



TOWN OF PARADISE

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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 AMENDED AGENDA

REGULAR MEETING – 6:00 PM – December 06, 2011

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

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

All writings or documents which are related to any item on an open session agenda and which are distributed to a majority of the Town Council within 72 hours of a Regular Meeting will be available for public inspection at the Town Hall in the Town Clerk Department located at 5555 Skyway, Room 3, at the time the subject writing or document is distributed to a majority of the subject body. Regular business hours are 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. Presentation: The Paradise Police Department will introduce the two new canines with their handlers, Officer Wilke with K-9 "Cash" and Officer Wright with K-9 "Lucy".

- f. State of the Town Address by Mayor Alan White
- g. Town Council Selection of Mayor and Vice-Mayor for a one-year term beginning December 6, 2011 through December 4, 2012.

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS

- 2a. None.

3. CONSENT CALENDAR

- 3a. Approve Minutes of the 11/1/11 Regular and the 11/8/11 Special Council Meetings.
- 3b. Approve Cash Disbursements in the Amount of \$1,084,208.08.
- 3c. Approve the recommended budget adjustments that will decrease the General Fund deficit and increase the General Fund Reserves by \$48,234.
- 3d. Adopt Resolution No. 11-48, A Resolution of the Town Council of the Town of Paradise Amending and Restating Procedure Relating to the Conduct of Council Meetings.
- 3e. Adopt Resolution No. 11-49, A Resolution Approving Program Supplement No. N010 Agreement for Federal Aid Project - Safe Routes to School 3 E's (provides \$66,000 in grant monies for education, encouragement and enforcement).
- 3f. Authorize the Mayor and Town Manager to execute an Amendment to Dismissal and Tolling Agreement between Town of Paradise and Oak Creek Estates.
- 3g. Acknowledge receipt of the 1st Quarter Investment Report for the Fiscal Year Ending June 30, 2012.
- 3h. (1) Adopt Town of Paradise Resolution No. 11-50 "A Resolution of the Town Council of the Town of Paradise Providing for a Summary Vacation of a Public Service Easement." and, (2) Direct staff to facilitate the recordation of grants of easements provided to the Town of Paradise by the Paradise Youth and Family Center Corporation and Community Housing Program, Inc.
- 3i. Adopt Resolution No. 11-51, A Resolution of the Town Council of the Town of Paradise Authorizing the Mayor and the Town Manager to Execute Amendments to the Development Agreement Between the Town of Paradise and the Paradise Youth Sports and Family Center (PCV) and All Subsequent Documents Relating to the Paradise Community Village to Implement the Town's Obligations Under the Development Agreement.

4. PUBLIC HEARING PROCEDURE

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

5. PUBLIC HEARINGS

- 5a. None.

6. PUBLIC COMMUNICATION

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

7. COUNCIL CONSIDERATION

- 7a. Consider appointing Council representatives to various local Committees and Commissions.
- 7b. Consider approval of a 960 hours maximum, hourly only, "part-time" Police Chief Employment Agreement from December 17, 2011 to April 30, 2012. **(ROLL CALL VOTE)**
- 7c. Consider authorizing Town Manager to proceed with open and promotional recruitment for Police Chief.

8. COUNCIL COMMUNICATION (Council Initiatives)

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

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

- 9a. Request Council to adjourn the meeting to January 10, 2012.

10. CLOSED SESSION

- 10a. Pursuant to Government Code Section 54956.9(c), the Town Council will hold a closed session with the Town Attorney to consider initiating litigation, one potential case.

- 10b. Pursuant to Government Code Section 54957.6, the Town Council will hold a closed session to meet with Charles L. Rough, Jr., and Crystal Peters, its designated representatives, regarding labor relations between the Town and the Paradise Management Group.

The meeting will be reconvened for the Town Council to consider the following:

Adopting Resolution No. 11. __, A Resolution Approving a Two-Year Memorandum of Understanding Agreement Between the Town of Paradise and the Paradise Management Group (relating to employment), covering the period from July 1, 2011 to June 30, 2013.

11. ADJOURNMENT

- 11a. Consider adjourning to January 10, 2012.

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:	
<hr/>	
/s/ Joanna Gutierrez 12/01/2011	
TOWN/ASSISTANT TOWN CLERK SIGNATURE	



**Town of Paradise
Council Agenda Summary
Date: December 6, 2011**

Agenda Item 1g

Originated by: Joanna Gutierrez, Town Clerk
Reviewed by: Charles L. Rough, Jr., Town Manager

Subject: Town Council Selection of Mayor and Vice-Mayor for a one-year term beginning December 6, 2011 through December 4, 2012.

Background: Every year in December the Town Council elects one Council Member to serve as Mayor, and one Council Member to serve as Vice-Mayor for a one year term. Any Council Member may be nominated for the office of Mayor, including the Council Member who served as Mayor during the previous year. Election requires the affirmative votes of at least three (3) members of the Council. (Resolution No. 88-55)

Discussion: The election process for the Mayor and Vice Mayor is as follows:

1. The Mayor turns the meeting over to the Town Clerk to act as presiding officer for selection of Mayor for a one-year term.
2. The Town Clerk opens the nominations for Mayor. Any Council Member may nominate any other Council Member – no motion necessary.
3. The Town Clerk asks for a Motion, a second and a Council vote to close the nominations for Mayor.
4. Then Town Clerk takes a roll call vote on each Council Member nominated in the order of nomination.
5. When one Council Member receives a majority (three) affirmative vote, he/she will be deemed selected as the Mayor for a one-year term and there will be no further vote on any subsequent nominees.
6. The Town Clerk turns the meeting over to the new Mayor as the presiding officer.
7. Procedures for selection of Vice Mayor will be the same and items 2 – 5 which will be repeated by the new Mayor as presiding officer.

Conclusion: The Mayor serves as the presiding officer at Council meetings and is responsible for maintaining order at the meetings; executes certain documents approved by the Town Council, such as contracts, resolutions and ordinances and warrants drawn on the town treasurer; and, represents the Town at various ceremonial events. The Mayor and Vice Mayor also review and approve requests for proclamations.

**MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – November 01, 2011**

1. OPENING

- a. Call to Order

The Regular Town Council Meeting was called to order by Mayor White at 6:01 p.m. in the Town Hall Council Chambers located at 5555 Skyway, Paradise, California.

- b. Pledge of Allegiance to the Flag of the United States of America
- c. Invocation - Vice Mayor Culleton
- d. Roll Call

Council Members Present: Steve "Woody" Culleton, Joe DiDuca, Scott Lotter, Tim Titus and Alan White, Mayor.

Council Members Absent: None.

Staff Present: Town Clerk Gutierrez, Town Manager Rough, Town Attorney Moore, Assistant Town Manager Gill, Assistant Town Clerk Volenski, Finance Director Will, Human Resource/Risk Management Analyst Peters, Community Development Director Baker, Assistant Public Works Director Derr and Police Chief Buzzard.

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS

None.

3. CONSENT CALENDAR

Following a **MOTION by DiDuca, seconded by Culleton**, all consent calendar items were adopted by unanimous vote.

- 3a. Minutes of the October 4, 2011 Regular Meeting and October 20, 2011 Special Meeting.
- 3b. Cash Disbursements in the Amount of \$1,352,621.95
- 3c. Resolution No. 11-43, Amending Resolution No. 09 – 68, a Resolution of the Town Council of the Town of Paradise Authorizing the Town Manager to Submit an Amended Application to the California Energy Commission for Funding Under the Energy Efficiency and Conservation Block Grant Program – Small City and County Grant Program.
- 3d. (1) Request for Proposals to Replace the Safety Lighting at the Signalized Intersection with Funding From Energy and Conservation Block Grant

(EECBG); and, (2) Authorization for the Assistant Public Works Director to Advertise this Project for Bids.

- 3e. (1) Request for Proposals to Convert T-12 Florescent Lighting Fixtures with T-8 Flourescent Lighting Fixtures at Town Hall, Paradise Police Station and Install Exterior Lighting Upgrades at Town hall with Funding from Energy and Conservation Block Grant (EECBG); and, (2) Authorization for the Assistant Public Works Director to Advertise the Project for Bids.
- 3f. (1) Request for Proposals to Replace eight (8) HVAC Units at Paradise Police Station, Town Hall and Vehicle Maintenance Facility with Funding from Energy and Conservation Block Grant (EECBG); and, (2) Authorization for the Assistant Public Works Director to Advertise This Project for Bids.
- 3g. One-Year Professional Services Agreement with Jim Broshears to Provide Emergency Operations Center (EOC) Coordination, Planning and Training Support services in the Amount of \$1.00.
- 3h. Resolution No. 11-44, "A Resolution of the Town Council of the Town of Paradise Rescinding Resolution No. 11-29 and Authorizing the Submittal of an Application to the California State Department of Housing and Community Development for Funding Under the CalHOME Program; the Execution of a Standard Agreement if Selected for Such Funding and any Amendments Thereto: and Any Related Documents Necessary to Participate in the CalHOME Program.
- 3i. Town Manager's Amended Employment Agreement to Defer His Accrued Benefits Pay-Out Upon Retirement From the Current Fiscal Year 2011/12 to Fiscal Year 2012/13, and termination of his current employment agreement effective December 30, 2011.
- 3j. Recommended budget adjustments that will decrease the General Fund deficit and increase the General fund Reserves by \$29,727. (Concession savings of \$10,624 from OE3 General Unit Employment Agreement and \$19,103 from the CMMA Unit Employment Agreement)

4. PUBLIC HEARING PROCEDURE

Mayor White announced there were no public hearing scheduled.

5. PUBLIC HEARINGS

None.

6. PUBLIC COMMUNICATION

None.

7. COUNCIL CONSIDERATION

- 7a. Concurred to designate White and Lotter as the two members of the Town Council to serve on the Interview Panel for the Public Works Director/Town Engineer Position with authority to designate alternate Council Member in their place if they become unavailable to serve.
- 7b. **MOTION by Titus, seconded by Lotter**, approved Saturday, December 3, 2011 at 5:30 p.m. as the date and time for the Town of Paradise's Fifth Annual Christmas Tree Lighting Ceremony/Food Drive at the Paradise Community Park. Roll call vote was unanimous.

8. COUNCIL COMMUNICATION (Council Initiatives)

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

Vice Mayor Culleton reported that he attended a ground breaking of Butte County Landfill Energy Farm; as First Vice President of LCC Sacramento Valley Division, met with the City of Gridley which will be the host city of the December meeting; that the Gold Nugget Museum Fund Raiser - Cowboy Poetry & Music - was successful with 300 or so in attendance; and, that he has volunteered to participate in the Chocolate Fest, an annual fund raiser for youth programs in the community, and will run for Chocolate King.

Council Member DiDuca reported that he attended the ground breaking of the Butte County Landfill Energy Farm.

Council Member Lotter reported that he attended the Gold Nugget Museum Fund Raiser - noted that Sourdough Slim is a local resident who has performed at Carnegie Hall and the Kennedy Center.

Mayor White reported that he attended the Butte County Association of Governments and Butte County Air Quality Management District meetings.

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

- 9a. None.

10. CLOSED SESSION

10a. At 6:17 p.m., pursuant to Government Code Section 54957.6, the Town Council recessed to closed session to meet with Charles L. Rough, Jr., Lauren Gill, Gina Will, and Crystal Peters, its designated representatives, regarding labor relations between the Town and the Firefighters' Association, the Management Unit, the Police Mid-Management Association, and the Police Officers Association.

Mayor White reconvened the meeting at 6:55 p.m. and announced that no action was taken in closed session.

11. ADJOURNMENT

Mayor White adjourned the Council Meeting at 6:55 p.m.

DATE APPROVED:

Alan White, Mayor

Joanna Gutierrez, Town Clerk

**MINUTES
PARADISE TOWN COUNCIL
SPECIAL MEETING – 9:00 AM – November 08, 2011**

1. OPENING

Following the pledge of allegiance, the Special Meeting of the Town Council was called to order by Mayor White at 9:00 a.m. in the Town Hall Council Chambers located at 5555 Skyway, Paradise, California.

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

COUNCIL MEMBERS ABSENT: Tim Titus

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

2. ITEMS DEFERRED FROM PREVIOUS MEETINGS

None.

3. CONSENT CALENDAR

Agenda Item 3a: MOTION by Lotter, seconded by Culleton, adopted 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. Ayes of Culleton, DiDuca, Lotter and Mayor White; Titus absent and not voting. (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

Mayor White announced that the Town Council would 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. 11-45, "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).

Following a report from Community Development Director Baker, Mayor White opened the public hearing at 9:17 a.m. There were no speakers and Mayor White closed the public hearing.

Agenda Item 5a: **MOTION by Lotter, seconded by Culleton,** (1) Made the finding 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) Adopted Town of Paradise Resolution No. 11-46, "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). Ayes of Culleton, DiDuca, Lotter and Mayor White; Titus absent and not voting.

6. PUBLIC COMMUNICATION

None.

7. COUNCIL CONSIDERATION

Manager Rough reported to Council that the proposed resolution would approve a two-year memorandum of understanding with the Paradise Police Mid-Management Association covering the period from July 1, 2011 to June 30, 2013, and highlighted four changes as follows: (1) Establishment of a cap on the Town's share of the medical insurance premium on current 2011 dollar amounts and removal of the 80/20 split provision on future increases; (2) Elimination of sick leave cash out and reduction in sick leave accrual to 1,040 hours maximum; (3) Waiver of payout of administrative leave in lieu of a 5% salary cut, and retention of 80 hours leave on a use or lose basis; and, (4) Elimination of payout of administrative leave for new hires who will have to use or lose. If approved, estimated All Fund and General Fund savings for 2011/12 would be \$7,995; for 2012/13 - \$9,262; and would also result in a \$600,000 reduction to the Town's retiree medical unfunded liability.

Agenda Item 7a: **MOTION by Culleton, seconded by DiDuca,** adopted Resolution No. 11-47, 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. Ayes of Culleton, DiDuca, Lotter and Mayor White; Titus absent and not voting.

8. COUNCIL COMMUNICATION (Council Initiatives)

None.

9. STAFF/COMMISSION/COMMITTEE COMMUNICATION

None.

10. CLOSED SESSION

None.

11. ADJOURNMENT

Mayor White adjourned the special meeting at 9:25 a.m.

DATE APPROVED:

Alan White, Mayor

Joanna Gutierrez, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

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

October 21, 2011 - November 20, 2011

Check Date	Pay Period End	DESCRIPTION	AMOUNT
10/28/2011	10/23/2011	Net Payroll - Direct Deposits & Checks	\$160,208.53
11/10/2011	11/6/2011	Net Payroll - Direct Deposits & Checks	\$155,549.84
		TOTAL NET WAGES PAYROLL	<u>\$315,758.37</u>
		PR VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	<u>\$344,253.79</u>
		TOTAL CASH DISBURSEMENTS - PAYROLL	<u>\$660,012.16</u>
		TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)	<u>\$424,195.92</u>
		GRAND TOTAL CASH DISBURSEMENTS	<u><u>\$1,084,208.08</u></u>

APPROVED BY: _____
CHARLES L. ROUGH, TOWN MANAGER

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

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 10/21/2011 - To Payment Date: 11/20/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Wells Fargo AP Checking									
<u>Check</u>									
54897	10/27/2011	Reconciled		10/31/2011	Accounts Payable	A-BETTER PEST CONTROL CO.	\$95.00	\$95.00	\$0.00
54898	10/27/2011	Open			Accounts Payable	ACCESS INFORMATION MANAGEMENT	\$18.36		
54899	10/27/2011	Reconciled		10/31/2011	Accounts Payable	ADVANCED DOCUMENT CONCEPTS	\$45.03	\$45.03	\$0.00
54900	10/27/2011	Reconciled		10/31/2011	Accounts Payable	AIRGAS SAFETY, INC.	\$15.90	\$15.90	\$0.00
54901	10/27/2011	Open			Accounts Payable	ALTERNATIVE HEATING & AIR	\$60.00		
54902	10/27/2011	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$512.55		
54903	10/27/2011	Open			Accounts Payable	AT&T	\$958.13		
54904	10/27/2011	Open			Accounts Payable	ATB SERVICES, LLC	\$13.50		
54905	10/27/2011	Open			Accounts Payable	BATTERIES PLUS	\$42.69		
54906	10/27/2011	Open			Accounts Payable	BUILDERS SUPPLY-CDD	\$143.29		
54907	10/27/2011	Open			Accounts Payable	BUTOLPH, TIMOTHY	\$68.00		
54908	10/27/2011	Open			Accounts Payable	BUTTE COUNTY FIRE DEPARTMENT	\$620.00		
54909	10/27/2011	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$1,313.00		
54910	10/27/2011	Reconciled		10/31/2011	Accounts Payable	CERTIFIED SECURITY SYSTEM INCORPORATED	\$240.00	\$240.00	\$0.00
54911	10/27/2011	Open			Accounts Payable	Citrix Systems Inc.	\$1,135.96		
54912	10/27/2011	Open			Accounts Payable	COMCAST CABLE	\$63.95		
54913	10/27/2011	Open			Accounts Payable	COMCAST CABLE	\$64.90		
54914	10/27/2011	Open			Accounts Payable	COMCAST CABLE	\$79.90		
54915	10/27/2011	Open			Accounts Payable	COMCAST CABLE	\$115.26		
54916	10/27/2011	Open			Accounts Payable	COMPLETE HOME REPAIR	\$4,483.30		
54917	10/27/2011	Open			Accounts Payable	CONTRA COSTA COUNTY SHERIFF'S OFFICE	\$213.00		
54918	10/27/2011	Open			Accounts Payable	CORBIN WILLITS SYS. INC.	\$696.00		
54919	10/27/2011	Open			Accounts Payable	DATCO SERVICES CORPORATION	\$189.00		
54920	10/27/2011	Reconciled		10/31/2011	Accounts Payable	DERR, PAUL	\$49.59	\$49.59	\$0.00
54921	10/27/2011	Open			Accounts Payable	DODGE, JEFFREY, L.	\$220.13		
54922	10/27/2011	Open			Accounts Payable	DON'S SAW & MOWER	\$26.45		
54923	10/27/2011	Open			Accounts Payable	DURHAM PENTZ TRUCK CENTER	\$1,249.94		
54924	10/27/2011	Reconciled		10/31/2011	Accounts Payable	Eiler, LCSW, Lori	\$100.00	\$100.00	\$0.00
54925	10/27/2011	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$166.70		
54926	10/27/2011	Open			Accounts Payable	FEASTER, PATRICK	\$335.50		
54927	10/27/2011	Open			Accounts Payable	FEDERAL EXPRESS	\$22.06		
54928	10/27/2011	Open			Accounts Payable	FIREHOUSE	\$25.95		
54929	10/27/2011	Reconciled		10/31/2011	Accounts Payable	FLORES, LUIS, A.	\$60.50	\$60.50	\$0.00
54930	10/27/2011	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$103.86		
54931	10/27/2011	Open			Accounts Payable	GEBBIA, JOSEPH, C.	\$11.50		
54932	10/27/2011	Open			Accounts Payable	GENESIS SOCIETY	\$500.00		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 10/21/2011 - To Payment Date: 11/20/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
54933	10/27/2011	Open			Accounts Payable	HUNTERS PEST CONTROL	\$55.00		
54934	10/27/2011	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$950.60		
54935	10/27/2011	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$808.76		
54936	10/27/2011	Voided	Duplicate Payment	11/15/2011	Accounts Payable	JOBS AVAILABLE	\$567.00		
54937	10/27/2011	Open			Accounts Payable	KEN'S HITCH & WELDING	\$38.07		
54938	10/27/2011	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$204.95		
54939	10/27/2011	Open			Accounts Payable	LASER 'RENEW' ZIT	\$128.65		
54940	10/27/2011	Open			Accounts Payable	Law Office of Gregory P. Einhorn	\$2,430.00		
54941	10/27/2011	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
54942	10/27/2011	Open			Accounts Payable	LUNG, JAMES, ALLEN	\$30.00		
54943	10/27/2011	Open			Accounts Payable	MID VALLEY TERMITE	\$135.00		
54944	10/27/2011	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$185.00		
54945	10/27/2011	Reconciled		10/31/2011	Accounts Payable	NCCSIF TREASURER	\$94,826.75	\$94,826.75	\$0.00
54946	10/27/2011	Open			Accounts Payable	NORTH STATE RENDERING INC	\$80.00		
54947	10/27/2011	Open			Accounts Payable	O'REILLY AUTO PARTS	\$230.42		
54948	10/27/2011	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$301.16		
54949	10/27/2011	Open			Accounts Payable	ORTHOPEDIC ASSOCIATION OF NORTHERN CA	\$297.00		
54950	10/27/2011	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$197.33		
54951	10/27/2011	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$1,001.44		
54952	10/27/2011	Open			Accounts Payable	Paradise Medical Group	\$104.06		
54953	10/27/2011	Open			Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY MEDIA	\$387.78		
54954	10/27/2011	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$562.90		
54955	10/27/2011	Open			Accounts Payable	PETERS RUSH HABIB & MCKENNA	\$2,085.00		
54956	10/27/2011	Open			Accounts Payable	RAMOS, DANIEL J.	\$73.63		
54957	10/27/2011	Voided		11/14/2011	Accounts Payable	Rancho Engineering	\$5,625.00		
54958	10/27/2011	Open			Accounts Payable	RIEBES AUTO PARTS	\$25.10		
54959	10/27/2011	Open			Accounts Payable	SHERWIN-WILLIAMS - CHICO	\$64.00		
54960	10/27/2011	Open			Accounts Payable	SIERRA REFRIGERATION	\$60.00		
54961	10/27/2011	Open			Accounts Payable	SILL, ERICK E.	\$55.75		
54962	10/27/2011	Open			Accounts Payable	STARR, RUSSELL	\$55.75		
54963	10/27/2011	Open			Accounts Payable	STOEL RIVES, LLP	\$1,580.85		
54964	10/27/2011	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$297.80		
54965	10/27/2011	Open			Accounts Payable	THOMAS ACE HARDWARE - MOTORPOOL	\$24.64		
54966	10/27/2011	Open			Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$26.77		
54967	10/27/2011	Open			Accounts Payable	THRIFTY ROOTER	\$84.00		
54968	10/27/2011	Open			Accounts Payable	TURNBOW, DAVID LYNN	\$40.00		
54969	10/27/2011	Open			Accounts Payable	TURNBOW, DEBBIE	\$65.25		
54970	10/27/2011	Reconciled		10/31/2011	Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$2,374.00	\$2,374.00	\$0.00
54971	10/27/2011	Open			Accounts Payable	VERIZON WIRELESS	\$316.36		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 10/21/2011 - To Payment Date: 11/20/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
54972	10/27/2011	Open			Accounts Payable	VERIZON WIRELESS	\$494.13		
54973	10/27/2011	Open			Accounts Payable	VERIZON WIRELESS	\$675.56		
54974	10/27/2011	Open			Accounts Payable	VERIZON WIRELESS	\$73.19		
54975	10/27/2011	Open			Accounts Payable	VERIZON WIRELESS	\$38.01		
54976	10/27/2011	Reconciled		10/31/2011	Accounts Payable	VILLAGE PRINTER, INC.	\$495.82	\$495.82	\$0.00
54977	10/27/2011	Reconciled		10/31/2011	Accounts Payable	WESTAMERICA BANK	\$4,887.66	\$4,887.66	\$0.00
54978	10/27/2011	Open			Accounts Payable	WILKEY, PO, JOHN	\$287.50		
54979	10/27/2011	Open			Accounts Payable	Wilson, Mark	\$58.00		
54980	10/27/2011	Open			Accounts Payable	WITTMIEIER AUTO CENTER	\$240.32		
54981	10/27/2011	Open			Accounts Payable	YOWZERS.COM	\$209.14		
54982	10/27/2011	Open			Accounts Payable	German, William	\$20.16		
54983	10/27/2011	Open			Accounts Payable	McClelland Air Conditioning Inc	\$94.24		
54984	11/01/2011	Open			Accounts Payable	DHABOLT, OTIS	\$150.67		
54985	11/01/2011	Open			Accounts Payable	HAUNSCHILD, MARK	\$310.21		
54986	11/01/2011	Open			Accounts Payable	HEGENBART, PAUL	\$540.80		
54987	11/01/2011	Open			Accounts Payable	HONEYWELL, JANICE, J.	\$955.41		
54988	11/01/2011	Open			Accounts Payable	ICMA RETIREMENT #107773	\$287.17		
54989	11/01/2011	Open			Accounts Payable	JEFFORDS, ROBERT, D.	\$478.07		
54990	11/01/2011	Open			Accounts Payable	MOBILITIE INVESTMENTS II, LLC	\$100.00		
54991	11/01/2011	Open			Accounts Payable	MOORE, DWIGHT, L.	\$12,650.00		
54992	11/01/2011	Open			Accounts Payable	SWEEENEY, JOHN & GEORGENIA	\$1,039.47		
54993	11/01/2011	Open			Accounts Payable	WHALEN, SUZANNE	\$81.79		
54994	11/03/2011	Open			Accounts Payable	ALPINE ELECTRIC	\$181.18		
54995	11/03/2011	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$266.99		
54996	11/03/2011	Open			Accounts Payable	AT&T	\$103.62		
54997	11/03/2011	Open			Accounts Payable	AT&T CALNET 2-REPEATER LINES	\$198.39		
54998	11/03/2011	Open			Accounts Payable	AT&T-COMMUNITY PARK	\$15.28		
54999	11/03/2011	Open			Accounts Payable	BATTERIES PLUS	\$142.04		
55000	11/03/2011	Open			Accounts Payable	BOUND TREE MEDICAL LLC	\$155.18		
55001	11/03/2011	Open			Accounts Payable	BUILDERS SUPPLY-CDD	\$318.69		
55002	11/03/2011	Open			Accounts Payable	CHICO LASER SAVERS	\$539.19		
55003	11/03/2011	Open			Accounts Payable	CHIEF SUPPLY CORP., INC.	\$323.99		
55004	11/03/2011	Open			Accounts Payable	CLARK ROAD ANIMAL HOSPITAL	\$100.08		
55005	11/03/2011	Open			Accounts Payable	DOGGIE WALK BAGS, INC.	\$283.37		
55006	11/03/2011	Open			Accounts Payable	DON'S SAW & MOWER	\$2,202.86		
55007	11/03/2011	Open			Accounts Payable	DOUG DANZ	\$36.09		
55008	11/03/2011	Open			Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$25,203.00		
55009	11/03/2011	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$54.15		
55010	11/03/2011	Open			Accounts Payable	EZ-LINER INDUSTRIES	\$92.41		
55011	11/03/2011	Open			Accounts Payable	FEATHER RIVER HOSPITAL	\$804.00		
55012	11/03/2011	Open			Accounts Payable	FEDERAL EXPRESS	\$17.75		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 10/21/2011 - To Payment Date: 11/20/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
55013	11/03/2011	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$100.68		
55014	11/03/2011	Open			Accounts Payable	GALLS INCORPORATED	\$62.60		
55015	11/03/2011	Open			Accounts Payable	GEBBIA, BEVERLY	\$76.15		
55016	11/03/2011	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$117.98		
55017	11/03/2011	Open			Accounts Payable	HOUSEWORTH, JERILYN	\$189.25		
55018	11/03/2011	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$503.80		
55019	11/03/2011	Open			Accounts Payable	KAREN HORNE	\$85.37		
55020	11/03/2011	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$103.99		
55021	11/03/2011	Open			Accounts Payable	LAW OFFICES OF RICHARD L. CRABTREE	\$261.00		
55022	11/03/2011	Open			Accounts Payable	LOWE, DARLENE	\$55.46		
55023	11/03/2011	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$27,990.00		
55024	11/03/2011	Open			Accounts Payable	MOORE WALLACE	\$67.46		
55025	11/03/2011	Open			Accounts Payable	NORTH VALLEY BARRICADE, INC.	\$18.23		
55026	11/03/2011	Open			Accounts Payable	NORTHSTATE CLEANING SERVICE	\$250.00		
55027	11/03/2011	Open			Accounts Payable	O'REILLY AUTO PARTS	\$198.75		
55028	11/03/2011	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$1,129.34		
55029	11/03/2011	Open			Accounts Payable	Oroville Hospital	\$168.00		
55030	11/03/2011	Open			Accounts Payable	PACIFIC GAS & ELECTRIC	\$9,516.68		
55031	11/03/2011	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$115.99		
55032	11/03/2011	Open			Accounts Payable	PETTY CASH CUSTODIAN, VIRGINIA MARABLE	\$5.14		
55033	11/03/2011	Open			Accounts Payable	REPUBLIC ITS, INC.	\$4,751.92		
55034	11/03/2011	Open			Accounts Payable	RIEBES AUTO PARTS	\$23.17		
55035	11/03/2011	Open			Accounts Payable	SAFEGUARD FIRE PROTECTION	\$168.35		
55036	11/03/2011	Open			Accounts Payable	SHERWIN-WILLIAMS - CHICO	\$191.28		
55037	11/03/2011	Open			Accounts Payable	SKYWAY AUTO TUNE	\$57.25		
55038	11/03/2011	Open			Accounts Payable	SKYWAY PET HOSPITAL,	\$88.22		
55039	11/03/2011	Open			Accounts Payable	TASER INTERNATIONAL	\$849.72		
55040	11/03/2011	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$222.35		
55041	11/03/2011	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$158.46		
55042	11/03/2011	Open			Accounts Payable	TUCKER PEST CONTROL	\$126.00		
55043	11/03/2011	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$975.98		
55044	11/03/2011	Open			Accounts Payable	URS CORPORATION	\$17,653.40		
55045	11/03/2011	Open			Accounts Payable	US BANCORP OFFICE EQUIP FINANCE SERVICES	\$526.49		
55046	11/03/2011	Open			Accounts Payable	WITTMER AUTO CENTER	\$781.50		
55047	11/09/2011	Open			Accounts Payable	JOHN REGH INLAND LEASING	\$426.86		
55048	11/09/2011	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$56.35		
55049	11/09/2011	Open			Accounts Payable	AT&T/CAL NET 2	\$102.30		
55050	11/09/2011	Open			Accounts Payable	BATTERIES PLUS	\$34.30		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 10/21/2011 - To Payment Date: 11/20/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
55051	11/09/2011	Open			Accounts Payable	BUTTE CO RECORDER	\$39.00		
55052	11/09/2011	Open			Accounts Payable	C & E TRANSCRIPTION	\$424.08		
55053	11/09/2011	Open			Accounts Payable	CALIFORNIA PEACE OFFICERS' ASSOC. MEMBERSHIP	\$240.00		
55054	11/09/2011	Open			Accounts Payable	CONTRA COSTA COUNTY SHERIFF'S OFFICE	\$372.00		
55055	11/09/2011	Open			Accounts Payable	CSTI	\$1,600.00		
55056	11/09/2011	Open			Accounts Payable	DAY WIRELESS SYSTEMS - MILWAUKIE, OR	\$216.14		
55057	11/09/2011	Open			Accounts Payable	DON'S SAW & MOWER	\$25.95		
55058	11/09/2011	Open			Accounts Payable	EMS PERSONNEL FUND	\$200.00		
55059	11/09/2011	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$5,941.00		
55060	11/09/2011	Open			Accounts Payable	FEATHER RIVER HOSPITAL	\$165.00		
55061	11/09/2011	Open			Accounts Payable	GRAPHIC IMPRESSIONS	\$44.51		
55062	11/09/2011	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$7,296.85		
55063	11/09/2011	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$621.89		
55064	11/09/2011	Open			Accounts Payable	MRO ENGINEERS, INC.	\$23,387.61		
55065	11/09/2011	Open			Accounts Payable	MUNICIPAL CODE CORP	\$214.51		
55066	11/09/2011	Open			Accounts Payable	NORTHGATE PETROLEUM CO	\$27,276.64		
55067	11/09/2011	Open			Accounts Payable	O'REILLY AUTO PARTS	\$51.44		
55068	11/09/2011	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$70.92		
55069	11/09/2011	Open			Accounts Payable	OHLIN SALES, INC.	\$396.22		
55070	11/09/2011	Open			Accounts Payable	PEERLESS BUILDING MAINT	\$1,450.55		
55071	11/09/2011	Open			Accounts Payable	PICKERING, ROBERT	\$887.75		
55072	11/09/2011	Open			Accounts Payable	PILGRIM, CHRIS	\$38.25		
55073	11/09/2011	Open			Accounts Payable	RJ HEUTON CONSTRUCTION, INC.	\$28,585.99		
55074	11/09/2011	Open			Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$14.17		
55075	11/09/2011	Open			Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$1.64		
55076	11/09/2011	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$38.61		
55077	11/17/2011	Open			Accounts Payable	JOHN REGH INLAND LEASING	\$426.86		
55078	11/17/2011	Open			Accounts Payable	AIRGAS SAFETY, INC.	\$16.43		
55079	11/17/2011	Open			Accounts Payable	ALERT LOCK & KEY	\$50.00		
55080	11/17/2011	Open			Accounts Payable	ALPINE ELECTRIC	\$99.08		
55081	11/17/2011	Open			Accounts Payable	ARAMARK UNIFORM SERV. INC.	\$323.00		
55082	11/17/2011	Open			Accounts Payable	AT&T	\$959.49		
55083	11/17/2011	Open			Accounts Payable	AT&T/CAL NET 2	\$4,355.11		
55084	11/17/2011	Open			Accounts Payable	BUTTE CO RECORDER	\$10.00		
55085	11/17/2011	Voided		11/17/2011	Accounts Payable	BUTTE COUNTY FIRE DEPARTMENT	\$4,130.00		
55086	11/17/2011	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$3,465.80		
55087	11/17/2011	Open			Accounts Payable	CALIFORNIA STATE DEPARTMENT OF JUSTICE	\$1,339.00		
55088	11/17/2011	Open			Accounts Payable	CDW-GOVT	\$1,298.86		

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 10/21/2011 - To Payment Date: 11/20/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
55089	11/17/2011	Open			Accounts Payable	CERTIFION CORPORATION D.B.A. ENTERSECT	\$84.95		
55090	11/17/2011	Open			Accounts Payable	COMCAST CABLE	\$63.95		
55091	11/17/2011	Open			Accounts Payable	COMCAST CABLE	\$64.90		
55092	11/17/2011	Open			Accounts Payable	COMCAST CABLE	\$79.90		
55093	11/17/2011	Open			Accounts Payable	COMPLETE HOME REPAIR	\$3,115.90		
55094	11/17/2011	Open			Accounts Payable	DAY WIRELESS SYSTEMS - MILWAUKIE, OR	\$164.00		
55095	11/17/2011	Open			Accounts Payable	DOBRICH & SONS SEPTIC	\$2,925.00		
55096	11/17/2011	Open			Accounts Payable	ENLOE MEDICAL CENTER, INC.	\$1,579.00		
55097	11/17/2011	Open			Accounts Payable	FEATHER RIVER HOSPITAL	\$485.00		
55098	11/17/2011	Open			Accounts Payable	FRANK'S REFRIGERATION & HEATING INC.	\$188.48		
55099	11/17/2011	Open			Accounts Payable	GENESIS SOCIETY	\$500.00		
55100	11/17/2011	Open			Accounts Payable	HARDING ENTERPRIZES, INC	\$25,920.00		
55101	11/17/2011	Open			Accounts Payable	HINDERLITER, DE LLAMAS & ASSOCIATES INC.	\$487.35		
55102	11/17/2011	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US BANCORP	\$238.11		
55103	11/17/2011	Open			Accounts Payable	INLAND BUSINESS MACHINES	\$611.88		
55104	11/17/2011	Open			Accounts Payable	INTERSTATE SALES	\$533.40		
55105	11/17/2011	Open			Accounts Payable	L & L SURVEYING	\$173.60		
55106	11/17/2011	Open			Accounts Payable	LOCATE PLUS CORPORATION	\$25.00		
55107	11/17/2011	Open			Accounts Payable	MID VALLEY TITLE & ESCROW	\$185.00		
55108	11/17/2011	Open			Accounts Payable	MOSS LEVY & HARTZHEIM	\$2,500.00		
55109	11/17/2011	Open			Accounts Payable	NATIONAL NOTARY ASSOCIATION	\$52.00		
55110	11/17/2011	Open			Accounts Payable	NORTH STATE RENDERING INC	\$60.00		
55111	11/17/2011	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$440.59		
55112	11/17/2011	Open			Accounts Payable	PARADISE IRRIGATION DIST	\$197.13		
55113	11/17/2011	Open			Accounts Payable	PETTY CASH CUSTODIAN, WENDY BROWN	\$128.34		
55114	11/17/2011	Open			Accounts Payable	Rancho Engineering	\$4,750.00		
55115	11/17/2011	Open			Accounts Payable	RHA INC	\$720.00		
55116	11/17/2011	Open			Accounts Payable	ROGER NICHOLS INVESTIGATIONS	\$1,593.75		
55117	11/17/2011	Open			Accounts Payable	SMALLEY GENERAL CONTRACTING	\$6,935.70		
55118	11/17/2011	Open			Accounts Payable	STANLEY CONVERGENT SECURITY SOLUTIONS	\$176.40		
55119	11/17/2011	Open			Accounts Payable	TASER INTERNATIONAL	\$1,691.58		
55120	11/17/2011	Open			Accounts Payable	UNIFORMS TUXEDOS & MORE	\$64.34		
55121	11/17/2011	Open			Accounts Payable	VALLEY TOXICOLOGY SERVICE	\$1,475.00		
55122	11/17/2011	Open			Accounts Payable	VANIDERSTINE, BRIAN	\$12.00		
55123	11/17/2011	Open			Accounts Payable	VERIZON WIRELESS	\$247.02		
55124	11/17/2011	Open			Accounts Payable	VERIZON WIRELESS	\$494.13		
55125	11/17/2011	Open			Accounts Payable	VERIZON WIRELESS	\$601.63		
55126	11/17/2011	Open			Accounts Payable	VERIZON WIRELESS	\$38.03		

CASH DISBURSEMENTS REPORT

From Payment Date: 10/21/2011 - To Payment Date: 11/20/2011

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
55127	11/17/2011	Open			Accounts Payable	VERIZON WIRELESS	\$70.73			
55128	11/17/2011	Open			Accounts Payable	BUTTE COUNTY FIRE DEPARTMENT	\$4,050.00			
55129	11/17/2011	Open			Accounts Payable	BUTTE COUNTY FIRE DEPARTMENT	\$80.00			
55130	11/17/2011	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$14.76			
Type Check Totals:										
EFT										
28	11/03/2011	Open			Accounts Payable	FP/FRANCOTYP-POSTALIA MAILING SOLUTIONS	\$750.00			
Type EFT Totals:							1 Transactions	\$750.00		
AP - Wells Fargo AP Checking Totals										

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	220	\$320,255.67	
	Reconciled	11	\$103,190.25	\$103,190.25
	Voided	3	\$10,322.00	
	Total	234	\$433,767.92	\$103,190.25
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$750.00	
	Total	1	\$750.00	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	221	\$321,005.67	
	Reconciled	11	\$103,190.25	\$103,190.25
	Voided	3	\$10,322.00	
	Total	235	\$434,517.92	\$103,190.25

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	220	\$320,255.67	
	Reconciled	11	\$103,190.25	\$103,190.25
	Voided	3	\$10,322.00	
	Total	234	\$433,767.92	\$103,190.25
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	1	\$750.00	
	Total	1	\$750.00	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	221	\$321,005.67	
	Reconciled	11	\$103,190.25	\$103,190.25
	Void	3	\$10,322.00	
	Total	235	\$434,517.92	\$103,190.25



**Town of Paradise
Council Agenda Summary
Date: December 6, 2011**

Agenda Item: 3c

Originated by: Charles L. Rough, Jr., Town Manager
Gina S. Will, Finance Director/Town Treasurer
Subject: General Fund Budget Status Update

Council Action Requested:

Approve the following general fund budget adjustments; or,

Alternatives:

Refer the matter back to staff for further development and consideration.

Background:

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

Discussion:

Staff ran and analyzed a General Fund Budget Performance Report for the 1st 2011/12 budget quarter ended September 30, 2011 in order to begin reviewing trends or significant swings in revenues and expenses. A copy of this report as well as a summary of this report is attached for review. The following information was derived from this analysis:

- In summary, with 25% of the fiscal year completed it shows that revenues are about 2% less than the same time last fiscal year with 5% recorded for 2011/12 versus 7% recorded for 2010/11. This seeming large discrepancy is a result of a \$200,000 higher than usual insurance refund received early in 2010/11. Removing this discrepancy results in revenues overall being very comparable.
- Again, with 25% of the fiscal year completed, the report shows that 23% of expenses have been recorded through September 30th for both 2010/11 and 2011/12 virtually the same.
- Staff is expecting a report of expected property taxes for 2011/12 from Butte County by mid December 2011. Without that information, there is insufficient data to recommend an adjustment to budgeted property taxes at this time.
- After reviewing the budget performance report and receipts to date, sales tax revenues are running right at budgeted levels. As a result, no adjustment is recommended.

- Franchise fees after reviewing the budget performance report and receipts to date appear to be running about 1% above budget. Staff would like to postpone making a change recommendation until one more quarter is complete.
- Transient Occupancy taxes appear to be running about 2% below budget. Again, staff would like to postpone a change recommendation until another quarter is complete.
- Engineering service revenues are currently about \$40,000 higher than budget. Staff recommends adjusting these revenue accounts accordingly as indicated below.

Additionally, staff recently received benefit renewal quotes that will be effective for January 1, 2012 premiums. After reviewing and analyzing various options, staff recommends the adjustments indicated below. Premiums are expected to change as follows:

- ✓ Dental – 15% increase (budgeted 8%)
- ✓ Vision – no change to rates (2% increase budgeted)
- ✓ Life and AD&D – no change to rates
- ✓ Long Term Disability – no change to rates
- ✓ Short Term Disability – 20% increase to rates (no change budgeted)

As of the finalization of this staff report, Town staff is also finalizing a proposed agreement with the Management Group which will provide additional savings through salary and benefit concessions. This staff report includes the savings from finalization and approval of the agreement with the Police Mid-Management Group as indicated below.

Conclusion:

Following are the recommended General Fund Budget Adjustments

	General Fund (1010)	Amount	Description
Beginning Fund Balance		1,477,375	
2011/12 Budgeted Revenues		9,441,153	
Recommended Adjustments			
1. 45.4740.3402.201-270		43,500	Increase in provided Engineering Services
Adjusted Revenues		9,484,653	
Transfers in From Other Funds		590,802	
Total Resources		10,075,455	
2011/12 Budgeted Expenditures		10,393,185	
Recommended Adjustments			
2. 30.4510.5101-5119		(7,995)	Police Mid-Management Agreement
3. 5114.101-5116.101		3,261	Change in Dental, Vision and Short Term Disability
Adjusted Expenses		10,388,451	
General Fund Net Income		(312,996)	
Projected Ending Fund Balance		1,164,379	

To maintain appropriate reserves and protect the Town's fiscal solvency additional steps are being taken to reduce and eliminate this General Fund structural deficit of \$312,996 by the end of the 2011/12 fiscal year. Staff will continue to update Council monthly on the progress made in

reducing this deficit.

Fiscal Impact Analysis:

These current adjustments decrease the General Fund deficit and increase the General Fund reserves by \$48,234.

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12 YTD Transactions	2011/12 Amended Budget	% Used/ Rec'd	2010/11 YTD Transactions	2010/11 Total	% Used/ Rec'd
Fund: 1010 General Fund							
REVENUE							
Department: 00 Non Department Activity							
Program: 0000 Non Program Activity							
3110-311	Property Taxes Current Secured	\$0.00	\$4,156,190.00	0%	\$0.00	\$4,106,712.00	0%
3110-312	Property Taxes Current Unsecured	\$0.00	\$195,548.00	0%	\$0.00	\$193,794.71	0%
3110-315	Property Taxes Prior Secured/Unsecured	\$0.00	\$7,344.00	0%	\$0.00	\$9,614.61	0%
3110-320	Property Taxes General Supplemental	\$0.00	\$10,000.00	0%	\$0.00	\$20,569.69	0%
3130-325	General Sales and Use Tax Sales and Use Tax	\$89,101.08	\$1,633,347.00	5%	\$131,759.00	\$1,660,578.29	8%
3167-330	Real Property Transfer Tax Real Property Transfer Tax	\$5,588.77	\$34,817.00	16%	\$6,678.05	\$34,062.82	20%
3182-335	Franchise Taxes Franchise Taxes	\$0.00	\$784,487.00	0%	\$0.00	\$782,601.17	0%
3185-340	Transient Occupancy Tax Transient Occupancy Tax	\$1,050.00	\$159,629.00	1%	\$0.00	\$161,989.55	0%
3210-110	Business Licenses and Permits Business Regulation	\$231.00	\$2,800.00	8%	\$560.60	\$2,926.65	19%
3210-120	Business Licenses and Permits Bingo Regulation	\$0.00	\$132.00	0%	\$0.00	\$132.00	0%
3345-100	State Revenues - Other Refunds & Reimbursements	\$0.00	\$2,250.00	0%	\$0.00	\$2,257.00	0%
3345-200	State Revenues - Other Miscellaneous	\$0.00	\$15,000.00	0%	\$0.00	\$24,536.91	0%
3351-001	Property Tax Homeowners Apportionment	\$0.00	\$73,000.00	0%	\$0.00	\$72,772.14	0%
3356-001	State Motor Vehicle In Lieu Motor Vehicle In Lieu Tax	\$13,221.51	\$2,006,650.00	1%	\$11,912.96	\$2,071,312.00	1%
3356-003	State Motor Vehicle In Lieu Section 11001.5 Prior Year	\$0.00	\$0.00	+++	\$0.00	\$56,352.74	0%
3410-104	Administrative Services Returned Check Processing	\$116.00	\$400.00	29%	\$174.00	\$406.00	43%
3410-107	Administrative Services Electronic Audio Reproduction	\$0.00	\$10.00	0%	\$0.00	\$20.48	0%
3410-112	Administrative Services Printed Material Production/Sale	\$0.00	\$500.00	0%	\$87.50	\$819.28	11%
3410-113	Administrative Services Document Copying	\$83.00	\$250.00	33%	\$82.50	\$333.95	25%
3410-114	Administrative Services Document Certification	\$21.50	\$100.00	22%	\$47.00	\$104.42	45%
3410-115	Administrative Services Research on Request/Dept Records	\$76.00	\$500.00	15%	\$152.00	\$456.00	33%
3410-150	Administrative Services Late Fees	\$0.00	\$0.00	+++	\$2.74	(\$10.08)	-27%
3610-100	Interest Revenue Investments	\$413.80	\$13,162.00	3%	\$6.25	\$8,972.23	0%
3610-150	Interest Revenue Interfund Loans	\$29,591.78	\$53,124.00	56%	\$0.00	\$3,814.48	0%
3630-200	Rents and Royalties Billboard Rents and Leases	\$0.00	\$440.00	0%	\$0.00	\$440.00	0%
3901-100	Refunds & Reimbursements Miscellaneous	\$22.94	\$19,000.00	0%	\$0.00	(\$43.68)	0%
3902-100	Miscellaneous Revenue General	\$267.62	\$1,000.00	27%	\$264.43	\$1,896.27	14%
3902-110	Miscellaneous Revenue Cash Over and Short	\$1.00	\$0.00	+++	(\$0.50)	(\$3.61)	14%

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12		% Used/ Rec'd	2010/11		% Used/ Rec'd
		YTD Transactions	Amended Budget		YTD Transactions	Total	
3910-030	Transfers In From Development Services Fund	\$23,093.00	\$90,160.00	26%	\$26,711.00	\$88,389.00	30%
3910-050	Transfers In From Onsite Wastewater Fund	\$0.00	\$0.00	+++	\$27,443.00	\$46,131.00	59%
3910-055	Transfers In From DIF Fire	\$0.00	\$0.00	+++	\$0.00	\$18,284.30	0%
3910-070	Transfers In From Animal Control	\$7,289.00	\$21,362.00	34%	\$1,434.00	\$29,897.00	5%
3910-080	Transfers In From Code Enforcement Reimb	\$0.00	\$0.00	+++	\$3,697.77	\$3,697.77	100%
3910-112	Transfers In From Federal CMAQ Fund	\$17,780.90	\$25,678.00	69%	\$6,742.00	\$19,615.08	34%
3910-120	Transfers In From State Gas Tax Fund	\$34,842.00	\$122,648.00	28%	\$39,439.00	\$104,884.00	38%
3910-126	Transfers In From ARRA Fund	\$0.00	\$0.00	+++	\$20,609.50	\$36,893.72	56%
3910-140	Transfers In From Traffic Safety Fund	\$6,650.00	\$26,000.00	26%	\$6,650.00	\$26,000.00	26%
3910-160	Transfers In From BHS Development Svcs Fund	\$5,000.00	\$25,227.00	20%	\$5,000.00	\$16,686.00	30%
3910-204	Transfers In From State SLESF Grant Fund	\$11,250.00	\$45,000.00	25%	\$11,250.00	\$45,000.00	25%
3910-215	Transfers In From Aband Vehicle Abate Fund	\$690.54	\$0.00	+++	\$0.00	\$0.00	+++
3910-254	Transfers In From BTA Memorial So Ext Fund	\$0.00	\$0.00	+++	\$0.00	\$8,425.07	0%
3910-308	Transfers In From BHS CDBG 2008 Grant	\$4,470.34	\$0.00	+++	\$0.00	\$26,174.88	0%
3910-502	Transfers In From Signal Development Fund	\$0.00	\$8,189.00	0%	\$0.00	\$0.00	+++
3910-503	Transfers In From Drainage Trust	\$4,439.02	\$17,696.00	25%	\$7,500.00	\$30,000.00	25%
3910-505	Transfers In From Memorial Trailway Fund	\$2,225.51	\$2,218.00	100%	\$0.00	\$0.00	+++
3910-510	Transfers In From Impact Fees Road Imp Fund	\$844.38	\$9,877.00	9%	\$0.00	\$0.00	+++
3910-551	Transfers In From Impact Fees Drainage Fund	\$5,015.00	\$20,000.00	25%	\$0.00	\$0.00	+++
3910-807	Transfers In From Dr. Horlic Renovation Donat	\$5,365.06	\$21,469.00	25%	\$0.00	\$0.00	+++
3910-900	Transfers In From Transit Fund	\$896.00	\$5,941.00	15%	\$1,544.00	\$4,116.00	38%
3910-920	Transfers In From RDA Non Housing Fund	\$802.00	\$3,977.00	20%	\$7,060.00	\$23,381.00	30%
3910-921	Transfers In From RDA Housing Fund	\$154.00	\$1,714.00	9%	\$1,433.00	\$4,328.00	33%
3910-970	Transfers In From Self Insurance Trust Fund	\$143,646.00	\$143,646.00	100%	\$350,500.00	\$377,859.00	93%
Program: 0000 Non Program Activity Totals:		\$414,238.75	\$9,760,482.00	4%	\$668,739.80	\$10,127,179.84	7%
Department: 00 Non Department Activity Totals:		\$414,238.75	\$9,760,482.00	4%	\$668,739.80	\$10,127,179.84	7%
Department: 25 Finance							
Program: 5005 Rental Properties							
3901-100	Refunds & Reimbursements Miscellaneous	\$536.06	\$1,840.00	29%	\$694.71	\$2,016.95	34%
Program: 5005 Rental Properties Totals:		\$536.06	\$1,840.00	29%	\$694.71	\$2,016.95	34%
Department: 25 Finance Totals:		\$536.06	\$1,840.00	29%	\$694.71	\$2,016.95	34%
Department: 30 Police							

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12 YTD Transactions	2011/12 Amended Budget	% Used/ Rec'd	2010/11 YTD Transactions	2010/11 Total	% Used/ Rec'd
Program: 0000 Non Program Activity							
3320-100	Federal Revenue - Other Refunds and Reimbursements	\$486.04	\$0.00	+++	\$0.00	\$16,801.84	0%
3345-004	State Revenues - Other POST Reimbursements	\$6,419.70	\$18,000.00	36%	\$4,097.08	\$19,318.86	21%
3345-100	State Revenues - Other Refunds & Reimbursements	\$0.00	\$15,000.00	0%	\$0.00	\$24,317.73	0%
3380-100	Local Government Revenue Fines and Forfeitures	\$2,255.18	\$32,000.00	7%	\$2,987.49	\$42,931.33	7%
3380-106	Local Government Revenue Administrative Citations Police	\$0.00	\$0.00	+++	\$0.00	\$200.00	0%
3421-100	Police Vehicle Repossession	\$42.00	\$250.00	17%	\$42.00	\$315.00	13%
3421-103	Police Weapons Storage Fee	\$309.00	\$800.00	39%	\$287.00	\$819.00	35%
3421-105	Police Cite Sign Off / VIN Verification	\$483.00	\$2,300.00	21%	\$600.49	\$2,523.97	24%
3421-110	Police DUI Accident & Arrest Processing	\$0.00	\$10,000.00	0%	\$0.00	\$0.00	+++
3421-111	Police Vehicle Impound Fee	\$560.00	\$1,600.00	35%	\$448.00	\$1,456.00	31%
3421-115	Police Police Report (Copy)	\$1,593.50	\$6,800.00	23%	\$1,973.50	\$6,876.78	29%
3421-120	Police Fingerprint Processing	\$2,337.00	\$12,000.00	19%	\$3,382.89	\$12,160.64	28%
3421-122	Police Visa/Clearance Letter	\$13.00	\$78.00	17%	\$65.00	\$104.00	63%
3421-128	Police Statutory Registration	\$300.00	\$810.00	37%	\$210.00	\$960.00	22%
3421-130	Police Reproduce/Sale of Tapes & Photos	\$52.00	\$150.00	35%	\$39.00	\$130.39	30%
3421-140	Police Alarm System Registration	\$10.00	\$100.00	10%	(\$32.00)	\$188.50	-17%
3421-141	Police False Alarm Response	\$68.00	\$2,000.00	3%	\$752.08	\$1,651.76	46%
3421-180	Police Special Services	\$361.00	\$2,000.00	18%	\$304.00	\$1,972.00	15%
3421-182	Police Research on Request	\$0.00	\$0.00	+++	\$0.00	\$30.00	0%
3901-100	Refunds & Reimbursements Miscellaneous	\$726.51	\$1,000.00	73%	\$51.96	\$4,635.16	1%
3901-140	Refunds & Reimbursements Negligence Cost Recovery Fees	\$0.00	\$1,000.00	0%	\$9,084.73	\$10,482.49	87%
3902-100	Miscellaneous Revenue General	\$2.75	\$0.00	+++	\$3,900.36	\$3,880.16	101%
Program: 0000 Non Program Activity Totals:		\$16,018.68	\$105,888.00	15%	\$28,193.58	\$151,755.61	19%
Department: 30 Police Totals:		\$16,018.68	\$105,888.00	15%	\$28,193.58	\$151,755.61	19%
Department: 35 Fire							
Program: 0000 Non Program Activity							
3380-103	Local Government Revenue Fines and Citations Fire	\$2,600.00	\$3,000.00	87%	\$0.00	\$0.00	+++
3410-150	Administrative Services Late Fees	\$67.32	\$0.00	+++	\$18.07	\$41.65	43%
3422-303	Fire Out Of Hours Burning Response	\$373.12	\$500.00	75%	\$88.00	\$1,337.60	7%
3422-304	Fire Fuel Reduction Burn Permit	\$0.00	\$500.00	0%	\$0.00	\$510.00	0%
3422-310	Fire Report Copying	\$13.00	\$250.00	5%	\$117.00	\$454.75	26%

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12		% Used/ Rec'd	2010/11 YTD		% Used/ Rec'd
		2011/12 YTD Transactions	Amended Budget		Transactions	2010/11 Total	
3422-315	Fire Residential Burning Regulation	\$0.00	\$10,000.00	0%	\$0.00	\$10,450.00	0%
3422-330	Fire Campfire/Special Activity Permit	\$0.00	\$100.00	0%	\$44.00	\$132.00	33%
3422-335	Fire Land Clearing Fire Regulation	\$0.00	\$0.00	+++	\$0.00	\$75.00	0%
3422-344	Fire Negligent/Reckless Cost Recovery	\$0.00	\$0.00	+++	(\$139.53)	(\$322.05)	43%
3422-375	Fire Stand By	\$0.00	\$0.00	+++	\$68.95	\$106.95	64%
3422-380	Fire Response DUI Accident	\$0.00	\$0.00	+++	\$0.00	\$1,730.52	0%
3422-385	Fire Hazard Material Response	\$0.00	\$0.00	+++	\$176.00	\$264.00	67%
3901-100	Refunds & Reimbursements Miscellaneous	\$0.00	\$500.00	0%	\$95.38	\$1,325.38	7%
3902-100	Miscellaneous Revenue General	\$0.00	\$0.00	+++	\$303.50	\$303.42	100%
3910-810	Transfers In From Fire Donation Fund	\$0.00	\$0.00	+++	\$0.00	\$104,000.00	0%
Program: 0000 Non Program Activity Totals:		\$3,053.44	\$14,850.00	21%	\$771.37	\$120,409.22	1%
Department: 35 Fire Totals:		\$3,053.44	\$14,850.00	21%	\$771.37	\$120,409.22	1%
Department: 40 Community Development							
Program: 4720 CDD Planning							
3380-101	Local Government Revenue Fines and Citations Comm Develop	\$320.00	\$40,000.00	1%	\$0.00	\$40,392.88	0%
3400-101	CDD Planning Appeals Review	\$0.00	\$0.00	+++	\$80.00	\$80.00	100%
3400-104	CDD Planning Tentative Parcel Map	\$0.00	\$3,300.00	0%	\$0.00	\$4,950.00	0%
3400-107	CDD Planning Major Map Modification Review	\$680.00	\$0.00	+++	\$0.00	\$0.00	+++
3400-108	CDD Planning Road Name Review	\$0.00	\$356.00	0%	\$178.00	\$356.00	50%
3400-111	CDD Planning Landscape Plan	\$216.00	\$0.00	+++	\$0.00	\$0.00	+++
3400-115	CDD Planning CEQA Analysis/Document	\$0.00	\$300.00	0%	\$297.50	\$297.50	100%
3400-123	CDD Planning Tree Pres/Protect Plan Review	\$285.00	\$0.00	+++	\$0.00	\$0.00	+++
3400-130	CDD Planning General Plan Amend and Rezoning	\$0.00	\$2,000.00	0%	\$0.00	\$0.00	+++
3400-142	CDD Planning Annexation Application and Fee	\$0.00	\$500.00	0%	\$0.00	\$0.00	+++
3400-146	CDD Planning New Business Check List Review	\$0.00	\$0.00	+++	\$69.00	\$138.00	50%
3400-150	CDD Planning Code Compliance Enforcement Fee	\$0.00	\$0.00	+++	\$0.00	\$152.00	0%
3400-170	CDD Planning Use Permit Class A	\$0.00	\$576.00	0%	\$576.00	(\$302.24)	-191%
3400-171	CDD Planning Use Permit Class B	\$0.00	\$952.00	0%	\$952.00	\$1,904.00	50%
3400-173	CDD Planning Temporary Use Permit	\$84.00	\$488.00	17%	\$244.00	\$488.00	50%
3400-174	CDD Planning Administrative Permit	\$645.00	\$4,200.00	15%	\$1,072.50	\$4,790.50	22%
3400-177	CDD Planning Site Plan/Use Permit Mod Class A	\$0.00	\$290.00	0%	\$0.00	\$0.00	+++
3400-178	CDD Planning Site Plan/Use Permit Mod Class B	\$476.00	\$0.00	+++	\$0.00	\$476.00	0%

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12		% Used/ Rec'd	2010/11		% Used/ Rec'd
		YTD Transactions	Amended Budget		YTD Transactions	Total	
3400-184	CDD Planning Site Plan Review Class A	\$0.00	\$510.00	0%	\$0.00	\$0.00	+++
3400-185	CDD Planning Site Plan Review Class B	\$0.00	\$750.00	0%	\$752.00	\$752.00	100%
3400-195	CDD Planning Public Convenience/Necessity	\$88.00	\$0.00	+++	\$0.00	\$88.00	0%
3400-200	CDD Planning Tree Felling Permit	\$6,268.76	\$18,000.00	35%	\$5,015.00	\$19,417.00	26%
Program: 4720 CDD Planning Totals:		\$9,062.76	\$72,222.00	13%	\$9,236.00	\$73,979.64	12%
Program: 4780 CDD - Waste Management							
3182-335	Franchise Taxes Franchise Taxes	\$0.00	\$33,367.00	0%	\$0.00	\$33,896.83	0%
3340-400	State Funding - Grants Waste Mgmt	\$0.00	\$0.00	+++	(\$2,896.25)	\$0.00	+++
3345-200	State Revenues - Other Miscellaneous	\$7,173.00	\$4,500.00	159%	(\$2,849.68)	(\$2,849.68)	100%
3380-104	Local Government Revenue Fines and Citations Waste Mgmt	\$1,600.00	\$20,000.00	8%	\$0.00	\$21,423.13	0%
Program: 4780 CDD - Waste Management Totals:		\$8,773.00	\$57,867.00	15%	(\$5,745.93)	\$52,470.28	-11%
Department: 40 Community Development Totals:		\$17,835.76	\$130,089.00	14%	\$3,490.07	\$126,449.92	3%
Department: 45 Public Works							
Program: 4740 Public Works - Engineering							
3402-201	PW Engineering Final Parcel Map	\$680.00	\$3,500.00	19%	\$1,360.00	\$3,556.00	38%
3402-205	PW Engineering Street Abandonment	\$0.00	\$0.00	+++	\$0.00	\$975.00	0%
3402-220	PW Engineering Land Divisn/Pvt Develop Projects	\$31,544.44	\$4,000.00	789%	\$1,233.70	\$4,028.23	31%
3402-221	PW Engineering Prepare/Record Covnant Agreement	\$1.00	\$0.00	+++	\$0.00	\$1.00	0%
3402-223	PW Engineering Engineering Site Plan	\$0.00	\$0.00	+++	\$0.00	\$775.00	0%
3402-224	PW Engineering Grading Check/Inspection	\$1,229.50	\$700.00	176%	\$144.00	\$1,039.50	14%
3402-225	PW Engineering Cert of Correct w/out Hearing	\$0.00	\$305.00	0%	\$305.00	\$305.00	100%
3402-226	PW Engineering Cert of Correction with Hearing	\$0.00	\$0.00	+++	\$0.00	\$443.00	0%
3402-228	PW Engineering Lot Line Adjustment	\$505.00	\$2,000.00	25%	\$1,010.00	\$2,297.00	44%
3402-230	PW Engineering Engineer Drain Plan/Calc Review	\$11,915.88	\$1,000.00	1,192%	\$692.00	\$3,115.83	22%
3402-232	PW Engineering Erosion Control Plan Review	\$576.00	\$0.00	+++	\$0.00	\$0.00	+++
3402-250	PW Engineering Oversized Vehicle Regulation	\$213.00	\$0.00	+++	\$35.50	\$35.50	100%
3402-270	PW Engineering Encroachment Permit Fees	\$8,307.64	\$5,000.00	166%	\$798.88	\$5,810.90	14%
Program: 4740 Public Works - Engineering Totals:		\$54,972.46	\$16,505.00	333%	\$5,579.08	\$22,381.96	25%
Program: 4745 Paradise Community Park							
3470-251	Parks & Recreation Space Rental	\$1,375.00	\$2,300.00	60%	\$1,760.00	\$2,670.00	66%
3470-255	Parks & Recreation Museum Building Fees	\$0.00	\$1.00	0%	\$0.00	\$0.00	+++
3470-258	Parks & Recreation Miscellaneous	\$450.00	\$0.00	+++	\$0.00	\$0.00	+++

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12		% Used/ Rec'd	2010/11 YTD		% Used/ Rec'd
		2011/12 YTD Transactions	Amended Budget		Transactions	2010/11 Total	
Program: 4745 Paradise Community Park Totals:		\$1,825.00	\$2,301.00	79%	\$1,760.00	\$2,670.00	66%
Department: 45 Public Works Totals:		\$56,797.46	\$18,806.00	302%	\$7,339.08	\$25,051.96	29%
REVENUE Totals		\$508,480.15	\$10,031,955.00	5%	\$709,228.61	\$10,552,863.50	7%

EXPENSE

Department: 00 Non Department Activity

Program: 0000 Non Program Activity

5225	Bank Fees and Charges	\$3,032.82	\$10,600.00	29%	\$2,452.59	\$10,440.91	23%
5280-100	Bad Debt Write Off Expense	\$0.00	\$500.00	0%	\$199.64	\$486.96	41%
5501	Debt Service Payment - Principal	\$0.00	\$623,644.00	0%	\$0.00	\$636,297.45	0%
5502	Debt Service Payment - Interest	\$0.00	\$186,357.00	0%	\$0.00	\$148,702.55	0%
5502-150	Debt Service Payment - Interest Interfund Loans	\$1,415.27	\$5,792.00	24%	\$2,153.16	\$10,533.95	20%
5502-201	Debt Service Payment - Interest Tax Anticipation Notes	\$0.00	\$57,500.00	0%	\$0.00	\$37,892.05	0%
5510-201	Bond Payments - Issuance Costs Tax Anticipation Notes	\$8,150.00	\$0.00	+++	\$8,921.76	\$8,921.76	100%
Program: 0000 Non Program Activity Totals:		\$12,598.09	\$884,393.00	1%	\$13,727.15	\$853,275.63	2%
Department: 00 Non Department Activity Totals:		\$12,598.09	\$884,393.00	1%	\$13,727.15	\$853,275.63	2%

Department: 10 Legislative

Program: 4000 Town Council

5101	Salaries - Permanent	\$4,230.00	\$18,000.00	24%	\$4,140.00	\$16,770.00	25%
5107	Car Allowance/Mileage	\$1,350.00	\$5,400.00	25%	\$1,350.00	\$5,400.00	25%
5111	Medicare	\$84.90	\$339.00	25%	\$84.90	\$339.60	25%
5112-102	Retirement Contribution Social Security	\$362.70	\$1,451.00	25%	\$290.16	\$1,329.90	22%
5113	Worker's Compensation	\$35.36	\$141.00	25%	\$36.00	\$144.00	25%
5202-100	Operating Supplies General	\$0.00	\$375.00	0%	\$0.00	\$257.94	0%
5220-100	Employee Development General	\$1,033.87	\$11,120.00	9%	\$385.80	\$12,479.83	3%
5223-105	Meals and Refreshments Emergencies and Meetings	\$0.00	\$0.00	+++	\$46.46	\$46.46	100%
Program: 4000 Town Council Totals:		\$7,096.83	\$36,826.00	19%	\$6,333.32	\$36,767.73	17%
Department: 10 Legislative Totals:		\$7,096.83	\$36,826.00	19%	\$6,333.32	\$36,767.73	17%

Department: 15 Town Clerk

Program: 4100 Town Clerk

5101	Salaries - Permanent	\$35,486.41	\$153,542.00	23%	\$33,398.77	\$177,355.23	19%
5106-100	Incentives & Admin Leave Administrative Leave	\$0.00	\$7,899.00	0%	\$0.00	\$2,418.25	0%

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12		% Used/ Rec'd	2010/11 YTD		% Used/ Rec'd
		2011/12 YTD Transactions	Amended Budget		Transactions	2010/11 Total	
5107	Car Allowance/Mileage	\$1,192.00	\$4,800.00	25%	\$1,151.00	\$4,607.00	25%
5111	Medicare	\$511.83	\$2,411.00	21%	\$466.24	\$2,508.18	19%
5112-101	Retirement Contribution PERS	\$4,326.01	\$18,404.00	24%	\$5,706.58	\$22,095.61	26%
5113	Worker's Compensation	\$305.20	\$1,217.00	25%	\$350.00	\$1,400.00	25%
5114-101	Health Insurance M. D. & V.	\$4,857.27	\$18,518.00	26%	\$4,977.45	\$21,224.38	23%
5115	Unemployment Compensation	\$2,275.18	\$6,448.00	35%	\$261.79	\$0.00	+++
5116-101	Life and Disability Insurance Life & Disab.	\$342.28	\$1,280.00	27%	\$400.51	\$1,627.49	25%
5119-100	Retiree Costs Medical Insurance	\$5,184.41	\$17,561.00	30%	\$4,149.84	\$16,906.45	25%
5122	Accrual Bank Payoff	\$173.55	\$0.00	+++	\$0.00	\$0.00	+++
5201-100	Office Supplies General	\$0.00	\$500.00	0%	\$276.98	\$556.87	50%
5202-100	Operating Supplies General	(\$270.40)	\$550.00	-49%	\$8.29	\$808.30	1%
5204	Subscriptions and Code Books	\$79.94	\$1,425.00	6%	\$86.04	\$1,455.33	6%
5210-100	Postage General	\$57.68	\$600.00	10%	\$104.07	\$294.45	35%
5213-100	Professional/Contract Services General	\$2,040.15	\$5,510.00	37%	\$1,494.81	\$4,002.10	37%
5214-100	Repair and Maint Service General	\$0.00	\$0.00	+++	\$986.41	\$986.41	100%
5218-100	Advertising General	\$498.28	\$4,370.00	11%	\$1,480.78	\$4,587.80	32%
5219-100	Printing General	\$0.00	\$50.00	0%	\$0.00	\$54.13	0%
5220-100	Employee Development General	\$1,280.00	\$1,280.00	100%	\$52.00	\$52.00	100%
5221	Election-County Services	\$0.00	\$0.00	+++	\$0.00	\$12,551.38	0%
5501	Debt Service Payment - Principal	\$97.00	\$193.00	50%	\$960.65	\$1,057.30	91%
Program: 4100 Town Clerk Totals:		\$58,436.79	\$246,558.00	24%	\$56,312.21	\$276,548.66	20%
Department: 15 Town Clerk Totals:		\$58,436.79	\$246,558.00	24%	\$56,312.21	\$276,548.66	20%
Department: 20 Administrative Services							
Program: 4200 Town Manager							
5101	Salaries - Permanent	\$38,999.74	\$137,920.00	28%	\$19,140.36	\$95,509.41	20%
5106-100	Incentives & Admin Leave Administrative Leave	\$0.00	\$0.00	+++	\$0.00	\$3,894.12	0%
5107	Car Allowance/Mileage	\$84.00	\$0.00	+++	\$363.00	\$1,533.00	24%
5111	Medicare	\$544.01	\$2,000.00	27%	\$236.36	\$1,232.69	19%
5112-101	Retirement Contribution PERS	\$4,263.14	\$11,091.00	38%	\$2,880.25	\$11,508.20	25%
5113	Worker's Compensation	\$368.15	\$1,468.00	25%	\$202.00	\$808.00	25%
5114-101	Health Insurance M. D. & V.	\$5,355.94	\$12,220.00	44%	\$2,805.02	\$12,363.72	23%
5115	Unemployment Compensation	\$320.05	\$0.00	+++	\$167.03	\$0.00	+++

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12		% Used/ Rec'd	2010/11 YTD		% Used/ Rec'd
		2011/12 YTD Transactions	Amended Budget		Transactions	2010/11 Total	
5116-101	Life and Disability Insurance Life & Disab.	\$295.72	\$816.00	36%	\$111.54	\$390.64	29%
5119-100	Retiree Costs Medical Insurance	\$4,493.40	\$22,338.00	20%	\$4,317.84	\$17,442.87	25%
5201-100	Office Supplies General	\$397.04	\$200.00	199%	\$121.98	\$190.07	64%
5202-100	Operating Supplies General	\$43.92	\$150.00	29%	\$88.17	\$119.71	74%
5204	Subscriptions and Code Books	\$0.00	\$50.00	0%	\$0.00	\$0.00	+++
5210-100	Postage General	\$6.56	\$50.00	13%	\$8.09	\$23.05	35%
5214-100	Repair and Maint Service General	\$65.00	\$150.00	43%	\$0.00	\$65.00	0%
5220-100	Employee Development General	\$0.00	\$160.00	0%	\$0.00	\$245.00	0%
5223-105	Meals and Refreshments Emergencies and Meetings	\$78.58	\$0.00	+++	\$7.69	\$103.66	7%
5260	Miscellaneous	\$0.00	\$0.00	+++	\$0.00	\$23.99	0%
5501	Debt Service Payment - Principal	\$97.00	\$193.00	50%	\$1,023.00	\$1,216.30	84%
Program: 4200 Town Manager Totals:		\$55,412.25	\$188,806.00	29%	\$31,472.33	\$146,669.43	21%
Program: 4201 Central Services							
5101	Salaries - Permanent	\$27,680.64	\$119,258.00	23%	\$22,122.71	\$116,432.69	19%
5106-100	Incentives & Admin Leave Administrative Leave	\$0.00	\$3,574.00	0%	\$0.00	\$3,525.72	0%
5111	Medicare	\$390.80	\$1,781.00	22%	\$309.72	\$1,687.48	18%
5112-101	Retirement Contribution PERS	\$2,880.47	\$12,204.00	24%	\$3,806.99	\$12,806.82	30%
5113	Worker's Compensation	\$338.30	\$1,349.00	25%	\$304.00	\$1,217.00	25%
5114-101	Health Insurance M. D. & V.	\$3,270.11	\$13,079.00	25%	\$3,074.54	\$13,085.17	23%
5115	Unemployment Compensation	\$218.95	\$0.00	+++	\$172.64	\$0.00	+++
5116-101	Life and Disability Insurance Life & Disab.	\$276.00	\$1,057.00	26%	\$279.54	\$1,120.76	25%
5199-199	Other Fund Support IT-Serv from Tech Fee	(\$12,375.00)	(\$49,500.00)	25%	(\$12,000.00)	(\$48,000.00)	25%
5201-100	Office Supplies General	\$0.00	\$0.00	+++	\$2,173.87	\$4,484.61	48%
5202-100	Operating Supplies General	\$3,337.63	\$10,306.00	32%	\$1,129.77	\$8,832.96	13%
5203-100	Repairs and Maint Supplies General	\$72.97	\$1,100.00	7%	\$269.10	\$673.29	40%
5204	Subscriptions and Code Books	\$0.00	\$0.00	+++	\$0.00	\$30.00	0%
5209-101	Auto Fuel Expense Town Vehicles	\$82.15	\$295.00	28%	\$38.62	\$233.91	17%
5209-105	Auto Fuel Expense Employee Personal Vehicle Use	\$0.00	\$0.00	+++	\$10.00	\$22.00	45%
5210-100	Postage General	\$0.00	\$150.00	0%	\$5.28	\$234.42	2%
5211-135	Utilities Water and Sewer	\$161.00	\$650.00	25%	\$212.21	\$691.86	31%
5211-137	Utilities Electric and Gas	\$4,388.93	\$23,690.00	19%	\$5,405.24	\$24,652.64	22%
5212-100	Insurance General	\$167,651.59	\$9,530.00	99%	\$169,732.96	\$169,732.96	100%

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12		% Used/ Rec'd	2010/11		% Used/ Rec'd
		2011/12 YTD Transactions	Amended Budget		YTD Transactions	2010/11 Total	
5213-100	Professional/Contract Services General	\$15,645.86	\$38,588.00	41%	\$14,690.00	\$40,683.49	36%
5214-100	Repair and Maint Service General	\$8,333.78	\$58,466.00	14%	\$15,418.44	\$67,511.22	23%
5215-100	Rents and Leases Miscellaneous	\$353.94	\$1,429.00	25%	\$382.86	\$1,454.49	26%
5215-106	Rents and Leases Copiers	\$1,251.72	\$5,170.00	24%	\$1,568.79	\$6,041.34	26%
5216-100	Communications General Services	\$7,472.01	\$34,012.00	22%	\$8,362.18	\$32,180.67	26%
5218-100	Advertising General	\$0.00	\$0.00	+++	\$0.00	\$55.15	0%
5219-100	Printing General	\$668.88	\$3,210.00	21%	\$1,846.32	\$3,622.91	51%
5220-100	Employee Development General	\$1,295.00	\$2,180.00	59%	\$1,180.00	\$2,956.30	40%
5223-105	Meals and Refreshments Emergencies and Meetings	\$0.00	\$0.00	+++	\$4.20	\$4.20	100%
5260	Miscellaneous	\$20,540.89	\$21,162.00	97%	\$21,101.81	\$21,201.81	100%
5303	Improvements	\$0.00	\$0.00	+++	\$0.00	\$3,190.00	0%
5304	Furniture & Equipment	\$3,497.33	\$13,365.00	108%	\$2,346.27	\$2,391.74	98%
5500	Bond Payments - Fiscal Agent	\$0.00	\$2,500.00	0%	\$0.00	\$2,500.00	0%
5501	Debt Service Payment - Principal	\$5,116.36	\$16,242.00	32%	\$54,716.40	\$65,839.95	83%
5510	Bond Payments - Issuance Costs	\$1,926.19	\$2,035.00	95%	\$1,938.55	\$1,938.55	100%
Program: 4201 Central Services Totals:		\$264,476.50	\$506,882.00	54%	\$320,603.01	\$563,036.11	57%
Program: 4203 HR and Risk Management							
5101	Salaries - Permanent	\$11,544.53	\$43,094.00	27%	\$17,030.18	\$76,068.08	22%
5105	Salaries - Overtime/FLSA	\$0.00	\$0.00	+++	\$0.00	\$546.73	0%
5111	Medicare	\$164.39	\$625.00	26%	\$245.45	\$1,074.33	23%
5112-101	Retirement Contribution PERS	\$1,192.56	\$4,410.00	27%	\$962.65	\$2,932.00	33%
5113	Worker's Compensation	\$91.54	\$365.00	25%	\$163.00	\$652.00	25%
5114-101	Health Insurance M. D. & V.	\$4,724.42	\$12,644.00	37%	\$899.26	\$6,410.48	14%
5115	Unemployment Compensation	\$78.13	\$0.00	+++	\$124.54	\$0.00	+++
5116-101	Life and Disability Insurance Life & Disab.	\$135.49	\$579.00	23%	\$77.39	(\$123.82)	-63%
5119-120	Retiree Costs PERS 1959 Survivor Benefits	\$0.00	\$2,064.00	0%	\$0.00	\$3,135.60	0%
5201-100	Office Supplies General	\$65.00	\$740.00	9%	\$32.48	\$431.80	8%
5202-100	Operating Supplies General	\$56.68	\$550.00	10%	\$85.40	\$417.67	20%
5204	Subscriptions and Code Books	\$0.00	\$120.00	0%	\$0.00	\$0.00	+++
5209-105	Auto Fuel Expense Employee Personal Vehicle Use	\$0.00	\$0.00	+++	\$0.00	\$153.11	0%
5210-100	Postage General	\$0.00	\$250.00	0%	\$86.10	\$116.16	74%
5213-100	Professional/Contract Services General	\$1,305.00	\$3,825.00	34%	\$893.75	\$3,800.00	24%

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12		% Used/ Rec'd	2010/11		% Used/ Rec'd
		2011/12 YTD Transactions	Amended Budget		YTD Transactions	2010/11 Total	
5219-100	Printing General	\$0.00	\$200.00	0%	\$58.46	\$58.46	100%
5220-100	Employee Development General	\$0.00	\$1,500.00	0%	\$0.00	\$29.86	0%
Program: 4203 HR and Risk Management Totals:		\$19,357.74	\$70,966.00	27%	\$20,658.66	\$95,702.46	22%
Program: 4300 Legal Services							
5210-100	Postage General	\$0.00	\$0.00	+++	\$0.00	\$6.03	0%
5213-100	Professional/Contract Services General	\$46,992.00	\$159,040.00	30%	\$50,166.22	\$209,007.58	24%
Program: 4300 Legal Services Totals:		\$46,992.00	\$159,040.00	30%	\$50,166.22	\$209,013.61	24%
Program: 4550 Fleet Management							
5101	Salaries - Permanent	\$14,136.00	\$59,179.00	24%	\$9,198.50	\$53,492.67	17%
5105	Salaries - Overtime/FLSA	\$0.00	\$0.00	+++	\$2,129.10	\$2,129.10	100%
5106-100	Incentives & Admin Leave Administrative Leave	\$0.00	\$2,462.00	0%	\$0.00	\$2,320.56	0%
5109-100	Allowances Uniform Allowance	\$124.98	\$1,500.00	8%	\$1,124.98	\$1,499.92	75%
5109-102	Allowances Tool Allowance	\$1,000.00	\$0.00	+++	\$0.00	\$0.00	+++
5111	Medicare	\$196.17	\$916.00	21%	\$148.70	\$739.07	20%
5112-101	Retirement Contribution PERS	\$1,481.90	\$6,056.00	24%	\$1,877.87	\$6,147.66	31%
5113	Worker's Compensation	\$477.49	\$1,904.00	25%	\$433.00	\$1,733.00	25%
5114-101	Health Insurance M. D. & V.	\$3,729.60	\$14,978.00	25%	\$3,357.81	\$14,299.17	23%
5115	Unemployment Compensation	\$107.03	\$0.00	+++	\$85.52	\$0.00	+++
5116-101	Life and Disability Insurance Life & Disab.	\$149.63	\$564.00	27%	\$139.32	\$577.85	24%
5119-100	Retiree Costs Medical Insurance	\$2,160.75	\$8,903.00	24%	\$0.00	\$8,445.20	0%
5201-100	Office Supplies General	\$0.00	\$150.00	0%	\$70.28	\$70.28	100%
5202-100	Operating Supplies General	\$0.00	\$300.00	0%	\$61.23	\$378.97	16%
5203-100	Repairs and Maint Supplies General	\$11,808.25	\$35,450.00	33%	\$16,219.33	\$44,683.61	36%
5204	Subscriptions and Code Books	\$0.00	\$400.00	0%	\$0.00	\$0.00	+++
5209-101	Auto Fuel Expense Town Vehicles	\$342.22	\$750.00	46%	\$48.01	\$1,015.54	5%
5210-100	Postage General	\$0.00	\$50.00	0%	\$5.70	\$76.25	7%
5213-100	Professional/Contract Services General	\$121.50	\$3,700.00	3%	\$900.00	\$3,481.95	26%
5214-100	Repair and Maint Service General	\$3,921.71	\$22,000.00	18%	\$4,849.44	\$24,927.71	19%
5216-100	Communications General Services	\$360.33	\$840.00	43%	\$100.37	\$641.55	16%
5219-100	Printing General	\$0.00	\$0.00	+++	\$87.47	\$87.47	100%
5220-100	Employee Development General	\$0.00	\$1,500.00	0%	\$0.00	\$1,269.19	0%
5501	Debt Service Payment - Principal	\$2,183.01	\$4,365.00	50%	\$2,341.66	\$4,524.32	52%

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12		% Used/ Rec'd	2010/11		% Used/ Rec'd
		YTD Transactions	Amended Budget		YTD Transactions	Total	
Program: 4550 Fleet Management Totals:		\$42,300.57	\$165,967.00	25%	\$43,178.29	\$172,541.04	25%
Program: 4615 Fire - EOC							
5202-100	Operating Supplies General	\$0.00	\$200.00	0%	\$0.00	\$231.07	0%
5203-100	Repairs and Maint Supplies General	\$0.00	\$500.00	0%	\$0.00	\$2,659.69	0%
5214-100	Repair and Maint Service General	\$12,000.00	\$12,000.00	100%	\$11,586.85	\$12,692.84	91%
5216-100	Communications General Services	\$942.86	\$3,857.00	24%	\$973.47	\$3,868.06	25%
5219-100	Printing General	\$0.00	\$0.00	+++	\$33.94	\$33.94	100%
5220-100	Employee Development General	\$99.00	\$0.00	+++	\$0.00	\$0.00	+++
5223-105	Meals and Refreshments Emergencies and Meetings	\$34.76	\$0.00	+++	\$0.00	\$1,064.64	0%
Program: 4615 Fire - EOC Totals:		\$13,076.62	\$16,557.00	79%	\$12,594.26	\$20,550.24	61%
Department: 20 Administrative Services Totals:		\$441,615.68	\$1,108,218.00	40%	\$478,672.77	\$1,207,512.89	40%
Department: 25 Finance							
Program: 4400 Finance							
5101	Salaries - Permanent	\$36,793.91	\$146,504.00	25%	\$30,995.40	\$146,895.14	21%
5105	Salaries - Overtime/FLSA	\$0.00	\$0.00	+++	\$0.00	\$35.78	0%
5106-100	Incentives & Admin Leave Administrative Leave	\$0.00	\$7,243.00	0%	\$0.00	\$6,136.16	0%
5107	Car Allowance/Mileage	\$1,084.00	\$4,368.00	25%	\$1,008.00	\$4,032.00	25%
5111	Medicare	\$518.54	\$2,303.00	23%	\$444.62	\$2,193.24	20%
5112-101	Retirement Contribution PERS	\$5,254.09	\$21,537.00	24%	\$5,328.62	\$17,452.24	31%
5113	Worker's Compensation	\$337.05	\$1,344.00	25%	\$321.00	\$1,284.00	25%
5114-101	Health Insurance M. D. & V.	\$6,955.67	\$24,506.00	28%	\$6,261.72	\$24,163.64	26%
5115	Unemployment Compensation	\$4,976.24	\$9,316.00	53%	\$248.16	\$2,466.00	10%
5116-101	Life and Disability Insurance Life & Disab.	\$328.59	\$1,218.00	27%	\$401.05	\$1,411.65	28%
5119-100	Retiree Costs Medical Insurance	\$2,331.86	\$8,903.00	26%	\$2,273.55	\$9,230.61	25%
5122	Accrual Bank Payoff	\$0.00	\$736.00	0%	\$0.00	\$2,269.74	0%
5201-100	Office Supplies General	\$53.13	\$250.00	21%	\$13.51	\$106.39	13%
5202-100	Operating Supplies General	\$0.00	\$700.00	0%	\$271.32	\$974.33	28%
5203-100	Repairs and Maint Supplies General	\$0.00	\$0.00	+++	\$0.00	\$1.20	0%
5210-100	Postage General	\$495.63	\$1,938.00	26%	\$497.96	\$1,835.90	27%
5213-100	Professional/Contract Services General	\$138.86	\$2,865.00	5%	\$2,700.00	\$10,728.00	25%
5214-100	Repair and Maint Service General	\$117.47	\$400.00	29%	\$140.00	\$719.19	19%
5216-100	Communications General Services	\$159.49	\$0.00	+++	\$172.09	\$687.23	25%

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12		% Used/ Rec'd	2010/11 YTD		% Used/ Rec'd
		2011/12 YTD Transactions	Amended Budget		2010/11 YTD Transactions	2010/11 Total	
5218-100	Advertising General	\$0.00	\$0.00	+++	\$0.00	\$846.40	0%
5219-100	Printing General	\$852.95	\$650.00	131%	\$0.00	\$388.89	0%
5220-100	Employee Development General	\$200.00	\$364.00	55%	\$0.00	\$160.00	0%
5260	Miscellaneous	\$0.00	\$0.00	+++	\$0.00	\$315.12	0%
5304	Furniture & Equipment	\$0.00	\$0.00	+++	\$827.57	\$827.57	100%
5501	Debt Service Payment - Principal	\$0.00	\$0.00	+++	\$1,197.65	\$1,101.00	109%
Program: 4400 Finance Totals:		\$60,597.48	\$235,145.00	26%	\$53,102.22	\$236,261.42	22%
Program: 5005 Rental Properties							
5211-175	Utilities Rental Properties	\$750.34	\$1,840.00	41%	\$694.70	\$2,039.88	34%
Program: 5005 Rental Properties Totals:		\$750.34	\$1,840.00	41%	\$694.70	\$2,039.88	34%
Department: 25 Finance Totals:		\$61,347.82	\$236,985.00	26%	\$53,796.92	\$238,301.30	23%
Department: 30 Police							
Program: 4510 Police Administration							
5101	Salaries - Permanent	\$72,348.29	\$316,615.00	23%	\$55,963.86	\$300,293.01	19%
5104	Wages - PS Holiday Pay	\$3,219.52	\$14,285.00	23%	\$2,977.44	\$13,973.60	21%
5106-100	Incentives & Admin Leave Administrative Leave	\$0.00	\$12,915.00	0%	\$0.00	\$0.00	+++
5106-101	Incentives & Admin Leave School Incentive	\$1,920.00	\$8,400.00	23%	\$1,920.00	\$8,700.80	22%
5109-100	Allowances Uniform Allowance	\$589.98	\$2,360.00	25%	\$589.98	\$2,359.92	25%
5111	Medicare	\$757.15	\$3,383.00	22%	\$592.85	\$3,120.36	19%
5112-101	Retirement Contribution PERS	\$21,553.24	\$91,710.00	24%	\$17,875.46	\$77,158.54	23%
5113	Worker's Compensation	\$9,936.71	\$39,623.00	25%	\$9,646.00	\$38,584.00	25%
5114-101	Health Insurance M. D. & V.	\$9,588.71	\$38,859.00	25%	\$8,627.73	\$36,753.93	23%
5115	Unemployment Compensation	\$624.69	\$0.00	+++	\$497.11	\$0.00	+++
5116-101	Life and Disability Insurance Life & Disab.	\$641.01	\$2,428.00	26%	\$633.18	\$2,546.75	25%
5119-100	Retiree Costs Medical Insurance	\$9,203.42	\$33,339.00	28%	\$37,645.41	\$36,551.80	103%
5119-120	Retiree Costs PERS 1959 Survivor Benefits	\$0.00	\$1,632.00	0%	\$0.00	\$1,216.80	0%
5201-100	Office Supplies General	\$783.83	\$3,282.00	24%	\$192.76	\$2,678.81	7%
5202-100	Operating Supplies General	\$1,072.72	\$8,156.00	13%	\$2,595.96	\$8,185.47	32%
5203-100	Repairs and Maint Supplies General	\$301.41	\$1,790.00	17%	\$442.57	\$2,050.35	22%
5204	Subscriptions and Code Books	\$0.00	\$300.00	0%	\$205.79	\$471.13	44%
5209-105	Auto Fuel Expense Employee Personal Vehicle Use	\$0.00	\$50.00	0%	\$0.00	\$0.00	+++
5210-100	Postage General	\$505.95	\$2,750.00	18%	\$708.34	\$2,183.19	32%

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12		% Used/ Rec'd	2010/11 YTD		% Used/ Rec'd
		2011/12 YTD Transactions	Amended Budget		Transactions	2010/11 Total	
5211-135	Utilities Water and Sewer	\$138.09	\$900.00	15%	\$151.49	\$907.61	17%
5211-137	Utilities Electric and Gas	\$5,521.66	\$29,500.00	19%	\$6,376.24	\$27,847.64	23%
5211-139	Utilities Propane	\$1,428.14	\$1,250.00	114%	\$60.56	\$978.13	6%
5213-100	Professional/Contract Services General	\$14,514.17	\$50,678.00	29%	\$20,043.55	\$47,403.34	42%
5214-100	Repair and Maint Service General	\$10,211.34	\$54,958.00	21%	\$13,236.45	\$43,938.86	30%
5215-100	Rents and Leases Miscellaneous	\$249.72	\$710.00	35%	\$246.21	\$557.79	44%
5215-106	Rents and Leases Copiers	\$1,835.64	\$7,500.00	24%	\$1,852.74	\$7,410.96	25%
5216-100	Communications General Services	\$2,042.38	\$10,290.00	20%	\$2,711.81	\$9,027.49	30%
5218-100	Advertising General	\$67.00	\$100.00	67%	\$53.94	\$605.32	9%
5219-100	Printing General	\$529.39	\$2,750.00	19%	\$443.01	\$1,942.94	23%
5220-100	Employee Development General	\$1,849.34	\$5,870.00	32%	\$32.50	\$6,769.29	0%
5220-110	Employee Development Education Reimb MOU Program	\$550.00	\$550.00	100%	\$0.00	\$550.00	0%
5223-105	Meals and Refreshments Emergencies and Meetings	\$135.22	\$400.00	34%	\$448.80	\$744.85	60%
5225	Bank Fees and Charges	\$124.92	\$560.00	22%	\$103.41	\$510.64	20%
5260	Miscellaneous	\$0.00	\$0.00	+++	\$0.00	\$315.00	0%
5304	Furniture & Equipment	\$0.00	\$0.00	+++	\$0.00	\$4,600.00	0%
5501	Debt Service Payment - Principal	\$580.00	\$5,397.00	11%	\$8,354.32	\$13,170.73	63%
Program: 4510 Police Administration Totals:		\$172,823.64	\$753,290.00	23%	\$195,229.47	\$704,109.05	28%
Program: 4520 Police Operations							
5101	Salaries - Permanent	\$272,897.23	\$1,187,784.00	23%	\$228,833.31	\$1,209,011.92	19%
5104	Wages - PS Holiday Pay	\$12,202.45	\$57,222.00	21%	\$12,595.39	\$60,903.64	21%
5105	Salaries - Overtime/FLSA	\$51,987.47	\$224,000.00	23%	\$65,311.79	\$263,873.57	25%
5106-101	Incentives & Admin Leave School Incentive	\$8,920.00	\$37,245.00	24%	\$9,330.00	\$39,160.00	24%
5106-200	Incentives & Admin Leave Gym Reimbursement	\$180.00	\$720.00	25%	\$180.00	\$450.00	40%
5109-100	Allowances Uniform Allowance	\$4,806.24	\$18,740.00	26%	\$4,820.52	\$22,955.19	21%
5111	Medicare	\$5,068.21	\$22,542.00	22%	\$4,293.55	\$20,977.07	20%
5112-101	Retirement Contribution PERS	\$72,214.34	\$300,584.00	24%	\$62,942.84	\$278,795.37	23%
5113	Worker's Compensation	\$27,086.91	\$108,010.00	25%	\$27,043.00	\$108,172.00	25%
5114-101	Health Insurance M. D. & V.	\$68,258.80	\$278,139.00	25%	\$60,741.77	\$273,721.90	22%
5115	Unemployment Compensation	\$5,956.34	\$0.00	+++	\$2,435.07	\$3,034.00	80%
5116-101	Life and Disability Insurance Life & Disab.	\$2,779.51	\$10,985.00	25%	\$2,857.07	\$12,113.88	24%
5119-100	Retiree Costs Medical Insurance	\$18,711.14	\$0,694.00	26%	\$0.00	\$65,418.08	0%

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12		% Used/ Rec'd	2010/11		% Used/ Rec'd
		2011/12 YTD Transactions	Amended Budget		YTD Transactions	Total	
5122	Accrual Bank Payoff	\$16,816.87	\$28,926.00	58%	\$0.00	\$4,419.59	0%
5199-130	Other Payroll Expenses Interfund Payroll Transfers	(\$52,460.23)	(\$174,895.00)	30%	(\$69,013.07)	(\$189,337.27)	36%
5202-100	Operating Supplies General	\$977.76	\$17,800.00	5%	\$83.08	\$24,833.46	0%
5204	Subscriptions and Code Books	\$0.00	\$1,000.00	0%	\$0.00	\$519.60	0%
5209-101	Auto Fuel Expense Town Vehicles	\$17,833.78	\$60,900.00	29%	\$12,768.67	\$58,681.39	22%
5209-105	Auto Fuel Expense Employee Personal Vehicle Use	\$0.00	\$50.00	0%	\$0.00	\$0.00	+++
5213-100	Professional/Contract Services General	\$5,891.27	\$24,100.00	24%	\$10,581.76	\$32,904.30	32%
5214-100	Repair and Maint Service General	\$74.37	\$5,000.00	1%	\$0.00	\$0.00	+++
5216-100	Communications General Services	\$1,482.39	\$6,960.00	21%	\$0.00	\$2,606.68	0%
5217	Extradition/Transportation Expen	\$0.00	\$1,000.00	0%	\$0.00	\$0.00	+++
5220-100	Employee Development General	\$6,687.03	\$41,630.00	16%	\$2,641.16	\$19,080.91	14%
5220-110	Employee Development Education Reimb MOU Program	\$0.00	\$2,200.00	0%	\$0.00	\$550.00	0%
5220-120	Employee Development PD Cadet Tuition Reimb Program	\$0.00	\$0.00	+++	\$0.00	\$3,500.00	0%
5223-105	Meals and Refreshments Emergencies and Meetings	\$12.00	\$150.00	8%	\$0.00	\$115.96	0%
5304	Furniture & Equipment	\$0.00	\$0.00	+++	\$0.00	\$5,127.46	0%
5501	Debt Service Payment - Principal	\$0.00	\$193.00	0%	\$1,403.00	\$1,403.00	100%
Program: 4520 Police Operations Totals:		\$548,383.88	\$2,331,679.00	24%	\$439,848.91	\$2,322,991.70	19%
Program: 4530 Public Safety Communications							
5101	Salaries - Permanent	\$92,599.97	\$383,961.00	24%	\$66,581.31	\$357,073.07	19%
5102	Salaries - Temporary	\$13,607.39	\$69,158.00	20%	\$20,549.31	\$81,546.24	25%
5104	Wages - PS Holiday Pay	\$3,924.68	\$17,696.00	22%	\$3,404.09	\$17,177.26	20%
5105	Salaries - Overtime/FLSA	\$4,591.47	\$36,000.00	13%	\$7,454.05	\$38,348.07	19%
5106-101	Incentives & Admin Leave School Incentive	\$2,381.40	\$10,059.00	24%	\$2,391.40	\$9,495.60	25%
5106-200	Incentives & Admin Leave Gym Reimbursement	\$0.00	\$0.00	+++	\$90.00	\$90.00	100%
5109-100	Allowances Uniform Allowance	\$1,534.68	\$5,968.00	26%	\$1,839.73	\$6,647.24	28%
5111	Medicare	\$1,416.98	\$6,735.00	21%	\$1,260.55	\$6,274.66	20%
5112-101	Retirement Contribution PERS	\$10,317.32	\$42,742.00	24%	\$10,190.10	\$42,201.29	24%
5113	Worker's Compensation	\$4,249.74	\$16,943.00	25%	\$4,141.00	\$16,564.00	25%
5114-101	Health Insurance M. D. & V.	\$27,005.50	\$109,555.00	25%	\$20,872.74	\$100,085.81	21%
5115	Unemployment Compensation	\$911.32	\$0.00	+++	\$1,171.44	\$9,955.00	12%
5116-101	Life and Disability Insurance Life & Disab.	\$1,025.65	\$4,150.00	25%	\$901.87	\$3,944.86	23%
5119-100	Retiree Costs Medical Insurance	\$6,720.66	\$2,988.00	20%	\$0.00	\$28,963.33	0%

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12		% Used/ Rec'd	2010/11 YTD		% Used/ Rec'd
		2011/12 YTD Transactions	Amended Budget		2010/11 YTD Transactions	2010/11 Total	
5202-100	Operating Supplies General	\$0.00	\$2,300.00	0%	\$0.00	\$768.86	0%
5204	Subscriptions and Code Books	\$144.00	\$200.00	72%	\$0.00	\$144.00	0%
5213-100	Professional/Contract Services General	\$0.00	\$0.00	+++	\$3,905.00	\$11,894.13	33%
5214-100	Repair and Maint Service General	\$0.00	\$30,191.00	0%	\$0.00	\$0.00	+++
5216-100	Communications General Services	\$6,090.45	\$27,500.00	22%	\$6,561.46	\$26,104.58	25%
5220-100	Employee Development General	\$1,065.33	\$12,424.00	9%	\$1,741.77	\$5,003.97	35%
5223-105	Meals and Refreshments Emergencies and Meetings	\$0.00	\$100.00	0%	\$50.34	\$194.25	26%
5501	Debt Service Payment - Principal	\$29,583.30	\$77,631.00	38%	\$30,727.26	\$73,241.00	42%
Program: 4530 Public Safety Communications Totals:		\$207,169.84	\$886,301.00	23%	\$183,833.42	\$835,717.22	22%
Department: 30 Police Totals:		\$928,377.36	\$3,971,270.00	23%	\$818,911.80	\$3,862,817.97	21%
Department: 35 Fire							
Program: 4610 Fire - Administrative							
5101	Salaries - Permanent	\$4,950.72	\$33,043.00	15%	\$17,813.89	\$72,238.93	25%
5102	Salaries - Temporary	\$789.12	\$0.00	+++	\$0.00	\$0.00	+++
5104	Wages - PS Holiday Pay	\$0.00	\$0.00	+++	\$828.42	\$2,961.60	28%
5106-100	Incentives & Admin Leave Administrative Leave	\$0.00	\$0.00	+++	\$0.00	\$4,393.13	0%
5109-100	Allowances Uniform Allowance	\$0.00	\$0.00	+++	\$106.26	\$333.95	32%
5111	Medicare	\$94.53	\$479.00	20%	\$265.74	\$1,229.20	22%
5112-101	Retirement Contribution PERS	\$563.80	\$2,916.00	19%	\$4,670.01	\$16,180.60	29%
5113	Worker's Compensation	\$1,673.21	\$6,672.00	25%	\$1,683.00	\$6,732.00	25%
5114-101	Health Insurance M. D. & V.	\$780.72	\$3,123.00	25%	\$2,854.14	\$10,059.69	28%
5115	Unemployment Compensation	\$51.09	\$0.00	+++	\$147.36	\$0.00	+++
5116-101	Life and Disability Insurance Life & Disab.	\$66.27	\$191.00	35%	\$181.02	\$644.39	28%
5119-100	Retiree Costs Medical Insurance	\$13,008.11	\$51,581.00	25%	\$55,204.33	\$49,948.03	111%
5119-120	Retiree Costs PERS 1959 Survivor Benefits	\$0.00	\$1,104.00	0%	\$0.00	\$1,170.00	0%
5122	Accrual Bank Payoff	\$0.00	\$0.00	+++	\$0.00	\$5,771.81	0%
5201-100	Office Supplies General	\$147.99	\$2,000.00	7%	\$956.27	\$1,913.56	50%
5202-100	Operating Supplies General	\$375.58	\$5,626.00	7%	\$522.64	\$4,691.54	11%
5203-100	Repairs and Maint Supplies General	\$595.54	\$2,650.00	22%	\$1,193.14	\$3,271.31	36%
5204	Subscriptions and Code Books	\$0.00	\$1,030.00	0%	\$81.00	\$1,246.96	6%
5209-105	Auto Fuel Expense Employee Personal Vehicle Use	\$0.00	\$0.00	+++	\$14.40	\$315.80	5%
5210-100	Postage General	\$128.74	\$500.00	26%	\$71.72	\$470.22	15%

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12		% Used/ Rec'd	2010/11		% Used/ Rec'd
		2011/12 YTD Transactions	Amended Budget		YTD Transactions	2010/11 Total	
5211-135	Utilities Water and Sewer	\$637.27	\$2,626.00	24%	\$529.96	\$2,685.06	20%
5211-137	Utilities Electric and Gas	\$3,514.58	\$22,440.00	16%	\$3,893.19	\$20,971.06	19%
5211-139	Utilities Propane	\$181.35	\$500.00	36%	\$60.55	\$339.75	18%
5213-100	Professional/Contract Services General	\$4,105.08	\$140,032.00	3%	\$2,552.50	\$43,838.24	6%
5214-100	Repair and Maint Service General	\$2,272.04	\$18,621.00	12%	\$3,148.79	\$19,043.25	17%
5215-100	Rents and Leases Miscellaneous	\$39.69	\$510.00	8%	\$542.79	\$852.79	64%
5215-106	Rents and Leases Copiers	\$1,731.89	\$6,720.00	26%	\$884.00	\$5,299.97	17%
5216-100	Communications General Services	\$3,717.64	\$5,265.00	71%	\$4,050.37	\$15,774.52	26%
5218-100	Advertising General	\$0.00	\$250.00	0%	\$232.71	\$2,400.34	10%
5219-100	Printing General	\$0.00	\$1,319.00	0%	\$63.77	\$255.92	25%
5220-100	Employee Development General	\$35.00	\$2,705.00	1%	\$918.29	\$3,338.59	28%
5223-105	Meals and Refreshments Emergencies and Meetings	\$0.00	\$300.00	0%	\$0.00	\$149.88	0%
5260	Miscellaneous	\$10.00	\$300.00	3%	\$24.64	\$262.80	9%
5301	Land	\$0.00	\$0.00	+++	\$115,690.62	\$115,690.62	100%
5303	Improvements	\$188.47	\$6,720.00	3%	\$525.86	\$15,231.04	3%
5304	Furniture & Equipment	\$669.75	\$11,500.00	6%	\$0.00	\$7,863.90	0%
5501	Debt Service Payment - Principal	\$193.00	\$10,831.00	2%	\$1,057.30	\$11,694.14	9%
Program: 4610 Fire - Administrative Totals:		\$40,521.18	\$341,554.00	12%	\$220,768.68	\$449,264.59	49%
Program: 4620 Fire - Prevention							
5501	Debt Service Payment - Principal	\$0.00	\$0.00	+++	\$4,574.96	\$4,574.96	100%
Program: 4620 Fire - Prevention Totals:		\$0.00	\$0.00	+++	\$4,574.96	\$4,574.96	100%
Program: 4630 Fire - Suppression							
5101	Salaries - Permanent	\$295,867.65	\$1,346,274.00	22%	\$242,428.05	\$1,255,286.08	19%
5104	Wages - PS Holiday Pay	\$24,750.90	\$86,088.00	29%	\$17,100.77	\$79,601.89	21%
5105	Salaries - Overtime/FLSA	\$109,375.62	\$302,181.00	36%	\$57,558.21	\$394,485.95	15%
5106-200	Incentives & Admin Leave Gym Reimbursement	\$1,350.00	\$5,040.00	27%	\$1,350.00	\$4,590.00	29%
5109-100	Allowances Uniform Allowance	\$5,472.72	\$21,890.00	25%	\$5,472.72	\$24,297.58	23%
5111	Medicare	\$6,046.89	\$25,611.00	24%	\$4,241.53	\$23,756.57	18%
5112-101	Retirement Contribution PERS	\$84,453.18	\$376,130.00	22%	\$83,838.05	\$319,823.97	26%
5113	Worker's Compensation	\$31,858.03	\$127,035.00	25%	\$32,599.00	\$130,396.00	25%
5114-101	Health Insurance M. D. & V.	\$67,467.21	\$260,088.00	26%	\$60,213.93	\$254,178.67	24%
5115	Unemployment Compensation	\$3,399.55	\$9,400.00	36%	\$3,600.49	\$3,507.00	103%

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12		% Used/ Rec'd	2010/11 YTD		% Used/ Rec'd
		2011/12 YTD Transactions	Amended Budget		Transactions	2010/11 Total	
5116-101	Life and Disability Insurance Life & Disab.	\$2,046.00	\$8,433.00	24%	\$2,046.00	\$24,160.69	8%
5119-100	Retiree Costs Medical Insurance	\$48,688.62	\$185,645.00	26%	\$0.00	\$162,020.89	0%
5122	Accrual Bank Payoff	\$0.00	\$0.00	+++	\$0.00	\$7,501.74	0%
5202-100	Operating Supplies General	\$2,821.82	\$26,331.00	11%	\$2,045.63	\$29,545.00	7%
5202-223	Operating Supplies FD Emergency Medical Supplies	\$0.00	\$0.00	+++	\$352.52	\$352.52	100%
5202-226	Operating Supplies FD Emergency Meals	\$0.00	\$0.00	+++	\$0.00	\$293.40	0%
5203-100	Repairs and Maint Supplies General	\$225.44	\$17,150.00	1%	\$1,483.50	\$2,261.52	66%
5203-116	Repairs and Maint Supplies Communications	\$0.00	\$0.00	+++	\$0.00	\$72.52	0%
5204	Subscriptions and Code Books	\$43.00	\$1,326.00	3%	\$158.95	\$158.95	100%
5209-101	Auto Fuel Expense Town Vehicles	\$6,481.14	\$30,000.00	22%	\$5,139.71	\$27,161.36	19%
5209-105	Auto Fuel Expense Employee Personal Vehicle Use	\$0.00	\$0.00	+++	\$71.95	\$71.95	100%
5213-100	Professional/Contract Services General	\$859.95	\$7,854.00	11%	\$110.00	\$8,959.50	1%
5214-100	Repair and Maint Service General	\$1,009.59	\$19,690.00	5%	\$3,632.41	\$13,645.77	27%
5214-116	Repair and Maint Service Communication Devices	\$0.00	\$0.00	+++	\$514.37	\$1,349.37	38%
5216-100	Communications General Services	\$198.50	\$3,090.00	6%	\$386.55	\$1,490.80	26%
5219-100	Printing General	\$0.00	\$250.00	0%	\$21.65	\$186.19	12%
5220-100	Employee Development General	\$1,940.84	\$24,226.00	8%	\$5,105.24	\$24,963.14	20%
5223-105	Meals and Refreshments Emergencies and Meetings	\$216.38	\$1,326.00	16%	\$37.32	\$1,026.26	4%
5269-135	Emergency Incident Costs Fire Related	\$412.05	\$2,500.00	16%	\$702.56	\$1,983.55	35%
5303	Improvements	\$0.00	\$0.00	+++	\$28.71	\$3,053.26	1%
5304	Furniture & Equipment	\$0.00	\$50,340.00	0%	\$1,266.00	\$27,445.63	5%
5501	Debt Service Payment - Principal	\$50,414.49	\$136,766.00	37%	\$54,107.09	\$158,451.22	34%
Program: 4630 Fire - Suppression Totals:		\$745,399.57	\$3,074,664.00	24%	\$585,612.91	\$2,986,078.94	20%
Program: 4640 Fire - Volunteer Program							
5118	Volunteer Benefits	\$2,063.22	\$20,127.00	10%	\$6,915.00	\$28,661.76	24%
5202-100	Operating Supplies General	\$0.00	\$9,867.00	0%	\$333.86	\$5,333.86	6%
5202-220	Operating Supplies FD Personal Protective Equipment	\$0.00	\$0.00	+++	\$0.00	\$1,500.00	0%
5213-100	Professional/Contract Services General	\$1,790.01	\$18,998.00	9%	\$1,339.25	\$5,647.52	24%
5214-116	Repair and Maint Service Communication Devices	\$0.00	\$820.00	0%	\$0.00	\$0.00	+++
5220-100	Employee Development General	\$0.00	\$5,330.00	0%	\$0.00	\$2,967.61	0%
5223-105	Meals and Refreshments Emergencies and Meetings	\$0.00	\$205.00	0%	\$0.00	\$36.68	0%
5260	Miscellaneous	\$0.00	\$255.00	0%	\$0.00	\$0.00	+++

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12		% Used/ Rec'd	2010/11		% Used/ Rec'd
		2011/12 YTD Transactions	Amended Budget		YTD Transactions	2010/11 Total	
Program: 4640 Fire - Volunteer Program Totals:		\$3,853.23	\$55,602.00	7%	\$8,588.11	\$44,147.43	19%
Department: 35 Fire Totals:		\$789,773.98	\$3,471,820.00	23%	\$819,544.66	\$3,484,065.92	24%
Department: 40 Community Development							
Program: 4720 CDD Planning							
5101	Salaries - Permanent	\$32,216.21	\$124,749.00	26%	\$45,077.28	\$204,051.88	22%
5105	Salaries - Overtime/FLSA	\$0.00	\$0.00	+++	\$0.00	\$600.00	0%
5106-100	Incentives & Admin Leave Administrative Leave	\$0.00	\$3,479.00	0%	\$0.00	\$3,852.98	0%
5106-200	Incentives & Admin Leave Gym Reimbursement	\$90.00	\$180.00	50%	\$90.00	\$270.00	33%
5107	Car Allowance/Mileage	\$992.00	\$3,504.00	28%	\$1,208.00	\$4,208.00	29%
5111	Medicare	\$513.32	\$2,096.00	24%	\$633.16	\$3,016.37	21%
5112-101	Retirement Contribution PERS	\$3,249.49	\$16,612.00	20%	\$5,660.03	\$16,598.44	34%
5113	Worker's Compensation	\$491.03	\$1,958.00	25%	\$928.00	\$3,712.00	25%
5114-101	Health Insurance M. D. & V.	\$4,885.46	\$18,022.00	27%	\$6,533.88	\$25,027.34	26%
5115	Unemployment Compensation	\$5,062.93	\$0.00	+++	\$363.84	\$0.00	+++
5116-101	Life and Disability Insurance Life & Disab.	\$307.97	\$1,103.00	28%	\$470.45	\$1,707.91	28%
5119-100	Retiree Costs Medical Insurance	\$3,045.83	\$14,336.00	21%	\$2,045.49	\$8,221.28	25%
5122	Accrual Bank Payoff	\$10,837.28	\$12,816.00	85%	\$0.00	\$5,350.51	0%
5201-100	Office Supplies General	\$16.18	\$500.00	3%	\$70.77	\$531.28	13%
5202-100	Operating Supplies General	\$59.31	\$740.00	8%	\$291.23	\$1,068.79	27%
5203-100	Repairs and Maint Supplies General	\$0.00	\$200.00	0%	\$0.00	\$0.00	+++
5204	Subscriptions and Code Books	\$0.00	\$250.00	0%	\$72.53	\$104.95	69%
5209-101	Auto Fuel Expense Town Vehicles	\$387.40	\$2,350.00	16%	\$450.32	\$2,137.57	21%
5209-105	Auto Fuel Expense Employee Personal Vehicle Use	\$0.00	\$0.00	+++	\$0.00	\$20.40	0%
5210-100	Postage General	\$94.04	\$1,200.00	8%	\$270.30	\$1,193.06	23%
5213-100	Professional/Contract Services General	\$0.00	\$0.00	+++	\$0.00	\$255.00	0%
5214-100	Repair and Maint Service General	\$6,018.81	\$6,319.00	95%	\$5,930.38	\$5,930.38	100%
5216-100	Communications General Services	\$0.00	\$300.00	0%	\$39.27	\$29.49	133%
5218-100	Advertising General	\$134.00	\$700.00	19%	\$134.00	\$726.55	18%
5219-100	Printing General	\$0.00	\$200.00	0%	\$170.82	\$170.82	100%
5220-100	Employee Development General	\$64.00	\$2,000.00	3%	\$0.00	\$910.00	0%
5220-110	Employee Development Education Reimb MOU Program	\$0.00	\$150.00	0%	\$0.00	\$0.00	+++
5304	Furniture & Equipment	\$0.00	\$0.00	+++	\$0.00	\$698.13	0%

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12		% Used/ Rec'd	2010/11		% Used/ Rec'd
		2011/12 YTD Transactions	Amended Budget		YTD Transactions	2010/11 Total	
5501	Debt Service Payment - Principal	\$4,776.00	\$13,644.00	35%	\$5,837.95	\$19,528.33	30%
Program: 4720 CDD Planning Totals:		\$73,241.26	\$227,408.00	32%	\$76,277.70	\$309,921.46	25%
Program: 4780 CDD - Waste Management							
5101	Salaries - Permanent	\$4,846.18	\$20,607.00	24%	\$4,830.13	\$27,692.25	17%
5106-100	Incentives & Admin Leave Administrative Leave	\$0.00	\$572.00	0%	\$0.00	\$618.79	0%
5106-200	Incentives & Admin Leave Gym Reimbursement	\$0.00	\$79.00	0%	\$0.00	\$0.00	+++
5107	Car Allowance/Mileage	\$96.00	\$576.00	17%	\$0.00	\$0.00	+++
5111	Medicare	\$78.29	\$315.00	25%	\$66.85	\$397.94	17%
5112-101	Retirement Contribution PERS	\$693.68	\$2,922.00	24%	\$620.94	\$2,601.25	24%
5113	Worker's Compensation	\$41.13	\$164.00	25%	\$61.00	\$244.00	25%
5114-101	Health Insurance M. D. & V.	\$845.30	\$3,254.00	26%	\$634.00	\$3,502.90	18%
5115	Unemployment Compensation	\$43.79	\$0.00	+++	\$37.16	\$0.00	+++
5116-101	Life and Disability Insurance Life & Disab.	\$54.56	\$187.00	29%	\$46.85	\$236.07	20%
5122	Accrual Bank Payoff	\$1,006.35	\$0.00	+++	\$0.00	\$770.15	0%
5201-100	Office Supplies General	\$0.00	\$250.00	0%	\$0.00	\$1.92	0%
5202-100	Operating Supplies General	\$0.00	\$700.00	0%	\$1,838.20	\$3,988.20	46%
5203-100	Repairs and Maint Supplies General	\$0.00	\$200.00	0%	\$0.00	\$0.00	+++
5210-100	Postage General	\$0.00	\$100.00	0%	\$0.00	\$0.00	+++
5211-135	Utilities Water and Sewer	\$0.00	\$2,000.00	0%	\$0.00	\$2,142.76	0%
Program: 4780 CDD - Waste Management Totals:		\$7,705.28	\$31,926.00	24%	\$8,135.13	\$42,196.23	19%
Department: 40 Community Development Totals:		\$80,946.54	\$259,334.00	31%	\$84,412.83	\$352,117.69	24%
Department: 45 Public Works							
Program: 4740 Public Works - Engineering							
5101	Salaries - Permanent	\$9,834.87	\$29,173.00	34%	\$27,528.88	\$140,478.34	20%
5105	Salaries - Overtime/FLSA	\$254.54	\$0.00	+++	\$1,380.51	\$1,737.02	79%
5106-100	Incentives & Admin Leave Administrative Leave	\$165.60	\$2,624.00	6%	\$0.00	\$5,021.36	0%
5106-200	Incentives & Admin Leave Gym Reimbursement	\$0.00	\$11.00	0%	\$0.00	\$0.00	+++
5107	Car Allowance/Mileage	\$156.00	\$480.00	33%	\$334.00	\$1,342.00	25%
5109-101	Allowances Boot Allowance	\$0.00	\$96.00	0%	\$90.00	\$90.00	100%
5111	Medicare	\$289.09	\$480.00	60%	\$426.61	\$2,198.07	19%
5112-101	Retirement Contribution PERS	\$1,182.03	\$3,833.00	31%	\$4,731.59	\$15,946.01	30%
5113	Worker's Compensation	\$1,281.24	\$5,109.00	25%	\$1,459.00	\$5,836.00	25%

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12		% Used/ Rec'd	2010/11 YTD		% Used/ Rec'd
		2011/12 YTD Transactions	Amended Budget		Transactions	2010/11 Total	
5114-101	Health Insurance M. D. & V.	\$1,244.24	\$4,346.00	29%	\$4,848.63	\$16,192.39	30%
5115	Unemployment Compensation	\$176.57	\$0.00	+++	\$237.27	\$0.00	+++
5116-101	Life and Disability Insurance Life & Disab.	\$59.14	\$290.00	20%	\$308.00	\$1,233.31	25%
5119-100	Retiree Costs Medical Insurance	\$3,166.18	\$13,075.00	24%	\$1,918.52	\$11,226.65	17%
5122	Accrual Bank Payoff	\$6,608.31	\$4,501.00	147%	\$0.00	\$0.00	+++
5201-100	Office Supplies General	\$10.52	\$850.00	1%	\$73.37	\$493.62	15%
5202-100	Operating Supplies General	\$31.50	\$3,500.00	1%	\$574.70	\$1,392.55	41%
5203-100	Repairs and Maint Supplies General	\$0.00	\$500.00	0%	\$342.07	\$348.33	98%
5209-101	Auto Fuel Expense Town Vehicles	\$0.00	\$2,000.00	0%	\$263.73	\$1,507.10	17%
5209-105	Auto Fuel Expense Employee Personal Vehicle Use	\$0.00	\$0.00	+++	\$0.00	\$47.05	0%
5210-100	Postage General	\$28.42	\$200.00	14%	\$108.42	\$199.08	54%
5213-100	Professional/Contract Services General	\$1,405.00	\$7,500.00	19%	\$2,263.06	\$6,718.06	34%
5214-100	Repair and Maint Service General	\$4,381.50	\$11,902.00	37%	\$6,345.98	\$6,582.38	96%
5216-100	Communications General Services	\$2.77	\$850.00	0%	\$141.18	\$769.67	18%
5218-100	Advertising General	\$367.00	\$300.00	122%	\$0.00	\$40.16	0%
5219-100	Printing General	\$0.00	\$800.00	0%	\$28.15	\$90.94	31%
5220-100	Employee Development General	\$0.00	\$1,100.00	0%	\$550.00	\$1,010.38	54%
5260	Miscellaneous	\$0.00	\$0.00	+++	\$0.00	\$37,184.68	0%
5304	Furniture & Equipment	\$0.00	\$20,000.00	0%	\$2,398.97	\$2,398.97	100%
5501	Debt Service Payment - Principal	\$4,679.00	\$13,451.00	35%	\$8,965.07	\$17,736.60	51%
Program: 4740 Public Works - Engineering Totals:		\$35,323.52	\$126,971.00	28%	\$65,317.71	\$277,820.72	24%
Program: 4745 Paradise Community Park							
5101	Salaries - Permanent	\$3,990.71	\$18,117.00	22%	\$0.00	\$18,824.11	0%
5105	Salaries - Overtime/FLSA	\$0.00	\$0.00	+++	\$0.00	\$293.56	0%
5109-100	Allowances Uniform Allowance	\$0.00	\$150.00	0%	\$0.00	\$0.00	+++
5111	Medicare	\$96.24	\$265.00	36%	\$0.00	\$277.82	0%
5112-101	Retirement Contribution PERS	\$375.53	\$1,869.00	20%	\$0.00	\$1,816.24	0%
5113	Worker's Compensation	\$441.38	\$1,760.00	25%	\$367.00	\$1,468.00	25%
5114-101	Health Insurance M. D. & V.	\$650.59	\$2,602.00	25%	\$0.00	\$3,082.74	0%
5115	Unemployment Compensation	\$50.99	\$0.00	+++	\$0.00	\$0.00	+++
5116-101	Life and Disability Insurance Life & Disab.	\$37.84	\$217.00	17%	\$0.00	\$205.82	0%
5202-100	Operating Supplies General	\$154.04	\$3,550.00	4%	\$609.45	\$1,580.09	39%

TOWN OF PARADISE
General Fund Budget Performance Report Detail
Fiscal Year To Date: 9/30/2011

Account Number	Account Description	2011/12			2010/11		% Used/ Rec'd
		YTD Transactions	Amended Budget	% Used/ Rec'd	YTD Transactions	Total	
5203-100	Repairs and Maint Supplies General	\$485.08	\$500.00	97%	\$679.80	\$1,225.56	55%
5211-135	Utilities Water and Sewer	\$542.34	\$2,370.00	23%	\$601.70	\$2,345.19	26%
5211-137	Utilities Electric and Gas	\$401.62	\$2,260.00	18%	\$435.77	\$2,156.94	20%
5213-100	Professional/Contract Services General	\$0.00	\$1,700.00	0%	\$0.00	\$204.00	0%
5214-100	Repair and Maint Service General	\$280.00	\$3,500.00	8%	\$140.00	\$2,263.56	6%
5216-100	Communications General Services	\$45.67	\$0.00	+++	\$46.09	\$183.32	25%
5218-100	Advertising General	\$0.00	\$250.00	0%	\$0.00	\$200.00	0%
5219-100	Printing General	\$0.00	\$200.00	0%	\$0.00	\$0.00	+++
5223-101	Meals and Refreshments Employee Meals-MOU Overtime	\$0.00	\$0.00	+++	\$0.00	\$165.34	0%
5260	Miscellaneous	\$0.00	\$500.00	0%	\$0.00	\$0.00	+++
5304	Furniture & Equipment	\$1,600.00	\$5,500.00	29%	\$0.00	\$0.00	+++
Program: 4745 Paradise Community Park Totals:		\$9,152.03	\$45,310.00	20%	\$2,879.81	\$36,292.29	8%
Program: 4747 Public Facilities							
5203-100	Repairs and Maint Supplies General	\$79.18	\$1,500.00	5%	\$38.87	\$151.45	26%
5211-135	Utilities Water and Sewer	\$922.10	\$4,000.00	23%	\$1,229.37	\$3,802.21	32%
5211-137	Utilities Electric and Gas	\$0.00	\$0.00	+++	\$0.00	\$3.70	0%
5214-100	Repair and Maint Service General	\$0.00	\$0.00	+++	\$140.00	\$140.00	100%
Program: 4747 Public Facilities Totals:		\$1,001.28	\$5,500.00	18%	\$1,408.24	\$4,097.36	34%
Department: 45 Public Works Totals:		\$45,476.83	\$177,781.00	26%	\$69,605.76	\$318,210.37	22%
EXPENSE Totals		\$2,425,669.92	\$10,393,185.00	23%	\$2,401,317.42	\$10,629,618.16	23%
Revenue Totals:		\$508,480.15	\$10,031,955.00	5%	\$709,228.61	\$10,552,863.50	7%
Expenditure Totals:		\$2,425,669.92	\$10,393,185.00	23%	\$2,401,317.42	\$10,629,618.16	23%
Revenue Less Expenditure Totals:		(\$1,917,189.77)	(\$361,230.00)		(\$1,692,088.81)	(\$76,754.66)	

TOWN OF PARADISE
General Fund Budget Performance Report Summary
Fiscal Year To Date: 9/30/2011

	2011/12 YTD Transactions	2011/12 Amended Budget	% Used/ Rec'd	2010/11 YTD Transactions	2010/11 Total	% Used/ Rec'd
Revenues						
Non Program Activity	414,238.75	9,760,482.00	4%	668,739.80	10,127,179.84	7%
Finance	536.06	1,840.00	29%	694.71	2,016.95	34%
Police	16,018.68	105,888.00	15%	28,193.58	151,755.61	19%
Fire	3,053.44	14,850.00	21%	771.37	120,409.22	1%
Planning	9,062.76	72,222.00	13%	9,236.00	73,979.64	12%
Waste Management	8,773.00	57,867.00	15%	(5,745.93)	52,470.28	-11%
Engineering	54,972.46	16,505.00	333%	5,579.08	22,381.96	25%
Community Park	1,825.00	2,301.00	79%	1,760.00	2,670.00	66%
Total Revenues	508,480.15	10,031,955.00	5%	709,228.61	10,552,863.50	7%
Expenses						
Non Program Activity	12,598.09	884,393.00	1%	13,727.15	853,275.63	2%
Town Council	7,096.83	36,826.00	19%	6,333.32	36,767.73	17%
Town Clerk	58,436.79	246,558.00	24%	56,312.21	276,548.66	20%
Town Manager	55,412.25	188,806.00	29%	31,472.33	146,669.43	21%
Central Services	264,476.50	506,882.00	52%	320,603.01	563,036.11	57%
HR & Risk Management	19,357.74	70,966.00	27%	20,658.66	95,702.46	22%
Legal Services	46,992.00	159,040.00	30%	50,166.22	209,013.61	24%
Fleet Management	42,300.57	165,967.00	25%	43,178.29	172,541.04	25%
EOC	13,076.62	16,557.00	79%	12,594.26	20,550.24	61%
Finance	61,347.82	236,985.00	26%	53,796.92	238,301.30	23%
Police - Administration	172,823.64	753,290.00	23%	195,229.47	704,109.05	28%
Police - Operations	548,383.88	2,331,679.00	24%	439,848.91	2,322,991.70	19%
Public Safety Communications	207,169.84	886,301.00	23%	183,833.42	835,717.22	22%
Fire - Administration	40,521.18	341,554.00	12%	220,768.68	449,264.59	49%
Fire - Prevention	-	-	+++	4,574.96	4,574.96	100%
Fire - Suppression	745,399.57	3,074,664.00	24%	585,612.91	2,986,078.94	20%
Fire - Volunteer Program	3,853.23	55,602.00	7%	8,588.11	44,147.43	19%
Planning	73,241.26	227,408.00	32%	76,277.70	309,921.46	25%
Waste Management	7,705.28	31,926.00	24%	8,135.13	42,196.23	19%
Engineering	35,323.52	126,971.00	28%	65,317.71	277,820.72	24%
Community Park	9,152.03	45,310.00	20%	2,879.81	36,292.29	8%
Public Facilities	1,001.28	5,500.00	18%	1,408.24	4,097.36	34%
Total Expenses	2,425,669.92	10,393,185.00	23%	2,401,317.42	10,629,618.16	23%
Revenue Less Expenses:	(1,917,189.77)	(361,230.00)		46,920,888.81)	(76,754.66)	



**Town of Paradise
Council Agenda Summary
Date: December 6, 2011**

Agenda Item: 3d

Originated by: Joanna Gutierrez, Town Clerk

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

Subject: Conduct of Council Meetings - Resolution Amendments

Council Action Requested: Adopt Resolution No. 11-___, A Resolution of the Town Council of the Town of Paradise Amending and Restating Resolution Nos. 97-25 and 99-32 Relating to the Conduct of Council Meeting, as presented.

Alternatives: Direct additional amendments to the resolution.

Background: The Town Council first established meeting procedures in 1980 by adopting a resolution that set forth procedures for the conduct of Council Meetings. The resolution has been amended from time to time over the years to include any changes brought about by internal policy or changes in State law that governs meeting procedures.

The most recent amendments were adopted by Resolution No. 97-25 which amended Sections V and VII relating to time limitations for regular agenda items and to public hearing procedures and time limits. Resolution No. 99-32 established the current deadlines for agenda information and added policy relating to the processing of agenda material received after the deadline.

Discussion: The proposed resolution combines the two existing resolutions into one document and amends and adds the following information to bring the resolution up to date with internal procedures and current State law relating to open meetings (hereafter referred to as the Brown Act).

Section 1: Agenda Preparation

Paragraph A: Sets forth current agenda deadlines and policy relating to additional agenda material approved by Resolution No. 99-32 and includes Town Clerk in additional agenda material distribution process.

Paragraph B: Adds reference to the creation and distribution of an agenda packet containing written reports relating to matters on the agenda and includes internal approval process of the written material.

Paragraph C: Distinguishes availability of printed copies of agenda material and availability of electronic documents posted on the website

and references State law that requires public availability of information presented to Council. (Passage of AB No. 1344 requires, among other thing, that agenda information subject to the Brown Act be posted on a website.)

Paragraph D: Adds requirement that the Presiding Officer note for the record when additional agenda material is received and accepted.

Section II. Agenda Posting

Paragraph A. Adds reference that agenda posting shall include the Town's website. (AB No 1344 as noted in Section 1, Paragraph C)

Paragraph B: States that affidavit of posting shall be retained pursuant to the Town's adopted records retention resolution for agendas, for CU + two years (total of three years) rather than as a permanent record.

Section XV: Consent Calendar

Paragraph B. Adds provision that in lieu of reading the title of each resolution and ordinance, the Presiding Officer may request that Council concurs to waive the entire reading of each Resolution and Ordinance on the Consent Calendar and approves reading by title only; and, state that by its reference on the agenda, each is deemed to have been read by title only. (Government Code Sections 25131 & 36934 discuss the waiving of reading an entire ordinance and approving the reading by title only)

Conclusion: Adoption of the proposed resolution will provide one updated resolution document that relates to procedures for the Conduct of Council meetings

Fiscal Impact Analysis: None.

RESOLUTION #~~97-25~~ 11-__

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AMENDING AND RESTATING PROCEDURE RESOLUTIONS No. ~~97-25~~
and ~~99-32~~ RESOLUTIONS #~~91-1~~, #~~96-26~~ AND #~~96-32~~, RELATING TO
CONDUCT OF TOWN COUNCIL MEETINGS**

WHEREAS, it is necessary to update certain sections of the resolution to comply with current procedures and/or law relating to the Conduct of Council meetings, more specifically, Section 1 relating to agenda preparation, Section 2 relating to agenda posting and Section XV relating to resolutions and ordinances listed on the consent calendar; ~~since the adoption of Resolutions 91-1, there have been substantive amendments to the Brown Act; and~~

WHEREAS, ~~such amendments include a provision which states that a legislative body shall not prohibit public criticism of the policies, procedures programs or services of the agency or of the acts or omissions of the legislative body; and~~

WHEREAS, ~~the current language within Section V (F) and V (G) of Resolution 91-1 needs to be modified to avoid any misunderstandings concerning the scope of the public criticism;~~

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise *as follows*: ~~hereby amends and restates Resolutions 91-1, 96-26 and 96-32 97-25 and 99-32 and hereby adopts the following procedural rules for conduct of its meetings:~~

1. **AGENDA PREPARATION**

~~A. Agenda Deadline. All reports, ordinances, resolutions, contract documents or other matters to be submitted to the Council at the scheduled regular meeting shall be delivered to the Town Clerk no later than 12:00 noon on the preceding Wednesday.~~

A. Agenda Deadline. All reports, ordinances, resolutions, contract documents or other matters to be submitted to the Council at the scheduled regular meeting on the first Tuesday of the month ~~and the 4th Tuesday of the month~~ shall be delivered to the Town Clerk no later than 5:00 p.m. on the preceding Tuesday. The Council directs that the Town Clerk shall not accept any Agenda material for the Agenda packets after the 5:00 p.m. deadline on the Tuesday preceding the scheduled Regular Meeting. The Town Manager may, at his discretion, determine that it is imperative that an item not meeting the Agenda deadline be heard by the Council. In such case, an Addendum to the Agenda may be prepared, distributed and posted by his department, *or by the Town Clerk Department*, so long as it meets the requirements of the ~~Brown Act~~ *applicable sections of the open meetings laws contained in Chapter 9 of the California Government Code known as the Brown Act.*

B. Agenda Synopsis. The Town Clerk shall prepare the Agenda of all such matters according to the order of business ~~and~~ *te and distribute an Agenda Packet consisting*

of supporting written public information that pertains to matters on the agenda, The Agenda shall include a brief description of each item of business to be transacted or discussed at the Council meeting together with the time and location of said meeting. Agenda reports and supporting information shall be reviewed and approved as necessary by the Town Attorney, the Finance Director and the Town Manager, or their respective designees, prior to submittal to the Town Clerk.

~~C. Agenda Availability Said Agenda shall be available to be picked up or delivered to each Council Member and each department director not later than 1:30 p.m. on the Thursday preceding the meeting.~~

C. Agenda Availability. *Printed copies* of said *the* Agenda and Agenda Packet shall be available to be picked up or delivered to each Council Member and each department director not later than 5:30 p.m. on the Wednesday preceding the scheduled meeting and shall be available to the public at 8:00 a.m. on the Thursday preceding the scheduled Regular Meeting.

Pursuant to Government Code Section 54957.5, agendas and other writings distributed for discussion or consideration at public meetings are to be made available for public inspection in the Town Clerk Department at the time the writing is distributed to all, or a majority of all, of the members of the legislative body.

The Town Clerk utilizes electronic means to make the Agenda and supporting written information relating to Agenda items for an open session available on the Town's Internet Website in accordance with Brown Act.

D. Additional Agenda Material. Staff will make every attempt to include all backup Agenda material in the packets for distribution. However, on the rare occasion when unusual circumstances are unavoidable, staff will provide additional Agenda material no later than 12:00 noon on the Monday preceding the Tuesday Regular Meeting.

The Mayor, or Presiding Officer, shall note for the record the submission of additional agenda material, the corresponding agenda item number and subject matter, and request the concurrence of the Council to accept the additional agenda material.

11 **AGENDA POSTING**

A. Posting of Agenda. The Agenda shall be posted in a location that is freely accessible to members of the public *and on the Town's Internet Website* 72 hours before the regular meeting.

B. Affidavit of Posting. The Town Clerk or designee shall use a stamped affidavit of posting on the Agenda and said Agenda and affidavit of posting ~~will become a~~

~~permanent part of the records of the Town of Paradise,~~ *shall be retained pursuant to the Town's adopted records retention resolution.*

III. **NO ACTION UNLESS POSTED**

A. No Action Unless Posted. No deliberation or action shall be taken on any item not appearing on the posted Agenda unless qualified within one of the three exceptions listed within Item IV below.

B. Automatic Referral to Staff. All matters on which action is requested, but which does not qualify within one of the three exceptions listed below, shall be directed to the Town Manager for analysis. The Town Manager shall place the matter on a subsequent Council Agenda if deemed appropriate, or when requested by any Council Member.

IV. **NO ACTION UNLESS POSTED – EXCEPTIONS**

A. Previously Posted. The Council first determines by a majority vote that the item was properly posted for a prior meeting occurring not more than five days prior to the date action is proposed to be taken on the item, and at the prior meeting the item was continued to the meeting at which the action is proposed to be taken.

B. Emergency The Council determines that an emergency situation exists. This determination must be made by separate motion and vote. The motion shall specify the specific facts on which the Council relies in making the determination.

C. Definition of "Emergency Situation". An "emergency situation: as defined by Government Code Section 54956.5, means any of the following:

1. Work stoppage or other activity which severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body.
2. Crippling disaster which severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body.

D. Need Arose After Posting The Council determines by a two-thirds vote, or by a unanimous vote if less than two-thirds of the Council Members are present, that the "need to take action" on the item arose subsequent to the posting of the Agenda;

E. Written Justification. Except for Council and staff members, the party proposing immediate action shall present written justification to the Council prior to the Council's determination, addressing the following criteria:

1. The likelihood of public input on the item;
2. Knowledge of the Council's rules;

3. The date and time the applicant first learned of the facts and circumstances creating the need for Council action; and
4. An analysis of harm that may accrue to the Town, the public, and to the applicant if the matter is not addressed at the current meeting, but is continued to the next regular meeting.

V. PUBLIC PARTICIPATION

A. Agenda Item Required. Every Agenda for regular meetings shall provide an opportunity for members of the public to directly address the Council on items of interest to the public that are within the subject matter jurisdiction of the Council.

B. Item Already Considered. The Agenda need not provide an opportunity for members of the public to address the Council on any item that has already been considered by a committee composed exclusively of members of the Council at a public meeting wherein all interested members of the public were afforded the opportunity to address the committee on the item, unless the item has been substantially changed since the committee heard the item, as determined by the Council.

C. Written Communications. Interested parties or their authorized representatives may address the Council by written communication in regard to the subject matter under discussion.

D. Oral Presentations. The purpose of oral and written presentations at Council meetings is to hear the public expression thereon and to solicit information on facts and circumstances not otherwise known. The Council considers that such presentations are helpful in arriving at its' decisions.

E. Previous Presentations. Presentations that are repetitive of previous presentations and irrelevant to the issue in question are not helpful and are thus out of order.

F. Criticism. Under Government Code Section 54954.3 the public has the right during presentations to criticize the Town's policies, procedures, programs or services, including acts or omissions of the Council. However, a Council meeting is not a public forum for personal attacks or disruptive presentations or demonstrations.

G. Bar Further Audience The Presiding Officer or Council may bar from further audience before the Council at a meeting any person who during the meeting:

1. Engages in the use of profanity or antagonistic behavior;
2. Becomes boisterous or disruptive while addressing the Council;
3. Speaks without being recognized by the Presiding Officer; or
4. Violates any rules of order established by this resolution or the Council

H. Removal - Disorderly Conduct. Any person or persons who engages in indecorous or disorderly conduct, such as hand clapping, stamping of feet,, whistling, using profane language, yelling or similar demonstration which conduct disturbs the peace and good order of the meeting, shall, at the request of the Presiding Officer or the Council, be removed from the Council chambers.

I. Removal - Disobey Orders. Any person who refuses to comply with the lawful orders of the Presiding Officer shall, at the request of the Presiding Officer or the Council, be removed from the Council chambers by the Sergeant-at-Arms.

J. Ruling of Chair - Appeal The ruling of the Presiding Officer to bar from further audience at that meeting shall be final and conclusive, subject only to the right of appeal by any Council Member to the entire Council.

K Oral Presentation - Matters on the Agenda.

1. Order. The public shall have the opportunity to address each item placed on the Agenda after each agenda item has been called, introduced for discussion with staff members, consultants, or applicants, and any presentations made with reference to the agenda item.
2. Written Request Encouraged Each person wishing to be recognized and to speak on any listed agenda item should complete a written request and submit it to the Town Clerk prior to the beginning of the scheduled Council meeting. The Town of Paradise shall provide the request form. Each person shall state his/her name and it is requested that they provide their address and specify which agenda item he/she wishes to discuss and give an estimate of how long the presentation will last Persons who have not submitted written requested may be allowed to speak as time permits, at the discretion of the Council.
3. Time. Each agenda item shall be allotted a total of 15 minutes during which public discussion may take place, unless additional time is allowed by a majority of the Council. If there are numerous speakers, they will have to divide the 15 minutes among the speakers, with a maximum of 3 minutes per speaker. Speakers on a given item may yield their time to another speaker on the same item with the approval of the Council; but total time shall not exceed 15 minutes or such additional time as a majority of the Council may allow.

L. Oral Presentation - Matters Not on Agenda

1. Public Communications. Each Council Agenda shall contain a public communication section where the public shall be given an opportunity to speak to the Council on items of interest to the public which are not listed on the Agenda for discussion or action.
2. Time. A person speaking shall be required to limit his/her total time as to all subjects in an aggregate of three (3) minutes unless additional time is granted by a majority of the Town Council. If more time is necessary the item should be requested to be placed on a future Agenda for Council consideration.

VI. ADDRESSING THE COUNCIL – PROCEDURE

A. Recognition. No person shall address the Council unless he/she has been first recognized by the Presiding Officer.

B. Podium. All speakers shall make their remarks from the podium.

C. Speaker Identification. The speakers shall first identify themselves by name and it is requested that they state their address and any parties they represent before making their comments.

D. Subject Matter. The speaker's comments shall be limited to the matter which is pending before the Council.

E. Public Communication to the Council. The purpose of public communication is to inform the Council. Therefore, all remarks shall be made to the Council as a whole and not to individual members. Questions to individual Council Members and individual staff members should be addressed to those persons during time when Council is not in session.

VII. PUBLIC HEARINGS PROCEDURE

A. Time. Public Hearings shall be divided into four major sections: (1) Staff reports for a total of 15 minutes maximum; (2) Proponents presentation for a total of 15 minutes maximum; (3) Opponents presentations for a total of 15 minutes maximum; and (4) Rebuttals (if requested) for a total of 15 minutes maximum or 3 minutes maximum per speaker. If there are numerous speakers for any of the four sections, they will have to divide the 15 minutes total maximum among the speakers. Additional time may be granted by a majority of the Council.

B. Spokesperson for a Group/Committee. In order to expedite matters and avoid repetitious presentations, whenever a group of persons wish to address the Council on the

same subject matter the Presiding Officer shall inquire whether or not the group has a spokesperson and, if so, that he/she be heard. Speakers from the group, following such spokesperson, shall be limited to facts not presented by the group spokesperson.

C. Evidence -Received. After the agenda item has been called and introduced, the Council shall receive all oral and written staff reports, reports of consultants to the staff presentations by applicants and their consultants relative to the matter being considered. The rules of evidence shall be substantially relaxed in order to afford full presentation of facts essential for judicious consideration on the matter which is the subject of the public hearing.

D. Written Material. Written material for Public Hearings to be submitted by either proponents or opponents shall be delivered to the Town Clerk by noon on the business day preceding the hearing with copies provided for the Town Manager, Town Attorney, Town Council and one copy for Public Viewing

E. Unreviewed Written Materials. Written materials presented to the Council for the first time at or immediately prior to the public hearing, which have not been previously reviewed by staff or Council, may be accepted into evidence at the discretion of the Council. Sufficient copies should be made for each Council Member, the Town Manager, Town Attorney, Town Clerk and at least one extra copy for public viewing/the press.

F. Closing. When the presentation of evidence has been completed, or when in the opinion of the Presiding Officer or the majority of the Council, sufficient evidence has been presented, the Presiding Officer shall order the public hearing closed and no further evidence shall be accepted or heard.

G. Reopening. A public hearing on any matter, once closed, cannot be reopened on the date set for hearing unless by a 4/5 vote of the Council. Nothing herein, however, is intended to prevent or prohibit the reopening of public hearing at any subsequent, regular or special meeting of the Council. No public hearing may be reopened without the same notice as required for the original public hearing.

H. Continuance. If at any time it appears to the Presiding Officer or the majority of the Council, that inadequate evidence has been presented to afford judicious consideration of any matter before the Council, continuation of such hearing may be ordered to afford the applicant, his/her opponents, or the Town staff, adequate time to assemble additional evidence for the Council's consideration. A continuance may also be granted for matters covered by, and in conformance with, Section XVII(I) of this resolution.

I. Date of Continuance. Any continuation shall be to a date certain, which date shall be publicly announced and shall constitute notice to all parties and to the public that such further evidence will be taken at the time and place specified.

IX. QUORUM

A. Quorum. Three (3) members of the Council shall constitute a quorum for the transaction of business.

B. Deferral/Conflict of Interest. Where there is no quorum, the Mayor, Vice-Mayor or any member of the Council may adjourn or if no member of the Council is present, the Town Clerk shall adjourn such meeting. For the purpose of considering any item which IS subject to the vote of the Council, when a member disqualifies himself/herself due to conflict of interest, his/her presence shall not be considered in determining the presence of a quorum. If by such disqualification a quorum of voting Council Members does not remain, consideration of such items shall be deferred until a quorum of Council Members who have no conflict are present to discuss and vote on the matter.

X MEETINGS TO BE PUBLIC

A. Open to the Public. All regular and special meetings and study session of the Council shall be open to the public. The Council may hold closed sessions in the manner and form provided by law for such closed sessions.

XI. CLOSED SESSIONS

A. Non-Disclosure. No member of the Council, employee of the Town or persons present during a closed session of the Council shall disclose to any person the content or substance of any confidential discussion which took place during said closed session, unless the Council votes to authorize disclosure of such information by a majority vote.

XII. PRESIDING OFFICER

B. Chairing Meeting. The Mayor, or in his/her absence, the Vice-Mayor shall take the chair at the hour appointed for the meeting and shall call the meeting to order. In the absence of the Mayor and the Vice-Mayor, the Town Clerk or his/her assistant shall call the Council to order, whereupon a Temporary Chairman shall be selected by the Council Members present. Upon the arrival of the Mayor or the Vice-Mayor, as the case may be, the person who is then presiding shall relinquish the chair at the conclusion of the business then before the Council.

B. Presiding Officers Duties. The Presiding Officer shall preserve strict order and decorum at all Council meetings, state questions coming before the Council, announce its decision on all subjects and decide all questions or order; subject, however, to appeal by any Council Member as provided herein.

The Presiding Officer may make motions, debate and vote on all questions and on Roll Call his/her name should be called last.

C. Public Debate. The Presiding Officer controls public debate so that repetitive or irrelevant statements are not made, so that where public participation is in order, everyone will have a chance to speak before other persons have a second chance to speak, to expedite business at hand and to prevent Council meetings from being used as a forum for libel, slander or otherwise defamation of persons under the cloak of the "public privilege."

D. Signing Documents. The Mayor shall sign all ordinances and resolutions adopted and contracts approved by the Council at meetings at which he/she is in attendance. In the event of his/her absence, the Vice-Mayor shall sign such documents. In the absence of the Mayor and the Vice-Mayor, the Temporary Chairman shall sign such documents.

XIII. ORDER OF BUSINESS

A. Order of Business. All regular meetings of the Council shall take up for consideration and disposition matters in substantially the following order, except as may otherwise be agreed by a majority of the Council:

1 – Opening

- a. Call to Order
- b. Flag Salute
- c. Invocation
- d. Roll Call
- e. Introductions, Proclamations
- f. Presentations

2. Items Continued from Previous Meeting

3. Consent Calendar

4. Public Hearing Procedure

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

- e. Motion
- f. Vote

5. Public Hearings

6. Public Communication

This is the time for members of the audience who have completed a "Request to Address Council" card and given it to the Clerk to present items not on the Agenda. Comments should be limited to a maximum of three (3) minutes duration. The Town Council is prohibited by State Law from taking action on any item presented if it is not listed on the Agenda.

(A total of 30 minutes maximum will be allotted for this Agenda Item. Each speaker will be allowed a maximum of 3 minutes each, with the total time of 30 minutes divided between all speakers if there are more than ten.)

7. Council Consideration

8. Council Communication/Initiatives

9. Staff/Commission/Committee Communication

10. Closed Session

11. Adjournment

B. Directory. The provisions of this section shall be directory and not mandatory.

XIV. ROLL CALL

A. Roll Call. Before proceeding with the business of the Council, the Town Clerk shall call the roll of the members and the name of those present shall be entered in the minutes.

XV. CONSENT CALENDAR

A. Consent Calendar. Actions recommended by the staff or the Mayor to be listed in a Consent Calendar shall be listed in a summary form.

B. Reading of Resolutions/Ordinances. The Presiding Officer, prior to the vote on the Consent Calendar shall read by title each and every resolution and ordinance on the Consent Calendar which has not been requested to be read in full, or which has not been dropped from the agenda; *or, prior to the vote on the Consent Calendar, request that Council concur to waive the entire reading of each resolution and ordinance listed on the*

consent calendar and approve reading by title only; and, that by reference on the written agenda, each is deemed to have been read by title only.

C. Adoption of Consent Calendar. The adoption of the Consent Calendar may be made in one motion by the Council; provided, however, that any Council Member may request that the Council defer action on any matters on the Consent Calendar and place it/them on the regular agenda. In such event, the Presiding Officer shall order that such matter (except for reading by title only as set forth in this section, unless a full reading is specifically requested) be removed from the said Consent Calendar and be placed for Council consideration.

D. All Items Adopted. Adoption of the Consent Calendar and approval of the same shall constitute an affirmative vote for each and every item contained thereon.

E. Adopted by Roll Call. Whenever the Consent Calendar contains any item authorizing the payment of money, entry into a franchise or the adoption or first reading of any ordinance then, in such event, the Consent Calendar shall be adopted only by roll call.

XVI. RULES OF DEBATE

A. Rules of Debate. The Presiding Officer may move, second and debate from the chair, subject only to such limitations of debate as are by these rules imposed on all Council Members, and shall not be deprived of any of the rights and privileges of a Council Member by reason of his/her acting as the Presiding Officer.

B. Robert's Rules of Order. Except as otherwise provided in this resolution or provided by law, Robert's Rules of Order, Revised shall govern the conduct of regular meetings of the Council.

C. Objections to Informal Procedures. Objections to the use of informal procedures by the Council or the failure of the Council to act strictly in accordance with Robert's Rules of Order shall be deemed waived by all Council Members, unless a Council Member express his/her objections at the time when such procedure is used.

D. Taking Matters Out of Order. The Presiding Officer may at any time, by consent of a majority of the Council, permit a member to introduce an ordinance, matter, resolution or motion out of the regular Agenda order.

E. Dividing Issues. If a matter contains two or more divisible propositions, the Presiding Officer may, and upon the request of a Council Member shall, unless appealed, divide the same.

F. Points of Order. The Presiding Officer shall determine all points of order subject to the right of any Council Member to appeal and request full Council ruling on the question. In the event of an appeal, the questions shall be: "Shall the decision of the

Presiding Officer be sustained?" The majority vote shall conclusively determine such question of order.

G. Point of Personal Privilege. The right of a Council Member to address the Council on a question of personal privilege shall be limited to cases in which his/her integrity, character or motives are questions, or where the welfare of the Council is concerned.

H. Gaining the Floor. Every Council Member desiring to speak shall first address the chair and gain recognition by the Presiding Officer. Such member shall confine himself/herself to the question under debate, avoiding reference to character and indecorous language.

I. Interruptions of a Council Member. A Council Member, once recognized, shall not be interrupted while speaking, unless called to order by the Presiding Officer, or unless a point of order or personal privilege is raised by another Council Member, or unless the speaker chooses to yield to a question by another Council Member. If a Council Member, while speaking, is called to order, he/she shall cease speaking until the question of order is determine and, if determined to be in order, he/she may proceed. A Council Member, when speaking, shall speak to the subject matter of the item on the floor, and shall keep his/her remarks to a reasonable length. If a Council Member fails to do so, he/she may be called to order by a point of order.

Members of the Town staff, after recognition by the Presiding Officer, shall hold the floor until completion of their remarks or until recognition is withdrawn by the Presiding Officer.

J. Propriety of Conduct - Council. Members of the Council must observe order and decorum and shall not by conversation otherwise, delay or interrupt the proceedings of the Council or in any way make or disturb any other member of the Council while speaking, or refuse to obey the orders of the Council or the Presiding Officer, except as in this resolution otherwise provided.

XVII. VOTING

A. Passage of Motion. The passage of every motion shall be by voice vote or roll call and entered in full upon the record.

B. Roll Call Vote Required. All ordinances, resolutions granting a franchise, and resolutions and orders for the payment of money shall be by roll call vote. Any member of the Council may demand a roll call vote on any matter before the Council.

C. Explanation of Vote. It shall not be in order for any Council Member to explain their vote during the roll call, except in conformance with Section XVIII below.

D. Disqualification. Every member should vote unless disqualified for cause, but no Council Member shall be forced to vote.

E. Tie Votes. Tie votes shall be lost motions and result in a rejection of the matter voted upon.

F. Change of Vote. After the roll call has been completed but before the result of the vote is announced, a member may change his/her vote. A member may not change his/her vote after the vote has been announced unless a majority consent is obtained.

G. Failure to Vote. A Council Member who is silent or inattentive or fails to vote without stating his/her abstention, or without being disqualified, shall be deemed to have cast a "yes" vote.

H. Conflict of Interest. A Council Member who is disqualified by reason of conflict of interest shall be recorded as "absent" and a Council Member who states he/she is abstaining shall be recorded as "not voting."

1. Appeals from Planning Commission Actions. With regard to any matter that comes before the Town Council on appeal from determinations or actions taken by the Planning Commission, at least three (3) affirmative votes shall be required to uphold any appeal from said determinations or actions. Failure to obtain three (3) affirmative votes shall constitute rejections of any such appeal.

In the event that there is less than a full Council present and qualified to vote on any appeal from Planning Commission determinations or actions, the appellant may continue the public hearing and the Town Council's determination on the appeal until a date certain when a full Council is expected to be available to hear and vote on said appeal. The appellant is required to exercise his/her said option to continue prior to the opening of the public hearing on the appeal and prior to any vote or action being taken by the Town Council on the appeal. In the event the appellant chooses to have the matter heard and decided by less than a full Council, the action taken by the Town Council on the appeal at the meeting at which the appeal is heard shall be considered final. Any continuances granted pursuant to this section shall conform to the provisions of Section VIII of this resolution.

XVIII. RIGHT TO RECORD REASONS FOR VOTE

A. Reasons Entered into the Minutes. Any Council member shall have the right to have the reasons for his/her vote on any action before the Council entered in the minutes. Such statement shall be made in substantially the following manner: "I would like the minutes to show that I favor/oppose this action for the following reasons..."

XIX. RECONSIDERATION

A Motion to Reconsider. A motion to reconsider any action taken by the Council may be made only at the meeting when such action was taken. It may be made either immediately during the same session, or a recessed or adjourned session thereof. Such a

motion to reconsider shall be made only by one of the Council Members who voted with the prevailing side. Nothing herein shall be construed to prevent any Council member from making or remaking the same or another motion at a subsequent meeting of the Council.

XX. ENFORCEMENT OF ORDER

A. Sergeant-At- -Arms. The Chief of Police is designated as Sergeant-at-Arms of the Council and shall carry out all orders by the Presiding Officer for the purpose of maintaining order at the Council meeting. In the absence of the Chief of Police or any member of the Police Department, the Presiding Officer may designate any person to act as Sergeant-at-Arms.

B. Enforcement of Rules. Any Council Member may move to require the Presiding Officer to enforce these rules. An affirmative vote of the majority of the Council shall require the Presiding Officer to enforce said rules.

XXI. PROCEDURAL RULES - VIOLATION SHALL NOT INVALIDATE

A. Substantial Compliance. Insofar as practicable, the business of the Council shall be conducted substantially in the order and the manner provided in this resolution. However, the failure to observe or enforce such procedural rules shall in no manner effect the regularity, validity or legality of any action or proceeding taken by the Council. The Council, in its discretion, reserves the right to govern its own proceedings.

XXII. TESTIMONY UNDER OATH

A. Testimony Under Oath. The Presiding Officer may require any person addressing the Council to be sworn as a witness and testify under oath. The Presiding Officer shall require a witness to be sworn if directed to do so by a majority of the Council.

XXIII. MINUTES OF COUNCIL

A. Minutes. The official minutes of the Town Council will be kept by the Town Clerk in the Minute Book, with the record of each particular type of business transacted set off in the paragraph with the proper subheads.

B. Record Business Passed by Council. The Clerk shall be required to make a record only of such business actually passed upon by the Council, and shall not be required to record the remarks of any member of the Council or any other person, except as specifically provided by this resolution.

C. Persons Addressing Council. The names and addresses (if volunteered) of persons addressing the Council and the subject matter of their remarks shall be entered in the minutes.

D. Directory. The provisions of this section shall be directory and not mandatory.

XIV. INVESTIGATIONS AND HEARINGS

A. Investigations and Hearings. The Council shall have the discretionary right to make investigations and hold hearings with respect to all matters within its legislative power and all matters pertaining to the administration of the business of the Town.

B. Power of Subpoena. The Council shall have the power of subpoena as provided in Sections 37104 and 37109 of the Government Code. The Council may order the Clerk and the Chief of Police or his/her representative to issue subpoenas for any witnesses or records necessary for the production of evidence at any duly scheduled meeting of the council.

XV. SMOKING AT MEETINGS

A. Smoking. No person shall smoke any cigarette, cigar or pipe during any meeting of the Town Council.

XVI. ADJOURNMENT

A. Time of Adjournment. It shall be the policy of the Town Council to adjourn its meetings at or before 11:00 p.m. If the Council has not completed all items of the Agenda by 11:00 p.m., the Council, shall, at that time, either (1) wave the adjournment hour by formal motion; or (2) determine a future date(s) and time(s) at which the remaining Agenda items will be heard. Violation of this section shall not invalidate the action taken.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on
this __ day of _____, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING

Attest:

Mayor

Joanna Gutierrez, CMC, Town Clerk

Approved as to Form:

Dwight S. Moore, Town Attorney



**Town of Paradise
Council Agenda Summary
Date: December 6, 2011**

Agenda Item: 3e

Originated by: Chris M. Buzzard, Chief of Police

Reviewed by: Charles L. Rough, Jr., Town Manager
Lauren M. Gill, Assistant Town Manager
Dwight L. Moore, Town Attorney

Subject: Resolution Approving Program Supplement Agreement for Federal Aid Project – Safe Routes to School 3 E's

Council Action Requested: Adopt Resolution No. 11-___, A Resolution Approving Program Supplement No. N010 Agreement for Federal Aid Project – Safe Routes to School 3 E's (provides \$66,000 in grant monies for education, encouragement and enforcement).

Alternatives: Provide alternate direction to staff.

Background: On June 5, 2007, the Council approved Administering Agency-State Agreement for Federal Aid Projects relating to the 2009 Overlay Project No. 1. The project has been completed; however, there is a supplemental project N010 that allows for education, encouragement and enforcement for elementary students within the Town of Paradise relating to pedestrian and bicycle traffic safety while in route to and from school. The supplement project was authorized on October 14, 2011 by the Department of Transportation and an allocation was approved in the amount of \$66,000.00.

Discussion: The grant will provide funding towards the cost of the Community Resource Officer/School Resource Officer position which will be responsible for the education, encouragement and enforcement in all elementary schools within Paradise. The funding will also cover the cost of safety equipment for students in need or for hiring outside resources to assist in the education efforts.

Conclusion: This grant will enhance the safety of the students traversing to and from the various school locations.

Fiscal Impact Analysis: Approval will result in approximately \$26,000 savings to the General Fund which was already approved in the budget in account 1010.30.4520.5199.130.

RESOLUTION NO. 11-__

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
APPROVING PROGRAM SUPPLEMENT AGREEMENT FOR FEDERAL AID
PROJECT**

WHEREAS, the Town of Paradise has entered into a Master Agreement with CalTrans as required to obtain State and Federal funds; and,

WHEREAS, the Town of Paradise is required to enter into Program Supplement Administering Agency-State Agreements for each State and Federally funding project; and,

WHEREAS, the aforementioned agreement is required for the Town to obtain reimbursement for the Safe Routes to School – 3 E’s (education, encouragement, enforcement) Grant;

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

Section 1. The Town Council approves Program Supplement No. N010 to Administering Agency-State Agreement for Federal-Aid Projects No. 03-5424R relating to the Town of Paradise, Safe Routes to School 3 E’s Grant.

Section 2. The Town Council authorizes the Mayor and/or the Town Manager to execute the attachment (Program Supplement No. N010 to Administering Agency-State Agreement for Federal-Aid Projects No. 03-5424R relating to the Town of Paradise, Safe Routes to School 3 E’s Grant.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this 6th day of December, 2011, by the following vote:

AYES:
NOES:
ABSENT:
NOT VOTING:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Joanna Gutierrez, CMC, Town Clerk

Dwight L. Moore, Town Attorney

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
 1120 N STREET
 P.O. BOX 942874, MS# 1
 Sacramento, CA 94274-0001
 TTY 711
 (916) 654-3151
 Fax (916) 653-7621



October 18, 2011

RECEIVED
 OCT 19 2011
 TOWN OF PARADISE
 COMMUNITY DEVELOPMENT DEPT.

File : 03-BUT-0-PRDS
 SRTSLNI-5425(023)
 Town of Paradise

Mr. Dennis Schmidt
 Public Works Director/Town Engineer
 Town of Paradise
 5555 Skyway
 Paradise, CA 95969

Dear Mr. Schmidt:

Enclosed are two originals of the Program Supplement Agreement No. 010-N to Administering Agency-State Agreement No. 03-5425R.

Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 60 days from the date of this letter. If the signed Agreements are not received back in this office within 60 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. Attach your local agency's certified authorizing resolution that clearly identifies the project and the official authorized to execute the agreement. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

A copy of the State approved finance letter containing the fund encumbrance and reversion date information will be mailed to you with your copy of the executed agreement.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,



BILL SANDOVAL, Chief
 Office of Project Implementation - North
 Division of Local Assistance

Enclosure

c: DLA AE Project Files
 (03) DLAE - John Hoole

PROGRAM SUPPLEMENT NO. N010
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 03-5425

Adv Project ID **Date:** October 13, 2011
0312000083 **Location:** 03-BUT-0-PRDS
Project Number: SRTSLNI-5425(023)
E.A. Number:
Locode: 5425

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 06/05/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Town of Paradise

TYPE OF WORK: Safe Route to Schools - 3 E's (education, encouragement, enforcement) **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	LU1E		LOCAL	OTHER
\$66,000.00	\$66,000.00		\$0.00	\$0.00

CITY OF PARADISE

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Manusea Lee **Date** 10/14/11 \$66,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. 1. This non-infrastructure PROJECT is funded by the Federal Safe Routes to School (SRTS) program. ADMINISTERING AGENCY agrees that any changes to the PROJECT that conflict with the approved Federal funded Safe Routes to School (SRTS) Application and/or the SRTS Program requirements in the Local Assistance Program Guidelines (LAPG) may render the PROJECT ineligible for Federal reimbursement.

2. ADMINISTERING AGENCY agrees to administer PROJECT in accordance with the applicable SRTS Program Guidelines under which the project was selected. ADMINISTERING AGENCY agrees to the program delivery and reporting requirements established for the applicable SRTS Program funding cycle.

3. ADMINISTERING AGENCY agrees to submit a Student Tally and Parent Survey for each school to the National Center for Safe Routes to School (NCSRTS). The survey information (Student Tally and Parent Survey), collected during the regular school year, must be completed within two months of beginning the PROJECT and within two months after completing the PROJECT. ADMINISTERING AGENCY agrees to submit a copy of said surveys to the District Local Assistance Engineer (DLAE). For instructions on data submission requirements, go to the NCSRTS website at:

<http://www.saferoutesinfo.org/data/>

4. ADMINISTERING AGENCY shall submit a copy of the consultant contract award information to the DLAE within 30 days of execution of the contract and prior to submittal of the ADMINISTERING AGENCY's first invoice.

Award information shall consist of an executed consultant agreement and Exhibits, 10-C, "Consultant Reviewers Checklist", 10-O2, "Local Agency Proposer DBE Information (Consultant Contract)" and if applicable, 10-O1, "Local Agency Proposer UDBE Commitment (Consultant Contract)" of the Local Assistance Procedures Manual (LAPM).

If ADMINISTERING AGENCY is performing the PROJECT work, then ADMINISTERING AGENCY shall submit a letter indicating the beginning of reimbursable work on the PROJECT. Failure to do so will cause delay in the State processing invoices.

5. Support documentation (adequate to verify reasonableness of costs invoiced) shall accompany ADMINISTERING AGENCY invoices and shall also include the deliverables specified in the STATE approved SRTS Application.

2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work

SPECIAL COVENANTS OR REMARKS

Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

4. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal

SPECIAL COVENANTS OR REMARKS

obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

5. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).

TOWN OF PARADISE
Council Agenda Summary
Date: December 6, 2011

Agenda No. 3f

ORIGINATED BY: Dwight L. Moore, Town Attorney

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

SUBJECT: Amendment to Dismissal and Tolling Agreement between Town of Paradise and Oak Creek Estates

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

1. Authorize the Mayor and Town Manager to execute an Amendment to Dismissal and Tolling Agreement between Town of Paradise and Oak Creek Estates; **OR**
2. Take no action and provide direction.

BACKGROUND: On November 7, 2003, the Town and Oak Creek Estates entered into a Dismissal and Tolling Agreement relating to the discontinuation of litigation in which the Town had prevailed on an appeal concerning whether the Oak Creek Estates subdivision had been approved by operation of law. Although the Town prevailed on the appeal, the trial court still has jurisdiction to decide other causes of action that were not part of the appeal. The remaining causes of action relate to inverse condemnation and California planning law. On October 13, 2009, the Council authorized an amendment to the agreement under which the litigation was tolled until November 1, 2011. Under California statutory and case law, the Town would also prevail on both causes of action.

DISCUSSION: Oak Creek Estates has requested the Town to extend the agreement for an additional six months. To grant this request, the Dismissal and Tolling Agreement needs to be amended by extending the tolling date to June 1, 2012. In light of this, the attached Amendment to the Dismissal and Tolling Agreement has been prepared for your consideration.

FINANCIAL IMPACT: There is no financial impact associated with the Amendment to the Dismissal and Tolling Agreement.

Attachments

FOURTH AMENDMENT TO DISMISSAL AND TOLLING AGREEMENT

This Fourth Amendment dated December 7, 2011 is to the Agreement dated November 7, 2003 between the Town of Paradise (the "Town") and Oak Creek Estates, a General Partnership, formerly Oak Creek Estates, Limited Partnership, ("Oak Creek"). A copy of the Agreement is attached as Exhibit "A".

In consideration of the terms and conditions herein, the Town and the Oak Creek Estates agree that the Agreement shall be amended as follows:

- 1. Section 3(b) of the Agreement shall be amended to read as follows:

All time limitations and statutes of limitation that may be applicable to the remaining claims and causes of action alleged by OAK CREEK in its said Petition and Complaint, and the defenses thereto alleged by the TOWN, shall be tolled until no later than June 1, 2012, unless extended by the PARTIES in writing, and this tolling agreement shall preserve the *status quo* as of the Effective Date through the date of termination or expiration of this Agreement.

- 2. Conflicts between the Agreement or the First, Second and Third Amendments and this Fourth Amendment shall be controlled by this Fourth Amendment. All other provisions within the Agreement shall remain in full force and effect.

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

TOWN OF PARADISE

OAK CREEK ESTATES, General Partnership (Formerly Oak Creek Estates, a Limited Partnership)

By: _____
Alan White, Mayor

By: _____

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

APPROVED AS TO FORM:

ATTEST:

By: _____
Dwight L. Moore, Town Attorney

By: _____
Joanna Gutierrez, Town Clerk



**Town of Paradise
Council Agenda Summary
Date: December 6, 2011**

Agenda Item: 3g

Originated by: Gina S. Will, Finance Director/Town Treasurer
Reviewed by: Charles L. Rough, Jr., Town Manager
Subject: Quarterly Investment Report

Council Action Requested:

1. The Town Council is requested to review and file the 1st Quarter Investment Report for the Fiscal Year Ending June 30, 2012

Background:

Attached is a report on the Town's cash and investments for the quarter ended June 30, 2012.

The Town is primarily using Rabobank for investment of cash in excess of immediately needed operating capital. As Council is aware, Rabobank has guaranteed a yield of 15 basis points above LAIF for a fully collateralized money market account. The Rabobank account is also highly liquid. All these elements combined qualify it according to the Town's Investment Policy. Funds can be securely transferred via a wire transfer between Rabobank and the Town's operating checking account. Rabobank is a short term solution until LAIF's interest rate improves and/or better options are identified.

The Town has left some funds in the State of California managed Local Agency Investment Fund (LAIF) in order to maintain some account activity to prevent closure and to prepare a fallback position for the Town.

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

A Wells Fargo Bank checking account is currently used for payroll, accounts payable and other operating purposes. Most accounts payable disbursements are drawn through checks, and most payroll disbursements are processed through direct deposit.

The Town establishes escrow funds at the start of each new lease. The escrow fund is drawn down to zero through the process of purchasing equipment against the lease. Interest is accrued on any unspent escrow balance. The "other" investment type represents these available escrow funds as well as petty cash balances.

Conclusion:

As of September 30, 2011 the Town had used 78% of its General Fund Reserves. The Town received \$2.997 million on September 7, 2011 as proceeds from the funding of the short term note (TRAN) was issued to build a cash flow bridge for operations until property tax revenue is received in January and April 2012. As Council is aware, the TRAN was increased this 2011/12 fiscal year in order to counterbalance the trend established the last few years (as illustrated by the attached graph of investment balances) of declining cash balances which has a strong correlation to declining fund balances. With receipt of these TRAN proceeds, the Town has positioned itself to meet financial obligations for the remainder of the fiscal year.

The turbulent markets were particularly hard on the GASB 45 trust investment managed by SISC which reflects a negative return of 11.76% for the July – September 2011 quarter. With the continuing uncertainty and fears related to the European debt crisis, markets continue to be very volatile where some days nearly all of the third quarter loss has been erased and other days the loss has been increased. Long term, SISC has been successful with its allocation model of approximately 60% equity and 40% fixed income. It is recommended that the Town wait out the storm and remember the long term opportunity created by the investment.

Fiscal Impact Analysis:

Isolating the loss from the GASB 45 trust, the Town earned \$2,445.87 for the quarter ended September 30, 2011. That is compared to \$4,307.89 for the quarter ended September 30, 2010. Again, isolating the GASB 45 loss, the Town realized very similar yield for the September 30th quarter ended of about .52% and .51% respectively. Because of the continued decline in interest rates, Rabobank's increase of 15 basis points only brings the yield comparable to the prior fiscal year.

TOWN OF PARADISE
 QUARTERLY SUMMARY OF INVESTMENTS
 For Quarter Ended September 30, 2011

Investment	Type	For Quarter Ended Sept. 30, 2011			For Quarter Ended Sept. 30, 2010			Net Change
		Yield	Book Value	Market Value*	Yield	Book Value	Market Value*	
Wells Fargo Bank	Checking		61,207.05	61,207.05		329,883.20	329,883.20	(268,676.15)
Local Agency Investment Fund (LAIF)	Various	0.39%	14,131.21	14,157.32	0.51%	2,102,593.51	2,106,619.66	(2,088,462.30)
Rabobank	Money Market	0.52%	3,312,076.02	3,312,076.02				3,312,076.02
SISC GASB 45 Trust B	Various	-11.76%	44,148.69	44,148.69				44,148.69
Fiscal Agents & Petty Cash	Other	0.37%	15,047.73	15,047.73	0.17%	449,243.60	449,243.60	(434,195.87)
	Totals		3,446,610.70	3,446,636.81		2,881,720.31	2,885,746.46	564,890.39
Total Quarterly Earnings on accrual basis			(3,439.22)			4,307.89		
Total Annual Earnings (July 1st - June 30th)			(3,439.22)			4,307.89		

* Market Value determined by LAIF

In compliance with the California Code Section 43646; the Treasurer of the Town of Paradise hereby certifies that sufficient investment liquidity and anticipated revenues are available to meet the Town's budgeted expenditure requirements for the next six months.

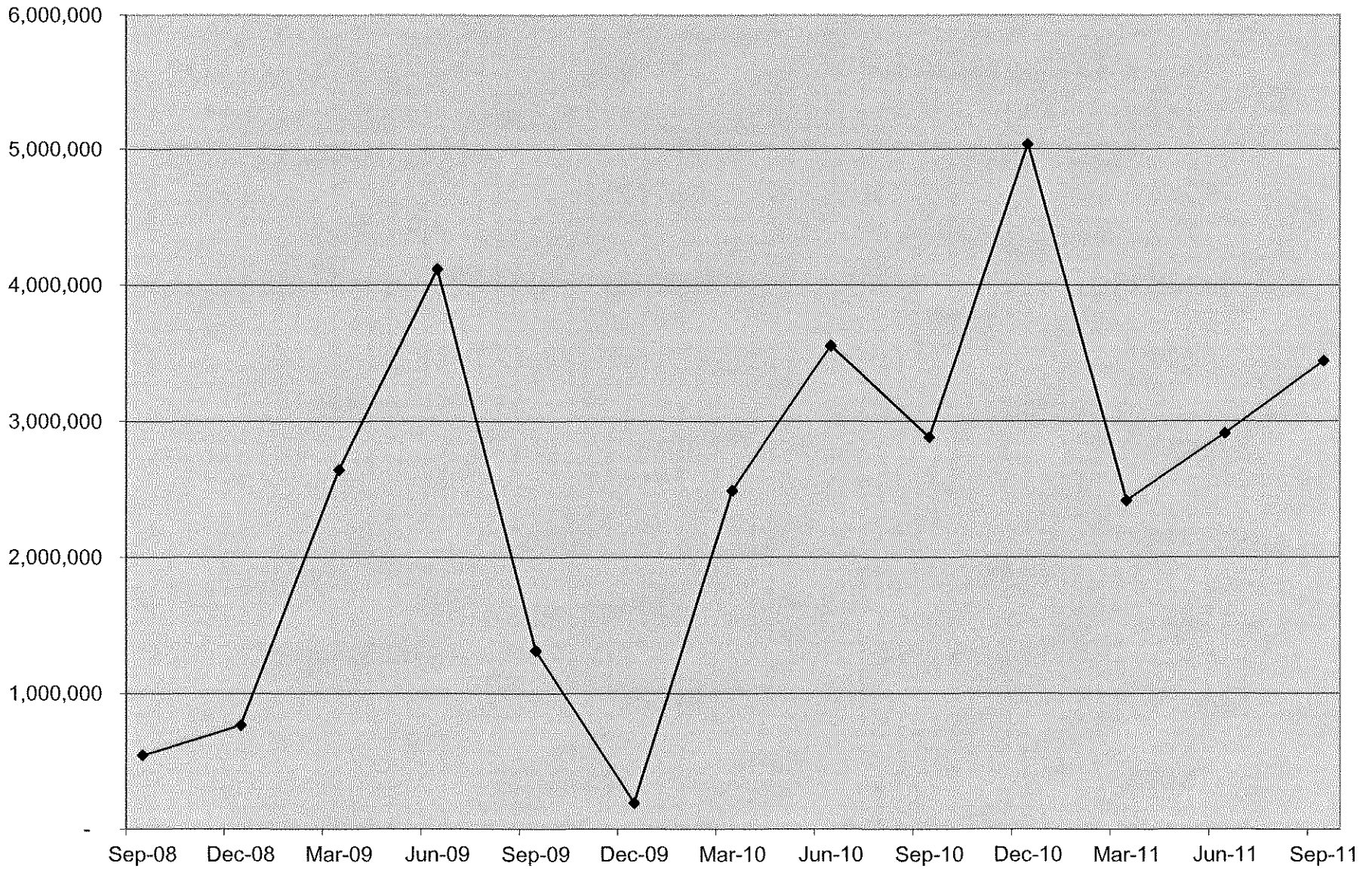
Investments in the report meet the requirements of the Town of Paradise's adopted investment policy.

Respectfully submitted,

/s/

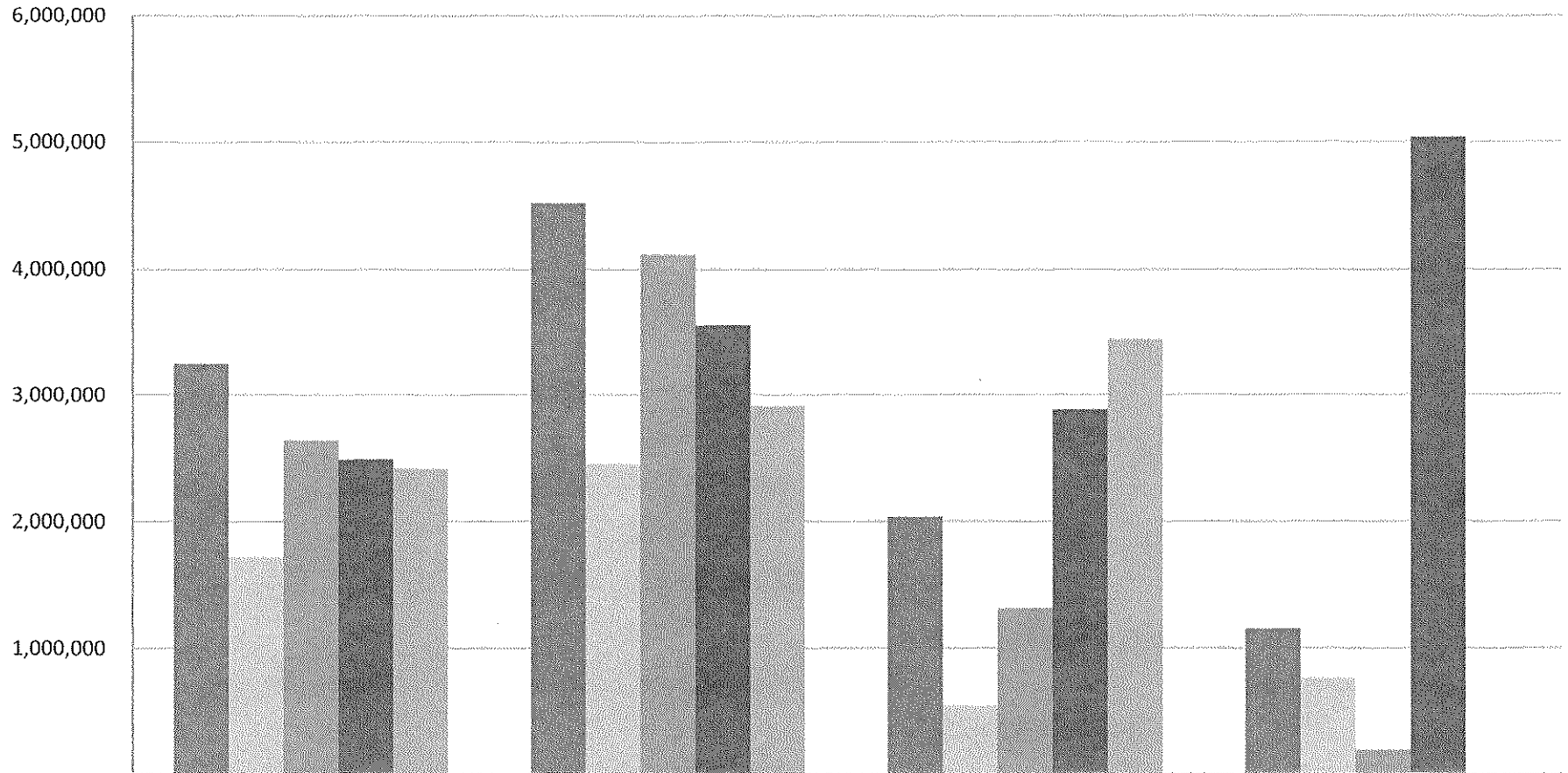
Gina S. Will
 Finance Director/Town Treasurer

**Town of Paradise
Investment Balances
September 2008 - September 2011**



	Sep-08	Dec-08	Mar-09	Jun-09	Sep-09	Dec-09	Mar-10	Jun-10	Sep-10	Dec-10	March-11	Jun-11	Sep-11
Series1	544,749	765,446	2,642,871	4,115,703	1,315,739	191,774	2,489,668	3,558,461	2,881,720	5,034,579	2,417,553	2,910,472	3,446,611

**Town of Paradise
Investment Balances
September 2007 - September 2011**



	March 31st	June 30th	Sept. 30th	Dec. 31st
2007	3,250,553	4,521,735	2,035,863	1,152,033
2008	1,721,649	2,454,193	544,749	765,446
2009	2,642,871	4,115,703	1,315,739	191,774
2010	2,489,668	3,558,461	2,881,720	5,034,579
2011	2,417,553	2,910,472	3,446,611	



**Town of Paradise
Council Agenda Summary
Date: December 6, 2011**

Agenda Item: 3h

Originated by: Craig Baker, Community Development Director

Reviewed by: Chuck Rough, Town Manager
Lauren Gill, Assistant Town Manager

Subject: Consideration of a Resolution Providing for a Summary Vacation of an Unused Drainage Easement Affecting the Paradise Community Village Project

Council Action Requested:

1. Adopt Town of Paradise Resolution No. 11-___, "A Resolution of the Town Council of the Town of Paradise Providing for a Summary Vacation of a Public Service Easement."
2. Direct staff to facilitate the recordation of grants of easements provided to the Town of Paradise by the Paradise Youth and Family Center Corporation and Community Housing Program, Inc.

Alternatives: Provide alternate direction to staff

Background: Community Housing Improvement Program, Inc. (CHIP) continues to make significant progress toward assuring the issuance of building permits for Phase I of the CHIP affordable housing component of the Paradise Community Village (PCV) project. In order to guarantee the provision of funding that has been secured for the CHIP project, building permits for all thirteen structures in the Phase (including thirty-six housing units), must be issued by the Town of Paradise by the end of this calendar year.

However, the design and location of an existing, unimproved 15 foot-wide drainage easement associated with the La Mesa Verde Subdivision conflicts with the design of the CHIP project and will effectively prevent the issuance of building permits for the two westernmost structures on the 2.52 acre site unless it is officially vacated by the Town of Paradise. The La Mesa Verde Subdivision recorded in 1961 and is located on the north side of the PCV project site. A Paradise Irrigation District water line easement that also conflicts with the Phase I CHIP housing project design is in the process of being vacated.

Discussion: Condition No. 28 of the PCV Vesting Tentative Subdivision Map requires any easements that conflict with the design of the project to be properly vacated. In order to accommodate a vacation of this drainage easement by the Town, the Paradise Youth and Family Center Corporation and CHIP have provided signed grants for replacement drainage easements, the designs of which do not conflict with the design of any element of the PCV project, including the Phase I CHIP housing. In addition, the new easements offered will be improved to accommodate drainage from the La Mesa Verde Subdivision and the Phase I CHIP housing project.

Conclusion:

Fiscal Impact Analysis: Adoption of the resolution providing for summary vacation of the easement and recording the grants of easements with the Butte County Recorder will have no impact upon the Town's finances.

Attachments

LIST OF ATTACHMENTS
Agenda No.

1. Copy of Town of Paradise Resolution No. 11-____, "A Resolution of the Town Council of the Town of Paradise Providing for a Summary Vacation of a Public Service Easement" and its attached Exhibit A.
2. Copy of Grant of Easement signed and provided by Community Housing Improvement Program, Inc.
3. Copy of Grant of Easement signed and provided by Paradise Youth and Family Center Corporation.
4. 8-1/2" x 11" portion of map showing the Phase I CHIP housing project and conflicting easement

EXHIBIT A

DESCRIPTION OF VACATED PUBLIC SERVICE EASEMENT

All that real property situated in the Town of Paradise, County of Butte, State of California, described as follows:

Being a non-exclusive easement for drainage purposes over a strip of land 15.00 feet in width, lying in the Southwest quarter of Section 23, Township 22 North, Range 3 East, M.D.B. & M., said strip lying 7.50 feet on either side of the following described centerline:

Commencing at the Southwest corner of Lot 14 of the La Mesa Verde Unit No 1 Subdivision, as said Lot 14 is shown on that certain map entitled, "La Mesa Verde Unit No 1," on file in Map Book 19 at pages 24 and 25 in the office of the Recorder of said Butte County; thence from said Southwest corner of said Lot 14, South 89°40'20" West, 60.00 feet; thence South 00°17'20" East, 320.01 feet; thence North 89°40'20" East, 233.75 feet to the true point of the said centerline of said 15 foot easement; thence from said true point of beginning, South 00°19'40" East, 7.50 feet; thence North 89°40'20" East, 65.00 feet; thence South 04°04'10" East, 503.50 feet more or less to the South line of the Thorstappen property and to the end of said easement.

A Portion of AP No. 054-380-001

After Recording Return to:

Town of Paradise
Town Clerk
5555 Skyway
Paradise, CA 95969

A GOVERNMENTAL ENTITY ACQUIRING TITLE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

"No Fee Required" (Govt. Code sec 6103 & 27383 & R & T Code 11922) Recorded for the benefit of the Town of Paradise

Authorized Representative: _____

GRANT OF EASEMENT

For value received: **Community Housing Improvement Program, Inc.**

GRANTS TO THE TOWN OF PARADISE

All that real property situate in the Town of Paradise, County of Butte, State of California, and being an Easement for Drainage purposes, and Appurtenances, in, on, over, under and across the following described parcel of land.

SEE EXHIBIT "A" and "B" ATTACHED

DATE: 11/23/2011

SIGNATURE: _____

David Ferrier, Executive Director

STATE OF CALIFORNIA
COUNTY OF BUTTE

On 11-23-2011, 2011, Before Me, Joanna Gutierrez, Notary Public

Personally Appeared David Thomas Ferrier

personally known to me (or proved to me on the basis of satisfied evidence) to be the person whose name ~~(s)~~ (s) subscribed to the within instrument and acknowledged to me that ~~(he/she/they)~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~ and by ~~his/her/their~~ signature~~(s)~~ on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____

Joanna Gutierrez

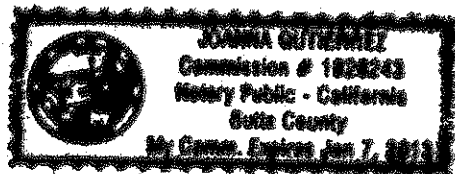


EXHIBIT "A"

DRAINAGE EASEMENT DESCRIPTION

A non-exclusive use easement situate in the Town of Paradise, County of Butte, State of California on, over, under and across a strip of land 15.00 feet in width being a portion of Lot 1 as shown on that certain subdivision map entitled "Paradise Community Village Phase 1" filed for record in Map Book 180, at Pages 41-44, Butte County Official Records, more particularly described as follows:

BEGINNING at the southwest corner of Lot 5 as shown on that certain map entitled "Paloma Terrace" filed for record in Map Book 32, at Page 5-6, Butte County Official Records, and as shown on said Map Book 180, at Pages 41-44;

Thence, along the northerly line of said Lot 1, North 89°40'38" East, 394.28 feet to the northeast corner of said Lot 1;

Thence, along the east line of said Lot 1, South 00°17'02" East, 221.92 feet to the northerly right-of-way line of Village Parkway as shown on said Map Book 180, at Pages 41-44, said point being located on a non-tangent 155.00 foot radius curve, concave southerly, from which point the radius point bears South 09°26'54" East;

Thence, leaving said east line, Westerly, 15.34 feet along said curve, through a central angle of 05°40'15" to a point which lies 15.00 feet westerly of, measured at right angles to, said east line;

Thence, parallel to said east line, North 00°17'02" West, 210.10 feet to a point which lies 15.00 feet southerly of, measured at right angles to, said northerly boundary line of said Lot 1;

Thence, parallel to said northerly boundary, South 89°40'38" West, 379.30 feet to the easterly line of Community Way as shown on said Map;

Thence, along the easterly line of said Community Way, North 00°13'26" West, 15.00 feet to the point of beginning.

Containing 0.21 acres more or less.

Mark R. Herrick

NorthStar Engineering

Mark R. Herrick PLS 8323



11-21-2011

Date

Exhibit "A"

Page 1 of 1

A Portion of AP No. 054-380-002

After Recording Return to:

Town of Paradise
Town Clerk
5555 Skyway
Paradise, CA 95969

A GOVERNMENTAL ENTITY ACQUIRING TITLE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

"No Fee Required" (Govt. Code sec 6103 & 27383 & R & T Code 11922) Recorded for the benefit of the Town of Paradise

Authorized Representative

[Handwritten Signature]

GRANT OF EASEMENT

For value received: Paradise Youth And Family Center Corporation

GRANTS TO THE TOWN OF PARADISE

All that real property situate in the Town of Paradise, County of Butte, State of California, and being an Easement for Drainage purposes, and Appurtenances, in, on, over, under and across the following described parcel of land.

SEE EXHIBIT "A" and "B" ATTACHED

DATE: 11/23/2011

SIGNATURE: *[Handwritten Signature]*
David Ferrier, President

STATE OF CALIFORNIA
COUNTY OF BUTTE

On 11.23.2011, 2011, Before Me, Joanna Gutierrez Notary Public

Personally Appeared David Thomas Ferrier

~~personally known to me~~ (or proved to me on the basis of satisfied evidence) to be the person whose name ~~(s)~~ (s) are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~ and by ~~his/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~ or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature *Joanna Gutierrez*

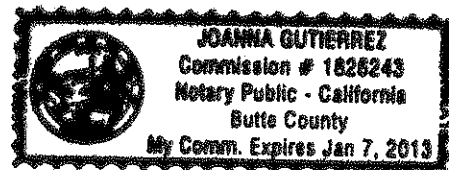


EXHIBIT "A"

DRAINAGE EASEMENT DESCRIPTION

A non-exclusive use easement situate in the Town of Paradise, County of Butte, State of California on, over, under and across a strip of land 15.00 feet in width being a portion of the "Remaining Lands/Future Phases" as shown on that certain subdivision map entitled "Paradise Community Village Phase 1" filed for record in Map Book 180, at Pages 41-44, Butte County Official Records, more particularly described as follows:

BEGINNING at the southeast corner of Lot 1 as shown on said Map, said point being located on the northerly right-of-way line of Village Parkway as shown on said Map;

Thence, along the east line of said "Remaining Lands/Future Phases", South 00°17'02" East, 436.04 feet to an angle point therein;

Thence, leaving said east line, South 88°29'52" West, 15.00 feet to a point which lies 15.00 feet westerly of, measured at right angles to, said east line;

Thence, parallel to said east line, North 00°17'02" West, 433.17 feet to the northerly line of said Village Parkway, said point being located on a non-tangent 155.00 foot radius curve, concave southerly, from which point the radius point bears South 15°07'10" East;

Thence, along the northerly line of said Village Parkway, Easterly, 15.34 feet along said curve, through a central angle of 05°40'15" to the point of beginning.

Containing 0.15 acres more or less.

Mark R. Herrick

NorthStar Engineering

Mark R. Herrick PLS 8323



11-21-2011

Date

Exhibit "A"

Page 1 of 1

PALOMA TERRACE
32 M 5

2009-0030438

COMMUNITY WAY

2001-0062632

60' ROAD AND UTILITY EASEMENT PER
1682 OR 270 & SN. 2001-0062632

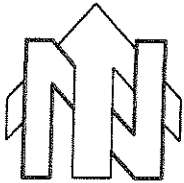
2009-0009705

LOT 1

180 M 41-44

R = 155.00'
Δ = 5°40'15"
L = 15.34'

POINT
OF BEGINNING



10' P.S.E.

LOCATION
OF STREET NAME
CHANGE

REMAINING LANDS/FUTURE PHASES

180 M 41-44

15°07'10"W
RADIAL

S00°17'02"E
N00°17'02"W
433.17'

2009-0009705

436.04'

15' WIDE
DRAINAGE EASEMENT

N88°29'52"E
416.32'

S88°29'52"W
15.00'



Mark R. Herrick 11-21-2011

NORTHSTAR ENGINEERING
MARK R. HERRICK PLS 8323

NorthStar
ENGINEERING

111 Mission Ranch BLVD, STE 100
Chico, California 95926
Phone: (530) 893-1600 Fax: (530) 893-2113
www.northstareng.com

PREPARED FOR:

PARADISE COMMUNITY
VILLAGE

JOB TITLE:

EXHIBIT B

PLAT TO ACCOMPANY DRAINAGE
EASEMENT DESCRIPTION

SHEET NO.:

1 OF 1

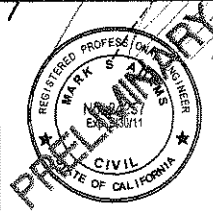
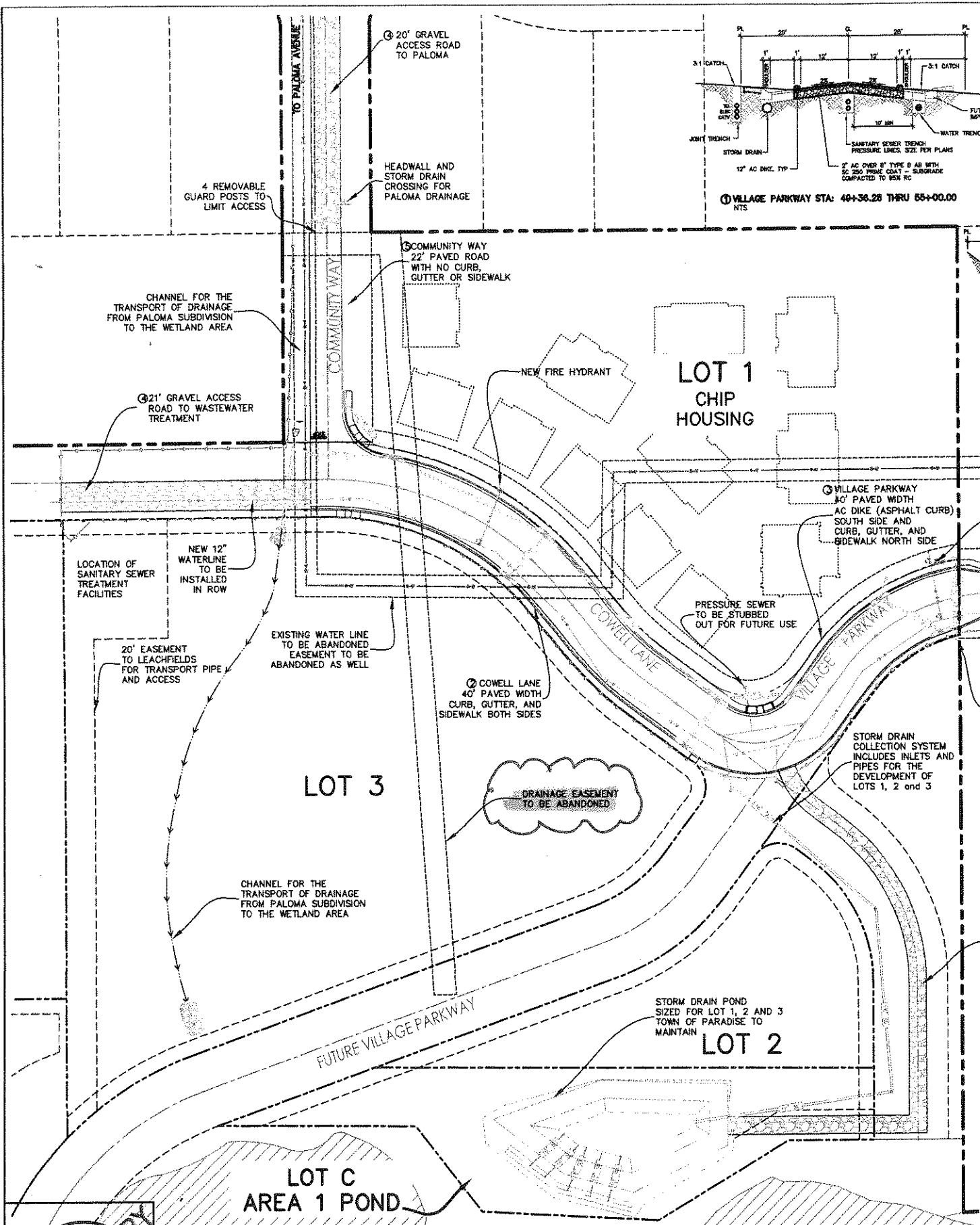
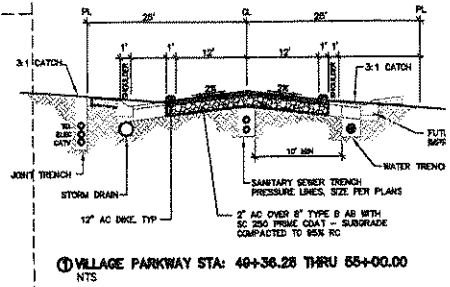
SCALE: 1" = 100'

JOB NO.: 8742

DATE: 11-21-2011

DRAWN BY: MH

CHECKED BY: MLM



Designed:	Revision	Date	By
Drawn By:			
Approved:			
Date:		7/12/11	

92

NorthStar
Civil Engineers..Surveyors
Chico, California

111 MISSION RANC
Chico, California 95
Phone: (530) 893-1
Web Site: www.nor

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

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF PARADISE PROVIDING FOR A SUMMARY VACATION
OF A PUBLIC SERVICE EASEMENT**

WHEREAS, as a condition of Tentative Subdivision Map No. PL11-00235, the developer is required to relocate a Town drainage easement within the site; and

WHEREAS, The Town has not improved or used the drainage easement for more than five years; and

WHEREAS, a public service easement, or a portion thereof, may be summarily vacated pursuant to Streets and Highway Code Division 9, Part 3, Chapter 4, Section 8333 if the easement has not been used for the purpose for which it was dedicated or acquired for five years immediately preceding the proposed vacation.

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

Section 1. The Town Council finds, based on evidence submitted, that the drainage easement described in Exhibit “A” has not been used by the Town of Paradise for more than five years prior to the date of this Resolution.

Section 2. The Town Council declares that the drainage easement described in the attached Exhibit “A” is hereby vacated.

Section 3. From the date of this Resolution is recorded the Town of Paradise drainage easement described in Exhibit “A” no longer constitutes a public service easement.

Section 4. Pursuant to Streets and Highway Code section 8336, the Town Clerk shall cause a certified copy of this resolution, attested by the Town Clerk under seal, to be recorded without acknowledgement, certificate of acknowledgement, or further proof in the Office of the Recorder of the County of Butte. Upon such recordation, the vacation shall be complete.

PASSED AND ADOPTED by the Paradise Town Council of the Town of Paradise, County of Butte, State of California, on this 6th day of December 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

EXHIBIT A

DESCRIPTION OF VACATED PUBLIC SERVICE EASEMENT

All that real property situated in the Town of Paradise, County of Butte, State of California, described as follows:

Being a non-exclusive easement for drainage purposes over a strip of land 15.00 feet in width, lying in the Southwest quarter of Section 23, Township 22 North, Range 3 East, M.D.B. & M., said strip lying 7.50 feet on either side of the following described centerline:

Commencing at the Southwest corner of Lot 14 of the La Mesa Verde Unit No 1 Subdivision, as said Lot 14 is shown on that certain map entitled, "La Mesa Verde Unit No 1," on file in Map Book 19 at pages 24 and 25 in the office of the Recorder of said Butte County; thence from said Southwest corner of said Lot 14, South 89°40'20" West, 60.00 feet; thence South 00°17'20" East, 320.01 feet; thence North 89°40'20" East, 233.75 feet to the true point of the said centerline of said 15 foot easement; thence from said true point of beginning, South 00°19'40" East, 7.50 feet; thence North 89°40'20" East, 65.00 feet; thence South 04°04'10" East, 503.50 feet more or less to the South line of the Thorstappen property and to the end of said easement.



**Town of Paradise
Council Agenda Summary
December 6, 2011**

Agenda Item: 3i

Originated by: Lauren M. Gill, Assistant Town Manager
Dwight L. Moore, Town Attorney

Reviewed by: Charles L. Rough, Jr., Town Manager

Subject: Amend the Development Agreement for Paradise Community Village (PCV) Project and Allow the Mayor and the Town Manager to Execute All Subsequent Documents to Implement the Town's Obligations Under the Development Agreement

Council Action Requested:

Adopt the attached resolution authorizing the Mayor and the Town Manager to execute an amendment to the development agreement relating to PCV and all subsequent documents to implement the Town's obligations under the development agreement.

Background:

On August 22, 2011, the Town entered into a development agreement relating to the Paradise Community Village Project. Within the development agreement, the Town will provide a Community Development Block Grant loan to the Paradise Youth Sports and Family Center (PCV) to design and construct a wastewater system for the CHIP Phase I affordable housing project. PCV will in turn loan the money to CHIP, as the owner/operator to execute the design and construction of the wastewater system. PCV will repay the Town's loan within five years by transferring two parcels within the project to the Town. Under the current development agreement, the Town's loan will be secured by a deed of trust on the real property owned by PCV and also secured by a deed of trust against the CHIP property.

Discussion:

PCV and CHIP are now requesting the PCV loan to CHIP not be secured by CHIP's parcel. It should be noted that the CDBG loan will be secured by the PCV parcel. The CHIP parcel is being secured by other lenders financing the CHIP project. These lenders require that the CHIP parcel not be "over" encumbered.

The Town Attorney and staff agree that amending the development agreement to release the CHIP property would not affect the security of the Town's CDBG loan.

The other item addressed in the attached resolution is to designate the Mayor and the Town Manager authority to execute subsequent amendments and documents relating to the Town's ability to accomplish the project as proposed in the development agreement.

This provides the impetus necessary to perform the various functions of the development agreement in a timely manner.

Fiscal Impact Analysis:

This amendment does not change the status of the financial obligation of the original development agreement.

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
AUTHORIZING THE MAYOR AND THE TOWN MANAGER TO EXECUTE
AMENDMENTS TO THE DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF
PARADISE AND THE PARADISE YOUTH SPORTS AND FAMILY CENTER (PCV)
AND ALL SUBSEQUENT DOCUMENTS RELATING TO THE PARADISE
COMMUNITY VILLAGE TO IMPLEMENT THE TOWN'S OBLIGATIONS UNDER THE
DEVELOPMENT AGREEMENT**

WHEREAS, on August 22, 2011, the Town of Paradise entered into a Development Agreement with the Paradise Youth Sports and Family Center, doing business as Paradise Community Village, Paradise Recreation and Parks District, Community Housing Improvement Program, Inc. (CHIP) and Paradise Ridge Youth Soccer Club (Club) relating to Paradise Community Village Project; and

WHEREAS, the parties to the Development Agreement have requested amendments to the agreement concerning the obligations of the Community Housing Improvement Program under said agreement.

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

Section 1. The Mayor and the Town Manager are authorized to execute the amendment to the Development Agreement as attached to this Resolution as Exhibit "A".

Section 2. In addition, the Mayor and the Town Manager are authorized to execute all subsequent documents to implement the Town's obligations under the Development Agreement.

PASSED AND ADOPTED by the Town Council of the Town of Paradise on this ___th day of _____, 20___, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Alan White, Mayor

ATTEST:

Joanna Gutierrez, CMC, Town Clerk

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

AMENDMENT TO PHASE 1 AGREEMENT

The Phase 1 Development Agreement (the "Agreement") executed on August 22, 2011 (the "Effective Date") by and between Paradise Youth Sports and Family Center, a California non-profit, public benefit corporation doing business as Paradise Community Village (the "Corporation"), the Town of Paradise (the "Town"), Paradise Recreation and Park District, a California recreation and park district ("PRPD"), Community Housing Improvement Program, Inc., a California non-profit, public benefit corporation ("CHIP"), and Paradise Ridge Youth Soccer Club, a California non-profit, public benefit corporation, (the "Club") is amended as follows:

1. The last sentence of Section 2. b. shall be deleted in its entirety.

2. The first sentence of Section 2. e. shall be amended by striking the comma and phrase "subject to CHIP executing the Lot 1 Trust Deed in favor of the Corporation" appearing therein immediately after the words "...previously granted it." The first sentence of Section 2. e. shall now read as follows:

In consideration for CHIP'S performance of those obligations set forth in Subsections a., b., c, and d. above, the Corporation shall grant, convey, and transfer to CHIP Lot 1 upon its exercise of the option previously granted it.

3. The last two sentences of Section 2. f. shall be deleted in their entirety and in lieu thereof, there shall be inserted the following:

The loan by the Corporation to CHIP, like the CDBG Loan, shall not bear interest and shall be due and payable upon sooner to occur of the fifth anniversary of Effective Date or upon the default by CHIP in its performance under any note secured by a trust deed to Lot 1 after the expiration of any applicable cure period. The Corporation's loan to CHIP shall be fully satisfied and discharged upon issuance of a certificate of occupancy for the Project by the Town.

4. The last sentence of Section 2. h. shall be deleted in its entirety and in lieu thereof, there shall be inserted upon the following:

Should the Future Development of the Remainder or of the Club Property result in construction of a public park or public recreation facility thereon within five years of the Effective Date, the estimated fair-market value of which approximates \$100,322.00, PRPD shall deem \$100,322.00 of the PRPD Loan fully satisfied and discharged. As amended above, the Agreement shall remain in full force and effect and be binding on the parties thereto.

Executed on the date last set forth below opposite the parties signatures.

December ____, 2011

CORPORATION:

Paradise Youth Sports & Family Center, a California non-profit, public benefit corporation doing business as Paradise Community Village

By: _____
David Ferrier, President

By: _____
Mike Trinca, Secretary

December ____, 2011

PARTIES:

Town of Paradise

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

December ____, 2011

Paradise Recreation & Park District, a California recreation and park district

By: _____
Mike Trinca, General Manager

December ____, 2011

Community Housing Improvement Program,
Inc., a California non-profit, public benefit
corporation

By: _____
David Ferrier, President

December ____, 2011

Paradise Ridge Youth Soccer Club, a
California non-profit, public benefit
corporation

By: _____
Maximilian G. Barteau

PHASE 1 DEVELOPMENT AGREEMENT

This Phase 1 Development Agreement (the "Agreement") is executed as of the date last set forth below opposite the parties' signatures (the "Effective Date") by and between Paradise Youth Sports and Family Center, a California non-profit, public benefit corporation doing business as Paradise Community Village (the "Corporation"), the Town of Paradise (the "Town"), Paradise Recreation and Park District, a California recreation and park district ("PRPD"), Community Housing Improvement Program, Inc., a California non-profit, public benefit corporation ("CHIP"), and Paradise Ridge Youth Soccer Club, a California non-profit, public benefit corporation (the "Club") (each individually, a "Party" and together, the "Parties"). This Agreement is based upon the following facts:

A. The Corporation has acquired that certain unimproved real property commonly known as Butte County Assessor's Parcels Nos. 054-380-001 and 054-380-002 and as more particularly described on the attached Exhibit "A" (the "Property").

B. The Club has acquired that certain unimproved real property immediately adjacent to the east of the Property commonly known as Butte County Assessor's Parcel No. 054-090-071 and as more particularly described on the attached Exhibit "B" (the "Club Property").

C. There is an easement on, over, and across the Club Property for the benefit of the Property for purposes of ingress, egress and public utilities, which easement is appurtenant to the Property.

D. The Parties wish to develop the Property and the Club Property for common purposes, including affordable housing, single family residences, parks and open space, youth sports and recreation including potentially lighted soccer fields, public education, and related purposes. To this end, the Corporation has obtained a vesting tentative map for the Property, phasing of which was approved by the Town on September 27, 2010 (the "Map"). Phase 1 of the Map has been finalized, providing for the subdivision of the Property into two parcels, one, being Lot 1, intended for affordable housing as more particularly described in Section 2.b. below, and the remainder of the Property (the "Remainder"), which,

together with the Club Property, shall be developed for such purposes as ultimately shall be approved by the Town (development of the Remainder and the Club Property is referred to as the "Future Development").

E. CHIP wishes to proceed with the development of affordable housing on Lot 1, for which it holds an option to acquire.

F. In order to facilitate the development of affordable housing on Lot 1, as well as Future Development, the Parties must construct certain infrastructure, including, among other things, streets, sidewalks, curbs, gutters, planter strips, parking, lights and lighting, utilities, storm drainage, and wastewater collection, treatment, and dispersal facilities (the "Phase 1 Infrastructure"), as designated on the Map, on both the Property and the Club Property.

G. The Parties now desire to jointly construct the Phase 1 Infrastructure and provide for the use and maintenance of it pursuant to the terms and conditions set forth in this Agreement.

In consideration of the foregoing facts, the recital of which by this reference is incorporated in the agreement of the Parties set forth below as though fully set forth therein, and of the mutual conditions, covenants and promises set forth below, the Parties agree as follows:

1. **Construction of Phase 1 Infrastructure.** The Parties hereby agree pursuant to the terms and conditions set forth in this Agreement to jointly undertake and pay for construction of the Phase 1 Infrastructure.

2. **Contributions and Consideration.** It is estimated that the total cost of the Phase 1 Infrastructure will be approximately \$1.5 million. The Parties agree to pay for or perform as their contribution to the cost of the Phase 1 Infrastructure and to receive as consideration therefor the following:

a. CHIP shall contribute the sum of \$400,000.00 towards the cost of construction of the Phase 1 Infrastructure, excluding the wastewater collection, treatment, and dispersal facilities described in Subsection c. below.

b. CHIP at its sole cost and expense shall undertake to construct, construct, and complete in a good and workmanlike manner within three years of the Effective Date a 36 unit affordable housing project (the "Project") on Lot 1. Of the 36 units, 35 shall be rent restricted for a period of not less than 55 years from issuance of a certificate of occupancy therefor to households earning incomes at or less than 60 percent of the area mean income for Butte County. To secure its obligation to construct the Project as described above as well as the Wastewater System described in Subsection c. below, CHIP shall execute a deed of trust to Lot 1 (the "Lot 1 Trust Deed") in favor of the Corporation immediately following conveyance of Lot 1 to it, which shall be junior and subordinate to a deed or deeds of trust executed by CHIP in favor of such entity or entities lending money to it for the purposes of construction and financing the Project, not to exceed a total of \$8.6 million.

c. CHIP at its sole cost and expense, with financial assistance not to exceed \$350,000.00 loaned by the Town to the Corporation and in turn by the Corporation to CHIP pursuant to Subsection f. below, shall undertake to construct, construct, and complete in a good and workmanlike manner wastewater collection, treatment, and dispersal facilities (the "Wastewater System") as required pursuant to the Map. The Wastewater System shall be located on the Remainder at a location agreed upon by CHIP and the Corporation, but generally in the area designated on the Map as "Lot 7 – Wastewater Disposal Area." Following execution hereof, CHIP shall contract for timely construction of the Wastewater System in a manner consistent with the construction schedule discussed in Section 3. below and timely pay any and all payments due for the capital costs thereof and indemnify and hold the other Parties free and harmless therefrom.

The Wastewater System shall be designed and constructed to provide wastewater collection, treatment, and dispersal for the Project, and also to be capable of expansion to accommodate the wastewater collection, treatment, and dispersal needs associated with Future Development. CHIP at its sole cost and expense shall own, operate, and maintain the Wastewater System, provided, however, that it agrees to allow connection thereto to Future Development parcel owners upon expansion of the Wastewater System to accommodate their intended use and their payment of connection and use fees for

their proportionate use of the Wastewater System, which fees will be sufficient to cover costs associated with the operation, maintenance, and replacement of the Wastewater System, as CHIP and such parcel owner or owners may agree, or if they cannot so agree, as NorthStar Engineering or such other engineer as CHIP and the parcel owners may agree, shall determine. The cost of any engineering analysis shall be borne solely by such Future Development parcel owner or owners.

d. CHIP agrees that a promissory note in the principal sum of \$50,000.00 previously executed by the Corporation in its favor and secured by a trust deed to the Property (the "CHIP Loan") shall be amended upon execution hereof so that it shall bear no interest and shall be due and payable in full on the tenth anniversary of the Effective Date. The CHIP Loan shall be secured by the Trust Deed described in Subsection f. below. Upon execution and recordation of the Trust Deed, CHIP shall release and reconvey the trust deed previously executed by the Corporation to secure the CHIP loan before its amendment as provided herein.

e. In consideration for CHIP's performance of those obligations set forth in Subsections a., b., c. and d. above, the Corporation shall grant, convey, and transfer to CHIP Lot 1 upon its exercise of the option previously granted it, subject to CHIP executing the Lot 1 Trust Deed in favor of the Corporation. The Corporation shall also grant CHIP an easement on, over, and across the Remainder for purposes of owning, constructing, operating, maintaining, repairing or replacing the Wastewater System, the location and description of which shall be as CHIP and the Corporation reasonably shall agree or if they cannot so agree, as NorthStar Engineering, or such other engineer as they may agree, shall determine.

f. The Town shall loan to the Corporation an amount not to exceed the sum of \$350,000.00 (the "Town Loan"), which the Corporation in turn will loan to CHIP for purposes of construction of the Wastewater System. The Town Loan shall not bear interest, shall be due and payable upon the sooner to occur of (i) the fifth anniversary of the Effective Date or (ii) upon default by CHIP in its performance under any note secured by a deed of trust to Lot 1 after the expiration of any applicable cure period, and shall be secured by a trust deed to the Remainder (the "Trust Deed") junior and

subordinate to a deed of trust securing a loan obligation in the approximate outstanding principal sum of \$180,000.00 in favor of Rabobank, which Trust Deed jointly shall secure other obligations and loans as more particularly described below. The Town shall release and reconvey its right, title and interest in and to the Trust Deed and its loan to the Corporation shall be deemed fully satisfied and discharged upon (i) a certificate of occupancy for the Project being issued by it and (ii) the sooner to occur of the lots described below being conveyed to it by the Corporation or the expiration of six months following issuance by the Town of a certificate of occupancy for the Project. The loan by the Corporation to CHIP secured by the Lot 1 Trust Deed described above, like the Town Loan, shall not bear interest and shall be due and payable upon the sooner to occur of the fifth anniversary of the Effective Date or upon default by CHIP in its performance under any note secured by a trust deed to Lot 1 after the expiration of any applicable cure period. The Corporation shall release and reconvey its right, title and interest in and to the Lot 1 Trust Deed and its loan to CHIP shall be deemed fully satisfied and discharged upon issuance of a certificate of occupancy for the Project by Town.

g. In consideration for the Town Loan , the Corporation shall grant to Town two lots in the Remainder tentatively identified as Lots 3 and 4 as shown on the Map. This grant is expressly conditioned upon recordation of a final map creating such lots, unless such grant is exempt from the provisions of the Subdivision Map Act as the Town may determine. In this latter event, the two lots shall be granted by the Corporation to the Town upon preparation by NorthStar Engineering of a legal description therefor satisfactory to Town, and Town shall defend and indemnify the Corporation of and from any claim or action that such grant was in violation of the Subdivision Map Act. The Town shall be solely responsible for and shall pay any sum required by Rabobank to release such lots from the deed of trust in its favor, if such release is desired by the Town, and any fees and costs charged by NorthStar Engineering to prepare the legal descriptions of such lots. The Town shall use its best efforts to determine whether such grant is exempt from the Subdivision Map Act as soon as reasonably practicable following the Effective Date and, if it determines it is, to obtain a legal description for the lots from NorthStar Engineering in order that the lots may be conveyed to it by the Corporation.

h. PRPD shall loan \$200,000.00 to the Corporation, and subject to its receipt of approved grant funds in the amount of \$100,322.00 from the Town, an additional \$100,322.00, for the cost of the Phase 1 Infrastructure, excepting the Wastewater System. This loan (the "PRPD Loan") shall be evidenced by a promissory note which provides for no interest, shall be fully due and payable on the fifth anniversary of the Effective Date or sooner, upon sale of all or a portion of the Remainder, excluding the two parcels being transferred to the Town, to the extent proceeds realized therefrom, once proportionately divided as provided below, allow, and shall be secured by the Trust Deed (collectively, the "Terms"). Should the Future Development of the Remainder or of the Club Property result in construction of a park or recreation facility thereon within five years of the Effective Date, PRPD shall deem \$100,322.00 of the PRPD Loan fully satisfied and discharged.

i. The Club shall contribute \$200,000.00 to the Corporation for the cost of construction of the Phase 1 Infrastructure, excepting the Wastewater System. The Club also shall loan an amount not to exceed \$200,000.00 to the Corporation for the cost of such infrastructure, but only if needed for the construction of the Phase 1 Infrastructure, excluding the Wastewater System. The Club will not be obligated to loan any part of this sum unless and until all other contributions and loans by the Parties for the Phase 1 Infrastructure as provided above have been exhausted. This loan (together with the previous loan described below, the "Club Loan") shall be on the Terms discussed above. The Club further agrees that a promissory note in the principal sum of \$50,000.00 previously executed by the Corporation in its favor shall be rolled into and included in the Club Loan upon execution hereof, at which time this note shall be marked "Cancelled" by the Club.

j. In consideration for the Club's contribution and the Club Loan, the Parties, each on its own behalf and on behalf of its successors and assigns, endorse the development of the Club Property as a soccer complex, which may include lighted soccer fields. The Club acknowledges that this agreement shall in no way obligate the Town's planning commission or Council to approve any use permit application for use of the Club Property for any purpose, including lighted soccer fields.

3. **Construction and Performance Schedule.** As soon as reasonably practicable following execution hereof but no later than issuance by the Corporation of its notice to proceed for construction of the Phase 1 Infrastructure, the Parties, working with NorthStar Engineering or such other engineer as they may determine, shall develop and mutually agree upon a construction schedule for the Phase 1 Infrastructure, including the Wastewater System (the "Construction Schedule"), showing the dates upon which (i) construction shall commence, (ii) certain phases thereof will be completed, (iii) installment payments for the completed phases will be due, and, (iv) construction shall be completed. In order to finance the construction in accordance with the Construction Schedule, CHIP shall contribute \$200,000.00 of its \$400,000.00 contribution and the Club its \$200,000.00 contribution to the Corporation on or before August 15, 2011. PRPD shall use its best efforts to contribute \$100,000.00 of the PRPD Loan to the Corporation by August 15, 2011, but in any event shall contribute such amount as soon as it reasonably can following the Effective Date, and in any event, by September 30, 2011, at which time an additional \$100,000.00 of the PRPD Loan shall be contributed by it to the Corporation. CHIP also shall contribute the remaining \$200,000.00 of its contribution on or before September 30, 2011. PRPD shall contribute the amount of \$100,322.00 upon its receipt of the approved grant from the Town. The Club shall contribute all or such part of the Club Loan as necessary upon proof to its satisfaction that all of the contributions and loans of the other Parties have been made and exhausted in payment of construction costs pursuant to the Construction Schedule and at least 72 hours advance notice of the need therefor by the Corporation.

All such funds shall be deposited in an interest bearing account in the name of the Corporation established at a commercial banking institution in the Town of Paradise of the Corporation's selection. Any and all withdrawals therefrom shall require the signatures of any two of the president, the vice-president, the secretary, the treasurer, and the executive director of the Corporation and shall be consistent with the Construction Schedule. The Corporation shall strictly account for all funds deposited in such account, interest accrued thereon, and all withdrawals therefrom, and provide to the Parties on a monthly basis a copy of the general ledger for such account as well as an income and expense statement for the

Phase 1 Infrastructure. If upon completion of construction of the Phase 1 Infrastructure excluding the Wastewater System there remain in the account unexpended funds, these shall be paid to PRPD and the Club in partial payment of amounts loaned by them, or by either of them, for construction of the Phase 1 Infrastructure, excluding the Wastewater System, on a prorata basis in proportion to the outstanding balance of their respective loans for such purposes.

The Town shall fund its loan to the Corporation, not to exceed \$350,000.00, on or before issuance by it of a building permit for the Project. In the event the Town has expended any funds itself for the design or engineering of the Wastewater System, these shall be subtracted from the amount of the Town Loan the Town is obligated to fund. Such funds are Community Development Block Grant funds paid to the Town by the federal government and therefore shall be disbursed by the Town pursuant to any federal regulations applicable thereto. Upon receipt of such, the Corporation shall advance and pay such to CHIP for its use in construction of the Wastewater System. CHIP shall undertake to design, construct and complete the Wastewater System in a manner consistent with the Construction Schedule so as to assure the Wastewater System is completed and operating as of the date it seeks to obtain a certificate of occupancy for the Project.

4. **Trust Deed.** CHIP, the Town, PRPD, and the Club acknowledge and agree that the Trust Deed secures (i) the CHIP Loan, (ii) the Town Loan, (iii) the obligation of the Corporation to grant two lots to the Town, (iv) the PRPD loan, and (v) the Club Loan. As provided below, these Parties shall share proportionately, the Town to the extent of the actual outstanding amount loaned by it and expended in constructing the Wastewater System, not to exceed \$350,000.00, and additionally the fair market values of the two lots to be granted to it by the Corporation until such grant is made, and CHIP, PRPD, and the Club to the extent of the actual outstanding amounts loaned by them to the Corporation, in any and all sale proceeds realized from the sale by the Corporation of all or a part of the Remainder, excluding the two lots to be granted to the Town, or from a foreclosure sale of the Remainder under the Trust Deed. By way of example and assuming outstanding loans as set forth below, the Parties' proportionate shares in proceeds realized would be as follows:

Party	Loan	Proportionate Share
CHIP	\$50,000.00	.0555
Town	\$350,000.00	.3887
PRPD	\$300,322.00	.3336
Club	\$200,000.00	.2221
Total	\$900,322.00	1.000

CHIP, PRPD and the Club agree that they shall release from and reconvey the two lots to be transferred to the Town from the Trust Deed.

5. Ownership and Maintenance of Phase 1 Infrastructure.

Upon its completion and acceptance, all of the Phase 1 Infrastructure, excluding the Wastewater System, shall be dedicated to and accepted by the Town and by the utility providers responsible therefor. All of such Phase 1 Infrastructure, including the Wastewater System, shall be for the benefit of the Parties and Future Developers as discussed below, who may jointly use it for the Phase 1 Development and for Future Development. The Corporation shall obtain from the contractor or contractors constructing the Phase 1 Infrastructure, excluding the Wastewater System, a warranty that such shall be free of any and all defects in materials and workmanship and shall operate as specified for a period of at least one year from and after its completion and acceptance. CHIP shall obtain a similar or more extensive warranty for the Wastewater System from the contractor constructing such.

6. Reimbursement of Costs. As additional uses for the Future Development of parcels of the Property and the Club Property are approved by the Town, the person or persons undertaking such use or uses (individually, a "Future Developer" and collectively, the "Future Developers") shall reimburse CHIP and the Club as provided below for their proportionate contribution (the "Original Cost Contribution") towards the construction costs of the Phase 1 Infrastructure, excluding the Wastewater System, based on a percentage equal to what the impact of the uses by such Future Developer or Developers will have on the Phase 1 Infrastructure is as compared to the total impact of all uses thereon, as the Future Developers and the Parties may agree, or absent agreement, as NorthStar Engineering or such other engineer as may be designated by the Parties shall determine. The proportionate share of CHIP

and the Club each in such original cost contribution (the "Reimbursement Share") shall be a fraction, the numerator of which shall be its total monetary contribution towards the total costs of construction of the Phase 1 Infrastructure, excluding the Wastewater System, and the denominator of which will be the total monetary contributions of both Parties for the Phase 1 Infrastructure, excluding the Wastewater System. By way of example only, and assuming total monetary contributions of the Parties as set forth below, the Reimbursement Share of each Party would be as follows:

Party	Monetary Contribution	Reimbursement Share
CHIP	\$400,000.00	.667
Club	\$200,000.00	.333
Total	\$600,000.00	1.000

CHIP shall be solely entitled to any and all connection fees and user charges assessed by it on a Future Developer or Future Developers for the right to use the Wastewater System.

7. **Construction.** The Corporation, the board of directors of which includes an appointee by each Party, will be solely responsible for planning, contracting for, and managing the construction of the Phase 1 Infrastructure excluding the Wastewater System including, without limitation, requesting proposals for such, entering contracts for the work to be performed, overseeing the construction of such and assuring that it proceeds in a good and professional manner and diligently from start to finish, and approving and accepting such Phase 1 Infrastructure. CHIP shall perform these tasks with respect to the Wastewater System, provided, however, that The Corporation, with respect to the Phase 1 Infrastructure excluding the Wastewater System, shall require the payment of prevailing wage rates pursuant to California Labor Code section 1771. CHIP, with respect to construction of the Wastewater System, shall require the payment of prevailing wage rates pursuant to the federal Davis-Bacon Act and/or California Labor Code section 1771. Each party shall defend and indemnify the other Parties of and from any and all claims, causes of action, actions, liability, damages, interest and penalties they or any of them may suffer by reason of or in any way connected with either or both of such Parties' neglect or failure to assure payment of required prevailing wage rates for the work performed.

Upon acceptance of any and all work, the Corporation and CHIP, as the case may be, shall timely pay the person or persons who have performed the work, withholding such sums as may be necessary to assure that such persons have paid all materialmen and subcontractors assisting in such work. The Corporation and CHIP, as the case may be, shall assure that the person or persons performing the Phase 1 Infrastructure construction shall have and keep in full force and effect during the course of the construction performance and payment bonds for the work being undertaken by them, commercial general liability, comprehensive casualty and property damage insurance, and workers compensation insurance, with such companies and in such amounts as the Corporation and CHIP, in their sole and absolute discretion, may determine, with the Parties hereto named as additional insureds on the commercial general liability and comprehensive casualty and property damage insurance. The Corporation and the Club each shall acquire owners insurance coverage providing commercial general liability and property damage insurance for the Property and the Club Property.

8. **Distribution of Proceeds from Sale of Remainder.** The Parties agree that on any voluntary sale by the Corporation of all or a part of the Remainder, the net proceeds realized therefrom, unless otherwise agreed by the Parties, shall be distributed in the following order of priority:

a. First, the net proceeds shall be used to pay proportionately the outstanding balances, if any, of the CHIP Loan, Town Loan and the Corporation Loan, which, given the pass-through nature of the Town Loan to the Corporation and then to CHIP, are treated as one loan for purposes hereof, the PRPD Loan, and the Club Loan;

b. Next, any remaining amount of the net proceeds shall be used to pay proportionately Youth For Change, the Town, PRPD, Paradise Charter Middle School, and Paradise Boys and Girls Club the outstanding amount of the original contribution of \$32,500.00 made by each of them to the Corporation, provided, however, that in the event any of such parties wishes instead to receive in consideration for its contribution a lot in the Remainder as may be agreed upon by it and the Corporation, it may elect to do so, in lieu of receiving such payment. In such event, as a condition to the grant by the Corporation of a lot to such party, the final map for subdivision of the Remainder shall have to be filed

and the party shall pay to the Corporation the Original Cost Contribution as discussed in Section 6. above;
and,

c. The balance, if any, shall be used or distributed in the manner determined by the board of directors of the Corporation.

9. **Indemnification.** For purposes of this Section 9., “Released Parties” shall refer to all the Parties hereto, other than the Party making the indemnity (the “Indemnitor”), and to their directors, officers, employees and agents, and “Claims” shall refer to any and all claims, demands, causes of action, actions, judgments, liability, damages, and costs and expenses, including attorney’s fees incurred by any of the Released Parties in enforcing the indemnity or in defending itself if the Indemnitor does not defend it, incurred or suffered by any or all of the Released Parties.

a. CHIP, as Indemnitor, shall defend, indemnify, and hold the Released Parties and each of them free and harmless of and from any and all Claims, howsoever caused, arising out of or in any way connected with its acts or omissions in undertaking to construct, constructing, owning, operating and/or maintaining the Project and the Wastewater System, except to the extent any Claim results from the negligence or misconduct of any of the Released Parties.

b. The Corporation, as Indemnitor, shall defend, indemnify, and hold the Released Parties and each of them free and harmless of and from any and all Claims, howsoever caused, arising out of or in any way connected with its acts or omissions in undertaking to construct, constructing, or owning the Phase 1 Infrastructure, excluding the Wastewater System, prior to its dedication to and acceptance by the Town, excluding any Claim arising out of or in any way connected with the wrongful acts or active negligence of any of the Released Parties in using the Phase 1 Infrastructure, excluding the Wastewater System, prior to its dedication to and acceptance by the Town.

10. **Miscellaneous.**

a. Notices. All notices, requests, demands and other communications under this Agreement must be in writing and will be considered to have been duly given on the date of service if served personally on the Party to whom notice is to be given or transmitted by e-mail or facsimile or on the fifth day after mailing, if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid and properly addressed as follows:

Paradise Youth Sports & Family Center
dba Paradise Community Village
P. O. Box 1272
Paradise, CA 95967-1272
Fax: (530) 876-1860
sgib@jps.net

Town of Paradise
5555 Skyway
Paradise, CA 95969
Fax: (530) 877-5059
crough@townofparadise.com

Paradise Recreation & Park District
6626 Skyway
Paradise, CA 95969
Fax: (530) 872-8619
E-mail: prpd@sbcglobal.net

Community Housing Improvement
Program (CHIP)
1001 Willow Street
Chico, CA 95928
Fax: (530) 891-8547
E-mail: dferrier@chiphousing.org

Paradise Ridge Youth Soccer Club
P.O. Box 744
Paradise, CA 95967
E-mail: president@paradisesoccer.org

Any Party may change its address for purposes of this paragraph by giving the other Parties written notice of the new address.

b. Binding Effect. This Agreement inures to the benefit of, and is binding on, the Parties and the respective heirs, personal representatives, successors and assigns.

c. Attorney's Fees. In the event that any Party to this Agreement brings an action or proceeding for a declaration of the rights of the Parties under this Agreement, for injunctive relief or for an alleged breach or default of this Agreement, or in any other action arising out of this Agreement or

the transactions contemplated by this Agreement, the predominantly prevailing Party in any such action shall be entitled to an award of reasonable attorneys' fees and any court costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

d. Entire Agreement; No Oral Modifications. This Agreement and the exhibits to this Agreement constitute the final and complete agreement between the Parties with respect to the transaction contemplated herein, and supersede all prior correspondence, memoranda and agreements (oral or written) between the parties relating to the subject matter hereof. Without in any way limiting the foregoing, this Agreement supersedes that Memorandum of Understanding entered by the Parties on or about March 29, 2011. This Agreement cannot be changed or modified other than by a written agreement executed by all parties.

e. Assignment. The Parties shall not assign this Agreement, or any rights or obligations under or relating to this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of all parties hereto, and any such purported assignment shall be void. Notwithstanding the preceding sentence, CHIP shall be entitled to assign its rights in this Agreement to a limited partnership (the "Partnership") in which CHIP or its affiliate is the managing general partner, and CHIP and/or the Partnership shall be entitled to assign this Agreement to any construction lender providing financing for the Project, each without the prior consent of the all parties hereto.

f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

g. Counterparts; Facsimile Signatures. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile signatures on this Agreement shall constitute originals signatures of the Parties.

h. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected

thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

i. Captions. The captions of this Agreement are inserted solely for convenience of reference only and do not define, describe or limit the scope or intent of this Agreement or any term hereof.

j. Construction. The parties hereto acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement (including the exhibits) or any amendments hereto, and the same shall be construed neither for nor against any Party, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

k. Governing Jurisdiction; Computation of Time. If the time for performance of any provision of this Agreement ends on a Saturday, Sunday or federal, state or legal holiday in California, then such date shall automatically be extended until 5:00 p.m. on the next day which is not a Saturday, Sunday or federal, state or legal holiday in California.

l. Recitals. The recitals set forth at the beginning of this Agreement are true and correct, and are incorporated herein by this reference.

m. Exhibits. All exhibits attached to this Agreement are incorporated into this Agreement by this reference and made a part of this Agreement as if fully set forth herein. The following constitute the exhibits to this Agreement:

- Exhibit A Property Description
- Exhibit B Club Property Description

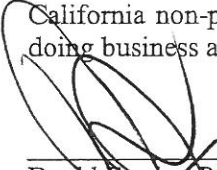
n. Authority. Each Party, by the signature of its representative or representation below, represents and warrants to every other Party that the persons signing for it have been duly authorized to execute this Agreement on its behalf and that its governing body has duly approved and accepted this Agreement.

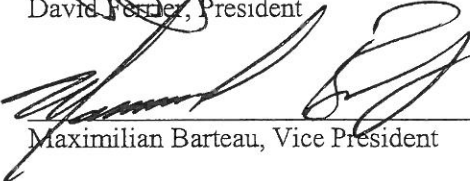
Executed on the date last set forth below opposite the parties' signatures at Paradise, California.

CORPORATION:

Date: August 11, 2011

Paradise Youth Sports & Family Center, a
California non-profit, public benefit corporation
doing business as Paradise Community Village


By: 
David Fernier, President

By: 
Maximilian Barteau, Vice President

PARTIES:


Date: August 10, 2011

Town of Paradise

By: 
Chuck Rough, Town Manager

Date: August 22, 2011

Paradise Recreation & Park District, a
California recreation and park district

By: 
Mike Trinca, General Manager

Date: August 22, 2011

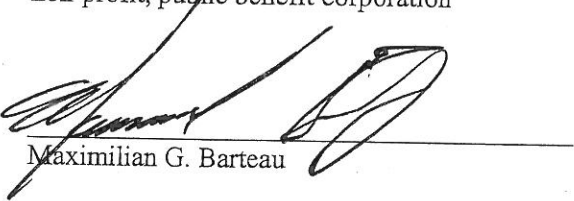
Community Housing Improvement Program,
Inc. a California non-profit, public benefit
corporation

By: 
David Fernier, Executive Director

Date: August 18, 2011

Paradise Ridge Youth Soccer Club, a California
non-profit, public benefit corporation

By:



Maximilian G. Barteau

PHASE 1 DEVELOPMENT AGREEMENT

EXHIBIT "A"
Property Description

LEGAL DESCRIPTION

Real property in the Town of Paradise, County of Butte, State of California, described as follows:

PARCEL I:

BEGINNING AT THE CENTER OF SECTION 23, TOWNSHIP 22 NORTH, RANGE 3 EAST, M.D.B. & M., AND RUNNING SOUTH ALONG THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 23, A DISTANCE OF 666.73 FEET TO THE SOUTHEAST CORNER OF THE PARCEL OF LAND CONVEYED BY DEED FROM EVA MACK TO JOHN HAY; THENCE WEST ALONG THE SOUTH LINE OF SAID PARCEL, 970.70 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, CONTINUING WEST ALONG SAID SOUTH LINE 1026.55 FEET TO THE SOUTHEAST CORNER OF A 20 FOOT LANE; THENCE SOUTH AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF SECTION 23, A DISTANCE OF 509.92 FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF THE ABOVE MENTIONED MACK PROPERTY, 1023.68 FEET; THENCE NORTHERLY 509.92 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT THE CENTER OF SECTION 23, TOWNSHIP 22 NORTH, RANGE 3 EAST, M.D.B. & M., AND RUNNING SOUTH ALONG THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 23, A DISTANCE OF 666.73 FEET TO THE SOUTHEAST CORNER OF THE PARCEL OF LAND CONVEYED BY DEED FROM EVA MACK TO JOHN HAY; THENCE WEST ALONG THE SOUTH LINE OF SAID PARCEL 1997.25 FEET TO THE SOUTHEAST CORNER OF A 20 FOOT LANE; THENCE SOUTH AND PARALLEL TO THE NORTH AND SOUTH CENTERLINE OF SECTION 23, A DISTANCE OF 140.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH PARALLEL TO THE NORTH AND SOUTH CENTERLINE OF SECTION 23, A DISTANCE OF 140.00 FEET TO THE SOUTHEAST CORNER OF A 20 FOOT LANE; THENCE EAST ALONG THE SOUTH LINE OF THE AFOREMENTIONED HAY PARCEL, 586.01 FEET TO THE SOUTHWEST CORNER OF PARCEL "A", AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PALOMA TERRACE", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JUNE 29, 1964, IN BOOK 32 OF MAPS, AT PAGE(S) 5 AND 6; THENCE SOUTH 00 DEG. 17' 20" EAST, 140.00 FEET; THENCE WEST 586.01 FEET TO THE POINT OF BEGINNING.

PARCEL II:

PARCEL "A", AS SHOWN ON THAT CERTAIN MAP ENTITLED, "PALOMA TERRACE", WHICH MAP WAS RECORDED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON JUNE 29, 1964, IN BOOK 32 OF MAPS, AT PAGE(S) 5 AND 6.

PARCEL III:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 22 NORTH, RANGE 3 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 23, RUNNING THENCE NORTH 89 DEG. 33' 40" EAST ALONG THE NORTH LINE OF THE SAID SOUTH HALF, A DISTANCE OF 660.4 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND HERETOFORE CONVEYED TO HAGEDORN, ET UX, AND THERSTAPPEN, ET UX, RECORDED IN BOOK 440, PAGE 91, OFFICIAL RECORDS; THENCE SOUTH 00 DEG. 33' 20" WEST ALONG THE WEST LINE OF SAID TRACT, A

DISTANCE OF 509.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89 DEG. 43' 30" EAST ALONG THE SOUTH LINE OF SAID TRACT TO THE WEST LINE OF THAT CERTAIN TRACT HERETOFORE DEEDED TO LEONARD F. HOWE, ET UX, RECORDED IN BOOK 363, PAGE 481, OFFICIAL RECORDS, BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY; THENCE LEAVING SAID TRUE POINT OF BEGINNING AND RUNNING ALONG SAID HOWE LINE AND THE EXTENSION THEREOF, SOUTH 00 DEG. 25' 30" WEST, A DISTANCE OF 220.00 FEET TO A POINT; THENCE NORTH 89 DEG. 43' 30" WEST, A DISTANCE OF 1035.31 FEET TO A POINT WHICH LIES SOUTH 0 DEG. 33' 20" WEST, A DISTANCE OF 220.00 FEET FROM THE SOUTHWEST CORNER OF THE HAGEDORN, ET UX, AND THERSTAPPEN, ET UX, PARCEL AFOREMENTIONED; THENCE NORTH 0 DEG. 33' 20" WEST, A DISTANCE OF 220.00 FEET TO SAID SOUTHWEST CORNER; THENCE SOUTH 89 DEG. 43' 30" EAST, A DISTANCE OF 1035.81 FEET ALONG THE SOUTH LINE OF SAID HAGEDORN, ET UX, AND THERSTAPPEN, ET UX, PARCEL AFOREMENTIONED TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 22 NORTH, RANGE 3 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 23, RUNNING THENCE NORTH 89 DEG. 33' 40" EAST ALONG THE NORTH LINE OF THE SAID SOUTH HALF, A DISTANCE OF 660.4 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND HERETOFORE CONVEYED TO HAGEDORN, ET UX, AND THERSTAPPEN, ET UX, RECORDED IN BOOK 440, PAGE 91, OFFICIAL RECORDS; THENCE SOUTH 00 DEG. 33' 20" WEST ALONG THE WEST LINE OF THE SAID TRACT, A DISTANCE OF 509.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89 DEG. 43' 30" EAST ALONG THE SOUTH LINE OF SAID TRACT TO THE WEST LINE OF THAT CERTAIN TRACT HERETOFORE DEEDED TO LEONARD F. HOWE, ET UX, RECORDED IN BOOK 363, PAGE 481, OFFICIAL RECORDS, BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY; THENCE LEAVING SAID TRUE POINT OF BEGINNING AND RUNNING ALONG SAID HOWE LINE AND THE EXTENSION THEREOF, SOUTH 00 DEG. 25' 30" WEST, A DISTANCE OF 148.1 FEET; THENCE NORTH 89 DEG. 43' 00" WEST, A DISTANCE OF 200.0 FEET TO A POINT; THENCE NORTH 00 DEG. 25' 30" EAST, A DISTANCE OF 148.1 FEET TO A POINT ON THE SOUTH LINE OF SAID HAGEDORN, ET UX, AND THERSTAPPEN, ET UX, PARCEL AFOREMENTIONED; THENCE SOUTH 89 DEG. 43' 30" EAST, A DISTANCE OF 200.00 FEET ALONG SAID LINE TO THE TRUE POINT OF BEGINNING.

PARCEL IV:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 22 NORTH, RANGE 3 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 23, RUNNING THENCE NORTH 89 DEG. 33' 40" EAST ALONG THE NORTH LINE OF THE SAID SOUTH HALF, A DISTANCE OF 660.4 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND HERETOFORE CONVEYED TO HAGEDORN, ET UX, AND THERSTAPPEN, ET UX, RECORDED IN BOOK 440, PAGE 91, OFFICIAL RECORDS; THENCE SOUTH 00 DEG. 33' 20" WEST ALONG THE WEST LINE OF THE SAID TRACT, A DISTANCE OF 509.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89 DEG. 43' 30" EAST ALONG THE SOUTH LINE OF SAID TRACT TO THE WEST LINE OF THAT CERTAIN TRACT HERETOFORE DEEDED TO LEONARD F. HOWE, ET UX, RECORDED IN BOOK 363, PAGE 481, OFFICIAL RECORDS, BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY; THENCE LEAVING SAID TRUE POINT OF BEGINNING AND RUNNING ALONG SAID HOWE LINE AND THE EXTENSION THEREOF, SOUTH 00 DEG. 25' 30" WEST, A

) DISTANCE OF 148.1 FEET; THENCE NORTH 89 DEG. 43' 00" WEST, A DISTANCE OF 200.0 FEET TO A POINT; THENCE NORTH 00 DEG. 25' 30" EAST, A DISTANCE OF 148.1 FEET TO A POINT ON THE SOUTH LINE OF SAID HAGEDORN, ET UX, AND THERSTAPPEN, ET UX, PARCEL AFOREMENTIONED; THENCE SOUTH 89 DEG. 43' 30" EAST, A DISTANCE OF 200.00 FEET ALONG SAID LINE TO THE TRUE POINT OF BEGINNING.

) APN: 054-090-048 (PARCEL I) and 054-100-023 (PARCEL II) and 054-110-031 (PARCELS III AND IV)

PHASE 1 DEVELOPMENT AGREEMENT

EXHIBIT "B"
Club Property Description

Escrow No.: 09-309844-WB
Locate No.: CAFNT0958-0958-0003-0000309844
Title No.: 09-309844-KR

The land referred to herein below is situated in the Town of Paradise, County of Butte, State of California and is described as follows:

PARCEL I:

A portion of the Southwest quarter of Section 23, Township 22 North, Range 3 East, M.D.B. & M., and more particularly described as follows:

Beginning at the center of Section 23, Township 22 North, Range 3 East, M.D.B. & M., and running South 00 deg. 11' 27" West along the centerline of said Section 23, 670.91 feet to the Northeast corner of the Parcel of land conveyed by Deed to Leonard F. Howe, et ux., recorded August 7, 1945, in Book 363, Page 481, Official Records of Butte County and the true point of beginning of the following described Parcel of land; thence South 89 deg. 40' 20" West along the Northerly line of the said Howe parcel 960.00 feet to the Westerly line of said Howe Parcel; thence South 00 deg. 17' 20" East along the Westerly line of said Howe parcel 275.10 feet to a point on line perpendicular with the centerline of Clark Road; thence North 89 deg. 21' 03" East along said perpendicular line to the centerline of Clark Road, 957.76 feet to a point on the North-South centerline of said Section 23; thence North 00 deg. 11' 27" East along the North-South centerline of said Section 269.74 feet to the true point of beginning.

Excepting therefrom that portion deeded to the State of California, by Deed Recorded June 6, 1992, under Butte County Recorder's Serial No. 92-26085.

Also excepting therefrom a portion of the Southwest quarter of Section 23, Township 22 North, Range 3 East, M.D.B. & M., and more particularly described as follows:

Beginning at the Northwest corner of that certain parcel "A" as described in Deed to E. M. West, recorded on April 14, 1992, under Butte County Recorder's Serial No. 92-15908; thence North 89 deg. 40' 38" East along the Northerly boundary of said E. M. West parcel "A", 717.56 feet to the true point of beginning of the herein described Parcel of land; thence continuing along the Northerly boundary of said E. M. West parcel "A", North 89 deg. 40' 38" east, 206.95 feet to a point in the Westerly right of way of Clark Road; thence South 0 deg. 39' 09" East, along said Westerly right of way of Clark Road, 209.91 feet, to a point being in the Northerly right of way line of that certain road and public utility easement as described in Exhibit "C" of said Deed to E. M. West; thence along said Northerly right of way line, South 89 deg. 21' 21" West, 206.95 feet; thence North 0 deg. 39' 09" West, 211.07 feet to the point of beginning.

PARCEL II:

A portion of the Southwest quarter of Section 23, Township 22 North, Range 3 East, M.D.B. & M., and more particularly described as follows:

Beginning at the center of Section 23, Township 22 North, Range 3 East, M.D.B. & M., and running South 00 deg. 11' 27" West along the centerline of said Section 23, 670.91 feet to the Northeast corner of the Parcel of land conveyed by Deed to Leonard F. Howe, et ux., recorded August 7, 1945, in Book 363, Page 481, Official Records; thence South 89 deg. 40' 20" West along the Northerly line of said Howe Parcel, 960.00 feet to the Westerly line of said Howe parcel; thence South 00 deg. 17' 20" East along the Westerly line of said Howe parcel, 275.10 feet to the true point of beginning of the following described Parcel of land; thence South 00 deg. 17' 20" East, continuing along the Westerly line of the said Howe Parcel, 376.21 feet to the Parcel of land described in Deed to Carl E. Oxelson, et ux., recorded October 29, 1956, in Book 852, Page 510, Official Records; thence North 89 deg. 32' 27" East along said Oxelson Parcel, 416.24 feet, more or less, to Parcel 4 of that certain

Parcel map for Ewald Hilmer, recorded April 13, 1978, in Book 65 of Maps, at Page(s) 75 and 76, Butte County records; thence North 00 deg. 38' 48" West along said Oxelson Parcel, 8.51 feet; thence North 88 deg. 24' 12" East along said Oxelson Parcel, 70.00 feet; thence North 00 deg. 38' 48" West, 15.29 feet, more or less, to a point on the Southerly line of said Howe parcel; thence North 89 deg. 40' 20" East along the Southerly line of Parcel, 67.32 feet to a point on a line that is parallel with the centerline of Clark Road; thence North 00 deg. 38' 57" West along said line parallel with Clark road, 353.00 feet to a point on a line perpendicular to the Centerline of Clark road; thence South 89 deg. 21' 03" West along said line perpendicular to Clark road, 551.18 feet to a point on the Westerly line of said Howe Parcel and the true point of beginning.

APN: 054-090-071-000



**Town of Paradise
Council Agenda Summary
Date: December 6, 2011**

Agenda Item: 7a

Originated by: Joanna Gutierrez, Town Clerk

Reviewed by: Charles L. Rough, Jr., Town Manager

Subject: **Council representation on local and County Committees and Commissions.**

Council Action Requested: Appoint Council representatives and alternates to represent the Town of Paradise on various committees and commissions.

Alternatives: Consider other actions relating to committee/commission representation.

Background: The Town Council, on an annual basis, appoints Council Members to represent the Town of Paradise on local committees and commissions.

Discussion: Two committees require Mayor representation: the Butte County City Selection Committee and the Butte County Emergency Services Council. If the Mayor is unable to attend a City Selection Committee meeting, a letter of authorization from the Mayor is required for an alternate to attend on the Mayor's behalf. The alternate must be a seated Council Member.

The Joint Powers Agreement for the Butte County Air Quality Management District (BCAQMD) states that city appointments are for a 4-year appointment unless the term of office for the representative expires. It is recommended that this representative be the same as the BCAG representative as the committees meet on the same date in the same location. At the November 10, 2009, Regular Meeting, Council concurred that the Council Member appointed to serve as alternate to the Butte County Association of Governments (BCAG) would automatically serve as the alternate to the Butte County Air Quality Management District (BCAQMD).

Note: The Civic Center Planning Task Force and the Tourism Round Table have been eliminated from the list as they no longer exist.

Following is a list and brief description of the committees and commissions, meetings dates and times, and locations.

Butte County Committees/Commissions

1. Butte County Air Quality Management District Governing Board
Meets 4th Thursday after Butte County Association of Governments meeting –
Comprised of five Butte County Supervisors plus **one elected representative**
from each of the County's five cities; Establishes policies & approves new rules
to protect people & environment from effect of air pollution.

2. Butte County Association of Governments - Meets 4th Thursday of each month at 9:00 a.m. in the Chico City Council Chambers – Comprised of five Butte County Supervisors plus **one elected representative** from each of the County's five cities; Is responsible for development of federal and state transportation plans and programs that secure transportation funding for the region's highways, transit, streets and roads, pedestrian and other transportation system improvements.
3. Butte County City Selection Committee – Meets twice a year upon notification; **Mayor must be representative.** Comprised of the Mayors from the five incorporated cities and selects two city representatives to serve on the Local Area Formation Commission (LAFCo).
4. Butte County Emergency Services Council - Meets at least once a year in Oroville; **Mayor must be representative.** Purpose is to provide for the preparation and execution of plans for the protection of persons, the environment, and property within the County of Butte in the event of an emergency.
5. Butte County General Plan Planning Process – **Two representatives;** Formed to monitor Butte County 2010 General Plan Planning Process. Butte County General Plan 2030 was adopted October 26, 2010 and which became effective November 30, 2010. The Butte County Department of Development Services maintains an information website relating to the Butte County General Plan 2030 process at www.buttegeneralplan.net.
6. *Butte County Local Area Formation Commission (LAFCO) – 1st Thursday at 9:00 am in Oroville; Appointments to LAFCo made by City Selection Committee. LAFCo is a State mandated local agency composed of seven regular Commissioners: two members from the Butte County Board of Supervisors (selected by the entire Board); two members from the city councils (selected by the mayors of all five incorporated cities); two members who represent special districts (selected by a majority vote of independent special districts); and one public member (selected by the other six LAFCo members); Oversees boundary changes to cities and special districts, the formation of new agencies including incorporation of new cities, and consolidation of existing agencies.

*LAFCo appointments are made by the Butte County City Selection Committee, comprised of Mayors from the five incorporated cities. See item #3 above.
7. Butte County Integrated Waste Management Local Task Force – **One representative and one alternate;** meets as needed in Oroville; Is a mandated committee formed by the Board of Supervisors; develops goals, policies & procedures which are consistent with guidelines & regulations adopted by the CA Integrated Waste Management Act relating to coordinated & cost effective regional waste management issues/solutions.
8. Butte County Water Advisory Committee – **One representative;** Meets quarterly or as needed in Oroville; Assists & advises the Water Commission & Board of

Supervisors in establishment & maintenance of Basin Management Objectives to be used to establish criteria for groundwater elevations, groundwater quality & land subsidence.

9. City/County Ad Hoc Committee – Meets upon notification. **Two Council representatives;** Formed to discuss issues/topics of common concern associated with the Paradise Ridge Area: comprised of two members of the Town Council; two members of the Board of Supervisors and various staff.
10. Lake Oroville Supplemental Benefits Fund (JPA Terminated) – Meets 1st Wednesday of every quarter at 5:30 pm in the City of Oroville Council Chambers. **One representative; one citizen alternate;** The City of Oroville is designated as the Fund Administrator for funds received from DWR & State Water contractors for the purpose of recreational and economic development to mitigate the Federal Energy Regulatory Commission (FERC) 2100 license for the Oroville facility (the dam, hydro plant, Forebay, and After bay). The committee is composed of five voting members (three Oroville Council Members, two Feather River Recreation & Park District Members) and three advisory members of publicly elected officials. The Town of Paradise is an interested party and the representative receives agendas and staff reports from the SBF/RDA Coordinator Bob Marciniak. The January 2011 meeting will take place on January 12th.
11. 3CORE (formerly known as the Tri County Economic Development Corporation) Meets as needed in Chico, mid-day, at the 3Core office at 3120 Cohasset, three to four times a year. A private, non-profit corporation that works as the economic development planning & coordinating agency for the Tri-County region composed of Butte, Glenn & Tehama counties & the nine member cities located therein. **One Council representative** serves on the Comprehensive Economic Development Strategy (CEDS) Advisory Board that advises and recommends actions to the Board of Directors.

Local Committees

1. *Paradise Citizens Redevelopment Advisory Committee –Meets as needed in the Town Council Chambers – **Two Council representatives;** Is a citizens advisory committee appointed to make recommendations to the Redevelopment Agency regarding implementation of the Paradise Redevelopment Plan and Five Year Implementation Plan. ***If the Supreme Court upholds the State’s intention to eliminate redevelopment, this committee will no longer be necessary.**

~~Paradise Community Civic Center Planning Task Force – No longer exists.~~

2. Paradise Community Village – (formerly known as the Paradise Youth Sports and Family Center) Meets the 2nd Monday of each month at 4pm in the Paradise Town Council Chambers; **One Council representative;** Is a local non-profit corporation formed to oversee the development of the Paradise Community Village project, a mixed use development consisting of affordable and single

family housing, parks/recreation, open space & community facilities. Board is comprised of the following members: Town of Paradise (one Council and one staff representative); Paradise Unified School District; Boys & Girls Club; Paradise Middle Charter School; Paradise Recreation & Park District; Youth for Change; Paradise Youth Soccer Club.

3. Paradise Irrigation District (PID) Liaison – Meets in Paradise upon notification to discuss issues of common concern. **Two Council representatives.** PID is an Independent Special District governed by a five-member elected board of directors; voters; Formed in 1916 under the laws of the State Water Code to deliver water to municipal residential and commercial customers.
 4. Paradise Recreation & Park District (PRPD) Liaison – Meets in Paradise upon notification to discuss issues of common concern. **Two Council Representatives.** PRPD is an Independent Special District governed by a five-member elected board of directors; Formed in 1948 to provide recreation and park services within the district.
 5. Paradise Solid Waste Committee – Meets in Paradise upon notification; **Two Council representatives;** Discusses solid waste, recyclable materials, and yard waste programs with staff and representative from NRWS, the company franchised by the Town to provide of solid waste collection and disposal services which includes recycling, source reduction, household hazardous waste and vegetative waste disposal services; two council representatives, Town staff.
- ~~Paradise Tourism Round Table~~— No longer exists. (Formed to discuss business development and tourism issues with the Chamber of Commerce).
6. Project Vision/Youth Council - Meets the 2nd Monday at PUSD District Office 5:30 – 6:30 p.m. **One Council representative.** An “asset based”, non-profit organization formed to support young people and youth programs on the Ridge.

Attached is a list the current 2011 representation, along with a blank chart for the 2012 assignments.

Conclusion: It is timely that Council consider appointments to local and County Committees/ and Commissions.

Fiscal Impact Analysis: None.

December 14, 2010 Minutes Attachment
Amended Exhibit "A"

2011 REPRESENTATION ON AGENCY COMMITTEES/COMMISSIONS

BUTTE COUNTY
COMMITTEES/COMMISSIONS

BUTTE COUNTY		White	Culleton	Lotter	DiDuca	Titus
1	Air Quality Management District	R				A
2	Association of Governments	R				A
3	City Selection Committee (Mayor)	R				
4	Emergency Services Council (Mayor)	R	A			
5	Waste Mgt Local Task Force		A	R		
6	Water Advisory Committee (4-year term)				R to 12/2012	
7	City/County Ad Hoc Committee			R		R
8	Lake Oroville Supplemental Benefits Funds *Alternate: Citizen Sam Dresser			R		
9	3CORE (formerly Tri-County Economic Development Corp)					R

LOCAL COMMITTEES/COMMISSIONS

PARADISE		White	Culleton	Lotter	DiDuca	Titus
1	Citizens RDA Advisory Committee		R			R
2	Civic Center Planning Task Force		R	R		
3	Paradise Community Village	R				
4	Paradise Irrigation District Liaison				R	R
5	Paradise Rec. & Park District Liaison	R			R	
6	Solid Waste Committee (formerly Rate Review)		R	R		
7	Tourism Round Table (Paradise Chamber)				R	R
8	Youth Council (Project Vision)		R			
9	Onsite Ad Hoc Committee			R	R	
10	Investment Committee (Mayor & Council Member)	R			R	

2012 REPRESENTATION

BUTTE COUNTY
COMMITTEES/COMMISSIONS

BUTTE COUNTY		Culleton	DiDuca	Lotter	Titus	White
1	Air Quality Management District					
2	Association of Governments					
3	City Selection Committee (Mayor)					
4	Emergency Services Council (Mayor)					
5	General Plan Planning Process					
6	Local Area Formation Commission (LAFCo)			R to 5/2015		
7	Waste Mgt Local Task Force					
8	Water Advisory Committee (4-year term)		R to 12/2012			
9	City/County Ad Hoc Committee					
10	Lake Oroville Supplemental Benefits Funds					
11	3CORE (formerly Tri County Economic Dev Corp)					

LOCAL COMMITTEES/COMMISSIONS

PARADISE		Culleton	DiDuca	Lotter	Titus	White
1	Citizens RDA Advisory Committee					
	Civic Center Planning Task Force					
2	Paradise Community Village					
3	Paradise Irrigation District Liaison					
4	Paradise Rec. & Park District Liaison					
5	Solid Waste Committee (formerly Rate Review)					
	Tourism Round Table (Paradise Chamber)					
6	Youth Council (Project Vision)					



**Town of Paradise
Council Agenda Summary
Date: December 6, 2011**

Agenda Item: 7b

Originated by: Charles Rough, Town Manager

Reviewed by: Dwight L. Moore, Town Attorney

Subject: RECOMMENDED APPROVAL OF POLICE CHIEF'S PROPOSED 960-HOURS, HOURLY ONLY, PART-TIME POLICE CHIEF EMPLOYMENT AGREEMENT, EFFECTIVE DECEMBER 17, 2011 THROUGH APRIL 30, 2012

Council Action Requested:

1. Approve Police Chief's 960-hours maximum, hourly- only, part-time Police Chief employment agreement effective December 17, 2011 through April 30, 2012.

Alternatives:

2. Decline to approve the Police Chief's 960-hours maximum, hourly-only, part-time Police Chief employment agreement as proposed.

Background:

As the Town Council is aware, Police Chief Chris Buzzard is retiring after serving nearly 32 years with the Town of Paradise Police Department, and most recently, for the last two years as our police chief. The Town Council is further aware that Chief Buzzard was one of the original police officers hired when the Town started its own police department. His effective date of retirement will be December 17, 2011.

During Chief Buzzard's leadership of the police department, a great many positive steps forward for the department, and our community, have been accomplished despite this same period being characterized by continuing budget and staffing challenges.

The more notable achievements include bringing about a greater unity of purpose within the department, improving the overall accountability, productivity and quality of training in the department, and moving the department ahead of other police agencies in the application and use of technology to increase the efficiency and effectiveness of our limited police staffing resources and operations.

Discussion:

Upon his retirement, Chief Buzzard has agreed to come back for a temporary period of time to continue to provide the continuity and stability of leadership that is so important for our small police agency during a recruitment for a new police chief, and the critical transition period from one police chief to another.

More specifically, this proposed part-time employment agreement would run to April 30, 2012, but contains a month-to-month extension provision beyond April 30 to June 30, 2012 to account for any unforeseen developments with respect to the recruitment, selection, and starting date of a new police chief that may not be entirely concluded by April 30. While the overall employment agreement with Chief Buzzard starting on December 17, 2011 **cannot** exceed 960-hours, the more likely scenario will be that he won't work for more than 850 hours under this proposed agreement.

Under this proposed "part-time" employment agreement, he'd be compensated on an hourly basis only, or \$ 48 per hour, and receive no benefits. His current hourly rate is \$ 51.04. During this same period, he will continue to have the use of the police chief's assigned vehicle.

In order to reduce the financial burden on this year's general fund budget, Chief Buzzard has agreed to defer until next fiscal year his payout of accrued vacation, administrative leave, and comp time, which amounts to \$ 46,057.

However, both the finance director and I believe that it would be more financially prudent for the Town to pay a little more than half or \$ 24,559.46 of his accruals out this year and the remaining amount of \$ 21,497.54 out next fiscal year. The current fiscal year general fund savings realized to the Town by his going to an hourly-only employment contract nullifies any adverse impact to the general fund if we pay out the amount noted above this year. This same approach would also lessen the financial impact on next year's general fund budget.

Fiscal Impact Analysis:

Our financial analysis has taken the very conservative approach of factoring in the police chief and two lieutenant positions being fully staffed during this entire transition, including the current chief under this proposed part-time employment agreement, and a new full-time police chief starting before the end of the fiscal year. Other circumstances may develop that modify this scenario and result in further cost savings, but we felt it important to present the Council with as conservative an estimate as possible based on information presently available to us.

Fiscal Year 2011/12:

Total budgeted salary and benefits for the full fiscal year - \$ 185,132.69
Less salary and benefits paid for July 1 – December 17, 2011 - \$ 88,369.01
Less Police Chief's 850-hours (@ \$ 48/hr) worked under this part-time employment agreement - \$ 41,391.60
Less accrual pay-out for this fiscal year - \$ 21,497.54
Less retiree medical payout (January 1 to June 30, 2012) - \$ 8,756.58
Less new police chief estimated replacement cost (from May 1, 2012) - \$ 23,834.24

Net FY 2011/12 Savings to the General Fund - \$ 1,283.72

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 17th day of December 2011, by and between the TOWN OF PARADISE, a municipal corporation of the State of California, hereafter referred to as **TOWN** and Christopher M. Buzzard, hereafter referred to as **EMPLOYEE**, both of whom understand the following:

WITNESSETH:

WHEREAS, the **TOWN** desires to employ the services of **EMPLOYEE** as part-time contractual Police Chief of the Town of Paradise from December 17, 2011 until April 30, 2012 unless extended to June 30, 2012.

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

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

1. Secure and retain the services of **EMPLOYEE**; and
2. Establish a basis for good working relationships, to avoid possible misunderstandings in recognition of the unique nature of his position; and
3. Provide a just means for terminating **EMPLOYEE'S** services; and

WHEREAS, **EMPLOYEE**, desires to accept such part-time employment.

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

SECTION 1: DUTIES AND RESPONSIBILITIES

A. From December 17, 2011 to April 30, 2012, the duties, responsibilities and authority of the **EMPLOYEE** shall be those specified in the Police Chief job description attached as Exhibit "A" and such other legally permissible and proper duties and function as the Town Council shall assign. This Agreement may be extended until June 30, 2012 with the mutual written consent of **TOWN** and **EMPLOYEE**.

B. Unless extended under Section 2, from December 17, 2011 to April 30, 2012, EMPLOYEE shall work no more than 960 hours with the approximate schedule of 40 hours per week unless EMPLOYEE and the Town Council agree otherwise, and which could be flexible depending on the week; provided such schedule may be revised if there is a TOWN authorized EOC activation. In the event that a scheduled pre-approved leave or an unscheduled illness or emergency interferes with such scheduled work, EMPLOYEE will make up the hours during weeks prior or subsequent to the leave or illness.

C. **EMPLOYEE** agrees to provide reasonable services based on the above schedule.

D. **EMPLOYEE** hereby agrees that to the best of his ability and experience, he will at all times conscientiously perform the duties and obligations required by the terms of this Agreement.

SECTION 2: TERM OF AGREEMENT

TOWN hereby employs **EMPLOYEE** and **EMPLOYEE** hereby accepts part-time employment with the **TOWN** beginning December 17, 2011, the effective date of this Agreement, and ending April 30, 2012; provided, however, **TOWN** and **EMPLOYEE** may mutually extend this Agreement in writing for thirty (30) day time periods until June 30, 2012.

SECTION 3: TERMINATION BY TOWN

A. **TOWN** may terminate this Agreement only for cause if **EMPLOYEE** (1) Willfully breaches or habitually neglects the duties which he is required to perform under the terms of this Agreement; or (2) Is convicted by court or by jury trial, for acts of dishonesty, fraud, misrepresentation, or other acts of moral turpitude, that would prevent the effective performance of his duties.

B. If **TOWN** elects to terminate this Agreement for cause, **EMPLOYEE** shall not receive any severance pay, and the **TOWN** shall specify the grounds in writing for the termination supported by a documented statement of all relevant facts.

C. **TOWN** may terminate this Agreement without cause. If **TOWN** elects to terminate this Agreement without cause, **TOWN** shall have the right to separate **EMPLOYEE** immediately from TOWN service with notice to **EMPLOYEE** and **TOWN** shall pay to the **EMPLOYEE** the remainder of the term of the Agreement as stated in Section 2 of the Agreement in one lump sum.

SECTION 4: TERMINATION BY EMPLOYEE

EMPLOYEE may terminate his obligations under this Agreement by giving **TOWN** at least sixty (60) days written notice in advance.

SECTION 5: SALARY, COMPENSATION AND OTHER BENEFITS

A. **SALARY:** From December 17, 2011 to April 30, 2012 and any extension period, **TOWN** agrees to pay **EMPLOYEE** for his services rendered pursuant to this Agreement the amount of \$48.00 per hour payable in installments at the same time that the other management employees of **TOWN** are paid with no benefits other than those required by his status as a retired PERS Town **EMPLOYEE**; provided, however, **EMPLOYEE** shall have the use of a Town Police Vehicle and a Town-issued Cell Phone at no cost to him.

B. **TOWN** agrees to enroll **EMPLOYEE** into applicable state or local retirement system and execute all necessary documents and agreements related to the applicable plan (ICMA 457-Deferred Compensation)

C. **INDEMNIFICATION:** **TOWN** agrees to indemnify and defend **EMPLOYEE** in accordance with the provisions of California Government Code Sections 825, et seq. 995, et seq. and related statutes.

D. **BONDING:** **TOWN** shall bear the full cost of any fidelity or other bonds required of the **EMPLOYEE** under any law or ordinance.

SECTION 6: GENERAL TERMS AND CONDITIONS

A. The text herein shall constitute the entire Agreement between the parties and supersedes all prior agreements whether written or oral.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executor of **EMPLOYEE**.

C. In the event either party to this Agreement institutes legal action to enforce any of its provisions, the prevailing party in such action shall be entitled to reasonable attorney's fees.

D. If any provision contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect.

E. Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) **TOWN:** Town of Paradise c/o Town Clerk
5555 Skyway, Paradise, California 95969
- (2) **EMPLOYEE:** Christopher M. Buzzard
[REDACTED]

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United State Postal Service.

IN WITNESS WHEREOF, the Town of Paradise has caused this Agreement to be signed and executed on its behalf by its Mayor, approved as to form by the Town Attorney, and signed by **EMPLOYEE**, this _____ day of December, 2011.

Christopher M. Buzzard, Employee

Alan White, Mayor

APPROVED AS TO FORM:

Dwight L. Moore, Town Attorney

ATTEST:

Joanna Gutierrez, Town Clerk



**Town of Paradise
Council Agenda Summary
Date: December 6, 2011**

Agenda Item: 7c

Reviewed by: Charles Rough, Town Manager

Subject: Requested Authorization to Proceed with the Open and Promotional Recruitment for Police Chief

Council Action Requested:

1. Approve the Town Manager's request to proceed with the open and promotional recruitment for police chief.

Alternatives:

2. Decline to approve the Town Manager's request at this time.

Background:

Police Chief Chris Buzzard's pending retirement, which is effective December 17, 2011, necessitates that the Town begin immediately the open and promotional recruitment and selection of a new police chief.

The selection and hiring of a police chief is one of the most important personnel decisions that a city council and manager makes on behalf of their community.

With respect to our own Town government organization, the police department is the largest department in terms of personnel, range and scope of operations, and budget. As the Town's law enforcement agency, its primary mission is to provide an effective deterrent to crime, and to keep our community reasonably safe with limited resources, which is no small undertaking in these tough financial times. Furthermore, it is also the single department in our organization where the decision-making, conduct, and performance of its personnel, at all levels, carries with it the greatest potential for liability risk and exposure for the Town.

Therefore, the importance of the selection process and actual hiring of a police chief cannot be overstated. With this process, our sole objective must be to hire the best qualified individual for the job.

This must be someone who is a strong, ethical, creative, visionary, and motivational leader, who is sensitive to and involved with the community they serve; who is an effective advocate for their department and personnel, yet, at the same time is a team player when it comes to helping accomplish the Town's overall best interests; who possesses excellent communication and interpersonal skills; who has a proven track

record of effectively and efficiently managing a police agency in tough financial times with limited staffing; who has a demonstrated record with improving accountability, performance, and productivity among its sworn police personnel; who has played an integral part in enhancing a police agency's accessibility and transparency to the public; who maintains a highly disciplined police operation at all times; and who understands and believes in their police agency being subject to civilian oversight and control.

Discussion:

Therefore, because of the importance of this position, the process that is employed with the selection of a new police chief must be extensive and thorough in order to ensure that the most qualified individual is ultimately appointed.

As a result, the advertising and recruitment part of the process will be specifically targeted to those professional organizations, print publications, and online job boards that reach the greatest number of prospective applicants for a police chief position.

Besides our entire Town Council being involved at every stage of the process, the process will include the Town Manager, key members of his management team, our current police chief, a former police chief, community members, other police chiefs in Butte County, and several representatives of the Paradise Police Officer's Association.

The actual process of testing, assessment, and ranking those candidates deemed the most qualified will probably take place over several days, and will involve two separate interview panels – a professional interview panel and a community interview panel.

Separate from the two interview panels will be an assessment center process that puts each of the candidates through a number of hypothetical law enforcement-related situations or scenarios that test their communication (oral and written), decision-making, problem-solving, prioritization, leadership, management, and administration skills, as well as their political acumen. This assessment process provides a much more complete picture of a candidate's qualifications, abilities, and skill sets than just relying on the traditional interview process.

The final piece of the selection process, prior to the actual appointment by the Town Council, involves an extensive background investigation of the top one, or two, ranked candidates.

Fiscal Impact Analysis:

The three primary costs associated with the recruitment and selection process for police chief include the advertising (including free sites) and recruitment (\$3,000), lunches/drinks for the interview (\$300) and assessment center panelists and finalist candidates, and the background investigation itself (est. \$ 6,350 per candidate depending on locations of on-site visits and job history)

The background investigation will involve the standard background exams for a sworn police officer – polygraph, psychological, and medical exams; and in addition, a thorough checking out of their references, as well as on-site visits to former employers,

associates, subordinates, and communities in which they served, or currently serve.

The actual assessment center, which normally is contracted out and would be an additional cost, will be organized and set-up internally, as well as facilitated at no additional cost by the Town Manager.

Approximately \$ 5,000 of these costs can be covered already by the current police department budget, but the balance will represent additional general fund costs, necessitating a budget adjustment to the current year police department budget.