



Town of Paradise Town Council Meeting Agenda 6:00 PM – July 09, 2019

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

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

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

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

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

1. OPENING

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

2. CONSENT CALENDAR

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

- [2a.](#) p4 Approve minutes from the May 14, 2019 Town Council meeting.
- [2b.](#) p13 Approve Cash Disbursements for June 2019 in the amount of \$754,357.59
- [2c.](#) p20 Acceptance of the 2018 Annual Report of the Paradise Planning Commission to the Town Council Regarding the Implementation Status of the 1994 Paradise General Plan
- [2d.](#) p42 Review and file the 3rd Quarter Investment Report for the Fiscal Year Ended June 30, 2019.
- [2e.](#) p47 Accept the various private citizen and business donations offered to the Town of Paradise during the month of June 2019 in the amount of \$535,732.97.

3. ITEMS REMOVED FROM CONSENT CALENDAR

4. PUBLIC COMMUNICATION

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

5. PUBLIC HEARINGS - None

6. COUNCIL CONSIDERATION

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

- [6a.](#) p56 Authorize the Town Manager to enter into a Town of Paradise Flag License Agreement.

7. COUNCIL INITIATED ITEMS AND REPORTS

- 7a. Council initiated agenda items
 - [1.](#) p57 Provide direction to the Town's voting delegate regarding the League of California Cities proposed Resolution(s) for the 2019 Annual Conference to be held October 16-18 in Long Beach, CA.
- 7b. Council reports on committee representation
- 7c. Future Agenda Items

8. STAFF COMMUNICATION

8a. Town Manager Report

9. CLOSED SESSION

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

9b. Pursuant to Government Code section 54956.8, the Town Council will hold a closed session to confer with the Town's negotiators about the terms to transfer real property from the Bank of America to the Town of Paradise.

- Property location: 6295 Skyway, Paradise, California
- Town negotiators: Lauren M. Gill and Dwight L. Moore
- Bank of America negotiator: Lori Limberg

10. ADJOURNMENT

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

MINUTES
PARADISE TOWN COUNCIL
REGULAR MEETING – 6:00 PM – May 14, 2019

1. OPENING

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

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

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT: Town Manager Lauren Gill, Town Attorney Dwight Moore, Town Clerk Dina Volenski, Administrative Services Director Gina Will, Public Works Director/Town Engineer Marc Mattox, Administrative Analyst Colette Curtis, Business and Housing Services Director Kate Anderson, Sergeant Nichols and Acting Community Development Susan Hartman.

- 1a. The proclamation recognizing National Police Week May 12-18 was presented by Mayor Jones.
- 1b. A presentation of The Welcome to Paradise Sign was given by Bret Matteis.
- 1b. Updates from the Following:
 - Butte County Mosquito and Vector Control District - Matt Ball
 - Swimming Pools - Susan Hartman
 - Surveys - Marc Mattox
 - Introduction of Contract employees with 4Leaf - Marc Mattox
 - Trees – Greg Eaton
 - CAL OES/Debris Removal - Tina Walker
 - FEMA – David Samaniego

1. Ward Habriel – expressed his concern regarding the amount of dirt the CAL OES debris crews are taking from lots.
2. Teresa McDonald – asked how Surveyors can correctly survey without markers and asked if anyone is thinking of replacement trees.

2. CONSENT CALENDAR

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

- 2a. Approved minutes from the following meetings: January 8, 2019 Regular meeting, January 23, 2019 Adjourned meeting; February 4, 2019 Special meeting, February 12, 2019 Regular meeting, February 22, 2019 Special meeting and March 12, 2019 Regular meeting.
- 2b. Approved cash disbursements for April 2019 in the amount of \$937,901.86.
- 2c. 1. Authorized the Town Manager, Administrative Services Director and Town Attorney to negotiate a service extension with Ernst & Young LLP for Disaster Recovery Management Services; and, 2. Authorized the Town Manager to execute the appropriate documents.
- 2d. Authorized to Extend Public Safety Recruitment Incentives as approved on December 13, 2016 until December 31, 2020.
- 2e. Adopted Resolution No. 19-07, A Resolution of the Town Council of the Town of Paradise declaring two fire department vehicles and two public works pieces of equipment as surplus property and authorizing disposal thereof by the Town Manager.
- 2f. Accepted the various private citizen and business donations offered to the Town of Paradise during the month of April 2019 in the amount of \$107,101.06.
- 2g. Reviewed and filed the 1st and 2nd Quarter Investment Report for the Fiscal Year Ending June 30, 2019.
- 2h. 1. Adopted Resolution No. 19-08 of the Town Council of the Town of Paradise Adopting a List of Projects for Fiscal Year 2019-20 Funded By SB 1: The Road Repair and Accountability Act of 2017.
 - 1. Steve Culleton asked why we were reporting on projects that we will not be building post fire.
- 2i. Concurred with the recommendation of the Planning Commission Interview Panel: and, 2. Appointed applicant Shannon Costa to fill the existing vacancy on the Planning Commission (effective immediately with term to expire June 30, 2023.)

3. ITEMS REMOVED FROM CONSENT CALENDAR - None

4. PUBLIC COMMUNICATION

- 1. Ward Habriel updated the Council on projects that Love Paradise and the Garden Club are working on around town.
- 2. Linda McCann wanted to speak on 6d.
- 3. Mary Bellefeuille spoke on behalf of Paradise Recreation and Park District and asked the Council to promote youth activities being offered by the District.

4. Steve Culleton made a comment on surveys; Asked the Council to write a formal letter to OES concerning the contractors driving too fast in Town; Encouraged Council to use computer models to project the future costs for projects, and asked for a resolution to be drafted asking the federal government to maintain private roads.

5. Mike Greer from the Paradise Unified School District, updated the Council on the status of the schools and confirmed the High School graduation will take place in Paradise.

Mayor Jones adjourned the meeting for recess at 7:37 p.m.

The meeting was re-adjourned at 7:43 p.m.

5. PUBLIC HEARINGS – None

6. COUNCIL CONSIDERATION

- 6a. Vice Mayor Bolin and Council member Zuccolillo recused themselves from the dais at 7:44 p.m. due to a potential conflict of interest with agenda item 6a.

Assistant Town Manager Marc Mattox gave an overview on the proposed Sewer Project and revisited the 2017 Paradise Sewer Project Feasibility Report. The different phases of the project were highlighted which included the Feasibility Report, Environmental Review, Design, Right of Way and Construction. Staff asked council to decide on a waste water option of either a regional connection with the City of Chico or a local treatment plant.

Council Member Crowder commented that using the local option allows us to control our own destiny.

Council Member Schuster asked if the local option is chosen whether there are public or private companies that can maintain the treatment plant.

Assistant Town Manager Mattox stated there are companies that can maintain the treatment plant. .

Council Member Schuster commented that previously the local option was not as feasible due to the lack of available land for the treatment plant, but the current availability of land has made this option more viable.

Mayor Jones explained a conversation she had with Dustin Cooper, the legal counsel for Paradise Irrigation District (PID): Mr. Cooper stated the sewer coincides with a project that PID is working on in which a pipe line would be built to Chico. PID is hopeful that the Council will pick the regional option, although the pipes need to be built 10 feet apart, PID believes there could be cost savings if the projects are built simultaneously.

1. Ward Habriel is concerned that funds for the Sewer would detract from potential spending on public safety and that public safety should be the Towns number one priority.
2. Steve Culleton disliked the idea of doing the regional option to Chico and encouraged Council to vote for the local option.
3. Theresa McDonald is concerned that if there is pipeline built to Chico, then they have the ability to shut off that pipeline and the sewage would have no place to go. She stated that the right of way will cost less, is worried about not having storage in case the pipe breaks and that having a local treatment plant can produce grey water which can potentially help fight fires.
4. Cliff Jacobson is for the regional option. Mr. Jacobson stated that he knows Chico has adequate capacity to accommodate Paradise sewage, does not believe that Chico will cut the line because that is what we have contracts and attorneys for. He believes CAL Water has a large interest in getting the PID water to Chico and will help us build our sewer line to Chico as well.

Councilmember Schuster asked Mayor Jones her opinion on the available funding for the project.

Mayor Jones thinks that this is the time to build a sewer. If it does not happen now she believes it will never happen. It is not an issue between safety and the sewer. The funds that the Town will receive for the sewer have to be spent solely on the sewer. There is a group of legislators led by Senators Nielson and Maguire who are working on getting the Town 11 million dollars for the first phase of work. On the federal level the Town has been told that they cannot receive money until an option is chosen.

Council Member Schuster commented on Assemblyman Gallagher working on CEQA requirements. She asked if this will be applied to the project.

Mayor Jones stated not at this time that Assemblyman Gallagher had been working on a bill, but could not get it out of committee. She hopes by the time the bill is revisited in two years, the Town would not need it.

Council Member Schuster commented on how previously she was in favor of the pipeline, but since the fire her opinion has changed. She believes problems such as funding and land availability have opened up since the fire. She is in favor of the local option for two reasons: 1. Building a sewage treatment facility can possibly create revenue for the Town in which we could process sewage from the county and surrounding areas, and 2. She likes the idea of providing local jobs.

Council Member Crowder stated that since the fire, Paradise is now in the forefront of legislators minds and believes this is the time to do it now before the country forgets and is in favor of the local option.

Mayor Jones is also in favor of the local option; believes the political realities in Chico are not conducive to accommodating the Towns sewer project and stated the local option will cost the Town less money than the regional option.

MOTION by Crowder, seconded by Schuster, selected the local treatment plant option for the purposes of securing funding for preliminary engineering work (environmental review, project design and right of way). Roll call vote was unanimous with Bolin and Zuccolillo absent (recused) and not voting.

Bolin and Zuccolillo returned to the dais.

- 6b. Council Member Schuster recused herself from the dais due to a friendship with the Hartley's.

Administrative Analyst Colette Curtis gave an overview of the history of the Town property located at 5456 Black Olive Dr. that the Hartley's are interested in purchasing.

Mr. Hartley provided additional information concerning the sale. Stated they have changed their original intent and would now like to buy the parking lot adjacent to the property in question and offered \$15,000.

Mayor Jones asked Assistant Manager Mattox if \$15,000 would be sufficient enough to put a parking lot on 5456 Black Olive Dr.

Mattox said no; believes a parking lot would cost more.

Town Manger Gill stated that the Town does not know yet if there are restrictions concerning the sale of the adjacent parking lot.

Attorney Moore stated that the adjacent property is not on the agenda so the Council would have to vote on it at a later date.

Council Member Zuccolillo expressed concern regarding creating another parking lot.

Council Member Crowder asked Mr. Hartley if his business parking would be available for Town festivities.

Council Member Bolin clarified that Mr. Hartley is actually not going to build any parking and would utilize the Town parking.

Acting Community Development Director Susan Hartman stated that the downtown zoning does not require businesses to provide parking.

Council directed staff to look into these options and the costs associated with selling the property and return with information for Council.

Council Member Schuster returned to the dais.

- 6c. Assistant Manager Marc Mattox gave an overview of the Skyway/Black Olive Signalization project and the reasons behind moving forward.

Council Member Bolin asked whether it would be synchronized with Elliott and Pearson.

Assistant Town Manager Mattox stated that it could be synchronized with Elliott and Pearson roads.

Council Member Zuccolillo asked if there is a deadline.

Assistant Town Manager Mattox stated that construction needs to be done within 3 years of acceptance of the project

Council Member Zuccolillo questioned whether it is wise to go ahead with this project before we know how the traffic flows will be post fire.

Vice Mayor Bolin thinks the light is needed due to how unsafe the intersection is and the amount of large trucks that have been speeding through the area. Speaking as a developer, he believes the light would make the area more attractive.

MOTION by Schuster, seconded by Bolin, 1. Awarded Contract No. 16-08.CON, Skyway/Black Olive Signalization, to ST Rhoades Construction of Redding, CA in the amount of their total bid of \$683,816.00; and, 2. Authorized the Town Manager to execute an agreement with S.T. Rhoades Construction relating to Contract No. 16-08.CON and to approve contingency expenditures not exceeding 10%. Roll call vote was unanimous.

6d. Acting Community Development Director (ACCD) Susan Hartman gave a presentation on existing zoning regulations on accessory building uses, listed discussion points and asked Council for direction regarding changing Ordinance No. 575 or Paradise Municipal Code Title 17 relating to the issuance of permits for accessory builds, prior to issuance of permits for the primary residence, to present at a future Council meeting.

Mayor Jones sees the potential for people to build accessory structures that later impede the building of a primary structure.

Vice Mayor Bolin asked exactly why there is a need for people to build accessory structures.

Council Member Schuster used her own situation as an example of why accessory buildings are needed prior to building a primary structure and

asked if there is predominantly certain zone property owners are asking for accessory structures.

ACDD Hartman said it is a mix of properties.

Mayor Jones suggested requiring a plot plan for the proposed garage and potential house so they meet all requirements.

Vice Mayor Bolin is concerned with people building garages, then walking away from the garage and suggested having different requirements for each zone.

Council Member Crowder commented that storage containers would be easier to walk away from than built structures.

Council Member Zuccolillo agreed with the other Council members and also suggested the plot plan and differing between zones.

Vice Mayor Bolin requested a deadline for this change.

Council Member Schuster asked if Santa Rosa had made any special provisions regarding accessory buildings.

ACDD Hartman said no, but they had covenants that citizens would sign.

Attorney Moore said it is still an extensive legal process to remove the buildings even if there is a covenant.

1. Theresa McDonald stated she owns a 1/3 acre lot and a 120 sq. ft storage building would be adequate.

Mayor Jones summarized that she wants something tiered for the size of the lot and the building and that she would like to see a plot plan and a sunset date.

2. Cliff Jacobson is upset that the Council thinks that he will build a shop, then abandon it and that all parcels cannot be treated the same.
3. Monz Jensen lives in an RV and plans to rebuild but does not know how large he wants to build his house but he had a shop on his lot prior to the fire. Mr. Jensen approves of submitting a plot plan but asked for the size of the potential residence not be required.

Vice Mayor Bolin said exact sq. footage wouldn't be needed if there was a shop there prior that would be considered.

Town Council asked for an emergency ordinance to be presented at the May 22 meeting.

7. COUNCIL INITIATED ITEMS AND REPORTS

7a. Council initiated agenda items

- 7a. Items brought to the Council by Mayor Jones. Jones stated her belief that both Bill No. 394, Relating to Exemptions from the California Environmental Quality Act; and No. 430, Relating to an Expedited Ministerial Process for Development Projects; would help with the rebuild.

1. Ward Habriel stated that part of the bill is for better evacuation routes, this is a no brainer.

MOTION by Zuccolillo, seconded by Schuster, adopted Resolution No. 19-09, A Resolution of the Town Council of the Town of Paradise supporting the adoption of Assembly Bill No. 394. Roll call vote was unanimous.

MOTION by Zuccolillo, seconded by Crowder, adopted Resolution No. 19-10, A Resolution of the Town Council of the Town of Paradise supporting the Adoption of Assembly Bill No. 430. Roll call vote was unanimous.

- 7b. Mayor Jones presented this item and explained that it is a bill being proposed by higher populated areas wanting the active transportation tax appropriated by population leaving only 10% available for competition for Town such as Paradise. Currently 50% is available for competition.

MOTION by Bolin, seconded by Zuccolillo, authorized Mayor Jones to sign and submit a formal letter of opposition relating to Senate Bill 152 which proposes significant changes to the Active Transportation Program. Roll call vote was unanimous.

7b. Council reports on committee representation

Vice Mayor Bolin attended a LAFCO meeting, reported that Chico annexed a large portion of North Chico and conducted the Planning Commissioner interviews.

Council Member Crowder participated in the Chamber of Commerce's operation Clip Board and was surprised by the amount of businesses that were open in Town. He also met with Congressman La Malfa, gave an update on Paradise and provided suggestions.

Council Member Schuster went to two Butte County Mosquito and Vector Control District meetings, participated in the clipboard survey, attended all the UDA presentations, CAL Poly and University of Montana presented projects they have been working on. Met with Insurance Commissioner Laura, Comcast Cares, Zone Captain Meetings, met with PG & E, Explore Butte County, League of Cities and Sacramento Division Meeting.

Mayor Jones has attended meetings concerning the Sewer. She and Council Member Zuccolillo have met with CUPC many times about their oversight role with PG&E, attended a meet and greet with new PG&E CEO.

7c. Future Agenda Items

Council Member Zuccolillo asked staff to outline how the Town will address new fire hazards and how code enforcement will handle the increased properties out of compliance.

8. STAFF COMMUNICATION

Town Manager Report – Town Manger Lauren Gill announced that Christy Moore from the Ferguson group has offered to provide pro bono legal representation for the Town of Paradise in Washington D.C. and asked for Council to authorize the Mayor to sign a letter accepting this work at a future Council meeting. Manager Gill asked the Council to give staff direction regarding a green waste yard. Mayor Jones asked for staff to explore options.

9. CLOSED SESSION - None

10. ADJOURNMENT

Mayor Jones adjourned the Council meeting at 9:40 p.m.

Date Approved:

By:

Jody Jones, Mayor

Attest:

Dina Volenski, CMC, Town Clerk

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

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

June 1, 2019 - June 30, 2019

Check Date	Pay Period End	DESCRIPTION	AMOUNT
06/14/19	06/09/19	Net Payroll - Direct Deposits & Checks	\$144,131.94
06/28/19	06/23/19	Net Payroll - Direct Deposits & Checks	\$121,903.29
TOTAL NET WAGES PAYROLL			\$266,035.23

Accounts Payable

PAYROLL VENDORS: TAXES, PERS, DUES, INSURANCE, ETC.	\$193,031.75
OPERATIONS VENDORS: SUPPLIES, CONTRACTS, UTILITIES, ETC.	\$295,290.61
TOTAL CASH DISBURSEMENTS - ACCOUNTS PAYABLE (Detail attached)	<u>\$488,322.36</u>
GRAND TOTAL CASH DISBURSEMENTS	<u><u>\$754,357.59</u></u>

APPROVED BY: _____
LAUREN GILL, TOWN MANAGER

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

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 6/1/2019 - To Payment Date: 6/30/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - US Bank TOP AP Checking									
<u>Check</u>									
74198	06/04/2019	Open			Accounts Payable	ENTERPRISE FM TRUST	\$1,073.32		
74199	06/04/2019	Open			Accounts Payable	HONEYWELL, JANICE, J.	\$955.41		
74200	06/04/2019	Open			Accounts Payable	JEFFORDS, ROBERT, D.	\$478.07		
74201	06/04/2019	Open			Accounts Payable	MOORE, DWIGHT, L.	\$15,483.00		
74202	06/04/2019	Open			Accounts Payable	SBA Monarch Towers III LLC	\$142.32		
74203	06/04/2019	Open			Accounts Payable	TIAA COMMERCIAL FINANCE, INC	\$906.47		
74204	06/04/2019	Open			Accounts Payable	WESTAMERICA BANK	\$3,084.03		
74205	06/06/2019	Open			Accounts Payable	ALLIANT INSURANCE	\$161.00		
74206	06/06/2019	Open			Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$108.98		
74207	06/06/2019	Open			Accounts Payable	AT&T MOBILITY	\$171.22		
74208	06/06/2019	Open			Accounts Payable	AT&T/CALNET3 - REPEATER LINES	\$296.45		
74209	06/06/2019	Open			Accounts Payable	AT&T/CALNET3 - COMMUNITY PARK	\$20.64		
74210	06/06/2019	Open			Accounts Payable	AT&T/CALNET3 - Summary	\$6,030.53		
74211	06/06/2019	Open			Accounts Payable	AT&T/CALNET3 - TH/FDPD FIBER LINES	\$1,113.66		
74212	06/06/2019	Open			Accounts Payable	Azco Supply Inc	\$1,152.93		
74213	06/06/2019	Open			Accounts Payable	Bear Electric Solutions	\$20,325.00		
74214	06/06/2019	Open			Accounts Payable	Big O Tires	\$20.00		
74215	06/06/2019	Open			Accounts Payable	Bowdy, Fredrick	\$192.52		
74216	06/06/2019	Open			Accounts Payable	BUTTE CO RECORDER	\$422.00		
74217	06/06/2019	Open			Accounts Payable	BUTTE REGIONAL TRANSIT	\$131.00		
74218	06/06/2019	Open			Accounts Payable	BHS Loan/Balance of Insurance Proceeds	\$6,111.78		
74219	06/06/2019	Open			Accounts Payable	Eagle Security Systems	\$193.50		
74220	06/06/2019	Open			Accounts Payable	EVERGREEN JANITORIAL SUPPLY, INC.	\$190.08		
74221	06/06/2019	Open			Accounts Payable	FRANKLIN CONSTRUCTION COMPANY	\$15,128.75		
74222	06/06/2019	Open			Accounts Payable	GREAT AMERICA LEASING CORP.	\$129.31		
74223	06/06/2019	Open			Accounts Payable	Haling and Associates	\$21,868.75		
74224	06/06/2019	Open			Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US	\$72.86		
74225	06/06/2019	Open			Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$300.00		
74226	06/06/2019	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$2,531.35		
74227	06/06/2019	Open			Accounts Payable	KNIFE RIVER CONSTRUCTION	\$327.25		
74228	06/06/2019	Open			Accounts Payable	Meyers Police K-9 Training, LLC	\$600.00		
74229	06/06/2019	Open			Accounts Payable	Mt Shasta Spring Water Co., Inc	\$90.40		
74230	06/06/2019	Open			Accounts Payable	Neves, Daniel	\$114.00		
74231	06/06/2019	Open			Accounts Payable	O'REILLY AUTO PARTS	\$5.92		
74232	06/06/2019	Open			Accounts Payable	OFFICE DEPOT ACCT#36233169	\$398.17		

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 6/1/2019 - To Payment Date: 6/30/2019

74233	06/06/2019	Open	Accounts Payable	P31 Enterprises, Inc.	\$2,392.50
74234	06/06/2019	Open	Accounts Payable	PACIFIC GAS & ELECTRIC	\$167.25
74235	06/06/2019	Open	Accounts Payable	PARADISE IRRIGATION DIST	\$645.21
74236	06/06/2019	Open	Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY	\$129.29
74237	06/06/2019	Open	Accounts Payable	PLATT ELECTRIC SUPPLY	\$11.99
74238	06/06/2019	Open	Accounts Payable	Precision Wireless Service	\$4,500.00
74239	06/06/2019	Open	Accounts Payable	Riebes Auto Parts-Public Works	\$91.94
74240	06/06/2019	Open	Accounts Payable	Santander Leasing LLC	\$7,926.51
74241	06/06/2019	Open	Accounts Payable	SKYWAY TOOL CENTER	\$428.99
74242	06/06/2019	Open	Accounts Payable	Speedo Check	\$600.00
74243	06/06/2019	Open	Accounts Payable	Spherion Staffing	\$2,832.71
74244	06/06/2019	Open	Accounts Payable	Tahoe Pure Water Co.	\$69.65
74245	06/06/2019	Open	Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$415.87
74246	06/06/2019	Open	Accounts Payable	THOMAS ACE HARDWARE - POLICE DEPT.	\$21.73
74247	06/06/2019	Open	Accounts Payable	Tough Company Fire Inc	\$500.00
74248	06/06/2019	Open	Accounts Payable	Tri Flame Propane	\$69.39
74249	06/06/2019	Open	Accounts Payable	Aflac	\$146.92
74250	06/06/2019	Open	Accounts Payable	Met Life	\$7,620.24
74251	06/06/2019	Open	Accounts Payable	OPERATING ENGINEERS	\$850.00
74252	06/06/2019	Open	Accounts Payable	PARADISE POLICE OFFICERS ASSOCIATION	\$2,465.89
74253	06/06/2019	Open	Accounts Payable	SUN LIFE INSURANCE	\$4,267.54
74254	06/06/2019	Open	Accounts Payable	SUPERIOR VISION SVC NGLIC	\$623.89
74255	06/06/2019	Open	Accounts Payable	TOP CONFIDENTIAL MID MGMT ASSOCIATION	\$135.00
74256	06/14/2019	Open	Accounts Payable	ICMA 457 - VANTAGEPOINT	\$100.00
74257	06/14/2019	Open	Accounts Payable	STATE DISBURSEMENT UNIT	\$194.76
74258	06/20/2019	Open	Accounts Payable	ACCESS INFORMATION PROTECTED	\$113.40
74259	06/20/2019	Open	Accounts Payable	ADAM LABORATORIES INC.	\$1,550.00
74260	06/20/2019	Open	Accounts Payable	AT&T & CALNET3 - CIRCUIT LINES	\$1,617.95
74261	06/20/2019	Open	Accounts Payable	BATTERIES PLUS	\$1,473.20
74262	06/20/2019	Open	Accounts Payable	Bear Electric Solutions	\$1,985.00
74263	06/20/2019	Open	Accounts Payable	Big O Tires	\$45.00
74264	06/20/2019	Open	Accounts Payable	Biometrics4ALL, Inc	\$3.75
74265	06/20/2019	Open	Accounts Payable	COMCAST CABLE	\$258.16
74266	06/20/2019	Open	Accounts Payable	COMCAST CABLE	\$243.16
74267	06/20/2019	Open	Accounts Payable	COMCAST CABLE	\$78.16
74268	06/20/2019	Open	Accounts Payable	CRAIG DREBERTS AUTOMOTIVE	\$4,726.12
74269	06/20/2019	Open	Accounts Payable	Eagle Security Systems	\$193.50
74270	06/20/2019	Open	Accounts Payable	Entersect	\$109.95

TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 6/1/2019 - To Payment Date: 6/30/2019

74271	06/20/2019	Open	Accounts Payable	Ernst & Young US LLP	\$80,055.00
74272	06/20/2019	Open	Accounts Payable	Golden State Emergency Vehicle Service, Inc.	\$6,858.63
74273	06/20/2019	Open	Accounts Payable	Herc Rentals Inc.	\$4,675.41
74274	06/20/2019	Open	Accounts Payable	I.M.P.A.C. PAYMENTS IMPAC GOV SVCS/US	\$568.37
74275	06/20/2019	Open	Accounts Payable	INLAND BUSINESS MACHINES	\$1,311.60
74276	06/20/2019	Open	Accounts Payable	INTERSTATE OIL COMPANY	\$247.08
74277	06/20/2019	Open	Accounts Payable	JAMES RIOTTO & ASSOCIATES	\$150.00
74278	06/20/2019	Open	Accounts Payable	KNIFE RIVER CONSTRUCTION	\$2,550.46
74279	06/20/2019	Open	Accounts Payable	KNIFE RIVER CONSTRUCTION	\$2,549.40
74280	06/20/2019	Open	Accounts Payable	KP Research Services, Inc.	\$1,200.00
74281	06/20/2019	Open	Accounts Payable	Mt Shasta Spring Water Co., Inc	\$28.14
74282	06/20/2019	Open	Accounts Payable	NORMAC INC	\$235.17
74283	06/20/2019	Open	Accounts Payable	NORTHSTATE AGGREGATE, INC.	\$590.00
74284	06/20/2019	Open	Accounts Payable	O'REILLY AUTO PARTS	\$178.66
74285	06/20/2019	Open	Accounts Payable	OFFICE DEPOT ACCT#36233169	\$173.63
74286	06/20/2019	Open	Accounts Payable	PACIFIC GAS & ELECTRIC	\$6,701.72
74287	06/20/2019	Open	Accounts Payable	PARADISE IRRIGATION DIST	\$131.94
74288	06/20/2019	Open	Accounts Payable	PARADISE POST/NORTH VALLEY COMMTY	\$102.18
74289	06/20/2019	Open	Accounts Payable	PBM SUPPLY & MFG INC	\$39.37
74290	06/20/2019	Open	Accounts Payable	PETTY CASH CUSTODIAN, HELEN CHEUNG	\$128.33
74291	06/20/2019	Open	Accounts Payable	Riebes Auto Parts-Motorpool	\$842.60
74292	06/20/2019	Open	Accounts Payable	Riebes Auto Parts-Public Works	\$99.31
74293	06/20/2019	Open	Accounts Payable	SINCLAIR'S AUTOMOTIVE & TOWING	\$215.00
74294	06/20/2019	Open	Accounts Payable	Spherion Staffing	\$2,734.52
74295	06/20/2019	Open	Accounts Payable	Stratti	\$40,417.82
74296	06/20/2019	Open	Accounts Payable	TeleCheck Services, Inc.	\$35.00
74297	06/20/2019	Open	Accounts Payable	Tesco Controls, Inc	\$4,040.63
74298	06/20/2019	Open	Accounts Payable	THOMAS ACE HARDWARE - ENG. DEPT.	\$430.84
74299	06/20/2019	Open	Accounts Payable	THOMAS ACE HARDWARE - FIRE DEPT.	\$262.71
74300	06/20/2019	Open	Accounts Payable	THRIFTY ROOTER	\$186.54
74301	06/20/2019	Open	Accounts Payable	Tri Flame Propane	\$167.06
74302	06/20/2019	Open	Accounts Payable	TUCKER PEST CONTROL INC	\$86.00
74303	06/20/2019	Open	Accounts Payable	VERIZON WIRELESS	\$1,378.53
74304	06/20/2019	Open	Accounts Payable	VistaNet Inc.	\$2,030.00
74305	06/20/2019	Open	Accounts Payable	WITTMEIER AUTO CENTER	\$357.91
Type Check Totals:			108 Transactions		\$311,694.85

EFT

872	06/06/2019	Open	Accounts Payable	CALPERS	\$102,999.09
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TOWN OF PARADISE

CASH DISBURSEMENTS REPORT

From Payment Date: 6/1/2019 - To Payment Date: 6/30/2019

873 06/14/2019 Open
 874 06/14/2019 Open
 875 06/14/2019 Open
 876 06/14/2019 Open

Accounts Payable	CALPERS - RETIREMENT	\$27,044.65
Accounts Payable	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$9,025.24
Accounts Payable	ING LIFE INS & ANNUITY COMPANY	\$8,205.74
Accounts Payable	INTERNAL REVENUE SERVICE	\$29,352.79
5 Transactions		\$176,627.51

Type EFT Totals:

AP - US Bank TOP AP Checking Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	108	\$311,694.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	108	\$311,694.85	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	5	\$176,627.51	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	5	\$176,627.51	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	113	\$488,322.36	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	113	\$488,322.36	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	108	\$311,694.85	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	108	\$311,694.85	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	5	\$176,627.51	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	5	\$176,627.51	\$0.00

TOWN OF PARADISE
CASH DISBURSEMENTS REPORT

From Payment Date: 6/1/2019 - To Payment Date: 6/30/2019

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	113	\$488,322.36	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	113	\$488,322.36	\$0.00



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

Agenda Item No. 2(c)

ORIGINATED BY: Susan Hartman, Acting Community Development Director

REVIEWED BY: Lauren Gill, Town Manager

SUBJECT: Acceptance of the **2018 Annual Report** of the Paradise Planning Commission to the Town Council Regarding the Implementation Status of the 1994 Paradise General Plan

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

1. Acknowledge receipt of and file the Planning Commission's 2018 annual report concerning implementation status of the 1994 Paradise General Plan.

NOTE: The *Long Term Recovery Plan* recently adopted by the Town Council identifies a General Plan Update as a "project." This 2018 Annual Report is just a "look back" at our current plan based on last year's historical data. The Town will, at some future date, begin the process of a comprehensive General Plan Update.

BACKGROUND: California Government Code Section 65400 requires a local planning agency (Paradise Planning Commission and staff) to annually review and provide a report to the local legislative body (i.e. the Town Council) concerning progress achieved toward the implementation of its General Plan. The wording of the Government Code Section is as follows:

Provide an annual report to the Town Council on the status of the "General Plan" and progress in its implementation, including the progress in meeting its share of regional housing needs determined pursuant to section 65584 and local efforts to remove governmental constraints to the maintenance, improvement and development of housing...

On behalf of the Paradise Planning Commission, town staff is pleased to officially submit to the Town Council its annual "Calendar Year 2018 1994 Paradise General Plan Implementation Status Report" dated June 2019 (**NOTE:** Refer to attached copy of the report). The content of this report reflects General Plan implementation progress made during the 2018 calendar year. The report is a culmination of a work effort of the staff and Planning Commissioners.

Similar to the contents of prior annual reports, the attached annual report is submitted in a format that is directly linked with the 1994 Paradise General Plan Volume I - Policy Document. The report specifically lists individual General Plan policies and implementation measures, their

respective text page number where located within the General Plan Volume I - Policy Document, and their respective implementation status.

In order for the attached report to be meaningful, each Town Council member should refer to their individual copy of the 1994 Paradise General Plan Volume I - Policy Document to read the actual text of each General Plan policy or implementation measure corresponding to the comments within the report.

During the 2018 calendar year and over the last several years, the Town of Paradise achieved additional progress toward implementation of the 1994 Paradise General Plan. As you read the attached annual report in regards to the implementation status of our Paradise General Plan you should note that those items that received special emphasis by staff and the Planning Commission are shown in "**BOLD**" text. "**SHADED**" text indicates a new or revised comment. In addition, during your review, please note pertinent commentary concerning the 2018 Camp Fire.

It should be noted that, due to new and specific Housing Element implementation reporting requirements adopted by the State of California that are not applicable to other General Plan elements, a separate report exclusively detailing implementation of the Paradise General Plan Housing Element was prepared by staff, reviewed by the Planning Commission and appeared on for the Town Council agenda in April, 2019.

FINANCIAL IMPACT: Acceptance of this June, 2019 annual report concerning the 2018 calendar year implementation status of the 1994 Paradise General Plan shall have no financial impact upon the Town of Paradise.

Attachment



CALENDAR YEAR 2018*

1994 PARADISE GENERAL PLAN

IMPLEMENTATION STATUS REPORT

**Presented by the
Paradise Planning Commission**

June, 2019

REPORT OF THE PLANNING COMMISSION

1994 PARADISE GENERAL PLAN IMPLEMENTATION STATUS REPORT

FOR CALENDAR YEAR 2018*

LAND USE ELEMENT:

GROWTH AND LAND USE DEVELOPMENT:

<u>Policy/ Implem. Measure</u>	<u>Text Page</u>	<u>Policy Brief</u>	<u>Implementation Status</u>
LUP-1	(6-3)	Recognize site limitations	Implemented and ongoing.
LUP-2	(6-3)	Factor in constraints analysis	Implemented and ongoing.
LUP-3	(6-3)	Minimize grading	Implementation ongoing as opportunity so afforded.
LUP-4	(6-3)	Specific Plan for south of town	Not yet implemented. Private work effort was initiated in 2006 for a portion of the secondary planning area south of town limits; and has been idle due to funding and staffing shortages. Butte County General Plan 2030 was adopted October 2010 and includes directive to develop a specific plan for a portion of this area, for which the Town will provide input.
LUP-5	(6-3)	Open Space/Ag designation	Implemented.
LUP-6	(6-3)	Annexations south of town	Not implemented due to lack of necessity.
LUP-7	(6-3)	35' maximum building height	Implemented and ongoing.
LUP-8	(6-3)	Evaluate cumulative impacts	Required by law; implemented and ongoing.

LUP-9	(6-3)	Public notice requirements	Implemented and ongoing.
LUP-10	(6-3)	Encourage planned developments	Ongoing directive; implemented as opportunities arise.
LUP-11	(6-3)	Design projects to avoid constraints	Implemented and ongoing.
LUI-1	(6-4)	Track residential growth rate	Implemented and ongoing.
LUI-2	(6-4)	Prepare Specific Plan	Not implemented. See LUP-4.
LUI-3	(6-4)	Amend PMC for grading	Implemented via Town adoption of the 2010 and 2016 California Green Building Standards Code.
LUI-4	(6-4)	Amend zoning for GP consistency	Fully implemented (1997).

PUBLIC SERVICES AND INFRASTRUCTURE:

LUP-12; 13; 14	(6-4)	Growth not to exceed availability of public services	Implemented via planning process reforms; an ongoing directive.
LUP-15	(6-5)	Improve public service capacity	Implemented and an ongoing directive.
LUP-16	(6-5)	No discretionary residential permit unless adequate public services	Implemented and ongoing.
LUP-17	(6-5)	Encourage service districts to expand or enhance capacity	Partially implemented and ongoing as opportunities arise.
LUP-18	(6-5)	TOP and PID meet bi-annually	A Town Council/P.I.D. meeting was held on May 30, 2006. However, the Town/PID Liaison Committee met on March 2, 2017 to publicly discuss several issues of import to the Town and PID. Currently merits implementation, particularly during the post Camp Fire recovery.
LUP-19	(6-5)	Densities based on constraints	Implemented and ongoing.
LUP-20	(6-5)	Police and Fire service levels	Implemented and ongoing.
LUP-21	(6-5)	Assessment districts	Partially implemented and ongoing as needed.
LUP-22	(6-5)	Fees for service delivery costs	Partially implemented via the Town's development impact fee program.
LUP-23	(6-5)	Feasibility of annexation	Implemented and an ongoing directive.

LUP-24	(6-5)	Feasibility of merging with PID	Development of feasibility studies has been tabled by the Town Council pending adequate funding and other factors.
LUP-25	(6-5)	Designate general locations for public and open space uses	Fully implemented.
LUP-26	(6-6)	Findings for public service and infrastructure capacity	Implemented and ongoing.
LUI-5	(6-6)	Capital improvements program	Implemented. The Town successfully developed and adopted a 3-year capital improvements program in the summer of 2015.
LUI-6	(6-6)	Assure adequate water delivery	Partially implemented and ongoing.
LUI-7	(6-6)	Implement <i>Master Storm Drain Study & Facilities Plan</i>	Partially implemented and ongoing.
LUI-8	(6-6)	Public safety impact fees	Implemented and ongoing.
LUI-9	(6-6)	Service fees for existing uses	Partially implemented and ongoing.
LUI-10	(6-6)	Development impact fees	Partially fund implemented and ongoing.
LUI-11	(6-6)	Investigate forms of assessment districts	Partially implemented and ongoing. In 2017, the town conducted a grant-funded feasibility study to analyze the feasibility of constructing a wastewater collection system for the core commercial areas of Paradise, which would include the establishment of an assessment district in the area of benefit. The study was completed and the Town Council adopted a combination of several recommendations contained within the study in May, 2017.
LUI-12	(6-6)	LAFCO to study any potential merging with special districts	Not implemented; lack of past necessity prior to 2018 Camp Fire.
LUI-13	(6-6)	Monitor population trends for effects on public services	Implemented and ongoing.

LAND USE DISTRIBUTION AND LOCATION

LUP-27; LUP-28	(6-7)	Create Central Commercial area	Implemented via Town Council adoption of Town Resolution No. 01-37 in November, of 2001.
LUP-29	(6-7)	Central Commercial area to focus on visitors	Implemented and ongoing.
LUP-30	(6-7)	CIP for revitalization areas	Ongoing Directive. A few pedestrian, park, signal and other infrastructure improvement projects were completed within downtown and former RDA areas in recent years. Frontage improvements to sidewalks and bicycle lanes on the north and south sides of Pearson Road between Academy Drive and Skyway were completed in 2017. The Downtown Skyway Sidewalks Improvement Project (Pearson Road to Elliott Road) was constructed during 2018.
LUP-31	(6-7)	Retail sales and infill on Skyway	Implemented and ongoing as opportunities arise.
LUP-32	(6-7)	Discourage strip development on Clark Rd	Ongoing directive.
LUP-33	(6-8)	Encourage existing strip fill in	Ongoing directive.
LUP-34	(6-8)	Larger retail to locate in centers with adequate facilities	Ongoing directive.
LUP-35	(6-8)	Professional office development	Ongoing directive.
LUP-36	(6-8)	Expand industrial park	Town efforts to acquire/develop additional business or industrial park property continue as opportunities arise.
LUP-37; 38	(6-8)	Lt Industrial/Business Park areas	Implemented.
LUP-39	(6-8)	Preserve residential neighborhoods	Ongoing directive and implemented.
LUP-40	(6-8)	Community facilities compatibility	Ongoing directive.
LUP-41	(6-8)	Airport compatibility uses	Ongoing directive.
LUP-42	(6-8)	Locations for cemeteries	Implemented.
LUP-43	(6-8)	Timber production areas	Implemented.
LUP-44	(6-8)	Locations for gateway areas	Implemented.

LUI-14	(6-8)	Provisions for mixed land uses	Implemented.
LUI-15	(6-8)	Zoning consistent with GP	Implemented.
LUI-16	(6-8)	Provide for visitor services	Implemented.
LUI-17	(6-8)	Adopt Capital Improvements Plan	Implemented. See comment for LUI-5.
LUI-18	(6-8)	Develop. guidelines for large retail	Largely implemented via adoption of town-wide design standards in March, of 2010.

LAND USE DENSITIES

LUP-45	(6-9)	Higher density compatibility	Ongoing directive.
LUP-46	(6-9)	Higher density locations	Partially implemented and ongoing.
LUP-47	(6-9)	½ acre minimum residential lot size	Ongoing implementation.
LUP-48	(6-9)	High density residential locations	Partially implemented and ongoing.
LUP-49	(6-9)	Higher density requirements	Ongoing directive, implemented as opportunities are afforded.
LUP-50	(6-9)	Low density Multi-Family locations	Ongoing directive and partially implemented.
LUI-19	(6-9)	Zoning consistent with GP	Implemented and ongoing directive.
LUI-20	(6-9)	Make findings consistent with GP	Implemented and ongoing.
LUI-21	(6-9)	Safety standards for high density	Implemented.
LUI-22	(6-9)	Identify difficult to develop areas	Implemented and ongoing.

ECONOMIC DEVELOPMENT/REDEVELOPMENT

LUP-51	(6-10)	Attract needed industries	Partially implemented; target industry study completed. Additional implementation as new opportunities arise.
LUP-52	(6-10)	Promote reuse of empty buildings	Ongoing directive, however, dissolution of RDA eliminated a primary

			funding source for the façade renovation program, which targeted reuse of existing buildings.
LUP-53, 54	(6-11)	Town theme for Central Comm.	Implemented. Town-wide Design Standards are adopted. Various PMC sign regulation changes adopted in 2010 have assisted as well.
LUP-55	(6-11)	35' max commercial height	Implemented and ongoing.
LUP-56	(6-11)	Screen commercial parking areas	Ongoing directive; implemented.
LUP-57	(6-11)	Artisan and tourist center	Chamber of Commerce and the Paradise Art Association continue to sponsor cultural events. The Town has formed a committee that includes local business owners as part of an effort to promote Downtown beautification and commerce.
LUP-58	(6-11)	Create scenic gateway areas	Ongoing directive; partially implemented.
LUP-59	(6-11)	Support retention of open space	Ongoing directive.
LUP-60	(6-11)	Common theme for gateway areas	Implemented via PMC zoning code text amendments and adoption of design standards in 2010.
LUP-61	(6-11)	Eliminate unsightly materials near entrances to town	Ongoing directive.
LUP-62; 63	(6-11)	Promote town as tourist destination	Ongoing and partially implemented.
LUP-64	(6-11)	Bed and breakfast locations	This directive is implemented via Town's zoning regulations.
LUP-65	(6-11)	Develop destination resort	Ongoing directive.
LUP-66	(6-11)	Update <i>Downtown Revitalization Plan</i> as needed	Adopted plan implementation is promoted via 2010 adoption of Design Standards.
LUP-67	(6-12)	Sites for business park	Partially implemented. See LUP-51.
LUI-23	(6-12)	Calif. "Main Street" program	Functionally Implemented. "Main Street" concepts/components were incorporated within the adopted Downtown Revitalization Plan and the 2010 Design Standards.
LUI-24	(6-12)	Promote farmers market	Ongoing implementation. Four separate farmers' markets operate seasonally within the Town with authorization from the Town.
LUI-25	(6-12)	Staffing business development	

		Programs and activities	Ongoing implementation.
LUI-26	(6-12)	Design guidelines for commercial	Implemented.
LUI-27	(6-12)	Enforce comm. zoning ordinance	Implemented.
LUI-28	(6-12)	Design review committee	Not ongoing since 2010 adoption of town's design standards.
LUI-29	(6-12)	Apply design guidelines to existing businesses	Implemented.
LUI-30	(6-12)	Land use controls in gateways	Implemented via adoption of scenic highway corridor zoning regulations and 2010 adoption of Design Standards specific to gateway areas.
LUI-31	(6-12)	Funding for gateway areas	Partially implemented as opportunities arise.
LUI-32	(6-12)	Upgrade entrance signs	Partially implemented; past private efforts have assisted.
LUI-33	(6-12)	Review sign regulations	Ongoing directive and implemented.
LUI-34	(6-12)	Promote completion of auditorium	Implemented.
LUI-35	(6-12)	Facilitate weekend tourist events	Implementation ongoing.
LUI-36	(6-12)	Parking facilities study	Ongoing directive as part of the Downtown Revitalization Master Plan.
LUI-37	(6-12)	Improve code enforcement program	Implemented and ongoing as funds permit.
LUI-38	(6-12)	Outdoor display ordinance	Implemented via adoption of ord. No. 550 in 2014 (see LUI-37 also).
LUI-39	(6-13)	Relocate nonconforming uses	Ongoing directive.

INTERGOVERNMENTAL COORDINATION

LUP-68	(6-13)	Use BCAG for land use decisions	Ongoing and partially implemented as opportunities are afforded.
LUP-69	(6-13)	Regional decision making	Ongoing and partially implemented as opportunities are afforded.
LUP-70	(6-13)	Butte County urban reserve policy	Ongoing and partially implemented as opportunities are afforded.
LUP-71	(6-13)	Protection of Paradise watershed	Ongoing and partially implemented as opportunities are afforded.
LUI-40; 41; 42	(6-13)	Coordination with Butte County	Ongoing and partially implemented as opportunities are afforded.

LAND USE CONTROLS

LUP-72	(6-14)	Relocation of nonconforming uses	Ongoing directive.
LUP-73	(6-14)	Discourage expansion of legal nonconforming uses	Implemented and ongoing as opportunities are afforded.
LUP-74	(6-14)	Improve code enforce program	Implemented and ongoing.
LUP-75	(6-14)	Comm. handicap accessibility	Ongoing and implemented.
LUP-76	(6-14)	Revise local CEQA guidelines	Implemented.
LUI-43; 44	(6-14)	Zone parcels consistent with GP	Implemented.
LUI-45	(6-14)	Consistently enforce regulations	Implemented.

TERTIARY PLANNING AREA

LUP-77; 78; 79	(6-15)	Projects in tertiary area should not be approved if adverse impacts on Town of Paradise	Partially implemented and ongoing directive.
LUP-80; 81	(6-15)	Projects in tertiary area should have open space	Partially implemented and ongoing as opportunities are afforded.
LUP-82	(6-15)	Projects in tertiary area should Acknowledge high fire hazards	Partially implemented and ongoing as opportunities are afforded.
LUI-46; 47	(6-15)	Coordinate with other county agencies/districts	Implemented and ongoing. Town staff provided input for the Butte County General Plan 2030 adopted in October of 2010.
LUI-48	(6-15)	Joint powers agreements	Partially implemented.
LUI-49	(6-15)	Expand Sphere of Influence	Partially implemented.

CIRCULATION ELEMENT:

CP-1	(6-18)	LOS "D" or better for roadways	Partially implemented and ongoing.
CP-2	(6-18)	Circulation problems eliminated	Circulation problems have been formally prioritized for elimination as funding permits via BCAG adoption of Regional Transportation Plan. Grant funding was secured in 2017 for 5 separate street, sidewalk, trailway and bicycle lane improvement projects characterized by significant safety enhancements.
CP-3	(6-18)	Impacts of street extensions	Ongoing directive and implemented.
CP-4	(6-19)	Mitigate circulation impacts	Ongoing and implemented on case by case basis.
CP-5	(6-19)	Upper Ridge roadway impact fees	Partially implemented and ongoing. Butte County collects development impact fees for upper ridge development, a portion of which is earmarked for Skyway and Clark Roads in Paradise.
CP-6	(6-19)	Additional street connections	Ongoing directive. Little progress due to a history of limited opportunities and constraints predating the 2018 Camp Fire.
CP-7	(6-19)	New traffic signal synchronization	Partially implemented. The Downtown Paradise Safety Project completed in November 2014 synchronized traffic signals from Elliott Road to Neal Road along Skyway. Grant secured in 2015 will fund signalization of the Black Olive Drive/Skyway intersection, further improving signal synchronization along Skyway.
CP-8	(6-19)	Regulate truck routes	Implemented and ongoing.
CP-9	(6-19)	Establish park-and-ride facilities	Ongoing, partially implemented as opportunities afforded.
CP-10	(6-19)	Sidewalk and pathway program	Ongoing directive. Pearson, Foster Roads sidewalk improvements completed. Pearson Road improvements/signalization at Recreation Drive were completed in 2013. Infill sidewalks, curbs and gutters along Pearson Road between Academy Dr. and Skyway was constructed in 2017. Grant funding has been secured for environmental review and design for new sidewalks along Birch, Elliott, Foster and Black Olive Drive. Grant funding was secured for construction of new sidewalks along Pearson Road between Academy and Black Olive Drives. Approximately 5 other pedestrian improvement projects are planned

CP-11	(6-19)	Bicycle and hiking trails	<p>for 2018 through 2019.</p> <p>Ongoing directive; partially implemented. Class 2 bicycle lanes completed along Pearson Road between Academy Drive and Clark Road in 2013. The Downtown Paradise Safety Project installed bicycle lanes along Skyway between Elliot and Pearson Roads in 2014. Bicycle lanes along Pearson Rd. between Pentz and Clark Roads and along Maxwell Dr. were largely completed in 2015. Shoulder widening and the addition of bicycle lanes on Pearson road from Clark Road to Pentz road was completed in 2016.</p> <p>Construction/installation of flashing beacons at railway crossing of major streets completed in 2018.</p>
CP-12	(6-19)	Butte County road standards	Implemented. Butte County and the Town have adopted compatible road standards for the Town's Sphere of Influence.
CP-13	(6-19)	Trip reduction plan programs	Partially implemented and ongoing.
CP-14	(6-19)	Senior and handicapped transit	Ongoing directive; partially implemented via Paradise Express service.
CP-15	(6-19)	Expand public transit services	Consolidation of County-wide transit services has helped promote implementation.
CP-16	(6-19)	Improve commercial parking	Ongoing directive implemented as opportunities arise. Construction of an additional public parking facility in the Central Commercial area was completed in 2011.
CP-17	(6-19)	Improving traffic flows	Ongoing and partially implemented.
CP-18	(6-20)	Roadway extension workshops	Ongoing and partially implemented.
CP-19	(6-20)	Increase transit opportunities	Partially implemented. The component regarding children has not been implemented due to lack of available funding.
CP-20	(6-20)	Town Engineer to review circulation studies	Not being implemented due to lack of resources and staff. BCAG development of a Regional Transportation Plan initiated in 2014/2015 has assisted.
CI-1	(6-20)	Ongoing directive.	
CI-2	(6-20)	Road connection feasibility study	Not being implemented due to lack of resources, staff and opportunities.
CI-3	(6-20)	Establish development impact fees	Implemented and ongoing.

CI-4; 5	(6-20)	Road maint. agreement w/ B.C.	Ongoing and partially implemented.
CI-6	(6-20)	Locations for sidewalks	Ongoing and partially implemented.
CI-7	(6-20)	Providing pedestrian pathways	Ongoing directive; partially implemented by covenant agreements.
CI-8	(6-20)	Improve road shoulders	Ongoing implementation via various small scale public infrastructure projects.
CI-9	(6-20)	Transportation facilities	Ongoing directive.
CI-10	(6-21)	Utilizing transportation funds	Ongoing implementation as funds permit.
CI-11	(6-21)	Butte County Circulation Element	Refer to comment for CP-5.

HOUSING ELEMENT:

NOTE: A separate report detailing implementation of the Town of Paradise Housing Element was prepared for Planning Commission review and recommended referral to the Town Council at their regularly scheduled April 9th, 2019 meeting. The format and contents of the Housing Element report is dictated by the California Department of Housing and Urban Development and is therefore generated as a stand-alone, but related document.

NOISE ELEMENT:

NP-1	(6-33)	Noise level acoustical analysis	Ongoing implementation as needed.
NP-2	(6-33)	Transportation noise levels	Ongoing implementation as needed.
N-3	(6-33)	Exterior noise levels	Ongoing implementation as needed.
N-4	(6-33)	Noise mitigation measures	Ongoing implementation as needed.
N-5	(6-33)	Acoustical analysis standards	Ongoing implementation as needed.
N-6; 7	(6-33)	Paradise Skypark Airport levels	Ongoing implementation as needed.
NP-8	(6-33)	Preserve quiet residential areas	Ongoing directive.
NP-9	(6-33)	Control obtrusive noise	Ongoing implementation in accordance with noise regulations of Paradise Municipal Code.

NP-10	(6-34)	Development near care facilities	Ongoing implementation as needed.
NI-1; 2	(6-34)	Monitor mitigation compliance	Ongoing implementation as needed.
NI-3	(6-34)	Noise insulation standards	Implemented and ongoing.
NI-4; 5	(6-34)	Review and update noise element	Partial ongoing implementation as required.
NI-6	(6-34)	Improve noise ordinance	Implemented and ongoing (currently merits an update in response to the intensity/magnitude of the cleanup and rebuild efforts).
NI-7	(6-34)	Adopt Airport Land Use Plan	Implemented.

SAFETY ELEMENT:

SP-1	(6-41)	Public service response times	Ongoing implementation as needed.
SP-2	(6-42)	Adequate road improvements	Ongoing implementation as needed.
SP-3	(6-42)	Fire and crime prevention design	Implemented and ongoing.
SP-4	(6-42)	Adequate fire flow	Ongoing implementation at staff level. See LUP-6 and LUP-18.
SP-5	(6-42)	Require brush removal	Implemented and ongoing.
SP-6	(6-42)	Adoption of Uniform Fire Code	Implemented and ongoing.
SP-7	(6-42)	New fire station locations	Implemented and ongoing.
SP-8	(6-42)	SRA fire safety standards	Ongoing directive.
SP-9	(6-42)	Adverse effects of increased runoff	Implemented and ongoing.
SP-10; 11	(6-42)	Development in floodways	Implemented and ongoing.
SP-12	(6-42)	Master Storm Drain Study Plan	Implemented and ongoing.
SP-13	(6-42)	Airport height restriction policy	Ongoing implementation as needed.
SP-14	(6-42)	Detrimental and toxic discharge	Ongoing implementation via regulatory efforts of the Town's Onsite Sanitation Division, the County Dept. of Public Health Services and RWQCB.
SP-15	(6-43)	Projects to minimize soil erosion	Implemented an Erosion and Sediment Control Plan for all development projects in accordance with the Town's Phase II MS4 NPDES General

			Permit issued by the State Water Board.
SP-16	(6-43)	Erosion control on sloped lots	Ongoing implementation as needed.
SP-17	(6-43)	No development on slopes $\geq 30\%$	Ongoing implementation as needed.
SI-1	(6-43)	Standards for adequate fire flow	Implemented and ongoing.
SI-2	(6-43)	Review and amend existing roadway standards	Ongoing directive. Not implemented, lack of resources, staff, etc.
SI-3	(6-43)	Public safety impact fees	Partial funding implemented and ongoing.
SI-4	(6-43)	Public safety service fees	Not implemented at this time due to legal (Prop.218) constraints.
SI-5	(6-43)	Earthquake and fire danger Education for residents	Implemented and ongoing.
SI-6	(6-43)	Enforce UBC (bldg) and UFC (fire)	Implemented and ongoing.
SI-7	(6-43)	Adequate dry brush clearance	Implemented and ongoing.
SI-8	(6-43)	Amend ordinances as necessary to require erosion control	Ongoing and partially implemented.
SI-9	(6-43)	Evaluate and implement the Master Storm Drain Study	Ongoing as opportunities arise and funding sources become available.
SI-10	(6-43)	Adopt Airport Land Use Plan	Implemented.
SI-11	(6-43)	Airport Commission review	Ongoing implementation as needed.
SP-18; 19	(6-45)	Siting of HHW facilities	Functionally implemented and ongoing as a result of establishment and successful operation of the Town's HHW facility.
SP-20; 21	(6-45)	Countywide HHW agreements	Ongoing. See County Hazardous Waste Management Plan.
SP-22	(6-45)	HHW transportation routes	Ongoing. See County Hazardous Waste Management Plan.
SP-23; 24	(6-45)	Siting of collection facilities in the industrial area	Implemented.
SI-12	(6-46)	Develop. to consider HHW Element	Ongoing implementation as needed.
SI-13	(6-46)	Regional facility siting	Ongoing implementation as needed.
SI-14	(6-46)	Hazardous waste data collection	Ongoing implementation as needed.
SI-15	(6-46)	Ordinances compliant with AB 2948	Ongoing implementation as needed.

SI-16	(6-46)	Develop HHW reduction program	Ongoing implementation as needed.
SI-17	(6-46)	Program to manage waste oil	Implemented.
SI-18;19	(6-46)	Develop HHW educational programs	Ongoing implementation as needed.
SI-20	(6-46)	HHW air quality standards	Ongoing and implemented.
SI-21;22	(6-46)	Collection and education programs	Ongoing and implemented.

OPEN SPACE/CONSERVATION ELEMENT:

OCEP-1; 2; 3	(6-49)	Scenic highway corridors	Implemented.
OCEP-4	(6-49)	New billboard size and location restrictions	Implemented and ongoing.
OCEP-5; 6	(6-49)	Protecting scenic view corridors	Ongoing implementation as needed.
OCEI-1	(6-50)	Development standards to maintain Integrity of scenic highway	Implemented via Town adoption of scenic highway zoning regulations.
OCEI-2	(6-50)	Utility locations in gateways	Implemented as needed.
OCEI-3	(6-50)	New billboard regulations	Implemented and ongoing.
OCEP-7	(6-51)	Open space as infill tool	Implemented, ongoing directive.
OCEP-8	(6-51)	Trailways with new development	Ongoing and partially implemented as needed; Yellowstone Kelly Heritage Trailway (formerly Paradise Memorial Trailway) extension completed in 2010 indicates progress.
OCEP-9	(6-51)	Public access to Lookout Point	Implemented and ongoing via Butte County.
OCEP-10	(6-51)	Linear park around trailway	Partially implemented/ongoing via Trailway Plan & recent improvements.
OCEP-11	(6-51)	Work with PRPD for park locations	Implemented and ongoing.
OCEP-12	(6-51)	Work to acquire open space	Ongoing directive.
OCEI-4;	(6-51)	Work with PRPD to develop open space specific plan	The PRPD adopted a revised and updated 15 year District Master Plan during 2010 that will assist in implementation of this directive.

OCEI-5	(6-51)	Park facilities consistent with GP	Implemented and ongoing. Recent Terry Ashe Recreation Center facilities improvements have assisted.
OCEI-6	(6-51)	Expansion of Sphere of Influence	Not implemented due to lack of necessity.
OCEI-7	(6-51)	Open space east of Neal Rd	Partially implemented as an ongoing directive.
OCEP-13	(6-52)	Protect large trees	Ongoing directive and implemented as opportunities afforded.
OCEP-14; 15	(6-52)	Maintenance of natural habitat	Partially implemented and ongoing.
OCEP-16	(6-52)	Protect area fisheries	Partially implemented and ongoing.
OCEP-17	(6-52)	Protect deer herd migration routes	Ongoing directive.
OCEP-18; 19	(6-53)	Protect view sheds	Ongoing and partially implemented.
OCEP-20; 21	(6-53)	Protect neighboring views	Ongoing and partially implemented.
OCEP-22	(6-53)	Underground utilities encouraged	Partially implemented and ongoing. The Town established two new underground utility districts in 2016; one in Downtown Paradise and one just above Neal Road on Skyway.
OCEP-23	(6-53)	Preserve groundwater quality	Implemented and ongoing.
OCEP-24; 25	(6-53)	Protect town's water resources	Implemented and ongoing.
OCEP-26	(6-53)	Keep natural riparian vegetation	Partially implemented and ongoing via case by case analysis.
OCEP-27	(6-53)	Land uses near sensitive lands	Implemented and ongoing.
OCEP-28	(6-53)	Control grading in subdivisions	Implemented and ongoing. Adoption of 2016 California Green Building Standards Code has assisted.
OCEP-29	(6-53)	Golf course operation encouraged	Ongoing directive.
OCEP-30	(6-53)	Grey water usage ordinance	Implemented and ongoing. The Town adopted grey water use regulations in 2014.
OCEP-31	(6-53)	Retention of agricultural lands	Ongoing partial implementation.
OCEP-32; 33	(6-53, 54)	Identify ag and timber lands	Implemented.
OCEP-34; 35	(6-54)	Support programs to recycle	Implemented/ongoing via execution of a solid waste franchise agreement with NRWS.
OCEP-36	(6-54)	Archaeologically sensitive lands	Implemented and ongoing.
OCEI-8	(6-54)	Develop standards for stream and	

		drainage way protection	Implemented and ongoing.
OCEI-9	(6-54)	Low density on sensitive land	Implemented and ongoing.
OCEI-10	(6-54)	Regulations for creek discharges	Implemented and ongoing via RWQCB and the Town's Wastewater Management District.
OCEI-11	(6-54)	Seek grants for reforestation	Partially implemented and ongoing as opportunity affords itself.
OCEI-12	(6-54)	Mitigation for tree removal	Largely implemented via tree ordinance regulations.
OCEI-13	(6-54)	Encourage Arbor Day	Ongoing directive.
OCEI-14	(6-54)	Preserve natural wildlife areas	Implemented and ongoing.
OCEI-15	(6-54)	Undergrounding utilities	Partially implemented and ongoing. See OCEP 22.
OCEI-16	(6-54)	Acquire conservation easements	Not implemented; lack of funding.
OCEI-17	(6-54)	Establish Williamson Act program	Not implemented; lack of local opportunities.
OCEI-18	(6-55)	Compliance with CEQA archaeological impacts	Implemented and ongoing directive.
OCEI-19; 20	(6-55)	Use of qualified archaeologists	Implemented and ongoing.
OCEI-21; 22; 23; 24	(6-55)	Implement recycling programs	Implemented and ongoing. See comments for OCEP-34; 35 and SP-18; 19.
OCEI-25	(6-55)	Eliminate leaf burning	Progress toward implementation has been achieved; Town Council has adopted regulations resulting in a reduction in leaf burning.
OCEI-26	(6-55)	Support water conservation	Partial implementation and ongoing. See note for LUP-6 and LUP-18.
OCEI-27	(6-55)	PRPD impact mitigation program	Implemented and ongoing.
OCEP-37	(6-56)	Cogeneration possibilities	Not implemented; Opportunities for implementation have not been available.
OCEP-38	(6-56)	Support recycling	Implemented.
OCEP-39	(6-56)	Siting of multi-family housing	Ongoing directive.
OCEP-40	(6-56)	Commercial sign design	Implemented by Town-wide Design Standards adopted in 2010.
OCEP-41	(6-57)	Landscape plan standards	Implemented and ongoing.
OCEP-42	(6-57)	Pedestrian and bicycle consideration in new subdivisions	Ongoing and partially implemented on a case by case basis.
OCEP-43	(6-57)	Bike lanes on collector streets	Implemented as opportunities arise.

OCEI-28	(6-57)	Energy conservation partnership	Partially implemented and ongoing.
OCEI-29	(6-57)	Energy conservation ordinance	Functionally implemented though adoption of 2016 Green Building Standards.
OCEI-30	(6-57)	Energy conservation in zoning	Ongoing directive.

EDUCATION AND SOCIAL SERVICES ELEMENT:

SOCIAL SERVICES ELEMENT - (Education and Schools)

ESP-1-7	(6-59)	School siting requirements	Ongoing directives; implemented as opportunities arise.
ESP-8	(6-60)	PUSD review of GP amendments	Ongoing directive.
ESP-9; 10	(6-60)	PUSD considerations for density	Implemented and ongoing.
ESI-1	(6-60)	PUSD to review GP amendments	Implemented and ongoing.
ESI-2	(6-60)	Notify PUSD of Fed or State develop.	Ongoing directives implemented as opportunities arise.
ESI-3; 4	(6-61)	Ongoing review of school sites	Ongoing directives implemented as opportunities arise.
ESI-5	(6-61)	Findings for school capacities	Not implemented. Local school enrollment levels do not appear to warrant current implementation.
ESI-6	(6-61)	PUSD impact mitigation program	Not implemented; prohibited by California State law.

SOCIAL SERVICES ELEMENT - (Senior Services):

ESP-11-13	(6-62)	Needs of the aging and elderly	Partially implemented and ongoing.
ESP-14-16	(6-62)	Help improve senior facilities/svcs	Partially implemented and ongoing.

ESI-7	(6-62)	Work with senior groups	Partially implemented and ongoing but no formally established liaison.
ESI-8; 9	(6-62)	Add Community Services land uses	Implemented.
ESI-10	(6-62)	Alternative means to improve svcs	Partially implemented via federally funded Town housing programs.

SOCIAL SERVICES ELEMENT - (Child Day Care):

ESP-17-19	(6-63)	Large family daycare requirements	Implemented.
ESI-11	(6-63)	Streamline large family daycares	Implemented.

SOCIAL SERVICES ELEMENT - (The Arts)

ESP-20	(6-64)	Encourage art and retail crafts	Partially implemented and ongoing as opportunities are afforded.
ESP-21	(6-64)	Dramatic theater facility siting	Implemented and ongoing.
ESP-22	(6-64)	Add arts program opportunities	Implementation ongoing.
ESP-23	(6-64)	Local arts education program	Partially implemented and ongoing.
ESI-12	(6-64)	Ongoing support of the arts	Partially implemented.
ESI-13	(6-64)	Feasibility of art related incentives	Not being implemented by local government efforts but via private sector (Paradise Ridge Chamber, etc.).
ESI-14	(6-64)	Display local art within Town Hall	Partially implemented and ongoing.
ESP-24	(6-65)	Education on value of library	Limited implementation effort.
ESP-25	(6-65)	Assist in funding library programs	Not implemented. Such opportunities have yet to materialize.
ESP-26	(6-65)	Support offerings of local library	Limited implementation effort.

SOCIAL SERVICES ELEMENT - (Library Services)

ESI-15	(6-65)	TOP and library liaison	Limited implementation effort.
ESI-16	(6-65)	Consolidate library with TOP	Not implemented. No advocacy nor demand for implementation currently exists.

SOCIAL SERVICES ELEMENT - (Activities for Teenagers):

ESP-27; 28	(6-66)	Facilities available for teens	Implemented and ongoing. Boys and Girls Club, PRPD programs/activities contribute greatly.
ESP-29	(6-66)	Solicit teen input	Limited implementation as opportunities are afforded.
ESI-17; 18	(6-66)	Develop avenues for teen input	Implemented as the opportunity arises.
ESI-19	(6-66)	Teens on citizen committees	Limited implementation.

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

Agenda Item: 2(d)

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

Council Action Requested:

Review and file the 3rd Quarter Investment Report for the Fiscal Year Ended June 30, 2019.

Alternatives:

Give alternative direction for investment or reporting.

Background:

Attached is a report on the Town's cash and investments for the quarter ended March 31, 2019.

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

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

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

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

The Town establishes escrow funds at the start of each new lease. The escrow fund is drawn down to zero through the process of purchasing equipment against the lease. Interest is accrued on any unspent escrow balance. The "other" investment type represents these available escrow funds as well as petty cash balances. As of March 31, 2019, there were no available escrow funds.

Discussion

With cash advances from CalOES and insurance, there was a \$11.3 million increase in cash/investment balances as of March 31, 2019 as compared to March 31, 2018. As a reminder nearly \$5 million is not eligible for investment. Further, staff is carefully monitoring cash balances of major funds as certain funds are restricted from “loaning” cash to other funds. For example of the \$12.9 million in cash balances as of March 31, 2019, \$4.5 is the CalOES advance and \$2.9 million is for Business and Housing purposes.

The GASB 45 trust investment managed by SISC experienced a 10.74% return on investment during the 3rd quarter of 2018/19. Long term, SISC has been successful with its allocation model of approximately 60% equity and 40% fixed income.

The Town Treasurer has directed the Trustee, Wells Fargo Bank, to invest the reserve funds of the Pension Obligation Bond in accordance with the Town’s investment policy. The reserve funds are now invested in a Treasury Note that will yield 2.31% over a ten month period. While these investments and balances are not part of the Town’s idle or operating cash, the yield will ultimately lessen the amount the Town will be required to contribute in future debt service payments.

Fiscal Impact Analysis:

Isolating the gain from the GASB 45 trust, the Town earned \$12,291.53 for the quarter ended March 31, 2019. That is compared to \$18,703.89 for the quarter ended March 31, 2018. Again, isolating the GASB 45 return, over 80 basis points less in average yield was realized compared to a year ago because of timing and restrictions in investment. About \$11.3 million more average balances were available.

TOWN OF PARADISE
 QUARTERLY SUMMARY OF INVESTMENTS
 For Quarter Ended March 31, 2019

<u>Investment</u>	<u>Type</u>	<u>For Quarter Ended March 31, 2019</u>			<u>For Quarter Ended March 31, 2018</u>			<u>Net Change</u>
		<u>Yield</u>	<u>Book Value</u>	<u>Market Value*</u>	<u>Yield</u>	<u>Book Value</u>	<u>Market Value*</u>	
US Bank	Checking	0.50%	7,037,551.51	7,037,551.51	0.50%	179,283.73	179,283.73	6,858,267.78
US Bank - Cal OES Advance	Checking	0.00%	4,526,465.29	4,526,465.29	0.00%	-	-	4,526,465.29
Local Agency Investment Fund (LAIF)	Savings	2.39%	1,112,994.03	1,113,157.59	1.43%	4,483,962.52	4,472,923.01	(3,370,968.49)
SISC GASB 45 Trust B	Various	10.74%	210,259.17	210,259.17	-0.37%	135,281.56	135,281.56	74,977.61
Fiscal Agents & Petty Cash	Other	0.00%	1,350.00	1,350.00	0.00%	1,350.00	1,350.00	-
Totals			12,888,620.00	12,888,783.56		4,799,877.81	4,788,838.30	8,088,742.19
Total Quarterly Earnings on accrual basis			32,691.61		18,205.10			
Year-to-Date Earnings (July 1st - March 31st)			31,171.51		40,658.73			

* Market Value determined by LAIF

Reserve Funds Invested

Pension Obligation Bond \$ 1,019,258.76

<u>Issuer</u>	<u>FDIC Number</u>	<u>Yield</u>	<u>Settlement Date</u>	<u>Maturity Date</u>	<u>Type</u>	<u>Investment</u>	<u>Earnings</u>
US Treasury Note	N/A	2.310%	08/08/18	05/31/19	Note	1,019,258.76	19,094.07

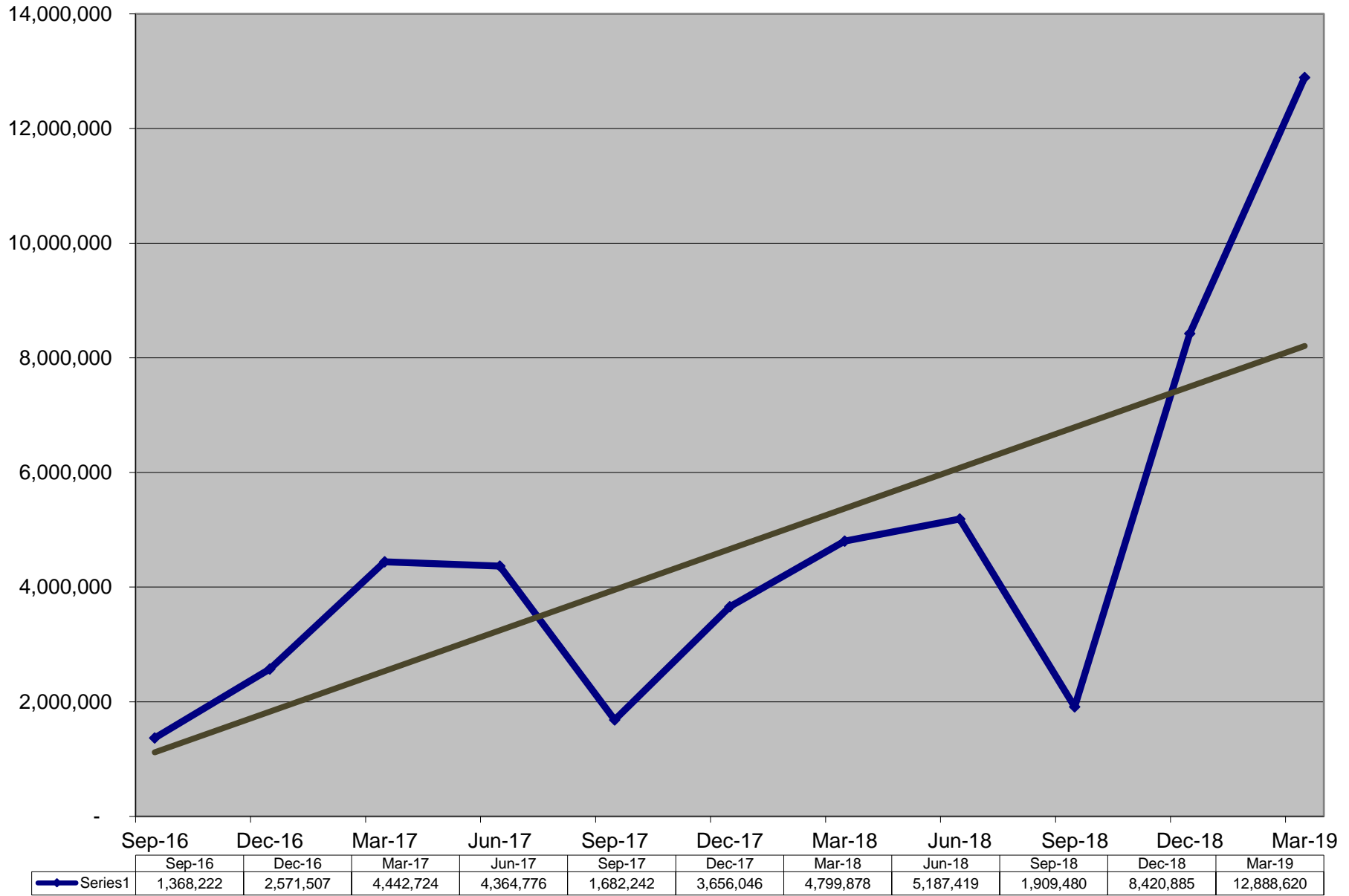
In compliance with the California Code Section 53646; the Treasurer of the Town of Paradise hereby certifies that sufficient investment liquidity and anticipated revenues are available to meet the Town's budgeted expenditure requirements for the next six months.

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

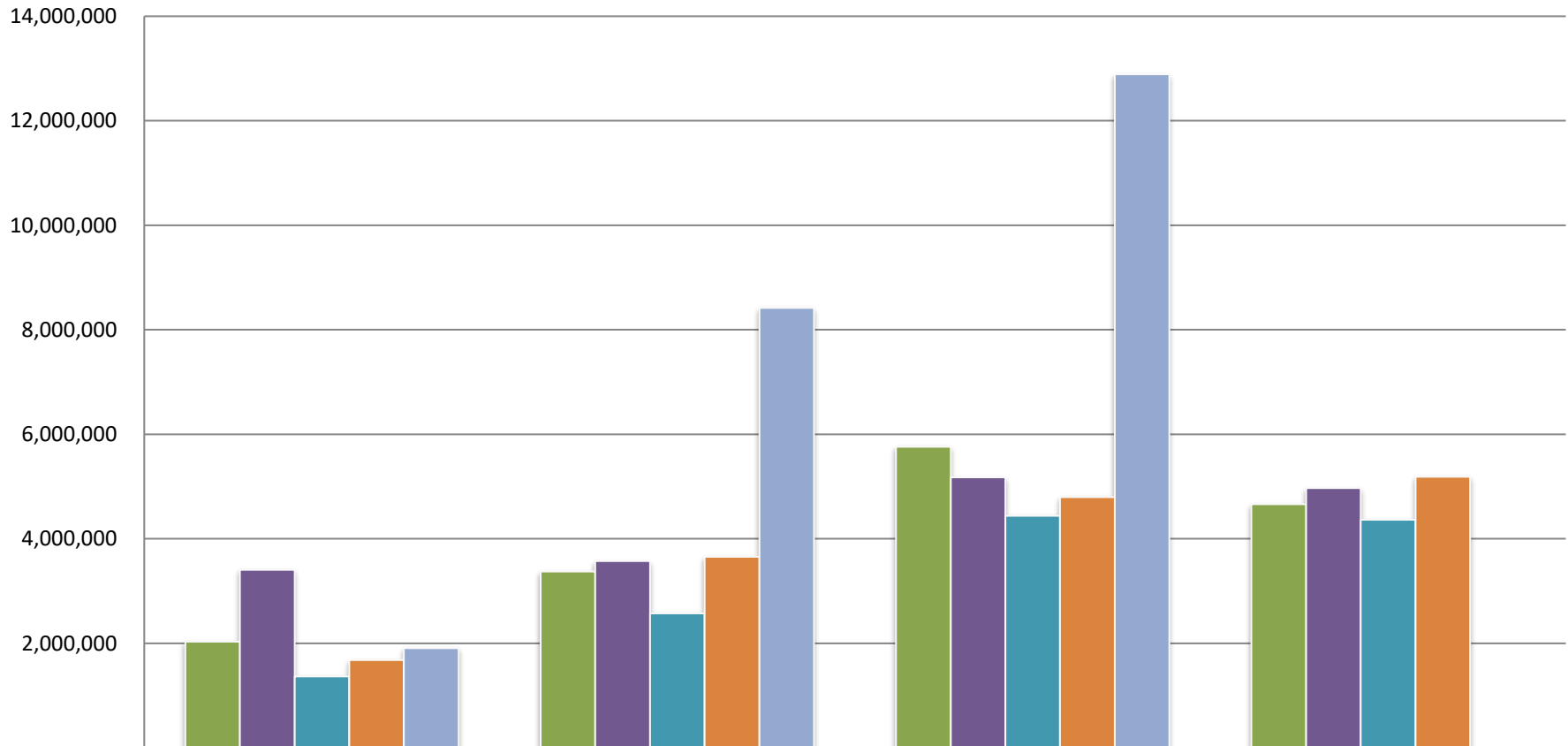
Respectfully submitted,

Gina S. Will
 Finance Director/Town Treasurer

**Town of Paradise
Investment Balances
September 2016 - March 2019**



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



	Sept. 30th	Dec. 31st	March 31st	June 30th
2014/15	2,029,885	3,375,031	5,762,430	4,665,263
2015/16	3,406,433	3,575,188	5,178,404	4,973,367
2016/17	1,368,222	2,571,507	4,442,724	4,364,776
2017/18	1,682,242	3,656,046	4,799,878	5,187,419
2018/19	1,909,480	8,420,885	12,888,620	



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

Agenda Item: 2(e)

Originated by: Gina Will, Administrative Services Director

Reviewed by: Lauren Gill, Town Manager

Subject: Monetary Donations

Council Action Requested:

Accept the various private citizen and business donations offered to the Town of Paradise during the month of June 2019 in the amount of \$535,732.97.

Alternatives:

Do not accept the donations.

Background:

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

Discussion:

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

Fiscal Analysis:

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

Fund	Description	Amount
7810	Fire Department Misc. Donations	500.57
7811	Animal Control Misc. Donations	1,574.05
7815	Camp Fire General Donations	533,658.35
Totals		535,732.97

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



Detail General Ledger Report

G/L Date Range 06/01/19 - 06/30/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	7810.35.0000.3650.100 Donations Private Sources							Balance To Date:	(\$1,202.64)
06/14/2019	2019-00001081	JE	RA	Revenue Collection Payment Post DF.FD.FM - Donation Funds, Fire Department, Fire Depart Misc Donations (Revenue)	Collections			.19	(1,202.83)
Receipt Number	Receipt Batch	Receipt Description			Received From	Payment Date		Amount	Distribution Amount
2019-00001656	2019-00001085				building counter	06/13/2019		13,435.74	(.19)
							Total	\$13,435.74	(\$0.19)
06/17/2019	2019-00001081	JE	RA	Revenue Collection Payment Post DF.FD.FM - Donation Funds, Fire Department, Fire Depart Misc Donations (Revenue)	Collections			.38	(1,203.21)
Receipt Number	Receipt Batch	Receipt Description			Received From	Payment Date		Amount	Distribution Amount
2019-00001658	2019-00001087	ACCELA RECEIPTS			BUIDING/ONSITE COUNTER	06/17/2019		25,216.15	(.38)
							Total	\$25,216.15	(\$0.38)
06/26/2019	2019-00001103	JE	RA	Revenue Collection Payment Post DF.FD.FM - Donation Funds, Fire Department, Fire Depart Misc Donations (Revenue)	Collections			500.00	(1,703.21)
Receipt Number	Receipt Batch	Receipt Description			Received From	Payment Date		Amount	Distribution Amount
2019-00001686	2019-00001120	Fire Department Donation - to use as they wish from Frank Baerti			Baerti, Frank	06/26/2019		500.00	(500.00)
							Total	\$500.00	(\$500.00)
Account Donations Private Sources Totals							\$0.00	\$500.57	(1,703.21)
Program Non Program Activity Totals							\$0.00	\$500.57	
Department Fire Totals							\$0.00	\$500.57	
Fund Fire Dept Misc Donations Totals							\$0.00	\$500.57	
G/L Account Number	7811.30.4540.3650.100 Donations Private Sources							Balance To Date:	(\$20,900.61)
06/01/2019	2019-00001061	JE	RA	Revenue Collection Payment Post	Collections			200.00	(21,100.61)
Receipt Number	Receipt Batch	Receipt Description			Received From	Payment Date		Amount	Distribution Amount
2019-00001613	2019-00001043	Animal Control Activity			Chameleon	06/01/2019		322.30	(200.00)
							Total	\$322.30	(\$200.00)
06/03/2019	2019-00001061	JE	RA	Revenue Collection Payment Post DF.AC.ACTS - Donation Funds, Animal Control, Animal Control T-Shirts (Revenue)	Collections			604.73	(21,705.34)
Receipt Number	Receipt Batch	Receipt Description			Received From	Payment Date		Amount	Distribution Amount
2019-00001616	2019-00001051	Animal Control Activity			Chameleon	06/03/2019		708.61	(604.73)
							Total	\$708.61	(\$604.73)



Detail General Ledger Report

G/L Date Range 06/01/19 - 06/30/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	7811.30.4540.3650.100	Donations Private Sources						Balance To Date:	(\$20,900.61)
06/04/2019	2019-00001061	JE	RA	Revenue Collection Payment Post DF.AC.ACTS - Donation Funds, Animal Control, Animal Control T-Shirts (Revenue)	Collections			1.55	(21,706.89)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
2019-00001619	2019-00001054				building counter	06/04/2019		34,254.31	(1.55)
							Total	\$34,254.31	(\$1.55)
06/04/2019	2019-00001063	JE	RA	Revenue Collection Payment Post	Collections			50.00	(21,756.89)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
2019-00001622	2019-00001060	Animal Control Activity			Chameleon	06/04/2019		50.00	(50.00)
							Total	\$50.00	(\$50.00)
06/05/2019	2019-00001061	JE	RA	Revenue Collection Payment Post	Collections			.66	(21,757.55)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
37296	2019-00001057	Permit#: BP19-00613 Receipt#: 37296 Payee: JIM & COLLEEN CORNERS			JIM & COLLEEN CORNERS	06/05/2019		121.00	(.66)
							Total	\$121.00	(\$0.66)
06/05/2019	2019-00001061	JE	RA	Revenue Collection Payment Post	Collections			.66	(21,758.21)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
37299	2019-00001057	Permit#: BP19-00615 Receipt#: 37299 Payee: LANE CLAUDE P			LANE CLAUDE P	06/05/2019		121.00	(.66)
							Total	\$121.00	(\$0.66)
06/05/2019	2019-00001061	JE	RA	Revenue Collection Payment Post	Collections			.19	(21,758.40)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
37298	2019-00001057	Permit#: OS19-01394 Receipt#: 37298 Payee: GRIGGS BRUCE A			GRIGGS BRUCE A	06/05/2019		282.00	(.19)
							Total	\$282.00	(\$0.19)
06/05/2019	2019-00001061	JE	RA	Revenue Collection Payment Post	Collections			.19	(21,758.59)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
37304	2019-00001057	Permit#: OS19-01397 Receipt#: 37304 Payee: RON ENOS			RON ENOS	06/05/2019		282.00	(.19)
							Total	\$282.00	(\$0.19)
06/05/2019	2019-00001061	JE	RA	Revenue Collection Payment Post	Collections			.19	(21,758.78)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
37305	2019-00001057	Permit#: OS19-01398 Receipt#: 37305 Payee: RON ENOS			RON ENOS	06/05/2019		282.00	(.19)
							Total	\$282.00	(\$0.19)



Detail General Ledger Report

G/L Date Range 06/01/19 - 06/30/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	7811.30.4540.3650.100	Donations Private Sources						Balance To Date:	(\$20,900.61)
06/05/2019	2019-00001061	JE	RA	Revenue Collection Payment Post	Collections			.19	(21,758.97)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
37307	2019-00001057	Permit#: OS19-01399 Receipt#: 37307 Payee: RON ENOS			RON ENOS	06/05/2019		282.00	(.19)
							Total	\$282.00	(\$0.19)
06/05/2019	2019-00001061	JE	RA	Revenue Collection Payment Post	Collections			.48	(21,759.45)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
37328	2019-00001057	Permit#: OS19-01403 Receipt#: 37328 Payee: WALBERG INC			WALBERG INC	06/05/2019		81.00	(.48)
							Total	\$81.00	(\$0.48)
06/05/2019	2019-00001063	JE	RA	Revenue Collection Payment Post	Collections			75.00	(21,834.45)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
2019-00001623	2019-00001061	Animal Control Activity			Chameleon	06/05/2019		105.00	(75.00)
							Total	\$105.00	(\$75.00)
06/06/2019	2019-00001063	JE	RA	Revenue Collection Payment Post DF.AC.ACTS - Donation Funds, Animal Control, Animal Control T-Shirts (Revenue)	Collections			2.31	(21,836.76)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
2019-00001629	2019-00001064				building counter	06/06/2019		26,057.02	(2.31)
							Total	\$26,057.02	(\$2.31)
06/07/2019	2019-00001074	JE	RA	Revenue Collection Payment Post	Collections			300.00	(22,136.76)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
2019-00001628	2019-00001063	Animal Control Activity			Chameleon	06/07/2019		300.00	(300.00)
							Total	\$300.00	(\$300.00)
06/08/2019	2019-00001074	JE	RA	Revenue Collection Payment Post	Collections			250.00	(22,386.76)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
2019-00001640	2019-00001070	Animal Control Activity			Chameleon	06/08/2019		280.00	(250.00)
							Total	\$280.00	(\$250.00)
06/10/2019	2019-00001063	JE	RA	Revenue Collection Payment Post DF.AC.ACTS - Donation Funds, Animal Control, Animal Control T-Shirts (Revenue)	Collections			.19	(22,386.95)
<i>Receipt Number</i>	<i>Receipt Batch</i>	<i>Receipt Description</i>			<i>Received From</i>	<i>Payment Date</i>		<i>Amount</i>	<i>Distribution Amount</i>
2019-00001634	2019-00001067				building counter	06/10/2019		27,414.56	(.19)
							Total	\$27,414.56	(\$0.19)



Detail General Ledger Report

G/L Date Range 06/01/19 - 06/30/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	7811.30.4540.3650.100 Donations Private Sources							Balance To Date:	(\$20,900.61)
06/12/2019	2019-00001074	JE	RA	Revenue Collection Payment Post	Collections			.19	(22,387.14)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
37431	2019-00001080	Permit#: OS19-01494 Receipt#: 37431 Payee: DOBRICH			DOBRICH		06/12/2019	282.00	(.19)
							Total	\$282.00	(\$0.19)
06/12/2019	2019-00001074	JE	RA	Revenue Collection Payment Post	Collections			.66	(22,387.80)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
37461	2019-00001080	Permit#: OS19-01500 Receipt#: 37461 Payee: BLANTON KENNETH			BLANTON KENNETH		06/12/2019	285.00	(.66)
							Total	\$285.00	(\$0.66)
06/14/2019	2019-00001081	JE	RA	Revenue Collection Payment Post DF.AC.ACTS - Donation Funds, Animal Control, Animal Control T-Shirts (Revenue)	Collections			.46	(22,388.26)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
2019-00001656	2019-00001085				building counter		06/13/2019	13,435.74	(.46)
							Total	\$13,435.74	(\$0.46)
06/15/2019	2019-00001088	JE	RA	Revenue Collection Payment Post	Collections			7.00	(22,395.26)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
2019-00001663	2019-00001091	Animal Control Activity			Chameleon		06/15/2019	30.00	(7.00)
							Total	\$30.00	(\$7.00)
06/18/2019	2019-00001088	JE	RA	Revenue Collection Payment Post	Collections			.01	(22,395.27)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
37573	2019-00001103	Permit#: BP19-00487 Receipt#: 37573 Payee: BRET WAYLAND			BRET WAYLAND		06/18/2019	2,011.78	(.01)
							Total	\$2,011.78	(\$0.01)
06/18/2019	2019-00001088	JE	RA	Revenue Collection Payment Post	Collections			.19	(22,395.46)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
37567	2019-00001103	Permit#: OS19-01592 Receipt#: 37567 Payee: MATT THOMPSON			MATT THOMPSON		06/18/2019	282.00	(.19)
							Total	\$282.00	(\$0.19)
06/18/2019	2019-00001088	JE	RA	Revenue Collection Payment Post	Collections			.66	(22,396.12)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
37574	2019-00001103	Permit#: OS19-01597 Receipt#: 37574 Payee: WALBERG INC			WALBERG INC		06/18/2019	285.00	(.66)
							Total	\$285.00	(\$0.66)



Detail General Ledger Report

G/L Date Range 06/01/19 - 06/30/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	7811.30.4540.3650.100 Donations Private Sources							Balance To Date:	(\$20,900.61)
06/18/2019	2019-00001088	JE	RA	Revenue Collection Payment Post	Collections			.19	(22,396.31)
Receipt Number	Receipt Batch	Receipt Description		Received From		Payment Date	Amount	Distribution Amount	
37577	2019-00001103	Permit#: OS19-01598 Receipt#: 37577 Payee: WALBERG INC		WALBERG INC		06/18/2019	282.00	(.19)	
Total							\$282.00	(\$0.19)	
06/18/2019	2019-00001088	JE	RA	Revenue Collection Payment Post	Collections			.19	(22,396.50)
Receipt Number	Receipt Batch	Receipt Description		Received From		Payment Date	Amount	Distribution Amount	
37576	2019-00001103	Permit#: OS19-01599 Receipt#: 37576 Payee: WALBERG INC		WALBERG INC		06/18/2019	282.00	(.19)	
Total							\$282.00	(\$0.19)	
06/18/2019	2019-00001088	JE	RA	Revenue Collection Payment Post	Collections			.03	(22,396.53)
Receipt Number	Receipt Batch	Receipt Description		Received From		Payment Date	Amount	Distribution Amount	
37570	2019-00001103	Permit#: PL19-00026 Receipt#: 37570 Payee: LEONARD CINO		LEONARD CINO		06/18/2019	175.00	(.03)	
Total							\$175.00	(\$0.03)	
06/19/2019	2019-00001103	JE	RA	Revenue Collection Payment Post	Collections			20.00	(22,416.53)
Receipt Number	Receipt Batch	Receipt Description		Received From		Payment Date	Amount	Distribution Amount	
2019-00001673	2019-00001108	Animal Control Activity		Chameleon		06/19/2019	110.00	(20.00)	
Total							\$110.00	(\$20.00)	
06/20/2019	2019-00001103	JE	RA	Revenue Collection Payment Post	Collections			15.00	(22,431.53)
Receipt Number	Receipt Batch	Receipt Description		Received From		Payment Date	Amount	Distribution Amount	
2019-00001680	2019-00001111	Animal Control Activity		Chameleon		06/20/2019	128.00	(15.00)	
Total							\$128.00	(\$15.00)	
06/20/2019	2019-00001103	JE	RA	Revenue Collection Payment Post	Collections			.66	(22,432.19)
Receipt Number	Receipt Batch	Receipt Description		Received From		Payment Date	Amount	Distribution Amount	
37620	2019-00001112	Permit#: OS19-01642 Receipt#: 37620 Payee: MARSH DAMARA K		MARSH DAMARA K		06/20/2019	285.00	(.66)	
Total							\$285.00	(\$0.66)	
06/20/2019	2019-00001103	JE	RA	Revenue Collection Payment Post	Collections			.19	(22,432.38)
Receipt Number	Receipt Batch	Receipt Description		Received From		Payment Date	Amount	Distribution Amount	
37626	2019-00001112	Permit#: OS19-01646 Receipt#: 37626 Payee: DAVID ANDERSON		DAVID ANDERSON		06/20/2019	192.89	(.19)	
Total							\$192.89	(\$0.19)	



Detail General Ledger Report

G/L Date Range 06/01/19 - 06/30/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	7811.30.4540.3650.100 Donations Private Sources							Balance To Date:	(\$20,900.61)
06/20/2019	2019-00001103	JE	RA	Revenue Collection Payment Post	Collections			.19	(22,432.57)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
37635	2019-00001112	Permit#: OS19-01648 Receipt#: 37635 Payee: RON ENOS			RON ENOS		06/20/2019	282.00	(.19)
Total							\$282.00		(\$0.19)
06/25/2019	2019-00001103	JE	RA	Revenue Collection Payment Post	Collections			.19	(22,432.76)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
37694	2019-00001119	Permit#: OS19-01723 Receipt#: 37694 Payee: STEVE DOBRICH			STEVE DOBRICH		06/25/2019	282.00	(.19)
Total							\$282.00		(\$0.19)
06/25/2019	2019-00001103	JE	RA	Revenue Collection Payment Post	Collections			.19	(22,432.95)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
37708	2019-00001119	Permit#: OS19-01731 Receipt#: 37708 Payee: RON ENOS			RON ENOS		06/25/2019	282.00	(.19)
Total							\$282.00		(\$0.19)
06/25/2019	2019-00001125	JE	RA	Revenue Collection Payment Post	Collections			40.00	(22,472.95)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
2019-00001691	2019-00001123	Animal Control Activity			Chameleon		06/25/2019	142.30	(40.00)
Total							\$142.30		(\$40.00)
06/26/2019	2019-00001125	JE	RA	Revenue Collection Payment Post	Collections			.19	(22,473.14)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
37718	2019-00001124	Permit#: OS19-01748 Receipt#: 37718 Payee: STAN KOLACZ			STAN KOLACZ		06/26/2019	282.00	(.19)
Total							\$282.00		(\$0.19)
06/26/2019	2019-00001125	JE	RA	Revenue Collection Payment Post	Collections			.48	(22,473.62)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
37722	2019-00001124	Permit#: OS19-01751 Receipt#: 37722 Payee: RON ENOS			RON ENOS		06/26/2019	81.00	(.48)
Total							\$81.00		(\$0.48)
06/26/2019	2019-00001125	JE	RA	Revenue Collection Payment Post	Collections			.19	(22,473.81)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
37723	2019-00001124	Permit#: OS19-01752 Receipt#: 37723 Payee: RON ENOS			RON ENOS		06/26/2019	282.00	(.19)
Total							\$282.00		(\$0.19)



Detail General Ledger Report

G/L Date Range 06/01/19 - 06/30/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	7815.00.0000.3690.100 Donations - Camp Fire 2018 Miscellaneous							Balance To Date:	(\$556,275.27)
06/12/2019	2019-00001074	JE	RA	Revenue Collection Payment Post EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018 (Revenue)	Collections			2.25	(601,433.62)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
2019-00001651	2019-00001075	Donation for Meas C sales tax for purchases made outside of TOP from Ward Habriel			Habriel, Ward		06/12/2019	2.25	(2.25)
							Total	\$2.25	(\$2.25)
06/18/2019	2019-00001081	JE	RA	Revenue Collection Payment Post SP.Plan and Vision - Special Projects, Community Planning and Vision Foundation Grant Camp Fire 2018 (Revenue)	Collections			338,500.00	(939,933.62)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
2019-00001661	2019-00001090	Grant 10131:Sierra Nevada Brewing Co, Grant 10132 NVCF for UDA Paradise Recovery Contract			North Valley Community Foundation		06/18/2019	338,500.00	(338,500.00)
							Total	\$338,500.00	(\$338,500.00)
06/26/2019	2019-00001103	JE	RA	Revenue Collection Payment Post SP.Recovery Mgr - Special Projects, Recovery Manager Position (Revenue)	Collections			150,000.00	(1,089,933.62)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
2019-00001685	2019-00001120	Camp Fire Relief Assistance - Recovery Manager Position from Golden Valley Bank Community Foundation			Golden Valley Bank Comm Foundation		06/26/2019	150,000.00	(150,000.00)
							Total	\$150,000.00	(\$150,000.00)
Account Donations - Camp Fire 2018 Miscellaneous Totals							\$0.00	\$533,658.35	(\$1,089,933.62)
Program Non Program Activity Totals							\$0.00	\$533,658.35	
Department Non Department Activity Totals							\$0.00	\$533,658.35	
Fund General Miscellaneous Donations Totals							\$0.00	\$533,658.35	
Grand Totals							\$0.00	\$535,732.97	



Detail General Ledger Report

G/L Date Range 06/01/19 - 06/30/19

Include Sub Ledger Detail

Exclude Accounts with No Activity

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number	7811.30.4540.3650.100 Donations Private Sources							Balance To Date:	(\$20,900.61)
06/27/2019	2019-00001135	JE	RA	Revenue Collection Payment Post	Collections			.66	(22,474.47)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
37755	2019-00001133	Permit#: OS19-01774 Receipt#: 37755 Payee: KLUMP WILLIAM E			KLUMP WILLIAM E		06/27/2019	285.00	(.66)
Total								\$285.00	(\$0.66)
06/27/2019	2019-00001135	JE	RA	Revenue Collection Payment Post	Collections			.19	(22,474.66)
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
37756	2019-00001133	Permit#: OS19-01775 Receipt#: 37756 Payee: KLUMP WILLIAM E			KLUMP WILLIAM E		06/27/2019	282.00	(.19)
Total								\$282.00	(\$0.19)
Account Donations Private Sources Totals							\$0.00	\$1,574.05	(\$22,474.66)
Program Police - Animal Control Totals							\$0.00	\$1,574.05	
Department Police Totals							\$0.00	\$1,574.05	
Fund Animal Control Misc Donations Totals							\$0.00	\$1,574.05	
G/L Account Number	7815.00.0000.3690.100 Donations - Camp Fire 2018 Miscellaneous							Balance To Date:	(\$556,275.27)
06/06/2019	2019-00001061	JE	RA	Revenue Collection Payment Post	Collections			1,000.00	(557,275.27)
				EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018 (Revenue)					
Receipt Number	Receipt Batch	Receipt Description			Received From		Payment Date	Amount	Distribution Amount
2019-00001625	2019-00001062	Additional Donation from City of Woodland Hills			City of Woodland Hills		06/06/2019	1,000.00	(1,000.00)
Total								\$1,000.00	(\$1,000.00)
06/11/2019	2019-00001020	JE	GL	Comcast 2 months internet donation PD, FD & TH	Gina			1,151.10	(558,426.37)
				EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018					
06/11/2019	2019-00001020	JE	GL	North Bay Pensions 2018/19 OPEB Actuarial Report	Gina			2,500.00	(560,926.37)
				EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018 (Revenue)					
06/11/2019	2019-00001020	JE	GL	Quincy Compressor air compressor donation for FD 82	Gina			4,500.00	(565,426.37)
				EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018 (Revenue)					
06/11/2019	2019-00001020	JE	GL	Sun Ridge Systems - donation annual RIMS maint 2/22/19 - 2/21/20	Gina			36,005.00	(601,431.37)
				EOC.Camp Fire 2018 - EOC Incidents, Camp Fire 2018					



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

Agenda Item: 6(a)

Originated by: Colette Curtis, Administrative Analyst II

Reviewed By: Lauren Gill, Town Manager

Subject: Authorize the Town Manager to enter into a Town of Paradise Flag License Agreement.

Council Action Requested:

1. Authorize the Town Manager to enter into a Town of Paradise Flag License Agreement.

Background:

Several years ago, the Town of Paradise held a contest for local artists to create a Town of Paradise Flag. The design submitted by artist Glenn Harrington was ultimately chosen. On August 14, 2017 the Town Council adopted Ordinance No. 468 designating the design created by Glenn Harrington as the official flag for the Town of Paradise.

Discussion:

After the Camp Fire several community groups expressed interest in utilizing the Town Flag. The Town Attorney has drafted a license agreement which would allow a licensee to reproduce and distribute images of the Town Flag. They may not however, assign any rights to or use the Town flag for any other purposes or alter the appearance of the flag.

Staff recommends Council authorize the Town Manager to enter into a license agreement with community groups or other organizations in the future.

Fiscal Impact Analysis:

There is no fiscal impact for this item, as all activity will be undertaken by the licensee.

Council Action Advised by August 30, 2019



June 10, 2019

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 16 - 18, Long Beach

The League's 2019 Annual Conference is scheduled for October 16 – 18 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, October 18, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, October 4. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, October 16, 8:00 a.m. – 6:00 p.m.; Thursday, October 17, 7:00 a.m. – 4:00 p.m.; and Friday, October 18, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Friday, October 4. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2019 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, October 4, 2019. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____

Date _____ Phone _____

(circle one)

(signature)

Please complete and return by Friday, October 4, 2019

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254

**TOWN OF PARADISE
RESOLUTION NO. 19-14**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARADISE
ACCEPTING AND APPROVING THE BANK OF AMERICA
DONATION AGREEMENT**

WHEREAS, the Bank of America has offered to donate its real property at 6295 Skyway, Paradise, California to the Town of Paradise; and

WHEREAS, the Town Council wishes to accept the Bank of America donation.

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

Section 1. The Town Council accepts the Bank of America donation relating to the real property located at 6295 Skyway, Paradise, California (Property).

Section 2. The Mayor is authorized to execute the Bank of America Donation Agreement attached as Exhibit A.

Section 3. The Town Manager and Town Attorney are authorized to take any actions necessary to close escrow, accept and consent to the recordation of the deed relating to the transfer of the Property to the Town of Paradise.

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

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

NOES: None

ABSENT: None

ABSTAIN: None



Jody Jones, Mayor

ATTEST: *July 9, 2019*

APPROVED AS TO FORM:

Dina Volenski, CMC, Town Clerk

Dwight L. Moore, Town Attorney

EXHIBIT A

Name of Property: Paradise
MH Property ID#: CA1-135
Address: 6295 Skyway, Paradise, California 95969-4534
County and State: Butte County, California

REAL ESTATE DONATION AGREEMENT

THIS REAL ESTATE DONATION AGREEMENT (this "Agreement") is made between **BANK OF AMERICA, NATIONAL ASSOCIATION**, a national banking association ("Grantor"), and **TOWN OF PARADISE**, a California municipal corporation ("Grantee").

In consideration of the mutual covenants herein contained, Grantor and Grantee agree as follows:

1. ACQUISITION AND DISPOSITION

1.1 Disposition. Subject to the terms and conditions of this Agreement, Grantor hereby agrees to transfer and convey to Grantee, and Grantee hereby agrees to acquire from Grantor, the following described property (herein called the "Property"):

(a) Land. That certain tract of land (the "Land") more particularly described on Exhibit A, attached hereto and incorporated herein by reference together with all improvements, if any, located thereon;

(b) Easements. All easements, if any, benefiting the Land;

(c) Rights and Appurtenances. All rights and appurtenances pertaining to the foregoing, if any, including any right, title and interest of Grantor, if any, in and to adjacent streets, alleys or rights-of-way;

(d) Improvements. All improvements (the "Improvements") in and on the Land; and

(e) Tangible Personal Property. Subject to the provisions of Section 7.2 and Section 7.3 hereinafter, all of Grantor's right, title and interest in all appliances, fixtures, equipment, machinery, furniture, carpet, drapes and other personal property, if any, owned by Grantor and located on or about the Land and the Improvements not removed by Grantor by Closing (as defined in Section 6.1 below).

2. CONSIDERATION

2.1 Consideration. The consideration (the "Consideration") for the Property shall be for the assumption of the liabilities of the Property as set forth below, and not for a monetary purchase price. Grantor and Grantee each hereby recognizes and acknowledges that the consideration is not equal to the full market value ("Full Market Value") of the Property. The consideration is discounted in recognition of Grantee's status as a California municipal corporation, and it is Grantor's intention to recognize this benefit as a contribution to a qualified organization to the extent allowable by law or regulation. The appraised Full Market Value of the Property is \$510,000.00. By Closing, Grantee agrees that it automatically assumes and takes responsibility and liability for the following: (a) any and all liabilities attributable to the Property to the extent that the same arise or accrue on or after the Closing and are attributable to events or circumstances which arise or occur on or after the Closing; and (b) except for Pre-Closing Claims (as defined below), any and all liabilities with respect to the structural, physical or environmental condition of the Property, whether such liabilities are latent or patent, whether the same arise or accrue before, on or

after the Closing, and whether the same are attributable to events or circumstances which may arise or occur before, on or after the Closing, including, without limitation, all environmental liabilities (notwithstanding the foregoing, any tort or damage claims brought with respect to such Liabilities, to the extent that the same arises or accrues as a result of an injury that occurred prior to Closing, shall not be assumed by Grantee as a result of this clause (b) unless the same are caused by the acts or omissions of Grantee or any agents thereof; such claims are herein defined as "Pre-Closing Claims"; as an example, a slip-and-fall accident not caused by Grantee or its agents occurring prior to Closing would not be an assumed liability).

3. CLOSING AGENT

3.1 Closing Agent. The closing agent and escrow agent for this transaction shall be FIRST AMERICAN TITLE INSURANCE COMPANY (the "Escrow Agent"), as escrow agent, at 201 South College Street, Suite 1440, Charlotte, NC 28244, Attention: Peggy Hey, Sarah C. Palmer and Alicia K. Otten (Re: Title File CS-401470-591-KCTY), 704.405.3208, 704.405.3207 and 704.376.3503, phey@firstam.com, spalmer@firstam.com, and aotten@firstam.com. Any funds held by Escrow Agent shall be held in accordance with the Escrow Agreement Terms attached to this Agreement as Exhibit B.

4. CONDITIONS TO CLOSING

4.1 Title Commitment, Survey and Phase I.

(a) Prior to the execution of this Agreement, Grantor has delivered or made available to Grantee for Grantee's review, among other items, (i) a commitment for title insurance (the "Title Commitment") for an Owner's Policy of Title Insurance issued by First American Title Insurance Company (the "Title Company"); (ii) a survey of the Property (the "Survey"); and (iii) a Phase I environmental site assessment ("Phase I").

(b) Grantor shall deliver to Grantee within thirty (30) days after full execution of this Agreement for the Property, (i) if Grantee desires to purchase an Owner's Policy of Title Insurance and desires to incur further costs (beyond those set forth in Section 6.4) with respect thereto, an endorsement or its equivalent to the Title Commitment (the "Endorsement"), naming Grantee as the insured and updating the effective date of the Title Commitment; (ii) a Survey certified to Grantee and updating the effective date of the Survey, if required by the Title Company, but only if Grantee desires such update and desires to incur further costs (beyond those set forth in Section 6.4) with respect thereto, if any; and (iii) a certificate certifying the Phase I to Grantee (in the event such a certificate is available from the environmental consultant). Grantee shall be required to accept title insurance from Grantor's Title Company and title agent, and by execution of this Agreement, Grantee agrees that said title agent shall close the transaction contemplated by this Agreement.

(c) The conveyance of the Property shall be subject to certain Permitted Exceptions. The term "Permitted Exceptions", as used herein, shall mean (i) the title exceptions listed in Schedule B of the Title Commitment, (ii) any general exceptions and exclusions contained in the standard owner's policy of the Title Company that are not deleted pursuant to the Owner's Affidavit, and (iii) the exceptions listed on Exhibit C hereto.

(d) Grantor shall deliver to Grantee within ten (10) days after full execution of this Agreement a copy of the Commercial Real Property Owner's Guide to Earthquake Safety (including whether or not the Property is situated in a Special Study Zone as designated under the Alquist-Priolo Special Earthquake Studies Zone Act, which may subject construction or development of the Property to the findings of an acceptable geologic report).

4.2 Inspection. Prior to the execution of this Agreement, Grantee has had the opportunity to tour the Property and make personal inspection thereof. In addition, upon forty-eight (48) hours prior request, Grantee may inspect the Property at any reasonable time on or before thirty (30) days after the date of this Agreement (the "Inspection Period") for the purpose of conducting such further investigations and inspections as Grantee shall deem appropriate, including but not limited to obtaining geotechnical reports and obtaining building reports, but excluding any Phase II environmental site assessment without Grantor's express written consent, which may be withheld in Grantor's sole discretion. Grantee acknowledges that the Property is comprised of operating banking centers and agrees that Grantee must be accompanied by a representative of Grantor when inspecting the Property and that certain inspections must occur after business hours. Grantee may Terminate this Agreement by notifying Grantor in writing prior to the expiration of the Inspection Period, for any reason in Grantee's sole discretion. As used herein, "Terminate" shall mean the termination of this Agreement, by Grantee or Grantor as applicable as expressly set forth in this Agreement, in which event thereafter neither party hereto shall thereafter have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. In the event Grantee does not give such notification to Grantor in writing prior to the expiration of the Inspection Period, Grantee shall be deemed conclusively to have waived its termination rights under this Section 4.2. Grantee shall bear the cost of all such inspections and investigations of the Property. Grantee shall be liable for all costs and expenses, and for damages or injury to any person or property resulting from any inspection, and Grantee shall indemnify and hold harmless Grantor from any liability, claims or expenses (including, without limitation, construction liens and/or reasonable attorneys' fees) resulting therefrom. The obligations of Grantee set forth in this Section 4.2 shall survive Closing or the termination of this Agreement, as applicable.

4.3 Confidentiality. Subject to the California Public Records Act, commencing at Government Code Section 6250, all information provided by Grantor to Grantee or obtained by Grantee relating to the Property in the course of its review, including, without limitation, any environmental assessment or audit, shall be treated as confidential information by Grantee and Grantee shall instruct all of its employees, agents, representatives and contractors as to the confidentiality of all such information. Grantee will not, except with the express prior written consent of Grantor, directly or indirectly, (a) disclose or permit the disclosure of any information to any person or entity, except persons who are bound to observe the terms hereof, or (b) use or permit the use of all information pertaining to the Property (1) in any way detrimental to the Grantor or (2) for any purpose other than evaluating the contemplated acquisition of the Property. Grantee agrees, that if the closing does not occur, Grantee will promptly return to the Grantor or its authorized agent all written or tangible information pertaining to the Property, including all copies or extracts thereof, and all notes based upon the information. Neither the Grantor, nor any of its officers, directors, employees, agents or representatives, shall be deemed to make or have made any representation or warranty as to the accuracy or completeness of any information pertaining to the Property or whether or not the information provided constitutes all of the information available to the Grantor; and neither the Grantor nor any of its officers, directors, employees, representatives or agents shall have any liability resulting from Grantee's use of any information pertaining to the Property. Notwithstanding anything to the contrary set forth in this Agreement, the obligations of Grantee set forth in this Section 4.3 shall survive the Closing or the termination of this Agreement, as applicable.

4.4 Termination. If this Agreement is Terminated pursuant to Section 4.2 above, neither party shall have any further obligations under this Agreement except with respect to the obligations specified in Section 4.2, Section 4.3, this Section 4.4 and Section 8.2. Grantee shall, within ten (10) days of such termination or any other termination, deliver to Grantor copies of the Title Commitments, Surveys, and any updates, all feasibility studies, engineering reports, environmental reports and all other information obtained by Grantee with respect to the Property. The obligations of Grantee set forth in this Section 4.4 shall survive termination of this Agreement.

5. NO REPRESENTATIONS OR WARRANTIES BY GRANTOR;
ACCEPTANCE OF PROPERTY; COVENANTS BY GRANTOR

5.1 Disclaimer. GRANTEE ACKNOWLEDGES AND AGREES THAT NEITHER GRANTOR NOR ITS AGENTS HAVE MADE AND DO NOT MAKE, AND GRANTOR AND ITS AGENTS SPECIFICALLY NEGATE AND DISCLAIM, ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THE DEED, AS DEFINED BELOW), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY OR THE OPERATION THEREOF, INCLUDING, BUT NOT LIMITED TO, ANY APPLIANCES, FIXTURES, EQUIPMENT, MACHINERY, FURNITURE, VAULTS AND VAULT DOORS (IF ANY ARE SO LOCATED IN THE PROPERTY), OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR AND ITS AGENTS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE, CALIFORNIA HEALTH & SAFETY CODE, ZONING OR DEVELOPMENT OF REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED BELOW), MOLD OR MILDEW. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR OR ITS AGENTS AND AT THE CLOSING AGREES TO ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR AND/OR GRANTOR'S AGENTS (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY, MOLD OR MILDEW. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT NEITHER GRANTOR NOR ITS AGENTS HAVE MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTOR AND ITS AGENTS ARE NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DISPOSITION OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE TERMS OF THIS TRANSACTION HAVE BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY

GRANTOR AND ACQUIRED BY GRANTEE SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION 5.1 SHALL SURVIVE THE CLOSING.

5.2 Hazardous Materials. "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

5.3 Environmental Requirements. Environmental Requirements shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

5.4 Environmental Risks. Grantee acknowledges that there are, or may be, certain environmental issues and/or risks with respect to the Property.

5.5 Indemnity. Grantee hereby expressly acknowledges that from and after the Closing, Grantee shall be responsible and liable for the proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Property or in the Improvements in accordance with all Environmental Requirements, including the regulations at 40 C.F.R. Section 61 as authorized under the Clean Air Act and all regulations promulgated or to be promulgated under all other applicable local, state or federal laws, rules or regulations, as same may be amended from time to time. Furthermore, from and after Closing, Grantee shall indemnify and hold Grantor harmless from and against any and all claims, costs, damages or other liability, including attorney's fees, incurred by Grantor as a result of any Hazardous Materials being located now or previously on the Property or in the Improvements or as a result of Grantee's failure to comply with the requirements of this Section in connection with Grantee's proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Property or in the Improvements. This Section shall survive the Closing of this Agreement.

5.6 Release. Grantee, on behalf of itself and its heirs, successors and assigns hereby waives, releases, acquits and forever discharges Grantor, its officers, directors, shareholders, employees, agents, attorneys, brokers, property managers, representatives, and any other persons acting on behalf of Grantor and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known

or unknown, foreseen or unforeseen, which Grantee or any of its heirs, successors or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present, or future physical characteristic or condition of the Property or the Improvements (including, but not limited to, any vault that may be located in the Property and the access and operation of any such vault and the door(s) thereof, including any keys or codes with respect thereto obtained by Grantee), including, without limitation, any Hazardous Materials in, at, on, under or related to the Property or the Improvements, or any violation or potential violation of any Environmental Requirement applicable thereto. Notwithstanding anything to the contrary set forth herein, this Section shall survive the Closing or termination of this Agreement.

THIS RELEASE INCLUDES CLAIMS OF WHICH GRANTEE IS PRESENTLY UNAWARE OR WHICH GRANTEE DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY GRANTEE, WOULD MATERIALLY AFFECT GRANTEE'S RELEASE TO GRANTOR. GRANTEE SPECIFICALLY WAIVES THE PROVISION OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Grantor's initials _____ Grantee's initials _____

Notwithstanding anything to the contrary set forth herein, this release shall survive the Closing or termination of this Agreement.

5.7 Natural Hazard Disclosures. Grantee hereby waives any obligation of Grantor to deliver a report detailing the natural hazards affecting the Property prepared by an independent third party pursuant to California Civil Code Sec. 1102.4. Grantor shall make the natural hazard disclosures pursuant to California Government Code Sections 8589.3, 8589.4 and 8589.5, and California Public Resources Code Sections 2621.9, 2694 and 4136.

6. CLOSING

6.1 Closing. The closing (the "Closing") shall be held on a date determined by Grantor (the "Closing Date"), which shall not be later than (i) thirty (30) days after the banking center located on the Property has closed for business or (ii) thirty (30) days after the expiration of the Inspection Period (the "Closing Deadline"), provided Grantor shall have the right to extend the Closing Deadline for up to an additional thirty (30) days. The Closing shall be held in escrow by delivering all documents and closing costs to the Escrow Agent, or its designee, on or before the Closing Deadline, unless the parties mutually agree upon another time or date.

6.2 Possession. Possession of the Property shall be delivered to Grantee upon Closing, subject to the Permitted Exceptions.

6.3 Proration: Taxes. At Closing, pro-rations of income and expense and the apportionment of taxes shall be as follows:

(a) All prorations of income, expense and taxes shall be made as of midnight of the day prior to the Closing. Taxes shall be prorated based upon the maximum allowable discount and other applicable exemptions. If the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation based upon the maximum allowable discount and other applicable

exemptions. Subsequent to the Closing, when the tax rate and the assessed valuation of the Property is fixed for the year in which the Closing occurs, the parties agree that there shall be no post-closing adjustment of the tax proration. If the Property is not assessed as a separate parcel for tax or assessment purposes, then such taxes and assessments attributable to the Property shall be determined by Grantor in its reasonable discretion. If, as of the Closing, the Property is not being treated as a separate tax parcel, then Grantee shall, at its sole cost and expense, use diligent best efforts to ensure that the Property is assessed separately for tax and assessment purposes within no more than one year from the Closing Date.

(b) The agreements of Grantor and Grantee set forth in this Section 6.3 shall survive the Closing.

6.4 Closing Costs. Except as otherwise expressly provided herein, Grantor shall pay, on the Closing Date, all of the cost of the preparation of the deed, any documentary stamps or transfer taxes on the deed and surtax, if any, certified and pending special assessment liens for which the work has been substantially completed, all recording costs, pending special assessment liens for which the work has not been substantially completed, and Grantee shall pay the cost of any inspections conducted by Grantee, the cost of the Title Commitment, including, without limitation, the cost of any title searches or abstracts of the Property, and the premium for the Owner's Policy (including endorsements), intangible tax on any mortgage, documentary stamps or tax on any note, and the cost of any endorsements to the Owner's Policy. Each party shall pay its own attorneys' fees. Grantor shall pay the cost of any escrow fees, closing fees, and any fees to prepare the Closing Statement charged by the Escrow Agent. The premiums for the title insurance policies shall be at the rates promulgated by the state or recording district, as applicable, where the Property is located.

6.5 Grantor's Obligations at the Closing. At the Closing, Grantor shall deliver to Escrow Agent, or its designee, each of the following documents:

(a) Deed. A Grant Deed in the form approved for or otherwise customarily used for conveyances in the recording district in which the Property is situated (the "Deed") properly executed by Grantor for recording conveying the Property and the Improvements located thereon to Grantee subject to no exceptions other than the Permitted Exceptions.

(b) Evidence of Authority. Copy of such documents and resolutions as may be acceptable to the Title Company, so as to evidence the authority of the person signing the Deed and other documents to be executed by Grantor at the Closing.

(c) Foreign Person. An affidavit of Grantor certifying that Grantor is not a "foreign person", as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended.

(d) Owner's Affidavits. An executed affidavit or other document for the Property acceptable to the Title Company in issuing the Owner's Policy without exception for possible lien claims of mechanics, laborers and materialmen or for parties in possession, and insuring the "gap."

(e) Bill of Sale and Assignment. Bill of Sale and Assignment for the Property (the "Bill of Sale") executed by Grantor and Grantee assigning to Grantee the Tangible Personal Property, in the form attached to this Agreement as Exhibit D.

(f) Closing Statement. A closing statement setting forth the allocation of closing costs, etc.

(g) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Title Company to consummate and close the disposition contemplated herein pursuant to the terms and provisions of this Agreement, provided Grantor shall not be required to cure any title objections.

(h) California Form 593-C. A properly executed California Form 593-C or other evidence sufficient to establish that Grantee is not required to withhold any amounts pursuant to Sections 18805 and 26131 of the California Revenue and Taxation Code.

6.6 Grantee's Obligations at the Closing. At the Closing, Grantee shall deliver to Grantor the following:

(a) Closing Costs. Any closing costs due from Grantee by wire transfer of immediately available U.S. funds.

(b) Evidence of Authority. Such consents and authorizations as Grantor may reasonably deem necessary to evidence authorization of Grantee for the acquisition of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Grantee in connection with Closing.

(c) Other Documentation. The Closing Statement and the Bill of Sale, and such other documents as may be reasonable and necessary in the opinion of the Title Company to consummate and close the disposition contemplated herein pursuant to the terms and provisions of this Agreement.

(d) California Filing. A properly executed Preliminary Change of Ownership Report.

7. FUTURE OPERATIONS

7.1 Future Operations. From the date of this Agreement until the Closing or earlier termination of this Agreement, Grantor will (a) maintain the Property in a manner consistent with Grantor's past practices with respect to the Property, and (b) promptly advise Grantee of any litigation, arbitration or administrative hearing condemnation or damage or destruction concerning the Property arising or threatened of which Grantor has written notice.

7.2 Trade Fixtures and Equipment. Grantee acknowledges that Grantor is currently operating a banking facility on the Property. Grantor shall be entitled, at Grantor's option, to remove from the Property all trade fixtures, equipment, ATMs, furniture, furnishings, artwork, appliances, supplies, records, documents, cash, coin, and other items of moveable personal property relating to the operation of Grantor's business that may be situated upon the Property (including, without limitation, all safes, vaults, vault doors, signage, pylons, alarms and security equipment, auxiliary generators, cubicles and removable partitions, computers and computer-related equipment, telecommunication equipment, halon systems, draperies, and decorations), and such items removed by Grantor shall be excluded from the Improvements and Tangible Personal Property to be conveyed hereunder and shall remain the property of Grantor. Grantor shall have no obligation to repair any damage to the Property caused by the removal of such items, and Grantee shall accept the Property in its then-existing condition at Closing.

7.3 Customer Information. Notwithstanding anything contained in this Agreement to the contrary, no computer servers, desktop stations, laptops, files, documents, records or other personal property which could reasonably be expected to contain customer information, proprietary information or other confidential information (collectively, the "Protected Items") shall become the property of or shall be

disposed of by Grantee. In the event any Protected Items remain on the Property after Closing, Grantee shall notify Grantor immediately and shall promptly provide access during normal business hours for Grantor to retrieve said items; it being acknowledged by both Grantee and Grantor that such items may contain sensitive, confidential and/or proprietary information which is subject to federal and/or state regulations as to ownership, possession, storage, disposal, removal or other handling. Further, Grantee shall not make any copies of the information contained in the Protected Items, nor display or disseminate the Protected Items or the information contained therein to any third parties. Grantee agrees that it will not contact any media outlet or other third party to publicize any Protected Items left on the Property. Upon request, Grantee shall execute a certificate in a form prepared and provided by the Grantor, attesting under penalty of perjury to the foregoing. This provision shall survive the Closing.

8. MISCELLANEOUS

8.1 Notices. All notices, demands and requests which may be given or which are required to be given by either party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when either: (i) personally delivered to the intended recipient; (ii) three (3) business days after having been sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the party to whom the notice was given; or (iv) at noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation or UPS, addressed to such party at the address specified below. Any notice sent as required by this section and refused by recipient shall be deemed delivered as of the date of such refusal. For purposes of this Section 10.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

IF TO GRANTOR: Bank of America, National Association
Global Workplace – Transactions
Two Smith Street
Mail Code: MA6-152-02-01
Wakefield, MA 01880
Attn: Kathleen M. Luongo (CA1-135)
Telephone: 781.756.4818
Email: kathleen.m.luongo@bankofamerica.com

WITH A COPY TO: Alston & Bird LLP
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
Attn: Albert E. Bender, Jr.
Telephone: 404.881.7385
Email: bert.bender@alston.com

WITH A COPY TO: Bank of America, National Association
214 N. Tryon Street
Mail Code: NC1-027-18-05
Charlotte, NC 28255
Attn: Thomas Bissette, Esq. (CA1-135)
Telephone: 980.386.3257
Email: thomas.bissette@bankofamerica.com

WITH A COPY TO
(GRANTOR'S
BROKER):

Attn: _____

Telephone: _____

Email: _____@_____

IF TO GRANTEE:

Town of Paradise
5555 Skyway
Paradise, CA 95969
Attn: Dina Volenski
Telephone: 530.872.6291 x 101
Email: dvolenski@townofparadise.com

WITH A COPY TO
(LAWYER/ADVISOR):

Town of Paradise Attorney
5555 Skyway
Paradise, CA 95969
Attn: Dwight L. Moore
Telephone: 916.812.7761
Email: mooredl@earthlink.net

IF TO ESCROW AGENT:

First American Title Insurance Company
201 South College Street, Suite 1440
Charlotte, NC 28244
Attn: Peggy Hey, Sarah C. Palmer and Alicia K. Otten (Re: Title File
CS-401470-591-KCTY)
Telephone: 704.405.3208, 704.405.3207 and 704.376.3503
Email: pheyl@firstam.com, spalmer@firstam.com, and
aotten@firstam.com

8.2 Real Estate Commissions. Grantor agrees to pay Jones Lang LaSalle or CBRE, Inc., as applicable ("Broker"), upon the closing of the transaction contemplated hereby, and not otherwise, a cash commission in accordance with a separate agreement between Grantor and Broker. Grantee agrees to pay any commission due Grantee's broker, if applicable. Grantee acknowledges that Grantor has no obligations, either express or implied, to Grantee's broker and that this Agreement shall not create any privity of contract between Grantor and Grantee's broker.

As used herein, "Acquisition Fees" shall mean all fees paid to any person or entity in connection with the selection and acquisition of the Property including real estate commissions, selection fees, nonrecurring management and startup fees, development fees or any other fee of similar nature. Grantor and Grantee each hereby agree to indemnify and hold harmless the other from and against any and all claims for Acquisition Fees or similar charges with respect to this transaction, arising by, through or under the indemnifying party, and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Section 10.2. This indemnification agreement of the parties shall survive the Closing.

8.3 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein, as this Agreement supersedes all prior negotiations or agreements between Grantor and Grantee with respect to the subject matter hereof, including, but not limited to, any term sheet, letter of intent or other communication.

8.4 Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

8.5 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

8.6 Time of Essence. Time is of the essence of this Agreement; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the state in which the Property is located, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

8.7 Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located and the laws of the United States pertaining to transactions in such State. For any controversy hereunder, the parties shall submit the venue to a court of competent jurisdiction in the county in which the Property is located. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

8.8 Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of Grantor and Grantee and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Grantee shall not assign Grantee's rights under this Agreement without the prior written consent of Grantor, which may be denied in Grantor's sole discretion. In the event that any assignment of rights is approved and the Property is conveyed to an assignee of Grantee, such assignment and conveyance shall not alter, impair or relieve either Grantee or such assignee from the waivers, acknowledgments, assumptions and agreements of Grantee set forth herein, all of which are binding upon the assignee of Grantee, and all of which are expressly assumed by such assignee as among the obligations and liabilities which survive the Closing by the closing of the transaction and acceptance of the Deed.

8.9 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

8.10 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and cost incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings.

8.11 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of

this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party to be charged.

8.12 Date of this Agreement. As used in this Agreement, the terms "date of this Agreement" or "date hereof" shall mean and refer to the date on which Grantor executes this Agreement.

8.13 Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement and made a part here:

- (a) Exhibit A, the Land;
- (b) Exhibit B, the Escrow Agreement Terms;
- (c) Exhibit C, the Permitted Exceptions; and
- (d) Exhibit D, the Bill of Sale.

8.14 Authority. Each party hereto represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

8.15 Recordation; Publicity. Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed of public record under any circumstances except with the prior written consent of the Grantor and the Grantee. In addition, from and after the effective date of this Agreement, whether this Agreement is closed or Terminated, neither Grantee nor Grantor shall make or permit to be made any public announcements or press releases concerning the existence of this Agreement, the terms of the acquisition of the Property or any other information concerning this Agreement or the transaction contemplated herein, without the prior written consent of Grantor and Grantee.

8.16 Confidentiality. The terms of this Agreement shall remain confidential, except to the extent disclosure is required by the Federal Reserve or other governmental authorities or required in order to close the transactions contemplated in this Agreement. From and after the date of this Agreement, except with the prior written consent of the other party, neither Grantee nor Grantor shall prior to Closing make or permit to be made any public announcements or press releases concerning this Agreement, the terms of the acquisition of the Property or any other information concerning this Agreement or the transaction contemplated herein. After the Closing, the parties will agree on the information contained in any press release or announcement as to the Closing of the transaction contemplated by this Agreement. This provision shall survive the Closing of this Agreement.

8.17 Section 1031 Exchange. Either Grantor or Grantee shall have the right to treat this Property as part of a tax-deferred like-kind exchange under Section 1031 of the Internal Revenue Code and, to that end, shall have the right to assign or otherwise alter this Agreement in order to accomplish that objective, provided the net economic effect (including the date of Closing and the exposure of the parties to liability) shall be essentially the same as under this original Agreement.

8.18 Digital Image; Facsimile Execution. A facsimile, digital or electronic copy (such as a pdf or other computer image) of this Agreement or any of the documents to be delivered at Closing under Section 6.5 and 6.6, and any signatures thereon, shall be considered for all purposes as originals when delivered and shall be valid and effective to bind the party so signing when delivered and released by the party so signing. The parties agree to accept a digital image of this Agreement or any of the documents to be delivered at Closing under Section 6.5 and 6.6, as executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and like statutes and regulations, and to the extent permitted by a court with proper jurisdiction. Notwithstanding the foregoing,

originals of the Deed and any local filings related thereto that are required to be recorded or filed as original signed copies shall be delivered in accordance with Article 6.

8.19 Economic Sanctions Compliance. Grantee represents that neither Grantee nor any of its subsidiaries or, to the knowledge of the Grantee, any director, officer, employee, agent, affiliate or representative of the Grantee is an individual or entity ("Person") currently the subject of any sanctions administered or enforced by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"), or other relevant sanctions authority (collectively, "Sanctions"), nor is Grantee located, organized or resident in a country or territory that is the subject of Sanctions; and Grantee represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions.

8.20 Employee and Insiders Representation. If Grantee is or includes an individual person, Grantee represents and warrants that it is not an employee or a spouse, domestic partner or dependent child of an employee of Grantor and that no employee or spouse, domestic partner or dependent child of Grantor has a controlling interest in Grantee. If Grantee is or includes an entity (such as a limited liability company, partnership, corporation), Grantee represents and warrants that no employee or spouse, domestic partner or dependent child of Grantor has a controlling interest in Grantee. If Grantee is or includes a trust, Grantee represents and warrants that neither Grantee nor any trustee or beneficiary of Grantee is an employee or a spouse, domestic partner or dependent child of an employee of Grantor and that no employee or spouse, domestic partner or dependent child of Grantor has a controlling interest in Grantee. Without limiting the foregoing, the Prohibition on the Purchase of Property by Bank of America Employees and Insiders Policy ("Policy") prohibits Bank of America employees and their spouses or domestic partners or dependent children that live with the employee, or any other person residing in the household who derives his or her primary means of financial support from the employee (herein, referred to as "Household Members") from purchasing Bank Controlled Properties. The prohibition applies as well to directors, executive officers and any principal shareholders of Bank of America (together referred to as "Insiders" and defined further in the Regulation O policy). Per Regulation O, Insiders are further defined as a Director, Regulation O Executive Officer, or a Related Interest of Bank of America, National Association. Related Interests are further defined as a company, partnership, or other legal entity that is controlled by an Insider, or a political or campaign committee that is controlled by or that benefits that Insider. Control is defined generally as the ability to vote 25% or more of any class of voting securities of an entity, the ability to control the election of a majority of the directors of an entity, or the ability to exercise a controlling influence over the management or policies of an entity. Grantee represents and warrants that the transaction contemplated by this Agreement does not violate the Policy.

8.21 Attorney Consultation. Grantee acknowledges and agrees that it has either (a) executed and delivered this Agreement only after review by, and consultation with, an attorney selected by Grantee, in order to allow Grantee to be advised of the meaning and appropriateness of any of the terms of this Agreement, or (b) waived the right for such review and consultation, as Grantee has determined that the terms of this Agreement are appropriate or that review by an attorney is not necessary for Grantee to proceed in accordance herewith.

8.22 Dispute Resolution. Grantor and Grantee agree that any action or proceeding by either of them against the other arising out of or in connection with this Agreement shall, upon the motion of either party, be submitted to arbitration. The parties shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the arbitration. The arbitrator shall have the authority to try all issues, whether of fact or law, and to report a statement of decision to the court. To the extent not inconsistent with State law, Grantor and Grantee shall use the procedures for arbitration and judicial reference, if any, adopted by Judicial Arbitration and Mediation Services/Endispute ("JAMS"), as relevant, to supplement

any applicable State statutes, provided that the following rules and procedures shall apply in all cases unless the parties agree otherwise:

(a) The proceedings shall be heard in the City of San Francisco, California or such other location as both parties may elect;

(b) Unless the parties agree otherwise, JAMS shall provide a list of three reputable arbitrators experienced in arbitrating commercial disputes to the parties who may each strike one from the list, and the parties shall consent to appointment of the remaining person as the arbitrator. If JAMS is no longer in existence or unwilling to arbitrate the matter, then the American Arbitration Association shall provide said list. If neither is willing or able to arbitrate the matter, then the trial court shall appoint the arbitrator;

(c) Any dispute regarding the selection of the arbitrator shall be resolved by JAMS or the entity providing the reference services; or if no entity is involved, by the court with appropriate jurisdiction;

(d) The arbitrator may require one or more pre-hearing conferences;

(e) The parties shall be entitled to discovery as allowed by state law. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge;

(f) A stenographic record of the arbitration may be made, provided that the record shall remain confidential except as may be necessary for post-hearing motions and any appeals;

(g) The arbitrator's statement of decision shall contain findings of fact and conclusions of law to the extent applicable; and

(h) The arbitrator shall have the authority to rule on all post-hearing motions in the same manner as a trial judge.

The statement of decision of the arbitrator upon all of the issues considered by the arbitrator shall be binding upon the parties, and upon filing of the statement of decision with the clerk of the court, or with the judge where there is no clerk, judgment may be entered thereon. The decision of the arbitrator shall be appealable as if rendered by the court. This provision shall in no way be construed to limit any valid cause of action which may be brought by any of the parties.

BY INITIALING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING AND ACCEPT THAT BY CHOOSING ARBITRATION THEY ARE GIVING UP THE RIGHT TO A JURY TRIAL.

Grantor's initials _____ Grantee's initials _____

IN ANY ACTION OR PROCEEDING ARISING HEREFROM, GRANTOR AND GRANTEE HEREBY CONSENT TO (I) SUBJECT TO THE FOREGOING PROVISIONS OF THIS *SECTION*, THE JURISDICTION OF ANY COMPETENT COURT IN THE STATE OF NORTH CAROLINA, AND (II) SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY NORTH CAROLINA LAW. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION, TERMINATION OR CLOSING OF THIS AGREEMENT.

[SIGNATURES FOLLOW ON NEXT PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year set forth beside their respective signatures.

DATE OF EXECUTION
BY GRANTOR:

_____, 2019

GRANTOR:

BANK OF AMERICA, NATIONAL ASSOCIATION, a
national banking association

By: _____
Name: Kathleen M. Luongo
Title: Vice President

DATE OF EXECUTION
BY GRANTEE:

_____, 2019

GRANTEE:

TOWN OF PARADISE, a California municipal corporation

By: _____

Name: Jody Jones

Title: Mayor

ACKNOWLEDGMENT AND AGREEMENT BY THE ESCROW AGENT

The undersigned joins in execution of this Agreement for the purpose of acknowledging and agreeing to the terms and provisions of this Agreement relative to the obligations of Escrow Agent hereunder, including, without limitation, the Escrow Agreement Terms attached to this Agreement as Exhibit B.

Escrow Agent has not, as of the date hereof, received any funds for Closing, but on receipt thereof shall hold such funds in accordance with this Agreement and the Escrow Agreement Terms attached to this Agreement as Exhibit B.

DATE OF EXECUTION
BY ESCROW AGENT:

_____, 2019

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION

Parcel A:

LOTS 12 AND 13, IN BLOCK 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "HIDDEN VALLEY SUBDIVISION", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON SEPTEMBER 27, 1948, IN BOOK 17 OF MAPS, PAGE(S) 1 AND 2.

EXCEPTING FROM SAID LOT 13 THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13;

THENCE ALONG THE SOUTH LINE OF SAID LOT 13, NORTH 83 DEG. 25' 30" WEST 80 FEET;

THENCE NORTH 6 DEG. 34' 30" EAST 25 FEET;

THENCE SOUTH 83 DEG. 25' 30" EAST 90.95 FEET TO A POINT IN THE EAST LINE OF SAID LOT 13;

THENCE ALONG SAID EAST LINE, SOUTH 30 DEG. 14' WEST 27.59 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING FROM LOT 13 THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 13 LOCATED NORTH 83 DEG. 25' 30" WEST, 80 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 13;

THENCE FROM SAID POINT OF BEGINNING ALONG THE EAST LINE OF THE LAND DESCRIBED IN A DEED EXECUTED BY STANLEY E. BOQUEST AND WIFE TO RAY C. HUNTER AND WIFE, RECORDED OCTOBER 03, 1952 UNDER BUTTE COUNTY RECORDER'S SERIAL NO. 5466, NORTH 6 DEG. 34' 30" EAST, 25 FEET TO THE NORTHWEST CORNER OF THE LAND SO DESCRIBED IN SAID DEED;

THENCE ALONG A LINE WHICH IS PARALLEL WITH THE SOUTH LINE OF SAID LOT 13, NORTH 83 DEG. 25' 30" WEST, 83.50 FEET TO A POINT IN THE WEST LINE OF SAID LOT 13;

THENCE ALONG THE WEST LINE OF SAID LOT 13, SOUTH 12 DEG. 32' WEST, 25.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13;

THENCE ALONG THE SOUTH LINE OF SAID LOT 13, SOUTH 83 DEG. 25' 30" EAST, 86.10 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE COUNTY OF BUTTE, BY DOCUMENT RECORDED OCTOBER 06, 1954, IN BOOK 288, PAGE 346 AND DOCUMENT RECORDED NOVEMBER 20, 1975, IN BOOK 2030, PAGE 117.

PARCEL B:

BEGINNING AT THE NORTHWEST CORNER OF LOT 13 IN BLOCK 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "HIDDEN VALLEY SUBDIVISION", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON SEPTEMBER 27, 1948, IN BOOK 17 OF MAPS, PAGE(S) 1 AND 2;

THENCE ALONG THE WESTERLY LINE OF SAID LOT, BEING ALSO THE EASTERLY LINE OF A STRIP OF LAND SHOWN ON SAID MAP AS "PRIVATE ROAD", THE FOLLOWING COURSES AND DISTANCES, SOUTH 21 DEG. 02' 30" WEST 112.64 FEET; SOUTH 43 DEG. 34' WEST 67.22 FEET;

THENCE LEAVING THE WESTERLY LINE OF SAID LOT AND RUNNING ALONG THE SOUTHERLY LINE OF SAID ROAD, NORTH 85 DEG. 10' 40" WEST 84.84 FEET;

THENCE NORTH 37 DEG. 05' 15" WEST, 26.86 FEET TO THE SOUTHWEST CORNER OF LOT 12 OF SAID BLOCK 1;

THENCE ALONG THE SOUTHERLY, SOUTHEASTERLY AND EASTERLY LINES OF SAID LOT 12 THE FOLLOWING COURSES AND DISTANCES: SOUTH 85 DEG. 10' 40" EAST 93.19 FEET; NORTH 43 DEG. 34" EAST 53.63 FEET; AND NORTH 21 DEG. 02' 30" EAST 106.88 FEET TO THE NORTHEAST CORNER OF SAID LOT 12;

THENCE SOUTH 74 DEG. 05' 50" EAST 20.08 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE COUNTY OF BUTTE, BY DOCUMENT RECORDED NOVEMBER 20, 1975, IN BOOK 2030, PAGE 117 OF OFFICIAL RECORDS.

PARCEL C:

A PERPETUAL EASEMENT FOR USE, MAINTENANCE AND REPLACEMENT OF IMPROVEMENTS, INCLUDING, WITHOUT LIMITATION, ANY AND ALL PAVED DRIVEWAYS, OTHER PAVED AREAS, CURBS, AND FENCES, OVER THE EASTERNMOST 7 FEET OF LOT A, IN BLOCK 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "HIDDEN VALLEY SUBDIVISION", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BUTTE, STATE OF CALIFORNIA, ON SEPTEMBER 27, 1948, IN BOOK 17 OF MAPS, PAGE(S) 1 AND 2.

SAID EASEMENT WAS CREATED BY CORPORATION GRANT DEED AND RESERVATION OF EASEMENT RECORDED OCTOBER 08, 1999, SERIAL NO. 1999-0043266 OF OFFICIAL RECORDS.

APN: 052-130-045

EXHIBIT B

ESCROW AGREEMENT TERMS

These Escrow Agreement Terms are made by and among the Grantor, Grantee and Escrow Agent referenced in the within Real Estate Donation Agreement (the "Agreement").

RECITALS

Grantor and Grantee have entered into the Agreement concerning Property referenced in the Agreement.

In connection with the Agreement, Grantor and Grantee have requested Escrow Agent to receive funds to be held in escrow and applied in accordance with the terms and conditions of this Escrow Agreement.

NOW THEREFORE, in consideration of the above recitals, the mutual promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. **ESCROW AGENT.** First American Title Insurance Company hereby agrees to act as Escrow Agent in accordance with the terms and conditions hereof.

2. **DEPOSITS.** Escrow Agent shall receive amounts deposited by Grantor, which shall be referred to herein collectively as the "Escrow Fund".

3. **DEPOSITS OF FUNDS.** All checks, money orders or drafts will be processed for collection in the normal course of business. Escrow Agent may initially deposit such funds in its custodial or escrow accounts which may result in the funds being commingled with escrow funds of others for a time; however, as soon as the Escrow Fund has been credited as collected funds to Escrow Agent's account, then Escrow Agent shall immediately deposit the Escrow Fund into an interest bearing account with any reputable trust company, bank, savings bank, savings association, or other financial services entity approved by Grantor and Grantee, not to be unreasonably withheld. Deposits held by Escrow Agent shall be subject to the provisions of applicable state statutes governing unclaimed property. Grantor and Grantee will execute the appropriate Internal Revenue Service documentation for the giving of taxpayer identification information relating to this account. Grantor and Grantee do hereby certify that each is aware the Federal Deposit Insurance Corporation coverages apply to a maximum amount of \$250,000.00 per depositor. Further, Grantor and Grantee understand that Escrow Agent assumes no responsibility for, nor will Grantor or Grantee hold same liable for any loss occurring which arises from a situation or event under the Federal Deposit Insurance Corporation coverages.

3.1. No interest shall be paid on the Escrow Fund.

3.2. Escrow Agent shall not be responsible for any penalties, or loss of principal or interest, or any delays in the withdrawal of the funds which may be imposed by the depository institution as a result of the making or redeeming of the investment pursuant to Grantor and Grantee instructions.

4. **DISBURSEMENT OF ESCROW FUND.** Escrow Agent may disburse all or any portion of the Escrow Fund in accordance with and in reliance upon written instructions from both Grantor and Grantee. The Escrow Agent shall have no responsibility to make an investigation or determination of any facts underlying such instructions or as to whether any conditions upon which the funds are to be released have been fulfilled or not fulfilled, or to whom funds are released. If Escrow Agent receives a notice from Grantor or Grantee that the Agreement has been Terminated, Escrow Agent shall immediately deliver all of the Escrow Fund to Grantor. Escrow Agent shall release the Escrow Fund to Grantor without the consent of Grantee or notice to Grantee.

5. **DEFAULT AND/OR DISPUTES.** In the event any party to the transaction underlying this Agreement shall tender any performance after the time when such performance was due, Escrow Agent may proceed under this Agreement unless one of the parties to this Agreement shall give to the Escrow Agent written direction to stop further performance of the Escrow Agent's functions hereunder. In the event written notice of default or dispute is given to the Escrow Agent by any party, or if Escrow Agent receives contrary written instructions from any party, the Escrow Agent will promptly notify all parties of such notice. Thereafter, Escrow Agent will decline to disburse funds or to deliver any instrument or otherwise continue to perform its escrow functions, except upon receipt of a mutual written agreement of the parties or upon an appropriate order of court. In the event of a dispute, the Escrow Agent is authorized to deposit the escrow into a court of competent jurisdiction for a determination as to the proper disposition of said funds. In the event that the funds are deposited in court, the Escrow Agent shall be entitled to file a claim in the proceeding for its costs and counsel fees, if any.

6. **PERFORMANCE OF DUTIES.** In performing any of its duties under this Agreement, or upon the claimed failure to perform its duties hereunder, Escrow Agent shall not be liable to anyone for any damages, losses or expenses which may occur as a result of Escrow Agent so acting, or failing to act; provided, however, Escrow Agent shall be liable for damages arising out of its willful default or gross negligence under this Agreement. Accordingly, Escrow Agent shall not incur any such liability with respect to (i) any good faith act or omission upon advice of counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent hereunder, or (ii) any good faith act or omission in reliance upon any document, including any written notice or instructions provided for in the Agreement, not only as to its due execution and to the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the proper person or persons and to conform with the provisions of this Agreement.

7. **LIMITATIONS OF LIABILITY.** Escrow Agent shall not be liable for any loss or damage resulting from the following:

7.1. The effect of the transaction underlying this Agreement including without limitation, any defect in the title to the real estate, any failure or delay in the surrender of possession of the property, the rights or obligations of any party in possession of the property, the financial status or insolvency of any other party, and/or any misrepresentation of fact made by any other party;

7.2. The default, error, act or failure to act by any other party to the escrow;

7.3. Any loss, loss of value or impairment of funds which have been deposited in escrow while those funds are in the course of collection or while those funds are on deposit in a depository institution if such loss or loss of value or impairment results from the failure, insolvency or suspension of a depository institution;

7.4. Any defects or conditions of title to any property that is the subject of this escrow provided, however, that this limitation of liability shall not affect the liability of First American Title Insurance Company under any title insurance policy which it has issued or may issue. NOTE: No title insurance liability is created by this Agreement.

7.5. Escrow Agent's compliance with any legal process including but not limited to, subpoena, writs, orders, judgments and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

8. HOLD HARMLESS. Grantee and Grantor shall indemnify the Escrow Agent and hold the Escrow Agent harmless from all damage, costs, claims and expenses arising from performance of its duties as Escrow Agent including reasonable attorneys' fees, except for those damages, costs, claims and expenses resulting from the gross negligence or willful misconduct of the Escrow Agent.

9. RELEASE OF PAYMENT. Payment of the funds so held in escrow by the Escrow Agent, in accordance with the terms, conditions and provisions of this Escrow Agreement, shall fully and completely discharge and exonerate the Escrow Agent from any and all future liability or obligations of any nature or character at law or equity to the parties hereto or under this Agreement.

10. NOTICES. Shall be sent in accordance with the within Agreement.

11. MISCELLANEOUS.

11.1. This Agreement shall be binding upon and inure to the benefit of the parties respective successors and assigns.

11.2. This Agreement shall be governed by and construed in accordance with the Laws of the State in which the Property is located.

11.3. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

11.4. Time shall be of the essence of this Agreement and each and every term and condition hereof.

11.5. In the event a dispute arises between Grantee and Grantor under this Agreement, the losing party shall pay the attorney's fees and court costs of the prevailing party.

EXHIBIT C

PERMITTED EXCEPTIONS
TO DEED

1. Rights of parties in possession, if any.
2. Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records as of the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.
3. Defects, liens, encumbrances, adverse claims or other matters (a) not known to the Grantor and not shown by the public records but known to the Grantee as of the date hereof and not disclosed in writing by the Grantee to the Grantor prior to the date hereof; (b) resulting in no loss or damage to the Grantee; or (c) attaching or created subsequent to the date hereof.
4. Visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.
5. Any and all unrecorded leases, if any, and rights of parties therein.
6. Taxes and assessments for the year of closing and subsequent years.
7. All judgments, liens (excluding construction liens), assessments, code enforcement liens, encumbrances, declarations, mineral reservations, covenants, restrictions, reservations, easements, agreements and any other matters as shown on the public records.
8. Any state of facts which an accurate survey or inspection of the Property would reveal, including inland/tidal wetlands designation if applicable.
9. Any liens for municipal betterments assessed after the date of the within Agreement and/or orders for which assessments may be made after the date of the within Donation Agreement.
10. Without limiting the foregoing, all covenants, conditions, restrictions and other matters of record recorded or filed in the applicable records of Butte County, California with respect to the real property conveyed hereby.

EXHIBIT D

Form of Bill of Sale and Assignment (to be completed and signed at Closing)

BILL OF SALE AND ASSIGNMENT

FOR VALUE RECEIVED, BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association ("Assignor"), hereby, as of _____, 2019, sells, bargains, conveys, assigns, transfers and sets over to TOWN OF PARADISE, a California municipal corporation ("Assignee"), its successors and assigns forever, all of Assignor's right, title and interest in and to the furniture, fixtures, equipment and other items of personal property, if any, owned by Assignor (collectively, the "Personal Property"), all as located on or attached to the real estate and the building and improvements erected thereon located at 6295 Skyway, Paradise, California 95969-4534 (the "Property").

TO HAVE AND TO HOLD the above-mentioned Personal Property unto Assignee, its successors and assigns forever.

Assignor covenants, represents and warrants that it has good and legal title to the Personal Property free and clear of all claims, liens, security interests, charges and encumbrances, subject to the Permitted Exceptions shown in any public records or listed in the Deed from Assignor to Assignee of even date herewith conveying the Property, and that Assignor has the right to transfer and convey such title to the Personal Property to Assignee. All terms, covenants, representations and warranties contained herein shall be for and inure to the benefit of, and shall bind, the parties hereto and their respective successors and assigns.

Assignee takes the Personal Property "AS IS" and "WITH ALL FAULTS" and acknowledges that Assignor has not made and does not make any representations or warranties as to physical condition, operation, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose or any other matter.

Notwithstanding anything contained herein to the contrary, no computer servers, desktop stations, laptops, files, documents, records or other personal property which could reasonably be expected to contain customer information, proprietary information or other confidential information (collectively, the "Protected Items") shall become the property of or shall be disposed of by Assignee. In the event any Protected Items remain on the Property after closing, Assignee agrees to notify Assignor immediately and to promptly provide access during normal business hours for Assignor to retrieve said items; it being acknowledged by both Assignee and Assignor that such items may contain sensitive, confidential and/or proprietary information which is subject to federal regulations as to ownership, possession, storage, disposal, removal or other handling. Further, Assignee agrees not to make any copies of the information contained in the Protected Items, nor display or disseminate the Protected Items or the information contained therein to any third parties. Assignee agrees that it will not contact any media outlet or other third party to publicize any Protected Items left on the Property. In addition, upon request, Assignee agrees to execute a certificate in a form prepared and provided by the Assignor, attesting under penalty of perjury to the foregoing. This provision shall survive the Closing of the disposition of the Property.

The parties agree to accept a digital image of this Bill of Sale and Assignment, as executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and the like statutes and regulations.

IN WITNESS WHEREOF and intending to be legally bound hereby, the undersigned have executed this Bill of Sale and Assignment as of the date first set forth hereinabove.

ASSIGNOR:

BANK OF AMERICA, NATIONAL ASSOCIATION, a
national banking association

By: _____
Name: Kathleen M. Luongo
Title: Vice President

ASSIGNEE:

TOWN OF PARADISE, a California municipal corporation

By: _____
Name: Jody Jones
Title: Mayor