Redevelopment Agency Staff:

Charles L. Rough, Jr., Executive Director
Dennis Ivey, Assistant Executive Director
Lauren Gill, Deputy Executive Director
Joanna Gutierrez, Agency Secretary
Gina Will, Treasurer
Dwight L. Moore, Agency Counsel

Redevelopment Agency Board of Directors:

Frankie Rutledge, Chairman
Steve "Woody" Culleton, Vice Chairman
Joe DiDuca
Scott Lotter
Alan White

PARADISE REDEVELOPMENT AGENCY AGENDA

NOVEMBER 10, 2009

IMMEDIATELY FOLLOWING REGULAR TOWN COUNCIL MEETING

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

If you wish to address the Redevelopment Agency Board on any matter on the Agenda, it is requested that you complete a "Request to Address Council" card and give it to the Agency Clerk prior to the beginning of the Council Meeting.

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

1. OPENING

a. Call to Order
b. Roll Call

2. AGENCY CONSENT

Roll call vote will be taken one time for all of the Consent Calendar agenda items.

2a. Approve the Minutes of the October 13, 2009 Regular Meeting.

3. AGENCY CONSIDERATION

None.

4. PUBLIC COMMUNICATION

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

5. CLOSED SESSION

Pursuant to Government Code section 54956.8, the Redevelopment Agency Board of Directors will hold a closed session with its negotiators, Charles L. Rough, Jr., Dennis Ivey, Lauren Gill, Dennis Schmidt and Doug Danz to discuss the price and terms to acquire real property from the owner Frank Nichols. The property is described as follows: Real property located within a 229 acre parcel of real property located south of Town along the side of Skyway within the Blue Oaks Phase III subdivision area, identified as AP #055-540-037; and,

To discuss real estate negotiations regarding real property owned by C. M. Horning located on lower Neal Road south of the Neal Road Landfill identified as AP #40-120, 05, 08, 09, 029.

RECONVENE THE MEETING AND CONSIDER THE FOLLOWING:

5a. (1) Authorizing an amended Right of Entry Agreement with the owners of the portion of land known as the Blue Oaks Terrace Phase III to extend the entry rights through May 31, 2010 for the purpose of extended groundwater and surface water monitoring; and, (2) Authorizing the Executive Director to enter into and execute the agreement with Frank Nichols, Blue Oaks Terrace, LLC, Managing Partner. **(ROLL CALL VOTE)**

6. ADJOURNMENT

MINUTES
PARADISE REDEVELOPMENT AGENCY
October 13, 2009

The Regular Meeting of the Paradise Redevelopment Agency was called to order by Chairman Rutledge at 7:56 p.m. in the Town Hall Council Chambers, located at 5555 Skyway, Paradise, Ca.

AGENCY DIRECTORS PRESENT: Steve "Woody' Culleton, Joe DiDuca, Scott Lotter, Alan White, and Frankie Rutledge, Chairman.

AGENCY DIRECTORS ABSENT: None.

STAFF PRESENT: Agency Secretary Gutierrez, Executive Director Rough, and Agency Counsel Moore.

2. AGENCY CONSENT

Agenda Item 2(a): Motion by Lotter, seconded by White, Approved the Minutes of the June 26, 2009 Special Meeting. Roll call vote was unanimous.

RDA (MIN) [APPR]
Approved Minutes of June 26, 2009 Special Meeting.

Agenda Item 2(b): Motion by Lotter, seconded by White, (1) Adopted Resolution No. 09-04, "A Resolution of the Paradise Redevelopment Agency Approving Engagement Letter With Meyers, Nave, Riback, Silver & Wilson for Bond Counsel Services Respecting the 2009 Tax Allocation Refunding Bonds" for Samuel A. Sperry's bond counsel services; and, (2) Authorized the Executive Director to sign the engagement letter. Roll call vote was unanimous.

RDA (RES) [ADOPT]
Res. No. 09-04 approving engagement letter with Meyers, Nave, Riback, Silver and Wilson for Bond Council of 2009 Tax Allocation Refunding Bonds. (RDA 09-01) (1360-10-05)

3. AGENCY CONSIDERATION

Agenda Item 3(a): Motion by Culleton, seconded by White, (1) Adopted Resolution No. 09-05, "A Resolution of the Board of Directors of the Paradise Redevelopment Agency Authorizing the Chair and the Executive Director to Sign a Professional Audit Service Contract with Moss, Levy and Hartzheim, for Three Years", at a cost of $5,714; and, (2) Authorized a 2009/2010 budget adjustment of $700 to cover the increased cost of auditing services. Roll call vote was unanimous.

RDA (RES) [ADOPT]
Res. No. 09-05 Professional Audit Service Contract with Moss, Levy and Hartzheim for three years and budget adjustment of $700 for 09/10. (RDA 05-05)

PUBLIC COMMUNICATION

None.

5. ADJOURNMENT

MOTION by White, seconded by DiDuca adjourned the Redevelopment Agency Regular Meeting at 8:00 p.m. Agency vote was unanimous.

Approved:

_____
Frankie Rutledge, Chairman

_____
Joanna Gutierrez, CMC, Agency Secretary

Paradise Redevelopment Agency
Agency Agenda Summary
Date November 10, 2009

Agenda No 5(a)

Originated by: Doug Danz, Onsite Sanitary Official

Reviewed by: Charles L. Rough, Jr., Executive Director
Dennis Ivey, Asst. Town Manager
Dennis J. Schmidt, Public Works Director/Town Engineer DJS.

Subject: Authorize an amended Right of Entry agreement with owners of Blue Oak Terrace, Phase III, to extend the entry rights through May of 2010 for the purpose of extended groundwater surveying.

RDA Action Requested:
1) Authorize the Executive Director to enter into an agreement with Blue Oaks Terrace, LLC, Managing Partner Mr. Frank Nichols, which allows right of entry for Town representatives to perform groundwater sampling through May of 2010. This agreement will extend the existing agreement with the owner that was approved by the Redevelopment Agency in October of 2007and amended in December of 2008.

Background and Discussion:
The Town Onsite Sanitation Division is actively investigating various options for the land dispersal of treated wastewater from the proposed Downtown Cluster Wastewater Treatment System that will serve the downtown Paradise area. This proposal has to do with one of those options that has been under investigation for several years.

In October of 2007 the Town of Paradise entered into an agreement with Mr. Frank Nichols, Managing Partner of Blue Oaks Terrace, LLC. The agreement allowed the Town right of entry through May of 2008 to that portion of land known as Blue Oaks Terrace Phase III for the purpose of soils and groundwater testing. This agreement was amended in December of 2008 to allow further access for more groundwater monitoring because of low rainfall amounts in the prior 2007 rainfall season. Since this testing was concluded the State Regional Water Quality Control Board has advised that they will now be enforcing requirements to provide an Anti-degradation analysis for all large onsite sewage disposal systems as per State Board Resolution 68-16. The Town therefore needs to have access once again to the Blue Oaks Phase III site for another rainfall season.

Mr. Nichols has verbally agreed with the Town to allow entry onto this property for the 2009 rainfall season. He has offered this right of entry for no additional cost beyond what the Town has already paid. An amended Right of Entry Agreement has been drafted by Dwight Moore, Town Attorney, and is attached.

Financial Impact:
None. There is no cost for extending this right of entry agreement through the 2009 rainfall season.

November 10, 2009

Frank Nichols, Managing Partner
Blue Oak Terrace, LLC
16761 Clear Creek Road
Redding, CA 96001

RE: Right of Entry Agreement

Dear Frank Nichols:

This letter amends and restates the Right of Entry Agreement dated October 17, 2007 and as amended on December 9, 2008. The Town of Paradise (Town) desires to conduct certain tests relating to the feasibility of installing a wastewater treatment and dispersal facility on the property (Property) described as shown in Exhibit "A" owned by Blue Oak Terrace, LLC (Owner).

This Right to Entry Agreement shall grant Town the right to enter the Property for the purpose of conducting the following tests:
groundwater monitoring well construction and weekly monitoring, soil profile test hole excavations, percolation and infiltration tests, site clearing for access to test areas.

Terms and Conditions

1. Town will pay to Owner the amount of $500 on the 10th day of each month until May 2008 for the right to conduct the above tests on the Property. If Town and Owner enter into an agreement under which Town will acquire an easement for a wastewater treatment facility on the Property, the amounts paid to Owner under this Agreement shall be credited against the purchase price for the easement. In no event shall the Owner be paid more than $4,000 under this Agreement.

2. Town shall conduct all tests at Town's sole cost and expense. Town shall comply with all applicable laws in connection with its entry onto the Property.

3. Town agrees to indemnify Owner against any loss and damage which shall be caused by the exercise of the rights herein granted, or by any wrongful or negligent act or omission of Town or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Owner's comparative negligence or willful misconduct.

4. If Owner requests, Town will promptly restore the Property, as nearly as practicable, to the condition the Property was in prior to Town's entry for the purposes set forth in this Agreement.

5. Owner's signature on this Agreement and entry onto your property for the purposes stated herein shall constitute mutual acceptance of all the terms and conditions of the Agreement.

6. The term of this Agreement shall be for a period beginning on October 10, 2007 and ending on May 31, 2010, provided that Town may elect to terminate this Agreement at any time by giving Owner a three day written notice to do so.

7. Owner understands that this Agreement must be disclosed to any prospective buyer of the Property and that the Agreement shall be binding upon the successors and assigns of the parties hereto.

8. This Agreement may be executed in one or more counterparts, and all the counterparts shall constitute one and the same agreement, notwithstanding that all parties hereto are not signatory to the same or original counterpart.

9. If Town does not purchase the Property, Town shall deliver to Owner copies of all the information obtained from Town's tests under this Agreement.

This Agreement is made and entered into on this _____day of _____, ____.

BLUE OAK TERRACE, LLC

BY: _____
Frank Nichols

TOWN OF PARADISE

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

APPROVED AS TO FORM:

_____
Dwight L. Moore
Town Attorney