

YREKA CITY COUNCIL

AGENDA

April 4, 2013 – 6:30 P.M.

Yreka City Council Chamber 701 Fourth Street, Yreka, CA

The full agenda packet can be found on the City's website www.ci.yreka.ca.us/council

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS: This is an opportunity for members of the public to address the Council on subjects within its jurisdiction, whether or not on the agenda for this meeting. The Council has the right to reasonably limit the length of individual comments. Pursuant to Yreka Municipal Code Section 1.24.170 those addressing the Council shall limit their remarks to five minutes. For items, which are on this agenda, speakers may request that their comments be heard instead at the time the item is to be acted upon by the Council. The Council may ask questions, but may take no action during the Public Comment portion of the meeting, except to direct staff to prepare a report, or to place an item on a future agenda.

SPEAKERS: Please speak from the podium. State your name and mailing address so that City Staff can respond to you in regard to your comments, or provide you with information, if appropriate. You are not required to state your name and address if you do not desire to do so.

1. Discussion/Possible Action - Consent Calendar: All matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion or a member of the audience wishes to comment on an item. The City Manager recommends approval of the following consent calendar items:
 - a. Approval of Minutes of the meeting held March 21, 2013
 - b. Approval of Warrants issued from March 22, 2013 through April 4, 2013.
 - c. Approval of Treasurer's Report to Council for the month of February 2013 and Budget of Revenue and Expenditures with Actuals through February 28, 2013.
2. Discussion/Possible Action – Adopt Resolution No. 3011 authorizing the extension of the Lease Agreement between the City of Yreka and Liberty Arts for an additional five (5) year term.
3. Discussion/Possible Action – Adopt Resolution No. 3012 approving requests associated with the Special Event of Scott Valley Bank known as the 18th Annual Scott Valley Bank Summer Concerts in the Park.
4. Discussion/Direction to Staff –Request to include Yreka in a County Service Area for the Provision of Medical Services and Equipment.
5. Discussion/Possible Action – Explore the possibility of placing solar arrays on those City Buildings and at locations, where it may be economically beneficial to do so. – Mayor Simmen
6. Discussion/Possible Action – Adopt Ordinance No. 834 Temporarily suspending the application of Section 13.76.010 of the Yreka Municipal Code on Fairlane Road for a specified time period.
7. Discussion/Possible Action – Acceptance of Audited Financial Report Fiscal Year 2011-12.

8. Discussion/Possible action – Ratify Warrant No. 100415 dated March 22, 2013 payable to Michael Simas Gold Nugget Printing in the amount of \$817.17.
9. Discussion/Possible Action - Approval of all Warrants payable to Siskiyou County Economic Development Council from March 22, 2013 through April 4, 2013.
10. City Manager Report:
Discussion/Direction to Staff – Pedal Boats at Greenhorn Reservoir

Council Statements and Requests: Members of the Council may make brief announcements or reports or request staff to report to Council on any matter at a subsequent meeting.

CLOSED SESSION:

1. Conference with Legal Counsel - Anticipated Litigation
Initiation of litigation pursuant to Subdivision (c) of Section 54956.9 of the Government Code:
(Number of cases to be discussed – 1 - The names of the parties are not disclosed as it is believed that that to do so would jeopardize the City's ability to serve process or to conclude existing settlement negotiations to the City's advantage).

RETURN TO OPEN SESSION: Announcement of any action taken by the City Council in Closed Session required by the Ralph M. Brown Act. (Government Code Section 54950 et. seq.)

Adjournment.

In compliance with the requirements of the Brown Act, notice of this meeting has been posted in a public accessible place, 72 hours in advance of the meeting.

All documents produced by the City which are related to an open session agenda item and distributed to the City Council are made available for public inspection in the City Clerk's Office during normal business hours.

In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the City Clerk 48 hours prior to the meeting at (530) 841-2324 or by notifying the Clerk at casson@ci.yreka.ca.us.

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
YREKA HELD IN SAID CITY ON MARCH 21, 2013

On the 21ST day of March 2013, the City Council of the City of Yreka met in the City Council Chambers of said City in regular session, and upon roll call, the following were present: Robert Bicego, Bryan Foster, and John Mercier. Absent – Rory McNeil and David Simmen.

Consent Calendar: Mayor Pro-Tempore Bicego announced that all matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion or a member of the audience wishes to comment on an item:

- a. Approval of Minutes of the meeting held March 7, 2013.
- b. Approval of Warrants issued from March 8 through March 21, 2013.

Councilmember Foster stated that he has a conflict of interest due to a working relationship with one of the vendors listed and requested that the warrants payable to Michael Simas Gold Nugget Printing be pulled from the warrants and tabled to the next meeting for ratification.

Following Council discussion, Council Member Foster moved to approve the minutes as submitted and the warrants issued excluding the warrants payable to Michael Simas Gold Nugget Printing.

Council Member Mercier seconded the motion, and upon roll call, the following voted YEA: Bicego, Foster, and Mercier.

Mayor Pro-Tempore Bicego thereupon declared the motion carried.

Adopt Resolution No. 3010 approving requests associated with Special Event of Yreka Rotary known as the Humbug Hurry Up to be held on June 29, 2013.

Council Member Foster requested that the Resolution be amended to add Greenhorn Road from the City limits to Oregon Street to the streets for the long course.

Following Council discussion, Council Member Mercier moved to adopt Resolution No. 3010 as amended to include Greenhorn Road from the city limits to Oregon Street, as an approved street for the long course.

Council Member Foster seconded the motion, and upon roll call, the following voted YEA: Bicego, Foster, and Mercier.

Mayor Pro-Tempore Bicego thereupon declared the motion carried.

Introduce Ordinance No. 834 temporarily suspending the application of Section 13.76.010 of the Yreka Municipal Code on Fairlane Road for a specified time period.

City Manager Baker reported that the City received a request from the County Veteran's Service Office, working with local veteran's service organizations to install banners on 28 streetlight poles. These banners would be to honor current and former veterans, including deceased veterans. The banners would be purchased by a requesting family, installed for 4 months, then removed and presented to the family as an heirloom.

The veteran's groups would be responsible for purchasing and putting up the brackets, and then would put up and remove the banners as scheduled.

As indicated in our previous report, there are a number of issues that can arise with a banner program. One is that the banners do not stay up long enough to become faded or tattered. The rotation of banners will prevent this. Banner programs should not increase costs to the city. In this case, all work would be done by the veteran's groups who would also be responsible for any maintenance of the brackets themselves. The veteran's groups will need to provide appropriate insurance against volunteer injuries or liability. Finally, this action may lead to other requests for similar banners elsewhere in the City.

The installation of banners is currently limited to 60 days per the City's municipal code. This ordinance would suspend the code for 4 months, with future extensions permitted by resolution.

Following the reading of the title of the Ordinance and Council discussion, Council Member Foster moved to waive the reading of the title of the Ordinance and to introduce the Ordinance as submitted.

Council Member Mercier seconded the motion, and upon roll call, the following voted YEA: Bicego, Foster, and Mercier.

Mayor Pro-Tempore Bicego thereupon declared the motion carried.

ADJOURNMENT There being no further business before the Council the meeting was adjourned.

Attest:

David Simmen, Mayor
Minutes approved by Council
Motion April 4, 2013

Elizabeth E. Casson, City Clerk

Accounts Payable

Computer Check Proof List by Vendor

User: lysandra
 Printed: 03/26/2013 - 1:03PM
 Batch: 00012.03.2013



Ⓟ 3/28/13

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1842	T & S CONSTRUCTION CO INC			Check Sequence: 1	ACH Enabled: False
PAYMENT #24	FALL CREEK PAYMENT #24	76,792.28	03/26/2013	71-500-3020-625-007	
PAYMENT #24	FALL CREEK PAYMENT #24	31,996.78	03/26/2013	71-500-3020-625-008	
PAYMENT #24	FALL CREEK PAYMENT #24	15,981.33	03/26/2013	71-500-3020-625-009	
PAYMENT #24	FALL CREEK PAYMENT #24	28,259.56	03/26/2013	71-500-3020-625-010	
PAYMENT #24	FALL CREEK PAYMENT #24	47,995.18	03/26/2013	71-510-3020-620-007	
PAYMENT #24	FALL CREEK PAYMENT #24	72,910.01	03/26/2013	71-510-3020-620-008	
PAYMENT #24	FALL CREEK PAYMENT #24	37,329.58	03/26/2013	71-510-3020-625-009	
PAYMENT #24	FALL CREEK PAYMENT #24	20,136.64	03/26/2013	71-510-3020-625-010	
	Check Total:	331,401.36			
	Total for Check Run:	331,401.36			
	Total of Number of Checks:	1			

Accounts Payable

Manual Check Proof List

User: lysandra
Printed: 03/26/2013 - 8:01AM

Q 3/28/13



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 1297	SCOTT VALLEY BANK						
03/22/13	81.31	03/22/2013	BANK CHARGES 2/13	430	03/22/2013	01-030-0000-526-000	
Total for Check	81.31						
Total for 1297	81.31						
Total Checks:		81.31					

Accounts Payable

Computer Check Proof List by Vendor

User: lysandra
 Printed: 03/28/2013 - 3:03PM
 Batch: 00014.03.2013

Q 3/28/13



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1202	TAMMY MCINTIRE			Check Sequence: 1	ACH Enabled: False
TRNG 4/1-4/4	TRNG 4/1-4/4 PORTLAND	5.03	03/28/2013	01-080-0000-516-000	
TRNG 4/1-4/4	TRNG 4/1-4/4 PORTLAND	5.04	03/28/2013	01-400-0000-513-000	
TRNG 4/1-4/4	TRNG 4/1-4/4 PORTLAND	5.03	03/28/2013	20-310-0000-512-000	
TRNG 4/1-4/4	TRNG 4/1-4/4 PORTLAND	5.03	03/28/2013	20-390-0000-516-000	
TRNG 4/1-4/4	TRNG 4/1-4/4 PORTLAND	5.03	03/28/2013	24-320-0000-416-000	
TRNG 4/1-4/4	TRNG 4/1-4/4 PORTLAND	37.76	03/28/2013	70-500-0000-513-000	
TRNG 4/1-4/4	TRNG 4/1-4/4 PORTLAND	37.76	03/28/2013	70-510-0000-513-000	
TRNG 4/1-4/4	TRNG 4/1-4/4 PORTLAND	33.56	03/28/2013	80-550-0000-513-000	
TRNG 4/1-4/4	TRNG 4/1-4/4 PORTLAND	33.56	03/28/2013	80-560-0000-513-000	
	Check Total:	167.80			
Vendor: 1324	SPRINGBROOK SOFTWARE INC			Check Sequence: 2	ACH Enabled: False
INV24785	INV 24785	17.84	03/28/2013	01-080-0000-516-000	
INV24785	INV 24785	119.00	03/28/2013	80-560-0000-513-000	
INV24785	INV 24785	297.50	03/28/2013	80-030-0000-513-000	
INV24785	INV 24785	119.00	03/28/2013	80-550-0000-513-000	
INV24785	INV 24785	133.88	03/28/2013	70-510-0000-513-000	
INV24785	INV 24785	297.50	03/28/2013	70-030-0000-513-000	
INV24785	INV 24785	133.88	03/28/2013	70-500-0000-513-000	
INV24785	INV 24785	17.85	03/28/2013	24-320-0000-416-000	
INV24785	INV 24785	17.85	03/28/2013	20-390-0000-516-000	
INV24785	INV 24785	17.85	03/28/2013	20-310-0000-512-000	
INV24785	INV 24785	17.85	03/28/2013	01-400-0000-513-000	
	Check Total:	1,190.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	1,357.80			
	Total of Number of Checks:	2			

Accounts Payable

Computer Check Proof List by Vendor

User: lysandra
 Printed: 03/28/2013 - 1:43PM
 Batch: 00013.03.2013



② 3/28/13

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1527 85119	ACME COMPUTER INV 85119	3,375.00	04/05/2013	01-050-0000-525-000	Check Sequence: 1 ACH Enabled: False
	Check Total:	3,375.00			
Vendor: 1009 41779	ALPINE BUSINESS EQUIPMENT INV 41779	30.69	04/05/2013	01-350-0000-521-000	Check Sequence: 2 ACH Enabled: False
	Check Total:	30.69			
Vendor: 1011 LMED786934	AMERICAN LINEN INV LMED786934	45.70	04/05/2013	01-200-0000-526-000	Check Sequence: 3 ACH Enabled: False
	Check Total:	45.70			
Vendor: 1656 12502	ARCMATE MANUFACTURING CORP INV 12502	77.40	04/05/2013	01-400-0000-416-000	Check Sequence: 4 ACH Enabled: False
	Check Total:	77.40			
Vendor: 4301 4170057 4173582 4200463 4200464 4200468 4201196 4201287 4201287 4209301 4213430 4213431 4213434	AT&T CALNET 2 INV 4170057 INV 4173582 INV 4200463 INV 4200464 INV 4200468 INV 4201196 INV 4201287 INV 4201287 INV 4209301 INV 4213430 INV 4213431 INV 4213434	598.95 22.89 16.66 15.96 45.72 15.96 117.88 117.87 66.79 14.95 46.40 16.45	04/05/2013 04/05/2013 04/05/2013 04/05/2013 04/05/2013 04/05/2013 04/05/2013 04/05/2013 04/05/2013 04/05/2013 04/05/2013 04/05/2013	01-200-0000-517-000 01-200-0000-517-000 01-300-0000-517-000 80-560-0000-517-000 01-020-0000-517-000 70-510-0000-517-000 70-030-0000-517-006 80-030-0000-517-006 01-210-0000-517-000 70-510-0000-517-000 70-510-0000-517-000 70-510-0000-517-000	Check Sequence: 5 ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,096.48			
Vendor: 6021 1302619	BASIC LABORATORY INC INV 1302619	121.00	04/05/2013	Check Sequence: 6 80-560-0000-416-001	ACH Enabled: False
	Check Total:	121.00			
Vendor: 1979 2013-11	NEIL BINGHAM INV 2013-11	2,287.00	04/05/2013	Check Sequence: 7 10-210-0000-620-000	ACH Enabled: False
	Check Total:	2,287.00			
Vendor: 1041 04/05/13	RON BLACK APRIL 2013	675.00	04/05/2013	Check Sequence: 8 01-200-0000-521-004	ACH Enabled: False
	Check Total:	675.00			
Vendor: 1043 120328	BUDGE-MCHUGH INV 120328	22.45	04/05/2013	Check Sequence: 9 70-500-0000-416-000	ACH Enabled: False
	Check Total:	22.45			
Vendor: 3643	CITY OF YREKA - WATER DEPT			Check Sequence: 10	ACH Enabled: False
13279 3/13	013279-000 3/13	7,344.63	04/05/2013	80-560-0000-518-003	
13280 3/13	013280-000 3/13	77.81	04/05/2013	01-370-0000-518-003	
16150 3/13	016150-000 3/13	181.54	04/05/2013	01-400-0000-518-003	
16165 3/13	016165-000 3/13	131.78	04/05/2013	01-400-0000-518-003	
17683 3/13	017683-000 3/13	88.48	04/05/2013	01-400-0000-518-003	
17694-002 3/13	017694-002 3/13	425.41	04/05/2013	01-420-0000-518-003	
17825 3/13	017825-000 3/13	47.40	04/05/2013	01-400-0000-518-003	
17826 3/13	017826-000 3/13	379.20	04/05/2013	01-400-0000-518-003	
17827 3/13	017827-000 3/13	421.20	04/05/2013	01-400-0000-518-003	
17890 3/13	017890-000 3/13	83.51	04/05/2013	01-400-0000-518-003	
17949 3/13	017949-000 3/13	566.80	04/05/2013	01-400-0000-518-003	
17950 3/13	017950-000 3/13	126.40	04/05/2013	01-400-0000-518-003	
17951 3/13	017951-000 3/13	87.29	04/05/2013	01-400-0000-518-003	
17952 3/13	017952-000 3/13	88.48	04/05/2013	01-400-0000-518-003	
17963 3/13	017963-000 3/13	31.60	04/05/2013	01-400-0000-518-003	
5406 3/13	005406-000 3/13	31.60	04/05/2013	01-400-0000-518-003	
5407 3/13	005407-000 3/13	87.36	04/05/2013	01-400-0000-518-003	
5619 3/13	005619-000 3/13	364.85	04/05/2013	04-620-1017-518-003	
6136 3/13	006136-000 3/13	31.60	04/05/2013	01-400-0000-518-003	
6327 3/13	006327-000 3/13	99.84	04/05/2013	01-200-0000-518-003	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
6345 3/13	006345-000 3/13	87.29	04/05/2013	04-610-1016-518-003	
6404 3/13	006404-000 3/13	556.79	04/05/2013	01-210-0000-518-003	
6420 3/13	006420-000 3/13	78.01	04/05/2013	01-210-0000-518-003	
6427 3/13	006427-000 3/13	31.60	04/05/2013	01-400-0000-518-003	
6529 3/13	006529-000 3/13	41.08	04/05/2013	01-400-0000-518-003	
6531 3/13	006531-000 3/13	31.60	04/05/2013	01-400-0000-518-003	
7488 3/13	007488-000 3/13	93.61	04/05/2013	01-020-0000-518-003	
7599 3/13	007599-000 3/13	7.76	04/05/2013	01-400-0000-518-003	
7603 3/13	007603-000 3/13	88.48	04/05/2013	01-400-0000-518-003	
9919 3/13	009919-000 3/13	126.40	04/05/2013	01-400-0000-518-003	
9919-001 3/13	009919-001 3/13	77.81	04/05/2013	01-400-0000-518-003	
	Check Total:	11,917.21			
Vendor: 1077	COMPUTER LOGISTICS CORPORATION			Check Sequence: 11	ACH Enabled: False
59431	INV 59431 SALES TAX	0.22	04/05/2013	01-200-0000-525-001	
59443	INV 59443	2,430.00	04/05/2013	01-200-0000-517-000	
	Check Total:	2,430.22			
Vendor: 1094	CPOA			Check Sequence: 12	ACH Enabled: False
2669728	INV 2669728	40.00	04/05/2013	01-200-0000-511-000	
	Check Total:	40.00			
Vendor: 3118	CROSS PETROLEUM			Check Sequence: 13	ACH Enabled: False
CL17290	INV CL17290	56.81	04/05/2013	01-200-0000-520-310	
	Check Total:	56.81			
Vendor: 1093	DATA TICKET INC			Check Sequence: 14	ACH Enabled: False
45941	INV 45941	150.00	04/05/2013	24-200-0000-526-005	
	Check Total:	150.00			
Vendor: 1674	DEVELOPMENT GROUP INC			Check Sequence: 15	ACH Enabled: False
4014	INV 4014	1,091.65	04/05/2013	01-200-0000-525-001	
	Check Total:	1,091.65			
Vendor: 2167	DOWNEY BRAND LLP			Check Sequence: 16	ACH Enabled: False
448077	INV 448077	3,383.55	04/05/2013	80-550-0000-525-001	
448077	INV 448077	3,383.55	04/05/2013	80-560-0000-525-001	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	6,767.10			
Vendor: 1116	DRY CREEK LANDFILL INC			Check Sequence: 17	ACH Enabled: False
1863672	INV 1863672	3,059.64	04/05/2013	80-560-0000-420-006	
	Check Total:	3,059.64			
Vendor: 1910	G & G HARDWARE (PARKS)			Check Sequence: 18	ACH Enabled: False
149584	INV 149584	4.28	04/05/2013	01-400-0000-416-000	
149594	INV 149594	21.49	04/05/2013	01-400-0000-416-000	
149615	INV 149615	19.16	04/05/2013	01-400-0000-416-000	
149697	INV 149697	5.36	04/05/2013	01-400-0000-416-000	
149737	INV 149737	25.79	04/05/2013	01-400-0000-416-000	
149920	INV 149920	14.01	04/05/2013	01-400-0000-416-000	
149958	INV 149958	20.40	04/05/2013	01-400-0000-416-000	
149993	INV 149993	51.98	04/05/2013	01-400-0000-416-000	
149996	INV 149996	3.20	04/05/2013	01-400-0000-416-000	
150037	INV 150037	43.84	04/05/2013	01-400-0000-416-000	
150072	INV 150072	25.28	04/05/2013	01-400-0000-416-000	
150075	INV 150075	4.29	04/05/2013	01-400-0000-416-000	
150086	INV 150086	161.25	04/05/2013	01-400-0000-416-000	
150094	INV 150094	4.16	04/05/2013	01-400-0000-416-000	
150100	INV 150100	2.77	04/05/2013	01-400-0000-416-000	
150163	INV 150163	20.17	04/05/2013	01-400-0000-416-000	
150243	INV 150243	9.65	04/05/2013	01-400-0000-416-000	
	Check Total:	437.08			
Vendor: 1916	G & G HARDWARE (POLICE)			Check Sequence: 19	ACH Enabled: False
149404	INV 149404	236.48	04/05/2013	01-230-0000-510-000	
	Check Total:	236.48			
Vendor: 1911	G & G HARDWARE (PUBLIC WORKS)			Check Sequence: 20	ACH Enabled: False
149206	INV 149206	2.13	04/05/2013	20-312-0000-418-001	
149209	INV 149209	24.71	04/05/2013	01-370-0000-521-000	
149219	INV 149219	3.75	04/05/2013	80-550-0000-416-000	
149450	INV 149450	32.23	04/05/2013	80-550-0000-416-000	
149489	INV 149489	12.35	04/05/2013	80-550-0000-416-000	
149520	INV 149520	37.69	04/05/2013	01-230-0000-521-000	
149535	INV 149535	19.34	04/05/2013	01-080-0000-521-000	
149711	INV 149711	2.68	04/05/2013	01-400-0000-421-000	
149719	INV 149719	9.66	04/05/2013	01-200-0000-521-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
149866	INV 149866	1.14	04/05/2013	80-550-0000-416-000	
149869	INV 149869	1.46	04/05/2013	70-500-0000-416-000	
149983	INV 149983	2.63	04/05/2013	70-500-0000-416-000	
149983	INV 149983	2.63	04/05/2013	80-550-0000-416-000	
149983	INV 149983	2.62	04/05/2013	20-310-0000-416-001	
149983	INV 149983	2.63	04/05/2013	01-400-0000-416-000	
150176	INV 150176	4.61	04/05/2013	01-400-0000-416-000	
150184	INV 150184	1.92	04/05/2013	70-500-0000-416-000	
150197	INV 150197	7.51	04/05/2013	01-080-0000-521-000	
	Check Total:	171.69			
Vendor: 1902	G & G HARDWARE (WWTP)			Check Sequence: 21	ACH Enabled: False
149718	INV 149718	6.44	04/05/2013	80-560-0000-420-003	
150067	INV 150067	15.01	04/05/2013	80-560-0000-420-003	
150178	INV 150178	44.51	04/05/2013	80-560-0000-420-003	
	Check Total:	65.96			
Vendor: 1141	KARL GREINER			Check Sequence: 22	ACH Enabled: False
10015	INV 10015	500.00	04/05/2013	01-090-0000-525-000	
	Check Total:	500.00			
Vendor: 1147	HEATON STEEL & SUPPLY			Check Sequence: 23	ACH Enabled: False
220175	INV 220175	149.59	04/05/2013	01-400-0000-416-000	
220175	INV 220175	284.48	04/05/2013	80-550-0000-416-000	
220175	INV 220175	284.49	04/05/2013	70-500-0000-416-000	
220175	INV 220175	149.59	04/05/2013	20-310-0000-416-001	
220176	INV 220176	46.57	04/05/2013	20-310-0000-416-001	
220176	INV 220176	88.56	04/05/2013	70-500-0000-416-000	
220176	INV 220176	88.56	04/05/2013	80-550-0000-416-000	
220176	INV 220176	46.57	04/05/2013	01-400-0000-416-000	
220177	INV 220177	3.85	04/05/2013	01-400-0000-416-000	
220177	INV 220177	7.31	04/05/2013	80-550-0000-416-000	
220177	INV 220177	7.32	04/05/2013	70-500-0000-416-000	
220177	INV 220177	3.85	04/05/2013	20-310-0000-416-001	
	Check Total:	1,160.74			
Vendor: 2142	DOHN HENION			Check Sequence: 24	ACH Enabled: False
04/05/13	APRIL 2013 (1)	1,250.00	04/05/2013	01-040-0000-525-001	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,250.00			
Vendor: 23080	JIM WILSON MOTORS			Check Sequence: 25	ACH Enabled: False
34248	INV 34248	46.49	04/05/2013	01-200-0000-520-360	
34271	INV 34271	46.49	04/05/2013	01-200-0000-520-360	
	Check Total:	92.98			
Vendor: 1167	CLIFF KETTLE			Check Sequence: 26	ACH Enabled: False
6840	INV 6840	59.88	04/05/2013	01-200-0000-516-000	
	Check Total:	59.88			
Vendor: 1186	MICHAEL LESTER			Check Sequence: 27	ACH Enabled: False
04/05/13	REIMBURSE SUPPLIES	9.54	04/05/2013	01-230-0000-416-000	
	Check Total:	9.54			
Vendor: 1187	LIEBERT, CASSIDY & WHITMORE			Check Sequence: 28	ACH Enabled: False
160375	INV 160375	4,578.70	04/05/2013	01-040-0000-525-001	
	Check Total:	4,578.70			
Vendor: 1400	MADRONE HOSPICE			Check Sequence: 29	ACH Enabled: False
04/05/13	APRIL 2013	5,343.75	04/05/2013	01-090-0000-560-004	
	Check Total:	5,343.75			
Vendor: 1202	TAMMY MCINTIRE			Check Sequence: 30	ACH Enabled: False
04/05/13	REIMBURSE SUPPLIES	117.70	04/05/2013	01-370-0000-515-000	
04/05/13	REIMBURSE SUPPLIES	117.69	04/05/2013	70-510-0000-515-000	
	Check Total:	235.39			
Vendor: 1203	MCMaster-CARR			Check Sequence: 31	ACH Enabled: False
48177594	INV 48177594	115.43	04/05/2013	80-560-0000-420-003	
	Check Total:	115.43			
Vendor: 1215	MUNNELL & SHERRILL			Check Sequence: 32	ACH Enabled: False
43777	INV 43777	154.35	04/05/2013	24-320-0000-422-000	
	Check Total:	154.35			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1223	NORTH COAST ELECTRIC COMPANY			Check Sequence: 33	ACH Enabled: False
S4999045.001	INV S4999045.001	290.25	04/05/2013	20-310-0000-420-521	
S5027062.001	INV S5027062.001	240.88	04/05/2013	20-310-0000-420-521	
S5027062.002	INV S5027062.002	160.58	04/05/2013	20-310-0000-420-521	
S5027062.003	INV S5027062.003	80.29	04/05/2013	20-310-0000-420-521	
	Check Total:	772.00			
Vendor: 1237	OLIN CORP - CHLOR ALKALI			Check Sequence: 34	ACH Enabled: False
1657015	INV 1657015	5,133.08	04/05/2013	80-560-0000-416-002	
	Check Total:	5,133.08			
Vendor: 1253	PERFECTION CLEANING INC			Check Sequence: 35	ACH Enabled: False
04/05/13	MARCH 2013	300.00	04/05/2013	01-400-0000-426-003	
04/05/13	MARCH 2013	680.00	04/05/2013	01-200-0000-526-001	
04/05/13	MARCH 2013	185.00	04/05/2013	01-080-0000-526-001	
	Check Total:	1,165.00			
Vendor: 2173	PNEU-DART INC			Check Sequence: 36	ACH Enabled: False
132179	INV 132179 DART GUN	577.11	04/05/2013	01-200-0000-520-000	
	Check Total:	577.11			
Vendor: 1894	KEN POLI			Check Sequence: 37	ACH Enabled: False
04/05/13	REIMBURSE SUPPLIES	88.39	04/05/2013	01-470-0000-520-000	
	Check Total:	88.39			
Vendor: 1272	BRUCE RIGER			Check Sequence: 38	ACH Enabled: False
01/23/13	YFD EXAM - LINDLEY	84.54	04/05/2013	01-210-0000-525-000	
01/29/13	YFD EXAM - LINDLEY	20.00	04/05/2013	01-210-0000-525-000	
	Check Total:	104.54			
Vendor: 1283	SC ECONOMIC DEVELOPMENT COUNCIL			Check Sequence: 39	ACH Enabled: False
04/05/13	APRIL 2013	3,333.33	04/05/2013	01-090-0000-560-001	
	Check Total:	3,333.33			
Vendor: 1303	SHASTA FOREST PRODUCTS			Check Sequence: 40	ACH Enabled: False
24659-IN	INV 24659-IN	52.68	04/05/2013	01-080-0000-521-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	52.68			
Vendor: 1572	SHOP SMART			Check Sequence: 41	ACH Enabled: False
1533543	INV 1533543 ACCT 46872	51.08	04/05/2013	01-200-0000-516-000	
	Check Total:	51.08			
Vendor: 25035	MICHAEL SIMAS			Check Sequence: 42	ACH Enabled: False
38761	INV 38761	57.78	04/05/2013	01-040-0000-516-000	
38761	INV 38761	57.78	04/05/2013	01-090-0000-516-000	
38761	INV 38761	115.57	04/05/2013	20-300-0000-516-000	
	Check Total:	231.13			
Vendor: 19100	SISKIYOU DAILY NEWS			Check Sequence: 43	ACH Enabled: False
6507	NEWS #6507	30.50	04/05/2013	60-310-6010-625-007	
	Check Total:	30.50			
Vendor: 2042	SISKIYOU MEDIA COUNCIL			Check Sequence: 44	ACH Enabled: False
04/05/13	APRIL - JUNE 2013	1,450.00	04/05/2013	01-090-0000-560-003	
	Check Total:	1,450.00			
Vendor: 1314	SISKIYOU OPPORTUNITY CENTER			Check Sequence: 45	ACH Enabled: False
10928	INV 10928	20.63	04/05/2013	01-200-0000-526-000	
	Check Total:	20.63			
Vendor: 22015	SUBURBAN PROPANE			Check Sequence: 46	ACH Enabled: False
002022 3/13	1638-002022 3/13	1,275.43	04/05/2013	01-210-0000-518-002	
002535 3/13	1638-002535 3/13	413.65	04/05/2013	01-020-0000-518-002	
002535 3/13	1638-002535 3/13	8.00	04/05/2013	04-610-1016-518-002	
002543 3/13	1638-002543 3/13	1,703.29	04/05/2013	01-470-0000-518-002	
002551 3/13	1638-002551 3/13	1,676.89	04/05/2013	01-480-0000-518-002	
010421 3/13	1638-010421 3/13	830.50	04/05/2013	01-210-0000-518-002	
	Check Total:	5,907.76			
Vendor: 21027	UNITED PARCEL SERVICE			Check Sequence: 47	ACH Enabled: False
61E73V113	INV 61E73V113	12.59	04/05/2013	01-040-0000-515-000	
84V993113	INV 84V993113	11.76	04/05/2013	80-560-0000-420-003	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	24.35			
Vendor: 1353 913071	USA BLUE BOOK INV 913071	301.11	04/05/2013	Check Sequence: 48 80-560-0000-420-003	ACH Enabled: False
	Check Total:	301.11			
Vendor: 25090 04/05/13	USPS APRIL 2013	1,220.00	04/05/2013	Check Sequence: 49 70-030-0000-515-001	ACH Enabled: False
	Check Total:	1,220.00			
Vendor: 23008 007645 008284 008797	WAL-MART COMMUNITY INV 007645 INV 008284 INV 008797	57.44 25.84 37.50	04/05/2013 04/05/2013 04/05/2013	Check Sequence: 50 01-230-0000-416-000 01-370-0000-515-000 80-550-0000-416-000	ACH Enabled: False
	Check Total:	120.78			
Vendor: 1374 04/05/13	YREKA CHAMBER OF COMMERCE APRIL 2013	4,275.00	04/05/2013	Check Sequence: 51 01-090-0000-560-000	ACH Enabled: False
	Check Total:	4,275.00			
Vendor: 25120 005821 3/13 043311 3/13 054217 3/13	YREKA TRANSFER ACCT 005821 3/13 ACCT 043311 3/13 ACCT 054217 3/13	73.00 133.00 120.00	04/05/2013 04/05/2013 04/05/2013	Check Sequence: 52 01-210-0000-518-004 04-620-1017-518-004 01-480-0000-518-004	ACH Enabled: False
	Check Total:	326.00			
	Total for Check Run:	72,839.79			
	Total of Number of Checks:	52			

CITY OF YREKA
TREASURER'S REPORT TO THE CITY COUNCIL
Feb-2013

Fund Type	Fund	Fund Description	Previous Balance	Receipts / Debits	Disbursements / Credits	Cash Balance by Fund	
General-Unrestricted	01	General Operating	\$ 2,303,464.63	\$ 228,684.88	\$ 390,215.43	\$ 2,141,934.08	
General-Designated	01	Comm Art	2,772.56	-	-	2,772.56	
General-Designated	01	Fire Museum	4,952.35	-	-	4,952.35	
General-Designated	01	Planning Deposits	-	-	-	0.00	
General-Designated	01	Sidewalk in Lieu	35,803.46	-	-	35,803.46	
General-Designated	01	Parkland Trust	-	-	-	0.00	
General-Designated	01	Police Asset Forfeit	6,424.78	-	-	6,424.78	
General-Designated	01	Parking Fees	63,011.04	-	-	63,011.04	
General-Designated	01	Campbell Tract Redemption	48,020.34	-	-	48,020.34	
General-Designated	01	Baker Tract/Lucas	-	-	-	0.00	
General-Designated	02	Gifts Donations	3,552.80	-	-	3,552.80	
General-Designated	02	K-9 Unit	16,711.74	-	-	16,711.74	
General-Designated	02	YPD Donated - Hitson	8,079.86	-	-	8,079.86	
General-Designated	02	YPD Donated - Travellers	3,864.72	-	-	3,864.72	
General-Designated	02	YPD Donated - Teen Fund	453.08	500.00	-	953.08	
General-Designated	02	Greenhorn Park Redevelopment	-	-	-	0.00	
General-Designated	03	YVFD Volunter Fund	75,116.09	12,376.27	-	87,492.36	
General-Restricted	04	Crandell Cash	1,921,464.78	964.00	2,702.29	1,919,726.49	
General-Restricted	04	Morgan Stanely SmithBarney-Crandall	-	-	-	0.00	
General-Designated	08	Grant Projects Reserve	1,154,742.23	8,550.89	17,101.78	1,146,191.34	
General-Designated	08	PERS Pension Liability Reserve	(475,447.17)	8,550.89	-	(466,896.28)	
General-Designated	09	Reserves for Cap. Outlay	999,047.10	-	-	999,047.10	General - All
General-Designated	10	Capital Outlay	38,003.93	-	3,940.37	34,063.56	\$ 6,055,705.38
Spec. Rev. -Streets	20	Gas Tax 2106	(46,939.95)	-	22,793.72	(69,733.67)	
Spec. Rev. -Streets	20	Traffic Conjection Relief	-	-	-	0.00	
Spec. Rev. -Streets	21	Local Transportation	442,311.43	-	-	442,311.43	Streets
Spec. Rev. -Streets	24	Fines - Traffic Safety	47,140.72	2,821.46	3,770.11	46,192.07	\$ 418,769.83
Special Revenue	30	Fire Assessment Spec. Rev	331,577.14	25,951.12	11,842.35	345,685.91	
Special Revenue	31	Landfill Access Fee - Debt Service	(144,429.30)	18,412.39	446.48	(126,463.39)	Special Revenues
Special Revenue	32	Developer Impact Fees	380,373.19	300.08	-	380,673.27	\$ 599,895.79
Special Grants	60	Spec Grants Capital Outlay	(379,783.51)	26,266.00	31,609.03	(385,126.54)	Special Grants
Special Grants	65	Community Development Grants	134,685.72	1,625.68	922.72	135,388.68	\$ (249,737.86)
Water Enterprise	70	Water Operating	87,258.47	176,950.23	155,538.34	108,670.36	
Water Enterprise	71	Water Capital Projects	66,228.07	214,611.38	291,973.03	(11,133.58)	
Water Enterprise	72	Water Debt Servicing	114,699.75	-	-	114,699.75	
Water Enterprise	72	USDA COPS 2010	100,000.00	-	-	100,000.00	Water Enterprise
Water Enterprise	74	Water Reserves	4,794,314.50	39,285.48	-	4,833,599.98	\$ 5,145,836.51
Sewer Enterprise	80	Sewer Operating	868,591.26	204,699.65	177,488.10	895,802.81	
Sewer Enterprise	81	Sewer Capital Outlay	(335,195.80)	-	26,569.32	(361,765.12)	
Sewer Enterprise	82	Sewer Debt Servicing	43,059.50	-	-	43,059.50	
Sewer Enterprise	82	USDA COPS 2003	100,000.00	-	-	100,000.00	Enterprise-Sewer
Sewer Enterprise	84	Sewer Reserves	2,063,062.58	50,841.87	-	2,113,904.45	\$ 2,791,001.64
Agency	90	Agency - Cash	(14,279.00)	337,484.98	319,427.36	3,778.62	Agency- Payroll
							\$ 3,778.62
COLUMN TOTALS			\$14,862,713.09	\$ 1,358,877.25	\$ 1,456,340.43	\$14,765,249.91	\$ 14,765,249.91
BANK RECAPITULATION			PER BANK	Market Value	PER LEDGER		
		L.A.I.F. 0.286%	14,311,625.00	14,311,625.00			
		Petty Cash Drawers	700.00				
		YVFD Petty Cash	100.00				
		TriCounties YVFD DDA	87,482.35				
		Scott Valley Bank - Primary DDA	442,094.69				
		TOTAL PER BANK	<u>14,842,002.04</u>		14,765,249.91		
ADJUSTMENTS							
		Less Outstanding Checks SVB	(80,211.63)				
		Less Outstanding Checks TCB	(89.99)				
		Deposits in transit	36,821.47				
		SVB DDA Interest	(31.44)				
		I-Pay SVB 2/28 GL 3/1	271.12				
		CalPERS Health Prem Pymt (ACH draft)	(33,991.78)				
		CalPERS Health Prem retro	480.12				
		TOTAL PER LEDGER	<u>14,765,249.91</u>		<u>14,765,249.91</u>		

Rhetta Hogan, City Treasurer

David Simmen, City Mayor

**2012-2013 Operating Budget of Revenue and Expenditures
with Actuals through
February 28, 2013**

Fund Analysis		REVENUE			EXPENSE			Excess of Rev over Exp.-Surplus/ (Deficit)		Based on Operating Budget			Current Cash Balance
Major Grp	Fund	Adopted	Operating Budget	Year to Date	Adopted	Operating Budget	Year to Date	Operating Budget	Net Actual Year to Date	Beginning Working Capital	Operating Budget Net Increase / (Decrease)	Ending Working Capital	
Investment in LAIF	00	-	-	-	-	-	-	-	-	-	-	-	-
General Operating	01	4,844,507.10	4,846,077.10	2,637,297.15	4,840,592.49	4,842,162.49	3,023,832.77	3,914.61	(386,535.62)	2,688,399.88	3,914.61	2,692,314.49	2,302,918.61
General Operating Fund		4,844,507.10	4,846,077.10	2,637,297.15	4,840,592.49	4,842,162.49	3,023,832.77	3,914.61	(386,535.62)	2,688,399.88	3,914.61	2,692,314.49	2,302,918.61
Gifts Donations	02	(17,329.10)	(17,329.10)	948.81	1,200.00	1,200.00	157.30	(18,529.10)	791.51	32,370.69	(18,529.10)	13,841.59	33,162.20
YVFD Volunter Fund	03	20,500.00	20,500.00	29,035.76	20,500.00	20,500.00	26,537.08	-	2,498.68	84,993.68	-	84,993.68	87,492.36
Trusts -Crandell-Stewart	04	30,000.00	30,000.00	14,671.28	124,820.00	124,820.00	59,526.22	(94,820.00)	(44,854.94)	1,964,581.43	(94,820.00)	1,869,761.43	1,919,726.49
General Fund Reserves	08	(353,293.00)	(353,293.00)	(306,129.07)	(199,347.00)	(199,347.00)	(76,241.34)	(153,946.00)	(229,887.73)	906,178.74	(153,946.00)	752,232.74	679,295.06
Reserves for Cap. Outlay	09	120,000.00	120,000.00	120,000.00	25,000.00	25,000.00	25,000.00	95,000.00	95,000.00	904,047.10	95,000.00	999,047.10	999,047.10
Capital Outlay	10	250,000.00	250,000.00	262,584.43	250,000.00	259,529.00	174,587.59	(9,529.00)	87,996.84	-	(9,529.00)	(9,529.00)	34,063.56
General Fund - Restricted or Designated		49,877.90	49,877.90	121,111.21	222,173.00	231,702.00	209,566.85	(181,824.10)	(88,455.64)	3,892,171.64	(181,824.10)	3,710,347.54	3,752,786.77
Total General Fund		4,894,385.00	4,895,955.00	2,758,408.36	5,062,765.49	5,073,864.49	3,233,399.62	(177,909.49)	(474,991.26)	6,580,571.52	(177,909.49)	6,402,662.03	6,055,705.38
Gas Tax & Traffic Cong.	20	436,066.03	436,066.03	122,294.82	436,066.03	436,066.03	198,261.92	-	(75,967.10)	6,233.43	-	6,233.43	(69,733.67)
Local Transportation	21	201,000.00	201,000.00	749.22	376,493.24	376,493.24	-	(175,493.24)	749.22	441,562.21	(175,493.24)	266,068.97	442,311.43
Fines - Traffic Safety	24	105,736.99	105,736.99	85,957.09	105,736.99	105,736.99	42,010.65	-	43,946.44	2,245.63	-	2,245.63	46,192.07
Road, Street & Transit - Restricted		742,803.02	742,803.02	209,001.13	918,296.26	918,296.26	240,272.57	(175,493.24)	(31,271.44)	450,041.27	(175,493.24)	274,548.03	418,769.83
Total Road, Streets and Transit		742,803.02	742,803.02	209,001.13	918,296.26	918,296.26	240,272.57	(175,493.24)	(31,271.44)	450,041.27	(175,493.24)	274,548.03	418,769.83
Fire Assessment Spec. Rev	30	221,000.00	221,000.00	153,385.85	142,508.17	142,508.17	186,267.84	78,491.83	(32,881.99)	392,642.68	78,491.83	471,134.51	345,685.91
Landfill Access Fee - Debt Service	31	215,500.00	215,500.00	146,849.46	181,467.97	181,467.97	178,582.09	34,032.03	(31,732.63)	(70,725.58)	34,032.03	(36,693.55)	(126,463.39)
Developer Impact Fees	32	40,075.00	40,075.00	642.69	-	-	-	40,075.00	642.69	74,053.61	40,075.00	114,128.61	380,673.27
Special Revenue - Restricted		476,575.00	476,575.00	300,878.00	323,976.14	323,976.14	364,849.93	152,598.86	(63,971.93)	395,970.71	152,598.86	548,569.57	599,895.79
Total Special Revenue		476,575.00	476,575.00	300,878.00	323,976.14	323,976.14	364,849.93	152,598.86	(63,971.93)	395,970.71	152,598.86	548,569.57	599,895.79
Spec Grants Capital Outlay	60	1,905,750.00	2,121,750.00	24,992.09	1,905,750.00	1,905,750.00	443,316.79	216,000.00	(418,324.70)	(148.84)	216,000.00	215,851.16	(385,126.54)
Community Development Grants	65	176,500.00	176,500.00	(4,035.73)	184,000.00	184,000.00	76,746.75	(7,500.00)	(80,782.48)	207,512.93	(7,500.00)	200,012.93	135,388.68
Special Grants - Capital Projects		2,082,250.00	2,298,250.00	20,956.36	2,089,750.00	2,089,750.00	520,063.54	208,500.00	(499,107.18)	207,364.09	208,500.00	415,864.09	(249,737.86)
Special Grants - Operating & Capital Projects		2,082,250.00	2,298,250.00	20,956.36	2,089,750.00	2,089,750.00	520,063.54	208,500.00	(499,107.18)	207,364.09	208,500.00	415,864.09	(249,737.86)
Water Operating	70	1,643,586.31	1,643,586.31	1,249,465.94	1,643,586.31	1,643,586.31	938,452.43	-	311,013.51	(29,233.70)	-	(29,233.70)	108,670.36
Water Capital Projects	71	1,163,213.80	1,163,213.80	827,583.91	1,163,213.80	1,230,213.80	1,591,763.57	(67,000.00)	(764,179.66)	344,793.73	(67,000.00)	277,793.73	(11,133.58)
Water Debt Servicing	72	264,000.00	264,000.00	264,000.00	264,000.00	264,000.00	38,300.25	-	225,699.75	100,000.00	-	100,000.00	214,699.75
Water Reserves	74	85,413.89	85,413.89	434,097.88	-	-	-	85,413.89	434,097.88	4,399,502.10	85,413.89	4,484,915.99	4,833,599.98
Water Enterprise		3,156,214.00	3,156,214.00	2,775,147.73	3,070,800.11	3,137,800.11	2,568,516.25	18,413.89	206,631.48	4,815,062.13	18,413.89	4,833,476.02	5,145,836.51
Sewer Operating	80	1,548,489.40	1,548,489.40	1,075,607.47	1,548,489.40	1,548,489.40	871,095.76	-	204,511.71	(14,404.55)	-	(14,404.55)	895,802.81
Sewer Capital Outlay	81	30,000.00	30,000.00	-	30,000.00	179,000.00	104,919.82	(149,000.00)	(104,919.82)	-	(149,000.00)	(149,000.00)	(361,765.12)
Sewer Debt Servicing	82	126,451.22	126,451.22	126,451.22	126,451.22	126,451.22	37,352.53	-	89,098.69	100,000.00	-	100,000.00	143,059.50
Sewer Reserves	84	665,559.38	665,559.38	400,238.54	-	-	-	665,559.38	400,238.54	2,640,467.03	665,559.38	3,306,026.41	2,113,904.45
Sewer Enterprise Fund		2,370,500.00	2,370,500.00	1,602,297.23	1,704,940.62	1,853,940.62	1,013,368.11	516,559.38	588,929.12	2,726,062.48	516,559.38	3,242,621.86	2,791,001.64
Total Enterprise Funds		5,526,714.00	5,526,714.00	4,377,444.96	4,775,740.73	4,991,740.73	3,581,884.36	534,973.27	795,560.60	7,541,124.61	534,973.27	8,076,097.88	7,936,838.15
Agency Trust - Cash	90	-	-	-	-	-	(1,875.41)	-	1,875.41	-	-	-	3,778.62
Agency Funds		-	-	-	-	-	(1,875.41)	-	1,875.41	-	-	-	3,778.62
Total Agency Funds		-	-	-	-	-	(1,875.41)	-	1,875.41	-	-	-	3,778.62
All Funds Combined		13,722,727.02	13,940,297.02	7,666,688.81	13,170,528.62	13,397,627.62	7,938,594.61	542,669.40	(271,905.80)	15,175,072.20	542,669.40	15,717,741.60	14,765,249.91

Approval: _____

David Simmen, City Mayor

3/28/2013 5:43 PM



**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Adopt Resolution No. 3011 authorizing the extension of the Lease Agreement between the City of Yreka and Liberty Arts for an additional five (5) year term.
Meeting date: April 4, 2013

Discussion:

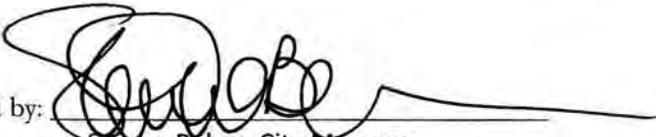
The City entered into a Lease Agreement with Liberty Arts on May 1, 2008 for the lease of City owned property located at 108 W. Miner Street for a period of five years. The terms of the lease offer an extension of said lease for an additional five (5) year period subject to the same terms and conditions.

Liberty Arts has submitted the attached letter requesting an extension of said lease. City staff has reviewed the terms and conditions of the lease agreement and recommends that the City Council authorize the extension of said lease.

Recommendation:

That City Council adopt Resolution No 3011 authorizing the extension of the Lease Agreement between the City of Yreka and Liberty Arts for an additional five year term.

Approved by: _____


Steven Baker, City Manager



February 25, 2013

Mr. Steve Baker
City Manager
City of Yreka
701 Fourth Street
Yreka, CA 96097

Dear Mr. Baker:

I am writing to update you on the work we are doing within our community through Liberty Arts, and to request a five-year extension of our lease agreement with the City.

In accordance with the terms of the lease agreement with the City (*page 2, paragraph 3.2*), Liberty Painting Corporation (dba Liberty Arts) requests the extension of the lease agreement for an additional five (5) years.

During the last five years, the local community has benefitted from the cooperation between our non-profit organization and the City in the exhibition venue, Liberty Arts on Miner Street. Liberty Arts offers free admission and, since our opening in May 2008, has recorded 7,165 visitors to the gallery- many from outside the area, who return to the gallery during subsequent travel.

More importantly, our local artists have benefitted from the use of our gallery to present their work, encouraging a growing arts culture in Yreka. Awareness and cultivation of the arts in Yreka have shown the potential to increase participation in downtown events as witnessed with last year's Art Walk organized by Celia Balderee.

In addition to the 47 exhibitions presented at the gallery, Liberty Arts has hosted 4,872 students visits through our *Explorations* classes for local schools. Classroom trips to the gallery are an important resource for local educators in meeting many standards of Visual & Performing Arts in the California Framework and helps to affirm that the arts are recognized as important in Siskiyou County.

At your request, I would be pleased to present an expanded overview of our programs to you and/or the City Council. On behalf of the Board of Liberty Painting Corporation and the community we serve, I thank you and the City Council for your continued support and confidence.

Sincerely,

Kimberley Presley
President,
Liberty Painting Corporation



Liberty Painting Corporation
Board of Directors

- Janelle Boatright
- Nicki Lee Hill
- Brian Meek
Secretary
- Connie Meek
Financial Officer
- Robin O'Brien
- Thomas O'Brien
- Melinda Plank
- Kimberley Presley
President
- Lauri Sturdivant
- William Wareham

Post Office Box 930
108 West Miner Street
Yreka, CA 96097
(530) 842-0222
www.libertyartsyreka.org

Liberty Arts is a project of
Liberty Painting Corporation,
a 501(c)3 public-benefit
corporation

RESOLUTION NO. 3011
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA
AUTHORIZING AN EXTENSION OF THE LEASE AGREEMENT BETWEEN CITY OF YREKA
AND LIBERTY ARTS FOR AN ADDITIONAL FIVE YEAR TERM

WHEREAS, the City, a municipal corporation, is the owner of property known as 108 W. Miner Street in the City of Yreka; and

WHEREAS, the City and Liberty Arts entered into a Lease Agreement dated May 1, 2008 for a period of five (5) years for the lease of City owned property locate at 108 W. Miner Street; and,

WHEREAS, the Lease Agreement provides for an "Option to Extend Terms for 1 additional period of five (5) years beyond the termination date..."; and

Whereas, City Council has determined it would be in the best interests of the City to approve and authorize the execution of said Lease Extension.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YREKA DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The Council hereby finds and determines that the foregoing recitals are true and correct and the Agreement is hereby approved.

Section 2. The City Council authorizes the City Manager to execute an extension to the aforesaid lease agreement for an additional five year term beginning May 1, 2013 and ending April 30, 2018, and to take any and all other actions as necessary and appropriate to implement the intent of this resolution.

Section 3. It is further resolved, if any section, subsection, part, clause, sentence or phrase of this Resolution or the application thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, the validity of the remaining portions of this Resolution, the application thereof, shall not be effected thereby but shall remain in full force and effect, it being the intention of the City Council to adopt each and every section, subsection, part, clause, sentence phrase regardless of whether any other section, subsection, part, clause, sentence or phrase or the application thereof is held to be invalid or unconstitutional.

Section 4. This resolution shall take effect immediately upon its passage.

Passed and adopted this 4th day of April 2013, by the following vote:

AYES:
NAYS:
ABSENT

Attest:

David Simmen,
Mayor

Elizabeth E. Casson, City Clerk

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DOCUMENTS\WORDDOCS\RESOLUTIONS\AUTHORIZING EXECUTION OF LEASE EXTENSION WITH LIBERTY ARTS..DOC

LEASE AGREEMENT BETWEEN THE CITY OF YREKA AND LIBERTY ARTS FOR 108 W MINER ST., YREKA, CALIFORNIA

THIS LEASE (referred to herein as "Agreement") is made and entered into this 1st day of May 2008, at Yreka, California, by and between Liberty Painting Corporation, a California Corporation, doing business in the City of Yreka as Liberty Arts, hereafter called Lessee, and CITY OF YREKA, a municipal corporation, hereafter called City;

RECITALS

Whereas, City owns the property located at 108 West Miner Street, Yreka, California (referred to hereafter as "the property"); and,

Whereas, with consent of City, Lessee obtained a grant for the sum of \$37,500 which Lessee has used to improve the property at 108 West Miner Street, Yreka, California, by installation of fixtures and improvements suitable to and fit for Lessee's particular use; and,

Whereas, for the purposes set forth hereafter, the City desires to enter into a rental relationship with the Lessee of the southerly forty-six (46) feet of the building located at 108 West Miner Street, hereafter referred to as "the premises";

Whereas, a fair rental value for the premises is approximately Six Hundred Twenty-Five Dollars (\$625.00) per month; and,

Whereas, Lessee is a not for profit organization, duly organized under California law, whose mission is to enrich the cultural heritage and communications among all peoples of the world through creations of works of fine arts and other art forms; and,

Whereas, Lessee wishes to establish and develop the premises to: exhibit works from a broad base of individuals and groups in our community; to offer a venue to guest artists bringing new work and ideas to Siskiyou County; provide educational outreach programs, workshop space and facilities for artists, students and community members; broaden awareness of cultural achievements through performance and exhibition; offer community events, which expand appreciation of all artistic media, including cinematography, videography and photography through exhibition, lecture and informal discussion; and,

Whereas, City desires to allow the greatest amount of use of the premises for access and use of the property consistent with the lessee's mission, as the City believes it is in the interests of the City and its citizens to promote the development of the arts, and by this lease the promotion of the arts will occur in the central business district of the City of Yreka, which will enhance the City of Yreka;

NOW THEREFORE, in consideration, of the mutual promises of the parties hereto, and the performance of the covenants and agreements hereafter to be kept and performed by Lessee, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true.

2. By this Agreement, City agrees to rent the premises to Lessee in consideration of the undertakings of Lessee herein and Lessee agrees to pay to City as rent for the premises the sum of one dollar (\$1.00) annually, payable on the anniversary of execution of this Agreement, together with other valuable consideration, and subject to the terms, conditions, and covenants, described hereafter.

3. Term of Agreement.

3.1. Term. The term of this Agreement (the "Term") shall be for a period commencing on the date this Agreement is approved by the City Council, (the "Commencement Date"), and expiring one day before the day marking the fifth anniversary of the Commencement Date of this Agreement, unless sooner terminated as provided in this Agreement.

3.2. Option to Extend Terms. The Term of this Agreement may be extended for 1(one) additional period of five (5) years beyond the Termination Date, in the event Lessee gives 60 days prior written notice to Lessor of election to renew, upon terms to be negotiated at the time of that notice. Lessor will not unreasonably modify the terms at that time.

3.3 Either party may give ninety (90) days notice of termination of this Agreement to the other at any time during the term of this Agreement.

4. Use of the Premises.

4.1. Required Use. Lessee shall use and continuously occupy the premises during the Term solely for the operation of an art gallery, instructional and demonstrational facility, and meeting facility, and related and incidental purposes and programs, including but not limited to conservation, education, enterprise operations, and visitor services, in accordance with this Agreement and for no other purpose. Lessee shall have unlimited access to the restrooms in the rear of the property.

4.2 Permitted Uses.

4.2.1. Notwithstanding the foregoing, the parties intend that the park adjacent to the premises to the west, known as "The Plaza", may be used and/or utilized by Lessee on first call as of the Commencement Date of this Agreement. The City retains the right to determine the uses of the The Plaza. The parties understand that Lessee may use the Plaza without prior notice to the City, except that in the event the Lessee hosts an exclusive event at the Plaza, such as a fundraising event, Lessee shall give the City at least 30 days prior notice so that (1) the City can assure there are no conflicts on the uses of the Park, and (2) to obtain approval of the City Manager for Lessee hosting of

an event having the use of alcohol in The Plaza. Lessee shall include this area of the Plaza in its insurance coverage for the premises provided in this Agreement.

4.2.2. During the term of this Agreement, and upon prior notice to the City by Lessee of its desire to do so, City will allow Lessee to install a temporary storage unit or facility at the rear of the property, at Lessee's cost, which installation will be subject to the terms and conditions of a standard City encroachment permit and shall be subject to approval and conformity to the requirements of the City's zoning ordinances at Lessee's application.

4.2.3 To the extent that the premises are used for an art gallery or demonstrational display, or other type of display, which is viewable by the public, whether from outside the building or inside the building, the Lessee shall have exclusive authority to determine who shall place such displays on the premises, so long as Lessee shall not permit any display or materials which are prurient or obscene. Lessee also agrees that there shall be no depiction of the name of the city or of any logo associated with the city without the city's prior approval. Any breach of this provision shall be cause for termination of the Agreement.

4.3. Grant Funding. The City shall allow the Lessee to apply for grants in its name for which the Lessee might not otherwise be eligible subject to prior approval by the City Council. The City Council retains the right to accept or not accept grant funds so applied for. All grants to the City received for the Lessee shall be transferred to the Lessee within thirty (30) days of the receipt of the grant funds, if permitted by the terms of the grant.

4.4. No Illegal Uses or Nuisances. Lessee shall not use or occupy any of the Premises, and shall not permit the use or occupancy thereof, in any unlawful manner or for any illegal purpose, and shall not permit to be carried on any activity that would constitute an actionable nuisance under the laws of the State of California. Lessee shall take all reasonable precautions to eliminate any nuisances or hazards relating to its activities on or about the Premises.

5. Maintenance and Operations.

5.1. City Operations Support Payments.

5.1.1. Lessee shall pay 75% of all charges for all electricity charges for or on account of the use of the described premises, or charged upon those premises and upon any business or use carried on there during the term, and City shall pay 25% of those charges.

5.1.2. Lessee shall pay 25% of all charges for all water, sewer, solid waste disposal fees for or on account of the use of the described premises, or charged upon those premises and upon any business or use carried on there during the term, and City shall pay 75% of those charges.

5.1.3. The parties agree to review this provision on every anniversary of this Agreement, and may modify this provision at that time, by a writing. If there is no modification, these terms shall remain in effect.

5.2. Lessee Responsibility. Lessee shall manage and operate the premises as described in Section 4. Lessee shall pay all other bills and charges for or on account of the use of the described premises, or charged upon those premises and upon any business or use carried on there during the term.

5.3 Lessee's further undertakings.

5.3.1.A. Lessee may, at lessee's sole cost and expense, make such changes, alterations or improvements to premises as may be necessary to fit the premises for Lessee's particular use, and such other fixtures and improvements as shall be approved by the City of Yreka in a signed writing specifically referring to this provision. Any fixture or improvement of any kind installed by Lessee shall become the property of City upon termination of this Agreement. Fixture **defined**. A "fixture" is an item of personal property that is attached to real property in such a manner that it is considered a part of the real property.

5.3.1.B. Lessee agrees to pay all costs of any improvement or construction placed on said premises by the Lessee, which shall occur only upon the prior written consent of City, and approval of the Director of Public Works, and Lessee shall not permit any lien to be placed or filed against the premises arising out of such improvements or construction by Lessee. Lessee shall make no alterations to the premises without first receiving the written consent from the City specifically approving the use, location, construction and design of the alterations.

5.3.2 Access the premises solely from Miner Street or Broadway. City shall not interfere with the Lessee's access to the premises.

5.3.3 During the term of the Agreement, Lessee shall make all repairs, alterations, or improvements in, on, the building and about the property upon which the building is situated and described herein at Lessee's sole expense, unless the parties agree otherwise in writing. City shall at all times have the right to build and or add other improvements to the property and to erect any other building or buildings on the premises or adjoining or neighboring premises as it shall deem proper, without any liability to Lessee in any event or for any cause. City reserves the right, from time to time, at its own expense and by its officers, agents, and contractors, to make renovations, repairs and changes in and about the premises, other than those above-provided for Lessee to do, which to City seems desirable, and Lessee agrees to make no claim against City, its officers, agents, and contractors, for interference with their leasehold interest or for loss or damage to their business during the renovations, repairs, and changes.

6. The Lessee shall neither discriminate nor permit discrimination against any

person or group of persons on the grounds of race, color, national origin or disability as defined by the Americans With Disabilities Act in any manner. A breach of this provision is cause for termination of the Agreement.

7. Lessee shall save and hold harmless the City of Yreka, a municipal corporation, from any and all manner of liability whatsoever arising out of the use or operation of said premises, and will provide public liability insurance during the duration of this Agreement and for such other period as may be required herein, at its sole expense, in the amounts and form described in **Exhibit "A"**, attached hereto and made a part hereof by this reference, which policy shall further provide that the same may not be cancelled, revoked, or terminated except upon thirty (30) days prior written notice delivered to the City of Yreka. Upon execution of this Agreement, Lessee shall provide, or cause to be provided, a certificate of the issuance and existence of such coverage to the City.

Lessee shall be solely responsible for all personal property, fixtures and improvements located at the premises, whether belonging to Lessee or not. Lessee acknowledges and agrees that this hold harmless and indemnification provision extends to any loss or damage to the contents of the premises, whether owned by Lessee or by a third party, and whether to any furniture, equipment, supplies, fixtures, or works of art.

8. In the event of dissolution, insolvency or other termination of the existence of the lessee, or if default shall be made in any of the covenants herein agreed to be kept by the Lessee, then it shall be lawful for the City, at its option and without notice, to terminate this Agreement and re-enter the premises and remove all persons therefrom, and Lessee agrees to vacate the same forthwith.

9. Lessee agrees to operate the premises with the goal of providing the widest possible access of the premises to the general public, at an affordable cost. In furtherance of that goal, Lessee agrees to at a minimum establish and maintain the practice of providing substantially reduced admission to the premises, if any, for school groups, and to pursue other options for ease of access to the premises for children, seniors, the disabled and low-income individuals.

10. Annual Report to the City. For the purpose of assuring that the public purpose of this Agreement is accomplished, at least thirty (30) days prior to the beginning of each fiscal year for the City, the Lessee shall, at its sole expense, prepare and submit to the City Manager for his or her information, an Annual Report on the functions occurring at the premises pursuant to this Agreement. The City Manager shall present this Report to the City Council at his or her discretion as an informational item. The Annual Report shall, at a minimum, present the one-year review of the past year and a description of major programmatic changes planned at that time for the ensuing year and any fees or proposed changes in fees for public access.

11. City reserves the right to go upon the premises for the purposes of inspection and to post and keep posted any notice which may be required or permitted by law.

Lessee shall permit City or City's agent, representative or employee to enter the premises at said times for the purpose of inspecting the premises to determine whether Lessee is complying with the terms of this Agreement and for the purpose of doing other lawful acts that may be necessary to protect the City's interest in the premises.

12. Lessee agrees that as of delivery of possession, the premises are in good-working order and repair. Lessee shall, at its own expense, maintain the premises in good working order and repair and in a neat, clean and sanitary condition, and Lessee shall surrender the premises at termination of the Agreement in as good a condition as received, normal wear and tear excepted.

13. Lessee shall not commit or suffer to be committed the accumulation of any pieces, parts, junk, or refuse upon said premises. Lessee shall not suffer any part of the premises to be used for the conduct of any offensive, noisy or dangerous activity, or any activity that would increase premiums for fire insurance for the premises. Lessee shall not suffer the creation or maintenance of any public or private nuisance to be committed thereon, or anything which is against any laws or rules and regulations of any public authority at any time applicable to the premises.

The Lessee shall not permit the disposal of hazardous materials and accumulations of combustibles in excess of the Uniform Fire Code amounts that could change the occupancy of the subject premises.

14. Representations and Warranties. Lessee hereby represents and warrants to the City and covenants as follows:

14.1. Formation. Lessee is a nonprofit corporation duly incorporated, validly existing and in good standing under the laws of the State of California and Lessee shall at all times during the Term of this Agreement maintain its tax-exempt status under § 501(c)(3) of the Internal Revenue Code.

14.2. Authority. Lessee has full power and authority (corporate or otherwise) to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of the Lessee and no other corporate or other action on the part of the Lessee is necessary to authorize the execution and delivery of this Agreement. The individual executing this Agreement for the Lessee has full authority to do so and thereby to bind the Lessee to its terms.

15. Termination of this Agreement. Unless as otherwise provided in the Agreement, this Agreement terminates in the event of a (1) breach of the Agreement or (2) if Lessee's right to possession is terminated by City because of Lessee's breach of this agreement, or (3) if the Lessee abandons the premises, (4) if Lessee becomes insolvent, or (5) if Lessee dissolves or loses its ability to function pursuant to the laws of the State of California, (6) if either party gives written notice to the other party ninety (90) days pursuant to Paragraph 4 of this Agreement, or (7) if both parties agree to

terminate. On termination, and in the event Lessee remains in possession, the City may recover from Lessee the daily rate of \$10.00 which would have been earned after termination and the parties agree this shall constitute the amount of such rental loss that Lessee could have been reasonably avoided, together with and any other amount necessary to compensate City for all the detriment proximately caused by Lessee's failure to perform its obligations under this Agreement, or which in the ordinary course of things would be likely to result therefrom.

Lessee's obligations under this Section shall survive the Termination Date or other termination of this Agreement. Any items of the Lessee's Property which shall remain in the Premises after the Termination Date of this Agreement may, at the option of the City, be deemed abandoned and in such case may be disposed of by City in any manner allowed by law. Lessee's Property is defined as any personal property, fixtures or improvements remaining on the property at that time, whether owned by Lessee or not.

20. All letters, papers, reports, notices and other correspondence regarding this Agreement shall be sent as follows:

If to City, to: City Manager, 701 Fourth Street, Yreka, California 96097

If to Lessee, to:

Name: Liberty Painting Corporation, dba Liberty Arts
Attention: Kim Presley
Address: PO Box 930
Yreka, California 96097

21. General Provisions.

21.1 This Agreement and its Exhibits, if any, constitute the entire agreement between the parties relating to the rental of the premises. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the City and the Lessee.

21.2. Lessee shall not assign this Agreement or any interest herein, or sublet the premises or any part thereof; or license the use of all or any portion of the premises or business conducted therein or thereon, without first obtaining the written consent of the City, which consent shall not unreasonably be withheld. Any assignment, subletting, licensing or encumbering of this agreement or premises without such prior written consent shall cause this agreement to terminate immediately. Any assignment, subletting, licensing or encumbering of this Agreement shall be in writing and shall be subject to the terms of this Agreement. This provision shall not be construed to apply to Lessee's permitting the use of the space by artists or the community on a periodic or intermittent basis for a fixed fee.

21.3. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement. A failure to perform or comply with any provision of this Agreement shall constitute a breach of this Agreement, and cause for termination of the Agreement.

21.4. This Agreement shall be governed and construed according to the laws of the State of California. At all times throughout the terms of the Agreement, and any extensions thereof, Lessee agrees to comply with all City, County, State and Federal laws and regulations.

21.5. Lessee shall comply and conform with all laws and all governmental regulations, rules, and orders that may from time to time be put into effect relating to, controlling or limiting the use and operation of the premises. The Lessee shall secure, or cooperate with the City in its securing, all permits and licenses specifically required for the operation of the premises.

22. Miscellaneous Provisions.

22.1. Lessee acknowledges that the Americans with Disabilities Act (the "ADA") requires that programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Lessee further acknowledges its obligation to comply with the ADA and any other federal, state or local disability rights legislation. Lessee warrants that it will fulfill that obligation, and that it will not discriminate against disabled persons in the provision of services, benefits or activities pursuant to this Agreement.

22.2. Taxes, Assessments, Licenses, Permit Fees, and Liens.

22.1. Lessee agrees to pay taxes of any kind, including any possessory interest taxes (unless exempt under California law), that may be lawfully assessed on or on account of the performance of this Agreement and to pay all other taxes, excises, licenses, permit charges, and assessments based on the Lessee's use of the Premises that may be imposed upon the Lessee by law, all of which shall be paid when the same become due and payable and before delinquency. The parties may agree to modify the responsibility of the Lessee for this obligation during the term of the Agreement, which, if done, shall be in writing.

22.2. Lessee agrees not to allow or suffer a lien for any such taxes to be imposed upon the Premises or upon any equipment or property located thereon without promptly discharging the same, provided that the Lessee, if so desiring, may have reasonable opportunity to contest the validity of the same. If the Lessee intends to contest or to fail to pay when due any tax or fee referred to in the preceding sentence, Lessee shall provide the City with at least 30-days notice of that intention before the tax is due, explaining its reasons. The City may choose to pay the tax on behalf of the Lessee, and if it is later determined the tax or some portion of it was validly owing, the Lessee shall reimburse the City forthwith upon written demand.

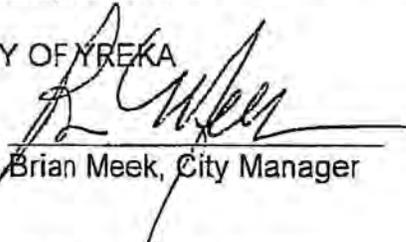
22.3. Lessee shall keep the Premises and Personal Property free from any liens arising out of any work performed, material furnished or obligations incurred by or for the Lessee and any other liens or encumbrances

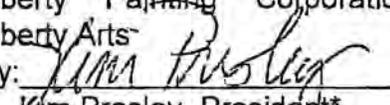
22.4. Non-Liability of Officials, Employees, and Agents. No elective or appointive councilmember, commission member, officer, employee or other agent of the City shall be personally liable to the Lessee, its successors, and assigns, in the event of any default or breach by the City or for any amount which may become due to the Lessee, its successors, and assigns under this Agreement, or for any obligation of the City under this Agreement. Likewise, no board member, member, officer, employee or other agent of the Lessee shall be personally liable to the City, its successors, and assigns under this Agreement, in the event of any default or breach by the Lessee for any amount which may become due to the City, its successors, and assigns, or for any obligation of the Lessee under this Agreement.

22.5. The parties acknowledge that this Agreement has been drafted by the City Attorney of the City of Yreka, who represents the City of Yreka only, and Lessee has been given an opportunity to seek legal advice from counsel. The parties agree that no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

22.6. Successors and Assigns. The terms, covenants, and conditions contained in this Agreement shall bind and inure to the benefit of the City and the Lessee and, except as otherwise provided in this Agreement, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.

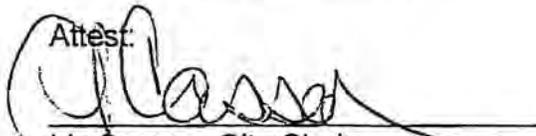
IN WITNESS WHEREOF, the parties execute this Agreement on the date above written at Yreka, California.

CITY OF YREKA
By: 
Brian Meek, City Manager

LESSEE:
Liberty Painting Corporation, dba
Liberty Arts
By: 
Kim Presley, President*

APPROVED AS TO FORM:

Mary Frances McHugh,
City Attorney

Attest: 
Liz Casson, City Clerk

*The signatories to this agreement certify that they have been duly authorized pursuant to the laws of the State of California, and particularly the California Corporations Code, to execute this Agreement on behalf of the entity on whose behalf they sign the Agreement.

EXHIBIT "A" - Insurance Coverage

General Provisions.

a. Evidence of Insurance.

Provider shall deliver certified copies of the actual insurance policies specified herein, [x] upon execution of this Agreement [] within thirty (30) days after commencement of work. Thereafter, copies of renewal policies, or certificates and appropriate separate endorsements thereof, shall be delivered to City within thirty (30) days prior to the expiration of the term of any policy required herein. Provider shall permit City at all reasonable times to inspect any policies of insurance of Provider which Provider has not delivered to City.

b. Claims Made Coverage. If coverage is written on a claims made basis, the certificate of insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

1. The policy retroactive date coincides with or precedes Provider's commencement of work under the Agreement (including subsequent policies purchased as renewals or replacements.)

2. Provider will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Agreement, including the requirement of adding all additional insureds.

3. If insurance is terminated for any reason, Provider shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Agreement.

4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

Required General Liability Insurance Coverage. Provider shall procure either Comprehensive General Liability Insurance or Commercial General Liability Insurance in the amounts and form set forth below:

A. Comprehensive General Liability Insurance. A policy of Comprehensive General Liability Insurance with a combined single limit (CSL) per occurrence of not less than One Million Dollars (\$1,000,000) per occurrence.

OR

B. Commercial General Liability Insurance. A policy of Commercial General Liability Insurance which provides limits of not less than:
(1) Per Occurrence: \$1,000,000
(2) General Aggregate: \$2,000,000
(3) Products/Completed Operations: \$1,000,000
(4) Personal & Advertising Injury limit: \$1,000,000

For either type of insurance, deductibles shall be declared to and approved by the City's Risk Manager.

- C. Required General Liability Policy Coverage. Any general liability policy provided by Provider hereunder shall include the following coverages:
1. Premises and Operations
 2. Contractual liability expressly including liability assumed under the Agreement
 3. Personal Injury Liability
 4. Independent Contractor's Liability
 5. Severability of Interest clause providing that the coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.
- D. Additional Insured Endorsement. Any general liability policy provided by Provider hereunder shall contain an endorsement which applies its coverage to the City, the members of the City Council and the officers, agents, employees and volunteers of the City, individually and collectively, as additional insureds.

c. Notice of Cancellation or Change of Coverage. All certificates of insurance provided by Provider must evidence that the insurer providing the policy will give City thirty (30) days written notice, at the address shown in the section of the Agreement entitled Notices, in advance of any cancellation, lapse, reduction or other adverse change respecting such insurance.

d. Qualifying Insurers. All policies of insurance required hereby shall be issued by companies which have been approved to do business in the State in California by the State Department of Insurance, and which hold a current policy holders alphabetic and financial size category rating of not less than A VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved in writing by City's Risk Manager.



P.O. Box 8507, Santa Cruz, CA 95061
P: (800) 359-6422
F: (831) 459-0853



**COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS**

Schedule L

POLICY NUMBER: 2008-23136-NPO

Page 1

NAME OF INSURED: Liberty Painting Corporation

<u>PREMISES LOC/BLDG</u>	<u>DESIGNATED PREMISES ADDRESS, CITY, STATE, ZIP</u>	<u>ADDITIONAL INSUREDS AND OTHER INTERESTS</u>
1	108 W. Miner Street Yreka, CA 96097	ADDITIONAL INSURED - CG 20 11-NPO City Of Yreka ONLY AS RESPECTS TO Building Owner 701 4th St. Yreka, CA 96097

COUNTERSIGNED: 05/12/2008
NIAC - SCHEDULE L - NPO

BY

(AUTHORIZED REPRESENTATIVE)

(02035)



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: City Clerk
Agenda title: Adopt Resolution No. 3012 approving requests associated with the Special Event of Scott Valley Bank known as the 18th Annual Scott Valley Bank Summer Concerts in the Park.
Meeting date: April 4, 2013

Discussion:

Scott Valley Bank has submitted the attached letter requesting permission to hold their annual summer concert series in Miner Street Park.

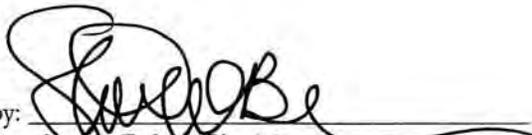
As in previous years, Scott Valley Bank is requesting that the City provide free use of Miner Street Park, electricity; police walk-through as available; and setup and use of the Yreka community stage.

Fiscal Impact: Direct cost is estimated to be \$2,000 to cover Department of Public Works personnel for the stage hauling, setup and take down. The costs incurred by the Yreka Police Department vary significantly for each event (\$624 to \$1,836 for the series).

Recommendation and Requested Action:

That the Council adopt Resolution No. 3012 as submitted.

Approved by: _____


Steven Baker, City Manager



2544 Westside Road
Yreka, CA 96097

March 12, 2013

The City of Yreka
Elizabeth E. Casson, City Clerk
701 4th Street
Yreka, CA 96097

Dear Liz,

On behalf of Scott Valley Bank, I request inclusion on the agenda of the City Council meeting of April 4, 2013, the request for approval for the 18th annual Scott Valley Bank Summer Concerts in the Parks to be held in Miner Street Park on the following dates:

June 21 – Craig Chaquico
June 28 – Frank Ricci sings Frank Sinatra
July 5 – Siskiyou Big Band
July 12 – Shasta Taiko
July 26 – Gimme Shelter

Scott Valley Bank requests support from the City for the Yreka concert events including:

- police walk thru as available
- hauling, set up, and use at no charge of the Yreka community stage
- use of Miner Street Park for the events scheduled from 3:00 – 9:30 p.m.
- access to power and power provided

Scott Valley Bank further requests, as in previous years, the following special permits:

- That consumption of alcoholic beverages by patrons of the event brought by the patrons to the event. There shall be no sales of alcoholic beverages.

Scott Valley Bank agrees to secure liability insurance for the named events in the amount of \$1,000,000 naming the City of Yreka as additionally insured and to agree with all other City of Yreka ordinances.

In addition, the 2013 Scott Valley Bank Summer Concert Series will host two events at Hoy Park, Lake Shastina. Those dates are:

June 14 – Karen Lovely
August 2 – The Cheeseburgers

It is with pleasure that Scott Valley Bank remains the major underwriter and event coordinator for these free family-friendly concerts for the enrichment of our community. The support of The City of Yreka has been, and shall continue to be, greatly valued.

Best Regards,

Valerie Jereb
VP/Marketing Director

RESOLUTION NO. 3012
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA
APPROVING REQUESTS ASSOCIATED WITH THE
SPECIAL EVENT OF SCOTT VALLEY BANK, KNOWN AS THE
SUMMER CONCERTS IN THE PARK

WHEREAS, the city, a municipal corporation, is the owner of certain lands within the City of Yreka which are operated by the City as public municipal facilities, and,

WHEREAS, Scott Valley Bank, ("event sponsor") desires to sponsor its annual free "Summer Concert Series" event on June 21, 28, July 5, 12, & 26, 2013 in Miner Street Park, a City recreation area;

WHEREAS, the Summer Concert Series is a well established tradition in our community and sponsored by Scott Valley Bank and local merchants and professionals; and,

WHEREAS, due to the proposed plan submitted for the event, the event sponsor has demonstrated that the following provisions of the Yreka Municipal Code [YMC] are not adversely implicated by this event:

Vehicle Controls- YMC Chapter 10.73

Sound Amplifying Devices- YMC Chapter 9.28

Temporary Signs- YMC Section 13.16.020.D

Alcohol in Recreation Areas - YMC 9.50.050

This event will not include the installation of any structures or camping; and,

WHEREAS, Scott Valley Bank has demonstrated to the City its eligibility under YMC 5.04.160, and that the event will not disrupt traffic within the city beyond practical solution; will not interfere with access to fire stations and fire hydrants; the location of the special event will not cause undue hardship to adjacent businesses or residents; the event will not require the diversion of so many public employees that allowing the event would unreasonably deny service to the remainder of the city; and,

WHEREAS, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3) that this action is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment; and

WHEREAS, the City Council has determined it would be in the best interests of the City to approve and authorize the action outlined in this Resolution; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YREKA DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The Council makes the following directions:

a) A permit is granted to event sponsor for use of Miner Street Park for the Concert Events to be held on June 21, 28, July 5, 12, & 26, 2013.

b) A permit is granted to event sponsor for the consumption of alcoholic beverages by patrons of the event brought by the patrons to the event. There shall be no sales of alcoholic beverages.

c) Liability insurance shall be provided by the event sponsor in the amount of \$1,000,000 naming the City of Yreka as additionally insured. Event sponsor will be responsible and indemnify, defend and hold harmless the City for acts of the vendors and volunteers within the park.

d) The event sponsor shall pay for any additional services, not included in this resolution, required by the Public Works Department.

e) The event sponsor will comply with all other City of Yreka ordinances and resolutions.

f) The City of Yreka agrees to provide:

- Use of Miner Street Park for the events
- Police “walk-thru” as available
- Hauling, setup, and use at no charge of the Yreka Community Stage
- Access to power

Section 2. It is further resolved, If any section, subsection, part, clause, sentence or phrase of this Resolution or the application thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, the validity of the remaining portions of this Resolution, the application thereof, shall not be effected thereby but shall remain in full force and effect, it being the intention of the City Council to adopt each and every section, subsection, part, clause, sentence phrase regardless of whether any other section, subsection, part, clause, sentence or phrase or the application thereof is held to be invalid or unconstitutional.

Section 3. The City Manager and or his designee is hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 4. The City Clerk of the City shall forward a copy of this Resolution to the event sponsor. This resolution shall take effect immediately upon its passage.

Passed and adopted this 4th day of April 2013, by the following vote:

AYES:

NAYS:

ABSENT:

David Simmen,
Mayor

Attest:

Elizabeth E. Casson, City Clerk



**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Discussion/Direction to Staff – Request to Include Yreka in a County Service Area for the Provision of Medical Services and Equipment
Meeting date: April 4, 2013

Discussion:

The Siskiyou County Fire Chiefs' Association has requested the support of the Yreka City 'Council for placing a measure on the November 2013 ballot for the provision of medical services to the North County. The beneficiaries would be four ambulance companies and 23 fire departments.

A representative of the Fire Chief's Association will be at the meeting to explain the proposal.

After discussion, staff is requesting direction on whether to place this item for formal adoption at a future meeting.

Recommendation:

That the City Council discuss the proposal and provide direction to staff on placing the resolution on a future agenda.

Approved by: _____

Steven Baker, City Manager



COUNTY OF SISKIYOU

COUNTY FIRE WARDEN'S OFFICE

Bernie Paul, County Fire Warden

1809 Fairlane Road • P.O. Box 128, Yreka, CA 96097
Phone: (530) 842-3516, Fax Number: (530) 842-7952
www.fire.ca.gov

February 25, 2013

Mr. Steve Baker
Yreka City Manager
701 Fourth Street
Yreka, CA 96097

Dear Mr. Baker:

Enclosed you will find a letter from the Siskiyou County Fire Chiefs' Association requesting a resolution from the City of Yreka. This resolution is only to allow a vote from the city residents.

The Chiefs' Association acknowledges that asking for a vote for funding in today's economy will be difficult at best, but feel the North County is in need of funding to assure ambulance coverage and improve the level of services paramount.

Also funding for the Northern CSA-4 area will balance the County's funding for medical services that CSA-3 has had the burden of for the past 25 years.

If you or your City Council have any questions or would like someone to attend a City Council meeting, please call myself at 530-842-3516 or Grenada Fire Chief Bill Haars at 530-436-2200.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Bernie Paul", written in a cursive style.

Bernie Paul
County Fire Warden

BP:dh

Attachment



Siskiyou County Fire Chiefs' Association

SISKIYOU COUNTY, CALIFORNIA

P.O. Box 128
Yreka, CA 96097

The Siskiyou County Fire Chiefs' Association is asking for your consideration to approve a city resolution supporting a ballot measure for a North County Service Area that would provide funding for emergency medical incidents.

The target date for the ballot measure is the November 2013 election. There are a number of steps that need to be in place to meet the deadline. Your timely consideration of a city resolution will help expedite the process.

South Siskiyou County has County Service Area #3 (CSA-3) that has been in place since December, 1974 and has resulted in a higher level of medical care for the public. CSA-3 has purchased many medical tools: back boards, defibrillators, auto pulses, communication equipment, stokes wheels to name just a few. The ambulance provider has also benefited from CSA-3 with state of the art equipment that is on loan from the County.

The Siskiyou County Volunteer Fire Departments' goal is to be your first at scene medical responders. The formation of a new County Service Area is needed to sustain if not raise the level of care for medical services to North County and to provide a level of medical care consistent with South County. The costs for medical equipment have increased over the years and most fire departments struggle to keep up with the increases.

The new CSA will be for the remaining county area outside of the existing CSA-3. The cost would be five dollars a year per improved property. It will benefit four ambulance companies and twenty-three fire departments and participating law enforcement. The measure would need to pass by a 2/3 vote of those voting and cannot be increased without going to ballot again.

An Advisory Board would be formed consisting of members from each North County fire department/volunteer ambulance company and a representative from each city. The Advisory Board would make expenditure recommendations to the CSA Board of Directors, who are the Board of Supervisors, as to how the tax revenue would be allocated. The tax money will only be used for medical equipment and supplies that would benefit North County communities and help to defray cost to North County volunteer fire departments.

Please support this endeavor to raise the level of medical care that the volunteer fire departments provide and to make the level of medical care consistent throughout Siskiyou County. The Siskiyou County Board of Supervisors is in support of creating a new County Service Area for the North County.

For more information, please contact Siskiyou County Fire Warden Bernie Paul at 530-842-3516 or Grenada Fire Chief Bill Haars at 530-436-2200.

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____
CONSENTING TO THE INCLUSION WITHIN
A COUNTY SERVICE AREA FOR THE PROVISION OF
MEDICAL SERVICES AND EQUIPMENT WITHIN THE CITY

WHEREAS, the City of _____ (“CITY”) wishes to enhance the provision of emergency medical services within the CITY in order to improve the quality of life, better protect the public health, and improve the general welfare of the residents and businesses within the CITY; and

WHEREAS, Government Code Section 25213(t) specifies that a County Service Area may provide emergency medical services within the boundaries of its service area; and

WHEREAS, the Siskiyou County Fire Chiefs’ Association has proposed the formation of a new County Service Area that would provide emergency medical services within the entirety of Siskiyou County excepting only that area that lies within County Service Area #3, which provides funding for emergency medical services in a portion of South Siskiyou County; and

WHEREAS, Government Code Section 25210.7(c) specifies that all or any part of a city may be included in a County Service Area only if the city council gives its consent to inclusion within said County Service Area; and

WHEREAS, the City Council of the CITY has duly considered the issue of giving consent to be included in the boundaries of a new County Service Area that would provide emergency medical services within the entirety of Siskiyou County, excepting only that area that lies within County Service Area #3.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby gives its consent to be included in the boundaries of a new County Service Area that would provide emergency medical services within the entirety of Siskiyou County, excepting only that area that lies within County Service Area #3; and

BE IT FURTHER RESOLVED, that the City Council hereby affirms to the Executive Officer of the Siskiyou County Local Agency Formation Commission (“LAFCo”) that such consent to be included in the boundaries of a new County Service Area to provide emergency medical services has been given and that the Executive Officer shall not withhold the issuance of a Certificate of Filing because of the lack of consent from the CITY for a subsequently filed LAFCo application to form a new County Service Area for the provision of emergency medical services; and

BE IT FURTHER RESOLVED, that the consent given herein is given with the understanding that formation of the new County Service Area is contingent upon the voters or property owners within the boundaries of the new County Service Area approving the property-related fees, taxes, or charges to generate sufficient revenues to meet the financial obligations of

the County Service Area, and that upon failure of such a vote the proposed County Service Area shall not be formed; and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to transmit to the LAFCo Executive Officer certified copies of this Resolution.

PASSED AND ADOPTED by the City Council of the CITY on the ____ day of ____, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____, Mayor

ATTEST:

_____, City Clerk



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda Title: Discussion/Possible Action – Explore the possibility of placing solar arrays on those City Buildings and at locations, where it may be economically beneficial to do so – Mayor Simmen.
Meeting Date: April 4, 2013

Mayor Simmen requested the following item be placed on the April 4, 2013 City Council Agenda:

Discussion/Possible Action – Explore the possibility of placing solar arrays on those City Buildings and at locations, where it may be economically beneficial to do so.

Approved by:

A handwritten signature in black ink, appearing to read "S. Baker", followed by a horizontal line.

Steven Baker, City Manager



**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

To: Yreka City Council

Prepared by: City Clerk

Agenda title: Discussion/Possible Action – Adopt Ordinance No. 834 temporarily suspending the application of Section 13.76.010 of the Yreka Municipal Code on Fairlane Road for a specified time period.

Meeting date: April 4, 2013

Discussion:

The City Council introduced Ordinance 834 at its meeting held March 21, 2013.

Recommendation and Requested Action:

That the Council waive the reading of the body of the Ordinance and Adopt Ordinance No. 834 as submitted.

Approved by: _____

A handwritten signature in black ink, appearing to be "Steven Baker", written over a horizontal line.

Steven Baker, City Manager



**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Discussion/ Possible Action – Introduction of an Ordinance Temporarily Suspending the Application of Section 13.76.010 of the Yreka Municipal Code on Fairlane Road for a Specified Time Period.
Meeting date: March 21, 2013

Discussion:

We have received a request from the County Veteran's Service Office, working with local veteran's service organizations to install banners on 28 streetlight poles. These banners would be to honor current and former veterans, including deceased veterans. The banners would be purchased by a requesting family, installed for 4 months, then removed and presented to the family as an heirloom.

The veteran's groups would be responsible for purchasing and putting up the brackets, and then would put up and remove the banners as scheduled.

As indicated in our previous report, there are a number of issues that can arise with a banner program. One is that the banners do not stay up long enough to become faded or tattered. The rotation of banners will prevent this. Banner programs should not increase costs to the city. In this case, all work would be done by the veteran's groups who would also be responsible for any maintenance of the brackets themselves. The veteran's groups will need to provide appropriate insurance against volunteer injuries or liability. Finally, this action may lead to other requests for similar banners elsewhere in the City.

The installation of banners is currently limited to 60 days per the City's municipal code. This ordinance would suspend the code for 4 months, with future extensions permitted by resolution.

Fiscal Impact: All costs of installation will be borne by the applicants. There will be minor inspection costs; however, these should be covered by the \$100 encroachment permit fee. There is a one-time cost of publishing the ordinance estimated to be \$100-150.

Recommendation:

That the Council introduce an Ordinance Temporarily Suspending the Application of Section 13.76.010 of the Yreka Municipal Code on Fairlane Road for a Specified Time Period.

Approved by: _____

Steven Baker, City Manager

ORDINANCE NO. 834

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YREKA
TEMPORARILY SUSPENDING THE APPLICATION OF SECTION 13.76.010 OF THE
YREKA MUNICIPAL CODE ON FAIRLANE ROAD FOR A SPECIFIED TIME PERIOD

BE IT ORDAINED by the City Council of the City of Yreka as follows:

Section 1. Classification. This ordinance is classified as a non-codified ordinance of an interim nature.

Section 2. Yreka Municipal Code §13.76.010 is hereby temporarily suspended as follows:

- A. A single noncommercial pendant is permitted to be attached to each street light pole located on Fairlane Road, Yreka, California for a four-month period following the effective date of this ordinance. The temporarily suspension of Yreka Municipal Code §13.76.010 may be extended by resolution of the City Council for successive periods not to exceed four months each.
- B. Each pendant shall be of the following dimensions: 60 inches tall by 26" wide
- C. Permission to place a pendant shall be regulated as stated in a duly applied for and granted Encroachment Permit upon the terms specified by the Department of Public Works. Amongst other terms, the Encroachment Permit shall regulate the terms of required public liability insurance, the fastenings of the pendant to the pole and the height of placement of the pendant so as not to obstruct the navigation of traffic or the line of sight by motorist and pedestrians located at cross-walks to traffic control devices.
- D. Any message displayed on a single pendant shall have a maximum period of display of four (4) months.

Section 3 SEVERABILITY. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

Section 4 EFFECTIVE DATE. This ordinance shall become effective 31 days following its final passage and adoption

Section 5. EXEMPTION FROM CEQA. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3) that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment.

Section 6. MANDATORY DUTY SAVINGS CLAUSE. By the use of such words as "shall" and "must" herein the City Council does not intend to create a mandatory duty upon the city. In imposing duties in this ordinance the City is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

Section 7. POSTING AND PUBLICATION. The City Clerk is directed to cause a copy of the full text of this ordinance to be published once in an adjudicated newspaper of general circulation in the City of Yreka within fifteen (15) days after adoption of this ordinance. If the charge for publication of the ordinance exceeds the customary rate charged by the newspaper for publication of private legal notices, the City Clerk is directed to prepare, post and publish a summary of this ordinance as provided in Government Code Section 36933(c)(1) .

Introduced at a regular meeting of the City Council held March 21, 2013, and adopted as an ordinance of the City of Yreka at a regular meeting of the City Council held on April 4, 2013 by the following vote:

AYES:

NOES:

ABSENT:

David Simmen, Mayor

APPROVED AS TO FORM

Attest:

DOHN R. HENION City Attorney

Elizabeth E. Casson, City Clerk



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Discussion/Direction to Staff – Pedal Boats at Greenhorn Reservoir.
Meeting date: April 4, 2013

Discussion:

Councilmember Foster asked for an item to be placed on a future agenda regarding having pedal boats or other non-motorized watercraft for rent on Greenhorn Reservoir. Subsequent to the meeting, we had a discussion regarding the proposal and determined that 1) The City would not be able to cost effectively offer this service directly and 2) allowing a private operator to try out such rentals on a trial basis might make sense.

We have not heard from anyone who is interested in providing such a service, but there may be interest from a vendor in the future, particularly during events at the park (e.g. Humbug Hurry Up, rugby events, etc.). Should that occur, staff is recommending that we work out a use agreement with the prospective vendor on a pilot basis. Any long term commitment could come back to the City Council for approval.

Fiscal Impact: There may be minor legal and staff costs to develop a use agreement.

Recommendation:

That the Council permit staff to allow rental watercraft on Greenhorn Reservoir on a trial basis.

Approved by:

A handwritten signature in black ink, appearing to read "Steven Baker", with a long horizontal line extending to the right.

Steven Baker, City Manager