

YREKA CITY COUNCIL
AGENDA
June 7, 2012 – 6:30 P.M.
Yreka City Council Chamber 701 Fourth Street, Yreka, CA

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 May 17, 2012.
 - b. Approval of Warrants issued from May 18 through June 7, 2012.
 - c. Adopt Resolution No. 2975 finding certain city vehicles as surplus property and authorizing sale by the City Manager.
 - d. Approval of Treasurer's report and budget to actual for the month of April.
2. Discussion/Possible Action – Adopt Resolution No. 2974 adopting Mitigated Negative Declaration for the Wastewater Treatment and Collection System Improvements.
3. Discussion/Possible Action – Adopt Resolution No. 2976 approving the Use Agreement with Yreka Splash for Fiscal Year 2012-2013, with a contribution of \$32,500.

City Manager Report:

- Training Policy status.
- SAGE budget increase.

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. Anticipated Litigation. Government Code Section 54956.9(b)(3)(E) and (c). Conference with Legal Counsel, a point has been reached where, in the opinion of the Council on the advice of its legal counsel, based on existing facts and circumstances, there is significant exposure to litigation

against the City and the Council is deciding or will decide whether to initiate litigation, due to a statement threatening litigation made outside an open and public meeting on a specific matter within the responsibility of the Council. One case – names of parties are not disclosed since it is believed the facts which may result in litigation are not yet be known to the potential litigant(s), which facts need not be disclosed, and, to do so would jeopardize City's ability to conclude existing settlement negotiations to its advantage.

2. Conference with Real Property Negotiator (Government Code Section 54956.8)

Property: Assessor Parcel No. 053-681-070
Third Party Negotiator: Cliff Brown, Phillippe Lane Industrial Park
City Negotiators: City Manager and City Attorney
Under Negotiation: Possible purchase including price, terms of payment, or both.

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.

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
YREKA HELD IN SAID CITY ON MAY 17, 2012

On the day of 17TH day of May 2012, 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, Rory McNeil, John Mercier and David Simmen. Absent – None.

Consent Calendar: Mayor McNeil 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 May 3, 2012.
- b. Approval of Warrants issued from May 4 through May 17, 2012.

Following Council discussion, Council Member Mercier moved to approve the items on the consent calendar as submitted.

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

Mayor McNeil thereupon declared the motion carried.

PUBLIC HEARING: to receive comments on Environmental Review for the proposed improvements to the City of Yreka Wastewater Treatment and Collection System.

This being the time and date scheduled for the public hearing, Mayor McNeil opened the public hearing up to the audience. There being no statements or comments received, Mayor McNeil closed the public hearing.

MINER STREET GRANT PROGRAM

Project Assistant Benjamin Matts reported to the Council that the City received five applications for the Miner Street Grant Program, three applications for the Façade Grant Program and two for the Community Projects Grant Program.

Façade Grant Program Applications totaling \$8,985:

Following review of the applications received and Council discussion, Council Member Foster moved to approve the Façade Grant Applications as submitted by: Bray & Associates Engineering for 329 W. Miner Street in an amount up to \$5,485; Kim Freeze for 200 & 202 W. Miner Street known as the Audacity and Bella Art Works in an amount up to \$3,500; and preliminary approval of the initial application submitted on behalf of the Mason's Lodge for 101 Third Street (corner of Third & Miner Street) subject to program guidelines and submission of a full application.

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

Mayor McNeil thereupon declared the motion carried.

Community Grant Program Applications totaling \$26,326.10:

City Manager Steve Baker reported that the two applications received were both for City owned buildings and staff is seeking preliminary approval from Council with direction to prepare the necessary contract documents for a public building.

Project Assistant Matts reviewed the following two applications with the Council:

- Yreka Volunteer Fire Department application in the amount of \$16,549.84 for restoration of Ley Station located at 401 W. Miner Street, which would include repairing and painting the exterior, as well as the replacement of the existing sign. Mr. Matts further reported that this project application is well over the \$10,000 limit; however, since the Fire Station is such a large and prominent building, staff is recommending an exception to the grant limit.
- Yreka Beautification Volunteers application as part of their effort to rehabilitate the building commonly known as the Black's Building at 320 W. Miner Street. Their proposed improvements include repairing/replacing the stucco, recover surface of stucco with a protective coat, paint building, restore/repaint Yreka Seed and Grain sign, and repair transom windows, for a total project cost of \$9,776.26.

Following Council discussion, Council Member Bicego moved to direct staff to prepare the necessary contract documents on the two Community Project grant applications for council consideration at a future meeting.

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

Mayor McNeil thereupon declared the motion carried.

Adopt Resolution No. 2973 setting the delinquency date for licensing of dogs and setting the fractional prorated registration fee schedule for dog licenses pursuant to Ordinance No. 829.

Following Council discussion, Council Member Mercier moved to adopt Resolution No. 2973 as submitted.

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

Mayor McNeil thereupon declared the motion carried.

Report regarding status of Stormwater Permit Regulations and request to authorize City Manager to participate as a signatory in comment letters prepared by the Statewide Stormwater Coalition

regarding storm water Permit Regulations, including, but not limited the second draft of the Phase II MS4 Stormwater Permit.

Following Council discussion, Council Member Foster moved to authorize the City Manager to participate as a signatory in comment letters prepared by the Statewide Stormwater Coalition regarding Stormwater Permit regulations, including, but not limited to the Second Draft of the Phase II MS4 Stormwater Permit.

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

Mayor McNeil thereupon declared the motion carried.

Approve Agreement and Supplemental Appropriation for legal services of William D. Ayres in the matter of City of Yreka v. Kimberlee Abbott et al, Siskiyou County Superior Court Case No. 11-1001.

Council Member Mercier announced his recusal stating that he has a conflict of interest with the warrant listed by his contract relation with party, and therefore recused himself and left the Council Chamber.

Following Council discussion, Council Member Bicego moved to approve the Agreement with William D. Ayres as submitted and approve a supplemental appropriation for legal services in an amount not to exceed \$10,000.

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

Mayor McNeil thereupon declared the motion carried. Council Member Mercier returned to his seat at the Council table.

CLOSED SESSION:

1. Conference with Real Property Negotiator (Government Code Section 54956.8)

Property:	Assessor Parcel No. 053-681-070
Third Party Negotiator:	Cliff Brown, Phillipe Lane Industrial Park
City Negotiators:	City Manager and City Attorney
Under Negotiation:	Possible purchase including price, terms of payment, or both.

2. Anticipated Litigation. Government Code Section 54956.9(b)(3)(E) and (c). Conference with Legal Counsel, a point has been reached where, in the opinion of the Council on the advice of its legal counsel, based on existing facts and circumstances, there is significant exposure to litigation against the City and the Council is deciding or will decide whether to initiate litigation, due to a statement threatening litigation made outside an open and public meeting on a specific matter within the responsibility of the Council. Three cases – names of

parties are not disclosed since it is believed the facts which may result in litigation are not yet be known to the potential litigant(s), which facts need not be disclosed, and, to do so would jeopardize City's ability to conclude existing settlement negotiations to its advantage.

RETURN TO OPEN SESSION: Upon return to open session, City Attorney Mary Frances McHugh reported out the following:

Conference with Real Property Negotiator (Government Code Section 54956.8)

Property: Assessor Parcel No. 053-681-070
 Third Party Negotiator: Cliff Brown, Phillippe Lane Industrial Park
 City Negotiators: City Manager and City Attorney
 Under Negotiation: Possible purchase including price, terms of payment, or both.
 The Council conferred with its legal adviser. No further reportable action was taken.

Anticipated Litigation. Government Code Section 54956.9(b)(3)(E) and (c). Conference with Legal Counsel, a point has been reached where, in the opinion of the Council on the advice of its legal counsel, based on existing facts and circumstances, there is significant exposure to litigation against the City and the Council is deciding or will decide whether to initiate litigation, due to a statement threatening litigation made outside an open and public meeting on a specific matter within the responsibility of the Council. Three cases – names of parties are not disclosed since it is believed the facts which may result in litigation are not yet be known to the potential litigant(s), which facts need not be disclosed, and, to do so would jeopardize City's ability to conclude existing settlement negotiations to its advantage.

The Council conferred with the City Attorney on three matters. No other reportable action was taken.

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

Attest:

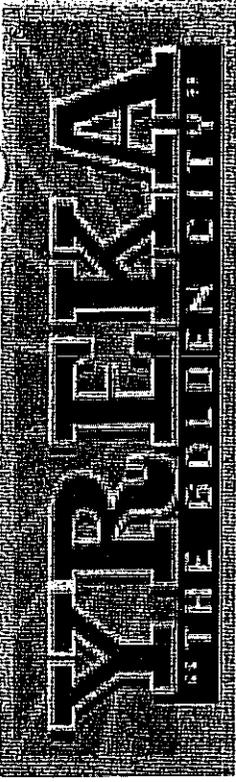
 Rory McNeil, Mayor
 Minutes approved by Council
 Motion 6-7-2012

 Elizabeth E. Casson, City Clerk

Accounts Payable

Computer Check Proof List by Vendor

User: Debbie
Printed: 05/31/2012 - 2:54PM
Batch: 50516.05.2012

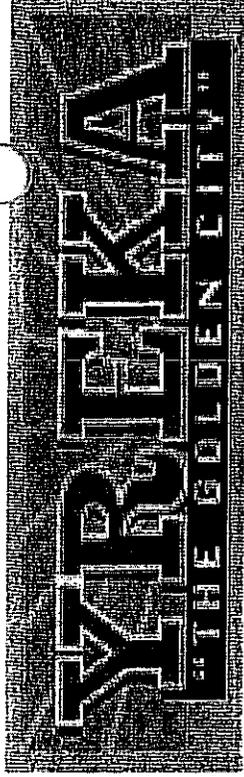


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	Check Total:	3,333.34			
	Total for Check Run:	3,333.34			
	Total of Number of Checks:	1			

Accounts Payable

Computer Check Proof List by Vendor

User: Debbie
 Printed: 05/31/2012 - 2:55PM
 Batch: 50517.05.2012



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1527	ACME COMPUTER			Check Sequence: 1	ACH Enabled: False
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	Check Total:	3,430.87			
Vendor: 1011	AMERICAN LINEN			Check Sequence: 2	ACH Enabled: False
LMED666219	INV LMED666219	43.37	06/07/2012	01-200-0000-526-000	
	Check Total:	43.37			
Vendor: 4301	AT&T CALNET 2			Check Sequence: 3	ACH Enabled: False
3356268	INV 3356268	593.59	06/07/2012	01-200-0000-517-000	
3359630	INV 3359630	28.43	06/07/2012	01-200-0000-517-000	
3385169	INV 3385169	16.98	06/07/2012	01-300-0000-517-000	
3385170	INV 3385170	15.73	06/07/2012	80-560-0000-517-000	
3385174	INV 3385174	45.29	06/07/2012	01-020-0000-517-000	
3385182	INV 3385182	30.88	06/07/2012	70-510-0000-517-000	
3385903	INV 3385903	155.28	06/07/2012	70-510-0000-517-000	
3393884	INV 3393884	66.22	06/07/2012	01-210-0000-517-000	
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Vendor: 6021	BASIC LABORATORY INC			Check Sequence: 4	ACH Enabled: False
1203886	INV 1203886	84.00	06/07/2012	70-500-0000-420-006	
1204179	INV 1204179	84.00	06/07/2012	70-500-0000-420-006	
1204399	INV 1204399	121.00	06/07/2012	80-560-0000-416-001	
1204408	INV 1204408	84.00	06/07/2012	70-500-0000-420-006	
1204496	INV 1204496	233.00	06/07/2012	80-560-0000-416-001	
1204508	INV 1204508	932.00	06/07/2012	80-560-0000-416-001	
1204587	INV 1204587	699.00	06/07/2012	80-560-0000-416-001	
1204670	INV 1204670	201.00	06/07/2012	01-390-0000-426-000	
1204682	INV 1204682	84.00	06/07/2012	70-500-0000-420-006	
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	BUDGE-MCHUGH			Check Sequence: 6	ACH Enabled: False
106466	INV 106466	1,394.72	06/07/2012	71-500-0000-450-001	
107808	INV 107808	23.07	06/07/2012	71-500-0000-450-001	
107947	INV 107947	191.08	06/07/2012	71-500-0000-450-001	
107972	INV 107972	115.35	06/07/2012	71-500-0000-450-001	
Vendor: 1044					
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	BULBMAN			Check Sequence: 7	ACH Enabled: False
111886	INV 111886	125.00	06/07/2012	70-510-0000-521-000	
111886	INV 111886	125.00	06/07/2012	80-560-0000-521-000	
111886	INV 111886	100.00	06/07/2012	01-200-0000-521-000	
111886	INV 111886	120.31	06/07/2012	01-010-0000-521-000	
111886	INV 111886	125.00	06/07/2012	01-080-0000-521-000	
111886	INV 111886	50.00	06/07/2012	01-370-0000-521-000	
111886	INV 111886	50.00	06/07/2012	01-210-0000-521-000	
Vendor: 1058					
	Check Total:	695.31			
	CEB CONTINUING EDUCATION OF THE B/			Check Sequence: 8	ACH Enabled: False
10010017	INV 10010017	284.03	06/07/2012	01-040-0000-516-000	
Vendor: 1063					
	Check Total:	284.03			
	CHIEF			Check Sequence: 9	ACH Enabled: False
001117	INV 001117	-43.99	06/07/2012	01-200-0000-416-000	
480979	INV 480979	52.98	06/07/2012	01-200-0000-416-000	
Vendor: 3643					
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	CITY OF YREKA - WATER DEPT			Check Sequence: 10	ACH Enabled: False
13279 5/12	ACCT 13279 5/12	6,915.22	06/07/2012	80-560-0000-518-003	
13280 5/12	ACCT 13280 5/12	73.93	06/07/2012	01-140-0000-518-003	
16150 5/12	ACCT 16150 5/12	174.53	06/07/2012	01-400-0000-518-003	
16165 5/12	ACCT 16165 5/12	146.37	06/07/2012	01-400-0000-518-003	
17683 5/12	ACCT 17683 5/12	83.44	06/07/2012	01-400-0000-518-003	

Invoice Number	Description	Amount	Payment Date	Acct Number	Reference
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17826 5/12	ACCT 17826 5/12	357.60	06/07/2012	01-400-0000-518-003	
17827 5/12	ACCT 17827 5/12	397.60	06/07/2012	01-400-0000-518-003	
17890 5/12	ACCT 17890 5/12	79.54	06/07/2012	01-400-0000-518-003	
17938 5/12	ACCT 17938 5/12	417.60	06/07/2012	71-510-3020-518-003	
17949 5/12	ACCT 17949 5/12	536.40	06/07/2012	01-400-0000-518-003	
17950 5/12	ACCT 17950 5/12	119.20	06/07/2012	01-400-0000-518-003	
17951 5/12	ACCT 17951 5/12	179.91	06/07/2012	01-400-0000-518-003	
17952 5/12	ACCT 17952 5/12	83.44	06/07/2012	01-400-0000-518-003	
17963 5/12	ACCT 17963 5/12	30.12	06/07/2012	01-400-0000-518-003	
5406 5/12	ACCT 5406 5/12	29.80	06/07/2012	01-400-0000-518-003	
5407 5/12	ACCT 5407 5/12	83.75	06/07/2012	01-400-0000-518-003	
5619 5/12	ACCT 5619 5/12	334.18	06/07/2012	04-620-1017-518-003	
6136 5/12	ACCT 6136 5/12	29.80	06/07/2012	01-400-0000-518-003	
6327 5/12	ACCT 6327 5/12	424.73	06/07/2012	01-200-0000-518-003	
6345 5/12	ACCT 6345 5/12	82.87	06/07/2012	04-610-1016-518-003	
6404 5/12	ACCT 6404 5/12	532.68	06/07/2012	01-210-0000-518-003	
6420 5/12	ACCT 6420 5/12	73.93	06/07/2012	01-210-0000-518-003	
6427 5/12	ACCT 6427 5/12	30.42	06/07/2012	01-400-0000-518-003	
6529 5/12	ACCT 6529 5/12	38.74	06/07/2012	01-400-0000-518-003	
6531 5/12	ACCT 6531 5/12	29.80	06/07/2012	01-400-0000-518-003	
7488 5/12	ACCT 7488 5/12	73.93	06/07/2012	01-020-0000-518-003	
7599 5/12	ACCT 7599 5/12	3.82	06/07/2012	01-400-0000-518-003	
7603 5/12	ACCT 7603 5/12	83.44	06/07/2012	01-400-0000-518-003	
9919 5/12	ACCT 9919 5/12	119.20	06/07/2012	01-400-0000-518-003	
9919-001 5/12	ACCT 9919-001 5/12	73.93	06/07/2012	01-400-0000-518-003	
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20554	INV 20554	112.93	06/07/2012	80-550-0000-416-000	
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Vendor: 1073	COASTWIDE LABORATORIES INC			Check Sequence: 12	ACH Enabled: False
2431273	INV 2431273	57.96	06/07/2012	01-480-0000-520-000	
Check Total:		57.96			
Vendor: 1081	COWLEY D & L INC			Check Sequence: 13	ACH Enabled: False
7986	INV 7986	64.35	06/07/2012	20-313-0000-416-000	
8044	INV 8044	150.00	06/07/2012	20-313-0000-513-000	
8044	INV 8044	100.00	06/07/2012	80-560-0000-513-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
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Vendor: 1698	WARREN DRESSLER			Check Sequence: 14	ACH Enabled: False
05/22/12	REPLACE HVAC	6,465.00	06/07/2012	10-200-0000-620-100	
	Check Total:	6,465.00			
Vendor: 1116	DRY CREEK LANDFILL INC			Check Sequence: 15	ACH Enabled: False
1769815	INV 1769815	2,542.75	06/07/2012	80-560-0000-420-006	
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Vendor: 2064	ESRJ			Check Sequence: 16	ACH Enabled: False
92488772	INV 92488772	6,238.79	06/07/2012	01-150-0000-526-000	
	Check Total:	6,238.79			
Vendor: 19017	FAIRCHILD MEDICAL CENTER			Check Sequence: 17	ACH Enabled: False
0408320505	YFD EXAM - SHAW	716.81	06/07/2012	01-210-0000-525-000	
0716560388	YFD EXAM - VANOVER	448.95	06/07/2012	01-210-0000-525-000	
0716560396	YFD EXAM - VANOVER	278.00	06/07/2012	01-210-0000-525-000	
1024459	YFD EXAM - ADAMS	275.00	06/07/2012	01-210-0000-525-000	
	Check Total:	1,718.76			
Vendor: 1123	FEDEX			Check Sequence: 18	ACH Enabled: False
7-892-61820	INV 7-892-61820	81.45	06/07/2012	70-500-0000-515-001	
	Check Total:	81.45			
Vendor: 1910	G & G HARDWARE (PARKS)			Check Sequence: 19	ACH Enabled: False
135607	INV 135607	3.52	06/07/2012	70-500-0000-416-009	
135776	INV 135776	11.52	06/07/2012	70-500-0000-416-009	
135784	INV 135784	203.67	06/07/2012	01-400-0000-416-007	
135791	INV 135791	54.68	06/07/2012	01-400-0000-422-000	
135865	INV 135865	32.15	06/07/2012	01-400-0000-416-007	
135865	INV 135865	13.94	06/07/2012	01-400-0000-416-000	
135873	INV 135873	-16.08	06/07/2012	01-400-0000-416-007	
136225	INV 136225	9.60	06/07/2012	70-500-0000-416-009	
136291	INV 136291	10.71	06/07/2012	70-500-0000-416-009	
136604	INV 136604	4.28	06/07/2012	01-080-0000-521-000	
136641	INV 136641	5.14	06/07/2012	01-400-0000-416-000	
136688	INV 136688	4.28	06/07/2012	01-400-0000-416-000	

ACH Enabled: False

Check Sequence: 20

337.41

Vendor: 1916 G & G HARDWARE (POLICE)

06/07/2012 01-230-0000-416-000
 06/07/2012 01-230-0000-416-000
 06/07/2012 01-200-0000-516-000

25.70
 63.22
 2.13

Check Total:

91.05

ACH Enabled: False

Check Sequence: 21

Vendor: 1911 G & G HARDWARE (PUBLIC WORKS)

06/07/2012 01-210-0000-521-000
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 06/07/2012 01-400-0000-421-000
 06/07/2012 80-560-0000-521-000
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 06/07/2012 01-400-0000-416-000
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 06/07/2012 01-480-0000-521-000
 06/07/2012 01-480-0000-521-000
 06/07/2012 01-480-0000-521-000

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Check Total:

1,046.06

ACH Enabled: False

Check Sequence: 22

Vendor: 1902 G & G HARDWARE (WWTP)

06/07/2012 80-560-0000-420-003
 06/07/2012 80-560-0000-420-003
 06/07/2012 80-560-0000-420-003
 06/07/2012 80-560-0000-521-000

17.76
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 6.41

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
136135	INV 135135	19.26	06/07/2012	80-560-0000-420-003	
136168	INV 136168	23.70	06/07/2012	80-560-0000-420-003	
136185	INV 136185	36.42	06/07/2012	80-560-0000-420-003	
136185	INV 136185	12.86	06/07/2012	80-560-0000-420-003	
	Check Total:	147.26			
Vendor: 1132	CHRIS GAMACHE			Check Sequence: 23	ACH Enabled: False
06/07/12	CLOTHING ALLOW 6/12	90.00	06/07/2012	01-200-0000-510-000	
	Check Total:	90.00			
Vendor: 1866	GENIE INDUSTRIES INC			Check Sequence: 24	ACH Enabled: False
3611013	INV 3611013	80.35	06/07/2012	01-350-0000-520-000	
	Check Total:	80.35			
Vendor: 1137	GERARD PELLETIER TRANSFER			Check Sequence: 25	ACH Enabled: False
7996	INV 7996 ACCT 165	62.13	06/07/2012	01-400-0000-518-004	
8518	INV 8518 ACCT 165	25.00	06/07/2012	80-560-0000-518-004	
8950	INV 8950 ACCT 165	26.22	06/07/2012	01-400-1005-518-004	
8956	INV 8956 ACCT 165	331.17	06/07/2012	20-390-0000-420-000	
8962	INC 8962 ACCT 165	375.06	06/07/2012	20-390-0000-420-000	
8968	INV 8968 ACCT 165	353.40	06/07/2012	20-390-0000-420-000	
8980	INV 8980 ACCT 165	339.15	06/07/2012	20-390-0000-420-000	
8987	INV 8987 ACCT 165	311.79	06/07/2012	20-390-0000-420-000	
8995	INV 8995 ACCT 165	487.35	06/07/2012	20-390-0000-420-000	
9010	INV 9010 ACCT 165	373.35	06/07/2012	20-390-0000-420-000	
9019	INV 9019 ACCT 165	401.28	06/07/2012	20-390-0000-420-000	
9029	INV 9029 ACCT 165	398.43	06/07/2012	20-390-0000-420-000	
9034	INV 9034 ACCT 165	356.82	06/07/2012	20-390-0000-420-000	
9397	INV 9397 ACCT 165	52.44	06/07/2012	01-400-0000-518-004	
	Check Total:	3,893.59			
Vendor: 1148	THOMAS HESSELDENZ			Check Sequence: 26	ACH Enabled: False
1104COYFEMA	INV 1104COYFEMA	17,383.00	06/07/2012	60-400-3000-610-021	
	Check Total:	17,383.00			
Vendor: 1803	INDUSTRIAL ELECTRIC MOTORS			Check Sequence: 27	ACH Enabled: False
51611	INV 51611	406.84	06/07/2012	80-560-0000-420-003	
	Check Total:	406.84			

Invoice No. Description Amount Payment Date Acct Number Reference

Vendor: 1751	CECIL JACKSON	867.99	06/07/2012	01-300-0000-520-360	ACH Enabled: False
04/02/12	2003 TOYOTA HIGHLANDER				
	Check Total:	867.99			
Vendor: 1430	KNIFE RIVER MATERIALS	299.65	06/07/2012	70-500-0000-416-001	ACH Enabled: False
297815	INV 297815				
	Check Total:	299.65			
Vendor: 1172	STEVE KOLFACOFF	286.00	06/07/2012	01-210-0000-525-000	ACH Enabled: False
05/09/12	YFD EXAM - VANOVER				
05/18/12	YFD EXAM - BICEGO	286.00	06/07/2012	01-210-0000-525-000	
	Check Total:	572.00			
Vendor: 1406	KUBWATER RESOURCES	5,341.91	06/07/2012	80-560-0000-416-004	ACH Enabled: False
02834	INV 02834				
	Check Total:	5,341.91			
Vendor: 1719	GARY LOBNOW	1,372.91	06/07/2012	04-620-1017-526-000	ACH Enabled: False
5236	INV 5236				
	Check Total:	1,372.91			
Vendor: 1175	LP ENTERPRISES	1,042.34	06/07/2012	80-550-0000-420-003	ACH Enabled: False
80401C	INV 80401C				
	Check Total:	1,042.34			
Vendor: 1400	MADRONE HOSPICE	5,625.00	06/07/2012	01-450-0000-560-000	ACH Enabled: False
06/07/12	JUNE 2012				
	Check Total:	5,625.00			
Vendor: 19060	MEEK'S LUMBER	11.37	06/07/2012	70-500-0000-416-009	ACH Enabled: False
659130	INV 659130				
660173	INV 660173	44.40	06/07/2012	71-500-0000-450-001	
661051	INV 661051	39.43	06/07/2012	20-310-0000-420-510	
661278	INV 661278	5.97	06/07/2012	20-310-0000-420-510	
	Check Total:	101.17			
Vendor: 1212	MT SHASTA SPRING WATER			Check Sequence: 36	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
312872	INV 312872	21.25	06/07/2012	80-560-0000-420-003	
	Check Total:	21.25			
Vendor: 2063	NIXON-EGLI EQUIPMENT CO			Check Sequence: 37	ACH Enabled: False
21108686	INV 21108686	662.13	06/07/2012	01-350-0000-520-000	
	Check Total:	662.13			
Vendor: 1517	NORTHERN CREDIT SERVICE			Check Sequence: 38	ACH Enabled: False
ACCT 11647	DODD, JASON/JENNY	58.83	06/07/2012	01-000-0000-914-001	
	Check Total:	58.83			
Vendor: 1237	OLIN CORP - CHLOR ALKALI			Check Sequence: 39	ACH Enabled: False
1545406	INV 1545406	5,111.50	06/07/2012	80-560-0000-416-002	
	Check Total:	5,111.50			
Vendor: 1243	PACIFIC ELECTRICAL CONTRACTORS			Check Sequence: 40	ACH Enabled: False
117995	INV 117995	940.50	06/07/2012	80-560-0000-420-003	
	Check Total:	940.50			
Vendor: 1253	PERFECTION CLEANING INC			Check Sequence: 41	ACH Enabled: False
4012	INV 4012	185.00	06/07/2012	01-080-0000-526-001	
4012	INV 4012	680.00	06/07/2012	01-200-0000-526-001	
	Check Total:	865.00			
Vendor: 1588	QUEST DIAGNOSTICS			Check Sequence: 42	ACH Enabled: False
086092067	YFD EXAM - BETTIS	40.54	06/07/2012	01-210-0000-525-000	
	Check Total:	40.54			
Vendor: 1270	RELIABLE			Check Sequence: 43	ACH Enabled: False
CTF12500	INV CRF12500	44.21	06/07/2012	80-550-0000-416-000	
CTF12500	INV CTF12500	44.21	06/07/2012	70-500-0000-416-000	
	Check Total:	88.42			
Vendor: 1289	SC PUBLIC WORKS			Check Sequence: 44	ACH Enabled: False
05/18/12	RECYCLING GRANT FUNDS	5,000.00	06/07/2012	01-090-6505-561-000	
	Check Total:	5,000.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1303	SHASTA FOREST PRODUCTS			Check Sequence: 45	ACH Enabled: False
18199-IN	INV 18199-IN	297.89	06/07/2012	60-400-6009-516-000	
	Check Total:	297.89			
Vendor: 1304	SHASTA VALLEY CHAINSAW			Check Sequence: 46	ACH Enabled: False
8650	INV 8650	322.72	06/07/2012	80-560-0000-416-000	
	Check Total:	322.72			
Vendor: 1572	SHOP SMART			Check Sequence: 47	ACH Enabled: False
1455672	INV 1455672	62.90	06/07/2012	01-200-0000-516-000	
	Check Total:	62.90			
Vendor: 19102	SISKIYOU DISTRIBUTING			Check Sequence: 48	ACH Enabled: False
306900	INV 306900	66.60	06/07/2012	01-200-0000-516-001	
	Check Total:	66.60			
Vendor: 1320	DONALD SOLUS			Check Sequence: 49	ACH Enabled: False
9190	DMV EXAM - RAFFAELLI	85.00	06/07/2012	70-500-0000-525-000	
	Check Total:	85.00			
Vendor: 22015	SUBURBAN PROPANE			Check Sequence: 50	ACH Enabled: False
002022 5/12	1638-002022 5/12	424.30	06/07/2012	01-210-0000-518-002	
002535 5/12	1638-002535 5/12	77.84	06/07/2012	01-020-0000-518-002	
002535 5/12	1638-002535 5/12	8.00	06/07/2012	04-610-1016-518-002	
002543 5/12	1638-002543 5/12	195.13	06/07/2012	01-470-0000-518-002	
002551 5/12	1638 002551 5/12	776.18	06/07/2012	01-480-0000-518-002	
010421 5/12	1638-010421 5/12	326.14	06/07/2012	01-210-0000-518-002	
	Check Total:	1,807.59			
Vendor: 1338	SVM PLUMBING			Check Sequence: 51	ACH Enabled: False
13763	INV 13763	300.00	06/07/2012	20-312-0000-420-000	
	Check Total:	300.00			
Vendor: 19015	SY AUTO SUPPLY			Check Sequence: 52	ACH Enabled: False
5470 5/12	ACCT 5470 5/12	100.66	06/07/2012	01-350-0000-520-000	
	Check Total:	100.66			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1349	UNDERGROUND SERVICE ALERT				
12005019	INV 12005019	54.75	06/07/2012	Check Sequence: 53 70-500-0000-416-000	ACH Enabled: False
12005019	INV 12005019	54.75	06/07/2012	80-550-0000-416-000	
	Check Total:	109.50			
Vendor: 21027	UNITED PARCEL SERVICE				
84V993202	INV 84V993202	5.73	06/07/2012	Check Sequence: 54 70-510-0000-420-000	ACH Enabled: False
84V993202	INV 84V993202	34.30	06/07/2012	01-350-0000-520-000	
9TT484192	INV 9TT484192	12.06	06/07/2012	01-200-0000-516-000	
	Check Total:	52.09			
Vendor: 1351	UNITED RENTALS NORTHWEST				
102761520-001	INV 102761520-001	106.71	06/07/2012	Check Sequence: 55 80-550-0000-416-000	ACH Enabled: False
102761520-001	INV 102761520-001	106.72	06/07/2012	70-500-0000-416-000	
	Check Total:	213.43			
Vendor: 1353	USA BLUE BOOK				
663996	INV 663996	50.35	06/07/2012	Check Sequence: 56 70-510-0000-420-000	ACH Enabled: False
	Check Total:	50.35			
Vendor: 25090	USPS				
06/07/12	JUNE 2012	1,220.00	06/07/2012	Check Sequence: 57 70-030-0000-515-001	ACH Enabled: False
	Check Total:	1,220.00			
Vendor: 23008	WAL-MART COMMUNITY				
002542	INV 002542	29.64	06/07/2012	Check Sequence: 58 70-510-0000-420-000	ACH Enabled: False
002801	INV 002801	40.69	06/07/2012	01-460-1015-416-000	
006258	INV 006258	23.67	06/07/2012	80-550-0000-416-000	
008654	INV 008654	9.62	06/07/2012	70-510-0000-420-000	
	Check Total:	103.62			
Vendor: 1774	WATER ENVIRONMENT FEDERATION				
1102	INV 1102	1,657.50	06/07/2012	Check Sequence: 59 70-510-0000-525-002	ACH Enabled: False
	Check Total:	1,657.50			
Vendor: 1837	WEBFOOT TRUCK & EQUIPMENT INC				
191597	INV 191597	94.54	06/07/2012	Check Sequence: 60 01-350-0000-520-000	ACH Enabled: False

Invoice No

Description

Amount

Payment Date

Acct Number

Reference

Check Total:

94.54

Vendor: 1360

WEST PAYMENT CENTER

Check Sequence: 61

ACH Enabled: False

INV 824965848

06/07/2012

01-040-0000-516-000

Check Total:

87.96

Vendor: 1365

WILLDAN

Check Sequence: 62

ACH Enabled: False

INV 511569

06/07/2012

60-390-3217-525-000

Check Total:

4,210.00

Vendor: 1374

YREKA CHAMBER OF COMMERCE

Check Sequence: 63

ACH Enabled: False

06/07/12

06/07/2012

01-090-0000-560-000

Check Total:

4,275.00

Vendor: 25040

YREKA HARDWARE

Check Sequence: 64

ACH Enabled: False

099466

06/07/2012

70-500-0000-416-009

099475

06/07/2012

70-500-0000-416-009

099488

06/07/2012

70-500-0000-416-009

099503

06/07/2012

70-500-0000-416-009

099521

06/07/2012

70-500-0000-416-009

099540

06/07/2012

01-350-0000-520-000

099592

06/07/2012

01-400-0000-421-000

099595

06/07/2012

70-500-0000-420-009

099599

06/07/2012

70-500-0000-422-000

099612

06/07/2012

70-500-0000-422-000

099621

06/07/2012

70-500-0000-416-009

Check Total:

310.46

Vendor: 25120

YREKA TRANSFER

Check Sequence: 65

ACH Enabled: False

005821 5/12

06/07/2012

01-210-0000-518-004

024631 5/12

06/07/2012

01-200-0000-518-004

043311 5/12

06/07/2012

04-620-1017-518-004

054217 5/12

06/07/2012

01-480-0000-518-004

Check Total:

374.00

Vendor: 1390

YREKA TRANSIT MIX

Check Sequence: 66

ACH Enabled: False

038425

06/07/2012

80-550-0000-420-002

471.90

Invoice No Description Amount Payment Date Acct Number Reference

Check Total:	471.90
Total for Check Run:	107,412.21
Total of Number of Checks:	66



**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

To: Yreka City Council
Prepared by: Steve Neill, Director of Public Works *SN*
Agenda title: Surplus Property
Meeting date: June 7, 2012

Discussion:

The Fleet Manager recommends the sale of the vehicles listed on the attached Resolution due to parts not being available, age and the vehicles have been replaced.

Fiscal Impact:

The sale of the vehicles will be revenue to the City. The exact amount is unknown, but is estimated to be approximately \$3000.

Recommendation and Requested Action:

That the Council:

Adopt the attached Resolution finding certain vehicles as surplus property and authorizing sale by the City Manager.

Attachment

Approved by

Steven Baker, City Manager

**RESOLUTION NO 2975
RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF YREKA FINDING CERTAIN CITY VEHICLES AS SURPLUS PROPERTY
AND AUTHORIZING SALE BY THE CITY MANAGER**

WHEREAS, the City Manager has requested that certain City vehicles be surplus property for possible sale as they are no longer needed and are not economically repairable due to age, condition, and the availability of parts;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yreka that the following City owned vehicles are surplus property; and the City Manager is hereby authorized to sell same in such manner and for such price as he shall determine:

<u>Vehicle Make, Model, VIN</u>	<u>Description</u>
1991 Ford F150 XLT 1FTDF15N4MPA97016	½ ton 2X2 Pick Up, A/C, P/W V8 5.0l 351 CID Auto
1991 Chevrolet Corsica 1G1LT53T2MY190682	4 Door Sedan, Auto, A/C V6 3.1l TBI
1981 Ford Bronco 1FMD415G2BLA20801	4X4 SUV, A/C, P/W V8 5.8l Auto

The City Council hereby expressly determines that said vehicles and equipment are no longer required and that the same have no historical value.

Passed and adopted this 7th day of June 2012 by the following vote:

AYES:
NOES:
ABSENT: Mercier

Rory A. McNeil, Mayor

ATTEST:

Approved as to form:

Liz Casson, City Clerk

Mary Frances McHugh, City Attorney

CITY OF YREKA
TREASURER'S REPORT TO THE CITY COUNCIL
April 2012

Fund Type	Fund	Fund Description	Previous Balance	Receipts / Debits	Disbursements / Credits	Prior Period Adj.	Cash Balance by Fund	
General-Unrestricted	01	General Operating	\$ 1,877,677.07	\$ 583,680.24	\$ 411,630.19	\$ -	\$ 2,049,737.12	
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	23,702.25	-	-	-	23,702.25	
General-Designated	01	Sidewalk in Lieu	35,378.46	-	-	-	35,378.46	
General-Designated	01	Parkland Trust	-	-	-	-	0.00	
General-Designated	01	Police Asset Forfeit	6,281.97	-	-	-	6,281.97	
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	6,233.43	-	-	-	6,233.43	
General-Designated	02	Gifts Donations	3,710.10	-	-	-	3,710.10	
General-Designated	02	K-9 Unit	16,154.69	15.00	-	-	16,169.69	
General-Designated	02	YPD Donated - Hitson	8,036.63	11.37	-	-	8,048.00	
General-Designated	02	YPD Donated - Travellers	3,864.72	-	-	-	3,864.72	
General-Designated	02	YPD Donated - Teen Fund	453.08	-	-	-	453.08	
General-Designated	02	Greenhorn Park Redevelopment	-	-	-	-	0.00	
General-Designated	03	YVFD Volunter Fund	84,505.32	3,448.01	3,204.27	-	84,749.06	
General-Restricted	04	Crandell Cash	1,984,531.07	3,718.88	1,560.32	-	1,986,889.63	
General-Restricted	04	Morgan Stanely SmithBarney-Crandall	-	-	-	-	0.00	
General-Designated	08	Grant Projects Reserve	1,633,783.12	9,498.88	18,921.98	-	1,624,360.02	
General-Designated	08	PERS Pension Liability Reserve	(578,638.50)	9,461.05	-	-	(569,177.45)	
General-Designated	09	Reserves for Cap. Outlay	264,579.91	-	-	-	264,579.91	General - All
General-Designated	10	Capital Outlay	83,127.61	46.00	7,039.00	-	86,134.61	\$ 5,729,670.89
Spec. Rev. -Streets	20	Gas Tax 2106	61,743.47	43.95	13,518.60	-	48,268.82	
Spec. Rev. -Streets	20	Traffic Conjestion Relief	-	-	-	-	0.00	
Spec. Rev. -Streets	21	Local Transportation	583,401.30	544.08	-	-	583,945.38	Streets
Spec. Rev. -Streets	24	Fines - Traffic Safety	21,347.83	2,775.84	2,235.53	-	21,888.14	\$ 654,102.34
Special Revenue	30	Fire Assessment Spec. Rev	369,045.87	18,502.95	11,610.71	-	375,938.11	
Special Revenue	31	Landfill Access Fee - Debt Service	(145,020.60)	17,632.55	499.88	-	(127,887.93)	Special Revenues
Special Revenue	32	Developer Impact Fees	370,833.65	945.81	-	-	371,779.46	\$ 619,829.64
Special Grants	60	Spec Grants Capital Outlay	(700,630.38)	290,810.22	102,019.03	-	(511,839.19)	Special Grants
Special Grants	65	Community Development Grants	110,450.98	7,365.20	11,299.05	-	106,517.13	\$ (405,322.06)
Water Enterprise	70	Water Operating	411,225.83	164,162.01	131,045.29	-	444,342.55	
Water Enterprise	71	Water Capital Projects	592,104.34	359,914.13	399,561.94	-	552,456.53	
Water Enterprise	72	Water Debt Servicing	0.00	359,889.13	406,163.03	-	(46,263.80)	
Water Enterprise	72	USDA COPS 2010	-	-	-	-	-	Water Enterprise
Water Enterprise	74	Water Reserves	3,625,104.06	39,451.62	-	-	3,664,555.68	\$ 4,615,090.86
Sewer Enterprise	80	Sewer Operating	20,237.80	192,614.25	141,322.40	-	71,529.65	
Sewer Enterprise	81	Sewer Capital Outlay	431,708.65	-	6,987.92	-	424,720.73	
Sewer Enterprise	82	Sewer Debt Servicing	24,902.00	-	-	-	24,902.00	
Sewer Enterprise	82	USDA COPS 2003	100,000.00	-	-	-	100,000.00	Enterprise-Sewer
Sewer Enterprise	84	Sewer Reserves	1,565,821.23	49,908.17	-	-	1,615,729.40	\$ 2,236,881.78
Agency	90	Agency - Cash	71,745.82	355,123.05	326,667.25	-	100,201.62	Agency- Payroll
							\$ 100,201.62	
		COLUMN TOTALS	\$13,076,159.07	\$ 2,469,582.39	\$ 1,995,286.39	\$ -	\$13,550,455.07	\$ 13,550,455.07
		BANK RECAPITULATION	PER BANK	Market Value			PER LEDGER	
		L.A.I.F. 0.367%	12,976,662.66	12,976,662.66				
		Petty Cash Drawers	500.00					
		YVFD Petty Cash	100.00					
		TriCounties YVFD DDA	60,237.44					
		TriCounties YVFD CD 0.250% due 2/21/13	24,512.44	24,512.44				
		Scott Valley Bank - Primary DDA	564,997.43					
		TOTAL PER BANK	13,627,009.97			Cash Total	13,550,455.07	
		ADJUSTMENTS						
		Write-off Small Difference	-			Petty Cash	-	
		Less Outstanding Checks SVB	(76,443.43)					
		Less Outstanding Checks TCB	(100.82)					
		SVB DDA Fees 4/30 GL 5/1	88.40					
		SVB DDA Interest 4/30 GL 5/1	(99.05)					
		TOTAL PER LEDGER	13,550,455.07				13,550,455.07	

Rhetta Hogan, City Treasurer

Rory McNeil, City Mayor

**2011-2012 Operating Budget of Revenue and Expenditures
with Actuals through
April 30, 2012**

Fund	REVENUE		EXPENSE		Excess of Rev over Exp.-Surplus/ (Deficit)		Based on Operating Budget				
	Year to Date		Year to Date		Year to Date		Estimated Beginning Capital	Operating Working Capital	Operating Budget Net Increase/ (Decrease)	Ending Working Capital	Column (a) Balance
	Adopted	Operating Budget	Adopted	Operating Budget	Operating Budget	Year to Date					
00											
01	4,812,016.55	4,884,564.20	3,673,948.57	4,926,357.47	3,897,218.39	(41,693.27)	2,460,009.70	(41,693.27)	2,418,316.43	2,240,089.52	2,240,089.52
02	(16,762.35)	590.00	927.77	3,200.00	2,979.35	(2,051.59)	34,297.16	(2,610.00)	31,687.16	32,245.59	32,245.59
03	17,500.00	18,500.00	20,745.53	25,500.00	16,275.10	(6,000.00)	82,278.63	(6,000.00)	74,278.63	84,749.06	84,749.06
04	30,000.00	30,000.00	25,924.34	33,800.00	31,116.77	(5,800.00)	1,971,882.06	(5,800.00)	1,966,082.06	1,966,689.63	1,966,689.63
08	(344,654.20)	(344,654.20)	(60,591.94)	(225,639.43)	(99,989.36)	(119,014.77)	1,015,785.55	(119,014.77)	896,770.78	1,055,182.57	1,055,182.57
09	11,000.00	345,500.00	11,000.00	5,000.00	11,000.00	339,500.00	284,579.91	339,500.00	604,079.91	264,579.91	264,579.91
10	280,000.00	164,109.00	245,000.00	345,000.00	104,932.11	(180,891.00)	140,957.69	(180,891.00)	(180,891.00)	85,134.61	85,134.61
	(52,916.55)	214,044.80	243,006.30	190,860.57	68,314.98	23,184.23	3,368,823.33	23,184.23	3,392,007.56	3,469,581.37	3,469,581.37
Total General Fund	4,759,100.00	5,089,705.00	3,916,954.37	5,117,218.04	3,956,633.37	(18,505.04)	5,829,833.03	(18,505.04)	5,811,328.99	5,729,670.89	5,729,670.89
20	479,232.13	295,632.13	185,293.35	479,032.13	164,491.52	200.00	20,801.83	200.00	200.00	46,268.82	46,268.82
21	202,000.00	163,381.00	163,046.78	339,054.55	181,391.00	(175,663.55)	582,289.60	(175,663.55)	406,626.05	583,945.38	583,945.38
24	83,107.25	83,107.25	81,088.98	83,107.25	39,200.82	21,888.14	-	-	-	21,888.14	21,888.14
Road, Street & Transit - Restricted	784,339.38	542,330.38	409,429.09	1,026,102.93	365,083.34	(175,463.55)	582,289.60	(175,463.55)	406,826.05	654,102.34	654,102.34
Total Road, Street and Transit	784,339.38	542,330.38	409,429.09	1,026,102.93	365,083.34	(175,463.55)	582,289.60	(175,463.55)	406,826.05	654,102.34	654,102.34
30	220,500.00	220,500.00	192,014.31	339,152.10	104,622.07	(118,652.10)	301,854.51	(118,652.10)	183,202.41	375,938.11	375,938.11
31	215,500.00	215,500.00	180,358.24	181,020.73	179,937.66	34,479.27	(105,913.66)	34,479.27	(71,434.39)	(127,887.93)	(127,887.93)
32	39,650.00	39,650.00	37,136.02	-	-	39,650.00	31,667.27	39,650.00	71,317.27	371,779.46	371,779.46
Special Revenue - Restricted	475,650.00	475,650.00	409,506.57	520,172.83	284,559.73	(41,522.83)	227,608.12	(41,522.83)	183,085.29	619,829.64	619,829.64
Total Special Revenue	475,650.00	475,650.00	409,506.57	520,172.83	284,559.73	(41,522.83)	227,608.12	(41,522.83)	183,085.29	619,829.64	619,829.64
60	2,682,000.00	980,703.00	262,441.43	975,703.00	788,736.10	5,000.00	(5,344.52)	5,000.00	(344.52)	(511,639.19)	(511,639.19)
65	(125,500.00)	142,000.00	(33,927.44)	130,000.00	86,657.57	12,000.00	862,426.86	12,000.00	874,426.86	108,517.13	108,517.13
Special Grants - Capital Projects	2,556,500.00	1,122,703.00	248,513.99	2,782,000.00	1,105,703.00	17,000.00	(626,878.66)	17,000.00	874,002.34	(405,322.06)	(405,322.06)
Total Special Grants - Operating & Capital Projects	2,556,500.00	1,122,703.00	248,513.99	2,782,000.00	1,105,703.00	17,000.00	(626,878.66)	17,000.00	874,002.34	(405,322.06)	(405,322.06)
70	1,440,095.34	1,440,095.34	1,469,495.34	1,469,495.34	978,791.61	(28,400.00)	(19,780.00)	(28,400.00)	(46,180.00)	444,342.55	444,342.55
71	5,647,525.86	5,647,525.86	5,643,881.12	5,647,525.86	5,085,886.04	582,110.00	(5,518.55)	582,110.00	578,591.45	552,456.53	552,456.53
72	20,000.00	20,000.00	10,828.03	20,000.00	54,397.50	(43,469.47)	(2,794.43)	(43,469.47)	(2,794.43)	(46,263.90)	(46,263.90)
74	421,154.60	421,154.60	469,858.00	469,858.00	3,194,897.66	421,154.60	3,186,604.70	421,154.60	3,616,852.28	3,954,555.68	3,954,555.68
Water Enterprise	7,528,775.80	7,528,775.80	7,755,289.55	7,107,621.30	6,119,075.15	978,884.60	3,186,604.70	978,884.60	4,143,469.30	4,615,080.88	4,615,080.88
80	1,378,795.57	1,378,795.57	1,301,377.51	1,378,795.57	991,289.46	-	(15,406.00)	-	(15,406.00)	71,529.65	71,529.65
81	433,000.00	433,000.00	-	433,000.00	70,039.70	308,000.00	761,605.73	308,000.00	1,059,605.73	424,720.73	424,720.73
82	127,037.00	127,037.00	151,858.82	127,037.00	58,389.78	-	74,003.85	-	74,003.85	124,902.00	124,902.00
84	281,167.43	281,167.43	481,259.74	281,167.43	481,469.68	281,167.43	1,134,469.68	281,167.43	1,415,637.09	1,615,728.40	1,615,728.40
Sewer Enterprise Fund	2,220,000.00	2,220,000.00	1,634,498.07	1,938,832.57	1,117,718.94	589,167.43	1,944,673.24	589,167.43	2,533,840.67	2,236,861.76	2,236,861.76
Total Enterprise Funds	9,748,775.90	9,748,775.90	9,669,795.62	9,616,749.87	7,236,794.09	(1,566,034.03)	(5,117,271.94)	(1,566,034.03)	(6,677,509.97)	(6,951,972.64)	(6,951,972.64)
Agency Trust - Cash	-	-	-	-	(95,509.18)	-	-	-	-	100,201.62	100,201.62
Agency Funds	-	-	-	-	(95,509.18)	-	-	-	-	100,201.62	100,201.62
Total Agency Funds	-	-	-	-	(95,509.18)	-	-	-	-	100,201.62	100,201.62
All Funds Combined	18,304,356.28	16,989,165.20	14,674,200.24	19,402,800.02	15,643,631.67	(1,344,636.61)	12,607,091.03	(1,344,636.61)	(13,951,627.64)	(13,650,456.07)	(13,650,456.07)



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Steve Neill, Director of Public Works *SN*
Agenda title: Approve Resolution No. 2974 adopting Mitigated Negative Declaration for the Wastewater Treatment and Collection System Improvements
Meeting date: June 7, 2012

Discussion:

On December 1, 2011, the City Council adopted Resolution No. 2974 authorizing the Department of Public Works to submit a Final Application to USDA Rural Development for funding the Wastewater Treatment and Collection System Improvements.

Pacific Municipal Consultants prepared the Initial Study/Mitigated Negative Declaration (IS/MND) to evaluate the potential environmental impacts. The IS/MND was prepared as a joint CEQA/NEPA document pursuant to the CEQA-plus NEPA streamlining process. The IS/MND provides a summary of the project, potential impacts, and the recommended mitigations to be incorporated into the final project design. The IS/MND has been circulated to the State Clearinghouse and has been available for public review at City Hall. Caltrans provided a comment to indicate that work in their Right of Way will require an Encroachment Permit.

The City Council conducted a public hearing on May 17, 2012 and the public comment period closed on May 29, 2012.

Fiscal Impact:

The fiscal impact is \$2,151.50 to file a Notice of Determination with the County Clerk. This cost will be part of the City's required contribution of \$500,000.

Recommendation and Requested Action:

That the Council:

Approve Resolution No. 2974 adopting the Mitigated Negative Declaration for the Wastewater Treatment and Collection System Improvements.

Attachments

Resolution No. 2974

Approved by: _____

Steven Baker, City Manager

RESOLUTION NO. 2974

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA ADOPTING THE MITIGATED NEGATIVE DECLARATION FOR THE WASTE WATER TREATMENT AND COLLECTION SYSTEM IMPROVEMENTS

WHEREAS, the City of Yreka is proposing to approve a Mitigated Negative Declaration for the Waste Water Treatment and Collection System Improvements, and

WHEREAS, a Notice of Availability for a Draft Initial Study/Mitigated Negative Declaration (State Clearinghouse Reference Number #2012042069) and public hearing notice to accept comments on the Mitigated Negative Declaration for the Wastewater Treatment and Collection System Improvements was filed with the State Clearinghouse, and mailed or delivered to public agencies April 30, 2012; and

WHEREAS, a "Notice of Intent to Adopt a Mitigated Negative Declaration, Notice of Public Review of a Proposed Mitigated Negative Declaration, Notice of Public Hearing" was published in the Siskiyou Daily News, May 7, 2012, and filed with the Siskiyou County Clerk; and

WHEREAS, a public hearing was held by the City Council on May 17, 2012 to provide to the public and public agencies an opportunity to identify significant environmental issues, reasonable alternatives and mitigating measures that should be addressed; and

WHEREAS, the public comment period began April 30, 2012 and ended on May 29, 2012; and

WHEREAS, a Final Initial Study/Mitigated Negative Declaration dated April 2012, has been prepared pursuant to California Environmental Quality Act (Public Resources Code Section 21000 et seq.) and the National Environmental Policy Act (NEPA) to analyze the environmental effects of the project; and

WHEREAS, Section 21000 et seq. of the Public Resources Code and Section 15000 et seq. of Title 14 of the California Code of Regulation (CEQA guidelines) which govern the preparation, content, and processing of mitigated negative declarations, have been fully implemented in the preparation of the subject document.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yreka as follows:

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

Section 2. The City Council hereby finds and determines that the record does not include any evidence that the project will have any significant environmental effects which are not fully mitigated within the project design and finds that appropriate monitoring and reporting procedures are included in the project.

Section 3. The City Council has reviewed and analyzed the Draft Initial Study/Mitigated Negative Declaration, with the assistance of staff, and public comments received have been addressed. The Planning Director is the custodian of the documents, which are available to the public, and which constitute the record of the proceedings upon which these findings are based.

Section 4. The City Council has independently reviewed and analyzed the Responses to Comments and Errata Document and finds that it is complete and prepared in compliance with the California Environmental Quality Act and regulations adopted pursuant thereto.

Section 5. The City Manager, the City Clerk and all other proper officers and officials of the City are 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 6. 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.

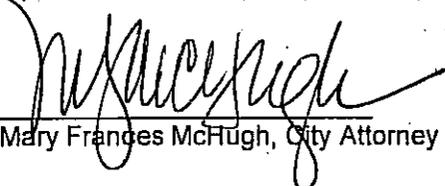
Section 7. This resolution shall take effect immediately upon its passage.

Passed and adopted this 7th day of June, 2012, by the following vote:

AYES:
NAYS:
ABSENT:

Rory McNeil,
Mayor of the City of Yreka

APPROVED AS TO FORM:



Mary Frances McHugh, City Attorney

Attest: _____
City Clerk

THE UNDERSIGNED CERTIFIES THAT THIS A TRUE AND CORRECT COPY OF RESOLUTION NO. 2974 AS ADOPTED BY THE CITY COUNCIL AT ITS MEETING HELD JUNE 7, 2012.

Liz Casson, City Clerk



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Adopt Resolution No. 2976 Approving the Use Agreement with Yreka Splash for Fiscal Year 2012-13, with a Contribution of \$32,500.
Meeting date: June 7, 2012

Discussion: Ringe Pool is currently operated by Yreka Splash, a volunteer organization, which coordinates with the Yreka Swim Team and the Yreka High School. Last year, the City budgeted for \$32,500 to support Splash's operation of the pool.

We have received a request (attached) to continue the support for Splash's operation of the pool in the amount of \$32,500. In addition, the request includes a request for the City to fund half (\$15,000) the cost of replacing the three water heaters at the pool, which are leaking.

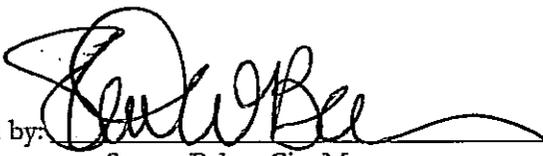
The \$32,500 is the same operational request as last year. While the City's intent with support of the pool was to gradually reduce the amount of support that Splash required, with increasing water bills and the continuing need for repairs, this reduction has not been achieved.

The \$15,000 for hot water heaters is for repairs in addition to the operating expenses. The water heaters are leaking. Because of the age of the pool and the increasing expenses for repairs and required improvements, as well as concerns about safety, the pool was nearly closed a few years back. Splash was formed to help fill that gap and significant progress was made at that time. The pool, however, is still very old and needs repairs in addition to those proposed here (The Council discussed the roof last year during capital project budgeting). Staff recommends that the City Council tour the pool and related facilities prior to making a decision on these repairs, with the intent of developing a long-term strategy. Yreka High School and Splash (which now includes the Yreka Swim Team) should be part of that discussion.

A decision on the hot water heaters (the number replaced could be less than three, but there are operational issues if that occurs).

Recommendation

1. That the City Council Adopt Resolution No. 2976 approving the Use Agreement with Yreka Splash for Fiscal Year 2012-13, with a contribution of \$32,500.
2. That the City Council schedule a tour of the Ringe Pool Facility and direct staff to put the repair/replacement of the hot water heaters and a long term strategy for the pool on future agendas.

Approved by: 

Steven Baker, City Manager

May 23, 2012

City of Yreka
701 4th Street
Yreka, CA 96097
Attn: Steve Baker, City Manager

Re: Ringe Pool Operating Agreement

Dear Steve;

The 2012 season is upon us and Yreka Splash (Splash) is again ready to assume the duties of operation to provide recreational swim opportunities to the families of the City of Yreka (City).

As you are aware, during the past several years, the City and Splash have worked together to continue to address operations and maintenance at the pool. We have jointly funded the replacement of the filtration system, we have worked collaboratively to address on (and off) season maintenance and we continue to work together to ensure Yreka's families have a safe and enjoyable place to spend their Summer and the youth have programs to provide fitness, education and team-building opportunities.

This year we must made some additional effort towards that deferred maintenance in the form of heater replacement. The current heaters are over 25 years old and have reached the end of their life as evidenced by substantial leaks emitting from the bottom of all three heating units. While I would love to utilize purely sun, or suggest "swimming faster" as a method for managing the temperature, it is impractical. Thus, we must replace the heaters this year.

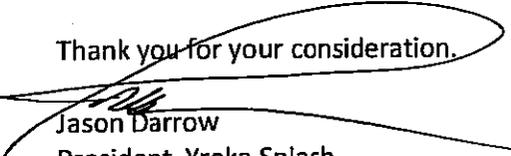
I have received three quotes for heating units themselves and the cost is \$30,000.00 – approximately \$10,000.00 per unit. The proposed systems have a much higher efficiency rating and a life expectancy of an additional 20-years, so overall operational costs can be reduced through a reduction in heating bills and maintenance can be reduced as neither the City of Splash will have to provide additional monitoring of the system throughout the year - this is truly a long-term solution.

During the past several years, the City has funded Splash in an amount of +/- \$35,000.00. The organization has utilized the funds well and has augmented the City funds with roughly an identical amount from community. As you are aware from past (pre-Splash) financial performance, the annual cost to the city was considerably higher. Deferred maintenance is (as you know) just that – deferred. In this instance of heater replacement and to continue with collaborative solutions, Splash would propose to match the City efforts by covering ½ of the replacement costs of a new heating system.

Thus, as we enter the season this year we make two requests: First, provide an annual contribution of \$32,500.00 to allow Splash to provide identical services to the community as we did in 2011. Second, provide a one-time allocation of \$15,000.00 to cover ½ the cost for replacement of the heating units.

I can be reached at 530-598-2750 to discuss this further.

Thank you for your consideration.


Jason Darrow
President, Yreka Splash

RESOLUTION NO. 2976

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA
APPROVING THE USE AGREEMENT WITH YREKA SPLASH FOR THE
EXCLUSIVE USE OF RINGE POOL AND APPROPRIATING A
CONTRIBUTION IN THE AMOUNT OF \$32,500.00 TO YREKA SPLASH
FOR THE OPERATION OF RINGE POOL

WHEREAS, the City, a municipal corporation, is the owner of a Municipal Public Pool facility commonly known as Ringe Pool located at 715 Knapp Street, Yreka, California, and adjacent parking lot to the east of the Pool; and

WHEREAS, a request for a Use Agreement between the City and Yreka Splash has been filed with the City, and the members of the City Council, with the assistance of its staff, have reviewed said document; and,

WHEREAS, the City Council has determined it would be in the best interests of the City to approve and authorize the execution of said Use Agreement; 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;

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.

Section 2. The City Council of the City of Yreka does hereby find that the Use Agreement described herein is in the best interests of the City of Yreka, and the City Council does hereby authorize the City Manager to execute a Use Agreement on behalf of the City of Yreka. The City Manager or designee is hereby further 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, and the City Clerk or such Clerk's designee is hereby authorized and directed to affix the City's seal to said documents and to attest thereto.

Section 3. IT IS FURTHER RESOLVED that the City Council does hereby direct and authorize a budget appropriation in the amount of \$32,500 for FY 2012-2013.

Section 4. 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 5. This resolution shall take effect immediately upon its passage.

Passed and adopted this 7th day of June 2012, by the following vote:

AYES:
NAYS:
ABSENT: Mercier

Rory McNeil,
Mayor

APPROVED AS TO FORM:

Mary Frances McHugh,
City Attorney

Attest: _____
Elizabeth E. Casson, City Clerk

**USE AGREEMENT FOR RINGE POOL
BY YREKA SPLASH**

This Use Agreement is made and entered into this 1st day of July, 2012, by and between the City of Yreka, a Municipal Corporation, hereinafter referred to as "City" and Yreka Splash, a duly formed not for profit corporation, hereinafter referred to as "User."

RECITALS

WHEREAS, City owns a Municipal Public Pool facility commonly known as Ringe Pool located at 715 Knapp Street, Yreka, California, and adjacent parking lot to the east of the Pool [hereafter collectively referred to as "pool facility"]; and,

WHEREAS, User desires to enter into an agreement with the City to obtain exclusive use of said pool facility to provide recreational swim activities for the community.

NOW THEREFORE it is agreed by the parties hereto that the foregoing Recitals are true and:

AGREEMENT

1. EXCLUSIVE USE AND TERM OF EXCLUSIVE USE AND CITY CONTRIBUTION.

Subject to the terms and conditions of this agreement, City does hereby grant to User, the exclusive right to use the Ringe Pool facility beginning on July 1, 2012 through November 30, 2012, and June 1, 2013 through June 30, 2013, or as the parties may otherwise agree in writing. The hours and times of use are to be set by User. User may enter into subleases of the premises for use of the pool facilities by other community organizations, vendors or contractors on such terms and conditions as User determines appropriate.

In consideration for this undertaking, the City agrees to pay User for services during the term of this agreement such amount as is appropriated by the Yreka City Council for fiscal year 2012-2013. Contingent upon the adoption of the 2012-2013, budget, the amount appropriated shall be paid on July 6, 2012. In the event sufficient funds are not available to be appropriated for this Agreement, then either party may terminate this Agreement in whole upon prior written notice as provided in Paragraph 8.

2. RESPONSIBILITIES OF USER.

In further consideration for this exclusive use, User shall be exclusively responsible to:

A. With respect to the Needs of the Community, User shall at User's cost:

i. Operate and maintain a community service program geared to providing recreational swimming opportunities for City of Yreka residents, including swimming lessons, open swim time, swim instruction and exercise programs for City youth and senior citizens.

ii. User shall plan and operate its program at Ringe Pool so that it will not exclude any member of the community because of race, nationality or religious convictions.

iii. User shall have a staff person present at the premises whenever User's programs are in operation.

iv. City recognizes the autonomy of operations of User's programs and shall not interfere with the general programming to be undertaken by User at the premises. The needs of the community shall be given consideration in the planning of User's program at the premises. "Operations" shall include all of the programming developed by User consistent with the intent of this Agreement as well as the following: the maintenance of the premises and the equipment on the premises, and shall include the operation of a snack shack, or other vendors appropriate to the use of a pool so long as the appropriate City business license is obtained by such vendors.

v. User shall not permit the violation of any federal, state or local law to be committed on the premises during the term of this Agreement.

B. With Respect to the Use of the Pool, at User's cost, User shall:

i. Provide adequate teachers, instructors, supervisory personnel and/or life guards at all times during this Agreement. "Adequate" is defined as sufficient staff to safely provide programming or services according to generally accepted standards for pool operations. User shall at all times make certain that competent supervision of minors occurs at the Pool.

ii. Maintain the pool and the building and its exterior in a condition which meets or exceeds all applicable state, federal and local laws and requirements as they relate to public health, safety, cleanliness and water control.

iii. Provide immediate service and maintenance for equipment breakdowns and building mechanical failures when such breakdowns and failures are material. "Material" is defined to mean that the continued operation of the Ringe Pool is not safe for Ringe Pool users.

iv. Be responsible for repairs and maintenance of all equipment on the premises.

v. Maintain and keep clean and supplied the restrooms, change rooms and pool deck.

vi. Be responsible for and provide trained personnel necessary for daily water quality testing, filling the chlorinator, record keeping and monitoring of the Ringe Pool's water quality and adjustments for chemical additives, including any needed purchase of test supplies and chemicals, so that the pool is suitable for safe use.

vii. Pay the cost of all utilities including but not limited to water, electricity, phone, and propane provided to the pool facility, and *User shall transfer all such utility accounts into its name for the duration of this Use Agreement.* City shall waive the cost to set temporary water service into User's name.

viii. Pay the all costs of operation and equipment (acquisition and maintenance) related to the pool, including the cost of all chemicals required for water quality during the term of the Agreement.

ix. To cover the Pool each night at the conclusion of sessions of use and leave the Pool in safe condition and the premises locked at any time User leaves the facility, whether overnight or for a shorter period.

x. To return the premises to the City at the end of the Agreement in the same condition as received, barring normal wear and tear.

xi. User shall not undertake any alterations or changes in the premises without prior written consent of City, and regardless of whether User obtains prior consent, User will appear, defend and hold the City harmless for any and all mechanics liens from any work done on the premises during the term of the Agreement and if work is done shall give notice of any work before it commences so that City will have the opportunity to post and record a proper "Notice of Nonresponsibility". See CC §§ 3094, 3129.

C. All improvements and fixtures placed upon the Premises by User are, shall be, and shall remain, the property of City. In the event of any damage or lack of operation of any equipment, User shall immediately notify City.

3. EXTENSION OF USE. Upon written request of User, the City Manager may authorize User to use said pool facility for such additional times and dates beyond the annual closing date, on the same terms and conditions.

4. INDEMNITY AND INSURANCE.

a. Indemnification.

User shall indemnify, defend, and hold harmless City and its officers, officials, agents and employees from and against any and all causes of action, claims, liabilities, losses, judgments or damages, including reasonable attorney's fees and costs of litigation (hereafter "claims") arising out of or in connection with User's use of the pool facility, including but not limited to claims or actions by User or its officers, officials, employees, agents, students, invitees, vendors or contractors except where such loss or damage was caused by the sole negligence or willful misconduct of the City. In the event City, or any of its officers, officials, agents or employees (hereafter "City") is made a party to any action, lawsuit, or other adversarial proceeding alleging negligent or wrongful conduct on the part of User, User shall provide a defense to City or at City's option shall reimburse City for their cost of defense, including reasonable attorney's fees incurred in defense of such claims, and User shall promptly pay any final judgment or portion thereof rendered against City.

b. Insurance Requirements.

i. General Liability. In connection with this Agreement, and for the duration of the Agreement, User shall provide proof to City of the equivalent of General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 with an edition prior to 2004, or its exact equivalent, naming as additionally insured the City, its officers, officials, agents and employees with respect to liability for any claims arising out of the use of the pool facility by User with the coverage and requirements set forth in Exhibit "4". Coverage shall not be limited to the vicarious liability of User. Defense costs described in paragraph 4a above must be paid in addition to the limits of the policy. Coverage shall not be canceled except after 10 days prior written notice by Certified Mail, Return Receipt Requested, given to the City. User insurance coverage, or its equivalent, shall be primary insurance in respect to the City, its officers, officials, agents and employees. The limits for General Liability Insurance shall be not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage and no less than \$2,000,000 general aggregate. Such insurance, or its equivalent, shall be placed with an insurance company acceptable to City. City shall be provided with *original certificates* showing the coverage required by this paragraph and each insurance policy covered by this paragraph shall be endorsed showing that coverage, and that the coverage is primary, *along with separate endorsement showing City of Yreka as additionally insured.*

ii. Worker's Compensation.

User shall provide City either: (1) a certificate stating User has no employees; or (2) a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses and shall maintain such policy through the term of this Agreement as to every person employed by User in connection with User's use of the pool facility.

5. USER RESPONSIBILITY FOR SAFETY AND SAFETY CORRECTIONS.

City, as the owner of the Ringe Pool, reserves the right of entry onto Ringe Pool property at any time to inspect the building and equipment to determine whether Ringe Pool and its premises meets or exceeds all state, federal and local laws and requirements as they relate to public health, safety, cleanliness and water control. If City discovers there is a material failure of equipment or condition at the pool premises, User shall be immediately required to close Ringe Pool until User has corrected the conditions to City's satisfaction. "Material" is defined to mean that the continued operation of the Ringe Pool is not safe for Ringe Pool users. User shall be exclusively responsible for repairs and maintenance of equipment. The City shall provide User an appropriate City of Yreka contact person in the event of emergencies that may occur during use.

6. INDEPENDENT CONTRACTOR

User is, for all purposes arising out of this Agreement, an independent contractor and shall not be deemed an employee or agent of the City. It is expressly understood and agreed that the User shall not be entitled to any benefits, including, but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.

7. GENERAL PROVISIONS

a. EQUAL OPPORTUNITY

User shall comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000 et seq., as amended by the Equal Employment Opportunity Act of 1972), the Age Discrimination in Employment Act of 1976, the California Fair Employment & Housing Act, in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition or marital status.

b. NONDISCRIMINATION

User shall ensure that services and benefits are provided without regard to age, race, sex, age or national origin in accordance with Title VI of the Civil Rights Act of 1964 (as amended). User shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), pertaining to the prohibition of discrimination in employment or provision of services against qualified handicapped persons under any program or activity which receives or benefits from Federal financial assistance, and with the Americans With Disabilities Act of 1990, as amended.

c. AIDS DISCRIMINATION

User shall not deny any person the full and equal enjoyment of, or impose less advantageous terms or restrict the availability of, the participation in any service or program operated by the User on the grounds that such person has Acquired Immune Deficiency Syndrome (AIDS, AIDS Related Complex (ARC) or AIDS Related Status (ARS)).

d. BACKGROUND CLEARANCES.

For the safety and welfare of the users of the Pool, the User agrees not to engage any person as an employee, volunteer, vendors, or contractors who has been convicted of any crime involving harm to children, including, but not limited to, the offenses specified in Health and Safety Code Section 115) (person required to register as controlled substance offenders) and those defined in the following Penal Code sections: 261.5; 272; 273a; 273d; 273g; 28; 288; 288a; 314; 647; and 647a. In addition, the User shall notify the City of any current or prospective employee or volunteer who has a conviction of any violent crime, including domestic violence.

e. TAX EXEMPT STATUS

User is to notify the City in writing and provide the City copies of all changes in User's taxable or tax exempt status, changes to the Articles of Incorporation and/or Bylaws or any other changes that impact the financial status or non-profit status of User.

f. ALCOHOL AND DRUG USE PROHIBITED

User agrees that the User and the User's volunteers, employees, vendors, or contractors shall not bring drugs or alcohol onto the pool premises; shall not be in any way impaired because of being under the influence of alcohol or a drug; shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug; and shall not sell, offer or provide alcohol or a drug to another person.

User shall inform all persons accessing the pool by way of this Agreement that the City's objective of a safe, healthful, and productive work place and recreational facility that drug or alcohol use is prohibited at the premises. The User shall supply documentation of said compliance upon request by the City.

g. USER'S EMPLOYEES AND EQUIPMENT

User agrees that in the performance of this Agreement, the User shall not hire City employees or use City equipment to perform any portion of the User's work or services. User shall be exclusively responsible to pay for all costs related to salaries and wages, and training of pool operation personnel, and hold City harmless therefore as set forth in Section 4 hereof, for all services performed by the User, or under the User's supervision, by persons authorized to perform such services under this Agreement.

h. CONFLICT OF INTEREST

User pledges its officers or employees presently have no interest and shall not acquire any interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance required by this Agreement.

i. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

User and the City shall comply with all applicable Federal, State, and City statutes, ordinances and regulations whether or not referenced in this Agreement, particularly those relating to the safe operation of a swimming Ringe Pool. The User shall further comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health, sanitation, as well as County, City and other local planning jurisdiction ordinances.

j. ASSIGNMENT

User shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the City.

k. AMENDMENT

The City and the User may, from time to time, make changes in this Agreement by amendment. No alteration, amendment or modification of the terms of this Agreement, however, shall be valid unless, or until, set forth in a written amendment hereto and executed by both the User and City.

l. LAW APPLICABLE.

This Agreement is governed by the law of the State of California, and venue for any proceeding arising from this Agreement shall be in Siskiyou County, California.

m. NOTICES

All letters, papers, reports, notices and other correspondence regarding this Agreement shall be sent to the designated City representative at the following address:

Mr. Steven Baker, City Manager, City of Yreka
701 Fourth Street, Yreka, California 96097

All letters, papers, reports, notices, and other correspondence regarding this Agreement shall be sent to the designated User's representative at the User's business address located at:

Yreka Splash, Attn: Jason Darrow
P.O. Box 1510, Yreka, California 96097

n. CONSTRUCTION OF AGREEMENT.

The parties acknowledge that this Agreement has been drafted by the City Attorney of the City of Yreka, who represents the City of Yreka; and User 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.

8. TERMINATION

a. Termination for Convenience.

Either party may terminate for convenience prior to the end of this contract by delivering a written notice of intent to terminate with the other party at **least 30 days** in advance of said termination date. In the event of termination for convenience, both parties agree to assist in planning and to facilitate the orderly discontinuation of User's services with mutual consultation.

b. Termination for Cause.

This Agreement may be terminated immediately and without prior notice for cause if User breaches this Agreement or refuses or fails to perform the obligations, in whole or in part, under this Agreement or otherwise fails to comply with the Agreement provisions. Termination of this Agreement because of default of the User shall not relieve the User of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the User.

c. Funding Based Termination.

In the event that the City Council fails to appropriate funds for the services specified herein during the term of this Agreement, the User or City may terminate this Agreement at any time by giving the five (5) days written notice of termination.

d. Termination Due to Contract Expiration.

Unless as otherwise provided herein, the contract terminates at the time of contract expiration,

unless it is renewed in writing.

e. In the event of termination for any reason, User shall pay to or for the benefit of City such direct costs as User shall have paid or incurred for the use allowed in this Agreement in compliance with, and as required by or pursuant to, this Agreement up to the effective date of termination; and, such other costs pertaining to the use under this Agreement, as User may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to City's rights to withhold and deduct until such time as the exact amount of damages due the City from the User has been determined by the City.

9. User 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.

10. The parties each have 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 parties and no other corporate or other action on the part of either party is necessary to authorize the execution and delivery of this Agreement. The individual executing this Agreement for the respective party has full authority to do so and thereby to bind the party to its terms.

11. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total agreement between the City and the User. No verbal agreements or conversations with any officer, agent, or employee of the City concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon the City.

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

YREKA SPLASH

City of Yreka

By _____
Jason Darrow, President

By _____
Steven Baker, City Manager

Approved as to form for the City of Yreka:

Attest:

By: _____
Mary Frances McHugh,

By _____
Elizabeth Casson, City Clerk