YREKA CITY COUNCIL
AGENDA
January 17, 2013 – 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 December 20, 2012.
   b. Approval of Warrants issued from December 21, 2012 through January 17, 2013.

2. Discussion/Possible Action – Adopt Resolution No. 3000 vacating portions of sewer and water easements at 1906 Ft. Jones Road (Walmart) and authorizing acceptance of an easement for a relocated sewer line.

3. Discussion/Possible Action – Adopt Resolution No. 3007 Approving the Initial Study/Mitigated Negative Declaration for the Yreka Creek Trail Development Project.

4. City of Yreka Community Development Block Grant (CDBG) Program:
   a. Public hearing to solicit comments from the public regarding the intention of the City of Yreka to approve by Resolution, the City of Yreka CDBG Program Income (PI) Reuse Plan. This plan describes how the City will utilize PI, as generated from both economic and general revolving loan accounts. It is the City's intention to amend its PI Reuse Plan, as requested by the California Housing and Community Development (CAHCD).
   b. Adopt Resolution No. 3008 approving an amended Reuse Plan for all Program Income generated by Community Development Grant Program Assisted Activities.

5. Discussion/Possible Action - Approval of all Warrants payable to Siskiyou County Economic Development Council from December 20, 2012 through January 17, 2013.

City Manager Report:

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. Pending Litigation: Conference with Legal Counsel pursuant to Government Code§ 54959.9 - On the Matter of City of Yreka v. Kimberlee Abbott., et al., Siskiyou County Superior Court Case No.11-1001.

2. Pending Litigation: Conference with Legal Counsel pursuant to Government Code§ 54959.9 - On the Matter of RiverWatch v. City of Yreka, U.S District Ct., Northern Calif. District, Case No.3:12-CV-05872 JSC.

3. Conference with Real Property Negotiator (Government Code Section 54956.8)
   Property: Assessor Parcel No. 062-011-200
   Third Party Negotiator: County of Siskiyou
   City Negotiators: City Manager and City Attorney
   Under Negotiation: Possible purchase including price, terms of payment, or both.

4. 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.

5. Conference with Real Property Negotiator (Government Code Section 54956.8)
   Property: 320 Miner St., Yreka, CA
   Third Party Negotiator: to be determined
   City Negotiators: City Manager and City Attorney
   Under Negotiation: Possible sale including price, terms of payment, or both.

6. Conference with Real Property Negotiator (Government Code Section 54956.8)
   Property: 307 North St., Yreka, CA
   Third Party Negotiator: to be determined
   City Negotiators: City Manager and City Attorney
   Under Negotiation: Possible purchase including price, terms of payment, or both

7. 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 DECEMBER 20, 2012

On the 20TH day of December 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, and David Simmen. Absent – John Mercier.

Presentations: Steve Neill, Director of Public Works, presented David Peterson and Randy Horn with certificates of appreciation in recognition of their retirement from City Service.

Consent Calendar: Mayor Simmen 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 regular meeting held December 6, 2012.
b. Approval of Warrants issued from December 7, 2012 through December 20, 2012.
c. Adopt Resolution No. 3002 approving the destruction of certain City Records identified by the Finance Director.
d. Approval of September 2012 Quarterly Treasurer's Investment Report.
e. Approval of budget to actual and Treasurer's Report for the month of October 2012.

Council Member Bicego requested item 1e, be pulled from the consent agenda for discussion.

Following Council discussion, Council Member McNeil moved to approve items a, b, c, & d on the consent calendar as submitted.

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

Mayor Simmen thereupon declared the motion carried.

Approval of budget to actual and Treasurer's Report for the month of October 2012.

Council Member Bicego asked City Treasurer/Finance Director Rhetta Hogan to give a status report on the City's expenditures and revenues.

Following the report from Treasurer Hogan and Council discussion, Council Member Bicego moved to adopt the Treasurers' Report and Budget to Actual for the month of October as submitted.

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

Mayor Simmen thereupon declared the motion carried.

Approve a Supplemental Appropriation for the Yreka Creek Flood Hazard Reduction Project.

Director of Public Works, Neill, reported that the City was awarded a $5 million grant from the State Department of Water Resources from the Flood Corridor Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 known as Proposition 84, and the Disaster Preparedness and Flood Prevention Bond Act of 2006 known as Proposition 1E. This project will further implement the goals of the Yreka Creek Master Plan and the Master Plan of Drainage. The proposed project includes land acquisition from willing sellers, rough grading for floodway restoration, native plant re-vegetation, building relocation at the Forest Service yard and as necessary, bridge reconstruction. This grant provides a restricted creek maintenance endowment fund of approximately $191,000. Only the interest generated by this endowment fund will be available for maintenance purposes, and maintenance activities will be reported annually for five years after the close of the grant.

Director of Public Works Neill further reported that this project is leveraged by five other current and past projects in the amount of $6.7 million, as well as volunteer contributions of approximately $16,300 from Tom Hesseldenz and the Yreka Creek Committee. A supplemental appropriation of $40,000 of expenditures and $32,500 of revenues is requested to incorporate this grant into the City's budget. This project was not included in the FY 2012-2013 budget because the State's timetable for preparing grant agreements was unknown. This supplemental appropriation would add budget authority to enable the Department of Public Works to initiate the project in the current fiscal year.

Following Council discussion, Council Member McNeil moved to approve the supplemental appropriation as submitted.

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

Mayor Simmen thereupon declared the motion carried.

Annual Development Impact Fee Report:
Public Hearing – to solicit public comments regarding the City's intention to adopt a Resolution to approve the Annual Development Impact Fee Report and Updating the City's Capital Improvement Plan and Development Impact Fee Program.

This being the time and date scheduled for the Public Hearing, Mayor Simmen opened the hearing to the audience.

City Manager Baker reported that Resolution No. 3001 has been pulled from the agenda, and that it is staff's recommendation that the City Council approve, by minute order, the Development Impact Fee Reports and the Update to the City's Capital Improvement Plan and Development Impact Fee Program as submitted.

Finance Director Rhetta Hogan stated that the Utility Services, Impact and Connection fees for the current fiscal year had been inadvertently omitted from the report and requested a continuation of the public hearing, while she copied the additional document for the Council to review.

With Council consensus, Mayor Simmen tabled the public hearing on the Annual Development Impact Fee Report and moved to item No 4 on the agenda.

Supplemental Law Enforcement Grant Funds (COPS) Fiscal Year 2012/2013:
Public Hearing - to discuss the proposed spending plan submitted by the Chief of Police for the Supplemental Law Enforcement Grant Funds (COPS) Fiscal Year 2012/2013.

This being the time and date scheduled for the Public Hearing, Mayor Simmen opened the hearing to the audience. There being no statements or comments, Mayor Simmen closed the public hearing.

Adopt Resolution No. 3003 Authorizing the Spending Plan of the Supplemental Law Enforcement Grant Funds for Fiscal year 2012-2013.

Following Council discussion, Council Member McNeil moved to adopt Resolution No. 3003 as submitted.

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

Mayor Simmen thereupon declared the motion carried.

Adopt Resolution No. 3004 adopting the 2013 meeting calendar for the Yreka City Council.

Following Council discussion, Council Member Bicego moved to adopt Resolution No. 3004 as amended.

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

Mayor Simmen thereupon declared the motion carried.

Continuation of Public Hearing - Annual Development Impact Fee Report:

Finance Director Hogan presented the Council and audience with a the annual report which gave a brief description of the type of fee collected; the amount of the fee; the beginning and ending balance of each type of fee; the amount of fees collected, and interest earned; identification of each public improvement and amount expended; identification of the approximate date the construction would be complete; and a description of each inter-fund transfer or loan made.

Finance Director Hogan further reported that the draft report was completed and made available for public review at City Hall on November 20, 2012.

Mayor Simmen re-opened the hearing to the audience. There being no statements or comments, Mayor Simmen closed the public hearing.

Following Council discussion, Mayor Simmen moved to approve the Development Impact Fee Report and Update to the City's Capital Improvement Plan and Development Impact Fee Program as submitted.

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

Mayor Simmen thereupon declared the motion carried.

Adopt Resolution 3005 approving the amended Constitution and Amended Bylaws of the Yreka Volunteer Fire Department.

Council Member Bicego announced his recusal, stating that he has a conflict by reason of his membership relationship with the Yreka Volunteer Fire Department and therefore recused himself and left the Council Chamber.

Following Council discussion, Council Member McNeil moved to adopt Resolution No. 3005 as submitted.

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

Mayor Simmen thereupon declared the motion carried.

Adopt Ordinance No. 833 Amending Ordinance 831 regarding Section 11.01.080 of the Yreka Municipal Code in Title 11, Buildings and Construction.

Following the reading of the title of the Ordinance and Council discussion, Council Member McNeil moved to waive the reading of the body of the Ordinance and to adopt the Ordinance as submitted.

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

Mayor Simmen thereupon declared the motion carried.

Adopt Resolution No. 3006 authorizing the listing of 307 North Street and related actions.

City Manager Baker reported that the City has requested proposals for the sale of the North Street Apartments from local brokers. Three brokers responded, and two were judged to be responsive. Both brokers were well qualified and experienced in our local market, and both have outlined how they would market the project. Ray Singleton of Minton Hometown Properties proposed a fee schedule of 6%, while Chris Kutzkey of Coldwell Banker proposed a 10% commission, and both brokers have indicated that these commissions are negotiable.

Following staff's review of the proposals, it is staff's recommendation to select Ray Singleton of Minton Hometown Properties.

Following Council discussion, Council Member Bicego moved to adopt Resolution No. 3006 as submitted.

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

Mayor Simmen thereupon declared the motion carried.

CLOSED SESSION:

1. Pending Litigation: Conference with Legal Counsel pursuant to Government Code§ 54959.9 - On the Matter of City of Yreka v. Kimberlee Abbott., et al., Siskiyou County Superior Court Case No.11-1001.

2. Conference with Real Property Negotiator (Government Code Section 54956.8)
   Property: Assessor Parcel No. 062-011-200
   Third Party Negotiator: County of Siskiyou
   City Negotiators: City Manager and City Attorney
   Under Negotiation: Possible purchase including price, terms of payment, or both.

3. Conference with Real Property Negotiator (Government Code Section 54956.8)
   Property: Assessor Parcel No. 013-110-130 & 140
   Third Party Negotiator: County of Siskiyou
   City Negotiators: City Manager and City Attorney
   Under Negotiation: Possible purchase including price, terms of payment, or both.

4. 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.

5. <u>Conference with Legal Counsel - Anticipated Litigation</u>

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: Upon return to open session, City Attorney Dohn R. Henion reported out the following:

A motion was made by council member Bicego and seconded by Mayor Simmen to authorize initiation of litigation.

Ayes: Bicego, Foster, McNeill, Simmen
Notes: None
Absent: Mercier

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

Attest:

David Simmen, Mayor
Minutes approved by Council
Motion January 17, 2012

Elizabeth E. Casson, City Clerk

Accounts Payable

Computer Check Proof List by Vendor

User: lysandra
Printed: 01/03/2013 - 11:59AM
Batch: 00001.01.2013

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 4301	AT&T CALNET 2			Check Sequence: 1	ACH Enabled: False
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3952342	INV 3952342	16.69	01/04/2013	01-300-0000-517-000	
3952343	INV 3952343	16.03	01/04/2013	80-560-0000-517-000	
3952347	INV 3952347	46.05	01/04/2013	01-020-0000-517-000	
3952355	INV 3952355	30.76	01/04/2013	70-510-0000-517-000	
3953076	INV 3953076	16.08	01/04/2013	70-510-0000-517-000	
3961251	INV 3961251	66.79	01/04/2013	01-210-0000-517-000	
3965326	INV 3965326	15.31	01/04/2013	70-510-0000-517-000	
3965327	INV 3965327	49.42	01/04/2013	70-510-0000-517-000	
3965330	INV 3965330	17.09	01/04/2013	70-510-0000-517-000	
	Check Total:	452.65			
Vendor: 6021	BASIC LABORATORY INC			Check Sequence: 2	ACH Enabled: False
1211189	INV 1211189	113.00	01/04/2013	20-390-0000-516-000	
1211289	INV 1211289	121.00	01/04/2013	80-560-0000-416-001	
1211511	INV 1211511	84.00	01/04/2013	70-500-0000-420-006	
1211572	INV 1211572	571.00	01/04/2013	70-510-0000-416-001	
1211611	INV 1211611	121.00	01/04/2013	80-560-0000-416-001	
1211704	INV 1211704	233.00	01/04/2013	80-560-0000-416-001	
1211705	INV 1211705	932.00	01/04/2013	80-560-0000-416-001	
1211730	INV 1211730	84.00	01/04/2013	70-500-0000-420-006	
1211779	INV 1211779	201.00	01/04/2013	20-390-0000-516-000	
	Check Total:	2,460.00			
Vendor: 1023	BAXTER AUTO PARTS			Check Sequence: 3	ACH Enabled: False
3011220 12/12	ACCT 3011220 12/12	48.25	01/04/2013	70-510-0000-422-000	
	Check Total:	48.25			
Vendor: 1041	RON BLACK			Check Sequence: 4	ACH Enabled: False
01/04/13	JANUARY 2013	675.00	01/04/2013	01-200-0000-521-004	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	675.00			
Vendor: 1423	ALICE BRANDON			Check Sequence: 5	ACH Enabled: False
1473	INV 1473	34.00	01/04/2013	70-500-0000-420-006	
	Check Total:	34.00			
Vendor: 1050	CAL-ORE COMMUNICATIONS INC			Check Sequence: 6	ACH Enabled: False
20128 1/13	ACCT 20128 1/13	206.80	01/04/2013	01-050-0000-517-005	
21859 1/13	ACCT 21859 1/13	36.90	01/04/2013	70-510-0000-517-000	
60063 1/13	ACCT 60063 1/13	99.95	01/04/2013	01-210-0000-517-005	
60064 1/13	ACCT 60064 1/13	149.95	01/04/2013	01-200-0000-517-005	
	Check Total:	493.60			
Vendor: 1536	CHILDREN FIRST FOSTER FAMILY AGENC			Check Sequence: 7	ACH Enabled: False
RFND DEPOSIT	RFND CLEANING 12/14/12	100.00	01/04/2013	01-480-0000-543-000	
	Check Total:	100.00			
Vendor: 3065	CITY OF YREKA - PETTY CASH			Check Sequence: 8	ACH Enabled: False
01/04/13	REIMBURSE PETTY CASH	39.00	01/04/2013	70-510-0000-515-000	
01/04/13	REIMBURSE PETTY CASH	23.00	01/04/2013	70-500-0000-416-000	
01/04/13	REIMBURSE PETTY CASH	5.90	01/04/2013	01-050-0000-515-000	
01/04/13	REIMBURSE PETTY CASH	120.60	01/04/2013	01-230-0000-515-000	
01/04/13	REIMBURSE PETTY CASH	9.00	01/04/2013	80-550-0000-416-000	
	Check Total:	197.50			
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13279 12/12	013279-000 12/12	7,955.88	01/04/2013	80-560-0000-518-003	
13280 12/12	013280-000 12/12	77.98	01/04/2013	01-370-0000-518-003	
16150 12/12	016150-000 12/12	181.35	01/04/2013	01-400-0000-518-003	
16165 12/12	016165-000 12/12	131.97	01/04/2013	01-400-0000-518-003	
17683 12/12	017683-000 12/12	88.48	01/04/2013	01-400-0000-518-003	
17694-002 12/12	017694-002 12/12	297.79	01/04/2013	01-420-0000-518-003	
17825 12/12	017825-000 12/12	47.40	01/04/2013	01-400-0000-518-003	
17826 12/12	017826-000 12/12	379.20	01/04/2013	01-400-0000-518-003	
17827 12/12	017827-000 12/12	421.20	01/04/2013	01-400-0000-518-003	
17890 12/12	017890-000 12/12	83.42	01/04/2013	01-400-0000-518-003	
17949 12/12	017949-000 12/12	706.11	01/04/2013	01-400-0000-518-003	
17950 12/12	017950-000 12/12	126.40	01/04/2013	01-400-0000-518-003	
17951 12/12	017951-000 12/12	172.61	01/04/2013	01-400-0000-518-003	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
17952 12/12	017952-000 12/12	88.48	01/04/2013	01-400-0000-518-003	
17963 12/12	017963-000 12/12	31.60	01/04/2013	01-400-0000-518-003	
18783 12/12	018783-000 12/12	439.20	01/04/2013	60-310-6012-518-003	
5406 12/12	005406-000 12/12	31.60	01/04/2013	01-400-0000-518-003	
5407 12/12	005407-000 12/12	88.96	01/04/2013	01-400-0000-518-003	
5619 12/12	005619-000 12/12	376.58	01/04/2013	04-620-1017-518-003	
6136 12/12	006136-000 12/12	31.60	01/04/2013	01-400-0000-518-003	
6327 12/12	006327-000 12/12	200.54	01/04/2013	01-200-0000-518-003	
6345 12/12	006345-000 12/12	87.29	01/04/2013	04-610-1016-518-003	
6404 12/12	006404-000 12/12	602.74	01/04/2013	01-210-0000-518-003	
6420 12/12	006420-000 12/12	77.81	01/04/2013	01-210-0000-518-003	
6427 12/12	006427-000 12/12	31.60	01/04/2013	01-400-0000-518-003	
6529 12/12	006529-000 12/12	41.08	01/04/2013	01-400-0000-518-003	
6531 12/12	006531-000 12/12	31.60	01/04/2013	01-400-0000-518-003	
7488 12/12	007488-000 12/12	77.81	01/04/2013	01-020-0000-518-003	
7599 12/12	007599-000 12/12	9.49	01/04/2013	01-400-0000-518-003	
7603 12/12	007603-000 12/12	90.15	01/04/2013	01-400-0000-518-003	
9919 12/12	009919-000 12/12	126.40	01/04/2013	01-400-0000-518-003	
9919-001 12/12	009919-001 12/12	77.81	01/04/2013	01-400-0000-518-003	
	Check Total:	13,212.13			
Vendor: 1519	CSMFO			Check Sequence: 10	ACH Enabled: False
01/04/13	RENEW HOGAN - 2013	110.00	01/04/2013	01-030-0000-511-000	
	Check Total:	110.00			
Vendor: 10101	DEPT OF JUSTICE			Check Sequence: 11	ACH Enabled: False
944597	INV 944597	66.00	01/04/2013	01-000-0000-914-001	
944597	INV 944597	32.00	01/04/2013	70-500-0000-525-000	
	Check Total:	98.00			
Vendor: 1107	DISH NETWORK			Check Sequence: 12	ACH Enabled: False
0354090 1/13	8255707080354090 1/13	48.99	01/04/2013	01-200-0000-517-000	
	Check Total:	48.99			
Vendor: 1109	DOBBY'S LOCK & KEY SHOP			Check Sequence: 13	ACH Enabled: False
6992	INV 6992	7.51	01/04/2013	01-350-0000-520-000	
	Check Total:	7.51			
Vendor: 1116	DRY CREEK LANDFILL INC			Check Sequence: 14	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
1836937	INV 1836937	2,472.12	01/04/2013	80-560-0000-420-006	
	Check Total:	2,472.12			
Vendor: 1831	FAIRCHILD MEDICAL CENTER EMPLOYEE			Check Sequence: 15	ACH Enabled: False
RFND DEPOSIT	RFND CLEANING 12/15/12	100.00	01/04/2013	01-480-0000-543-000	
	Check Total:	100.00			
Vendor: 1573	FAIRCHILD MEDICAL CENTER FOUNDATI			Check Sequence: 16	ACH Enabled: False
RFND DEPOSIT	RFND CLEANING 12/01/12	100.00	01/04/2013	01-480-0000-543-000	
	Check Total:	100.00			
Vendor: 1123	FEDEX			Check Sequence: 17	ACH Enabled: False
2-105-82239	INV 2-105-82239	30.04	01/04/2013	01-200-0000-516-000	
	Check Total:	30.04			
Vendor: 1912	G & G HARDWARE (FALL CREEK)			Check Sequence: 18	ACH Enabled: False
145634	INV 145634	32.43	01/04/2013	70-510-0000-420-000	
145949	INV 145949	18.75	01/04/2013	70-510-0000-420-000	
146005	INV 146005	45.43	01/04/2013	70-510-0000-420-000	
146120	INV 146120	18.22	01/04/2013	70-510-0000-422-000	
146184	INV 146184	4.06	01/04/2013	70-510-0000-420-000	
146312	INV 146312	8.12	01/04/2013	70-510-0000-521-000	
146455	INV 146455	28.91	01/04/2013	70-510-0000-521-000	
146482	INV 146482	9.20	01/04/2013	70-510-0000-420-000	
146744	INV 146744	18.74	01/04/2013	70-510-0000-521-000	
	Check Total:	183.86			
Vendor: 1915	G & G HARDWARE (VEHICLE MAINT)			Check Sequence: 19	ACH Enabled: False
145611	INV 145611	4.50	01/04/2013	01-350-0000-520-000	
	Check Total:	4.50			
Vendor: 1140	GRAINGER			Check Sequence: 20	ACH Enabled: False
9004697653	INV 9004697653	33.25	01/04/2013	70-510-0000-416-000	
	Check Total:	33.25			
Vendor: 2142	DOHN HENION			Check Sequence: 21	ACH Enabled: False
01/04/13	JANUARY 2013 - 1	1,250.00	01/04/2013	01-040-0000-525-001	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,250.00			
Vendor: 2149	HEWLETT PACKARD			Check Sequence: 22	ACH Enabled: False
52163702	INV 52163702	276.06	01/04/2013	01-020-0000-515-000	
	Check Total:	276.06			
Vendor: 1451	JAMES HITTSON			Check Sequence: 23	ACH Enabled: False
12969	INV 12969	16.89	01/04/2013	20-310-0000-525-000	
	Check Total:	16.89			
Vendor: 1765	SYSHANA HOCKER			Check Sequence: 24	ACH Enabled: False
RFND DEPOSIT	RFND CLEANING 12/22/12	100.00	01/04/2013	01-470-0000-543-000	
	Check Total:	100.00			
Vendor: 1466	JOHN'S SATELLITE			Check Sequence: 25	ACH Enabled: False
10160167	INV 10160167	42.81	01/04/2013	70-510-0000-420-000	
	Check Total:	42.81			
Vendor: 1182	LEAGUE OF CA CITIES			Check Sequence: 26	ACH Enabled: False
126357	INV 126357 DUES - 2013	3,953.00	01/04/2013	01-020-0000-511-000	
	Check Total:	3,953.00			
Vendor: 1184	LEHR AUTO ELECTRIC INC			Check Sequence: 27	ACH Enabled: False
01077579	INV 01077579	76.87	01/04/2013	01-350-0000-520-000	
01077638	INV 01077638	166.96	01/04/2013	01-350-0000-520-000	
01078331	INV 01078331	305.81	01/04/2013	01-350-0000-520-000	
	Check Total:	549.64			
Vendor: 1566	LEXIPOL LLC			Check Sequence: 28	ACH Enabled: False
7889	POLICY MANUAL UPDATE	2,450.00	01/04/2013	01-200-0000-511-000	
	Check Total:	2,450.00			
Vendor: 2150	LIFE FOURSQUARE CHURCH			Check Sequence: 29	ACH Enabled: False
RFND DEPOSIT	RFND CLEANING 12/09/12	100.00	01/04/2013	01-480-0000-543-000	
	Check Total:	100.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1400	MADRONE HOSPICE			Check Sequence: 30	ACH Enabled: False
01/04/13	JANUARY 2013	5,343.75	01/04/2013	01-090-0000-560-004	
	Check Total:	5,343.75			
Vendor: 1220	MAILFINANCE			Check Sequence: 31	ACH Enabled: False
N3721317	INV N3721317	267.49	01/04/2013	01-030-0000-526-000	
	Check Total:	267.49			
Vendor: UB*00103	MARIE MIRES			Check Sequence: 32	ACH Enabled: False
	Refund Check	4.46	12/27/2012	31-000-0000-950-000	
	Refund Check	1.15	12/27/2012	70-000-0000-950-000	
	Refund Check	33.54	12/27/2012	70-000-0000-950-000	
	Refund Check	44.59	12/27/2012	80-000-0000-950-000	
	Check Total:	83.74			
Vendor: 1544	NEOFUNDS BY NEOPOST			Check Sequence: 33	ACH Enabled: False
04702374 12/12	7900044904702374 12/12	418.50	01/04/2013	01-060-0000-515-001	
04702374 12/12	7900044904702374 12/12	838.80	01/04/2013	01-020-0000-515-001	
04702374 12/12	7900044904702374 12/12	542.70	01/04/2013	01-230-0000-515-001	
	Check Total:	1,800.00			
Vendor: UB*00101	DR NEWTON			Check Sequence: 34	ACH Enabled: False
	Refund Check	29.13	12/27/2012	80-000-0000-950-000	
	Refund Check	48.56	12/27/2012	70-000-0000-950-000	
	Refund Check	9.71	12/27/2012	31-000-0000-950-000	
	Refund Check	9.71	12/27/2012	30-000-0000-950-000	
	Check Total:	97.11			
Vendor: 2136	NORTHERN ARIZONA WIND & SUN INC			Check Sequence: 35	ACH Enabled: False
162514	INV 162514 SOLAR PANELS	1,852.34	01/04/2013	70-510-0000-420-001	
	Check Total:	1,852.34			
Vendor: 15025	OHLUND'S OFFICE SUPPLY			Check Sequence: 36	ACH Enabled: False
186853	INV 186853	130.06	01/04/2013	01-200-0000-515-000	
	Check Total:	130.06			
Vendor: 1239	ONARHEIM			Check Sequence: 37	ACH Enabled: False
11561	INV 11561	50.00	01/04/2013	70-500-0000-525-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
11561	INV 11561	50.00	01/04/2013	80-550-0000-525-000	
	Check Total:	100.00			
Vendor: 1534	ONARHEIM'S TRUCK REPAIR & TOWING			Check Sequence: 38	ACH Enabled: False
9079	INV 9079 - (8) SMOKE TESTS	600.00	01/04/2013	01-350-0000-520-000	
	Check Total:	600.00			
Vendor: 16030	PACIFIC POWER			Check Sequence: 39	ACH Enabled: False
56810274 11/12	62665681-027 4 11/12	324.95	01/04/2013	01-200-0000-518-001	
56810274 12/12	62665681-027 4 12/12	1,008.55	01/04/2013	01-200-0000-518-001	
	Check Total:	1,333.50			
Vendor: UB*00100	REED PARRY			Check Sequence: 40	ACH Enabled: False
	Refund Check	296.90	12/27/2012	70-000-0000-950-000	
	Check Total:	296.90			
Vendor: 1253	PERFECTION CLEANING INC			Check Sequence: 41	ACH Enabled: False
01/04/13	DECEMBER 2012	300.00	01/04/2013	01-400-0000-426-003	
01/04/13	DECEMBER 2012	680.00	01/04/2013	01-200-0000-526-001	
01/04/13	DECEMBER 2012	185.00	01/04/2013	01-080-0000-526-001	
	Check Total:	1,165.00			
Vendor: 17014	QUILL CORPORATION			Check Sequence: 42	ACH Enabled: False
7704402	INV 7704402	100.36	01/04/2013	01-200-0000-515-000	
7711482	INV 7711482	50.18	01/04/2013	01-200-0000-515-000	
7718686	INV 7718686	257.67	01/04/2013	01-200-0000-515-000	
7718686	INV 7718686	66.58	01/04/2013	01-230-0000-416-000	
	Check Total:	474.79			
Vendor: UB*00104	GREGORY RAMIREZ			Check Sequence: 43	ACH Enabled: False
	Refund Check	0.76	12/27/2012	31-000-0000-950-000	
	Refund Check	0.81	12/27/2012	70-000-0000-950-000	
	Refund Check	5.68	12/27/2012	70-000-0000-950-000	
	Refund Check	7.53	12/27/2012	80-000-0000-950-000	
	Check Total:	14.78			
Vendor: 1528	RUECK COMPANY			Check Sequence: 44	ACH Enabled: False
12-3713-2	INV 12-3713-2 STATOR	961.85	01/04/2013	80-560-0000-420-003	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	961.85			
Vendor: 1283	SC ECONOMIC DEVELOPMENT COUNCIL			Check Sequence: 45	ACH Enabled: False
01/04/13	JANUARY 2013	3,333.33	01/04/2013	01-090-0000-560-001	
	Check Total:	3,333.33			
Vendor: 1296	SCORE			Check Sequence: 46	ACH Enabled: False
3RD QTR 12/13	JANUARY - MARCH 2013	58,437.00	01/04/2013	90-110-0000-360-001	
	Check Total:	58,437.00			
Vendor: 1653	SEVENTH DAY ADVENTIST			Check Sequence: 47	ACH Enabled: False
RFND DEPOSIT	RFND CLEANING 12/06-08/12	100.00	01/04/2013	01-470-0000-543-000	
RFND DEPOSIT	RFND CLEANING 12/06-08/12	100.00	01/04/2013	01-480-0000-543-000	
	Check Total:	200.00			
Vendor: 2141	SHASTA VALLEY VETERINARY			Check Sequence: 48	ACH Enabled: False
220802	INV 220802 CASE #12-15227	63.00	01/04/2013	01-230-0000-416-000	
	Check Total:	63.00			
Vendor: 2151	SISKIYOU BIG BAND INC			Check Sequence: 49	ACH Enabled: False
RFND DEPOSIT	RFND CLEANING 12/20/12	100.00	01/04/2013	01-470-0000-543-000	
	Check Total:	100.00			
Vendor: 19100	SISKIYOU DAILY NEWS			Check Sequence: 50	ACH Enabled: False
6383	NEWS #6383	234.50	01/04/2013	01-020-0000-519-000	
	Check Total:	234.50			
Vendor: 2042	SISKIYOU MEDIA COUNCIL			Check Sequence: 51	ACH Enabled: False
01/04/13	JANUARY - MARCH 2013	1,450.00	01/04/2013	01-090-0000-560-003	
	Check Total:	1,450.00			
Vendor: 1317	SISKIYOU TWO-WAY			Check Sequence: 52	ACH Enabled: False
7409	INV 7409	75.00	01/04/2013	01-020-0000-517-000	
7410	INV 7410	75.00	01/04/2013	01-350-0000-517-000	
	Check Total:	150.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1333	STEINHOFF HEAVY EQUIPMENT & REPAIR			Check Sequence: 53	ACH Enabled: False
021481	INV 021481	18.45	01/04/2013	01-350-0000-520-000	
021627	INV 021627	63.70	01/04/2013	01-350-0000-520-000	
	Check Total:	82.15			
Vendor: 22015	SUBURBAN PROPANE			Check Sequence: 54	ACH Enabled: False
002022 12/12	1638-002022 12/12	2,828.39	01/04/2013	01-210-0000-518-002	
002535 12/12	1638-002535 12/12	600.13	01/04/2013	01-020-0000-518-002	
002535 12/12	1638-002535 12/12	19.94	01/04/2013	04-610-1016-518-002	
002543 12/12	1638-002543 12/12	1,573.62	01/04/2013	01-470-0000-518-002	
002551 12/12	1638-002551 12/12	1,986.13	01/04/2013	01-480-0000-518-002	
010421 12/12	1638-010421 12/12	960.72	01/04/2013	01-210-0000-518-002	
	Check Total:	7,968.93			
Vendor: 1353	USA BLUE BOOK			Check Sequence: 55	ACH Enabled: False
843182	INV 843182	123.28	01/04/2013	80-560-0000-420-003	
	Check Total:	123.28			
Vendor: 25090	USPS			Check Sequence: 56	ACH Enabled: False
01/04/13	JANUARY 2013	1,220.00	01/04/2013	70-030-0000-515-001	
	Check Total:	1,220.00			
Vendor: 1371	WRINKLEDOG INC			Check Sequence: 57	ACH Enabled: False
3518	INV 3518	1,170.00	01/04/2013	01-050-0000-525-001	
	Check Total:	1,170.00			
Vendor: 1574	YMCA			Check Sequence: 58	ACH Enabled: False
RFND DEPOSIT	RFND CLEANING 12/01-03/12	100.00	01/04/2013	01-470-0000-543-000	
	Check Total:	100.00			
Vendor: 1374	YREKA CHAMBER OF COMMERCE			Check Sequence: 59	ACH Enabled: False
01/04/13	JANUARY 2013	4,275.00	01/04/2013	01-090-0000-560-000	
	Check Total:	4,275.00			
Vendor: 25120	YREKA TRANSFER			Check Sequence: 60	ACH Enabled: False
005821 12/12	ACCT 005821 12/12	73.00	01/04/2013	01-210-0000-518-004	
043311 12/12	ACCT 043311 12/12	93.00	01/04/2013	04-620-1017-518-004	
054217 12/12	ACCT 054217 12/12	120.00	01/04/2013	01-480-0000-518-004	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	286.00			
Vendor: UB*00102	STEPHANIE/PETE ZACK/LAFORTUNE			Check Sequence: 61	ACH Enabled: False
	Refund Check	3.74	12/27/2012	30-000-0000-950-000	
	Refund Check	2.81	12/27/2012	31-000-0000-950-000	
	Refund Check	28.00	12/27/2012	80-000-0000-950-000	
	Refund Check	26.68	12/27/2012	70-000-0000-950-000	
	Refund Check	21.07	12/27/2012	70-000-0000-950-000	
	Check Total:	82.30			
	Total for Check Run:	123,396.60			
	Total of Number of Checks:	61			

Accounts Payable

Manual Check Proof List

User: lysandra
Printed: 01/03/2013 - 9:16AM

Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 1029	BENEFIT & RISK MANAGEMENT						
				416	01/04/2013		
01/04/13	2,750.60	01/04/2013	SELF-INSURED DENTAL 01/04/13			90-110-0000-340-104	
Total for Check	2,750.60						
Total for 1029	2,750.60						
Vendor: 1323	SOVEREIGN BANK						
				418	01/04/2013		
01/04/13	9,245.94	01/04/2013	JANUARY 2013			30-210-0000-740-000	
01/04/13	2,071.06	01/04/2013	JANUARY 2013			30-210-0000-745-000	
Total for Check	11,317.00						
Total for 1323	11,317.00						
Total Checks:	14,067.60						

Accounts Payable

Void Check Proof List

User: lysandra
Printed: 12/31/2012 - 2:51PM

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task	Type	PONumber	Close PO?	Line Item
Vendor: 1404	DEPT OF MOTOR VEHICLES									
Check No: 99841	Check Date:	12/27/2012								
	38.00	12/26/12	12/26/2012	CHIPPER REGISTRATION						0
10-400-0000-450-000										
Check Total:	38.00									
Vendor Total:	38.00									
Report Total:	38.00									

Accounts Payable

Computer Check Proof List by Vendor

User: Debbie
Printed: 12/27/2012 - 3:11PM
Batch: 00010.12.2012

Invoice No		Description	Amount	Payment Date	Acct Number	Reference
Vendor:	1527	ACME COMPUTER			Check Sequence: 1	ACH Enabled: False
84588		INV 84588	1,125.00	12/27/2012	10-210-0000-620-000	
		Check Total:	1,125.00			
Vendor:	1404	DEPT OF MOTOR VEHICLES			Check Sequence: 2	ACH Enabled: False
12/26/12		CHIPPER REGISTRATION	38.00	12/27/2012	10-400-0000-450-000	
		Check Total:	38.00			
Vendor:	1141	KARL GREINER			Check Sequence: 3	ACH Enabled: False
10011		DECEMBER 2012	500.00	12/27/2012	01-090-0000-525-000	
		Check Total:	500.00			
Vendor:	2142	DOHN HENION			Check Sequence: 4	ACH Enabled: False
12/06/12		DECEMBER 2012 - 1	1,250.00	12/27/2012	01-040-0000-525-001	
12/20/12		DECEMBER 2012 - 2	1,250.00	12/27/2012	01-040-0000-525-001	
		Check Total:	2,500.00			
		Total for Check Run:	4,163.00			
		Total of Number of Checks:	4			

Accounts Payable

Computer Check Proof List by Vendor

User: lysandra
Printed: 01/10/2013 - 3:40PM
Batch: 00003.01.2013

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1527	ACME COMPUTER			Check Sequence: 1	ACH Enabled: False
84740	INV 84740	3,375.00	01/18/2013	01-050-0000-525-000	
	Check Total:	3,375.00			
Vendor: 1005	AIELLO, GOODRICH & TEUSCHER			Check Sequence: 2	ACH Enabled: False
MS69277	INV MS69277	5,500.00	01/18/2013	01-030-0000-525-000	
	Check Total:	5,500.00			
Vendor: 1009	ALPINE BUSINESS EQUIPMENT			Check Sequence: 3	ACH Enabled: False
49023	INV 49023	59.23	01/18/2013	01-350-0000-515-000	
	Check Total:	59.23			
Vendor: 1011	AMERICAN LINEN			Check Sequence: 4	ACH Enabled: False
LMED749821	INV LMED749821	43.37	01/18/2013	01-200-0000-526-000	
LMED755229	INV LMED755229	43.37	01/18/2013	01-200-0000-526-000	
	Check Total:	86.74			
Vendor: 3007	AMERIGAS			Check Sequence: 5	ACH Enabled: False
3013703600	INV 3013703600	54.70	01/18/2013	01-200-0000-518-002	
	Check Total:	54.70			
Vendor: 2143	APPLE TIME INC			Check Sequence: 6	ACH Enabled: False
17286	INV 17286 BARRICADE TAPE	232.30	01/18/2013	01-200-0000-416-000	
	Check Total:	232.30			
Vendor: 1080	ARAMARK UNIFORM SERVICES INC			Check Sequence: 7	ACH Enabled: False
506-1912818	INV 506-1912818	37.81	01/18/2013	01-480-0000-525-001	
506-1928755	INV 506-1928755	37.81	01/18/2013	01-480-0000-525-001	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
506-1943466	INV 506-1943466	37.81	01/18/2013	01-480-0000-525-001	
506-1958159	INV 506-1958159	37.81	01/18/2013	01-480-0000-525-001	
506-1970889	INV 506-1970889	37.80	01/18/2013	01-480-0000-525-001	
	Check Total:	189.04			
Vendor: 1591	AT&T			Check Sequence: 8	ACH Enabled: False
9117828 12/12	ACCT 530 911-7828 615 4 12/12	199.56	01/18/2013	01-200-0000-517-000	
	Check Total:	199.56			
Vendor: 4301	AT&T CALNET 2			Check Sequence: 9	ACH Enabled: False
3922579	INV 3922579	593.48	01/18/2013	01-200-0000-517-000	
3926070	INV 3926070	28.90	01/18/2013	01-200-0000-517-000	
	Check Total:	622.38			
Vendor: 1023	BAXTER AUTO PARTS			Check Sequence: 10	ACH Enabled: False
3011215 12/12	ACCT 3011215 12/12	511.26	01/18/2013	01-350-0000-520-000	
3011215 12/12	ACCT 3011215 12/12	79.34	01/18/2013	01-350-0000-522-000	
	Check Total:	590.60			
Vendor: 1024	BAY ALARM COMPANY			Check Sequence: 11	ACH Enabled: False
223766121215M	INV 223766121215M	572.22	01/18/2013	01-200-0000-517-000	
	Check Total:	572.22			
Vendor: 2152	BODE TECHNOLOGY GROUP INC			Check Sequence: 12	ACH Enabled: False
BILL16857	INV BILL16857 CRIME SCENE KITS	379.00	01/18/2013	01-200-0000-416-000	
	Check Total:	379.00			
Vendor: 1423	ALICE BRANDON			Check Sequence: 13	ACH Enabled: False
1474	INV 1474	53.50	01/18/2013	80-560-0000-416-001	
	Check Total:	53.50			
Vendor: 1042	KENNETH BUCKLEY			Check Sequence: 14	ACH Enabled: False
4420	INV 4420	105.00	01/18/2013	01-210-0000-521-000	
4434	INV 4434	105.00	01/18/2013	01-470-0000-521-000	
	Check Total:	210.00			
Vendor: 1044	BULBMAN			Check Sequence: 15	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
132915	INV 132915	111.26	01/18/2013	01-090-0000-516-000	
	Check Total:	111.26			
Vendor: 1489	CA BUILDING STANDARDS COMMISSION			Check Sequence: 16	ACH Enabled: False
10-12/12	QUARTERLY FEES 10-12/12	11.00	01/18/2013	01-220-0000-542-001	
	Check Total:	11.00			
Vendor: 3050	CHEVRON & TEXACO CARD SERVICES			Check Sequence: 17	ACH Enabled: False
36840837	INV 36840837	170.67	01/18/2013	01-200-0000-520-310	
	Check Total:	170.67			
Vendor: 1073	COASTWIDE LABORATORIES INC			Check Sequence: 18	ACH Enabled: False
2504321	INV 2504321	126.13	01/18/2013	01-200-0000-516-001	
	Check Total:	126.13			
Vendor: 1077	COMPUTER LOGISTICS CORPORATION			Check Sequence: 19	ACH Enabled: False
58261	INV 58261 NEW SERVER	3,230.00	01/18/2013	10-200-0000-650-002	
59023	INV 59023 CLOUD BACKUP	48.00	01/18/2013	10-200-0000-650-002	
	Check Total:	3,278.00			
Vendor: 3118	CROSS PETROLEUM			Check Sequence: 20	ACH Enabled: False
163404-IN	INV 163404-IN	5,209.55	01/18/2013	01-350-0000-520-100	
163405-IN	INV 163405-IN	2,540.47	01/18/2013	01-350-0000-520-100	
35928-IN	INV 35928-IN	27.99	01/18/2013	01-350-0000-520-100	
	Check Total:	7,778.01			
Vendor: 1093	DATA TICKET INC			Check Sequence: 21	ACH Enabled: False
44469	INV 44469	150.00	01/18/2013	24-200-0000-526-005	
	Check Total:	150.00			
Vendor: 1490	DEPT OF CONSERVATION			Check Sequence: 22	ACH Enabled: False
10-12/12	STRONG MOTION 10-12/12	23.17	01/18/2013	01-220-0000-542-000	
	Check Total:	23.17			
Vendor: 1106	PATRICK DIRCKSEN			Check Sequence: 23	ACH Enabled: False
TRVL 12/21	REIMBURSE FUEL 12/21	58.11	01/18/2013	01-201-0000-512-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	58.11			
Vendor: 1910	G & G HARDWARE (PARKS)			Check Sequence: 24	ACH Enabled: False
145792	INV 145792	49.06	01/18/2013	01-400-0000-416-000	
145793	INV 145793	38.33	01/18/2013	01-400-0000-416-000	
145938	INV 145938	17.67	01/18/2013	01-400-0000-416-002	
146239	INV 146239	53.56	01/18/2013	01-400-0000-416-002	
146427	INV 146427	8.35	01/18/2013	01-400-0000-416-000	
146427	INV 146427	5.35	01/18/2013	80-550-0000-416-000	
146646	INV 146646	12.48	01/18/2013	01-400-0000-416-000	
146664	INV 146664	5.33	01/18/2013	01-400-0000-416-000	
146729	INV 146729	27.86	01/18/2013	01-400-0000-416-000	
	Check Total:	217.99			
Vendor: 1917	G & G HARDWARE (POOL)			Check Sequence: 25	ACH Enabled: False
145956	INV 145956	10.27	01/18/2013	01-420-0000-416-000	
	Check Total:	10.27			
Vendor: 1902	G & G HARDWARE (WWTP)			Check Sequence: 26	ACH Enabled: False
143848	INV 143848	39.26	01/18/2013	80-560-0000-521-000	
143860	INV 143860	2.46	01/18/2013	80-560-0000-521-000	
143987	INV 143987	85.79	01/18/2013	80-560-0000-422-000	
146107	INV 146107	14.04	01/18/2013	80-560-0000-420-003	
146468	INV 146468	7.48	01/18/2013	80-560-0000-420-003	
146675	INV 146675	31.84	01/18/2013	80-560-0000-420-003	
	Check Total:	180.87			
Vendor: 1451	JAMES HITTSON			Check Sequence: 27	ACH Enabled: False
12956	INV 12956	115.83	01/18/2013	01-200-0000-416-000	
	Check Total:	115.83			
Vendor: 1159	INTERNATIONAL INSTITUTE OF MUNICIP/			Check Sequence: 28	ACH Enabled: False
18451 - 2013	RENEW 18451 - 2013	145.00	01/18/2013	01-020-0000-511-000	
	Check Total:	145.00			
Vendor: 1964	JEFFERSON ECONOMIC DEVELOPMENT I			Check Sequence: 29	ACH Enabled: False
58741112	INV 58741112	10,914.01	01/18/2013	65-630-3505-526-000	
58741112	INV 58741112	2.60	01/18/2013	65-630-3505-526-001	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	10,916.61			
Vendor: 2154	JEFFERSON STATE AUTO SUPPLY			Check Sequence: 30	ACH Enabled: False
5470 12/12	ACCT 5470 12/12	49.32	01/18/2013	01-350-0000-520-000	
	Check Total:	49.32			
Vendor: 23080	JIM WILSON MOTORS			Check Sequence: 31	ACH Enabled: False
32972	INV 32972	28.41	01/18/2013	01-350-0000-520-000	
32978	INV 32978	159.07	01/18/2013	01-350-0000-520-000	
32982	INV 32982	49.59	01/18/2013	01-350-0000-520-000	
33016	INV 33016	73.31	01/18/2013	01-350-0000-520-000	
33027	INV 33027	51.32	01/18/2013	01-350-0000-520-000	
33188	INV 33188	46.49	01/18/2013	01-200-0000-520-360	
33196	INV 33196	46.49	01/18/2013	01-200-0000-520-360	
	Check Total:	454.68			
Vendor: 1166	JOHN KENNEDY III			Check Sequence: 32	ACH Enabled: False
673	INV 673 SNOW REMOVAL	85.00	01/18/2013	01-200-0000-526-000	
	Check Total:	85.00			
Vendor: 1523	LAW ENFORCEMENT ASSOCIATES INC			Check Sequence: 33	ACH Enabled: False
1104323-IN	INV 1104323-IN (10) MINI CAMERAS	1,025.00	01/18/2013	01-200-0000-416-000	
	Check Total:	1,025.00			
Vendor: 1184	LEHR AUTO ELECTRIC INC			Check Sequence: 34	ACH Enabled: False
01078496	INV 01078496	130.87	01/18/2013	01-350-0000-520-000	
01078513	INV 01078513	790.34	01/18/2013	01-350-0000-520-000	
	Check Total:	921.21			
Vendor: 1526	MAGIC RAIN CAR WASH			Check Sequence: 35	ACH Enabled: False
1237	INV 1237	12.00	01/18/2013	01-200-0000-520-001	
	Check Total:	12.00			
Vendor: 1195	EILEEN MAIER			Check Sequence: 36	ACH Enabled: False
1678	INV 1678	6.45	01/18/2013	01-350-0000-520-000	
	Check Total:	6.45			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 2077	MERCHANTS CREDIT BUREAU			Check Sequence: 37	ACH Enabled: False
920109	INV 920109	15.50	01/18/2013	01-200-0000-525-000	
	Check Total:	15.50			
Vendor: 1599	MOUNTAIN VIEW PAVING INC			Check Sequence: 38	ACH Enabled: False
14752	INV 14752	714.15	01/18/2013	20-310-0000-420-521	
	Check Total:	714.15			
Vendor: 1215	MUNNELL & SHERRILL			Check Sequence: 39	ACH Enabled: False
35581	INV 35581	83.63	01/18/2013	20-390-0000-510-000	
35581	INV 35581	83.62	01/18/2013	70-500-0000-510-000	
35581	INV 35581	83.62	01/18/2013	80-550-0000-510-000	
35581	INV 35581	83.62	01/18/2013	01-400-0000-510-000	
	Check Total:	334.49			
Vendor: 22019	OFFICE DEPOT			Check Sequence: 40	ACH Enabled: False
638464536001	INV 638464536001	72.56	01/18/2013	01-300-0000-515-000	
638464536001	INV 638464536001	1,030.63	01/18/2013	01-020-0000-515-000	
638464537001	INV 638464537001	17.37	01/18/2013	01-300-0000-515-000	
	Check Total:	1,120.56			
Vendor: 15025	OHLUND'S OFFICE SUPPLY			Check Sequence: 41	ACH Enabled: False
186962	INV 186962	3.22	01/18/2013	01-000-0000-882-000	
	Check Total:	3.22			
Vendor: 1826	PLATT			Check Sequence: 42	ACH Enabled: False
2983322	INV 2983322	194.54	01/18/2013	20-312-0000-420-000	
2993892	INV 2993892	95.62	01/18/2013	20-312-0000-420-000	
3004679	INV 3004679	153.60	01/18/2013	20-312-0000-420-000	
3015214	INV 3015214	87.77	01/18/2013	20-312-0000-420-000	
3015224	INV 3015224	87.77	01/18/2013	20-312-0000-420-000	
3027853	INV 3027853	31.54	01/18/2013	20-312-0000-420-000	
	Check Total:	650.84			
Vendor: 1396	PUBLIC SAFETY CENTER INC			Check Sequence: 43	ACH Enabled: False
5382838	INV 5382838	193.50	01/18/2013	01-200-0000-516-000	
	Check Total:	193.50			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1463	R & B COMPANY			Check Sequence: 44	ACH Enabled: False
S1328025.001	INV S1328025.001	134.94	01/18/2013	70-500-0000-450-501	
S1331943.001	INV S1331943.001	103.65	01/18/2013	70-500-0000-450-501	
	Check Total:	238.59			
Vendor: 1270	RELIABLE			Check Sequence: 45	ACH Enabled: False
DHC27500	INV DHC27500	21.92	01/18/2013	70-500-0000-416-000	
DHC27500	INV DHC27500	21.92	01/18/2013	80-550-0000-515-000	
DHC27500	INV DHC27500	21.92	01/18/2013	70-510-0000-515-000	
DHC27500	INV DHC27500	21.92	01/18/2013	80-560-0000-515-000	
	Check Total:	87.68			
Vendor: 1304	SHASTA VALLEY CHAINSAW			Check Sequence: 46	ACH Enabled: False
12321	INV 12321	44.30	01/18/2013	80-550-0000-416-000	
12321	INV 12321	44.31	01/18/2013	70-500-0000-416-000	
	Check Total:	88.61			
Vendor: 1572	SHOP SMART			Check Sequence: 47	ACH Enabled: False
1521332	INV 1521332 ACCT 46872	60.00	01/18/2013	01-200-0000-516-000	
	Check Total:	60.00			
Vendor: 25035	MICHAEL SIMAS			Check Sequence: 48	ACH Enabled: False
38544	INV 38544	254.18	01/18/2013	01-230-0000-416-000	
	Check Total:	254.18			
Vendor: 19102	SISKIYOU DISTRIBUTING			Check Sequence: 49	ACH Enabled: False
313101	INV 313101	362.82	01/18/2013	01-400-0000-416-002	
313499	INV 313499	149.07	01/18/2013	01-200-0000-516-001	
	Check Total:	511.89			
Vendor: 1314	SISKIYOU OPPORTUNITY CENTER			Check Sequence: 50	ACH Enabled: False
10810	INV 10810	281.52	01/18/2013	70-030-0000-526-000	
	Check Total:	281.52			
Vendor: 19101	SISKIYOU PLUMBING & ELECTRIC			Check Sequence: 51	ACH Enabled: False
17641	INV 17641	11.97	01/18/2013	01-400-0000-421-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	11.97			
Vendor: 2127	DAVID SMITH			Check Sequence: 52	ACH Enabled: False
301	INV 301	600.00	01/18/2013	01-220-0000-526-000	
	Check Total:	600.00			
Vendor: 1333	STEINHOFF HEAVY EQUIPMENT & REPAIR			Check Sequence: 53	ACH Enabled: False
021742	INV 021742	78.75	01/18/2013	01-350-0000-520-000	
CM021481	CM 021481	-18.45	01/18/2013	01-350-0000-520-000	
	Check Total:	60.30			
Vendor: 1842	T & S CONSTRUCTION CO INC			Check Sequence: 54	ACH Enabled: False
FOOTHILL #2	FOOTHILL H2O PAYMENT #2	6,023.17	01/18/2013	70-500-0000-420-005	
LENNOX #2	LENNOX SEWER PAYMENT #2	2,945.25	01/18/2013	80-550-0000-420-002	
	Check Total:	8,968.42			
Vendor: 21027	UNITED PARCEL SERVICE			Check Sequence: 55	ACH Enabled: False
84V993492	INV 84V993492	6.56	01/18/2013	80-560-0000-420-003	
84V993492	INV 84V993492	5.61	01/18/2013	01-090-0000-516-000	
84V993512	INV 84V993512	6.34	01/18/2013	01-090-0000-516-000	
84V993512	INV 84V993512	7.36	01/18/2013	80-560-0000-420-003	
84V993512	INV 84V993512	6.49	01/18/2013	70-500-0000-510-000	
84V993512	CM 84V993512	-1.56	01/18/2013	70-500-0000-510-000	
84V993512	INV 84V993512	6.63	01/18/2013	70-510-0000-420-000	
84V993522	INV 84V993522	47.94	01/18/2013	70-500-0000-420-009	
	Check Total:	85.37			
Vendor: 4185	VERIZON WIRELESS			Check Sequence: 56	ACH Enabled: False
1147465703	INV 1147465703	271.39	01/18/2013	01-200-0000-517-000	
	Check Total:	271.39			
Vendor: 23008	WAL-MART COMMUNITY			Check Sequence: 57	ACH Enabled: False
004542	INV 004542	415.79	01/18/2013	01-200-0000-416-000	
005212	INV 005212	123.29	01/18/2013	01-200-0000-516-001	
007652	INV 007652	49.55	01/18/2013	01-200-0000-516-000	
009167	INV 009167	8.55	01/18/2013	01-200-0000-416-000	
009167	INV 009167	42.85	01/18/2013	01-230-0000-416-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	640.03			
Vendor: 1364	WILGUS FIRE CONTROL			Check Sequence: 58	ACH Enabled: False
23700	INV 23700	161.26	01/18/2013	01-480-0000-516-003	
	Check Total:	161.26			
Vendor: 1370	WRA			Check Sequence: 59	ACH Enabled: False
1700416850	INV 1700416850	2,179.00	01/18/2013	60-400-6009-615-009	
	Check Total:	2,179.00			
Vendor: 25005	YREKA AUTO PARTS			Check Sequence: 60	ACH Enabled: False
1395 12/12	ACCT 1395 12/12	49.61	01/18/2013	01-350-0000-520-000	
1415 12/12	ACCT 1415 12/12	18.13	01/18/2013	80-550-0000-416-000	
1415 12/12	ACCT 1415 12/12	3.21	01/18/2013	80-550-0000-416-000	
	Check Total:	70.95			
Vendor: 25040	YREKA HARDWARE			Check Sequence: 61	ACH Enabled: False
101068	INV 101068	12.49	01/18/2013	70-500-0000-416-000	
101086	INV 101086	20.97	01/18/2013	70-510-0000-420-000	
101094	INV 101094	7.45	01/18/2013	01-210-0000-521-000	
101142	INV 101142	19.20	01/18/2013	70-500-0000-416-000	
101146	INV 101146	1.50	01/18/2013	01-400-0000-416-000	
101166	INV 101166	14.91	01/18/2013	70-500-0000-416-000	
101220	INV 101220	105.75	01/18/2013	20-390-0000-420-000	
101221	INV 101221	38.29	01/18/2013	20-390-0000-420-000	
101225	INV 101225	21.88	01/18/2013	20-390-0000-420-000	
	Check Total:	242.44			
Vendor: 1770	YREKA MACHINE WORKS INC			Check Sequence: 62	ACH Enabled: False
003007	INV 003007	35.39	01/18/2013	70-500-0000-416-000	
	Check Total:	35.39			
Vendor: 25120	YREKA TRANSFER			Check Sequence: 63	ACH Enabled: False
024631 12/12	ACCT 024631 12/12	93.00	01/18/2013	01-200-0000-518-004	
	Check Total:	93.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	55,945.10			
	Total of Number of Checks:	63			

CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To:	Yreka City Council
Prepared by:	Steve Neill, Director of Public Works SN
Agenda title:	Adopt Resolution No. 3000 Vacating Portions of Sewer and Water Easements at 1906 Ft. Jones Road (Walmart) and Authorizing Acceptance of an Easement for a Relocated Sewer Line
Meeting date:	January 17, 2013

Discussion:

In 1985, the City of Yreka accepted an easement for public sewer and water lines through the Walmart property at 1906 Ft. Jones Road (State Route 3).

In 2010, Walmart requested approval to relocate a portion of the sewer line. Council approved an Agreement for construction of a new sewer line and the dedication and abandonment of related sewer and water easements. Construction of the new sewer line was completed in October 2011, and after receiving all required information, it was accepted into the City system as of October 29, 2012.

There is no prospective use or need to retain a portion of the easement for the existing sewer line and a portion of another easement for a water line. This action will have no impact upon the existing utilities located within the easements because they have been maintained by the property owner as private services. Therefore, the easements can be summarily vacated in accordance with Section 8333 of the California Streets and Highways Code. Because the proposed vacation results from a utility relocation, no notice or public hearing is required.

Vacating the easements is in conformance with the City's Master Water Plan, Master Sewer Plan, and General Plan. This action does not reduce access to any properties and will not terminate any public utility easements. Therefore, it is not barred by California Streets and Highways Code Section 8330.

This vacation of approximately 169 feet of a sewer easement and approximately 232 feet of a water easement is exempt from review under the California Environmental Quality Act pursuant to Title 14 California Code of Regulations Section 15305 as a minor alteration in land use limitations.

The 2010 Agreement specified that a new easement would be created for the relocated sewer line. A resolution is required to record this transaction with the Siskiyou County Recorder. Resolution No. 3000 authorizes the City Manager to execute all related documents to vacate the existing easements and accept an easement in the new location.

Fiscal Impact:

There is no fiscal impact.

Recommendation and Requested Action:

That the Council: Adopt Resolution No. 3000 Vacating Portions of Sewer and Water Easements at 1906 Ft. Jones Road (Walmart) and Authorizing Acceptance of an Easement for a Relocated Sewer Line.

Attachments

S:\Steve's\Development - Parcel Maps and Pub Imprvments\Walmart Sewer Relocation\Council agenda memo re vacation of Walmart easments.doc

Approved by: _____
Steven Baker, City Manager

RESOLUTION NO. 3000

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA, CALIFORNIA, VACATING PORTIONS OF SEWER AND WATER EASEMENTS AT 1906 FT. JONES ROAD (WALMART) AND AUTHORIZING ACCEPTANCE OF AN EASEMENT FOR A RELOCATED SEWER LINE

WHEREAS, on the 21st day of March 1985, the City Council of the City of Yreka adopted Resolution No. 1785, being a Resolution Accepting a Conveyance of Grant Deed Easement from Yreka C & R Associates at Yreka Junction Shopping Center, more particularly identified as Siskiyou County Assessor Parcel Number 062-191-170, which was subsequently recorded in the office of the Siskiyou County Recorder on April 2,1985 identified as Instrument No. 85003507; and

WHEREAS, in 2010, WalMart requested to relocate its sewer and water lines in connection with a store remodel; and,

WHEREAS, in March 2011, the City Council approved Resolution No. 2907 Approving an Agreement with Walmart Regarding Sewer Relocation and Any and All Other Necessary Documents for That Purpose which makes provisions, upon completion of construction, for easements to be dedicated in the new location and vacated where they are no longer needed; and,

WHEREAS, construction of the relocated sewer was completed and accepted by the City on October 29, 2012; and,

WHEREAS, the 10 foot wide sewer easement for the relocated sewer is shown on the attached legal descriptions and map prepared by Michael Dequine and Associates, Inc; and,

WHEREAS, the legislative body of a local agency may summarily vacate a public service easement pursuant to Streets and Highways Code Section 8333 where the easement has been superseded by relocation; and,

WHEREAS, the easements are 10 feet wide and that portion of the sewer easement being vacated is approximately 169 feet in length, and that portion of the water easement being vacated is approximately 232 feet in length, which contains sewer and water lines not accepted by the City as public sewer and water lines; and,

WHEREAS, the easements proposed to be vacated as shown on the attached maps and more particularly described in the attached legal descriptions prepared by Michael Dequine and Associates do not contain any public utilities known to the City; and,

WHEREAS, provisions of the Agreement provide for the private maintenance of the water and sewer lines which are installed and exist in the area proposed to be vacated, and future maintenance is the responsibility of the property owners; and,

WHEREAS, this action will not impair or interfere with any property owner's access to the public right of way; and,

WHEREAS, the area of the proposed easement vacation is not a part of the Circulation Element of the General Plan; and,

WHEREAS, the proposed easement vacation is in a commercial area which is fully developed, and, the City does not need, for present nor prospective use, the entire dedication; and,

WHEREAS, vacation of excess water and sewer easements is exempt from review under the California Environmental Act pursuant to Title 14 California Code of Regulations Section 15305 as a minor alteration in land use limitations.

NOW THEREFORE, pursuant to the provisions of Part 3 of Division 9 of the Streets and Highways Code of the State of California, the City Council of the City of Yreka, California, does resolve, declare, determine, and order as follows:

SECTION 1. That the foregoing recitals are true and correct.

SECTION 2. That it is hereby found and determined to be the opinion of the City Council that a portion of the easements dedicated to the City of Yreka by Map recorded in PMB 12, page 8, and accepted by the City of Yreka by Resolution No.1785, which is located in the City of Yreka, County of Siskiyou, State of California, fully meets the requirements of Section 8333 of the Streets and Highways Code in that the easement is superseded by relocation and is now unnecessary for present or prospective public use because of the provisions of the March 17, 2011 Agreement to Construct New Sewer Line and Dedicate Easement For Public Sewer Service between WalMart Real Estate Business Trust and the City of Yreka.

SECTION 3. The City Manager or designee is hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be necessary or appropriate.

SECTION 4. That the City Clerk of the City of Yreka is instructed to record a certified copy of the original resolution in the office of the Recorder of the County of Siskiyou, at which time that portion of the Walmart Sewer and Water Easement being vacated will no longer be part of a public service easement.

SECTION 5. This Resolution shall take effect immediately upon its passage.

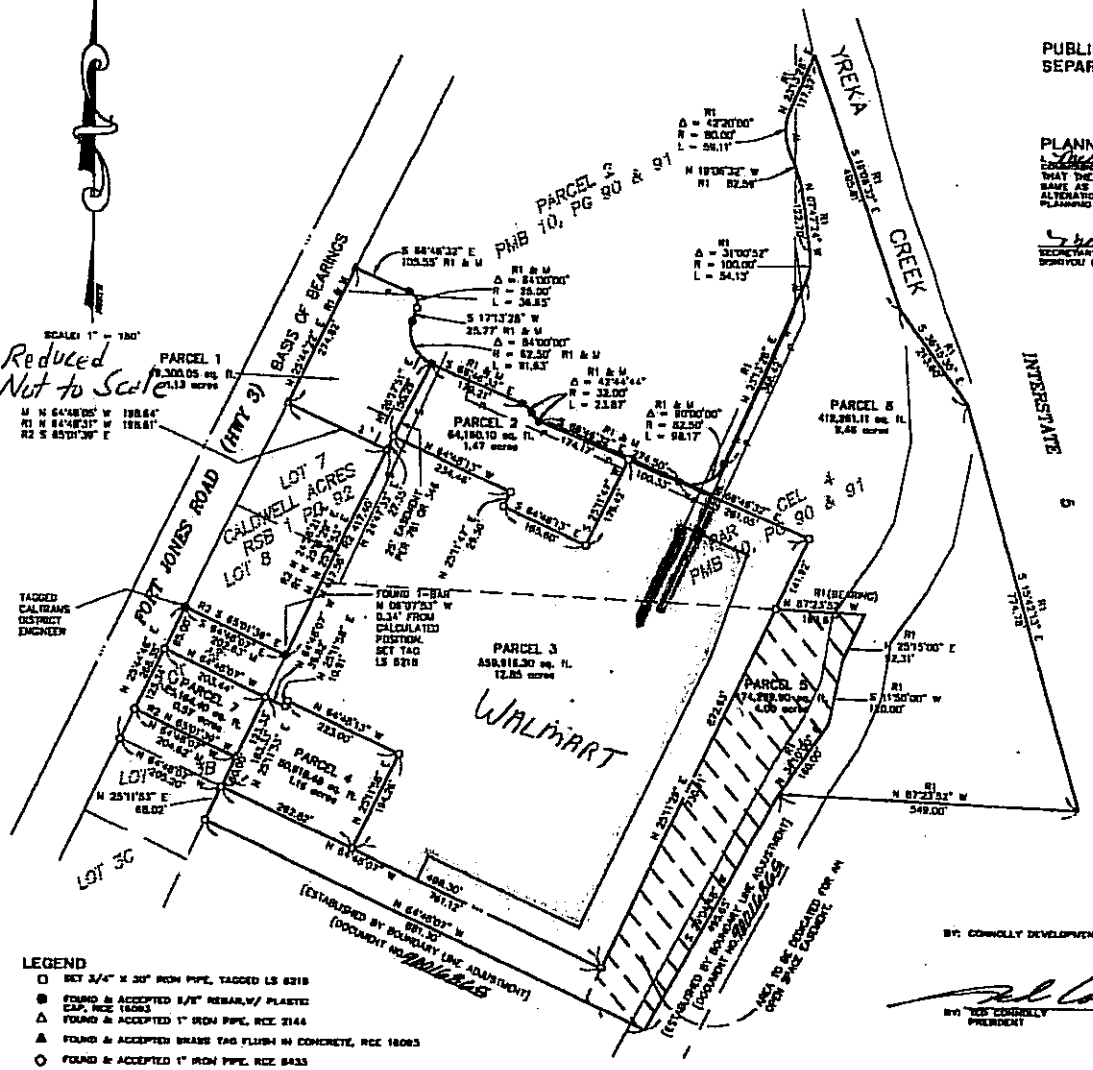
Passed and adopted this ____ day of _____ , 20___, by the following vote:

AYES:
NAYS:
ABSENT:

_____
David Simmen,
Mayor of the City of Yreka

Attest:_____
Liz Casson, City Clerk

S:\Steve's\Development - Parcel Maps and Pub Imprvments\Walmart Sewer Relocation\RESOLUTION NO. draft Walmart easement vacation.12-2012.docx



LEGEND

- ○ SET 3/4" X 30" IRON PIPE, TAGGED LS 6218
- ● FOUND & ACCEPTED 5/8" REBAR, W/ PLASTIC CAP, RCE 16083
- △ FOUND & ACCEPTED 1" IRON PIPE, RCE 2144
- ▲ FOUND & ACCEPTED BRASS TAG FLUSH IN CONCRETE, RCE 16083
- ◇ FOUND & ACCEPTED 1" IRON PIPE, RCE 8433
- ◆ FOUND & ACCEPTED T-BAR AS NOTED
- ◻ FOUND & ACCEPTED 1" IRON PIPE, SET TAG LS 6218
- —— CENTER LINE OF 20' POWER EASEMENT PER 84012805
- —— CENTER LINE OF 10' WATER EASEMENT PER 85003507
- —— CENTER LINE OF 10' SEWER EASEMENT PER 85003507
- R1 RECORD DATA PER PMB 10 PAGE 90 & 91
- R2 RECORD DATA PER RSB 1 PAGE 92
- M MEASURED DATA

BASIS OF BEARINGS

THE MOST NORTH-WESTERLY LINE OF PARCEL 4 OF A PARCEL MAP RECORDED IN BK. 10 OF PARCEL MAPS AT PAGE 90 AND 91, SCR. SAID LINE IS TAKEN TO BE NORTH 25°44'22" EAST.

NOTE: BEARINGS & DISTANCES ARE GRID BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 1 AS ESTABLISHED BY CAL-TRANS. MULTIPLY GRID DISTANCES BY 1.0001277 TO OBTAIN GROUND LEVEL DISTANCES.

PUBLIC UTILITY STATEMENT BY SEPARATE DOCUMENT NO. 90016869

PLANNING COMMISSION STATEMENT

I, Sheila Fike, SECRETARY OF THE CITY OF YREKA PLANNING COMMISSION, HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP THAT THE SUBDIVISION AS SHOWN HEREON, IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF AS APPROVED BY THE CITY OF YREKA PLANNING COMMISSION ON October 17, 1990.

Sheila Fike
SECRETARY, CITY OF YREKA PLANNING COMMISSION
SISKIYOU COUNTY, CALIFORNIA

NOTES:

A.) THE FOLLOWING AFFECTS PARCEL 6:

1.) THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE ANY RIGHT OF ACCESS TO THE STATE FREEWAY, THE RIGHT OF ACCESS HAVING BEEN RELINQUISHED TO THE STATE OF CALIFORNIA IN THE INSTRUMENT
RECORDED: MARCH 23, 1953, BOOK 318,
PAGE 537, OFFICIAL RECORDS.

2.) THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE ANY RIGHT OF ACCESS TO THE STATE FREEWAY, THE RIGHT OF ACCESS HAVING BEEN RELINQUISHED TO THE STATE OF CALIFORNIA IN THE INSTRUMENT
RECORDED: MARCH 23, 1955, BOOK 350,
PAGE 293, OFFICIAL RECORDS.

3.) THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE ANY RIGHT OF ACCESS TO THE STATE FREEWAY, THE RIGHT OF ACCESS HAVING BEEN RELINQUISHED TO THE STATE OF CALIFORNIA IN THE INSTRUMENT
RECORDED: JULY 11, 1962, BOOK 477,
PAGE 686, OFFICIAL RECORDS.

4.) THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE ANY RIGHT OF ACCESS TO THE STATE FREEWAY, THE RIGHT OF ACCESS HAVING BEEN RELINQUISHED TO THE STATE OF CALIFORNIA IN THE INSTRUMENT
RECORDED: MAY 23, 1967, BOOK 543,
PAGE 753, OFFICIAL RECORDS.

5.) THE FACT THAT THE OWNERSHIP OF SAID LAND DOES NOT INCLUDE ANY RIGHTS OF INGRESS OR EGRESS TO OR FROM THE HIGHWAY CONTIGUOUS THERETO, SAID RIGHTS HAVING BEEN CONDEMNED BY FINAL DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH WAS
RECORDED: FEBRUARY 17, 1968, BOOK 571,
PAGE 618, OFFICIAL RECORDS.
CASE NO.: 22814

6.) TERMS, PROVISIONS AND CONDITIONS CONTAINED IN EXCHANGE AGREEMENT:
RECORDED: MARCH 30, 1979, BOOK 881,
PAGE 863, OFFICIAL RECORDS.
INSTRUMENT NO.: 18838

7.) PROPOSED IRON EASEMENT AND ROAD EASEMENTS AS DISCLOSED ON PARCEL MAP BOOK 10, PAGE 90 & 91.

B.) THIS MAP IS SUBJECT TO THE RECIPROCAL EASEMENTS AGREEMENT EXECUTED BY WAL-MART STORES, INC., WESTERN INVESTMENT REAL ESTATE TRUST, RALEY'S, & CONNOLLY DEVELOPMENT, INC. FILED CONTEMPORANEOUSLY WITH THE SISKIYOU COUNTY RECORDER.

C.) PARCELS 2, 3, 4 AND 5 ARE SUBJECT TO A DEED OF EASEMENT FOR SEWER AND WATER PURPOSES RECORDED BY SEPARATE INSTRUMENT.

PARCEL MAP

A PORTION OF SECTION 3, TOWNSHIP 44 NORTH, RANGE 7 WEST, AND OF SECTION 34, TOWNSHIP 45 NORTH, RANGE 7 WEST, MOUNT DIABLO BASELINE AND MERIDIAN IN THE COUNTY OF SISKIYOU, STATE OF CALIFORNIA.

CONSISTING OF ONE SHEET

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION (AND WAS COMPILED FROM RECORD DATA AND IS BASED UPON A FIELD SURVEY) IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CONNOLLY DEVELOPMENT ON 4 DECEMBER, 1990. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

Richard C. Shepard 17DEC90
RICHARD C. SHEPARD L.S. 6218

RICHARD C. SHEPARD
EXP. 31 MAR 1994
NO. 6218

CITY ENGINEER'S STATEMENT

I HAVE EXAMINED THIS MAP FOR SURVEY INFORMATION AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATE: 12/19/90

BY: Robert R. Bly
CITY ENGINEER

No. 16,503
EXP 6/30/93
CIVIL

CITY CERTIFICATE

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE.

DATE: 12/19/90

BY: ______
CITY CLERK

90016867

RECORDER'S STATEMENT

FILED THIS 20 DAY OF DECEMBER 1990 AT 4:15 P.M., IN BOOK 11 OF PARCEL MAPS, AT PAGE 17 AT THE REQUEST OF MCD ENGINEERS, INC.

FEE: 6.00 PAID

BY: Daniel G. Eldridge
SISKIYOU COUNTY RECORDER

OWNER'S STATEMENT

I, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

BY: YREKA C & N ASSOCIATES, A LIMITED PARTNERSHIP

Ted Connolly
TED CONNOLLY, PRES.
GENERAL PARTNER
CONNOLLY DEVELOPMENT, INC.

ACKNOWLEDGEMENT BY SEPARATE INSTRUMENT DOC. NO. 90016868

STATE OF California, COUNTY OF Sacramento, ON THIS ___ DAY OF ______, 1990, BEFORE ME, Bonnie R. Colgren NOTARY PUBLIC, IN AND FOR SAID STATE, PERSONALLY APPEARED TED CONNOLLY KNOWN TO ME TO BE THE GENERAL PARTNER OF THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

Bonnie R. Colgren
NOTARY PUBLIC
EXPIRATION DATE 7-17-92

OFFICIAL SEAL
BONNIE R. COLGREN
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Comm. Expires July 17, 1992

BY: CONNOLLY DEVELOPMENT, INC.

Ted Connolly
BY: TED CONNOLLY
PRESIDENT

STATE OF California, COUNTY OF Sacramento, ON THIS ___ DAY OF ______, 1990, BEFORE ME, Bonnie R. Colgren NOTARY PUBLIC, IN AND FOR SAID STATE, PERSONALLY APPEARED TED CONNOLLY KNOWN TO ME TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

Bonnie R. Colgren
NOTARY PUBLIC
EXPIRATION DATE 7-17-92

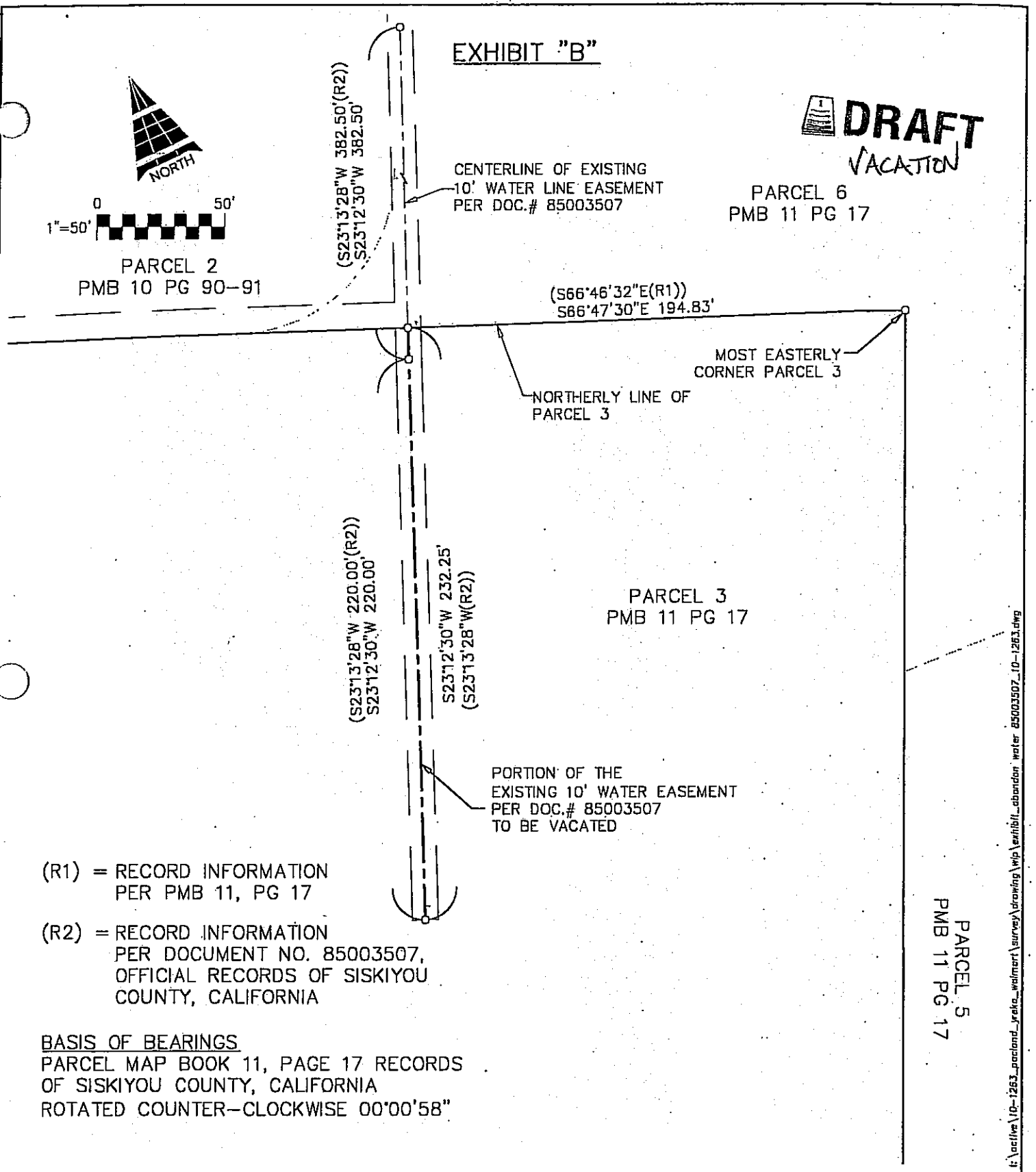
OFFICIAL SEAL
BONNIE R. COLGREN
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Comm. Expires July 17, 1992

▬ WATER EASEMENT TO BE VACATED
▬ SEWER EASEMENT TO BE VACATED
▭ SEWER EASEMENT TO BE ACCEPTED

PMB 11 PG 17

EXHIBIT "B"

DRAFT
VACATION



(R1) = RECORD INFORMATION PER PMB 11, PG 17

(R2) = RECORD INFORMATION PER DOCUMENT NO. 85003507, OFFICIAL RECORDS OF SISKIYOU COUNTY, CALIFORNIA

BASIS OF BEARINGS
PARCEL MAP BOOK 11, PAGE 17 RECORDS OF SISKIYOU COUNTY, CALIFORNIA ROTATED COUNTER-CLOCKWISE 00°00'58"

t:\active\10-1263_pacland_yreka_walmart\survey\drawing\wip\exhibit_abandon water 85003507_10-1263.dwg

Michael Dequine and Associates, Inc.
2285 Gateway Oaks Drive, Suite 140
Sacramento, Ca 95833
Phone: (916) 923-6820
Fax: (916) 923-1626

PORTION OF WATER EASEMENT PER DOC.# 85003507 TO BE VACATED
ACROSS PARCEL 3, P.M.B. 11 PG 17
CITY OF YREKA, SISKIYOU COUNTY, CALIFORNIA

Checked by: KS	Drawn By: RK	Job# 10-1263
Scale: 1"=50'	Date: 2/14/2011	Sheet 1 of 1

DRAFT
VACATION

Exhibit "A"
Water Line Easement Abandonment

All that portion of that certain Water Line Easement as described in that certain Grant Deed to The City of Yreka recorded as Document No. 85003507, Official Records of Siskiyou County, California described as follows:

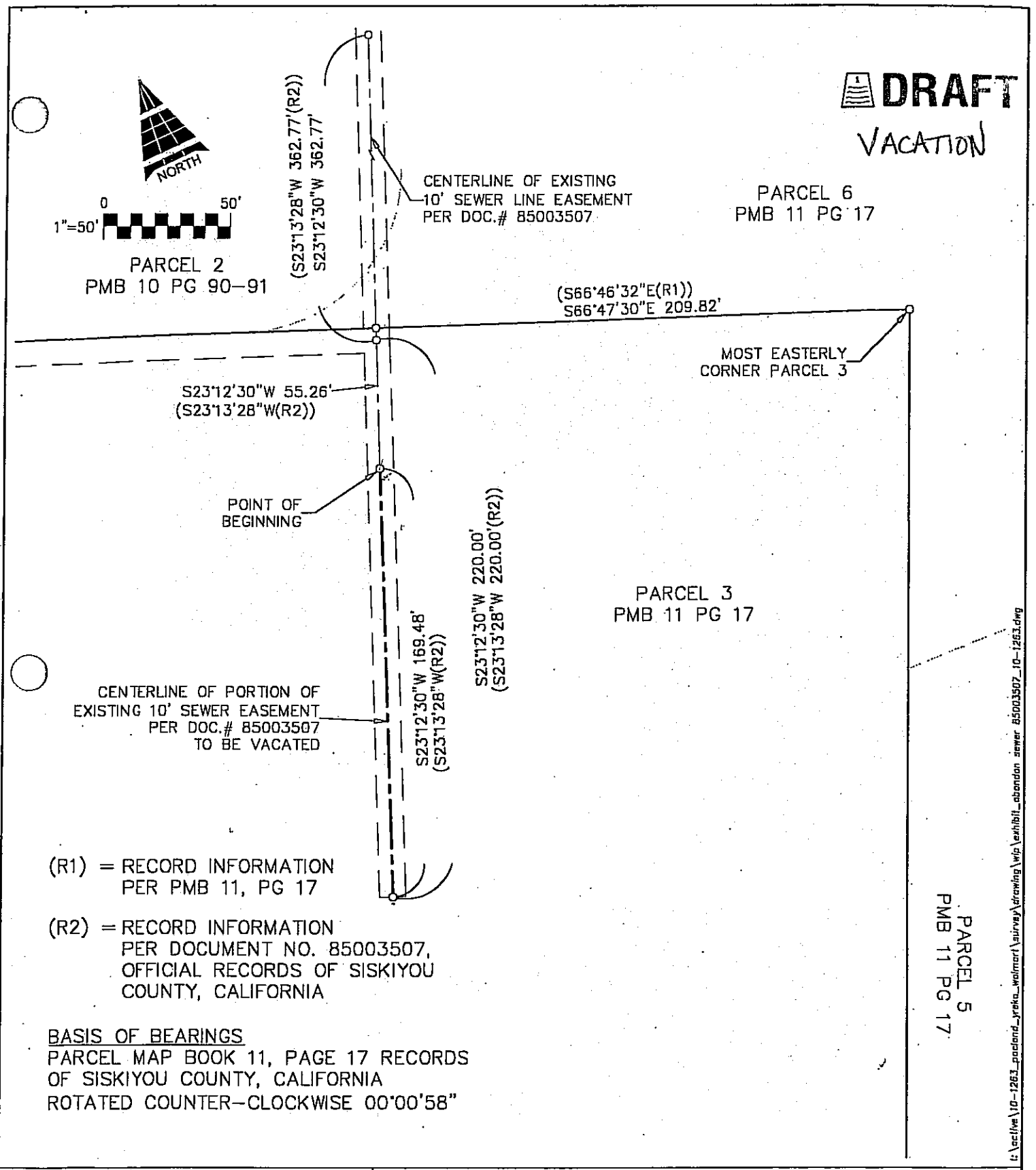
All that portion of said Water Line Easement lying Southerly of the Northerly line of Parcel 3 as said Parcel 3 is shown on that certain Parcel Map filed in Book 11 of Parcel Maps at Page 17, records of Siskiyou County California; said Northerly line of said Parcel 3 being identified on said Parcel Map as having a course of "North 66°46'32" West 361.38 feet".

End of Description

Konrad M. Stinchfield, L.S. 7873
License expires: 12/31/2012

Date

Michael Dequine & Associates, Inc.
2295 Gateway Oaks Drive, Suite 140
Sacramento, CA 95833



Michael Dequine and Associates, Inc.
2285 Gateway Oaks Drive, Suite 140
Sacramento, Ca 95833
Phone: (916) 923-5820
Fax: (916) 923-1626

PORTION OF SEWER EASEMENT PER DOC.# 85003507 TO BE VACATED

ACROSS PARCEL 3, P.M.B. 11 PG 17

CITY OF YREKA, SISKIYOU COUNTY, CALIFORNIA

Checked by: KS	Drawn By: RK	Job# 10–1263
Scale: 1"=50'	Date: 2/14/2011	Sheet 1 of 1

DRAFT

VACATION

Exhibit "A"
Sewer Line Easement Abandonment

All that portion of that certain Sewer Line Easement as said Sewer Line Easement is described in that certain Grant Deed to The City of Yreka recorded as Document No. 85003507, Official Records of Siskiyou County, California described as follows:

Commencing at a point located at the intersection of the centerline of said Sewer Line Easement said point being located on the course described in said Grant Deed as "South 23°13'28" West 362.77 feet" with the Northerly boundary line of Parcel 3 as said Parcel 3 is shown on that certain Parcel Map filed in Book 11 of Parcel Maps at Page 17, records of Siskiyou County California from which the most Easterly corner of said Parcel 3 bears along the Northerly line of said Parcel 3 South 66°47'30" East 209.82 feet more or less; thence South 23°12'30" West 55.26 feet to the Point of Beginning of the herein described portion to be abandoned;

Thence from said Point of Beginning South 23°12'30" West 169.48' more or less to the southerly terminus of that certain course described in said Grant Deed as "South 23°13'28" West 220.00 feet".

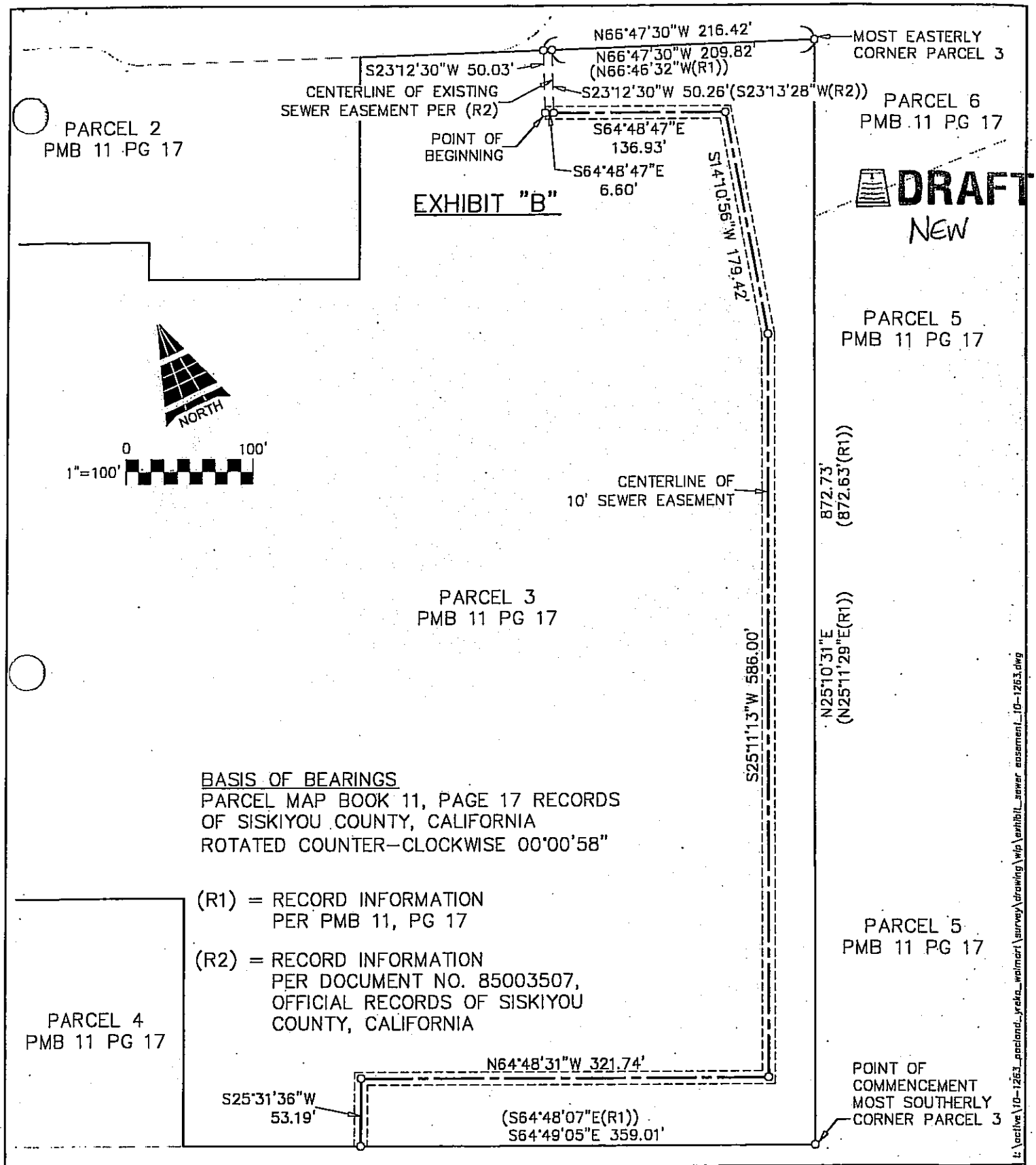
The Basis of Bearings for this legal description is that certain Parcel Map filed in Book 11 of Parcel Maps at Page 17, records of Siskiyou County, California rotated counter-clockwise 00°00'58". Distances described in this legal description are ground distances. To obtain the grid distances shown on said Parcel Map filed in Book 11 at Page 17 multiply ground distances by a combined factor of 0.999880485.

End of Description

_____ _____

Konrad M. Stinchfield, L.S. 7873 Date
License expires: 12/31/2012

Michael Dequine & Associates, Inc.
2295 Gateway Oaks Drive, Suite 140
Sacramento, CA 95833



Michael Dequine and Associates, Inc.
2295 Gateway Oaks Drive, Suite 140
Sacramento, Ca 95833
Phone: (916) 923-5820
Fax: (916) 923-1628

10' SEWER LINE EASEMENT
ACROSS PARCEL 3, P.M.B. 11, PG 17
CITY OF YREKA, SISKIYOU COUNTY, CALIFORNIA

Checked by: KS	Drawn By: RK	Job# 10-1263
Scale: 1"=100'	Date: 2/14/2011	Sheet 1 of 1

DRAFT

NEW

Exhibit "A"
10' Wide Sewer Easement

All that portion of Parcel 3 as said Parcel 3 is shown on that certain Parcel Map filed in Book 11 of Parcel Maps at Page 17 records of Siskiyou County, California, being a portion of the South One-Half of Section 34, Township 45 North, Range 7 West, Mount Diablo Meridian, and a portion of the North One-Half of Section 3, Township 44 North, Range 7 West, Mount Diablo Meridian, in the City of Yreka, Siskiyou County, California and more particularly described as follows:

A strip of land 10 feet in width lying 5 feet on each side of the following described centerline:

Commencing at the most Southerly corner of said Parcel 3; thence from said **Point of Commencement** along the Easterly line of said Parcel 3 North 25°10'31" East 872.73 feet to the most Easterly corner of said Parcel 3; thence along the Northerly line of said Parcel 3 North 66°47'30" West, 216.42 feet; thence South 23°12'30" West 50.03 feet to the **Point of Beginning** of the herein described centerline;

Thence from said **Point of Beginning**, South 64°48'47" East 6.60 feet to a point on the centerline of an existing Sewer Easement as said Sewer Easement is described in that document recorded as Document No. 85003507, Official Records of Siskiyou County California, from which the most Easterly Corner of said Parcel 3 bears the following two (2) courses, 1) along the centerline of said sewer easement North 23°12'30" East 50.26 feet to the North line of said Parcel 3, and 2) along the Northerly line of said Parcel 3 South 66°47'30" East 209.82 feet; thence continuing South 64°48'47" East 136.93 feet; thence South 14°10'56" West 179.42 feet; thence South 25°11'13" West 586.00 feet; thence North 64°48'31" West 321.74 feet; thence South 25°31'36" West 53.19 feet more or less to a point in the Southerly boundary line of said Parcel 3 and the end of the herein described centerline, from which the said most Southerly corner of said Parcel 3 bears along the Southerly boundary line of said Parcel 3 South 64°49'05" East 359.01 feet more or less to the most Southerly corner of said Parcel 3 and the **Point of Commencement**.

The sidelines of said easement are to be shortened or extended so as to terminate on the Southerly boundary line of said Parcel 3.

Michael Dequine & Associates, Inc.
2295 Gateway Oaks Drive, Suite 140
Sacramento, CA 95833

DRAFT
NEW

The Basis of Bearings for this legal description is that certain Parcel Map filed in Book 11 of Parcel Maps at Page 17, records of Siskiyou County, California rotated counter-clockwise 00°00'58". Distances described in this legal description are ground distances. To obtain the grid distances shown on said Parcel Map filed in Book 11 at Page 17 multiply ground distances by a combined factor of 0.999880485.

End of Description

_____ _____

Konrad M. Stinchfield, L.S. 7873 Date
License expires: 12/31/2012

Michael Dequine & Associates, Inc.
2295 Gateway Oaks Drive, Suite 140
Sacramento, CA 95833

CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council

Prepared by: Steve Neill, Director of Public Works SN

Agenda title: Adopt Resolution No. 3007 approving the Initial Study/Mitigated Negative Declaration for the Yreka Creek Trail Development Project.

Meeting date: January 17, 2013

Discussion:
The Initial Study/ Mitigated Negative Declaration (IS/MND) for this project was released for public comment on December 12, 2012. The public comment period closed on January 11, 2013. The IS/MND is attached for your review and has been available to the public at City Hall. The Mitigated Monitoring Reporting Program summarizing the mitigations associated with this Project is also attached.

The Department of Public Works requests that the City Council solicit public comments before adopting Resolution No. 3007. The comments received to date and any Responses to Comments will be provided to you at the meeting. If further comments are received during the public comment portion of the meeting, this item should be continued to allow sufficient time to provide an adequate response.

This IS/MND covers a 16 acre work site north of Oberlin Road that extends under Interstate 5 and northerly to the property containing the Klamath National Forest Service Center. The proposed work includes:

- Approximately 4,000 LF of new primary (paved) and secondary (gravel) trails. All trails will be ADA compliant and will provide access for emergency and maintenance vehicles.
- Several new crossings over Yreka Creek and the adjacent overflow channels. One primary bridge will be above the 100-year flood elevation, and the others will be culverts or will be anchored to safely float-aside in high water conditions.
- Recreational amenities such as a small surfaced parking lot, picnic tables, trash receptacles, a drinking fountain, and interpretive signage.
- Excavation and restoration of approximately 1 acre of floodplain.

Project benefits for the City include:

- Implements goals of the Yreka Creek Greenway Master Plan (August 2005).
- Increases tourism potential that could lead to economic growth for the community.
- Improves water quality in Yreka Creek by filtering potentially polluted runoff entering the Creek and reducing erosion and potential flooding which could help the City comply with EPA National Pollution Discharge Elimination System (NPDES) and Total Maximum Daily Load (TMDL) goals for the Shasta and Klamath Rivers.
- Restores floodplain functioning by widening the area for Creek flows and enhances wildlife habitat with native riparian vegetation.

Fiscal Impact: The fiscal impact is $0. Filing the Notice of Determination requires the payment of Department of Fish and Game Fees in the amount of $2101.50. This cost will be reimbursed by the grant.

Recommendation and Requested Action: That the Council: Adopt Resolution No. 3007 approving the Initial Study/Mitigated Negative Declaration for the Yreka Creek Trail Development Project.

Attachments

Approved by: _____
Steven Baker, City Manager

RESOLUTION NO. 3007

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA APPROVING THE INITIAL STUDY/MITIGATED NEGATIVE DECLATION FOR THE YREKA CREEK TRAIL DEVELOPMENT PROJECT

WHEREAS, the City of Yreka is proposing to approve the Initial Study/Mitigated Negative Declaration for the Yreka Creek Trail Development Project, and

WHEREAS, a Notice of Availability for a Draft Initial Study/Mitigated Negative Declaration (State Clearinghouse Reference Number # 2012122023) and public notice to accept comments on the Mitigated Negative Declaration for the Yreka Creek Trail Development Project was filed with the State Clearinghouse, and mailed or delivered to public agencies, on December 12, 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 filed with the Siskiyou County Clerk on December 12, 2012; and

WHEREAS, a public meeting was held by the City of Yreka City Council on January 17, 2013 to provide the public and public agencies an opportunity to identify significant environmental issues, reasonable alternatives and mitigation measures that should be addressed; and

WHEREAS, the public comment period began December 12, 2012 and ended on January 11, 2013; and

WHEREAS, a Final Initial Study/Mitigated Negative Declaration dated December 2012, together with Responses to Comments and Errata, has been prepared pursuant to California Environmental Quality Act (Public Resources Code Section 21000 et seq.) 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 that 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 independently reviewed and analyzed the Initial Study/Mitigated Negative Declaration and finds that it is complete and prepared in compliance with the California Environmental Quality Act and regulations adopted pursuant thereto and further that the Initial Study/Mitigated Negative Declaration reflects the independent judgment of the City.

Section 4. 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 5. 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 6. 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 7. 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 8. This resolution shall take effect immediately upon its passage.

Passed and adopted this 17th day of January, 2013, by the following vote:

AYES:
NAYS:
ABSENT:

_____
David Simmen,
Mayor of the City of Yreka

Attest:_____
Liz Casson, City Clerk

THE UNDERSIGNED CERTIFIES THAT THIS A TRUE AND CORRECT COPY OF RESOLUTION NO. 3007 AS ADOPTED BY THE CITY COUNCIL AT ITS MEETING HELD JANUARY 17, 2013.

_____
Liz Casson, City Clerk

COMMENT #1
No Response Required

STATE OF CALIFORNIA—— BUSINESS, TRANSPORTATION AND HOUSING AGENCY Edmund G. Brown Jr, Governor

DEPARTMENT OF TRANSPORTATION
OFFICE OF COMMUNITY PLANNING
1657 RIVERSIDE DRIVE
REDDING, CA 96001-0536
PHONE (530) 229-0517
FAX (530) 225-3020
TTY 711

Flex your power!
Be energy efficient!

RECEIVED
DEC 20 2012
CITY OF YREKA

December 18, 2012

IGR/CEQA Review
Sis-5-46.8
Yreka Creek Trail
Mitigated Negative Declaration
SCH # 2012122023

Ms. Jeannette Hook
City of Yreka
701 Fourth Street
Yreka, CA 96097

Dear Ms. Hook:

Thank you for the opportunity to review the Mitigated Negative Declaration submitted on behalf of the City of Yreka for the Yreka Creek Trail project. The project is located along Yreka Creek extending under Interstate 5.

The environmental document adequately addresses our concerns since it includes obtaining a Caltrans encroachment permit for all work to be performed in the State highway right of way and that all creek crossing features will be anchored to prevent breaking free and blocking downstream structures.

If you have any questions, or if the scope of this project changes, please call me at 225-3369.

Sincerely,

MARCELINO GONZALEZ
Local Development Review
District 2

CITY OF YREKA

DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

TO: City Council

FROM: Steve Neill, Director of Public Works SN

SUBJECT: Agenda Attachments for January 17, 2013

DATE: January 7, 2013

The following information is attached for your review:

1. Project Description –included in Notice of Intent/Notice of Availability
2. Maps –
    a. Preliminary Site Plan Oberlin Young North 12-7-12
    b. Preliminary Site Plan Oberlin Young South 12-7-12
3. Disc - Oberlin Road Yreka Creek Trails Draft IS/MND Final
4. Mitigation Monitoring and Reporting Program

Please let Jeannette Hook or me know if you have any questions or need further information.

Cc: Planning Commission

NOTICE OF INTENT / NOTICE OF AVAILABILITY

TO ADOPT THE MITIGATED NEGATIVE DECLARATION FOR THE YREKA CREEK TRAIL DEVELOPMENT PROJECT

December 12, 2012

LEAD AGENCY: **City of Yreka**
701 Fourth Street
Yreka, CA 96097

PROJECT TITLE: Yreka Creek Trail Development Project

PROJECT LOCATION: 220 E. Oberlin Road —Yreka, CA
(APNa: 061-301-030, -050, -070, -080, -420, and -460; 061-352-020, and -190; and, 061-221-070)

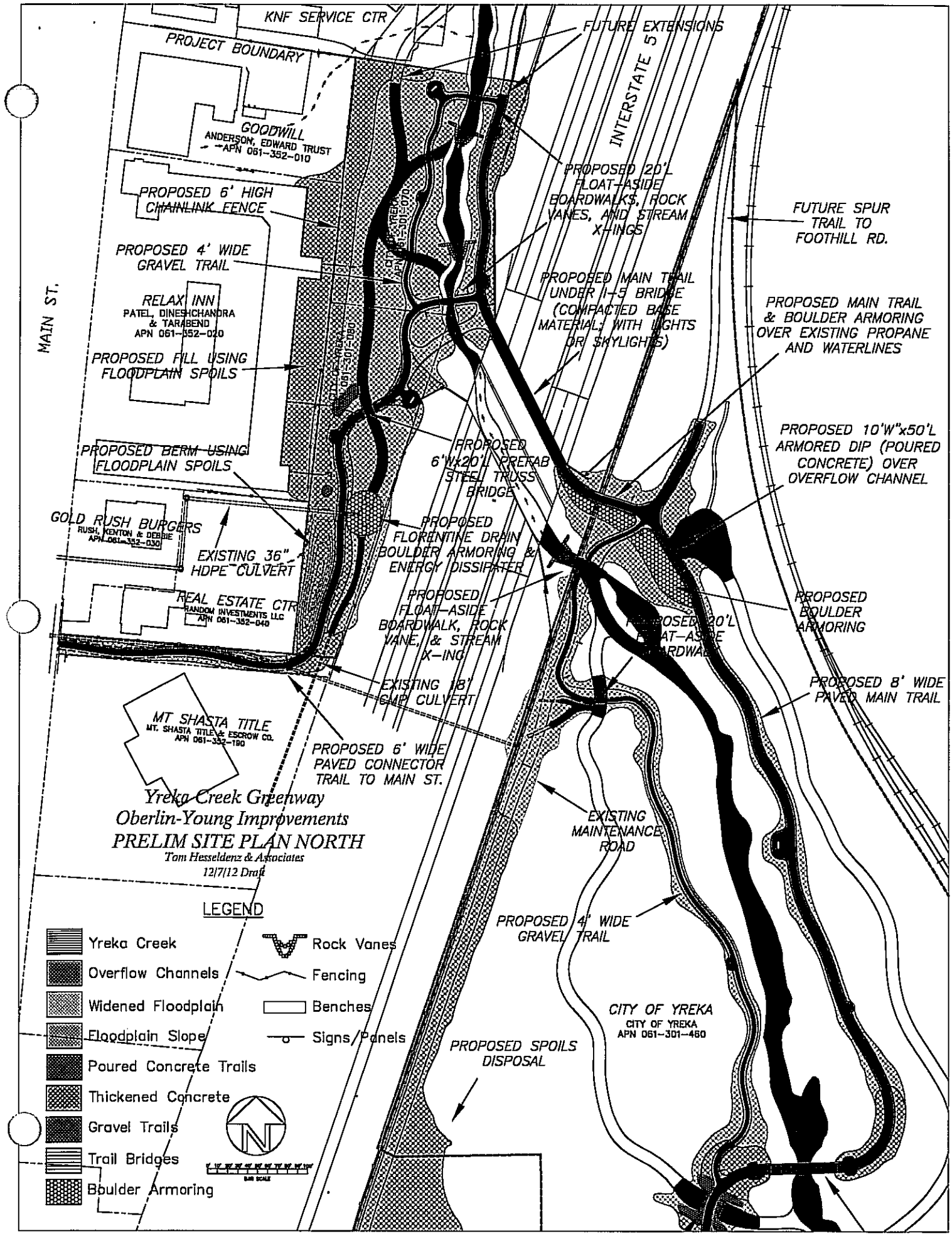
PROJECT DESCRIPTION:
The proposed project includes the development of public access trails along Yreka Creek and within the Yreka Creek Greenway, as well as the installation of recreation facilities to include both fixed and breakaway bridges, picnic tables, a trailhead parking facility, removal of floodplain constrictions, removal of noxious weeds, and planting of native riparian and upland vegetation. (In particular, the Yreka Creek Trail Development Project proposes the following improvements:

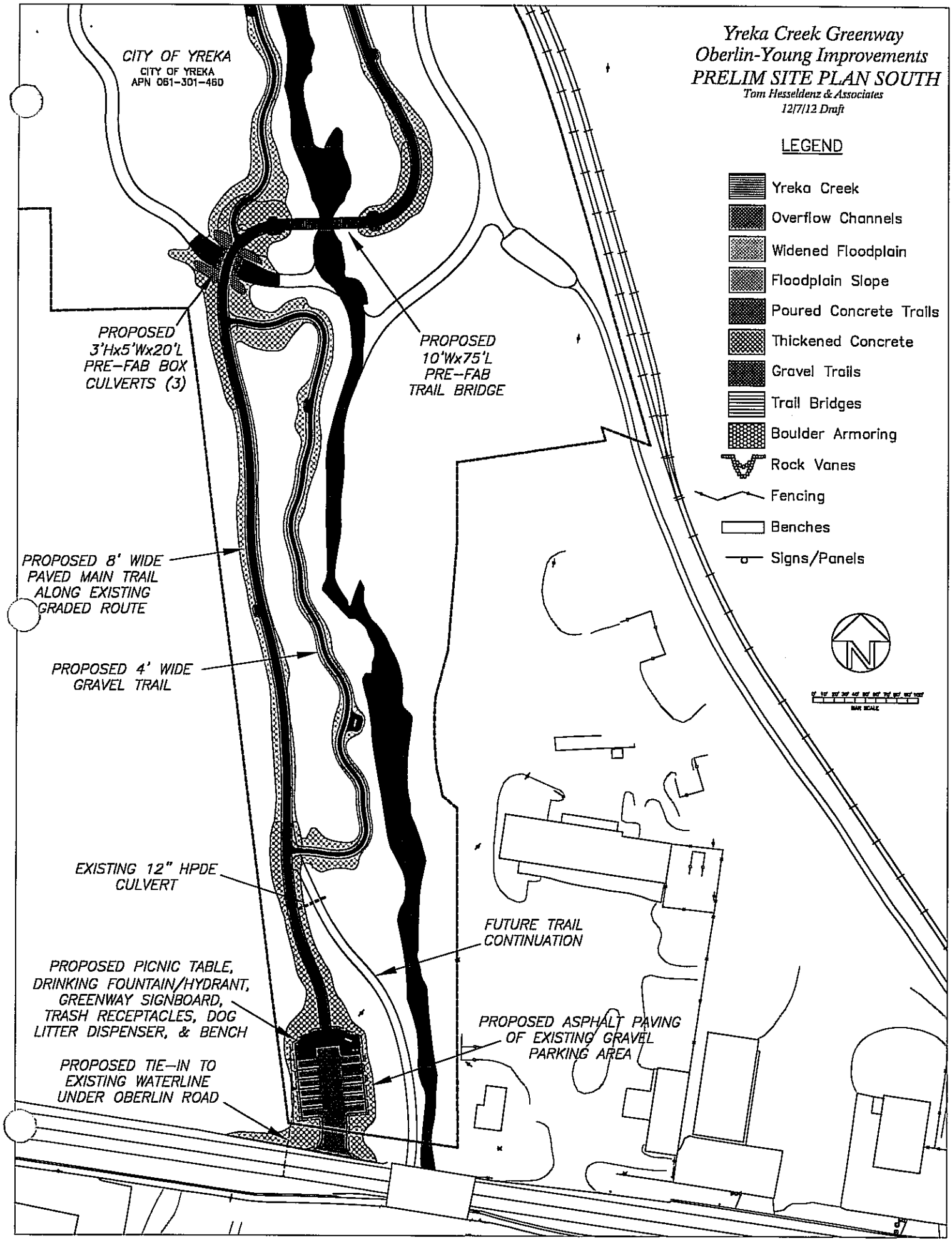
1. Construction of approximately 5,000 square feet of asphalt parking lot at the Oberlin Road trailhead;
2. Surfacing of approximately 1,500 linear feet of existing trail to make it ADA-accessible;
3. Construction of approximately 1,900 linear feet of gravel trail;
4. Installation of 2 free-span bridges having approximately 100 linear feet of total length, including abutments and armoring;
5. Installation of up to seven "float-aside" seasonal water crossings or upland channel crossings, including abutments and armoring;
6. Installation of armored dip crossings along with two temporary seasonal wet crossings for construction purposes and three in-channel "Rosgen-vein" hydrologic features;
7. Installation of armored concrete dip and armored box culverts across overflow channel.
8. Installation of concrete, handicapped-accessible picnic tables and trash receptacles;

9. Creation of an approximately 700-foot drainage swale that provides vegetative filtration of stormwater;
10. Restoration of approximately 1 acre of floodplain by re-contouring flood constrictions, planting approximately 600 native plants and trees, and implementing erosion control measures; and
11. Development and installation of a bond acknowledgement sign, a trail and site identification map/sign, a chainlink fence along west side of Young property, and trailside interpretive signs and a trailhead drinking fountain.

PUBLIC REVIEW PERIOD: A 30-day public review period for the Mitigated Negative Declaration will commence on December 12, 2012 and end on January 11, 2013 for any interested and concerned individuals and public agencies to submit written comments on the document. Any written comments on the Mitigated Negative Declaration must be received at the above address within the public review period. Copies of the Mitigated Negative Declaration are available for review at the City of Yreka Planning Department at the above address.

PUBLIC MEETING: The City of Yreka will consider the adoption of the Mitigated Negative Declaration at their January 17, 2013 meeting at 6:30 p.m. to be held at the City of Yreka Council Chambers located at 701 Fourth Street, Yreka, California 96097.


KNF SERVICE CTR
PROJECT BOUNDARY
GOODWILL
ANDERSON, EDWARD TRUST
APN 061-352-010
PROPOSED 6' HIGH CHAINLINK FENCE
PROPOSED 4' WIDE GRAVEL TRAIL
RELAX INN
PATEL, DINESHCHANDRA & TARABEND
APN 061-352-020
PROPOSED FILL USING FLOODPLAIN SPOILS
MAIN ST.
PROPOSED BERM USING FLOODPLAIN SPOILS
GOLD RUSH BURGERS
RUSH, KENTON & DEBBIE
APN 061-352-030
EXISTING 36" HDPE CULVERT
REAL ESTATE CTR
RANDOM INVESTMENTS LLC
APN 061-352-040
MT SHASTA TITLE
MT. SHASTA TITLE & ESCROW CO.
APN 061-352-190
FUTURE EXTENSIONS
INTERSTATE 5
PROPOSED 20'L FLOAT-ASIDE BOARDWALKS, ROCK VANES, AND STREAM X-INGS
PROPOSED MAIN TRAIL UNDER I-5 BRIDGE (COMPACTED BASE MATERIAL; WITH LIGHTS OR SKYLIGHTS)
FUTURE SPUR TRAIL TO FOOTHILL RD.
PROPOSED MAIN TRAIL & BOULDER ARMORING OVER EXISTING PROPANE AND WATERLINES
PROPOSED 10'W"x50'L ARMORED DIP (POURED CONCRETE) OVER OVERFLOW CHANNEL
PROPOSED 6'Wx20'L PREFAB STEEL TRUSS BRIDGE
PROPOSED FLORENTINE DRAIN BOULDER ARMORING & ENERGY DISSIPATER
PROPOSED FLOAT-ASIDE BOARDWALK, ROCK VANE, & STREAM X-ING
PROPOSED BOULDER ARMORING
EXISTING 18' CMP CULVERT
PROPOSED 8' WIDE PAVED MAIN TRAIL
PROPOSED 6' WIDE PAVED CONNECTOR TRAIL TO MAIN ST.
Yreka Creek Greenway
Oberlin-Young Improvements
PRELIM SITE PLAN NORTH
Tom Hesseldenz & Associates
12/7/12 Draft
EXISTING MAINTENANCE ROAD
PROPOSED 4' WIDE GRAVEL TRAIL
CITY OF YREKA
CITY OF YREKA
APN 061-301-460
PROPOSED SPOILS DISPOSAL
LEGEND
Yreka Creek
Overflow Channels
Widened Floodplain
Floodplain Slope
Poured Concrete Trails
Thickened Concrete
Gravel Trails
Trail Bridges
Boulder Armoring
Rock Vanes
Fencing
Benches
Signs/Panels
N


Yreka Creek Greenway
Oberlin-Young Improvements
PRELIM SITE PLAN SOUTH
Tom Hesseldenz & Associates
12/7/12 Draft
LEGEND
Yreka Creek
Overflow Channels
Widened Floodplain
Floodplain Slope
Poured Concrete Trails
Thickened Concrete
Gravel Trails
Trail Bridges
Boulder Armoring
Rock Vanes
Fencing
Benches
Signs/Panels
CITY OF YREKA
CITY OF YREKA
APN 061-301-460
PROPOSED 3'Hx5'Wx20'L PRE-FAB BOX CULVERTS (3)
PROPOSED 10'Wx75'L PRE-FAB TRAIL BRIDGE
PROPOSED 8' WIDE PAVED MAIN TRAIL ALONG EXISTING GRADED ROUTE
PROPOSED 4' WIDE GRAVEL TRAIL
EXISTING 12" HPDE CULVERT
FUTURE TRAIL CONTINUATION
PROPOSED PICNIC TABLE, DRINKING FOUNTAIN/HYDRANT, GREENWAY SIGNBOARD, TRASH RECEPTACLES, DOG LITTER DISPENSER, & BENCH
PROPOSED ASPHALT PAVING OF EXISTING GRAVEL PARKING AREA
PROPOSED TIE-IN TO EXISTING WATERLINE UNDER OBERLIN ROAD

MITIGATION MONITORING AND REPORTING PROGRAM FOR THE CITY OF YREKA YREKA CREEK TRAIL DEVELOPMENT PROJECT

January 2013

Prepared for:

CITY OF YREKA
701 FOURTH STREET
YREKA, CA 96097

PMC®

MITIGATION MONITORING PROGRAM CONTENTS

This document is the Mitigation Monitoring Reporting Program (MMRP) for the Yreka Creek Trail development Project. The MMRP includes a brief discussion of the legal basis for and the purpose of the program, discussion and direction regarding complaints about noncompliance, a key to understanding the monitoring matrix, and the monitoring matrix itself.

LEGAL BASIS OF AND PURPOSE FOR THE MITIGATION MONITORING PROGRAM

California Public Resources Code Section 21081.6 requires public agencies to adopt mitigation monitoring or reporting programs whenever certifying an environmental impact report (EIR) or a mitigated negative declaration. This requirement facilitates implementation of all mitigation measures adopted through the California Environmental Quality Act (CEQA) process.

The MMRP contained herein is intended to satisfy the requirements of CEQA as they relate to the Initial Study/Mitigated Negative Declaration for the Yreka Creek Trail Development Project. It is to be used by the City of Yreka staff, participating agencies, project contractors, and mitigation monitoring personnel during implementation of the project.

The Initial Study/Mitigated Negative Declaration for the Yreka Creek Trail Development Project presents a detailed set of mitigation measures that will be implemented throughout the lifetime of the project. Mitigation measures, as defined by CEQA Guidelines Section 15370, are measures that do any of the following:

- Avoid impacts altogether by not taking a certain action or parts of an action.
- Minimize impacts by limiting the degree or magnitude of the action and its implementation.
- Rectify impacts by repairing, rehabilitating or restoring the impacted environment.
- Reduce or eliminate impacts over time by preservation and maintenance operations during the life of the project.
- Compensate for impacts by replacing or providing substitute resources or environments.

The intent of the MMRP is to ensure the effective implementation and enforcement of adopted mitigation measures and permit conditions. The MMRP will provide for monitoring of construction activities as necessary, on-site identification and resolution of environmental problems, and proper reporting to agency staff.

The timing elements of mitigation measures and definition of the development process have been provided in detail throughout this MMRP to assist existing and future City staff by providing the most usable monitoring document possible.

RESPONSIBILITIES AND AUTHORITY

The City of Yreka will have primary responsibility for the operation and implementation of the MMRP. The City will be responsible for the following activities:

- Coordination of monitoring activities.
- Direction of the preparation and filing of compliance reports.

- Maintenance of records concerning the status of all mitigation measures.

The City will also have the responsibility of implementing the mitigation measures for which it has been identified as the primary enforcement and monitoring agent. Other agencies or persons which have been identified as enforcement and monitoring agents for specific mitigation measures will be responsible for implementing these measures.

MONITORING PERSONNEL

The City of Yreka bears responsibility for ensuring that the mitigation measures in this document are implemented. The City reserves the right to hire technical experts and professionals to help in evaluating compliance. These may include but are not limited to biologists, archaeologists and planning professionals. Some of the measures will be assigned to the contractor as part of the scope of work.

MONITORING MATRIX

The tables on the back pages of the MMRP identify the mitigation measures proposed for the Yreka Creek Trail Development Project. These mitigation measures are reproduced from the Initial Study/Mitigated Negative Declaration prepared for the project. The tables have the following columns:

- **Mitigation Measure:** Lists the mitigation measures identified within the Initial Study/Mitigated Negative Declaration for the Yreka Creek Trail Development Project for specific impacts, along with the number for each measure as enumerated in the Initial Study/Mitigated Negative Declaration.
- **Timing:** Identifies at what point in time, review process or phase the mitigation measure will be completed.
- **Agency/Department Consultation:** References the person or agency with which coordination is required to satisfy the identified mitigation measure.
- **Verification:** Spaces to be initialed and dated by the individual designated to verify adherence to a specific mitigation measure.

NONCOMPLIANCE COMPLAINTS

Any person or agency may file a complaint asserting noncompliance with the mitigation measures associated with the project. The complaint shall be directed to the City in written form, providing specific information on the asserted violation. The City shall conduct an investigation and determine the validity of the complaint. If noncompliance with a mitigation measure has occurred, the City shall take appropriate action to remedy any violation. The complainant shall receive a written response indicating the results of the investigation or the final action corresponding to the particular noncompliance issue.

MONITORING MATRIX FOR
YREKA CREEK TRAIL DEVELOPMENT PROJECT

Mitigation Measure	Timing	Agency/Department Consultation	Verification (Date and Initials)
AIR QUALITY			
MM 4.3.1: The following dust control measures shall be incorporated into the project to reduce short-term emissions resulting from construction. Depending on weather and site conditions, measures shall include, but are not limited to, the following: 1) Regular watering shall be used to control dust generation as described below. 2) When transporting soil and other dust-generating materials by truck during construction activities, 2 feet of freeboard shall be maintained and/or materials shall be covered. 3) Paved streets adjacent to construction sites shall be washed or wet-swept daily as necessary to remove accumulated dust. 4) During earth-moving operations, conduct watering as necessary to prevent visible emissions from extending beyond active areas. 5) Water all unpaved roads used for any vehicular traffic at least once per every two hours of active operations and restrict vehicle speed on unpaved roads to 15 miles per hour (mph), or as appropriate to	Prior to and during construction	City of Yreka; Siskiyou County Air Pollution Control District	

Mitigation Measure	Timing	Agency/Department Consultation	Verification (Date and Initials)
reduce dust. 6) Pave, maintain a wet surface or apply dust suppressants on all unpaved access roads, parking areas and staging areas. 7) Land clearing, grading, earth-moving, or excavation activities shall be suspended when winds exceed 20 miles per hour. 8) Cover inactive storage piles of topsoil or landscape materials. 9) Post a publicly visible sign with the number and person to contact regarding dust complaints. This person shall have the authority and responsibility to respond and take corrective action within 24 hours. 10) No temporary asphalt or concrete batch plants will be allowed to operate on site. 11) Construction staging areas should be located at a distance that would reduce odors and dust emissions from existing schools and residential areas.			
BIOLOGICAL RESOURCES			
MM 4.4.1 Worker Environmental Awareness Training. Before the start of construction activities the project proponent will retain a qualified professional to conduct mandatory contractor/worker awareness training for construction	Prior to the initiation of construction activities	City of Yreka Public Works Department	

	Mitigation Measure	Timing	Agency/Department Consultation	Verification (Date and Initials)
	personnel. The awareness training will be provided to all construction personnel to brief them on the identified locations of sensitive biological resources, including how to identify species (visual and auditory) most likely to be present, the need to avoid impacts to biological resources (e.g., special-status wildlife and jurisdictional waters), and to brief them on the penalties for not complying with biological mitigation requirements. If new construction personnel are added to the project, the contractor will ensure that they receive the mandatory training before starting work.			
MM 4.4.2	**Coho Salmon Avoidance.** NMFS shall be notified of the work timetable, including start dates and expected completion dates for the project at least one week in advance of the start of restoration work within and adjacent to Yreka Creek. NMFS representatives may show up to inspect the work site and to assist with avoidance measures, if deemed necessary. • To the greatest extent feasible, work within the creek will be conducted during the summer and fall "dry season" when water flow is at its lowest. The restoration associated with Yreka Creek will be scheduled during the time of historic low flows and 7-day clear weather forecast to avoid wet weather that may increase the likelihood of runoff into the creek. • In the event that work is conducted during periods when coho salmon are known to be and/or determined to be present in the creek, a fish survey	Prior to the initiation of construction activities	City of Yreka Public Works Department	

Mitigation Measure	Timing	Agency/Department Consultation	Verification (Date and Initials)
shall be conducted by a qualified professional prior to the start of any in-stream construction activity. The survey shall include the project area, and 100 feet upstream and downstream of the project area boundaries. If coho salmon are found in or near the project, NMFS shall be contacted immediately before proceeding with any work. The NMFS representative shall provide guidance with appropriate removal or avoidance measures (i.e. "herding" of fish) to provide for the continuation of construction. • If coho salmon are stuck in pools in or near the project and need to be physically relocated, all work in the creek shall cease and NMFS shall be contacted immediately to determine how to appropriately remove the fish. Capturing and physically relocating fish by hand is considered an adverse effect and is prohibited without an incidental take permit authorized in a formal Biological Opinion (BO) from NMFS. • If work is conducted in flowing or standing water, prior to the start of construction the water flow through the creek shall be analyzed to determine whether a water diversion would be necessary. If a water diversion is necessary to prevent working in flowing or standing water, a water diversion plan shall be created in consultation with NMFS. Restoration of a channel made for water diversion would either be allowed to occur naturally or as recommended by regulatory			

Mitigation Measure	Timing	Agency/Department Consultation	Verification (Date and Initials)
agencies. • If a water diversion is not necessary, but there is flowing or standing water within the creek, block nets shall be placed upstream and downstream of the work area after fish surveys are performed and fish are removed from the area if present. If blocks nets are needed, this may temporarily impede the movement and migration of coho salmon within the creek should they be present. The type and location of block netting shall be in consultation with NMFS. The block netting shall be removed when project work is completed. • If a temporary channel crossing(s) are necessary, the City and their contractor shall work closely with NMFS to design the crossing/crossings that utilize gravels appropriate to be utilized as spawning gravels and to ensure minimal impact to coho salmon. Stream gravel used for the temporary crossing over Yreka Creek shall consist of clean washed material ranging from ¼ inch to 2 inches in size, rounded, evenly graded from small to large, and thoroughly mixed. Gravel shall be completely free of dirt, silt, sand, oils, clay, debris, and organic material. Gravel must be washed at least once and have a cleanliness value of 90 or higher based on California Department of Transportation (CalTrans) Test #227. Crushed material shall not be used. Stream cobble and gravel used for channel and swale armoring shall consist of material ranging from ¼ inch to 6 inches in size, rounded, evenly graded from			

	Mitigation Measure	Timing	Agency/Department Consultation	Verification (Date and Initials)
	small to large, and thoroughly mixed. • Since downstream sedimentation and turbidity is harmful to aquatic life, a Storm Water Pollution Protection Plan (SWPPP) shall be created and implemented to ensure the proper installation and maintenance of sediment control measures. Implementation of the SWPPP shall be phased for the suitable timing for dry-weather protection measures and rainy season protective measures. • These minimization and avoidance measures are typically required by NMFS and the Army Corps of Engineers for bank stabilization and channel work, and they are non-discretionary. Capturing and physically relocating fish by hand is an adverse effect and is prohibited without an incidental take permit authorized in a formal BO.			
MM 4.4.3	**Preconstruction Survey and Avoidance of Western Pond Turtles.** A qualified professional shall conduct a preconstruction survey for western pond turtles no more than 30 days prior to construction in suitable aquatic habitats within the project boundaries. If the species is found near any proposed construction areas, impacts to individuals and their habitats shall be avoided to the greatest extent feasible. If occupied habitat can be avoided, an exclusion zone shall be established around the habitat and temporary fencing shall be installed around the buffer area with "Sensitive Habitat Area" signs	Prior to and during construction activities	City of Yreka Public Works Department	

	Mitigation Measure	Timing	Agency/Department Consultation	Verification (Date and Initials)
	posted and clearly visible on the outside of the fence. If avoidance is not possible and the species is determined to be present in work areas, the qualified professional with approval from DFG may capture turtles prior to construction activities and relocate them to nearby suitable habitat, a minimum of 300 feet up/downstream from the work area. Exclusion fencing should be installed if feasible to prevent turtles from reentering the work area. For the duration of work in these areas the qualified professional should conduct monthly follow-up visits to monitor effectiveness.			
MM 4.4.4	**Survey and Avoidance of Nesting Migratory Birds.** If clearing and/or construction activities will occur during the migratory bird nesting season (April 15 – August 15), then preconstruction surveys for nesting migratory birds shall be conducted by a qualified professional, up to 14 days before initiation of construction activities. The qualified professional shall survey the construction zone and a 250-foot radius surrounding the construction zone to determine whether the activities taking place have the potential to disturb or otherwise harm nesting birds. If active nest(s) are identified during the preconstruction survey, then a qualified professional shall monitor the nest to determine when the young have fledged. Monthly monitoring reports, documenting nest status, will be submitted to the County Public Works Department until the nest(s) is deemed inactive. The biological monitor shall have the authority to cease construction if there is any sign	Prior to the initiation of construction activities	City of Yreka Public Works Department	

	Mitigation Measure	Timing	Agency/Department Consultation	Verification (Date and Initials)
	of distress to a raptor or migratory bird. Reference to this requirement and the MBTA shall be included in the construction specifications.			
MM 4.4.5	**Survey and Avoidance of Active Raptor Nests.** If construction activities will occur during nesting season for raptors (January 15 – August 15), then all suitable raptor nesting habitat within 0.5 mile of the impacted area will be surveyed for active raptor nests before construction activity commences. If an active raptor nest is located within 0.5 mile of the construction site, a no-activity buffer will be erected around the nest while it is active to protect the nesting raptors. This buffer distance may be amended to account for nests that are not within the line-of-sight of the construction activity.	Prior to the initiation of construction activities	City of Yreka Public Works Department	
MM 4.4.6	**No Net Loss of Riparian Vegetation.** The project applicant shall ensure that the there is no net loss of riparian vegetation. Mitigation can include on-site restoration or purchase of mitigation credits at a US Army Corps of Engineers (Corps) approved or mitigation bank. Mitigation associated with regulatory permits issued through the DFG, Corps, or the Water Resources Control Board may be applied to satisfy this measure. Evidence of compliance with this mitigation measure shall be provided prior to construction and grading activities for the proposed project.	Prior to the initiation of construction activities	City of Yreka Public Works Department	

	Mitigation Measure	Timing	Agency/Department Consultation	Verification (Date and Initials)
MM 4.4.7	**Mitigate for Loss of Waters of the US.** If the Corps of Engineers identifies that the feature is jurisdictional, the project applicant shall ensure that the project will result in no net loss of waters of the US by providing mitigation through impact avoidance, impact minimization, and/or compensatory mitigation for the impact, as determined in the CWA Section 404/401 permits and/or 1602 Streambed Alteration Agreement. Compensatory mitigation may consist of (a) obtaining credits from a mitigation bank; (b) making a payment to an in-lieu fee program that will conduct wetland, stream, or other aquatic resource restoration, creation, enhancement, or preservation activities. Evidence of compliance with this mitigation measure shall be provided prior to construction and grading activities for the proposed project.	Prior to the initiation of construction activities	City of Yreka Public Works Department	
CULTURAL RESOURCES				
MM 4.5.1	If, during the course of project implementation, cultural resources (i.e., prehistoric sites, historic features, isolated artifacts, and features such as concentrations of shell or glass) are discovered, work shall be halted immediately within 50 feet of the discovery, the City of Yreka Public Works Department shall be immediately notified, and a professional archaeologist that meets the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology shall be retained to determine the significance of the discovery. The City shall consider mitigation recommendations presented by a professional archaeologist and implement a measure or measures that	During construction activities	City of Yreka Public Works Department	

	Mitigation Measure	Timing	Agency/Department Consultation	Verification (Date and Initials)
	the City deems feasible and appropriate. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures.			
MM 4.5.2	If, during the course of project implementation, paleontological resources (e.g., fossils) are discovered, work shall be halted immediately within 50 feet of the discovery, the City of Yreka Public Works Department shall be immediately notified, and a qualified paleontologist shall be retained to determine the significance of the discovery. The City shall consider the mitigation recommendations presented by a professional paleontologist and implement a measure or measures that the City deems feasible and appropriate. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures.	During construction activities	City of Yreka Public Works Department	
MM 4.5.3	If, during the course of project implementation, human remains are discovered, all work shall be halted immediately within 50 feet of the discovery, the City of Yreka Public Works Department shall be immediately notified, and the County Coroner must be notified, according to Section 5097.98 of the California Public Resources Code and Section 7050.5 of the California Health and Safety Code. If the remains are determined to be Native American, the coroner will notify the Native	During construction activities	City of Yreka Public Works Department	

Mitigation Measure	Timing	Agency/Department Consultation	Verification (Date and Initials)
American Heritage Commission, and the procedures outlined in California Code of Regulations Section 15064.5(d) and (e) shall be followed.			
NOISE			
MM 4.12.1 The contractor shall maintain and service all construction equipment as required to ensure its efficient operation. Additionally, all equipment utilized for construction of all phases of the project shall include the following noise reduction devices: • All vehicles and engines shall be equipped with the appropriate manufacturer's noise reduction device(s), including, but not limited to, a manufacturer's muffler (or equivalently rated material) that is free of rust, holes, and exhaust leaks. • All engine housing doors shall be kept closed and noise-insulating material shall be mounted on the engine housing to reduce noise, to the extent practical without interfering with the manufacturer's guidelines for engine operation or exhaust. • Portable compressors, generators, pumps, and other such devices shall be covered with noise-insulating fabric to the extent practical without interfering with the manufacturer's guidelines for engine operation or exhaust, and shall further reduce noise by operating such devices at lower engine speeds during work to the maximum extent possible.	During construction of all phases of the project	City of Yreka Public Works Department	

Mitigation Measure	Timing	Agency/Department Consultation	Verification (Date and Initials)
• Construction equipment not actively being utilized shall be turned off. • Vehicle idling on site shall be limited to 5 minutes. • Reduce volume backup alarms shall be used for all construction vehicles when practicable.			

CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council

Prepared by: Rhetta Hogan, Finance Director

Agenda title: Approve Resolution 3008 Approving and Amended Reuse Plan for all Program Income Generated by Community Development Block Grant Program Assisted Activties.

Meeting date: January 17, 2013

Discussion:

The City of Yreka participates in a Revolving Loan Account (RLA) Program through the Community Development Block Grant (CDBG). The RLA generates Program Income from the repayment of prior loans, and with CDBG approval, Program Income funds may be used for additional projects in the City without a new competitive award procedure.

The Federal Housing and Urban Development Department has updated its regulations for Program Income Reuse which requires the City to update its Program Income Reuse Plan to remain in compliance and allow continued use of these funds. The Plan is now template-driven and will be valid for a 5-year period.

Fiscal Impact:

There is no fiscal impact to approving this plan for continued access to loan repayment funds for various approved purposes. If this Plan is not approved, the City may be required to return loan repayments to the State.

Recommendation and Requested Action:

That the Council: Approve Resolution 3008 Approving and Amended Reuse Plan for all Program Income Generated by Community Development Block Grant Program Assisted Activties.

enclosures

Approved by: _____
Steven Baker, City Manager

RESOLUTION NO. 3008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA APPROVING AN AMENDED REUSE PLAN FOR ALL PROGRAM INCOME GENERATED BY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ASSISTED ACTIVITIES

WHEREAS a public hearing was held on January 17, 2013 to discuss amending the City of Yreka's Reuse Plan which contains funds generated from the State Community Development Block Grant (CDBG) Program; and

WHEREAS, The City Council hereby approves the plan described in Exhibit "A" attached hereto and made a part hereof by this reference as though set out in full; and

WHEREAS, The City Manager is hereby authorized and directed to act on the City's behalf in all matters pertaining to this matter.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yreka that it does resolve, declare, determine, and order as follows:

NOW THEREFORE, pursuant to the provisions of Part 3 of Division 9 of the Streets and Highways Code of the State of California, the City Council of the City of Yreka, California,:

SECTION 1. That the foregoing recitals are true and correct.

SECTION 2. The City Council does hereby approve and adopt the "Program Income Reuse Plan with Jurisdictional Certifications", attached hereto as Exhibit "A" and incorporated herein by reference, and all other amended Program Income Reuse Plans are hereby superseded.

SECTION 3. The City Manager or designee, and all other officials of the City, are hereby authorized and directed to execute said documents, with such changes, insertions and omissions as may be approved by the City Manager.

SECTION 4. This Resolution shall take effect immediately upon its passage.

Passed and adopted this ____ day of _____ , 20___, by the following vote:

AYES:
NAYS:
ABSENT:

_____
David Simmen,
Mayor of the City of Yreka

Attest:_____
Liz Casson, City Clerk

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)
PROGRAM INCOME (PI) REUSE PLAN
WITH
JURISDICTIONAL CERTIFICATIONS

This Agreement provides official notification of the Jurisdiction's PI Reuse Plan's (hereinafter, "PI Reuse Plan") approval under the State's administration of the Federal Community Development Block Grant Program (hereinafter, "CDBG" or "the Program") for Non-entitlement jurisdictions pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG Community Development Block Grant Program.

By completing this PI Reuse Plan and signing the end of this document, the Authorized Representative certifies the Jurisdiction has read, understands and will adhere to the Program Income (PI) Reuse Plan detailed in the first section of this document, the PI definitions and rules in the second section of this document, and Department of Housing and Community Development (the Department herein) terms and conditions in the third section of this document.

SECTION ONE: PROGRAM INCOME (PI) REUSE PLAN

JURISDICTION: City of Yreka

GOVERNING BODY ADOPTED ON: 01/17/2013

This PI Reuse plan establishes policies and procedures for the administration and utilization of PI received as a direct result of eligible activities funded under the State of California CDBG Program (Department). All revenue received from CDBG funded activities are required to be used per this adopted plan.

DISTRIBUTION OF PROGRAM INCOME

Introduction: There are six (6) methods of distribution for PI listed below. The four (4) non-Revolving Loan Account obligation methods are optional and can be used on a case-by-case basis as needed for activity funding by the Jurisdiction.

The use of one or more Revolving Loan Account (RLA) is mandatory under this adopted PI Reuse Plan.

The City of Yreka certifies that PI will only be distributed, as follows:

1. **Deposit into Revolving Loan Accounts (RLAs)**

The following RLAs are hereby established to utilize the City of Yreka PI. *If an RLA activity is not going to be utilized, zero percent (0%) is to be indicated in percentage area below.* One or more of the RLAs will be utilized annually. The allocation of receipted PI to each RLA is as follows:

A. 60% *(insert percentage, 0 to 100 percent (0%-100%))* of PI received will be deposited into the **Housing Rehabilitation – Single Family (1-4 Units)** Revolving Loan Account **(HR-RLA)**.

B. 0% *(insert percentage, 0 to 100 percent (0%-100%))* of PI received will be deposited into the **Homeownership Assistance** Revolving Loan Account **(HA-RLA)**.

C. 40% *(insert percentage, 0 to 100 percent (0%-100%))* of PI received will be deposited into the **Business Assistance** Revolving Loan Account **(BA-RLA)**.

D. 0% *(insert percentage, 0 to 100 percent (0%-100%))* of Receipted PI will be deposited into the **Microenterprise Financial Assistance** Revolving Loan Account **(ME-RLA)**.

2. **PI Waiver Activity**

The City of Yreka may utilize the Department's PI Waiver process to commit PI to eligible activities that are not considered RLAs. The City of Yreka will follow all PI Waiver procedural requirements as stated in the Program Income chapter of the Grant Management Manual (GMM). The City of Yreka will obtain prior Department approval before expending any PI funds on a Waiver project. A PI Waiver project can only be approved if the total project/program cost for the proposed activity is on hand in the Jurisdiction's PI account. The City of Yreka understands that PI Waiver activities are limited to two "active" projects and/or programs and will remain active until close out has been completed and approved by the Department.

3. **Committal to Funding Application**

The City of Yreka may choose to commit non-obligated RLA funds to one or more activities in an annual CDBG application for funding. Committed PI can only be expended when application and activities with committed PI are awarded, contracted, and have all special conditions cleared. PI committed to an application for grant funding must have the PI on hand at the time of application submittal and may not remove or add to the PI amount committed without prior Department approval.

4. **Augmenting Funding to An Awarded Activity/Project**

City of Yreka may request that the Department allow PI to be added to a funded activity/project due to a funding short fall. To obtain Department approval, the City of Yreka will submit justification to their CDBG Representative outlining in detail the need/reason for the augmentation of funding.

If the Department approves the augmentation (requires a Department contract amendment) the City of Yreka would need to complete a Citizen Participation process before the Department would begin a contract amendment process.

This option only applies to awarded activities/projects and the Department will not approve adding a new activity to an awarded contract.

5. **Fund Program Income General Administration (PI GA) Activities**

The City of Yreka may set aside up to seventeen percent (17%) of PI received from activities funded with CDBG funds for payment of eligible General Administration costs. The City of Yreka may choose to move the PI GA to eligible CDBG activities, as noted above, but once the funds are removed from the PI GA account they cannot be put back at a later date.

6. **Return to the Department**

The City of Yreka has the option to return PI back to the Department.

ADMINISTRATIVE PROCESS FOR DISTRIBUTION OF PROGRAM INCOME

Introduction: CDBG is a federal funding source and requires a Citizen Participation process as part of utilizing any of the six (6) methods of distribution for PI listed above.

Below is a general description of how to conduct proper Citizen Participation process for each of the six (6) distribution methods. See the Department's current Grant Management Manual (GMM) Chapter on Citizen Participation for specific information and sample documents.

City of Yreka certifies that:

1. The PI Reuse Plan will be formally adopted via public hearing and resolution of City of Yreka's Governing Body, executed by Authorized Representative and fully executed by the Department. After the PI Reuse Plan is executed, the Jurisdiction reserves the right to set aside up to seventeen percent (17%) of PI received for payment of eligible GA costs. RLA activities which have PI funds being deposited into them may be activated with written Departmental approval.

The PI Reuse Plan may be amended by the City of Yreka's Governing Body to change the distribution percentages in a RLA via public hearing and resolution, and receipt of the Department's written approval.

2. All PI Waiver requests will be submitted for the Department's written approval. After the Department's review of the activity for Eligibility and National Objective compliance, the PI Waiver will be formally adopted via public hearing and resolution of the City of Yreka's Governing Body, as part of the PI Waiver Special Condition Clearance process.

3. PI committed to an open CDBG Contract to augment funding for an activity *or* committed to a pending application for grant funds will be formally adopted via public hearing and approval via resolution for an annual application submittal. Department approval and PI must be on hand.

4. Once a PI Reuse Plan has been executed by the Department, it is then in effect. GA PI funds can then be expended for eligible costs. GA PI funds will not be expended once the Reuse Plan is terminated by either party *or* the Reuse Plan has reached the 5 year expiration.

5. PI will be returned to the Department after a public hearing and formal resolution is passed by the City of Yreka's Governing Body.

6. Each of the above administrative processes must be in compliance with the CDBG Citizen Participation process as specified in federal regulations at 24 CFR 570.486, Local Government Requirements.

ADMINISTRATION OF ELIGIBLE ACTIVITIES AFTER DISTRIBUTION

Introduction: Administration of all CDBG eligible activities conducted under the distribution methods must be conducted in compliance with all current State and federal regulations and policies.

The City of Yreka *will follow the Department's guidance for administering RLA activities, PI Waiver activities, or activities funded with PI committed to an open grant contract per the Department's current GMM Chapter regarding PI.*

If ineligible activities or costs are paid for with CDBG PI, those funds must be returned to the City of Yreka *PI account using local jurisdiction funds.*

1. RLA Administration

The City of Yreka certifies that the four RLAs under this PI Reuse Plan will be administered under the following criteria:

A. RLAs with a balance must be "**substantially revolving,**" which means on an annual basis at least 60 percent (60%) of the funds in an RLA must be used for loans which will be repaid to a PI account, based on the distribution noted in this plan. Up to the remaining 40 percent (40%) may be expended on non-revolving activities, which include Activity Delivery (AD), and grants for the same activity as the RLA.

***Note:* General Administration costs are not considered part of the jurisdiction's RLA Activities and should not be used in the consideration of "substantially revolving".**

B. A RLA which is the same activity as any funded open grant activity will be "substantially expended" before grant funds are requested for the grant activity.

The Department considers "**substantially expended**", to mean having no more than $5,000 in a RLA.

C. PI funds shall not be transferred between RLAs after execution of this Plan without following the proper CDBG Citizen Participation process, which includes a public hearing resulting in a certified resolution being submitted to the Department for written approval. However, the transfer of PI between RLAs each fiscal year, in the aggregate amount of $5,000 or less, is not be subject to the Citizen Participation requirement, as stated above; but does require prior written Department approval.

D. All PI funded activities shall be provided to project activities located within the boundaries of the City of Yreka.

If an additional jurisdiction(s) receives benefit, a Joint Power's Agreement (JPA) between Jurisdictions(s) is required. The City of Yreka must receive written approval from the Department prior to implementation and prior to parties' execution of the JPA between the parties.

E. The City of Yreka will submit program guidelines specific to each RLA activity for written Department approval. Once approval is issued to the Jurisdiction, the RLA will then be deemed active.

F. This PI Reuse Plan will not be executed by the Department until all RLAs have clear distribution percentages listed above, and have Department approved program guidelines.

All CDBG PI Reuse Plans are limited to a five (5) year term from the date of execution.

PI funds within an RLA cannot be expended until this PI Reuse Plan is executed.

G. Reporting on RLAs and other PI Activities will be required per the Department's current policies, including financial accounting of PI received and expended for RLAs and other PI Activities. Additionally, PI performance (National Objective data and beneficiary demographics) reported as HUD required accomplishment information will be required to be submitted in a timely manner or the Jurisdiction understands that it will be required to repay a PI account for ineligible cost or activities.

H. AD costs are **only eligible** if one or more projects are funded and accomplishments (such as beneficiaries), for those activity(ies), on an annual basis, are reported on.

2. Eligible RLA Activities

The four (4) RLA(s) listed below each have a single eligible CDBG program activity. The City of Yreka certifies that all CDBG rules pertaining to each eligible activity will be followed.

A. Housing Rehabilitation Revolving Loan Account

The CDBG eligible activity under this RLA is a single-family housing rehabilitation program. The program will be used for the purpose of making loans to rehabilitate residential units (1-4 units), occupied by income eligible households. The CDBG National Objective of benefit to Low/Moderate-income (Low/Mod) households will be met by limiting program participants to households that have an annual income at or below eighty percent (80%) of HUD median income limits for the City of Yreka's **county**. Households will be income qualified based on the income calculation method specified in 24 CFR Part 5, and in accord with the Department's Income Manual.

Rehabilitation of "projects" (projects with five (5) or more units on one site) is not allowed under this RLA. Projects with five or more units must be funded via the annual grant process or through the PI Waiver process.

Jurisdictions wishing to include tenant occupied projects for the Housing Rehabilitation program must submit separate (distinguishable from the Owner Occupied Housing Rehabilitation guidelines) guidelines outlining the unique tenant occupied rules and processes.

The review and funding of requests for CDBG loans or grant assistance under this RLA shall be conducted under the Housing Rehabilitation Program Guidelines that have been adopted by City of Yreka and approved in writing by the Department.

No more than 19 percent (19%) of program funds expended from this RLA shall be used for AD costs.

B. Homeownership Assistance (Homebuyer) Revolving Loan Account

The CDBG eligible activity under this RLA is acquisition of single family housing. The program will be used for the purpose of making loans to assist income eligible homebuyers to purchase a residential property (1-4 units). The CDBG National Objective of benefit to Low/Mod-income households will be met by limiting program participants to households that have an annual income at or below eighty percent (80%) of HUD median income limits. Households will be income qualified based on income calculation method specified in 24 CFR Part 5 and in accord with the Department's Income Manual.

The review and funding of requests for CDBG loans or grant assistance under this RLA shall be conducted under the Homeownership Assistance Program Guidelines that have been adopted by the City of Yreka and approved in writing by the Department.

No more than 8 percent (8%) of the funds expended from this RLA shall be used for AD costs.

C. Business Assistance Revolving Loan Account

The CDBG eligible activity of Special Economic Development will be conducted under this RLA. Specifically, the RLA will fund a business assistance program that provides direct financial assistance for eligible businesses that propose projects which create or retain permanent jobs. The CDBG National Objective being met by the Special Economic Development activity will typically be benefit to Low/Mod-income persons. As such, at least fifty one percent (51%) of the full time job positions created or retained will be made available to persons whose households have an annual income at or below 80 percent (80%) or less of the City of Yreka's **county** median income. Income eligibility is based on the income calculation method specified in 24 CFR Part 5, and in accord with the Department's Income Manual.

Business assistance projects under this RLA program may also meet the National Objective of elimination of slums and blight, but this must be approved by the Department in writing as part of the initial business's loan application.

Local review and underwriting of business assistance projects requesting a CDBG loan under this RLA shall be conducted under the Business Assistance Program Guidelines that have been adopted by City of Yreka and approved in writing by the Department.

Each individual project funding request made under this RLA program must be submitted for Department review and written approval, prior to closing the loan.

No more than 15 percent (15%) of the total funds expended for business assistance activities shall be used for AD costs.

D. Microenterprise Assistance Revolving Loan Account

The CDBG eligible activity of direct financial assistant to eligible microenterprise businesses will be conducted under this RLA. Specifically, the RLA will fund a microenterprise direct financial assistance program that provides financial assistance to start up or existing microenterprise businesses. Eligible businesses must meet the HUD definition of microenterprise. A microenterprise is defined as a business that has five (5) or fewer employees including the owner(s). The only CDBG National Objective which will be used for this activity is benefit to Low/Mod-income households. As such, micro business owners assisted

under this program must be documented as having an annual household income at or below 80 percent (80%) of the Jurisdiction's **county** median income, based on income calculation method specified in 24 CFR Part 5, and in accord with the Department's Income Manual.

Local review and underwriting of microenterprise business assistance projects requesting a CDBG loan or grant under this RLA shall be conducted under the Microenterprise Financial Assistance Program Guidelines that have been adopted by the City of Yreka and approved in writing by the Department.

Each individual project funding request made under this RLA program must be submitted for Department review and written approval, prior to closing the loan.

No more than 15 percent (15%) of the total funds expended for business assistance activities shall be used for AD costs.

3. Administration of Non-RLA Program Income Expenditures

A. Program Income Waiver Eligible Activities

City of Yreka certifies that the PI Waiver Submission Process below will be followed if a PI Waiver is to be requested:

1) This process will involve discussion at a properly noticed public hearing, held in front of the City of Yreka's Governing Body, and submission of a Certified Resolution as part of a PI Waiver Request to the Department, in accordance with current Department policy, and any subsequent policy, regulation, or statutory-guidance, in writing, from The Department.

2) Final commitment and expenditure of PI Waiver funds will not commence until clearance of all required Special Conditions have been met, and written Department approval has been issued to the City of Yreka.

3) Reporting on PI Waiver activities will take place per current Departmental policies and include financial accounting of PI received and expended for PI Waivers and PI Waiver activity performance.

4) PI Waiver activities must be fully funded with program income already on hand. Therefore, future PI may not be pledged to the PI Waiver activity.

5) Only two (2) PI Waiver agreements may be open and active at any one time.

B. **Program Income Committed in an Annual Grant Application and Included in an Open Grant Agreement**

City of Yreka certifies that the PI Committed to a funded Annual CDBG Application will be:

1) Funded with PI currently on hand;

   Future PI may not be pledged to an open grant activity.

2) Expended first and prior to requesting grant funds;

3) Administered in accordance with terms and conditions of the grant contract with the Department; and,

4) Reported using the Department's current PI and fiscal reporting forms. All PI activity performance data will be reported using grant and fiscal reports.

C. **Program Income Added to an Existing Open Grant**

City of Yreka certifies that the PI committed to an existing CDBG Grant will be:

1) Approved by the Department, with a Grant Amendment fully executed before PI can be committed to a grant activity.

2) Funded with PI currently on hand.

   Future PI may not be pledged to an open grant activity.

3) Expended first and prior to requesting grant funds.

4) Administered in accordance with terms and conditions of the grant contract with the Department.

5) Reported using the Department's current PI and fiscal reporting forms. All PI activity performance data will be reported using grant and fiscal reports.

4. **Program Income General Administration (PI GA) Cost Limitation and Activities**

City of Yreka certifies that no more than 17 percent (17%) of the total amount of PI received annually will be expended for PI GA costs. These funds will accumulate annually and be carried from one fiscal year to the next if unexpended.

If more funds are expended than what is available in PI GA, the Jurisdiction will be required to return the over-expended GA amount back into their PI Account. *Additionally, any ineligible PI GA costs will also be required to be returned to their PI Account.*

GA eligible costs for PI are the same as open grant agreements with the Department. See the current CDBG Grant Management Manual (GMM) for list of eligible activities and allowable costs.

PI GA activity costs will be reflected on fiscal reports submitted to the Department as per current reporting forms and policies.

A. Planning Activities

The City of Yreka reserves the option of utilizing PI, within the 17 percent (17%) PI GA annual cap to fund planning studies for CDBG eligible activities.

All proposed planning activities must receive written Department approval prior to expending PI on the activity.

Eligible planning activities funded with PI are the same as open grant agreements with the Department. See current NOFA for a list of eligible planning studies.

All planning activities must have a final product (report or study) resulting from the expenditure of PI.

Upon completion of the planning activity, the study must be formally accepted by the Jurisdiction and submitted to the Department for review.

The planning activity costs will be reflected on fiscal reports submitted to the Department.

B. Loan Portfolio and Asset Management Policies and Costs

The City of Yreka certifies that it has asset management policies and loan portfolio servicing policies that are in compliance with HUD standards per 24 CFR Part 570. The use of CDBG funds creates public financial assets. The public financial assets created can be in the form of loans or other repayment instruments which result in PI. Financial assets may also be in the form of real property or chattel (equipment and fixtures). All assets created from the use of CDBG funds must be administered in compliance with OMB Circulars A-87, A-122 A-133, 24 CFR Part 85.

Loan payment tracking and collection systems must be put in place for collection purposes of all loans funded with CDBG. In addition, loan servicing policies and procedures must be in place to service the loan assets, ensuring repayment.

Costs of managing the portfolio of CDBG funded loans may be charged to PI under GA within the allowable limits set by the Department.

SECTION TWO: JURISDICTION ASSERTIONS AND CERTIFICATIONS

1. Requirements of Program Income

The PI Reuse Plan is intended to satisfy the requirements specified in federal statute and regulation at Section 104(j) of the Housing and Community Development Act ("the Act"), as amended in 1992 and 24 CFR 570.489(e) and (f). These statutory and regulatory sections permit a unit of local government to retain PI for CDBG-eligible community development activities. Under federal guidelines adopted by the State of California's CDBG Program, local governments are permitted to retain PI as long as the local government has received advance approval from the State of a local plan that will govern the expenditure of the PI. This plan has been developed to meet that requirement.

City of Yreka certifies that their PI will be used to fund eligible CDBG activities that meet a National Objective and any public benefit requirements. Eligible activities, National Objective and public benefit requirements are specified in Federal Statute at Sections 104(b), 105(a) of The Housing and Community Development Act of 1974, and in Federal Regulations at 24 CFR 570.482 and 24 CFR 570.483. The Jurisdiction understands, if it is determined that an activity/project funded with PI that does not meet a National Objective and/or meet the public benefit requirement, the Jurisdiction will be required to use its own local funds to repay the PI Account.

2. Definition of Program Income

"Program Income" means gross income earned by the Jurisdiction from grant-funded activities and is subject to CDBG regulatory requirements pursuant to 24 CFR, Part 570.489(e) - Program Administrative Requirements as amended in the CDBG Final Rule, 24 CFR, Part 570.504 - Program Income, 24 CFR Part 85 – Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, and OMB Circulars A-87 and A-122 as applicable. These regulations include the requirement that the Jurisdiction record the receipt and expenditure of PI as part of the financial transactions of the grant activity(ies).

For activities generating PI that are only partially funded with CDBG funds, such income is prorated to reflect the actual percentage of CDBG participation. Examples of PI include but are not limited to: payments of principal and interest on housing rehabilitation or business loans made using CDBG funds; interest earned on PI pending its disposition; interest earned on funds that have been placed in a revolving loan account; net proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; and, income (net of costs that are incidental to the generation of the income) from the use or rental of real property that has been acquired, constructed or improved with CDBG funds and that is owned (in whole or in part) by the participating jurisdiction or sub-recipient.

3. **Federal Nature of Program Income**

City of Yreka certifies that per 24 CFR 570.489(e)(2)(i), as amended in the CDBG Final Rule May 23, 2012, all PI received through a RLA, will be counted as PI regardless of the amount, and all PI generated through an open grant that is $35,000 or less may either be:

A. Counted and reported as PI, allowing the Jurisdiction to include that amount in its PI GA (17%) calculation; or,

B. Not counted as PI and reported as such, which "de-federalizes" the funds, and allows them to be deposited into the Jurisdiction's General Fund. Supporting accounting records and documentation must be in the Jurisdiction's file to substantiate the calculations reported.

If PI is generated from a loan that is made partially from a RLA and partially from another source, then the PI accounting and reporting must reflect the correct amounts and proportions of PI from the RLA (counted and reported as PI Income) versus the amount generated from the other source, which may be accounted for and reported using either of the methods above.

4. **Definition of Excessive Program Income**

City of Yreka certifies that if there is excessive PI ($500,000 or more), which includes GA, at the end of the fiscal year they will be required to submit a plan (included in the Reporting form) for expending the funds to the Department for review and approval. The City of Yreka understands that if no plan is submitted, or the plan is not approved by the Department, it risks having to return the PI to the Department. The City of Yreka agrees to use the Semi Annual PI Report forms to describe the reason(s) for the excessive amount and the method(s)/plan(s)/reason(s) the City of Yreka will use to reduce the amount over the coming year.

Should the Jurisdiction choose to 'accumulate' PI to fund a project that will cost more than $500,000, the Jurisdiction must identify the project in their Semi Annual PI Report form with a detailed narrative about the project and the expected timing for the project to start and complete, with completion including the meeting of a national objective. Approval of a PI balance above $500,000 will be made on a case-by-case basis.

5. **Reporting of Program Income**

City of Yreka certifies that CDBG PI will be accounted for using the Department's fiscal year (July 1 to June 30). All receipts and expenditures of PI in accordance with this PI Reuse Plan will be monitored and reported per the Department's fiscal year cycle. City of Yreka certifies that they will report using the Department's reports/forms and will submit them in a timely manner.

6. **Duration of This Program Income Reuse Plan**

City of Yreka and the Jurisdiction's Governing Body understand that this document is effective for five (5) years from the execution date by the authorized CDBG representative listed in this Agreement unless otherwise notified by the Department.. The Department has the Authority to void the Agreement with notice for cause.

7. **Status of Program Income Upon Leaving State Non-Entitlement CDBG Program and Entering the CDBG Entitlement Program**

City of Yreka certifies that the Jurisdiction's Governing Body may move the PI earned under the State program to the Entitlement Program if/when the Jurisdiction is authorized and chooses to participate in the CDBG Entitlement Program provided the Jurisdiction's Governing Body certifies that the City of Yreka has:

A. Officially elected to participate in the Entitlement Grant Program;

B. Agrees to use such PI in accordance with Entitlement Program requirements; and,

C. Sets up Integrated Disbursement Information System (IDIS) access and agrees to enter receipt of PI into IDIS.

D. The City of Yreka submits the above to the State and receives the Department's approval to no longer report State CDBG PI to the Department.

8. **Status of Program Income Upon Entering the State Non-Entitlement CDBG Program from the Entitlement CDBG Program**

City of Yreka certifies that the Jurisdiction's Governing Body will inform the Department in writing of the Jurisdiction's decision to either:

A. Retain program income generated under Entitlement grants and continue to comply with Entitlement program requirements for program income; or

B. Retain the program income and transfer it to the State CDBG program, in which case the Jurisdiction will certify that it will comply with the state's rules for program income and the requirements of 24 CFR 570.489(e) and (f).

9. **Amendment of PI Reuse Plan**

City of Yreka certifies that it will adopt and submit for Department written approval a new version of this plan as updates are released by the Department.

SECTION THREE: DEPARTMENT TERMS, CONDITIONS AND AUTHORIZATION

TERMS AND CONDITIONS: City of Yreka certifies that all terms and conditions listed below have been read and understood, and will be implemented and followed:

1. **Authority & Purpose**

This Agreement provides official notification of the Jurisdiction's PI Reuse Plan's (hereinafter, "PI Reuse Plan") approval under the State's administration of the Federal Community Development Block Grant Program (hereinafter, "CDBG" or "the Program") for Non-entitlement jurisdictions pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG Community Development Block Grant Program.

In accepting the PI Reuse Plan Approval, the Jurisdiction agrees to comply with the terms and conditions of this Agreement, all exhibits hereto and the representations contained in the Jurisdiction's PI Reuse Plan. Any changes made to the PI Reuse Plan after this Agreement is accepted must receive prior written approval from the Department of Housing and Community Development (Department).

2. **Distribution for Reuse of PI**

A. The Jurisdiction shall perform PI funded activities as described in the Distribution for Reuse in the PI Reuse Plan. All written materials or alterations submitted as addenda to the original PI Reuse Plan and which are approved in writing by the Department are hereby incorporated as part of the PI Reuse Plan.

The Department reserves the right to require the Jurisdiction to modify any or all parts of the PI Reuse Plan in order to comply with CDBG requirements. The Department reserves the right to review and approve all Work to be performed by the Jurisdiction in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made in writing by the Department.

B. The PI funded activities shall principally benefit Low/Mod-income persons or households (Low/Mod) whose income is no more than 80 percent (80%) of the median area income.

3. **Sufficiency of Funds and Termination**

The Department may terminate this Agreement at any time for cause by giving at least 14 days written notice to the Jurisdiction. Termination shall consist of violations of any terms and/or special conditions of this Agreement, upon the request of HUD, or withdrawal of the Department's expenditure authority.

4. **Meeting National Objectives**

All activities performed under this Agreement must meet one of the National Objectives determined by the HUD regulations as included in the Application authorized under Title I of the Housing and Community Development Act of 1974, as amended.

A. Benefit to HUD defined Low/Mod-income person or household (LMI). The term Low/Mod-income is defined under CDBG as no more than 80 percent (80%) of the median area income, as determined by HUD, per Federal Regulation 24 CFR, Part 570.483(b); and/or;

B. Prevention or elimination of slums or blight. In order for an activity to meet the National Objective of elimination of slums and blight, the activity must take place in an area that meets the definition of a blighted area and the project must be shown to eliminate blight or prevent further blight per Federal Regulation 24 CFR, Part 570.483(c).

C. For Microenterprise Assistance activities, the Jurisdiction must only meet the benefit to Low/Mod-income person or household (LMI) National Objective.

5. **Inspections of Activities**

A. The Department reserves the right to inspect any activity(ies) performed hereunder to verify that the activity(ies) is in accordance with the applicable federal, State and/or local requirements and this Agreement.

B. The Jurisdiction shall inspect any activity performed by contractors and subrecipients hereunder to ensure that the activity(ies) is in accordance with the applicable federal, State and/or local requirements and this Agreement.

The Jurisdiction agrees to require that all activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

6. **Insurance**

The Jurisdiction shall have and maintain in full force and effect during the term of this Agreement such forms of insurance, at such levels as may be determined by the Jurisdiction and the Department to be necessary for specific components of the activity(ies) described in this Reuse Plan.

7. Contractors and Subrecipients

A. The Jurisdiction shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.

1) Contractors are defined as program operators or construction contractors who are procured competitively.

2) Subrecipients are defined as public or private non-profit agencies or organizations and certain (limited) private for-profit entities who receive CDBG funds from an awarded jurisdiction to undertake eligible activities.

B. An agreement between the Jurisdiction and any contractor or subrecipient shall require:

1) Compliance with the applicable State and federal requirements of this Agreement, which pertain to, among other things, labor standards, non-discrimination, Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace; and, Compliance with the applicable provisions relating to Labor Standards/Prevailing Wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.

2) Maintenance of, at minimum, the State-required Workers' Compensation Insurance for those employees who will perform the activity(ies) or any part of it.

3) Maintenance of, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the activity(ies) or any part of it.

4) Compliance with the applicable Equal Opportunity Requirements described in this Agreement.

C. Contractors shall:

1) Perform the activity(ies) in accordance with federal, State and local housing and building codes, as are applicable.

2) Provide security to assure completion of the project by furnishing the borrower and construction lenders with Performance and Payment Bonds, or other security approved in advance in writing by the Department.

D. Subrecipients shall:

1) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of five (5) years from date of termination of this Agreement, or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later.

2) Permit the State, federal government, the Bureau of State Audits, the Department and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

8. Obligations of the Jurisdiction with Respect to Certain Third Party Relationships

The Jurisdiction shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Activities funded under this agreement with respect to which assistance is being provided under this Agreement to the Jurisdiction.

The Jurisdiction shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Jurisdiction, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974.

9. Periodic Reporting Requirements

During the term of this Agreement, the Jurisdiction must submit the following reports by the dates identified, respectively, or as otherwise required at the discretion of the Department. The Jurisdiction's performance under this Agreement will be based, in part, on whether it has submitted the reports on a timely basis.

A. Semi-Annual PI Expenditure/Performance Report: Submit by January 31 and July 31 of each year regardless of whether or not the Jurisdiction has any unspent PI. PI Waivers or open Grants with no accomplishment are not excluded to the reporting requirement.

B. Annual Federal Overlay Reporting: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State Fiscal Year. Annual Reporting includes but is not limited to: Section 3, and Minority Owned Business/Women Owned Business (MBE/WBE).

C. Wage Compliance Reports: Semi-annual Wage Compliance Reports are to be submitted by October 7 and April 7 during the entire construction period. The final Wage Compliance Report is to be submitted thirty (30) days after construction is completed.

D. Any other reports that may be required as a Special Condition of this Agreement.

10. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the activity(ies). The Jurisdiction shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department. If findings are not adequately resolved in a timely manner, the Department may deduct points from the Jurisdiction's performance score on future applications.

Additionally, the Department reserve the right to suspend a jurisdiction's authority to expend PI (Waiver, RLA and/or PI attached to an open grant) based on significant compliance issues, reporting concerns or serious lack of cooperation in clearing PI monitoring findings.

11. Signs

If the Jurisdiction places signs stating that the Department is providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

12. Audit/Retention and Inspection of Records

A. The Jurisdiction must have intact, auditable fiscal records at all times. If the Jurisdiction is found to have missing audit reports from the SCO during the term of this Agreement, the Jurisdiction will be required to submit a plan to the State, with task deadlines, for submitting the audit to the SCO. If the deadlines are not met, the Jurisdiction will be subject to termination of this Agreement and disencumbrance of the funds awarded. The Jurisdiction's audit completion plan is subject to prior review and approval by the Department.

B. The Jurisdiction agrees that the Department or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Jurisdiction agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. The Jurisdiction further agrees to maintain such records for a period of five (5) years after final

payment under this Agreement. The Jurisdiction shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.

C. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Jurisdiction.

D. Absent fraud or mistake on the part of the Department, the determination by the Department of the allowability of any expenditure shall be final.

E. For the purposes of annual audits under OMB Circular A-133 (The United States Office of Management and Budget Circular for Audits of States and Local Governments), Jurisdiction shall use the Federal Catalog Number 14.228 for the State CDBG Program.

F. Notwithstanding the foregoing, the Department will not reimburse the Jurisdiction for any audit cost incurred after the expenditure deadline of this Agreement.

G. The jurisdiction understands that the expenditure of PI is covered under the OMB A-133 Single Audit Requirements and will meet all these requirements and report said PI Expenditure along with grant funds each fiscal year.

13. Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Jurisdiction, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Jurisdiction shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

14. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Jurisdiction of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

15. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Jurisdiction shall notify the Department immediately of any claim or action undertaken by or against it which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

16. Lead-Based Paint Hazards

Activity(ies) performed with assistance provided under this Agreement are subject to lead-based paint hazard regulations contained in Title 8 (Industrial Relations) and Title 17 (Public Health) of the CCR and 24 CFR, Part 35 (Lead Disclosure). Any grants or loans made by the Jurisdiction with assistance provided under this Agreement shall be made subject to the provisions for the elimination or mitigation of lead-based paint hazards under these Regulations. The Jurisdiction shall be responsible for the notifications, inspections, and clearance certifications required under these Regulations.

17. Prevailing Wages

A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Jurisdiction shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Jurisdiction and a licensed building contractor, the Jurisdiction shall serve as the "awarding body" as that term is defined in the LC. Where the Jurisdiction will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

18. Compliance with State and Federal Laws and Regulations

A. The Jurisdiction agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Jurisdiction, its subcontractors, contractors or subcontractors, and the Reuse activity(ies), and any other State provisions as set forth in this Agreement.

B. The Jurisdiction agrees to comply with all federal laws and regulations applicable to the CDBG Program and to the activity(ies), and with any other federal provisions as set forth in this Agreement.

19. Anti-Lobbying Certification

The Jurisdiction shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this activity(ies) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and no more than $100,000 for such failure.

"The undersigned certifies, to the best of his or her knowledge or belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and,

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

20. Bonus or Commission, Prohibition Against Payments of

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

A. Obtaining the Department's approval of the Application for such assistance; or,

B. The Department's approval of the Applications for additional assistance; or,

C. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

21. Citizen Participation

The Jurisdiction is subject to the requirements concerning citizen participation contained in Federal Regulations at 24 CFR, Part 570.486, Local Government Requirements, Part 91.105 and 91.115.

22. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

23. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. The Jurisdiction shall report all perceived or actual conflicts of interest cases to the State for review before financial benefits are given.

24. Environmental Requirements

The Jurisdiction shall comply with the provisions of the National Environmental Policy Act (NEPA) by following the procedures contained in 24 CFR, Part 58. The Jurisdiction shall not undertake any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives under 24 CFR, Part 58.22 until HUD or the Department has issued an environmental clearance.

25. Equal Opportunity

A. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances

During the performance of this agreement, the Jurisdiction assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status, or religious preference, under any activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

B. Rehabilitation Act of 1973 and the "504 Coordinator"

The Jurisdiction further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR, Part 8, including, but not limited to, for Jurisdiction's with fifteen (15) or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator."

C. The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance

1) The activity(ies) to be performed under this Agreement are subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR, Part 135.34(a)(2).

2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3) The Jurisdiction will include these Section 3 clauses in every contract and subcontract for Work in connection with the activity(ies) and will, at the direction of the Department, take appropriate action pursuant to the contract or subcontract upon a finding that the Jurisdiction or any contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR, Part 135 and, will not let any contract unless the Jurisdiction or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a condition of the federal financial assistance provided to the activity(ies), binding upon the Jurisdiction, its successors, and assigns. Failure to fulfill these requirements shall subject the Jurisdiction, its contractors and subcontractors and its successors, to such sanctions as are specified by 24 CFR, Part 135 and those sanctions specified by this Agreement.

D. Assurance of Compliance with Requirements Placed on Construction Contracts of $10,000 or More

The Jurisdiction hereby agrees to place in every contract and subcontract for construction exceeding $10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Jurisdiction furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

26. Flood Disaster Protection

A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3 (a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to FDPA, Section 102(d) of said Act.

B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said Act.

C. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.

D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required

notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

27. Federal Labor Standards Provisions

The Jurisdiction shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over $2,000.

B. "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) prohibits any person from (1) providing, attempting to provide, or offering to provide any kickback; (2) soliciting, accepting, or attempting to accept any kickback; or (3) including directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.

C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts I, 3 and 5) are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Jurisdiction shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

28. Procurement

The Jurisdiction shall comply with the procurement provisions in 24 CFR, Part 85.36: Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.

29. Non-Performance

The Department shall review the actual National Objective and/or Public Benefit achievements of the Jurisdiction. In the event that the National Objective and/or Public Benefit requirements are not met, the Department will require the recapture of the entire PI expended on that project/activity. Additional remedies may include suspending the Jurisdiction's authority to use PI funds until the Jurisdiction has developed capacity to ensure future PI funds will be used for eligible activities that will meet a National Objective.

30. Relocation, Displacement, and Acquisition

The provisions of the Uniform Relocation Act, as amended, 49 CFR, Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 shall be followed where any acquisition of real property is carried out by the Jurisdiction and assisted in whole or in part by funds allocated by CDBG.

31. Uniform Administrative Requirements

The Jurisdiction shall comply with applicable Uniform Administrative Requirements as described in 24 CFR, Section 570.502, including cited Sections of 24 CFR, Part 85.

32. Section 3

The Jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing Regulations at 24 CFR, Part 135.

33. Affirmatively Furthering Fair Housing

The Jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the Jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

34. General Contract Conditions

The following conditions apply to all activities, including set aside activities. The Jurisdiction must meet the conditions within ninety (90) days of this Agreement's execution. Failure to meet the following Special Conditions may result in termination of this Agreement.

A. Environmental Compliance

The Jurisdiction shall have satisfied all National Environmental Policy Act (NEPA) requirements and California Environmental Quality Act (CEQA) requirements. CEQA shall be approved by the Jurisdiction. The level of compliance varies by activity. NEPA review must be completed by the Jurisdiction for each activity and approved in writing by Department staff prior to incurring costs on the activity(ies).

B. Acquisition/Relocation Compliance

The Jurisdiction must document its compliance with the Uniform Relocation Act, Section 104(d) before release of funds by the Department. The Jurisdiction must submit a specific relocation assistance plan for each activity which may result in temporary or permanent displacement. For projects where there will be temporary or permanent displacement, the Jurisdiction must submit signed General Information Notices (GINs) from

each tenant who was residing in the project at the time of Application submittal. If the Jurisdiction believes that there will be no displacement as a result of their activities, they must submit a letter explaining why no displacement or relocation will occur, which will be subject to written approval by the Department.

C. Site Control

The Jurisdiction shall demonstrate site control of the proposed project property by submitting evidence of one or more of the following to the Department:

1) Fee title;

2) A leasehold interest on the project property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance with all Program requirements;

3) An option to purchase or lease;

4) A disposition and development agreement with a public agency;

5) A land sale contract, or other enforceable agreement for the acquisition of the property; or,

6) All easements and right-of-ways (required for completion of the CDBG project) must be obtained.

D. Funding Commitments and Project Cost Estimates

All funding required for project completion must be documented and committed. If all funding is not committed, the Department shall terminate this Agreement. If the Jurisdiction has applied for other funding prior to the execution of this Agreement, the Jurisdiction must notify the Department as soon as that application is approved or denied. If the Jurisdiction must apply for other funding after the execution date of this Agreement, the Jurisdiction must apply at the earliest possible opportunity offered by the other funding source(s) and notify the Department as soon as that application is approved or denied.

A current third-party cost estimate must be provided by the engineer or architect for the project.

E. Activity Administration Documentation

There are four methods of administering and/or completing RLA activities:

1) Use of in-house staff only;

2) Subrecipient agreement(s) with qualified non-profit(s);

3) Consultants/contractors/others obtained through federal procurement procedures; and,

4) Any combination of the above methods.

The Jurisdiction must provide the following documentation demonstrating that one or more of these methods were used for the GA of the RLA and for all activities carried out under this Agreement.

1) Use of in-house staff only: If not previously provided in the Application, submit staff resumes and duty statements that clearly identify that Jurisdiction staff has capacity and experience to complete administration of the proposed activities in the Application.

2) Subrecipient agreement(s) with qualified non-profit(s): Sub-recipients, and their respective agreements with the Jurisdiction must adhere to all Program requirements. Submit the subrecipient agreement that was executed between the non-profit and the City of Yreka. (Submitting draft documents for review prior to execution is recommended.) The scope of work in the subrecipient agreement must match the description of activity in this Agreement. Any parts of the activity description in this Agreement not covered by the subrecipient agreement must have separate procurement information. If the subrecipient is using CDBG funds to hire other consultants or subrecipients to do part or all of the Work then the procurement documentation or additional subrecipient agreements must be provided to the Department for review and approval.

3) Consultants: Submit procurement documentation that all third-party consultants are procured in accordance with Federal Procurement Procedures and the Grant Management Manual, as follows:

A copy of the document used to notify prospective consultants, such as a Request for Proposal or similar document.

A list of all bid respondents, showing respondents' contact information and the dollar amount of each proposal.

A brief description of the process used to select the consultant/ contractor/other, including the rationale for the selection.

Additional information may be found in the Grant Management Manual, Program Operators.

F. Compliance With All Loans and/or Grant Agreements

Pursuant to this Agreement, the Jurisdiction must comply with State and Federal Laws and Regulations that pertain to matters applicable to the Jurisdiction. Prior to disbursement of any funds under this Agreement, the

Jurisdiction shall be in compliance with all loan and/or grant agreements to which it is a party, which are administered by the Department.

G. Easements and Rights-of-Way

If required for the completion of a CDBG project, the Jurisdiction must obtain all easements and rights-of-ways required for completion of the CDBG project within twelve (12) months of execution of this Agreement. Failure to obtain these may result in termination of this Agreement.

H. Section 504 Accessibility Requirements

1) Section 504 Regulations apply when CDBG funds are used on a new construction housing or public facility project or when an existing public facility or housing project with fifteen (15) or more units is being purchased and/or "substantially" rehabilitated. Qualified CDBG assisted housing projects are required to have a certain percentage of the units designed for and accessible to persons with mobility and sensory impairments.

2) For a federally assisted new construction housing project, Section 504 requires five percent (5%) of the dwelling units, or at least one unit, whichever is greater, to meet Uniform Federal Accessibility Standards or a standard that is equivalent or stricter, for persons with mobility disabilities. An additional two percent (2%) of the dwelling units, or at least one unit, whichever is greater, must be accessible for persons with hearing or visual disabilities.

3) Under Section 504, alterations are substantial (i.e. substantially rehabilitated) if they are undertaken to a housing project that has 15 or more units and the cost of the alterations is seventy-five percent (75%) or more of the replacement cost of the completed facility; and require that a minimum of five percent (5%) of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with mobility disabilities and an additional two percent (2%) of the dwelling units, or at least one unit, whichever is greater, shall be made accessible to persons with hearing or visual disabilities.

4) The Jurisdiction shall provide documentation satisfactory to the Department verifying that the required housing units or public facility described in the project comply with the accessibility standards. CDBG funds will not be released until the necessary documentation is provided. All CDBG funded programs must, to the greatest degree possible, be conducted in buildings which meet Section 504 accessibility standards.

I. Grantee's Data Universal Numbering System (DUNS)

The Jurisdiction shall provide the Department with a DUNS number for any contractor or subcontractor prior to release of any funds under this Agreement.

35. Community Development Activity Conditions

A. Homeownership Assistance

If the Work to be performed under this Agreement involves Homeownership Assistance, the following additional special conditions apply:

1) Program Guidelines: The Jurisdiction must submit a copy of its Homeownership Assistance Program Guidelines and its PI Re-Use Plan to the Department for review and approval within ninety (90) days of the execution date of this Agreement.

2) If the Jurisdiction proposed to assist homebuyers to purchase newly constructed units in its CDBG application under the Homeownership Assistance activity, the following requirements must be met:

   a) The units must have been available for sale to the general public;

   b) Development of the new subdivision must not be dependent upon the funding of the homebuyer loan;

   c) CDBG funds shall not be used for construction; and,

   d) Homeownership Assistance loans will not be approved prior to the foundation of the housing being in place.

B. Housing Rehabilitation

If the Work to be performed under this Agreement involves Housing Rehabilitation, the following additional special conditions apply:

1) Program Guidelines: The Jurisdiction must submit a copy of its Housing Rehabilitation Program Guidelines and its PI Re-Use Plan to the Department for review and approval.

2) Affordable Rent: If the Jurisdiction's Housing Rehabilitation Program provides for rehabilitating rental properties, the Jurisdiction must submit to the Department its provisions for assuring affordable rent for the LMI occupants. Jurisdiction may include this information as part of the Housing Rehabilitation Program Guidelines.

36. Economic Development Activity-Specific Conditions

A. Restrictions on CDBG-Assisted Public Property

CDBG funds can be used by the Jurisdiction to purchase or rehabilitate public property. The change of use of real property provisions contained in 24 CFR 570.489(i) apply to real property within the unit of general local government's control (including activities undertaken by subrecipients), which was acquired or improved in whole or in part using CDBG funds in excess of the threshold for small purchase procurement (currently $100,000). The restrictions shall apply from the date CDBG funds are first spent for the property until five (5) years after completion of the project. See the Federal Regulations for the full text of this regulation. The Jurisdiction must provide documentation of proper restriction on assisted property.

B. Business Assistance Activity

1) Jurisdictions implementing Business Assistance (BA) Loans, shall submit program guidelines that ensure compliance with CDBG underwriting requirements as described in 24 CFR 570, Appendix A, "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements" and with public benefit requirements contained in 24 CFR 570.482(f).

2) Jurisdictions implementing a BA loan shall provide a written Employment Agreement required to be executed between the Jurisdiction and the business owner [requirements of the Employment Agreement are described in 24 CFR 570.506 (b), (5), and (6)]. The written Employment Agreement must include a commitment by the business that the jobs are to be created or retained by the termination date of this Agreement and that at least fifty-one percent (51%) of all jobs created or retained (on a FTE basis) will be held by LMI persons. The Employment Agreement shall specify that, prior to receiving assistance, the business shall agree to:

   a) Provide a listing, by job title, of the permanent jobs projected to be created;

   b) Identify which jobs, if any, are part-time and the annual hours of work for each position;

   c) Identify which jobs are projected to be filled by LMI; and,

   d) Provide periodic reporting (semi-annual) not limited to: listing jobs, by job title, of all the permanent jobs actually filled, and which of those jobs are held by members of the LMI.

C. Microenterprise Assistance Activities

1) Jurisdictions implementing a Microenterprise Assistance activity for technical assistance and/or microenterprise loans, shall submit program guidelines that ensure compliance with CDBG requirements. Specifically, guidelines must ensure that all beneficiaries of the program are eligible micro enterprises, per HUD definitions. A microenterprise must:

   a) Have all owners of the business documented as meeting HUD family income eligibility standards; and,

   b) Have documentation that the business's owners and employees are five (5) or fewer in number.

2) When implementing a Microenterprise Program, the program guidelines shall include the proposed benefits, eligible activities and ongoing evaluation of program services. The guidelines will include a Beneficiary Tracking Plan, which defines the goals; identifies the roles and responsibilities of the service providers; identifies the market and focuses the outreach; defines the screening and referral process; and, tracks the beneficiaries through the program's level of service. The Beneficiary Tracking Plan shall also describe the roles and responsibilities of the Jurisdiction and/or program operator for meeting the reporting requirements of the State CDBG Program.

3) When implementing a Microenterprise Program that is part of an integrally-related component of a larger project where non-LMI persons will be extended training and supportive services, shall submit guidelines including the methodology describing how CDBG funds will only be used towards the assistance of LMI to LMI persons under the Jurisdiction's activity.

4) Jurisdictions implementing a Microenterprise activity for loans to microenterprises made with Grant funds or PI funds, shall submit guidelines that ensure compliance with CDBG underwriting requirements as described in 24 CFR, Part 570, Appendix A, "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements."

5) If under this Agreement, a Microenterprise Façade Improvement activity is being implemented, the Jurisdiction shall submit program guidelines that ensure compliance with CDBG National Objective requirements, as described in 24 CFR 570, Appendix A, "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements."

D. Required Agreements for Assisted Businesses

The Jurisdiction shall execute a written agreement between the Jurisdiction and the business receiving CDBG funds (loans or grants) under this Agreement to ensure compliance with CDBG State and federal regulations. The written agreement shall contain language to ensure each business complies with the terms of this Agreement, Exhibit A, as well as each of the criteria as set forth in 24 CFR 570.506 (b)(4) and (c).

1) Each agreement between the Jurisdiction and the business(es) shall be submitted to the Department for review and written approval, prior to execution by the business and City of Yreka.

2) Each agreement shall require the business to report employee information periodically (semi-annual) to the Jurisdiction. The report shall list each job position by job title and number of annual hours worked and LMI status. The report shall list all the permanent jobs actually created or retained, and identify which of those job positions are held by members of the LMI. Additionally, the report shall include the demographics of job holders (ethnicity/race, disability, status, gender, and head of household status).

3) Each agreement shall require the business(es) submit a Data Universal Numbering System (DUNS) number and be verified as not being on the current federal debarred list, prior to receiving any CDBG financial assistance. The agreement shall require proof of proper insurance for secured collateral and protecting the Jurisdiction. The agreement shall reference this Agreement between the Department and the Jurisdiction. The agreement shall contain all other special conditions as directed by the Department or local loan committee. The agreement shall include but is not limited to the following conditions:

a) Maintaining a specific annual debt service level; and,

b) Requiring a quarterly review of the businesses financial statements with the owner and accounting staff.

37. Community and Economic Development Planning Activities

A. Non-Implementation Activity

In some cases, the Department may allow a Jurisdiction to first complete a Household Income Survey and/or a Market Study in order to document low-income benefit for the proposed study. In such cases, the Jurisdiction must conduct the survey according to CDBG standards and submit the survey for review and written approval by the Department, prior to initiating any further study activities. All Non-Implementing/Planning Activities pursuant to this Agreement must be funded with PI General Administration (PI GA).

B. Implementation Activity

Implementation Activities are not permitted under this Agreement using PI GA funds.

☐ **Certified Approving Resolution Is Attached**

I certify that the foregoing is true and correct, and will follow all requirements of this agreement. I understand that my certification also acknowledges that serous compliance issue with the above requirements could result in the State suspending City of Yreka ***authority to expend PI or may require*** City of Yreka ***to return unused PI to the State until the*** City of Yreka ***clears the serious compliance issues.***

Signature of Authorized Representative

Date Signed

Steven W. Baker, City Manager

Name and Title of Authorized Representative

Signature of CDBG Section Chief

Date Signed

Name of CDBG Section Chief