

YREKA CITY COUNCIL
AGENDA

October 16, 2014 – 6:30 P.M.

Yreka City Council Chamber 701 Fourth Street, Yreka, CA

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

PLEDGE OF ALLEGIANCE

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

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

1. Discussion/Possible Action - Consent Calendar: All matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion or a member of the audience wishes to comment on an item. The City Manager recommends approval of the following consent calendar items:
 - a. Approval/ratification of payments issued from October 3, 2014 thru October 16, 2014.
 - b. Approval of Minutes of the meeting held October 2, 2014.
 - c. Approve Transportation Claim for the 2014/15 Local Transportation Fund and authorize the Mayor to sign the claim on behalf of the City.
 - d. Adopt Resolution approving the destruction of certain City records identified by the Finance Director.
 - e. Approval of 2013-2014 Final Year End Closing Budget Revision.
2. Discussion/Possible Action – Adopt Resolution authorizing execution of Architectural and/or Engineering Design Services Agreement with Calpo, Hom & Dong Architects for the Yreka Police Station retrofit.
3. Discussion/Possible Action – Adopt Resolution authorizing funding for Siskiyou County Tourism Improvement District Formation.
4. Discussion/Possible Action – Upper Greenhorn Park Host Site Construction – Councilmember Foster.
5. Discussion/Possible Action – Consideration of increasing code enforcement efforts - Councilmember Mercier.
6. City Treasurer's Report: Discussion/Possible Action – Acceptance of:
 - a. Budget of Revenue and Expenditures with Year to Date Actuals through June 2014

b. Quarterly Fiscal Performance Report – 4th Quarter Fiscal Year 2013/2014

City Manager Report

- Halloween Events.

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

CLOSED SESSION:

1. Conference with Labor Negotiator Government Code Section 54957.6 (a)

Agency negotiators: Steven Baker

Employee Organizations: Yreka City Employees Association, and the Yreka Police Officer's Association.

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

Property: APN: 061-341-140

Third Party Negotiator: Tonya Dowse

City Negotiators: Steve Baker, City Manager

Under Negotiation: Possible transfer, including price, terms of payment.

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

Property: Portion of APN: 013-100-140 & portion of 013-110-130.

Third Party Negotiator: Fruit Growers Supply Co.

City Negotiators: Steve Baker, City Manager

Under Negotiation: Possible purchase, including price, terms of payment, or both.

4. 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 – 2 - 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.

Accounts Payable

Manual Check Proof List

User: lysandra
Printed: 10/07/2014 - 3:38PM
Batch: 00003.10.2014



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 1297	SCOTT VALLEY BANK						
				520	10/03/2014		
10/03/14	606.11	10/03/2014	CREDIT CARD CHARGES 9/14			70-030-0000-526-100	
Total for Check	606.11						
Total for 1297	606.11						
	=====						
Total Checks:	606.11						
	=====						

Q 10/9/14

Accounts Payable

Manual Check Proof List

User: lysandra
Printed: 10/07/2014 - 3:37PM
Batch: 00002.10.2014



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 1354	USDA						
				519	10/01/2014		
10/01/14	116,000.00	10/01/2014	LOAN PRINCIPAL			72-000-3020-961-000	
10/01/14	74,092.50	10/01/2014	LOAN INTEREST			72-510-3020-745-000	
Total for Check	190,092.50						
Total for 1354	190,092.50						
Total Checks:		190,092.50					

e 10/9/14

Accounts Payable

Computer Check Proof List by Vendor

User: lysandra
Printed: 10/09/2014 - 9:16AM
Batch: 01005.10.2014



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1625	BRADFORD HALL			Check Sequence: 1	ACH Enabled: False
10/09/14	REIMBURSE LIVESCAN	12.50	10/09/2014	70-500-0000-525-000	
10/09/14	REIMBURSE LIVESCAN	12.50	10/09/2014	80-550-0000-525-000	
	Check Total:	25.00			
Vendor: 1330	STATE WATER RESOURCES CONTROL BOA			Check Sequence: 2	ACH Enabled: False
10/09/14	OPERATOR IN TRAINING - SHINAR	170.00	10/09/2014	80-560-0000-535-001	
	Check Total:	170.00			
	Total for Check Run:	195.00			
	Total of Number of Checks:	2			

Q 10/9/14
Pg 1

Accounts Payable

Computer Check Proof List by Vendor

User: lysandra
 Printed: 10/09/2014 - 10:33AM
 Batch: 01006.10.2014



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1263	AMERICAN RIVER COLLEGE			Check Sequence: 1	ACH Enabled: False
TRNG 10/20-22	TRNG 10/20-22 POTTER	85.00	10/17/2014	01-200-6506-513-004	
TRNG 10/20-22	TRNG 10/20-22 FAHRNEY	85.00	10/17/2014	01-200-6506-513-004	
TRNG 11/10-21	TRNG 11/10-21 FAHRNEY	138.00	10/17/2014	01-200-6506-513-004	
	Check Total:	308.00			
Vendor: 2217	TIMOTHY ASELTINE			Check Sequence: 2	ACH Enabled: False
1115	INV 1115	19.00	10/17/2014	01-350-0000-520-000	
	Check Total:	19.00			
Vendor: 4301	AT&T CALNET 2			Check Sequence: 3	ACH Enabled: False
5774331	INV 5774331	15.32	10/17/2014	70-510-0000-517-000	
5774332	INV 5774332	46.19	10/17/2014	70-510-0000-517-000	
5774335	INV 5774335	17.08	10/17/2014	70-510-0000-517-000	
	Check Total:	78.59			
Vendor: 1031	CHRIS BETTS			Check Sequence: 4	ACH Enabled: False
TRNG 11/5	TRNG 11/5 MEDFORD	12.00	10/17/2014	01-200-0000-513-000	
	Check Total:	12.00			
Vendor: 1921	BMI GENERAL LICENSING			Check Sequence: 5	ACH Enabled: False
25611019	INV 25611019	330.00	10/17/2014	01-110-0000-535-000	
	Check Total:	330.00			
Vendor: 1035	BRIAN BOWLES			Check Sequence: 6	ACH Enabled: False
TRNG 11/5	TRNG 11/5 MEDFORD	12.00	10/17/2014	01-200-0000-513-000	
	Check Total:	12.00			

Q 10/9/14 1-7

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 2180 869	BRAY & ASSOCIATES INV 869	1,030.00	10/17/2014	Check Sequence: 7 60-310-6010-525-000	ACH Enabled: False
	Check Total:	1,030.00			
Vendor: 1489 7-9/14	CA BUILDING STANDARDS COMMISSION QUARTERLY FEES 7-9/14	34.00	10/17/2014	Check Sequence: 8 01-220-0000-542-001	ACH Enabled: False
	Check Total:	34.00			
Vendor: 3050 42497597 42497597	CHEVRON & TEXACO CARD SERVICES INV 42497597 INV 42497597	54.26 94.70	10/17/2014 10/17/2014	Check Sequence: 9 01-350-0000-520-100 01-200-0000-520-310	ACH Enabled: False
	Check Total:	148.96			
Vendor: 1077 63602 63618	COMPUTER LOGISTICS CORPORATION INV 63602 INV 63618	1,666.67 144.00	10/17/2014 10/17/2014	Check Sequence: 10 01-200-0000-525-001 01-200-0000-517-000	ACH Enabled: False
	Check Total:	1,810.67			
Vendor: UB*00174	LEROY CRABTREE JR OR CITY OF YREKA Refund Check Refund Check	14.56 4.01	10/17/2014 10/17/2014	Check Sequence: 11 70-000-0000-950-000 80-000-0000-950-000	ACH Enabled: False
	Check Total:	18.57			
Vendor: 1490 7-9/14 JUNE 2014	DEPT OF CONSERVATION STRONG MOTION 7-9/14 STRONG MOTION - JUNE 2014 (PENDING)	67.95 73.45	10/17/2014 10/17/2014	Check Sequence: 12 01-220-0000-542-000 01-220-0000-542-000	ACH Enabled: False
	Check Total:	141.40			
Vendor: 2179 7-9/14	DIVISION OF THE STATE ARCHITECT SB 1186 7-9/14	12.60	10/17/2014	Check Sequence: 13 01-220-2021-542-004	ACH Enabled: False
	Check Total:	12.60			
Vendor: 1121 TRNG 10/20-22 TRNG 11/10-21	STEVE FAHRNEY TRNG 10/20-22 MCCLELLAN TRNG 11/10-21 MCCLELLAN	774.00 1,926.00	10/17/2014 10/17/2014	Check Sequence: 14 01-200-6506-513-004 01-200-6506-513-004	ACH Enabled: False
	Check Total:	2,700.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1122 338484	FAIRCHILD MEDICAL CLINICS YPD EXAM - 09/19/14	115.00	10/17/2014	Check Sequence: 15 01-230-0000-525-000	ACH Enabled: False
	Check Total:	115.00			
Vendor: 2024 6293	GERARD PELLETIER TRANSFER (FLEET) INV 6293 ACCT 45	18.00	10/17/2014	Check Sequence: 16 01-350-0000-416-001	ACH Enabled: False
	Check Total:	18.00			
Vendor: 1141 10053	KARL GREINER INV 10053	500.00	10/17/2014	Check Sequence: 17 01-090-0000-525-000	ACH Enabled: False
	Check Total:	500.00			
Vendor: 2142 10/17/14	DOHN HENION OCTOBER 2014 (2)	1,250.00	10/17/2014	Check Sequence: 18 01-040-0000-525-001	ACH Enabled: False
	Check Total:	1,250.00			
Vendor: 23080 38001 38122 38215	JIM WILSON MOTORS INV 38001 INV 38122 INV 38215	601.76 79.35 112.49	10/17/2014 10/17/2014 10/17/2014	Check Sequence: 19 01-350-0000-520-000 01-350-0000-520-000 01-350-0000-520-000	ACH Enabled: False
	Check Total:	793.60			
Vendor: 1184 01102797	LEHR AUTO ELECTRIC INC INV 01102797	561.34	10/17/2014	Check Sequence: 20 01-350-0000-520-000	ACH Enabled: False
	Check Total:	561.34			
Vendor: 1187 TRNG 10/1	LIEBERT, CASSIDY & WHITMORE TRNG 10/1 WEBINAR - BOWLES	55.00	10/17/2014	Check Sequence: 21 01-200-0000-513-000	ACH Enabled: False
	Check Total:	55.00			
Vendor: 1195 1747	EILEEN MAIER INV 1747	195.11	10/17/2014	Check Sequence: 22 01-350-0000-520-000	ACH Enabled: False
	Check Total:	195.11			
Vendor: 1220 N4920198	MAILFINANCE INV N4920198	268.49	10/17/2014	Check Sequence: 23 01-030-0000-526-000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	268.49			
Vendor: 1215	MUNNELL & SHERRILL			Check Sequence: 24	ACH Enabled: False
111663	INV 111663	1,169.06	10/17/2014	01-350-0000-520-000	
	Check Total:	1,169.06			
Vendor: 16030	PACIFIC POWER			Check Sequence: 25	ACH Enabled: False
56810019 9/14	62665681-001 9 9/14	26.92	10/17/2014	70-520-0000-518-001	
56810027 9/14	62665681-002 7 9/14	313.39	10/17/2014	01-400-0000-518-001	
56810035 9/14	62665681-003 5 9/14	24,502.92	10/17/2014	70-510-0000-518-001	
56810043 9/14	62665681-004 3 9/14	25.28	10/17/2014	01-090-0000-518-001	
56810050 9/14	62665681-005 0 9/14	47.53	10/17/2014	01-370-0000-518-001	
56810068 9/14	62665681-006 8 9/14	843.93	10/17/2014	70-510-0000-518-001	
56810076 9/14	62665681-007 6 9/14	7,162.58	10/17/2014	20-312-0000-418-001	
56810100 9/14	62665681-010 0 9/14	372.19	10/17/2014	70-510-0000-518-001	
56810118 9/14	62665681-011 8 9/14	762.78	10/17/2014	01-210-0000-518-001	
56810142 9/14	62665681-014 2 9/14	56.25	10/17/2014	01-400-0000-518-001	
56810217 9/14	62665681-021 7 9/14	54.20	10/17/2014	01-230-0000-518-001	
56810233 9/14	62665681-023 3 9/14	724.63	10/17/2014	01-350-0000-518-001	
56810258 9/14	62665681-025 8 9/14	11,352.86	10/17/2014	80-560-0000-518-001	
56810324 9/14	62665681-032 4 9/14	454.15	10/17/2014	01-470-0000-518-001	
56810332 9/14	62665681-033 2 9/14	1,139.88	10/17/2014	01-480-0000-518-001	
56810340 9/14	62665681-034 0 9/14	23.59	10/17/2014	80-560-0000-518-001	
56810415 9/14	62665681-041 5 9/14	763.56	10/17/2014	01-020-0000-518-001	
56810506 9/14	62665681-050 6 9/14	229.06	10/17/2014	80-550-0000-518-001	
56810514 9/14	62665681-051 4 9/14	804.16	10/17/2014	01-420-0000-518-001	
56810514 9/14	62665681-051 4 9/14	39.88	10/17/2014	20-312-0000-418-001	
56810654 9/14	62665681-065 4 9/14	136.38	10/17/2014	01-400-0000-518-001	
	Check Total:	49,836.12			
Vendor: 1261	JEREMY POTTER			Check Sequence: 26	ACH Enabled: False
TRNG 10/20-22	TRNG 10/20-22 MCCLELLAN	774.00	10/17/2014	01-200-6506-513-004	
	Check Total:	774.00			
Vendor: 2216	RAY MORGAN COMPANY			Check Sequence: 27	ACH Enabled: False
748404	INV 748404	0.05	10/17/2014	01-300-0000-515-000	
748404	INV 748404	1.44	10/17/2014	01-300-0000-515-000	
748404	INV 748404	0.01	10/17/2014	01-220-0000-515-000	
748404	INV 748404	0.05	10/17/2014	01-370-0000-515-000	
748404	INV 748404	8.41	10/17/2014	01-030-0000-515-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
748404	INV 748404	17.34	10/17/2014	01-030-0000-515-000	
748404	INV 748404	0.40	10/17/2014	01-020-0000-515-000	
748404	INV 748404	6.67	10/17/2014	01-020-0000-515-000	
748404	INV 748404	0.01	10/17/2014	01-020-0000-515-000	
748404	INV 748404	40.96	10/17/2014	01-020-0000-515-000	
748404	INV 748404	40.96	10/17/2014	01-020-0000-515-000	
748404	INV 748404	3.67	10/17/2014	01-020-0000-515-000	
748404	INV 748404	3.98	10/17/2014	01-060-0000-515-000	
748404	INV 748404	23.17	10/17/2014	70-500-0000-515-000	
	Check Total:	147.12			
Vendor: UB*00175	AMY RUSS OR NORTHERN CREDIT SERVIC			Check Sequence: 28	ACH Enabled: False
	Refund Check	5.00	10/17/2014	70-000-0000-950-000	
	Refund Check	1.00	10/17/2014	30-000-0000-950-000	
	Refund Check	1.00	10/17/2014	31-000-0000-950-000	
	Refund Check	3.00	10/17/2014	80-000-0000-950-000	
	Check Total:	10.00			
Vendor: 1296	SCORE			Check Sequence: 29	ACH Enabled: False
1415-34	INV 1415-34	66,865.00	10/17/2014	90-110-0000-360-001	
	Check Total:	66,865.00			
Vendor: 19100	SISKIYOU DAILY NEWS			Check Sequence: 30	ACH Enabled: False
7536	NEWS #7536	211.63	10/17/2014	01-020-0000-519-000	
	Check Total:	211.63			
Vendor: 1314	SISKIYOU OPPORTUNITY CENTER			Check Sequence: 31	ACH Enabled: False
11937	INV 11937	282.16	10/17/2014	70-030-0000-526-000	
	Check Total:	282.16			
Vendor: 1317	SISKIYOU TWO-WAY			Check Sequence: 32	ACH Enabled: False
8193	INV 8193	75.00	10/17/2014	01-020-0000-517-000	
8200	INV 8200	75.00	10/17/2014	01-350-0000-517-000	
	Check Total:	150.00			
Vendor: 2127	DAVID SMITH			Check Sequence: 33	ACH Enabled: False
402	INV 402	3,187.50	10/17/2014	01-220-0000-526-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	3,187.50			
Vendor: 2214 513219	SOUTHERN OREGON MEDIA, GROUP INV 513219	202.72	10/17/2014	Check Sequence: 34 80-550-0000-519-000	ACH Enabled: False
	Check Total:	202.72			
Vendor: 1299 3243743366 3243743367 3243743367 3243743367 3243743367 3243743367	STAPLES ADVANTAGE INV 3243743366 INV 3243743367 INV 3243743367 INV 3243743367 INV 3243743367 INV 3243743367	221.27 76.00 76.00 76.00 76.01 76.00	10/17/2014 10/17/2014 10/17/2014 10/17/2014 10/17/2014 10/17/2014	Check Sequence: 35 01-350-0000-515-000 01-300-0000-515-000 01-030-0000-515-000 01-020-0000-515-000 80-550-0000-515-000 70-500-0000-515-000	ACH Enabled: False
	Check Total:	601.28			
Vendor: 1333 32579 32771	STEINHOFF HEAVY EQUIPMENT & REPAIR INV 32579 INV 32771	145.13 41.90	10/17/2014 10/17/2014	Check Sequence: 36 01-350-0000-520-000 01-350-0000-520-000	ACH Enabled: False
	Check Total:	187.03			
Vendor: 1553 TRNG 11/5 TRNG 11/5	TALENT POLICE DEPARTMENT TRNG 11/5 BOWLES TRNG 11/5 BETTS	85.00 85.00	10/17/2014 10/17/2014	Check Sequence: 37 01-200-0000-513-000 01-200-0000-513-000	ACH Enabled: False
	Check Total:	170.00			
Vendor: 20015 5250606 14/15 5250618 14/15	TERMINIX INTERNATIONAL ACCT 5250606 14/15 - FOR 1 YEAR ACCT 5250618 14/15 - FOR 1 YEAR	399.64 380.24	10/17/2014 10/17/2014	Check Sequence: 38 01-020-0000-520-000 01-020-0000-520-000	ACH Enabled: False
	Check Total:	779.88			
Vendor: 1554 RFND TOT	US FISH & WILDLIFE SERVICE REFUND TOT 09/11/14-09/21/14	83.00	10/17/2014	Check Sequence: 39 01-000-0000-813-200	ACH Enabled: False
	Check Total:	83.00			
Vendor: 25090 PO BOX 1005	USPS BOX RENT 11/14-10/15	232.00	10/17/2014	Check Sequence: 40 01-020-0000-515-001	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	232.00			
Vendor: 23008 004498	WAL-MART COMMUNITY INV 004498	32.25	10/17/2014	Check Sequence: 41 01-350-0000-416-000	ACH Enabled: False
	Check Total:	32.25			
Vendor: 1371 4613	WRINKLEDOG INC INV 4613	750.00	10/17/2014	Check Sequence: 42 01-050-0000-525-001	ACH Enabled: False
	Check Total:	750.00			
Vendor: 1375 10/07/14 10/07/14 10/07/14 10/07/14 10/07/14 10/07/14	YREKA FIRE DEPT SEPTEMBER 2014 SEPTEMBER 2014 SEPTEMBER 2014 SEPTEMBER 2014 SEPTEMBER 2014 SEPTEMBER 2014	302.66 187.05 95.10 94.00 66.21 912.00	10/17/2014 10/17/2014 10/17/2014 10/17/2014 10/17/2014 10/17/2014	Check Sequence: 43 01-210-0000-416-000 01-210-0000-416-001 01-210-0000-421-000 01-210-0000-510-000 01-210-0000-515-000 01-210-0000-560-000	ACH Enabled: False
	Check Total:	1,657.02			
	Total for Check Run:	137,740.10			
	Total of Number of Checks:	43			

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
YREKA HELD IN SAID CITY ON OCTOBER 2, 2014

On the 2nd. day of October 2014, the City Council of the City of Yreka met in the City Council Chambers of said City in regular session, and upon roll call, the following were present: Robert Bicego, Bryan Foster, Rory McNeil, John Mercier and David Simmen. Absent – None.

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

- a. Approval/ratification of payments issued from September 19, 2014 thru October 2, 2014.
- b. Approval of Minutes of the meeting held September 18, 2014.
- c. Adopt Resolution finding certain city vehicles as surplus property and authorizing sale by the City Manager.

Mayor Bicego noted a correction to page 2 of the minutes and requested that the minutes be pulled from the consent agenda, as he was not present at the September 18th meeting.

Following Council discussion, Councilmember Mercier moved to approve items a & c on the consent calendar as submitted.

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

Mayor Bicego thereupon declared the motion carried.

Approval of Minutes of the meeting held September 18, 2014.

Following Council discussion, Council Foster moved to approve the Minutes as corrected.

Councilmember McNeil seconded the motion, and upon roll call, the following voted YEA: Foster, McNeil, and Simmen. Abstain – Bicego & Mercier.

Mayor Bicego thereupon declared the motion carried.

Adopt Resolution approving requests associated with special event known as the Yreka Ride on Race to be held at Upper Greenhorn Park on November 2, 2014.

Councilmember Foster reported to the Council that this event will be held the day after his event known as the Southern Oregon Cyclocross Race also at Greenhorn Park. The Ride on Race Series was established in January of 2010 and has been held yearly since then featuring ten races in a season in Shasta, Siskiyou and Tehama Counties. This season there will be 12 races for the Ride on Racers to collect points in their quest to become the series overall champion. In Siskiyou County those races will be the Biketober Fest race in McCloud on October 11, the

Southern Oregon Outlaw Race in Yreka on November 1, the Ride On Race in Yreka on November 2, and the Ride on Race in Mt Shasta on November 9th.

Following Council discussion, Council Member Foster moved to adopt the Resolution as submitted.

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

Mayor Bicego thereupon declared the motion carried.

PUBLIC HEARING – Consideration of revised Community Development Block Grant (CDBG) Program Income Reuse Plan and Housing Program Guidelines.

- Adopt Resolution approving the Community Development Block Grant (CDBG) Program Income Reuse Plan.

City Manager Baker reported that the City has been awarded over the past several decades CDBG funding from the State of California, Department of Housing and Community Development for housing programs, economic development and public improvement projects. Some of this funding has been used to make loans to qualified household and businesses for the purposes of owner housing rehabilitation and business startup and improvement loans that are repaid over time. The income that the City receives from repayment of these loans becomes program income, and is available to the City in use for qualified activities, including program income waiver. The City's Program Income Reuse Plan was most recently updated on January 17, 2013 for administering use of proceeds from this income.

On July 30, 2014, the City was notified of a policy update which requires the adoption of a new Program Income Reuse Plan, to meet the new federal regulations.

This being the time and date set for the public hearing, Mayor Bicego opened discussion to the audience. There being no comments or statements received from the audience, Mayor Bicego closed the public hearing.

Resolution approving the Community Development Block Grant (CDBG) Program Income Reuse Plan.

Mayor Bicego requested that the following language be added to Section 2 at the end of the last sentence "reserving the right to the City Council to approve program acceptable expenditures."

Following Council discussion, Councilmember Simmen moved to adopt the Resolution as amended with the additional language in Section 2.

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

Mayor Bicego thereupon declared the motion carried.

PUBLIC HEARING – Consideration of establishment/modification of definitions and fees for Planning Department Services provided by the City of Yreka.

- Adopt Resolution amending Resolutions #2529 and #2967 establishing definitions and setting fees for services provided by the Yreka Planning Department.

City Manager Baker reported that in September of 2011, the City Council held a workshop focusing on relations between the City and businesses, with a particular focus on the development process. Mark Teague of Pacific Municipal Consultants (PMC), facilitated the workshop, and provided the City with a summary of the Development Services Review.

As part of the recommendations, PMC recommended that the City update its development review process and make amendments overtime amending the application process, establishing fixed fees where feasible, and establishing a link between the fees charged and conditions of approval attached to the project with the size and/or scope of the project.

In April of 2012, at the recommendation of City Staff, the Council adopted Resolution 2967, which established a fixed fee for a Use Permit (\$150.00) and a Boundary Line Adjustment (\$200.00). The advantages of fixed price fees include greater certainty for the person paying the fees and less work on the part of staff to keep tract of billable hours. This process has been well received and has worked great, as most of the Conditional Use Permits issued fit into the category we propose to describe as “Minor Conditional Use Permit”.

However, for more complex applications that require detailed review/approval by professionals such as the City Engineer, Building Official and consultants, we have found that the cost for these services are project/location specific and can vary significantly. In order to enable to Planning Department to recover the costs which are billed to the planning department for these services, staff is requesting to establish new definitions for Conditional Use Permits separating them into three categories “Minor, Moderate, & Major” and establish a “flat fee” / “deposit against actual costs” fee structure for specific permits.

In accordance with the Government Code, the attached Public Hearing Notice was published in the Siskiyou Daily News on September 22 and 29, 2014, and a public information file indicating the amount of cost, or estimated cost, required to provide the service, was made available at City Hall for public review.

If adopted at tonight’s meeting, the effective date of the Resolution will be December 2, 2014, which is 60 days from adoption as required by Government Code.

This being the time and date set for the public hearing, Mayor Bicego opened discussion to the audience. There being no comments or statements received from the audience, Mayor Bicego closed the public hearing.

Resolution amending Resolutions #2529 and #2967 establishing definitions and setting fees for services provided by the Yreka Planning Department.

Following Council discussion, Councilmember McNeil moved to adopt the Resolution as submitted.

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

Mayor Bicego thereupon declared the motion carried.

Adopt Ordinance No. 839 repealing Section 6.08.230 of Chapter 6.08 entitled “Garbage Service Fees” and Section 9.48.190 of Chapter 9.48 entitled “Opium Smoking” of the Yreka Municipal Code and finding the adoption of this Ordinance is to be exempt from CEQA.

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

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

Mayor Bicego thereupon declared the motion carried.

City Treasurer’s Report: Acceptance of:

- Cash Balances Report – July 2014.
- Cash Balances Report – August 2014.
- Budget of Revenue and Expenditures with Year to Date Actuals through August 31, 2014.

Following Council discussion, Councilmember Simmen moved to accept the Treasurer’s reports as submitted.

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

Mayor Bicego thereupon declared the motion carried.

Purchase of Superior Water Rights for Fall Creek including Power Generation Facility – Councilmember Simmen.

Following Council discussion, it was the consensus of the Council to authorize the City Manager to review the specifics of the Klamath Basin Restoration Agreement (KBRA) and the Klamath Hydroelectric Settlement Agreement (KHSAs), assess PacifiCorp’s possible interest, and to report back to Council with the findings.

CLOSED SESSION:

1. Conference with Real Property Negotiator (Government Code Section 54956.8)
 - Property: APN: 061-341-140
 - Third Party Negotiator: Tonya Dowse
 - City Negotiators: Steve Baker, City Manager
 - Under Negotiation: Possible transfer, including price, terms of payment.

2. Conference with Real Property Negotiator (Government Code Section 54956.8)
 - Property: Portion of APN: 013-100-140 & portion of 013-110-130.
 - Third Party Negotiator: Fruit Growers Supply Co.
 - City Negotiators: Steve Baker, City Manager
 - Under Negotiation: Possible purchase, including price, terms of payment, or both.

3. 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 – 2 - 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).

4. Personnel pursuant to Government Code §54957, consider public employee performance evaluation for the position of City Manager.

RETURN TO OPEN SESSION: Upon return to open session, City Manager Baker reported that direction was given to its negotiators, Steve Baker, Rob Bicego and Bryan Foster as to item no. 1, and that no further reportable action was taken in closed session.

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

Attest:

Robert Bicego, Mayor
 Minutes approved by Council
 Motion October 16, 2014

Elizabeth E. Casson, City Clerk



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council

Prepared by: Steve Baker, City Manager 

Agenda title: Approve the Transportation Claim for the 2014/15 Local Transportation Fund and authorize the Mayor to sign the Claim on Behalf of the City.

Meeting date: October 16, 2014

Discussion:

Local Transportation Funds (LTF) are distributed to cities and counties in California because of the Transportation Development Act (TDA) that was passed in the late 1970's to subsidize public transit. The County receives 0.25 cents of each 8.25 cents of State sales tax collected from the County. The major use of the funds is for public transit. However, counties with a population of less than 200,000 are allocated a portion of the funds for streets and roads after the County transit needs are met and a public hearing on Unmet Needs is held. Siskiyou County distributes any remaining funds to the County and the cities in Siskiyou County based on population.

City Council approval is needed on the attached Transportation Claim and the Mayor is required to sign it before the Local Transportation Commission considers it for approval.

Fiscal Impact

The Local Transportation Commission (LTC) staff has estimated that the allocation of LTC revenue for the City of Yreka is \$256,613 for the 2014/15 fiscal year. The County estimates that it will use \$167,376 of the City's allocation for public transit this year. The City claim for streets is therefore \$89,237. The amount that the City will receive may vary because it is based on actual receipts from the State and transit expenses are based on estimates.

Recommendation:

That the City Council approve the attached Transportation Claim for the 2014/15 Local Transportation Fund and authorize the Mayor to sign the Claim on behalf of the City.

Approved by: 
Steven Baker, City Manager

Transportation Claim
2014/2015 Local Transportation Fund

(New X Amended)

To: Siskiyou County Local Transportation Commission

From: City of Yreka
(Claimant)

This applicant, qualified pursuant to section 99203 of the Public Utilities Code, hereby requests, in accordance with the applicable rules and regulations of the Transportation Development Act as enacted and amended by statute to January 1, 2011, that its claim be approved in the amount of:

Two Hundred Fifty Six Thousand Six Hundred Thirteen Dollars \$ 256,613.00

A. Funding Available (Not Claimed)

1. Funds from prior years		
a. Estimated funds with County Auditor (07/01/2014)	\$	21,975.00
2. Current (2014/2015) Estimated Allocations	\$	234,638.00
	\$	<u>256,613.00</u>

B. Total Amount Claimed

1. By Funding Source		
a. Estimated funds with County Auditor (07/01/2014)	\$	21,975.00
b. Current (2014/2015) Estimated Allocations	\$	234,638.00
c. Total Claimed	\$	<u>256,613.00</u>
2. By Purpose		
(Chapter 4, Part 11, Division 10 of P.U.C.)		
a. Public Transit [Art 4, Sec 99260 (a)]	\$	167,376.00
b. Streets/Roads [Art 8, Sec 99400 (a)]	\$	89,237.00
c. Other	\$	<u>-</u>
d. Total Claimed	\$	<u>256,613.00</u>

Transportation Claim
2014/2015 Local Transportation Fund

The claimant herewith recognizes that any allocations for streets and roads will be made in accordance with, but not limited to, Section 99401.5, Article 8, Chapter 4, Part 11, Division 10 of the Public Utilities Code. This section stipulates that the Local Transportation Commission must take certain actions with respect to "Unmet Transit Needs" and whether they are "Reasonable to Meet" before any allocation can be made for other Public Transportation services.

When approved, please transmit this claim for payment from the Local Transportation Fund to the following address:

Siskiyou County Local Transportation Commission
411 4th St
Yreka, CA 96097

Approval of the claim and payment by the County Auditor is subject to such monies being on hand and available for distribution and to the provisions that such monies will be used in accordance with the rules and regulations of the Transportation Development Act.

Approved:

Local Transportation Commission

City of Yreka

By: _____
Executive Director, SCLTC

By: _____
Chairman / Mayor

Date: _____

Date: _____



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Rhetta Hogan
Agenda title: Adopt a Resolution of the City Council of the City of Yreka Approving the Destruction of Certain City Records Identified by the Finance Director
Meeting date: October 16, 2014

Discussion:

Itemized below are records that the Finance Director has identified for destruction. Records containing confidential data, such as payroll information, will be shredded by an appropriate vendor or organization. The California Secretary of State has issued guidelines for records destruction, and the City is generally more conservative in its records retention destruction. I have included excerpts from the Local Government Records Management Guidelines as an attachment for reference.

Identified records, where the Finance Director is requesting destruction:

- Accounts Payable: Records older than July 1, 2007, includes copies of invoices, checks and AP batch reports.
- Cash Receipts: Cash receipt daily batches older than July 1, 2007, includes copies of daily detail and summary ledger reports, and cash receipt advices for utility billing (water, sewer and landfill), building permits, animal and business licenses, and all other cash receipts received by the City.
- Payroll records: Payroll timecards, payroll bi-weekly cycle reports, registers and other payroll related and timecard processing information older than July 1, 2007.
- Payroll annual and quarterly registers: Quarterly summary reports older than December 31, 2004, includes quarterly tax and gross wages summaries.
- General ledger reports: Detail ledger listing of transactions, includes various sorts, periods and aggregations, older than July 1, 2007. Ledger data active and retained electronically on database server through 1998. Does not include summary trial balances.
Please note, that the trial balance, the permanent records of City's total transactions for a fiscal year are being retained, however detail transaction records that arrive at those balances are being identified for destruction.
- General ledger journal entries: Journal entry posting of adjustments to the general ledger older than July 1, 2007, does not include sub ledger interface posting from payroll, accounts payable, accounts receivable, cash receipts, utility billing, animal and business licensing.
- Electronic backup media: Historical backup tapes and diskettes data from (ACS, BRMS) financial systems, and or restoration tape drives are no longer in place, or active, and where software updates have made the data obsolete to restore. Note, both Springbrook and ACS are currently have full backups each night, with a 12-

month monthly, as well as a daily 5-day, rotation of tapes, in the event a restoration is needed of the live and historic data.

- Bank reconciliation: Bank statements, detail reconciliation work papers, cancelled checks and treasurer's monthly and quarterly reports older than July 1, 2007.
- Dog license: Dog license records older than July 1, 2007, includes receipts, registration tickets, sub ledger registers list, billing and adjustments batches pertaining to dog licensing
- Business license: Business license records older than July 1, 2007, includes receipts, registration tickets, sub ledger registers list, billing and adjustments batches pertaining to business licensing
- Water Accounts: Billing registers, customer correspondences, and other collection related information older than July 1, 2007
- Accounts Receivable: Invoice registers, collection receipts, aging lists and customer correspondences older than July 1, 2007; receivable collections includes landfill invoicing records and TOT tax records.
- Parking ticket collections: Citations, collections and customer correspondences relating to parking ticket citations older than July 1, 2007. (Note the City ceased collections of parking tickets in 1998, however some correspondences are dated after that time.)
- Park and recreation correspondences: Miscellaneous desk correspondences, notes, and memorandums of park and recreation manager, records older than July 1, 2007.
- Senior Program: All records for menu plans, meals served, participant registers, transportation routes and appointments, desk memorandums and notes, relating to the operations of the senior programs. Final program monitoring for the grant program was performed July 2009. Note, PSA 2 Area Agency on Housing (grant administrative agency), was notified and approved records destruction. Fiscal reports filed for the Title III grant program, from July 1, 2007 are being retained.

Fiscal Impact:

Estimated \$500-\$1,000 for destruction of confidential information, in departmental budget.

Recommendation and Requested Action:

Adopt a Resolution of the City Council of the City of Yreka approving the Destruction of Certain City Records Identified by the Finance Director

Approved by:



Steven Baker, City Manager

RESOLUTION NO. 2014-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA
APPROVING THE DESTRUCTION OF CERTAIN CITY RECORDS IDENTIFIED BY
THE FINANCE DIRECTOR**

WHEREAS, the Finance Director has requested destruction of certain City documents and records, as hereinafter set forth; and

WHEREAS, the destruction of said records is consented to by the City Attorney;

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

SECTION 1: The Finance Director is hereby authorized to destroy the following records:

Accounts Payable: Records older than July 1, 2007, includes copies of invoices, checks and AP batch reports

Cash Receipts: Cash receipt daily batches older than July 1, 2007, includes copies of daily detail and summary ledger reports, and cash receipt advices for utility billing (water, sewer and landfill), building permits, animal and business licenses, and all other cash receipts received by the City.

Payroll records: Payroll timecards, payroll bi-weekly cycle reports, registers and other payroll related and timecard processing information older than July 1, 2007.

Payroll annual and quarterly registers: Quarterly summary reports older than December 31, 2007, includes quarterly tax and gross wages summaries.

General ledger reports: Detail ledger listing of transactions, includes various sorts, periods and aggregations, older than July 1, 2007. Ledger data active and retained electronically on database server through 1998.

General ledger journal entries: Journal entry posting of adjustments to the general ledger older than July 1, 2007, does not include subledger interface posting from payroll, accounts payable, accounts receivable, cash receipts, utility billing, animal and business licensing.

Electronic backup media: Historical backup tapes and diskettes data from (ACS, BRMS) financial systems, and or restoration tape drives are no longer in place, or active, and where software updates have made the data obsolete to restore. Note, both Springbrook and ACS are currently have full backups each night, with a 12-month monthly, as well as a daily 5-day, rotation of tapes, in the event a restoration is needed of the live and historic data.

Bank reconciliation: Bank statements, detail reconciliation work papers, cancelled checks and treasurer's monthly and quarterly reports older than July 1, 2007.

Dog license: Dog license records older than July 1, 2007, includes receipts, registration tickets, sub-ledger registers list, billing and adjustments batches pertaining to dog licensing.

Business license: Business license records older than July 1, 2007, includes receipts, registration tickets, sub-ledger registers list, billing and adjustments batches pertaining to business licensing.

Water Accounts: Billing registers, customer correspondences, and other collection related information older than July 1, 2007.

Accounts Receivable: Invoice registers, collection receipts, aging lists and customer correspondences older than July 1, 2007; receivable collections includes landfill invoicing records and TOT tax records.

Parking ticket collections: Citations, collections and customer correspondences relating to parking ticket citations older than July 1, 2007. (Note the City ceased collections of parking tickets in 1998, however some correspondences are dated after that time.)

Park and recreation correspondences: Miscellaneous desk correspondences, notes, and memorandums of park and recreation manager, records older than July 1, 2007.

Senior Program: All records for menu plans, meals served, participant registers, transportation routes and appointments, desk memorandums and notes, relating to the operations of the senior programs. Final program monitoring for the grant program was performed July 2009. Note, PSA 2 Area Agency on Housing (grant administrative agency), was notified and approved records destruction. Fiscal reports filed for the Title III grant program, from July 1, 2007 are being retained.

SECTION 2: The City Council hereby expressly determines that said records are no longer required and that the same have no historical value.

PASSED AND ADOPTED 16th day of October 2014 by the following vote:

AYES:
NOES:
ABSENT:

Robert Bicego, Mayor

ATTEST:

Liz Casson, City Clerk



**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

TO: YREKA CITY COUNCIL
PREPARED BY: RHETTA HOGAN, FINANCE DIRECTOR 
AGENDA TITLE: 2013-14 FINAL YEAR END CLOSING BUDGET REVISION
MEETING DATE: THURSDAY, OCTOBER 16, 2014

Discussion:

The City's external auditors, Aiello, Goodrich & Teuscher will be reviewing the City's 2013-14 operating results in October. As part of the audited financial statements, the budget-to-actual audit schedule compares the original budget to the final budget and to actual results for budgetary compliance. The budget revision presented to you today for approval is to modify the 2013-14 operating budget to reflect more closely actual results. This is a common practice. As the City Council, your focus should be where budgeted expenditures have been over-expended and why. A detailed discussed in provided below.

The significant revisions are:

[1] General Operating Fund **01:**

- Overall revenue increase \$103,500.
 - Increase of \$103,500 in revenue for strike team revenue reimbursements.
- Overall expenditure increase of \$112,226.
 - Increase in utilities for parks – metered water \$20,000.
 - Increase in utilities for the Community Theater to keep minimum 55F minimum temperature and pipes from freezing \$14,000.
 - Corresponding to the revenues, the Fire Department increase for Strike team payout and mutual aid reimbursement was \$46,000 and admin allocation to the YVFD was \$21,500.
 - Property Insurance premium, budget was low by \$5,726.
 - Increase in contractual services, general plan housing element update \$5,000.

[2] Donated Funds **-02:**

- Revenue and expense increase of \$2,000 donated for Ringe pool and \$2,000 expense allocation to Splash.
- Increase in expense \$500 for Bo Hitson scholarship award, two awards were given, whereas one was budgeted.

[3] Crandall and Stewart Trust **-04:**

- Revenue increase for gain on sale of assets, Black's and the North Street Apartment buildings \$216,000
- Expense decrease of \$10,000 for the Miner Street mini grant program, fewer awards than budgeted.

- [4] General Fund Reserves Contingency - **08**:
- Expense offset for Worker's Comp decreased \$23,261, net result is an expense increase.
- [5] General Capital Reserves - **09**:
- No adjustments
- [6] General Capital Outlay - **10**:
- Net expenses were reduced by \$115,525, due to residual in unallocated projects and deferral of allocated projects.
- [7] Building Acquisition -11:
- Interfund transfers from reserves from Crandall Trust \$1,300,000 -04 and General Operating Reserves -01 of \$500,000 to the Building Acquisition Fund - 11
 - Increase of \$800,000 to acquire the Whipple building for the new police station.
- [8] Road and Street Funds -**20, 21, 24**:
- Net expenses were reduced by \$415,000.
 - Deferral of the acquisition of the new street sweeper ordered in 13-14, however, not delivered until 14-15, \$235,000, and 20% allocation on a 10-yard dump truck or \$40,000.
 - Deferral into 2014-15 on purchases for supplies for crack sealing and slurry seal program \$78,000.
 - Decrease in budget for contractual and professional services \$64,000, primarily due to the County-wide street assessment through LTC, previously budgeted for \$20,000, MS-4 planning \$30,000 deferred and Storm Drain project engineering \$10,000.
 - Slight increase in capital outlay for LED street lights \$2,000
- [9] Special Revenue Funds, includes Fire Tax – **30** and Development Fees -**32**:
- Acquisition of new fire apparatus, expense \$589,042 and debt financing proceeds \$589,043.
 - Other budget expense increases included legal fees \$1,000 and debt servicing first payment June 2014 with US Bank \$8,000.
 - Development Impact Fees, elimination of interfund borrowing \$56,000 between general fund capital outlay and the impact fees – parks, as no park development fee revenue has been collected since 2007.
- [10] Capital Projects – **60**:
- Transfers in to capital projects increased \$31,500. The water and sewer enterprise funds share of water and sewer line replacement on the Oregon Street STIP project was \$10,000 and \$5,500 respectively. General fund capital reserves contribution to grants increased \$15,000, \$10,000 for PW Admin and \$5,000 for grant backfill. Street funds contribution to capital projects increase \$1,000.
- [11] Enterprise Funds Water: -**70, 71, 72, 74**
- Operating expense budget was reduced \$80,500 due to actual expenses being lower than budget due to deferral of project work on ordinance updates and water master plan updates. This was budgeted for completion in the 14-15 budget.
 - Capital outlay expense budget was reduced \$165,000, again due to actual expenses lower than budget and deferral of projects. Delay of receipt of

equipment order (10-year dump truck) \$80,000, Fairground waterline relocation deferred \$100,000, offset by an increase for engineering plans for the North Street well and pump station \$10,000 and increase on meter replacement project \$5,000.

[12] Enterprise Funds Sewer: **-80, 81, 82, 84**

- Operating expense budget was reduced \$93,723 due to actual expenses being lower than budget due and due to deferral of project work on ordinance updates and water master plan updates. This was budgeted for completion in the 14-16 biannual budget.
- Capital outlay expense budget was reduced \$150,000, again due to actual expenses lower than budget. Delay of receipt of equipment order \$80,000 (10-year dump truck), motor controllers \$10,000, sewer line inspection services \$60,000
-

[13] Interfund Transfers (corresponding increases and decreases between funds):

- Overall increase to transfers in (offsetting transfers out increase) of \$112,500, see descriptions above.
 - Transfer out to Street funds -20 \$25,000 from General Op. Fund -01.
 - Transfer out to Capital Grants -60 from GF Capital Reserves -09 \$15,000.
 - Transfer out to DIF -32 from Capital Reserves -09 for park acquisition \$56,000.
 - Transfers out to Capital Projects -60 for road projects from LTC - 21 for \$1,000.
 - Transfer out from water -71 \$10,000 and sewer -81 \$5,500 their share of water and sewer line replacement on the Oregon Street STIP project -60.

Attached is a recap table of summary changes, followed by a detailed line item budget journal.

Fiscal Impact:

Government-wide budgeted revenues increased \$910,543

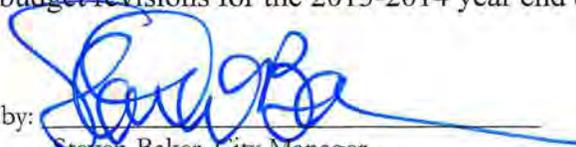
Government-wide budgeted expenses decreased \$524,282

Government-wide transfers, transfers in net increase of \$112,500, correspondingly, transfer out had a net increase of \$112,500.

Recommendation and Requested Action:

That the Council approve the budget revisions for the 2013-2014 year end close.

Approved by:



Steven Baker, City Manager

Budget Revisions
Recap by Fund
10/16/2014
for FY13-14

FUND	Data			
	Sum of REV	Sum of EXP	Sum of RTRANS	Sum of TRANS
01	103,500.00	112,226.00	(500,000.00)	25,000.00
02	2,000.00	2,500.00	-	-
04	216,000.00	(10,000.00)	(1,300,000.00)	-
08	-	23,261.00	-	-
09	-	-	-	71,000.00
10	-	(115,525.00)	-	-
11	-	800,000.00	1,800,000.00	-
20	-	(415,000.00)	25,000.00	-
21	-	-	-	1,000.00
30	589,043.00	598,043.00	-	-
32	-	-	56,000.00	-
60	-	18,000.00	31,500.00	-
70	-	(80,500.00)	-	-
71	-	(165,000.00)	-	10,000.00
80	-	(93,723.00)	-	-
81	-	(150,000.00)	-	5,500.00
Grand Total	910,543.00	524,282.00	112,500.00	112,500.00

General Ledger

Budget Adjustment Detail

User: rietta
 Printed: 10/05/2014 - 4:15PM
 Printed: 2014



Account Number	Account Description	Beginning Budget	Amount	Budget
Date	Transaction Description	Transfer Description		
01-000-0000-760-020	Interfund Transfer Out			75,046.82
10/05/2014	IF Transfers for YE Closing - Street Funds		25,000.00	100,046.82
		75,046.82	25,000.00	100,046.82
01-000-0000-898-011	Interfund Transfers - 11			0.00
07/07/2014	Special Meeting 9/10/13 YPD Building		-500,000.00	-500,000.00
		0.00	-500,000.00	-500,000.00
01-030-0000-107-000	Salary Abatement			0.00
06/27/2014	Transfer Budget Allocation to Fleet from Finance		-10,000.00	-10,000.00
		0.00	-10,000.00	-10,000.00
01-060-0000-526-000	Contractual Services			25,000.00
06/27/2014	Contractual Services General Plan		5,000.00	30,000.00
		25,000.00	5,000.00	30,000.00
01-110-0000-530-003	Property			10,000.00
06/27/2014	SCORE Premium - under estimate actual		5,726.00	15,726.00
		10,000.00	5,726.00	15,726.00
01-210-0000-108-000	Mutual Aid			0.00
10/05/2014	Mutual Aid Reimbursements - strike teams		46,000.00	46,000.00
		0.00	46,000.00	46,000.00
01-210-0000-560-001	Fire Bene Alloc Mutual Aid Adm			0.00
10/05/2014	Mutual Aid Reimbursements - strike teams		21,500.00	21,500.00
		0.00	21,500.00	21,500.00
01-210-0000-881-000	Fire Dept Reimbursements			0.00
10/05/2014	Mutual Aid Reimbursements - strike teams		103,500.00	103,500.00
		0.00	103,500.00	103,500.00
01-350-0000-107-000	Salary Abatement			0.00
06/27/2014	Transfer Budget Allocation to Fleet from finance		10,000.00	10,000.00
		0.00	10,000.00	10,000.00

Account Number	Account Description	Beginning Budget	Amount	Budget
Date	Transaction Description	Transfer Description		
01-400-0000-518-003	Water/Sewer/LFF			70,000.00
06/27/2014	Utilities Water - <i>Park Water Meters</i>		20,000.00	90,000.00
		70,000.00	20,000.00	90,000.00
01-470-0000-518-001	Electric			6,000.00
06/27/2014	YE Closing Budget Adj - <i>increase costs minimum heating level now 50F</i>		4,000.00	10,000.00
		6,000.00	4,000.00	10,000.00
01-470-0000-518-002	Propane			9,000.00
06/27/2014	YE Closing Budget Adj. - <i>increase costs minimum heating level now 50F</i>		10,000.00	19,000.00
		9,000.00	10,000.00	19,000.00
02-200-1006-561-010	Bo Hittson Scholarship			500.00
06/27/2014	YE Closing Revisions - <i>additional scholarship award</i>		500.00	1,000.00
		500.00	500.00	1,000.00
02-420-0000-561-000	Ringe Pool Allocations			0.00
10/05/2014	Donated Ringe Pool - <i>donated</i>		2,000.00	2,000.00
		0.00	2,000.00	2,000.00
02-420-0000-885-000	Donations - Ringe Pool			0.00
10/05/2014	Donated Ringe Pool - <i>expended to SPLASH</i>		2,000.00	2,000.00
		0.00	2,000.00	2,000.00
04-000-0000-883-000	Gain/Loss on Sale Assets			0.00
06/27/2014	Proceeds from the Sale of the Blacks <i>Bldg</i>		141,000.00	141,000.00
06/27/2014	Sale of the North St Apts to Dieter Ruff		75,000.00	216,000.00
		0.00	216,000.00	216,000.00
04-000-0000-898-011	Interfund Transfers - 11			0.00
07/07/2014	Special Meeting 9/10/13 <i>YPD Building</i>		-1,300,000.00	-1,300,000.00
		0.00	-1,300,000.00	-1,300,000.00
04-470-0000-620-100	Yreka Theater Siding			0.00
06/27/2014	Carryover to <u>2014-15</u> <i>(net zero)</i>		0.00	0.00
		0.00	0.00	0.00
04-610-1018-561-000	Community Allocations MiniGrts			25,000.00
06/27/2014	YE Closing Adj - <i>Reduce allocations in 13-14, c/o 14-15</i>		-10,000.00	15,000.00
		25,000.00	-10,000.00	15,000.00
08-110-0000-360-000	Workers Comp - Excess			-60,977.00
06/27/2014	Yearend Closing Revision - <i>lower than budgeted</i>		23,261.00	-37,716.00
		-60,977.00	23,261.00	-37,716.00

Account Number	Account Description	Beginning Budget	Amount	Budget
Date	Transaction Description	Transfer Description		
09-000-0000-760-032	Transfer Out Fund 32			0.00
10/05/2014	IF Closing Yearend - Backfill DIF Loan <i>Mmer st Park approx</i>		56,000.00	56,000.00
		0.00	56,000.00	56,000.00
09-000-0000-760-060	Interfund Transfer Out			80,000.00
10/05/2014	IF Transfers for YE Closing - Capital C <i>Increase Grant Backfill PW Admin</i>		15,000.00	95,000.00
		80,000.00	15,000.00	95,000.00
10-000-0000-620-000	Unallocated Capital Projects			93,025.00
06/27/2014	Release unallocated back to capital reserves <i>unallocated is zero'd out & allocated or released back to reserves</i>		-93,025.00	0.00
		93,025.00	-93,025.00	0.00
10-080-0000-650-000	Mobile Shop Equip Van Bldg Srv			10,000.00
06/27/2014	Mobile Shop Van - <i>Increase, underestimated actual cost</i>		10,000.00	20,000.00
		10,000.00	10,000.00	20,000.00
10-200-0000-650-000	Vehicle Replacement			35,500.00
06/27/2014	Inceptor - Light bar, decal and retrofit <i>increase, underestimated actual cost</i>		4,500.00	40,000.00
		35,500.00	4,500.00	40,000.00
10-210-0000-650-000	Brush Fire Strike Rig (Used)			15,000.00
06/27/2014	Roll over Fire Brush Rig <i>14-15</i>		-15,000.00	0.00
		15,000.00	-15,000.00	0.00
10-300-0000-425-000	Prefunding Grant Eng. and Plan			10,000.00
06/27/2014	Backfill Capital Project Planning - Tra <i>see increase in transfer out \$15,000 & 60-300-0000-107-000 \$10k</i>		-10,000.00	0.00
		10,000.00	-10,000.00	0.00
10-400-0000-450-000	Non Capitalized Equip/Project			20,000.00
06/27/2014	<i>Release playground equipment</i>		-12,000.00	8,000.00
		20,000.00	-12,000.00	8,000.00
11-000-0000-898-001	Interfund Transfers - 01			0.00
07/07/2014	Special Meeting 9/10/13 <i>YPD Building</i>		500,000.00	500,000.00
		0.00	500,000.00	500,000.00
11-000-0000-898-004	Interfund Transfers - 04			0.00
07/07/2014	Special Meeting 9/10/13 <i>YPD Building</i>		1,300,000.00	1,300,000.00
		0.00	1,300,000.00	1,300,000.00
11-200-0911-620-000	YPD Station - Whipple Bldg			0.00
07/07/2014	Council Action and Approval purchase <i>of real property</i>		800,000.00	800,000.00

Account Number	Account Description	Beginning Budget	Amount	Budget
Date	Transaction Description	Transfer Description		
		0.00	800,000.00	800,000.00
20-000-0000-898-001	YE Transfer FR GF 101			75,046.82
10/05/2014	IF Transfers for YE Closing - Street Ft		25,000.00	100,046.82
	<i>increase funding for street sweeping clearing of debris pile</i>	75,046.82	25,000.00	100,046.82
20-300-0000-107-000	Salary Abatement			0.00
10/05/2014	Abatement of Salaries - Street Funds A		4,000.00	4,000.00
	<i>transfer fr street maintenance and storm drain to PW Admin</i>	0.00	4,000.00	4,000.00
20-310-0000-107-000	Salary Abatement			0.00
10/05/2014	Abatement of Salaries - Street Maint		-2,000.00	-2,000.00
	<i>transfer fr street main & storm drain to PW Admin</i>	0.00	-2,000.00	-2,000.00
20-310-0000-420-501	Chip/Slurry Seal Program			50,000.00
06/27/2014	Yearend Closing		-50,000.00	0.00
	<i>no expenses</i>	50,000.00	-50,000.00	0.00
20-310-0000-420-503	Crack Sealing			50,000.00
06/27/2014	Yearend Closing Revisions		-28,000.00	22,000.00
	<i>reduce based on actual expenses</i>	50,000.00	-28,000.00	22,000.00
20-310-0000-525-000	Professional Services			21,000.00
06/27/2014	Yearend Closing Revisions		-19,000.00	2,000.00
	<i>reduce based on actual expenses</i>	21,000.00	-19,000.00	2,000.00
20-310-0000-650-007	10 Yard Dump Truck (20%)			40,000.00
06/27/2014	Yearend Closing Revision - FY 14-15		-40,000.00	0.00
	<i>ordered in 13-4, but not received</i>	40,000.00	-40,000.00	0.00
20-310-1010-526-000	Contract Svcs - Snow Removal			5,000.00
06/27/2014	YE Closing Revision		-5,000.00	0.00
	<i>no snow 13-14</i>	5,000.00	-5,000.00	0.00
20-311-0000-650-000	Street Sweeper - Truck			235,000.00
06/27/2014	Yearend Closing Revision - FY 14-15		-235,000.00	0.00
	<i>ordered but not received in 13-14</i>	235,000.00	-235,000.00	0.00
20-312-0000-650-000	LED Street Light Replace 5-YR			40,000.00
10/05/2014	Capital Outlay Street Lights Increase \$		2,000.00	42,000.00
	<i>2,000</i>	40,000.00	2,000.00	42,000.00
20-313-0000-104-000	Summer Help			0.00
10/05/2014	Abatement of Salaries - Weed control		-600.00	-600.00
	<i>transfer to parking lot</i>			

Account Number	Account Description	Beginning Budget	Amount	Budget
Date	Transaction Description	Transfer Description		
		0.00	-600.00	-600.00
20-314-0000-104-000	Summer Help			0.00
10/05/2014	Abatement of Salaries - Parking Lots		600.00	600.00
	<i>transfer from weed control</i>	0.00	600.00	600.00
20-390-0000-107-000	Salary Abatement			0.00
10/05/2014	Abatement of Salaries - Street Funds S		-2,000.00	-2,000.00
	<i>transfer fr. street maintenance & storm drain to PW Admin</i>	0.00	-2,000.00	-2,000.00
20-390-0000-625-002	S/D Plan Proj Implementation			10,000.00
06/27/2014	Yearend Closing Revision	<i>no expenses, ↓ budget</i>	-10,000.00	0.00
		10,000.00	-10,000.00	0.00
20-390-1024-525-000	Prof Svcs - MS4 Planning			30,000.00
06/27/2014	Yearend Closing Revision	<i>- no expenses, ↓ budget.</i>	-30,000.00	0.00
		30,000.00	-30,000.00	0.00
21-000-0000-760-060	Interfund Transfer Out			8,625.00
10/05/2014	IF Transfers Closing - Backfill Street C	<i>- slight increase</i>	1,000.00	9,625.00
		8,625.00	1,000.00	9,625.00
30-210-0000-525-000	Professional Services			0.00
10/05/2014	YVFD USBANK Financing - legal services on contracts		1,000.00	1,000.00
		0.00	1,000.00	1,000.00
30-210-0000-650-000	Equipment Replacement			0.00
06/27/2014	<i>YVFD Equipment - previously approved</i>		589,043.00	589,043.00
		0.00	589,043.00	589,043.00
30-210-0000-740-001	US Bank Lease - Principal			0.00
10/05/2014	YVFD USBANK Financing - 1st Int. I		8,000.00	8,000.00
	<i>1st lease payment</i>	0.00	8,000.00	8,000.00
30-210-0000-896-000	Proceeds From Capital Lease			0.00
06/27/2014	<i>YVFD Equipment - previously approved</i>		589,043.00	589,043.00
		0.00	589,043.00	589,043.00
32-000-0000-898-009	Interfund Transfer			0.00
10/05/2014	IF Closing Yearend - Backfill DIF Loan		56,000.00	56,000.00
	<i>Minor St Park Annex</i>	0.00	56,000.00	56,000.00
60-000-0000-898-009	Interfund Transfer In - 09			80,000.00

Account Number	Account Description	Beginning Budget	Amount	Budget
Date	Transaction Description	Transfer Description		
10/05/2014	IF Transfers for YE Closing - Capital C		15,000.00	95,000.00
	<i>transfer fr GF Capital Reserves to Special Capital Grants</i>	80,000.00	15,000.00	95,000.00
60-000-0000-898-021	Transfer Local Tran Fund 254			8,625.00
10/05/2014	IF Transfers Closing - Backfill Street C	<i>- small increase</i>	1,000.00	9,625.00
		8,625.00	1,000.00	9,625.00
60-000-0000-898-071	Interfund Transfer - 71			60,000.00
10/05/2014	Oregon STIP - Water Main Replaceme		10,000.00	70,000.00
	<i>water fund share based on actual expense</i>	60,000.00	10,000.00	70,000.00
60-000-0000-898-081	Interfund Transfer - 81			60,000.00
10/05/2014	Oregon STIP - Wastewater Main Repl:		5,500.00	65,500.00
	<i>sewer fund share based on actual expense</i>	60,000.00	5,500.00	65,500.00
60-300-0000-107-000	Salary Abatement			-134,424.07
10/05/2014	Grant Backfill - PW Admin unrecover		-10,000.00	-144,424.07
10/05/2014	PW Admin	<i>increase \$10K, transfer fr GF capital projects</i>	20,000.00	-124,424.07
		-134,424.07	10,000.00	-124,424.07
60-610-3215-526-000	EPA \$400K Brownfields			45,000.00
10/05/2014	Backfill Brownfields Grant - Closeout		8,000.00	53,000.00
	<i>increase for closeouts actual costs</i>	45,000.00	8,000.00	53,000.00
70-300-0000-525-001	Ordinance Update Services			30,500.00
06/27/2014	Yearend Closing Revision - Ordinance		-30,500.00	0.00
	<i>no expenses, dr to zero</i>	30,500.00	-30,500.00	0.00
70-300-0000-525-002	Updates to Water Master Plan			50,000.00
06/27/2014	Yearend Closing Revision - Water Plan		-50,000.00	0.00
	<i>no expenses, dr to zero</i>	50,000.00	-50,000.00	0.00
71-000-0000-760-060	Interfund Transfer Out - 60			60,000.00
10/05/2014	Oregon STIP - Water Main Replaceme		10,000.00	70,000.00
	<i>water fund share based on actual</i>	60,000.00	10,000.00	70,000.00
71-500-0000-450-001	Water Meter Replacement			65,000.00
06/27/2014	Yearend Closing Revision - FY 14-15		-30,000.00	35,000.00
10/05/2014	Water Meter Replacement - Org Budge		35,000.00	70,000.00
	<i>net increase \$5K, based on late orders in 13-14</i>	65,000.00	5,000.00	70,000.00
71-500-0000-625-003	Fairgrounds Water Line Reloc			100,000.00
06/27/2014	Yearend Closing Revision - FY 14-15	<i>no expenses</i>	-100,000.00	0.00
		100,000.00	-100,000.00	0.00

Account Number	Account Description	Beginning Budget	Amount	Budget
Date	Transaction Description	Transfer Description		
71-500-0000-625-011	North Street Pump Improv			0.00
10/05/2014	North St Pump Improvements	<i>, prelim engineering</i>	5,000.00	5,000.00
			0.00	5,000.00
71-500-0000-650-007	10 Yard Dump Truck (40%)			80,000.00
06/27/2014	Yearend Closing Revision - FY 14-15	<i>ordered in 13-14, not received</i>	-80,000.00	0.00
			80,000.00	0.00
71-510-0000-625-003	Alt Water Source - Wells			0.00
10/05/2014	Alt Water Source Wells - North Street	<i>, prelim engineering</i>	5,000.00	5,000.00
			0.00	5,000.00
80-300-0000-525-000	Professional Services			7,500.00
06/27/2014	Yearend Closing Revision - Prof Servi	<i>no expenses, ↓ to 0</i>	-7,500.00	0.00
			7,500.00	0.00
80-300-0000-525-001	Ordinance Update Services			30,500.00
06/27/2014	Yearend Closing Revision - FY 14-15	<i>, no expenses, ↓ to 0</i>	-30,500.00	0.00
			30,500.00	0.00
80-550-0000-420-002	Sewer Line Replacement			20,000.00
06/27/2014	Yearend Closing Revision -	<i>no expenses, ↓ to 0</i>	-20,000.00	0.00
			20,000.00	0.00
80-550-0000-535-001	Fines - State/County/Others			10,000.00
06/27/2014	Yearend Closing Revision	<i>, no expenses, ↓ to 0</i>	-10,000.00	0.00
			10,000.00	0.00
80-550-1023-525-000	Professional Services - FOG			5,000.00
06/27/2014	Yearend Closing Revision - FY 14-15	<i>, no expenses, ↓ to 0</i>	-5,000.00	0.00
			5,000.00	0.00
80-560-0000-450-000	Non Capitalized Equipment			15,723.00
06/27/2014	Yearend Closing Revision	<i>, no expenses, ↓ to 0</i>	-15,723.00	0.00
			15,723.00	0.00
80-560-0000-535-002	Fines - State/County/Others			5,000.00
06/27/2014	Yearend Closing Revision	<i>, no expenses, ↓ to 0</i>	-5,000.00	0.00
			5,000.00	0.00
81-000-0000-760-060	Interfund Transfer Out - 60			60,000.00
10/05/2014	Oregon STIP - Wastewater Main Repl	<i>sewer fund share based on actual cost</i>	5,500.00	65,500.00

Account Number	Account Description	Beginning Budget	Amount	Budget
Date	Transaction Description	Transfer Description		
		60,000.00	5,500.00	65,500.00
81-550-0000-650-003	Sewer Camera with Software			135,000.00
06/27/2014	Yearend Closing Revision - FY 14-15		-60,000.00	75,000.00
		135,000.00	-60,000.00	75,000.00
81-550-0000-650-004	2-3 YARD DUMP TRUCK			80,000.00
06/27/2014	Yearend Closing Revision - FY 14-15		-80,000.00	0.00
	<i>ordered in 13-K, but not received</i>	80,000.00	-80,000.00	0.00
81-560-0000-450-001	Motor Controllers			23,000.00
06/27/2014	Yearend Closing Revision - FY 14-15		-10,000.00	13,000.00
	<i>actual less than budget, & 10K</i>	23,000.00	-10,000.00	13,000.00



**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

To: Yreka City Council
Prepared by: Brian B. Bowles, Chief of Police
Agenda title: Adopt a Resolution authorizing execution of Architectural and/or Engineering Design Services Agreement with Calpo Hom & Dong Architects for the Yreka Police Station retrofit.
Meeting date: October 16, 2014

Discussion:

It is requested that the City Council authorize the City Manager to negotiate and enter into an Architectural and/or Engineering Design Services Agreement with Calpo Hom & Dong (CH&D) Architects for the Yreka Police Department New Building Retrofit.

The City Council has allocated \$1,800,000 for this project. Approximately \$811,000. has been expended/committed for the existing building leaving approximately \$989,000 for the rest of the project. A Request for Proposals (RFP) was put out on June 30, 2014 for Architectural and/or engineering designs teams. We received 4 responses in a timely manner to our RFP.

Staff evaluated the architectural and/or engineering design teams and determined the top two with consideration to relevance too our project and budget. The most qualified firm, Calpo Hom & Dong Architects was selected because of their extensive experience with police buildings.

Fiscal Impact:

The Agreement with Calpo Hom & Dong is not to exceed \$93,420. This amount will be taken out of the money allocated for this project in the capital projects budget.

Recommendation and Requested Action:

That the Council Adopt the Resolution authorizing execution of an Agreement with Calpo Hom & Dong Architects for the Yreka Police Department new building retrofit project.

Approved by: _____


Steven Baker, City Manager

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES

*Calpo Hom & Dong Architects
Yreka Police Department Retrofit*

1. PARTIES:

The parties to this contract are the City of Yreka, a municipal corporation of the State of California Yreka and Calpo Hom & Dong Architects. This AGREEMENT is made and entered into on this ____ day of _____, 2014.

2. SCOPE OF SERVICES:

(a) The design professional services to be provided by Design Professional are described in Exhibit "A" which is made a part of this Agreement as if it were fully set forth at length hereat.

(b) Design Professional represents and warrants that all design professional services shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in paragraph (a).

(c) Design Professional shall furnish all equipment, supplies, and facilities necessary and convenient to perform properly the services required herein. Without limitation, Design Professional shall supply any needed computer equipment.

3. PAYMENT:

(a) Payment for services. The City shall pay for services performed in accordance with this contract according to the payment and fee schedule contained in Attachment A.

(b) Reimbursement of expenses. Design Professional will be reimbursed for actual, reasonable and necessary expenses incurred in the performance of services in accordance with the expense reimbursement schedule included in Attachment A.

(c) Maximum payment. The maximum payment under this contract for services and, if authorized, reimbursement of expenses, shall not exceed \$ 93,420.

(d) Invoices. Design Professional shall submit periodic itemized billings to City's Administrator, allocated by Task according to Exhibit A, Scope of Services and in a form acceptable to City, as well as any documentary evidence required by City. City's Administrator shall review the invoice for accuracy. City shall pay to Design Professional all charges determined to be accurate by City's Administrator in the regular course of business. Payments are subject to a final audit upon completion of services or other termination of this contract.

(e) Audit of Records. Design Professional shall maintain complete and accurate records

of all payrolls, expenditures, disbursements and other cost items charged to the City or establishing the basis for an invoice, for a minimum of four years from the date of final payment to Design Professional. All such records shall be clearly identifiable. Design Professional shall allow City Administrator to inspect, examine, copy and audit such records during regular business hours upon 24 hours notice.

4. TIME FOR PERFORMANCE:

(a) Design Professional will perform the services according to the schedule contained in Attachment A. If the schedule calls for the services to be performed in phases or discrete increments, Design Professional shall not proceed from one phase or increment to the next without written authorization from the Contract Administrator. Design Professional will complete all services by (***)).

(b) Extension of time for unforeseen circumstances. In the event that the Design Professional is unable to meet the completion date or schedule of services, if any, due to circumstances beyond Design Professional's reasonable control, such as war, riots, strikes, lockouts, work slow down or stoppage, except strikes, lockouts, or work slow down or stoppage of Design Professional's employees or subcontractors, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts, Design Professional shall inform the Contract Administrator of the additional time required to perform the work and the Contract Administrator may adjust the schedule.

5. STANDARD OF PERFORMANCE:

(a) Services shall be performed by Design Professional in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of Design Professional's profession currently practicing in California. By delivery of completed work, Design Professional certifies that the work conforms to the requirements of this contract and all applicable federal, state and local laws and the professional standard of care in California.

(b) Design Professional is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state, and local laws and regulations, and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, and other similar information provided by the City relating to site, local, or other conditions is not warranted or guaranteed, either expressly or implied, by the City.

(c) Design Professional's responsibilities under this section are shall not be delegated. Design Professional shall be responsible to the City for acts, errors, or omissions of Design Professional's subcontractors.

(d) Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by the City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this contract and determining whether the Design Professional is entitled to payment for such work, and not be

construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not does not relieve the Design Professional of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Design Professional.

6. INDEPENDENT CONTRACTOR:

Design Professional is an independent contractor. Neither Design Professional nor any of Design Professional's officers, employees, agents or subcontractors, if any, is an employee of the City by virtue of this contract or performance of any work under this contract.

7. ASSIGNMENT:

Design Professional shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this contract without the express written consent of the City in each instance.

8. SUBCONTRACTORS:

(a) City and Design Professional recognize and acknowledge that Design Professional is hereunder employed in a position where Design Professional will be rendering services of a special, unique, unusual and extraordinary character requiring extraordinary ingenuity and effort by Design Professional. The parties hereto recognize that a substantial inducement to City for entering into this Agreement is the reputation, experience, and competence of Design Professional. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Design Professional's duties be delegated, without the express written consent of City. Any attempt to assign or delegate this Agreement without the express written consent of City shall be void and of no force or effect. Consent by City to one assignment shall not be deemed to be consent to any subsequent assignment. Design Professional shall provide qualifications of assignees for review by City, which will not unreasonably withhold consent. Design Professional shall not subcontract any portion of the work to be performed without the prior written authorization of City. If City consents to said subcontract, Design Professional shall be fully responsible to City for all acts or omissions of subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

(b) When subcontracting of Services is permitted, Design Professional shall pay subcontractor within 10 days of receipt of payment by City for work performed by a subcontractor and billed by the Design Professional. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Design Professional to use subcontractors for performance of any service under this contract.

(c) The City is an intended beneficiary of any work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and the City.

9. DESIGN PROFESSIONAL'S EMPLOYEES:

(a) Immigration Reform and Control Act of 1986. Design Professional is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Design Professional's officers, employees, agents and subcontractors that are included in this contract.

(b) Limitation of City Liability. The payment made to Design Professional pursuant to this contract shall be the full and complete compensation to which Design Professional and Design Professional's officers, employees, agents, and subcontractors are entitled for performance of any work under this contract. Neither Design Professional nor Design Professional's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Design Professional. The City shall not be required to pay any workers' compensation insurance on behalf of Design Professional.

(c) Indemnification for Employee Payments. Design Professional agrees to defend and indemnify the City for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which the City may be required to make on behalf of Design Professional or any employee of Design Professional, or any employee of Design Professional construed to be an employee of the City, for work done under this contract. This is a continuing obligation that survives the termination of this contract.

10. FAIR EMPLOYMENT PRACTICES:

(a) Civil Rights Act. Design Professional agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations hereinafter enacted.

(b) Indemnification. To the fullest extent permitted by law and without limitation by the provisions of Section 19 relating to insurance, the Design Professional shall also indemnify, defend and hold harmless the City, and its directors, officers, employees and agents from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Design Professional or any of the Design Professional's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractors of the Design Professional or its subcontractors, the Design Professional shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractors. The provisions of this Section survive completion of the services or termination of the Contract.

11. WORKPLACE CONDUCT AND BEHAVIOR:

Design Professional and Design Professional's officers, employees, agents and subcontractors shall comply with the City's Substance-free Work Place Policy, Information and Communications Systems Policy, and other rules and regulations governing work place safety, conduct, and behavior, for any portion of the work performed on the premises of the City or using City facilities or equipment.

12. OWNERSHIP OF WORK PRODUCT:

Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of the City. Design Professional agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Design Professional makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

13. DELIVERABLES:

All printed material, if any, required to be submitted by Design Professional as a final deliverable and produced using computer software shall include, as part of that deliverable, copies of all pertinent computer files on Compact Discs, IBM format. Documents submitted to City in electronic format shall be formatted according to specifications provided by City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2013) format as appropriate for the particular work product or, if directed by City's Administrator in Adobe Acrobat pdf format.

14. CHANGES IN WORK:

No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the Contract Administrator and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The Contract Administrator may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Design Professional or ordered by the Contract Administrator, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

15. CONFIDENTIALITY:

(a) Confidential Nature of Information. Design Professional shall treat all information obtained from the City in the performance of this contract as confidential and proprietary to the City. Design Professional shall treat all records and work product prepared or maintained by Design Professional in the performance of this contract as confidential.

(b) Limitation on use and disclosure. Design Professional agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Design Professional's scope of work. Design Professional will not disclose any information prepared for the City, or obtained from the City or obtained as a consequence of the performance of work to any person other than the City, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the City.

(c) Security plan. If requested by the Contract Administrator, Design Professional shall prepare a security plan to assure that information obtained from the City or as a consequence of the performance of work is not used for any unauthorized purpose or disclosed to unauthorized persons. Design Professional shall advise the City of any request for disclosure of information or of any actual or potential disclosure of information.

(d) Survival. Design Professional's obligations under this paragraph shall survive the termination of this contract.

16. PROHIBITED INTEREST:

No official or employee of the City who is authorized in such capacity on behalf of the City to negotiate, make, accept, or approve, or take part in negotiating, making, accepting, or approving this contract, shall become directly or indirectly interested in this contract or in any part thereof. No officer or employee of the City who is authorized in such capacity and on behalf of the City to exercise any executive, supervisory, or similar functions in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

17. CONFLICT OF INTEREST:

Design Professional shall not make or participate in making or in any way attempt to use Design Professional's position to influence a governmental decision in which Design Professional knows or has reason to know Design Professional has a direct or indirect financial interest other than the compensation promised by this contract. Design Professional will not have such interest during the term of this contract. Design Professional will immediately advise the City's Administrator and the City Attorney if Design Professional learns of a financial interest of Design Professional's during the term of this contract. If Design Professional's participation in another City project would create an actual or potential conflict of interest, in the opinion of the City, the City may disqualify Design Professional from participation in such other project during the term of this Contract.

18. INDEMNIFICATION:

To the fullest extent permitted by law, Design Professional shall indemnify, defend (at Design Professional's sole cost and expense and with legal counsel approved by City, which approval shall not be unreasonably withheld), protect and hold harmless City and City's Related Parties (collectively, the "Indemnified Parties"), from and against any and all Liabilities of every kind and nature whatsoever (individually, a "Claim"; collectively,

“Claims”) which may arise from or in any manner relate to (directly or indirectly), arise out of or as the result out of the Design Professional’s Activities. Design Professional’s obligations under this section apply regardless of whether or not such Claim, charge, damage, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by Indemnified Parties. However, without affecting the rights of City under any provision of this agreement, Design Professional shall not be required to indemnify and hold harmless Indemnified Parties for liability attributable to the active negligence of Indemnified Parties, provided such active negligence is determined by agreement between parties or by the findings of a court of competent jurisdiction. Instances where Indemnified Parties are shown to have been actively negligent and where Indemnified Parties active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of Indemnified Parties.

Without limiting Design Professional’s obligation to indemnify City upon City’s request, Design Professional shall indemnify, hold harmless, protect and defend with legal counsel acceptable to the City at Design Professional’s sole cost, City from and against all Liabilities, paid, incurred or suffered by, or asserted against City in a judicial, administrative or regulatory forum or otherwise, whether well founded or not, for regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Design Professional or Design Professional’s Related Parties, any of Design Professional’s Activities.

Should conflict of interest principles preclude a single lawyer from representing both Design Professional and Indemnified Parties, or should City find Design Professional’s legal counsel unacceptable, then Design Professional shall reimburse Indemnified parties for their costs of defense, including without limitation, reasonable and necessary attorney’s fees, expert fees and all other costs and fees of litigation. Design Professional shall promptly pay any final judgment rendered against Indemnified Parties covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

For purposes of defense and indemnification relating to this Agreement:

- (1) “Liabilities” means liabilities, lawsuits, claims, judgments, demands, clean-up orders, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs, expenses, loss, penalties and other detriments of every nature and description whatsoever, including all costs and expenses of litigation or arbitration, attorneys fees (whether City’s or Design Professional’s staff attorneys or outside attorneys) and court costs, whether under state or federal law except liabilities caused by the sole negligence or willful misconduct of the indemnified party.
- (2) “City’s Activities” means liability for death or bodily injury to persons, injury to property, or other loss arising out of actions that are the sole negligence, willful

misconduct or defects in design furnished by City or arising from the active negligence of City.

(3) "City and City's Related Parties" means City and City's elected officials, officers, volunteers, representatives, partners, designees, attorneys, employees, agents, successors and assigns, and any lender of City with an interest in the Project that is the subject of this contract.

(3) "Design Professional and Design Professional's Related Parties" includes Design Professional and its respective officers, directors, shareholders, members, partners, agents, employees, subcontractors, consultants, licensees, invitees, guarantors or affiliates. "Affiliates" means a person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Design Professional, where construction or interpretation of "control" shall be governed by Rule 144 of the Securities Act of 1993. Design Professional shall use best efforts, or cause such persons to use best efforts, to provide City's legal counsel all reasonably necessary information relevant to such persons, including proper and legal corporate names and relationship (or lack thereof) to Design Professional's articles of incorporation, certificates of good standing, and other documentation related directly or indirectly to alleged liabilities.

The provisions of this Section 18 shall survive termination of this Agreement and Section 19 relating to insurance does not limit its provisions.

19. INSURANCE

Design Professional shall procure and maintain during the period of performance of this contract and for 24 months following completion, insurance from insurance companies authorized to do business in the State of California, as set forth in this section and Exhibit "B", attached hereto and made a part of this Agreement as if it were fully set forth at length at this point. These policies shall be primary insurance as to the City so that any other coverage held by the City shall not contribute to any loss under Design Professional's insurance.

20. ACCIDENT REPORTS:

Design Professional shall immediately report (as soon as feasible, but not more than 24 hours) to the Contract Administrator and City's Risk Administrator any accident or other occurrence causing injury to persons or property during the performance of this Contract. If required by the City's Risk Administrator, the report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

21. COVENANT AGAINST CONTINGENT FEES:

Design Professional agrees that its firm has not employed or retained any company or person, other than a bona fide employee working for Design Professional, to solicit or secure this contract, and that Design Professional has not paid or agreed to pay any company or person,

other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this contract. For breach or violation of this provision, the City shall have the right to terminate this contract without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. TERMINATION OR ABANDONMENT:

(a) **City's Rights.** The City has the right to terminate or abandon any portion or all of the work by giving 10 days' written notice. Upon receipt of a notice of termination, Design Professional shall perform no further work except as specified in the notice. Before the date of termination, Design Professional shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered. The City shall pay Design Professional for services performed in accordance with this contract before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by the City and Design Professional for the portion of work completed in conformance with this contract before the date of termination. In addition, the City will reimburse Design Professional for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

(b) **Design Professional's Rights.** Design Professional, if Design Professional is not in default or breach, may terminate Design Professional's obligation to provide further services under this contract upon 30 days' written notice only in the event of a material default by the City, which default has not been cured within 30 days following the written notice.

23. SUCCESSORS OR ASSIGNS:

All terms, conditions, and provisions of this contract shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

24. DAMAGE OR LOSS OF EQUIPMENT OR FACILITIES:

(a) **General Obligation.** Design Professional shall pay to the City the replacement cost of any equipment or repair cost of any facilities provided by the City for Design Professional's use in performance of services that is lost or damaged by Design Professional or Design Professional's officers, employees, agents, or subcontractors.

(b) **Keys.** During the term of the contract, Design Professional may be issued keys to City facilities in order to perform the scope of work. Keys shall not be loaned, duplicated, or given to anyone not authorized to have the keys. Design Professional will sign for each key and each key will be returned to the project Administrator when access to that area is no longer authorized, or at the end of the contract term, whichever is applicable. Should keys become lost or stolen, Design Professional shall immediately notify the Contract

Administrator. A charge will be assessed for all expenses incurred by the City, including the replacement of locks, lock cores, keys, and other materials necessary to ensure the City security level is returned to the same level existing prior to the loss of the key(s).

25. ELECTRONIC COMMUNICATIONS:

During the course of this contract, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Design Professional and the City acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses, or similar destructive electronic programs. Design Professional and the City view the issues raised by these viruses seriously and have invested in document and e-mail scanning software that identify and reject files containing known viruses. Design Professional agrees to update its system with the software vendor's most current releases at regular intervals. Because of the virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that its respective communications and documents will be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are virus free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

26. LAWS AND VENUE:

The laws of the State of California govern this contract and disputes arising out of or relating to the contract or the parties' relationship. Any action or proceeding arising out of or relating to the contract or the parties' relationship shall be brought in a state court situated in Siskiyou County, State of California unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395. Any action or proceeding arising out of or relating to the contract or the parties' relationship brought in a federal court shall be in the U.S. District Court, Northern District of California. This Agreement shall be construed in accordance with the laws of the State of California.

27. ADMINISTRATION:

(a) Design Professional's business identification. Design Professional's agent for service of process is Dennis Dong. Design Professional is a California corporation composed of duly licensed professional architects. Design Professional's California Secretary of State's corporate identification number is C1245297. Design Professional's Federal ID Number or Social Security Number under which payments will be reported on a W-9 before the first payment under this agreement is processed.

Design Professional's address is:

2120 20th St. Suite One
Sacramento Ca, 95818

Phone: (916)446-7741

Fax: (916)446-0457

Design Professional's e-mail address is: ddong@chdarchitects.com

(b) City's Representative. The City's representative for administration of this contract is Brian Bowles, Police Chief or his designee, who is the designated Contract Administrator or City Representative. The City may change the Contract Administrator at any time upon notice to the Design Professional.

(c) Design Professional's Representative. The Design Professional's representative for administration of this contract is Dennis Dong who is designated as the Project Administrator. The Design Professional may change the Project Administrator upon written notice to and approval by the Contract Administrator.

(d) Notices. Any notice or instrument required to be given or delivered by law or this contract shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

City:

City of Yreka Police Department
Attn: Brian Bowles, Police Chief
701 4th Street,
Yreka, CA 96097

Design Professional:

Dennis Dong, Principal
Calpo, Hom, & Dong Architects
2120 20th St. Suite One
Sacramento Ca, 95818

Either party may change the address or identity of the person for notices under this paragraph by written notice to the other delivered in accordance with this paragraph.

(e) Routine Administrative Communications. Routine administrative communication required to be in writing may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Design Professional and Contract Administrator.

28. ADVICE OF COUNSEL:

The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. This contract shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract.

29. INDEPENDENT REVIEW:

Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

30. TIME:

Time is of the essence in this contract. Any reference to days means calendar days unless otherwise specifically stated.

31. ASSIGNMENT OF ANTI-TRUST CLAIMS:

The Design Professional offers and agrees to assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, services, or materials pursuant to the contract. This assignment shall become effective at the time the City tenders final payment to Design Professional, without further acknowledgment by the parties. The Design Professional shall have the rights set forth in Sections 4553 and 4554 of the Government Code.

32. TAXES:

The Design Professional shall pay all applicable federal, state, and local excise, sales, business license, consumer use, and other similar taxes required by law for the execution of the work.

33. SEVERABILITY.

If any provision of this Agreement is held to be unenforceable, the remaining provisions of this Agreement are severable and shall remain valid and enforceable.

34. AMENDMENTS.

This Agreement may be amended at any time only by mutual written consent of the parties.

35. WAIVER.

A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

36. COMPLETENESS OF INSTRUMENT.

This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

37. SUPERSEDES PRIOR AGREEMENTS.

It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

38. ATTORNEY'S FEES.

If any action at law or in equity, excepting an action for declaratory relief, is brought to enforce provisions of this Agreement by reason of the alleged failure of the other to perform or keep any provision or this Agreement to be performed or kept, the prevailing party in such action or proceeding (including appeal) shall be entitled to recover court costs and reasonable attorney's fees (including reasonable value of services rendered by attorney's employed by City) which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled. As used herein, the "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

39. COMPLIANCE WITH LAWS.

Design Professional's services hereunder shall be conducted in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the City, State of California, and the United States government. Design Professional agrees to indemnify City against any damages, expenses, or price reductions under this Agreement resulting from Design Professional or Design Professional's lower-tier subcontractors' failure to comply with the above laws and regulations.

40. COUNTERPARTS.

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

41. OTHER DOCUMENTS.

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

42. AUTHORITY.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, estates, or firms represented or purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any stated and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have

breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

IN WITNESS WHEREOF, the parties have executed this contract on the date above written.

“Design Professional”
Calpo Hom & Dong Architects, A
California Corporation

Dennis Dong, Principal

ATTEST:

(Name, Corporate Title)

“CITY”
City of Yreka

Steven W. Baker
City Manager

ATTEST:

Elizabeth E. Casson, City Clerk

Approved as to form:

dohn henion, City Attorney

Exhibit A – Scope of Services, Fee Schedule, Performance Schedule
Exhibit B – City of Yreka Insurance Requirements

EXHIBIT "A"

SCOPE OF WORK, FEE SCHEDULE AND PERFORMANCE SCHEDULE

Work Plan

CH&D will approach the **City of Yreka Police Department New Station Retrofit** Project in a series of Design Phases, with each Phase establishing Project Deliverables. These Phases, as described herein, are intended to keep the District Staff informed as well as involved in the process.

1. Schematic Design

Preliminary and Schematic Design are considered the initial and most important steps in the Design Process. It is this phase which establishes the Design Guidelines for the project. The **CH&D** Team has the acquired expertise to understand, analyze, and prioritize these often complex issues, and to develop realistic, achievable and economically sound solutions.

The Exterior Design, Site Factors, and Environmental Context is taken into consideration at the same time as the Interior Planning for Compatibility, Flexibility and Expandability. Team Meetings, amongst all members including the Owner and Users, establishes a Team Spirit and Enthusiasm towards common established Goals. These Goals are then reinforced with Public Workshops to encourage and foster the Public's Acceptance and Buy-In to the project.

Progress Checkpoints are constant throughout this phase, Brainstorming is used as a means to come to an agreement of Direction for the project.

Time Frame: 6 weeks.

Project Deliverables include the following:

- *Site Analysis*, indicating Site Constraints, Influences, Circulation Patterns, and Adjacent Relationships.
- *Building Footprint Plans*, indicating Area, Floor Plate Layout, and Circulation Patterns.
- *Sketch Elevations and Renderings*, indicating forms and materials.
- *Study Models*, indicating massing of Building.
- *Building Sections*, indicating Building Volumes.
- *Outline Specifications*, establishing material standards.
- *Preliminary Cost Estimate*, based on square footage, indicating any initial cost concerns.

2. Design Development

Design Development establishes the Design Criteria for the project. Goals and Concepts derived from the Preliminary and Schematic Design Phase are expanded on and reviewed for feasibility.

Design Development is the time when the Design can be refined, with all major issues resolved. Team Meetings are essential to establish the coordination and compatibility of interdisciplinary systems within the Design Progress.

Checkpoints remain regular, but less constant throughout this phase. The Owner's review and approval of various systems is necessary to allow progress of the project to continue.

Time Frame: 8 weeks.

Project Deliverables include the following :

- *Site Plan, indicating Site Design, Civil and Landscape Layout.*
- *Floor Plans and Ceiling Plans, indicating all Detail, Finishes, and Dimensions.*
- *Roof Plan, indicating Drainage, Details, and Materials.*
- *Exterior Elevations, indicating forms and materials.*
- *Building and Wall Sections, indicating Building Construction.*
- *Key Details, indicating Design and Aesthetic Criteria.*
- *Structural, Mechanical, and Electrical Layouts, indicating Integration of Systems into Design.*
- *Outline Specifications, describing Materials.*
- *Preliminary Cost Estimate, based on Unit Costs, indicating any initial cost concerns.*

3. Construction Documents

Construction Documents establishes the complete Detailed Involvement of the project, the Contractual Obligations of the Owner and the Contractor, and the basis for obtaining Approvals and Bidding.

Team Meetings occur less frequently, as Design Decisions have been established during the two preceding phases. Team Meetings become a tool of coordination at this point in time.

Progress Checkpoints are used to review the project at 50% complete and 75% complete, in order to assure the established Design is being carried out.

Time Frame: 8 weeks.

Project Deliverables include the following :

- *Complete Architectural Plans.*
- *Complete Structural Plans and Calculations.*
- *Complete Mechanical Plans and Calculations.*
- *Complete Electrical Plans and Calculations.*
- *Complete Civil Plans.*

- *Complete Landscape Plans.*
- *Complete Specifications, CSI Format.*
- *Detailed Cost Estimates, based on Material Takeoffs, at 50% & 90%.*

4. Bidding

The **CH&D** Team will provide assistance during the bidding phase, including participation in Pre-Bid Meeting with contractors; responses to bid questions; preparation of Addenda; and review of Bid results.

Progress Checkpoints are used to review the bidding at Weekly Telecommunications, in order to maintain open lines of communication amongst all Team Members, and for coordination of bid question responses.

Time Frame: 4 weeks.

Project Deliverables include the following:

- *Bid Question Log.*

5. Construction Administration

The **CH&D** Team will provide assistance in interpretation of Construction Drawings, including responses to Request For Information (RFI's); Site visitation and Observation; open dialogue with the General Contractor.

The **CH&D** Team will provide assistance with shop drawing review. Requirements for shop drawings are detailed in the project specifications. Shop Drawing Log will be maintained.

Progress Checkpoints are used to review the project at Weekly Construction Meetings, in order to maintain open lines of communication amongst all Team Members, now inclusive of the Owner and Contractor.

Time Frame: 36 weeks.

Project Deliverables include the following :

- *Site Reports*
- *Submittal Copies and Log*
- *Construction Correspondence (RFI's, Change Proposals, and Weekly Meeting Minutes)*
- *Punch Lists*

6. Post-Construction

CH&D will revisit the project six and eleven months after Acceptance of the Building. This allows us to review any potential warrantee situations, as well as receive Feedback from the

Owner and Users. Owner will be invited to accompany us on our post-construction visits.

Project Deliverables include the following:

- *Site Reports*

Task Budget

The Consultant Fee for the **CH&D** Team is based on the Scope of Work defined in the City of Yreka Request For Proposals, dated June 30, 2014, and assumptions as noted in this proposal.



Yreka Police Department New Station Retrofit

Schematic Design	\$11,520	12.3%
Design Development	\$24,640	26.4%
Construction Documents	\$37,480	40.1%
Bidding	\$ 3,280	3.5%
Construction Administration	\$16,500	17.7%
TOTAL CONSULTANT FEE	\$93,420	100%

Fee Schedule Exclusions

The following items are noted as items not included in the Fee Schedule :

1. Costs for Reprographics Work (ie, printing, copying, etc.).
2. Costs for Permits and Agency Approvals.
3. Topographic Survey of the subject site.
4. Additional Survey information as may be required.
5. Environmental Analyses, Flood Plain Studies, Hydraulic Analyses.
6. Off-Site ROW Improvements.
7. Off-Site Improvements (assume all utilities are adjacent to property).
8. Construction Staking (specified to be provided by General Contractor).
9. As-Built Drawings (specified to be provided by General Contractor).
10. Professional Renderings and/or Models.
11. CEQA compliance.
12. Geotechnical Reports.
13. Toxic Waste Reports

Yreka Police Department New Station Retrofit

Consultant	Hours	Rate	Subtotal	Total
Calpo Hom & Dong Architects				
Principal Architect	8.00	175.00	1,400.00	
Project Manager	40.00	135.00	5,400.00	
Architect/Specification Writer	0.00	115.00	0.00	
Technician	16.00	90.00	1,440.00	
Clerical	16.00	55.00	880.00	
				9,120.00
Bevier Structural Engineering (Structural)				
Principal Structural Engineer	0.00	175.00	0.00	
Project Engineer	0.00	135.00	0.00	
Technician	0.00	90.00	0.00	
Clerical	0.00	55.00	0.00	
				0.00
Sigma Engineering (Mechanical)				
Principal Mechanical Engineer	0.00	175.00	0.00	
Project Engineer	0.00	135.00	0.00	
Technician	0.00	90.00	0.00	
Clerical	0.00	55.00	0.00	
				0.00
Capitol City Design (Electrical)				
Principal Electrical Engineer	0.00	175.00	0.00	
Project Engineer	0.00	135.00	0.00	
Technician	0.00	90.00	0.00	
Clerical	0.00	55.00	0.00	
				0.00
Warren Consulting (Civil)				
Principal Civil Engineer	0.00	175.00	0.00	
Project Engineer	0.00	135.00	0.00	
Technician	0.00	90.00	0.00	
Clerical	0.00	55.00	0.00	
				0.00
Bruce Muramoto Consultant				
Consultant	8.00	150.00	1,200.00	
			0.00	
			0.00	
			0.00	
				1,200.00
Bleckmann Construction Estimating				
Principal Cost Estimator	8.00	150.00	1,200.00	
				1,200.00
SCHEMATIC DESIGN TOTAL				11,520.00

Yreka Police Department New Station Retrofit

Consultant	Hours	Rate	Subtotal	Total
Calpo Hom & Dong Architects				
Principal Architect	8.00	175.00	1,400.00	
Project Manager	32.00	135.00	4,320.00	
Architect/Specification Writer	8.00	115.00	920.00	
Technician	40.00	90.00	3,600.00	
Clerical	8.00	55.00	440.00	
				10,680.00
Bevier Structural Engineering (Structural)				
Principal Structural Engineer	4.00	175.00	700.00	
Project Engineer	8.00	135.00	1,080.00	
Technician	8.00	90.00	720.00	
Clerical	4.00	55.00	220.00	
				2,720.00
Sigma Engineering (Mechanical)				
Principal Mechanical Engineer	4.00	175.00	700.00	
Project Engineer	8.00	135.00	1,080.00	
Technician	16.00	90.00	1,440.00	
Clerical	4.00	55.00	220.00	
				3,440.00
Capitol City Design (Electrical)				
Principal Electrical Engineer	4.00	175.00	700.00	
Project Engineer	8.00	135.00	1,080.00	
Technician	16.00	90.00	1,440.00	
Clerical	4.00	55.00	220.00	
				3,440.00
Warren Consulting (Civil)				
Principal Civil Engineer	4.00	175.00	700.00	
Project Engineer	4.00	135.00	540.00	
Technician	8.00	90.00	720.00	
Clerical	0.00	55.00	0.00	
				1,960.00
Bruce Muramoto Consultant				
Consultant	8.00	150.00	1,200.00	
			0.00	
			0.00	
			0.00	
				1,200.00
Bleckmann Construction Estimating				
Principal Cost Estimator	8.00	150.00	1,200.00	
				1,200.00
DESIGN DEVELOPMENT TOTAL				24,640.00

Yreka Police Department New Station Retrofit

Consultant	Hours	Rate	Subtotal	Total
Calpo Hom & Dong Architects				
Principal Architect	8.00	175.00	1,400.00	
Project Manager	32.00	135.00	4,320.00	
Architect/Specification Writer	24.00	115.00	2,760.00	
Technician	40.00	90.00	3,600.00	
Clerical	8.00	55.00	440.00	
				12,520.00
Bevier Structural Engineering (Structural)				
Principal Structural Engineer	4.00	175.00	700.00	
Project Engineer	8.00	135.00	1,080.00	
Technician	16.00	90.00	1,440.00	
Clerical	4.00	55.00	220.00	
				3,440.00
Sigma Engineering (Mechanical)				
Principal Mechanical Engineer	8.00	175.00	1,400.00	
Project Engineer	16.00	135.00	2,160.00	
Technician	40.00	90.00	3,600.00	
Clerical	8.00	55.00	440.00	
				7,600.00
Capitol City Design (Electrical)				
Principal Electrical Engineer	8.00	175.00	1,400.00	
Project Engineer	16.00	135.00	2,160.00	
Technician	40.00	90.00	3,600.00	
Clerical	8.00	55.00	440.00	
				7,600.00
Warren Consulting (Civil)				
Principal Civil Engineer	4.00	175.00	700.00	
Project Engineer	8.00	135.00	1,080.00	
Technician	8.00	90.00	720.00	
Clerical	4.00	55.00	220.00	
				2,720.00
Bruce Muramoto Consultant				
Consultant	8.00	150.00	1,200.00	
			0.00	
			0.00	
			0.00	
				1,200.00
Bleckmann Construction Estimating				
Principal Cost Estimator	16.00	150.00	2,400.00	
				2,400.00
CONSTRUCTION DOCUMENTATION TOTAL				37,480.00

Yreka Police Department New Station Retrofit

Consultant	Hours	Rate	Subtotal	Total
Calpo Hom & Dong Architects				
Principal Architect	0.00	175.00	0.00	
Project Manager	8.00	135.00	1,080.00	
Architect/Specification Writer	0.00	115.00	0.00	
Technician	4.00	90.00	360.00	
Clerical	4.00	55.00	220.00	
				1,660.00
Bevier Structural Engineering (Structural)				
Principal Structural Engineer	0.00	175.00	0.00	
Project Engineer	4.00	135.00	540.00	
Technician	0.00	90.00	0.00	
Clerical	0.00	55.00	0.00	
				540.00
Sigma Engineering (Mechanical)				
Principal Mechanical Engineer	0.00	175.00	0.00	
Project Engineer	4.00	135.00	540.00	
Technician	0.00	90.00	0.00	
Clerical	0.00	55.00	0.00	
				540.00
Capitol City Design (Electrical)				
Principal Electrical Engineer	0.00	175.00	0.00	
Project Engineer	4.00	135.00	540.00	
Technician	0.00	90.00	0.00	
Clerical	0.00	55.00	0.00	
				540.00
Warren Consulting (Civil)				
Principal Civil Engineer	0.00	175.00	0.00	
Project Engineer	0.00	135.00	0.00	
Technician	0.00	90.00	0.00	
Clerical	0.00	55.00	0.00	
				0.00
Bruce Muramoto Consultant				
Consultant	0.00	150.00	0.00	
			0.00	
			0.00	
			0.00	
				0.00
Bleckmann Construction Estimating				
Principal Cost Estimator	0.00	150.00	0.00	
				0.00
BIDDING TOTAL				3,280.00

Yreka Police Department New Station Retrofit

Consultant	Hours	Rate	Subtotal	Total
Calpo Hom & Dong Architects				
Principal Architect	4.00	175.00	700.00	
Project Manager	40.00	135.00	5,400.00	
Architect/Specification Writer	0.00	115.00	0.00	
Technician	24.00	90.00	2,160.00	
Clerical	8.00	55.00	440.00	
				8,700.00
Bevier Structural Engineering (Structural)				
Principal Structural Engineer	4.00	175.00	700.00	
Project Engineer	4.00	135.00	540.00	
Technician	4.00	90.00	360.00	
Clerical	4.00	55.00	220.00	
				1,820.00
Sigma Engineering (Mechanical)				
Principal Mechanical Engineer	4.00	175.00	700.00	
Project Engineer	8.00	135.00	1,080.00	
Technician	8.00	90.00	720.00	
Clerical	4.00	55.00	220.00	
				2,720.00
Capitol City Design (Electrical)				
Principal Electrical Engineer	4.00	175.00	700.00	
Project Engineer	8.00	135.00	1,080.00	
Technician	8.00	90.00	720.00	
Clerical	4.00	55.00	220.00	
				2,720.00
Warren Consulting (Civil)				
Principal Civil Engineer	0.00	175.00	0.00	
Project Engineer	4.00	135.00	540.00	
Technician	0.00	90.00	0.00	
Clerical	0.00	55.00	0.00	
				540.00
Bruce Muramoto Consultant				
Consultant	0.00	150.00	0.00	
			0.00	
			0.00	
			0.00	
				0.00
Bleckmann Construction Estimating				
Principal Cost Estimator	0.00	150.00	0.00	
				0.00
CONSTRUCTION ADMINISTRATION TOTAL				16,500.00

EXHIBIT "B"
City of Yreka Insurance Requirements For Professional Services

Design Professional shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that arises from or in connection with the performance of the Services hereunder by the Design Professional, his agents, representatives, or employees.

Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Design Professional has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if Design Professional provides written verification it has no employees)*
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Design Professional's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

If the Design Professional maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Design Professional including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Design Professional's insurance (at

least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Design Professional's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Design Professional's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

Design Professional hereby grants to Entity a waiver of any right to subrogation which any insurer of said Design Professional may acquire against the Entity by virtue of the payment of any loss under such insurance. Design Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Design Professional to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Design Professional must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

Verification of Coverage

Design Professional shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity

before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Design Professional's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Design Professional shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Resolution No: 2014-_____

RESOLUTION OF THE CITY OF YREKA AUTHORIZING EXECUTION OF
AN ARCHITECTURAL AND/OR ENGINEERING AGREEMENT WITH
CALPO HOM & DONG ARCHITECTS FOR THE YREKA POLICE
DEPARTMENT NEW STATION RETROFIT.

WHEREAS, the Yreka City Council has programmed and allocated funds for the Yreka Police Department New Station Retrofit; and

WHEREAS, the City of Yreka is a municipal corporation with the legal authority to enter into contracts and agreements in the State of California; and

WHEREAS, the City of Yreka conducted a Request for Proposals (RFP) procedures in accordance with city policy; and received responses from qualified firms; and

WHEREAS, City staff has reviewed the proposals and recommends the firm of Calpo, Hom & Dong for this project.

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

Authorizes the City Manager to negotiate and enter into an Architectural and/or Engineering Design Services Agreement with Calpo Hom & Dong in the amount of \$93,420.

The City Manager or his designee is authorized to execute agreements, other documents and certificates, negotiate changes, 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.

The City Manager or his designee is authorized to negotiate and execute agreement amendments which may be necessary up to a total of 10% of the initial contract without additional Council approval.

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 affected 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.

This resolution shall take effect immediately upon its passage.

Passed and adopted on October 16, 2014 by the following vote:

AYES:

NAYS:

ABSENT:

Robert Bicego,
Mayor

Attest: _____
Elizabeth Casson, City Clerk

THE UNDERSIGNED CERTIFIES THAT THIS A TRUE AND CORRECT COPY OF RESOLUTION NO. 2014-_____ AS ADOPTED BY THE CITY COUNCIL AT ITS MEETING HELD October 16, 2014.

Elizabeth Casson, City Clerk



**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Resolution 2014-__ Authorizing Funding for Siskiyou County Tourism Improvement District Formation
Meeting date: October 16, 2014

Discussion:

In 2011, the City, the City of Mount Shasta and Siskiyou County each respectively received \$35,000 grants from the Community Development Block Grant (CDBG) program for a feasibility study for improving tourism marketing in Siskiyou County. The Final Report for the City's portion of this joint project was presented to the City Council in January 2014.

One of the main findings was a revenue source for improving tourism was necessary. The recommended mechanism was the establishment of a Tourism Improvement District (TID) which have been successful in a number of other counties in California. The typical TID has self-assessments from businesses that benefit from tourism (usually the lodging industry) created through the State law establishing TID's. The feasibility study could not fund the formation of such a district under the CDBG rules.

The motels and hotels have formed a Siskiyou County Tourism Improvement District Steering Committee with the goal of taking the final steps of creating a TID. This involves legal work to set up the District as well as handling the voting of the hotel/motel members who much approve the district by a majority vote.

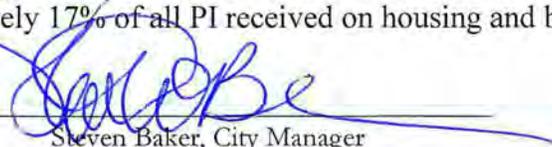
The Steering Committee has already received pledges from the individual hotels towards the formation expenses and is requesting contributions from the City and County as well. The request (attached) from the City of Yreka is \$5,000. Yreka has the largest receipts from Transient Occupancy Taxes in the County.

Staff has been expecting such a request when the hotel industry was ready. Funds from the administrative fees earned from CDBG program income is an appropriate source for this project.

If the District is successfully formed and tourism marketing increased, the hotels should receive additional revenues from tourists. This in turn will increase the City's transient occupancy tax receipts. Given this potential revenue increase, staff is recommending approval.

Fiscal Impact

\$5,000 from the Program Income Administrative Revenue. These funds are earned by retaining administratively 17% of all PI received on housing and business loans and is unrestricted in use.

Approved by: 
Steven Baker, City Manager

(#65-630-0000-525-000 Professional Services) Available funds earned as of 6/30/2014 are \$33,541.32 that are expendable.

Recommendation:

That the City Council approve the attached Resolution Authorizing Funding for Siskiyou County Tourism Improvement District Formation

DRD HOSPITALITY, INC
9950 Koa Lane
Elk Grove, CA 9524
Cell (916) 952-6552 Fax (916) 367-6745
Dhillon.aman2@gmail.com

October 1, 2014

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

Dear Mr. Baker,

I am writing you on behalf of the Siskiyou County Tourism Improvement District Steering Committee in an effort to form a regional Tourism Improvement District that would bring over \$400,000 annually to support tourism initiatives across Siskiyou County.

As you know, we have been working alongside the Siskiyou County Economic Development Council through the planning phases of forming the SCTID and consider the City of Yreka to be a critical partner in the project's success to-date. The SCTID Steering Committee recognizes the value of this partnership and is appreciative of the City's ongoing support and greatly looks forward to your continued involvement.

We would like to share a brief update on recent progress in the formation of the Siskiyou County Tourism Improvement District. Over the last year, there has been tremendous strides made that has garnered the enthusiasm and support of hotel owners across Siskiyou County. Through diligent outreach and planning, we are proud to announce the completion of a planning phase, adoption of a Management District Plan, and the formation of a Steering Committee comprised of devoted business owners across the county.

The next phase is to implement the Management District Plan, which would bring the SCTID into formation. For this phase, the SCTID Steering Committee projects estimate a total project cost of \$35,000 and have received pledges of more than \$15,000 from individual hotels.

To move forward with implementation, we are asking the City of Yreka for your continued support with a \$5,000 contribution. This contribution would go far towards allowing for the procurement of consultants, handling of planning and implementation, and achievement of the goal of establishing this district.

With the successful formation of a Siskiyou County Tourism Improvement District, we are excited to work diligently to improve the tourism industry in Siskiyou County. We believe that each community will see measurable benefits from these additional resources and know Yreka is prepared to be a primary beneficiary of these efforts.

Thank you for your consideration in this request and please do not hesitate to contact myself or the SCEDC at (530) 842-1638 should you have any more questions or need further information.

Sincerely,



Aman Dhillon
Holiday Inn Express Yreka
Baymont Inn Yreka

Sandra Palmer
Best Western Miners Inn

Ben Patel
Super 8 Motel Yreka

Harry Patel
Yreka Rodeway Inn

Vishal Patel
Yreka Comfort Inn

Jason Young
Mt. Shasta Ski Park

Marci Winstad
Mt. Shasta Best Western Treehouse Inn

Keli Anthis
Shasta Inn

Margaret Dean
Hi-Lo Motel Weed

Darlene Mathis
McCloud Mercantile Hotel

RESOLUTION NO. 2014-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA
AUTHORIZING FUNDING FOR SISKIYOU COUNTY TOURISM
IMPROVEMENT DISTRICT FORMATION.

Whereas the City of Yreka has received a request for the Siskiyou County Tourism Improvement District for a contribution of \$5,000 towards formation of a Tourism Improvement District, and

Whereas, a Tourism Improvement District would raise funds for promotion of tourism in Yreka and Siskiyou County, and

Whereas tourism is an important driver of transient occupancy tax and sales tax revenues.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Yreka authorizes the expenditure of \$5,000 in support of the Siskiyou County Tourism Improvement District Steering Committee's efforts to form a Tourism Improvement District; and

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to take such further actions as are necessary or appropriate to further the intent of this resolution.

Passed and adopted this 16th day of October 2014, by the following vote:

AYES:

NAYS:

ABSENT:

Robert Bicego, Mayor

Attest: _____
Elizabeth E. Casson,
City Clerk



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Discussion/Possible Action – Upper Greenhorn Park Host Site construction – Councilmember Foster.
Meeting date: October 16, 2014

Discussion:

Councilmember Foster has requested that this item be placed on tonight's agenda to discuss the first phase of this project - constructing a "Park Host Site" in Upper Greenhorn Park.

Approved by: _____


Steven Baker, City Manager



**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Discussion/Possible Action – Consideration of increasing code enforcement efforts – Councilmember Mercier.
Meeting date: October 16, 2014

Discussion:

Councilmember Mercier has requested the following item to be placed on the October 16, 2014 City Council agenda for discussion:

Discussion/Possible Action - Consideration of increasing code enforcement efforts.

Approved by: _____

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

Steven Baker, City Manager

**2013-2014 Operating Budget of Revenue and Expenditures
with Unaudited Results
June 30, 2014**

Fund Analysis		REVENUE			EXPENSE			Excess of Rev over Exp.-Surplus/ (Deficit)		Based on Operating Budget			Current Cash Balance
		Adopted	Operating Budget	Year to Date	Adopted	Operating Budget	Year to Date	Operating Budget	Net Actual Year to Date	Prelim Close Beginning Working Capital	Operating Budget Net Increase / (Decrease)	Ending Working Capital	
Major Grp	Fund												
Investment in LAIF	00	-	-	-	-	-	-	-	-	-	-	-	-
General Operating	01	4,779,294.00	4,415,028.63	4,741,423.18	4,737,653.29	5,056,957.68	4,881,341.31	(641,929.05)	(139,918.13)	2,904,550.58	(641,929.05)	2,262,621.53	2,152,655.05
General Operating Fund		4,779,294.00	4,415,028.63	4,741,423.18	4,737,653.29	5,056,957.68	4,881,341.31	(641,929.05)	(139,918.13)	2,904,550.58	(641,929.05)	2,262,621.53	2,152,655.05
Gifts Donations	02	500.00	2,500.00	3,366.88	1,200.00	3,700.00	3,575.85	(1,200.00)	(208.97)	27,593.40	(1,200.00)	26,393.40	27,434.43
YVFD Volunter Fund	03	17,500.00	17,500.00	16,275.99	17,500.00	17,500.00	20,060.76	-	(3,784.77)	60,225.34	-	60,225.34	56,440.57
Trusts -Crandell-Stewart	04	5,200.00	(1,078,800.00)	(1,070,566.40)	31,700.00	21,700.00	16,228.86	(1,100,500.00)	(1,086,795.26)	1,910,735.05	(1,100,500.00)	810,235.05	684,572.81
General Fund Reserves	08	(117,051.00)	(117,051.00)	(110,600.19)	(178,028.00)	(98,767.00)	(92,270.48)	(18,284.00)	(18,329.71)	731,485.25	(18,284.00)	713,201.25	713,155.54
Reserves for Cap. Outlay	09	(150,000.00)	(150,000.00)	(101,415.74)	355,000.00	426,000.00	425,366.40	(576,000.00)	(526,782.14)	1,104,253.21	(576,000.00)	528,253.21	580,387.82
Capital Outlay	10	257,500.00	257,500.00	201,415.74	257,500.00	218,350.00	201,415.74	39,150.00	-	-	39,150.00	39,150.00	3,423.13
Construction Fund	11	-	1,800,000.00	1,802,017.76	-	815,000.00	811,687.46	985,000.00	990,330.30	-	985,000.00	985,000.00	1,040,330.30
General Fund - Restricted or Designated		13,649.00	731,649.00	740,494.04	484,872.00	1,403,483.00	1,386,064.59	(671,834.00)	(645,570.55)	3,834,292.25	(671,834.00)	3,162,458.25	3,105,744.60
Total General Fund		4,792,943.00	5,146,677.63	5,481,917.22	5,222,525.29	6,460,440.68	6,267,405.90	(1,313,763.05)	(785,488.68)	6,738,842.83	(1,313,763.05)	5,425,079.78	5,258,399.65
Gas Tax & Traffic Cong.	20	923,016.69	948,016.69	783,848.69	923,016.69	549,862.69	508,948.25	398,154.00	274,900.44	1,895.98	398,154.00	400,049.98	260,824.96
Local Transportation	21	(168,469.87)	(82,884.87)	107,056.94	173,625.00	202,690.00	202,531.27	(285,574.87)	(95,474.33)	449,448.42	(285,574.87)	163,873.55	296,338.18
Fines - Traffic Safety	24	88,000.72	108,000.72	122,403.98	88,000.72	140,416.72	122,223.73	(32,416.00)	180.25	86,148.40	(32,416.00)	53,732.40	86,160.01
Road, Street & Transit - Restricted		842,547.54	973,132.54	1,013,309.61	1,184,642.41	892,969.41	833,703.25	80,163.13	179,606.36	537,492.80	80,163.13	617,655.93	643,323.15
Total Road, Streets and Transit		842,547.54	973,132.54	1,013,309.61	1,184,642.41	892,969.41	833,703.25	80,163.13	179,606.36	537,492.80	80,163.13	617,655.93	643,323.15
Fire Assessment Spec. Rev	30	230,750.00	819,793.00	826,328.70	142,424.90	1,111,432.44	1,106,305.59	(291,639.44)	(279,976.89)	375,220.07	(291,639.44)	83,580.63	77,669.24
Landfill Access Fee - Debt Service	31	216,000.00	216,000.00	221,270.30	181,620.93	181,860.93	181,612.08	34,139.07	39,658.22	(34,659.39)	34,139.07	(520.32)	-
Developer Impact Fees	32	16,000.00	116,300.00	142,129.96	-	-	-	116,300.00	142,129.96	92,194.80	116,300.00	208,494.80	482,483.43
Special Revenue - Restricted		462,750.00	1,152,093.00	1,189,728.96	324,045.83	1,293,293.37	1,287,917.67	(141,200.37)	(98,188.71)	432,755.48	(141,200.37)	291,555.11	560,152.67
Total Special Revenue		462,750.00	1,152,093.00	1,189,728.96	324,045.83	1,293,293.37	1,287,917.67	(141,200.37)	(98,188.71)	432,755.48	(141,200.37)	291,555.11	560,152.67
Spec Grants Capital Outlay	60	2,511,470.00	2,698,066.00	790,248.85	2,511,470.00	2,668,666.00	712,730.68	29,400.00	77,518.17	-	29,400.00	29,400.00	-
Community Development Grants	65	5,950.00	5,950.00	4,403.16	-	-	672.03	5,950.00	3,731.13	250,862.00	5,950.00	256,812.00	289,908.13
Special Grants - Capital Projects		2,517,420.00	2,704,016.00	794,652.01	2,511,470.00	2,668,666.00	713,402.71	35,350.00	81,249.30	250,862.00	35,350.00	286,212.00	289,908.13
Special Grants - Operating & Capital Projects		2,517,420.00	2,704,016.00	794,652.01	2,511,470.00	2,668,666.00	713,402.71	35,350.00	81,249.30	250,862.00	35,350.00	286,212.00	289,908.13
Water Operating	70	1,602,343.05	1,602,343.05	1,113,277.99	1,602,343.05	1,558,113.05	1,328,624.74	44,230.00	(215,346.75)	-	44,230.00	44,230.00	-
Water Capital Projects	71	305,000.00	305,000.00	155,019.90	305,000.00	156,375.00	350,665.87	148,625.00	(195,645.97)	-	148,625.00	148,625.00	12,514.40
Water Debt Servicing	72	262,456.25	262,456.25	261,820.62	262,456.25	262,456.25	148,820.62	-	113,000.00	215,346.75	-	215,346.75	237,046.25
Water Reserves	74	585,700.70	585,700.70	1,329,096.95	-	-	-	585,700.70	1,329,096.95	5,587,286.97	585,700.70	6,172,987.67	6,258,172.03
Water Enterprise		2,755,500.00	2,755,500.00	2,859,215.46	2,169,799.30	1,976,944.30	1,828,111.23	778,555.70	1,031,104.23	5,802,633.72	778,555.70	6,581,189.42	6,507,732.68
Sewer Operating	80	1,715,574.12	1,715,574.12	1,335,669.56	1,715,574.12	1,649,499.12	1,362,672.38	66,075.00	(27,002.82)	-	66,075.00	66,075.00	-
Sewer Capital Outlay	81	3,391,102.52	3,391,102.52	1,773,189.50	3,391,102.52	3,247,202.52	434,283.76	143,900.00	1,338,905.74	-	143,900.00	143,900.00	284,506.20
Sewer Debt Servicing	82	(2,926,258.80)	(2,926,258.80)	79,571.70	(2,926,258.80)	(2,926,258.80)	31,510.51	-	48,061.19	27,002.82	-	27,002.82	110,566.95
Sewer Reserves	84	183,082.16	183,082.16	(790,974.96)	-	-	-	183,082.16	(790,974.96)	3,153,168.83	183,082.16	3,336,250.99	1,299,620.11
Sewer Enterprise Fund		2,363,500.00	2,363,500.00	2,397,455.80	2,180,417.84	1,970,442.84	1,828,466.65	393,057.16	568,989.15	3,180,171.65	393,057.16	3,573,228.81	1,694,693.26
Total Enterprise Funds		5,119,000.00	5,119,000.00	5,256,671.26	4,350,217.14	3,947,387.14	3,656,577.88	1,171,612.86	1,600,093.38	8,982,805.37	1,171,612.86	10,154,418.23	8,202,425.94
Agency Trust - Cash	90	-	-	-	-	-	-	-	-	-	-	-	108,033.13
Agency Funds		-	-	-	-	-	108,033.13						
Total Agency Funds		-	-	-	-	-	108,033.13						
All Funds Combined		13,734,660.54	15,094,919.17	13,736,279.06	13,592,900.67	15,262,756.60	12,759,007.41	(167,837.43)	977,271.65	16,942,758.48	(167,837.43)	16,774,921.05	15,062,242.67

Approval: _____

Robert Bicego, City Mayor

**City of Yreka Financial Statement Groupings
Summary FY 13-14 YTD Fiscal Performance
as of June 30, 2014**



ACCOUNT	DESCRIPTION	Adopted Bdgt	Revised Operating Bdgt	Current Period	Favorable or (Unfavorable)	
I. GENERAL FUNDS						
Revenue						
801	REVENUE: PROP TAXES	940,500.00	940,500.00	990,262.14	49,762.14	
807	MVLF IN LIEU	540,000.00	540,000.00	553,037.94	13,037.94	
810	SALES TAX	1,700,000.00	1,700,000.00	1,857,446.57	157,446.57	
813	REVENUE: TOT TAXES	600,000.00	600,000.00	712,114.54	112,114.54	
814	REVENUE: FRANCHISE FEES	250,000.00	250,000.00	261,606.76	11,606.76	
815	REVENUE - LICENSES AND PERMITS	160,050.00	161,550.00	203,163.93	41,613.93	
825	REVENUE - FINES & FORFEITURES	6,500.00	6,500.00	3,819.41	-2,680.59	
830	REVENUE - USE OF MONEY & PROPERTY	25,000.00	241,000.00	241,981.90	981.90	
850	REVENUE - INTERGOVERNMENTAL	136,000.00	147,048.63	148,045.55	996.92	
870	REVENUE - USER FEES AND CHARGES	46,025.00	54,525.00	72,391.36	17,866.36	
880	ICA ALLOCATION	367,868.00	367,868.00	291,193.92	-76,674.08	
882	REVENUE - OTHER	21,000.00	137,686.00	144,835.44	7,149.44	
898	INTERFUND TRANSFERS	0.00	-1,800,000.00	-1,800,000.00	0.00	
1. GENERAL FUNDS	Revenue	Totals	4,792,943.00	3,346,677.63	3,679,899.46	333,221.83
Expense						
100	MAYOR, COUNCIL, CITY MANAGER, CLERK	329,038.40	333,988.40	329,711.43	4,276.97	
110	EXP. GENERAL GOVERNMENT	563,742.31	591,408.31	536,124.37	55,283.94	
200	PUBLIC SAFETY - POLICE	2,325,128.93	2,446,537.56	2,402,151.11	44,386.45	
210	PUBLIC SAFETY - FIRE	343,313.39	458,151.15	424,193.11	33,958.04	

Thursday, October 09, 2014

Page 1 of 9

ACCOUNT	DESCRIPTION	Adopted Bdgt	Revised Operating Bdgt	Current Period	Favorable or (Unfavorable)	
220	PLANNING AND DEVELOPMENT	452,513.59	450,705.59	430,085.97	20,619.62	
300	PUBLIC WORKS - ENGINEERING AND ADMIN	65,177.96	56,467.96	51,778.34	4,689.62	
350	PUBLIC WORKS - MECHANICAL MAINTENANC	137,736.20	172,344.20	150,354.01	21,990.19	
370	PUBLIC WORKS - SERVICE CENTER (ELIM)	0.00	0.00	0.00	0.00	
400	CULTURAL & REC - PARKS AND REC	392,326.97	420,414.97	419,982.08	432.89	
645	CAPITAL OUTLAY	95,500.00	101,375.00	98,821.40	2,553.60	
740	PRINCIPAL ON LT DEBT	0.00	0.00	0.00	0.00	
760	INTERFUND TRANSFERS	518,047.54	614,047.54	612,516.62	1,530.92	
1. GENERAL FUNDS	Expense	Totals	5,222,525.29	5,645,440.68	5,455,718.44	189,722.24
1. GENERAL FUNDS	Net Position Change		-429,582.29	-2,298,763.05	-1,775,818.98	522,944.07

Thursday, October 09, 2014

Page 2 of 9

ACCOUNT	DESCRIPTION	Adopted Bdgt	Revised Operating Bdgt	Current Period	Favorable or (Unfavorable)
Summary for 'Auditor Fund' = 1. GENERAL FUNDS (954 detail records)					
11. GENERAL BUILDING ACQUS					
Revenue					
830	REVENUE - USE OF MONEY & PROPERTY	0.00	0.00	2,017.76	2,017.76
898	INTERFUND TRANSFERS	0.00	1,800,000.00	1,800,000.00	0.00
11. GENERAL BUILDING ACQ	Revenue	Totals	0.00	1,800,000.00	1,802,017.76
Expense					
645	CAPITAL OUTLAY	0.00	815,000.00	811,687.46	3,312.54
11. GENERAL BUILDING ACQ	Expense	Totals	0.00	815,000.00	811,687.46
11. GENERAL BUILDING ACQ	Net Position Change		0.00	990,330.30	5,330.30

Thursday, October 09, 2014

Page 3 of 9

ACCOUNT	DESCRIPTION	Adopted Bdgt	Revised Operating Bdgt	Current Period	Favorable or (Unfavorable)
Summary for 'Auditor Fund' = 11. GENERAL BUILDING ACQUISITION AND CONSTRUCTION (17 detail records)					
2. STREETS FUNDS					
Revenue					
825	REVENUE - FINES & FORFEITURES	0.00	20,000.00	34,132.49	14,132.49
830	REVENUE - USE OF MONEY & PROPERTY	500.00	500.00	1,241.58	741.58
850	REVENUE - INTERGOVERNMENTAL	397,000.00	482,585.00	508,764.15	26,179.15
870	REVENUE - USER FEES AND CHARGES	7,000.00	7,000.00	6,531.64	-468.36
882	REVENUE - OTHER	0.00	0.00	533.73	533.73
898	INTERFUND TRANSFERS	438,047.54	463,047.54	462,106.02	-941.52
2. STREETS FUNDS	Revenue	Totals	842,547.54	973,132.54	1,013,309.61
Expense					
300	PUBLIC WORKS - ENGINEERING AND ADMIN	40,149.25	45,199.25	45,118.96	80.29
310	PUBLIC WORKS - STREET MAINTENANCE	238,772.68	136,404.68	134,552.09	1,852.59
311	PUBLIC WORKS - STREET SWEEPING	81,026.82	117,349.82	97,573.42	19,776.40
312	PUBLIC WORKS - STREET LIGHTING	117,347.79	118,484.79	102,403.87	16,080.92
313	PUBLIC WORKS - WEED CONTROL STREETS	9,981.83	9,669.83	8,160.23	1,509.60
314	PUBLIC WORKS - PUBLIC PARKING LOTS	1,020.00	1,620.00	1,532.88	87.12
320	PUBLIC WORKS - TRAFFIC SAFETY	88,000.72	89,416.72	71,229.33	18,187.39
340	TRANSPORTATION	165,000.00	193,065.00	193,065.00	0.00
390	PUBLIC WORKS - STORM DRAINS	119,718.32	79,134.32	78,400.87	733.45
645	CAPITAL OUTLAY	315,000.00	93,000.00	92,200.33	799.67
760	INTERFUND TRANSFERS	8,625.00	9,625.00	9,466.27	158.73
2. STREETS FUNDS	Expense	Totals	1,184,642.41	892,969.41	833,703.25
2. STREETS FUNDS	Net Position Change		-342,094.87	80,163.13	179,606.36

Thursday, October 09, 2014

Page 4 of 9

ACCOUNT	DESCRIPTION	Adopted Bdgt	Revised Operating Bdgt	Current Period	Favorable or (Unfavorable)	
Summary for 'Auditor Fund' = 2. STREETS FUNDS (301 detail records)						
3. SPECIAL REVENUE FUNDS						
Revenue						
811	OTHER TAXES	230,000.00	230,000.00	236,571.26	6,571.26	
815	REVENUE - LICENSES AND PERMITS	16,000.00	60,300.00	85,420.63	25,120.63	
830	REVENUE - USE OF MONEY & PROPERTY	750.00	750.00	1,725.35	975.35	
870	REVENUE - USER FEES AND CHARGES	216,000.00	216,000.00	221,270.30	5,270.30	
896	LEASE PROCEEDS	0.00	589,043.00	589,043.00	0.00	
898	INTERFUND TRANSFERS	0.00	56,000.00	55,698.42	-301.58	
3. SPECIAL REVENUE FUNDS	Revenue	Totals	462,750.00	1,152,093.00	1,189,728.96	37,635.96
Expense						
100	COLLECTION EXPENSE	13,241.86	13,721.86	13,261.51	460.35	
210	PUBLIC SAFETY - FIRE	0.00	1,000.00	740.10	259.90	
645	CAPITAL OUTLAY	0.00	589,043.00	589,043.00	0.00	
740	PRINCIPAL ON LT DEBT	180,779.41	559,503.95	559,028.91	475.04	
745	INTEREST ON LT DEBT	130,024.56	130,024.56	125,844.15	4,180.41	
3. SPECIAL REVENUE FUNDS	Expense	Totals	324,045.83	1,293,293.37	1,287,917.67	5,375.70
3. SPECIAL REVENUE FUNDS	Net Position Change		138,704.17	-141,200.37	-98,188.71	43,011.66

Thursday, October 09, 2014

Page 5 of 9

ACCOUNT	DESCRIPTION	Adopted Bdgt	Revised Operating Bdgt	Current Period	Favorable or (Unfavorable)	
Summary for 'Auditor Fund' = 3. SPECIAL REVENUE FUNDS (54 detail records)						
4. CAPITAL & CDBG GRANTS						
Revenue						
830	REVENUE - USE OF MONEY & PROPERTY	5,950.00	5,950.00	7,623.68	1,673.68	
850	REVENUE - INTERGOVERNMENTAL	2,302,845.00	2,457,941.00	548,049.49	-1,909,891.51	
898	INTERFUND TRANSFERS	208,625.00	240,125.00	238,978.84	-1,146.16	
4. CAPITAL & CDBG GRANTS	Revenue	Totals	2,517,420.00	2,704,016.00	794,652.01	-1,909,363.99
Expense						
200	PUBLIC SAFETY - POLICE	0.00	30,096.00	30,096.00	0.00	
300	PUBLIC WORKS - ENGINEERING AND ADMIN	0.00	12,100.00	11,091.73	1,008.27	
310	PUBLIC WORKS - STREET MAINTENANCE	0.00	25,000.00	2,485.35	22,514.65	
390	PUBLIC WORKS - STORM DRAINS	7,520.00	7,520.00	86.78	7,433.22	
600	COMMUNITY DEVELOPMENT	78,750.00	86,750.00	85,913.07	836.93	
645	CAPITAL OUTLAY	2,425,200.00	2,525,200.00	583,729.78	1,941,470.22	
799	ICA EXPENSE	0.00	0.00	0.00	0.00	
4. CAPITAL & CDBG GRANTS	Expense	Totals	2,511,470.00	2,686,666.00	713,402.71	1,973,263.29
4. CAPITAL & CDBG GRANTS	Net Position Change		5,950.00	17,350.00	81,249.30	63,899.30

Thursday, October 09, 2014

Page 6 of 9

ACCOUNT	DESCRIPTION	Adopted Bdgt	Revised Operating Bdgt	Current Period	Favorable or (Unfavorable)
Summary for 'Auditor Fund' = 4. CAPITAL & CDBG GRANTS (307 detail records)					
5. WATER FUNDS					
Revenue					
830	REVENUE - USE OF MONEY & PROPERTY	12,000.00	12,000.00	14,985.97	2,985.97
850	REVENUE - INTERGOVERNMENTAL	0.00	0.00	686.98	686.98
870	REVENUE - USER FEES AND CHARGES	2,743,500.00	2,743,500.00	2,839,282.03	95,782.03
882	REVENUE - OTHER	0.00	0.00	4,260.48	4,260.48
898	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
5. WATER FUNDS	Revenue Totals	2,755,500.00	2,755,500.00	2,859,215.46	103,715.46
Expense					
100	COLLECTION EXPENSE	136,484.26	139,484.26	124,371.09	15,113.17
300	ENGINEERING	130,065.70	50,615.70	38,681.04	11,934.66
495	DEPRECIATION EXPENSE	0.00	0.00	281,221.28	-281,221.28
500	WATER DISTRIBUTION EXPENSE	331,815.33	336,195.33	285,358.96	50,836.37
510	WATER TREATMENT AND CONSERVATION	565,950.76	593,790.76	465,334.40	128,456.36
510	COST OF POWER AND WATER	260,500.00	260,500.00	271,124.24	-10,624.24
645	CAPITAL OUTLAY	245,000.00	86,375.00	85,575.31	799.69
690	CAPITALIZATION OF ASSETS	0.00	0.00	-85,575.31	85,575.31
740	PRINCIPAL ON LT DEBT	113,000.00	113,000.00	0.00	113,000.00
745	INTEREST ON LT DEBT	149,456.25	149,456.25	148,820.62	635.63
760	INTERFUND TRANSFERS	60,000.00	70,000.00	69,444.59	555.41
799	ICA EXPENSE	177,527.00	177,527.00	143,755.01	33,771.99
5. WATER FUNDS	Expense Totals	2,169,799.30	1,976,944.30	1,828,111.23	148,833.07
5. WATER FUNDS	Net Position Change	585,700.70	778,555.70	1,031,104.23	252,548.53

Thursday, October 09, 2014

Page 7 of 9

ACCOUNT	DESCRIPTION	Adopted Bdgt	Revised Operating Bdgt	Current Period	Favorable or (Unfavorable)
Summary for 'Auditor Fund' = 5. WATER FUNDS (285 detail records)					
6. SEWER FUNDS					
Revenue					
830	REVENUE - USE OF MONEY & PROPERTY	0.00	0.00	6,283.32	6,283.32
870	REVENUE - USER FEES AND CHARGES	2,363,500.00	2,363,500.00	2,390,873.48	27,373.48
882	REVENUE - OTHER	0.00	0.00	299.00	299.00
898	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
6. SEWER FUNDS	Revenue Totals	2,363,500.00	2,363,500.00	2,397,455.80	33,955.80
Expense					
100	COLLECTION EXPENSE	100,556.08	103,316.08	86,162.72	17,153.36
300	ENGINEERING	106,492.96	70,292.96	54,912.60	15,380.36
495	DEPRECIATION EXPENSE	0.00	0.00	356,518.24	-356,518.24
510	COST OF POWER AND WATER	214,000.00	214,000.00	214,795.90	-795.90
550	WASTEWATER COLLECTION EXPENSE	249,262.55	218,822.55	206,786.34	12,036.21
560	WASTEWATER TREATMENT EXPENSE	777,921.53	765,726.53	664,941.43	100,785.10
645	CAPITAL OUTLAY	3,293,102.52	3,153,702.52	1,756,693.60	1,397,008.92
690	CAPITALIZATION OF ASSETS	0.00	0.00	-1,756,693.60	1,756,693.60
740	PRINCIPAL ON LT DEBT	73,447.66	73,447.66	0.00	73,447.66
745	INTEREST ON LT DEBT	53,396.06	53,396.06	31,510.51	21,885.55
760	INTERFUND TRANSFERS	60,000.00	65,500.00	65,400.00	100.00
799	ICA EXPENSE	190,341.00	190,341.00	147,438.91	42,902.09
6. SEWER FUNDS	Expense Totals	5,118,520.36	4,908,545.36	1,828,466.65	3,080,078.71
6. SEWER FUNDS	Net Position Change	-2,755,020.36	-2,545,045.36	568,989.15	3,114,034.51

Thursday, October 09, 2014

Page 8 of 9

<i>ACCOUNT</i>	<i>DESCRIPTION</i>	<i>Adopted Bdgt</i>	<i>Revised Operating Bdgt</i>	<i>Current Period</i>	<i>Favorable or (Unfavorable)</i>
<i>Summary for 'Auditor Fund' = 6. SEWER FUNDS (248 detail records)</i>					
Grand Total		2,796,342.65	3,123,939.95	-977,271.65	-4,101,211.60