

YREKA CITY COUNCIL  
AGENDA

October 17, 2013 – 6:30 P.M.

Yreka City Council Chamber 701 Fourth Street, Yreka, CA

The full agenda packet can be found on the City's website [www.ci.yreka.ca.us/council](http://www.ci.yreka.ca.us/council)

PLEDGE OF ALLEGIANCE

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

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

1. Discussion/Possible Action - Consent Calendar: All matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion or a member of the audience wishes to comment on an item. The City Manager recommends approval of the following consent calendar items:
  - a. Approval of Minutes of the meeting held October 3, 2013.
  - b. Approval/ratification of payments issued from October 4, 2013 through October 17, 2013.
  - c. Approval of Treasurer's Report and Operating Budget of Revenue and Expenditures with Actual for the Month of August 2013.
2. Discussion/Possible Action – Adopt Resolution No 3033 approving requests associated with the Special Event known as the Chris Lopez Classic to be held at Upper & Lower Greenhorn Park on June 14, 2014.
3. Discussion/Possible Action – Approval of appointment of Dave LaMarr to the Yreka Volunteer Fire Department.
4. Discussion/Possible Action – Adopt Resolution No. 3032 authorizing the City to accept Federal-Aid Funds, authorize funding agreements, and designating representatives to sign related documents.
5. Discussion/Possible Action – Adopt Resolution No. 3034 approving the execution of the Memoranda of Understanding signed by the Yreka Police Officer's Association and the Yreka Police Sergeant's Association.
6. Discussion/Possible Action – Approval of Appointments to the Yreka Planning Commission – Mayor Simmen.

7. City Manager Report:  
Accomplishment Report from Brownfields Grant.

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 negotiator: Steven Baker  
Employee Organizations: Yreka Management Team Association, Confidential Unit, Yreka City Employees Association, and the Yreka Police Administration Unit.
2. Conference with Legal Counsel - Anticipated Litigation  
Initiation of litigation pursuant to Subdivision (c) of Section 54956.9 of the Government Code:  
(Number of cases to be discussed – 1 - The names of the parties are not disclosed as it is believed that that to do so would jeopardize the City's ability to serve process or to conclude existing settlement negotiations to the City's advantage).
3. Pending Litigation: Conference with Legal Counsel pursuant to Government Code § 54959.9 -  
On the Matter of City of Yreka v. Kimberlee Abbott, et al. - Siskiyou County Superior Court  
Case No.11-1001.

**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](mailto:casson@ci.yreka.ca.us).*

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF  
YREKA HELD IN SAID CITY ON OCTOBER 3, 2013

On the 3<sup>rd</sup> day of October 2013, the City Council of the City of Yreka met in the City Council Chambers of said City in regular session, and upon roll call, the following were present: Robert Bicego, Bryan Foster, Rory McNeil, and John Mercier. Absent – David Simmen.

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

- a. Approval of Minutes of the regular meeting held September 5, 2013 and of the special meeting held September 11, 2013.
- b. Approval/ratification of payments issued from September 6, 2013 through September 19, 2013.
- c. Approval/ratification of payments issued from September 20, 2013 through October 3, 2013.
- d. Approval of Treasurer's Report and Operating Budget of Revenue and Expenditures with Actual for the Month of July 2013.
- e. Approval of Transportation Claim for the 2013/2014 Local Transportation Fund and authorize the Mayor to sign the Claim on behalf of the City.

Councilmember Foster requested item d be pulled for discussion.

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

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

Mayor Pro-tempore Bicego thereupon declared the motion carried.

Approval of Treasurer's Report and Operating Budget of Revenue and Expenditures with Actual for the Month of July 2013.

Following Council discussion, Councilmember Foster moved to approve the Treasurer's Report and Operating Budget of Revenue and Expenditures with Actual for the Month of July 2013. as submitted.

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

Mayor Pro-tempore Bicego thereupon declared the motion carried.

Approval of all checks payable to Siskiyou County Economic Development Council from September 20, 2013 through October 3, 2013.

Council Member Mercier announced his recusal stating that he has a conflict of interest with the warrants listed by reason of his employment relationship with Siskiyou County Economic Development Council, and therefore recused himself and left the Council Chamber.

Following Council discussion, Councilmember Foster moved to approve the warrants payable to Siskiyou County Economic Development Council as submitted.

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

Mayor Pro-tempore Bicego thereupon declared the motion carried. Councilmember Mercier returned to his chair at the Council table.

#### Presentation by the Siskiyou Economic Development Council

Tonya Dowse, Executive Director of the Siskiyou Economic Development Council addressed the Council to provide a brief update on their economic development activities and the status the Enterprise Zone Program.

#### **CLOSED SESSION:**

1. Conference with Labor Negotiator Government Code Section 54957.6 (a)  
 Agency negotiators: Steven Baker  
 Employee Organizations: Yreka Police Administration Unit, Yreka Police Sergeants Association, and the Yreka Police Officer's Association.
2. Conference with Legal Counsel - Anticipated Litigation  
 Initiation of litigation pursuant to Subdivision (c) of Section 54956.9 of the Government Code: (Number of cases to be discussed – 1 - The names of the parties are not disclosed as it is believed that that to do so would jeopardize the City's ability to serve process or to conclude existing settlement negotiations to the City's advantage).
3. Conference with Real Property Negotiator (Government Code Section 54956.8)  
 Property: Assessor Parcel No. 013-110-130 & 140  
 Third Party Negotiator: Larry Jellison  
 City Negotiators: City Manager  
 Under Negotiation: Possible lease/purchase including price, terms of payment.

**RETURN TO OPEN SESSION:** Upon return to open session, City Manager Baker reported out the following:

As to item #1 Council gave direction to staff to place agreements with the Yreka Police Officer's Association and Yreka Police Sergeants Association on the next agenda for formal approval. The Council gave direction to staff regarding the Yreka Police Administration Unit.

As to item #3, Council gave direction to staff and no further reportable action was taken in closed session.

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

Attest:

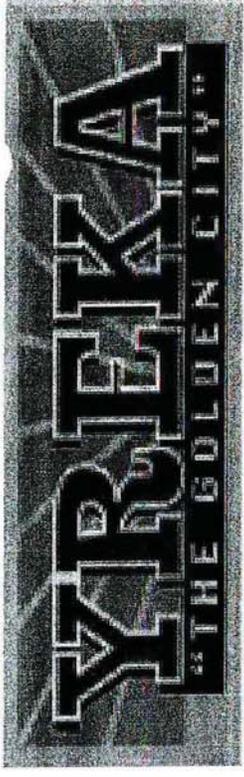
\_\_\_\_\_  
David Simmen, Mayor  
Minutes approved by Council  
Motion 10/17/2013

\_\_\_\_\_  
Elizabeth E. Casson, City Clerk

# Accounts Payable

## Computer Check Proof List by Vendor

User: lysandra  
Printed: 10/10/2013 - 12:10PM  
Batch: 00003.10.2013



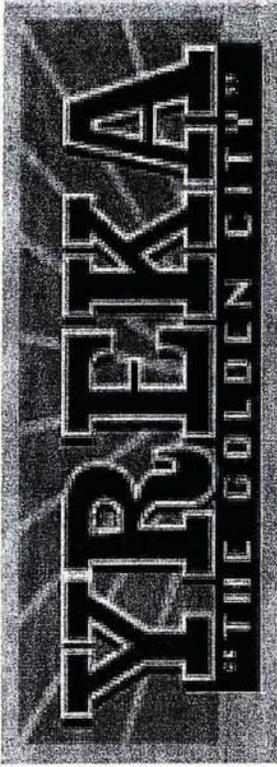
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1261	JEREMY POTTER				ACH Enabled: False
TRNG 10/14-25	TRNG 10/14-25 SACRAMENTO	1,503.90	10/10/2013	Check Sequence: 1 01-200-6506-513-004	
	Check Total:	1,503.90			
	Total for Check Run:	1,503.90			
	Total of Number of Checks:	1			

# Accounts Payable

## Void Check Proof List

User: lysandra  
 Printed: 10/10/2013 - 8:58AM

*DL*

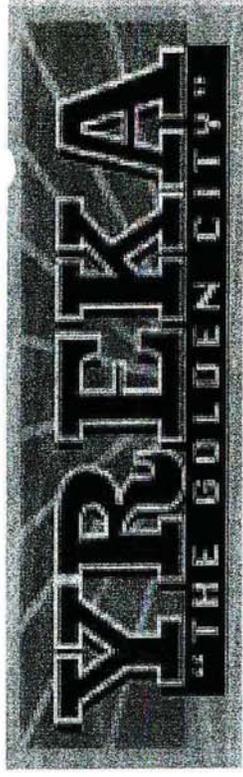


Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task	Type	PO Number	Close PO?	Line Item
Vendor: 25090		USPS								
Check No: 101621		Check Date: 10/04/2013								
	224.00	PO BOX 1005	10/03/2013	BOX RENT 11/13-10/14						0
01-020-0000-515-001	1,300.00	10/04/13	09/25/2013	OCTOBER 2013						0
70-030-0000-515-001										
Check Total:	1,524.00									
Vendor Total:	1,524.00									
Vendor: UB*00137		BEN/JENNIFER FIELD								
Check No: 101503		Check Date: 09/20/2013								
	39.23		09/11/2013	Refund Check						0
70-000-0000-950-000										
Check Total:	39.23									
Vendor Total:	39.23									
Report Total:	1,563.23									

# Accounts Payable

## Computer Check Proof List by Vendor

User: lysandra  
 Printed: 10/10/2013 - 12:18PM  
 Batch: 00004, 10, 2013



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1527	ACME COMPUTER				
85743	INV 85743	1,440.00	10/18/2013	Check Sequence: 1 01-050-0000-525-000	ACH Enabled: False
	Check Total:	1,440.00			
Vendor: 1011	AMERICAN LINEN				
LMED867259	INV LMED867259	45.70	10/18/2013	Check Sequence: 2 01-200-0000-526-000	ACH Enabled: False
	Check Total:	45.70			
Vendor: 1080	ARAMARK UNIFORM SERVICES INC				
506-2481711	INV 506-2481711	25.58	10/18/2013	Check Sequence: 3 01-350-0000-510-000	ACH Enabled: False
506-2481712	INV 506-2481712	43.49	10/18/2013	01-480-0000-525-001	
506-2496337	INV 506-2496337	25.58	10/18/2013	01-350-0000-510-000	
506-2496338	INV 506-2496338	43.49	10/18/2013	01-480-0000-525-001	
506-2511156	INV 506-2511156	28.46	10/18/2013	01-350-0000-510-000	
506-2511157	INV 506-2511157	43.49	10/18/2013	01-480-0000-525-001	
506-2525339	INV 506-2525339	25.58	10/18/2013	01-350-0000-510-000	
506-2525340	INV 506-2525340	43.49	10/18/2013	01-480-0000-525-001	
506-2540044	INV 506-2540044	95.58	10/18/2013	01-350-0000-510-000	
506-2540045	INV 506-2540045	43.49	10/18/2013	01-480-0000-525-001	
	Check Total:	418.23			
Vendor: 2217	TIMOTHY ASELTINE				
1023	INV 1023	19.00	10/18/2013	Check Sequence: 4 01-350-0000-520-000	ACH Enabled: False
	Check Total:	19.00			
Vendor: 1645	STEVE BAKER				
10/18/13	REIMBURSE EXPENSES	104.26	10/18/2013	Check Sequence: 5 01-040-0000-516-000	ACH Enabled: False
	Check Total:	104.26			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 6021	BASIC LABORATORY INC				ACH Enabled: False
1308652	INV 1308652	84.00	10/18/2013	Check Sequence: 6 70-500-0000-420-006	
1308791	INV 1308791	693.00	10/18/2013	70-510-0000-416-001	
1308915	INV 1308915	84.00	10/18/2013	70-500-0000-420-006	
1309093	INV 1309093	630.00	10/18/2013	70-510-0000-416-001	
1309133	INV 1309133	84.00	10/18/2013	70-500-0000-420-006	
1309139	INV 1309139	571.00	10/18/2013	70-510-0000-416-001	
1309328	INV 1309328	84.00	10/18/2013	70-500-0000-420-006	
	Check Total:	2,230.00			
Vendor: 1028	BEN MEADOWS COMPANY				ACH Enabled: False
1019755914	INV 1019755914	96.31	10/18/2013	Check Sequence: 7 70-510-0000-515-000	
	Check Total:	96.31			
Vendor: 1921	BMI GENERAL LICENSING				ACH Enabled: False
24121446	INV 24121446	327.00	10/18/2013	Check Sequence: 8 01-110-0000-535-000	
	Check Total:	327.00			
Vendor: 1423	ALICE BRANDON				ACH Enabled: False
1644	INV 1644	42.50	10/18/2013	Check Sequence: 9 70-500-0000-420-006	
	Check Total:	42.50			
Vendor: 1859	CHEMTRAC INC				ACH Enabled: False
22665	INV 22665	3,820.00	10/18/2013	Check Sequence: 10 70-510-0000-420-000	
22690	INV 22690	220.00	10/18/2013	70-510-0000-420-000	
	Check Total:	4,040.00			
Vendor: 3050	CHEVRON & TEXACO CARD SERVICES				ACH Enabled: False
39326658	INV 39326658	150.52	10/18/2013	Check Sequence: 11 01-200-0000-520-310	
	Check Total:	150.52			
Vendor: 1073	COASTWIDE LABORATORIES INC				ACH Enabled: False
2595891	INV 2595891	159.97	10/18/2013	Check Sequence: 12 01-480-0000-520-000	
	Check Total:	159.97			
Vendor: 3118	CROSS PETROLEUM				ACH Enabled: False
46555-IN	INV 46555-IN	225.01	10/18/2013	Check Sequence: 13 01-350-0000-520-150	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	225.01			
Vendor: 1103	DEPT OF PUBLIC HEALTH			Check Sequence: 14	ACH Enabled: False
34145 2013-2016	RENEW HATHAWAY 2013-2016	55.00	10/18/2013	70-500-0000-535-002	
	Check Total:	55.00			
Vendor: 1498	DEPT OF PUBLIC HEALTH			Check Sequence: 15	ACH Enabled: False
1360627	INV 1360627	4,244.94	10/18/2013	70-510-0000-535-000	
	Check Total:	4,244.94			
Vendor: 2179	DIVISION OF THE STATE ARCHITECT			Check Sequence: 16	ACH Enabled: False
7-9/13	SB 1186 7-9/13	8.40	10/18/2013	01-220-2021-542-004	
	Check Total:	8.40			
Vendor: 1139	GOVERNMENT FINANCE OFFICERS ASSN			Check Sequence: 17	ACH Enabled: False
160948 13/14	RENEW 160948 12/13-11/14	150.00	10/18/2013	01-030-0000-511-000	
	Check Total:	150.00			
Vendor: 1144	HACH COMPANY			Check Sequence: 18	ACH Enabled: False
8493176	INV 8493176	721.46	10/18/2013	70-510-0000-420-000	
	Check Total:	721.46			
Vendor: 2142	DOHN HENION			Check Sequence: 19	ACH Enabled: False
10/18/13	OCTOBER 2013 (2)	1,250.00	10/18/2013	01-040-0000-525-001	
	Check Total:	1,250.00			
Vendor: 2154	JEFFERSON STATE AUTO SUPPLY			Check Sequence: 20	ACH Enabled: False
5469 9/13	ACCT 5469 9/13	8.70	10/18/2013	70-510-0000-420-000	
	Check Total:	8.70			
Vendor: 1400	MADRONE HOSPICE			Check Sequence: 21	ACH Enabled: False
RFND PLANO	RFND PIANO TUNING	125.00	10/18/2013	01-470-0000-525-001	
	Check Total:	125.00			
Vendor: 1195	EILEEN MAIER			Check Sequence: 22	ACH Enabled: False
1711	INV 1711	25.80	10/18/2013	01-350-0000-520-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	25.80			
Vendor: 1203	MCMMASTER-CARR			Check Sequence: 23	ACH Enabled: False
59928626	INV 59928626	37.57	10/18/2013	70-510-0000-420-000	
	Check Total:	37.57			
Vendor: 1775	MUNICIPAL MAINTENANCE EQUIPMENT I			Check Sequence: 24	ACH Enabled: False
85338-IN	INV 85338-IN	48.08	10/18/2013	01-350-0000-520-000	
85345-IN	INV 85345-IN	97.80	10/18/2013	01-350-0000-520-000	
	Check Total:	145.88			
Vendor: 1061	NIELSEN MERKSAMER PARRINELLO			Check Sequence: 25	ACH Enabled: False
141275	INV 141275	687.50	10/18/2013	01-040-0000-525-004	
	Check Total:	687.50			
Vendor: 1226	NORTH VALLEY BUSINESS SYSTEMS			Check Sequence: 26	ACH Enabled: False
120528	INV 120528	44.33	10/18/2013	01-020-0000-515-001	
	Check Total:	44.33			
Vendor: 22019	OFFICE DEPOT			Check Sequence: 27	ACH Enabled: False
678443106001	INV 678443106001	105.21	10/18/2013	01-350-0000-515-000	
678443106001	INV 678443106001	15.50	10/18/2013	01-020-0000-515-000	
	Check Total:	120.71			
Vendor: 1729	LINDA SCHAMEL			Check Sequence: 28	ACH Enabled: False
10/05/13	INV 10/05/13	90.00	10/18/2013	01-210-0000-525-000	
	Check Total:	90.00			
Vendor: 1904	TIM SHAW			Check Sequence: 29	ACH Enabled: False
TRNG 9/25	TRNG 9/25 REDDING	49.85	10/18/2013	01-350-0000-512-000	
	Check Total:	49.85			
Vendor: 19100	SISKIYOU DAILY NEWS			Check Sequence: 30	ACH Enabled: False
6910	NEWS #6910	73.00	10/18/2013	01-060-0000-519-000	
	Check Total:	73.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1314	SISKIYOU OPPORTUNITY CENTER			Check Sequence: 31	ACH Enabled: False
11300	INV 11300	13.13	10/18/2013	01-200-0000-526-000	
11314	INV 11314	314.37	10/18/2013	70-030-0000-526-000	
	Check Total:	327.50			
Vendor: 1331	STATE WATER RESOURCES CONTROL BOA			Check Sequence: 32	ACH Enabled: False
00815-550-0	A/R #00815-13-11	10,705.27	10/18/2013	82-560-0000-745-000	
00815-550-0	A/R #00815-13-11	6,690.79	10/18/2013	82-560-0000-745-000	
00815-550-0	A/R #00815-13-11	59,447.66	10/18/2013	82-000-0000-960-000	
	Check Total:	76,843.72			
Vendor: 1333	STEINHOFF HEAVY EQUIPMENT & REPAIR			Check Sequence: 33	ACH Enabled: False
025906	INV 025906	40.34	10/18/2013	01-350-0000-520-000	
026049	INV 026049	68.13	10/18/2013	01-350-0000-520-000	
026137	CM 026137	-68.13	10/18/2013	01-350-0000-520-000	
026138	INV 026138	75.25	10/18/2013	01-350-0000-520-000	
	Check Total:	115.59			
Vendor: 1338	SVM PLUMBING			Check Sequence: 34	ACH Enabled: False
24439	INV 24439	7,020.00	10/18/2013	10-210-0000-620-000	
	Check Total:	7,020.00			
Vendor: 20015	TERMINIX INTERNATIONAL			Check Sequence: 35	ACH Enabled: False
5250606 13/14	ACCT 5250606 13/14 - FOR 1 YEAR	399.64	10/18/2013	01-020-0000-520-000	
5250618 13/14	ACCT 5250618 13/14 - FOR 1 YEAR	380.24	10/18/2013	01-020-0000-520-000	
	Check Total:	779.88			
Vendor: 1353	USA BLUE BOOK			Check Sequence: 36	ACH Enabled: False
144728	INV 144728	88.04	10/18/2013	70-510-0000-420-000	
	Check Total:	88.04			
Vendor: 25090	USPS			Check Sequence: 37	ACH Enabled: False
PO BOX 1005	BOX RENT 11/13-10/14	224.00	10/18/2013	01-020-0000-515-001	
	Check Total:	224.00			
Vendor: 25090	USPS			Check Sequence: 38	ACH Enabled: False
10/18/13	OCTOBER 2013	1,300.00	10/18/2013	70-030-0000-515-001	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,300.00			
Vendor: 1368	WINGFOOT COMMERCIAL TIRE				ACH Enabled: False
187-1039292	INV 187-1039292	1,061.01	10/18/2013	Check Sequence: 39 01-350-0000-520-200	
	Check Total:	1,061.01			
Vendor: 1370	WRA				ACH Enabled: False
1700418708	INV 1700418708	852.00	10/18/2013	Check Sequence: 40 60-400-6009-615-009	
	Check Total:	852.00			
Vendor: 1371	WRINKLEDOG INC				ACH Enabled: False
3945	INV 3945	1,170.00	10/18/2013	Check Sequence: 41 01-050-0000-525-001	
	Check Total:	1,170.00			
Vendor: 25005	YREKA AUTO PARTS				ACH Enabled: False
1395 9/13	ACCT 1395 9/13	333.75	10/18/2013	Check Sequence: 42 01-350-0000-520-000	
1415 9/13	ACCT 1415 9/13	14.10	10/18/2013	70-510-0000-420-000	
	Check Total:	347.85			
Vendor: 1375	YREKA FIRE DEPT				ACH Enabled: False
10/04/13	SEPTEMBER 2013	1,227.00	10/18/2013	Check Sequence: 43 01-210-0000-560-000	
10/04/13	SEPTEMBER 2013	1,253.72	10/18/2013	01-210-0000-416-000	
10/04/13	SEPTEMBER 2013	477.30	10/18/2013	01-210-0000-416-001	
10/04/13	SEPTEMBER 2013	449.12	10/18/2013	01-210-0000-520-000	
	Check Total:	3,407.14			
Vendor: 25040	YREKA HARDWARE				ACH Enabled: False
102812	INV 102812	20.93	10/18/2013	Check Sequence: 44 70-510-0000-420-000	
	Check Total:	20.93			
Vendor: 1390	YREKA TRANSIT MIX				ACH Enabled: False
039009	INV 039009	236.50	10/18/2013	Check Sequence: 45 70-510-0000-420-003	
	Check Total:	236.50			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	110,930.80			
	Total of Number of Checks:	45			

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

Fund Type	Fund	Fund Description	Previous Balance	Receipts / Debits	Disbursements / Credits	Cash Balance by Fund	
General-Unrestricted	01	General Operating	\$ 2,137,609.33	\$ 291,164.79	\$ 594,329.16	\$ 1,834,444.96	
General-Designated	01	Comm Art	2,772.56	-	-	2,772.56	
General-Designated	01	Fire Museum	4,952.35	-	-	4,952.35	
General-Designated	01	Planning Deposits	-	-	-	0.00	
General-Designated	01	Sidewalk in Lieu	35,803.46	-	-	35,803.46	
General-Designated	01	Parkland Trust	-	-	-	0.00	
General-Designated	01	Police Asset Forfeit	6,424.78	-	-	6,424.78	
General-Designated	01	Parking Fees	63,011.04	-	-	63,011.04	
General-Designated	01	Campbell Tract Redemption	48,020.34	-	-	48,020.34	
General-Designated	01	Baker Tract/Lucas	-	-	-	0.00	
General-Designated	02	Gifts Donations	3,552.80	-	-	3,552.80	
General-Designated	02	K-9 Unit	11,449.83	-	-	11,449.83	
General-Designated	02	YPD Donated - Hitson	8,101.17	-	500.00	7,601.17	
General-Designated	02	YPD Donated - Travellers	3,636.52	-	125.40	3,511.12	
General-Designated	02	YPD Donated - Teen Fund	853.08	200.00	-	1,053.08	
General-Designated	02	Greenhorn Park Redevelopment	-	-	-	0.00	
General-Designated	03	YVFD Volunter Fund	57,332.97	467.36	-	57,800.33	
General-Restricted	04	Crandell Cash	1,911,160.05	1,627.99	600.75	1,912,187.29	
General-Restricted	04	Morgan Stanely SmithBarney-Crandall	-	-	-	0.00	
General-Designated	08	Grant Projects Reserve	1,153,245.80	8,141.61	16,283.22	1,145,104.19	
General-Designated	08	PERS Pension Liability Reserve	(423,831.31)	8,141.61	-	(415,689.70)	
General-Designated	09	Reserves for Cap. Outlay	1,052,319.93	151,933.28	250,000.00	954,253.21	General - All
General-Designated	10	Capital Outlay	(30,256.07)	250,096.00	52,029.28	167,810.65	\$ 5,844,063.46
Spec. Rev. -Streets	20	Gas Tax 2106	0.00	-	-	0.00	
Spec. Rev. -Streets	20	Traffic Conjestion Relief	(26,557.15)	98,925.88	33,962.88	38,405.85	
Spec. Rev. -Streets	21	Local Transportation	399,750.18	49,698.24	-	449,448.42	Streets
Spec. Rev. -Streets	24	Fines - Traffic Safety	81,721.63	92,031.14	5,168.92	168,583.85	\$ 656,438.12
Special Revenue	30	Fire Assessment Spec. Rev	381,301.95	16,607.31	11,821.97	386,087.29	
Special Revenue	31	Landfill Access Fee - Debt Service	(211,542.82)	16,883.21	498.70	(195,158.31)	Special Revenues
Special Revenue	32	Developer Impact Fees	393,010.73	-	-	393,010.73	\$ 583,939.71
Special Grants	60	Spec Grants Capital Outlay	(202,860.74)	78,167.93	378,889.79	(503,582.60)	Special Grants
Special Grants	65	Community Development Grants	259,826.38	1,550.68	7,105.30	254,271.76	\$ (249,310.84)
Water Enterprise	70	Water Operating	105,716.46	278,352.00	189,169.67	194,898.79	
Water Enterprise	71	Water Capital Projects	(4,378.65)	-	4,567.14	(8,945.79)	
Water Enterprise	72	Water Debt Servicing	37,681.88	-	-	37,681.88	
Water Enterprise	72	USDA COPS 2010	200,000.00	-	-	200,000.00	Water Enterprise
Water Enterprise	74	Water Reserves	5,189,359.92	77,194.03	-	5,266,553.95	\$ 5,690,188.83
Sewer Enterprise	80	Sewer Operating	89,687.37	192,132.37	142,308.56	139,511.18	
Sewer Enterprise	81	Sewer Capital Outlay	(4,238.06)	-	2,427.37	(6,665.43)	
Sewer Enterprise	82	Sewer Debt Servicing	23,702.37	-	-	23,702.37	
Sewer Enterprise	82	USDA COPS 2003	100,000.00	-	-	100,000.00	Enterprise-Sewer
Sewer Enterprise	84	Sewer Reserves	2,663,008.61	50,849.31	-	2,713,857.92	\$ 2,970,406.04
Agency	90	Agency - Cash	(37,264.25)	350,569.91	336,470.87	(23,165.21)	Agency- Payroll
							\$ (23,165.21)
<b>COLUMN TOTALS</b>			<b>\$ 15,484,084.44</b>	<b>\$ 2,014,734.65</b>	<b>\$ 2,026,258.98</b>	<b>\$ 15,472,560.11</b>	<b>\$ 15,472,560.11</b>
<b>BANK RECAPITULATION</b>			<b>PER BANK</b>	<b>Market Value</b>		<b>PER LEDGER</b>	
L.A.I.F. 0.271%			14,980,541.71	14,980,541.71			
Petty Cash Drawers			1,200.00				
YVFD Petty Cash			100.00				
TriCounties YVFD DDA			57,700.33				
Scott Valley Bank - Primary DDA			446,958.46				
<b>TOTAL PER BANK</b>			<b>15,487,893.74</b>			<b>15,473,060.11</b>	
<b>ADJUSTMENTS</b>							
Less Outstanding Checks SVB			(12,339.49)				
Less Outstanding Checks TCB			-				
BRMS ACH Draw 9/10 G/L 8/15			(2,375.40)				
\$			-				
\$			-				
<b>TOTAL PER LEDGER</b>			<b>15,473,060.11</b>			<b>15,473,060.11</b>	

*Rhetta Hogan*  
 Rhetta Hogan, City Treasurer

David Simmen, City Mayor

**2013-2014 Operating Budget of Revenue and Expenditures  
with Actual  
August 31, 2013**

Fund Analysis	REVENUE		EXPENSE		Excess of Rev over Exp - Surplus/ (Deficit)		Based on Operating Budget			Current Cash Balance
	Adopted	Operating Budget	Adopted	Operating Budget	Operating Budget	Net Actual Year to Date	Prelim Close Beginning Working Capital	Operating Budget Net Increase / (Decrease)	Ending Working Capital	
Major: Grip Investment in LAIF										
00	4,779,294.00	4,779,294.00	4,737,653.29	4,737,653.29	908,913.91	908,913.91	2,868,236.53	41,640.71	2,909,877.24	1,995,429.49
01	4,779,294.00	4,779,294.00	4,737,653.29	4,737,653.29	908,913.91	908,913.91	2,868,236.53	41,640.71	2,909,877.24	1,995,429.49
General Operating Fund										
02	500.00	500.00	1,200.00	1,200.00	125.40	74.60	27,593.40	(700.00)	26,893.40	27,668.00
03	17,500.00	17,500.00	17,500.00	17,500.00	2,845.48	2,845.48	60,225.34	-	60,225.34	57,800.33
04	5,200.00	5,200.00	31,700.00	31,700.00	1,293.25	1,293.25	1,910,735.05	(26,500.00)	1,884,235.05	1,912,187.29
General Fund - Stewart										
08	(117,051.00)	(117,051.00)	(178,028.00)	(178,028.00)	(12,545.38)	(12,545.38)	731,485.25	60,977.00	792,462.25	729,414.49
09	(150,000.00)	(150,000.00)	355,000.00	355,000.00	-	-	(505,000.00)	(505,000.00)	599,253.21	954,253.21
Capital Outlay										
10	257,500.00	257,500.00	257,500.00	257,500.00	30,256.07	30,256.07	219,743.93	-	3,363,069.25	167,810.85
General Fund - Restricted or Designated										
20	13,649.00	13,649.00	484,872.00	484,872.00	21,974.82	21,974.82	56,602.50	(471,223.00)	3,363,069.25	3,849,133.97
<b>Total General Fund</b>	<b>4,792,943.00</b>	<b>4,792,943.00</b>	<b>5,222,526.29</b>	<b>5,222,526.29</b>	<b>928,888.73</b>	<b>928,888.73</b>	<b>6,702,528.78</b>	<b>(429,682.29)</b>	<b>6,272,946.49</b>	<b>5,844,563.46</b>
Gas Tax & Traffic Cong.										
20	923,016.69	923,016.69	923,016.69	923,016.69	62,416.01	62,416.01	36,509.87	-	1,895.98	38,405.85
21	(168,469.87)	(168,469.87)	173,625.00	173,625.00	55,337.85	55,337.85	449,448.42	(342,094.87)	107,353.55	449,448.42
24	88,000.72	88,000.72	88,000.72	88,000.72	5,565.27	5,565.27	82,435.45	-	86,148.40	168,583.85
Road, Street & Transit - Restricted										
30	842,547.54	842,547.54	1,184,642.41	1,184,642.41	67,981.28	67,981.28	174,283.17	(342,094.87)	195,397.93	656,438.12
<b>Total Road, Streets and Transit</b>	<b>842,547.54</b>	<b>842,547.54</b>	<b>1,184,642.41</b>	<b>1,184,642.41</b>	<b>67,981.28</b>	<b>67,981.28</b>	<b>537,492.80</b>	<b>(342,094.87)</b>	<b>195,397.93</b>	<b>656,438.12</b>
Fire Assessment Spec. Rev										
30	230,750.00	230,750.00	142,424.90	142,424.90	12,141.14	12,141.14	375,220.07	88,325.10	463,545.17	386,087.29
31	216,000.00	216,000.00	181,620.93	181,620.93	175,824.08	175,824.08	(34,379.07)	34,379.07	(280.32)	(195,168.31)
32	16,000.00	16,000.00	-	-	-	-	16,000.00	16,000.00	108,194.80	393,010.73
Special Revenue - Restricted										
60	462,750.00	462,750.00	324,045.83	324,045.83	187,965.22	187,965.22	432,755.48	138,704.17	571,459.65	583,938.71
<b>Total Special Revenue</b>	<b>462,750.00</b>	<b>462,750.00</b>	<b>324,045.83</b>	<b>324,045.83</b>	<b>187,965.22</b>	<b>187,965.22</b>	<b>432,755.48</b>	<b>138,704.17</b>	<b>571,459.65</b>	<b>583,938.71</b>
Spec Grants Capital Outlay										
60	2,511,470.00	2,511,470.00	2,511,470.00	2,511,470.00	348,363.24	348,363.24	2,190.01	-	263,868.00	(503,582.60)
65	5,950.00	5,950.00	-	-	105.76	105.76	5,950.00	5,950.00	263,868.00	254,271.76
Special Grants - Capital Projects										
70	2,517,420.00	2,517,420.00	2,511,470.00	2,511,470.00	348,469.00	348,469.00	(501,392.59)	5,950.00	263,868.00	(249,310.84)
71	1,602,343.05	1,602,343.05	1,602,343.05	1,602,343.05	182,446.04	182,446.04	327,030.91	-	-	194,898.79
72	305,000.00	305,000.00	305,000.00	305,000.00	5,166.16	5,166.16	(30,954.32)	-	-	(8,945.79)
74	262,456.25	262,456.25	262,456.25	262,456.25	(37,881.88)	(37,881.88)	37,681.88	200,000.00	200,000.00	237,681.88
Water Enterprise										
80	2,755,500.00	2,755,500.00	2,169,799.30	2,169,799.30	149,930.32	149,930.32	5,587,286.97	585,700.70	6,172,987.67	5,266,553.95
81	1,715,574.12	1,715,574.12	1,715,574.12	1,715,574.12	133,244.54	133,244.54	174,748.81	-	-	139,511.18
82	3,391,102.52	3,391,102.52	3,391,102.52	3,391,102.52	5,201.43	5,201.43	(5,201.43)	-	-	(6,665.43)
84	(2,926,258.80)	(2,926,258.80)	(2,926,258.80)	(2,926,258.80)	(23,702.37)	(23,702.37)	100,000.00	-	100,000.00	123,702.37
Sewer Reserves										
84	183,082.16	183,082.16	-	-	101,667.34	101,667.34	3,153,168.83	183,082.16	3,336,250.99	2,713,857.92
Sewer Enterprise Fund										
90	2,363,500.00	2,363,500.00	2,180,417.84	2,180,417.84	114,743.60	114,743.60	294,917.09	183,082.16	3,436,250.99	2,970,406.04
<b>Total Enterprise Funds</b>	<b>5,119,000.00</b>	<b>5,119,000.00</b>	<b>4,350,217.14</b>	<b>4,350,217.14</b>	<b>264,673.92</b>	<b>264,673.92</b>	<b>9,040,455.80</b>	<b>768,782.86</b>	<b>9,809,238.66</b>	<b>8,660,594.87</b>
Agency Trust - Cash										
Agency Funds										
90	-	-	-	-	22,829.48	22,829.48	(22,829.48)	-	-	(23,165.21)
<b>Total Agency Funds</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>22,829.48</b>	<b>22,829.48</b>	<b>(22,829.48)</b>	<b>-</b>	<b>-</b>	<b>(23,165.21)</b>
<b>All Funds Combined</b>	<b>13,734,660.54</b>	<b>13,734,660.54</b>	<b>13,692,900.67</b>	<b>13,692,900.67</b>	<b>1,820,807.63</b>	<b>1,820,807.63</b>	<b>16,871,150.86</b>	<b>141,759.87</b>	<b>17,112,910.73</b>	<b>15,473,060.11</b>

Approval: \_\_\_\_\_ David Simmen, City Mayor



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**CITY OF YREKA  
CITY COUNCIL AGENDA MEMORANDUM**

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To: Yreka City Council  
Prepared by: City Clerk  
Agenda title: Adopt Resolution No. 3033 approving requests associated with the Special Event known as the Chris Lopez Classic to be held June 14, 2014.  
Meeting date: October 17, 2013

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Discussion:

Stacey Willison, has submitted the attached request for the use of Upper & Lower Greenhorn Park and adjacent trails for the Chris Lopez Classic to be held June 14, 2014.

Fiscal Impact: Unknown. We do ask the event sponsor to clean the areas after the event, however, the Public Works crew typically has to provide additional cleanup after a large event such as this. The amount of time spent by public works on this additional cleanup varies.

Recommendation and Requested Action:

City staff has reviewed the request and recommends that the Council adopt Resolution No. 3033 approving the request for the event and setting terms and conditions for same.

Approved by:   
Steven Baker, City Manager

**RECEIVED**  
OCT 03 2013  
CITY OF YREKA

October 1, 2013

City of Yreka  
Attn: Yreka City Council  
701 Fourth Street  
Yreka, CA 96097

Honorable Yreka City Council Members,

We are planning another Chris Lopez Classic (CLC) for June 14, 2014 at Upper Greenhorn Park. This last CLC was as much as a success as the last two races! For this next CLC, we would like to expand the race by adding a half marathon, by implementing one loop of the current Humbug Hurry Up course.

The courses will be a 1 mile walk, 5K run/walk, 10K run, and a half marathon using the same courses as we did last year plus the addition of the Humbug Hurry Up course. We would like permission to allow vendors this year. We are hoping for a larger event but our humble estimate is between 150 to 200 entrants. We are also requesting the use of the kiosk cabin located at Upper Greenhorn Park for our registration and time keeping.

The funds raised will go to facilitate local running programs and to our growing scholarship awards for local graduating Seniors.

With your approval, we hope to meet and exceed the same goals as last year and to provide the community with a memorable and enjoyable experience.

Sincerely,

A handwritten signature in black ink that reads "Stacey Willison". The signature is written in a cursive style with a long horizontal flourish at the end.

Stacey S. Willison

Chris Lopez Classic Coordinator

RESOLUTION NO. 3033

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA  
APPROVING REQUESTS ASSOCIATED WITH SPECIAL EVENT KNOWN AS  
THE CHRIS LOPEZ CLASSIC TO BE HELD AT  
UPPER & LOWER GREENHORN PARK ON JUNE 14, 2014**

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

WHEREAS, Stacey S. Willison, hereinafter referred to as “event sponsor” desires to sponsor the Chris Lopez Classic on June 14, 2014, from 7:30 am to 3 p.m. to be held at Upper & Lower Greenhorn Park, which is City property; and,

WHEREAS, event sponsor desires the use of Upper & Lower Greenhorn Park and adjacent trails for the event, and,

WHEREAS, the following provisions of the Yreka Municipal Code [YMC] are implicated by this event:

Vehicle controls- YMC Chapter 10.73  
Sound Amplifying Devices-YMC Chapter 9.28  
Temporary Signs-YMC Section 13.16.020(d)  
Business License- YMC Section 5.04.

WHEREAS, pursuant to YMC Section 9.50.120, in order to promote the safety, comfort and convenience of persons using any park or recreation area, the City Council may from time to time by resolution adopt rules and regulations not inconsistent with the provisions of Chapter 9.50 of the Yreka Municipal Code, and make the same applicable generally or to a particular park or recreation area or portion thereof. Such rules and regulations may include regulating the speed of vehicles, establishing campsites, parking areas and areas where parking or driving of vehicles is prohibited, areas where certain games or activities are prohibited, and such other rules and regulations as in the opinion of the council are necessary for the safety, comfort and convenience of persons using such park or recreation area; and,

WHEREAS, this event will not include the installation of any structures; and,

WHEREAS, there do not appear to be any restraints or use permits required for this activity under the zoning ordinance, as this is not a “use” as contemplated by the zoning law; and,

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

WHEREAS, the City Council has determined it would be in the best interests of the City to approve and authorize the action outlined in this Resolution on the terms and conditions set forth hereafter;

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

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

Section 2. The Council hereby orders:

a) Event sponsor is granted the use of Upper & Lower Greenhorn Park, Kiosk cabin at Upper Greenhorn Park and adjacent trail areas depicted on the map provided by the event sponsor, on June 14, 2014, from 7:30 am to 3 p.m., subject to payment of applicable rental fees and the terms and conditions as set forth hereafter. Event sponsor shall sign an Encroachment Agreement to that effect prior to any use.

b) The event sponsor shall clean up the event areas of Upper & Lower Greenhorn Park including trails used, kiosk, and parking lots after the event, and shall comply with such other and further direction as may be given by the Public Works Maintenance Manager or his designee in connection with the event, or as provided in the Encroachment Agreement.

c) Permission is granted for food and beverage vendors if approved in writing by event sponsor to obtain daily business licenses to sell in a recreation area for this event. All vendors, including non-profit organizations, are required to obtain a City of Yreka Daily Business License for this specific event. Non-profit organization/service groups may be eligible for a "fee waiver". Event sponsor will be responsible and hold harmless the City for acts of the vendors.

All Vendors must submit proof of non-profit status or copy of a letter from a non-profit organization acknowledging vendor's pledge to donate a percentage (1-100%) of the proceeds to the non-profit organization.

d) The event sponsor shall provide the City with proof of general liability insurance of not less than \$1,000,000 and a certificate naming the City of Yreka as additional insured specific to the event dates and location shall be provided by the event sponsor in the amount set by the City's liability insurer.

e) All special requests such as connection to power source and or placement of vendors must be coordinated with and at the discretion of the Public Works Maintenance Manager, or his designee.

f) At the direction of the Public Works Maintenance Manager, event sponsor shall provide additional trash receptacles as may be needed for the event.

g) The event is subject to the terms and conditions of the Use and Encroachment Agreement regarding the event and the event sponsor shall comply with all other City of Yreka ordinances; and, the event sponsor shall comply with such further conditions and requirements as may be set by the City Manager, the Chief of Police, the Director of Public Works, the Public Works Maintenance Manager or his designee.

h) The event sponsor shall be charged for any services required by the Public Works Department in connection with this event. The Director of Public Works is directed prepare a Use and Encroachment Agreement to be signed by the Event Sponsor setting forth the terms of use in accordance with this Resolution.

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

Section 4. The City Manager, Director of Public Works, Chief of Police, and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 6. This resolution shall take effect immediately upon its passage.

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

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
David Simmen,  
Mayor

Attest: \_\_\_\_\_  
Elizabeth E. Casson, City Clerk

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MEMORANDUM

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# CITY OF YREKA



To: City Council  
From: Allen Jones, Fire Chief  
Re: Recruitment and Recommendation of Appointment of Candidate  
Date: 5-01-13

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Candidate Name: Dave LaMarr

I certify this candidate has completed all of the following steps in connection with their application

- Chief Memo regarding Application process
- Application
- Candidate's Release form
- Health Screen Questionnaire
- OSHA Respirator Questionnaire
- City of Yreka External Background check forms
- City of Yreka Internal Background check form
- DMV driver record information
- Essential Functions and Work Conditions of Firefighter
- Candidate Agility Test
- Certificate of Physician
- Department review and approval

I recommend that the City Council approve the appointment of this candidate to the Yreka Volunteer Fire Department:

  
\_\_\_\_\_  
Allan Jones, Fire Chief



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**CITY OF YREKA**  
**CITY COUNCIL AGENDA MEMORANDUM**

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To: Yreka City Council  
Prepared by: Steve Neill, Director of Public Works *SN*  
Agenda title: APPROVE RESOLUTION NO. 3032 AUTHORIZING THE CITY TO ACCEPT FEDERAL AID FUNDS, EXECUTE FUNDING AGREEMENTS, AND DESIGNATING REPRESENTATIVES TO SIGN RELATED DOCUMENTS.  
Meeting date: October 17, 2013

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Discussion:

The Department of Public Works submitted funding requests to Caltrans last year for two eligible federal-aid projects:

1. Fairlane Road Deck Rehabilitation – to design an appropriate sealant treatment to prevent water intrusion from damaging the structural integrity of the bridge.
2. Bridge Preventative Maintenance Plan (BPMP) – to evaluate all the bridges in the City, provide repair or rehabilitation recommendations, and develop cost estimates to address any identified needs. A BPMP is necessary to qualify for future funds if additional repairs are needed.

The City has now received authorizations to proceed with the design phase for both these projects. In order to access these funds, the City needs to execute the enclosed Program Supplement Agreements. Caltrans requires a Resolution to designate appropriate officials with signature authority for these projects. The Resolution also grants the City Manager authority to execute potential future funding agreements up to \$50,000 without specific Council approval.

Public Works anticipates issuing a Request for Proposals soon to procure the appropriate bridge consultants. The Siskiyou County Public Works Department has been very helpful in providing their expertise to the City for these projects.

Fiscal Impact:

The City's match of 11.47% for these projects is included in the FY 13/14 budget. The match funds for the design phase of the BPMP is \$2,867 and the Fairlane Bridge project is \$5,758.

Recommendation and Requested Action:

That the Council: Approve Resolution No. 3032 authorizing the City to accept Federal Aid funds, execute funding agreements, and designating representatives to sign related documents.

enclosures

Approved By 

Steve Baker, City Manager

Resolution No. 3032

A RESOLUTION AUTHORIZING THE CITY TO ACCEPT FEDERAL-AID FUNDS,  
EXECUTE FUNDING AGREEMENTS, AND DESIGNATING REPRESENTATIVES  
TO SIGN RELATED DOCUMENTS

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

WHEREAS, pursuant to Resolution 2803 adopted September 17, 2009, the City executed Master Agreement No. 02-5020R for Federal Aid Funds in March of 2010; and

WHEREAS, the City of Yreka is eligible to receive Federal-Aid funds for the design and construction of programmed projects; and

WHEREAS, the City of Yreka desires to reduce administrative staff time to process Program Supplements to the Master Agreement for the Fairlane Road Bridge, Bridge Preventative Maintenance Plan, as well as future eligible federal-aid projects up to \$50,000; and

WHEREAS, the State of California Department of Transportation requires project-specific Program Supplement Agreements to be executed before the City can be reimbursed for project expenditures; and

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

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

Section 2. The City Manager or designee is hereby authorized and directed to execute said agreements, and future agreements up to \$50,000, with such changes, insertions and omissions as may be approved by the City Manager, and the City Clerk or such Clerk's designee is hereby authorized and directed to affix the City's seal to said document and to attest thereto.

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

Section 4. It is further resolved, if any section, subsection, part, clause, sentence or phrase of this Resolution or the application thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, the validity of the remaining portions of this Resolution, the application thereof, shall not be effected thereby but shall remain in full force and effect, it being the intention of the City Council

to adopt each and every section, subsection, part, clause, sentence phrase regardless of whether any other section, subsection, part, clause, sentence or phrase or the application thereof is held to be invalid or unconstitutional.

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

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

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
David Simmen  
Mayor of the City of Yreka

Attest:

\_\_\_\_\_  
Liz Casson, City Clerk

THE UNDERSIGNED CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF RESOLUTION NO. 3032 AS ADOPTED BY THE CITY COUNCIL AT ITS MEETING HELD OCTOBER 17 2013.

\_\_\_\_\_  
Liz Casson, City Clerk

**PROGRAM SUPPLEMENT NO. N003**  
to  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 02-5020R**

**Adv Project ID**                      **Date:** August 23, 2013  
0213000115                      **Location:** 02-SIS-0-YRE  
   **Project Number:** BPMP-5020(016)  
   **E.A. Number:**  
   **Locode:** 5020

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 03/03/10 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

Fairlane Road Bridge #02C0149  
0.3 miles south of Sharps Road

**TYPE OF WORK:** Bridge resurfacing

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	33D0		LOCAL	OTHER
\$50,200.00	\$44,442.00		\$5,758.00	\$0.00

**CITY OF YREKA CITY**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_  
Chief, Office of Project Implementation  
Division of Local Assistance  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer 

Date 8/27/13 \$44,442.00



**SPECIAL COVENANTS OR REMARKS**

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

**SPECIAL COVENANTS OR REMARKS**

PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

6. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).
8. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

**PROGRAM SUPPLEMENT NO. N004**  
to  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 02-5020R**

**Adv Project ID** 0214000007 **Date:** August 23, 2013  
**Location:** 02-SIS-0-YRE  
**Project Number:** BPMP-5020(018)  
**E.A. Number:**  
**Locode:** 5020

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 03/03/10 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

Various bridges throughout the City of Yreka

**TYPE OF WORK:** Bridge Preventive Maintenance Plan (BPMP)

**LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	33D0		LOCAL		OTHER
\$25,000.00		\$22,133.00	\$2,867.00		\$0.00

**CITY OF YREKA CITY**

**STATE OF CALIFORNIA**  
**Department of Transportation**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Attest \_\_\_\_\_

By \_\_\_\_\_  
**Chief, Office of Project Implementation**  
**Division of Local Assistance**

Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer  Date 8/27/13 \$22,133.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT



**SPECIAL COVENANTS OR REMARKS**

1. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
4. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

5. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if

**SPECIAL COVENANTS OR REMARKS**

PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

6. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).
8. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.



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**CITY OF YREKA**  
**CITY COUNCIL AGENDA MEMORANDUM**

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To: Yreka City Council

Prepared by: Steve Baker, City Manager

Agenda title: Requested action – Adopt Resolution 3034 Resolution of the City Council of the City of Yreka approving execution of the Memoranda of Understanding signed by the Yreka Police Officer's Association and the Yreka Police Sergeants Association.

Meeting date: October 17, 2013

Discussion:

Staff has been negotiating with the Yreka Police Officers Association (and their counterpart, the smaller Yreka Sergeants Association) to reach a Memorandum of Understanding. The agreement would help address the City's pension obligations by having the employees pick up the employees' share of the pension contributions of 7% and 9 %, depending on the retirement package. The City has picked up the employee share of the pension based on negotiations long ago.

The agreement also changes the cap on health care contributions by the city, increasing them \$20, \$40 and \$60 for single, two-party and family, respectively. There is also a one-time payment in January 2014 of \$3,000 per member. The one-time payment keeps the on-going salary expenditures lower. The wage increase for pension contribution pickup is retroactive to July 1, 2013.

In addition, the MOU clears up some antiquated provisions (mostly various reopeners from the years) and has updates to reflect current law and practices.

Staff recommends approval.

Fiscal Impact: The fiscal impact is estimated to be approximately \$32,000 on an annual basis and \$57,000 in one time (non-recurring) costs.

Recommendation:

That the Council Adopt Resolution 3034 Resolution of the City Council of the City of Yreka approving execution of the Memoranda of Understanding signed by the Yreka Police Officer's Association and the Yreka Police Sergeants Association.

Approved by: \_\_\_\_\_

  
Steven Baker, City Manager

RESOLUTION NO. 3034

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA  
APPROVING EXECUTION OF THE MEMORANDA OF  
UNDERSTANDING SIGNED BY THE YREKA POLICE OFFICER'S  
ASSOCIATION AND THE YREKA POLICE SERGEANT'S ASSOCIATION

WHEREAS, the City Council of the City of Yreka, a municipal corporation, pursuant to California Government Code Section 3500, et seq., enacted an Employer-Employee Relations policy with its adoption of Resolution No. 1436 on April 16, 1978; and,

WHEREAS, the City Manager and representatives of the City, and representatives for the Yreka Police Officer's Association and the Yreka Police Sergeants Association have met and conferred in good faith; and,

WHEREAS, these parties have reached tentative agreement as of October 3, 2013, on matters relating to the employment conditions of said employees as reflected by the written Memorandum of Understanding for each of the following bargaining units: the Yreka Police Sergeant's Association, and the Yreka Police Officer's Association all of which the City Council has reviewed; and;

WHEREAS, this Council finds that the provisions and agreements contained in the Memorandum of Understanding are fair and proper and in the best interests of the City.

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

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

Section 2. The Memoranda of Understanding are hereby approved and the City Manager or designee is hereby authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by the City Manager.

Section 3. The City Manager, the Finance Director, and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 4. It is further resolved, If any section, subsection, part, clause, sentence or phrase of this Resolution or the application thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, the validity of the remaining portions of this Resolution, the application thereof, shall not be effected

thereby but shall remain in full force and effect, it being the intention of the City Council to adopt each and every section, subsection, part, clause, sentence phrase regardless of whether any other section, subsection, part, clause, sentence or phrase or the application thereof is held to be invalid or unconstitutional.

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

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

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
David Simmen  
Mayor

Attest:

\_\_\_\_\_  
Elizabeth Casson, City Clerk

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MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF YREKA  
AND THE  
YREKA POLICE OFFICERS ASSOCIATION

For the Period from January 1, 2012 to December 31, 2014

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APPENDIX A - SALARY RANGES

City shall give the Association the opportunity to meet with the City. In cases of emergency when the City determines that an ordinance, rule, resolution or regulation must be adopted immediately, without prior written notice or meeting with the Association, the City shall provide Association the opportunity to meet at the earliest practical time following adoption of such ordinance, rule, resolution or regulation. The Association shall provide to City in writing, the names, addresses and telephone numbers of up to two persons to whom the City shall be required to give notice as required in this paragraph.

B. The City and/or its authorized representatives shall meet and confer in good faith regarding wages, hours and other terms and conditions of employment with representatives of the Association and shall consider fully such presentations as are made by the Association on behalf of its members prior to arriving at a determination of policy or course of action. City agrees to provide time off to two (2) members of the Association while attending meetings with the City during the meet and confer process.

C. "Meet and confer in good faith" means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the public agency of its final budget for the ensuing year. The process should include adequate time for the resolution of impasses where specific procedures for such resolution are contained in local rule, regulation or ordinance, or when such procedures are utilized by mutual consent.

## Article 2

### Salary Ranges and Adjustments and Compensation

#### 2.1 **Salary:**

A. Salary ranges for each classification are specified in Appendix A, attached to this Memorandum. These Salary Ranges reflect an 8% increase for safety members and a 6% increase for non-safety members in exchange for the employees picking up the respective employee share of CalPERS contributions shown in Section 8.1 below. These Salary Ranges shall be retroactive to July 1, 2013

#### 2.2 **Special Pay:**

Additional compensation shall be paid for those officers that are required to perform the following special duties; Dispatch Certified Training Officer ( CTO), Task Force Agent, and Field Training Officer (FTO.) These officers receive a two and one-half (2 ½%) increase above their base salary for actual hours worked in such capacity.

### 2.3 Standby Time:

Officers will be paid at the rate of \$50.00 per full 24 hour standby period and \$25.00 for less than a 24-hour standby period. To qualify for standby pay, an officer must be specifically assigned to standby duty.

### 2.4 POST Incentive Program:

Because it is in the best interest of the City and safety personnel to keep members of the Police Department informed and up-to-date on current law enforcement techniques and procedures the following incentive program is instituted: A Police Officer attaining the POST Intermediate Certificate will be entitled to 2.5% special pay above the base salary and an additional 2.5% above the base salary for the POST Advanced Certificate as reflected on the salary schedule. POST incentive pay shall be retroactive to the date of the POST certificate, provided that the employee submits the certificate to the Chief of Police within 30 days of receipt.

### 2.5 One Time Payment:

A *one time* payment of \$3,000 will be made in January 2014 for all members of the bargaining unit as of that date. This pay will be issued either with the first payroll run of 2014 or a special payroll run by January 10, 2014. For purposes of FLSA overtime and CalPERS calculations for Classic Members, this pay will cover the period between January 1, 2014 and December 31, 2014.

## Article 3

### Medical, Dental, Vision, Life and Disability Plans

#### 3.1 Medical Plan:

A. The City will continue the flexible benefit plan for employee health benefits in accordance with Internal Revenue Code Section 125. The employee may choose to cover premium costs for the eligible employee's health plan or other plans available through PERS and/or other qualified supplemental plans. Total monthly premium costs of selected insurance coverages which exceed the City's **contribution toward** the eligible employee's flexible benefit health plan premium will be the responsibility of the employee. The minimum required coverages that each employee must select under the flexible benefit plan is the PERS Health Plan. In order to be excluded from this requirement for the PERS Health Plan, an employee must submit verification of substantially equivalent alternate coverage for health insurance. Employees who elect no coverage pursuant to this Section shall not receive this benefit, but shall be eligible for the benefit described in subparagraph 3.1.J of this Section.

B. Effective **January 1, 2012**, and continuing thereafter, the **City contribution** for the eligible employee's flexible benefit health plan shall not exceed the following sums:

October 2, 2013 10:00 AM

a permanent appointment.

(2) Employees who work on a provisional basis and all employees who work less than one thousand five hundred (1,500) hours per year.

C. Eligible employees who work less than full-time but one thousand five hundred (1,500) hours or more per year shall be credited for vacation on a prorated basis.

D. Vacation units shall be accumulated on an hour basis in accordance with the following schedule:

Months of Employment	Vacation Hours Accrued Per Pay Period Based on 26 equal pay periods per year		Maximum Carryover As of January 1*
1 – 60 months	3.08 hours	80 hours per year	120 hours
61 – 180 months	4.62 hours	120 hours per year	180 hours
181 months and after (max)	6.15 hours	160 hours per year	240 hours

\*1.5 times the annual accrual

E. The time during a calendar year at which an employee may take their vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the City.

F. The City agrees to permit probationary employees to use earned vacation time during the probationary period. In cases where an employee has one year or greater probation, and in cases of real need, an employee may, departmental workload permitting, be allowed to take up to forty (40) hours of earned vacation. Should said employee terminate voluntarily or involuntarily prior to achieving permanent status, the pay for vacation used will be deducted from the final paycheck.

G. Previous part-time City employees, who have subsequently become full-time regular employees without separation of service, shall be credited with such part-time City service, for the purpose of computing months of employment and vacation accrual rate. One hundred seventy-three (173) hours of part-time City service shall equal one (1) month of employment. As to any current employee, who may be entitled to a greater vacation accrual rate as of the effective date of this Memorandum of Understanding, pursuant to this paragraph, such additional vacation accrual shall be prorated only for the balance of the calendar year.

#### 4.2 **Holidays:**

A. Other than permanent full-time dispatchers, Holidays for non-safety employees are:  
July 4<sup>th</sup> -(Independence Day), first Monday in September-(Labor Day), November 11th-

(Veterans Day), Thanksgiving Day, Friday following Thanksgiving, December 24th, December 25th, January 1st, third Monday in January-(Martin Luther King), the third Monday in February-(President's Day) and the last Monday in May-(Memorial Day). When a holiday falls on a Sunday, the following Monday shall be observed as the holiday and when a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Should December 24<sup>th</sup> fall on a Friday, December 23<sup>rd</sup> shall be observed as the paid holiday. Should December 25<sup>th</sup> fall on a Monday, December 26<sup>th</sup> shall be observed as the paid holiday. Three floating holidays per year of eight (8) hours each will be credited to each such non-safety employee. The floating holidays will be credited to the non-safety employees' paycheck by January 15th of each year, as credited leave which cannot be saved. It must be used by the end of the year or be lost. New non-safety employees hired on or before April 30 will be credited with twenty-four (24) hours. New non-safety employees hired between May 1, and August 31, will be credited with sixteen (16) hours. New non-safety employees hired on or after September 1 will be credited with eight (8) hours.

B. In lieu of taking said holidays, members of the Police Officer and permanent full-time dispatcher classifications shall receive 5.54 hours per pay period, additional pay computed as follows: Employees base salary hourly rate times 144, (12 days X 12 hrs/day = 144 hrs) divided by 26 pay periods per calendar year is equal to the amount each such employee shall receive with the payroll check.

#### 4.3 Sick Leave:

A. All employees, except part-time and extra help employees, shall be entitled to eight (8) hours of sick leave with pay each month or major fraction thereof, with no accumulation limit.

B. City has entered into an agreement with the PERS whereby accumulated sick leave is converted to additional service credit upon retirement.

C. Sick leave with pay shall be granted upon the recommendation of the department head in a case of the bona fide illness of the employee. Sick leave with pay shall be held to include diagnostic procedures, dental procedures and ophthalmology services when performed by a duly licensed practitioner.

D. In case of illness extending beyond two (2) days duration, the employee shall furnish a certificate issued by a licensed practitioner. Each certificate shall be filed by the department head with the payroll clerk. It shall be the policy of the City that sick leave shall be considered a privilege and not a right. It shall be the responsibility of the department head to deny the use of sick leave with pay in cases where there is substantial evidence of abuse of the sick leave privilege.

E. An employee who is entitled to Worker's Compensation under the labor code of the State may elect to take as much of his/her accumulated sick leave or accumulated vacation as when

added to the Worker's Compensation will result in payment to that employee of his/her full salary or wage.

F. No City employee shall be entitled to the use of sick leave while absent from duty on account of any of the following causes: disability arising from any sickness or injury purposely self-inflicted or caused by their willful misconduct; sickness or disability sustained while on leave of absence other than regular vacation. Sick leave, up to ten (10) days per calendar year, may be used by an employee to attend to an illness to the employee's spouse, child or parent. "Child" means a biological, foster or adopted child; a stepchild; a legal ward; or a child to whom the employee acts as a parent. "Parent" includes a biological, foster, or adoptive parent. Sick leave to care for ill family members is subject to all policies that apply to sick leave, including medical documentation.

#### 4.4 **Physical Fitness Incentive Program:**

All sworn police officers in the association have the option of participating in an annual physical fitness test. The test is intended to keep officers in good physical condition. Staying in good physical condition will be the officer's responsibility by whatever means necessary, will be done on the officer's own time and the City will have no responsibility in connection with the means of conditioning. The test will be conducted before July 1<sup>st</sup> of each year. The physical fitness test will meet the minimum POST fitness standards in effect for each given year. Upon successfully passing the test, the employee will receive 20 hours of compensatory time off. The employee understands that the test is optional and the employee will not receive hourly compensation for the time the employee participated in taking the test unless the test falls during the employee's normal work shift.

### Article 5

#### Allowances and Reimbursements:

#### 5.1 **Book and Tuition Reimbursement:**

A. To encourage the training of employees in subjects which would be of substantial benefit to the City, as well as the employee, the City Police Department maintains a book and tuition reimbursement program, budgeted at not more than \$1,500.00 per year

B. All requests for this program shall be submitted to the City Manager's Office prior to commitment. Such requests shall be in writing on City provided form and describe the nature of the training to be entered into, the cost of such training, and comments with respect to its applicability to the particular employee's job. The request shall be accompanied by a statement from the department head.

C. For approved training extending over a period of time exceeding two (2) weeks, the City

shall refund to the employee all cost of tuition and required books upon presentation of evidence of successfully completing the course with a grade of C or better, submission of request form along with a copy of the grade report attained and a copy of the receipt for payment of tuition and books. In the event that the employee is financially unable to advance the cost of tuition and required books, the City may, upon written request and agreement by the employee, advance the cost of tuition and required books subject to reimbursement by the employee should he/she fail to satisfactorily complete such training and authorizing the City to deduct such cost from the payroll in such event.

D. Tuition and required book costs for approved short courses or institutes less than two (2) weeks shall be paid initially by the City.

### 5.2 **Uniform Allowance:**

A. Members of the Police Department designated by the Chief of Police (Police Officers, Dispatchers and Animal Control Officer) where uniforms are mandatory in the performance of their duties shall receive a uniform allowance in the amount of \$750.00 per year. The uniform allowance shall be paid by separate check in two equal portions: One check payable after January 1 of a given year and one check payable with the second paycheck after July 1 of a given year.

B. In the case of newly hired officers, the initial installment of the uniform allowance shall be paid within the first full pay period following the date of hire and the second installment shall be paid at the time of the next payment scheduled pursuant to Paragraph 5.2.A.

C. The City agrees to replace or reimburse employees for uniform articles that are lost or damaged in the line of duty so long as such loss or damage is not the result of substantial fault or negligence on the part of the employee.

### 5.3 **Safety Equipment:**

In accordance with Government Code Section 50081 the City will furnish each safety officer the following equipment:

1. Soft body armor vest Type 2A or equivalent, replaced in accordance with manufacturer's recommendation.
2. Service weapon and service ammunition.
3. Three magazines and two magazine cases.
4. Holster.
5. ASP and ASP holder.
6. Two pair of handcuffs (Smith and Wesson or Peerless or comparable quality) and two single handcuff cases.

7. Flashlight (metal, with battery charger).
8. Sam Browne belt
9. Keeper straps.
10. Rain Gear.
11. Chemical agent and holder.
12. Whistle.
13. Helmet with face shield.

Said equipment shall remain the property of the City.

## Article 6

### Work Hours, Overtime, Compensatory Time Off

#### 6.1 Overtime:

A. Overtime is defined as a City-required act or time expenditure by an employee in excess of the 160 hours worked in a 28 day work period. Overtime as defined above shall include, but not be limited to, any and all mandatory meetings, briefings, weapons qualification, required classes or courses, court appearances, and special assignments as prescribed by applicable state and federal law not occurring within the normal hours scheduled for the employee. For ease of administration, the City may, at its option, use 80 hours in a 14 day work period.

B. Any such act or time expenditure required of an employee by the City after the employee has completed a continuous period of duty and must be called back to perform such additional duty, prior to the next scheduled duty, shall receive a minimum of two hours of compensation. Call back for court appearances on off-duty time shall be a minimum two (2) hours of compensation when the call back duty continues into the employee's scheduled work shift, but will be credited only for actual time worked.

C. The overtime rate will be computed on a time and one-half basis.

D. Overtime worked may be selected as pay or compensatory time (CTO) at the discretion of the employee within the applicable payroll period with a maximum CTO accumulation of one hundred sixty (160) hours. Any overtime worked after an employee has accumulated one hundred sixty (160) hours of CTO will be paid as salary for the applicable payroll period.

E. Approved sick leave, vacation leave and CTO utilized by the employee will be counted as time worked for the purpose of computing overtime.

## Article 7

### Catastrophic Leave

7.1 **Catastrophic Leave:**

The City has implemented a Catastrophic Leave program whereby the employees of the City may donate any accrued compensatory time off, vacation time or sick leave to a co-employee provided, however, that the sick leave donated by any one employee may not exceed five days in any calendar year. The purpose of this policy is to provide a co-employee with additional time off when they have a serious illness or injury resulting in the exhaustion of all paid leave before they are able to return to work.

Article 8  
Retirement

8.1 **Employee Retirement Plan:**

A. For Classic Employees, as defined by CalPERS, the City will enroll and maintain enrollment of employees in the PERS 2% @ 50 Classic 1085 Safety retirement plan and the 2% @ 55 Classic 1084 retirement plan for miscellaneous members. Classic Employees shall pay the employee contribution for their respective retirement plans which are 9% for PERS 2% at 50 (Classic 1085 Safety) and 7% for PERS 2% at 55 (Classic 1084 Miscellaneous). These contribution levels will be retroactive to July 1, 2013

B. For new CalPERS employees, the City will enroll employees in the PERS 2.7% @ 57 PEPRA 25443 Safety retirement plan and the PERS 2% @ 62 PEPRA 26550 Miscellaneous retirement plan. Employees shall pay their share of contributions in accordance with State law, CalPERS rules and regulations.

Article 9  
Personnel Rules/Job Descriptions

9.1 **Personnel Rules/Job Descriptions**

A. During the term of this contract the parties will meet to discuss personnel rule changes and job descriptions.

Article 10  
Concerted Activities

10.1 **Concerted Activities:**

A. The parties to this Memorandum recognize and acknowledge that the services performed by the City employees covered by this Memorandum are essential to the public health, safety and general welfare of the residents of the City of Yreka. The Association will not recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, or slow-down to affect an employer-employee relations position (hereinafter referred to as work-stoppage), in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. Picketing shall be prohibited on matters involving wages, insurance coverage and leaves from work during the term of this Memorandum. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

B. City agrees not to lock out employees.

C. In the event of any work stoppage during the term of this Memorandum, whether by the Association or any member of the bargaining unit, the Association through its officers, shall immediately declare in writing that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the City. The City shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any work stoppage activity herein prohibited, and the City shall have the right to seek full legal redress, including damages, as against any such employee. It is understood that employees so disciplined retain an appeal right under the City's employer-employee relations policies and California law. IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in Yreka, California, as of the day and year first above written and upon approval by the City Council and the Association, to be effective January 1, 2012.

CITY OF YREKA  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Steven W. Baker, City Manager

\_\_\_\_\_  
Dohn Henion  
City Attorney

YREKA POLICE OFFICERS'  
ASSOCIATION  
Date signed: \_\_\_\_\_

By: \_\_\_\_\_  
Chris Betts, President

\_\_\_\_\_  
Steve Allen, Representative

City of Yreka  
2013-14 Salary Schedules  
Monthly Salary  
(POA and Sergeants)

updated 9/17/2013 for POA Contract

JOB TITLE	UNIT	COLA	JOB#	RANGE	Range	BASE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	Not Based Longevity
ADMINISTRATIVE SECRETARY	YPOA	1.06	214	1308	1561	2,705	2,867	3,010	3,161	3,319	3,485	3,659		
ANIMAL CONTROL	YPOA	1.06	230	1230	1469	2,546	2,699	2,834	2,976	3,125	3,281	3,445		
DETECTIVE	YPOA	1.08	207	1538	1908	3,307	3,572	3,751	3,939	4,136	4,343	4,560	4,788	
DETECTIVE W/INTERMEDIATE	YPOA	1.08	208	1577	1955	3,389	3,660	3,843	4,035	4,237	4,449	4,671	4,905	
DETECTIVE W/ADVANCE	YPOA	1.08	209	1615	2004	3,473	3,751	3,939	4,136	4,343	4,560	4,788	5,027	
DISPATCHER	YPOA	1.06	215	1180	1409	2,442	2,589	2,718	2,864	2,997	3,147	3,304		
DISPATCH SUPERVISOR	YPOA	1.06	223	1239	1478	2,562	2,716	2,852	2,995	3,145	3,302	3,467		
POLICE OFFICER	YPOA	1.08	211	1465	1818	3,151	3,403	3,573	3,752	3,940	4,137	4,344	4,561	
POLICE OFFICER W/INTERMED	YPOA	1.08	212	1501	1862	3,227	3,485	3,659	3,842	4,034	4,236	4,448	4,670	
POLICE OFFICER W/ADVANCE	YPOA	1.08	213	1538	1908	3,307	3,572	3,751	3,939	4,136	4,343	4,560	4,788	
RECORDS SUPERVISOR	YPOA	1.06	217	1308	1561	2,705	2,867	3,010	3,161	3,319	3,485	3,659		
SERGEANT	SERGEANT	1.08	204	2062	2557	4,432	4,787	5,026	5,277	5,541	5,818			
SERGEANT W/INTERMEDIATE	SERGEANT	1.08	205	2113	2621	4,543	4,906	5,151	5,409	5,679	5,963			
SERGEANT W/ADVANCE	SERGEANT	1.08	206	2165	2686	4,655	5,027	5,278	5,542	5,819	6,110			

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF YREKA

AND THE

YREKA POLICE SERGEANTS'  
ASSOCIATION

For the Period from January 1, 2012 to December 31, 2014

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APPENDIX A - SALARY RANGES

Article 1  
General Provisions

1.1 **Parties to the Memorandum**

This Memorandum of Understanding is made and entered into effective the 1st day of January, 2012, by and between the City of Yreka and the Yreka Police Sergeants' Association, hereinafter "City" and "Association" respectively. The Association is the recognized employees' organization for the classifications of City employees hereinafter identified. Upon adoption by the City Council this Memorandum will become binding between the City of Yreka and the Yreka Police Officers' Association and its members.

1.2 **Validity of Memorandum:**

The parties have met and conferred in good faith through their designated representatives concerning matters set forth in Government Code Section 3504 and have reached agreement thereon as set forth below.

1.3 **Recognition:**

The Association is the recognized employee organization for members in the following classifications:

Police Sergeant

1.4 **Effective Date and Term:**

A. This Memorandum of Understanding shall take effect as of January 1 2012, except as otherwise provided herein, and shall remain in full force and effect through December 31, 2014. This Memorandum of Understanding shall only become effective with approval of the City Council of the City of Yreka and the Association. Any financial consideration payable under this Agreement shall commence on the dates stated.

B. Term of this Agreement shall be for three (3) years from January 1, 2012, through and including December 31, 2014.

1.5 **Effect of Memorandum:**

During the term of this Memorandum, the provisions hereof shall govern the wages, hours, benefits, and working conditions of employees with the represented unit covered by the Memorandum, the current edition of the Yreka Police Department Policy Manual, and as otherwise provided in City personnel rules and regulations, resolutions, and ordinances wherein this Memorandum is silent. The Employee Personnel System and the Personnel Rules and Regulations are on file in the City Manager's Office at City Hall. Nothing herein shall be construed to limit the authority by the City to change or modify the Employee Personnel System or the Personnel Rules or Regulations, subject, however, to the City's obligation to meet and confer with the Association.

1.6 **Employee Rights:**

A. Employees of the City shall have the right to form, join, and participate in the activities of an employee organization of their own choosing for the purpose of representation on matters of employer-employee relations, including but not limited to wages, hours, and other terms and conditions of employment. Pursuant to California Government Code Section 3502, employees of the City also have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.

B. Neither the City nor the Association shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees or otherwise interfere with, restrain, or coerce employees because of the exercise of these rights.

1.7 **City Rights:**

The City retains the exclusive right, subject to and in accordance with applicable laws, regulations and the provisions of this Memorandum, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable ordinance and resolution provisions; (d) to discipline employees in accordance with applicable rules; (e) to dismiss employees because of lack of work, funds, or for other reasonable cause; (f) to determine the mission of its departments, its budgets, its organization, the number of employees, and the number, types, classifications and grades of positions of employees assigned to an organization unit, work project, shift or tour of duty, and the methods and technology of performing the work; and (g) to take whatever action that may be necessary and appropriate to carry out its mission in situations of emergency.

1.8 **Non Discrimination Clause:**

As may be required by State or Federal Law, both City and Association agree not to discriminate against any employee because of legitimate union activity or affiliation, political belief, race, creed, color, religion, nationality, age, sex, sexual preference, physical condition or national origin.

1.9 **Requirement to Meet and Confer:**

A. Except in cases of emergency, the City shall give reasonable written notice to the Association when its members are affected by any ordinance, rule, resolution or regulation directly related to matters within the scope of representation proposed to be adopted by the City. City shall give the Association the opportunity to meet with the City. In cases of emergency when the City determines that an ordinance, rule, resolution or regulation must be adopted

immediately, without prior written notice or meeting with the Association, the City shall provide Association the opportunity to meet at the earliest practical time following adoption of such ordinance, rule, resolution or regulation. The Association shall provide to City in writing, the names, addresses and telephone numbers of up to two persons to whom the City shall be required to give notice as required in this paragraph.

B. The City and/or its authorized representatives shall meet and confer in good faith regarding wages, hours and other terms and conditions of employment with representatives of the Association and shall consider fully such presentations as are made by the Association on behalf of its members prior to arriving at a determination of policy or course of action. City agrees to provide time off to two (2) members of the Association while attending meetings with the City during the meet and confer process.

C. "Meet and confer in good faith" means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the public agency of its final budget for the ensuing year. The process should include adequate time for the resolution of impasses where specific procedures for such resolution are contained in local rule, regulation or ordinance, or when such procedures are utilized by mutual consent.

## Article 2

### Salary Ranges and Adjustments and Compensation

#### 2.1 **Salary:**

A. Salary ranges for each classification are specified in Appendix A, attached to this Memorandum. These Salary Ranges reflect an 8% increase for safety members and a 6% increase for non-safety members in exchange for the employees picking up the respective employee share of CalPERS contributions shown in Section 8.1 below. These Salary Ranges shall be retroactive to July 1, 2013

#### 2.2 **Differential from Police Officer Salary:**

At all times during the term of this Agreement, the Step A salary for Sergeant shall exceed the top step police officer salary by not less than 5%. In the event the top step for police officer is modified or changed during the term of this Agreement, the salary range and steps as set forth in Appendix A shall be modified to reflect such 5% differential as of the effective date of the increase of police officer.

**2.3 Standby Time:**

Officers will be paid at the rate of \$50.00 per full 24 hour standby period and \$25.00 for less than a 24-hour standby period. To qualify for standby pay, an officer must be specifically assigned to standby duty.

**2.4 POST Incentive Program:**

Because it is in the best interest of the City and safety personnel to keep members of the Police Department informed and up-to-date on current law enforcement techniques and procedures the following incentive program is instituted: A Police Officer attaining the POST Intermediate Certificate will be entitled to 2.5% special pay above the base salary and an additional 2.5% above the base salary for the POST Advanced Certificate as reflected on the salary schedule. POST incentive pay shall be retroactive to the date of the POST certificate, provided that the employee submits the certificate to the Chief of Police within 30 days of receipt.

**2.5 One Time Payment:**

A *one time* payment of \$3,000 will be made in January 2014 for all members of the bargaining unit as of that date. This pay will be issued either with the first payroll run of 2014 or a special payroll run by January 10, 2014. For purposes of FLSA overtime and CalPERS calculations for Classic Members, this pay will cover the period between January 1, 2014 and December 31, 2014.

Article 3

Medical, Dental, Vision, Life and Disability Plans

**3.1 Medical Plan:**

A. The City will continue the flexible benefit plan for employee health benefits in accordance with Internal Revenue Code Section 125. The employee may choose to cover premium costs for the eligible employee's health plan or other plans available through PERS and/or other qualified supplemental plans. Total monthly premium costs of selected insurance coverages which exceed the City's **contribution toward** the eligible employee's flexible benefit health plan premium will be the responsibility of the employee. The minimum required coverages that each employee must select under the flexible benefit plan is the PERS Health Plan. In order to be excluded from this requirement for the PERS Health Plan, an employee must submit verification of substantially equivalent alternate coverage for health insurance. Employees who elect no coverage pursuant to this Section shall not receive this benefit, but shall be eligible for the benefit described in subparagraph 3.1.J of this Section.

B. Effective **January 1, 2012**, and continuing thereafter, the **City contribution** for the eligible employee's flexible benefit health plan shall not exceed the following sums:

2012 Cap	2014 Cap
\$480.00	\$500
\$900.00	\$940
\$1,135.00	\$1,195

C. For purposes of this Agreement, “premium costs for the eligible employee’s health plan” shall include the eligible employee’s participation in the PERS Health Plan.

D. By not later than December 31<sup>st</sup> each year, each employee shall execute a written authorization regarding the medical premium deduction. The deduction will be made on a biweekly basis.

E. The dedicated City contribution to CalPERS Health coverage is the minimum amount required by the City’s contract with CalPERS, which is currently One Hundred Fifteen and no/100 dollars (\$115.00) per month for each active employee or annuitant (equal amount contribution).

F. The parties agree that administration of the plan, enrolling or canceling enrollment of employees or their dependents and processing claims and securing of adequate risk protection shall be the sole administrative and financial responsibility of the City.

G. There shall be no decrease in benefits except as are imposed upon the City as benefit modifications by CalPERS. Any change in plan benefits to the employee by the City shall be on a Meet and Confer basis.

H. An employee with court ordered dependent health coverage must show proof of that order in the form of a qualified domestic relations' order (QRDO) before dependent coverage can be extended and otherwise meet the standards and regulations of the CalPERS Health Plans.

I. The City agrees to continue and fund for employees who elect no City provided health insurance coverage a cash in lieu benefit in the amount of \$500 per month, disbursable to the employee biweekly on a taxable income basis, in accordance with IRS Code Section 125.

J. Either party may request to reopen negotiations on health insurance, if there is a proposed substantial change in the PPO network for the PERS Health Plan, or changes resulting from the implementation of the Affordable Care Act.

3.2 **Dental Plan:**

The parties agree that the current self-funded dental plan will remain in effect. The parties agree that the administration of the plan, including but not limited to the providing of information about the plan, enrolling or canceling enrollment of employees or their dependents and processing claims shall be the sole administrative and financial responsibility of the City. There will be no decrease in benefits.

City agrees to pay one hundred percent (100%) of the dental plan cost including dependent coverage.

3.3 **Vision Plan:**

City agrees to continue to provide a vision plan through the California Vision Service Plan (VSP) B with a \$25.00 deductible including coverage for dependents at its sole expense. City retains the right to self-insure at the same benefit level. There will be no decrease in benefits.

City agrees to pay one hundred percent (100%) of the vision plan cost including dependent coverage.

3.4 **Life Insurance Plan:**

Life Insurance will be procured for each employee, (excluding retired employees) equal to the amount of the gross salary received under the salary schedule for a given year, not including overtime or special pay. Dependent coverage at the amount of one thousand dollars (\$1,000) per spouse and child is provided in the current plan. City agrees to pay the premium for this coverage.

3.5 **Disability Plan:**

The City does not provide a Disability Plan.

Article 4  
Vacation and Leave

4.1 **Vacation Leave:**

A. The policy for use of vacation is based on the intent that vacation time be a relief from regular work schedules. The relief from work is for the personal well being of employees, both mentally and physically, to insure healthy work and personal lives.

B. All employees shall be entitled to annual vacation leave with pay except the following:

(1) Employees who have served less than six (6) months in the service of the City. However, vacation credits for the time will be granted to each such employee who later receives a permanent appointment.

(2) Employees who work on a provisional basis and all employees who work less than one thousand five hundred (1,500) hours per year.

C. Eligible employees who work less than full-time but one thousand five hundred (1,500) hours or more per year shall be credited for vacation on a prorated basis.

D. Vacation units shall be accumulated on an hour basis in accordance with the following schedule:

Months of Employment	Vacation Hours Accrued Per Pay Period Based on 26 equal pay periods per year		Maximum Carryover As of January 1*
1 – 60 months	3.08 hours	80 hours per year	120 hours
61 – 180 months	4.62 hours	120 hours per year	180 hours
181 months and after (max)	6.15 hours	160 hours per year	240 hours

\*1.5 times the annual accrual

E. The time during a calendar year at which an employee may take their vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the City.

F. The City agrees to permit probationary employees to use earned vacation time during the probationary period. In cases where an employee has one year or greater probation, and in cases of real need, an employee may, departmental workload permitting, be allowed to take up to forty (40) hours of earned vacation. Should said employee terminate voluntarily or involuntarily prior to achieving permanent status, the pay for vacation used will be deducted from the final paycheck.

G. Previous part-time City employees, who have subsequently become full-time regular employees without separation of service, shall be credited with such part-time City service, for the purpose of computing months of employment and vacation accrual rate. One hundred seventy-three (173) hours of part-time City service shall equal one (1) month of employment. As to any current employee, who may be entitled to a greater vacation accrual rate as of the effective date of this Memorandum of Understanding, pursuant to this paragraph, such additional vacation accrual shall be prorated only for the balance of the calendar year.

4.2 **Holidays:**

In lieu of taking said holidays, members of the Police Officer and permanent full-time dispatcher classifications shall receive 5.54 hours per pay period, additional pay computed as follows: Employees base salary hourly rate times 144, (12 days X 12 hrs/day = 144 hrs) divided by 26 pay periods per calendar year is equal to the amount each such employee shall receive with the payroll check.

4.3 **Sick Leave:**

A. All employees, except part-time and extra help employees, shall be entitled to eight (8) hours of sick leave with pay each month or major fraction thereof, with no accumulation limit.

B. City has entered into an agreement with the PERS whereby accumulated sick leave is converted to additional service credit upon retirement.

C. Sick leave with pay shall be granted upon the recommendation of the department head in a case of the bona fide illness of the employee. Sick leave with pay shall be held to include diagnostic procedures, dental procedures and ophthalmology services when performed by a duly licensed practitioner.

D. In case of illness extending beyond two (2) days duration, the employee shall furnish a certificate issued by a licensed practitioner. Each certificate shall be filed by the department head with the payroll clerk. It shall be the policy of the City that sick leave shall be considered a privilege and not a right. It shall be the responsibility of the department head to deny the use of sick leave with pay in cases where there is substantial evidence of abuse of the sick leave privilege.

E. An employee who is entitled to Worker's Compensation under the labor code of the State may elect to take as much of his/her accumulated sick leave or accumulated vacation as when added to the Worker's Compensation will result in payment to that employee of his/her full salary or wage.

F. No City employee shall be entitled to the use of sick leave while absent from duty on account of any of the following causes: disability arising from any sickness or injury purposely self-inflicted or caused by their willful misconduct; sickness or disability sustained while on leave of absence other than regular vacation. Sick leave, up to ten (10) days per calendar year, may be used by an employee to attend to an illness to the employee's spouse, child or parent. "Child" means a biological, foster or adopted child; a stepchild; a legal ward; or a child to whom the employee acts as a parent. "Parent" includes a biological, foster, or adoptive parent. Sick leave to care for ill family members is subject to all policies that apply to sick leave, including

medical documentation.

#### 4.4 **Physical Fitness Incentive Program:**

All sworn police officers in the association have the option of participating in an annual physical fitness test. The test is intended to keep officers in good physical condition. Staying in good physical condition will be the officer's responsibility by whatever means necessary, will be done on the officer's own time and the City will have no responsibility in connection with the means of conditioning. The test will be conducted before July 1<sup>st</sup> of each year. The physical fitness test will meet the minimum POST fitness standards in effect for each given year. Upon successfully passing the test, the employee will receive 20 hours of compensatory time off. The employee understands that the test is optional and the employee will not receive hourly compensation for the time the employee participated in taking the test unless the test falls during the employee's normal work shift.

### Article 5

#### Allowances and Reimbursements:

#### 5.1 **Book and Tuition Reimbursement:**

- A. To encourage the training of employees in subjects which would be of substantial benefit to the City, as well as the employee, the City Police Department maintains a book and tuition reimbursement program, budgeted at not more than \$1,500.00 per year
- B. All requests for this program shall be submitted to the City Manager's Office prior to commitment. Such requests shall be in writing on City provided form and describe the nature of the training to be entered into, the cost of such training, and comments with respect to its applicability to the particular employee's job. The request shall be accompanied by a statement from the department head.
- C. For approved training extending over a period of time exceeding two (2) weeks, the City shall refund to the employee all cost of tuition and required books upon presentation of evidence of successfully completing the course with a grade of C or better, submission of request form along with a copy of the grade report attained and a copy of the receipt for payment of tuition and books. In the event that the employee is financially unable to advance the cost of tuition and required books, the City may, upon written request and agreement by the employee, advance the cost of tuition and required books subject to reimbursement by the employee should he/she fail to satisfactorily complete such training and authorizing the City to deduct such cost from the payroll in such event.
- D. Tuition and required book costs for approved short courses or institutes less than two (2) weeks shall be paid initially by the City.

5.2 **Uniform Allowance:**

A. Members of the Police Department designated by the Chief of Police (Police Officers, Dispatchers and Animal Control Officer) where uniforms are mandatory in the performance of their duties shall receive a uniform allowance in the amount of \$750.00 per year. The uniform allowance shall be paid by separate check in two equal portions: One check payable after January 1 of a given year and one check payable with the second paycheck after July 1 of a given year.

B. In the case of newly hired officers, the initial installment of the uniform allowance shall be paid within the first full pay period following the date of hire and the second installment shall be paid at the time of the next payment scheduled pursuant to Paragraph 5.2.A.

C. The City agrees to replace or reimburse employees for uniform articles that are lost or damaged in the line of duty so long as such loss or damage is not the result of substantial fault or negligence on the part of the employee.

5.3 **Safety Equipment:**

In accordance with Government Code Section 50081 the City will furnish each safety officer the following equipment:

1. Soft body armor vest Type 2A or equivalent, replaced in accordance with manufacturer's recommendation.
2. Service weapon and service ammunition.
3. Three magazines and two magazine cases.
4. Holster.
5. ASP and ASP holder.
6. Two pair of handcuffs (Smith and Wesson or Peerless or comparable quality) and two single handcuff cases.
7. Flashlight (metal, with battery charger).
8. Sam Browne belt
9. Keeper straps.
10. Rain Gear.
11. Chemical agent and holder.
12. Whistle.
13. Helmet with face shield.
14. Tritium night sights for issued service weapon.
15. Flat badge and wallet
16. Lightweight call out jacket with police identification.

Said equipment shall remain the property of the City.

5.4 **C.P.O.A Membership:**

The City agrees to enroll each Sergeant into the C.P.O.A. (California Police Officers Association) and continue such enrollment as long as the Sergeant is an employee for the City. The C.P.O.A. provides legal advice for the Sergeants.

Article 6

Work Hours, Overtime, Compensatory Time Off

6.1 **Overtime:**

A. Overtime is defined as a City-required act or time expenditure by an employee in excess of the 160 hours worked in a 28 day work period. Overtime as defined above shall include, but not be limited to, any and all mandatory meetings, briefings, weapons qualification, required classes or courses, court appearances, and special assignments as prescribed by applicable state and federal law not occurring within the normal hours scheduled for the employee. For ease of administration, the City may, at its option, use 80 hours in a 14 day work period.

B. Any such act or time expenditure required of an employee by the City after the employee has completed a continuous period of duty and must be called back to perform such additional duty, prior to the next scheduled duty, shall receive a minimum of two hours of compensation. Call back for court appearances on off-duty time shall be a minimum two (2) hours of compensation when the call back duty continues into the employee's scheduled work shift, but will be credited only for actual time worked.

C. The overtime rate will be computed on a time and one-half basis.

D. Overtime worked may be selected as pay or compensatory time (CTO) at the discretion of the employee within the applicable payroll period with a maximum CTO accumulation of one hundred sixty (160) hours. Any overtime worked after an employee has accumulated one hundred sixty (160) hours of CTO will be paid as salary for the applicable payroll period.

E. Approved sick leave, vacation leave and CTO utilized by the employee will be counted as time worked for the purpose of computing overtime.

Article 7

Catastrophic Leave

7.1 **Catastrophic Leave:**

The City has implemented a Catastrophic Leave program whereby the employees of the

City may donate any accrued compensatory time off, vacation time or sick leave to a co-employee provided, however, that the sick leave donated by any one employee may not exceed five days in any calendar year. The purpose of this policy is to provide a co-employee with additional time off when they have a serious illness or injury resulting in the exhaustion of all paid leave before they are able to return to work.

Article 8  
Retirement

8.1 **Employee Retirement Plan:**

A. For Classic Employees, as defined by CalPERS, the City will enroll and maintain enrollment of employees in the PERS 2% @ 50 Classic 1085 Safety retirement plan. Classic Employees shall pay the employee contribution for their respective retirement plans which are 9% for PERS 2% at 50 (Classic 1085 Safety). These contribution levels will be retroactive to July 1, 2013

B. For new CalPERS employees, the City will enroll employees in the PERS 2.7% @ 57 PEPRA 25443 Safety retirement plan. Employees shall pay their share of contributions in accordance with State law, CalPERS rules and regulations.

Article 9  
Personnel Rules/Job Descriptions

9.1 **Personnel Rules/Job Descriptions**

A. During the term of this contract the parties will meet to discuss personnel rule changes and job descriptions.

Article 10  
Concerted Activities

10.1 **Concerted Activities:**

A. The parties to this Memorandum recognize and acknowledge that the services performed by the City employees covered by this Memorandum are essential to the public health, safety and general welfare of the residents of the City of Yreka. The Association will not recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, or slow-down to affect an

employer-employee relations position (hereinafter referred to as work-stoppage), in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. Picketing shall be prohibited on matters involving wages, insurance coverage and leaves from work during the term of this Memorandum. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

B. City agrees not to lock out employees.

C. In the event of any work stoppage during the term of this Memorandum, whether by the Association or any member of the bargaining unit, the Association through its officers, shall immediately declare in writing that such work stoppage is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the City. The City shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to any work stoppage activity herein prohibited, and the City shall have the right to seek full legal redress, including damages, as against any such employee. It is understood that employees so disciplined retain an appeal right under the City's employer-employee relations policies and California law.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in Yreka, California, as of the day and year first above written and upon approval by the City Council and the Association, to be effective January 1, 2012.

CITY OF YREKA

Date signed: \_\_\_\_\_

By: \_\_\_\_\_

Steven W. Baker, City Manager

YREKA POLICE SERGEANTS'  
ASSOCIATION

Date signed: \_\_\_\_\_

By: \_\_\_\_\_

Chris Betts, President

\_\_\_\_\_  
Steve Allen, Representative

\_\_\_\_\_  
Dohn Henion

City Attorney

City of Yreka  
2013-14 Salary Schedules  
Monthly Salary  
(POA and Sergeants)

updated 9/17/2013 for POA Contract

JOB TITLE	UNIT	COLA	JOB#	RANGE	Range	BASE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	Not Based Longevity
ADMINISTRATIVE SECRETARY	YPOA	1.06	214	1308	1561	2,705	2,867	3,010	3,161	3,319	3,485	3,659		
ANIMAL CONTROL	YPOA	1.06	230	1230	1469	2,546	2,699	2,834	2,976	3,125	3,281	3,445		
DETECTIVE	YPOA	1.08	207	1538	1908	3,307	3,572	3,751	3,939	4,136	4,343	4,560	4,788	
DETECTIVE W/INTERMEDIATE	YPOA	1.08	208	1577	1955	3,389	3,660	3,843	4,035	4,237	4,449	4,671	4,905	
DETECTIVE W/ADVANCE	YPOA	1.08	209	1615	2004	3,473	3,751	3,939	4,136	4,343	4,560	4,788	5,027	
DISPATCHER	YPOA	1.06	215	1180	1409	2,442	2,589	2,718	2,854	2,997	3,147	3,304		
DISPATCH SUPERVISOR	YPOA	1.06	223	1239	1478	2,562	2,716	2,852	2,995	3,145	3,302	3,467		
POLICE OFFICER	YPOA	1.08	211	1465	1818	3,151	3,403	3,573	3,752	3,940	4,137	4,344	4,561	
POLICE OFFICER W/INTERMED	YPOA	1.08	212	1501	1862	3,227	3,485	3,659	3,842	4,034	4,236	4,448	4,670	
POLICE OFFICER W/ADVANCE	YPOA	1.08	213	1538	1908	3,307	3,572	3,751	3,939	4,136	4,343	4,560	4,788	
RECORDS SUPERVISOR	YPOA	1.06	217	1308	1561	2,705	2,867	3,010	3,161	3,319	3,485	3,659		
SERGEANT	SERGEANT	1.08	204	2062	2557	4,432	4,787	5,026	5,277	5,541	5,818			
SERGEANT W/INTERMEDIATE	SERGEANT	1.08	205	2113	2621	4,543	4,906	5,151	5,408	5,679	5,963			
SERGEANT W/ADVANCE	SERGEANT	1.08	206	2165	2686	4,655	5,027	5,278	5,542	5,819	6,110			



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**CITY OF YREKA  
CITY COUNCIL AGENDA MEMORANDUM**

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To: Yreka City Council  
Prepared by: City Clerk  
Agenda title: Approval of Appointments to the Yreka Planning Commission.  
Meeting date: October 17, 2013.

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Discussion:

Yreka Municipal Code provides that members of the Planning Commission shall be appointed by the Mayor with the approval of the City Council.

Terms of two (2) of the current members of the Planning Commission were set to expire on September 30, 2013, and the Mayor placed the appointments on the September 19, 2013 agenda. Due to the cancellation of that meeting for lack of a quorum, the Mayor has asked that item be re-scheduled for tonight's meeting.

Government Code section 1302 provides that an officer whose term has expired shall continue to discharge the duties of his/her office until a successor has qualified.

Approved by:   
Steven Baker, City Manager



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**CITY OF YREKA  
CITY COUNCIL AGENDA MEMORANDUM**

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To: Yreka City Council  
Prepared by: City Clerk  
Agenda title: Approval of Appointments to the Yreka Planning Commission.  
Meeting date: September 19, 2013.

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Discussion:

The terms of Planning Commissioners Steve Leal and Barry Ohlund are scheduled to expire on September 30, 2013. Yreka Municipal Code provides that members of the Planning Commission shall be appointed by the Mayor with the approval of the City Council.

A Notice of Vacancy was published in the Siskiyou Daily News inviting interested parties to apply. The City received applications from Duane Kegg, Steve Leal, and Barry Ohlund.

Approved by: \_\_\_\_\_

  
Steven Baker, City Manager

APPLICATION TO CITY COMMISSIONS

Application for possible appointment to City Planning Commission.

The Planning Commission meets on the third Wednesday of every month at 6:30 p.m.

NAME: Duane Kegg Address 543 3<sup>rd</sup> St.

Length of residence in Yreka: 45 yrs. Phone No. 530-598-9663

What is your particular background, interest and/or experience that would contribute to this commission?

*I am a life resident of Yreka, my family was the first settlers in Little Shasta Valley. I currently own two businesses one is Kegg's Kreationas, which is a custom cabinet and counter-top shop that has been in business for thirteen years. The second is Siskiyou Builders Exchange, which is a resource center for contractors and customers. I am also currently a Board of Director for The Chamber of Commerce. I have ran and helped many city events in the past and hope to apply my knowledge to help better the Yreka area.*

The City Council would like to thank you for the interest you have shown in your City. If you receive an appointment to a commission, you will be notified immediately. The filling out of this application in no way guarantees an appointment but does guarantee that you will be seriously considered when one is available.

Date 8-30-13

Please return to: Liz Casson  
City Clerk  
701 Fourth Street  
Yreka, Ca. 96097  
841-2324

## APPLICATION TO CITY COMMISSIONS

CITY OF YREKA

Application for possible appointment to City Planning Commission.

The Planning Commission meets on the third Wednesday of every month at 6:30 p.m.

NAME: Steve Leal Address 851 Knapp St.

Length of residence in Yreka: 48 Years Phone No. 842-7308

What is your particular background, interest and/or experience that would contribute to this commission?

The applicant has a long-standing and keen interest in the growth and development of the City of Yreka. I have served on the Planning Commission during the prior three-year term, the last year of which I was honored to serve as Commission Chair. I have attended conferences and training sessions offered by the League of California Cities and have developed a broad understanding of the laws and regulations governing planning activities & decisions. I would appreciate being considered for a second term serving on this important commission.

SLW Leal

The City Council would like to thank you for the interest you have shown in your City. If you receive an appointment to a commission, you will be notified immediately. The filling out of this application in no way guarantees an appointment but does guarantee that you will be seriously considered when one is available.

Date 8/23/2013

Please return to: Liz Casson  
City Clerk  
701 Fourth Street  
Yreka, Ca. 96097  
841-2324

APPLICATION TO CITY COMMISSIONS

Application for possible appointment to City Planning Commission.

The Planning Commission meets on the third Wednesday of every month at 6:30 p.m.

NAME: BARRY CHIVIND Address 813 SILVA CT.

Length of residence in Yreka: 60+ Phone No. 842 2350

What is your particular background, interest and/or experience that would contribute to this commission?

I AM A RETIRED BUSINESS MAN WHO MADE A  
LIVING HERE BY MAKING GOOD BUSINESS DECISIONS  
I CONTINUE TO RUN MY BUSINESS BUILDING &  
WISH TO CONTINUE CITY PLANNING

The City Council would like to thank you for the interest you have shown in your City. If you receive an appointment to a commission, you will be notified immediately. The filling out of this application in no way guarantees an appointment but does guarantee that you will be seriously considered when one is available.

Date 8/19/13

Please return to: Liz Casson  
City Clerk  
701 Fourth Street  
Yreka, Ca. 96097  
841-2324

## **2.20.020 - Membership—Appointment—Terms—Vacancies.**

The planning commission shall consist of seven members, none of whom shall be officials or employees of the city. Members of the commission shall be appointed by the mayor with the approval of the city council.

Members of the planning commission heretofore appointed and in office on the effective date of the ordinance codified in this chapter, shall hold office in accordance with the term theretofore set for each such respective member. Vacancies existing on the planning commission as of the effective date of the ordinance codified in this chapter, and vacancies occurring by expiration of the term of a commissioner, shall be appointed for four—year terms. If a vacancy shall occur otherwise than by expiration of the term of the commissioner, it shall be filled by appointment for the unexpired portion of the term. In the event any commissioner shall be absent at three consecutive meetings of the planning commission, such commissioner may be removed by the city council and appointment may be made for the unexpired term of such commissioner.



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**CITY OF YREKA**  
**CITY COUNCIL AGENDA MEMORANDUM**

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To: Yreka City Council  
Prepared by: Steve Baker, City Manager  
Agenda title: Accomplishment Report from Brownfields Grant  
Meeting date: October 17, 2013

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Discussion:

In 2009, the City of Yreka received a \$400,000 grant from the Environmental Protection Agency (EPA) to complete Environmental Assessments to facilitate the reuse and redevelopment of properties that may have been contaminated due to former use. The City partnered with the Siskiyou County Economic Development Council (SCEDC) to manage and implement this project. The SCEDC subcontracted with a geotechnical firm to conduct the specific environmental assessments.

Following are a list of accomplishments:

- Compiled an inventory and summary information on potential brownfield sites in Yreka.
- Phase I reports (2) completed on 2 sites which has facilitated industrial and non-profit acquisitions and the successful reuse of property - Belcampo, Habitat for Humanity.
- Completed three Phase I reports on portions of 11 parcels to facilitate future acquisitions for open space and flood protection purposes.
- One Phase I was started but the owner withdrew before completion of the report.
- One Phase I report is facilitating a new retail use and providing due diligence assurance for buyers.
- Phase I reports (3) are facilitating new industrial uses and providing due diligence assurance for the potential buyer(s).
- Completed Phase II sampling for a retail use which resulted in finding no contamination and generation of a "No Further Action Letter" from the responsible state agency.
- Completed Phase II sampling for an industrial use resulting in cleanup and encapsulation recommendations.

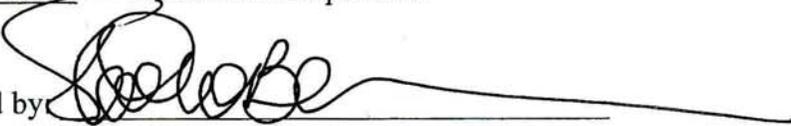
This project also resulted in several broader results, such as:

- Relationship building with the EPA and several of the state agencies with regulatory authority over potential brownfield sites.
- Networking with other cities and agencies working on effective property reuse and redevelopment.
- Development of community and site marketing materials and promotional video.
- Increased expertise of local staff for addressing property reuse where potential environmental issues exist.

Fiscal Impact: None.

Recommendation and Requested Action: No action is requested.

Approved by

  
Steven Baker, City Manager