

YREKA CITY COUNCIL
AGENDA

October 6, 2016 – 6:30 P.M.

Yreka City Council Chamber 701 Fourth Street, Yreka, CA

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

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS: This is the time for public comments. Council may ask questions but may take no action during the public comment section of the meeting, except to direct staff to prepare a report or place an item on a future agenda. If you are here to make comments on a specific agenda item, you may speak at that time. If not, this is the time. Please limit your remarks to 5 minutes.

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

1. Discussion/Possible Action - Consent Calendar: All matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion or a member of the audience wishes to comment on an item. The City Manager recommends approval of the following consent calendar items:
 - a. Approval/ratification of payments issued from September 16, 2016 through October 6, 2016.
 - b. Approval of Minutes of the meeting held September 15, 2016.
 - c. Adopt Resolution extending the suspension of Section 13.76.010 of the Yreka Municipal Code allowing installation of banners on Fairlane Road.
 - d. Acceptance of Treasurer's Report and Budget to Actual for the month of July and August 2016.
 - e. Approval by Yreka City Council of the City of Yreka the 2015-2016 Operating Budget Closing Revisions.
2. Discussion/Possible Action – Adopt Resolution authorizing the City to change the Water Conservation Stage from Stage Two (Water Alert) to Stage One (Basic Stage).
3. Discussion/Possible Action – Adopt Five Resolutions Authorizing Membership in Joint Powers Authorities (JPAs) Offering Property Assessed Clean Energy (PACE) Programs, Inclusion of City Properties in Each Program Territory, and the Approval of Agreements with PACE Providers.
 - a) Resolution of the City Council of the City of Yreka Consenting to the Inclusion of Properties Within the Territory of the City in the **CSCDA Open PACE Programs**; Authorizing the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Contractual Assessment Proceedings and Levy Contractual Assessments Within the Territory of the City; and Authorizing Related Actions
 - b) Resolution of the City Council of the City of Yreka, California, Consenting to the Inclusion of Properties Within the City's Jurisdiction in the **California HERO Program** to Finance

Distributed Generation Renewable Energy Sources, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and Approving the Amendment to a Certain Joint Powers Agreement Related Thereto

- c) Resolution of the City Council of the City of Yreka, California, Approving Associate Membership by the City in the California Enterprise Development Authority; Authorizing the Execution of an Associate Membership Agreement Relating to Associate Membership of the city in the Authority; Authorizing the City to Join the **Figtree PACE Program**; Authorizing the California Enterprise Development Authority to Conduct Contractual Assessments Within the Territory of the City of Yreka; and Authorizing Related Actions
 - d) Resolution of the City Council of the City of Yreka, California, Consenting to Inclusion of Properties Within the City's Jurisdiction in the California Home Finance Authority Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy Improvements, Energy Efficiency and Water Conservation Improvements and Electric Vehicle Charging Infrastructure, and Approving Associate Membership in the Joint Exercise of Powers Authority Related Thereto ("**SB 555 PACE Program** Resolution")
 - e) Resolution of the City Council of the City of Yreka, California, Consenting to Inclusion of Properties Within the City's Jurisdiction in the California Home Finance Authority AB 811 PACE Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure ("**AB 811 PACE Program** Resolution")
4. Discussion/Possible Action – Annual Development Impact Fee Report:
- a. Public Hearing – to solicit public comments regarding the City's intention to adopt a Resolution approving updates to the City's Capital Improvement Plan and Development Impact Fee Program.
 - b. Discussion/Possible Action – Adopt Resolution approving updates to the City's Capital Improvement Plan and Development Impact Fee Program.
5. City Manager Report
- Town Hall Meetings have been scheduled for **October 3, 2016 @ 6 p.m.** and **October 12, 2016 @ 6 p.m.** to provide educational materials to the public on the City's Tax Measure C.
 - The Chamber of Commerce Candidate Form has been scheduled for October 12, 2016, in the Council Chambers immediately following the Town Hall Meeting.

Council Statements and Requests: Members of the Council may make brief announcements, 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 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).

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

Adjournment.

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

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

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

Accounts Payable

Computer Check Proof List by Vendor

User: lysandra
 Printed: 09/28/2016 - 12:37PM
 Batch: 60024.09.2016



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1527 FPA-90749	ACME COMPUTER INV FPA-90749	3,480.00	10/07/2016	Check Sequence: 1 01-050-0000-525-000	ACH Enabled: False
	Check Total:	3,480.00			
Vendor: 1011 LMED1320524	AMERICAN LINEN INV LMED1320524	29.11	10/07/2016	Check Sequence: 2 01-200-0000-526-000	ACH Enabled: False
	Check Total:	29.11			
Vendor: 4301	AT&T CALNET			Check Sequence: 3	ACH Enabled: False
8565571	CM 8565571	-0.19	10/07/2016	01-210-0000-517-000	
8565572	CM 8565572 - CREDIT FROM CALNET 2 AC	-4.90	10/07/2016	01-210-0000-517-000	
8565572	CM 8565572 - CREDIT FROM CALNET 2 AC	-6.43	10/07/2016	01-220-0000-517-000	
8565572	CM 8565572 - CREDIT FROM CALNET 2 AC	-16.97	10/07/2016	01-300-0000-517-000	
8565572	CM 8565572 - CREDIT FROM CALNET 2 AC	-6.87	10/07/2016	01-350-0000-517-000	
8565572	CM 8565572 - CREDIT FROM CALNET 2 AC	-6.62	10/07/2016	01-060-0000-517-000	
8565572	CM 8565572 - CREDIT FROM CALNET 2 AC	-88.44	10/07/2016	01-020-0000-517-000	
8565572	CM 8565572 - CREDIT FROM CALNET 2 AC	-12.29	10/07/2016	01-030-0000-517-000	
8565572	CM 8565572 - CREDIT FROM CALNET 2 AC	-9.86	10/07/2016	01-040-0000-517-000	
8565572	CM 8565572 - CREDIT FROM CALNET 2 AC	-17.78	10/07/2016	01-370-0000-517-000	
8565572	CM 8565572 - CREDIT FROM CALNET 2 AC	-8.29	10/07/2016	01-470-0000-517-000	
8565572	CM 8565572 - CREDIT FROM CALNET 2 AC	-18.25	10/07/2016	01-480-0000-517-000	
8565572	CM 8565572 - CREDIT FROM CALNET 2 AC	-4.93	10/07/2016	24-320-0000-517-000	
8565572	CM 8565572 - CREDIT FROM CALNET 2 AC	-6.46	10/07/2016	70-510-0000-517-000	
8565572	CM 8565572 - CREDIT FROM CALNET 2 AC	-5.80	10/07/2016	70-520-0000-517-000	
8565572	CM 8565572 - CREDIT FROM CALNET 2 AC	-7.21	10/07/2016	80-560-0000-517-000	
8566758	CM 8566758	-0.15	10/07/2016	01-350-0000-517-000	
8568168	INV 8568168	17.17	10/07/2016	01-470-0000-517-000	
8568169	INV 8568169	17.18	10/07/2016	01-210-0000-517-000	
8568171	INV 8568171	17.17	10/07/2016	01-350-0000-517-000	
8568172	INV 8568172	810.09	10/07/2016	01-200-0000-517-000	
8573738	INV 8573738	30.91	10/07/2016	01-200-0000-517-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
8615104	CM 8615104	-3.06	10/07/2016	01-300-0000-517-000	
8615109	CM 8615109	-1.14	10/07/2016	01-020-0000-517-000	
8615824	CM 8615824	-0.37	10/07/2016	70-510-0000-517-000	
8616810	INV 8616810	16.46	10/07/2016	01-300-0000-517-000	
8616811	INV 8616811	16.38	10/07/2016	80-560-0000-517-000	
8616812	INV 8616812	31.03	10/07/2016	01-020-0000-517-000	
8616813	INV 8616813	16.38	10/07/2016	70-510-0000-517-000	
8623383	INV 8623383	99.57	10/07/2016	01-210-0000-517-000	
AUGUST 2016	BAN 9391026737	14.45	10/07/2016	01-210-0000-517-000	
AUGUST 2016	BAN 9391026737	18.97	10/07/2016	01-220-0000-517-000	
AUGUST 2016	BAN 9391026737	20.26	10/07/2016	01-350-0000-517-000	
AUGUST 2016	BAN 9391026737	50.02	10/07/2016	01-300-0000-517-000	
AUGUST 2016	BAN 9391026737	263.90	10/07/2016	01-020-0000-517-000	
AUGUST 2016	BAN 9391026737	36.23	10/07/2016	01-030-0000-517-000	
AUGUST 2016	BAN 9391026737	29.08	10/07/2016	01-040-0000-517-000	
AUGUST 2016	BAN 9391026737	19.53	10/07/2016	01-060-0000-517-000	
AUGUST 2016	BAN 9391026737	24.45	10/07/2016	01-470-0000-517-000	
AUGUST 2016	BAN 9391026737	52.42	10/07/2016	01-370-0000-517-000	
AUGUST 2016	BAN 9391026737	53.82	10/07/2016	01-480-0000-517-000	
AUGUST 2016	BAN 9391026737	14.55	10/07/2016	24-320-0000-517-000	
AUGUST 2016	BAN 9391026737	19.04	10/07/2016	70-510-0000-517-000	
AUGUST 2016	BAN 9391026737	18.08	10/07/2016	80-560-0000-517-000	
AUGUST 2016	BAN 9391026737	17.11	10/07/2016	70-520-0000-517-000	
	Check Total:	1,498.24			
Vendor: 6021	BASIC LABORATORY INC			Check Sequence: 4	ACH Enabled: False
1608365	INV 1608365 - COLILERT BACTI	96.00	10/07/2016	70-500-0000-420-006	
1608528	INV 1608528 - COLILERT BACTI	96.00	10/07/2016	70-500-0000-420-006	
1608763	INV 1608763 - COLILERT BACTI	96.00	10/07/2016	70-500-0000-420-006	
1608853	INV 1608853 - TTHM, HAA5, TOC	571.00	10/07/2016	70-510-0000-416-001	
1609063	INV 1609063 - COLILERT BACTI	96.00	10/07/2016	70-500-0000-420-006	
1609214	INV 1609214 - INORGANIC MINERALS	373.00	10/07/2016	70-510-0000-416-001	
1609292	INV 1609292 - COLILERT BACTI	96.00	10/07/2016	70-500-0000-420-006	
1609474	INV 1609474 - (20) LEAD AND COPPER	660.00	10/07/2016	70-510-0000-416-001	
1609567	INV 1609567 - COLILERT BACTI	96.00	10/07/2016	70-500-0000-420-006	
	Check Total:	2,180.00			
Vendor: 1024	BAY ALARM COMPANY			Check Sequence: 5	ACH Enabled: False
223766 10-12/16	ACCT 223766 10-12/16	572.22	10/07/2016	01-200-0000-517-004	
641166 10-12/16	ACCT 641166 10-12/16	94.50	10/07/2016	01-020-0000-517-004	
641266 10-12/16	ACCT 641266 10-12/16	94.50	10/07/2016	01-350-0000-517-004	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	761.22			
Vendor: 1041	RON BLACK			Check Sequence: 6	ACH Enabled: False
10/07/16	OCTOBER 2016	689.50	10/07/2016	01-200-0000-521-004	
	Check Total:	689.50			
Vendor: 1043	BUDGE-MCHUGH			Check Sequence: 7	ACH Enabled: False
159541	INV 159541 - SCC ROMAC 3/4" COPPER & II	888.17	10/07/2016	70-500-0000-420-010	
	Check Total:	888.17			
Vendor: 2297	BULLERT INDUSTRIAL ELECTRIC INC			Check Sequence: 8	ACH Enabled: False
1527	INV 1527 - REMOVAL & REPLACEMENT OF	754.40	10/07/2016	80-560-0000-420-003	
	Check Total:	754.40			
Vendor: 2415	DOROTHY CARTER-KIMSEY			Check Sequence: 9	ACH Enabled: False
RFND FEE	RFND ADOPTION FEE	40.00	10/07/2016	01-230-0000-870-300	
	Check Total:	40.00			
Vendor: 2274	JOSEPH CASTIL			Check Sequence: 10	ACH Enabled: False
10/07/16	REIMBURSE ADVANCED WASTE TREATME	117.68	10/07/2016	80-560-0000-513-000	
	Check Total:	117.68			
Vendor: 1057	CDW-G COMPUTING SOLUTIONS			Check Sequence: 11	ACH Enabled: False
FHQ4023	INV FHQ4023 - MS SURFACE PRO 4	560.26	10/07/2016	80-550-0000-416-000	
FHQ4023	INV FHQ4023 - MS SURFACE PRO 4	2,000.94	10/07/2016	01-020-0000-516-000	
FHQ4023	INV FHQ4023 - MS SURFACE PRO 4	200.12	10/07/2016	24-320-0000-416-000	
FHQ4023	INV FHQ4023 - MS SURFACE PRO 4	350.16	10/07/2016	20-390-0000-516-000	
FHQ4023	INV FHQ4023 - MS SURFACE PRO 4	540.25	10/07/2016	70-500-0000-416-000	
FHQ4023	INV FHQ4023 - MS SURFACE PRO 4	250.11	10/07/2016	20-310-0000-416-001	
FHQ4023	INV FHQ4023 - MS SURFACE PRO 4	100.04	10/07/2016	01-400-0000-416-000	
	Check Total:	4,001.88			
Vendor: 3064	CITY OF YREKA			Check Sequence: 12	ACH Enabled: False
29285	INV 29285 - IDANCE COMPETITION	55.00	10/07/2016	01-470-0000-543-000	
29285	INV 29285 - IDANCE COMPETITION	100.00	10/07/2016	01-480-0000-543-000	
	Check Total:	155.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 2226	KENNETH COZZETTO			Check Sequence: 13	ACH Enabled: False
35048	INV 35048 - DOOR SWEEPS (4) 36" FOR CIT	188.13	10/07/2016	01-080-0000-521-000	
	Check Total:	188.13			
Vendor: 1094	CPOA			Check Sequence: 14	ACH Enabled: False
6840	INV 6840 - ONLINE SUBSCRIPTION	40.00	10/07/2016	01-200-0000-511-000	
	Check Total:	40.00			
Vendor: 3118	CROSS PETROLEUM			Check Sequence: 15	ACH Enabled: False
270487-IN	INV 270487-IN - DIESEL FUEL	3,591.86	10/07/2016	01-350-0000-520-100	
270490-IN	INV 270490-IN - UNLEADED FUEL (PARTIA	8,553.22	10/07/2016	01-350-0000-520-100	
270558-IN	INV 270558-IN - UNLEADED FUEL (COMPL	3,845.81	10/07/2016	01-350-0000-520-100	
87772-IN	INV 87772-IN - DIESEL KLEEN	84.84	10/07/2016	01-350-0000-520-100	
	Check Total:	16,075.73			
Vendor: 1810	FASTENAL COMPANY			Check Sequence: 16	ACH Enabled: False
CAYRE6336	INV CAYRE6336 - BLACK & DECKER CORI	122.43	10/07/2016	71-500-0000-450-001	
CAYRE6456	INV CAYRE6456 - FLARING TOOL "RIDGID	71.47	10/07/2016	70-500-0000-420-010	
CAYRE6456	INV CAYRE6456 - FLARING TOOL "RIDGID	71.48	10/07/2016	70-500-0000-416-000	
	Check Total:	265.38			
Vendor: 1912	G & G HARDWARE (FALL CREEK)			Check Sequence: 17	ACH Enabled: False
210355	INV 210355 - HOSE COUPLING, MENDER H	33.27	10/07/2016	70-510-0000-420-000	
210448	INV 210448 - 12 FT TREE PRUNER	38.69	10/07/2016	70-510-0000-420-000	
210536	INV 210536 - SCREWDRIVER, HOSE COUPL	11.27	10/07/2016	70-510-0000-420-000	
210837	INV 210837 - FASTENERS, WASP SPRAY	10.95	10/07/2016	70-510-0000-420-000	
210842	INV 210842 - POSTHOLE DIGGER	32.24	10/07/2016	70-510-0000-420-000	
211115	INV 211115 - (4) CHAIN COIL	9.85	10/07/2016	70-510-0000-420-000	
211478	INV 211478 - BAIT STATION, MOUSE TRAP	27.37	10/07/2016	70-510-0000-420-000	
211689	INV 211689 - AA BATTERIES, HEX KEY SET	110.66	10/07/2016	70-510-0000-420-000	
211816	INV 211816 - CLAMPS, COUPLE INSERT PO	17.23	10/07/2016	70-510-0000-420-000	
212057	INV 212057 - FLOAT VALVE	9.66	10/07/2016	70-510-0000-420-000	
	Check Total:	301.19			
Vendor: 1916	G & G HARDWARE (POLICE)			Check Sequence: 18	ACH Enabled: False
212374	INV 212374 - FASTENERS	3.87	10/07/2016	01-230-0000-416-000	
	Check Total:	3.87			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1137	GERARD PELLETIER TRANSFER (PW)			Check Sequence: 19	ACH Enabled: False
5035	INV 5035 ACCT 165	56.43	10/07/2016	01-370-0000-518-004	
5692	INV 5692 ACCT 165	39.33	10/07/2016	01-370-0000-518-004	
6338	INV 6338 ACCT 165	40.47	10/07/2016	01-370-0000-518-004	
7205	INV 7205 ACCT 165	232.56	10/07/2016	20-310-0000-518-004	
7211	INV 7211 ACCT 165	239.97	10/07/2016	20-310-0000-518-004	
7220	INV 7220 ACCT 165	278.16	10/07/2016	20-310-0000-518-004	
7225	INV 7225 ACCT 165	271.32	10/07/2016	20-310-0000-518-004	
7236	INV 7236 ACCT 165	355.11	10/07/2016	20-310-0000-518-004	
7278	INV 7278 ACCT 165	409.26	10/07/2016	20-310-0000-518-004	
7284	INV 7284 ACCT 165	365.94	10/07/2016	20-310-0000-518-004	
7291	INV 7291 ACCT 165	48.45	10/07/2016	01-370-0000-518-004	
7301	INV 7301 ACCT 165	428.64	10/07/2016	20-310-0000-518-004	
7312	INV 7312 ACCT 165	447.45	10/07/2016	20-310-0000-518-004	
7335	INV 7335 ACCT 165	314.07	10/07/2016	20-310-0000-518-004	
7341	INV 7341 ACCT 165	422.94	10/07/2016	20-310-0000-518-004	
7347	INV 7347 ACCT 165	363.09	10/07/2016	20-310-0000-518-004	
7357	INV 7357 ACCT 165	235.41	10/07/2016	20-310-0000-518-004	
7449	INV 7449 ACCT 165	5.00	10/07/2016	20-310-0000-518-004	
	Check Total:	4,553.60			
Vendor: 1140	GRAINGER			Check Sequence: 20	ACH Enabled: False
9198160724	INV 9198160724 - MOTOR CAPACITORS AN	159.80	10/07/2016	70-510-0000-420-000	
	Check Total:	159.80			
Vendor: 1141	KARL GREINER			Check Sequence: 21	ACH Enabled: False
10093	INV 10093 - SEPTEMBER 2016	80.00	10/07/2016	01-470-0000-525-000	
10093	INV 10093 - SEPTEMBER 2016	40.00	10/07/2016	01-010-0000-525-000	
	Check Total:	120.00			
Vendor: 1970	HAYES & SONS INC			Check Sequence: 22	ACH Enabled: False
PAY REQUEST #1	OBERLIN-YOUNG TRAIL #1	301,439.75	10/07/2016	60-400-6029-525-000	
	Check Total:	301,439.75			
Vendor: 2142	DOHN HENION			Check Sequence: 23	ACH Enabled: False
10/07/16	OCTOBER 2016 (1)	1,250.00	10/07/2016	01-040-0000-525-001	
	Check Total:	1,250.00			
Vendor: 1148	THOMAS HESSELDENZ			Check Sequence: 24	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
1601COY-MS4	INV 1601COY-MS4	247.50	10/07/2016	20-390-0000-525-000	
	Check Total:	247.50			
Vendor: 2203	IDANCE STUDIO			Check Sequence: 25	ACH Enabled: False
RFND DEPOSIT	RFND CLEANING 08/05/16-08/06/16	45.00	10/07/2016	01-470-0000-543-000	
	Check Total:	45.00			
Vendor: 1923	CLARENCE JOHNSON			Check Sequence: 26	ACH Enabled: False
3810	INV 3810 - LABOR CHARGE FOR SERVICE	75.00	10/07/2016	01-470-0000-521-000	
	Check Total:	75.00			
Vendor: 1430	KNIFE RIVER MATERIALS			Check Sequence: 27	ACH Enabled: False
402721	INV 402721 - HOT MIX (3.75) TONS FOR PAT	213.75	10/07/2016	70-500-0000-416-001	
402812	INV 402812 - HOT MIX (2.11) TONS FOR PAT	120.27	10/07/2016	70-500-0000-416-001	
403384	INV 403384 - HOT MIX (4.02) TONS FOR PAT	229.14	10/07/2016	70-500-0000-416-001	
404156	INV 404156 - HOT MIX (3.68) TONS FOR PAT	209.76	10/07/2016	70-500-0000-416-001	
405768	INV 405768 - HOT MIX (8.16) TONS FOR PAT	465.12	10/07/2016	70-500-0000-416-001	
	Check Total:	1,238.04			
Vendor: 1187	LIEBERT CASSIDY & WHITMORE			Check Sequence: 28	ACH Enabled: False
09/15/16	LABOR RELATIONS WORKBOOK	80.44	10/07/2016	01-070-0000-515-000	
	Check Total:	80.44			
Vendor: 1400	MADRONE HOSPICE			Check Sequence: 29	ACH Enabled: False
10/07/16	OCTOBER 2016	6,250.00	10/07/2016	01-090-0000-560-004	
	Check Total:	6,250.00			
Vendor: 2416	MADRONE HOSPICE			Check Sequence: 30	ACH Enabled: False
10/07/16	CLEAN-UP INVOICE - 08/27/16 EVENT	137.50	10/07/2016	01-480-0000-521-000	
	Check Total:	137.50			
Vendor: 1157	MAGIC RAIN CAR WASH			Check Sequence: 31	ACH Enabled: False
AUGUST 2016	INV AUGUST 2016	36.00	10/07/2016	01-200-0000-520-001	
	Check Total:	36.00			
Vendor: 13Y6401	MEEK'S (FALL CREEK)			Check Sequence: 32	ACH Enabled: False
848194	INV 848194 - DRILL BIT, READY MIX CONC	43.42	10/07/2016	70-510-0000-420-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
848473	INV 848473 - FENCE PLIERS	25.79	10/07/2016	70-510-0000-422-000	
	Check Total:	69.21			
Vendor: 13Y6403	MEEK'S (PUBLIC WORKS)			Check Sequence: 33	ACH Enabled: False
848755	INV 848755 - PVC SLIP CAP & CEMENT FOF	44.40	10/07/2016	70-500-0000-450-501	
849854	INV 849854 - READY MIX FOR SIDEWALK I	18.92	10/07/2016	70-500-0000-420-010	
849861	INV 849861 - READY MIX FOR SIDEWALK I	9.46	10/07/2016	70-500-0000-420-010	
850485	INV 850485 - READY MIX FOR STORM DRA	14.19	10/07/2016	20-390-0000-420-011	
850591	INV 850591 - READY MIX FOR SIDEWALK I	18.92	10/07/2016	70-500-0000-420-010	
852007	INV 852007 - MORTOR FOR DI REPAIR AT S	7.91	10/07/2016	20-390-0000-420-011	
852545	INV 852545 - GALV. NIPPLES & ELBOWS FC	22.52	10/07/2016	71-500-0000-450-001	
	Check Total:	136.32			
Vendor: 2353	MICHAEL BAKER INTERNATIONAL INC			Check Sequence: 34	ACH Enabled: False
953805	INV 953805 - YREKA CREEK FLOOD HAZAI	7,058.75	10/07/2016	60-390-6035-525-000	
	Check Total:	7,058.75			
Vendor: 1216	MOUNTAIN AIR HEATING COOLING & REF			Check Sequence: 35	ACH Enabled: False
7417	INV 7417 - SERVICE CALL FOR POSSIBILIT	90.00	10/07/2016	01-480-0000-521-000	
	Check Total:	90.00			
Vendor: 1432	MOUNTAIN READY MIX			Check Sequence: 36	ACH Enabled: False
MRM284	INV MRM284 - BASE ROCK (7.5) YDS USED	150.00	10/07/2016	20-310-0000-420-521	
MRM284	INV MRM284 - BASE ROCK (15) YDS USED	600.00	10/07/2016	70-500-0000-416-001	
MRM284	INV MRM284 - BASE ROCK (7.5) YDS USED	150.00	10/07/2016	80-550-0000-416-001	
	Check Total:	900.00			
Vendor: 1599	MOUNTAIN VIEW PAVING INC			Check Sequence: 37	ACH Enabled: False
17944	INV 17944 - COLD MIX (8.07 TONS USED FC	1,049.10	10/07/2016	20-310-0000-420-521	
	Check Total:	1,049.10			
Vendor: 1237	OLIN CORP - CHLOR ALKALI			Check Sequence: 38	ACH Enabled: False
2227529	INV 2227529 - SODIUM HYPOCHLORITE - 4	4,959.10	10/07/2016	80-560-0000-416-002	
	Check Total:	4,959.10			
Vendor: 16014	PACE ENGINEERING INC			Check Sequence: 39	ACH Enabled: False
27552	INV 27552 - NORTH WELL & NORTH ST PU!	8,760.95	10/07/2016	71-500-0000-625-011	
27552	INV 27552 - NORTH WELL & NORTH ST PU!	8,760.95	10/07/2016	71-510-0000-625-003	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
27553	INV 27553 - PLANNING GRANT APPS	300.00	10/07/2016	81-550-6038-525-000	
27554	INV 27554 - MISC SERVICES	9,544.25	10/07/2016	70-300-0000-525-002	
27554	INV 27554 - MISC SERVICES	364.00	10/07/2016	20-300-0000-525-000	
	Check Total:	27,730.15			
Vendor: 1243	PACIFIC ELECTRICAL CONTRACTORS			Check Sequence: 40	ACH Enabled: False
127724	INV 127724 - MATERIAL & LABOR TO TROI	767.38	10/07/2016	80-560-0000-420-003	
	Check Total:	767.38			
Vendor: 1253	PERFECTION CLEANING INC			Check Sequence: 41	ACH Enabled: False
10/07/16	SEPTEMBER 2016	400.00	10/07/2016	01-400-0000-426-003	
10/07/16	SEPTEMBER 2016	680.00	10/07/2016	01-200-0000-526-001	
10/07/16	SEPTEMBER 2016	425.00	10/07/2016	01-210-0000-526-001	
10/07/16	SEPTEMBER 2016	425.00	10/07/2016	01-080-0000-526-001	
	Check Total:	1,930.00			
Vendor: 2253	PERSONNEL EVALUATION INC			Check Sequence: 42	ACH Enabled: False
20245	INV 20245 - PEP TEST	20.00	10/07/2016	01-200-0000-525-000	
	Check Total:	20.00			
Vendor: 1630	PERSONNEL PREFERENCE			Check Sequence: 43	ACH Enabled: False
71046	INV 71046	63.92	10/07/2016	01-050-0000-525-000	
71046	INV 71046	58.13	10/07/2016	01-030-0000-525-000	
71046	INV 71046	46.50	10/07/2016	01-020-0000-525-000	
71046	INV 71046	459.19	10/07/2016	01-400-1028-525-000	
71046	INV 71046	69.75	10/07/2016	60-310-3025-525-000	
71046	INV 71046	69.75	10/07/2016	60-310-3026-525-000	
71046	INV 71046	40.69	10/07/2016	60-310-6036-525-000	
71046	INV 71046	40.69	10/07/2016	80-550-0000-525-000	
71046	INV 71046	40.69	10/07/2016	70-510-0000-525-000	
71046	INV 71046	11.63	10/07/2016	70-510-0000-525-000	
71046	INV 71046	5.81	10/07/2016	60-400-6029-525-000	
71046	INV 71046	23.25	10/07/2016	81-550-6038-525-000	
71108	INV 71108	52.31	10/07/2016	70-510-0000-525-000	
71108	INV 71108	104.63	10/07/2016	60-390-6035-525-000	
71108	INV 71108	46.50	10/07/2016	60-310-3025-525-000	
71108	INV 71108	63.94	10/07/2016	60-310-6036-525-000	
71108	INV 71108	46.50	10/07/2016	60-310-3026-525-000	
71108	INV 71108	40.69	10/07/2016	01-400-0000-525-000	
71108	INV 71108	162.75	10/07/2016	01-400-1028-525-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
71108	INV 71108	296.43	10/07/2016	01-020-0000-525-000	
71108	INV 71108	46.50	10/07/2016	01-050-0000-525-000	
71108	INV 71108	69.75	10/07/2016	01-300-0000-525-000	
	Check Total:	1,860.00			
Vendor: 17014	QUILL CORPORATION			Check Sequence: 44	ACH Enabled: False
9070893	INV 9070893 - TRASH BAGS & PENS	63.72	10/07/2016	01-200-0000-515-000	
9071174	INV 9071174 - ENVELOPES, PAPER & FOLD	279.25	10/07/2016	01-200-0000-515-000	
9082369	INV 9082369 - FLASH DRIVES	103.07	10/07/2016	01-200-0000-515-000	
	Check Total:	446.04			
Vendor: 1283	SC ECONOMIC DEVELOPMENT COUNCIL			Check Sequence: 45	ACH Enabled: False
10/07/16	OCTOBER 2016	3,333.33	10/07/2016	01-090-0000-560-001	
	Check Total:	3,333.33			
Vendor: 1304	SHASTA VALLEY CHAINSAW			Check Sequence: 46	ACH Enabled: False
15810	INV 15810 - BLADES - \$23.54 - LABOR FOR	40.54	10/07/2016	01-400-0000-416-000	
15993	INV 15993 - BLADES & SUPPORT HANDLE	28.43	10/07/2016	01-400-0000-416-000	
	Check Total:	68.97			
Vendor: 2115	MITCH SHINAR			Check Sequence: 47	ACH Enabled: False
10/07/16	REIMBURSE ADVANCED WASTE TREATME	122.68	10/07/2016	80-560-0000-513-000	
	Check Total:	122.68			
Vendor: 19100	SISKIYOU DAILY NEWS			Check Sequence: 48	ACH Enabled: False
8835	NEWS #8835	89.00	10/07/2016	01-030-0000-519-000	
	Check Total:	89.00			
Vendor: 2042	SISKIYOU MEDIA COUNCIL			Check Sequence: 49	ACH Enabled: False
10/07/16	OCTOBER - DECEMBER 2016	1,450.00	10/07/2016	01-090-0000-560-003	
	Check Total:	1,450.00			
Vendor: 2414	STATE TREASURERS OFFICE			Check Sequence: 50	ACH Enabled: False
TRNG 10/25	TRNG 10/25 HOGAN & MCMURRY-KUCK	83.34	10/07/2016	01-030-0000-512-000	
TRNG 10/25	TRNG 10/25 HOGAN & MCMURRY-KUCK	83.33	10/07/2016	80-030-0000-512-000	
TRNG 10/25	TRNG 10/25 HOGAN & MCMURRY-KUCK	83.33	10/07/2016	70-030-0000-512-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	250.00			
Vendor: 1333	STEINHOFF HEAVY EQUIPMENT & REPAIR			Check Sequence: 51	ACH Enabled: False
47975	INV 47975 - BANDS (2) 12" FOR WATERLINI	80.63	10/07/2016	70-500-0000-420-010	
48159	INV 48159 - FLAGS (6) FOR TRAFFIC SAFE1	52.76	10/07/2016	24-320-0000-520-000	
	Check Total:	133.39			
Vendor: 22015	SUBURBAN PROPANE			Check Sequence: 52	ACH Enabled: False
60882	INV 60882 - PROPANE FOR PATCHING STRI	89.29	10/07/2016	70-500-0000-416-001	
	Check Total:	89.29			
Vendor: 21027	UNITED PARCEL SERVICE			Check Sequence: 53	ACH Enabled: False
84V993366	INV 84V993366 - SHIPPING COST FOR MOD	27.71	10/07/2016	70-510-0000-420-000	
84V993366	INV 84V993366 - SHIPPING COST FOR BAT1	15.79	10/07/2016	70-510-0000-420-001	
84V993366	INV 84V993366 - SHIPPING COST FOR PART	6.41	10/07/2016	80-560-0000-420-003	
	Check Total:	49.91			
Vendor: 1351	UNITED RENTALS NORTHWEST			Check Sequence: 54	ACH Enabled: False
137839398-003	INV 137839398-003 - EQUIP. RENTAL OF (1)	349.38	10/07/2016	80-550-0000-420-002	
137839398-003	INV 137839398-003 - EQUIP. RENTAL OF (1)	1,397.52	10/07/2016	70-500-0000-420-010	
137839398-003	INV 137839398-003 - EQUIP. RENTAL OF (1)	349.38	10/07/2016	20-310-0000-416-001	
137839398-004	INV 137839398-004 - EQUIP RENTAL (1) 3-5'	349.38	10/07/2016	20-310-0000-416-001	
137839398-004	INV 137839398-004 - EQUIP RENTAL (1) 3-5'	1,397.52	10/07/2016	70-500-0000-420-010	
137839398-004	INV 137839398-004 - EQUIP RENTAL (1) 3-5'	349.38	10/07/2016	70-500-0000-420-010	
	Check Total:	4,192.56			
Vendor: 1353	USA BLUE BOOK			Check Sequence: 55	ACH Enabled: False
61781	INV 61781 - GLASS FIBER FILLER, NITRILE	598.68	10/07/2016	80-560-0000-420-003	
	Check Total:	598.68			
Vendor: 25090	USPS			Check Sequence: 56	ACH Enabled: False
10/07/16	OCTOBER 2016	1,400.00	10/07/2016	70-030-0000-515-001	
	Check Total:	1,400.00			
Vendor: 23008	WAL-MART COMMUNITY			Check Sequence: 57	ACH Enabled: False
000432	INV 000432 - HAIR BANDS	33.02	10/07/2016	24-200-0000-416-003	
000432	INV 000432 - COFFEE & CREAMER	44.26	10/07/2016	01-200-0000-516-000	
000480	INV 000480 - BINDERS	12.69	10/07/2016	01-200-0000-515-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	89.97			
Vendor: 25005 1415 8/16	YREKA AUTO PARTS ACCT 1415 8/16 - GREASE GUN, HOSE	43.73	10/07/2016	Check Sequence: 58 70-510-0000-420-000	ACH Enabled: False
	Check Total:	43.73			
Vendor: 1374 10/07/16	YREKA CHAMBER OF COMMERCE OCTOBER 2016	4,750.00	10/07/2016	Check Sequence: 59 01-090-0000-560-000	ACH Enabled: False
	Check Total:	4,750.00			
Vendor: 25120 005821 9/16 054217 9/16 78350 9/16	YREKA TRANSFER ACCT 005821 9/16 ACCT 054217 9/16 ACCT 78350 9/16	82.00 129.00 60.00	10/07/2016 10/07/2016 10/07/2016	Check Sequence: 60 01-210-0000-518-004 01-480-0000-518-004 80-560-0000-518-004	ACH Enabled: False
	Check Total:	271.00			
Vendor: 1390 566	YREKA TRANSIT MIX INV 566 - WASHED SAND FOR (PIPE BEDDI	236.50	10/07/2016	Check Sequence: 61 70-500-0000-420-010	ACH Enabled: False
	Check Total:	236.50			
	Total for Check Run:	411,287.19			
	Total of Number of Checks:	61			

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
YREKA HELD IN SAID CITY ON SEPTEMBER 15, 2016

On the 15th day of September 2016, 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: Deborah Baird, Joan Smith Freeman, and John Mercier. Absent - David Simmen.

Mayor Mercier announced that the Closed Session has been pulled from the agenda.

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

- a. Approval/ratification of payments issued from September 2, through September 15, 2016.
- b. Approval of Minutes of the meeting held September 1, 2016.
- c. Resolution approving the destruction of certain city records identified by the Finance Director.

Following Council discussion, Councilmember Freeman moved to approve the items on the consent calendar as submitted.

Councilmember Baird seconded the motion, and upon roll call, the following voted YEA: Baird, Freeman, and Mercier.

Mayor Mercier thereupon declared the motion carried.

City Treasurer's Report: Discussion/Possible Action – Approval of:

- a) Cash Balances Report – June 2016
- b) Quarterly Treasurer's Investment Report – 4th Quarter Fiscal Year 2015/2016
- c) Budget of Revenue and Expenditures with Year to Date Actuals through June 2016
- d) Quarterly Fiscal Performance Report – 4th Quarter Fiscal Year 2015/2016

Following Council discussion, Councilmember Baird moved to approve the Treasurer's Reports as submitted.

Councilmember Freeman seconded the motion, and upon roll call, the following voted YEA: Baird, Freeman, and Mercier.

Mayor Mercier thereupon declared the motion carried.

Acceptance of the June 30, 2016 Report on GASB 45 Retiree Benefit Actuarial Valuation prepared by Bickmore.

Finance Director Rhetta Hogan submitted the following report:

The employee compensation packages for the City of Yreka employees include California Public Employees Retirement System ("CalPERS") pensions and CalPERS' Public Employers Medical Care Health Act ("PEMCHA") healthcare benefits ("OPEB" – Other [than pensions] Post- Employment Benefits) at retirement.

In July 2004, the Governmental Accounting Standards Board issued Statement 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions. This statement requires governmental entities to begin accounting for postemployment benefits on an accrual basis. Under these accounting rules, public entities that sponsor postemployment benefits are required to account for the cost of those benefits using accrual accounting rather than the previously more common pay-as-you-go accounting. This means that each employee's benefit "accrues" throughout their working lifetime and that employers are required to show the annual accruals as a current year expense.

As required, the City of Yreka implemented GASB 45 for the fiscal year beginning July 1, 2008 by recognizing the costs and recording the liabilities on its Statement of Net Position in its annual financial reports. In order to calculate costs and liabilities, in accordance with GASB 45, the City prepares triennial Actuarial Valuations of Postemployment Health Benefits. The most recent valuation is as of June 30, 2016 and provides financial reporting information for fiscal years ending 2016, 2017 and 2018.

The Actuarial Valuation of Postemployment Health Benefits is prepared using the "Pay as-you-Go" Scenario with a discount rate of 4.0% (as of September 8, 2016, the US Treasury 30-year bond yield was 2.318%). The City confirmed with Bickmore in preparation of the report that no OPEB trust has been established and indicated that OPEB financing will likely continue on a pay-as-you-go basis for the foreseeable future.

The 4.0% assumed reinvestment scenario provided by Bickmore is primarily used for cities that only contribute OPEB costs in the amount of the actual payments on behalf of retirees and is called the "Pay-as-you-Go" Scenario.

However, the unfunded OPEB liability valuation using the "Pay-as-you-Go" Scenario grows exponentially, as the City is not funding the current liability of its active employees, nor the incurred liability of its annuitants and active employees. The City is now in a "catch-up" mode, that will mirror the experience that the City has seen with its pension liability. GASB75, effective for fiscal years beginning after June 15, 2017, will compel the City begin to start funding the OPEB liability for its active and retired annuitants.

Today most government agencies are now contributing towards narrowing this funding gap by contributions funds into an irrevocable trust for pre-funding post-retirement health care benefits will result in the following benefits to the City:

And aside from the GASB75, pronouncement, the benefits to the City for reduction of the City's total OPEB liability are:

- A reduction in total current and future liability

- A reduction in the actuarial accrued liability
- A reduction in annually recorded OPEB expenses (ARC)
- Offsets medical cost inflation for pay-as-you-go retirees from investment flexibility compared to restrictions on general fund investments (Govt. Code 53216.1)
- Compliance with financial policy and best practices recommendations supported by the Government Finance Officers Association and other public finance standard setting bodies.
- Enhanced reviews from credit rating agencies resulting in future lower borrowing costs
- Other investment benefits as mentioned in the Pension Benefits Section of the staff report

Analogous to the street deferred maintenance problem where repair costs increase exponentially; the "Pay-as-you-Go" (or deferral of not contributing cash into an OPEB trust) account will cost the City far more than a measured incremental approach of investing in an OPEB trust plan.

Next Steps:

The City needs to consider both its pension and OPEB obligations very seriously and examine all options to reduce pension and OPEB obligations and annual costs, with respect to upcoming GASB75 implementation.

And as such, the Audit and Investment Committee will begin exploring options for funding both its Pension and OPEB liabilities. The committee will make recommendations when feasible, and legally permissible, to ensure responsive pension and OPEB reform measures that ensure the long-term fiscal viability and resiliency.

Specifically, GASB Statement 75, issued in June 2015, will impact the liabilities and/or expenses developed in future valuations and require changes beginning with the City's fiscal year beginning July 1, 2017 (FY 2017-18). Reporting for GASB Statement 75 will supersede GASB 45 for Employers Postemployment Benefits Other Than Pensions reporting. The City will need to be ready to address this new Governmental Accounting Standard and ready to consider participation in some form of an OPEB trust.

Also in 2017-18, it is hoped that the City will also have realized the peak of pension plan rates hikes and be ready to be address through payroll costs the current share of the active employees share of the OPEB cost (a GASB75 requirement). The City will still need to recover the annuitants and previous years actives share of OPEB costs as a "side fund" that may or may not be realistic to expense across payroll costs.

The basic results of Bickmore's June 30, 2016 valuation of OPEB liabilities for the City calculated under GASB 45 are compiled on employee and retiree demographic data provided to Bickmore from both the City and CalPERS. These valuation results are applied to develop the annual required contribution (ARC), annual OPEB expense (AOE)

and the net OPEB obligation on (NOO) to be reported by the City in accordance with GASB 45 for the fiscal years ending June 30, 2016, June 30, 2017 and June 30, 2018. All valuation results are compiled using the "Pay-as-you-Go" Scenario with a 4.0% assumed investment return.

Following Council discussion, Councilmember Freeman moved to accept the June 30, 2016 Report on GASB 45 Retiree Benefit Actuarial Valuation prepared by Bickmore.

Councilmember Baird seconded the motion, and upon roll call, the following voted YEA: Baird, Freeman, and Mercier.

Mayor Mercier thereupon declared the motion carried.

Request for consideration of Opposition to Measure H. – Mayor Pro-tempore Freeman.

Mayor Pro-Tempore Freeman provided a copy of the County of Siskiyou's Rebuttal to the argument in favor of Measure H, the Groundwater Management Initiative, stating that: Implementing Measure H:

- Conflicts with the State's management of Spring Water
- Could limit water user's exercise of these State's water rights
- Would require judicial review, even if adopted
- Attempts to exercise power over spring water uses while redefining "groundwater sources" (which is regulated by the State Water Resources Control Board)

Following Council discussion, Councilmember Freeman moved that the Yreka City Council oppose Measure H.

Councilmember Baird seconded the motion, and upon roll call, the following voted YEA: Baird, Freeman, and Mercier.

Mayor Mercier thereupon declared the motion carried.

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

Attest:

John Mercier, Mayor
Minutes approved by Council
Motion October 6, 2016

Elizabeth E. Casson, City Clerk



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda Title: Discussion/Possible Action – Adopt Resolution extending the suspension of Section 13.76.010 of the Yreka Municipal Code allowing installation of banners on Fairlane Road.
Meeting Date: October 6, 2016.

Discussion:

On March 21, 2013, the City Council introduced a temporary ordinance allowing banners on Fairlane Road for a period of four months. This ordinance was subsequently adopted and went into effect on May 5, 2013. The four-month time-period could be extended for successive periods not to exceed four months by the City Council adopting a subsequent resolution.

Many banners have now been installed. Representatives from the County Veteran's Service office and Marine Corps League have indicated that they have had a very positive reception to this effort and would like to continue providing this recognition. They have requested another extension.

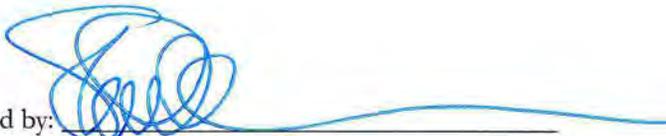
The resolution attached provides for a 4-month extension.

Fiscal Impact:

The costs of the banner program are covered by the requesting veteran's organizations.

Recommendation and Requested Action:

Adopt the Resolution extending the suspension of Section 13.76.010 of the Yreka Municipal Code, allowing Installation of Banners on Fairlane Road.

Approved by: 
Steven Baker, City Manager

RESOLUTION NO. 2016- 45

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA
EXTENDING THE SUSPENSION OF SECTION 13.76.010 OF THE
YREKA MUNICIPAL CODE, ALLOWING INSTALLATION OF
BANNERS ON FAIRLANE ROAD.

Whereas, On March 21, 2013, the City Council introduced Ordinance No. 834 Temporarily Suspending the Application of Section 13.76.010 of the Yreka Municipal Code on Fairlane Road for a Specified Time Period, and;

Whereas the Ordinance was adopted on April 4, 2013 and went into effect on May 5, 2013, and;

Whereas the Ordinance provides that the initial four month term may be extended for subsequent four month periods, and;

Whereas, the City has received a request for such extension,

NOW THEREFORE BE IT RESOLVED that the suspension of Section 13.76.010 of the Yreka Municipal Code on Fairlane Road for the installation of Banners is hereby extended to February 6, 2017.

Passed and adopted this 6th day of October 2016, by the following vote:

AYES:

NAYS:

ABSENT: Freeman

John Mercier, Mayor

Attest: _____
Elizabeth E. Casson,
City Clerk

CITY OF YREKA
TREASURER'S REPORT TO THE CITY COUNCIL
Jul-2016

Fund Type	Fund	Fund Description	Previous Balance	Receipts / Debits	Disbursements / Credits	Cash Balance by Fund	
General-Unrestricted	01	General Operating	\$ 2,742,975.91	\$ 2,739,304.84	\$ 2,369,795.68	\$ 3,112,485.07	
General-Designated	01	General Oper. - Other	-	-	-	0.00	
General-Designated	01	Comm Art	2,772.56	-	-	2,772.56	
General-Designated	01	Fire Museum	3,322.35	-	-	3,322.35	
General-Designated	01	Planning Deposits	-	-	-	0.00	
General-Designated	01	Sidewalk in Lieu	36,228.46	-	-	36,228.46	
General-Designated	01	Parkland Trust	300.00	-	-	300.00	
General-Designated	01	Police Asset Forfeit	6,803.63	-	-	6,803.63	
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	02	Gifts Donations	7,197.84	400.00	60.96	7,536.88	
General-Designated	02	K-9 Unit	11,598.40	15.77	-	11,614.17	
General-Designated	02	YPD Donated - Hitson	4,697.50	23.37	-	4,720.87	
General-Designated	02	YPD Donated - Travellers	1,759.88	-	-	1,759.88	
General-Designated	02	YPD Donated - Teen Fund	2,968.58	-	-	2,968.58	
General-Designated	02	Greenhorn Park Redevelopment	-	-	-	0.00	
General-Designated	03	YVFD Volunter Fund	59,183.75	-	33.91	59,149.84	
General-Restricted	04	Crandell Cash	114,194.59	2,497.10	8,586.00	108,105.69	
General-Designated	08	Grant Projects Reserve	760,554.06	11,964.92	16,404.66	756,114.32	
General-Designated	08	PERS Pension Liability Reserve	(114,055.35)	8,202.33	3,762.59	(109,615.61)	
General-Designated	09	Reserves for Cap. Outlay	541,025.54	-	-	541,025.54	
General-Designated	10	Capital Outlay	933.63	-	558.70	374.93	General - All
General-Designated	11	Capital Building Project - YPD	1,753,820.06	500.00	18.03	1,754,102.03	\$ 6,410,800.57
Spec. Rev. -Streets	20	Road and Street Funds including HUTA	26,575.69	12,198.04	37,568.49	1,205.24	
Spec. Rev. -Streets	21	Local Transportation	245,665.12	19,920.91	-	265,586.03	Streets
Spec. Rev. -Streets	24	Fines - Traffic Safety	86,701.86	2,683.37	2,402.10	86,983.13	\$ 353,774.40
Special Revenue	30	Fire Assessment Spec. Rev	236,654.13	19,480.16	10,922.42	245,211.87	
Special Revenue	31	Landfill Access Fee - Debt Service	88,324.60	19,157.81	175,647.85	(68,165.44)	Special Revenues
Special Revenue	32	Developer Impact Fees	247,725.99	347.16	-	248,073.15	\$ 425,119.58
Special Grants	60	Spec Grants Capital Outlay	(0.00)	1,631.89	231,051.41	(229,419.52)	Special Grants
Special Grants	65	Community Development Grants	318,050.59	61,656.14	-	379,706.73	\$ 150,287.21
Water Enterprise	70	Water Operating	(0.00)	278,503.24	339,794.53	(61,291.29)	
Water Enterprise	71	Water Capital Projects	1,303,890.12	-	15,667.50	1,288,222.62	
Water Enterprise	72	Water Debt Servicing	365,369.94	-	-	365,369.94	
Water Enterprise	72	USDA COPS 2010	200,000.00	-	-	200,000.00	Water Enterprise
Water Enterprise	74	Water Reserves	6,235,901.98	207,075.22	-	6,442,977.20	\$ 8,235,278.47
Sewer Enterprise	80	Sewer Operating	-	209,618.72	242,285.43	(32,666.71)	
Sewer Enterprise	81	Sewer Capital Outlay	61,455.58	-	226.67	61,228.91	
Sewer Enterprise	82	Sewer Debt Servicing	74,365.58	-	65,940.55	8,425.03	
Sewer Enterprise	82	USDA COPS 2003	100,000.00	-	-	100,000.00	Enterprise-Sewer
Sewer Enterprise	84	Sewer Reserves	3,717,128.06	162,476.51	-	3,879,604.57	\$ 4,016,591.80
Agency	90	Agency - Cash	250,115.98	394,600.08	712,386.76	(67,670.70)	Agency- Payroll
							\$ (67,670.70)
COLUMN TOTALS			\$ 19,605,037.99	\$ 4,152,257.58	\$ 4,233,114.24	\$ 19,524,181.33	\$ 19,524,181.33
BANK RECAPITULATION			PER BANK	Market Value	PER LEDGER		
L.A.I.F. 0.588%			17,127,001.61	17,127,001.61			
Pershing Bank - CD & Treas Investments			1,730,440.74	1,734,864.71			
Petty Cash Drawers			1,200.00				
YVFD Petty Cash			100.00				
TriCounties YVFD DDA			60,022.86				
Scott Valley Bank - 01036830			2,665.75				
Scott Valley Bank - 01015102			705,222.78				
TOTAL PER BANK			19,626,653.74				
ADJUSTMENTS							
Less Outstanding Checks SVB			(101,076.85)				
Less Outstanding Checks TCB			(973.02)				
SVB DDA Interest 7/31 GL 8/1			(50.34)				
OS CC GL 6/30 SVB 7/1			556.82				
ACH G/L 6/30 SVB 8/4			(600.00)				
ACH G/L 7/29 SVB 8/1			(329.02)				
TOTAL PER LEDGER			19,524,181.33		19,524,181.33		

Rheta R. Hogan
Rheta Hogan, City Treasurer

John Mercier, City Mayor

CITY OF YREKA
TREASURER'S REPORT TO THE CITY COUNCIL
Aug-2016

Fund Type	Fund	Fund Description	Previous Balance	Receipts / Debits	Disbursements / Credits	Cash Balance by Fund	
General-Unrestricted	01	General Operating	\$ 3,112,485.07	\$ 412,961.40	\$ 395,151.97	\$ 3,130,294.50	
General-Designated	01	General Oper. - Other	-	-	-	0.00	
General-Designated	01	Comm Art	2,772.56	-	-	2,772.56	
General-Designated	01	Fire Museum	3,322.35	-	-	3,322.35	
General-Designated	01	Planning Deposits	-	-	-	0.00	
General-Designated	01	Sidewalk in Lieu	36,228.46	-	-	36,228.46	
General-Designated	01	Parkland Trust	300.00	-	-	300.00	
General-Designated	01	Police Asset Forfeit	6,803.63	-	-	6,803.63	
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	02	Gifts Donations	7,536.88	152.35	152.35	7,536.88	
General-Designated	02	K-9 Unit	11,614.17	-	-	11,614.17	
General-Designated	02	YPD Donated - Hiltson	4,720.87	-	-	4,720.87	
General-Designated	02	YPD Donated - Travellers	1,759.88	-	125.44	1,634.44	
General-Designated	02	YPD Donated - Teen Fund	2,968.58	-	26.91	2,941.67	
General-Designated	03	YVFD Volunter Fund	59,149.84	2,325.35	-	61,475.19	
General-Restricted	04	Crandell Cash	108,105.69	2,244.98	-	110,350.67	
General-Designated	08	Grant Projects Reserve	756,114.32	11,826.70	12,642.07	755,298.95	
General-Designated	08	PERS Pension Liability Reserve	(109,615.61)	8,202.33	3,762.59	(105,175.87)	
General-Designated	09	Reserves for Cap. Outlay	541,025.54	-	-	541,025.54	
General-Designated	10	Capital Outlay	374.93	-	-	374.93	General - All
General-Designated	11	Capital Building Project - YPD	1,754,102.03	500.00	43.36	1,754,558.67	\$ 6,437,108.99
Spec. Rev. -Streets	20	Road and Street Funds including HUTA	1,205.24	32,188.77	33,890.38	(496.37)	
Spec. Rev. -Streets	21	Local Transportation	265,586.03	-	-	265,586.03	Streets
Spec. Rev. -Streets	24	Fines - Traffic Safety	86,983.13	4,154.97	8,334.52	82,803.58	\$ 347,893.24
Special Revenue	30	Fire Assessment Spec. Rev	245,211.87	19,808.58	10,971.50	254,048.95	
Special Revenue	31	Landfill Access Fee - Debt Service	(68,165.44)	20,135.57	691.45	(48,721.32)	Special Revenues
Special Revenue	32	Developer Impact Fees	248,073.15	-	-	248,073.15	\$ 453,400.78
Special Grants	60	Spec Grants Capital Outlay	(229,419.52)	-	18,025.98	(247,445.50)	Special Grants
Special Grants	65	Community Development Grants	379,706.73	3,997.36	554.49	383,149.60	\$ 135,704.10
Water Enterprise	70	Water Operating	(61,291.29)	303,794.73	195,430.07	47,073.37	
Water Enterprise	71	Water Capital Projects	1,288,222.62	-	80,557.59	1,207,665.03	
Water Enterprise	72	Water Debt Servicing	365,369.94	-	-	365,369.94	
Water Enterprise	72	USDA COPS 2010	200,000.00	-	-	200,000.00	Water Enterprise
Water Enterprise	74	Water Reserves	6,442,977.20	63,863.56	-	6,506,840.76	\$ 8,326,949.10
Sewer Enterprise	80	Sewer Operating	(32,666.71)	225,544.69	153,353.57	39,524.41	
Sewer Enterprise	81	Sewer Capital Outlay	61,228.91	-	58.12	61,170.79	
Sewer Enterprise	82	Sewer Debt Servicing	8,425.03	-	-	8,425.03	
Sewer Enterprise	82	USDA COPS 2003	100,000.00	-	-	100,000.00	Enterprise-Sewer
Sewer Enterprise	84	Sewer Reserves	3,879,604.57	50,130.14	-	3,929,734.71	\$ 4,138,854.94
Agency	90	Agency Trust - Cash	(67,670.70)	398,912.02	359,127.16	(27,885.84)	Agency- Payroll
Agency	92	Agency SUMIT - Cash	-	7,303.00	-	7,303.00	\$ (20,582.84)
COLUMN TOTALS			\$ 19,524,181.33	\$ 1,568,046.50	\$ 1,272,899.52	\$ 19,819,328.31	\$ 19,819,328.31
BANK RECAPITULATION			PER BANK	Market Value	PER LEDGER		
L.A.I.F. 0.614%			17,127,001.61	17,127,001.61			
Pershing Bank - CD & Treas Investments			1,975,440.74	1,980,461.44			
Petty Cash Drawers			1,200.00				
YVFD Petty Cash			100.00				
TriCounties YVFD DDA			62,183.35				
Scott Valley Bank SUMIT Asset Forfeiture			7,303.00				
Scott Valley Bank - 01015102			716,912.29				
TOTAL PER BANK			19,890,140.99				
ADJUSTMENTS							
Less Outstanding Checks SVB			(93,306.33)				
Less Outstanding Checks TCB			(808.16)				
SVB DDA Interest 8/31 GL 9/6			(49.63)				
OS CC GL 8/30 SVB 9/1			1,931.46				
OS CC GL 8/31 SVB 9/2			1,811.74				
PERS Health Prem SVB 8/31 G/L 9/2			130.48				
PERS Retirement ACH 8/31 G/L 9/2			19,477.76				
TOTAL PER LEDGER			19,819,328.31		19,819,328.31		

Shella R. Hogan
Rhetta Hogan, City Treasurer

John Mercier, City Mayor

**2015-2016 Operating Budget of Revenue and Expenditures
with Actual Results
August 31, 2016**

Fund	REVENUE			EXPENSE			Based on Estimated Actuals			Current Cash Balance
	Adopted	Operating Budget	Year to Date	Adopted	Operating Budget	Year to Date	Operating Budget	Beginning Working Capital	Operating Budget Net Increase / (Decrease)	
Major Grp										
Investment in LAIF										
00										
General Operating	5,274,445.00	5,274,445.00	51,804.43	5,409,823.03	5,409,823.03	798,739.06	(135,378.03)	3,486,120.48	(746,934.63)	2,739,185.85
General Operating Fund	5,274,445.00	5,274,445.00	51,804.43	5,409,823.03	5,409,823.03	798,739.06	(135,378.03)	3,486,120.48	(746,934.63)	2,739,185.85
01										
Gifts Donations										
02										
VVFD Volunteer Fund	9,500.00	9,500.00	302.00	9,500.00	9,500.00	(1,989.44)	(700.00)	27,849.36	320.85	28,170.21
03										
Trusts -Crandell-Stewart	4,000.00	4,000.00	2,950.81	17,000.00	17,000.00	8,586.00	(13,000.00)	57,823.13	2,291.44	60,114.57
04										
General Fund Reserves	(115,000.00)	(115,000.00)	(8,879.48)	(115,000.00)	(115,000.00)	(12,503.85)	(13,000.00)	629,229.77	(5,635.19)	623,594.58
08										
Reserves for Cap. Outlay	95,000.00	95,000.00	-	105,000.00	105,000.00	(374.93)	(57,109.00)	599,885.58	3,624.37	603,509.85
09										
Capital Outlay	6,000.00	6,000.00	1,500.00	120,000.00	120,000.00	22,110.80	(114,000.00)	948,397.39	(22,110.80)	926,286.59
10										
Construction Fund	95,000.00	95,000.00	-	105,000.00	105,000.00	(374.93)	(10,000.00)	948,397.39	374.93	948,772.32
11										
Agency Trust - Cash	6,000.00	6,000.00	1,500.00	120,000.00	120,000.00	22,110.80	(114,000.00)	948,397.39	(22,110.80)	926,286.59
90										
Agency Trust - Cash	6,000.00	6,000.00	1,500.00	120,000.00	120,000.00	22,110.80	(114,000.00)	948,397.39	(22,110.80)	926,286.59
92										
General Fund - Restricted or Designated	(500.00)	(500.00)	(3,726.67)	194,308.00	194,308.00	14,382.66	(194,808.00)	2,824,231.03	(18,109.53)	2,806,121.50
Total General Fund	5,273,945.00	5,273,945.00	48,077.76	5,604,131.03	5,604,131.03	813,121.92	(330,188.03)	6,310,351.51	(765,044.16)	5,545,307.35
20										
Gas Tax & Traffic Cong.	628,910.34	635,910.34	32,188.77	628,910.34	635,910.34	44,352.32	-	0.10	(12,163.55)	(12,163.45)
21										
Local Transportation	139,814.18	139,814.18	-	224,566.52	224,566.52	-	(84,752.34)	339,533.51	86,328.65	339,533.51
24										
Fines - Traffic Safety	97,475.15	97,475.15	-	97,475.15	97,475.15	3,525.07	(84,752.34)	425,862.26	(15,688.62)	410,173.64
Road, Street & Transit - Restricted	866,199.67	873,199.67	32,188.77	950,952.01	957,952.01	47,877.39	(84,752.34)	425,862.26	(15,688.62)	410,173.64
Total Road, Streets and Transit	866,199.67	873,199.67	32,188.77	950,952.01	957,952.01	47,877.39	(84,752.34)	425,862.26	(15,688.62)	410,173.64
30										
Fire Accession Spec. Rev	245,250.00	245,250.00	41,865.56	282,180.18	282,180.18	21,493.08	(36,930.18)	130,603.78	20,372.48	150,976.26
31										
Landfill Access Fee - Debt Service	230,000.00	230,000.00	39,635.76	183,177.20	183,177.20	175,907.11	46,822.80	54,346.52	(136,271.35)	(81,924.83)
32										
Developer Impact Fees	16,000.00	16,000.00	-	183,177.20	183,177.20	-	16,000.00	243,270.21	243,270.21	243,270.21
Special Revenue - Restricted	491,250.00	491,250.00	81,501.32	465,357.38	465,357.38	197,400.19	25,892.62	428,220.51	(115,688.67)	312,531.84
Total Special Revenue	491,250.00	491,250.00	81,501.32	465,357.38	465,357.38	197,400.19	25,892.62	428,220.51	(115,688.67)	312,531.84
60										
Spec Grants Capital Outlay	1,521,864.52	1,521,864.52	(454,826.86)	1,571,864.52	1,571,864.52	18,369.99	(50,000.00)	161,947.96	(473,196.87)	(311,248.91)
65										
Community Development Grants	17,700.00	17,700.00	4,127.66	12,250.00	12,250.00	554.49	5,450.00	299,175.97	3,573.17	302,749.14
Special Grants - Capital Projects	1,539,564.52	1,539,564.52	(450,699.20)	1,584,114.52	1,584,114.52	18,924.48	(44,550.00)	461,123.93	(469,623.70)	(8,499.77)
Total Special Grants - Operating & Capital Projects	1,539,564.52	1,539,564.52	(450,699.20)	1,584,114.52	1,584,114.52	18,924.48	(44,550.00)	461,123.93	(469,623.70)	(8,499.77)
70										
Water Operating	1,928,806.02	1,928,806.02	436,491.97	1,928,806.02	1,927,306.02	194,241.10	1,500.00	242,250.87	242,250.87	242,250.87
71										
Water Capital Projects	1,422,000.00	1,422,000.00	-	1,422,000.00	1,422,000.00	78,659.28	-	-	(78,659.28)	(78,659.28)
72										
Water Debt Servicing	262,536.25	262,536.25	-	262,536.25	262,536.25	(35,724.38)	(854,842.27)	5,587,286.97	121,540.21	5,708,827.18
74										
Water Reserves	(854,842.27)	(854,842.27)	121,540.21	-	-	-	(854,842.27)	5,587,286.97	121,540.21	5,708,827.18
Water Enterprise	2,758,500.00	2,758,500.00	598,032.18	3,613,342.27	3,613,342.27	237,176.00	(653,342.27)	6,109,068.04	320,856.16	6,429,924.22
80										
Sewer Operating	1,691,755.66	1,691,755.66	303,249.97	1,691,755.66	1,693,255.66	142,513.32	(1,500.00)	160,736.65	160,736.65	160,736.65
81										
Sewer Capital Outlay	261,500.00	261,500.00	98.83	261,500.00	261,500.00	98.83	-	-	(98.83)	(98.83)
82										
Sewer Debt Servicing	283,036.22	283,036.22	-	283,036.22	283,036.22	(8,425.03)	-	100,000.00	8,425.03	108,425.03
84										
Sewer Reserves	220,708.12	220,708.12	100,345.77	-	-	-	220,708.12	100,345.77	100,345.77	3,253,514.60
Sewer Enterprise Fund	2,457,000.00	2,457,000.00	403,595.74	2,236,291.88	2,237,791.88	134,187.12	219,208.12	269,408.62	269,408.62	3,522,577.45
Total Enterprise Funds	5,215,500.00	5,215,500.00	961,827.92	5,849,634.15	5,849,634.15	371,363.12	(634,134.15)	9,362,236.67	590,264.80	9,952,501.67
All Funds Combined	13,396,459.19	13,393,459.19	672,666.55	14,454,189.09	14,461,189.09	1,448,687.10	(1,067,729.90)	16,987,795.08	(775,990.55)	16,211,804.53



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

TO: Yreka City Council
PREPARED BY: Rhetta Hogan, Finance Director 
AGENDA TITLE: Approval by Yreka City Council of the City of Yreka the 2015-2016 Operating Budget Closing Revisions
MEETING DATE: Thursday, October 6, 2016

Discussion:

During the course of the year budget revisions are needed to reflect changes in budgetary estimates to more accurately reflect the revenue and expense trends.

The detail of the revisions presented have:

1. been authorized (bargaining unit contracts and other Council actions), or
2. are revenue revisions that reflect actual revenue received, primarily tax revenue in excess of projections, or
3. are allowable transfers between line items.

The following report details by account these revisions to ensure public transparency of budgetary actions. Approving budgetary revisions as a part of closing books is a common practice.

Attached is a recap by account and description of the budget revisions.

Fiscal Impact:

Government-wide revenues increase \$1,139,715

1. \$733,000 increase in general fund tax revenues (includes one-time triple flip catch up of \$437,816)
2. \$57,815 increase for SCORE dividends one-time
3. \$62,900 increase from sale of surplus vehicles and equipment (previous Council action)
4. \$36,000 revenue increase fire tax \$18,000 and landfill assessment \$18,000
5. \$250,000 gain on sale of assets for 1512 South Oregon due to reversionary use and sale agreement

Government-wide budgeted expenses decreased \$1,479,775

1. \$37,500 expense correction to 6/16/16 budget revision when wages were reduced and omitted was the offsetting increase to contractual services
2. \$15,000 expense increase for creek and park maintenance that is in part offset by reimbursement from RCD NFWF program.

3. \$4,000 increase for community center and \$4,000 increase to community theatre for related building maintenance expenses
4. \$5,000 increase for special departmental supplies for finance (copier/printer upgrade at City Hall) and \$5,479 increase for networking equipment, information technology
5. \$27,044 expense increase, PERS interfund borrowing repayment lower than budget, due to salary savings
6. \$1,835,355 decrease for YPD building rehab as project is under review and budgeted for completion in fiscal year 2017-18, \$100,000 increase allocated to architectural services, and \$58,700 increase for dispatch radio upgrades in capital equipment
7. \$5,077 increase to GF capital outlay, primarily YPD vehicles replacement
8. \$120 increase in expenses relating to parking lot activities
9. \$40 increase in fire tax, \$70 increase in landfill assessment relating to the cost of collections
10. \$13,000 increase in water – billing related (copier/printer) and banking charges
11. \$5,000 increase in wastewater operating – billing related credit card banking charges
12. \$75,550 increase for (a) USDA 2012 COP, final project closing \$37,550; (b) \$30,000 utility truck carry over from 2014-15; and (c) wastewater lateral County jail site, additional \$8,000 closing project cost

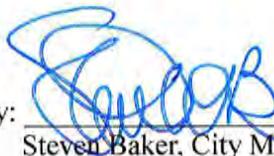
Government-wide transfers

1. \$39,096 transfer out increase to general fund for backfill, and offsetting increase Street Funds transfer in \$60,838, and decrease to traffic safety transfers in \$21,741.
2. \$23,000 LTC transfer out backfill to capital grant projects transfer in for streets and bridges.
3. \$9,690 transfer out increase from impact fees to water and wastewater transfer in for USDA COP debt servicing
4. \$18,300 water and \$41,765 wastewater indirect cost recovery transfer out decreasing the general fund transfer in \$60,065.

Recommendation and Requested Action:

Approval by Yreka City Council of the City of Yreka the 2015-2016 Operating Budget Closing Revisions

Approved by:



Steven Baker, City Manager

**City of Yreka - Recap of Closing Budgetary Revisions to Operating Budget
Fiscal Year Ending June 30, 2016**

FUND	FUND DESCRIPTION	REVENUE	INCREASE/ (DECREASE) TRANSFERS	TOTAL REVENUE	EXPENSE	INCREASE/ (DECREASE) TRANSFERS	TOTAL EXPENSE
01	GF General Fund	\$ 733,000.00	\$ (60,065.00)	\$ 672,935.00	\$ 70,979.00	\$ 39,096.73	\$ 110,075.73
08	GF Assigned Reserves	57,815.00	-	57,815.00	27,043.88	-	27,043.88
09	GF Capital Reserves	-	17,677.00	17,677.00	-	-	-
10	GF Capital Outlay	62,900.00	(17,677.00)	45,223.00	5,077.00	-	5,077.00
11	GF Building and Construction	-	-	-	(1,676,654.76)	-	(1,676,654.76)
	General Funds Combined	853,715.00	(60,065.00)	793,650.00	(1,573,554.88)	39,096.73	(1,534,458.15)
20	Street, Storm Drain Funds	-	60,838.00	60,838.00	120.00	-	120.00
21	Local Transportation Funds (LTC)	-	-	-	-	23,000.00	23,000.00
24	Traffic Safety	-	(21,741.27)	(21,741.27)	-	-	-
	Street Related Funds Combined	-	39,096.73	39,096.73	120.00	23,000.00	23,120.00
30	Special Revenue - Fire Tax	18,000.00	-	18,000.00	40.00	-	40.00
31	Special Revenue - Landfill Assessment	18,000.00	-	18,000.00	70.00	-	70.00
32	Special Revenue - Impact Fees	-	-	-	-	9,690.00	9,690.00
	Special Revenue Funds Combined	36,000.00	-	36,000.00	110.00	9,690.00	9,800.00
60	Special Grants - Capital Outlay	-	23,000.00	23,000.00	-	-	-
65	Community Development	250,000.00	-	250,000.00	-	-	-
	Capital and Community Development	250,000.00	23,000.00	273,000.00	-	-	-
70	Water Operating	-	-	-	13,000.00	(18,300.00)	(5,300.00)
72	Water Debt Servicing	-	7,865.00	7,865.00	-	-	-
	Water Funds Combined	-	7,865.00	7,865.00	13,000.00	(18,300.00)	(5,300.00)
80	Wastewater Operating	-	-	-	5,000.00	(41,765.00)	(36,765.00)
81	Wastewater Capital Outlay	-	-	-	75,550.00	-	75,550.00
82	Wastewater Debt Servicing	-	1,825.00	1,825.00	-	-	-
	Wastewater Funds Combined	-	1,825.00	1,825.00	80,550.00	(41,765.00)	38,785.00
	All Funds Combined	\$ 1,139,715.00	\$ 11,721.73	\$ 1,151,436.73	\$ (1,479,774.88)	\$ 11,721.73	\$ (1,468,053.15)

General Ledger

Budget Adjustment Detail



User: rhetta
 Printed: 09/26/2016 - 5:34AM
 Printed: 2016

Account Number	Account Description	Beginning Budget	Amount	Budget
Date	Transaction Description	Transfer Description		
01-000-0000-760-020	Interfund Transfer Out			74,897.27
09/12/2016	Backfill Streets fr GF <i>Transfers</i>		60,838.00	135,735.27
		74,897.27	60,838.00	135,735.27
01-000-0000-760-024	Interfund Transfer Out			51,208.95
09/12/2016	Decrease backfill Traffic Safety 15-16 <i>Transfers</i>		-21,741.27	29,467.68
		51,208.95	-21,741.27	29,467.68
01-000-0000-801-000	CY Property Tax Sec/Unsec			920,000.00
09/12/2016	Closing 15-16 Budget Adj <i>Revenue & than budget</i>		67,000.00	987,000.00
		920,000.00	67,000.00	987,000.00
01-000-0000-807-000	Motor Vehicle In Lieu Prop Tax			540,000.00
09/12/2016	Closing 15-16 Budget Adj		106,000.00	646,000.00
		540,000.00	106,000.00	646,000.00
01-000-0000-810-000	Sales Tax			1,400,000.00
09/12/2016	Closing 15-16 Budget Adj		455,000.00	1,855,000.00
		1,400,000.00	455,000.00	1,855,000.00
01-000-0000-813-000	Transient Lodging			625,000.00
09/12/2016	Closing 15-16 Budget Adj		120,000.00	745,000.00
		625,000.00	120,000.00	745,000.00
01-000-0000-814-000	Franchises			265,000.00
09/12/2016	Closing 15-16 Budget Adj		-15,000.00	250,000.00
		265,000.00	-15,000.00	250,000.00
01-000-0000-898-070	Year End Revenue Transfer			165,000.00
09/12/2016	Closing 15-16 Budget Adj <i>Transfer</i>		-18,300.00	146,700.00
		165,000.00	-18,300.00	146,700.00
01-000-0000-898-080	Year End Revenue Transfer			160,000.00
09/12/2016	Closing 15-16 Budget Adj <i>Transfer</i>		-41,765.00	118,235.00
		160,000.00	-41,765.00	118,235.00

Account Number	Account Description	Beginning Budget	Amount	Budget
Date	Transaction Description	Transfer Description		
01-030-0000-516-000	Special Departmental Supply			500.00
09/09/2016	Reallocate City Hall Canon Copier to	From 10-050-0000-450-000	5,000.00	5,500.00
			500.00	5,000.00
01-040-0000-525-004	Prof Serv - Casino Impacts			20,000.00
06/08/2016	Transfer YPD Legal	To 01-200-0000-525-000	-20,000.00	0.00
			20,000.00	-20,000.00
01-050-0000-550-000	Network & Media Equipment			2,500.00
09/09/2016	Equipment Networking	From 10-050-0000-450-000	5,479.00	7,979.00
			2,500.00	5,479.00
01-200-0000-525-000	Professional Services			6,000.00
06/08/2016	Transfer fr Gen Legal	From 01-040-0000-525-004	20,000.00	26,000.00
			6,000.00	20,000.00
01-210-0000-421-000	Maintenance of Buildings			7,000.00
06/13/2016	Department Request	From 01-210-0000-518-001	3,000.00	10,000.00
	YVFD Inter-departmental		7,000.00	3,000.00
01-210-0000-450-008	800' 1 3/4" Color Fire Hose			4,000.00
06/13/2016	Department Request	To 01-210-0000-520-002	-2,500.00	1,500.00
	YVFD Inter-departmental		4,000.00	-2,500.00
01-210-0000-450-014	Airpacks			11,000.00
06/13/2016	Department Request	To 01-210-0000-520-002	-7,000.00	4,000.00
			11,000.00	-7,000.00
01-210-0000-518-001	Electric			12,000.00
06/13/2016	Department Request	To 01-210-0000-421-000	-3,000.00	9,000.00
			12,000.00	-3,000.00
01-210-0000-520-002	Annual Regulator Test			2,000.00
06/13/2016	Department Request	From 01-210-0000-450-014	7,000.00	9,000.00
06/13/2016	Department Request	From 01-210-0000-450-008	2,500.00	11,500.00
			2,000.00	9,500.00
01-220-0000-526-000	Contractual Services			2,500.00
07/18/2016	Transfer fr Part-time EE to Contractua		37,500.00	40,000.00
	(other transactions reported 9/16/16)		2,500.00	37,500.00
01-400-0000-107-000	Salary Abatement			0.00
09/12/2016	Closing Budget Revision		15,000.00	15,000.00
			0.00	15,000.00

Account Number	Account Description	Beginning Budget	Amount	Budget
Date	Transaction Description	Transfer Description		
01-470-0000-521-000	Maintenance of Buildings			500.00
09/12/2016	Closing Budget Revision <i>↑ bldg maint costs</i>		4,000.00	4,500.00
		500.00	4,000.00	4,500.00
01-480-0000-521-000	Maintenance of Buildings			2,000.00
09/12/2016	Closing Budget Revision <i>↑ bldg maint costs</i>		4,000.00	6,000.00
		2,000.00	4,000.00	6,000.00
08-000-0000-882-002	S.C.O.R.E. Refunds			50,000.00
09/09/2016	SCORE Dividend <i>1X dividends</i>		57,815.00	107,815.00
		50,000.00	57,815.00	107,815.00
08-110-0000-360-000	Workers Comp - Excess			-22,038.25
09/09/2016	Adjust Y/E WorkComp Excess (Lower) <i>lower than budget due to vacancy savings</i>		12,000.00	-10,038.25
		-22,038.25	12,000.00	-10,038.25
08-110-1020-320-002	ER Deferred Liability - PERS			-120,530.50
09/09/2016	Adjust CalPERS - (decrease unfunded) <i>lower than budget due to vacancy savings</i>		15,043.88	-102,483.44
		-120,530.50	18,047.06	-102,483.44
09-000-0000-898-010	Interfund Transfer In - 10			-75,500.00
09/09/2016	Transfer for capital From 10-000-0000-898-009		17,677.00	-57,823.00
		-75,500.00	17,677.00	-57,823.00
10-000-0000-883-000	Gain on Sale of Property			0.00
09/09/2016	Proceeds from Auction (sale authorize) <i>Prev Council Act. 27</i>		62,900.00	62,900.00
		0.00	62,900.00	62,900.00
10-000-0000-898-009	Interfund Transfer In - 09			75,500.00
09/09/2016	Transfer to Reserves To 09-000-0000-898-010		-17,677.00	57,823.00
		75,500.00	-17,677.00	57,823.00
10-050-0000-450-000	Non Capitalized Equipment			25,000.00
09/09/2016	Reallocate City Hall Canon Copier to: To 01-030-0000-516-000		-5,000.00	20,000.00
09/09/2016	Reallocate City Hall Canon Copier to: To 70-030-0000-516-000		-5,000.00	15,000.00
09/09/2016	Reallocate City Hall Canon Copier to: To 80-030-0000-516-000		-5,000.00	10,000.00
09/09/2016	Transfer of Networking To 01-050-0000-550-000		-5,479.00	4,521.00
		25,000.00	-20,479.00	4,521.00
10-200-0000-450-000	Non Capitalized Equipment			0.00
09/09/2016	YPD Radio		7,800.00	7,800.00
		0.00	7,800.00	7,800.00

Account Number	Account Description	Beginning Budget	Amount	Budget
Date	Transaction Description Transfer Description			
10-200-0000-650-000	Vehicle Replacement			35,500.00
09/09/2016	Council approval allocate auction proceeds		21,900.00	57,400.00
		35,500.00	21,900.00	57,400.00
10-300-0000-425-000	Prefunding Grant Eng. and Plan			10,000.00
09/09/2016	PW Grant Prefund - Prof Services		-10,000.00	0.00
		10,000.00	-10,000.00	0.00
10-400-0000-450-000	Non Capitalized Equip/Project			5,000.00
09/09/2016	Parks - Transfer Used Truck Water Division		5,856.00	10,856.00
		5,000.00	5,856.00	10,856.00
11-200-0911-525-000	Professional Services			0.00
09/12/2016	Closing 15-16 Budget Adj Architectural Services prev Council Action		100,000.00	100,000.00
		0.00	100,000.00	100,000.00
11-200-0911-620-000	YPD Station - Whipple Bldg			0.00
09/12/2016	Closing 15-16 Budget Adj Deferred Construction prev Council Action		-1,835,354.76	0.00
		0.00	0.00	0.00
11-200-0911-650-000	Capital Equipment			0.00
09/12/2016	Closing 15-16 Budget Adj YPD Rad's - previously approved		58,700.00	58,700.00
		0.00	58,700.00	58,700.00
20-000-0000-898-001	YE Transfer FR GF 101			74,897.27
09/12/2016	Backfill Streets fr GF		60,838.00	135,735.27
		74,897.27	60,838.00	135,735.27
20-314-0000-526-000	Public Parking Lot Cleaning			1,020.00
09/12/2016	Closing Streets Budget Revision		120.00	1,140.00
		1,020.00	120.00	1,140.00
21-000-0000-760-060	Interfund Transfer Out			18,828.00
06/21/2016	Foothill STIP backfill		23,000.00	101,828.00
		18,828.00	83,000.00	101,828.00
24-000-0000-898-001	Traffic Safety YE Transfer			51,208.95
09/12/2016	Decrease backfill Traffic Safety 15-16		-21,741.27	29,467.68
		51,208.95	-21,741.27	29,467.68
30-000-0000-820-000	Fire Tax Assessment			230,000.00
09/12/2016	Closing Budget Adj Revenue & then budgets		18,000.00	248,000.00
		230,000.00	18,000.00	248,000.00

Account Number	Account Description	Beginning Budget	Amount	Budget
Date	Transaction Description	Transfer Description		
30-210-0000-525-000	Professional Services			0.00
09/12/2016	Closing Budget Adj - C/B Koff		40.00	40.00
		0.00	40.00	40.00
31-000-0000-870-000	Landfill Facility Access Fee			218,000.00
09/12/2016	Closing Budget Adj <i>Revenue from other budget</i>		18,000.00	236,000.00
		218,000.00	18,000.00	236,000.00
31-030-0000-525-000	Professional Services			0.00
09/12/2016	Closing Budget Adj C/B Koff		70.00	70.00
		0.00	70.00	70.00
32-500-0000-760-072	Interfund Transfer Out			0.00
09/12/2016	Closing Budget Adj		7,865.00	7,865.00
		0.00	7,865.00	7,865.00
32-550-0000-760-082	Interfund Transfer Out			0.00
09/12/2016	Closing Budget Adj		1,825.00	1,825.00
		0.00	1,825.00	1,825.00
60-000-0000-898-021	Transfer Local Tran Fund 254			18,828.00
06/21/2016	Foothill STIP		23,000.00	101,828.00
		18,828.00	83,000.00	101,828.00
60-000-0000-899-000	Contribution to Restricted Rev			-99,786.35
06/21/2016	Foothill STIP		-23,000.00	-182,786.35
		-99,786.35	-83,000.00	-182,786.35
60-310-6010-899-000	Contribution to Restricted Rev			0.00
06/21/2016	Foothill STIP		23,000.00	83,000.00
		0.00	83,000.00	83,000.00
65-630-0000-835-103	Prin - SCEDC Bldg			0.00
09/22/2016	Sale of 1512 S. Oregon		250,000.00	250,000.00
		0.00	250,000.00	250,000.00
70-000-0000-760-001	Interfund Transfer Out			165,000.00
09/12/2016	Closing 15-16 Budget Adj		-18,300.00	146,700.00
		165,000.00	-18,300.00	146,700.00
70-030-0000-516-000	Special Departmental Supply			12,000.00
09/09/2016	Reallocate City Hall Canon Copier to From 10-050-0000-450-000		5,000.00	17,000.00

Account Number	Account Description	Beginning Budget	Amount	Budget
Date	Transaction Description	Transfer Description		
		12,000.00	5,000.00	17,000.00
70-030-0000-526-100	Contractual Serv Bank Charges			6,000.00
09/12/2016	Closing Budget Adj - Bank Charges		8,000.00	14,000.00
		6,000.00	8,000.00	14,000.00
72-000-0000-898-032	\ Interfund Transfer In			0.00
09/12/2016	Closing Budget Adj		7,865.00	7,865.00
		0.00	7,865.00	7,865.00
80-000-0000-760-001	\ Interfund Transfer Out			160,000.00
09/12/2016	Closing 15-16 Budget Adj		-41,765.00	118,235.00
		160,000.00	-41,765.00	118,235.00
80-030-0000-516-000	Special Departmental Supply			500.00
09/09/2016	Reallocate City Hall Canon Copier to : From 10-050-0000-450-000		5,000.00	5,500.00
		500.00	5,000.00	5,500.00
81-550-3024-625-000	Collection System WWSI USDA			0.00
09/12/2016	USDA COP C/O 14-15		3,550.00	3,550.00
		0.00	3,550.00	3,550.00
81-550-6010-625-007	STIP - Foothill Rehab - Sewer			0.00
09/12/2016	Closing Budget Revision		8,000.00	220,000.00
		0.00	220,000.00	220,000.00
81-560-0000-650-000	Capitalized Equipment			0.00
09/12/2016	C/O 14-15 Truck		30,000.00	30,000.00
		0.00	30,000.00	30,000.00
81-560-3024-625-000	USDA 2012 SWR Improvements			0.00
09/12/2016	USDA COP C/O 14-15		34,000.00	180,000.00
		0.00	180,000.00	180,000.00
82-000-0000-898-032	\ Interfund Transfer In			0.00
09/12/2016	Closing Budget Adj		1,825.00	1,825.00
		0.00	1,825.00	1,825.00



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Matt Bray, Public Works Director
Rob Taylor, Water Manager
Agenda title: Discussion/Possible Action: Adopt Resolution Authorizing the City to Change the Water Conservation Stage From Stage Two (Water Alert) to Stage One (Basic Stage)
Meeting date: October 6, 2016

Discussion: Under the State Water Board's emergency water conservation regulations, Yreka was initially required to reduce water use by 32% as compared to the same month in 2013, the year before emergency conservation measures were implemented. The regulation was revised this summer to allow Urban Water Suppliers to make an adjustment to their conservation standard based on a "Stress Test" of water supply reliability.

PACE Engineering was able to document that water supplied from Fall Creek meets the regulatory requirement of being sufficient to withstand three more years of continuous drought. The self-certification documentation was submitted to the state and accepted. With Fall Creek calculated at meeting 100% of the City's water demand over the next three years, our new conservation standard is now at 0%.

The City received a Compliance Order from the State Water Board in December 2015 based on not meeting the conservation standards then in effect. The Order required the City to take a number of actions to encourage water conservation. City staff implemented the actions required to the extent feasible. Because the City made a good faith effort to meet the terms of the Compliance Order and because the city's conservation efforts exceed the new standards shown above that take into account local conditions, the State Water Board has rescinded the Order.

With the new standards, the City may now reduce some water conservation requirements from mandatory to voluntary. The attached resolution changes our water conservation requirements from Stage 2 (Water Alert) which requires among other things, mandatory watering schedules to Stage 1 (Basic) which has voluntary watering schedules.

It's important to note that the State Water Board's emergency water conservation regulations are still in effect until January 2017. All of the prohibitions on wasting water are still in effect and are shown on the attachment. Although Cities were allowed to calculate a lower conservation target for the purpose of state enforcement, we are still expected to continue to promote and achieve water conservation at a local level. Statewide conservation efforts and drought conditions will be reassessed in early 2017 and the Board may reimpose higher mandatory restrictions if needed.

Recommendation: That the Council Adopt Resolution Authorizing the City to Change the Water Conservation Stage From Stage Two (Water Alert) to Stage One (Basic Stage).

Approved by: 
Steven Baker, City Manager

Water Conservation Regulations

In accordance with Yreka Municipal Code §12.12.70 and in compliance with the State Water Resources Control Board emergency regulations and the Governor's Executive Order, the following water conservation requirements on the wasteful use of water are effective at all times and are permanent:

- A. Water flowing away from a property caused by excessive application(s) of water beyond reasonable or practical irrigation rates, duration of application, or other than incidental applications to impervious surfaces or any sidewalk, walkway, driveway, street, alley, gutter or ditch.
- B. Causing or permitting an amount of water to discharge, flow, run to waste into or flood any gutter, sanitary sewer, water course or storm drain, or to any adjacent lot, from any tap, hose, faucet, pipe, sprinkler, or nozzle. In the case of irrigation, "discharge," "flow" or "run to waste" means that water is applied to the point that the earth intended to be irrigated has been saturated with water so that additional applied water then flows over the earth. In the case of washing, "discharge," "flow" or "run to waste" means that water in excess of that necessary is applied to wash, wet or clean the dirty or dusty object, such as an automobile, sidewalk, or parking area.
- C. Allowing water fixtures or heating or cooling devices to leak or discharge water.
- D. Maintaining ponds, waterways, decorative basins or swimming pools that does not use water recirculation devices or with known leaks, both seen and unseen, unless a waiver has been obtained.
- E. Discharging water from, and refilling, swimming pools, decorative basins or ponds in excess of the frequency reasonably necessary to maintain the health, maintenance or structural considerations of the pool, basin or pond, as determined in the Director's sole discretion.
- F. Continued operation of an irrigation system that is in disrepair.
- G. Use of a water hose not equipped with a control nozzle capable of completely shutting off the flow of water except when positive pressure is applied.
- H. Irrigation of lawns or landscaping during periods of measurable rainfall.
- I. Overfilling of any pond, pool or fountain that results in water discharging from the pond, pool or fountain.
- J. Failure to repair a controllable leak within five working days of the defect's commencement, unless the Director informs the Customer that the leak must be repaired more quickly, in which case the Customer shall repair the leak in the time specified by the Director.
- K. Excepting evaporative cooling systems, any installation of (new) single-pass cooling system(s), such as water-cooled air compressors, in buildings requesting new water service.
- L. Causing or permitting the flow of City supplied water to run into any river, creek or other natural watercourse or drain, superficial or underground channel, or into any sanitary or storm sewer, any street, road or highway, or upon the lands of another person or upon public lands except as necessary for the proper operation of the public water supply system.
- M. Any new automatic car wash or new commercial laundry system shall be designed and constructed in accordance with the then current best management practices for water conservation.

RESOLUTION NO. 2016-46

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA
AUTHORIZING THE CITY TO CHANGE THE WATER CONSERVATION STAGE FROM
STAGE TWO (WATER ALERT) TO STAGE ONE (BASIC STAGE)

WHEREAS, the City adopted Water Efficiency Ordinance #841 on August 20, 2015 authorizing the Director to determine the City Water System's water conservation stage considering whether the system's water supplies available for potable use are sufficient to meet the current customer demands on the system, and

WHEREAS, the City submitted the information to the State Water Resources Control Board as required by section 864.5 of the Emergency regulation and the City's self-certified conservation standard was reduced to 0 percent as compared to water produced in 2013, effective June 1, 2016, and

WHEREAS, the State Water Resources Water Control Board rescinded the Conservation order on September 9, 2016.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Yreka, in accordance with Yreka Municipal Code §12.12.70, authorizes moving from water conservation Stage 2 (Water Alert) to Stage 1(Basic Stage), which among other restrictions, reduces the requirement for mandatory watering days to voluntary watering days.

Passed and adopted this 6th day of October, 2016, by the following vote:

AYES:

NAYS:

ABSENT: Freeman

John Mercier,
Mayor of the City of Yreka

Attest: _____
Elizabeth Casson, City Clerk



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Steven W. Baker, City Manager
Agenda title: Discussion/Possible Action: Adopt Five Resolutions Authorizing Membership in Joint Powers Authorities (JPAs) Offering Property Assessed Clean Energy (PACE) Programs, Inclusion of City Properties in Each Program Territory, and the Approval of Agreements with PACE Providers.
Meeting date: October 6, 2016

Resolutions

Resolution of the City Council of the City of Yreka Consenting to the Inclusion of Properties Within the Territory of the City in the **CSCDA Open PACE Programs**; Authorizing the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Contractual Assessment Proceedings and Levy Contractual Assessments Within the Territory of the City; and Authorizing Related Actions

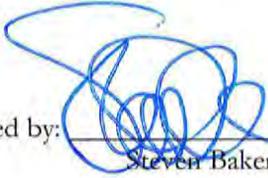
Resolution of the City Council of the City of Yreka, California, Consenting to the Inclusion of Properties Within the City's Jurisdiction in the **California HERO Program** to Finance Distributed Generation Renewable Energy Sources, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and Approving the Amendment to a Certain Joint Powers Agreement Related Thereto

Resolution of the City Council of the City of Yreka, California, Approving Associate Membership by the City in the California Enterprise Development Authority; Authorizing the Execution of an Associate Membership Agreement Relating to Associate Membership of the city in the Authority; Authorizing the City to Join the **Figtree PACE Program**; Authorizing the California Enterprise Development Authority to Conduct Contractual Assessments Within the Territory of the City of Yreka; and Authorizing Related Actions

Resolution of the City Council of the City of Yreka, California, Consenting to Inclusion of Properties Within the City's Jurisdiction in the California Home Finance Authority Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy Improvements, Energy Efficiency and Water Conservation Improvements and Electric Vehicle Charging Infrastructure, and Approving Associate Membership in the Joint Exercise of Powers Authority Related Thereto ("**SB 555 PACE Program Resolution**")

Resolution of the City Council of the City of Yreka, California, Consenting to Inclusion of Properties Within the City's Jurisdiction in the California Home Finance Authority AB 811 PACE Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure ("**AB 811 PACE Program Resolution**")

Approved by: _____


Steven Baker, City Manager

Summary

Property Assessed Clean Energy (PACE) programs provide an innovative way to finance the installation of renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements, as well as the installation of electric vehicle charging infrastructure. Property owners who participate in these programs repay the loans through a voluntary contractual assessment collected with their property taxes for up to 20 years. One of the most notable characteristics of PACE programs is that the loan is attached to the property as opposed to belonging to an individual. Therefore, when the owner sells the property, the loan remains attached to the property and is paid off by the new owner, who also benefits from the completed upgrades.

PACE financing enables individuals and businesses to defer the upfront costs of the improvements. PACE loans are paid over a long period of time, while energy costs are generally reduced as a result of the improvements, potentially providing the PACE consumer with net gains. Another benefit of PACE financing is that the credit score of the loan applicant is not a consideration for eligibility. Rather, eligibility criteria are focused on the loan to value ratio of the property and whether property tax payments are current. By eliminating upfront costs, providing low-cost long-term financing, and allowing property owners to transfer payment obligations to a new owner upon sale, PACE programs overcome challenges that have hindered adoption of sustainability measures for many property owners.

In 2014, the State of California established the PACE Loss Reserve Program, a \$10 million loan guarantee fund to provide security for PACE loans. This program is intended to mitigate potential risk to first mortgage lenders by making them whole for losses incurred due to the existence of a first-priority PACE lien on a property during a foreclosure or forced sale. Following the adoption of this program, residential PACE loans began to be issued across the State.

In order to participate in the PACE programs described in the following discussion, the City must (1) become a member of the Joint Powers Authority (JPA) that oversees each PACE program, and (2) adopt a resolution authorizing the inclusion of properties within the City of Yreka in the program territory and the levy of assessments or a special tax on participating properties within the City.

It is recommended that the City Council authorize the City to become an associate member of the following Joint Powers Authorities and allow the inclusion of City properties in each program territory so that Yreka property owners may participate in these PACE programs.

The recommended action would provide additional alternatives for Yreka property owners to finance renewable energy development, water and energy efficiency projects, seismic improvements and electric vehicle charging infrastructure on their properties. All of the PACE programs in the proposed resolutions are participants in the Loss Reserve Program. Allowing multiple PACE programs to operate within the City limits provides competitive benefits to property owners. Several Siskiyou County cities including Dunsmuir, Weed and Mt. Shasta have recently adopted similar resolutions.

Discussion

The PACE programs named in the above resolutions are offered by the following joint powers authorities:

1. California Statewide Communities Development Authority (CSCDA) OpenPACE Program

CSCDA is a joint powers authority consisting of over 500 California cities and counties which was founded and is sponsored by the League of California Cities and the California State Association of Counties. The City of Yreka passed Resolution 2499 on December 16, 2004 authorizing City membership in the CSCDA, which allows the City to participate in CSCDA programs. The OpenPACE Program offered by the CSCDA prequalifies PACE Administrators and saves communities the time and resources required to approve standalone PACE programs.

Enrolling in the CSCDA OpenPACE program will allow the City to be included in three different PACE programs, administered by Renewable Funding LLC (CaliforniaFIRST), AllianceNRG, and PACE Funding LLC. Once the City is a participant of the OpenPACE program, any future administrators that become authorized by OpenPACE can operate within the City of Yreka without the City taking further action.

Attachment 3a is the proposed resolution consenting to the inclusion of properties within the City of Yreka in CSCDA OpenPACE Programs and authorizing the CSCDA to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the City.

2. California HERO Program

Since 2011, the Home Energy Renovation Opportunity (HERO) Program has helped more than 75,000 property owners make more than \$1.78 billion in improvements to their homes which reduce energy and water consumption, saving homeowners over \$3 billion in estimated future utility costs and more than 5.7 billion gallons of water. If a property owner chooses to participate, the improvements to be installed on such owner's property will be financed by the issuance of bonds by a joint power authority, the Western Riverside Council of Governments ("WRCOG"), and secured by a voluntary contractual assessment levied on the owner's property.

The proposed resolution would (1) approve an Amendment to the WRCOG Joint Powers Agreement which adds the City of Yreka as an Associate Member, and (2) allow the California HERO Program to conduct business within the City of Yreka. **Attachment 3b** contains the proposed resolution, the WRCOG Joint Powers Authority agreement and the proposed Amendment.

3. The Figtree PACE Program

Founded in 2011, the Figtree PACE Program is sponsored by the California Enterprise Development Authority (CEDA). The Figtree PACE Program applies to commercial, industrial, retail, and multi-family properties. To date, Figtree has provided \$5 million in PACE financing to California commercial property owners.

Attachment 3c contains the proposed resolution, which authorizes the City to become a CEDA member and allows the Figtree PACE Program to be made available to owners of property within the City; the CEDA Associate Membership Agreement and full JPA Agreement; the CEDA Resolution of Intent (Exhibit A) for reference; and the Indemnification Agreement between the City and Figtree Company, Inc. (Exhibit B).

4. Ygrene Works for California PACE Program

California Home Finance Authority (CHF), which is in the process of changing its name to Golden State Finance Authority (GSFA), has established two PACE financing programs for residential, commercial, industrial and agricultural properties. CHF contracts with Ygrene Energy Fund CA LLC to serve as the program administrator and to operate the Ygrene Works for California PACE financing program. CHF has established two PACE programs under the legislative authority of two separate California PACE laws providing authority for PACE financing under different sections of the California State Code.

- SB 555 PACE Community Facilities District: Senate Bill 555 amended the Mello-Roos Community Facilities Act to allow for the creation of Community Facilities Districts ("CFDs") for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property.

Individual properties can be annexed into the district and be subject to the special tax imposed to repay project financing only if (1) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the CFD, and (2) each participating owner provides its written approval for annexation of its property into the PACE CFD.

Attachment 3d contains a resolution authorizing the City of Yreka to join the JPA as an Associate Member and permitting property owners within the incorporated areas of the City to participate in the CHF SB 555 Community Facilities District and the Joint Powers Authority agreement for CHF/GSFA.

- **AB 811 PACE Contractual Assessment Program:** This legislation authorized cities and counties to establish voluntary contractual assessment programs for the purpose of financing private property improvements that promote renewable energy generation, energy and water efficiency and electric vehicle charging infrastructure.

As with the SB 555 CFD, properties can be annexed into the AB 811 PACE program and be subject to the property tax assessment that is imposed to repay project financing only if (1) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the program and (2) each participating owner consents in writing to the annexation of its property into the PACE program.

Attachment 3e is a resolution authorizing the City of Yreka to join the JPA as an Associate Member and permitting property owners within the incorporated areas of the City to participate in the CHF AB 811 Authority PACE Program.

Each resolution also authorizes CHF to: (1) accept applications from property owners within the City's incorporated area to finance authorized improvements; and (2) conduct proceedings and levy special taxes or contractual assessments, as applicable, on the property of participating owners.

Cities and counties that have approved the Ygrene Works program to date have adopted both resolutions. To participate in the PACE programs, the City must become an Associate Member of CHF. Associate membership requires no dues or other costs to the City, but permits participation in all CHF programs including the PACE program.

FISCAL IMPACT

Fiscal Impact: There is no fiscal impact to the City incurred by consenting to the inclusion of properties within the City limits in PACE programs. Program administrative costs are covered through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual administrative fee which is also collected on the property owner's tax bill. The City will have no administrative role in the programs after implementation beyond providing a contact person for the joint powers authorities in connection with the programs.

Recommendation: That the Council Adopt Five Resolutions Authorizing Membership in Joint Powers Authorities (JPAs) Offering Property Assessed Clean Energy (PACE) Programs, Inclusion of City Properties in Each Program Territory, and the Approval of Agreements with PACE Providers.

RESOLUTION NO. 2016 - __

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Yreka (the “City”); and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of CSCDA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the “Programs”), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the “Improvements”) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”) within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are the AllianceNRG Program (presently consisting of Deutsche Bank Securities Inc., CounterPointe Energy Solutions LLC and Leidos Engineering, LLC), PACE Funding LLC and Renewable Funding LLC, and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property (“Participating Property Owners”) within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City’s official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

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

Section 1. This City Council hereby finds and declares that properties in the territory of the City may benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3. The appropriate officials and staff of the City are hereby authorized to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Manager of the City from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: City Manager.

Section 4. The City Manager is hereby authorized to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The City Council hereby finds that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant

physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk shall transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

Passed and adopted this 6th day of October, 2016, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

John Mercier, Mayor

Attest:

Elizabeth E. Casson, City Clerk

RESOLUTION NO. 2016-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO.

WHEREAS, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority has established the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Yreka (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, Authority has established the California HERO Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Yreka as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area may be benefited by the availability of the California HERO Program to finance the installation of the Improvements.

2. This City Council consents to inclusion in the California HERO Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

4. This City Council hereby approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.

5. City staff is authorized to coordinate with Authority staff to facilitate operation of the California HERO Program within the City.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk shall send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

PASSED AND ADOPTED THIS 6th day of October, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Mercier, Mayor, City of Yreka

ATTEST:

Elizabeth E. Casson, City Clerk

EXHIBIT A

**AMENDMENT TO THE JOINT POWERS AGREEMENT
ADDING CITY OF YREKA AS
AN ASSOCIATE MEMBER OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN
ENERGY (PACE) PROGRAM SERVICES WITHIN SUCH CITY**

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the 6th day of October, 2016, by City of Yreka (“City”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”).

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority has established a PACE program designated as the “California HERO Program” pursuant to Chapter 29 which authorizes the implementation of such PACE financing program for cities and counties throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority under Chapter 29, as it is now enacted or may be amended hereafter, to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services through the California HERO Program, including the operation of such PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. JPA Amendment.

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. The boundaries within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries") shall include the entire incorporated territory of City.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Implementation of California HERO Program Within the Program Boundaries. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall implement its plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program within the Program Boundaries.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, levying and collecting assessments due under the California HERO Program, taking any required remedial action in the case of delinquencies in such assessment payments, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. Miscellaneous Provisions.

1. Withdrawal. Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. Notwithstanding the foregoing, City may withdraw, either temporarily or permanently, from its participation in the California HERO Program or either the residential or commercial component of the California HERO Program upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal from such participation shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Att: Executive Director

City:

City of Yreka
Attn: Steven Baker
701 Fourth Street
Yreka, CA 96097

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or

in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGE]

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____
Name: _____
Title: _____

Date: _____

CITY OF YREKA

By: _____
Name: Steven W. Baker
Title: City Manager

Date: _____

20323.00016\8035530.3

JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April, 1991, pursuant to Government Code Section 6500 et. seq. and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

I.

PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG"). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

- a. Serve as a forum for consideration, study and recommendation on area-wide and regional problems;
- b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County;
- c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvements in the administration of governmental services; and
- d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following;

- a. When necessary for the day to day operation of the Council, to make and enter into contracts;
- b. To contract for the services of engineers, attorneys, planners, financial consultants and separate and apart therefrom to employ such other persons, as it deems necessary;
- c. To apply for an appropriate grant or grants under any federal, state, or local programs.
- d. To receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;
- e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements;
- f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The association shall have the power in its own name, only with the approval of all affected member agencies to;

- a. Acquire, hold and dispose of property by eminent domain, lease, lease purchase or sale.
- b. To incur debts, liabilities, obligations, and issue bonds;

II.

ORGANIZATION OF COUNCIL

2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement thereto and agrees to such become a member upon such terms and conditions as established by the general council or executive committee, and which has not, pursuant to provisions hereof, withdrawn therefrom. Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

2.2 Names.

The names, particular capacities and addresses of the parties at any time shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time.

2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement, within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of the appropriate representatives from the County of Riverside, each city which is a signatory to this Agreement, the Western Municipal Water District, the Eastern Municipal Water District, and the Morongo Band of Mission Indians (“Morongo”), the number of which shall be determined as hereinafter set forth. The General Assembly shall meet at least once annually, preferably scheduled in the evening. Each member agency of the General Assembly shall have one vote for each mayor, council member, county supervisor, water district board member, and tribal council member present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that members representing a majority of the member agencies are present. The General Assembly shall adopt and amend by-laws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such by-laws may provide for the management and administration of this Agreement.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors, the President of each Water District, and the Tribal Chairman of Morongo; the remaining member of the Board of Supervisors shall serve as an alternate, except any City Council, at its discretion, can appoint a Mayor Pro Tem or other City Council member in place of the Mayor, each water district board, at its discretion, can appoint another Board member in place of the President, and the Tribal Council of

Morongo, at its discretion, can appoint another Tribal Council member in place of the Tribal Chairman. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the member agencies. Membership of Morongo on the General Assembly and Executive Committee of WRCOG shall be conditioned on Morongo entering into a separate Memorandum of Understanding with WRCOG.

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each participating member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The name of the alternate members shall be on file with the Executive Committee. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

2.5 Executive Director.

The Executive Director shall be the chief administrative officer of the Council. He shall receive such compensation as may be fixed by the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the Council and of the Executive Committee.
- d. To attend meetings of the Executive Committee.

e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee. The time and place of regular meetings of the Executive Committee shall be determined by resolution adopted by the Executive Committee; a copy of such resolution shall be furnished to each party hereto. Regular, adjourned and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion, resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The secretary of the Council shall cause to be kept minutes of regular adjourned regular and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the minutes to be forwarded to each member and to each of the members hereto.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this agreement or any Implementation Agreement.

2.11 Vote or Assent of Members.

The vote, assent or approval of the members in any manner as may be required, hereunder shall be evidenced by a certified copy of the action of the governing body of such party filed with the Council. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.

2.12 Officers.

There shall be selected from the membership of the Executive Committee, a chairperson and a vice chairperson. The Executive Director shall be the secretary. The Treasurer of the County of Riverside shall be the Treasurer of the Council and the Controller or Auditor of the County of Riverside shall be the Auditor of the Council. Such persons shall possess the powers of, and shall perform the treasurer and auditor functions respectively, for WRCOG and perform those functions required of them by Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The chairperson and vice chairperson, shall hold office for a period of one year commencing July 1st of each and every fiscal year; provided, however, the first chairperson and vice chairperson appointed shall hold office from the date of appointment to June 30th of the ensuing fiscal year. Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of the members. The appointment by the Executive Committee of such a person shall be evidence that the two positions are compatible.

2.13 Committees.

The Executive Committee may, as it deems appropriate, appoint committees to accomplish the purposes set forth herein. All committee meetings of WRCOG, including those of the Executive Committee, shall be open to all members.

2.14 Additional Officers and Employees.

The Executive Committee shall have the power to authorize such additional officers and assistants as may be appropriate. Such officers and employees may also be, but are not required to be, officers and employees of the individual members.

2.15 Bonding Requirement.

The officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the members of the Executive Committee, the treasurer, the Executive Director, and any other officers or persons to be designated or empowered by the Executive Committee. Each such officer or person shall be required to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required

herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.16 Status of Officers and Employees.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.

2.17 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed upon the County of Riverside.

2.18 TUMF Matters – Water Districts and Morongo.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Mitigation Fee (“TUMF”) for cities in Western Riverside County. The fee was established prior to the Water District’s and Morongo’s involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in Western Riverside County. As such, the Western Municipal Water District, the Eastern

Municipal Water District, and Morongo General Assembly and Executive Committee Members shall not vote on any matter related to the administration of the TUMF program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1 Treasurer.

The Treasury of the member agency whose Treasurer is the Treasurer for WRCOG shall be the depository for WRCOG. The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 and following, such other duties as may be prescribed by the Executive Committee.

3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4. Contributions/Public Funds.

In preparing the budget, the General Assembly by majority vote of a quorum shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the by-laws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contributions from Water Districts and the Morongo Band of Mission Indians.

The provision of section 3.4 above shall be inapplicable to the Western Municipal Water District, the Eastern Municipal Water District, and Morongo. The amount of

contributions from these water districts and Morongo shall be through the WRCOG budget process.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures and bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to Government Code Sections 6505 et seq. and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The records and accounts of WRCOG shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the County Auditor, State Controller and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligation of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Hold Harmless and Indemnity.

Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the General Assembly or Executive Committee itself or its agents or employees are

held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive Committee created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. The voting for or against a matter being considered by the General Assembly or executive or other committee or WRCOG, or abstention from voting on such matter, shall not be construed to constitute a wrongful act or omission within the meaning of this Subsection.

VI

ADMISSION AND WITHDRAWAL OF PARTIES

6.1 Admission of New Parties.

It is recognized that additional cities other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any

additional terms and conditions that may be established by the general assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal;

b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the parties' notice of withdrawal;

c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below;

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

VII

TERMINATION AND DISPOSITION OF ASSETS

7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement; providing, however, that WRCOG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

VIII

PACE IMPLEMENTATION AND PARTICIPATION AGREEMENTS;

ASSOCIATE MEMBERSHIP

8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency or agencies enumerated herein, may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy (“PACE”) programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an “Associate Member” status that provides membership in WRCOG to local jurisdictions that are outside WRCOG’s jurisdictional boundaries but within whose boundaries a PACE program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the “PACE Agreement”) on the terms and conditions established by the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE program within their

jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

IX

MISCELLANEOUS

9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

9.4 Arbitration.

Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and WRCOG, with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and to the Executive Director of the Council. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file with all other parties and with the Executive Director of the Council a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent or respondents shall each designate a person to act as an arbitrator. The designated arbitrators shall mutually designate the minimal number of additional persons as arbitrators as may be necessary to create an odd total number of arbitrators but not less than three to serve as arbitrator(s).

The arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et. seq. The parties to this Agreement agree that the decision of the arbitrators will be binding and will not be subject to judicial review except on the ground that the arbitrators have exceeded the scope of their authority.

9.5 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.6 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.7 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.8 Execution.

The Board of Supervisors of the County of Riverside and the city councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

Original Members Agencies

1. City of Banning
2. City of Beaumont (withdrawn)
3. City of Calimesa
4. City of Canyon Lake
5. City of Corona
6. City of Hemet
7. City of Lake Elsinore
8. City of Moreno Valley
9. City of Murrieta
10. City of Norco
11. City of Perris
12. City of Riverside
13. City of San Jacinto
14. City of Temecula
15. County of Riverside

Additional City Members

1. City of Eastvale (added on 08/02/2010, Resolution 01-11)
2. City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)
3. City of Menifee (added on 10/06/2008, Resolution 03-09)
4. City of Wildomar (added on 08/04/2008, Resolution 01-09)

**THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS**

Participating Agencies

5. Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
6. Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
7. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011)
8. Morongo Band of Mission Indians (membership on the Governing Board of WRCOG, 7/6/2015)

RESOLUTION NO. 2016-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA, CALIFORNIA, APPROVING ASSOCIATE MEMBERSHIP BY THE CITY IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY; AUTHORIZING THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATING TO ASSOCIATE MEMBERSHIP OF THE CITY IN THE AUTHORITY; AUTHORIZING THE CITY TO JOIN THE FIGTREE PACE PROGRAM; AUTHORIZING THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY TO CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF YREKA; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the City of Yreka, California (the “City”), a municipal corporation, duly organized and existing under the Constitution and the laws of the State of California; and

WHEREAS, the City, upon authorization of the City Council, may pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "JPA Law") enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them; and

WHEREAS, the City and other public agencies wish to jointly participate in economic development financing programs for the benefit of businesses and nonprofit entities within their jurisdictions offered by membership in the California Enterprise Development Authority (the "CEDA") pursuant to an associate membership agreement and Joint Exercise of Powers Agreement Relating to the California Enterprise Development Authority (the “Agreement”); and

WHEREAS, under the JPA Law and the Agreement, CEDA is a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of CEDA will not be the debts, liabilities or obligations of the City or the other members of the Authority; and

WHEREAS, the form of Associate Membership Agreement (the “Associate Membership Agreement”) between the City and CEDA is attached; and

WHEREAS, the City is willing to become an Associate Member of CEDA subject to the provisions of the Associate Membership Agreement.

WHEREAS, CEDA has adopted the Figtree Property Assessed Clean Energy (PACE) and Job Creation Program (the “Program” or “Figtree PACE”), to allow the financing of certain renewable energy, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and

water efficiency improvements (the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29"), and the issuance of improvement bonds or other evidences of indebtedness (the "Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 et seq.) (the "1915 Act") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Parcel") within its jurisdiction ("Participating Property Owners") to participate in Figtree PACE, and to allow CEDA to conduct assessment proceedings under Chapter 29 and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, CEDA will conduct assessment proceedings under Chapter 29 to establish an assessment district (the "District") and issue Bonds under the 1915 Act to finance Improvements; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by CEDA in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, said ROI sets forth the territory within which assessments may be levied for Figtree PACE which territory shall be coterminous with the City's official boundaries of record at the time of adoption of the ROI (the "Boundaries"); and

WHEREAS, pursuant to Chapter 29, the City authorizes CEDA to conduct assessment proceedings, levy assessments, pursue remedies in the event of delinquencies, and issue bonds or other forms of indebtedness to finance the Improvements in connection with Figtree PACE; and

WHEREAS, to protect the City in connection with operation of the Figtree PACE program, Figtree Energy Financing, the program administrator, has agreed to defend and indemnify the City; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies, the issuance, sale or administration of the bonds or other indebtedness issued in connection with Figtree PACE.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Yreka, hereby finds, determines and declares as follows:

Section 1. The City Council hereby specifically finds and declares that the actions authorized hereby constitute public affairs of the City. The City Council further finds that the statements, findings and determinations of the City set forth in the preambles above are true and correct.

Section 2. The Associate Membership Agreement presented to this meeting and on file with the City Clerk is hereby approved. The Mayor of the City, the City Manager, the City Clerk and other officials of the City are each hereby authorized, for and on behalf of the City, to execute and deliver the Associate Membership Agreement in substantially said form, with such changes therein as such officer may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. The officers and officials of the City are hereby authorized, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate, carry out, give effect to and comply with the terms and intent of this resolution and the Associate Membership Agreement. All such actions heretofore taken by such officers and officials are hereby confirmed, ratified and approved.

Section 4. Good Standing. The City is a municipal corporation and in good standing.

Section 5. Public Benefits. On the date hereof, the City Council hereby finds and determines that the Program and issuance of Bonds by CEDA in connection with Figtree PACE could provide significant public benefits, including without limitation, savings in effective interest rates, bond preparation, bond underwriting and bond issuance costs and reductions in effective user charges levied by water and electricity providers within the boundaries of the City.

Section 6. Appointment of CEDA. The City hereby appoints CEDA as its representative to (i) record the assessment against the Participating Parcels, (ii) administer the District in accordance with the Improvement Act of 1915 (Chapter 29 Part 1 of Division 10 of the California Streets and Highways Code (commencing with Section 8500 et seq.) (the “Law”), (iii) prepare program guidelines for the operations of the Program and (iv) proceed with any claims, proceedings or legal actions as shall be necessary to collect past due assessments on the properties within the District in accordance with the Law and Section 6509.6 of the California Government Code. The City is not and will not be deemed to be an agent of Figtree or CEDA as a result of this Resolution.

Section 7. Assessment Proceedings. In connection with Figtree PACE, the City hereby consents to the special assessment proceedings by CEDA pursuant to Chapter 29 on any property within the Boundaries and the issuance of Bonds under the 1915 Act, provided that:

- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI;

- (2) The Participating Property Owners, who shall be the legal owners of such property, voluntarily execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and
- (3) The City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in such assessment payments, or the issuance, sale or administration of the Bonds in connection with Figtree PACE.

Section 8. Program Report. The City Council hereby acknowledges that pursuant to the requirements of Chapter 29, CEDA has prepared and will update from time to time the "Program Report" for Figtree PACE (the "Program Report") and associated documents, and CEDA will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

Section 9. Foreclosure. The City Council hereby acknowledges that the Law permits foreclosure in the event that there is a default in the payment of assessments due on a property. The City Council hereby designates CEDA as its representative to proceed with collection and foreclosure of the liens on the defaulting properties within the District, including accelerated foreclosure pursuant to the Program Report.

Section 10. Indemnification. The City Council acknowledges that Figtree has provided the City with an indemnification agreement, as shown in Exhibit B, for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents. The City Council hereby authorizes the appropriate officials and staff of the City to execute and deliver the Indemnification Agreement to Figtree.

Section 11. City Contact Designation. The appropriate officials and staff of the City are hereby authorized to make applications for Figtree PACE available to all property owners who wish to finance Improvements. The following staff persons, together with any other staff designated by the City Manager from time to time, are hereby designated as the contact persons for CEDA in connection with Figtree PACE: Steven W. Baker, City Manager, (530) 841-2386, sbaker@ci.yreka.ca.us.

Section 12. CEQA. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act ("CEQA"), because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 13. Effective Date. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized to transmit a certified copy of this resolution to Figtree Energy Financing.

Section 14. Costs. Services related to the formation and administration of the assessment district will be provided by CEDA at no cost to the City.

PASSED AND ADOPTED this 6th day of October, 2016 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Mercier, Mayor
Yreka City Council

ATTEST:

Elizabeth E. Casson
Clerk of the City of Yreka

**CERTIFICATE OF CLERK OF THE CITY COUNCIL
CITY OF YREKA**

I, Elizabeth E. Casson, Clerk of the City of Yreka, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at the meeting of the City Council of the City of Yreka duly and regularly held in the Council Chambers, 701 4th Street, Yreka, CA, on October 6th, 2016, of which meeting all of the members of said City Council had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate this 6th day of October, 2016.

Elizabeth E. Casson, City Clerk
City of Yreka

**ASSOCIATE MEMBERSHIP AGREEMENT by and between the CALIFORNIA
ENTERPRISE DEVELOPMENT AUTHORITY and the CITY OF YREKA,
CALIFORNIA**

THIS ASSOCIATE MEMBERSHIP AGREEMENT (this “Associate Membership Agreement”), dated as of _____ by and between CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY (the “Authority”) and the CITY OF YREKA, CALIFORNIA, a municipal corporation, duly organized and existing under the laws of the State of California (the “City”);

WITNESSETH:

WHEREAS, the Cities of Selma, Lancaster and Eureka (individually, a “Member” and collectively, the “Members”), have entered into a Joint Powers Agreement, dated as of June 1, 2006 (the “Agreement”), establishing the Authority and prescribing its purposes and powers; and

WHEREAS, the Agreement designates the Executive Committee of the Board of Directors and the President of the California Association for Local Economic Development as the initial Board of Directors of the Authority; and

WHEREAS, the Authority has been formed for the purpose, among others, to assist for profit and nonprofit corporations and other entities to obtain financing for projects and purposes serving the public interest; and

WHEREAS, the Agreement permits any other local agency in the State of California to join the Authority as an associate member (an “Associate Member”); and

WHEREAS, the City desires to become an Associate Member of the Authority;

WHEREAS, City Council of the City has adopted a resolution approving the Associate Membership Agreement and the execution and delivery thereof;

WHEREAS, the Board of Directors of the Authority has determined that the City should become an Associate Member of the Authority;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Authority and the City do hereby agree as follows:

Section 1. Associate Member Status. The City is hereby made an Associate Member of the Authority for all purposes of the Agreement and the Bylaws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the City and the Authority, the City shall be and remain an Associate Member of the Authority.

Section 2. Restrictions and Rights of Associate Members. The City shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of Directors or by the Voting Members of the Authority. In addition, no officer, employee or representative of the City shall have any right to become an officer or director of the Authority by virtue of the City being an Associate Member of the Authority.

Section 3. Effect of Prior Authority Actions. The City hereby agrees to be subject to and bound by all actions previously taken by the Members and the Board of Directors of the Authority to the same extent as the Members of the Authority are subject to and bound by such actions.

Section 4. No Obligations of Associate Members. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the City.

Section 5. Execution of the Agreement. Execution of this Associate Membership Agreement and the Agreement shall satisfy the requirements of the Agreement and Article XII of the Bylaws of the Authority for participation by the City in all programs and other undertakings of the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year first set forth above.

**CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY**

By: _____
Gurbax Sahota, Chair
Board of Directors

Attest:

Michelle Stephens, Asst. Secretary

CITY OF YREKA, CALIFORNIA

By: _____
Steven W. Baker, City Manager

Attest:

Elizabeth E. Casson
City Clerk

1

**JOINT EXERCISE OF POWERS AGREEMENT
CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY**

THIS AGREEMENT (the "Joint Exercise of Powers Agreement") is dated as of June 1, 2006, by and among the City of Selma, California ("Selma"), the City of Lancaster, California ("Lancaster"), and the City of Eureka, California ("Eureka") each duly organized and existing under the laws of the State of California ("State") and such other local agencies within the State as may hereafter become signatories hereto.

WITNESSETH:

WHEREAS, the Joint Exercise of Powers Act (the "Act"), Article 1 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the Government Code of the State, authorizes public agencies by agreement to jointly exercise any powers common to each of them; and

WHEREAS, each of the parties hereto are authorized by law to exercise broad governmental functions and authority to accomplish their respective purposes, including, but not limited to, the right to issue bonds and expend the proceeds thereof and the right to acquire, sell, develop, lease or administer property; and

WHEREAS, by this Agreement, the parties hereto desire to create and establish the "California Enterprise Development Authority" (the "Authority") for the purposes set forth herein and to exercise the powers described herein; and

WHEREAS, each of the parties hereto are authorized by law to exercise broad governmental functions, including, but not limited to, stimulating or expanding local economies, promoting opportunities for the creation or retention of employment and stimulating economic activity and increasing the tax base, and each of the parties hereto possess the authority to accomplish those functions by means of issuing bonds or refunding bonds, entering into loan agreements, indentures, lease agreements, installment purchase agreements, installment sale agreements and trust agreements, making grants and loans, providing other financial assistance or in any other manner deemed appropriate by the governmental entity; and

WHEREAS, each of the parties hereto also desires to assist nonprofit public benefit corporations located within their respective jurisdictions to undertake and complete projects that will provide public benefits to the communities; and

WHEREAS, each Member desires to join together with the other Members for the purpose of assisting the Members and for-profit and nonprofit organizations in obtaining tax-exempt financing for appropriate projects and purposes;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, Selma, Lancaster and Eureka do hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the words and terms defined in this Article I shall, for the purpose hereof, have the meanings herein specified.

“Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code.

“Agreement” means this Joint Exercise of Powers Agreement.

“Associate Member” shall mean any Local Agency that shall have duly executed this Agreement and executed and delivered to the Authority an Associate Membership Agreement in the form and as further provided in the Bylaws of the Authority.

“Authority” means the California Enterprise Development Authority established pursuant to Section 2.2 of this Agreement.

“Board” means the Board of Directors of the Authority referred to in Section 2.3, which shall be the governing body of the Authority.

“Bonds” means the revenue obligations, inclusive of principal (premium, if any) and interest authorized to be issued by the Authority, including a single bond, a promissory note or notes, including bond anticipation notes, lease agreement, installment purchase agreement, certificates of participation or any other instrument evidencing an indebtedness or obligation.

“CALED” means the California Association for Local Economic Development.

“Chairman” means the Chairman elected pursuant to Section 3.1.

“Director” means each member of the Board.

“Eureka” means the City of Eureka, a charter city and municipal corporation formed and existing pursuant to the Constitution and laws of the State.

“Executive Director” means the Executive Director of the Authority appointed pursuant to Section 3.1.

“Facilities” means real and personal property that may be financed or refinanced pursuant to the Act, including but not limited to, land, buildings, improvements, facilities and equipment.

“Fiscal Year” means the period from July 1st to and including the following June 30th.

“Lancaster” means the City of Lancaster, a municipal corporation formed and existing pursuant to the Constitution and laws of the State.

“Legislative Body” means the governing body of a Member.

“Local Agency” means a Member or an agency or subdivision of that Member sponsoring a Project or any other city, county, city and county or redevelopment agency of the State.

“Members” means, collectively, Voting Members and Associate Members.

“Project” means the acquisition, construction and installation of Facilities by the issuance of Bonds.

“Revenues” means all income and receipts of the Authority from a bond purchase agreement, bonds acquired by the authority, loans, installment sale agreements, and other revenue producing agreements entered into by the Authority, projects financed by the Authority, grants and other sources of income, and all interest or other income from any investment of any money in any fund or account established for the payment of principal or interest or premiums on Bonds.

“Secretary” means the Secretary of the Authority appointed pursuant to Section 3.1.

“Selma” means the City of Selma, a municipal corporation formed and existing pursuant to the Constitution and laws of the State.

“State” means the State of California.

“Treasurer” means the Treasurer of the Authority appointed pursuant to Section 3.2.

“Vice-Chairman” means the Vice-Chairman elected pursuant to Section 3.1.

“Voting Members” means Selma, Lancaster and Eureka or each individually or other Local Agencies that may be added pursuant to the terms of this Agreement.

ARTICLE II

GENERAL PROVISIONS

Section 2.1. Purpose. This Agreement is made pursuant to the Act providing for the joint exercise of powers common to the Members and for other purposes as permitted under the Act and as agreed by one or more of the parties hereto. The primary purpose of this Agreement is to assist the Members and for-profit and nonprofit organizations located within the jurisdictions of the Members in financing industrial and commercial development projects and other public purpose projects. Additional purposes of this Agreement are assisting Members undertake any and all other projects permitted by the Act.

Section 2.2. Creation of Authority. Pursuant to the Act, there is hereby created a public entity to be known as the “California Enterprise Development Authority.” The Authority shall be a public entity separate and apart from the Members. The Members hereby designate CALED, a California nonprofit corporation, as the administrator and executor of this Agreement, and retain for themselves the power to approve amendments to this Agreement as specified in Section 8.5, hereof.

Section 2.3. Board of Directors. The Authority shall be administered by a board of directors. The Members, by execution of this Agreement, designate the Executive Committee of the Board of Directors of CALED and the President of CALED as the initial Board of Directors of the Authority. This designation of the Board of Directors shall remain unchanged, unless and until such composition is changed by a unanimous vote of the Voting Members. The Board shall be called the "Board of Directors of the California Enterprise Development Authority." All voting power of the Authority, except as otherwise provided, shall reside in the Board.

Section 2.4. Meetings.

- (a) Meetings of Voting Members. The Authority shall provide for the meeting of its Voting Members; provided, however, that at least one meeting of Voting Members shall be held each year, which may not be waived. The date, hour and place of the holding of meetings shall be fixed by resolution of the Board which shall set one such meeting each year and any other meetings at the written request of any Voting Member, and a copy of such resolution shall be filed with each of the Members. The Legislative Body of each Voting Member shall appoint one of its members to serve as the Voting Member's representative to the Authority (the "Representative"). The Representative may select up to two alternates (the "Alternate"), each of whom are either a member of the Voting Member's Legislative Body or an employee of the Voting Member, to represent the Voting Member. The name of each Alternate must be filed with the Executive Director of the Authority at least 30 days prior to the opening of any regular meeting of the Voting Members and at least 24 hours prior to the opening of any special meeting of the Voting Members to be an effective designation. All voting power of the Voting Members, except as otherwise provided herein, shall reside in the Voting Members.
- (b) Board of Directors Meetings. The Board shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held each year unless otherwise waived by a resolution of the Board. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each Director.
- (c) Special Meetings. Special meetings of the Board, the Voting Members or the Members may be called in accordance with the provisions of Section 54956 of the California Government Code.
- (d) Call, Notice and Conduct of Meetings. All meetings of the Board, Voting Members and Members, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (Section 54950 et seq. of the California Government Code).

Section 2.5. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board and Voting Members and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to each Voting Member.

Section 2.6. Voting.

- (a) At meetings of the Board, each Director shall have one vote;
- (b) At meetings of the Voting Members, each Voting Member shall have one vote; and
- (c) Associate Members are not entitled to vote, except as to amendments of this Agreement, in which instance each Associate Member shall have one vote.

Section 2.7. Quorum; Required Votes; Approvals.

- (a) *Board Meetings*. Three (3) Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Directors present at any meeting at which a quorum is present shall be required to take any action by the Board.
- (b) *Meetings of Voting Members*. Two (2) Voting Members shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. Unless otherwise provided herein, the affirmative votes of at least a majority of the Voting Members present at any meeting at which a quorum is present shall be required to take any action by the Voting Members.

Section 2.8. Bylaws, Rules and Regulations. The Board may adopt, from time to time, bylaws for the Authority and rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

Section 2.9. Withdrawal and Addition of Parties. A Member may withdraw from the Authority upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of a written notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to Exhibit A to this Agreement effective upon such filing. Each Member certifies that the withdrawal of any Member does not affect this Agreement or each Member's intent to contract with the Members then remaining.

Qualifying Local Agencies may be added as parties to this Agreement and become Voting Members upon: (i) adoption of a resolution by the unanimous vote of the Voting Members at any regular or special meeting and (ii) the filing by such Local Agency of an executed counterpart of this Agreement, together with a certified copy of the resolution of the Legislative Body of such Local Agency approving this Agreement and the execution and

delivery hereof. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement and add such Local Agency to Exhibit A hereto as an amendment, effective upon such filing.

Section 2.10. Associate Members. Any Local Agency within the State of California may, with the approval of the Board of Directors, become an Associate Member of the Authority by (i) executing and delivering to the Authority an Associate Membership Agreement in the form of and as further provided in the Bylaws and (ii) the filing by such Local Agency of a certified copy of the resolution of the Legislative Body of such Local Agency approving the Associate Membership Agreement and the execution and delivery thereof. Upon satisfaction of such conditions, the Board shall file such executed counterpart of the Associate Membership Agreement and add such Local Agency to Exhibit A hereto as an amendment, effective upon such filing. An Associate Member shall not be entitled to vote on any matter coming before the Voting Members or the Board, except as otherwise specified herein. However, an Associate Member shall be entitled to participate in all programs and other undertakings of the Authority, including, without limitation, any undertaking to finance or refinance a Project, and any other financing program.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.1. Chairman, Vice Chairman, Secretary and Executive Director. So long as the Board shall be comprised of the Executive Committee of the Board of Directors of CALED and the President of CALED, the President of CALED shall serve as the Chairman of the Board. The Board shall elect a Vice-Chairman from among its members to serve for such term as shall be determined by the Board. The Board shall appoint or employ an Executive Director, Secretary and Treasurer. The Treasurer (who can be the Executive Director or an officer or employee of the Authority) shall serve as treasurer, auditor, and controller of the Authority pursuant to and in compliance with Section 6505.6 of the Act. The officers shall perform the duties normal to said offices. The Chairman shall sign all contracts on behalf of the Authority, unless a resolution of the Board shall provide otherwise, and shall perform such other duties as may be imposed by the Board. The Vice Chairman shall sign contracts and perform all of the Chairman's duties in the absence of the Chairman. The Secretary shall countersign all contracts signed by the Chairman or Vice Chairman on behalf of the Authority, unless a resolution of the Board shall provide otherwise, perform such other duties as may be imposed by the Board and cause a Notice of Joint Powers Agreement to be filed with the Secretary of State of the State within 30 days of the execution of this Agreement by the last signatory thereto pursuant to the Act. The Executive Director shall administer the day to day operations of the Authority.

Section 3.2. Treasurer. The Treasurer shall be the depositary, shall have custody of all of the accounts, funds and money of the Authority from whatever source, shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Act and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. As provided in Sections 6505 and 6505.6 of the Act, the Treasurer shall make arrangements with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Authority in compliance with Section 6505 of the

Act. Pursuant to Section 6505 of the Act, the Board, by unanimous vote on a resolution therefor, may replace the annual audit with an audit covering a two year period.

Section 3.3. Officers in Charge of Records, Funds and Accounts. Pursuant to Section 6505.5 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

Section 3.4. Bonding Persons Having Access to Authority Property. From time to time, the Board may designate persons, in addition to the Secretary and the Treasurer, having charge of, handling or having access to any records, funds of accounts, and may require such persons, including the Secretary and Treasurer, to file official bonds. The Board may designate the respective amounts of the official bonds of the Secretary and the Treasurer and such other persons pursuant to Section 6505.1 of the Act.

Section 3.5. Legal Advisor. The Board shall have the power to appoint the legal advisor of the Authority who shall perform such duties as may be prescribed by the Board.

Section 3.6. Other Employees. The Board shall have the power by resolution to appoint and employ such other employees, consultants and independent contractors as may be necessary for the purposes of this Agreement.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents or employees under this Agreement.

None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by any of the Members, individually or collectively, or by reason of their employment by the Board, to be subject to any of the requirements of the Members.

Section 3.7. Assistant Officers. The Board may by resolution appoint such assistants to act in the place of the Secretary or other officers of the Authority (other than any Director), and may by resolution provide for the appointment of additional officers of the Authority who may or may not be Directors, as the Board shall from time to time deem appropriate.

ARTICLE IV

POWERS

Section 4.1. General Powers. The Authority shall exercise, in the manner herein provided, the powers which are common to each of the Members, or as otherwise permitted under the Act, and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.4. As provided in the Act, the Authority shall be a public

entity separate from the Members, and the debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members.

Section 4.2. Power to Issue Revenue Bonds. The Authority shall have all of the powers provided in the Act, including but not limited to the power to issue Bonds.

Section 4.3. Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

- (a) To acquire property by purchase, exchange, gift, lease, contract, or otherwise, except by eminent domain. The power to acquire real property shall not be exercised for other than Authority use except pursuant to project agreement or indenture;
- (b) To maintain property;
- (c) To dispose of property by lease, sale, exchange, donation, release, relinquishment, or otherwise;
- (d) With respect to property, to: (1) charge and collect rent under any lease; (2) sell at public or private sale, with or without public notice; (3) sell at a discount or below appraised value or for a nominal consideration, only; (4) sell on an installment payment or a conditional sales basis; (5) convey, or provide for the transfer of, property without further act of the authority, upon exercise of an option; (6) sell at a fixed or formula price, and receive for any such sale the note or notes of a company and mortgages, deeds of trust, or other security agreements respecting such property;
- (e) To acquire and hold property, including funds, project agreements and other obligations of any kind, and pledge, encumber or assign the same, or the revenues therefrom or any portion of such revenues, or other rights, whether then owned or possessed, or thereafter acquired, for the benefit of the bondholders, and as security or additional security for any bonds or the performance of obligations under an indenture;
- (f) To acquire insurance against any liability or loss in connection with property, in such amounts as the Authority deems desirable;
- (g) To provide for the advance of bond proceeds and other funds pursuant to project agreements as necessary to pay or reimburse for project costs;
- (h) To exercise all rights and to perform all obligations of the Authority under the project agreements and indenture, including the right, upon any event of default by or the failure to comply with any of the obligations thereof by the lessee, purchaser, or other company thereunder, to dispose of all or part of the property to the extent authorized by the project agreements or indenture;

- (i) To borrow money and issue its bonds for the purpose of paying all or any part of the costs of a project, and for any other authorized purpose, as provided in this title;
- (j) To refund outstanding bonds of the Authority without regard to the purposes of this title when the board determines that such refunding will be of benefit to a company or holders of such bonds, subject to the provisions of the proceedings;
- (k) To invest, deposit, and reinvest funds under the control of the Authority and bond proceeds in the types of securities or obligations authorized, pending application thereof to the purposes authorized by, subject to the provisions of, the proceedings;
- (l) To expressly waive any immunity of the political subdivisions of the State provided by the Constitution or laws of the United States of America to taxation by the United States of interest on bonds issued by an authority, in obtaining federal benefits;
- (m) To fund administration expenses (1) by the establishment and collection of reasonable fees in amounts as may be determined by the Board, (2) by the acceptance of funds and other aid from a Member and from other governmental sources authorized to provide such funds or aid, (3) by the acceptance of contributions from business, trade, labor, community, and other associations, and (4) by other authorized means;
- (n) To contract and pay compensation for professional, financial, and other services; and
- (o) to exercise any and all additional powers as may be provided in the Act.

Section 4.4. Restrictions on Exercise of Powers. The powers of the Authority shall be exercised in the manner provided in the Act and shall be subject (in accordance with Section 6509 of the Act) to the restrictions upon the manner of exercising such powers that are imposed upon any Member in the exercise of similar powers.

ARTICLE V

METHODS OF PROCEDURE; CREDIT TO MEMBERS

Section 5.1. Assumption of Responsibilities by the Authority. As soon as practicable after the date of execution of this Agreement, the Directors shall hold the organizational meeting of the Board. At said meeting the Board shall provide for its regular meetings as required by Section 2.4.

Section 5.2. Credit to Members. All accounts or funds created and established pursuant to any instrument or agreement to which the Authority is a party, and any interest

earned or accrued thereon, shall inure to the benefit of the Members in the respective proportions for which such funds or accounts were created.

ARTICLE VI

CONTRIBUTION; ACCOUNTS AND REPORTS; FUNDS

Section 6.1. Contributions. The Voting Members may in the appropriate circumstance, when required hereunder: (a) make contributions from their treasuries for the purposes set forth herein, (b) make payments of public funds to defray the cost of such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as provided herein, or (d) use its personnel, equipment or property in lieu of other contributions or advances. The provisions of Sections 6512 and 6512.1 of the Act are hereby incorporated into this Agreement by reference.

Section 6.2. Accounts and Reports. To the extent not covered by the duties assigned to a trustee chosen by the Authority, the Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust indenture or trust agreement entered into with respect to the proceeds of any Bonds issued by the Authority. The books and records of the Authority in the hands of a trustee or the Treasurer shall be open to inspection at all reasonable times by representatives of the Members. The Treasurer, within 180 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Members to the extent such activities are not covered by the report of such trustee. The trustee appointed under any trust indenture or trust agreement shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust indenture or trust agreement. Said trustee may be given such duties in said trust indenture or trust agreement as may be desirable to carry out this Agreement.

Section 6.3. Funds. Subject to the applicable provisions of any instruments or agreement which the Authority may enter into, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have custody of and disburse Authority funds as nearly as possible in accordance with generally accepted accounting practices, and shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 6.4. Annual Budget and Administrative Expenses and Surplus Revenues. The Board shall adopt a budget for administrative expenses, which shall include all expenses not included in any financing issue of the Authority, annually prior to July 1st of each year. Any moneys held by the Authority and not required for the payment of administrative expenses of the Authority or other activities authorized under this Agreement shall be deemed surplus and may be allocated as directed by the Board for economic development purposes.

ARTICLE VII

TERM

Section 7.1. Term. This Agreement shall become effective, and the Authority shall come into existence, on the date hereof, and this Agreement and the Authority shall thereafter continue in full force and effect so long as any Bonds remain outstanding.

Section 7.2. Disposition of Assets. Upon termination of this Agreement, all property of the Authority, both real and personal, shall be divided among the Voting Members in such manner as shall be agreed upon by the Voting Members.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Notices. Notices hereunder shall be in writing and shall be sufficient if delivered to:

City of Selma
1710 Tucker Street
Selma, California 93662
Attention: City Clerk

City of Lancaster
44933 North Fern Avenue
Lancaster, California 93534
Attention: City Clerk

City of Eureka
531 K Street
Eureka, California 95501
Attention: City Clerk

Section 8.2. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 8.3. Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 8.4. Law Governing. This Agreement is made in the State under the constitution and laws of the State, and is to be so construed.

Section 8.5. Amendments.

(a) This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of Bonds issued by the Authority or certificates of participation in payments to be made by the Authority or a Member or by applicable regulations or laws of any jurisdiction having authority, by the procedure set forth in paragraph (b), below. Appendix A to the Agreement may be amended to correctly list current Members without separate action by the Members or the Board.

(b) Except as otherwise provided herein, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (i) the Authority shall provide each Member with a notice at least sixty days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (ii) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty days prior to the date such proposed amendment is to become effective; and (iii) if no Member objects to the proposed amendment in writing within sixty days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 8.6. Enforcement by Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including, but not limited to, injunction and specific performance, necessary or permitted by law to enforce this Agreement.

Section 8.7. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 8.8. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. No Member may assign any right or obligation hereunder without the written consent of all of the others.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the following pages as of the day and year set below the name of each of the parties.

[SIGNATURE PAGES TO FOLLOW]

CITY OF SELMA

By 
D-B Heusser
City Manager

Attest:


Melanie A. Carter
City Clerk

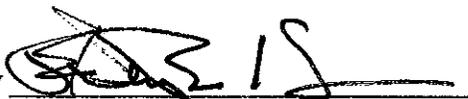
APPROVED AS TO FORM

By 
Richard H. Hargrove
City Attorney

Dated: 5/1/06

SIGNATURE PAGE OF
CITY OF SELMA
TO JOINT EXERCISE OF POWERS AGREEMENT

CITY OF LANCASTER

By 
Henry W. Hearn
Mayor

Attest:


Geri K. Bryan
City Clerk

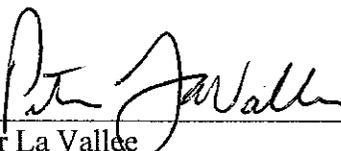
APPROVED AS TO FORM

By 
David R. McEwen
City Attorney

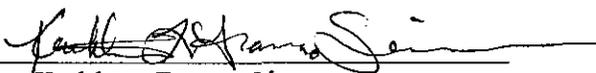
Dated: 5/23/06

SIGNATURE PAGE OF
CITY OF LANCASTER
TO JOINT EXERCISE OF POWERS AGREEMENT

CITY OF EUREKA

By 
Peter La Vallee
Mayor

Attest:


Kathleen Franco Simmons
City Clerk

APPROVED AS TO FORM

By 
David Tranberg
City Attorney

Dated: May 2, 2006

SIGNATURE PAGE OF
CITY OF EUREKA
TO JOINT EXERCISE OF POWERS AGREEMENT

EXHIBIT A

MEMBERS OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY

(as of 3/4/2008)

Voting Members

City of Selma
City of Lancaster
City of Eureka

Associate Members

City of Upland
County of Stanislaus
County of Sacramento
City of Pittsburg
County of Sonoma
County of Yolo
County of Riverside
City of Fairfield
City of Duarte
City of Montebello
County of San Bernardino
City of King City
City of Long Beach
County of Madera
City of Greenfield
City of Milpitas

EXHIBIT A

CEDA Resolution of Intention

RESOLUTION OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY DECLARING INTENTION TO FINANCE INSTALLATION OF DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY EFFICIENCY, SEISMIC RETROFITS, ELECTRIC VEHICLE CHARGING INFRASTRUCTURE, AND WATER EFFICIENCY IMPROVEMENTS IN THE CITY OF YREKA.

WHEREAS, the California Enterprise Development Authority (“CEDA”) is a joint powers authority authorized and existing pursuant to Joint Powers Act (Government Code Section 6500 et seq.) and that certain Joint Exercise of Powers Agreement (the “Agreement”) dated as of June 1, 2006, by and among the cities of Eureka, Lancaster and Selma; and

WHEREAS, CEDA is authorized under the Agreement and Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California and in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (“Chapter 29”) to authorize assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, seismic retrofits, electric vehicle charging infrastructure, and water efficiency improvements that are permanently fixed to real property (“Authorized Improvements”); and

WHEREAS, CEDA has obtained authorization from the City of Yreka (the “City”) to enter into contractual assessments for the financing of the installation of Authorized Improvements in the City; and

WHEREAS, CEDA desires to declare its intention to establish a Figtree PACE program (“Figtree PACE”) in the City, pursuant to which CEDA, subject to certain conditions set forth herein, would enter into contractual assessments to finance the installation of Authorized Improvements in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1. Findings. The Board of Directors hereby finds and determines the following:

- (a) The above recitals are true and correct and are incorporated herein by this reference.
- (b) Energy and water conservation efforts, including the promotion of Authorized Improvements to residential, commercial, industrial, or other real property, are necessary to address the issue of global climate change and the reduction of greenhouse gas emissions in the City.

- (c) The upfront cost of making residential, commercial, industrial, or other real property more energy and water efficient, along with the fact that most commercial loans for that purpose are due on the sale of the property, prevents many property owners from installing Authorized Improvements.
- (d) A public purpose will be served by establishing a contractual assessment program, to be known as Figtree PACE, pursuant to which CEDA will finance the installation of Authorized Improvements to residential, commercial, industrial, or other real property in the City.

Section 2. Determination of Public Interest. The Board of Directors hereby determines that (a) it would be convenient, advantageous, and in the public interest to designate an area, which shall encompass the entire geographic territory within the boundaries of the City, within which CEDA and property owners within the City may enter into contractual assessments to finance the installation of Authorized Improvements pursuant to Chapter 29 and (b) it is in the public interest for CEDA to finance the installation of Authorized Improvements in the County pursuant to Chapter 29.

Section 3. Identification of Authorized Improvements. CEDA hereby declares its intention to make contractual assessment financing available to property owners to finance installation of Authorized Improvements, including but not limited to those improvements detailed in the Report described in Section 8 hereof (the “Report”), as that Report may be amended from time to time.

Section 4. Identification of Boundaries. Contractual assessments may be entered into by property owners located within the entire geographic territory of the City including unincorporated territory within City Boundaries. A property owner located within a City within the City may enter into contractual assessments with CEDA only after such City has adopted a resolution to authorize participation in the PACE Program.

Section 5. Proposed Financing Arrangements. Under Chapter 29, CEDA may issue bonds, notes or other forms of indebtedness (the “Bonds”) pursuant to Chapter 29 that are payable by contractual assessments. Division 10 (commencing with Section 8500) of the Streets & Highways Code of the State (the “Improvement Bond Act of 1915”) shall apply to any indebtedness issued pursuant to Chapter 29, insofar as the Improvement Bond Act of 1915 is not in conflict with Chapter 29. The creditworthiness of a property owner to participate in the financing of Authorized Improvements will be based on the criteria developed by Figtree Energy Financing (the “Program Administrator”) upon consultation with Figtree PACE Program underwriters or other financial representatives, CEDA general counsel and bond counsel, and as shall be approved by the Board of Directors of CEDA. In connection with indebtedness issued under the Improvement Bond Act of 1915 that are payable from contractual assessments, serial and/or term improvement bonds or other indebtedness shall be issued in such series and shall mature in such principal amounts and at such times (not to exceed 20 years from the second day of September next following their date) and at such rate or rates of interest (not to exceed the maximum rate permitted by applicable law) as shall be determined by the Board of Directors at

the time of the issuance and sale of the indebtedness. The provisions of Part 11.1 of the Improvement Bond Act of 1915 shall apply to the calling of the bonds. It is the intention of the Board of Directors to create a special reserve fund for the bonds under Part 16 of the Improvement Bond Act of 1915. Neither CEDA, nor any of its members participating in the Figtree PACE Program, shall advance available surplus funds from its treasury to cure any deficiency in the redemption fund to be created with respect to the indebtedness; provided, however, that this determination shall not prevent CEDA or any of its members from, in their sole discretion, so advancing funds. The Bonds may be refunded under Division 11.5 of the California Streets and Highways Code or other applicable laws permitting refunding, upon the conditions specified by and upon determination of CEDA.

CEDA hereby authorizes the Program Administrator, upon consultation with CEDA general counsel, bond counsel and the Figtree PACE underwriter, to commence preparation of documents and take necessary steps to prepare for the issuance of bonds, notes or other forms of indebtedness as authorized by Chapter 29.

In connection with the issuance of bonds payable from contractual assessments, CEDA expects to obligate itself, through a covenant with the owners of the bonds, to exercise its foreclosure rights with respect to delinquent contractual assessment installments under specified circumstances.

Section 6. Public Hearing. Pursuant to the Act, CEDA hereby orders that a public hearing be held before CEDA Board (the "Board"), at 550 Bercut Drive, Suite G, Sacramento, CA 95811, on _____, _____, at _____ A., for the purposes of allowing interested persons to object to, or inquire about, the proposed Figtree PACE Program. The public hearing may be continued from time to time as determined by the Board for a time not exceeding a total of 180 days.

At the time of the hearing, the Report described in Section 8 hereof shall be summarized, and the Board shall afford all persons who are present an opportunity to comment upon, object to, or present evidence with regard to the proposed Figtree PACE Program, the extent of the area proposed to be included within the boundaries of the assessment district, the terms and conditions of the draft assessment contract described in Section 8 hereof (the "Contract"), or the proposed financing provisions. Following the public hearing, CEDA may adopt a resolution confirming the Report (the "Resolution Confirming Report") or may direct the Report's modification in any respect, or may abandon the proceedings.

The Board hereby orders the publication of a notice of public hearing once a week for two successive weeks. Two publications in a newspaper published once a week or more often, with at least five days intervening between the respective publication dates not counting such publication dates are sufficient. The period of notice will commence upon the first day of publication and terminate at the end of the fourteenth day. The first publication shall occur not later than 20 days before the date of the public hearing.

Section 7. Notice to Water and Electric Providers. Pursuant to Section 5898.24 of the Streets & Highways Code, written notice of the proposed contractual assessment program within the City to all water and electric providers within the boundaries of the City has been provided.

Section 8. Report. The Board hereby directs the Program Administrator to prepare the Report and file said Report with the Board at or before the time of the public hearing described in Section 6 hereof containing all of the following:

- (a) A map showing the boundaries of the territory within which contractual assessments are proposed to be offered, as set forth in Section 4 hereof.
- (b) A draft contractual assessment contract (the "Contract") specifying the terms and conditions of the agreement between CEDA and a property owner.
- (c) A statement of CEDA's policies concerning contractual assessments including all of the following:
 - (1) Identification of types of Authorized Improvements that may be financed through the use of contractual assessments.
 - (2) Identification of the CEDA official authorized to enter into contractual assessments on behalf of CEDA.
 - (3) A maximum aggregate dollar amount of contractual assessments.
 - (4) A method for setting requests from property owners for financing through contractual assessments in priority order in the event that requests appear likely to exceed the authorization amount.
- (d) A plan for raising a capital amount required to pay for work performed in connection with contractual assessments. The plan may include the sale of a bond or bonds or other financing relationship pursuant to Section 5898.28 of Chapter 29. The plan (i) shall include a statement of, or method for determining, the interest rate and time period during which contracting property owners would pay any assessment, (ii) shall provide for any reserve fund or funds, and (iii) shall provide for the apportionment of all or any portion of the costs incidental to financing, administration and collection of the contractual assessment program among the consenting property owners and CEDA.

A report on the results of the discussions with the County Auditor-Controller described in Section 10 hereof, concerning the additional fees, if any, that will be charged to CEDA for inclusion of the proposed contractual assessments on the general property tax roll of the City, and a plan for financing the payment of those fees.

Section 9. Nature of Assessments. Assessments levied pursuant to Chapter 29, and the interest and any penalties thereon, will constitute a lien against the lots and parcels of land on which they are made, until they are paid. Unless otherwise directed by CEDA, the assessments shall be collected in the same manner and at the same time as the general taxes of the City on real property are payable, and subject to the same penalties and remedies and lien priorities in the event of delinquency and default.

Section 10. Consultations with County Auditor-Controller. CEDA hereby directs the Program Administrator to enter into discussions with the County Auditor-Controller in order to reach agreement on what additional fees, if any, will be charged to CEDA for incorporating the proposed contractual assessments into the assessments of the general taxes of the County on real property.

Section 11. Preparation of Current Roll of Assessment. Pursuant to Section 5898.24(c), CEDA hereby designates the Program Administrator as the responsible party for annually preparing the current roll of assessment obligations by assessor's parcel number on property subject to a voluntary contractual assessment.

Section 12. Procedures for Responding to Inquiries. The Program Administrator shall establish procedures to promptly respond to inquiries concerning current and future estimated liability for a voluntary contractual assessment.

Section 13. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 201_.

CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY

By: _____
Gurbax Sahota, Chair

ATTEST:

Michelle Stephens, Assistant Secretary

EXHIBIT B
Indemnification Agreement

**INDEMNIFICATION AGREEMENT BY AND BETWEEN
THE CITY OF YREKA, CALIFORNIA, AND
FIGTREE COMPANY, INC.**

This Indemnification Agreement (the “Agreement”) is entered into by and between the City of Yreka, a municipal corporation or political subdivision, duly organized and existing under the laws of the State of California (the “City”) and Figtree Company, Inc., a California corporation, the administrator of the Figtree Property Assessed Clean Energy and Job Creation Program (the “Administrator”), which is a program of the California Enterprise Development Authority, a California joint exercise of powers authority (the “Authority”).

RECITALS

WHEREAS, the Authority is a joint exercise of powers authority whose members include the City in addition to other cities and counties in the State of California; and

WHEREAS, the Authority established the Figtree Property Assessed Clean Energy and Job Creation Program (the “Figtree PACE Program”) to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently affixed to real property through the levy of assessments voluntarily agreed to by the participating property owners pursuant to Chapter 29 of Division 7 of the Streets and Highways Code (“Chapter 29”) and the issuance of improvement bonds, or other forms of indebtedness, under the Improvement Bond Act of 1915 upon the security of the unpaid assessments; and

WHEREAS, the Authority has conducted or will conduct proceedings required by Chapter 29 with respect to the territory within the boundaries of the City; and

WHEREAS, the legislative body of the City adopted or will adopt a resolution authorizing the City to join the Figtree PACE Program; and

WHEREAS, the City will not be responsible for the formation, operation and administration of the Figtree PACE Program as well as the sale and issuance of any bonds or other forms of indebtedness in connection therewith, including the conducting of assessment proceedings, the levy and collection of assessments and any remedial action in the case of such assessment payments, and the offer, sale and administration of any bonds issued by the Authority on behalf of the Figtree PACE Program; and

WHEREAS, the Administrator is the administrator of the Figtree PACE Program and agrees to indemnify the City in connection with the operations of the Figtree PACE Program as set forth herein;

NOW, THEREFORE, in consideration of the above premises and of the City’s agreement to join the Figtree PACE Program, the parties agree as follows:

1 . Indemnification. Figtree has provided the CEDA with an indemnification for negligence or malfeasance of any type as a result of the acts or omissions of Figtree, its officers, employees, subcontractors and agents, arising from or related to the Figtree PACE Program, the assessments, the assessment districts, the improvements or the financing and marketing thereof. Figtree agrees to defend, indemnify and hold harmless the City, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury or damage due to negligence or malfeasance of any type claims as a result of the acts or omissions of Figtree, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Figtree.

2. Amendment/Interpretation of this Agreement. This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

3. Section Headings. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

4. Waiver. No waiver of any of the provisions of this Agreement shall be binding unless in the form of writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

5. Severability and Governing Law. If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

6. Notices. All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to the Administrator:

Figtree Company, Inc.
9915 Mira Mesa Blvd., Suite 130
San Diego, California 92131
Attn: Chief Executive Officer

If to the City:

City of Yreka
Attn: Steven W. Baker, City Manager
701 Fourth St.
Yreka, CA 96097

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

8. **Effective Date.** This Agreement will be effective as of the date of the signature of City’s representative as indicated below in the signature block.

IN WITNESS HEREOF, the parties hereto duly executed this Agreement as of the date below.

City of Yreka

By _____

Name: Steven W. Baker

Title: City Manager

Date: _____

Figtree Company, Inc., a California corp.

By _____

Name: Mahesh Shah

Title: CEO

Date: _____

4825-8409-6773.1

RESOLUTION NO. 2016-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO ("SB 555 PACE PROGRAM RESOLUTION")

WHEREAS, the California Home Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-1 (Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and

WHEREAS, the City of Yreka is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act and the Authority JPA, originally made and entered into July 1, 1993, as amended to date; and

WHEREAS, the City desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit “A” hereto, so that the City may participate in the programs of the JPA and assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YREKA AS FOLLOWS:

SECTION 1. This City Council of the City of Yreka, California, finds and declares that properties in the City’s incorporated area may be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.

SECTION 2. This City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

SECTION 3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.

SECTION 4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by the City Manager of any necessary documents to effectuate such membership.

SECTION 5. City staff is authorized to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City.

SECTION 6. The Mayor shall sign this Resolution and the City Clerk shall attest thereto, and this Resolution shall take effect and be in force on the date of its adoption.

PASSED, APPROVED AND ADOPTED on this 6th day of October, 2016.

John Mercier
Mayor of the City of Yreka, California

ATTEST:

Elizabeth E. Casson
City Clerk of the City of Yreka, California

CERTIFICATION

I, Elizabeth E. Casson, City Clerk of the City of Yreka, California, do hereby certify that the foregoing resolution was regularly introduced and adopted by the City Council of the City of Yreka, California, at a regular meeting thereof held on the 6th day of October, 2016, by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Yreka, California, this 6th day of October, 2016.

Elizabeth E. Casson
City Clerk of the City of Yreka, California

EXHIBIT "A"
JPA AGREEMENT

SEE ATTACHED:

**"AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
(ORIGINAL DATE JULY 1, 1993 AND AS AMENDED AND RESTATED DECEMBER 10, 2014)"**

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

ACKNOWLEDGING RECEIPT OF THE CALIFORNIA HOME FINANCE AUTHORITY
AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

CITY OF YREKA

By: _____
Steven W. Baker, City Manager

Dated: _____

Attest:

By _____
Elizabeth E. Casson, City Clerk

RESOLUTION NO. 2016-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY AB 811 PACE PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE ("AB 811 PACE PROGRAM RESOLUTION")

WHEREAS, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Yreka (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program could promote the purposes cited above; and

WHEREAS, the City wishes to allow its property owners to participate in the Authority PACE program, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act and the Authority JPA, originally made and entered into July 1, 1993, as amended to date; and

WHEREAS, the City has, through the adoption of a companion resolution at this meeting, become an Associate Member of the JPA so that the City may participate in the programs of the JPA and assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YREKA AS FOLLOWS:

SECTION 1. This City Council finds and declares that properties in the City's incorporated area may be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.

SECTION 2. This City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

SECTION 3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

SECTION 5. City staff is authorized to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City.

SECTION 6. The Mayor shall sign this Resolution and the City Clerk shall attest thereto, and this Resolution shall take effect and be in force on the date of its adoption.

PASSED, APPROVED AND ADOPTED on this 6th day of October, 2016.

John Mercier
Mayor of the City of Yreka, California

ATTEST:

Elizabeth E. Casson
City Clerk of the City of Yreka, California

CERTIFICATION

I, Elizabeth Casson, City Clerk of the City of Yreka, California, do hereby certify that the foregoing resolution was regularly introduced and adopted by the City Council of the City of Yreka, California, at a regular meeting thereof held on the 6th day of October, 2016, by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Yreka, California, this 6th day of October, 2016.

Elizabeth E. Casson
City Clerk of the City of Yreka, California



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

TO: Yreka City Council
PREPARED BY: Rhetta Hogan 
AGENDA TITLE: Conduct Public Hearing and Adopt a Resolution of the City Council of the City of Yreka approving the Development Impact Fee Reports and Updating the City's Capital Improvement Plan and Development Impact Fee Program
MEETING DATE: Thursday, October 6, 2016

Annual Development Impact Fee Review:

On November 16, 2006, the City Council adopted Ordinance 790 establishing and implementing development impact fees (DIFs) and made it a part of Title 11, Chapter 11.23. This Ordinance was amended twice, by Ordinance 795, and Ordinance 799 for technical amendments and re-titling it Municipal Utility Services, Impact and Connection Fees. Section 11.23.170 of Chapter 11.23 provides for an annual review of the capital improvement plan and an accounting of DIFs received and expended. The last report made to the Yreka City Council on November 5, 2015.

Based upon Government Code Section 66006(b), development fees must be reviewed annually and may be adjusted by the City Council after a noticed public hearing. The annual report shall include the following items.

1. A brief description of the type of fee collected;
2. The amount of the fee;
3. The beginning and ending balance of each type of fee held by the City;
4. The amount of fees collected and the interest earned;
5. An identification of each public improvement and the amount expended;
6. An identification of the approximate date by which the construction of the public improvement will be complete;
7. A description of each interfund transfer or loan made; and
8. The amount of refunds made (none reported).

As required by the Government Code, this information must be made available to the public through posting of a draft of this report. Upon the completion of a fifteen day review period, Council will be asked to accept and file the report.

Funds held in reserves, in excess of five or more years are dedicated to specific expenditures contained in the Master Facility Plan and are consistent with the community's goals.

ALTERNATIVES/OPTIONS: This item is presented for review as required by the Government Code to provide information to the public concerning collections and expenditures of Development Impact Fees (AB 1600 Fees). As long as the City maintains these fees, this annual review will be required.

Update of Capital Improvement Plan: Pursuant to the provisions of Government Code Section 66002(b), the capital improvement plan adopted by the City by Resolution 2615 approving the Development Impact Fee Study shall be annually updated at a noticed public hearing. The Capital Improvement Plan, Capital Needs Prioritization was updated in September 2015 by Public Works and is attached hereto as Attachment 4, which is being presented in addition to capital needs identified on the original report.

Discussion:

Council made findings as follows:

1. There is a reasonable relationship between the need for the described public facilities and the impacts of the various types of development, and,
2. there is a reasonable relationship between the fees use and the type of development for which the fee is charged, and
3. the cost estimates set forth in the Master Facilities Plan are reasonable cost estimates for constructing these facilities, and that the fees to be generated by new development will not exceed the total of these costs.

The attached Resolution reaffirms these findings.

- Since the last report submitted to and approved by City Council on November 5, 2015, no other change of circumstance has occurred since the Capital Improvement Plan and Development Impact Fee program were adopted.
- Neither General Plan designations nor growth projections in the City have materially changed in the last year.
- The remainder of the public facilities identified in the Development Impact Fee Report are still required to serve the needs which will be created by new development in the City.
- A relationship between the need for such public facilities, the amount of fees necessary to fund development of such facilities, and the impacts of development for which the fees are charged has remained unchanged from when these programs were adopted.
- There have been duly authorized index adjustments of the cost of the public improvements and the fee amounts made pursuant to YMC Section 11.23.180.
- Gov Code Section 66006(b), which requires the Annual Review report of AB 1600 fees be made within 180 days after the last day of each fiscal year and that it be reviewed by the City Council **at the next regularly scheduled public meeting not less than 15 days** after the information is made available to the public. The update of the capital improvement plan can be by resolution, but must occur at a noticed public hearing (one newspaper publication of the notice 10 days prior to the public hearing.) Gov. Code Section 66002. The update of the capital

improvement plan and approval of the DIF fees report can occur at the same time. Legal notice will be published for public hearing on Friday, September 23, 2016 for the Capital Improvement Plan review update.

Financial:

- Collection of Development Impact Fees provides revenue necessary for the City ultimately to fund the construction of the public improvements contained in the City's adopted Capital Improvement Plan.
- The City Council may review the phased in fee implementation schedule every six months, and the council may, in its discretion, set fees up to the full amounts of the fees as set forth in the City of Yreka Impact Fee Report, which fee modifications, if adopted, shall be effective six months after the order of the city council.
- It is anticipated that interfund loans between fee accounts have been and may be made during the next review period for the purposes of funding the construction of the improvements discussed in this report.
- Discussion and direction to staff topics bring back to the Council at a future meeting several horizon issues related to the rate and collection of DIF Fees.

ATTACHMENTS:

- Attachment 1: Original AB 1600 Development Fee Project Improvements by Impact;
- Attachment 2: Description of AB 1600 Development Fee Types;
- Attachment 3: Schedule of AB 1600 Development Fee Collections and Disbursements;
- Attachment 4: Capital Improvement Plan – Capital Needs Prioritization from Public Works last updated as of September 2016;
- Attachment 5: Resolution Of The City Council Of The City Of Yreka Updating The City's Capital Improvement Plan And Development Impact Fee Program (as shown in Attachment 1 and Attachment 4 referenced above).

Recommendation:

Conduct Public Hearing and Adopt a Resolution of the City Council of the City of Yreka approving the Development Impact Fee Reports and Updating the City's Capital Improvement Plan and Development Impact Fee Program.

Approved by: 

Steven Baker, City Manager

Attachment 1
City of Yreka
Original Schedule of Developer Impact Fee Improvements by Impact

Fee Summary				
	Fee Per Unit/Due	Six Months (25%)	One Year (50%)	After One Year (100%)
4.1 City Buildings	\$792	\$198	\$396	\$792
4.2 Park Facilities	\$1,821	\$455	\$911	\$1,821
4.3 Police Department	\$683	\$171	\$342	\$683
4.4 Fire Department	\$35	\$9	\$17	\$35
4.5 Storm Drainage	\$99	\$25	\$49	\$99
4.6 Street Improvements	\$539	\$135	\$270	\$539
4.7 Wastewater System	\$1,486	\$371	\$743	\$1,486
4.8 Water System	\$5,132	\$1,283	\$2,566	\$5,132
Totals	\$10,587	\$2,647	\$5,294	\$10,587

Table 4.1-1 City Buildings			
Item	Sq. Ft.	\$ per Sq. Ft	Total
Expanded City Offices	2,000	\$200	\$400,000
Expanded Public Works Building	2,000	\$200	\$400,000
Total			\$800,000

Table 4.2-1 Basic Neighborhood Park Average Cost Estimate			
Item	Unit	Unit Cost	Total Cost
Acquisition (1)	5 acres	60000	\$300,000
Right of Way Improvements			
Curb, Gutter, Sidewalk	467 lineal ft.	45	\$21,015
Parking Lane, One Travel Lane --	217,800 square ft.	4	\$871,200
Pave-out			
Landscaping	217,800 square ft.	1	\$217,800
Irrigation	217,800 square ft.	1	\$217,800
Parking Area	15,000 square ft.	4	\$60,000
Restrooms	1 each	150000	\$150,000
Play Equipment	1 each	45000	\$45,000
Ball Field	1 each	25000	\$25,000
Soccer Field	1 each	10000	\$10,000
Benches/Bike Racks	6 each	500	\$3,000
Garbage Cans	6 each	200	\$1,200
Lighting (security)	6 each	1500	\$9,000
Sidewalks/Paths (miscellaneous)	140 lineal ft.	25	\$3,500
Total			\$1,934,515

(1) Acquisition of parcel on West street to "square" out Miner Street Park \$81,114 (prorated to growth)

Attachment 1
continued

Table 4.3-1			
Police Department Needs (in progress 0 see note below)			
Item	Sq. Ft.	\$ per Sq. Ft.	Total
Expanded Police Building + Secure Parking Area	2760	200	\$552,000
Secure outdoor area at \$50 per sq. ft.	2760	50	\$138,000
Total			\$690,000

The City has acquired the building for a new Police Station. Current and future DIF fees collected will be applied to the facility reconstruction completion expected in 2017-18.

Table 4.4-1	
Fire Department Needs	
Item	Total
Fire Services Report	\$35,000
Total	\$35,000

Table 4.5-1	
Intersection Improvements	
Totals	
Traffic Signal SR 3 & SR 263	\$225,000
Traffic Signal Upgrade at SR 3 & Moonlit Oaks	\$90,000
Additional Backhoe (acquired, non DIF funding 2008-09)	\$80,000
Intersection Improvements at Miner and Oregon	\$150,000
Total	\$545,000

Table 4.7-2		
Wastewater System Improvements		
	Ultimate	General Plan Growth
Vacuum Truck (acquired 2009-10)		\$450,000
Office At Plant w/ secure storage		\$400,000
Collection System Upgrades (completed) (PW Project Ref S3 and S4)	\$829,000	\$554,000
Totals	\$829,000	\$954,000

Collection System Upgrades are being financed by a loan from USDA Certificate of Participation 2012, Wastewater System Improvements Project. Over time that portion attributable to developer fees based on actual costs will be paid for debt servicing on the loan over the next 40 years.

Attachment 1
continued

Table 4.8-2	
Water System Improvements	Totals
	<i>General Plan Growth</i>
New Filter Control Panel (USDA COP 2010 completed)	\$75,000
Additional Booster Pump (USDA COP2010 completed)	\$170,000
Stage 1 Water Treatment Plant Booster Pump Station (USDA COP2010)	\$1,100,000
Add Two Filters to Water Treatment Plant (USDA COP2010 completed)	\$600,000
Zone 2 - 2.0 MG Storage Tank (USDA COP 2010 completed)	\$1,660,000
Zone 1 Supply Improvements from Foothill Dr. (USDA COP2010 completed)	\$662,000
Upgrade State Street Pumps (Improvement made 2009-10, not DIF funding)	\$63,000
Replacement Main in Hwy 3 (PW Project Ref D3)	\$560,000
Replacement Main from Deer Creek Way to Main (PW Project Ref D4)	\$144,000
Alternate Water Source Study (PW Project Ref W13)	\$150,000
Totals	\$5,121,000

Most of the improvements listed above are being financed by a loan from USDA Certificate of Participation 2010, Water System Improvements Project. Over time that portion attributable to developer fees based on actual costs will be paid for debt servicing on the loan over the next 40 years, in 2013-14 fees collected were transferred to the debt servicing

SINGLE FAMILY & MULTIPLE FAMILY DWELLING WORKSHEET

City of Yreka Municipal Utility Services, Impact, & Connection Fees

NOTICE: Enacted by Ordinance #792 on November 16, 2006, amended by Ordinance #795 on February 1, 2007, amended by Ordinance #799 on December 6, 2007, and amended by Ordinance #830 on October 4, 2012, pursuant to California Government Code Section 66000.

A. Public Facilities Impact Fee BASE FEE
\$ 1,851.81

1. Single Family- base fee is per dwelling unit
2. Multiple Family-base fee is per dwelling unit.

B. Citywide Streets Impact Fee \$661.01

1. Single Family - base fee per dwelling unit
2. Multiple Family-base fee is per dwelling unit.

C. Park and Recreation Impact Fee \$2,379.33

1. Single Family - base fee per dwelling unit
2. Multiple Family-base fee is per dwelling unit.

D. Storm Drainage Impact Fee \$121.42

1. Single Family - base fee per dwelling unit
2. Multiple Family-base fee is per dwelling unit.

E. Water System Impact Fee * \$6,293.69

Base fee multiplied by household equivalent ratio from chart.

F. Wastewater Collection System Impact Fee * \$1,822.38

Base fee multiplied by household equivalent ratio from chart.

* Water and Wastewater Fees- Multiply the base fee for each premises times the Household Equivalent ratio (from chart below) based on the meter size, or if no meter is installed the water service pipe size.

Household Equivalent Ratio	Domestic Meter Size or Fire Pipe Size
1	5/8"
1	3/4" single-family residential home with approved fire sprinkler system
1	1" single-family residential home with approved fire sprinkler system
1.5	3/4"
2.5	1 inch
5	1.5 inch
8	2 inch
16	3 inch
25	4 inch
50	6 inch
80	8 inch

TOTAL BASE FEE - Single Family Residential with
a 3/4" or 1" water meter size, as required for Fire Suppression \$ 12,983.53

Impact fees are payable prior to issuance of building permit, encroachment permit, mobile home permit & installation of water meter. Customer is subject to water meter device cost if installed by city.

Name of Applicant: _____

Signature: _____

Phased Implementation Effective Dates:

as of July 16, 2007 50% of BASE FEES

Exemptions (See attached YMC 11.23.130)

- a. Alteration/renovation/expansion of residential building where no additional dwelling units are created.
- b. Expansion of commercial/industrial structure which is less than 50% of the square footage of the existing structures.
- c. Accessory building with no extra vehicle trips.
- d. Replacement structure, same size, within 3 years.
- e. Replacement mobile home.
- f. Fees pursuant to an Encroachment Permit will be charged for applicable connections only.

Fee Calculation Worksheet

Property Address: _____

Assessor's Parcel Number: _____

1. List the building size (sq. ft.) or # of units next to the type of proposed structure:

single family residence _____ sq. ft.

multi-family residence _____ units

2. Water Meter Size or if no meter, water service pipe size

3. Fees Due

- A. Public Facilities _____
- B. Streets _____
- C. Park and Recreation _____
- D. Storm Drainage _____
- E. Water * _____
- F. Wastewater * _____
- G. TOTAL PERMIT FEE _____

Divide by 50% = Amount Due

4. Implementation Phase Percentage

Permit Application Date: _____

Percentage 50% of (G) Total

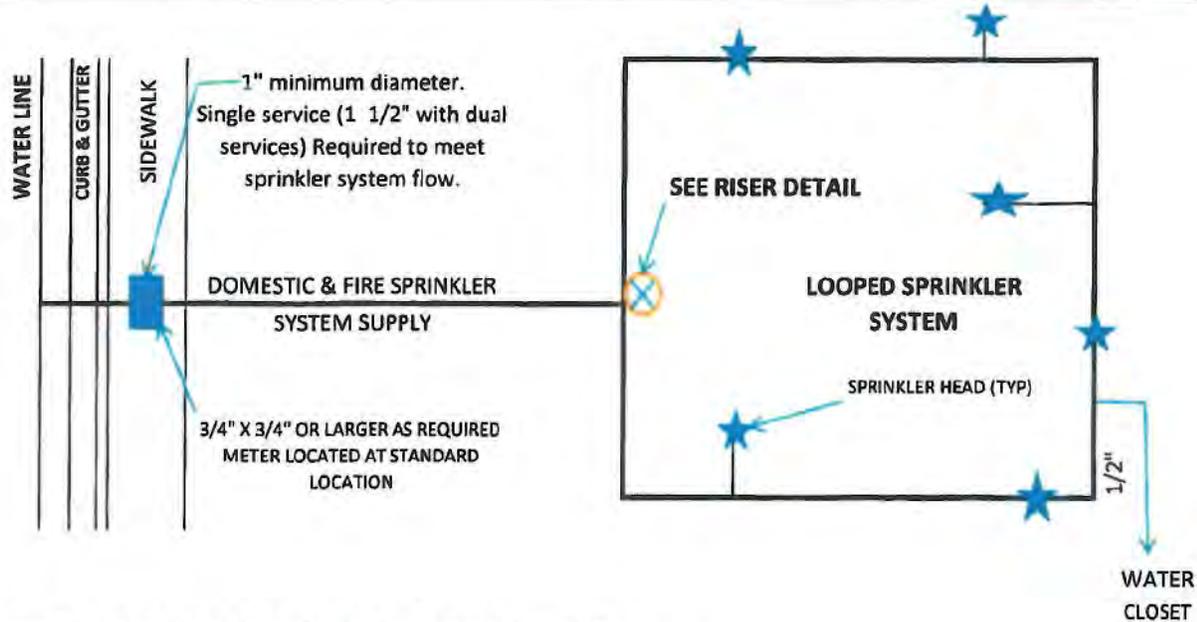
Amount Due _____



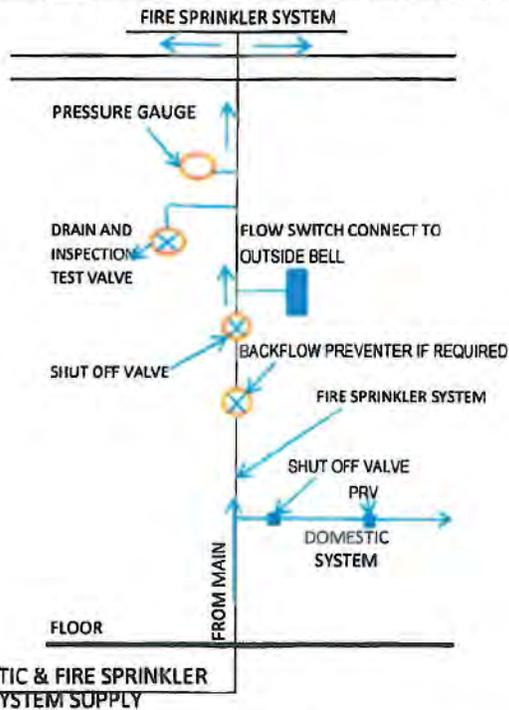
RESIDENTIAL FIRE SPRINKLER CONNECTION



BUILDING DEPARTMENT
701 FOURTH STREET
YREKA, CA 96097
(530) 841-2322
FAX: (530) 842-4838



RESIDENTIAL FIRE SPRINKLER CONNECTION



NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF YREKA CONSTRUCTION STANDARDS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND NFPA 13D.
2. A SEPARATE FIRE SERVICE SHALL BE INSTALLED WHERE THE EXISTING DOMESTIC SERVICE IS SMALLER THAN THE REQUIRED RESIDENTIAL FIRE FLOW.
3. BACK FLOW DEVICES WILL NOT BE REQUIRED FOR A LOOPED SYSTEM CONNECTED TO A WATER CLOSET.
4. METER CHARGE SHALL BE FOR THE SIZE OF METER INSTALLED. SERVICE CONNECTION CHARGES SHALL BE FOR A 3/4" SERVICE, UNLESS RESIDENT REQUIRES FULL 1" DOMESTIC CONNECTION THEN FULL 1" CONNECTION FEE SHALL APPLY.
5. ALL UNDERGROUND AND ABOVEGROUND PIPING SHALL BE PER NFPA 13D AND THE CALIFORNIA PLUMBING CODE.
6. AN AREA OF 12" WIDE ON ALL SIDES OF PIPE TRENCH SHALL BE KEPT FREE OF ALL VEGETATIVE OBSTRUCTIONS.
7. ALL ABOVE GRADE PIPING AND VALVES SHALL BE WRAPPED WITH ADEQUATE INSULATION OR OTHER MEANS OF PROTECTION TO PREVENT FREEZING.
8. ALL FIRE SPRINKLER UNDERGROUND PIPE SHALL BE WRAPPED WITH 2" WIDE DETECTABLE METALIZED WARNING TAPE OR PIPED WITH FIRE SPRINKLER CPVC PIPE.
9. ALL PIPING PASSING THROUGH A SLAB SHALL PASS THROUGH A SLEEVE FOR THE FULL THICKNESS OF THE SLAB. THE SLEEVE SHALL HAVE AN INSIDE DIAMETER OF 1/2" LARGER THAN THE OUTSIDE DIAMETER OF THE SYSTEM PIPE.
10. ANNUAL BACKFLOW PREVENTION DEVICE INSPECTION REQUIRED.

COMMERCIAL, OFFICE/GENERAL & INDUSTRIAL WORKSHEET

City of Yreka Municipal Utility Services, Impact, & Connection Fees

NOTICE: Enacted by Ordinance #792 on November 16, 2006, amended by Ordinance #795 on February 1, 2007, and amended by Ordinance #799 on December 6, 2007, and amended by Ordinance #830 on October 4, 2012, pursuant to California Government Code Section 66000.

A. Public Facilities Impact Fee BASE FEE
\$ **1,851.81**

- 1. Commercial - base fee is per 1,000 sq. ft.
- 2. Office/general-base fee is per 1,000 sq. ft.
- 3. Industrial-base fee is per 1,000 sq. ft.

B. Citywide Streets Impact Fee **\$661.01**

- 1. Commercial - base fee is per 2,500 sq. ft.
- 2. Office/general-base fee is per 2,500 sq. ft.
- 3. Industrial-base fee is per 5,000 sq. ft.

C. Storm Drainage Impact Fee **\$121.42**

- 1. Commercial - base fee is per unit.
- 2. Office/general - base fee is per unit.
- 3. Industrial - base fee is per unit.

D. Water System Impact Fee * **\$6,293.69**

Base fee multiplied by household equivalent ratio from chart.

E. Wastewater Collection System Impact Fee * **\$1,822.38**

Base fee multiplied by household equivalent ratio from chart.

*Water and Wastewater Fees- Multiply the base fee for each premises times the Household Equivalent ratio (from chart below) based on the meter size, or if no meter is installed the water service pipe size.

Household Equivalent Ratio	Water Meter size or If no meter, water service pipe size
1	5/8 inch
1.5	3/4 inch
2.5	1 inch
5	1.5 inch
8	2 inch
16	3 inch
25	4 inch
50	6 inch
80	8 inch

Impact fees are payable prior to issuance of building permit, encroachment permit, mobile home permit, & installation of water meter. Customer is subject to water meter device cost if device is provided by city.

Name of Applicant: _____

Signature: _____

Phased Implementation Effective Dates:

as of July 16, 2007 50% of BASE FEES

Exemptions (See attached YMC 11.23.130)

- a. Alteration/renovation/expansion of residential building where no additional dwelling units are created.
- b. Expansion of commercial/industrial structure which is less than 50% of the square footage of the existing structures.
- c. Accessory building with no extra vehicle trips.
- d. Replacement structure, same size, within 3 years.
- e. Replacement mobile home.
- f. Fees pursuant to an Encroachment Permit will be charged for applicable connections only.

Fee Calculation Worksheet

Property Address: _____

Assessor's Parcel Number: _____

1. List the building size (sq. ft.) or # of units next to the type of proposed structure:

commercial, retail	_____	sf
office, general	_____	sf
industrial	_____	sf

2. Water Meter Size or if no meter, water service pipe size

3. Fees Due

- A. Public Facilities _____
- B. Streets _____
- C. Storm Drainage _____
- D. Water * _____
- E. Wastewater * _____

G. TOTAL PERMIT FEE _____

Divided by 50% = Amount Due

4. Implementation Phase Percentage

Permit Application Date: _____

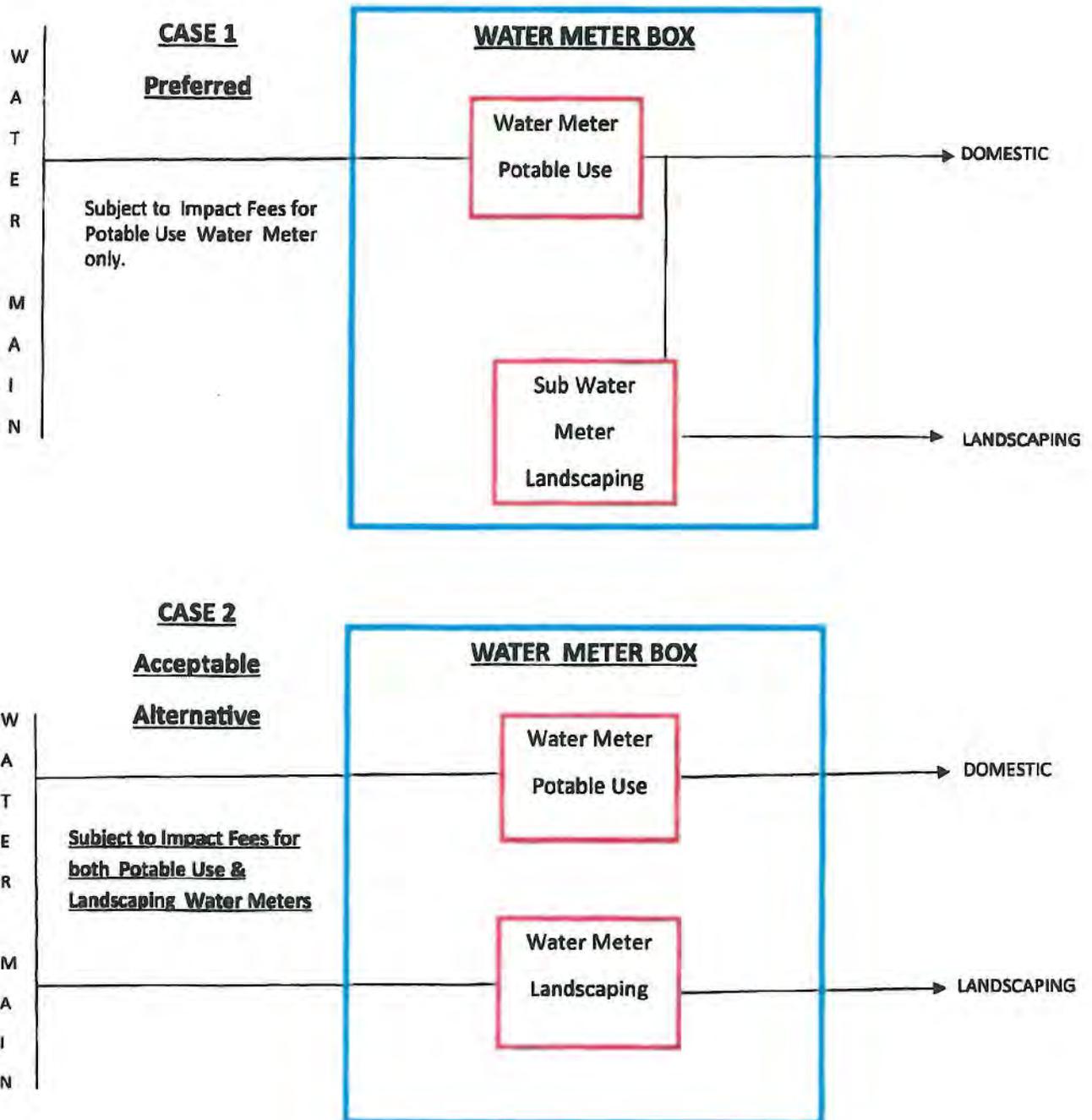
Percentage: 50% OF (G) Total Permit Fee

Amount Due: _____

Energy Efficiency and Conservation

Per 2010 California Green Building Standards Code—Section 5.712.4.2

For building addition or alteration requiring upgraded water service for landscaped areas of at least 1,000 square feet but not more than 5,000 square feet (the level at which Water Code Section 535 applies), separate sub meters or metering devices shall be installed for outdoor potable water use.



Attachment 3
City of Yreka
Utility Services, Impact and Connection Fees
Annual Report

FISCAL YEAR TO DATE 2015-2016

Fee Type	Beginning Balance 7/1/15	Fees Collected	Fees Expended	Interest Allocated	Ending Balance 6/30/16
Public Facilities	211,863.17	1,853.67		1,049.45	214,766.29 ⁽¹⁾
Streets	29,477.02	661.67		-	30,138.69
Storm Drains	1,930.02	121.54		-	2,051.56
Parks and Recreation	-	1,116.61	-	-	1,116.61
Water	(0.00)	7,864.49	7,864.49	-	(0.00) ⁽²⁾
Sewer	(0.00)	1,822.38	1,822.38	-	(0.00) ⁽³⁾
	<u>243,270.21</u>	<u>13,440.36</u>	<u>9,686.87</u>	<u>1,049.45</u>	<u>248,073.15</u>

(1) Contingency reserves for YPD Building Acquisition and Remodel, construction FY 17-18.

(2) Applied to growth related improvements of FC Water Improvement Project (2010 USDA COP).

(3) Applied to growth related improvements of Wastewater Improvement Project (2012 USDA COP).

Attachment 4
 City of Yreka Department of Public Works
 Capital Needs Prioritization - Growth (DIF) and Non-Growth related
 (compiled for DIF purposes 10-22-13, continued through September 2016)

Priority Code	Impr. #	Improvements Done (2007 to 2012) In Budget This FY	Oct. 2013 Estimated Cost (2)	Comments	Proposed Funding Source
1	IW4	Humbug Tank - Recoat interior	\$78,111	Old coating beginning to fail, some pitting observed	
2	IW6	Develop Alternative Water Supply	\$1,666,089	Upgrade well as an emergency supply (if feasible). Cost for Boston Shaft well. Alternative being explored.	
3	STR 1	Overlay with reinforcement fabric, 2-3"	\$7,238,863	1 13.9 miles, PCI 0 to 49	
4	SI	Inflow & Infiltration Reduction Program	\$3,707,203	Reduce .75 MGD of I&I	
5	SD 1	Curb Inlets, Construct/Reconstruct	\$161,931	4 locations	
6	SD 2	Curb & Gutter, Reconstruct	\$218,712	8 locations	
7	STR 2	Chip Seal (double)	\$3,982,955	13.9 miles, PCI 50 to 69	
8	SD 3	Box Culverts, Remove & Replace w/ Larger	\$409,033	6 locations, Humbug Cr	
9	SD 4	Headwall, 36" PVC	\$14,721	N. Gold @ school	
10	S2	Target Area General Improvements	\$3,380,569	Sewer, manholes, & lateral repairs & replacements	
11	D3	16" Main in Hwy 3 - Foothill Dr. to Deer Creek Way	\$624,881	Replace a portion of old steel piping and provide for growth north of Hwy 3 - Priority Depends on Growth	Conn. Fee (dif)
12	D4	14" Main - Deer Creek Way to Main Street	\$160,684	Provide for growth in the northwest portion of service area- Priority depends on Growth	Conn. Fee (dif)
13	STR 3	Chip Seal (single)	\$505,700	9.3 miles, PCI 70 to 90	
14	SD 5	Butte St. Drain	\$100,944	P.O. Flooding	
15	SD 6	Oregon St. Drain	\$113,562	Lawrence to Rose	
16	SD 7	Yama St. Drain	\$314,398	Discovery to Fairchild to Oak	
17	W13	Alt. Water Source Study (additional supply)	\$184,116	Investigate additional sources of new supply	Conn. Fee (dif)
18	W	Zone 3 water distribution improvements	\$2,102,998	Water tank, Barham Pump Station relocation and water pipeline between them. May be project specific.	Conn. Fee (dif)
TOTAL			\$24,965,470		
New Project	WWTP	Waste Water Treatment Plant Improvements	\$7.82 million-\$14.43 million	Phase 2 of WWTP expansion plan (1.4 mgd capacity)	Conn. Fee (dif)
Ongoing Projects		Improvement	Oct 2013 Estimated Annual Cost	Comments	Proposed Funding Source
6 year completion		Steel Water Main Replacement	\$157,725	The Master Water Plan has \$900,000 as a total cost. Based on recent work the cost should be reviewed.	
15 year cycle		Water Meter Replacement	\$84,120	\$1,200,000 total projected cost (based on 15 yr cycle)	

Note 1: Reduced for completion of Oregon St. Miner to Turre Overlay

Note 2: Oct. 2013 Estimated Cost is Dec 2012 Estimated Cost + 0.2%, which is the increase in the ENR Construction Cost Index from Sept. 2012 to Sept. 2013

Attachment 5

RESOLUTION NO. 2016-
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA APPROVING
THE DEVELOPMENT IMPACT FEE REPORT AND UPDATING THE CITY'S
CAPITAL IMPROVEMENT PLAN AND
DEVELOPMENT IMPACT FEE PROGRAM

WHEREAS, on November 16, 2006, the City Council adopted Ordinance No. 790, which implemented the City's Development Impact Fee program, and, which established the level of Development Impact Fees; and

WHEREAS, by Resolution Number 2615, the City Council had previously approved a Capital Improvement Plan for the construction of public facilities in the City as described in the City's Developer Impact Fee Study; and

WHEREAS, Yreka Municipal Code Section 11.23.170 provides for an annual review of the Capital Improvement Plan, and provides for an annual review of both the City's Development Impact Fee Program and the balance of funds currently maintained in the City's various Development Impact Fee accounts; and

WHEREAS, by Ordinance 799 adopted December 6, 2007, the City Council last approved a revision to the level of Development Impact Fees; and

WHEREAS, the documents reflecting the balance in each Development Impact Fee account, the fee, interest, and income and the amount of expenditure by public facility, and the amount of refunds made for the fiscal year have been available for public review as required by law; and

WHEREAS, the city desires to review the annual reports regarding these Development Impact Fees; and

WHEREAS, the description of each such fee, its amount and various information required by Gov. Code 66006(b)(1) is attached to the staff report associated with this Resolution and is hereby incorporated by reference, as required by Gov. Code §66006(b)(1); and

WHEREAS, Gov. Code §66002(b) of the Mitigation Fee Act requires the local agency to update the Capital Improvement Program annually, in order to show the improvements to be funded by the program; and

WHEREAS, pursuant to Gov. Code §§66002(b) and 65090, the Yreka City Council noticed a public hearing regarding the updating of the City of Yreka Capital Improvement Program and approving the Annual Development Impact Fee to be held on October 6, 2016 and all interested persons were heard; and

WHEREAS, the annual reports have been made available to the public at least 15 days prior to the public meeting, and a Notice of Hearing was published at least ten days prior to the

public hearing in a newspaper of general circulation; and

WHEREAS, the City Council has reviewed the annual report; and

WHEREAS, the City of Yreka five-year Capital Improvement Program indicates the approximate location, size, time of availability and cost estimates for all facilities and improvements that will be financed with those fees that are levied by the City on new developments in order to fund public capital improvements necessitated by such development.

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Yreka, California, as follows:

The City Council has received and reviewed the City's Capital Improvement Plan as set forth in the Developer Impact Fee Study with the additions identified in Attachment 4, attached to this Resolution and made a part hereof by this reference is it hereby updated.

The City Council has received, reviewed and accepts the annual reports containing the information required by Gov. Code §66606(b)(1).

The City Manager is hereby authorized to initiate any loans between fee accounts that may be necessary during the next review period for the purpose of funding the construction of the improvements discussed in the Annual Review Report.

Adopted this 6th day of October 2015, by the following called vote:

AYES:

NOES:

ABSENT:

John Mercier
Yreka City Mayor

Attest:

Elizabeth E. Casson,
City Clerk

CITY OF YREKA

701 Fourth Street, Yreka, California 96097



NOTICE OF AVAILABILITY FOR REVIEW OF ANNUAL DEVELOPMENT IMPACT FEE REVIEW REPORT FOR THE CITY OF YREKA

Government Code Section 66006

RECEIVED
SEP 20 2016
CITY OF YREKA

Date: Tuesday, September 20, 2016

SUBJECT: Availability for Public Review of Annual Development Impact Fee Review Report for The City Of Yreka (Government Code Section 66006).

CONTACT PERSON: Rhetta Hogan, Finance Director, City of Yreka, (530)841-2386

LOCATION OF REPORT: City Hall, City of Yreka, 701 Fourth Street, Yreka, California 96097

This is to advise that pursuant to Government Code Sections 66006, an ANNUAL DEVELOPMENT IMPACT FEE REVIEW REPORT FOR THE CITY OF YREKA is available for viewing at the City of Yreka location referenced above.

September 20, 2015

Rhetta Hogan
Finance Director, City of Yreka

**NOTICE OF PUBLIC HEARING
AND
NOTICE OF AVAILABILITY OF
ANNUAL DEVELOPMENT IMPACT FEE REVIEW
AND UPDATE OF CAPITAL IMPROVEMENT PLAN REPORT**

The Yreka City Council will hold a public hearing at 6:30 p.m., Thursday, October 6, 2016, in the Council Chambers, 701 Fourth Street, Yreka, California, on the following matter:

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF YREKA
APPROVING THE ANNUAL DEVELOPMENT IMPACT FEE REPORT
AND UPDATING THE CITY'S CAPITAL IMPROVEMENT PLAN AND
DEVELOPMENT IMPACT FEE PROGRAM**

The Annual Development Impact Fee Review and Update of Capital Improvement Plan Report is on file in City Hall for public review. All interested persons are invited to attend the meeting and to participate in the public hearing or deliver written comments regarding the Report on or before 4:00 PM, Wednesday, October 5, 2016, to the following address:

YREKA CITY COUNCIL, 701 Fourth Street, Yreka, CA 96097.

Pursuant to Government Code Section 66002 a local agency which levies a fee subject to Section 66001 of the Government Code shall annual update the capital improvement plan by resolution of the local agency adopted at a noticed public hearing. Pursuant to Government Code Section 66006, a local agency which levies a fee subject to Section 66001 shall within 180 days after the last day of each fiscal year make available to the public a report providing the information set forth in Section 66006(b)(1) and shall review that information at the next regularly scheduled public hearing not less than 15 days after the information has been made available to the public.

Rhetta Hogan
Finance Director
City of Yreka

September 20, 2016



Yreka

Town Hall Meetings

Measure C

Monday October 3, 2016 at 6:00 P.M.

In The Council Chambers at City Hall 701 4th Street

Wednesday October 12, 2016 at 6:00 P.M.

In The Council Chambers at City Hall 701 4th Street

Measure C:

- ½ percent local sales tax
- Requires voter approval (50%+1)
- Funds critical facilities and services
- All revenue locally controlled
- Increase police protection
- Vital repair of City streets

The October 12 Town Hall Meeting will be followed by a Candidates' Forum sponsored by the Yreka Chamber of Commerce at the same location at 7:00 P.M.

MEASURE C FACT SHEET



- ◆ 1/2 percent local sales tax
- ◆ Requires voter approval (50%+1)
- ◆ Funds critical facilities & services
- ◆ All revenue locally controlled
- ◆ Increase police protection
- ◆ Vital repair of City streets



BALLOT QUESTION

Sales Tax to Generally Fund Law Enforcement, Road Maintenance and Other Essential City Services

___ To pay for essential City services such as: improving law enforcement response to violent crimes, burglaries and property offenses; repairing potholes and streets; and maintaining the City's long-term financial stability, shall Ordinance #843 be adopted to **impose a 1/2 percent transaction and use (sales) tax** on an ongoing basis, providing about \$950,000 annually, with audits and all funds staying local?

YES

NO

Measure C was developed as a way for the City of Yreka to address long-standing infrastructural and services needs.

Less than half of the tax collected is paid by Yreka residents.

All revenue generated by the tax would stay in Yreka. No funds can be taken away by the State or used for other purposes.

The Yreka Police are responding to more calls for service. Revenue from Measure C would improve City services for police protection to neighborhoods and businesses.



QUESTIONS? Visit our website at ci.yreka.ca.us or call (530) 841-2386.

FREQUENTLY ASKED QUESTIONS



How much would this cost me?

The cost to an individual depends on the amount of qualified goods purchased. For example, the additional tax on a \$100 purchase would be 50 cents and the additional tax on a \$500 purchase would be \$2.50.

How much revenue would a local sales tax generate for the City?

The ½ percent sales tax would raise approximately \$900,000 to \$950,000 per year. This amount is dependent on the economy and the amount of sales generated in Yreka.

Why does the City need a sales tax now?

The City of Yreka has numerous road segments that are in failing or near-failing condition. The gas tax, state transportation funds and other traditional “street revenues” have steadily declined to the point where we are faced with a deteriorating infrastructure and no way to invest in all the necessary projects.

Do other cities in Siskiyou County have a local sales tax?

Yes; the other three cities in Siskiyou County that are located on the I-5 corridor (Dunsmuir, Mount Shasta and Weed) all have local sales taxes ranging from ¼ percent to ½ percent.

What types of projects will be funded with the revenue? The City's priorities for using this revenue include: 1) repairing our roads, 2) increasing our response to police calls, and 3) upgrading or replacing many critical City facilities. The City's Police Station is over 100 years old and the Fire Station was built in 1931. The City's parks and other recreational facilities such as Ringe Pool and the tennis courts have fallen into disrepair.

Will further street repair delays cost the City more?

Yes; the current amount of repairs needed today is \$30 million. The City of Yreka has 52 miles of roadways and a recent pavement condition survey gave 24 miles of those streets a failing grade. Delaying repairs means further deterioration of the roadbeds; the cost to repair then increases exponentially. Repairing streets now is a smart local investment for the City.

