

YREKA CITY COUNCIL
AGENDA

November 19, 2015 – 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 of Minutes of the meeting held November 5, 2015
 - b. Approval/ratification of payments issued from November 6, through November 19, 2015.
 - c. Approve the Transportation Claim for the 2015-2016 Local Transportation Fund and Authorize the Mayor to sign the claim on behalf of the City.
2. Discussion/Possible Action – Adopt Resolution Approving Agreement for the Collection of Solid Waste within the City of Yreka.
3. Discussion/Possible Action – Intent to vacate a portion of Water and Sewer Easements - property located at 915 S. Main Street. Assessor's Parcel Number 061-163-010.
 - Public Hearing
 - Adopt Resolution to partially vacate easements for water and sewer purposes across property located at 915 S. Main Street. Assessor's Parcel Number 061-163-010, and authorize the acceptance of new easements for sewer, water, and storm drains.
4. Discussion/Possible Action – Adopt Resolution increasing the budget authority for the Foothill Drive Rehabilitation Project and appropriating additional funds from the road account.
5. Discussion - Governmental Accounting Standards Board issues Statement No. 68 Accounting and Financial Reporting for Pensions, which revises how government agencies (1) accounts for pension related costs and (2) report these costs and associated liabilities in the annual financial Statement.
6. City Treasurer's Report: Discussion/Possible Action – Acceptance of:
 - a) Cash Balances Report – September 2015
 - b) Quarterly Treasurer's Investment Report – 1st Quarter Fiscal Year 2015/2016

- c) Budget of Revenue and Expenditures with Year to Date Actuals through September 2015
- d) Quarterly Fiscal Performance Report – 1st Quarter Fiscal Year 2015/2016

City Manager Report

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 Legal Counsel - Anticipated Litigation

Initiation of litigation pursuant to Subdivision (c) of Section 54956.9 of the Government Code: (Number of cases to be discussed – 1 - The names of the parties are not disclosed, as it is believed that that to do so would jeopardize the City's ability to serve process or to conclude existing settlement negotiations to the City's advantage).

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

Adjournment.

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

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

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

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
YREKA HELD IN SAID CITY ON NOVEMBER 5, 2015

On the 5th day of November 2015, 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, Bryan Foster, Joan Smith Freeman, John Mercier, and David Simmen. Absent – None.

Mayor Mercier read into record a Proclamation designating November 12-18 2015 as Community Foundation Week.

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 of Minutes of the meeting held October 15, 2015.
- b. Approval/ratification of payments issued from October 16 through November 5, 2015.
- c. Adopt Resolution recognizing the City of Yreka's 2016 Contribution to Employees Healthcare Costs through the IRS Section 125 Cafeteria Plan.
- d. Approval of 2014-15 Final Year End Closing Budget Revision.
- e. City Treasurers Report: Acceptance of:
 - Cash Balances Report dated July 31, 2015.
 - Cash Balances Report dated August 31, 2015.
 - Budget of Revenue and Expenditures with Year to Date Actuals through August 31, 2015.

Councilmember Foster requested that item 2e, Treasurers Reports be pulled for discussion.

Following Council discussion, Councilmember Freeman moved to approve items 2 a-d on the consent calendar as submitted.

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

Mayor Mercier thereupon declared the motion carried.

City Treasurers Report: Acceptance of:

- Cash Balances Report dated July 31, 2015.
- Cash Balances Report dated August 31, 2015.
- Budget of Revenue and Expenditures with Year to Date Actuals through August 31, 2015.

Following Council discussion, Councilmember Foster moved to accept the Treasurers Reports as submitted.

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

Mayor Mercier thereupon declared the motion carried.

Annual Development Impact Fee Report:

Public Hearing – This being the time and place scheduled 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, Mayor Mercier opened the hearing to the audience. There being no comments from the audience, Mayor Mercier closed the public hearing and opened discussion to the Council.

Adopt Resolution approving updates to the City’s Capital Improvement Plan and Development Impact Fee Program.

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

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

Mayor Mercier thereupon declared the motion carried.

Introduce Ordinance entitled “An Ordinance of the City Council of the City of Yreka amending certain sections of the Yreka Municipal Code in Chapter 1.01 entitled “Code”; Chapter 1.24 entitled “City Council Procedure” and Chapter 11.24 entitled “Construction of Curbs and Gutters” and finding the adoption of this Ordinance to be exempt from CEQA.”

Mayor Mercier announced that this item has been removed from the agenda and tabled to a future meeting.

Discussion/possible direction to staff – Stagecoach proposal at 310 W. Miner Street; Miner Street Grant Program – Location of coach; Eligibility for Miner Street Façade Grant Program.

Following Council discussion, it was the consensus of the Council that they liked the concept of the Stagecoach on Miner Street; however, further details would need to be worked out.

CLOSED SESSION:

1. Public Employee Discipline/Dismissal/Release, Pursuant to Government Code Section 54957(b) (Position affected: Police Officer).
2. Conference with Real Property Negotiator (Government Code Section 54956.8)

Property:	Assessor Parcel No. 061-341-140
Third Party Negotiator:	Siskiyou County Economic Development Council
City Negotiators:	City Manager and City Attorney

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

3. Conference with Legal Counsel - Anticipated Litigation

Initiation of litigation pursuant to Subdivision (c) of Section 54956.9 of the Government Code: (Number of cases to be discussed – 1 - The names of the parties are not disclosed, as it is believed that that to do so would jeopardize the City's ability to serve process or to conclude existing settlement negotiations to the City's advantage).

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

On Closed Session Item #1, there was a motion on a confidential matter made by Councilmember Bryan Foster and seconded by Councilmember Debbie Baird. The motion passed unanimously.

The Closed session on item #1 was continued to November 10, 2015 at 11:00 a.m.

As a result of Closed Session Item # 2, the Council placed an urgent item on the Agenda. On motion of Mayor John Mercier, seconded by Councilmember David Simmen, and carried unanimously, the following item was placed on the agenda:

Authorization for the City Manager to execute such documents as are necessary and appropriate to clear the City's interest in the Property owned by the Siskiyou County Economic Development Council (Assessor Parcel No. 061-341-140) to allow the Siskiyou County Economic Development Council to complete their sale of the property.

On Motion of Councilmember Joan Smith Freeman and seconded by Councilmember Brian Foster, the motion was unanimously approved.

Closed session Item #3 was cancelled.

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

Attest:

John Mercier, Mayor
Minutes approved by Council
Motion November 19, 2015

Elizabeth E. Casson, City Clerk



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council

Prepared by: Jeannette Hook, Administrative Assistant *JSH*

Agenda title: APPROVE THE TRANSPORTATION CLAIM FOR THE 2015/2016 LOCAL TRANSPORTATION FUND AND AUTHORIZE THE MAYOR TO SIGN THE CLAIM ON BEHALF OF THE CITY.

Meeting date: November 19, 2015

Discussion:

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

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

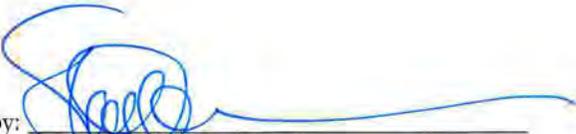
Fiscal Impact:

The Local Transportation Commission (LTC) staff has estimated that the allocation of streets revenue for the City of Yreka is \$233,457.00 in the 2015/2016 fiscal year. The County estimated that it will use \$181,829.00 of the City's allocation for public transit this year. Therefore, the City claim is for \$51,628.00. The amount the City will receive may vary, because it is based on actual receipts from the State of California.

Recommendation and Requested Action:

That the Council: Approve the attached Transportation Claim for the 2015/2016 Local Transportation Fund and authorize the Mayor to sign the Claim on behalf of the City.

Attachment

Approved by: 
Steven Baker, City Manager

Transportation Claim
2015/2016 Local Transportation Fund

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

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

Siskiyou County Local Transportation Commission
190 Greenhorn Road
Yreka, CA 96097

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

Approved:

Local Transportation Commission

City of Yreka

By: _____
Executive Director, SCLTC

By: _____
Chairman / Mayor

Date: _____

Date: _____

Transportation Claim
2015/2016 Local Transportation Fund

(New X Amended)

To: Siskiyou County Local Transportation Commission

From: City of Yreka
(Claimant)

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

Two Hundred Thirty Three Thousand Five Hundred Fifty Dollars \$ 233,550.00

A. Funding Available (Not Claimed)

1. Funds from prior years		
a. Estimated funds with County Auditor (07/01/2015)	\$	93.00
2. Current (2015/2016) Estimated Allocations	\$	233,457.00
	\$	<u>233,550.00</u>

B. Total Amount Claimed

1. By Funding Source		
a. Estimated funds with County Auditor (07/01/2015)	\$	93.00
b. Current (2015/2016) Estimated Allocations	\$	233,457.00
c. Total Claimed	\$	<u>233,550.00</u>
2. By Purpose (Chapter 4, Part 11, Division 10 of P.U.C.)		
a. Public Transit [Art 4, Sec 99260 (a)]	\$	181,829.00
b. Streets/Roads [Art 8, Sec 99400 (a)]	\$	51,628.00
c. Other	\$	-
d. Total Claimed	\$	<u>233,457.00</u>



**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

To: Yreka City Council
Prepared by: Steve Baker, City Manager,
Agenda title: Adopt Resolution Approving Agreement for the Collection of Solid Waste Within the City of Yreka.
Meeting date: November 19, 2015

Discussion:

Yreka Transfer has served the City's needs for waste hauling in excess of 20 years. The proposed Agreement For the Collection of Solid Waste Within the City of Yreka will renew the franchise for an additional five (5) years. The franchise fee is 3% of gross receipts, and will escalate over the term to 4%. The last franchise agreement was entered into on 11-4-10. It had a term of 5 years and expired 10-31-15.

Staff is recommending renewal of the franchise agreement. At some point in the future, additional recycling goals may need to be incorporated into the franchise agreement. There is a clause regarding this.

Also, in the next budget, the council may want to include the increase in the franchise fee in the Street Budget to begin to take into account the impact of the garbage trucks on street maintenance.

This is not an exclusive franchise; the franchisee understands that, any competitor would be subject to the same terms and conditions.

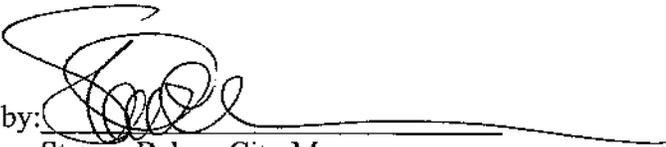
Fiscal Impact:

There will be increases in revenue due to the escalation clause.

Recommendation:

Adopt Resolution Approving Agreement for the Collection of Solid Waste Within the City of Yreka and authorizing the City Clerk to give the required published notice of the contract approval.

Attachment: Agreement.

Approved by: 
Steven Baker, City Manager

RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL
APPROVING AGREEMENT WITH
YREKA TRANSFER,
AGREEMENT FOR THE COLLECTION OF
SOLID WASTE WITHIN THE CITY OF YREKA

WHEREAS, pursuant to the provisions of Yreka Municipal Code Section 6.08.070 the City Council has reviewed the Agreement for the Collection of Solid Waste Within the City of Yreka between the City of Yreka and Yreka Transfer and has determined it would be in the best interests of the City to approve and authorize the execution of said Agreement; and,

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

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

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

Section 2. The City Council of the City of Yreka does hereby find that the Agreement described herein is in the best interests of the City of Yreka, and the City Council does hereby authorize execution of said Agreement by the Mayor on behalf of the City of Yreka. The City Manager or designee is hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized, and the City Clerk or such Clerk's designee is hereby authorized and directed to affix the City's seal to said documents and to attest thereto. The City Clerk shall cause notification to be made pursuant to Yreka Municipal Code Section 6.08.080.

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

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

Passed and adopted this 19th day of November, 2015, by the following vote:

AYES:

NAYS:

ABSENT:

John Mercier,
Mayor

Attest: _____
Elizabeth E. Casson

City Clerk

AGREEMENT FOR THE COLLECTION OF SOLID WASTE WITHIN THE CITY OF YREKA

THIS AGREEMENT is made and entered into this 19th day of November, 2015, by and between the City of Yreka, a municipal corporation, hereinafter referred to as "City" and Yreka Transfer Company, hereinafter referred to as "Contractor" and is based on the following facts:

WHEREAS, Acting pursuant to the provisions of Chapter 6.08 of the Yreka Municipal Code, the City Council has determined that it is advisable and necessary in the interest of the public health, safety, and welfare to enter into a contract for the collection of municipal waste generated by residents and businesses within the corporate limits of the City.

WHEREAS, Contractor is presently under contract to the City for such municipal waste collection, and because of Contractor's particular knowledge and long experience in municipal waste collection within the City, the City Council has determined that Contractor is well and best qualified to continue handling the collection, removal and disposal of the City's municipal waste.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, CITY AND CONTRACTOR AGREE:

1. This Contract shall be effective as of the date above referenced, and shall continue in effect for a period of five (5) years. This Contract shall include and incorporate by reference the contents of Title 6, Health & Sanitation, Chapter 6.08 of the Yreka Municipal Code.

Acting pursuant to the Provisions of Chapter 6.08 of the Yreka Municipal Code, City does hereby grant to Contractor the right to collect and remove solid waste, as defined by this Agreement, within the City of Yreka and to transport the same to an approved transfer station for transfer to an approved sanitary landfill.

2. Definitions. For purposes of this agreement the following definitions control:
"Approved transfer station" as used in this Agreement means the Yreka-Oberlin Road Transfer and Recycling Station owned by the County of Siskiyou and located at 2420 Oberlin Road, Yreka, California, or such other transfer station as may be designated jointly by the parties.

"Approved sanitary landfill" means such sanitary landfill as is designated as the disposal site for solid waste by the operator of the approved transfer station or such other site designated by City.

"An approved disposal site" shall be either Yreka Transfer Recycling on 231 Ranch Lane, Yreka, California, or the Yreka-Oberlin Road Transfer and Recycling Station, unless the City designates otherwise.

"Designated location" means the point where Contractor instructs the customer to make containers available for collection by Contractor.

"Municipal waste" as used in this agreement shall mean garbage, rubbish and waste as defined in Chapter 6.08 of the Yreka Municipal Code. "Municipal waste" shall not include "recyclables", which are defined in this agreement.

"Recycling" means any process by which materials which would otherwise become municipal waste are collected (source-separated, co-mingled, or as mixed waste), separated and/or processed and returned to the economic mainstream in the form of raw materials or products or materials which are otherwise salvaged or recovered for reuse.

"Recyclables" and "Recyclable Materials" means residential, commercial or industrial by-products of some potential economic value, set aside, handled, packaged, or offered for collection in a manner different from municipal waste.

"Solid waste" is defined as both municipal waste and recyclable materials.

3. In consideration of said grant, Contractor does hereby undertake and agree that it shall, during the term of this Agreement, collect and gather such solid waste from the producers thereof within the City and transport the same to the approved transfer station according to the terms of this Agreement.

4. Municipal Waste Collection and Recycling Program.

A. Municipal Waste Collection. The Contractor agrees that it shall, not less than once each week and more often as may be reasonably required, collect and gather municipal waste from the premises of the producers thereof all municipal waste collected from residences or businesses within the City of Yreka and transport the same to the approved transfer station for transfer to an approved sanitary landfill, and, as to producers who require service at less frequent intervals, will provide such service and transportation as and when the same shall be required. All municipal waste collected pursuant to this Agreement shall be transferred for disposal to an approved transfer station on the same day it is collected at Contractor's cost. Contractor shall obey all rules and regulations of the transfer station operator and owner of the transfer station site. Once municipal waste is placed in containers and placed at the designated collection location by the customer, ownership and the right to possession shall transfer directly from the customer to Contractor by operation of this Agreement. Contractor shall bill all Customers directly for all services provided pursuant to this Agreement.

B. Recycling Program.

(1) In order for the City to accomplish its annual minimum diversion requirements for solid waste pursuant to California law, the Contractor may establish and operate a recycling operation in connection with the franchise, which shall be without charge to participants. Contractor may collect and remove all recyclable materials, as defined hereafter, which shall be segregated from municipal waste and placed in or adjacent to recycling containers at all participating collection locations and from participating single-family residences, multi-residential complexes, commercial locations and industrial locations. Contractor acknowledges and agrees that the City may permit other persons besides Contractor to collect any or all types of the recyclable materials listed in this Agreement without seeking or obtaining approval of the Contractor under this Agreement.

(2) In exchange for doing the above described Recycling Program free of additional franchise fee, Contractor shall, upon execution of this Agreement, issue to each Customer who volunteers to participate in said recycling operation a suitable Recycling Cart at no additional charge, and will collect the recyclables from the Customer's location at no additional charge. The Company will make suitable Recycling containers available to Customers who regularly recycle more than will fit into the standard size Recycling Cart(s).

An extra fee may be charged for such additional Recycling container or for lost or stolen Recycling Carts. Contractor shall require Recyclable Materials to be commingled in a single Recycling Cart. Contractor shall collect and remove all Recyclable Materials placed in Recycling Carts at the curbside on a day designated by Contractor at least once monthly. Recyclable materials shall not be left out by failure to collect on the designated date. Contractor shall collect and deliver the recyclable material to an approved disposal site. Once recyclable materials are placed in designated containers, ownership and the right to possession shall transfer directly from the Customer to the Contractor by operation of this Agreement. Contractor is hereby granted the right to retain, recycle, process, dispose of, and otherwise use such recyclable materials, or any part thereof, in any lawful fashion or for any lawful purpose desired by Contractor. Subject to the provisions of this Agreement, Contractor shall have the right to retain any benefit resulting from its right to retain, recycle, process, dispose of, or reuse the Recyclable Materials which it collects. Recyclable Materials, or any part thereof, which is disposed of at the approved disposal site shall become the property of the Owner or operator of the disposal site(s) once deposited there by Contractor. Contractor may establish reasonable rules for participation by customers in this recycling program and, in its sole discretion, may terminate services under this provision to any customer who puts municipal waste into any recycling container provided by Contractor under this Agreement.

(3) Recyclable Material Collection shall be those materials designated exclusively by Contractor and may include, but not be limited to, the collection of:

- * Paper of all grades, including: newspaper, catalogs, magazines, junk mail including envelopes, telephone books, cereal boxes, office paper (white, colored, computer & envelopes), cardboard (all grades, including egg cartons);
- * Empty aerosol cans;
- * Glass Containers of all colors, California Redemption Value and non-redemption value (which shall be solely at Contractor discretion due to Occupational Health & Safety Act exposures for injuries by cuts from broken glass to Contractor's employees);
- * Aluminum cans, foil and trays;
- * Bi-metal, tin cans, steel cans;
- * Greenwaste, and,
- * Plastics/resins of all grades CRV, Nos. 1 through 6.

(4) Contractor agrees to cooperate with City in other recycling programs that may be instituted by City, provided, however, nothing herein shall be construed to require Contractor to buy specialized equipment, receptacles or vehicles without further negotiations and contract with the City.

(5) This Agreement is not intended to, and does not, affect or limit the right of any person to sell any valuable commodity to Contractor or to any other person lawfully doing business within the City at prices agreed upon by the parties to such transaction. This agreement does not constitute any warranty or guarantee on the revenues which Contractor may generate by conducting this operation.

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5. Franchise Fee.

A. Franchise Fee. In consideration of the right and privilege herein granted by the City to the Contractor, the Contractor promises and agrees to pay and shall pay to the City, for and during the term of this Agreement, and at the times hereinafter specified, a franchise fee equal to the amount set forth hereafter, calculated on the monthly total gross receipts of the Contractor, such gross receipts to be those collected by the Contractor from the producers of garbage within the City, rubbish and refuse for the collection, gathering and transportation of such garbage to the approved disposal site or approved transfer station: As of the date of execution of this Agreement the franchise fee shall be three percent (3%) of the monthly total gross receipts of the Contractor. Thereafter, the franchise fee shall be adjusted annually, effective the first of November of each year of the Agreement, by an increase of one quarter point (one quarter percent) of the then existing franchise fee, according to the following schedule:

11/01/2015 – 10/31/2016 = 3.00

11/01/2016 – 10/31/2017 = 3.25

11/01/2017 – 10/31/2018 = 3.50

11/01/2018 – 10/31/2019 = 3.75

11/01/2019 – 10/31/2020 = 4.00

so that by the final year of the Agreement, the franchise fee will be 4.00 percent of the monthly gross total receipts of Contractor.

B. The Contractor shall file with the City, within thirty (30) days calendar days after the expiration of each calendar quarter during which this contract is in force, a statement showing in detail, the total gross receipts for the preceding calendar quarter and concurrently therewith pay to the City the appropriate franchise fee.

6. Bond. Upon execution of this Agreement, pursuant to the provisions of Section 6.08.190 of the Yreka Municipal Code, Contractor shall post with City a good and sufficient bond in the amount of Two Thousand Dollars (\$2,000), with corporate surety, to secure faithful performance of the contract.

7. A. Inspection of Records. The City, or City's designee, shall have the right to inspect and audit the Contractor's records showing such Contractor's gross receipts, and Contractor shall maintain books of account, full, complete and accurate, and which, when audited by the City, will indicate to the City the condition of the Contractor's business and of the gross proceeds in respect of which Contractor is required to pay the City the percentage aforesaid. This right of inspection shall extend to any company with whom Contractor has a financial relationship with for the provision of services under this Agreement, such as transfer of municipal waste or recycling materials and processing. The City shall have the right, at reasonable times, to audit the books of the Contractor, and the Contractor shall maintain offices within the City limits of the City of Yreka wherein such books of account shall be maintained and be available for such audit. Such office shall be in the City of Yreka and shall be open from 8 a.m. to 5 p.m., Saturdays, Sundays, and holidays excepted, for the conducting of the business in connection with said contract and shall maintain telephone service to and from said office and shall furnish all customers with monthly bills and adequate receipts for payment. The Contractor shall furnish the City, in writing, the address of such office, as well as in the event of change

thereof, similar notice of the place to which such office shall be removed and thereafter maintained.

B. Audit and Consequences. Should an audit by City disclose that the Franchise Fees or other fees, if any, payable by Contractor were underpaid or that Customers were overcharged for the period under review, Contractor shall pay to City any underpayment of Franchise Fees and/or refund to Contractor's Customers any overcharges for the entire period. Should an audit disclose that Franchise Fees were overpaid, the City shall refund to Contractor the amount of the overpayment. Any refunds to be made by either party shall be due and payable (30) calendar days following the date of the audit.

C. Maintenance of Records. City views the ability to respond to City customers and to defend against the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and related litigation as matters of great importance. For this reason, City regards the ability to prove where municipal waste collected in the City was taken for disposal, as well as where it was not taken, to be matters of concern. Contractor shall maintain data retention and preservation systems which can establish where solid waste collected in the City was landfilled (and therefore establish where it was not landfilled) and provide a copy of the data and information for five (5) years after the term during which Collection services are to be provided pursuant to this Agreement, or to provide copies of such records to City. In addition, records shall be maintained by the Contractor, at Contractor's sole discretion, in a manner reasonably acceptable to City, for the City relating to:

- (a) Customer services and billing;
- (b) Routes;
- (c) Facilities, equipment and personnel used;
- (d) Complaints and resolution of complaints;
- (e) Missed pick ups;
- (f) Number of Refuse and Recycling Carts; and
- (g) Tons collected, processed, diverted, and disposed by type of service (Cart, Bin, Can, or Roll-off Box), Waste stream (Refuse and Recycling) and Customer (Residential and Commercial).

Contractor agrees to notify City at least ninety (90) calendar days before destroying such records. This provision shall survive the expiration of the period during which collection services are to be provided under this Agreement. Contractor shall maintain records of disposal of all solid waste collected in the City for the period of this Agreement and all extensions to this Agreement or successor Agreements. In the event Contractor discontinues providing solid waste services to the City, Contractor shall provide all records of disposal or processing of all solid waste collected in the City within thirty (30) calendar days of discontinuing service. Records shall be in chronological and organized form and readily and easily interpreted.

8. Means of Performance.

A. Contractor covenants, promises and agrees that collection, loading, transport, transfer and dumping from Contractor's vehicles while in the City and while in transit shall be done in a neat and careful manner and so as to deposit all solid waste at the place designated by this Agreement. Contractor shall maintain its vehicles in a good and clean condition and shall

use only vehicles clearly marked with Contractor's business name and telephone number. Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

B. Contractor shall establish and vigorously enforce an educational program which will train its employees in the identification of Hazardous Waste. Contractor's employees shall not knowingly place such Hazardous Waste in Contractor's vehicles, nor knowingly dispose of such Hazardous Wastes at the approved transfer station or approved disposal site. "Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901), all future amendments thereto, and all rules and regulations promulgated thereunder.

C. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Contractor agrees to take necessary corrective measures. If City has notified Contractor of a complaint related to discourteous or improper behavior, Contractor will consider reassigning the employee to duties not entailing contact with the public while Contractor pursues its investigation and corrective action processes.

D. Contractor shall provide its employees, companies, agents and subcontractors with a means of identification for all individuals who may make personal contact with residents or businesses in the City. Contractor shall provide a list of current employees, companies, agents and subcontractors to the City upon request. Contractor may require its drivers and helpers to wear, at all times during the scope of employment, clean and standardized uniforms which bear Contractor's name.

E. Contractor shall not discriminate in the provision of service or the employment of Persons engaged in performance of this Agreement on account of race, color, religion, sex, age, physical handicap or medical condition in violation of any applicable federal, state or local law.

9. Indemnity. Contractor shall indemnify and hold harmless City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of this agreement herein, caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

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10. Insurance Requirements.

A. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Contractor shall present proof of insurance annually.

Minimum Scope of Insurance:

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001.)
2. Insurance Services office form number Ca 0001 (Ed. 1/87) covering automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident.

Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provision

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

B. The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of performance of this agreement by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

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

D. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Coverage authentication:

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owner's policy, provided those forms or policies are approved by the City and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

11. Contractor shall and will comply faithfully and fully with each and every term, provision and requirement of Chapter 6.08 of the Yreka Municipal Code as now existing and as the same shall hereafter be amended. City specifically reserves to the City the right to amend the Yreka Municipal Code and adopt any other lawful ordinance or regulation concerning the collection and disposition of municipal waste within the City, and that if Contractor is dissatisfied with such change, it may terminate the Agreement rather than otherwise contest the change.

12. Assignment. This Agreement, or any interest therein, cannot be sold, assigned or transferred by the Contractor without the express written consent of the City first had and obtained, and the City reserves the right to refuse any and all requests for consent to assignment.

13. Rates. All services by the Contractor to the producers of garbage within the City of Yreka for which collection, gathering and transportation is done shall be at the rates hereinafter set forth and no others, unless and until the City shall consent to other or different rates for the services to be furnished by the Contractor hereunder. Current rates shall be as established by Resolution 2014-36 made by the City Council on August 21, 2014, which are as follows:

- A. Garbage cart of 32-gallon capacity –\$17.75 per month.
- B. 64 gallon cart - \$22.25 per month.
- C. 96 gallon cart - \$27.25 per month
- D. 1 – 32 gallon can, 50 pounds or less -\$18.00 per month.

- E. 2 – 32 gallon cans, 50 pounds or less - \$25.00 per month
- F. Each additional can - \$7.00 per month.
- G. Containers of one (1) yard or more capacity – such reasonable rates as shall be established by the Contractor.

14. Term. The agreement shall become effective seven (7) days following publication of the Approval of this Contract by Resolution of the City Council, and will terminate on October 31, 2020.

15. Contractor represents and warrants that:

A. Contractor is duly organized, validly existing and in good standing under applicable laws.

B. Contractor is qualified to transact business in the State of California and has the power to provide services as required by this Agreement.

C. Contractor is not required to submit any notice, report or other filing to any governmental or regulatory authority required to be obtained by any of the foregoing (other than the City) in connection with the execution or delivery by Contractor of this Agreement or the documents related hereto, or in connection with the consummation of the transactions contemplated hereby.

D. There are no actions, suits, proceedings, arbitrations, investigations or claims pending or, to the knowledge of Contractor after due inquiry, threatened against or affecting Contractor that would have a material adverse affect on the Contractor's performance hereunder, at law or in equity, or before or by any governmental department, commission, board, bureau, agency or instrumentality.

E. The execution, delivery and performance by Contractor of this will not result in or constitute any of the following: (i) a breach of any material term or provision of any agreement or obligation of the Contractor; (ii) a material default or an event that, with notice or lapse of time or both, would be a material default, breach or violation of any lease, license, promissory note, conditional sales contracts, commitment, franchise, permit or indenture or other agreement, instrument or arrangement to which the Contractor is a party or by which Contractor or its assets are bound or materially adversely affected; (iii) an event that would permit any party to terminate any agreement or to accelerate the maturity of any indebtedness or other material obligation of the Contractor; or (iv) any material breach or violation of any law, rule or regulation of any governmental authority, or any order, injunction or decree.

F. None of the representations and warranties made by Contractor contains or will contain any untrue statements of a material fact or omit to state a material fact, necessary to make the statements made, in the light of the circumstances under which they were made, not misleading.

G. Each of Contractor's covenants, representations, and warranties shall survive the execution and termination of this Agreement, subject to the applicable statutes of limitations.

H. Contractor has the authority to enter into and perform its obligations under this Agreement, and all actions required by law have been done to authorize the execution of this Agreement. The person(s) signing this Agreement on behalf of Contractor have authority to do so.

16. Conflict of Interest.

A. By execution of this Agreement, Contractor covenants and represents that it does not have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by the Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of this Agreement. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

B. Contractor covenants and represents it is not a designated employee with the meaning of the Political Reform Act because Contractor

- i. Does not make or participate in:
 - a. The making of any governmental decisions regarding approval of a rate, rule, or regulation, the adoption or enforcement of laws;
 - b. The issuance, denial, suspension, or revocation of permits, licenses, applications, certificates, approvals, orders, or similar authorization or entitlement;
 - c. Authorizing the City to enter into, modify, or renew a contract;
 - d. Granting City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
 - e. Granting City approval to a plan, design, report, study or similar item;
 - f. Adopting or granting City approval of, policies, procedures, standards, or guidelines for the City or for any subdivision thereof.

ii. Does not serve in a staff capacity with the City and in the capacity participate in making a governmental decision or otherwise perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code under Government Code Section 87302.

iii. In the event the City officially determines that Contractor must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Contractor shall file the subject Form 700 with the City Clerk's office pursuant to the written instructions provided by the office of the City Clerk. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

C. Solicitation. Contractor represents and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

17. Notices. All letters, papers, reports, notices and other correspondence regarding this Agreement shall be sent as follows:

If to City : City Manager
 City of Yreka
 701 Fourth Street
 Yreka, California 96097

If to Contractor: Sharon E. Rizzo
 Yreka Transfer, L.L.C.
 303 Yama Street
 Yreka, California 96097

18. Reopen Provision. Either Party may request that the other Party renegotiate the terms of Paragraph 13 of this Agreement if, and only if: (1) there is a significant change that directly or indirectly relates to the Party's expectations under this agreement; and, (2) that change materially impacts that Party. Such changes may include, but are not limited to: spiking fuel costs; catastrophic increase in business operations costs beyond Contractor's control; a change in state or federal law relating to solid waste disposal, including any regulation or incentives for recycling programs; a change in state law or in the state's manner of doing business that increases the costs and responsibilities of the City; a change in operations of the Yreka-Oberlin Road Transfer Station resulting in an increase of gate fees. A request to renegotiate will be made in writing, delivered to the other Party. The request will specify the basis for the request. If the request is determined to meet the requirements for renegotiations pursuant to this section, the Party will commence to renegotiate in good faith. However, except for the obligations to renegotiate as is set forth in this section, neither Party is obligated to agree to a new Agreement or to any new terms or conditions as a result of the renegotiations process.

19. Events of Default. Each of the following shall constitute an event of default:
- A. A material breach of this Agreement.
 - B. If Contractor practices, or attempts to practice any fraud or deceit upon the City.
 - C. If Contractor becomes insolvent, unable, or unwilling to pay its debts, files a bankruptcy petition or takes steps to liquidate its assets.
 - D. If Contractor fails to provide or maintain in full force and effect the Workers' Compensation, liability, or indemnification coverage as required by this Agreement.
 - E. If Contractor violates any orders or filings of any regulatory body having jurisdiction over Contractor or the City relative to this Agreement that materially affects this Agreement or Contractor's ability to perform on this Agreement.
 - F. If Contractor fails to make any payments required under this Agreement and/or refuses to provide City, within ten (10) calendar days of the demand therefore, with required information, reports, and/or records in a timely manner as provided for in the Agreement.

G. There is a seizure of, attachment of, or levy on, the operating equipment of Contractor, including without limits, its equipment, maintenance or office facilities, or any part thereof, such that Contractor cannot perform on this Agreement.

H. If Contractor fails to provide reasonable assurances of performance as required under this Agreement.

20. Termination of Agreement. In the event Contractor terminates the Agreement for any reason, Contractor shall provide City with sixty (60) days prior written notice. In the event of default or the failure of the Contractor to perform the services contemplated and provided for by this Agreement, and to make the payments, and to comply with the terms, covenants, and conditions of this Agreement the City shall have right to terminate all rights of the Contractor under this Agreement, to make demand upon the surety, and to have the services contemplated herein to be performed by another contractor, and hold the Contractor liable for all costs and expenses incurred in and about the performance thereof. In the event of termination, the franchise fee for the balance due for the billing period during which termination occurs shall be paid to City within thirty (30) business days of the termination date. The City's right to terminate this Agreement is not exclusive, and the City's termination of this Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which the City may have.

21. Other contracts for the collection of garbage may be entered into by the City with other persons, firms or corporations, but no such contract shall be on terms more favorable to another contractor than the terms hereof as long as this contract remains in effect.

22. Compliance with Law. In providing the services required under this Agreement, Contractor shall comply with all applicable laws, codes, ordinances, resolutions and regulations of the United States, the State of California, the County of Siskiyou and the City, now in force and as they may be enacted, issued or amended during the Term of this Agreement. Contractor agrees that, in the performance of this Agreement, it will comply with all immigration laws.

23. Subcontracting. Contractor shall not engage any companies or subcontractors for Collection, transfer, processing, Recycling or Disposal of Solid Waste without the prior written consent of City.

24. Customer Privacy. Contractor shall strictly observe and protect the rights of privacy of Customers pursuant to the FACT Act of 2003. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the Customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939. This provision shall not apply to reports or records provided to the City pursuant to this Agreement.

25. Proprietary Information, Public Records. City acknowledges that a number of the records and reports of Contractor may be proprietary and confidential. Regular monthly,

quarterly, and annual reports are not proprietary. City will endeavor to maintain the confidentiality of all proprietary information provided by Contractor. Notwithstanding the foregoing, any documents provided by Contractor to the City that are public records may be disclosed pursuant to a proper public records request.

26. Waiver. The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any moneys which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

27. Binding on Assigns. The provisions of this Agreement shall inure to the benefit of and be binding on the permitted assigns of the Parties.

28. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the County of Siskiyou, the State of California, which shall have exclusive jurisdiction over such lawsuits.

29. Entire Agreement, Amendment. This Agreement represents the full and entire Agreement between the parties with respect to the matters covered herein. No verbal agreement or conversation with any office, agent, officer, official or employee of the City, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional rights whatsoever under the terms of this Agreement. Any amendment to this Contract shall be of no force and effect unless it is in writing and signed by the parties and approved by the City pursuant to the provisions contained in Chapter 6.08 of the Yreka Municipal Code.

30. Section Headings. The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

31. Interpretation. This Agreement shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

32. Severability. If any provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such

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invalid or unenforceable provision had not been contained herein.

IN WITNESS WHEREOF, these presents are executed the day and year first above written.

CITY OF YREKA, a Municipal Corporation

YREKA TRANSFER, L.L.C.

BY _____
John Mercier, Mayor

BY _____
Sharon E. Rizzo, Manager

ATTEST:

YREKA TRANSFER, L.L.C.

By _____
Liz Casson, City Clerk

BY _____
Karen A. Eller, Manager

NOTICE OF HEARING

GIVING NOTICE OF INTENT TO VACATE A PORTION OF WATER AND SEWER EASEMENTS AND NOTICE OF PUBLIC HEARING THEREON.

The City of Yreka does hereby give notice of its intent to vacate a portion of certain easements deeded to the City of Yreka on the property described as Parcel 1 for "Thrifty Drug Co." as recorded on December 10, 1974, Siskiyou County, in Book 2 of Parcel Maps at Page 64, with respect to the real properties located at 915 South Main Street, Yreka, California, and more particularly identified as Siskiyou County Assessor Parcel number 061-163-010.

The vacation of said portion of easements is being conducted pursuant to Chapter 3, Part 3 of Division 9 of the Streets and Highway Code commencing with Section 8300. The portion being vacated has not been used for more than 5 years and have been superseded by relocation.

A public hearing for the proposed vacation of said portion of right of way is hereby set for Thursday, November 19, 2015, at 6:30 p.m. at City Council Chambers located at 701 Fourth Street, Yreka, California. All interested persons are invited to attend the meeting and to participate in the public hearing or to deliver written comments to the City Clerk on or before 4 p.m. November 19, 2015.

This Notice of Hearing is published as required in Streets and Highways Code Section 8322.

October 30, 2015
City of Yreka
Elizabeth Casson, City Clerk



**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

To: Yreka City Council

Prepared by: Jeannette Hook, Administrative Assistant *Bill*

Agenda title: APPROVE A RESOLUTION TO PARTIALLY VACATE EASEMENTS FOR WATER AND SEWER PURPOSES ACROSS PROPERTY LOCATED AT 915 S. MAIN STREET, ASSESSOR'S PARCEL NUMBER 061-163-010, AND AUTHORIZE THE ACCEPTANCE OF NEW EASEMENTS FOR SEWER, WATER, AND STORM DRAINS.

Meeting date: November 19, 2015

Discussion:

The City received a request from property owner(s) to revise several easements at 915 S. Main Street (see attached letter). Two easements for water and sewer lines are proposed to be vacated and new easements for sewer, water and storm drains are to be established. There is no indication that the original easements were properly abandoned and new easements established in the 1980's when the store building was constructed and the utilities relocated.

In 2014, a sinkhole developed in the parking lot that exposed several utility lines. Staff assisted the property owner during these repairs and confirms that the pipes in the parking lot are currently active. The old infrastructure is not in use and the easements in the old locations have been superseded by relocation, and therefore it is appropriate to establish new easements in the current locations.

Public Service Easements may be summarily vacated pursuant to Streets and Highways Code Section 8330 when specific conditions are met. This summary vacation will not cut off access to any person's property, the easements are not needed for any other public purposes, and they have not been used for the intended purpose for more than five years, and the need for the easements has been superseded by relocation of the infrastructure.

Fiscal Impact:

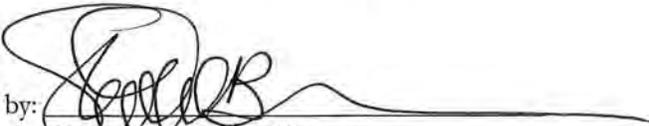
There is no fiscal impact of approving the Resolution to vacate the easements and accept the replacement easements.

Recommendation and Requested Action:

Approve a Resolution to partially vacate easements for water and sewer purposes across property located at 915 S. Main Street, Assessor's Parcel Number 061-163-010, and authorize the acceptance of new easements for sewer, water, and storm drains.

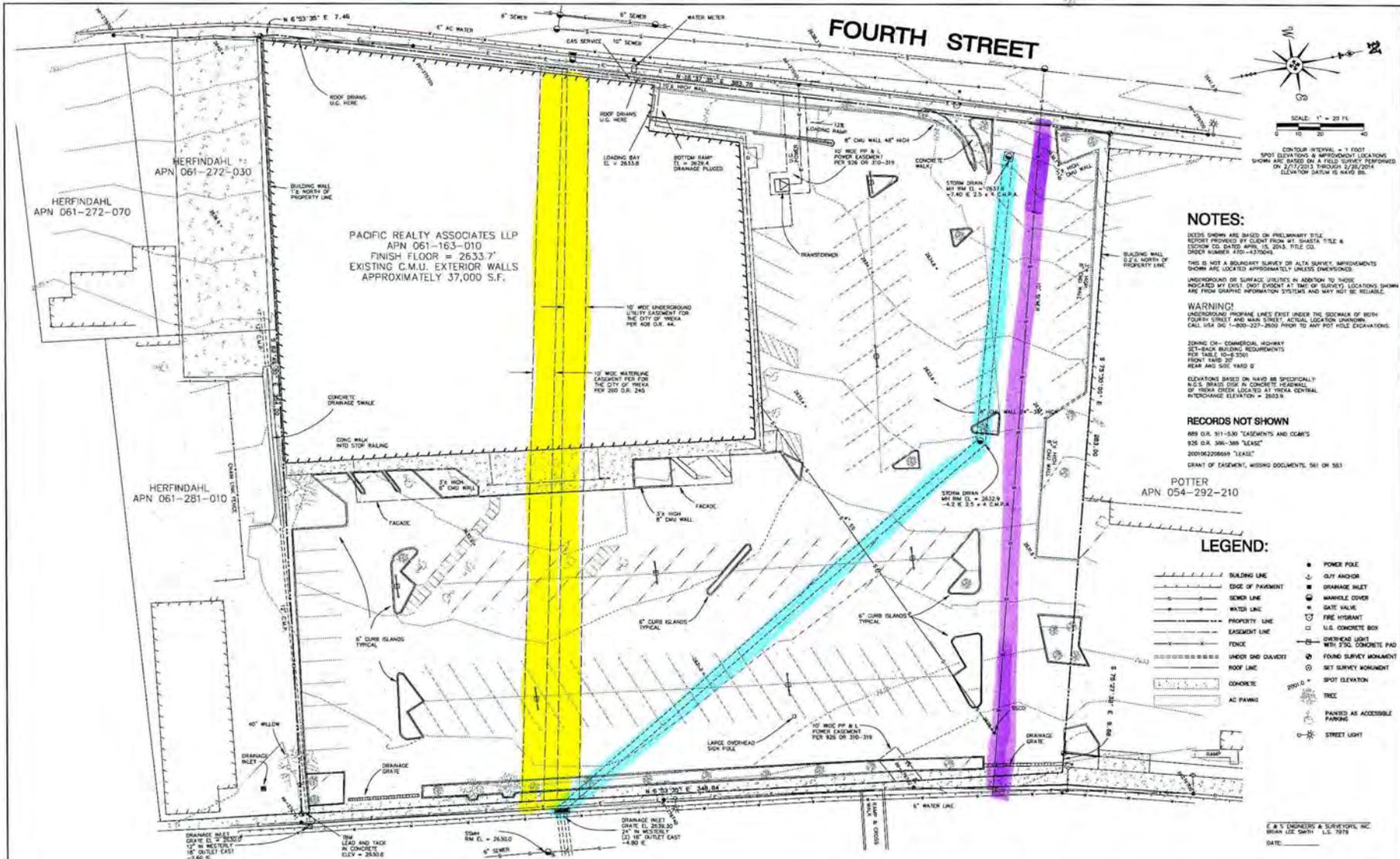
Attachments

S:\Real Property\Easements and Vacations\Shop Smart\Council Memo re Resos of Acceptance, Pac Trust Easement Vacation.doc

Approved by: 
Steven Baker, City Manager

Easements to be vacated

New Water/Storm Drain Easement
New Sewer Easement



NOTES:
 BEARS SHOWN ARE BASED ON PRELIMINARY TITLE REPORT PROVIDED BY CLIENT FROM W.T. SHASTA TITLE & ESCROW CO. DATED APRIL 15, 2013. FILE CO. DEED NUMBER: 410-437004.
 THIS IS NOT A BOUNDARY SURVEY OR ALTA SURVEY. IMPROVEMENTS SHOWN ARE LOCATED APPROXIMATELY UNLESS DIMENSIONS.
 UNDERSTAND OR SURFACE UTILITIES IN ADDITION TO THOSE INDICATED MAY EXIST (NOT EVIDENT AT TIME OF SURVEY). LOCATIONS SHOWN ARE FROM GIS/INFORMATION SYSTEMS AND MAY NOT BE RELIABLE.

WARNING:
 UNDERGROUND PROGRAM LINES EXIST UNDER THE FOOTMARK OF BOTH FOURTH STREET AND MAIN STREET. ACTUAL LOCATION UNDETERMINED. CALL USE ONE-800-225-2600 PRIOR TO ANY POT-HOLE EXCAVATIONS.
 ZONING OR - COMMERCIAL HIGHWAY
 SET-BACK BUILDING REQUIREMENTS
 PER 16B, 16C-5000
 FRONT YARD 5.00' AND 5'
 REAR AND SIDE 5.00' AND 5'
 ELEVATIONS BASED ON NAVD 88 SPECIFICALLY U.S.S. DRAINAGE DISE IN CONCRETE HEADWALL OF YREKA CREEK LOCATED AT YREKA CENTRAL INTERCHANGE ELEVATION = 2633.9

RECORDS NOT SHOWN
 889 D.R. 511-530 "EASEMENTS AND CC&Ts"
 925 D.R. 384-389 "LEASE"
 2001062208699 "LEASE"
 GRANT OF EASEMENT, MISSING DOCUMENTS: 561 OR 563

POTTER
 APN 054-292-210

LEGEND:

	BUILDING LINE		POWER POLE
	EDGE OF PAVEMENT		GULLY ANDOVER
	SEWER LINE		DRAINAGE INLET
	WATER LINE		MANHOLE COVER
	PROPERTY LINE		GATE VALVE
	EASEMENT LINE		FIRE HYDRANT
	FENCE		U.S. CONCRETE BOX
	UNDER ONE DAVERT		OVERHEAD LIGHT
	ROOF LINE		2500 CONCRETE PAD
	CONCRETE		FOUND SURVEY MONUMENT
	AC PARKING		SET SURVEY MONUMENT
			SPOT ELEVATION
			TREE
			PAVED AS ACCESSIBLE PARKING
			STREET LIGHT

C & T ENGINEERS & SURVEYORS, INC.
 BRIAN LEE SMITH L.S. 7979
 DATE: _____

Bray & Associates
 Civil Engineering & Land Surveying
 223 West Main Street, Suite 200
 Yreka, California 96097
 Phone: (530) 941-5051
 Fax: (530) 942-1845
 Email: info@brayandassociates.com

Project for: **PacTrust**
 PACIFIC REALTY ASSOCIATES, LLP - 13350 S.W. SEQUOIA PARKWAY, SUITE 300
 PORTLAND, OREGON 97224

SHOPPING CENTER TOPOGRAPHY
 615 SOUTH MAIN STREET - YREKA, CA 96097 - APN 061-163-010
 SISKIYOU COUNTY - CALIFORNIA

SCALE	1" = 20 FT
DATE	APRIL 18, 2014
CLIENT FILE #	14015
SHEET NO.	1 OF 1

NO.	REVISIONS	DATE

RECORDING REQUESTED BY:
City of Yreka, California

WHEN RECORDED RETURN TO:

CITY CLERK
CITY OF YREKA
701 FOURTH STREET
YREKA, CA 96097

(Space above for recorder's use)

The Undersigned Grantor Declares:
Documentary Transfer Tax \$ -0-
"No Fee Required" (Government Code §§ 8325)
A.P.N.: 061-163-010

RESOLUTION NO. 2015- ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA TO SUMMARILY VACATE THREE EASEMENTS FOR UTILITY PURPOSES ACROSS PROPERTY LOCATED AT 915 S. MAIN STREET AND AUTHORIZE ACCEPTANCE OF NEW EASEMENTS FOR SEWER, WATER, AND STORM DRAINS

WHEREAS, Chapter 4 of the Public Streets, Highways and Service Easements Vacation Law, commencing with Streets and Highways Code section 8330, provides for summary vacation of streets and public services easements; and

WHEREAS, the City of Yreka reserved public service easements for water and wastewater utilities on the property at 915 S. Main St., Yreka, CA as described and shown in the Easement recorded in Volume 408, Page 44 of Official Records, Siskiyou County on July 3, 1958, Volume 260 Page 245 of Official Records, Siskiyou County on June 9, 1950, and Volume 561, Page 583 of Official Records, Siskiyou County on July 17, 1968; and

WHEREAS, Section 8333 of the Streets and Highways Code authorizes the City Council to summarily vacate public service utility easements when the easement has been superseded by relocation and there are no other functioning public facilities located within the easement; and

WHEREAS, the City Council intends to summarily vacate the public utility easement as more particularly described in Exhibit 1 and shown on Exhibit A to Exhibit 1 attached to this Resolution; and

WHEREAS, it is appropriate to establish new easements for water, sewer, and storm drain purposes in accurate and current locations as more particularly described and depicted in Exhibit 2 titled a) Sewer Easement with Exhibit B to Exhibit 2 and b) Water and Storm Drain Easement with Exhibit C to Exhibit 2; and

NOW, THEREFORE, the City Council does hereby RESOLVE as follows:

SECTION 1. The City Council hereby adopts the Report and, based upon the Report and all other evidence submitted, makes the following findings:

1. The water and sewer easements at 915 South Main Street have been superseded by relocation;
2. No functioning public facilities are located within the public utility easements to be vacated; and
3. The public utility easement is not needed for present or prospective public facilities; and

4. The public convenience and necessity does not require reservation of any portion of the public utility easement; and

5. The Council has considered the Yreka General Plan and ratifies the determination of the Planning Commission that the vacation of the Public utility easement is in conformity with the Yreka General Plan.

SECTION 2. Based upon the findings made in Section 1 of this Resolution and the provisions of Section 8333 of the Streets and Highways Code, the City Council does hereby order that the Public utility easement as described in Exhibit 1 and shown on Exhibit A to Exhibit 1 shall be and hereby is summarily vacated.

SECTION 3. The easement for water, wastewater described in Exhibit A will no longer constitute a public easement from and after the date of recordation of the documents identified in Section 2 of this Resolution; and

SECTION 4. The City Council of the City of Yreka has reviewed and, does hereby find, that accepting easements at 915 S. Main Street easement as described and depicted in Exhibit 2 titled a) Sewer Easement with Exhibit B to Exhibit 2 and b) Water and Storm Drain Easement with Exhibit C to Exhibit 2 is in the best interests of the City of Yreka, and the City Council hereby accepts easements for water, wastewater and storm drain purposes on behalf of the City of Yreka.

SECTION 5. The Mayor, the City Manager or his designee, the City Clerk and all other proper officers and officials of the City are authorized to execute such agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution.

SECTION 6. The Council finds that summary vacation of the public utility easement and establishment of replacement easements is exempt from review under the California Environmental Act pursuant to Title 14 California Code of Regulations section 15305 as a minor alteration in land use limitations.

Passed and adopted this 19th day of November, 2015, by the following vote:

AYES:
NAYS:
ABSENT:

John Mercier, Mayor

ATTEST:

Elizabeth E. Casson, City Clerk

APPROVED AS TO FORM:

DOHN R. HENION, City Attorney



Bray & Associates
Civil Engineers & Land Surveyors
brayengineer.com

329 West Miner Street
Yreka CA 96097
530.842.6813
530-842.6645 (Fax)
brayengr@sbcglobal.net

August 7, 2015

Jeannette Hook
Administrative Assistant
City of Yreka Public Works
701 Fourth Street
Yreka CA 96097

To The Great City of Yreka,

Please see attached PDF for PacTrust,

Narrative: Before World War II a gas service station and small wood frame structures occupied the area shown on attached map. During that era the site topography was a hillside sloping to the East. Between 1927 through 1958 several easements for the City of Yreka were perfected, these easements are shown going through the existing building on said map.

In the late 1970's and early 1980's Safeway Stores proposed excavating the hillside for a large shopping center. The Construction created a large deep cut into the hillside requiring the existing infrastructure to be rerouted to the north, away from the new building, through the parking lot.

We believe the City's infrastructure was relocated during construction with no new easements obtained or abandoned.

In 2014 Bray and Associates mapped the current topography and easements as shown on the attached PDF.

Also in 2014, during a sink hole fix in the parking lot, a water line was discovered. PacTrust would like to grant to the City of Yreka easements across the parking lot in exchange for the City's abandonment of those easements bisecting the existing building.

After discussion with Public Works we find no evidence that the easements to be abandoned are in use.

If you have questions please give me a call.

Sincerely,



Brian Smith L.S. 7979



Cc Dan Tapella CPM - Pacific Realty Associates, LLP

EXHIBIT 1

Legal Description and Diagram depicting
water and sewer easements to be vacated
(superseded by relocation)

EXHIBIT

LEGAL DESCRIPTION for EASEMENT ABANDONMENT

Easements and Right of Way across that certain real property situated in the Town of Yreka City, County of Siskiyou, State of California, described as follows:

Lots 2, 3 and 4 of Block 1, as shown on the map entitled "Sub-Division of the Frost Tract" for "Morrison and Lash" recorded in Town Map Book 1 at Page 62, Filed May 25, 1915, Siskiyou County records more particularly described as follows:

EASEMENT 1:

A 10 feet wide easement for water transmission facilities and incidental purposes as described in the Deed from Ella M. Burns to the City of Yreka described in the document recorded June 9, 1950 in Volume 260, Page 245 of Official Records, Siskiyou County.

EASEMENT 2:

A 10 feet wide easement for water and sewer transmission facilities and incidental purposes as described in the Deed from Ella M. Burns, Walter F. Peters, and Myron D. Peters to the City of Yreka described in the document recorded July 3, 1958 in Volume 408, Page 44 of Official Records, Siskiyou County.

EASEMENT 3:

A 15 feet wide easement for water transmission facilities and incidental purposes as described in the Deed from Walter F. Peters, and Shirley Ruth Peters to the City of Yreka described in the document recorded July 17, 1968 in Volume 561, Page 583 of Official Records, Siskiyou County.

The above described easements 1, 2, and 3 are shown in EXHIBIT "A" hereto attached.



ACTUAL LOCATION OF UNDER GROUND UTILITIES

EASEMENT 2

10' WIDE UNDERGROUND UTILITY EASEMENT FOR THE CITY OF YREKA PER 408 O.R. 44. TO BE ABANDONED

FOURTH STREET
N 16°37'35" E

EASEMENT 260 OR 245

EASEMENT 1

10' WIDE WATERLINE EASEMENT PER FOR THE CITY OF YREKA PER 260 O.R. 245 TO BE ABANDONED

9 PMB PG. 35

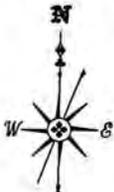
EASEMENT 561 OR 583

EASEMENT 408 OR 44

EASEMENT 3

15' WIDE UNDERGROUND UTILITY EASEMENT FOR THE CITY OF YREKA PER 561 O.R. 583 TO BE ABANDONED

EASEMENTS TO BE ABANDONED
260 O.R. 245, 408 OR 44, & 561 OR 583



SCALE: 1" = 100 Ft.
0 25 50 100

LEGEND:

- BUILDING LINE
- WATER LINE
- SEWER LINE
- UG STORM DRAIN
- EASEMENT LINE
- O/H UTILITY
- SURVEY MONUMENT
- MAN HOLE



Brian Lee Smith
E.C.S ENGINEERS & SURVEYORS, INC.
BRIAN LEE SMITH L.S. 7979
DATE: 6/15/15

EXHIBIT "A"
EASEMENT ABANDONMENT

915 S. MAIN STREET, YREKA CA

FOR: **PacTrust**

PACIFIC REALTY ASSOCIATES, LLP
15350 S.W. SEQUOIA PARKWAY, SUITE 300
PORTLAND, OREGON 97224



Bray & Associates
Civil Engineering & Land Surveying

329 West Miner Street
Yreka, California 96097
brayengineer.com

phone (530) 842-6813
fax (530) 842-6645
email - brayengr@bcglobal.net

2 PMB PG. 64

COFFEE

N 75°30' W, 283.00'

SOUTH MAIN STREET

109.56'

MON.#17

pp-276

191.19'

S 81°32'14"E, 1439.4'
tie to SE corner
Yreka Townsite

EXHIBIT 2

Legal Descriptions and Diagrams depicting water/storm drain and sewer easements to be established (replacement easements)

LEGAL DESCRIPTION

SEWER EASEMENT

10.00 feet wide strip across that certain real property situated in the Town of Yreka City, County of Siskiyou, State of California, said strip being 5.00 feet each side of the following described center line:

Commencing at the Southwest corner of Parcel 1 as shown on that certain Parcel Map for "Thrifty Drug Co." recorded December 10, 1974, Siskiyou County records in Book 2 of Parcel Maps at page 64.

thence along the East Right-of-Way line of Fourth Street S 16°40' W, 32.00 feet to the Point of Beginning of the line to be described;

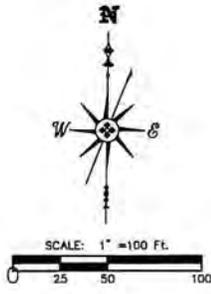
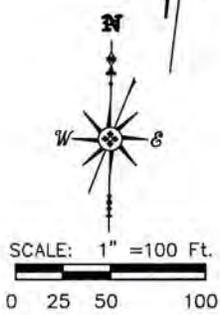
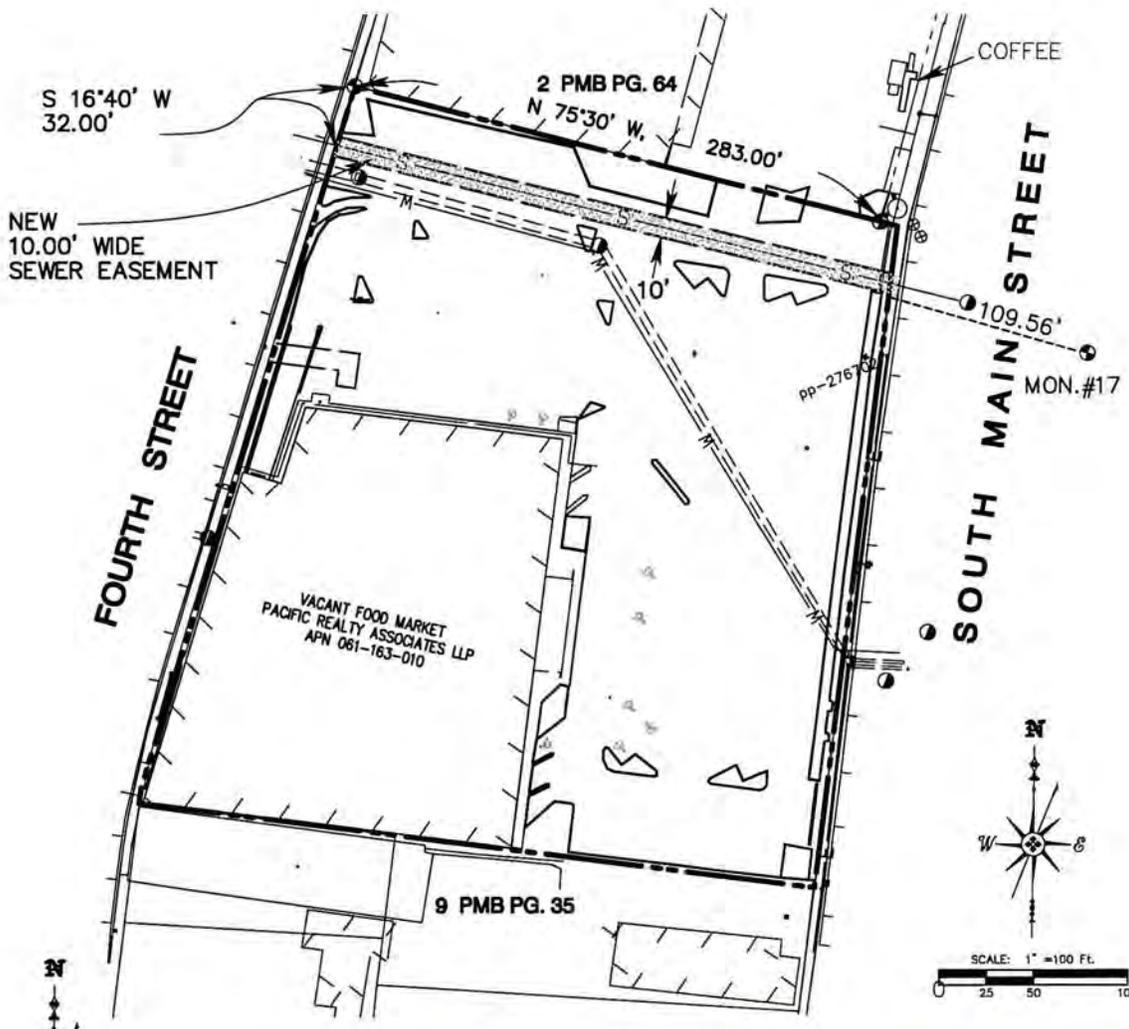
thence S75°54'22"E, 296.91 feet, more or less, to the West line of Main Street and the end of the described line;

Sidelines of said easement to be prolonged or foreshortened to intersect the easterly side of Fourth Street and the westerly side of Main Street.

The above described easement is shown in EXHIBIT "B" hereto attached.

Basis of Bearings for this description are as shown in said Book 2 of Parcel Maps at page 64.





Brian Lee Smith
 E & S ENGINEERS & SURVEYORS, INC.
 BRIAN LEE SMITH L.S. 7979
 DATE: 6/15/15

LEGEND:

-  BUILDING LINE
-  WATER LINE
-  SEWER LINE
-  UG STORM DRAIN
-  EASEMENT LINE
-  O/H UTILITY
-  SURVEY MONUMENT
-  MAN HOLE

EXHIBIT "B"
SEWER LINE
EASEMENT EXHIBIT
 915 S. MAIN STREET, YREKA CA

FOR: **PacTrust**
 PACIFIC REALTY ASSOCIATES, LLP
 15350 S.W. SEQUOIA PARKWAY, SUITE 300
 PORTLAND, OREGON 97224



Bray & Associates
 Civil Engineering & Land Surveying
 329 West Miner Street
 Yreka, California 96097
 brayengineer.com
 phone (530) 842-6813
 fax (530) 842-6645
 email - brayengr@bcglobal.net

LEGAL DESCRIPTION
STORM DRAIN & WATER LINE EASEMENT

20.00 feet wide strip across that certain real property situated in the Town of Yreka City, County of Siskiyou, State of California, said strip being 10.00 feet each side of the following described center line:

Commencing at the Southwest corner of Parcel 1 as shown on that certain Parcel Map for "Thrifty Drug Co." recorded December 10, 1974, Siskiyou County records in Book 2 of Parcel Maps at page 64.

thence along the East Right-of-Way line of Fourth Street S 16°40' W, 45.00 feet to the Point of Beginning of the line to be described;

thence S 74°11'20" E, 146.56 feet;

thence S 30°52'12"E, 248.24 feet, more or less, to the West line of Main Street and the end of the described line;

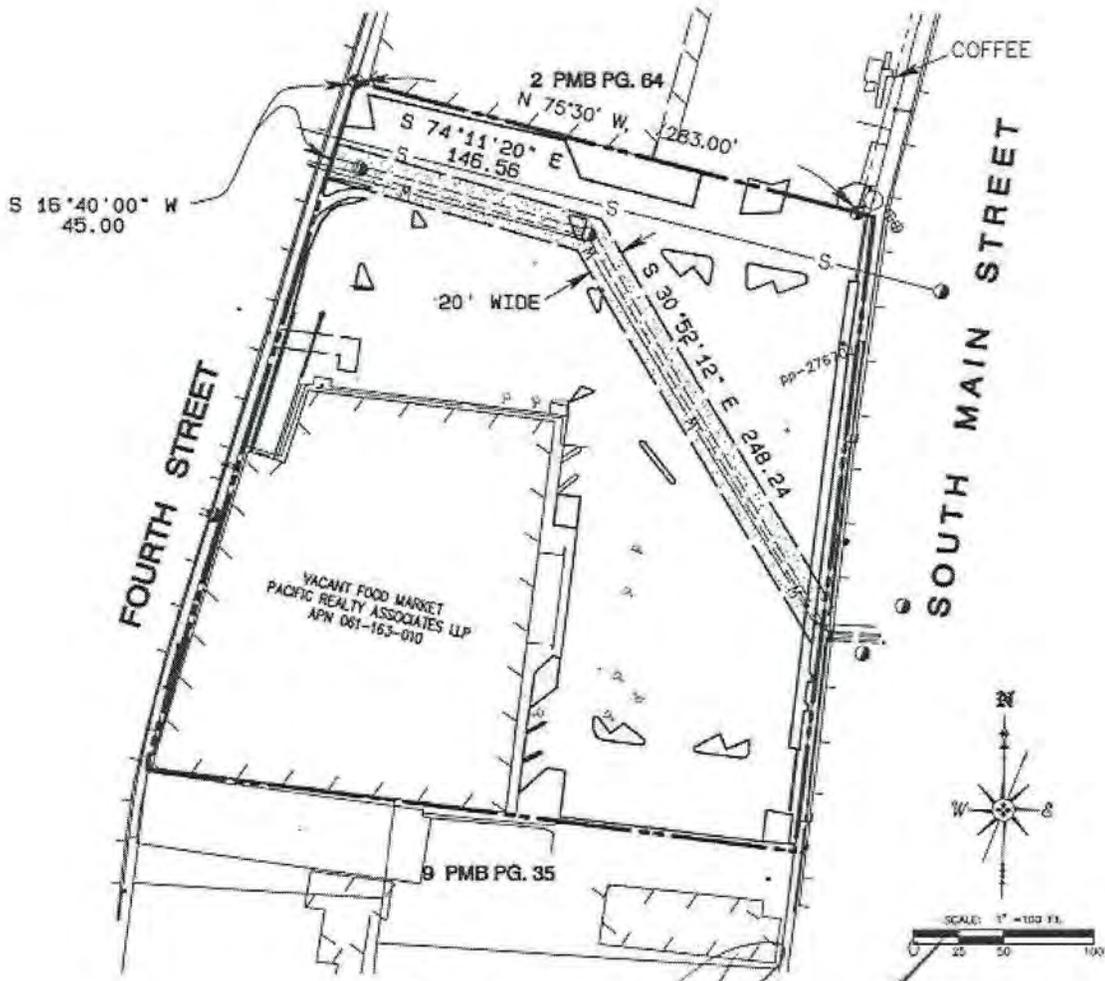
Sidelines of said easement to be prolonged or foreshortened to intersect the easterly side of Fourth Street and the westerly side of Main Street.

The above described easement is shown in EXHIBIT "C" hereto attached.

Basis of Bearings for this description are as shown in said Book 2 of Parcel Maps at page 64.



(6/15/15)



E & S ENGINEERS & SURVEYORS, INC.
 BRIAN LEE SMITH L.S. 7979
 DATE: 8/7/15

LEGEND:

- BUILDING LINE
- WATER LINE
- SEWER LINE
- UG STORM DRAIN
- EASEMENT LINE
- O/H UTILITY
- SURVEY MONUMENT
- MAN HOLE

EXHIBIT "C"
NEW
WATER LINE & STORM DRAIN
EASEMENT EXHIBIT

915 S. MAIN STREET, YREKA CA

FOR: **PacTrust**

PACIFIC REALTY ASSOCIATES, LLP
 15350 S.W. SEQUOIA PARKWAY, SUITE 300
 PORTLAND, OREGON 97224



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phone (530) 842-6813
 fax (530) 842-6645
 email = brayengr@pacglobal.net

EXHIBIT 3

Council Resolution vacating a portion of three easements and accepting three replacement easements

RECORDING REQUESTED BY:
City of Yreka, California

WHEN RECORDED RETURN TO:

CITY CLERK
CITY OF YREKA
701 FOURTH STREET
YREKA, CA 96097

(Space above for recorder's use)

The Undersigned Grantor Declares:
Documentary Transfer Tax \$ -0-
"No Fee Required" (Government Code §§ 8325)
A.P.N.: 061-163-010

RESOLUTION NO. 2015- ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA TO SUMMARILY VACATE THREE EASEMENTS FOR UTILITY PURPOSES ACROSS PROPERTY LOCATED AT 915 S. MAIN STREET AND AUTHORIZE ACCEPTANCE OF NEW EASEMENTS FOR SEWER, WATER, AND STORM DRAINS

WHEREAS, Chapter 4 of the Public Streets, Highways and Service Easements Vacation Law, commencing with Streets and Highways Code section 8330, provides for summary vacation of streets and public services easements; and

WHEREAS, the City of Yreka reserved public service easements for water and wastewater utilities on the property at 915 S. Main St., Yreka, CA as described and shown in the Easement recorded in Volume 408, Page 44 of Official Records, Siskiyou County on July 3, 1958, Volume 260 Page 245 of Official Records, Siskiyou County on June 9, 1950, and Volume 561, Page 583 of Official Records, Siskiyou County on July 17, 1968; and

WHEREAS, Section 8333 of the Streets and Highways Code authorizes the City Council to summarily vacate public service utility easements when the easement has been superseded by relocation and there are no other functioning public facilities located within the easement; and

WHEREAS, the City Council intends to summarily vacate the public utility easement as more particularly described in Exhibit 1 and shown on Exhibit A to Exhibit 1 attached to this Resolution; and

WHEREAS, it is appropriate to establish new easements for water, sewer, and storm drain purposes in accurate and current locations as more particularly described and depicted in Exhibit 2 titled a) Sewer Easement with Exhibit B to Exhibit 2 and b) Water and Storm Drain Easement with Exhibit C to Exhibit 2; and

NOW, THEREFORE, the City Council does hereby RESOLVE as follows:

SECTION 1. The City Council hereby adopts the Report and, based upon the Report and all other evidence submitted, makes the following findings:

1. The water and sewer easements at 915 South Main Street have been superseded by relocation;
2. No functioning public facilities are located within the public utility easements to be vacated; and
3. The public utility easement is not needed for present or prospective public facilities; and

- 4. The public convenience and necessity does not require reservation of any portion of the public utility easement; and
- 5. The Council has considered the Yreka General Plan and ratifies the determination of the Planning Commission that the vacation of the Public utility easement is in conformity with the Yreka General Plan.

SECTION 2. Based upon the findings made in Section 1 of this Resolution and the provisions of Section 8333 of the Streets and Highways Code, the City Council does hereby order that the Public utility easement as described in Exhibit 1 and shown on Exhibit A to Exhibit 1 shall be and hereby is summarily vacated.

SECTION 3. The easement for water, wastewater described in Exhibit A will no longer constitute a public easement from and after the date of recordation of the documents identified in Section 2 of this Resolution; and

SECTION 4. The City Council of the City of Yreka has reviewed and, does hereby find, that accepting easements at 915 S. Main Street easement as described and depicted in Exhibit 2 titled a) Sewer Easement and b) Water and Storm Drain Easement is in the best interests of the City of Yreka, and the City Council hereby accepts easements for water, wastewater and storm drain purposes on behalf of the City of Yreka.

SECTION 5. The Mayor, the City Manager or his designee, the City Clerk and all other proper officers and officials of the City are authorized to execute such agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution.

SECTION 6. The Council finds that summary vacation of the public utility easement and establishment of replacement easements is exempt from review under the California Environmental Act pursuant to Title 14 California Code of Regulations section 15305 as a minor alteration in land use limitations.

Passed and adopted this 19th day of November, 2015, by the following vote:

AYES:
NAYS:
ABSENT:

John Mercier, Mayor

ATTEST:

Elizabeth E. Casson, City Clerk

APPROVED AS TO FORM:

DOHN R. HENION, City Attorney



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Jeannette Hook, Administrative Assistant 
Agenda title: AUTHORIZE A RESOLUTION INCREASING THE BUDGET AUTHORITY FOR THE FOOTHILL DRIVE REHABILITATION PROJECT AND APPROPRIATING ADDITIONAL FUNDS FROM THE ROAD ACCOUNT.
Meeting date: November 19, 2015

Discussion:

When the Foothill Drive Rehabilitation project was awarded in July, there were several unknowns, primarily with respect to the status of the railroad crossings and the permits anticipated from the Public Utilities Commission. At that time, the Council authorized the City Manager to award the work related to the crossing upgrades using a not to exceed estimate of the costs.

The upgrade of the two railroad crossings has proven to be significantly more challenging than expected. The crossings were satisfactory for the railroad's operations, but the bicycle and pedestrian facilities were insufficient for the rehabilitated roadway.

The availability of materials that match the existing rails and crossing panels is very limited. In order to avoid road construction delays, a heavier rail was found to be immediately available. However, the heavier, thicker rail has required numerous field adjustments to match the old and new rail sections to ensure that the railroad is returned to the prior operable condition. Extra costs for the YWRR crossing work, in the approximate amount of \$ 80,000 is necessary. These are eligible costs for the City's STIP road rehabilitation funding. About half of this amount can be paid by contingency funds in the project budget and the City will need to contribute the additional funds.

Fiscal Impact:

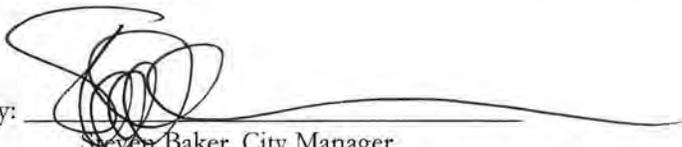
It is necessary for the City to contribute additional project funds in the estimated amount of \$50,000, approximately 2.5% of the overall road construction budget of \$2 million dollars.

Recommendation and Requested Action:

That the City Council authorize a Resolution increasing the budget authority for the Foothill Drive Rehabilitation project and appropriating additional funds from the road account.

Attachment

\\\\Stucebox\Company\Public Works\Capital Projects- JH\STIP\2452 Foothill Dr\Council report and reso.budget increase.Foothill.doc

Approved by: 

Steven Baker, City Manager

RESOLUTION NO. 2015-___

RESOLUTION OF THE CITY OF YREKA INCREASING THE BUDGET AUTHORITY FOR THE FOOTHILL DRIVE REHABILITATION PROJECT AND APPROPRIATING ADDITIONAL FUNDS FROM THE ROAD ACCOUNT.

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

WHEREAS, the City of Yreka applied for State Transportation Improvement Program (STIP) funds from the California Department of Transportation (Caltrans) as authorized by Resolution No. 2728 approved by the City Council on August 21, 2008; and

WHEREAS, the City of Yreka awarded the Foothill Drive Rehabilitation project to Tullis, Inc. of Redding on July 16, 2015 for the total amount of \$1,909,372; and

WHEREAS, by Resolution 2015-025, the City Council also authorized the City Manager to issue Change Orders up to 10% of the total roadwork contract and other contract adjustments related to the railroad crossings up to \$289,000 without additional Council approval; and

WHEREAS, Tullis, Inc. started work on August 28, 2015 and has moved expeditiously through the project to complete the project before the winter weather; and

WHEREAS, the complexity of the coordination with the railroad for the crossing improvements required the City to expend funds totaling \$366,000 in order to complete the railroad crossing work in a timely manner and avoid delays for the road improvement work; and

WHEREAS, the total construction costs are now finalized and the total cost exceed the budget by \$52,500.

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

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

Section 2. The City Council finds that the City Manager has acted within the intent of Resolution 2015-025 and ratifies the decisions made in the interest of timely completion of the project for the community.

Section 3. The authority of the City Manager, the City Clerk and all other proper officers and officials of the City to negotiate and execute change orders and amendments is increased to a total of 12% of the initial road construction contract.

Section 4. The authority of the City Manager, the City Clerk and all other proper officers and officials of the City to negotiate and execute change orders and agreements related to the railroad crossings is increased to a total of \$366,000.

Section 5. The Finance Department is authorized to appropriate additional funds in the estimated amount of \$52,500 from street funds to the Foothill Drive project account.

Section 6. It is further resolved, if any section, subsection, part, clause, sentence or phrase of this Resolution or the application thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, the validity of the remaining portions of this Resolution, the application thereof, shall not be effected thereby but shall remain in full force and effect, it being the intention of the City Council to adopt each and every section, subsection, part, clause, sentence phrase regardless of whether any other section, subsection, part, clause, sentence or phrase or the application thereof is held to be invalid or unconstitutional.

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

Passed and adopted this 19th day of November, 2015 by the following vote:

AYES:
NAYS:
ABSENT:

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: Rhetta Hogan
Agenda title: Governmental Accounting Standards Board issues Statement No. 68 Accounting and Financial Reporting for Pensions which revises how government agencies (1) accounts for pension related costs and (2) report these costs and associated liabilities in the annual financial statement.
Meeting date: November 19, 2015

Discussion:

In June 2012, the Governmental Accounting Standards Board issues Statement No. 68 Accounting and Financial Reporting for Pensions which revises how government agencies (1) accounts for pension related costs and (2) report these costs and associated liabilities in the annual financial statement. The new reporting standards is effect for fiscal years beginning after June 14, 2014 – and the 2014-15 fiscal year for the City of Yreka.

Prior to GASB 68, governmental agencies were only required to report a liability for their pension plan(s) in the financial statements if they did not pay the annual required contribution or ARC for their pension plan to the trustee each years. *This can be thought of much like a home mortgage. As long as the monthly mortgage payment is paid, there is no liability to report in the financial statement.*

Now, under GASB68, government agencies are required to record the unfunded pension liability in the financial statements. *In the home mortgage example, this equates to showing the outstanding mortgage balance (less any funds specially set aside to pay the mortgage) in the financial statement.* This difference in reporting requirements is being referred to as the “divorce” between the accounting for and the funding of pension plans as this new requirement is just for reporting purposes and does not impact the required annual funding of the plans. Under the old rules, as long as the ARC was paid annually, there was not a liability to report. Now most plans will have a liability to report until such time as sufficient assets are set aside to fund the promised benefits.

The current annual actuarial valuations the City receives from CalPERS for its pension plans (miscellaneous and safety PEPRA, miscellaneous and safety pre-PEPRA) are designed to determine the annual contribution required to ensure that there are sufficient assets in the plan or projected come into the plan to pay the benefits promised to all current employees and retirees until there are no more surviving beneficiaries of the plan.

Under GASB 68, similar actuarial calculations are required, but some of the assumptions and methodologies allowed under GASB68 differ from those used to calculate the ARC.

In June of 2015, the City ordered (\$850 each or \$3,400) the required GASB68 actuarial reports and received the results in September. As part of its annual audit and preparation of financial statements, GASB 68 is incorporated into the government-wide statements⁽¹⁾

(1) Government-wide disclosures are pursuant to GASB34, implemented in 2003-04)

Other Post-Employment Benefits (OPEB) ⁽²⁾

The pension obligation disclosure is similar in concept to the Other Post-Employment Benefits or OPEB disclosure to the government wide statement that were implemented in 2009-10 for the City. These benefits use actuarial projection for the obligation (present value of future liability) for the City's share of retiree healthcare cost pursuant to the Public Employees Medical and Healthcare Act or PEMHCA agreement entered into by the City and CalPERS for healthcare coverage for its employees. In this plan the City is required to pay a minimum employer contribution (MEC) for each annuitant that retires from the City and is receiving healthcare coverage through the CalPERS plans. Every retiree also reserves the right to add coverage during each open enrollment period, so that the actuarial valuation

(2) Other Post-Employment Benefits (OPEB) disclosures are pursuant to GASB45, implemented 2009-10.

Next Steps:

Now that the City from its actuarial reports measurable valuation of the employer obligations to employees, funding these will become integral in discussion for the City's strategic plan along with infrastructure funding.

At present, the City is effectively "financing" its pension obligations through CalPERS at its reinvestment rate or discount rate of 7.5%. This rate is far higher than 30-year government bond is yielding. Many cities are evaluating and covering their obligation through pension bonds or disciplined payment plan option available from CalPERS.

The OPEB funding is presently on a pay as you go payment. At some point, that option will not be financial sustainable and the City will need to evaluate funding strategies or disinvestment from CalPERS for health insurance. Each OPEB option considered will need careful evaluation, buy-in from employee units and as a small employer, cost effective alternatives for the City are limited.

Fiscal Impact:

Staff and or consulting resources as needed

Recommendation and Requested Action:

None

Approved by: _____


Steven Baker, City Manager

City of Yreka
Statement of Net Position
June 30, 2015

	Governmental Activities	Business-type Activities	Total
ASSETS			
Current assets:			
Cash and investments	\$ 5,504,623	\$ 9,729,947	\$ 15,234,570
Receivables (net of allowances, where applicable)			
Trade accounts	-	499,886	499,886
Loans	586,717	-	586,717
Intergovernmental	1,091,806	4,580	1,096,386
Accounts	155,965	-	155,965
Taxes	482,631	-	482,631
Interest	3,868	-	3,868
Total current assets	<u>7,825,610</u>	<u>10,234,413</u>	<u>18,060,023</u>
Restricted assets:			
Cash and investments	<u>631,285</u>	<u>300,000</u>	<u>931,285</u>
Capital assets:			
Non-depreciable	5,365,132	6,468,486	11,833,618
Depreciable, net	<u>15,159,277</u>	<u>20,390,211</u>	<u>35,549,488</u>
Total capital assets	<u>20,524,409</u>	<u>26,858,697</u>	<u>47,383,106</u>
Total assets	<u>28,981,304</u>	<u>37,393,110</u>	<u>66,374,414</u>
LIABILITIES			
Current liabilities:			
Accounts payable	96,862	533,158	630,020
Construction retention payable	-	126,946	126,946
Payroll payable	140,324	-	140,324
Grant advances	7,433	-	7,433
Current portion of long-term debt	187,878	237,094	424,972
Current portion of compensated absences	180,000	30,000	210,000
Total current liabilities	<u>612,497</u>	<u>927,198</u>	<u>1,539,695</u>
Long-term liabilities:			
Long-term debt, net of current portion	2,195,520	10,571,971	12,767,491
Compensated absences	33,322	8,792	42,114
Pension Liability	3,930,391	1,050,802	4,981,193
OPEB Liability	282,418	139,101	421,519
Total long-term liabilities	<u>6,441,651</u>	<u>11,770,666</u>	<u>18,212,317</u>
Total liabilities	<u>7,054,148</u>	<u>12,697,864</u>	<u>19,752,012</u>
DEFERRED OUTFLOWS			
Deferred Outflows			
Pension related deferred outflows	<u>1,023,792</u>	<u>318,749</u>	<u>1,342,541</u>
Total deferred outflows	<u>1,023,792</u>	<u>318,749</u>	<u>1,342,541</u>
NET POSITION			
Invested in capital assets, net of related debt	20,057,266	16,049,632	36,106,898
Restricted, expendable	1,786,911	300,000	2,086,911
Unrestricted	<u>(940,813)</u>	<u>8,026,865</u>	<u>7,086,052</u>
Total net position	<u>\$ 20,903,364</u>	<u>\$ 24,376,497</u>	<u>\$ 45,279,861</u>

The accompanying notes are an integral part of these financial statements.

City of Yreka
Statement of Activities
Year Ended June 30, 2015

	Program Revenues			Net (Expense) Revenues and Changes in Net Position		
	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
Governmental activities:						
General government	\$ 741,430	\$ -	\$ -	\$ (263,291)	\$ -	\$ (263,291)
Planning and development	488,565	9,896	-	(340,648)	-	(340,648)
Parks and recreation	531,315	-	1,167,322	677,323	-	677,323
Public works administration	29,870	-	-	(28,070)	-	(28,070)
Public works maintenance	169,732	100	-	(169,632)	-	(169,632)
Police protection	2,456,805	218,510	-	(2,092,643)	-	(2,092,643)
Fire protection	436,202	14,451	-	(89,049)	-	(89,049)
Streets and sidewalks	1,234,119	320,657	373,967	(504,589)	-	(504,589)
Public transportation	167,376	167,376	-	-	-	-
Total governmental activities	<u>6,255,414</u>	<u>1,172,636</u>	<u>1,541,289</u>	<u>(2,810,599)</u>	<u>-</u>	<u>(2,810,599)</u>
Business-type activities:						
Sewer	1,739,237	-	9,390	-	704,032	704,032
Water	2,018,582	-	3,012	-	652,717	652,717
Total business-type activities	<u>3,757,819</u>	<u>-</u>	<u>12,402</u>	<u>-</u>	<u>1,356,749</u>	<u>1,356,749</u>
Total primary government	<u>\$ 10,013,233</u>	<u>\$ 730,890</u>	<u>\$ 1,553,691</u>	<u>(2,810,599)</u>	<u>1,356,749</u>	<u>(1,453,850)</u>
General revenues:						
Taxes:						
Property				1,544,145	-	1,544,145
Sales and use				1,968,005	-	1,968,005
Other (including motor vehicle license fees)				1,059,293	-	1,059,293
Investment earnings				20,069	24,616	44,685
Gain (loss) on disposal of capital assets				17,500	-	17,500
Transfers				(37,992)	37,992	-
Total general revenues and transfers				<u>4,571,020</u>	<u>62,608</u>	<u>4,633,628</u>
Change in net position				<u>1,760,421</u>	<u>1,419,357</u>	<u>3,179,778</u>
Net position, beginning as previously reported				<u>24,129,192</u>	<u>24,331,895</u>	<u>48,461,087</u>
Prior period adjustment				<u>(4,986,249)</u>	<u>(1,374,755)</u>	<u>(6,361,004)</u>
Net position, beginning				<u>19,142,943</u>	<u>22,957,140</u>	<u>42,100,083</u>
Net position, ending				<u>\$ 20,903,364</u>	<u>\$ 24,376,497</u>	<u>\$ 45,279,861</u>

The accompanying notes are an integral part of these financial statements.

City of Yreka, California
Notes to Basic Financial Statement
June 30, 2015

NOTE 7 PENSION PLANS

A. General Information about the Pension Plans

Plan Descriptions – All qualified permanent and probationary employees are eligible to participate in the Local Government's separate Safety (police and fire) and Miscellaneous (all other) Employee Pension Plans, cost-sharing multiple employer defined benefit pension plans administered by the California Public Employees' Retirement System (CalPERS). Benefit provisions under the Plans are established by State statute and Local Government resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided – CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

Funding Policy –The passage of California State Assembly Bill 340 created the Public Employees' Pension Reform Act (PEPRA). PEPRA implemented new benefit formulas and final compensation period, as well as new contribution requirements for new employees hired on or after January 1, 2013 who meet the definition of a new member as per PEPRA. Employees enrolled in the Plan prior to January 1, 2013, are now referred to as Classic Plan members. Under PEPRA formula the City is required to contribute the actuarially determined remaining amounts necessary to fund the benefits for its members. The actuarial methods and assumptions used are those adopted by the CalPERS Board of Administration. The contribution requirements of the plan members are established by State statute and the employer contribution rate is established and may be amended by CalPERS

The Plans' provisions and benefits in effect at June 30, 2015, are summarized as follows:

	<u>Miscellaneous</u>	
	Prior to January 1, 2013	On or after January 1, 2013
Hire date		
Benefit formula	2.0% @ 55	2% @ 62
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	55	52 - 67
Monthly benefits, as a % of eligible compensation	2.0% to 2.5%	1.0% to 2.5%
Required employee contribution rates 2014-15	7.000%	6.250%
Required employer contribution rates 2014-15	11.032%	6.250%
	<u>Safety</u>	
	Prior to January 1, 2013	On or after January 1, 2013
Hire date		
Benefit formula	2% @ 50	2% @ 57
Benefit vesting schedule	5 years service	5 years service
Benefit payments	monthly for life	monthly for life
Retirement age	50	50 - 57
Monthly benefits, as a % of eligible compensation	2.00%	2.0% to 2.7%
Required employee contribution rates 2014-15	9.000%	11.500%
Required employer contribution rates 2014-15	20.083%	11.500%

City of Yreka, California
Notes to Basic Financial Statement
June 30, 2015

NOTE 7 PENSION PLANS (continued)

Contributions – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The Local Government is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the year ended June 30, 2015, the contributions recognized as part of pension expense for each Plan were as follows:

	Miscellaneous	Safety
Contributions - employer	\$ 176,900	\$ 189,164
Contributions - employee (paid by employer) ⁽¹⁾	11,644	-

(1) In 2014-15 all employee contributions paid by the employee were eliminated

B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2015, the Local Government reported net pension liabilities for its proportionate shares of the net pension liability of each Plan as follows:

	Proportionate Share of Net Pension Liability
Miscellaneous	\$ 3,002,292
Safety	1,978,901
Total Net Pension Liability	\$ 4,981,193

The Local Government's net pension liability for each Plan is measured as the proportionate share of the net pension liability. The net pension liability of each of the Plans is measured as of June 30, 2014, and the total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2013 rolled forward to June 30, 2014 using standard update procedures. The Local Government's proportion of the net pension liability was based on a projection of the Local Government's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The Local Government's proportionate share of the net pension liability for each Plan as of June 30, 2013 and 2014 was as follows:

	Miscellaneous Classic	Miscellaneous PEPRA
Proportion - June 30, 2014	0.04824%	0.00001%
	Safety Classic	Safety PEPRA
Proportion - June 30, 2014	0.03180%	0.00000%

City of Yreka, California
Notes to Basic Financial Statement
June 30, 2015

NOTE 7 PENSION PLANS (continued)

For the year ended June 30, 2015, the Local Government recognized pension expense of \$402,763. At June 30, 2015, the Local Government reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 366,064	\$ -
Differences between actual and expected experience	7,162	288,243
Changes in assumptions	-	-
Change in employer's proportion and differences between the employer's contributions	(1,884)	(75,853)
Change in employer's proportion and differences between the employer's proportionate share of contributions	110,552	5,641
Net differences between projected and actual earnings on plan investments	-	1,606,404
Total	\$ 481,894	\$ 1,824,435
Net deferred inflows		\$ 1,342,541

\$366,064 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended	30-Jun	
2016	\$	438,101
2017		445,597
2018		460,775
2019		-
2020		-
Thereafter		

City of Yreka, California
Notes to Basic Financial Statement
June 30, 2015

NOTE 7 PENSION PLANS (continued)

Actuarial Assumptions – The total pension liabilities in the June 30, 2013 actuarial valuations were determined for Miscellaneous Classic and PEPRA, and Safety Classic and PEPRA plans using the following actuarial assumptions:

	<u>Miscellaneous</u>	<u>Safety</u>
Valuation Date	30-Jun-13	30-Jun-13
Measurement Date	30-Jun-14	30-Jun-14
Actuarial Cost Method	Entry-Age Normal Cost Method	
Actuarial Assumptions:		
Discount Rate	7.50%	7.50%
Inflation	2.75%	2.75%
Payroll Growth	3.00%	3.00%
Projected Salary Increase	3.3% - 14.2% (1)	3.3% - 14.2% (1)
Investment Rate of Return	7.5% (2)	7.5% (2)
Mortality	20	20

(1) Depending on age, service and type of employment

(2) Net of pension plan investment expenses, including inflation

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2013 valuation were based on the results of a January 2014 actuarial experience study for the period 1997 to 2011. Further details of the Experience Study can be found on the CalPERS website.

Discount Rate – The discount rate used to measure the total pension liability was 7.50% for each Plan. To determine whether the municipal bond rate should be used in the calculation of a discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 7.50 percent discount rate is adequate and the use of the municipal bond rate calculation is not necessary. The long term expected discount rate of 7.50 percent will be applied to all plans in the Public Employees Retirement Fund (PERF). The stress test results are presented in a detailed report that can be obtained from the CalPERS website.

According to Paragraph 30 of Statement 68, the long-term discount rate should be determined without reduction for pension plan administrative expense. The 7.50 percent investment return assumption used in this accounting valuation is net of administrative expenses. Administrative expenses are assumed to be 15 basis points. An investment return excluding administrative expenses would have been 7.65 percent. Using this lower discount rate has resulted in a slightly higher Total Pension Liability and Net Pension Liability. CalPERS checked the materiality threshold for the difference in calculation and did not find it to be a material difference.

CalPERS is scheduled to review all actuarial assumptions as part of its regular Asset Liability Management (ALM) review cycle that is scheduled to be completed in February 2018. Any changes to the discount rate will require Board action and proper stakeholder outreach. For these reasons, CalPERS expects to continue using a discount rate net of administrative expenses for GASB 67 and 68 calculations through at least the 2017-18 fiscal year.

City of Yreka, California
Notes to Basic Financial Statement
June 30, 2015

NOTE 7 PENSION PLANS (continued)

CalPERS will continue to check the materiality of the difference in calculation until such time as we have changed our methodology.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

Asset Class	New Strategic Allocation	Real Return Years 1 - 10(a)	Real Return Years 11+(b)
Global Equity	47.00%	5.25%	5.71%
Global Fixed Income	19.00%	0.99%	2.43%
Inflation Sensitive	6.00%	0.45%	3.36%
Private Equity	12.00%	6.83%	6.95%
Real Estate	11.00%	4.50%	5.13%
Infrastructure and Forestland	3.00%	4.50%	5.09%
Liquidity	2.00%	-0.55%	-1.05%
Total	100%		

(a) An expected inflation of 2.5% used for this period.

(b) An expected inflation of 3.0% used for this period.

City of Yreka, California
Notes to Basic Financial Statement
June 30, 2015

NOTE 7 PENSION PLANS (continued)

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the Local Government’s proportionate share of the net pension liability for each Plan, calculated using the discount rate for each Plan, as well as what the Local Government’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

Classic Plans	Miscellaneous	Safety
1% Decrease	6.50%	6.50%
Net Pension Liability	\$ 5,348,415	\$ 3,405,412
Current Discount Rate	7.50%	7.50%
Net Pension Liability	\$ 3,001,876	\$ 1,978,889
1% Increase	8.50%	8.50%
Net Pension Liability	\$ 1,054,471	\$ 803,496
PEPRA Plans	Miscellaneous	Safety
1% Decrease	6.50%	6.50%
Net Pension Liability	\$ 740	\$ 20
Current Discount Rate	7.50%	7.50%
Net Pension Liability	\$ 416	\$ 12
1% Increase	8.50%	8.50%
Net Pension Liability	\$ 146	\$ 5

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Pension Plan Fiduciary Net Position – Detailed information about each pension plan’s fiduciary net position is available in the separately issued CalPERS financial reports. *[If significant changes have occurred that indicate that the disclosures included in the pension plan’s financial report generally did not reflect the facts and circumstances at the measurement date, additional information should be disclosed, as required by paragraph 79 of Statement 68.]*

E. Payable to the Pension Plan

At June 30, 2015, the Local Government reported a payable of \$18,788 for the outstanding amount of contributions to the pension plan required for the year ended June 30, 2015. *[Discuss any other liabilities, if applicable, as required by paragraph 122 of Statement 68]*

City of Yreka, California
Notes to Basic Financial Statement
June 30, 2015

NOTE 8 – OTHER EMPLOYMENT AND POST-EMPLOYMENT BENEFITS (OPEB)

Plan description- The Plan is a single-employer defined benefit OPEB plan. The City of Yreka provides medical coverage to employees through its participation in the California Public Employees Retirement System (CalPERS) medical program. The City administers a Section 125 Cafeteria Plan by which active employees may fund participation in the CalPERS medical program. Retirees are provided continuing medical coverage through the same program. Retirees may elect to continue to participate in the program, and the City contributes the CalPERS defined minimum contribution for retirees.

The eligibility requirements are:

- Must retire within 120 days of separation and receive a retirement allowance from CalPERS.
- Must be enrolled in a CalPERS health plan at retirement, or enroll in a plan within 60 days of retirement or at any annual open enrollment period; and
- Must meet any other requirements of CalPERS for participation in a health plan.

Funding Policy- The minimum contribution requirements for the City are set in the Public Employees' Medical and Hospital Care Act. The balance of the premiums are paid by the employee or retiree through deductions from Cafeteria Plan allowance, salary, or retirement allowances. In fiscal year 2015, the City contributed \$17,518 to the plan for retirees.

Annual OPEB Cost and Net OPEB Obligation- The City's annual other postemployment benefit (OPEB) cost (expense) is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years. The following table shows the components of the City's annual OPEB cost not to exceed thirty years. The following table shows the components of the City's annual OPEB cost for the year, the amount actually contributed to the plan, and the changes in the City's net OPEB obligation.

Annual Required Contribution (ARC)		\$	98,622
Interest on Net OPEB Obligation			13,642
Adjustment to ARC			(15,454)
Annual OPEB Cost			96,810
Contributions made in fiscal year 2015			(17,518)
Increase in net OPEB obligation			79,292
Net OPEB obligation, beginning of year			342,227
Net OPEB obligation, end of year			<u>\$ 421,519</u>

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for 2015 were as follows:

Fiscal Year Ending	Annual OPEB Cost	Actual Contribution Made	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
2010	\$ 72,048	8,797	12.21%	\$ 63,251
2011	77,252	11,502	14.89%	129,001
2012	82,626	12,510	15.14%	199,117
2013	85,922	15,895	18.50%	269,144
2014	91,283	18,200	19.94%	342,227
2015	96,810	17,518	18.10%	421,519

City of Yreka, California
Notes to Basic Financial Statement
June 30, 2015

NOTE 8 – OTHER EMPLOYMENT AND POST-EMPLOYMENT BENEFITS (continued)

Funded Status and Funding Progress- As part of the June 30, 2013 report, the most recent actuarial valuation date; the actuarial accrued liability on pay as you go basis on June 30, 2015 was \$1,099,065. The covered payroll (annual payroll of active employees covered by the plan) on June 30, 2015 was \$2,523,464 and the ratio of the unfunded actuarial accrued liability to the covered payroll was 43.55%.

The projection of future benefit payments for an ongoing plan involves estimates of the value of reported amounts and assumptions of the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the program and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplemental information following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits (only on year presented in this year of implementation).

Methods and Assumptions- Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing the benefit costs between the employer and plan members to that point. The methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the June 30, 2015 actuarial valuation, the Entry Age Normal Cost, Level Percent of Pay actuarial method was used. The actuarial assumptions included a 4.00 percent investment rate of return (discount rate). Unfunded accrued actuarial liabilities are amortized to produce payments which are a level percentage of payroll over a 30-year period.

The actuarial valuation used the following annual health care cost trend rate assumptions;

Actual Trend		Projected Trend	
Year	Rate	Year	Rate
2010	3.20%	2015	2.40%
2011	3.40%	2016	4.50%
2012	3.00%	2017	4.50%
2013	3.70%	2018	4.50%
2014	2.50%	2019 & later	4.50%

At present, the City is on a pay as you go funding model and the table below reflects the funding progress;

Schedule of Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) (b)	Unfunded AAL (UAAL) (b) - (a)	Funded Ratio (a / b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll [(b - a) / c]
6/30/2010	\$ -	\$ 729,259	\$ 729,259	-	\$2,696,496	27.04%
6/30/2013	-	954,494	954,494	-	2,367,102	40.32%
6/30/2014	-	1,026,274	1,026,274	-	2,444,033	41.99%
6/30/2015	-	1,099,065	1,099,065	-	2,523,464	43.55%

CITY OF YREKA
TREASURER'S REPORT TO THE CITY COUNCIL
Sep-2015

Fund Type	Fund	Fund Description	Previous Balance	Receipts / Debits	Disbursements / Credits	Cash Balance by Fund	
General-Unrestricted	01	General Operating	\$ 2,586,726.88	\$ 369,488.48	\$ 365,013.74	\$ 2,591,201.62	
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	01	Baker Tract/Lucas	-	-	-	0.00	
General-Designated	02	Gifts Donations	5,844.83	-	-	5,844.83	
General-Designated	02	K-9 Unit	11,565.53	-	-	11,565.53	
General-Designated	02	YPD Donated - Hiltson	5,649.06	-	-	5,649.06	
General-Designated	02	YPD Donated - Travellers	2,173.38	-	-	2,173.38	
General-Designated	02	YPD Donated - Teen Fund	3,151.59	-	-	3,151.59	
General-Designated	02	Greenhorn Park Redevelopment	-	-	-	0.00	
General-Designated	03	YVFD Volunter Fund	60,939.35	726.80	-	61,666.15	
General-Restricted	04	Crandell Cash	626,562.99	2,244.98	-	628,807.97	
General-Restricted	04	Morgan Stanely SmithBarney-Crandall	-	-	-	0.00	
General-Designated	08	Grant Projects Reserve	804,930.24	7,688.16	15,376.32	797,242.08	
General-Designated	08	PERS Pension Liability Reserve	(203,713.66)	7,688.16	-	(196,025.50)	
General-Designated	09	Reserves for Cap. Outlay	564,070.67	-	-	564,070.67	
General-Designated	10	Capital Outlay	52,066.73	-	2,934.56	49,132.17	General - All
General-Designated	11	Capital Building Project - YPD	936,957.66	500.00	40.62	937,417.04	\$ 5,622,354.97
Spec. Rev. -Streets	20	Road and Street Funds including HUTA	(37,812.23)	17,772.81	27,121.56	(47,160.98)	
Spec. Rev. -Streets	21	Local Transportation	316,654.69	22,878.82	-	339,533.51	Streets
Spec. Rev. -Streets	24	Fines - Traffic Safety	80,197.19	1,976.12	1,606.54	80,566.77	\$ 372,939.30
Special Revenue	30	Fire Assessment Spec. Rev	134,198.35	20,410.67	10,842.42	143,766.60	
Special Revenue	31	Landfill Access Fee - Debt Service	(103,962.99)	19,842.13	556.91	(84,677.77)	Special Revenues
Special Revenue	32	Developer Impact Fees	243,270.21	-	-	243,270.21	\$ 302,359.04
Special Grants	60	Spec Grants Capital Outlay	(654,208.32)	-	97,201.19	(751,409.51)	Special Grants
Special Grants	65	Community Development Grants	302,429.12	3,808.18	12.57	306,224.73	\$ (445,184.78)
Water Enterprise	70	Water Operating	10,592.03	316,033.74	183,733.84	142,891.93	
Water Enterprise	71	Water Capital Projects	10,344.36	-	27,101.66	(16,757.30)	
Water Enterprise	72	Water Debt Servicing	358,174.82	-	-	358,174.82	
Water Enterprise	72	USDA COPS 2010	200,000.00	-	-	200,000.00	Water Enterprise
Water Enterprise	74	Water Reserves	7,222,169.58	57,565.40	-	7,279,734.98	\$ 7,964,044.43
Sewer Enterprise	80	Sewer Operating	27,768.43	205,045.56	139,581.42	93,232.57	
Sewer Enterprise	81	Sewer Capital Outlay	843,670.67	7,822.15	45,978.43	805,514.39	
Sewer Enterprise	82	Sewer Debt Servicing	9,509.73	-	-	9,509.73	
Sewer Enterprise	82	USDA COPS 2003	100,000.00	-	-	100,000.00	Enterprise-Sewer
Sewer Enterprise	84	Sewer Reserves	2,021,553.21	51,452.54	-	2,073,005.75	\$ 3,081,262.44
Agency	90	Agency - Cash	(31,679.07)	357,428.61	337,627.84	(11,878.30)	Agency- Payroll
COLUMN TOTALS			\$16,670,253.41	\$ 1,470,373.31	\$ 1,254,729.62	\$ 16,885,897.10	\$ 16,885,897.10
BANK RECAPITULATION			PER BANK	Market Value	PER LEDGER		
L.A.I.F. 0.337%			15,605,306.59	15,605,306.59			
Petty Cash Drawers			1,200.00				
YVFD Petty Cash			100.00				
TriCounties YVFD DDA			62,374.25				
Scott Valley Bank - 01036830			3,935.75				
Scott Valley Bank - 01015102			1,246,376.13				
TOTAL PER BANK			16,919,292.72				
ADJUSTMENTS							
Less Outstanding Checks SVB			(36,497.42)				
Less Outstanding Checks TCB			(808.10)				
SVB DDA Interest 9/30 GL 10/3			(67.01)				
OS CC GL 9/29 and 9/30 SVB 10/3			2,197.78				
HUTA ACH 9/30 GL 10/2			(13,690.25)				
PERS Pension SVB 9/30 GL 10/2			17,671.75				
Annuitant Prem and Admin Charges Adj.			15.50				
PERS Health - Sept Adj to Active			(1,296.13)				
ACH UB Paymt SVB 9/8 GL 10/2			(921.74)				
TOTAL PER LEDGER			16,885,897.10		16,885,897.10		

JRH
Rhett Hogan, City Treasurer

John Mercier, City Mayor

QUARTERLY TREASURER'S INVESTMENT REPORT

September 30, 2015

<u>Settlement Date</u>	<u>Investment</u>	<u>Account Number</u>	<u>Par. Amount</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Market Value %</u>
Government Bonds								
None								
Certificates of Deposit								
None								
Cash and Equivalents								
9/30/2015	CASH / COUPON & MATURITY PAYMENTS (cash in transit)	875-03646-17 500	\$0.00	\$0.00	\$0.00	0.000	NONE	N/A
9/30/2015	LOCAL AGENCY INVESTMENT FUND ***	98-47-996	\$15,605,306.59	\$15,605,306.59	\$15,605,306.59	0.3370	NONE	100.00%
9/30/2015	SCOTT VALLEY BANK-CHECKING	0001015102	\$1,246,376.13	\$1,246,376.13	\$1,246,376.13	0.0700	NONE	100.00%
9/30/2015	SCOTT VALLEY BANK-ZBA	0001036830	\$3,935.75	\$3,935.75	\$3,935.75	0.0000	NONE	100.00%
9/30/2015	TRI-COUNTIES BANK (YVFD)	176010540	\$62,374.25	\$62,374.25	\$62,374.25	0.0200	NONE	100.00%
9/30/2015	PETTY CASH ON HAND - CITY DEPARTMENTS		\$1,200.00	\$1,200.00	\$1,200.00		NONE	100.00%
9/30/2015	PETTY CASH ON HAND - YVFD		\$100.00	\$100.00	\$100.00		NONE	100.00%
TOTAL CASH AND INVESTMENTS					\$16,919,292.72	\$16,915,356.97	\$16,915,356.97	

*** See supplemental data on LAIF Investment maturity, investment portfolio mix and yield

The instruments of investments used this quarter are in direct relationship with the City's investment policy. It is the opinion of the Treasurer that the next six (6) months expenditures can be met.

Approved by motion of the Yreka City Council at its meeting held November 19, 2015.


Shella Rhetta Hogan, Treasurer

John Mercier, Mayor



**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
09/30/15	0.35	0.33	210
10/01/15	0.36	0.36	225
10/02/15	0.36	0.36	224
10/03/15	0.36	0.36	224
10/04/15	0.36	0.36	224
10/05/15	0.36	0.36	224
10/06/15	0.36	0.36	221
10/07/15	0.35	0.36	218
10/08/15	0.35	0.36	216
10/09/15	0.36	0.36	218
10/10/15	0.36	0.36	218
10/11/15	0.36	0.36	218
10/12/15	0.36	0.36	215
10/13/15	0.36	0.36	214

*Daily yield does not reflect capital gains or losses

LAIF Performance Report

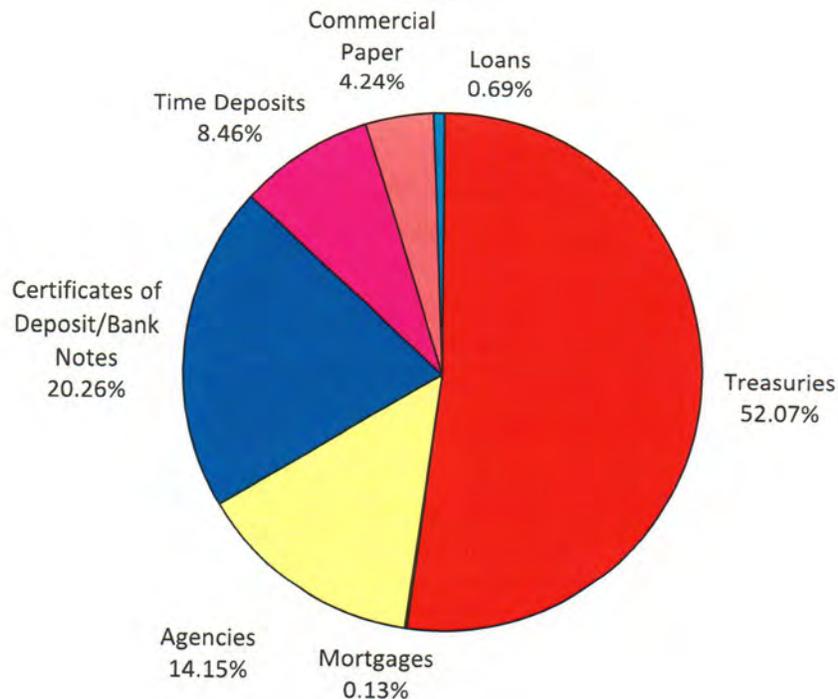
Quarter Ending 09/30/15

Apportionment Rate: 0.32%
 Earnings Ratio: 0.00000875275068308
 Fair Value Factor: 1.000594646
 Daily: 0.35%
 Quarter to Date: 0.33%
 Average Life: 210

PMIA Average Monthly Effective Yields

SEP 2015 0.337%
 AUG 2015 0.330%
 JUL 2015 0.320%

**Pooled Money Investment Account
Portfolio Composition
09/30/15
\$66.5 billion**



**2015-2016 Operating Budget of Revenue and Expenditures
with Actual Results
September 30, 2015**

Fund Analysis		REVENUE			EXPENSE			Excess of Rev over Exp.-Surplus/ (Deficit)		Based on Operating Budget			Current Cash Balance
		Adopted	Operating Budget	Year to Date	Adopted	Operating Budget	Year to Date	Operating Budget	Net Actual Year to Date	Beginning Working Capital	Operating Budget Net Increase / (Decrease)	Ending Working Capital	
Major Grp	Fund												
Investment in LAIF	00	-	-	-	-	-	-	-	-	-	-	-	-
General Operating	01	4,914,225.50	4,545,003.13	400,243.92	4,898,493.61	4,898,493.61	1,123,116.71	(353,490.48)	(722,872.79)	3,486,120.48	(353,490.48)	3,132,630.00	2,751,660.00
General Operating Fund		4,914,225.50	4,545,003.13	400,243.92	4,898,493.61	4,898,493.61	1,123,116.71	(353,490.48)	(722,872.79)	3,486,120.48	(353,490.48)	3,132,630.00	2,751,660.00
Gifts Donations	02	500.00	500.00	400.00	700.00	700.00	(135.03)	(200.00)	535.03	27,849.36	(200.00)	27,649.36	28,384.39
YVFD Volunter Fund	03	11,000.00	11,000.00	103.04	11,000.00	11,000.00	(3,739.98)	-	3,843.02	57,823.13	-	57,823.13	61,666.15
Trusts -Crandell-Stewart	04	6,000.00	(524,777.63)	4,142.87	17,000.00	17,000.00	7,256.74	(541,777.63)	(3,113.87)	629,229.77	(541,777.63)	87,452.14	628,807.97
General Fund Reserves	08	(146,030.50)	(146,030.50)	(20,513.29)	(142,568.75)	(142,568.75)	(21,844.29)	(3,461.75)	1,331.00	599,885.58	(3,461.75)	596,423.83	601,216.58
Reserves for Cap. Outlay	09	100,000.00	100,000.00	-	180,958.35	180,958.35	-	(80,958.35)	-	564,070.67	(80,958.35)	483,112.32	564,070.67
Capital Outlay	10	75,500.00	75,500.00	62,922.73	75,500.00	75,500.00	13,790.56	-	49,132.17	-	-	-	49,132.17
Construction Fund	11	-	900,000.00	2,000.00	-	1,835,354.76	9,455.48	(935,354.76)	(7,455.48)	945,372.52	(935,354.76)	10,017.76	937,417.04
Agency Trust - Cash	90	-	-	-	-	-	5,140.97	-	(5,140.97)	-	-	-	(11,878.30)
General Fund - Restricted or Designated		46,969.50	416,191.87	49,055.35	142,589.60	1,977,944.36	9,924.45	(1,561,752.49)	39,130.90	2,824,231.03	(1,561,752.49)	1,262,478.54	2,858,816.67
Total General Fund		4,961,195.00	4,961,195.00	449,299.27	5,041,083.21	6,876,437.97	1,133,041.16	(1,915,242.97)	(683,741.89)	6,310,351.51	(1,915,242.97)	4,395,108.54	5,610,476.67
Gas Tax & Traffic Cong.	20	406,897.27	406,897.27	17,772.81	624,708.87	624,708.87	64,933.89	(217,811.60)	(47,161.08)	0.10	(217,811.60)	(217,811.50)	(47,160.98)
Local Transportation	21	200,000.00	233,457.00	-	218,828.00	200,657.00	-	32,800.00	-	339,533.51	32,800.00	372,333.51	339,533.51
Fines - Traffic Safety	24	76,208.95	76,208.95	2,126.12	76,208.95	76,208.95	7,888.00	-	(5,761.88)	86,328.65	-	86,328.65	80,566.77
Road, Street & Transit - Restricted		683,106.22	716,563.22	19,898.93	919,745.82	901,574.82	72,821.89	(185,011.60)	(52,922.96)	425,862.26	(185,011.60)	240,850.66	372,939.30
Total Road, Streets and Transit		683,106.22	716,563.22	19,898.93	919,745.82	901,574.82	72,821.89	(185,011.60)	(52,922.96)	425,862.26	(185,011.60)	240,850.66	372,939.30
Fire Assessment Spec. Rev	30	230,750.00	230,750.00	62,104.81	129,727.69	129,727.69	32,248.52	101,022.31	29,856.29	130,603.78	101,022.31	231,626.09	143,766.60
Landfill Access Fee - Debt Service	31	218,000.00	218,000.00	59,095.11	181,224.71	181,224.71	176,369.34	36,775.29	(117,274.23)	54,346.52	36,775.29	91,121.81	(84,677.77)
Developer Impact Fees	32	16,000.00	16,000.00	-	-	-	-	16,000.00	-	243,270.21	16,000.00	259,270.21	243,270.21
Special Revenue - Restricted		464,750.00	464,750.00	121,199.92	310,952.40	310,952.40	208,617.86	153,797.60	(87,417.94)	428,220.51	153,797.60	582,018.11	302,359.04
Total Special Revenue		464,750.00	464,750.00	121,199.92	310,952.40	310,952.40	208,617.86	153,797.60	(87,417.94)	428,220.51	153,797.60	582,018.11	302,359.04
Spec Grants Capital Outlay	60	2,267,393.35	2,815,301.35	29,321.22	2,267,393.35	2,821,281.35	135,495.16	(5,980.00)	(106,173.94)	161,947.96	(5,980.00)	155,967.96	(751,409.51)
Community Development Grants	65	5,700.00	5,700.00	2,295.00	-	-	25.77	5,700.00	2,269.23	299,175.97	5,700.00	304,875.97	306,224.73
Special Grants - Capital Projects		2,273,093.35	2,821,001.35	31,616.22	2,267,393.35	2,821,281.35	135,520.93	(280.00)	(103,904.71)	461,123.93	(280.00)	460,843.93	(445,184.78)
Special Grants - Operating & Capital Projects		2,273,093.35	2,821,001.35	31,616.22	2,267,393.35	2,821,281.35	135,520.93	(280.00)	(103,904.71)	461,123.93	(280.00)	460,843.93	(445,184.78)
Water Operating	70	1,590,366.41	1,590,366.41	663,906.36	1,590,366.41	1,590,366.41	323,975.82	-	339,930.54	-	-	-	142,891.93
Water Capital Projects	71	428,000.00	1,723,000.00	10,856.00	428,000.00	1,723,000.00	27,613.30	-	(16,757.30)	-	-	-	(16,757.30)
Water Debt Servicing	72	263,236.00	263,236.00	-	144,236.00	144,236.00	(36,393.75)	119,000.00	36,393.75	521,781.07	119,000.00	640,781.07	358,174.82
Water Reserves	74	476,897.59	(818,102.41)	186,493.78	-	-	-	(818,102.41)	186,493.78	5,587,286.97	(818,102.41)	4,769,184.56	7,279,734.98
Water Enterprise		2,758,500.00	2,758,500.00	861,256.14	2,162,602.41	3,457,602.41	315,195.37	(699,102.41)	546,060.77	6,109,068.04	(699,102.41)	5,409,965.63	7,764,044.43
Sewer Operating	80	1,632,426.18	1,632,426.18	465,421.37	1,632,426.18	1,632,426.18	221,232.24	-	244,189.13	-	-	-	93,232.57
Sewer Capital Outlay	81	5,428.00	217,428.00	767,533.55	5,428.00	217,428.00	21,721.09	(5,428.00)	(745,812.46)	-	-	-	805,514.39
Sewer Debt Servicing	82	278,605.72	278,605.72	(767,533.55)	284,033.72	284,033.72	(9,509.73)	(5,428.00)	(758,023.82)	100,000.00	(5,428.00)	94,572.00	109,509.73
Sewer Reserves	84	450,540.10	450,540.10	153,844.89	-	-	-	450,540.10	153,844.89	3,153,168.83	450,540.10	3,603,708.93	2,073,005.75
Sewer Enterprise Fund		2,367,000.00	2,579,000.00	619,266.26	1,921,887.90	2,133,887.90	233,443.60	445,112.10	385,822.66	3,253,168.83	445,112.10	3,698,280.93	3,081,262.44
Total Enterprise Funds		5,125,500.00	5,337,500.00	1,480,522.40	4,084,490.31	5,591,490.31	548,638.97	(253,990.31)	931,883.43	9,362,236.87	(253,990.31)	9,108,246.56	10,845,306.87
All Funds Combined		13,507,644.57	14,301,009.57	2,102,536.74	12,623,665.09	16,501,736.85	2,098,640.81	(2,200,727.28)	3,895.93	16,987,795.08	(2,200,727.28)	14,787,067.80	16,685,897.10

Approval: _____ John Mercier, City Mayor

***City of Yreka Financial Statement Groupings
Summary FY 15-16 YTD Fiscal Performance
as of September 30, 2015***



<i>ACCOUNT</i>	<i>DESCRIPTION</i>	<i>Adopted Bdgt</i>	<i>Revised Operating Bdgt</i>	<i>Current Period</i>	<i>Favorable or (Unfavorable)</i>	
1. GENERAL FUNDS						
Revenue						
801	REVENUE: PROP TAXES	961,500.00	961,500.00	1,117.86	-960,382.14	
807	MVLF IN LIEU	540,000.00	540,000.00	0.00	-540,000.00	
810	SALES TAX	1,800,000.00	1,800,000.00	108,800.00	-1,691,200.00	
813	REVENUE: TOT TAXES	625,000.00	625,000.00	179,829.82	-445,170.18	
814	REVENUE: FRANCHISE FEES	265,000.00	265,000.00	0.00	-265,000.00	
815	REVENUE - LICENSES AND PERMITS	157,550.00	157,550.00	21,118.06	-136,431.94	
825	REVENUE - FINES & FORFEITURES	6,500.00	6,500.00	102.33	-6,397.67	
830	REVENUE - USE OF MONEY & PROPERTY	18,300.00	18,300.00	70,786.86	52,486.86	
850	REVENUE - INTERGOVERNMENTAL	126,000.00	126,000.00	0.00	-126,000.00	
870	REVENUE - USER FEES AND CHARGES	66,345.00	66,345.00	14,451.77	-51,893.23	
880	ICA ALLOCATION	325,000.00	325,000.00	60,000.00	-265,000.00	
882	REVENUE - OTHER	70,000.00	70,000.00	-6,907.43	-76,907.43	
898	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	
1. GENERAL FUNDS	Revenue	Totals	4,961,195.00	4,961,195.00	449,299.27	-4,511,895.73
Expense						
100	MAYOR, COUNCIL, CITY MANAGER, CLERK	318,794.84	318,794.84	64,694.05	254,100.79	
110	EXP. GENERAL GOVERNMENT	530,927.50	530,927.50	280,657.33	250,270.17	
200	PUBLIC SAFETY - POLICE	2,403,734.82	2,403,734.82	499,501.28	1,904,233.54	
210	PUBLIC SAFETY - FIRE	314,985.68	314,985.68	29,003.32	285,982.36	

<i>ACCOUNT</i>	<i>DESCRIPTION</i>	<i>Adopted Bdgt</i>	<i>Revised Operating Bdgt</i>	<i>Current Period</i>	<i>Favorable or (Unfavorable)</i>
220	PLANNING AND DEVELOPMENT	450,124.93	450,124.93	128,385.11	321,739.82
300	PUBLIC WORKS - ENGINEERING AND ADMIN	83,488.66	83,488.66	2,678.10	80,810.56
350	PUBLIC WORKS - MECHANICAL MAINTENANCE	203,712.76	203,712.76	24,834.72	178,878.04
370	PUBLIC WORKS - SERVICE CENTER (ELIM)	0.00	0.00	2,038.03	-2,038.03
400	CULTURAL & REC - PARKS AND REC	392,749.45	392,749.45	91,798.60	300,950.85
645	CAPITAL OUTLAY	35,500.00	1,870,854.76	9,450.62	1,861,404.14
760	INTERFUND TRANSFERS	307,064.57	307,064.57	0.00	307,064.57
1. GENERAL FUNDS	Expense Totals	5,041,083.21	6,876,437.97	1,133,041.16	5,743,396.81
1. GENERAL FUNDS	Net Position Change	-79,888.21	-1,915,242.97	-683,741.89	1,231,501.08

<i>ACCOUNT</i>	<i>DESCRIPTION</i>	<i>Adopted Bdgt</i>	<i>Revised Operating Bdgt</i>	<i>Current Period</i>	<i>Favorable or (Unfavorable)</i>	
<i>Summary for 'Auditor Fund' = 1. GENERAL FUNDS (826 detail records)</i>						
2. STREETS FUNDS						
Revenue						
825	REVENUE - FINES & FORFEITURES	25,000.00	25,000.00	2,126.12	-22,873.88	
850	REVENUE - INTERGOVERNMENTAL	432,000.00	465,457.00	14,841.39	-450,615.61	
870	REVENUE - USER FEES AND CHARGES	0.00	0.00	2,931.42	2,931.42	
898	INTERFUND TRANSFERS	226,106.22	226,106.22	0.00	-226,106.22	
2. STREETS FUNDS	Revenue	Totals	683,106.22	716,563.22	19,898.93	-696,664.29
Expense						
300	PUBLIC WORKS - ENGINEERING AND ADMIN	70,953.16	70,953.16	466.27	70,486.89	
310	PUBLIC WORKS - STREET MAINTENANCE	198,591.54	198,591.54	16,754.30	181,837.24	
311	PUBLIC WORKS - STREET SWEEPING	73,877.27	73,877.27	9,405.48	64,471.79	
312	PUBLIC WORKS - STREET LIGHTING	118,336.80	118,336.80	7,399.20	110,937.60	
313	PUBLIC WORKS - WEED CONTROL STREETS	9,549.67	9,549.67	2,286.31	7,263.36	
314	PUBLIC WORKS - PUBLIC PARKING LOTS	1,020.00	1,020.00	0.00	1,020.00	
320	PUBLIC WORKS - TRAFFIC SAFETY	76,208.95	76,208.95	7,888.00	68,320.95	
340	TRANSPORTATION	200,000.00	181,829.00	0.00	181,829.00	
390	PUBLIC WORKS - STORM DRAINS	109,380.43	109,380.43	28,622.33	80,758.10	
645	CAPITAL OUTLAY	43,000.00	43,000.00	0.00	43,000.00	
760	INTERFUND TRANSFERS	18,828.00	18,828.00	0.00	18,828.00	
2. STREETS FUNDS	Expense	Totals	919,745.82	901,574.82	72,821.89	828,752.93
2. STREETS FUNDS	Net Position Change		-236,639.60	-185,011.60	-52,922.96	132,088.64

<i>ACCOUNT</i>	<i>DESCRIPTION</i>	<i>Adopted Bdgt</i>	<i>Revised Operating Bdgt</i>	<i>Current Period</i>	<i>Favorable or (Unfavorable)</i>	
<i>Summary for 'Auditor Fund' = 2. STREETS FUNDS (229 detail records)</i>						
3. SPECIAL REVENUE FUNDS						
Revenue						
<i>811</i>	OTHER TAXES	230,000.00	230,000.00	62,104.81	-167,895.19	
<i>815</i>	REVENUE - LICENSES AND PERMITS	16,000.00	16,000.00	0.00	-16,000.00	
<i>830</i>	REVENUE - USE OF MONEY & PROPERTY	750.00	750.00	0.00	-750.00	
<i>870</i>	REVENUE - USER FEES AND CHARGES	218,000.00	218,000.00	59,095.11	-158,904.89	
3. SPECIAL REVENUE FUNDS	Revenue	Totals	464,750.00	464,750.00	121,199.92	-343,550.08
Expense						
<i>100</i>	COLLECTION EXPENSE	12,436.42	12,436.42	2,738.86	9,697.56	
<i>740</i>	PRINCIPAL ON LT DEBT	187,878.34	187,878.34	100,515.31	87,363.03	
<i>745</i>	INTEREST ON LT DEBT	110,637.64	110,637.64	105,363.69	5,273.95	
3. SPECIAL REVENUE FUNDS	Expense	Totals	310,952.40	310,952.40	208,617.86	102,334.54
3. SPECIAL REVENUE FUNDS	Net Position Change		153,797.60	153,797.60	-87,417.94	-241,215.54

<i>ACCOUNT</i>	<i>DESCRIPTION</i>	<i>Adopted Bdgt</i>	<i>Revised Operating Bdgt</i>	<i>Current Period</i>	<i>Favorable or (Unfavorable)</i>	
<i>Summary for 'Auditor Fund' = 3. SPECIAL REVENUE FUNDS (45 detail records)</i>						
4. CAPITAL & CDBG GRANTS						
Revenue						
830	REVENUE - USE OF MONEY & PROPERTY	5,700.00	5,700.00	2,295.00	-3,405.00	
850	REVENUE - INTERGOVERNMENTAL	2,167,607.00	2,705,515.00	29,321.22	-2,676,193.78	
898	INTERFUND TRANSFERS	99,786.35	109,786.35	0.00	-109,786.35	
4. CAPITAL & CDBG GRANTS	Revenue	Totals	2,273,093.35	2,821,001.35	31,616.22	-2,789,385.13
Expense						
200	PUBLIC SAFETY - POLICE	0.00	21,888.00	21,888.00	0.00	
300	PUBLIC WORKS - ENGINEERING AND ADMIN	13,358.35	13,358.35	826.33	12,532.02	
310	PUBLIC WORKS - STREET MAINTENANCE	6,570.00	6,570.00	2,350.49	4,219.51	
390	PUBLIC WORKS - STORM DRAINS	2,920.00	2,920.00	0.00	2,920.00	
600	COMMUNITY DEVELOPMENT	0.00	0.00	25.77	-25.77	
645	CAPITAL OUTLAY	2,244,545.00	2,776,545.00	110,430.34	2,666,114.66	
4. CAPITAL & CDBG GRANTS	Expense	Totals	2,267,393.35	2,821,281.35	135,520.93	2,685,760.42
4. CAPITAL & CDBG GRANTS	Net Position Change		5,700.00	-280.00	-103,904.71	-103,624.71

<i>ACCOUNT</i>	<i>DESCRIPTION</i>	<i>Adopted Bdgt</i>	<i>Revised Operating Bdgt</i>	<i>Current Period</i>	<i>Favorable or (Unfavorable)</i>	
<i>Summary for 'Auditor Fund' = 4. CAPITAL & CDBG GRANTS (187 detail records)</i>						
5. WATER FUNDS						
Revenue						
830	REVENUE - USE OF MONEY & PROPERTY	15,000.00	15,000.00	0.00	-15,000.00	
870	REVENUE - USER FEES AND CHARGES	2,743,500.00	2,743,500.00	850,400.14	-1,893,099.86	
882	REVENUE - OTHER	0.00	0.00	10,856.00	10,856.00	
898	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	
5. WATER FUNDS	Revenue	Totals	2,758,500.00	2,758,500.00	861,256.14	-1,897,243.86
Expense						
100	COLLECTION EXPENSE	124,620.88	124,620.88	27,630.17	96,990.71	
300	ENGINEERING	100,864.88	100,864.88	579.89	100,284.99	
500	WATER DISTRIBUTION EXPENSE	356,685.30	656,685.30	56,152.23	600,533.07	
510	WATER TREATMENT AND CONSERVATION	575,195.35	575,195.35	145,935.39	429,259.96	
510	COST OF POWER AND WATER	268,000.00	268,000.00	63,678.14	204,321.86	
645	CAPITAL OUTLAY	428,000.00	1,423,000.00	27,613.30	1,395,386.70	
745	INTEREST ON LT DEBT	144,236.00	144,236.00	-36,393.75	180,629.75	
799	ICA EXPENSE	165,000.00	165,000.00	30,000.00	135,000.00	
5. WATER FUNDS	Expense	Totals	2,162,602.41	3,457,602.41	315,195.37	3,142,407.04
5. WATER FUNDS	Net Position Change		595,897.59	-699,102.41	546,060.77	1,245,163.18

<i>ACCOUNT</i>	<i>DESCRIPTION</i>	<i>Adopted Bdgt</i>	<i>Revised Operating Bdgt</i>	<i>Current Period</i>	<i>Favorable or (Unfavorable)</i>	
<i>Summary for 'Auditor Fund' = 5. WATER FUNDS (224 detail records)</i>						
6. SEWER FUNDS						
Revenue						
830	REVENUE - USE OF MONEY & PROPERTY	3,500.00	3,500.00	0.00	-3,500.00	
850	REVENUE - INTERGOVERNMENTAL	0.00	212,000.00	0.00	-212,000.00	
870	REVENUE - USER FEES AND CHARGES	2,363,500.00	2,363,500.00	617,985.18	-1,745,514.82	
882	REVENUE - OTHER	0.00	0.00	1,281.08	1,281.08	
898	INTERFUND TRANSFERS	0.00	0.00	0.00	0.00	
6. SEWER FUNDS	Revenue	Totals	2,367,000.00	2,579,000.00	619,266.26	-1,959,733.74
Expense						
100	COLLECTION EXPENSE	91,803.90	91,803.90	18,732.48	73,071.42	
300	ENGINEERING	69,215.70	69,215.70	1,542.23	67,673.47	
510	COST OF POWER AND WATER	227,000.00	227,000.00	30,912.55	196,087.45	
550	WASTEWATER COLLECTION EXPENSE	362,450.41	574,450.41	24,052.48	550,397.93	
560	WASTEWATER TREATMENT EXPENSE	721,956.17	721,956.17	115,992.50	605,963.67	
645	CAPITAL OUTLAY	5,428.00	5,428.00	21,721.09	-16,293.09	
690	CAPITALIZATION OF ASSETS	0.00	0.00	0.00	0.00	
740	PRINCIPAL ON LT DEBT	72,000.00	72,000.00	0.00	72,000.00	
745	INTEREST ON LT DEBT	212,033.72	212,033.72	-9,509.73	221,543.45	
799	ICA EXPENSE	160,000.00	160,000.00	30,000.00	130,000.00	
6. SEWER FUNDS	Expense	Totals	1,921,887.90	2,133,887.90	233,443.60	1,900,444.30
6. SEWER FUNDS	Net Position Change		445,112.10	445,112.10	385,822.66	-59,289.44

<i>ACCOUNT</i>	<i>DESCRIPTION</i>	<i>Adopted Bdgt</i>	<i>Revised Operating Bdgt</i>	<i>Current Period</i>	<i>Favorable or (Unfavorable)</i>
<i>Summary for 'Auditor Fund' = 6. SEWER FUNDS (215 detail records)</i>					
Grand Total		-883,979.48	2,200,727.28	-3,895.93	-2,204,623.21