

YREKA CITY COUNCIL

AGENDA

November 21, 2013 – 6:30 P.M.

Yreka City Council Chamber 701 Fourth Street, Yreka, CA

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

PLEDGE OF ALLEGIANCE

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

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

1. Discussion/Possible Action - Consent Calendar: All matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion or a member of the audience wishes to comment on an item. The City Manager recommends approval of the following consent calendar items:
 - a. Approval of Minutes of the meeting held November 7, 2013
 - b. Approval/ratification of payments issued from November 8, 2013 through November 21, 2013.
2. Discussion/Possible Action – Approval of appointment of Colin McKee to the Yreka Volunteer Fire Department.
3. Discussion/Possible Action – Consider increasing support to the Red Scarf Society's Fundraising Campaign for the Rehabilitation of the Community Theater Siding.
4. Discussion/Possible Action – Initiate Dissolution of the Joint Authority for the Montague – Yreka Airport.
5. Discussion/Possible Direction to Staff – Request for Waiver of Developer Impact Fees for 311 S. Main Street.
6. Discussion/Possible Action – Adopt Resolution No. 3038 approving execution of the Memorandum of Understanding signed by the Yreka Police Management Association.

7. Discussion/Possible Action – Adopt Ordinance No. 836 An Ordinance of the City Council of the City of Yreka, amending and or repealing certain sections of the Yreka Municipal Code in Chapters: 2.04 Council vacancies, 2.18 City Accounting Officer, 2.24 Public Works Department, 2.44 Mandatory Retirement of City Officers and Employees and 2.56 General Municipal Elections.
8. Discussion/Possible Action – Approve proposal to prepay long-term debt with USDA 2002 Certificates of Participation (COP).
9. Discussion/Possible Action - Approval of Approval of Treasurer’s Report and Operating Budget of Revenue and Expenditures with Actual for the Month of October 2013.

City Manager Report.

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

CLOSED SESSION:

1. Conference with Labor Negotiator Government Code Section 54957.6 (a)
 Agency Negotiators: Steven Baker
 Employee Organizations: Yreka Management Team Association, Confidential Unit, and Yreka City Employees Association.
2. Conference with Real Property Negotiator (Government Code Section 54956.8)
 Property: 1400 Fairlane Road, Yreka, CA
 Third Party Negotiator: Todd Whipple and Stacey R. Whipple Trust
 City Negotiators: City Manager and Chief of Police
 Under Negotiation: Possible acquisition 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: 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 7, 2013

On the 7th day of November 2013, the City Council of the City of Yreka met in the City Council Chambers of said City in regular session, and upon roll call, the following were present: Bryan Foster, Rory McNeil, John Mercier and David Simmen. Absent – Robert Bicego.

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

- a. Approval of Minutes of the meeting held October 17, 2013.
- b. Approval/ratification of payments issued from October 18, 2013 through November 7, 2013.
- c. Approve proposal to change contract providers and authorize the City Manager to execute the necessary agreements for IRS Section 125 Cafeteria Plan with TASC FlexSystem.
- d. Adopt Resolution No. 3036 recognizing the City's Contribution to Employees Healthcare costs through IRS Section 125 Cafeteria Plan.

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

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

Mayor Simmen thereupon declared the motion carried.

Annual Development Impact Fee Report:

- e. Public Hearing – to solicit public comments regarding the City's intention to adopt a Resolution approving updates to the City's Capital Improvement Plan and Development Impact Fee Program.
- f. Discussion/Possible Action – Adopt Resolution No. 3037 approving updates to the City's Capital Improvement Plan and Development Impact Fee Program.

Finance Director Rhetta Hogan reported that Yreka Municipal Code provides for an annual review of the Capital Improvement Plan as well as an annual review of both the City's Development Impact Fee Program and the balance of funds currently maintained in the City's various Development Impact Fee accounts. Finance Director Hogan further reported that the report was made available to the public at City Hall and on the City's website, and that a notice of the public hearing was published in the Siskiyou Daily News inviting public comments.

This being the time and date scheduled for the public hearing, Mayor Simmen opened the public hearing to the audience. There being no statements or comments received, Mayor Simmen closed the public hearing, and opened Council discussion on the proposed Resolution.

Following Council discussion, Councilmember McNeil moved to adopt Resolution No. 3037 as submitted.

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

Mayor Simmen thereupon declared the motion carried.

Introduce Ordinance No. 836 An Ordinance of the City Council of the City of Yreka, amending and or repealing certain sections of the Yreka Municipal Code in Chapters: 2.04 Council vacancies, 2.18 City Accounting Officer, 2.24 Public Works Department, 2.44 Mandatory Retirement of City Officers and Employees and 2.56 General Municipal Elections.

Following the reading of the title of the Ordinance and Council discussion, Councilmember McNeil moved to waive the reading of the body of the Ordinance and to introduce Ordinance No. 836 as submitted.

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

Mayor Simmen thereupon declared the motion carried.

Approval of all checks payable to Siskiyou County Economic Development Council from October 18, 2013 through November 7, 2013.

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

Following Council discussion, Councilmember McNeil moved to approve the warrants as submitted.

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

Mayor Simmen thereupon declared the motion carried.

Councilmember Mercier returned to his seat at the Council table.

City Treasurer's Report: Approval of:

- a) Treasurer's Report to Council and Budget of Revenue and Expenditures with Actuals for the month of September 2013.
- b) Treasurer's Quarterly Report – 3rd Quarter 2013.

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

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

Mayor Simmen thereupon declared the motion carried.

Adopt Resolution No. 3035 approving requests associated with Yreka Chamber of Commerce Special Events to be held on November 30, and December 6, 2013.

Following Council discussion, Councilmember Mercier moved to adopt Resolution No. 3035 as submitted.

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

Mayor Simmen thereupon declared the motion carried.

City Manager Report

Discussion/Direction to Staff – Miner Street Grant Wayfaring Sign Project, and Visitor Information/Downtown Entrance Improvements.

Benjamin Matts, Project Assistant addressed the Council reporting that City staff has been exploring the possibility of a Miner Street Grant Visitor Information and Wayfaring Sign Project as well as other improvements to entrances to Yreka's Historic Downtown, stating that these projects are focused on not only beautifying the entrances to the downtown area, but also to help guide visitors, who are unfamiliar to the area, to parking, and other helpful visitor information.

Following Council discussion, it was the consensus of the Council to direct staff to move forward with the Visitor Information sign proposals and to schedule a Council workshop after the first of the year to continue the discussion.

CLOSED SESSION:

1. Conference with Labor Negotiator Government Code Section 54957.6 (a)
Agency negotiator: Steven Baker
Employee Organizations: Yreka Management Team Association, Confidential Unit, Yreka City Employees Association, and the Yreka Police Administration Unit.
2. Conference with Legal Counsel - Anticipated Litigation
Initiation of litigation pursuant to Subdivision (c) of Section 54956.9 of the Government Code: (Number of cases to be discussed – 1 - The names of the parties are not disclosed as it is believed that that to do so would jeopardize the City's ability to serve process or to conclude existing settlement negotiations to the City's advantage).

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

RETURN TO OPEN SESSION: Upon return to open session, City Manager Baker reported that no reportable action was taken in closed session.

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

Attest:

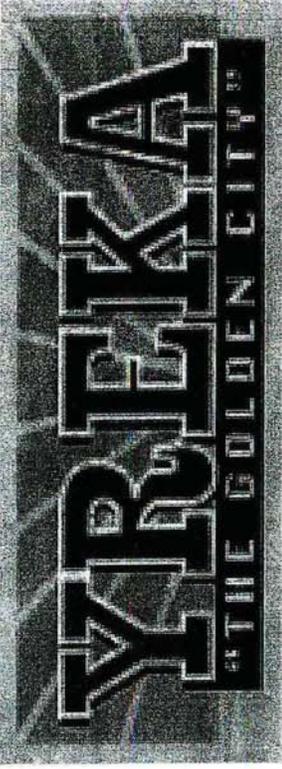
David Simmen, Mayor
Minutes approved by Council
Motion November 21, 2013

Elizabeth E. Casson, City Clerk

Accounts Payable

Void Check Proof List

User: lysandra
 Printed: 11/13/2013 - 2:13PM



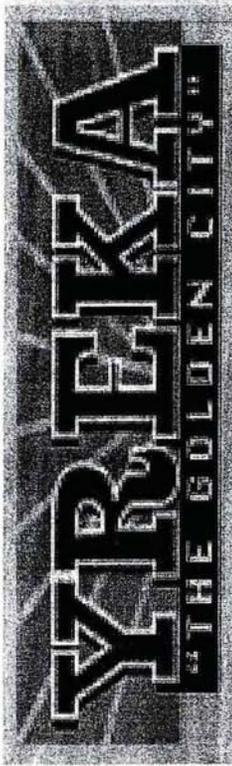
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70-030-0000-515-001	200.00	PERMIT #35	10/20/2013	PERMIT #35 1-12/2014						0
70-030-0000-515-001										
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Vendor Total:	1,500.00									
Report Total:	1,500.00									

11/13

Accounts Payable

Computer Check Proof List by Vendor

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 Printed: 11/14/2013 - 9:19AM
 Batch: 00004.11.2013



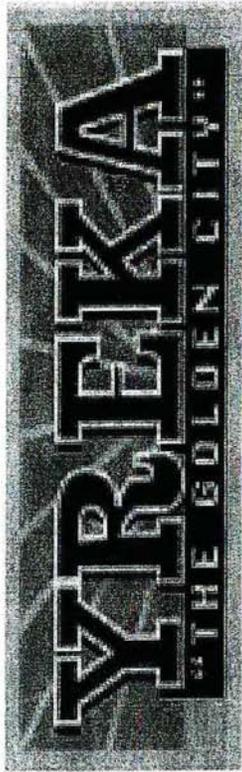
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	Total of Number of Checks:	1			

11/14/13

Accounts Payable

Computer Check Proof List by Vendor

User: lysandra
 Printed: 11/14/2013 - 9:19AM
 Batch: 00003.11.2013



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Vendor: 1011	AMERICAN LINEN				
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LMED879938	INV LMED879938	45.70	11/22/2013	01-200-0000-526-000	
LMED886154	INV LMED886154	45.70	11/22/2013	01-200-0000-526-000	
	Check Total:	137.10			
Vendor: 1012	AMERICAN VETERINARY HOSPITAL				
94816	INV 94816	165.21	11/22/2013	Check Sequence: 3 01-230-0000-416-000	ACH Enabled: False
	Check Total:	165.21			
Vendor: 1591	AT&T				
9117828 10/13	ACCT 530 911-7828 615 4 10/13	199.56	11/22/2013	Check Sequence: 4 01-200-0000-517-000	ACH Enabled: False
	Check Total:	199.56			
Vendor: 6021	BASIC LABORATORY INC				
1310271	INV 1310271	84.00	11/22/2013	Check Sequence: 5 70-500-0000-420-006	ACH Enabled: False
1310468	INV 1310468	84.00	11/22/2013	70-500-0000-420-006	
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Vendor: 1423	ALICE BRANDON				
1676	INV 1676	34.00	11/22/2013	Check Sequence: 6 70-500-0000-420-006	ACH Enabled: False
	Check Total:	34.00			
Vendor: 1077	COMPUTER LOGISTICS CORPORATION				
	Check Total:	34.00		Check Sequence: 7	ACH Enabled: False

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4566-IN	INV 45566-IN	42.58	11/22/2013	01-350-0000-520-100	
CL21674	INV CL21674	76.67	11/22/2013	01-200-0000-520-310	
	Check Total:	119.25			
Vendor: 1484	CSU, CHICO RESEARCH FOUNDATION			Check Sequence: 9	ACH Enabled: False
RF028821	INV RF028821	607.50	11/22/2013	01-200-0000-525-000	
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Vendor: 1118	DAVID DOWNEY			Check Sequence: 10	ACH Enabled: False
3115	INV 3115	1,630.00	11/22/2013	01-210-1011-526-000	
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59398421 10/13	XXXXXXXXXX59398421 10/13	99.00	11/22/2013	20-310-0000-416-001	
59398421 10/13	XXXXXXXXXX59398421 10/13	110.50	11/22/2013	20-310-0000-416-001	
59398421 10/13	XXXXXXXXXX59398421 10/13	449.99	11/22/2013	01-470-0000-525-003	
59398421 10/13	XXXXXXXXXX59398421 10/13	275.00	11/22/2013	80-560-0000-516-000	
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Vendor: 2023	GERARD PELLETIER TRANSFER (YPD)			Check Sequence: 13	ACH Enabled: False
1800	INV 1800 ACCT 930	5.00	11/22/2013	01-230-0000-518-004	
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Vendor: 2142	DOHN HENION			Check Sequence: 14	ACH Enabled: False
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Vendor: 2154 5469 10/13	JEFFERSON STATE AUTO SUPPLY ACCT 5469 10/13	12.46	11/22/2013	Check Sequence: 16 70-510-0000-420-003	ACH Enabled: False
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Vendor: 23080 35771 37287	JIM WILSON MOTORS INV 35771 INV 37287	65.60 46.49	11/22/2013 11/22/2013	Check Sequence: 17 01-350-0000-520-000 01-200-0000-520-360	ACH Enabled: False
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Vendor: 1184 01090048 01090295	LEHR AUTO ELECTRIC INC INV 01090048 INV 01090295	137.43 195.87	11/22/2013 11/22/2013	Check Sequence: 18 01-350-0000-520-000 01-350-0000-520-000	ACH Enabled: False
	Check Total:	333.30			
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	Check Total:	644.41			
Vendor: 13Y6401 702990 716408	MEEK'S (FALL CREEK) INV 702990 INV 716408	3.35 15.73	11/22/2013 11/22/2013	Check Sequence: 20 70-510-0000-521-000 70-510-0000-521-000	ACH Enabled: False
	Check Total:	19.08			
Vendor: 1517 ACCT 006290-001 ACCT 008894-000	NORTHERN CREDIT SERVICE CUTLIP, JAMES CUTLIP, DIANA	275.98 121.26	11/22/2013 11/22/2013	Check Sequence: 21 01-000-0000-914-001 01-000-0000-914-001	ACH Enabled: False
	Check Total:	397.24			
Vendor: 22019 681483674001 681483674001	OFFICE DEPOT INV 681483674001 INV 681483674001	795.23 25.15	11/22/2013 11/22/2013	Check Sequence: 22 01-020-0000-515-000 01-090-0000-516-000	ACH Enabled: False
	Check Total:	820.38			

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Vendor: 1240 659140465-01	ORIENTAL TRADING COMPANY INC INV 659140465-01	350.00	11/22/2013	Check Sequence: 24 24-200-0000-416-003	ACH Enabled: False
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Vendor: 1244 38677	PACIFIC MUNICIPAL CONSULTANTS INV 38677	375.00	11/22/2013	Check Sequence: 25 04-630-1019-525-000	ACH Enabled: False
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38677	INV 38677	125.00	11/22/2013	01-060-0000-526-000	
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56810100 10/13	62665681-010 0 10/13	495.71	11/22/2013	70-510-0000-518-001	
56810274 10/13	62665681-027 4 10/13	69.50	11/22/2013	01-200-0000-518-001	
56810274 10/13	62665681-027 4 10/13	949.06	11/22/2013	01-200-0000-518-001	
56810324 10/13	62665681-032 4 10/13	848.63	11/22/2013	01-470-0000-518-001	
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Vendor: 17014 6410022	QUILL CORPORATION INV 6410022	10.52	11/22/2013	Check Sequence: 27 01-200-0000-515-000	ACH Enabled: False
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Vendor: 1330 11/22/13	STATE WATER RESOURCES CONTROL BOA CERT RENEWAL - COSSEY	300.00	11/22/2013	Check Sequence: 30 80-560-0000-535-001	ACH Enabled: False

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9713455406	INV 9713455406	215.56	11/22/2013	01-200-0000-517-000	
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Vendor: 23008	WAL-MART COMMUNITY			Check Sequence: 34	ACH Enabled: False
003138	INV 003138	46.16	11/22/2013	01-230-0000-416-000	
007867	INV 007867	19.07	11/22/2013	01-200-0000-516-000	
007867	INV 007867	31.99	11/22/2013	01-200-0000-416-000	
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11/10/13	OCTOBER 2013	815.19	11/22/2013	01-210-0000-416-000	
11/10/13	OCTOBER 2013	131.68	11/22/2013	01-210-0000-416-001	
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11/10/13	OCTOBER 2013	78.20	11/22/2013	01-210-0000-520-000	
11/10/13	OCTOBER 2013	120.00	11/22/2013	01-210-0000-520-310	
11/10/13	OCTOBER 2013	1,215.00	11/22/2013	01-210-0000-560-000	
	Check Total:	2,422.30			
	Total for Check Run:	37,490.36			
	Total of Number of Checks:	35			

MEMORANDUM

CITY OF YREKA



To: City Council
From: Allen Jones, Fire Chief
Re: Recruitment and Recommendation of Appointment of Candidate
Date: 9/18/13

Candidate Name: Colia McKee

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

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

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


Allan Jones, Fire Chief



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda Title: Discussion/Possible Action – Consider Increasing Support to the Red Scarf Society’s Fundraising Campaign for the Rehabilitation of Community Theater Siding.
Meeting Date: November 21, 2013

Mayor Simmen requested the following item be placed on the November 21, 2013 City Council Agenda:

Discussion/Possible Action: Consider Increasing Support to the Red Scarf Society’s Fundraising Campaign for the Rehabilitation of Community Theater Siding.

The Red Scarf Society has been raising funds for the rehabilitation of the dilapidated siding on the Community Theater, with some significant success. The City previously committed \$10,000 for the effort. Additional funding is needed in order to apply for matching grants.

Approved by: 
Steven Baker, City Manager



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Requested Action – Initiate Dissolution of the Joint Powers Authority for the Montague- Yreka Airport.
Meeting date: November 21, 2013

Discussion:

The City of Montague and City of Yreka entered into a Joint Powers Agreement for Airport Facilities in July 1974. The JPA agreement has been amended 3 times since then. The Agreement originally included Yreka contributing funds toward improvements that needed to be made to the airport at that time. Subsequently, Yreka contributed \$2,500 per year toward the airport, which was increased to \$5,000 per year beginning in 2002. In addition, the agreement provides for an Airport Advisory Commission that includes a member of the city council from each city (with the Mayor as the alternate), another member appointed by each respective city and one member appointed by agreement of the two Mayors. The commission is scheduled to meet four times per year. In addition, the city attorneys from each city would share legal work.

The JPA does not own the airport (Montague does). The JPA agreement does not provide for indemnification (Both Montague and Yreka belong to the same JPA for liability insurance and Montague carries an additional insurance policy on the airport) and the City of Yreka was sued (and subsequently released from) a lawsuit from a visitor to the Balloon Fair. The JPA creates an advisory commission, but the commission is only advisory; Montague has the final say on activities at their airport. It is often difficult to obtain a quorum of the committee and the jointly appointed position has been vacant for more than a year (and the previous incumbent served only a few months). Montague staff puts together the agenda packet and Yreka staff writes the minutes.

Recently, we were advised that a controllers report and a compensation survey were required since we have a formal JPA.

As a result of the above, staff from Montague and Yreka have discussed dissolving the JPA for the airport and replacing it with an agreement for Yreka to contribute \$5,000 per year. This \$5,000, together with the same amount from Montague serves as matching funds for an annual \$10,000 grant from the state. These funds together are accumulated to pay for on-going maintenance of the airport runway. The airport is not a federally recognized airport that can apply for federal airport funds (the airport is too close to other federally recognized airports), so these maintenance funds are critical to keeping the airport open.

The City of Montague on November 7, 2013 authorized dissolution of the JPA if the City of Yreka concurs.

Approved by: 
Steven Baker, City Manager

Staff is recommending that the City provide the six month notice required for the JPA dissolution and work with Montague to draft an agreement for the continued contribution of \$5,000 per year beginning with the next fiscal year.

Action requested: That the Council discuss and provide direction on whether to change the current arrangement for the Montague-Yreka Airport.

Fiscal Impact: The City contributes \$5,000 toward support of the airport; staff is recommending continuation of this amount. There will be minor cost savings resulting from staff not having to prepare for, attend and write minutes for four commission meetings as well as not having to work with Montague on reports required of JPA's.

Recommendation:

That the Council authorize staff to initiate dissolution of the Montague-Yreka Airport Joint Powers Authority.



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council

Prepared by: Rhetta Hogan, Finance Director
Steve Baker, City Manager

Agenda title: Discussion/Possible Direction to Staff Regarding Waiver of Developer Impact Fees for 311 Main Street

Meeting date: November 21, 2013

Discussion:

We have received a request from the Siskiyou Habitat for Humanity requesting the waiver of development impact fees on property they recently acquired at 311 S. Main Street. They indicate that they were unaware of the requirement until they came in to sign up for water service for the property.

Background

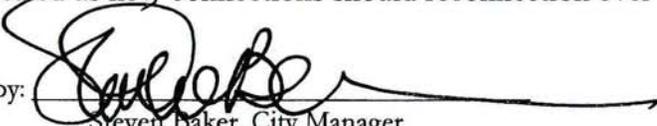
City records show no water connection or water bills on this property since 1995. All activity on the property predated the base rate billing for vacant property and the property was not recorded as having water and sewer utility series on the utility billing system

During the sales process, the building department received several calls from the listing realtor as well as others regarding impact fees. It was determined that this property would be subject to water and wastewater impact fees and this was disclosed to the listing broker (along with a worksheet) and several potential buyers who inquired. For developed properties not on the system (or that have gone off the system), the City charges the lesser of either the historic base rate since base rate inception or the development impact fees when the property has only one owner, however, once the property is transferred to a new owner the development impact fees apply upon reconnection.

On August 29, 2013, staff identified that this property has an ancient 5/8" water meter and that a new 5/8" water meter could be installed at no cost to the customer under the city's replacement meter policy. However, the development impact fees would still apply.

The City Council does have the ability to waive the development impact fees under certain circumstances. The applicable code sections are attached.

Waiver under these circumstances would be a change of City policy on vacant properties. The current policy recognizes that all properties connected to the system, regardless of whether they are currently using water, benefit from the water and sewer infrastructure and should therefore pay the base rate. Allowing property owners to disconnect from the system means that this burden is shifted to other property owners. The current policy allows property owners to essentially permanently disconnect from the system if they will not ever use the water/sewer connection and they are treated as new connections should reconnection ever be warranted.

Approved by: 
Steven Baker, City Manager

This situation, however, does raise issues of the method of properly noticing future property owners who otherwise would expect water and sewer to be available on existing properties when either they are disconnected by property owner action or (as in this case) not connected to the system. We have explored various options, but have not come up with a good mechanism that works in all circumstances (i.e. would show up on the title report). In this case, because staff was aware of the potential for sale, staff did provide this information to the listing broker as well as people who came to the city and requested information. This should have resulted in the buyer being aware of these provisions.

Staff is recommending that the waiver not be granted, either in full or, as proposed in the last paragraph, in part. The donation option does not apply since the city is a non-taxable government entity.

Given the circumstances in this case, staff has offered to allow the connection fee to be paid off over a 5 year period and would recommend that Council endorse this approach in this circumstance.

Should Council wish to change or review the current policy, staff would request direction on possible changes. Staff could investigate and bring back options at a future meeting, including the impacts and precedents of such a policy change.

Fiscal Impact:

The development impact fees to the City's water and wastewater utilities at the 50% discounted level total \$3,770.90.

Recommendation and Requested Action:

Staff recommends denial of the waiver request.

11.23.130 Exemptions, refunds, credits, deferrals, reimbursement agreements and appeals.

This section shall apply to any fee assessed pursuant to this chapter. Any claim of exemption, credit, waiver or deferral must be made no later than the time of application for a building permit, encroachment permit or permit for mobilehome installation. Any claim not so made shall be deemed waived.

- (a) Exemptions. The following shall be exempted from payment of the fees established by this chapter:
 - (1) Alterations, renovation or expansion of an existing residential building where no additional dwelling units are created;
 - (2) Expansion of existing commercial or industrial structures which are less than fifty percent of the square footage of the existing structure;
 - (3) The construction of accessory buildings or structures which will not produce additional vehicular trips over and above those produced by the principal building or use of the land;
 - (4) The replacement within three years of a demolished, destroyed or partially destroyed building or structure with a new building or structure of the same size and use; provided, that no additional trips will be produced over and above those produced by the original use of the land, and, if it was required, the planning commission had already approved the original use;
 - (5) The installation of a replacement mobilehome.
- (b) Refunds.
 - (1) Expired Permits. If a building permit, permit for mobilehome installation or encroachment permit expires without commencement of construction, then the feepayer shall be entitled to a refund, without interest, of the impact fee paid as a condition for its issuance, except that the city shall retain a reasonable amount as set by resolution, but not more than five percent of the fee and not less than thirty dollars, to offset a portion of the costs of collection and refund. The feepayer must submit an application for such a refund to the director of finance within thirty calendar days of the expiration of the permit.
 - (2) Capital Improvements Not Installed. Any funds not expended, encumbered or scheduled pursuant to Government Code Section 66001 by the end of the fiscal year immediately following five years from the date the impact fee was paid, and for which the findings required by Government Code Section 66001 (d) are not made pursuant to Government Code Section 66006, shall, upon application of the then-current landowner, be returned to such landowner with interest earned during the five-year period; provided, that the landowner submits an application for refund to the director of finance within one hundred eighty calendar days of the expiration of the five-year period. Such application for refund may be subject to the approval of the director of public works and/or building official.
 - (3) Refunds Paid to Owner of Record. Except as provided in this section, the city shall refund to the current record owner on a prorated basis the unexpended or uncommitted portion of the fee, and any interest accrued thereon, for which need cannot be established.



(4) Any other claims for refund must be made within ten days of the time of application for a building permit, encroachment permit or permit for mobilehome installation. Any claim not so made shall be deemed waived.

(c) Deferrals. The owner of the property may request in writing a deferral of fees assessed and levied pursuant to the provisions of this chapter. Fees may be deferred for such construction work to a date one year after the issuance of a building or encroachment permit or to the date of the issuance of a certificate of occupancy for the building on which the construction work is being performed, whichever first occurs; provided, that the owner of the property, at the time of issuance of the building permit, has:

- (1) Entered into an agreement with the city undertaking to pay such deferred fee at the time and in the manner provided for, which agreement shall be in a form approved by the city attorney and recorded against the property, or provided a letter of credit from a lending institution, in a form approved by the city attorney, which guarantees payment of such deferred fees at the time and in the manner provided for by this subsection;
- (2) Executed a deed of trust securing performance of the property owner's duties and obligations under such agreement, which deed of trust shall also be in a form approved by the city attorney and shall be recorded against the property as a first deed of trust; and
- (3) Paid to the city an additional fee in the amount equal to two percent of the deferred fees as and for the administrative costs to be incurred by the city by reason of such fee deferral.

(d) Credit for Cost of Improvements. Except as is otherwise provided, the owner is entitled to a credit if the owner:

- (1) Constructs the improvements;
- (2) Oversizes improvements necessary to serve private development and future growth;
- (3) Finances an improvement by cash or other means approved by the city council;
- (4) Any combination of the above.

The construction of a facility authorized by this section must consist of a usable facility or segment and be approved by the city and must be constructed in accordance with the city's public improvement design standards.

The credit to be provided to the property owner shall be determined based on the actual costs of improvements, plus actual costs for engineering and city administration. The data in support of the claim for credit must be submitted prior to issuance of the applicable permit, or the claim shall be deemed invalid.

The property owner must post a bond or other security in a form reviewed and approved by the city attorney prior to acceptance by the director of public works for the complete performance of the construction in order to receive credit prior to completion of construction. Security in the form of a performance bond, irrevocable letter of credit or escrow agreement shall be posted with and approved by the city attorney in an amount determined by the director of public works. If the project will not be constructed within one year of the date of the improvement agreement, the amount of the security shall be increased by ten percent compounded for each year of the life of the security. If the project is not to be completed within two years of the date of the improvement agreement, the city council must approve the construction project and its scheduled completion date.

Credits shall not be transferable from one project or development to another without the approval of the city council.

- (e) **Credit Not More Than Fee.** If the amount of fee credit is less than the amount of the otherwise applicable fee, the property owner shall thereafter pay an amount which, when added to the credit received for the construction of facilities, equals the fee obligation. If the fee credit is more than the otherwise applicable fee, the property owner shall be entitled to a corresponding reduction in the amount of fees to be paid or a reimbursement for the excess credit as provided for hereinafter.
- (f) **Reimbursement for Oversized Facility Improvements.** Any developer of property located within the city who constructs and installs oversized facility improvements incident to the approval of a tentative map, tentative parcel map or certificate of compliance authorizing the subdivision of property, or incident to the issuance of a building permit authorizing construction of a building or structure, may be entitled to a reimbursement. Such reimbursement shall be paid by the city, when such funds are available, out of the improvement fees levied pursuant to the provisions of this chapter, for the cost of any portion of such facility improvements which were in excess of that reasonably required to serve the property improved with the building or structure authorized by such building permit, all as determined by the director of public works, using information provided by developer's consultants.
 - (1) **Reimbursement Agreements.** Any reimbursement for the oversizing costs of facility improvements required by the provisions of this section shall be made in accordance with the terms and conditions of a written reimbursement agreement between the city and the developer.
 - (A) The reimbursement agreement shall provide for the payment to the developer of a portion of the revenues received by the city from the impact fees levied pursuant to the provisions of this chapter in incremental amounts reasonably calculated to reimburse the developer for such oversizing costs over a stipulated period between fifteen and thirty years in duration, beginning the date the facility improvements are completed and accepted by the city, all as determined by the director of public works. The reimbursement to be provided to the property owner shall be determined based on the actual costs of improvements, plus actual costs for engineering and city administration. The data in support of the claim for reimbursement must be submitted prior to issuance of the applicable permit.
 - (B) Such agreement shall be in a form approved by the city attorney, and shall be executed on behalf of the city by the city manager at the time of approval of a final subdivision map, final parcel map or a certificate of compliance in the case of subdivisions approved by a tentative map, tentative parcel map or certificate of compliance, or at the time of the issuance of a certificate of occupancy in the case of a building or structure authorized by a building permit.
 - (C) Reimbursement is available only to the degree funds are available in any given year. If reimbursement cannot be made during one year, the unreimbursed portion will continue in following years until repaid. The reimbursable amount shall be the difference between the cost of the facility necessitated by development and the oversized facility as determined in this section or as otherwise agreed between the city and

the owner, less a sum equal to the city's reasonable cost to administer the reimbursement agreement.

- (2) Improvement Delay. Reimbursement may occur after the year in which the project is planned and accepted by the city if, in the opinion of the city manager, the delay is necessary to assure the orderly implementation of the city capital improvement plan. Interest equivalent to the rate earned during the period of delayed reimbursement by the trust account shall be applied to a credit following acceptance of the improvements, or as otherwise agreed between the city and the developer.
- (g) Additional Conditions Allowed. The director of public works may authorize, or a condition to the approval for a land use entitlement may require, an owner of property to construct certain facilities or portions thereof specified in the City of Yreka Impact Fee Report (October 2006), the capital improvement program as updated from time to time, or such other capital facilities lists which have been approved by the city council. Such direction or authorization shall result in a credit in lieu of all, or a portion of, a particular fee required by this chapter to be paid by such owner that relates to the improvement constructed.

(Ord. 799 § 2(part), 2007).

11.23.140 Enforcement. 

- (a) All charges relating to development impacts applicable to any premises provided for in this chapter shall be deemed a debt owing to the city.
- (b) Any person who makes a connection to the city utility infrastructure without first having paid applicable charges in full, or otherwise violates a provision of this chapter, shall be guilty of a misdemeanor and shall be subject to having such connections disconnected.
- (c) A violation of this chapter shall be prosecuted in the same manner as misdemeanors are prosecuted; and upon conviction, the violator shall be punishable according to law. However, in addition to or in lieu of any criminal prosecution, the city shall have the power to sue in civil court to enforce the provisions of this chapter.
- (d) The conviction or punishment of any person for a misdemeanor violation resulting from the connection to infrastructure of city utilities without first obtaining a permit to do so shall not relieve the person from paying the charges due and unpaid applicable fees.
- (e) Any person, firm or corporation, whether as principal, agent, employee or otherwise, violating or causing the violation of any of the provisions of this title is guilty of a misdemeanor and, upon conviction thereof, shall be punishable by a fine of not more than one thousand dollars or by imprisonment for a term not exceeding six months, or by both such fine and imprisonment. Such person, firm or corporation is guilty of a separate offense for each and every day during any portion of which violation of this title is committed or continued by such person, firm or corporation, and shall be punishable as herein provided.
- (f) If errors, discrepancies or omissions are identified, applicant will be required to pay the difference in the development impact fee paid to the development impact fee that should have been paid prior to the issuance of a certificate of occupancy or before water service will be established.

(Ord. 799 § 2(part), 2007).



11.23.150 Waiver of "municipal services impact and connection fees." 

Chapter 11.23 MUNICIPAL OFFICIAL SERVICES, INTERESTS AND COMPENSATION - 11-1-11

All or any portion of the fees imposed pursuant to this chapter may be waived by resolution of the city council or pursuant to such economic development policy as may be adopted from time to time by the city council.

The city council's decision with respect to the request for waiver is final.

(Ord. 799 § 2(part), 2007).



Building Relationships, Strengthening Communities and Nurturing Families

ATTN:
City of Yreka
Steve Baker
Yreka City Council

Thank you for sending Siskiyou Habitat for Humanity the City of Yreka Municipal utility services impact and connection water fee worksheet and the proposed payment agreement for the property we just acquired at 311 South Main Street. These fees came to us as quite a shock as I stated in the meeting with you on November 29th, 2013. These fees were never disclosed to us during any of our real estate transactions or escrow closing. We purchased this building with a budget in place and these fees were not in that budget.

We are a small nonprofit (501)3c established in Siskiyou County in 1988. Siskiyou Habitat is bringing improvement to the community with the purchase of this building for our new office location. Our budget for this new building does include a new renovated roof to match the existing building next to it, painting the building and bringing it up to code as this building has not been occupied since 1995.

Our organization depends on donations and small grants to pay our monthly bills. As you know grants are very hard to come by in our present economy. Jim Griffin, our late executive director had spoken to you regarding our concern when he found out about the fee while paying the \$100.00 fee to turn on our water service.

This has been discussed by our Board of Directors, we would like to request the City of Yreka and the City Council to consider waiving these fees. We feel that due to the lack of disclosure and having no knowledge of these fees they should be waived. If we had had prior knowledge, these fees would've have been paid during the escrow either by reducing the selling price by the owner or compromising the pricing during the sale of the property.

If the City of Yreka feels for any reason these fees cannot be waived, would the City of Yreka accept a gift in kind donation letter in the amount of \$3,770.90 that can be used as a tax donation?

One other option we would like to propose would be paying 20% of the impact and connection fee for the amount of \$1,508.36, discounted from the 50% of \$3,770.90 these funds would be paid from the donations we received in memory of Jim Griffin.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Pat Vela", written over a horizontal line.

Pat Vela
President
Siskiyou Habitat for Humanity



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Requested action – Adopt Resolution 3038 Resolution of the City Council of the City of Yreka approving execution of the Memorandum of Understanding signed by the Yreka Police Administration Association.
Meeting date: November 21, 2013

Discussion:

Staff has been negotiating with the Yreka Police Administration association to reach a Memorandum of Understanding through December 31, 2014. The agreement would help address the city's pension obligations by having the employees pick up the employees share of the pension contributions of and 9 % in exchange for an 8% salary increase. The city has picked up the employee share of the pension based on negotiations long ago

The agreement also changes the cap on health care contributions by the city, increasing them \$20, \$40 and \$60 for single, two-party and family, respectively. The agreement restores the POST incentive of 2.5% for management and executive POST certification. There is also a one- time payment in January 2014 of \$3,000 per member. The one- time payment keeps the on-going salary expenditures in check. The wage increase for pension contribution pickup is effective January 1, 2014.

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

Staff recommends approval.

Fiscal Impact: The fiscal impact is estimated to be approximately \$11,771 on an annual basis and \$6,000 in one time (non-recurring) costs.

Recommendation:

Adopt Resolution 3038 Resolution of the City Council of the City of Yreka approving execution of the Memorandum of Understanding signed by the Yreka Police Administration Association.

Approved by: 
Steven Baker, City Manager

RESOLUTION NO. 3038

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA
APPROVING EXECUTION OF THE MEMORANDUM OF
UNDERSTANDING SIGNED BY THE
YREKA POLICE MANAGEMENT ASSOCIATION

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

WHEREAS, the City Manager, and representatives for the Yreka Police Management Association have met and conferred in good faith; and,

WHEREAS, these parties have reached tentative agreement as of November 7, 2013, on matters relating to the employment conditions of said employees as reflected by the written Memorandum of Understanding and;

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

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

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

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

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

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

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

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

Passed and adopted this 21st day of November, 2013, by the following vote:

AYES:

NAYS:

ABSENT:

David Simmen
Mayor

Attest:

Elizabeth Casson, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF YREKA

AND THE

YREKA POLICE ADMINISTRATION
ASSOCIATION

For the Period 7-1-11 through 12-31-14

Table of Contents

<u>Article and Title</u>	<u>Page Number</u>
<u>General Provisions</u>	
1.1 Parties to the Memorandum	4
1.2 Validity of the Memorandum	4
1.3 Recognition	4
1.4 Effective Date and Term	4
1.5 Effect of Memorandum	4
1.6 Employee Rights	5
1.7 City Rights	5
1.8 Non Discrimination Clause	5
1.9 Requirement to Meet and Confer	6
1.10 Grievance Procedure	6
<u>Pay Provisions:</u>	
2.1 Salary	8
<u>Medical, Dental, Vision and Disability Plans:</u>	
3.1 Medical Plan	9
3.2 Dental Plan	10
3.3 Vision Plan	10
3.4 Life Plan	10
3.5 Disability Plan	11
<u>Vacation and Leave:</u>	
4.1 Vacation Leave	11
4.2 Holidays	12
4.3 Sick Leave	12
4.4 Administrative and Executive Leave	13

Allowances and Reimbursements

5.1	Book and Tuition Reimbursement	14
5.2	Uniform Allowance	14
5.3	Safety Equipment	15
5.4	Vehicles	15

Catastrophic Leave

6.1	Catastrophic Leave	15
-----	--------------------	----

Retirement

7.1	Employee Retirement Plan	16
7.2	Implementation of 457 Plan	16

Personnel Rules/Job Descriptions

8.1	Personnel Rules/Job Descriptions	16
-----	----------------------------------	----

Concerted Activities

9.1	Concerted Activities	17
-----	----------------------	----

APPENDIX A - SALARY RANGES

Article 1
General Provisions

1.1 **Parties to the Memorandum**

This Memorandum of Understanding is made and entered into this 1st day of July 2011, by and between the City of Yreka and the Yreka Police Administration Association, hereinafter "City" and "Association" respectively. The Association is the recognized employees' organization for the classifications of City employees hereinafter identified. Upon adoption by the City Council this Memorandum will become binding between the City and the Association and its members.

1.2 **Validity of Memorandum:**

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

1.3 **Recognition:**

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

Chief of Police;
Lieutenant

1.4 **Effective Date and Term:**

A. This Memorandum of Understanding shall take effect as of July 1, 2011, except as otherwise provided herein, and shall remain in full force and effect through December 31, 2014. This Memorandum of Understanding shall only become effective with approval of the City Council of the City of Yreka and the Association. Any financial consideration payable under this Agreement shall commence on the dates stated.

B. Term of this Agreement shall be for three and one-half (3 1/2) years from July 1, 2011 through and including December 31, 2014.

1.5 **Effect of Memorandum:**

The Chief is an at-will employee of the City of Yreka, in all other respects, this Memorandum of Understanding sets forth the terms and conditions affecting his employment.

During the term of this Memorandum, the provisions hereof shall govern the wages, hours, benefits, and working conditions of employees with the represented unit covered by the

Memorandum, including as otherwise provided in the current edition of the Yreka Police Department Policy Manual, City personnel rules and regulations, resolutions, and ordinances wherein this Memorandum is silent. The Employee Personnel System and the Personnel Rules and Regulations are on file in the City Manager's Office at City Hall. Should the City propose to change a negotiable condition of employment that is not specifically included in this Memorandum, during the term of this Memorandum, the City agrees to notify the Association of its proposed change and to meet and confer with the Association regarding the proposed change if requested to by the Association. Any conflict between the specific terms of this Memorandum and the above noted City personnel rules and regulations, resolutions and ordinances shall be resolved in favor of this Memorandum.

This Memorandum of Understanding supercedes any past practice which may have occurred during the term of any prior Memorandum of Understanding.

1.6 **Employee Rights:**

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

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

1.7 **City Rights:**

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

1.8 **Non Discrimination Clause:**

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

1.9 Requirement to Meet and Confer:

A. Except in cases of emergency, the City shall give reasonable written notice to the Association when it's members are affected by any ordinance, rule, resolution or regulation directly related to matters within the scope of representation proposed to be adopted by the City. City shall give the Association the opportunity to meet with the City. In cases of emergency when the City determines that an ordinance, rule, resolution or regulation must be adopted immediately, without prior written notice or meeting with the Association. The City shall provide Association the opportunity to meet at the earliest practical time following adoption of such ordinance, rule resolution or regulation. The Association shall provide to City in writing, the names, addresses and telephone numbers of up to two persons to whom the City shall be required to give notice as required in this paragraph.

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

C. "Meet and confer in good faith" means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the public agency of its final budget for the ensuing year. The process should include adequate time for the resolution of impasses where specific procedures for such resolution are contained in local rule, regulation or ordinance, or when such procedures are utilized by mutual consent. The provisions of this section are intended to set forth the current requirements of the meet and confer process between the parties hereto and, to the extent State Law may be amended or modified after the execution of this agreement, such amendment or modifications of State Law shall be controlling as the parties hereto. If State Law rescinds the emergency provision that is referenced here, it will also be deleted from this article.

1.10 Grievance Procedure:

1. A grievance is a dispute concerning the interpretation or application of this Agreement. This procedure shall not apply to any dispute for which there is another established resolution

procedure.

2. A written grievance must set forth the Article or provision alleged to have been violated, misinterpreted or misapplied; describe the specific incident or circumstances of the alleged violation, misapplication or misinterpretation; and specify the remedy sought. Any dispute between the parties as to the grievability of an issue or as to whether the requirements of this procedure have been met shall be presented to the Arbiter, after the grievance has proceeded through the appeal to the City Manager, as outlined below. The Arbiter shall rule on the dispute before proceeding with a hearing by the City Council.

A grievant is a regular employee who is personally affected by an act or omission that occurred no more than fifteen working days prior to the initiation of the grievance procedure.

3. The procedure and sequence in filing and processing a grievance shall be as follows:

a. The employee and, if desired, his/her representative shall discuss the grievance with the employee's immediate supervisor before a written grievance may be filed.

b. If the grievance is not settled through this discussion, a written grievance may be filed with the employee's department head. A written grievance must be filed within ten (10) working days from the time the employee becomes aware of the issue or incident giving rise to the problem. Upon receipt of a written grievance, the department head shall give the employee a written reply within ten (10) working days.

c. Should the employee not be satisfied with the answer received from his/her department head, he/she may, within ten (10) working days, file an appeal to the City Manager. The City Manager shall have ten (10) working days after receipt of the appeal to review the matter, investigate and provide a written answer to the appeal, explaining clearly his/her decision or proposed actions and reasons therefore. The City Manager may confer with the employee, employee representative, and appropriate supervisors in an attempt to bring about a harmonious solution.

d. If the employee is not satisfied with the decision of the City Manager, he/she may, within ten (10) working days after receipt of the written reply, file a request for an independent arbiter to review the grievance. The arbiter is to be chosen by mutual agreement between the Association and the City. The arbiter, after hearing the case, will render an advisory decision to the Association and the City Council. The cost for the arbiter is to be split 50/50 between the Association and the City. Within three weeks of receipt of the advisory decision of the arbiter, the City Council shall hold a hearing to review the grievance and shall, within a reasonable time, render a written decision on the merits of the grievance.

e. The City and Association may mutually agree to waive steps 3a, 3b, and 3c and proceed directly to hearing by the arbiter when the issue is one over which the employee's supervisor,

department head, and City Manager have no jurisdiction. The parties may also mutually agree to waive step 3d and take the appeal directly to the City Council.

4. All time limits may be extended upon mutual agreement of the parties.

5. In the event the department head or City Manager fails to respond as required pursuant to paragraph 3, the grievance shall proceed directly to the next step.

Article 2 Salary Ranges and Adjustments

2.1 **Salary:**

A. Salary ranges for each classification are specified in Appendix A, attached to this Memorandum. These Salary Ranges reflect an 8% increase in pay in exchange for the employees picking up the employee share of CalPERS contributions shown in Section 7.1 below. These salary ranges shall be effective January 1, 2014

B. The City desires where practicable to maintain a five percent salary differential between highest step of each of the following classifications: Chief and Lieutenant; Lieutenant and Sergeant; Sergeant and patrol.

C. POST Incentive Program.

It is in the best interest of the City and safety personnel to keep members of the Police Department Administration informed on current law enforcement techniques, procedure and management practices. The following incentive program is instituted effective January 1, 2014: A Lieutenant attaining the POST Management Certificate will be entitled to a 2.5% special pay above the base salary. A Chief attaining the POST Executive Certificate will be entitled to a 2.5% special pay above base salary. These incentives are reflected on the salary schedule. POST incentive pay shall be retroactive to the date of the POST certificate, after January 1, 2014, provided that the employee submits the certificate to the City Manager within 30 days of receipt.

D. One Time Payment:

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

E. This Memorandum of Understanding shall not supersede or otherwise void or affect the Severance Agreement entered into between the City of Yreka and Chief Bowles, dated March 5, 2009.

Article 3
Medical, Dental, Vision, Life and Disability Plans

3.1 **Medical Plan:**

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

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

Group Tier	2012 Cap	2014 Cap
One Party	\$480.00	\$500.00
Two Party	\$900.00	\$940.00
Three Party	\$1,135.00	\$1195.00

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

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

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

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

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

shall be on a Meet and Confer basis.

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

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

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

3.2 **Dental Plan:**

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

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

3.3 **Vision Plan:**

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

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

3.4 **Life Insurance Plan:**

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

3.5 **Disability Plan:**

The City does not provide a Disability Plan.

Article 4
Vacation and Leave

4.1 **Vacation Leave:**

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

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

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

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

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

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

Months of Employment	Vacation Hours Accrued Per Pay Period Based on 26 equal pay periods per year		Maximum Carryover As of January 1*
1 – 60 months	3.08 hours	80 hours per year	160 hours
61 – 180 months	4.62 hours	120 hours per year	240 hours
181 months and after (max)	6.15 hours	160 hours per year	320 hours

*2x annual accrual

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

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

to achieving permanent status, the pay for vacation used will be deducted from the final paycheck.

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

4.2 **Holidays:**

City agrees to observe the following holidays:

July 4 th	Independence Day
First Monday in September	Labor Day
November 11 th	Veteran's Day
Last Thursday in November	Thanksgiving Day
Friday Following Thanksgiving	Day After Thanksgiving Day
December 24 th	Christmas Eve
December 25 th	Christmas Day
January 1 st	New Year's Day
Third Monday in January	Martin Luther King Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday and when a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Should December 24th fall on a Friday, December 23rd shall be observed as the paid holiday. Should December 25th fall on a Monday, December 26th shall be observed as the paid holiday. Three floating holidays per year of eight (8) hours each will be credited to the employee's paycheck by January 15th of each year, as credited leave which cannot be saved. It must be used by the end of the year or be lost. New employees hired on or before April 30 will be credited with twenty-four (24) hours. New employees hired between May 1 and August 31, will be credited with sixteen (16) hours. New employees hired on or after September 1 will be credited with eight (8) hours.

4.3 **Sick Leave:**

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

B. City has entered into an agreement with the PERS whereby accumulated sick leave is

converted to additional service credit upon retirement.

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

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

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

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

4.4 **Administrative and Executive Leave:**

In-lieu of overtime or compensatory time off, all Exempt Management Employees shall be allocated an annual administrative leave of 40 hours per employee. Administrative leave will be granted on January 1, of each year, and will not be allowed to be carried over to a subsequent year. The intent of administrative leave is that it be taken in eight-hour increments and accounted for on that basis. In addition, exempt employees will be allowed to take executive leave for less than eight-hour increments on an as needed basis. All administrative and executive leave will be at the discretion of the Management employee subject to the following procedures:

(a) The employee shall give prior notification of the use of administrative and executive leave. In the case of the Lieutenant, he shall notify the Chief; in the case of the Chief, he shall notify the City Manager.

(b) The Chief retains the right to deny, on an emergency basis, the administrative and

executive leave requests of the Lieutenant.

(c) The City Manager retains the right to deny, on an emergency basis, the administrative and executive leave requests of the Chief of Police.

New employees hired on or before March 31 shall receive the full forty (40) hours. New employees hired between April 1, and June 30, shall receive thirty (30) hours. New employees hired between July 1, and September 30, shall receive twenty (20) hours. New employees hired between October 1, and December 31, shall receive ten (10) hours.

Article 5 Allowances and Reimbursements

5.1 **Book and Tuition Reimbursement:**

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

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

C. For approved training extending over a period of time exceeding two (2) weeks, the City shall refund to the employee all cost of tuition and required books upon presentation of evidence of successfully completing the course with a grade of *C* or better, submission of request form along with a copy of the grade report attained and a copy of the receipt for payment of tuition and books. In the event that the employee is financially unable to advance the cost of tuition and required books, the City may, upon written request and agreement by the employee, advance the cost of tuition and required books subject to reimbursement by the employee should he/she fail to satisfactorily complete such training and authorizing the City to deduct such cost from the payroll in such event.

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

5.2 **Uniform Allowance:**

A. During the term of this Agreement, the members of this bargaining unit shall receive a uniform allowance in the amount of \$750.00 per year. The uniform allowance shall be paid in two equal portions: One check payable after January 1 of a given year and one check payable

with the second paycheck after July 1 of a given year.

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

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

5.3 **Safety Equipment:**

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

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

Said equipment shall remain the property of the City.

5.4 **Vehicles:**

Because of their duties, the Lieutenant and Chief are permitted to take a police vehicle home for use in the event they are called out while off duty.

Article 6

Catastrophic Leave

6.1 **Catastrophic Leave:**

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

Article 7
Retirement

7.1 **Employee Retirement Plan:**

A. For Classic Employees, as defined by CalPERS, the City will enroll and maintain enrollment of employees in the PERS 2% @ 50 Classic 1085 Safety retirement plan. Classic Employees shall pay the employee contribution for their respective retirement plans which are 9% for PERS 2% at 50 (Classic 1085 Safety). This contribution level shall commence on January 1, 2014.

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

7.2 **Implementation of 457 Plan:**

The City will maintain the current payroll deduction 457 (or similar) plan so that employees can defer taxable income. There will be no cost to the City except for administrative costs.

Article 8
Personnel Rules/Job Descriptions

8.1 **Personnel Rules/Job Descriptions**

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

Article 9
Concerted Activities

9.1 **Concerted Activities:**

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

City agrees not to lock out employees.

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

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in Yreka, California, as of the day and year first above written and upon approval by the City Council and the Association, to be effective July 1, 2010.

CITY OF YREKA

Date Signed: _____

By: _____

Steven W. Baker, City Manager

YREKA POLICE ADMINISTRATION
ASSOCIATION

Brian Bowles, Chief of Police

Dave Gamache, Lieutenant

Dohn Henion, City Attorney

City of Yreka
 2013-14 Salary Schedules
 Monthly Salary
 Yreka Police Association Administration

SALARY SCHEDULE
FISCAL YEAR 2013-14, INCLUDES MGMT 1% FOR LTD LOSS

JOB TITLE	UNIT	COLA	JOB#	RANGE	Factor Hourly Range	Prior Year BASE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
CHIEF OF POLICE	CHIEF & LIEUT.	1.08	200	3059	3788	6,080	6,566	6,894	7,239	7,601	7,981	8,380
CHIEF OF POLICE W/ EXECUTIVE CERT.	CHIEF & LIEUT.	1.08	200	3060	3883	6,232	6,731	7,068	7,421	7,792	8,182	8,591
LIEUTENANT	CHIEF & LIEUT.	1.08	202	2725	3374	5,416	5,849	6,141	6,448	6,770	7,109	7,464
LIEUTENANT W/ MANAGEMENT CERT	CHIEF & LIEUT.	1.08	202	2726	3459	5,552	5,996	6,296	6,611	6,942	7,289	7,653



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council

Prepared by: City Clerk

Agenda title: Discussion/Possible Action – Adopt Ordinance No. 836 An Ordinance of the City Council of the City of Yreka amending and or repealing certain sections of the Yreka Municipal Code in Chapters: 2.04 Council Vacancies; 2.18 City Accounting Officer; 2.24 Public Works Department; 2.44 Mandatory Retirement of City Officers and Employees; and 2.56 General Municipal Elections.

Meeting date: November 21, 2013

Discussion:

The City Council introduced Ordinance 836 at its meeting held November 7, 2013.

Recommendation and Requested Action:

That the Council waive the reading of the body of the Ordinance and Adopt Ordinance No. 836 as submitted.

Approved by:

A handwritten signature in black ink, appearing to read "Steven Baker", with a long horizontal line extending to the right.

Steven Baker, City Manager

ORDINANCE NO. 836

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YREKA
AMENDING AND OR REPEALING CERTAIN SECTIONS OF THE YREKA
MUNICIPAL CODE IN CHAPTERS: 2.04.100 COUNCIL VACANCIES, 2.18 CITY
ACCOUNTING OFFICER, 2.24 PUBLIC WORKS DEPARTMENT, 2.44 MANDATORY
RETIREMENT OF CITY OFFICERS AND EMPLOYEES AND
2.56 GENERAL MUNICIPAL ELECTIONS.**

BE IT ORDAINED by the City Council of the City of Yreka as follows:

SECTION 1. Section 2.04.100 of Chapter 2.04 of the Yreka Municipal Code is hereby deleted in its entirety:

SECTION 2. Section 2.18.010 and Section 2.18.020 of Chapter 2.18 of the Yreka Municipal Code is hereby supplanted with the following:

“Section 2.18.010 Transfer of Accounting and Financial Duties of City Clerk to Finance Director. The financial and accounting duties imposed upon the City Clerk by the Government Code are hereby transferred to the Finance Director.”

“Section 2.18.020 Finance Director Duties. In addition to other duties assigned to the Finance Director, the Finance Director shall perform all duties as set forth in Government Code Sections 37203, 37204, 37205, 37208, and Sections 40802 through 40805 and is designated as the City’s Accounting Officer who shall maintain records readily reflecting the financial condition of the City.”

SECTION 3. Section 2.24.050 of Chapter 2.24 of the Yreka Municipal Code is hereby supplanted with the following:

“2.24.050 - Director to supervise department. The director of public works, under the supervision and direction of the City Manager, shall have supervision, direction and control of the department of public works.”

SECTION 4. Section 2.24.010 of Chapter 2.24 of the Yreka Municipal Code is hereby deleted in its entirety.

SECTION 5. Section 2.44.010 of Chapter 2.44 of the Yreka Municipal Code is hereby deleted in its entirety.

SECTION 6. Section 2.56.020 of Chapter 2.56 of the Yreka Municipal Code is hereby deleted in its entirety.

SECTION 7. If any section, subsection, part, clause, sentence or phrase of this Ordinance 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 Ordinance, the

application thereof, shall not be effected thereby but shall remain in full force and effect, it being the intention of the City Council to adopt each and every section, subsection, part, clause, sentence phrase regardless of whether any other section, subsection, part, clause, sentence or phrase or the application thereof is held to be invalid or unconstitutional.

SECTION 8. Validity. If any section, subsection, part, clause, sentence or phrase of this Ordinance 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 Ordinance, 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 9. Posting and Publication. The City Clerk is directed to cause a copy of the full text of this ordinance to be published once in an adjudicated newspaper of general circulation in the City of Yreka within fifteen (15) days after adoption of this ordinance.

SECTION 10. Codification. The City Clerk is directed and authorized to instruct the publisher of the City of Yreka Municipal Code that codification of this Ordinance is limited to Sections 1, 2, 3, 4, 5, and 6.

Introduced at a regular meeting of the City Council held November 7, 2013, and adopted as an Ordinance of the City of Yreka at a regular meeting of the City Council held on November 21, 2013 by the following vote:

AYES:

NOES:

ABSENT:

David Simmen, Mayor

ATTEST:

APPROVED AS TO FORM

Liz Casson, City Clerk

DOHN R. HENION, City Attorney



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council

Prepared by: Steve Baker, City Manager

Agenda title: Discussion/Possible Action – Introduce Ordinance No. 836 An Ordinance of the City Council of the City of Yreka, California, amending and or repealing certain sections of the Yreka Municipal Code in Chapters: 2.04 Council vacancies, 2.18 City Accounting Officer, 2.24 Public Works Department, 2.44 Mandatory Retirement of City Officers and Employees and 2.56 General Municipal Elections.

Meeting date: November 7, 2013

Discussion:

The City completes periodic reviews of the Yreka Municipal Code to amend or delete provisions which have become obsolete or that do not follow current City policies and practices. The current review focuses on various sections of Title 2 – Administration and Personnel.

The following portions of the Yreka Municipal Code have been submitted for amendment or repeal by staff as part of the review for this year:

- Section 2.04.100. The existing code no longer matches state law on filling vacant council seats. Staff is recommending deleting this section.
- Section 2.18.010. Transferring of accounting and financial duties of City Clerk to Finance Director. The Government Code identifies several financial functions to be performed by the City Clerk, but provides that the City may transfer to the Finance Director pursuant to Government Code Section 37209. These duties include handling of the City's bills and payroll. The proposed language would transfer these duties formally to the Finance Director, which has been our practice.
- Section 2.24.050. This ordinance, originally adopted in 1910 and updated in 1968 provides for the director of public works, civil engineer and a collector of water rents to be appointed by the City Council. These appointments are included under the City Manager's duties and responsibilities in Section 2.08.020
- Section 2.44.010 Age Limit. This section requires retirement at age 65. This section is obsolete and enforcement would violate state and federal laws. This section will be deleted.

- Section 2.56.020 Expiration of terms of city officers. The Government Code Section cited in this section has since changed. The main purpose of this section is to indicate that elected officials serve until replaced, which is exactly what state law provides. This section will be deleted.

Fiscal Impact: The recommended actions will result in no financial impact to the City's General Fund.

Recommendation:

That the City Council Introduce Ordinance No. 836 as submitted.

Approved by:

A handwritten signature in black ink, appearing to read "S. Baker", is written over a horizontal line. The signature is stylized and cursive.

Steven Baker, City Manager

ORDINANCE NO. 836

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YREKA
AMENDING AND OR REPEALING CERTAIN SECTIONS OF THE YREKA
MUNICIPAL CODE IN CHAPTERS: 2.04.100 COUNCIL VACANCIES, 2.18 CITY
ACCOUNTING OFFICER, 2.24 PUBLIC WORKS DEPARTMENT, 2.44 MANDATORY
RETIREMENT OF CITY OFFICERS AND EMPLOYEES AND
2.56 GENERAL MUNICIPAL ELECTIONS.**

BE IT ORDAINED by the City Council of the City of Yreka as follows:

SECTION 1. Section 2.04.100 of Chapter 2.04 of the Yreka Municipal Code is hereby deleted in its entirety:

~~2.04.100—Council vacancies. In the event a vacancy is created on the city council, such vacancy may be filled by the council by appointing a person to fill said vacancy who shall hold office only until the date of a special election, which shall immediately be called to fill the remainder of the term of the person creating the vacancy. Said special election may be held on the date of the next regularly scheduled election to be held throughout the city not less than ninety days from call of the special election, unless such an election date falls more than two hundred seventy days from the call of the special election, in which case the special election shall be held on the next regularly scheduled election date not less than ninety days from the call of the special election. Any such appointment made pursuant to this section shall refer to this section and shall otherwise be in accordance with Government Code Section 36512.2 and amendments thereto. Appointments pursuant to this section are at the election of the city council and nothing herein shall be construed to prohibit the filling of any such vacancy as may be otherwise permitted by law.~~

SECTION 2. Section 2.18.010 and Section 2.18.020 of Chapter 2.18 of the Yreka Municipal Code is hereby supplanted with the following:

“Section 2.18.010 Transfer of Accounting and Financial Duties of City Clerk to Finance Director. The financial and accounting duties imposed upon the City Clerk by *the* Government Code Sections 40802 through 40805 are hereby transferred to the Finance Director.”

“Section 2.18.020 Finance Director Duties. In addition to other duties assigned to the Finance Director, the Finance Director shall perform all duties as set forth in Government Code Sections 37203, 37204, 37205, 37208, and Sections 40802 through 40805 and is designated as the City’s Accounting Officer who shall maintain records readily reflecting the financial condition of the City.”

SECTION 3. Section 2.24.050 of Chapter 2.24 of the Yreka Municipal Code is hereby supplanted with the following:

“2.24.050 - Director to supervise department. The director of public works, under the supervision and direction of the ~~City Council and City Manager~~, shall have supervision, direction and control of the department of public works.”

SECTION 4. Section 2.24.010 of Chapter 2.24 of the Yreka Municipal Code is hereby deleted in its entirety:

~~“Section 2.24.010—Appointment of director, engineer and collector of water rents. The City Council, under the authority of Section 852 of the Municipal Corporation Bill, shall appoint a director of public works, a civil engineer and a collector of water rents of the city, each and all of the officers to hold office during the pleasure of the City Council and City Manager.~~

SECTION 5. Section 2.44.010 of Chapter 2.44 of the Yreka Municipal Code is hereby deleted in its entirety:

~~“2.44.010—Age limit—Extension. Except as hereinafter provided, no person shall be employed by the city, either as an employee, servant, officer or official, after such a person shall have attained the age of sixty five years, and no person employed by the city shall remain in the employ of the city after he or she shall have attained the age of sixty five years, and any employee, servant, officer or official of the city, upon attaining the age of sixty five years, shall be retired and the employment of such person, either as employee, servant, officer or official, shall be terminated effective upon the attainment of such age, provided, however, that by resolution of the city council, adopted by a majority of two thirds of the entire council then in office, employment of any employee, servant, officer or official, may be extended annually but not for more than one year at a time, nor in any event beyond the age of seventy years, and that when any such resolution is adopted as to any such employee, servant, officer or official, no other such resolution shall again be adopted prior to the expiration of eleven months after the adoption of the previous such resolution. In the event of the adoption of such resolution, the employee, servant, officer or official as to whom the resolution has been adopted shall be retired and his employment terminated effective at the expiration of the period of extension provided by such resolution unless such employment be further extended as hereinbefore provided.”~~

SECTION 6. Section 2.56.020 of Chapter 2.56 of the Yreka Municipal Code is hereby deleted in its entirety:

~~2.56.020—Expiration of terms of city officers. In accordance with the provisions of subparagraph (d) of Government Code Section 36503.5, those city officers whose terms of office would have, prior to the adoption of the ordinance codified in this chapter, expired on the Tuesday succeeding the second Tuesday in April of every even numbered year, shall instead continue in their offices until no later than the fourth Tuesday after the day of the general municipal election, and until their successors are elected and qualified.~~

SECTION 7. If any section, subsection, part, clause, sentence or phrase of this Ordinance 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 Ordinance, the application thereof, shall not be effected thereby but shall remain in full force and effect, it being the intention of the City Council to adopt each and every section, subsection, part, clause, sentence phrase regardless of whether any other section, subsection, part, clause, sentence or phrase or the application thereof is held to be invalid or unconstitutional.

SECTION 8. Validity. If any section, subsection, part, clause, sentence or phrase of this Ordinance 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 Ordinance, 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 9. Posting and Publication. The City Clerk is directed to cause a copy of the full text of this ordinance to be published once in an adjudicated newspaper of general circulation in the City of Yreka within fifteen (15) days after adoption of this ordinance.

SECTION 10. Codification. The City Clerk is directed and authorized to instruct the publisher of the City of Yreka Municipal Code that codification of this Ordinance is limited to Sections 1, 2, 3, 4, 5, and 6.

Introduced at a regular meeting of the City Council held November 7, 2013, and adopted as an Ordinance of the City of Yreka at a regular meeting of the City Council held on _____ by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

David Simmen, Mayor

APPROVED AS TO FORM

Liz Casson, City Clerk

DOHN R. HENION, City Attorney



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Rhetta Hogan, Finance Director
Steve Baker, City Manager
Agenda title: Approve proposal to prepay long term debt with USDA 2002 COP
Meeting date: November 21, 2013

Summary:

As part of the long term planning for the sewer fund, staff was planning to repay the higher interest rate debt from the 2002 USDA Certificates of Participation for the East Side sewer Project later this fiscal year. This repayment has become timely because in working through the new lending agreements for the 2012 USDA COP for the wastewater treatment plant and wastewater distribution improvement, the City is ineligible to subordinate any further debt against the 2002 USDA COP without modification of the original documents. In evaluating two options of reissuance of contract documents for the 2002 COP or prepayment, staff is recommending prepayment. As City Treasurer, this is one of two debt servicing agreements that should be considered for prepayment due to the current rate environment and due to available cash on hand. The other prepayment debt servicing will be brought to the Council in early 2014 regarding the debt financing on the fire engines through Sovereign Bank.

Earlier prepayment of USDA 2002 COP loan will benefit the City and utility rate payers:

- By restructuring debt servicing portfolio to a lower weighted interest rate at 2.75%.
- By relieving the City of subordinate debt restrictions on proposed financing of the 2012 USDA COP.
- By saving ratepayers interest expense on debt servicing at 4%.

Fiscal Impact:

Principal \$793,000, Interest from 9/1/2013 to 12/13/2013 \$9,112.48 or \$802,112.48

Future interest payment savings \$634,882.50 from 9/1/2013 to 9/1/2041

Recommendation and Requested Action:

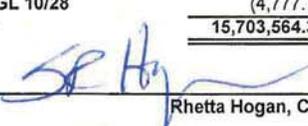
Approve proposal to prepay Eastside Sewer USDA 2002 COP that includes principal of \$793,000 and accrued interest of \$9,112.48, effective December 13, 2013.

Approved by: _____

Steven Baker, City Manager

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

Fund Type	Fund	Fund Description	Previous Balance	Receipts / Debits	Disbursements / Credits	Cash Balance by Fund	
General-Unrestricted	01	General Operating	\$ 1,697,997.49	\$ 356,551.33	\$ 387,651.06	\$ 1,666,897.76	
General-Designated	01	Comm Art	2,772.56	-	-	2,772.56	
General-Designated	01	Fire Museum	4,952.35	-	-	4,952.35	
General-Designated	01	Planning Deposits	-	-	-	0.00	
General-Designated	01	Sidewalk in Lieu	35,803.46	-	-	35,803.46	
General-Designated	01	Parkland Trust	-	-	-	0.00	
General-Designated	01	Police Asset Forfeit	6,424.78	-	-	6,424.78	
General-Designated	01	Parking Fees	63,011.04	-	-	63,011.04	
General-Designated	01	Campbell Tract Redemption	48,020.34	-	-	48,020.34	
General-Designated	01	Baker Tract/Lucas	-	-	-	0.00	
General-Designated	02	Gifts Donations	3,552.80	-	-	3,552.80	
General-Designated	02	K-9 Unit	11,449.83	7.40	-	11,457.23	
General-Designated	02	YPD Donated - Hitson	7,601.17	10.47	500.00	7,111.64	
General-Designated	02	YPD Donated - Travellers	3,511.12	-	-	3,511.12	
General-Designated	02	YPD Donated - Teen Fund	1,553.08	200.00	-	1,753.08	
General-Designated	02	Greenhorn Park Redevelopment	-	-	-	0.00	
General-Designated	03	YVFD Volunter Fund	59,551.70	1,266.85	-	60,818.55	
General-Restricted	04	Crandell Cash	1,975,541.14	2,995.30	1,799.28	1,976,737.16	
General-Restricted	04	Morgan Stanely SmithBarney-Crandall	-	-	-	0.00	
General-Designated	08	Grant Projects Reserve	1,126,608.39	8,414.63	16,829.26	1,118,193.76	
General-Designated	08	PERS Pension Liability Reserve	(407,681.39)	8,414.63	-	(399,266.76)	
General-Designated	09	Reserves for Cap. Outlay	954,253.21	-	-	954,253.21	General - All
General-Designated	10	Capital Outlay	167,810.65	1,200.00	13,394.30	155,616.35	\$ 5,721,620.43
Spec. Rev. -Streets	20	Gas Tax 2106	76,123.94	39,858.61	54,899.94	61,082.61	
Spec. Rev. -Streets	20	Traffic Conjestion Relief	-	-	-	0.00	
Spec. Rev. -Streets	21	Local Transportation	365,698.42	261.95	-	365,960.37	Streets
Spec. Rev. -Streets	24	Fines - Traffic Safety	167,336.04	2,584.70	53,558.11	116,362.63	\$ 543,405.61
Special Revenue	30	Fire Assessment Spec. Rev	391,977.24	21,436.50	11,813.58	401,600.16	
Special Revenue	31	Landfill Access Fee - Debt Service	(177,593.20)	19,959.29	561.46	(158,195.37)	Special Revenues
Special Revenue	32	Developer Impact Fees	393,310.81	854.44	-	394,165.25	\$ 637,570.04
Special Grants	60	Spec Grants Capital Outlay	(508,858.70)	91,241.50	35,206.12	(452,823.32)	Special Grants
Special Grants	65	Community Development Grants	255,872.44	2,966.70	221.53	258,617.61	\$ (194,205.71)
Water Enterprise	70	Water Operating	116,505.68	368,495.19	159,496.76	325,504.11	
Water Enterprise	71	Water Capital Projects	(11,316.83)	-	7,933.27	(19,250.10)	
Water Enterprise	72	Water Debt Servicing	300,138.13	-	188,363.75	111,774.38	
Water Enterprise	72	USDA COPS 2010	200,000.00	-	-	200,000.00	Water Enterprise
Water Enterprise	74	Water Reserves	5,342,584.17	57,101.26	-	5,399,685.43	\$ 6,017,713.82
Sewer Enterprise	80	Sewer Operating	(69,373.74)	221,628.55	153,349.48	(1,094.67)	
Sewer Enterprise	81	Sewer Capital Outlay	(255,951.89)	-	118,354.77	(374,306.66)	
Sewer Enterprise	82	Sewer Debt Servicing	47,447.40	-	76,843.72	(29,396.32)	
Sewer Enterprise	82	USDA COPS 2003	100,000.00	-	-	100,000.00	Enterprise-Sewer
Sewer Enterprise	84	Sewer Reserves	3,209,215.09	52,142.49	-	3,261,357.58	\$ 2,956,559.93
Agency	90	Agency - Cash	(1,319.01)	368,308.88	346,589.66	20,400.21	Agency- Payroll
						\$ 20,400.21	
COLUMN TOTALS			\$ 15,704,529.71	\$ 1,625,900.67	\$ 1,627,366.05	\$ 15,703,064.33	\$ 15,703,064.33
BANK RECAPITULATION			PER BANK	Market Value	PER LEDGER		
L.A.I.F. 0.266%			14,990,231.73	14,990,231.73			
Petty Cash Drawers			1,200.00				
YVFD Petty Cash			100.00				
TriCounties YVFD DDA			61,000.78				
Scott Valley Bank - ZBA (s/b zero)			-				
Scott Valley Bank - Primary DDA			754,947.83				
TOTAL PER BANK			15,807,480.34		15,703,564.33		
ADJUSTMENTS							
Less Outstanding Checks SVB			(98,790.56)				
Less Outstanding Checks TCB			(282.23)				
SVB DDA Interest 10/31 GL 11/1			(65.49)				
PERS ACH SVB 11/1 GL 10/28			(4,777.73)				
TOTAL PER LEDGER			15,703,564.33		15,703,564.33		


Rhetta Hogan, City Treasurer

David Simmen, City Mayor

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

Fund Analysis	Fund	REVENUE		EXPENSE		Excess of Rev over Exp.-Surplus/ (Deficit)		Based on Operating Budget			Current Cash Balance	
		Adopted	Operating Budget	Year to Date	Adopted	Operating Budget	Year to Date	Operating Budget	Net-Actual Year to Date	Prelim Close Beginning Working Capital		Operating Budget Net Increase / (Decrease)
Major Grp	00											
Investment in LAIF	01	4,779,294.00	4,787,794.00	560,398.31	4,737,653.29	4,747,783.29	1,629,890.28	40,010.71	(1,069,491.97)	2,904,550.58	40,010.71	2,944,561.29
General Operating Fund		4,779,294.00	4,787,794.00	560,398.31	4,737,653.29	4,747,783.29	1,629,890.28	40,010.71	(1,069,491.97)	2,904,550.58	40,010.71	2,944,561.29
Gifts Donations	02	500.00	500.00	417.87	1,200.00	1,200.00	125.40	(700.00)	292.47	27,593.40	(700.00)	26,893.40
YVFD Volunteer Fund	03	17,500.00	17,500.00	2,952.42	17,500.00	2,359.21	2,359.21	-	593.21	60,225.34	-	60,225.34
Trusts -Crandell-Stewart	04	5,200.00	5,200.00	71,567.06	31,700.00	31,700.00	7,043.33	(26,500.00)	64,523.73	1,910,735.05	(26,500.00)	1,884,235.05
General Fund Reserves	08	(117,051.00)	(117,051.00)	(31,039.08)	(178,028.00)	(178,028.00)	(18,480.83)	60,977.00	(12,558.25)	731,485.25	60,977.00	792,462.25
Reserves for Cap. Outlay	09	(150,000.00)	(150,000.00)	(150,000.00)	355,000.00	355,000.00	-	(505,000.00)	(150,000.00)	1,104,253.21	(505,000.00)	599,253.21
Capital Outlay	10	257,500.00	257,500.00	250,000.00	257,500.00	257,500.00	42,450.37	-	207,549.63	-	-	155,616.35
Construction Fund	11											
General Fund - Restricted or Designated		13,649.00	13,649.00	143,898.27	484,872.00	484,872.00	33,497.48	(471,223.00)	110,400.79	3,834,292.25	(471,223.00)	3,363,069.25
Total General Fund		4,792,943.00	4,801,443.00	704,296.58	5,222,525.29	5,232,655.29	1,653,387.76	(431,212.29)	(959,051.18)	6,738,542.83	(431,212.29)	6,307,630.54
Gas Tax & Traffic Cong.	20	923,016.69	923,016.69	222,416.58	923,016.69	923,016.69	163,229.95	-	59,186.63	1,895.98	-	1,895.98
Local Transportation	21	(169,469.87)	(82,884.87)	(83,488.05)	173,625.00	201,690.00	-	(284,574.87)	(83,488.05)	449,448.42	(284,574.87)	164,873.55
Fines - Traffic Safety	24	88,000.72	88,000.72	94,006.19	88,000.72	88,000.72	63,791.96	-	30,214.23	86,148.40	-	116,362.63
Road, Street & Transit - Restricted		842,547.54	928,132.54	232,934.72	1,184,642.41	1,212,707.41	227,021.91	(284,574.87)	5,912.81	537,492.80	(284,574.87)	252,917.93
Total Road, Streets and Transit		842,547.54	928,132.54	232,934.72	1,184,642.41	1,212,707.41	227,021.91	(284,574.87)	5,912.81	537,492.80	(284,574.87)	252,917.93
Fire Assessment Spec. Rev	30	230,750.00	230,750.00	78,015.45	142,424.90	142,424.90	35,745.51	88,325.10	42,269.94	375,220.07	88,325.10	463,545.17
Landfill Access Fee - Debt Service	31	216,000.00	216,000.00	73,542.95	181,620.93	181,620.93	176,906.20	16,000.00	(103,263.25)	(34,659.39)	16,000.00	(80,263.32)
Developer Impact Fees	32	16,000.00	16,000.00	254.28	-	-	-	16,000.00	254.28	92,194.80	16,000.00	108,194.80
Special Revenue - Restricted		462,750.00	462,750.00	151,812.68	324,045.83	324,045.83	212,551.71	138,704.17	(60,739.03)	432,755.48	138,704.17	571,459.65
Total Special Revenue		462,750.00	462,750.00	151,812.68	324,045.83	324,045.83	212,551.71	138,704.17	(60,739.03)	432,755.48	138,704.17	571,459.65
Spec Grants Capital Outlay	60	2,511,470.00	2,511,470.00	(85,768.30)	2,511,470.00	2,511,470.00	367,055.02	5,950.00	(452,823.32)	-	-	(452,823.32)
Community Development Grants	65	5,950.00	5,950.00	3,975.85	-	-	327.29	-	3,648.56	250,862.00	5,950.00	256,812.00
Special Grants - Capital Projects		2,517,420.00	2,517,420.00	(81,792.45)	2,511,470.00	2,511,470.00	367,382.31	5,950.00	(449,174.76)	250,862.00	5,950.00	256,812.00
Special Grants - Operating & Capital Projects		2,517,420.00	2,517,420.00	(81,792.45)	2,511,470.00	2,511,470.00	367,382.31	5,950.00	(449,174.76)	250,862.00	5,950.00	256,812.00
Water Operating	70	1,602,343.05	1,602,343.05	710,782.84	1,602,343.05	1,602,343.05	392,105.48	-	318,677.46	-	-	325,504.11
Water Capital Projects	71	305,000.00	305,000.00	686.98	305,000.00	305,000.00	19,937.05	-	(19,250.07)	-	-	(19,250.10)
Water Debt Servicing	72	262,456.25	262,456.25	262,456.25	262,456.25	262,456.25	37,681.87	-	224,774.38	215,346.75	-	311,774.38
Water Reserves	74	585,700.70	585,700.70	276,191.18	585,700.70	585,700.70	-	585,700.70	276,191.18	5,587,286.97	585,700.70	6,172,987.67
Water Enterprise		2,755,500.00	2,755,500.00	1,250,117.35	2,169,799.30	2,169,799.30	449,724.40	585,700.70	800,392.95	5,802,633.72	585,700.70	6,388,334.42
Sewer Operating	80	1,715,574.12	1,715,574.12	490,779.39	1,715,574.12	1,715,574.12	345,446.19	-	145,333.20	-	-	(1,084.67)
Sewer Capital Outlay	81	3,391,102.52	3,391,102.52	126,843.72	3,391,102.52	3,391,102.52	124,122.80	-	(124,122.80)	-	-	(374,306.66)
Sewer Debt Servicing	82	(2,926,258.80)	(2,926,258.80)	(2,926,258.80)	(2,926,258.80)	(2,926,258.80)	11,851.19	183,082.16	114,992.53	27,002.82	-	70,603.68
Sewer Reserves	84	183,082.16	183,082.16	204,622.38	257,500.00	257,500.00	42,450.37	183,082.16	204,622.38	3,153,168.83	183,082.16	3,261,357.58
Sewer Enterprise Fund		2,363,500.00	2,363,500.00	822,245.49	2,180,417.84	2,180,417.84	481,420.18	183,082.16	340,825.31	3,180,171.65	183,082.16	2,965,559.93
Total Enterprise Funds		5,119,000.00	5,119,000.00	2,072,362.84	4,350,217.14	4,350,217.14	931,144.58	768,782.86	1,141,218.26	8,982,805.37	768,782.86	9,751,588.23
Agency Trust - Cash	90	-	-	-	-	-	(20,735.94)	-	20,735.94	-	-	20,400.21
Agency Funds		-	-	-	-	-	(20,735.94)	-	20,735.94	-	-	20,400.21
Total Agency Funds		-	-	-	-	-	(20,735.94)	-	20,735.94	-	-	20,400.21
All Funds Combined		13,734,660.54	13,828,745.54	3,079,614.37	13,692,900.67	13,631,095.67	3,380,752.33	197,649.87	(301,137.96)	16,942,758.48	197,649.87	17,140,408.35
												16,703,564.33

Approval: _____ David Simmen, City Mayor