

YREKA CITY COUNCIL  
AGENDA

December 17, 2015 – 6:30 P.M.

Yreka City Council Chamber 701 Fourth Street, Yreka, CA

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

PLEDGE OF ALLEGIANCE

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

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

1. Discussion/Possible Action - Consent Calendar: All matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion or a member of the audience wishes to comment on an item. The City Manager recommends approval of the following consent calendar items:
  - a. Approval of Minutes of the special meeting held November 20, 2015 and the regular meeting held December 3, 2015.
  - b. Approval/ratification of payments issued from December 4, 2015 through December 17, 2015.
  - c. Adopt Resolution approving requests associated with the Special Event of the Jefferson Mountain Bike Association known as the Humbug Hurry-Up to be held June 25, 2016.
  - d. Acceptance of Treasurer's Report and Budget to Actual for the month of October 2015.
2. Discussion/Possible Action – Adopt Resolution approving agreement for the Collection of Solid Waste within the City of Yreka.
3. Discussion/Possible Action – Adopt Resolution authorizing implementation of a Signing Bonus program for Lateral Police Officers from other agencies.
4. Discussion/Possible Action – Adopt Resolution agreeing to collaborate with the City of Weed and Siskiyou County for a Brownfields Assessment Coalition Grant.

City Manager Report

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

Adjournment.

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

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

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

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF YREKA  
HELD IN SAID CITY ON DECEMBER 3, 2015

On the 3<sup>rd</sup>. day of December 2015, the City Council of the City of Yreka met in the City Council Chambers of said City in regular session, and upon roll call, the following were present: Deborah Baird, Bryan Foster, Joan Smith Freeman, John Mercier, and David Simmen. Absent – None.

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

- a. Approval of Minutes of the special meeting held November 12, 2015 and the regular meeting held November 19, 2015.
- b. Approval/ratification of payments issued from November 19, 2015 through December 3, 2015.

Councilmember Simmen requested item 1b be removed for discussion.

Following Council discussion, Councilmember Foster moved to approve item 1a on the consent calendar as submitted.

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

Approval/ratification of payments issued from November 19, 2015 through December 3, 2015.

Following Council discussion, Councilmember Simmen moved to approve/ratify the payments as submitted.

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

City Manager Report - Discussion/Direction to Staff: Marijuana Ordinances.

Following Council discussion, it was the consensus of the Council to authorize the City Manager and the City Attorney to prepare an Ordinance for Council consideration.

**ADJOURNMENT** There being no further business before the Council the meeting was adjourned in honor of former Montague Mayor/City Councilmember Phil Robustellini.

Attest:

\_\_\_\_\_  
Bryan Foster, Mayor Pro-Tempore  
Minutes approved by Council  
Motion December 17, 2015

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

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF  
YREKA HELD IN SAID CITY ON NOVEMBER 20, 2015

On the 20<sup>th</sup> day of November 2015, the City Council of the City of Yreka met in the City Council Chambers of said City in special session, and upon roll call, the following were present: Deborah Baird, Bryan Foster, Joan Smith Freeman, John Mercier and David Simmen. Absent – None.

**CLOSED SESSION:**

1. Public Employee Discipline/Dismissal/Release, Pursuant to Government Code Section 54957(b) (Position affected: Police Officer).

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

On Closed Session Item #1, there was a motion on a confidential matter made by Councilmember David Simmen and seconded by Councilmember Bryan Foster. The motion passed unanimously by a 5-0 vote.

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

Attest:

\_\_\_\_\_  
John Mercier, Mayor  
Minutes approved by Council  
Motion December 17, 2015

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

# Accounts Payable

## Manual Check Proof List

User: lysandra  
Printed: 12/04/2015 - 9:00AM  
Batch: 00004.12.2015



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 1052	CALPERS						
				596	12/03/2015		
14665497	7,848.00	12/03/2015	INV 14665497			90-000-0000-951-170	
Total for Check	7,848.00						
Total for 1052	7,848.00						
	<hr/> <hr/>						
Total Checks:	7,848.00						
	<hr/> <hr/>						

# Accounts Payable

## Manual Check Proof List

User: lysandra  
Printed: 12/04/2015 - 8:58AM  
Batch: 00003.12.2015



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 1052	CALPERS						
				595	12/03/2015		
14665489	10,979.00	12/03/2015	INV 14665489			90-000-0000-951-170	
Total for Check	10,979.00						
Total for 1052	10,979.00						
	<hr/> <hr/>						
Total Checks:	10,979.00						
	<hr/> <hr/>						

# Accounts Payable

## Void Check Proof List

User: lysandra  
 Printed: 12/07/2015 - 4:27PM  
 Batch: 00001.12.2015



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task	Type	PONumber	Close PO?	Line Item
Vendor: 1150		RHETTA HOGAN								
Check No: 106553		Check Date: 11/24/2015								
	208.00	TRNG 12/1-4	11/24/2015	TRNG 12/1-4 SAN DIEGO						0
01-030-0000-512-000										
Check Total:	208.00									
Vendor Total:	208.00									
Vendor: 2147		RAY ALLEN MANUFACTUR								
Check No: 106603		Check Date: 12/04/2015								
	42.00	1085638	12/01/2015	INV 1085638						0
01-020-0000-515-000										
	11.27	1048267	10/19/2015	INV 1048267						0
01-300-0000-515-000										
	19.34	1048267	10/19/2015	INV 1048267						0
01-060-0000-515-000										
	9.92	1048267	10/19/2015	INV 1048267						0
01-030-0000-515-000										
	16.42	1048267	10/19/2015	INV 1048267						0
01-030-0000-515-000										
	0.87	1048267	10/19/2015	INV 1048267						0
01-020-0000-515-000										
	27.97	1048267	10/19/2015	INV 1048267						0
70-030-0000-515-000										
	1.33	1048267	10/19/2015	INV 1048267						0
01-210-0000-515-000										
	2.18	1048267	10/19/2015	INV 1048267						0
01-210-0000-515-000										
Check Total:	131.30									

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task	Type	PONumber	Close PO?	Line Item
Vendor Total:	131.30									
Report Total:	339.30									

# Accounts Payable

## Manual Check Proof List

User: lysandra  
Printed: 12/09/2015 - 8:24AM  
Batch: 00005.12.2015



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 1297	SCOTT VALLEY BANK						
				597	12/02/2015		
12/02/15	845.02	12/02/2015	CREDIT CARD CHARGES	11/15		70-030-0000-526-100	
Total for Check	845.02						
Total for 1297	845.02						
<hr/> <hr/>							
Total Checks:	845.02						
<hr/> <hr/>							

# Accounts Payable

## Computer Check Proof List by Vendor

User: lysandra  
 Printed: 12/09/2015 - 10:03AM  
 Batch: 00003.12.2015



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3050 46100633	CHEVRON & TEXACO CARD SERVICES INV 46100633	32.51	12/09/2015	70-030-0000-512-000	ACH Enabled: False
	Check Total:	32.51			
Vendor: UB*00218	CITY OF YREKA			70-000-0000-950-000	ACH Enabled: False
	Refund Check	689.69	12/09/2015	70-000-0000-950-000	
	Refund Check	46.00	12/09/2015	70-000-0000-950-000	
	Check Total:	735.69			
Vendor: 1150 REISSUE 106553	RHETTA HOGAN TRNG 12/1-4 SAN DIEGO	157.52	12/09/2015	01-030-0000-512-000	ACH Enabled: False
	Check Total:	157.52			
Vendor: 2216 REISSUE 106603 REISSUE 106603 REISSUE 106603 REISSUE 106603 REISSUE 106603 REISSUE 106603 REISSUE 106603 REISSUE 106603 REISSUE 106603 REISSUE 106603	RAY MORGAN COMPANY INV 1085638 INV 1048267 INV 1048267 INV 1048267 INV 1048267 INV 1048267 INV 1048267 INV 1048267 INV 1048267 INV 1048267	42.00 11.27 0.01 19.34 9.92 16.42 0.87 27.97 1.33 2.17	12/09/2015 12/09/2015 12/09/2015 12/09/2015 12/09/2015 12/09/2015 12/09/2015 12/09/2015 12/09/2015 12/09/2015	01-020-0000-515-000 01-300-0000-515-000 01-370-0000-515-000 01-060-0000-515-000 01-030-0000-515-000 01-030-0000-515-000 01-020-0000-515-000 70-030-0000-515-000 01-210-0000-515-000 01-020-0000-515-000	ACH Enabled: False
	Check Total:	131.30			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	1,057.02			
	Total of Number of Checks:	4			

# Accounts Payable

## Void Check Proof List

User: lysandra  
Printed: 12/10/2015 - 8:48AM  
Batch: 00002.12.2015



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task	Type	PONumber	Close PO?	Line Item
Vendor: 1133		DAVID GAMACHE								
Check No: 106582		Check Date: 12/04/2015								
	11.00	TRNG 12/16	11/24/2015	TRNG 12/16 REDDING						0
01-200-6506-513-004										
Check Total:	11.00									
Vendor Total:	11.00									
Report Total:	11.00									

# Accounts Payable

## Computer Check Proof List by Vendor

User: lysandra  
 Printed: 12/10/2015 - 10:32AM  
 Batch: 00005.12.2015



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 2271	ACCELA INC #774375			Check Sequence: 1	ACH Enabled: False
31889	INV 31889	315.50	12/18/2015	70-030-0000-526-100	
31889	INV 31889	315.50	12/18/2015	80-030-0000-526-100	
	Check Total:	631.00			
Vendor: 3007	AMERIGAS			Check Sequence: 2	ACH Enabled: False
802608225	INV 802608225 - FLEET USAGE: 72.1 GAL., I	333.15	12/18/2015	01-350-0000-518-002	
802608225	INV 802608225 - FLEET USAGE: 72.1 GAL., I	407.82	12/18/2015	70-510-0000-518-002	
802608225	INV 802608225 - FLEET USAGE: 72.1 GAL., I	407.83	12/18/2015	01-370-0000-518-002	
802608260	INV 802608260 - PROPANE 200 GAL. FOR W	389.35	12/18/2015	80-560-0000-518-002	
802611660	INV 802611660 - PROPANE FOR FILTER PLA	713.64	12/18/2015	70-510-0000-518-002	
	Check Total:	2,251.79			
Vendor: 2217	TIMOTHY ASELTINE			Check Sequence: 3	ACH Enabled: False
1293	INV 1293	60.00	12/18/2015	01-200-0000-520-001	
	Check Total:	60.00			
Vendor: 4301	AT&T CALNET			Check Sequence: 4	ACH Enabled: False
7330842	INV 7330842	17.97	12/18/2015	70-510-0000-517-000	
7330843	INV 7330843	56.16	12/18/2015	70-510-0000-517-000	
7330844	INV 7330844	19.84	12/18/2015	70-510-0000-517-000	
	Check Total:	93.97			
Vendor: 6021	BASIC LABORATORY INC			Check Sequence: 5	ACH Enabled: False
1511539	INV 1511539 - WKLY EFFLUENT LAB TESTI	135.40	12/18/2015	80-560-0000-416-001	
	Check Total:	135.40			
Vendor: 1023	BAXTER AUTO PARTS			Check Sequence: 6	ACH Enabled: False
3011215 11/15	ACCT 3011215 11/15	160.86	12/18/2015	01-350-0000-520-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	160.86			
Vendor: 1979	NEIL BINGHAM			Check Sequence: 7	ACH Enabled: False
2015-33	INV 2015-33 - KENNEL ELECTRICAL	1,603.00	12/18/2015	01-230-0000-521-000	
2015-37	INV 2015-37 - KENNEL ELECTRICAL	298.00	12/18/2015	01-230-0000-521-000	
	Check Total:	1,901.00			
Vendor: 1077	COMPUTER LOGISTICS CORPORATION			Check Sequence: 8	ACH Enabled: False
66402	INV 66402 - MONTHLY CONTRACT	1,666.67	12/18/2015	01-200-0000-525-001	
66415	INV 66415 - CLOUD	144.00	12/18/2015	01-200-0000-517-000	
	Check Total:	1,810.67			
Vendor: 1085	CREATIVE FORMS & CONCEPTS			Check Sequence: 9	ACH Enabled: False
114311	INV 114311 - TAX FORMS	166.71	12/18/2015	01-030-0000-515-000	
	Check Total:	166.71			
Vendor: 3118	CROSS PETROLEUM			Check Sequence: 10	ACH Enabled: False
77532-IN	INV 77532-IN - CHEVRON MEROPA 100 FOF	77.85	12/18/2015	80-560-0000-420-003	
	Check Total:	77.85			
Vendor: 1107	DISH NETWORK			Check Sequence: 11	ACH Enabled: False
0354090 12/15	8255707080354090 12/15	65.68	12/18/2015	01-200-0000-517-000	
	Check Total:	65.68			
Vendor: 1116	DRY CREEK LANDFILL INC			Check Sequence: 12	ACH Enabled: False
2184686	INV 2184686 - SLUDGE DISPOSAL FEE	651.60	12/18/2015	80-560-0000-420-006	
	Check Total:	651.60			
Vendor: 1810	FASTENAL COMPANY			Check Sequence: 13	ACH Enabled: False
CAYRE4094	INV CAYRE4094 - TAPE MEASURE FOR TR	29.01	12/18/2015	24-320-0000-416-000	
CAYRE4108	INV CAYRE4108 - BRACING HARDWARE F	530.22	12/18/2015	70-510-0000-420-001	
	Check Total:	559.23			
Vendor: 1123	FEDEX			Check Sequence: 14	ACH Enabled: False
5-238-73664	INV 5-238-73664 - 15Y-2169 & POST TESTS	64.82	12/18/2015	01-200-0000-516-000	
	Check Total:	64.82			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1132 12/18/15	CHRIS GAMACHE CLOTHING ALLOW 12/15	90.00	12/18/2015	Check Sequence: 15 01-200-0000-510-000	ACH Enabled: False
	Check Total:	90.00			
Vendor: 1137 6351 6626 6631 7931	GERARD PELLETIER TRANSFER (PW) INV 6351 ACCT 165 - DISPOSAL COST FOR INV 6626 ACCT 165 - DISPOSAL COST FOR INV 6631 ACCT 165 - DISPOSAL COST FOR INV 7931 ACCT 165 - DISPOSAL COST FOR	67.26 14.82 32.88 59.28	12/18/2015 12/18/2015 12/18/2015 12/18/2015	Check Sequence: 16 01-370-0000-518-004 01-400-0000-518-004 01-400-0000-518-004 01-370-0000-518-004	ACH Enabled: False
	Check Total:	174.24			
Vendor: 1140 9897984655	GRAINGER INV 9897984655 - DAYTON MOTOR FOR YP	103.80	12/18/2015	Check Sequence: 17 01-200-0000-521-000	ACH Enabled: False
	Check Total:	103.80			
Vendor: 2142 12/18/15	DOHN HENION DECEMBER 2015 (2)	1,250.00	12/18/2015	Check Sequence: 18 01-040-0000-525-001	ACH Enabled: False
	Check Total:	1,250.00			
Vendor: 1148 1510COY-FHR	THOMAS HESSELDENZ INV 1510COY-FHR	31,176.40	12/18/2015	Check Sequence: 19 60-390-6035-525-000	ACH Enabled: False
	Check Total:	31,176.40			
Vendor: 1149 24521-IN	HINDERLITER DE LLAMAS & ASSOCIATES INV 24521-IN	450.00	12/18/2015	Check Sequence: 20 01-020-0000-526-000	ACH Enabled: False
	Check Total:	450.00			
Vendor: 1156 2016 DUES	IGLEPOA INV 16-138 2016 DUES	160.00	12/18/2015	Check Sequence: 21 70-510-0000-526-000	ACH Enabled: False
	Check Total:	160.00			
Vendor: 23080 41636 41637 41639 41647 41699 41719	JIM WILSON MOTORS CM 41636 - CORE RETURN #277 INV 41637 - RIVET #277 INV 41639 - SEAT COVER #511 INV 41647 - MOULDING #277 INV 41699 - WHEEL ASSEMBLY #299 INV 41719 - GAS CAP #512	-80.63 3.23 209.63 107.53 181.95 22.36	12/18/2015 12/18/2015 12/18/2015 12/18/2015 12/18/2015 12/18/2015	Check Sequence: 22 01-350-0000-520-000 01-350-0000-520-000 01-350-0000-520-000 01-350-0000-520-000 01-350-0000-520-000 01-350-0000-520-000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
41770	INV 41770 - TRANS KEY/FOBS #561	206.81	12/18/2015	01-350-0000-520-000	
41785	INV 41785 - TPMS KIT #561	66.53	12/18/2015	01-350-0000-520-000	
49029	INV 49029 - ALIGNMENT #283	69.95	12/18/2015	01-350-0000-520-000	
	Check Total:	787.36			
Vendor: 1880	JW WOOD CO INC			Check Sequence: 23	ACH Enabled: False
R446327	INV R446327 - 210' SDR26814 SEWER PIPE	1,072.31	12/18/2015	80-550-0000-416-008	
	Check Total:	1,072.31			
Vendor: 2319	KOFF & ASSOCIATES			Check Sequence: 24	ACH Enabled: False
2819	INV 2819 - CLASSIFICATION STUDY	5,280.00	12/18/2015	01-110-0000-525-000	
	Check Total:	5,280.00			
Vendor: 1184	LEHR AUTO ELECTRIC INC			Check Sequence: 25	ACH Enabled: False
01118430	INV 01118430 - CABLE	113.05	12/18/2015	01-350-0000-520-000	
	Check Total:	113.05			
Vendor: 13Y6401	MEEK'S (FALL CREEK)			Check Sequence: 26	ACH Enabled: False
807925	INV 807925 - BITS, 5/16"X6" SCREWS	63.95	12/18/2015	70-510-0000-420-000	
808311	INV 808311 - PEST BLOCK, FILE, KNEEPAD	64.46	12/18/2015	70-510-0000-420-000	
808603	INV 808603 - GLOVES, 250 FT WIRE	232.17	12/18/2015	70-510-0000-420-001	
808671	INV 808671 - HARDWARE CLOTH, LEFT CU	19.24	12/18/2015	70-510-0000-420-000	
808886	INV 808886 - PAINT MIXER	5.36	12/18/2015	70-510-0000-420-000	
810822	INV 810822 - CAULK, SCREWS, JOIST HAN	55.60	12/18/2015	70-510-0000-420-001	
810937	INV 810937 -NAIL CLAW BAR, SIMPSON TII	24.93	12/18/2015	70-510-0000-420-001	
	Check Total:	465.71			
Vendor: 13Y6402	MEEK'S (FLEET)			Check Sequence: 27	ACH Enabled: False
812029	INV 812029 - LADDER	161.24	12/18/2015	01-350-0000-450-000	
	Check Total:	161.24			
Vendor: 13Y6403	MEEK'S (PUBLIC WORKS)			Check Sequence: 28	ACH Enabled: False
72599	CM 72599 - CREDIT FOR UNUSED FENCE P	-18.19	12/18/2015	20-310-0000-416-001	
808106	INV 808106 - CEMENT FOR PATCHING AFTI	116.96	12/18/2015	70-500-0000-416-001	
810052	INV 810052 - WOOD FOR END OF STREET E	366.11	12/18/2015	20-310-0000-416-001	
810596	INV 810596 - LAG BOLTS & FLAT WASHERS	16.99	12/18/2015	20-310-0000-416-001	
	Check Total:	481.87			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1216 7752	MOUNTAIN AIR HEATING COOLING & REF INV 7752 - BRAND NEW BELL & GOSSETT	2,502.35	12/18/2015	Check Sequence: 29 01-470-0000-521-000	ACH Enabled: False
	Check Total:	2,502.35			
Vendor: 1432 NOV NOV NOV	MOUNTAIN READY MIX INV NOV - BASE ROCK (90) YDS SPLIT BE1 INV NOV - BASE ROCK (90) YDS SPLIT BE1 INV NOV - BASE ROCK (90) YDS SPLIT BE1	900.00 900.00 900.00	12/18/2015 12/18/2015 12/18/2015	Check Sequence: 30 20-310-0000-420-521 70-500-0000-416-001 80-550-0000-416-001	ACH Enabled: False
	Check Total:	2,700.00			
Vendor: 1212 180580	MT SHASTA SPRING WATER INV 180580 - DISTILLED WATER (6) 5-GAL I	53.95	12/18/2015	Check Sequence: 31 80-560-0000-420-003	ACH Enabled: False
	Check Total:	53.95			
Vendor: 1213 2710-3168 2710-3169 2710-3188 2710-3194	MT SHASTA TITLE INV 2710-3168 PRELIMINARY REPORT INV 2710-3169 PRELIMINARY REPORT INV 2710-3188 PRELIMINARY REPORT INV 2710-3194 PRELIMINARY REPORT	395.00 395.00 395.00 395.00	12/18/2015 12/18/2015 12/18/2015 12/18/2015	Check Sequence: 32 60-390-6035-525-000 60-390-6035-525-000 60-390-6035-525-000 60-390-6035-525-000	ACH Enabled: False
	Check Total:	1,580.00			
Vendor: 1396 5638521	PUBLIC SAFETY CENTER INC INV 5638521 - 2 PR GLOVES	62.36	12/18/2015	Check Sequence: 33 01-200-0000-416-000	ACH Enabled: False
	Check Total:	62.36			
Vendor: 17014 9959748 9960851	QUILL CORPORATION INV 9959748 - PH REST INV 9960851 - PAPER/BATTERIES	10.95 105.32	12/18/2015 12/18/2015	Check Sequence: 34 01-200-0000-515-000 01-200-0000-515-000	ACH Enabled: False
	Check Total:	116.27			
Vendor: 2219 825264	PAUL RICKEY INV 825264 - WHEEL ASSEMBLY #867	103.07	12/18/2015	Check Sequence: 35 01-350-0000-520-000	ACH Enabled: False
	Check Total:	103.07			
Vendor: 1289 12/18/15	SC GENERAL SERVICES RECYCLING GRANT FUNDS	5,000.00	12/18/2015	Check Sequence: 36 01-090-6505-561-000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	5,000.00			
Vendor: 1304 10597	SHASTA VALLEY CHAINSAW INV 10597 - CHAINS (2) FOR CHAINSAW	35.48	12/18/2015	Check Sequence: 37 01-400-0000-416-000	ACH Enabled: False
	Check Total:	35.48			
Vendor: 19102 343546	SISKIYOU DISTRIBUTING INV 343546 - TRASH BAGS (5) CASES OF 60	250.58	12/18/2015	Check Sequence: 38 01-400-0000-416-000	ACH Enabled: False
	Check Total:	250.58			
Vendor: 1314 12668 12668	SISKIYOU OPPORTUNITY CENTER INV 12668 - MAILING UTILITY BILLS INV 12668 - SHREDDING	316.08 4.20	12/18/2015 12/18/2015	Check Sequence: 39 70-030-0000-526-000 70-030-0000-526-000	ACH Enabled: False
	Check Total:	320.28			
Vendor: 1800 ARV/27464263	SNAP-ON INDUSTRIAL INV ARV/27464263 - PARTS WASHER	6,812.37	12/18/2015	Check Sequence: 40 01-350-0000-450-000	ACH Enabled: False
	Check Total:	6,812.37			
Vendor: 1333 42774 42989 43027 43060 43060 43064 43085 43201	STEINHOFF HEAVY EQUIPMENT & REPAIR INV 42774 - FITTINGS #309 INV 42989 - HOSE & FITTINGS #309 INV 43027 - CRAB HOOKS FOR END OF STI INV 43060 - HOOKS, CLEVIS, & RINGS FOR INV 43060 - HOOKS, CLEVIS, & RINGS FOR INV 43064 - HOSE & FITTINGS #460 INV 43085 - WIRE #511 INV 43201 - (1) 20x20 TARP TO COVER COLI	12.39 38.85 21.19 113.60 113.59 58.27 161.79 338.63	12/18/2015 12/18/2015 12/18/2015 12/18/2015 12/18/2015 12/18/2015 12/18/2015 12/18/2015	Check Sequence: 41 01-350-0000-520-000 01-350-0000-520-000 20-310-0000-416-001 70-500-0000-416-000 80-550-0000-416-000 01-350-0000-520-000 01-350-0000-520-000 80-550-0000-416-000	ACH Enabled: False
	Check Total:	858.31			
Vendor: 20015 468276 12/15	TERMINIX INTERNATIONAL ACCT 468276 - FOR 1 YEAR	391.56	12/18/2015	Check Sequence: 42 01-480-0000-525-000	ACH Enabled: False
	Check Total:	391.56			
Vendor: 1231 NOV 2015	TRANSUNION RISK & ALTERNATIVE NOV 2015 CONTRACT	141.50	12/18/2015	Check Sequence: 43 01-200-0000-525-000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	141.50			
Vendor: 21027	UNITED PARCEL SERVICE			Check Sequence: 44	ACH Enabled: False
84V993485	INV 84V993485 - SHIPPING TO LEHR AUTO	8.72	12/18/2015	01-350-0000-520-000	
84V993485	INV 84V993485 - SHIPPING TO LEHR AUTO	3.61	12/18/2015	01-350-0000-520-000	
84V993485	INV 84V993485 - SHIPPING COST FOR CUS	26.67	12/18/2015	70-500-0000-416-009	
	Check Total:	39.00			
Vendor: 4185	VERIZON WIRELESS			Check Sequence: 45	ACH Enabled: False
9755799796	INV 9755799796	371.58	12/18/2015	01-200-0000-517-000	
9755996268	INV 9755996268	38.67	12/18/2015	01-020-0000-517-000	
9755996268	INV 9755996268	38.01	12/18/2015	01-030-0000-517-000	
9755996268	INV 9755996268	2.12	12/18/2015	01-080-0000-517-000	
9755996268	INV 9755996268	38.01	12/18/2015	01-150-0000-517-000	
9755996268	INV 9755996268	-217.47	12/18/2015	01-210-0000-517-000	
9755996268	INV 9755996268	39.02	12/18/2015	01-220-0000-517-000	
9755996268	INV 9755996268	39.02	12/18/2015	01-230-0000-517-000	
9755996268	INV 9755996268	53.63	12/18/2015	01-300-0000-517-000	
9755996268	INV 9755996268	53.63	12/18/2015	01-350-0000-517-000	
9755996268	INV 9755996268	56.80	12/18/2015	01-370-0000-517-000	
9755996268	INV 9755996268	20.16	12/18/2015	01-400-0000-517-000	
9755996268	INV 9755996268	14.42	12/18/2015	20-310-0000-517-000	
9755996268	INV 9755996268	2.12	12/18/2015	20-390-0000-517-000	
9755996268	INV 9755996268	3.80	12/18/2015	24-320-0000-517-000	
9755996268	INV 9755996268	89.31	12/18/2015	70-500-0000-517-000	
9755996268	INV 9755996268	71.08	12/18/2015	70-510-0000-517-000	
9755996268	INV 9755996268	114.03	12/18/2015	70-510-0000-517-001	
9755996268	INV 9755996268	46.01	12/18/2015	80-550-0000-517-000	
9755996268	INV 9755996268	52.07	12/18/2015	80-560-0000-517-000	
	Check Total:	926.02			
Vendor: 23008	WAL-MART COMMUNITY			Check Sequence: 46	ACH Enabled: False
008944	INV 008944 - (4) 4" CLAMPS	17.07	12/18/2015	70-510-0000-420-000	
	Check Total:	17.07			
Vendor: 23040	WELDON'S TIRE SERVICE			Check Sequence: 47	ACH Enabled: False
40104	INV 40104 - SPARE TIRE - #317	154.53	12/18/2015	01-350-0000-520-200	
40193	INV 40193 - TIRE REPAIR	14.00	12/18/2015	01-350-0000-520-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	168.53			
Vendor: 2334 273015	WESTON WARD WHITE INV 273015 - TREE CUT DOWN IN MINER S	875.00	12/18/2015	01-400-0000-416-000	Check Sequence: 48 ACH Enabled: False
	Check Total:	875.00			
Vendor: 25005 1395 11/15	YREKA AUTO PARTS ACCT 1395 11/15	1,070.21	12/18/2015	01-350-0000-520-000	Check Sequence: 49 ACH Enabled: False
	Check Total:	1,070.21			
Vendor: 1375 12/06/15 12/06/15 12/06/15 12/06/15 12/06/15 12/06/15	YREKA FIRE DEPT NOVEMBER 2015 NOVEMBER 2015 NOVEMBER 2015 NOVEMBER 2015 NOVEMBER 2015 NOVEMBER 2015	978.00 285.17 69.88 89.00 334.00 49.00	12/18/2015 12/18/2015 12/18/2015 12/18/2015 12/18/2015 12/18/2015	01-210-0000-560-000 01-210-0000-416-000 01-210-0000-416-001 01-210-0000-421-000 01-210-0000-510-000 01-210-0000-515-000	Check Sequence: 50 ACH Enabled: False
	Check Total:	1,805.05			
Vendor: 25120 024631 11/15 276134	YREKA TRANSFER ACCT 024631 11/15 INV 276134 ACCT 47811 - SLUDGE DISPOSAL	102.00 1,453.71	12/18/2015 12/18/2015	01-200-0000-518-004 80-560-0000-420-006	Check Sequence: 51 ACH Enabled: False
	Check Total:	1,555.71			
Vendor: 1391 107006	YREKA VETERINARY HOSPITAL INV 107006 - EXAM	43.00	12/18/2015	01-230-0000-416-000	Check Sequence: 52 ACH Enabled: False
	Check Total:	43.00			
	Total for Check Run:	77,824.23			
	Total of Number of Checks:	52			



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

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To: Yreka City Council  
Prepared by: City Clerk  
Agenda title: Adopt Resolution No. 2015-40 approving requests associated with the Special Event of the Jefferson Mountain Bike Association known as the Humbug Hurry-Up to be held June 25, 2016.  
Meeting date: December 17, 2015

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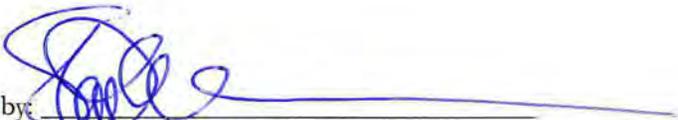
Discussion:

Jill Harris has submitted the attached request on behalf of the Jefferson Mountain Bike Association to hold the Humbug Hurry-Up in Greenhorn Park during the weekend of June 24, 25, & 26, 2016.

Fiscal Impact: Applicant will provide a refundable deposit of \$500 to cover clean-up costs and/or any damage to the park facility.

Recommendation and Requested Action:

That the Council adopt Resolution No. 2015-40 authorizing use of Greenhorn Park for the Humbug Hurry-Up event.

Approved by:   
Steven Baker, City Manager

# HUMBUG HURRY UP

Presented By:



Jefferson Mountain Bike Association

City of Yreka  
701 4<sup>th</sup> Street  
Yreka, CA 96097

December 3, 2015

Members of Yreka City Council,

Jefferson Mountain Bike Association is very excited to bring the Humbug Hurry-up back to Greenhorn Park on June 25, 2016. We view the "Hurry-up" as a way to promote Greenhorn Park as a community resource and a focal point of community pride. Our club has worked hard since 2012 to make improvements to the trails and cycling opportunities in the park.

We are requesting the following for the 2015 Humbug Hurry Up:

1. Waiver of park Reservation Fee.
2. Exclusive use of the trails for race course(s). Permission to maintain existing trails within Greenhorn Park in preparation for the event.
3. Exclusive use of the Lower Greenhorn Lawn and Parking area.
4. Permission for overnight camping in Lower Greenhorn Park for the night of June 24, 2016 and morning of June 26, 2016.
5. Permission to have vendors at the event. Insurance will be provided by Rotary Club of Yreka to cover vendors. All vendors will require approval by Rotary Club of Yreka.
6. Permission for JMBA to sell beer on the day of the race. We are a non-profit and will follow ABC's guidelines for one-day permits as well as all terms and conditions that may be required by the Chief of Police.

Sincerely,  
Jill Harris

Jefferson Mountain Bike Association – Race Director

**RESOLUTION NO. 2015-40**  
**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA**  
**APPROVING REQUESTS ASSOCIATED WITH SPECIAL EVENT OF**  
**THE JEFFERSON MOUNTAIN BIKE ASSOCIATION**  
**KNOWN AS THE HUMBUG HURRY UP**  
**TO BE HELD ON JUNE 25, 2016**

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

WHEREAS, the Jefferson Mountain Bike Association desires to sponsor the Humbug Hurry Up Mountain Bike Race, during the weekend of June 24, 25, and 26, 2016, at Greenhorn Park, which is City property; and,

WHEREAS, the sponsor requests use of portions of Lower and Upper Greenhorn Park for the Humbug Hurry Up Mountain Bike Race event, and waiver of any use fees; and,

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

- Business License – YMC Section 5.04.
- Park Regulations YMC Chapter 9.50
- Vehicle controls- YMC Chapter 10.73
- Sound Amplifying Devices-YMC Chapter 9.28
- Temporary Signs-YMC Section 13.16.020(d)
- Camping in Public Parks – YMC Section 9.50.020

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

WHEREAS, this event will not include the installation of any structures, it will feature overnight camping on City property during the event by the race participants only; and,

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

WHEREAS, the Chief of Police has been consulted and is available for appropriate determinations and arrangements with the Humbug Hurry Up Mountain Bike Race under Section 10.73.050 in connection with this event; and,

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

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

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

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

Section 2. The Council hereby orders:

a) The Jefferson Mountain Bike Association, sponsor of the Humbug Hurry Up Mountain Bike Race (“event sponsor”) is granted the use of portions of Lower and Upper Greenhorn Park areas, and in particular those areas designated by the Director of Public Works, for the event, during the weekend of June 24, 25, and 26, 2016, under the terms and conditions of the Encroachment Agreement to be negotiated between the event sponsor and the Public Works Department.

b) The park reservation fee is waived for this event and a permission is hereby granted for patrons of the event to camp overnight in Lower Greenhorn Park in the areas designated by the Director of Public Works or his designee and to park recreational vehicles overnight in the Parking Lot for the purposes of overnight camping, which is subject the following conditions:

- i. No vehicles are allowed on the lawn areas, not even to temporarily unload or load;
- ii. Only tents without stakes are permitted;
- iii. No barbeques are to be placed on the lawns; absolutely no fires are permitted.
- iv. No vendors are allowed on the lawn areas;
- v. The event sponsor shall maintain a clean atmosphere in the park;
- vi. A refundable deposit of \$500 shall be paid to the City prior to the event to cover clean-up costs and/or any possible damage to the park facility.

The event sponsor shall clean up the premises used after the event, and shall comply which such other and further direction as may be given by the Director of Public Works or his designee in connection with the event, or as provided in the Encroachment Agreement;

c) Permission is granted for event sponsor and other vendors with written approval from event sponsor, to obtain daily business licenses to sell in a recreation area for this event. All vendors, including non-profit organizations, are required to obtain a City of Yreka Daily

Business License for this specific event. The business license fee is \$5.00 per day. Non-profit organization/service groups may be eligible for a “fee waiver”.

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

d) Event sponsor is granted permission to sell beer in Greenhorn Park during the event subject to the terms and conditions as may be placed by the Alcoholic Beverage Control Board (ABC) and the Chief of Police.

e) The event sponsor shall provide the City with proof of general liability insurance of not less than \$1,000,000 and a separate endorsement naming the City of Yreka as additionally insured specific to the event dates and location, at least 1 week prior to the event. Event sponsor will be responsible and indemnify, defend and hold harmless the City for acts of the vendors and volunteers within the park.

f) The event sponsor shall pay for any services required by the Public Works Department. At the conclusion of the event, the Public Works Department will deduct the fees from any deposit given or submit an invoice to event sponsor for such services in accordance with the fee schedule of the Use and Encroachment Agreement.

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

Section 3. The Director of Public Works is authorized to negotiate an encroachment agreement with the Yreka Rotary for the purpose of trail conditioning in preparation for the event.

Section 4: City Manager is hereby delegated the authority to review and approve or deny event sponsor's requests for participation by other City departments to be part of the event (such as a demonstration or for event services other than emergency response), and to fix such terms and conditions upon any approval as the City Manager deems appropriate and in the interests of the City of Yreka.

Section 5. 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 6. The City Manager, the Chief of Police, the Director of Public Works 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 7. This resolution shall take effect immediately upon its passage.

Passed and adopted this 17<sup>th</sup> day of December 2015, by the following vote:

AYES:

NAYS:

ABSENT: Mercier

\_\_\_\_\_  
Bryan Foster,  
Mayor Pro-tempore

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

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

Fund Analysis		REVENUE			EXPENSE			Excess of Rev over Exp.-Surplus/ (Deficit)		Based on Operating Budget			Current Cash Balance
		Adopted	Operating Budget	Year to Date	Adopted	Operating Budget	Year to Date	Operating Budget	Net Actual Year to Date	Beginning Working Capital	Operating Budget Net Increase / (Decrease)	Ending Working Capital	
Major Grp	Fund												
Investment in LAIF	00	-	-	-	-	-	-	-	-	-	-	-	-
General Operating	01	4,914,225.50	4,545,003.13	695,315.12	4,898,493.61	4,898,493.61	1,582,368.96	(353,490.48)	(887,053.84)	3,486,120.48	(353,490.48)	3,132,630.00	2,639,340.44
<b>General Operating Fund</b>		<b>4,914,225.50</b>	<b>4,545,003.13</b>	<b>695,315.12</b>	<b>4,898,493.61</b>	<b>4,898,493.61</b>	<b>1,582,368.96</b>	<b>(353,490.48)</b>	<b>(887,053.84)</b>	<b>3,486,120.48</b>	<b>(353,490.48)</b>	<b>3,132,630.00</b>	<b>2,639,340.44</b>
Gifts Donations	02	500.00	500.00	805.00	700.00	700.00	275.97	(200.00)	529.03	27,849.36	(200.00)	27,649.36	28,434.39
YVFD Volunter Fund	03	11,000.00	11,000.00	504.10	11,000.00	11,000.00	(4,225.86)	-	4,729.96	57,823.13	-	57,823.13	62,553.09
Trusts -Crandell-Stewart	04	6,000.00	(524,777.63)	5,140.71	17,000.00	17,000.00	10,851.74	(541,777.63)	(5,711.03)	629,229.77	(541,777.63)	87,452.14	627,457.95
General Fund Reserves	08	(146,030.50)	(146,030.50)	(31,993.08)	(142,568.75)	(142,568.75)	(33,324.08)	(3,461.75)	1,331.00	599,885.58	(3,461.75)	596,423.83	601,216.58
Reserves for Cap. Outlay	09	100,000.00	100,000.00	-	180,958.35	180,958.35	-	(80,958.35)	-	564,070.67	(80,958.35)	483,112.32	564,070.67
Capital Outlay	10	75,500.00	75,500.00	62,922.73	75,500.00	75,500.00	13,790.56	-	49,132.17	-	-	-	49,132.17
Construction Fund	11	-	900,000.00	2,500.00	-	1,835,354.76	17,948.92	(935,354.76)	(15,448.92)	945,372.52	(935,354.76)	10,017.76	929,423.60
Agency Trust - Cash	90	-	-	-	-	-	(23,225.65)	-	23,225.65	-	-	-	24,325.68
<b>General Fund - Restricted or Designated</b>		<b>46,969.50</b>	<b>416,191.87</b>	<b>39,879.46</b>	<b>142,589.60</b>	<b>1,977,944.36</b>	<b>(17,908.40)</b>	<b>(1,561,752.49)</b>	<b>57,787.86</b>	<b>2,824,231.03</b>	<b>(1,561,752.49)</b>	<b>1,262,478.54</b>	<b>2,886,614.13</b>
<b>Total General Fund</b>		<b>4,961,195.00</b>	<b>4,961,195.00</b>	<b>735,194.58</b>	<b>5,041,083.21</b>	<b>6,876,437.97</b>	<b>1,564,460.56</b>	<b>(1,915,242.97)</b>	<b>(829,265.98)</b>	<b>6,310,351.51</b>	<b>(1,915,242.97)</b>	<b>4,395,108.54</b>	<b>5,525,954.57</b>
Gas Tax & Traffic Cong.	20	406,897.27	406,897.27	46,550.76	624,708.87	624,708.87	92,285.26	(217,811.60)	(45,734.50)	0.10	(217,811.60)	(217,811.50)	(45,449.40)
Local Transportation	21	200,000.00	233,457.00	-	218,828.00	250,657.00	-	(17,200.00)	-	339,533.51	(17,200.00)	322,333.51	339,533.51
Fines - Traffic Safety	24	76,208.95	76,208.95	4,901.87	76,208.95	76,208.95	13,145.14	-	(8,243.27)	86,328.65	-	86,328.65	79,588.91
<b>Road, Street &amp; Transit - Restricted</b>		<b>683,106.22</b>	<b>716,563.22</b>	<b>51,452.63</b>	<b>919,745.82</b>	<b>951,574.82</b>	<b>105,430.40</b>	<b>(235,011.60)</b>	<b>(53,977.77)</b>	<b>425,862.26</b>	<b>(235,011.60)</b>	<b>190,850.66</b>	<b>373,673.02</b>
<b>Total Road, Streets and Transit</b>		<b>683,106.22</b>	<b>716,563.22</b>	<b>51,452.63</b>	<b>919,745.82</b>	<b>951,574.82</b>	<b>105,430.40</b>	<b>(235,011.60)</b>	<b>(53,977.77)</b>	<b>425,862.26</b>	<b>(235,011.60)</b>	<b>190,850.66</b>	<b>373,673.02</b>
Fire Assessment Spec. Rev	30	230,750.00	230,750.00	82,096.67	129,727.69	129,727.69	43,281.61	101,022.31	38,815.06	130,603.78	101,022.31	231,626.09	152,817.14
Landfill Access Fee - Debt Service	31	218,000.00	218,000.00	78,695.27	181,224.71	181,224.71	177,121.86	36,775.29	(98,426.59)	54,346.52	36,775.29	91,121.81	(66,197.97)
Developer Impact Fees	32	16,000.00	16,000.00	-	-	-	-	16,000.00	-	243,270.21	16,000.00	259,270.21	243,270.21
<b>Special Revenue - Restricted</b>		<b>464,750.00</b>	<b>464,750.00</b>	<b>160,791.94</b>	<b>310,952.40</b>	<b>310,952.40</b>	<b>220,403.47</b>	<b>153,797.60</b>	<b>(59,611.53)</b>	<b>428,220.51</b>	<b>153,797.60</b>	<b>582,018.11</b>	<b>329,889.38</b>
<b>Total Special Revenue</b>		<b>464,750.00</b>	<b>464,750.00</b>	<b>160,791.94</b>	<b>310,952.40</b>	<b>310,952.40</b>	<b>220,403.47</b>	<b>153,797.60</b>	<b>(59,611.53)</b>	<b>428,220.51</b>	<b>153,797.60</b>	<b>582,018.11</b>	<b>329,889.38</b>
Spec Grants Capital Outlay	60	2,267,393.35	2,865,301.35	582,995.22	2,267,393.35	2,821,281.35	373,366.97	44,020.00	209,628.25	161,947.96	44,020.00	205,967.96	(431,737.32)
Community Development Grants	65	5,700.00	5,700.00	2,863.79	-	10,750.00	402.26	(5,050.00)	2,461.53	299,175.97	(5,050.00)	294,125.97	307,331.42
<b>Special Grants - Capital Projects</b>		<b>2,273,093.35</b>	<b>2,871,001.35</b>	<b>585,859.01</b>	<b>2,267,393.35</b>	<b>2,832,031.35</b>	<b>373,769.23</b>	<b>38,970.00</b>	<b>212,089.78</b>	<b>461,123.93</b>	<b>38,970.00</b>	<b>500,093.93</b>	<b>(124,405.90)</b>
<b>Special Grants - Operating &amp; Capital Projects</b>		<b>2,273,093.35</b>	<b>2,871,001.35</b>	<b>585,859.01</b>	<b>2,267,393.35</b>	<b>2,832,031.35</b>	<b>373,769.23</b>	<b>38,970.00</b>	<b>212,089.78</b>	<b>461,123.93</b>	<b>38,970.00</b>	<b>500,093.93</b>	<b>(124,405.90)</b>
Water Operating	70	1,590,366.41	1,590,366.41	870,733.21	1,590,366.41	1,590,366.41	479,123.62	-	391,609.59	-	-	-	198,973.81
Water Capital Projects	71	428,000.00	1,723,000.00	10,856.00	428,000.00	1,723,000.00	239,838.79	-	(228,982.79)	-	-	-	(219,207.04)
Water Debt Servicing	72	263,236.00	263,236.00	-	144,236.00	144,236.00	36,393.75	119,000.00	(36,393.75)	521,781.07	119,000.00	640,781.07	366,387.32
Water Reserves	74	476,897.59	(818,102.41)	244,363.39	-	-	-	(818,102.41)	244,363.39	5,587,286.97	(818,102.41)	4,769,184.56	7,337,604.59
<b>Water Enterprise</b>		<b>2,758,500.00</b>	<b>2,758,500.00</b>	<b>1,125,952.60</b>	<b>2,162,602.41</b>	<b>3,457,602.41</b>	<b>755,356.16</b>	<b>(699,102.41)</b>	<b>370,596.44</b>	<b>6,109,068.04</b>	<b>(699,102.41)</b>	<b>5,409,965.63</b>	<b>7,683,758.68</b>
Sewer Operating	80	1,632,426.18	1,632,426.18	619,303.04	1,632,426.18	1,632,426.18	326,147.45	-	293,155.59	-	-	-	148,748.10
Sewer Capital Outlay	81	5,428.00	217,428.00	960,461.05	5,428.00	217,428.00	318,834.00	-	641,627.05	-	-	-	512,588.48
Sewer Debt Servicing	82	278,605.72	278,605.72	(767,533.55)	284,033.72	284,033.72	4,754.86	(5,428.00)	(772,288.41)	100,000.00	(5,428.00)	94,572.00	32,666.01
Sewer Reserves	84	450,540.10	450,540.10	205,486.44	-	-	-	450,540.10	205,486.44	3,153,168.83	450,540.10	3,603,708.93	2,124,647.30
<b>Sewer Enterprise Fund</b>		<b>2,367,000.00</b>	<b>2,579,000.00</b>	<b>1,017,716.98</b>	<b>1,921,887.90</b>	<b>2,133,887.90</b>	<b>649,736.31</b>	<b>445,112.10</b>	<b>367,980.67</b>	<b>3,253,168.83</b>	<b>445,112.10</b>	<b>3,698,280.93</b>	<b>2,818,649.89</b>
<b>Total Enterprise Funds</b>		<b>5,125,500.00</b>	<b>5,337,500.00</b>	<b>2,143,669.58</b>	<b>4,084,490.31</b>	<b>5,591,490.31</b>	<b>1,405,092.47</b>	<b>(253,990.31)</b>	<b>738,577.11</b>	<b>9,362,236.87</b>	<b>(253,990.31)</b>	<b>9,108,246.56</b>	<b>10,502,408.57</b>
<b>All Funds Combined</b>		<b>13,507,644.57</b>	<b>14,351,009.57</b>	<b>3,676,967.74</b>	<b>12,623,665.09</b>	<b>16,562,486.85</b>	<b>3,669,156.13</b>	<b>(2,211,477.28)</b>	<b>7,811.61</b>	<b>16,987,795.08</b>	<b>(2,211,477.28)</b>	<b>14,776,317.80</b>	<b>16,607,519.64</b>

Approval: \_\_\_\_\_ John Mercier, City Mayor

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

Fund Type	Fund	Fund Description	Previous Balance	Receipts / Debits	Disbursements / Credits	Cash Balance by Fund	
General-Unrestricted	01	General Operating	\$ 2,591,201.62	\$ 337,885.18	\$ 450,204.74	\$ 2,478,882.06	
General-Designated	01	Comm Art	2,772.56	-	-	2,772.56	
General-Designated	01	Fire Museum	3,322.35	-	-	3,322.35	
General-Designated	01	Planning Deposits	-	-	-	0.00	
General-Designated	01	Sidewalk in Lieu	36,228.46	-	-	36,228.46	
General-Designated	01	Parkland Trust	300.00	-	-	300.00	
General-Designated	01	Police Asset Forfeit	6,803.63	-	-	6,803.63	
General-Designated	01	Parking Fees	63,011.04	-	-	63,011.04	
General-Designated	01	Campbell Tract Redemption	48,020.34	-	-	48,020.34	
General-Designated	01	Baker Tract/Lucas	-	-	-	0.00	
General-Designated	02	Gifts Donations	5,844.83	405.00	355.00	5,894.83	
General-Designated	02	K-9 Unit	11,565.53	-	-	11,565.53	
General-Designated	02	YPD Donated - Hitson	5,649.06	-	-	5,649.06	
General-Designated	02	YPD Donated - Travellers	2,173.38	-	-	2,173.38	
General-Designated	02	YPD Donated - Teen Fund	3,151.59	-	-	3,151.59	
General-Designated	02	Greenhorn Park Redevelopment	-	-	-	0.00	
General-Designated	03	YVFD Volunter Fund	61,666.15	886.94	-	62,553.09	
General-Restricted	04	Crandell Cash	628,807.97	2,244.98	3,595.00	627,457.95	
General-Restricted	04	Morgan Stanely SmithBarney-Crandall	-	-	-	0.00	
General-Designated	08	Grant Projects Reserve	797,242.08	11,479.79	22,959.58	785,762.29	
General-Designated	08	PERS Pension Liability Reserve	(196,025.50)	11,479.79	-	(184,545.71)	
General-Designated	09	Reserves for Cap. Outlay	564,070.67	-	-	564,070.67	
General-Designated	10	Capital Outlay	49,132.17	-	-	49,132.17	
General-Designated	11	Capital Building Project - YPD	937,417.04	500.00	8,493.44	929,423.60	General - All
Spec. Rev. -Streets	20	Road and Street Funds including HUTA	(47,160.98)	29,150.12	27,438.54	(45,449.40)	
Spec. Rev. -Streets	21	Local Transportation	339,533.51	-	-	339,533.51	Streets
Spec. Rev. -Streets	24	Fines - Traffic Safety	80,566.77	2,879.62	3,857.48	79,588.91	\$ 373,673.02
Special Revenue	30	Fire Assessment Spec. Rev	143,766.60	20,083.63	11,033.09	152,817.14	
Special Revenue	31	Landfill Access Fee - Debt Service	(84,677.77)	19,236.86	757.06	(66,197.97)	Special Revenues
Special Revenue	32	Developer Impact Fees	243,270.21	-	-	243,270.21	\$ 329,889.38
Special Grants	60	Spec Grants Capital Outlay	(751,409.51)	553,674.00	234,001.81	(431,737.32)	Special Grants
Special Grants	65	Community Development Grants	306,224.73	1,483.18	376.49	307,331.42	\$ (124,405.90)
Water Enterprise	70	Water Operating	142,891.93	267,445.14	211,363.26	198,973.81	
Water Enterprise	71	Water Capital Projects	(16,757.30)	-	202,449.74	(219,207.04)	
Water Enterprise	72	Water Debt Servicing	358,174.82	-	191,787.50	166,387.32	
Water Enterprise	72	USDA COPS 2010	200,000.00	-	-	200,000.00	Water Enterprise
Water Enterprise	74	Water Reserves	7,279,734.98	57,869.61	-	7,337,604.59	\$ 7,683,758.68
Sewer Enterprise	80	Sewer Operating	93,232.57	203,813.28	148,297.75	148,748.10	
Sewer Enterprise	81	Sewer Capital Outlay	805,514.39	225.68	293,151.59	512,588.48	
Sewer Enterprise	82	Sewer Debt Servicing	9,509.73	-	76,843.72	(67,333.99)	
Sewer Enterprise	82	USDA COPS 2003	100,000.00	-	-	100,000.00	Enterprise-Sewer
Sewer Enterprise	84	Sewer Reserves	2,073,005.75	51,641.55	-	2,124,647.30	\$ 2,818,649.89
Agency	90	Agency - Cash	(11,878.30)	487,890.18	451,686.20	24,325.68	Agency- Payroll
						\$ 24,325.68	
		<b>COLUMN TOTALS</b>	<b>\$16,885,897.10</b>	<b>\$ 2,060,274.53</b>	<b>\$ 2,338,651.99</b>	<b>\$ 16,607,519.64</b>	<b>\$ 16,607,519.64</b>
		<b>BANK RECAPITULATION</b>	<b>PER BANK</b>	<b>Market Value</b>		<b>PER LEDGER</b>	
		L.A.I.F. 0.357%	16,105,306.59	16,105,306.59			
		Petty Cash Drawers	1,200.00				
		YVFD Petty Cash	100.00				
		TriCounties YVFD DDA	62,999.09				
		Scott Valley Bank - 01036830	-				
		Scott Valley Bank - 01015102	619,067.22				
		<b>TOTAL PER BANK</b>	<b>16,788,672.90</b>				
		<b>ADJUSTMENTS</b>					
		Less Outstanding Checks SVB	(165,027.43)				
		Less Outstanding Checks TCB	(546.00)				
		SVB DDA Interest 9/30 GL 10/3	(70.65)				
		OS CC GL 10/29 and 10/30 SVB 11/2	4,058.28				
		TASC ACH SVB 11/2 GL 10/30	(1,035.74)				
		PERS Pension SVB 11/2 GL 10/30	(17,808.92)				
		O/S Item Cleared 2X	171.30				
		ACH UB Paymt SVB 10/8 GL 11/2	(894.10)				
		<b>TOTAL PER LEDGER</b>	<b>16,607,519.64</b>				<b>16,607,519.64</b>

Rhetta Hogan, City Treasurer

John Mercier, City Mayor



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

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To: Yreka City Council  
Prepared by: Steve Baker, City Manager,  
Agenda title: Adopt Resolution Approving Agreement with Yreka Transfer Company for  
the Collection of Solid Waste Within the City of Yreka.  
Meeting date: December 17, 2015

Discussion:

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

Staff was asked to see if recycling could be improved and if the "may" to "shall" in the recycling program could be modified. Yreka Transfer has a more extensive recycling program than discussed at the previous meeting (see attached). Yreka Transfer also agrees with the language change.

Staff was also asked at the last City Council meeting about Franchise Fees for other agencies. A survey is attached showing Franchise Fees of I-5 cities ranging from none to 7.5% (Oroville has just gone to 10% and Red Bluff is a hybrid of 6% on garbage; 3% on landfill). Note that the other cities surveyed in Siskiyou County, as well as the County, do not have a Franchise Fee.

Staff is recommending renewal of the franchise agreement with an effective date of 11-1-2015. At some point in the future, additional recycling goals may need to be incorporated into the franchise agreement.

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

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

In the event that the council wishes for more information or changes, a six to 12 month extension is recommended to allow time for such changes.

Fiscal Impact:

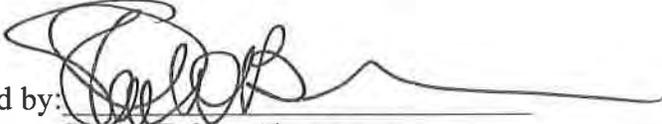
There will be increases in revenue due to the escalation clause.

Recommendation:

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

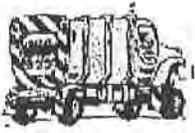
Attachment: Agreement.

Approved by:

A handwritten signature in black ink, appearing to read 'S. Baker', written over a horizontal line.

Steven Baker, City Manager

December 1, 2015



## YREKA TRANSFER, LLC

303 Yama Street, Yreka, CA 96097  
(530) 842-7306 fax: (530) 842-6423

Dear Council Members,

I understand the Council has concerns about recycling efforts in regards to our garbage hauling contract. I'm very proud of the progress we have made in the last five years. I regret missing the meeting so I could share it with you. In 2010, we had a pilot program for curbside recycling. We had approximately 90 customers on the route, which was picked up on the last Friday of the month. We picked up cardboard, newspaper, aluminum cans, and #1 and #2 plastic at the curb. Customers had to separate each item and we put them in bins on a trailer we pulled behind a pickup. As our contract was renewed in November of 2010, we committed to increase our recycling efforts and have followed through with what we said we would do.

In order to go forward with our plans, we realized our baler could not handle any more volume than our recycling center was handling and the system of pickup was inefficient. In late 2010-2011 we purchased a larger automated baler and a conveyer system to address these problems. This along with the pit construction and pad needed for the equipment was \$261,512.00. We purchased a truck with an automated arm for \$161,000.00 that was needed one of the four days it's in use for the curbside route. We initially purchased 300 toter carts and have purchased 400 more through the past four years. Toters cost \$53.50 per cart at this time. Please see the attached chart that shows our volume of recyclables has gone up 465% from 2011, the first year of our expanded program, to 2015. This chart does not include December of 2015, so the volume increase will be even higher than shown. We now pick up over 600 customers at the curb. The customers do not have to separate items. We not only recycle newspaper, but all household paper, which can be 1/3 of a household's trash volume. We pick up the recycling every Friday. This program has been so popular and successful that we will likely have to split Yreka up into two recycling days as we are barely able to pick up and process the recyclables in one day anymore. This is not a pilot program. It is a thriving and growing program.

In addition to the approximately 100,000 lbs of materials we will recycle in our residential curbside recycling program this year we estimate we pick up 115,000 lbs of commercial cardboard and 15000 lbs of commercial paper. We just put in an order to replace the truck we use on our cardboard route which is run twice a week. The replacement truck is \$169,850.00

We are committed to going forward and growing our recycling program but also want to inform the council of our current efforts which we are very proud of.

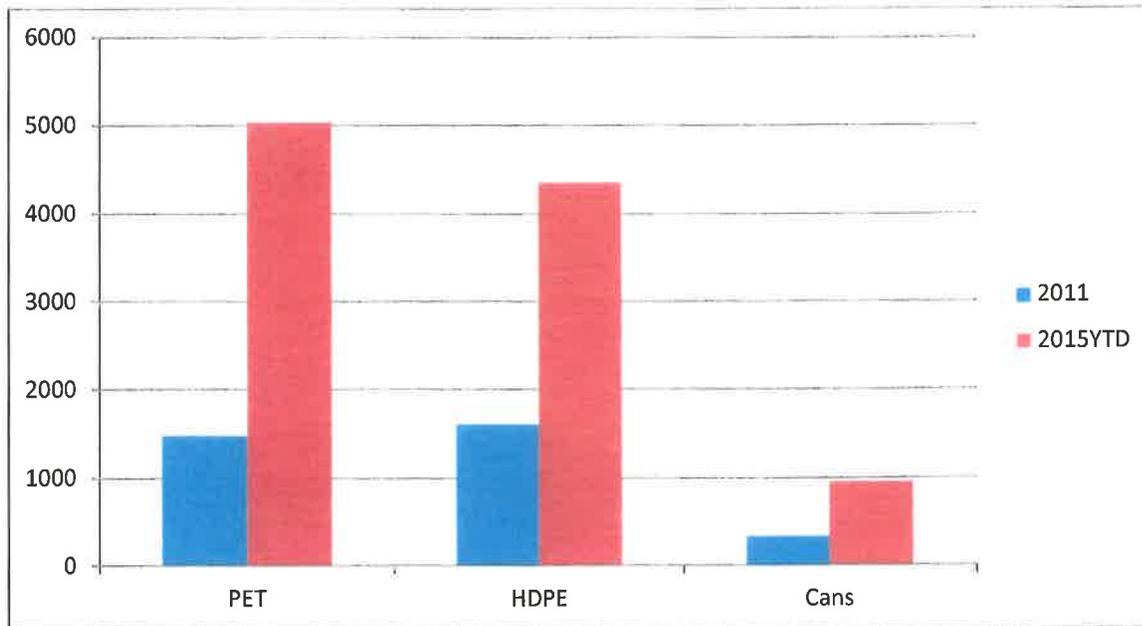
Sincerely,

A handwritten signature in black ink that reads "Karen A Eller". The signature is fluid and cursive.

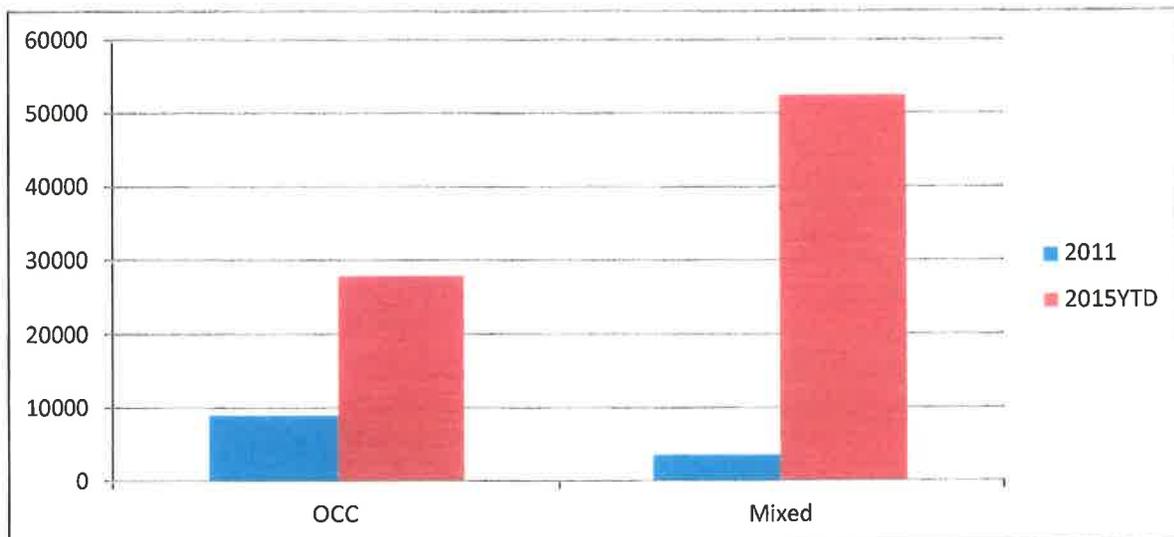
Karen A Eller  
Member, Yreka Transfer LLC

# YTC Curbside Recy 2011 vs 2015YTD

	<u>2011</u>	<u>2015YTD</u>	<u>% Increase</u>
PET	1487	5043.8	239%
HDPE	1618.1	4357.1	169%
Cans	340	956.1	181%



	<u>2011</u>	<u>2015YTD</u>	<u>% Increase</u>
OCC	9028	28056	211%
Mixed	3639.5	52575	1345%



<b>TOTAL WEIGHT RECYCLED 2011</b>	<b>16112.6</b>
<b>TOTAL WEIGHT RECYCLED 2015YTD</b>	<b>90988</b>
<b>TOTAL % INCREASE</b>	<b>465%</b>

**Collection of Garbage Survey  
12/7/2015**

Location	Contact	Franchise	Contract
City of Mt. Shasta	Muriel 926-7510		X John Smith Sanitation
City of Dunsmuir	Julie/Elaine 235-5822 x100		X Clemens Waste Removal
City of Weed	Diane 938-5020		X Clemens Waste Removal
City of Red Bluff	Sandy 527-2605 x-3050	6% 3% tipping	128,000 franchise 60,000 tipping
City of Orland	Angie 865-1610	7.50%	renew next year
County of Siskiyou	Arthur 842-8220		No contract for individual pickup
City of Shasta Lake	Laura 275-7429	6%	52,000 last year contr must hold 2 cleanups
City of Oroville	Rick Farley 538-4307	10%	400,000 est /year
City of Anderson	Liz Cottrell 378-6626	5%	contract ending 2025
City of Corning	John 824-7056	0	X Exclusive contract - pass thru Waste Management
No Response Colusa Redding Williams			

RESOLUTION NO. 2015-

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

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

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

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

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

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

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

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

Passed and adopted this 17th day of December, 2015, by the following vote:

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Bryan Foster,  
Mayor Pro-tempore

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

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

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of December, 2015, by and between the City of Yreka, a municipal corporation, hereinafter referred to as "City" and Yreka Transfer Company, hereinafter referred to as "Contractor" and is based on the following facts:

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

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

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

1. This Contract shall be effective as of November 1, 2015, and shall continue in effect for a period of five (5) years. This Contract shall include and incorporate by reference the contents of Title 6, Health & Sanitation, Chapter 6.08 of the Yreka Municipal Code.

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

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

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

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

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

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

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

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

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

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

4. Municipal Waste Collection and Recycling Program.

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

B. Recycling Program.

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

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

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

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

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

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

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

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5. Franchise Fee.

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

11/01/2015 – 10/31/2016 = 3.00  
11/01/2016 – 10/31/2017 = 3.25  
11/01/2017 – 10/31/2018 = 3.50  
11/01/2018 – 10/31/2019 = 3.75  
11/01/2019 – 10/31/2020 = 4.00

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

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

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

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

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

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

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

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

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

## 8. Means of Performance.

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

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

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

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

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

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

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

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10. Insurance Requirements.

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

Minimum Scope of Insurance:

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

Deductibles and Self-insured Retentions

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

Other Insurance Provision

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

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

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

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

E. Coverage authentication:

Acceptability of Insurers

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

Verification of Coverage

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

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

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

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

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

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

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

15. Contractor represents and warrants that:

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

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

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

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

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

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

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

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

16. Conflict of Interest.

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

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

i. Does not make or participate in:

- a. The making of any governmental decisions regarding approval of a rate, rule, or regulation, the adoption or enforcement of laws;
- b. The issuance, denial, suspension, or revocation of permits, licenses, applications, certificates, approvals, orders, or similar authorization or entitlement;
- c. Authorizing the City to enter into, modify, or renew a contract;
- d. Granting City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
- e. Granting City approval to a plan, design, report, study or similar item;
- f. Adopting or granting City approval of, policies, procedures, standards, or guidelines for the City or for any subdivision thereof.

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

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

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

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

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

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

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

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

19. Events of Default. Each of the following shall constitute an event of default:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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invalid or unenforceable provision had not been contained herein.

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

YREKA TRANSFER, L.L.C.

BY \_\_\_\_\_  
Sharon E. Rizzo, Manager

YREKA TRANSFER, L.L.C.

BY \_\_\_\_\_  
Karen A. Eller, Manager

CITY OF YREKA, a Municipal Corporation

BY \_\_\_\_\_  
Steven Baker, City Manager

ATTEST:

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



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

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To: Yreka City Council  
Prepared by: Brian Bowles, Chief of Police  
Agenda title: Adopt Resolution No. 2015-\_\_ Authorizing Implementation of a Signing Bonus Program for Lateral Police Officers from Other Agencies.  
Meeting date: December 17, 2015

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Discussion:

For the last year, the Yreka Police Department has struggled to get qualified police applicants for the position of Police Officer for the city of Yreka. This is no surprise to law enforcement throughout the state but for us it is a big issue. I will be presenting solutions to the Yreka City Council over the next 3-4 months for your consideration. The solutions will cost the city money but I feel that the money spent will be an investment and will actually save money for the city in the future by not having to recruit and train officers. Tonight I will be tackling the issue of getting cops now, and then look at a long-term plan for the future to ensure the City of Yreka will have good Police Officers that understand our city and will stay.

In the past, we have hired both lateral police officers and persons that had put themselves through the police academy. We have treated them the same except on the pay scale when hiring. I propose a base signing bonus for new lateral police officers with experience and persons who have put themselves through a POST certified full academy. Staff recommends the base signing bonus to start at \$5,000. Lateral Police Officers would receive \$1,000 for each year they have on the job after their POST Basic certificate with a maximum of 10 years accumulated. Staff recommends 50% paid after completion of the field-training program, 25% at the completion of the 1-year probationary period and then 12.5% each year for the next 2 years. The city will recognize years worked over the Basic POST certificate as time worked for the City of Yreka for vacation accrual only.

I know this sounds like a lot of money but for the city to send someone to the academy it will take 12-14 months and \$45,000-\$55,000. We need officers on the street now for officer safety and to prevent employee burnout from excessive overtime while we wait for someone to be sent to the academy. Staff feels we will need to change what we are doing to keep staffing levels up to sustain the average of 1.5 officers leaving every year. This signing bonus will give us the jump we need.

At the current time, this program would cost the city no additional funding due to budgetary savings at the police department. This savings is because of the current vacant positions. I believe that this program can be used in the future within the police budget because of the anticipated average loss of employees in the past years through budgetary savings.

Fiscal Impact:

\$5,000-\$15,000 per new Yreka Police Officer hire. With the current budgetary savings at the police department, this funding can be taken out of the existing budget and would require no additional funding. Staff believes that with the current cost savings we could hire two officers with this signing bonus program.

Recommendation:

That the City Council Adopt Resolution No. 2015-\_\_ Authorizing Implementation of a Signing Bonus Program for Lateral Police Officers from Other Agencies

Approved by:   
Steven Baker, City Manager

RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA  
AUTHORIZING IMPLEMENTATION OF A SIGNING BONUS  
PROGRAM FOR LATERAL POLICE OFFICERS FROM  
OTHER AGENCIES

WHEREAS, the Yreka Police Department recruits for police officers in a highly competitive job market, and

WHEREAS, having a signing bonus program is helpful in attracting trained officers from other Agencies

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Yreka that the City Council authorizes implementation of a Signing Bonus Program for Lateral Police Officers from Other Agencies.

BE IT FURTHER RESOLVED that the City Manager and Police Chief shall have the authority to take all actions necessary or appropriate to implement the Signing Bonus Program.

Passed and adopted this 17<sup>th</sup> day of December 2015, by the following vote:

AYES:

NAYS:

ABSENT: Mercier

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Bryan Foster,  
Mayor Pro-Tempore

Attest:

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Elizabeth E. Casson, City Clerk



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**CITY OF YREKA  
CITY COUNCIL AGENDA MEMORANDUM**

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To: Yreka City Council  
Prepared by: Jeannette Hook, Administrative Assistant  
Agenda title: ADOPT A RESOLUTION AGREEING TO COLLABORATE WITH THE CITY OF WEED AND SISKIYOU COUNTY FOR A BROWNFIELDS ASSESSMENT COALITION GRANT.  
Meeting date: December 17, 2015

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Discussion:

In 2013, the City of Yreka, in cooperation with the Siskiyou County Economic Development Council (SCEDC), completed a successful Brownfields Assessment project with funding from the US Environmental Protection Agency. This grant provided an important economic development tool for the reuse of old industrial sites, and it resulted in the location of several new businesses in Yreka, including Belcampo Meats and Fruit Growers mill on Phillippe Lane.

Staff believes that a new grant would be a valuable opportunity to support business development. Potential sites located within Yreka may be limited and therefore the SCEDC has recommended that the city participate in a regionally collaborative application to ensure funds are available should a specific opportunity present itself.

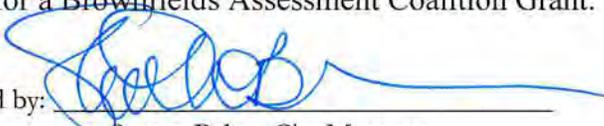
Due to the City's successful experience with the Brownfield's program, SCEDC staff have requested that Yreka act as lead-agency for a project coalition comprised of the cities of Yreka, Weed and Siskiyou County. Should the grant be awarded, the City will act as fiscal sponsor for the project and administer an Advisory Committee comprised of representatives from each participating agency to oversee implementation of, and progress towards, the grant objectives.

Fiscal Impact:

Administering the \$400,000 Yreka Brownfield grant between 2009 and 2012 required approximately \$6250 per year. The administration necessary to support this coalition application in the amount of \$600,000 is likely to require a similar level of effort, or potentially less, over the life of the project. The staff time necessary to administer the project is expected to be borne by each participating agency in order to maximize the funds available for site assessments in support of regional economic development.

Recommendation and Requested Action:

That the Council: Adopt a Resolution agreeing to collaborate with the City of Weed and Siskiyou County for a Brownfields Assessment Coalition Grant.

Approved by:   
Steven Baker, City Manager

RESOLUTION NO. 2015-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA AGREEING TO COLLABORATE WITH THE CITIES OF WEED AND SISKIYOU COUNTY FOR A BROWNFIELDS ASSESSMENT COALITION GRANT

WHEREAS, the United States Environmental Protection Agency has announced the availability of Assessment Grants to provide funding to inventory potential sites, prioritizing, conducting community involvement, site assessments, and preparing cleanup plans for identified brownfield sites; and

WHEREAS, under the provisions of said Assessment Grants, assessment proposals may be submitted by one "lead" eligible entity on behalf of a coalition of eligible entities to create a "pool" of grant funds; and

WHEREAS, a coalition is a group of three or more eligible entities that submits one Grant proposal under the name of one of the coalition participants who will be the grant recipient, if selected and said grant recipient must administer the Grant and be accountable to EPA for proper expenditure of the funds; and

WHEREAS, participating in said coalition is advantageous in that it allows for the consideration of brownfield sites on a larger geographic area to focus on potentially the most economic and environmental appropriate sites; and

WHEREAS, the City of Yreka desires to enter into such a coalition with the City of Weed, and County of Siskiyou and apply on behalf of the Coalition for Grant funding in the amount of \$600,000 from the Environmental Protection Agency (EPA).

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

(1) The City of Yreka agrees to be the lead agency with the City of Weed and Siskiyou County to submit the Grant on behalf of the Coalition and it will be the grant recipient responsible to administer the Grant, be accountable to EPA for proper expenditure of the funds, and will be the point of contact for the other coalition members.

(2) The City Manager is authorized to negotiate and execute a Memorandum of Agreement (MOA) with the Coalition members prior to the expenditure of any funds awarded. This MOA will document a mutually agreed upon site selection process, identify and describe the role of each coalition member, and establish the relationships necessary to achieve the project's goal.

(3) The City will also have the responsibility to review goals, determine priority sites and fund use priorities, oversee progress, and administer the grant with the Environmental Protection Agency.

(4) Authorizes the City Manager, and all other proper officers and officials of the City to execute agreements, other 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.

(5) The grant recipient (City of Yreka) may procure a third-party contractor to conduct regular administration and management of the Grant.

(6) It is further resolved, if any section, subsection, part, clause, sentence or phrase of this Resolution or the application thereof is for any reason held to be invalid or unconstitutional by a decision

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

(7) This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 17th day of December 2015, by the following vote:

AYES:

NOES:

ABSENT: Mercier

ABSTAIN:

\_\_\_\_\_  
Bryan Foster  
Mayor Pro-Tempore

ATTEST: \_\_\_\_\_  
Elizabeth Casson, City Clerk  
City of Yreka