

YREKA CITY COUNCIL  
AGENDA

December 18, 2014 – 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/ratification of payments issued from December 5, 2014 through December 18, 2014.
  - b. Approval of Minutes of the meeting held December 4, 2014.
  - c. Adopt a Resolution to summarily vacate a Right of Way described as an easement across property located at 810 Lane Street, Located on Assessor's Parcel Number 061-041-100.
2. Discussion – Update on the Collier Interpretive and Information Center – Robert L. Rice, Board Member.
3. Discussion/Possible Action – Adopt a Resolution adopting the 2015 meeting calendar for the Yreka City Council.
4. Discussion/Possible Action – Annual Development Impact Fee Report:
  - a. Public Hearing Continued from 12-4-14 – to solicit public comments regarding the City's intention to adopt a Resolution approving updates to the City's Capital Improvement Plan and Development Impact Fee Program.
  - b. Discussion/Possible Action – Adopt Resolution approving updates to the City's Capital Improvement Plan and Development Impact Fee Program.
5. Discussion/Possible Action – Adopt Resolution approving execution of the Memorandum of Understanding between the City of Yreka and the Yreka Police Administration Unit.
6. Discussion/Possible Action – Adopt Resolution approving execution of the Memorandum of Understanding between the City of Yreka and the Confidential Unit.
7. Discussion/Possible Action – Appointment to various committees:
  - Investment and Audit Committee

- Collier Interpretive and Information Center Committee (CIIC).
- Alternate member – Siskiyou Association of Government Entities Committee.

8. City Treasurer's Report: Discussion/Possible Action – Acceptance of:
- a) Cash Balances Report – October 2014
  - b) Budget of Revenue and Expenditures with Year to Date Actuals through October 2014

City Manager Report

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

**CLOSED SESSION:**

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

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

Adjournment.

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

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

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

# Accounts Payable

## Computer Check Proof List by Vendor

User: lysandra  
Printed: 12/09/2014 - 10:36AM  
Batch: 00002.12.2014



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1551	BRIAN KISCHE			Check Sequence: 1	ACH Enabled: False
PAY REQUEST #3	THEATER SIDING #3	50,523.90	12/09/2014	04-470-0000-620-100	
	Check Total:	50,523.90			
Vendor: 19100	SISKIYOU DAILY NEWS			Check Sequence: 2	ACH Enabled: False
105032-75 9/14	ACCT 105032-75 9/14 CLASSIFIED AD	28.75	12/09/2014	70-500-0000-519-000	
105032-75 9/14	ACCT 105032-75 9/14 CLASSIFIED AD	28.75	12/09/2014	80-550-0000-519-000	
105032-75 9/14	ACCT 105032-75 9/14 CLASSIFIED AD	57.50	12/09/2014	80-560-0000-519-000	
	Check Total:	115.00			
	Total for Check Run:	50,638.90			
	Total of Number of Checks:	2			

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# Accounts Payable

## Computer Check Proof List by Vendor

User: lysandra  
 Printed: 12/11/2014 - 1:14PM  
 Batch: 01207.12.2014

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Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1011 LMED1056916	AMERICAN LINEN LMED1056916	25.00	12/19/2014	Check Sequence: 1 01-200-0000-526-000	ACH Enabled: False
	Check Total:	25.00			
Vendor: 1012 101151	AMERICAN VETERINARY HOSPITAL INV 101151	189.47	12/19/2014	Check Sequence: 2 01-230-0000-416-000	ACH Enabled: False
	Check Total:	189.47			
Vendor: 3007 802008861	AMERIGAS INV 802008861	261.25	12/19/2014	Check Sequence: 3 80-560-0000-518-002	ACH Enabled: False
	Check Total:	261.25			
Vendor: 1080 506-3390546 506-3404951 506-3419380 506-3433678	ARAMARK UNIFORM SERVICES INC INV 506-3390546 INV 506-3404951 INV 506-3419380 INV 506-3433678	45.68 45.68 45.68 45.68	12/19/2014 12/19/2014 12/19/2014 12/19/2014	Check Sequence: 4 01-480-0000-525-001 01-480-0000-525-001 01-480-0000-525-001 01-480-0000-525-001	ACH Enabled: False
	Check Total:	182.72			
Vendor: 2217 1130	TIMOTHY ASELTINE INV 1130	60.00	12/19/2014	Check Sequence: 5 01-200-0000-520-001	ACH Enabled: False
	Check Total:	60.00			
Vendor: 1591 9117828 11/14	AT&T ACCT 530 911-7828 615 4 11/14	199.56	12/19/2014	Check Sequence: 6 01-200-0000-517-000	ACH Enabled: False
	Check Total:	199.56			
Vendor: 4301	AT&T CALNET 2			Check Sequence: 7	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
5971037	INV 5971037	15.41	12/19/2014	70-510-0000-517-000	
5971038	INV 5971038	47.98	12/19/2014	70-510-0000-517-000	
5971041	INV 5971041	17.11	12/19/2014	70-510-0000-517-000	
	Check Total:	80.50			
Vendor: 2112	AT&T GLOBAL SERVICES			Check Sequence: 8	ACH Enabled: False
SB822322	INV SB822322	87.07	12/19/2014	80-030-0000-515-000	
SB822322	INV SB822322	87.08	12/19/2014	70-030-0000-515-000	
	Check Total:	174.15			
Vendor: 2114	BARNETT REFRIGERATION INC			Check Sequence: 9	ACH Enabled: False
RFND BL	RFND BUSINESS LICENSE OVERPAY	15.00	12/19/2014	01-030-0000-543-000	
	Check Total:	15.00			
Vendor: 6021	BASIC LABORATORY INC			Check Sequence: 10	ACH Enabled: False
1409958	INV 1409958	135.40	12/19/2014	80-560-0000-416-001	
1410209	INV 1410209	135.40	12/19/2014	80-560-0000-416-001	
1410506	INV 1410506	135.40	12/19/2014	80-560-0000-416-001	
1410818	INV 1410818	249.00	12/19/2014	80-560-0000-416-001	
1410820	INV 1410820	135.40	12/19/2014	80-560-0000-416-001	
1410863	INV 1410863	996.00	12/19/2014	80-560-0000-416-001	
1410864	INV 1410864	747.00	12/19/2014	80-560-0000-416-001	
1410962	INV 1410962	135.40	12/19/2014	80-560-0000-416-001	
	Check Total:	2,669.00			
Vendor: 1423	ALICE BRANDON			Check Sequence: 11	ACH Enabled: False
1909	INV 1909	57.00	12/19/2014	80-560-0000-416-001	
	Check Total:	57.00			
Vendor: 1077	COMPUTER LOGISTICS CORPORATION			Check Sequence: 12	ACH Enabled: False
64003	INV 64003	1,666.67	12/19/2014	01-200-0000-525-001	
64018	INV 64018	144.00	12/19/2014	01-200-0000-525-001	
	Check Total:	1,810.67			
Vendor: 1083	CPCA - CA POLICE CHIEFS ASSN			Check Sequence: 13	ACH Enabled: False
TRNG 2/22-26	TRNG 2/22-26 BOWLES	525.00	12/19/2014	01-200-0000-512-000	
	Check Total:	525.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3118 218838-IN	CROSS PETROLEUM INV 218838-IN	11,579.22	12/19/2014	Check Sequence: 14 01-350-0000-520-100	ACH Enabled: False
	Check Total:	11,579.22			
Vendor: 1107 0354090 12/14	DISH NETWORK 8255707080354090 12/14	60.00	12/19/2014	Check Sequence: 15 01-200-0000-517-000	ACH Enabled: False
	Check Total:	60.00			
Vendor: 1116 2055624 2060426 2064349	DRY CREEK LANDFILL INC INV 2055624 INV 2060426 INV 2064349	2,218.68 2,489.04 1,911.24	12/19/2014 12/19/2014 12/19/2014	Check Sequence: 16 80-560-0000-420-006 80-560-0000-420-006 80-560-0000-420-006	ACH Enabled: False
	Check Total:	6,618.96			
Vendor: 19017 1257940013	FAIRCHILD MEDICAL CENTER YPD EXAM - 11/14/14	341.89	12/19/2014	Check Sequence: 17 01-200-0000-525-000	ACH Enabled: False
	Check Total:	341.89			
Vendor: 2160 90459743 90459743	FISERV INC INV 90459743 INV 90459743	250.00 250.00	12/19/2014 12/19/2014	Check Sequence: 18 70-030-0000-526-000 80-030-0000-526-000	ACH Enabled: False
	Check Total:	500.00			
Vendor: 1902 179817 180509	G & G HARDWARE (WWTP) INV 179817 INV 180509	89.17 27.35	12/19/2014 12/19/2014	Check Sequence: 19 80-560-0000-420-003 80-560-0000-420-003	ACH Enabled: False
	Check Total:	116.52			
Vendor: 2024 9418 9580 9837	GERARD PELLETIER TRANSFER (FLEET) INV 9418 ACCT 45 INV 9580 ACCT 45 INV 9837 ACCT 45	15.00 12.00 18.00	12/19/2014 12/19/2014 12/19/2014	Check Sequence: 20 01-350-0000-416-001 01-350-0000-416-001 01-350-0000-416-001	ACH Enabled: False
	Check Total:	45.00			
Vendor: 2023 9444 98	GERARD PELLETIER TRANSFER (YPD) INV 9444 ACCT 930 INV 98 ACCT 930	5.00 5.00	12/19/2014 12/19/2014	Check Sequence: 21 01-230-0000-416-000 01-230-0000-416-000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	10.00			
Vendor: 2142 12/19/14	DOHN HENION DECEMBER 2014 (2)	1,250.00	12/19/2014	Check Sequence: 22 01-040-0000-525-001	ACH Enabled: False
	Check Total:	1,250.00			
Vendor: 23080 38695 38704 38768 38841 38853 38862	JIM WILSON MOTORS INV 38695 INV 38704 INV 38768 INV 38841 CM 38853 INV 38862	0.86 222.04 21.96 148.67 -55.76 83.23	12/19/2014 12/19/2014 12/19/2014 12/19/2014 12/19/2014 12/19/2014	Check Sequence: 23 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
	Check Total:	421.00			
Vendor: 1466 10172087	JOHN'S SATELLITE INV 10172087	6.44	12/19/2014	Check Sequence: 24 80-560-0000-420-003	ACH Enabled: False
	Check Total:	6.44			
Vendor: 1406 04411	KUBWATER RESOURCES INV 04411	5,365.62	12/19/2014	Check Sequence: 25 80-560-0000-416-004	ACH Enabled: False
	Check Total:	5,365.62			
Vendor: 1184 01104516	LEHR AUTO ELECTRIC INC INV 01104516	1,666.23	12/19/2014	Check Sequence: 26 10-200-0000-650-000	ACH Enabled: False
	Check Total:	1,666.23			
Vendor: 1566 12478	LEXIPOL LLC INV 12478	2,450.00	12/19/2014	Check Sequence: 27 01-200-0000-511-000	ACH Enabled: False
	Check Total:	2,450.00			
Vendor: 1101 43200958 11/14	ARVID MAGNUSON MD ACCT 43200958 11/14	57.00	12/19/2014	Check Sequence: 28 01-200-0000-525-000	ACH Enabled: False
	Check Total:	57.00			
Vendor: 2192 3893219	MALLORY SAFETY & SUPPLY LLC INV 3893219	237.47	12/19/2014	Check Sequence: 29 01-200-0000-416-000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	237.47			
Vendor: 1196 05/29/14	MICHAEL MALONEY YFD EXAM - 181075	52.00	12/19/2014	Check Sequence: 30 01-210-0000-525-000	ACH Enabled: False
	Check Total:	52.00			
Vendor: 1216 6183	MOUNTAIN AIR HEATING, COOLING & RE INV 6183	392.08	12/19/2014	Check Sequence: 31 01-470-0000-521-000	ACH Enabled: False
	Check Total:	392.08			
Vendor: 1212 351612 351916 352933	MT SHASTA SPRING WATER INV 351612 INV 351916 INV 352933	36.50 28.00 45.00	12/19/2014 12/19/2014 12/19/2014	Check Sequence: 32 80-560-0000-420-003 80-560-0000-420-003 80-560-0000-420-003	ACH Enabled: False
	Check Total:	109.50			
Vendor: 15025 193886	OHLUND'S OFFICE SUPPLY INV 193886	13.29	12/19/2014	Check Sequence: 33 01-010-0000-515-000	ACH Enabled: False
	Check Total:	13.29			
Vendor: 1237 1916259	OLIN CORP - CHLOR ALKALI INV 1916259	5,023.78	12/19/2014	Check Sequence: 34 80-560-0000-416-002	ACH Enabled: False
	Check Total:	5,023.78			
Vendor: 25035 40376	MICHAEL SIMAS INV 40376	4,656.47	12/19/2014	Check Sequence: 35 01-220-0000-516-000	ACH Enabled: False
	Check Total:	4,656.47			
Vendor: 19100 7626	SISKIYOU DAILY NEWS LEGAL #7626	81.50	12/19/2014	Check Sequence: 36 01-030-0000-519-000	ACH Enabled: False
	Check Total:	81.50			
Vendor: 1314 12021	SISKIYOU OPPORTUNITY CENTER INV 12021	323.75	12/19/2014	Check Sequence: 37 70-030-0000-526-000	ACH Enabled: False
	Check Total:	323.75			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1570	STATE WATER RESOURCES CONTROL BOA			Check Sequence: 38	ACH Enabled: False
WD-0100986	INV WD-0100986	7,464.00	12/19/2014	80-560-0000- <del>535-000</del>	
WD-0101019	INV WD-0101019	14,929.00	12/19/2014	80-560-0000-535-000	
	Check Total:	22,393.00			
Vendor: 1333	STEINHOFF HEAVY EQUIPMENT & REPAIR			Check Sequence: 39	ACH Enabled: False
33129	INV 33129	49.99	12/19/2014	01-350-0000-520-000	
33134	INV 33134	39.80	12/19/2014	01-350-0000-520-000	
	Check Total:	89.79			
Vendor: 20015	TERMINIX INTERNATIONAL			Check Sequence: 40	ACH Enabled: False
468276 12/14	ACCT 468276 - FOR 1 YEAR	391.56	12/19/2014	01-480-0000-525-000	
	Check Total:	391.56			
Vendor: 1231	TRANSUNION RISK & ALTERNATIVE			Check Sequence: 41	ACH Enabled: False
NOV 2014	NOV 2014 CONTRACT	70.00	12/19/2014	01-200-0000-525-000	
	Check Total:	70.00			
Vendor: 4185	VERIZON WIRELESS			Check Sequence: 42	ACH Enabled: False
9735672097	INV 9735672097	305.33	12/19/2014	01-200-0000-517-000	
	Check Total:	305.33			
Vendor: 23008	WAL-MART COMMUNITY			Check Sequence: 43	ACH Enabled: False
000413	INV 000413	373.39	12/19/2014	10-200-0000-450-000	
001412	INV 001412	18.28	12/19/2014	10-200-0000-450-000	
	Check Total:	391.67			
Vendor: 25005	YREKA AUTO PARTS			Check Sequence: 44	ACH Enabled: False
1395 11/14	ACCT 1395 11/14	613.96	12/19/2014	01-350-0000-520-000	
	Check Total:	613.96			
Vendor: 25120	YREKA TRANSFER			Check Sequence: 45	ACH Enabled: False
225886	INV 225886 ACCT 47811	4,885.53	12/19/2014	80-560-0000-420-006	
	Check Total:	4,885.53			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	76,767.88			
	Total of Number of Checks:	45			

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF  
YREKA HELD IN SAID CITY ON DECEMBER 4, 2014

On the 4<sup>TH</sup> day of December 2014, the City Council of the City of Yreka met in the City Council Chambers of said City in regular session, and upon roll call, the following were present: Robert Bicego, Bryan Foster, Rory McNeil, John Mercier and David Simmen. Absent – None.

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

- a. Approval/ratification of payments issued from November 21, through December 4, 2014.
- b. Approval of Minutes of the meeting held November 20, 2014.

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

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

Mayor Bicego thereupon declared the motion carried.

Adopt Resolution approving execution of the Memorandum of Understanding between the City of Yreka and the Yreka Police Officers Association.

City Manager Steve Baker reported that staff has been negotiating with the Yreka Police Officers Association to reach a Memorandum of Understanding (MOU). The two-year agreement addresses employee compensations for wages and health benefits. The salary schedules reflect a 3.5% increase for calendar year 2015 (which includes 1% pickup from prior year PERS Swap) and 2.5% increase for 2016.

The agreement also changes the cap on health care contributions by the city, increasing them \$20, \$40 and \$60 for employee only, employee and one dependent, employee and two or more dependents, respectively each year (2015 and again in 2016).

In addition, the MOU has updates to reflect current law and practices, particular to Affordable Care Act and has combined the Yreka Police Officers Association and the Yreka Police Sergeants Association into a single agreement.

The fiscal impact is estimated to be approximately \$64,953 in 2015 and \$104,813 in 2016 on an annual basis over the current adopted 2014-15, 2015-16 biannual budget, overtime impacts have not been estimated as that is a variable cost. All increase will be to the general operating fund.

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

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

Mayor Bicego thereupon declared the motion carried.

Adopt Resolution declaring results of the General Municipal Election held November 4, 2014.

City Manager Baker reported that on November 21, 2014, Siskiyou County Clerk, Colleen Setzer, Certified the Final Election Results for the City of Yreka.

<u>Yreka City Council:</u>	Total Votes
<b>John Mercier</b>	<b>1,234</b>
<b>Deborah L. Baird</b>	<b>1,229</b>
<b>Joan Smith Freeman</b>	<b>1,148</b>
Anthony Intiso	620

<u>Measure I – City of Yreka – Quality of Life</u>	
Yes	760
<b>No</b>	<b>1,197</b>

City Manager Baker stated that the Elections Code requires the governing body to adopt a Resolution declaring the election results and to install the newly elected officers no later than the next regularly scheduled City Council meeting following the certification of the election.

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

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

Mayor Bicego thereupon declared the motion carried. Retiring City Councilmembers Robert Bicego and Rory McNeil left the dais.

City Clerk, Elizabeth Casson administered the Oath of Office to the newly elected Councilmembers John Mercier, Deborah Baird and Joan Smith Freeman, and the newly elected Councilmembers took their seats at the dais.

Election of Mayor and Mayor Pro-Tempore:

City Manager Steve Baker opened nominations for the office of Mayor; Councilmember Simmen nominated Councilmember Mercier, there being no further nominations, City Manager Baker closed the nominations and called for the vote: Ayes: Baird, Foster, Freeman, Mercier, &

Simmen. City Manager Baker declared the motion carried and Mayor Mercier assumed the Mayor's chair.

Mayor Mercier opened nominations for the office of Mayor Pro-Tempore. Councilmember Simmen nominated Councilmember Foster, there being no further nominations, Mayor Mercier closed the nominations and called for the vote: Ayes: Baird, Foster, Freeman, Mercier, & Simmen. Mayor Mercier declared the motion carried.

Adopt Resolution agreeing to collaborate with the Cities of Weed and Montague and Siskiyou County to apply for a Brownfields Assessment Coalition Grant.

City Manager Baker reported that in 2013 the City, in cooperation with the Siskiyou County Economic Development Council completed a successful Brownfields Assessment project with funding from the US Environmental Protection Agency. The City was able to conduct an initial review at numerous potential sites, and in-depth Environmental Assessments at several locations, to assist with the reuse and industrial redevelopment of these properties.

Tonya Dowse, Executive Director, Siskiyou County Economic Development Council, addressed the Council stating that while the City of Yreka may not have sufficient specific site needs to be competitive on its own, a collaboration with the Cities of Montague and Weed, and the County of Siskiyou is likely to be a very competitive grant application. The City of Weed will serve as the lead-agency since they have several potential sites to be assessed. A collaborative approach will require participation on an Advisory Committee of participating agencies to oversee implementation of, and progress towards the grant objectives.

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

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

Mayor Mercier thereupon declared the motion carried.

Annual Development Impact Fee Report:

Councilmember Simmen requested that this item be tabled.

Following Council discussion, it was the consensus of the Council to table this item and to continue the Public Hearing to the next regularly scheduled City Council meeting to be held December 18, 2014 at 6:30 pm.

City Treasurer's Report: Acceptance of:

- a) Cash Balances Report – September 2014
- b) Quarterly Treasurer's Investment Report – 1st Quarter FY 2014/2015
- c) Budget of Revenue and Expenditures with Year to Date Actuals through September 2014
- d) Quarterly Fiscal Performance Report – 1st Quarter Fiscal Year to Date 2014/2015

Following Council discussion, Councilmember Baird moved to accept the Treasurer's reports as submitted.

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

Mayor Mercier thereupon declared the motion carried.

**CLOSED SESSION:**

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

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

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

Attest:

\_\_\_\_\_  
 John Mercier, Mayor  
 Minutes approved by Council  
 Motion December 18, 2014

\_\_\_\_\_  
 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 *JH*  
Agenda title: APPROVE A RESOLUTION TO SUMMARILY VACATE A RIGHT OF WAY DESCRIBED AS AN EASEMENT ACROSS PROPERTY LOCATED AT 810 LANE STREET, LOCATED ON ASSESSORS PARCEL NUMBER 061-041-100  
Meeting date: December 18, 2014

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Discussion:

In 2013, staff worked with a property owner to revise a sewer easement at 810/812 Lane Street. When the house was originally constructed on the property, it was inadvertently built over the top of the sewer line within the City's easement. The current owner granted a new easement so that the new sewer lines constructed as a part of the Waste Water System Improvement project would be installed in a different location.

Now that the new sewer line has been constructed and is operational, the old easement is no longer needed and the City may vacate a portion of the easement to release this encumbrance on the property.

Staff recommends that the City Council authorize the vacation of the now-unused easement by approving the attached Resolution.

Fiscal Impact:

There is no fiscal impact of approving the Resolution and vacating a portion of the easement.

Recommendation and Requested Action:

That the Council: APPROVE A RESOLUTION TO SUMMARILY VACATE A RIGHT OF WAY DESCRIBED AS AN EASEMENT ACROSS PROPERTY LOCATED AT 810 LANE STREET, LOCATED ON ASSESSORS PARCEL NUMBER 061-041-100.

*Attachments*

Approved by:   
Steven Baker, City Manager

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA  
SUMMARILY VACATING A WASTEWATER EASEMENT PER STREETS AND  
HIGHWAY CODE, PART 3, CHAPTER 4, §8333(C) LOCATED AT 810 LANE STREET,  
ASSESSORS PARCEL NUMBER 061-041-100 AND FINDING SAID  
ABANDONMENT TO BE EXEMPT FROM CEQA REQUIREMENTS**

WHEREAS, Streets and Highways Code §8333(c) permits summary vacation of easements where the easement has been superseded by relocation and there are no other public facilities located within the easement; and

WHEREAS, the wastewater collection located under a residence located at 812 Lane Street, Yreka, California, on Assessor's Parcel Number 061-041-100, being more particularly described in Exhibit "A," has been relocated and is no longer needed for public utility purposes; and

WHEREAS, no other in-use public facilities are located within the easement to be abandoned; and

WHEREAS, the City, a municipal corporation, is the beneficial holder, in gross, of the dominant tenement in that certain real property described herein as Exhibit "A," attached hereto and incorporated herein by reference; and,

WHEREAS, the City Council of the City of Yreka desires to vacate a portion of a public utility easement

WHEREAS, the summary vacation of said right of way is being conducted pursuant to Chapter 3, Part 3 of Division 9 of the Streets and Highway Code in accordance with Section 8333(c). Upon adoption and recordation of this Resolution, the easement will no longer constitute a public utility easement.

WHEREAS, pursuant to Title 14 of the California Code of Regulations, Section 15061 (b)(3), this action is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project that 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. The wastewater easement described in Exhibit "A" has been superseded by relocation and will not affect any in-place, in-use public utility facilities and the said easement should be abandoned by the City of Yreka, California.

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Section 2. The City Council now summarily vacates, pursuant to Streets and Highways Code, Part 3, Chapter 4, §8333(c) those portions of the said wastewater collection easement more particularly described in Exhibit "A."

Section 3. The Council hereby authorizes the Mayor to execute this resolution and the City Clerk to attest to that execution.

Section 4. The City Clerk is hereby directed to record a certified copy of this resolution with the Siskiyou County Recorder, abandoning the wastewater collection easement described in Exhibit "A." That from and after the date that a certified copy of this resolution is recorded with the County Recorder, the wastewater easement described in Exhibit "A" shall no longer be or constitute a public easement.

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.

Passed and adopted this 18<sup>th</sup> day of December, 2014, by the following vote:

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
John Mercier, Mayor

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

## EXHIBIT "D-1"

The easement being vacated is the existing 10-foot sewer easement shown on that certain plat of Mountain View Subdivision filed for record in Book 6 TMB, at Page 116, Siskiyou County Records lying within the boundaries of Lot 10 as shown thereon.

**Excepting therefrom** the lands within the above description falling within the following described real property:

A portion of Lot 10, according to that certain Tract Map entitled Mountain View Subdivision, filed in the office of the Siskiyou County Recorder in Book 6 of Tract Maps at Page 115, and also a portion of the lands of "Long" as shown on that certain Record of Survey filed in said office in Book 1 of Surveys at Page 103, being situate in the incorporated city of Yreka, Siskiyou County, California, and being described as follows:

A strip of land 10 foot in width, the centerline of which being more particularly described as follows:

Beginning at the Northeast corner of said Lot 10, from which the Southeast corner of Lot 10 bears S.9°42'56"E.;

Thence along a curve to the right, from which the radius point bears S.63°07'09"W., having a radius of 100', through a central angle of 24°28'03", an arc length of 42.70';

Thence S.2°24'48"E., 68.00' to point "A", said point being the intersection of a 10 foot wide sanitary sewer easement as shown in Book 2 of Parcel maps at Page 99 in said office;

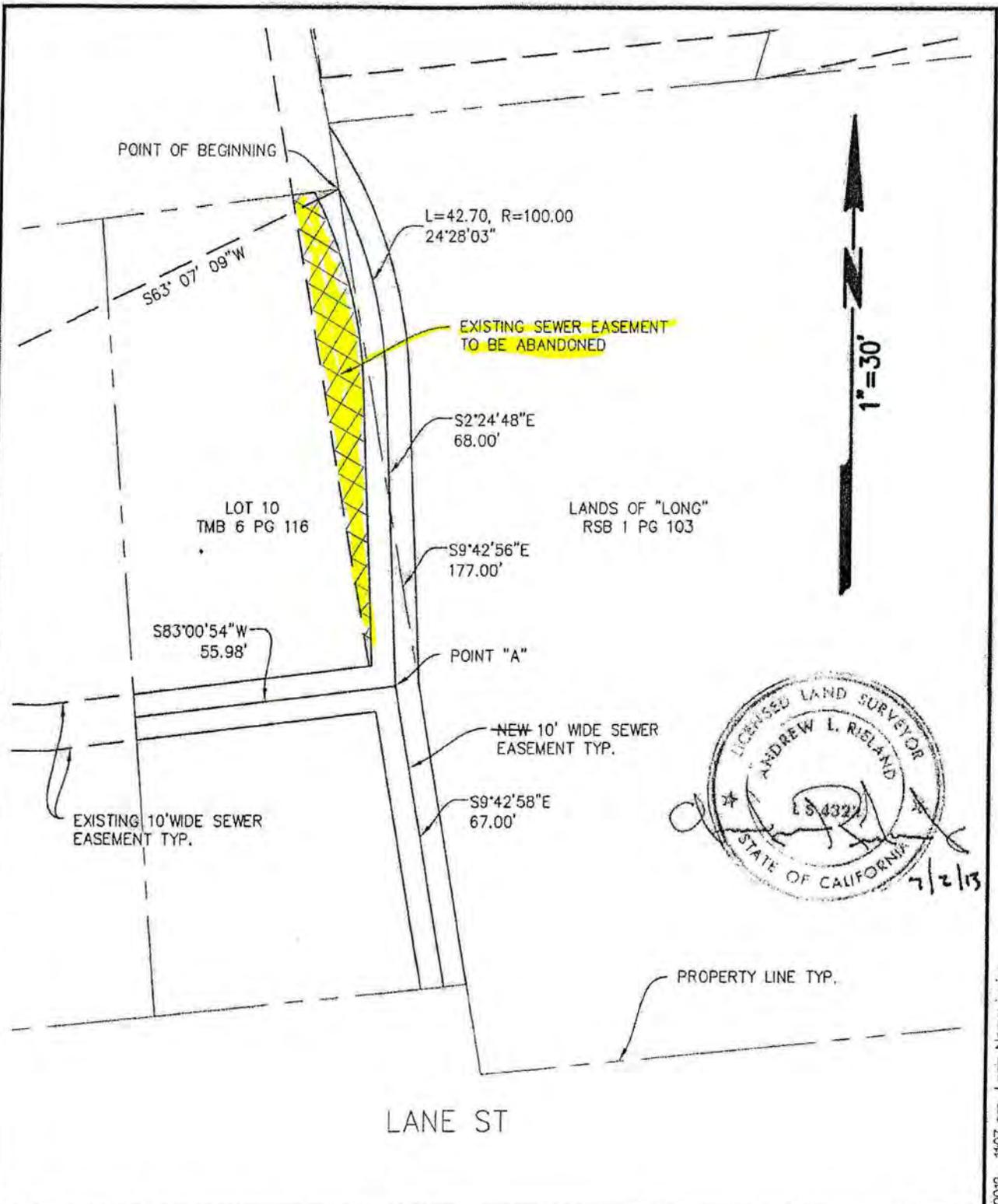
Thence S.9°42'58"E., 67.00' along a line parallel with, and 5.00' westerly of, measured at right angles to, the Easterly line of said Lot 10, to the Southerly line of said Lot 10.

Together with a strip of land 10 foot in width, the centerline of which being more particularly described as follows:

Beginning at point "A", being herein above described;

Thence S.83°00'54"W., 55.98' along said 10' wide existing sanitary sewer easement to the Westerly line of said Lot 10.

The portion that is to be vacated is approximately depicted as shown in the cross-hatched portion of **Exhibit "D-2"** attached hereto, and incorporated by this reference.



DATE <b>7-1-13</b>	 <b>PACE</b> ENGINEERING REDDING, CALIFORNIA	10' WIDE SANITARY SEWER EASEMENT	EXHIBIT D2 JOB #0069.38
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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: Discussion – Update on the Collier Interpretive and Information Center (CIIC) – Robert L. Rice, Board Member.  
Meeting date: December 18, 2014

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Discussion:

Robert L. Rice has submitted the attached request to be placed on the City Council agenda to give an update on the Collier Interpretive and Information Center.

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

A blue ink signature of Steven Baker, City Manager, written over a horizontal line.

Steven Baker, City Manager

# City of Yreka

701 Fourth Street  
Yreka, CA 96097

Phone: 530.841.2386 Fax: 530.842.4836

## REQUEST TO BE PLACED ON THE AGENDA

E-mail to: Steven W. Baker, City Manager    [Sbaker@ci.yreka.ca.us](mailto:Sbaker@ci.yreka.ca.us)

Meeting Date: Thursday, December 18, 2014      Time: 6:30 pm (10 minutes)

Name: Robert L. Rice      Title: Board Member

Representing Collier Interpretive & Information Center  
(Joint Powers Agreement)      (City/Organization)

Signature *Robert L. Rice*      Telephone No. 436-2624

Subject: Update on the Collier Interpretive and Information Center

In the 23 years of existence, we have accomplished a lot and wish to share it with you. We are currently addressing three projects (website update, Fish & Wildlife waterfowl project and the field display - botanical trail or river walk way) and will discuss each of them during our presentation. See attached letter.

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Other Comments: We request the support of the projects in which we are currently engaged and request the Council identify a time and date to meet with your appointee to the CIIC Board to discuss support in marketing the projects.

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Collier Interpretive and Information Center  
A Joint Powers Authority (CIIC JPA)  
Located at the junction of  
Interstate 5 and Highway 96  
P.O. Box 702  
Yreka, Ca 96097

November 10, 2014

City of Yreka  
701 Fourth Street  
Yreka, CA 96097

Honorable Councilmembers,

Thank you for letting us make a short presentation regarding the Collier Interpretive & Information Center.

WE have accomplished a lot in our 23 years of existence and can measure our visitation success through Center entrance visits and reports from CalTrans. Over 1.7 million vehicles annually are stopping at this, the northern most Safety Roadside Rest Area in California. We are now a designated California Welcome Center and are publicized State-wide. We welcome an average of over 6,000 visitors each month.

Four years ago we installed internet display systems to share site visitation to historical opportunities for each of the nine Siskiyou County Cities in hopes of encouraging longer stays in the County.

We are not there yet, partly because we need more interesting and attractive displays at the Collier Center.

Siskiyou County is a valuable financial partner with our website, CalTrans is an active partner in the field display projects and Fish & Wildlife Service is a contributor to a new water fowl project that will interpret the six Refuges display for the Upper Klamath River Refuges.

These three projects will require a small percentage of matching funds from the Collier Partners. We are visiting each of the cities in this search for annual matching funds and encourage you, thru your Collier Director to steer a little bit of your T.O.T (Transient Occupancy Tax) or marketing budget our way.

*Robert L. Rice*

Robert L. Rice  
Board Member, CIIC  
County of Siskiyou Representative



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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: Discussion/Possible Action - Adopt Resolution adopting the 2015 meeting calendar for the Yreka City Council.  
Meeting Date: December 18, 2014.

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Discussion:

Staff has reviewed the dates for the Council meetings for the coming year and noted a date change due to the first meeting in January falling on January 1, New Year's Day and a potential conflict with the second regularly scheduled meeting in January, due to the New Mayors and Council Members' Academy to be held in Sacramento January 14 – 16, 2015.

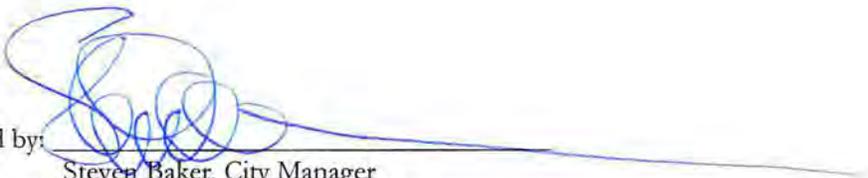
In previous years, City Council has rescheduled meetings that have conflicted with other community events such as the Eighth Grade Graduation at Jackson Street School and the Siskiyou Golden Fair; however, the regularly scheduled City Council meetings for 2015 are not in conflict with either event.

In accordance with Yreka Municipal Code Section 1.24.010, which states in part "*When the day for any regular meeting falls on a legal holiday, no meeting shall be held on such holiday, but a regular meeting shall be held at the same hour on the following Tuesday, or as the Council may direct by adoption of a Resolution*", staff is recommending re-scheduling the regularly scheduled meeting of January 1, 2015, to Tuesday January 6, 2015.

In addition, to allow the attendance of the City Council at the Academy in Sacramento, staff is recommending rescheduling the regularly scheduled meeting of January 15, 2015 to Thursday January 22, 2015.

Fiscal Impact: None.

Recommendation: Staff recommends Adoption of the Resolution as submitted.

Approved by:   
Steven Baker, City Manager

RESOLUTION NO. 2014 -  
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA  
ADOPTING THE 2015 MEETING CALENDAR FOR THE  
YREKA CITY COUNCIL

BE IT RESOLVED by the City Council of the City of Yreka that the 2015 meeting calendar for the regular meetings of the Yreka is as follows:

*January 1, 2015 Holiday*

**Re-scheduled Tuesday January 6**

January 15, 2015 cancelled

**Re-scheduled to January 22**

July 2, 2015

July 16, 2015

February 5, 2015

February 19, 2015

August 6, 2015

August 20, 2015

March 5, 2015

March 19, 2015

September 3, 2015

September 17, 2015

April 2, 2015

April 16, 2015

October 1, 2015

October 15, 2015

May 7, 2015

May 21, 2015

November 5, 2015

November 19, 2015

June 4, 2015

June 18, 2015

December 3, 2015

December 17, 2015

Passed and adopted this 18<sup>th</sup> day of December 2014, by the following vote:

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
John Mercier, Mayor

Attest: \_\_\_\_\_

Elizabeth E. Casson,



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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: Discussion/Possible Action – Conduct Public Hearing and Adopt a Resolution of the City Council of the City of Yreka approving the Development Impact Fee Reports and Updating the City’s Capital Improvement Plan and Development Impact Fee Program.  
Meeting date: December 18, 2014

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Discussion:

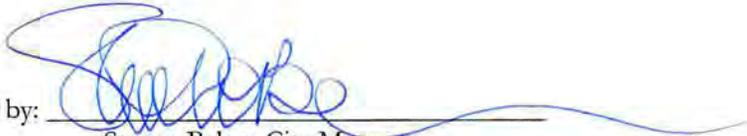
At its meeting held December 4, 2014, the Yreka City Council continued the Public Hearing and tabled this item to the meeting of December 18, 2014.

The City Attorney has revised the resolution for technical clarifications.

Recommendation:

Conduct Public Hearing and Adopt the Resolution approving the Development Impact Fee Reports and Updating the City’s Capital Improvement Plan and Development Impact Fee Program.

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

  
Steven Baker, City Manager



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

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**TO:** Yreka City Council

**PREPARED BY:** Rhetta Hogan

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

**MEETING DATE:** Thursday, December 4, 2014

**Annual Development Impact Fee Review:**

On November 16, 2006, the City Council adopted Ordinance 790 establishing and implementing development impact fees (DIFs) and made it a part of Title 11, Chapter 11.23. This Ordinance was amended twice, by Ordinance 795, and Ordinance 799 for technical amendments and re-titling it Municipal Utility Services, Impact and Connection Fees. Section 11.23.170 of Chapter 11.23 provides for an annual review of the capital improvement plan and an accounting of DIFs received and expended. The last report made to the Yreka City Council on November 7, 2013.

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

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

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

It is important to note, that none of the funds have been held by the City for five or more years and that all past and planned expenditures are contained in the Master Facility Plan and are consistent with the community's goals, or have been programmed to be funded from sources other than DIF's.

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

**Update of Capital Improvement Plan:** Pursuant to the provisions of Government Code Section 66002(b), the capital improvement plan adopted by the City by Resolution 2615 approving the Development Impact Fee Study shall be annually updated at a noticed public hearing. The Capital Improvement Plan, Capital Needs Prioritization was updated as of October 23, 2013 by Public Works and is attached hereto as Attachment 4, which is being presented in addition to capital needs identified on the original report.

**Discussion:**

Council made findings as follows:

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

The attached Resolution reaffirms these findings.

- Since the last report submitted to City Council on November 7, 2013, no other change of circumstance has occurred since the Capital Improvement Plan and Development Impact Fee program were adopted.
- Neither General Plan designations nor growth projections in the City have materially changed in the last year.
- The remainder of the public facilities identified in the Development Impact Fee Report are still required to serve the needs which will be created by new development in the City.
- A relationship between the need for such public facilities, the amount of fees necessary to fund development of such facilities, and the impacts of development for which the fees are charged has remained unchanged from when these programs were adopted.
- There have been duly authorized index adjustments of the cost of the public improvements and the fee amounts made pursuant to YMC Section 11.23.180.
- Gov Code Section 66006(b), which requires the Annual Review report of AB 1600 fees be made within 180 days after the last day of each fiscal year and that it be reviewed by the City Council **at the next regularly scheduled public meeting not less than 15 days** after the information is made available to the public. The update of the capital improvement plan can be by resolution, but must occur at a noticed public hearing (one newspaper publication of the notice 10 days prior to

the public hearing.) Gov. Code Section 66002. The update of the capital improvement plan and approval of the DIF fees report can occur at the same time. Legal notice will be published for public hearing on Tuesday, November 25, 2014 for the Capital Improvement Plan review update.

**Financial:**

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

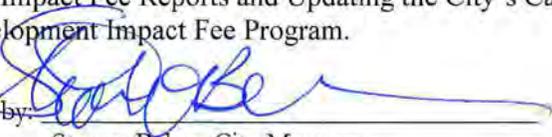
**ATTACHMENTS:**

Attachment 1: Original AB 1600 Development Fee Project Improvements by Impact;  
Attachment 2: Description of AB 1600 Development Fee Types;  
Attachment 3: Schedule of AB 1600 Development Fee Collections and Disbursements;  
Attachment 4: Capital Improvement Plan – Capital Needs Prioritization from Public Works last updated as of October 2013;  
Attachment 5: Resolution Of The City Council Of The City Of Yreka Updating The City's Capital Improvement Plan And Development Impact Fee Program as shown in Attachment 4.

**Recommendation:**

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

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

  
Steven Baker, City Manager

# CITY OF YREKA

701 Fourth Street, Yreka, California 96097



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## **NOTICE OF AVAILABILITY FOR REVIEW OF ANNUAL DEVELOPMENT IMPACT FEE REVIEW REPORT FOR THE City OF YREKA**

Government Code Section 66006

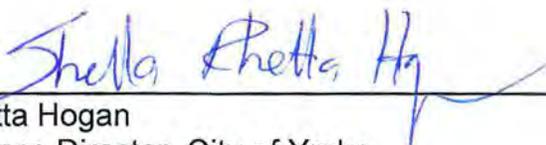
Date: Wednesday, November 19, 2014

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

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

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

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

  
Rhetta Hogan  
Finance Director, City of Yreka

November 19, 2014

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

The Yreka City Council will hold a public hearing at 6:30 p.m., Thursday, December 4, 2014, in the Council Chambers, 701 Fourth Street, Yreka, California, on the following matter:

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

The Annual Development Impact Fee Review and Update of Capital Improvement Plan Report is on file in City Hall for public review. All interested persons are invited to attend the meeting and to participate in the public hearing or deliver written comments regarding the Report on or before 4:00 PM, Thursday, November 4, 2014, to the following address:

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

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

Rhetta Hogan  
Finance Director  
City of Yreka

Wednesday, November 19, 2014

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

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

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

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

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

Attachment 1  
continued

<b>Table 4.3-1 Police Department Needs</b>			
Item	Sq. Ft.	\$ per Sq. Ft.	Total
Expanded Police Building + Secure Parking Area	2760	200	\$552,000
Secure outdoor area at \$50 per sq. ft.	2760	50	\$138,000
<b>Total</b>			<b>\$690,000</b>

The City has acquired and is currently remodelling the building for a new Police Station. Once finished, DIF fees collected will be applied to the facility.

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

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

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

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

Attachment 1  
continued

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

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

# COMMERCIAL, OFFICE/GENERAL & INDUSTRIAL WORKSHEET

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

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

**A. Public Facilities** BASE FEE  
\$ 1,810.26

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

**B. Citywide Streets** **\$646.18**

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

**C. Storm Drainage Impact Fee** **\$118.69**

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

**D. Water System Impact Fee \*** **\$6,152.49**

Base fee multiplied by household equivalent ratio from chart.

**E. Wastewater Collection System Impact Fee \*** **\$1,781.49**

Base fee multiplied by household equivalent ratio from chart.

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

Household Equivalent Ratio	Water Meter size or if no meter, water service pipe size
1	3/4 inch - SF Residential with Fire Suppression (1)
1.5	3/4 inch (Commercial)
2.5	1 inch
5	1.5 inch
8	2 inch
16	3 inch
25	4 inch
50	6 inch
80	8 inch

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

Name of Applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

**Phased Implementation Effective Dates:**

as of July 16, 2007 50% of BASE FEES

**Exemptions**

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

**Fee Calculation Worksheet**

Property Address: \_\_\_\_\_

Assessor's Parcel Number: \_\_\_\_\_

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

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

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

\_\_\_\_\_

**3. Fees Due**

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

G. TOTAL PERMIT FEE \_\_\_\_\_

Divided by 50% = Amount Due

**4. Implementation Phase Percentage**

Permit Application Date: \_\_\_\_\_

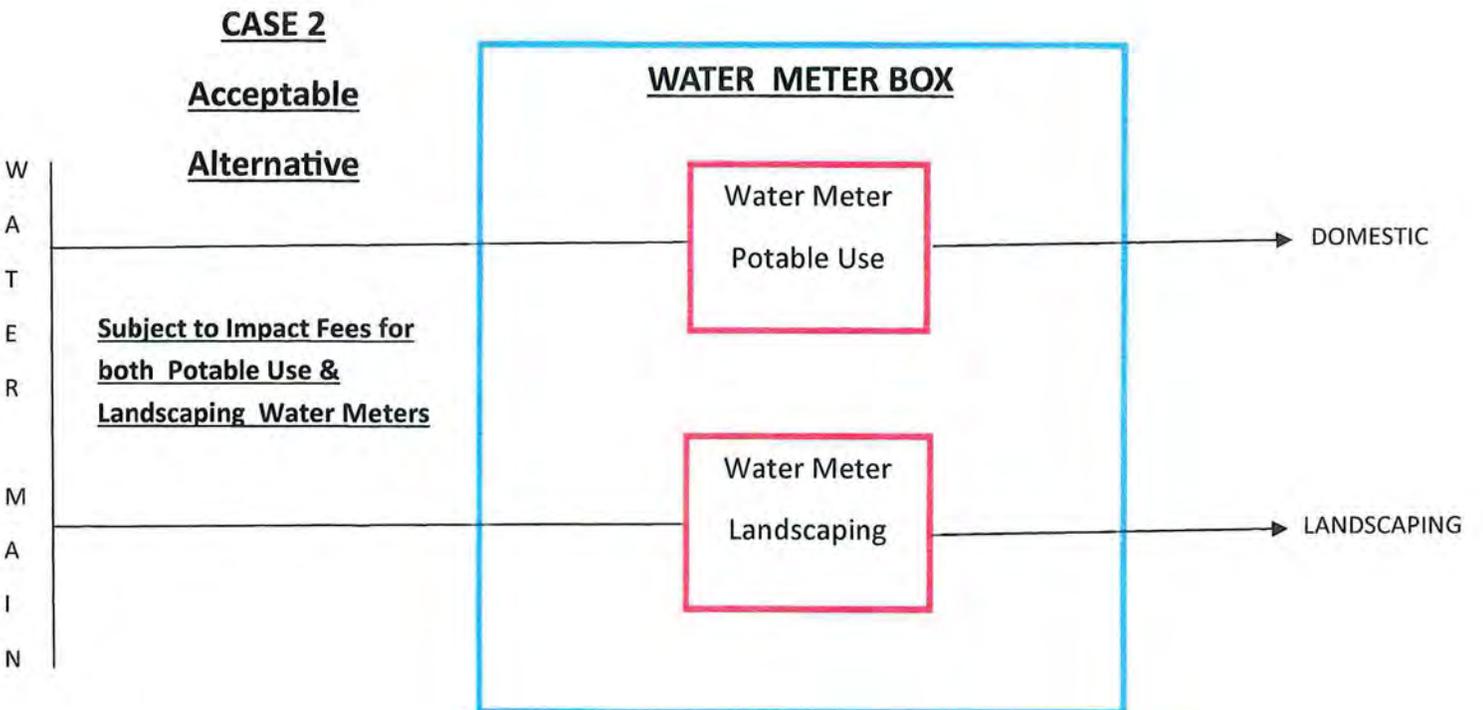
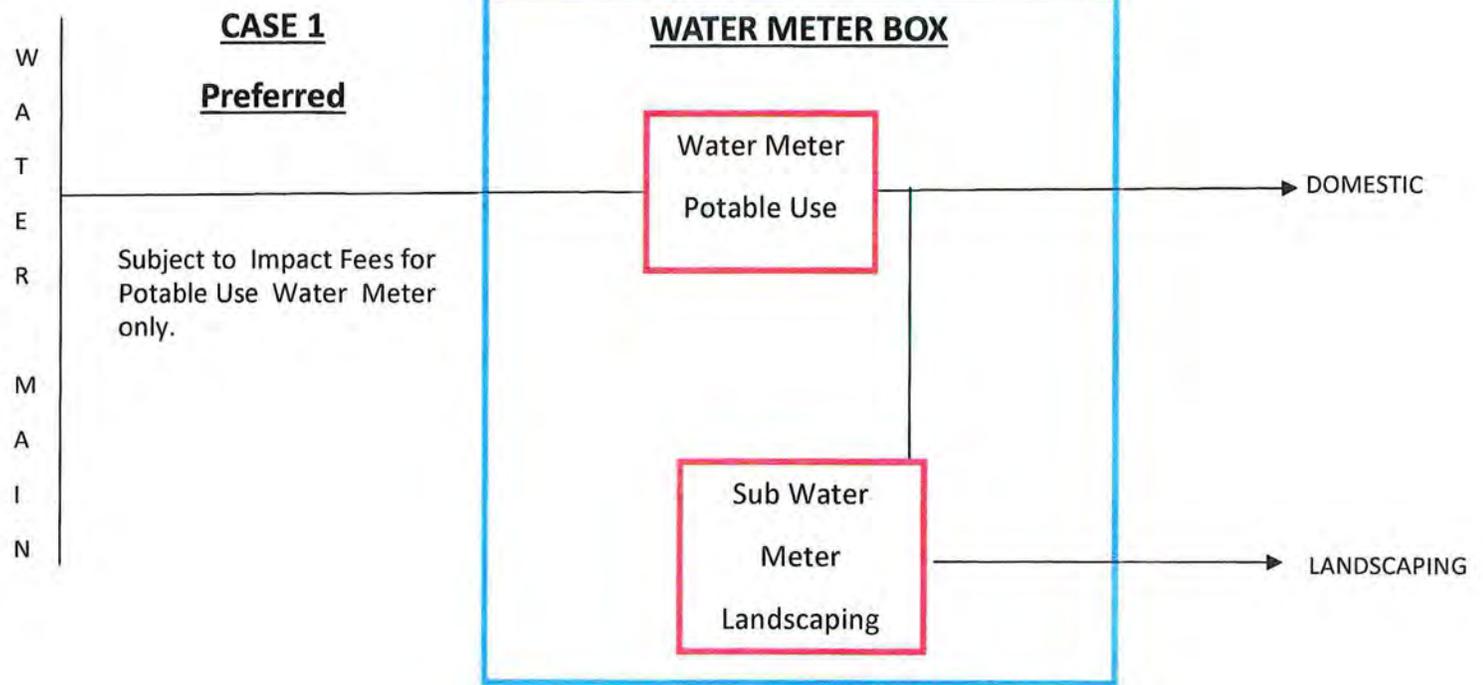
Percentage: 50% OF (G) Total Permit Fee

Amount Due: \_\_\_\_\_

**Energy Efficiency and Conservation**

**Per 2010 California Green Building Standards Code—Section 5.712.4.2**

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



# SINGLE FAMILY & MULTIPLE FAMILY DWELLING WORKSHEET

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

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

**A. Public Facilities** BASE FEE  
\$ 1,810.26

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

**B. Citywide Streets** **\$646.18**

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

**C. Park and Recreation Impact Fee** **\$2,183.11**

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

**D. Storm Drainage Impact Fee** **\$118.69**

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

**E. Water System Impact Fee \*** **\$6,152.49**

Base fee multiplied by household equivalent ratio from chart.

**F. Wastewater Collection System Impact Fee \*** **\$1,781.49**

Base fee multiplied by household equivalent ratio from chart.

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

Household Equivalent Ratio	Water Meter size or if no meter, water service pipe size
1	3/4 inch - SF Residential with Fire Suppression (1)
1.5	3/4 inch (Commercial)
2.5	1 inch
5	1.5 inch
8	2 inch
16	3 inch
25	4 inch
50	6 inch
80	8 inch

(1) Single Family residential home with required fire suppression system, pricing reflects pending ordinance change to SF Residential.

**TOTAL BASE FEE** - Single Family Residential with a 3/4" water meter size, as required for Fire Suppression \$ 12,692.21

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

**Phased Implementation Effective Dates:**

as of July 16, 2007 50% of BASE FEES

**Exemptions**

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

**Fee Calculation Worksheet**

Property Address: \_\_\_\_\_

Assessor's Parcel Number: \_\_\_\_\_

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

single family residence \_\_\_\_\_ sq. ft.

multi-family residence \_\_\_\_\_ units

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

\_\_\_\_\_

**3. Fees Due**

A. Public Facilities \_\_\_\_\_

B. Streets \_\_\_\_\_

C. Park and Recreation \_\_\_\_\_

D. Storm Drainage \_\_\_\_\_

E. Water \* \_\_\_\_\_

F. Wastewater \* \_\_\_\_\_

G. TOTAL PERMIT FEE \_\_\_\_\_

Divide by 50% = Amount Due

**4. Implementation Phase Percentage**

Permit Application Date: \_\_\_\_\_

Percentage 50% of (G) Total

Amount Due \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

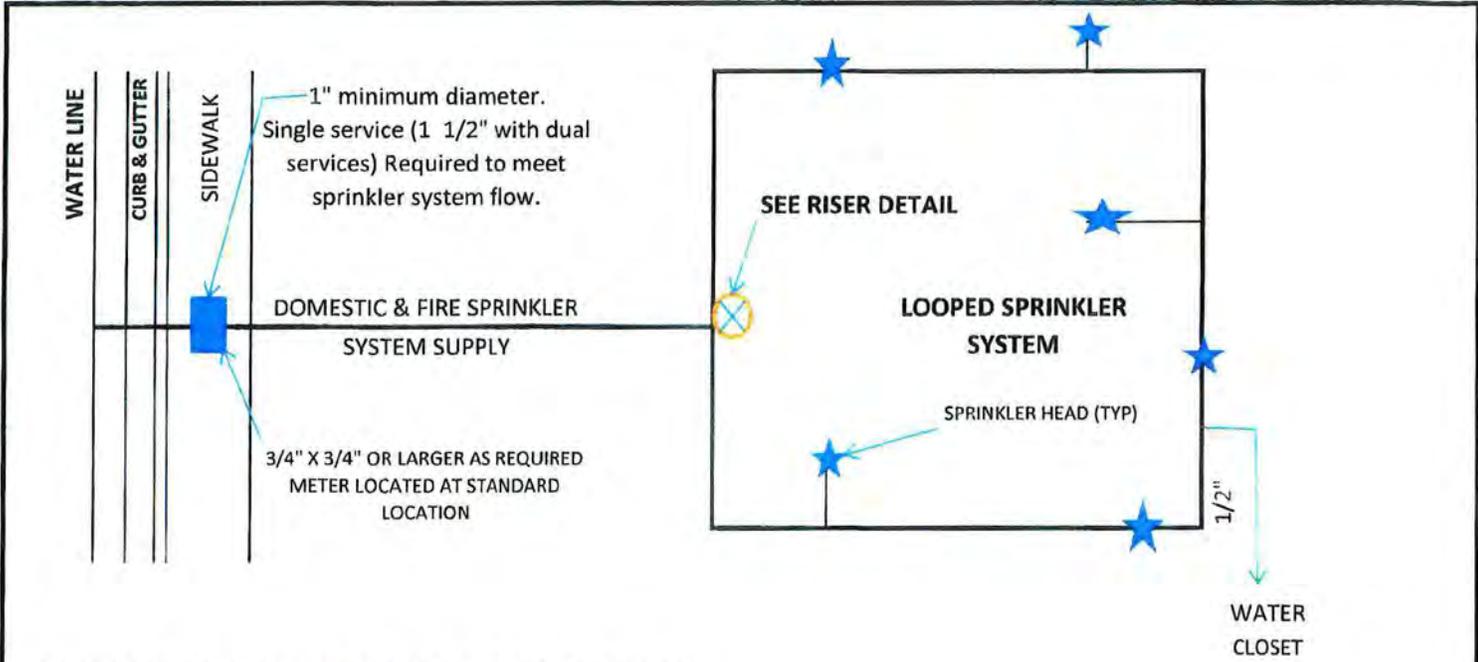
Signature: \_\_\_\_\_



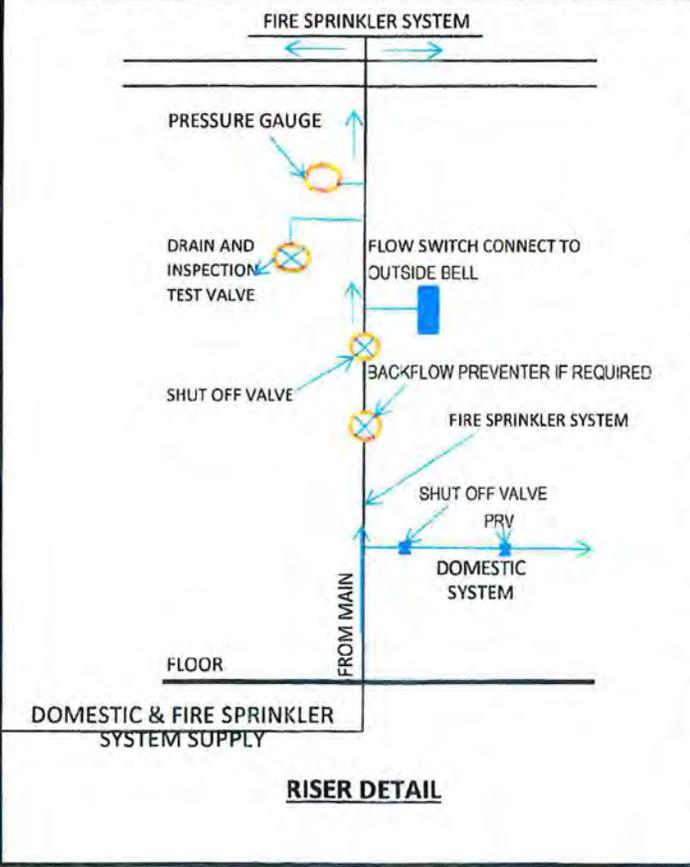
# RESIDENTIAL FIRE SPRINKLER CONNECTION



BUILDING DEPARTMENT  
701 FOURTH STREET  
YREKA, CA 96097  
(530) 841-2322  
FAX: (530) 842-4836



## RESIDENTIAL FIRE SPRINKLER CONNECTION



### NOTES:

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

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

**FISCAL YEAR TO DATE 2013-2014**

Fee Type	Beginning Balance 7/1/13	Fees Collected	Fees Expended	Interest Allocated	Ending Balance 6/30/14
Public Facilities	129,804.14	28,646.68		895.69	159,346.51
Streets	20,658.97	3,314.73		138.69	24,112.39
Storm Drains	1,497.59	172.17		9.84	1,679.60
Parks and Recreation	(55,525.89)		(55,698.42)	(172.53)	- (1)
Water	254,933.97	40,008.78		1,708.62	296,651.37
Sewer	(259,173.98)	13,278.27		(1,569.39)	(247,465.10) (2)
	<u>92,194.80</u>	<u>85,420.63</u>	<u>(55,698.42)</u>	<u>1,010.92</u>	<u>234,324.77</u>

(1) Interfund Borrowing from GF Capital Reserves (purchased S. West St. property adjacent Miner St. Park) 2014 Repayment of Interfund Borrowing from GF Capital Outlay, due to lack of collection of any Parks and Recreation DIF fees since 2007-08, 5 years.

(2) Interfund Borrowing from Sewer Capital Reserves (purchased Sewer Vacuum Truck 2009-10)

Attachment 4  
City of Yreka Department of Public Works  
Capital Needs Prioritization - Growth (DIF) and Non-Growth related  
(compiled for DIF purposes 10-22-13, continued through November 19, 2014)

Priority Code	Impr. #	Improvements Done (2007 to 2012) In Budget This FY	Oct. 2013 Estimated Cost (2)	Comments	Proposed Funding Source
1	W4	Humbug Tank - Recoat Interior	\$78,111	Old coating beginning to fail, some pitting observed	
2	W6	Develop Alternative Water Supply	\$1,666,089	Upgrade well as an emergency supply (if feasible). Cost for Boston Shaft well. Alternative being explored.	
3	STR 1	Overlay with reinforcement fabric, 2-3"	\$7,238,863	<sup>1</sup> 13.9 miles, PCI 0 to 49	
4	S1	Inflow & Infiltration Reduction Program	\$3,707,203	Reduce .75 MGD of I&I	
5	SD 1	Curb Inlets, Construct/Reconstruct	\$161,931	4 locations	
6	SD 2	Curb & Gutter, Reconstruct	\$218,712	8 locations	
7	STR 2	Chip Seal (double)	\$3,982,955	13.9 miles, PCI 50 to 69	
8	SD 3	Box Culverts, Remove & Replace w/ Larger	\$409,033	6 locations, Humbug Cr	
9	SD 4	Headwall, 36" PVC	\$14,721	N. Gold @ school	
10	S2	Target Area General Improvements	\$3,380,569	Sewer, manholes, & lateral repairs & replacements	
11	D3	16" Main in Hwy 3 - Foothill Dr. to Deer Creek Way	\$624,881	Replace a portion of old steel piping and provide for growth north of Hwy 3 - Priority Depends on Growth	Conn. Fee (dif)
12	D4	14" Main - Deer Creek Way to Main Street	\$160,684	Provide for growth in the northwest portion of service area- Priority depends on Growth	Conn. Fee (dif)
13	STR 3	Chip Seal (single)	\$505,700	9.3 miles, PCI 70 to 90	
14	SD 5	Butte St. Drain	\$100,944	P.O. Flooding	
15	SD 6	Oregon St. Drain	\$113,562	Lawrence to Rose	
16	SD 7	Yama St. Drain	\$314,398	Discovery to Fairchild to Oak	
17	W13	Alt. Water Source Study (additional supply)	\$184,116	Investigate additional sources of new supply	Conn. Fee (dif)
18	W	Zone 3 water distribution improvements	\$2,102,998	Water tank, Barham Pump Station relocation and water pipeline between them. May be project specific.	Conn. Fee (dif)
<b>TOTAL</b>			<b>\$24,965,470</b>		

<b>New Project</b>	WWTP	Waste Water Treatment Plant Improvements	\$7.82 million-\$ 14.43 million	Phase 2 of WWTP expansion plan (1.4 mgd capacity)	Conn. Fee (dif)
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Ongoing Projects		Improvement	Oct 2013 Estimated Annual Cost	Comments	Proposed Funding Source
6 year completion	start now	Steel Water Main Replacement	\$157,725	The Master Water Plan has \$900,000 as a total cost. Based on recent work the cost should be reviewed.	
15 year cycle	start now	Water Meter Replacement	\$84,120	\$1,200,000 total projected cost (based on 15 yr cycle)	

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

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

Attachment 5

RESOLUTION NO. 2014-  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA APPROVING  
THE DEVELOPMENT IMPACT FEE REPORT AND UPDATING THE CITY'S  
CAPITAL IMPROVEMENT PLAN AND  
DEVELOPMENT IMPACT FEE PROGRAM

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

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

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

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

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

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

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

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

WHEREAS, pursuant to Gov. Code §§66002(b) and 65090, the Yreka City Council noticed a public hearing regarding the updating of the City of Yreka Capital Improvement Program and approving the Annual Development Impact Fee to be held on December 4, 2014 which public hearing was continued at that time to December 18, 2014 and all interested persons were heard; and

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

public hearing in a newspaper of general circulation; and

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

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

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

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

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

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

Adopted this 18th day of December 2014, by the following called vote:

AYES:

NOES:

ABSENT:

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John Mercier  
Yreka City Mayor

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: Rhetta Hogan, Finance Director and Steve Baker, City Manager  
Agenda title: Requested action – Adopt a Resolution of the City Council of the City of Yreka approving execution of the Memorandum of Understanding between the City of Yreka and the Yreka Police Administration Association  
Meeting date: December 18, 2014

Discussion:

Staff has been negotiating with the Yreka Police Administration Association to reach a Memorandum of Understanding (MOU). The two-year agreement addresses employee compensation for wages and health benefits. The salary schedules reflect a 3.5% increase for calendar year 2015 (includes 1% pickup from prior year PERS Swap) and 2.5% increase for 2016.

The agreement also changes the cap on health care contributions by the city, increasing them \$20, \$40 and \$60 for employee only, employee and one dependent, employee and two or more dependents, respectively each year (2015 and again in 2016).

In addition, the MOU has updates to reflect current law and practices, particular to Affordable Care Act.

Staff recommends approval.

Fiscal Impact:

The fiscal impact is estimated to be approximately \$10,984 in 2015 and \$22,170 in 2016 on an annual basis over the current adopted 2014-15, 2015-16 biannual budget. All increase will be to the general operating fund.

Recommendation:

That the Council Adopt A Resolution of the City Council of the City of Yreka approving execution of the Memorandum of Understanding between the City of Yreka and the Yreka Police Administration Association.

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

Steven Baker, City Manager



RESOLUTION NO. 2014-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA  
APPROVING EXECUTION OF THE MEMORANDUM OF  
UNDERSTANDING BETWEEN THE CITY OF YREKA AND  
THE YREKA POLICE ADMINISTRATION ASSOCIATION

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

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

WHEREAS, these parties have reached tentative agreement as of December 4, 2014, on matters relating to the employment conditions of said employees as reflected by the written Memorandum of Understanding for the Yreka Police Administration Association all of which the City Council has reviewed; and;

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

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

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

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

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

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



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

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

Passed and adopted this 18<sup>th</sup> day of December 2014, by the following vote:

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
John Mercier  
Mayor

Attest:

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



MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF YREKA

AND THE

YREKA POLICE ADMINISTRATION  
ASSOCIATION

For the Period 1-1-15 through 12-31-16

12-4-2014

## Table of Contents

Article 1 – General Provisions.....	4
1.1 <b>Parties to the Memorandum</b> .....	4
1.2 <b>Validity of Memorandum:</b> .....	4
1.3 <b>Recognition:</b> .....	4
1.4 <b>Effective Date and Term:</b> .....	4
1.5 <b>Effect of Memorandum:</b> .....	4
1.6 <b>Employee Rights:</b> .....	5
1.7 <b>City Rights:</b> .....	5
1.8 <b>Non Discrimination Clause:</b> .....	6
1.9 <b>Requirement to Meet and Confer:</b> .....	6
1.10 <b>Grievance Procedure:</b> .....	6
Article 2 – Salary Ranges and Adjustments .....	8
2.1 <b>Salary:</b> .....	8
2.2 <b>POST Incentive Program:</b> .....	8
Article 3 - Medical, Dental, Vision, Life and Disability Plans.....	8
3.1 <b>Medical Plan:</b> .....	8
3.2 <b>Dental Plan:</b> .....	10
3.3 <b>Vision Plan:</b> .....	10
3.4 <b>Life Insurance Plan:</b> .....	10
3.5 <b>Disability Plan:</b> .....	10
Article 4 – Vacation and Leave .....	11
4.1 <b>Vacation Leave:</b> .....	11
4.2 <b>Holidays:</b> .....	12
4.3 <b>Sick Leave:</b> .....	12
4.4 <b>Administrative and Executive Leave:</b> .....	13
Article 5 – Allowances and Reimbursements.....	14
5.1 <b>Book and Tuition Reimbursement:</b> .....	14
5.2 <b>Uniform Allowance:</b> .....	15
5.3 <b>Safety Equipment:</b> .....	15
5.4 <b>Vehicles:</b> .....	16
Article 6 – Catastrophic Leave .....	16
6.1 <b>Catastrophic Leave:</b> .....	16

Article 7 – Retirement.....	16
7.1 <b>Employee Retirement Plan:</b> .....	16
7.2 <b>Implementation of 457 Plan:</b> .....	16
Article 8 – Personnel Rules/Job Descriptions.....	17
8.1 <b>Personnel Rules/Job Descriptions</b> .....	17
Article 9 – Concerted Activities .....	17
9.1 <b>Concerted Activities:</b> .....	17
Appendix – Salary Tables.....	19
<b>YPAA Monthly Salary Tables Effective 1/1/2015 – 12/31/2015</b> .....	19
<b>YPAA Monthly Salary Tables Effective 1/1/2016 – 12/31/2016</b> .....	19

## Article 1 – General Provisions

### 1.1 Parties to the Memorandum

This Memorandum of Understanding is made and entered into this 1st day of January 2015, by and between the City of Yreka and the Yreka Police Administration Association, hereinafter “City” and “Association” respectively. The Association is the recognized employees’ organization for the classifications of City employees hereinafter identified. Upon adoption by the City Council this Memorandum will become binding between the City and the Association and its members.

### 1.2 Validity of Memorandum:

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

### 1.3 Recognition:

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

Chief of Police  
Lieutenant

### 1.4 Effective Date and Term:

A. This Memorandum of Understanding shall take effect as of January 1, 2015, except as otherwise provided herein, and shall remain in full force and effect through December 31, 2016. This Memorandum of Understanding shall only become effective with approval of the City Council of the City of Yreka and the Association. Any financial consideration payable under this Agreement shall commence on the dates stated.

B. Term of this Agreement shall be for two (2) years from January 1, 2015 through and including December 31, 2016.

### 1.5 Effect of Memorandum:

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

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

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

#### **1.6 Employee Rights:**

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

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

#### **1.7 City Rights:**

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

### **1.8 Non Discrimination Clause:**

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

### **1.9 Requirement to Meet and Confer:**

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

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

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

### **1.10 Grievance Procedure:**

A. A grievance is a dispute concerning the interpretation or application of this Agreement.

This procedure shall not apply to any dispute for which there is another established resolution procedure.

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

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

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

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

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

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

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

(e) The City and Association may mutually agree to waive steps 3a, 3b, and 3c and proceed directly to hearing by the arbiter when the issue is one over which the employee's supervisor, department head, and City Manager have no jurisdiction. The parties may also

mutually agree to waive step 3d and take the appeal directly to the City Council.

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

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

## Article 2 – Salary Ranges and Adjustments

### 2.1 Salary:

A. Salary ranges for each classification are specified in Appendix A, attached to this Memorandum. These Salary Ranges reflect a 3.5% increase for calendar year 2015, and another 2.5% increase for calendar year 2016. These salary ranges shall be effective the first full pay period after January 1, 2015 and January 1, 2016, respectively.

### 2.2 POST Incentive Program:

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

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

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

### 3.1 Medical Plan:

A. The City will continue the flexible benefit plan for employee health benefits in accordance with Internal Revenue Code Section 125. The employee may choose to cover premium costs for the eligible employee's health plan, or other plans available through PERS, and/or other qualified supplemental plans. Total monthly premium costs of selected insurance

coverages which exceed the City's **contribution toward** the eligible employee's flexible benefit health plan premium will be the responsibility of the employee. The minimum required coverages that each employee must select under the flexible benefit plan is the PERS Health Plan. In order to be excluded from this requirement for the PERS Health Plan, an employee must submit verification of substantially equivalent alternate coverage for health insurance that meets the Affordable Care Act of minimum essential coverage and minimum value. Employees who elect no coverage pursuant to this Section shall not receive this benefit, but shall be eligible for the benefit described in subparagraph 3.1.I of this Section.

B. Effective **January 1, 2015**, and continuing thereafter, the **City contribution** for the eligible employee's flexible benefit health plan, that includes the City's Public Employees Medical and Health Care Act contribution (PEMHCA) minimum employer contribution (MEC), shall not exceed the following sums:

<b>Group Tier</b>	<b>2014 Cap</b>	<b>2015 Cap</b>	<b>2016 Cap</b>
Employee	\$500.00	\$520.00	\$540.00
Employee + 1 dependent	\$940.00	\$980.00	\$1,020.00
Employee + 2 or more dependents	\$1,195.00	\$1,255.00	\$1,315.00

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

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

E. The dedicated City contribution to CalPERS Health coverage is the minimum amount required by the City's contract with CalPERS, which is currently One Hundred Twenty-two dollars and no/100 (\$122.00) per month for each active employee or annuitant (equal amount contribution) and is inclusive in the City's cafeteria contribution.

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

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

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

I. The City agrees to continue and fund, for employees who elect no City provided

health insurance coverage, a cash in lieu benefit in the amount of \$500 per month, disburseable to the employee biweekly on a taxable income basis, in accordance with IRS Code Section 125.

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

### **3.2 Dental Plan:**

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

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

### **3.3 Vision Plan:**

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

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

### **3.4 Life Insurance Plan:**

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

### **3.5 Disability Plan:**

The City does not provide a Disability Plan.

## Article 4 – Vacation and Leave

### 4.1 Vacation Leave:

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

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

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

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

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

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

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

\*2x annual accrual

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

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

G. Previous part-time City employees, who have subsequently become full-time regular employees without separation of service, shall be credited with such part-time City service, for the purpose of computing months of employment and vacation accrual rate. One hundred

seventy-three (173) hours of part-time City service shall equal one (1) month of employment. As to any current employee, who may be entitled to a greater vacation accrual rate as of the effective date of this Memorandum of Understanding, pursuant to this paragraph, such additional vacation accrual shall be prorated only for the balance of the calendar year.

**4.2 Holidays:**

City agrees to observe the following holidays:

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

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday and when a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Should December 24<sup>th</sup> fall on a Friday, December 23<sup>rd</sup> shall be observed as the paid holiday. Should December 25<sup>th</sup> fall on a Monday, December 26<sup>th</sup> shall be observed as the paid holiday.

Three floating holidays per year of eight (8) hours each will be credited to the employee’s paycheck by January 15<sup>th</sup> of each year, as credited leave which cannot be saved. It must be used by the end of the year or be lost.

New employees will be credited with the following:

Hire Date	Proration
January 1 – April 30	24
May 1 – August 31	16
September 1 – December 31	8

**4.3 Sick Leave:**

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

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

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

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

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

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

#### **4.4 Administrative and Executive Leave:**

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

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

(b) The Chief retains the right to deny, on an emergency basis, the administrative and executive leave requests of the Lieutenant.

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

New employees administrative proration:

Hire Date	Proration
January 1 – March 31	40
April 1 – June 30	30
July 1 – September 30	20
October 1 – December 31	10

## Article 5 – Allowances and Reimbursements

### 5.1 Book and Tuition Reimbursement:

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

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

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

D. Tuition and required book costs for approved short courses or institutes less than two (2)

weeks shall be paid initially by the City.

## 5.2 Uniform Allowance:

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

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

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

## 5.3 Safety Equipment:

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

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

Said equipment shall remain the property of the City.

#### 5.4 Vehicles:

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

### Article 6 – Catastrophic Leave

#### 6.1 Catastrophic Leave:

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

### Article 7 – Retirement

#### 7.1 Employee Retirement Plan:

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

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

#### 7.2 Implementation of 457 Plan:

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

## Article 8 – Personnel Rules/Job Descriptions

### 8.1 Personnel Rules/Job Descriptions

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

## Article 9 – Concerted Activities

### 9.1 Concerted Activities:

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

City agrees not to lock out employees.

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

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in Yreka, California, as of the day and year first above written and upon approval

by the City Council and the Association, to be effective January 1, 2015.

CITY OF YREKA

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

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

Steven W. Baker, City Manager

YREKA POLICE OFFICERS' ASSOCIATION

Date signed: 12-4-14

By: Brian Bowles

Brian Bowles, Chief of Police

By: Dave Gamache

Dave Gamache, Lieutenant

## Appendix – Salary Tables

### City of Yreka - Monthly Salary Yreka Police Administration Association MOU dated 12/04/2014

#### YPAA Monthly Salary Tables Effective 1/1/2015 – 12/31/2015

SALARY SCHEDULE FISCAL YEAR 2014-15					Factor Hourly	Prior Year						
JOB TITLE	UNIT	COLA	JOI	RAN	Rang	BASI	STEP	STEP	STEP	STEP	STEP	STEP
CHIEF OF POLICE	CHIEF & LIEUT.	1.035	200	3059	3921	6,566	6,796	7,136	7,493	7,868	8,261	8,674
CHIEF OF POLICE W/ EXECUTIVE CERT.	CHIEF & LIEUT.	1.035	200	3060	4019	6,731	6,967	7,315	7,681	8,065	8,468	8,891
LIEUTENANT	CHIEF & LIEUT.	1.035	202	2725	3493	5,849	6,054	6,357	6,675	7,009	7,359	7,727
LIEUTENANT W/ MANAGEMENT CERT	CHIEF & LIEUT.	1.035	202	2726	3580	5,996	6,206	6,516	6,842	7,184	7,543	7,920

#### YPAA Monthly Salary Tables Effective 1/1/2016 – 12/31/2016

SALARY SCHEDULE FISCAL YEAR 2015-16					Factor Hourly	Prior Year						
JOB TITLE	UNIT	COLA	JOI	RAN	Rang	BASI	STEP	STEP	STEP	STEP	STEP	STEP
CHIEF OF POLICE	CHIEF & LIEUT.	1.025	200	3059	4019	6,796	6,966	7,314	7,680	8,064	8,467	8,890
CHIEF OF POLICE W/ EXECUTIVE CERT.	CHIEF & LIEUT.	1.025	200	3060	4120	6,967	7,141	7,498	7,873	8,267	8,680	9,114
LIEUTENANT	CHIEF & LIEUT.	1.025	202	2725	3580	6,054	6,205	6,515	6,841	7,183	7,542	7,919
LIEUTENANT W/ MANAGEMENT CERT	CHIEF & LIEUT.	1.025	202	2726	3670	6,206	6,361	6,679	7,013	7,364	7,732	8,119





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

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To: Yreka City Council  
Prepared by: Rhetta Hogan, Finance Director and Steve Baker, City Manager  
Agenda title: Requested action – Adopt a Resolution of the City Council of the City of Yreka approving execution of the Memorandum of Understanding between the City of Yreka and the Confidential Unit  
Meeting date: December 18, 2014

Discussion:

Staff has been negotiating with the Confidential Unit to reach a Memorandum of Understanding (MOU). The two-year agreement addresses employee compensation for wages and health benefits. The salary schedules reflect a 3.5% increase for calendar year 2015 (includes 1% pickup from prior year PERS Swap) and 2.5% increase for 2016.

The agreement also changes the cap on health care contributions by the city, increasing them \$20, \$40 and \$60 for employee only, employee and one dependent, employee and two or more dependents, respectively each year (2015 and again in 2016).

In addition, the MOU has updates to reflect current law and practices, particular to Affordable Care Act.

Staff recommends approval.

Fiscal Impact:

The fiscal impact is estimated to be approximately \$13,778 in 2015 and \$26,584 in 2016 on an annual basis over the current adopted 2014-15, 2015-16 biannual budget. All increase will be to the general operating fund.

Recommendation:

That the Council Adopt A Resolution of the City Council of the City of Yreka approving execution of the Memorandum of Understanding between the City of Yreka and the Confidential Unit.

Approved by:   
Steven Baker, City Manager



RESOLUTION NO. 2014-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA  
APPROVING EXECUTION OF THE MEMORANDUM OF  
UNDERSTANDING BETWEEN THE CITY OF YREKA AND  
THE CONFIDENTIAL UNIT

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

WHEREAS, the City Manager and representatives of the City, and representatives for the Confidential Unit have met and conferred in good faith; and,

WHEREAS, these parties have reached tentative agreement as of December 11, 2014, on matters relating to the employment conditions of said employees as reflected by the written Memorandum of Understanding for the Confidential Unit all of which the City Council has reviewed; and;

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

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

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

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

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

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



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

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

Passed and adopted this 18<sup>th</sup> day of December 2014, by the following vote:

AYES:  
NAYS:  
ABSENT:

\_\_\_\_\_  
John Mercier  
Mayor

Attest:

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



MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF YREKA

AND THE

CONFIDENTIAL UNIT

For the Period 1-1-15 through 12-31-16

12/11/2014

## Table of Contents

Article 1 – General Provisions .....	4
1.1 <b>Parties to the Memorandum:</b> .....	4
1.2 <b>Validity of Memorandum:</b> .....	4
1.3 <b>Recognition:</b> .....	4
1.4 <b>Effective Date and Term:</b> .....	4
1.5 <b>Effect of Memorandum:</b> .....	5
1.6 <b>Employee Rights:</b> .....	5
1.7 <b>City Rights:</b> .....	5
1.8 <b>Non Discrimination Clause:</b> .....	6
1.9 <b>Requirement to Meet and Confer:</b> .....	6
Article 2 - Salary Ranges and Adjustments and Compensation.....	6
2.1 <b>Salary:</b> .....	6
Article 3 - Medical, Dental, Vision, Life and Disability Plans .....	7
3.1 <b>Medical Plan:</b> .....	7
3.2 <b>Dental Plan:</b> .....	8
3.3 <b>Vision Plan:</b> .....	8
3.4 <b>Life Insurance Plan:</b> .....	9
3.5 <b>Disability Plan:</b> .....	9
Article 4 - Vacation and Leave.....	9
4.1 <b>Vacation Leave:</b> .....	9
4.2 <b>Holidays:</b> .....	10
4.3 <b>Sick Leave:</b> .....	11
4.4 <b>Administrative and Executive Leave:</b> .....	11
4.5 <b>Floating Holidays:</b> .....	12
Article 5 - Allowances and Reimbursements:.....	12
5.1 <b>Book and Tuition Reimbursement:</b> .....	12
Article 6 - Catastrophic Leave.....	13
6.1 <b>Catastrophic Leave:</b> .....	13
Article 7 - Retirement.....	13
7.1 <b>Employee Retirement Plan:</b> .....	13
7.2 <b>Implementation of 457 Plan:</b> .....	14
Article 8 - Personnel Rules/Job Descriptions.....	14

8.1 **Personnel Rules/Job Descriptions** ..... 14  
Article 9 - Concerted Activities..... 14  
    9.1 **Concerted Activities:** ..... 14  
Appendix – Salary Tables ..... 16  
    **Confidential Monthly Salary Tables Effective 1/1/2015 – 12/31/2015** ..... 16  
    **Confidential Monthly Salary Tables Effective 1/1/2016 – 12/31/2016** ..... 16

## Article 1 – General Provisions

### 1.1 Parties to the Memorandum:

This Memorandum of Understanding is made and entered into effective the 1st day of January, 2015, by and between the City of Yreka and the Confidential Unit, hereinafter “City” and “Association” respectively. The Association is the recognized employees’ organization for the classifications of City employees hereinafter identified. Upon adoption by the City Council this Memorandum will become binding between the City of Yreka, the Confidential Unit Association and its members.

### 1.2 Validity of Memorandum:

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

### 1.3 Recognition:

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

ADMINISTRATIVE EXEMPT: Finance Director, Accounting Manager, Assistant City Manager, Confidential Administrative Assistant

Notwithstanding the foregoing, if an employee feels his or her position should be modified from exempt to non-exempt, or vice versa, such employee is encouraged to discuss it with the employee’s supervisor. Such employee may use any information to support the employee’s position, such as comparable duties at competing employers, comparisons with other City employees with similar duties, and/or responsibilities and other activities of the employee which may warrant consideration of the change in status. If the employee is not satisfied with the result of the discussions with the employee’s supervisor, the employee may take such information to the next level of supervision up to and including the City Council. This Section shall not, however, be subject to the grievance procedure.

### 1.4 Effective Date and Term:

A. This Memorandum of Understanding shall take effect as of January 1, 2015, except as otherwise provided herein, and shall remain in full force and effect through December 31, 2016. This Memorandum of Understanding shall only become effective with approval of the City Council of the City of Yreka and the Association. Any financial consideration payable under this Agreement shall commence on the dates stated.

B. Term of this Agreement shall be for two (2) years from January 1, 2015 through and including December 31, 2016.

#### **1.5 Effect of Memorandum:**

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

#### **1.6 Employee Rights:**

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

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

#### **1.7 City Rights:**

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

## 1.8 Non Discrimination Clause:

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

## 1.9 Requirement to Meet and Confer:

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

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

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

## Article 2 - Salary Ranges and Adjustments and Compensation

### 2.1 Salary:

Salary ranges for each classification are as specified in Appendix A, attached to this Memorandum. These Salary Ranges reflect a 3.5% for calendar year 2015, and another 2.5% increase in calendar year 2016. These Salary Ranges shall be effective the first full pay period

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after January 1, 2015 and January 1, 2016 respectively.

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

#### 3.1 Medical Plan:

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

B. Effective **January 1, 2015** and continuing thereafter, the **City's contribution** for the eligible employee's flexible benefit health plan, that includes the City's Public Employees Medical and Health Care Act contribution (PEMHCA) minimum employer contribution (MEC), shall not exceed the following sums:

Group Tier	2014 Cap	2015 Cap	2016 Cap
Employee	\$500.00	\$520.00	\$540.00
Employee + 1 dependent	\$940.00	\$980.00	\$1,020.00
Employee + 2 or more dependents	\$1,195.00	\$1,255.00	\$1,315.00

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

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

E. The dedicated City contribution to CalPERS PEMHCA coverage is the minimum amount required by the City's contract with CalPERS, which is currently One Hundred Twenty-two and no/100 dollars (\$122.00) per month for each active employee or annuitant (equal amount contribution) and is inclusive in the City's cafeteria contribution.

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

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

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

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

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

### **3.2 Dental Plan:**

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

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

### **3.3 Vision Plan:**

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

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

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### 3.4 Life Insurance Plan:

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

### 3.5 Disability Plan:

Employees in this unit have elected to contribute to the State of California Disability Insurance program.

## Article 4 - Vacation and Leave

### 4.1 Vacation Leave:

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

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

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

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

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

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

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

\*2x annual accrual

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

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

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

#### 4.2 Holidays:

City agrees to observe the following holidays:

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

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday and when a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Should December 24<sup>th</sup> fall on a Friday, December 23<sup>rd</sup> shall be observed as the paid holiday. Should December 25<sup>th</sup> fall on a Monday, December 26<sup>th</sup> shall be observed as the paid holiday.

#### **4.3 Sick Leave:**

- A. All employees, except part-time and extra help employees, shall be entitled to eight (8) hours of sick leave with pay each month or major fraction thereof, with no accumulation limit.
- B. City has entered into an agreement with the PERS whereby accumulated sick leave is converted to additional service credit upon retirement.
- C. Sick leave with pay shall be granted upon the recommendation of the department head in a case of the bona fide illness of the employee. Sick leave with pay shall be held to include diagnostic procedures, dental procedures and ophthalmology services when performed by a duly licensed practitioner.
- D. In case of illness extending beyond two (2) days duration, the employee shall furnish a certificate issued by a licensed practitioner. Each certificate shall be filed by the department head with the payroll clerk. It shall be the policy of the City that sick leave shall be considered a privilege and not a right. It shall be the responsibility of the department head to deny the use of sick leave with pay in cases where there is substantial evidence of abuse of the sick leave privilege.
- E. An employee who is entitled to Worker's Compensation under the labor code of the State may elect to take as much of his/her accumulated sick leave or accumulated vacation as, when added to the Worker's Compensation, will result in payment to that employee of his/her full salary or wage.
- F. No City employee shall be entitled to the use of sick leave while absent from duty on account of any of the following causes: disability arising from any sickness or injury purposely self-inflicted or caused by their willful misconduct; sickness or disability sustained while on leave of absence other than regular vacation. Sick leave, up to ten (10) days per calendar year, may be used by an employee to attend to an illness to the employee's spouse, child or parent. "Child" means a biological, foster or adopted child; a stepchild; a legal ward; or a child to whom the employee acts as a parent. "Parent" includes a biological, foster, or adoptive parent; a stepparent; or a legal guardian. Sick leave to care for ill family members is subject to all policies that apply to sick leave, including medical documentation.

#### **4.4 Administrative and Executive Leave:**

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

administrative and executive leave will be at the discretion of the Management employee and with required communication to the City Manager. The City Manager retains the right to deny administrative and executive leave on an emergency basis.

Proration of Administrative Leave for new employees:

Hire Date	Proration
January 1 – March 31	40 hours
April 1 – June 30	30 hours
July 1 – September 30	20 hours
October 1 – December 31	10 hours

Part-time employees shall be allocated vacation time pro-rated according to the employee's percentage equivalent of full time from the date of the employee's hire.

#### 4.5 **Floating Holidays:**

Three floating holidays of three eight (8) hour days per year shall be credited to the paycheck of each full-time employee by January 15th of each year, as credited leave which cannot be saved. It must be used by the end of the year or be lost.

Proration of Floating Holidays for new employees:

Hire Date	Proration
January 1 - April 30	24 hours
May 1 – August 31	16 hours
September 1 – December 31	8 hours

### Article 5 - Allowances and Reimbursements:

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

A. To encourage the training of employees in subjects which would be of substantial benefit to the City, as well as the employee, the City maintains a book and tuition reimbursement program in the budget.

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

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

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

## Article 6 - Catastrophic Leave

### 6.1 Catastrophic Leave:

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

## Article 7 - Retirement

### 7.1 Employee Retirement Plan:

A. For Classic Employees, as defined by CalPERS, the City will enroll and maintain enrollment of employees in the PERS 2% @ 55 Classic 1084 retirement plan. Classic Employees shall pay the employee contribution for their retirement plan which is 7% for PERS 2% @ 55 (Classic 1084 Miscellaneous). These contribution levels will be effective January 1, 2014.

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

## 7.2 Implementation of 457 Plan:

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

## Article 8 - Personnel Rules/Job Descriptions

### 8.1 Personnel Rules/Job Descriptions

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

## Article 9 - Concerted Activities

### 9.1 Concerted Activities:

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

B. City agrees not to lock out employees.

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

disciplined retain an appeal right under the City's employer-employee relations policies and California law.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in Yreka, California, as of the day and year first above written and upon approval by the City Council and the Association, to be effective January 1, 2015.

CITY OF YREKA

Date Signed: \_\_\_\_\_

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

Steven W. Baker, City Manager

CONFIDENTIAL UNIT

Date Signed: 12/11/2014

By: Jeannette Hook

Jeannette Hook, Representative

## Appendix – Salary Tables

### City of Yreka – Monthly Salary Confidential Unit MOU Dated 12/11/2014

#### Confidential Monthly Salary Tables Effective 1/1/2015 – 12/31/2015

SALARY SCHEDULE FISCAL YEAR 2014-15		Factor	Prior										
JOB TITLE	UNIT	COLA	JOB#	RANGE	Hourly Range	Year BASE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	
ASST. CITY MANAGER (reclass from Asst to CM)	CONF	1.036	25	2142	2698	4,518	4,676	4,910	5,156	5,414	5,685	5,969	
FINANCE DIRECTOR	CONF	1.036	30	2452	3085	5,166	5,347	5,614	5,895	6,190	6,500	6,825	
PROJECT ASSISTANT	CONF	1.036	ND	1000	1000	2,524	2,612	2,743	2,880	3,024	3,175	3,334	
ACCOUNTING MANAGER	CONF	1.036	ND	1769	2225	3,726	3,856	4,049	4,251	4,464	4,687	4,921	
ADMIN. CONFIDENTIAL ASSISTANT	CONF	1.036	ND	1769	2225	3,726	3,856	4,049	4,251	4,464	4,687	4,921	

#### Confidential Monthly Salary Tables Effective 1/1/2016 – 12/31/2016

SALARY SCHEDULE FISCAL YEAR 2015-16		Factor	Prior										
JOB TITLE	UNIT	COLA	JOB#	RANGE	Hourly Range	Year BASE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	
ASST. CITY MANAGER (reclass from Asst to CM)	CONF	1.025	25	2142	2765	4,676	4,793	5,033	5,285	5,549	5,826	6,117	
FINANCE DIRECTOR	CONF	1.025	30	2452	3162	5,347	5,481	5,755	6,043	6,345	6,662	6,995	
PROJECT ASSISTANT	CONF	1.025	ND	1000	1000	2,612	2,677	2,811	2,952	3,100	3,255	3,418	
ACCOUNTING MANAGER	CONF	1.025	ND	1769	2280	3,856	3,952	4,150	4,358	4,576	4,805	5,045	
ADMIN. CONFIDENTIAL ASSISTANT	CONF	1.025	ND	1769	2280	3,856	3,952	4,150	4,358	4,576	4,805	5,045	



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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: Appointments to various Committees  
Meeting date: December 18, 2014

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Discussion:

Members of the City Council represent the City by serving on various committees. Some are appointed directly by the City Council, while others are appointed by the City Selection Committee, which is comprised of the board members of the Siskiyou League of Local Agencies (LOLA).

The City Council directly appoints members to the:

- Investment and Audit Committee
- Collier Interpretive and Information Center Agency (CIIC)
- Staff is checking on the appointment process for the Siskiyou County Regional Solid Waste Agency and the Local Task Force Waste Management Committee.

The Mayor serves as the City's representative on the following:

- Siskiyou League of Local Agencies (LOLA)
- Siskiyou Association of Government Entities (SAGE)
- The Mayor also serves as the Alternate for the Investment and Audit Committee.

The City Selection Committee (LOLA Board) appoints representatives to:

- Siskiyou County Local Transportation Commission (LTC)
- Local Agency Formation Commission (LAFCO)

Fiscal Impact: None

Recommendation and Requested Action:

That the Council appoint *two (2) Councilmembers* to the Investment and Audit Committee; *a representative and an alternate* to the Collier Interpretive and Information Center Committee; and *an alternate* to serve with the Mayor on the Siskiyou Association of Government Entities Committee.

Approved by:   
Steven Baker, City Manager

**Chapter 3.30 - INVESTMENT AND AUDIT COMMITTEE**Sections:**3.30.010 - Investment and audit committee.**

There is hereby created an investment and audit committee which shall be composed of the city manager and two city councilmembers appointed by the mayor. The mayor shall be an alternate member of the committee who shall serve in the event of the absence of any one of the regularly appointed members of the committee. The city councilmembers shall serve on the committee for two years from the date of their appointment. In the event of any vacancy created on the committee, the mayor shall appoint another city councilmember to fill the vacancy.

*(Ord. 776 § 1, 2004; Ord. 514 (part), 1974).*

**3.30.020 - Duties of committee.**

(a) The committee shall review and advise the city treasurer in the manner and types of investments for any and all city funds available for investment purposes. The committee shall direct the city treasurer or other responsible official as to the institutions in which the funds shall be invested, but shall otherwise act only in an advisory capacity to the city treasurer or other responsible official. The city treasurer shall invest the surplus city funds as directed by the committee. Nothing herein contained shall be construed to authorize the committee to direct the investment of city funds in any manner which is contrary to applicable state law regulating the investment of city moneys.

(b) The committee shall advise the responsible city officials of matters relating to office and accounting procedures, bookkeeping and receipt and disbursal of city funds.

*(Ord. 514 (part), 1974).*

**3.30.030 - Meetings.**

The investment and audit committee shall meet on the first Monday of each December, March, June, and September to review all city investments, review the manner and type of investments of all city funds, make recommendations in regard thereto, and determine the institutions in which city funds shall be invested for the next succeeding quarters. Two members of the committee shall constitute a quorum and any action taken by the committee shall be by two-thirds affirmative vote. The city manager shall be the chairman of the committee and any recommendation made or action taken by the committee shall be in writing directed to the city treasurer, finance director or other responsible city official and executed by the city manager as chairman of the committee. On request of any member of the committee, special meetings of the committee shall be called by the chairman on twenty-four hours prior written notice thereof to the remaining members, the notice to be given personally to the members, or mailing the notice to the members at their residence address at least twenty-four hours prior to the time set for the special meeting.

*(Ord. 776 § 1, 2004; Ord. 514 (part), 1974).*

**3.30.040 - Review.**

In the event of any dispute arising between the city treasurer and the investment committee, the matter shall be referred to the city council for action.

CITY OF YREKA  
TREASURER'S REPORT TO THE CITY COUNCIL  
Oct-2014

Fund Type	Fund	Fund Description	Previous Balance	Receipts / Debits	Disbursements / Credits	Cash Balance by Fund	
General-Unrestricted	01	General Operating	\$ 1,823,101.36	\$ 377,655.33	\$ 441,367.46	\$ 1,759,389.23	
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	6,436.82	-	-	6,436.82	
General-Designated	01	Parking Fees	63,011.04	-	-	63,011.04	
General-Designated	01	Campbell Tract Redemption	48,020.34	-	-	48,020.34	
General-Designated	01	Baker Tract/Lucas	-	-	-	0.00	
General-Designated	02	Gifts Donations	3,849.23	318.57	-	4,167.80	
General-Designated	02	K-9 Unit	11,535.78	7.07	-	11,542.85	
General-Designated	02	YPD Donated - Hitson	6,606.45	9.72	-	6,616.17	
General-Designated	02	YPD Donated - Travellers	2,841.88	-	-	2,841.88	
General-Designated	02	YPD Donated - Teen Fund	2,651.59	-	-	2,651.59	
General-Designated	02	Greenhorn Park Redevelopment	-	-	-	0.00	
General-Designated	03	YVFD Volunter Fund	68,479.20	-	576.40	67,902.80	
General-Restricted	04	Crandell Cash	714,773.18	35,023.55	15,816.31	733,980.42	
General-Restricted	04	Morgan Stanely SmithBarney-Crandall	-	-	-	0.00	
General-Designated	08	Grant Projects Reserve	1,009,733.91	11,783.05	23,566.10	997,950.86	
General-Designated	08	PERS Pension Liability Reserve	(296,578.37)	11,783.05	-	(284,795.32)	
General-Designated	09	Reserves for Cap. Outlay	577,471.07	-	-	577,471.07	
General-Designated	10	Capital Outlay	(51,209.34)	10,029.00	17.68	(41,198.02)	General - All
General-Designated	11	Capital Building Project - YPD	1,042,783.81	900.00	181.66	1,043,502.15	\$ 5,042,115.05
Spec. Rev. -Streets	20	Road and Street Funds including HUTA	(15,743.51)	36,868.53	68,952.31	(47,827.29)	
Spec. Rev. -Streets	21	Local Transportation	331,999.09	22,246.12	-	354,245.21	Streets
Spec. Rev. -Streets	24	Fines - Traffic Safety	86,497.66	3,742.17	3,148.56	87,091.27	\$ 393,509.19
Special Revenue	30	Fire Assessment Spec. Rev	106,038.13	20,023.77	11,003.36	115,058.54	
Special Revenue	31	Landfill Access Fee - Debt Service	(136,384.39)	19,810.28	721.96	(117,296.07)	Special Revenues
Special Revenue	32	Developer Impact Fees	496,724.68	4,270.85	-	500,995.53	\$ 498,758.00
Special Grants	60	Spec Grants Capital Outlay	(206,499.40)	-	151,381.50	(357,880.90)	Special Grants
Special Grants	65	Community Development Grants	293,882.08	1,562.64	320.46	295,124.26	\$ (62,756.64)
Water Enterprise	70	Water Operating	411,138.55	303,831.74	177,762.66	537,207.63	
Water Enterprise	71	Water Capital Projects	(51,509.69)	-	21,657.52	(73,167.21)	
Water Enterprise	72	Water Debt Servicing	37,046.25	-	190,092.50	(153,046.25)	
Water Enterprise	72	USDA COPS 2010	200,000.00	-	-	200,000.00	Water Enterprise
Water Enterprise	74	Water Reserves	6,391,281.49	55,804.83	-	6,447,086.32	\$ 6,958,080.49
Sewer Enterprise	80	Sewer Operating	96,714.22	204,669.39	157,532.17	143,851.44	
Sewer Enterprise	81	Sewer Capital Outlay	680,769.86	243,538.12	195,818.03	728,489.95	
Sewer Enterprise	82	Sewer Debt Servicing	9,893.49	-	-	9,893.49	
Sewer Enterprise	82	USDA COPS 2003	100,000.00	-	-	100,000.00	Enterprise-Sewer
Sewer Enterprise	84	Sewer Reserves	1,561,665.06	52,093.61	-	1,613,758.67	\$ 2,595,993.55
Agency	90	Agency - Cash	(10,581.29)	489,168.54	526,682.36	(48,095.11)	Agency- Payroll
							\$ (48,095.11)
<b>COLUMN TOTALS</b>			<b>\$ 15,459,063.60</b>	<b>\$ 1,905,139.93</b>	<b>\$ 1,986,599.00</b>	<b>\$ 15,377,604.53</b>	<b>\$ 15,377,604.53</b>
<b>BANK RECAPITULATION</b>			<b>PER BANK</b>	<b>Market Value</b>		<b>PER LEDGER</b>	
		L.A.I.F. 0.261%	14,475,699.99	14,475,699.99			
		Petty Cash Drawers	1,200.00				
		YVFD Petty Cash	100.00				
		TriCounties YVFD DDA	67,938.17				
		Scott Valley Bank - Primary DDA	858,702.40				
		<b>TOTAL PER BANK</b>	<b>15,403,640.56</b>				<b>15,377,604.53</b>
<b>ADJUSTMENTS</b>							
		Less Outstanding Checks SVB	(57,781.47)				
		Less Outstanding Checks TCB	(135.37)				
		SVB DDA Interest 10/31 GL 11/3	(61.75)				
		GL 10/31 TASC Bank 11/4	(640.18)				
		Remote Deposit Chks 10/31 Bank 11/4	31,227.34				
		Credit Card Bk 11/3 GL 10/30 and 10/31	1,355.40				
		<b>TOTAL PER LEDGER</b>	<b>15,377,604.53</b>				<b>15,377,604.53</b>

Rhett Hogan, City Treasurer

John Mercier, City Mayor

**2014-2015 Operating Budget of Revenue and Expenditures  
with Actual Results  
October 31, 2014**

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	Prelim Close Beginning Working Capital	Operating Budget Net Increase / (Decrease)	Ending Working Capital	
Major Grp	Fund												
Investment in LAIF	00	-	-	-	-	-	-	-	-	-	-	-	-
General Operating	01	4,852,126.41	4,852,126.41	972,686.10	4,889,013.89	4,889,013.89	1,541,747.16	(36,887.48)	(569,061.06)	2,785,455.12	(36,887.48)	2,748,567.64	1,919,480.80
<b>General Operating Fund</b>		<b>4,852,126.41</b>	<b>4,852,126.41</b>	<b>972,686.10</b>	<b>4,889,013.89</b>	<b>4,889,013.89</b>	<b>1,541,747.16</b>	<b>(36,887.48)</b>	<b>(569,061.06)</b>	<b>2,785,455.12</b>	<b>(36,887.48)</b>	<b>2,748,567.64</b>	<b>1,919,480.80</b>
Gifts Donations	02	500.00	500.00	635.36	700.00	700.00	199.50	(200.00)	435.86	27,384.43	(200.00)	27,184.43	27,820.29
YVFD Volunter Fund	03	11,000.00	11,000.00	6,804.36	11,000.00	11,000.00	(4,657.87)	-	11,462.23	56,440.57	-	56,440.57	67,902.80
Trusts -Crandell-Stewart	04	8,000.00	8,000.00	4,023.37	87,000.00	87,000.00	(41,175.62)	(79,000.00)	45,198.99	685,196.82	(79,000.00)	606,196.82	733,980.42
General Fund Reserves	08	(213,031.41)	(213,031.41)	(34,900.33)	(149,942.77)	(149,942.77)	(34,900.33)	(63,088.64)	-	713,155.54	(63,088.64)	650,066.90	713,155.54
Reserves for Cap. Outlay	09	100,000.00	100,000.00	-	152,729.94	152,729.94	-	(52,729.94)	-	579,236.21	(52,729.94)	526,506.27	577,471.07
Capital Outlay	10	142,600.00	142,600.00	10,000.00	142,600.00	142,600.00	51,198.02	-	(41,198.02)	-	-	-	(41,198.02)
Construction Fund	11	2,000.00	2,000.00	4,500.00	950,000.00	950,000.00	428.15	(948,000.00)	4,071.85	990,330.30	(948,000.00)	42,330.30	1,043,502.15
<b>General Fund - Restricted or Designated</b>		<b>51,068.59</b>	<b>51,068.59</b>	<b>(8,937.24)</b>	<b>1,194,087.17</b>	<b>1,194,087.17</b>	<b>(28,908.15)</b>	<b>(1,143,018.58)</b>	<b>19,970.91</b>	<b>3,051,743.87</b>	<b>(1,143,018.58)</b>	<b>1,908,725.29</b>	<b>3,122,634.25</b>
<b>Total General Fund</b>		<b>4,903,195.00</b>	<b>4,903,195.00</b>	<b>963,748.86</b>	<b>6,083,101.06</b>	<b>6,083,101.06</b>	<b>1,512,839.01</b>	<b>(1,179,906.06)</b>	<b>(549,090.15)</b>	<b>5,837,198.99</b>	<b>(1,179,906.06)</b>	<b>4,657,292.93</b>	<b>5,042,115.05</b>
Gas Tax & Traffic Cong.	20	614,963.96	614,963.96	56,065.67	889,963.96	889,963.96	380,689.38	(275,000.00)	(324,623.71)	276,796.42	(275,000.00)	1,796.42	(47,827.29)
Local Transportation	21	1,609.37	1,609.37	271.12	283,625.00	283,625.00	-	(282,015.63)	271.12	331,999.09	(282,015.63)	49,983.46	354,245.21
Fines - Traffic Safety	24	81,178.06	81,178.06	10,155.26	81,178.06	81,178.06	6,030.24	-	4,125.02	86,328.65	-	86,328.65	87,091.27
<b>Road, Street &amp; Transit - Restricted</b>		<b>697,751.39</b>	<b>697,751.39</b>	<b>66,492.05</b>	<b>1,254,767.02</b>	<b>1,254,767.02</b>	<b>386,719.62</b>	<b>(557,015.63)</b>	<b>(320,227.57)</b>	<b>695,124.16</b>	<b>(557,015.63)</b>	<b>138,108.53</b>	<b>393,509.19</b>
<b>Total Road, Streets and Transit</b>		<b>697,751.39</b>	<b>697,751.39</b>	<b>66,492.05</b>	<b>1,254,767.02</b>	<b>1,254,767.02</b>	<b>386,719.62</b>	<b>(557,015.63)</b>	<b>(320,227.57)</b>	<b>695,124.16</b>	<b>(557,015.63)</b>	<b>138,108.53</b>	<b>393,509.19</b>
Fire Assessment Spec. Rev	30	230,750.00	230,750.00	102,472.83	129,693.66	129,693.66	43,167.92	101,056.34	59,304.91	95,243.18	101,056.34	196,299.52	115,058.54
Landfill Access Fee - Debt Service	31	217,000.00	217,000.00	96,290.82	181,189.61	181,189.61	177,007.48	35,810.39	(80,716.66)	4,998.83	35,810.39	40,809.22	(117,296.07)
Developer Impact Fees	32	16,000.00	16,000.00	16,486.91	-	-	-	16,000.00	16,486.91	232,559.62	16,000.00	248,559.62	500,995.53
<b>Special Revenue - Restricted</b>		<b>463,750.00</b>	<b>463,750.00</b>	<b>215,250.56</b>	<b>310,883.27</b>	<b>310,883.27</b>	<b>220,175.40</b>	<b>152,866.73</b>	<b>(4,924.84)</b>	<b>332,801.63</b>	<b>152,866.73</b>	<b>485,668.36</b>	<b>498,758.00</b>
<b>Total Special Revenue</b>		<b>463,750.00</b>	<b>463,750.00</b>	<b>215,250.56</b>	<b>310,883.27</b>	<b>310,883.27</b>	<b>220,175.40</b>	<b>152,866.73</b>	<b>(4,924.84)</b>	<b>332,801.63</b>	<b>152,866.73</b>	<b>485,668.36</b>	<b>498,758.00</b>
Spec Grants Capital Outlay	60	3,277,784.94	3,277,784.94	33,940.99	3,277,784.94	3,277,784.94	284,264.89	-	(250,323.90)	77,518.17	-	77,518.17	(357,880.90)
Community Development Grants	65	6,800.00	6,800.00	4,009.70	5,000.00	5,000.00	582.79	1,800.00	3,426.91	256,590.92	1,800.00	258,390.92	295,124.26
<b>Special Grants - Capital Projects</b>		<b>3,284,584.94</b>	<b>3,284,584.94</b>	<b>37,950.69</b>	<b>3,282,784.94</b>	<b>3,282,784.94</b>	<b>284,847.68</b>	<b>1,800.00</b>	<b>(246,896.99)</b>	<b>334,109.09</b>	<b>1,800.00</b>	<b>335,909.09</b>	<b>(62,756.64)</b>
<b>Special Grants - Operating &amp; Capital Projects</b>		<b>3,284,584.94</b>	<b>3,284,584.94</b>	<b>37,950.69</b>	<b>3,282,784.94</b>	<b>3,282,784.94</b>	<b>284,847.68</b>	<b>1,800.00</b>	<b>(246,896.99)</b>	<b>334,109.09</b>	<b>1,800.00</b>	<b>335,909.09</b>	<b>(62,756.64)</b>
Water Operating	70	1,602,971.61	1,602,971.61	1,105,240.95	1,602,971.61	1,602,971.61	441,150.53	-	664,090.42	-	-	-	537,207.63
Water Capital Projects	71	700,800.00	700,800.00	-	700,800.00	700,800.00	73,167.21	-	(73,167.21)	-	-	-	(73,167.21)
Water Debt Servicing	72	262,880.00	262,880.00	-	262,880.00	262,880.00	37,046.25	-	(37,046.25)	200,000.00	-	200,000.00	46,953.75
Water Reserves	74	190,848.39	190,848.39	260,410.68	-	-	-	190,848.39	260,410.68	5,587,286.97	190,848.39	5,778,135.36	6,447,086.32
<b>Water Enterprise</b>		<b>2,757,500.00</b>	<b>2,757,500.00</b>	<b>1,365,651.63</b>	<b>2,566,651.61</b>	<b>2,566,651.61</b>	<b>551,363.99</b>	<b>190,848.39</b>	<b>814,287.64</b>	<b>5,787,286.97</b>	<b>190,848.39</b>	<b>5,978,135.36</b>	<b>6,958,080.49</b>
Sewer Operating	80	1,653,936.77	1,653,936.77	806,975.52	1,653,936.77	1,653,936.77	348,252.04	-	458,723.48	-	-	-	143,851.44
Sewer Capital Outlay	81	4,719,370.75	4,719,370.75	2,673,816.19	4,719,370.75	4,719,370.75	1,054,445.21	-	1,619,370.98	-	-	-	728,489.95
Sewer Debt Servicing	82	(4,134,354.03)	(4,134,354.03)	(2,673,816.19)	(4,134,354.03)	(4,134,354.03)	(9,893.49)	-	(2,663,922.70)	100,000.00	-	100,000.00	109,893.49
Sewer Reserves	84	198,046.51	198,046.51	200,998.43	-	-	-	198,046.51	200,998.43	3,153,168.83	198,046.51	3,351,215.34	1,613,758.67
<b>Sewer Enterprise Fund</b>		<b>2,437,000.00</b>	<b>2,437,000.00</b>	<b>1,007,973.95</b>	<b>2,238,953.49</b>	<b>2,238,953.49</b>	<b>1,392,803.76</b>	<b>198,046.51</b>	<b>(384,829.81)</b>	<b>3,253,168.83</b>	<b>198,046.51</b>	<b>3,451,215.34</b>	<b>2,595,993.55</b>
<b>Total Enterprise Funds</b>		<b>5,194,500.00</b>	<b>5,194,500.00</b>	<b>2,373,625.58</b>	<b>4,805,605.10</b>	<b>4,805,605.10</b>	<b>1,944,167.75</b>	<b>388,894.90</b>	<b>429,457.83</b>	<b>9,040,455.80</b>	<b>388,894.90</b>	<b>9,429,350.70</b>	<b>9,554,074.04</b>
Agency Trust - Cash	90	-	-	-	-	-	48,287.23	-	(48,287.23)	-	-	-	(48,095.11)
<b>Agency Funds</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>48,287.23</b>	<b>-</b>	<b>(48,287.23)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(48,095.11)</b>
<b>Total Agency Funds</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>48,287.23</b>	<b>-</b>	<b>(48,287.23)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(48,095.11)</b>
<b>All Funds Combined</b>		<b>14,543,781.33</b>	<b>14,543,781.33</b>	<b>3,657,067.74</b>	<b>15,737,141.39</b>	<b>15,737,141.39</b>	<b>4,397,036.69</b>	<b>(1,193,360.06)</b>	<b>(739,968.95)</b>	<b>16,239,689.67</b>	<b>(1,193,360.06)</b>	<b>15,046,329.61</b>	<b>15,377,604.53</b>

Approval:

John Mercier, City Mayor

12/5/2014 11:02 AM