

YREKA CITY COUNCIL
AGENDA

April 21, 2016 – 6:30 P.M.

Yreka City Council Chamber 701 Fourth Street, Yreka, CA

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

PLEDGE OF ALLEGIANCE

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

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

1. Discussion/Possible Action - Consent Calendar: All matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion or a member of the audience wishes to comment on an item. The City Manager recommends approval of the following consent calendar items:
 - a. Approval of Minutes of the meeting held April 7, 2016.
 - b. Acceptance of Treasurer's Report and Budget to Actual for the month of February 2016.
 - c. Approval/ratification of payments issued from April 8, through April 21, 2016.
 - d. Adopt Resolution approving requests associated with the Special Event of Scott Valley Bank known as the Annual Scott Valley Bank Summer Concerts in the Park.
 - e. Adopt Resolution authorizing the County of Siskiyou to submit a Payment Program Regional Application on behalf of the County of Siskiyou as Lead Agency and the City of Yreka as one of the participating agencies.
 - f. Adopt Resolution approving the destruction of certain City Records – Yreka Police Department - 2004.
 - g. Adopt Resolution approving the destruction of certain City Records – Yreka Police Department - 2005.
 - h. Adopt Resolution approving requests associated with Special Event known as the Chris Lopez Classic to be held at Upper Greenhorn Park on June 18, 2016.
 - i. Approve Agreement for Services between the City of Yreka and David Toms Backflow Testing and Certification and authorize the City Manager to execute the agreement.
 - j. Authorize the City Manager to exercise the optional contract extension with Aiello Goodrich and Teuscher in the agreement dated August 13, 2013 for audit services.
2. Discussion/Possible Action – Approve Increasing the Support to Madrone Hospice to \$75,000 per year for operation of the Senior Programs.
3. Discussion/Possible Action – Adopt Resolution approving requests associated with Yreka Chamber of Commerce Special Events to be held on November 26, and December 2, 2016 known as the Holiday Parade & Festival and the Night of Lights.

4. Discussion/Possible Action – Adopt Resolution approving requests associated with Yreka Chamber of Commerce Special Event known as the “Saturday Farmers Market”.
5. Discussion/Possible Action – Adopt Resolution approving requests associated with the Yreka Chamber of Commerce Special Event known as the Yreka Community Certified Farmers Market.
6. Discussion/Possible Action – Reject all bids for the Yreka Police Department Building Remodel Project.
7. Discussion/Possible Action – Adopt Resolution authorizing the closure of a portion of Fourth Street from Butte Street to South Street during construction of the new Courthouse.
8. Discussion/Possible Action – Approval of the 4/21/2016 City of Yreka Investment Policy for the Fiscal Years Ending 2017 and 2018.
9. Discussion/Possible Action – Authorize the City Manager to approve the agreement(s) to use Multi-Bank Securities, Inc. (MBS) as a broker/dealer to conduct investment activities within the City’s approved investment policy.
10. Discussion/Possible Action – Appoint a Budgetary Review ad hoc committee.
11. Discussion/Possible Action – Authorize the City Manager to enter into an Agreement as outlined in the proposal dated April 7, 2016 from PACE Engineering to update the City of Yreka’s Water and Wastewater Utility Rate Study.

City Manager Report

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

CLOSED SESSION:

1. Conference with Legal Counsel - Anticipated Litigation

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

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

Adjournment.

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

All documents produced by the City which are related to an open session agenda item and distributed to the City Council are made available for public inspection in the City Clerk’s Office during normal business hours. *In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the City Clerk 48 hours prior to the meeting at (530) 841-2324 or by notifying the Clerk at casson@ci.yreka.ca.us.*

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
YREKA HELD IN SAID CITY ON APRIL 7, 2016

On the 7th day of April 2016, the City Council of the City of Yreka met in the City Council Chambers of said City in regular session, and upon roll call, the following were present: Deborah Baird, Joan Smith Freeman, John Mercier and David Simmen. Absent - Bryan Foster

Mayor Mercier announced that item no. 3 has been pulled from the agenda.

Mayor Mercier also announced that he has received a request from the City Attorney to add an urgency item to the agenda, which came to the staff's attention after the preparation and posting of the agenda. The urgency of the matter requires Council to take action before the next regularly scheduled City Council meeting, the item being:

Closed Session

#2. Conference with Real Property Negotiator (Government Code Section 54956.8)

Property: Fall Creek

Third Party Negotiator: PacifiCorp

City Negotiators: City Manager and City Attorney

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

Following Council discussion, Councilmember Freeman moved to add the closed session urgency item – Real Property Negotiation with PacifiCorp to the agenda as requested.

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

Mayor Mercier thereupon declared the motion carried.

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

- a. Approval of Minutes of the meeting held March 17, 2016.
- b. Approval/ratification of payments issued from March 18 through April 7, 2016.
- c. Acknowledge Receipt of 2015 General Plan Annual Housing Element Progress Report.

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

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

Mayor Mercier thereupon declared the motion carried.

Adopt Resolution # 2016-15 approving the use of Upper Greenhorn Park on June 4, 2016 for an event known as the "Iron Dog Challenge".

Chuck Pipkin addressed the Council to answer any questions regarding the proposed event. Mr. Pipkin stated that they are requesting permission to host a fund-raiser for their non-profit organization for Post Traumatic Service Dogs. The funds raised will be used to offset the cost of placing service and/or emotional support dogs with veterans or first responders suffering from post-traumatic stress disorder or traumatic brain injury.

The Iron Dog Challenge is a fun run/walk around several trails in Greenhorn Park. We will have two courses set up, one for the people just wanting to have fun and a more competitive one for the advanced runners. All dogs participating in the event will be required to be on a leash and under the control of the owner/handler at all times.

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

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

Mayor Mercier thereupon declared the motion carried.

Adopt Resolution authorizing the Police Chief and/or the City Manager to Modify Parking Regulations during construction of the Courthouse.

City Manager Steve Baker reported that the Courthouse project is expected to begin early this summer. During construction, which is expected to last approximately 2 years, Fourth Street will be closed adjacent to the site and work will occasionally result in other closures of lanes and sidewalks. In addition, the courthouse project, including construction staging, will decrease the number of parking spot for court employees, jurors and other users of the courts and adjacent buildings.

As a result, there will be a need to modify parking regulations to facilitate parking for the various users of the courts on a temporary (2-year basis). This resolution would allow the Police Chief and City Manager to modify parking regulations as appropriate during the construction period.

The Court has provided a proposed initial parking plan. Over time, this may need to be modified, either as a result of the construction or after review of how the parking actually works. Once the courthouse is constructed and open, parking regulations would return to the pre-construction condition, with perhaps some modifications based on the parking plan for the new courthouse.

Mary Frances McHugh, the Courts Administrator, gave a brief presentation on the new courthouse.

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

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

Mayor Mercier thereupon declared the motion carried.

Approval of Appointment of Diane Knitter to the Yreka Planning Commission.

Following Council discussion, Councilmember Simmen moved to approve the re-appointment of Diane Knitter to a 4-year term on the Planning Commission.

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

Mayor Mercier thereupon declared the motion carried.

Adopt Resolution authorizing a Use Agreement with Yreka Splash for the Operation of Ringe Pool for Fiscal Year 2016/2017 with a contribution of \$32,500.

City Manager reported that we have received a request to continue the support for Splash's operation of the pool in the amount of \$32,500, which is the same amount as last year.

Splash has been a great resource for the community and has kept the pool open for the last ten years. In addition to keeping the pool open for swimming and providing swim lessons, Splash has made a number of improvements to the pool necessary to keep it open. Splash's season begins prior to the beginning of the 2016-2018 budget, so the request is coming now.

Staff is recommending providing the funding that Splash needs to operate the pool for the summer season.

Bussy McCluskey, President of Yreka Splash, addressed the Council to answer any questions regarding the operation of Ringe Pool. Ms. McCluskey stated that they plan to continue with their annual fundraisers: bingo, fireworks, and wine booth, and plan to add a donation letter campaign. This year's fundraising goal is to provide permanent shade areas, new ladders and a new diving board, along with the ongoing maintenance costs.

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

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

Mayor Mercier thereupon declared the motion carried.

CLOSED SESSION:

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Property: Fall Creek
Third Party Negotiator: PacifiCorp
City Negotiators: City Manager and City Attorney
Under Negotiation: Possible purchase including price, terms of payment, or both.

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

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

Attest:

John Mercier, Mayor
Minutes approved by Council
Motion April 21, 2016

Elizabeth E. Casson, City Clerk

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

Fund Type	Fund	Fund Description	Previous Balance	Receipts / Debits	Disbursements / Credits	Cash Balance by Fund	
General-Unrestricted	01	General Operating	\$ 3,304,312.13	\$ 343,414.01	\$ 960,196.57	\$ 2,687,529.57	
General-Designated	01	Comm Art	2,772.56	-	-	2,772.56	
General-Designated	01	Fire Museum	3,322.35	-	-	3,322.35	
General-Designated	01	Planning Deposits	-	-	-	0.00	
General-Designated	01	Sidewalk in Lieu	36,228.46	-	-	36,228.46	
General-Designated	01	Parkland Trust	300.00	-	-	300.00	
General-Designated	01	Police Asset Forfeit	6,803.63	-	-	6,803.63	
General-Designated	01	Parking Fees	63,011.04	-	-	63,011.04	
General-Designated	01	Campbell Tract Redemption	48,020.34	-	-	48,020.34	
General-Designated	01	Baker Tract/Lucas	-	-	-	0.00	
General-Designated	02	Gifts Donations	6,604.70	-	779.08	5,825.62	
General-Designated	02	K-9 Unit	11,585.13	-	-	11,585.13	
General-Designated	02	YPD Donated - Hitson	5,677.69	-	-	5,677.69	
General-Designated	02	YPD Donated - Travellers	2,117.38	-	-	2,117.38	
General-Designated	02	YPD Donated - Teen Fund	3,081.59	10.00	-	3,091.59	
General-Designated	02	Greenhorn Park Redevelopment	-	-	-	0.00	
General-Designated	03	YVFD Volunter Fund	59,428.04	737.83	-	60,165.87	
General-Restricted	04	Crandell Cash	102,649.54	2,244.98	-	104,894.52	
General-Designated	08	Grant Projects Reserve	763,182.25	15,544.12	99,370.36	679,356.01	
General-Designated	08	PERS Pension Liability Reserve	(161,638.33)	7,997.98	-	(153,640.35)	
General-Designated	09	Reserves for Cap. Outlay	564,070.67	-	80,958.35	483,112.32	
General-Designated	10	Capital Outlay	1,410.18	75,500.00	-	76,910.18	General - All
General-Designated	11	Capital Building Project - YPD	1,387,449.35	369,722.37	250.33	1,756,921.39	\$ 5,884,005.30
Spec. Rev. -Streets	20	Road and Street Funds including HUTA	(100,307.62)	188,425.86	25,725.09	62,393.15	
Spec. Rev. -Streets	21	Local Transportation	300,058.63	-	78,828.00	221,230.63	Streets
Spec. Rev. -Streets	24	Fines - Traffic Safety	71,954.92	53,561.48	6,585.27	118,931.13	\$ 402,554.91
Special Revenue	30	Fire Assessment Spec. Rev	181,617.11	26,652.78	10,910.84	197,359.05	
Special Revenue	31	Landfill Access Fee - Debt Service	(8,334.94)	20,403.25	636.55	11,431.76	Special Revenues
Special Revenue	32	Developer Impact Fees	249,587.81	911.19	-	250,499.00	\$ 459,289.81
Special Grants	60	Spec Grants Capital Outlay	(434,704.04)	192,944.12	49,590.86	(291,350.78)	Special Grants
Special Grants	65	Community Development Grants	311,458.87	1,358.18	1,727.94	311,089.11	\$ 19,738.33
Water Enterprise	70	Water Operating	429,199.48	185,123.88	831,884.92	(217,561.56)	
Water Enterprise	71	Water Capital Projects	(395,475.79)	1,723,000.00	-	1,327,524.21	
Water Enterprise	72	Water Debt Servicing	166,387.32	263,236.00	-	429,623.32	
Water Enterprise	72	USDA COPS 2010	200,000.00	-	-	200,000.00	Water Enterprise
Water Enterprise	74	Water Reserves	7,480,620.09	38,271.16	1,295,000.00	6,223,891.25	\$ 7,963,477.22
Sewer Enterprise	80	Sewer Operating	296,796.84	211,305.23	431,578.57	76,523.50	
Sewer Enterprise	81	Sewer Capital Outlay	932,877.58	-	2,895.00	929,982.58	
Sewer Enterprise	82	Sewer Debt Servicing	(200,968.13)	284,033.72	-	83,065.59	
Sewer Enterprise	82	USDA COPS 2003	100,000.00	-	-	100,000.00	Enterprise-Sewer
Sewer Enterprise	84	Sewer Reserves	2,284,242.90	51,386.66	-	2,335,629.56	\$ 3,525,201.23
Agency	90	Agency - Cash	(56,825.35)	355,089.37	350,326.69	(52,062.67)	Agency- Payroll
							\$ (52,062.67)
COLUMN TOTALS			\$ 18,018,574.38	\$ 4,410,874.17	\$ 4,227,244.42	\$ 18,202,204.13	\$ 18,202,204.13
BANK RECAPITULATION			PER BANK	Market Value	PER LEDGER		
		L.A.I.F. 0.467%	17,832,206.49	17,832,206.49			
		Petty Cash Drawers	1,200.00				
		YVFD Petty Cash	100.00				
		TriCounties YVFD DDA	61,795.21				
		Scott Valley Bank - 01015102	311,137.39				
		TOTAL PER BANK	<u>18,206,439.09</u>				
ADJUSTMENTS							
		Less Outstanding Checks SVB	(6,076.06)				
		Less Outstanding Checks TCB	(1,729.34)				
		SVB DDA Interest 1/29 GL 2/1	(29.28)				
		OS CC GL 2/29 SVB 3/1	229.51				
		OS CC GL 2/29 SVB 3/2	301.55				
		TOTAL PER LEDGER	<u>18,202,204.13</u>		<u>18,202,204.13</u>		

Rhetta Hogan, City Treasurer

John Mercier, City Mayor

**2015-2016 Operating Budget of Revenue and Expenditures
with Actual Results
February 29, 2016**

Fund Analysis		REVENUE			EXPENSE			Excess of Rev over Exp.-Surplus/ (Deficit)		Based on Operating Budget			Current Cash Balance
		Adopted	Operating Budget	Year to Date	Adopted	Operating Budget	Year to Date	Operating Budget	Net Actual Year to Date	Beginning Working Capital	Operating Budget Net Increase / (Decrease)	Ending Working Capital	
Major Grp	Fund												
Investment in LAIF	00	-	-	-	-	-	-	-	-	-	-	-	-
General Operating	01	4,914,225.50	4,550,003.13	2,411,693.74	4,898,493.61	5,057,583.80	3,046,029.43	(507,580.67)	(634,335.69)	3,486,120.48	(507,580.67)	2,978,539.81	2,847,987.95
General Operating Fund		4,914,225.50	4,550,003.13	2,411,693.74	4,898,493.61	5,057,583.80	3,046,029.43	(507,580.67)	(634,335.69)	3,486,120.48	(507,580.67)	2,978,539.81	2,847,987.95
Gifts Donations	02	500.00	500.00	5,927.41	700.00	700.00	4,445.18	(200.00)	1,482.23	27,849.36	(200.00)	27,649.36	28,297.41
YVFD Volunter Fund	03	11,000.00	11,000.00	1,747.70	11,000.00	11,000.00	(595.04)	-	2,342.74	57,823.13	-	57,823.13	60,165.87
Trusts -Crandell-Stewart	04	6,000.00	(524,777.63)	(520,947.16)	17,000.00	17,000.00	12,368.06	(541,777.63)	(533,315.22)	629,229.77	(541,777.63)	87,452.14	104,894.52
General Fund Reserves	08	(146,030.50)	(146,030.50)	(138,398.44)	(142,568.75)	(139,565.57)	(64,228.52)	(6,464.93)	(74,169.92)	599,885.58	(6,464.93)	593,420.65	525,715.66
Reserves for Cap. Outlay	09	100,000.00	100,000.00	100,000.00	180,958.35	180,958.35	180,958.35	(80,958.35)	(80,958.35)	564,070.67	(80,958.35)	483,112.32	483,112.32
Capital Outlay	10	75,500.00	75,500.00	138,422.73	75,500.00	75,500.00	61,512.55	-	76,910.18	-	-	-	76,910.18
Construction Fund	11	-	900,000.00	904,500.00	-	1,835,354.76	92,451.13	(935,354.76)	812,048.87	945,372.52	(935,354.76)	10,017.76	1,756,921.39
Agency Trust - Cash	90	-	-	-	-	-	29,509.89	-	(29,509.89)	-	-	-	(52,062.67)
General Fund - Restricted or Designated		46,969.50	416,191.87	491,252.24	142,589.60	1,980,947.54	316,421.60	(1,564,755.67)	174,830.64	2,824,231.03	(1,564,755.67)	1,259,475.36	2,983,954.68
Total General Fund		4,961,195.00	4,966,195.00	2,902,945.98	5,041,083.21	7,038,531.34	3,362,451.03	(2,072,336.34)	(459,505.05)	6,310,351.51	(2,072,336.34)	4,238,015.17	5,831,942.63
Gas Tax & Traffic Cong.	20	406,897.27	406,897.27	271,025.77	624,708.87	637,945.22	201,632.72	(231,047.95)	69,393.05	0.10	(231,047.95)	(231,047.85)	62,393.15
Local Transportation	21	200,000.00	233,457.00	(39,474.88)	218,828.00	260,657.00	78,828.00	(27,200.00)	(118,302.88)	339,533.51	(27,200.00)	312,333.51	221,230.63
Fines - Traffic Safety	24	76,208.95	76,208.95	64,703.49	76,208.95	78,289.67	32,101.01	(2,080.72)	32,602.48	86,328.65	(2,080.72)	84,247.93	118,931.13
Road, Street & Transit - Restricted		683,106.22	716,563.22	296,254.38	919,745.82	976,891.89	312,561.73	(260,328.67)	(16,307.35)	425,862.26	(260,328.67)	165,533.59	402,554.91
Total Road, Streets and Transit		683,106.22	716,563.22	296,254.38	919,745.82	976,891.89	312,561.73	(260,328.67)	(16,307.35)	425,862.26	(260,328.67)	165,533.59	402,554.91
Fire Assessment Spec. Rev	30	230,750.00	230,750.00	166,364.70	129,727.69	130,549.57	86,635.85	100,200.43	79,728.85	130,603.78	100,200.43	230,804.21	197,359.05
Landfill Access Fee - Debt Service	31	218,000.00	218,000.00	157,933.52	181,224.71	182,187.02	179,341.67	35,812.98	(21,408.15)	54,346.52	35,812.98	90,159.50	11,431.76
Developer Impact Fees	32	16,000.00	16,000.00	7,228.79	-	-	-	16,000.00	7,228.79	243,270.21	16,000.00	259,270.21	250,499.00
Special Revenue - Restricted		464,750.00	464,750.00	331,527.01	310,952.40	312,736.59	265,977.52	152,013.41	65,549.49	428,220.51	152,013.41	580,233.92	459,289.81
Total Special Revenue		464,750.00	464,750.00	331,527.01	310,952.40	312,736.59	265,977.52	152,013.41	65,549.49	428,220.51	152,013.41	580,233.92	459,289.81
Spec Grants Capital Outlay	60	2,267,393.35	2,865,301.35	2,701,092.08	2,267,393.35	2,780,692.04	2,347,207.29	84,609.31	353,884.79	161,947.96	84,609.31	246,557.27	(291,350.78)
Community Development Grants	65	5,700.00	5,700.00	5,637.36	-	10,750.00	2,670.62	(5,050.00)	2,966.74	299,175.97	(5,050.00)	294,125.97	311,089.11
Special Grants - Capital Projects		2,273,093.35	2,871,001.35	2,706,729.44	2,267,393.35	2,791,442.04	2,349,877.91	79,559.31	356,851.53	461,123.93	79,559.31	540,683.24	19,738.33
Special Grants - Operating & Capital Projects		2,273,093.35	2,871,001.35	2,706,729.44	2,267,393.35	2,791,442.04	2,349,877.91	79,559.31	356,851.53	461,123.93	79,559.31	540,683.24	19,738.33
Water Operating	70	1,590,366.41	1,590,366.41	784,508.10	1,590,366.41	1,637,425.43	899,475.86	(47,059.02)	(114,967.76)	-	(47,059.02)	(47,059.02)	(217,561.56)
Water Capital Projects	71	428,000.00	1,723,000.00	1,733,856.00	428,000.00	1,723,000.00	406,331.79	-	1,327,524.21	-	-	-	1,327,524.21
Water Debt Servicing	72	263,236.00	263,236.00	263,236.00	144,236.00	144,236.00	36,393.75	119,000.00	226,842.25	521,781.07	119,000.00	640,781.07	629,623.32
Water Reserves	74	476,897.59	(818,102.41)	(869,349.95)	-	-	-	(818,102.41)	(869,349.95)	5,587,286.97	(818,102.41)	4,769,184.56	6,223,891.25
Water Enterprise		2,758,500.00	2,758,500.00	1,912,250.15	2,162,602.41	3,504,661.43	1,342,201.40	(746,161.43)	570,048.75	6,109,068.04	(746,161.43)	5,362,906.61	7,963,477.22
Sewer Operating	80	1,632,426.18	1,632,426.18	955,933.84	1,632,426.18	1,638,710.76	728,291.31	(6,284.58)	227,642.53	-	(6,284.58)	(6,284.58)	76,523.50
Sewer Capital Outlay	81	5,428.00	217,428.00	1,242,800.25	5,428.00	219,572.47	372,519.60	(2,144.47)	870,280.65	-	(2,144.47)	(2,144.47)	929,982.58
Sewer Debt Servicing	82	278,605.72	278,605.72	(765,839.03)	284,033.72	284,033.72	66,389.00	(5,428.00)	(832,228.03)	100,000.00	(5,428.00)	94,572.00	183,065.59
Sewer Reserves	84	450,540.10	450,540.10	416,468.70	-	-	-	450,540.10	416,468.70	3,153,168.83	450,540.10	3,603,708.93	2,335,629.56
Sewer Enterprise Fund		2,367,000.00	2,579,000.00	1,849,363.76	1,921,887.90	2,142,316.95	1,167,199.91	436,683.05	682,163.85	3,253,168.83	436,683.05	3,689,851.88	3,525,201.23
Total Enterprise Funds		5,125,500.00	5,337,500.00	3,761,613.91	4,084,490.31	5,646,978.38	2,509,401.31	(309,478.38)	1,252,212.60	9,362,236.87	(309,478.38)	9,052,758.49	11,488,678.45
All Funds Combined		13,507,644.57	14,356,009.57	9,999,070.72	12,623,665.09	16,766,580.24	8,800,269.50	(2,410,570.67)	1,198,801.22	16,987,795.08	(2,410,570.67)	14,577,224.41	18,202,204.13

Approval: _____ John Mercier, City Mayor

Accounts Payable

Computer Check Proof List by Vendor

User: lysandra
 Printed: 04/14/2016 - 8:43AM
 Batch: 00003.04.2016



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1527 90042	ACME COMPUTER INV 90042 - INSTALL WIFI	256.57	04/22/2016	01-350-0000-525-000	ACH Enabled: False
	Check Total:	256.57			
Vendor: 1527 AV UPGRADE	ACME COMPUTER AV UPGRADE AGREEMENT	2,918.13	04/22/2016	01-050-0000-525-000	ACH Enabled: False
	Check Total:	2,918.13			
Vendor: 2043 57425838 1-3/16	BOARD OF EQUALIZATION 57-425838 1-3/16	182.91	04/22/2016	01-350-0000-520-100	ACH Enabled: False
	Check Total:	182.91			
Vendor: 1047 04/22/16	DEPT OF FISH & WILDLIFE ANNUAL MAINT PERMITS - FY 16/17	613.75	04/22/2016	20-390-0000-516-000	ACH Enabled: False
	Check Total:	613.75			
Vendor: 3445 59398421 3/16 59398421 3/16 59398421 3/16 59398421 3/16 59398421 3/16 59398421 3/16 59398421 3/16	FIRST BANKCARD AMAZON - CABLES AMAZON - STAPLERS AMAZON - DIVIDER TABS AMAZON - FOLDERS & SHARPIES AMAZON - ENVELOPES AMAZON - LABELS & STAPLES PNTA - LIGHT BOARD	47.27 11.67 17.18 21.53 15.84 30.10 148.75	04/22/2016 04/22/2016 04/22/2016 04/22/2016 04/22/2016 04/22/2016 04/22/2016	01-300-0000-515-000 01-030-0000-515-000 01-030-0000-515-000 01-300-0000-515-000 01-020-0000-515-000 01-030-0000-515-000 01-470-0000-525-002	ACH Enabled: False
	Check Total:	292.34			
Vendor: 3447 78708980 3/16 78708980 3/16	FIRST BANKCARD (FLEET) DOUBLETREE HOTEL - TRAINING DOUBLETREE HOTEL - TRAINING	155.10 155.10	04/22/2016 04/22/2016	01-350-0000-512-000 01-210-0000-512-000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
78708980 3/16	STAPLES - KEY RINGS	16.97	04/22/2016	01-350-0000-515-000	
78708980 3/16	WALMART - CLOROX WIPES	11.80	04/22/2016	01-350-0000-516-001	
78708980 3/16	MEFORD RADIATOR - REPAIRS	125.00	04/22/2016	01-350-0000-520-000	
78708980 3/16	SNAP ON TOOLS - PARTS BASKET & TOOL	527.18	04/22/2016	01-350-0000-450-000	
78708980 3/16	MUNICIPAL MAINT EQUIP - RADIATOR & I	515.38	04/22/2016	01-350-0000-520-000	
78708980 3/16	UNITED ROTARY BRUSH - PARTS	564.37	04/22/2016	01-350-0000-520-000	
78708980 3/16	YREKA MACHINE WORKS - PARTS	20.32	04/22/2016	01-350-0000-520-000	
78708980 3/16	SNAP ON TOOLS - FLOOR JACK	537.45	04/22/2016	01-350-0000-450-000	
78708980 3/16	ROGUE VALLEY FARM EQUIP - FUEL FILTR	197.00	04/22/2016	01-350-0000-520-000	
78708980 3/16	CROSS PETROLEUM - FILTER & BOWL	46.27	04/22/2016	01-350-0000-520-100	
78708980 3/16	AMAZON - TABLET CASE	32.70	04/22/2016	01-350-0000-515-000	
78708980 3/16	MARBLE MTN MACHINERY - BELT SET	37.46	04/22/2016	01-350-0000-520-000	
78708980 3/16	STAPLES - EYE TISSUES	17.57	04/22/2016	01-350-0000-515-000	
78708980 3/16	STAPLES - TONER	196.32	04/22/2016	01-030-0000-515-000	
	Check Total:	3,155.99			
Vendor: 3448	FIRST BANKCARD (PW)			Check Sequence: 7	ACH Enabled: False
15409817 3/16	SNAP ON TOOLS - FLOOR JACK	537.45	04/22/2016	01-400-0000-416-000	
15409817 3/16	USA BLUEBOOK - GATE WRENCH	130.02	04/22/2016	70-510-0000-420-000	
15409817 3/16	WALMART - FEEDER REPAIR	30.30	04/22/2016	70-510-0000-420-000	
	Check Total:	697.77			
Vendor: 3446	FIRST BANKCARD (YPD)			Check Sequence: 8	ACH Enabled: False
78176071 3/16	TRACTOR SUPPLY - DOG FOOD	171.95	04/22/2016	01-230-0000-416-000	
78176071 3/16	TRACTOR SUPPLY - KENNEL SUPPLIES	75.23	04/22/2016	01-230-0000-416-000	
	Check Total:	247.18			
Vendor: 2142	DOHN HENION			Check Sequence: 9	ACH Enabled: False
04/22/16	APRIL 2016 (2)	1,250.00	04/22/2016	01-040-0000-525-001	
	Check Total:	1,250.00			
Vendor: 1938	IMPRINTS SCREEN PRINTING			Check Sequence: 10	ACH Enabled: False
13-8721	INV 13-8721 - 4 SHIRTS	132.45	04/22/2016	01-200-0000-510-000	
	Check Total:	132.45			
Vendor: 2319	KOFF & ASSOCIATES			Check Sequence: 11	ACH Enabled: False
3044	INV 3044 - CLASSIFICATION STUDY	6,000.00	04/22/2016	01-110-0000-525-000	
	Check Total:	6,000.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1157	MAGIC RAIN CAR WASH			Check Sequence: 12	ACH Enabled: False
MAR 2016	INV MAR 2016	36.00	04/22/2016	01-200-0000-520-001	
	Check Total:	36.00			
Vendor: 2353	MICHAEL BAKER INTERNATIONAL INC			Check Sequence: 13	ACH Enabled: False
DRAFT #5	INV DRAFT #5	3,202.50	04/22/2016	60-390-6035-525-000	
	Check Total:	3,202.50			
Vendor: 2373	MIRACLE-EAR CENTER			Check Sequence: 14	ACH Enabled: False
345855-345856	INV 345855-345856	20.00	04/22/2016	01-080-0000-516-000	
345855-345856	INV 345855-345856	40.00	04/22/2016	01-300-0000-525-000	
345855-345856	INV 345855-345856	60.00	04/22/2016	01-400-0000-525-000	
345855-345856	INV 345855-345856	20.00	04/22/2016	01-350-0000-525-000	
345855-345856	INV 345855-345856	60.00	04/22/2016	20-310-0000-525-000	
345855-345856	INV 345855-345856	40.00	04/22/2016	70-500-0000-525-000	
345855-345856	INV 345855-345856	60.00	04/22/2016	70-510-0000-525-000	
345855-345856	INV 345855-345856	60.00	04/22/2016	80-560-0000-525-000	
	Check Total:	360.00			
Vendor: 16014	PACE ENGINEERING INC			Check Sequence: 15	ACH Enabled: False
26451	INV 26451 - GENERAL ENGINEERING	182.00	04/22/2016	20-300-0000-525-000	
26452	INV 26452 - WWT&C SYSTEM IMP	75.00	04/22/2016	81-550-3024-525-000	
26453	INV 26453 - PLANNING GRANT APPS	11,978.00	04/22/2016	20-390-1024-525-000	
26453	INV 26453 - PLANNING GRANT APPS	768.75	04/22/2016	70-300-0000-525-000	
26453	INV 26453 - PLANNING GRANT APPS	395.00	04/22/2016	80-300-0000-525-000	
	Check Total:	13,398.75			
Vendor: 16030	PACIFIC POWER			Check Sequence: 16	ACH Enabled: False
56810019 3/16	62665681-001 9 3/16	23.64	04/22/2016	70-520-0000-518-001	
56810027 3/16	62665681-002 7 3/16	322.40	04/22/2016	01-400-0000-518-001	
56810035 3/16	62665681-003 5 3/16	14,422.54	04/22/2016	70-510-0000-518-001	
56810043 3/16	62665681-004 3 3/16	26.08	04/22/2016	01-090-0000-518-001	
56810050 3/16	62665681-005 0 3/16	984.97	04/22/2016	01-370-0000-518-001	
56810068 3/16	62665681-006 8 3/16	634.08	04/22/2016	70-510-0000-518-001	
56810076 3/16	62665681-007 6 3/16	2,572.67	04/22/2016	20-312-0000-418-001	
56810100 3/16	62665681-010 0 3/16	651.16	04/22/2016	70-510-0000-518-001	
56810118 3/16	62665681-011 8 3/16	1,202.63	04/22/2016	01-210-0000-518-001	
56810142 3/16	62665681-014 2 3/16	10.71	04/22/2016	01-400-0000-518-001	
56810217 3/16	62665681-021 7 3/16	550.04	04/22/2016	01-230-0000-518-001	
56810233 3/16	62665681-023 3 3/16	453.76	04/22/2016	01-350-0000-518-001	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
56810258 3/16	62665681-025 8 3/16	10,050.93	04/22/2016	80-560-0000-518-001	
56810274 3/16	62665681-027 4 3/16	1,236.67	04/22/2016	01-200-0000-518-001	
56810324 3/16	62665681-032 4 3/16	1,206.62	04/22/2016	01-470-0000-518-001	
56810332 3/16	62665681-033 2 3/16	1,072.57	04/22/2016	01-480-0000-518-001	
56810340 3/16	62665681-034 0 3/16	27.44	04/22/2016	80-560-0000-518-001	
56810415 3/16	62665681-041 5 3/16	1,048.23	04/22/2016	01-020-0000-518-001	
56810506 3/16	62665681-050 6 3/16	368.13	04/22/2016	80-550-0000-518-001	
56810514 3/16	62665681-051 4 3/16	40.46	04/22/2016	20-312-0000-418-001	
56810514 3/16	62665681-051 4 3/16	311.88	04/22/2016	01-420-0000-518-001	
56810654 3/16	62665681-065 4 3/16	138.65	04/22/2016	01-400-0000-518-001	
56810688 3/16	62665681-068 8 3/16	54.57	04/22/2016	01-400-0000-518-001	
56810696 3/16	62665681-069 6 3/16	127.50	04/22/2016	01-200-0000-518-001	
	Check Total:	37,538.33			
Vendor: 2307	SCTID			Check Sequence: 17	ACH Enabled: False
FEB 2016	BAYMONT INN	785.07	04/22/2016	01-000-0000-813-201	
FEB 2016	HOLIDAY INN	1,812.29	04/22/2016	01-000-0000-813-205	
FEB 2016	ECONO LODGE	83.50	04/22/2016	01-000-0000-813-204	
FEB 2016	BUDGET INN	230.32	04/22/2016	01-000-0000-813-202	
FEB 2016	COMFORT INN	514.38	04/22/2016	01-000-0000-813-203	
FEB 2016	MINERS INN	1,573.40	04/22/2016	01-000-0000-813-207	
FEB 2016	MOTEL 6	1,016.96	04/22/2016	01-000-0000-813-208	
FEB 2016	KLAMATH MOTOR LODGE	96.03	04/22/2016	01-000-0000-813-206	
FEB 2016	WAIIAKA RV PARK	30.69	04/22/2016	01-000-0000-813-213	
FEB 2016	MOUNTAIN VIEW INN	109.11	04/22/2016	01-000-0000-813-209	
FEB 2016	SUPER 8	535.59	04/22/2016	01-000-0000-813-212	
FEB 2016	RELAX INN	55.44	04/22/2016	01-000-0000-813-210	
FEB 2016	YREKA TRAILER & RV PARK	78.21	04/22/2016	01-000-0000-813-215	
FEB 2016	RODEWAY INN	125.97	04/22/2016	01-000-0000-813-211	
	Check Total:	7,046.96			
Vendor: 2115	MITCH SHINAR			Check Sequence: 18	ACH Enabled: False
04/22/16	REIMBURSE DMV PHYSICAL	100.00	04/22/2016	80-560-0000-525-000	
	Check Total:	100.00			
Vendor: 1314	SISKIYOU OPPORTUNITY CENTER			Check Sequence: 19	ACH Enabled: False
12877	INV 12877 - SHREDDING	3.75	04/22/2016	70-030-0000-526-000	
	Check Total:	3.75			
Vendor: 1655	VOLUNTEER FIREFIGHTERS			Check Sequence: 20	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
RFND DEPOSIT	RFND CLEANING 03/05/16	100.00	04/22/2016	01-480-0000-543-000	
	Check Total:	100.00			
Vendor: 1574	YMCA			Check Sequence: 21	ACH Enabled: False
RFND DEPOSIT	RFND CLEANING 03/19/16	100.00	04/22/2016	01-480-0000-543-000	
	Check Total:	100.00			
Vendor: 25005	YREKA AUTO PARTS			Check Sequence: 22	ACH Enabled: False
1395 3/16	ACCT 1395 3/16 - FILTERS & SMALL PARTS	400.67	04/22/2016	01-350-0000-520-000	
1395 3/16	ACCT 1395 3/16 - 5W-20 MOTOR OIL	37.02	04/22/2016	01-350-0000-520-150	
	Check Total:	437.69			
Vendor: 1375	YREKA FIRE DEPT			Check Sequence: 23	ACH Enabled: False
04/07/16	MARCH 2016	1,110.00	04/22/2016	01-210-0000-560-000	
04/07/16	MARCH 2016	265.63	04/22/2016	01-210-0000-416-000	
04/07/16	MARCH 2016	173.39	04/22/2016	01-210-0000-416-001	
04/07/16	MARCH 2016	100.00	04/22/2016	01-210-0000-421-000	
	Check Total:	1,649.02			
Vendor: 1376	YREKA HOST LIONS CLUB			Check Sequence: 24	ACH Enabled: False
FLAGS - 2016	2016 FLAG SERVICE	25.00	04/22/2016	01-200-0000-511-000	
	Check Total:	25.00			
Vendor: 1770	YREKA MACHINE WORKS INC			Check Sequence: 25	ACH Enabled: False
008249	INV 008249 - PIPE #311	25.65	04/22/2016	01-350-0000-520-000	
	Check Total:	25.65			
	Total for Check Run:	79,770.74			
	Total of Number of Checks:	25			



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Adopt Resolution approving requests associated with the Special Event of Scott Valley Bank known as the Annual Scott Valley Bank Summer Concerts in the Park.
Meeting date: April 21, 2016

Discussion:

Scott Valley Bank has submitted the attached letter requesting permission to hold their annual summer concert series in Miner Street Park.

As in previous years, Scott Valley Bank is requesting that the City provide free use of Miner Street Park, electricity; police walk-through as available; and setup and use of the Yreka Community Stage.

Fiscal Impact: Direct cost is estimated to be \$2,000 to cover Department of Public Works personnel for the stage hauling, setup and take down. The costs incurred by the Yreka Police Department vary significantly for each event (\$624 to \$1,836 for the series).

Recommendation and Requested Action:

That the Council adopt Resolution as submitted.

Approved by:



Steven Baker, City Manager



March 18, 2016

The City of Yreka
Elizabeth E. Casson, City Clerk
701 4th Street
Yreka, CA 96097

Dear Liz,

On behalf of Scott Valley Bank, I request that the agenda for the City Council meeting of April 21, 2016 include the request for approval for the 21st annual **Scott Valley Bank Summer Concerts in the Parks to be held in Miner Street Park on the following dates:**

- **Friday, June 24 – Miner Street Park -- Groove Perpetrators** Local musician Paula Reynolds has put together a group promising upbeat funky rock
- **Friday, July 8 – Miner Street Park – Blue Relish** – Back by popular demand!
- **Friday, July 15 – Miner Street Park Decades** – This Chico-based band will rock around the clock with music from the 1940's through current.
- **Friday, July 22 – Miner Street Park -- Rusty Miller and Friends** – We love him, you love him, and he's working up a great show for all of us!

Scott Valley Bank requests support from the City for the Miner St. Park concert events including:

- police walk thru as available
- hauling, set up, and use at no charge of the Yreka community stage
- use of Miner Street Park for the events scheduled from 3:00 – 9:30 p.m.
- access to power and power provided

Scott Valley Bank further requests, as in previous years, the following special permits for the Miner St. Park events:

- Allowance of consumption of beer and wine, by attendees of the event, brought by the attendees to the event. There shall be no sales of alcoholic beverages in the park or by vendors on contiguous streets.

Scott Valley Bank agrees to secure liability insurance for the named events in the amount of \$1,000,000 naming the City of Yreka as additionally insured and to agree with all other City of Yreka ordinances.

In addition, the 2016 Scott Valley Bank Summer Concert Series will participate in an another event for which use of the the Yreka community stage and support related to that is requested:

- **Friday, July 1– Siskiyou Golden Fairgrounds -- Rogue Suspects** – So. Oregon's premier dance band!

Also, on Friday, July 29 there will be a concert at Hoy Park/Lake Shastina as a part of the series.

We are looking forward to another season of helping good things happen here in Yreka. It is with pleasure that Scott Valley Bank remains the major underwriter and event coordinator for these free family-friendly concerts for the enrichment of our community. The support of The City of Yreka has been, and shall continue to be, greatly valued.

Ronda Gubetta, Branch Services Manager for the Yreka Branch of Scott Valley Bank and I plan to attend the City Council meeting April 21st and look forward to seeing you there.

Best Regards,

Val Jereb
VP/Marketing Director

**RESOLUTION NO. 2016-
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA
APPROVING REQUESTS ASSOCIATED WITH THE
SPECIAL EVENT OF SCOTT VALLEY BANK, KNOWN AS THE
SUMMER CONCERTS IN THE PARK**

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

WHEREAS, Scott Valley Bank, ("event sponsor") desires to sponsor its annual free "Summer Concert Series" event on June 24, July 8, 15 & 22, 2016 in Miner Street Park, a City recreation area;

WHEREAS, the Summer Concert Series is a well established tradition in our community and sponsored by Scott Valley Bank and local merchants and professionals; and,

WHEREAS, due to the proposed plan submitted for the event, the event sponsor has demonstrated that the following provisions of the Yreka Municipal Code [YMC] are not adversely implicated by this event:

Vehicle Controls- YMC Chapter 10.73

Sound Amplifying Devices- YMC Chapter 9.28

Temporary Signs- YMC Section 13.16.020.D

Alcohol in Recreation Areas - YMC 9.50.050

This event will not include the installation of any structures or camping; and,

WHEREAS, Scott Valley Bank has demonstrated to the City its eligibility under YMC 5.04.160, and that the event will not disrupt traffic within the city beyond practical solution; will not interfere with access to fire stations and fire hydrants; the location of the special event will not cause undue hardship to adjacent businesses or residents; the event will not require the diversion of so many public employees that allowing the event would unreasonably deny service to the remainder of the city; and,

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

WHEREAS, the City Council has determined it would be in the best interests of the City to approve and authorize the action outlined in this Resolution; and

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

Section 1. The Council makes the following directions:

a) A permit is granted to event sponsor for use of Miner Street Park for the Concert Events to be held on June 24, July 8, 15 & 22, 2016.

b) A permit is granted to event sponsor for the consumption of alcoholic beverages by patrons of the event brought by the patrons to the event. There shall be no sales of alcoholic beverages.

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

d) The event sponsor shall pay for any additional services, not included in this resolution, required by the Public Works Department.

e) The event sponsor will comply with all other City of Yreka ordinances and resolutions.

f) The City of Yreka agrees to provide:

- Use of Miner Street Park for the events
- Police “walk-thru” at Miner St. Park as available
- Hauling, setup, and use at no charge of the Yreka Community Stage
- Access to power
- Hauling and use of Yreka Community Stage at no charge for the July 1 concert to be held at the Siskiyou Golden Fairgrounds.

Section 2. 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 3. The City Manager and or his designee is hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 4. The City Clerk of the City shall forward a copy of this Resolution to the event sponsor. This resolution shall take effect immediately upon its passage.

Passed and adopted this 21st day of April 2016, by the following vote:

AYES:

NAYS:

ABSENT:

John Mercier,
Mayor

Attest:

Elizabeth E. Casson, City Clerk



**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Adopt Resolution authorizing the County of Siskiyou to submit a Payment Program Regional Application on behalf of the County of Siskiyou as Lead Agency and the City of Yreka as one of the participating agencies.
Meeting date: April 21, 2016

Discussion:

The Department of Resources Recycling and Recovery (CalRecycle) has allocated \$10,500,000 to eligible cities and counties for beverage container recycling and litter cleanup activities in the form of the City/County Payment Program. Since 2007, the City has collaborated with the County of Siskiyou and received permission from CalRecycle to “pass-thru” the City’s annual allocation of \$5,000 to the County of Siskiyou Department of General Services to augment their existing Beverage Container Recycling Program and to assist with the Mandatory Commercial Recycling (MCR) Plan.

In February of this year, CalRecycle made several changes to the Beverage Container Recycling application process, one of which is to allow for the submittal of a Regional Application.

The Resolution submitted for consideration will authorize the County of Siskiyou to submit a Regional application on behalf of the County of Siskiyou as Lead Agency and the City of Yreka as one of the participating agencies, and authorize the City Manager to execute all necessary documents, until rescinded by the signature authority or the City Council.

Recommendation and Requested Action:

Adopt the Resolution authorizing Siskiyou County to submit a Regional Application on behalf of the County of Siskiyou as Lead Agency and the City of Yreka as one of the participating agencies.

Approved by: _____

Steven Baker, City Manager

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA AUTHORIZING THE COUNTY OF SISKIYOU TO SUBMIT A PAYMENT PROGRAM REGIONAL APPLICATION ON BEHALF OF THE COUNTY OF SISKIYOU AS LEAD AGENCY AND THE CITY OF YREKA AS ONE OF THE PARTICIPATING AGENCIES

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various Payment Programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of Payment Programs; and

WHEREAS, the Payment Program allows regional participation; and

WHEREAS, CalRecycle's procedures for administering Payment Programs require, among other things, a regional participant to formally authorize certain matters related to the application and administration of the Payment Program by its designated Lead Agency.

NOW, THEREFORE, BE IT RESOLVED that the City of Yreka designates the County of Siskiyou to act as the Lead Agency and authorizes it to submit a Payment Program Regional application on behalf of itself as Lead Agency and the City of Yreka as one of the participating agencies. The County of Siskiyou is hereby authorized and empowered to execute all documents necessary to secure funds and implement the approved project.

BE IT FURTHER RESOLVED that the City Manager, or his/her designee, is hereby authorized and empowered to execute on behalf of City of Yreka all necessary documents, including, but not limited to a letter authorizing the County of Siskiyou to submit to the Department of Resources Recycling and Recovery (CalRecycle) a Regional Application on behalf of the City of Yreka.

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the signature authority or this Governing Body.

Passed and adopted this 21st day of April 2016, by the following vote:

AYES:

NAYS:

ABSENT:

John Mercier, Mayor

Attest:

Elizabeth E. Casson, City Clerk



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Brian Bowles, Chief of Police
Agenda title: Adopt Resolution approving the destruction of certain City Records – Yreka Police Department.
Meeting date: April 21, 2016

Discussion:

The Police Department from time to time purges case's that have no investigative value and the law allows for their destruction.

Upon review, the Police Department has determined that the reports written from January 1, 2004 through December 31, 2004, numbered 04-001 through 04-2130 and the following reports written in 1998, 1999, 2001, and 2002 numbered: 98-1827, 99-0793, 01-1781, 02-1205, 02-1830, and 02-1895 have no investigative value, and are therefore ready for destruction.

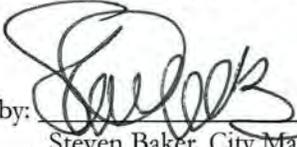
Reports numbered 04-0191, 04-0328, 04-0492, 04-0608, 04-0830, 04-0854, 04-0878, 04-0929, 04-1014, 04-1052, 04-1160, 04-1269, 04-1478, 04-1650, 04-1674, 04-1851, 04-1880, 04-1888, 04-2076, 04-2088, and 04-2118 are expressly excepted from this order and shall be retained as requested by the Chief of Police for evidentiary purposes.

Fiscal Impact:

Staff on duty will be assigned to shred cases. \$0 in overtime will be used to accomplish this task.

Recommendation and Requested Action:

That the City Council adopt the Resolution, approving the destruction of certain records.

Approved by: 
Steven Baker, City Manager

**RESOLUTION NO. 2016-
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA
APPROVING THE DESTRUCTION OF CERTAIN CITY RECORDS
YREKA POLICE DEPARTMENT**

WHEREAS, the Chief of Police has requested destruction of certain City documents and records, as hereinafter set forth; and

WHEREAS, the destruction of said records is consented to by the City Attorney and City Manager.

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

SECTION 1: The Yreka Police Department is hereby authorized to destroy the following records, which have been determined by the Chief of Police to have no investigative value: Reports written from January 1, 2004 through December 31, 2004, numbered 04-001 through 04-2130 and 98-1827, 99-0793, 01-1781, 02-1205, 02-1830, and 02-1895 have been reviewed and ready for destruction.

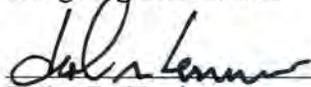
Reports numbered 04-0191, 04-0328, 04-0492, 04-0608, 04-0830, 04-0854, 04-0878, 04-0929, 04-1014, 04-1052, 04-1160, 04-1269, 04-1478, 04-1650, 04-1674, 04-1851, 04-1880, 04-1888, 04-2076, 04-2088, and 04-2118 are expressly excepted from this order and shall be retained as requested by the Chief of Police for evidentiary purposes.

SECTION 2: The City Council hereby determines that said records are no longer required and that the same have no historical value.

Passed and adopted this _____ day of _____ 2016 by the following vote:

AYES:
NOES:
ABSENT:

Consent is hereby given
to the form and content of the
foregoing Resolution



Dohn R. Henion,
City Attorney

John Mercier, Mayor

ATTEST:

Elizabeth E. Casson, City Clerk



**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

To: Yreka City Council
Prepared by: Brian Bowles, Chief of Police
Agenda title: Adopt Resolution approving the destruction of certain city records
– Yreka Police Department.
Meeting date: April 21, 2016

Discussion:

The Police Department from time to time purges case's that have no investigative value and the law allows for their destruction.

Upon review, the Police Department has determined that the reports written from January 1, 2005 through December 31, 2005, numbered 05-001 through 05-2140 and reports written in 2004, numbered 04-0056, and 04-0606 have no investigative value, and are therefore ready for destruction.

Reports numbered 05-0084, 05-0111, 05-0112, 05-0114, 05-0178, 05-0231, 05-0334, 05-0403, 05-0550, 05-0616, 05-0707, 05-0943, 05-0947, 05-1000, 05-1221, 05-1226, 05-1555, 05-1733, 05-1819 and 05-1975 are expressly excepted from this order and shall be retained as requested by the Chief of Police for evidentiary purposes.

Fiscal Impact:

Staff on duty will be assigned to shred cases. \$0 in overtime will be used to accomplish this task.

Recommendation and Requested Action:

That the City Council Adopt the Resolution approving the destruction of certain records.

Approved by: _____

A handwritten signature in black ink, appearing to read "Steven Baker".

Steven Baker, City Manager

**RESOLUTION NO. 2016-
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA
APPROVING THE DESTRUCTION OF CERTAIN CITY RECORDS
YREKA POLICE DEPARTMENT**

WHEREAS, the Chief of Police has requested destruction of certain City documents and records, as hereinafter set forth; and

WHEREAS, the destruction of said records is consented to by the City Attorney and City Manager.

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

SECTION 1: The Yreka Police Department is hereby authorized to destroy the following records, which have been determined by the Chief of Police to have no investigative value: Reports written from January 1, 2005 through December 31, 2005, numbered 05-001 through 05-2140 and reports written in 2004 numbered 04-0056 and 04-0606 have been reviewed and ready for destruction.

Reports numbered 05-0084, 05-0111, 05-0112, 05-0114, 05-0178, 05-0231, 05-0334, 05-0403, 05-0550, 05-0616, 05-0707, 05-0943, 05-0947, 05-1000, 05-1221, 05-1226, 05-1555, 05-1733, 05-1819 and 05-1975 are expressly excepted from this order and shall be retained as requested by the Chief of Police for evidentiary purposes.

SECTION 2: The City Council hereby determines that said records are no longer required and that the same have no historical value.

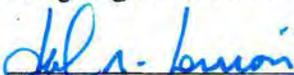
Passed and adopted this ___ day of _____ 2016 by the following vote:

AYES:

NOES:

ABSENT:

Consent is hereby given
to the form and content of the
foregoing Resolution



Dohn R. Henion,
City Attorney

John Mercier, Mayor

ATTEST:

Elizabeth E. Casson, City Clerk



**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

To: Yreka City Council
Prepared by: City Clerk
Agenda title: Adopt Resolution approving requests associated with the Special Event known as the Chris Lopez Classic to be held June 18, 2016.
Meeting date: April 21, 2016

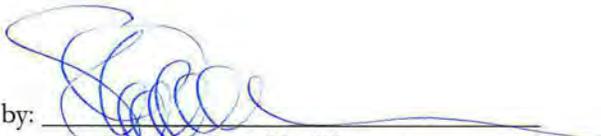
Discussion:

Stacey Willison, has submitted the attached request for the use of Upper Greenhorn Park and adjacent trails for the Chris Lopez Classic to be held June 18, 2016.

Fiscal Impact: Unknown. We do ask the event sponsor to clean the areas after the event, however, the Public Works crew typically has to provide additional cleanup after a large event such as this. The amount of time spent by public works on this additional cleanup varies.

Recommendation and Requested Action:

City staff has reviewed the request and recommends that the Council adopt Resolution approving the request for the event and setting terms and conditions for same.

Approved by: 
Steven Baker, City Manager

Chris Lopez Classic
Stacey Willison
PO Box 623
Yreka, CA 96097
541-290-2617

April 7, 2016

City Of Yreka
Yreka City Council
701 Fourth Street
Yreka, CA 96097

Honorable Mayor Mercier and Council Members,

I am writing to obtain permission to put on the fourth Chris Lopez Classic on June 18, 2016 at Upper Greenhorn Park. The race is in memory of Christopher Lopez, a former Yreka High School Varsity Cross Country runner who passed away following a race in 2009. The funds raised are donated to Yreka High School Cross Country team and fund several different scholarships that are awarded to applicants from Yreka High, Mt. Shasta High, and Etna High Schools.

We conservatively estimate between 150 and 200 attendants. We also request the use of the log cabin at Upper Greenhorn for registration purposes.

We sincerely hope for your approval and well wishes for this race.

Sincerely,

Stacey S. Willison
Race Coordinator and Chris's Mom

RESOLUTION NO. 2016-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA
APPROVING REQUESTS ASSOCIATED WITH SPECIAL EVENT KNOWN AS
THE CHRIS LOPEZ CLASSIC TO BE HELD AT
UPPER GREENHORN PARK ON JUNE 18, 2016**

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

WHEREAS, Stacey S. Willison, hereinafter referred to as “event sponsor” desires to sponsor the Chris Lopez Classic on June 18, 2016, at Upper Greenhorn Park, which is City property; and,

WHEREAS, event sponsor desires the use of Upper Greenhorn Park and adjacent trails for the event, and,

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

Vehicle controls- YMC Chapter 10.73
Sound Amplifying Devices-YMC Chapter 9.28
Temporary Signs-YMC Section 13.16.020(d)
Business License- YMC Section 5.04.

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

WHEREAS, this event will not include the installation of any structures; and,

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

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

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

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

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

Section 2. The Council hereby orders:

- a) Event sponsor is granted the use of Upper Greenhorn Park, Kiosk cabin at Upper Greenhorn Park and adjacent trail areas on June 18, 2016, subject to the terms and conditions as set forth hereafter. Event sponsor shall sign an Encroachment Agreement to that effect prior to any use.
 - b) The event sponsor shall clean up the event areas of Upper Greenhorn Park including trails used, kiosk, and parking lots after the event, and shall comply with such other and further direction as may be given by the Director of Public Works or his designee in connection with the event, or as provided in the Encroachment Agreement.
 - c) Permission is granted for food and beverage vendors if approved in writing by event sponsor to obtain daily business licenses to sell in a recreation area for this event. All vendors, including non-profit organizations, are required to obtain a City of Yreka Daily Business License for this specific event. Non-profit organization/service groups may be eligible for a "fee waiver". Event sponsor will be responsible and hold harmless the City for acts of the vendors.
- All Vendors must submit proof of non-profit status or copy of a letter from a non-profit organization acknowledging vendor's pledge to donate a percentage (1-100%) of the proceeds to the non-profit organization.
- d) The event sponsor shall provide the City with proof of general liability insurance of not less than \$1,000,000 and a certificate naming the City of Yreka as additional insured specific to the event dates and location shall be provided by the event sponsor in the amount set by the City's liability insurer.
 - e) All special requests such as connection to power source and or placement of vendors must be coordinated with and at the discretion of the Public Works Maintenance Manager, or his designee.
 - f) At the direction of the Public Works Maintenance Manager, event sponsor shall provide additional trash receptacles as may be needed for the event.
 - g) The event is subject to the terms and conditions of the Use and Encroachment Agreement regarding the event and the event sponsor shall comply with all other City of Yreka ordinances; and, the event sponsor shall comply with such further conditions and requirements as may be set by the City Manager, the Chief of Police, the Director of Public Works, the Public Works Maintenance Manager or his designee.
 - h) The event sponsor shall be charged for any services required by the Public Works Department in connection with this event. The Director of Public Works is directed prepare a Use and Encroachment Agreement to be signed by the Event Sponsor setting forth the terms of use in accordance with this Resolution.

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

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

Section 4. The City Manager, Director of Public Works, Chief of Police, 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 6. This resolution shall take effect immediately upon its passage.

Passed and adopted this 21st day of April, 2016, by the following vote:

AYES:

NAYS:

ABSENT:

John Mercier,
Mayor

Attest: _____
Elizabeth E. Casson, City Clerk



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Request action – Approve Agreement for Services between the City of Yreka and David Toms Backflow Testing and Certification and Authorize the City Manager to execute the necessary agreement for Annual Backflow Inspection Services.
Meeting date: April 21, 2016

Discussion:

On February 28, 2016 the City issued a request to solicit for proposals to perform the City's annual backflow testing. The City ran the proposal in the local newspaper and posted the proposal on the City's website. In addition, staff directly mailed the proposal to all plumbing contractors and state certified backflow testers holding a business license in Yreka City. Proposals were accepted until 4:00 pm on March 24, 2016.

The City received four proposals from the following state certified backflow testers - B.E. Gibbons-Consultants (Alturas), David Toms Backflow Testing and Certification (Weed), Northwood Backflow Services (Redding), & Richard's Dependable Backflow & Plumbing (Sacramento).

City staff has reviewed and evaluated the above proposals submitted based on how well each proposal addressed all elements requested in the RFP. David Toms Backflow Testing and Certification was chosen as the best proposal submitted.

Background:

The City is required to perform annual backflow device testing, in accordance with Section 602 and 603 of the Uniform Plumbing and Title 17 of the State of California Public Health Administration Code. The City of Yreka is responsible to protect public health and safety by the control and prevention of potential cross connections to the city water supply system by requiring the following:

- The premise owner shall install and maintain a backflow prevention device on all service lines leading where cross connections exist or potentially exist.
- Annual testing of the device by a state certified tester.

Cross Connection Definition: *A cross-connection is any connection or arrangement, physical or otherwise, between a potable water supply system and any plumbing fixture or any tank, receptacle, equipment or device, through which it may be possible for not-potable, used, unclean, polluted and contaminated water, or other substances, to enter into any part of such potable water system under any condition.*

Previously it had been difficult for the individual property owner to arrange for the required annual backflow device testing in a timely manner. Also, the inspections tended to cost more when they were ordered individually. Approximately 4% of the 190 backflow devices that were tested in 2015 failed. These failed backflow devices required to be replaced and a second test to be performed to meet state requirements. Therefore, as a cost saving measure for the property owner and an efficiency measure for the city to guarantee all backflow devices are tested and pass annual required testing.

Fiscal Impact:

The fiscal impact is expected to be cost neutral and all backflow device inspection services are recovered on the backflow customer's utility bill that includes a five dollar City administrative fee.

Staff Recommendation:

Approve Agreement for Services Between the City of Yreka and David Toms Backflow Testing and Authorize the City Manager to execute the necessary agreements for Backflow Inspection Services.

The proposed contract guarantees the following customer cost per device:

- Forty (\$40.00) for devices smaller than 2 inches in diameter
- Sixty (\$60.00) for devices 2 inches in diameter & less than 4 inches in diameter
Labor - \$75.00 per hour
- Eighty (\$80.00) for devices 4 inches and above
Labor - \$75.00 per hour

Backflow inspection fees are included on the customer's June utility billing statement.

Approved by: _____



Steven Baker, City Manager

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF YREKA AND DAVID TOMS BACKFLOW
TESTING AND CERTIFICATION**

THIS AGREEMENT is made and entered into this 22nd day of April, 2016, by and between the City of Yreka, a municipal corporation, hereinafter referred to as "City," and David Toms Backflow Testing and Certification" hereinafter referred as "Certified Backflow Assembly Tester", with respect to the following facts:

RECITALS:

WHEREAS, City requires the services of a Certified Backflow Assembly Tester that is licensed and experienced in providing backflow prevention device inspection services on backflow preventers; and

WHEREAS, Certified Backflow Assembly Tester has the necessary experience in providing the services; and

WHEREAS, Certified Backflow Assembly Tester is expected to achieve the desired results in a timely fashion; and

WHEREAS, the Certified Backflow Assembly Tester is in the business of providing backflow prevention device inspection services on backflow prevention devices and the Certified Backflow Assembly Tester's rate schedule on the project is acceptable to the City.

NOW, THEREFORE, CITY and CERTIFIED BACKFLOW ASSEMBLY TESTER agree as follows:

1. City retains Certified Backflow Assembly Tester to perform, and Certified Backflow Assembly Tester agrees to render backflow testing services (hereinafter "the services") identified in Exhibit "A," in accordance with the terms and conditions set forth herein.
2. The term of this Agreement shall become effective on the date first written above, and shall remain in effect with a one year term renewable annually for five years, unless canceled.
3. City shall pay Certified Backflow Assembly Tester for services based on Exhibit "B" Certified Backflow Assembly Tester Standard Rate Schedule and approved by the City. City will pay the Certified Backflow Assembly Tester with warrants drawn in the normal course of business.
4. Service of any notices, bill, invoice or other documents required or permitted under this agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

 City
City of Yreka
701 Fourth Street
Yreka, CA 96097

 Certified Backflow Assembly Tester
David Toms
Backflow Testing and Certification
15836 Archer Road
Weed, CA 96094

5. Certified Backflow Assembly Tester shall not subcontract parts or the whole of this agreement without the City's prior written consent.
6. Certified Backflow Assembly Tester is an independent Certified Backflow Assembly Tester and shall not, for any purpose, be deemed to be an employee, agent, or other representative of the City.
7. City shall have no liability for the payment of any salaries, wages, fees, equipment, materials, or services provided to the Certified Backflow Assembly Tester by any person or firm.
8. Certified Backflow Assembly Tester agrees to comply with all applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract.
9. Certified Backflow Assembly Tester understands that its performance of the services constitutes doing business in the City of Yreka, and it shall therefore register for and pay a business license tax pursuant to Chapter 5.04 of the Yreka Municipal Code.
10. Except as to the sole active negligence, or willful misconduct of City, Certified Backflow Assembly Tester shall defend, indemnify and hold harmless the City, its officers and employees, from any and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees, which arises out of or is in any way connected with the performance of work under this Agreement and from all claims by Certified Backflow Assembly Tester's employees, agents and sub Certified Backflow Assembly Testers compensated for services rendered to Certified Backflow Assembly Tester in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Certified Backflow Assembly Tester or Certified Backflow Assembly Tester's employees, agents or sub Certified Backflow Assembly Testers. This section shall survive termination or expiration of this Agreement.
11. Certified Backflow Assembly Tester shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all claims, demands, liability, costs, and expenses of whatever nature, including court costs and attorney's fees arising out of injury to or death of any person or persons or loss of or physical damage to any property resulting in any manner from the acts or negligence of Certified Backflow Assembly Tester, its Sub Certified Backflow Assembly Testers, agents, employees, licensees, or guests in the making or performance of this Agreement.
12. Certified Backflow Assembly Tester shall procure and maintain for the duration of the contract insurance in accordance with Exhibit C against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Certified Backflow Assembly Tester, his Sub Certified Backflow Assembly Testers, agents, or representatives for the ongoing operations and the completed operations for the full period allowed by law. The cost of such insurance shall be included in the Certified Backflow Assembly Tester's price and Certified Backflow Assembly Tester shall not provide any non-standard forms as evidence of insurance coverage.
13. This Contract and its Exhibits, if any, constitute the entire agreement between the parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Contract are of no force and effect. Any amendment or modification of this Contract shall be of no force and effect unless it is in writing and signed by the parties. This Contract shall be governed and construed according to the laws of the State of California and the venue for any enforcement shall be Siskiyou County, California.

14. By executing this Agreement, Certified Backflow Assembly Tester certifies that Certified Backflow Assembly Tester is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the work. Certified Backflow Assembly Tester shall carry insurance or provide for self-insurance required by California law to protect said Certified Backflow Assembly Tester from claims under the Workers Compensation Act.

By execution of this Agreement, Certified Backflow Assembly Tester certifies that Certified Backflow Assembly Tester has no employees, and acknowledging that if Certified Backflow Assembly Tester does employ any person, the necessary certificate of insurance will immediately be filed with City.

CITY OF YREKA, a
municipal corporation

CERTIFIED BACKFLOW ASSEMBLY TESTER
[Firm]

By: _____
Steve Baker, City Manager

By: _____
[Name]
Owner

Attest: _____
Liz Casson, City Clerk

By: _____
[Name]
Owner

Date: _____

EXHIBIT "A"
Sample Scope of and Terms for Services

- Certified Backflow Assembly Tester shall perform backflow device inspection services on backflow prevention devices.
- Certified Backflow Assembly Tester shall lift and replace backflow device box lids security and safety when device is in a box.
- If initial test fails, Certified Backflow Assembly Tester shall provide basic onsite cleaning of internal components of assemblies and retest. By the next business day, Certified Backflow Assembly Tester shall provide written notification to City, via email or in hard copy form, of assemblies that do not pass tests following onsite cleaning and retest. Such written notification will include the nature of the observed conditions that may contribute to the inability of the backflow prevention device to pass the test.
- Certified Backflow Assembly Tester shall complete and provide the City a test report for each backflow assembly that is inspected.
- City agrees that Certified Backflow Assembly Tester will be afforded adequate time to complete requested tasks. Certified Backflow Assembly Tester agrees to make reasonable effort to complete accepted projects in a timely and workman like manner.
- City will assist by providing access to information and data that are in the records and required in connection with these backflow prevention device inspection services on backflow prevention devices including, but not limited to: maps, reports, standards, policies, procedures, rights of way, restrictions and easements.
- City will, upon request, provide access to, and make all provisions necessary to enter upon public or private lands as required for Certified Backflow Assembly Tester to perform such work and inspections as are required in the course of the project.
- Certified Backflow Assembly Tester shall complete and provide the City with inspection reports for each backflow assembly that is inspected.
- Certified Backflow Assembly Tester shall identify to the City any backflow assemblies that fail testing.

EXHIBIT “B”
Certified Backflow Assembly Tester Standard Rate Schedule

David Toms Backflow Testing & Certification
Certification #0000175

FEESCHEDULE

Backflow Valve up to 1 ¼ inches in Diameter and Smaller:

Testing: \$35.00 Per Device Per Year

Labor: Included with testing fee

Backflow Valve Devices 2 inches to 3 ¾ inches in Diameter:

Testing: \$55.00 Per Device Per Year

Labor: See Below

Backflow Valve Devices 4 inches and Larger in Diameter:

Testing: \$75.00 Per Device Per Year

Labor: See Below

Labor: \$75.00 per hour, which include basic onsite
cleaning of internal components of assemblies and retest.

EXHIBIT "C"

City of Yreka Insurance Requirements

Certified Backflow Assembly Tester shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Certified Backflow Assembly Tester, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence **Form CG 0001**).
2. Insurance Services Office **Form Number CA 0001** covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Coverage shall maintain limits no less than:

1	General Liability: <i>(including operations, products, and completed operations, as applicable)</i>	\$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately or the general aggregate limit shall be twice the required occurrence limit.
2	Automobile Liability	\$1,000,000 per occurrence for bodily injury, personal injury, and property damage.
3	Employer's Liability	\$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

1. *The Entity, its officers, officials, employees, and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Certified Backflow Assembly Tester or automobiles owned, leased, borrowed, or hired by the Certified Backflow Assembly Tester.*
2. *For any claims related to this project, the Certified Backflow Assembly Tester's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, and volunteers shall be excess of the Certified Backflow Assembly Tester's insurance and shall not contribute with it.*
3. *Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Entity.*
4. *Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.*

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-VII, unless otherwise acceptable to the City's Risk Manager.

Verification of Coverage

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



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Rhetta Hogan, Finance Director
Agenda title: Discussion/Possible Action – That the Yreka City Council authorize the City Manager to exercise the optional contract extension with Aiello Goodrich and Teuscher in the agreement dated August 13, 2013 for audit services.
Meeting date: April 21, 2016

Discussion/Possible Action:

The Investment and Audit committee met on March 7, 2016, to discuss continuation of the audit services agreement with Aiello Goodrich and Teuscher pursuant to the terms for the optional 2-year contract extension. The committee members Debbie Baird, David Simmen, Rhetta Hogan and Steve Baker recommended continuing audit services agreement.

The proposed fees from Aiello Goodrich and Teuscher for June 30, 2016, and June 30, 2017, are \$22,500 and \$23,000 respectively. Audit services for 2015 were \$22,000.

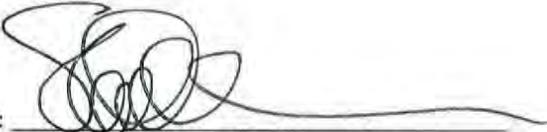
There is no change in the single audit fee which is \$2,000 for up to two programs, and \$800 per additional program. The single audit fee covers specialized auditing for federal grants in excess of \$500,000.

Recommendation:

That the Yreka City Council authorize the City Manager to exercise the the optional contract extension with Aiello Goodrich and Teuscher pursuant to the agreement dated August 13, 2013 for audit services.

Attachments:

Approved by: _____


Steven Baker, City Manager

Rhetta Hogan

m: Rhetta Hogan
it: Wednesday, January 13, 2016 9:30 AM
To: 'Logan Castle'
Subject: RE: Audit engagement

Logan, I can integrate these into attachment "C" – I believe the hourly was quoted for out of the scope of the audit regular work. I will update that schedule and put together the staff report for adoption and copy you on that report. It may not be until the 2nd meeting of January as I am not the next Council meeting and Steve is out the meeting held February 4th. However, since this is routine and should be consent, we may put it on the 4th anyway.

Rhetta

From: Logan Castle [mailto:logan@agtcpa.com]
Sent: Tuesday, January 12, 2016 1:55 PM
To: Rhetta Hogan <rhetta@ci.yreka.ca.us>
Subject: RE: Audit engagement

Hi Rhetta,

Do you need a particular format?

Our proposed fees would be:

Year ending June 30, 2016: \$22,500
Year ending June 30, 2017: \$23,000
Single audit fee: \$2,000 for up to 2 programs, \$800 per additional program
Out of pocket: none (included in fee)
STIP or other grant specific audit: to be quoted upon request

Hourly rates: better to not include anything about them as we don't bill based on them anyway

Steve said he can provide insurance info after its approved, but that nothing has changed.



Logan Castle, CPA
Director
Aiello, Goodrich & Teuscher
An Accountancy Corporation
P.O. Box 158
Mount Shasta, CA 96067
Phone (530) 926-3881 ext 16
Fax (530) 926-6296
www.agtcpa.com

FIRM FOUNDATION

MEMBER CPA

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From: Rhetta Hogan [<mailto:rhetta@ci.vreka.ca.us>]
Sent: Monday, January 11, 2016 11:49 AM
To: Logan Castle <logan@agtcpa.com>
Subject: RE: Audit engagement

Steve Baker is open to the renewal terms.

Would AGT respond with rates and terms for an additional 2-year period? (Page 15 of 17 in the PDF file) and updated insurance?

Steve Baker will probably want to take this to City Council if not as an action item, at least an advisory item. I have scanned in the agreement and documents from August 2013.

From: Logan Castle [<mailto:logan@agtcpa.com>]
Sent: Monday, January 11, 2016 7:58 AM
To: Rhetta Hogan <rhetta@ci.vreka.ca.us>
Cc: Steve Drageset <steve@agtcpa.com>
Subject: Audit engagement

Hi Rhetta,

Since 2015 was the final year of our engagement letter, we'd like to send a new one. Will the City do a formal RFP or should we just send an 2-year extension letter for consideration?



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FIRM FOUNDATION

MEMBER CPA



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Rhetta Hogan, Finance Director 
Agenda title: Authorize the City Manager to contract with Aiello Goodrich and Teuscher for Financial Audit Services.
Meeting date: July 18, 2013

Discussion:

Creditors require that the City of Yreka obtain independent financial audit services. The City periodically issues an RFP to solicit proposals from available firms for these services. The City typically engages an audit firm for a period of three years, with the possibility of two 1-year extensions. The last time an auditor was selected for the City pursuant to a competitive review was in 2008.

The City received three well-qualified proposals this year. Proposals were received from firms located in Mt. Shasta, Redding, and Oakland. Any of the three firms who provided a proposal would be able to perform the requested independent audit services. Aiello Goodrich and Teuscher in Mt. Shasta, has been the City's auditors for the past five years and has established a good working knowledge of the City's management procedures and financial records.

Staff has reviewed the proposals with the Audit Committee and the Committee decided to select Aiello Goodrich and Teuscher.

Fiscal Impact:

The FY 13/14 budget includes expenditures of \$25,000 for the City to obtain audit services.

Recommendation and Requested Action:

That the Council authorizes the City Manager to enter an agreement with Aiello Goodrich and Teuscher and to execute related documents for financial audit services.

Approved by 

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AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

Aiello, Goodrich & Teuscher
Services to be provided for Annual Municipal Audit

THIS AGREEMENT is made and entered into this 13th day of August, 2013, by and between the City of Yreka, a municipal corporation, hereinafter referred to as "City," and Aiello, Goodrich & Teuscher (AGT), hereinafter referred as "Consultant", with respect to the following facts:

RECITALS

WHEREAS, City requires the services of a consultant that is licensed and experienced in providing municipal auditing services; and

WHEREAS, Consultant has the necessary experience in providing professional consulting services and advice on various issues; and

WHEREAS, selection of Consultant is expected to achieve the desired results in a timely fashion; and

WHEREAS, Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, City and Consultant agree as follows:

1. Retention of Consultant. City retains Consultant to perform, and Consultant agrees to render, those services (hereinafter "the services") defined in their proposal attached hereto as Exhibit "A", and incorporated herein by this reference in accordance with the terms and conditions further set forth herein.
2. Standard of Performance. While performing the services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.
3. Term. The term of this Agreement shall become effective on the date first written above, and shall remain in effect until December 30, 2016, or unless extended in writing by mutual agreement of both parties.
4. Personnel. Consultant shall furnish all personnel necessary to perform the services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the services. The key personnel to perform portions of the services shall be assigned at the beginning of the project and shall remain assigned through completion of the services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.
5. Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, without prior written approval of City. Subcontracts, if any, shall contain a provision

making them subject to all provisions stipulated in this Agreement.

6. Contract Administration. A designee of the City will be appointed in writing by the City's Director of Public Works to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. Compensation – Payment. In consideration for the performance of the services, City shall pay Consultant on a time and materials basis not-to-exceed \$20,000 or as may be specified in Consultant's proposal and approved by the City, in accordance with the rates set forth and attached as Exhibit "B". Consultant may revise the hourly rates, not more than once annually, by providing notice of the increase to the City. Invoices may be rendered monthly and shall be payable in the normal course of City business.

Compensation shall be based on the Consultant's current standard charges for professional services, Consultant's initial estimate of work, and signed authorization to proceed from the City. Any increase or decrease in the scope of work beyond the amount shown in the authorization to proceed must be approved in writing by each party. Consultant shall not be entitled to any additional compensation if work is performed prior to a signed written authorization from the City.

8. Work Assignments. Upon presentation of a request for an estimate to perform additional work, Consultant shall provide a proposal that includes a good faith estimate of the scope, charges, and schedule for the assignment. Work shall be undertaken only as specifically authorized in writing by the City. City shall be afforded the opportunity to revise project budget, scope, or make other changes City desires before charges for work have exceeded the original cost estimate and authorization. Consultant retains the right to reject specific assignments and rejection of an assignment does not terminate this Agreement.

9. Prevailing Wage. If applicable, Consultant and all subconsultants are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection in the office of the City Clerk and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

10. Independent Contractor. Consultant shall at all times during its performance of the services retain its status as independent contractor. Consultant's employees and agents shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Consultant.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendations, or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel.
- c. does not make or participate in the making of any governmental decisions regarding approval of a rate, rule, or regulation, the adoption or enforcement of laws;
- d. does not make or participate in the issuance, denial, suspension or revocation of permits, licenses, applications, certificates, approvals, orders, or similar authorization or entitlement;
- e. does not make or participate in authorizing the City to enter into, modify, or renew a contract;
- f. does not make or participate in granting City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
- g. does not make or participate in granting City approval to a plan, design, report, study, or similar item;
- h. does not make or participate in adopting, or granting City approval of, policies, standards, or guidelines for the City or for any subdivision thereof.
- i. does not serve in a staff capacity with the City and in that capacity participate in making a governmental decision or otherwise perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code under Government Code Section 87302.

In the event the City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file the subject Form 700 with the City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk.

11. **Indemnification.** N/A. Requiring indemnification in this Agreement nullifies the independent status of Contractor.

12. **Insurance.** The following provisions already occur in Exhibit C.

(a) **Requirement.** Consultant shall procure and maintain during the period of performance of this contract and for 24 months following completion, insurance from insurance companies authorized to do business in the State of California, as set forth in this section and Exhibit "C", attached hereto and incorporated hereat by this reference. These policies shall be primary insurance as to the City so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance.

13. **Business Tax.** Consultant understands that its performance of the services constitutes doing business in the City of Yreka, and it shall therefore register for and pay a business license tax pursuant to Chapter 5.04 of the Yreka Municipal Code.

14. Records Retention. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement and all such records shall be clearly identifiable. Consultant shall allow a representative of City or its project funding agencies, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of ten (10) years from the date of final payment under this Agreement.

15. Time of Essence. Time is of the essence for each and every provision of this Agreement.

16. City's Right to Employ Other Consultants. City reserves the right to employ other consultants in connection with the project.

17. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, description, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by the Contract Administrator. Nothing furnished to Consultant that is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the project, or any publicity pertaining to the services or the project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

18. Conflict of Interest. Consultant warrants that by execution of this Agreement, that they have no interest, present or contemplated, in the projects affected by the above-described project.

19. Solicitation. Consultant represents and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

20. General Compliance with Laws. Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of Consultant's services with all applicable laws, ordinances and regulations. Consultant shall abide by special funding conditions and audit requirements of the US Department of Agriculture Rural Development, California Community Development Block Grant Program, State Transportation Improvement Program or other funding agencies as may be required.

21. Amendments. This Agreement may be amended or supplemented only by written documents signed by both parties.

22. Termination. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

In the event of a substantial failure of performance by Consultant, City may terminate this Agreement upon a ten (10) day written notice to Consultant.

This Agreement may be terminated by City at any time upon written notice to Consultant if City decides to abandon or indefinitely postpone the project.

In the event of termination, City shall determine and pay to Consultant as full payment for all work performed and all expenses incurred hereunder the amount which bears the same ratio to the maximum fee otherwise payable under this Agreement as the ratio which the work actually rendered bears to the totality of the services which would have been rendered had the Agreement been fully performed. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivery to City.

23. Ownership of Documents. All reports, maps, drawings, and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City upon City's compensation of Consultant for its services as herein provided. Consultant shall not release to others information furnished by City without prior approval of the Contract Administrator. The Consultant may keep a copy of all workpapers for its sole and exclusive use.

24. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Siskiyou, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

25. Notices. Service of any notices, bill, invoice or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City
Rhetta Hogan
Finance Director
701 Fourth Street
Yreka, CA 96097

Consultant
Steven Drageset
Aiello, Goodrich & Teuscher
PO Box 158
Mt. Shasta, CA 96067

26. Successors and Assigns. It is mutually understood and agreed that this Agreement shall be binding upon City and Consultant and their respective successors and assigns. Neither this Agreement nor any part hereof nor any monies due or to become due hereunder may be assigned by Consultant without the prior written consent of the Contract Administrator.

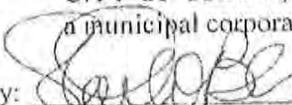
27. Nondiscrimination. During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, in the selection and retention of employees and subconsultants and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

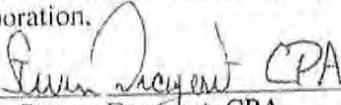
28. Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction in whole or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

29. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right, capacity and actual authority to bind Consultant to the terms and conditions hereof and thereof.

30. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

IN WITNESS WHEREOF City and Consultant have caused this Agreement to be duly executed on the day and year first above written.

CITY OF YREKA,
a municipal corporation
By: 
Steve Baker, City Manager

Aiello, Goodrich & Teuscher, CONSULTANT,
a corporation.
By:  CPA
Steven Drageset, CPA

Attest: 
Liz Casson, City Clerk

Exhibit A – Scope of Services
Exhibit B – Budget and Rate Schedule
Exhibit C – City of Yreka Insurance Requirements for Consultants

S:\Finance Documents\MASTER 10-2-09 Professional Consulting Agreement AGT draft 8-2013.doc

EXHIBIT A

Scope of and Terms for Services

(insert July 30, 2103 proposal letter here)

EXHIBIT "B"

Project Budget and Consultant Standard Rate Schedule

1. Estimated Fees (not including out-of-pocket costs) are:

- | | |
|---------------------------------------|---|
| a. Year Ending June 30, 2013 | \$20,000 |
| b. Year Ending June 30, 2014 | \$21,000 |
| c. Year Ending June 30, 2015 | \$22,000 |
| d. Single Audit fee | \$1,800 per year, up to 2 major programs
\$750 per year, each additional major program |
| e. Out of pocket costs for travel | mileage, at IRS standard rate |
| f. STIP or other grant specific audit | to be quoted upon request |

2. Hourly rates:

- | | |
|----------------------------|----------|
| a. Steve Drageset, Partner | \$240/hr |
| b. Logan Castle, Manager | \$156/hr |
| c. Tessa Montgomery, Staff | \$ 96/hr |

EXHIBIT "C"

City of Yreka Insurance Requirements For Consultants

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Coverage shall maintain limits no less than:

1	General Liability: (including operations, products, and completed operations, as applicable).	\$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately or the general aggregate limit shall be twice the required occurrence limit.
2	Automobile Liability	\$1,000,000 per occurrence for bodily injury, personal injury, and property damage.
3	Employer's Liability	\$1,000,000 per accident for bodily injury or disease.
4	Errors and Omissions Liability	\$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

1. The Entity, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultants, or automobiles owned, leased, borrowed, or hired by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-VII, unless otherwise acceptable to the City's Risk Manager.

Verification of Coverage

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

July 30, 2013

City of Yreka
701 Fourth Street
Yreka, CA 96097

We are pleased to confirm our understanding of the services we are to provide the City of Yreka for the years ended June 30, 2013, 2014, and 2015. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Yreka as of and for the years ended June 30, 2013, 2014, and 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Yreka's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Yreka's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Yreka's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We also affirm to you that the audit will be performed in accordance with the professional standards of the AICPA. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review by the start of our fieldwork.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.



Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management, those charged with governance, and USDA Rural Development, internal control related matters or illegal acts that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.



Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Yreka's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Yreka's major programs. The purpose of these procedures will be to express an opinion on the City of Yreka's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Aiello, Goodrich & Teuscher and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to certain regulators or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Aiello, Goodrich & Teuscher personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of ten years as required after the report release date or for any additional period requested by regulators. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Steven Drageset is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We estimate that our fees for these services will be \$20,000, \$21,000 and \$22,000, plus travel costs (if any), for the audits of your financial statements for the years ended June 30, 2013, 2014, and 2015, respectively. The above fees do not include the costs of performing Single Audit. Should it be determined that a Single Audit is required for the years ended June 30, 2013, 2014, and/or 2015, our fee will be increased by \$1,800 each year for up to two major programs, and \$750 for each additional major program. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit.

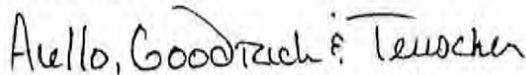
Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more



overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. We will submit our audit report to management and City Council at least 30 days prior to the USDA Rural Development due date, assuming that the City is prepared for us to begin fieldwork and drafts the financial statements for us in a timely manner.

We appreciate the opportunity to be of service to the City of Yreka and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Aiello, Goodrich & Teuscher
An Accountancy Corporation

RESPONSE:

This letter correctly sets forth the understanding of the City of Yreka.

Management
Signature: _____

Title: _____

Date: _____

Governance
signature: _____

Title: _____

Date: _____





CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Discussion/Possible Action: Approve Increasing the Support to Madrone Hospice to \$75,000 Per Year for Operation of the Senior Programs
Meeting date: April 21, 2016

Discussion: Madrone Hospice took over the operation of the Senior Center and related services from the City in 2010. At that time, the City contributed the use of the Community Center, allocated \$75,000 per year, and turned over the senior buses. Having Madrone handle senior services has worked out very well during this time period.

Over the past few years as the city has endured financial difficulties, Madrone lowered the level of city support requested at staff's request. The funding for 2015/16 was \$67,500.

The California Department of Aging allocates funds for senior programs on a four-year cycle. Madrone is currently looking at their budget for this next cycle and is requesting \$75,000 in support. The application is due prior to the beginning of the 2016-18 budget cycle and this is why this request is on the agenda at this time.

Staff is recommending that the Council increase the funding allocation for senior programs to \$75,000 per year. As noted in the request, even with this level of funding and the funding from the state, continuing to provide the same level of services will be an on-going challenge.

Beyond Madrone providing the services, there are some other challenges. One is that the buses are aging and will need to be replaced at some point. Madrone currently rotates the two smaller buses that are used most of the time to lengthen the life of the buses. Staff has been talking to the Local Transportation Commission for long term planning for replacing these buses. So far no funding has been identified (or the relevant funding source has no funds). In addition, the building and equipment are aging and will require increased capital replacement/repair costs (currently, we are doing roof repairs and evaluating tree vs. building/sidewalk conflicts). While the City started a replacement reserve with the some of the funds saved from the lower costs, these funds have already been expended.

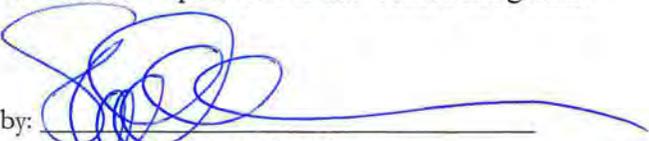
Fiscal Impact:

The proposed allocation to senior programs is \$75,000. There are additional costs related to the building and equipment that are the City's responsibility.

Recommendation:

Staff recommends that the Council Approve Increasing the Support to Madrone Hospice to \$75,000 Per Year for Operation of the Senior Programs.

Approved by: _____


Steven Baker, City Manager



Madrone Hospice, Inc.
Quality Compassionate Care

Madrone Hospice, Inc.

255 Collier Circle
Yreka, CA 96097
842-3160
www.madronehospice.org

March 30, 2016

TO: Yreka City Council

FROM: Terrie Berentsen
Executive Director
Madrone Hospice, Inc.

RE: Annual Report and Request for Funding
Madrone Senior Nutrition and Transportation Programs

As part of our use agreement for the Yreka Community Center and senior program funding on behalf of the City of Yreka, I am submitting our annual report for Madrone Senior Services.

This report includes all activities for the 2015/2016 fiscal year.

Madrone Senior Services continues to operate the nutrition and transportation programs five days a week with service expanded to include seniors living within three miles of the city limits, as well as, designated shopping days for Wal-Mart, Raley's, Rite Aid and Grocery Outlet.

This fiscal year we are providing 11,807 congregate meals served in the Yreka Center, as well as, 12,500 meals delivered to home bound seniors. We will provide 6,900 rides through the senior transportation program.

Since January 2010, we have provided home delivered meals and congregate meals to the Greenview Senior Center. Some of the cost of these additional meals is covered by fund raisers held by the Scott Valley Lions Club.



Madrone Hospice, Inc.

Quality. Compassionate Care

Being a community based non-profit agency, our administrative overhead is markedly lower than that of the City. Because of the number of programs, we operate, the cost of administrative overhead charged to senior programs is minimal. To help carry the financial burden of these programs, we also operate the county-wide Senior Information and Assistance phone line, the Family Caregiver Support program and Fall Prevention/Home Safety programs. Services provided through these programs include the Senior Resource Directory, a Caregiver list which requires background checks, portable handicap-accessible ramps, caregiver respite and counseling, and a new Wellness Program which began January 2013.

In 2009, The City of Yreka, agreed to provide the senior nutrition and transportation programs with the in-kind use of the Community Center, transferred title on buses along with a cash contribution of \$75,000 annually. In addition, we share utility costs for the Center.

Due to City budget cuts and the efficient operation of the programs, Madrone Hospice, Inc. reduced the request in 2010-11 and again in 2011-12 by 10% - \$67,500. In 2012/2013 a 5% reduction was also requested \$64,125.

We are currently discussing with the California Department of Aging to operate these programs for the City for another four-year cycle. State and Federal funding for 2015/2016 fiscal year totals were \$151,866 (thousands less than in previous years) to provided senior nutrition and transportation programs.

We understand constraints to the City budget and we continue to tighten our belt while we expand fundraising to provide quality services to our seniors. In previous years, there has been an agreed upon reduction of 5% to the City's funding for the Senior Nutrition and Transportation programs, this year we are requesting the original amount of \$75,000 due to the government sequester which has cut our state and federal funding by 21%. The City in 2015/2016 was unable to fulfill this request, however, they were able to grant us \$67,500.

In our next fiscal year (2016/2017), in order to continue to serve the seniors of our county for the City, Madrone Senior Services is requesting again the original amount of \$75, 000. Without this assistance there would have to be major changes, such as closing one to two days weekly in order to stay within budget. Closing the center would greatly affect many seniors who participate in the services provided by our program (as well as staff). As you are aware many seniors come to have the only hot meal (or meal) they may have for that day. Also, the busses are aging, they require more repairs, prices for food has increased exponentially, and the vehicle used to provide homebound meals was borrowed from Madrone Hospice services and is in need of being replaced.



Madrone Hospice, Inc.
Quality. Compassionate Care

In order to maintain the standard in which we have excelled for and to maintain Madrone's ability to operate this program for the City, again we are requesting a return to the City's cash contribution of \$75,000.

We would like to encourage the City to retain 50% of these previous reductions to be available for replacement of major pieces of equipment which make the center's kitchen viable. At this time, we are all vulnerable to the failure of any major equipment-freezers, ranges, dishwashers, etc.

Our board, staff and the community believe that our partnership has been extremely successful, and we appreciate the opportunity to ensure the continued services to seniors. It is clearly understood that without City funding, we would not be able to continue offering these services.

I look forward to the opportunity to discuss this program and answer any questions on the part of staff or the City Council.

Sincerely,

Terrie Berentsen MSW,
Executive Director
Madrone Hospice Inc.



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Discussion/Possible Action - Adopt Resolution approving requests associated with Yreka Chamber of Commerce Special Events to be held November 26, and December 2, 2016 known as the Holiday Parade & Festival and the Night of Lights.
Meeting date: April 21, 2016

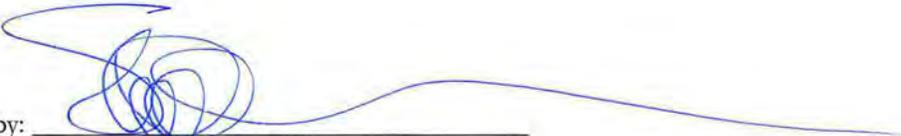
Discussion:

The Chamber of Commerce has submitted the attached request for street closure for their annual events known as the Holiday Parade & Festival and the Night of Lights.

Fiscal Impact: There will be labor costs incurred by the Public Works Department for extra trash removal and restroom maintenance due to the increased volume of users during the event. The fiscal impact is estimated to be less than \$500 per event. This amount does not include additional costs that may be incurred by the Yreka Police Department.

Recommendation and Requested Action:

That the Council adopt the Resolution as submitted.

Approved by: 
Steven Baker, City Manager



March 24, 2016

Steve Baker, City Manager
City of Yreka
701 Fourth St
Yreka, Ca 96097

RECEIVED
MAR 24 2016
CITY OF YREKA

Dear Steve,

The Yreka Chamber of Commerce respectfully requests the following street closures for **Yreka's 69th Annual Holiday Parade of Lights** to be held on Saturday, November 26, 2016; and the **Night of Lights** to be held on Friday December 3, 2016.

- **For the Holiday Parade & Festival:** the closure of Miner from Oregon to Main; Third at Miner; Fourth from Jackson to Miner; Broadway from Miner to Dillon; Center St. from S. Oregon to Main; Lane from S. Oregon to Main; Butte from S. Oregon to Main; South Street from S. Oregon to Main, and S. Oregon from Yreka to Miner, from 1 pm until the conclusion of the parade at approximately 8 pm. In addition, for the purpose of staging the parade, the Chamber requests the closure of Jackson from S. Oregon to S. Gold Street.
- **For the Night of Lights;** the closure of Miner from Oregon to Main, Fourth from Center to Miner; Third at Miner; Broadway from Miner to Butte; Center from Main to S. Broadway; Lane from Main to S. Broadway; and Butte from Main to S. Broadway; from 5 p.m. to the conclusion of the event at approximately 9 pm.

In addition to the road closures, the Chamber requests:

- Permissive Business License allowing vendors during the events
- Use of the City's 24 event barricades during the events

Thank you for your consideration, and we look forward to another wonderful season of collaboration between the City and the Chamber!

Victoria McDonald
Executive Director

RESOLUTION NO. 2016-16
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA
APPROVING REQUESTS ASSOCIATED WITH
YREKA CHAMBER OF COMMERCE SPECIAL EVENTS TO
BE HELD ON NOVEMBER 26, AND DECEMBER 2, 2016 KNOWN AS
THE HOLIDAY PARADE & FESTIVAL AND THE NIGHT OF LIGHTS.

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

WHEREAS, the Yreka Chamber of Commerce (hereafter also referred to as “event sponsor”) desires to sponsor the Holiday Parade & Festival on November 26, 2016 and the Night of Lights on December 2, 2016; and

WHEREAS due to the proposed plans submitted for these events, the event sponsor has demonstrated that the following provisions of the Yreka Municipal Code [YMC] are not adversely implicated by this event:

- Vehicle controls- YMC Chapter 10.73
- Business license-YMC Section 5.04.
- Sound Amplifying Devices-YMC Chapter 9.28
- Temporary Signs-YMC Section 13.16.020.D

WHEREAS, in conjunction with these events, the event sponsor requests the use of the portable stage, community event barricades, and the temporary closure of certain city streets; and,

WHEREAS, pursuant to Government Code Section 21101(e) the City Council has authority to designate by resolution a temporary closing of a through street where the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and,

WHEREAS, the City Council finds that the closing of the requested City Streets is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and,

WHEREAS, a permissive business license may be granted by the City Council for an event of this nature if the applicant demonstrates good moral character and, that issuance of the license will not be detrimental to the public peace, public health or public morals of the city, which tax is subject to an exemption if the applicant demonstrates that the activity is for charitable purposes or for exhibition on historical

subjects whenever the receipts from the activity are to be appropriated for any benevolent purpose within the limits of the city.

WHEREAS, the Yreka Chamber of Commerce has demonstrated to the City its eligibility under YMC 5.04.160, and that the event will not disrupt traffic within the city beyond practical solution; will not interfere with access to fire stations and fire hydrants; the location of the special event will not cause undue hardship to adjacent businesses or residents; the event will not require the diversion of so many public employees that allowing the event would unreasonably deny service to the remainder of the city; and

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

WHEREAS, the City Council has determined it would be in the best interests of the City to approve and authorize the action outlined in this Resolution; and

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

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

Section 2. The Council directs as follows:

a. Temporary Closure of City Streets subject to the terms and conditions as set forth hereafter:

- For the Holiday Parade & Festival November 26: the closure of Miner from Oregon to Main; Third at Miner; Fourth from Jackson to Miner; Broadway from Miner to Dillon; Center St. from S. Oregon to Main; Lane from S. Oregon to Main; Butte from S. Oregon to Main; South Street from S. Oregon to Main, and S. Oregon from Yreka to Miner, from 1 pm until the conclusion of the parade at approximately 8 pm. In addition, for the purpose of assembling the parade, the Chamber requests the closure of Jackson from S. Oregon to S. Gold Street for staging of the parade;
- For the Night of Lights December 2; the closure of Miner from Oregon to Main, Fourth from Center to Miner; Third at Miner; Broadway from Miner to Butte;

Center from Main to S. Broadway; Lane from Main to S. Broadway; and Butte from Main to S. Broadway; from 5 p.m. to the conclusion of the event at approximately 9 pm; and

- b. Permission is hereby granted for the use of community stage and (21) event barricades in conjunction with said event contingent upon the event sponsor providing all labor necessary for the set-up and take down of the Stage as well as the placement and removal of the barricades. Event Sponsor shall erect barricades too effectively and safely block traffic on the streets designated for closure. City will provide 21 barricades and the event sponsor will procure the balance. Delivery of the barricades and community stage shall be coordinated with the City of Yreka Event Coordinator.
- c. The Chamber is hereby issued a business license for this event and is exempt from the business license tax. This exemption from the tax shall not apply to vendors at the event unless each vendor can separately demonstrate eligibility for exemption. The Chamber of Commerce may add vendors to their event and the City will work with the Chamber of Commerce to facilitate issuance of the daily business licenses for the event. Event sponsor will be responsible and hold harmless the City for acts of the vendors.
- d. The event sponsor shall provide the City with proof of general liability insurance of not less than \$1,000,000 and a separate endorsement naming the City of Yreka as additionally insured specific to the event dates and location, at least 1 week prior to the event. Event sponsor will be responsible and hold harmless the City for acts of the volunteers and vendors.
- e. The event sponsor is responsible to furnish, place and remove all necessary barricades, furnish, place and remove street closure signs, furnish place and remove extra garbage cans and dispose of garbage, provide emergency access, cleanup all areas used including but not limited to the streets.
- f. The event sponsor shall comply with all other City of Yreka ordinances; and, the event sponsor shall comply with such further conditions and requirements as may be set by the City Manager or his designee.
- g. The event sponsor is responsible to personally contact each business that may be potentially affected by this street closure prior to the event.
- h. The event sponsor shall not place any paint on the street pavement, curb, gutter, and sidewalk. Any markings on the street pavement, curb, gutter, and sidewalk shall be of a temporary nature and shall be removed by the event sponsor within 7 days after the end of the event.

i. The event sponsor shall be charged for any services required by the Public Works Department in connection with this event. The Director of Public Works is directed prepare a Use and Encroachment Agreement to be signed by the Event Sponsor setting forth the terms of use in accordance with this Resolution.

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

Section 4. The City Manager, the Chief of Police, Director of Public Works, and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 5. The City Clerk of the City shall forward a copy of this Resolution to the event sponsor, Chief of Police and Department Public Works. This resolution shall take effect immediately upon its passage.

Passed and adopted this 21st day of April 2016, by the following vote:

AYES:

NAYS:

ABSENT:

John Mercier, Mayor

Attest: _____
Elizabeth E. Casson, City Clerk



**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Discussion/Possible Action - Adopt Resolution approving requests associated with Yreka Chamber of Commerce Special Event known as the Saturday Farmers Market.
Meeting date: April 21, 2016

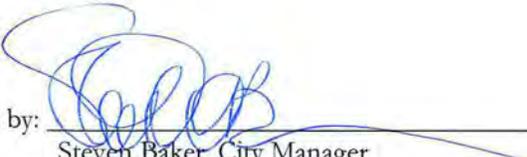
Discussion:

The Chamber of Commerce has submitted the attached request for street closure for their event known as the Saturday Farmers Market to be held each Saturday from June 4 through October 29, 2016 to be located in the Tri Counties Bank Parking lot and a portion of Broadway Street between W. Miner Street and Center Street.

Fiscal Impact: There will be labor costs incurred by the Public Works Department for extra trash removal and restroom maintenance due to the increased volume of users during the event. The fiscal impact is estimated to be less than \$200 per event.

Recommendation and Requested Action:

That the Council adopt the Resolution as submitted.

Approved by: 
Steven Baker, City Manager

Yreka Chamber of Commerce
310 S. Broadway Street
Yreka, CA 96097
530-842-1649
www.yrekachamber117@gmail.com

April 13, 2016

Steve Baker, City Manager
City of Yreka
701 Fourth Street
Yreka, CA 96097

Dear Steve,

The Yreka Chamber of Commerce respectfully requests road closures for the following event.

Saturday Farmers Market

Dates: June – October 2016 every Saturday

Locations as needed: Tri Counties Bank Parking Lot and Broadway from W. Miner to Center Street.

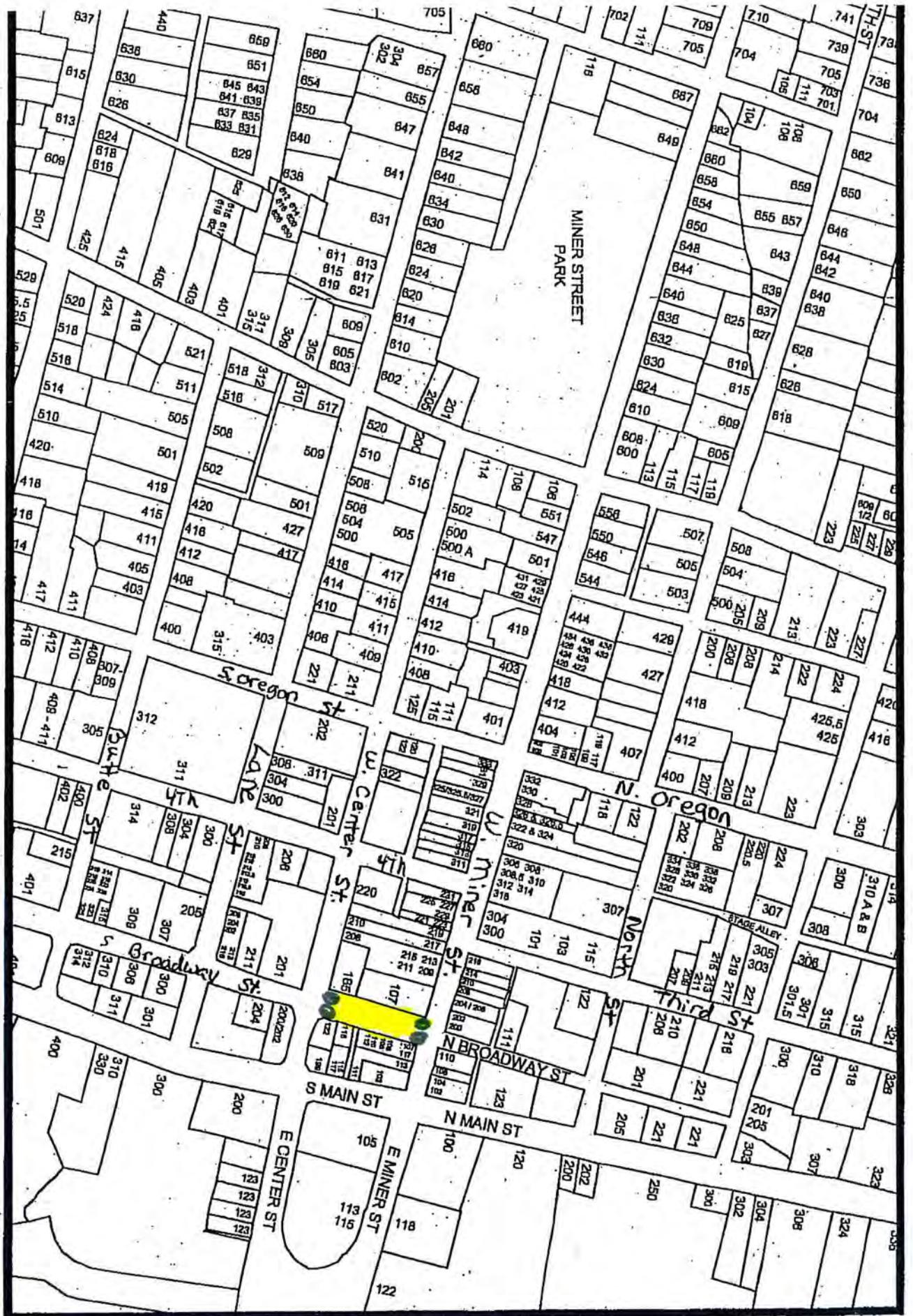
Street closed for the Saturday Farmer Market would be:
Broadway from W. Miner to Center Street.

No parking signs will be posted on Wednesday, prior to each Saturday market, so cars will be off the streets Saturday.

The barriers will be set up by 8:00 am on Saturday, and taken down by 2:30 pm that same day. Attached you will see a map that shows placement of the barriers for this specific event.

Thank you,

Yreka Chamber of Commerce



RESOLUTION NO. 2016-
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA
APPROVING REQUESTS ASSOCIATED WITH THE YREKA CHAMBER OF COMMERCE
SPECIAL EVENT TO BE HELD ON EACH SATURDAY FROM JUNE 4, 2016 THROUGH
OCTOBER 29, 2016 KNOWN AS THE SATURDAY FARMERS MARKET

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

WHEREAS, the Yreka Chamber of Commerce (hereafter also referred to as “event sponsor”) desires to sponsor an event known as the “Saturday Farmers Market”; and,

WHEREAS due to the proposed plan submitted for the event, the event sponsor has demonstrated that the following provisions of the Yreka Municipal Code [YMC] are not adversely implicated by this event:

Vehicle controls- YMC Chapter 10.73
Business license-YMC Section 5.04
Sound Amplifying Devices-YMC Chapter 9.28
Temporary Signs-YMC Section 13.16.020.D

WHEREAS, in connection with this event the event sponsor requests the closure of a portion of certain city streets; and

WHEREAS, pursuant to Government Code Section 21101(e) the City Council has authority to designate by resolution a temporary closing of a through street where the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and,

WHEREAS, the City Council finds that the closing of City streets is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and,

WHEREAS, a permissive business license may be granted by the City Council for an event of this nature if the applicant demonstrates good moral character and, that issuance of the license will not be detrimental to the public peace, public health or public morals of the city, which tax is subject to an exemption if the applicant demonstrates that the activity is for charitable purposes or for exhibition on historical subjects whenever the receipts from the activity are to be appropriated for any benevolent purpose within the limits of the city.

WHEREAS, the event sponsor has demonstrated to the City its eligibility under YMC 5.04.160, and that the event will not disrupt traffic within the City beyond practical solution; will not interfere with access to fire stations and fire hydrants; the location of the special event will not cause undue hardship to adjacent businesses or residents; the event will not require the diversion of so many public employees that allowing the event would unreasonably deny service to the remainder of the city; and,

Whereas, pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3) that this action is exempt from the requirements of the California Environmental Quality Act

(CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment; and

WHEREAS, the City Council has determined it would be in the best interests of the City to approve and authorize the action outlined in this Resolution; and

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

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

Section 2. The Council directs as follows:

a. On each Saturday beginning June 4 through October 29, 2016 a portion of Broadway Street from W. Miner to Center Street is hereby ordered closed to through traffic between the hours of 8 am and 2:30 p.m., in accordance with the application submitted. Event sponsor shall sign an Encroachment Agreement to that effect prior to use.

b. Permission is hereby granted for the use of the City's community event barricades in conjunction with said event contingent upon the event sponsor providing all labor necessary for the placement and removal of the barricades. Event Sponsor shall erect barricades to effectively and safely block traffic on the streets designated for closure, as directed by the Chief of Police.

c. The event sponsor is hereby issued a Business License for this event and is exempt from the business license tax. *Pursuant to Yreka Municipal Code 5.04.160 (2), an exemption from the business license tax is also granted to farmers who sell exclusively their own produce.* This exemption from the tax shall not apply to other vendors at the event unless each vendor can separately demonstrate eligibility for exemption. The event sponsor may add vendors to their event and the City will work with the event sponsor to facilitate issuance of the daily business licenses for the event. The event sponsor is hereby issued a Temporary Use Permit for the Tri Counties Parking Lot, subject to the approval of the respective property owners.

d. The event sponsor shall provide the City with proof of general liability insurance of not less than \$1,000,000 and a certificate naming the City of Yreka as additional insured specific to the event date and location. Event sponsor will be responsible and hold harmless the City for acts of the volunteers and vendors.

e. The event sponsor is responsible to furnish, place and remove all necessary barricades, furnish, place and remove street closure signs, furnish place and remove extra garbage cans and dispose of garbage, provide emergency access, cleanup all areas used including but not limited to the street.

f. The event sponsor shall comply with all other City of Yreka ordinances; and, the event sponsor shall comply with such further conditions and requirements as may be set by the Chief of Police and/or the Director of Public Works.

g. The event sponsor shall pay for any services required by the Public Works Department.

h. The event sponsor is responsible to personally contact each business that may be potentially affected by this street closure prior to the event.

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

Section 4. City Manager is authorized to approve an amended permit application to close city streets for alternate locations and/or dates, provided that the applicant meets special event conditions as depicted herein.

Section 5. The City Manager, the Chief of Police, Public Works Maintenance Manager, 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 affect the purposes of this Resolution and the transactions herein authorized.

Section 6. The City Clerk of the City shall forward a copy of this Resolution to the event sponsor. This resolution shall take effect immediately upon its passage.

Passed and adopted this 21st day of April 2016, by the following vote:

AYES:
NAYS:
ABSENT:

John Mercier,
Mayor

Attest: _____
Elizabeth E. Casson, City Clerk



**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

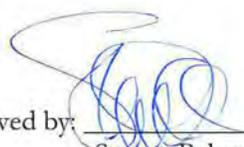
To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Discussion/Possible Action - Adopt Resolution approving requests associated with Yreka Chamber of Commerce Special Event known as the Yreka Community Certified Farmers Market.
Meeting date: April 21, 2016

Discussion:

The Chamber of Commerce has submitted the attached request for their event known as the Yreka Community Certified Farmers Market to be held each Wednesday from June 1 through October 12, 2016 to be located in the Tractor Supply Parking lot, with additional parking as needed in the parking lot located at 1501 S. Main Street, and adjacent unimproved lot.

Recommendation and Requested Action:

That the Council adopt the Resolution as submitted.

Approved by: 
Steven Baker, City Manager



April 7th, 2016

Steve Baker, City Manager
City of Yreka
701 Fourth Street
Yreka, CA 96097

Dear Steve,

The Yreka Chamber of Commerce respectfully requests permission to hold the following event:

Yreka Community Certified Farmers Market

Dates: Every Wednesday between June 1st, 2016 and October 12th, 2016

Time: 10am – 2pm

Location: Tractor Supply Parking Lot
1455 South Main St, Yreka CA 96097

Parking: Empty lot adjoining Tractor Supply, owned by Michelle Hill

No. of Vendors: approximately 15

Attached supporting documents:

- Letter of permission from Tractor Supply
- Letter of permission for overflow parking from Michelle Hill and/or Pizza Hut
- Site Map
- Tax Exempt status documentation
- Insurance certificate naming the chamber as additionally insured

Thank you for your consideration.

Sincerely,

Yreka Chamber of Commerce
310 S Broadway, Yreka CA 96097
530.842.1649

To the city of Yreka,

On behalf of Tractor Supply Yreka we would like to invite The Yreka Certified Community Farmers Market to use our facility. This event would be every Wednesday from 10am to 2pm starting June 2016 to October 2016. Additional parking has been offered by neighboring property owner Michelle Hill to accommodate the additional traffic. We are big supporters of the local farming community and look forward to having this event at our location. We hope to build new relationships and increase foot traffic in our store.

Trevor Adey
Store Manager
Tractor Supply
1455 S. Main st
Yreka CA, 96097
530-842-5465

A handwritten signature in blue ink, appearing to read 'T. Adey', with a long horizontal line extending to the right.

Summary - Land / Building

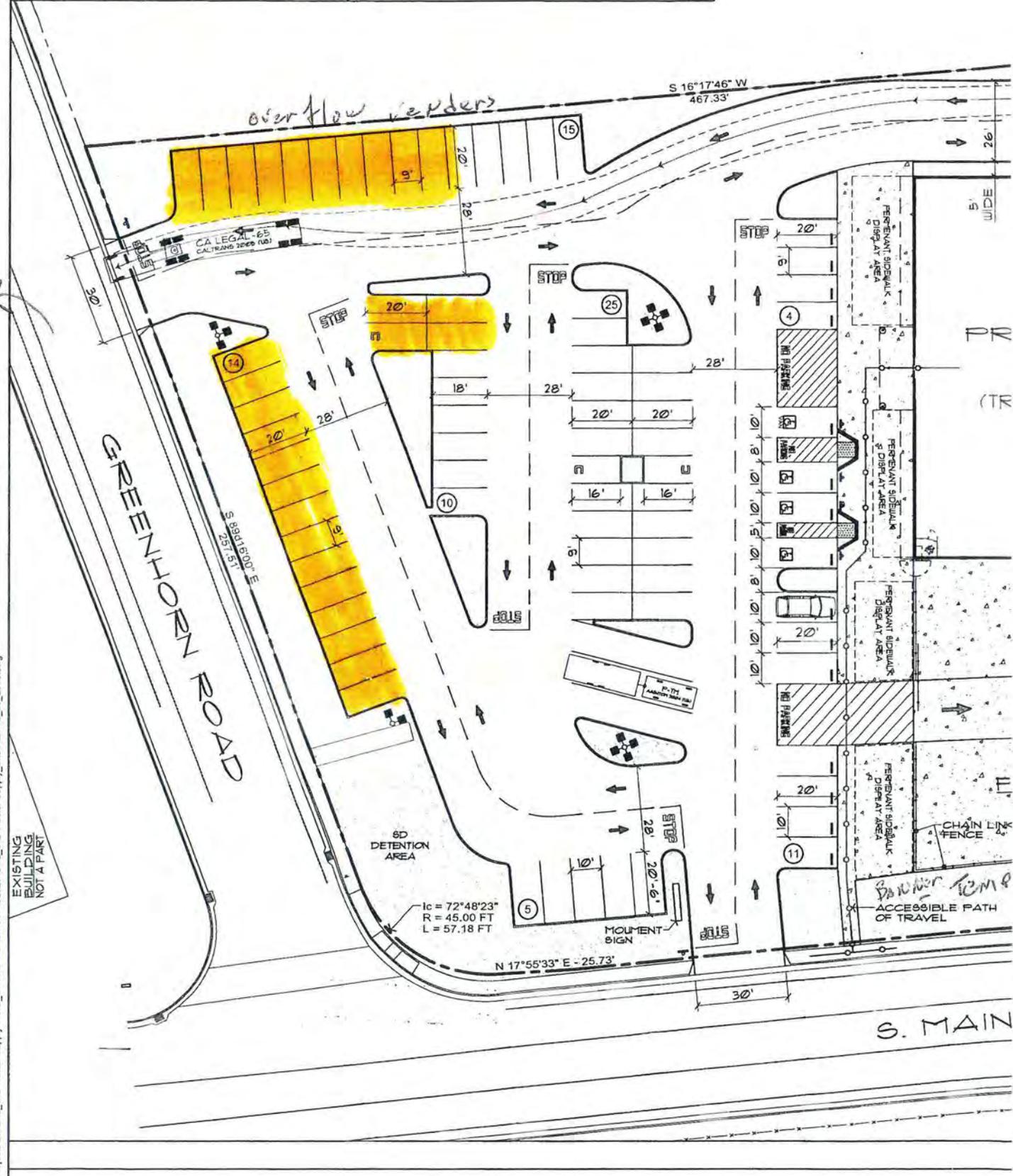
(OVERALL) LAND: 3.00 AC +/- 130,815 SQFT.
 BLDG AREA: TOTAL 19,028 SQFT.
 NET BLDG AREA: TOTAL 16,014 SQFT.
 MINUS STOCK & RESTROOMS:
 LAND / BLDG: 5.87 / 1
 BLDG %: 14.5%

Summary - Parking

PARKING PROVIDED: 80 - STALLS
 3 - TRAILER STALLS
 4 - ACCESSIBLE
 87 - TOTAL PARKING
 PARKING REQUIRED: 80 STALLS
 PARKING RATIO: 5.43 / 1,000 SF

EXIST
 7

Michele Hill Priority
MKT. Customers Parking



Friday, October 25, 2013 12:33:01 PM
 C:\Projects 2012\12_042 Tractor Supply Yreka_CAVARP Review Set 10252013\12_042 Tractor Supply Site Plan 10_08_2013.dwg

EXISTING BUILDING NOT A PART

90 DETENTION AREA
 $I_c = 72^\circ 48' 23"$
 $R = 45.00 \text{ FT}$
 $L = 57.18 \text{ FT}$

MONUMENT SIGN

ACCESSIBLE PATH OF TRAVEL



Mexican Restaurant
A family restaurant since 1997

April 4, 2016

**THE CASA RAMOS
COMPANIES**

Yreka
Mt. Shasta
Redding
Red Bluff
Chico
Willows
Folsom
M.K. & A., LLC

Chico
Ramos & Lecona, LLC

Placerville
Ramos & Nava, LLC

Lincoln
Ramos & Lecona Ventures, LLC

To Whom It May Concern:

Ramos Holdings, LLC grants permission to the Yreka Community Farmer's Market to use parcel # 062-041-050, also known as 1515 S Main St./175 Greenhorn Rd., Yreka CA 96097, as overflow parking.

Sincerely,


Michelle Hill
CEO

P.O. Box 808
Yreka, CA 96097
(530) 842-2098
Fax (530) 842-2198



SISKIYOU COUNTY
Health and Human Services Agency

SARAH COLLARD, PH.D.
Director of Behavioral Health Division
TRACIE LIMA, LCSW
Deputy Director of Behavioral Health Division

April 6, 2016

Yreka Farmer's Market
c/o Carol Crebbin
6438 Lower Little Shasta Rd
Montague, CA 96064

RE: Parking overflow during Farmer's Market

It is our understanding that Tractor Supply may be hosting a Farmer's Market from 9:30 to 2pm on Wednesdays starting in June. We've been told the City is concerned about parking during these events.

Siskiyou County Behavioral Health leases the property at 1501 S Main Street, Yreka. We have no objections to members or visitors of the Farmer's Market parking in our lot during the hours mentioned above to allow for 'overflow' parking when necessary. Parking would be limited to vehicles only; no trailers and/or booths, etc.

It is understood by both parties that if parking by Farmer's Market overflow causes a lack of parking for BHS clients on our leased property, we reserve the right to withdraw this offer.

Sincerely,

Sarah Collard, Ph.D.
Director, Behavioral Health

BEHAVIORAL HEALTH DIVISION

North County (Main) Office
2060 Campus Drive
Yreka, CA 96097
(530) 841-4100 / Fax (530) 841-4712

South County Office
1107 Ream Avenue
Mt. Shasta, CA 96067
(530) 918-7200 / Fax (530) 918-7216

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA
APPROVING REQUESTS ASSOCIATED WITH THE YREKA CHAMBER OF COMMERCE
SPECIAL EVENT TO BE HELD ON EACH AND EVERY WEDNESDAY FROM
JUNE 1, 2016 THROUGH OCTOBER 12, 2016 KNOWN AS THE
YREKA COMMUNITY CERTIFIED FARMERS MARKET

WHEREAS, the Yreka Chamber of Commerce (hereafter also referred to as “event sponsor”) desires to sponsor the Yreka Community Farmers Market; and,

WHEREAS due to the proposed plan submitted for the event, the event sponsor has demonstrated that the following provisions of the Yreka Municipal Code [YMC] are not adversely implicated by this event:

Vehicle controls- YMC Chapter 10.73
Business license-YMC Section 5.04
Temporary Signs-YMC Section 13.16.020.D

WHEREAS, a permissive business license may be granted by the City Council for an event of this nature if the applicant demonstrates good moral character and, that issuance of the license will not be detrimental to the public peace, public health or public morals of the city, which tax is subject to an exemption if the applicant demonstrates that the activity is for charitable purposes or for exhibition on historical subjects whenever the receipts from the activity are to be appropriated for any benevolent purpose within the limits of the city.

WHEREAS, the event sponsor has demonstrated to the City its eligibility under YMC 5.04.160, and that the event will not disrupt traffic within the City beyond practical solution; will not interfere with access to fire stations and fire hydrants; the location of the special event will not cause undue hardship to adjacent businesses or residents; the event will not require the diversion of so many public employees that allowing the event would unreasonably deny service to the remainder of the city; and,

WHEREAS, the approval by the City Council of this Special Event shall not establish a precedent and shall not obligate the City in any way to issue subsequent permits for the same or similar events at this location or to the same permittee.

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

WHEREAS, the City Council has determined it would be in the best interests of the City to approve and authorize the action outlined in this Resolution; and

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

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

Section 2. The Council directs as follows:

a. The event sponsor is hereby issued a Business License for this event and is exempt from the business license tax. *Pursuant to Yreka Municipal Code 5.04.160 (2), an exemption from the business license tax is also granted to **Farmers who sell exclusively their own produce**.* This exemption from the tax shall not apply to other vendors at the event unless each vendor can separately demonstrate eligibility for exemption. The City will work with the event sponsor to facilitate issuance of the daily business licenses for the event. Vendors will be required to provide written approval from the event sponsor, to apply for a Business License for this event.

- Event sponsor shall provide the City Business License Department with a list of approved vendors prior to the event. The event sponsor may add or delete approved vendors at any time by submitting an updated “Approved Vendor List” to the City.
- All vendors, including “*exempt Farmers*” and non-profit organizations, are required to obtain a City of Yreka Business License for this specific event. Non-profit organization/service groups may be eligible for a “fee waiver”.
- Event sponsor will be responsible and hold harmless the City for acts of the vendors.

b. The Farmers Market shall be limited to 1 day per week. The event sponsor is hereby issued a Conditional Temporary Use Permit for every Wednesday beginning June 1 through October 12, 2016 for use of the Tractor Supply Parking Lot located at 1455 S. Main Street and the Parking Lot located at 1501 S. Main Street and adjacent unimproved lot, for the Farmers Market, subject to the written approval of the respective property owners.

c. The Conditional Temporary Use Permit is subject to full compliance with the following Findings and Conditional of Approval:

- The proposed use will not adversely affect adjacent structures and uses or the surrounding neighborhood;
- The proposed use will not adversely affect the circulation and flow of vehicular and pedestrian traffic in the immediate area;
- The proposed use will not create a demand for additional parking which cannot be met safely and efficiently in existing parking areas;
- The proposed use will not conflict with the terms of any use currently in effect on the property;
- The proposed use will not otherwise constitute a nuisance or be detrimental to the public health, safety and general welfare of the community;
- Use is subject to ongoing consent and approval of the property owner;
- Provisions for fire protection and fire vehicle access will be maintained;
- Signage will be limited to that approved by the City Manager;
- All Signs shall be removed each day at the conclusion of the event.

d. The event sponsor and associated vendors shall comply with any additional limitations or conditions as required by the City Manager or the Chief of Police to ensure that the temporary use will not have an adverse impact on adjoining properties, vehicle traffic, or the public health, safety and general welfare of the community.

e. Use is granted in accordance with the terms as depicted in this Resolution and may be revoked by the City Manager if any of the conditions or terms are violated.

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

Section 5. The City Manager, the Chief of Police, 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 affect the purposes of this Resolution and the transactions herein authorized.

Section 6. The City Clerk of the City shall forward a copy of this Resolution to the event sponsor. This resolution shall take effect immediately upon its passage.

Passed and adopted this 21st day of April 2016, by the following vote:

AYES:
NAYS:
ABSENT:

John Mercier
Mayor

Attest: _____
Elizabeth E. Casson, City Clerk



**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

TO: Yreka City Council
PREPARED BY: Jeannette Hook, Administrative Assistant 
AGENDA TITLE: Reject all bids for the Yreka Police Department Building Remodel Project
MEETING DATE: April 21, 2016

Discussion:

On March 29, 2016, bids were opened for the Yreka Police Department Building Remodel Project. The results of the bid opening are as follows:

<u>Name</u>	<u>Location</u>	<u>Base Bid</u>	<u>Base Bid + Deductive Alternates (Basis of Award)</u>
McCuen Construction	Loomis, CA	\$ 2,215,150.00	\$ 2,371,392.00
Timberworks	Mt. Shasta, CA	\$ 2,231,540.00	\$ 2,372,325.00
Adroit Construction	Medford, OR	\$ 2,351,046.00	\$ 2,559,400.00
Danco Builders	Arcata, CA	\$2,503,870.00	\$2,623,000.00
<i>Estimate of Construction Costs</i>		<i>\$1,350,000.00</i>	

All bids have been determined to be higher than the available project budget and staff recommends that the City Council reject all bids. Staff believes it may be possible to reduce the cost of remodeling and will work with the architect to adjust the scope of work. This process is likely to take several months.

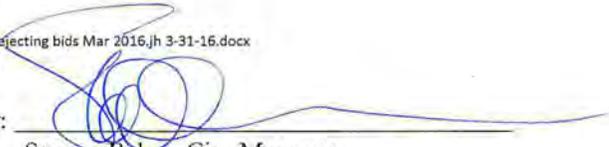
Fiscal Impact:

The fiscal impact to the General Fund is approximately \$200 for publication costs.

Recommendation and Requested Action:

That the Council reject all bids for the Yreka Police Department Building Remodel project.

S:\Public Works\Facilities\YPD\YPD New Station\Council agenda YPD rejecting bids Mar 2016.jh 3-31-16.docx

Approved by: 
Steven Baker, City Manager



**CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM**

To: Yreka City Council
Prepared by: Steve Baker, City Manager
Agenda title: Adopt Resolution Authorizing the Closure of a Portion of Fourth Street from Butte Street to South Street During Construction of the New Courthouse
Meeting date: April 21, 2016

Discussion:

As part of the new Courthouse construction project, Fourth Street will need to be closed between Butte and South streets. The Council has previously had presentations on the courthouse project and the parking around the courthouse. Formally closing Fourth Street was inadvertently left off those agenda items.

There will be temporary closures or partial closures of other streets as construction proceeds and these will be handled through the City's normal encroachment permit process.

The construction is expected to last approximately 2 years.

Recommendation:

That the City Council adopt Resolution authorizing the Closure of a portion of Fourth Street from Butte Street to South Street During Construction of the New Courthouse

Approved by: _____


Steven Baker, City Manager

RESOLUTION NO. 2016-
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA
AUTHORIZING THE CLOSURE OF A PORTION OF FOURTH STREET FROM
BUTTE STREET TO SOUTH STREET DURING CONSTRUCTION OF
THE NEW COURTHOUSE

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

WHEREAS, the new Courthouse is expected to commence construction in the summer of 2016 with construction expected to last approximately 2 years, and

WHEREAS, during construction Fourth Street between Butte and South streets will need to be closed until the project is complete and other streets will be closed or partially closed during specific periods of construction, and

WHEREAS, pursuant to Government Code Section 21101(e) the City Council has authority to designate by resolution a temporary closing of a through street where the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and,

WHEREAS, the City Council finds that the closing of the requested streets is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and,

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

WHEREAS, the City Council has determined it would be in the best interests of the City to approve and authorize the action outlined in this Resolution; and

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 City Council does authorize the closure of a portion of Fourth Street from Butte Street to South Street during construction of the new Courthouse.

Section 3. The responsibilities of the Court or its contractors are set out below:

a. The Court is responsible to furnish, place and remove all necessary barricades, furnish, place and remove street closure signs.

b. The Court is responsible to personally contact each business that may be affected by this street closure prior to construction.

c. The Court shall be charged for any services required by the Public Works Department in connection with this event. The Department of Public Works is directed to prepare a Use and Encroachment Agreement to be signed by the Court setting forth the terms of use in accordance with this Resolution.

Section 4. It is further resolved that 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. The City Manager, the Chief of Police, Director of Public Works, and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to affect the purposes of this Resolution and the transactions herein authorized.

Section 6. The City Clerk of the City shall forward a copy of this Resolution to the Court, the Chief of Police, and the Director of Public Works. This resolution shall take effect immediately upon its passage.

Passed and adopted this 21st day of April 2016, by the following vote:

AYES:

NAYS:

ABSENT:

John Mercier, Mayor

Attest: _____
Elizabeth E. Casson, City Clerk



CITY OF YREKA

To: Yreka City Council
Prepared by: Rhetta Hogan, Finance Director 
Agenda title: Discussion/Possible Action – Approval of the 4/21/2016 City of Yreka Investment Policy for the Fiscal Years Ending 2017 and 2018.
Meeting date: April 21, 2016

DISCUSSION

The City of Yreka's investment policy sets forth guidelines for investment the City's excess cash, "investment cash". The policy was last updated in July 17, 2008. The Audit and Investment Committee has discussed and reviewed the policy incorporating best practices from the California Debt and Investment Advisory Committee (CDIAC), and modernizing the language for ease of understanding investment policies.

Attached is a markup copy of the changes where italicized items are new, lined out represents deletions, and regular font indicates no changes.

FISCAL IMPACT:

None

RECOMMENDATION

Approval of the 4/21/2016 City of Yreka Investment Policy for the Fiscal Years Ending 2017 and 2018.

ATTACHMENTS

Approved by: _____

A handwritten signature in blue ink, appearing to read "Steven Baker".

Steven Baker, City Manager



INVESTMENT POLICY

Fiscal Years Ending

2017-2018

CITY OF YREKA
INVESTMENT POLICY
Dated 4/21/2016

I. PURPOSE

This statement is intended to provide guidelines for the prudent investment of the City's surplus money in its treasury (hereinafter "Investment Cash") and to outline policies for maximizing the efficiency of the City's Investment Cash management system. The ultimate goal is to enhance the economic status of the City while protecting its pooled Investment Cash.

~~This policy statement provides guidelines for the prudent investment of the City's surplus funds. The ultimate goal is to enhance the economic status of the City while protecting its funds. This policy covers all funds and investment activities under direct authority of the City.~~

II. POLICY

It is the policy of the City of Yreka to invest public funds in a manner which will provide a sound investment return with maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds. The City of Yreka's investment policy has three objectives: (1) protect principal, (2) provide for liquidity needs, and (3) obtain the most reasonable rate of return possible within the first two objectives. The City operates its investment activities under the "prudent investor" standard (see discussion below). This affords a broad spectrum of investment opportunities so long as the investment is deemed prudent and is permissible under current state and local law.

III. SCOPE

This investment policy applies to all liquid financial assets of the City of Yreka.

IV. PRUDENT INVESTOR STANDARD

The City Council and all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, prudence, and diligence considering existing circumstances, general economic conditions and the anticipated needs of the City, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

It is the City's full intent, at the time of purchase, to hold all investments until maturity to ensure the return of all invested principal dollars. However, it is realized that market prices of securities will vary depending on economic and interest rate conditions at any point in time. It is further recognized, that in a well-diversified investment portfolio, occasional measured losses are inevitable due to economic, bond market or individual security credit analysis. These occasional losses must be considered within the context of the overall investment program objectives and the resultant long term rate-of-return.

The City Treasurer and other individuals assigned to manage the investment portfolio, acting within the intent and scope of the investment policy and other written procedures and exercising due diligence, shall be relieved of personal responsibility and liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

POLICY

~~The City of Yreka operates its temporary surplus funds cash investments under the prudent man rule. This rule, in essence, states that "a trustee shall exercise the judgment and care, under the circumstances then prevailing, which men of prudence, discretion and intelligence exercise in the management of their own affairs.~~

~~The City strives to make investments that benefit the local area and are consistent with municipal plans and policies. Priority is given to investments that promote community economic development, e.g., doing business with local banks and savings and loans, provided that the criteria for safety, liquidity and yield are met.~~

CITY CONSTRAINTS

~~The City of Yreka operates its surplus fund investments under the Prudent Man Rule. This guide affords a broad spectrum of investment opportunities so long as the investment is deemed prudent and permissible under currently effective legislation of the State of California and other imposed legal restrictions.~~

~~The City strives to maintain the level of investment of all funds as near 100% as possible, through projected cash flow determinations. Surplus funds management and investment transactions are the responsibility of the City Treasurer.~~

~~The basic premise underlying the City's investment philosophy is, and will continue to be, to insure that money is always safe and available when needed.~~

V. OBJECTIVES

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest Investment Cash to the fullest extent possible. The City strives to obtain the most reasonable yield possible as long as investments meet the criteria for safety and liquidity.

Safety

Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner which seeks to ensure the preservation of principal in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio. Risk associated with an investment refers to the potential loss of principal, interest or a combination of both. The City shall seek to preserve principal by mitigating the two types of risk - credit risk and market risk.

Credit risk - *Defined as the risk of loss due to failure of the issuer of a security. Credit risk shall be*

mitigated by investing in investment grade securities and by diversifying the investment portfolio so that the failure of any one issuer does not unduly harm the City's cash flow.

Market Risk - Defined as market value fluctuations due to overall changes in the general level of interest rates. Market risk shall be mitigated by limiting the weighted average maturity of the City's investment portfolio to three and one-half years, the maximum maturity of any one security to five years, and structuring the portfolio based on historic and current cash flow analysis eliminating the need to sell securities prior to maturity.

Liquidity

The City's investment portfolio shall remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated. This goal shall be achieved by maintaining a prudent portion of the City's portfolio in liquid, short-term instruments which can readily be converted to cash if necessary.

Return on Investment

The City's investment portfolio shall be designed with the objective of attaining a sound rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio. The City will attempt to obtain the most reasonable yield possible when selecting an investment, provided the criteria for safety and liquidity are met.

~~The primary objective of the investment policy of the City of Yreka is safety. The City will make investments in those securities as outlined below to give the combination of high yield, liquidity, and local investment. Criteria for selecting investments in the order of priority are:~~

- ~~1. Safety: The City shall undertake investments in a manner that seeks to ensure the preservation of capital in the overall portfolio.~~
- ~~2. Liquidity: The investing personnel shall assure the funds are constantly available to meet immediate payment requirements.~~
- ~~3. Yield: The City shall design the investment portfolio to attain a market average rate of return throughout budgetary and economic cycles, and take into account investment risk constraints and the cash flow characteristics of the portfolio.~~

VI. DELEGATION OF AUTHORITY

In accordance with California Government Code Section 53607, the Yreka City Council has authorized the City Treasurer to invest on behalf of the City, to manage the City's investment program consistent with this investment policy, and to maintain a system of internal controls to regulate investment activities.

~~As directed and advised by the Investment and Audit Committee, the City Treasurer and staff are responsible for investment transactions.~~

VII. PUBLIC TRUST

All participants in the investment process shall act as custodians of public funds. Investment

officials (City Manager and City Treasurer) shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. In a diversified portfolio it must be recognized that occasional measured losses are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

VIII. ETHICS AND CONFLICTS OF INTEREST

Officials involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program, or impairs their ability to make impartial investment decisions. Additionally the City Treasurer (Finance Director) and other key personnel are required to annually file applicable financial disclosures as required by the Fair Political Practices Commission (FPPC).

IX. QUALIFIED BROKER/DEALERS

The City shall transact business only with qualified banks, savings and loans, and broker/dealers. Investment staff shall investigate dealers who wish to do business with the City to determine that they are adequately capitalized, have no pending legal action against the firm or the individual broker and that they participate in markets appropriate to the City's needs.

The City shall send a copy of the current investment policy to all broker/dealers approved to do business with the City. Confirmation of receipt of this policy shall be considered evidence that the dealer understands the City's investment policies and intends to sell the City only appropriate investments authorized by this investment policy.

X. AUTHORIZED INVESTMENTS

Investment of City funds is governed by the California Government Code Sections 53600 et. seq. Within the context of code limitations, the following investments and their respective additional limitations are authorized:

~~The City may make investments in the following media within the statutory limits imposed by the California Government Code:~~

1. United States Treasury Bills, Bonds, and Notes are those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no percentage limitation of the portfolio which can be invested in this category.

~~U.S. Government: United States Treasury Bills, Notes, and Bonds are backed by the full faith and credit of the United States Government. There shall be no limitation as to the percentage of the portfolio invested in this category.~~

2. Federal Agency or United States government-sponsored enterprise obligations, participations or other instruments issued by the Government National Mortgage Association (GNMA), the Federal Farm Credit System (FFCB), the Federal Home Loan Bank Board (FHLB), the Federal National Mortgage Association (FNMA), and the Federal Home Loan Mortgage Association (FHLMC)

whose principal and interest is fully guaranteed by federal agencies or United States government-sponsored enterprises. Instruments are limited to a maximum of 15 percent of the total portfolio invested with any one issuer and with a maximum maturity of five years.

~~U.S. Agencies: The purchase of instruments of, or issued by, a federal agency or a United States Government-sponsored enterprise will be limited to a maximum of 15 percent of the total portfolio invested with any one issuer and with a maximum maturity of five years. Such agencies include, but are not limited to, the Federal Farm Credit Bank, Federal Home Loan Bank, Federal Home Loan Mortgage Corporation, Student Loan Marketing Association, Tennessee Valley Authority, and the Federal National Mortgage Corporation.~~

3. Local Agency Investment Fund (LAIF) which is a State of California managed investment pool may be used up to the maximum permitted by California State Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 11, commencing with section 16429.1.

~~Local Agency Investment Fund (LAIF): the Local Agency Investment Fund has been established by the State Treasurer for the benefit of local agencies. The City may invest up to the maximum permitted by the LAIF.~~

Investments detailed in items 4 through 11 are further restricted to a maximum of 15 percent of the City's Investment Cash, at the time of purchase, in any one issuer name unless further restricted by this policy. A five year maximum maturity limitation is applicable unless further restricted by this policy.

4. Bankers Acceptances: Bills of exchange or time drafts drawn on and accepted by commercial banks which are eligible for purchase by the Federal Reserve System are known as bankers acceptances. Purchases of these instruments may not exceed 180 banker's days maturity or 40 percent of an agency's surplus funds. A maximum of 30 percent may be invested in the bankers acceptances of any one commercial bank.

5. Commercial paper of "prime" quality of the highest ranking or of the highest letter and numerical rating of P1/A1 or A1+/F1 or F1+ as provided for by Moody's Investors Service, Inc., Standard and Poor's Corporation, or Fitch Ratings. Additionally, the entity issuing the commercial paper must have a long term credit rating of A2/A/A by one of either Moody's Investors Service, Inc., Standard and Poor's Corporation, or Fitch Ratings, respectively. Purchases of commercial paper may not exceed 25% of the City's Investment Cash, nor may those purchases exceed 270 days to maturity, nor represent more than 10% of the outstanding paper of the issuing corporation. Investment in any one institution may not exceed more than 10% of the City's Investment Cash at the time of purchase.

~~**Commercial Paper:** This short term unsecured promissory note is issued to finance short term credit needs. Eligible paper is that which is ranked "P1" by Moody's Investor Services or "A1" by Standard & Poor's issued by a domestic corporation having assets in excess of \$500,000,000, and having an "A" or better rating on issuer's debt. Purchases of commercial paper may not exceed 270 days or represent more than 10 percent of the outstanding paper of an issuing corporation.~~

6. Negotiable certificates of deposit issued by nationally or state chartered banks or state or federal

savings institutions. Purchases of negotiable certificates of deposit may not exceed 30% of the City's Investment Cash at the time of purchase. Investment in any one institution may not exceed more than 5% of the City's Investment Cash at the time of purchase. Negotiable certificates of deposit shall not exceed the amount federally insured, by any single issuer, and is currently \$250,000. NCDs are considered liquid, trading actively in the secondary market.

~~Negotiable Certificates of Deposit (NCDs): Allowable NCDs are issued by a nationally or state-chartered bank or a state or federal association or by a state-licensed branch of a foreign bank. The City Treasurer may invest up to 30 percent of surplus funds in NCDs limited to institutions rated "Aa3" or better by Moody's or "AA-" or better by Standard & Poor's CD rating services. NCDs are considered liquid, trading actively in the secondary market.~~

7. Repurchase agreements which specify terms and conditions may be transacted with banks and broker/dealers. Investment in repurchase agreements may not exceed 20% of the City's Investment Cash at the date entered into. The maturity of the repurchase agreements shall not exceed 90 days. The market value of the securities used as collateral for the repurchase agreements shall be monitored by the investment staff and shall not be allowed to fall below 102% of the value of the repurchase agreement. A Master Repurchase Agreement must be executed with the bank or dealer prior to investing in a Repurchase Agreement. The City may enter into Repurchase Agreements only with primary dealers of the Federal Reserve Bank of New York. The City will have specific written agreements with each firm with which it enters into Repurchase Agreements. Reverse purchase agreements are not allowed.

Collateral restrictions: Only U.S. Treasury securities or Federal Agency securities, as described in X. 1. and 2 will be acceptable collateral. All securities underlying Repurchase Agreements must be delivered to the City's custodian bank by book entry, physical delivery, or by a third party custodial agreement. The total of all collateral for each Repurchase Agreement must equal or exceed, on the basis of market value, 102 percent of the funds borrowed against those securities. For any Repurchase Agreement with a term of more than one day, the value of the underlying securities must be reviewed on a weekly basis and the value of the underlying securities brought back up to 102 percent no later than the next business day. Market value must be calculated each time there is a substitution of collateral. The City or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to Repurchase Agreement.

~~Repurchase Agreements: The City may invest in repurchase agreements with banks and dealers of primary dealer status recognized by the Federal Reserve with which the City has entered into a master repurchase contract which specifies terms and conditions of repurchase agreements. The maturity of repurchase agreements shall not exceed 365 days. The market value of securities used as collateral for repurchase agreements shall be monitored by the City and will not be allowed to fall below 102 percent of the value of the repurchase agreement.~~

~~The City may enter into Reverse Repurchase Agreements with no greater than 20 percent of the portfolio. The maturity of Reverse Repurchase Agreements may not exceed 92 days. The underlying securities must have been owned by the City for at least 30 days. Investments in Reverse Repurchase Agreements in which the City sells securities prior to purchase may be made only upon prior approval of the City Council.~~

8. Time deposits, non-negotiable and are restricted to \$250,00 per entity concentration, the

federally insured limit. Time deposits may be purchased through banks or savings and loan associations. Since time deposits are not liquid, no more than 25% of the investment portfolio may be invested in this investment type. Investment in any one institution may not exceed more than 5% of the City's Investment Cash at the time of purchase.

~~Certificates of Deposit (CDs): Certificates of Deposit or "time deposits" of up to \$100,000 are federally insured. Beyond that amount, these CDs must be collateralized with the collateral held separately from the issuing institution. The value of the investment must have collateral of at least 110 percent if government securities, or collateral of at least 150 percent if mortgage-backed securities. Statute does not limit CDs, however, this Investment Policy shall limit such investments to a maximum of 40 percent of the portfolio and to a maximum of 15 percent deposited in any one institution. In addition, time deposits shall be placed in institutions meeting all capital requirements and rated in the "A" category or higher by Moody's or Standards & Poor's.~~

GUIDELINES

~~Certificates of deposit will be FDIC or FSLC insured for fully collateralized, generally at 110% of principal with government securities. The City will require monthly or quarterly investment payments by the institution and will limit investments to \$500,000.00 in savings and loans, small banks and credit unions.~~

~~The City will not invest in any bank or savings institution less than five years old. The institution must maintain a net worth to asset ratio of at least 3% and have a positive earnings record. The City may request a current FDIC Call report (banks) or FHLB report to have on file for evaluation. The institution must be located in California.~~

9. Demand Deposit Accounts are cash concentrations held with the City's depository institution in excess of \$250,000, the general collateralization level shall be 110% of the amount invested, and if the security used for collateral is a mortgage backed security, the collateralization level shall be 150% of the amount invested (government code sec. 53652).

10. Medium Term Corporation Notes, with a maximum maturity of five years may be purchased. Securities eligible for investment shall be rated A2/A/A or better by at least one of either Moody's, Standard & Poor's or Fitch Ratings, respectively. Purchase of medium term notes may not exceed 30% of the City's Investment Cash at the time of purchase and no more than 15% of the City's Investment Cash, at the time of purchase, may be invested in notes issued by one corporation. Commercial paper holdings, as identified by item 6 in this section, should also be included when calculating the 15% limitation.

~~Medium Term Notes: A maximum of 30 percent of the City's portfolio may be invested in medium-term notes issued by corporations organized and operating with the United States. Note maturities may not exceed five years. Securities eligible for investment must be rates in a rating category of "A" or its equivalent or better by a nationally recognized rating service (i.e. Moody's or Standard & Poor's).~~

11. Money Market Accounts: Shares of beneficial interest issued by diversified management

companies may have no more than 10% of total assets in any one mutual fund investing in instruments as authorized above. Various daily cash funds administered for or by trustees, paying agents and custodial banks contracted by the City of Yreka may be purchased as allowed under State of California Government Code. Only funds holding U.S. Treasury or government agency obligations can be utilized. Investment in money market and mutual funds may not exceed 20% of the City's Investment Cash at the time of purchase.

Shares of beneficial interest (mutual funds) issued by diversified management companies investing in securities/obligations authorized by California Government Code Sections 53600, et. seq., and complying with Section 53630, are permitted investments. Section 53601 (k) further defines requirements. A maximum of 15 percent of the portfolio may be so invested.

12. Municipal Securities of any California Local Agency including bonds, notes, warrants, or other indebtedness, provided the issuer has a minimum credit rating of A2/A/A by either Moody's, Standard & Poor's or Fitch Ratings. The City may also purchase its own issued debt, but may not resell its own debt before maturity without first obtaining a tax exempt redetermination opinion from legal counsel. Purchases of Municipal Securities shall not exceed 20% of the City's investment portfolio at the time of purchase. Investment in any one issuer shall not exceed 5% at the time of purchase. Maturity shall be limited to a maximum of 60 months from the date of purchase. Purchases of Municipal Securities of any local agency outside of California are not permitted.

13. Municipal Securities of the State of California, or any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of the State of California, or any of the other 49 states, in addition to California. Provided the issuer has a minimum credit rating of A2/A/A by either Moody's, Standard & Poor's or Fitch Ratings.

Ineligible investments, those that are not described herein, including but not limited to, common stocks or long term (over five years in maturity) notes and bonds, are prohibited from use in this portfolio. Additionally, the Treasurer shall not invest in reverse floaters, range notes, or interest only strips that are derived from a pool of mortgages, nor may the treasurer invest in any security that could result in zero interest accrued if held to maturity.

Following is a table summarizing allowable investments for the City:

INVESTMENT TYPE	MAXIMUM % OF PORTFOLIO	MINIMUM QUALITY REQUIREMENTS
U. S. Treasury Bills, Notes and Bonds	0 to 100%	None
Federal Agency/U. S. Government- sponsored obligations	0 to 100%	None
Local Agency Investment Fund (LAIF)	Per Govt. Code 16429.1	None
Bankers' Acceptances	0 to 40% (30% per agency)	None
Commercial Paper	0 to 25%	Credit rating of P1/A1 or A1+/F1 or F1+ or higher by Moody's, S&P or Fitch
Certificates of Deposit	0 to 30%	National or State- chartered banks or Fed. Savings institutions
Repurchase Agreements	0 to 20%	None
Time Deposits	0 to 25%	None
Medium Term Corporation Notes	0 to 30%	A/A2/A or better
Money Market and Mutual Funds	0 to 20%	Only funds holding U. S. Treasury or Govt. agency obligations may be used
Municipal Securities (50 States or California Local Agencies)	0 to 20%	Minimum A2/A/A credit rating by Moody's, S&P or Fitch

XI. COLLATERALIZATION

Collateral shall be held by an independent third party with whom the entity has a current custodial agreement and the right of collateral substitution is granted. In order to conform with the provisions of the Federal bankruptcy code which provides for liquidation of securities held as collateral, the only securities acceptable as collateral shall be certificates of deposit, commercial paper, eligible bankers' acceptances, medium term notes or securities that are the direct obligations of, or are fully guaranteed as to principal and interest by the United States or any agency of the United States.

XII. SAFEKEEPING AND CUSTODY

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery versus payment (DVP) basis, and shall be delivered to the City or the City's designated custodian upon receipt of payment by the City.

All securities that may be purchased, including collateral for repurchase agreements, shall be held by a third party custodian designated by the Treasurer. These securities shall be held in the City's name and control and third party custody shall be evidenced by safekeeping receipts. The third party custodian shall send the City, on a monthly basis, a statement of what is safe-kept and

this statement shall be reconciled to the City's record on a monthly basis. Securities held in custody for the City shall be independently audited on an annual basis to verify investment holdings.

~~Securities purchased from broker/dealers are held in third party safekeeping by the trust department of the City's bank or other designated third party trust, in City's name and control, whenever possible. Third party safekeeping includes Federal Reserve Bank Treasury Direct Accounts.~~

XIII. DIVERSIFICATION INVESTMENT

The City's investment portfolio shall be diversified to avoid incurring unreasonable and avoidable risks with regard to specific investment types. Within investment types, the City shall also maintain a mix of securities to avoid concentrations within individual financial institutions, geographic areas, industry types and maturity dates.

XIV. MAXIMUM MATURITIES

To the extent possible, the City of Yreka shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City shall not directly invest in securities maturing more than 5 years from the date of purchase.

XV. INTERNAL CONTROL

The City Treasurer shall conduct an annual review of the investment program. This process may include testing of the investment program by the City's external auditor to determine the extent of compliance with the Investment Policy.

All wire transfers initiated by the Finance Department will be confirmed to the appropriate financial institution. Proper documentation obtained from confirmations and cash disbursement wire transfers is required for each investment transaction. Timely bank reconciliations are conducted to ensure proper handling of all transactions.

XVI. PERFORMANCE STANDARDS

The City's investment portfolio shall be designed with the objective of attaining a sound rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.

XVII. PORTFOLIO MANAGEMENT ACTIVITY

The investment program shall seek to attain returns consistent with the intent of this policy, identified risk limitations and prudent investment principals. These objectives shall be achieved by use of the following strategies:

Active Portfolio Management

Through active fund and cash-flow management taking advantage of current economic and interest rate trends, the portfolio yield may be enhanced with limited and measurable increases in risk by extending the weighted maturity of the City's Investment Cash.

Portfolio Maturity Management

When structuring the maturity composition of the portfolio, the city shall evaluate current and expected interest rate yields and necessary cash flow requirements. It is recognized that in normal market conditions longer maturities produce higher yields. However, the securities with longer maturities also experience greater price fluctuations when the level of interest rates change.

XVIII. PERIODIC TREASURY REPORTS

The City Treasurer shall review and render monthly reports to the City Manager and City Council which shall include the par value and cost of the investment, the type of investment, the name of the issuer, the coupon rate of interest, the maturity date, and the current market value.

XIX. LEGISLATIVE CHANGES

Any State of California legislative action, that further restricts allowable maturities, investment type or percentage allocations, shall be incorporated into the City of Yreka's Investment Policy and shall supersede any and all previous applicable language.

XX. INTEREST EARNINGS

All interest earned and collected from investments authorized in this policy shall be allocated monthly to all pooled cash funds based on the cash balance in each fund as a percentage of the entire pooled portfolio.

XXI. LIMITING MARKET VALUE EROSION

It is the general policy of the City to limit the potential effects from erosion in market values by adhering to the following guidelines:

- All immediate and anticipated liquidity requirements shall be addressed prior to purchasing investments.*
- Maturity dates for investments shall coincide with significant cash flow requirements, where possible, to assist with cash requirements at maturity.*
- All securities shall be purchased with the intent to hold all investments to maturity. However, economic or market conditions may change, making it in the City's best interest to sell or trade a security prior to maturity.*

XXII. STATEMENT OF INVESTMENT POLICY

The City of Yreka's Investment Policy shall be adopted by Resolution of the City Council. This

investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and yield, and its relevance to current law and financial and economic trends. Any amendments to the policy shall be forwarded to the City Council for approval.

(the following section was removed statements are covered in other areas, are no longer applicable, and or addressed by depository insurance and investment ratings.

XXIII. GLOSSARY OF TERMS

Bankers' Acceptance (BA) - A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Broker - A broker brings buyers and sellers together for a commission.

Certificate of Deposit - A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable. CD's may be eligible for FDIC insurance.

Collateral - Securities, evidence of deposit or pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposit of public moneys.

Custody - A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement which also calls for the bank to collect and pay out income, to buy, sell, receive and deliver securities when ordered to do so by the principal.

Delivery vs. Payment (DVP) - Delivery of securities with a simultaneous exchange of money for the securities.

Diversification - Dividing investment funds among a variety of securities offering independent returns and risk profiles.

Federal Home Loan Banks (FHLB) - Government sponsored wholesale banks which lend funds and provide correspondent banking services to member commercial banks, thrifty institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

Federal Home Loan Mortgage Corporation (FHLMC) - The FHLMC was created under the Federal Home Loan Mortgage Act, Title III of the Emergency Home Finance Act of 1970 as a stockholder owned government-sponsored enterprise. Freddie Mac, as the corporation is called, is charged with providing stability and assistance to the secondary home mortgage market by buying first mortgages and participation interests and reselling these securities in the form of guaranteed mortgage securities. Although agency obligations are not explicitly guaranteed by the federal government, the rating agencies believe that in the unlikely event of financial difficulties, the federal government will support the agency to the extent necessary to provide for full and timely payment on their securities.

Federal National Mortgage Association (FNMA) - FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Government National Mortgage Association (GNMA) - Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations and other institutions. Security holder is protected by the full faith and credit of the U.S. Government. Ginnie Mae securities, are backed by the FHA, VA, or FmHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

Interest Rate - The annual yield earned on an investment, expressed as a percentage.

Liquidity - Refers to the ability to rapidly convert an investment into cash with minimal risk of losing some portion of principal and/or interest.

Master Repurchase Agreement - A written contract covering all future transactions between the parties to repurchase and/or reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will offer specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

Maturity - The date upon which the principal or stated value of an investment becomes due and payable.

Money Market - The market in which short-term debt instruments (bills, commercial paper, banker's acceptances, etc.) are issued and traded.

Municipal Securities of Local Agencies - Debt securities issued by states, cities, counties and other governmental entities to fund day-to-day obligations and to finance capital projects. The purchase of municipal securities is a loan to the bond issuer in exchange for regular interest payments and the return of the original investment.

Prudent Investor - An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only a list of securities selected by the custody state - the so-called legal list. In other states the trustee may invest in a security if it is one which would be brought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

Rate of Return - The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (RP or REPO) - A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

Reverse Repurchase Agreement (Reverse REPO) - A transaction where the seller (City) agrees to buy back from the buyer (bank) the securities at an agreed upon price after a stated period of time.

Risk - Degree of uncertainty of return on an asset.

Treasury Bills - A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

Treasury Bonds - Long-term coupon-bearing U. S. Treasury securities issued as direct obligations of the U. S. Government and having initial maturities of more than ten years.

Treasury Notes - Medium-term coupon-bearing U. S. Treasury securities issued as direct obligations of the U. S. Government and having initial maturities from two to ten years.

Yield - The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

Yield to Maturity - The rate of income return on an investment, minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond, expressed as a percentage.

Date: April 21, 2016

Shella Rhetta Hogan, City Treasurer

Steven Baker, City Manager

Approved by motion of the Yreka City Council at its meeting held April 21, 2016

Elizabeth Casson, City Clerk

(Place on letterhead, sign, and return to City)

Investment Firm Certification Form

As an authorized representative of the undersigned firm, I hereby certify that our firm has received a copy of the City of Yreka's Investment Policy, has read it, and will work within the guidelines of the policy when conducting business with, and providing services to the City.

All employees of the firm dealing with the City of Yreka have been and will be routinely informed of the City's investment objectives, policies, risk constraints and other pertinent factors.

Name of Authorized Representative

Title

Signature

Date

ANNUAL STATEMENT OF INVESTMENT POLICY
TO THE CITY COUNCIL BY THE CITY TREASURER
AND CITY MANAGER - July 2008

PURPOSE

This policy statement provides guidelines for the prudent investment of the City's surplus funds. The ultimate goal is to enhance the economic status of the City while protecting its funds. This policy covers all funds and investment activities under direct authority of the City.

OBJECTIVE

The primary objective of the investment policy of the City of Yreka is safety. The City will make investments in those securities as outlined below to give the combination of high yield, liquidity, and local investment. Criteria for selecting investments in the order of priority are:

1. Safety: The City shall undertake investments in a manner that seeks to ensure the preservation of capital in the overall portfolio.
2. Liquidity: The investing personnel shall assure the funds are constantly available to meet immediate payment requirements.
3. Yield: The City shall design the investment portfolio to attain a market average rate of return throughout budgetary and economic cycles, and take into account investment risk constraints and the cash flow characteristics of the portfolio.

POLICY

The City of Yreka operates its temporary surplus funds cash investments under the prudent man rule. This rule, in essence, states that "a trustee shall exercise the judgment and care, under the circumstances then prevailing, which men of prudence, discretion and intelligence exercise in the management of their own affairs...."

The City strives to make investments that benefit the local area and are consistent with municipal plans and policies. Priority is given to investments that promote community economic development, e.g., doing business with local banks and savings and loans, provided that the criteria for safety, liquidity and yield are met.

As directed and advised by the Investment and Audit Committee, the City Treasurer and staff are responsible for investment transactions. The City may make investments in the following media within the statutory limits imposed by the California Government Code:

U.S. Government: United States Treasury Bills, Notes, and Bonds are backed by the full faith and credit of the United States Government. There shall be no limitation as to the percentage of the portfolio invested in this category.

U.S. Agencies: The purchase of instruments of, or issued by, a federal agency or a United States Government-sponsored enterprise will be limited to a maximum of 15 percent of the total portfolio invested with any one issuer and with a maximum maturity of five years. Such agencies include, but are not limited to, the Federal Farm Credit Bank, Federal Home Loan Bank, Federal Home Loan Mortgage Corporation, Student Loan Marketing Association, Tennessee Valley Authority, and the Federal National Mortgage Corporation.

Bankers Acceptances: Bills of exchange or time drafts drawn on and accepted by commercial banks which are eligible for purchase by the Federal Reserve System are known as bankers acceptances. Purchases of these instruments may not exceed 180 banker's days maturity or 40 percent of an agency's surplus funds. A maximum of 30 percent may be invested in the bankers acceptances of any one commercial bank.

Commercial Paper: This short-term unsecured promissory note is issued to finance short-term credit needs. Eligible paper is that which is ranked "PI" by Moody's Investor Services or "A1" by Standard & Poor's issued by a domestic corporation having assets in excess of \$500,000,000, and having an "A" or better rating on issuer's debt. Purchases of commercial paper may not exceed 270 days or represent more than 10 percent of the outstanding paper of an issuing corporation. Commercial paper purchases will be limited to 30 percent of the City's portfolio.

Negotiable Certificates of Deposit (NCDs): Allowable NCDs are issued by a nationally or state-chartered bank or a state or federal association or by a state-licensed branch of a foreign bank. The City Treasurer may invest up to 30 percent of surplus funds in NCDs limited to institutions rated "Aa3" or better by Moody's or "AA-" or better by Standard & Poor's CD rating services. NCDs are considered liquid, trading actively in the secondary market.

Certificates of Deposit (CDs): Certificates of Deposit or "time deposits" of up to \$100,000 are federally insured. Beyond that amount, these CDs must be collateralized with the collateral held separately from the issuing institution. The value of the investment must have collateral of at least 110 percent if government securities, or collateral of at least 150 percent if mortgage-backed securities. Statute does not limit CDs, however, this Investment Policy shall limit such investments to a maximum of 40 percent of the portfolio and to a maximum of 15 percent deposited in any one institution. In addition, time deposits shall be placed in institutions meeting all capital requirements and rated in the "A" category or higher by Moody's or Standards & Poor's.

Repurchase Agreements: The City may invest in repurchase agreements with banks and dealers of primary dealer status recognized by the Federal Reserve with which the City has entered into a master repurchase contract which specifies terms and conditions of repurchase agreements. The maturity of repurchase agreements shall not exceed 365 days. The market value of securities used as collateral for repurchase agreements shall be monitored by the City and will not be allowed to fall below 102 percent of the value of the repurchase agreement.

The City may enter into Reverse Repurchase Agreements with no greater than 20 percent of the portfolio. The maturity of Reverse Repurchase Agreements may not exceed 92 days. The underlying securities must have been owned by the City for at least 30 days. Investments in Reverse Repurchase Agreements in which the City sells securities prior to purchase may be made only upon prior approval of the City Council.

Medium Term Notes: A maximum of 30 percent of the City's portfolio may be invested in medium-term notes issued by corporations organized and operating with the United States. Note maturities may not exceed five years. Securities eligible for investment must be rates in a rating category of "A" or its equivalent or better by a nationally recognized rating service (i.e. Moody's or Standard & Poor's).

Money Market Accounts: Shares of beneficial interest (mutual funds) issued by diversified management companies investing in securities/obligations authorized by California Government Code Sections 53600, et. seq., and complying with Section 53630, are permitted investments. Section 53601 (k) further defines requirements. A maximum of 15 percent of the portfolio may be so invested.

Local Agency Investment Fund (LAIF): the Local Agency Investment Fund has been established by the State Treasurer for the benefit of local agencies. The City may invest up to the maximum permitted by the LAIF.

Ineligible Investments: Investments not described herein, including but not limited to common stocks and financial futures contracts and options, are prohibited in this fund. Additionally, the Treasurer shall not invest in reverse floaters, range notes, or interest only strips that are derived from a pool of mortgages, nor may the treasurer invest in any security that could result in zero interest accrued if held to maturity.

U.S. Government and agency paper and repurchase agreements are the highest quality investments available in terms of safety and liquidity. Certificates of deposit, savings accounts and bankers acceptances are insured or collateralized and are high quality. Most investments are highly liquid with the exception of collateralized certificates of deposit held by banks and savings and loans.

The City attempts to obtain the highest yield obtainable when selecting investments, provided that criteria for safety and liquidity are met. Investment media and maturities are selected to ensure that money is always available when needed. Investment income is shared by the General Fund and restricted funds proportionately.

GUIDELINES

The City will not invest in any bank or savings institution less than five years old.

The institution must maintain a net worth to asset ratio of at least 3% and have a positive earnings record.

The City may request a current EDIC Call report (banks) or FHLB report to have on file for evaluation.

The institution must be located in California.

Certificates of deposit will be FDIC or FSLC insured for fully collateralized, generally at 110% of principal with government securities.

The City will require monthly or quarterly investment payments by the institution and will limit investments to \$500,000.00 in savings and loans, small banks and credit unions.

SAFEKEEPING

Securities purchased from Broker/dealers are held in third party safekeeping by the trust department of the City's bank or other designated third party trust, in City's name and control, whenever possible. Third party safekeeping includes Federal Reserve Bank Treasury Direct Accounts.

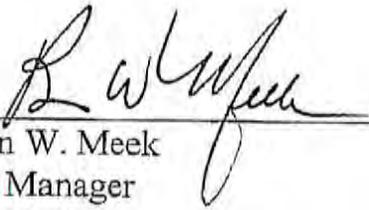
CITY CONSTRAINTS

The City of Yreka operates its surplus fund investments under the Prudent Man Rule. This guide affords a broad spectrum of investment opportunities so long as the investment is deemed prudent and permissible under currently effective legislation of the State of California and other imposed legal restrictions.

The City strives to maintain the level of investment of all funds as near 100% as possible, through projected cash flow determinations. Surplus funds management and investment transactions are the responsibility of the City Treasurer.

The basic premise underlying the City's investment philosophy is, and will continue to be, to insure that money is always safe and available when needed.

Date: July 17, 2008



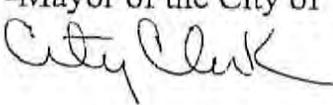
Brian W. Meek
City Manager



Michael S. Pavlik, City Treasurer

Approved by motion of the Yreka City Council at its meeting held July 17, 2008



Mayor of the City of Yreka




CITY OF YREKA

To: Yreka City Council

Prepared by: Rhett Hogan, Finance Director ²

Agenda title: Discussion/Possible Action – That the Yreka City Council City Council authorize the City Manager to approve the agreement(s) to use Multi-Bank Securities, Inc (MBS) as a broker/dealer to conduct investment activities within the City’s approved investment policy.

Meeting date: April 21, 2016

DISCUSSION

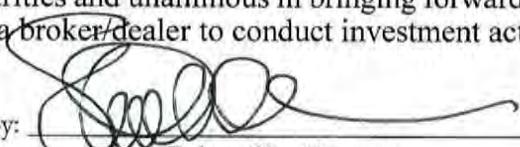
The City of Yreka invests funds that are not needed to meet current operating and capital requirements and to earn a reasonable rate of return, while at the same time, operating within the adopted investment policy. At present, the City mainly invests in the Local Agency Investment Funds (LAIF), where the current yield at LAIF has been between .28% and .47% over the past year.

There are however, additional investment options available to the City that can earn a higher rate of return, and staff recommends working with a broker-dealer. A broker-dealer can facilitate the identification of higher rate of return investment opportunities and the development of a laddered portfolio, while at the same time, operating within the City’s approved investment policy. Staff recommends working with Multi-Bank Securities, Inc. (MBS). MBS is an investment broker that serves the needs of municipalities throughout the United States and California to identify and secure investment opportunities. They have been in operation since 1988 and have a reputation for providing investment products that are appropriate for the agency and compliant with their investment policy. “MBS is an institutional fixed-income securities broker-dealer committed to earning and preserving the respect of our customers by meeting their investment goals with personal service, institutional investment expertise and progressive technologies.”

MBS also utilizes eConnect Direct (also attached). EConnect Direct is an on-line tool that provides information on investment offerings by type and a variety of investment classes. It enables advanced filters to effectively search and compare the market place and more efficiently conduct investment activities. It also provides several investment reports and tracks investment transactions.

In talking to Wayne Hammer, the Siskiyou County Treasurer, who uses Multi-Bank Securities and the Econnect Direct platform for investment, he found the product to be very useful. Both Wayne and I commented that there are no comparable products or offerings for an etrading platform (Bloomberg view), investment history and portfolio management tool.

On March 7, 2016, the Investment and Audit committee met to discuss and review the proposal from MSB Securities and unanimous in bringing forward agreements for use of Multi-Bank Securities, Inc (MBS) as a broker/dealer to conduct investment activities

Approved by: 
Steven Baker, City Manager

Attached is the Multi-Bank Securities, Inc Municipal Due Diligence Packet (Attachment 1), references for your information (Attachment 2), application/forms (Attachment 3) and their eConnect Direct agreement (Attachment 4). The required forms and the eConnect Direct agreement have been reviewed by the City Attorney.

FISCAL IMPACT

Approval to conduct business with MBS will not be a cost to the City.

CITY COUNCIL GOAL

Maximize investment earnings while ensuring the safety and liquidity of the City's assets.

RECOMMENDATION

It is recommended that the Yreka City Council/Agency Board authorize the City Manager to approve the agreement with Multi-Bank Securities Inc as a broker/dealer to conduct investment activities within the City's approved investment policy.

ATTACHMENTS

- Attachment 1 - MBS Municipal Due Diligence Packet
- Attachment 2 - References of Other MBS Users
- Attachment 3 - Account Application and Non-Corporate Resolution Form
- Attachment 4 - eConnect Direct Agreement



SAMPLE OF CALIFORNIA MUNICIPALITIES THAT HAVE AN ACCOUNT WITH MBS

Alpine Fire Protection District
Central Basin Municipal Water District
City of Azusa
City of Brawley
City of Carlsbad
 City of Clovis
 City of Commerce
City of El Segundo
City of Elk Grove
City of Exeter
City of Fillmore
 City of Folsom
 City of Fresno
City of Gardena
City of Glendale
City of Hawthorne
 City of Hercules
 City of Hermosa Beach
City of Hollister
 City of Hughson
City of Indian Wells
City of La Mesa
City of La Verne
City of Laguna Beach
City of Lemon Grove
City of Los Alamitos
City of Moorpark
City of Oxnard
 City of Pinole
City of Pismo Beach
City of Porterville
 City of Redlands
 City of Reedley
City of Richmond
City of Riverbank
 City of Riverside
 City of San Bernardino
 City of Shafter
 City of Signal Hill

City of Stanton
 City of Taft
City of Torrance
City of Vista
City of Walnut Creek
 City of Woodlake
 Community Development Commission
Costa Mesa Sanitary District
Cosumnes Community Services District
County of Butte
County of Del Norte
County of Humboldt
County of Imperial
County of Inyo
County of Modoc
County of Mono
County of San Joaquin
County of San Luis Obispo
County of Santa Cruz
County of Siskiyou
County of Solano
County of Tehama
County of Tuolumne
Delta Diablo Sanitation District
Diablo Water District
Eastern Municipal Water District
Helix Water District
Imperial Irrigation District
Inland Empire Utilities Agency
Lakeside Water District
Mesa Water District
 Northern Inyo County Local Hospital District
 Port of Los Angeles
Sacramento Metropolitan Fire District
San Pasqual Band of Digueno Mission Indians
 Sierra Kings District Hospital
Town of Loomis
Vallecitos Water District
 Westborough Water District

Municipalities in **bold** represent counties currently using eConnectDirect®.
 Please contact your MBS account representative for contact information if needed.

ADDRESS 1000 Town Center, Suite 2300
 Southfield, Michigan 48075
 PHONES 800.967.9045
 248.291.1100
 FAXES 248.291.1101

2400 East Commercial Boulevard, Suite 812
 Ft. Lauderdale, Florida 33308
 800.967.9045
 954.351.6930
 954.351.9197

Member of FINRA & SIPC; MSRB Registered.
 A Veteran-Owned Business





I. IDENTIFICATION OF QUALIFIED INTERMEDIARY / WITHHOLDING ENTITY

LEGAL NAME OF ORGANIZATION: _____

TYPE OF ORGANIZATION: _____

ACCOUNT NUMBER: _____

Be it resolved that each of the following has been duly elected or appointed and is now legally holding the title set opposite his/her name.

_____	_____
(Name of Authorized Person)	(Title)
_____	_____
(Name of Authorized Person)	(Title)
_____	_____
(Name of Authorized Person)	(Title)

II. CERTIFICATION

I, _____ of
(Name and Title of Officer or Partner signing this Non-Corporate Resolution)

_____ hereby certify that said organization is duly and legally
(Name of Organization)

organized and existing and that a quorum of the _____
(Name of Governing Body of Organization)

of said Organization attended a meeting duly held on the _____ day of _____, 20____

at which the following resolutions were duly adopted, and that such resolutions are in full force and effect on this date and

do not conflict with the _____ of said organization.
(Name of Governing Rules)

I further certify that I have the authority to execute this Non-Corporate Resolution on behalf of said Organization, and that

the _____ of the Organization which took the action called for by the
(Name of Governing Body of Organization)

resolutions annexed hereto has the power to take such action.

*SIGNATURE: _____ DATE: _____

TITLE: _____

*The signer should be someone other than one of the authorized person(s) named above. However, if signed by an authorized person named above, the Fed Wire Letter of Authorization and/or ACH Authorization Agreement must be signed by an authorized person other than the signer of this document.

III. RESOLUTIONS

Certified Copy Of Certain Resolutions by the Governing Body of Said Organization Whereby the Establishment and Maintenance of Accounts Have Been Authorized.

RESOLVED –

FIRST: That the named Authorized Persons of this organization or _____ or _____ be and they hereby are, and each of them is, authorized and empowered, for and on behalf of this organization (herein called the "Organization"), to establish and maintain one or more accounts with Multi-Bank Securities, Inc. (herein called the "Brokers") and Pershing LLC, its successors or assigns, and for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of or realizing upon, and generally dealing in and with;

(a) THIS PARAGRAPH PERMITS CASH TRANSACTIONS IN SECURITIES

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, chooses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise;

(b) THIS PARAGRAPH PERMITS CASH AND MARGIN TRANSACTIONS IN SECURITIES

any and all forms of securities including, but not by way of limitation, shares, stocks, options, stock options, stock index options, foreign currency options and debt instrument options, bonds, debentures, notes, scrip, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, chooses in action, evidence of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise; and margin transactions, including short sales;

The fullest authority at all times with respect to any such commitment or with respect to any transaction deemed by any of the said Authorized Persons and/or agents to be proper in connection therewith is hereby conferred, including authority (without limiting the generality of the foregoing) to give written or oral instructions to the Brokers with respect to said transactions; to bind and obligate the Organization to and for the carrying out of any contract, arrangement, or transaction, which shall be entered into by any such Authorized Persons and/or drafts drawn upon the funds of the Organization such sums as may be necessary in connection with any of the said accounts to deposit funds with the Brokers; to deliver securities and/or contracts to the Brokers; to order the transfer or delivery thereof to any other person whatsoever, and/or to order the transfer record of any securities, or contracts, or titles, to any name selected by any of the said Authorized Persons or agents; to affix the Organization's seal to any documents or agreements, or otherwise; to endorse any securities and/or contracts in order to pass title thereto; to direct the sale or exercise of any rights with respect to any securities; to sign for the Organization all releases, powers of attorney and/or other documents in connection with any such account, and to agree to any terms or conditions to control any such account; to direct the Brokers to surrender any securities to the proper agent or party for the purpose of effecting any exchange or conversion, or for the purpose of deposit with any protective or similar committee, or otherwise; to accept delivery of any securities, to borrow money and securities, if applicable, and to secure repayment thereof with the property of the Organization; to appoint any other person or persons to do any and all things which any and all things which any of the said Authorized Persons and/or agents is hereby empowered to do, and generally to do and take all action necessary in connection with the account, or considered desirable by such Authorized Persons and/or agents with respect thereto.

SECOND: That the Brokers may deal with any and all of the persons directly or indirectly by the foregoing resolution empowered, as though they were dealing with the Organization directly.

THIRD: That the person signing this Non-corporate Resolution on behalf of the Organization be and hereby is authorized, empowered and directed to certify to the Brokers:

- (a) a true copy of these resolutions;
- (b) specimen signatures of each and every person by these resolutions empowered;
- (c) a certificate (which, if required by brokers, shall be supported by an opinion of the general counsel of the Organization, or other counsel satisfactory to the Brokers) that the Organization is duly organized and existing, that its governing rules empower it to transact the business by these resolutions defined, and that no limitation has been imposed upon such powers by the governing rules of the Organization or otherwise.

FOURTH: That the Brokers may rely upon the certified copy of the resolutions, specimen signatures, and certificate, as continuing fully effective unless and until the Brokers shall receive due written notice of change or rescission, and the dispatch or receipt of any other form of notice shall not constitute a waiver of this provision. nor shall the fact that any person hereby empowered ceases to be an Authorized Person of the Organization or becomes an Authorized Person under some title, in any way affect the powers hereby conferred, but the failure to supply any specimen signature shall not invalidate any transaction where the party authorizing the same has been actually empowered thereto by or in conformity with these resolutions.

FIFTH: That in the event of any change in the office of powers of persons hereby empowered, an Authorized Person shall certify such changes to the Brokers in writing in the manner herein above provided, which notification, when received, shall be adequate both to terminate the powers of the persons therefore authorized, and to empower the persons thereby substituted.

SIXTH: That the Authorized Persons of the Organization be, and hereby is, authorized and empowered to countersign items as aforesaid.

SEVENTH: That the foregoing resolutions and the certificates actually furnished to the Brokers by the Authorized Person of pursuant thereto, be and they hereby are made irrevocable until written notice of the revocation thereof shall have been received by the Brokers.

CASH ACCOUNT APPLICATION

I (We) would like to open a brokerage account with Multi-Bank Securities, Inc. to be carried by Pershing. ACCOUNT INFORMATION (NOTE: ALL INFORMATION MUST BE COMPLETED.) PLEASE TYPE OR PRINT



MULTI-BANK SECURITIES, INC.[®]

Account Information	ACCOUNT NAME		SOC. SEC. OR TAX I.D. NO.	
	BUSINESS ADDRESS	CITY	STATE	ZIP
	ATTENTION			
	BUSINESS PHONE	MAIL TO (Check one)		U.S. ENTITY
	FAX	<input type="checkbox"/> Business <input type="checkbox"/> Mailing <input type="checkbox"/> P.O. Box		<input type="checkbox"/> Yes <input type="checkbox"/> No
	MAILING ADDRESS (If different than Business Address)	CITY	STATE	ZIP
ATTENTION				
HAVE YOU GRANTED TRADING AUTHORIZATION TO ANOTHER PARTY?				
<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Request Trading Authorization Form and provide name of agent _____				

Bank or Brokerage Reference	NAME OF FIRM	BRANCH AND ACCOUNT NUMBER

Account Type

CASH (Customer Agreement on reverse side of this application)
 MARGIN (Request Margin and truth in Lending Agreements)

LLC Trust (Trustee Certification Required)
 Partnership Corporation (Request Form)
 Option Other (Specify) _____

Investment Profile	INVESTMENT OBJECTIVE	RISK TOLERANCE
	<input type="checkbox"/> Income: An investment approach in which an investor generally seeks current income over time.	<input type="checkbox"/> Low
	<input type="checkbox"/> Long-Term Growth: An investment approach in which an investor generally seeks capital appreciation through buying and holding securities over an extended period of time.	<input type="checkbox"/> Medium
	<input type="checkbox"/> Short-Term Growth: An investment approach in which an investor generally seeks short-term capital gains through buying and selling securities over a short period of time.	<input type="checkbox"/> High

Service Instructions	WHEN SECURITIES ARE SOLD:	DIVIDENDS
	<input type="checkbox"/> Hold Proceeds <input type="checkbox"/> Send Proceeds	<input type="checkbox"/> Hold <input type="checkbox"/> Send
WHEN SECURITIES ARE PURCHASED, THEY WILL BE HELD IN FIRM NAME _____		CONTACT YOUR BROKER FOR FREQUENCY OF "SEND"

Municipal Bond Offerings

Official Statements: Municipal bond offering official statements are available electronically at: <http://www.emma.msrb.org/>

Are you interested in hard copy delivery of Municipal Bond Official Statements for this account? Yes No

Taxpayer Certification

TAXPAYER CERTIFICATION: Under penalties of perjury, I certify that:

(1) the number shown on this form in Section III is my correct Social Security Number or Taxpayer Identification Number (or I am waiting for a number to be issued to me);
 (2) I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 (3) I am a U.S. citizen or other U.S. person (defined below).

CERTIFICATION INSTRUCTIONS: **You must check Item 2 above** if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. If you are an exempt payee (if you are unsure, ask us for a complete set of IRS instructions), write the words "Exempt Payee" here: _____

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: (a) An individual who is a U.S. citizen or U.S. resident alien, (b) A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, (c) An estate (other than a foreign estate), or (d) A domestic trust (as defined in Regulations section 301.7701-7).

The signature provided below is that of the primary account holder.

Signature: _____ Date: _____

Signatures

BY SIGNING THIS APPLICATION I (WE) ACKNOWLEDGE THE FOLLOWING: (1) THAT, IN ACCORDANCE WITH PARAGRAPH #8 OF THE CUSTOMER AGREEMENT, I (WE) AGREE IN ADVANCE TO ARBITRATE ANY CONTROVERSIES WHICH MAY ARISE WITH EACH OR BOTH OF US, (2) RECEIPT OF A COPY OF THE CUSTOMER AGREEMENT ON THE REVERSE SIDE OF THIS APPLICATION AND (3) THE INFORMATION PROVIDED ABOVE IS ACCURATE AND CORRECT.

SIGNATURE	DATE
▶	

For Office Use Only	ACCOUNT NO.	INTRODUCING REP. SIGNATURE	REP. NO.	DATE
	VERIFIED	BRANCH MGR. APPROVAL		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	DATE		

CUSTOMER ACCOUNT AGREEMENT

TO: Multi-Bank Securities (My Broker), and Pershing LLC (Pershing)

Pershing will be responsible for the following: (1) receiving and delivering customer funds and securities; (2) safekeeping customer funds and securities using **ordinary care** (while they are in Pershing's possession or control) in, which, for purposes of this document, ordinary care means the degree of care, which an ordinarily prudent and competent person engaged in the same line of business or endeavor should exercise under similar circumstances in accordance with the rules and regulations of the Securities and Exchange Commission and The Financial Industry Regulatory Authority and segregating such funds and securities as required by applicable law (3) preparing and transmitting to the customer confirmation of trades; and (4) preparing and transmitting to the customer account statements.

1. The client executing this Agreement agrees as follows with respect to the Account I have established with you for the purchase, sale or carrying of securities or contracts relating thereto and/or the borrowing of funds.
2. All transactions for my Account shall be subject to the constitution, rules, regulations, customs and usages of the exchange or market (and Pershing, if any) where executed.
3. The client executing this Agreement agrees that, in giving orders to sell, all "short" sale orders will be designated as "short," and all "long" sale orders will be designated as "long," and that the designation of a sell order as "long" is a representation on my part that I own the security, and if the security is not in your possession or if it is then impracticable to deliver the security to you forthwith, that I will deliver it as soon as possible.
4. Reports of the execution of orders and statements of my account shall be conclusive if not objected to within five days and ten days, respectively, after transmittal to me by mail or otherwise.
5. At any time and from time to time you may, at your discretion, without notice to me, apply and/or transfer any securities, commodities, contracts relating thereto, or any other property or equity therein, interchangeably between any of my accounts, whether individual or joint and from any of my accounts to any account guaranteed by me.
6. In consideration of your carrying my account with a Post Office Box Address, or your sending any mail to me in care of a third party, I hereby agree that "all correspondence of any nature whatsoever" sent to me in such address will have the same force and effect as if it had been delivered to me personally. I have listed my permanent address on the New Account Application.
7. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.
8. **This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:**
 - a. **All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
 - b. **Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
 - c. **The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
 - d. **The arbitrators do not have to explain the reason(s) for their award.**
 - e. **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
 - f. **The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases a claim that is ineligible for arbitration may be brought in court.**
 - g. **The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement. The undersigned agrees, and by carrying and/or introducing an account of the undersigned you agree, that all controversies which may arise between us, including but not limited to those involving any transaction or the construction, performance, or breach of this or any other agreement between us, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be conducted before the New the Financial Industry Regulatory Authority, ("FINRA"), and in accordance with its rules then in force. I may elect in the first instance whether arbitration shall be conducted before FINRA, but if I fail to make such election, by registered letter or telegram addressed to you at your main office, before the expiration of five days after receipt of a written request from you to make such election, then you may make such election. Judgment upon the award of arbitrators may be entered in any court, state or federal, having jurisdiction. Class-action matters are excluded from arbitration proceedings conducted by the FINRA. Therefore, it is further agreed that the parties to this agreement shall not bring a putative or certified class-action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class-action; or who is member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.**
9. Investment Objective Definitions: **Capital Preservation** - a conservative investment strategy characterized by a desire to avoid risk of loss; **Income** - strategy focused on current income rather than capital appreciation; **Growth** - investing in stocks with strong earnings and/or revenue growth or potential; **Speculation** - taking larger risks, usually by frequent trading, with hope of higher than-average gain. All strategies involve various types and levels of risk, the most common of which are market, credit, inflation, business and interest rate.
10. This Agreement and its terms shall be binding upon Client's successors, administrators, liquidator, receiver, trustee, assignee, custodian, conservator or other similar official ("successors"). In the event of Client's insolvency or bankruptcy whether or not any successors of its assets shall have qualified or been appointed, until Pershing and My Broker has written notice of Client's insolvency or bankruptcy Pershing and My Broker may continue to operate as though Client were solvent and not bankrupt and Pershing and My Broker may liquidate its Account WITHOUT PRIOR WRITTEN NOTICE TO OR DEMAND upon its successors. This Agreement shall inure to the benefit of Pershing's and My Broker's successors and assigns, whether by merger, consolidation or otherwise (and Pershing and My Broker may transfer Client's Account and this Agreement to any such successors and assigns) WITHOUT NOTICE. Client may not assign its rights or delegate duties under this Agreement without Pershing's and My Broker's consent.



User Agreement

Contact Information

Primary Point of Contact	Peter Yanez	pyanez@mbssecurities.com	(855) 928-0111
Technical Point of Contact	Marti Raymus	mraymus@mbssecurities.com	(888) 857-3956
Senior Vice President	Tim Peacock	tpeacock@mbssecurities.com	(800) 967-9041

Powered by Multi-Bank Securities, Inc.
1000 Town Center, Suite 2300
Southfield, MI 48075
800-967-9052



LICENSING AGREEMENT

This Agreement is between:

Multi-Bank Securities, Inc. (MBS)
1000 Town Center, Suite 2300
Southfield, Michigan 48075

and

City of Yreka
ACCOUNT HOLDER
701 Fourth Street
STREET ADDRESS
Yreka, CA 96097
CITY, STATE, ZIP

This contract governs your use of services, ability to post deposit rates, and access to inventory offered by eConnectDirect®, a registered trademark of Multi-Bank Securities, Inc. and related commerce, products and services corresponding to your access to eConnectDirect.com. You may need to execute additional agreements or provide MBS account numbers if you request additional Opt-in Services in conjunction with your unique eConnectDirect® user name and password. "Opt-in Services" refers to additional trading functionality and supportive services provided through eConnectDirect® or Multi-Bank Securities, Inc.

The terms "MBS," "we," "us" and "our" refer to Multi-Bank Securities, Inc. The terms "Subscriber," "you" and "your" refer to the undersigned Account Holder and additional users identified in Schedule A. The term "eConnectDirect® CD" (also known as "Physical CD" or "Listing Service" Deposits) refers to CDs which are transacted directly between the issuing institution and investing entity through eConnectDirect®. The term "Securities," generally refers to all other assets purchased or viewed on eConnectDirect® that are NOT eConnectDirect® CDs. All Securities (ie: Bonds, DTC Eligible CDs) will have a corresponding CUSIP number and funds will be settled into a user selected Securities account (Cash or Delivery Versus Payment "DVP"). If your preferred safekeeping agent, is something other than a Pershing LLC account, originated through Multi-Bank Securities, Inc., delivery and settlement instructions ("DVP Instructions"), must be provided prior to gaining access to security's inventory monitors.

User Access Start Date

Start Date: ___/___/_____

Your user access and all other rights under this eConnectDirect® Licensing Agreement will commence on the "Start Date" listed above if we have received from you a signed copy of this agreement and a complete set of all duly executed settlement documents required to purchase or issue a CD or security.

Modification/Cancellation

MBS reserves the right to:

- modify or cancel any feature of eConnectDirect® at any time.
- discontinue user access at anytime for any reason, without penalty, with 30 days written notice, or
- immediately suspend user access at anytime as provided below.

Subscriber reserves the right to:

- discontinue any or all eConnectDirect® services at anytime for any reason, without penalty, by providing written notice to MBS.

All changes to the terms, conditions, fees, representations and warranties related to this agreement will be distributed in writing for signature, email consent or online confirmation. If at any time you find these terms unacceptable and do not agree with them, you can let us know that you would like to discontinue your user access without penalty.

ACCOUNT ADMINISTRATION:

The Account Administrator is responsible for maintaining the account profile and approving/assigning additional users and account access. The additional users need to be identified on Schedule A – Authorized User List. All users will be assigned a unique user name and password and will be required to acknowledge and accept the terms, conditions and licensing agreement pertaining to the use of eConnectDirect® upon initial login.

Account Administrator Name: Rhetta Hogan
 Title: Finance Director
 Phone: (530) 841-2386
 Email: rhetta@ci.yreka.ca.us

Secondary Contact Name: _____
 Title: _____
 Phone: _____
 Email: _____

Licensing/User Fees:

Any applicable licensing fees will be disclosed per Schedule B -Licensing Fee Schedule of this agreement and will be billed annually, payable on the anniversary of the user access start date and are NON-REFUNDABLE. You will not be liable for any increase in licensing fees or new fees related to your access to eConnectDirect® unless you agree to such change in writing or other authenticated means.

MBS is not responsible for any fees incurred or charged in relationship to an eConnectDirect® CD transaction by the issuing bank, settlement/wire fees, safekeeping charges by your securities' custodian or any other fees related to the purchase, issuance, settlement, or safekeeping of products offered through eConnectDirect®. You are responsible for all such fees. Any applicable fees or selling concessions related to the issuance of DTC eligible CDs are disclosed at the time of trade and per the terms of an executed terms agreement and related Brokerage Agreement.

Account Classification and user access: (Additional documentation may need to be submitted depending on your user access request(s))

Institution Classification City

User Access

- Investor
 - Securities
 - Listing Service Deposits (eConnectDirect® CDs) (Exhibit C Required)
- Issuer
 - DTC Eligible CDs (Brokerage Agreement Required)
 - Listing Service Offerings (eConnectDirect® CDs) (Exhibit C Required)
- Securities Safekeeping Agent
 - Pershing LLC (Only to be used if originated by Multi-Bank Securities)
 - DVP (Delivery-versus-Payment) (Delivery instructions Required)

Proprietary Rights in the eConnectDirect Software and Database:

Restrictions on Use: SUBSCRIBER AGREES THAT IT WILL NOT PERMIT ANY OTHER PERSON INCLUDING, BUT NOT LIMITED TO, ANY INSTITUTION, BROKER OR BUSINESS OF ANY TYPE, ACCESS TO THE SOFTWARE AND DATABASE.

License Limitations:

This eConnectDirect® Licensing Agreement allows access to eConnectDirect® using a computer and/or web access by a user from any approved browser. Subscriber agrees not to modify, adapt or translate, disassemble, decompile, reverse engineer or otherwise attempt to discover the source code of the software. Subscriber further agrees not to sublicense, assign, transfer, distribute, pledge, lease, rent or share any rights under this license except with prior written permission from MBS.

Transaction Settlements:

Subscriber agrees to pay for, settle on, deliver or make whole on any approved transaction(s) processed through eConnectDirect® or Multi-Bank Securities, Inc. Failure to pay for a purchase, delivery on a sell or settle on an approved and accepted CD issuance, may result in an IMMEDIATE suspension or cancellation of this user agreement.

Immediate Suspension:

MBS may immediately suspend user access and all rights under this agreement if MBS has not received payment of the applicable License Fee within 30 days of invoice or MBS believes the Subscriber has or may violate MBS' proprietary rights or has or may breach any other provision of this agreement.

Warranty Disclaimer / Liability:

MBS makes no warranty of any kind, express or implied, regarding the timeliness, sequence, accuracy or completeness of data provided on eConnectDirect®. MBS will not be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential and/or incidental, arising out of or relating to your use of eConnectDirect®.

City of Yreka
Account Holder

Signature

Rhetta Hogan
Name

Finance Director
Title

Multi-Bank Securities, Inc.
Company

Signature

Tim Peacock
Name

Senior Vice President
Title

SCHEDULES, EXHIBITS & SUPPORTING DOCUMENTS

SCHEDULE A: AUTHORIZED USERS (NOTE: The Administrator must be listed)**

NAME	TITLE	PHONE	EMAIL
Rhetta Hogan	Finance Director	(530) 841-2386	rhetta@ci.yreka.ca.us

**Permissions, notifications and account access are set and maintained by the administrator upon login. Securities' trading authorization is only permitted to those approved by the account administrator and in confirmation with a submitted resolution of authorized signers

SCHEDULE B: LICENSING FEE(S)

Applicable licensing fees will apply

ALL FEES ARE PAYABLE WITHIN 30 DAYS OF INVOICE AND ARE NON REFUNDABLE;

eConnectDirect® Account Access (Including Securities): \$ 0.00 per year

eConnectDirect® CD Listing Services \$ N/A per year

Special Notes / Instructions:



Institutional Suitability Certificate
FINRA RULE 2111
Affirmative Indication by Institution – Exercising Independent Judgment

In connection with any recommended transaction or investment strategy by a registered broker-dealer, the undersigned acknowledges on behalf of the Institution named below that:

- 1. It is an "Institutional Account" as defined in FINRA Rule 4512(c); PLEASE CHECK THE APPROPRIATE BOX BELOW
(1) a Credit Union with total assets of \$50 Million or more...
(2) a bank, savings and loan association...
(3) an investment adviser...
(4) MBS will determine suitability...
2. It (1) is capable of evaluating investment risks independently...
3. MBS will be notified by the Institutional Account...
4. He or she is authorized to sign on behalf of the Institutional Account named below.

By signing this Certificate, the undersigned affirms that the above statements are accurate but does not waive any rights afforded under U.S. federal or state securities laws...

This Certificate shall apply with respect to all recommended transactions and investment strategies involving securities that are entered into by the "Institutional Account" named in this Certificate...

City of Yreka

Institutional Account Name

701 Fourth Street

Address

Yreka, CA 96097

City, State, ZIP

U.S. Tax ID / EIN (if applicable)

rhetta@ci.yreka.ca.us

Email Address

Signature of Authorized Signatory

Rhetta Hogan

Name of Authorized Signatory

Finance Director

Title of Authorized Signatory

Date

(530) 841-2386

Phone

ADDRESS 1000 Town Center, Suite 2300 Southfield, Michigan 48075
PHONES 800.967.9045 248.291.1100
FAX 248.291.1101

2400 East Commercial Boulevard, Suite 812 Ft. Lauderdale, Florida 33308
800.967.9045
954.351.6930
954.351.9197

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CITY OF YREKA

To: Yreka City Council
Prepared by: Rhetta Hogan, Finance Director 
Agenda title: Discussion/Possible Action – That the Yreka City Council appoint a budgetary review ad hoc committee
Meeting date: April 21, 2016

Discussion/Possible Action:

City staff has begun preparation of the City's bi-annual budget for fiscal years ending June 30, 2017 and 2018. As part of the budgetary process, City staff is recommending City Council input through a budget ad hoc committee to address concerns and issues arising from the budgetary review process. The Council may want to consider members of the audit and investment committee for purposes of the budgetary review process, and a member at large from the public.

The City continues to experience challenges of funding general fund capital outlay, road and street operations and general fund operations. Since 2010, the City has met its budgetary obligations through constriction of expenditures, e.g. staffing reductions and vacancies, service level reductions, and investment in cost savings technology. And though the overall US economy is stronger, revenue trends for the City remain in a low to no growth cycle, whereas the cost of operations has risen gradually.

Recommendation:

That the Yreka City Council appoint a budgetary review ad hoc committee.

Approved by



Steven Baker, City Manager



CITY OF YREKA
CITY COUNCIL AGENDA MEMORANDUM

To: Yreka City Council
Prepared by: Rhetta Hogan, Finance Director 
Agenda title: Discussion/Possible Action –Authorize the City Manager to Enter into an Agreement as outlined in the proposal dated April 7, 2016 from PACE Engineering to Update the City of Yreka’s Water and Wastewater Utility Rate Study
Meeting date: April 21, 2016

Discussion:

The State of California issued its Conservation Order letter dated December 22, 2015 to the City of Yreka, “*where the City of Yreka was ordered to pursue a rate study in compliance with California Proposition 218, with the goal of encouraging conservation as well as discouraging waste or overuse of water. The rate study shall be completed by February 2016 with a goal of implementing the new rate structure no later than the end of April 2016*”.

At the time City staff believed we could use the existing rate study with minor updating to provide backup to the rate increase to be considered by City Council. However, the City Attorney, Mr. Dohn Henion advised that since the City has not completed a rate study recently and given that the five year window has passed since the Prop 218 process in 2008. It appears now that the city is legally required to go through the entire rate adjustment procedure again with the notice to the ratepayers, the right to protest and the canvass by the City Clerk of those protests, and the public hearing process. In accordance with Article XIID of Section 6 of the California Constitution. Some sort of satisfactory study (usually a rate study) needs to be put together to show that the increase doesn’t exceed the cost of providing the service.

In 2008 the City implemented a rate study and Article XIID Section 6 of the California Constitution (Prop 218 mail protest and public hearing process) to increase rates, which provided for an annual cost of living index tied to the American Cities Municipal Cost Index. (Resolution 2717 Setting the Consumer Index for the Rates Established by Resolution 2712, and Resolution 2712 Revising Monthly Service Charges and Rates Charged for Water and Wasterwater and 2008 Water and Wastewater Rate Study that included the option of the 2008 City of Yreka Water and Wastewater Utility Rate study).

In 2013, the City brought forward to the City Council an updated utility rate study, as recommended from the 2008 rate study. The engineer’s report for the City of Yreka’s - Water and Wastewater Rate Study recommended structured rate increase of 2.5% based on projected construction costs inflation 3% and operating costs inflation (2%-4%) annually as necessary to meet operating, debt servicing, capital costs while maintaining adequate reserves. That study was reviewed but not approved at the City Council

meeting held June 6, 2013 and on July 18, 2013 the City Council further suspended any cost of living rate increase for fiscal year 2013-14. Without an approved rate study, the City did not conduct Prop 218 public hearing notice and mail protest in 2013.

The rate study proposal (attachment) from PACE Engineering outlines the steps taken in conjunction with City staff and Council to update the utility rates to reflect the cost of operations, debt servicing, capital needs and reserves.

Fiscal Impact:

The projected cost of the Water and Wastewater Utility Rate Study Updates is \$45,000. The table below shows the revenue history for base and consumptive water and base sewer revenues since 2009-2010.

Water and Wastewater Revenue Trends
Fiscal Year Ending June 30,

	2010	2011	2012	2013	2014	2015	2016 Budget	YTD 2016
Water Base Rate Revenue	1,060,257	1,253,638	1,411,787	1,460,102	1,516,977	1,508,014	1,500,000	1,143,415
Water Consumption Revenue	825,777	945,176	1,070,626	1,254,923	1,269,323	1,099,576	1,200,000	879,890
Total Water Rate Revenue	1,886,034	2,198,815	2,482,413	2,715,024	2,786,300	2,607,590	2,700,000	2,023,305
Sewer Rate (HE) Revenue	1,830,099	2,142,686	2,285,999	2,365,373	2,369,386	2,415,147	2,350,000	1,822,723

Recommendation and Requested Action:

Discussion/Possible Action –Authorize the City Manager to Enter into an Agreement as outlined in the proposal dated April 7, 2016 from PACE Engineering to Update the City of Yreka’s Water and Wastewater Utility Rate Study.

Attachments:

Approved by: 
Steven Baker, City Manager



April 7, 2016

69.30

SENT BY EMAIL ONLY

rhetta@ci.yreka.ca.us

Rhetta Hogan
Finance Director
City of Yreka
701 Fourth Street
Yreka, CA 96097

Dear Rhetta,

Subject: Water and Wastewater Utility Rate Study Updates

Per our recent discussions, the City desires to update its water and wastewater utility rate studies. For background, PACE assisted City staff with water and sewer utility rate studies in 2004 and updates in 2008 and 2013. The recommendations in the 2013 update were for annual "inflationary-type" increases between 1.5% and 2.5% for each utility. The City Council elected to not impose the new rate recommendations, and thus, the rates have been unchanged since 2013.

As we discussed, it is highly recommended that staff request the City Council to designate an ad hoc committee to be involved in development of the next rate study updates. I envision at least two meetings with the committee at the "conceptualization" stage and at the "draft findings" stage. Our approach to update the utility rate studies would, generally, be as follows:

1. Request Data from City: The following data is necessary to begin updating the previous draft study:
 - a. FY 2014-15 financial statements.
 - b. FY 2014-15 Budget for Water and Wastewater Funds, plus any future year budgets.
 - c. The following cash and reserve amounts for each fund on June 30, 2015:
 - i. Cash on hand
 - ii. Capital Improvement Fund
 - iii. Debt Service Reserve
 - iv. Short-lived Asset Reserve
 - d. City's CIP for Water and Wastewater Funds: It is our understanding City staff is working on preparing these plans. Using these plans and the projects identified during the previous rate study update, we will come up with CIPs for both utilities.

- e. Water consumption data, including account name, address, water consumption, and amount billed for each connection for each month between the dates of July 1, 2014 and June 30, 2015. Data in Excel is preferred.
2. PACE Update Financial Picture: Using the data provided in Item 1, PACE will update the Projected Revenue and Expenditures and Financial Plan spreadsheets. It is intended the budgeted revenue and expenses for FY 2015-16 will be used to project a financial plan for FY 2016-17 through FY 2020-21.
3. Water Consumption Rate Analysis: In order to evaluate revenue impacts by switching from an "increasing block" consumption rate to a "uniform block" consumption rate, it will be necessary to evaluate monthly water consumption data and various scenarios using historical water consumption. This effort will enable us to determine forecast revenue amounts based on a number of consumption rate scenarios.
4. PACE Prepare Draft Approach for Funding Capital Improvements: Using the City-generated CIPs, develop a draft approach to fund needed capital improvements through rates and long-term loans.
5. Host Meeting No. 1 with Ad Hoc Committee: Draft findings will be presented to the ad hoc committee for comments and discussion. The primary source of discussion will be how to fund capital improvements in both utilities.
6. PACE Revisions per Ad Hoc Committee Meeting: Based on comments from City staff and the ad hoc committee, PACE will revise the financial spreadsheets.
7. Host Meeting No. 2 with Ad Hoc Committee: A second ad hoc meeting will be conducted to review changes from the first meeting and hopefully, generate a palatable plan to write the report around and present to City Council.
8. PACE Prepare Draft Report: PACE will prepare a draft report of findings. The draft will be conveyed to City staff and the ad hoc committee for comments. After receipt of comments, the draft report will be modified and a presentation scheduled at a City Council meeting.
9. PACE Present Draft Findings at City Council Meeting: Conceivably, the City Council will approve the draft findings and direct staff to proceed with Proposition 218 proceedings.
10. PACE Attend One Town Hall or Public Meeting: PACE will attend one meeting in which the rate study findings are presented to the public before a Proposition 218 public hearing. It is not intended there will be any changes necessary to the rates as a result of this meeting.

11. PACE Attend Proposition 218 Public Hearing: PACE will attend the Proposition 218 public hearing to answer any questions or provide feedback at the direction of the City Council.

PROPOSED FEE

Our proposed fee for the scope of work described above is about \$45,000 and includes two ad hoc committee meetings and three additional public meetings, including the Proposition 218 public hearing. Additional meetings in Yreka would cost more, the amount dependent on the level of preparation, i.e. public meetings versus meetings with staff, etc. If the City desires a lower overall fee, it could eliminate some meetings and/or not perform the revenue analyses described in Item 3, above.

SCHEDULE

As we discussed, the City desires to have the studies wrapped up by mid-summer. I think that is possible, provided we receive requested information from the City by the end of April. Presumably, the City would approve the work at its April 21 council meeting. The first ad hoc committee meeting should occur in mid-May and the second by early June. The draft report would be provided by late June and City Council presentation scheduled for the council meeting on July 7.

Assuming Proposition 218 proceedings were authorized at this meeting, you would be looking at late August to implement new rates. This schedule could be brought forward a couple of weeks if the City can authorize the work soon and provide financial/CIP data to us within the next week.

We appreciate the opportunity to assist the City by performing the subject utility rate studies. Feel free to contact me if you have questions.

Sincerely,



Paul J. Reuter
Managing Engineer

PJR

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