

YREKA CITY COUNCIL  
AGENDA

August 21, 2014 – 6:30 P.M.

Yreka City Council Chamber 701 Fourth Street, Yreka, CA

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

PLEDGE OF ALLEGIANCE

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

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

1. Discussion/Possible Action - Consent Calendar: All matters listed under the consent calendar are considered routine and will be enacted by one motion unless any member of the Council wishes to remove an item for discussion or a member of the audience wishes to comment on an item. The City Manager recommends approval of the following consent calendar items:
  - a. Approval of Minutes of the meeting held August 12, 2014.
  - b. Approval/ratification of payments issued from August 7 through August 21, 2014.
  - c. Adopt Resolution approving requests associated with Special Event known as the Yreka Union High School District 2014 Yreka Elks Cross Country Invitational.
  - d. Adopt Resolution Approving requests associated with Yreka Chamber of Commerce Special Event to be held on September 13, 2014, known as the "Sizzlin September Car Show and Shine".
2. Discussion/Possible Action – Adopt Resolution authorizing execution of an Intergovernmental Agreement between the Karuk Tribe and the City of Yreka.
3. Discussion/Possible Action - Adopt Resolution approving request to use sound amplifying devices in Miner Street Park in conjunction with park reservation.
4. Discussion/Possible Action – Adopt Resolution consenting to an increase of residential rates for the collection of garbage in the City of Yreka.
5. Discussion/Possible Action – Fiscal Years 2014-2016 Budget:
  - a. Adopt Resolution setting forth the Appropriations Limit for the City of Yreka for Fiscal Year 2014 – 2015.
  - b. Adopt Resolution adopting the Budget for Fiscal Years 2014-2016.

- c. Adopt Resolution adopting the Budget for Fiscal Year 2014-2016 Fund 30-all Measure H Special Tax Fund, Fund 03 all the Volunteer Fire Department Benefit Fund, and Fund 01-210-0000 all expenditures of the Volunteer Fire Department.

6. Discussion/Possible Action – Swap of Mayor and Mayor Pro Tem Positions.

### City Manager Report

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

### **CLOSED SESSION:**

1. Conference with 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 – 2 - The names of the parties are not disclosed as it is believed that that to do so would jeopardize the City's ability to serve process or to conclude existing settlement negotiations to the City's advantage).

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

Adjournment.

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

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

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

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF  
YREKA AUGUST 7, 2014, ADJOURNED TO AUGUST 12, 2014

On the 12<sup>TH</sup> day of August 2014, the City Council of the City of Yreka met in the City Council Chambers of said City in adjourned session, and upon roll call, the following were present: Robert Bicego, Bryan Foster, Rory McNeil, and David Simmen. Absent – John Mercier.

Mayor Simmen announced that he would like to move the closed session back to the end of the agenda. Following Council discussion, Mayor Simmen moved to move the closed session to the end of the agenda.

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

Mayor Simmen thereupon declared the motion carried.

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

- a. Approval of Minutes of the meeting held July 10 and July 17, 2014.
- b. Approval/ratification of payments issued from July 17 through August 7, 2014

Councilmember Bicego requested the minutes of the July 17 meeting be pulled from the consent calendar, and voted on separately, as he was not in attendance at that meeting.

Following Council discussion, Councilmember Foster moved to approve the minutes of the July 10, 2014 meeting and the payments issued from July 17 through August 7, 2014 as submitted.

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

Mayor Simmen thereupon declared the motion carried.

Approval of the Minutes of the meeting held July 17, 2014.

Following Council discussion, Councilmember Foster moved to approve the minutes of the July 17, 2014 meeting as submitted.

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

Mayor Simmen thereupon declared the motion carried.

Update on Karuk Tribe Intergovernmental Agreement Negotiations.

City Manager Baker reported that the City and Tribe have made significant progress recently on the agreement negotiations and that an agreement may be ready to be voted on by the Tribe as early as Thursday August 14. If that happens, it is anticipated that the agreement could then be placed on the August 21, 2014 City Council agenda.

**CLOSED SESSION:**

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 – 2 - The names of the parties are not disclosed as it is believed that that to do so would jeopardize the City's ability to serve process or to conclude existing settlement negotiations to the City's advantage).

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

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

Attest:

\_\_\_\_\_  
 Mayor  
 Minutes approved by Council  
 Motion August 21, 2014

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

# Accounts Payable

## Computer Check Proof List by Vendor

User: lysandra  
Printed: 08/07/2014 - 8:46AM  
Batch: 00005.08.2014



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1187	LIEBERT, CASSIDY & WHITMORE			Check Sequence: 1	ACH Enabled: False
TRNG 8/13	TRNG 8/13 BOWLES	55.00	08/07/2014	01-200-0000-513-000	
	Check Total:	55.00			
	Total for Check Run:	55.00			
	Total of Number of Checks:	1			

A small, handwritten mark or signature in the bottom left corner of the page.

# Accounts Payable

## Void Check Proof List

User: lysandra  
 Printed: 08/08/2014 - 8:47AM



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task	Type	PONumber	Close PO?	Line Item
Vendor: 1250		FERGUSON ENTERPRISES #								
Check No: 103327		Check Date: 06/30/2014								
	3,500.00	97729	06/11/2014	INV 97729				000005474		1
24-320-0000-416-000	783.77	97729	06/11/2014	INV 97729				000005474		2
24-320-0000-450-000	7,193.50	412092	06/16/2014	INV 412092				000005473		1
70-500-0000-450-501										
Check Total:	11,477.27									
Vendor Total:	11,477.27									
Report Total:	11,477.27									

*Q*

# Accounts Payable

## Computer Check Proof List by Vendor

User: lysandra  
Printed: 08/11/2014 - 8:59AM  
Batch: 00007.08.2014



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1394	DANIEL FRALEY			Check Sequence: 1	ACH Enabled: False
RFND H2O	RFND 8/10/14 H2O PAYMENT	6.00	08/11/2014	30-000-0000-920-001	
RFND H2O	RFND 8/10/14 H2O PAYMENT	4.42	08/11/2014	31-000-0000-920-001	
RFND H2O	RFND 8/10/14 H2O PAYMENT	39.63	08/11/2014	70-000-0000-920-001	
RFND H2O	RFND 8/10/14 H2O PAYMENT	42.00	08/11/2014	80-000-0000-920-001	
	Check Total:	92.05			
	Total for Check Run:	92.05			
	Total of Number of Checks:	1			

# Accounts Payable

## Computer Check Proof List by Vendor

User: lysandra  
 Printed: 08/14/2014 - 10:16AM  
 Batch: 00008.08.2014



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1080	ARAMARK UNIFORM SERVICES INC			Check Sequence: 1	ACH Enabled: False
506-3131549	INV 506-3131549	45.68	08/22/2014	01-480-0000-525-001	
506-3145884	INV 506-3145884	45.68	08/22/2014	01-480-0000-525-001	
506-3160157	INV 506-3160157	45.68	08/22/2014	01-480-0000-525-001	
506-3174312	INV 506-3174312	45.68	08/22/2014	01-480-0000-525-001	
	Check Total:	182.72			
Vendor: 2217	TIMOTHY ASELTINE			Check Sequence: 2	ACH Enabled: False
1091	INV 1091	120.00	08/22/2014	01-200-0000-520-001	
	Check Total:	120.00			
Vendor: 1591	AT&T			Check Sequence: 3	ACH Enabled: False
9117828 7/14	ACCT 530 911-7828 615 4 7/14	199.56	08/22/2014	01-200-0000-517-000	
	Check Total:	199.56			
Vendor: 4301	AT&T CALNET 2			Check Sequence: 4	ACH Enabled: False
5614837	INV 5614837	178.97	08/22/2014	01-200-0000-517-000	
	Check Total:	178.97			
Vendor: 1023	BAXTER AUTO PARTS			Check Sequence: 5	ACH Enabled: False
3011217 7/14	ACCT 3011217 7/14	35.50	08/22/2014	70-500-0000-422-000	
3011217 7/14	ACCT 3011217 7/14	35.50	08/22/2014	70-500-0000-422-000	
	Check Total:	71.00			
Vendor: 1043	BUDGE-MCHUGH			Check Sequence: 6	ACH Enabled: False
136138	INV 136138	1,185.19	08/22/2014	70-500-0000-420-010	
136952	INV 136952	1,029.56	08/22/2014	70-500-0000-420-010	
137151	INV 137151	309.03	08/22/2014	70-500-0000-420-005	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	2,523.78			
Vendor: 1050	CAL-ORE COMMUNICATIONS INC			Check Sequence: 7	ACH Enabled: False
324000097 8/14	ACCT 324000097 8/14	206.85	08/22/2014	01-050-0000-517-005	
324000973 8/14	ACCT 324000973 8/14	99.00	08/22/2014	70-510-0000-517-005	
324001630 8/14	ACCT 324001630 8/14	99.00	08/22/2014	01-210-0000-517-005	
324001631 8/14	ACCT 324001631 8/14	150.00	08/22/2014	01-200-0000-517-005	
324004371 8/14	ACCT 324004371 8/14	400.00	08/22/2014	01-370-0000-517-005	
	Check Total:	954.85			
Vendor: 1057	CDW-G COMPUTING SOLUTIONS			Check Sequence: 8	ACH Enabled: False
NN82086	INV NN82086	911.83	08/22/2014	01-050-0000-516-000	
	Check Total:	911.83			
Vendor: 3643	CITY OF YREKA - WATER DEPT			Check Sequence: 9	ACH Enabled: False
13279 7/14	013279-000 7/14	6,348.72	08/22/2014	80-560-0000-518-003	
13280 7/14	013280-000 7/14	78.02	08/22/2014	01-370-0000-518-003	
16150 7/14	016150-000 7/14	208.72	08/22/2014	01-400-0000-518-003	
16165 7/14	016165-000 7/14	268.45	08/22/2014	01-400-0000-518-003	
17683 7/14	017683-000 7/14	148.98	08/22/2014	01-400-0000-518-003	
17825 7/14	017825-000 7/14	47.40	08/22/2014	01-400-0000-518-003	
17826 7/14	017826-000 7/14	379.20	08/22/2014	01-400-0000-518-003	
17827 7/14	017827-000 7/14	437.75	08/22/2014	01-400-0000-518-003	
17890 7/14	017890-000 7/14	78.02	08/22/2014	01-400-0000-518-003	
17947 7/14	017947-000 7/14	188.42	08/22/2014	01-400-0000-518-003	
17948 7/14	017948-000 7/14	7.42	08/22/2014	01-400-0000-518-003	
17949 7/14	017949-000 7/14	1,262.65	08/22/2014	01-400-0000-518-003	
17950 7/14	017950-000 7/14	1,998.13	08/22/2014	01-400-0000-518-003	
17951 7/14	017951-000 7/14	87.79	08/22/2014	01-400-0000-518-003	
17952 7/14	017952-000 7/14	295.86	08/22/2014	01-400-0000-518-003	
17953 7/14	017953-000 7/14	60.00	08/22/2014	70-510-0000-525-000	
17963 7/14	017963-000 7/14	36.61	08/22/2014	01-400-0000-518-003	
18636 7/14	018636-000 7/14	1,990.87	08/22/2014	01-400-0000-518-003	
19066 7/14	019066-000 7/14	2,573.12	08/22/2014	01-400-0000-518-003	
19244 7/14	019244-000 7/14	31.60	08/22/2014	01-400-0000-518-003	
19317 7/14	019317-000 7/14	49.54	08/22/2014	01-090-0000-518-003	
19532 7/14	019532-000 7/14	582.61	08/22/2014	81-550-3024-625-000	
19612 7/14	019612-000 7/14	175.68	08/22/2014	60-400-6009-615-003	
5406 7/14	005406-000 7/14	35.65	08/22/2014	01-400-0000-518-003	
5407 7/14	005407-000 7/14	91.59	08/22/2014	01-400-0000-518-003	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
6136 7/14	006136-000 7/14	57.27	08/22/2014	01-400-0000-518-003	
6327 7/14	006327-000 7/14	117.54	08/22/2014	01-200-0000-518-003	
6404 7/14	006404-000 7/14	975.96	08/22/2014	01-210-0000-518-003	
6420 7/14	006420-000 7/14	79.25	08/22/2014	01-210-0000-518-003	
6427 7/14	006427-000 7/14	185.23	08/22/2014	01-400-0000-518-003	
6529 7/14	006529-000 7/14	41.08	08/22/2014	01-400-0000-518-003	
6531 7/14	006531-000 7/14	31.60	08/22/2014	01-400-0000-518-003	
7488 7/14	007488-000 7/14	110.02	08/22/2014	01-020-0000-518-003	
7599 7/14	007599-000 7/14	62.22	08/22/2014	01-400-0000-518-003	
7603 7/14	007603-000 7/14	205.47	08/22/2014	01-400-0000-518-003	
9919 7/14	009919-000 7/14	821.67	08/22/2014	01-400-0000-518-003	
9919-001 7/14	009919-001 7/14	78.62	08/22/2014	01-400-0000-518-003	
	Check Total:	20,228.73			
Vendor: 1068	CL POPE CO			Check Sequence: 10	ACH Enabled: False
22926	INV 22926	16.80	08/22/2014	20-310-0000-510-000	
22926	INV 22926	16.80	08/22/2014	01-400-0000-510-000	
22926	INV 22926	16.80	08/22/2014	70-500-0000-510-000	
22926	INV 22926	16.79	08/22/2014	80-550-0000-510-000	
22953	INV 22953	44.23	08/22/2014	20-310-0000-510-000	
22953	INV 22953	44.23	08/22/2014	24-320-0000-510-000	
22953	INV 22953	44.23	08/22/2014	01-400-0000-510-000	
22953	INV 22953	44.23	08/22/2014	70-500-0000-510-000	
22953	INV 22953	44.23	08/22/2014	70-510-0000-510-000	
22953	INV 22953	44.23	08/22/2014	80-550-0000-510-000	
22953	INV 22953	44.23	08/22/2014	80-560-0000-510-000	
	Check Total:	376.80			
Vendor: 1077	COMPUTER LOGISTICS CORPORATION			Check Sequence: 11	ACH Enabled: False
63121	INV 63121	20.00	08/22/2014	01-200-0000-525-001	
63218	INV 63218	144.00	08/22/2014	01-200-0000-517-000	
63276	INV 63276	1,666.67	08/22/2014	01-200-0000-525-001	
	Check Total:	1,830.67			
Vendor: 10101	DEPT OF JUSTICE			Check Sequence: 12	ACH Enabled: False
48690	INV 48690	132.00	08/22/2014	01-200-0000-525-000	
	Check Total:	132.00			
Vendor: 2020	EFFICIENCY INC			Check Sequence: 13	ACH Enabled: False
1575	INV 1575	824.25	08/22/2014	01-200-0000-516-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	824.25			
Vendor: 1250	FERGUSON ENTERPRISES			Check Sequence: 14	ACH Enabled: False
418758	INV 418758	485.72	08/22/2014	70-500-0000-450-501	
	Check Total:	485.72			
Vendor: 1910	G & G HARDWARE (PARKS)			Check Sequence: 15	ACH Enabled: False
174360	INV 174360	4.83	08/22/2014	71-500-0000-450-001	
174368	INV 174368	31.83	08/22/2014	71-500-0000-450-001	
174532	INV 174532	32.23	08/22/2014	01-400-1028-516-000	
174635	INV 174635	9.01	08/22/2014	01-400-0000-416-000	
174764	INV 174764	1.61	08/22/2014	01-400-1028-516-000	
	Check Total:	79.51			
Vendor: 1911	G & G HARDWARE (PUBLIC WORKS)			Check Sequence: 16	ACH Enabled: False
174132	INV 174132	51.56	08/22/2014	01-400-0000-416-002	
174132	INV 174132	1.60	08/22/2014	01-400-0000-421-000	
174232	INV 174232	4.29	08/22/2014	01-080-0000-516-000	
174252	INV 174252	36.52	08/22/2014	01-200-0000-521-000	
174253	INV 174253	1.06	08/22/2014	01-200-0000-521-000	
174266	INV 174266	13.67	08/22/2014	70-500-0000-416-000	
174339	INV 174339	16.11	08/22/2014	24-320-0000-416-000	
174623	INV 174623	35.48	08/22/2014	24-320-0000-416-000	
174706	INV 174706	17.19	08/22/2014	01-370-0000-521-000	
174729	INV 174729	77.46	08/22/2014	70-500-0000-420-009	
174869	INV 174869	0.22	08/22/2014	01-080-0000-516-000	
174882	INV 174882	3.75	08/22/2014	01-400-0000-422-000	
174882	INV 174882	2.14	08/22/2014	01-400-0000-416-000	
	Check Total:	261.05			
Vendor: 2024	GERARD PELLETIER TRANSFER (FLEET)			Check Sequence: 17	ACH Enabled: False
2858	INV 2858 ACCT 45	12.00	08/22/2014	01-350-0000-416-001	
	Check Total:	12.00			
Vendor: 1139	GOVERNMENT FINANCE OFFICERS ASSN			Check Sequence: 18	ACH Enabled: False
TRNG 7/16	TRNG 7/16 HOGAN	85.00	08/22/2014	01-030-0000-513-000	
	Check Total:	85.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1015	HD FOWLER CO			Check Sequence: 19	ACH Enabled: False
I3701217	INV I3701217	47.91	08/22/2014	70-500-0000-416-009	
I3701217	INV I3701217	47.91	08/22/2014	70-500-0000-416-000	
	Check Total:	95.82			
Vendor: 2142	DOHN HENION			Check Sequence: 20	ACH Enabled: False
08/22/14	AUGUST 2014 (2)	1,250.00	08/22/2014	01-040-0000-525-001	
	Check Total:	1,250.00			
Vendor: 1430	KNIFE RIVER MATERIALS			Check Sequence: 21	ACH Enabled: False
348203	INV 348203	145.79	08/22/2014	20-310-0000-420-521	
348203	INV 348203	145.79	08/22/2014	70-500-0000-416-001	
348203	INV 348203	145.79	08/22/2014	80-550-0000-416-001	
348207	INV 348207	530.55	08/22/2014	20-310-0000-420-521	
348739	INV 348739	84.59	08/22/2014	20-310-0000-420-521	
348739	INV 348739	84.59	08/22/2014	70-500-0000-416-001	
348739	INV 348739	84.58	08/22/2014	80-550-0000-416-001	
348844	INV 348844	504.90	08/22/2014	20-310-0000-420-521	
	Check Total:	1,726.58			
Vendor: 1326	MARRONE CONSTRUCTION INC			Check Sequence: 22	ACH Enabled: False
PAY REQUEST #1	NORTH YREKA CREEK #1	78,910.80	08/22/2014	60-400-6009-615-003	
	Check Total:	78,910.80			
Vendor: 1203	MCMASTER-CARR			Check Sequence: 23	ACH Enabled: False
96586626	INV 96586626	299.83	08/22/2014	01-350-0000-521-000	
	Check Total:	299.83			
Vendor: 13Y6403	MEEK'S (PUBLIC WORKS)			Check Sequence: 24	ACH Enabled: False
745121	INV 745121	9.13	08/22/2014	01-400-0000-416-018	
745692	INV 745692	32.24	08/22/2014	01-200-0000-521-000	
745715	INV 745715	58.48	08/22/2014	71-500-0000-450-001	
746033	INV 746033	16.94	08/22/2014	01-400-0000-416-018	
746168	INV 746168	66.98	08/22/2014	70-500-0000-416-009	
746170	INV 746170	4.28	08/22/2014	70-500-0000-416-009	
746313	INV 746313	38.64	08/22/2014	70-500-0000-416-009	
748449	INV 748449	18.85	08/22/2014	01-400-1028-516-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	245.54			
Vendor: 2077	MERCHANTS CREDIT BUREAU			Check Sequence: 25	ACH Enabled: False
140731	INV 140731	0.47	08/22/2014	01-200-0000-525-000	
934140	INV 934140	275.00	08/22/2014	01-200-0000-525-000	
934402	INV 934402	15.50	08/22/2014	01-200-0000-525-000	
	Check Total:	290.97			
Vendor: 1432	MOUNTAIN READY MIX			Check Sequence: 26	ACH Enabled: False
9192	INV 9192	697.68	08/22/2014	71-500-0000-450-001	
	Check Total:	697.68			
Vendor: 1061	NIELSEN MERKSAMER PARRINELLO			Check Sequence: 27	ACH Enabled: False
147593	INV 147593	5,000.00	08/22/2014	01-040-0000-525-004	
	Check Total:	5,000.00			
Vendor: 16030	PACIFIC POWER			Check Sequence: 28	ACH Enabled: False
56810019 7/14	62665681-001 9 7/14	27.72	08/22/2014	70-520-0000-518-001	
56810027 7/14	62665681-002 7 7/14	263.45	08/22/2014	01-400-0000-518-001	
56810035 7/14	62665681-003 5 7/14	32,404.96	08/22/2014	70-510-0000-518-001	
56810043 7/14	62665681-004 3 7/14	24.64	08/22/2014	01-090-0000-518-001	
56810050 7/14	62665681-005 0 7/14	47.67	08/22/2014	01-370-0000-518-001	
56810068 7/14	62665681-006 8 7/14	881.01	08/22/2014	70-510-0000-518-001	
56810076 7/14	62665681-007 6 7/14	6,986.97	08/22/2014	20-312-0000-418-001	
56810100 7/14	62665681-010 0 7/14	509.19	08/22/2014	70-510-0000-518-001	
56810118 7/14	62665681-011 8 7/14	966.44	08/22/2014	01-210-0000-518-001	
56810142 7/14	62665681-014 2 7/14	171.27	08/22/2014	01-400-0000-518-001	
56810217 7/14	62665681-021 7 7/14	24.89	08/22/2014	01-230-0000-518-001	
56810233 7/14	62665681-023 3 7/14	877.04	08/22/2014	01-350-0000-518-001	
56810258 7/14	62665681-025 8 7/14	12,078.61	08/22/2014	80-560-0000-518-001	
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56810514 7/14	62665681-051 4 7/14	41.88	08/22/2014	20-312-0000-418-001	
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Vendor: 17014	QUILL CORPORATION			Check Sequence: 29	ACH Enabled: False
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4908562	INV 4908562	118.23	08/22/2014	01-200-0000-515-000	
	Check Total:	269.77			
Vendor: 2216	RAY MORGAN COMPANY			Check Sequence: 30	ACH Enabled: False
704949	INV 704949	48.40	08/22/2014	01-200-0000-526-000	
	Check Total:	48.40			
Vendor: 1143	RENTAL GUYS REDDING			Check Sequence: 31	ACH Enabled: False
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533910-2	INV 533910-2	140.41	08/22/2014	01-350-0000-520-000	
	Check Total:	232.65			
Vendor: 2187	SEAGRAVE FIRE APPARATUS LLC			Check Sequence: 32	ACH Enabled: False
86551	INV 86551	103.23	08/22/2014	01-350-0000-520-000	
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Vendor: 19100	SISKIYOU DAILY NEWS			Check Sequence: 33	ACH Enabled: False
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Vendor: 19102	SISKIYOU DISTRIBUTING			Check Sequence: 34	ACH Enabled: False
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11826	INV 11826	41.26	08/22/2014	01-200-0000-526-000	
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Vendor: 1333	STEINHOFF HEAVY EQUIPMENT & REPAIR			Check Sequence: 36	ACH Enabled: False
30862	INV 30862	103.20	08/22/2014	01-350-0000-520-000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
30863	INV 30863	32.90	08/22/2014	01-350-0000-520-000	
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Vendor: 1340	SYMBOL ARTS			Check Sequence: 37	ACH Enabled: False
217346-IN	INV 217346-IN	95.00	08/22/2014	01-200-0000-510-000	
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Vendor: 21027	UNITED PARCEL SERVICE			Check Sequence: 38	ACH Enabled: False
84V993304	INV 84V993304	12.99	08/22/2014	70-510-0000-420-001	
84V993304	INV 84V993304	26.56	08/22/2014	70-500-0000-416-000	
84V993314	INV 84V993314	5.67	08/22/2014	80-560-0000-420-001	
84V993314	INV 84V993314	6.74	08/22/2014	70-500-0000-416-000	
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Vendor: 1351	UNITED RENTALS NORTHWEST			Check Sequence: 39	ACH Enabled: False
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121216691-001	INV 121216691-001	88.69	08/22/2014	70-500-0000-422-000	
121216691-001	INV 121216691-001	88.69	08/22/2014	80-550-0000-422-000	
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Vendor: 1353	USA BLUE BOOK			Check Sequence: 40	ACH Enabled: False
404854	INV 404854	425.06	08/22/2014	70-500-0000-416-000	
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Vendor: 23008	WAL-MART COMMUNITY			Check Sequence: 41	ACH Enabled: False
000371	INV 000371	41.56	08/22/2014	01-230-0000-416-000	
003348	INV 003348	12.04	08/22/2014	01-200-0000-416-000	
003602	INV 003602	11.78	08/22/2014	01-200-0000-515-000	
007213	INV 007213	42.70	08/22/2014	01-200-0000-516-000	
	Check Total:	108.08			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	184,704.62			
	Total of Number of Checks:	41			



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

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To: Yreka City Council  
Prepared by: City Clerk  
Agenda title: Adopt Resolution approving requests associated with Special Event known as the Yreka Union High School District 2014 Yreka Elks Cross Country Invitational.  
Meeting date: August 21, 2014

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Discussion:

Pam Borg has submitted the attached request on the behalf of Yreka High School for the use of Lower Greenhorn Park and adjacent trails for their 2014 Yreka Elks Cross Country Invitational meet to be held September 12, 2014.

Fiscal Impact: Unknown. We do ask the High School to clean the areas after the event, however, the Public Works crew typically has to provide additional clean up after the event. The amount of time spent by public works on this additional clean up varies. Historically, all school events have been exempt from any fees and/or deposits relating to use of City Parks.

Recommendation and Requested Action:

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

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

  
Steven Baker, City Manager

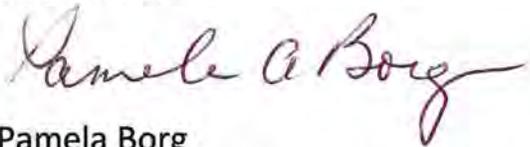
Yreka City Council  
C/O Steve Baker, City Manager/ Jeannette Hook  
701 Fourth Street, Yreka, Ca.

Re: Placement on the next Agenda/ 2014 Yreka Elks Cross Country Invitational

I'd like to be placed on the next agenda of the City Council Meeting on *August 21*, 2014 to discuss the approval for the Yreka Elks Invitational to take place on Friday, September 12<sup>th</sup>, 2014 from 11:00am – 7:00pm on the lower Greenhorn Park. I will need the use of the lower fields and picnic area and the park areas designated in the attached course map. I expect about 400 athletes and 150 spectators. The Yreka Elks Lodge #1980 will be servicing us with their Chuck Wagon, selling food and drinks as our lone vendor. We will need the use of the bathrooms and outside electricity.

Also, I'd like to request that the water be shut off on the soccer field the night before and the day of the event.

Thank You.



Pamela Borg

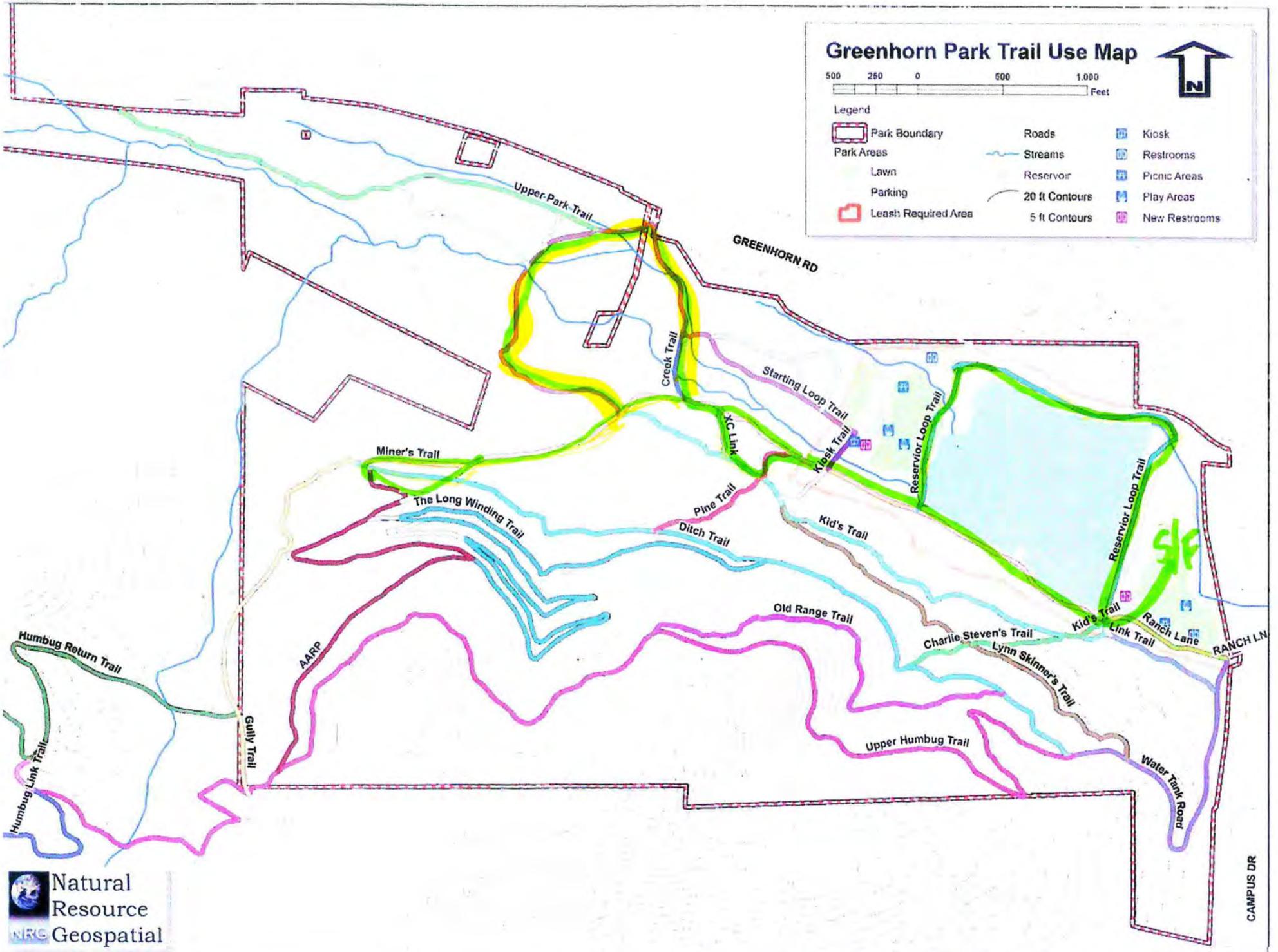
YHS CC Head Coach  
905-0700/ 842-7759

# Greenhorn Park Trail Use Map



## Legend

- |                     |                |               |
|---------------------|----------------|---------------|
| Park Boundary       | Roads          | Kiosk         |
| Lawn                | Streams        | Restrooms     |
| Parking             | Reservoir      | Picnic Areas  |
| Leash Required Area | 20 ft Contours | Play Areas    |
|                     | 5 ft Contours  | New Restrooms |



# Yreka Elks **XC** Invitational

**When-** September 12, 2014

**Location-** Greenhorn Park, lower parking entrance on Ranch lane

**Parking-** on Ranch Lane

**Coaches meeting:** 1:45pm (FINISH LINE TENT)- H. S Coaches that miss the meeting, a starting line box will be drawn for you. ( Box draw if more than 15 full teams)

**Race schedule:**

<b>2:00pm</b>	<b>Elementary/middle school girls</b>
<b>2:30pm</b>	<b>Elementary/middle school boys</b>
<b>3:00pm</b>	<b>Freshman Boys (4k)</b>
<b>3:30pm</b>	<b>Junior varsity girls (4k)</b>
<b>4:10pm</b>	<b>junior varsity boys (4k)</b>
<b>4:50pm</b>	<b>Varsity girls (top 7 only) (5k)</b>
<b>5:30pm</b>	<b>Varsity boys (top 7 only) (5k)</b>
<b>6:15pm</b>	<b>Chris Lopez Community Run -( 5k) free</b>

**Team awards to follow 30 min after the Varsity boys race  
Individual awards will be handed out in the chute.**

**Course:** The course starts and finishes on the grass. Mostly dirt trails with hills and creek bed crossings. Some pavement.

**++ please take precautions against bee stings++**

**Registration:** High school and Elementary school entries need to be entered through website Athletic.net, before September 4<sup>th</sup>-9:00pm

**Entry fees:** \$130 max per school or \$7.00 per individual/ \$5 Elem

**Make checks payable to:** Yreka HS Cross Country

**400 Preece Way, Yreka ,CA.96097**

**Yreka Elk's Chuck Wagon concession stand will be provided.**

**Contact: Meet Dir- Pamela Borg- hm 530- 842-7759/ 905-0700 cell**

**School -530-842-6151 ext. 280 School fax: 530) 841-0740**

RESOLUTION NO. 2014-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA  
APPROVING REQUESTS ASSOCIATED WITH SPECIAL EVENT KNOWN AS  
THE YREKA HIGH SCHOOL DISTRICT  
2014 YREKA ELKS CROSS COUNTRY INVITATIONAL**

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, Yreka High School, hereinafter referred to as "event sponsor" desires to sponsor the 2014 Yreka Elks Cross Country Invitational, on September 12, 2014, from 11 am to 7 p.m. at Lower Greenhorn Park, which is City property; and,

WHEREAS, event sponsor desires the exclusive use of Lower Greenhorn Park and adjacent trails for the 2014 Yreka Elks Cross Country Invitational event, and waiver of any use fees; 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, the Chief of Police has been consulted and is available for appropriate determinations and arrangements with the Yreka High School under Section 10.73.050 in connection with this event; and,

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

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

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

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

Section 2. The Council hereby orders:

a) Yreka High School, as event sponsor of the 2014 Yreka Elks Cross Country Invitational is granted the exclusive use of Lower Greenhorn Park and adjacent trail areas depicted on the map provided by the event sponsor, on September 12, 2014, from 11 am to 7 p.m., 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 premises of Greenhorn Park including all parking lots after the event, and shall comply with such other and further direction as may be given by the Public Works Maintenance Manager or his designee in connection with the event, or as provided in the Encroachment Agreement;

c) Permission is granted for the **Yreka Elks Lodge** and other food and beverage vendors if approved in writing by Yreka High School (event sponsor) to obtain daily business licenses to sell in a recreation area for this event. All vendors, including non-profit organizations, are required to obtain a City of Yreka Daily Business License for this specific event. The business license fee is \$5.00 per day. Non-profit organization/service groups may be eligible for a "fee waiver". Event sponsor will be responsible and hold harmless the City for acts of the vendors.

All other vendors must submit written approval from event sponsor giving permission to sell at the event along with 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 along with a separate endorsement naming the City of Yreka as additional insured specific to the event dates and location.

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 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, the Chief of Police; the Director of Public Works, the 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 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 21<sup>st</sup> day of August 2014, by the following vote:

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
David Simmen, Mayor

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



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**CITY OF YREKA  
CITY COUNCIL AGENDA MEMORANDUM**

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To: Yreka City Council  
Prepared by: City Clerk  
Agenda title: Discussion/Possible Action - Adopt Resolution approving requests associated with Yreka Chamber of Commerce Special Event to be held on September 13, 2014 known as the "Sizzlin September Car Show and Shine".  
Meeting date: August 21, 2014

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Discussion:

The Chamber of Commerce has submitted the attached request for their event known as the "Sizzlin September Car Show and Shine".

Fiscal Impact: The Chamber is requesting closure of a portion of W. Miner and Broadway street for the event. 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. 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: \_\_\_\_\_

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

Steven Baker, City Manager

# *Yreka Chamber of Commerce*

Tourist Information Center  
1000 S Main Street Yreka, CA 96097 | 530-842-1649

Steve Baker  
City Manger  
City of Yreka  
701 Forth St  
Yreka, CA 96097

August 5, 2014

Dear Steve,

The Yreka Chamber of Commerce would like to request the following road closures & special permits for Sizzlin September. The foot print looks to be similar to last year's event.

Sizzlin September, September 13, 2014

1. Miner and Broadway Closed- Miner from Oregon to Main- Broadway from Miner to Butte. Street closure will commence at 7am to 5pm.
2. Special Permit Request for Car Show
  - a. Yreka Chamber of Commerce 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.
  - b. The Car and Motorcycle Parade of Champions will be an open cruise and rules of the road are applicable. A suggested cruise map will be supplied to participants (From Oregon Street & Miner Street to Broadway, left on Center Street, right on Main Street, right on 4-H Way, then right on Oregon and back to Miner Street)

Thank you for your help,

Kory Hayden  
Executive Director

**Yreka Chamber of Commerce**  
1000 South Main Street  
530.842.1649  
info@yrekachamber.com

RESOLUTION NO. 2014-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA  
APPROVING REQUESTS ASSOCIATED WITH YREKA CHAMBER OF COMMERCE  
SPECIAL EVENT TO BE HELD ON SATURDAY SEPTEMBER 13, 2014 KNOWN AS THE  
“SIZZLIN SEPTEMBER CAR SHOW AND SHINE”

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 Sizzlin September Car Show and Shine; 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 Yreka Chamber of Commerce requests the closure of Miner Street between Oregon and Main Street and South Broadway from Miner Street to Butte Street from 7 am to 5 pm; 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 Miner Street between Oregon and Main Street and South Broadway from Miner Street to Butte Street between the hours of 7 am and 5 pm 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 that the Yreka Chamber of Commerce will be using the event to raise funds for funding the Chamber's local events; 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 September 13, 2014, Miner Street between Oregon and Main Street is ordered closed to through traffic; and South Broadway from Miner Street to Butte Street is ordered closed to through traffic for the Yreka Chamber of Commerce Car Show between the hours of 7 am to 5 pm; subject to the terms and conditions as set forth hereafter.

b. Permission is hereby granted for the use of the City's event barricades (22) 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. City will provide 22 barricades and the event sponsor will procure the balance. Delivery of the barricades 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 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 City Manager or his designee.

g. 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.

h. The event sponsor is responsible to personally contact each business that may be potentially affected by this street closure prior to 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 affect 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, the Chief of Police, and the Director of Public Works. This resolution shall take effect immediately upon its passage.

Passed and adopted this 21<sup>st</sup> day of August 2014, by the following vote:

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
David Simmen, Mayor

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

# INTERGOVERNMENTAL AGREEMENT

By and Between The Karuk Tribe  
and  
The City of Yreka, California

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is entered into as of the date shown below by and between the KARUK TRIBE, a federally recognized Indian tribe (“Tribe”), and the CITY OF YREKA, CALIFORNIA, a general law city (“City”). Tribe and City shall be collectively referred to in this Agreement as the “Parties.”

## **I. RECITALS.**

- A.** The Tribe is a federally recognized Indian tribe governing itself according to its Constitution and exercising sovereign authority over its lands.
- B.** The City, acting through its City Council (“City Council”), is a general law city in the State of California, established pursuant to the Constitution of the State of California.
- C.** The Tribe has trust land within the City boundaries that it intends to develop for Indian gaming pursuant to the Indian Gaming Regulatory Act of October 17, 1988, 25 U.S.C. §2701, *et seq.* (“IGRA”).
- D.** On April 9, 2012, the National Indian Gaming Commission (“NIGC”) issued a formal Determination of Restored Land Status, concluding that the Tribe was lawfully restored to Federal Recognition and that the trust land described in Exhibit A is eligible for gaming pursuant to the “restored lands” exception of IGRA Section 20(b)(1)(B)(iii), 25 U.S.C. § 2719(b)(1)(B)(iii).
- E.** The Tribe intends to develop a Class III gaming casino project (herein referred to as “Gaming Project” or “Project”) on (a) 12 acres of the tribal trust land described at Exhibit A to this Agreement and (b) tribal fee land within the City’s boundaries (herein referred to as “Project Lands”). The Project Land is identified in the map at Exhibit A and will be used to develop economic opportunities for the Tribe and its members. The Tribe has executed a Class III Gaming Compact (“Compact”) with the State of California providing that the Tribe may operate a maximum of 1,500 Class III gaming devices.
- F.** Section 4.3 of the Compact requires the Tribe, prior to the commencement of the Project, to enter into intergovernmental agreements with the City and the County of Siskiyou to mitigate the Significant Effects on the Off-Reservation Environment identified in the Final Tribal Environmental Impact Report that may occur as a result of the Gaming Project. Compact Section 4.3 also requires the Tribe to enter into agreements with the City and County for such undertakings and services that mitigate the impacts of the Gaming Facility upon terms

satisfactory to the Governor.

- G.** In accordance with the Compact, the Tribe and the City agree to enter into this Agreement to mitigate off-reservation impacts of the Project. The Parties intend that this Agreement will satisfy the Compact's requirement of an intergovernmental agreement between the Tribe and the City.
- H.** The City has the power to plan, finance, acquire, construct, maintain and operate facilities for collection, transportation, treatment, reclamation, recycling, reuse and disposal of sanitary sewage and similar waste waters and to prescribe fees and charges for such services pursuant to Government Code sections 38900 *et seq.*, Health and Safety Code sections 5470 *et seq.*, and California Constitution Article 11, section 9.
- I.** The City has developed streets, water distribution, wastewater collection, wastewater treatment and stormwater infrastructure, as well as fire protection and law enforcement services, and provides these services for the residents and businesses over which it has jurisdiction as well as limited extraterritorial services.
- J.** The Tribe desires to connect to City water and wastewater treatment facilities and consents to access by City's Fire and Police Department in response to incidents arising out of the Project's activities.
- K.** The Tribe is willing to enter this Agreement as a responsible exercise of its sovereignty and in recognition of the fact that Tribe's long-term governmental and business interests are best served by this Agreement. The City likewise recognizes that benefits will be drawn from this Agreement, including the provision of funds the City can use, in its own discretion, to further address the City's concerns regarding the Project.
- L.** The Parties are committed to continuing their efforts to establish a respectful, long-term government-to-government relationship by meeting and conferring in good faith on issues of concern regarding the Project and this Agreement.
- M.** This Agreement embodies the concepts and agreements developed by the Tribe and the City as a result of their bilateral meetings and continuing dialogue. The cornerstone of this Agreement is the principle that the City and the Tribe are entering into an enforceable agreement to comprehensively mitigate impacts of the Project as may have a significant effect on the City and City residents.
- O.** The City Council held a duly public meeting to consider adoption of this agreement and approved its adoption.
- P.** At a meeting of the Karuk Tribal Council on August 14th, 2014, the Tribal Council authorized adoption of the attached Limited Waiver of Tribal Sovereign Immunity and execution of this Agreement by adopting Resolution Number 14-R-086.

- Q.** The recitals expressed above are informational but are not intended by the Parties to create any obligations, conditions, representations, warranties or duties whatsoever.

**NOW, THEREFORE**, in consideration of the above, and of the mutual promises herein contained, the sufficiency of which is acknowledged, the City and the Tribe do hereby agree as follows:

**II. REPRESENTATIONS AND WARRANTIES.**

**A. CITY'S REPRESENTATIONS AND WARRANTIES.**

The City represents and warrants, as of the Agreement Execution Date, that:

1. The City is a general law city in the State of California validly existing and in good standing under the laws of the State of California, and has the authority to do business in the State of California and in any other state in which it conducts its activities with the full legal right, power and authority to execute, deliver and perform its obligations under this Agreement.
2. This Agreement has been duly authorized, executed and delivered by the City, and constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights.
3. To the best of its knowledge, neither the execution and delivery by the City of this Agreement nor the performance by the City of its obligations in connection with the transactions contemplated hereby or the fulfillment by the City of the terms hereof: (a) conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to the City; or (b) conflicts with, violates or results in a material breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, to which the City is a party or by which the City or any of its properties or assets are bound, or (c) constitutes a material default under any of the foregoing.
4. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental body or prior approval of voters is required for the valid execution and delivery by the City of this Agreement or the performance of its payment or other obligations hereunder except otherwise as such has been duly obtained or made.
5. Except as disclosed in writing to the Tribe, to the best of its knowledge, there is no legal proceeding pending or overtly threatened or publicly announced against the City, in which an unfavorable decision, ruling or finding would reasonably be expected to have a material and adverse effect on the execution and delivery of

this Agreement by City or the validity, legality or enforceability of this Agreement against the City, or any other agreement or instrument entered into by the City in connection with the transactions contemplated hereby or upon the ability of the City to perform its obligations hereunder or under any such other agreement or instrument.

6. The City has not given any gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of the Tribe with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

**B. TRIBE'S REPRESENTATIONS AND WARRANTIES.**

The Tribe represents and warrants, as of the Agreement Execution Date, that:

1. It is a federally recognized Indian Tribe governing itself according to a Constitution and exercises sovereign authority over its lands. It has legal authority to do business in this State of California and in any other state in which it conducts its activities, with the full legal right, power and authority to enter into and perform its obligations under this Agreement.
2. This Agreement has been duly authorized, executed and delivered by the Tribe, and constitutes a legal, valid, and binding obligation of Tribe, enforceable against the Tribe in accordance with its terms.
3. To the best of its knowledge, neither the execution and delivery by the Tribe of this Agreement nor the performance of Tribe's obligations in connection with the transactions contemplated hereby or the fulfillment by the Tribe of the terms hereof: (a) conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to the Tribe; or (b) conflicts with, violates or results in a material breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, to which the Tribe is a party or by which the Tribe or any of its properties or assets are bound, or constitutes a material default under any of the foregoing.
4. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental body or prior approval of voters is required for the valid execution and delivery by the Tribe of this Agreement or the performance of its payment or other obligations hereunder except otherwise as such has been duly obtained or made, although the Tribe will submit it to the United States Secretary of the Interior for review pursuant to 25 U.S.C. § 81.
5. Except as disclosed in writing to the City, to the best of its knowledge, there is no legal proceeding pending, overtly threatened or publicly announced in which an unfavorable decision, ruling or finding would reasonably be expected to have a material and adverse effect on the execution and delivery of this Agreement by the Tribe or the validity, legality or enforceability of this Agreement against Tribe, or any other agreement or instrument entered into by the Tribe in

connection with the transactions contemplated hereby or upon the ability of Tribe to perform its obligations hereunder or under any such other agreement or instrument.

6. The Tribe has not given any gratuities (in the form of entertainment, gifts, or otherwise) to any City official or employee with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

### **III. DESCRIPTION OF PROJECT.**

The Gaming Project includes the development of a casino and hotel facility and associated support facilities. Development will occur in two phases: the casino, parking, and associated support facilities will be developed in Phase I, and an expansion of the casino, the hotel, additional parking, and additional support facilities will be developed in Phase II.

#### **A. PHASE I PROJECT DEVELOPMENT.**

The Tribe proposes to develop an approximately 36,497 square foot Class III casino facility on Project Land as Phase I. The casino will consist of approximately 13,800 square feet of gaming floor containing approximately 350 Class III gaming machines, 150 Class II gaming machines and eight table games. Phase I also includes the development of approximately 556 parking stalls on tribal fee and trust land. The remainder of the facility will be utilized for players' services, food and beverage areas – including a 120-seat restaurant and casino bar – and casino operation and support areas. The casino and support areas will contain restrooms, janitorial and maintenance areas, surveillance and security facilities, systems and storage areas, employee restrooms and lockers, and staff offices. The casino will be a turn-key facility with modern casino amenities, including appropriate security and surveillance features. The Phase I development footprint will consist of approximately nine acres.

#### **B. PHASE II PROJECT DEVELOPMENT.**

When and if the Tribe decides to develop Phase II, that development likely will include expansion of the casino facility, development of a hotel and the addition of approximately 500 parking stalls. In that case, it is anticipated that the Phase II expansion would consist of an enlargement to the Phase I facilities of approximately 20,000 square feet. Approximately 9,500 square feet of the Phase II construction would accommodate an additional 300 gaming machines and eight table games. The remaining space will be utilized for player services, a new restaurant with seating for 100 patrons, expanded food and beverage support areas, and additional casino operation and support areas. The hotel will consist of approximately 48,000 square feet, of which 31,500 would accommodate 73 standard guest rooms, six junior suites, and one large suite. The balance of the hotel space will be used for hotel guest amenities and facilities, including a fitness

center, an indoor swimming pool, a banquet room, executive meeting space and hotel administration and support areas.

**IV. WATER SUPPLY PROVISIONS.**

**A. CHARACTERIZATION OF RELATIONSHIP.**

This Agreement, as it relates to the sale of water, constitutes a water supply relationship wherein City provides the Project with water. Nothing in this Agreement is intended to vest Tribe with any property rights in City's water permit or infrastructure.

**B. STUDY.**

The Tribe has reimbursed, or shall reimburse, the City for the costs of a funding water facility study which determined that existing City water supply capacity is sufficient to meet the needs of the Project.

**C. WATER SUPPLY, TREATMENT, DISTRIBUTION AND FEES.**

1. The Tribe shall pay the Service Impact Fees required of all commercial users for a six inch meter. Should the Tribe subsequently choose to upsize the meter, the Service Impact Fees as set forth in Section VII would be prorated giving a credit for the initial meter size at the then current development impact fees rate. Improvements to the water distribution system are not necessary.
2. The Tribe will construct and connect a fire service line from Apsuun Road to the Project site, including a pressure relief valve. The domestic service line will be constructed by the Tribe from Sharps Road to the Project, including a pressure sustaining valve. Water meter and box shall be at an appropriate location approved by the City's Department of Public Works.
3. Subject to the provisions in this Agreement, the City shall supply water to the Project *provided that* in the event of nonpayment, such rights are subject to suspension, shut off and other remedies in accordance with the Tribal Standards Ordinance described at Section V.O *infra*. The process to shut off Project's water supply shall be the same process that City follows with its commercial customers.

**D. USE OF WATER.**

The water supply provided for herein under this Agreement is for the sole use of the Project and shall not be sold, assigned, transferred, connected or otherwise alienated from the Project, with or without compensation, directly or indirectly, for the use of any other project or facilities, without City's express prior written consent.

**E. TRIBAL WATER FACILITIES.**

1. The Tribe shall, at its sole expense, design, develop and construct the water distribution infrastructure for the Project (herein known as “Tribal Water Facilities”) consistent with the Tribe’s Compact with the State of California and the Tribal Standards Ordinance.
2. No operation or use of the Tribal Water Facilities shall occur until they are reviewed, inspected and approved in writing (which approval shall not be unreasonably withheld) by City officials.
3. Tribe shall own the Tribal Water Facilities.

**F. DEDICATED WATER FACILITIES.**

1. The Tribe shall design, develop and construct the new infrastructure improvements and/or modifications which are located outside Project Land necessary to connect the Tribal Facilities to the City’s existing water system (“Dedicated Water Facilities”).
2. Payment of Costs. Except as otherwise specifically provided in this Agreement, Tribe shall pay the costs and expenses of the Dedicated Water Facilities’ development and construction, of any kind or nature whatsoever, including all costs of permitting, plan checking and inspection.
3. City Review of Plans and Inspection. The Tribe agrees to contract with City to provide planning, building and safety, public works, legal and similar personnel to review any and all construction plans and inspect construction of all improvements related to the Dedicated Water Facilities. If the City determines that it is necessary to contract to outside consultants to satisfy its obligations hereunder, the Tribe shall reimburse the City for the actual and reasonable costs in accordance with the City’s practices with other commercial users.
4. City Approval. All of Tribe’s development plans, work done and materials furnished for the Dedicated Water Facilities shall be subject to final review and approval by City. The City Engineer or his/her designee shall have the authority to review and approve all development plans, work done and materials furnished for the Dedicated Water Facilities.
5. City shall not be responsible for any incomplete or nonconforming parts of the Tribal Water Facilities or Dedicated Water Facilities.
6. Upon City inspection and approval that the Dedicated Water Facilities conform to the requirements of this Agreement, Tribe shall irrevocably offer to dedicate the Dedicated Water Facilities to City. Tribe shall make such an offer using City's standard Irrevocable Offer of Dedication form

of agreement. Upon adoption of a Resolution by City Council accepting Tribe's Irrevocable Offer of Dedication, City shall own the Dedicated Water Facilities.

**G. OPERATION AND MAINTENANCE OF TRIBAL WATER FACILITIES.**

1. Operation and maintenance of the Tribal Water Facilities shall be the responsibility of Tribe. Tribe shall make such repairs, replacements, improvements and/or modifications to the Tribal Water Facilities required for their operation as designed and approved.
2. The Tribal Water Facilities will only be altered, modified, removed or relocated after notice to the City in accordance with the Tribal Standards Ordinance.

**H. OPERATION AND MAINTENANCE OF DEDICATED WATER FACILITIES.**

Following acceptance of Tribe's offer of dedication, the day-to-day operation and maintenance of the Dedicated Water Facilities shall be the responsibility of City, at City's sole expense.

**I. WATER SUPPLY LIMITATIONS.**

1. City-Directed Curtailments and Shutdowns. Operating conditions in the City Water Distribution System and water conservation programs, including emergencies, may require the City to immediately curtail water distribution to some or all water users. The City shall implement the same curtailment to the Tribe's usage as is applied to other commercial water users. The Tribe shall use reasonable efforts to accommodate the curtailed water delivery level. The Tribe shall comply with City water requirements applicable to other commercial water users, including those imposed on the City or its users by other federal, state or local agencies.

As with its other water users, and consistent with standards and principals applied to other water users the City may temporarily discontinue or reduce water delivery to the Tribe for the purpose of necessary investigation, inspection, maintenance, repair; rehabilitation or replacement of any of the facilities necessary for delivery of water to the Tribe. City shall notify Tribe, and where practical, provide advance notice of any such non-emergency discontinuance or reduction. Upon request the City will confer with the Tribe to determine if the discontinuance or reduction can occur at a more mutually convenient time for both parties.

2. [This Section Left Blank.]
3. [This Section Left Blank.]

4. [This Section Left Blank.]
5. Neither City nor any of its officers, agents, or employees shall be liable for any damage, direct or indirect, arising from shortages in the amount of water or water pressure to be made available for delivery to Tribe under this Agreement caused by drought, operation of area of origin statutes, or any other cause beyond its control or from the exercise of City's discretion to make formally adopted plans, restrictions and measures, so long as the Tribe receives the level of service equivalent to that extended to other commercial users at all times relevant to the provisions of this subsection.

**J. INSPECTION AND ENTRY.**

The Tribe hereby consents and shall allow City, as well as any agency with jurisdiction over the operations of City's water system, or an authorized contractor or agent thereof, to enter upon the Project area at reasonable times and in a reasonable manner and notice to inspect the Tribal Water Facilities and to confirm Tribe's compliance with the terms of this Agreement. This includes the right to enter into Project Lands where Tribal Water Facilities are located whenever there is a reasonable basis to believe that Tribe may have violated this Agreement or the Tribal Standards Ordinance . City and its authorized contractor or agent shall also have a right to enter the Project Lands, when necessary for the abatement of a public nuisance or correction of a violation of the Agreement or the Tribal Standards Ordinance.

**V. WASTEWATER TREATMENT AND COLLECTION PROVISIONS.**

**A. WASTEWATER TREATMENT.**

1. The Tribe will pay the sum of \$441,090 for its allocation of wastewater capacity required for Phase I of the Project. This fee accrues on commencement of the operation of Phase I of the Project and shall be all due and payable five years from the effective date of this Agreement. Interest at the rate of two and a half (2.5%) per annum, compounded monthly, shall accrue on the principal balance of the Phase I wastewater capacity fee, which interest is all due and payable together with the payment of the principal balance. Capacity charges in the sum of \$118,755 shall be paid from Tribe to City upon commencement of the operation of Phase II.
2. Improvements to the existing wastewater collection system will be needed to connect the Tribe to the system. These improvements include:
  - a. Construction of a new gravity sewer from the Project to the existing sewer at the east end of Sharps Road.
  - b. Construction of approximately 229 feet of 15 inch-gravity sewer (pipe numbers 489 and 490) between South Main Street and I-5.

- c. Construction of approximately 383 feet of new 12-inch gravity sewer (pipe number 501) and abandonment or removal of existing 10-inch pipes as determined by the City.

The estimated cost for the work described above in 2 (b) and (c) is \$132,000. Tribe shall pay for the construction of these improvements, City shall pay for the oversizing of the pipe by paying for the difference between a 15 inch pipe and 12 inch pipe on sections 489 and 490. City does not pay for oversizing on segment 501.

**B. CONNECTION.**

The Tribe shall provide for wastewater disposal for the Project by connection to City's existing wastewater collection system.

**C. STUDY.**

Prior to the construction of any wastewater collection and treatment improvements, the Tribe has or shall reimburse City for all reasonable costs, fees and expenses associated with the preparation of any public facilities and other environmental studies that were required to ensure that wastewater facilities were adequate to serve all areas within the jurisdiction of City's services area.

**D. PERMITTING.**

The Tribe shall obtain a Wastewater Discharge Permit for wastewater originating from the Project, if required. Tribe will comply with the terms of its permit or City's permit if no other permit is issued to Tribe, as it may exist from time to time as amended.

**E. EFFECTIVE DATE OF WASTEWATER TREATMENT.**

The City's duty to provide wastewater collection and treatment begins upon acceptance of Dedicated Wastewater Facilities and City's approval that Tribe's Wastewater Facilities have been constructed in accordance with the plans approved by City.

**F. TRANSFERENCE.**

Wastewater treatment conditionally provided under this Agreement may not be sold, transferred, assigned or otherwise alienated from the Project for the use of any other development, without the express written consent of City Council or its designee. Similarly, The Tribe's use of the connection to the Dedicated Wastewater Facilities is restricted to the Project and The Tribe lacks authority to grant any other person the privilege to connect to Tribe's Wastewater Facilities without City's express consent thereto.

**G. CONSTRUCTION OF TRIBAL WASTEWATER FACILITIES.**

Tribe shall provide for, design, develop and construct the wastewater collection and pretreatment infrastructure for the Project, consistent with the Compact as supplemented by the Tribal Standards Ordinance.

**H. DEVELOPMENT AND CONSTRUCTION OF DEDICATED WASTEWATER FACILITIES.**

1. Tribe shall design, develop and construct the Dedicated Wastewater Facilities located outside Project Lands including necessary infrastructure modifications to the existing City Wastewater System to connect to the Tribal Wastewater Facilities and to accommodate Tribe's Wastewater needs for the Project.
2. Upon City inspection and approval that the Dedicated Wastewater Facilities conform to the requirements imposed on other commercial users, the Tribe shall irrevocably offer to dedicate the Dedicated Wastewater Facilities to City. Tribe shall make such an offer using City's standard Irrevocable Offer of Dedication form of agreement. Upon adoption of a Resolution by City Council accepting Tribe's Irrevocable Offer of Dedication, City shall own the Dedicated Wastewater Facilities.

**I. REVIEW, APPROVAL AND INSPECTION OF FACILITIES.**

1. City Review of Plans and Inspection. Tribe agrees to provide the City with all plans for development and construction of all improvements related to the Dedicated Wastewater Facilities. If City determines that it is necessary to contract to outside consultants to satisfy its obligations hereunder. The Tribe shall pay City in the manner provided for in the Agreement for the actual and reasonable cost of contracted and additional services.
2. City Approval. All of Tribe's development plans, work done and materials furnished for the Tribal Wastewater Facilities, and the Dedicated Wastewater Facilities shall be subject to final review and approval by City, which approval will not be unreasonably delayed or withheld. The City Engineer or his/her designee shall have the authority to act on City's behalf to review and approve all development plans, work done and materials furnished by Tribe for the Tribal Wastewater Facilities and the Dedicated Wastewater Facilities.
3. City shall not be responsible for any incomplete or nonconforming parts of the Tribal Wastewater Facilities or Dedicated Wastewater Facilities.
4. Inspection and Entry. The Tribe hereby consents and shall allow City, as well as any agency with jurisdiction over City's wastewater content or system, or an authorized contractor or agent thereof, to enter upon the

Project area at reasonable times and in a reasonable manner and reasonable notice to inspect the Tribal Wastewater Facilities and to confirm Tribe's compliance with the terms of this Agreement.

City and its authorized contractor or agent shall also have a right to enter Project Lands, when necessary for the abatement of a public nuisance or correction of a violation of the Agreement, the Tribal Standards Ordinance, or any other applicable laws, criteria or written direction, if after request to the Tribe, the Tribe fails to take action to remedy the issue within a reasonable time.

**K. TRIBE'S OPERATION AND MAINTENANCE RESPONSIBILITY.**

The Tribe's obligation to properly operate and maintain the Tribal Wastewater Facilities is as follows:

1. Tribe shall properly manage, operate, and maintain in good working order at all times all parts of the Tribal Wastewater Facilities.
2. Tribe's maintenance obligation shall include removal of blockages and periodic cleaning and other such work and minor repairs as would be considered incidental to ongoing operation of a wastewater collection system, routine periodic inspection, and operation and routine servicing of pumps and pump stations.
3. Tribe shall provide adequate capacity in all parts of the Tribal Wastewater Facilities to convey Project wastewater average dry weather base flows and peak wet weather flows.
4. Tribe shall take all reasonable steps to prevent and abate, as well as mitigate the impact of, releases of the Project's Wastewater to the environment, including but not limited to adopting and implementing a tribal Operations and Management ("O&M") Plan.

Elements of the O&M Plan shall include a current system map, a schedule for routine preventive operation and maintenance activities including inspections and/or line cleaning, a schedule for equipment testing, training, and a methodology for addressing system problems. The O&M Plan shall be made available to the City Engineer for review.

5. The Tribe shall furnish to the City within a reasonable time any requested information regarding the operation and maintenance of the Tribal Wastewater Facilities and tribal compliance with applicable Operating Requirements.
6. The Tribe shall take all feasible steps to stop and mitigate the impact of sanitary sewer overflows in or from the Tribal Wastewater Facilities.

**L. POINT OF DELIVERY & DISCHARGE RESTRICTIONS.**

1. Collection and Conveyance.

Tribe shall develop, construct, operate, and maintain in good condition all of the Tribal Wastewater Facilities as may be necessary to collect and convey Wastewater from the Project to City at the designated point of delivery in accordance with the O&M Plan.

2. Wastewater Restrictions. Tribe shall be prohibited from doing any and all of the following, without the prior written consent of City:

- a. Discharging wastewater from unauthorized locations, including any location other than the Point of Delivery.
- b. Storing wastewater.
- c. Receiving septic wastes or any other wastes not generated from the Project including, but not limited to, accepting septage from septic tank pumping and haulers; waste from recreational vehicles; and any waste not approved by City.

3. [This Section Left Blank.]

4. 24-Hour Point of Contact.

Tribe shall maintain a wastewater collection system contact phone number that shall be operated on a 24-hour a day, seven days a week basis so people can report Wastewater system problems. Tribe shall provide this number to City and make this number available to its staff and contractors. Tribe shall notify City within three (3) business days of any changes of address, telephone number, authorized representative and/or emergency contact information.

5. Limitations, Prohibitions And Actions.

- a. The Tribe shall use best efforts to (i) prevent the inflow to Tribal Wastewater Facilities of storm and surface waters, roof drainage, and cooling water, and (ii) identify and to abate existing surface water inflows.
- b. The Tribe should video inspect and smoke test the Tribal Wastewater Facilities every five (5) years. All defects found shall be repaired in accordance with the City's standards.
- c. When the City becomes aware of new limitations imposed on its receipt of wastewater which may affect the Tribe's wastewater

content, the City will provide the Tribe with at least two (2) weeks advance notice of such change.

- d. Project Wastewater discharged to the City Wastewater collection system shall meet requirements no less restrictive than the quality, characteristics, and prohibited substances contained in the Tribal Standards Ordinance.
- e. Tribe shall correct any violations of the provisions of this Section as soon as is practical.

6. Reporting.

- a. Reporting of Non-Compliance with Applicable Laws, Rules or the Tribal Standards Ordinance.

Tribe shall report to City as soon as practical but no later than three (3) days after discovery of any violation of applicable laws, rules, or the Tribal Standards Ordinance. In addition, Tribe shall report to City any actions or system problems that might lead to any violation, exceedance or non-compliance with the same.

- b. Reporting of Overflow.

- i. Oral Report to City. When the Tribe becomes aware of an overflow it will orally report the facts to the City. At a minimum, the report shall identify: (a) the location of the Overflow; (b) the receiving water (if there is one); (c) the duration of the Overflow; and (d) the estimated volume of the Overflow.

- ii. Written Report to City. The Tribe shall provide a written report to the City containing the facts the State of California requires City to provide on sanitary sewer overflow(s) within three (3) business days after its oral report to the City.

- iii. Reports to the State.

The Tribe shall report any overflow to the appropriate state and federal entities. The City will report any overflow to appropriate entities as is otherwise legally required.

- 7. The Tribe shall ensure that Tribal Wastewater Facilities flow shall not cause City to be in violation of Regulations applicable to the City, City's NPDES permit or to become an unpermitted point source for the discharge of pollutants.

**M. RECORD KEEPING, INSPECTION AND COPYING.**

The Tribe shall maintain a record, and supply City with a copy of that record reasonably required to ensure compliance with this Agreement, of the following information for a period of time otherwise required by the Tribal Standards Ordinance:

1. Construction plans, approvals and certifications for the Tribal Wastewater Facilities and Dedicated Wastewater;
2. O&M Plans and records relating to Tribal Wastewater Facility operation and maintenance activities; and.
3. Any written report concerning systems performance, inflow and infiltration, wastewater flow content and/or any Overflow(s).

**N. VERIFICATION OF DOCUMENTS.**

All documents provided to City relating to wastewater shall be identified by a designated Tribal Official.

**O. TRIBAL STANDARDS ORDINANCE.**

1. Regulations. The Tribe shall adopt, and at all times hereinafter shall maintain in continuous force and comply with, a Tribal Standards Ordinance that meets or exceeds applicable standards of Federal, State of California, County of Siskiyou and City of Yreka laws, regulations, orders, permits and policies, as amended or supplanted, as they relate to, arise from, or are connected with water and/or wastewater services.
2. In performing its obligations under this Agreement, Tribe shall comply with and shall require that the Tribal Wastewater Facilities and the Dedicated Wastewater Facilities within the Tribal Lands and within City be developed, constructed, operated and maintained in a manner that conforms with the Tribal Standards Ordinance.
3. Certification. Prior to the City acceptance of any of the Dedicated Facilities or the use of any of the Tribe's Wastewater Facilities, Tribe shall provide to City, at Tribe's expense, written certification from the Project's engineer and architect of record that said structures have been constructed in accordance with the Tribal Standards Ordinance.

**VI. STORMWATER PROVISIONS.**

- A. The Tribe shall be responsible to construct any storm drain facility necessary to serve the Project. Tribe shall construct its own stormwater facilities so that any stormwater originating from the Project will be contained within the Tribe's fee and trust lands. The term "Stormwater" is defined in 40 *CFR* §122.26(b)(13) as

it may be further amended or supplanted.

- B. The Tribe shall exercise appropriate construction best-management-practices and implement receiving water standards to prevent off-reservation water quality impacts to the maximum extent practicable including management practices, control techniques and system, design and engineering methods, and such other provisions as the EPA and State Water Resources determines appropriate for the control of pollutants.
- C. If stormwater cannot be fully retained on the Tribe's fee and trust lands, the Parties may enter a separate agreement, with the Parties' mutual consent, for any of the Tribe's stormwater facilities to be integrated into City's stormwater facilities.

## **VII. SERVICE IMPACT FEES.**

City engaged a consultant, Pacific Municipal Consultants, to determine the fees required to identify capital facilities necessary to accommodate or serve new development, and to develop a comprehensive strategy for managing the financing of such facilities, among other purposes. As a result, the City of Yreka Impact Fee Analysis was issued on October 19, 2006. Based upon this study, City adopted Ordinance 792. In May 2013, City engaged another consultant, Pace Engineering, to update the analysis of City's water and wastewater rates.

The Tribe shall pay fees identified at "50% of BASE FEES" for (a) Public Facilities, (b) Citywide Streets, (c) Storm Drainage, (d) Water System and (e) Wastewater Collection System in the current Commercial, Office/General & Industrial Municipal Utility Services, Impact & Connection Fees Worksheet, publicly available on the City of Yreka Web Site and attached as Exhibit D (collectively known herein as "Service Impact Fees") as they apply to all other commercial customers. Prior to the commencement date, City shall notify Tribe of the total impact fees for the Project to be paid within 30 days of the date of the notice unless disputed as they relate to Phase I (collectively known herein as "Service Impact Fees"). The Service Impact Fee accrues on commencement of the operation of Phase I of the Project and shall be all due and payable five years from the effective date of this Agreement. Interest at the rate of three percent (3%) per annum, compounded monthly, shall accrue on the principal balance of the Service Impact Fees, which interest is all due and payable together with the payment of the principal balance. Upon commencement of development of Phase II, the Tribe shall pay the collection system development impact fees at that time imposed by the City Council on all other commercial developers.

## **VIII. POLICE SERVICES.**

- A. The City and the Tribe agree that under Public Law 280 (18 U.S.C. § 1162), the City and the City police have concurrent jurisdiction with the Tribe over crimes covered under Public Law 280 within the Project Lands. The Tribe agrees to provide on-site security in the Casino Expansion Project during all hours of operations. The Tribe acknowledges that assistance from the City police will be

required from time to time with respect to the apprehension and arrest of persons engaged in suspected criminal activity. Subject to the limitations of Public Law 280, City police shall have the authority to enforce all state criminal laws at the Project, in the same manner and to the same extent as the City's Police Department has such jurisdiction elsewhere in the city.

- B. The Tribe shall purchase one fully-equipped new police cruiser for the City at an estimated cost of \$40,500 before the commencement of commercial operations. The vehicle will be retired from the police fleet and replaced by the Tribe every four years. Upon delivery of a replacement vehicle by the Tribe, the City will execute such documents as prepared by Tribe to transfer ownership to the Tribe of the vehicle previously purchased by the Tribe and retired from the police fleet, *provided that* the Tribe pays the City's vehicle decommissioning costs not to exceed the sum of \$2,500, to be reviewed after the first two (2) vehicles. The Tribe understands that non-civilian equipment may be removed.
- C. The Tribe agrees to make quarterly payments in advance to the City for the costs of employing one full time equivalent ("FTE") police officer position which is estimated to be \$95,000 per year in salary and benefits, plus an additional 132 hours of overtime compensation, presently \$7,000 per year on average, before the commencement of commercial operations. The cost of the FTE and overtime compensation shall be adjusted, from time to time, to reflect any change in the FTE's compensation, overtime and benefits. Upon request, City will send the Tribe documentation to justify the changes in salary (*e.g.* salary schedule).

To the extent permitted by federal and state law, the City agrees to give Indian Preference consideration to any new police officer(s) hired as a result of this Agreement. The City hires the most qualified candidate to fill a police officer position available. The City also believes that having Karuk Tribal member(s) part of the City police force is desirable.

- D. The Tribe will reimburse the City for reasonable costs of training police officers for training requested by the Tribe or mutually agreed upon and related to casino or Tribe's interests. The parties shall negotiate and execute a separate agreement for the shared costs.
- E. The fees stated above shall be considered the Tribe's fair share contribution for additional police services caused by Phase I and Phase II of the proposed project.
- F. During the Siskiyou County Fair and an additional two events per year occurring at the County Fairgrounds, the Tribe shall coordinate with the City to provide for traffic control. Tribe shall provide traffic control or pay 50 percent of the cost for another party to provide that service.
- G. Whenever the Tribe schedules a Special Event on the Project Site which is anticipated to require law enforcement personnel above the day-to-day level of staffing – such as a need for an increase in the amount, scope or level of on-duty police, traffic control and crowd control – each Party may designate a delegate to

represent its interests in planning and staffing such an event. The delegates may develop plans and budgets for each event in order to provide adequate police services and reasonable compensation to the City for the event coverage. All police event fees shall be in accordance with the City's standard service price model.

- H. The Tribe may provide for additional radio communications equipment if it is determined that Police radio equipment will not function properly for public safety purposes in Tribal buildings or on Tribal lands. On any public safety issues raised, the Tribe and Yreka Police Chief, or his designee, may negotiate a solution.
- I. Nothing in this Section is intended to abrogate the City's governmental immunities provided under the California Government Code and other applicable codes regarding the allocation of police or fire resources in a specific circumstance, as specified in State law and consistent with the principles that State law applies to others within a public entity's jurisdiction.

**IX. FIRE PROTECTION.**

- A. The City is authorized to provide fire protection services to the Project on the same basis and to the same extent as it is provided to City residents and businesses. The Tribe will insure that hydrants are in place in adequate numbers and locations. In addition, the Tribe will insure that installed Tribal fire equipment for the Project is compatible with the City's fire equipment as part of the Parties' coordination in providing fire protection.
- B. The Tribe will comply with the Fire Department and Fire Marshall requirements for emergency response access and mitigation, including those outlined in Section 6.4.2(h) of the Compact. The Fire Department recommends access around the building, fire sprinkler system and a second access/evacuation route. If the Tribe has buildings or structures that Yreka Fire Department cannot access or reach with existing equipment, the City and Tribe may engage in good faith negotiation towards a solution.
- C. The Tribe shall pay the sum of \$25,000/year to City for the impacts to the Fire Department upon the opening of Phase I gaming operations. Upon commencement of operations of a Phase II facility, Tribe shall pay an additional \$20,000/year to City for the impacts to the Fire Department. This amount shall be adjusted annually by the U.S. Bureau of Labor Statistics Consumer Price Index for all Urban Consumers for the greater San Francisco Area.
- D. Nothing in this Section is intended to abrogate the City's governmental immunities provided under the California Government Code and other applicable codes regarding the allocation of police or fire resources in a specific circumstance, as specified in State law and consistent with the principles that State law applies to others within a public entity's jurisdiction.

**X. HEALTH DEPARTMENT.**

The Tribe agrees to operate the Project in a manner consistent with all applicable health regulations adopted by the State of California, Siskiyou County and the City.

To implement this commitment, the Tribe will (1) obtain all required permits and (2) allow health inspectors access to the necessary areas of the Project during normal business hours to confirm the Project's consistent compliance with all state and local health regulations.

The Tribe understands that the City has currently delegated to the County its health inspections identified in the Compact and will recognize County delegates as eligible to exercise the rights confirmed by this Section.

**XI. ENVIRONMENTAL CONSIDERATIONS.**

As may be required by the California Public Resources Code and the California Environmental Quality Act – CEQA (PRC §21000 – 21189.3), discretionary actions requested by the Tribe of the City shall be required to comply with all pertinent and applicable environmental requirements for projects occurring off of Project Trust Lands.

For projects required by the Project for which the City is (a) determined to be the lead agency and (b) required to (i) satisfy an environmental review process, (ii) acquire a permit, (iii) consult with another agency or service provider, (iv) comply with an environmental requirement, and (v) engage a required environmental process, the Tribe shall support the efforts of the City to achieve compliance.

**XII. TRAFFIC MITIGATION.**

**A. STREETS AND TRAFFIC CIRCULATION.**

The Tribe shall be responsible to mitigate all traffic safety and circulation issues on City streets and roadways identified in the TEIR and CEQA document for the fee parking lot Conditional Use Permit. Tribe agrees to pay its fair-share of improvements so identified and as may arise from time to time.

**B. INTERSTATE 5 IMPROVEMENTS.**

Traffic impacts from the Project may affect Interstate 5, which is under the jurisdiction of the California Department of Transportation (“Caltrans”). The Tribe will cooperate in good faith with Caltrans and the City to ensure any reasonably identified impacts are mitigated, as applicable.

In coordination with Caltrans and the City, the Tribe will provide fair-share funding improvements to the intersections of I-5 Ramps and State Route 3 as agreed upon between the Tribe and Caltrans where the LOS exceeds LOS C in the cumulative condition either through an Agreement with Caltrans or other means that will include periodic monitoring. Improvements necessary to obtain an acceptable LOS at this intersection may include either of the following:

1. Conversion of the intersection to a single-lane roundabout; or

2. Conversion of the intersection to a signalized intersection.

**C. TRANSPORTATION STUDY.**

The Tribe will update the Kittelson Transportation Study as directed by the Tribe and the City to identify mitigation measures, including compliance with CEQA on the off-site parking lot and related improvements. The Tribe shall pay its fair-share of projects identified in the updated Kittelson study.

**D. LOCAL IMPROVEMENTS.**

The Tribe shall also install the improvements noted below. To the extent that the updated traffic study indicates that additional work not on this list is required, the City and the Tribe will meet and confer as to such additional work.

1. The Tribe will pave an emergency access road connected to Campbell Road.
2. The Tribe will stripe Sharps Road.
3. The Tribe will install right turn lanes at the Sharps Road and Fairlane intersection.
4. The Tribe will provide at its expense the costs of traffic control during special Casino Events.
5. The Tribe will construct a sidewalk on one side of Sharps Road.
6. The Tribe will place the following roads on its Indian Reservation Roads Inventory list for future consideration as to tribal funding: Fairlane Road from Oberlin Road to Moonlit Oaks Avenue, and Sharps Road from Fairlane Road to its east end.

**E. PERFORMANCE OF IMPROVEMENTS.**

The City will perform and the Tribe will fund all necessary design work, and permit applications for all agreed-to street improvements. Any improvements shall be made in accordance with current Caltrans and City construction and design standards, and may require permits from Caltrans and/or the City. The City hereby agrees not to unreasonably condition, delay or withhold approval of any permits.

**XIII. COMPLIANCE WITH BUILDING CODES**

The Tribe shall comply with building standards and codes to the extent required by Section 2.1 of the Compact and the Tribal Standards Ordinance and prior to the use of any structure related to the Project provide the City written certification from the Project's architect of record that said structures have been constructed in accordance with said standards and code provisions.

The Tribe may contract with City to provide planning, building and safety, fire prevention, and public works personnel to review any and all construction plans and inspect construction of all improvements.

**XIV. EMPLOYMENT OF CITY RESIDENTS.**

Subject to tribal employment preferences, the Tribe shall work in good faith with the City to employ qualified City residents at the Tribe's business enterprises.

**XVI. TERMINATION.**

Notwithstanding anything to the contrary set forth herein, this Agreement shall terminate in the event the Project permanently ceases to offer all Class III commercial gaming to the public.

**XVII. LIMITED WAIVER OF SOVEREIGN IMMUNITY.**

For the limited purpose of resolving disputes between the City and the Tribe arising under this Agreement and the enforcement of any judgment or award resulting therefrom, the City and the Tribe each consent exclusively in favor of the other to a limited waiver of sovereign immunity from suit and enforcement of any ensuing judgment or arbitral award and consent to the jurisdiction of either a mutually agreed-upon arbitrator or the California Superior Court for Sacramento County or such other Superior Court as may be assigned by the California Judicial Council. Neither Party will oppose a Motion for Change of Venue or the assignment of a visiting judge to the action if the venue is ordered to be the California Superior Court for Siskiyou County.

**XVIII. BILLING AND PAYMENT.**

**A. UTILITY PAYMENTS.**

The City will invoice the Tribe, and the Tribe shall pay, according to City's normal rates and procedures for commercial/non-residential customers for water service, wastewater service and landfill fees.

City policies, rules and regulations regarding late payments, water disconnections in the event of past due accounts, after hours charges, annual inspection and billing of backflow preventers and other policies as set out in the City of Yreka "Policy and Procedure to Establish Utility Service for Commercial Accounts" shall apply to the Tribe as they apply to all other commercial customers.

It is expressly understood and agreed upon by the Tribe that City may update rates, adopt new rates, and/or change rate calculation methodologies from time to time, in City's sole discretion but so long as City applies the same methodology to the calculation of Tribe's utility charges as City applies to the calculation of all other utility service charges.

**B. NON-UTILITY PAYMENTS.**

Other amounts due under the Agreement shall be paid quarterly or on such other schedule agreed to by both parties.

**C. BILLING STATEMENT DISPUTES.**

If the Tribe disputes any amount billed by City, Tribe shall pay the undisputed amount when due but may withhold payment of the disputed amount and provide City with a written objection indicating the amount being disputed and the reasons then known to Tribe for the dispute. In the event that City disputes any amounts offset by Tribe, it shall provide Tribe with a written, objection indicating the amount being disputed and the reasons then known to City. When any billing dispute is finally resolved, if payment by Tribe to City of amounts withheld is required, such payment shall be made within 30 days of the date of resolution of the dispute, together with interest thereon calculated from the date originally due.

**XIX. DISPUTE RESOLUTION.**

**A. VOLUNTARY RESOLUTION.**

In recognition of the government-to-government relationship between the Tribe and the City, the parties shall make their best efforts to resolve disputes that arise under this Agreement by good faith negotiations whenever possible. Therefore, except for the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the Tribe and the City shall seek to resolve disputes by first meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of the performance and compliance of the terms, provisions, and conditions of this Agreement, as follows:

1. Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth the facts giving rise to the dispute and with specificity, the issues to be resolved.
2. The other party shall respond in writing to the facts and issues set forth in the notice within fifteen (15) days of receipt of the notice, unless both parties agree in writing to an extension of time.
3. The parties shall meet and confer in good faith by telephone or in person in an attempt to resolve the dispute through negotiation within thirty (30) days after receipt of the notice set forth in subdivision (a), unless both parties agree in writing to an extension of time.
4. If the dispute is not resolved to the satisfaction of the parties after the first

meeting, either party may seek to have the dispute resolved by an arbitrator in accordance with this section, but neither party shall be required to agree to submit to arbitration.

5. Disagreements that are not otherwise resolved by arbitration or other mutually agreed means may be resolved in accordance with the Limited Waiver of Sovereign Immunity at Section XVII, *supra*.
6. In no event may the Tribe be precluded from pursuing any arbitration or judicial remedy against the City on the ground that the Tribe has failed to exhaust its city administrative remedies, and in no event may the City be precluded from pursuing any arbitration or judicial remedy against the Tribe on the ground that the City has failed to exhaust any tribal administrative remedies.

**B. ARBITRATION RULES.**

Unless otherwise specified in this Agreement, arbitration, when demanded, shall proceed before a single arbitrator, who shall be a retired judge (hereafter "JAMS arbitrator"), pursuant to the Comprehensive Arbitration Rules and Procedures of JAMS (or if those rules no longer exist, the closest equivalent) (hereafter "JAMS Comprehensive Arbitration"). The arbitration shall be held in the federal judicial district in which the Tribe is located at a location selected by the arbitrator. Each side shall initially bear one-half the costs and expenses of JAMS and the arbitrator, but the arbitrator shall award the prevailing party its costs, including the costs of the JAMS and the arbitrator; however, the parties shall bear their own attorney fees. The decision of the arbitrator shall be in writing, shall give reasons for the decision, and shall be binding. Judgment on the award may be entered in any federal or state court having jurisdiction thereof.

**C. NO WAIVER OR PRECLUSION OF OTHER MEANS OF DISPUTE RESOLUTION.**

This section XIX.C may not be construed to waive, limit, or restrict any remedy to address issues not arising out of this Agreement that is otherwise available to either party, nor may this section be construed to preclude, limit, or restrict the ability of the parties to pursue, by mutual agreement, any other method of Agreement dispute resolution, including, but not limited to, mediation.

**D. TRIBAL-CITY ADVISORY COMMITTEE.**

1. In matters other than issues appropriately arising under the Dispute Resolution provisions of this Agreement, City and the Tribe agree to establish a permanent committee, to be known as the Tribal-City Advisory Committee consisting of seven (7) members. The

jurisdiction of the Committee shall encompass any matter within the scope of this Agreement including questions related to implementation. The Committee will be organized within three months of the date on which commercial operations commence at the Project.

2. Composition of Committee. The Committee shall be composed as follows: [1-2] two members of the Yreka City Council or designees, [3] the City Manager or her/his representative, [4-6] three representatives of the Tribe, and [7] a member who shall be selected by the other seven members of the Committee.
3. Meeting Times and Locations. The Committee shall meet quarterly at locations within the City of Yreka or on Tribal Lands according to procedures established by the Committee.
4. Authority of Committee. The Advisory Committee may make recommendations to the Tribe and the City, including amendments to this Agreement, which both Parties shall consider before taking any action on an Advisory Committee recommendation

**E. NO DUPLICATIVE RECOVERY OR CLAIMS OUTSIDE CONTRACT.**

Every right to claim compensation, indemnification or reimbursement under this Agreement shall be construed so that recovery is without duplication to any other amount recoverable under this Agreement. Neither party shall be entitled to make any claim against the other party for compensation, indemnification or reimbursement other than as provided under this Agreement.

**F. NO SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.**

In no event shall either Party hereto be liable to the other or obligated in any manner to pay to the other party any special, incidental, consequential, punitive or similar losses or damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, or any representation made in this Agreement being materially incorrect, whether such claims are based upon contract, tort, negligence, warranty or any other legal theory. This Section shall not limit the recovery of any such losses or damages under indemnification of claims by third parties.

**XXI. RENEGOTIATION PROCEDURES.**

- A. Either party may request that the other party renegotiate one or more terms of this Agreement if: (1) there is a significant material change that directly relates to the terms of this Agreement; (2) that change materially impacts that party; (3) that change was not anticipated at the time of entering into this Agreement.
- B. A request to renegotiate one or more terms of this Agreement will be made in writing, addressed to the other party. The request will also specify the basis for the request.
- C. If the request is determined to meet the requirements for renegotiation pursuant to this Section, then the parties will meet within thirty (30) days from the receipt of the request and will commence to renegotiate in good faith. The sole purpose of the renegotiation will be to determine if there are alternative terms that are consistent with the purposes of this Agreement.
- D. Neither party is obligated to amend this Agreement or agree to any new term(s) as a result of any of the processes authorized by this section.
- E. This Agreement may not be modified or amended except by a writing of equal formality executed by both Parties.

**XXII. MISCELLANEOUS.**

**A. CITY'S COSTS.**

Tribe agrees to pay the City a negotiated one-time fee of \$70,000 to offset the costs of negotiating this Agreement. This fee is only for negotiation costs and does not include the costs of additional studies agreed to by the Tribe to assess the environmental impacts of the project or mitigation measures.

**B. [This Section Left Blank.]**

**C. JOINT POWERS.**

Nothing in this Agreement is intended to create a joint powers agency between City and Tribe.

**D. INDEPENDENT COVENANTS AND NON-SEVERABILITY.**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, or by a decision of the United States Secretary of the Interior, the Bureau of Indian Affairs or any other federal agency charged with review of agreements entered into by Indian Tribes, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by any illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**E.** [This Section Left Blank.]

**F. NO LIENS ON PROPERTY.**

Nothing in this Agreement is intended to constitute, create or convey an interest or encumbrance in the real property of the Tribe.

**G.** [This section left blank.]

**H.** [This section left blank.]

**I. TRANSIENT OCCUPANCY FEE.**

When and if the Tribe constructs and operates a hotel commences operation on Project Lands, as such land may be increased from time to time, the Tribe shall adopt a Tribal Transit Occupancy Fee (“TOF”) Ordinance assessing a fee for each room rented by lodgers in the Project at the rate of 10 percent levied on a similar basis as the City’s ordinance imposing its Transient Occupancy Tax. One half of the TOF collected shall be paid to the City which shall apply those payments to road maintenance, City infrastructure projects and tourism promotion. The second half of the TOF collected shall be retained by the Tribe which shall apply those payments to road maintenance, City infrastructure projects and tourism promotion not solely consisting of casino advertising. On an annual basis, the Tribe will supply the City with an Independent Audit Verification of the TOF amount.

**K. NOTICES.**

All notices required by this Agreement will be deemed to have been given when made in writing and delivered or mailed to the respective Party and its representatives at their respective addresses as set forth below, or such other address as they may provide to the other Party from time to time:

FOR THE TRIBE: Karuk Tribal Chairman  
Karuk Tribe  
P.O. Box 1016  
Happy Camp, CA 96039

With a copy to:

Dennis J. Whittlesey, Esquire  
DICKINSON WRIGHT PLLC  
1875 Eye St. N.W. – Ste. 1200  
Washington, D. C. 20006  
Telephone: (202) 659-6928

FOR THE CITY: City of Yreka  
*Attn:* City Manager  
701 Fourth Street  
Yreka, California 96097  
Telephone: (530) 841-2386  
Facsimile: (530) 842-4836

With a copy to:

City Attorney  
701 Fourth Street  
Yreka, California 96097  
Telephone: (530) 841-2386  
Facsimile: (530) 482-4836

**L. RELATIONSHIP OF PARTIES.**

Nothing in this Agreement shall create or be deemed to create the relationship of partners, joint venturers, employer-employee, or principal-agent among the Parties, nor shall any party to this Agreement have any authority to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of any other party or to bind any other party in any manner whatsoever, nor shall any party make any representation, warranty, covenant, agreement, or commitment on behalf of any other party.

**M. GOOD FAITH.**

Each Party shall, in addition to performing the acts and executing and/or delivering the documents discussed herein, cooperate in good faith to perform (or to cause to be performed) any and all other acts, and to execute and/or deliver (or to cause to be executed and/or delivered) any and all other documents as may be reasonably necessary or proper to carry out and effectuate the terms and purposes of this Agreement.

- N.** Time is expressly declared to be of the essence in this Agreement.
- O.** Each party shall furnish the other party with accurate information reasonably calculated to resolve issues arising under this Agreement.
- P.** This Agreement contains the entire agreement between the Parties hereto with respect to the transactions contemplated hereby. Without limiting the generality of the foregoing, the provisions of this Agreement shall supersede all other understandings and agreements between the Parties with respect to this Agreement.
- Q.** The Parties agree that each Party has signed this Agreement voluntarily and without coercion, intimidation or threat of retaliation.
- R.** At least two original copies of this Agreement will be executed by original signatures of both parties. Except as otherwise provided, the Agreement is complete and binding upon its execution by all of the Parties unless rejected by the Secretary of the Interior pursuant to the Section XVIII review provided for below.
- S.** The parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and that all formal requirements necessary or required by any state or federal law in order to enter into this Agreement have been fully complied with.
- T.** This Agreement shall inure to the benefit of, and be binding on, each of the Parties.
- U.** [This Section Left Blank.]
- V.** [This Section Left Blank.]
- W.** Each reference to a governmental body is deemed to include a reference to any successor to such governmental body or any organization or entity or

organizations or entities that has or have taken over the functions or responsibilities of such governmental body.

- X. No Duplicate Payments. The Parties intend that the Tribe pay to the City various costs and/or assessments as specifically provided for in this Agreement. However, in the event that any payment(s) due under this Agreement duplicate any other payment(s), then only the initial provision for that payment shall be valid and the requirement that the Tribe render any duplicate payment(s) shall be void.
- Y. City consents to the Tribe's assignment of this Agreement to a Karuk Gaming Authority ("KGA"), which if established will own and operate all of the assets related to the Project, including the cash flow from revenues from which any payments to the City will be made. The KGA shall be bound by this Agreement and the Tribe agrees to provide prior to the assignment a Tribal Council Resolution authorizing the Tribe's Limited Waiver of the KGA's Sovereign Immunity that is the same as the Tribe's Limited Waiver of Sovereign Immunity provided for at Section XVII of this Agreement. Notwithstanding the provisions of this Subsection, the Tribe's obligations to the City under this Agreement shall survive the assignment.

**XVIII. REVIEW BY THE DEPARTMENT OF THE INTERIOR.**

The Tribe will submit this Agreement to the United States Department of the Interior for either (a) approval pursuant to 25 U.S.C. § 81 or (b) a written response from the Department of the Interior that this Agreement does not require approval under 25 U.S.C. § 81 to be enforceable.

**EXECUTED AND DELIVERED this \_\_ day of August, 2014.**

KARUK TRIBE

CITY OF YREKA

By: *Russell A. Attebery*  
Russell Attebery  
Karuk Tribal Chair

By: \_\_\_\_\_  
David Simmen  
Mayor

ATTEST:

By: *Michael Waddell*  
Joseph Waddell, Secretary

By: \_\_\_\_\_  
Liz Casson, City Clerk

# **EXHIBIT A**

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## **Description of Project Land Within City of Yreka**

## Map and Description of Yreka Parcel



### Proposed Gaming Site – Trust Land:

All that real property in the State of California, County of Siskiyou, unincorporated, described as follows:

#### PARCEL I:

All that real property situate in the State of California, County of Siskiyou, described as follows:

A fractional portion of the Southwest  $\frac{1}{4}$  of Section 26 and of Section 35, Township 45 North, Range 7 West, M.D.M., described as follows:

Beginning at the section corner common to Sections 26, 27, 34 and 35, said Township and Range;

thence, North  $61^{\circ}05'07''$  East, 300.00 feet;

thence, South  $40^{\circ}28'03''$  East, 1022.23 feet;

thence, South  $20^{\circ}0'0''$  West, 77.70 feet;

thence, South  $87^{\circ}09'46''$  West, 585.83 feet;

thence, North  $84^{\circ}30'14''$  West, 297.38 feet;

thence, North  $46^{\circ}03'50''$  West, 49.70 feet to the West line of said Section 35;

thence, North  $0^{\circ}41'32''$  East, 675.09 feet to the point of beginning.

APN: 062-051-040 (portion)

**Proposed Parking Site – Fee Land:**

All that real property located in Section 35, Township 45 North, Range 7 West, Mount Diablo Base and Meridian, City of Yreka, County of Siskiyou, State of California, described as follows:

Commencing at the Bureau of Land Management bronze cap marking the west one-quarter section corner of said Section 35; thence, along the westerly line of said Section 35, North  $0^{\circ} 17' 14''$  East, a distance of 367.08 feet (Deed Record = North  $0^{\circ} 17' 38''$  East, 367.71 feet), to the TRUE POINT OF BEGINNING of this description;

thence, continuing along said line, North  $0^{\circ} 17' 14''$  East, a distance of 509.72 feet (Deed Record = North  $0^{\circ} 17' 38''$  East, 457.95 feet);

thence, leaving said line, South  $80^{\circ} 25' 24''$  East, a distance of 201.79 feet (Deed Record = South  $80^{\circ} 25'$  East, 202.48 feet);

thence, on a line parallel with said westerly line of Section 35, North  $0^{\circ} 17' 14''$  East, a distance of 945.50 feet (Deed Record = North  $0^{\circ} 36'$  East, 945.92 feet);

thence North  $47^{\circ} 47' 24''$  West, a distance of 218.99 feet (Deed Record = North  $47^{\circ} 47'$  West, 215.07 feet), to Angle Point No. 9 of Tract 40, as shown on the Bureau of Land Management plat of the Metes-and-Bounds Survey of Tract 40, Section 35, dated September 29, 2005;

thence South 84° 54' 32" East, a distance of 297.38 feet (Deed Record = South 84° 55' East) to Angle Point No. 10 of said Tract 40;

thence North 86° 45' 28" East, a distance of 585.83 feet (Deed Record = North 86° 45' East) to Angle Point No. 11 of said Tract 40;

thence South 22° 42' 32" East, a distance of 652.31 feet (Deed Record = South 22° 43' East) to Angle Point No. 12 of said Tract 40;

thence South 6° 22' 32" East, a distance of 448.37 feet (Deed Record = South 6° 23' East) to Angle Point No. 13 of said Tract 40;

thence South 50° 32' 32" East, a distance of 775.11 feet (Deed Record = South 50° 33' East) to Angle Point No. 14 of said Tract 40;

thence, along the line between said Angle Point No. 14 and Angle Point No. 15 of said Tract 40, South 39° 59' 28" West (Deed Record = South 39° 59' West), a distance of 502.93 feet, more or less, to a point 2.60 feet distant from said Angle Point No. 15;

thence North 89° 40' 00" West, a distance of 119.50 feet;

thence South 88° 20' 00" West, a distance of 15.40 feet;

thence South 67° 51' 48" West, a distance of 9.80 feet to the northerly line of Lot 38 of the Rolling Hills Subdivision, being shown on that certain map filed November 4, 1966 in the office of the Siskiyou County Recorder in Book 4 of Town Maps, pages 37 through 39, inclusive;

thence, along said northerly line South 89° 24' 53" West (Record = South 89° 49' 00" West), a distance of 652.77 feet to the most westerly corner of said Lot 38, said point also being a corner of Lot 33 and Lot 37 of said subdivision;

thence, along the westerly line of said Lot 33, South 6° 34' 28" East (Record = South 6° 10' 21" West), a distance of 12.61 feet to the east-west centerline of

said Section 35 as shown on that certain map filed January 5, 1999 in the office of the Siskiyou County Recorder in Book 18 of Record Surveys, page 106;

thence, along said east-west centerline, North 89° 34' 15" West, a distance of 168.53 feet;

thence, leaving said centerline, North 0° 00' 51" East, a distance of 371.04 feet (Deed Record = North, 367.71 feet);

thence North 89° 59' 28" West, a distance of 538.32 feet (Deed Record = West, 539.1 feet), more or less, to the True Point of Beginning and the TERMINUS of this description.

Bearings for this description are based on that certain map filed January 5, 1999 in the office of the Siskiyou County Recorder in Book 18 of Record Surveys, page 106.

TOGETHER WITH an ingress and egress from the lands herein to Oberlin Road as reserved in deed dated September 18, 1958, recorded September 19, 1958 in Liber 410 Official Records, page 438.

ALSO TOGETHER WITH an easement for ingress, egress, and public utilities, including the right to transfer all such easement interests to the public, as granted to Susan A. Tebbe by Yreka Western Railroad Company, a corporation, in Grant Deed – Easement, recorded December 22, 1999, as instrument number 1999122215914, Siskiyou County Official Records.

APN: 062-051-380

# **EXHIBIT B**

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## **KARUK TRIBE RESOLUTION OF LIMITED WAIVER OF SOVEREIGN IMMUNITY**

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**Karuk Community Health Clinic**

64236 Second Avenue  
Post Office Box 316  
Happy Camp, CA 96039  
Phone: (530) 493-5257  
Fax: (530) 493-5270

**Karuk Tribe**



**Administrative Office**

Phone: (530) 493-1600 • Fax: (530) 493-5322  
64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

**Karuk Dental Clinic**

64236 Second Avenue  
Post Office Box 1016  
Happy Camp, CA 96039  
Phone: (530) 493-2201  
Fax: (530) 493-5364

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**RESOLUTION OF THE  
KARUK TRIBE**

**Resolution No: 14-R-086**  
**Date Approved: August 14<sup>th</sup>, 2014**

**RESOLUTION AUTHORIZING THE LIMITED WAIVER OF SOVEREIGN IMMUNITY FOR DISPUTES ARISING UNDER THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE KARUK TRIBE AND THE CITY OF YREKA FOR THE KARUK CASINO PROJECT IN THE CITY OF YREKA CALIFORNIA.**

**WHEREAS;** the Karuk Tribe is a Sovereign Aboriginal People, that have lived on their own land since long before the European influx of white men came to this continent; and

**WHEREAS;** the members of the Karuk Tribe have approved Article VI of the Constitution delegating to the Tribal Council the authority and responsibility to exercise by resolution or enactment of Tribal laws all the inherent sovereign powers vested in the Tribe as a Sovereign Aboriginal People, including negotiating and contracting with federal, state, Tribal and local governments, private agencies and consultants; and

**WHEREAS;** the members of the Karuk Tribe have approved Article VIII of the Constitution assigning duties to the Chair, Vice Chair, and Secretary/Treasurer including signing and executing all contracts and official documents pertaining to the Karuk Tribe; and

**WHEREAS;** the Karuk Tribe is a federally recognized Tribe and its Tribal Council is eligible to and is designated as an organization authorized to Contract pursuant to P.L. 93-638, as amended, on behalf of the Karuk Tribe; and

**WHEREAS;** The Tribal Council has reviewed the Intergovernmental Agreement (“Agreement”) between the Tribe and City of Yreka (“City”);

**WHEREAS;** The Tribal Council, having considered the matter in accordance with the custom and traditions of the Tribe, agrees that the approval of the Agreement with the City is in the best interest of the Tribe; and

**WHEREAS;** The Tribe recognizes its need to exercise its sovereign right to provide a limited waiver of sovereign immunity with regard to disputes arising under or in connection with the Agreement for the purpose of consenting to the jurisdiction of Arbitrators and the Superior Court of California, County of Siskiyou to the limited extent provided for in the Agreement.

**THEREFORE BE IT RESOLVED;** the Tribal Council authorizes the Karuk Tribal Chairman’s execution and delivery of the Agreement to the City; now

**BE IT FURTHER RESOLVED**, the Tribal Council hereby waives the sovereign immunity of the Tribe in favor of the City for the limited purpose of resolving disputes arising under the Agreement, and consents to the jurisdiction of either a mutually agreed-upon arbitrator or the California Superior Court for Sacramento County or such other California Superior Court as may be assigned by the California Judicial Council. The Tribe understands that the City will not oppose a Motion for Change of Venue or the assignment of a visiting judge to the action if the venue is situated in the California Superior Court for Siskiyou County.

**BE IT FURTHER RESOLVED**, any material amendments to the Agreement shall be brought before to the Tribal Council for consideration and approval.

**CERTIFICATION**

I, the Chairman, hereby certify the foregoing resolution 14-R-086 which was approved at a Special Meeting on August 14, 2014, was duly adopted by a vote of 5 AYES, 0 NOES, 0 ABSTAIN, and said resolution has not been rescinded or amended in any way. The Tribal Council is comprised of 9 members of which 5 voted.

Russell A. Attebery  
Russell Attebery, Chairman

8-14-14  
Date

# **EXHIBIT C**

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## **CITY OF YREKA RESOLUTION OF LIMITED WAIVER OF SOVEREIGN IMMUNITY**

# **EXHIBIT D**

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## **CITY OF YREKA COMMERCIAL, OFFICE/GENERAL & INDUSTRIAL WORKSHEET**

DC 35619-1 247069v1



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**CITY OF YREKA  
CITY COUNCIL AGENDA MEMORANDUM**

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To: Yreka City Council  
Prepared by: Steve Baker, City Manager  
Agenda title: Resolution approving request to use sound amplifying devices in Miner Street Park in conjunction with park reservation.  
Meeting date: August 21, 2014

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Discussion:

Tim Harris has submitted the attached application requesting permission to use sound amplifying devices for their band in conjunction with their reservation of Miner Street Park on September 6, 2014.

Currently the only use of amplifying devices in Miner Street Park is the Scott Valley Bank Summer Concert Series. The main concern on amplified music is the impact on the adjacent residential neighborhood. The Council's decision could be a precedent for future applications.

Yreka Municipal Code Section 9.50.100 "*Sound amplifying devices*" provides that the City Council may by resolution adopt reasonable rules and regulations for the issuance of permits for use of sound amplifying devices within any recreation area.

Staff considered the time-period of the proposed event (ending at 6 pm) in its recommendation on the application.

Fiscal Impact: Minimal, for events with 25+ attendees, we ask the applicant to provide their own additional trash containers and to clean the area after the event.

Recommendation and Requested Action:

City staff has reviewed the request and recommends that the Council adopt the Resolution granting a permit for the use of sound amplifying devices in conjunction with their reservation of Miner Street Park.

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

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

Steven Baker, City Manager

RECEIVED  
JUL 23 2014  
CITY OF YREKA

July 28, 2014

Dear Steven Baker,

I would like to reserve part of Miner Street Park for Worship in the Park on Saturday, ~~August 30th OR~~ Saturday Sep 6<sup>th</sup>, 2014, time 1:30 to 6:00. We haven't yet determined which date will work for us. The needs are electricity, some shade and picnic tables.

The plan is to bring SOFT, faith-based music to the people of Yreka, and a pot luck lunch - all free to the participants.

My name is Tim Harris and I am part of the Calvary of the Siskiyou music worship team. We would love to bring our music to Yreka.

If you have any questions, please call Tim at (530 261-2336) or you can call John Higelin at Calvary of the Siskiyou (530 842-4267).

Sincerely,

Tim Harris



CITY OF YREKA - 701 FOURTH ST - YREKA, CA 96097

APPLICATION TO RESERVE "PICNIC AREA"

Name: Tim Harris Daytime Phone No. (530) 261 2336  
Address: 5924 Prairie Dog Ct Weed 96094

The undersigned is requesting permission to reserve picnic area of:

- Upper Greenhorn Park
- Lower Greenhorn Park
- Discovery Park
- Miner Street Park
- Miner Street Park Tennis Courts
- Ringe Memorial Park

Estimated number of people attending 25

If more than 25 people are expected to attend, applicant shall provide their own additional trash containers and remove all trash at the conclusion of the reservation.

On ~~August 30th~~ Sept 6th (Date) \*From 1:30 (Time) To 6:00 (Time)

\*Please include any additional time needed for set-up and clean-up

In conjunction with the reservation of the picnic area, please reserve:

- Volleyball & Horseshoe Set
- Gazebo at Upper Greenhorn

I understand that the equipment may be picked up at City Hall by 5 p.m. on the Friday prior to my reservation (unless it is a holiday) and I agree to return said equipment to City Hall prior to 5 p.m. on the Monday following my reservation.

I understand that this reservation is for the **PICNIC AREA ONLY**; no vehicles are allowed on the lawn areas; it is unlawful to build any fire outside of the barbecue pits; and I agree to abide by all posted rules and regulations. I further understand that approval will be contingent upon full compliance with Chapter 9.50 of the Yreka Municipal Code entitled "Park Regulations" and Resolutions No. 1324, 1797, and 2169. **Inflatable bouncy structures are not permitted.**

Special requests: electricity

Permission to use sound-amplifying devices. (Connection to power source must be coordinated with the Maintenance Manager prior to event).

[Signature]  
Signature of Applicant

July 29, 2014  
Date

Park Reservation Fee - \$25.00 Paid: Date 7/29/14 Time \_\_\_\_\_  cash  check

If you have any questions or need further information regarding your reservation, please contact City Hall at 841-2386. For maintenance issues, please contact the Department of Public Works at 841-2370.

[Signature]  
Signature of City Staff

Please keep a copy of this receipt as evidence of your reservation. Reservation signs will be posted, however, if you encounter any difficulties after-hours or on the weekends, you may contact the Yreka Police Department (530) 841-2300.

RESOLUTION NO. 2014-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA  
APPROVING REQUEST TO USE SOUND AMPLIFYING DEVICES  
IN MINER STREET PARK IN CONJUNCTION WITH PARK RESERVATION**

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, Tim Harris, hereinafter referred to as applicant has reserved the picnic area of Miner Street Park and desires the use sound amplifying devices for live music; and

WHEREAS, *Yreka Municipal Code Section 9.50.100 Sound Amplifying Devices*, states “It is unlawful for any person or persons to use, maintain or permit the use and maintenance of a loud speaker, sound amplifier, or other similar device within any recreation area. The City Council may by resolution adopt reasonable rules and regulations for the issuance of permits for the use of such devices within any recreation area.”

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 grants a Permit to applicant for the use of amplifying devices in conjunction with the reservation of Miner Street Park on September 6, 2014 between the hours of 1:30 pm and 6:00 p.m. subject to the following terms:

- a. Connection to power source must be coordinated with and at the discretion of the Public Works Maintenance Manager, or his designee, at least five (5) days prior to the event.
- b. At the discretion and direction of the Public Works Maintenance Manager, applicant shall furnish, place and remove extra garbage cans and dispose of garbage, and cleanup all areas used.
- c. The applicant shall be charged for any additional services, not included in this resolution, required by the Public Works Department.

- d. The applicant comply with all other City of Yreka Park Regulations, ordinances and resolutions and shall comply with such further conditions and requirements as may be set by the City Manager, the Chief of Police, Director of Public Works, or Maintenance Manager.
- e. This permit may be revoked, at the discretion and direction of Chief of Police, or his designee, if said amplifying device is used in such a manner or for such a purpose as to constitute a nuisance.

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, Maintenance Manager, 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 21<sup>st</sup> day of August 2014, by the following vote:

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
David Simmen, Mayor

Attest:

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

### **9.50.040 Hours of use of recreation areas.**

The city council may by resolution adopt reasonable rules and regulations setting forth the times that specific designated areas are open to public use. Notwithstanding the foregoing, any and all recreation areas are closed to public use between the hours of eleven p.m. and six a.m.; and it is unlawful for any person to be in a recreation area during such prohibited times. This section shall not be applicable to a person or persons who have obtained a permit from the city clerk pursuant to this chapter, or a resolution adopted pursuant to this chapter.

*(Ord. 520 (part), 1973)*

### **9.50.100 Sound amplifying devices.**

It is unlawful for any person or persons to use, maintain or permit the use and maintenance of a loud speaker, sound amplifier or other similar device within any recreation area. The city council may by resolution adopt reasonable rules and regulations for the issuance of permits for use of such devices within any recreation area.

*(Ord. 520 (part), 1973)*

### **9.50.120 Rules and regulations.**

In order to promote the safety, comfort and convenience of persons using any park or recreation area, the council may from time to time by resolution adopt rules and regulations not inconsistent with the provisions of this chapter 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. When such rules and regulations have been adopted and signs erected within the park or recreation area or portions thereof affected thereby informing the public of the substance of such rules and regulations, it is unlawful for any person to fail to comply therewith.

*(Ord. 520 (part), 1973)*

### **9.50.130 Violations.**

Any violation of any provision of this chapter or any resolution adopted pursuant thereto shall constitute an infraction.

*(Ord. 520 (part), 1973)*



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

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To: Yreka City Council  
Prepared by: Rhetta Hogan  
Agenda title: Adopt A Resolution Setting Forth the Appropriations Limit for the City of Yreka for Fiscal Year 2014-2015  
Meeting date: August 21, 2014

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Discussion:

Article XIII B of the California Constitution (Article 4) and related implementing legislation provide for an annual "appropriations limit" for each entity of local government and require the governing body of each local jurisdiction to establish its appropriation limit by resolution each year.

**The appropriation limit does not apply to the entire City budget but only to the appropriation of "proceeds of taxes" in the City's "general government" type funds.** From 1980-81 to 1989-90, each year's appropriation limit was based on the previous year's limit, multiplied by the percentage change in population and the percentage change in the United States Consumer Price Index or the change in California per capita income, whichever was less. Proposition 111, which was approved by the voters in June 1990, amended the factors used in the calculation of each year's limit. The factors to be used now are:

**Population Factor** - At the City's option, either the annual change in City or County population.

**Price Factor** - At the City's option, either the change in California per capita income or increase in non-residential assessed valuation due to new construction.

The formula to be used in calculating the growth rate is:

$$\frac{\% \text{ change in population} + 100.00}{100}$$

*times either*

$$\frac{\% \text{ change in per capita income} + 100.00}{100.00}$$

*or*

$$\frac{\text{Change in non-residential assessments} + 100.00}{100.00}$$

The resultant rate times the previous appropriation limit equals the new appropriation limit. Both the California per capita personal income price factor and the population percentage change factors are provided by the State Department of Finance (DOF) to local jurisdictions each year. Population percentage change factors estimate changes in the City's population between January of the previous fiscal year and January of the current fiscal year. These numbers provide the factor to be used in the City's calculation of the Gann limit.

In May 2014, the State Department of Finance notified each city of the population changes and the per capita personal income factor to be used in determining appropriation limits.

The Finance Director, using the change in per capita income method, has made the following calculation as applied to the City of Yreka for 2014-15 is: The population at January 1 of the previous year compared to January 1, 2014 (DOF Estimates 7,840) is a 0.51% increase. The increase in the California per Capita Income for 2014-15 is -0.23%

The factor for determining the year-to-year increase computed as:

$$\frac{+0.51 + 100.00}{100.00} \times \frac{-0.23 + 100.00}{100.00} = 1.04993856$$

Applying this year's factor of 1.00278827 to last year's limit of \$14,877,104, the Gann limit for Fiscal Year 2014-15 is \$14,918,585. With appropriations subject to the limit totaling approximately \$6,363,062, the City of Yreka is not at risk of exceeding the Gann limit.

Fiscal Impact:

Restricts budgeting expenditures subject to the appropriations limit to no more than \$14,918,585. The City is budgeting \$6,363,062 for expenditures that are subject to the appropriations limit. The City is not at risk of exceeding the limit.

Recommendation and Requested Action:

Adopt A Resolution Setting Forth the Appropriations Limit for the City of Yreka for the Fiscal Year 2014-2015.

Approved by:   
Steven Baker, City Manager



May 2014

Dear Fiscal Officer:

**Subject: Price and Population Information**

**Appropriations Limit**

The California Revenue and Taxation Code, section 2227, mandates the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2014, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2014-15. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2014-15 appropriations limit. Attachment B provides city and unincorporated county population percentage change. Attachment C provides population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

**Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code section 2228 for further information regarding the appropriations limit. Article XIII B, section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this issue should be referred to their respective county for clarification, or to their legal representation, or to the law itself. No state agency reviews the local appropriations limits.

**Population Certification**

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2014.**

**Please Note:** Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN  
Director  
By:

KEELY M. BOSLER  
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2014-15 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2014-15	-0.23

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2014-15 appropriation limit.

**2014-15:**

Per Capita Cost of Living Change = -0.23 percent  
Population Change = 0.95 percent

Per Capita Cost of Living converted to a ratio:  $\frac{-0.23 + 100}{100} = 0.9977$

Population converted to a ratio:  $\frac{0.95 + 100}{100} = 1.0095$

Calculation of factor for FY 2014-15:  $0.9977 \times 1.0095 = 1.0072$

**Attachment B**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2013 to January 1, 2014 and Total Population, January 1, 2014**

County City	<u>Percent Change</u>	<u>Population Minus Exclusions</u>		<u>Total</u>
	2013-2014	1-1-13	1-1-14	1-1-2014
Siskiyou				
Dorris	0.54	933	938	938
Dunsmuir	0.49	1,637	1,645	1,645
Etna	0.54	734	738	738
Fort Jones	0.56	711	715	715
Montague	0.49	1,433	1,440	1,440
Mount Shasta	0.56	3,373	3,392	3,392
Tulelake	0.70	1,004	1,011	1,011
Weed	-0.64	2,975	2,956	2,956
Yreka	0.51	7,800	7,840	7,840
Unincorporated	0.77	24,289	24,476	24,556
County Total	0.58	44,889	45,151	45,231

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

RESOLUTION NO. 2014-\_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YREKA  
SETTING FORTH THE APPROPRIATIONS LIMIT FOR THE  
CITY OF YREKA FOR FISCAL YEAR 2014-2015

WHEREAS, Article XIII B of the Constitution of the State of California as implemented by SB 1352 of 1980 and amended by Proposition 111 of 1990 specifies that the total annual appropriations limit of the City shall be adjusted for the change in population and the change in cost of living; and

WHEREAS, the Department of Finance has provided the population estimate for the City of Yreka as of January 1, 2014; to be 7,840 and

WHEREAS, the annual percentage change population estimate for the City of Yreka is an increase of 0.51% and the change in the California per capita personal income is a decrease of -0.23%.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Yreka that it does determine that the appropriations limit for Fiscal Year 2014-2015 is \$14,918,585. Appropriations subject to the Gann Limit are \$6,363,062.

Passed and adopted this 21st day of August 2014, by the following vote:

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
David Simmen, Mayor

Approved as to content:

  
\_\_\_\_\_  
Rhett Hogan, Finance Director

ATTEST:

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



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**CITY OF YREKA  
CITY COUNCIL AGENDA MEMORANDUM**

---

To: Yreka City Council  
Prepared by: Rhetta Hogan, Finance Director  
Agenda title: Adopt a Resolution of the Yreka City Council to Adopt the Budget for Fiscal Years 2014-2016  
Meeting date: August 21, 2014

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Discussion:

On August 21, 2014, during a special meeting preceding the regular meeting of the Yreka City Council, staff will meet with the City Council to discuss the 2014-2016 Yreka City budget. Staff is recommending adoption of the 2014-16 budget as presented. Staff will be able bring back at a later meeting any recommended changes.

The fiscal budget is subject to budget revisions throughout the course of the year, based on revised revenue projections and identified emerging needs. It is expected that after the first year, over the course of the summer in 2015, staff will make recommendation to the 2015-16 fiscal year, based upon actual operating results and emerging needs.

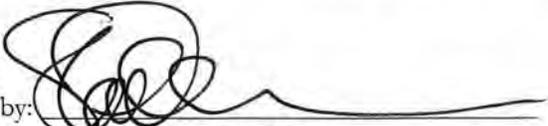
The total estimated general operating fund (01) Revenues and Transfers In 2014-2015 are \$4,852,126 and \$4,914,226 in 2015-2016. Correspondingly, Expenses and Transfers Out are \$4,889,014 in 2014-2015 and 4,898,794 in 2015-2016. The small positive and negative differences will be allocated to the budget stabilization reserve account.

Citywide total expenses for all funds are \$15,737,141 in 2014-2015 and \$12,737,237 in 2015-2016. These expenditures are covered by a combination of anticipated revenues (taxes, fees, grant proceeds) of \$14,543,781 in 2014-2015 and \$13,507,644 in 2015-2016 and accumulated balances.

Fiscal Impact: see above

Recommendation and Requested Action:

Adopt a Resolution of the Yreka City Council to Adopt the Budget for Fiscal Years 2014-2016.

Approved by:   
Steven Baker, City Manager

RESOLUTION NO. 2014-\_\_\_\_\_  
A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF YREKA ADOPTING  
THE BUDGET FOR FISCAL YEARS 2014-2016

WHEREAS, it is the desire of the City Council to adopt the 2014-2016 budget,

NOW THEREFORE, BE IT RESOLVED that, **excepting the funds set forth below**, the proposed budget for the 2014-2016 fiscal years consisting of Estimated Revenues of \$14,543,781 in 2014-2015 and \$13,507,644 in 2015-2016; and Personnel, Operating, and Capital Outlay of \$15,737,141 in 2014-2015 and \$12,737,237 in 2015-2016; is hereby adopted and shall be the financial plan for the 2014-2016 fiscal years.

Expenditures of City funds are hereby authorized under this budget plan, titled "City of Yreka Fiscal Years 2014/15 and 2015/2016 Budget", and the City Manager is authorized to approve the expenditures set forth in this budget and to make such transfers within major categories of expenditure (Personnel, Capital and Maintenance & Operation) as may be necessitated by changing circumstances. The City Manager is also authorized to execute such contract documents on behalf of the City, which are necessary to memorialize expenditure approved herein.

This action excepts Fund 30-all Measure H Special Tax Fund, Fund 03-all the Volunteer Fire Department Benefit Fund, Fund 01-210-0000-all expense of Fire Department, by reason of the recusal of Councilmember Rob Bicego, due to a conflict of interest arising from a membership relationship with the Yreka Volunteer Fire Department.

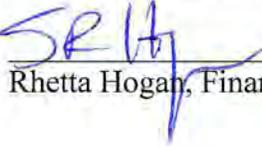
Passed and adopted this 21st day of August, 2014 by the following vote:

AYES:  
NOES:  
RECUSED:  
ABSENT:

\_\_\_\_\_  
David Simmen, Mayor

Approved as to content:

Attest:

  
\_\_\_\_\_  
Rhett Hogan, Finance Director

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

RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF YREKA ADOPTING  
THE BUDGET FOR FISCAL YEARS 2014-2016  
FUND 30-ALL MEASURE H SPECIAL TAX FUND, FUND 03-ALL THE  
VOLUNTEER FIRE DEPARTMENT BENEFIT FUND, FUND 01-210-0000-ALL  
EXPENDITURES OF VOLUNTEER FIRE DEPARTMENT

WHEREAS, it is the desire of the City Council to adopt the balance of the 2014-2016 budget which have been excepted from adoption by the full Council reason of the recusal of Councilmember Rob Bicego, due to a conflict of interest arising from a membership relationship with the Yreka Volunteer Fire Department,

NOW THEREFORE, BE IT RESOLVED that, the funds excepted from this Resolution which are set forth below, are hereby adopted and shall be included in the financial plan for the 2014-2016 fiscal year as part of the proposed budget for the 2014-2016 fiscal years consisting of Estimated Revenues of \$13,734,661; and Personnel, Operating, and Capital Outlay of \$13,592,901. Expenditures of City funds are hereby authorized under this budget plan, titled "City of Yreka Fiscal Years 2014/2015 and 2015/2016 Budget", and the City Manager is authorized to make such transfers within major categories of expenditure (Personnel, Capital and Maintenance & Operation) as may be necessitated by changing circumstances.

This action is for Fund 30-all "Measure H Special Tax Fund", Fund 03-all "The Volunteer Fire Department Benefit Fund", Fund 01-210-0000-all expenditures of the Volunteer Fire Department.

Passed and adopted this 21st day of August, 2014 by the following vote:

AYES:

NOES:

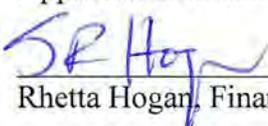
RECUSED: Bicego

ABSENT:

\_\_\_\_\_  
David Simmen, Mayor

Approved as to content:

Attest:

  
\_\_\_\_\_  
Rhett Hogan, Finance Director

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



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**CITY OF YREKA  
CITY COUNCIL AGENDA MEMORANDUM**

---

To: Yreka City Council  
Prepared by: Steve Baker, City Manager  
Agenda title: Discussion/Possible Action: Swap of Mayor and Mayor Pro Tem Positions.  
Meeting date: August 21, 2014

---

Discussion:

Mayor Simmen is proposing that in recognition of Rob Bicego's outstanding service to the Citizens of Yreka and his being a valuable and reasoned addition to the Yreka City Council; that the Council honor his service by allowing Rob Bicego to serve his remaining time on Council as the Mayor of Yreka. Mayor Simmen would propose that he and Mayor Pro Tem Bicego trade positions for the remainder of Bicego's term.

Mayor Simmen's request is attached.

This action can be accomplished by a motion of the City Council.

Recommendation:

That the Council consider and act on the Mayor's proposal for the swap of Mayor and Mayor Pro Tem positions.

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

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

Steven Baker, City Manager

Steve Baker,

Please place the following on the August 21, 2014 City Council agenda:

**Discussion/Possible Action:** In recognition of Rob Bicego's outstanding service to the Citizens of Yreka and his being a valuable and reasoned addition to the Yreka City Council; I would ask Council that we honor his service by allowing Rob to service his remaining time on Council as the Mayor of Yreka. I would propose that Rob and I trade positions for the remainder of his term.

David Simmen,  
Mayor