

REGULAR MEETING STARTS AT 6:00 PM

Mayor Dan Epperson
Vice Mayor Rodney Plamondon
Council Member Dominic Atlan
Council Member Stacy Rhoades
Council Member Diane Wratten

**DUE TO THE GOVERNOR'S EXECUTIVE ORDER N-25-20, THE CITY OF IONE
WILL BE CONDUCTING ITS MEETING IN PERSON
AT 1 E. MAIN STREET, IONE, CA 95640
AND VIA ZOOM**

City of Ione is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://zoom.us/j/2351961316?pwd=d3lWtW0zbVJLbQpQNXBDQWtpZkRyUT09>

Meeting ID: 235 196 1316

Passcode: 95640

One tap mobile

+16699006833,,2351961316#,,, *95640# US (San Jose)

+12532158782,,2351961316#,,, *95640# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 235 196 1316

Passcode: 95640

Find your local number: <https://zoom.us/u/aex3ZLbqgp>

Tuesday, December 20, 2022

1 E. Main Street

Ione, CA 95640

***THE CITY OF IONE IS A GENERAL LAW CITY DEDICATED TO
PROVIDING LEADERSHIP, ACCOUNTABILITY, AND FISCAL INTEGRITY
WHILE PROMOTING ECONOMIC OPPORTUNITIES AND MAINTAINING
A HIGH QUALITY OF LIFE FOR OUR CITIZENS***

PLEASE LIMIT PUBLIC COMMENT/TESTIMONY TO FOUR MINUTES

Gov't. Code §54954.3

The Ione City Council welcomes, appreciates, and encourages participation in the City Council Meeting. The City Council reserves the right to reasonably limit the total time for public comment on any particular noticed agenda item as it may deem necessary.

Full staff reports and associated documents are available for public review at the Office of the City Clerk, City Hall, 1 E. Main Street, Ione, CA. Hard copies may be obtained for \$3.60 for pages 1-5 and \$.45 for each additional page. Documents that are not available when the agenda is posted will be made available for public review at the meeting.

AGENDA

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA

D. PRESENTATIONS/ANNOUNCEMENTS:

- Presentation to Mike Huss, Principal, Lone Elementary School – COPS for Kids Program
- Presentations by John Alfred, Police Chief:
 - Police Officer of the Year
 - Volunteer Officer of the Year

E. PUBLIC COMMENT: **EACH SPEAKER IS LIMITED TO 4 MINUTES**

NOTE: This is the time for members of the public who wish to be heard on matters that do not appear on the Agenda. Persons may address the City Council at this time on any subject within the jurisdiction of the Lone City Council.

*Please be mindful of the **4 minute time limit per person**. Pursuant to the Brown Act, the City Council may not take action or engage in a detailed discussion on an item that does not appear on the Agenda. However, matters that **require Council action will be referred to staff for a report and/or recommendation for possible action at a future Council meeting. Is there anyone in the audience who wishes to address the Council at this time?***

Notice to the Public: *All matters listed under this category are considered to be routine and will be enacted by one motion. Any item may be removed for discussion and possible action and made a part of the regular agenda at the request of a Council Member(s).*

F. CONSENT CALENDAR:

1. Approval of Minutes: November 15, 2022 and December 6, 2022
2. Warrants and Finance & Treasury Reports FY 2022-2023-November, 2022
3. Receive and File Administrative Department - Third Quarter Report, 2022
4. Receive and File Public Works Department – Third Quarter Report, 2022

G. PUBLIC HEARING: None

H. GENERAL ELECTION RESULTS AND OATH OF OFFICE TO NEWLY ELECTED COUNCIL MEMBERS:

5. Adoption of Resolution No. 2022-29 – Canvassing the Ballots and Confirming the November 8, 2022 General Election Results

6. Declaration of Election and Oath of Office to Councilmembers, Dominic Atlan, Alison LaFayne, Jack Mitchell and Stacy Rhoades by Janice Traverso, City Clerk

City Council will take a 20 Minute Recess for Refreshments

H. SELECTION OF MAYOR AND VICE MAYOR

I. REGULAR AGENDA:

7. Adoption of Resolution No. 2022 – 30 Thanking Dan Epperson for his Service to the City of Ione
8. Adoption of Resolution No. 2022 – 31 Thanking Rodney Plamondon for his Service to the City of Ione
9. Advertisement to Receive Bids for the Construction of the Train Depot Park Improvement Project

J. REPORTS AND COMMUNICATIONS FROM CITY MANAGER

K. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEMS

L. CLOSED SESSION: None

N. ADJOURNMENT

NOTICE REGARDING CHALLENGES TO DECISIONS

Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, this public hearing.

ADA COMPLIANCE STATEMENT

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk Janice Traverso at (209) 274-2412, ext. 102. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

CITY OF IONE COUNCIL MEETING MINUTES
Meeting of November 15, 2022

Councilmember Atlan called meeting to order at 6:00 PM

A. ROLL CALL:

Present: Dominic Atlan, Councilmember (Presided over the meeting)
Stacy Rhoades, Councilmember (6:13 PM)
Diane Wratten, Councilmember
Absent: Dan Epperson, Mayor
Rodney Plamondon, Vice Mayor
Staff: Michael Rock, City Manager
Carolyn Walker, City Attorney
Janice Traverso, City Clerk
Chris Hancock, City Treasurer
Jonathan Mitchell, City Engineer

B. PLEDGE OF ALLEGIANCE:

Councilmember Atlan led the Pledge of Allegiance.

C. APPROVAL OF AGENDA:

It was moved by Councilmember Wratten, seconded by Councilmember Rhoades and carried to approve the agenda as written.

AYES: Atlan, Rhoades, Wratten

NOES: None

ABSENT: Epperson, Plamondon

ABSTAIN: None

D. PRESENTATIONS/ANNOUNCEMENTS: None

E. PUBLIC COMMENT:

Larry Rhoades commented:

- Castle Oaks Village 9:
 - The City's Wastewater Plant is at capacity and why doesn't the City have to do an EIR.
 - What materials were used around the drainage pipes – Tanner Judkins, Riverland Homes noted that the materials used around the pipes were AB.

Tommy Quinn commented:

- Would like to continue the items on the Consent Calendar regarding development and be presented to the new Council for action.
- Downtown Ione is in sad shape—some buildings are in desperate need of paints, some have sewer issues and I still have my ditch in front of my house.

F. CONSENT CALENDAR:

It was moved by Councilmember Wratten, seconded by Councilmember Rhoades and carried to approve the following Consent Calendar with Item #4 – Adoption of Resolution No. 2022-26 - Approving the Final Map for Castle Oaks Village 9 and Authorizing the Mayor to execute the Subdivision Improvement Agreement moved to the Regular Agenda.

1. Approval of October 18, 2022 City Council Meeting Minutes

2. Adoption of Resolution No. 2022-25 Redirecting Traffic from SR104 to Various Streets for the Annual Lone Christmas Parade
3. Groundwater Monitoring Report for WWTP and COWRF September 2022
5. Adoption of Resolution No. 2022-27 Approving the Final Map for Wildflower Unit 1, and Authorizing the Mayor to Sign the Subdivision Improvement Agreement
6. Cancel the Tuesday, January 3, 2023 City Council Meeting
7. Adoption of Resolution No. 2022-28 Authorizing Examination of Sales or Transaction and Use Tax Records

AYES: Atlan, Rhoades, Wratten

NOES: None

ABSENT: Epperson, Plamondon

ABSTAIN: None

G. PUBLIC HEARING: None

DISCUSSION ITEMS:

For the record: Action minutes provide the necessary documentation of City Council action. Audio recordings are retained for those desiring more detail on particular agenda item discussions. These audio recordings provide an accurate and comprehensive backup of City Council deliberations and citizen discussions.

H. REGULAR AGENDA:

4. Adoption of Resolution No. 2022-26 Approving the Final Map for Castle Oaks Village 9 and Authorize the Mayor to sign the Subdivision Improvement Agreement – The Final Map for Castle Oaks Village 9 comprised of 39 single family residential lots, 2 parcels for landscaping along Castle Oaks Drive and Fairway Drive, 1 parcel for open space along Highway 104, public utility easements, public facilities easements and Irrevocable Offers of Dedication (Lots B and F) for right-of-way and open space, was submitted to the City for review and consideration of approval and recordation.

It was moved by Councilmember Wratten, seconded by Councilmember Rhoades and carried to adopt Resolution No. 2022-26 approving the Final Map for Castle Oaks Village 9 and authorize the Mayor to sign the Subdivision Improvement Agreement.

AYES: Atlan, Rhoades, Wratten

NOES: None

ABSENT: Epperson, Plamondon

ABSTAIN: None

8. Authorize ACES Waste Services Rate Increase per the Terms and Conditions of the Franchise Agreement – The Franchise Agreement with ACES allows for rate increases based on the consumer price index, fuel surcharges, and landfill disposal fee increases. ACES is requesting only 75% of the actual CPI increase and 100% of the landfill disposal fee increase. The last rate increase to our residents and businesses was on January 1, 2021. After discussion, it was moved by Councilmember Rhoades, seconded by Councilmember Wratten and carried to approve the requested rate increase of 7.60% from ACES per the Franchise Agreement.

AYES: Atlan, Rhoades, Wratten

NOES: None

ABSENT: Epperson, Plamondon

ABSTAIN: None

I. REPORTS AND COMMUNICATIONS FROM CITY MANAGER:

- Michael Rock reported on the water spill at City Hall caused by the restrooms.
- The design of the Police Station at 17 E. Main and re-design of City Hall will be completed next week. The City Engineer will prepare the documents to go out to bid for both projects.
- Very close to having the RFP for the Train Depot Park and should have within the next couple of weeks.
- Very close to having the request to move forward with the Amador Central Railroad Corporation to separate the lot with the Train Depot Building. It will go to the Planning Commission at their next meeting.

J. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEM:

- Councilmember Rhoades – Creek Committee Meeting cancelled.
- Councilmember Wratten – Status of WIRIS and Solar for City properties on the next agenda.
- Councilmember Atlan – ACTC has requested a traffic plan from the School District for Consolidation Plan.

K. CLOSED SESSION: Councilmember Rhoades recused himself from Closed Session.

Councilmember Atlan recused himself from ARSA item and Bittick item.

- Conference with Legal Counsel-Existing Litigation: Section 54956.9 of the Government Code-Amador County Case Number Number 22-CV-12824 – Amador Regional Sanitation Authority (ARSA) v City of Ione and California Department of Corrections and Rehabilitation (CDCR)
- Conference with Legal Counsel – Existing Litigation: Section 54956.9 of the Government Code – Amador Court Case Number 22-CV-12691 – McGraw v City of Ione
- Conference with Legal Counsel – Existing Litigation Paragraph 1 of Subdivision (d) of Section 54956.9 – Bittick v City of Ione et. al Amador Superior Court Case No: 21-CV-12146
- Conference with Legal Counsel – Existing Litigation: Section 54956.9 of the Government Code-City of Ione v Gani Court Case Number 17-CV-10277

L. DISPOSITION OF CLOSED SESSION ITEMS: Councilmember Atlan reported that Council will receive information and no action will be taken. Councilmember Rhoades recused himself

- Conference with Legal Counsel-Existing Litigation: Section 54956.9 of the Government Code-Amador County Case Number Number 22-CV-12824 – Amador Regional Sanitation Authority (ARSA) v City of Ione and California Department of Corrections and Rehabilitation (CDCR) – **Mayor Epperson was on Zoom for this item. Information was received.**

- Conference with Legal Counsel – Existing Litigation: Section 54956.9 of the Government Code – Amador Court Case Number 22-CV-12691 – McGraw v City of Ione – **Information was received.**
- Conference with Legal Counsel – Existing Litigation Paragraph 1 of Subdivision (d) of Section 54956.9 – Bittick v City of Ione et. al Amador Superior Court Case No: 21-CV-12146 – **Information was received.**
- Conference with Legal Counsel – Existing Litigation: Section 54956.9 of the Government Code-City of Ione v Gani Court Case Number 17-CV-10277 – **Information was received.**

M. ADJOURNMENT:

It was moved by Councilmember Wratten, seconded by Councilmember Rhoades and carried to adjourn the meeting.

Respectfully submitted,

Janice Traverso
City Clerk

CITY OF IONE COUNCIL MEETING MINUTES
Meeting of December 6, 2022

Mayor Epperson called meeting to order at 6:00 PM

A. ROLL CALL:

Present: Dan Epperson, Mayor
Rodney Plamondon, Vice Mayor
Dominic Atlan, Councilmember
Stacy Rhoades, Councilmember
Diane Wratten, Councilmember

Staff: Michael Rock, City Manager
Carolyn Walker, City Attorney (Zoom)
Janice Traverso, City Clerk Conference with Legal Counsel – Existing Litigation:
Section 54956.9 of the Government Code – Amador Court Case Number 22-CV-12824 –
Amador Regional Sanitation Authority (ARSA) v City of Ione and California Department of
Corrections and Rehabilitation (CDCR)
Chris Hancock, City Treasurer

B. PLEDGE OF ALLEGIANCE:

Mayor Epperson led the Pledge of Allegiance.

C. APPROVAL OF AGENDA:

It was moved by Councilmember Rhoades, seconded by Vice Mayor Plamondon and
carried to approve the agenda as written.

AYES: Epperson, Plamondon, Atlan, Rhoades, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

D. PRESENTATIONS/ANNOUNCEMENTS: None

E. PUBLIC COMMENT:

- Gary Thomas asked staff to set up a meeting of the Special Tax Committee after the first of the year.

F. CONSENT CALENDAR:

It was moved by Councilmember Wratten, seconded by Councilmember Rhoades and carried
to approve the following Consent Calendar.

1. Approval of Minutes - November 1, 2022
2. Warrants and Finance & Treasury Reports FY 2022-2023-October, 2022
3. Receive and File City of Ione Community Facilities District No. 2005-2 Annual
Accountability Reports for the Period Ending October 31, 2022
4. Clerical Correction to the HdL Resolution (Correcting the Ordinance No. from 3.08 to 162)
previously adopted by Council on November 15, 2022

G. PUBLIC HEARING: None

DISCUSSION ITEMS:

For the record: Action minutes provide the necessary documentation of City Council action. Audio recordings are retained for those desiring more detail on particular agenda item discussions. These audio recordings provide an accurate and comprehensive backup of City Council deliberations and citizen discussions.

H. REGULAR AGENDA:

5. Authorize the City Manager to execute an Agreement with El Dorado Disc Sports Foundation ("EDDS"), for purposes of allowing Amador Chain Anglers Disc Golf Club (ACADGC) to utilize and maintain the Howard Park Disc Golf Course ("HPDGC") – The ACADGC has been using Howard Park for many years without an agreement outlining the responsibilities of the ACADGC or the City as property owner. The City wishes to grant EDDS permission to use Howard Park for the purposes of operating the HPDGC in exchange for a small annual payment for reimbursement.

Mayor Epperson commented that Disc Golf map attached to the agreement shows that the course encroaches on Cemetery property and School District property.

Councilmember Rhoades commented that the agreement should go to the Park and Recreation Commission--they never got to approve the agreement. Also, probably a quarter of the baskets are not on City property and it completely wipes out the BMX Track, which is a very important feature especially what has happened in the last two weeks.

Councilmember Atlan asked if the approval of agreement precludes BMX from using their track. Mayor Epperson talked to Lee Lockhart and he does not think he would have an issue relocating some of the baskets.

After discussion about deleting the map from the agreement, it was moved by Councilmember Wratten, seconded by Councilmember Atlan and carried to delete the map from the Disc Golf Agreement.

AYES: Epperson, Plamondon, Atlan, Wratten

NOES: Rhoades

ABSENT: None

ABSTAIN: None

It was moved by Councilmember Atlan, seconded by Vice Mayor Plamondon and carried to approve the El Dorado Disc Sports Foundation for purposes of allowing Amador Chain Anglers Disc Golf Club to utilize and maintain the Howard Park Disc Golf Course.

AYES: Epperson, Plamondon, Atlan, Wratten

NOES: Rhoades

ABSENT: None

ABSTAIN: None

I. REPORTS AND COMMUNICATIONS FROM CITY MANAGER:

- Christmas Tree Lighting at Veterans Park – December 9, 2022
- Christmas at the Castle – December 10, 2022
- Christmas Parade – December 10, 2022
- Fire Department Candy Cane Patrol – December 4 – 11, 2022

J. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEM:

Councilmember Atlan – Caltrans will start the Main Street Project December 12, 2022

K. CLOSED SESSION: Councilmember Atlan and Councilmember Rhoades recused themselves.

- Conference with Legal Counsel – Existing Litigation: Section 54956.9 of the Government Code – Amador Court Case Number 22-CV-12824 – Amador Regional Sanitation Authority (ARSA) v City of Ione and California Department of Corrections and Rehabilitation (CDCR)

L. DISPOSITION OF CLOSED SESSION ITEMS: Mayor Epperson reported the following:

- Conference with Legal Counsel – Existing Litigation: Section 54956.9 of the Government Code – Amador Court Case Number 22-CV-12824 – Amador Regional Sanitation Authority (ARSA) v City of Ione and California Department of Corrections and Rehabilitation (CDCR) – **Information was received and direction was given to staff.**

M. ADJOURNMENT:

It was moved by Councilmember Wratten, seconded by Vice Mayor Plamondon and carried to adjourn the meeting.

Respectfully submitted,

Janice Traverso
City Clerk

#2

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

Check Num	Check Issue Date	Vendor ID	Payee	Description	Amount
3313	11/03/2022	4900	HR DYNAMICS & PERFORMANCE MGMNT INC.	SEPTEMBER 2022 HR SERVICES	14,550.00
3302	11/03/2022	4995	ACTUARIAL RETIREMENT CONSULTING, LLC	GASB 75 DISCLOSURES/ VALUATION	3,000.00
3306	11/03/2022	580	BIG VALLEY PRINTING	1K #10 REGULAR ENVELOPES	138.69
3316	11/03/2022	4685	IONE TRADING POST	FIRE - FUEL	3,408.58
3323	11/03/2022	4845	RANDIK PAPER	JANITORIAL SUPPLIES	402.37
3307	11/03/2022	732	CAL.NET INC	INTERNET SERVICE AT EB HALL- OCT 22	117.37
3317	11/03/2022	2071	IW SOLAR LLC	SOLAR PRODUCED- TERTIARY PLANT OCT 22	8,871.65
3314	11/03/2022	1950	HUNT & SONS INC.	ULTRA LOW SULFUR DYED DIESEL #2 PUBLIC WORKS	1,414.68
3306	11/03/2022	580	BIG VALLEY PRINTING	5 K #10 WINDOW ENVELOPES	437.91
3304	11/03/2022	175	AMADOR CO TRANSPORTATION COMM	REGIONAL TRAFFIC MITIGATION FEES FY 21-22	415,388.00
3325	11/03/2022	3810	TOMMY'S GARAGE	14-02 2014 FORD EXPLORER OIL CHANGE & WIPER BLADES	135.70
3324	11/03/2022	3570	STAPLES BUSINESS CREDIT	WASTEWATER OFFICE SUPPLIES	1,296.10
3321	11/03/2022	2910	PERC WATER INC.	TERTIARY OPERATIONS 10/22	37,016.12
3320	11/03/2022	2635	MISSION IT SOLUTIONS INC.	OFFICE 365 EMAIL HOSTING	327.50
3319	11/03/2022	2570	MEEKS-WESTERN BUYERS LLC	12X - 4X6X12 TREATED DF ACQ	625.68
3318	11/03/2022	2105	JACKSON TIRE SERVICE INC	13 FORD TAURUS 4 NEW TIRES	700.40
3326	11/03/2022	4000	VOLCANO TELEPHONE COMPANY	ACCT 63360 11/22	503.17
3322	11/03/2022	2930	PG & E	1493085298-4-CITY YARD	4,345.08
3315	11/03/2022	2040	IONE PHARMACY	BRAUN THERMO LEN FIL/ LDR PULSE OXIMETER EQ	37.04
3312	11/03/2022	1570	FOLKMAN JANITORIAL	EB HALL JANITORIAL SERVICE- OCT 22	800.00
3311	11/03/2022	1410	EMERGENCY SERVICES MARKETING CORP. INC	IAMRESPONDING.COM-YR 4 OF 5 YR SERVICE 2023	660.00
3300	11/03/2022	10	8X8 INC.	VOIP PHONE GF OCT - NOV 22 FAX LINES	102.83
3310	11/03/2022	1355	EASTON'S SERVICE AND REPAIR	JOHNSTON 3000 SERIAL #25C17 PRESSURE VALVE/ BRAKE CLEAN	893.25
3309	11/03/2022	1200	DAVID TAUSSIG & ASSOC. INC	D21-80268.OS IONE/CFD 2005-2 IA 3 PREPAYMENT	47.50
3309	11/03/2022	1200	DAVID TAUSSIG & ASSOC. INC	D22-80266.000 IONE/CFD 2005-2 IA 1 FY 22-23	72.20
3309	11/03/2022	1200	DAVID TAUSSIG & ASSOC. INC	D22-80267.000 IONE/CFD 2005-2 IA 2 FY 22-23	160.30
3309	11/03/2022	1200	DAVID TAUSSIG & ASSOC. INC	D22-80268.000 IONE/CFD 2005-2 IA 3 FY 22-23	230.20
3309	11/03/2022	1200	DAVID TAUSSIG & ASSOC. INC	D22-80269.000 IONE/CFD 2006-1 FY 22-23	22.80

M = Manual Check, V = Void Check

Check Num	Check Issue Date	Vendor ID	Payee	Description	Amount
3308	11/03/2022	875	CARBON COPY INC.	COPY EXPENSE FD - OCT 22	25.54
3308	11/03/2022	875	CARBON COPY INC.	TONER FOR COPIER	471.18
3305	11/03/2022	315	AMADOR WATER AGENCY	005018-021 HYDRANT METER	91.91
3303	11/03/2022	140	ALLIANT INSURANCE SERVICES	AMVP FIRST QTR ENDORSEMENT	384.00
3301	11/03/2022	25	ABC PLUMBING HEATING & AIR COND INC	HYDRO JET 3 MAN HOLES	1,518.75
220811	11/08/2022	390	ARCO BUSINESS SOLUTIONS	ARCO CC - POOR MAN'S BRONZE - FLAGPOLES	12,781.27 M
3355	11/22/2022	5000	REGAS GROUP ENVIRONMENTAL CONSULTANTS	ASBESTOS BLG INSPECTION/ LEAD BLDG INSPECTION	1,750.00
3348	11/22/2022	5005	LIBERTY GUNS & AMMO	150 BOXES AMMUNITION	1,673.10
3336	11/22/2022	2700	CIVICPLUS LLC	SUPPLEM'TL PGS FOR CODE BOOK	1,247.19
3353	11/22/2022	2775	NORTHERN CALIF CITIES SELF INS	WORKERS COMP-2ND QTR FY 22-23	27,714.50
3336	11/22/2022	2700	CIVICPLUS LLC	MEETINGS MODULE	4,160.00
3336	11/22/2022	2700	CIVICPLUS LLC	WEBSITE HOSTING	3,760.00
3349	11/22/2022	2375	LIFE- ASSIST INC	OBSTETRICAL KIT (OB KIT	206.40
3360	11/22/2022	3810	TOMMY'S GARAGE	2005 FOR RANGER OIL CHANGE & ACTUATOR REPLACEMENT	417.16
3347	11/22/2022	2305	LEAGUE OF CALIFORNIA CITIES	SAC VALLEY DIVISION MEETING	70.00
3346	11/22/2022	2105	JACKSON TIRE SERVICE INC	ENG 6236 REPAIR DRIVER INNER DUAL	55.89
3345	11/22/2022	2040	IONE PHARMACY	LDR BANDAGES	5.15
3343	11/22/2022	1950	HUNT & SONS INC.	FUEL - FIRE	107.90
3330	11/22/2022	420	AT&T CALNET 3	MO. PHONE SERV. BANK:9391064373 10/22	231.68
3330	11/22/2022	420	AT&T CALNET 3	MO. PHONE SERV. BAN:9391033961 10/22	793.98
3330	11/22/2022	420	AT&T CALNET 3	MO. PHONE SERV. BAN:9391037281 10/22	23.92
3330	11/22/2022	420	AT&T CALNET 3	MO. PHONE SERV. BAN:9391037282 10/22	68.40
3331	11/22/2022	425	ATT MOBILITY	ACCT 287312741394 - PD FIRSTNET 10/22	520.13
3331	11/22/2022	425	ATT MOBILITY	ACCT 287314845930 - FIRSTNET 10/22	416.04
3357	11/22/2022	5010	SERVPRO OF EL DORADO HILLS/ PLACERVILLE	WATER DAMAGE DEMO CITY HALL - ARPA (PENDING INSURANCE)	35,609.70
3350	11/22/2022	2480	MACKEY, DEBBIE	TRUNK OR TREAT REIMBURSEMENT	51.96
3358	11/22/2022	4675	SOROPTIMIST OF AMADOR COUNTY	RENTAL DEPOSIT RETURN	410.00
3361	11/22/2022	3817	TOUCH FREE EXPRESS CAR WASH	POLICE VEHICLE CAR WASH - NOV 2022	200.00
3331	11/22/2022	425	ATT MOBILITY	ACCT 829264128 - 10/22	82.44

Check Num	Check Issue Date	Vendor ID	Payee	Description	Amount
3331	11/22/2022	425	ATT MOBILITY		869.96
				ACCT 287309023056 - FD FIRSTNET 10/22	
3363	11/22/2022	2775	NORTHERN CALIF CITIES SELF INS		5,000.00
				2021-22 LIABILITY BANKING LAYER ASSESSMENT	
3334	11/22/2022	905	CASELLE INC.		1,813.00
				CONTRACT SUPPORT/MAINT - NOV 2022	
3335	11/22/2022	975	CENTRAL VALLEY TOXICOLOGY INC		85.00
				TOXICOLOGY SCREENING	
3337	11/22/2022	1035	COASTLAND CIVIL ENGINEERING INC		301.13
				864803 IONE - WILDFLOWER UNIT 1	
3337	11/22/2022	1035	COASTLAND CIVIL ENGINEERING INC		712.50
				864897 IONE CITY ENGINEER 22/23	
3337	11/22/2022	1035	COASTLAND CIVIL ENGINEERING INC		8,250.78
				864898 IONE BLDG DEPT FY 22/23	
3339	11/22/2022	1255	DEPARTMENT OF JUSTICE		125.00
				FINGER PRINTS	
3340	11/22/2022	1545	FIRST SECURITY FINANCE INC.		3,494.32
				IONE-CA-2008-1 INT.-11/22	
3338	11/22/2022	1220	DE LAGE LANDEN INC.		414.85
				MONTHLY COPIER LEASE 10/22	
3338	11/22/2022	1220	DE LAGE LANDEN INC.		350.74
				MONTHLY COPIER LEASE 11/22	
3329	11/22/2022	315	AMADOR WATER AGENCY		10,168.08
				005018-012 1600 W MARLETTE	
3328	11/22/2022	30	ACES		152.00
				DUMP APPLIANCE WITH FREON	
3333	11/22/2022	540	BENEFIT COORDINATORS CORPORATION		360.95
				LIFE INSURANCE & AD&D BENEFITS- NOV 2022	
3328	11/22/2022	30	ACES		282.49
				HOWARD PK BIN-10/22	
3327	11/22/2022	25	ABC PLUMBING HEATING & AIR COND INC		1,181.25
				PUMP MANHOLE/HYDROJET	
3327	11/22/2022	25	ABC PLUMBING HEATING & AIR COND INC		787.50
				HYDRO JET SEWER MAIN LATERAL PLUGGED WITH ROCKS	
3327	11/22/2022	25	ABC PLUMBING HEATING & AIR COND INC		1,571.25
				HYDRO JET AMADOR AND SUTTER ST	
3327	11/22/2022	25	ABC PLUMBING HEATING & AIR COND INC		840.00
				HYDRO JET MANHOLE LOCATED AT KEITH ST	
3327	11/22/2022	25	ABC PLUMBING HEATING & AIR COND INC		759.38
				HYDRO JET MANHOLE CITY HALL	
3327	11/22/2022	25	ABC PLUMBING HEATING & AIR COND INC		928.13
				PLUGGED MANHOLE PLYMOUTH HWY	
3354	11/22/2022	2930	PG & E		4,047.84
				3118061205-8 STREET LIGHTS EBR	
3341	11/22/2022	1615	GALT PIPE COMPANY		342.69
				90 DEGREE ELBOW/ CUTTING CHARGE 1/2" THRU 6" 1-3	
				PCS	
3342	11/22/2022	1920	HI-TECH E V S INC		161.39
				ENG 6231 SOLENOID VALVE	
3342	11/22/2022	1920	HI-TECH E V S INC		688.38
				ENG 6230 REPAIR	
3344	11/22/2022	2005	IONE ACE HARDWARE		1,636.71
				OVERPAYMENT CORRECTION	
3362	11/22/2022	3830	TRAVERSO, JANICE		26.26
				TRAVEL REIMBURSEMENT NOV 2022	
3363	11/22/2022	3910	UNITED ROTARY BRUSH CORP		1,250.84
				SWEEPER BRUSHES	
3363	11/22/2022	3910	UNITED ROTARY BRUSH CORP		1,271.51
				SWEEPER BRUSHES	
3332	11/22/2022	4745	BENEFIT COORDINATORS CORP.		2,361.00
				VISION - RESTRICTED PD	

Check Num	Check Issue Date	Vendor ID	Payee	Description	Amount
3364	11/22/2022	4765	WEST YOST ASSOCIATES	WDR RENEWAL ASSISTANCE	12,927.50
3364	11/22/2022	4765	WEST YOST ASSOCIATES	ARPA - INTERCONNECT PIPELINE PROJECT	68.25
3364	11/22/2022	4765	WEST YOST ASSOCIATES	ARPA - INTERCONNECT PIPELINE PROJECT	585.25
3364	11/22/2022	4765	WEST YOST ASSOCIATES	ARPA - INTERCONNECT PIPELINE PROJECT	463.25
3352	11/22/2022	3145	NAPA AUTO PARTS	916811 - VALVE	709.87
3356	11/22/2022	3315	SANDY GULCH SIGN COMPANY	HOWARD PARK LIGHT/ #923 PHOTO SWITCH STONEBROOK	348.38
3351	11/22/2022	2485	MACKEY, KEN	DON LUIS GIFT CARDS ORAL BOARD PANELS	75.00
3359	11/22/2022	3655	SUN BADGE COMPANY	SUNTONE BADGE/ ANTIQUED PRESTON CASTLE & COLORED CITY SEAL	138.95
3359	11/22/2022	3655	SUN BADGE COMPANY	10 REGULAR SILTONE BADGES	1,230.55
1314	11/28/2022	5015	ADVANCED BUS AND TRUCK DRIVING SCHOOL	CLASS B LICENSE COURSE	3,250.00
Grand Totals:					660,585.24

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

CITY OF IONE
FINANCE AND TREASURY REPORT FY 2022-2023
MONTH END: November 2022

Reconciled Bank Balance

General Checking Account - American River Bank

Balance Per Bank Statement	6,828,539.44
Less: Outstanding Checks/Wires	(33,331.16)
Add: Deposits in Transit	14,780.40
Bank Adjustments	(64.65)
Reconciled Balance	6,809,924.03

Sweep Savings Account - American River Bank

Balance Per Bank Statement	515,717.07
Less: Outstanding Checks/Wires	
Add: Deposits in Transit	
Reconciled Balance	515,717.07

General Checking Account - Wells Fargo Bank

Balance Per Bank Statement	600,889.18
Less: Outstanding Checks/Wires	(5,550.38)
Add: Deposits in Transit	86.40
Reconciled Balance	595,425.20

Secondary Checking Account - American River Bank - CLOSED

Balance Per Bank Statement	-
Less: Outstanding Checks/Wires	
Add: Deposits in Transit	
Reconciled Balance	-

Xpress Billpay Deposit Account

Balance Per Bank Statement	90,429.95
Less: Outstanding Checks/Wires	
Add: Deposits in Transit	1,028.30
Reconciled Balance	91,458.25

LAIF Account

Balance Per Bank Statement	3,834,636.63
Less: Outstanding Checks/Wires	
Add: Deposits in Transit	
Reconciled Balance	3,834,636.63

Balance Per Bank Statement	302,778.04
Less: Outstanding Checks/Wires	
Add: Deposits in Transit	
Reconciled Balance	302,778.04


Balance Per Bank Statement	56,355.20
Less: Outstanding Checks/Wires	
Add: Deposits in Transit	
Reconciled Balance	56,355.20

TOTAL	<u>12,206,294.42</u>
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CITY OF IONE
FINANCE AND TREASURY REPORT FY 2022-2023
MONTH END: November 2022

BALANCE PER GENERAL LEDGER

General Checking Account - American River Bank	<u>6,809,924.03</u>
Sweeps Savings Account - American River Bank	<u>515,717.07</u>
General Checking Account - Wells Fargo	<u>595,425.20</u>
Secondary Checking Account - American Bank	<u>-</u>
Xpress Billpay Deposit Account	<u>91,458.25</u>
LAIF	<u>3,834,636.63</u>
Cantella & Co. - Investment	<u>302,778.04</u>
Certificate of Deposit - American River Bank	<u>56,355.20</u>
Reconciled Balance	<u>12,206,294.42</u>
TOTAL	<u>12,206,294.42</u>
Reconciled Difference	<u>-</u>



Chris Hancock, Finance Manager

12/15/2022
Date

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

01 - ARB - Primary Checking (ARB - Primary Checking) (1)
November 30, 2022

Acco 9999001010

Bank Account Number:

Bank Statement Balance:	6,828,539.44	Book Balance Previous Month:	7,294,822.91
Outstanding Deposits:	14,780.40	Total Receipts:	367,813.69
Outstanding Checks:	33,331.16	Total Disbursements:	852,712.57
Bank Adjustments:	64.65-	Book Adjustments:	.00
Bank Balance:	<u>6,809,924.03</u>	Book Balance:	<u>6,809,924.03</u>

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
160	87.00	179	332.00	1219	13,901.81		
176	29.00	1218	217.09	1220	213.50	Total:	<u>14,780.40</u>

Deposits cleared: 74 items Deposits Outstanding: 6 items

Outstanding Checks

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
1228	2,404.75	1802	50.00	3081	122.10	3335	85.00
1314	3,250.00	1913	79.02	3165	122.10	3339	125.00
1390	222.60	1925	40.70-	3251	18.00	3350	51.96
1438	80.00	2358	2.60	3256	36.00	3351	75.00
1439	101.43	2480	50.00	3269	240.00	3356	348.38
1446	1,446.25	2488	51.70	3292	46.40	3358	410.00
1712	50.05	2572	18.75	3317	8,871.65	3359	1,369.50
1755	25.84	2599	7,550.27	3327	6,067.51		
						Total:	<u>33,331.16</u>

Checks cleared: 90 items Checks Outstanding: 31 items

Bank Adjustments

Description	Amount	Description	Amount
UNIDENTIFIED BUSINESS LICENSE	64.00-	UNIDENTIFIED	.65-
		Total:	<u>64.65-</u>

Book Adjustments

No book adjustments found!

02 - ARB - Sweep Savings (ARB - Sweep Savings) (2)
November 30, 2022Acco 9999001020
Bank Account Number:

Bank Statement Balance:	515,717.07	Book Balance Previous Month:	515,697.99
Outstanding Deposits:	.00	Total Receipts:	19.08
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	515,717.07	Book Balance:	515,717.07

Outstanding Deposits

No outstanding deposits found!
Deposits cleared: 1 items Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!
Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

03 - WF - Checking (WF - Checking) (3)
November 30, 2022Acco 9999001030
Bank Account Number:

Bank Statement Balance:	600,889.18	Book Balance Previous Month:	583,127.71
Outstanding Deposits:	86.40	Total Receipts:	13,845.24
Outstanding Checks:	5,550.38	Total Disbursements:	1,547.75
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	595,425.20	Book Balance:	595,425.20

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
202	86.40						
						Total:	86.40

Deposits cleared: 14 items Deposits Outstanding: 1 items

Outstanding Checks

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
50261	137.51	52739	1,728.12	53103	35.10	53321	5.00
51658	40.00	52775	176.12	53215	51.88		
52116	103.43	52817	345.20	53234	150.00	Total:	5,550.38
52119	1,339.96	52842	122.10	53302	1,315.96		

Checks cleared: 2 items Checks Outstanding: 13 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

04 - ARB - Secondary Checking (ARB - 5168 Secondary Checking) (4)
November 30, 2022

Acco

Bank Account Number: **Closed**

Bank Statement Balance:

Outstanding Deposits:

Outstanding Checks:

Bank Adjustments:

Bank Balance: _____

Book Balance Previous Month:

Total Receipts:

Total Disbursements:

Book Adjustments:

Book Balance: _____

05 - XPRESS BILLPAY DEPOSIT ACCT. (X) (5)
November 30, 2022Acco 9999001050
Bank Account Number:

Bank Statement Balance:	90,429.95	Book Balance Previous Month:	54,414.10
Outstanding Deposits:	1,028.30	Total Receipts:	36,962.75
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	91,458.25	Book Balance:	91,376.85

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
256	40.70	1278	40.70	1280	45.70		
1277	283.50	1279	536.30				
						Total:	946.90

Deposits cleared: 54 items Deposits Outstanding: 5 items

Outstanding Checks

No outstanding checks found!
Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

*** Bank Balance does not equal Book Balance

*** Outstanding Deposit amount is incorrect

20 - LAIF (LAIF) (20)
November 30, 2022Acco 9999001120
Bank Account Number:

Bank Statement Balance:	3,834,636.63	Book Balance Previous Month:	3,834,636.63
Outstanding Deposits:	.00	Total Receipts:	.00
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	3,834,636.63	Book Balance:	3,834,636.63

Outstanding Deposits

No outstanding deposits found!
Deposits cleared: 0 items Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!
Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

21 - CANTELLA INVESTMENTS (CANTELLA INVESTMENTS) (21)

November 30, 2022

Acco 9999001121

Bank Account Number:

Bank Statement Balance:	302,778.04	Book Balance Previous Month:	298,803.05
Outstanding Deposits:	.00	Total Receipts:	3,974.99
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	302,778.04	Book Balance:	302,778.04

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
2	.00						
						Total:	.00

Deposits cleared: 2 items Deposits Outstanding: 1 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

30 - ARB - CD 4899 (ARB - CD 4899) (30)
November 30, 2022Acco 9999001130
Bank Account Number:

Bank Statement Balance:	56,355.20	Book Balance Previous Month:	56,350.42
Outstanding Deposits:	.00	Total Receipts:	4.78
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	56,355.20	Book Balance:	56,355.20

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
2	.00						
						Total:	.00

Deposits cleared: 1 items Deposits Outstanding: 1 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

Agenda Item

3

DATE: December 20, 2022

TO: Mayor Epperson and City Council

FROM: Michael Rock, City Manager
Jordan Doerksen, Executive Assistant to City Manager

SUBJECT: Receive and File Administration Department 2022 third Quarter Report

RECOMMENDED ACTION:

1. Receive and file lone Administration Department 2022 third Quarter Report.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

BACKGROUND:

This quarterly report is for the months of July through September 2022. This report is designed to give you an understanding of the day to day operations of the lone Administration (Department) and staff for the third quarter of 2022.

The Department's performance metrics are a work in progress and staff are currently developing new systems and processes for tracking/quantifying certain activities for reporting purposes. As these systems and processes are put in place, the Department will provide additional reporting detail to its quarterly reports.

ATTACHMENTS:

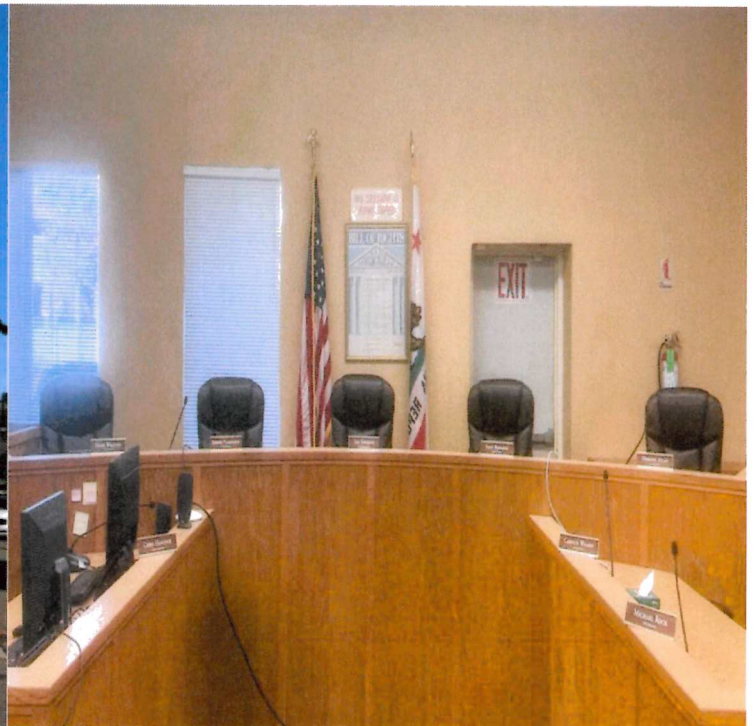
Summary – 2022 Third Quarter Report



City of Lone

Administration Department

2022 Third Quarter Report





Making Progress

- The Police Station and City Hall remodel design plans are complete. The next step is to have the City Engineer review the design plans and then write the RFP to invite bids for Construction Services.
- The Sewer Rate Study is underway through Willdan and in the Spring of next year a draft proposal on the rates will be presented to the Wastewater Committee and the City Council for direction.
- A Master Fee review is underway and is being conducted by City staff. Recommendations to the City Council will be presented as part of the Draft Budget in April/May 2023.
- We began the process of publishing a monthly City Manager Newsletter in September of this year. This newsletter will keep Ione residents up to date on upcoming projects for the City as well as monthly announcements from our Department Heads, as opposed to the City Newsletter included in the sewer bills which inform of upcoming events around town.
- On September 6th, we were able to choose three top candidates out of nine total for a Website Remodel RFP. The three chosen were Granicus, CivicPlus, and Planeteria. The final decision resulted in a contract with CivicPlus and our new website should be up by early 2023.



New Employment

07/01/2022 – 09/30/2022

The City was lucky to have hired eight new, well-qualified employees between the months of July and September. Two for the Fire Department, one for Public Works, three for the Police Department and two for Administration.

Employee	Hire Date	Position
Summer Noguchi	07/07/2022	Volunteer Firefighter
Benjamin Oneto	08/03/2022	Volunteer Firefighter
Josiah Molin	07/26/2022	Maintenance Worker
Joseph Andriola	08/02/2022	Police Officer
Christopher Reeder	08/05/2022	Police Officer
Pollie Pent	08/30/2022	Police Reserve
Michael Rock	09/20/2022	City Manager
Jordan Doerksen	09/12/2022	Executive Assistant to CM

We are currently recruiting for a new Building Official/Code Enforcement Officer and Maintenance Worker and have been very successful in the number of resumes submitted for the positions. Interviews have or will be scheduled soon.



Finance Reports

Report Period 07/01/2022 – 09/30/2022

July 2022

Reconciled Bank Balance

General Checking Account - American River Bank

Balance Per Bank Statement	<u>7,368,075.30</u>
Less: Outstanding Checks/Wires	<u>(29,103.28)</u>
Add: Deposits in Transit	<u>3,523.63</u>
Bank Adjustments	<u>(64.65)</u>
Reconciled Balance	<u>7,342,431.00</u>

Sweep Savings Account - American River Bank

Balance Per Bank Statement	<u>191,104.23</u>
Less: Outstanding Checks/Wires	<u></u>
Add: Deposits in Transit	<u></u>
Reconciled Balance	<u>191,104.23</u>

General Checking Account - Wells Fargo Bank

Balance Per Bank Statement	<u>483,661.50</u>
Less: Outstanding Checks/Wires	<u>(5,550.38)</u>
Add: Deposits in Transit	<u>86.40</u>
Reconciled Balance	<u>478,197.52</u>

Secondary Checking Account - American River Bank

Balance Per Bank Statement	<u>324,539.27</u>
Less: Outstanding Checks/Wires	<u></u>
Add: Deposits in Transit	<u></u>
Reconciled Balance	<u>324,539.27</u>



Finance Reports Continued

Xpress Billpay Deposit Account

Balance Per Bank Statement	<u>534,900.36</u>
Less: Outstanding Checks/Wires	<u> </u>
Add: Deposits in Transit	<u>1,021.52</u>
Reconciled Balance	<u>535,921.88</u>

LAIF Account

Balance Per Bank Statement	<u>3,821,633.02</u>
Less: Outstanding Checks/Wires	<u> </u>
Add: Deposits in Transit	<u> </u>
Reconciled Balance	<u>3,821,633.02</u>

Cantella & Co. - Investment

Balance Per Bank Statement	<u>306,949.52</u>
Less: Outstanding Checks/Wires	<u> </u>
Add: Deposits in Transit	<u> </u>
Reconciled Balance	<u>306,949.52</u>

Certificate of Deposit - American River Bank

Balance Per Bank Statement	<u>56,336.37</u>
Less: Outstanding Checks/Wires	<u> </u>
Add: Deposits in Transit	<u> </u>
Reconciled Balance	<u>56,336.37</u>

TOTAL	<u><u>8,643,221.54</u></u>
--------------	----------------------------



Finance Reports Continued

August 2022

Reconciled Bank Balance

General Checking Account - American River Bank

Balance Per Bank Statement	<u>7,226,309.89</u>
Less: Outstanding Checks/Wires	<u>(42,081.42)</u>
Add: Deposits in Transit	<u>1,116.94</u>
Bank Adjustments	<u>(64.65)</u>
Reconciled Balance	<u>7,185,280.76</u>

Sweep Savings Account - American River Bank

Balance Per Bank Statement	<u>515,659.21</u>
Less: Outstanding Checks/Wires	<u></u>
Add: Deposits in Transit	<u></u>
Reconciled Balance	<u>515,659.21</u>

General Checking Account - Wells Fargo Bank

Balance Per Bank Statement	<u>521,670.76</u>
Less: Outstanding Checks/Wires	<u>(5,550.38)</u>
Add: Deposits in Transit	<u>86.40</u>
Reconciled Balance	<u>516,206.78</u>

Secondary Checking Account - American River Bank - CLOSED

Balance Per Bank Statement	<u>-</u>
Less: Outstanding Checks/Wires	<u></u>
Add: Deposits in Transit	<u></u>
Reconciled Balance	<u>-</u>



Finance Reports Continued

Xpress Billpay Deposit Account

Balance Per Bank Statement	<u>574,009.12</u>
Less: Outstanding Checks/Wires	<u> </u>
Add: Deposits in Transit	<u>767.66</u>
Reconciled Balance	<u>574,776.78</u>

LAIF Account

Balance Per Bank Statement	<u>3,821,633.02</u>
Less: Outstanding Checks/Wires	<u> </u>
Add: Deposits in Transit	<u> </u>
Reconciled Balance	<u>3,821,633.02</u>

Cantella & Co. - Investment

Balance Per Bank Statement	<u>305,359.24</u>
Less: Outstanding Checks/Wires	<u> </u>
Add: Deposits in Transit	<u> </u>
Reconciled Balance	<u>305,359.24</u>

Certificate of Deposit - American River Bank

Balance Per Bank Statement	<u>56,341.15</u>
Less: Outstanding Checks/Wires	<u> </u>
Add: Deposits in Transit	<u> </u>
Reconciled Balance	<u>56,341.15</u>
TOTAL	<u>12,975,256.94</u>



Finance Reports Continued

September 2022

Reconciled Bank Balance

General Checking Account - American River Bank

Balance Per Bank Statement	<u>7,408,351.60</u>
Less: Outstanding Checks/Wires	<u>(79,871.35)</u>
Add: Deposits in Transit	<u>1,730.96</u>
Bank Adjustments	<u>(64.65)</u>
Reconciled Balance	<u>7,330,146.56</u>

Sweep Savings Account - American River Bank

Balance Per Bank Statement	<u>515,678.28</u>
Less: Outstanding Checks/Wires	<u></u>
Add: Deposits in Transit	<u></u>
Reconciled Balance	<u>515,678.28</u>

General Checking Account - Wells Fargo Bank

Balance Per Bank Statement	<u>552,473.06</u>
Less: Outstanding Checks/Wires	<u>(5,550.38)</u>
Add: Deposits in Transit	<u>86.40</u>
Reconciled Balance	<u>547,009.08</u>

Secondary Checking Account - American River Bank - CLOSED

Balance Per Bank Statement	<u>-</u>
Less: Outstanding Checks/Wires	<u></u>
Add: Deposits in Transit	<u></u>
Reconciled Balance	<u>-</u>



Finance Reports Continued

Xpress Billpay Deposit Account

Balance Per Bank Statement	<u>60,796.03</u>
Less: Outstanding Checks/Wires	<u> </u>
Add: Deposits in Transit	<u>1,471.40</u>
Reconciled Balance	<u>62,267.43</u>

LAIF Account

Balance Per Bank Statement	<u>3,821,633.02</u>
Less: Outstanding Checks/Wires	<u> </u>
Add: Deposits in Transit	<u> </u>
Reconciled Balance	<u>3,821,633.02</u>

Cantella & Co. - Investment

Balance Per Bank Statement	<u>301,158.13</u>
Less: Outstanding Checks/Wires	<u> </u>
Add: Deposits in Transit	<u> </u>
Reconciled Balance	<u>301,158.13</u>

Certificate of Deposit - American River Bank

Balance Per Bank Statement	<u>56,345.79</u>
Less: Outstanding Checks/Wires	<u> </u>
Add: Deposits in Transit	<u> </u>
Reconciled Balance	<u>56,345.79</u>

TOTAL	<u><u>12,634,238.29</u></u>
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Agenda Item

4

DATE: December 20, 2022

TO: Mayor Epperson and City Council

FROM: Michael Rock, City Manager
Todd Waklee, Public Works Manager

SUBJECT: Receive and File Lone Public Works Department 2022 3rd Quarter Report

RECOMMENDED ACTION:

1. Receive and file Public Works Department 2022 3rd Quarter Report.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

BACKGROUND:

This quarterly report is for the months of July through September 2022. This report is designed to give you an understanding of the day to day operations of the Lone Public Works Department (Department) and staff for the 3rd quarter of 2022.

The Department's performance metrics are a work in progress and staff are currently developing new systems and processes for tracking/quantifying certain activities for reporting purposes. As these systems and processes are put in place, the Department will provide additional reporting detail to its quarterly reports.

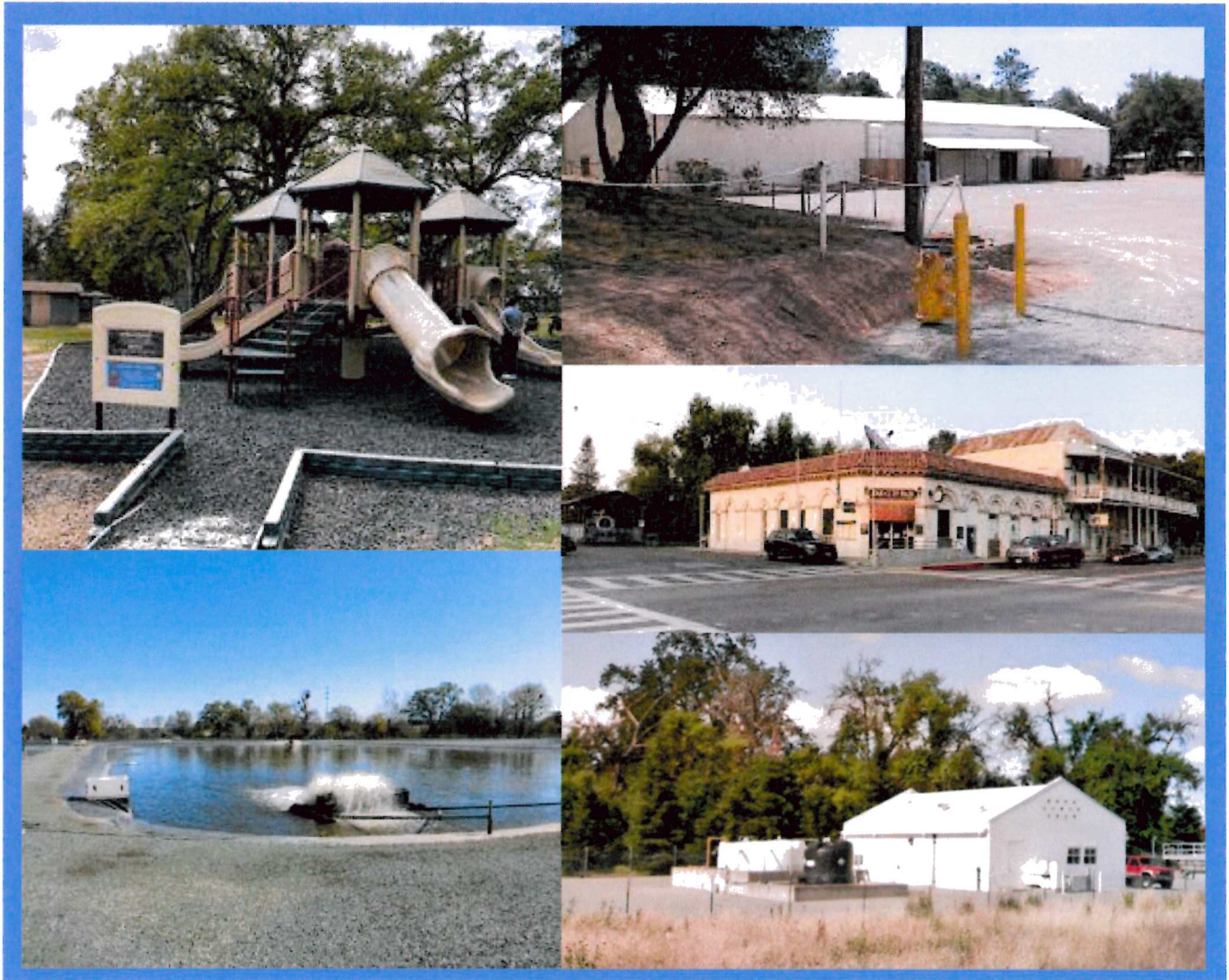
ATTACHMENTS:

Summary – 2022 3rd Quarter Report



City of Lone
Public Works Department

2022 Third Quarter Report





Permit Summary Report by Permit Type

Permit Date 07/01/2022 TO 09/30/2022

	JULY	AUGUST	SEPT	TOTAL
Building	\$6,304.41	\$3,497.32	\$6,272.14	\$16,073.87
Electrical	\$3,742.03	\$7,601.28	\$2,805.78	\$14,149.09
Mechanical	\$994.00	\$885.00	\$387.00	\$2,266.00
New SFD	\$17,757.86	0.00	\$57,388.34	\$75,146.20
Plumbing	\$166.00	\$166.00	0.00	\$332.00
Totals	\$28,964.30	\$12,149.60	\$66,853.26	\$107,967.16

Building = Pools, patio covers, remodels

Electrical = Mostly solar & meter upgrades

Mechanical = HVAC

Plumbing = New gas lines / HWH

Certificates of Occupancy Issued

Period of 07/01/2022 TO 09/30/2022

	JULY	AUGUST	SEPT	TOTAL
No. of Certificates	11	6	3	20



Permit Summary Report by Inspection Type

Inspection Date 07/01/2022 TO 09/30/2022

	JULY	AUG	SEPT	TOTAL
Code Enforcement	0	1	0	1
Consultation	3	3	0	3
Demo	0	0	0	0
Drywall	4	11	4	19
Electrical	4	2	4	10
Electrical Panel	0	0	0	0
Electrical Panel – Meter Tag	1	30	0	31
Energy	0	0	0	0
Final Building Inspections	1	0	3	4
Final Department Inspections	0	0	2	2
Final Inspections	10	14	1	25
Footings/Underground Plumbing	8	4	0	12
Footings	1	0	1	2
Frame, Rough MEP	6	11	3	20
Framing	2	1	1	4
Gas Line Approval – Yellow Tag	6	13	4	23
Grading – (ADA & non-ADA)	0	0	0	0
HVAC Final	4	2	0	6
Inspection	0	1	1	1
Lath	7	11	0	18
Mechanical	0	2	5	7
Plumbing	0	3	6	9
Pool/Spa	7	14	12	33
Re-Roof - Final	0	2	0	2
Roof Nail	9	10	8	27
Sewer Lateral	11	0	0	11
Shear Nailing	4	12	1	17
Solar P/V Final	7	11	12	30
Structure	0	0	22	22
Structural Slab	5	5	0	10
Water Heater	1	1	1	3
Water Lateral	11	0	0	11
TOTALS	112	164	91	458



Miscellaneous Items by Type

Report Period 07/01/2022 TO 09/30/2022

	JULY	AUG	SEPT	TOTAL
EB Hall Rental*	-	4	2	6
Amphitheater	1	-	1	2
Bathroom Rental **	-	-	2	2
Sports Fields***	-	-	-	-
Special Events	1	-	-	1
Arena Activity (events)	-	1	1	2
Banners	1	1	0	2
Light Repair Requests	3	2	2	7
Misc. Work Orders	-	-	-	-
Complaints Handled	3	5	6	14
Tree Permit Inspections			1	1
TOTALS	9	13	15	37

*Number of Events (not days rented)

**EB Hall and Soccer

***Soccer & Baseball – events held outside of MOU's

Rental Revenues Report

Report Period 07/01/2022 TO 09/30/2022

Start Date	End Date	Account	Description	Amount
7/1/2022	9/30/2022	1111-44-4421	EB Hall Revenue	\$5,638.00
7/1/2022	9/30/2022	1111-44-4421	EH Arena Rental	\$3,353.00



PUBLIC WORKS OPERATIONS SCHEDULE*

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
NEW DEVELOPMENT	Daily on-call subdivision inspections	Daily on-call subdivision inspections	Daily on-call subdivision inspections	Daily on-call subdivision inspections	Daily on-call subdivision inspections
GROUPS MAINTENANCE	Drag Arena	Drag Arena	Drag Arena (Feb/Mar to Dec) Mow in-town parks, Picnic Hill	Drag Arena (Feb/Mar to Dec) Mow baseball and soccer fields	Drag Arena
WASTEWATER TREATMENT PLANT	Daily meeting with PERC Staff for oversight of operations	Daily meeting with PERC Staff for oversight of operations	Daily meeting with PERC Staff for oversight of operations	Daily meeting with PERC Staff for oversight of operations	Daily meeting with PERC Staff for oversight of operations
PUBLIC HEALTH	Empty dog waste containers at all City facilities				Empty dog waste containers at all City facilities
	Clean City Hall, skatepark and arena restrooms	Clean City Hall, skatepark and arena restrooms	Clean City Hall, skatepark and arena restrooms	Clean City Hall, skatepark and arena restrooms	Clean City Hall, skatepark and arena restrooms
PARKS & RECREATION	After every rental event do a facility walkthrough.				Prior to any rental event do a facility walkthrough.
	Year-round chemical level checks at pools.	Year-round chemical level checks at pools.	Year-round chemical level checks at pools.	Year-round chemical level checks at pools.	Year-round chemical level checks at pools.
CALTRANS MAINTENANCE AGREEMENT					Every other week, sweep Main Street and Preston Ave. per Caltrans MA. (Swept 7/22)

As-needed basis – Spray weeds, trim trees around signs (site distance), patch holes (potholes).

As-needed basis – Sweep entire city (takes 3 days each time)

As-needed basis – Additional street sweeping for special events.

*This schedule is subject to adjustment without notice due to unforeseen events, circumstances, staffing, etc.

RESOLUTION NO. 2022-29**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF IONE CANVASSING THE BALLOTS AND
CONFIRMING THE NOVEMBER 8, 2022
GENERAL ELECTION RESULTS**

WHEREAS, on the 8th day of November, 2022 a Municipal Election was held, pursuant to the authority of and in conformity with the laws thereto appertaining for the purpose of conduct of General Election for three City Council positions for Four-Year Terms; and one City Council position for a Two-Year Term; and

WHEREAS, votes tallied for the elected Councilmembers were:

Two Year Term:

Stacy Rhoades - Councilmember - 1,635

Four Year Term:

Jack Mitchell – Councilmember - 1,306

Alison LaFayne – Councilmember - 965

Dominic Atlan – Councilmember - 863

NOW, THEREFORE, BE IT RESOLVED that the votes as tallied by the Amador County Registrar of Voters is hereby certified as set forth above.

The foregoing resolution was duly introduced and adopted by the City Council of the City of Ione at their regular meeting held on the 20th day of December, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Epperson, Mayor

Attest:

Janice Traverso, City Clerk

Certified Official Final Results
General Election
November 8, 2022

Amador County, California

STATISTICS

	TOTAL	Election Day	Early Voting	Mail
Election Day Precincts Reporting	47 of 47	47	0	0
Precincts Complete	47 of 47	47	0	0
Precincts Partially Reported	0 of 47	0	0	0
Absentee/ Early Precincts Reporting	47 of 47	0	47	47
Registered Voters - Total	25,951			
Ballots Cast - Total	18,918	1,009	242	17,667
Ballots Cast - Blank	3	0	0	3
Voter Turnout - Total	72.90%			

Certified Official Final Results
General Election
November 8, 2022

Amador County, California

City of Ione Councilmember - Full Term

Vote For 3

	TOTAL	VOTE %	Election Day	Early Voting	Mail
JACK MITCHELL	1,306	24.15%	88	23	1,195
ALISON LAFAYNE	965	17.85%	73	17	875
DOMINIC ATLAN	863	15.96%	42	17	804
GREG MORRIS	812	15.02%	48	11	753
CARL JACKSON	566	10.47%	63	11	492
LARRY CAPUTO	452	8.36%	18	6	428
RODNEY PLAMONDON	392	7.25%	23	13	356
Write-In: Invalid Write-in	47	0.87%	2	0	45
Write-In Totals	51	0.94%	3	0	48
Not Assigned	4	0.07%	1	0	3
Total Votes Cast	5,407	100.00%	358	98	4,951
Overvotes	9		0	0	9
Undervotes	2,042		176	37	1,829
Contest Totals	7,458		534	135	6,789
Precincts Reporting	2 of 2				

City of Ione Councilmember - Short Term

Vote For 1

	TOTAL	VOTE %	Election Day	Early Voting	Mail
STACY RHOADES	1,635	71.84%	117	25	1,493
DANIEL EPPERSON	630	27.68%	45	16	569
Write-In: Invalid Write-in	11	0.48%	0	0	11
Write-In Totals	11	0.48%	0	0	11
Not Assigned	0	0.00%	0	0	0
Total Votes Cast	2,276	100.00%	162	41	2,073
Overvotes	0		0	0	0
Undervotes	210		16	4	190
Contest Totals	2,486		178	45	2,263
Precincts Reporting	2 of 2				

ITEMS 6, 7, & 8

WILL BE PRESENTED

AT THE CITY COUNCIL MEETING

Agenda Item

DATE: December 20, 2022

TO: Mayor Epperson and City Council

FROM: Michael Rock, City Manager

SUBJECT: Advertisement to Receive Bids for the Construction of the Train Depot Park Improvement Project

RECOMMENDED ACTION:

1. Direct staff to advertise the Train Depot Park Improvement Project to solicit bids for construction, authorizing staff in collaboration with the City Manager, City Attorney and City Engineer to make amendments and release addendum as required for legal and technical bidding administration.

FISCAL IMPACT:

Funds in an amount not to exceed the amount of \$177,952 have been secured for this project through a Department of Parks and Recreation Per Capita Grant program with additional funding, as required, through the City Parks Development Impact Fee Program. In addition to the base bid, two additive bid items are included in the bid documents for landscaping improvements, and the construction of a paved parking area. This provides flexibility to advance the project in phases should the bid for all elements exceed available funds.

BACKGROUND:

Construction of a Train Depot Park adjacent to the Train Depot Building for public recreation and interaction with elements of City heritage was scoped as part of City planning activities. Accordingly, engineering plans were prepared for the improvements by Weatherby-Reynolds-Fritson. Initial construction activities were initiated in previous years and amendments were made to the engineering plans based on public input. As a public project, the remaining improvements are required to be advertised and awarded in accordance with the Public Contract Code.

Staff anticipates advertisement through December and January and returning to City Council based on the outcome of the bid process for award of a construction contract.

ATTACHMENTS:

Bid Documents - Train Depot Park Improvement Project



City of
IONE California
The Castle City. Gateway to the Motherlode

BID DOCUMENTS FOR THE TRAIN DEPOT PARK IMPROVEMENT PROJECT

City of Ione
1 East Main Street
PO Box 398
Ione, CA 95640
(209) 274-2412

Bids due: 2:00 P.M. on January 30, 2023
Deliver bids to the Attention of the City Clerk

**For information pertaining to the construction plans and specifications,
contact:**

Jonathan Mitchell, City Engineer
Telephone: (916) 662-0634, E-mail: jmitchell@willdan.com

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PART I. BIDDING REQUIREMENTS

SECTION A.

INVITATION TO BID

NOTICE IS HEREBY GIVEN that sealed bids will be received at Ione City Hall, to the Attention of the City Clerk, located at 1 Main Street Ione, CA 95640. Mailed Bids shall be addressed to:

Attention: City Clerk
City of Ione
1 East Main Street
PO Box 398
Ione, CA 95640

Bids shall be accepted until **2:00 p.m.** local time on Monday January 30, 2023, and shall include the furnishing of all labor, material, tax, transportation, equipment, and services necessary for the:

TRAIN DEPOT PARK IMPROVEMENT PROJECT

Bids will be opened and tabulated by or on behalf of the City Clerk at City Hall after 2:00 o'clock, p.m., on Monday, January 30, 2023. Any bids received after the time specified shall be returned unopened.

A-1. Description of Work

The proposed Work shall be performed in accordance with the plans, specifications and other Contract documents and shall include but not be limited to the following: constructing a parking area, drainage improvements, restroom building, concrete mow strip, and include alternate bid items for landscape design and construct as well as play-area surface at the locations shown on the Project Plans (Work). The Project Plans are titled Projects at Ione Train Depot.

A-2. Obtaining Contract Documents

Plans, specifications and other Contract documents may be examined and/or obtained at City Hall, located at 1 E Main Street, Ione, California. A copy of bid documents may be obtained at City Hall upon request and payment of \$10.00 or may be mailed upon request and payment of \$20.00. The amount of the payment is non-refundable. You may also view and download the plans, specifications, and other bid documents at the City website. Any Addendum shall be posted with notice through the same website, unless the potential bidder comes to the City to request a physical copy, and then such physical copy will be provided.

A-3. Submission of Proposals

All proposals must be submitted no later than the time prescribed above. The Bidder is wholly responsible to see that the bid is submitted at the time and place designated for the opening of bids. Any bid received after the time and date specified shall not be considered and shall be returned unopened. Any bid may be withdrawn prior to the scheduled time for opening of the bids.

Each bid must conform and be responsive to this notice and shall be made on the official proposal forms furnished with the contract documents.

Hand delivered bids on the day of the bid opening shall be made to the City Clerk at the address set forth above. Mailed bids must be received by the City Clerk prior to the hour and date of the bid opening and shall be addressed to the City Clerk at the address set forth above.

Attention is directed to the provisions of California Business and Professions Code section 7028.15, which makes it a misdemeanor for any person without a valid contractor's license (with specific exceptions) to submit a bid to act as a Contractor to a public agency.

A-4. Proposal Guarantee

Each bid must be sealed and accompanied by cash, a cashier's check, certified check or bid bond, executed on the prescribed form, in an amount not less than ten (10) percent of the total bid price payable to the City of Ione (City).

The cash, cashier's check, certified check or bid bond shall be given as a guarantee that the successful Bidder shall enter into a written contract within ten (10) days after being requested to do so and shall be considered as the stipulated amount of damages in the event the Bidder is unable to or refuses to execute a Contract for the Work. Upon an award to the successful Bidder, the security of unsuccessful Bidders shall be returned in a reasonable period of time.

Bidders are hereby notified that in accordance with the provisions of Public Contract Code section 22300, securities may be substituted for any monies, which the City may withhold pursuant to the terms of this Contract to ensure performance.

If the Bidder elects to provide a bid bond, the bond shall be furnished by a company that is authorized and licensed by the Insurance Commissioner as an "admitted surety insurer in the state of California."

A-5. Construction License

The successful Bidder must possess a current valid Class "B" General Building or appropriate combination of Class C licenses.

A-6. Award

The award shall be made to the lowest responsible Bidder submitting the lowest responsive bid. The lowest bid will be based on the base bid plus the sum of all the add alternatives. The City may elect to award contract for the base-bid Work only, or a combination of the base bid Work

plus additive alternative(s) Work. The award of the Contract shall be made by the City Council. The Contractor shall execute the Contract within ten (10) days after he or she has received the Contract from the City.

The City reserves the right to waive any irregularity in the proposals. No bid may be withdrawn for a period of sixty (60) days after the opening of bids.

A-7. Rejection of Bids

The City reserves the right to reject any and all bids. Any bid not conforming to the intent and purpose of the Contract documents may be rejected at the discretion of the City. The City reserves the right to make all awards in the best interest of the City.

A-8. Disqualification of Bidder

If there is a reason to believe that collusion exists among any Bidders, none of the bids of the participants in such collusion shall be considered and the City may likewise elect to reject all bids received.

A-9. Relief of Bidder

Attention is directed to the provisions of Public Contract Code section 5101 and following, concerning relief of Bidders and in particular to the requirements therein that if the Bidder claims a mistake was made in his bid, the Bidder shall give the City written notice, within five (5) calendar days after the opening of bids of the alleged mistake, specifying in the notice, in detail, how the mistake occurred.

A-10. Prevailing Wages

Bidders are hereby notified that the California Director of Industrial Relations has determined the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification, or type of worker needed to execute the contract which will be awarded to the successful Bidder. The requirement to pay these wage rates and rates not so specified, is further detailed in Section E-3 of General Conditions. It shall be mandatory for the Contractor and any subcontractor under him to pay not less than the specified rates to laborers and workmen employed by them in the execution of the Contract.

In order to bid on or to be listed on the bid proposal for this Public Works Project all Contractors and subcontractors shall be registered with the Department of Industrial Relations and be qualified to perform Public Work pursuant to Section 1725.5 of the California Labor Code. Unregistered Contractors may still submit bids provided the bid is authorized by 7029.1 of the Business and Professions Code or by either section 10164 and 20103.5 of the Public Contract Code and Contractors register with the Department of Industrial Relations to perform Public Work pursuant to California Labor Code Section 1725.5 at the time the Contract is awarded. Subcontractors shall be registered prior to bid opening or within 24 hours of bid opening and paid the required penalty registration fees.

A-11. Bonds

The successful Bidder shall be required to furnish, prior to the performance of any work hereunder, a payment bond in an amount equal to one hundred percent (100%) of the Contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price. The bonds must be approved by the City. Each bond must be furnished by a company, acceptable to the City, that is authorized and licensed by the Insurance Commissioner as an "admitted surety insurer" and which maintains at least one officer in California for conducting business. Prior to such approval, the Surety shall provide the City with at least one of the following: (1) a print-out of information from the web-site of the Department of Insurance confirming the Surety is an admitted surety insurer and attaching it to the bond; or (2) a certificate from the Governing County Clerk that the certificate of authority of the Surety has not been surrendered, revoked, cancelled, annulled or suspended and confirming that the Surety is an admitted surety and attaching the certificate to the bond. (See Cal. Code Civ. Proc. § 995.311).

By: _____ Date: _____
Michael Rock, City Manager

SECTION B.

INSTRUCTION TO BIDDERS

B-1. Introduction

Each bid shall be in accordance with the Contract Documents, as that term is defined in Section A-4 of the General Conditions. The Invitation to Bid will specify whether Contract Documents are available on a purchase or deposit basis. Where payment for such sets is specified, no refund shall be made.

B-2. Plans and Specifications

Additional copies of full-scale plans and specifications may be obtained at City Hall, located at 1 Main Street for the cost of reproduction (see A-2 Obtaining Contract Documents for cost).

B-3. Local Conditions

The quantities of Work or material stated in the unit price items of the Bidding Schedule are given only as a basis for the comparison of Bids, and the City does not represent or warrant that the actual amount of Work or material will correspond therewith, but reserves the right to increase or decrease the quantity of any unit price item of the Work as may be deemed necessary or expedient by the Engineer, as that term is defined in Section A-4 of the General Conditions.

The Bidder shall examine carefully the site of the Work contemplated and the Contract Documents. The submission of a proposal shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of Work to be performed and the materials to be furnished, and as to the requirements of the Contract Documents.

Where the Engineer has made investigations of surface and subsurface conditions in areas where Work is to be performed under the Contract, or in other areas, some of which may constitute possible local material sources, such investigations were made only for the purpose of study and design. Where such investigations have been made, Bidders or Contractor may, upon written request, inspect the records of the Engineer as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the office of the Engineer.

The records of such investigations are not a part of the Contract and are made available for inspection solely for the convenience of the Bidder or Contractor. It is expressly understood and agreed by Bidder or Contractor that neither the City nor the City Engineer ("Engineer") assumes any responsibility whatsoever with respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of the interpretation set forth therein or made by the Engineer in its use thereof and there is no representation, warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are correct or representative of those existing throughout such areas or any part thereof, or that unanticipated developments may

not occur or that materials other than, or in proportions different from, those indicated may not be encountered.

When a log of test borings showing a record of the data obtained by the Engineer's investigation of the subsurface conditions is included with the drawings, it is expressly understood and agreed by Bidder that the log of test borings does not constitute a part of the Contract, represents only the opinion of the Engineer as to the character of the materials encountered in the test borings, is included with the plans only for the convenience of Bidders and its use is subject to all of the conditions and limitations set forth in this Section. Water levels that may be shown on a log of test borings are valid only for the stated date of observation. The water level may change from season to season and from year to year.

The availability or use of information described in this Section or the special conditions is not to be construed in any way as a waiver of the provisions of this Section and a Bidder or Contractor is cautioned to make such an investigation and examination as it deems necessary to satisfy itself as to conditions to be encountered in the performance of the Work and, with respect to possible local material sources, the quality and quantity of material available from such property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the Specifications.

No information derived from such inspection of plans, records of investigations or compilations thereof made by the Engineer or its assistants, shall in any way relieve the Bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

Information derived from inspection of topographic maps, or from Plans showing location of utilities and structures shall not in any way relieve the Contractor from any risk, or from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling all the terms of the Contract.

Each Bidder shall inform itself of, and the Bidder awarded a Contract shall comply with, Federal, State and Local laws, relative to the execution of the work. This requirement includes, but is not limited to, applicable laws and regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

B-4. Form of Bid and Signature

Bids shall be submitted only on the forms attached hereto and shall be enclosed in a sealed envelope and marked and addressed as hereinafter directed. The Bidder shall state in figures the unit prices or the specific sums as the case may be, for which it proposes to supply the labor, materials, supplies or machinery, and perform the work required by the Specifications. If the Bid is made by an individual, it shall be signed by the individual and the individual's full name and address shall be given; if it is made by a partnership, it shall be signed with the co-partnership name by a member of the partnership, who shall also sign the member's own name, and the name and address of each member of such partnership shall be given; and, if it is made by a corporation, the name of the corporation shall be given and it shall be signed by its duly authorized officer or

officers attested by the corporate seal, the name and titles of all officers of the corporation shall be given, and the address of the corporation and the state in which incorporated shall be stated.

Bids will be considered only from persons licensed as required under applicable provisions of the Contractor's License Law (California Business and Professions Code section 7000, et seq.) and regulations adopted pursuant thereto; and each Bidder shall insert his type of contractor's license, license number, and other requested information in the place provided in the bid. No oral, telephonic or telegraphic Bid or modification of a Bid will be considered.

B-5. Submission of Bids

All Bids must be submitted not later than the time prescribed, at the place and in the manner set forth in the Invitation to Bid. Bids must be made on the prescribed Bid forms. A complete Bid requires submission of all the items listed in the "Bidder's Checklist" found in "Part II. Bidding Documents" and any other applicable documents as indicated in these Project specifications. Each Bid must be submitted in a sealed envelope addressed to the City Clerk and designated as a Bid bearing the name of the Bidder and name of the project. The Bidder is wholly responsible to see that its Bid is submitted at the time and place named for the opening of Bids.

Bids shall include all addenda or clarifications issued during the bidding period acknowledged by the Bidder's signature thereon. Failure to include or acknowledge an addendum or clarification shall result in the Bid being rejected as not responsive.

Bids shall be opened at the time and place specified in the Invitation to Bid, unless changed by addendum.

B-6. Preparation of Bid

Blank spaces in the Bid shall be properly completed. The phraseology of the Bid must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations or provisions attached to a Bid shall render it unresponsive and shall cause its rejection. If erasures, interlineations or other changes appear on the form, each erasure, interlineation or change must be initialed by the person signing the Bid. Alternative bids will not be considered unless specifically provided for in the Bidding Schedule. No Bid received after the time fixed, or received at any place other than the place stated in the Invitation to Bid shall be considered. All Bids will be opened and read publicly. Bidders, their representatives and other interested parties are invited to be present at the opening. Where bonds are required, the Bidder shall name in its Bid the surety or sureties who have agreed to furnish the bonds.

B-7. Bid Security

All Bids shall be accompanied by a Bid Security. Such Bid Security shall include cash, cashier's or certified check made payable to the City or a Bid Bond executed by an admitted California surety insurer. The Bid Security must be enclosed in the same envelope with the Bid. The amount of the Bid Security shall be not less than ten percent (10.0%) of the total amount of the Bid.

The Attorney-in-Fact (resident agent) who executes the Bid Bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of execution of the surety bond which it covers.

Bid Bonds must be provided on the Bid Bond form set forth in Part II, Section D, Bidders Bond. The Bid Bond must be furnished by a company, acceptable to the City, which is authorized and licensed by the Insurance Commissioner as an “admitted surety insurer” in California.

B-8. List of Subcontractors

(a) Each Bidder shall set forth in his Bid on the form provided the following information in accordance with the provisions of Public Contract Code sections 4100-4113:

(1) The name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specifically fabricates and installs a portion of the work or improvement according to the Contract Documents, in any amount in excess of one-half of one percent (0.5%) of the Contractor’s total Bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Contractor’s total bid or ten thousand dollars (\$10,000), whichever is greater.

(2) The portion of the work which will be done by each such Subcontractor. Only one Subcontractor shall be listed for each such portion of the work as defined in the Bid.

(3) The Bidder is considered the Contractor and shall perform at least thirty percent (30.0%) of the Work, as determined by a percentage of the value of the Work using Section C Bid Schedule and Section G Designation of Subcontractors.

(b) If the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the Contract pursuant to Section B-8(a) above, the Bidder agrees to perform that portion of the work itself.

B-9. Interpretation of Contract Documents

Any explanation desired by the Bidders regarding the meaning or interpretation of any of the Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of Bids. Any such explanations or interpretations will be made in the form of addenda to the documents and will be furnished electronically through the City Website to all Bidders who shall submit all addenda with their Bids. Neither the Engineer nor any representative of the City is authorized to give oral explanations or interpretations of Contract Documents, and a submission of a Bid constitutes agreement by the Bidder that it has placed no reliance on any such oral explanation or interpretation. However, the Engineer may, upon inquiry by Bidder, orally direct the Bidder’s attention to specific provisions of the Contract Documents which cover the subject of the inquiry.

B-10. Modification of Bids

A Bidder may modify its Bid by written communication provided such communication is received by the City prior to the closing time for receipt of Bids. The written communication shall not reveal the Bid price but should state the addition or subtraction or other modification so that the final prices or terms shall not be known by the City until the sealed bid is opened. The modification shall be submitted in the same manner as the original bid.

B-11. Withdrawals of Bids

Bids may be withdrawn without prejudice by formal written letter requests signed and received from Bidder prior to the time for opening of the Bids, and Bids so withdrawn will be returned to Bidders unopened when reached in the process of opening Bids. No bid may be withdrawn after the hour affixed for opening Bids without rendering the accompanying Bid Security subject to retention as liquidated damages in like manner as in the case of failure to execute the Contract after award, as in the Contract Documents herein provided. Negligence on the part of the Bidder in preparing his bid shall not constitute a right to withdraw the Bid subsequent to the opening of Bids. The bonds must be approved by the City. Prior to such approval, the Surety shall provide the documentation required by California Code of Civil Procedure section 995.660.

B-12. Discrepancies

In the case of discrepancy between unit prices and totals, unit prices shall prevail. In case of discrepancy between words and figures, words shall prevail.

B-13. Servicing and Maintenance

Each Bidder must, if requested, furnish evidence that there is an efficient service organization which regularly carries a stock of repair parts for the proposed equipment to be furnished and installed in the work and that the organization is conveniently located for prompt service.

B-14. Bid Protest Procedure

Any protest relating to the form or content of the bidding or contract documents must be submitted in writing to the City within five (5) calendar days from the date of the first "Notice of Intent to Award," is sent. Any person who submits a Bid shall be deemed to have waived any protest to the form or content of the bidding or contract documents.

(1) The protest document shall contain a complete statement of the basis for the protest.

(2) The protest shall identify the specific portion(s) of the bidding or contract documents that form the basis for the protest.

(3) The protest shall include the name, address and telephone number of the person representing the protesting party.

(4) The documents shall be transmitted by email at: jtraverso@ione-ca.com or hand delivery to City Hall, Attention City Clerk, 1 Main Street, Ione, CA 95640.

(5) Bid Protests shall not limit the City's ability to reject all Bids.

(6) The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

Only a Bidder may submit a protest. Any protest relating to any particular proposal or the award of the contract must be submitted in writing to the City. The protest must be submitted in writing to the City within five (5) calendar days from the date of the first "Notice of Intent to Award," is sent.

(1) The protest document shall contain a complete statement of the basis for the protest.

(2) The protest shall identify the specific portion(s) of the proposal documents that form the basis for the protest.

(3) The protest shall include the name, address and telephone number of the person representing the protesting party.

(4) The party filing the protest shall concurrently transmit a copy of the protest document and any attached documentation to the City by email at: jtraverso@ione-ca.com or hand delivery to City Hall, Attention City Clerk, 1 Main Street, Ione, CA 95640 and to all other parties who have a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The documents shall be transmitted by e-mail, personal delivery to all other parties.

(5) Bid Protests shall not limit the City's ability to reject all Bids.

(6) The procedure and time limits set forth in this section are mandatory and are the Bidder's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

B-15. Disqualification of Bidders

More than one Bid from an individual, firm, partnership or corporation under the same or different names shall not be considered. Reasonable grounds for believing that any individual,

firm, partnership or corporation is interested in more than one Bid for the work contemplated may cause the rejection of all Bids in which the individual, firm, partnership or corporation is interested. If there is reason for believing that collusion exists among the Bidders, any or all Bids may be rejected. Bids in which the price is obviously unbalanced may be rejected.

All Bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the Public Contract Code and may render void any Contract let under such circumstances.

B-16. Award of Contract

The City reserves the right to accept or reject any and all Bids after the date of opening, and to waive any informality or irregularity in any Bid. No Bid can be withdrawn for sixty (60) calendar days.

The City reserves the right to reject any or all Bids, including, without limitation, the right to reject any non-conforming, non-responsive, unbalanced, or conditional bids.

Before a Bid is considered for award, the City may, in addition to the Experience Qualifications form set forth in Part II, Section F, below, require a Bidder to submit a statement of facts and detail as to his business, technical organization and financial resources and equipment available and to be used in performing the work. Additionally, the City may require evidence that the Bidder has performed other work of comparable magnitude and type. The City expressly reserves the right to reject any Bid if it determines that the business and technical organization, equipment, financial and other resources or other experience of the Bidder (including the Bidder's Subcontractors) is not sufficiently qualified for the work bid upon and, therefore, justifies such rejection.

The award of the Contract, if it is awarded, shall be to the responsible Bidder submitting the lowest responsive bid. Within seven (7) days after the date of bid opening, the responsible low responsive Bidder shall deliver to the City, in a form acceptable to the City, a complete cost breakdown for the project herein bid.

The issuance by the City of a notice to the successful Bidder of the award of the Contract ("Notice of Award") shall be deemed the Award of Contract ("Award") once the City Council has approved by resolution the Award and all necessary documents have been provided by the Contractor.

B-17. Contract Bonds

The successful Bidder shall furnish both a Performance Bond and a Payment Bond in the amounts specified in the forms attached hereto.

These Bonds shall be furnished in the forms enclosed following the Contract and shall be satisfactory to the City and shall be obtained from a responsible corporate surety (or sureties) acceptable to the City, which is licensed by the State of California to act as surety upon bonds and

undertakings and which maintains in this State at least one office for the conduct of its business. The surety (or sureties) shall furnish reports as to its financial condition from time to time as requested by the City. The premiums for said Bonds shall be paid by the successful Bidder.

These Bonds shall be furnished by companies who are authorized and licensed by the Insurance Commissioner as an "admitted surety insurer." The surety shall provide the City with the documentation required by Section 995.660 of the California Code of Civil Procedure.

If any surety becomes unacceptable to the City or fails to furnish reports as to its financial condition as requested by the City, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and of persons supplying labor or materials in the prosecution of the work contemplated by this Contract.

In the event of any conflict between the terms of the Contract and the terms of the Bonds, the terms of the Contract shall control and the Bonds shall be deemed to be amended thereby. Without limiting the foregoing, the City shall be entitled to exercise all rights granted to it by the Contract in the event of default, without control thereof by the surety, provided that the City gives the surety notice of such default at the time or before the exercise of any such right by the City, and, regardless of the terms of said Bonds, the exercise of any such right by the City shall in no manner affect the liability of the surety under said Bonds.

B-18. Substitution of Securities for Monies Withheld

Bidders are hereby notified that in accordance with the provisions of Public Contract Code section 22300, securities may be substituted for any monies which the City may withhold pursuant to the terms of the Contract to insure performance.

B-19. Execution of Contract

The successful Bidder will be notified in writing by the City of the award of the Contract within ninety (90) days after opening of Bids. Accompanying the City's Notice of Award will be the Contract, in duplicate, which the successful Bidder will be required to execute and return, together with the Performance and Payment Bonds, and the required certificates and policies of insurance together with the required endorsements thereto (or equivalent) for the Contractor and the workers' compensation certificate (see Section F-1 of the General Conditions), to the City within ten (10) days following receipt of such Notice of Award. Failure to do so shall be just cause for annulment of the award and for forfeiture of the Bid Bond which shall be retained as damages, and it is agreed that the bond sum is a fair estimate of the amount of damages that the City will sustain by reason of such failure. The City will promptly determine if such Contract, Bonds and insurance are complete and as required by the Contract Documents, and upon such determination will forward a fully executed copy of the Contract and a Notice to Proceed with the Work to the successful Bidder. Signature by both parties constitutes execution of the Contract. In the event of failure of the lowest responsible Bidder to sign and return the Contract with acceptable Bonds and insurance as prescribed herein, the City may award the Contract to the next lowest responsible Bidder, and, in the event that the next lowest Bidder fails to sign and return the Contract with acceptable Bonds and insurance, the City may award the Contract to the then next lowest responsible Bidder, etc.

B-20. Return of Bid Securities

All Bid Securities will be held until the Contract has been finally executed, after which all Bid Securities, other than any Securities which have been forfeited, will be returned to the respective Bidders.

B-21. Power of Attorney

The Attorney-in-Fact (resident agent) who executes the Performance Bond and Payment Bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

B-22. Time of Completion

The time of completion of the Work to be performed hereunder is of the essence in this Contract. Delays and extensions of time may be allowed in accordance with the provisions of the General Conditions. The time allowed for the completion of the work is **sixty (60) working days. If the City proceeds with Add Alternate A and/or Add Alternate B, an additional twenty (20) working days shall be added to the Contract for a total of four hundred (80) working days.**

B-23. Licensing Requirements for Contractors

All Bidders, including general contractors and specialty contractors, shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents.

B-24. Prevailing Wages

Copies of the prevailing rate of per diem wages shall be on file at the local office of the State Department of Industrial Relations and available to any interested party. Copies of the prevailing rate of per diem wages shall also be on file at each job site.

In order to bid on or to be listed on the bid proposal for this Public Works Project all Contractors and subcontractors shall be registered with the Department of Industrial Relations and be qualified to perform Public Work pursuant to Section 1725.5 of the California Labor Code. Unregistered Contractors may still submit bids provided the bid is authorized by 7029.1 of the Business and Professions Code or by either section 10164 and 20103.5 of the Public Contract Code and Contractors register with the Department of Industrial Relations to perform Public Work pursuant to California Labor Code Section 1725.5 at the time the Contract is awarded. Subcontractors shall be registered prior to bid opening or within 24 hours of bid opening and paid the required penalty registration fees.

B-25. Escrow of Bid Documents

Upon award of the job to the successful Bidder, and at the time of execution of this Contract, Contractor shall present all documentation used by the successful Bidder in arriving at

the bid upon which the Contract was awarded ("Bid Documentation") to the Engineer's office. Such documentation shall be presented in a sealed envelope or box. Notice to Proceed will not be granted until City receives notice that such documentation has been received. This Bid Documentation shall include, but not be limited to any documents, pictures, or writings which relate to, arise out of, or constitute in any way notes, memoranda, phone logs, subcontractor and materialmen estimates, computations, or the like used by, complied by, or drafted by the successful Bidder or its agents in arriving at its bid for the Project.

PART II. BIDDING DOCUMENTS

Contractor's Name: _____

SECTION A.

BIDDER'S CHECKLIST

All items on the Bidder's Checklist must be initialed and dated for the Proposal to be considered complete. The City reserves the right to award a Contract in a manner and on the basis which will best serve the City, taking into consideration the information in the statement of Bidder's Experience/Qualifications and past work history with the City.

The Bidders' attention is especially called to the following forms which must be executed in full as required.

A-1. (a) Bid Schedule

The unit prices bid must be shown in the space provided. The total bid price must be shown in the space provided.

Initial: _____ Date: _____

(b) Bid Form

To be filled in and signed by the Bidder.

Initial: _____ Date: _____

A-2. Bond Accompanying Bid

This bond is to be executed by the Bidder and the surety company unless bid is accompanied by cash or certified check. The amount of this bond shall be not less than ten (10) percent of the total amount bid and may be shown in dollars or on a percentage basis.

Initial: _____ Date: _____

A-3. Noncollusion Declaration

A Noncollusion Declaration must be filled out, signed, notarized and submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: _____

A-4. Experience/Qualifications

A statement of the Bidder's Experience/Qualifications must be filled out, signed, and submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: _____

Contractor's Name: _____

A-5. Designation of Subcontractors

A Designation of Subcontractors must be filled out and submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: _____

(1) Registration with the Department of Industrial Relations

The Bidder acknowledges that the Bidder and all listed subcontractors are currently registered with the Department of Industrial Relations. If the Bidder is unregistered it shall be registered prior to Contract award. Subcontractors if unregistered may at the latest be registered within 24 hours of bid opening and pay the required penalty registration fees.

Initial: _____ Date: _____

A-6. Proof of Registration with the California Secretary of State

The Bidder shall furnish with their bid proof of registration with the California Secretary of State for the bid documents to be considered complete.

Initial: _____ Date: _____

Contractor's Name: _____

A-7. Insurance Requirements

TYPE	SINGLE LIMIT / OCCURRENCE	AGGREGATE	ENDORSEMENTS***
General Liability (1J)	\$1,000,000	\$1,000,000	XCU and Broad Form Property Additional Insured Waiver of Subrogation Primary Non-Contributory Separation of Insureds 3 year "tail" completed operations
Auto Liability (2F)	\$1,000,000 ("Any Auto")		Additional Insured Waiver of Subrogation
Work Comp (3A) Employer's Liability	Statutory \$1,000,000 each		Waiver of Subrogation
Builder's Risk (5A)	Value of Project	Value of Project	Named Insured Loss Payee Waiver of Subrogation
Contractor's Pollution Legal Liability (6A)	\$1,000,000	\$1,000,000	Additional Insured Waiver of Subrogation 3 year "tail"

***Must be actual endorsements. Typed statements on Certificates of Liability are unacceptable.

This is a summary only. Please refer to General Conditions, Section F "Insurance and Liability" of these Project specifications.

Initial: _____ Date: _____

Contractor's Name: _____

A-8. Project Inspection

The Bidder certifies that he has toured the project site and is familiar with the work involved.

Initial: _____ Date: _____

A-9. Bond Requirements

The Bidder understands that a performance bond issued by an approved surety equaling one hundred percent (100.0%) of the Contract amount shall be required. A payment bond equaling one hundred percent (100.0%) of the Contract amount shall also be required.

Initial: _____ Date: _____

A-10. Public Contract Code Section 2203 Certification

The Bidder acknowledges that, if his bid is \$1,000,000 or greater, he must fill-out, sign and submit the Public Contract Code Section 2203 Certification to the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: _____

A-11. Completion

The City makes no guarantee as to the method of work chosen by the Bidder. It is the Bidder's responsibility to plan and schedule the work in order to complete the work in the time specified in the Supplemental Conditions.

Initial: _____ Date: _____

A-12. Addenda

The Bidder acknowledges that he must sign and attach any applicable addenda to the bid proposal.

Initial: _____ Date: _____

Contractor's Name: _____

SECTION B.

BID PROPOSAL FORM

Proposal To: The Honorable Mayor and City Council

City of Ione

Ione, California

The undersigned Bidder hereby proposes to furnish and deliver all necessary labor, tools, material, tax, transportation, services, equipment and other means of construction to perform the work required for the completion of the projects entitled **Train Depot Park Improvement Project** in accordance with the plans, specifications and other contract documents, together with all Addenda issued by the City of Ione prior to the opening of the bid proposals, if any, now on file at City Hall located at 1 Main Street, Ione, California 95640. The amount set forth on the Bid Schedule includes all labor, materials, transportation and services necessary to complete Work, including State of California and local sales or use taxes, license or permit fees, if any.

Bidder declares that it has read the accompanying Invitation to Bid and Instructions to Bidders, has carefully examined the location(s) of the proposed work, and has examined all Contract documents, drawings and addenda issued by the City, and that it will contract with the City to construct and complete the project in satisfactory condition, has completed the Bidder's checklist and all other bid documents set forth in Part II, Sections B through G.

If awarded the Contract, the Bidder expressly agrees to begin work not later than the date listed on the notice to proceed. The Bidder further agrees to complete all Work required under the Contract within **sixty (60) working days**. **If the City proceeds with Add Alternate A and/or Add Alternate B, an additional twenty (20) working days shall be added to the Contract for a total of eighty (80) working days**, upon the issuance of the Notice to Proceed, as to accept in full payment the price indicated on the Bid Schedule.

The Bidder acknowledges and understands that a waiting period from the time of bid opening until award may be ninety (90) days during which time the bid may not be withdrawn. The Bidder further acknowledges that it has adjusted the bid price to include all possible items which may influence the proposal during the waiting period. Requests for bid price change due to the delay shall not be agreed to by the City.

As provided in the Bidder's Checklist, enclosed is a () cash deposit, () cashier's check, () surety bid bond () certified check (check as appropriate) in an amount of not less than ten percent (10.0%) of the amount of the bid. If a bid bond was submitted, the name of the Surety is _____, and the bid bond provided is in an amount not less than ten percent (10%) of the amount bid. If the enclosure is a check or bond, it is made payable to the City of Ione.

The undersigned Bidder agrees that the enclosed cash deposit, cashier's check, certified check or surety bond accompanying this proposal, shall be left on deposit with the fund out of which the expenses of preparation and printing of the plans and specifications, estimates of cost,

Contractor's Name: _____

and publication of notice are paid. The undersigned Bidder further agrees that this amount is the measure of the damages which the City will sustain by the default of the undersigned through failure to execute and deliver the above Contract and bonds within ten (10) days of written notice of the award of the Contract to the undersigned and that the money or surety bond so deposited shall be collectible and become the property of the City in case of such default.

As required by the Public Contract Code section 4104, the subcontractors listed on the Designation of Subcontractors form each subcontractor's name and location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned Bidder (Contractor) in or about the construction of the work or improvement or a subcontractor licensed by the State of California who under their subcontract specifically fabricates and installs a portion of the work or improvement according to drawings contained in the plans or specifications in an amount excess of one-half of one percent (0.5%) of the total bid or, in the case of bids or offers for the construction of streets or highways, including bridges in excess of one-half of one percent (0.5%) of the Contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater, and the portion of the Work which will be done by each subcontractor, if the Contract for the Work is awarded to the undersigned.

All Bidders shall complete all of the following:

Contractor's Name (Printed): _____

Bidders Signature: _____

Bidder's Name (Printed): _____

Bidders Title: _____

Address: _____

Phone Number: _____

Email: _____

Date: _____

Contractor's License Number: _____

Contractor's License Classification: _____

Contractor's License Exp. Date: _____

(NOTE TO BIDDERS: No bid shall be valid unless signed by the person making the bid. If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the name of the partnership shall be given and signed by one of the partners; if the same is a corporation, the bid should be signed by the corporation by its properly authorized officer or officers.)

Contractor's Name: _____

SECTION C. BID SCHEDULES

BID SCHEDULE – TRAIN DEPOT PARK IMPROVEMENT PROJECT

The following quantities are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of Work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the Work as may be deemed necessary or advisable by the Engineer. Payment shall be based upon the actual quantities installed or constructed, unless otherwise specified.

BASE BID - TRAIN DEPOT PARK IMPROVEMENTS					
Item No.	Description	Units	Estimated Quantity	Unit Price	Total Price
1	Mobilization	LS	1		
2	Construction Storm Water Management	LS	1		
3	Clearing and Grubbing	LS	1		
4	Concrete Swale	LS	1		
5	Concrete Mow Strip	LS	1		
6	18" Storm Drain System	LS	1		
7	Restroom Building & Water Service Connection	LS	1		
8	Curb	LS	1		
9	ADA Drinking Fountain	LS	1		
10	Utility Connections	LS	1		
11	Parking Area	LS	1		
12	Truncated Domes	LS	1		
13	Parking Stall Stripping	LS	1		
SUBTOTAL BASE BID*					

Contractor's Name: _____

(a) **BID SCHEDULE – ADD ALTERNATE A, ADD ALTERNATE B**

(b) The following quantities are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of Work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the Work as may be deemed necessary or advisable by the Engineer. Payment shall be based upon the actual quantities installed or constructed, unless otherwise specified.

ADD ALTERNATE A: DESIGN AND INSTALL LANDSCAPING INCLUDING CONCRETE WALKS					
Item No.	Description	Units	Estimated Quantity	Unit Price	Total Price
14	Sidewalk	LS	1		
15	Landscape Design & Installation	LS	1		
16	Landscape Irrigation System	LS	1		
SUBTOTAL ADD ALTERNATE A*					

ADD ALTERNATE B: PROVIDE AND INSTALL PLAY-AREA SURFACE					
Item No.	Description	Units	Estimated Quantity	Unit Price	Total Price
17	Play Area	SQFT	4,400.		
SUBTOTAL ADD ALTERNATE B*					
TOTAL BID PRICE* (BASED BID + ADD ALTERNATE A + ADD ALTERNATE B)					

Contractor's Name: _____

* The basis of comparison of bids shall be by evaluation of the TOTAL BID PRICE (BASE BID PLUS ADD ALTERNATE A PLUS ADD ALTERNATE B). The City retains sole discretion whether to proceed with any ADD ALTERNATES dependent upon completion and evaluation of preceding bid items.

Note: LS=Lump Sum; SQFT=Square Foot; CY=Cubic Yard; EA=Each; LF=Linear Foot; TON=Ton; SQYD=Square Yard; (F)=Final Pay Item

Contractor's Name (Printed): _____

Bidders Signature: _____

Bidders Name (Printed): _____
(Same Signature as on Proposal)

Bidders Title: _____

Date: _____

Contractor's Name: _____

SECTION D.BIDDER'S BOND

We _____ as Principal, and _____ as Surety are bound unto the City of Ione, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for _____

(Copy here the exact description of work, including location, as it appears on the proposal)

for which bids are to be opened at _____
(Insert place where bids will be opened)
_____ on _____

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the Contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20____

By _____ Principal *By _____ Surety

Business Address _____ Business Address _____

CERTIFICATE OF ACKNOWLEDGMENT

City of Ione

County of _____ SS

On this _____ day of _____ in the year 20____ before me, a notary public

in and for the county and state aforesaid, personally appeared _____

known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney-in-Fact of _____, and acknowledgment to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as Attorney-in-Fact.

(SEAL)

Notary Public

***Note: The signature of the Surety must be done before a Notary Public and acknowledgements with appropriate seals attached hereto. Also the Surety must be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."**

Contractor's Name: _____

SECTION E.

NONCOLLUSION DECLARATION TO BE EXECUTED

BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ____[date], at ____[city], ____[state]."

Contractor's Name (Printed): _____

Bidder's Signature: _____
(Same Signature as on Bid Proposal Form)

Bidder Name (Printed): _____

Contractor's Name: _____

Bidders Title: _____

Date: _____

Subscribed and sworn to before me

this ____ day of _____, 20____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature of Notary Public

Contractor's Name: _____

SECTION F.

EXPERIENCE/QUALIFICATIONS STATEMENT

The Bidder has been engaged in the contracting business, under the present business name for _____ years. Experience in work of a nature similar to that covered in the proposal extends over a period of _____ years.

The Bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to him, except as follows:

The following contracts have been satisfactorily completed in the last five (5) years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed

The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required.

Quantity	Name, Type and Capacity	Condition	Location

Contractor's Name (Printed):

Bidders Signature:

Bidders Name (Printed):

(Same Signature as on Bid Proposal Form)

Bidders Title:

Date:

SECTION G.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned Bidder (Contractor) in or about the construction of the work or improvement or a subcontractor licensed by the State of California who under their subcontract specifically fabricates and installs a portion of the work or improvement according to drawings contained in the plans or specifications to be performed under these specifications in excess of one-half of one percent (0.5%) of the Contractor's total bid or, in the case of bids or offers for the construction of streets or highways including bridges in excess of one-half of one percent (0.5%) of the Contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater. The Contractor shall list the portion of the work which will be done by such subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

The failure to list a license number and/or a DIR registration number for those subcontractors listed below shall be grounds to declare the Bidder's Bid non-responsive.

SUBCONTRACTOR (Name & Location)	SUBCONTRACTOR'S LICENSE/DIR NUMBER	PORTION OF WORK	DOLLAR VALUE

Contractor's Name (Printed):

Bidders Signature:

Bidders Name (Printed):

(Same Signature as on Bid Proposal Form)

Bidders Title:

Date:

**SECTION H. SECTION 2203 CALIFORNIA PUBLIC CONTRACT CODE
CERTIFICATION**

I, _____ certify that myself and if applicable the legal entity which I propose to enter into this Contract with the City of Ione is not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code (CPCC) as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 of the CPPC, or as a person described in subdivision (b) of Section 2202.5 of the CPPC, as applicable.

Contractor's Name (Printed):

Bidders Signature:

Bidders Name (Printed):

(Same Signature as on Bid Proposal Form)

Bidders Title:

Date:

If the Bid is \$1,000,000 or greater, the Bidder must fill-out, sign and submit this Certification with his bid proposal for the bid documents to be considered complete.

PART III. CONTRACT DOCUMENTS

CONTRACT