

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 6, 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: None

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 the November 1, 2022 Minutes
- 2. Warrants and Finance & Treasury Reports FY 2022-2023-October, 2022
- 3. Receive and File City of Lone 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

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").

I. REPORTS AND COMMUNICATIONS FROM CITY MANAGER

J. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEMS

K. CLOSED SESSION:

- 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. 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 1, 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 (6:13 PM)
Diane Wratten, Councilmember
Staff: Michael Rock, City Manager
Carolyn Walker, City Attorney
Janice Traverso, City Clerk
Chris Hancock, City Treasurer

B. PLEDGE OF ALLEGIANCE:

Mayor Epperson led the Pledge of Allegiance.

C. APPROVAL OF AGENDA:

It was moved by Councilmember Atlan, seconded by Vice Mayor Plamondon and carried to approve the agenda with the continuance of Item #5 under the Regular Agenda, Authorize the City Manager to sign Agreement with El Dorado Disc Sports Foundation.

AYES: Epperson, Plamondon, Atlan, Wratten

NOES: None

ABSENT: Rhoades

ABSTAIN: None

D. PRESENTATIONS/ANNOUNCEMENTS: None

E. PUBLIC COMMENT:

Larry Rhoades commented that Item #4, Authorize the City Manager to sign Agreement with KD Horsemanship for Host of Ed Hughes Memorial Arena and Caretaker of Howard Park, should have been discussed at the Park and Recreation Commission meeting before bringing it to Council for approval.

F. CONSENT CALENDAR:

It was moved by Councilmember Wratten, seconded by Vice Mayor Plamondon and carried to approve the following Consent Calendar:

1. Approval of Minutes – September 20, 2022 and October 4, 2022

AYES: Epperson, Plamondon, Atlan, Wratten

NOES: None

ABSENT: Rhoades

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:

2. Adopt Resolution No. 2022-24 Approving Cal Fire Matching Grant for \$9,800 – Chief Mackey explained that CalFire provides this grant opportunity for local volunteer and combination fire departments that respond to them as cooperators, to assist with fire equipment, communication, and personnel protective clothing to assure safety and provide the highest levels of service in suppression and protection during wild fires. It was moved by Councilmember Atlan, seconded by Councilmember Wratten and carried to adopt Resolution No. 2022-24 approving the CalFire Matching Grant for \$9,800.

AYES: Epperson, Plamondon, Atlan, Wratten

NOES: None

ABSENT: Rhoades

ABSTAIN: None

Council took a recess at 6:10 p.m. and returned at 6:13 p.m. Councilmember Rhoades joined the meeting at 6:13 p.m.

3. Authorize the City Manager to sign Groundwater Monitoring Agreement with Dellavalle Labs – City Manager explained that in late July of this year, staff conducted an informal request for bids from companies that specialize in monitoring groundwater levels and quality. The primary objectives for pursuing the RFP and selecting qualified consultants were to:

- Maintain and enhance the City's groundwater quality
- Prevent land subsidence that can damage public and private infrastructure
- Receive quarterly samples of the groundwater monitoring wells located at the Wastewater Treatment Plant and Castle Oaks Golf Course
- Monitor and prevent harmful chemicals to ensure safe use
- Have a partner that is available to consult on how to improve the City's water quality

Lisa Rubin representing Dellavalle Labs was on Zoom and stated that they are looking forward to giving good quality solid results to the Board. Also, I have been very successful in getting reductions in regulatory requirements.

It was moved by Councilmember Atlan, seconded by Vice Mayor Plamondon and carried to authorize the City Manager to sign the Groundwater Monitoring Agreement with Dellavalle Laboratory, Inc. for an amount not to exceed \$50,000.

AYES: Epperson, Plamondon, Atlan, Rhoades, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

4. Authorize the City Manager to sign Agreement with KD Horsemanship for Host of Ed Hughes Memorial Arena and Caretaker of Howard Park – City Manager Michael Rock explained that KD will receive a stipend of \$3,000 per month but all revenue associated with the Horse Arena will be the City's revenue and will be put back into the arena. The Agreement will be reviewed in three months in order to make any amendments to the agreement if necessary. The agreement puts most of the maintenance on KD Horsemanship to do the horse arena maintenance, but the City will still maintain the park but will still do some maintenance on the arena area and the barn.

Councilmember Rhoades commented that he would like to table this item, which will give the Park & Recreation Commission time to review the final draft. My questions on the draft agreement: 1) the black widow groomer mentioned in the agreement is owned by the former caretaker; and 2) if there is a dispute on the agreement, it will be handled by the County of Sacramento.

Councilmember Rhoades made a motion to table this item until the Park & Recreation Commission has time review this item, seconded by Vice Mayor Plamondon. Motion fails.

AYES: Rhoades; NOES: Atlan, Epperson, Plamondon, Wratten

It was moved by Councilmember Atlan, seconded by Vice Mayor Plamondon and carried to authorize the City Manager to sign agreement with KD Horsemanship for Host of Ed Hughes Memorial Arena and Caretake of Howard Park.

AYES: Epperson, Plamondon, Atlan, Wratten

NOES: Rhoades

ABSENT: None

ABSTAIN: None

5. Authorize the City Manager to sign Agreement with El Dorado Disc Sports Foundation – **This item has been continued to future meeting.**

6. Accept Resignation of City Treasurer, Chris Hancock and Discussion of options to fill the Treasurer's Position – City Treasurer, Chris Hancock was promoted to Finance Manager and due to a conflict of interest, he is resigning as City Treasurer effective November 30, 2022. Pursuant to Government Code Section 36512, subdivision (b), if a vacancy occurs in an elective office, the City Council has two options on how to fill the vacancy within 60 days from the commencement of the vacancy: (A) a special election or appointment (B). After discussion by Council, it was moved by Councilmember Atlan, seconded by Councilmember Wratten and carried to accept the resignation of City Treasurer, Chris Hancock and advertise to fill the unexpired term.

AYES: Epperson, Plamondon, Atlan, Rhoades, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

I. REPORTS AND COMMUNICATIONS FROM CITY MANAGER:

- Drug take back Day on October 29th collection 75 pounds of prescription drugs
- Trunk or Treat Event at Howard Park on Friday, October 28th successful

- Axios Homes donated \$5,500 to Fire Department to purchase 10 Thermal Imaging Cameras
- Michael Rock address Social Media posts that are not accurate:
 - _ Wastewater from Mule Creek State Prison is through a pipe that never touches the ground, which is inconsistent that wastewater is discharged into the Creek
 - _ Testing for BOC's from Mule Creek is done on a weekly basis and sent to the Regional Water Quality Control Board and posted on the City's website.

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

- Councilmember Atlan -Argonaut High School Golf Team won the championship for 2022
- Councilmember Rhoades – Amador Fire Protection District – voted to have quarterly meetings
- Councilmember Wratten – Future Agenda Item:
 - _ Status of WIRIS Project by the 1st of Year
 - _ Status of expansion of solar for City facilities
 - _ Ordinance for Electric Charging Stations in Ione
- Vice Mayor Plamondon would like to have a meeting with the stakeholders at Howard Park to discuss responsibilities and expectations.
- Mayor Epperson asked that a Thank You letter be sent to Axios Homes for the Thermal Imaging Cameras

K. CLOSED SESSION: Council convened to Closed Session at 7:03 p.m. Councilmember Rhoades recused himself from Closed Session.

- 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)
- Pursuant to Government Code Section 54956.8 with Real Property Negotiator: APN 004-151-012; Negotiation Parties: Helen Ninnis and Loreta Tillery; Agency Negotiator: Michael Rock, City Manager
- 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
- Pursuant to Government Code 95957.9 – Public Employee Performance Review – City Manager

L. DISPOSITION OF CLOSED SESSION ITEMS:

- 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) – **Councilmember Atlan recused himself from this item. Direction was given to staff.**
- Pursuant to Government Code Section 54956.8 with Real Property Negotiator: APN 004-151-012; Negotiation Parties: Helen Ninnis and Loreta Tillery; Agency Negotiator: Michael Rock, City Manager – **Information received and direction given to staff.**

- 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 received.**
- Pursuant to Government Code 95957.9 – Public Employee Performance Review – City Manager – **Information received.**

M. ADJOURNMENT:

It was moved by Vice Mayor Plamondon, seconded by Councilmember Wratten 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
3242	10/06/2022	10	8X8 INC.	VOIP PHONE GF SEP - OCT 22 FAX LINES	103.11
3243	10/06/2022	115	ALHAMBRA	DRINKING WATER	129.81
3246	10/06/2022	540	BENEFIT COORDINATORS CORPORATION	LIFE INSURANCE & AD&D BENEFITS - OCT 2022	360.95
3248	10/06/2022	875	CARBON COPY INC.	COPY EXPENSE - SEPT 22	166.79
3249	10/06/2022	1035	COASTLAND CIVIL ENGINEERING INC	864859 - CASTLE OAKS VILLAGE 9	7,612.75
3249	10/06/2022	1035	COASTLAND CIVIL ENGINEERING INC	864803 IONE - WILDFLOWER UNIT 1	2,345.00
3249	10/06/2022	1035	COASTLAND CIVIL ENGINEERING INC	864898 IONE BLDG DEPT FY 22/23	225.00
3249	10/06/2022	1035	COASTLAND CIVIL ENGINEERING INC	864897 IONE CITY ENGINEER 22/23	56.25
3250	10/06/2022	1225	DE NOVO PLANNING GROUP INC.	PLANNING SERVICES APR - JUN 2022	19,562.22
3252	10/06/2022	1375	ECO URBAN DESIGNS INC.	LANDSCAPE MAINT-CO GOLF COURSE 09/22	2,644.00
3252	10/06/2022	1375	ECO URBAN DESIGNS INC.	CONSULT/TESTING TERTIARY 09/22	2,542.00
3253	10/06/2022	1570	FOLKMAN JANITORIAL	EB HALL JANITORIAL SERVICE- SEPT 22	400.00
3254	10/06/2022	2005	IONE ACE HARDWARE	PW - LINE TRIMMER	1,603.58
3257	10/06/2022	2375	LIFE- ASSIST INC	DYNAREX COLD PACK, 5" X 9"	52.75
3257	10/06/2022	2375	LIFE- ASSIST INC	SUPRENO SE NITRILE EXAM GLOVE	474.10
3257	10/06/2022	2375	LIFE- ASSIST INC	PHILIPS HEARTSTART FRX SMART PADS II SET	108.61
3259	10/06/2022	2635	MISSION IT SOLUTIONS INC.	OFFICE 365 EMAIL HOSTING	327.50
3262	10/06/2022	2910	PERC WATER INC.	TERTIARY OPERATIONS 09/22	37,016.12
3263	10/06/2022	2930	PG & E	5082729455-9-PARK & RIDE MAIN	6,730.58
3265	10/06/2022	3570	STAPLES BUSINESS CREDIT	STAPLES FILE FOLDER, PENTEL ENERGEL PENS, FILE FOLDER LABELS	646.97
3266	10/06/2022	4000	VOLCANO TELEPHONE COMPANY	ACCT 63376 10/22	578.07
3247	10/06/2022	732	CAL.NET INC	INTERNET SERVICE AT EB HALL- SEPT 22	117.37
3244	10/06/2022	4250	ARNO E SULLIVAN D	ACCT 8286-1 PRE EMPLOYMENT PHYSICALS	465.00
3258	10/06/2022	4330	MARY A. MORRIS-MAYORGA	AUDIT ASSISTANCE 04/01 - 04/30	2,025.10
3258	10/06/2022	4330	MARY A. MORRIS-MAYORGA	AUDIT ASSISTANCE 06/1 - 06/30	3,355.00
3258	10/06/2022	4330	MARY A. MORRIS-MAYORGA	AUDIT ASSISTANCE 07/01 - 07/31	1,677.50
3255	10/06/2022	4685	IONE TRADING POST	PW - FUEL	2,629.90
3245	10/06/2022	4745	BENEFIT COORDINATORS CORP.	VISION - PARKS	2,400.50

M = Manual Check, V = Void Check

Check Num	Check Issue Date	Vendor ID	Payee	Description	Amount
3264	10/06/2022	4845	RANDIK PAPER	ROYALTY PAPER JUMBO, GOJO LOTION	354.75
3264	10/06/2022	4845	RANDIK PAPER	ROYAL PAPER PLATINUM	243.38
3264	10/06/2022	4845	RANDIK PAPER	RETURN FROM INV 205882 - ROYALTY PAPER JUMBO	277.41-
3264	10/06/2022	4845	RANDIK PAPER	GO-JO FMX PROVON FOAM SOAP	110.78
3251	10/06/2022	4960	DIANNE KARP	PARTIAL REFUND STALL RENTAL	18.00
3260	10/06/2022	4965	MONIKA KELLER	PARTIAL REFUND STALL RENTAL	18.00
3256	10/06/2022	4970	KATHERINE WINEGARDEN	PARTIAL REFUND STALL RENTAL	38.00
3261	10/06/2022	4975	PACIFIC SOUTHWEST IRRIGATION	4-1/2 X 1/4 WHEEL MOVE QUAD RING	45.77
101922	10/19/2022	390	ARCO BUSINESS SOLUTIONS	ARCO CC- WALMART	5,973.03 M
221910	10/19/2022	3870	U.S. BANK	LEAGUE OF CA CITIES TRAVEL - CITY COUNCIL & CITY MANAGER	2,303.07 M
3267	10/24/2022	25	ABC PLUMBING HEATING & AIR COND INC	HYDRO JET ENTRANCE OF SCHOOL (MANHOLE #104)	1,120.00
3268	10/24/2022	30	ACES	HOWARD PK BIN-09/22	282.49
3270	10/24/2022	265	AMADOR COUNTY SHERIFF'S DEPT	DISPATCH SERV 1ST QTR FY 22/23	34,810.32
3270	10/24/2022	265	AMADOR COUNTY SHERIFF'S DEPT	MO. RIMS ACCESS FEE 09/22	609.40
3271	10/24/2022	315	AMADOR WATER AGENCY	005018-016-HOWARD PK	12,090.64
3272	10/24/2022	420	AT&T CALNET 3	MO. PHONE SERV. BANK:9391064373 09/22	238.92
3272	10/24/2022	420	AT&T CALNET 3	MO. PHONE SERV. BAN:9391033961 09/22	802.92
3272	10/24/2022	420	AT&T CALNET 3	MO. PHONE SERV. BAN:9391037281 09/22	24.87
3272	10/24/2022	420	AT&T CALNET 3	MO. PHONE SERV. BAN:9391037282 09/22	71.25
3273	10/24/2022	425	ATT MOBILITY	ACCT 287312741394 - PD FIRSTNET 09/22	521.52
3273	10/24/2022	425	ATT MOBILITY	ACCT 287314845930 - FIRSTNET 09/22	416.04
3273	10/24/2022	425	ATT MOBILITY	ACCT 829264128 - 10/22	82.44
3274	10/24/2022	535	BEELE TRACTOR COMPANY	HOSE ADAPTER 141D	111.23
3276	10/24/2022	905	CASELLE INC.	CONTRACT SUPPORT/MAINT - OCT 2022	1,813.00
3279	10/24/2022	1035	COASTLAND CIVIL ENGINEERING INC	864803 IONE - WILDFLOWER UNIT 1	1,007.50
3279	10/24/2022	1035	COASTLAND CIVIL ENGINEERING INC	864898 IONE BLDG DEPT FY 22/23	3,562.48
3280	10/24/2022	1255	DEPARTMENT OF JUSTICE	FINGERPRINTS - FD	32.00
3281	10/24/2022	1355	EASTON'S SERVICE AND REPAIR	BRIGGS 215320 - REPLACED PULL START ASSEMBLY	697.76
3282	10/24/2022	1375	ECO URBAN DESIGNS INC.	LANDSCAPE MAINT-CO GOLF COURSE 10/22	2,644.00
3282	10/24/2022	1375	ECO URBAN DESIGNS INC.	CONSULT/TESTING TERTIARY 10/22	2,542.00

M = Manual Check, V = Void Check

Check Num	Check Issue Date	Vendor ID	Payee Description	Amount
3283	10/24/2022	1545	FIRST SECURITY FINANCE INC. IONE-CA-2008-1 PRIN.-10/22	3,494.32
3284	10/24/2022	1855	HASA CREDIT MEMO - CMOROZ0622	532.20
3284	10/24/2022	1855	HASA MULTI-CHLOR	6,922.13
3284	10/24/2022	1855	HASA MULTI-CHLOR	1,691.66
3284	10/24/2022	1855	HASA MULTI-CHLOR	915.20
3284	10/24/2022	1855	HASA MULTI-CHLOR	584.17
3285	10/24/2022	2050	IONE PLAZA MARKET REFRESHMENTS FOR VOLUNTEERS	28.00
3287	10/24/2022	2105	JACKSON TIRE SERVICE INC ENG 6235 - MOUNT TRUCK TIRE	48.47
3287	10/24/2022	2105	JACKSON TIRE SERVICE INC 4X ST23580R16 HERCULES STRONG GUARD TIRES	632.55
3288	10/24/2022	2310	LEDGER DISPATCH JOB POSTINGS	56.65
3278	10/24/2022	2700	CIVICPLUS LLC ONLINE CODE HOSTINGS	900.00
3290	10/24/2022	2930	PG & E 3118061205-8-STREET LIGHTS EBR	3,900.45
3289	10/24/2022	3145	NAPA AUTO PARTS 913461 - PILLOW BLOCK BEARING	568.61
3293	10/24/2022	3315	SANDY GULCH SIGN COMPANY 366 EAGLE DR, 5871 BAYWOOD GREENS, 932 QUAIL CT	377.34
3293	10/24/2022	3315	SANDY GULCH SIGN COMPANY 1608 SHAKELEY, 1104 FAIRWAY	294.06
3294	10/24/2022	3380	SGROI, CARLO PER DIEM OCTOBER TRAVEL	45.00
3296	10/24/2022	3810	TOMMY'S GARAGE 1999 FORD F350 SUPER DUTY - FUEL TANK INSTALLATION	1,650.00
3296	10/24/2022	3810	TOMMY'S GARAGE 2016 CHEVROLET TAHOE OIL CHANGE	127.33
3296	10/24/2022	3810	TOMMY'S GARAGE 13-02 2013 FORD TAURUS HUB BEARING REPLACEMENT	407.44
3269	10/24/2022	110	ALFRED, JON PER DIEM FOR 3 TRAINING CLASSES-MULTIPLE DAYS	240.00
3277	10/24/2022	1010	CITY OF JACKSON JACKSON PD - CHP CANNABIS GRANT REIMB	7,258.69
3291	10/24/2022	2996	PRENTICE LONG PC LEGAL SERVICES - PRA'S-SEPT 2022	1,000.00
3291	10/24/2022	2996	PRENTICE LONG PC LEGAL SERVICES-SEPT 2022	10,395.92
3286	10/24/2022	2071	IW SOLAR LLC SOLAR PRODUCED-WWTP SEPT 22	9,132.44
3297	10/24/2022	3817	TOUCH FREE EXPRESS CAR WASH POLICE VEHICLE CAR WASH - OCT 2022	200.00
3275	10/24/2022	4745	BENEFIT COORDINATORS CORP. VISION - PW	2,269.70
3298	10/24/2022	4765	WEST YOST ASSOCIATES REVIEW WWTF CAPITAL PROJECT LISTS & RECOMMENDATIONS	9,978.29
3295	10/24/2022	4980	THE MOUNTAIN MERCHANT GOLDWEB PRINTING CORRECTION NOTICES BLDG DEPT	288.96
3292	10/24/2022	4985	SAMANTHA HEPPE REFUND SEWER CREDIT	46.40
3299	10/24/2022	4990	WILLDAN PROJECT NO. 111764.00 PLAN CHECK FEES	1,050.00

M = Manual Check, V = Void Check

[illegible]

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

Reconciled Bank Balance

General Checking Account - American River Bank

Balance Per Bank Statement	7,436,867.95
Less: Outstanding Checks/Wires	(143,515.47)
Add: Deposits in Transit	1,535.08
Bank Adjustments	(64.65)
Reconciled Balance	7,294,822.91

Sweep Savings Account - American River Bank

Balance Per Bank Statement	515,697.99
Less: Outstanding Checks/Wires	
Add: Deposits in Transit	
Reconciled Balance	515,697.99

General Checking Account - Wells Fargo Bank

Balance Per Bank Statement	588,591.69
Less: Outstanding Checks/Wires	(5,550.38)
Add: Deposits in Transit	86.40
Reconciled Balance	583,127.71

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	53,422.81
Less: Outstanding Checks/Wires	
Add: Deposits in Transit	909.89
Reconciled Balance	54,332.70

LAIF Account

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

Balance Per Bank Statement	<u>3,834,636.63</u>
Less: Outstanding Checks/Wires	<u> </u>
Add: Deposits in Transit	<u> </u>
Reconciled Balance	<u>3,834,636.63</u>
Cantella & Co. - Investment	
Balance Per Bank Statement	<u>298,803.05</u>
Less: Outstanding Checks/Wires	<u> </u>
Add: Deposits in Transit	<u> </u>
Reconciled Balance	<u>298,803.05</u>
Certificate of Deposit - American River Bank	
Balance Per Bank Statement	<u>56,350.42</u>
Less: Outstanding Checks/Wires	<u> </u>
Add: Deposits in Transit	<u> </u>
Reconciled Balance	<u>56,350.42</u>
TOTAL	<u><u>12,637,771.41</u></u>

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

BALANCE PER GENERAL LEDGER

General Checking Account - American River Bank	<u>7,294,822.91</u>
Sweeps Savings Account - American River Bank	<u>515,697.99</u>
General Checking Account - Wells Fargo	<u>583,127.71</u>
Secondary Checking Account - American Bank	<u>-</u>
Xpress Billpay Deposit Account	<u>54,332.70</u>
LAIF	<u>3,834,636.63</u>
Cantella & Co. - Investment	<u>298,803.05</u>
Certificate of Deposit - American River Bank	<u>56,350.42</u>
Reconciled Balance	<u>12,637,771.41</u>
TOTAL	<u>12,637,771.41</u>
Reconciled Difference	<u>-</u>



Chris Hancock, Finance Manager

11/22/2022
Date

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

01 - ARB - Primary Checking (ARB - Primary Checking) (1)
October 31, 2022

Accto

Bank Account Number:

Bank Statement Balance:	7,436,867.95	Book Balance Previous Month:	7,329,896.56
Outstanding Deposits:	1,535.08	Total Receipts:	385,827.57
Outstanding Checks:	143,515.47	Total Disbursements:	420,901.22
Bank Adjustments:	64.65-	Book Adjustments:	.00
Bank Balance:	<u>7,294,822.91</u>	Book Balance:	<u>7,294,822.91</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	1281	427.50	1283	398.08
176	29.00	1280	213.50	1282	30.00	1284	18.00
						Total:	<u>1,535.08</u>

Deposits cleared: 75 items Deposits Outstanding: 8 items

Outstanding Checks

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
1228	2,404.75	2358	2.60	3251	18.00	3280	32.00
1390	222.60	2480	50.00	3252	5,186.00	3281	697.76
1438	80.00	2488	51.70	3256	36.00	3282	5,186.00
1439	101.43	2572	18.75	3267	1,120.00	3283	3,494.32
1446	1,446.25	2599	7,550.27	3269	240.00	3284	9,580.96
1712	50.05	3081	122.10	3270	35,419.72	3286	9,132.44
1755	25.84	3165	122.10	3272	1,137.96	3292	46.40
1802	50.00	3182	5,186.00	3273	1,020.00	3293	671.40
1913	79.02	3188	44,874.80	3278	900.00	3296	2,184.77
1925	40.70-	3226	244.20	3279	4,569.98	3297	200.00
						Total:	<u>143,515.47</u>

Checks cleared: 60 items Checks Outstanding: 40 items

Bank Adjustments

Description	Amount	Description	Amount
UNIDENTIFIED BUSINESS LICENSE	64.00-	BUSINESS LICENSE VARIANCE	.65-

Description	Amount	Description	Amount
Total:	<u>64.65-</u>		

Book Adjustments

No book adjustments found!

02 - ARB - Sweep Savings (ARB - Sweep Savings) (2)
October 31, 2022

Acco

Bank Account Number:

Bank Statement Balance:	515,697.99	Book Balance Previous Month:	515,678.28
Outstanding Deposits:	.00	Total Receipts:	19.71
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>515,697.99</u>	Book Balance:	<u>515,697.99</u>

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)
October 31, 2022

Acc:

Bank Account Number:

Bank Statement Balance:	588,591.69	Book Balance Previous Month:	547,009.08
Outstanding Deposits:	86.40	Total Receipts:	37,711.08
Outstanding Checks:	5,550.38	Total Disbursements:	1,592.45
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>583,127.71</u>	Book Balance:	<u>583,127.71</u>

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
202	86.40						
						Total:	<u>86.40</u>

Deposits cleared: 19 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:	<u>5,550.38</u>
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!

05 - XPRESS BILLPAY DEPOSIT ACCT. (X) (5)
October 31, 2022

Acco

Bank Account Number:

Bank Statement Balance:	53,422.81	Book Balance Previous Month:	62,267.43
Outstanding Deposits:	909.89	Total Receipts:	37,065.27
Outstanding Checks:	.00	Total Disbursements:	45,000.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>54,332.70</u>	Book Balance:	<u>54,332.70</u>

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
256	40.70	1290	332.20	1292	40.70	1294	252.80
1289	81.40	1291	122.10	1293	39.99		
						Total:	<u>909.89</u>

Deposits cleared: 51 items Deposits Outstanding: 7 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 1 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

20 - LAIF (LAIF) (20)
October 31, 2022

Acco

Bank Account Number:

Bank Statement Balance:	3,834,636.63	Book Balance Previous Month:	3,821,633.02
Outstanding Deposits:	.00	Total Receipts:	13,003.61
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>3,834,636.63</u>	Book Balance:	<u>3,834,636.63</u>

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!

21 - CANTELLA INVESTMENTS (CANTELLA INVESTMENTS) (21)

October 31, 2022

Acco

Bank Account Number:

Bank Statement Balance:	298,803.05	Book Balance Previous Month:	301,158.13
Outstanding Deposits:	.00	Total Receipts:	.00
Outstanding Checks:	.00	Total Disbursements:	2,355.08
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>298,803.05</u>	Book Balance:	<u>298,803.05</u>

Outstanding Deposits

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

Deposits cleared: 0 items Deposits Outstanding: 1 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 1 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)
October 31, 2022

Acco

Bank Account Number:

Bank Statement Balance:	56,350.42	Book Balance Previous Month:	56,345.79
Outstanding Deposits:	.00	Total Receipts:	4.63
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>56,350.42</u>	Book Balance:	<u>56,350.42</u>

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

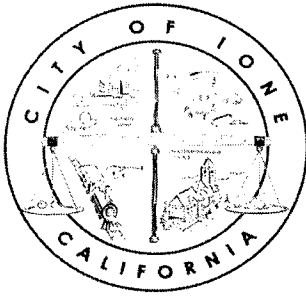
No bank adjustments found!

Book Adjustments

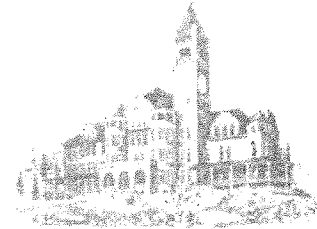
No book adjustments found!

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments



CITY OF IONE CITY COUNCIL STAFF REPORT



FOR THE MEETING OF: DECEMBER 6, 2022

DATE: DECEMBER 6, 2022

TO: MAYOR EPPERSON AND CITY COUNCIL

**FROM: SHAYNE MORGAN, SENIOR VICE PRESIDENT
FINANCE DTA**

**SUBJECT: CITY OF IONE COMMUNITY FACILITIES DISTRICT NO. 2005-2
ANNUAL ACCOUNTABILITY REPORTS FOR THE PERIOD
ENDING OCTOBER 31, 2022**

STAFF RECOMMENDATION

It is recommended that City Council, acting in its capacity as the legislative body of City of Ione Community Facilities District No. 2005-2 ("CFD No. 2005-2"), receive and file the attached Annual Accountability Reports as required by Government Code Section 50075.3 for the period ending October 31, 2022.

BACKGROUND AND OVERVIEW

The City of Ione, pursuant to the provisions of the Local Agency Special Tax and Bond Accountability Act (the "Accountability Act"), is required to file Annual Accountability Reports (defined below) with City Council for each improvement area of Community Facilities District No. 2005-2 on an annual basis. The attached Annual Accountability Reports provide the information required by Government Code Section 50075 et seq. for the period ending October 31, 2022.

The Accountability Act adopted by the voters in 2001 and codified in Government Code Section 50075 et seq. requires any local special tax and/or bond measure subject to voter approval on or after January 1, 2001 that would provide for the imposition of a special tax by a local agency shall require the chief fiscal officer of the levying local agency to file an annual Special Tax and Bond Accountability Report ("Annual Accountability Report") with its governing body meeting the requirements of the Accountability Act. As directed

TYPE OF ITEM:

_____ Consent
_____ Departmental
_____ Public Hearing
_____ Other _____

PREVIOUS ACTION/REFERRAL:

Council Order No. _____

Meeting of: _____

City Council for the City of Ione

Upon motion of Council Member

Seconded by Council Member

And carried _____ by those members present,

The Council hereby adopts the recommended action contained in this report.

Dated: _____

Janice Traverso, City Clerk

By: _____

by Senate Bill ("SB") 165, the Annual Accountability Reports shall contain both of the following (i) the amount of funds collected and expended, and (ii) the initial allocation of bond proceeds and the expenditure of bonds proceeds to fund authorized projects of CFD No. 2005-2.

Attached for your information are the applicable City of Ione Community Facilities District No. 2005-2 Annual Accountability Reports for the reporting period of November 1, 2021 through October 31, 2022. These reports provide the amount of funds collected and expended as well as the status of the projects authorized within the bond programs. The total beginning balance within the accounts held by U.S. Bank on November 1, 2021 was \$644,575 (collectively for all funds and accounts held by Improvement Area Nos. 1 & 3 of CFD No. 2005-2), and the total ending balance as of October 31, 2022 was \$376,979 (collectively for all funds and accounts held by Improvement Area Nos. 1 & 3 of CFD No. 2005-2). *The Improvement Area No. 2 of CFD No. 2005-2 Special Tax Refunding Bonds were redeemed in full on September 1, 2017, and accordingly, all funds and accounts held for this district have been closed.* The CFD No. 2005-2 bonds were issued to pay, repay or defease the outstanding bonds supported by special taxes levied on taxable property for City of Ione Community Facilities District No. 1989-1 (Country Club Estates) and City of Ione Community Facilities District No. 1989-2 (Country Club Estates – 2) which were in default. These reports, commonly submitted as informational packets by other taxing jurisdictions, are included on the consent calendar as a courtesy to keep City Council involved in these matters. These reports were provided by DTA, Inc., the special tax consultant and administrator for these districts.

All costs related to CFD No. 2005-2 are costs of these districts, not the City of Ione or its General Fund. As a result, all costs related to administering these districts and paying debt service on the bonds are the responsibility of the property owners within these districts. The bonded indebtedness of CFD No. 2005-2 is both secured and repaid through the annual levy and collection of special taxes from all property subject to the special tax within these districts.

Aside from the Annual Accountability Reports, there are various other annual reporting requirements related to CFD No. 2005-2 as outlined below:

- City Council approval of the "Annual Levy of Special Tax" resolution authorizing the levy of special taxes within CFD No. 2005-2. Approval is due each year prior to the County of Amador's August 10th deadline for the inclusion of such special taxes on the consolidated property tax bills pursuant to Government Code Section 43340 of the Mello-Roos Community Facilities Act of 1982 (the "Act"). The fiscal year 2022-2023 annual levy of special taxes for CFD No. 2005-2 was approved by City Council on August 2, 2022. *The CFD No. 2005-1 Special Tax Refunding Bonds had a final maturity of September 1, 2016, and accordingly, there was no levy of special taxes within CFD No. 2005-1 for fiscal year 2022-2023.*
- As stated in SB 1464, any Community Facilities Districts issuing debt on or after January 1, 1993, must report certain fiscal information to the California Debt and Investment Advisory Commission ("CDIAC") on an annual basis by October 30th of each year (2 page form report of fund balance, assessed value of all parcels in the CFD subject to the special tax, tax collections, delinquent reporting, foreclosure actions for fiscal year, and issue matured or refunded information called the Yearly Fiscal Status Report). DTA, Inc. (acting on behalf of the City of Ione) prepared

and filed the first set of applicable Yearly Fiscal Status Reports for CFD Nos. 2005-1 & 2005-2 on October 29, 2007, and subsequent required reports have been provided to CDIAC on or prior to each October 30th thereafter.

- The City of Ione, pursuant to the provisions of the Continuing Disclosure Certificates (the "Disclosure Certificates") dated as of August 1, 2006 for CFD No. 2005-1, and dated as of December 1, 2007 for Improvement Area No. 1 of CFD No. 2005-2, is required to provide Annual Reports for CFD No. 2005-1 and Improvement Area No. 1 of CFD No. 2005-2 not later than April 1st of each year in compliance with Section 53359.5 of the Government Code as stated in SB 1464, the 1992 Mello-Roos Amendment Bill. DTA, Inc. prepared these Annual Reports and copies of these Annual Reports were forwarded to U.S. Bank as trustee prior to each applicable April 1st. These Annual Reports have also been provided to each National Repository and each State Repository determined pursuant Section 3(a) of the applicable Disclosure Certificate. The first Annual Report for CFD No. 2005-1 was provided prior to April 1, 2007, and subsequent Annual Reports were provided prior to each April 1st thereafter during the time which the bonds issued by this district were outstanding. The first Annual Report for Improvement Area No. 1 of CFD No. 2005-2 was provided prior to April 1, 2008, and subsequent Annual Reports have been provided prior to each April 1st thereafter. The bonds for Improvement Area No. 3 of CFD No. 2005-2 are currently privately placed and continuing disclosure certificates have not been executed for this improvement area, therefore an Annual Report is not required for this improvement area at this time. Similar annual continuing disclosure reporting requirements would apply to Improvement Area No. 3 of CFD No. 2005-2 only if the bonds secured by the special taxes with such improvement area are sold to the public. *The Improvement Area No. 2 of CFD No. 2005-2 Special Tax Refunding Bonds, which were also privately place, were redeemed in full on September 1, 2017, and accordingly, there are no continuing disclosure reporting requirements for this district.*

City Council has authorized the formation of CFD No. 2005-2, the bonded indebtedness for this district, the levy of a special tax within the boundaries of CFD No. 2005-2, and the specific special taxes levied per parcel for fiscal year 2022-2023. The attached Annual Accountability Reports, prepared in accordance with Government Code Section 50075.3, is hereby submitted for City Council's reference.

If you have any questions or need additional information regarding the Annual Accountability Reports for CFD No. 2005-2, you may contact me or Shayne Morgan, the administrative consultant for CFD No. 2005-2, at (949) 955-1500.

Attachments

**CITY OF IONE
IMPROVEMENT AREA NO. 1 OF
COMMUNITY FACILITIES DISTRICT NO. 2005-2**

SPECIAL TAX AND BOND ACCOUNTABILITY REPORT

The purpose of this report is to comply with the provisions of the Local Agency Special Tax and Bond Accountability Act (the "Accountability Act"). According to Senate Bill ("SB") 165, any local special tax measure that is subject to voter approval on or after January 1, 2001 that would provide for the imposition of a special tax by a local agency shall require the chief fiscal officer of the levying local agency to file an annual Special Tax and Bond Accountability Report ("Accountability Report") with its governing body no later than January 1, 2002, and at least once a year thereafter, meeting the requirements of the Accountability Act. The Accountability Report shall contain a description of the following:

- The amount of funds collected and expended.
- The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Article 1.5, Section 53410.

In compliance with the required Accountability Report the following is submitted:

The City of Ione issued \$3,845,000 in Improvement Area No. 1 of Community Facilities District No. 2005-2 Special Tax Bonds (the "Series 2006 Bonds") in August 2006. The Series 2006 Bonds were issued to pay, repay or defease an allocable share of the outstanding bonds supported by special taxes levied on taxable property for City of Ione Community Facilities District No. 1989-1 (Country Club Estates) and City of Ione Community Facilities District No. 1989-2 (Country Club Estates – 2) which were in default. In June 2018, Improvement Area No. 1 of Community Facilities District No. 2005-2 issued \$2,646,764 in refunding bonds (the "Series 2018 Bonds") to provide funds to refund all of the outstanding Series 2006 Bonds. The Series 2006 Bonds and the Series 2018 Bonds are collectively referred to herein as the "Bonds".

Separate accounts have been established with a third-party trustee to administer the receipt and subsequent disbursement of the Bond proceeds for Improvement Area No. 1 of Community Facilities District No. 2005-2. Summary sheets showing the deposit of Bond proceeds as well as all subsequent disbursements made during the reporting period (November 1, 2021 through October 31, 2022) are attached as a part of this report.

Improvement Area No. 1 of Community Facilities District No. 2005-2 facilities special taxes were levied in fiscal year 2021-2022 in the amount of \$201,450. These facilities special taxes were used to pay debt service on the Bonds and administrative expenses of Improvement Area No. 1 of Community Facilities District No. 2005-2.

Additionally, Improvement Area No. 1 of Community Facilities District No. 2005-2 services special taxes were levied in fiscal year 2021-2022 in the amount of \$62,535 and made available to the City of Ione for authorized public services and associated administrative expenses.

**COMMUNITY FACILITIES DISTRICT No. 2005-2
(IMPROVEMENT AREA No. 1) OF THE CITY OF IONE
SERIES 2006 SPECIAL TAX BONDS**

SB 165 FUND SUMMARY

<i>Fund</i>	<i>Bond Proceeds (Deposited on 8/16/06)</i>	<i>Previously Accrued</i>	<i>Previously Expended</i>	<i>Ending Balance as of 11/7/18 ^[1]</i>
Project Account	\$0.00	\$0.00	\$0.00	\$0.00
Cost of Issuance Account	\$0.00	\$261,595.34	(\$261,595.34)	\$0.00
Cost of Conversion Subaccount	\$0.00	\$80,798.29	(\$80,798.29)	\$0.00
Special Tax Fund ^[2]	\$3,756,579.25	\$3,449,969.72	(\$7,206,548.97)	\$0.00
Reserve Account	\$0.00	\$596,105.98	(\$596,105.98)	\$0.00
Administrative Expense Account	\$0.00	\$262,831.49	(\$262,831.49)	\$0.00
Interest Account	\$0.00	\$2,501,271.14	(\$2,501,271.14)	\$0.00
Principal Account	\$0.00	\$220,000.10	(\$220,000.10)	\$0.00
Redemption Account	\$0.00	\$771,015.69	(\$771,015.69)	\$0.00
Rebate Fund	\$0.00	\$0.00	\$0.00	\$0.00
Surplus Fund	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$3,756,579.25	\$8,143,587.75	(\$11,900,167.00)	\$0.00

Notes:

[1] The Series 2006 Special Tax Bonds were redeemed in full on September 1, 2018. Accordingly, the majority of the funds and accounts for the Series 2006 Special Tax Bonds were transferred to the funds and accounts established for the Series 2018 Special Tax Refunding bonds on June 21, 2018. Furthermore, all funds and accounts for the Series 2006 Special Tax Bonds were closed on November 7, 2018.

[2] Excludes private placement fee of \$88,420.75 retained by placement agent.

**COMMUNITY FACILITIES DISTRICT No. 2005-2
(IMPROVEMENT AREA No. 1) OF THE CITY OF IONE
SERIES 2018 SPECIAL TAX REFUNDING BONDS**

SB 165 FUND SUMMARY

<i>Fund</i>	<i>Special Tax and Bond Proceeds (Deposited on 6/21/18)</i>	<i>Previously Accrued</i>	<i>Previously Expended</i>	<i>Ending Balance as of 10/31/21</i>	<i>Funds Accrued (11/1/21 through 10/31/22)</i>	<i>Funds Expended (11/1/21 through 10/31/22)</i>	<i>Ending Balance as of 10/31/22</i>
Construction Fund ^[1]	\$93,235.00	\$2,514.80	\$0.00	\$95,749.80	\$24,028.38	(\$23,606.92)	\$96,171.26
Cost of Issuance Account	\$108,502.32	\$39.10	(\$108,541.42)	\$0.00	\$0.00	\$0.00	\$0.00
Escrow Fund ^[2]	\$3,001,795.51	\$10,954.49	(\$3,012,750.00)	\$0.00	\$0.00	\$0.00	\$0.00
Special Tax Fund	\$0.00	\$559,002.12	(\$552,386.43)	\$6,615.69	\$180,649.94	(\$184,895.78)	\$2,369.85
Reserve Account	\$51,695.39	\$1,376.98	(\$5,709.32)	\$47,363.05	\$198.11	(\$521.95)	\$47,039.21
Administrative Expense Account ^[3]	\$40,478.51	\$64,737.16	(\$66,629.16)	\$38,586.51	\$22,537.26	(\$2,500.00)	\$58,623.77
Interest Account	\$0.00	\$349,299.83	(\$349,299.83)	\$0.00	\$97,612.89	(\$97,610.77)	\$2.12
Principal Account	\$0.00	\$240,508.20	(\$240,508.20)	\$0.00	\$111,312.31	(\$111,308.50)	\$3.81
Redemption Account	\$0.00	\$222,101.35	(\$221,733.20)	\$368.15	\$91,585.70	(\$91,403.49)	\$550.36
Rebate Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Surplus Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$3,295,706.73	\$1,450,534.03	(\$4,557,557.56)	\$188,683.20	\$527,924.59	(\$511,847.41)	\$204,760.38

Notes:

[1] Funded with a transfer from the Series 2006 Special Tax Fund on June 21, 2018.

[2] Funds deposited include (i) refunding bond proceeds equal to \$2,486,566.29 (excludes costs of issuance in the amount of \$108,502.32 and amounts deposited into the Reserve Account in the amount of \$51,695.39), and (ii) transfers totaling \$515,229.22 from funds held in the Series 2006 Special Tax Fund, Reserve Fund and Redemption Account.

[3] Funded with a transfer from the Series 2006 Administrative Expense Account on June 21, 2018.

**CITY OF IONE
IMPROVEMENT AREA NO. 2 OF
COMMUNITY FACILITIES DISTRICT NO. 2005-2**

SPECIAL TAX AND BOND ACCOUNTABILITY REPORT

The purpose of this report is to comply with the provisions of the Local Agency Special Tax and Bond Accountability Act (the "Accountability Act"). According to Senate Bill ("SB") 165, any local special tax measure that is subject to voter approval on or after January 1, 2001 that would provide for the imposition of a special tax by a local agency shall require the chief fiscal officer of the levying local agency to file an annual Special Tax and Bond Accountability Report ("Accountability Report") with its governing body no later than January 1, 2002, and at least once a year thereafter, meeting the requirements of the Accountability Act. The Accountability Report shall contain a description of the following:

- The amount of funds collected and expended.
- The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Article 1.5, Section 53410.

In compliance with the required Accountability Report the following is submitted:

The City of Ione issued \$1,550,000 in Improvement Area No. 2 of Community Facilities District No. 2005-2 Special Tax Refunding Bonds (the "Bonds") in August 2006. The Bonds were issued to pay, repay or defease an allocable share of the outstanding bonds supported by special taxes levied on taxable property for City of Ione Community Facilities District No. 1989-1 (Country Club Estates) and City of Ione Community Facilities District No. 1989-2 (Country Club Estates – 2) which were in default.

Separate accounts had been established with a third-party trustee to administer the receipt and subsequent disbursement of the Bond proceeds for Improvement Area No. 2 of Community Facilities District No. 2005-2. Improvement Area No. 2 of Community Facilities District No. 2005-2 Special Tax Bonds had a final maturity of September 1, 2017. Accordingly, parcels within Improvement Area No. 2 of Community Facilities District No. 2005-2 are no longer subject to the levy of the facilities special tax, and all funds and accounts for the Bonds were subsequently closed on October 1, 2019. A summary sheet showing the deposit of Bond proceeds as well as all subsequent disbursements made through October 1, 2019 is attached as a part of this report.

Furthermore, Improvement Area No. 2 of Community Facilities District No. 2005-2 services special taxes were levied in fiscal year 2021-2022 in the amount of \$68,789 and made available to the City of Ione for authorized public services and associated administrative expenses.

**COMMUNITY FACILITIES DISTRICT No. 2005-2
(IMPROVEMENT AREA No. 2) OF THE CITY OF IONE
SERIES 2006 SPECIAL TAX BONDS**

SB 165 FUND SUMMARY

<i>Fund</i>	<i>Bond Proceeds (Deposited on 8/16/06)</i>	<i>Previously Accrued</i>	<i>Previously Expended</i>	<i>Ending Balance as of 10/1/19 ^[1]</i>
Project Account	\$0.00	\$34,048.71	(\$34,048.71)	\$0.00
Cost of Issuance Account	\$0.00	\$127,622.36	(\$127,622.36)	\$0.00
Special Tax Fund ^[2]	\$1,148,040.21	\$641,625.09	(\$1,789,665.30)	\$0.00
Reserve Account	\$0.00	\$220,126.10	(\$220,126.10)	\$0.00
Administrative Expense Account	\$0.00	\$263,893.93	(\$263,893.93)	\$0.00
Interest Account	\$0.00	\$573,880.51	(\$573,880.51)	\$0.00
Principal Account	\$0.00	\$680,000.00	(\$680,000.00)	\$0.00
Redemption Account	\$0.00	\$1,164,959.68	(\$1,164,959.68)	\$0.00
Rebate Fund	\$0.00	\$0.00	\$0.00	\$0.00
Surplus Fund	\$0.00	\$111,595.29	(\$111,595.29)	\$0.00
Grand Total	\$1,148,040.21	\$3,817,751.67	(\$4,965,791.88)	\$0.00

Notes:

[1] The Series 2006 Special Tax Bonds were redeemed in full on September 1, 2017. Accordingly, all funds and accounts for the Series 2006 Special Tax Bonds were closed on October 1, 2019.

[2] Excludes (i) proceeds from the CFD Nos. 1989-1 & 1989-2 bond cancellation totaling \$385,298.25, and (ii) private placement fee of \$16,661.54 retained by placement agent.

**CITY OF IONE
IMPROVEMENT AREA NO. 3 OF
COMMUNITY FACILITIES DISTRICT NO. 2005-2**

SPECIAL TAX AND BOND ACCOUNTABILITY REPORT

The purpose of this report is to comply with the provisions of the Local Agency Special Tax and Bond Accountability Act (the "Accountability Act"). According to Senate Bill ("SB") 165, any local special tax measure that is subject to voter approval on or after January 1, 2001 that would provide for the imposition of a special tax by a local agency shall require the chief fiscal officer of the levying local agency to file an annual Special Tax and Bond Accountability Report ("Accountability Report") with its governing body no later than January 1, 2002, and at least once a year thereafter, meeting the requirements of the Accountability Act. The Accountability Report shall contain a description of the following:

- The amount of funds collected and expended.
- The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Article 1.5, Section 53410.

In compliance with the required Accountability Report the following is submitted:

The City of Ione issued \$9,855,000 in Improvement Area No. 3 of Community Facilities District No. 2005-2 Special Tax Refunding Bonds (the "Bonds") in August 2006. The Bonds were issued to pay, repay or defease an allocable share of the outstanding bonds supported by special taxes levied on taxable property for City of Ione Community Facilities District No. 1989-1 (Country Club Estates) and City of Ione Community Facilities District No. 1989-2 (Country Club Estates – 2) which were in default.

Separate accounts have been established with a third-party trustee to administer the receipt and subsequent disbursement of the Bond proceeds for Improvement Area No. 3 of Community Facilities District No. 2005-2. A summary sheet showing the deposit of Bond proceeds as well as all subsequent disbursements made during the reporting period (November 1, 2021 through October 31, 2022) is attached as a part of this report.

Improvement Area No. 3 of Community Facilities District No. 2005-2 facilities special taxes were levied in fiscal year 2021-2022 in the amount of \$317,316. These facilities special taxes were used to pay debt service on the Bonds and administrative expenses of Improvement Area No. 3 of Community Facilities District No. 2005-2.

Additionally, Improvement Area No. 3 of Community Facilities District No. 2005-2 services special taxes were levied in fiscal year 2021-2022 in the amount of \$159,439 and made available to the City of Ione for authorized police and fire protection services, street maintenance, park maintenance and open space maintenance, and associated administrative expenses.

**COMMUNITY FACILITIES DISTRICT No. 2005-2
(IMPROVEMENT AREA No. 3) OF THE CITY OF IONE
SERIES 2006 SPECIAL TAX BONDS**

SB 165 FUND SUMMARY

<i>Fund</i>	<i>Bond Proceeds (Deposited on 8/16/06) ⁽¹⁾</i>	<i>Previously Accrued</i>	<i>Previously Expended</i>	<i>Ending Balance as of 10/31/21</i>	<i>Funds Accrued (11/01/21 through 10/31/22)</i>	<i>Funds Expended (11/01/21 through 10/31/22)</i>	<i>Ending Balance as of 10/31/22</i>
Project Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cost of Issuance Account	\$0.00	\$875,101.83	(\$875,101.81)	\$0.02	\$0.00	\$0.00	\$0.02
Special Tax Fund ⁽²⁾	\$7,086,655.60	\$8,270,878.29	(\$15,305,904.60)	\$51,629.29	\$267,649.22	(\$288,825.00)	\$30,453.51
Reserve Account	\$0.00	\$1,054,458.48	(\$1,054,457.92)	\$0.56	\$0.00	\$0.00	\$0.56
Administrative Expense Account	\$0.00	\$787,921.57	(\$693,750.07)	\$94,171.50	\$38,306.82	\$0.00	\$132,478.32
Interest Account	\$0.00	\$7,319,277.33	(\$7,319,277.33)	\$0.00	\$124,950.00	(\$124,950.00)	\$0.00
Principal Account	\$0.00	\$3,266,175.00	(\$3,266,175.00)	\$0.00	\$100,000.00	(\$100,000.00)	\$0.00
Redemption Account	\$0.00	\$3,883,698.53	(\$3,581,686.96)	\$302,011.57	\$837,661.44	(\$1,138,500.00)	\$1,173.01
Rebate Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Surplus Fund	\$0.00	\$38,061.83	(\$29,982.80)	\$8,079.03	\$34.17	\$0.00	\$8,113.20
Grand Total	\$7,086,655.60	\$25,495,572.86	(\$32,126,336.49)	\$455,891.97	\$1,368,601.65	(\$1,652,275.00)	\$172,218.62

Notes:

[1] Reflects cancellation of \$1,000,000 in bonds occurring after August 8, 2006 pricing.

[2] Excludes (i) proceeds from the CFD Nos. 1989-1 & 1989-2 bond cancellation totaling \$2,653,467.48, and (ii) private placement fee of \$114,876.92 retained by placement agent.

RESOLUTION NO. 2022-28**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS**

WHEREAS, pursuant to Ordinance No. 162, the City of Ione ("City") entered into a contract with the California Department of Tax and Fee Administration ("Department") for perform all functions incident to the administration and collection of sales and use taxes; and

WHEREAS, the City Council of the City deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to sales and use taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

NOW, THEREFORE, BE IT RESOLVED,

1. That the City Manager and Finance Manager, or other officer or employee of the City designated in writing by the City Manager to the Department is hereby appointed to represent the City with authority to examine sales or transactions and use tax records of the Department pertaining to sales and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.
2. The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales and use taxes by the Department pursuant to that contract.
3. That Hinderliter de Llamas ("HdL") is hereby designated to examine the sales or transactions and use tax records of the Department pertaining to sales and use taxes collected for the City by the Department. The person or entity designated by this section meets all of the following conditions, which are also included in the contract between the City and HdL:
 - a. Has an existing contract with the City to examine those sales or transactions and use tax records;
 - b. Is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.
 - c. Is prohibited by that contract from performing consulting services for a retailer during the term of that contract;

- d. Is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract is expired.

BE IT FURTHER RESOLVED, that the information obtained by examination of Department records shall be used only for purposes related to the collection of City sales and use taxes by the Department pursuant to the contract between the City and the Department.

4. That this resolution supersedes all prior resolutions of the City Council of the City adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

The foregoing resolution was duly introduced and adopted by the City Council of the City of Lone at their regular meeting held on December 6, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Epperson, Mayor

ATTEST:

Janice Traverso, City Clerk

Agenda Item

5

DATE: December 6, 2022

TO: Mayor Epperson and City Council

FROM: Michael Rock, City Manager

SUBJECT: Authorize the City Manager to execute an Agreement with El Dorado Disc Sports Foundation ("EDDS"), for purposes of allowing their Amador Chain Anglers Disc Golf Club (ACADGC) to utilize and maintain the Howard Park Disc Golf Course ("HPDGC").

RECOMMENDED ACTION:

1. Authorize the City Manager to execute an Agreement with EDDS for purposes of granting permission for ACADGC to use and maintain the Disc Golf Course.

FISCAL IMPACT:

There is minor cost savings to the City through in-kind services from ACADGC. Possible future revenues through Disc Golf Club events.

BACKGROUND:

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 of the City's costs to operate and maintain the facilities through in-kind services from EDDS.

The Parks and Recreation Commission at their October 25, 2022, meeting recommended approval of this Agreement on a unanimous vote.

ATTACHMENTS:

1. Agreement between City of Lone and EDDS
2. Map of Disc Golf Course in Howard Park

**AGREEMENT
BETWEEN THE CITY OF IONE AND
EL DORADO DISC SPORTS FOUNDATION**

This Agreement for the use of facilities at Howard Park is entered into this 6th day of December 2022 by and between the City of Ione ("City"), a California municipal corporation and El Dorado Disc Sports Foundation ("EDDS"), a California 501c3 public benefit nonprofit who are hereafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the City owns and operates Howard Park ("Park") at 600 Church Street (Hwy 124), in Ione, California; and

WHEREAS, the Amador Chain Anglers Disc Golf Club ("ACADGC") through EDDS operates the Howard Park Disc Golf Course ("HPDGC") herein depicted on Exhibit A; and

WHEREAS, the City acknowledges that disc golf is an environmentally sustainable, low maintenance, low impact, and low-cost recreational activity that can be enjoyed by people of all ages; and

WHEREAS, the City wishes to grant EDDS permission to use the Park for the purposes of operating the HPDGC in exchange for a small annual payment for reimbursement of the City's costs to operate and maintain the facilities, and for certain other improvements to the Park; and

WHEREAS, the City wishes to grant EDDS permission to use the park in exchange for: (1) a small annual payment for reimbursement of the City's costs to operate and maintain the facilities, and (2) certain other improvements to the Park;

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants herein contained, and such other and such other and further consideration as is hereby acknowledged, the Parties agree to the following:

TERMS AND CONDITIONS

PARTIES AND DESIGNATED CONTACT PERSONS

City Representative: Michael Rock, City Manager 1 E. Main Street Ione, CA 95640 Tel: (209) 274-2412 Ext. 116 mrock@ione-ca.com	EDDS Representative: Sharon Keoppel, President 4960 Emil Rd. Shingle Springs, CA 95682 Tel: (916) 320-5215 sharonkeoppel@eddiscsports.org	ACADGC Representative: Lee Lockhart, President 7500 Lake Amador Drive Ione, CA 95640 Tel: (209) 274-4739 lakeamador@gmail.com
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1. Term:

- A.** This Agreement will be valid from date of approval through and continuing for one year from date of approval.
- B.** At one year, the terms and conditions will be evaluated by all Parties.
- C.** At one year, the Agreement may be extended by request of either party for two five-year terms. If the Agreement is still active at the eleventh year both parties may agree to extend the Agreement an additional five years.
- D.** If either Party to this Agreement fails to perform any of its obligations under this Agreement when due and called for, that party shall be in default if it fails to cure such default within thirty (30) days after written notice from the non-defaulting Party of such default; provided, however, that if the nature of a non-monetary default is the result of a force majeure occurrence or is otherwise of a nature such that it cannot be fully cured within that thirty (30) day period, the Party in default shall have such additional time as is reasonably necessary to cure the default so long as the Party in default is proceeding diligently to complete the necessary cure after service of notice by the non-defaulting Party. If the EDDS remains in default after the 30-day cure period, the Agreement may be terminated at the City's option.

2. Mutual Covenants:

A. The City will:

- a. Facilities License & Coordination.** EDDS will be the sole point of contact for any use of the disc golf course in cooperation with the City and parking areas ("City Facilities") designated by the City on a full-time basis during the term of this Agreement for disc golf related functions. The City agrees not to sub-lease to any other organization the current footprint of the Disc Golf Course.
- b. Advertisements.** Allow the EDDS to sell banners to hang around the disc golf course in order to fundraise for the Foundation. Signs shall comply with the City's sign ordinance, as may be amended from time to time. Advertising shall be limited to commercial advertising involving offering of goods or services for sale, consistent with both constitutional and local law requirements.
- c. Monitor.** Monitor the Park and City Facilities to ensure all commitments are being adhered to.

B. The EDDS will:

- a. Fee.** Pay the City a participation fee of \$100 per year for the term of the Agreement, or as amended at the first anniversary of this Agreement, for the purpose of helping the City offset operations and maintenance costs associated with the City Facilities. The fee will be paid by January 1st of each year of the term of the Agreement. Prior to the anniversary of the first year of this Agreements, the Parties shall negotiate in good faith an appropriate fee in a continuing effort to help the City offset rising operations and maintenance costs. In kind services, such as regularly trimming tree branches and removing debris and brush from the playing area and

maintaining all Disc Golf Course equipment (baskets, tee signs), may be substituted for the annual fee.

- b. **Disc Golf Course Use.** Conduct disc golf functions on the courts in accordance with applicable laws and City policies, including all OSHA regulations and standards. The Foundation shall not use the courses, nor permit others to use the courses in a way that will create a hazardous condition on the courses or surrounding areas. The President shall inspect the premises prior to any play to ensure no hazardous conditions are present.
- c. **Improvements.** Invest in the development of the Park through donations, grants and fundraising efforts and help the City make capital improvements to the City Facilities as grants, donations and fundraising allow. However, the Foundation shall not make any improvements or alterations to the Park or City Facilities without prior written approval from the City.
- d. **Equipment.** Provide and maintain the necessary equipment for the Foundation's intended use of the City Facilities. All the current equipment in place (baskets, tee signs, etc.) are property of Lee Lockhart until donated to the City of Lone after the first future 5-year term is completed. If at any time the City decides to terminate this agreement or further agreements, any and all HPDGC equipment would be returned to Lee Lockhart.
- e. **Insurance.** Maintain insurance as specified in Section 4 of this Agreement. The Foundation will further maintain additional property insurance covering any items kept at the courses.
- f. **Conservation.** Assist the P&R Department Staff to conserve both water and electrical power associated with the City Facilities.

3. Non-Exclusivity & Scheduling.

This is a non-exclusive license for the Foundation to use the City Facilities. The Foundation shall provide City with a schedule of league games and practices by January 1st of each year before the start of the season to secure specific dates and times. The City may use the City Facilities for any other purpose it desires when not in use by the Foundation.

4. Insurance.

The Foundation shall procure and maintain for the duration of this Agreement casualty and general liability insurance in commercially reasonable amounts, or as required by California Law, insuring against claims for injuries to persons or damages to property which may arise from or in connection with the Foundation's use of the City Facilities or performance under this Agreement. The coverage shall in no event be less than \$1,000,000 in primary coverage. The insurance policies must contain the following:

- a. The City, its officers, agents and employees are to be covered as additional insured. The policy shall not contain any special limitations on the scope of protection afforded to the City, its officers, agents and employees.
- b. For any claim related to this Agreement, the Foundation's insurance shall be the primary insurance as it relates to claims made against the City, its officers, officials and employees. Any insurance or self-insurance maintained by the City, its officers, officials or employees shall be excess of the Foundation's insurance and shall not contribute to it.
- c. The Foundation's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of insurer's liability.
- d. Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either Party, reduced in coverage or in limits except after thirty (30) days prior (10 days for non-payment of premium) written notice by certified mail, return receipt requested, has been given to the City. The Foundation shall also provide the same notice to the City.
- e. The Foundation shall furnish the City with original endorsements effecting coverage required by this Section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City within thirty (30) days from execution of this Agreement.
- f. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided the City, its officers, agents and employees.

5. Indemnity.

The Foundation shall indemnify and hold City, its officers, agents, volunteers and employees harmless from and against all claims, damages, losses and expenses, including attorneys fees and costs arising out of the use of other activities described in this Agreement by the Foundation, caused in whole or in part by any negligent act or omission of the Foundation, its agents, volunteers or employees or anyone directly or indirectly associated with the Foundation or anyone whose acts for which the Foundation may be liable, except where such liability is caused by the active negligence, sole negligence or willful misconduct of the City, its officers, agents or employees.

6. Assignment.

The Foundation agrees it will not assign the right or duties in this Agreement herein without first obtaining prior written consent of the City. Any assignment without the City's consent shall be voidable, and at the City's election, shall constitute a default of this Agreement.

7. Dispute Resolution.

If, during the performance of this Agreement, a dispute arises between the Foundation and the City that cannot be settled by discussions, the Foundation shall submit to the City a

written statement within ten (10) days of the incident giving rise to the dispute. The City Manager or other City designee shall issue a written decision to the Foundation within seven (7) days. The Foundation reserves the right to appeal the decision to the City Council within 30 days after the decision is made. The City Council's decision on an appeal shall be binding and final. The Foundation and the City shall continue to perform their duties under this Agreement without interruption during the dispute period.

8. General Terms and Conditions.

The terms and conditions of this Agreement shall govern and shall take precedence over any different or additional terms and conditions the Foundation may have included in any documents attached to or accompanying this Agreement. Any handwritten changes on the face of the Agreement shall be ignored and have no legal effect unless initialed by both Parties.

8.1 Choice of Law, Forum Selection, Entire Agreement and Modifications.

The Agreement shall be construed under California law (without regard for choice-of-law considerations) and the policies and procedures of the City, as amended from time to time. Any action arising out of this Agreement shall be heard by a state court in California. For this purpose, the Foundation specifically and unconditionally consents to jurisdiction in El Dorado County. The Agreement constitutes the entire Agreement and understanding of the Parties and replaces any prior or contemporaneous agreements or understands, whether written or oral. Modifications to this Agreement will be valid only with a writing signed by both Parties.

8.2 Use of City Name or Logo.

The Foundation agrees not to use the name, logo or any other marks (including but not limited to colors and music) owned by or associated with the City or the name of any representative of the City in any sales promotion work or advertising, or any form of publicity, without prior written permission of the City in each instance.

8.3 Terms of Payment.

Payments shall be made to the City within thirty (30) days upon the City's presentation of an invoice for services rendered pursuant to this Agreement.

8.4 Termination.

The City may terminate this Agreement in whole or in part for cause upon thirty (30) days written notice to the Foundation if the Foundation fails to comply with any material term or condition of this Agreement, becomes insolvent or files for bankruptcy protection or fails to comply in a material way with the requirements of this Agreement if done in accordance with Section 1B of this Agreement. Late delivery of services or services that are defective or do not conform to the requirements of this Agreement shall, subject to the limitations herein, be sufficient cause to allow the City to terminate for cause.

8.5 Independent Contractor.

The Foundation shall perform its duties under this Agreement as an independent contractor and not as an employee of the City. Neither the Foundation nor any agent or employee of the Foundation shall be or shall be deemed to be an agent or employee of the City. The Foundation shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Agreement. The Foundation acknowledges that the Foundation and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation or any other employee benefit, statutory or otherwise. The Foundation shall have no authorization, express or implied, to bind the City to any agreements, liability or understanding except as expressly set forth herein. The Foundation shall be solely responsible for the acts of the Foundation, its employees and agents.

8.6 Non-Waiver.

No waiver by any Party of any default or nonperformance shall be deemed a waiver of any subsequent default or non-performance.

8.7 Limitation on City Liability.

In no event shall the City be liable for any indirect, consequential, incidental, lost profits or life expectancy damages arising out of this Agreement.

8.8 Affirmative Action, Equal Employment Opportunity and Targeted Group Business.

The City is committed to the policy that all persons shall have equal access to its programs, facilities and employment without regard to race, color, creed, religion, sex, age, marital status, disability, public assistance status, veteran status or sexual orientation and is committed to transacting business with entities and individuals who follow these practices. Accordingly, the Foundation must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Foundation will maintain non-segregated facilities for their employees and not allow their employees to perform services at any segregated facilities under its control. By entering into this Agreement, the Foundation certifies that it complies with all federal and state laws as well as with City laws and policies related to non-discrimination, equal employment opportunity and affirmative action.

8.9 Compliance with Ordinances and Regulations.

The Foundation agrees to abide by all applicable laws and regulations and all rules, notices, prohibitions instructions, or directions posted on any park or trail sign by the City. This includes field closures. The Foundation is not authorized to alter, construct, erect, or remove any structure within a park or on a trail without permission from the City. This includes the physical alteration of structures. The Foundation agrees to not assemble for the purpose of which, in fact, results in blocking or obstructing the lawful use by any other person of any portion of a park or trail or any structure in a park or on a trail or any position of access or exit to or from any park, trail, structure therein. This includes blocking off entrance drives and parking areas. The Foundation agrees not to charge admission, collect fees or payment for any activity, event, service or use of any land or facility in a park or on a trail without permission from the City. This includes charging a fee for the use of parking spaces.

8.10 Severability.

If any provision of this Agreement shall be invalid or unenforceable with respect to any Party, the remainder of the Agreement or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.11 Survivability.

The terms, provisions, representations and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by any of the Parties shall so survive the completion of performance and termination of this Agreement, including the making of any and all payments hereunder.

8.12 Notices.

All notices, requests, or other communications required hereunder shall be sufficient only if given in writing and shall be deemed given only when delivered personally or deposited in the United States mails by certified or registered mail, postage prepaid addressed as follows:

If to the City:
City of Lone
Attn: City Manager
P.O. Box 398
Lone, CA 95640

If to the EDDS Foundation:
El Dorado Disc Sports
Sharon Keoppel
4960 Emil Rd.
Shingle Springs, CA 95682

If to the ACADGC:
Amador Chain Anglers Disc Golf Club
Lee Lockhart
7500 Lake Amador Drive
Lone, CA 95640

Such addresses may be changed by either party by written advice as to the new address delivered to the other party at the address provided above.

8.13 Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Facsimile or electronic signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk; and the Foundation has caused this Agreement to be executed by its authorized agent.

CITY OF IONE

**EL DORADO DISC SPORTS
FOUNDATION**

By _____
Michael Rock, City Manager

By _____
Sharon Keoppel, President

**AMADOR CHAIN ANGLERS
DISC GOLF CLUB**

By _____
Lee Lockhart, President

APPROVED AS TO FORM:

By _____
Carolyn Walker, City Attorney

By _____
Janice Traverso, City Clerk

EXHIBIT A

