

**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=d3lWTW0zbVJlbjQNXBDQWtpZkRyUT09>

Meeting ID: 235 196 1316

Passcode: 95640

One tap mobile

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**Dial by your location**

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Meeting ID: 235 196 1316

Passcode: 95640

Find your local number: <https://zoom.us/j/2351961316?pwd=d3lWTW0zbVJlbjQNXBDQWtpZkRyUT09>

**Tuesday, October 4, 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?***

### F. CONSENT CALENDAR:

*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).*

1. Approval of Minutes: September 6, 2022
2. Adoption of Resolution No. 2022-21 – Approving the 2022 Conflict of Interest Code
3. Accept the Resignation of Lone Creek Committee Member Frank Vargas and Authorize the City Clerk to Advertise for Replacement

### G. PUBLIC HEARING: None

### H. REGULAR AGENDA:

4. Authorize the City Manager to sign an Agreement with HdL for Sales and Use Tax Reporting and Audit Services
5. Authorize the City Manager to sign an Agreement with Amador Central Railroad Company to Lease the Train Depot Building
6. Amend the Salary Schedule to add (1) Administrative Analyst and (1) Building Official/Code Enforcement Officer and delete the Management Analyst position

### I. REPORTS AND COMMUNICATIONS FROM CITY MANAGER

J. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEMS

K. CLOSED SESSION:

- 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, Interim City Manager
- Pursuant to Government Code 54957.9 – Public Employee Performance Review – City Manager
- Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph (2) of Section 54956.9 of the Government Code -Two (2) Cases – Alison LaFayne (J-Bouldin West, LLC)
- Conference with Legal Counsel – Existing Litigation: Section 54956.9 of the Government Code – Amador Court Case Number 22-CV-112691 – McGraw v City of Lone
- 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 Lone 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**

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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.

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**CITY OF IONE COUNCIL MEETING MINUTES**  
**Meeting of Tuesday, September 6, 2022**

# 1

**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, Interim City Manager  
Carolyn Walker, Deputy City Attorney  
Janice Traverso, City Clerk  
Chris Hancock, City Treasurer  
Julie Millard, Management Analyst

**B. PLEDGE OF ALLEGIANCE:**

Mayor Epperson led the Pledge of Allegiance.

**C. APPROVAL OF AGENDA:**

It was moved by Councilmember Atlan, seconded by Councilmember Rhoades 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:**

Sue Gonzales read a letter to the Council that was published in the Ledger-Dispatch regarding her absence on the Citizens Community Committee to interview City Manager candidates. Each Councilmember recommended a member of the community to be on the committee; however, Susan Gonzales (Councilmember Rhoades' pick for the committee) was not notified of the date and time of the Community Committee and was not involved in the interview process.

**F. CONSENT CALENDAR:**

It was moved by Councilmember Wratten, seconded by Councilmember Rhoades and carried to approve the following Consent Calendar with the addition to the August 2, 2022 Minutes that Councilmember Atlan chaired the meeting, as Mayor Epperson was on Zoom.

1. Approval of Minutes: August 2, 2022, August 16, 2022 and August 25, 2022
2. Receive and File July Finance and Treasury Reports
3. Receive and File August Warrants

**AYES:** Epperson, Plamondon, Atlan, Rhoades, Wratten

**NOES:** None

**ABSENT:** None

**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. Consider Adopting Resolution No. 2022-18 Approving the Public Agencies Post-Employment Benefits Trust (PARS) - Mitch Barker, PARS representative presented an overview to the Council on the benefits of the program to the City. After discussion and questions from Council, the following motions were made:

**Motions:**

It was moved by Councilmember Rhoades, seconded by Councilmember Wratten and carried to approve the City's establishment of the PARS Post-Employment Trust Program.

**AYES:** Epperson, Plamondon, Atlan, Rhoades, Wratten

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

It was moved by Councilmember Atlan, seconded by Vice Mayor Plamondon and carried to adopt Resolution No. 2022-18 authorizing participation in Public Agency Retirement Services (PARS) Post-Employment Benefits Trust Program to be administered by PARS and U.S. Bank, appointing the Interim City Manager as the City of Lone's Plan Administrator, and authorizing the Plan Administrator or his or her designee to execute the document to implement the Program.

**AYES:** Epperson, Plamondon, Atlan, Rhoades, Wratten

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

It was moved by Councilmember Wratten, seconded by Councilmember Atlan and carried to authorize the Interim City Manager, subject to the review and approval of the City Attorney to sign all necessary documents.

**AYES:** Epperson, Plamondon, Atlan, Rhoades, Wratten

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

5. Discuss and Consider authorizing the Interim City Manager to Negotiate a Host and Caretaker Agreement for Ed Hughes Arena and Howard Park with KD's Horsemanship, LLC – The City released an RFQ on July 8, 2022 with a due date of August 10, 2022. The City received one proposal from KD's Horsemanship, LLC which has been evaluated by management and deemed acceptable for meeting the City's needs as outlined in the RFQ.

Julie Millard, Management Analyst commented that on July 5, 2022, the City Council directed staff to release the RFQ as recommended by the Park & Recreation Commission. The RFQ was released on July 8, 2022 and received one proposal from KD's Horsemanship, LLC which has been evaluated by management and deemed acceptable for meeting the City's needs as outlined in the RFQ. Staff is recommending that the City accept Option A requiring payment in the amount of \$1,300 per month to KD's Horsemanship, LLC for there services for both the caretaker and hosting jobs as well as for six (6) days of free full use of the arena each year for hosting private equine events/clinics.

**Motion:** It was moved by Vice Mayor Plamondon, seconded by Councilmember Wratten and carried to authorize the Interim City Manager to negotiate lease agreement with KD's Horsemanship, LLC for Howard Park Caretaker Ed Hughes Memorial Arena.

**AYES:** Epperson, Plamondon, Atlan, Rhoades, Wratten

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

6. Consider Adopting Resolution No. 2022-19 Designating Certain Employees as Code Enforcement Officials and adopting Safety Standards Policies.

**Motion:** It was moved by Councilmember Wratten, seconded by Vice Mayor Plamondon to adopt Resolution No. 2022-19 designating certain employees as Code Enforcement Officials and Safety Standards Policy for Code Enforcement Officials. There not a vote taken on this motion.

**Motion:** It was moved by Councilmember Rhoades, seconded by Councilmember Atlan and carried to table this item until Police Chief Alfred is present to review the Safety Standards Policy for Code Enforcement Officials.

**AYES:** Epperson, Plamondon, Atlan, Rhoades, Wratten

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

7. Discuss and Consider directing the Interim City Manager to negotiate a Lease Agreement with the Amador Central Railroad company to lease and maintain the Train Depot Building located at the Train Depot Park on South Mill Street. Interim City Manager Michael Rock explained that at the last two Parks and Recreation Committee meetings in July and August of this year, the Amador Central Railroad Company (ACRC) has requested the possibility of leasing and maintain the Train Depot Building located at the Train Depot Park. The Train Depot Building is not part of the construction of the brand-new Train Depot Park. ACRC has an interest in preserving the building for both historical and educational purposes and envisions a Train Museum and Education Center as the centerpiece of a restored Train Depot Building. The City would also have to do a lotsplit so the building would be on a separate parcel.

Mr. Leonard Williams representing ACRC prefers buying the building from the City for \$1 because they now have a 501C status and would be able to apply for grants to do the required improvements to building.

**Motion:** It was moved by Councilmember Atlan, seconded by Councilmember Wratten and carried to consider entering into a lease with the Amador Central Railroad Company to maintain the Train Depot Building located at the Train Depot Park.

**AYES:** Epperson, Plamondon, Atlan, Rhoades, Wratten

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**I. REPORTS AND COMMUNICATIONS FROM CITY MANAGER:**

- Web Page Redesign RFP – nine responses received and agreement will on the October or November agenda
- Groundwater Monitoring – three responses received and agreement will be on the October agenda
- New Executive Assistant will start on September 12, 2022 and will be introduced at the next Council meeting.
- Annual League of California Cities Meeting – September 7-9, 2022 in Long Beach

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

- Mayor Epperson:
  - Asked the status of the Creek cleaning – CalFire is schedule to start on Monday, September 12.
- Councilmember Atlan:
  - Paving of Main Street is scheduled for October.
  - ACTC concerned about the traffic impacts to the schools because of the proposed consolidation. ACTC sending a letter to the Amador Unified School District to see what their plan is for the traffic and currently, they do not have a plan. They will be doing an EIR.
- Councilmember Rhoades:
  - Amador Fire Protection District meeting cancelled.
  - Stolen railroad speeder car was found.
- Councilmember Wratten:
  - Would like a report on the City's website outlining the process of hiring of the City Manager—number of applicants received, how the applicants were brought down to eight candidates that came to the Council and then down to the final three candidates. I would like to see the panel reviews (citizens and the professional) reported to the public to make this process as transparent as possible.
- Vice Mayor Plamondon:
  - Update on the park portion of the Train Depot Park – City Engineer working on the plans for the Train Depot and the RFP should be done by the end of the year.
  - Update on the property at 17 East Main Street – Waiting for the design work stamped by the City Engineer and should be done very soon.

**K. CLOSED SESSION:**

- Pursuant to Government Code Section 54957 – Public Employee Appointment: City Manager
- 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, Interim City Manager
- Pursuant to Government Code 54957.9 – Public Employee Performance Review – Interim City Manager
- Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph (2) of Section 54956.9 of the Government Code – Two (2) Cases
- Conference with Legal Counsel – Existing Litigation: Section 54956.9 of the Government Code – Amador Superior Court Case No: 21-CV-12146 Bittick v City of Ione
- Conference with Legal Counsel – Existing Litigation: Section 54956.9 of the Government Code – Amador County Case Number 22-CV-12691 – McGraw v City of Ione

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

- Pursuant to Government Code Section 54957 – Public Employee Appointment: City Manager – **Information received and direction 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, Interim City Manager – **Information received and direction given to staff.**
- Pursuant to Government Code 54957.9 – Public Employee Performance Review – Interim City Manager – **Information received.**
- Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph (2) of Section 54956.9 of the Government Code – Two (2) Cases – **Case 1 - Information received and direction given to staff. Case 2 – Information received and direction given to staff. Councilmember Atlan recused.**
- Conference with Legal Counsel – Existing Litigation: Section 54956.9 of the Government Code – Amador Superior Court Case No: 21-CV-12146 Bittick v City of Ione – **Information received and direction was given to staff. Councilmember Atlan and Councilmember Rhoades were recused.**
- Conference with Legal Counsel – Existing Litigation: Section 54956.9 of the Government Code – Amador County Case Number 22-CV-12691 – McGraw v City of Ione – **Information received. Councilmember Rhoades was recused.**

**M. ADJOURNMENT:**

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

Respectfully submitted,

Janice Traverso  
City Clerk



**RESOLUTION NO. 2022-21****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE  
ADOPTING THE 2022 CONFLICT OF INTEREST CODE**

**WHEREAS**, the Political Reform Act (PRA) (Gov. Code, § 81000, et seq.) requires all public agencies to adopt a conflict of interest code (Code) and to review the Code every other year; and

**WHEREAS**, the City Council of the City of Ione last adopted a Code on December 1, 2020; and

**WHEREAS**, the City Council of the City of Ione has determined that no substantive revisions to the Conflict of Interest Code are required at this time; and

**WHEREAS**, the 2020 Conflict of Interest Code is being revised to update the current year; and

**WHEREAS**, the City Council of the City of Ione provided notice of this resolution to the public and all affected designated employees, and held a public meeting on the proposed Code on October 4, 2022.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Ione does hereby adopt the 2022 Code, attached hereto as Attachment A (2022 List of Designated Positions) and Attachment B (2022 Disclosure Categories) thereto.

**BE IT FURTHER RESOLVED** by the City Council of the City of Ione that this Resolution and the Code attached as Attachments A and B shall supersede and replace all previous resolutions adopted by the City of Ione.

**BE IT FURTHER RESOLVED** by the City Council of the City of Ione that the Council directs that the Conflict of Interest Code shall be revised when circumstances require revision and, pursuant to Government Code section 87306.5, at a minimum shall be reviewed and updated as necessary in even-numbered years.

The foregoing resolution was duly introduced and adopted by the City Council of the City of Ione at their regular meeting held on October 4, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

\_\_\_\_\_  
Dan Epperson, Mayor

\_\_\_\_\_  
Janice Traverso, City Clerk

**CITY OF IONE  
2022 CONFLICT OF INTEREST CODE  
ATTACHMENT A**

**Section 1.0 Purpose.** Pursuant to the provisions of Government Code Section 87300, the City Council of the City of Ione approves and adopts this Conflict of Interest Code. This Code is not intended to modify or abridge the provisions of the Political Reform Act of 1974 (the “Act”) (Government Code Section 81000, et seq.). The requirements of this Code are in addition to the requirements of the Act and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions contained in the Act and the Regulations of the Fair Political Practices Commission (2 Cal. Code of Regulations, (sections 18100, et seq.) are incorporated by reference to this Code.

**Section 2.0 Incorporation by Reference.** Title 2, section 18730 of the California Code of Regulations, and any amendments thereto duly adopted by the Fair Political Practices Commission, are fully incorporated herein by reference.

**Section 3.0 Designated Positions and Employees.** The positions listed in Attachment A to this Code are designated positions. Persons holding designated positions are designated employees under this Code. It has been determined that persons holding designated positions may, because of the duties and authority assigned to each designated position, be placed in the position of making one or more decisions from which they must disqualify themselves because the decision may foreseeably have a material effect on one or more of their financial interests.

**Section 4.0 Disclosure Categories.** Each designated position is assigned one of the disclosure categories described and set forth in Attachment B to this Code. Each designated employee shall file an annual statement disclosing that person’s interest in investments, real property, and income, designated as reportable under the disclosure category to which the person’s position is assigned.

**Section 5.0 Place and Time of Filing.**

- (a) **Place of Filing.** All persons required to submit a Statement of Economic Interests shall file the original with the City of Ione City Clerk.
- (b) **Retention of Statements.** The City Clerk shall retain the original Statements of Economic Interests.
- (c) **Assuming Office Statements.** All persons appointed, promoted or transferred to designated positions shall file assuming office statements within 30 days after assuming the designated position.
- (d) **Annual Statements.** Annual statements shall be filed by all designated employees no later than April 1.

- (e) **Leaving Office Statements.** All persons who leave designated positions shall file statements within 30 days after leaving office.

**Section 6.0 Content and Period Covered by Statements of Economic Interests.**

- (a) **Form.** Disclosure statements shall be made on forms supplied by, or meeting the requirements of, the City Clerk (Statement of Economic Interests form) and shall disclose the information identified in Title 2, section 18730 of the California Code of Regulations, that is subject to disclosure based on the employee's disclosure category.
- (b) **Contents of Initial Statements.** Initial statements shall disclose any reportable investments, interests in real property, and business positions held on the effective date of the Code and income received during the 12 months prior to the effective date of the Code.
- (c) **Contents of Assuming Office Statements.** Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office and income received during the 12 months prior to the date of assuming office.
- (d) **Contents of Annual Statements.** Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by a person's first annual statement shall begin on the effective date of the Code or the date of assuming office, whichever is later.
- (e) **Contents of Leaving Office Statements.** Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

**Section 7.0 Disqualification.** No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or employee or a member of his or her immediate family, or an interest identified in California Code of Regulations, title 2, section 18730.

**Section 8.0 Manner of Disqualification.** When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act must be accompanied by disclosure of the disqualifying interest. In the case of a voting body, this determination and disclosure shall be made part of the City's official record; in the case of an official or employee who is the head of an agency, this determination and disclosure shall be made in writing to his

or her appointing authority; and in the case of other officials or employees, this determination shall be made in writing to the designated official's or employee's supervisor.

Additionally, if an official in this Code determines not to act because of a disqualifying financial interest, this determination must be accompanied by disclosure of the financial interest, made part of the City's official record, or made in writing to the official's supervisor or to the appointing power. (2 Cal. Code Regs. 18702.1(a)(5); Bennett Advice Letter, No. A-98-239.) A Disclosure of Financial Interests form is attached hereto for your convenience.

We caution public officials, however, not to rely on the form to determine whether they have a conflict of interest, in that the laws related to conflicts of interest are comprehensive and fact intensive. Rather, this form is to be completed and filed after an independent determination that a conflict exists has been made. Once completed, these forms should be filed with the City Clerk. When a disqualification is made orally, and on the record in a public proceeding, such a disqualification should be made in the following form:

**Investment**, "I disqualify myself from this item because it is reasonably foreseeable that (name of business entity) in which I have an investment interest, will be materially affected by this decision."

**Real Property**, "I disqualify myself from this item because it is reasonably foreseeable that my real property, which is located in the City of Ione and within 500 feet of the project, will be materially affected by this decision."

**Income**, "I disqualify myself from this item because it is reasonably foreseeable that (name of entity or individual), which is a source of income to me, will be materially affected by this decision."

**Business Position**, "I disqualify myself from this item because it is reasonably foreseeable that (name of business or entity), which I am a (director, officer, partner, trustee, employee, or hold a management position, etc.), will be materially affected by this decision."

**Gift**, "I disqualify myself from this item because it is reasonably foreseeable that (name of entity or individual), which is the donor of a gift to me, will be materially affected by this decision."

**Section 9.0 Assistance.** Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission or from the City Attorney, provided that nothing in this section requires the City Attorney to issue any formal or informal opinion.

**Section 10.0 Violations.** This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act. In addition, a decision in relation to which a violation of the disqualification provisions of this code has occurred may be set aside as void pursuant to Government Code section 91003.

Amended: October 4, 2022

**CITY OF IONE  
2022 CONFLICT OF INTEREST CODE  
ATTACHMENT B**

**2022 LIST OF DESIGNATED POSITIONS**

Elected officials, members of board and commissions appointed by the City Council, consultants and City employees holding designated positions as stated below subject to reporting requirements under the Conflict of Interest Code, and shall disclose financial interests as set forth:

CITY MANAGER  
CITY ATTORNEY  
CITY CLERK  
CITY TREASURER  
POLICE CHIEF  
FIRE CHIEF  
ACCOUNTING TECHNICIAN  
BUILDING INSPECTOR/PUBLIC WORKS PROJECT MANAGER  
FIRE CAPTAIN  
ASSISTANT FIRE CHIEF  
POLICE SERGEANT  
CHIEF WASTEWATER OPERATOR  
STREET AND PARK MAINTENANCE SUPERVISOR  
CITY ENGINEER  
CITY PLANNER  
FINANCE MANAGER

The awarding of a particular consultant contract shall require a particular consultant to file a Statement of Economic Interests if the City Manager finds that a consultant will:

- (A) Make a government decision to:
  - (1) Approve a rate, rule or regulations; or
  - (2) Adopt or enforce a law; or
  - (3) Issue, deny, suspend or revoke any permit, license, application, certificate, order or similar authorization or entitlement; or
  - (4) Authorize the City to enter into, modify or renew a contract provided it is the type of contract which requires City approval; or
  - (5) Grant City approval to a contract or to the specifications for a contract, which requires City approval and to which the City is a party; or
  - (6) Grant City approval to a plan, design, report, study or similar term; or
  - (7) Adopt or grant approval of policies, standards or guidelines for the City; or
  - (8) Serve in a staff capacity with the City and in that capacity performs the same or substantially all of the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

## 2022 DISCLOSURE CATEGORIES

### **Full Disclosure**

Unless otherwise specified herein, all City officials and employees designated in Attachment A to the City of Ione Conflict of Interest Code shall disclose all business entities and non-profit organizations in which they have an investment or in which they are a director, officer, partner, trustee, employee or hold any position of management; all interests in real property; and all sources of income, including gifts, loans and travel payments.

### **Fire Captain**

The Fire Captain shall disclose any interest in commercial, industrial, or institutional real property; in residential rental property consisting of three or more units; or any other property subject to fire inspection. In addition, designated employees assigned to this category shall disclose business entities or non-profit organizations in which they have an investment or in which they are a director, officer, partner, trustee, employee or hold any position of management; and income, including gifts, loans and travel payments; if the business entity, non-profit organization or source of income owns, manages or operates property of the type subject to fire inspection; or if the business entity, non-profit organization or source of income manufactures, distributes, sells, leases or otherwise provides goods, equipment, or services of the type utilized by the Fire Department.

### **Street and Park Maintenance Supervisor**

The Street and Park Maintenance Supervisor shall disclose any interest in business entities or non-profit organizations in which they have an investment or in which they are a director, officer, partner, trustee, employee, or hold any position of management; and income including gifts, loans and travel payments; if the business entity, non-profit organization or source of income is of the type which manufactures, distributes, sells, leases or otherwise provides goods or services of the type used by any division or program of the City Maintenance Department; or if the business entity, non-profit organization or source of income (1) owns, operates or manages real property, or (2) is a utility, or (3) is in the building or construction industry, including but not limited to architects, engineers, building construction contractors or subcontractors, materials suppliers, or consultants.

### **Accounting Technician**

The Accounting Technician shall disclose any interest in business entities or non-profit organizations in which they have an investment or in which they are a director, officer, partner, trustee, employee, or hold any position of management; and income including gifts, loans and travel payments; if the business entity, non-profit organization or source of income is of the type which manufactures, distributes, sells, leases or otherwise provides goods or services of the type used by the City.

# Agenda Item

# 3

DATE: October 4, 2022

TO: Mayor and City Councilmembers

FROM: Janice Traverso, City Clerk

SUBJECT: Vacancy on Creek Committee

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**RECOMMENDED ACTION:** Accept the resignation of Frank Vargas (term ending June, 2023), Creek Committee and authorize the City Clerk to advertise for replacement to fill the unexpired term.

Attached is the resignation from Frank Vargas.



## Janice Traverso

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**From:** Frank Vargas <[vargasfrank73@gmail.com](mailto:vargasfrank73@gmail.com)>  
**Sent:** Wednesday, September 14, 2022 4:53 PM  
**To:** Janice Traverso  
**Cc:** Sally Norris  
**Subject:** Re: Creek Committee

Janice,

Thank you for reaching out. Unfortunately, I have school obligations that will prevent further work with the lone creek committee. I, as a result of this, tender my resignation effective immediately. It has been an absolute pleasure working to help the community, and I wish continued success to the remaining committee members.

Respectfully,  
Frank Vargas.

On Wed, Sep 14, 2022 at 11:50 AM Janice Traverso <[JTraverso@ione-ca.com](mailto:JTraverso@ione-ca.com)> wrote:

Hi Sally Jo and Frank: Steve Fredrick, Chairman of the Creek Committee asked that I send you an email asking if you would like to continue on the Committee, since you have been absent from the last few meetings. If not, please reply to my email that you no longer wish to participate on the Committee. Thank you.

# Agenda Item

DATE: October 4, 2022

TO: Mayor Epperson and City Council

FROM: Michael Rock, City Manager

SUBJECT: Authorize the City Manager to execute a Professional Services Contract with Hinderliter, de Llamas and Associates, dba HdL Companies (HdL), for Sales Use and Tax Data and Auditing Services for an amount not to exceed \$25,000.

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## **RECOMMENDED ACTION:**

1. Authorize the City Manager to execute an Agreement with HdL to provide Sales and Use Tax Data and Auditing Services

## **FISCAL IMPACT:**

The costs associated with the first year of this agreement are included in the Fiscal Year 2022-23 Budget.

## **BACKGROUND:**

In the summer of 2021, staff conducted an informal request for bids from companies that specialize in preparing a sales and use tax report. The primary objectives for pursuing the RFP and selecting qualified consultants were to:

- Maintain and enhance the City's general revenue base.
- Ensure complete and accurate remittance of sales and use taxes through audits, compliance reviews, and education/training.
- Receive regular and timely updates of trends and legislation impacting the City's revenue sources.
- Receive assistance in projecting future revenues.
- Receive written, electronic, and verbal economic analysis and meaningfully organized reports.
- Have a partner that is available to consult on miscellaneous revenue-related questions, as needed.

A total of two proposals were received in response to the request for bids. One proposal was from HdL and the other from Muni Services.

The proposal, scope of work, fee schedule and the agreement with HdL are attached to this staff report.

**ATTACHMENTS:**

1. HdL Proposal and Scope of Work
2. Fee Schedule for HdL
3. Agreement with HdL

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN  
THE CITY OF IONE  
AND  
HINDERLITER DE LLAMAS AND ASSOCIATES**

**This Professional Services Contract ("Contract")** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **City of Ione**, a political subdivision of the State of California ("**City**"), and **Hinderliter, de Llamas & Associates, dba HdL Companies** ("**Contractor**" or "**Consultant**").

**RECITALS**

**WHEREAS**, Consultant has presented a proposal to provide services, which services are identified in the Proposal for Sales and Use Tax Services dated January 4, 2022, attached hereto as Attachment A, and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein;

**WHEREAS**, City desires to hire Consultant to perform the work outlined in the Scope of Work pursuant to the terms and conditions set forth herein; and

**WHEREAS**, Consultant desires to contract with City to render such services upon the terms and conditions contained in this Contract.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises set forth herein, City and Consultant agree to the following:

- I. **SCOPE OF SERVICES:** Consultant agrees to provide all of the services described in Attachment A. In providing services under this Contract, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality ("Standard of Care").
- II. **CITY FURNISHED SERVICES:** The City agrees to:
  - A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
  - B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Contractor hereunder and as set forth in Attachment A.
  - C. Make available all pertinent data and records for review.

- III. **TERM OF CONTRACT:** The initial term of this Contract shall commence upon approval by City Council and, unless terminated earlier pursuant to any of this Contract's express provisions, will continue in effect until twelve (12) months from such date (the "Initial Term"). Thereafter, this Contract will automatically renew for successive twelve (12) month terms unless earlier terminated as set forth in Section XVIII.
- IV. **FEES:** The fees for furnishing services under this Contract shall be based on the rates established in Attachment B attached hereto. Said fees shall remain in effect for the entire term of this Contract.
- V. **MAXIMUM COST TO CITY:** Notwithstanding any other provision of this Contract, in no event will the cost to City for the services to be provided herein exceed the maximum sum of \$25,000, including direct non-salary expenses. This limit does not apply to amounts paid to Contractor as a percentage of the amounts Contractor is able to successfully recover for the City.
- VI. **PAYMENT:** The fees for services under this Contract shall be due within forty-five (45) calendar days after receipt and approval by City of an invoice covering the service(s) rendered to date.

Invoices or applications for payment to the City shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the City for funding payment to Contractor.

- VII. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed City Workers' Compensation Exemption form) shall be provided to City prior to commencement of work.

- VIII. **INDEMNIFICATION:** Contractor agrees to indemnify and hold City harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, to the extent caused by any and all negligent acts or omissions to act of Contractor or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from City's sole negligence or willful misconduct. Notwithstanding any language to the contrary in this Agreement, Contractor shall only be required to reimburse City for defense fees and costs (including reasonable attorney's fees), in proportion to Contractor's proven acts of negligence and further, only to the extent such fees and costs were directly attributable to City's defense of a suit based on Consultant's proven negligence. The Parties also acknowledge that this Agreement is subject to California Civil Code 2782.8 as amended and effective January 1, 2018.
- IX. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
- X. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the City during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XI. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the City.
- XII. **LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- XIII. **BOOKS OF RECORD AND AUDIT PROVISION:** Contractor shall maintain on a current basis, complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)).

Contractor will permit City to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises or, at City's option, Contractor shall provide

all books and records within a maximum of 15 calendar days upon receipt of written notice from City.

Contractor shall promptly refund any moneys erroneously charged. If City ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

- XIV. **CONFIDENTIALITY:** All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. This section specifies the conditions under which a CITY may authorize persons other than CITY officers and employees to examine State Sales, Use and Transactions Tax records.

The following conditions specified in Section 7056(b)(1) of the State of California Revenue and Taxation Code are hereby made part of this agreement.

A. CONSULTANT is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law.

B. CONSULTANT is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.

C. CONSULTANT is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.

D. CONSULTANT is prohibited from retaining the information contained in or derived from those sales or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONSULTANT as a person, authorized to examine sales and use tax records

and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

- XV. **TITLE:** It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the City. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to City without exception or reservation. Contractor shall transfer from computer hard drive to USB drive any information or documents stored on hard drive and provide City with said USB drive.
- XVI. **TERMINATION:**
- A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.
  - B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the City may terminate this Contract by giving five calendar days written notice to Contractor.
  - C. The Contractor shall be excused for failure to perform services herein if such services are prevented by force majeure, strikes, labor disputes or other forces over which the Contractor has no control.
  - D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.
- XVII. **RELATIONSHIP BETWEEN THE PARTIES:** It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the City.
- XVIII. **AMENDMENT:** This Contract may be amended or modified only by a written instrument signed by both parties.
- XIX. **ASSIGNMENT OF PERSONNEL:** The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to City, as evidenced in writing.



- XX. **WAIVER:** No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.
- XXI. **SEVERABILITY:** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- XXII. **JURISDICTION AND VENUE:** This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Amador County, California.
- XXIII. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.
- XXIV. **DESIGNATED AGENTS:** The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.
- XXV. **NOTICES:** Any notice required to be given pursuant to the terms and conditions hereof shall be in writing and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to City:

**CITY OF IONE  
P.O. BOX 398  
IONE, CA 95640**

If to Consultant:

**HdL Companies  
120 S. State College Blvd.  
Suite #200  
Brea, CA 92821**

- XXVI. **COST DISCLOSURE:** In accordance with Government Code Section 7550, Contractor agrees to state in a separate section of its filed report the dollar amount of this Contract and any related contracts and subcontracts relating to the preparation of the report resulting from this contract.

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

**CITY OF IONE:**

**HINDERLITER DE LLAMAS AND ASSOCIATES:**

By \_\_\_\_\_  
Michael Rock,  
Interim City Manager

DocuSigned by:  
By Andrew Nickerson  
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Andrew Nickerson  
President

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

Date: 8/31/2022 | 4:34:50 PM PDT

Approved as to form:

\_\_\_\_\_  
Carolyn Walker  
City Attorney

# City of Lone

PROPOSAL FOR SALES AND USE TAX SERVICES

January 4, 2022

**HdL**  Companies

**SUBMITTED BY**

HdL Companies  
120 S. State College Blvd., Ste 200  
Brea, CA 92821  
[hdlcompanies.com](http://hdlcompanies.com)

**CONTACT**

Andy Nickerson  
T: 714.879.5000  
E: [anickerson@hdlcompanies.com](mailto:anickerson@hdlcompanies.com)

## SCOPE OF SERVICES

### A. Sales and Use Tax Services

Using confidential taxpayer records as authorized by Revenue and Taxation Code Section 7056, HdL will identify and correct errors that result in underpayments of tax to the City of Ione. The firm will employ a series of analyses, comparisons with other data sources and physical field canvassing to find, document and submit for correction all taxpayer errors that result in lost City revenue or could result in lost revenue in the future. When errors are identified, HdL staff will promptly file claims for their correction following CDTFA procedures. Thereafter, HdL will work with CDTFA to ensure the prompt recovery of all escaped revenues. Documentation of errors will be regularly provided to the City.

In conducting these activities on behalf of the City, HdL will provide reports that accurately depict the City's sales tax base, use tax collections and revenues. All reports, graphs, tables and revenue forecasts are designed to enhance the City's capacity to plan for, expand and manage its sales and use tax revenues. Reports identifying and comparing the retail composition of various sub-geographic areas of the City will also be provided.

#### 1. Audit Method and Approach

To achieve the highest audit and recovery results, HdL employs the following audit techniques and programs:

##### a. Identification of Errors and Revenue Maximization Opportunities

**Field Surveys:** Field inventories of the City's business and industrial areas are conducted to identify businesses located within the City that appear to be under-reporting revenues or are not on the CDTFA allocation rolls. Specially trained field auditors, using the latest in mapping, GPS and digital recording technology, document not only the existence of sales tax producing businesses but also any relevant factors such as size, presence of a large stock of goods, will-call windows and any specific references to sales activity. This process identifies a wide range of registration errors including erroneous consolidation of multiple outlets, misreporting of point of sale from an erroneous location and delays in reporting new outlets.

**Tax Area Code (TAC) Review:** HdL reviews every active account on the CDTFA's allocation rolls reporting \$50 or more in local tax to ensure proper TAC assignment. Government and private sector property tax mapping and GIS databases are used extensively in this process. These programs are important because physical canvassing will not reveal businesses with missing or incomplete signage, or those that are home-based. A complete TAC review is performed at least once every 3-6 months.

**Deviation Assessment:** Each quarter, HdL applies proprietary queries and analyses to its statewide allocation database to identify all accounts for which there has been a substantial change in allocation pattern. HdL's database, unmatched in size, comprises over 99.8% of all sales and use tax transactions in California and allows for the most comprehensive audits in the state. The review is applied to direct allocations and to the county pools and allows for a much broader view and understanding of what has happened in any given quarter. Well-founded leads are quickly extracted from this process, often without the need for time-consuming manual reviews of taxpayer files. This allows for faster processing and less time used for preparing submittals. This in turn lowers recovery fees by reducing the amount of prior quarter revenue requiring redistribution.

## SCOPE OF SERVICES

**Use Tax Errors and Opportunities:** HdL analyzes the use tax allocation pools of the 58 counties and the state each quarter to identify instances where a taxpayer may have misidentified a transaction as use tax rather than sales tax. Further specialized reviews and techniques are employed to identify direct allocation opportunities of local use tax. CDTFA Regulation 1802(d) allows for direct allocation of local use tax on qualifying individual sales or purchases over \$500,000. Out-of-state and foreign-based companies often have large transactions that meet the criteria for direct allocation under this section. Under Regulation 1699.6, businesses and organizations (including local government agencies) with aggregate purchases subject to use tax of least \$500,000 per year can apply for a Use Tax Direct Payment Permit, allowing for direct allocation of the corresponding local share. Finally, under a resolution adopted in December 1994, a construction contractor who enters into a contract equal to or greater than \$5,000,000 may elect to obtain a sub-permit for the jobsite resulting in a direct allocation of local use tax to the jurisdiction where the jobsite is located.

**Regulation 1699 Evaluations:** CDTFA Regulation 1699 controls when and where a permit should be issued to a given business location. Wholesalers, contractors, processors, manufacturers, and other non-retail businesses that do not normally sell merchandise often conduct occasional sales, self-accrue use tax or are levied deficiency assessments by the state. HdL uses proprietary methods for finding companies that should be taking out permits so that those revenues are allocated to the City.

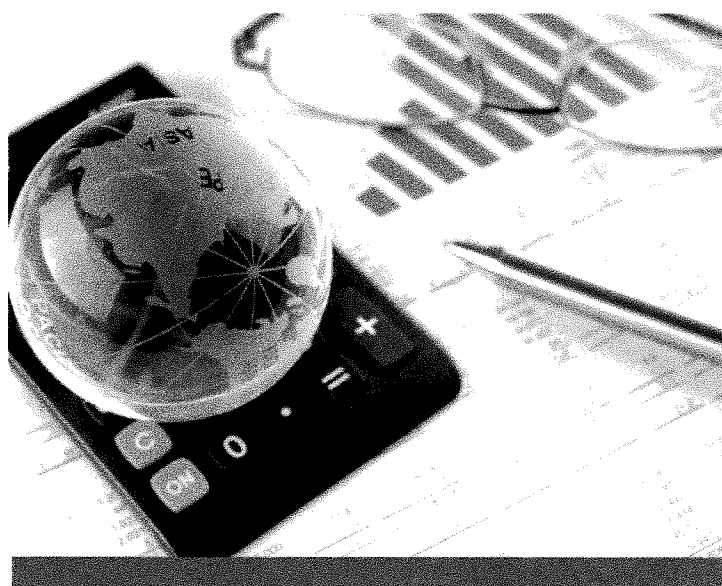
### b. Recovery of Misallocated Revenue

**Development of Correction Data:** Preliminary lead lists developed through the audit programs are further refined using a variety of programs and databases to reduce the need for taxpayer contact. Companies remaining in the audit database are then contacted by a specialized audit team whose members are specifically selected and trained to interview tax preparers and marketing, warehouse and management staff. **Taxpayer interviews are always conducted in a business friendly, non-intrusive manner that emphasizes cooperation and protection of confidentiality.**

**Documentation:** Telephone contacts are often accompanied by a written follow-up questionnaire concerning business activities, a specific one-time transaction or a written confirmation of our findings. This documentation is always filed with the petition to minimize CDTFA processing time. Solid documentation and follow-up lower client fees by reducing the number of quarters requiring retroactive adjustment and ensures faster recovery of misallocated revenues.

**City Review:** HdL will provide the City with a quarterly report of all revenue recovery work in progress. This report will include an electronic Work Authorization which, once approved, will include active links to copies of all inquiries filed with the CDTFA on the City's behalf. This information is archived and is accessible to authorized users at any time through the HdL client portal. HdL will also keep the City apprised of any additional oral or written communication with the CDTFA on any matter directly impacting the City. These reports, along with a detailed quarterly invoice listing all relevant information about the taxpayer and the amount of revenue recovered, will keep the City well informed of all ongoing audit activity.

**Preparation and Submittal of Corrections:** Petitions are prepared (CDTFA Form 549-S or 549-L) that notify the CDTFA the existence and nature of the misallocation. All relevant and available supporting documentation is attached, including any information from taxpayer file reviews or any other sources that provide evidence of an earlier date of knowledge regarding the error.



## SCOPE OF SERVICES

This documentation facilitates the maximum recovery of revenue due the City from prior periods. Copies of all transmittal forms and correspondence with the CDTFA and taxpayers are sent to City staff.

**Continuous Follow-up:** HdL employs a full-time case manager whose responsibility is to monitor and follow-up on case inventory. An aging report is updated and reviewed monthly and the appropriate follow-up is initiated on cases that are taking an inordinate amount of time to correct. This follow-up emphasizes partnership and cooperation with CDTFA Allocation Group staff. HdL's continuous efforts to check on the status of submittals are made to ensure that corrections are being pursued. Timely follow-up on cases reduces the time it takes for the City to recover its revenue.

**Appeals:** HdL cases are thoroughly researched, vetted and documented prior to submittal. This ensures the fastest possible processing times and reduces the number of cases that are initially disclaimed and must be further researched and defended through a very lengthy CDTFA appeals process. Nearly all HdL cases are resolved favorably at either the first or second levels of the CDTFA petition process described in Regulation 35056.

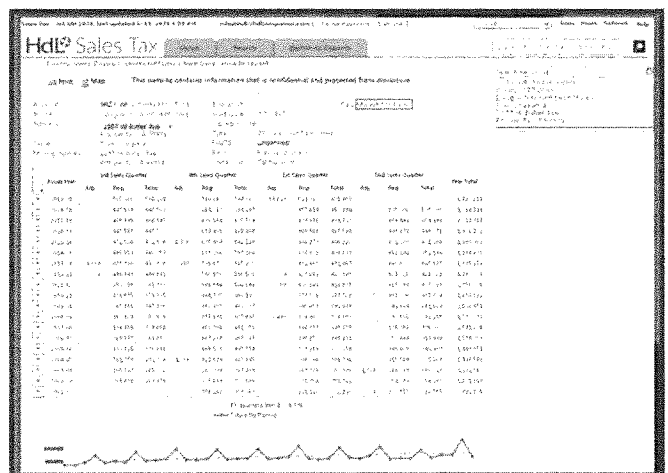
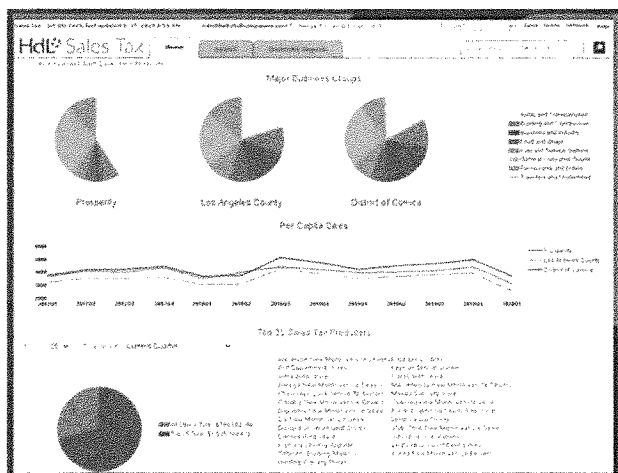
**Track Record:** HdL is effective in recovering misallocated revenue for client agencies in 97% of all cases submitted to the CDTFA. The small number of cases that do require an appeal is evidence of HdL's thorough research and the quality of the well-documented information included to support claims.

## 2. Sales and Use Tax Management Services for Small Cities

### a. HdL Database, Reports and Training

HdL will provide City staff with unlimited access to its quarterly updated web-based sales tax system to facilitate "in-house" analysis and printing of reports. The system allows City staff to search, print and export their sales tax data for a variety of financial, management and planning functions. The system provides the ability to search all sales tax producers in the City by business name, address, CDTFA account number and current or historical sales tax allocations. The web application also provides access to the City's archived quarterly sales tax reports. Data is easily queried and exported to either comma delimited or native Excel formats, allowing for convenient use with standard applications such as the Microsoft Office suite. The web application is accessible from all major operating systems, internet browser platforms, and device types (laptop, tablet, PC, mobile). The City's archived quarterly sales tax reports can also be accessed through the online sales tax application.

HdL's geo-area feature supports use of address ranges, which ensures the inclusion of all CDTFA registrations and allows City staff to create and modify geo-areas without a separate GIS system. HdL also supports interfacing with the City's GIS by including accurately geocoded latitude and longitude for each business. The database includes historical allocation information and can be quickly exported by City staff on demand.



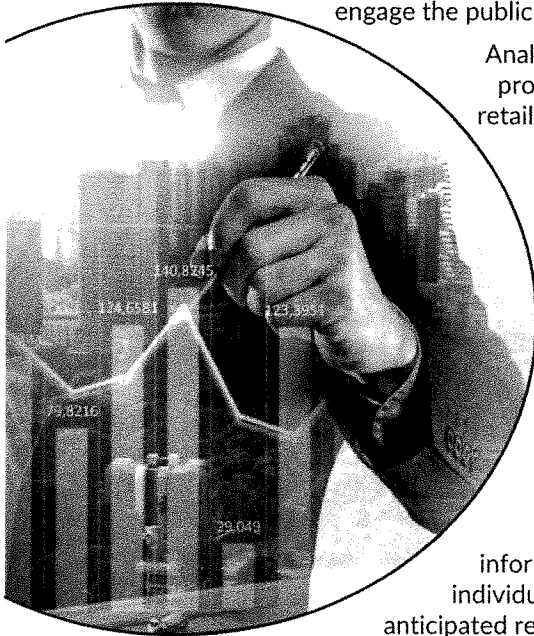
## SCOPE OF SERVICES

Additionally, City created shape files can be used to define Geo-areas. Training on use of the software and ongoing upgrades is provided at no additional charge.

Quarterly sales tax reports are provided on both a cash and adjusted basis. Cash reports reconcile to CDTFA payments and are necessary for any revenue sharing agreements that the City might have in place. Adjusted reports shift payment aberrations (double-up payments, CDTFA audit adjustments, etc.) into the quarter where the sales occurred to accurately show the City's true economic trends. The quarterly sales tax data will be presented in reports for major sales tax producers by both rank and category, analysis of sales tax activity by category, business or areas specified by the City. HdL's quarterly sales tax reports include a listing of top sales tax producers and comparisons with both regional and statewide trends. Retailer information is provided in grouped form or in business by business detail.

HdL's quarterly sales tax reports include a listing of top sales tax producers and comparisons with both regional and statewide trends. Retailer information is provided in grouped form or in business by business detail. Quarterly information will also include tables that track year-to-date receipts and show comparisons with past periods to measure progress toward achieving the City's annual budgeted revenue amount. HdL staff also prepares sales and use tax projections for proposed development projects, responds to technical questions relating to CDTFA processes and regulations, and monitors revenue sharing agreements.

HdL's services are superior to other vendors because the firm provides analysis done in context with regional market areas, countywide and statewide trends to better monitor and compare the City's economic performance by business category. A non-confidential newsletter is included to support management's efforts to inform and engage the public.



Analysis of sales and use tax data and presentations to City staff are led by seasoned professionals, whose experience and knowledge adds value by identifying emerging retail trends, business retention needs, leveraging of economic clusters and reviewing successes in client jurisdictions with similar characteristics. HdL staff also prepares sales and use tax projections for proposed development projects, responds to technical questions relating to CDTFA processes and regulations, and monitors revenue sharing agreements.

### b. Budget Projections and Monitoring

HdL has developed a comprehensive, detail-oriented method for projecting and monitoring client sales and use tax revenues that has proved to result in estimates that fall within 2% of actual receipts two-thirds of the time. Initial and mid-year projections are made by factoring out payment aberrations that skew the base revenue and factoring in known changes such as new or closed businesses.

HdL also incorporates information from over 90 economic sources as well as information gathered from client meetings to develop economic factors to apply to individual retail business segments; the results are combined into a single estimate of anticipated revenue. HdL further enhances its projections by contacting builders of large-scale development projects to better time and estimate the value of potential use tax payments into its estimates. Three and five-year forecasts are also provided.



## SCOPE OF SERVICES

### c. Economic Development Benefits

When properly refined and organized, sales tax data analysis is an important tool for strengthening and expanding local economies. The data shows companies that are growing and may need expansion space and should be contacted as part of an agency's business retention program. When broken out geographically, the data produces patterns of industries that potentially share common customers, suppliers, technology and labor and therefore offer opportunities for attracting new businesses. The data further exposes retail areas that may be oversaturated in some retail segments while also identifying voids and opportunities for additional retail development.

Although numerous companies and agencies use the CDTFA's published data as a basis for analysis, the results are usually inaccurate and misleading due to address and business categorization errors in the data. To correct those deficiencies, HdL performs data validation and scrubbing techniques on an ongoing basis, fixing business addresses and re-categorizing merchants to differentiate brick and mortar retailers from "business to business" suppliers and on-line retailers.

The company further creates and groups businesses into additional categories and classifications, not provided by the CDTFA, to better track new and emerging economic trends. Samples include the breaking out of biotech/medical suppliers, online fulfillment centers, alternate energy and utility providers, wineries and marijuana dispensaries. This focused approach to data management allows agencies to compare the impact of trends more accurately in their jurisdiction with state and regional trends. On a regional basis, it also allows for the identification of true economic voids and opportunities to expand the City's tax base. Accurate addressing allows for improved performance monitoring and comparison of specific economic areas such as shopping centers, downtown districts and auto malls with similar projects throughout California.

In addition to using our large database, HdL's principals leverage their experience analyzing client data throughout California to identify new trends and developments that might help other clients. The service includes analyses to identify retail voids and opportunities and an annual publication of retailers seeking expansion in the region and state.





## V SCOPE OF SERVICES



**HdL prepares  
Legislative Updates  
for clients to keep  
them informed on  
any changes that may  
impact local  
revenues.**

### d. Legislative Updates

HdL prepares Legislative Updates for clients to keep them informed of all proposals that may impact local revenues. The firm also provides Issue Updates which are similar in nature but deal with specific issues such as Sales Tax Participation Agreements, legal decisions or regulation changes. Each issue is presented in detail so that City staff is equipped to respond to questions on topics important to their community leaders.

The firm also retains Rebecca Marcus as a lobbyist to represent client interests in matters before the CDTFA and the state legislature. With over 20 years of experience in state and national politics, Rebecca has developed the necessary institutional knowledge and established relationships to effectively advance clients' interests in Sacramento. As a Chief of Staff for 13 years in the California State Assembly for several distinguished Members including Assembly members Mark Stone, Mike Feuer and Johan Klehs, Rebecca successfully advanced legislation across a diverse array of policy areas. As a result, over 100 of these Members' bills became law ranging from landmark green chemistry legislative to a transformative transportation tax.

## VI FEES

### A. Sales and Use Tax Audit Services

HdL proposes a fee of 15% of all new sales and use tax revenue received by the City as a result of audit and recovery work performed by the firm. This audit fee applies to monies received in the first eight consecutive reporting quarters beginning with the receipt of the audit revenue in addition to any retroactive back quarter adjustments obtained by HdL.

Audit fees are billed only after completion of the audit, submittal of corrections to the CDTFA and receipt of revenues by the client. 100% of all new revenue generated by HdL flows to the City after the completion of the eight quarters. The fee constitutes the full reimbursement to HdL and covers all direct and indirect costs incurred by the firm under this contract. This includes all salaries of our employees, travel expenses and service contracting costs as well as the software to be delivered to the City under this proposal.

Invoices are submitted only for recoveries previously approved by the City. HdL does not bill for audit revenues until the client has actually received said monies. Further, if during the billing cycle, a taxpayer receives a refund for overpayment of taxes generated during that cycle, HdL credits back any proportionate share of the fee that may have been levied.

Invoices are submitted quarterly after the City has received the revenue from the audit correction. The invoice includes the name, address, and sales tax registration number of each company, and the specific amount of revenue allocated by the CDTFA to the City for those businesses.

If a misallocation correction involves additional revenue from a company that had already been partially allocating revenues to the City, the City and HdL will agree in a Work Authorization, prior to billing, the methodology for identifying the incremental revenue attributable to HdL's work.

### B. Sales and Use Tax Management Services for Small Cities

This service includes access to the City's sales tax database through our web-based software and quarterly reports including revenue forecasting services. The price for this option is **\$350** per month.\*

*\*The monthly fee will increase annually by the percentage increase in the "CPI" for the preceding twelve-month period.*

# Agenda Item

DATE: October 4, 2022

TO: Mayor Epperson and City Council

FROM: Michael Rock, City Manager

SUBJECT: Discuss and Consider authorizing the City Manager to sign a Lease Agreement with the Amador Central Railroad Company to lease and maintain the Train Depot Building located at the Train Depot Park

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## **RECOMMENDED ACTION:**

The Council authorize the City Manager to sign a Lease Agreement for the Amador Central Railroad Company (ACRC) to lease and maintain the Train Depot Building.

## **FISCAL IMPACT:**

There is no direct fiscal impact associated with this item. Possibly some long-term savings to the City by having ACRC maintain the Train Depot Building.

## **BACKGROUND:**

Over the last two Parks and Recreation Committee meetings in July and August of this year the ACRC has requested the possibility of owning the property where the Train Depot Building is located within the Train Depot Park property. At the September 6, 2022, City Council meeting the Council directed staff, after some discussion with ACRC representatives that attended the Council meeting to craft a Lease Agreement based on the desire of ACRC to have immediate access to the property. If ACRC is to own the building a lot line adjustment would have to be approved by the Planning Commission first and that will take several months. The Train Depot Building is not part of the construction of the brand-new Train Depot Park.

City staff has the articles of incorporation and verified ACRC is in good standing as a 501c 3. The Board of Directors is listed in the attachment to this report.

ACRC has a keen interest in preserving the building for both historical and educational purposes and envisions a Train Museum and Educational Center as the centerpiece of a restored Train Depot Building.

Attached are photographs of other Train Depots in California that have been restored by similar type organizations to ACRC or volunteers within these communities.

Trains are an important part of Lone's history as Lone was a trading post and a strategic City for the movement of goods and services during the Gold Rush and beyond.

ACRC feels that this history should not be lost on future generations and that the history can be displayed in a museum and students and residents alike can benefit from a fully restored Train Depot building.

**ATTACHMENTS:**

Lease Agreement with ACRC

Site Plan for the Train Depot Building

ACRC Board of Directors

ACRC photographs of restored Train Depot Buildings in California

**GROUND LEASE AGREEMENT**  
**TRAIN DEPOT BUILDING**  
301 SOUTH MILL STREET  
IONE, CA 95640

This Lease Agreement is made and entered into as of the **4<sup>th</sup> day of October 2022** by and between the **City of Ione**, a municipal corporation ("City") and the Amador Central Railroad Company (ACRC) ("Lessee").

**RECITALS**

WHEREAS, the City owns real property at 301 S. Mill Street (future home of the Train Depot Park and the location of the Train Depot Building) more fully described in **Exhibit A**; and

WHEREAS, Lessee desires to maintain the Train Depot Building for purposes of preserving the building for eventual use as a Train Depot Museum and Educational Center;

WHEREAS, Lessee and the City desire to enter into a ground lease of said property for the purpose stated above;

NOW THEREFORE BE IT RESOLVED, that the City of Ione agrees to enter into a ground lease agreement with ACRA as fully described below.

**AGREEMENT**

1. Scope and Purpose of Lease. Subject to the provisions herein, the City hereby grants a ground lease to Lessee for the following purpose(s): To have full access to the Train Depot Building for purposes of maintaining the building, upgrading or remodeling and ultimately opening the building to the public as a Train Museum for educational purposes and events.

This lease is revocable by either the City or the Lessee on 30 days advanced written notice. Both parties agree that, notwithstanding any expenditure, regardless of the amount incurred with respect to the Premises as defined herein, either party shall have the right to revoke this lease at any time and for any reasons by giving the other party 30 days advance written notice. Both parties agree not to contest the other party's right to revoke this lease upon the giving of such notice.

2. The Leased Premises. The property being leased is more specifically identified in **Exhibit A**, attached hereto and incorporated herein by reference, and is located at 301 S. Mill Street, Lone, CA 95640.

3. Term of Lease. The term of this Lease shall begin on the date set forth above and continue month to month.

Upon the end of the term of this Lease, as provided herein, or any extension thereof, the Lessee shall surrender to City the ground lease site, except as provided under the terms and conditions set forth in Section 8, Termination.

4. Lease Fee. Upon execution of this Lease Agreement, Lessee agrees to pay to City on or before the first day of each calendar month during the term of this Lease, a monthly fee of \$1.00. Such lease fee shall not include utilities. Lessee shall pay said Lease fee on the first day of each year in the form of a check sent to the City's Finance Department located at 1 E. Main Street, Lone, CA 95640, and made out to: City of Lone. The Lessee's account number shall be listed on the check. Lessee may also pay in person with a credit card.

a) Prorated Rents. This Lease begins on the 4<sup>th</sup> of the month of October, and therefore, the Lease fee for the first month of the Lease shall be prorated for the number of days remaining in the calendar month based on a 30-day month.

b) Late Payment. If any monthly rent or other payment due from Lessee is not received by City within ten (10) days of the date upon which it is due, Lessee shall pay to City an additional amount of \$50.00.

c) Utilities. Lessee agrees to pay, before delinquency, all charges for natural gas, electricity, water and sewer charges, telephone, internet, cable, including connection charges if the services are separately metered for the Premises. City shall in no event be liable to Lessee for any interruption in the service of any utility furnished to the Premises howsoever caused. This lease shall continue in full force and effect despite any such interruptions.

5. Expenses of Lessee. In addition to the Lease Fee, Lessee shall pay the costs and expenses listed below:

a. Maintenance and Repairs.

Lessee Owned Building and Permeant Fixture Maintenance: The Lessee will maintain its buildings, subsurface utilities, permanent fixtures, associated appurtenances, and the surrounding leasehold area in compliance with all Lone City Codes. Additionally, the Lessee shall perform

such repairs, maintenance, and upkeep as the Lessor shall deem necessary and appropriate to maintain the safety of the Train Depot Building and to maintain the attractive and professional appearance of the Depot Building in compliance with Lone City Code.

The Lessee agrees to maintain all structures, facilities, improvements, and equipment at the Leased Premises, at Lessee's sole cost and expense, during the entire Term.

The Lessee shall repair any area of the Depot Building including areas outside of the leased premises if damaged by Lessee, Lessee's agents, employees, invitees, and/or visitors.

Please note a permit may be required to perform repairs. Under the California Building Code, Section 105.1, any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

Should Lessee fail, neglect, or refuse to perform the repairs, the City shall have the right, but not the obligation, to perform such maintenance or repairs for the Lessee, and the Lessee agrees to promptly reimburse the City for the cost thereof (plus an additional twenty percent (20%) for overhead), provided, however, that the City shall first give Lessee ten (10) days' written notice of its intention to perform such maintenance or repair. City shall not be obligated to make any repairs to or maintain any improvements on the subject Leased Premises unless otherwise required by this Agreement.

City reserves the right of entry for its employees and agents to inspect the Leased Premises as deemed necessary by City, and the right (but not obligation) to do any and all work of any nature necessary for preservation, maintenance and operation of the Leased Premises. The City shall provide reasonable prior notice of the exercise of such right except in case of an emergency, and shall take reasonable measures to avoid interference with Lessee's business operations in doing so.

Lessee shall be given reasonable notice when any such work may become necessary and will reasonably adjust operations to permit City to proceed expeditiously with such work. Subject to City's maintenance and repair obligations as expressly set forth above, City shall not be liable to Lessee

for injury or damage that may result from any defect in the construction or condition of the Leased Premises, nor for any damage that may result from interruption of Lessee's use of the Leased Premises during any repairs by City. Lessee waives any right to repair the Leased Premises at the expense of City under any applicable law.

City shall have the obligation to repair or replace the Leased Premises and the facilities thereon solely to the extent the damage or destruction are caused by the sole negligence of City.

- b. All improvements and alterations require prior written approval of the Public Works Manager employed with the City.

- 6. Use. Lessee's right to use the Premises is exclusive, and Lessee and the City, its agents, employees and contractors shall have the right to enter the Premises for any purpose that does not unreasonably interfere with the rights granted to Lessee under this Lease Agreement. Such purposes may include but are not limited to the City entering to: inspect the Premises; show the Premises to prospective tenants; determine whether Lessee is complying with the Lease Agreement; make repairs, alterations, maintenance or improvements.

Lessee hereby acknowledges that the use of the Premises consists of conducting day to day business as it relates to restoring the Train Depot Building. Lessee at its sole cost shall provide all other necessary supplies, equipment, furnishings and personnel necessary for the administration, staffing, operation and maintenance of the Premises.

Licenses, Permits, etc. Lessee shall, at Lessee's own cost and expense, obtain and maintain all licenses, permits, certificates or other authorizations of any governmental authority having jurisdiction over the Leased Premises and Lessee's use of the Leased Premises; without limiting the generality of the foregoing, Lessee shall comply with all applicable laws, resolutions, codes, rules, orders, directions, ordinances and regulations of any department, bureau or agency or any governmental authority having jurisdiction over the operations, occupancy, maintenance and use of the Premises for the purposes hereunder, except for those requiring major Alterations the Leased Premises as distinguished from those relating to furniture, fixtures or equipment of Lessee therein. Lessee shall indemnify and save City harmless from and against any claims, penalties, losses, damages or expenses imposed by reason of Lessee's violation of any applicable law or the rules and regulations of governmental authorities having jurisdiction thereof.

- 7. Termination. This Lease Agreement may be terminated by City or Lessee immediately for cause or without cause upon thirty days (30) days written notice of termination. Notice shall be given by email or Certified service from the USPS.



Termination, revocation, or expiration of this Lease Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

Upon termination, revocation or expiration of this Lease, Lessee shall discontinue the use and occupation of the Premises.

Upon termination, revocation, or expiration of this Lease, Lessee shall have forty-five (45) days to remove from the Leased Premises all personal property owned by Lessee and any structures placed thereon by Lessee, provided that the removal of such structures and property can be accomplished without damage to the land and provided that Lessee repairs and restores the land to the condition the land was placed by the Lessor prior to Lessee alteration. Property of Lessee not removed from the Premises after forty-five (45) days following the termination, revocation, or expiration of this Lease, shall become the property of the Lessor unless the Lessor agrees in writing to other terms on the disposition of said property. The Lessor reserves the right to reject acceptance of Lessee's property upon termination if it is determined by the Lessor that this property poses a legal, environmental or financial liability to the Lessor. Lessee property includes but is not limited to buildings, structures, permanent fixtures and/or subsurface utility improvements. If the Lessor agrees to accept property remaining on the Premises after termination, a separate transfer of ownership agreement will be negotiated between the parties.

8. Permanent Fixtures & Construction: The Lessee shall have the right to erect, maintain and alter buildings or structures upon the premises providing such buildings or structures are in accordance with all federal, state, and local regulations. All plans for such buildings or structures shall be reviewed and approved in writing by the Lessor prior to construction. Lessor reserves the right to enter upon the premises hereby and abate any such hazard at the expense of Lessee.
9. Surety for Performance and Payment: Before any major work of construction, alteration or repair is commenced on the Premises, Lessee shall furnish Lessor adequate surety for performance and payment in a form acceptable to the City Finance Manager, in an amount not less than the cost of the improvements to be constructed, and which will remain in effect until the entire cost of the work has been paid in full and the new improvements have been insured as provided in this Lease Agreement. The surety will state the following:
  - a. It is conditioned to secure the completion of the proposed construction free from all liens and claims from contractors, sub-contractors, mechanics, laborers and material persons following the commencement of construction;
  - b. The construction work shall be completed by Lessee, the general contractor, or, on their default, the surety;
  - c. In default of such completion and payment, such part of the amount of the surety as shall be required to complete the work shall be paid to Lessor as liquidated and agreed damages for the nonperformance of the Lessee's

agreements, it being agreed that the exact amount of the Lessor's damages is difficult and impractical to ascertain; and

- d. The surety will defend, hold harmless and indemnify City against all loss cost, damage, expense and liability arising out of or connected with the work improvement.

City may, but shall not unreasonably disapprove, the surety. The surety shall be deemed approved unless notice of disapproval is given within Thirty (30) business days after receipt of the proposed surety.

10. Signs: No signs or advertising matter may be erected on the leased premises without the prior written consent of the Lessor.

11. Non-Discrimination. The Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.
- b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
- c. The Lessee shall use the Subject Property and Lessee's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

12. Indemnity. Lessee hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all reasonable out-of-pocket costs and expenses in connection therein), arising out of this Lease Agreement or caused in any way by Lessee's use of the Premises, except for any such claims arising out of the willful misconduct of the City. City hereby releases Lessee from any and all liability or claims related to the willful misconduct of the City or its agents or employees.

City does not, and shall not, waive any rights against Lessee which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Lessee, of any of the insurance policies hereinafter set forth. This hold harmless agreement by Lessee shall apply to all damages and claims for damages, or alleged to have been suffered, regardless of whether or not such

insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Lessee further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Lease Agreement, and Lessee's use of the Premises pursuant to this agreement.

### 13. Insurance Requirements.

a. Lessee, at Lessee's own cost and expense, shall procure and maintain, for the duration of the Agreement, the following insurance policies.

- i. Workers' Compensation Coverage. Lessee shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Lessee shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. Lessee shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Lessee for City.
- ii. Commercial Liability Coverage. Lessee shall maintain in full force and effect for the period covered by this Agreement, commercial general liability insurance. This insurance shall include, but shall not be limited to, comprehensive general liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Lessee's operations in the performance of this Agreement. The policy shall provide not less than single limit coverage applying to bodily and personal injury, including death resulting therefrom, and Property damage in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000.00) per aggregate. The insurance shall include coverage for the following: (i) Premises/Operations; (ii) Contractual; (iii) Broad Form Property Damage and (iv) Personal Injury.

- iii. Automobile Liability Coverage. Lessee shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Lessee, or Lessee's agents, representatives, or volunteers, arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- iv. Leasehold Improvement Coverage. During the Term, Lessee shall maintain fire and extended coverage in full force and effect on all leasehold improvements installed by the Lessee and the Lessee's previous owner/operators. These include buildings, improved structures, interior and exterior signage, fixtures, merchandise, and other personal property from time to time in, on or upon the Leased Premises, fire and extended coverage insurance in the amount of the full replacement value thereof containing sprinkler leakage, replacement cost and inflation endorsements, and providing for no deductible in excess of two thousand dollars (\$2,000) per loss. All proceeds from the insurance required pursuant to this subsection shall be used for the repair or replacement of the property damaged or destroyed. Both City and Lessee shall be named as co-insured's as to coverage of leasehold improvements, and alterations, though not as to Lessee's personal property.
  - i. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Lessee.
  - ii. The insurer waives all rights of subrogation against City except for Lessee's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.
  - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.
  - iv. No policies of insurance carried by Lessee shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City (ten (10) days' notice in case of non-payment of premium)

- c. Deductibles and Self-Insured Retentions. The Lessee shall be responsible for all deductibles in all of Lessee's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable in keeping with Lessee's general operations.
- d. Certificates of Insurance. Lessee shall provide certificates of insurance with original endorsements or copies of endorsements to City as evidence of the insurance coverage required herein. Lessee shall not commence work on the premises under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Lessee allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved.

23. Hazardous Materials. Lessee, its Agents, Employees and contractors, at all times, shall keep the Leased Premises and common areas free of non-contained Hazardous Materials to the extent caused by Lessee or its Agents, Employees, or contractors. "Hazardous Materials" shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 USC Sec, 9601, et seq.; the hazardous Materials Transportation Act, 49 USC 1801 1 et seq.; the Resource Conservation and Recovery Act, 42 uses Sec. 6901, et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code and in the regulations adopted and publications promulgated pursuant to said laws.

Notwithstanding the foregoing, Lessee shall be entitled to utilize and store reasonable quantities of Hazardous Materials of the type typically used in Lessee's busine operations in compliance with all applicable laws and regulations.

24. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally, via email or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:                      City Manager  
   City of Lone  
   1 E. Main Street  
   lone, CA 95640

If to Lessee: Amador Central Railroad Company  
Leonard Williams  
**(209) 256-3587**

Provide a copy to: City of Ione  
**Michael Rock, City Manager**  
**Ione, CA 95640**  
**(209) 274-2412**  
**Email: mrock@ione-ca.com**

25. Assignment and Subleasing. This Lease is personal to Lessee. As such, Lessee has no right to assign this Lease in whole or in part or sublease the Premises in whole or in part. Lessee may not grant concessions in or upon the Premises without the prior written approval of the City. Neither this Lease nor any interest in this Lease shall be assignable without the prior written consent of City.
26. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
27. Controlling Law Venue. This Lease Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of Amador.
28. Equal Opportunity Employment. Lessee represents that it is an equal opportunity employer, and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
29. Drug-Free Workplace Certification. By signing this Agreement, Lessee hereby certifies under penalty of perjury under the laws of the State of California that the Consultant Lessee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is

prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. The person's or organization's policy of maintaining a drug-free workplace;
  - iii. Any available counseling, rehabilitation and employee assistance program; and
  - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:
  - i. Will receive a copy of the Consultant's Lessee's drug-free policy statement; and
  - ii. Will agree to abide by the terms of the Consultant's Lessee's statement as a condition of employment on this Agreement.
- d. Failure to comply with these requirements may result in termination of the Agreement, or both, and Lessee may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant Lessee (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

30. Americans with Disabilities Act. By signing this Agreement, Consultant Lessee assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA on building, fixtures and access to the Lessee's Leased Premises. This provision is limited to the area defined in Exhibit A, Description of the Leased Premises.

31. Amendments. This Lease Agreement may be modified or amended only by a written document executed by both Lessee and City and approved as to form by the City Attorney.

32. Severability. If any term or portion of this Lease Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Lease Agreement shall continue in full force and effect.

33. Entire Agreement. This Lease Agreement constitutes the complete and exclusive statement of Agreement between City and Lessee. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Lease Agreement.

34. Execution. This Lease Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Lease Agreement, it shall not be necessary to produce or account for more than one such counterpart.

35. Time is of the Essence. Time is of the essence for this Agreement.

36. Authority to Enter Agreement. Lessee has all requisite power and authority to execute, deliver, and perform under this Lease Agreement. Each party warrants that the individuals who have signed this Lease Agreement have the legal power, right, and authority to make this Lease Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF IONE:**

**LESSEE:** Amador Central Railroad Company

By \_\_\_\_\_  
Michael Rock, City Manager

By \_\_\_\_\_  
Leonard Williams, Acting President

APPROVED AS TO FORM:

By \_\_\_\_\_  
Carolyn Walker, City Attorney

ATTEST:

By \_\_\_\_\_  
Janice Traverso, City Clerk

Attachments:

Exhibit A – SITE PLAN of the Premises



**EXHIBIT A**

**SITE PLAN OF THE PREMISES**

## 4 APPROVALS



# Agenda Item

DATE: October 4, 2022

TO: Mayor Epperson and City Council

FROM: Michael Rock, City Manager

SUBJECT: Approve new Job Specifications- Administrative Analyst and Building Official/Code Enforcement Officer

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## **RECOMMENDED ACTION:**

1. Approve a new Job Specifications – Administrative Analyst and Building Official/Code Enforcement Officer
2. Leave vacant the Building Inspector Position
3. Underfill the Management Analyst Position with the Administrative Analyst Position

## **FISCAL IMPACT:**

The overall impact is a decrease of \$ **3,714** to the current budget. The cost of the new position (Building Official/Code Enforcement Officer) will be an increase of \$ **1,959** for salary and benefits. The cost of underfilling the Management Analyst position is a decrease of \$ **5,673** for salary and benefits. The net effect is \$ **3,714**.

## **BACKGROUND:**

The City is in dire need of a full time and permanent Building Official/Code Enforcement Officer. The Building Official is responsible for all new construction and remodel permit inspections and the Code Enforcement Officer is responsible for all code enforcement throughout the entire City. The Administrative Analyst is a broad banded position allowing the City to hire an Administrative Analyst I, II or III. The position will add immediate value to the City and will compliment the Executive Assistant and the rest of the administrative staff in assisting the city manager and all department heads. could over time and through experience promote to the become the Management Analyst again. It is much more difficult to recruit at the higher salary levels.

## **ATTACHMENTS:**

Building Official/Code Enforcement Officer Job Specification  
Administrative Analyst I/II/III Job Specification

# Administrative Analyst I/II/III

**Class Title** Administrative Analyst

<b>Salary</b>	Admin Analyst I	\$64,404-\$78,283 Annually
	Admin Analyst II	\$67,624-\$82,197 Annually
	Admin Analyst III	\$71,005-\$86,307 Annually

**DEFINITION:** The Administrative Analyst provides technical and administrative support to the City Manager and Department Heads and Managers. This position may also provide support to a specific departmental program.

**SUPERVISION RECEIVED AND EXERCISED:** Receives direction from the City Manager. May supervise administrative support staff, volunteers, temporary employees and/or student interns.

**CLASS CHARACTERISTICS:** The Administrative Analyst I is the entry level classification in the Administrative Analyst career series. The Administrative Analyst I is distinguished from the Administrative Analyst II by the performance of professional assignments with less complexity and independence than the Administrative Analyst II. As experience increases, the Administrative Analyst I is expected to assume more difficult assignments and exercise more independence in decision making.

Upon recommendation of and approval by the City Manager, an Administrative Analyst I may advance to an Administrative Analyst II or III upon demonstrating the abilities and competencies necessary to perform the full range of Administrative Analyst II or III duties, meeting the minimum qualifications for the position, and successfully completing an approved career progression plan developed by the City Manager in conjunction with the incumbent.

## Example of Duties

**EXAMPLES OF ESSENTIAL FUNCTIONS: (Illustrative Only):** *Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Assists the City Manager with special projects, studies, grants, required reports or other tasks as may be directed by the City Council
- Assists management staff in developing and implementing special programs and/or studies.
- Makes recommendations for revisions in programs, policies, or procedures.
- Receives and attempts to resolve problems or concerns from the general public or other City departments.
- Maintains statistics and other department or program related records.
- Administers, coordinates, and promotes activities or special programs

- Prepares purchase orders and track department and/or program expenditures.
- Assists with budget preparation and monitoring.
- Write staff reports for the City Council agendas and assist with the agenda packets for City Council and any council appointed committees.
- Attend public meetings on behalf of the City Manager and meetings with other public agencies as a representative of the City
- Writes grants and coordinates grants received by the City.
- Assists the City Manager with writing and distributing all public information, newsletters and social media posts and maintains the City Web Page.

## **Minimum Qualifications**

**EDUCATION AND EXPERIENCE:** *Any combination of training and experience which would provide the required knowledge and skill. A typical way to obtain the required knowledge and skill would be:*

### **Education:**

Admin Analyst I - Sixty (60) college semester units.

Admin Analyst II/III – A Bachelor's Degree in Public Administration, Business or Political Science or related field

**Experience:** Two (2) years of full-time experience in a private or public agency in the area of general administration, program promotion, or high-level clerical. An additional two (2) years of experience as described above may be substituted for each thirty (30) units of the educational requirement. A Bachelor's Degree may be substituted for the entire experience requirement.

**LICENSES AND CERTIFICATES:** If assigned duties require driving, possession of a valid Class "3" or "C" California driver's license.

## **Supplemental Information**

**WORKING CONDITIONS:** May serve as staff to a commission; may travel from site to site; travel to attend a variety of meetings; may attend off-hour meetings.

**PHYSICAL DEMANDS:** Mobility to work in a standard office environment, use standard office equipment, and attend off-site meetings. On an intermittent basis, sit at a desk for long periods of time; intermittently walk, stand, bend, squat, twist, and reach while performing office duties; mobility to occasionally traverse uneven terrain; periodically standing, stooping, bending, climbing and kneeling to perform inspections; on occasion, may be required to work in exposure to weather. Manual dexterity to use standard office equipment and supplies and small tools and to manipulate both single sheets of paper and large document holders (manuals, binders, etc.); vision to read handwritten and printed material and a computer screen; hearing and speech to communicate in person and by telephone; ability to lift

and carry items weighing up to 25 pounds such as files, manuals, or small tools and equipment for distances up to 50 feet.

**ENVIRONMENTAL ELEMENTS:** Employees work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances. Employees may occasionally work in a field environment including inclement weather conditions. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing department guidelines, policies and procedures.

### **Other Requirements**

Knowledge of: Basic principles and techniques of public administration; proper English usage, spelling, vocabulary, grammar, and punctuation; research techniques, methods, and procedures; principles and practices of financial recordkeeping and reporting.

Skill in: Interpreting and applying rules and policies to specific situations or programs; conducting basic analysis of program problems or situations; gathering statistics and analyzing data; communicating clearly and concisely both orally and in writing; positively passing a screening process to become bonded if the position is assigned to the Finance Division; establishing and maintaining working relationships with others.



# CITY OF IONE

## JOB SPECIFICATION

### Building Official/Code Enforcement Officer

**Class Title** Building Official

**Salary** \$74,900-\$91,041 Annually

Under direction of the Public Works Manager performs routine to complex combination inspections of residential, commercial and industrial building sites to enforce building, plumbing, mechanical, electrical, housing and environmental codes and other governing laws and ordinances including basic zoning, grading and flood zone regulation. This position performs non-structural plan checking on a variety of residential construction and modification and provides a variety of information to property owners, developers, architects, engineers and contractors.

**SUPERVISION RECEIVED AND EXERCISED:** May supervise subordinate staff and receives supervision from the Public Works Manager.

#### **EXAMPLES OF ESSENTIAL DUTIES:**

- Establishes schedules and methods for providing building inspection services; identifies resource needs; and reviews needs with City Manager to allocate resources accordingly.
- Participates in the development of goals and objectives as well as policies and procedures; makes recommendations for changes and improvements to existing standards, policies, and procedures; participates in the implementation of approved policies and procedures; monitors work activities to ensure compliance with established policies and procedures.
- Performs field inspections of new and existing commercial, industrial, and residential properties for conformance to codes, regulations, plans, specifications, and standards related to foundations, framing, electrical, mechanical, plumbing, housing, access, life safety, and other functional elements.

- Confers with legal, fire, and planning staff regarding building, fire, life safety, zoning, and other code interpretations and applications.
- Performs non-structural plan checking for completeness, accuracy, and code compliance for new construction, alterations, or remodeling for existing structures; ensures compliance with applicable codes and accepted engineering practices.
- Reviews energy calculations to ensure compliance with State codes.
- Reviews plans and applications for building permits; issues building permits; makes final inspections and issues certificates of occupancy.
- Investigates complaints regarding existing buildings or new construction to determine if code violations or problem conditions exist.
- Reviews damaged building for safe occupancy after fires or other occurrences.
- Consults with the City Planner, City Manager and City Attorney regarding legal aspects of code compliance and building matters.
- Writes "stop work" notices for work being done without permits or in an unsafe manner.
- Coordinates, manages and inspects a public works project which involves City streets, utility easements, parks, and facilities.
- Coordinates activities of building inspection and code enforcement with other divisions, departments, and outside agencies as necessary; confers with and provides professional assistance to members of City departments on matters related to functional areas of responsibility.
- Consults with City Engineer, Sewer Engineer, Chief Wastewater Operator, Street and Parks Maintenance Supervisor, and City Manager on public works projects
- Performs grading inspections with an emphasis on drainable systems, compaction, sub-drainage, and environmental protection.
- Confers with and provides information to developers, engineers, architects, property owners, contractors, and others regarding code requirements and alternatives; attends pre-construction site meetings; resolves complaints and problems.
- Receives, records, and investigates complaints from the public and staff regarding violations of housing codes, ordinances, standards, health and safety regulations; documents violations by securing photographs and other pertinent data; researches ownership records; prior complaints, housing codes and ordinances, and state regulations to establish whether a violation has occurred.
- Initiates contacts with residents, business representatives, and other parties to explain the nature of incurred violations and to encourage compliance with municipal codes, ordinances, and community standards; initiates abatement of dangerous properties and vector control issues of vacant properties; provides confirmation to public by telephone and in person regarding code regulations.
- Prepares notices of violation or noncompliance and citations according to applicable codes and regulations; issues letters to property owners notifying them of violations after conferring with City Attorney and/or City Manager.



- Coordinates and conducts follow-up abatement procedures including the preparation of additional correspondence, site visits, and communication with property owners and attorneys; conducts follow-up investigations to ensure compliance with applicable codes and ordinances; prepares non-compliance cases for legal action; presents testimony at nuisance abatement hearings.
- Establishes and maintains accurate and complete case files; prepares documents and evidence for court proceedings and testifies in hearing and court proceedings, as necessary.
- Prepares a variety of correspondence, reports, correction notices, and other written materials.
- Reviews and makes recommendation on all existing and new applicable codes, rules and regulations; proposes adoption of and amendments to codes and compliance methods.
- Represents the City in meetings with members of other public and private organizations, community groups, contractors, developers, and the public.
- Performs other duties as assigned.

## **MINIMUM QUALIFICATIONS**

**EDUCATION AND EXPERIENCE:** *Any combination of training and experience which would provide the required knowledge and skill. A typical way to obtain the required knowledge and skill would be:*

**Education:** Equivalent to an Associate's degree from an accredited college or university with major course work in building construction, engineering, architecture or a related field. A Bachelor's degree is desirable.

**Experience:** Four (4) years of full-time experience as a journey-level building inspector performing work within one or more inspection disciplines in another municipal, county or city government agency and two (2) years of experience in the enforcement of building codes and/or plan checking.

**Knowledge of:** National, state and local building code regulations, policies, procedures and terminology. Principles and practices of budget preparation and administration. Accepted safety standards and methods of building construction and detailed procedures and techniques of inspections and code enforcement.

**LICENSES AND CERTIFICATES:** Possession of, or ability to obtain and maintain, a California class C driver's license by the time of appointment. Individuals who do not meet this requirement due to a disability will be reviewed in a case-by-case basis.

At the option of the City, persons hired into this class may be required to either possess at entry or obtain within specified time limits, designated licenses, certificates or specialized education and training relevant to the area of

assignment. Additional requirements may include, but are not limited to the following:

- Possession of, or ability to obtain and maintain a Building Inspector's Certificate as issued by the I.C.C. within one (1) year of employment.
- Certified Combination Inspector
- Certified Building Inspector
- Certified Electrical Inspector
- Certified Plumbing Inspector
- Certified Mechanical Inspector
- Accessibility Specialist Certification (CASP)
- Certification as a Code Enforcement Officer by the International Conference of Building Officials or the International Code Council

## **SUPPLEMENTAL INFORMATION**

**WORKING CONDITIONS:** May be required to work off-hour and/or attend off-site meetings.

**PHYSICAL DEMANDS:** Must possess mobility for standing for long periods of time, bending, squatting and crawling.

This position includes frequent lifting of up to 50 pounds and sometimes up to 75 pounds, a constant use of overall vision, grasping, holding and reaching and other physical labor.

**ENVIRONMENTAL ELEMENTS:** Employees in this position commonly work outdoors with frequent exposure to loud noise, chemicals, fumes and other environmental substances. This position experiences frequent exposure to hot and cold temperatures, inclement weather conditions, road hazards, substantial heights, vibration and confining workspace.