



CITY OF IONE
IONE, CA 95640

REGULAR MEETING STARTS AT 6:00 PM

Mayor Stacy Rhoades
Vice Mayor Jack Mitchell
Councilmember Dominic Atlan
Councilmember Alison LaFayne
Councilmember Diane Wratten

AT 1 E. MAIN STREET, IONE, CA 95640
AND VIA ZOOM

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

Join Zoom Meeting

<https://zoom.us/j/2351961316?pwd=d3lWTW0zbVJLbWpQNXBDQWtpZkRyUT09>

Meeting ID: 235 196 1316

Passcode: 95640

One tap mobile

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

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

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

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+1 301 715 8592 US (Washington DC)

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Meeting ID: 235 196 1316

Passcode: 95640

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

Tuesday, June 6, 2023

*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-



CITY OF IONE
IONE, CA 95640

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.

A. ROLL CALL

B. CLOSED SESSION:

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representative: Andy Pinasco, City Attorney

Unrepresented employee: Interim City Manager

If all matters are not completed prior to the regular meeting start time, the City Council will convene to Closed Session after the Regular Meeting ends.

6:00 P.M. REGULAR MEETING AGENDA

A. PLEDGE OF ALLEGIANCE

B. REPORT OUT OF CLOSED SESSION

C. APPROVAL OF AGENDA

D. PRESENTATIONS/ANNOUNCEMENTS:

1. 2019-2020 Fiscal Year Audit*

Recommendation: Adopt Resolution 2022-2023- Accepting the Fiscal Year 2019-2020 Independent Auditor's Report.*

2. Proclamation honoring Dave B. Parker*

Recommendation: Adopt Proclamation for David B. Parker from the City Council of the City of Ione.

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 Ione 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



CITY OF IONE
IONE, CA 95640

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. INFORMATION ITEMS:

All matters listed under this category are for information only with no action to be taken by the City Council.

1. Parks and Recreation Commission Summary*

G. CONSENT CALENDAR:

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 Councilmember(s).

1. Warrants Register May 31, 2023*

Recommendation: Staff recommends that the council review/approve the attached report for payment totaling \$79,611.75.

2. Minutes of May 16, 2023 and May 30, 2023

Recommendation: By motion, approve the minutes from May 16, 2023 City Council Meeting and May 30, 2023 Special City Council Meeting

3. Vacancy on Planning Commission*

Recommendation: Accept the resignation of Madison Buccola-Hubert, Planning Commissioner and authorize the City Clerk to advertise for a replacement to fill the unexpired term ending in October 2024.

4. 2023 ACRA Pool Agreement*

Recommendation: Adopt Resolution 2022-2023- Authorizing the Interim City Manager to execute the 2023 ACRA Pool Agreement.*

5. Somach, Simmons, & Dunn Agreement*

Recommendation: Adopt Resolution 2022-2023- Authorizing the Interim City Manager to execute a contract with Somach, Simmons, & Dunn for legal services.*



CITY OF IONE
IONE, CA 95640

6. Revision to City Attorney Contract*

Recommendation: For information only.

H. PUBLIC HEARING:

1. CDBG-CV1 2020 – Ione Emergency Small Business Loan Program Closeout Hearing*

Recommendation:

- A. *Hold a Public Hearing to receive input regarding the CDBG Program*
- B. *Adopt Resolution 2022-2023-* approving the closeout of the CDBG-CV1 2020 – Ione Emergency Small Business Loan Program*

I. REGULAR AGENDA

1. Interim City Manager Employment Agreement*

Recommendation: Adopt Resolution 2022-2023- Authorizing the Mayor to execute an employment agreement for Interim City Manager.*

J. REPORTS AND COMMUNICATIONS FROM CITY MANAGER

K. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEMS

L. RESUME TO CLOSED SESSION IF NECESSARY

M. REPORT OUT OF CLOSED SESSION

N. ADJOURNMENT TO REGULAR MEETING ON JUNE 20, 2023

Upcoming Meetings:

June 8th:	Howard Park Master Plan Meeting	5:30 P.M.
June 13th:	Planning Commission Meeting	6:00 P.M.
June 14th:	ACRA Meeting	12:30 P.M.
June 20th:	City Council Meeting	6:00 P.M.
June 22nd:	Technical Advisory Committee (TAC)	1:30 P.M.



CITY OF IONE
IONE, CA 95640

June 27th: Parks and Recreation Commission Meeting 6:00 P.M.

July 4th: City Council Meeting - CANCELLED

NOTICE REGARDING CHALLENGES TO DECISIONS

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

ADA COMPLIANCE STATEMENT

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



*CITY OF IONE
IONE, CA 95640*

Agenda Item #D1

DATE: JUNE 6, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM: CHRIS HANCOCK, FINANCE MANAGER
BRIAN NASH, RICHARDSON & COMPANY LLP**

SUBJECT: FISCAL YEAR 2019 – 2020 AUDIT REPORT

RECOMMENDED ACTION:

Adopt Resolution 2022-2023-* Accepting the Fiscal Year 2019-2020 Independent Auditor's Report.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

BACKGROUND:

The City of Ione in partnership with Richardson & Company LLP has completed the Fiscal Year 2019 – 2020 Audit and are requesting that City Council receive and accept the findings of Richardson & Company LLP. This is an annual requirement of every City which will need to be submitted to the County Auditor Controller and California state Controller's Office.

DISCUSSION:

Brian Nash will be presenting the Audit Findings for receipt and approval.

ATTACHMENTS:

- A. Resolution 2022-2023-**
- B. Management Letter
- C. Governance Letter

RESOLUTION NO. 2023-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE ACCEPTING THE
FISCAL YEAR 2019-2020 INDEPENDENT AUDITOR'S REPORT**

WHEREAS, Richardson & Company LLP, Certified Public Accountants, submitted the Fiscal Year 2019-2020 Independent Auditor's Report to the Mayor and City Council on June 6, 2023; and

WHEREAS, the Council has reviewed the Fiscal Year 2019-2020 Audit Report and is satisfied that it can be accepted.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Ione the following:

1. The City Council accepts the Independent Auditor's report as final; and
2. Authorizes staff to send the accepted audit as required by law to the County Auditor Controller and California State Controller's Office.

The foregoing resolution was duly introduced and adopted by the City Council of the City of Ione at their meeting held on June 6, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stacy Rhoades, Mayor

Attest:

Janice Traverso, City Clerk



550 Howe Avenue, Suite 210
Sacramento, California 95825

Telephone: (916) 564-8727
FAX: (916) 564-8728

MANAGEMENT LETTER

City Council and Management
City of Ione
Ione, California

In planning and performing our audit of the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Ione (the City) for the year ended June 30, 2020, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies reported as Finding 2020-001 and 2020-002 in the schedule of findings and responses in the financial statements to be material weaknesses. Recommendations on how to address those findings are discussed in the schedule of findings and responses in the financial statements.

We also noted the following items that are included for your consideration:

Risk Assessment Process

Considering the staff turnover, we recommend the City develop a risk assessment process where the City's activities are analyzed to determine where fraud risks exist and implement controls to address these risks. Some risks may require a consultant to address, such as risks of theft of customer data from the information system. A risk assessment is often reported to a Finance or Audit Committee so Council members assigned to this task can devote full attention to financial matters.

Development Deposits

The City needs to ensure that as part of the year-end closing process, impact fees for permits issued prior to June 30 are recognized as impact fee revenue on developments that do not prepay impact fees.

Capital Assets

The City should document the depreciable lives that should be used to depreciate each type of capital asset owned and a description of capital versus noncapital expenditures/expenses in its Financial Policies and Procedures Handbook.

The capital asset detail list should be re-sorted to have assets in order of the capital asset footnote with subtotals to match the footnote to make it easier to reconcile the capital assets detail list to the financial statements. Separate accumulated depreciation accounts should be added for each depreciable asset type to support the footnote.

Vacation and Sick Leave Payment at Separation

The City should more clearly document in the Employee Handbook whether sick leave and vacation is fully or partially payable at separation. It was assumed the vacation is payable at separation, which is generally the case.

Other Recommendations

A number of interfund advance payments were deferred in the past. It would be inappropriate not to repay interfund advances of restricted development fees and other restricted funds timely and with interest. We noted repayment is now budgeted. We recommend the City ensure it continues to budget repayment of the advances.

We noted a capital fee was discussed in the Sewer Fund rate study that was not approved in the resolution approving the current Sewer Fund charges for service rates. If a capital fee is necessary, it should be approved separately when Sewer Rates are approved. This is typically accomplished by creating a rate schedule and attaching the rate schedule to the Council Resolution approving the rates.

We noted the fiscal year 2022 budget discussed a number of improvements that are intended to be made to the budget document in the future. We also recommend a table be added showing each fund name, fund number and a description of the purpose of the fund, including the fund type and purpose of any revenue recorded in the fund and whether the revenue is restricted by an external source or committed or assigned internally.

The City established a fund to account for government-wide adjustments for governmental activities as we recommended last year. The City should continue to refine how it records government-wide entries by recording restrictions of net position, net investment in capital assets and other items on the trial balance we provided during the audit.

We recommend the City add a direct link to the approved Council meeting minutes on the City's website on the date of the meeting to make it easier to find approved minutes. Currently minutes are attached to the agenda of subsequent Council meetings, which takes time for a user to find.

We noted as part of our testing that the city has incomplete employee records related to the census data provided to CalPERS. We recommend the city update all employee files to include information for census data in addition to payroll information.

* * * * *

This communication is intended solely for the information and use of the City Council, management, and others within the organization, and is not intended to be, and should not be, used by any other than these specified parties.

Richardson & Company, LLP

May 11, 2023



550 Howe Avenue, Suite 210
Sacramento, California 95825

Telephone: (916) 564-8727
FAX: (916) 564-8728

GOVERNANCE LETTER

To the City Council
City of Ione
Ione, California

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Ione, California (the City), for the year ended June 30, 2020, and have issued our report thereon dated May 11, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards*), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you dated February 28, 2019 and to a member of the City Council during the audit. Professional standards also require that we communicate to you the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards and *Government Auditing Standards*

As stated in our engagement letter dated February 28, 2019, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we will consider the internal control of the City. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of the City's compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to management's discussion and analysis, which supplements the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit involves judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the

nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We noted no material weaknesses in internal controls as a result of our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note A to the financial statements. The City adopted Governmental Accounting Standards Board Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*. The implementation of this statement resulted in the disclosure that the City's debt agreements represented direct borrowings from lenders and the disclosure of default provisions under the debt agreements in Note F to the financial statements. The application of existing policies were not changed during the year. We noted no transaction entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statement prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were determining the depreciable lives used for capital assets, the determination of the need for an allowance for uncollectible accounts, the determination of qualifying expenses under grant agreements and the determination of net pension and OPEB liabilities. We evaluated the key factors and assumptions used to develop the estimates in determining that they are reasonable in relation to the financial statements taken as a whole. The net pension liability was determined by an actuarial valuation performed by CalPERS and net OPEB liability was determined by a private actuary.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures in the financial statements were the disclosures about advances between funds in Note C, long-term liabilities in Note F, the pension plan in Note H, the OPEB plan in Note I, and commitments and contingencies in Note K to the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit. However, the number of audit adjustments identified and delays in the City providing audit documentation slowed the completion of the audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. We posted 34 adjustments and closing entries during the audit, compared to 56 during the 2019 audit. The adjustments were mainly cut-off of revenues and expenses, entries to classify amounts for reporting purposes, government-wide entries, a true-up of the net investments in capital assets and entries provided by staff after the audit began.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 11, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Issues Discussed Prior to Retention of Independent Auditors

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the required supplementary information (RSI) listed in the table of contents, which are RSI that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the Combining and Individual Fund Schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with the accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the use of the City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Richardson & Company, LLP

May 11, 2023

**A PROCLAMATION FOR DAVID B. PARKER
FROM THE CITY COUNCIL OF THE CITY OF IONE**

WHEREAS, David B. Parker was born in Modesto and raised in Pine Grove; and

WHEREAS, Dave's father was a fire fighter Captain for California Department of Forestry, stationed at Mt. Zion and Pine Grove Camp; and

WHEREAS, when Dave was 17, his father was stationed at Pine Grove Camp, Dave became active in fire service as a seasonal firefighter in 1973; and

WHEREAS, Dave graduated from Amador High School 1974 and continued with CDF at Pilot Hill

WHEREAS, in 1978 Dave was hired at Manteca Lathrop fire department, and

WHEREAS, in 1980 he was hired with American Legion Ambulance as one of the counties first medics (EMT2); and

WHEREAS, in 1984 Dave moved to the great city of Ione with his wife Sharron and subsequently was hired with the Sloughouse Fire District retiring in 2008; and

WHEREAS, in 1984 Dave joined the City of Ione Fire Department and was promoted to the rank of Fire Captain in 1989 and was promoted to Assistant Fire Chief in 1997 a position he still holds; and

WHEREAS, Dave takes great pride in the City of Ione Fire Department and being the Operations Chief, and loves to train new personnel, new drivers and pump operators, and

WHEREAS, Dave has been instrumental in designing and modifying our equipment as well as the design of any new apparatus, and

WHEREAS, Dave is very devoted to his wife Sharron, his two daughters and his grand kids; and

WHEREAS, Dave is a man of many talents and enjoys spending time traveling, and driving tour buses; and

WHEREAS, Dave is very dedicated to the City of Ione and has put in thousands of volunteer hours to assure the highest levels of service and protection to our community and citizens, and

WHEREAS, Dave is a true example of a life time of public service for others and in 2021, Dave received the highest honor from our department as Fire Officer of the Year.

NOW, THEREFORE, BE IT PROCLAIMED by the City Council of this wonderful City, and on behalf of members of past City Councils, we the City Council take great pleasure in commending David Parker on his 50 years of fire service.

BE IT FURTHER PROCLAIMED that we the City Council of the wonderful City of Ione are proud of Chief Parker and his 50 years of dedication and service. We are very grateful.

IN WITNESS WHEREOF, I, Stacy Rhoades, Mayor of Ione, on behalf of the City Council do hereby

extend our gratitude to Dave B. Parker for his dedication and service to the community this sixteenth day of May in the year of our Lord Two Thousand Twenty-Three.

Stacy Rhoades, Mayor

Jack Mitchell, Vice Mayor

Dominic Atlan, Councilmember

Alison LaFayne, Councilmember

Diane Wratten, Councilmember



CITY OF IONE
IONE, CA 95640

Agenda Item #F1

DATE: JUNE 2, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: KASEY GUEVARA, ADMINISTRATIVE ANALYST

SUBJECT: SUMMARY OF PARKS AND RECREATION COMMISSION HELD ON MAY 23, 2023

RECOMMENDED ACTION:

Review Summary of Parks and Recreation Commission held on May 23, 2023

SUMMARY:

On May 23, 2023 the Parks and Recreation Commission met for their April meeting. Highlights from the meeting are as follows:

- Justin Howard, Executive Director of Amador County Recreation Agency gave an overview of planned activities ACRA would like to provide in the City.
- Commission recommended approval of ACRA Pool Agreement to the City Council.
- Discussed future plans for the Ed Hughes Memorial Arena and Commission passed a motion to create an Ad Hoc Committee made up of members of the Equestrian community to discuss potential opportunities moving forward.
- Discussed potential opportunities to make Ione a more pedestrian friendly City. Staff recommended a grassroots approach getting feedback from the community on most desired areas to focus on first in order to prepare for potential grant opportunities next year.

ATTACHMENTS:

None.



*CITY OF IONE
IONE, CA 95640*

Agenda Item #G1

DATE: JUNE 6, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRIS HANCOCK, FINANCE MANAGER

SUBJECT: WARRANT REGISTER MAY 31, 2023

RECOMMENDED ACTION:

Staff recommends that the council review/approve the attached reports for payment totaling \$79,611.75.

FISCAL IMPACT:

The Fiscal impact of the attached reports resulted in the following expenditures to the listed funds:

1111 General Fund - \$64,345.71
2111 Gas Tax Fund - \$590.85
3111 WWTP – Oper & Maint - \$1,703.23
3131 Tertiary Plant Fund - \$2,091.37
8221 Lighting & Landscape Dist. 1 - \$3,181.34
9111 CFD – Community Facilities Dist - Admin - \$4,795.70
9612 COPS (AB3229) - \$498.95
9613 Measure M – Fire – \$1,363.55
9670 Restricted – Police Fund – \$722.55
9999 Cash Clearing – Utilities - \$318.50

Total - \$79,611.75

BACKGROUND:

May 31, 2023 Warrant Register

ATTACHMENTS:

A. Check Register

Report Criteria:

Report type: GL detail

Check.Type = {<-> "Adjustment"

Check Num	Check Issue Date	Vendor ID	Payee	Description	Amount
4168	05/31/2023	115	ALHAMBRA	DRINKING WATER	310.31
4169	05/31/2023	315	AMADOR WATER AGENCY	005018-009- 431 QUAILHOLLOW DR	79.94
4169	05/31/2023	315	AMADOR WATER AGENCY	005018-010-PERRY EARL PARK	79.94
4169	05/31/2023	315	AMADOR WATER AGENCY	006157-000-SEWER LIFT STATION	64.18
4169	05/31/2023	315	AMADOR WATER AGENCY	005018-008-437 QUAILHOLLOW DR	95.70
4169	05/31/2023	315	AMADOR WATER AGENCY	005018-005-OAKRIDGE DR	273.31
4169	05/31/2023	315	AMADOR WATER AGENCY	005018-006-846 SUTTER LN	64.18
4169	05/31/2023	315	AMADOR WATER AGENCY	005018-007-CASTLEOAKS ENTRANCE	544.48
4169	05/31/2023	315	AMADOR WATER AGENCY	006352-000-CASTLE OAKS MEDIAN 1	64.18
4169	05/31/2023	315	AMADOR WATER AGENCY	006352-002-CASTLE OAKS MEDIAN 3	64.18
4169	05/31/2023	315	AMADOR WATER AGENCY	006352-001-CASTLE OAKS MEDIAN 2	72.06
4169	05/31/2023	315	AMADOR WATER AGENCY	005018-004-39 MAIN & PRESTON	79.94
4169	05/31/2023	315	AMADOR WATER AGENCY	005018-003-CITY HALL	174.12
4169	05/31/2023	315	AMADOR WATER AGENCY	005018-024-17 E MAIN ST	68.12
4169	05/31/2023	315	AMADOR WATER AGENCY	005018-016-HOWARD PK	445.93
4169	05/31/2023	315	AMADOR WATER AGENCY	005018-015-FIVE MI DR	68.12
4169	05/31/2023	315	AMADOR WATER AGENCY	005018-014-MARLETTE & MILL ST	64.18
4169	05/31/2023	315	AMADOR WATER AGENCY	005018-013-MAIN & SACRAMENTO	64.18
4169	05/31/2023	315	AMADOR WATER AGENCY	005018-012-1600 W MARLETTE ST	113.96
4169	05/31/2023	315	AMADOR WATER AGENCY	005018-011-HOWARD PARK	497.15
4169	05/31/2023	315	AMADOR WATER AGENCY	005018-017-POPLAR ST	304.14
4169	05/31/2023	315	AMADOR WATER AGENCY	005018-018-600 PRESTON AVE	182.38
4170	05/31/2023	420	AT&T CALNET 3	MO. PHONE SERV. BAN:9391033961 04/23	755.47
4170	05/31/2023	420	AT&T CALNET 3	MO. PHONE SERV. BAN:9391037281 04/23	22.91
4170	05/31/2023	420	AT&T CALNET 3	MO. PHONE SERV. BAN:9391037282 04/23	65.64
4171	05/31/2023	425	ATT MOBILITY	ACCT 287312741394 - PD FIRSTNET 5/23	532.47
4171	05/31/2023	425	ATT MOBILITY	ACCT 287314845930 - FIRSTNET 5/23	423.37
4171	05/31/2023	425	ATT MOBILITY	ACCT 829264128 - 5/23	81.91

Check Num	Check Issue Date	Vendor ID	Payee	Description	Amount
4173	05/31/2023	540	BENEFIT COORDINATORS CORPORATION	LIFE INSURANCE & AD&D BENEFITS- JUN 2023	31.34
4173	05/31/2023	540	BENEFIT COORDINATORS CORPORATION	LIFE INSURANCE & AD&D BENEFITS- JUN 2023	67.95
4173	05/31/2023	540	BENEFIT COORDINATORS CORPORATION	LIFE INSURANCE & AD&D BENEFITS- JUN 2023	41.26
4173	05/31/2023	540	BENEFIT COORDINATORS CORPORATION	LIFE INSURANCE & AD&D BENEFITS- JUN 2023	17.84
4173	05/31/2023	540	BENEFIT COORDINATORS CORPORATION	LIFE INSURANCE & AD&D BENEFITS- JUN 2023	54.12
4173	05/31/2023	540	BENEFIT COORDINATORS CORPORATION	LIFE INSURANCE & AD&D BENEFITS- JUN 2023	4.40
4173	05/31/2023	540	BENEFIT COORDINATORS CORPORATION	LIFE INSURANCE & AD&D BENEFITS- JUN 2023	23.99
4173	05/31/2023	540	BENEFIT COORDINATORS CORPORATION	LIFE INSURANCE & AD&D BENEFITS- JUN 2023	70.29
4173	05/31/2023	540	BENEFIT COORDINATORS CORPORATION	LIFE INSURANCE & AD&D BENEFITS- JUN 2023	49.76
4175	05/31/2023	875	CARBON COPY INC.	COPY EXPENSE - MAY 2023	51.88
4175	05/31/2023	875	CARBON COPY INC.	COPY EXPENSE - MAY 2023	51.87
4175	05/31/2023	875	CARBON COPY INC.	COPY EXPENSE - MAY 2023	51.88
4176	05/31/2023	895	CASCADE FIRE EQUIPMENT CO	BOOTS	272.32
4176	05/31/2023	895	CASCADE FIRE EQUIPMENT CO	YELLOW HELMET/RED HELMET	2,987.63
4177	05/31/2023	1200	DAVID TAUSSIG & ASSOC. INC	D21-80266.OS IONE/CFD 2005-2 IA 1 PREPAYMENT	285.00
4177	05/31/2023	1200	DAVID TAUSSIG & ASSOC. INC	D21-80268.OS IONE/CFD 2005-2 IA 3 PREPAYMENT	142.50
4177	05/31/2023	1200	DAVID TAUSSIG & ASSOC. INC	D22-80266.000 IONE/CFD 2005-2 IA 1 FY 22-23	506.00
4177	05/31/2023	1200	DAVID TAUSSIG & ASSOC. INC	D22-80267.000 IONE/CFD 2005-2 IA 2 FY 22-23	214.70
4177	05/31/2023	1200	DAVID TAUSSIG & ASSOC. INC	D22-80268.000 IONE/CFD 2005-2 IA 3 FY 22-23	350.00
4177	05/31/2023	1200	DAVID TAUSSIG & ASSOC. INC	DE21-80271.00 IONE/DIF AND NEXUS STUDY	3,297.50
4178	05/31/2023	1255	DEPARTMENT OF JUSTICE	PD - FINGERPRINT APPS/FBI/CCW	250.00
4181	05/31/2023	1795	GRIFF'S ELECTRIC	SOCCER BATHROOMS/SNACK SHACK REPAIR	1,200.00
4182	05/31/2023	1855	HASA	MULTI-CHLOR - TERTIARY	1,919.71
4186	05/31/2023	2105	JACKSON TIRE SERVICE INC	ENG 6235 - REPLACEMENT TIRES	4,524.36
4188	05/31/2023	2930	PG & E	3159727869-1-187 STREET LIGHTS	2,167.25
4188	05/31/2023	2930	PG & E	3118061205-8-STREET LIGHTS EBR	1,690.10
4188	05/31/2023	2930	PG & E	2295434942-3-9830 FIVE MI DR	19.90
4188	05/31/2023	2930	PG & E	2002821263-5-DAVE BRUBECK RD	204.90
4188	05/31/2023	2930	PG & E	2728576498-4-WWTF	24.64
4188	05/31/2023	2930	PG & E	3034727877-9-STREET LIGHTS	66.23

Check Num	Check Issue Date	Vendor ID	Payee	Description	Amount
4188	05/31/2023	2930	PG & E	2811909826-8-1600 W. MARLETTE	24.64
4188	05/31/2023	2930	PG & E	2936909818-0-10100 FIVE MILE DR	39.64
4188	05/31/2023	2930	PG & E	8676007650-4-HOWARD PARK	157.03
4188	05/31/2023	2930	PG & E	1300942413-9-CHURCH STREET	44.67
4188	05/31/2023	2930	PG & E	5082729455-9-PARK & RIDE PRESTON	17.01
4188	05/31/2023	2930	PG & E	1707746359-8-EDGEBROOK DR SW LIFT PUMP	151.49
4188	05/31/2023	2930	PG & E	9035594982-8-412 EAGLE DRIVE	171.34
4188	05/31/2023	2930	PG & E	2477984994-2-FIRE STATION #1	174.04
4188	05/31/2023	2930	PG & E	2770243162-1-17 E MAIN STREET REAR BUILDING	35.60
4188	05/31/2023	2930	PG & E	2092737318-1-HOWARD PARK	1,742.33
4188	05/31/2023	2930	PG & E	9373962863-9-CITY HALL	1,560.70
4188	05/31/2023	2930	PG & E	2134403982-7-ED HUGHES ARENA	243.54
4188	05/31/2023	2930	PG & E	7290630706-0-HOWARD PARK BARNS	25.97
4188	05/31/2023	2930	PG & E	7283130664-1-PARK & RIDE MAIN	35.93
4188	05/31/2023	2930	PG & E	1493085298-4-CORP YARD	13.69
4188	05/31/2023	2930	PG & E	2292622148-6-FIRE STATION #2	846.07
4191	05/31/2023	3380	SGROI, CARLO	PER DIEM SBSLI TRAINING CLASS 05/23	150.00
4191	05/31/2023	3380	SGROI, CARLO	SBSLI CLASS 511/BOOKS AND SUPPLIES	61.92
4174	05/31/2023	3595	CALIF. DEPT OF FISH & WILDLIFE	EPIMS-AMA-13940-R2-SUTTER CREEK MAINTENANCE PROJECT	484.00
4192	05/31/2023	3810	TOMMY'S GARAGE	ENG 6200 - REPLACE UPPER/LOWER CONTROL ARM / RIGHT SIDE ALIGN	834.11
4192	05/31/2023	3810	TOMMY'S GARAGE	2021 FORD ESCAPE I4 - LUBE/OIL/FILTER CHANGE	88.91
4194	05/31/2023	3940	UP-COUNTRY POOL CENTER	PW - LEAF SKIMMER/WALL BRUSH/SKIMMER LID	110.60
4195	05/31/2023	4000	VOLCANO TELEPHONE COMPANY	ACCT 63376 06/23	74.90
4195	05/31/2023	4000	VOLCANO TELEPHONE COMPANY	ACCT 63360 06/23	225.63
4195	05/31/2023	4000	VOLCANO TELEPHONE COMPANY	ACCT 100054 06/23	34.98
4195	05/31/2023	4000	VOLCANO TELEPHONE COMPANY	ACCT 100054 06/23	34.97
4195	05/31/2023	4000	VOLCANO TELEPHONE COMPANY	ACCT 94906 06/23	139.95
4193	05/31/2023	3817	TOUCH FREE EXPRESS CAR WASH	POLICE VEHICLE CAR WASH - MAY 2023	235.00
4190	05/31/2023	4405	RICHARDSON & COMPANY LLP	FINAL BILLING FOR AUDIT SRVCS - FY 19/20	11,850.00

Check Num	Check Issue Date	Vendor ID	Payee	Description	Amount
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	DENTAL - CM/FINANCE/HR	154.41
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	DENTAL - PD	443.15
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	DENTAL - PW	278.90
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	DENTAL - ROADS	137.21
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	DENTAL - WW	229.92
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	DENTAL - TERTIARY	36.90
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	DENTAL - COPS	193.90
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	DENTAL - MEASURE M	527.98
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	DENTAL - RESTRICTED PD	274.83
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	VISION - CM/ FINANCE/ HR	32.29
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	VISION - PD	73.78
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	VISION - PW	46.76
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	VISION - ROADS	22.76
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	VISION - WW	52.65
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	VISION - TERTIARY	6.96
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	VISION - COPS	31.05
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	VISION - MEASURE M (FIRE)	84.54
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	VISION - RESTRICTED PD	43.82
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	DENTAL - CM/FINANCE/HR	170.53
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	DENTAL - PD	489.38
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	DENTAL - PW	308.00
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	DENTAL - ROADS	151.52
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	DENTAL - WW	253.91
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	DENTAL - TERTIARY	40.75
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	DENTAL - COPS	214.14
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	DENTAL - MEASURE M	583.06
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	DENTAL - RESTRICTED PD	303.51
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	VISION - CM/ FINANCE/ HR	37.30
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	VISION - PD	85.24
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.	VISION - PW	54.02

Check Num	Check Issue Date	Vendor ID	Payee	Description	Amount
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.		26.30
			VISION - ROADS		
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.		60.82
			VISION - WWTP		
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.		8.04
			VISION - TERTIARY		
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.		35.87
			VISION - COPS		
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.		97.68
			VISION - MEASURE M (FIRE)		
4172	05/31/2023	4745	BENEFIT COORDINATORS CORP.		50.63
			VISION - RESTRICTED PD		
4196	05/31/2023	4765	WEST YOST ASSOCIATES		3,683.47
			WDR RENEWAL ASSISTANCE		
4184	05/31/2023	4900	HR DYNAMICS & PERFORMANCE MGMNT INC.		13,500.00
			MAY 2023 HR SERVICES		
4185	05/31/2023	4905	IONE BAND OF MIWOK INDIANS		700.00
			RETURN EB HALL DEPOSIT - CK #27419		
4189	05/31/2023	5125	PROCLEAN SUPPLY		491.70
			DISINFECTANT/BATH TISSUE/LINER FLAT PACK		
4183	05/31/2023	5180	HOMER & SHALEEN DANIEL		318.50
			REFUND OF CREDIT ON ACCT #1777.01		
4179	05/31/2023	5185	DISTINCTIVE RECOGNITION		8,703.05
			CAL-FIRE 50/50 GRANT PROTECTIVE EQUIPMENT		
4180	05/31/2023	5190	GEDNEY, AMY		93.09
			LUNCH DURING CITY ATTORNEY INTERVIEWS		
4187	05/31/2023	5195	LOW WATER LANDSCAPES, INC.		575.00
			DISCUSSIONS WITH ARBORIST/NURSERY/IRRIGATION / REVIEW OF LWL MATERIALS		
Grand Totals:					79,611.75

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

CITY OF IONE COUNCIL MEETING MINUTES
Meeting of May 16, 2023

Mayor Rhoades called meeting to order at 6:00 PM

A. ROLL CALL:

Present: Stacy Rhoades, Mayor
Jack Mitchell, Vice Mayor
Dominic Atlan, Councilmember
Alison LaFayne, Councilmember
Diane Wratten, Councilmember
Staff: Amy Gedney, Acting City Manager
Sean Cameron, City Attorney
Janice Traverso, City Clerk (6:03 pm)

B. CLOSED SESSION: Council convened to Closed Session to discuss the following:

CONFERENCE WITH LEGAL COUNSEL: Public Employee Appointment – City Manager – Government Code 54957.6

C. REPORT FROM CLOSED SESSION: Council reconvened to Open Session and Mayor Rhoades reported that information was received and direction was given.

CONFERENCE WITH LEGAL COUNSEL: Public Employee Appointment – City Manager – Government Code 54957.6

D. MAYOR RHOADES LED THE PLEDGE OF ALLEGIANCE

E. APPROVAL OF AGENDA:

It was moved by Councilmember Wratten, seconded by Councilmember Atlan and carried to approve the agenda.

AYES: Rhoades, Mitchell, Atlan, LaFayne, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

F. PRESENTATIONS/ANNOUNCEMENTS: None

G. PUBLIC COMMENT:

Oral Custer, Historic Preston Foundation – last month we met with City Manager, Amy Gedney and Police Chief, John Alfred in connection with our interest in the development of a Veterans Academy at Historic Preston. Since that time we have been able to speak to officials of CalFire and staff with legislators. The outcome of the meeting indicated an interest by the City in the Administration

building.

1. Pursuant to Section 11011.1 of the Government Code, approximately sixty-five acres within the interior of the former Preston Youth Correctional Facility in Amador County will be transferred at no cost of the City of Ione from the Department of Corrections and Rehabilitation.
2. The seventeen-acre former staff housing area of the surplus property external to the perimeter of the facility will be acquired through title donation to nonprofit organization Historic Preston Restoration Foundation for the purpose of restoring the residential area for families of military Veterans.
3. The former administration building at Preston Youth Correctional Facility will become offices for City of Ione Fire and Police protection. It is recommended that additional interior areas within the facility be developed as a specialized Career Technical Academy for the families of military Veterans.
4. Historic Preston Foundation will offer to provide for management of the vacant facility for the City of Ione – through state funding that reduces by half the cost of maintenance over the previous 12 years since the facility was closed in June 2011.

David Livingstone, Wildflower:

1. Thanked the Police Chief, Amy Gedney and the rest of the Council for putting in the “stalker”, the City’s sign board on Foothill Drive, which tracks the speed of vehicles—it is working.
2. Thanked staff for some improvements that have been made on the hazards on the fence at Lupine and Foothill Drive.
3. Congratulate the City of Ione and everyone who worked on Homecoming.
4. Having difficult connecting to the new City of Ione website—it has been live since May 15, 2023.

H. INFORMATION ITEMS: None

I. CONSENT CALENDAR:

It was moved by Councilmember Wratten, seconded by Councilmember Atlan and carried to approve the following:

1. Minutes of May 2, 2023
2. Warrants

AYES: Rhoades, Mitchell, Atlan, LaFayne, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

J. 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.

K. REGULAR AGENDA:

1. Train Depot Grant Deed – Joycelyn Limas, City Surveyor from Willdan Engineering gave an overview of the project. The Amador Central Railroad Corporation is requesting the City give a portion of the property at 315 S. Mill Street (where the historic Train Depot currently sits), to ACRC so they can begin the process of refurbishing the depot. ACRC has a 501C status, and is eligible for grants.

Councilmember Atlan requested this item being tabled until the following requirements by State Surplus Land Act - Government Code Sections 65402(a) were completed.

- No real property shall be disposed of until the location, purpose and extent of such disposition has been submitted to and reported upon by the planning agency as to conformity with the adopted General Plan
- All dispositions of surplus land must be approved by the Department of Housing and Community Development before the sale or lease can be finalized.

Leonard Williams, ACRC owns the railroad. We are a 501C3 and want the depot because we have so much invested in the depot and we hate seeing it going back to the earth. We want to fix the depot. Whatever steps that need to be taken, we need to do it a hurry and take over ownership and start getting the funding. We have people wanting to put money into the depot but cannot get it done until we own it.

After discussion by Council, it was moved by Councilmember Wratten, seconded by Councilmember Atlan to designate this surplus land and that this item go to the Planning Commission for additional steps that need to be taken to move it from the City to whomever.

AYES: Rhoades, Atlan, LaFayne, Wratten

NOES: Mitchell

ABSENT: None

ABSTAIN: None

2. Secondary Wastewater Treatment Plant and Tertiary Treatment Plant Overview – Kathryn Gies representing West Yost Engineering presented an update and overview of the efforts that have been completed by West Yost related to our assessment of the City of Ione Wastewater Treatment Plant (WWTP) and Castle Oaks Recycled Water Facility (COWRF). The topics addressed were as follows:
 - Facility Overview
 - Current Wastewater Flows
 - Discharge Permit Overview
 - Key Topics Related to the WWTP

- Key Topics Related to the COWRF

L. REPORTS AND COMMUNICATIONS FROM CITY MANAGER:

- May 19, 2023 - City Attorney interviews.
- May 25, 2023 - Special Districts Committee meeting
- May 22, 2023 – Ad Hoc Budget Committee, draft budget will be presented at the first meeting in June.
- May 22, 2023 – New Building Inspector start date.

M. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA:

Mayor Rhoades:

- Homecoming was great—first time in 15 to 20 years received compliments on the Public Works Department for their hard work during Homecoming
- There is a rut on the horse track that needs repair.

Councilmember Atlan:

- The chain link fence in front of the Elementary School is an eyesore and needs attention—the fence is falling over.

Vice Mayor Mitchell:

- Some websites may be affected by the recent cyber terrorism—cutting of AT&T cables
- Thanked the staff for the information received by Ad Hoc Budget Committee.
- Thanked the Chief Mackey, Chief Alfred and Public Works for making Homecoming fantastic and safe.

Councilmember LaFayne:

- Thanked staff for the information received by the Ad Hoc Finance Committee.
- ACRA Meeting – the budget was discussed. Pool Contract will be presented to the Park & Recreation Commission at their next meeting.that he presents a full picture.
- Would like an update on HR Dynamics, the City's current Human Resource Contractor. Report by HR Dynamics, will be given to the City by the end of June.

N. ADJOURNMENT:

The meeting was adjourned by Councilmember Atlan, seconded by Councilmember Wratten and carried to adjourn the meeting.

Respectfully submitted,

Janice Traverso
City Clerk

CITY OF IONE COUNCIL SPECIAL MEETING MINUTES

Meeting of May 30, 2023

Mayor Rhoades called the meeting to order at 6:00 PM and led the Pledge of Allegiance

A. ROLL CALL:

Present: Stacy Rhoades, Mayor
Jack Mitchell, Vice Mayor
Dominic Atlan, Councilmember
Alison LaFayne, Councilmember
Diane Wratten, Councilmember
Staff: Amy Gedney, Interim City Manager
Janice Traverso, City Clerk

B. APPROVAL OF AGENDA:

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

AYES: Rhoades, Mitchell, Atlan, LaFayne, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

C. REGULAR AGENDA:

1. Appointment of City Attorney – It was moved by Vice Mayor Mitchell, seconded by Councilmember Wratten and carried to adopt Resolution No. 2023-12 authorizing the Mayor to sign the Attorney Client representation agreement with Neumiller & Beardslee for City Attorney Services.

AYES: Rhoades, Mitchell, Atlan, LaFayne, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

D. ADJOURNMENT:

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

Respectfully submitted,

Janice Traverso
City Clerk



CITY OF IONE
IONE, CA 95640

Agenda Item #G3

DATE: JUNE 6, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JANICE TRAVERSO, CITY CLERK

SUBJECT: VACANCY ON PLANNING COMMISSION

RECOMMENDED ACTION:

Accept the resignation of Madison Buccola-Hubert, Planning Commissioner and authorize the City Clerk to advertise for a replacement to fill the unexpired term ending in October 2024.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

BACKGROUND:

On May 25, 2023, Madison Buccola-Hubert submitted a letter of resignation for her seat on the Planning Commission.

DISCUSSION:

The term for Buccola-Hubert's seat will expire on October of 2024.

ATTACHMENTS:

- A. Madison Buccola-Hubert's Resignation

Attachment A

Madison Hubert
821 Quail Court
Ione, CA 95640

City of Ione
RECEIVED

MAY 25 2023

May 22, 2023

X _____
Notes:

Janice Traverso
City Clerk
City of Ione
1 E. Main Street
Ione, CA 95640

Dear Janice Traverso,

I hereby submit my formal resignation from the Planning Commission effective immediately.

Thank you for providing me the opportunity to serve as Commissioner. I have thoroughly enjoyed serving the City of Ione and appreciate the learning experience. I recently accepted a promotion at work and became pregnant. Unfortunately, the demands of work and family mean that I no longer have the time to devote to preparing for and attending commission meetings. I hope you understand. I apologize for any inconvenience this may cause to you and the Commission.

Serving on the Planning Commission has been a great experience and I am happy to have had the opportunity to meet and work with so many wonderful people in planning for the future of Ione. Thank you for your cooperation and patience with me at this time.

Thank you again for this opportunity and I wish you all the best for the future.

Sincerely,



Madison Hubert



*CITY OF IONE
IONE, CA 95640*

Agenda Item #G4

DATE: JUNE 6, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: AMY GEDNEY, INTERIM CITY MANAGER

SUBJECT: 2023 ACRA POOL AGREEMENT

RECOMMENDED ACTION:

Adopt Resolution 2022-2023 authorizing the Interim City Manager to execute the 2023 ACRA Pool Agreement.

FISCAL IMPACT:

ACRA collects the pool fees, and bills the City the difference of what their expenses are after collection of pool fees.

BACKGROUND:

Amador County Recreation Agency, ACRA, operates the pool hours, hires lifeguards, and generally operates the pool. The City maintains the pool for chlorine etc. The school district owns the pool.

DISCUSSION:

At the Parks & Recreation Commission meeting on May 23, 2023, the Commission recommended bringing the ACRA Pool Agreement to City Council for approval.

ATTACHMENTS:

- A. Resolution 2022-2023
- B. ACRA Pool Agreement

RESOLUTION 2022-2023-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE REVISING FEES
FOR THE IONE POOL AND AUTHORIZING THE CITY MANAGER TO EXECUTE
A CONTRACT WITH AMADOR COUNTY RECREATIONAL AGENCY TO
MANAGE THE STAFFING OF THE POOL**

WHEREAS, the City of Ione operates a pool for the recreational enjoyment of the community;
and

WHEREAS, Amador County Recreational Agency, ACRA, has the ability to provide
lifeguards and supervision for operations of the pool; and

WHEREAS, the City of Ione desires to have ACRA provide said services; and

WHEREAS, based on the contract shown as Attachment B, the ACRA staffing costs
will not exceed \$25,000;

NOW THEREFORE BE IT RESOLVED, that the Interim City Manager of the City of
Ione, is authorized to enter in to an agreement with ACRA to Manage the Staffing of the Pool.

The foregoing resolution was duly passed and adopted at a regular meeting of the City Council
of the City of Ione on the 6th day of June 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY OF IONE

Stacy Rhoades, Mayor

ATTEST:

Janice Traverso, City Clerk

ATTACHMENT B

POOL MANAGEMENT AGREEMENT between the City of Ione, a California municipal corporation and the Amador County Recreation Agency for the provision of general oversight of the pool, lessons, lifeguards, & scheduling of the pool operations located at 450 S Mills St, Ione, CA 95640.

AGREEMENT TO PROVIDE SERVICES

Agreement made, effective as of June ___, 2023, by and between the City of Ione, a public entity organized and existing under the laws of State of California, with its principal office located at 1 E Main St, Ione, CA 95640, Amador County, California, referred to in this agreement as “city,” and the Amador County Recreation Agency, of 10877 Conductor Blvd. Suite 100 Sutter Creek, Amador County, California, 95685, referred to in this agreement as “agency.”

RECITALS

City wishes to contract with agency for the services of agency in providing staff, scheduling, oversight and management for the lifeguards at the swimming pool in **Ione**, located at the 450 S Mills St, Ione, CA 95640

- A. . Agency is ready, willing, and able to provide such services as may be required by city.
- B. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE.

SERVICES

A. Agency understands and agrees that it shall provide the above-referenced services to city under and pursuant to this agreement on a weekly, as-needed, basis as city, in its sole discretion, shall request from agency.

B. Agency will hire, schedule, and supervise all lifeguards, pool management, and program personnel. The parties recognize that all such staff shall be employees of agency and not of city.

C. Lifeguard classifications applicable to services to be provided under and pursuant to this agreement shall be limited to those classifications set forth by Exhibit A, which Exhibit may be revised from time to time by mutual agreement between the parties and which Exhibit is attached to this agreement and, by this reference, made a part of this agreement.

D. Agency will provide finger printing services, and qualification research and determination on all lifeguard staff.

E. City is and shall remain responsible for the primary maintenance of the pool, which includes pumps and filters, facilities and the application of the proper pool chemicals.

F. Agency employees shall insure that pool deck area is clear of any pool equipment when pool is open for use.

~~G. Agency will be responsible for providing and maintaining vending machines at the pool~~G. Agency employees will be responsible for the required daily chlorine and PH testing.

H. Agency employees will be responsible for daily cleaning and restocking of the bathrooms.

I. City will be responsible for supplying bathroom supplies including paper towels, toilet paper, soap and cleaning agents.

J. Agency employees will be responsible for vacuuming the pool on a weekly time schedule or more often if it is required.

K. Agency employees will be responsible for filling out the Daily Checklist, included in this agreement as “**Exhibit B.**”

SECTION TWO.

COMPENSATION

For services provided under and pursuant to this agreement and the written requests of city, agency shall be compensated as provided below:

A. Subject to the limitation on total compensation set forth in paragraph (C) below, all staff costs including administration and labor expended by lifeguards in providing services under and pursuant to this agreement.

B. Provided agency is in compliance with paragraph (C) below, the agency shall be paid upon invoice for providing the staff, oversight and management of staff, and pool scheduling.

C. The total cost for services under this agreement shall not exceed twenty-five thousand dollars (\$25,000) for the Term of this Agreement. No compensation shall be paid in addition to this amount without the prior written approval of the City Manager, provided the additional compensation requested is within her contracting authority, or the City Council, if the requested increase exceeds the City Manager’s contracting authority. At any time during this Agreement, should agency anticipate that \$25,000 will not allow it to provide all city-requested services through the end of the Term of this Agreement, it shall promptly advise the City Manager in writing of that fact and of the anticipated compensation it believes will be necessary to provide services that would expected to be provided through the end of the Term. At no time shall services be provided under this agreement if the provision of such services would cause the compensation owed to agency to exceed the amount set forth in this agreement or any additional amount authorized by the City Manager or City Council.

D. ACRA will collect all fees, pool passes, swim lessons, and private party rentals.

SECTION THREE.

PAYMENT

A. Payment for services provided city under and pursuant to this agreement shall be due upon invoice, subject to the terms and conditions of Section Two.

SECTION FOUR.

AGENCY-PROVIDED STAFF

Agency-provided staff who perform services for city under and pursuant to this agreement shall be bound by the provisions of this agreement and agency shall, at the request of city, furnish to city satisfactory evidence to that effect.

SECTION FIVE.

AGENCY REPRESENTATION

Agency represents and warrants that agency and its agency-supplied workers have the right to perform the services required under and pursuant to this agreement without violation of obligations to others, and that agency and its agency-supplied workers have the right to disclose to city all information transmitted to city in the performance of services under and pursuant to this agreement, and agency agrees that any information submitted to city, whether patentable or not, may be used fully and freely by city.

SECTION SIX.

DURATION AND TERMINATION

- A. This agreement shall become effective for the summer recreation season of 2023 (i.e., June 1, 2023 through September 2, 2023). In addition, this agreement may be terminated pursuant to the following:
 - 1. Immediately upon death or incapacity of any person employed or supplied by agency who, in the sole opinion of city, was essential for the successful performance of agency's obligation under and pursuant to this agreement; or
 - 2. By either party, with or without cause at any time, upon thirty days' prior written notice.
- B. The obligations of agency under Sections Five and Six above shall survive any expiration or termination of this agreement.

SECTION SEVEN.

INDEPENDENT CONTRACTOR

The status of Agency is that of an independent contractor and not of an agent or employee of city and, as such, agency shall not have the right or power to enter into any contracts, agreements, or any other commitments on behalf of city.

SECTION EIGHT.

INSURANCE AND INDEMNITY

Agency shall maintain in full force and effect, and upon the request of city, shall furnish evidence satisfactory to city that agency maintains the following insurance coverage:

A. Comprehensive general liability insurance in the minimum amount of \$2,000,000 combined single limit that will cover any and all losses to city property, property of third parties, or personal injuries, including death, caused by the acts or omissions of agency.

B. Agency will carry Workers' Compensation and Employer's Liability Insurance in accordance with applicable law.

C. Indemnity. Each party shall indemnify, defend and hold harmless the other party, to the extent allowed by law and in proportion to fault, against any and all third-party liability for claims, demands, costs or judgment (direct, incidental, or consequential) involving bodily injury, personal injury, death, property damage or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from the acts or omissions of its own officers, agents, employees or approval volunteers carried out pursuant to this agreement.

SECTION NINE.

ASSIGNMENT

The rights and obligations of agency under this agreement are personal to agency and may not be assigned or transferred to any other person, firm, corporation, agency, or other entity without the prior, express, and written consent of city.

SECTION TEN.

ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION ELEVEN.

NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

SECTION TWELVE.

GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California.

SECTION THIRTEEN

PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

SECTION FOURTEEN.

MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION FIFTEEN.

NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

In witness of the above, each party to this agreement has caused it to be executed on the date indicated below.

[Signature, titles and date(s) of signing]

Justin Howard ACRA Director

EXHIBIT A

The scope of work includes a notation of wage increases as of April 1, 2023

1. The hiring and supervision of lifeguard staff by agency. All lifeguards will hold the following certificates:

Mandatory completion of Title 22 Lifeguard Training, CPR & First Aid Certificates

Water Safety Instructor (WSI) is an optional certificate, and is not required to be held to perform lessons.

Hourly Rates:

First year Lifeguard with proper certification. (Lifeguard I): \$15.50 per hour

Experienced Lifeguard with proper certification and two to five years' experience (Lifeguard II): \$16 per hour

Pool Manager/Lead Lifeguard: \$16.00 per hour

Pool Managers are responsible for direct supervision of deck staff, scheduling and facility opening & closing, deposit of gate revenue.

2. ACRA will provide staffing, scheduling and implementation of lessons and special events at the pool in accordance with the requests of city as provided for in Section One of this Agreement.



CITY OF IONE
IONE, CA 95640

Agenda Item #G5

DATE: JUNE 6, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: ANDY PINASCO, CITY ATTORNEY

SUBJECT: SOMACH, SIMMONS, & DUNN AGREEMENT

RECOMMENDED ACTION:

Adopt Resolution 2022-2023-* Authorizing the Interim City Manager to execute a contract with Somach, Simmons, & Dunn for legal services.

FISCAL IMPACT:

The financial terms and conditions of the Attorney-Client Retention and Fee Contract as Special Counsel with SSD will be negotiated during the contracting process. The City Manager will work closely with the Finance Department and City Attorney to ensure the terms and conditions are equivalent to the October 3, 2022, Contract before finalizing the agreement. Regular reports of litigation costs will be made to City Council as the ARSA Litigation proceeds.

BACKGROUND:

Somach, Simmons, & Dunn ("SSD") currently represents the City as attorney of record in the matter of *Amador Regional Sanitation Authority v. City of Ione; California Department of Corrections and Rehabilitation*, Amador County Superior Court Case No. 22-CV-12824 ("ARSA Litigation"). The current SSD Attorney-Client Retention and Fee Contract as Special Counsel is with Prentice Long, P.C., as City Attorney of Ione, dated October 3, 2022. As a result of Prentice Long, P.C. withdrawing as the City Attorney for Ione, SSD will no longer have authority to operate under the October 3, 2022, agreement.

SSD has provided an Attorney-Client Retention and Fee Contract to the City offering to continue representation and advice as special counsel in the ARSA Litigation. In the event SSD is unable to execute an Agreement with the City, SSD will be forced to seek withdrawal as attorney of record with the Court in the ARSA Litigation.

DISCUSSION:

In California, lawyers must obtain a fee agreement with their clients when the lawyer anticipates the fees and costs for representation will exceed \$1,000.

Due to the fact that Prentice Long, P.C. will no longer serve as City Attorney to the City, SSD must obtain a written agreement with the City to continue its representation.

SSD is proposing to contract directly with the City. As the ARSA Litigation is ongoing, and SSD is, and has been, the attorney of record representing the City in the ARSA Litigation, maintaining this relationship will avoid delay and loss of institutional knowledge resulting from engaging new special counsel to represent the City.

SSD's proposal to contract directly with the City will not alter any the character of any previous privileged communications between the City and SSD. Rather, SSD's proposal is merely a formality to comply with California law to obtain a written agreement with the City as SSD's October 3, 2022, Attorney-Client Retention and Fee Contract as Special Counsel due to the fact that the current agreement with Prentice Lone, P.C. will no longer be valid.

Authorizing the City Manager to execute the Agreement proposed by SSD will ensure that the City continues to be represented in the ARSA Litigation.

ATTACHMENTS:

- A. Resolution 2022-2023-*
- B. SSD Agreement

RESOLUTION 22-23-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE
AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A CONTRACT WITH
SOMACH, SIMMONS, AND DUNN FOR LEGAL SERVICES**

WHEREAS, the City desires assistance for legal issues, and

WHEREAS, Somach and Dunn has been providing said services through a separate contract with Prentice Long as Special Counsel to the City to represent or advise the City in connection with litigation arising from a Complaint for Injunctive and Declaratory Relief filed on or about September 20, 2022, entitled Amador Regional Sanitation Authority v. City of Ione; California Department of Corrections and Rehabilitation, Amador County Superior Court Case No. 22-CV-12824; and

WHEREAS, Prentice Long is no longer of counsel to the City of Ione; and

WHEREAS, the City of Ione still desires to have Somach, Simmons, and Dunn provide legal services for said matter.

NOW THEREFORE BE IT RESOLVED, that the City Council does hereby authorize the Interim City Manager to execute a contract for professional services with Somach, Simmons, and Dunn for legal services.

The foregoing resolution was duly passed and adopted at a regular meeting of the City Council of the City of Sutter Creek on the 6th day of June 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Stacy Rhoades, Mayor

Janice Traverso, City Clerk



500 CAPITOL MALL, SUITE 1000, SACRAMENTO, CA 95814
OFFICE: 916-446-7979 FAX: 916-446-8199
SOMACHLAW.COM

April 13, 2023

Via Electronic Mail

Amy Gedney
Acting City Manager
City of Ione
1 East Main St.
P.O. Box 398
Ione, California 95640
Email: agedney@ione-ca.com

Re: Attorney-Client Retention and Fee Contract as Special Counsel

Dear Ms. Gedney:

This document (Agreement) is the written attorney-client retention and fee contract that California law requires lawyers to have with their clients, pursuant to California Business and Professions Code section 6148. Somach Simmons & Dunn, A Professional Corporation (SSD or we/us), will provide Special Counsel services to the City of Ione (City or you) on the terms set forth below.

1. CONDITIONS. SSD's current Attorney-Client Retention and Fee Contract as Special Counsel is with Prentice Long, P.C., as City Attorney of Ione, dated October 3, 2022. SSD currently provides legal services as outlined pursuant to the October 3rd agreement. SSD will no longer have authority to operate under the October 3rd agreement upon Prentice Long, P.C.'s official withdrawal as the City Attorney.

This Agreement will not take effect, and we will have no obligation to provide legal services, until you return a signed copy of this Agreement. To the extent that you do not return a signed copy of this Agreement on or before the date that the current City Attorney of Ione officially withdraws, SSD will be forced to seek withdrawal as attorney of record with the Court in the matter of *Amador Regional Sanitation Authority v. City of Ione; California Department of Corrections and Rehabilitation*, Amador County Superior Court Case No. 22-CV-12824.

<p>PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION</p>
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Amy Gedney, Acting City Manager

City of Ione

Re: Attorney-Client Retention and Fee Contract as Special Counsel

April 13, 2023

Page 2

2. **SCOPE OF SERVICES.** You are hiring us as Special Counsel to the City to represent or advise you in connection with litigation arising from a Complaint for Injunctive and Declaratory Relief filed on or about September 20, 2022, entitled *Amador Regional Sanitation Authority v. City of Ione; California Department of Corrections and Rehabilitation*, Amador County Superior Court Case No. 22-CV-12824. We will also represent or advise you, as directed, in connection with potential litigation and/or settlement discussions with HASA, Inc. We will provide those legal services reasonably required and requested to represent and advise you on the described matters, and on other related matters that you subsequently request and we agree to undertake on your behalf. We will take reasonable steps to keep you informed of progress and to respond to your inquiries. We will communicate to the City through Amy Gedney, unless we are instructed otherwise. Theresa C. Barfield and Michelle E. Chester will be the principal attorneys in charge of your matter. Kelly M. Doyle is the associate attorney assigned to assist in this matter. Other attorneys in this firm will support our efforts as needed. Unless you and SSD make a modification in writing, this Agreement will govern all future services we may perform for you.
3. **CLIENT'S DUTIES.** You agree to cooperate with us and be reasonably available to confer with us upon request, to keep us informed of developments, and to disclose to us all facts and circumstances of which you are aware that may bear upon our handling of the matter. You agree to provide us with such documents and information as you may possess relating to the matter, to abide by this Agreement, to pay our bills on time, and to keep us advised of your address, telephone number, and whereabouts.
4. **LEGAL FEES AND BILLING PRACTICES.** You agree to pay by the hour at our prevailing rates for time spent on your matter by our legal personnel. We record our time, and will bill you, to the nearest one-tenth hour. Our current hourly rates for legal personnel (and other billing rates) are set forth on the attached Rate Schedule. These rates are reviewed and adjusted periodically, but not more frequently than annually. We will send you a proposed revision to our rates before effectuating any adjustment. The revised schedule of rates will apply after each adjustment.

We will charge you for the time we spend on telephone calls relating to your matter, including calls with you, representatives of the City of Ione and expert consultants. The legal personnel assigned to your matter will confer among themselves about the substantive legal, tactical, and strategic issues pertaining to the matter, and with consultants and other persons who may have information regarding your matter, as required. When they do confer, each of the legal personnel will charge for the time expended.

<p style="text-align: center;">PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION</p>
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Amy Gedney, Acting City Manager

City of Ione

Re: Attorney-Client Retention and Fee Contract as Special Counsel

April 13, 2023

Page 3

Likewise, if more than one of our legal personnel attends a meeting, court hearing, or other proceeding, each will charge for the time spent. We will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

5. **COSTS AND OTHER CHARGES.** We will incur various costs and expenses in performing legal services under this Agreement. The cost of normal photocopying, long distance telephone calls, postage, and other small miscellaneous expenses as to which individual itemization is impractical are covered and included within our billing rates. All other costs, such as expert consultant and investigation fees, airfare, air charter, mileage at the IRS reimbursement rate, lodging, meals, deposition transcripts, document databasing if requested by you, filing fees, computerized legal research, unusual photocopying and staff overtime, if and to the extent required, are billed directly on a pass-through basis as a cost advanced by us. We generally do not pass through our secretarial overtime costs unless the overtime is required due to unanticipated time constraints or other urgencies that arise in the matter. In case of significant costs, such as, for example, fees to employ consultants, we will ask that you deposit an estimate of those costs with us.
6. **BILLING STATEMENTS.** Our billings are calculated and submitted on a monthly basis. The billings are accompanied by a computer-generated statement setting forth a description of the services performed, the date of the work, the amount of time spent, and the identity of the person performing the work. Each statement will be due and payable upon presentation, and overdue thirty (30) days after the date of billing. Your account is considered current when payment is made within thirty (30) days of the billing date. We will send the original monthly statement to you at the address above, unless you instruct us otherwise.

If your account becomes delinquent, we have established collection procedures which may include stopping all legal services of a non-emergency nature. Contrary to our anticipation, if that situation should arise and exist for a period of sixty (60) days, we will ask you for, and you agree to execute, a stipulation allowing us to withdraw as your counsel of record.

7. **DISCHARGE AND WITHDRAWAL.** You may discharge us at any time, and without cause, by giving us written notice of termination. We may withdraw with your advance written consent, or at any time after having given you written notice and a reasonable period within which to retain the services of other counsel.

Amy Gedney, Acting City Manager

City of Ione

Re: Attorney-Client Retention and Fee Contract as Special Counsel

April 13, 2023

Page 4

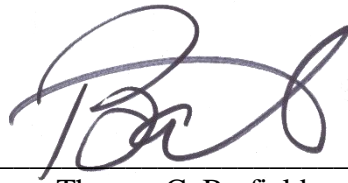
When our services conclude, all unpaid charges will become due and payable immediately. After our services conclude, we will, on your request, deliver your file to you, along with any funds or property of yours in our possession.

8. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your matter. We make no such promises or guarantees. Our comments about the outcome of your matter are expressions of opinion only.
9. **COMMUNICATIONS.** We encourage you to contact us at any time you have any questions whatsoever concerning our representation of you. Although electronic mail is a convenient and cost-effective method of communicating, it should not be relied upon for time sensitive or mission critical items. Due to conditions beyond our control, SSD cannot guarantee that electronic mail messages will be delivered on time, or at all.
10. **OTHER REPRESENTATION.** You acknowledge that SSD has disclosed that they represent the California Department of Corrections and Rehabilitation (CDCR) on unrelated matters. SSD represents that it does not have conflicts of interest with respect to services and matters that are specifically identified within the scope of this Agreement. You agree that SSD's representation of the City on the matters specifically described in this Agreement shall not affect SSD's ability to represent CDCR. In the event that a future potential conflict arises between SSD's representation of CDCR and of you, you and SSD will discuss the potential need to withdraw from or terminate this Agreement, and/or a waiver of any such potential conflict. You agree that in the event of any such withdrawal or termination, you waive any conflict regarding SSD's continued representation of CDCR, and you shall not object to SSD's continued representation of CDCR. You agree that SSD's representation of you on this matter shall not affect SSD's ability to represent CDCR on any unrelated matter, and you expressly waive any potential conflict of interest related thereto.
11. **EFFECTIVE DATE.** This Agreement will take effect when you have performed the conditions stated in paragraph 1, but its effective date will be retroactive to the date we first performed services. The date at the beginning of this Agreement is for reference only.

Amy Gedney, Acting City Manager
City of Ione
Re: Attorney-Client Retention and Fee Contract as Special Counsel
April 13, 2023
Page 5

Even if this Agreement does not take effect, you will be obligated to pay us the reasonable value of any services we may have performed for you.

SOMACH SIMMONS & DUNN
A Professional Corporation

By 
Theresa C. Barfield
Attorney

Enclosure: (Schedule of Rates)

<p>PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION</p>
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Amy Gedney, Acting City Manager

City of Ione

Re: Attorney-Client Retention and Fee Contract as Special Counsel

April 13, 2023

Page 6

I/We have read and understood the foregoing terms and those set forth on the attached Schedule of Rates and agree to them, as of the date Somach Simmons & Dunn, A Professional Corporation, first provided services. If more than one party signs below, we each agree to be liable, jointly and severally, for all obligations under this Agreement.

CITY OF IONE

By_____

Amy Gedney

Acting City Manager

**PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**



500 CAPITOL MALL, SUITE 1000, SACRAMENTO, CA 95814
OFFICE: 916-446-7979 FAX: 916-446-8199
SOMACHLAW.COM

SCHEDULE OF RATES

KEY PERSONNEL:

Theresa C. Barfield \$410.00
Michelle C. Chester \$290.00
Kelly M. Doyle..... \$240.00

Shareholders	\$340.00 to \$540.00
Associates	\$240.00 to \$300.00
Of Counsels	\$410.00 to \$460.00
Paralegals and Law Clerks	\$150.00 to \$230.00

NOTE: The Schedule of Rates will be reviewed and may be modified. Clients will receive 30 days' notice of any modification in the Schedule of Rates. Rates for new attorneys will be forwarded to the client within a reasonable time after the new attorney begins work under this contract. All out-of-pocket costs and expenses will be billed to clients at our cost. An interest charge will be added to all bills that are unpaid in excess of 30 days.

(06/22.PUN)

<p>PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION</p>
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CITY OF IONE
IONE, CA 95640

Agenda Item #G6

DATE: JUNE 6, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: AMY GEDNEY

SUBJECT: REVISION TO CITY ATTORNEY CONTRACT

RECOMMENDED ACTION:

For information only.

BACKGROUND:

At the special meeting on May 30, 2023, the Council adopted a Resolution entering into a contract with Neuman Beardslee for City Attorney services. The Council requested several changes be made. Attached is the revised contract with said changes.

ATTACHMENTS:

A. City Attorney Agreement



Neumiller & Beardslee

ATTORNEYS AND COUNSELORS | EST. 1903

A Professional Corporation

ATTORNEY-CLIENT REPRESENTATION AGREEMENT

THIS AGREEMENT (“**Agreement**”) is entered into by and between Neumiller & Beardslee, A Professional Corporation (“**Firm**”) and the City of Ione (“**Client**”).

SECTION 1 CONDITION

If this Agreement accurately describes the services the Firm is to perform for you and the terms for payment of the resulting legal fees and expenses that you will incur, please countersign one of the duplicate originals of this letter and return it to us. **THIS AGREEMENT WILL TAKE EFFECT AS PROVIDED BY SECTION 18.**

SECTION 2 SCOPE AND NATURE OF SERVICES

Client hires the Firm to provide legal services and to perform all normal and usual duties of a City Attorney, including, without limitation, those specified in the California Government Code, and shall serve as a chief legal advisor to client. This Agreement also covers other legal matters which Client may refer to the Firm from time to time and which the Firm agrees to represent Client. Firm will provide those legal services reasonably required to represent Client. The Firm will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Services in any matter not described above will require a separate written agreement.

SECTION 3 ATTORNEY-CLIENT CONFIDENTIALITY

This Agreement contains attorney work product prepared only for the confidential use of the Client and is subject to the attorney-client privilege.

SECTION 4 CLIENT’S DUTIES

Client agrees to be truthful with the Firm, to cooperate, to keep the Firm informed of any information or developments which may come to Client’s attention that impact the services provided by the Firm. Client agrees to abide by this Agreement, pay the Firm’s invoices on time, and to keep the Firm advised of Client’s address, telephone number and whereabouts. Client will assist the Firm in providing necessary information and documents and will appear when necessary at legal proceedings.

SECTION 5 BILLING PRACTICES, INVOICES, PAYMENTS, AND LATE CHARGES

A. **Separate Files for Matters.** The Firm will typically set up separate files for each matter for which we provide service and will invoice those files to you under the assigned matter names. When the Firm's services are completed for a matter, the Firm will separately close and then store the closed files. The Firm may classify small matters that do not warrant setting up separate files as part of a "general" category and will invoice those matters under the "general" matter (although separate files will be opened for minor work if you request).

B. **Billing Factors.** The Firm takes into account a number of factors in billing for services rendered, and all invoices are reviewed before they are issued to ensure that the amount charged is appropriate. The principal factor is usually the Firm's schedule of hourly rates. Most invoices for services are simply the product of the hours worked, multiplied by the hourly rates for the attorneys and legal assistants who performed the work.

C. **Activities Billed.** The Firm will charge for all activities undertaken in providing legal services to Client under this Agreement, including but not limited to the following: (i) conferences (including preparation and participation); (ii) review and preparation of correspondence and legal documents; (iii) legal research and case analysis; and (iv) telephone and e-mail communications. The Firm will charge for the performance of work by individual matter on an hourly basis.

D. **Use of Multiple Attorneys.** Depth and diversity of experience and skill is a major asset of the Firm. From time to time, it will be reasonable and necessary for two or more attorneys to meet or confer regarding the facts, law, strategy or tactics of a situation, in order to provide services to Client in the most efficient, prudent, and cost-effective manner. When two or more of the Firm's personnel are engaged in working on a matter at the same time, such as in conferences between them, or with Client, the Firm will review and consider the subject of the work and the reasonable necessity of having multiple personnel involved in determining whether the total amount billed for such conferences, consultations or meetings should be invoiced.

E. **Monthly Statements.** The Firm will send Client monthly statements reflecting attorney fees and costs incurred and their basis, any amounts applied from Client's trust account deposits, and any current balance owed. Client will pay any balance in full upon receipt. Any balance remaining unpaid after thirty (30) days will incur late charges at the rate of eighty-three one hundredths of one percent (0.83%) per month, simple interest, but in no event higher than the maximum interest rate permitted by law.

SECTION 6 LEGAL FEES

Client agrees to pay by the hour, at the Firm's prevailing rates, for all time spent on Client's matter by legal personnel. Our time is billed in increments of not less than one-tenth of an hour for each task performed at a time and rounding up for each partial increment. In addition, we will generally bill a minimum of two-tenths of an hour for each task given administrative costs and lost productivity associated with shifting attention from task to task. All time recorded on a given day may be recorded in one entry and in certain situations may be recorded in one entry for all days spent on a matter. The rates

on the schedule set out below are subject to change in accordance with Section 6.D below. If Client declines to approve or pay increased rates, the Firm will have the right to withdraw as attorney for Client. The current hourly rates for legal personnel are as follows.

- A. Specific Attendance at Meetings. For attendance at the City Council meetings and on-site meetings with City staff, Client agrees to pay by the hour, at the Firm's reduced hourly rate of \$250 per hour. Attorney shall not bill for non-productive travel time between the Firm's office in the City of Stockton, and Ione City Hall.
- B. General Legal Services. For hours other than those set forth in Sections 6.A and 6.C, Client agrees to pay at the Firm's blended hourly rate of \$295 per hour, as may be adjusted in accordance with Section 6.D below.
- C. Litigation Legal Services. For hours involving representation of the Client in civil litigation to which Client is a party, Client agrees to pay \$350 per hour, as may be adjusted in accordance with Section 6.D below.
- D. Compensation Adjustments. On or before the last day of the fiscal year of each year occurring during the term of this Agreement, Firm shall submit to the City Manager for review and approval a Schedule of Firm's billing rates setting forth the hourly rates or retainer terms, or both, and rates therefore which will be effective commencing on the first day of each said fiscal year through and including the end of said fiscal year. Any increase to Firm's billing rates in excess of cost of living adjustment shall require approval by City Council.

SECTION 7 COSTS AND OTHER CHARGES

A. **General.** The Firm will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, out-of-country long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs, including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at the Firm's cost.

In-office photocopying (black/white copies)	\$0.25 per page
In-office photocopying (color copies)	\$1.00 per page
Facsimile charges	\$1.00 per page
Mileage	IRS Allowable Rate

B. **Out of town travel.** Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel to the Firm's personnel. Client will also be charged the hourly rates for the time the Firm's personnel spend traveling.

C. **Experts, Consultants and Investigators.** To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witness, consultants or investigators. Client agrees to pay such fees and charges. The Firm will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

D. **Court Action or Arbitration.** If the matter involves a court action or arbitration, Client understands that Client may be required to pay fees or costs, or both, to other parties in the action. Any such payment will be entirely the responsibility of Client.

SECTION 8 ESTIMATED FEES AND COSTS

From time to time, estimates of fees and costs likely to be incurred in a given matter or if a given course of action is pursued may be provided by the Firm. Any estimate provided to Client at any time is only an estimate and is not a flat fee or a not-to-exceed amount. Actual legal fees can vary widely depending upon the circumstances of the matter, including the number of meetings, the number of changes required to documents, and how much coordination with third parties is required to obtain information or for other purposes. The estimate also *excludes* any costs or amounts necessary to be paid to third (3rd) parties to complete the work, unless such fees or amount are specifically noted in the estimate. The Firm does not guarantee that actual fees and costs will fall within any estimate provided.

SECTION 9 NO GUARANTY OF OUTCOME

Nothing in this Agreement and nothing in the Firm's statements to Client will be construed as a promise or guarantee about the outcome of the matter. While the Firm will make every effort to achieve favorable results for Client, the Firm makes no promise or guarantee of any result. The Firm's comments about the outcome of the matter are expressions of opinion only.

SECTION 10 LITIGATION REPRESENTATION

If this matter involves litigation, the Firm will represent Client through trial and post-trial motions. This Agreement does not cover representation on appeal or in execution proceedings after judgment unless specifically included in the scope of representation above. Separate arrangements must be agreed to between the Firm and Client for appeals or for execution proceedings after judgment.

SECTION 11 TAX ADVICE AND REPRESENTATION

The Firm will not provide tax advice or representation with or before taxing agencies or authorities, however, we will be happy to work with your tax professional or CPA to coordinate results intended to implement their advice or strategies, but not in any way that could be construed to violate matters specified in the *IRS Circular 230 Disclosure*, which provides that any U.S. tax advice contained in a communication shall not be used for and cannot be used for: (i) purposes of avoiding any tax related penalties that may be imposed under Federal tax laws, or (ii) the promotion, marketing or recommending to another party of any transaction or matter for such purposes.

SECTION 12 CONFLICTS OF INTEREST

Pursuant to *California Rules of Professional Conduct*, an attorney must avoid representation of adverse interests. Adverse interests may be in the form of actual or potential conflicts. An actual conflict of interest typically exists when the attorney is representing or has previously represented a party whose interests are adverse to Client's interests in the present matter. A potential conflict occurs where representation of Client in the current matter could develop into an actual conflict in the future. In the event of an actual or potential conflict, the Firm may, and in some cases must, withdraw from Client's representation, or in some cases the Firm may proceed with representation after fully informing Client of the actual or potential conflict and obtaining the written consent of Client and any other necessary parties. Conflicts that would cause the Firm to be in violation of any provision of the *California Rules of Professional Conduct, Business and Professions Code*, or any other applicable law cannot be waived by the client, and the Firm will be required to withdraw as counsel. **IF CLIENT IS AWARE OF ANY ACTUAL OR POTENTIAL CONFLICT, CLIENT MUST NOTIFY THE FIRM BEFORE SIGNING THIS AGREEMENT.**

SECTION 13 ELECTRONIC RESOURCES AND CLOUD STORAGE

To increase the Firm's efficiency for the Client, the Firm regularly makes use of email and cellular telephone communications. These technologies are not encrypted and although the Firm believes the risk is slight, there is some possibility that confidential communications with the Client could become compromised. The Firm also makes use of off-site computer storage facilities which, although such facilities are encrypted and password protected, does expose communications and material kept at the computer storage facility or "in the cloud" to possible compromise. By agreeing to the Firm's representation, Client consents to the Firm's use of these technologies.

SECTION 14 CLIENT FILES

At the termination of services under this Agreement, or as the Firm completes individual matters for Client and closes the active files for those matters, the Firm will release promptly to Client, upon Client's request, all of Client's papers and property as to the closed matters, subject to any protective order or nondisclosure agreement. After five (5) years have passed, since the termination of services under this Agreement or from the closing date of particular client matters under this Agreement, the Firm may dispose of Client's papers and property. If Client desires to have the Firm retain Client's papers and property beyond five (5) years, after the termination of such services, Client must make separate arrangements with the Firm. "Client's papers and property" include correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client paid for them or not, to the extent necessary to avoid prejudicing Client's interest, and including electronic versions of those documents as available.

SECTION 15 WITHDRAWAL AND TERMINATION OF REPRESENTATION

The Client has the right to terminate the Firm as Client's attorney at any time, in which case the Client will advise the Firm of that decision, in writing. The Firm reserves the right to withdraw from

representing the Client, if the Client fails to follow the terms of this Agreement, if the Client has misrepresented or failed to disclose material facts to the Firm, or if the Client has not followed the Firm's advice. If the Firm is required to file a motion to withdraw as attorney, the Client agrees that any of the above will constitute good cause for withdrawal. Good cause for withdrawal will also be any circumstance that would render the Firm's continuing representation unlawful or unethical. On termination of the Firm, the Client will be responsible for obtaining new counsel and for paying the balance due to the Firm for costs and services rendered to the time of termination.

SECTION 16 INTEGRATION CLAUSE

This Agreement, when signed by Client, is the sole Agreement between the Firm and the Client with regard to the matters it addresses unless an Advance Deposit Agreement, Joint Representation Agreement or Grant of Lien Agreement have also been entered into between Firm and the Client, in which case those agreements are applicable and will also be a part of the overall agreement between the Firm and Client. No prior agreement, arrangement, or understandings pertaining to those matters is effective for any purpose. This Agreement may only be changed by a writing signed by both parties or an oral agreement but only to the extent that the parties perform the oral agreement.

SECTION 17 SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

SECTION 18 EFFECTIVE DATE

The effective date of this Agreement will be the date on which the Firm is in receipt of a copy of this Agreement, fully signed by Client, along with any advance deposit if one was requested. The attorney-client relationship will commence on the effective date of this Agreement, except that the terms of this Agreement and the attorney-client relationship will apply to any work that the Firm may have done for Client's benefit before the date of this Agreement. **THE FIRM HAS NO OBLIGATION TO PROVIDE LEGAL SERVICES, UNTIL YOU RETURN AN EXECUTED COPY OF THIS AGREEMENT TO THE FIRM. IF YOU FAIL TO RETURN AN EXECUTED COPY OF THIS AGREEMENT TO THE FIRM, YOU ARE STILL OBLIGATED TO PAY FOR SERVICES PERFORMED AT YOUR REQUEST.**

SECTION 19 MEDIATION

If a dispute arises out of or relating to any aspect of this Agreement between Client and Law Firm, or the breach thereof, and if the dispute cannot be settled through negotiation, Law Firm and Client agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

SECTION 20 ARBITRATION

A. **Arbitration of all Disputes Including Claims of Malpractice.** Any controversy between the parties regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, shall be submitted to binding arbitration upon the written request of either party after the service of that request on the other party. The parties shall appoint one person to hear and determine the dispute. If the parties cannot agree, then the arbitration service *Judicial Arbitration and Mediation Service* (“JAMS”) shall be asked to choose an impartial arbitrator pursuant to their rules whose decision shall be final and conclusive on all parties. The Firm and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with *Code of Civil Procedure Section 1283.05*. The parties shall bear their own legal fees and costs for all claims. The sole and exclusive venue for the arbitration and or any legal dispute shall be San Joaquin County, California.

B. **Binding Arbitration.** If there is any disagreement between the parties concerning fees, this Agreement or any other claim, including a claim of attorney malpractice, relating to the legal matter that arises out of the Firm’s legal representation, the Client agrees to submit that dispute to binding arbitration, under the rules of JAMS.

C. **Alternative State Bar Arbitration of Fees.** In any dispute subject to the jurisdiction of the State of California over attorney’s fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in *California Business and Professions Code Section 6200, et seq.* rather than using the procedures set out in **Subsection B** of this Section. The State Bar of California procedures permit a trial after arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. If, after receiving a notice of Client’s right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within thirty (30) days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in **Subsection B** of this Section.

D. **Disclosures and Confirmation Regarding Arbitration.** Because each party is giving up a right, Client is encouraged to have independent counsel of Client’s choice review these arbitration provisions and this entire Agreement before signing this Agreement. Client and the Firm confirm that they have read and understand **Subsections A through D** of this Section, and voluntarily agree to binding arbitration. In doing so, Client and the Firm voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to an appeal.

Client _____ / _____ The Firm _____

SECTION 21 USE OF SCANNED AND ELECTRONIC SIGNATURES

By agreeing to the Firm’s representation, Client agrees that scanned counterparts of this Agreement that have been signed by and exchanged between Client and the Firm will be deemed binding and effective in the same manner as signed original documents.

AGREED AND ACCEPTED this _____ day of _____, 2023.

Amy Gedney, Interim City Manager
City of Ione

Andrew J. Pinasco
Attorney at Law

Date

ENCLOSED ARE TWO (2) ORIGINALS OF THIS AGREEMENT. IF THE TERMS OF THIS AGREEMENT MEET WITH YOUR APPROVAL, PLEASE SIGN ONE (1) ORIGINAL AGREEMENT AND RETURN TO ME IN THE ENCLOSED RETURN ENVELOPE. YOU MAY RETAIN THE OTHER ORIGINAL FOR YOUR FILE. IF PREFERRED, YOU MAY SEND THE SIGNED AGREEMENT TO THE FIRM BY FACSIMILE OR BY EMAIL IN PDF FORMAT.



CITY OF IONE
IONE, CA 95640

Agenda Item #H1

DATE: JUNE 6, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: KASEY GUEVARA, ADMINISTRATIVE ANALYST

SUBJECT: CDBG-CV1 2020 – Ione Emergency Small Business Loan Program Closeout Hearing

RECOMMENDED ACTION:

- A. Hold a public hearing to receive input regarding the CDBG program.
- B. Adopt Resolution 2022-2023-* Approving the closeout of the CDBG-CV1 2020 – Ione Emergency Small Business Loan Program.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

BACKGROUND:

The Department of Housing and Community Development administers the Community Development Block Grant Program (CDBG). CDBG created the Emergency Small Business Loan Program that local agencies could apply for and be dispersed to any local business that qualified. The City of Ione applied for the Program and was granted \$63,000. On August 3, 2021 the Council approved the City's participation in the Program and began implementing it in October 2021.

Applicants were able to request up to \$5,000 and they needed to have been in business since January 2019. Applicants were also required to abide by the following requirements:

- Have a current City of Ione Business License
- Operate the business within the City Limits of Ione
- Have less than 25 full time equivalent employees prior to March 1, 2020
- A maximum of 4 part-time employees if used
- Not be in default of taxes owed to any government entity
- Must have been able to provide financial information prior to March 1, 2020 (income/expense report)

The loan amount issued was forgiven by the City as long as the business was still operating six months after disbursement. All loans were completed/forgiven as of June 2022. Through the Program, the City was able to assist eleven local businesses in the community.

DISCUSSION:

The CDBG-CV1 2020 grant has been expended, the COVID emergency has ended, thus, staff is requesting that the City Council formally close the grant.

ATTACHMENTS:

- A. Resolution 2022-2023-**
- B. CDBG Completion Report Form
- C. CDBG Combined Closeout Package

RESOLUTION NO. 2022-2023-*
RESOLUTION FOR THE CITY OF IONE
AUTHORIZING THE CDBG-CV1 2020, IONE SMALL BUSINESS LOAN PROGRAM
BLOCK GRANT (CDBG) CLOSEOUT

WHEREAS, a public hearing was to discuss the accomplishments of the CDBG-CV1 2020 and to consider the closeout of the grant; and

WHEREAS, the CDBG Program is a state pass-through plan which receives its funding from the federal Department of Housing and Urban Development; and

WHEREAS, on August 19, 2021 the City was awarded \$63,003 from the CDGB Program; and

WHEREAS, CDBG funds benefited Ione businesses impacted by the Covid-19 pandemic through the issuance of \$5,000 maximum amount loans; and

WHEREAS, the following activities are how the City expended the funds and are being recommended for closeout:

1. Administration Overhead \$9,803
2. Small Business Loans \$53,200

WHEREAS, the City provided loans to eleven different local businesses aiding in pandemic recovery; and

WHEREAS, local businesses were required to abide by the requirements outlined in Small Business Loan Program; and

WHEREAS, loan amounts were forgiven if the business was still operating six months after loan disbursement; and

WHEREAS, the \$9,803 provided for Administration Overhead was provided to staff for the management of the grant and the remaining \$53,200 in grant funds were distributed to local businesses.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ione authorizes the grant closeout of the CDBG-CV1 2020, Ione Small Business Loan Program Block Grant (CDGB).

PASSED, APPROVED AND ADOPTED this sixth day of June, 2023 by the following recorded vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stacy Rhoades, Mayor

ATTEST:

Janice Traverso, City Clerk

Completion Report

Instructions: The Completion Report must be submitted as part of the CDBG Combined Closeout Package.

Select the appropriate National Objective and Matrix Code from the dropdown menus below. Once selected, click the checkbox identified in the instructions in red text. Enter data in the relevant fields in the Activity Accomplishments Tab of the spreadsheet. This data should be an aggregate of all accomplishments realized through the activity. This data may be gathered from the activity's Annual Performance Report (APR) Form.

If the activity resulted in relocation or displacement, complete the Relocation and Displacement tab of the spreadsheet.

Activity Title:

Program Year: Funding Source:

Award/Contract #: Completion Date:

Grantee Information

Grantee Name:

Grantee Address:

(Number and Street)

(City) (State) (Zip)

Activity Information

National Objective:

Matrix Code:

- | | | | | | |
|--------------------------------|---------------------------------|---------------------------------|---|------------------------------------|---|
| <input type="checkbox"/> LMA 1 | <input type="checkbox"/> LMC 1 | <input type="checkbox"/> LMH 1 | <input type="checkbox"/> LMJ 1 | <input type="checkbox"/> SB_URG 1 | <input type="checkbox"/> Matrix Code 5 |
| <input type="checkbox"/> LMA 2 | <input type="checkbox"/> LMC 2 | <input type="checkbox"/> LMH 2 | <input checked="" type="checkbox"/> LMJ 2 | <input type="checkbox"/> SB_URG 2 | <input type="checkbox"/> Matrix Code 15 |
| | <input type="checkbox"/> LMC 3 | <input type="checkbox"/> LMH 3 | <input type="checkbox"/> LMJ 3 | <input type="checkbox"/> SB_URG 3 | |
| <input type="checkbox"/> LMA 4 | <input type="checkbox"/> LMC 4 | <input type="checkbox"/> LMH 4 | <input type="checkbox"/> LMJ 4 | <input type="checkbox"/> SB_URG 4 | |
| <input type="checkbox"/> LMA 5 | <input type="checkbox"/> LMC 5 | <input type="checkbox"/> LMH 5 | | <input type="checkbox"/> SB_URG 5 | |
| <input type="checkbox"/> LMA 6 | <input type="checkbox"/> LMC 6 | <input type="checkbox"/> LMH 6 | | <input type="checkbox"/> SB_URG 6 | |
| <input type="checkbox"/> LMA 7 | <input type="checkbox"/> LMC 7 | <input type="checkbox"/> LMH 7 | | <input type="checkbox"/> SB_URG 7 | |
| | <input type="checkbox"/> LMC 8 | <input type="checkbox"/> LMH 8 | | <input type="checkbox"/> SB_URG 8 | |
| | <input type="checkbox"/> LMC 9 | <input type="checkbox"/> LMH 9 | | <input type="checkbox"/> SB_URG 9 | |
| | <input type="checkbox"/> LMC 10 | <input type="checkbox"/> LMH 10 | | <input type="checkbox"/> SB_URG 10 | |
| | <input type="checkbox"/> LMC 11 | <input type="checkbox"/> LMH 11 | | <input type="checkbox"/> SB_URG 11 | |
| | <input type="checkbox"/> LMC 12 | | | | |

Name: Title:

Date:

Accomplishment Narrative

The funds received through Award ID 20-CDBG-CV1-00001 were utilized to assist small businesses in the City of Ione with the fiscal impact of the COVID-19 Pandemic, the purpose of these funds and what they were utilized for were, Operating Expenses and working capital (primary expenses, payroll, insurance and lease payments), Furniture, Fixtures, and Equipment (Support operational needs to address COVID requirements for opening and operating), and Capital Improvements (Limited to responding to modifications required to address COVID related impacts (e.g. drive thru, curbside pickup, no touch entries.)). This was all completed through an application process to verify that the businesses did in fact need the assistance, all loans the loans that were awarded were handled as forgivable loans (much like the PPP) and as of the closeout of this project all loans were forgiven, effectively allowing us to assist local businesses.

Accomplishment Information

Performance Measurement Type(s):

Jobs:

Race/Ethnicity	Race	Hispanic /Latino	N/A
White	5	1	
Black / African American			
Asian			
American Indian / Alaskan Native			
Native Hawaiian / Other Pacific Islander			
American Indian / Alaskan Native & White			
Asian & White			
Black / African American & White			
American Indian / Alaskan Native & Black / African American			
Other Multi-Racial			
Total:	5	1	

Income Information

Extremely Low (0-30% AMI)		N/A
Low (31-50% AMI)		
Moderate (51-80% AMI)		
Total:	0	

Total Job Count

	Full Time		Full Time Low/Mod
Actually Created:	<input type="text"/>	Actually Created:	<input type="text"/>
Actually Retained:	<input type="text"/>	Actually Retained:	6

Accomplishment Narrative

Total Weekly Hours

Note: Enter total number of weekly hours, not number of jobs.

		Part Time		Part Time	Low/Mod
N/A	Actually Created:	<input type="text"/>	Actually Created:	<input type="text"/>	<input type="text"/>
	Actually Retained:	<input type="text"/>	Actually Retained:	<input type="text"/>	<input type="text"/>
		Percent			
		Low/Mod			
		Jobs			
	Actually Created:	<input style="background-color: #000080; color: white;" type="text" value="#DIV/0!"/>			
	Actually Retained:	<input style="background-color: #000080; color: white;" type="text" value="#DIV/0!"/>			

Job Performance Measures

Actual FTE Jobs Created:	<input type="text"/>	Actual FTE Jobs Retained:	<input type="text" value="6"/>
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Created

Of Jobs Created, Number of Jobs With Employer Sponsored Health Care Benefits:	Total
Of Jobs Created, Number of Persons Unemployed Prior to	<input type="text"/>
Taking Jobs Created Under This Activity:	<input type="text"/>

Retained

Of Jobs Retained, Number of Jobs With Employer Sponsored Health Care Benefits:	Total
	<input type="text"/>

Types of Jobs Created/Retained

Job Category	Jobs Created	Jobs Retained
Officials and Managers	<input type="text"/>	<input type="text"/>
Professional	<input type="text"/>	<input type="text"/>
Technicians	<input type="text"/>	<input type="text"/>
Sales	<input type="text"/>	<input type="text"/>
Office and Clerical	<input type="text"/>	<input type="text"/>
Craft Workers (Skilled)	<input type="text"/>	<input type="text"/>
Operatives (Semi-Skilled)	<input type="text"/>	<input type="text"/>
Laborers (Unskilled)	<input type="text"/>	<input type="text"/>
Service Workers	<input type="text"/>	6

Assistance to Businesses

New Businesses Assisted:

	Number Expanding	Number Relocating
Existing Businesses Assisted:	<input type="text" value="11"/>	<input type="text"/>

Total:

Number of Business Facades/Building Rehabilitated:	<input type="text"/>
Number of Businesses Assisted that Provide Goods or Services to Meet the Needs of a Service Area:	<input type="text" value="11"/>

Accomplishment Narrative

Specify UEI# for Each Business Assisted:

UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	
UEI#:	

N/A

Relocation and Displacement

One-for-One Replacement

Unit Type	Address	Number of Bedrooms						Agreement Executed (mm/dd/yy)	Available (mm/dd/yy)
		0/1	2	3	4	5+	Total		
Demolished/ Converted									
Replacement									

Description:

N/A

CDBG Displacement

City*

OR

Census Tract*

Race	Displaced		Remained In		Relocated To	
	Total	Hispanic/Latino	Total	Hispanic/Latino	Total	Hispanic/Latino
White						
Black/African American						
Asian						
American Indian/ Alaskan Native						
Native Hawaiian/ Other Pacific Islander						
American Indian/ Alaskan Native & White						
Asian & White						
Black/ African American & White						
American Indian/ Alaskan Native & Black/ African American						
Other/ Multi-Racial						

*If multiple Census Tracts or Cities, duplicate this tab and complete table for each City/ Census Tract in which displacement occurred.



CDBG Combined Closeout Package

CDBG Award/Contract Number (fill in):	20-CDBG-CV1-00001
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Checklist

I/we have completed the following forms. Check all that apply.

- ☒ Closeout Certification
- ☒ Acquired Property Inventory
- ☒ Disencumbrance of Funds Acknowledgement/Request
- ☐ Completion Report Acknowledgement
 - Completion Report uploaded or attached
- ☒ Section 3 Compliance Acknowledgement
- ☐ Section 3 Closeout Report (complete only if applicable)
 - Select and complete correct form based on award date
- ☐ Section 3 Qualitative Efforts (complete only if applicable)
- ☒ Affidavit of Posting Notice
 - Proof of posting also upload/attached (e.g., picture of the website posting with date stamp, newspaper clipping, or a photo of the document posted in a public place noted on affidavit)
- ☐ If this award included a planning activity, I/we have uploaded or attached **ALL** of the following:
 - Final Product(s)
 - Documentation of Public Hearing to accept final product(s) (e.g., copies of announcements, posting, etc.)
 - Board Resolution accepting each/all final product(s)
- ☒ CDBG Combined Closeout Package Signature



CDBG – Closeout Certification

Closeout Certification

I (name of authorized representative), Amy Gedney, Interim City Manager, hereby certify that all activities undertaken by the Grantee with funds provided under CDBG Award/Contract Number 20-CDBG-CV1-00001 have, to the best of my knowledge, been carried out in accordance with the award/contract agreement; that proper provision has been made by the Grantee for the payment of all costs and claims; that the State of California is under no obligation to make further payment to the Grantee under the award/contract agreement; and that every statement and amounts set forth in **all Financial Reports** are to the best of my knowledge, true and correct.

The Grantee shall continue to comply with the State CDBG program income reporting requirements.

All costs incurred subsequent to the most recent annual audit period will be audited at the time the Grantee's next annual audit is conducted in accordance with 2 CFR 200, Subpart F. The Grantee will resolve any audit findings relating to both the program and financial aspects of the award/contract. In the event there are any costs which are disallowed by this audit or any subsequent audits which cover CDBG expenditures, and which are sustained by the Department of Housing and Community Development, the amount of such costs shall be returned to HCD.



Acquired Property Inventory

Complete the table below listing any property acquired in whole or in part with CDBG funds or CDBG program income. Complete the table below in accordance with the provisions of 24 CFR Part 570.489(k) – Accountability of Real Property and 24 CFR Part 570.489(e) – Program Income of the HUD CDBG regulations pertaining to the management and program income. If applicable, state “None” acquired. Include additional copies of the deed. Future disposition of this property shall be carried out in accordance with CFR 24 Sec. 570.489(j) – Real Property for instructions.

Grantee: City of Lone	Award/Contract Number: 20-CDBG-SV1-00001
Contract/Project Name: 20-CDBG-SV1-00001 Lone Emergency Small Business Loan Program	

In the table below in the **Proof of Ownership** column, enter the type of proof on record, e.g., title, deed, etc. In the **% CDBG Funded** column, enter the percentage of the property funded by CDBG award dollars and CDBG program income.

Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Location
None						



Description of Property	Acquisition Date	Acquisition Cost	Serial # or ID #	Condition	Status	Locat



Disencumbrance of Funds Acknowledgement/Request

This award/contract has unused CDBG Grant Funds. This excludes Program Income.

☐

Yes

☒

No (If “No”, skip to the Completion Report Acknowledgment form)

Use the table below for Agreements from **Program Year 2017 and prior**.

Program Activity	Activity Code	Awarded Amounts	Amount to Be Disencumbered	Balance
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
TOTAL		\$ 0.00	\$ 0.00	\$ 0.00

For **Program Years 2018 and later**, please enter the total amount to be disencumbered: \$ _____



CDBG – Completion Report Acknowledgement

Completion Report Acknowledgement

Complete one of the acknowledgments below based on the funding year for the CDBG award/contract you are closing out.

For 2017 and prior projects: I/We have **attached** a copy of the completed Completion Report for this project/program to this Combined Closeout Package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.

☐

Yes

☐

No (Grantee will be unable to close out the project/program until report is provided.)

For 2018 and later projects (including CDBG-CV): I/We have **uploaded** a copy of the completed Completion Report to the Grants Network Portal concurrently with the submittal of this package.

- Grantee should obtain the appropriate Completion Report for their activity type from their HCD Representative or Grant Administrator.

☒

Yes

☐

No (Grantee will be unable to close out the project/program until report is provided.)

Grantee should not initiate closeout in the Grants Network Portal until they can provide a Completion Report.



Section 3 Compliance Acknowledgement

The purpose of Section 3 of the Housing and Urban Development Act of 1968 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 requirements apply to housing rehabilitation, housing construction, or other public construction projects when the total amount of housing and community development assistance for the covered project activity (not including general administration) meets or exceeds a funding threshold, generally \$200,000.

Section 3 compliance requirements should have been established at project set up. Grantees who are uncertain whether Section 3 requirements apply to their project(s) should contact their HCD Representative or Grant Administrator.

1. This project/program was funded prior to November 30, 2020 and is required to comply with the prior HUD Section 3 Rule, found at 24 CFR 135.

- ☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **Prior to** November 30, 2020 on the next page.)
- ☒ No (If “No”, answer Question 2 on this form.)

2. This project/program is required to comply with the HUD Section 3 Final Rule, effective on November 30, 2020, and codified at 24 CFR part 75.

- ☐ Yes (Complete the Section 3 Closeout Report for Contracts Funded **on or After** November 30, 2020.)
- ☒ No

If you answer “No” to both questions above, skip to the Affidavit of Posting Notice form.



CDBG – Section 3 Closeout Report (Prior to 11/30/2020)

Section 3 Closeout Report

(For Contracts Funded **Prior** to November 30, 2020)

Grantee Name:
Award/Contract Number:
Project Name:
Project Location (Address):
County or Metropolitan Service Area (MSA) Where Project is Located:
Report Date:

Please complete the tables below showing Section 3 hires for Grantee and any subrecipients and contracting opportunities for this project/program. Copy this page and attach to report if you need additional rows.

Job Category	Number of New Hires	Number of Section 3 New Hires	Number of Section 3 Trainees
Category Totals:	0.00	0.00	0.00



CDBG – Section 3 Closeout Report (Prior to 11/30/2020)

Construction Contracts		
1	Total dollar amount of construction contracts awarded	
2	Dollar amount of construction contracts awarded to Section 3 businesses	
3	Percentage of total construction contract dollars awarded to Section 3 business (Row 2 divided by Row 1)	0.00%
4	Number of Section 3 businesses that received construction contracts	
Non-Construction Contracts		
1	Total dollar amount of non-construction contracts awarded	
2	Dollar amount of non-construction contracts awarded to Section 3 businesses	
3	Percentage of total non-construction contract dollars awarded to Section 3 businesses (Row 2 divided by Row 1)	0.00%
4	Number of Section 3 businesses that received non-construction contracts	

***Non-construction** contracts are often construction-related contracts for professional services like landscaping, pest control, accounting, architecture, legal services, engineering etc.



Section 3 Closeout Report

(For Contracts Funded **On or After** November 30, 2020)

Grantee Name:
Award/Contract Number:
Project Name:
Project Location (Address):
County or Metropolitan Service Area (MSA) Where Project is Located:
Report Date:

Please complete the table below showing labor hours on this contract and percentages as of the date of this report. Remember, if you have multiple projects under this contract, this report should show combined (roll-up) hours for the entire contract (program) as well as percentages based on these totals. Individual project information should be maintained in Grantee records.

For reference the Section 3 “safe harbor” benchmarks are:

- Section 3 Workers make up at least 25% of the total project’s hours
- AND**
- Targeted Section 3 Workers make up at least 5% of the total project’s hours by the time of project closeout.

	Hours	Percent of Total Labor Hours	Safe Harbor Benchmark Met? (Y/N)
Total Labor Hours to Date:			
Total Section 3 Labor Hours to Date:		0.00%	
Targeted Section 3 Labor Hours to Date:		0.00%	



Section 3 Qualitative Efforts Description

This form is only required for Grantees whose project was **funded on or after** November 30, 2020 **and** whose labor hour benchmarks for Section 3 Workers (25% of a total project's hours) **AND** Targeted Section 3 Workers (5% of a total project's hours) are not anticipated to be met by the time of project closeout. Grantees should maintain records for HUD review to document any efforts checked.

Award/Contract Number:

Contractor/Grantee:

Please read the following list of qualitative efforts that may be undertaken to comply with Section 3 and **check ALL that applied to your organization during the course of this CDBG project.** Note that these actions are associated with your organization and do not need to be associated with the particular CDBG project. For more information consult the Community Planning and Development (CPD) Notice at <https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-09cpdn.pdf>.

- ☐ Outreach efforts to generate job applicants who are Public Housing Targeted Workers
- ☐ Outreach efforts to generate job applicants who are Other Funding Targeted Workers
- ☐ Direct, on-the-job training including apprenticeships
- ☐ Indirect training such as arranging for contracting for, or paying tuition for, off-site training
- ☐ Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- ☐ Outreach efforts to identify and secure bids from Section 3 business concerns
- ☐ Technical assistance to help Section 3 business concerns understand and bid on contracts



CDBG- – Section 3 Qualitative Efforts

- ☐ Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns
- ☐ Provided or connected residents with assistance in seeking employment including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services
- ☐ Held one or more job fairs
- ☐ Provided or connected residents with supportive services that can provide direct services or referrals
- ☐ Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview coaching, uniforms, test fees, and/or transportation
- ☐ Assisted residents with finding childcare
- ☐ Assisted residents to apply for or attend community college or a four-year educational institution
- ☐ Assisted residents to apply for or attend vocational/technical training
- ☐ Assisted residents to obtain financial literacy training and/or coaching
- ☐ Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- ☐ Provided or connected residents with training on computer use or online technologies
- ☐ Other (Please describe below.)



CDBG – Combined Closeout Package Signature

CDBG Combined Closeout Package Signature

I, the undersigned, hereby certify that all representations made and/or information provided in this combined closeout package and any referenced uploads or attachments is, to the best of my knowledge, true. I further state that my signature below will serve as signature for each of the completed forms in this package as well as for the CDBG Combined Closeout Package taken as a whole.

Date:	Typed Name and Title of Official Authorized in the Resolution:	Signature of Official Authorized in the Resolution
5/25/2023	Name: Amy Gedney Title Interim City Manager	




Affidavit of Posting Notice

I, (Name of Official Designated in Resolution) Janice Traverso, City Clerk, hereby certify that on the 25th day of May (month), 2023 (year), I did post the notice of public hearing concerning discussion of closure and remittal of remaining funds, if any, under the California Department of Housing and Community Development, Community Development Block Grant Program at the following 2 (number) locations listed below, which are available to the public. These postings will be available from May 25, 2023 (date) to June 6, 2023 (date).

Location 1:	1 E. Main Street, Lone, CA 95640
Location 2:	22 W. Main Street, Lone, CA 95640
Location 3:	
Location 4:	
Location 5:	

I, (name) Janice Traverso, Clerk of City of Lone (city, county, or jurisdiction name), State of California, hereby certify the above and foregoing is true and correct.

Dated at 1 E. Main Street, Lone, CA 95640 (location), California, this 25th (date) day of May (month), 2023.


Signature of Clerk

(This may not be the same person as the official designated in the Resolution who is certifying the posting)

City Clerk

Title

RESOLUTION 2023-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE AUTHORIZING THE
MAYOR TO SIGN AN AGREEMENT WITH AMY GEDNEY FOR INTERIM CITY MANAGER
SERVICES**

WHEREAS, the City of Ione is in need of an Interim City Manager; and

WHEREAS, Amy Gedney has the experience and ability to perform as the Interim City Manager.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Ione hereby authorizes the Mayor to sign the Agreement, noted as Attachment A on behalf of the City.

The foregoing resolution was duly introduced and adopted by the City Council of the City of Ione on June 6, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stacy Rhoades, Mayor

Attest:

Janice Traverso, City Clerk

FINANCE

Updated:
6/1/2023

[illegible]

ADMINISTRATION

Updated:
6/1/2023

[illegible]

PUBLIC WORKS

Updated:
6/1/2023

[illegible]