

REGULAR MEETING STARTS AT 6:00 PM

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

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

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

Join Zoom Meeting

<https://zoom.us/j/2351961316?pwd=d3lWTW0zbVJLbIpQNXBDQWtpZkRyUT09>

Meeting ID: 235 196 1316

Passcode: 95640

One tap mobile

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Meeting ID: 235 196 1316

Passcode: 95640

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

Tuesday, September 6, 2022

1 E. Main Street

Ione, CA 95640

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

PLEASE LIMIT PUBLIC COMMENT/TESTIMONY TO FOUR MINUTES

Gov't. Code §54954.3

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

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

AGENDA

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA

D. PRESENTATIONS/ANNOUNCEMENTS: None

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

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

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

F. CONSENT CALENDAR:

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

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

G. PUBLIC HEARING: None

H. REGULAR AGENDA:

4. Consider Adopting Resolution 2022-18 Approving Adoption of the Public Agencies Post-Employment Benefits Trust (PARS)
5. Discuss and Consider authorizing the Interim City Manager to Negotiate a Host and Caretaker Agreement for Ed Hughes Arena and Howard Park with KD's Horsemanship, LLC
6. Consider Adopting Resolution 2022-19 Designating Certain Employees as Code Enforcement Officials and adopting Safety Standards Policies
7. Discuss and Consider directing the Interim City Manager to negotiate a Lease Agreement with the Amador Central Railroad Company to lease and maintain the Train Depot Building located at the Train Depot Park on S. Mill Street.

I. REPORTS AND COMMUNICATIONS FROM CITY MANAGER

J. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEMS

K. CLOSED SESSION:

- Pursuant to Government Code Section 54957 – Public Employee Appointment: City Manager
- Pursuant to Government Code Section 54956.8 with Real Property Negotiator: APN 004-151-012; Negotiation Parties: Helen Ninnis and Loreta Tillery; Agency Negotiator: Michael Rock, Interim City Manager
- Pursuant to Government Code 54957.9 – Public Employee Performance Review – Interim City Manager
- Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph (2) of Section 54956.9 of the Government Code – Two (2) Cases
- Conference with Legal Counsel – Existing Litigation: Section 54956.9 of the Government Code-Amador Superior Court Case No: 21-CV-12146
Conference with Legal Counsel – Bittick v. City of Lone
- Conference with Legal Counsel-Existing Litigation: Section 54956.9 of the Government Code – Amador Court Case Number 22-CV-12691 – McGraw v City of Lone

L. ADJOURNMENT

NOTICE REGARDING CHALLENGES TO DECISIONS

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

ADA COMPLIANCE STATEMENT

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

CITY OF IONE COUNCIL MEETING MINUTES
Meeting of Tuesday, August 2, 2022

Mayor Epperson called meeting to order at 6:00 PM

A. ROLL CALL:

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

Staff: Michael Rock, Interim City Manager
Dave Prentice, City Attorney
Janice Traverso, City Clerk
Chris Hancock, City Treasurer
Julie Millard, Management Analyst

B. PLEDGE OF ALLEGIANCE:

Mayor Epperson led the Pledge of Allegiance.

C. APPROVAL OF AGENDA:

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

AYES: Epperson, Atlan, Rhoades, Wratten

NOES: None

ABSENT: Plamondon

ABSTAIN: None

D. PRESENTATIONS/ANNOUNCEMENTS:

City Clerk Janice Traverso administered the Oath of Office to the following:

- John Alfred – Police Chief
- Joseph Andrjola – Police Officer
- Pollie Pent – Reserve Police Officer
- Christopher Reeder – Police Officer
- Fernando Legoretta – Corporal
- Daniel Rego – Corporal

E. PUBLIC COMMENT: None

F. CONSENT CALENDAR:

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

1. Approval of Minutes: June 7, 2022
2. Warrants for June 2022 and July 2022
3. Receive and File Ione Public Works Department Report – 2nd Quarter Report - 2022
4. Receive and File Second Quarter 2022 Ground Water Monitoring Reports

5. Adoption of Resolution No. 2022-10 Designation of Voting Delegates and Alternates for League of California Cities Annual Conference & Expo – 2022
6. Adoption of Resolution No. 2022-16 – Requesting Election Support Services from the Amador County Clerk

AYES: Epperson, Atlan, Rhoades, Wratten

NOES: None

ABSENT: Plamondon

ABSTAIN: None

G. PUBLIC HEARING: None

DISCUSSION ITEMS:

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

H. REGULAR AGENDA:

7. Authorize the Interim City Manager to sign an Engineering Services Agreement with Willdan Engineering – **Motion:** It was moved by Councilmember Wratten, seconded by Councilmember Rhoades and carried to approve an agreement with Willdan Engineering Services and authorize the Interim City Manager to sign the agreement. Michael Rock introduced Jonathan Mitchell to the Council, who will be working with the City.

AYES: Epperson, Atlan, Rhoades, Wratten

NOES: None

ABSENT: Plamondon

ABSTAIN: None

8. Community Facilities Districts – Fiscal Year 2022-2023 Levy of Special Taxes
 1. Adoption of Resolution No. 2022-13 – Authorizing the Levy of Special Taxes for Fiscal Year 2022-2023 – Community Facilities District No. 2005-2
 2. Adoption of Resolution No. 2022-14 – Authorizing the Levy of Special Taxes for Fiscal Year 2022-2023 – Community Facilities District No. 2006-1
 3. Adoption of Resolution No. 2022-15 Authorizing the Levy of Special Taxes for Fiscal Year 2022-2023 – Community Facilities District No. 2009-3

Michael Rock commented that this year that the special taxes being levied are at the same rate or at a lower rate than the last fiscal year. **Motion:** It was moved by Councilmember Wratten, seconded by Councilmember Rhoades and carried to adopt Resolution Nos. 2022-13, 2022-14 and 2022-15 with no CPI increase including B and C.

AYES: Epperson, Atlan, Rhoades, Wratten

NOES: None

ABSENT: Plamondon

ABSTAIN: None

9. Adoption of Resolution No. 2022-17 – Authorizing the Fiscal Year 2022-2023 Placement of Unpaid Sewer Payments on the 2022-2023 Amador County Tax Rolls
Motion: It was moved by Councilmember Rhoades, seconded by Councilmember Wratten and carried to adopt Resolution No. 2022-17.

AYES: Epperson, Atlan, Rhoades, Wratten

NOES: None

ABSENT: Plamondon

ABSTAIN: None

10. Introduce and Waive the First Reading by Substitution of Title Only Ordinance No. 530 Amending Municipal Code Title 2 (Administration and Personnel) Chapter 2.36 and set the Public Hearing for August 16, 2022 – **Motion:** It was moved by Councilmember Wratten, seconded by Councilmember Rhoades and carried to Introduced and Waive the First Reading by Substitution of Title Only Ordinance No. 530 Amending Municipal Code Title 2 (Administration and Personnel) Chapter 2.36 and the Public Hearing for August 16, 2022.

AYES: Epperson, Atlan, Rhoades, Wratten

NOES: None

ABSENT: Plamondon

ABSTAIN: None

11. Appointment of Planning Commissioner to Fill Unexpired Term of October, 2020 – October 2024 – Mayor Epperson recommended appointing Madison Buccola to fill the Unexpired Term and Council confirmed the appointment.

I. REPORTS AND COMMUNICATIONS FROM CITY MANAGER:

- Recruitment process for the Executive Assistant to the City Manager has closed
- Fire Apparatus Engineer will be appointed soon

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

- Councilmember Atlan asked that a letter be sent to Ampine asking them to rebuild In light of their fire which destroyed their particle board facility.

K. CLOSED SESSION ITEMS:

- Pursuant to Government Code Section 54957 – Public Employee Appointment: City Manager
- Conference with Legal Counsel-Existing Litigation: Section 54956.9 of the Government Code – Amador Superior Court Case Number 22-CV-12691 – McGraw v. City of Lone
- Conference with Legal Counsel Pursuant to Government Code Section 54946.9(d)(1), Existing Litigation California Public Utilities Commission v City of Lone
- Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph (2) of Section 54956.9 of the Government Code – Three (3) Cases

Larry Rhoades commented that in the past the appointment of City Manager has been done in Open Session. Councilmember Atlan commented that there will be a Selection Committee and it will be transparent.

L. DISPOSITION OF CLOSED SESSION ITEMS: Councilmember Atlan reported the following:

- Pursuant to Government Code Section 54957 – Public Employee Appointment: City Manager – **Direction was given to staff to interview three candidates and to be interviewed by two committees within the next 30 days.**
- Conference with Legal Counsel-Existing Litigation: Section 54956.9 of the Government Code – Amador Superior Court Case Number 22-CV-12691 – McGraw v. City of Lone – **Councilmember Rhoades recused himself and direction was given.**
- Conference with Legal Counsel Pursuant to Government Code Section 54946.9(d)(1), Existing Litigation California Public Utilities Commission v City of Lone **That case has been dismissed by the PUC, no fines levied, the road has been opened and building restrictions have been lifted.**
- Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph (2) of Section 54956.9 of the Government Code – Three (3) Cases – **Cases 1 and 2 – direction was given to staff. Case 3 – Councilmember Atlan recused himself and direction was given to staff.**

M. ADJOURNMENT:

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

Respectfully submitted,

Janice Traverso
City Clerk

CITY OF IONE COUNCIL MEETING MINUTES
Meeting of Tuesday, August 16, 2022

Mayor Epperson called meeting to order at 6:00 PM

A. ROLL CALL:

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

Staff: Michael Rock, Interim City Manager
Carolyn Walker, City Attorney
Janice Traverso, City Clerk
Chris Hancock, City Treasurer
Julie Millard, Management Analyst

B. PLEDGE OF ALLEGIANCE:

Mayor Epperson led the Pledge of Allegiance.

C. APPROVAL OF AGENDA:

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

AYES: Epperson, Plamondon, Atlan, Rhoades, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

D. PRESENTATIONS/ANNOUNCEMENTS: None

E. PUBLIC COMMENT:

Jim Rooney, Amador County Assessor reported the following:

- City of Ione assessments in Ione for 2022 increased by 22%
- Ione is slowly becoming the largest assessed area in the County
- Ione has the largest number of residences--1,821--beside the County

F. CONSENT CALENDAR:

It was moved by Mayor Epperson, seconded by Councilmember Atlan and carried to approve the following with Item #3 City Manager's Administration Report be moved to the Regular Agenda:

1. Approval of Minutes: July 5, 2022 – Correction made to the Closed Session Items- Information received and direction given to the three items.
2. Receive and File June, 2022 Finance and Treasurer's Reports

G. PUBLIC HEARING:

4. Waive the Second Reading by Substitution of Title Only and Adopt Ordinance No. 530 – Amending Municipal Code Title 2 (Administration and Personnel), Chapter 2.36 – Youth Advisory Members

Mayor Epperson opened the Public Hearing and with no comments from the public, the hearing was closed.

Motion: It was moved by Vice Mayor Plamondon, seconded by Councilmember Wratten and carried to Waive the Second Reading of Ordinance No. 530 by Substitution of Title Only.

AYES: Epperson, Plamondon, Atlan, Rhoades, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

Motion: It was moved by Councilmember Atlan, seconded by Vice Mayor Plamondon and carried to adopt Ordinance No. 530.

AYES: Epperson, Plamondon, Atlan, Rhoades, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

DISCUSSION ITEMS:

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

H. REGULAR AGENDA:

3. Receive and File City Manager's Administration Report – Fiscal Year 2021-2022 – Councilmember Atlan complimented staff on the Administration Report. **Motion:** It was moved by Councilmember Atlan, seconded by Councilmember Wratten and carried to Receive and File the City Manager's Administration Report.

AYES: Epperson, Plamondon, Atlan, Rhoades, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

5. Authorize Interim City Manager to sign Agreement with West Yost for Assistance with Renewing the City's Wastewater Discharge Requirements Permit – Michael Rock explained that the City needs to begin the process of updating the WDR Permit to reflect the increased plant capacity and allow for connecting the WWTP with the Tertiary Plant. This effort will include conducting a seepage study and updating the WWTP capacity analysis. The work will also include submitting a request to have the Crease and Desist Order rescinded. Staff is asking to transfer \$200,000 from the WWTP Operation and Maintenance Reserve Budget (Account 3111-Cash Allocation Reserve) to Account Code 3111-50-6212 to fund this Agreement. **Motion:** After much discussion by Council, it was moved by Councilmember Wratten, seconded by Vice Mayor Plamondon and carried to authorize Michael Rock to sign the Agreement with West Yost for Assistance with Renewing the City's Wastewater Discharge Requirements Permit.

AYES: Epperson, Plamondon, Atlan, Rhoades, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

6. Authorize the Mayor to sign a Letter of Support to Ampine Saw Mill – **Motion:** It was moved by Vice Mayor Plamondon, seconded by Councilmember Wratten and carried to send a letter of support to the Sierra Pacific Industries for the rebuilding of the Ampine Saw Mill.

AYES: Epperson, Plamondon, Atlan, Rhoades, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

I. REPORTS AND COMMUNICATIONS FROM CITY MANAGER:

- Executive Assistant recruitment has closed
- Website Redesign has closed and currently being reviewed and contract awarded in October
- One RFQ for the Ed Hughes Memorial Arena received and agreement presented to Council in the near future
- Chris Hancock appointed as Acting Finance Manager and recruitment will begin immediately for the permanent Finance Manager
- The City took ARSA water for a few hours only and because of the high limits of hydrogen sulfide we immediately stopped
- In the last year and a half, the City issued 108 Certificate of Occupancies—approximately 270 people were added to the City's population

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

- Councilmember Wratten asked if the Solar reviews and studies are still on the forefront—Michael Rock spoke with one of the consultants today and they are getting very close with the RFQ for an energy audit and then recommendations for retrofitting.
- Vice Mayor Plamondon asked for an update on our new building at 17 E. Main Street and the Train Depot at the next meeting
- Mayor Epperson reported that the next IBCA meeting and mixer will be on August 25, 2022
- ARSA Meeting tomorrow, August 17, 2022

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

- Conference with Legal Counsel – Existing Litigation: Section 54956.9 of the Government Code – Amador County Case Number 22-CV-12691 – McGraw v City of Ione
- Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph (2) of Section 54956.9 of the Government Code – Three (3) Cases

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

- Conference with Legal Counsel – Existing Litigation: Section 54956.9 of the Government Code – Amador County Case Number 22-CV-12691 – McGraw v City of Lone –
Information received
- Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph (2) of Section 54956.9 of the Government Code – Three (3) Cases:
Case 1 – Information received and direction given to staff
Case 2 - Information received
Case 3 - Councilmember Atlan recused himself and information received an direction given to staff.

M. ADJOURNMENT:

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

CITY OF IONE COUNCIL SPECIAL MEETING MINUTES
Meeting of Tuesday, August 25, 2022

Mayor Epperson called meeting to order at 12:30 PM

A. ROLL CALL:

Present: Dan Epperson, Mayor
Rodney Plamondon, Vice Mayor
Dominic Atlan, Councilmember
Stacy Rhoades, Councilmember (Arrived at 1:15 p.m.)
Diane Wratten, Councilmember
Staff: Sophia Meyer, City Attorney
Janice Traverso, City Clerk
Julie Millard, Management Analyst

B. PLEDGE OF ALLEGIANCE:

Mayor Epperson led the Pledge of Allegiance.

C. APPROVAL OF AGENDA:

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

AYES: Epperson, Plamondon, Atlan, Wratten

NOES: None

ABSENT: Rhoades

ABSTAIN: None

D. CLOSED SESSION ITEMS: Closed Session started at 1:15 p.m. when Councilmember Rhoades arrived.

- Pursuant to Government Code 54957 Public Employee Appointment: City Manager

Larry Rhoades asked the following:

- If the names of the candidates for City Manager are going to be made public? Julie Millard, Management Analyst responded that she will research the law on that question to see what are options are and if it is allowable, we will.
- Is the contract going to be open to the public before the new City Manager signs the contract? Mayor Epperson responded that he believes so.

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

- Pursuant to Government Code 54957 Public Employee Appointment: City Manager – Interviews were held, information received, direction was given to staff and authorization has been given to commence negotiations.

F. ADJOURNMENT:

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



CITY OF IONE

FINANCE AND TREASURY

REPORT

JULY 2022

CITY OF IONE
FINANCE AND TREASURY REPORT FY 2021-2022
MONTH END: July 2022

Reconciled Bank Balance

General Checking Account - American River Bank

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

Sweep Savings Account - American River Bank

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

General Checking Account - Wells Fargo Bank

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

Secondary Checking Account - American River Bank

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

Xpress Billpay Deposit Account

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

LAIF Account

CITY OF IONE
FINANCE AND TREASURY REPORT FY 2021-2022
MONTH END: July 2022

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

Cantella & Co. - Investment

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

Certificate of Deposit - American River Bank

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

TOTAL	<u><u>8,643,221.54</u></u>
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CITY OF IONE
FINANCE AND TREASURY REPORT FY 2021-2022
MONTH END: July 2022

BALANCE PER GENERAL LEDGER

General Checking Account - American River Bank	<u>7,342,431.00</u>
Sweeps Savings Account - American River Bank	<u>191,104.23</u>
General Checking Account - Wells Fargo	<u>478,197.52</u>
Secondary Checking Account - American Bank	<u>324,539.27</u>
Xpress Billpay Deposit Account	<u>535,921.88</u>
LAIF	<u>3,821,633.02</u>
Cantella & Co. - Investment	<u>306,949.52</u>
Certificate of Deposit - American River Bank	<u>56,336.37</u>
Reconciled Balance	<u>13,057,112.81</u>
TOTAL	<u>13,057,112.81</u>
Reconciled Difference	<u>-</u>


Chris Hancock, City Treasurer

9/1/2022
Date

As of August 11, 2022 the secondary checking account was closed and the money was moved into the City's savings account, which will be reflected on the August Finance and Treasury Report.

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

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

Acco

Bank Account Number:

Bank Statement Balance:	7,368,075.30	Book Balance Previous Month:	6,843,684.34
Outstanding Deposits:	3,523.63	Total Receipts:	1,414,914.33
Outstanding Checks:	29,103.28	Total Disbursements:	916,167.67
Bank Adjustments:	64.65-	Book Adjustments:	.00
Bank Balance:	<u>7,342,431.00</u>	Book Balance:	<u>7,342,431.00</u>

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
4	102.60	176	29.00	1225	2,155.20	1228	40.00
5	570.73	179	332.00	1226	5.00	1229	40.70
160	87.00	1224	80.00	1227	81.40		
						Total:	<u>3,523.63</u>

Deposits cleared: 69 items Deposits Outstanding: 11 items

Outstanding Checks

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
1228	2,404.75	1913	79.02	3019	8.16	3081	122.10
1390	222.60	1925	40.70-	3042	4,566.70	3085	327.50
1438	80.00	2358	2.60	3048	375.00	3091	105.00
1439	101.43	2480	50.00	3061	6,890.00	3094	1,155.00
1446	1,446.25	2488	51.70	3062	525.17	3095	84.07
1712	50.05	2572	18.75	3076	40.70	3096	1,500.00
1755	25.84	2599	7,550.27	3079	91.32	3105	495.00
1802	50.00	2862	25.00	3080	700.00		
						Total:	<u>29,103.28</u>

Checks cleared: 79 items Checks Outstanding: 31 items

Bank Adjustments

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

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

Acct

Bank Account Number:

Bank Statement Balance:	191,104.23	Book Balance Previous Month:	191,096.93
Outstanding Deposits:	.00	Total Receipts:	7.30
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	191,104.23	Book Balance:	191,104.23

Outstanding Deposits

No outstanding deposits found!

Deposits cleared: 1 items Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

03 - WF - Checking (WF - Checking) (3)
July 31, 2022

Accx

Bank Account Number:

Bank Statement Balance:	483,661.50	Book Balance Previous Month:	449,224.05
Outstanding Deposits:	86.40	Total Receipts:	30,380.64
Outstanding Checks:	5,550.38	Total Disbursements:	1,407.17
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>478,197.52</u>	Book Balance:	<u>478,197.52</u>

Outstanding Deposits

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

Deposits cleared: 18 items Deposits Outstanding: 1 items

Outstanding Checks

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

Checks cleared: 7 items Checks Outstanding: 13 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

04 - ARB - Secondary Checking (ARB - 5168 Secondary Checking) (4)
July 31, 2022

Acco

Bank Account Number:

Bank Statement Balance:	324,539.27	Book Balance Previous Month:	324,597.96
Outstanding Deposits:	.00	Total Receipts:	1.31
Outstanding Checks:	.00	Total Disbursements:	60.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>324,539.27</u>	Book Balance:	<u>324,539.27</u>

Outstanding Deposits

No outstanding deposits found!

Deposits cleared: 1 items Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 1 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

05 - XPRESS BILLPAY DEPOSIT ACCT. (X) (5)

July 31, 2022

Acco

Bank Account Number:

Bank Statement Balance:	534,900.36	Book Balance Previous Month:	498,499.93
Outstanding Deposits:	1,021.52	Total Receipts:	37,421.95
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>535,921.88</u>	Book Balance:	<u>535,921.88</u>

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
256	40.70	1289	40.70	1291	433.20		
1288	122.10	1290	257.72	1293	127.10	Total:	<u>1,021.52</u>

Deposits cleared: 51 items Deposits Outstanding: 6 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

20 - LAIF (LAIF) (20)

July 31, 2022

Acc

Bank / Number:

Bank Statement Balance:	3,821,633.02	Book Balance Previous Month:	3,814,491.49
Outstanding Deposits:	.00	Total Receipts:	7,141.53
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>3,821,633.02</u>	Book Balance:	<u>3,821,633.02</u>

Outstanding Deposits

No outstanding deposits found!

Deposits cleared: 1 items Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

21 - CANTELLA INVESTMENTS (CANTELLA INVESTMENTS) (21)

July 31, 2022

Accr

Bank Account Number:

Bank Statement Balance:	306,949.52	Book Balance Previous Month:	310,502.35
Outstanding Deposits:	.00	Total Receipts:	.00
Outstanding Checks:	.00	Total Disbursements:	3,552.83
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>306,949.52</u>	Book Balance:	<u>306,949.52</u>

Outstanding Deposits

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

Deposits cleared: 0 items Deposits Outstanding: 1 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 1 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

30 - ARB - CD 4899 (ARB - CD 4899) (30)
July 31, 2022

Acco

Bank Account Number:

Bank Statement Balance:	56,336.37	Book Balance Previous Month:	56,331.59
Outstanding Deposits:	.00	Total Receipts:	4.78
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	56,336.37	Book Balance:	56,336.37

Outstanding Deposits

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

Deposits cleared: 1 items Deposits Outstanding: 1 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments



CITY OF IONE

WARRANTS

AUGUST 2022

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

Check Num	Check Issue Date	Vendor ID	Payee	Description	Amount
3107	08/02/2022	250	AMADOR COUNTY RECREATION AGENCY	MEMBERSHIP CONTRIBUTION FY 2022-23	32,110.00
3108	08/02/2022	425	ATT MOBILITY	ACCT 287309023056 - FD FIRSTNET 07/22	2,671.34
3110	08/02/2022	580	BIG VALLEY PRINTING	5 K #10 WINDOW ENVELOPES	404.48
3111	08/02/2022	875	CARBON COPY INC.	TONER FOR COPIER	420.56
3111	08/02/2022	875	CARBON COPY INC.	TONER FOR COPIER	12.50
3111	08/02/2022	875	CARBON COPY INC.	COPY EXPENSE - JUL 22	144.66
3111	08/02/2022	875	CARBON COPY INC.	COPY EXPENSE FD - JUL 22	20.32
3112	08/02/2022	895	CASCADE FIRE EQUIPMENT CO	RING, EXPN 1.5X1.25 (IN HOUSE HOSE REPAIRS)	131.53
3114	08/02/2022	1165	CUTTING EDGE SUPPLY	BOX SCRAPER 1-3/4 CRIMP ON SCRFIER TOOTH (ARENA TRACTOR)	108.98
3115	08/02/2022	1220	DE LAGE LANDEN INC.	MONTHLY COPIER LEASE 08/22	340.49
3116	08/02/2022	1570	FOLKMAN JANITORIAL	EB HALL JANITORIAL SERVICE- JUN 22	330.00
3116	08/02/2022	1570	FOLKMAN JANITORIAL	EB HALL JANITORIAL SERVICE- JUL 22	165.00
3119	08/02/2022	1700	GOLDEN STATE EMERGENCY VEHICLE	E-5996 WINDSHIELD FD	1,062.10
3120	08/02/2022	1950	HUNT & SONS INC.	FUEL - FIRE	220.07
3123	08/02/2022	2105	JACKSON TIRE SERVICE INC	20-02 TIRES & BALANCE	798.95
3109	08/02/2022	565	BENNETT, JAMES	COMMUNICATION EQUIPMENT (3X TK790 RADIO, 3X KCH 14M HEADSET, 3X POWER CABLES)	512.83
3124	08/02/2022	2635	MISSION IT SOLUTIONS INC.	OFFICE 365 EMAIL HOSTING	262.00
3124	08/02/2022	2635	MISSION IT SOLUTIONS INC.	OFFICE 365 EMAIL HOSTING	327.50
3125	08/02/2022	2930	PG & E	3118061205-8-STREET LIGHTS EBR	22,821.62
3126	08/02/2022	2990	PREFERRED BENEFIT	VISION - PUBLIC SAFETY POLICE	2,186.62
3128	08/02/2022	3810	TOMMY'S GARAGE	PD TIRE REPAIR	25.00
3129	08/02/2022	4000	VOLCANO TELEPHONE COMPANY	ACCT 63360 08/22	428.27
3127	08/02/2022	2996	PRENTICE LONG PC	LEGAL SERVICES-JUN	7,000.00
3122	08/02/2022	2071	IW SOLAR LLC	SOLAR PRODUCED-WWTP JUN 22	9,965.87
3113	08/02/2022	1037	CODE 3 WEAR	POLICE DEPT UNIFORMS & PATCHES	496.53
3113	08/02/2022	1037	CODE 3 WEAR	POLICE DEPT UNIFORMS & PATCHES	494.25
3113	08/02/2022	1037	CODE 3 WEAR	FIRST DEFENSE 360 MK-4 STREAM OC AEROSOL	236.46

Check Num	Check Issue Date	Vendor ID	Payee	Description	Amount
3113	08/02/2022	1037	CODE 3 WEAR		14.54
				METAL NAME TAG STANDARD SIZE	
3117	08/02/2022	4400	FOOTHILL FIREARM SUPPLY LLC		2,155.00
				FEDERAL AE9AP AMERICAN EAGLE 9MM AMMO, CCI 5201 BLAZER BRASS 9MM AMMO	
3121	08/02/2022	4685	IONE TRADING POST		3,027.76
				PUBLIC WORKS - FUEL	
3118	08/02/2022	4860	GOLD COUNTRY DIRECT PRIMARY CARE INC		360.00
				FIT FOR DUTY PHSYSICAL EVALUATION - PD	
220908	08/09/2022	3875	US BANK		Ibank Loan - 126,075.47 M
				US BANK ADMIN FEES FOR PERIOD 07/01/2022-06/30/2023	
3130	08/10/2022	4870	FOOTHILL APPLIANCE		6,185.05 M
				Q00011108 - EB HALL T-49-HC TRUE 54" REFRIGERATOR	
221608	08/16/2022	4000	VOLCANO TELEPHONE COMPANY		149.80 M
				ACCT 63376 08/22	
3131	08/22/2022	10	8X8 INC.		770.44
				VOIP PHONE GF JUN - JUL 22	
3131	08/22/2022	10	8X8 INC.		103.11
				VOIP PHONE GF JUL - AUG 22 FAX LINES	
3132	08/22/2022	30	ACES		117.35
				DUMP CHARGES	
3132	08/22/2022	30	ACES		282.49
				HOWARD PK BIN-08/22	
3133	08/22/2022	115	ALHAMBRA		122.16
				DRINKING WATER	
3134	08/22/2022	140	ALLIANT INSURANCE SERVICES		20.00
				ADD'L PREMIUM-AUTO INSURANCE	
3135	08/22/2022	250	AMADOR COUNTY RECREATION AGENCY		13,919.08
				IONE POOL MANAGEMENT-JUL 2022	
3136	08/22/2022	265	AMADOR COUNTY SHERIFF'S DEPT		524.97
				MO. RIMS ACCESS FEE 08/22	
3136	08/22/2022	265	AMADOR COUNTY SHERIFF'S DEPT		38,332.94
				DISPATCH SERV 4TH QTR FY 21-22	
3137	08/22/2022	315	AMADOR WATER AGENCY		19,423.95
				005018-017-POPLAR ST	
3139	08/22/2022	420	AT&T CALNET 3		238.92
				MO. PHONE SERV. BANK:9391064373 08/22	
3139	08/22/2022	420	AT&T CALNET 3		962.02
				MO. PHONE SERV. BANK:9391033961	
3139	08/22/2022	420	AT&T CALNET 3		24.79
				MO. PHONE SERV. BANK:9391037281 08/22	
3139	08/22/2022	420	AT&T CALNET 3		71.01
				MO. PHONE SERV. BAN:9391037282 08/22	
3140	08/22/2022	425	ATT MOBILITY		82.86
				ACCT 829264128 - 08/22	
3140	08/22/2022	425	ATT MOBILITY		473.88
				ACCT 287312741394 - PD FIRSTNET 07/22	
3140	08/22/2022	425	ATT MOBILITY		417.13
				ACCT 287314845930 - FIRSTNET 07/22	
3142	08/22/2022	540	BENEFIT COORDINATORS CORPORATION		360.95
				LIFE INSURANCE & AD&D BENEFITS - AUG 2022	
3144	08/22/2022	875	CARBON COPY INC.		420.56
				TONER FOR COPIER	
3144	08/22/2022	875	CARBON COPY INC.		20.00
				EMAIL SERVER	
3145	08/22/2022	895	CASCADE FIRE EQUIPMENT CO		1,332.19
				3 HELMETS, 1010 YELLOW DEFENDER CLEAR VISOR	
3146	08/22/2022	905	CASELLE INC.		1,813.00
				CONTRACT SUPPORT/MAINT - AUG 2022	
3149	08/22/2022	1200	DAVID TAUSSIG & ASSOC. INC		1,022.20
				D21-80268.000 IONE/CFD 2005-2 IA 3 FY 21-22	

M = Manual Check, V = Void Check

Check Num	Check Issue Date	Vendor ID	Payee	Description	Amount
3149	08/22/2022	1200	DAVID TAUSSIG & ASSOC. INC		24.70
				D21-80267.000 IONE/CFD 2005-2 IA 2 FY 21-22	
3149	08/22/2022	1200	DAVID TAUSSIG & ASSOC. INC		499.70
				D21-80266.000 IONE/CFD 2005-2 IA 1 FY 21-22	
3149	08/22/2022	1200	DAVID TAUSSIG & ASSOC. INC		571.90
				D21-80266.OS IONE/CFD 2005-2 IA 1 PREPAYMENT	
3149	08/22/2022	1200	DAVID TAUSSIG & ASSOC. INC		190.00
				D21-80267.000 IONE/CFD 2005-2 IA 2 FY 21-22	
3149	08/22/2022	1200	DAVID TAUSSIG & ASSOC. INC		1,259.70
				D21-80268.000 IONE/CFD 2005-2 IA 3 FY 21-22	
3149	08/22/2022	1200	DAVID TAUSSIG & ASSOC. INC		1,542.80
				D21-80268.OS IONE/CFD 2005-2 IA 3 PREPAYMENT	
3149	08/22/2022	1200	DAVID TAUSSIG & ASSOC. INC		380.00
				D21-80269.000 IONE/FD 2006-1 FY 21-22	
3149	08/22/2022	1200	DAVID TAUSSIG & ASSOC. INC		190.00
				D21-80270.000 IONE/CFD 2009-3 FY 21-22	
3150	08/22/2022	1335	DOOR CRAFT		85.00
				REPAIR FIRE HOUSE DOOR	
3151	08/22/2022	1355	EASTON'S SERVICE AND REPAIR		217.50
				KUBOTA B2710HSD FIX IGNITION SWITCH	
3153	08/22/2022	1375	ECO URBAN DESIGNS INC.		2,644.00
				LANDSCAPE MAINT-CO GOLF COURSE 06/22	
3153	08/22/2022	1375	ECO URBAN DESIGNS INC.		2,542.00
				CONSULT SERV. WWTF 06/22	
3153	08/22/2022	1375	ECO URBAN DESIGNS INC.		2,644.00
				LANDSCAPE MAINT-CO GOLF COURSE 07/22	
3153	08/22/2022	1375	ECO URBAN DESIGNS INC.		2,542.00
				CONSULT/TESTING TERTIARY 07/22	
3155	08/22/2022	1545	FIRST SECURITY FINANCE INC.		3,494.32
				IONE-CA-2008-1 INT.-08/22	
3158	08/22/2022	1815	GUY'S SAW CENTER		355.52
				2 STARTER REWIND, 1 STIHL SYNTH MIX OIL	
3159	08/22/2022	1950	HUNT & SONS INC.		134.45
				FUEL - FIRE	
3160	08/22/2022	2005	IONE ACE HARDWARE		897.70
				PW - KEYKRAFTER, NOZZLE SWEEPER BRASS	
3161	08/22/2022	2050	IONE PLAZA MARKET		28.00
				REFRESHMENTS FOR VOLUNTEERS	
3163	08/22/2022	2310	LEDGER DISPATCH		24.75
				PUBLIC NOTICE- CITY MGR RECRUITMENT	
3163	08/22/2022	2310	LEDGER DISPATCH		24.75
				PUBLIC NOTICE- CITY MGR RECRUITMENT	
3163	08/22/2022	2310	LEDGER DISPATCH		24.75
				PUBLIC NOTICE- CITY MGR RECRUITMENT	
3148	08/22/2022	2700	CIVICPLUS LLC		275.00
				ADMIN SUPPORT FEE-06/22 - 05/23	
3164	08/22/2022	3145	NAPA AUTO PARTS		1,028.37
				906690 - OIL FIL, 4 GALLONS 5W40	
3169	08/22/2022	3570	STAPLES BUSINESS CREDIT		128.85
				201398742-0-2 FARGO PRINTER RIBBON	
3171	08/22/2022	3810	TOMMY'S GARAGE		519.44
				2004 DODGE RAM REPLACE NOISY DRIVERS SIDE HUB ASSEMBLY	
3171	08/22/2022	3810	TOMMY'S GARAGE		255.37
				2007 FORD F150 CHECK A/C BLOWING WARM	
3171	08/22/2022	3810	TOMMY'S GARAGE		67.43
				14-01 LUBE, OIL, AND FILTER CHANGE	
3173	08/22/2022	4125	WIN-911 SOFTWARE		165.00
				WWTP SOFTWARE ANNUAL MAINT INVOICE REMAINDER	
3154	08/22/2022	1405	ELLISON SCHNEIDER HARRIS & DONLAN LLP		4,124.00
				IONE ENERGY ESHD #2097	

Check Num	Check Issue Date	Vendor ID	Payee	Description	Amount
3166	08/22/2022	2996	PRENTICE LONG PC		10,000.00
				LEGAL SERVICES-JUL 2022	
3157	08/22/2022	1677	GOLD COUNTRY BACKFLOW		680.00
				CHECK BACKFLOW DEVICES - TERT	
3162	08/22/2022	2071	IW SOLAR LLC		11,150.81
				SOLAR PRODUCED-WWTP JUL 22	
3172	08/22/2022	3817	TOUCH FREE EXPRESS CAR WASH		200.00
				POLICE VEHICLE CAR WASH - AUG 2022	
3168	08/22/2022	4680	SNG & ASSOCIATES INC.		5,945.00
				CITY ENGINEERING SERVICES	
3168	08/22/2022	4680	SNG & ASSOCIATES INC.		8,034.50
				CITY ENGINEERING SERVICES JUNE 2022	
3141	08/22/2022	4745	BENEFIT COORDINATORS CORP.		1,708.90
				VISION - PUBLIC SAFTEY POLICE	
3167	08/22/2022	4845	RANDIK PAPER		21.28
				2 SERENADE PINE GUARD GL	
3138	08/22/2022	4865	ANDRIOLA, JOE		110.77
				EXPENSE REIMBURSEMENT - PRE EMPLOYMENT MEDICAL	
3156	08/22/2022	4870	FOOTHILL APPLIANCE		179.80
				EB HALL REFIGERATOR REPAIR	
3170	08/22/2022	4875	THOMAS HUGGINS		122.10
				REFUND RENTAL DEPOSIT ACCT 2805.02	
3165	08/22/2022	4880	NORMAN STURGILL		122.10
				REFUND RENTAL DEPOSIT ACCT 1105.02	
3147	08/22/2022	4885	CHRISTOPHER RICHARDS		122.10
				REFUND RENTAL DEPOSIT ACCT 2181.03	
3152	08/22/2022	4890	ECKHART, WES		3,700.00
				JULY 2022 ARCHITECTUAL SERVICES 17 E. MAIN ST - ARPA	
3143	08/22/2022	4895	BOOKER, BECKY		197.00
				SAFETY UNIFORMS - ROAD TAX	
222508	08/25/2022	3870	U.S. BANK		1,711.84 M
				SOUTHWEST AIRLINES - LEAGUE OF CA CITIES - LONGBEACH	
Grand Totals:					373,408.75

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Agenda Item

#4

DATE: September 6, 2022

TO: Mayor Epperson and City Council

FROM: Michael Rock, Interim City Manager
Chris Hancock, City Treasurer

SUBJECT: Adopt Resolution No. 2022-18 authorizing participation in Public Agency Retirement Services (PARS) Post-Employment Benefits Trust Program to be administered by PARS and U.S. Bank, appointing the Interim City Manager as the City of Lone's Plan Administrator, and authorizing the Plan Administrator, or his or her designee to execute the document to implement the Program.

RECOMMENDED ACTION:

1. Approve the City's establishment of the PARS Post-Employment Trust Program
2. Adopt a Resolution authorizing the establishment of the PARS Section 115 Post-Employment Benefits Trust Program which can be used to pre-fund pension and retiree health care (OPEB) obligations.
3. Authorize the Interim City Manager, subject to the review and approval of the City Attorney, to sign all necessary documents.

FISCAL IMPACT:

An initial investment of \$10,000 from the General Fund into the PARS 115 Trust which was approved in the FY 2022/23 budget.

BACKGROUND:

In 2012, the Government Accounting Standards Board (GASB) issued Statement No. 68, *Accounting and Financial Reporting for Pensions*. GASB 68 requires that governmental employers that sponsor Defined Benefit plans (i.e., CalPERS) must recognize a Net Pension Liability on their balance sheet, which is the difference between the City's total pension liability (actuarial accrued liability) and actual plan assets. GASB 68 (which replaces the requirements of GASB 27) became effective for fiscal years starting after June 15, 2014.

In 2015, the Government Accounting Standards Board (GASB) issued Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. GASB 75 requires the City to report costs and obligations for post-employment healthcare and other post-employment benefits (called "OPEBs") much like the current accounting requirement to report pension obligations. Similar to GASB 68, the City must also report its net OPEB liability (difference between the total OPEB liability and assets accumulated in an irrevocable trust) on its Financial Statements. GASB 75 (which replaces the requirements of GASB 45) will become effective for fiscal years beginning after June 15, 2017.

In an effort to help public agencies address and manage their GASB 68 and 75 liabilities, PARS has sought and received approval from the IRS in the form of a Private Letter Ruling on its Post-Employment Benefits Trust Program. PARS has assembled leading professionals to provide the City with the necessary services required under one program to pre-fund both pension and retiree health care liabilities.

This would provide the City with an alternative to CalPERS for discretionary funds that will allow for greater local control over assets, investment by a professional fund management team monitored by the City, with contributions and distributions from the trust determined at the discretion of the City.

The program has been established as a multiple employer trust so that public agencies regardless of size can join the program to receive the necessary economies of scale to keep administrative fees low and avoid any setup costs. **The trust permits the City, under federal and state law, to invest in a more diversified array of investments to maximize investment returns long term and reduce the City's liabilities.**

To date, more than 490+ public agencies have adopted the PARS 115 Trust to reduce their liabilities including local agencies such as cities of Angels Camp, Elk Grove, Galt, Lodi, Stockton, West Sacramento, counties of Amador, Calaveras, and San Joaquin. Also included are special districts such as Calaveras County Water District, Rancho Murieta Community Services District, Sacramento Area Flood Control Agency, and San Andreas Sanitary District.

Expected benefits offered by the PARS Post-Employment Benefits Trust Program to the City include:

- Contributions placed in an exclusive benefit trust can offset unfunded liabilities, which will lower the City's Net OPEB Liability and address the City's Net Pension Liability.
- Investment flexibility with Section 115 Trust compared to restrictions on general fund investments
- Increased risk diversification of plan assets through professional asset management
- Investments can be tailored to the City's unique demographics
- Oversight and control of fund management selection, monitoring of performance and ability to replace fund management based on performance criteria
- Increased flexibility on use of trust assets (i.e., trust assets can be accessed at any time as long as the assets are used to fund the City's pension and OPEB obligations and defray reasonable expenses associated therewith)
- Potential for positive rating agency and investor consideration.

ATTACHMENTS:

- Resolution Approving the Adoption of the Public Agencies Post-Employment Benefits Trust Administered by Public Agency Retirement Services (PARS)
- Sample Agreement with Exhibits
- Sample Trustee Investment Fee Schedule
- PARS 115 Trust Presentation

RESOLUTION NO. 2022-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE APPROVING THE ADOPTION OF THE PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)

WHEREAS, PARS has made available the PARS Public Agencies Post-Employment Benefits Trust (the “Program”) for the purpose of pre-funding pension obligations and/or OPEB obligations; and

WHEREAS, the City of Ione (“City”) is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS, the City’s adoption and operation of the Program has no effect on any current or former employee’s entitlement to post-employment benefits; and

WHEREAS, the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

WHEREAS, the City’s funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS, the City reserves the right to make contributions, if any, to the Program.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Ione does hereby resolve as follows:

1. The City Council hereby adopts the PARS Public Agency Post-Employment Benefits Trust.
2. The City Council appoints the Interim City Manager or his/her designee as the City’s Plan Administrator for the Program.
3. The City’s Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the City and to take whatever additional actions are necessary to maintain the City’s participations in the Program and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the City’s Program.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council on this 6th day of September, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Dan Epperson, Mayor

Attest:

Janice Traverso, City Clerk

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this ____ day of _____, 2022, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter "PARS") and the [Agency Name] ("Agency").

WHEREAS, the Agency has adopted the PARS Public Agencies Post-Employment Benefits Trust for the purpose of pre-funding pension obligations and/or Other Post-Employment Benefits ("OPEB") obligations ("Plan") and is desirous of retaining PARS as Trust Administrator to the Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".
3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS' standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content, and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the

Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for nonperformance of Services to the extent such nonperformance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
7. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees, or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.
9. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, and employees, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors or omissions with respect to the performance of their respective duties hereunder.
10. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state, and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state, and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
12. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that its performance is prevented by such cause. Such cause shall include, but not be limited to: any incidence of fire, flood, acts of God or unanticipated communicable disease, acts of terrorism or war commandeering of material, products, plants or facilities by the federal, state or local government, a material act or omission by the other party or any law, ordinance, rule, guidance or recommendation by the federal, state or local government, or any agency thereof, which becomes effective after the date of this Agreement that delays or renders impractical either party's performance under the Agreement.
13. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
14. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
15. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
- (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
 - (B) To Agency: [Agency]; [Agency Address]; Attention: [Plan Administrator Title]
- Notices shall be deemed given on the date received by the addressee.
16. **Term of Agreement.** This Agreement shall remain in effect for the period beginning _____, 2022 and ending _____, 2025 ("Term"). This Agreement may be terminated at any time by giving thirty (30) days written notice to the other party of the intent to terminate. Absent a thirty (30) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve-month periods following the Term.
17. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.

18. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions, and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
19. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
21. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
22. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

AGENCY:

BY: _____
Plan Administrator Name

TITLE: _____

DATE: _____

PARS:

BY: _____
Tod Hammeras

TITLE: Chief Financial Officer _____

DATE: _____

EXHIBIT 1A
SERVICES

PARS will provide the following services for the [Agency Name] Public Agencies Post-Employment Benefits Trust:

1. Plan Installation Services:

- (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;
- (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
- (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.

2. Plan Administration Services:

- (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Public Agencies Post-Employment Benefits Trust ("Trustee"), based upon information received from the Agency and the Trustee;
- (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the Agency and/or Trustee;
- (C) Coordinating the processing of distribution payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
- (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope of this Agreement;
- (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
- (F) Preparing and submitting an annual report of Plan activity to the Agency;
- (G) Facilitating actuarial valuation updates and funding modifications for compliance with the applicable GASB pronouncements and/or statements, if prefunding OPEB obligations;
- (H) Coordinating periodic audits of the Trust;
- (I) Monitoring Plan and Trust compliance with federal and state laws.

3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

EXHIBIT 1B
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

An annual asset fee shall be paid from Plan assets based on the following schedule:

<u>For Plan Assets from:</u>			<u>Annual Rate:</u>
\$1	to	\$10,000,000	0.25%
\$10,000,001	to	\$15,000,000	0.20%
\$15,000,001	to	\$50,000,000	0.15%
\$50,000,001	and	above	0.10%

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.

EXHIBIT 1C
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information. Agency is solely responsible for ensuring that all information and documentation provided to PARS is true, correct, and authorized:

1. Executed Legal Documents:
 - (A) Certified Resolution
 - (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
 - (C) Trustee Investment Forms
2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
 - (A) Agency name
 - (B) Contribution amount
 - (C) Contribution date
 - (D) Contribution method (Check, ACH, Wire)
3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
 - (A) Agency name
 - (B) Payment reimbursement/distribution amount
 - (C) Applicable statement date
 - (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
 - (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)
4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.

Discretionary Trustee Fee Schedule

PARS Pension / OPEB Trust Program

This document is entered into by client and U.S. Bank National Association ("U.S. Bank"), as trustee.

Discretionary Trustee Fees

Discretionary Trustee Fees are based on the Investment Strategy you select. Following is a list of the Discretionary Trustee Fees applicable to each Investment Strategy:

- **Liquidity – First American U.S. Treasury Money Market** – Fund level fees only (see prospectus)
- **Liquidity – First American Prime Obligation Fund Class Z** – Fund level fees only (see prospectus)
- **Diversified Portfolios (Conservative, Moderately Conservative, Moderate, Balanced, Capital Appreciation, Custom)**

Per Annum Charges*

.35% on the first	\$5,000,000
.25% on the next	\$5,000,000
.20% on the next	\$5,000,000
.15% on the next	\$35,000,000
.10% on all over	\$50,000,000

*Waived for plan assets invested in First American Funds.

Other Fees

First American Funds (see prospectus)

Payment of Fees

- Market values used for fee calculations on fee invoices may differ slightly from market values on client statements due to posting of accruals, late pricing of securities and/or other timing issues.
- Fees are calculated and charged to the account monthly. If account cannot be charged after 30 days, fees not paid will be subject to a late charge of 1% per month on the unpaid balance.
- Changes to this Fee Schedule may be made at any time by U.S. Bank upon a sixty (60) days notice.

Acknowledged and Approved

Public Agencies Post-Employment Benefits Trust

Name of Plan/Trust

Name of Employer

Print Name of Authorized Signer for Employer

Title of Authorized Signer for Employer

Signature of Authorized Signer for Employer

Date

U.S. Bank and its representatives do not provide tax or legal advice. Each client's tax and financial situation is unique. Clients should consult their tax and/or legal advisor for advice and information concerning their particular situation.

PUBLIC
AGENCY
RETIREMENT
SERVICES

PARS

TRUSTED SOLUTIONS. LASTING RESULTS.



CITY OF IONE

PARS 115 Trust – OPEB Prefunding Program & Pension Rate Stabilization Program (PRSP)
September 6, 2022

CONTACTS

Mitch Barker

Executive Vice President

(800) 540-6369 x116

mbarker@pars.org

(Fiddletown Resident)

Kevin O'Rourke

Senior Municipal Consultant

(707) 249-5356

kevin@kolgs.org

PARS 115 TRUST TEAM

Trust Administrator & Consultant



- Serves as record-keeper, consultant, and central point of contact
- Sub-trust accounting
- Coordinates all agency services
- Monitors plan compliance (IRS/GASB/State Government Code)
- Processes contributions/disbursements
- Hands-on, dedicated support teams

38

Years of Experience
(1984-2022)

2,000+

Plans under
Administration

1,000+

Public Agency
Clients

490+

115 Trust Clients

500K+

Plan Participants

\$6.1B

Assets under
Administration

Trustee



- 5th largest commercial bank and one of the nation's largest trustees for Section 115 trusts
- Safeguard plan assets
- Oversight protection as plan fiduciary
- Custodian of assets

159

Years of Experience
(1863-2022)

\$5.0T

Assets under
Administration

Investment Manager



- Investment sub-advisor to trustee U.S. Bank
- Investment policy assistance
- Uses open architecture
- Active and passive platform options
- Customized portfolios (with minimum asset level)

103

Years of Experience
(1919-2022)

\$20.2B

Assets under
Management &
Advisement

490+ PARS 115 TRUST CLIENTS

Updated August 2022

Regional Client Agencies Include:

Cities

City of Angels Camp
City of Elk Grove
City of Galt
City of Lodi
City of Stockton
City of West Sacramento

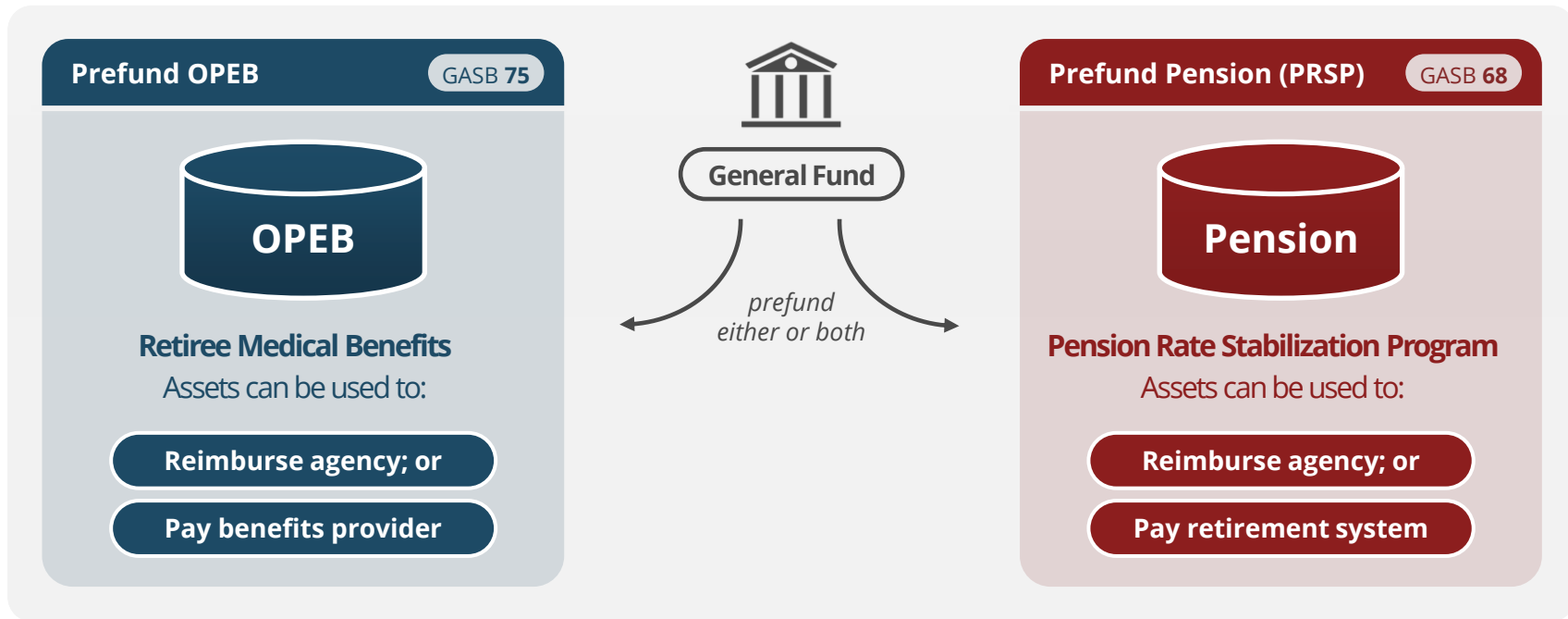
Special Districts

Calaveras County Water District
Rancho Murieta Community Services District
Sacramento Area Flood Control Agency
San Andreas Sanitary District
South Placer Fire District

Counties

Amador County
Calaveras County
Placer County
San Joaquin County

PARS IRS-APPROVED SECTION 115 TRUST



Subaccounts

OPEB and Pension assets are individually sub-accounted, and can be divided by dept., bargaining group, or cost center



Financial Stability

Assets in the PARS Section 115 Combination Trust can be used to address unfunded liabilities.



Flexible Investing

Allows separate investment strategies for OPEB and Pension subaccounts.



Anytime Access

Trust funds are available anytime; OPEB for OPEB and Pension for Pension.



Economies-of-Scale

OPEB and Pension assets aggregate and reach lower fees on tiered schedule sooner – saving money!



No Set Up Cost or Minimums

No set-up costs, no minimum annual contribution amounts, and no fees until assets are added.

OPEB ACTUARIAL RESULTS

Data from GASB 75 Actuarial Valuation Valuation Date: July 1, 2019	Pay-as-you-Go Discount Rate: 4.00%	Percent Change	Prefunding Discount Rate: 7.00%
Actuarial Accrued Liability (AAL)	\$1,238,165	30-36% ▼	?
Actuarial Value of Assets	\$0	--	\$0
Unfunded Actuarial Accrued Liability (UAAL)	\$1,238,165	30-36% ▼	?
Actuarially Determined Contribution (ADC) for FY 2019-20	\$208,021	30-36% ▼	?
Annual Benefit Payments with Implied Subsidy (Pay-as-you-Go) for FY 2019-20	\$35,965	--	\$35,965

Rule of thumb: For every one percent increase in the discount rate, the unfunded liability is lowered by 10-12%.

The

PARS PENSION RATE STABILIZATION PROGRAM

for prefunding pension obligations

BACKGROUND – PENSION

- Since 2015, GASB 68 has required disclosing Net Pension Liability on financial statements as a line item on the balance sheet
- Before the concept of pension prefunding, the only way to reduce retirement system unfunded liabilities was to send additional contributions in excess of annual required employer contributions
- Pension trust prefunding assets can be transferred to the retirement system at the Agency's direction, which can help offset future rate increases (i.e., pension rate stabilization).

CalPERS Changes

CalPERS has announced changes directly affecting unfunded liability amounts and employer contributions:

Lowering of Discount Rate ¹

7.0%
▼
6.8%

CalPERS lowered the discount rate from 7.0% to 6.8%. The impact is reflected in the June 30, 2021 valuation reports.

¹ Contributions from policy changes beginning FY 23-24.

Shortened Amortization Period ²

30 years
▼
20 years

New actuarial liabilities are amortized over 20 years instead of 30, increasing required annual employer contribution amounts*

² 5-year ramp up in payments beginning FY 15-16 with full impact in FY 19/20.



PENSION FUNDING STATUS

As of June 30, 2021, City of Ione's CalPERS pension plan is funded as follows:

Combined Miscellaneous & Safety Groups *	Valuation as of June 30, 2020	Valuation as of June 30, 2021	Change
Actuarial Liability	\$10.1 M	\$10.6 M	4.4% ↑
Assets	\$7.0 M	\$8.3 M	19.0% ↑
Unfunded Liability	\$3.1 M	\$2.2 M	28.5% ↓
Funded Ratio	69.1%	78.9%	14.1% ↑
Employer Contribution Amount	\$0.4 M (FY 21-22)	\$0.5 M (FY 22-23)	6.7% ↑
Employer Contribution Amount – Projected *	---	\$0.4 M (FY 28-29)	10.7% ↓

* Data through 2028-29 from Agency's latest CalPERS actuarial valuation.

WHY PREFUND PENSION OBLIGATIONS?

1. Complete Local Control over Assets

Agency has complete control over assets, including contributions, disbursements and the timing, amount, and risk tolerance level of investments

2. Pension Rate Stabilization

Assets can be transferred to the retirement system at the Agency's direction, potentially reducing/eliminating large fluctuations in employer contribution amounts

3. Rainy Day Fund

Emergency source of funds when employer revenues are strained in difficult budgetary or economic times

4. Diversification

Allows for investment flexibility and offers the potential for assets to earn greater returns than the general fund; spread the risk vs. sending additional money to CalPERS



SIMPLE INVESTMENT APPROACH

1. Input Phase

- Target discount rate
- Risk tolerance
- Investment philosophy
- Asset allocation
- Timing on use of funds

2. Model Portfolios

Strategy	Equity	10-Yr Returns*
Capital Appreciation	65-85%	8.03%
Balanced	50-70%	6.90%
Moderate	40-60%	6.01%
Moderately Conservative	20-40%	4.32%
Conservative	5-20%	3.05%

3. Dedicated Portfolio Manager

- Makes recommendation
- Fiduciary responsibility
- Drafts investment policy
- Annual on-site reviews
- Cell phone access

*As of June 30, 2022

SAMPLE FUNDING POLICIES

- | | |
|--|--------------------------|
| 1. Contribute 50% of a given year's realized year end surplus to address pension liability | Alameda/Solana Beach |
| 2. Contribute full amount of annual PERS employer cont., allowing anytime access to trust assets | City of Brea |
| 3. Contribute funds to stabilize PERS employer Misc. and Safety rates through FY 23-24 | City of Healdsburg |
| 4. "One equals five plan" - \$1M contribution for 5 years will save taxpayers \$5M over 25 years | City of Huntington Beach |
| 5. Contribute Employer contribution equal to the 2.8% discount rate, with difference going into the Section 115 Trust | City of Sausalito |
| 6. Contribute the annual savings realized from Reduction in UAL payment resulting from Pension Obligation Bonds issuance | City of Placentia |
| 7. Earmark a portion of a local sales tax to be set aside for unfunded pension liabilities | City of Fountain Valley |
| 8. Use ongoing savings from prepaying CalPERS unfunded liability vs. higher monthly payments | City of Pasadena |
| 9. Use one-time revenue source and lower the minimum General Fund Reserve level (30% → 20%) | City of Glendale |

PROGRAM FEES

As of August 31, 2022

Trust Administration/Consulting Fees*



Plan Set-Up Fee:

None

Ongoing Fees:

0.25%	for assets \$0-10 million
0.20%	for assets \$10-15 million
0.15%	for assets \$15-50 million
0.10%	for assets over \$50 million

Discretionary Trustee/Investment Management Fees**



Plan Set-Up Fee:

None

Ongoing Fees:

0.35%	for assets under \$5 million
0.25%	for assets \$5-10 million
0.20%	for assets \$10-15 million
0.15%	for assets \$15-50 million
0.10%	for assets over \$50 million

* PARS does not receive any compensation from the investments or any commissions, back-end loads, or any other forms of compensation.

** Subject to change due to rebalancing, as fees are waived for plan assets in First American Funds (money market)

WHY TAKE THIS STEP?

1. Smooths out pension rate volatility
2. Offer hedge against inflation
3. Provides a fiscal tool in your financial toolbox
4. Prepares today for tomorrow's pension realities

Questions?

Agenda Item

#5

DATE: September 6, 2022

TO: Mayor Epperson and City Council

FROM: Michael Rock, Interim City Manager
Julie Millard, Management Analyst

SUBJECT: Discuss and Consider authorizing the Interim City Manager to negotiate a Lease Agreement with KD's Horsemanship, LLC for Howard Park Caretaker / Ed Hughes Memorial Arena Host operations

RECOMMENDED ACTION:

1. Consider accepting Option A and authorize the Interim City Manager to negotiate a Lease Agreement with KD's Horsemanship, LLC for Howard Park Caretaker / Ed Hughes Memorial Arena operations.

FISCAL IMPACT:

The fiscal impact associated with this item will come when an agreement is awarded. The Lease Agreement will be a revenue sharing agreement so the impact to the City is a revenue gain to be determined after one year of operation with KD's Horsemanship.

ALTERNATIVES:

Council could choose not to accept this proposal and recommend staff release a new RFP/RFQ. This alternative will result in a delay in getting a permanent host for the arena. The fiscal impact of this alternative is that the City has fixed costs associated with arena operations that are not currently being offset by revenues through a joint venture with an arena host.

BACKGROUND:

On June 21, 2022 (Item 6), City Council briefly discussed the past history of Howard Park onsite caretakers as well as the Ed Hughes Memorial Arena management vacancy. Council agreed that having a Howard Park caretaker would benefit the City and that having an Ed Hughes Memorial Arena host/manager is needed. The Council also directed staff to present the matter to the Parks & Recreation Commission for input and recommendation.

On June 28, 2022 (Item 1a), staff discussed the management vacancy related to Ed Hughes Memorial Arena and the need for an onsite caretaker at Howard Park with the

Parks and Recreation Commission (Commission). Staff also presented the Commission with a draft Request for Qualifications (RFQ) for these services and requested input from the Commission. Finally, staff asked the Commission to consider making a recommendation to City Council to direct staff to release the RFQ.

On July 5, 2022 (Item 5), City Council directed staff to release the RFQ as recommended by the Commission. On Friday, July 8, 2022, staff released the RFQ with an August 10, 2022 deadline for submittals. The City received one proposal from KD's Horsemanship, LLC which has been evaluated by management and deemed acceptable for meeting the City's needs as outlined in the RFQ. KD's Horsemanship, LLC has provided two options in their proposal. These options are briefly outlined below:

Option A: Option A would require payment in the amount of \$1,300 per month to KD's Horsemanship for their services for both the caretaker and hosting jobs as well as for six (6) days of free full use of the arena each year for hosting private equine events/clinics.

Option B: Option B only covers the arena host duties and is a shared revenue proposal where KD's Horsemanship, LLC is requesting 20% of all revenue per month with a \$400/month minimum. There are other provisions that are outlined in more detail in the proposal.

KD's Horsemanship, LLC will bring an enormous amount of equine experience with them as well as experience with equipment maintenance, groundskeeping, business management, handyman/repair experience and a list of personal equipment and tools for use at the arena or within Howard Park.

On August 23, 2022 (Item 1a), staff presented KD's Horsemanship, LLC's proposal to the Commission. Staff recommended the Commission accept Option A and to direct staff to make a recommendation to City Council to enter into contract negotiations with KD's Horsemanship, LLC. With some minor provisions, the Commission accepted Option A.

Staff is recommending the City Council accept Option A and direct the Interim City Manager to enter into contract negotiations with KD's Horsemanship, LLC for custodian oversight for Howard Park and Ed Hughes Memorial Arena hosting. If so directed, staff will provide the proposed agreement to the Commission, per its request, and then present it to City Council at a future meeting. The date of this meeting is dependent upon lease negotiations.

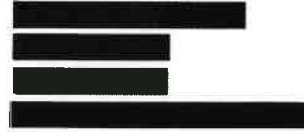
ATTACHMENTS:

KD's Horsemanship, LLC Proposal

KD's Horsemanship LLC



City of Lone
RECEIVED
AUG 05 2022
Julie Millard



To The City of Lone,

KD's Horsemanship is excited to submit our proposal for both the Howard Park Caretaker and Ed Hughes Memorial Arena Host positions. We are composed of a husband and wife duo with many years' experience working with horses, equipment and the public. We are also excited to relocate back to Amador County to help preserve Howard Park and Ed Hughes Memorial Arena for future generations.

Sincerely,
KD's Horsemanship LLC

City of Lone
Attn.: Julie Millard, MPA
1 E. Main Street
P. O. Box 398
Lone, CA 95640

Personal Statement – Kathy Van Steyn

I grew up in Jackson, CaA. and was raised by great horsemen and women. I attended many roping events at the arena when it was located at the baseball diamonds. My foundation of horses and training started very young. I would help with the ranch chores like riding the tractors, driving the horses and teams, grooming, feeding, watering, running the drag in the arena by horse and by tractor. My grandfather Richard L. Prouty moved to lone in his youth where he lived for at least 20 years. The Prouty House where he was raised is on Jackson Street in the City of lone. During his time in lone, as well as after he left, he was always involved in the lone rodeo scene. He passed away when I was 19, however I remember spending much time with him in lone at various events and parades.

I had a break from horses until my 30's. In my 30's I purchased my first horse and landed my first ranch job at KISS Ranch in Herald. Unfortunately, the owner is no longer able to run due to terminal cancer. I worked there for approximately 9 years. I fed, cleaned, trimmed hooves, did ground keeping with volunteers, and helped with keeping up the two arenas. I also at times fired and hired staff to work alongside me training for future days on their own. I would turn horses out as well. I had a brief job at another facility where I did pretty much the same for the barn and staff. I worked for that barn for 2 years. (This facility is closed as well)

I'm business oriented. It is not only for fun, although I enjoy it tremendously. But the horses are the most important to me. They will come first in all circumstances, including safe footing in the arena. My experience is wide. I have many years with ranch work. I've driven tractors, back hoes, did gardening, fixed water pipes, fencing, did some welding, repaired ranch vehicles, rebuilt an

engine for a ranch truck, bucked hay, hauled horses, first aid and breeding, and maintained 99 horses at one time. Growing up my family and husband were/are mechanics, contractors, and electricians. I can work on pretty much anything in mechanics. I can build my own buildings. I can maintain the grounds. I do my own vehicle upkeep, and I can do it all well. I am very particular when I clean, it must be tidy.

While being a presence for the park 24/7 it will not only help the City of Lone but Lone PD by dissuading unwanted activity. I can be the security, the eyes, the happy face, the smile. I can take care of the arena, the grounds, and greet the guests. I can assist with all clinics and all disciplines. I can bring new clientele in. I can save the City of Lone a lot of money. How? Having an online payment method for the arena, all payments would go directly to the city. Living on site would save the city money as well. I can take over the arena and the surrounding grounds and make it a safe riding facility for all disciplines of horses. I will have an ATV or golf cart (at my own expense) to patrol the Howard Park and Arena areas every day- several times a day. I was also a groundskeeper/ park patrol/ at a residential/recreational facility for 2 years.

Personal Statement – David Van Steyn Sr

I will be assisting as much as possible with the daily activities. I do work a full-time job as a Diesel Tech Foreman in Stockton, CA. What I can bring is maintenance help and support to Kathy. I started working when I was 16. I was a truck driver then transferred to mechanic. I have wrenched for 30 years for companies but have about 50 years' experience in maintenance. I am willing to help Todd or whoever does the repair or solely repair equipment and save the city some money. When my wife, Kathy is busy during a clinic or other event I will be her back up for the park patrol and safety thereof. I have been a foreman with a crew of 4-6 technicians for approximately 25 years. I look forward to working with the City Parks and Rec and my wife helping to keep Howard Park and Ed Hughes arena safe and fun for everyone.

Skills/Qualifications - Kathy Van Steyn

Mechanic

- Engine Rebuild
- Upkeep of vehicles/equipment (cars, tractors, mowers, etc.)
- Maintenance

Tractor

- Operate in an appropriate fashion to groom, grade, dig, and drag
- Operate various implements
- Operate small and large tractors

Business

- Advertising Sales
- Organize
- Customer Service
- Punctual

Equine

- Clinic Host
- Training
- Riding
- Lessons
- Health Maintenance, breeding, and farriering
- Boarding

Grounds Keeping

- Mowing, weeding, and trimming
- Planting and routine maintenance
- Fencing, plumbing, and painting

Skills/Qualifications - David Van Steyn Sr

Mechanic

- Welding
- Rebuild small and large equipment
- Electrical
- Troubleshooting
- Ag Equipment Maintenance
- DOT Inspections
- HVAC 608
- Diagnostics

Business

- Customer Service
- Parts Inventory
- Computer
- Office/phones
- Supervisor

Equine

- Riding
- Feeding
- Boarding
- Clinic Host

Grounds Keeping

- Mowing, weeding, and trimming
- Everyday maintenance
- Fencing, plumbing, and painting

Related Experience

Large Projects-

- Built tack shed
- Built fencing
- Cement work around home (pads, walkways, patio)
- Home remodeling (walls, floors, painting, repair)
- Back-hoe work
- Gardening

Small Projects-

- Built shelters
- Ditch Digging
- Wiring

PROPOSAL FOR HP AND EHA

1. Compensation of \$1300/month plus free RV hook ups and utilities. With 6 free days of full private use of arena per year for clinics or other events. This proposal is for the Howard Park and Ed Hughes arena positions combined.

City will save on hiring 2 full time employees to work the park and arena.

City will have a live on-site caretaker to help with security

City will have assistance with Evelyn Bishop Hall (opening/closing/cleaning etc.)

City will have assistance with bathroom cleaning and garbage control around the park

City will have eyes on any issues during the overnight hours such as water leaks, partying etc.

City will have grooming of the arena 1-3 times a day if needed

City will have assistance with maintenance around the entire park and arena

City will have someone there to make sure payments are made either in the box or hopefully in the future online.

City will have an arena assistant for all events and participants.

City will have assistance with bringing in events

City will have an advertising person to get the word out and promote the park and arena.

City will have help with light maintenance on vehicles/trackers/gardening tools etc.

City will have daily/monthly/yearly knowledge of arena/park revenue

City will oversee the arena/events/park and have knowledge of all events

2. Or- instead give KD's Horsemanship 20% of all revenue per month with a \$400/month minimum and allow KD's Horsemanship a total of 10 horses (3 are owned by KD's Horsemanship and up to 7 boarded) KD's Horsemanship will get all revenue from the boarding. Also, free water for horses always. Boarded horses will have free access to the EHMA for riding. Also, we will receive 6 full days of private arena use per year for clinics. KD's Horsemanship will have and utilize all the area near the RV hook ups, behind it, below it, the stables, and the flat area in front and behind. The flat areas will become paddocks and a small round pen for boarders to utilize. This proposal is for Ed Hughes Arena ONLY.

City will receive everything listed above and more, I'm sure.

3. KD's Horsemanship will be bringing its own equipment that will help with the groundskeeping.
4. This is just a small list of items, but an idea of what we can bring. Also, a mechanic on site.
 - a. Tractor
 - b. Mower
 - c. Tractor implements – drag, mower and scraper
 - d. Chain saws
 - e. Everything construction; hammers, saws, levels, drills, plumbing, etc.
 - f. Gardening equipment
 - g. 1965 F250 for assisting with garbage/limbs/ haul off to dumps
 - h. Utility trailer

Agenda Item

#6

DATE: September 6, 2022

TO: Mayor Epperson and City Council

FROM: Michael Rock, Interim City Manager
John Alfred, Police Chief

SUBJECT: Adoption of Resolution Designating Certain Employees as Code Enforcement Officials and Adopting Safety Standards Policy for Code Enforcement Officials

RECOMMENDED ACTION:

It is recommended that the City Council adopt Resolution 2022-19 designating certain employees as Code Enforcement Officials and Safety Standards Policy for Code Enforcement Officials

FISCAL IMPACT:

None.

BACKGROUND:

The proposed Resolution (*Attachment 1*) will update the designated employees to reflect current City staffing and organization structure in 2022. Furthermore, "EXHIBIT A" to the Resolution contains new safety standards for Code Enforcement Officials that are being adopted pursuant to Senate Bill No. 296. SB 296 (*Attachment 2*) was approved by the Governor in 2021 and amended the Penal Code to create a state-mandated local program requiring each local jurisdiction that employs code enforcement officers to develop safety standards for them.

In 2021 the State Legislature found and declared in SB 296 that code enforcement officers are disproportionately at risk for threat, assault, injury and homicide due to the nature of their obligations. The new safety standards emphasize situational awareness, avoiding conflict and communication. It also identifies training beneficial to Code Enforcement. SB 296 permits jurisdictions to retain the control to design and implement training and safety protocols consistent with the dynamics and needs of their own community.

ATTACHMENTS:

1. Proposed Resolution
2. Senate Bill No. 296

RESOLUTION NO. 2022-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE, CALIFORNIA, DESIGNATING CERTAIN EMPLOYEES AS CODE ENFORCEMENT OFFICIALS AND ADOPTING SAFETY STANDARDS POLICY FOR CODE ENFORCEMENT OFFICIALS

WHEREAS, on December 3, 2019, the City Council enacted Ordinance No. 515 establishing Section 15.24.101 "ENFORCEMENT" in Chapter 15.24 of the Municipal Code which prescribes a procedure for enforcing the City's adopted Codes and Ordinances; and

WHEREAS, Section 15.24.100 of Chapter 15.24 in the Municipal Code requires the City Council to adopt a Resolution designating certain City employees as authorized to enforce the City Municipal Code and issue citations for violations of the City Municipal Code and Ordinances; and

WHEREAS, on October 7, 2021, the Governor signed into law Senate Bill SB 296 which amended the Penal Code to create a state-mandated local program requiring that each local jurisdiction that employs Code Enforcement Officers to develop safety standards for them; and

WHEREAS, the State Legislature found and declared in SB 296 that Code Enforcement Officers are disproportionately at risk for threat, assault, injury and homicide due to the nature of their obligations and that safety training would be of benefit to help Code Enforcement Officers with the City achieve safe outcomes; and

WHEREAS, the purpose and intent of this Resolution is to comply with Section 2-321(a) by officially designating certain employees as Code Enforcement Officers which are identified as Code Enforcement Officials within the Ione Municipal Code of the City of Ione and SB No. 296 by adopting Code Enforcement Officer Safety Standards for the City's Code Enforcement Officials; and

WHEREAS, the City has prepared and attached as "**EXHIBIT A**" Code Enforcement Officer Safety Standards for the City of Ione; and

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Ione designates as follows:

SECTION 1. The foregoing recitals are incorporated herein and made a part hereof.

SECTION 2. The following City of Ione employees are hereby designated as Code Enforcement Officials of the City of Ione and shall have all of the authorities, responsibilities, and powers granted in Chapter 2 of the Municipal Code for the City of Ione:

1. The person(s) holding the office or position of Code Enforcement Officer, or any successor office or job position established by the City; and
2. The person(s) holding the office or positions of Building Official, Building Inspector, or job position established by the City; and
3. The person(s) holding the office or positions of Water Quality Manager, Water Quality Inspector, or any successor office or job position established by the City; and

4. The person(s) holding the office or position of Planning Manager, City Planner, or any successor office or job position established by the City; and
5. The person(s) holding the office or position of Community Services Director, Public Works Supervisor, Public Works Technician, or any successor office or job position established by the City; and
6. The person(s) holding the office or position of City Engineer, Engineering Technician, or any successor office or job position established by the City; and
7. Any active sworn Police Officer of the City of Lone.

SECTION 3. Prior to issuing any citations pursuant to Chapter 2 of the Municipal Code, a Code Enforcement Official shall obtain any and all certifications and/or training required by federal, state, or local laws in order to issue said citations including but limited to the PC 832 Arrest and Firearms Course.

APPROVED AND ADOPTED by the City Council of the City of Lone at a regular meeting on the 6th day of September, 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

Dan Epperson
Mayor

ATTEST:

Janice Traverso
City Clerk

**CITY OF IONE
CODE ENFORCEMENT OFFICERS: SAFETY STANDARDS****I. MISSION.**

Code Enforcement's mission is to preserve and enhance the livability, health, safety, and general welfare of all residents, businesses, and visitors that are served within the City of Ione. The Ione Municipal Code refers to Code Enforcement Officers as Code Enforcement Officials.

II. PURPOSE.

The purpose of this document is to develop safety standards appropriate for the Code Enforcement Officers employed in the City of Ione (hereafter "safety standards") is to provide guidelines for:

- Safety Concerns
- Communication Procedures
- Incident Reporting
- Equipment, Training, and Continuing Education

III. CODE ENFORCEMENT PHILOSOPHY AND CONSIDERATIONS.

The goal of code enforcement is to achieve voluntary compliance by focusing on customer service. However, not all encounters have an equal degree of resolution and in rare occasions, officer safety concerns may arise. The intent of these safety standards is to allow the level of code enforcement that best fits the type and circumstances of the code violation(s), environment, and to maximize available resources.

IV. BACKGROUND.

California State Senate Bill No. 296 was approved by Governor Gavin Newsom after the California State Legislature found and declared that code enforcement officers are disproportionately at risk for threat, assault, injury, and even homicide due to the nature of their obligations. On October 07, 2021, Section 829.7 was added to the Penal Code, relating to code enforcement officers and required each local jurisdiction that employs code enforcement officers to develop safety standards appropriate for the code enforcement officers employed within their jurisdiction. Although there is no set standard for code enforcement officers locally, statewide, or nationally, each jurisdiction is required to develop safety standards to ensure that the best interest of the officers performing these types of duties are considered.

V. ROLE OF CODE ENFORCEMENT OFFICERS.

Code Enforcement Officers are not sworn law-enforcement personnel nor have special authority to exercise powers granted to sworn law-enforcement personnel outlined in the California Penal Code. Code Enforcement Officers are not required to have specific training or certifications like their law enforcement counterparts. ***Non-sworn code enforcement officers without proper training, experience, or authority should use reasonable efforts to avoid situations where physical combat techniques may be required.***

This written procedure is not intended to be used as a use of force policy or authorization to enforce regulations not intended for code enforcement personnel. Typically, code enforcement officers enforce local and adopted ordinances outlined in the jurisdiction's regulations. In all circumstances where an officer feels a sense of danger, they should immediately leave the area and notify a supervisor.

VI. SAFETY PROCEDURES.

A. Safety Concerns

Code enforcement officers face inherently dangerous and high risk below are listed duties and suggested courses of action:

Type	Concerns	Safety Measures
Interior Housing Inspection	Assault & Battery, Dog Attack	Verify animal secured and home vacant prior to onsite inspection
Substandard Structures	Tripping, Falling Material, Dust, Mold	Appropriate shoes, Hard Hat, Flashlight, Face Mask
Task Force	Irate & combative people	Coordinated plan amongst task force members including lone Police Dept.
Business Compliance Inspections	Irate people, runners	Pair up staff if it looks / feels sketchy
Vacant Property	Vectors, vegetation, unsafe pools, squatters	Coordinated plan with Vector Control for vectors, Building & Safety for securing site, lone Police Dept. for squatters
Water Quality Inspections	Slipping, wet roads, muddy sites, weather, construction	Wear appropriate weather gear, wear vest, appropriate shoes and hard hat on construction sites
Unpermitted Work Inspections	Unsafe construction, exposed trench or wires	Coordinate with Building & Safety to access site, wear safety vest and helmet, be aware of surroundings

Vehicle / Parking Enforcement	Motorists, irate & combative people, homeless	Wear safety vest and be aware of surroundings, coordinated plan with lone Police Dept.
Administrative Warrants	Threats of litigation, irate people, dogs off leash	Coordinated plan amongst the City Attorney, OCFA, OC Health, and lone Police Dept. as needed

It is strongly recommended that a case history be reviewed prior to visiting any property or place of business. The use of case history and documentation is vital to safety. Utilizing local law enforcement property history is highly recommended.

To maintain safety for all Code Enforcement Officials, whether in the field or in the office, all Code Enforcement Officials in lone shall use the **BASE** Rule (**B**e **A**lert **S**can for Warning Signs **E**vacuate), best practices include:

- 3) Code Enforcement Officials should **ACT WITH PURPOSE**. It establishes confidence, commands presence and can act as a deterrent to an attack.
- 4) Code Enforcement Officials should eliminate distractions. Officials should not do anything that will preoccupy them from safely making observations and interacting with the public.
- 5) During field interviews, Code Enforcement Officials shall ensure that they:
 - Are in a position of advantage or have an escape route readily available.
 - Are alert for warning signs of aggression from both people and animals on the property.
 - When contacting an individual, attempt to determine if there are other people or animals on the property. Ask for any hazards on the property such as failed septic systems, hazardous electrical, etc.
 - Be alert for weapons. If an Official observes what they think is a weapon, the preferred option shall be to end the conversation and leave the area safely and immediately.
4. Code Enforcement Officials shall exhibit care when dealing with animals
 - a. All animals encountered in the field shall be treated with caution. Watch for aggressive or threatening behavior and respond accordingly.
 - b. Have a responsible party secure any animals which may be hostile to a Code Enforcement Officials during the inspection.
5. Inspecting Vacant Buildings/Structures

- a. Code Enforcement Officials shall NOT enter a non-residential building/structure that appears to be currently occupied. If a building or structure has indications of being occupied the Code Enforcement Officials shall attempt to contact a responsible party to determine occupancy and safely contact any individual that may be inside the building/structure.
- b. In addition to safety concerns, a sign of current occupancy will usually trigger the need to obtain consent or a warrant to continue the inspection.
- c. Code Enforcement Officials should knock loudly and announce their presence when conducting inspections. Wait for a response and continue to look for signs of current occupancy.
- d. If the Code Enforcement Official is unable to contact a responsible party, law enforcement may be contacted to ensure that the inspection of the building/structure can be made safely.

Expectations

1. When in the field, Code Enforcement Officials are expected to know their approximate location to be able to report it in the case of an emergency.
2. Code Enforcement Officials are expected to strive to maintain a “professional face” when interacting with upset or angry individuals so that they can remain detached enough to safely observe the actions of the individual and assess any possible threats or hazardous situations.
3. Code Enforcement Officials are expected to make note of suspicious activity or hazards for reporting to the appropriate agency.
4. Code Enforcement Officials are never expected to knowingly put themselves into dangerous or harmful situations.
 - a. When a Code Enforcement Official may face potentially dangerous or harmful situations, staff shall consult with a supervisor to address the hazards. Such measures to address the hazards could include taking a second official or contacting Lone Police Department, or performing the inspection only after law enforcement has mitigated the hazard.
 - b. If a Code Enforcement Official observes a hazard which constitutes an immediate threat to life or property, the Code Enforcement Official shall immediately take steps to ensure their safety and make the necessary notification to 911 and/or other first responders. Immediately after this notification, the Code Enforcement Official shall contact their supervisor or designee when it is safe to do so.
5. The most important thing to do if the area does not appear to be safe is to **ACT** by leaving the area. The best response for a Code Enforcement Official when confronted with a direct threat is to safely and immediately leave.

Threats, Assaults and Batteries

All threats, assaults and batteries directed at Code Enforcement Officials are serious and shall be reported to supervision, management, and/or law enforcement, immediately (as soon as it is safe). Code Enforcement Officials should obtain as much information as safely possible about the subject making the threat, assault or battery, including their intent, ability and desire to carry out their actions, and include this information in the report to law enforcement and their immediate supervisor(s).

Avoiding Conflict

The use of body language, choice of words, and tone should all be employed to de-escalate a potentially hostile situation. Use these techniques if it is safe to do so to try and complete an assignment. Conflict resolution training may be available and recommended for all Code Enforcement Officials.

If de-escalation is not effective, Code Enforcement Officials should end the communication and leave the area. This applies to both hostile subjects and hostile animals.

Use of Force

In the rare case of immediate and direct threat to life, Code Enforcement Officials may use the minimum reasonable amount of force necessary to mitigate the threat and allow for evacuation or escape from the area. The preferred method is to leave the area. If a Code Enforcement Official needs to use force for self-defense (i.e., either physically or by visually displaying pepper spray or other equipment), then such action shall be reported immediately (as soon as it is safe) to law enforcement and their immediate supervisor.

The exercise of good judgment at all times when force is necessary. Each situation explicitly requires the use of force to be reasonable and only that force which reasonably appears to be necessary may be used to mitigate a direct threat. Mere verbal threats of violence, verbal abuse, or hesitancy by the person in following commands do **NOT**, in and of themselves, justify the use of physical force **WITHOUT** additional facts or circumstances which, taken together, pose a threat of harm to the Code Enforcement Official or others. Code Enforcement Officials must be prudent when applying any type of use of force.

Unreasonable application of force on a person is a violation of California and federal law, which may result in the criminal prosecution of the Code Enforcement Official and/or civil liability for the Code Enforcement Official.

Unreasonable application of physical force on an animal is a violation of California Humane Law (California Penal Code 597), which may result in criminal prosecution and/or civil liability of the Code enforcement Official.

Code Enforcement Officials should clearly understand that the standard for determining whether the force applied was reasonable is that conduct which a

reasonable Code Enforcement Official would exercise based upon the information the Code Enforcement Official had when the conduct occurred.

The decision to use physical force places a tremendous responsibility on the Code Enforcement Official. There is no one capable of advising the Code Enforcement Official on how to react in every situation that may occur. Ideally, all situations should require only verbalization. Code Enforcement Officials must be able to escalate or de-escalate the response that reasonably appears to be necessary to control a situation.

B. Reporting

Code Enforcement Officials are required to immediately report all Official/staff safety issues to a supervisor. This includes the mere display of officer safety equipment or pepper spray.

After a verbal notification of an Officer/staff safety issue, the supervisor shall require Code Enforcement Official to submit a written report of the situation to Human Resources.

C. Communication

The goal of lone Code Enforcement is always to educate the public first by using a respectful attitude, proper tone, and effective communication. While there are attacks on code enforcement officers that have occurred; preventative measures and awareness are key to avoiding the probability of escalation or a confrontation with members of the public.

While the need for safety is essential, Code Enforcement Officials shall utilize de-escalation techniques, crisis intervention tactics, and other alternatives when it is safe and feasible to do so. Code Enforcement Officials should obtain training and guidance on when and how to use communication, de-escalation, and crisis intervention strategies to defuse and resolve encounters

Code Enforcement Officials are encouraged to consider the following:

- I. Communication should be the first option, if the situation safely allows the time and distance for communication to occur. Officials should maintain communication throughout any encounter under such circumstances.
- II. How to approach, greet, engage, adapt, repair, and close the event in an effective manner;
- III. Tactical methods not limited to time, distance, cover, and concealment;
- IV. The impact of volume, tone, pace, and demeanor on communication;
- V. Giving respect and dignity;
- VI. Active listening;
- VII. Ability to give and receive constructive feedback;

- VIII. Mindful attention;
- IX. Providing a voice to others and the value of allowing people to “vent”;
- X. Non-verbal communication and behavioral cues;
- XI. Questioning strategies: open vs closed-ended;
- XII. Persuasion strategies: rational, personal, or ethical appeals;
- XIII. Dealing with difficult or dominating people;
- XIV. Inappropriate communication;
- XV. WAIT Strategy – “Why Am I Talking?”
- XVI. Officers should consider whether an individual’s non-compliance may be due to a medical condition, mental impairment, substance interaction, developmental or physical disabilities, or other considerations that may be beyond the individual’s control. If safe and feasible, officers should use de-escalation techniques, or alternative resources (such as calling in additional trained personnel)

ADDITIONAL CONSIDERATIONS

Ione Code Enforcement Officials like all code enforcement officers are ordinary citizens with lives, homes and families. In the 21st Century the availability of information makes it relatively easy for bad actors to plan an attack or commit other unlawful acts against a Code Enforcement Official or their family. While Code Enforcement Officers are not specifically listed in VC 1808.4, some Code Enforcement Officers can be considered as qualifying for confidentiality under the specified conditions of VC 1808.4. The most common of these is VC 1808.4 (a) (19) “An active or retired CITY enforcement officer engaged in the enforcement of the Vehicle Code or municipal parking ordinances” (emphasis added). Ione’s Code Enforcement Officials routinely deal with the enforcement of Municipal Code Parking Ordinances that regulate lawn cars, vehicle advertising, inoperable vehicles, oversized commercial vehicles and recreational vehicles and trailers on a regular basis. To maintaining safety for all Ione Code Enforcement Officials in Ione and Code Enforcement Official engaging in the enforcement of vehicles can request on their department’s letterhead and signed by a City Supervisor authorized to/capable of verifying employment and qualification, for DMV confidentiality pursuant to VC 1808.4, along with INV 32 forms, Request for Confidentiality of Home Address, from the Department of Motor Vehicles, Investigation Division, Confidential Records Unit, P.O. Box 825389 M/S N227, Sacramento, CA 94232-3890. The Letter making the request shall state the VC 1808.4 subsection/reasons under which the employees qualify for confidentiality and the number of forms requested (one per employee). Then simply fill out the INV 32 forms and return them to the DMV.

SUGGESTED EQUIPMENT

Equipment	Reason
Uniforms	Proper Identification of code enforcement personnel: <ul style="list-style-type: none"> • Shirt/Polo
	<ul style="list-style-type: none"> • Metal Badge • Identification Badge Card • Business Cards • Hat
Vehicles	Identification of City Personnel
Personal Protective Equipment	Hazardous conditions: <ul style="list-style-type: none"> • Mask/Face Cover • Goggles • Shoe Covers • Respirators (proper fitting) • Gloves • Hard Hat • Ear Plugs / Ear Protection • Sanitizer • Sanitizer Spray
First-Aid Kit	Triage field injury
Telephone	Contact / Summon assistance
Oleoresin Capsicum (Pepper Spray)	Defensive purposes when protecting oneself from personal injury and/or to stop further physical injury to oneself or to others

SUGGESTED TRAINING

Training	Reason	Provider
PC 832 - Course	Citation Authority	Training Academies Minimum content and hourly requirements
Hazmat	Airborne pathogens	ICC / CACEO
Report Writing	Documentation	ICC / CACEO
Hoarding	Airborne pathogens/Inspection Safety	ICC / CACEO
Joint Enforcement	Warrants	ICC / CACEO
Compliance Inspections	Basic Safety protocols	ICC / CACEO
Drug Awareness	Situational awareness	ICC / CACEO
Mental Illness	Situational awareness	ICC / CACEO
Mold	Airborne pathogens	ICC / CACEO
Pest Infestation	Airborne pathogens	ICC / CACEO
Situational Awareness	Situational awareness	ICC / CACEO
Effective Communication	De-escalation techniques	ICC / CACEO
Code Official Safety Specialist (COSS)	Officer Safety	ICC / CACEO

Senate Bill No. 296

CHAPTER 637

An act to add Section 829.7 to the Penal Code, relating to code enforcement officers.

[Approved by Governor October 07, 2021. Filed with Secretary of
State October 07, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

SB 296, Limón. Code enforcement officers: safety standards.

Existing law defines the term “code enforcement officer” as a person who is not a peace officer, who has enforcement authority for health, safety, and welfare requirements, and who is authorized to issue citations or file formal complaints, as specified.

This bill would require each local jurisdiction that employs code enforcement officers to develop safety standards appropriate for the code enforcement officers employed in their jurisdiction. By imposing new duties on local jurisdictions, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Digest Key

Vote: MAJORITY Appropriation: NO Fiscal Committee: YES Local Program: YES

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

The Legislature finds and declares that code enforcement officers are disproportionately at risk for threat, assault, injury, and even homicide due to the nature of their obligations.

SEC. 2.

Section 829.7 is added to the Penal Code, immediately following Section 829.5, to read:

829.7.

Each local jurisdiction that employs code enforcement officers shall develop code enforcement officer safety standards appropriate for the code enforcement officers employed in their jurisdiction.

SEC. 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

Agenda Item

#7

DATE: September 6, 2022

TO: Mayor Epperson and City Council

FROM: Michael Rock, Interim City Manager
Julie Millard, Management Analyst

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

RECOMMENDED ACTION:

The Council direct staff to negotiate a Lease Agreement for the Amador Central Railroad Company (ACRC) to lease and maintain the Train Depot Building.

FISCAL IMPACT:

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

BACKGROUND:

Over the last two Parks and Recreation Committee meetings in July and August of this year the ACRC has requested the possibility of leasing and maintaining the Train Depot Building located at the Train Depot Park. The Train Depot Building is not part of the construction of the brand-new Train Depot Park.

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

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

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

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

ATTACHMENTS:

ACRC photographs of restored Train Depot Buildings in California

Laws



Live Oak



Goleta



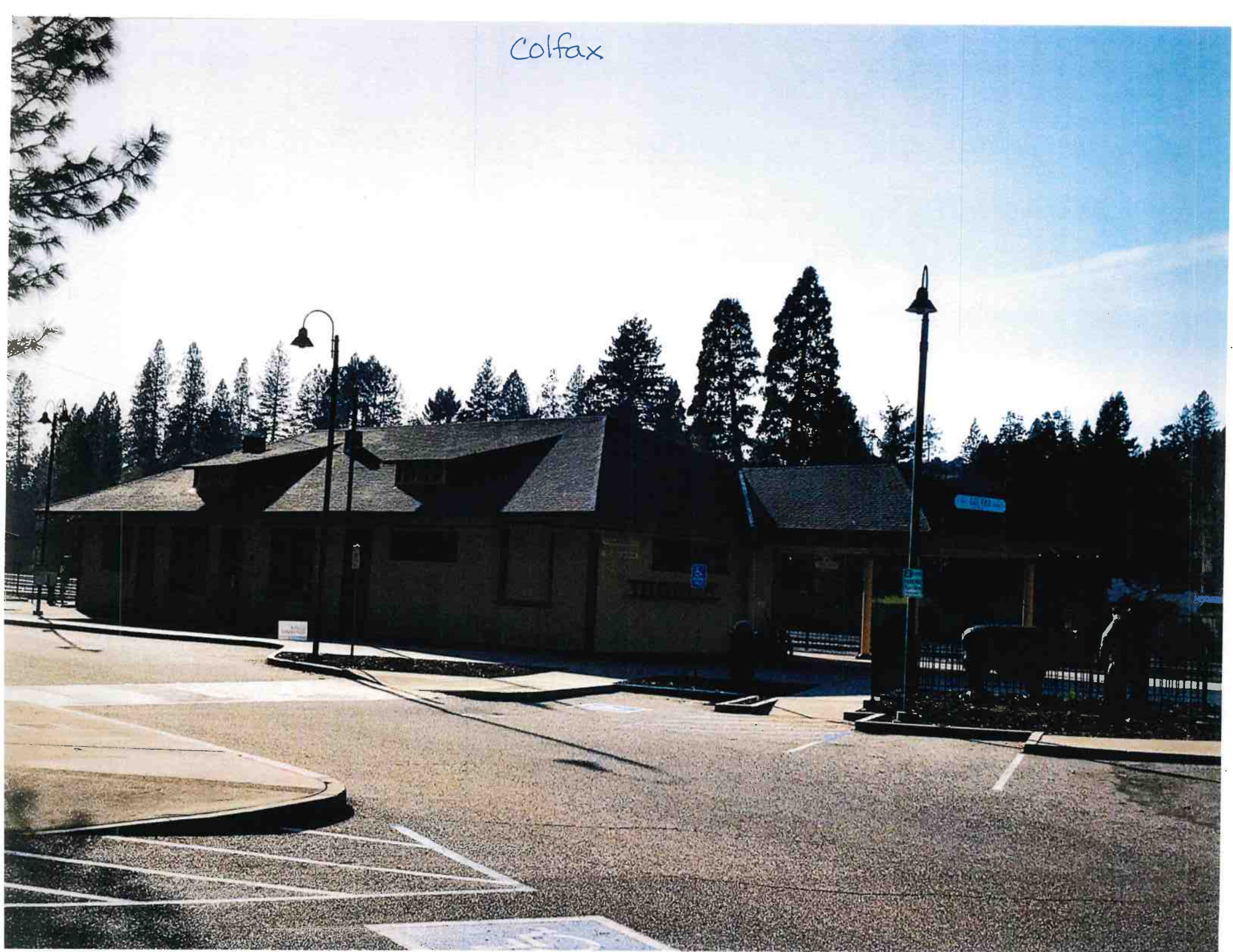
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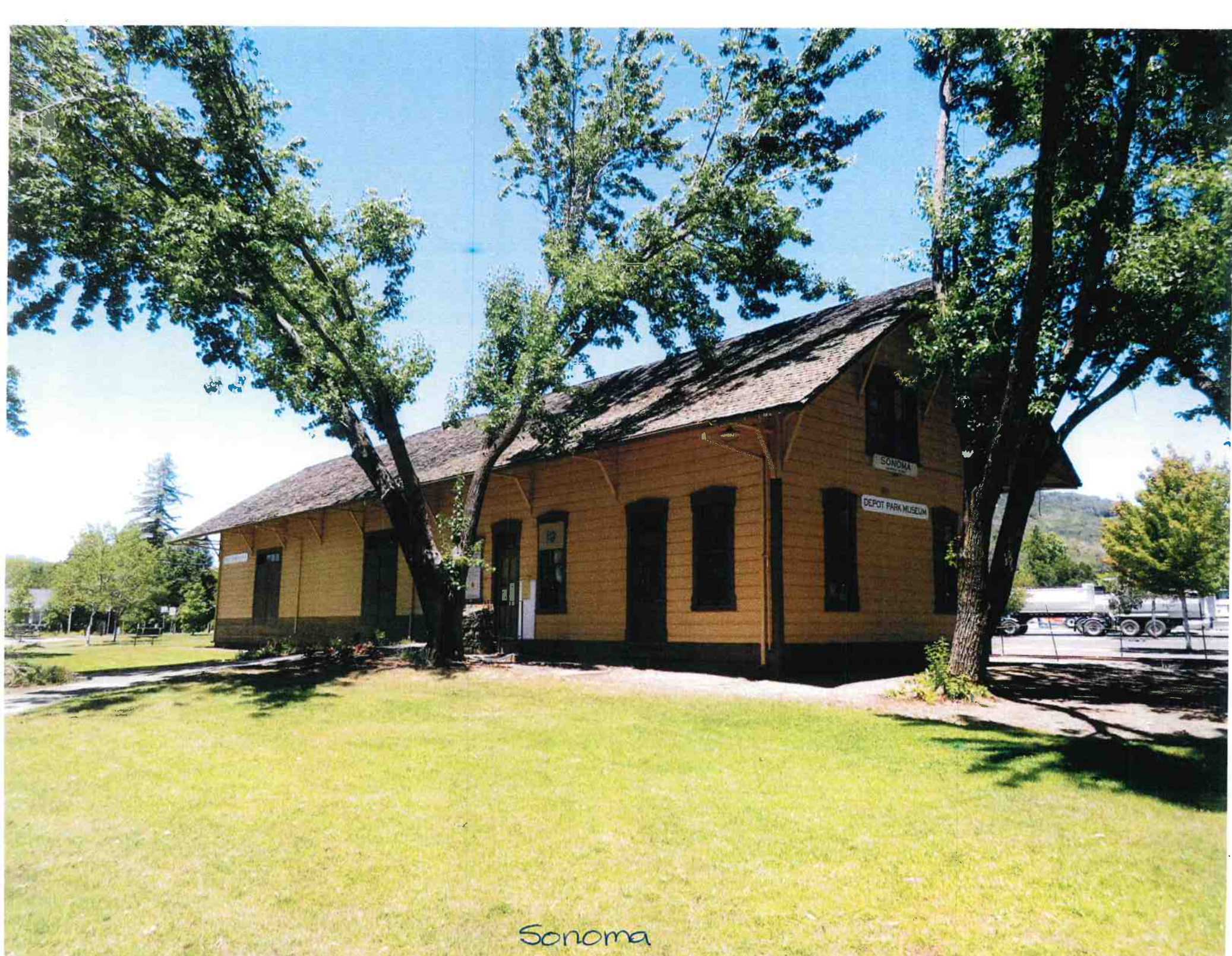


Sunol



Colfax





Sonoma



SONOMA DEPOT



ON JANUARY 2, 1976 THE ORIGINAL DEPOT WAS DESTROYED BY FIRE. WITH THE UNITED EFFORTS OF THE CITY OF SONOMA, SONOMA VALLEY HISTORICAL SOCIETY AND HUNDREDS OF INTERESTED AND DEDICATED CITIZENS, SUFFICIENT FUNDS WERE COLLECTED TO RECONSTRUCT THE BUILDING. THE ORIGINAL DEPOT WAS CONSTRUCTED IN 1880 ON THE NORTH SIDE OF THE PLAZA AND IN 1890 IT WAS MOVED TO THE PRESENT LOCATION AND EXPANDED TO ACCOMMODATE THE GROWING NEEDS OF THE VALLEY. THE CITY OF SONOMA PURCHASED THE DEPOT AND SURROUNDING THREE ACRES IN 1975 TO PRESERVE FOR FUTURE GENERATIONS AN IMPORTANT ERA IN THE HISTORY OF SONOMA.

HENRY J. RIBONI
MAYOR

NANCY PARMELEE
VICE MAYOR

KENNETH S. McTAGGART
COUNCILMAN

DANIEL T. RUGGLES
COUNCILMAN

JEROLD W. TULLER
COUNCILMAN

FRANK E. JAMES
CITY MANAGER

1978