



**CITY OF IONE**  
**IONE, CA 95640**

**REGULAR MEETING STARTS AT 6:00 PM**

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

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

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

Join Zoom Meeting

<https://zoom.us/j/2351961316?pwd=d3lWTW0zbVJLb1pQNXBDQWtpZkRyUT09>

Passcode: 95640

Find your local number: <https://zoom.us/u/aeX3ZLbqgp>

**Tuesday, June 20, 2023**

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

**PLEASE LIMIT PUBLIC COMMENT/TESTIMONY TO FOUR MINUTES**

Gov't. Code §54954.3

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

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

**A. ROLL CALL**

**B. CLOSED SESSION:**

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

**6:00 P.M. REGULAR MEETING AGENDA**

**A. PLEDGE OF ALLEGIANCE**



**CITY OF IONE**  
**IONE, CA 95640**

**B. REPORT OUT OF CLOSED SESSION**

**C. APPROVAL OF AGENDA**

**D. PRESENTATIONS/ANNOUNCEMENTS:**

1. Caltrans Traffic Control Program

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

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

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

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

1. Receive and File Police Department 2023 May Report\*

**G. CONSENT CALENDAR:**

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

1. Minutes\*

*Recommendation: Approve Minutes from June 6, 2023 meeting.*

2. Signatures on Bank Accounts\*

*Recommendation: Adopt the following Resolutions:*

- a. Resolution No. 2023-17 – Bank of Marin
- b. Resolution No. 2023-18 – Wells Fargo Bank
- c. Resolution No. 2023-19 – Cambridge Investment Research
- d. Resolution No. 2023-20 – Local Agency Investment Fund

3. Revised job description- Public Works Superintendent\*

*Recommendation: Adopt Resolution 2023-\* creating the job description of Public Works Superintendent.*



**CITY OF IONE**  
**IONE, CA 95640**

**H. PUBLIC HEARING:**

None.

**I. REGULAR AGENDA:**

**1. City Council Committee Assignments\***

*Recommendation: Assign a Councilmember to the Amador Council of Tourism.*

**2. Master Professional Services Agreement with West Yost\***

*Recommendation:*

- a. Adopt resolution 2023-\* exempting itself from Municipal Code Section 2.44.150 – procurement procedures and Authorizing the City Manager to execute a Master Professional Service Agreement with West Yost for engineering support for the wastewater treatment plant and sewer collections system.*
- b. Adopt Resolution 2023-\* Authorizing the City Manager to execute a Task Order with West Yost for developing a Title 22 engineering report for the City of Ione Castle Oaks Water Reclamation Facility and golf course.*
- c. Adopt Resolution 2023-\* Authorizing the City Manager to execute a Task Order with West Yost for as needed support.*

**3. SB-1 Road Maintenance and Repair Projects**

*Recommendation: Adopt Resolution 2023-\* Adopting a list of projects for fiscal year 2023-24 funded by the Road Repair and Accountability Act of 2017 (SB-1).*

**J. REPORTS AND COMMUNICATIONS FROM CITY MANAGER**

**K. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEMS**

**L. RESUME TO CLOSED SESSION IF NECESSARY**

**M. REPORT OUT OF CLOSED SESSION**

**N. ADJOURNMENT TO REGULAR MEETING ON JULY 18, 2023**

**Upcoming Meetings:**

**June 27<sup>th</sup>:**

**Parks and Rec Commission Meeting**

**6:00 P.M.**



**CITY OF IONE**  
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<b>July 4<sup>th</sup>:</b>	<b>City Council Meeting Cancelled</b>	
<b>July 11<sup>th</sup>:</b>	<b>Planning Commission Meeting</b>	<b>6:00 P.M.</b>
<b>July 18<sup>th</sup>:</b>	<b>City Council Meeting</b>	<b>6:00 P.M.</b>

#### **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.

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#### **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.

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*CITY OF IONE*  
*IONE, CA 95640*

**Agenda Item #F1**

**DATE: JUNE 20, 2023**

**TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: JOHN ALFRED, CHIEF OF POLICE**

**SUBJECT: RECEIVE AND FILE POLICE DEPARTMENT MAY 2023 REPORT**

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**RECOMMENDED ACTION:**

1. Receive and file Ione Police Department 2023 May Report.

**FISCAL IMPACT:**

There is no fiscal impact associated with this item.

**BACKGROUND:**

This monthly report is for the month of May 2023. This report is designed to give you an understanding of the day-to-day operations of the Ione Police Department and staff for May of 2023.

**ATTACHMENTS:**

Summary – 2023 May Report

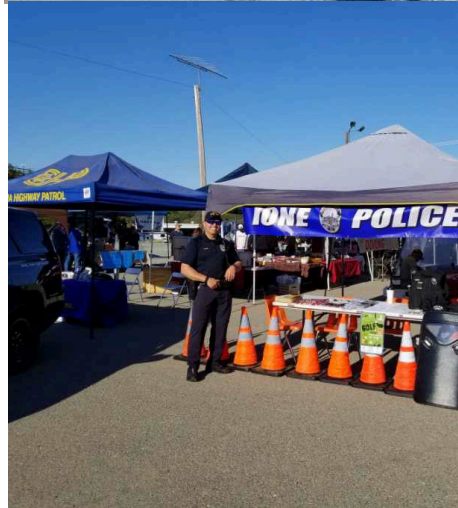




*CITY OF IONE*  
*IONE, CA 95640*

# IONE POLICE DEPARTMENT MAY REPORT

Data is from May 1<sup>st</sup> to May 31<sup>st</sup>





**CITY OF IONE**  
**IONE, CA 95640**

**CITY OF IONE**  
**POLICE DEPARTMENT**  
**2022**

**May Report to City Council**

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**Data is from May 1<sup>st</sup> to May 31<sup>st</sup>**

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**1. Calls for Service**

<b>2022 – May</b>	<b>122</b>
<b>2023 – May</b>	<b>106</b>

**2. Patrol Statistics**

<b>Type of Call</b>	<b>2022 – May</b>	<b>2023 – May</b>
<b>Officer Initiated Incidents</b>	217	436
<b>Traffic Stops</b>	272	158
<b>Other OIA Incidents</b>	217	278
<b>Business Checks</b>	111	187
<b>Vehicle/Person Checks</b>	37	15

<b>Type of Report</b>	<b>2022 – May</b>	<b>2023 – May</b>
<b>Total Reports</b>	56	36
<b>Accident Reports</b>	1	1
<b>Corner's Case</b>	0	1
<b>Felony</b>	8	3
<b>Information Report</b>	28	19
<b>Infraction</b>	0	0
<b>Misdemeanor</b>	17	10
<b>Unclassified</b>	2	1

<b>Arrests</b>	<b>2022 – May</b>	<b>2023 – May</b>
<b>Total Arrests</b>	17	5
<b>Misdemeanor</b>	9	4
<b>Felony</b>	5	1

<b>Citations</b>	<b>2022 – May</b>	<b>2023 – May</b>
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**CITY OF IONE**  
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<b>Total</b>	26	13
<b>Felony</b>	2	0
<b>Misdemeanor</b>	4	1
<b>Infraction</b>	19	11
<b>Parking</b>	1	1

### 3. Staffing Levels

- 1 Chief
  - 1 Sergeant
  - 2 Corporals
  - 4 Officers
  - 1 Reserve
  - 1 Part-time Administrative Analyst
- As of the date of this report, we are at full staffing levels for full-time employees. We currently have one reserve position open and are starting the recruiting process to fill the position.
  - We currently run 12-hour shifts for patrol staff and corporals (Day Shift 6 AM – 6 PM, Graveyard 6 PM – 6 AM, Corporals 2 PM – 2 AM). The Sergeant and Chief work a standard 8 hours shift Monday Through Friday.

### 4. Volunteer Unit

- This month, the volunteer unit was used for office duties and special events.
- The unit has volunteered over 146.75 hours during this month.
- The Police Department could only function with the support of our volunteer unit. The volunteers assist with records, property and evidence, special events, vacation home checks, and other collateral duties as assigned.

### 5. Guns Booked





*CITY OF IONE*  
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- 2 Handguns (1 Ghost Gun – not serialized)

#### 6. DUI Arrests

- 1

#### 7. Cases of Interest

During the Homecoming fireworks display, the Police Department received a report of subjects about to fight at the skatepark. Officers responded and observed one gunshot fired into the air around a group of 12 subjects. Officers contained the scene and took one subject into custody. A loaded firearm was found on the subject. Further investigation resulted in recovering an AR pistol with no serial numbers (ghost gun). The subject was booked into the Amador County Jail for weapons charges. The investigation is open and continuing.



**CITY OF IONE**  
**IONE, CA 95640**

**Agenda Item #G1**

**CITY OF IONE COUNCIL MEETING MINUTES**  
**Meeting of June 6, 2023**

**Mayor Rhoades called meeting to order at 6:00 PM**

**A. ROLL CALL:**

Present: Stacy Rhoades, Mayor  
Jack Mitchell, Vice Mayor  
Dominic Atlan, Councilmember  
Alison LaFayne, Councilmember  
Diane Wratten, Councilmember (6:13 p.m.)  
Staff: Amy Gedney, Interim City Manager  
Andy Pinasco, City Attorney  
Janice Traverso, City Clerk

**B. CLOSED SESSION:** Closed Session has been moved to before Regular Agenda.

CONFERENCE WITH LABOR NEGOTIATORS:

Agency designated representative: Andy Pinasco, City Attorney  
Unrepresented employee: Interim City Manager

**C. MAYOR RHOADES LED THE PLEDGE OF ALLEGIANCE**

**D. APPROVAL OF AGENDA:**

It was moved by Councilmember Atlan, seconded by Councilmember LaFayne and carried to approve the agenda with changes recommended by Mayor Rhoades: 1) move Closed Session before Regular Agenda and 2) reverse the order of items under Presentations/Announcements.

**AYES: Rhoades, Mitchell, Atlan, LaFayne**

**NOES:** None

**ABSENT: Wratten (6:13 p.m.)**

**ABSTAIN:** None

**E. PRESENTATIONS/ANNOUNCEMENTS:**

2. Proclamation honoring David B. Parker

*Recommendation: Adopt Proclamation for David B. Parker from the City Council of the City of Ione* – Vice Mayor Jack Mitchell read the Proclamation to David B. Parker. Mr. Parker stated that it is 50 years today that he has been involved in Fire Service and thanked everyone for his proclamation.

1. 2019-2020 Fiscal Year Audit



**CITY OF IONE**  
**IONE, CA 95640**

*Recommendation: Adopt Resolution 2023-\* Accepting the Fiscal Year 2019-2020 Independent Auditor's Report – Brian Nash, Richardson & Company, LLP – Mr. Nash reviewed with the Council and public the Management Letter Governance Letter, and major numbers in the Financial Audit. The financial statements have a clean audit opinion, and the Compliance Report does report some deficiencies in financial reporting--same issues as last year. After discussion by the Council, it was moved by Councilmember Wratten, seconded by Vice Mayor Mitchell and carried to table this item until next available meeting since the Council received the complete audit at the meeting.*

**AYES: Rhoades, Mitchell, Atlan, LaFayne, Wratten**

**NOES: None**

**ABSENT: None**

**ABSTAIN: None**

#### **F. PUBLIC COMMENT:**

Jim Scully presented a copy of a letter to CDCR from the Central Valley Regional Water Quality Control Board dated May 22, 2023 regarding the final inspection report for the Statewide General Waste Discharge Requirements and Amended Monitoring and Reporting Program requirements compliance evaluation inspection – California Department of Corrections and Rehabilitation, Mule Creek State Prison WDID#5SS011005.

Andy Aguilera, commented on the recent article in the Ledger-Dispatch regarding the letter issued by the Central Valley Regional Water Quality Control Board to CDCR. Mr. Aguilera received a letter from Amador Water Agency regarding contamination in the Ione water and asked if the City can look into it and maybe have the State do something about it.

David Anderson commented on Order No. 13267 issued on February 14, 2018 by the Regional Water Board prohibiting discharge from Mule Creek Prison storm water system because extraordinary contamination was continually being discharged.

Tom Quinn:

- Look forward to a new Building Inspector
- Would like to see the Public Works Manager at each Council Meeting
- The water that comes from the tap stinks

Oral Custer last week was Memorial Day and today is D-Day. We should honor our Veterans and support them.

#### **G. INFORMATION ITEMS:**

1. Park and Recreation Commission Summary – May 23, 2023



**CITY OF IONE**  
**IONE, CA 95640**

#### **H. CONSENT CALENDAR:**

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

1. Warrants Register May 31, 2023
2. Minutes of May 16, 2023 and May 30, 2023
3. Vacancy on Planning Commission
4. 2023 ACRA Pool Agreement
5. Somach, Simmons & Dunn Agreement
6. Revision to the City Attorney Contract

**AYES: Rhoades, Mitchell, Atlán, LaFayne, Wratten**

**NOES: None**

**ABSENT: None**

**ABSTAIN: None**

#### **I. PUBLIC HEARING:**

1. CDBG-CV1 2020 – Ione Emergency Small Business Loan Program Closeout Hearing
  - A. *Recommendation: Hold a Public Hearing to receive input regarding the CDBG Program*
  - B. *Adopt Resolution No. 2023-\* approving the closeout of the CDBG-CV1 2020 – Ione Emergency Small Business Loan Program*

CDBG created the Emergency Small Business Loan Program that local agencies could apply for and be dispersed to any local business that qualified. The City was granted \$63,000 and was able to assist eleven local businesses in the community.

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

It was moved by Councilmember Wratten, seconded by Vice Mayor Mitchell and carried to adopt Resolution No. 2023-15 Approving the closeout of the CDBG-CV1 2020 – Ione Emergency Small Business Loan Program.

**AYES: Rhoades, Mitchell, Atlán, LaFayne, 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.



**CITY OF IONE**  
**IONE, CA 95640**

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

- Interviews on June 19, 2023 for Wastewater Operations contractor and would like two Councilmembers and two technical members. Mayor Rhoades and Vice Mayor Jack Mitchell were appointed.

**K. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA:**

- Councilmember Wratten – discussion on the WIRIS project at an upcoming meeting.
- Councilmember LaFayne:
  1. Would like to provide a presentation at the next Council meeting from Caltrans on their Traffic Control Program
  2. Would like to schedule a meeting with Wildflower Subdivision developer on the streets.
  3. Would like to see three RFP's for pre-approved contractors for formal and informal bids, which is part of the Purchasing and Procurement Ordinance.
  4. Look into City Volunteer Groups which funding is available.
  5. Would like a Social Media Policy for City staff and contractors.
  6. City Manager is reviewing the job description for Public Works Manager.
  7. Would like to see a mission statement for Park & Recreation Commissioners.
- Mayor Rhoades:
  1. Public Works working on the basketball courts at Howard Park.
  2. Read a letter from Oliver Curran regarding a crosswalk on West Marlette by Church of Latter Day Saints.

**L. CLOSED SESSION: Council convened to Closed Session to discuss:**

**CONFERENCE WITH LABOR NEGOTIATORS:**

Agency designated representative: Andy Pinasco, City Attorney

Unrepresented employee: Interim City Manager

**M. DISPOSITION OF CLOSED SESSION: Mayor Rhoades announced that negotiation concluded. No further reportable action on the following:**

**CONFERENCE WITH LABOR NEGOTIATORS:**

Agency designated representative: Andy Pinasco, City Attorney

Unrepresented employee: Interim City Manager

**N. REGULAR AGENDA:**

1. Interim City Manager Employment Agreement\*

*Recommendation: Adopt Resolution No. 2023-\* Authorizing the Mayor to execute an employment agreement for Interim City Manager.*

**O. ADJOURNMENT:**





*CITY OF IONE*  
*IONE, CA 95640*

Mayor Rhoades adjourned the meeting.

Respectfully submitted,

Janice Traverso  
City Clerk

**RESOLUTION NO. 2023-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE  
DESIGNATING SIGNATURES FOR ORDERS FOR PAYMENT OF  
MONIES DRAWN AGAINST THE CITY OF IONE ON EXISTING ACCOUNTS  
AT BANK OF MARIN**

**BE IT RESOLVED**, that the Bank of Marin, as designated depository for the City of Ione, be and are hereby request, authorized and directed to honor all checks, drafts, withdrawals or other orders for payment of monies drawn against the City of Ione on its existing account, when bearing the signatures, or facsimile signatures of two of the following:

**Stacy Rhoades, Mayor**

\_\_\_\_\_

**Jack Mitchell, Vice Mayor**

\_\_\_\_\_

**Jodi Steneck, Finance Manager**

\_\_\_\_\_

**Janice Traverso, City Clerk**

\_\_\_\_\_

**Lisa Vicari, City Treasurer**

\_\_\_\_\_

**John Alfred, Police Chief**

\_\_\_\_\_

The foregoing resolution was duly introduced and adopted by the City Council of the City of Ione at their regular meeting held on June 20, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**Stacy Rhoades, Mayor**

**Attest:**

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

**RESOLUTION NO. 2023-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE  
DESIGNATING SIGNATURES FOR ORDERS FOR PAYMENT OF  
MONIES DRAWN AGAINST THE CITY OF IONE ON EXISTING ACCOUNTS  
AT WELLS FARGO BANK**

**BE IT RESOLVED**, that the Wells Fargo Bank, as designated depository for the City of Ione, be and are hereby request, authorized and directed to honor all checks, drafts, withdrawals or other orders for payment of monies drawn against the City of Ione on its existing account, when bearing the signatures, or facsimile signatures of two of the following:

**Stacy Rhoades, Mayor**

\_\_\_\_\_

**Jack Mitchell, Vice Mayor**

\_\_\_\_\_

**Jodi Steneck, Finance Manager**

\_\_\_\_\_

**Janice Traverso, City Clerk**

\_\_\_\_\_

**Lisa Vicari, City Treasurer**

\_\_\_\_\_

**John Alfred, Police Chief**

\_\_\_\_\_

**IT IS HEREBY CERTIFIED** that the foregoing resolution was duly introduced and adopted by the City Council of the City of Ione at their regular meeting held on June 20, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**Stacy Rhoades, Mayor**

**Attest:**

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

**RESOLUTION NO. 2023-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE  
DESIGNATING SIGNATURES FOR ORDERS FOR PAYMENT OF  
MONIES DRAWN AGAINST THE CITY OF IONE ON EXISTING ACCOUNTS  
AT CAMBRIDGE INVESTMENT RESEARCH**

**BE IT RESOLVED**, that the Cambridge Investment Research is a depository for the City of Ione, be and are hereby requests, authorized and directed to honor all checks, drafts, withdrawals or other orders for payment of monies drawn against the City of Ione on its existing account, when bearing the signatures, or facsimile signatures of two of the following:

**Stacy Rhoades, Mayor**

\_\_\_\_\_

**Jack Mitchell, Vice Mayor**

\_\_\_\_\_

**Jodi Steneck, Finance Manager**

\_\_\_\_\_

**Lisa Vicari, City Treasurer**

\_\_\_\_\_

**John Alfred, Police Chief**

\_\_\_\_\_

**IT IS HEREBY CERTIFIED** that the foregoing resolution was duly introduced and adopted by the City Council of the City of Ione at their regular meeting held on June 20, 2023 the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**Stacy Rhoades, Mayor**

**Attest:**

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

**RESOLUTION NO. 2023-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE  
AUTHORIZING INVESTMENT OF THE CITY OF IONE MONIES  
IN LOCAL AGENCY INVESTMENT FUND**

**WHEREAS,** The Local Agency Investment Fund is established in the State Treasury under Government Code Section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS,** The City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429, 1 et. seq. for the purpose of investment as provided therein is in the best interests of the City of Ione.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Ione does hereby authorize the deposit and withdrawal of the City of Ione monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein.

**BE IT FURTHER RESOLVED,** as follows:

Section 1. The following City of Ione officers holding the title(s) specified herein below or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

\_\_\_\_\_  
Stacy Rhoades, Mayor

\_\_\_\_\_  
Jack Mitchell, Vice Mayor

\_\_\_\_\_  
Jodi Steneck, Finance Manager

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

\_\_\_\_\_  
Lisa Vicari, City Treasurer

\_\_\_\_\_  
John Alfred, Police Chief

Section 2. This resolution shall remain in full force and effect until rescinded by the City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.



Resolution No. 2023-20

Page 2

The foregoing resolution was duly introduced and adopted by the City Council of the City of Ione at their regular meeting held on June 20, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Stacy Rhoades, Mayor**

**Attest:**

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**Janice Traverso, City Clerk**



**CITY OF IONE**  
**IONE, CA 95640**

**Agenda Item #G3**

**DATE: JUNE 20, 2023**

**TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: AMY GEDNEY, INTERIM CITY MANAGER**

**SUBJECT: ADOPT RESOLUTION 2023-\* ADOPTING A NEW JOB SPECIFICATION FOR PUBLIC WORKS SUPERINTENDENT AND REMOVING PUBLIC WORKS MANAGER**

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**RECOMMENDED ACTION:**

Adopt Resolution 2023-\* Adopting a new job specification for Public Works Superintendent and removing Public Works Manager.

**FISCAL IMPACT:**

This position will be allocated in the 2023-2024 Budget.

**BACKGROUND:**

With staffing changes, often new job descriptions are required to better suit the needs of the City. The City of Ione currently has a position for Public Works Manager. The current Public Works Manager is retiring. After a review of City operations, it appears that reverting this position back to a Superintendent will best suit the needs of the City.

**DISCUSSION:**

With the retirement of the incumbent, developing an understanding of the city's infrastructure, facilities, and maintenance programs will be a crucial aspect of this position. In essence, a hands on leader. The ability to lead and supervise is also an important aspect of this position as well.

The Public Works Manager supervised the Building Inspector, however, with this position change, the Building Inspector will be a direct report to the City Manager.

The current salary for the Public Works Manager is \$81,624-99,214. The range for the Superintendent position will be \$74,900 – 91,042.

**ATTACHMENTS:**

- A. Resolution 2023-\*
- B. Public Works Superintendent Job Specification

**RESOLUTION NO. 2023-\***

**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF IONE, STATE OF CALIFORNIA, ADOPTING A  
NEW JOB SPECIFICATION FOR PUBLIC WORKS SUPERINTENDENT  
AND REMOVING PUBLIC WORKS MANAGER**

**WHEREAS**, the City of Ione Public Works Department serves the needs of Ione's citizens by maintaining, operating, and improving the City's infrastructure; and

**WHEREAS**, the Public Works Manager position became vacant in the middle of June 2023 and changes are recommended to the job description prior to initiation of a recruitment to fill this vacancy; and

**WHEREAS**, the City Manager reviewed the current job specification for Public Works Manager resulting in the development of new job classifications and titles based on the current and future needs of the City; and

**WHEREAS**, the City Manager is recommending the addition of Public Works Superintendent to the classification plan and removing Public Works Manager.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Ione, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The City Council hereby adds the Public Works Superintendent to the Classification Plan and hereby directs the City Manager to incorporate this position into said plan.
3. The City Council hereby establishes and approves the salary ranges for the newly added Public Works Superintendent position as follows:

<b><u>Position (Job Title) – Full Time</u></b>	<b><u>Salary Range (Annual)</u></b>
Public Works Superintendent	\$74,900- 91,042\$

The following resolution was duly introduced and adopted at a special meeting of the City Council of the City of Ione on June 20, 2023 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Stacy Rhoades, Mayor

Attest:

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Janice Traverso, City Clerk



## CITY OF IONE JOB SPECIFICATION

### ***PUBLIC WORKS SUPERINTENDENT***

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

#### **DEFINITION**

Under direction of the City Manager, administers a comprehensive Streets, Parks, and Facilities program for the City; provides technical assistance to City staff in areas of responsibility; performs related work as required.

#### **DISTINGUISHING CHARACTERISTICS**

This is a single-incumbent professional level classification serving as the superintendent for the Public Works Department. The application of professional knowledge and skills is required in the research, analysis, planning, and implementation of effective programs and activities, and requires frequent use of independent judgment. The work frequently requires attending meetings, and making presentations to City Council, business and community groups. Assigned duties and responsibilities will require work to be performed during and outside of normal office hours, weekends, and holidays.

#### **SUPERVISION RECEIVED AND EXERCISED**

Receives administrative direction from the City Manager.

Exercises general supervision over supervisory, professional, technical, labor, and clerical staff, as assigned.

**ESSENTIAL FUNCTION STATEMENTS**--*Essential duties and responsibilities may include, but are not limited to, the following:*

- Plans, organizes, assigns, directs, supervises, and evaluates maintenance staff and activities in major public works areas (Parks, Streets, and Facilities).
- Assists in the development and implementation of goals, objectives, policies, procedures, work standards and the annual budget for the department in assigned areas of responsibility.
- Sets priorities, develops preventative maintenance programs and ensures that all assigned divisions area maintained at an optimum level within cost and staffing limitations.
- Selects assigned personnel and provides for their training and professional development; interprets City policies and procedure to employees; is responsible for morale and productivity of assigned staff.
- Maintain safe working conditions for the workforce and public.
- Utilize computer technology for work management, information management, and communications.
- Provides corrective counseling and recommends or administers discipline of personnel, as necessary.
- Confers with and provides technical assistant to members of City departments on various maintenance matters; coordinates activities of the division with those of other departments and agencies.



## **CITY OF IONE**

### **PUBLIC WORKS SUPERINTENDENT**

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- Conducts or directs studies; develops and reviews reports of findings, alternatives and recommendations; directs the maintenance of and prepares a variety of periodic and special reports regarding assigned responsibilities.
- Provides project management for Capital Improvement projects within areas of responsibility.
- Coordinates and administers contracts for the design and maintenance of facilities and equipment within areas of responsibility.
- Maintaining safety logs, coordinating safety meetings, and scheduling safety training.
- Represents the City in meetings with representatives of governmental agencies, professional, business, and community organizations and the public; handles difficult complaints and inquiries.
- Monitors developments related to public works maintenance activities; evaluates their impact upon City operations and recommends policy and procedural improvements.
- Works closely with other members of the City to provide a coordinated and supportive approach to service delivery.
- Serves on a rotating monthly schedule to manager off-hour emergency personnel call-out.
- Other duties as assigned.

### **QUALIFICATIONS**

#### **Knowledge of:**

- Principles, practices, methods, and materials for municipal maintenance projects and activities.
- Principles, practices, and techniques related to street, facilities, horticulture, and equipment maintenance.
- Supervisory principles and methods, including goal setting, budget preparation, and administration and employee supervision.
- Safety practices pertaining to the work.
- Applicable state and federal laws and regulations.
- Work planning, organization, and scheduling techniques.

#### **Ability to:**

- Plan, organize, assign, direct, review, and evaluate comprehensive municipal maintenance activities.
- Select, train, motivate, and evaluate assigned staff; develop, implement, and interpret policies, procedures, goals, objectives, and work standards.
- Analyze problems, evaluate alternatives and make creative recommendations; read and interpret plans and specifications and guidelines.
- Establish and maintain effective working relationships with those contacted in the course of the work; represent the City effectively in meetings with others.
- Maintain accurate records and prepare clear and concise reports and correspondence.

#### **Experience and Training Guidelines**

*Any combination of experience and training that would likely provide the required knowledge and abilities to perform the essential functions is qualifying. A typical way to obtain the knowledge and abilities would be:*

**CITY OF IONE**  
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**Experience:**

Five years of progressively responsible experience in the maintenance of streets, parks, facilities, grounds and/or equipment, at least three years of which must have been at a supervisory level.

**Education:**

High school diploma or equivalent.

**Licenses and Certifications:**

Possession of a State of California driver's license and the ability to maintain insurability under the City's vehicle insurance program.

Maintain appropriate licenses for area of responsibility.

**Special Requirements:**

Employees may be required to attend off-site meetings, and to work varying shifts and extended hours including evenings and weekends.

Employee may be required to pass a screening process to become bonded, when assigned to the Finance Department.

**WORKING CONDITIONS**

*The work environment characteristics and physical/mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

**Environmental Conditions:**

The employee typically works in an office environment. Non-traditional work hours may be required in order to accommodate the City's needs including attendance at City Council meetings, special City events, and matters requiring the presence of the incumbent. These hours may include, but are not limited to: weekends, evenings and holidays. The employee may be required to travel using public transportation. Generally clean work environment with limited exposure to conditions such as dust, fumes, odors or noise.

**Physical Demands:**

While performing the duties of this classification, an incumbent is regularly required to use hands and fingers to handle, or feel. The employee is frequently required to talk, hear, and to sit and reach with hands and arms. The employee is occasionally required to stand, walk, climb or balance and stoop, kneel, crouch or crawl. The employee must regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

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**Mental Demands:**

While performing the duties of this class, the employee is regularly required to use oral and written communication skills; exercise sound judgment in the absence of specific guidelines; establish priorities and work on multiple assignments and projects concurrently; meet intense and changing deadlines given continual interruptions; and interact appropriately with staff, management, City officials, Boards, Commissions, contractors, consultants and others encountered in the course of work.

**CAREER PROGRESSION**

**FROM:** Public Works Superintendent

**TO:** City Manager

Approved by Name: City Council	
Effective Date:	FLSA Status: Exempt



**CITY OF IONE**  
**IONE, CA 95640**

**Agenda Item #11**

**DATE: JUNE 20, 2023**

**TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: AMY GEDNEY, INTERIM CITY MANAGER**

**SUBJECT: CITY COUNCIL COMMITTEE ASSIGNMENTS**

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**RECOMMENDED ACTION:**

Assign a Councilmember to the Amador Council of Tourism.

**FISCAL IMPACT:**

There is currently no fiscal impact associated with this item.

**BACKGROUND:**

At the beginning of the year, when a new Mayor is elected, the Mayor assigns councilmembers to certain committees. Councilmember LaFayne has asked that she be removed from the Amador Council of Tourism Committee, Amador County Economic Development Committee and the Parks and Recreation Committee.

**DISCUSSION:**

The Amador Council of Tourism meets quarterly. The Amador County Economic Development Committee has met irregularly, and staff believes this is a committee that should be assigned to staff. Additionally, staff already provides support for the Parks and Recreation Committee, and staff does not believe that an assignment of a Councilmember is warranted. Furthermore, staff's recommendation would be that one Councilmember be assigned to Amador Council of Tourism.

**ATTACHMENTS:**

None.



**CITY OF IONE**  
**IONE, CA 95640**

**Agenda Item #12**

**DATE: JUNE 20, 2023**

**TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: AMY GEDNEY, INTERIM CITY MANAGER**

**SUBJECT: MASTER PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST**

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**RECOMMENDED ACTION:**

- A. Adopt resolution 2023-\* exempting itself from Municipal Code Section 2.44.150 – procurement procedures and Authorizing the City Manager to execute a Master Professional Service Agreement with West Yost for engineering support for the wastewater treatment plant and sewer collections system.
- B. Adopt Resolution 2023-\* Authorizing the City Manager to execute a Task Order with West Yost for developing a Title 22 engineering report for the City of Ione Castle Oaks Water Reclamation Facility and golf course.
- C. Adopt Resolution 2023-\* Authorizing the City Manager to execute a Task Order with West Yost for as needed support.

**FISCAL IMPACT:**

The approved Task Orders will be included as a part of the 2023-2024 budget.

**BACKGROUND:**

The City's Municipal Code Section 2.44.150 - Procurement procedures—Major expenditures (over \$50,001.00) Section B requires that the City go out to bid for major projects over \$50,000. With the wastewater treatment plant, going out to bid for the multitude of technical issues that need to be accomplished would be a waste of effort since the engineer in charge is working on all of the issues concurrently. Therefore, staff is requesting an exception to this Municipal Code requirement and we enter into a Master Professional Services Agreement with West Yost to continue to work on the projects at hand. For each issue/project a Task Order will be completed and approved by the City.

The City will need to complete several activities in the next fiscal year related to permitting of the WWTP and COWRF. To accomplish these efforts, it is proposed that the City enter into a Master Professional



Services Agreement with West Yost Associates (West Yost) that allows for issuance of several Task Orders.

## **DISCUSSION:**

Six Task Orders are envisioned within the next fiscal year. These are described below.

1. **Title 22 Report:** In May 2023, the Division of Drinking Water (DDW) informed the City that the Title 22 Engineering Report that was prepared in 2003 does not provide all of the information required by the Title 22 Engineering Report Guidelines. Issues identified included the need for a chlorine contact basin tracer study and mapping of the golf course use area. Discussions with DDW and Central Valley Regional Water Quality Control Board staff have also indicated that the report should adequately address all sources of flow being discharged to the COWRF, including the proposed delivery of secondary effluent from the City's WWTP to the COWRF. DDW has requested that the Title 22 Report be prepared as expeditiously as possible, and a Task Order for this effort is being presented for the Board's consideration.
2. **As Needed Support:** As discussed under items 3 through 6 below, there are several activities required in the near term to better define the course of action for the City with respect to permitting the COWRF and WWTP. In addition to the efforts described below, the City may require support related to other ongoing wastewater treatment-related activities. Therefore, a Task Order for as-needed support from West Yost is being presented for the Board's consideration. Work under this Task Order will be performed only in accordance with direction from the City.
3. **Rescission and Reissuance of the WWTP Cease and Desist Order.** The City will need to pursue a rescission and reissuance of the WWTP Cease and Desist Order. It will be critical to move forward with this work in the near term, as it will inform future planning efforts with respect to the City's ability to maintain the use of Ponds 6 and 7. Under the As Needed services Task Order described above, the City will work with West Yost to discuss the proposed Cease and Desist Order reissuance approach with the Regional Board staff. Once the approach is agreed upon, a Task Order for this effort will be developed. It is anticipated that a Task Order for supporting the City with rescission and reissuance of the Cease and Desist Order will be brought to the Board for consideration in the August/September 2023 timeframe.
4. **Pre-Treatment Requirements for COWRF Dischargers.** To address and alleviate concerns related to water quality of the flows that discharged into the COWRF, the City should develop pre-treatment standards for the discharges to the facility. These standards could take the form of a formal pre-treatment program, or it could manifest as requirements placed in an agreement with the COWRF dischargers. Under the As Needed services Task Order described above, West Yost will work with the City to identify and develop a preferred strategy. Once the strategy is defined, a Task Order for support related to this effort will be developed. It is anticipated that a Task Order for support with

developing pre-treatment requirements will be brought to the Board for consideration in August/September 2023 timeframe.

5. **WWTP/COWRF Interconnect Project.** The City initiated the WWTP/COWRF interconnect project in 2021 to allow for discharge from the WWTP to the COWRF. During the preliminary design for this project, it was determined that one of the existing secondary effluent pumps needs to be replaced with a new pump to meet the City's objective of pumping secondary effluent from the WWTP to the COWRF. The control panel serving the pump will also need to be replaced. Moreover, it was previously intended that the interconnection facilities would include the pipeline that was constructed by CDCR to convey flow from the CDCR facility to the Woodard Bottom irrigation site. However, the City has recently determined that it would likely be a better approach to rely on the City-owned pipeline that connects the Storage Pond 5 to the COWRF to convey flow between the facilities. With these project changes, a new Task Order is needed to complete the design of the facilities. It is anticipated that a Task Order for completing the design of the interconnect pipeline will be brought to the Board for consideration in August/September 2023 timeframe.
6. **WWTP Permit Modifications.** Both the WWTP Permit and COWRF Permit need to be modified. However, before this can happen, it will be necessary for the City to define the City's long-term wastewater treatment and disposal plans. It would also be appropriate for the City to support a joint regional master planning effort that incorporates the City's long-term wastewater treatment and disposal needs with those of ARSA and CDCR. It is expected that it will take several months to a year (or more) to complete the required planning efforts. In the meantime, it would be prudent for the City to move forward with obtaining modifications to the current permit for the WWTP. These revisions could allow for the use of Pond 5 as part of the treatment process, allow for increased discharge capacity, and allow for discharge from the WWTP to the COWRF. Under the As Needed services Task Order described above, West Yost can work with the City and the Regional Board to assess the feasibility of obtaining a modification to the current permit in the interim period until the larger master planning efforts are complete. Once the current permit modification strategy is clarified, a Task Order for support related to this effort will be developed. It is anticipated that a Task Order for assisting the City obtain modifications to the current WWTP permit will be brought to the Board in the January/February 2024 timeframe.

In addition to the currently envisioned Task Orders described above, it is anticipated that future regulatory support efforts will be needed from West Yost that also require Task Orders for the Board's consideration. Specifically, the City will likely require support related to applying for and obtaining new permits for the COWRF and/or the WWTP once the required planning efforts are complete. Currently, the timing of when the planning efforts will be complete is uncertain. However, it is not likely that the City will be able to pursue new permits within the next fiscal year.

**ATTACHMENTS:**

- A. Resolution 2023-\* and Master Professional Services Agreement
- B. Resolution 2023-\* and Task Order 1
- C. Resolution 2023-\* and Task Order 2

**RESOLUTION 2023-\***

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE EXEMPTING  
ITSELF FROM MUNICIPAL CODE SECTION 2.44.150 – PROCUREMENT  
PROCEDURES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A  
MASTER PROFESSIONAL SERVICE AGREEMENT WITH WEST YOST FOR  
ENGINEERING SUPPORT FOR THE WASTEWATER TREATMENT PLANT AND  
SEWER COLLECTIONS SYSTEM**

**WHEREAS**, the City desires assistance for objective oversight and assistance in the operations of its wastewater treatment plant and sewer collection system; and

**WHEREAS**, the City's Municipal Code Section 2.44.150 requires that any professional services contract over \$50,000 go out to bid; and

**WHEREAS**, having one consistent engineer working on the City's wastewater system is in the best interests of the City rather than completing a Request for Proposals for each item over \$50,000; and

**WHEREAS**, the City wishes to use West Yost to continue to do engineering work on behalf of the City; and

**WHEREAS**, the City in conjunction with the Regional Water Quality Control Board staff, the City has identified the following list of items that need to be completed as a part of its wastewater system: Title 22 Report, Rescission and Reissuance of the WWTP Cease and Desist Order, Pre-Treatment Requirements for COWRF Dischargers, WWTP/COWRF Interconnect Project, and WWTP Permit Modifications; and

**WHEREAS**, each one of these items will be presented as separate Task Orders for separate approval by the City Council; and

**WHEREAS**, West Yost has provided a proposal to continue to provide operations support services for the wastewater treatment plant and sewer collection system; and

**WHEREAS**, the Master Professional Services Agreement is attached herein as Attachment A; and

**NOW THEREFORE BE IT RESOLVED**, that the City Council does hereby authorize the City Manager to execute a Master Professional Services Agreement with West Yost.

The foregoing resolution was duly passed and adopted at a regular meeting of the City Council of the City of Ione on the 20th day of June 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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Stacy Rhoades, Mayor

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Janice Traverso, City Clerk

**MASTER  
PROFESSIONAL SERVICE AGREEMENT**  
(City of Ione/West Yost)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Ione, a California municipal corporation (“City”) and West Yost, a California corporation (“Consultant”) on this \_\_\_\_ day of June 2023.

**RECITALS**

**WHEREAS**, City has determined that it requires the technical professional services from a consultant to assist at the wastewater treatment plant; and

**WHEREAS**, This Agreement is for the provision of those services by Consultant to City, from time to time during the term of this Agreement, set forth in Approved Service Orders as specified in section 3.1 of this Agreement, below; and

**WHEREAS**, Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees.

**WHEREAS**, Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. **DEFINITIONS**

1.1. “Scope of Services”: Consultant will provide professional consulting services to the City on an as-needed basis pursuant to individual Approved Task Orders issued in accordance with the terms and conditions of this Master Professional Services Agreement. The type of professional consulting services the Consultant will provide can be described generally as professional engineering services required for wastewater support services.

1.2. “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s 2023 Billing Rate Schedule to City attached hereto as Exhibit A and incorporated herein by this reference.

1.3. “Approved Task Order”: The Consultant cannot start performing any work until the City Manager has executed the service order for such work.

1.4. “City Manager”: City Manager or her designee.

2. TERM

The term of this Agreement is from the Contract Date to December 31, 2025 inclusive unless extended by written agreement of the parties or terminated earlier in accordance with Section 15 (“Termination”) below.

3. CONSULTANT’S SERVICES

3.1. Consultant shall perform the services identified in the Scope of Services and in any and all individual Approved Service Orders specifying the fees and the services for each Approved Service Order under this Master Professional Services Agreement. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the total amounts of Approved Task Orders, unless specifically approved in advance and in writing by City.

3.2. Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). This obligation is not limited in any way by the Consultant’s obligation to comply with any specific law, ordinance, code, or regulation set forth elsewhere in this Master Professional Services Agreement.

3.3. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The City Manager, or his/her designee shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

4. TASK ORDERS

4.1. Consultant will provide professional services to the City pursuant to individual task orders. Each task order will describe the services and deliverables (collectively “Work”) the Consultant must provide, the schedule within which the Consultant must complete the Work, and the compensation for the Work.

4.2. Consultant cannot start performing any Work until the City has executed the task order for such Work.

4.3. City has no obligation to issue any Approved Task Orders under this Master Professional Services Agreement. The City may issue any number of Approved Task Orders.

4.4. Consultant and City will negotiate the specific requirements of each Approved Task Order as follows:

4.4.1. The City Manager will request the Consultant to prepare a written service order proposal. The City Manager will either request the Consultant to include a draft scope of Work in its proposal, or provide the Consultant with a draft scope of Work upon which the Consultant must base its proposal.

4.4.2. As part of the City Manager's request for Consultant to prepare a task order, the City Manager may require the Consultant to meet to discuss the scope and location of the Work, the schedule of performance, and any other relevant details. The City Manager may also require the Consultant to conduct a site inspection for the purpose of identifying any issues that may need to be included in the scope of Work.

4.4.3. The Consultant will prepare a written task order proposal in accordance with the City Manager's request. The proposal must include, but is not limited to, the following:

- (i) The proposed scope of Work;
- (ii) The name and assignment of each of Consultant's professional employees who will be principally responsible for performing the Work;
- (iii) The names of any subconsultants the Consultant would use and the portion of Work they would perform;
- (iv) A time schedule and cost for providing the Work;
- (v) Any other information requested by the City Manager.

4.4.4. The City will not compensate the Consultant for preparing a task order proposal, whether or not that proposal is used to prepare an Approved Task Order.

4.4.5. Once the Consultant and the City Manager agree on the terms and conditions of the proposed service order, the City will prepare the final service order.

4.5. Each Approved Task Order incorporates the terms and conditions of this Master Professional Services Agreement, and become part of this Master Professional Services Agreement. An Approved Task Order must be consistent



with – and cannot alter – the terms and conditions of this Master Professional Services Agreement.

4.6. The terms and conditions of this Master Professional Services Agreement control over the terms and conditions contained in an Approved Task Order – even if Approved Task Order expressly states that it is intended to control. Any conflicting terms and conditions in the Approved Task Order are invalid and unenforceable.

## 5. COMPENSATION

5.1. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Approved Task Orders.

5.2. Consultant shall submit to City an invoice on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within forty-five (45) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

5.3. Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule.

## 6. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## 7. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

8. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

9. INDEMNIFICATION

9.1. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

9.2. City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 9 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

9.3. The obligations of Consultant under this Section 9 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives any statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

9.4. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

9.5. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any

insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

10. INSURANCE

10.1. During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

10.1.1. Comprehensive General Liability Insurance with coverage limits of not less than Two Million Dollars (\$2,000,000), per occurrence and in the aggregate, including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

10.1.2. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

10.1.3. Worker's Compensation insurance as required by the laws of the State of California.

10.1.4. Professional Errors and Omissions Insurance with coverage limits of not less than Two Million Dollars (\$2,000,000) each claim and in the aggregate, with a deductible or self insured retention not greater than \$50,000.

10.2. Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

10.3. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

10.4. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

10.5. At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and

its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City such certificate(s).

10.6. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

10.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

10.8. The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

10.9. All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

10.10. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

10.11. The insurance limits herein are minimum levels of insurance and nothing herein should be construed to limit the actual limits of insurance obtained by Consultant. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

10.12. City reserves the right, in its sole discretion, to require higher limits of liability coverage, and to require Consultant to name additional parties in interest to be an additional insureds, and included in any Waiver of Subrogation, Notice of Cancellation, or other endorsement. If City exercises the right to require higher limits, City and Consultant shall negotiate an equitable adjustment through an amendment to this Master Professional Services Agreement.

11. MUTUAL COOPERATION

11.1. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

11.2. In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

12. RECORDS AND INSPECTIONS

12.1. Consultant shall maintain full and accurate records with respect to all matters covered under this agreement for a period of three years after the expiration or termination of this agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

12.2. In accordance with Government Code section 8546.7, the Consultant may be subject to audit by the California State Auditor with regard to Consultant's performance of this Master Professional Services Agreement if the compensation exceeds \$10,000.

13. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

**If to City:**

City of Ione  
PO Box 398  
Ione, CA 95640  
Telephone: (209) 274-2412

**With courtesy copy to:**

Andy Pinasco, City Attorney  
Neumiller & Beardslee  
P.O. Box 20  
Stockton, CA 95201  
Telephone: (209) 948-8200

**If to Consultant:**

West Yost  
1001 Galaxy Way  
Concord, CA 94520  
Telephone: (925) 949-5800

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 8, Section 9, Paragraph 11.2 and Section 12 of this Agreement shall survive the expiration or termination of this Agreement.

16. TERMINATION

16.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

16.2. City may terminate this Master Professional Services Agreement and/or any Approved Task Order immediately upon written notice for any material breach by the Consultant. If the City terminates the Master Professional Services Agreement and/or any Approved Service Order for cause and obtains the same services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.

16.3. If the City terminates the Master Professional Services Agreement and/or any Approved Task Order – whether for convenience or for cause – the City has the option of requiring the Consultant to provide to the City any finished or unfinished work product prepared by the Consultant up to the date of Consultant's receipt of the written notice of termination.

16.4. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. For work to be "satisfactorily performed,"

the City must determine that the Consultant provided the work in accordance with the terms and conditions of this Master Professional Services Agreement and/or any applicable Approved Service Order. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

17. GENERAL PROVISIONS

17.1. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

17.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

17.3. Consultant agrees to comply with the regulations of City's "Conflict of Interest Code." Said Code is in accordance with the requirements of the Political Reform Act of 1974.

Consultant covenants that it presently has no interest, and shall not have any interest, direct or interest, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the City of Hughson Conflict of Interest Code, as that term is applied to consultants.

17.4. In accomplishing the scope of services of this Agreement, Consultant(s) may be performing a specialized or general service for the City, and there is a substantial likelihood that the consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, employees of the Consultant or the Consultant itself may be subject to a Category "1" disclosure of the City's Conflict of Interest Code. If in fact this applies to the Consultant a form 700 must be filed.

17.5. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

17.6. The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

17.7. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

17.8. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Stanislaus County, California.

17.9. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17.10. This Agreement shall be governed and construed in accordance with the laws of the State of California.

17.11. Consultant represents and warrants that it currently has a City business tax certificate or exemption, if qualified, and will maintain such certificate or exemption for the Master Professional Services Agreement term.

17.12. If either party initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that the venue thereof shall be the County of Stanislaus, State of California. Consultant hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.



17.13. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”

“Consultant”

**CITY OF IONE**

**WEST YOST**

By: \_\_\_\_\_  
Amy Gedney , Interim City Manager

By: \_\_\_\_\_  
[Name, Level of Officer e.g., Vice President]

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

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

By: \_\_\_\_\_  
[Name, Level of Officer e.g., Vice President]  
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
City Clerk

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

Approved as to form:

By: \_\_\_\_\_  
Andy Pinasco, City Attorney

EXHIBIT A  
APPROVED FEE SCHEDULE

**RESOLUTION 2023-\***

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE AUTHORIZING THE CITY MANAGER TO EXECUTE A TASK ORDER WITH WEST YOST FOR DEVELOPING A TITLE 22 ENGINEERING REPORT FOR THE CITY OF IONE CASTLE OAKS WATER RECLAMATION FACILITY AND GOLF COURSE.**

**WHEREAS**, in May 2023, the Division of Drinking Water (DDW) informed the City that the Title 22 Engineering Report that was prepared in 2003 does not provide all of the information required by the Title 22 Engineering Report Guidelines; and

**WHEREAS**, issues identified included the need for a chlorine contact basin tracer study and mapping of the golf course use area; and

**WHEREAS**, discussions with DDW and Central Valley Regional Water Quality Control Board staff have also indicated that the report should adequately address all sources of flow being discharged to the COWRF, including the proposed delivery of secondary effluent from the City's WWTP to the COWRF; and

**WHEREAS**, DDW has requested that the Title 22 Report be prepared as expeditiously as possible, and

**WHEREAS**, West Yost has prepared a Task Order for this effort as part of a Master Professional Services Agreement shown in Attachment A; and

**NOW THEREFORE BE IT RESOLVED**, that the City Council does hereby authorize the City Manager to execute Task Order 1 with West Yost for the development of a Title 22 report for the City of Ione Castle Oaks Water Reclamation Facility and golf course.

The foregoing resolution was duly passed and adopted at a regular meeting of the City Council of the City of Ione on the 20th day of June 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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Stacy Rhoades, Mayor

---

Janice Traverso, City Clerk



1001 Galaxy Way  
Suite 310  
Concord CA 94520

925.949.5800 phone  
530.756.5991 fax  
westyost.com

June 7, 2023

SENT VIA: EMAIL

Ms. Amy Gedney  
Interim City Manager  
City of Lone, California  
[agedney@ione-ca.com](mailto:agedney@ione-ca.com)

**SUBJECT: Proposal for Developing a Title 22 Engineering Report for the City of Lone Castle Oaks Water Reclamation Facility and Golf Course**

Dear Amy:

West Yost appreciates the opportunity to continue assisting the City of Lone (City) with regulatory services related to the City's wastewater treatment and reuse facilities. This letter proposal provides the City with a proposed Scope of Services, Budget and Schedule for assisting the City with preparing a Title 22 Engineering Report (Title 22 Report) to describe the treatment and use of recycled water from the City's Castle Oaks Recycled Water Facility (COWRF).

## **PROJECT UNDERSTANDING**

The COWRF is a tertiary wastewater treatment plant that currently receives secondary wastewater from two different secondary treatment facilities: the City of Sutter Creek Wastewater Treatment Plant (SC WWTP) and the Mule Creek State Prison Wastewater Treatment Plant (MCSP WWTP). The secondary effluent received at the COWRF is treated through coagulation, filtration, and chlorine disinfection processes to produce "Disinfected Tertiary Recycled Water" as defined under the State's Title 22 Code of Regulations. The City is also interested in developing a project in the future that will allow for discharge from the City's Wastewater Treatment Plant (WWTP), which is a pond-based facility that also produces secondary effluent.

The California State Water Resources Control Board promulgates requirements related to recycled water production and use that are detailed in the State's Title 17 and Title 22 Code of Regulations. Title 22 specifically requires that a recycled water producers or suppliers develop a Title 22 Engineering Report for approval by the Division of Drinking Water (DDW). A Title 22 Engineering Report was developed in 2003 for the COWRF that describes the production and use of disinfected tertiary recycled water at the facility. However, the report does not include the information required by DDW, as detailed in DDW's *Guidelines For The Preparation Of An Engineering Report For The Production, Distribution And Use Of Recycled Water* (Engineering Report Guidelines).

In May 2023, DDW requested that the City develop for DDW approval a new Title 22 Engineering Report that provides all the information required by the Engineering Report Guidelines. Discussions with DDW and Central Valley Regional Water Quality Control Board staff also indicated that the report should address near-term City plans. Therefore, it is assumed that the Title 22 Engineering Report will include the information needed to support the planned delivery of secondary effluent from the City's WWTP to the COWRF.

The following activities will be needed to develop the required Title 22 Engineering Report:

- Developing additional details regarding the COWRF treatment facilities, including a detailed description of the facilities and the alarms and reliability features.
- Completing a disinfection system tracer study that is completed over the range of flows that reflect typical operating conditions for recycled water production. The objective of the tracer study would be to document the modal contact time being achieved through the chlorine contactor's serpentine chambers.
- Obtaining and documenting information regarding the sources of flow to the COWRF, including specific details regarding the flow to the SC WWTP, the MCSP WWTP and the City's WWTP and the alarms and reliability features in place at these facilities.
- Mapping of the Castle Oaks Golf Course (Golf Course) use area showing the location of the transmission facilities and the distribution system layout, as well as the ownership and location of all potable water lines, recycled water lines and sewer lines within the area, areas of public access, surrounding land uses, location of wells in or within 1,000 feet of the use area, location and type of required recycled water signage, and location of facilities that are in place to minimize the chance of recycled water leaving the designated use area.
- Confirming that the domestic water distribution system that serves the golf course is protected from the recycled water in accordance with the Regulations Relating to Cross-Connections<sup>1</sup> and the California Waterworks Standards. For this effort, it is assumed that a cross-connection test will be completed to confirm that no inadvertent cross-connections have occurred over the 30-year life of the project.
- Confirming that there are no direct or indirect connections between the golf course irrigation system and the storm drain system that serves the golf course and surrounding areas and that discharges to the nearby surface water bodies of Sutter Creek and Mule Creek. For this effort, a dye test will be completed to confirm that there is no recycled water entering the storm drain system that ultimately discharges to surface waters.

---

<sup>1</sup> "Cross-Connection" is an unprotected actual or potential connection between a potable water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable.

## SCOPE OF SERVICES

The following is a list of the key tasks necessary to perform this proposed Scope of Services, each further described below:

- Task 1. Disinfection System Tracer Study
- Task 2. Use Area Mapping
- Task 3. Cross-Connection Test
- Task 4. Title 22 Report
- Task 5. Project Management

### Task 1. Disinfection System Tracer Study

West Yost will complete and document a tracer study to inform the Title 22 Report. This task will include the following specific efforts:

- Develop a draft Tracer Study Protocol and submit to City for review and Comment.
- Prepare final draft tracer study protocol and send to City for submission to DDW.
- Meet with City and DDW staff to discuss the final draft protocol document.
- Develop a final Tracer Study Protocol that incorporates changes that DDW proposes and with which the City agrees.
- Complete the tracer study at the COWRF in coordination with COWRF operations staff.
- Develop a draft and final Tracer Study report.

The tracer study protocol will describe the steps to complete a tracer study using a fluorescent dye for a maximum of three different flow rates: 300,000 gallons per day (gpd), 600,000 gpd and 1.2 million gallons per day. The protocol will include information on the tracer chemical, selected dosage, tracer chemical addition location, sample location(s), number and timing of samples to be collected, and the proposed tracer chemical feed and sampling locations that will be used at the COWRF site. Because the two chlorine contact basins are typically operated in series, two sample points are anticipated: one at the mid-point that would provide data needed to identify the modal contact time through the (western) first basin's four serpentine segments, and one at (eastern) second basin's set of four serpentine segments disinfected effluent sample point.

#### Task 1 Assumptions

- The City's draft tracer test protocol review meeting will be held virtually via MS Teams.
- The DDW final draft tracer study review meeting will be held virtually via MS Teams.
- Based on prior experience, we anticipate that DDW will require about two (2) weeks to review and provide comments on/approve the final draft Tracer Study Protocol.
- Rhodamine dye will be used as the tracer, and the City will purchase the necessary volume of dye to complete the three anticipated tracer tests.
- One (1) dye sensor will be rented for up to two (2) weeks to support the tracer study.
- Up to two (2) COWRF operations staff will be available to assist West Yost staff during the recommended preparatory dry run session and each of the three (3) tracer study test runs.
- The City is anticipated to invite DDW staff to observe at least one (1) tracer study event.

#### **Task 1 Deliverables**

- West Yost will prepare a draft, final draft, and final Tracer Study protocol document in PDF format.
- West Yost will prepare a draft and final Tracer Study report in PDF format.

## **Task 2. Use Area Mapping**

West Yost will conduct a site survey with the golf course landscape maintenance staff who are familiar with both the Golf Course irrigation system and potable water system. During the survey, West Yost will locate and record in ArcGIS Field Maps potable water facilities, recycled water distribution and irrigation facilities, and areas of potential recycled water runoff to storm drain facilities. Irrigation facilities include above grade items such as ponds, quick coupler valves, remote control valves, controllers, backflow prevention assemblies, and flow meters. Potable facilities include drinking fountains, building isolation valves, hose bibs, backflow prevention assemblies and flow meters.

Landscape maintenance staff will operate the irrigation system to allow West Yost to observe overspray or runoff on storm drain structures or on public facilities such as eating areas, playground equipment, drinking fountains, etc.

West Yost will then prepare a color-coded site exhibit in AutoCAD. The exhibit will show the facilities and information recorded during the site survey on top of an aerial map.

#### **Task 2 Assumptions**

- Golf course staff will provide access to all public facilities located at and on the golf course.
- Golf course staff will be available for three (3) consecutive days to assist with the site surveys and to operate the irrigation system.

#### **Task 2 Deliverables**

- West Yost will submit electronically (PDF format) a draft site map for review and confirmation by Golf Course staff. A final site map will be included in the Title 22 Report prepared under Task 4.

## **Task 3. Cross-Connection Tests**

### ***3.1 Recycled Water and Potable Water Cross-Connection Test***

An American Water Works Association certified cross-connection control specialist (Specialist) will conduct a four-hour potable and a four-hour recycled water pressure differential cross-connection test using West Yost pressure gauges. The cross-connection testing services include:

- Domestic (Potable) Water Use Phase Shutdown Test:
  - On all potable water meters, the Specialist will install pressure recorders on all Reduced Pressure Principal Backflow Prevention Assemblies.
  - Verify that the pressure recorders are operating properly and allowed to track under full pressure for at least 10 minutes before isolating and depressurizing the potable water system.
  - Shut off the isolation valve to each building (if needed).
  - Once the potable water meter is secured and shutoff, depressurize the potable system.

- Allow the pressure recorders to run for a minimum of four hours with the recycled water irrigation system fully pressurized.
- During the test, visually confirm that all the onsite domestic services are not operational and investigate the site for leaks.
- At the end of the shutdown test, re-establish domestic (potable water) pipeline pressure while the pressure recorders are running in order to obtain the final pressure spike prior to completing the potable phase shutdown test and beginning the recycled irrigation phase of the shutdown test.

If there are no significant pressure increases and flow rate variations, the test is successful.

- Irrigation (Recycled) Water Use Phase Shutdown Test:
  - Specialist shall ensure that the irrigation system is energized and secured.
  - Specialist shall install pressure recorders on at least two test points on the irrigation system located throughout the Golf Course site. If there are main inline valves, the Specialist should install pressure recorders upstream and downstream of the inline valves.
  - Verify that the pressure recorders are operating properly and allowed to track under full pressure for at least ten minutes before isolating and depressurizing the (irrigation?) system.
  - Once the irrigation service is secured and shutoff, depressurize the irrigation system to between 30 and 40 percent of (normal?) pipeline pressure. It is anticipated that the irrigation system will decrease in pressure to a nominal pipeline pressure, which is considered normal for irrigation systems.
  - Allow the pressure recorders to run for a minimum of four hours with the potable water system fully pressurized and operational.
  - Visually confirm that all onsite potable water system use facilities are operational.
  - At the end of the shutdown test, re-establish irrigation (recycled) pipeline pressure while the pressure recorders are running in order to obtain the final pressure spike prior to completing the shutdown test.

If there are no significant pressure increases and flow rate variations, the test is successful.

In the event of a cross-connection at the site, the Golf Course will be instructed to immediately stop using potable water at the site and to isolate the on-site potable water system from the public supply at the point of connection. Before potable water service can be resumed, the cross-connection must be removed, and the site inspected and approved by the City. If it is determined that recycled water has entered the potable water system, the potable water system must also be disinfected and tested before service can be resumed.



### 3.2 Recycled Water and Storm Drains Cross-Connection Test

During the Task 3.1 potable water system shutdown test, West Yost Specialist will also conduct a dye test to assess whether the recycled water system is connected either directly or indirectly to the storm drain facilities that discharge to local surface water bodies. The testing will also document whether overspray or runoff from the reuse site enters the storm drain system. A green food grade colorant will be used for the dye test. The food safe dye that will be used fades when exposed to ultraviolet light to minimize visual impacts. However, shaded areas and areas without maximum exposure to sunlight may not rapidly fade away.

The dye will be injected at the ponds (2) and the irrigation system will be run near storm drain facilities. If the two systems are connected, dye will be observed at the storm drains discharge point(s) in Sutter Creek and Mule Creek.

#### Task 3 Assumptions

- Golf course staff will provide access to all public facilities located on the golf course.
- Golf course staff will be available the day of the cross-connection tests to assist with operating the backflow prevention devices and irrigation system.
- Golf course staff will be available to mix the dye in the ponds if needed.

#### Task 3 Deliverables

- West Yost will include the cross-connection test results in the Title 22 Report. If a cross-connection is identified, West Yost will inform the City and Golf Course staff immediately.

### Task 4. Title 22 Report

Develop an updated Title 22 Report that reflects current wastewater reclamation treatment (recycled water production) and recycled water use practices for the COWRF. Chapters will include the following:

- *Introduction:* A general description of the recycled water regulations/regulatory requirements (Title 22) production and use will be provided, including the project location and responsible parties. This chapter will also include a site overview map.
- *Recycled Water Characteristics and Treatment Facilities:* A detailed description of the treatment facilities will be provided, including:
  - a description of the chemical quality, including ranges with median and 95th percentile values of the sources of raw wastewater flows to the WWTP, the MCSP WWTP, and the SC WWTP;
  - a description of the flows to the COWRF;
  - a description of the treatment processes, including flow schematics, at the COWRF, the WWTP, the MCSP WWTP and the SC WWTP;
  - a detailed description of the COWRF coagulation, filtration and disinfection systems;
  - a discussion of the tracer study results and the resulting disinfection system capacity and control strategy; and
  - a description of the monitoring system and alarms for the COWRF and the three secondary plants that send flow to the COWRF, including the contingency plan designed to prevent inadequately treated wastewater from being delivered to the golf course.

To support development of this chapter, West Yost will review available Operations and Maintenance Manuals for the COWRF, the WWTP, and MCSP WWTP and the SC WWTP. West Yost also conduct a site visit to these facilities to document and confirm the treatment and reliability features.

- *Use Areas:* A detailed description of the golf course use area will be provided, including:
  - the required mapping discussed under Task 2;
  - a description of the irrigation system and site containment measures;
  - a description of measures taken to minimize ponding and protect public drinking fountains and designated outdoor eating areas;
  - a description of recycled water signage;
  - a description of the irrigation practices and measures taken to exclude the public, as appropriate;
  - a description of the management practices for the onsite holding ponds;
  - a discussion of the cross-connection study results and measures taken to provide ongoing protection from potential future cross-connections; and
  - a discussion of training provided to the golf course employees related to the use of recycled water.
- *Monitoring and Reporting Program:* Monitoring and reporting requirements from the COWRF water reclamation permit will be summarized.

Draft report will be developed for City review. West Yost will facilitate a meeting with City staff to discuss comments on the draft report. A final report will be prepared that incorporates City comments on the draft report.

#### **Task 4 Assumption**

- Operations and Maintenance Manuals for the COWRF, the WWTP, and MCSP WWTP and the SC WWTP will be provided that adequately describe the required control and reliability features.
- The site visits to the COWRF, the WWTP, and MCSP WWTP and the SC WWTP can be coordinated to occur on the same day and will be attended by three West Yost staff.
- MCSP WWTP staff and SC WWTP staff will be available to assist with a site visit and review of their facilities.
- MCSP WWTP and the SC WWTP staff will provide details regarding their contingency plans to prevent inadequately treated flow from being sent to the COWRF.
- MCSP WWTP staff and SC WWTP staff will provide all available raw water characteristic data for the last five-year period in an electronic, Excel database, format.
- The draft report review meeting will be held virtually via MS Teams.

#### **Task 4 Deliverables**

- West Yost will prepare a draft and final Title 22 Report in PDF format.

## Task 5. Project Management

This task includes project management related activities, including project initiation, general project coordination, and development and review of project invoices. Under this task, brief descriptions of services performed will be developed and included with monthly invoices.

In addition, to ensure continued achievement of consistently high-quality work products, and in accordance with the West Yost Quality Assurance/Quality Control policy, a West Yost staff member at the Principal Engineer level or higher will review work products. This project management task includes coordination of these efforts.

### Task 5 Assumption

- The duration of the project will be approximately four months.

### Task 5 Deliverables

- West Yost will prepare monthly invoices and descriptions of services performed in PDF format.

## PROJECT BUDGET

The estimated budget for each task described above and the total estimated budget are shown in Table 1. West Yost will perform all work on an hourly basis at standard company charge rates and will not exceed the estimated cost without written authorization. Attachment A provides West Yost's 2023 charge rate schedule.

If additional budget is required to complete the Scope of Services identified herein, West Yost will request City authorization prior to exceeding the budget. Any additional services not included in this Scope of Services will be performed only after receiving written authorization and a corresponding budget augmentation.

Table 1. Estimated Project Budget for City of Ione Title 22 Report Update	
Task	Estimated Fee, dollars
Task 1. Tracer Study	44,600
Task 2. Use Area Mapping	23,700
Task 3. Cross-Connection Test	19,200
Task 4. Title 22 Report	58,600
Task 5. Project Management	6,000
<b>Total Project Budget</b>	<b>\$152,100</b>

## SCHEDULE

Developing the tracer study protocol is a critical path item. The protocol will be completed for DDW approval within four (4) weeks of receiving notice to proceed. The tracer study will be conducted within two (2) weeks of receiving DDW approval of the protocol.

Ms. Amy Gedney  
June 7, 2023  
Page 9

The field work for developing the use area mapping will be initiated within two (2) weeks of receiving notice to proceed. The field work for conducting the cross-connecting test will be completed within four (4) weeks of completion of the use area mapping field work.

The draft Title 22 Report will be provided within two (2) months of completing the tracer study and field work activities, with a goal of providing a final Title 22 Report within four (4) to five (5) months of notice to proceed.

Thank you for providing West Yost the opportunity to be of continued service to the City of Lone. We look forward to working with you on this important project. Please call if you have any questions or require additional information.

Sincerely,  
WEST YOST



Kathryn Gies, PE  
Engineering Manager  
RCE #65022

Attachment A. West Yost 2023 Billing Rate Schedule

## Attachment A

### West Yost 2023 Billing Rate Schedule

# 2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)\*



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
<b>ENGINEERING</b>	
Principal/Vice President	\$338
Engineer/Scientist/Geologist Manager I / II	\$319 / \$334
Principal Engineer/Scientist/Geologist I / II	\$288 / \$307
Senior Engineer/Scientist/Geologist I / II	\$259 / \$272
Associate Engineer/Scientist/Geologist I / II	\$215 / \$231
Engineer/Scientist/Geologist I / II	\$173 / \$201
Engineering Aide	\$101
Field Monitoring Services	\$93
Administrative I / II / III / IV	\$92 / \$115 / \$138 / \$152
<b>ENGINEERING TECHNOLOGY</b>	
Engineering Tech Manager I / II	\$332 / \$334
Principal Tech Specialist I / II	\$305 / \$315
Senior Tech Specialist I / II	\$279 / \$291
Senior GIS Analyst	\$252
GIS Analyst	\$239
Technical Specialist I / II / III / IV	\$178 / \$203 / \$228 / \$254
Technical Analyst I / II	\$128 / \$152
Technical Analyst Intern	\$103
Cross-Connection Control Specialist I / II / III / IV	\$133 / \$144 / \$162 / \$180
CAD Manager	\$201
CAD Designer I / II	\$156 / \$176
<b>CONSTRUCTION MANAGEMENT</b>	
Senior Construction Manager	\$322
Construction Manager I / II / III / IV	\$197 / \$211 / \$224 / \$283
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$172 / \$191 / \$213 / \$221
Apprentice Inspector	\$156
CM Administrative I / II	\$83 / \$112
Field Services	\$221

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

# 2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)\*



## Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$270 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Gas Detector	\$80 / day
Generator	\$39 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Controller	\$75 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter	\$19 / day
Stainless Steel Wire per foot	\$0.03 / day
Storage Tank	\$15 / day
Sump Pump	\$24 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$22 / day
Vehicle	\$10 / day
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$27 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

**RESOLUTION 2023-\***

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE AUTHORIZING  
THE CITY MANAGER TO EXECUTE A TASK ORDER WITH WEST YOST FOR AS  
NEEDED SUPPORT**

**WHEREAS**, there are several activities required in the near term to better define the course of action for the City with respect to permitting the Castle Oaks Water Reclamation Facility and the, COWRF, and the Wastewater Treatment Plant; WWTP; and

**WHEREAS**, In addition to the efforts described below, the City may require support related to other ongoing wastewater treatment-related activities; and

**WHEREAS**, West Yost has prepared a Task Order for this effort as part of a Master Professional Services Agreement, included as Attachment A; and

**NOW THEREFORE BE IT RESOLVED**, that the City Council does hereby authorize the City Manager to execute Task Order 2 with West Yose for as needed engineering support.

The foregoing resolution was duly passed and adopted at a regular meeting of the City Council of the City of Ione on the 20th day of June 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

\_\_\_\_\_  
Stacy Rhoades, Mayor

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





1001 Galaxy Way  
Suite 310  
Concord CA 94520

925.949.5800 phone  
530.756.5991 fax  
westyost.com

June 7, 2023

SENT VIA: EMAIL

Ms. Amy Gedney  
Interim City Manager  
City of Ione, California  
[agedney@ione-ca.com](mailto:agedney@ione-ca.com)

**SUBJECT: Proposal for As-Needed Wastewater Engineering Services to the City of Ione**

Dear Ms. Gedney:

West Yost appreciates the opportunity to provide this letter proposal to the City of Ione (City) for as-needed engineering services related to permitting of the City's wastewater treatment and disposal facilities.

**SCOPE OF SERVICES**

Wastewater support services will be provided on an as-needed basis, and work will only be performed that is specifically requested by the City. The specific work efforts and deliverables under this task cannot reasonably be determined at this time. The services may include, but are not necessarily limited to:

- Assistance related to understanding general regulatory compliance issues and implementing the measures needed to maintain compliance.
- Support with special studies or reporting requirements with which the City may want assistance.
- Reviewing and developing responses to correspondences from Regional Board and State Water Resources Control Board.
- Helping the City develop special monitoring programs to assess treatment performance.
- Completing reviews of collected monitoring data.
- Attending and preparing for meetings.

**FEE ESTIMATE**

An estimated fee of \$25,000 is proposed for these efforts. The scope of work will be limited to work that can be completed within the available budget and all work will be performed on a time and materials basis at standard company charge rates (Attachment A). Monthly invoices will detail the efforts and costs. Depending on the level of effort required, a scope and budget amendment may be necessary in the future. If additional budget is required to complete work requested by the City, West Yost will request City authorization prior to exceeding the budget.

Ms. Amy Gedney  
June 7, 2023  
Page 2

Thank you for providing West Yost the opportunity to be of continued service to the City of Ione. Please call if you have any questions or require additional information.

Sincerely,  
WEST YOST



Kathryn Gies, PE  
Project Manager  
RCE #65022

cc:

Attachment(s): West Yost Billing Rate Schedule

## Attachment A

### West Yost Billing Rate Schedule

# 2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)\*



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
<b>ENGINEERING</b>	
Principal/Vice President	\$338
Engineer/Scientist/Geologist Manager I / II	\$319 / \$334
Principal Engineer/Scientist/Geologist I / II	\$288 / \$307
Senior Engineer/Scientist/Geologist I / II	\$259 / \$272
Associate Engineer/Scientist/Geologist I / II	\$215 / \$231
Engineer/Scientist/Geologist I / II	\$173 / \$201
Engineering Aide	\$101
Field Monitoring Services	\$125
Administrative I / II / III / IV	\$92 / \$115 / \$138 / \$152
<b>ENGINEERING TECHNOLOGY</b>	
Engineering Tech Manager I / II	\$332 / \$334
Principal Tech Specialist I / II	\$305 / \$315
Senior Tech Specialist I / II	\$279 / \$291
Senior GIS Analyst	\$252
GIS Analyst	\$239
Technical Specialist I / II / III / IV	\$178 / \$203 / \$228 / \$254
Technical Analyst I / II	\$128 / \$152
Technical Analyst Intern	\$103
Cross-Connection Control Specialist I / II / III / IV	\$133 / \$144 / \$162 / \$180
CAD Manager	\$201
CAD Designer I / II	\$156 / \$176
<b>CONSTRUCTION MANAGEMENT</b>	
Senior Construction Manager	\$322
Construction Manager I / II / III / IV	\$197 / \$211 / \$224 / \$283
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$172 / \$191 / \$213 / \$221
Apprentice Inspector	\$156
CM Administrative I / II	\$83 / \$112
Field Services	\$221

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
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- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
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# 2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)\*



## Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Stainless Steel Wire per foot	\$0 / day
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day



**CITY OF IONE**  
**IONE, CA 95640**

**Agenda Item #**

**DATE: JUNE 20, 2023**

**TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: AMY GEDNEY, INTERIM CITY MANAGER**

**SUBJECT: ADOPT RESOLUTION 2023-\* SENATE BILL 1 (SB1) ROAD MAINTENANCE PROJECT FOR FY23-24**

---

**RECOMMENDED ACTION:**

1. Provide input on street projects where SB-1 monies are to be used.
2. Take public comment and direct staff to make any changes, if necessary.
3. Adopt the attached resolution approving the streets to use SB-1 funds on and direct staff to proceed with submitting the 2023/2024 Road Maintenance and Rehabilitation Account (RMRA) project list to the state for approval.

**FISCAL IMPACT:**

The proposed project will be funded with SB-1 revenues. The SB-1 monies will be used specifically for repair/maintenance of the streets listed herein. In accordance with state's regulations for SB-1 funding, cities must submit a list of streets that the monies will be spent on. As the project bid documents are completed, further refinement of the overall project budget will be done and submitted to the Council for approval prior to proceeding.

**BACKGROUND:**

Senate Bill 1 (SB-1) was approved in 2017 by the Governor. This bill provides new revenues for road maintenance projects within the City. According to the State's most recent projections, for Fiscal Year 2023-24, the City is projected to receive approximately \$175,337 in revenues from SB-1. Regulations contained within SB-1 require that projects funded with SB-1 monies need to specifically provide a list of streets where the money will be spent as approved by the City Council. Once approved, paperwork must be submitted to the state for approval.

Staff has presented the Council with a list of streets from the City's Pavement Management Program (PMP) that was completed in 2015 that show streets that need treatment and/or maintenance. A copy of the list is attached to this staff report.

The list of streets shown on the list includes streets that have a Pavement Condition Index (PCI) of less than 70. This includes street treatments that include slurry sealing and asphalt overlays.

Staff is asking for input from the Council on (1) what the overall budget for a street rehabilitation project will be (e.g. in 2019 the Council added monies from the Gas Tax account to supplement



*CITY OF IONE*  
*IONE, CA 95640*

the overall project budget); and (2) based on the available budget, what streets should be included in a street rehabilitation project for 2023.

Input from both the Council and the public at this meeting will be included in the attached resolution. An executed copy of this resolution must be sent to the State to fulfill eligibility requirements per the regulations associated with SB-1 funding.

This is the same list that the Council approved last year; however, due to a number of issues including staff turnover in all departments, no projects were completed in FY 22-23. This year's estimate for RMRA funds is \$185,000. The City's total estimate for gas tax funding for fiscal year 2023-2024 is \$391,000.

**ATTACHMENTS:**

- A. Resolution 2023-\*
- B. FY23-24 City of Ione Project List

## **RESOLUTION 2023-\***

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE, STATE OF CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 (SB-1)**

**WHEREAS**, Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB-1 included accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB-1, in the City budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City will receive an estimated \$175,337 in RMRA funding in Fiscal Year 2023-24 from SB-1; and

**WHEREAS**, this is the sixth year in which the City is receiving SB-1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB-1; and

**WHEREAS**, the City has undergone a public process to ensure public input into our community's pavement rehabilitation project list; and

**WHEREAS**, the City used the City's Pavement Management Program to develop the SB-1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the City's priorities for transportation investment; and

**WHEREAS**, the funding from SB-1 in FY 2023-24 will help the City maintain and rehabilitate a portion of West Marlette Street in FY 2023-24 and dozens of similar projects into the future; and

**WHEREAS**, the rehabilitation of a portion of West Marlette Street will include slurry sealing and/or milling the existing paving and placement of new pavement and other Complete Streets components (if needed); and

**WHEREAS**, it is anticipated that these improvements will provide a useful life of at least 20 years in areas where new pavement is placed and 7-10 years in areas where slurry sealing is placed; and

**WHEREAS**, the project is anticipated to begin construction in late spring 2024 and be completed during summer 2024; and

**WHEREAS**, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in a "at lower risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will help to bring our streets and roads into a "good" condition; and

**WHEREAS**, the SB-1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using new technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ione, State of California, as follows:



1. The foregoing recitals are true and correct.
2. The Fiscal Year 2023-24 project planned to be funded with Road Maintenance and Rehabilitation Account revenues includes the section of West Marlette Street listed herein. Treatment to the street listed in this resolution is anticipated to extend the useful life of these streets for 20 years for streets receiving asphalt overlays and 7-10 years for streets receiving slurry seal. The project is anticipated to be constructed in the 2023-24 Fiscal Year.

The foregoing resolution was duly introduced and adopted by the City Council of the City of Ione at their regular meeting held on June 20, 2023 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Stacy Rhoades, Mayor

Attest:

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

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### FISCAL YEAR 2023-24 CITY OF IONE PROJECTS LIST

<u>Street Name</u>	<u>Limits of Street Section</u>	<u>PCI</u>	<u>Type of Treatment Needed</u>	<u>Area for Treatment (SF)</u>	<u>Estimated Cost*</u>
Ashworth Drive	220 Ashworth to Vista	64	Slurry Seal	3200	\$ 2,496.00
Avalon Drive	Fairway to end W/O Fairway	63	Slurry Seal	3680	\$ 2,870.40
Bacon Road	E. Marlette to Foothill	32	Asphalt Overlay or reconstruct	4940	\$ 41,150.20
Brookview Court		68	Slurry Seal	13440	\$ 10,483.20
Castle View Drive	Sutter to end	26	Asphalt Overlay or reconstruct	1300	\$ 10,829.00
Clay Street	N. Ione to N. Arroyo	68	Slurry Seal	5590	\$ 4,360.20
Depot Road	W. Marlette to end	13	Reconstruct Road	14170	\$ 118,036.10
Edgebrook Drive	Shakeley to Glenbrook	46	Asphalt Overlay	34920	\$ 122,220.00
E. Jackson Street	S. Church to S. Ione	57	Slurry Seal	5200	\$ 4,056.00
El Dorado Street	E. Main to 200' S/O E. Main	52	Slurry Seal	3600	\$ 2,808.00
E. Marlette Street	S. Arroyo Seco to Bacon	46	Asphalt Overlay	13020	\$ 45,570.00
Fairway Drive	Castle Oaks to N end of Oak View	45	Asphalt Overlay	45320	\$ 158,620.00
Fairway Drive	N end of Oak View to Lakeview	57	Slurry Seal	48180	\$ 37,580.40
Fairway Drive	Lakeview to Pinnacle	54	Slurry Seal	60500	\$ 47,190.00
Fairway Drive	Pinnacle to Shakeley	59	Slurry Seal	45540	\$ 35,521.20
Five Mile Drive	SR104 to 2500' S/O SR104	46	Asphalt Overlay	60000	\$ 210,000.00
Foothill Blvd	SR104 to SR104	63	Slurry Seal	30600	\$ 23,868.00
Glenbrook Drive	Brierwood to Fairway	33	Asphalt Overlay	9000	\$ 31,500.00
Maple Street	150' N/O E. Main to end	36	Asphalt Overlay	2730	\$ 9,555.00
N. Arroyo Seco Street	E. Main to 154 N. Arroyo Seco	63	Slurry Seal	15900	\$ 12,402.00
N. Arroyo Seco Street	154 N. Arroyo Seco to end	27	Asphalt Overlay	8400	\$ 29,400.00
N. Ione Street	E. Main to end	62	Slurry Seal	13800	\$ 10,764.00
N. Summit Street	106 Summit to end	26	Asphalt Overlay	7700	\$ 26,950.00
Oak View Drive	Fairway to Fairway	63	Slurry Seal	40800	\$ 31,824.00
Sacramento Street	W. Marlette to 365' S/O Marlette	22	Asphalt Overlay	10220	\$ 35,770.00
Shakeley Lane	Sutter to 100' W/O Fairway	52	Slurry Seal	52800	\$ 41,184.00

S. Mill Street	W. Marlette to 430' S/O W. Marlette	69	Slurry Seal	12470	\$ 9,726.60
S. Summit Street	E. Main to E. Marlette	68	Slurry Seal	7920	\$ 6,177.60
Stoney Brook Court		28	Asphalt Overlay	5600	\$ 19,600.00
Stoney Brook Drive	W. Marlette to Spring Creek	23	Asphalt Overlay	34400	\$ 120,400.00
Welch Lane	Preston to end	21	Asphalt Overlay	8140	\$ 28,490.00
Wilda Court		55	Slurry Seal	11400	\$ 8,892.00
W. Jackson Street	Sacramento to Buena Vista	58	Slurry Seal	4600	\$ 3,588.00
W. Marlette Street	Buena Vista to Sacramento	62	Slurry Seal	7200	\$ 5,616.00
W. Marlette Street	Violet to Manor	61	Slurry Seal	30250	\$ 23,595.00
W. Marlette Street	Manor to 1208' W/O Manor	58	Slurry Seal	32600	\$ 25,428.00
W. Marlette Street	1208'W/O Marlette to WWTP	49	Asphalt Overlay	54040	\$ 189,140.00
W. Marlette Street	WWTP to Dave Brubeck	58	Slurry Seal	12480	\$ 9,734.40

\* Note - Costs are estimated only and not based on actual plans. Costs are subject to change once construction documents are completed.