

TUESDAY, AUGUST 16, 2022

REGULAR MEETING STARTS AT 6:00 PM

Mayor Dan Epperson

Vice Mayor Rodney Plamondon

Council Member Dominic Atlan

Council Member Stacy Rhoades

Council Member Diane Wratten

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

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

Join Zoom Meeting

<https://zoom.us/j/2351961316?pwd=d3lWtW0zbVJlbpQNXBDQWtpZkRyUT09>

Meeting ID: 235 196 1316

Passcode: 95640

One tap mobile

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

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

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 235 196 1316

Passcode: 95640

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

Tuesday, August 16, 2022

1 E. Main Street

Ione, CA 95640

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

PLEASE LIMIT PUBLIC COMMENT/TESTIMONY TO FOUR MINUTES

Gov't. Code §54954.3

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

Full staff reports and associated documents are available for public review at the Office of the City Clerk, City Hall, 1 E. Main Street, Ione, CA. Hard copies may be obtained for

\$3.60 for pages 1-5 and \$.45 for each additional page. Documents that are not available when the agenda is posted will be made available for public review at the meeting.

AGENDA

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA

D. PRESENTATIONS/ANNOUNCEMENTS: None

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

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

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

F. CONSENT CALENDAR:

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

1. Approval of Minutes: July 5, 2022

2. Receive and File June Finance and Treasurer's Reports

3. Receive and File City Manager's Administration Report – Fiscal Year 2021 - 2022

G. PUBLIC HEARING:

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

H. REGULAR AGENDA:

5. Authorize Interim City Manager to sign Agreement with West Yost for Assistance with Renewing the City's Wastewater Discharge Requirements Permit.

6. Authorize the Mayor to sign a Letter of Support to Ampine Saw Mill

I. REPORTS AND COMMUNICATIONS FROM CITY MANAGER

J. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEMS

K. CLOSED SESSION:

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

L. ADJOURNMENT

NOTICE REGARDING CHALLENGES TO DECISIONS

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

ADA COMPLIANCE STATEMENT

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

CITY OF IONE COUNCIL MEETING MINUTES
Meeting of Tuesday, July 5, 2022

Mayor Epperson called meeting to order at 6:00 PM

A. ROLL CALL:

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

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

B. PLEDGE OF ALLEGIANCE:

Mayor Epperson led the Pledge of Allegiance.

C. APPROVAL OF AGENDA:

Mayor Epperson asked that Item #8-Appointment of Planning Commissioner to Fill the Unexpired Term of October 2020-October 2024 be pulled from the agenda and continued to the next meeting. - It was moved by Councilmember Rhoades, seconded by Councilmember Atlan and carried to approve the agenda as written.

AYES: Epperson, Plamondon, Atlan, Rhoades

NOES: None

ABSENT: Wratten

ABSTAIN: None

D. PRESENTATIONS/ANNOUNCEMENTS:

- Presentation of Award of Appreciation to the City of Ione - Command Sergeant Major Michael S. Todd and Lance T. Izumi, J.D. Civilian Aid to the Secretary of Army (CASA) - Command Sergeant Major Michael S. Todd presented a plaque to the City of Ione - **In Recognition and Sincere Appreciation of your Support - Thank you for your Support and Dedication to the Soldiers and Families of the US Army Northern Recruiting Battalion.** Lance T. Izumi, J.D. Civilian Aid to the Secretary of Army (Casa) also thanked the City of Ione for their support in the past and in the future.

E. PUBLIC COMMENT:

Karl Kelzer, 706 Foothill Blvd. commented on the following:

- Lack of inspections by the Building Official of the City of his property regarding issues with his home
- The requested photos and emails from the City regarding my property, which I was told if not supplied would hold things up or halt any progress; and that I may not have any recourse solving the problems with my home due to warranties.

- The Building Department is not acting on my behalf but rather covering up Axios Homes shortcomings. Mayor Epperson gave Mr. Kelzer his contact number.

Better Rhoades, commented on a statement made at the Park & Recreation Commission Meeting, June 28, 2022 by the Interim City Manager concerning rock or gravel on the Horse Track at Howard Park. Mr. Rock stated that lone has been threatened for many years by the Amador County Air District to do something about the dust on the track or lone would be fined \$10,000. I spoke to the Air District and they claim they have never spoke to lone Manager's or any other employee of the City regarding dust on the track, or fines to the City.

F. CONSENT CALENDAR:

It was moved by Councilmember Atlan, seconded by Councilmember Rhoades and carried to approve the following Consent Calendar:

- 1 Approval of Minutes: May 17, 2022
- 2 Receive and File Fire Department - 2nd Quarter Report
- 3 Receive and File Police Department - 2nd Quarter Report

AYES: Epperson, Plamondon, Atlan, Rhoades

NOES: None

ABSENT: Wratten

ABSTAIN: None

G. PUBLIC HEARING: None

DISCUSSION ITEMS:

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

H. REGULAR AGENDA:

4. Authorize the Mayor to Sign Agreement for Legal Services with Prentice Long, PC - Michael Rock explained that the new rate amounts to an increase of \$3,000 per month or \$36,000 annually. This increase was anticipated due to ongoing negotiations and therefore, was budgeted for in the Fiscal Year 2022/2023 Budget. It was moved by Councilmember Atlan, seconded by Vice Mayor Plamondon and carried to authorize the Mayor to Sign Agreement for Legal Services with Prentice Long, PC.

AYES: Epperson, Plamondon, Atlan

NOES: Rhoades

ABSENT: Wratten

ABSTAIN: None

5. Approve Release of a Request for Qualifications for Howard Park Caretaker and/or Ed Hughes Memorial Arena Host Position - On June 21, 2022 discussed the past history of Howard Park onsite caretakers, as well as the Ed Hughes Memorial Arena Management vacancy. The Park & Recreation Commission reviewed the draft RFQ and recommended that staff present it to Council for release. **The Council did not make a first or second on their motion but did have an oral vote:**

AYES: Epperson, Plamondon, Atlan, Rhoades

NOES: None

ABSENT: Wratten

ABSTAIN: None

6. Authorize the City Manager to sign an Agreement for Human Resource Consulting Services with HR Dynamics and Performance Management, Inc. - Staff conducted qualifications based informal bid process and two firms responded-Liberty Cassidy and Whitmore and HR Dynamics & Performance Management. After review of the two proposals, staff is recommending HR Dynamics & Performance Management with the following Scope of Work -

Task 1 - Overall Assessment of the City's Human Resources Administration - \$13,500

Task 2 - Development of Memoranda of Understanding - \$13,500

Task 5 - Review all City of Lone Job Specifications and Provide New Ones - \$12,000

Task 6 - Executive Level Application Evaluation (As needed) - Not to exceed \$6,000

Task 7 - Employee/Labor Relations Support (As needed) - Not to exceed \$21,000

Travel Related Expenses not to exceed \$750

It was moved by Council member Atlan, seconded by Vice Mayor Plamondon and carried to approve the Agreement with Human Resource Consulting Services with HR Dynamics and Performance Management, Inc.

AYES: Epperson, Plamondon, Atlan

NOES: Rhoades

ABSENT: Wratten

ABSTAIN: None

7. Approve Release of a Request for Proposal for Groundwater Monitoring-The current contract with EcoUrban expired on December 31, 2020. Due to the pandemic and staffing turnover, the groundwater monitoring contract was not extended beyond that date. It was moved by Councilmember Atlan, seconded by Vice Mayor Plamondon and carried to approve the Release of a RFP for the Groundwater Monitoring with the addition of making it a three year contract with two extensions.

AYES: Epperson, Plamondon, Atlan, Rhoades

NOES: None

ABSENT: Wratten

ABSTAIN: None

8. Appointment of Planning Commissioner to Fill the Unexpired Term of October 2020-October 2024 - Mayor Epperson asked that this item be pulled from the tonight's agenda and be placed on the August 2, 2022 agenda--the regular meeting of July 19, 2022 has been cancelled.

I. REPORTS AND COMMUNICATIONS FROM CITY MANAGER:

- Fire Chief Ken Mackey reported on the Electra Fire, which burned over 4,000 acres
- Update on Lights and Sound Project for Downtown -very close to finishing
- Plans received today for the Castle Oaks Landscape and update given

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

- Councilmember Rhoades reported on:
 - o Park & Recreation Commission - Discussed General Plan, and Caretaker at Howard Park;
 - o Possibility of goats being used in the Creek if CalFire is unable to clean the Creek this year
- Mayor Epperson reported that IBCA made \$62,000 at the Fireworks Sales
- Vice Mayor Plamondon reported on the Wastewater Committee Meeting, which was covered earlier in the meeting and the possibility of using the Conservation Corp to clean the Creek, if Cal Fire is not available
- City Clerk gave an update on the upcoming Election in November - 1 - 2 year seat and 3 - 4 year seats are up for election.

L. CLOSED SESSION ITEMS:

- Conference with Legal Counsel -Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph {2} of Section 54956.9 of the Government Code - Two (2) Cases
- Conference with Legal Counsel - Existing Litigation: Section 54956.9 of the Government Code -Amador Superior court Case Number 22-CV-12691- McGraw v. City of Lone

L. DISPOSITION OF CLOSED SESSION ITEMS:

- Conference with Legal Counsel -Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph (2) of Section 54956.9 of the Government Code - Two (2) Cases -
- Conference with Legal Counsel - Existing Litigation: Section 54956.9 of the Government Code -Amador Superior court Case Number 22-CV-12691- McGraw v. City of Lone -

M. ADJOURNMENT:

Mayor Epperson adjourned the meeting.



CITY OF IONE

FINANCE AND TREASURY

REPORT

JUNE 2022

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

Reconciled Bank Balance

General Checking Account - American River Bank

Balance Per Bank Statement	6,958,883.57
Less: Outstanding Checks/Wires	(187,486.65)
Add: Deposits in Transit	72,352.07
Bank Adjustments	(64.65)
Reconciled Balance	6,843,684.34

Sweep Savings Account - American River Bank

Balance Per Bank Statement	191,096.93
Less: Outstanding Checks/Wires	
Add: Deposits in Transit	
Reconciled Balance	191,096.93

General Checking Account - Wells Fargo Bank

Balance Per Bank Statement	452,798.48
Less: Outstanding Checks/Wires	(5,550.38)
Add: Deposits in Transit	2,075.95
Reconciled Balance	449,324.05

Secondary Checking Account - American River Bank

Balance Per Bank Statement	324,597.96
Less: Outstanding Checks/Wires	
Add: Deposits in Transit	
Reconciled Balance	324,597.96

Xpress Billpay Deposit Account

Balance Per Bank Statement	497,380.98
Less: Outstanding Checks/Wires	
Add: Deposits in Transit	1,118.95
Reconciled Balance	498,499.93

LAIF Account

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

Balance Per Bank Statement	<u>3,814,491.49</u>
Less: Outstanding Checks/Wires	<u></u>
Add: Deposits in Transit	<u></u>
Reconciled Balance	<u>3,814,491.49</u>

Cantella & Co. - Investment

Balance Per Bank Statement	<u>310,502.35</u>
Less: Outstanding Checks/Wires	<u></u>
Add: Deposits in Transit	<u></u>
Reconciled Balance	<u>310,502.35</u>

Certificate of Deposit - American River Bank


Balance Per Bank Statement	<u>56,331.59</u>
Less: Outstanding Checks/Wires	<u></u>
Add: Deposits in Transit	<u></u>
Reconciled Balance	<u>56,331.59</u>

TOTAL	<u><u>8,119,205.63</u></u>
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CITY OF IONE
FINANCE AND TREASURY REPORT FY 2021-2022
MONTH END: June 2022

BALANCE PER GENERAL LEDGER

General Checking Account - American River Bank	<u>6,843,684.34</u>
Sweeps Savings Account - American River Bank	<u>191,096.93</u>
General Checking Account - Wells Fargo	<u>449,324.05</u>
Secondary Checking Account - American Bank	<u>324,597.96</u>
Xpress Billpay Deposit Account	<u>498,499.93</u>
LAIF	<u>3,814,491.49</u>
Cantella & Co. - Investment	<u>310,502.35</u>
Certificate of Deposit - American River Bank	<u>56,331.59</u>
Reconciled Balance	<u>12,488,528.64</u>
TOTAL	<u><u>12,488,528.64</u></u>
Reconciled Difference	<u>-</u>



Chris Hancock, City Treasurer

8/9/2022
Date

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

01 - ARB - Primary Checking (ARB - Primary Checking) (1)
June 30, 2022

Acco 9999001010

Bank Account Number:

Bank Statement Balance:	6,958,883.57	Book Balance Previous Month:	7,119,721.91
Outstanding Deposits:	72,352.07	Total Receipts:	437,605.14
Outstanding Checks:	187,486.65	Total Disbursements:	713,642.71
Bank Adjustments:	64.65-	Book Adjustments:	.00
Bank Balance:	<u>6,843,684.34</u>	Book Balance:	<u>6,843,684.34</u>

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
160	87.00	179	332.00	1245	71,459.87		
176	29.00	1244	40.70	1246	403.50	Total:	<u>72,352.07</u>

Deposits cleared: 80 items Deposits Outstanding: 6 items

Outstanding Checks

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
1228	2,404.75	2488	51.70	3035	136.30	3047	125.55
1390	222.60	2572	18.75	3036	2,690.35	3048	375.00
1438	80.00	2599	7,550.27	3037	15,500.58	3049	8,706.23
1439	101.43	2684	81.40	3038	117.37	3050	493.90
1446	1,446.25	2862	25.00	3039	193.53	3051	11,000.00
1712	50.05	2966	599.50	3040	16,239.88	3052	94.39
1755	25.84	2987	10,791.65	3041	3,970.46	3053	127.10
1802	50.00	3019	8.16	3042	4,566.70	3054	50.70
1913	79.02	3024	289.42	3043	340.50	3055	200.00
1925	40.70-	3032	762.99	3044	5,186.00	3056	38,172.56
2358	2.60	3033	46,475.00	3045	520.00	3057	<u>2,715.30</u>
2480	50.00	3034	524.97	3046	4,313.60	Total:	<u>187,486.65</u>

Checks cleared: 83 items Checks Outstanding: 47 items

Bank Adjustments

Description	Amount	Description	Amount
Unidentified Business license	64.00-	Unidentified	<u>65-</u>
		Total:	<u>64.65-</u>

02 - ARB - Sweep Savings (ARB - Sweep Savings) (2)
June 30, 2022Acco 9999001020
Bank Account Number:

Bank Statement Balance:	191,096.93	Book Balance Previous Month:	191,089.86
Outstanding Deposits:	.00	Total Receipts:	7.07
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>191,096.93</u>	Book Balance:	<u>191,096.93</u>

Outstanding Deposits

No outstanding deposits found!

Deposits cleared: 1 items Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

03 - WF - Checking (WF - Checking) (3)
June 30, 2022

Acco 9999001030
Bank Account Number:

Bank Statement Balance:	452,798.48	Book Balance Previous Month:	421,105.98
Outstanding Deposits:	2,075.95	Total Receipts:	29,219.16
Outstanding Checks:	5,550.38	Total Disbursements:	1,001.09
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>449,324.05</u>	Book Balance:	<u>449,324.05</u>

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
202	86.40	1258	1,989.55				
						Total:	<u>2,075.95</u>

Deposits cleared: 15 items Deposits Outstanding: 2 items

Outstanding Checks

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

Checks cleared: 7 items Checks Outstanding: 13 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

04 - ARB - Secondary Checking (ARB - 5168 Secondary Checking) (4)
June 30, 2022Acco 9999001040
Bank Account Number:

Bank Statement Balance:	324,597.96	Book Balance Previous Month:	324,656.61
Outstanding Deposits:	.00	Total Receipts:	1.35
Outstanding Checks:	.00	Total Disbursements:	60.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>324,597.96</u>	Book Balance:	<u>324,597.96</u>

Outstanding Deposits

No outstanding deposits found!

Deposits cleared: 1 items Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 1 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

05 - XPRESS BILLPAY DEPOSIT ACCT. (X) (5)
June 30, 2022Acco 9999001050
Bank Account Number

Bank Statement Balance:	497,380.98	Book Balance Previous Month:	460,496.85
Outstanding Deposits:	1,118.95	Total Receipts:	38,003.08
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>498,499.93</u>	Book Balance:	<u>498,499.93</u>

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
256	40.70	1298	580.50	1300	40.70		
1297	212.80	1299	244.25				
						Total:	<u>1,118.95</u>

Deposits cleared: 51 items Deposits Outstanding: 5 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

20 - LAIF (LAIF) (20)
June 30, 2022Acco 9999001120
Bank Account Number:

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

Outstanding Deposits

No outstanding deposits found!

Deposits cleared: 0 items Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

21 - CANTELLA INVESTMENTS (CANTELLA INVESTMENTS) (21)
June 30, 2022Acco 9999001121
Bank Account Number:

Bank Statement Balance:	310,502.35	Book Balance Previous Month:	312,607.30
Outstanding Deposits:	.00	Total Receipts:	.00
Outstanding Checks:	.00	Total Disbursements:	2,104.95
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	<u>310,502.35</u>	Book Balance:	<u>310,502.35</u>

Outstanding Deposits

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
2	.00						
						Total:	<u>.00</u>

Deposits cleared: 0 items Deposits Outstanding: 1 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 1 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

30 - ARB - CD 4899 (ARB - CD 4899) (30)
June 30, 2022Acco 9999001130
Bank Account Number:

Bank Statement Balance:	56,331.59	Book Balance Previous Month:	56,326.80
Outstanding Deposits:	.00	Total Receipts:	4.79
Outstanding Checks:	.00	Total Disbursements:	.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	56,331.59	Book Balance:	56,331.59

Outstanding Deposits

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

Deposits cleared: 1 items Deposits Outstanding: 1 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 0 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

Agenda Item

#3

DATE: August 16, 2022

TO: Mayor Epperson and City Council

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

SUBJECT: City Manager's Department (Administration) Report

RECOMMENDED ACTION:

Receive and file Fiscal Year 2021-2022 City Manager's Department Report

FISCAL IMPACT:

There is no fiscal impact associated with this item.

BACKGROUND:

The report covers FY 2021-2022. City Manager (Administrative) programs include City Clerk, Human Resources, Information Services, Finance, and Risk Management.

This report is designed to give you an overview of the day-to-day operations of the City's various administrative units (e.g., HR, Finance, etc.). The tracking and reporting processes for the administrative units are a work in process and staff are currently designing and implementing new protocols for doing so. As these protocols are put in place, we will provide additional reporting detail.

ATTACHMENTS:

FY 21-22 City Manager's Department Administration Report



CITY OF IONE

**Fiscal Year 2021-2022
CITY MANAGER'S
DEPARTMENT
ADMINISTRATION REPORT**

CITY OF IONE

CITY MANAGER'S DEPARTMENT

ADMINISTRATION REPORT

FISCAL YEAR 2021-2022

The City Manager's Office is pleased to present an annual report of City services and accomplishments of several program areas including Finance, Human Resources, Information Services, Risk Management and other program areas in the City Manager's Department.

As this is the first such report, staff has made an effort to report on the City services and accomplishments of Fiscal Year 2021-2022. This report will also highlight major upcoming projects or initiatives for the next few months. NOTE: This report is a work in progress and staff will continue to make improvements and add additional reporting items with each iteration.

Purpose

The primary purpose of this report and the quarterly reports of the individual departments is transparency. Openness strengthens our democracy and promotes efficiency and effectiveness in government.

"When a government is transparent its citizens can see its inner workings—its processes, procedures, budgets, priorities, plans, and decision-making strategies. In a transparent government, the public's business is conducted in the public view, and is subject to review, discussion, dissent, and even corrective action through the ballot box."

~ Don-Terry Veal, et. al

The current administration is committed to being transparent and to constantly strive to provide more information across more medium including reports like this one, putting information on the City's website and social media platforms, at town hall meetings, at meet and greet events, and through department events like *"Coffee with a Cop"*, and eventually through a Citizen's Academy.

EXECUTIVE SUMMARY

“Laying the Foundation”

The City is in the midst of transformational change related to a number of significant operational projects and initiatives that will form the basis for City operations for years to come (for example, the new modern website that will improve transparency and include greater civic engagement capabilities). When viewed holistically, as I sat down to draft this section, it became apparent that the overall theme of the past year and continuing into Fiscal Year 2022-2023 is to create a foundation upon which the City can become a high performing organization. Therefore, the Fiscal Year 2022-2023 City Manager’s Office theme is *Laying the Foundation*. What this means is laying a foundation that provides clear direction, sets expectations, and establishes accountability for results so the City can become a premier organization.

With the *Laying the Foundation* theme in mind, I am extremely happy to see more communication, coordination, and collaboration between city departments (e.g., Police/Fire coordination, Police/Fire/Public Works coordination, etc.). Not that there wasn’t communication, coordination, and collaboration before, rather I point it out because there is a clear and visible renewed effort between the departments to find ways to work together more and in a more comprehensive manner. I am both encouraged and excited by the possibilities of these efforts and I am certain with greater communication, coordination, and collaboration, the City will be poised to face any new challenges in a synchronized, efficient manner and become the premier organization we all want it to be.

Sincerely,



Michael Rock
Interim City Manager

FOUNDATION BUILDING BLOCKS

Building a solid foundation is critical to the success of any organization. Great foundations, once built, are not necessarily visible, but they are felt. When challenges arise, having a strong foundation allows an organization to withstand the pressures put upon it.

The City is working to build a foundation that will support the organization well into the future. This includes, but is not limited to, setting robust internal and operational priorities, establishing a comprehensive contracts management program, creating a sustainable records management program, developing a system for continual process review and improvement, and prioritizing continual staff training to ensure City staff are equipped to provide our citizens with the best possible service across all program areas.

Internal Priorities

As internal processes and culture are established, staff will be able to focus on longer-term business priorities and fulfill the potential envisioned. With the turnover the City experienced over the past year, and based on exit interviews, it is apparent that many employees were dissatisfied with their employment experience with the City. Addressing the internal priorities listed below is intended to help improve job satisfaction for City employees and in turn help improve the services provided by staff to our citizens.

It is anticipated that during the latter half of this fiscal year staff will turn their attention to more technical issues such as long-term financial stability, program priorities, and asset management. Note that several of the priorities/goals listed below are already in process; others are being established for the first time.

Internal priorities for FY 22/23 include:

- *Communication/Transparency*
- *Process Improvements*
- *Staffing and Training*
- *Partnership/Integration of Departments*
- *Customer Service*

Operational Priorities

Many significant operational projects are underway that set the basis for City programs into the future. These projects will be included in future department quarterly reports; however, their significance merits mention here as part of the overall priorities for the current year.

Operational priorities for FY22/23 include:

- *Development Impact Fee Update*
- *Wastewater Fee Update*
- *Master Fee Schedule Update*
- *Howard Park Master Plan Update*
- *Capital Improvement Project Implementation*

Internal Priorities

Communication

Effective communication is a cornerstone of any successful organization. In an effort to lay the foundation for transforming the City into a premier organization, it is especially important that information relating to City services be communicated with the City Council, staff, and the general public. Toward that end, several initiatives are either planned or already in motion:

- Create a Modern City Website: Create and maintain a modern website to provide basic information for the general public regarding City services and create department web pages to provide department specific information to our citizens. More information can be provided via the internet, thereby better informing citizens of available services and upcoming projects or events.
- Create a City intranet presence: provide additional resources to disseminate internal information.
- City Newsletter – Continue to find ways to use the City’s newsletter to provide information to our residents.
- Departmental Reports to City Council.
- Staff meetings/internal communication
 - Establish Leadership Workshops: quarterly leadership workshops will be held for all City managers and supervisors to improve internal communication, set direction for the City, and provide leadership and team building training.
 - Regular Staff Meetings: All supervisors shall have regularly scheduled meetings with their staff.
 - Bi-annual All Staff Meetings.
- Frequent communication from City Manager to all staff: The City Manager should provide frequent email and/or bi-annual talks to all City staff (All Staff Meetings).
- Improve marketing/outreach of City services and accomplishments.

Process Improvements

The City has been and will continue improving several processes (primarily internal) for increased cost effectiveness, efficiency, and improved customer services. As the City continues to grow, it is vitally important the City is ready to handle that growth in order to ensure timely service delivery.

Management has identified several processes as having potentially significant impacts on citywide services. Most significantly:

- **Hiring Processes:** The hiring process in the City has not been efficient. City human resources staff is implementing measures to centralize the City's human resources functions as much as possible, recognizing certain differences in hiring processes across departments.
- **Contracting:** Management and staff have initiated tracking and monitoring protocols to ensure the City maintains contract compliance and is able to conduct business operations timely.
- **Records management:** Creating and maintaining the City's records in an organized manner will not only save time and money but will also improve service delivery on public records requests.
- **Information Technology:** Many services can be provided electronically via the internet, potentially reducing cost and timelines. Staff is exploring and will begin implementation of such services once the City's new website is launched.

Staffing and Training

Hiring quality staff is one of the most important factors in providing quality services. Through conversations with City staff, management has determined that many staff desire more technical training related to their work. This reflects that staff want to provide better services to our citizens and business partners. Management understands that it is important to provide ongoing training to City staff if the organization is to be a high-performing organization.

- **Fill vacant positions with quality staff in a timely manner:** workload currently exceeds staff capacity. Filling positions quickly is a priority; however, it is important that quality employees are selected for these positions.
- **Conduct a hiring workshop for the leadership team:** this workshop will include training on what qualities to look for when hiring new staff.
- **Leadership training:** managers and supervisors will participate in leadership and supervisory training.
- **Process training:** training will be provided to appropriate staff on an ad hoc basis for various processes, including hiring, contracting, and project management.
- **Individual technical training:** to be implemented on an individual basis based on need.

Partnership/Integration of Departments

Partnership and integration of the departments is central to the City's success. Coordination and collaboration are integral aspects of successful operations. Management is working to foster greater partnership and integration between all City departments by establishing several initiatives to facilitate these efforts.

These initiatives include:

- *Leadership Workshops:* Leadership workshops will be held for all City managers, supervisors, and/or lead workers who demonstrate leadership abilities, to improve internal communication, set direction for the organization, and provide leadership and team building training.
- *Integrated Meetings:* Management and other inter-departmental meetings have been or will be established to share information, break down barriers, facilitate inter-departmental coordination, and set City/inter-departmental priorities.
- *Cross-training:* When and where possible, have multiple staff trained to do a variety of work.
- *Internal processes:* Achieving consistency for common practices across all departments.

Customer Service

When thinking about what customer service is and what it means, it is important to recognize that there are internal and external customers. A customer is not just our citizens, business partners, vendors, or visitors to our community. A customer is also our coworkers, our supervisor, our employees, as well as City Council and other commission/committee members. All City staff are expected to provide excellent customer service to our constituents and to each other. Toward that end, a team of City staff will research and recommend customer service standard for adoption by the Executive Team.

- *Establish customer service standards.*
- *Provide customer service standards training for all City staff.*

The aforementioned internal and operational priorities will "*Lay the Foundation*" for the City of Lone to transform in the premier organization we all know it can be and want it to be. The next section of this report will outline the many accomplishments over the year.

GENERAL ADMINISTRATION

General administration encompasses all the tasks and duties required for effective and efficient office operations. In this report, staff is highlighting a few tasks which have a significant impact on City operations and service delivery. Specifically, staff will be highlighting the efforts taken over the last year to improve processes related to contracts management, records management, and public records act request administration. This report also outlines the some of the things staff has processed related to human resources and finance.

CONTRACTS MANAGEMENT

Providing government services by contract is necessary and more efficient for smaller cities. The primary reasons to pursue contracts is to reduce costs and to improve service levels. Another reason is to free up resources for City staff to focus on core services provided by the City. Contract management is a vital component of effective procurement of goods and services. Contract management includes development, execution, tracking and ongoing regular monitoring.

Over the last several months, staff has worked to centralize all City contracts and has implemented a tracking system to provide effective contract monitoring and administration.

Staff is committed to ensuring the City's contracts are all up to date, drafted in the City's best interest, and conform to all relevant contracting laws and regulations. Management is looking into appropriate contract/procurement trainings for select staff to improve the City's contracts and procurement processes. Management will continue to review every contract to ensure the services are still needed, whether the City can obtain the services at a better rate from another vendor, or if the vendor is performing the services according to the terms of the contract.

Since January 2022, staff have processed the following contracts/agreements:

City Manager Authority (e.g., not-to-exceed \$15,000)

Vendor	Service Description/Purpose	Amount
Wes Eckhart	Building Plans Design	\$4,000
Chad Simmons	Castle Oaks Landscape Design Plans	\$9,000
West Yost	WDR Permit Update	\$14,999
TOTAL		\$27,999

New Contracts Executed

Vendor	Service Description/Purpose	Amount
Willdan Engineering	City Engineer Services	Ongoing
Sang Hai Corp.	Electronic Sign Board Lease Agreement	TBD / quarterly
HR Dynamics	HR Consulting Services (1 st year)	\$66,750
West Yost	WW & Tertiary Plants Interconnect Piping Project	\$113,293
Computer Brokers	IT Services	\$35,016

Annual Recurring Contract Renewals (not an amendment)

Vendor	Service Description/Purpose	Amount
ACRA	2022 Lone Swimming Management Agreement	\$20,000

Amendments to Existing Contracts

Vendor	Service Description/Purpose	Amount
Mary Morris-Mayorga	Financial Consulting Services (First Amendment)	\$50,000
IW Solar, LLC	Solar Energy Power Purchase Agreement	\$7,625 average
Prentice & Long	City Attorney Services (First Amendment)	Ongoing
Lone Junior Tennis	Facility Use (First Amendment)	\$100 /year

RECORDS MANAGEMENT

Records management is the supervision and administration of digital or paper records, regardless of format. Records management includes the creation, receipt, maintenance, use and disposal of records. Staff has initiated the process of digitizing many historic records and is working on creating an organized digital records management system. These efforts will improve service delivery by allowing staff to more efficiently locate information when needed.

In Process or Upcoming Process Improvements Records Management

- Combine various computer drives so related documents are stored in a single location for ease of reference.
- Create specific drives for the various program areas (e.g., human resources, finance, public works, etc.). Provide access on an as needed basis to certain drives for enhances confidentiality and record security.
- Review the City's Records Retention Schedule for any necessary updates.
- Establish a schedule for records purging based on the Records Retention Schedule.

PUBLIC RECORDS ACT REQUESTS

The City understands and supports the public's right to access the public records created and maintained by the City in the course of their normal business. It is the goal of the City to provide service in a transparent manner, which includes timely access to requested records in accordance with the California Public Records Act (PRA), Government Code Sections 6250 to 6270.

It is Management's intent to ensure an online Public Record Act request function as part of the new City website. Historically, the City's public records requests have been stored in hardcopy however, staff has started the process of digitizing prior requests as part of the records management improvements and in preparation of a public records request archiving center with the new website.

Over the last year the City has processed a number of public records requests. The table below outlines those public records requests that were not able to be processed immediately and required more time.

1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total All Quarters
21	41	4	29	95

HUMAN RESOURCES

The City's human resources responsibilities include recruitment, benefits administration, performance evaluation, labor relations, employee engagement, and organizational development.

Management is committed to improving the City's human resource function and has contracted with a human resource consultant who will assess the City's human resource processes and procedures to ensure they comply with current laws and modern standards.

Centralization of Human Resources Function

Management is currently going through the process of centralizing portions of the City's human resources functions across the departments. Historically, both the Fire Department and the Police Department have administered the majority of their own hiring procedures (e.g., job posting, interview scheduling, new hire paperwork processing, etc.). Due to the complexity of human resource functions, Management is reviewing and documenting all City departments hiring processes. Management recognizes there are certain required differences in the hiring process for fire department personnel, police department personnel, and for a few other specific positions (e.g., required drug testing).

During the report period, Human Resources has processed the following staffing actions:

Date	Classification	Status	Department
12/6/2021	Administrative Assistant	Full time	Administration
1/3/2022	Maintenance Worker I	Full time	Public Works
2/7/2022	Building Inspector	Full time	Public Works
3/7/2022	Management Analyst	Full time	Administration
3/28/2022	Maintenance Worker I	Full time	Public Works
5/17/2022	Administrative Analyst	Part time	Police

PERFORMANCE EVALUATIONS

In May, Human Resources started the effort to gather all employee performance evaluation information and is working on creating a Performance Evaluation Report that will be distributed to department heads monthly. This report will outline each department heads and/or supervisors direct report's performance evaluation due dates, whether a step increase is warranted depending on the timing of the evaluation (e.g., step increases are generally not authorized at 3, 6, or 9-month evaluations), on late evaluations, how many days late the evaluation is, and for each department head/supervisor, the percentage of up to date evaluations. Management is striving for 100% on time performance evaluation within six months.

In Process or Upcoming Process Improvements in Human Resources

- Develop a more comprehensive employee performance evaluation form.
- Develop a separate manager/supervisor performance evaluation form or at least a supplement to the employee evaluation form when the employee is a manager or supervisor.
- Management has started to lay the groundwork (foundation) for an internal leadership development program.
- Implementation of a teambuilding program (e.g., management retreat)

FINANCE

The Finance Department provides financial support to all the City's departments. It is responsible for budget development and monitoring, financial records, payroll, payment processing (e.g., accounts payable and accounts receivable), financial analysis, fixed asset management, grant funding management and reporting, and works in coordination with the Human Resources Department on worker's compensation, benefits administration, and more.

Although the department continues to be short staffed it is making the most of the resources it has.

During the last several months, finance personnel have continued the process of evaluating internal processes and looking for ways to streamline them to improve efficiencies.

BUDGET

On June 21, 2022, the Fiscal Year 2022-2023 Budget was adopted by City Council. Staff submitted a balanced budget with operating expenditures proposed at \$6,846,844, debt services at \$56,500, and capital expenses at \$4,541,788 for a grand total of \$11, 455 million and an unrestricted reserve at \$1,354,350.

Management would like to remind our residents and Council, that no effort of this magnitude and with the staffing limitations the Finance Division is currently experiencing, is without unintentional error. Management and staff make absolutely every effort to capture and report all budget information. With each budget cycle under our belts, current staff gain greater insight into all aspects of the City's budget and staff have already started preparing for the mid-year budget review process where management will present any needed adjustments to the annual budget.

In Process or Upcoming Process Improvements in Finance

- Revising the employee timecard for better timecard processing
- Extra help/Part time employee hours tracker
- Expense Reimbursement Form
- New budget trackers for department personnel responsible for budget expenditures
- New budget development tools to improve the next budget process
 - Contract Encumbrance Tracker
 - Grant Funding Worksheet
 - Memberships and Licenses Worksheet
 - Computer Equipment and Software Renewal Worksheet
- Review the City's Purchasing and Bidding Policy

Agenda Item

#4

DATE: August 16, 2022

TO: Mayor Epperson and City Council

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

SUBJECT: Second Reading and Adoption of Ordinance 530 to Amend Chapter 2.36
Parks and Recreation Commission

RECOMMENDED ACTION:

Waive the Second Reading and Adopt Ordinance 530 amending City Municipal Code Chapter 2.36 Parks and Recreation Commission, to add the ability to appoint up to two youth advisory commissioners to the Parks and Recreation Commission.

FISCAL IMPACT:

There are no costs associated with this item.

BACKGROUND:

On August 2, 2022 (Item 10), the Council heard the Introduction (First Reading) of Ordinance 530 and continued this matter to August 16, 2022, for Final Passage (Second Reading).

In early 2022, a local high school student expressed interest in being a Parks and Recreation Commission Youth Advisory member. It was at that time, staff determined that the ordinance did not specifically allow for Youth Advisory members. However, City Code of Ordinance Chapter 2.36 – Parks and Recreation Commission, Section 2.36.020 – Membership, Item E, provides that the City Council may appoint advisory personnel to assist the commission with its purpose. The proposed revisions provide that the City Council may appoint youth advisory members to the Parks and Recreation Commission to assist the Commission with its purpose.

ATTACHMENTS:

Ordinance 530

CITY OF IONE

ORDINANCE No. 530

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IONE, AMENDING ORDINANCE 304, AND AMENDING THE IONE MUNICIPAL CODE, TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.36 (PARKS AND RECREATION COMMISSION), RELATING TO YOUTH ADVISORY MEMBERS ON THE PARKS AND RECREATION COMMISSION

WHEREAS, in 1990 the City of Ione adopted Ordinance 304 establishing the Parks and Recreation Commission to advise City Council on all matters relating to public parks and facilities and recreation matters and services; and

WHEREAS, Chapter 2.36 – Parks and Recreation Commission, Section 2.36.020 provides that the City Council may appoint advisory personnel to assist the commission with its purpose; and

WHEREAS, the adopted Ordinance 304 did not contain a provision for specifically allowing youth advisory members on the Parks and Recreation Commission; and

WHEREAS, there has been interest in allowing youth advisory members to serve as non-voting advisory members on the Parks and Recreation Commission; and

WHEREAS, the proposed revisions have incorporated into the amended Chapter 2.36 - Parks and Recreation Commission of the Ione Municipal Code.

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Ione, State of California, does hereby amend the Ordinance 304, and

BE IT FURTHER ORDAINED, that the City Council of the City of Ione, State of California, adopts the amended Chapter 2.36 – Parks and Recreation Commission attached below.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IONE, AMENDING ORDINANCE 304, AND
AMENDING THE IONE MUNICIPAL CODE, TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.36
(PARKS AND RECREATION COMMISSION), RELATING TO YOUTH ADVISORY MEMBERS ON THE PARKS
AND RECREATION COMMISSION**

Ordinance 304 is amended as follows:

2.36.010 Purpose.

A city-wide parks and recreation commission is established and shall be referred to as the "Ione Parks and Recreation Commission."

The purpose of the commission is to advise the City Council on all matters relating to public parks and facilities and recreation matters and services.

The authority of the commission to act in an advisory capacity is to be interpreted broadly, i.e., the scope of investigation, research and recommendations may pertain to any facet of public parks and recreation activities. The commission may investigate matters on its own or at the direction of the City Council. No single councilperson may direct the commission towards specific interests, but the majority of the City Council at a public meeting of the City Council may provide direction to the commission.

The commission shall be governed by by-laws approved by the City Council.

2.36.020 Membership.

- A. The commission shall consist of five regular members and, depending upon interest, no more than two non-voting youth advisory commissioners.
- B. No less than three of the five regular commissioners shall reside within the city limits.
- C. No member of the commission shall be an elected official of the city, an appointed employee of the city, or a member of any other city commission appointed by the City Council.
- D. One member of the City Council may be appointed by the mayor with approval of a majority of the City Council to serve as an ex-officio member of the commission.
- E. The City Council may from time to time appoint advisory personnel to assist the commission. Such advisors shall not have voting privileges.
- F. Youth advisory commissioners must be a resident of the City of Ione and be between 13 to 18 years of age.

2.36.030 Terms of office.

- A. Commissioners shall be appointed by the mayor with the ratification of a majority of the City Council.
- B. The commissioners, other than advisory personnel and ex-officio members, shall be appointed as follows:
 - 1. Three of the regular five members first appointed shall be designated to serve the terms of one, two, and three years respectively from the date of their appointments and two shall be designated to serve for terms of four years from the date of their appointments.

2. All regular member successors shall be appointed for two-year terms. The term of office shall start on the fourth day of September and shall end on the third day of September two years from that initial date.
 3. All regular members shall hold office until his or her successor has been appointed.
 4. All youth advisory commissioners shall serve a one-year term from the date of their appointment.
- C. Any commissioner who misses three consecutive meetings with unexcused absences may be requested by the commission, the City Council, the City Manager (or designee) or the mayor to resign.
- D. The first chairperson of the commission shall be designated by the mayor to serve a term of four years. Thereafter, the chairperson shall be appointed annually at the commission's first meeting in September by a majority of the members of the commission. A vice-chairperson shall also be appointed at that meeting by a majority of the members of the commission.

2.36.040 Powers, duties and procedures.

- A. The commission shall operate pursuant to by-laws approved by the City Council.
- B. The powers and functions of the commission may include:
1. Research, investigations, studies and analysis of parks and recreation matters;
 2. Preparing and recommending policy matters for consideration by the City Council;
 3. Oversee implementation policies as directed by the City Council;
 4. Preparing and recommending master development plans and capital improvement plans for park facilities;
 5. Preparing and recommending recreation service/activities programs;
 6. Acting in its advisory capacity to recommend policy to the City Council which will provide for improved park facilities and recreational activities, and the maintenance and operation of those facilities and services.
7. Youth advisory commissioners shall be appointed to represent the interest of lone youth and are required to attend and participate in the meetings and events of the commission when applicable, which will also include the planning and preparation for events and community projects. Time commitments for events vary, but youth advisory commissioners must complete a minimum of 20 service hours per semester.

2.36.050 Time and place of meeting.

The Parks and Recreation Commission shall meet regularly at City Hall, 1 East Main Street, on the fourth Tuesday of each month. Other meetings may be called from time to time in the manner required by law.

This ordinance shall be effective 30 days following its adoption by the City Council of Lone. A summary of this ordinance shall, within fifteen (15) days after passage, be published in accordance with Section 36933 of the Government Code of the State of California, with the names of the City Council members voting for and against it.

The foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Ione on August 2, 2022 and adopted on August 16, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Epperson, Mayor

ATTEST:

Janice Traverso, City Clerk

APPROVED AS TO FORM:

Carolyn Walker, Deputy City Attorney

INTRODUCED: August 2, 2022

ADOPTED:

EFFECTIVE:

SUMMARY PUBLISHED:

Agenda Item

#5

DATE: August 16, 2022

TO: Mayor Epperson and City Council

FROM: Michael Rock, Interim City Manager

SUBJECT: Authorize the Interim City Manager to sign Agreement with West Yost for Assistance Renewing the City's Wastewater Discharge Requirements Permit, Conducting a Seepage Study, Removing the Cease-and-Desist Order, Capacity Analysis, Review of Master Wastewater Plan and other items

RECOMMENDED ACTION:

1. Staff recommends the City Council authorize the Interim City Manager sign the Agreement with West Yost in order to begin the process of updating the WDR Permit to reflect the increased plant capacity and allow for connecting the WWTP with the Tertiary Plant. This effort will include conducting a seepage study and updating the WWTP capacity analysis. The work will also include submitting a request to have the Cease and Desist Order rescinded.
2. Transfer \$200,000 from the WWTP Operation and Maintenance Reserve Budget (Account 3111-Cash Allocation Reserve) to Account Code 3111-50-6212 to fund this Agreement.

FISCAL IMPACT:

This agreement is a not to exceed contract for \$199,800. If the City Council approves Item 2 above (Recommended Action) then there are sufficient funds in Account Code 3111-50-6212.

BACKGROUND:

The WDR permit has not been renewed since 2013 (R5-2013-0022-001). Due to a population increase in the City and WWTP changes since the last renewal of the permit, it is time to renew the WDR permit for the WWTP and Tertiary Plant.

Under the renewed permit the City will be requesting the CVRWQCB for increased capacity, the ability to connect the WWTP with the Tertiary Plant, the ability to add an additional treatment/storage pond in the future, if needed.

ATTACHMENTS:

Professional Services Agreement with West Yost
Scope of Work
Billing Rate Schedule

**STANDARD FORM PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE CITY OF IONE
AND
WEST YOST ASSOCIATES**

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made and entered into this 16TH day of August 2022, by and between the **CITY OF IONE, a political subdivision of the State of California ("City")**, and **WEST YOST ASSOCIATES sole proprietor, partnership, corporation ("Contractor")**.

RECITALS

WHEREAS, City desires to retain West Yost Associates to provide the following services: ***Contract and Permit Structure Review; Capacity Analysis; Seepage Study; ROWD; Regional Board Meetings and Coordination; Project Management*** more specifically described in Attachment A: Scope of Services; and

WHEREAS, Contractor agrees and confirms that it is qualified and agreeable to render the aforesaid services. Contractor is a licensed design professional in the state of California.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by City, the parties agree to the following:

- I. **SCOPE OF SERVICES:** Contractor agrees to provide all of the services described in Attachment A. In providing services under this Contract, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality ("Standard of Care").
- II. **ADDITIONAL SERVICES:** The City may desire services to be performed which are relevant to this Contract or the services to be performed hereunder but have not been included in the scope of the services listed in Paragraph I above, and Contractor agrees to perform said services upon the written request of City. These additional services could include, but are not limited to, any of the following:
 - A. Serving as an expert witness for the City in any litigation or other proceedings involving the project or services.
 - B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

III. CITY FURNISHED SERVICES: The City agrees to:

- A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Contractor hereunder and as set forth in Exhibit A.
- C. Make available all pertinent data and records for review.

IV. TERM OF CONTRACT: This Contract shall commence on August 16, 2022, and shall terminate on February 29, 2024, unless sooner terminated in accordance with the terms hereunder.

V. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance no later than February 24, 2024. Time is of the essence with respect to this Contract. City recognizes that Contractor's performance must be governed by sound professional practices in a manner consistent with the Standard of Care.

VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Attachment A. Said fees shall remain in effect for the entire term of this Contract.

VII. MAXIMUM COST TO CITY: Notwithstanding any other provision of this Contract, in no event will the cost to City for the services to be provided herein exceed the maximum sum of \$200,000, including direct non-salary expenses.

VIII. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt and approval by City of an invoice covering the service(s) rendered to date.

With respect to any additional services provided under this Contract as specified in Paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from City for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Attachment A.

Invoices or applications for payment to the City shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation.

This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

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

- IX. INSURANCE: Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of its services hereunder.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01 or equivalent) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits in the amount of \$1,000,000 per occurrence, and a general aggregate limit of \$2,000,000.

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

City of Lone
1 E Main Street
Lone, CA 95640

- B. Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1); or, if Contractor has no owned autos or hired autos, then as broad as ISO Form CA0001 (Code 8); and, if Contractor has non-owned autos, then as broad as ISO Form CA0001 (Code 9).

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

City of Lone
1 E Main Street
lone, CA 95640

- C. The Contractor shall be required to carry professional, malpractice, errors & omissions coverage in the amount of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to City. However, failure to obtain and provide the required documents to City prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the City.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers, shall be in excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

- X. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times

during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed City Workers' Compensation Exemption form) shall be provided to City prior to commencement of work.

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

is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)).

Contractor will permit City to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises, or, at City's option, Contractor shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from City.

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

- XVII. **CONFIDENTIALITY:** All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.
- XVIII. **TITLE:** It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the City. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to City without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide City with said disk.
- XIX. **TERMINATION:**
- A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.
 - B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the City may terminate this Contract by giving five calendar days written notice to Contractor.

- C. The Contractor shall be excused for failure to perform services herein if such services are prevented by force majeure, strikes, labor disputes or other forces over which the Contractor has no control.
- D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.
- XX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the City.
- XXI. AMENDMENT: This Contract may be amended or modified only by a written instrument signed by both parties.
- XXII. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to City, as evidenced in writing.
- XXIII. WAIVER: No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.
- XXIV. SEVERABILITY: If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- XXV. JURISDICTION AND VENUE: This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Amador County, California.
- XXVI. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.
- XXVII. EXHIBITS: All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

Exhibit Designation	Exhibit Title
	Scope of Services to be provided by Contractor
Attachment A	Fees to be Paid Contractor by City
Attachment B	Project Schedule
Attachment C	Health Insurance Portability and Accountability Act Supplement

XXVIII. DESIGNATED AGENTS: The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.

XXIX. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all applicable and non-conflicting federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract. Contractor shall comply with the Health Insurance Portability and Accountability Act and shall execute the Health Insurance Portability and Accountability Act Supplement attached to this Contract as Exhibit C.

XXX. NOTICES: Any notice required to be given pursuant to the terms and conditions hereof shall be in writing and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to City:

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

If to Contractor:

**WEST YOST ASSOCIATES
8950 Cal Center Drive, Building 1, Suite 363
Sacramento, CA 95826**

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

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

CITY OF IONE:

CONTRACTOR:

By _____
Michael Rock,
Interim City Manager

By _____
Name: _____
Title.: _____

Date: _____
Approved as to form:

Date: _____

Carolyn Walker
City Attorney

**SCOPE OF SERVICES
TO BE PROVIDED BY CONTRACTOR**



1001 Galaxy Way
Suite 310
Concord CA 94520

925.949.5800 phone
530.756.5991 fax
westyost.com

June 14, 2022

SENT VIA: EMAIL

Mr. Michael Rock
Interim City Manager
City of Lone
PO Box 398, 1 East Main Street
Lone, CA 95640

SUBJECT: Proposal for WDRs Renewal Assistance for the City of Lone Wastewater Treatment Plant

Dear Michael,

West Yost appreciates the opportunity to continue assisting the City of Lone (City) with services related to renewing the discharge permit for the City's wastewater treatment and disposal facilities. This letter proposal provides the City with a proposed Scope of Services, Budget and Schedule for assisting the City with renewal of Waste Discharge Requirements (WDRs) Order R5-2013-0022-001, which govern discharge and reuse of secondary effluent from the City's Wastewater Treatment Facility (WWTF); renewal of WDRs Order 93-240, which govern treatment and use of recycled water from the City's Castle Oaks Water Reclamation Plant (COWRP); and rescission of Cease and Desist Order (CDO) R5-2014-0157.

PROJECT UNDERSTANDING

This section presents West Yost understanding of the current issues and associated evaluation efforts needed to support this project.

Desired Permit Modifications

WDRs Order R5-2013-0022-001, hereinafter referred to as the WWTF Permit, was last amended by the Central Valley Regional Water Quality Control Board (Regional Board) in December 2014. The CDO was also adopted at this time. WDRs Order 93-240, hereinafter referred to as the COWRP Permit, was adopted in 1993, and a revised Monitoring and Reporting Program (MRP) for the COWRP Permit was issued in October 2021. All four of these orders are out of date and reflect information that needs to be updated. Key updates include:

- Acknowledging recent improvement projects: lining of treatment Ponds 1 through 4 and storage Pond 5, incorporation of the Town and WWTF Fields, and the treatment facility-related improvements.
- Acknowledging recent contractual changes between the City and Mule Creek State Prison (Mule Creek) and Amador Regional Sanitation Authority (ARSA) that result in reduced flows from these facilities to the WWTF and COWRP.

- Allowing for discharging secondary effluent from the WWTF to the COWRP for treatment and reuse on the Castle Oaks golf course following completion of a new pipeline between these facilities.
- Increasing of the permitted treatment and disposal capacity given the changes described above.
- Providing a new time schedule to allow the City time to document and confirm the benefit of recent improvements and make additional improvements, if needed.

The City and West Yost had a call with Regional Board permitting staff in March 2022 to discuss what efforts are needed to support a Report of Waste Discharge (ROWD), which will serve as the City's formal request for revising the WDRs and rescinding CDO. Key items that were raised by the Regional Board staff that will need to be addressed in the ROWD include the need for the following efforts:

- Updating the COWRP permit, which is partially what led the City's decision that combining the two WDRs into one permit would be a prudent course of action.
- Documenting the available treatment and disposal capacity given the recent lining of the ponds and the proposed changes in operations (including the changes in discharge from Mule Creek and ARSA).
- Completing a comprehensive seepage study to assess whether the WWTF is contributing flows to Sutter Creek.
- Documenting the iron and manganese groundwater quality improvements near the WWTF site that have resulted from the recent lining of the treatment ponds.

Permitting Strategy and Contract Review Support

As noted above, the City currently has contracts with ARSA and Mule Creek that impact the operations of the WWTF and COWRP. In addition, the current COWRP permit lists the Amador Regional Outfall, Castle Oaks Golf Course and Development, ARSA, the City, and Portlock International Inc. as permitted entities. However, the WWTF, the COWRP, and Castle Oaks Golf Course are all owned by the City and are operated under a contract between the City and other parties. Although we understand that the City does have contracts with each of the parties named under the current COWRP permit, it is unclear why these parties are listed as permitted entities.

Based on our understanding, it is not apparent that any other entity besides the City needs to be named in the permit for the WWTF and COWRP. There is also no apparent reason for the WWTF and COWRP to be permitted separately. However, to confirm this understanding, it is recommended that the City complete a legal review of the existing contracts and the current permitting structure to confirm that the City's preferred approach as being named the sole permittee for both the WWTF and COWRP facility is appropriate and legal. The City should also understand what potential liabilities could arise if the City is named as a sole permittee.

West Yost will rely on the support from Somach, Simmons, and Dunn (SSD), an environmental law firm that specializes in serving California water and wastewater agencies on a wide range of contracting and permitting issues. SSD will specifically complete a review of the current contracts and permitting structure and provide a legal opinion regarding the City's preferred permitting strategy. In addition, time is included in our proposal for SSD to provide "As Needed" support related to any permitting or contractual issues. This support could also include participation in meetings with the Regional Board, as appropriate.

Capacity Analysis

The current WDRs limit the discharge capacity of the WWTP to 0.52 million gallons per day (mgd) as Average Dry Weather Flow (ADWF). Recent studies have shown that with the implementation of the pipeline connection to the COWRP plant, the available treatment plant capacity could exceed 0.7 mgd as ADWF.

To support an increase in treatment capacity in the renewed WDRS, a capacity analysis is needed to confirm the available treatment and disposal capacity following the recent and planned changes to the WWTF and COWRP operations. This analysis will need to include both a water balance to confirm the available storage and discharge capacity and a treatment plant capacity analysis that considers the treatment pond's the Biochemical Oxygen Demand (BOD) treatment capacity.

Water balances of the WWTF operation were prepared as part of the *Water Balance Update and 2020 Capacity Expansion Completion Report* prepared in March 2021 by Coastland for the City. Several water balances were prepared to evaluate WWTF storage and disposal needs under various source flow and WWTF operating conditions, such as possible lining of Ponds 6 and 7. An updated water balance will be prepared to estimate the flow capacity of the WWTF, given the use of the WWTF ponds, the COWRP facility, and the planned source water changes. The water balance will also be used to determine what additional storage may be needed if seepage from the WWTF percolation ponds is ultimately determined to be an issue for Sutter Creek.

An analysis of the WWTF BOD treatment capacity analysis was completed in December 2016 by Dexter Wilson Engineering. This analysis applied theoretical BOD removal rates to conclude that the WWTF could accommodate the treatment of up to 0.7 mgd. However, the City has indicated that flows to the WWTF are likely to exceed 0.7 mgd over the next 20-year period. Moreover, application of theoretical BOD removal rates does not account for site-specific conditions that can impact plant capacity. Therefore, a calibrated spreadsheet model of the WWTF will be prepared to demonstrate the current BOD treatment capacity. This more detailed analysis will be needed to support the City's request for an increase in the WWTF permitted flow.

Seepage Study

Over the history of the WWTF operations, there have been questions raised regarding the seepage from the WWTF (and to some extent the Castle Oaks Golf Course) to Sutter Creek that need to be addressed and resolved. The WWTF Permit and CDO both assert that the WWTF operations are allowing seepage of groundwater into the neighboring Sutter Creek. Because the City does not have a permit for surface discharge into Sutter Creek, this issue is of major concern to the Regional Board.

Discussions with the City indicate that there are naturally-occurring shallow groundwater levels and springs around the WWTF and Castle Oaks Golf Course, which are likely the major source of flow in Sutter Creek. A comprehensive seepage study is needed to evaluate whether these shallow groundwater levels and springs are the primary source of flow in Sutter Creek, or seepage from the WWTF ponds (and possibly the Castle Oak Golf Course storage ponds) are significantly contributing flow to Sutter Creek.

Ultimately, a definitive seepage study may require development of a numerical model capable of simulating shallow groundwater conditions, stream flow in Sutter Creek, and interactions between the shallow groundwater and Sutter Creek. However, there is limited data currently available to develop a calibrated model. Therefore, our proposed approach is to first develop a hydrogeologic conceptual model using available topographic, soils, geologic and groundwater level mapping to demonstrate the physical hydrology in the area and the relationship between the shallow groundwater system and Sutter Creek. This conceptual understanding would then be used to define the likelihood of the WWTF being a major contributor to Sutter Creek flows and identify the additional data collection and modeling efforts needed to provide a definitive assessment of the WWTF's contributions (if needed).

It is anticipated that the conceptual model analysis will be documented in a separate Technical Memorandum to facilitate discussions with the Regional Board regarding the seepage issue prior to submittal of the ROWD. As appropriate, the conceptual model analysis will also define the additional steps needed (if any) to provide the definitive analysis needed to by the Regional Board to dismiss the seepage issue. This more definitive analysis, if needed, would include developing a calibrated numerical model capable of simulating shallow groundwater and stream flow conditions with and without seepage from the WWTF and Castle Oak recycled water storage ponds. If these additional modeling steps are identified as necessary, the ROWD will document the timeline needed to complete these additional efforts. However, development of the numerical model is not included in this proposal.

Iron and Manganese Exceedances in Groundwater

The iron and manganese concentrations exceed ambient concentrations in shallow groundwater near the WWTF and the WDRs and CDO indicate that that the WWTF operations are creating the anoxic conditions in the soils beneath the site that cause these iron and manganese exceedances. However, the City has recently lined the Ponds 1 through 5, and seepage from the WWTF has been significantly reduced. Indeed, recent groundwater monitoring indicates that iron concentrations have decreased since the pond lining project was complete. Nevertheless, manganese concentrations continue to remain elevated. Moreover, naturally-occurring shallow groundwater near Sutter Creek would also cause the anoxic conditions that result in iron and manganese being leached from aquifer sediments into local groundwater.

It is unclear from the currently available data whether the WWTF operations are the primary cause of the anoxic conditions near the site leading to elevated iron and manganese levels. The seepage study described above will inform the evaluation of whether the WWTF operations are likely the primary cause of anoxic conditions and thus the observed elevated iron and manganese levels. This information will be detailed in ROWD, along with a characterization of the shallow groundwater conditions near the WWTF and CORWP sites.

A review of the City's monitoring well network indicates that there are not likely any monitoring wells located within the direct influence of Sutter Creek but outside the influence of the WWTF. Therefore, modifications are likely needed to the shallow monitoring well network to evaluate the potential for naturally occurring elevated groundwater levels to be leading to anoxic conditions. Development of a numerical model of the groundwater near the WWTF and COWRP facilities could also drive the need for monitoring well network modifications. Under this effort, West Yost will prepare a justification for modifications to the monitoring well network to include in the ROWD. These modifications could include recommendations for the addition of new wells and removal of some of the existing wells. The ROWD will also provide a schedule for completing the monitoring well network changes and completing the assessment of whether the WWTF is continuing to contribute to elevated iron and manganese in shallow groundwater.

Permit Renewal Timeline

The City is in the process of designing the new pipeline to connect the WWTF to the COWRP that will provide for the use of the City's treated wastewater for irrigation of the Castle Oaks Golf Course. The current anticipated timeline for completion of construction for this pipeline is the summer of 2023. It is understood that the City can rely on recycled water generated from other wastewater sources to meet the demands of the Castle Oaks Golf Course for the near term. However, it is desirable that the City obtain the ability to direct flow from the WWTF to the COWRP and Castle Oaks Golf Course as soon as possible.

The City will not be able to use the new pipeline connection between the WWTF and COWRP until the Regional Board has approved its use. Given the Regional Board staff's caseload, it is not likely that a revised WDRs would be issued by summer of 2023. Nevertheless, California Water Code Section 13264 allows for a new discharge or material change to an existing discharge to begin prior to issuance of discharge permit if 140 days have passed since the submittal of an ROWD describing the discharge¹. Therefore, assuming the City will need to start using the pipeline summer 2023, the ROWD must be submitted in early spring 2023. The schedule for providing the ROWD under this proposal is based on meeting this deadline.

Meeting this deadline will be complicated by the complex nature of the City's WDR renewal process. During the March 2022 call with the Regional Board staff, they suggested the following specific steps toward completing the ROWD:

1. Meet with both Regional Board permitting and enforcement staff at the initiation of the process to discuss the overall approach for the Seepage Study and ROWD
2. Meet with both Regional Board permitting and enforcement staff to present the findings from the conceptual Seepage Study and the WWTP capacity analysis, and to discuss an annotated ROWD outline.
3. Meet with both Regional Board permitting and enforcement staff to discuss a draft ROWD prior to its formal submission.
4. Prepare a final ROWD for submission.
5. Meet with both Regional Board permitting and enforcement staff approximately three months after the ROWD is submitted and prior to the initiation of discharges from the WWTF to the COWRP facility.

This level of Regional Board interaction during development of a ROWD is not common. However, there have been several contentious issues raised related to the WWTF over the last few years, and close coordination with Regional Board staff is recommended to help ensure they are receiving the information needed to support the City's requests.

¹ The discharge cannot "create or threaten to create a condition of pollution or nuisance" and must meet specific environmental review requirements. Given our understanding of the nature of the project and proposed changes, these criteria should be satisfied.

It is also anticipated that the City will require support with reviewing the draft WDRs as they are issued for review/comment and adoption. However, the timeline for the Regional Board's development of a draft and final WDRs and recission of the CDO are unclear and will be informed through the coordination efforts described above. Moreover, these coordination efforts will reveal what, if any, additional evaluations are needed to support the City's desired outcomes. Therefore, this scope of services is limited to completing the ROWD and providing support through the coordination efforts described above.

This scope of services does include an "As Needed Services" task that can support some follow-on work and associated Regional Board coordination. Nevertheless, it is very likely the City will require support beyond what can be provided through this "As Needed Services" task to complete the permit renewal process. The City will also likely require support with studies that are expected to be necessary once the WDRs are adopted. For example, the WDRs may include a timeline for installation of monitoring wells and/or the development of a numerical seepage model. West Yost will work with the City to define these later tasks as their need and associated efforts become clearer.

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. Contract and Permit Structure Review
- Task 2. Capacity Analysis
- Task 3. Seepage Study
- Task 4. ROWD
- Task 5. Regional Board Meetings and Coordination
- Task 6. As-Needed Support
- Task 7. Project Management

Task 1. Contract and Permit Structure Review

The West Yost team will complete a legal review of the existing contracts and the current WWTF permitting structure to confirm that the City's preferred approach as being named the sole permittee for both the WWTF and COWRP facility is appropriate and legal. The review will also identify potential liabilities could arise if the City is named as a sole permittee.

A draft Contract and Permit Structure Review memorandum will be provided to the City for review. West Yost will coordinate one meeting with the City to the findings in this draft memorandum. Following this discussion with the City, West Yost will facilitate a meeting with the Regional Board (Meeting No. 1 under Task 5) where the permitting approach will be discussed.

Task 1 Assumptions

- Work performed under this task will be maintained under attorney-client privilege.

Task 1 Deliverables

- West Yost will prepare a draft Contract and Permit Structure Review memorandum in PDF format.

Task 2. Capacity Analysis

West Yost will develop an updated monthly water balance model of the WWTF storage and disposal facilities to define the capacity of these systems. The water balance will incorporate the following information:

- Recent influent flow data provided by the City
- Updates to previously developed relationships between rainfall and inflow and infiltration to the WWTF
- Climatological factors (precipitation and evaporation)
- Irrigation demands of the Castle Oak Golf Course
- Water supplied by Mule Creek Prison and ARSA (as appropriate)
- Current storage ponds volumes
- Town Field and City Field irrigation surface areas and cropping patterns provided by the City

The water balance will be calibrated based on data from recent year's operations. The calibrated water balance will be used to define the impacts of potential future changes, as follows:

- The available disposal capacity if Pond 6 needs to be lined to prevent seepage into Sutter Creek
- The available disposal capacity if Pond 6 and Pond 7 need to be lined to prevent seepage into Sutter Creek
- How much additional storage volume and/or land application area is needed to offset the capacity reduction if Pond 6, or Ponds 6 and 7, need to be lined.

West Yost will develop a calibrated BOD treatment model of the WWTF ponds to confirm the treatment capacity. The calibrated model will rely on the following data:

- Recent WWTF influent flow and load data,
- BOD and soluble BOD concentration data collected into and out of each of the treatment ponds
- Pond temperature data
- Pond Dissolved Oxygen data

The calibrated model will then be used to define to total treatment capacity of the WWTF ponds.

Following development of the Capacity analysis, West Yost will present the findings to the City in a meeting. Following this City review and discussion, the findings will be presented to Regional Board staff at Meeting No. 2, described under Task 5.

The results of these capacity analysis efforts will also be summarized in a Capacity Analysis TM following receiving feedback from the Regional Board at Meeting No. 2. A draft TM will be provided to the City for review. A final TM will be prepared that incorporates City comments on the draft and will be submitted to the City with the Draft ROWD. The findings of the Capacity Analysis will also be integrated in the analysis and conclusions presented in the ROWD.

Task 2 Assumptions

- The City will conduct BOD, soluble BOD, DO and temperature monitoring between the treatment ponds and provide the monitoring results in an electronic, Excel-compatible format.

Task 2 Deliverables

- West Yost will provide a presentation of the Capacity Analysis TM for the City and Regional Board staff provided in PowerPoint format. This will be presented to the City for input and then later to the Regional Board at Meeting No. 2 under Task 5.
- West Yost will prepare a draft Capacity Analysis TM in PDF format.
- West Yost will prepare a Final Capacity Analysis TM in PDF format as an appendix to the Draft and Final ROWD.

Task 3. Seepage Study

West Yost will develop a hydrogeologic conceptual model describing the shallow groundwater system, stream flow in Sutter Creek, the interactions between the shallow aquifer and Sutter Creek, the interactions between the shallow aquifer and the WWTF ponds, the interactions between the shallow aquifer and the Castle Oak Golf Course recycled water storage ponds, and how each of these factors may influence shallow groundwater discharging to Sutter Creek. To support the development of this model, West Yost will compile the following information:

- Detailed topography (10- or 30-meter digital elevation models) from the United States Geologic Survey (USGS) National Elevation Dataset defining stream channel and other relevant topographic morphology
- Soil classification mapping from the Natural Resources Conservation Service Web Soil Survey Soil Survey Geographic Database defining the hydrologic properties of soils
- Geologic mapping from the California Geologic Survey's Preliminary Geologic Map of the Lone 7.5' Quadrangle, Amador County, California
- Groundwater level and quality data from the WWTF ponds and monitoring wells and California Department of Water Resources (DWR) Water Data Library
- Stage and flow data for Sutter Creek from the DWR Data Exchange Center and USGS National Water Information System
- Satellite imagery from USGS Earth Resources Observation and Science Center Science Processing Architecture On Demand Interface for assessing the wetted extent of the Sutter Creek stream channel and adjacent riparian areas, which may be indicative of shallow groundwater.

This information will be compiled in ArcGIS compatible formats for an area centered on the WWTF and extending across the Lone Valley from Sutter Creek's entry to the valley to the Dry Creek's exit from the valley (approximately 0.5 mile downstream of the confluence of Sutter and Dry Creeks).

West Yost will also work with the City to install a water level stage gauges in Sutter Creek upstream and downstream of the WWTF and Castle Oaks Golf Course. Accurate Sutter Creek water level information will be critical for conceptual model development. As part of this gauge installation, West Yost will conduct a coordinate survey of the existing groundwater monitoring wells and key water control points in the Castle Oak Golf Course recycled water storage ponds.

The compiled information will be used to develop a the hydrogeologic conceptual model, which will be supported by maps, cross sections and tabular summaries of key data and information. The hydrogeologic conceptual model will be used to support initial findings regarding the potential for the WWTF and Castle Oaks Golf Course ponds to contribute flows to Sutter Creek. This information will also be used to support findings related to the potential causes of the reducing conditions near the WWTF that are contributing to elevated levels of iron and manganese in shallow groundwater.

Following development of the Seepage Study analysis, West Yost will present the findings to the City. This presentation will document the data and information used, describe the hydrogeologic conceptual model, provide a preliminary assessment of whether seepage from the WWTF ponds and Castle Oaks Golf Course storage ponds influence groundwater discharge to Sutter Creek, and provide a preliminary assessment of whether naturally occurring groundwater conditions have the potential to contribute to elevated levels of iron and manganese in shallow groundwater near the WWTF site. The presentation will also address future studies or data collection activities that may be needed to confirm the conclusions of the study.

Following City review and discussion of this information at the meeting with the City, these findings will be presented to Regional Board staff at Meeting No. 2, described under Task 5.

After receiving feedback from the Regional Board at Meeting No. 2, the findings and results of the seepage study evaluated will be summarized in a Seepage Study Report. A draft Seepage Study Report will be provided to the City for review. A final Seepage Study Report will be prepared, incorporating City comments, will be included as an attachment to the draft and final ROWD. The findings of the Seepage Study Report will also be integrated in the analysis and conclusions presented in the ROWD.

Task 3 Assumptions

- The City will provide historical pond and monitoring well level data in an electronic, Excel-compatible format.
- The City will collect Sutter Creek stage data on a weekly basis following installation of the new gauges.
- The hydrogeologic conceptual documentation include up to four maps and two cross sections.
- Up to ten points will be included in the coordinate survey.
- Stage monitoring will extend from August 2022 through March 2023.
- Stage monitoring will be conducted by City staff.

Task 3 Deliverables

- West Yost will provide a presentation of the Seepage Study Report for the City and Regional Board staff provided in PowerPoint format. This will be presented to the City for input and then later to the Regional Board at Meeting No. 2 under Task 5.
- West Yost will prepare a draft Seepage Study Report in PDF formats.
- West Yost will prepare a Final Seepage Study Report in PDF format as an appendix to the Draft ad Final ROWD.

Task 4. ROWD

West Yost will prepare data request to the City for the information needed to support the ROWD.

West Yost will prepare a presentation that provides an annotated outline of the ROWD. The presentation will provide a summary of the key ROWD components, including an overview of available data or information that will be characterized in the respective ROWD component. This information summarized is expected to include

- Description of the current WPCF treatment facilities and assessment of the current treatment capacity defined under Task 1
- Description of the current WPCF storage and land application facilities and assessment of the current disposal capacity defined under Task 1
- Description of the conceptual groundwater model and findings from the Seepage Study completed under Task 2.
- Summary of groundwater quality data and findings related to elevated levels of iron and manganese

The annotated outline will be presented to the City. Following City review and incorporation of City input, the information will be presented to Regional Board staff (Meeting No. 2 under Task 5). The goal of this meeting will be to confirm that the proposed ROWD contents will be sufficient for the Regional Board staff to prepare an updated WDRs and rescind the CDO.

West Yost will prepare a draft ROWD, including a completed Form 200, that follows the Regional Board guidance document: *Technical Information for a Report of Waste Discharge*. Items that will be included are as follows:

- Description of the existing facilities
- Descriptions of the available treatment and disposal capacity, including the current water balance
- Description of planned/potential changes to the treatment or discharge facilities
- Summaries of influent and effluent flows from recent years, including irrigation flows
- Discussion of proposed changes to the City's monitoring and reporting practices to be consistent with current Regional Board standards
- Summary of groundwater quality compliance and related reports
- Summary of findings from the seepage study and any recommended additional evaluations
- Description of recent compliance history with the WDRs requirements
- Compliance of recycled water production and use with the State's Title 22 requirements.
- Summary of current land application facility best practices
- Any requests related to the groundwater monitoring well network or compliance related to iron and manganese in the shallow groundwater. The request will address the functionality of existing monitoring wells and/or identify where additional wells may be needed.

An administrative draft ROWD package will be prepared for City review. West Yost will coordinate and conduct a meeting with City following submittal of the administrative draft ROWD to discuss City comments.

A draft ROWD presentation will be developed that presents the ROWD contents and incorporates City input and comments. This draft ROWD presentation will be provided to the Regional Board staff at Meeting No.3 under Task 5 to receive input on the draft ROWD. This review step was recommended by the Regional Board staff due to the complicated nature of the permit renewal.

Following receipt of Regional Board input at Meeting No. 3 under Task, West Yost will prepare a draft ROWD package for City review. West Yost will facilitate a meeting with the City staff to receive comments and suggested changes regarding the draft ROWD package. After addressing the City's comments, West Yost will prepare a final ROWD package for submittal to the Regional Board along with a cover letter to be signed by the City and that will accompany the submittal.

Task 4 Assumption

- The City review meetings will be held virtually via MS Teams.
- The Regional Board will agree to participate in the draft ROWD review meeting and provide input before the submission of the final ROWD.

Task 4 Deliverables

- West Yost will prepare a ROWD Annotated Outline presentation in PowerPoint format. This will be presented to the City for input and then later to the Regional Board at Meeting No. 2 under Task 5.
- West Yost will prepare an administrative Draft ROWD in PDF format.
- West Yost will prepare a draft ROWD presentation in PowerPoint format. This will be presented at Meeting No. 3 under Task 5.
- West Yost will prepare a draft and Final ROWD package in PDF format.
- West Yost will prepare a draft cover letter for ROWD in MS Word format.

Task 5. Regional Board Meetings

West Yost will coordinate and lead up to four meetings with City and Regional Board staff to inform development of the ROWD. These meetings are as follows:

- **Meeting No. 1:** Confirm what items the Regional Board staff expect in the ROWD
- **Meeting No. 2:** Discuss draft Seepage Study, Capacity Analysis and ROWD outline
- **Meeting No. 3:** Discuss Draft ROWD prior to submittal of ROWD
- **Meeting No. 4:** Discuss ROWD following submittal

Prior to each meeting, West Yost will develop draft meeting agendas and presentation slides, as needed. Following each meeting, West Yost will develop meeting minutes to document key decisions made and action items. Legal support from SSD is anticipated at Meeting No. 2.

Task 5 Assumptions

- All meetings will be held virtually via MS Teams.

Task 5 Deliverables

- West Yost will prepare draft meeting agendas in MS Word format prior to each meeting.
- West Yost will provide a PowerPoint slides for Meetings No. 2 and 3.
- West Yost will prepare meeting minutes with action items in PDF format within one week of each meeting.
- West Yost will coordinate additional deliverables for this task with the City staff if and when services are requested.

Task 6. As-Needed Support

The Regional Board is not expected to adopt a revised WDRs within the timeframe of this project. Nevertheless, as the Regional Board staff develops the draft permit, they may request additional information and/or analyses to support the information provided in the ROWD. It is also possible that additional meetings may be needed to support the ROWD development. Specific efforts under this task may include but will not be limited to the following:

- Responding to Regional Board request for information or questions
- Participating in meetings with Regional Board staff following submittal of the ROWD
- Developing documentation that the 140-day window has passed since submittal of the ROWD and acknowledging the City will start discharging as described in the ROWD
- Identifying and developing a scope for additional work that may be needed based on discussions with Regional Board staff

The specific work efforts and deliverables under this task cannot reasonably be determined at this time, so the associated fee estimate presented in this letter proposal is based on a nominal effort. The scope of work under this task will be limited to work that has been specifically requested by the City and can be completed within the available budget. All work will be performed on a time and materials basis, and 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.

Task 7. 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 significant work products. This project management task includes coordination of these efforts.

Task 7 Assumption

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

Task 7 Deliverables

- West Yost will prepare monthly invoices and descriptions of services performed in PDF format.
- West Yost will provide a Project Schedule with Milestones in PDF format.

PROJECT BUDGET

The estimated budget for each of the tasks described above and 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 2022 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 WDRs Renewal Assistance				
Task	West Yost Fee, dollars	SSD Fee, dollars	Surveying Fee, dollars	Total Fee, dollars
Task 1. Contract and Permit Structure Review	4,000	15,000	0	19,000
Task 2. Capacity Analysis	35,300	0	0	35,300
Task 3. Seepage Study	40,700	0	5,000	45,700
Task 4. ROWD	66,400	0	0	66,400
Task 5. Regional Board Meetings	13,900	1,000	0	14,900
Task 6. As Needed Support	7,400	4,000	0	11,400
Task 6. Project Management	7,100	0	0	7,100
Total Project Budget	\$174,800	\$20,000	5,000	\$199,800

SCHEDULE

A proposed project schedule is provided as Attachment B. As shown, it is anticipated that the ROWD can be submitted by March 2023, allowing for discharge to COWRP to begin by August 2023.

Thank you for providing West Yost the opportunity to be of continued service to the City of Ione. 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 2022 Billing Rate Schedule

Attachment B. Proposed Project Schedule



Attachment A

West Yost 2022 Billing Rate Schedule

2022 Billing Rate Schedule

(Effective January 1, 2022 through December 31, 2022)*



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$318
Engineer/Scientist/Geologist Manager I / II	\$301 / \$315
Principal Engineer/Scientist/Geologist I / II	\$272 / \$289
Senior Engineer/Scientist/Geologist I / II	\$244 / \$256
Associate Engineer/Scientist/Geologist I / II	\$209 / \$224
Engineer/Scientist/Geologist I / II	\$168 / \$195
Engineering Aide	\$98
Field Monitoring Services	\$90
Administrative I / II / III / IV	\$86 / \$109 / \$130 / \$144
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$313 / \$315
Principal Tech Specialist I / II	\$287 / \$297
Senior Tech Specialist I / II	\$263 / \$275
Senior GIS Analyst	\$238
GIS Analyst	\$225
Technical Specialist I / II / III / IV	\$168 / \$191 / \$215 / \$240
Technical Analyst I / II	\$120 / \$144
Technical Analyst Intern	\$97
Cross-Connection Control Specialist I / II / III / IV	\$125 / \$136 / \$152 / \$170
CAD Manager	\$189
CAD Designer I / II	\$147 / \$166
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$304
Construction Manager I / II / III / IV	\$185 / \$199 / \$211 / \$267
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$162 / \$180 / \$201 / \$209
Apprentice Inspector	\$147
CM Administrative I / II	\$79 / \$106
Field Services	\$209

- 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.

2022 Billing Rate Schedule

(Effective January 1, 2022 through December 31, 2022)*



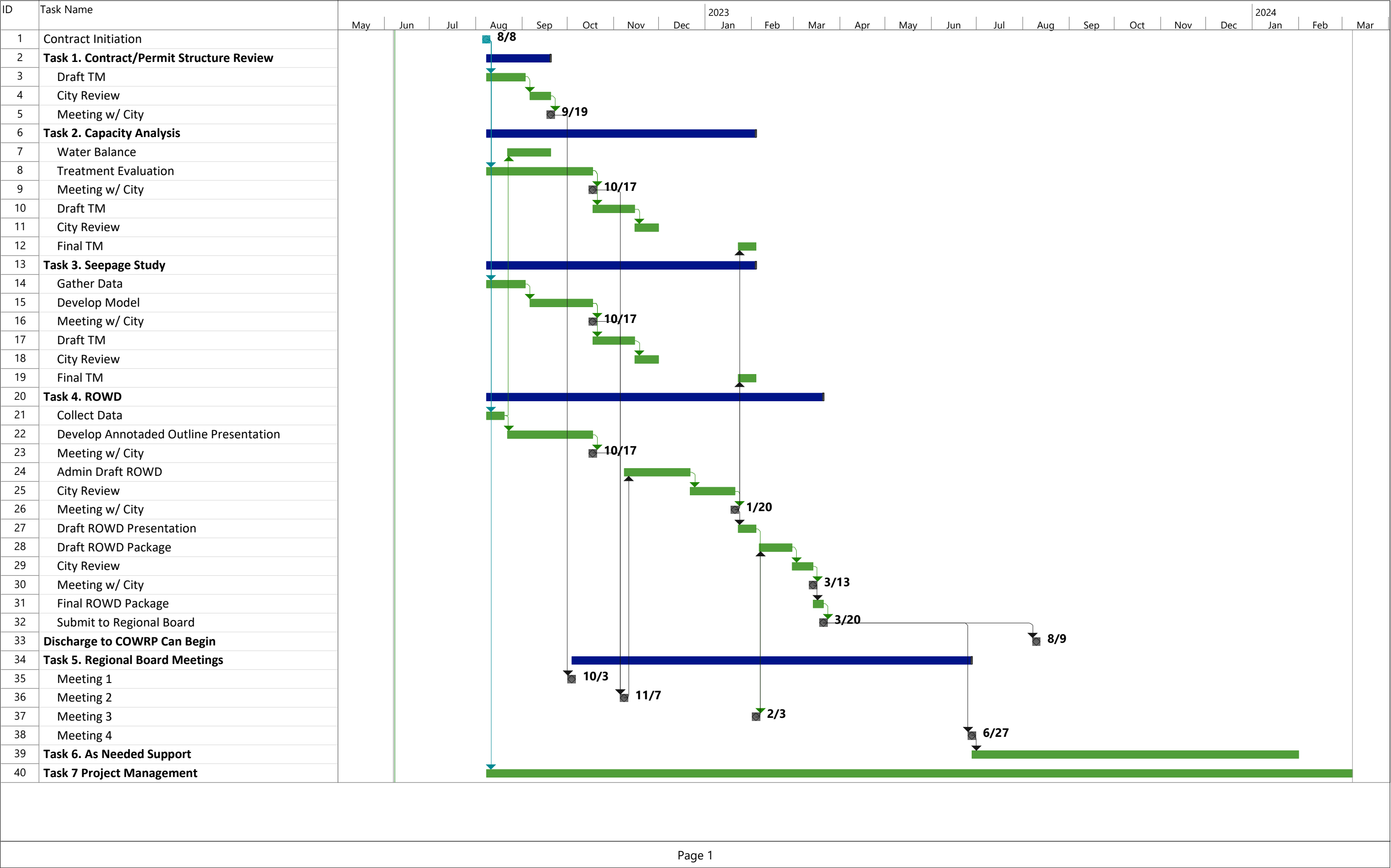
Equipment Charges

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



Attachment B

Proposed Project Schedule



ATTACHMENT C

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT SUPPLEMENT

Definitions:

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Rule.

- a. Business Associate. "Business Associate" shall mean the Contractor named in the first paragraph of this agreement.
- b. Covered Entity. "Covered Entity" shall mean the City of Lone.
- c. Designated Record Set. "Designated Record Set" shall mean:
 - (1) A group of records maintained by or for a covered entity that is:
 - a. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - b. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - c. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - (2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
- d. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- f. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- g. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- h. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- i. Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- j. Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

- k. Security Rule. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations of Business Associate

Business Associate shall:

- a. Not use or disclose Protected Health Information other than as permitted or required by the Contract or as Required By Law.
- b. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.
- c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Contract
- d. Report to Covered Entity any use or disclosure of the Protected Health Information in violation of the requirements of this Contract of which it becomes aware.
- e. Ensure that any agent, including a subcontractor, to whom it provides or receives Protected Health Information agrees to the same restrictions and conditions that apply through this Contract to Business Associate with respect to such information.
- f. Document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- g. Provide to Covered Entity or an Individual, in time and manner agreed to between the parties, information collected pursuant to this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- h. Provide access, at the request of Covered Entity, and in the time and manner agreed to by the parties, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- i. Make any amendment(s) to Protected Health Information in a Designated Record set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed to between the parties.
- j. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
- k. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- l. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

- m. Business Associate shall report to Covered Entity any Security Incident within 5 business days of becoming aware of such incident.
- n. Business Associate shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at Covered Entity's request, to the Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Contract, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

- a. Limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

- a. Term. The Term of these provisions shall be concurrent with the term of the Contract, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

- b. Immediately terminate this Contract if Business Associate has breached a material term of this Contract and cure is not possible; or
- c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- c. Effect of Termination.
 - a. Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return, or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Reservation of Right to Monitor Activities.

Covered Entity reserves the right to monitor the security policies and procedures of Business Associate.

Specific Provisions for Use and Disclosures by Business Associate of PHI Subject to 42 CFR Part 2.

- (a) Covered Entity operates a program for treatment of alcohol or drug abuse, receives federal financial assistance in the operation of that program, and is required to comply with 42 CFR Part 2 pertaining to use and disclosure of patient information and patient records.
- (b) Business Associate is a "Qualified Service Organization" as that term is defined at 42 CFR 2.11.
- (c) Business Associate acknowledges that it will have access to records that are covered by 42 CFR Part 2. Business Associate agrees that it is fully bound by the provisions of 42 CFR Part 2 and will only use and disclose protected health information as permitted by those regulations. Business Associate will, if necessary, resist in judicial proceedings any effort to obtain access to patient records not permitted by 42 CFR Part 2.

Miscellaneous

- a. Regulatory References. A reference in this Contract to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for Covered Entity to comply with

the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

- c. Interpretation. Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with the Privacy Rule.



#6

CITY OF IONE

1 E. MAIN STREET
P.O. BOX 398
IONE, CA 95640
(209) 274-2412

August 16, 2022

Andrea Howell
Sierra Pacific Industries
P.O. Box 496028
Redding, CA 96049

**SUBJ: Ampine, LLC
Martell, California**

Dear Ms. Howell:

On behalf of the Ione City Council I wish to express our condolences at the loss of the Ampine Particleboard Manufacturing Company located in Martell, California. This has been an unbelievable loss for not only the 145 employees who are no longer employed, but to Amador County's and the entire regions' economy. More than ten employees of your firm are residents of Ione. The Ampine's Particleboard Manufacturing Company was the only company of its kind left in California.

Since Ampine has been in business in Amador County for over 50 years, and because they are one of the largest employer's in Amador County, the City of Ione hopes that Sierra Pacific Industries considers rebuilding the facility at the current location.

Please let us know if there is anything the City of Ione can do to assist Ampine, LLC in its efforts to rebuild.

Sincerely,

Dan Epperson,
Mayor