



CITY OF IONE
IONE, CA 95640

REGULAR MEETING STARTS AT 6:00 PM

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

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

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

Join Zoom Meeting

<https://zoom.us/j/2351961316?pwd=d3lWTW0zbVJlbPQNXBDQWtpZkRyUT09>

Meeting ID: 235 196 1316

Passcode: 95640

Tuesday, September 5, 2023

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

PLEASE LIMIT PUBLIC COMMENT/TESTIMONY TO FOUR MINUTES

Gov't. Code §54954.3

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

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

A. ROLL CALL

B. CLOSED SESSION:

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

6:00 P.M. REGULAR MEETING AGENDA

A. PLEDGE OF ALLEGIANCE



CITY OF IONE
IONE, CA 95640

B. REPORT OUT OF CLOSED SESSION

C. APPROVAL OF AGENDA

D. PRESENTATIONS/ANNOUNCEMENTS:

1. Presentation and request by Don and Lisa Vicari to put a memorial bench on City property located.

Recommendation: Approve request to place a memorial bench at the corner of Castle Oaks Drive and Shakely Lane.

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

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

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

F. INFORMATION ITEMS:

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

G. CONSENT CALENDAR:

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

1. Minutes of August 1, 2023.

Recommendation: Approve Minutes of August 1, 2023 meeting.

2. September 5, 2023 Warrants

Recommendation: Approve warrants as presented.



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3. Lease with Amador Central Railroad Corporation -
Recommendation: Adopt Resolution 2023- Approving the draft Lease and authorize the City Manager to execute the Lease with the Amador Central Railroad Corporation ("ACRC").*
4. Revision to Salary Schedule for Account Clerk.
Recommendation: Approve a revision to the FY 2023-24 Salary Schedule for Account Clerk.

H. PUBLIC HEARING:

1. Request from CRP Affordable Housing for fee waiver request.
Recommendation: At the request of the applicant, continue the Public Hearing to the September 19, 2023 City Council meeting.
2. Adoption of Ordinance No. 532 – Amending the Ione Municipal Code, Title 17 Zoning, to adopt the Zoning Code Amendment – Table 17.40.050-1 Project – Parking Requirements by Land Use
Recommendation to continue the Public Hearing to the September 19, 2023 City Council meeting.

I. REGULAR AGENDA:

1. Budget Amendment 1 and Additional Task Orders with West Yost*.
Recommendation:
 - A. *Adopt Resolution 2023-* Authorizing a budget amendment to the fiscal year 2023-2024 operating budget.*
 - B. *Adopt Resolution 2023-* Authorizing the City Manager to execute Task Order 1A with West Yost authorizing the additional expenditure of \$49,800 as an amendment to Task Order 1 to develop the instrument controls.*
 - C. *Adopt Resolution 2023-* Authorizing the City Manager to execute Task Order 3 with West Yost for preliminary design for the Interconnect Project.*
 - D. *Adopt Resolution 2023-* Authorizing the City Manager to execute Task Order 4 with West Yost for work related to the CDO rescission.*
2. City Council Governance Training: social media usage and Council member decorum discussion.
Recommendation: For information and staff direction.
3. Response to 2022-2023 Grand Jury Report
Recommendation: Review response and provide direction.



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J. REPORTS AND COMMUNICATIONS FROM CITY ATTORNEY

K. REPORTS AND COMMUNICATIONS FROM CITY MANAGER

L. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEMS

M. RESUME TO CLOSED SESSION IF NECESSARY

N. REPORT OUT OF CLOSED SESSION

O. ADJOURNMENT TO REGULAR MEETING ON SEPTEMBER 19, 2023

Upcoming Meetings:

September 7th:	ACTC Meeting	9:00 A.M.
September 12th:	Planning Commission Meeting	6:00 P.M.
September 19th:	City Council Meeting	6:00 P.M.
September 26th:	Parks and Recreation Commission Meeting	6:00 P.M.

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.

To: Ione City Council Board Members

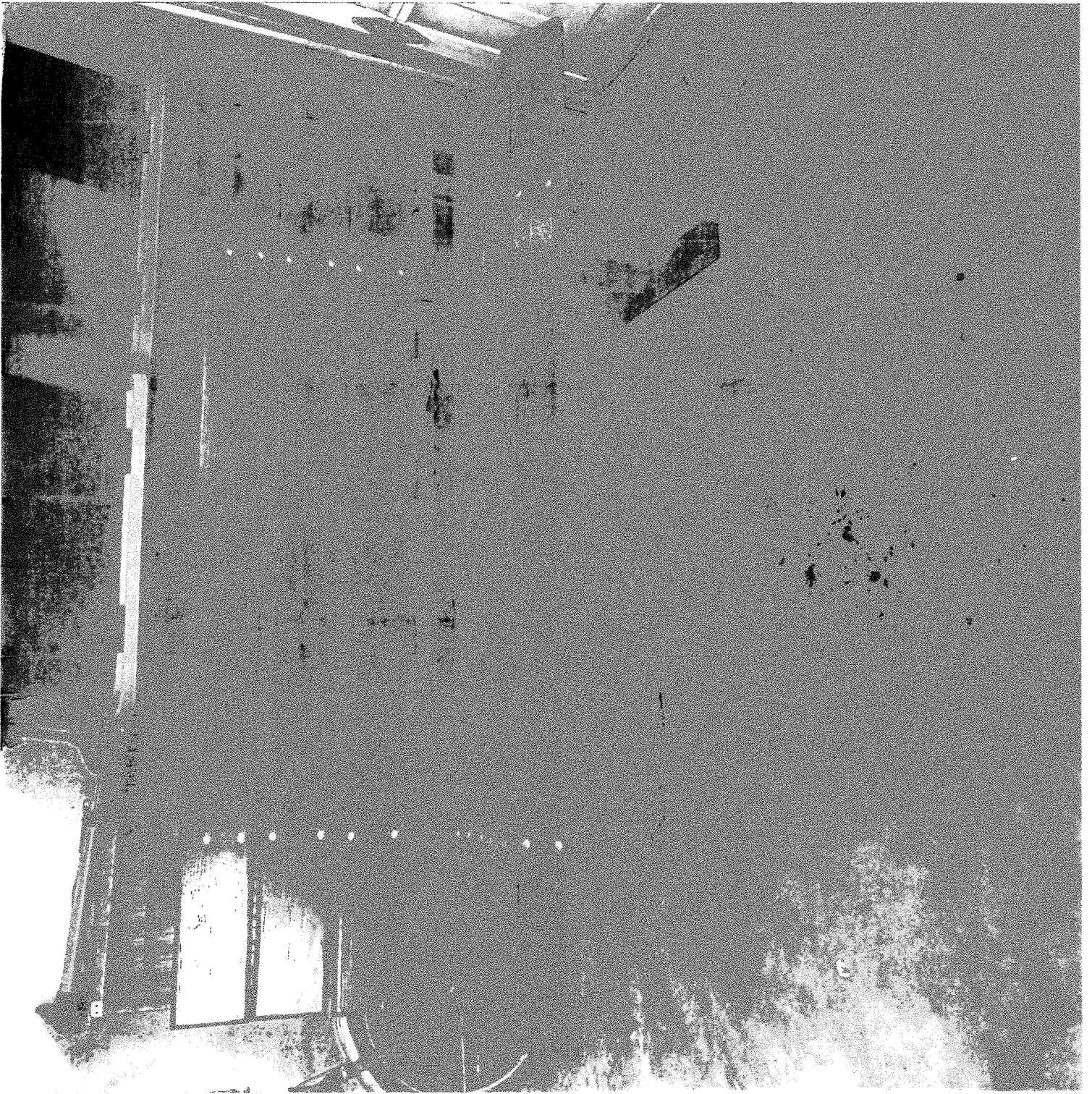
On August 5, 2022, 20-year old Ione resident Corey Shearer was brutally murdered while attending a party with several other Amador and Argonaut high school students and friends at a house in Rancho Cordova. Next week marks the 1 year anniversary. There have been no arrests.

We would like to dedicate a bench to the memory of Corey. While his parents and siblings will never recover, we are hoping this bench will bring them and their friends some comfort in knowing that the community really does care about its citizens.

We have a perfect vacant area for the bench at an area on Castle Oaks Drive and Shakely Lane. We will maintain the area at no cost to the city. There is a reclaimed water pipe on the side of the street that can be tapped into and used. We foresee improving this barren area by starting a memorial garden where citizens can plant a rose or other plant with a dedicated plaque to the loved one(s) of their choice. The plaques would all be the same size and the plants would need to meet our standards (water requirements, not too big, etc.). As we also are part of the Ione Creek Committee, we would like to border the side walk of this area on Castle Oaks/Shakely with cobblestones from the creek. We can remove up to 50,000 yards per the Fish and Wildlife agreement. While we won't need this amount, we believe this would help to beautify this otherwise unsightly area. We have many people wanting to volunteer and donate their time and effort to make this a reality. We reach out to you today for approval.

Don and Lisa Vicari
209-712-2736/209-712-5327







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CITY OF IONE COUNCIL MEETING MINUTES
Meeting of August 1, 2023

Mayor Rhoades called meeting to order at 6:00 PM

A. ROLL CALL:

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

B. MAYOR RHOADES LED THE PLEDGE OF ALLEGIANCE

C. CLOSED SESSION:

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Government Code Section 54956.9(d)(1) McGraw vs. City of Ione (22CV12691)

D. REPORT OUT OF CLOSED SESSION:

Information was received, direction was given and no reportable action.

E. APPROVAL OF AGENDA:

It was moved by Councilmember LaFayne, seconded by Councilmember Atlan and carried to approve the agenda with the removal of the Warrants from the Consent Calendar.

AYES: Rhoades, Mitchell, Atlan, LaFayne, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

F. PRESENTATIONS/ANNOUNCEMENTS:

Presentations: Assessor Jim Rooney - Mr. Rooney reported:

- Amador County assessments were up 6.76% from last year
- Ione assessments were up nearly 12.82% from last year
- Ione assessments from 2012 to 2023 have gone up nearly 160%
- Ione assessments in Ione from 2008 have gone up 88.6%
- County has 15,434 single family residents, about 8,400 are primary residents. Ione has the most residents in the County 1,982, which surpassed Jackson at 1,516.

G. PUBLIC COMMENT: None

H. INFORMATION ITEMS: Information items—there was no discussion.

1. Contract with Interim City Manager
2. Second Quarter 2023 Groundwater Monitoring Reports from Dellavalle Labs

I. CONSENT CALENDAR:

It was moved by Councilmember Wratten to approve the Consent Calendar pulling the Warrants, seconded by Councilmember LaFayne and carried to approve the following:

2. Minutes of June 28, 2023 and July 18, 2023
3. Letter Opposing SB423
4. Letter Opposing AB309
5. Sewer Delinquencies – Adopt Resolution No. 2023-27
6. Levy of Special District Tax
 - a) Approve Resolution No. 2023-28 – Acting in its capacity as the legislative body of the Community Facilities District No. 2005-2 of the City of Ione (Edgebrook and Castle Oaks Phase II) authorizing the levy of special taxes for fiscal year 2023-2024
 - b) Approve Resolution No. 2023-29 – Acting in its capacity as the legislative body of the Community Facility District No. 2006-1 of the City of Ione (Wildflower-Public Safety Services) authorizing the levy of special taxes for fiscal year 2023-2024.
 - c) Approve Resolution No. 2023-30 – Acting in its capacity as the legislative body of the Community Facility District No. 2009-3 of the City of Ione (Castle Oaks Phase II) authorizing the levy of special taxes for fiscal year 2023-2024.
7. Adopt Resolution No. 2023-31 Levy Direct Assessment for Castle Oaks Subdivision Landscaping and Lighting District No. 1 on the Amador County Tax Roll for Fiscal Year 2023-24

AYES: Rhoades, Mitchell, Atlan, LaFayne, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

1. It was moved by Councilmember Wratten, seconded by Vice Mayor Mitchell and carried to approve the Warrants as presented. Councilmember LaFayne questioned the \$990 propane bill. This was the cost for removing the propane tank at Howard Park.

AYES: Rhoades, Mitchell, Atlan, LaFayne, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

It was moved by Councilmember Atlan, seconded by Councilmember LaFayne and carried to reconsider the approval of the Consent Calendar and pulling items No.6 - Adopt Resolution No. 2023-28 Levy of Taxes for CFD 2005-2, CFD 2006-1 and CFD 2009-3 and Item No. 7 – Levy of Castle Oaks Lighting and Landscaping District No. 1 for discussion. Councilmember Atlan commented that he thought Items 6 and 7 were part of the Regular Agenda.

AYES: Rhoades, Mitchell, Atlan, LaFayne, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

6. a) Approve Resolution No. 2023-* of the City Council of the City of Ione, acting in its capacity as the legislative body of the Community Facilities District No. 2005-2 of the City of Ione (Edgebrook and Castle Oaks Phase II) authorizing the levy of special taxes for fiscal year 2023-24. Councilmember Atlan stated that he would like some relief for the people who are paying for landscaping at Castle Oaks (2005-2, Special Tax B) by reducing their fee from \$850 to \$446 until the landscaping gets fixed—nothing has been done for the last two and a half years.

Staff is recommending against reducing the landscaping fee because it is a critical source in maintaining that area. By not collecting that tax means that you will not have enough money to do the landscaping.

City Attorney commented that if you do desire to reduce the taxes, it would require an Engineer Report, which will have to be done by August 10, which is the County's deadline for the tax levies.

Gary Thomas, Chairman, Special District Committee, I welcome the City Manager's knowledge, but has been a convoluted process so far, but feel the City Manager has a good handle on it.

Kip Garvey, Vice Chairman, Special District Committee, we have made a lot of progress in that committee because it is a very convoluted series of events that have taken place since 2005 and have been modified several times since then. The fee is divided three different ways—Police, Fire and landscaping. The landscaping fee cannot be lowered—Police and Fire can be lowered. The subcommittee needs to take a long hard look into the future to see exactly what the implications would be because no one here in the City that wants to do anything to impact Police and Fire protection. We just need more time to work this out and that is why we are recommending to the Council that we hold in abeyance the 4% increase again for another fiscal period.

Mike Evans, Special District Committee member just from what I have seen from the Financial aspect, the Police and Fire don't use the amount that is being collected. I think we are paying too much for the Police and Fire protection.

Annie Livingstone, Special District Committee member clarified that one of the CFD's is a Mello Roos Bond, while the others are a City imposed Mello Roos, which has a 4% increase maximum in perpetuity on those.

Councilmember Wratten asked that monthly updates be given to the Council on the progress of the Special District Committee. Councilmember Atlan asked for a copy of the Engineering Report for the landscaping associated with the Community Facilities District Committee. It was moved by Councilmember Wratten, seconded by Vice Mayor Mitchell and carried to approve Items 6 and 7 on the Consent Calendar.

AYES: Rhoades, Mitchell, LaFayne, Wratten

NOES: Atlan

ABSENT: None

ABSTAIN: None

It was moved by Councilmember Wratten, seconded by Vice Mayor Mitchell and carried to approve the remaining items on the Consent Calendar.

AYES: Rhoades, Mitchell, Atlan, LaFayne, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

L. PUBLIC HEARING: None

DISCUSSION ITEMS:

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

K. REGULAR AGENDA:

1. WIRIS Project- John Gedney, Director, Amador County Transportation

Commission gave a history on the WIRIS Project:

- Alternative Study funded by ACTC in 2018 - \$211,000
- Cost estimate for the Alternative Study - \$113,000,000
- WIRIS was part of the General Plan in 2009 to mitigate the future growth in the City
- The bypass around Sutter Creek and Amador City was funded partly by the State, \$25,000,000 from their discretionary money. The recession hit and the State does not have discretionary money to fund bypass projects anymore so maybe we need to consider an alternative to the WIRIS.

Councilmember Wratten commented that the WIRIS project was cost prohibitive, so we did the alternate study that was presented but not adopted by Council. I would like to see alternative study on the agenda.

Mr. Gedney commented that ACTC will be updating the RTP in March and we are busy peeling away all the state highway projects. We have adopted new policies to go to "fix it first approach" to fix the local roads and the expensive highway projects will be the responsibility of Caltrans. There is a project to fix

Five Mile Drive, fixing the bridge and continue to Dave Brubeck Road and continues on Old Stockton Road to Jackson Valley to encourage truck traffic. The cost would be about \$18,000,000. Mr. Gedney presented a summary of the phasing of the project. This was an information item and no action was taken.

2. Wildflower Update – The City and Axios Homes entered into a Subdivision Improvement Agreement for improvements associated with the Wildflower Subdivision Unit 3, which recorded on July 27, 2020. This agreement required that the improvements be completed within 24 months of the date of the agreement. As of July 27, 2022, the improvements have not been completed nor accepted by the City. The agreement also included bonding requirements for these improvements and had the City added as an additional obligee. The City has the ability to contact the surety company, notifying them that the bonds will be used to complete the required improvements that are not being completed by Axios Homes.

The Wildflower Subdivision Unit 2 Subdivision Improvement Agreement was recorded on December 10, 2021 and the 24-month window for completing the improvements expires on December 10, 2023. There is still time for Axios Homes to complete the Wildflower Subdivision Unit 2 improvements without being in default on the Subdivision Improvement Agreements.

The City contacted Axios Homes requesting that they complete the required improvements for Wildflower Estates, including deficiencies in the roadway, curb, gutter, and sidewalk. To date, Axios Homes has not completed the required improvements, and is in violation of the Subdivision Improvement Agreement. The City has the ability to pursue the completion of these improvements by notifying the surety company that Axios Homes is in default of the Subdivision Improvement Agreement and use the bonds to pay for the required improvements.

A letter has been sent to Axios Homes requesting that they remedy the situation by providing a schedule for completion of the outstanding items. Staff will update the City Council if a response is received prior to the Council meeting. City Attorney commented that we are holding the developer accountable and we are exercising all our options. Information item and no action was taken.

2. Castle Oaks Landscaping Plan – Adoption of Resolution No. 2023-* selecting an estimate of probable cost option for landscaping and irrigation at Castle Oaks Village 9 right of way areas and direct staff to negotiate the contract with EcoUrban to implement the landscape improvements. City Engineer reviewed the different options available to the Council.
 - Option A - \$448,016 – includes a planting plan and density proposed in the initial design from Low Water Landscape, which results in an approximate cost of \$5/sf for planting.

- Option B - \$326,026 – will modify the planting scope, resulting in a cost of approximately \$4/sf, as well as reduce the landscaped area from the original design.
- Option C - \$268,880 – will modify the planting scope to result in approximately \$3/sf. As well as further reduce the landscaped area.
- Option D – make repairs through the City’s existing landscape maintenance contract.

There was much discussion from the Council, staff and public regarding the landscape options.

It was moved by Councilmember Atlan, seconded by Vice Mayor Mitchell and carried to direct EcoUrban to make repairs to the irrigation system and get a price to replace the existing trees and get out the dead stuff and put in some new plants; adopt the resolution and get our City to negotiate a contract with EcoUrban implement the landscape improvement and manage the contract.

AYES: Rhoades, Mitchell, Atlan, LaFayne, Wratten

NOES: None

ABSENT: None

ABSTAIN: None

Council recessed for a five-minute break.

3. 2023-2024 Operating Budget – Staff presented the proposed Fiscal Year 2023-2024. After discussion by Council, it was moved by Vice Mayor Mitchell, seconded by Councilmember Wratten and carried to adopt the Operations Budget with the changes that we brought forth this evening and knowing that we will be having amendments coming forth in the next few months.

- Economic Development Fund with a budget of \$10,000
- Increase the Legal Fund to \$14,000.

AYES: Rhoades, Mitchell, LaFayne, Wratten

NOES: Atlan

ABSENT: None

ABSTAIN: None

L. REPORTS AND COMMUNICATIONS FROM CITY MANAGER:

- The County is forming a Committee for ½ cent sales tax for roads, which will be on the ballot next year.
- The Amador County Chamber mixer is at Preston Castle-August 9, 2023.

M. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA:

- **Councilmember LaFayne:** Two residents in Wildflower have reached out to me about the weeds behind their homes.
- **Mayor Rhoades:** CalFire is still working on the creek; and tomorrow meeting with the Task Force for fire prevention to address homeless issues in Ione.

N. ADJOURNMENT:

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

Respectfully submitted,

Janice Traverso
City Clerk



CITY OF IONE
IONE, CA 95640

G.2.

DATE: SEPTEMBER 5, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JODI STENECK, FINANCE MANAGER

SUBJECT: SEPTEMBER 5, 2023 WARRANTS

RECOMMENDED ACTION:

Staff recommends that the council review and approve the attached report for payment totaling \$346,208.78

FISCAL IMPACT:

\$346,208.78

ATTACHMENTS:

Warrant list dated 9-5-23

C.O.A.

Unpaid Invoice Report - UNPAID INV. REPORT									
City of Ione									
Posting period: 08/23									
Page: 1									
Aug 31, 2023 12:59PM									
Invoice Number	Seq #	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount	
ADVANTAGE GEAR, INC									
16846-3	1	NOMEX PANTS/AIRPOWER XR1 PRO	06/27/23	08/23	9613-75-6140	0	CLOTHING/UNIFORM - FIRE	120.46	
16846-3	2	NOMEX PANTS/AIRPOWER XR1 PRO	06/27/23	08/23	9675-75-6140	0	CLOTHING/UNIFORM - FIRE	120.45	
16846-3	3	NOMEX PANTS/AIRPOWER XR1 PRO	06/27/23	08/23	1111-75-6140	0	CLOTHING / UNIFORM FIRE	361.36	
Total 16846-3:								602.27	
16900-3	1	NOMEX PANTS/AIRPOWER XR1 PRO	06/29/23	08/23	1111-75-6140	0	CLOTHING / UNIFORM FIRE	336.15	
16900-3	2	NOMEX PANTS/AIRPOWER XR1 PRO	06/29/23	08/23	9675-75-6140	0	CLOTHING/UNIFORM - FIRE	112.05	
16900-3	3	NOMEX PANTS/AIRPOWER XR1 PRO	06/29/23	08/23	9613-75-6140	0	CLOTHING/UNIFORM - FIRE	112.05	
Total 16900-3:								560.25	
ALFRED, JON									
08212023	1	PER DIEM FOR POLICE EXECUTIVE SUMMIT	08/21/23	08/23	1111-70-6250	0	TRAVEL, CONF - FIRE GF	82.50	
08212023	2	PER DIEM FOR POLICE EXECUTIVE SUMMIT	08/21/23	08/23	9670-70-6250	0	TRAVEL, CONF. - RESTRICTED PD	67.50	
Total 08212023:								150.00	
AMADOR AIR DISTRICT									
3131926240	1	ANNUAL PERMIT	06/30/23	08/23	3131-92-6240	0	MEMBERSHIP & DUES - TERTIARY	207.21	
Total 3131926240:								207.21	
AMADOR COUNTY RECREATION AGENCY									
J-1102	1	POOL MANAGEMENT & REVENUE	06/30/23	08/23	4111-92-6215	0	PROF SERVICES - PW POOL	11,327.00	
J-1102	2	POOL MANAGEMENT & REVENUE	06/30/23	08/23	1111-46-4645	0	POOL REVENUE	3,521.00-	
Total J-1102:								7,806.00	
J-1106	1	POOL MANAGEMENT & REVENUE	08/21/23	08/23	1111-46-4645	0	POOL REVENUE	1,742.00-	
J-1106	2	POOL MANAGEMENT & REVENUE	08/21/23	08/23	4111-92-6215	0	PROF SERVICES - PW POOL	12,354.71	
Total J-1106:								10,612.71	
AMADOR COUNTY SHERIFF'S DEPT									
072023	1	MO. RIMS ACCESS FEE 07/23	08/09/23	08/23	1111-70-6160	0	COMMUNICATIONS - PD GF	369.75	
072023	2	MO. RIMS ACCESS FEE 07/23	08/09/23	08/23	9670-70-6160	0	COMMUNICATIONS - POLICE	302.53	

Invoice Number	Seq.#	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount
Total 07/2023:								
08082023	1	PD-QUARTERLY DISPATCH SERVICES	08/08/23	08/23	1111-70-6220	0	OTHER CONTRACTUAL - PD GF	30,679.54
08082023	2	PD-QUARTERLY DISPATCH SERVICES	08/08/23	08/23	9670-70-6220	0	OTHER CONTRACTUAL - RESTR. PD	25,101.44
Total 08082023:								
AMADOR MECHANICAL, INC.								
4085	1	MOWING FIELDS ADJACENT TO WILDFLOWER	08/07/23	08/23	8211-92-6190	0	MAINT OF GROUNDS - FIRE BREAK	4,800.00
Total 4085:								
AMADOR WATER AGENCY								
005018-001X82023	1	RAW WATER HOWARD PARK	08/01/23	08/23	1111-92-6170	0	UTILITIES - PW GF	5,127.73
005018-001X82023	2	22 W JACKSON ST	08/01/23	08/23	1111-75-6170	0	UTILITIES - FIRE GF	41.35
005018-001X82023	3	22 W JACKSON ST	08/01/23	08/23	9675-75-6170	0	UTILITIES - FIRE	13.78
005018-001X82023	4	22 W JACKSON ST	08/01/23	08/23	9613-75-6170	0	UTILITIES - FIRE MEAS M	13.78
005018-001X82023	5	CITY HALL	08/01/23	08/23	1111-65-6170	0	UTILITIES - GF ADMIN	173.55
005018-001X82023	6	CITY HALL	08/01/23	08/23	2111-65-6170	0	UTILITIES - GAS TX ADMIN	28.93
005018-001X82023	7	CITY HALL	08/01/23	08/23	3111-65-6170	0	UTILITIES - WWTP ADMIN	57.84
005018-001X82023	8	CITY HALL	08/01/23	08/23	9670-65-6170	0	UTILITIES - PD ADMIN	14.46
005018-001X82023	9	CITY HALL	08/01/23	08/23	9675-65-6170	0	UTILITIES - FIRE ADMIN	14.46
005018-001X82023	10	39 MAIN & PRESTON AVE	08/01/23	08/23	1111-92-6170	0	UTILITIES - PW GF	68.91
005018-001X82023	11	OAKRIDGE DR	08/01/23	08/23	1111-92-6170	0	UTILITIES - PW GF	848.05
005018-001X82023	12	846 SUTTER LANE	08/01/23	08/23	1111-92-6170	0	UTILITIES - PW GF	179.41
005018-001X82023	13	CASTLE OAKS ENTRANCE	08/01/23	08/23	8221-92-6170	0	UTILITIES - LIGHTING & LANDSCA	2,070.51
005018-001X82023	14	437 QUAIL HOLLOW DR	08/01/23	08/23	1111-92-6170	0	UTILITIES - PW GF	647.93
005018-001X82023	15	431 QUAIL HOLLOW DR	08/01/23	08/23	1111-92-6170	0	UTILITIES - PW GF	634.67
005018-001X82023	16	425 QUAIL HOLLOW DR	08/01/23	08/23	1111-92-6170	0	UTILITIES - PW GF	528.59
005018-001X82023	17	ES HWY 124	08/01/23	08/23	1111-92-6170	0	UTILITIES - PW GF	479.91
005018-001X82023	18	1600 W MARLETTE ST	08/01/23	08/23	1111-92-6170	0	UTILITIES - PW GF	123.20
005018-001X82023	19	MAIN ST & SACRAMENTO	08/01/23	08/23	1111-92-6170	0	UTILITIES - PW GF	68.91
005018-001X82023	20	305 S MILL ST	08/01/23	08/23	1111-92-6170	0	UTILITIES - PW GF	68.91
005018-001X82023	21	10100 FIVE MILE DR	08/01/23	08/23	1111-92-6170	0	UTILITIES - PW GF	73.33
005018-001X82023	22	ES HWY 124	08/01/23	08/23	1111-92-6170	0	UTILITIES - PW GF	466.65
005018-001X82023	23	POPLAR ST	08/01/23	08/23	1111-92-6170	0	UTILITIES - PW GF	1,071.59
005018-001X82023	24	600 PRESTON AVE	08/01/23	08/23	1111-75-6170	0	UTILITIES - FIRE GF	136.82
005018-001X82023	25	600 PRESTON AVE	08/01/23	08/23	9675-75-6170	0	UTILITIES - FIRE	45.61
005018-001X82023	26	600 PRESTON AVE	08/01/23	08/23	9613-75-6170	0	UTILITIES - FIRE MEAS M	45.61

Invoice Number	Seq #	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount
005018-001X82023	27	17 E MAIN ST	08/01/23	08/23	1111-92-6170	0	UTILITIES - PW GF	68.91
005018-001X82023	28	SEWER LIFT STATION	08/01/23	08/23	3111-92-6170	0	UTILITIES - PW WWTP	68.91
005018-001X82023	29	CASTLE OAKS MEDIAN 1	08/01/23	08/23	8221-92-6170	0	UTILITIES - LIGHTING & LANDSCA	170.57
005018-001X82023	30	CASTLE OAKS MEDIAN 2	08/01/23	08/23	8221-92-6170	0	UTILITIES - LIGHTING & LANDSCA	113.11
005018-001X82023	31	CASTLE OAKS MEDIAN 3	08/01/23	08/23	8221-92-6170	0	UTILITIES - LIGHTING & LANDSCA	68.91
Total 005018-001X82023:								
13,534.90								
ARCO BUSINESS SOLUTIONS								
L7730X822023	1	PD FUEL	08/02/23	08/23	1111-70-6201	0	FUEL - PD GF	1,580.28
L7730X822023	2	PD FUEL	08/02/23	08/23	9670-70-6201	0	FUEL - RESTRICTED PD	1,292.96
L7730X822023	3	AMAZON WEB SERVICES	08/02/23	08/23	1111-65-6166	0	SOFTWARE - ADMIN GF	29.17
L7730X822023	4	AMAZON WEB SERVICES	08/02/23	08/23	2111-65-6166	0	SOFTWARE - GAS TX ADMIN	4.86
L7730X822023	5	AMAZON WEB SERVICES	08/02/23	08/23	3111-65-6166	0	SOFTWARE - WWTP ADMIN	9.72
L7730X822023	6	AMAZON WEB SERVICES	08/02/23	08/23	9670-65-6166	0	SOFTWARE - PD ADMIN	2.43
L7730X822023	7	AMAZON WEB SERVICES	08/02/23	08/23	9675-65-6166	0	SOFTWARE - FIRE ADMIN	2.42
L7730X822023	8	SIP PHONE SYSTEM	08/02/23	08/23	1111-65-6160	0	COMMUNICATIONS - ADMIN GF	162.32
L7730X822023	9	SIP PHONE SYSTEM	08/02/23	08/23	2111-65-6160	0	COMMUNICATIONS - ADMIN GAS TAX	27.05
L7730X822023	10	SIP PHONE SYSTEM	08/02/23	08/23	3111-65-6160	0	COMMUNICATIONS - WWTP ADMIN	54.11
L7730X822023	11	SIP PHONE SYSTEM	08/02/23	08/23	9670-65-6160	0	COMMUNICATIONS - PD ADMIN	13.53
L7730X822023	12	SIP PHONE SYSTEM	08/02/23	08/23	9675-65-6160	0	COMMUNICATIONS - FIRE ADMIN	13.53
L7730X822023	13	ADOBE SOFTWARE	08/02/23	08/23	1111-65-6111	0	OFFICE EXPENSE - ADMIN GF	92.96
L7730X822023	14	ADOBE SOFTWARE	08/02/23	08/23	2111-65-6111	0	OFFICE EXPENSE - ADMIN GAS TAX	15.49
L7730X822023	15	ADOBE SOFTWARE	08/02/23	08/23	3111-65-6111	0	OFFICE EXPENSE - ADMIN WWTP	30.99
L7730X822023	16	ADOBE SOFTWARE	08/02/23	08/23	9670-65-6111	0	OFFICE EXPENSE - ADMIN PD	7.75
L7730X822023	17	ADOBE SOFTWARE	08/02/23	08/23	9675-65-6111	0	OFFICE EXPENSE - ADMIN FIRE	7.75
L7730X822023	18	ADMIN TRAINING - 2 EMPLOYEES	08/02/23	08/23	1111-65-6250	0	TRAINING & TRAVEL - ADMIN GF	1,613.76
L7730X822023	19	ADMIN TRAINING - 2 EMPLOYEES	08/02/23	08/23	2111-65-6250	0	TRAINING & TRAVEL - GAS ADMIN	268.96
L7730X822023	20	ADMIN TRAINING - 2 EMPLOYEES	08/02/23	08/23	3111-65-6250	0	TRAINING & TRAVEL - WWTP ADMIN	537.92
L7730X822023	21	ADMIN TRAINING - 2 EMPLOYEES	08/02/23	08/23	9670-65-6250	0	TRAINING & TRAVEL - PD ADMIN	134.48
L7730X822023	22	ADMIN TRAINING - 2 EMPLOYEES	08/02/23	08/23	9675-65-6250	0	TRAINING & TRAVEL - FIRE ADMIN	134.48
L7730X822023	23	PW STREET'S SIGNS	08/02/23	08/23	1111-92-8813	0	CAPITAL OTHER - GAS PW	407.16
L7730X822023	24	CLOTHING	08/02/23	08/23	2111-65-6115	0	CLOTHING - ADMIN GF	533.36
L7730X822023	25	FIRE DEPT TRAINING	08/02/23	08/23	1111-75-6122	0	TRAINING & TRAVEL - FIRE GF	144.58
L7730X822023	26	FIRE DEPT TRAINING	08/02/23	08/23	9675-75-6122	0	TRAINING - RESTRICTED FIRE	48.19
L7730X822023	27	FIRE DEPT TRAINING	08/02/23	08/23	9613-75-6122	0	TRAINING - MEASURE M	48.19
L7730X822023	28	FIRE DEPT MAINT. & REPAIRS	08/02/23	08/23	1111-65-6203	0	M&O EQUIP - GF ADMIN	1,037.54
L7730X822023	29	FIRE DEPT MAINT & REPAIRS	08/02/23	08/23	9675-75-6203	0	MAINT & OPER - MEASURE M	365.85
L7730X822023	30	FIRE DEPT MAINT & REPAIRS	08/02/23	08/23	9613-75-6203	0	MAINT & OPER - MEASURE M	365.85
L7730X822023	31	POLICE DEPT TRAINING	08/02/23	08/23	1111-70-6250	0	TRAVEL, CONF - FIRE GF	1,443.89

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L7730X822023	32	POLICE DEPT TRAINING	08/02/23	08/23	9670-70-6250	0	TRAVEL, CONF - RESTRICTED PD	1,181.36
Total L7730X822023:								
11,672.89								
ATT MOBILITY								
287309023056X081	1	ACCT 287312741394 - PD FIRSTNET 7/23	08/02/23	08/23	1111-75-6160	0	COMMUNICATIONS - FIRE GF	263.60
287309023056X081	2	ACCT 287314845930 - FIRSTNET 7/23	08/02/23	08/23	9675-75-6160	0	COMMUNICATIONS - FIRE	87.87
287309023056X081	3	ACCT 287314845930 - FIRSTNET 7/23	08/02/23	08/23	9613-75-6160	0	COMMUNICATIONS - FIRE MEAS M	87.87
Total 287309023056X08102023:								
439.34								
287312741394X081	1	ACCT 287312741394 - PD FIRSTNET 3/23	08/02/23	08/23	1111-70-6160	0	COMMUNICATIONS - PD GF	877.86
287312741394X081	2	ACCT 287312741394 - PD FIRSTNET 3/23	08/02/23	08/23	9670-70-6160	0	COMMUNICATIONS - POLICE	718.25
Total 287312741394X08102023:								
1,596.11								
BENEFIT COORDINATORS CORP.								
PDV00119X92023	1	DENTALVISION PREMIUM	08/17/23	08/23	1111-65-5211	0	HEALTH INS. - ADMIN GF	195.42
PDV00119X92023	2	DENTALVISION PREMIUM	08/17/23	08/23	2111-65-5211	0	HEALTH INS. - ADMIN GAS TAX	32.57
PDV00119X92023	3	DENTALVISION PREMIUM	08/17/23	08/23	3111-65-5211	0	HEALTH INS. - ADMIN WWTP	65.14
PDV00119X92023	4	DENTALVISION PREMIUM	08/17/23	08/23	9670-65-5211	0	HEALTH INS. - PD ADMIN	16.29
PDV00119X92023	5	DENTALVISION PREMIUM	08/17/23	08/23	9675-65-5211	0	HEALTH INS. - FIRE ADMIN	16.29
PDV00119X92023	6	DENTALVISION PREMIUM	08/17/23	08/23	1111-94-5225	0	HEALTH INS. - RETIREE GF	313.36
PDV00119X92023	7	DENTALVISION PREMIUM	08/17/23	08/23	1111-94-5225	0	HEALTH INS. - WWTP	78.34
PDV00119X92023	8	DENTALVISION PREMIUM	08/17/23	08/23	1111-70-5211	0	HEALTH INS. - POLICE GF	553.80
PDV00119X92023	9	DENTALVISION PREMIUM	08/17/23	08/23	9670-70-5211	0	HEALTH INS. - POLICE	453.10
PDV00119X92023	10	DENTALVISION PREMIUM	08/17/23	08/23	1111-75-5211	0	HEALTH INS. - FIRE GF	271.26
PDV00119X92023	11	DENTALVISION PREMIUM	08/17/23	08/23	9675-75-5211	0	HEALTH INS. - FIRE	90.42
PDV00119X92023	12	DENTALVISION PREMIUM	08/17/23	08/23	9613-75-5211	0	HEALTH INS. - FIRE MEAS M	90.42
PDV00119X92023	13	DENTALVISION PREMIUM	08/17/23	08/23	1111-85-5211	0	HEALTH INS. - BUILDING GF	143.10
PDV00119X92023	14	DENTALVISION PREMIUM	08/17/23	08/23	1111-92-5211	0	HEALTH INS. - PW GF	114.61
PDV00119X92023	15	DENTALVISION PREMIUM	08/17/23	08/23	2111-92-5211	0	HEALTH INS. - PW GAS	111.24
PDV00119X92023	16	DENTALVISION PREMIUM	08/17/23	08/23	3111-92-5211	0	HEALTH INS. - PW WWTP	111.24
Total PDV00119X92023:								
2,656.60								
CARBON COPY INC.								
621771	1	COPIER SUPPLIES	08/16/23	08/23	1111-65-6111	0	OFFICE EXPENSE - ADMIN GF	282.70
621771	2	COPIER SUPPLIES	08/16/23	08/23	2111-65-6111	0	OFFICE EXPENSE - ADMIN GAS TAX	47.12
621771	3	COPIER SUPPLIES	08/16/23	08/23	3111-65-6111	0	OFFICE EXPENSE - ADMIN WWTP	94.24

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2307171	1	AREA NO 3 CFD NO 2005-2 FY 2023-24	07/31/23	08/23	9111-65-6215	0	PROF & SPEC SERV - ADMIN CFD	2,095.90
Total 2307171:								2,095.90
2307172	1	D21-80268.OS IONE/CFD 2005-2 IA 3 PREPAYMENT	07/31/23	08/23	9111-65-6215	0	PROF & SPEC SERV - ADMIN CFD	640.30
Total 2307172:								640.30
2307173	1	D22-80269.000 IONE/CFD 2006-1 FY 23-24	07/31/23	08/23	9111-65-6215	0	PROF & SPEC SERV - ADMIN CFD	967.80
Total 2307173:								967.80
2307174	1	D22-80270.000 IONE/CFD 2009-3 FY 23-24	07/31/23	08/23	9111-65-6215	0	PROF & SPEC SERV - ADMIN CFD	380.00
Total 2307174:								380.00
2307175	1	DEVELOPMENT IMPACT FEES AND NEXUS STUDY	07/31/23	08/23	9111-65-6215	0	PROF & SPEC SERV - ADMIN CFD	760.00
Total 2307175:								760.00
DE LAGE LANDEN INC.								
80073202	1	COPIER LEASE MONTHLY	06/10/23	08/23	1111-94-6220	0	OTHER CONTRACTUAL SERVICES	111.34
80073202	2	COPIER LEASE MONTHLY	06/10/23	08/23	3111-50-6220	0	OTHER CONTRACTUAL SERVICES	111.34
80073202	3	COPIER LEASE MONTHLY	06/10/23	08/23	3131-50-6220	0	OTHER CONTRACTUAL SERVICES	111.35
Total 80073202:								334.03
DEPARTMENT OF JUSTICE								
672792	1	FINGERPRINT APPS	08/04/23	08/23	1111-70-6123	0	STAFF RECRUIT - PD GF	105.05
672792	2	FINGERPRINT APPS	08/04/23	08/23	9670-70-6123	0	STAFF RECRUIT - RESTRICTED PD	85.95
Total 672792:								191.00
EASTON'S SERVICE AND REPAIR								
4385	1	GRASSHOPPER 725DT6	08/08/23	08/23	1111-92-6203	0	MAINT & OPERATIONS - EQUIPMENT	437.70
Total 4385:								437.70
4386	1	CASE 580 SUPER L	08/08/23	08/23	1111-92-6203	0	MAINT & OPERATIONS - EQUIPMENT	873.03

Invoice Number	Seq #	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount
Total 4386:								
4387	1	TORO 4000D	08/08/23	08/23	1111-92-6203	0	MAINT & OPERATIONS - EQUIPMENT	873.03
Total 4387:								
4388	1	GRASSHOPPER 928D	08/08/23	08/23	1111-92-6203	0	MAINT & OPERATIONS - EQUIPMENT	521.95
Total 4388:								
ECO URBAN DESIGNS INC.								
1766	1	AUGUST 2023 LANDSCAPE MAINTENANCE	08/01/23	08/23	8221-92-6221	0	PROF SERVICES - CFD	2,844.00
Total 1766:								
FERGUSON ENT INC. #686								
0748873	1	SOCCER PVC PIPES	08/10/23	08/23	1111-92-6190	0	MAINT OF BLDGS, STRUCT, GROUND	60.55
Total 0748873:								
0749334	1	SOCCER PVC PIPES	08/10/23	08/23	1111-92-6190	0	MAINT OF BLDGS, STRUCT, GROUND	14.30
Total 0749334:								
0760022	1	SOCCER PVC PIPES	08/16/23	08/23	1111-92-6190	0	MAINT OF BLDGS, STRUCT, GROUND	245.28
Total 0760022:								
FINCH EXCAVATION								
1112	1	BERM PROJECT	05/08/23	08/23	3111-50-6190	0	MAINT OF BLDGS, STRUCT, GROUND	14,925.87
Total 1112:								
118	1	WEED ABATEMENT W MARLETTE ST	07/30/23	08/23	1111-92-6190	0	MAINT OF BLDGS, STRUCT, GROUND	5,000.00
Total 118:								
119	1	WEED ABATEMENT	08/11/23	08/23	1111-92-6190	0	MAINT OF BLDGS, STRUCT, GROUND	2,500.00

Invoice Number	Seq. #	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount
Total 119:								
GRAINGER								
9803310466	1	CHEMICAL METERING PUMP	08/14/23	08/23	3111-92-8813	0	CAPITAL OTHER - WWTP PW	2,500.00
Total 9803310466:								
HASA								
9000991	1	CHEMICALS FOR WWTP	07/12/23	08/23	3111-92-6113	0	CHEMICALS - PW WWTP	1,292.54
Total 9000991:								
905608	1	CHEMICALS FOR WWTP	07/27/23	08/23	3111-92-6113	0	CHEMICALS - PW WWTP	7,319.71
Total 905608:								
JACKSON TIRE SERVICE INC								
1-GS213518	1	PIERCE LADDER TRUCK	08/02/23	08/23	1111-75-6202	0	VEHICLE MAINT. - FIRE GF	4,669.29
1-GS213518	2	PIERCE LADDER TRUCK	08/02/23	08/23	9675-75-6202	0	VEHICLE MAINT. - FIRE	1,556.43
1-GS213518	3	PIERCE LADDER TRUCK	08/02/23	08/23	9613-75-6202	0	VEHICLE MAINT. - FIRE MEAS M	1,556.43
Total 1-GS213518:								
LEDGER DISPATCH								
39425	1	PUBLIC HEARING NOTICE - SITE PLAN REVIEW	08/04/23	08/23	1111-80-6150	0	ADVERTISING - PLANNING GF	249.36
Total 39425:								
LOW WATER LANDSCAPES, INC.								
8112023	1	CASTLE OAKS ENTRANCE LANDSCAPE DESIGN & CONSULTING	08/11/23	08/23	8221-92-6221	0	PROF SERVICES - CFD	487.50
Total 8112023:								
NEUMILLER & BEARDSLEE								
344246	1	GENERAL LEGAL SERVICES	08/17/23	08/23	1111-68-6210	0	PROF & SPEC SERVICES-ATTORNEY	9,158.74
Total 344246:								
344247	1	ARSA Litigation	08/17/23	08/23	3131-68-6221	0	PROF SERVICES - EFFLUENT LEGAL	1,085.00

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Total 344247:								
344248	1	Legal Services	08/17/23	08/23	1111-68-6212	0	PROF SERVICES-HUMAN RESOURCES	1,085.00
Total 344248:								
NTU TECHNOLOGIES INC								
12509	1	2,500 GAL 929 DELIVERED	08/18/23	08/23	3111-92-6113	0	CHEMICALS - PW WWTP	2,012.50
Total 12509:								
OAK SAVANNA CLOTHING & SUPPLY LLC								
8152023	1	BUILDING DEPT UNIFORM	08/15/23	08/23	1111-85-6140	0	CLOTHINGUNIFORM - BUILDING GF	24,587.73
Total 8152023:								
PERC WATER INC.								
5930	1	MO. COLLECTION SYSTEM FEE- WWT	03/01/23	08/23	3111-50-6222	0	CONTRACT OPERATOR COSTS	2,220.71
5930	2	MO. OPER. & MAINT. FEE- WWTF	03/01/23	08/23	3111-50-6222	0	CONTRACT OPERATOR COSTS	19,922.98
5930	3	MO. PER. & MAINT FEE-TERTIARY	03/01/23	08/23	3131-50-6222	0	CONTRACT OPERATOR COSTS	14,872.43
Total 5930:								
6082	1	MO. COLLECTION SYSTEM FEE- WWT	06/30/23	08/23	3111-92-6215	0	PROF SERVICES - WWTP PW	2,220.71
6082	2	MO. OPER. & MAINT. FEE- WWTF	06/30/23	08/23	3111-92-6215	0	PROF SERVICES - WWTP PW	19,922.98
6082	3	MO. PER. & MAINT FEE-TERTIARY	06/30/23	08/23	3131-92-6215	0	PROF SERVICES - TERTIARY PW	14,872.43
Total 6082:								
PG & E								
0811230561-3X823	1	17 E MAIN ST REAR ENTRANCE	08/20/23	08/23	1111-65-6170	0	UTILITIES - GF ADMIN	16.06
Total 0811230561-3X823:								
1300942413-9X823	1	CHURCH STREET PARK	08/20/23	08/23	1111-92-6170	0	UTILITIES - PW GF	15.11
Total 1300942413-9X823:								
1493085298-4X823	1	CITY YARD MILL ST	08/23/23	08/23	1111-92-6170	0	UTILITIES - PW GF	14.06

Invoice Number	Seq.#	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount
Total 1493085298-4X823:								
1707746359-8X823	1	SEWER LIFT PUMP	08/20/23	08/23	3111-92-6170	0	UTILITIES - PW WWTP	148.68
Total 1707746359-8X823:								
2002821263-5X820	1	STREET LIGHTS	08/10/23	08/23	1111-92-6170	0	UTILITIES - PW GF	243.58
Total 2002821263-5X82023:								
2092737318-1X823	1	HOWARD PARK	08/18/23	08/23	1111-92-6170	0	UTILITIES - PW GF	1,427.54
Total 2092737318-1X823:								
2134403982-7X823	1	HORSE ARENA	08/18/23	08/23	4311-92-6170	0	UTILITIES - PW ARENA	107.56
Total 2134403982-7X823:								
2292622148-6X823	1	FIRE STATION 2	08/22/23	08/23	1111-75-6170	0	UTILITIES - FIRE GF	893.97
2292622148-6X823	2	FIRE STATION 2	08/22/23	08/23	9675-75-6170	0	UTILITIES - FIRE	297.99
2292622148-6X823	3	FIRE STATION 2	08/22/23	08/23	9613-75-6170	0	UTILITIES - FIRE MEAS M	297.99
Total 2292622148-6X823:								
2295434942-3X820	1	9630 FIVE MILE DR	08/10/23	08/23	1111-92-6170	0	UTILITIES - PW GF	31.18
Total 2295434942-3X82023:								
2477984994-2X823	1	FIRE STATION 1	08/20/23	08/23	1111-75-6170	0	UTILITIES - FIRE GF	113.17
2477984994-2X823	2	FIRE STATION 1	08/20/23	08/23	9675-75-6170	0	UTILITIES - FIRE	37.72
2477984994-2X823	3	FIRE STATION 1	08/20/23	08/23	9613-75-6170	0	UTILITIES - FIRE MEAS M	37.73
Total 2477984994-2X823:								
2728576498-4X820	1	WWTP	08/14/23	08/23	3111-92-6170	0	UTILITIES - PW WWTP	23.82
Total 2728576498-4X82023:								
2770243162-1X823	1	17 E MAIN ST	08/20/23	08/23	1111-65-6170	0	UTILITIES - GF ADMIN	30.30

Invoice Number	Seq #	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount
Total 7290630706-0X823:								
86760076504X823	1	HOWARD PARK	08/20/23	08/23	1111-92-6170	0	UTILITIES - PW GF	73.68
Total 86760076504X823:								
9035594982-8X823	1	EAGLE DRIVE	08/20/23	08/23	8221-92-6170	0	UTILITIES - LIGHTING & LANDSCA	70.21
Total 9035594982-8X823:								
PINNACLE ALARM								
2854A	1	REPLACED UNIT AT CITY HALL	08/01/23	08/23	1111-65-6203	0	M&O EQUIP - GF ADMIN	150.50
2854A	2	REPLACED UNIT AT CITY HALL	08/01/23	08/23	3111-65-6203	0	M&O EQUIP - WWTP ADMIN	43.00
2854A	3	REPLACED UNIT AT CITY HALL	08/01/23	08/23	9670-65-6203	0	M&O EQUIP - PD ADMIN	10.75
2854A	4	REPLACED UNIT AT CITY HALL	08/01/23	08/23	9675-65-6203	0	M&O EQUIP - FIRE ADMIN	10.75
Total 2854A:								
7157	1	QUARTERLY ALARM MONITORING	08/20/23	08/23	1111-65-6220	0	OTHER CONTRACTUAL SERVICES	215.00
7157	2	QUARTERLY ALARM MONITORING	08/20/23	08/23	2111-65-6220	0	CONTRACTUAL OTHER - GAS ADMIN	126.00
7157	3	QUARTERLY ALARM MONITORING	08/20/23	08/23	3111-65-6220	0	CONTRACTUAL SERV - WWTP ADMIN	21.00
7157	4	QUARTERLY ALARM MONITORING	08/20/23	08/23	9670-65-6220	0	CONTRACTUAL SERV - PD ADMIN	42.00
7157	5	QUARTERLY ALARM MONITORING	08/20/23	08/23	9675-65-6220	0	CONTRACTUAL SERV - FIRE ADMIN	10.50
Total 7157:								
210.00								
POSTMASTER								
398-2023	1	PERMIT #398 1ST CLASS PRESORT	08/20/23	08/23	1111-65-6111	0	OFFICE EXPENSE - ADMIN GF	186.00
398-2023	2	PERMIT #398 1ST CLASS PRESORT	08/20/23	08/23	2111-65-6111	0	OFFICE EXPENSE - ADMIN GAS TAX	31.00
398-2023	3	PERMIT #398 1ST CLASS PRESORT	08/20/23	08/23	3111-65-6111	0	OFFICE EXPENSE - ADMIN WWTP	62.00
398-2023	4	PERMIT #398 1ST CLASS PRESORT	08/20/23	08/23	9670-65-6111	0	OFFICE EXPENSE - ADMIN PD	15.50
398-2023	5	PERMIT #398 1ST CLASS PRESORT	08/20/23	08/23	9675-65-6111	0	OFFICE EXPENSE - ADMIN FIRE	15.50
Total 398-2023:								
310.00								
SANDRA LEPISTO								
81723	1	REFUND OF OVERPAYMENT	08/17/23	08/23	3111-48-4805	0	SEWER SERVICE CHARGES	5.00

Invoice Number	Seq.#	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount
Total 81723:								
SGROI, CARLO								
8212023	1	PER DIEM SLI TRAINING	08/21/23	08/23	1111-70-6250	0	TRAVEL, CONF. - FIRE GF	82.50
8212023	2		08/21/23	08/23	9670-70-6250	0	TRAVEL, CONF. - RESTRICTED PD	67.50
Total 8212023:								
SHRED CITY								
23973081623	1	DOCUMENT SHREDDING	08/16/23	08/23	1111-65-6111	0	OFFICE EXPENSE - ADMIN GF	240.00
23973081623	2	DOCUMENT SHREDDING	08/16/23	08/23	2111-65-6111	0	OFFICE EXPENSE - ADMIN GAS TAX	40.00
23973081623	3	DOCUMENT SHREDDING	08/16/23	08/23	3111-65-6111	0	OFFICE EXPENSE - ADMIN WWTP	80.00
23973081623	4	DOCUMENT SHREDDING	08/16/23	08/23	9670-65-6111	0	OFFICE EXPENSE - ADMIN PD	20.00
23973081623	5	DOCUMENT SHREDDING	08/16/23	08/23	9675-65-6111	0	OFFICE EXPENSE - ADMIN FIRE	20.00
Total 23973081623:								
TOMMY'S GARAGE								
18739	1	2013 FORD TAURUS - OIL CHANGE	07/10/23	08/23	1111-70-6202	0	VEHICLE MAINT. - POLICE GF	42.28
18739	2	2013 FORD TAURUS - OIL CHANGE	07/10/23	08/23	9670-70-6202	0	VEHICLE MAINT. - POLICE	34.59
Total 18739:								
18897								
	1	2022 FORD F150	08/02/23	08/23	1111-92-6202	0	VEHICLE MAINT. PW GF	76.87
Total 18897:								
18959								
	1	2002 FORD EXPLORER	08/11/23	08/23	1111-70-6202	0	VEHICLE MAINT. - POLICE GF	16.50
18959	2	2002 FORD EXPLORER	08/11/23	08/23	9670-70-6202	0	VEHICLE MAINT. - POLICE	13.50
Total 18959:								
USA BLUEBOOK								
INV000101224	1	GAS ALERT DETECTOR	08/10/23	08/23	3111-92-8813	0	CAPITAL OTHER - WWTP PW	1,251.82
Total INV000101224:								
VOLCANO TELEPHONE COMPANY								
63360-63376-94906	1	CITY HALL	08/25/23	08/23	1111-65-6160	0	COMMUNICATIONS - ADMIN GF	41.99

Invoice Number	Seq.#	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount
63360-63376-94906	2	CITY HALL	08/25/23	08/23	2111-65-6160	0	COMMUNICATIONS - ADMIN GAS TAX	7.00
63360-63376-94906	3	CITY HALL	08/25/23	08/23	3111-65-6160	0	COMMUNICATIONS - WWTP ADMIN	14.00
63360-63376-94906	4	CITY HALL	08/25/23	08/23	9670-65-6160	0	COMMUNICATIONS - PD ADMIN	3.50
63360-63376-94906	5	CITY HALL	08/25/23	08/23	9675-65-6160	0	COMMUNICATIONS - FIRE ADMIN	3.50
63360-63376-94906	6	POLICE	08/25/23	08/23	1111-70-6160	0	COMMUNICATIONS - PD GF	19.24
63360-63376-94906	7	POLICE	08/25/23	08/23	9670-70-6160	0	COMMUNICATIONS - POLICE	15.74
63360-63376-94906	8	FIRE	08/25/23	08/23	1111-75-6160	0	COMMUNICATIONS - FIRE GF	180.31
63360-63376-94906	9	FIRE	08/25/23	08/23	9675-75-6160	0	COMMUNICATIONS - FIRE	60.11
63360-63376-94906	10	FIRE	08/25/23	08/23	9613-75-6160	0	COMMUNICATIONS - FIRE MEAS M	60.11
63360-63376-94906	11	BUILDING DEPT	08/25/23	08/23	1111-85-6160	0	COMMUNICATIONS - BUILDING GF	34.99
63360-63376-94906	12	PUBLIC WORKS	08/25/23	08/23	1111-92-6160	0	COMMUNICATIONS - PW GF	23.78
63360-63376-94906	13	PUBLIC WORKS	08/25/23	08/23	2111-92-6160	0	COMMUNICATIONS - PW	23.08
63360-63376-94906	14	PUBLIC WORKS	08/25/23	08/23	3111-92-6160	0	COMMUNICATIONS - PW WWTP	23.08
Total 63360-63376-94906-100054:								510.43
WATERSTONE SERVICES, LLC								
1002	1	OPERATIONS OF SEWER COLLECTION SYSTEM, WWTP & CASTLE OAKS RECLAM	08/01/23	08/23	3111-92-6215	0	PROF SERVICES - WWTP PW	28,050.00
1002	2	OPERATIONS OF SEWER COLLECTION SYSTEM, WWTP & CASTLE OAKS RECLAM	08/01/23	08/23	3131-92-6215	0	PROF SERVICES - TERTIARY PW	18,700.00
Total 1002:								46,750.00
WEBER GHIO & ASSOC. INC								
12090	1	BUILDING DEPT ASSISTANCE	08/08/23	08/23	1111-85-6216	0	PROF SERVICES - BLDG INSPECTOR	1,064.41
Total 12090:								1,064.41
WILLDAN								
002-29637	1	PLAN CHECK THROUGH 07/28/2023	08/23/23	08/23	1111-85-6216	0	PROF SERVICES - BLDG INSPECTOR	980.00
Total 002-29637:								980.00
Total :								346,208.78
Grand Totals:								346,208.78

GL Account Number	Debit	Credit	Net
1111-46-4645	.00	5,263.00-	5,263.00-
1111-65-5211	195.42	.00	195.42
1111-65-6111	801.66	.00	801.66
1111-65-6115	533.36	.00	533.36
1111-65-6160	292.22	.00	292.22
1111-65-6166	1,116.97	.00	1,116.97
1111-65-6170	219.91	.00	219.91
1111-65-6203	1,248.04	.00	1,248.04
1111-65-6220	126.00	.00	126.00
1111-65-6250	1,613.76	.00	1,613.76
1111-68-6210	9,158.74	.00	9,158.74
1111-68-6212	2,012.50	.00	2,012.50
1111-70-5211	553.80	.00	553.80
1111-70-6111	17.24	.00	17.24
1111-70-6123	105.05	.00	105.05
1111-70-6160	1,266.85	.00	1,266.85
1111-70-6201	1,580.28	.00	1,580.28
1111-70-6202	58.78	.00	58.78
1111-70-6220	30,679.54	.00	30,679.54
1111-70-6250	1,608.89	.00	1,608.89
1111-75-5211	271.26	.00	271.26
1111-75-6122	144.58	.00	144.58
1111-75-6140	697.51	.00	697.51
1111-75-6160	443.91	.00	443.91
1111-75-6170	1,227.23	.00	1,227.23
1111-75-6202	4,669.29	.00	4,669.29
1111-80-6150	249.36	.00	249.36
1111-85-5211	143.10	.00	143.10
1111-85-6140	375.38	.00	375.38
1111-85-6160	34.99	.00	34.99
1111-85-6216	2,044.41	.00	2,044.41
1111-92-5211	114.61	.00	114.61
1111-92-6160	23.78	.00	23.78
1111-92-6170	12,393.02	.00	12,393.02
1111-92-6190	7,820.13	.00	7,820.13
1111-92-6202	76.87	.00	76.87
1111-92-6203	2,329.44	.00	2,329.44
1111-94-5225	313.36	.00	313.36
1111-94-6220	111.34	.00	111.34
2111-65-5211	32.57	.00	32.57

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
2111-65-6111	133.61	.00	133.61
2111-65-6160	48.70	.00	48.70
2111-65-6166	186.16	.00	186.16
2111-65-6170	28.93	.00	28.93
2111-65-6220	21.00	.00	21.00
2111-65-6250	268.96	.00	268.96
2111-92-5211	111.24	.00	111.24
2111-92-6160	23.08	.00	23.08
2111-92-6170	2,207.35	.00	2,207.35
2111-92-8813	407.16	.00	407.16
3111-48-4805	5.00	.00	5.00
3111-50-6190	14,925.87	.00	14,925.87
3111-50-6220	111.34	.00	111.34
3111-50-6222	22,143.69	.00	22,143.69
3111-65-5211	65.14	.00	65.14
3111-65-6111	267.23	.00	267.23
3111-65-6160	97.41	.00	97.41
3111-65-6166	372.32	.00	372.32
3111-65-6170	57.84	.00	57.84
3111-65-6203	43.00	.00	43.00
3111-65-6220	42.00	.00	42.00
3111-65-6250	537.92	.00	537.92
3111-92-5211	111.24	.00	111.24
3111-92-6113	41,087.00	.00	41,087.00
3111-92-6160	23.08	.00	23.08
3111-92-6170	265.23	.00	265.23
3111-92-6215	50,193.69	.00	50,193.69
3111-92-8813	2,544.36	.00	2,544.36
3111-94-5225	78.34	.00	78.34
3131-50-6220	111.35	.00	111.35
3131-50-6222	14,872.43	.00	14,872.43
3131-68-6221	1,085.00	.00	1,085.00
3131-92-6170	38.82	.00	38.82
3131-92-6215	33,572.43	.00	33,572.43
3131-92-6240	207.21	.00	207.21
4111-92-6215	23,681.71	.00	23,681.71
4311-92-6170	107.56	.00	107.56
8211-92-6190	4,800.00	.00	4,800.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
8221-92-6170	4,269.14	.00	4,269.14
8221-92-6221	3,131.50	.00	3,131.50
9111-65-6215	6,890.70	.00	6,890.70
9613-75-5211	90.42	.00	90.42
9613-75-6122	48.19	.00	48.19
9613-75-6140	232.51	.00	232.51
9613-75-6160	147.98	.00	147.98
9613-75-6170	409.09	.00	409.09
9613-75-6202	1,556.43	.00	1,556.43
9613-75-6203	365.85	.00	365.85
9670-65-5211	16.29	.00	16.29
9670-65-6111	66.81	.00	66.81
9670-65-6160	24.36	.00	24.36
9670-65-6166	93.08	.00	93.08
9670-65-6170	14.46	.00	14.46
9670-65-6203	10.75	.00	10.75
9670-65-6220	10.50	.00	10.50
9670-65-6250	134.48	.00	134.48
9670-70-5211	453.10	.00	453.10
9670-70-6111	14.11	.00	14.11
9670-70-6123	85.95	.00	85.95
9670-70-6160	1,036.52	.00	1,036.52
9670-70-6201	1,292.96	.00	1,292.96
9670-70-6202	48.09	.00	48.09
9670-70-6220	25,101.44	.00	25,101.44
9670-70-6250	1,316.36	.00	1,316.36
9675-65-5211	16.29	.00	16.29
9675-65-6111	43.25	.00	43.25
9675-65-6160	47.92	.00	47.92
9675-65-6166	93.07	.00	93.07
9675-65-6170	14.46	.00	14.46
9675-65-6203	10.75	.00	10.75
9675-65-6220	10.50	.00	10.50
9675-65-6250	134.48	.00	134.48
9675-75-5211	90.42	.00	90.42
9675-75-6122	48.19	.00	48.19
9675-75-6140	232.50	.00	232.50
9675-75-6160	147.98	.00	147.98

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
9675-75-6170	409.07	.00	409.07
9675-75-6202	1,556.43	.00	1,556.43
9675-75-6203	365.85	.00	365.85
Grand Totals:	351,471.78	5,263.00-	346,208.78

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
08/23	351,471.78	5,263.00-	346,208.78
Grand Totals:	351,471.78	5,263.00-	346,208.78



CITY OF IONE
IONE, CA 95640

G.3.

DATE: SEPTEMBER 5, 2023

TO: MAYOR RHOADES AND CITY COUNCIL

**FROM: ANDREW PINASCO, CITY ATTORNEY & AMY GEDNEY,
INTERIM CITY MANAGER**

**SUBJECT: RAIL DEPOT – 315 SOUTH MILL STREET – LEASE TO
AMADOR CENTRAL RAILROAD CORPORATION**

RECOMMENDED ACTION

Adopt Resolution 2023-* Approves the draft Lease and authorize the City Manager to execute the Lease with the Amador Central Railroad Corporation (“ACRC”).

FISCAL IMPACT

All tenant improvements will be financed by ACRC using private funds. Rent will be paid to the City within the timelines outlined in the draft lease agreement.

BACKGROUND

In 2012, the City of Ione moved the Rail Depot to its existing site. In doing so, the Planning Commission reviewed the proposed Site Plan and compliance with the California Environmental Quality Act. It was determined that the proposed Site Plan was consistent with the objectives of the City of Ione General Plan, complies with applicable zoning regulations, Planned Development Master Plan or Specific Plan provisions, Improvements Standards, and other applicable standards and regulations adopted by the City. Repair to the Rail Depot at the existing site will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation. The building is located on a previously developed property and has been conditioned to provide accessible pedestrian paths as required by law. The current site developments, and proposed repairs are compatible and complement the existing surrounding environment and ultimate character under the General plan.

The Planning Commission also found that moving the Rail Depot to the existing site was exempt from CEQA as a Class 1 exemption, as the project involved the relocation of an existing structure and rehabilitation of the structure to make it habitable. No new structures will be constructed, meaning that there will not be a net increase in development from existing



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conditions. The orientation of the Rail Depot is consistent with the historic orientation of the building as called for in the Historic Resources Evaluation.

Prior Council Action

Amador Central Railroad Corporation (“ACRC”) requested that the City consider ACRC selling the property where the Rail Depot exists at the May 16, 2023, regular meeting. At that meeting, Council designated the property as surplus land and directed the City’s Planning Commission consider the procedure for disposal of City property under the Surplus Land Act.

The Surplus Land Act

If City-owned land is deemed surplus land (i.e. the City no longer uses the property and it is not covered by an exemption), then prior to sale or lease of the property, it must be offered for housing, park, and/or school use through the Notice of Availability process outlined in the Surplus Land Act (SLA) regulations.

However, besides the 14 official exemptions from the standard process, the following transactions do not fall under the SLA:

- Short -term leases
 - a. Land leases for a term of less than five years
- Leases that do not allow demolition or development of the property

Because the draft Lease does not permit development or demolition of the property, the draft Lease is not subject to the SLA. Tenant improvements do not constitute development.

Amador Central Railroad Corporation

ACRC has met with City staff, including the City Manager and City Attorney, to request that the Rail Depot site be leased to ACRC for the maximum period of time allowable by law. ACRC requested to perform its own tenant improvements to the existing structures that are compatible with the Site Plan approved by the Planning Commission. ACRC will perform all improvements solely using private funds. The City has received private donations from Big Red Barn, which will be unconditionally surrendered back to Big Red Barn. The total amount of funds to be surrendered is \$11,577.78.

Draft Lease

The substantive provisions of the draft Lease are as follows:

- A lease term for the maximum lawful period allowed of 55-years.
- Rent amount is \$1 per month, or \$12 per year.



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- The draft Lease allows for the Amador Center Rail Corporation to conduct tenant improvements to repair the existing Rail Depot for historical preservation. The draft Lease prohibits further construction of additional structures.
- All tenant improvements to Rail Depot shall be performed in accordance with the City of Ione Municipal Code and California law.
- ACRC solely responsible for all repairs to Rail Depot during term of draft Lease.
- ACRC responsible for water and electricity utility costs.
- City to provide wastewater service at no cost to ACRC.
- ACRC to provide insurance with limits agreeable to the City. All insurance to name the City as an additional insured.
- ACRC to provide full indemnity and defense to City for claims arising from or related to Rail Depot site.
- City to retain ownership of Rail Depot at termination of draft Lease.

ATTACHMENTS:

- Resolution approving the draft lease and authoring the City Manager to sign the lease with ACRC
- Draft Lease of Rail Depot between City of Ione and ACRC

RESOLUTION NO. 2023-*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE APPROVING A LEASE OF THE RAIL DEPOT LOCATED AT 315 SOUTH MILL STREET TO AMADOR CENTER RAIL CORPORATION AND AUTHORIZE CITY MANAGER TO EXECUTE LEASE WITH AMADOR CENTER RAIL CORPORATION

WHEREAS, the City of Ione City Council determined at a regular meeting on May 16, 2023, that the City owned property at 315 South Mill Street (the "Property") was surplus in accordance with the Surplus Land Act; and

WHEREAS, the Property is previously developed and is compatible with and complements the existing surrounding environment and ultimate character of the area under the City's General Plan; and

WHEREAS, the Amador Center Rail Corporation has requested to lease the Property and perform tenant improvements to the Rail Depot using private funds in accordance with City's ordinances and the Historic Resources Evaluation; and

WHEREAS, City staff has prepared a lease that complies with City ordinances and California law, attached hereto as Exhibit "A" (the "Lease"); and

WHEREAS, the City of Ione City Council determined that any disposal is not subject to the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15060(c)(2), 15060(c)(3), and 15378, as the activity will not result in a director or reasonably foreseeable indirect physical change in the environment and is not a "project".

NOW, THEREFORE, BE IT RESOLVED by the City of Ione City Council that the Lease be hereby approved, and authorizes the City Manager to execute the Lease between the City and Amador Center Railroad Corporation.

PASSED, APPROVED, AND ADOPTED this fifth day of September, 2023 by the following recorded vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

STACY RHOADES, MAYOR

ATTEST

JANICE TRAVERSO
CITY CLERK

EXHIBIT "A"
RAIL DEPOT LEASE

LEASE

THIS LEASE (this "Lease") is made as of Commencement Date (hereinafter defined) by and between the City of Ione, a political subdivision of the State of California ("Landlord") and the Amador Central Railroad Corporation, a California nonprofit corporation ("Tenant").

A. Landlord is the owner of record of all of that certain real property (the "Property") situated in the City of Ione, Amador County, California, commonly known as Assessor's Parcel Number _____ and more particularly described in **Exhibit A** hereto.

B. Landlord wishes to lease the Property to Tenant, together with all rights, privileges, and easements appurtenant to the Property. The Property and such appurtenant rights, privileges and easements are collectively referred to herein as the "Premises."

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

Section 1. Lease of Premises

Landlord hereby leases, transfers and demises to Tenant, and Tenant hereby leases and takes from Landlord, the Premises for the Term and upon the agreements, covenants and conditions set forth in this Lease.

Section 2. Term

The term of this Lease commences on the date of full execution by both parties (the "Commencement Date"), and, unless sooner terminated, shall terminate on December 31, 2077 (the "Term").

Section 3. Rent

(a) Amount.

Tenant shall pay Landlord rent in the amount of \$1 per month, payable annually or within 30 days of receipt of written demand from Landlord.

(b) Location for Payment.

All rent, and all other moneys and charges payable by Tenant to Landlord hereunder, shall be paid by Tenant to Landlord in lawful money of the United States of America at Landlord's address for notices hereunder, or to such other person or at such other place as Landlord may from time to time designate by notice in writing to Tenant.

Section 4. Taxes and Assessment

(a) Tenant covenants and agrees to pay and discharge, during the entire Term, before delinquency, all taxes, assessments, water charges, utility rates and fees, levies or other charges, general, special, ordinary, extraordinary and otherwise, of every kind and character that are or may during the Term be levied, charged, assessed or imposed upon or against the Premises or any buildings or improvements which are now or hereafter located thereon, or against any of Tenant's personal property now or hereafter located thereon, or which may be levied, charged, assessed or imposed upon or against the leasehold estate created hereby. Tenant shall not be responsible for any of the aforementioned payments or charges as they may apply to any other property owned by Landlord. If separate utility meters do not exist for services shared by the Premises and other property, the parties shall use best efforts to install separate meters and shall otherwise provide for a reasonable apportionment of shared utilities if separate meters are impractical. Notwithstanding the foregoing, Landlord shall not charge Tenant for sewer services.

In addition, Tenant shall pay any tax assessed exclusively on rental income of Landlord to the extent such income is allocable to this Lease, if and only if such tax is assessed by State or local authorities upon the elimination and in lieu of taxation based on the ownership of real property. At the commencement and at the end of the Term, such taxes, assessments and other charges to be paid by Tenant shall be prorated on the basis of the fiscal year of the taxing authority in question so that, at the commencement and at the end of the Term, as to any such taxes, assessments and other charges levied or assessed for a fiscal year preceding the commencement or extending beyond the end of the Term, Tenant will pay only such proportion of such taxes, assessments and other charges as the portion of such fiscal year following the commencement and preceding the end of the Term bears to the entire fiscal year.

(b) Notwithstanding anything herein to the contrary, Tenant shall not be required to pay any franchise, capital levy, or transfer tax of Landlord, or any net income tax measured by the income of Landlord from all sources, or any tax which may, at any time during the Term, be required to be paid on any gift, or demise, deed, mortgage, descent or other alienation of any part or all of the estate of Landlord in and to the Premises or any buildings or improvements which are now or hereafter located thereon, except as hereinafter provided. If Tenant shall be required by law to pay, and pursuant thereto does pay, any tax, assessment or charge specified in this subsection (b), Landlord shall, immediately upon request, reimburse Tenant for any such payments. If such immediate reimbursements are not forthcoming, Tenant shall receive a credit against any rental payment due hereunder for the full amount of such delinquent reimbursements. However, any documentary transfer tax assessed upon the creation of a leasehold interest in the Premises under this Lease shall be paid by Tenant.

Section 5. Tenant's Option to Purchase the Premises

Subject to Landlord's legal obligations with respect to surplus public property, the parties acknowledge that Landlord shall offer the Premises to Tenant.

Section 6. Quiet Enjoyment

Landlord covenants that upon payment by Tenant of the rent herein reserved and upon performance and observance by Tenant of all of the agreements, covenants and conditions herein contained on the part of Tenant to be performed and observed, Tenant shall peaceably hold and quietly enjoy the Premises during the entire Term without hindrance, molestation or interruption by Landlord or by anyone lawfully or equitably claiming by, through or under Landlord.

Section 7. Use

(a) **General.** Tenant shall have the right to use the Premises for any lawful purpose related to the preservation, use, and improvement of the premises for its historical value; provided, however, in no event shall the Premises be used for any development purpose or use (nor shall any activity be carried on upon the Premises) which in any manner causes, creates or results in a public or private nuisance.

(b) **Limitations.** Tenant shall not permit any odors, smoke, dust, gas, substances, noise, or vibrations to emanate from the Premises as a result of Tenant's or any Tenant's invitees use thereof, nor take any action which would constitute a nuisance or would disturb, obstruct, or endanger any the general public. Tenant shall not use or allow the Premises to be used for any immoral, improper, or unlawful purpose. Tenant shall not place any harmful substances in the drainage system serving the Premises. Tenant shall not permit any uses prohibited by the Lone Municipal Code.

(c) **Compliance with Regulations.** Tenant agrees, that the use of Landlord's funds in connection with any construction project on the Premises, any legal requirements applicable to construction projects (a) undertaken by California cities, or (b) supported by City funds (including, but not limited to, competitive bidding requirements, prevailing wage requirements, and public works bonding requirements) are triggered, Tenant shall cause all such requirements to be fully complied with at Tenant's sole cost and expense. Any failure by Tenant to cause all such applicable requirements to fully complied with shall be a material breach of this Lease. Tenant shall at its sole cost and expense strictly comply with all existing or future applicable municipal, state, and federal, and other governmental statutes, rules, requirements, regulations, laws, and ordinances, including zoning ordinances and regulations, and covenants, easements and restrictions of record governing and relating to the use, occupancy, or possession of the Premises (collectively "Regulations"). Tenants agrees to comply with all Regulations pertaining to prevailing wage, competitive bidding and public bonding requirements at its sole cost and expense which may be triggered due to this Lease. Tenant shall at its sole cost and expense obtain any and all licenses or permits necessary for Tenant's use of the Premises. Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect and hold Landlord harmless from and against any loss, cost, expense, damage, attorneys' fees or liability arising out of the failure of Tenant to comply with any Regulation. Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or earlier termination of this Lease.

(d) **City Municipal Powers.** The Landlord is entering into this Lease in its proprietary capacity, and not in its regulatory or governmental capacity. Nothing in this Lease shall be construed as restraining, impairing, or restricting the City in its regulatory capacity, or granting any rights upon the Tenant with respect to the use, occupancy, or operation of the Premises in a manner inconsistent with California or federal law. This Lease does not grant any development rights upon the Tenant with respect to the Premises and any such development shall be subject to all applicable provisions of the Lone Municipal Code.

Section 8. Title to Buildings and Improvements

(a) Title to all buildings, structures and improvements that now or may from time to time constitute a part of the Premises, including all fixtures that are now, or may from time to time be, used, or intended to be used in connection with the Premises, shall be and remain in Tenant until the expiration or termination of this Lease. Landlord and Tenant expressly acknowledge that, attendant to the transfer of title to existing improvements, Tenant shall succeed to the position of Landlord under any existing leases for premises within such improvements, if any. Upon the expiration or termination of this Lease, title to all such property, buildings, structures and improvements and all such fixtures shall pass to and vest in Landlord without cost or charge to it. At Landlord's option, Landlord may require Tenant to remove some or all of the same within a reasonable time after the expiration of the Term. The aforementioned title transfer is not intended to apply to Tenant's trade fixtures or unattached personal property.

(b) Tenant, on expiration or termination of this Lease, shall execute and deliver any and all deeds, bills of sale, assignments, and other documents reasonably necessary or appropriate to transfer, to evidence or to vest in Landlord clear title to any of the property described in the foregoing subsection (a) located on the Premises at the time of such termination.

(c) Tenant, in addition, shall deliver to Landlord on termination of this Lease originals or certified copies of any plans, reports, contracts or other items relating to the ownership or operation of the Premises.

Section 9. Permits, Licenses, Etc.

Landlord will from time to time during the Term execute and deliver all applications for permits, licenses or other authorizations relating to the Premises required by any municipal, county, state, or federal authorities, or required in connection with the construction, reconstruction, repair or alteration of any buildings or improvements now or hereafter constituting a part of the Premises. Landlord will from time to time during the Term execute, acknowledge and deliver any and all instruments required to grant rights-of-way and easements in favor of municipal and other governmental authorities or public utility companies incident to the installation of water lines, fire hydrants, sewers, electricity, telephone, gas, steam, and other facilities and utilities reasonably required for the use and occupancy of the Premises. Tenant shall reimburse Landlord for any out-of-pocket sum paid by Landlord in respect of the matters specified in this Section 9. With respect to applications filed or made by Tenant to Landlord, Landlord shall only charge for expenses incurred with third-party consultants and will not charge for internal staff time or overhead.

Section 10. Repairs, Governmental Regulations and Waste

(a) Tenant shall, during the Term, at its own cost and expense and without any cost or expense to Landlord:

(i) Keep and maintain all buildings and improvements now or hereafter located on the) and all appurtenances thereto in good and neat order and repair and shall allow no nuisances to exist or be maintained therein. Tenant shall likewise keep and maintain the grounds, sidewalks, roads and parking, and landscaped areas in good and neat order and repair. Landlord shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Premises or any buildings or improvements now or hereafter located thereon, and Tenant hereby expressly waives all right to make repairs at Landlord's expense under sections 1941 and 1942 of the California Civil Code, or any amendments thereof; and

(ii) Comply with and abide by all, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Premises, all buildings and improvements now or hereafter located thereon, or any activity or condition on or in the Premises.

(b) Tenant agrees that it will not commit or permit waste upon the Premises other than to the extent necessary for the removal of any buildings or improvements upon the Premises or for the purpose of constructing and erecting thereon other buildings and improvements in accordance with the rights set forth in Section 11, below.

Section 11. Improvements, Changes, Alterations, and Replacement

(a) Tenant shall have the right at any time and from time to time during the Term to make such improvements to the Premises and such changes and alterations, structural or otherwise, to any buildings, improvements, fixtures and equipment now or hereafter located on the Property, including buildings and improvements now or hereafter located on the Property and replacement thereof, as Tenant shall deem necessary or desirable.

(b) Tenant shall proceed with due diligence and in a commercially reasonable manner to complete any construction on the Premises when and if Tenant chooses to engage in such activity.

(c) Any improvements, changes and alterations (other than changes or alterations of movable trade fixtures and

equipment or improvements, changes or alterations involving costs less than Ten Thousand Dollars (\$10,000)) pursuant to subsection (a) above shall be undertaken in all cases subject to the following additional conditions which Tenant covenants to observe and perform:

(i) No improvement, change or alteration, and no replacements shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction, and Landlord agrees to join in the application for such permits or authorizations whenever such action is necessary.

(ii) All work done in connection with any improvement, change, alteration or replacement shall be done promptly and in a good and workmanlike manner and in compliance with all laws, ordinances, orders, rules, regulations and requirements of all state and municipal governments and the appropriate departments, commissions, boards and officers thereof. All such work shall be at the sole cost and expense of Tenant.

(iii) In addition to the insurance coverage referred to in Section 16 below, Workers' Compensation Insurance covering all persons employed in connection with the work and with respect to whom death or injury claims could be asserted against Landlord, Tenant or the Premises, if legally required, and a general liability policy coverage, naming Landlord as additional insured with limits of not less than One Million Dollars (\$1,000,000), shall be maintained by Tenant, at Tenant's sole cost and expense, at all times when any work is in process in connection with any improvement, change, alteration or replacement. All such insurance shall be obtained and kept in force as otherwise provided in Section 16 below.

(d) Landlord and Tenant shall reasonably cooperate with respect to the application for and execution of any grant funding that may be available for the maintenance or improvement of the Premises. Such cooperation includes the production and execution of grant applications and the administration of such grants in full compliance with federal, state, and local law.

Section 12. Damage or Destruction

No loss or damage by fire or other cause required to be insured against hereunder resulting in either partial or total destruction of any building, structure, or other improvement on the Property, shall operate to terminate this Lease, or to relieve or discharge Tenant from the payment of rents or amounts payable as rent as they become due and payable, or from the performance and observance of any of the agreements, covenants and conditions herein contained on the part of Tenant to be performed and observed. Tenant hereby waives the provisions of subsection 2 of section 1932 and subsection 4 of section 1933 of the California Civil Code, as amended from time to time.

Section 13. Assignment and Subletting

(a) This Lease has been negotiated to be and is granted as an accommodation to Tenant. Accordingly, this Lease is personal to Tenant, and Tenant's rights granted hereunder do not include the right to assign this Lease or sublease. Tenant shall not assign or pledge this Lease or sublet the Premises or any part thereof, whether voluntarily, or by operation of law, or permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant, or suffer or permit any such assignment, pledge, subleasing, or occupancy, without Landlord's prior written consent.

(b) If Tenant is a corporation, a transfer of corporate shares by sale, assignment, bequest, inheritance, operation of law, or other disposition (including such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency, or other proceedings) resulting in a change in the present control of such corporation or any of its parent corporations by the person or persons owning a majority of said corporate shares, shall constitute an assignment for purposes of this Lease.

(c) If Tenant is a partnership, joint venture, unincorporated limited liability company, or other unincorporated business form, a transfer of the interest of persons, firms, or entities responsible for managerial control of Tenant by sale, assignment, bequest, inheritance, operation of law, or other disposition, so as to result in a change in the present control of said entity and/or of the underlying beneficial interests of said entity and/or a change in the identify of the persons responsible for the general credit obligations of said entity shall constitute an assignment for all purposes of this Lease.

(d) No assignment or subletting by Tenant, permitted or otherwise, shall relieve Tenant of any obligation under this Lease or any guarantor of this Lease of any liability under its guaranty or alter the primary liability of the Tenant named herein for the payment of rent or for the performance of any other obligations to be performed by Tenant. Any assignment or subletting which conflicts with the provisions hereof shall be void.

Section 14. Fire and Extended Coverage and Liability Insurance

(a) During the period of the construction of any improvements upon the Property, if any, Tenant shall at its sole expense, obtain and keep in force builder's risk insurance, insuring Tenant, Landlord, Lender (if applicable), and such other parties as Tenant may designate as an additional insured hereunder, against all risks of physical loss and/or damage from any cause (exclusive of earthquake and subject to usual policy exclusions) to all buildings, structures, materials and real property to be improved, located on or forming a part of the Premises under improvement.

(b) Tenant shall and at its sole expense, obtain and keep in force during the Term, after substantial completion of any improvements upon the Premises, fire and extended coverage insurance (excluding earthquake insurance) naming Landlord, Lender (if applicable), and such other parties as Tenant may designate, as additional insureds thereunder, in the customary form in Amador County for buildings and improvements of similar character, on all buildings and improvements located on the Premises, and on all machinery, furniture, fixtures and equipment located therein. The amount of such insurance at all times during the Term shall not be less than ninety percent (90%) of the actual replacement cost of such buildings and improvements, machinery, furniture, fixtures and equipment. The actual replacement cost of such buildings and improvements shall be determined by mutual agreement of Landlord and Tenant at the time the fire and extended coverage insurance is initially taken out and periodically over time as to increases in value, and in the event the parties cannot agree as to such actual replacement cost, such disagreement shall be submitted to arbitration in the manner provided by Section 30 hereof.

(c) Tenant shall, at its sole expense, obtain and keep in force during the Term general liability insurance with limits of not less than One Million Dollars (\$1,000,000) for injury to or death of any number of persons in one occurrence, and not less than One Million Dollars (\$1,000,000) for damage to property, insuring against any and all liability of Landlord and Tenant including, without limitation, coverage for contractual liability, broad form property damage, personal injury, and non-owned automobile liability, with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and insurance on all boilers and other pressure vessels, whether fired or unfired, located in, on, or about the Premises, without exclusion for explosion, collapse and underground damage, in an amount not less than One Million Dollars (\$1,000,000). All of such insurance shall insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and damage to property set forth in Section 18(b) hereof. All of such insurance shall be noncontributing with any insurance that may be carried by Landlord and shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to Landlord, its agents and employees, or the property of such persons.

(d) Tenant shall, at its sole expense, obtain and keep in force during the Term public entity liability insurance with limits of not less than One Million Dollars (\$1,000,000) for Public entity's premises and operations within the premises and around the premises, bodily injury, personal injury, and property damage, insuring against any and all liability of Landlord and Tenant including, without limitation, coverage for contractual liability, broad form property damage, personal injury, and non-owned automobile liability, with respect to the Premises or arising out of the maintenance, use or occupancy thereof. All of such insurance shall insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and damage to property set forth in Section 18(b) hereof. All of such insurance shall be noncontributing with any insurance that may be carried by Landlord and shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to Landlord, its agents and employees, or the property of such persons.

(e) Tenant may in its sole discretion obtain and keep in force during the Term business interruption insurance covering the parties against business loss from the casualties embraced in the extended coverage policy (excluding earthquake insurance). The proceeds of such insurance shall be allocated among Lender, Landlord and Tenant as their interests appear; provided that it is the intention of the parties that Landlord share in such proceeds to the extent that they represent monies otherwise payable to Landlord under this Lease

(f) Tenant agrees that each such policy of fire and extended coverage insurance and all other policies of insurance on the Premises obtained by Tenant, whether required by the provisions of this Lease or not, shall be made expressly subject to the provisions of Section 18(b) and all Tenant's insurers hereunder shall waive any right of subrogation against Landlord to the extent such insurers permit.

(g) All insurance provided for in this Section 16 and Section 11(b)(iii), and all renewals thereof, shall be issued by companies rated at least A-15 by Best's the Insurance Reports (Property Liability) or approved by Landlord and any Lender. All insurance policies shall be subject to approval by Landlord and Lender as to form and substance and shall expressly provide that such policies, except for the boiler insurance specified in subsection (c) above, shall not be cancelled or altered without thirty days' prior written notice to Landlord and Lender. The limits and coverage of all

such insurance shall be adjusted by agreement of Landlord and Tenant during every fifth Lease Year during the Term in conformity with the then prevailing custom of insuring property similar to the Premises in Amador County and any disagreement regarding such adjustment shall be settled by arbitration in the manner provided in Section 30 hereof. Upon the issuance thereof, each insurance policy or a duplicate or certificate thereof shall be delivered to Landlord and Lender. Nothing herein shall be construed to limit the right of Lender to cause Tenant to carry or procure other insurance covering the same or other risks in addition to the insurance specified in this Lease.

(h) All amounts that shall be received under any insurance policy specified in subsections (a) and (b) above shall be first applied to the payment of the cost of repair, reconstruction or replacement of any buildings or improvements, or furniture, fixtures, equipment and machinery, that is damaged or destroyed. Any amount remaining from the proceeds of any such insurance funds, after the repairing, reconstructing and replacing of any buildings or improvements, or furniture, fixtures, equipment and machinery, as herein required, shall be immediately paid to and be the sole property of Tenant; provided that, if any governmental law or regulation governing land use prohibits the restoration or reconstruction of the buildings or improvements damaged or destroyed to their pre-casualty state, any excess insurance proceeds over restoration or reconstruction costs that are the consequence of such prohibition shall be allocated pursuant to the priorities set forth in Section 19(a)(i) and (ii) below. If said insurance proceeds shall be insufficient in amount to cover the cost of repairing, reconstructing or replacing any buildings or improvements, or furniture, fixtures, equipment and machinery, as herein required, Tenant shall be responsible for any shortfall.

Section 15. Mechanics' and Other Liens

Tenant shall promptly discharge or remove by bond or otherwise prior to foreclosure thereof, any and all mechanics', materialmen's and other liens for work or labor done, services performed, materials, appliances, teams or power contributed, used or furnished to be used in or about the Premises for or in connection with any operations of Tenant, any alterations, improvements, repairs or additions which Tenant may make or permit or cause to be made, or any work or construction by, for or permitted by Tenant on or about the Premises, as well as for any liens on personal property or brought about by the Uniform Commercial Code (UCC), and to save and hold Landlord and all of the Premises and all buildings and improvements thereon free and harmless of and from any and all such liens and claims of liens and suits or other proceedings pertaining thereto. Tenant covenants and agrees to give Landlord written notice not less than twenty (20) days in advance of the commencement of any construction, alteration, addition, improvement or repair costing in excess of Twenty-five Thousand Dollars (\$25,000) in order that Landlord may post appropriate notices of Landlord's non-responsibility.

Section 16. Indemnity

(a) Tenant shall indemnify, protect, defend (at Tenant's sole cost and with legal counsel acceptable to Landlord) and hold harmless, Landlord and Landlord's affiliated entities, and each of their respective members, managers, partners, officers, employees, council members, board members, lenders, agents, contractors, successors and assigns from and against any and all claims, judgments, causes of action, damages, penalties, costs liabilities, and expenses, including all court costs and attorney's fees, arising at any time during or after Term, as a result (directly or indirectly) of or in connection with (i) default in the performance of any Obligation on Tenant's part to be performed under the terms of this Lease, or (ii) Tenant's use of the Premises, the conduct of Tenant's business or any activity, work or thing done, permitted or suffered by Tenant or Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, or assignees (individually, a "Tenant Party" and collectively, "Tenant's Parties") in or about the Premises, structures on the Premises, or other portions of the Premises except as provided by law or for claims caused solely by Landlord's gross negligence or willful misconduct. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Licensee pursuant to the provisions of this Lease to the extent such policies cover the results of negligent acts or omissions of Landlord, its employees, agents, contractors, council members, board members, and officers or the failure of Landlord to perform any of its obligations under this Lease. The obligations of Tenant under this Section 18 shall survive the termination or earlier expiration of this Lease.

(c) In the event of a CEQA Lawsuit brought against the Tenant or Landlord for the property, the lease shall terminate unless Tenant agrees to indemnify, defend, hold and save Landlord free and harmless of, from, and against any claims rising out of the CEQA lawsuit. In such an event that the lease terminates, neither party will be found in breach of the lease agreement.

(d) Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to the Premises and its property including but not limited to, Tenant's fixtures, equipment, furniture and alterations, or illness or injury to persons in, upon or about the Premises, arising from any cause, and Tenant hereby expressly releases Landlord and waives all claims in respect thereof against Landlord, except only such claims as are caused solely by Landlord's gross

negligence or willful misconduct.

Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the property of Tenant, or injury to or illness or death of Tenant or any Tenant Party or any other person in or about the Premises, whether such damage, illness or injury is caused by fire, steam, electricity, gas, water or rain, or from the breakage, leakage, or other defects of sprinklers, wires, appliances, ventilation, plumbing, air conditioning or lighting fixtures, or from any other cause, and whether said damage, illness or injury results from conditions arising upon the Premises, upon other portions of structures on the Premises, or from other sources or places, regardless of whether the cause of such damage, illness or injury or the means of repairing the same is inaccessible to Tenant, except only damage, illness or injury caused solely by Landlord's gross negligence or willful misconduct.

Landlord shall not be liable for any damages arising from any action, inaction, or neglect by any contractor or other tenant, if any, of the structures on the Premises, or Landlord's failure to enforce the terms of any agreements with parties other than Tenant.

Section 17. Eminent Domain

(a) If the whole of the Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term, or if a substantial portion of the Premises should be taken so as to materially impair the use of the Premises contemplated by Tenant, and thereby frustrate Tenant's purpose in entering into this Lease, then, in either of such events, this Lease shall terminate at the time of such taking. In such event, all compensation and damages payable shall be the sole property of the Landlord. Tenant shall have no claim against Landlord or otherwise for any sums paid by virtue of such proceedings, whether or not attributable to the value of any unexpired portion of this Lease, except as expressly provided in this Lease.

Section 18. Landlord's Right of Inspection

Except in emergencies where no such notice shall be required, Landlord may, upon five-day notice to Tenant, enter upon the Property for the purpose of inspecting the buildings or improvements now or hereafter located thereon and for such other purposes as may be necessary or proper for the reasonable protection of its interests. This provision shall not extend to Landlord's city code enforcement agents or officers, who shall retain a right to inspect the property as required and authorized by the City of Ione Municipal Code.

Section 19. Tenant's Defaults and Landlord's Remedies

(a) It shall be an event of default hereunder (each an "Event of Default") if (i) default shall be made by Tenant in the punctual payment of any rent or other moneys due hereunder and shall continue for a period of thirty (30) days after written notice thereof to Tenant; (ii) default shall be made by Tenant in the performance or observance of any of the other agreements, covenants or conditions of this Lease on the part of Tenant to be performed and observed and such default shall continue for a period of thirty (30) days after written notice thereof to Tenant, or, in the case of a default which cannot be cured by the payment of money and cannot be cured within thirty (30) days, shall continue for an unreasonable period after such written notice; (iii) Tenant shall abandon the Premises; (iv) Tenant shall admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation under any law or statute of the federal government or any state government or any subdivision of either now or hereafter in effect, make an assignment for the benefit of its creditors, consent to, or acquiesce in the appointment of a receiver of itself or of the whole or any substantial part of the Premises; (v) a court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver of Tenant or of the whole or any substantial part of the Premises, and such order, judgment or decree shall not be vacated, set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree, or a stay thereof be thereafter set aside; (vi) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Tenant under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation law or statute of the Federal government or any state government or any subdivision of either now or hereafter in effect, and such order judgment or decree shall not be vacated, set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree, or a stay thereof be thereafter set aside; (vii) under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of Tenant or of the whole or any substantial part of the Premises, and such custody or control shall not be terminated within sixty (60) days from the date of assumption of such custody or control, or (viii) Tenant dissolves or no longer exists as a legal entity. Upon the occurrence of any Event of Default by Tenant hereunder, Landlord shall have the following rights and remedies, in addition to all other rights and remedies of Landlord provided hereunder or by law:

- (i) The right to terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises, and pay to Landlord all rent and all other amounts payable by Tenant hereunder to the date of such termination;
- (ii) The remedies described in Civil Code Section 1951.2, including, without limitation, the right to recover the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided, as computed pursuant to subdivision (b) of section 1951.2 of the California Civil Code;
- (iii) The remedies described in Civil Code section 1951.4, including, without limitation, the right to collect, by suit or otherwise, each installment of rent or other sums that become due hereunder, or to enforce, by suit or otherwise, performance or observance of any agreement, covenant or condition hereof on the part of Tenant to be performed or observed; or
- (iv) The right to cause a receiver to be appointed in any action against Tenant to take possession of the Premises or to collect the rents or profits therefrom. Neither appointment of such receiver nor any other action taken by Landlord shall constitute an election on the part of Landlord to terminate this Lease unless written notice of termination is given to Tenant.

Section 20. Nonwaiver

If any action or proceeding is instituted or if any other steps are taken by Landlord or Tenant, and a compromise part payment or settlement thereof shall be made, either before or after judgment, the same shall not constitute or operate as a waiver by Landlord or Tenant of any agreement, covenant or condition of this Lease or of any subsequent breach thereof. No waiver of any default under this Lease shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege, or option under this Lease shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege, or option hereunder. No waiver of any provision hereof by Landlord or Tenant shall be deemed to have been made unless and until such waiver shall have been reduced to writing and signed by Landlord or Tenant, as the case may be. The receipt by Landlord of rent with knowledge of any default under this Lease shall not constitute or operate as a waiver of such default. Payment by Tenant or receipt by Landlord of a lesser amount than the stipulated rent or other sums due Landlord shall operate only as a payment on account of such rent or other sums. No endorsement or statement on any check or other remittance or in any communication accompanying or relating to such payment shall operate as a compromise or accord and satisfaction unless the same is approved in writing by Landlord, and Landlord may accept such check, remittance or payment without prejudice to its right to recover the balance of any rent or other sums due by Tenant and pursue any remedy provided under this Lease or by law.

Section 21. No Merger

(a) There shall be no merger of the leasehold estate created by this Lease with any other estate in the Premises, including the fee estate, by reason of the fact that the same person may own or hold the leasehold estate created by this Lease, or an interest in such leasehold estate, and such other estate in the Premises, including the fee estate, or any interest in such other estate; and no merger shall occur unless and until Landlord, Tenant and any Lender shall join in a written instrument effecting such merger and shall duly record the same.

(b) No termination of this Lease shall cause a merger of the estates of Landlord and Tenant, unless Landlord so elects and any such termination shall, at the option of Landlord, either work a termination of any sublease in effect or act as an assignment to Landlord of Tenant's interest in any such sublease.

Section 22. No Partnership

It is expressly understood and agreed that Landlord does not, in any way or for any purpose by executing this Lease, become a partner of Tenant in the conduct of Tenant's business, or otherwise, or a joint venturer or a member of a joint enterprise with Tenant.

Section 23. Covenants Run With Land

(a) The agreements, covenants and conditions in this Lease contained are and shall be deemed to be covenants running with the land and the reversion and shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns and all subsequent Landlords and Tenants respectively hereunder.

(b) All references in this Lease to "Tenant" or "Landlord" shall be deemed to refer to and include successors and

assigns of Tenant or Landlord, respectively, without specific mention of such successors or assigns.

Section 24. Notices

Except as otherwise provided hereunder; any notice or communication to Landlord, Tenant or Lender shall be in writing and be mailed by US mail, or sent via nationally recognized overnight delivery service (e.g. FedEx). Notices or communications shall be addressed to Landlord at: 1 E. Main Street, Ione, California 95640 or such other address or addresses as Landlord shall from time to time designate, or to such agent of Landlord as it may from time to time designate, by notice in writing to Tenant. Notices or communications shall be addressed to Tenant at: 23195 Roden Lane, Pioneer, California 95666 or such other address or addresses as Tenant shall from time to time designate, or to such agent of Tenant as it may from time to time designate, by notice in writing to Landlord. Notices or communications to Lender shall be addressed to Lender at such address as Lender shall from time to time designate by notice in writing to Landlord. Any notice mailed in the manner above set forth shall be deemed to have been received unless returned to the sender by the post office or other carrier.

Section 25. Limitation of Landlord's Liability

In the event of any transfer of Landlord's interest in this Lease, the Landlord herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved from and after the date of such transfer of all personal liability for the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed; provided, however, that any funds in the hands of Landlord or the then transferor at the time of such transfer, in which Tenant has an interest shall be turned over to the transferee and any amount then due and payable to Tenant by Landlord or the then transferor under any provision of this Lease shall be paid to Tenant; and provided, further, that upon any such transfer, the transferee shall expressly assume, subject to the limitations of this Section 27, all of the agreements, covenants and conditions in this Lease to be performed on the part of Landlord, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord shall, subject as aforesaid, be binding on each Landlord, its successors and assigns, only during its period of ownership.

Section 26. Estoppel Certificates

(a) Tenant, as the case may be, will execute, acknowledge and deliver to the other and/or to Lender, promptly upon request, its certificate certifying (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications), (ii) the dates, if any, to which the Minimum Rent, Percentage Rent, and other monetary obligations have been paid, (iii) whether there are then existing any charges, offsets or defenses against the enforcement by Landlord of any agreement, covenant or condition hereof on the part of Tenant to be performed or observed (and, if so, specifying the same), and (iv) whether there are then existing any defaults by Tenant in the performance or observance by Tenant of any agreement, covenant or condition hereof on the part of Landlord or Tenant to be performed or observed and whether any notice has been given to Tenant of any default which has not been cured (and, if so, specifying the same). Any such certificate may be relied upon by a prospective purchaser, mortgagee or trustee under a deed of trust for the Premises or any part thereof.

(b) Failure by Tenant to execute and delivery such certificate shall constitute an acceptance of the Premises and acknowledgement by Tenant that the statements included are true and correct without exception. Tenant agrees that if Tenant fails to execute and deliver such certificate within such ten (10)-day period, Landlord may execute and deliver such certificate on Tenant's behalf and that such certificate shall be binding on Tenant. Landlord and Tenant intend that any statement delivered pursuant to this section may be relied upon by any mortgagee, beneficiary, purchaser, or prospective purchaser of Premises or interest therein. The Parties agree that Tenant's obligation to furnish such estoppel certificates in a timely fashion is a material inducement for Landlord's execution of this Lease, and shall be an event of default if Tenant fails to fully comply or makes any material misstatement in any such certificate.

Section 27. Holding Over

This Lease shall terminate without further notice upon the expiration of the Term, or any extension thereof, and any holding over by Tenant after the expiration of the Term shall not constitute a renewal hereof or give Tenant any rights hereunder or in or to the Premises, except as otherwise herein provided, it being understood and agreed that this Lease cannot be renewed, extended or in any manner modified except in writing signed by Landlord and Tenant.

Section 28. Late Charge

Tenant acknowledges that Tenant's failure to pay any installment of Rent, or any other amounts due under this Lease

as and when due may cause Landlord to incur costs not contemplated by Landlord when entering into this Lease, the exact nature and amount of which would be extremely difficult and impracticable to ascertain. Accordingly, if any installment of Rent or any other amount due under the Lease is not received by Landlord as and when due, then, without any notice to Tenant, Tenant shall pay to Landlord an amount equal to five (5) percent of the past due amount, which the parties agree represents a fair and reasonable estimate of the costs incurred by Landlord as a result of the late payment by Tenant.

Section 29. Default Interest

In the event that Tenant shall fail to pay any amount of Rent, or any other monetary obligations owed to Landlord hereunder within thirty (30) days of the date that such amounts are due and payable, Tenant shall pay to Landlord, in addition to such amounts, interest thereon at eight (8) percent, from the first day of the month in which such monetary obligation was payable to the date of actual payment thereof by Tenant to Landlord.

Section 30. Severability

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Lease, but this Lease shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

Section 31. Time of the Essence

Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.

Section 32. Consents

Whenever in this Lease the consent or approval of either Landlord or Tenant is required or permitted, the party requested to give such consent or approval will act promptly and will not unreasonably withhold its consent or approval.

Section 33. Short Form of Lease

Contemporaneously with the execution of this Lease, Landlord and Tenant will execute and acknowledge for recordation in the Official Records of the County of Amador a Memorandum of Agreement or other instrument sufficient to provide constructive or inquiry notice of this Lease. Recordation of this memorandum shall be the responsibility and in the sole discretion of Tenant.

Section 34. Specific Enforcement

In the event that Tenant exercises its option to purchase the Premises from Landlord on the terms and conditions set forth in Section 5 hereof, Landlord and Tenant intend that Tenant's rights under such Section shall be specifically enforceable, without limitation on the right of Tenant to resort to any other remedy available at law.

Section 35. Attorney Fees

If Landlord places the enforcement of this Lease, or any part thereof, or the collection of any Rent due, or to become due hereunder, or recovery of possession of the Premises in the hands of an attorney, Tenant shall pay to Landlord, upon demand, Landlord's reasonable attorneys' fees and court costs, whether incurred without trial, at trial, appeal, or review. In the event of any action or proceeding at law or in equity between Landlord and Tenant to enforce any provision of this Lease or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees, incurred therein by such prevailing party, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment.

Section 36. Integration

This instrument constitutes the entire agreement between Landlord and Tenant with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written. This Lease may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Landlord, Tenant and, if required by any Lender, by Lender.

Section 37. Rent

All monetary obligations of Tenant to Landlord under the Lease, including but not limited to the rent, shall be deemed rent.

Section 38. Amendments

This Lease may be modified only in writing and only if signed by the parties at the time of the modification.

Section 39. Governing Law

This Lease shall be governed by and construed in accordance with the laws of the State of California. This Lease is made and is to be performed in Amador County, California, which shall be the exclusive venue for any dispute arising hereunder. The parties expressly waive any right they may have to bring or remove an action in federal court.

Section 40. Big Red Barn Donation Surrender

Within thirty days of the Commencement Date, Landlord shall surrender any remaining funds donated for the improvement of the Premises to the charity otherwise known as the Big Red Barn.

IN WITNESS WHEREOF, the parties have executed this Lease and agree to be bound by its terms.

LANDLORD:

By: _____
Name: _____
Its: _____

TENANT:

By: _____
Name: _____
Its: _____

EXHIBIT A
(Legal Description of the Property)



CITY OF IONE
IONE, CA 95640

G.4.

DATE: SEPTEMBER 5, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JODI STENECK, FINANCE MANAGER

SUBJECT: REVISION TO SALARY SCHEDULE FOR ACCOUNT CLERK

RECOMMENDED ACTION:

Approve a revision to the FY 2023-24 Salary Schedule for Account Clerk.

FISCAL IMPACT:

The overall impact is a decrease of \$5,434 to the current budget.

BACKGROUND:

The City Council approved the current FY 2023-24 Salary Schedule at the August 1, 2023 City Council meeting. The Account Clerk position is a part-time (19 hours per week) with the current Salary Schedule has a Step 1 hourly rate of \$24.50.

DISCUSSION:

The job duties do not necessitate an hourly rate of \$24.50 and an hourly rate of \$19.00 for Step 1 is more reflective of the duties that will be performed. We are currently advertising for the Account Clerk position with a starting range of \$19.00.

ATTACHMENTS:

- A. Resolution 2023-**
- B. FY 2023-24 Salary Schedule revised 9-5-2023

C.4. A.

RESOLUTION 2023-***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE ADOPTING A
SALARY SCHEDULE REVISION FOR THE 2023-2024 FISCAL YEAR**

WHEREAS, the City Council of the City of Ione has reviewed the projected revenues and expenditures for the 2023-24 fiscal year: and

WHEREAS, the City Council has adopted a salary schedule for its employees; and

WHEREAS, City staff has determined that the Account Clerk Salary Schedule should be revised to a lower rate that is reflective of the duties to be performed.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Ione adopt the following salary schedule revision for Account Clerk:

FY 2023-24 Salary Schedule

Position Title		Step 1	Step 2	Step 3	Step 4	Step 5
Account Clerk	Annual	\$ 39,520.00	\$ 41,496.00	\$ 43,570.80	\$ 45,749.34	\$ 48,036.81
	Monthly	\$ 3,293.33	\$ 3,458.00	\$ 3,630.90	\$ 3,812.45	\$ 4,003.07
	Bi-Weekly	\$ 1,520.00	\$ 1,596.00	\$ 1,675.80	\$ 1,759.59	\$ 1,847.57
	Hourly	\$ 19.00	\$ 19.95	\$ 20.95	\$ 21.99	\$ 23.09

The foregoing resolution was duly passed introduced and adopted by the City Council of the City of Ione at their regular meeting held on September 5, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Stacy Rhoades, Mayor

Attest:

Janice Traverso, City Clerk

C.H.B.



City of
IONE California
The Castle City, Gateway to the Motherlode

Adopted:
Resolution:
Approval Date:
Effective Date:

XX/XX/2023
2023-XX
9/4/2023
9/4/2023

FY 2023-24 Salary Schedule

Position Title		Step 1	Step 2	Step 3	Step 4	Step 5
Account Clerk	Annual	\$ 39,520.00	\$ 41,496.00	\$ 43,570.80	\$ 45,749.34	\$ 48,036.81
	Monthly	\$ 3,293.33	\$ 3,458.00	\$ 3,630.90	\$ 3,812.45	\$ 4,003.07
	Bi-Weekly	\$ 1,520.00	\$ 1,596.00	\$ 1,675.80	\$ 1,759.59	\$ 1,847.57
	Hourly	\$ 19.00	\$ 19.95	\$ 20.95	\$ 21.99	\$ 23.09
Administrative Analyst I	Annual	\$ 64,404.00	\$ 67,624.20	\$ 71,005.41	\$ 74,555.68	\$ 78,283.46
	Monthly	\$ 5,367.00	\$ 5,635.35	\$ 5,917.12	\$ 6,212.97	\$ 6,523.62
	Bi-Weekly	\$ 2,477.08	\$ 2,600.93	\$ 2,730.98	\$ 2,867.53	\$ 3,010.90
	Hourly	\$ 30.96	\$ 32.51	\$ 34.14	\$ 35.84	\$ 37.64
Administrative Analyst II	Annual	\$ 67,624.00	\$ 71,005.20	\$ 74,555.46	\$ 78,283.23	\$ 82,197.39
	Monthly	\$ 5,635.33	\$ 5,917.10	\$ 6,212.96	\$ 6,523.60	\$ 6,849.78
	Bi-Weekly	\$ 2,600.92	\$ 2,730.97	\$ 2,867.52	\$ 3,010.89	\$ 3,161.44
	Hourly	\$ 32.51	\$ 34.14	\$ 35.84	\$ 37.64	\$ 39.52
Administrative Analyst III	Annual	\$ 71,005.00	\$ 74,555.25	\$ 78,283.01	\$ 82,197.16	\$ 86,307.02
	Monthly	\$ 5,917.08	\$ 6,212.94	\$ 6,523.58	\$ 6,849.76	\$ 7,192.25
	Bi-Weekly	\$ 2,730.96	\$ 2,867.51	\$ 3,010.89	\$ 3,161.43	\$ 3,319.50
	Hourly	\$ 34.14	\$ 35.84	\$ 37.64	\$ 39.52	\$ 41.49
Administrative Analyst (PD Extra Helppar Hourly		\$ 27.00	\$ 28.35	\$ 29.77	\$ 31.26	\$ 32.82
Administrative Assistant adjusted for alignment	Annual	\$ 57,616.00	\$ 60,496.80	\$ 63,521.64	\$ 66,697.72	\$ 70,032.61
	Monthly	\$ 4,801.33	\$ 5,041.40	\$ 5,293.47	\$ 5,558.14	\$ 5,836.05
	Bi-Weekly	\$ 2,216.00	\$ 2,326.80	\$ 2,443.14	\$ 2,565.30	\$ 2,693.56
	Hourly	\$ 27.70	\$ 29.09	\$ 30.54	\$ 32.07	\$ 33.67
Assistant Fire Chief (stipend)	Annual					\$ 4,348.26
	Monthly					\$ 362.36
	Bi-Weekly					
	Hourly					
Building Official/ Code Enforcement Officer	Annual	\$ 74,900.00	\$ 78,645.00	\$ 82,577.25	\$ 86,706.11	\$ 91,041.42
	Monthly	\$ 6,241.67	\$ 6,553.75	\$ 6,881.44	\$ 7,225.51	\$ 7,586.78
	Bi-Weekly	\$ 2,880.77	\$ 3,024.81	\$ 3,176.05	\$ 3,334.85	\$ 3,501.59
	Hourly	\$ 36.01	\$ 37.81	\$ 39.70	\$ 41.69	\$ 43.77
City Council (elected)	Annual					\$ 2,400.00
	Monthly					\$ 200.00
City Manager (contract)	Annual	\$ 135,000.00				\$ 160,000.00
	Monthly	\$ 11,250.00				\$ 13,333.33
	Bi-Weekly	\$ 5,192.31				\$ 6,153.85
	Hourly	\$ 64.90				\$ 76.92
City Treasurer (elected)	Annual					\$ 2,400.00
	Monthly					\$ 200.00
Clerk of the City Council (elected)	Annual					\$ 2,400.00
	Monthly					\$ 200.00
Finance Manager	Annual	\$ 88,400.83	\$ 92,820.87	\$ 97,461.92	\$ 102,335.01	\$ 107,451.76
	Monthly	\$ 7,366.74	\$ 7,735.07	\$ 8,121.83	\$ 8,527.92	\$ 8,954.31
	Bi-Weekly	\$ 3,400.03	\$ 3,570.03	\$ 3,748.54	\$ 3,935.96	\$ 4,132.76
	Hourly	\$ 42.50	\$ 44.63	\$ 46.86	\$ 49.20	\$ 51.66
Fire Captain (stipend)	Annual					\$ 1,863.54
	Monthly					\$ 155.30
	Bi-Weekly					
	Hourly					



XX/XX/2023
2023-XX
9/4/2023
9/4/2023

Fire Department - 2024									
Fire Chief (stipend)	Annual								\$ 24,000.00
increased to 2500/month from 1000	Monthly								\$ 2,000.00
	Bi-Weekly								
	Hourly								
Fire Engineer - Probationary	Annual	\$ 52,416.00	\$ 55,036.80	\$ 57,788.64	\$ 60,678.07	\$ 63,711.98			
	Monthly	\$ 4,368.00	\$ 4,586.40	\$ 4,815.72	\$ 5,056.51	\$ 5,309.33			
	Bi-Weekly	\$ 2,016.00	\$ 2,116.80	\$ 2,222.64	\$ 2,333.77	\$ 2,450.46			
	Hourly	\$ 18.00	\$ 18.90	\$ 19.85	\$ 20.84	\$ 21.88			
Fire Engineer - Non-Probationary	Annual	\$ 63,711.98	\$ 66,897.57	\$ 70,242.45	\$ 73,754.58	\$ 77,442.30			
	Monthly	\$ 5,309.33	\$ 5,574.80	\$ 5,853.54	\$ 6,146.21	\$ 6,453.53			
	Bi-Weekly	\$ 2,450.46	\$ 2,572.98	\$ 2,701.63	\$ 2,836.71	\$ 2,978.55			
	Hourly	\$ 21.88	\$ 22.97	\$ 24.12	\$ 25.33	\$ 26.59			
Fire Fighter (Paid Call/Stipend)	Daily Rate						\$ 100.00		
Fire Marshall (stipend)	Annual						\$ 24,000.00		
	Monthly						\$ 2,000.00		
Maintenance Worker I	Annual	\$ 41,288.00	\$ 43,352.40	\$ 45,520.02	\$ 47,796.02	\$ 50,185.82			
Adjusted step 1	Monthly	\$ 3,440.67	\$ 3,612.70	\$ 3,793.34	\$ 3,983.00	\$ 4,182.15			
	Bi-Weekly	\$ 1,588.00	\$ 1,667.40	\$ 1,750.77	\$ 1,838.31	\$ 1,930.22			
	Hourly	\$ 19.85	\$ 20.84	\$ 21.88	\$ 22.98	\$ 24.13			
Maintenance Worker II	Annual	\$ 52,695.11	\$ 55,329.87	\$ 58,096.36	\$ 61,001.18	\$ 64,051.24			
Adjusted step 1	Monthly	\$ 4,391.26	\$ 4,610.82	\$ 4,841.36	\$ 5,083.43	\$ 5,337.60			
	Bi-Weekly	\$ 2,026.74	\$ 2,128.07	\$ 2,234.48	\$ 2,346.20	\$ 2,463.51			
	Hourly	\$ 25.33	\$ 26.60	\$ 27.93	\$ 29.33	\$ 30.79			
Police Chief	Annual	\$ 126,880.00	\$ 133,224.00	\$ 139,885.20	\$ 146,879.46	\$ 154,223.43			
Adjusted step 1	Monthly	\$ 10,573.33	\$ 11,102.00	\$ 11,657.10	\$ 12,239.96	\$ 12,851.95			
	Bi-Weekly	\$ 4,880.00	\$ 5,124.00	\$ 5,380.20	\$ 5,649.21	\$ 5,931.67			
	Hourly	\$ 61.00	\$ 64.05	\$ 67.25	\$ 70.62	\$ 74.15			
Police Officer (per MOU)	Annual	\$ 64,937.60	\$ 68,184.48	\$ 71,593.70	\$ 75,173.39	\$ 78,932.06			
updated per contract 2%	Monthly	\$ 5,411.47	\$ 5,682.04	\$ 5,966.14	\$ 6,264.45	\$ 6,577.67			
	Bi-Weekly	\$ 2,497.60	\$ 2,622.48	\$ 2,753.60	\$ 2,891.28	\$ 3,035.85			
	Hourly	\$ 31.22	\$ 32.78	\$ 34.42	\$ 36.14	\$ 37.95			
Police Sergeant (per MOU)	Annual	\$ 78,936.00	\$ 82,882.80	\$ 87,026.94	\$ 91,378.29	\$ 95,947.20			
	Monthly	\$ 6,578.00	\$ 6,906.90	\$ 7,252.25	\$ 7,614.86	\$ 7,995.60			
	Bi-Weekly	\$ 3,036.00	\$ 3,187.80	\$ 3,347.19	\$ 3,514.55	\$ 3,690.28			
	Hourly	\$ 37.95	\$ 39.85	\$ 41.84	\$ 43.93	\$ 46.13			
Police Trainee (per MOU)	Annual	\$ 49,920.00	\$ 52,416.00	\$ 55,036.80	\$ 57,788.64	\$ 60,678.07			
	Monthly	\$ 4,160.00	\$ 4,368.00	\$ 4,586.40	\$ 4,815.72	\$ 5,056.51			
	Bi-Weekly	\$ 1,920.00	\$ 2,016.00	\$ 2,116.80	\$ 2,222.64	\$ 2,333.77			
	Hourly	\$ 24.00	\$ 25.20	\$ 26.46	\$ 27.78	\$ 29.17			
Public Works Superintendent	Annual	\$ 74,900.80	\$ 78,645.84	\$ 82,578.13	\$ 86,707.04	\$ 91,042.39			
	Monthly	\$ 6,241.73	\$ 6,553.82	\$ 6,881.51	\$ 7,225.59	\$ 7,586.87			
	Bi-Weekly	\$ 2,880.80	\$ 3,024.84	\$ 3,176.08	\$ 3,334.89	\$ 3,501.63			
	Hourly	\$ 36.01	\$ 37.81	\$ 39.70	\$ 41.69	\$ 43.77			
Temporary/Seasonal	Hourly	\$ 16.00							



Notice of Public Hearing

On September 5, 2023, at 6 p.m. the City Council of the City of Ione will hold a Public Hearing to hear a request from CRP Affordable Housing and Community Development to appeal the payment of 2% of construction costs for Development Site Review Plan fees.

Public comment will also be accepted by email at jtraverso@ione-ca.com. All emails must be received prior to the start of the meeting and will be incorporated into the record. Written comments may also be submitted to the City Clerk, City of Ione, P.O. Box 398, Ione, CA 95640 and must be received not later than 6:00 p.m. Tuesday, September 5, 2023.

Parcel No. 004-030-009

401 Waterman Road

Dated: August 25, 2023



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the City Council of the City of Ione will hold a public hearing at 6:00 p.m. at its regular meeting on Tuesday, September 5, 2023 to amend the Ione Municipal Code, Title 17 Zoning, to adopt the Zoning Code Amendments-Table 17.40.050-1 Project – Parking Requirements by Land Use.

Public Comment will also be accepted by email at jtraverso@ione-ca.com. All emails must be received prior to the start of the meeting and will be incorporated into the record. Written comments may also be submitted to the City Council, City of Ione, P.O. Box 398, Ione, CA 95640 and must be received not later than 6:00 p.m. Tuesday, September 5, 2023.

ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at jtraverso@ione-ca.com. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Dated: Friday, August 25, 2023
Janice Traverso, City Clerk



CITY OF IONE
IONE, CA 95640

I.1.

DATE: SEPTEMBER 5, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: AMY GEDNEY, INTERIM CITY MANAGER

SUBJECT: BUDGET AMENDMENT 1 and ADDITIONAL TASK ORDERS WITH WEST YOST

RECOMMENDED ACTION:

- A. Adopt Resolution 2023-* Authorizing a budget amendment to the fiscal year 2023-2024 operating budget.
- B. Adopt Resolution 2023-* Authorizing the City Manager to execute Task Order 1A with West Yost authorizing the additional expenditure of \$49,800 as an amendment to Task Order 1 to develop the instrument controls.
- C. Adopt Resolution 2023-* Authorizing the City Manager to execute Task Order 3 with West Yost for preliminary design for the Innerconnect Project.
- D. Adopt Resolution 2023-* Authorizing the City Manager to execute Task Order 4 with West Yost for work related to the CDO rescission.

FISCAL IMPACT:

The attached tracking sheet outlines the associated costs to date to West Yost. The proposed change orders are included in the Budget Amendment 1.

BACKGROUND:

In June 2023, the City Council authorized the execution of two Task Orders under a Master Professional Services Agreement with West- Yost. The first Task Order was for a Title 22 Report. The second Task Order was for "As needed engineering support".

As noted in June 2023, the City will need to complete several activities in the next fiscal year related to permitting of the WWTP and COWRF. Additionally, other work also needs to be performed in the coming years.

DISCUSSION:

The attached report, prepared by West Yost outlines a general overview of anticipated work over the next five fiscal years.

ATTACHMENTS

1. Tracking sheet for expenditures to West Yost.
2. Memo from West Yost with attachments.
3. Resolution 2023-2024 for Budget Amendment1.
4. Resolution 2023-2024 for Task Order 1A.
5. Resolution 2023-2024 for Task Order 3.
6. Resolution 2023-2024 for Task Order 4.

Table 1 below outlines the costs of each Task order:

Task Order	Description	Estimated Cost	Approval Date	FY Programmed	Funding Source
1	Title 22 Report	\$152,100	June 20, 2023	2023-2024	3131 – Tertiary Fund
1A	Amendment to do instrument controls	\$ 49,800		2023-2024	3131
2	General on call support	\$ 25,000	June 20, 2023	2023-2024	3111 – Wastewater
3	Innerconnect Preliminary Design	\$ 49,987		2023-2024	3111
4	CDO Recission	\$ 49,500		2023-2024	3111

ATTACHMENTS:

- West Yost Report
- Resolution amending the Budget

The City is cultivating a new vision for its wastewater treatment facilities that will provide for a future where the City can reliably process and reuse its wastewater in a sustainable and environmentally protective manner. With the execution of a thoughtful and comprehensive plan to achieve this vision, the City could also realize the benefits of serving in the role of a strong regional leader – providing wastewater and recycled water solutions that benefit both the City and our regional partners.

At our May 16, 2023 Council meeting, our wastewater consultant from West Yost Associates presented some of the initial tasks that will be required to move the City toward this vision, and the two Task Orders related to these efforts were subsequently authorized by the City Council and initiated in July. This report provides a status update for the Title 22 Engineering Report Task Order that was previously authorized.

This report also presents the recommended timeline for completing all the tasks that will be required to bring the City's facilities into compliance and to clearly define the long-term vision for the City's wastewater facilities. This timeline is provided as Attachment A and each of the tasks included in the timeline are summarized below, presented based on the fiscal year in which the efforts are expected to occur.

Fiscal Year 23/24

1. **Title 22 Report:** The City authorized West Yost to develop a revised Title 22 Engineering Report for the Castle Oaks Water Reclamation Facility (COWRF) and the Castle Oaks golf course in July 2023. On August 8, 2023, the West Yost team conducted a site visit to assess the facilities at the COWRF, the golf course, and the City's Wastewater Treatment Plant (WWTP) facilities. During this visit several key issues were identified that impact the scope and schedule for this project, as follows:
 - a. There is a small irrigation area adjacent to the golf course that the City has identified for inclusion in the Use Area description in the Title 22 Engineering Report. The City is in the process preparing additional details regarding this area that are needed before the mapping and cross-connection efforts can begin. As a result, the mapping effort is expected to be delayed by a few weeks.
 - b. The chlorine contact tank dye tracer test will involve operating the COWRF at its maximum treatment capacity while discharging flows to the WWTP (and away from the golf course). Due to the interruption this would cause with respect to being able to deliver water to the golf course, both the COWRF operations team and the golf course management staff expressed concerns regarding completion of the chlorine contact tank dye tracer test during the irrigation season. Therefore, it was determined that this test will be completed after the irrigation season has ceased, which is expected to be in late October or early November. In the interim period West Yost will work with the Division of Drinking Water (DDW) staff to gain approval of the Dye Tracer protocol.
 - c. Some of the instrumentation and control equipment that was included in the original COWRF design is no longer functioning and/or has been removed. These instrumentation and control facilities will need to be identified, and ultimately implemented, to obtain DDW approval of the Title 22 Engineering Report for the facility. The first step in this process is to define the improvements required and the cost for the required instrumentation and control facility improvements. **West Yost has prepared a request for approval today for an amendment to the Title 22 Engineers Report Task Order to provide for completion of the necessary instrumentation and control system evaluation. This request is included at Attachment B.** Once the improvements are defined, West Yost will engage with DDW to discuss the improvements and the timing for when they can be implemented.
2. **WWTP/COWRF Interconnect Project Preliminary Design.** The City will need to complete design of the interconnect Project by the third quarter of 2024 so that the ARPA grant funds can be obligated (meaning a grant agreement has been executed) by the December 31, 2024 deadline. Similarly, the City will need to complete construction of the interconnect project by the third quarter of 2026 so that the ARPA grant funds can be expended (meaning that all grant funds have been disbursed) by the December 31, 2026 deadline. As documented in previous communications to the City Council, additional Preliminary Design efforts will be needed to assess both the upgrade requirements for the existing effluent pump station and the potential for relying on the City-owned pipeline that connects the Storage Pond 5 to the COWRF to convey flow between the facilities. **West Yost has prepared a proposal for completing Preliminary Design of the Interconnect project. This proposal, which is being proposed for approval today, is included at Attachment C.**
3. **WWTP/COWRF Interconnect Project Design** Once the Interconnect Pipeline Preliminary Design effort is complete, West Yost will prepare a proposal for the design of the preferred facilities. It is currently anticipated that this proposal will be presented to the City Council for approval in the first quarter of 2024.

The fee for this design effort will be defined in the preliminary design phase, and it is expected to range between \$100,000 and \$200,000.

4. **Rescission and Reissuance of the WWTP Cease and Desist Order (CDO).** As documented in previous communications to the City Council, the City will need to pursue the rescission and reissuance of the WWTP CDO as a critical first step in defining what WWTP facilities will be required in the future. As documented on the schedule provided in Attachment A, it is recommended that the City initiate the CDO rescission and reissuance process as quickly as possible - as it is expected that the Regional Board review and approval process could take a year or more to complete. **West Yost has prepared a proposal for providing the support necessary to complete the CDO rescission and reissuance efforts. This proposal, which is being proposed for approval today, is included at Attachment D.**
5. **WWTP Permit Modifications.** As documented in previous communications to the City Council, the City should seek modifications to the current permit for the WWTP that would allow for the use of Pond 5 as part of the treatment process, for discharge from the WWTP to the COWRF, and for discharge of stormwater from the Town Field site during the winter months. As part of the discussions with Regional Board staff regarding the CDO request, West Yost can work with the City and the Regional Board to assess the feasibility of obtaining such modification. Once the current permit modification strategy is clarified, a proposal related to this effort can be developed. It is currently anticipated that this proposal will be presented to the City Council for approval in the third quarter of 2023. The fee for this effort is expected to range between \$25,000 and \$35,000.
6. **Pre-Treatment Requirements for COWRF Dischargers.** As documented in previous communications to the City Council, the primary method of controlling non-domestic discharges to municipal wastewater treatment facilities is through the implementation of EPA's General Pretreatment Regulations (40 CFR 403). These regulations provide a useful guide to developing and implementing an Industrial Pretreatment Program (IPP) to control discharges that may interfere with the City's treatment processes, pass through the treatment processes and impact water quality, affect worker health and safety, or prevent the beneficial use of biosolids. The City can use the structure and components of EPA's General Pretreatment Regulations to develop its program. However, since the City is not formally subject to these regulations, the City would have considerable latitude in defining the scope of the IPP. To ensure that the City has the necessary authority, procedures and tools in place, it is recommended that the IPP include the following elements:
 - Sewer Use Ordinance (SUO) that provides the legal authority to implement a non-domestic waste control program. The SUO would include the general and specific prohibitions in 40 CFR 403; the authority to permit, inspect and monitor non-domestic discharges; the authority to establish water quality requirements; and the authority to take enforcement actions. The SUO process will likely take several months to develop and adopt as it would require input from stakeholders and would have to be adopted by the City through a public process.
 - Implementation Manual that includes procedures for identifying, permitting, inspecting and monitoring non-domestic discharges to the COWRF.
 - Enforcement Response Plan that identifies escalating enforcement actions to ensure that non-domestic discharges comply with the IPP requirements.
 - Establishment of Local Limits that are designed to protect the treatment processes at the COWRF, protect water quality and protect worker health and safety.It is currently anticipated that a request for approval of a Task Order related to support with developing the Pre-Treatment Program will be brought to the Board for consideration in the fourth quarter of 2023. The fee for this effort is expected to range between \$50,000 and \$100,000.
7. **COWRF Instrumentation and Control Improvements.** As noted above, West Yost has prepared for Council approval today a request for an amendment to the Title 22 Engineering Report Task Order to include an evaluation of the required COWRF instrumentation and control facility improvements. This effort will include defining the costs for the necessary improvements. The City should work to complete the improvements as quickly as possible, and it is currently anticipated that a request for approval of a Task Order related to design and installation of the required improvements will be brought to the Board for consideration in the fourth quarter of 2023.

FISCAL YEAR 24/25

8. **Cease and Desist Order Evaluations.** Following the adoption of the new CDO, the City will need to implement a study to evaluate the impacts of naturally occurring conditions that affect iron and manganese concentrations at the site and to determine the appropriate regulatory mechanisms for permitting the WWTP discharges. A key aspect of this effort will be installation of a new monitoring well and implementation of a data collection effort. It is currently anticipated that a request for approval of a Task Order related to completion of the required CDO evaluations will be brought to the Board for consideration in the first quarter of 2025, shortly following adoption of the CDO.

9. **COWRF Permit Adoption.** Once the Title 22 Engineering Report has been approved by DDW and finalized, the City should proceed with obtaining a new permit for the COWRF. A key Regional Board goal of this effort will be to bring the COWRF permitting standards up to current Regional Board standards. A key City goal will be to obtain a new permit that is structured to provide the City will flexibility to obtain flow from any source that meets the City's pretreatment requirements and/or to discharge to any recycled water site pending the approval of future Title 22 Engineering Report supplement documents. Once such a permit is in place, the City will have the flexibility to expand its recycled water project as opportunities arise. It is currently anticipated that a request for approval of a Task Order related to obtaining a new permit for the COWRF will be brought to the Board for consideration near the beginning of FY 24/25.
10. **WWTP Headworks and Influent Pump Station Preliminary Design.** The next most critical treatment facility project following the Interconnect Pipeline and COWRF Instrumentation and Control systems improvements is the construction of a new WWTP headworks and influent pump station. However, given the City's current budget limitations, the City will not likely be able to initiate this project until FY 24/25. Moreover, it is currently envisioned that design and construction of the improvements will not occur until FY 25/26 and FY 26/27, respectively. To facilitate this schedule, it is currently anticipated that a request for approval of a Task Order related to preliminary design of the headworks and pump station will be brought to the Board for consideration in the fourth quarter 2024.

Commented [KG1]: Amy, note the a key reasons for waiting for this effort until next fiscal year is 1) funding and 2) it provides time for the proverbial dust to settle

FISCAL YEAR 25/26

11. **WWTP Headworks and Influent Pump Station Design.** It is currently anticipated that a request for approval of a Task Order related to design of the headworks and pump station will be brought to the Board for consideration near the beginning of FY 25/26. The Preliminary Design efforts completed in FY 24/25 should be adequate to support a grant application for the project. As such, it is envisioned that Task Order for the facilities design will include tasks related to submitting grant funding applications. Depending on the grant funding source that is ultimately obtained, the City could potentially be reimbursed for the design costs incurred prior to when the grant is awarded.

FISCAL YEAR 26/27

12. **Treatment Facilities Master Planning.** In parallel with completing the efforts described above, the City will continue discussions with our regional partners to gain an understanding of their long term needs and/or desires to continue partnering with the City. By FY 26/27 the City should have The next most critical treatment facility project following the Interconnect Pipeline and COWRF Instrumentation and Control systems improvements is the construction of a new WWTP headworks and influent pump station. However, given the City's current budget limitations, the City will not likely be able to initiate this project until FY 24/25. Moreover, it is currently envisioned that design and construction of the improvements will not occur until FY 25/26 and FY 26/27, respectively.

FISCAL YEAR 27/28

It is envisioned that the City would be focused on completing the Master Planning efforts and obtaining Regional Board approval for the CDO evaluations in FY 27/28. This work will lay the foundation for the major facility improvements projects envisioned to begin in Fiscal Year 28/29.

FISCAL YEAR 28/29

13. **WWTP Permitting.** Once the facilities planning efforts are complete, the City will be in a position to pursue a new permit for the WWTP that incorporates the planned improvements. Note that the City may need to move forward with obtaining a new permit for the WWTP prior to completion of the facilities planning if the amendment process discussed in FY 23/24 is not possible. If this occurs, the City would need to go through the permitting process twice.
14. **Treatment/Recycled Water Facilities Upgrade/Expansion Design.** By FY 28/29 the City should in a position to fully execute on the long-term vision for its wastewater facilities. The specific nature of the projects required to achieve this vision will be defined through the efforts described above that are completed over the course of the five-year period between now and 2028. It is possible that the identified project(s) could be fairly expansion, taking up to five years to complete.

RESOLUTION NO. 2023-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE AUTHORIZING
THE CITY MANAGER TO EXECUTE TASK ORDER 3 WITH WEST YOST FOR
PRELIMINARY DESIGN OF THE INNERCONNECT PROJECT**

WHEREAS, in December 2021, West Yost completed a Preliminary Design Report that identified the pipeline facilities needed to connect the WWTP's irrigation pump station to the Woodard Bottom pipeline; and

WHEREAS, in June 2023, the City Council approved a Master Services Professional Agreement with West Yost to provide professional engineering services for the City's entire wastewater system; and

WHEREAS, additional work is needed to complete the Preliminary Design Report; and

WHEREAS, the City has recently identified another possible approach to convey flow between the WWTP and COWRF that would rely on a City-owned pipeline that currently used to deliver secondary effluent from the ARSA pipeline to the WWTP's Storage Ponds 5 and 6; and

WHEREAS, additional assessment is necessary to define the pipeline facilities needed to connect the WWTP's irrigation pump station to the ARSA pipeline; and

WHEREAS, three issues will need to be evaluated as part of this effort:

1. There are already several pipelines located within the most direct alignment between the WWTP irrigation pump station and the ARSA pipeline and additional evaluation is needed to confirm whether this alignment is feasible.
2. The City-owned pipeline that is currently used to divert secondary effluent from away from the COWRF and to the WWTP must still be accessible for its intended use. Specifically, the pipeline was installed so that the City would have an alternate location for storage of flow in the event it could not be accepted at the COWRF. It is understood that such diversions occur only during periods when there are no golf course demands, but either ARSA or the MCSP require a discharge location. Because the City would only discharge to the COWRF during the irrigation season to supplement flows provided by ARSA or MCSP, this use of the pipeline is not expected to conflict with the intended use of the pipeline to deliver WWTP to COWRF. However, this assumption will need to be confirmed.
3. It was previously anticipated that the WWTP will be able to deliver up to 500,000 gallons per day (gpd) to meet the golf course needs. However, the golf course demands can be as high as 1,200,000 gpd. To optimize use of the WWTP flows over the long term, the City should have the ability both discharge up to 1,200,000 gpd and to blend the WWTP flow with other sources of flow to the COWRF to meet the peak demands. To accommodate such blending, a new flow control structure facility may be needed at the COWRF site.

WHEREAS, alternatives should be assessed and will include:

1. Confirming the alternative alignment and discuss preliminary alignment concerns;
2. Confirmation of desired flow rates and blending needs; and
3. Confirmation of the pump sizing design criteria.

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby authorize the City Manager to execute Task Order 3 included as Attachment A with West Yost for the development of a Title 22 report for the City of Ione Castle Oaks Water Reclamation Facility and Golf Course.

The foregoing resolution was duly introduced and adopted by the City Council of the City of Ione at their regular meeting held on September 5, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

Stacy Rhoades, Mayor

Janice Traverso, City Clerk

WDR Renewal Assistance	
Contract Total	
Invoice Date	9/30/2022
Invoice Number	2051223
Project Number	988-50-22-03
Service Dates	8/16/22 - 10/7/22
Tasks	
Task 1 - Contract and Permit Structure Review	\$2,677.50
Task 2 - Capacity Analysis	\$5,435.00
Task 3 - Seepage Study	\$1,881.00
Task 4 - ROWD	\$1,344.00
Task 5 - Regional Board Meetings	
Task 6 - As Needed Support	
Task 7 - Project Management	\$1,590.00
Task 8 -Board/City Manager Orientation	
Tasks Total	
	\$12,927.50

Rate Schedule	
EM/SM/GM I (McKinney)	\$302.00
PE/PS/PG I (Schilling)	\$273.00
SE/SS/SG II (Brown)	\$256.00
AE/AS/AG II (Shimberg)	\$224.00
CAD II	\$165.00
Administrative IV (Colorado)	\$144.00
Administrative III	\$131.00
EM/SM/GM II (Gies)	\$314.00
SE/SS/SG II (Hardy)	\$256.00
EM/SM/GM II	\$314.00
2023 Mileage Reimbursement Rate	\$0.585

10/31/2022	11/30/2022	12/31/2022
2051673	2052034	2052356
988-50-22-03	988-50-22-03	988-50-22-03
10/8/22-11/4/22	11/5/22-12/9/22	12/10/22-1/6/23
\$1,014.00	\$10,093.00	\$5,542.50
\$705.00	\$19,999.00	\$10,789.50
\$2,288.50	\$10,056.25	\$5,041.50
	\$7,603.00	\$681.33
\$867.00	\$1,416.00	\$866.25
\$4,874.50	\$49,167.25	\$22,921.08

1/31/2023	3/31/2023	4/30/2023
2052573	2053218	2053546
9888-50-22-03	988-50-22-03	988-50-22-03
1/7/23-2/3/23	3/4/23-4/7/23	4/8/23-5/5/23
\$450.00	\$945.00	
\$6,082.75	\$1,047.00	\$18.47
\$195.00		\$97.50
		\$144.50
\$646.50		
	\$1,260.00	\$3,423.00
\$7,374.25	\$3,252.00	\$3,683.47

5/31/2023		
2054197		
988-50-22-03		
5/6/23-6/2/23		
	Spent to Date	Initial Task Limit
	\$2,677.50	\$19,000.00
	\$23,479.50	\$35,300.00
	\$40,522.72	\$45,700.00
	\$19,022.75	\$66,400.00
\$2,750.50	\$2,895.00	\$14,900.00
	\$8,284.33	\$11,400.00
	\$5,385.75	\$7,100.00
\$17,581.00	\$22,264.00	\$0.00
	\$0.00	\$199,800.00
\$20,331.50	\$124,531.55	Spent to Date
		Amount Remaining

Spent in 2022
\$89,890.33

Spent in 2023
\$34,641.22

\$199,800.00
Total Remaining
\$16,322.50
\$11,820.50
\$5,177.28
\$47,377.25
\$12,005.00
\$3,115.67
\$1,714.25
-\$22,264.00
\$75,268.45
\$124,531.55
\$75,268.45

RESOLUTION 2023-*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE AUTHORIZING
A BUDGET AMENDMENT TO THE FISCAL YEAR 2023-2024 OPERATING BUDGET**

WHEREAS, the City Council of the City of Ione adopted its Fiscal Year Operating Budget for 2023-2024; and

WHEREAS, from time to time it is necessary to amend the Budget; and

WHEREAS, the City Council desires to incorporate additional work to be performed by West Yost associates under a Master Professional Services Agreement for engineering and design work for the City's wastewater system;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Ione the following changes shall be incorporated into the 2023-2024 Operating Budget:

Task Order	Description	Estimated Cost	Approval Date	FY Programmed	Funding Source
1	Title 22 Report	\$152,100	June 20, 2023	2023-2024	3131 – Tertiary Fund
1A	Amendment to do instrument controls	\$ 49,800	September 5, 2023	2023-2024	3131 - Wastewater
2	General on call support	\$ 25,000	June 20, 2023	2023-2024	3111
3	Innerconnect Preliminary Design	\$ 49,987	September 5, 2023	2023-2024	3111
4	CDO Recission	\$ 49,500	September 5, 2023	2023-2024	3111

The foregoing Resolution was duly passed introduced and adopted by the City Council of the City of Ione at their regular meeting held on September 5, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Stacy Rhoades, Mayor

Attest:

Janice Traverso, City Clerk



1001 Galaxy Way
Suite 310
Concord CA 94520

925.949.5800 phone
530.756.5991 fax
westyost.com

August 18, 2023

SENT VIA: EMAIL

Ms. Amy Gedney
Interim City Manager
City of Ione, California
agedney@ione-ca.com

**SUBJECT: City of Ione Castle Oaks Water Reclamation Facility Title 22 Engineering Report -
Proposal for a Contract Amendment**

Dear Amy:

West Yost is currently assisting the City of Ione (City) with development of a Title 22 Engineering Report for the City's Castle Oaks Recycled Water Facility (COWRF). As part of this effort, it was recently determined that some of the instrumentation and control equipment that was included in the original COWRF design is no longer functioning and/or has been removed. These instrumentation and control facilities will need to be brought back online before the Division of Drinking Water (DDW) will approve a Title 22 Engineers Report for the facility. The first step in this process is to specifically define what improvements are required. The current contract for preparing the Title 22 Engineers Report does not include scope or budget to complete this assessment. Therefore, West Yost is requesting a modification to the Title 22 Engineers Report Project scope and budget to include this effort. This letter presents a summary of the requested scope and budget modifications.

PROJECT UNDERSTANDING

The COWRF was designed in 1992 and has been in service for approximately 30 years. The COWRF is a tertiary wastewater treatment plant that provides coagulation, filtration, and chlorine disinfection to produce "Disinfected Tertiary Recycled Water" as defined under the State's Title 22 Code of Regulations. The California State Water Resources Control Board promulgates requirements related to recycled water production and use that are detailed in the State's Title 17 and Title 22 Code of Regulations. Title 22 specifically requires that a recycled water producers or suppliers develop a Title 22 Engineering Report for approval by the DDW and West Yost was recently retained to develop such a report for the facility.

West Yost conducted a site visit on August 8, 2023, in support of developing a Title 22 Engineering Report. Inspection of the existing tertiary treatment equipment and discussions with the current operator indicate that various analyzers (e.g., turbidity, chlorine residual, etc.) needed to provide reliable treatment had either reached the end of their useful life but were not serviced or replaced or were not originally installed. Absence of these analyzers has operational implications and may also present issues with regulatory compliance. Specific issues identified were as follows:

- In the tertiary filtration process area, each of the four filters, individual turbidimeters have been removed and there is only one functional turbidimeter on the combined filter effluent. The influent turbidimeter has also been removed. Effective operations of the filtration system require all six of the originally installed turbidimeter to be functional.

- In the chlorine contactor process area, only one chlorine residual analyzer is in service at the entrance to the contactor. Without a chlorine residual analyzer at the exit of the contactor, disinfection credit cannot be calculated continuously nor can the free chlorine residual entering the pipeline to the Castle Oaks Golf Course be continuously monitored.
- There are a number of other monitoring instruments that are either also not operational and/or that their 4 - 20 m. A signal is not currently connected to the SCADA system.
- Some of the existing monitoring and treatment process alarms may also need to be reconnected or restored to satisfy Title 22 requirements.

Because these facilities are critical to meeting the Title 22 requirements, it will be necessary to identify the specific improvements that will be provided at the COWRF prior to submitting the Title 22 Engineering Report. Moreover, the City will need to commit to making the identified improvements as quickly as possible. The scope of services described herein does not include support related to implementing the identified improvements. However, West Yost can provide assistance to the City related to this effort, if requested.

SCOPE OF SERVICES

The current Title 22 Engineers Report Project includes five (5) tasks. The following additional two (2) tasks have been identified:

- Task 6. Instrumentation and Control Recommendations
- Task 7. As-Needed Operations Support

Task 6. Instrumentation and Control Recommendations

West Yost will perform a follow-up site visit that includes both staff experienced in operations of filtration and disinfection facilities and in the design of instrumentation and control systems. This team will inspect and evaluate the condition of the current monitoring equipment and its associated signal wire, conduits, and connections to (and integration with) the COWRF control system. We will identify non-functional and missing components that need to be replaced to provide the required water quality monitoring. During this visit, the instrumentation and control system staff will also inspect the control system for the City's Wastewater Treatment Plant (WWTP). The software code for both systems will be downloaded so that it can be evaluated. It is anticipated that one follow-up visit from one instrumentation and control system technician will be necessary to gather additional information following our review of the software code.

Following these site visits, West Yost will prepare a Technical Memorandum (TM) that identifies improvements to the instrumentation and controls of the current COWRF and WWTP control systems to provide for reliable operations and compliance with Title 22 criterion. The TM will also provide recommendations for a longer-term strategy to integrate the two facilities and provide for reliable long-term operations. A conceptual-level opinion of probable cost for the recommended near-term improvements will also be provided. A draft memorandum will be provided for City review. Following this review, a final memorandum will be developed that incorporates City comments.

Task 6 Assumption

- The initial site visit to the COWRF will be attended by five West Yost staff.
- The follow-up site visit to the COWRF will be attended by one West Yost staff.

- There is significant uncertainty regarding the type of control software in place at the COWRF and WWTP and it may not be possible to complete the assessment of the facilities within the two site visits that are envisioned. If additional site visits are required, West Yost will discuss a possible contract amendment with the City prior to initiating such efforts.
- COWRF operations staff will be available to assist with a site visit and review of their facilities.

Task 6 Deliverables

- West Yost will prepare a draft and final Instrumentation and Controls recommendations TM.

Task 7. As-Needed Operations Support

From our initial site visit, we understand that the current operations team may require support related to achieving reliable effluent water quality in compliance with Title 22 requirements. Specific concerns related to the flocculation and tertiary filtration system were identified. During the follow-up site visit under Task 1, West Yost will work with the operations staff to troubleshoot identified issues. Following this visit, we will provide operations staff with an email summarizing our recommended strategies for maintaining filter system performance. Ongoing support will be provided as required.

All of 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 required 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. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 7 Deliverables

- West Yost will provide a summary email of recommended operational strategies.
- West Yost will provide additional deliverables for this task will be coordinated with the operations staff if services are requested.

PROJECT BUDGET

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

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

Table 1. Estimated Project Budget for City of Ione Title 22 Report Update	
Task	Estimated Fee, dollars
Task 6. Instrumentation and Control Recommendations	39,600
Task 7. As-Needed Operations Support	10,200
Total Project Budget	\$49,800

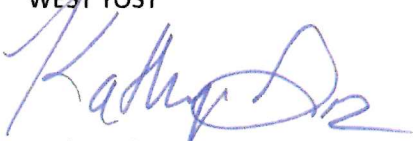
Ms. Amy Gedney
August 17, 2023
Page 4

SCHEDULE

The draft Instrumentation and Control Improvements TM will be provided within two (2) months of notice to proceed.

Please call if you have any questions or require additional information.

Sincerely,
WEST YOST



Kathryn Gies, PE
Engineering Manager
RCE #65022

Attachment A. West Yost 2023 Billing Rate Schedule



Attachment A

West Yost 2023 Billing Rate Schedule

2023 Billing Rate Schedule

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



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

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

2023 Billing Rate Schedule

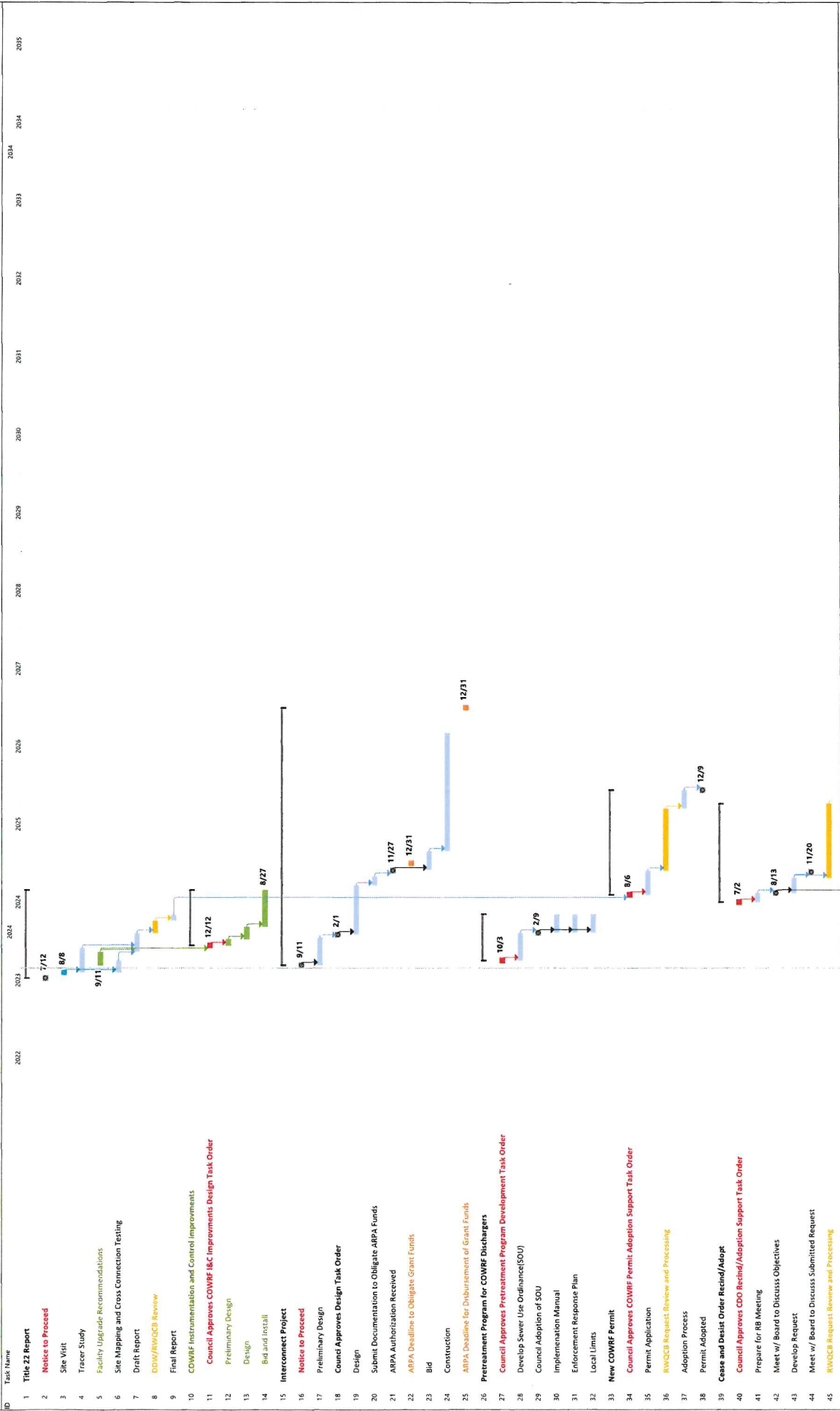
(Effective January 1, 2023 through December 31, 2023)*

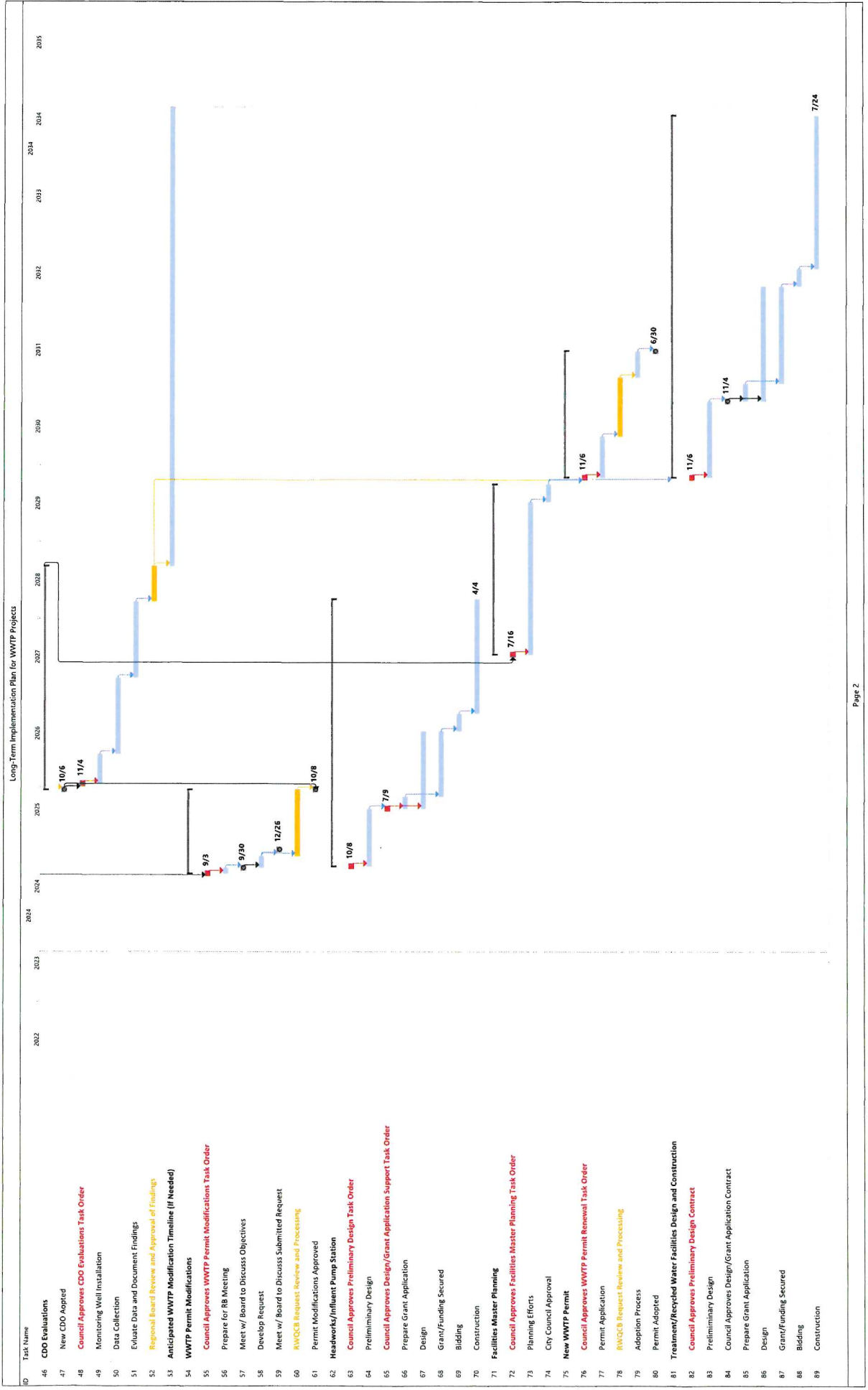


Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Stainless Steel Wire per foot	\$0.03 / day
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

Long-Term Implementation Plan for WWTP Projects







2020 Research Park Drive
Suite 100
Davis CA 95618

530.756.5905 phone
530.756.5991 fax
westyost.com

August 23, 2023

SENT VIA: EMAIL

Amy Gedney
Interim City Manager
City of Lone
1 East Main Street, PO Box 398
Lone, CA 95640

**SUBJECT: Lone Wastewater Treatment Plant Interconnect Pipeline Project
Revised Preliminary Design**

Dear Ms. Gedney:

The purpose of this letter proposal is to provide the City of Lone (City) with a proposed scope of services, budget, and schedule for a Revised Preliminary Design of the City's Wastewater Treatment Plant (WWTP) Interconnect Pipeline Project (Project). Following completion of the efforts described herein, West Yost will provide a proposed scope of services, budget, and schedule for completing the detailed design and for providing services during construction for the Project. The Project will be funded, at least partially, by grant funds that have been awarded to the City through the ARPA program. However, a key stipulation for these funds is that the City complete design of the Project by the third quarter of 2024 so that the ARPA grant funds can be obligated (meaning a grant agreement has been executed) by the December 31, 2024 deadline. Similarly, construction must be complete by the third quarter of 2026 so that the ARPA grant funds can be expended (meaning that all grant funds have been disbursed) by the December 31, 2026 deadline. The scope and schedule proposed herein will allow the City to meet these critical funding deadlines.

PROJECT UNDERSTANDING

The City is exploring options for transferring secondary effluent from the City's WWTP to the Castle Oaks Water Recycling Facility (COWRF). The WWTP is located approximately 1200 feet southeast of the COWRF. There are two key elements to this project, as follows:

- Interconnect Pipeline Design
- Pump Station Design

Interconnect Pipeline Design

In December 2021, West Yost completed a Preliminary Design Report that identified the pipeline facilities needed to connect the WWTP's irrigation pump station to the Woodard Bottom pipeline. The Woodard Bottom pipeline runs adjacent to the western boundary of the WWTP, and was constructed by California Department of Corrections and Rehabilitation (CDCR) to connect the existing Amador Regional Sanitation Agency (ARSA) pipeline (which is a pipeline used to deliver secondary effluent from the Preston Reservoir to the COWRF) to a percolation/evaporation basin disposal site located south of the lone WWTP. The intended use of the Woodard Bottom pipeline was to convey secondary effluent generated by the Mule Creek State Prison (MCSP) Wastewater Treatment Plant to the percolation basin for disposal. However, this use has not realized to date.

The City has recently identified another possible approach to convey flow between the WWTP and COWRF that would rely on a City-owned pipeline that currently used to deliver secondary effluent from the ARSA pipeline to the WWTP's Storage Ponds 5 and 6. Additional assessment is necessary to define the pipeline facilities needed to connect the WWTP's irrigation pump station to the ARSA pipeline. Three issues will need to be evaluated as part of this effort:

- There are already several pipelines located within the most direct alignment between the WWTP irrigation pump station and the ARSA pipeline and additional evaluation is needed to confirm whether this alignment is feasible.
- The City-owned pipeline that is currently used to divert secondary effluent from away from the COWRF and to the WWTP must still be accessible for its intended use. Specifically, the pipeline was installed so that the City would have an alternate location for storage of flow in the event it could not be accepted at the COWRF. It is understood that such diversions occur only during periods when there are no golf course demands, but either ARSA or the MCSP require a discharge location. Because the City would only discharge to the COWRF during the irrigation season to supplement flows provided by ARSA or MCSP, this use of the pipeline is not expected to conflict with the intended use of the pipeline to deliver WWTP to COWRF. However, this assumption will need to be confirmed.
- It was previously anticipated that the WWTP will be able to deliver up to 500,000 gallons per day (gpd) to meet the golf course needs. However, the golf course demands can be as high as 1,200,000 gpd. To optimize use of the WWTP flows over the long term, the City should have the ability both discharge up to 1,200,000 gpd and to blend the WWTP flow with other sources of flow to the COWRF to meet the peak demands. To accommodate such blending, a new flow control structure facility may be needed at the COWRF site.

Pump Station and Electrical Improvements

During the previous preliminary design work for this Project, it was determined that one of the existing secondary effluent pumps would need to be replaced with a new pump to meet the City's objective of pumping secondary effluent from the WWTP to the COWRF. With the possible change to use of the ARSA pipeline and a possible increase in discharge flow up to 1,200,000 gpd, it is possible that a different pump than was previously defined will be needed. This will need to be evaluated.

If determined the pump horsepower will need to increase, pump control panel CP-WWTP may need to be replaced. The pump control panel will be UL Type 4X, fabricated from 316 stainless steel and have similar features as the existing pump control panel (i.e air conditioning unit and control features). The breaker in MDPA will need to be increased; also, conductors and possibly conduit may need to be increased between

Panel MDP and the new pump control panel. If the increase in horsepower is minimal, the existing service from PG&E may be sufficient. Otherwise, an increase in the service from PG&E would be necessary, requiring new service equipment and feeders to existing Panel MDP and MDP.

Finally, the City is planning to construct a new influent pumping and headworks facility in the next few years. It would therefore be prudent to assess the likely loads associated with this future project to determine if there are electrical improvements that should be completed as part of the Interconnect Pipeline Project to support the future improvements. At a minimum, the evaluation should confirm that any improvements made as part of the Interconnect Pipeline Project would be compatible with a future headworks/influent pump station project. The design efforts should complete an initial assessment of the headwork/pump station needs and provide a recommendation for the preferred approach to the required electrical improvements.

SCOPE OF ENGINEERING SERVICES

The following is a list of the key tasks identified for this proposed scope of services and each is further described below:

- Task 1. Project Management
- Task 2. Assessment of Alternatives
- Task 3. Preliminary Design

Task 1. Project Management

Task 1 includes the management of project activities to monitor for conformance with the project schedule and budget. Factors beyond West Yost's control that could affect project schedule or budget will be brought to the attention of City staff. These project management services also include ensuring that all work products are reviewed by a Principal level engineer prior to delivery to the City.

Throughout the duration of this assignment, West Yost will coordinate with City staff regarding the progress of work through emails, conference calls, and through monthly invoices. Under this task, West Yost will participate in up to four (4) meetings with City staff to discuss aspects of the Project, including a kick-off meeting.

Task 1 Assumptions

- Monthly check-in meetings with City staff and up to two West Yost staff.
- West Yost assumes a design schedule of four months.
- West Yost will participate in up to four meetings with City staff at key project milestones.

Task 1 Deliverables

- West Yost will prepare monthly invoices via electronic delivery.

Task 2. Assessment of Alternatives

Task 2 includes confirmation of the Basis of Design (BOD) for this project and development of an analysis of the two pipeline alignment alternatives. The BOD will be discussed at the project kickoff meeting. This discussion will include, but is not limited to, the following:

- Confirming the alternative alignment and discuss preliminary alignment concerns;

- Confirmation of desired flow rates and blending needs; and
- Confirmation of the pump sizing design criteria.

Following the BOD/kickoff meeting, alternative analysis will be completed on the alignment alternatives and will culminate in a presentation to City staff to discuss the two alternative alignments pros and cons. A single alternative will be selected at this Workshop (WS) to proceed with Preliminary Design.

Task 2 Assumptions

- One (1) new alignment alternative will be analyzed and compared to the Woodard Bottom pipeline alignment that was previously defined.
- One (1) WS will be held to discuss the alignment alternatives findings and select an alignment to use for Preliminary Design
- Drawings and survey information provided during previous work will be used for alternative alignment analysis. No additional survey will be required.

Task 2 Deliverables

- West Yost will prepare a presentation in MS PowerPoint that summarizes the alignment alternative findings.

Task 3. Preliminary Design

Task 3 includes the work needed to complete a revised Preliminary Design Report (PDR) to include the preferred alignment for conveying water from the WWTP to the COWRF, the necessary pump station and electrical facility upgrades, and a new blending facility at the COWRF.

The following efforts are expected to be completed as part of the new Preliminary Design:

- Review as-built drawings to evaluate the proposed connection at the COWRF.
- Determine whether geotechnical data is available along the new project alignment.
- Coordinate with multiple pump suppliers to select suitable pumps for the preferred flow rates and alignment.
- Prepare detailed hydraulic calculations and system curves.
- Complete an initial assessment of potential electrical loads that will be associated with a new influent pump station and headworks.
- Perform a site visit with the team's electrical engineer to investigate the condition of the existing motor control centers, pump control panels, and other electrical facilities at the plant. This site visit will also include confirmation of the pipeline alignment.
- Confirm pump discharge piping, valving, flow metering and instrumentation configurations with City staff.
- Determine preferred materials of construction for the replacement pump and piping.
- Determine preferred components for the replacement pump control panel and other electrical gear.

Following this effort, West Yost will provide a Draft PDR to City staff for review. A review meeting will be held following the Draft PDR to review City comments. A Final PDR will be provided that incorporates City staff comments.

Task 3 Assumptions

- The review meeting will be held virtually using the MS Teams platform.
- Drawings and survey provided during previous PDR work will be used Preliminary Design. No additional survey will be required.

Task 3 Deliverables

- West Yost will prepare a Draft and Final PDR in electronic (PDF) format including 30 percent conceptual level drawings, cost estimate and proposed schedule for final design.

PROJECT SCHEDULE

West Yost proposed the schedule shown in Table 1. With the completion of preliminary design by January 2024, the City should be able to complete design by September 2024. The City will need to complete design of the interconnect Project by the third quarter of 2024 so that the ARPA grant funds can be obligated (meaning a grant agreement has been executed) by the December 31, 2024 deadline.

Table 1. Summary of Current and Proposed Budget by Task			
Task	Start Date	End Date	Total Months
Task 1. Project Management	September 2023	January 2024	4
Task 2. Assessment of Alternatives	September 2023	November 2024	2
Task 3. Preliminary Design	November 2024	January 2024	2

PROJECT BUDGET

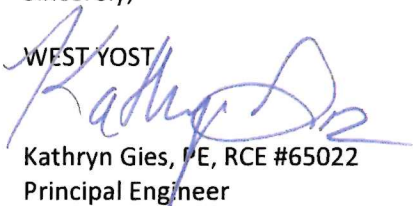
West Yost's estimated proposed fee for performing the engineering services described is \$43,398. West Yost will perform the proposed Scope of Services on a time-and-expense basis at the billing rates set forth in West Yost's 2023 Billing Rate Schedule provided in Attachment A. Table 2 summarizes the estimate hours and budget for this assignment. West Yost will not perform out of scope work or work in excess of the budgeted amount without obtaining prior authorization.

Table 2. Summary of Current and Proposed Budget by Task		
Task	Hours	Budget, dollars
Task 1. Project Management	15	4,173
Task 2. Assessment of Alternatives	64	14,724
Task 3. Preliminary Design	130	31,090
Total	206	\$49,987

We appreciate the opportunity to work with you on this Project. Please don't hesitate to contact me with any questions regarding this proposal.

Sincerely,

WEST YOST


Kathryn Gies, PE, RCE #65022
Principal Engineer

Attachment A West Yost 2023 Billing Rate Schedule



Attachment A

West Yost 2023 Billing Rate Schedule

2023 Billing Rate Schedule

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



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

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

2023 Billing Rate Schedule

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



Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Stainless Steel Wire per foot	\$0.03 / day
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day



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August 18, 2023

SENT VIA: EMAIL

Amy Gendry
Interim City Manager
City of Lone
Lone, CA 95640

SUBJECT: Proposal for Engineering Services – Recission of Cease-and-Desist Order R5-2014-0157

Dear Amy:

West Yost appreciates the opportunity to present the City of Lone (City) with this letter proposal for engineering services to assist the City in rescinding and replacing Cease-and-Desist Order (CDO) R5-2014-0157, which was issued by the Central Valley Regional Water Quality Control Board (Regional Board) for the City of Lone Wastewater Treatment Plant (WWTP). WWTP discharges are currently regulated under the following discharge permits:

- Waste Discharge Requirements (WDRs), Order No. R5-2013-0022-001 which is based on outdated conditions and plans.
- Cease-and-Desist Order (CDO), Order No. R5-014-0157 which is an enforcement action taken by the Regional Board related to discharge of secondary effluent in percolation ponds at the WWTP that caused elevated iron and manganese concentrations in nearby groundwater, and the potential for seepage of iron and manganese into Sutter Creek

Based on upgrades at the WWTP and analysis of groundwater monitoring data, the existing CDO is no longer defensible and there is reasonable cause to request recission of the CDO and adoption of a new CDO that reflects the current conditions and knowledge of the facility and its potential to cause impacts to groundwater. Regulation under a revised CDO in line with current operating conditions would allow the City to have additional time to define the appropriate regulatory strategy for the WWTP. The Scope of Work and Fee Estimate provided in this proposal are for support in rescinding the CDO and developing reasonable requirements for an updated CDO.

The remainder of this proposal is organized around the following sections:

- Project Understanding
- Major Assumptions
- Scope of Work
- Estimated Fee
- Schedule

PROJECT UNDERSTANDING

This section presents our team's understanding and approach to requesting rescission of the CDO and adoption of a new CDO by the Regional Board. The following actions were required by the CDO:

- Construct facility improvements that will effectively stop the mechanisms that result in the mobilization and discharge of iron and manganese in violation of the Groundwater Limitations of the 2013 WDRs;
- Effectively stop any indirect discharge (seepage) of polluted groundwater to Sutter Creek; and
- Bring the facility into compliance with the 2013 WDRs.

The CDO requirements were based on predicted changes in iron and manganese groundwater concentrations developed with an imprecise understanding of iron and manganese biogeochemistry at the site. Since the CDO was issued in 2014, iron concentrations have generally decreased to within acceptable levels, but manganese concentrations have not followed predicted decreases. WWTP upgrades since the CDO was issued have addressed the discharge that resulted in noncompliance with WDRs, however bringing the facility into compliance as defined in the WDRs and existing CDO is not a practical requirement as detailed in the following sections. A request to rescind the CDO will be presented to the Regional Board along with recommendations for a replacement CDO that consider completed facility upgrades, improved understanding of groundwater conditions at the site, and additional monitoring data to establish the effects of natural processes on groundwater iron and manganese concentrations at the site.

Cease and Desist Order

This proposal includes tasks to assist the City with preparing a request to the Regional Board to rescind the CDO and recommendations for adopting a new CDO.

Review of the Existing CDO

The existing CDO was issued in 2014 and set a timeline for achieving annual specific concentrations of iron and manganese from 2015 to 2017 in the following monitoring wells (MW): MW-2, MW-2A, MW-3, MW-3A. Iron concentrations decreased in all MWs and have remained in compliance with the WDR Groundwater Limitation of 300 µg/L in MWs 2 and 3. Iron concentrations in MWs 2A and 3A, which are screened at shallower intervals, seasonally exceed 300 µg/L. Manganese concentrations in all MWs have persisted above the WDR Groundwater Limitation of 50 µg/L and prevented the City from achieving full compliance with the CDO and WDRs. Since the City did not meet required Constituent Concentration Limits outlined in the CDO by 30 October 2017, the City was required to perform facility upgrades at the WWTP that included excavating sludge from the bottoms of Ponds 1-5 and adding HDPE lining, which occurred in 2019. Since completion of sludge excavation and pond lining there has been little or no effect on iron and manganese concentrations measured at MWs 2, 2A, 3, and 3A.

Process to Rescind and Replace CDO R5-014-0157

West Yost submitted *Technical Memorandum: Assessment of Wastewater Treatment Plant* to the City on May 12, 2023. This document outlined work that has already been performed to document groundwater iron and manganese concentrations and the rationale for rescinding and replacing the current CDO. West Yost will document the work already performed in a draft request to the Regional Board to rescind and replace the CDO. Prior to formal submission of the request to rescind and replace the CDO, West Yost and City staff will meet with the Regional Board to discuss the request. Based on Regional Board feedback, West Yost will then prepare a formal request on behalf of the City to rescind and replace the CDO, including proposed water quality objectives and monitoring requirements for the Regional Board's consideration in developing a new CDO. Regional Board staff are expected to provide a 30-day review period for the updated CDO.

Based on West Yost's experience working with Central Valley dischargers, it is expected that the CDO will be rescinded and replaced with a new CDO without protest. If outside parties do comment on the CDO, there may be a need to work with Regional Board staff to craft an appropriate response and/or there could be a formal hearing by the Regional Board related to rescission and replacement request. Work related to addressing such a protest may include preparing supplemental information to support the City with their contest of the permit, preparing responses to other parties that have contested the permit, and preparation of these materials for presentation at the Regional Board hearing. The current proposal does not include support specifically related to addressing potential protests. However, tasks are included for as-needed support services that could potentially accommodate such support.

MAJOR ASSUMPTIONS

Major assumptions pertinent to more than one task of this project are detailed below:

- West Yost will rely on the support from City's legal counsel, Somach Simmons and Dunn (SSD), should the need arise, for regulatory support services. SSD support will be provided directly to the City and no fee for legal counsel is included as part of the budget for this proposal.
- The City will be responsible for completing any sampling needed to achieve the objectives of the tasks outlined in the scope of services, and the City will contract directly with a certified laboratory for completing any necessary analytical efforts.

SCOPE OF SERVICES

The following scope of services defines anticipated efforts related to developing a request to the Regional Board for rescission and replacement of the CDO with a new CDO that reflects updated and improved understanding of WWTP operations and site-specific conditions. As described further below, the key tasks necessary to perform this scope of services are as follows:

- Task 1 Project Management and Meetings
- Task 2 Rescind and Replace CDO R5-2014-0157
- Task 3 Regional Board Meetings
- Task 4 As-needed CDO Adoption Support

Task 1. Project Management and Meetings

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.

This task also includes a kickoff meeting to discuss the scope of services, data needed by West Yost to complete the scope of services, and any specific concerns City staff have. West Yost will develop a draft agenda for the meeting and provide a follow-up email with agreed-upon action items. West Yost will also facilitate one additional coordination meeting with the City.

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

Task 1 Assumptions

- Project duration will be approximately twelve months.

Task 1 Deliverables

- West Yost will prepare monthly invoices and descriptions of services performed in PDF format.
- West Yost will prepare a draft meeting agenda in MS Word format prior to the Kickoff Meeting.
- West Yost will provide an email summarizing action items from meetings within one week of each meeting.

Task 2. Request for Rescission and Replacement of CDO R5-2014-0157

West Yost will prepare documents and recommendations to submit to the Regional Board to request rescinding and replacing the CDO. A request to the Regional Board to rescind the CDO will be supported primarily by documenting data and analysis provided to the City in *Technical Memorandum: Assessment of Wastewater Treatment Plant* on May 12, 2023. West Yost will also prepare recommendations to aid the Regional Board in developing a new CDO.

Task 2.1 Coordination with City Legal Counsel

West Yost will coordinate with the City's legal counsel, Somach Simmons and Dunn (SSD) to develop a common understanding of the likely appropriate regulatory framework related to the City's groundwater discharge and its potential impacts to Sutter Creek.

Task 2.2 Perform a Site Visit to Site a New Monitoring Well

West Yost will perform a site visit to determine the location of a proposed additional monitoring well that is both upgradient of the WWTP and within the influence of surface-groundwater interactions with Sutter Creek. Future water level and quality monitoring at this monitoring well will establish what, if any, impact natural recharge from Sutter Creek has on background iron and manganese concentrations in groundwater.

Task 2.3 Prepare a Request to the Regional Board to Rescind and Replace the CDO

West Yost will prepare an analysis that summarizes the justifications for rescinding and replacing the CDO. This analysis will specifically address the following findings:

- Previous expected concentration changes for iron and manganese require revision based on the best available science and site information;
- Iron and manganese groundwater concentrations in the background monitoring wells (MW-1 and MW-1A) are not likely representative of background concentrations in the influence of Sutter Creek; and
- The groundwater limitations in the CDO are no longer justifiable.

West Yost will present this analysis to Regional Board staff under Task 3. Following this meeting, West Yost will draft a request letter to the Regional Board to rescind and replace the CDO.

In the request to the Regional Board to rescind and replace the CDO, West Yost will document changes in groundwater quality before and after lining of WWTP Ponds 1 through 5 and develop recommendations for revised concentration limits for iron and manganese in groundwater based on maintaining current conditions. The request will also include a conceptual plan for a recommended location for a new monitoring well upgradient of the WWTP and in the influence of Sutter Creek. West Yost will also develop a proposed timeline for installation of the new monitoring well and completing an assessment of the naturally occurring influences on iron and manganese in local groundwater. .

A draft request letter will be submitted to the City for review. Following review, West Yost will facilitate a discussion with City and the City's legal counsel to discuss the draft document. A final request will be developed the incorporates City comments.

Task 2 Assumptions

- West Yost will perform one site visit to the WWTP.

Task 2 Deliverables

- West Yost will prepare a draft and final request to the Regional Board to rescind and replace the CDO.

Task 3. Regional Board Meetings

West Yost will facilitate two meetings with City and Regional Board staff to discuss the rescission and replacement of the CDO. These meetings are as follows:

- **Meeting No. 1:** Present a proposed findings related to rescission and replacement of the CDO to confirm Regional Board expectations for the request.
- **Meeting No. 2:** Present and discuss the formal request after submission to the Regional Board.

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.

Task 3 Assumptions

- All meetings will be held virtually via MS Teams.

Task 3 Deliverables

- West Yost will prepare draft meeting agendas in MS Word format prior to each meeting.
- West Yost will provide PowerPoint slides for each meeting.
- 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 City staff if and when services are requested.

Task 4. As-Needed CDO Adoption Support

Following Regional Board review of the request to rescind and replace the CDO, West Yost will be available to the City to provide as-needed support related to adoption of the new CDO and/or implementation of the provisions in the revised CDO. The types of support may include but are not limited to:

- Developing responses to Regional Board requests;
- Participation in meetings with Regional Board staff;
- Reviewing draft CDO documents;
- Additional site evaluation and preparation of a workplan to install additional MWs to assess naturally occurring dissolved iron and manganese in groundwater near Sutter Creek; and
- Analysis of water quality data to ensure compliance with a revised CDO.

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 required 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. If the estimated fee is not expended in the timeframe anticipated for this scope of work, it may also be directed toward the completion of other efforts.

Task 4 Assumptions

- The budget for Task 4 will be used on an as-needed basis.
- Work performed under this task is limited to the assigned budget.

Task 4 Deliverables

- West Yost will be coordinated with the City staff if services are requested.

ESTIMATED FEE

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

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

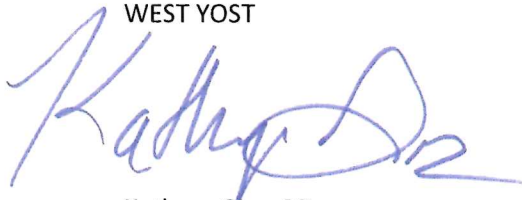
Table 1. Estimated Project Fee for CDO Rescission Support	
Task	West Yost Fee, dollars
Task 1 Project Management	5,800
Task 2 Rescind and Replace CDO	25,900
Task 3 Regional Board Meetings	7,500
Task 4 As-needed CDO Adoption Support	10,300
Total Project Budget	\$49,500

SCHEDULE

West Yost anticipates conducting Meeting No. 1. with Regional Board staff within six weeks after receiving notice to proceed. We anticipate that a draft request to rescind and replace the current CDO would be provided to the City for review within two months of the kickoff meeting. A final request to rescind the current CDO would be prepared and submitted to the Regional Board within two weeks of receiving comments from the City. The timing of the remaining deliverables, such as responses to draft revised CDO comments, will depend on the Regional Board and cannot be estimated at this time.

Thank you for providing West Yost the opportunity to be of continued service to the City of Lone with permitting services for the WWTP. 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
RCE #65022

Attachment A: West Yost 2023 Billing Rate Schedule



Attachment A

West Yost 2023 Billing Rate Schedule

2023 Billing Rate Schedule

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



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$338
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Principal Engineer/Scientist/Geologist I / II	\$288 / \$307
Senior Engineer/Scientist/Geologist I / II	\$259 / \$272
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Engineering Aide	\$101
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Technical Analyst I / II	\$128 / \$152
Technical Analyst Intern	\$103
Cross-Connection Control Specialist I / II / III / IV	\$133 / \$144 / \$162 / \$180
CAD Manager	\$201
CAD Designer I / II	\$156 / \$176
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$322
Construction Manager I / II / III / IV	\$197 / \$211 / \$224 / \$283
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$172 / \$191 / \$213 / \$221
Apprentice Inspector	\$156
CM Administrative I / II	\$83 / \$112
Field Services	\$221

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

2023 Billing Rate Schedule

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



Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Stainless Steel Wire per foot	\$0.03 / day
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day



2020 Research Park Drive
Suite 100
Davis CA 95618

530.756.5905 phone
530.756.5991 fax
westyost.com

August 23, 2023

SENT VIA: EMAIL

Amy Gedney
Interim City Manager
City of Lone
1 East Main Street, PO Box 398
Lone, CA 95640

**SUBJECT: Lone Wastewater Treatment Plant Interconnect Pipeline Project
Revised Preliminary Design**

Dear Ms. Gedney:

The purpose of this letter proposal is to provide the City of Lone (City) with a proposed scope of services, budget, and schedule for a Revised Preliminary Design of the City's Wastewater Treatment Plant (WWTP) Interconnect Pipeline Project (Project). Following completion of the efforts described herein, West Yost will provide a proposed scope of services, budget, and schedule for completing the detailed design and for providing services during construction for the Project. The Project will be funded, at least partially, by grant funds that have been awarded to the City through the ARPA program. However, a key stipulation for these funds is that the City complete design of the Project by the third quarter of 2024 so that the ARPA grant funds can be obligated (meaning a grant agreement has been executed) by the December 31, 2024 deadline. Similarly, construction must be complete by the third quarter of 2026 so that the ARPA grant funds can be expended (meaning that all grant funds have been disbursed) by the December 31, 2026 deadline. The scope and schedule proposed herein will allow the City to meet these critical funding deadlines.

PROJECT UNDERSTANDING

The City is exploring options for transferring secondary effluent from the City's WWTP to the Castle Oaks Water Recycling Facility (COWRF). The WWTP is located approximately 1200 feet southeast of the COWRF. There are two key elements to this project, as follows:

- Interconnect Pipeline Design
- Pump Station Design

Interconnect Pipeline Design

In December 2021, West Yost completed a Preliminary Design Report that identified the pipeline facilities needed to connect the WWTP's irrigation pump station to the Woodard Bottom pipeline. The Woodard Bottom pipeline runs adjacent to the western boundary of the WWTP, and was constructed by California Department of Corrections and Rehabilitation (CDCR) to connect the existing Amador Regional Sanitation Agency (ARSA) pipeline (which is a pipeline used to deliver secondary effluent from the Preston Reservoir to the COWRF) to a percolation/evaporation basin disposal site located south of the lone WWTP. The intended use of the Woodard Bottom pipeline was to convey secondary effluent generated by the Mule Creek State Prison (MCSP) Wastewater Treatment Plant to the percolation basin for disposal. However, this use has not realized to date.

The City has recently identified another possible approach to convey flow between the WWTP and COWRF that would rely on a City-owned pipeline that currently used to deliver secondary effluent from the ARSA pipeline to the WWTP's Storage Ponds 5 and 6. Additional assessment is necessary to define the pipeline facilities needed to connect the WWTP's irrigation pump station to the ARSA pipeline. Three issues will need to be evaluated as part of this effort:

- There are already several pipelines located within the most direct alignment between the WWTP irrigation pump station and the ARSA pipeline and additional evaluation is needed to confirm whether this alignment is feasible.
- The City-owned pipeline that is currently used to divert secondary effluent from away from the COWRF and to the WWTP must still be accessible for its intended use. Specifically, the pipeline was installed so that the City would have an alternate location for storage of flow in the event it could not be accepted at the COWRF. It is understood that such diversions occur only during periods when there are no golf course demands, but either ARSA or the MCSP require a discharge location. Because the City would only discharge to the COWRF during the irrigation season to supplement flows provided by ARSA or MCSP, this use of the pipeline is not expected to conflict with the intended use of the pipeline to deliver WWTP to COWRF. However, this assumption will need to be confirmed.
- It was previously anticipated that the WWTP will be able to deliver up to 500,000 gallons per day (gpd) to meet the golf course needs. However, the golf course demands can be as high as 1,200,000 gpd. To optimize use of the WWTP flows over the long term, the City should have the ability both discharge up to 1,200,000 gpd and to blend the WWTP flow with other sources of flow to the COWRF to meet the peak demands. To accommodate such blending, a new flow control structure facility may be needed at the COWRF site.

Pump Station and Electrical Improvements

During the previous preliminary design work for this Project, it was determined that one of the existing secondary effluent pumps would need to be replaced with a new pump to meet the City's objective of pumping secondary effluent from the WWTP to the COWRF. With the possible change to use of the ARSA pipeline and a possible increase in discharge flow up to 1,200,000 gpd, it is possible that a different pump than was previously defined will be needed. This will need to be evaluated.

If determined the pump horsepower will need to increase, pump control panel CP-WWTP may need to be replaced. The pump control panel will be UL Type 4X, fabricated from 316 stainless steel and have similar features as the existing pump control panel (i.e air conditioning unit and control features). The breaker in MDPA will need to be increased; also, conductors and possibly conduit may need to be increased between

Panel MDPA and the new pump control panel. If the increase in horsepower is minimal, the existing service from PG&E may be sufficient. Otherwise, an increase in the service from PG&E would be necessary, requiring new service equipment and feeders to existing Panel MDP and MDPA.

Finally, the City is planning to construct a new influent pumping and headworks facility in the next few years. It would therefore be prudent to assess the likely loads associated with this future project to determine if there are electrical improvements that should be completed as part of the Interconnect Pipeline Project to support the future improvements. At a minimum, the evaluation should confirm that any improvements made as part of the Interconnect Pipeline Project would be compatible with a future headworks/influent pump station project. The design efforts should complete an initial assessment of the headwork/pump station needs and provide a recommendation for the preferred approach to the required electrical improvements.

SCOPE OF ENGINEERING SERVICES

The following is a list of the key tasks identified for this proposed scope of services and each is further described below:

- Task 1. Project Management
- Task 2. Assessment of Alternatives
- Task 3. Preliminary Design

Task 1. Project Management

Task 1 includes the management of project activities to monitor for conformance with the project schedule and budget. Factors beyond West Yost's control that could affect project schedule or budget will be brought to the attention of City staff. These project management services also include ensuring that all work products are reviewed by a Principal level engineer prior to delivery to the City.

Throughout the duration of this assignment, West Yost will coordinate with City staff regarding the progress of work through emails, conference calls, and through monthly invoices. Under this task, West Yost will participate in up to four (4) meetings with City staff to discuss aspects of the Project, including a kick-off meeting.

Task 1 Assumptions

- Monthly check-in meetings with City staff and up to two West Yost staff.
- West Yost assumes a design schedule of four months.
- West Yost will participate in up to four meetings with City staff at key project milestones.

Task 1 Deliverables

- West Yost will prepare monthly invoices via electronic delivery.

Task 2. Assessment of Alternatives

Task 2 includes confirmation of the Basis of Design (BOD) for this project and development of an analysis of the two pipeline alignment alternatives. The BOD will be discussed at the project kickoff meeting. This discussion will include, but is not limited to, the following:

- Confirming the alternative alignment and discuss preliminary alignment concerns;

- Confirmation of desired flow rates and blending needs; and
- Confirmation of the pump sizing design criteria.

Following the BOD/kickoff meeting, alternative analysis will be completed on the alignment alternatives and will culminate in a presentation to City staff to discuss the two alternative alignments pros and cons. A single alternative will be selected at this Workshop (WS) to proceed with Preliminary Design.

Task 2 Assumptions

- One (1) new alignment alternative will be analyzed and compared to the Woodard Bottom pipeline alignment that was previously defined.
- One (1) WS will be held to discuss the alignment alternatives findings and select an alignment to use for Preliminary Design
- Drawings and survey information provided during previous work will be used for alternative alignment analysis. No additional survey will be required.

Task 2 Deliverables

- West Yost will prepare a presentation in MS PowerPoint that summarizes the alignment alternative findings.

Task 3. Preliminary Design

Task 3 includes the work needed to complete a revised Preliminary Design Report (PDR) to include the preferred alignment for conveying water from the WWTP to the COWRF, the necessary pump station and electrical facility upgrades, and a new blending facility at the COWRF.

The following efforts are expected to be completed as part of the new Preliminary Design:

- Review as-built drawings to evaluate the proposed connection at the COWRF.
- Determine whether geotechnical data is available along the new project alignment.
- Coordinate with multiple pump suppliers to select suitable pumps for the preferred flow rates and alignment.
- Prepare detailed hydraulic calculations and system curves.
- Complete an initial assessment of potential electrical loads that will be associated with a new influent pump station and headworks.
- Perform a site visit with the team's electrical engineer to investigate the condition of the existing motor control centers, pump control panels, and other electrical facilities at the plant. This site visit will also include confirmation of the pipeline alignment.
- Confirm pump discharge piping, valving, flow metering and instrumentation configurations with City staff.
- Determine preferred materials of construction for the replacement pump and piping.
- Determine preferred components for the replacement pump control panel and other electrical gear.

Following this effort, West Yost will provide a Draft PDR to City staff for review. A review meeting will be held following the Draft PDR to review City comments. A Final PDR will be provided that incorporates City staff comments.

Task 3 Assumptions

- The review meeting will be held virtually using the MS Teams platform.
- Drawings and survey provided during previous PDR work will be used Preliminary Design. No additional survey will be required.

Task 3 Deliverables

- West Yost will prepare a Draft and Final PDR in electronic (PDF) format including 30 percent conceptual level drawings, cost estimate and proposed schedule for final design.

PROJECT SCHEDULE

West Yost proposed the schedule shown in Table 1. With the completion of preliminary design by January 2024, the City should be able to complete design by September 2024. The City will need to complete design of the interconnect Project by the third quarter of 2024 so that the ARPA grant funds can be obligated (meaning a grant agreement has been executed) by the December 31, 2024 deadline.

Table 1. Summary of Current and Proposed Budget by Task			
Task	Start Date	End Date	Total Months
Task 1. Project Management	September 2023	January 2024	4
Task 2. Assessment of Alternatives	September 2023	November 2024	2
Task 3. Preliminary Design	November 2024	January 2024	2

PROJECT BUDGET

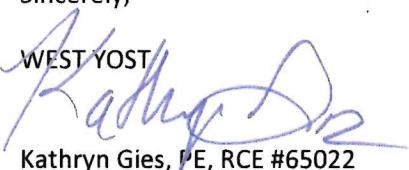
West Yost's estimated proposed fee for performing the engineering services described is \$43,398. West Yost will perform the proposed Scope of Services on a time-and-expense basis at the billing rates set forth in West Yost's 2023 Billing Rate Schedule provided in Attachment A. Table 2 summarizes the estimate hours and budget for this assignment. West Yost will not perform out of scope work or work in excess of the budgeted amount without obtaining prior authorization.

Table 2. Summary of Current and Proposed Budget by Task		
Task	Hours	Budget, dollars
Task 1. Project Management	15	4,173
Task 2. Assessment of Alternatives	64	14,724
Task 3. Preliminary Design	130	31,090
Total	206	\$49,987

We appreciate the opportunity to work with you on this Project. Please don't hesitate to contact me with any questions regarding this proposal.

Sincerely,

WEST YOST


Kathryn Gies, PE, RCE #65022
Principal Engineer

Attachment A West Yost 2023 Billing Rate Schedule



Attachment A

West Yost 2023 Billing Rate Schedule

2023 Billing Rate Schedule

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



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

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

2023 Billing Rate Schedule

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



Equipment Charges

EQUIPMENT	BILLING RATES
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Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Stainless Steel Wire per foot	\$0.03 / day
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

RESOLUTION NO. 2023-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE AUTHORIZING
THE CITY MANAGER TO EXECUTE TASK ORDER 1A WITH WEST YOST FOR
INSTRUMENTATION AND CONTOL RECOMMENDATIONS AND AS NEEDED
SUPPORT**

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

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

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

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

WHEREAS, in June 2023, the City Council approved Task Order 1 to complete a Title 22 report and after initiation of said Task Order, it has been determined that Inspection of the existing tertiary treatment equipment and discussions with the current operator indicate that various analyzers (e.g., turbidity, chlorine residual, etc.) needed to provide reliable treatment had either reached the end of their useful life but were not serviced or replaced or were not originally installed; and

WHEREAS, absence of these analyzers has operational implications and may also present issues with regulatory compliance.;

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby authorize the City Manager to execute Task Order 1A with West Yost for an amendment to Task Order 1 for instrumentation recommendations and as needed support.

The foregoing resolution was duly introduced and adopted by the City Council of the City of Ione at their regular meeting held on September 5, 2023 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Attest:

Stacy Rhoades, Mayor

Janice Traverso, City Clerk

RESOLUTION NO. 2023-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE AUTHORIZING THE CITY MANAGER TO EXECUTE TASK ORDER 4 WITH WEST YOST FOR ENGINEERING SERVICES TO ASSIST THE CITY IN RESCINDING AND REPLACING A CEASE-AND-DESIST ORDER

WHEREAS, in June 2023, the City Council approved a Master Services Professional Agreement with West Yost to provide professional engineering services for the City's entire wastewater system; and

WHEREAS, WWTP discharges are currently regulated under the following discharge permits:

- Waste Discharge Requirements (WDRs), Order No. R5-2013-0022-001 which is based on outdated conditions and plans.
- Cease-and-Desist Order (CDO), Order No. R5-014-0157 which is an enforcement action taken by the Regional Board related to discharge of secondary effluent in percolation ponds at the WWTP that caused elevated iron and manganese concentrations in nearby groundwater, and the potential for seepage of iron and manganese into Sutter Creek.

WHEREAS, the City has recently identified another possible approach to convey flow between the WWTP and COWRF that would rely on a City-owned pipeline that currently used to deliver secondary effluent from the ARSA pipeline to the WWTP's Storage Ponds 5 and 6; and

WHEREAS, additional assessment is necessary to define the pipeline facilities needed to connect the WWTP's irrigation pump station to the ARSA pipeline; and

WHEREAS, three issues will need to be evaluated as part of this effort:

1. There are already several pipelines located within the most direct alignment between the WWTP irrigation pump station and the ARSA pipeline and additional evaluation is needed to confirm whether this alignment is feasible.
2. The City-owned pipeline that is currently used to divert secondary effluent from away from the COWRF and to the WWTP must still be accessible for its intended use. Specifically, the pipeline was installed so that the City would have an alternate location for storage of flow in the event it could not be accepted at the COWRF. It is understood that such diversions occur only during periods when there are no golf course demands, but either ARSA or the MCSP require a discharge location. Because the City would only discharge to the COWRF during the irrigation season to supplement flows provided by ARSA or MCSP, this use of the pipeline is not expected to conflict with the intended use of the pipeline to deliver WWTP to COWRF. However, this assumption will need to be confirmed.
3. It was previously anticipated that the WWTP will be able to deliver up to 500,000 gallons per day (gpd) to meet the golf course needs. However, the golf course demands can be as high as 1,200,000 gpd. To optimize use of the WWTP flows over the long term, the City should have the ability both

discharge up to 1,200,000 gpd and to blend the WWTP flow with other sources of flow to the COWRF to meet the peak demands. To accommodate such blending, a new flow control structure facility may be needed at the COWRF site.

WHEREAS, alternatives should be assessed and will include:

1. Confirming the alternative alignment and discuss preliminary alignment concerns;
2. Confirmation of desired flow rates and blending needs; and
3. Confirmation of the pump sizing design criteria.

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby authorize the City Manager to execute Task Order 3 included as Attachment A with West Yost for the development of a Title 22 report for the City of Ione Castle Oaks Water Reclamation Facility and Golf Course.

The foregoing resolution was duly introduced and adopted by the City Council of the City of Ione at their regular meeting held on September 5, 2023 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Attest:

Stacy Rhoades, Mayor

Janice Traverso, City Clerk

Interconnecting Pipeline Project												
Contract Total												\$113,293.00
Invoice Date	3/5/2022	4/9/2022	5/7/2022	6/4/2022	8/6/2022	9/10/2022	10/8/2022	12/10/2022				
Invoice Number	2049224	2049226	2049363	2049819	2050462	2050702	2051277	2052056				
Project Number	988-50-21-01	988-50-21-01	988-50-21-01	988-50-21-01	988-50-21-01	988-50-21-01	988-50-21-01	988-50-21-01				
Service Dates	1/1/22 - 3/4/22	3/5/22 - 4/8/22	4/9/22-5/6/22	5/7/22-6/3/22	7/9/22-8/5/22	8/6/22-9/9/22	9/10/22-10/7/22	11/5/22-12/9/22				
Tasks									Spent to Date	Initial Task Limit	Total Remaining	
Task 1 - Preliminary Design (including Other Direct)	\$13,527.50	\$10,278.50							\$23,806.00	\$23,806.00	\$0.00	
Task 2 - Detailed Design (including Other Direct)		\$1,651.00	\$4,631.50	\$585.25					\$6,867.75	\$52,520.00	\$45,652.25	
Task 3 - Interagency & Regulatory Support (including Other Direct)	\$2,686.50				\$463.25	\$887.25	\$68.25	\$682.50	\$4,787.75	\$9,226.00	\$4,438.25	
Task 4 - Bid Services (including Other Direct)									\$0.00	\$14,030.00	\$14,030.00	
Task 5 - Overall Project Management (no Other Direct)	\$4,241.56	\$1,156.00							\$5,397.56	\$13,711.00	\$8,313.44	
Tasks Total										\$113,293.00	\$72,433.94	
	\$20,455.56	\$13,085.50	\$4,631.50	\$585.25	\$463.25	\$887.25	\$68.25	\$682.50	\$40,859.06	Spent to Date	\$40,859.06	
										Amount Remaining	\$72,433.94	

Spent in 2022	
\$40,859.06	

Spent in 2023	
\$0.00	

Rate Schedule	
EM/SM/GM I (McKinney)	\$302.00
PE/PS/PG I (Schilling)	\$273.00
SE/SS/SG II (Brown)	\$256.00
AE/AS/AG II (Shimberg)	\$224.00
CAD II	\$165.00
Administrative IV (Colorado)	\$144.00
Administrative III	\$131.00
EM/SM/GM II (Gies)	\$314.00
SE/SS/SG II (Hardy)	\$256.00
EM/SM/GM II	\$314.00
2023 Mileage Reimbursement Rate	\$0.585

WDR Permit Support						
Contract Total						\$14,999.00
Invoice Date	2/28/2022	3/31/2022	5/31/2022			
Invoice Number	2048664	2049033	2049539			
Project Number	988-50-22-02	988-50-22-02	988-50-22-02			
Service Dates	2/5/22-3/4/22	3/5/22-4/8/22	5/7/22-6/3/22			
Tasks				Spent to Date	Initial Task Limit	Total Remaining
Task 1 - Develop Strategy	\$1,486.00	\$3,510.00	\$9,873.00	\$14,869.00	\$14,999.00	\$130.00
				\$0.00		\$0.00
						\$0.00
						\$0.00
Reimburseables Expenses			\$105.29			\$0.00
Tasks Total					\$14,999.00	\$130.00
	\$1,486.00	\$3,510.00	\$9,978.29	\$14,869.00	Spent to Date	\$14,974.29
					Amount Remaining	\$24.71

Rate Schedule			Spent in 2022
EM/SM/GM I (McKinney)		\$302.00	\$14,974.29
PE/PS/PG I (Schilling)		\$273.00	
SE/SS/SG II (Brown)		\$256.00	
AE/AS/AG II (Shimberg)		\$224.00	
CAD II		\$165.00	
Administrative IV (Colorado)		\$144.00	
Administrative III		\$131.00	
EM/SM/GM II (Gies)		\$314.00	
SE/SS/SG II (Hardy)		\$256.00	
EM/SM/GM II		\$314.00	
2023 Mileage Reimbursement Rate		\$0.585	

WDR Renewal Assistance												
Contract Total												\$199,800.00
Invoice Date	9/30/2022	10/31/2022	11/30/2022	12/31/2022	1/31/2023	3/31/2023	4/30/2023	5/31/2023				
Invoice Number	2051223	2051673	2052034	2052356	2052573	2053218	2053546	2054197				
Project Number	988-50-22-03	988-50-22-03	988-50-22-03	988-50-22-03	988-50-22-03	988-50-22-03	988-50-22-03	988-50-22-03				
Service Dates	8/16/22 - 10/7/22	10/8/22-11/4/22	11/5/22-12/9/22	12/10/22-1/6/23	1/7/23-2/3/23	3/4/23-4/7/23	4/8/23-5/5/23	5/6/23-6/7/23				
Tasks									Spent to Date	Initial Task Limit	Total Remaining	
Task 1 - Contract and Permit Structure Review	\$2,677.50								\$2,677.50	\$19,000.00	\$16,322.50	
Task 2 - Capacity Analysis	\$5,435.00	\$1,014.00	\$10,093.00	\$5,542.50	\$450.00	\$945.00			\$23,479.50	\$35,300.00	\$11,820.50	
Task 3 - Seepage Study	\$1,881.00	\$705.00	\$19,999.00	\$10,789.50	\$6,082.75	\$1,047.00	\$18.47		\$40,522.72	\$45,700.00	\$5,177.28	
Task 4 - ROWD	\$1,344.00	\$2,288.50	\$10,056.25	\$5,041.50	\$195.00		\$97.50		\$19,022.75	\$66,400.00	\$47,377.25	
Task 5 - Regional Board Meeting							\$144.50	\$2,750.50	\$2,895.00	\$14,900.00	\$12,005.00	
Task 6 - As Needed Support			\$7,603.00	\$681.33					\$8,284.33	\$11,400.00	\$3,115.67	
Task 7 - Project Management	\$1,590.00	\$867.00	\$1,416.00	\$866.25	\$646.50				\$5,385.75	\$7,100.00	\$1,714.25	
Task 8 - Board/City Manager Orientation						\$1,260.00	\$3,423.00	\$17,581.00	\$22,264.00	\$0.00	-\$22,264.00	
Tasks Total	\$12,927.50	\$4,874.50	\$49,167.25	\$22,971.08	\$7,374.25	\$3,252.00	\$3,683.47	\$20,331.50	\$0.00	\$199,800.00	\$75,268.45	
									Spent to Date	Amount Remaining		
									\$124,531.55		\$75,268.45	

Spent in 2022
\$89,890.33

Spent in 2023
\$34,641.22

Rate Schedule	
EM/SM/GM I (McKinney)	\$302.00
PE/PS/PG I (Schilling)	\$273.00
SE/SS/SG II (Brown)	\$256.00
AE/AS/AG II (Shimberg)	\$224.00
CAD II	\$165.00
Administrative IV (Colorado)	\$144.00
Administrative III	\$131.00
EM/SM/GM II (Gies)	\$314.00
SE/SS/SG II (Hardy)	\$256.00
EM/SM/GM II	\$314.00
2023 Mileage Reimbursement Rate	\$0.585

FINAL DRAFT

(INSERT DATE)

(INSERT TRANSMISSION)

Honorable Judge J.S. Hermanson
Amador County Superior Court, Presiding Judge
500 Argonaut Lane, Jackson, CA 95642

Re: City of Lone Response-Grand Jury Report 2023

Dear Judge Hermanson,

Please find enclosed the response to the 2022-2023 Grand Jury Report, from the City of Lone (the "City"). The Lone City Council (the "Council") appreciates the Amador County Grand Jurys' ("ACGJ") time and welcomes the opportunity to answer further questions you or the ACGJ may have with regard to our response.

Background:

In 2020, our county experienced the worst pandemic in 100+ years. COVID-19. The State of California shut down businesses, implemented curfews, and banned public gatherings and meetings. City hall doors were locked and staff were quarantined for weeks at a time recovering from COVID. Evalynn Bishop Hall was and still remains, the City's Emergency Shelter. To assist governing bodies in dealing with the dire effects of the pandemic, the US Treasury Department approved the distribution of funds through the CARES ACT, with the requirement these funds were to be utilized per Amador County by December 18, 2020; and December 31st, respectively according to the federal guidelines. In addition, products, goods, and services normally readily available, now were backlogged for up to a year or more. These are the circumstances the City found itself in while planning to install an emergency backup generator at its Emergency Shelter, Evalynn Bishop Hall.

The Council was never informed of the fuel source until AFTER the generator was installed. The only action taken by the Council was the execution of the reimbursement resolution to coincide with the CARES ACT funding deadlines. The City had sixty (60) days from permit pull to completion of the project to avoid missing the deadline while relying on outside resources to assist, namely PG&E. Even under normal circumstances, a 60-day deadline with PG&E is optimistic at best, and close to impossible during the COVID years. As a point of reference, five months (150+ days) have passed and PG&E still has not connected the natural gas line to the propane tank. Without the propane tank as a fuel source and the CARES ACT funding, the taxpayers of Lone would have been responsible for the cost of installation (\$100,000). The CARES ACT funds were designed to help the people during a time of great need, and the City's intent was to do just that, in the best interest of our community.

This matter was forwarded to the Amador County Grand Jury ("ACGJ") for investigation, at the insistence of a council member, who took the position that "Propane tanks are illegal in Lone," and "Propane tanks are not allowed in Lone." The ACGJ made no mention of the fact six propane tanks already existed within the city limits and provided no documentation in their report as to when, if ever, propane tanks were banned, or the existing tanks were allowed under a grandfather clause. The documentation the ACGJ provided in its findings as evidence was incomplete and addressed the prohibition of 'Flammable and Combustible Liquids – Chapter 57 of California Fire Code, 2019,' while they should have been looking at 'Chapter 61 – Liquefied Petroleum Gases, 2016.' To date, the City has not adopted the 2019 Fire Codes which the ACGJ used as the basis of their report. All of what is mentioned here can be verified in the documents provided by the ACGJ.

What's troubling is just a few months after the tank was installed, a public bathroom was constructed directly across from several residences without a building permit or notice to residents. Despite numerous complaints and public outcry, the ACGJ chose to pursue an investigation against the City, on a project done to benefit the citizens of Lone and one the City could easily remedy within the confines of the city administration. Our community is facing a huge hardship with the loss of our schools on a ballot measure the county voted against, yet the school board moves forward with a project that will affect thousands of families and have a significant impact on a city that is expanding rapidly. How is this possible, that a propane tank fuel source is of greater importance and carries more gravity than our schools?

The ACGJ report contains multiple errors, use of non-applicable code sections, and speculation while omitting relevant documents. If the City is being admonished for not following Ordinance 489 then the ordinance should be included as a point of reference, as well as the applicable 2016 California Fire Code, Chapter 61, not the 2019 California Fire Code Chapter 57.

The ACGJ's main finding is the claim the City banned propane tanks in 2017 under resolution 489 and subsequently installed a propane tank in 2020. ACGJ's claim was, "Therefore, the tank was installed illegally." Yet, provides no evidence of a ban.

City Ordinance #489 does not ban LPG or Propane tanks. There is no mention of banning anything. It references Chapter 57 – Flammable Liquids in as much as identifying "where above-ground tanks are prohibited" The fire code even goes on to specify how far apart LP Gas tanks should be from these Class 1 and 2 liquid tanks further establishing that LPG/Propane tanks are not the ones referred to in the ordinance. **(5704.2.9.6.3 Separation between adjacent tanks containing flammable or combustible liquids and LP-Gas).**

From the National Fire Protection Agency's website:

What is the NFPA classification of LPG?

Storage of LP-Gas is covered in NFPA 58, Liquefied Petroleum Gas Code, while storage of flammable liquids is covered in NFPA 30, Flammable and Combustible Liquids Code. What is important is that propane is not a flammable liquid. It is a flammable, liquefied gas.

All Ordinance 489 did was adopt the 2016 California Fire Code and make minor naming changes from "jurisdiction" to "city". There is no city staff report, First or Second reading of an ordinance, public hearing, public notice, or minutes showing it was ever intended for Ordinance 489 to ban propane tanks. If propane tanks were banned, then it would have been brought to the attention of staff and council by way of the Interim City Manager or lone Fire Chief. At that time the city could have stopped the project or given itself a temporary permit (to meet the CARES ACT deadline) or a permanent variance to the code. As said above, the City would have easily resolved this matter. Allowing the ACGJ to investigate matters of a far more serious nature, e.g., the relocation of our schools or unpermitted structures.

Findings

F1: *The propane tank at Howard Park was installed in December of 2020, despite lone City Ordinance 489 prohibiting its installation.*

Response: Wholly Disagree.

Ordinance 489 does not ban propane tanks. Ordinance 489 simply adopted the 2016 California Fire Code and updated language that previously existed in the 2010 California Fire Code.

F2: *A permit to install the propane tank was issued without all departmental approvals.*

Response: Partially Disagree.

All departmental approvals were given as can be seen in the correspondence between department heads, however not all approvals were signed on the Departmental Routing Sheet. The city will ensure that all paperwork is in order and signed going forward. In February 2023, the City of Lone Finance Committee conducted an internal audit on a portion of the City's Purchasing & Bidding Policy, after which direction was given to staff to increase training and provide checks & balances to ensure policy is followed. The City has purchased new software that will allow staff to track all projects and maintain compliance.

F3: *Written policies and procedures for overseeing this public works project were not followed, which resulted in lack of adherence to state, county, and city regulations.*

Response: Disagree.

The state and county allow propane tanks and the city has frequently allowed the installation of propane tanks in the past. (As stated above) In February 2023, the City of Lone Finance Committee conducted an internal audit on a portion of the City's Purchasing & Bidding Policy, after which direction was given to staff to increase training and provide checks & balances to ensure policy is followed. The City has purchased new software that will allow staff to track all projects to maintain compliance.

F4: Turnover of the City Manager position in 2020 contributed to policies and procedures not being followed, which contributed to the propane tank installation in violation of the City Ordinance. Continued City Manager turnover resulted in further delays in correcting the violation.

Response. Wholly Disagree.

There was only ONE city manager during the permit application, the tank installation, and when the objection was made (Nov 30, 2020 – Feb 4th, 2021). During the entire course of the project, the City could have remedied the objection if it had been brought to the attention of the council by the city manager or Fire Chief. However, as previously mentioned, any delay to the project could have resulted in a forfeiture of the \$100,000 CARES ACT funding. We believe those involved were moving forward with no ill intent, as propane tanks were not banned. These findings appear to be pure conjecture and without merit.

F5: The generator can be retrofitted from propane to liquid natural gas.

Response: Agree.

The city is currently working on the retrofit.

F6: A secure pipeline can be trenched and connected from to the generator from the existing liquid natural gas line.

Response: Agree.

The city is currently working on securing the pipeline.

F7: The propane tank was removed on April 18, 2023, more than two years after it was installed (December 2020) and over two years after the City Council acknowledged there was an issue (February 2021)

Response: Wholly Disagree.

The tank was removed on April 18, 2023. The council never acknowledged there was an issue at the February 2021 meeting. The council was told there "may be issues" and the tank had been placed "in the

middle of cow chip bingo” which later turned out to be false. As previously mentioned, there was confusion and claims about the tank, but the council was never presented with any documents that backed up these statements.

F8: There was inconsistent follow-up from city staff when citizens raised concerns.

Response: Wholly Disagree.

According to the official minutes provided by the Grand Jury for the February 2021 meeting, there were no citizen concerns during the discussion of the tank at the council meeting. The only comments were from a councilperson as noted in the above responses. What citizens said or did not say outside of an official meeting is unknown and no correspondence with staff was included in the Grand Jury list of documents.

Recommendations:

R1: The Grand Jury recommends the City follow policies and procedures to ensure public works projects comply with state, county and local laws.

Response: Agree.

As stated, the City has taken action to ensure compliance.

R2: The Grand Jury recommends that any adopted policy and procedure contain a mechanism to bring the new City Manager up to date and inform him or her about all ongoing city projects.

Response: Agree.

As stated, the City has taken action to ensure all staff are aware of all city projects.

R3: The Grand Jury recommends the City establish a system to confirm that projects are completed as intended and that they conform to City, County and State laws and regulations.

Response: Agree.

As stated, the City has taken action to ensure compliance.

R4: The Grand Jury recommends the city connect the generator to the existing natural gas line.

Response: Agree.

This is already being done but it has been over 5 months and PG&E has not yet made the connection. This delay should serve as a reminder that the City relies on contractors/vendors and has no control over third-party scheduling and support the city opting for the propane tank during the CARES timelines.

***R5:** The Grand Jury recommends the City establish procedures to ensure that staff prioritizes and responds to reasonable citizen complaints in a timely manner, including those complaints voiced at council meetings.*

Response: Agree.

This is an existing city policy in place and will be followed by staff.

In closing, while we appreciate the time the ACGJ spent, had the initial complaint been weighed against other matters, the City believes staff and Council would have been able to reach an appropriate resolution on its own accord without involving the ACGJ and a subsequent investigation.

Sincerely,

Stacy Rhoades, Mayor
City of Lone