



CITY OF IONE
IONE, CA 95640

REGULAR MEETING STARTS AT 6:00 PM

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=d3lWtW0zbVJLbQpQNXBDQWtpZkRyUT09>

Meeting ID: 235 196 1316

Passcode: 95640

Tuesday, March 19, 2024

*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:

1. PUBLIC EMPLOYEE APPOINTMENT (Gov. Code § 54957)

Title: City Manager.

2. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code § 54957.6)

Agency Representative: Legal Counsel

Unrepresented Employee: City Manager

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



CITY OF IONE
IONE, CA 95640

6:00 P.M. REGULAR MEETING AGENDA

A. PLEDGE OF ALLEGIANCE

B. REPORT OUT OF CLOSED SESSION

C. APPROVAL OF AGENDA

D. PRESENTATIONS/ANNOUNCEMENTS

1. Proclamation for Red Cross

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

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

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

F. INFORMATION ITEMS:

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

1. February 2024 Fire Department Report
2. February 2024 Police Department Report
3. February 2024 Administrative Report
4. February 2024 Building Department Report
5. February 2024 WWTP Report
6. February 2024 Engineering Report
7. February 2024 Public Works Department Report
8. February 2024 City Clerk's Report

G. CONSENT CALENDAR:

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

1. Minutes of February 20, 2024



CITY OF IONE
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2. Warrants – approval of warrants.
3. Creation of a Section 125 Plan for Employees and Adoption of Budget Amendment
Recommendation: Adopt Resolution 24- Authorizing A Budget Amendment To The Fiscal Year 2023-2024 Operating Budget to incorporate a Section 125 Plan.*
4. Update of Employee Handbook
Recommendation: Adopt Resolution 24- Approving an Updated Employee Handbook And Rescinding Prior Versions.*
5. Side Letter Agreement with IPOA
Recommendation: Adopt Resolution 2024- Authorizing the Interim City Manager to sign a Side Letter Agreement with IPOA regarding the Section 125 Program.*

H. REGULAR AGENDA:

1. Overview of Wastewater Treatment Plants – Path Forward.
Recommendation: For information and staff direction.
2. Discussion regarding Agreement with Portlock International.
Recommendation: For information and staff direction.
3. Discussion regarding appointment or election of City Clerk position.
Recommendation: For staff direction.
4. Discussion regarding the establishment of a Memorial Tree Program.
Recommendation: For staff direction.
5. Discussion regarding the Purchase or lease of a tractor for Ed Hughes Memorial Arena.
Recommendation: For staff direction.

I. REPORTS AND COMMUNICATIONS FROM CITY ATTORNEY

J. REPORTS AND COMMUNICATIONS FROM CITY MANAGER

K. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEMS

L. RESUME TO CLOSED SESSION IF NECESSARY



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M. REPORT OUT OF CLOSED SESSION

N. ADJOURNMENT TO REGULAR MEETING ON APRIL 2, 2024

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.

PROCLAMATION AMERICAN RED CROSS MONTH, 2024

WHEREAS, During American Red Cross Month in March, we recognize the compassion of people in Ione and reaffirm our commitment to care for one another in times of crisis; and

WHEREAS, this generous spirit is woven into the fabric of our community and advances the humanitarian legacy of American Red Cross founder Clara Barton—one of the most honored women in our country’s history—who nobly dedicated herself to alleviating suffering; and

WHEREAS, today, kindhearted individuals in our community exemplify Barton’s commitment as they step up through the Red Cross in the Gold Country Region to provide a beacon of hope for our neighbors in need. Through their voluntary and selfless contributions, they make a lifesaving difference in people’s darkest hours—whether its delivering shelter, food and comfort during disasters; providing critical blood donations for hospital patients; supporting military families, veterans and caregivers through the unique challenges of service, saving lives with first aid, CPR and other skills; or delivering aid and reconnecting loved ones separated by global crises; and

WHEREAS, we hereby recognize this month of March in honor of all those who lead with their hearts to serve people in need, and we ask everyone to join in this commitment to strengthen our community.

NOW, THEREFORE, I, Alison LaFayne, Mayor of Ione, by virtue of the authority vested in me by the laws of City of Ione and the State of California, do hereby proclaim March 2024 as Red Cross Month. I encourage all citizens of Ione to reach out and support its humanitarian mission.

The foregoing Proclamation was duly introduced and adopted by the City Council of the City of Ione at their regular meeting held on March 19, 2024 by the following vote:

AYES: LaFayne, Wratten, Atlan, Mitchell, Rhoades

NOES: None

ABSENT: None

ABSTAIN: None

Alison LaFayne, Mayor

Attest:

Janice Traverso, City Clerk

CITY OF IONE
FIRE DEPARTMENT
February 2024 Department report

The City of Ione Fire Department had a very busy month of both training and incidents, along with public events and fire prevention and station tours

The Department responded to a total of 126 calls for service.

Fire Prevention Continued Plan check reviews and inspections and Home sprinkler inspections

Daily training for a total of 250 hours of on duty training

Weekly Department training 5 drills for 300 hours of combined time of the volunteers and paid staff

Covering : Hazardous Materials

Low Angle Rope Rescue

Vehicle Extrication – Jaws

Pre Planning and commercial building fire fighting tactics

Fire Ground Officer training and Incident command

Youth Fire Cadets held there two drills for the month for a total of 60 hrs of combined time

Low Angle Rope Rescue

Special rescue operations

Water Rescue 2nd phase of their training

Fire Station #2 was used as the new Polling site for the western end of the county during the recent primary elections beginning February 23rd to March 6th

OES/Task Force The City of Ione Fire Department also participated in a county wide fire task force that was pre positioned during the expected winter storm on Feb 29th until March 3rd

We staffed two fire engines (one at station 1 and one at station 2) for immediate use anywhere in the county, along with one task force leader (Chief Mackey) for a total of 8 personnel all on the master mutual aid agreement from the Cal OES to cover all cost and salaries. The crews did multiple deployments through out the county for training and pre planning but none of the 5 units in the county were needed on any actual incidents.

(Other agencies involved: Mule Creek Fire , Jackson Valley Fire, Amador Fire)

Fires – The department did respond to two separate reported commercial building fires, one of which was confined to the kitchen is still under investigation by the Fire Marshal due to the suspicious nature and activity, the second was food on the stove that activated an alarm, no damage.







COMMAND
POST





INCIDENT NAME

Preston

I.C.

6200

OPERATIONS

6209

SAFETY

6203

INTERIOR

Ventilation

Div A

6232 - Pt care

Div B

6234 - Running

Div C

R-6 - System

Div D

P.A.T.

Arrived

Enroute not assigned

6230

6231

6232

6233

6234

6235

6236

6237

6238

6239

6240

SCENE DRAWING

Water supply/Tenders

City of Ione Fire Station No. 2



CITY OF IONE
FIRE STATION No.1

22 W. JACKSON





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Agenda Item #F2

DATE: MARCH 19, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JOHN ALFRED, CHIEF OF POLICE

SUBJECT: RECEIVE AND FILE POLICE DEPARTMENT 2024 FEBRUARY REPORT

RECOMMENDED ACTION:

Receive and file Police Department 2024 February Report

FISCAL IMPACT:

There is no fiscal impact associated with this item.

BACKGROUND:

This monthly report is for February 2024. This report is designed to give you an understanding of the day-to-day operations of the Ione Police Department and staff for February 2024.

ATTACHMENTS:

Summary – 2024 February Report

IONE POLICE DEPARTMENT

February REPORT

Data is from February 1st to February 29th



**CITY OF IONE
POLICE DEPARTMENT
2024**

February Report to City Council

Data is from February 1st to February 29th

1. Calls for Service

2023 – February	490
2024 – February	590

2. Patrol Statistics

Type of Call	2023 – February	2024 – February
Officer Initiated Incidents	414	481
Traffic Stops	143	183
Other OIA Incidents	271	298
Business Checks	203	237
Vehicle/Person Checks	13	22

Type of Report	2023 – February	2024 – February
Total Reports	34	26
Accident Reports	3	1
Corner's Case	1	0
Felony	3	6
Information Report	11	11
Infraction	1	2
Misdemeanor	15	6
Unclassified	0	0

Arrests	2023 – February	2024 – February
Total Arrests	13	4
Misdemeanor	12	2
Felony	1	2

Citations	2023 – February	2024 – February
Total	15	13
Felony	0	0
Misdemeanor	8	2
Infraction	7	11

3. Staffing Levels

- 1 Chief
 - 1 Sergeant
 - 2 Corporals
 - 3 Officers
 - 1 Reserve
 - 1 Part-time Administrative Analyst
- As of the date of this report, we are down one full-time sworn position. We have one reserve position open and are in the process of recruiting to fill both positions. We have one new police officer who is currently in training. We hope she will be solo by mid-2024.
 - We currently run 12-hour shifts for patrol staff and corporals (Day Shift 6 AM – 6 PM, Graveyard 6 PM – 6 AM). Due to staffing levels, the Corporal overlap shift is not used. The Sergeant and Chief work a standard 8-hour shift Monday Through Friday.

4. Volunteer Unit

- This month, the volunteer unit was used for office duties, and 29.75 hours were volunteered.
- The Police Department could only function with the support of our volunteer unit. The volunteers assist with records, property and evidence, special events, vacation home checks, and other collateral duties as assigned.

5. Notable Cases

- On 2/2/24 at 1647 hours, Officers responded to a traffic accident where the responsible party decided to leave the scene. Officers found a matching vehicle traveling south on South Church Street. Officers observed the vehicle was speeding and failing to maintain its lane. An enforcement stop was conducted, and the vehicle failed to yield for approximately a quarter of a mile. When the vehicle pulled over, the driver hit several bushes before coming to a stop. The driver and an eight-year-old child occupied the vehicle. Officers smelled an alcoholic beverage coming from inside the vehicle. Officers conducted a DUI investigation and arrested the driver. Sadie Bennett was arrested for 23152 (a) VC – DUI, 23152(b) VC – DUI over .08, and 273 A (B) PC – Child Endangerment.
- On 2/11/24 at 1517 hours, Officers observed a vehicle in the Lone Plaza Parking lot without registration. Officers contacted the driver of the vehicle. A records check revealed the driver had an outstanding warrant for her arrest for vehicle theft. Jayme Pauline was arrested for an outstanding felony warrant out of Sutter County.
- On 2/23/24 at 1207 hours, Officers observed a vehicle traveling west on Shakeley Lane with a broken taillight and an obstruction on the rearview mirror. A traffic enforcement stop was conducted. A records check revealed the driver had a suspended license and a felony warrant. A search of the vehicle revealed an open bottle of vodka in the vehicle and marijuana on the driver. Aris Oneal was arrested for the felony warrant out of San Joaquin County for 242 PC – Battery, 10851 (a) PC – Vehicle Theft, 2800.0(a) VC – Felony Evading, and 496 (d) PC – Possession of a stolen vehicle. Oneal was also charged with Driving on a suspended license, possession of marijuana while driving, and possession of an open container.

- During February, the Lone Police Department handled the following new investigations:

- 2 – Accidents/Hit and Run Investigations
- 1 – Child abuse investigation
- 1 – DUI Investigation
- 1 – Mental health detention
- 2 – Felony Warrants cleared
- 2 – Domestic Violence Investigations
- 1 – Counterfeiting Investigation
- 1 – Child Porn Investigation
- 1 – Elder Abuse / Sexual Assault Investigation



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Agenda Item #F3

DATE: MARCH 19, 2024

TO: AMY GEDNEY, INTERIM CITY MANAGER

FROM: JODI STENECK, FINANCE MANAGER

SUBJECT: FEBRUARY 2024 FINANCE/ADMINISTRATIVE REPORT

To provide information regarding the activities of the Administration Department for the month of February 2024

Agendas & Meetings:

- Prepared and/or attended:
 - Two City Council meeting, one Wastewater Committee meeting, one Parks and Recreation Commission meeting and one Planning Commission meeting.

Recreation Program:

- Advertised for seasonal part-time help, specifically Pool Manager, Lifeguards, Youth Leader and Youth Program Manager.
- Created an Adopt-A-Park Handbook.

Human Resources:

- EDD Hearing regarding unemployment benefits.
- Hired a Police Officer.
- Resignation processed.

Finance – Sewer Rate Study:

- Provided additional customer data as requested.
- Meeting with Willdan to discuss items provided and next steps.

Finance – 2020-21 Financial Audit

- GASB 75 Valuation completed
- Reconciliation of liability accounts
- Requested Payroll Disbursement reports from PayChex
- Sent auditors supporting documents per samples selected.

Finance - Accounts Payables:

- Seventy-seven (77) warrants for a total of \$361,151.74

Grant Administrator:

- Completed and submitted LEAP grant extension.
- Provided Unemployment Insurance Employer Identification (UEI) Policy
- Presentation to City Council on HOME grant progress

Attachments:

- Cash Flow by Fund report

CASH FLOW BY FUND

		2/1/2024			2/29/2024		
		Beg	Rev	Exp	Changes		End
					Asset	Liabilities	
1111-00-1000	GENERAL FUND	221,896	837,651	337,724	-1,300	52,320	775,442
1222-00-1000	GENERAL FUND OPERATING RESERVE	187,269	0	0	0	0	187,269
1333-00-1000	GENERAL FUND CAPITAL RESERVE	262,177	0	0	0	0	262,177
2111-00-1000	GAS TAX FUND	1,143,074	129,590	10,391	-3,067	144	1,265,483
3111-00-1000	WWTP-OPER & MAINT	994,064	446	129,988	-482	19,051	884,054
3121-00-1000	SEWER CIP FUND	2,312,424	0	0	0	0	2,312,424
3131-00-1000	TERTIARY PLANT FUND	-938,152	-50,978	42,625	-68,478	6,428	-956,849
4111-00-1000	SWIMMING POOL	-41,174	0	2,538	0	0	-43,711
4121-00-1000	RECREATION	0	0	6,446	0	0	-6,446
4211-00-1000	TRANSP COMMISSION - LOCAL	163,841	0	0	0	0	163,841
4311-00-1000	ED HUGHES MEMORIAL ARENA	-8,801	1,801	1,009	0	-4	-8,013
4411-00-1000	STATE OF EMERGENCY	-34,659	0	0	0	0	-34,659
5117-00-1000	GRANT-FEMA SAFER GRANT	50,785	0	0	0	0	50,785
5118-00-1000	CALIFORNIA SURCHARGES	10,131	0	0	0	0	10,131
5119-00-1000	COVID RELIEF	1,259,719	0	0	0	0	1,259,719
7112-00-1000	GRANT-REHAB HOUSING TRUST	54,371	0	0	0	0	54,371
7113-00-1000	GRANT-LOW INCOME HOUSING	85,615	0	0	0	0	85,615
7114-00-1000	GRANT-97-HOME 0260 GRANT	779	0	0	0	0	779
7115-00-1000	GRANT-01-HOME 5180 GRANT	162	0	0	0	0	162
7116-00-1000	GRANT-FIRST TIME HOME BUYERS	150,286	0	0	0	0	150,286
7117-00-1000	GRANT-06-HOME 2370 GRANT	108,693	0	2,046	0	0	106,647
7118-00-1000	GRANT-05-STBG 1381 GRANT	63,965	0	0	0	0	63,965
7119-00-1000	GRANT-08-HOME 4711 GRANT	570,402	0	3,408	0	0	566,994
7120-00-1000	GRANT-10-HOME 6852 GRANT	2,932	0	0	0	0	2,932
7121-00-1000	GRANT-SELF HELP HOUSING	157,745	0	1,363	0	0	156,382
7122-00-1000	CDBG-EMERGENCY SM BUS LOAN	-53,200	0	0	0	0	-53,200
8211-00-1000	CONSERVATION MAINT. FIRE BREAK	16,849	0	0	0	0	16,849
8221-00-1000	LIGHTING, LANDSCAPE & MAINT.	65,603	0	27,493	0	-1,955	36,155
8231-00-1000	ARSA	-10,000	0	0	0	0	-10,000
9111-00-1000	CFD-COMMUNITY FACILITIES DIST.	-177,675	0	35,774	0	0	-213,448
9511-00-1000	IMPACT FEES-FIRE DEPT(WAS CAP)	-607,329	0	6,989	0	3,494	-610,824
9513-00-1000	IMPACT FEES-PD (WAS CAP)	1,062,748	0	0	0	0	1,062,748
9514-00-1000	IMPACT FEES-PARKS (WAS CAP)	1,201,850	0	0	0	0	1,201,850
9515-00-1000	IMPACT FEES - GENERAL PLAN	-240,729	0	0	0	0	-240,729
9516-00-1000	IMPACT FEES-GEN. ADMIN	246,202	0	0	0	0	246,202
9517-00-1000	CITY DRAINAGE CIP FUND	126,972	0	0	0	0	126,972
9518-00-1000	TRAFFIC MITIGATION FEE-LOCAL	1,742,109	0	0	0	0	1,742,109
9519-00-1000	TRAFFIC MITIGATION FEE-REGNL.	111,454	0	0	0	0	111,454
9520-00-1000	RAILROAD DEPOT PARK	49,380	0	0	0	0	49,380
9612-00-1000	COPS (AB3229)	190,078	0	0	0	0	190,078
9613-00-1000	MEASURE M	982,125	42,750	45,915	0	-1,015	977,945
9614-00-1000	PUBLIC SAFETY-PROP 172	2,762	0	0	0	0	2,762
9670-00-1000	RESTRICTED - POLICE FUND	720,404	1,175	68,437	0	1,830	654,972
9675-00-1000	RESTRICTED - FIRE FUND	801,753	1,886	23,444	0	507	780,702
9721-00-1000	ASSET SEIZURE	8,564	0	0	0	0	8,564
9731-00-1000	AFFORDABLE HOUSING DEV. FEE	53,715	0	0	0	0	53,715
TOTALS		13,071,178	964,320	745,589	-73,327	80,799	13,444,034



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IONE, CA 95640

Agenda Item #F4

DATE: MARCH 19, 2024

TO: AMY GEDNEY, INTERIM CITY MANAGER

FROM: JOSHUA TIRAPELLI, BUILDING OFFICIAL
JORDAN DOERKSEN, ADMINISTRATIVE ASSISTANT

SUBJECT: FEBRUARY 2024 BUILDING DEPARTMENT REPORT

To provide information regarding the activities of the Building Department for the month of February 2024.

Permits Issued:

• Solar:	6	\$3,265.40
• HVAC:	4	\$884.00
• Reroof:	1	\$280.47
• Pool:	0	\$ -
• Patio Cover:	0	\$ -
• New SFD:	0	\$ -
• Garage/Carport:	0	\$ -
• Water Heater:	2	\$442.00
• Meter Panel:	1	\$166.00
• Misc. Electrical:	1	\$276.56
• Misc. Building:	2	\$3,298.00
• Misc. Plumbing:	0	\$ -
• Tenant Improvement:	1	\$166.00

TOTAL	18	\$8,778.43
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Inspections Completed:

• Code Enforcement:	0
• Consultation:	0
• Drywall:	2
• Electrical:	0



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• Electrical Panel:	4
• Final Inspections:	6
• Footings:	4
• Framing:	3
• Garage/Carport:	0
• HVAC Final:	2
• Insulation:	3
• Lath:	0
• Mechanical:	1
• Patio Cover:	1
• Pool/Spa:	1
• Re-Roof:	0
• Roof Nail:	0
• Sewer Lateral:	4
• Shear Nailing:	5
• Solar P/V Final:	6
• Structural Slab:	4
• Water Heater:	1
• Water Lateral:	0

TOTAL	47
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MONTHLY OPERATIONS REPORT

for the: City of Lone

Castle Oaks and the Wastewater Treatment
Facilities

Wastewater Services

February 2024

RE: FEBRUARY 2024 MONTHLY OPERATIONS REPORT

Dear Mrs.Godney:

WaterStone Services is pleased to present our monthly operations report detailing our operations and maintenance activities at your wastewater treatment facilities during the previous month. Our report addresses the following key areas of concern:

1. Monthly Operations Summary
2. Plant Compliance
3. Plant Process and Performances
4. Collection System
5. Items for Client Approval
6. Process Chemicals
7. Solids Disposal
8. Safety

Should you have any questions or concerns regarding this report or any aspect of our operation, please don't hesitate to contact me.

Thank you for your time,

Sincerely,

Kathy Stone- Operations Manager

Justin Granados- Facility Manager

1.0 MONTHLY OPERATIONS SUMMARY

- **COMPLETED ALL MONTHLY REPORTS**
- **SUBMITTED DMR REPORT TO WATER BOARDS**
- **ALL PERMIT MONTHLY SAMPLES COMPLETED**
- **ALL CALIBRATION OF METERS, PROBES AND QA/QC COMPLETED**
- **RESPONDED TO CALL-OUTS AND ALARMS**
- **WORK IN PROGRESS ON SOP'S FOR THE FACILITIES**
- **HELD STAFF MEETINGS WEEKLY TO DISCUSS FACILITY OPERATIONS/ISSUES AND UPCOMING PROJECTS**
- **CHECKED AND INSPECTED LIFT STATIONS DAILY**
- **CHANGED OIL IN THE AERATORS**
- **GREASED AERATORS**
- **INSPECTED EYEWASH STATIONS AND EMERGENCY SHOWERS**
- **INSPECTED ALL FIRE EXTINGUISHERS**
- **EXERCISED EMERGENCY GENERATOR ON 2/22**
- **COMPLETED FACILITY INSPECTION**
- **WORKED ON THE PRETREATMENT PROGRAM AND PUT FOG FLYER IN MARCH'S NEWSLETTER**
- **COMPLETED INSPECTIONS ON COLLECTION SYSTEM HOT SPOTS/CLEANING**
- **SAFETY SIGNAGE POSTED AT BOTH FACILITIES**
- **RESPONDED TO SPILL ON 2/27, ALL REQUIRED AGENCIES WERE NOTIFIED AND DOCUMENTATION**
- **COMPLETED**
- **TEL-STAR WAS ON SITE 2/20 TO REPAIR SOUTH VALLEY SCADA**
- **POWER OUTAGE ON 2/19 REPAIRED, BACK ON LINE 2/19**
- **INDUSTRIAL ELECTRIC INSTALLED THE MOTOR ON THE AERATOR IS UP AND RUNNING**
- **MOVED AERATORS AROUND THE VARIOUS POND FOR BETTER AERATION TRANSFER**
- **ATTENDED HERBICIDE CLASS TO BE ABLE TO SPRAY THE DUCK WEED IN THE PONDS**
- **SOUTH VALLEY COMMUNICATION ISSUE ON 2/17 ORDERED NEW PART FOR TELSTAR TO INSTALL**
- **COMPLETING JSA FOR VARIOUS PROJECTS**
- **ORGANIZED SHOP FOR BETTER UTILIZATION**
- **CONTACTED PARKSON AND NOLTE FOR SPECIFIC FACILITY DRAWINGS**
- **WORKED ON IWORKS IMPLEMENTATION**
- **FIXED CABLES ON THE AERATORS**
- **PUT TOGETHER JETTING MAP OF ALL CITY SEWER LINE HOT SPOTS**
- **BEGAN REPLACING OVER/UNDER SIZED FUSES ON ELECTRIC PANELS**
- **BEGAN APPLYING HERBICIDES ON A SCHEDULE FOR ALL PONDS**
- **REMOVED DEBRIS/RAGS FROM AERATORS AS NEEDED**
- **COMPLETED THREE SAFETY TRAININGS AMONG STAFF**
- **RESPONDED TO RESIDENT CONCERNS AND QUESTIONS ABOUT SEWER LATERALS AND CONNECTIONS.**
- **BEGAN EXERCISING EQUIPMENT IN PREPARATION OF TERTIARY PLANT START-UP**

2.0 PERMIT COMPLIANCE

Central Valley Regional Water Quality Control Board provides a Permit for the Operation of the Pond Treatment System. BOD excursions occurred in January. The State Water Resources Control Board was notified and an explanation letter was sent to the state regulator. All other regulatory water quality monitoring requirements were met. The WWTP Facilities achieved compliance with weekly parameters, as documented in **TABLE 1.1** below.

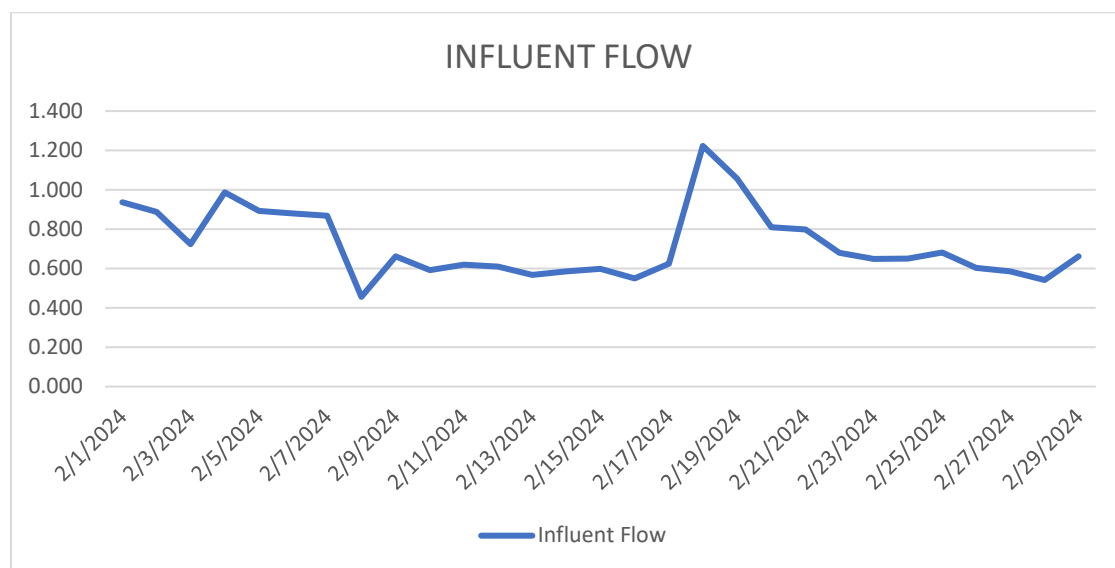
TABLE 1.1 – PERMIT COMPLIANCE						
POND	PARAMETER	PERMIT LIMIT	FREQUENCY	AVERAGE	MONTHLY HIGH	MONTHLY LOW
1	Dissolved Oxygen	>1.0 X 3	Weekly	2.9	2.94	2.01
2	Dissolved Oxygen	>1.0 X 3	Weekly	3.50	4.10	2.90
3	Dissolved Oxygen	>1.0 X 3	Weekly	3.9	4.7	3.5
4	Dissolved Oxygen	>1.0 X 3	Weekly	4.25	4.70	3.5
5	Dissolved Oxygen	>1.0 X 3	Weekly	*	*	*
6	Dissolved Oxygen	>1.0 X 3	Weekly	*	*	*
7	Dissolved Oxygen	>1.0 X 3	Weekly	*	*	*
POND	PARAMETER	PERMIT LIMIT	FREQUENCY	AVERAGE	MONTHLY HIGH	MONTHLY LOW
1	pH	6.0-9.0	Weekly	6.72	6.98	6.37
2	pH	6.0-9.0	Weekly	6.54	6.80	6.07
3	pH	6.0-9.0	Weekly	6.28	6.47	6.02
4	pH	6.0-9.0	Weekly	6.14	6.29	6.01
5	pH	6.0-9.0	Weekly	*	*	*
6	pH	6.0-9.0	Weekly	*	*	*
7	pH	6.0-9.0	Weekly	*	*	*
POND	PARAMETER	PERMIT LIMIT	FREQUENCY	AVERAGE	MONTHLY HIGH	MONTHLY LOW
1	Freeboard	2.0	Weekly	2.0	2.0	2.0
2	Freeboard	2.0	Weekly	2.0	2.0	2.0
3	Freeboard	2.0	Weekly	2.0	2.0	2.0
4	Freeboard	2.0	Weekly	2.0	2.0	2.0
5	Freeboard	2.0	Weekly	9.9	10.0	9.8
6	Freeboard	2.0	Weekly	5.5	5.6	5.4
7	Freeboard	2.0	Weekly	9.6	9.6	9.6
POND	PARAMETER	PERMIT LIMIT	FREQUENCY	AVERAGE	MONTHLY HIGH	MONTHLY LOW
1	Berm Condition	Visual	Weekly	OK	OK	OK
2	Berm Condition	Visual	Weekly	OK	OK	OK
3	Berm Condition	Visual	Weekly	OK	OK	OK
4	Berm Condition	Visual	Weekly	OK	OK	OK
5	Berm Condition	Visual	Weekly	OK	OK	OK
6	Berm Condition	Visual	Weekly	OK	OK	OK
7	Berm Condition	Visual	Weekly	OK	OK	OK
POND	PARAMETER	PERMIT LIMIT	FREQUENCY	AVERAGE	MONTHLY HIGH	MONTHLY LOW
1	Seepage/Odor	Visual	Weekly	OK	OK	OK
2	Seepage/Odor	Visual	Weekly	OK	OK	OK
3	Seepage/Odor	Visual	Weekly	OK	OK	OK
4	Seepage/Odor	Visual	Weekly	OK	OK	OK
5	Seepage/Odor	Visual	Weekly	OK	OK	OK
6	Seepage/Odor	Visual	Weekly	OK	OK	OK
7	Seepage/Odor	Visual	Weekly	OK	OK	OK

* Pond level too low to safely sample

INFLUENT FLOW – Wastewater Treatment Pond Plant

The total Influent flow of 20.980 MGD of wastewater has been recorded for the month of February. The average daily influent flow for January was 0.723 MGD. A maximum daily flow of 1.223 MGD was recorded on February 18th. A minimum daily flow of 0.456 MGD on February 8th.

Graph 2 below trends the Influent flow for the month.



3.0 PLANT PROCESSES AND PERFORMANCE

Solids – Tertiary Treatment Plant

Draining clarifier, solids sent to drying beds

Plant Loads

The plant loading consists of domestic wastewater.

Influent Headworks

Station is inspected daily. Filter screen cleaned as needed.

Aeration

Three aerators went down in February. All have since been put back on line.

Farmer's Irrigation - N/A FOR FEBRUARY

4.0 Collection System

DESCRIPTION	
<p>SHAKELEY MANHOLES #3850 -#3845; 197FT #3844-#3840; 227FT #3846-#4094; 288FT #4094-#4096; 270FT #4098-#4096; 155FT VIOLET LANE #3653-#3653; 150FT #3651-#3653; 355FT #3649-#3651; 425FT W. JACKSON ST. LOCATED IN FRONT OF 'FINCH BODY SHOP'; 225 FT. CITY HALL MH #3696 SOUTH; 60 FT #3696 NORTH; 70 FT #3696-#3694; 284 FT #3694-#3685; 130 FT 700 NUNER DR. MH #5002 REMOVED 2 IN. OF ASPHALT FROM ON TOP OF MANHOLE LID. RAN FROM MH# 5002; 60 FT AND CLEANED LINE.</p> <p>OAK RIDGE DR. MANHOLE #3810-#3808; 228FT #3812-#3815; 177FT #3815-#3808; 211FT #3806-#3808; 336 FT #3802-#3806; 288FT SUTTER LN. MH #3855-#3804; 308FT MH #3856-#3855; 195FT MH #3858-#3856; 139 FT MH #3860-#3858; 288FT MH #3870-#3860; 385 FT SUTTER LN. MH # 3870 - #3872 348FT MH # 3874 - #3872 320FT MH # 3566 - #3564 550FT MH #3554 - #3564 478FT SHAKELEY LN. MH # 3874 - #3554 178FT MH # 3554 - #3879 375FT MH #3890 - #3876 260FT MH #3892 - #3890 205FT MH #3894 - #3892 245FT MH #6074 - #3894 265FT</p>	
TOTAL LENGTH CLEANED	8673'

5.0 ITEMS REQUIRING CLIENT APPROVAL

ITEM	CRITICALITY	STATUS	COMPLETION DATE
CL 2 METER	HIGH	APPROVED	1/12/2024
CO LIFT SENSOR	MEDIUM	APPROVED	N/A
CHEM SPEED DIAL POLY	HIGH	APPROVED	2/22/2024
CHLORINE TANK PLUMBED	MEDIUM	APPROVED	1/15/24
PAINT FOR WWTP OPERATIONS AND TOOL SHED BUILDINGS	MEDIUM	APPROVED	N/A
CHEMICAL OXYGEN DEMAND COLORIMETER AND TEST KIT	MEDIUM	APPROVED	2/13/2024

6.0 PROCESS CHEMICALS

The process chemical inventory (chlorine, polymer) are the bulk of chemicals used at the plant. All chemicals used are being tracked on a daily basis.

7.0 SOLIDS DISPOSAL

Sludge is separated from water and deposited in the solids sludge drying bed. When enough is collected it will be analyzed and sent to the disposal site.

8.0 SAFETY

Safety of the Waterstone Services staff, and the facility itself is a critical concern. Safety meetings topics for the month of February included: *Pesticide safety training, Waterstone Injury and illness prevention plan, and Back safety in the workplace training videos*. We are pleased to report that there were no workplace accidents or injuries in the past month.



Attachment Item #F5A

Date: 14 March 2024
To: Amy Gedney
From: Justin Granados
Re: Monthly Report

Hello Amy,

I apologize for the delay on February's report; it was delayed due to waiting on lab results. As it reads in the report to the state, we have since put all aerators back online. January and February are difficult months to produce dissolved oxygen, due to short days with little sunlight and cold temperatures, making our aerobic bacteria less active, resulting in high BOD concentrations. With three aerators going down on us, it made things a bit difficult to manage the dissolved oxygen. However, with longer days now and warm weather approaching, the bugs will become active again, on top of all aerators now being back online which will enhance operations.

The team plans to utilize the sun as a natural oxygen producer this summer and give aerators downtime to perform general maintenance on them, as well as provide energy savings. We are also researching chemically enhanced primary treatment options for the pond plant. If applied correctly, we could possibly see an increase in energy savings next winter and ensure we avoid another BOD permit violation.

If you have any questions in regards to the reports, please feel free to contact me.

Sincerely,

Justin Granados
Facility Manager

Please be sure to send monitoring reports electronically using the following instructions:

To submit the electronic reports:

1. First, make a PDF copy of your report and include the signed transmittal form as the first page of the report.
2. Then, edit the table below to show the date and title of the report you are submitting.
3. Copy and paste the updated table into the body of an email.
4. Attach the PDF file to the email.
5. Finally, send the email, PDF attachment, and the updated table to **centralvalleysacramento@waterboards.ca.gov**

Title and Date of Report	February, 2024 DMR Reports 03/14/2024
Contact	Kenny Croyle (916) 464-4676
Regulatory Program	Waste Discharge to Land (Non15)
Unit	Compliance
Regulated Party Name (Discharger)	City of Ione, Jackson Rancheria Development Corporation
Facility Name	Ione Wastewater Treatment Facility
County	Amador
CIWQS Place ID	CW-214640

Monitoring Report Submittal Transmittal Form

Attn: Kenny Croyle (916) 464-4676

Discharger: City of Lone, Jackson Rancheria Development Corporation
Name of Facility: Lone Wastewater Treatment Facility
WDRs Order Number: R5-2013-0022-001
CIWQS Place ID: CW-214640
County: Amador

I am hereby submitting to the Central Valley Water Board the following information:

Check all that apply:

Monthly Monitoring Report for the month of February 2024.

1st / 2nd / 3rd / 4th (**circle one**) Quarterly Monitoring Report for the year of _____

1st / 2nd (**circle one**) Semi-annual Monitoring Report for the year _____

Annual Monitoring Report for the year _____

Violation Notification

During the monitoring period, there were / were not (circle one) any violations of the WDRs.

1. The violations were: Biochemical Oxygen Demand samples collected on the 7th, 14th, 23rd, and the 29th in February exceeded the maximum monthly limit of 40mg/L
2. Have the violations been corrected? Yes / No. If no, what will be done to correct the violations:
We had three aerators in for repair throughout the month of February, thus reducing our oxygen transfer. After the aerators were repaired and back in operation, we have noted an increase in dissolved oxygen and a decrease in BOD as well.

Certification Statement

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Signature: 

Phone: 209-470-6136

Printed Name: Justin Granados

Date: March 14, 2024

City of Ione - Wastewater Treatment Plant
Monthly Discharger Self-Monitoring Report

FEBRUARY 2024

Date	Influent Monitoring		Pond #4 Effluent Monitoring						
	Domestic Influent Flow, Daily Continuous (MGD)	BOD ₅ , Monthly Grab (mg/L)	ARSA Flow to PERC Water Ponds, Daily	Total Flow to Perc Ponds, Daily Measurement (MGD)	BOD ₅ , Monthly Grab (mg/L)	TDS, Monthly Grab (mg/L)	EC, Monthly Grab (µmhos/cm)	Total Nitrogen, Monthly Grab (mg/L)	pH, Monthly Grab
1	0.937			0.937					
2	0.888			0.888					
3	0.724			0.724					
4	0.987			0.987					
5	0.893			0.893					
6	0.879			0.879					
7	0.868	240		0.868	59	250	440	33	6.3
8	0.456			0.456					
9	0.662			0.662					
10	0.592			0.592					
11	0.619			0.619					
12	0.610			0.610					
13	0.567			0.567					
14	0.586	160		0.586	52	300	460	30	6.0
15	0.599			0.599					
16	0.550			0.550					
17	0.624			0.624					
18	1.223			1.223					
19	1.057			1.057					
20	0.810			0.810					
21	0.798			0.798					
22	0.680			0.680					
23	0.648	200		0.648	48	250	420	28	6.1
24	0.650			0.650					
25	0.682			0.682					
26	0.603			0.603					
27	0.585			0.585					
28	0.541			0.541					
29	0.662	180		0.662	52	260	450	26	7.1
30									
31									
Minimum	0.456	160		0.456	48	250	420	26	6.0
Maximum	1.223	240		1.223	59	300	460	33	7.1
Average	0.723	195		0.723	53	265	443	29	6.4
Count	29	4		29	4	4	4	4	4
Monthly Total	20.980			20.980					
Violations					1				

Discharge Specifications								
ADWF	0.52		Maximum	0.78	60 Daily		Minimum	6.0
Maximum	0.78		Annual	246	40 Avg		Maximum	9.0

City of Ione - Wastewater Treatment Plant
Monthly Discharger Self-Monitoring Report

Date: December 2023

	Treatment Pond Monitoring Pond #1					
Date	D.O., Weekly Grab (mg/L)	pH, Weekly Grab (SU)	Freeboard, Weekly Meas. (0.1 ft)	Berm Condition, Weekly Visual	Seepage, Weekly Visual	Odor, Weekly
1						
2						
3						
4						
5						
6						
7	2.9	7.0	2.0	OK	OK	OK
8						
9						
10						
11						
12						
13						
14						
15						
16	2.2	6.4	2.0	OK	OK	OK
17						
18						
19						
20						
21						
22	2.0	6.7	2.0	OK	OK	OK
23						
24						
25						
26						
27						
28	2.2	6.7	2.0	OK	OK	OK
29						
30						
31						
Min	2.0	6.4	2.0			
Max	2.9	7.0	2.0			
Average	2.3	6.7	2.0			
Count	4	4	4			
Monthly Total						
Violations						
Discharge Specifications						
Minimum	< 1.0 X 3	6.0	2.0			
Maximum		9.0				

City of Ione - Wastewater Treatment Plant
Monthly Discharger Self-Monitoring Report

Date: FEBRUARY 2024

Treatment Pond Monitoring Pond #2						
Date	D.O., Weekly Grab (mg/L)	pH, Weekly Grab (SU)	Freeboard, Weekly Meas. (0.1 ft)	Berm Condition, Weekly Visual	Seepage, Weekly Visual	Odor, Weekly
1						
2						
3						
4						
5						
6						
7	4.2	6.8	2.0	OK	OK	OK
8						
9						
10						
11						
12						
13						
14						
15						
16	4.4	6.8	2.5	OK	OK	OK
17						
18						
19						
20						
21						
22	4.2	6.5	2.0	OK	OK	OK
23						
24						
25						
26						
27						
28	4.2	6.1	2.5	OK	OK	OK
29						
Minimum	4.2	6.1	2.0			
Maximum	4.4	6.8	2.5			
Average	4.2	6.5	2.3			
Count	4	4	4			
Monthly Total						
Violations						
Discharge Specifications						
Minimum	< 1.0 X 3	6.0	2.0			
Maximum		9.0				

City of Ione - Wastewater Treatment Plant
Monthly Discharger Self-Monitoring Report

Date: FEBRUARY 2024

Treatment Pond Monitoring Pond #3						
Date	D.O., Weekly Grab (mg/L)	pH, Weekly Grab (SU)	Freeboard, Weekly Meas. (0.1 ft)	Berm Condition, Weekly Visual	Seepage, Weekly Visual	Odor, Weekly
1						
2						
3						
4						
5						
6						
7	4.5	6.5	2.0	OK	OK	OK
8						
9						
10						
11						
12						
13						
14						
15						
16	4.0	6.4	2.0	OK	OK	OK
17						
18						
19						
20						
21						
22	4.3	5.7	2.0	OK	OK	OK
23						
24						
25						
26						
27						
28	4.2	5.8	2.5	OK	OK	OK
29						
Minimum	4.0	5.7	2.0			
Maximum	4.5	6.5	2.5			
Average	4.3	6.1	2.1			
Count	4	4	4			
Monthly Total						
Violations						
Discharge Specifications						
Minimum	< 1.0 X 3	6.0	2.0			
Maximum		9.0				

City of Ione - Wastewater Treatment Plant
Monthly Discharger Self-Monitoring Report

Date: FEBRUARY 2024

	Treatment Pond Monitoring Pond #4					
Date	D.O., Weekly Grab (mg/L)	pH, Weekly Grab (SU)	Freeboard, Weekly Meas. (0.1 ft)	Berm Condition, Weekly Visual	Seepage, Weekly Visual	Odor, Weekly
1						
2						
3						
4						
5						
6						
7	5.4	6.3	2.0	OK	OK	OK
8						
9						
10						
11						
12						
13						
14						
15						
16	2.1	6.0	2.5	OK	OK	OK
17						
18						
19						
20						
21						
22	2.2	6.1	2.5	OK	OK	OK
23						
24						
25						
26						
27						
28	2.2	5.7	2.5	OK	OK	OK
29						
Minimum	2.1	5.7	2.0			
Maximum	5.4	6.3	2.5			
Average	3.0	6.0	2.4			
Count	4	4	4			
Monthly Total						
Violations						
Discharge Specifications						
Minimum	< 1.0 X 3	6.0	2.0			
Maximum		9.0				

City of Ione - Wastewater Treatment Plant
Monthly Discharger Self-Monitoring Report

Date: FEBRUARY 2024

Percolation Pond Monitoring Pond #5						
Date	D.O., Weekly Grab (mg/L)	pH, Weekly Grab (SU)	Freeboard, Weekly Meas. (0.1 ft)	Berm Condition, Weekly Visual	Seepage, Weekly Visual	Odor, Weekly
1						
2						
3						
4						
5						
6						
7	N/A	N/A	8.6	OK	OK	OK
8						
9						
10						
11						
12						
13						
14						
15						
16	N/A	N/A	8.3	OK	OK	OK
17						
18						
19						
20						
21						
22	N/A	N/A	8.0	OK	OK	OK
23						
24						
25						
26						
27						
28	N/A	N/A	8.0	OK	OK	OK
29						
Minimum			8.0			
Maximum			8.6			
Average			8.2			
Count			4			
Monthly Total						
Violations						
Discharge Specifications						
Minimum	< 1.0 X 3	6.0	2.0			
Maximum		9.0				

City of Ione - Wastewater Treatment Plant
Monthly Discharger Self-Monitoring Report

Date: FEBRUARY 2024

Percolation Pond Monitoring Pond #6						
Date	D.O., Weekly Grab (mg/L)	pH, Weekly Grab (SU)	Freeboard, Weekly Meas. (0.1 ft)	Berm Condition, Weekly Visual	Seepage, Weekly Visual	Odor, Weekly
1						
2						
3						
4						
5						
6						
7	5.0	6.1	6.0	OK	OK	OK
8						
9						
10						
11						
12						
13						
14						
15						
16	N/A	N/A	6.0	OK	OK	OK
17						
18						
19						
20						
21						
22	N/A	N/A	6.0	OK	OK	OK
23						
24						
25						
26						
27						
28	N/A	N/A	6.0	OK	OK	OK
29						
Minimum	5.0	6.1	6.0			
Maximum	5.0	6.1	6.0			
Average	5.0	6.1	6.0			
Count	1	1	4			
Monthly Total						
Violations						
Discharge Specifications						
Minimum	< 1.0 X 3	6.0	2.0			
Maximum		9.0				

City of Ione - Wastewater Treatment Plant
Monthly Discharger Self-Monitoring Report

Date: FEBRUARY 2024

Percolation Pond Monitoring Pond #7						
Date	D.O., Weekly Grab (mg/L)	pH, Weekly Grab (SU)	Freeboard, Weekly Meas. (0.1 ft)	Berm Condition, Weekly Visual	Seepage, Weekly Visual	Odor, Weekly
1						
2						
3						
4						
5						
6						
7	N/A	N/A	10.0	OK	OK	OK
8						
9						
10						
11						
12						
13						
14						
15						
16	N/A	N/A	10.0	OK	OK	OK
17						
18						
19						
20						
21						
22	N/A	N/A	10.0	OK	OK	OK
23						
24						
25						
26						
27						
28	N/A	N/A	10.0	OK	OK	OK
29						
Minimum			10.0			
Maximum			10.0			
Average			10.0			
Count			4			
Monthly Total						
Violations						
Discharge Specifications						
Minimum	< 1.0 X 3	6.0	2.0			
Maximum		9.0				

City of Ione - WWTP

Daily Readings

Date: FEBRUARY 2024

Date	Influent flow		Propane Tank 1 (%)	Propane Tank 2(%)	Plant Power		WWTP Genset		Wind (MPH)
	Totalizer Reading	Calculated Flow (MGD)			Meter Reading	Total	Meter Reading	Total	
1	156014	0.937	38	62	1189	32	209.7		8
2	156951	0.888	38	62	1221	27	209.7		5
3	157839	0.724	38	62	1248	26	209.7		
4	158563	0.987	38	62	1274	24	209.7		5
5	159550	0.893	38	62	1298	25	209.7		14
6	160443	0.879	38	62	1323	26	209.7		4
7	161322	0.868	38	62	1349	17	209.7		15
8	162190	0.456	38	62	1366	23	209.7		5
9	162646	0.662	38	62	1389	23	209.7		5
10	163308	0.592	38	62	1412	22	209.7		2
11	163900	0.619	38	62	1434	23	209.7		5
12	164519	0.610	38	62	1457	23	209.7		
13	165129	0.567	38	60	1480	26	209.7		
14	165696	0.586	38	60	1506	27	209.7		
15	166282	0.599	38	60	1533	26	209.7		2
16	166881	0.550	38	60	1559	26	209.7		
17	167431	0.624	38	60	1585	26	209.7		
18	168055	1.223	38	60	1611	31	209.7		
19	169278	1.057	38	60	1642	27	209.7		17
20	170335	0.810	38	60	1669	26	209.7		7
21	171145	0.798	38	60	1695	26	209.7		3
22	171943	0.680	38	60	1721	27	209.7		3
23	172623	0.648	38	60	1748	26	209.7		2
24	173271	0.650	38	60	1774	30	209.7		3
25	173921	0.682	38	60	1804	23	209.7		5
26	174603	0.603	38	60	1827	30	209.7		3
27	175206	0.585	38	60	1857	34	209.7		4
28	175791	0.541	38	60	1891	32	209.7		3
29	176332	0.662	38	60	1923	34	209.7		7

City of Ione - Wastewater Treatment Plant
Field Instrument Calibration Log

Date: FEBRUARY 2024

Date	Horiba U-50 Multi Water Checker	EUTECH Elite pH Tester
2/7/2024	X	X
2/14/2024	X	X
2/21/2024	X	X
2/28/2024	X	X



alpha

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

14 February 2024

WaterStone Services for City of Ione

Attn: Kathy Stone

14063 Morning Glory Place

Chico, CA 95973

RE: City of Ione WWTP

Work Order: 24B1773

Enclosed are the results of analyses for samples received by the laboratory on 02/07/24 14:20. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Rachel J. Kaua

Project Manager



Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

WaterStone Services for City of Lone
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Lone WWTP
Project Number: Influent Monthly Grab

Reported:
02/14/24 15:40

Bay Area: 262 Rickenbacker Circle | Livermore, CA 94551 | 925-828-6226 | ELAP# 2728
Central Valley: 9090 Union Park Way Suite 113 | Elk Grove, CA 95624 | 916-686-5190 | ELAP# 2922
North Bay: 737 Southpoint Blvd Unit D | Petaluma, CA 94954 | 707-769-3128 | ELAP# 2303
San Diego: 2722 Loker Avenue West Suite A | Carlsbad, CA 92010 | 760-930-2555 | ELAP# 3055
Los Angeles: 1230 E. 223rd Street Suite 205 | Carson, CA 90745 | 424-267-5032 | ELAP# 3091

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
WWTP Influent Monthly Grab	24B1773-01	Water	02/07/24 12:49	02/07/24 14:20

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

WaterStone Services for City of Lone 14063 Morning Glory Place Chico, CA 95973	Project Manager: Kathy Stone Project: City of Lone WWTP Project Number: Influent Monthly Grab	Reported: 02/14/24 15:40
--	---	-----------------------------

	Result	Units	Reporting Limit	Dilution	Batch	Prepared	Analyzed	ELAP#	Method	Note
WWTP Influent Monthly Grab (24B1773-01)	Sample Type: Water				Sampled: 02/07/24 12:49					
Conventional Chemistry Parameters by APHA/EPA Methods										
Biochemical Oxygen Demand	240	mg/L	5.0	1	AB44039	02/07/24 15:36	02/12/24 09:39	2922	SM5210B	BOD-0

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



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Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

WaterStone Services for City of Ione
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Ione WWTP
Project Number: Influent Monthly Grab

Reported:
02/14/24 15:40

Notes and Definitions

BOD-0 Dilution water blank exceeds 0.20 mg/L. Client or project manager notified.

ND Analyte NOT DETECTED at or above the reporting limit

dry Sample results reported on a dry weight basis

RPD Relative Percent Difference

* ELAP does not offer accreditation in this matrix for the requested analyte/method combination.

Chain of Custody - Work Order

Reports and Invoices delivered by email in PDF format

Lab No 24B1773 Pg of

[illegible]



alpha

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

21 February 2024

WaterStone Services for City of Ione

Attn: Kathy Stone

14063 Morning Glory Place

Chico, CA 95973

RE: City of Ione WWTP

Work Order: 24B1265

Enclosed are the results of analyses for samples received by the laboratory on 02/07/24 14:20. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Rachel J. Kaua

Project Manager



Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

WaterStone Services for City of Lone
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Lone WWTP
Project Number: Eff Monthly Grab

Reported:
02/21/24 12:00

Bay Area: 262 Rickenbacker Circle | Livermore, CA 94551 | 925-828-6226 | ELAP# 2728
Central Valley: 9090 Union Park Way Suite 113 | Elk Grove, CA 95624 | 916-686-5190 | ELAP# 2922
North Bay: 737 Southpoint Blvd Unit D | Petaluma, CA 94954 | 707-769-3128 | ELAP# 2303
San Diego: 2722 Loker Avenue West Suite A | Carlsbad, CA 92010 | 760-930-2555 | ELAP# 3055
Los Angeles: 1230 E. 223rd Street Suite 205 | Carson, CA 90745 | 424-267-5032 | ELAP# 3091

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
WWTP Eff Monthly Grab Pond 4	24B1265-01	Water	02/07/24 12:36	02/07/24 14:20

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



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Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

WaterStone Services for City of Ione
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Ione WWTP
Project Number: Eff Monthly Grab

Reported:
02/21/24 12:00

	Result	Units	Reporting Limit	Dilution	Batch	Prepared	Analyzed	ELAP#	Method	Note
WWTP Eff Monthly Grab Pond 4 (24B1265-01)			Sample Type: Water			Sampled: 02/07/24 12:36				
Conventional Chemistry Parameters by APHA/EPA Methods										
Biochemical Oxygen Demand	59	mg/L	5.0	1	AB44039	02/07/24 15:36	02/12/24 09:39	2922	SM5210B	BOD-0, BOD-10
Specific Conductance (EC)	440	umhos/cm	20	1	AB44026	02/12/24 15:00	02/12/24 15:00	2922	SM2510B	
Total Dissolved Solids	250	mg/L	10	1	AB44230	02/11/24 11:13	02/12/24 16:58	2922	SM2540C	
Nitrate + Nitrite as N	23	mg/L	2.0	10	AB44408	02/16/24 14:40	02/16/24 14:40	1551	SM4500-NO3 F	
Total Kjeldahl Nitrogen	9.6	mg/L	1.0	1	AB43634	02/08/24 08:40	02/09/24 14:43	1551	EPA 351.2	
Total Nitrogen	33	mg/L	1.0	1	AB43550	02/07/24 13:44	02/20/24 13:17	1551*	Calculation	

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



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WaterStone Services for City of Lone
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Lone WWTP
Project Number: Eff Monthly Grab

Reported:
02/21/24 12:00

Notes and Definitions

- BOD-0 Dilution water blank exceeds 0.20 mg/L. Client or project manager notified.
- BOD-10 Greater than 30% difference between BOD dilutions may indicate presence of a toxic substance.
- QM-01 The spike recovery for this QC sample is outside of established control limits possibly due to a sample matrix interference.
- ND Analyte NOT DETECTED at or above the reporting limit
- dry Sample results reported on a dry weight basis
- RPD Relative Percent Difference

* ELAP does not offer accreditation in this matrix for the requested analyte/method combination.

Chain of Custody - Work Order

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Lab No 0451265 Pg of

Bay Area Laboratory
6398 Dougherty Rd #35, Dublin CA 94568
925-828-6226 F) 925-828-6309

Central Valley Laboratory
9090 Union Park Way #113, Elk Grove CA 95624
916-686-5190 F) 916-686-5192

[illegible]

WORK ORDER

24B1265

1-6C

Printed: 2/7/2024 3:19:28PM

Alpha Analytical Laboratories Central Valley to Ukiah Chain of Custody

Client: WaterStone Services for City of Ione
Project: City of Ione WWTP

Client Code: CVRK_JWS
Project Number: Eff Monthly Grab

Bid: 1 - Master Services List
PO #:

Date Due: 02/14/24 15:00 (5 day TAT)

Received By: Twila L Garcia

Date Received: 02/07/24 14:20

Logged In By: Megan E. Prater

Date Logged: 02/07/24 15:15

Samples Received at: _____ deg C

All containers received and intact: YES NO

Analysis	Department	Expires	Comments
24B1265-01 WWTP Eff Monthly Grab Pond 4 [Water] Sampled 02/07/24 12:36			
Handling & Disposal	Administrators	02/06/25 12:36	
Nitrogen, Total Calc	Metals	03/06/24 23:59	
NO3+NO2 as N SM4500	Wet Chem	03/06/24 23:59	
TKN SEAL	Metals	03/06/24 23:59	

Containers Supplied:

Relinquished By

Date

Megan Prater 2-07-24
Frank Bultgen 2-7-24

Relinquished By

Date

W

2-7-24

Received By

Date

Time

Frank Bultgen 2/7/24 1710
W 2-7-24 1900

Received By

Date

Time

W

2-7-24

2300
Page 1 of 1



alpha

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

22 February 2024

WaterStone Services for City of Ione

Attn: Kathy Stone

14063 Morning Glory Place

Chico, CA 95973

RE: City of Ione WWTP

Work Order: 24B2815

Enclosed are the results of analyses for samples received by the laboratory on 02/14/24 10:47. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Rachel J. Kaua

Project Manager



Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

WaterStone Services for City of Lone
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Lone WWTP
Project Number: Influent Monthly Grab

Reported:
02/22/24 13:43

Bay Area: 262 Rickenbacker Circle | Livermore, CA 94551 | 925-828-6226 | ELAP# 2728
Central Valley: 9090 Union Park Way Suite 113 | Elk Grove, CA 95624 | 916-686-5190 | ELAP# 2922
North Bay: 737 Southpoint Blvd Unit D | Petaluma, CA 94954 | 707-769-3128 | ELAP# 2303
San Diego: 2722 Loker Avenue West Suite A | Carlsbad, CA 92010 | 760-930-2555 | ELAP# 3055
Los Angeles: 1230 E. 223rd Street Suite 205 | Carson, CA 90745 | 424-267-5032 | ELAP# 3091

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
WWTP Influent Monthly Grab	24B2815-01	Water	02/14/24 08:24	02/14/24 10:47

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



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WaterStone Services for City of Ione
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Ione WWTP
Project Number: Influent Monthly Grab

Reported:
02/22/24 13:43

	Result	Units	Reporting Limit	Dilution	Batch	Prepared	Analyzed	ELAP#	Method	Note
WWTP Influent Monthly Grab (24B2815-01)			Sample Type: Water			Sampled: 02/14/24 08:24				
Conventional Chemistry Parameters by APHA/EPA Methods										
Biochemical Oxygen Demand	160	mg/L	5.0	1	AB44645	02/14/24 14:43	02/19/24 09:37	2922	SM5210B	

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



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Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

WaterStone Services for City of Lone
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Lone WWTP
Project Number: Influent Monthly Grab

Reported:
02/22/24 13:43

Notes and Definitions

ND Analyte NOT DETECTED at or above the reporting limit
dry Sample results reported on a dry weight basis
RPD Relative Percent Difference

* ELAP does not offer accreditation in this matrix for the requested analyte/method combination.

Corporate Laboratory
208 Mason Street, Ukiah CA 95482
707-468-0401 F) 707-468-5267
email: clientservices@alpha-labs.com

Bay Area Laboratory
6398 Dougherty Rd #35, Dublin CA 94568
925-828-6226 F) 925-828-6309

Chain of Custody - Work Order

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Central Valley Laboratory
9090 Union Park Way #113, Elk Grove CA 95624
916-686-5190 F) 916-686-5192

Lab No 24B2815 Pg of

[illegible]



alpha

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

23 February 2024

WaterStone Services for City of Ione

Attn: Kathy Stone

14063 Morning Glory Place

Chico, CA 95973

RE: City of Ione WWTP

Work Order: 24B2586

Enclosed are the results of analyses for samples received by the laboratory on 02/14/24 10:47. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Rachel J. Kaua

Project Manager



Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

WaterStone Services for City of Lone
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Lone WWTP
Project Number: Eff Monthly Grab

Reported:
02/23/24 16:22

Bay Area: 262 Rickenbacker Circle | Livermore, CA 94551 | 925-828-6226 | ELAP# 2728
Central Valley: 9090 Union Park Way Suite 113 | Elk Grove, CA 95624 | 916-686-5190 | ELAP# 2922
North Bay: 737 Southpoint Blvd Unit D | Petaluma, CA 94954 | 707-769-3128 | ELAP# 2303
San Diego: 2722 Loker Avenue West Suite A | Carlsbad, CA 92010 | 760-930-2555 | ELAP# 3055
Los Angeles: 1230 E. 223rd Street Suite 205 | Carson, CA 90745 | 424-267-5032 | ELAP# 3091

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
WWTP Eff Monthly Grab Pond 4	24B2586-01	Water	02/14/24 08:37	02/14/24 10:47

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



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Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

WaterStone Services for City of Lone
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Lone WWTP
Project Number: Eff Monthly Grab

Reported:
02/23/24 16:22

	Result	Units	Reporting Limit	Dilution	Batch	Prepared	Analyzed	ELAP#	Method	Note
WWTP Eff Monthly Grab Pond 4 (24B2586-01)			Sample Type: Water			Sampled: 02/14/24 08:37				
Conventional Chemistry Parameters by APHA/EPA Methods										
Biochemical Oxygen Demand	52	mg/L	5.0	1	AB44645	02/14/24 14:43	02/19/24 09:37	2922	SM5210B	
Specific Conductance (EC)	460	umhos/cm	20	1	AB44847	02/21/24 11:33	02/21/24 11:33	2922	SM2510B	
Total Dissolved Solids	300	mg/L	10	1	AB44835	02/15/24 09:02	02/20/24 11:55	2922	SM2540C	
Nitrate + Nitrite as N	19	mg/L	0.80	4	AB44580	02/16/24 18:59	02/16/24 18:59	1551	SM4500-NO3 F	
Total Kjeldahl Nitrogen	11	mg/L	1.0	1	AB44473	02/16/24 08:10	02/16/24 15:00	1551	EPA 351.2	
Total Nitrogen	30	mg/L	1.0	1	AB44560	02/16/24 14:41	02/22/24 16:48	1551*	Calculation	

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



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Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

WaterStone Services for City of Lone
14063 Morning Glory Place
Chico, CA 95973

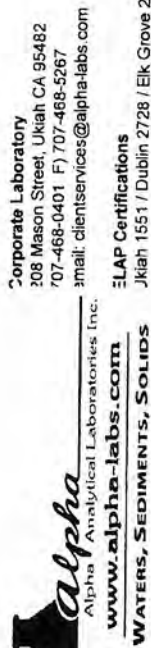
Project Manager: Kathy Stone
Project: City of Lone WWTP
Project Number: Eff Monthly Grab

Reported:
02/23/24 16:22

Notes and Definitions

- QM-01 The spike recovery for this QC sample is outside of established control limits possibly due to a sample matrix interference.
- ND Analyte NOT DETECTED at or above the reporting limit
- dry Sample results reported on a dry weight basis
- RPD Relative Percent Difference

* ELAP does not offer accreditation in this matrix for the requested analyte/method combination.



Bay Area Laboratory
6398 Dougherty Rd #35, Dublin CA 94568
925-828-6226 F) 925-828-6309

Central Valley Laboratory
90900 Union Park Way #113, Elk Grove CA 95624
916-686-5190 F) 916-686-5192

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Rev 6/30/23

WORK ORDER

Printed: 2/14/2024 1:08:27PM

24B2586

Alpha Analytical Laboratories Central Valley to Ukiah Chain of Custody

Client: WaterStone Services for City of Ione
Project: City of Ione WWTP

Client Code: CVRK_JWS
Project Number: Eff Monthly Grab

Bid: 1 - Master Services List
PO #:

Date Due: 02/22/24 15:00 (5 day TAT)

Received By: Rachel J. Kaua

Date Received: 02/14/24 10:47

Logged In By: Megan E. Prater

Date Logged: 02/14/24 13:04

Samples Received at: _____ deg C

All containers received and intact: YES NO

Analysis	Department	Expires	Comments
24B2586-01 WWTP Eff Monthly Grab Pond 4 [Water] Sampled		02/14/24 08:30	
Handling & Disposal	Administrators	02/13/25 08:30	
Nitrogen, Total Calc	Metals	03/13/24 23:59	
NO3+NO2 as N SEAL	Metals	03/13/24 23:59	
TKN SEAL	Metals	03/13/24 23:59	

Containers Supplied:

Relinquished By

Date

Received By

Date

Time

Relinquished By

Date

Received By

Date

Time



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Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

05 March 2024

WaterStone Services for City of Ione

Attn: Kathy Stone

14063 Morning Glory Place

Chico, CA 95973

RE: City of Ione WWTP

Work Order: 24B4443

Enclosed are the results of analyses for samples received by the laboratory on 02/23/24 10:40. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Rachel J. Kaua

Project Manager



Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

WaterStone Services for City of Ione
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Ione WWTP
Project Number: Influent Monthly Grab

Reported:
03/05/24 14:47

Bay Area: 262 Rickenbacker Circle | Livermore, CA 94551 | 925-828-6226 | ELAP# 2728
Central Valley: 9090 Union Park Way Suite 113 | Elk Grove, CA 95624 | 916-686-5190 | ELAP# 2922
North Bay: 737 Southpoint Blvd Unit D | Petaluma, CA 94954 | 707-769-3128 | ELAP# 2303
San Diego: 2722 Loker Avenue West Suite A | Carlsbad, CA 92010 | 760-930-2555 | ELAP# 3055
Los Angeles: 1230 E. 223rd Street Suite 205 | Carson, CA 90745 | 424-267-5032 | ELAP# 3091

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
WWTP Influent Monthly Grab	24B4443-01	Water	02/23/24 09:07	02/23/24 10:40

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



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Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

WaterStone Services for City of Ione 14063 Morning Glory Place Chico, CA 95973	Project Manager: Kathy Stone Project: City of Ione WWTP Project Number: Influent Monthly Grab	Reported: 03/05/24 14:47
--	---	-----------------------------

	Result	Units	Reporting Limit	Dilution	Batch	Prepared	Analyzed	ELAP#	Method	Note
WWTP Influent Monthly Grab (24B4443-01)			Sample Type: Water			Sampled: 02/23/24 09:07				
Conventional Chemistry Parameters by APHA/EPA Methods										
Biochemical Oxygen Demand	200	mg/L	5.0	1	AB45474	02/23/24 10:51	02/28/24 09:15	2922	SM5210B	

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



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WaterStone Services for City of Lone
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Lone WWTP
Project Number: Influent Monthly Grab

Reported:
03/05/24 14:47

Notes and Definitions

ND Analyte NOT DETECTED at or above the reporting limit

dry Sample results reported on a dry weight basis

RPD Relative Percent Difference

* ELAP does not offer accreditation in this matrix for the requested analyte/method combination.

Rev 6/30/23



Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
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06 March 2024

WaterStone Services for City of Ione

Attn: Kathy Stone

14063 Morning Glory Place

Chico, CA 95973

RE: City of Ione WWTP

Work Order: 24B4352

Enclosed are the results of analyses for samples received by the laboratory on 02/26/24 21:00. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Rachel J. Kaua

Project Manager



Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

WaterStone Services for City of Lone
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Lone WWTP
Project Number: EFF Monthly Grab

Reported:
03/06/24 14:02

Bay Area: 262 Rickenbacker Circle | Livermore, CA 94551 | 925-828-6226 | ELAP# 2728
Central Valley: 9090 Union Park Way Suite 113 | Elk Grove, CA 95624 | 916-686-5190 | ELAP# 2922
North Bay: 737 Southpoint Blvd Unit D | Petaluma, CA 94954 | 707-769-3128 | ELAP# 2303
San Diego: 2722 Loker Avenue West Suite A | Carlsbad, CA 92010 | 760-930-2555 | ELAP# 3055
Los Angeles: 1230 E. 223rd Street Suite 205 | Carson, CA 90745 | 424-267-5032 | ELAP# 3091

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
WWTP Eff Monthly Grab Pond 4	24B4352-01	Water	02/23/24 09:24	02/26/24 21:00

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

WaterStone Services for City of Lone
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Lone WWTP
Project Number: EFF Monthly Grab

Reported:
03/06/24 14:02

	Result	Units	Reporting Limit	Dilution	Batch	Prepared	Analyzed	ELAP#	Method	Note
WWTP Eff Monthly Grab Pond 4 (24B4352-01)			Sample Type: Water			Sampled: 02/23/24 09:24				
Conventional Chemistry Parameters by APHA/EPA Methods										
Biochemical Oxygen Demand	48	mg/L	5.0	1	AB45474	02/23/24 10:51	02/28/24 09:15	2922	SM5210B	
Specific Conductance (EC)	420	umhos/cm	20	1	AB45569	02/28/24 14:51	02/28/24 14:51	2922	SM2510B	
Total Dissolved Solids	250	mg/L	10	1	AB45546	02/25/24 10:48	02/28/24 14:13	2922	SM2540C	
Nitrate + Nitrite as N	20	mg/L	1.6	8	AC43193	03/05/24 13:32	03/05/24 13:32	1551	SM4500-NO3 F	
Total Kjeldahl Nitrogen	8.3	mg/L	1.0	1	AC43171	03/04/24 08:30	03/04/24 14:59	1551	EPA 351.2	
Total Nitrogen	28	mg/L	1.0	1	AB45438	02/27/24 15:33	03/05/24 16:44	1551*	Calculation	

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

WaterStone Services for City of Ione
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Ione WWTP
Project Number: EFF Monthly Grab

Reported:
03/06/24 14:02

Notes and Definitions

- QM-01 The spike recovery for this QC sample is outside of established control limits possibly due to a sample matrix interference.
- ND Analyte NOT DETECTED at or above the reporting limit
- dry Sample results reported on a dry weight basis
- RPD Relative Percent Difference

* ELAP does not offer accreditation in this matrix for the requested analyte/method combination.

Corporate Laboratory
208 Mason Street, Ukiah CA 95482
707-468-0401 F) 707-468-5267
email: clientservices@alpha-labs.com

ELAP Certifications

WATERS, SEDIMENTS, SOLIDS

Bay Area Laboratory
5398 Dougherty Rd #35, Dublin CA 94568
925-828-6226 F) 925-828-6309

Central Valley Laboratory
9090 Union Park Way #113, Elk Grove CA 95624
916-686-5190 F) 916-686-5192

Chain of Custody - Work Order

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Lab No 2459352 Pg of

Report to WaterStoneServices, LLC for City of Ione Attn: Kathy Stone Address: 14063 Morning Glory Place Chico CA 95973 Phone/Fax: 530-518-6861 Email Address: kstone.jwsc@gmail.com		Invoice to (if different) Contact: City of Ione Jody Steneck Email address: jsteneck@ione-ca.com Address: Phone/Fax:		Project Information Project ID: City of Ione WWTP Eff Monthly Grab Project No: Monthly PO Number:		Signature below authorizes work under terms stated on reverse side.													
						Lab No <u>2409332</u> Pg <u> </u> of <u> </u>													
Sample Identification WWTP Eff Monthly Grab Pond 4 Date 2-23-24 Sampling Time 0916 0923/0924 0920 0921		Container 40ml Vial Poly X Glass Sleeve Other		Preservative Na2S2O3 H2SO4 HNO3 HCl Other		Matrix Wastewater Soil Other		Total Number of Containers per Sample ID CV - BOD 3 CV - EC 2 CV - TDS 3		Analysis Request Standard 10 days Standard 5 days X 48 hours Other: _____ days Lab preapproval required Dublin temp: 1.0 Ukiah temp: 5.9 Elk Grove temp: 5.9 Sample Notes or CDPH Source Numbers:									
										Temp upon Receipt °C TAT Standard 10 days Standard 5 days X 48 hours Other: _____ days Lab preapproval required Dublin temp: 1.0 Ukiah temp: 5.9 Elk Grove temp: 5.9 Sample Notes or CDPH Source Numbers:									
Relinquished by [Signature]		Received by [Signature]		Date 2/23/24		Time 1041		CDPH Write On EDT Transmission? State System Number:		Yes No If "Y" please enter the Source Number(s) in the column above		Mail Hardcopy to DDW- ? Hardcopy to DUW attn:							

Rev 6/30/23



alpha

Alpha Analytical Laboratories, Inc.

email: clientservices@alpha-labs.com

Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

07 March 2024

WaterStone Services for City of Ione

Attn: Kathy Stone

14063 Morning Glory Place

Chico, CA 95973

RE: City of Ione WWTP

Work Order: 24B4921

Enclosed are the results of analyses for samples received by the laboratory on 02/29/24 14:15. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Rachel J. Kaua

Project Manager



Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

WaterStone Services for City of Lone
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Lone WWTP
Project Number: Influent Monthly Grab

Reported:
03/07/24 12:34

Bay Area: 262 Rickenbacker Circle | Livermore, CA 94551 | 925-828-6226 | ELAP# 2728
Central Valley: 9090 Union Park Way Suite 113 | Elk Grove, CA 95624 | 916-686-5190 | ELAP# 2922
North Bay: 737 Southpoint Blvd Unit D | Petaluma, CA 94954 | 707-769-3128 | ELAP# 2303
San Diego: 2722 Loker Avenue West Suite A | Carlsbad, CA 92010 | 760-930-2555 | ELAP# 3055
Los Angeles: 1230 E. 223rd Street Suite 205 | Carson, CA 90745 | 424-267-5032 | ELAP# 3091

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
WWTP Influent Monthly Grab	24B4921-01	Water	02/29/24 08:52	02/29/24 14:15

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



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WaterStone Services for City of Ione
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Ione WWTP
Project Number: Influent Monthly Grab

Reported:
03/07/24 12:34

	Result	Units	Reporting Limit	Dilution	Batch	Prepared	Analyzed	ELAP#	Method	Note
WWTP Influent Monthly Grab (24B4921-01)			Sample Type: Water			Sampled: 02/29/24 08:52				
Conventional Chemistry Parameters by APHA/EPA Methods										
Biochemical Oxygen Demand	180	mg/L	5.0	1	AC43553	03/01/24 07:50	03/06/24 08:03	2922	SM5210B	

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WaterStone Services for City of Lone
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Lone WWTP
Project Number: Influent Monthly Grab

Reported:
03/07/24 12:34

Notes and Definitions

BOD-10 Greater than 30% difference between BOD dilutions may indicate presence of a toxic substance.
QD-02 High duplicate RPD due to sample non-homogeneity.
ND Analyte NOT DETECTED at or above the reporting limit
dry Sample results reported on a dry weight basis
RPD Relative Percent Difference

* ELAP does not offer accreditation in this matrix for the requested analyte/method combination.

Chain of Custody - Work Order

Reports and Invoices delivered by email in PDF format

WATERS, SEDIMENTS, SOLIDS

ELAP Certifications

ELAP Certifications
Jkiah 1551 / Dublin 2728 / Elk Grove 2922

Central Valley Laboratory

9090 Union Park Way #113, Elk Grove CA 95624
916-686-5190 F) 916-686-5192

Lab No. 24B4921 Pg. of

[illegible]



alpha

Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

13 March 2024

WaterStone Services for City of Ione

Attn: Kathy Stone

14063 Morning Glory Place

Chico, CA 95973

RE: City of Ione WWTP

Work Order: 24B4892

Enclosed are the results of analyses for samples received by the laboratory on 02/29/24 14:15. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Rachel J. Kaua

Project Manager



Alpha Analytical Laboratories, Inc. email: clientservices@alpha-labs.com
Corporate: 208 Mason Street | Ukiah, CA 95482 | T: 707-468-0401 | F: 707-468-5267 | ELAP# 1551

WaterStone Services for City of Lone
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Lone WWTP
Project Number: Eff Monthly Grab

Reported:
03/13/24 13:29

Result	Units	Reporting Limit	Dilution	Batch	Prepared	Analyzed	ELAP#	Method	Note
--------	-------	-----------------	----------	-------	----------	----------	-------	--------	------

WWTP Eff Monthly Grab Pond 4 (24B4892-01)

Sample Type: Water

Sampled: 02/29/24 09:05

Conventional Chemistry Parameters by APHA/EPA Methods

Biochemical Oxygen Demand	52 mg/L	5.0	1	AC43410	02/29/24 15:38	03/05/24 09:46	2922	SM5210B	
Specific Conductance (EC)	450 umhos/cm	20	1	AC44038	03/12/24 14:52	03/12/24 14:52	2922	SM2510B	
Total Dissolved Solids	260 mg/L	10	1	AC43388	03/03/24 09:55	03/05/24 08:39	2922	SM2540C	
Nitrate + Nitrite as N	20 mg/L	2.0	10	AC43193	03/04/24 17:29	03/04/24 17:29	1551	SM4500-NO3 F	
Total Kjeldahl Nitrogen	5.7 mg/L	1.0	1	AC43197	03/07/24 08:15	03/08/24 10:36	1551	EPA 351.2	
Total Nitrogen	26 mg/L	1.0	1	AC43188	03/01/24 10:58	03/08/24 14:22	1551*	Calculation	

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



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WaterStone Services for City of Lone
14063 Morning Glory Place
Chico, CA 95973

Project Manager: Kathy Stone
Project: City of Lone WWTP
Project Number: Eff Monthly Grab

Reported:
03/13/24 13:29

Notes and Definitions

ND Analyte NOT DETECTED at or above the reporting limit

dry Sample results reported on a dry weight basis

RPD Relative Percent Difference

* ELAP does not offer accreditation in this matrix for the requested analyte/method combination.

Chain of Custody - Work Order

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Lab No 24B4892 Pg of

[illegible]

WORK ORDER

24B4892

Printed: 2/29/2024 2:27:10PM

Alpha Analytical Laboratories Central Valley to Ukiah Chain of Custody

Client: WaterStone Services for City of Ione
Project: City of Ione WWTPClient Code: CVRK_JWS
Project Number: Eff Monthly GrabBid: 1 - Master Services List
PO #:

Date Due: 03/07/24 15:00 (5 day TAT)

Received By: Kathryn L. Johnson

Logged In By: Megan E. Prater

Date Received: 02/29/24 14:15

Date Logged: 02/29/24 14:23

Samples Received at: _____ deg C

Analysis

Department

Expires

Comments

24B4892-01 WWTP Eff Monthly Grab Pond 4 [Water] Sampled 02/29/24 09:05			
Handling & Disposal	Administrators	02/28/25 09:05	
Nitrogen, Total Calc	Metals	03/28/24 23:59	
NO3+NO2 as N SEAL	Metals	03/28/24 23:59	
TKN SEAL	Metals	03/28/24 23:59	

Containers Supplied:

Relinquished By

Date

Received By

Date

Time

Relinquished By

Date

Received By

Date

Time



CITY OF IONE
IONE, CA 95640

Agenda Item #F6

DATE: MARCH 19, 2024

TO: AMY GEDNEY, INTERIM CITY MANAGER

FROM: JONATHAN MITCHELL

SUBJECT: FEBRUARY 2024 ENGINEERING REPORT

To provide information regarding the activities of the Engineering Department for the month of February 2024

- **Castle Oaks Landscaping Improvement and Maintenance:** Phase I is nearing completion, a punch list is being prepared for closeout of this initial phase
- **Wildflower Roadway:** Inspection for Unit Two has been completed with development coordination.
- **Train Depot Park Improvement Project:** A milestone schedule has been prepared for presentation at the Parks & Recreation Meeting scheduled for March 26th.



CITY OF IONE
IONE, CA 95640

Agenda Item #F7

DATE: MARCH 19, 2024

TO: AMY GEDNEY, INTERIM CITY MANAGER

FROM: KEN MACKEY, INTERIM SUPERINTENDENT OF PUBLIC WORKS

SUBJECT: FEBRUARY 2024 ENGINEERING REPORT

To provide information regarding the activities of the Public Works Department for the month of February 2024

The Public Works crews were busy during the month with Storm preparation, drain cleaning and, tree and brush clearing, and multiple projects through out the city, covering many different areas including but not limited to:

1. Buildings and Facilities : Finishing the Corp Yard office and making it modern and up to date for better use and more productive for the staff.
2. Projects:
 - a. Side walk inspections based on citizen complaints
 - b. Light poles damaged in the storm
 - c. Burned out lights in street lights
 - d. Burning brush piles at Howard Park
 - e. Weed Spraying in all areas of the city
 - f. Repairs to the grounds at the Dog park
 - g. Fixing vandalized areas at Howard park
 - h. Ione Pool – maintenance and upgrade fixes
 - i. Placing the two new pick up in service and equipping them
 - j. Street sign replacement
 - k. Street sweeping
 - l. Irrigation systems repairs at the parks
 - m. Finishing the new traffic barrier at the end of N. Arroyo Seco at the Dairy Hole
3. Special Projects and Assignments: The Personnel are now all equipped with I-Pads and have the city Iworks program in them, and all have been assigned special projects to cover that will benefit all the city departments, including: Side walk inventory, Street repairs, paving, slurry needs, repainting traffic lines, stop signs , street lights etc..
4. Maintenance and repairs: They have also been very engaged in fixing and repairing vehicles and equipment that has been in need for a period of time, the personnel have done an outstanding job for the city.

5. Training: The crews have done multiple safety training and leadership training for career development, and have participated in an outside training class on how to repair heavy equipment this will assist them in their daily job duties and performance and has straightened the crews and dedication to our city.



RED WATERMAN

60

BRASS GATE
MODEL F-10







DATE: MARCH 19, 2024
TO: AMY GEDNEY, INTERIM CITY MANAGER
FROM: JANICE TRAVERSO, CITY CLERK
SUBJECT: FEBRUARY 2024 CITY CLERK'S OFFICE

Activities for the month of February:

City Council Meetings: February 6, 2024
February 20, 2024

City Council Minutes: January 16, 2024
February 6, 2024

Business Licenses Processed: 239 Licenses

Public Records Requests: October 5, 2023 – March 6, 2024 – See attached.

PUBLIC RECORDS REQUEST – 10/1/2023 – 3/30/2024

Requested	Date	Responded
David Anderson	October 5, 2023	Letter - October 6, 2023
Adam Guernsey	July 28, 2023	Letter - October 6, 2023
David Anderson	October 14, 2023	Email - October 26, 2023
Adam Tracy	October 30, 2023	Email – October 31, 2023
Ron Smylie	November 13, 2023	Email - November 14, 2023
Jim Scully	November 20, 2023	Email – November 26, 2023
Dave Anderson	November 28, 2023	Flash Drive – February 23, 2024
Laura Gill	December 1, 2023	Email - December 4, 2023
Dominic Atlan	December 5, 2023	Pending
Rich Gonzales	December 11, 2023	Phone Call – January 25, 2024
Angel Tormis	December 12, 2023	Email – December 14, 2023
Sasha Linker	February 26, 2024	Email – February 26, 2024
Dominic Atlan	February 26, 2024	Email – February 28, 2024
Bruslen B.	February 26, 2024	Email – February 26, 2024
David Anderson	February 27, 2024	Email – February 28, 2024
David Anderson	March 6, 2024	Email – March 12, 2024
Dominic Atlan	March 6, 2024	Email – March 7, 2024

CITY OF IONE COUNCIL MEETING MINUTES
February 20, 2024

Mayor LaFayne called meeting to order at 6:00 PM

A. ROLL CALL:

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

B. CLOSED SESSION: None

C. MAYOR LAFAYNE LED THE PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA:

Moved by Vice Mayor Wratten, seconded by Councilmember Mitchell and carried to approve the agenda.

AYES: LaFayne, Wratten, Atlan, Mitchell, Rhoades

NOES: None

ABSTAIN: None

ABSENT: None

E. PRESENTATIONS/ANNOUNCEMENTS:

1. Proclamation for Kristi Roots – Mayor LaFayne read the Proclamation and will attend the Golden Acorn Awards and present it to Kristi Roots at that time.
Mayor LaFayne personally thanked Kristi Roots for her commitment to the Blood Drive and all her volunteers.

F. PUBLIC COMMENT:

Mr. Joel Pitto, resident of Joses' Place who was at a previous City Council Meeting along with other residents asking the Council for their help to setup a meeting with the owners to get the property up to code.

Gary Thomas, 125 Maple Street, there is very little regard for the citizenry of Joses' Place and would like the City to take a look at the issues. Andy Pinasco, City Attorney commented that staff will meet with the building department regarding the issues and report back to Council.

Dave Livingstone asked if there is an update on the City Manager selection process.

Erica Simmons, Amador Child Care Council asked the Council to share a Child Care Survey, which would help to improve Child Care in Amador County. The City will include the survey on their website.

G. INFORMATION ITEMS: Information item and no action taken.

1. January 2024 Fire Department Report
2. January 2024 Police Department Report
3. January 2024 Administrative Report
4. January 2024 Building Department Report
5. January 2024 WWTP Report – Councilmember Atlan asked for information on the violation in the report – staff will get back to him.

H. CONSENT CALENDAR:

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

1. Minutes of January 16, 2024
2. Warrants
3. Ione 4-H Agreement – Councilmember Atlan commented that he would like the Agreement be for one year and then reviewable at the end of June, instead of committing to three years. The agreement was amended at the direction of Council to terminate at the end of June 30, 2024 and then evaluated by both parties and may be extended through June 30, 2025.

AYES: LaFayne, Wratten, Atlan, Mitchell, Rhoades

NOES: None

ABSTAIN: None

ABSENT: None

DISCUSSION ITEMS:

For the record: Action minutes provide the necessary documentation of City Council action. Audio and visual recordings are available on the City's website at www.ioneca.com for those desiring to hear the full discussions on each item. These recordings provide an accurate and comprehensive backup of City Council deliberations and citizen discussions.

I. REGULAR AGENDA:

1. Updated Housing Grant Funds – Debbie Mackey, Grant Administrator provided an overview of the funding the City has received that supports housing need within the community.
 - a. **What is the Community Development Block Grant** - The CDBG is a federal program aimed at providing communities with resources to address a wide range of unique community development needs. Administered by the U.S. Department of Housing and Urban Development (HUD), it offers flexible funding to local governments to support affordable housing, infrastructure, public services, and economic development projects.

b. **Purpose of CDBG** – CDBG funding is primarily targeted towards low to moderate income areas and individuals. Its main objectives include: Stimulating economic development; providing affordable housing; improving community facilities and services; and addressing urgent needs such as disaster recovery.

c. **Key Components of CDBG:**

- Housing Development: Funds can be used to construct, rehabilitate, or provide affordable housing units for low-income residents
- Infrastructure Improvement: Supports projects like road repair, water and sewer systems, and community facilities
- Public Services – Funds may be allocated to services such as childcare, senior services, and job training programs
- Economic Development: Assists in fostering small business development and job creation initiatives

d. **CDBG Grants: LEAP: Local Early Action Planning
2023 CDBG NOFA Amendment**

e. **Home Investment Partnerships Program** – The Home Program is a Federal Grant Program aimed at expanding the supply of affordable housing for low-income households administered by the U.S. Department of Housing and Urban Development (HUD), it provides funding to states and localities to support a variety of affordable housing activities.

f. **Home Goal** – The primary goal of the HOME Program is to increase the availability of safe, decent, and affordable housing for low-income individuals and families. It seeks to achieve this by: Funding the development, rehabilitation, and preservation of affordable housing; assisting first-time homebuyers, supporting tenant-based rental assistance programs

g. **Home Program Funds:** Received: \$2,497,499
Disbursed \$1,716,639

h. **CDBG/HOME Moving Forward:**

- Administering Programs
- Choosing Projects and Partners
- Setting up Financial Systems
- Developing Reporting and Recordkeeping Systems
- Reviewing Performance and Compliance

Debbie Mackey also provided a list of paid loans and loans that have been written off; current loans and Home Program Revenue since June 30, 2023.

2. ACUSD DEIR Comment Letter – Susan Peters reviewed with Council the letter that was written to the Amador County Unified School District regarding the School Closure/Consolidation Program Project Draft EIR. A meeting with all the consultants on February 12, 2024 there was a request to re-circulate the Draft EIR.

Gary Thomas representing the Amador Water Agency commented on the Draft EIR and identified some deficiencies.

K. REPORT AND COMMUNICATION FROM CITY ATTORNEY:

- Interviews for City Manager are March 15, 2024

L. REPORT AND COMMUNICATION FROM CITY MANAGER: None

M. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA:

Councilmember Rhoades:

- Would like to get Code Enforcement to visit Joses' Place
- Next agenda: Castle Oaks Contract and their financials since 2014

Councilmember Mitchell:

- Golden Acorn Awards on March 2, 2024 at Evalynn Bishop Hall

Councilmember Atlan:

- Finance Committee and Wastewater Committee meetings were very informative and Council will be receiving information in the next two weeks.
- Would like a copy of the procedure for putting items on the agenda. It is part of the Protocol Manual.

Mayor LaFayne:

- Discussion on keeping Public Comment on Zoom – Council can decide which procedure to follow.
- Status of the tractor for Howard Park
- Would like copies of Park & Recreation Minutes
- Appoint Councilmember to AWA Board as a stakeholder– future agenda item
- Would like to schedule Brown Act training for Council and staff
- Park & Recreation Conference in April in San Diego
- Received a call from homeowner in Wildflower (house on Sage) water was up to her patio. Public Works was strapped, so I enlisted some neighbors and Mr. Atlan to remove branches, etc. Met with Donnie Vincent, PABCO about what can be done to prevent the water on her patio.

N. ADJOURNMENT:

Mayor LaFayne adjourned the meeting at 7:32 p.m.

Respectfully submitted,
Janice Traverso, City Clerk



CITY OF IONE
IONE, CA 95640

Agenda Item #G2

DATE: MARCH 19, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JODI STENECK, FINANCE MANAGER

SUBJECT: MARCH 19, 2024 WARRANTS

RECOMMENDED ACTION:

Staff recommends that the council review and approve the attached warrant list.

FISCAL IMPACT:

\$165,200.33

ATTACHMENTS:

- A. Warrant list dated 3-19-2024

City of Ione

Unpaid Invoice Report - UNPAID INV. REPORT

Page: 1

Posting period: 04/24

Mar 14, 2024 02:56PM

Invoice Number	Seq.#	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount
ABC PLUMBING HEATING & AIR COND INC								
I4808	1	HYDRO JET	02/28/24	03/24	3111-50-6193	0	MAINT OF COLLECTION SYSTEM	3,988.43
Total I4808:								3,988.43
AMADOR CENTRAL RAILROAD								
24/04/03	1	LEASE AGREEMENT	03/04/24	03/24	9520-50-9700	0	TRANSFERS OUT	11,577.78
Total 24/04/03:								11,577.78
AMADOR COUNTY CHAMBER OF COMMERCE								
24/04/03	1	EB HALL 3/2/24 RENTAL - DEPOSIT RETURN	03/04/24	03/24	1111-00-1119	0	DEPOSIT CLEARING ACCOUNT	700.00
Total 24/04/03:								700.00
AMADOR COUNTY SURVEYING DEPT								
24/05/03	1	MEMORY STICK CONTAINING ALL BOOKS & PAGES OF RECORDED MAPS	03/05/24	03/24	1111-80-6120	0	SPECIAL DEPARTMENTAL EXPENSE	60.00
Total 24/05/03:								60.00
78	1	COPIES OF MAPS RECORDED & INDEXED AS REQUESTED BY JANICE TRAVERSO ON DEC 4, 2023 BY EMAIL	03/05/24	03/24	1111-80-6120	0	SPECIAL DEPARTMENTAL EXPENSE	156.00
Total 78:								156.00
AMADOR WATER AGENCY								
005018-021X22024	1	HYDRANT METER	02/28/24	03/24	3111-92-6170	0	UTILITIES	151.50
Total 005018-021X22024:								151.50
5018-001X22024	1	RAW WTER HOWARD PARK	03/01/24	03/24	1111-92-6170	0	UTILITIES	1,674.08
Total 5018-001X22024:								1,674.08
5018-005X22024	1	OAKRIDGE DR	03/06/24	03/24	1111-92-6170	0	UTILITIES	295.55
Total 5018-005X22024:								295.55
5018-006X22024	1	846 SUTTER LANE	03/06/24	03/24	1111-92-6170	0	UTILITIES	68.91

Unpaid Invoice Report - UNPAID INV. REPORT										Page: 2
Posting period: 04/24										Mar 14, 2024 02:56PM
City of Ione	Invoice Number	Seq.#	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount	
	Total 5018-006X22024:									68.91
	5018-007X22024	1	CASTLE OAKS ENTRANCE	03/06/24	03/24	8221-92-6170	0	UTILITIES	161.07	
	Total 5018-007X22024:									161.07
	5018-008X22024	1	437 QUAILHOLLOW DR	03/06/24	03/24	1111-92-6170	0	UTILITIES	68.91	
	Total 5018-008X22024:									68.91
	5018-009X22024	1	431 QUAILHOLLOW DRIVE	03/06/24	03/24	1111-92-6170	0	UTILITIES	68.91	
	Total 5018-009X22024:									68.91
	5018-010X22024	1	425 QUAILHOLLOW DR	03/06/24	03/24	1111-92-6170	0	UTILITIES	91.01	
	Total 5018-010X22024:									91.01
	5018-020X22024	1	HYDRANT METER	02/28/24	03/24	3111-92-6170	0	UTILITIES	151.50	
	Total 5018-020X22024:									151.50
	5018-021X22024	1	HYDRANT METER	02/28/24	03/24	3111-92-6170	0	UTILITIES	151.50	
	Total 5018-021X22024:									151.50
	6157-000X22024	1	SEWER LIFT STATIONB	03/06/24	03/24	3111-92-6170	0	UTILITIES	68.91	
	Total 6157-000X22024:									68.91
	6352-000X22024	1	CASTLE OAKS MEDIAN 1	03/06/24	03/24	8221-92-6170	0	UTILITIES	68.91	
	Total 6352-000X22024:									68.91
	6352-001X22024	1	CASTLE OAKS MEDIAN 2	03/06/24	03/24	8221-92-6170	0	UTILITIES	68.91	
	Total 6352-001X22024:									68.91
	6352-002X22024	1	CASTLE OAKS MEDIAN 3	03/06/24	03/24	8221-92-6170	0	UTILITIES	68.91	

Unpaid Invoice Report - UNPAID INV. REPORT

Posting period: 04/24

City of Ione

Invoice Number	Seq.#	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount
Total 6352-002X22024:								
68.91								
ARCO BUSINESS SOLUTIONS								
42022030	1	PD FUEL	03/02/24	03/24	1111-70-6201	0	FUEL	984.40
42022030	2	PD FUEL	03/02/24	03/24	9670-70-6201	0	FUEL	805.42
42022030	3	AMAZON WEB SERVICES	03/02/24	03/24	1111-65-6166	0	SOFTWARE	59.90
42022030	4	AMAZON WEB SERVICES	03/02/24	03/24	2111-65-6166	0	SOFTWARE	9.98
42022030	5	AMAZON WEB SERVICES	03/02/24	03/24	3111-65-6166	0	SOFTWARE	19.97
42022030	6	AMAZON WEB SERVICES	03/02/24	03/24	9670-65-6166	0	SOFTWARE	4.99
42022030	7	AMAZON WEB SERVICES	03/02/24	03/24	9675-65-6160	0	COMMUNICATIONS	4.99
42022030	8	SIP PHONE SYSTEM	03/02/24	03/24	1111-65-6160	0	COMMUNICATIONS	229.99
42022030	9	SIP PHONE SYSTEM	03/02/24	03/24	2111-65-6160	0	COMMUNICATIONS	38.33
42022030	10	SIP PHONE SYSTEM	03/02/24	03/24	3111-65-6160	0	COMMUNICATIONS	76.66
42022030	11	SIP PHONE SYSTEM	03/02/24	03/24	9670-65-6160	0	COMMUNICATIONS	19.17
42022030	12	SIP PHONE SYSTEM	03/02/24	03/24	9675-65-6160	0	COMMUNICATIONS	19.17
42022030	13	ADOBE/ADMIN	03/02/24	03/24	1111-65-6111	0	OFFICE EXPENSE	179.36
42022030	14	ADOBE/ADMIN	03/02/24	03/24	2111-65-6111	0	OFFICE EXPENSE	29.89
42022030	15	ADOBE/ADMIN	03/02/24	03/24	3111-65-6111	0	OFFICE EXPENSE	59.79
42022030	16	ADOBE/ADMIN	03/02/24	03/24	9670-65-6111	0	OFFICE EXPENSE	14.95
42022030	17	ADOBE/ADMIN	03/02/24	03/24	9675-65-6111	0	OFFICE EXPENSE	14.95
42022030	18	MARKETING	03/02/24	03/24	1111-65-6115	0	CLOTHING	1,089.96
42022030	19	RECREATION SPECIAL DEPT	03/02/24	03/24	4121-67-6120	0	SPECIAL DEPARTMENT	20.00
42022030	20	SEWER BILLING	03/02/24	03/24	3111-65-6111	0	OFFICE EXPENSE	272.22
42022030	21	PW SPECIAL DEPT	03/02/24	03/24	1111-92-6120	0	SPECIAL DEPARTMENTAL EXPENSE	264.98
42022030	22	PW FACILITIES/MAINT	03/02/24	03/24	1111-92-6190	0	MAINT OF BLDGS, STRUCT, GROUND	293.60
42022030	23	WWTP OTHER	03/02/24	03/24	3111-92-8813	0	CAPITAL OTHER	149.19
42022030	24	PW STREETS	03/02/24	03/24	2111-92-6120	0	SPECIAL DEPT	494.95
42022030	25	FD - REIMBURSED EXP	03/02/24	03/24	1111-75-6199	0	EXPENSE REIMBURSEMENT	2,802.38
42022030	26	FD - SPECIAL DEPT	03/02/24	03/24	1111-75-6120	0	SPECIAL DEPARTMENTAL EXPENSE	76.99
42022030	27	FD - SPECIAL DEPT	03/02/24	03/24	9675-75-6120	0	SPECIAL DEPT	25.66
42022030	28	FD - SPECIAL DEPT	03/02/24	03/24	9613-75-6120	0	SPEC DEPT	25.66
42022030	29	FD - TRAINING	03/02/24	03/24	1111-75-6122	0	TRAINING & TRAVEL	150.88
42022030	30	FD - TRAINING	03/02/24	03/24	9675-75-6122	0	TRAINING	50.29
42022030	31	FD - TRAINING	03/02/24	03/24	9613-75-6122	0	TRAINING	50.29
42022030	32	FD - MAINT & REPAIR	03/02/24	03/24	1111-75-6190	0	MAINT OF BLDGS, STRUCT, GROUND	463.18
42022030	33	FD - MAINT & REPAIR	03/02/24	03/24	9675-75-6190	0	MAINT OF BLDGS	154.39
42022030	34	FD - MAINT & REPAIR	03/02/24	03/24	9613-75-6190	0	MAINT OF BLDGS	154.39
42022030	35	FD - VEHICLE	03/02/24	03/24	1111-75-6202	0	VEHICLE MAINT	1,940.30
42022030	36	FD - VEHICLE	03/02/24	03/24	9675-75-6202	0	VEHICLE MAINT.	646.77

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42022030	37	FD - VEHICLE	03/02/24	03/24	9613-75-6202	0	VEHICLE MAINT	646.77
42022030	38	PD - SPECIAL DEPT	03/02/24	03/24	1111-70-6120	0	SPECIAL DEPARTMENTAL	5.13
42022030	39	PD - SPECIAL DEPT	03/02/24	03/24	9670-70-6120	0	SPECIAL DEPARTMENTAL	4.20
42022030	40	PD - TRAINING	03/02/24	03/24	1111-70-6250	0	TRAVEL, CONF	408.82
42022030	41	PD - TRAINING	03/02/24	03/24	9670-70-6250	0	TRAVEL, CONF	334.50
Total 42022030:								
AT&T CALNET 3								
000021357989	1	FEB 2024 STATEMENT	03/01/24	03/24	1111-70-6160	0	COMMUNICATIONS	36.84
000021357989	2	FEB 2024 STATEMENT	03/01/24	03/24	9670-70-6160	0	COMMUNICATIONS	30.15
Total 000021357989:								
21372778	1	FIRE - PHONE FEBRUARY 2024	03/06/24	03/24	1111-75-6160	0	COMMUNICATIONS	17.63
21372778	2	FIRE -PHONE FEBRUARY 2024	03/06/24	03/24	9675-75-6160	0	COMMUNICATIONS	5.88
21372778	3	FIRE - PHONE FEBRUARY 2024	03/06/24	03/24	9613-75-6160	0	COMMUNICATIONS	5.88
Total 21372778:								
21372779	1	FIRE - PHONE FEBRUARY 2024	03/06/24	03/24	9613-75-6160	0	COMMUNICATIONS	16.06
21372779	2	FIRE - PHONE FEBRUARY 2024	03/06/24	03/24	9675-75-6160	0	COMMUNICATIONS	16.06
21372779	3	FIRE - PHONE FEBRUARY 2024	03/06/24	03/24	1111-75-6160	0	COMMUNICATIONS	48.19
Total 21372779:								
42026030	1	ADMIN PHONE	03/06/24	03/24	1111-65-6160	0	COMMUNICATIONS	80.31
42026030	2	ADMIN PHONE	03/06/24	03/24	2111-65-6160	0	COMMUNICATIONS	128.12
42026030	3	ADMIN PHONE	03/06/24	03/24	3111-65-6160	0	COMMUNICATIONS	21.35
42026030	4	ADMIN PHONE	03/06/24	03/24	9670-65-6160	0	COMMUNICATIONS	42.71
42026030	5	ADMIN PHONE	03/06/24	03/24	9675-65-6160	0	COMMUNICATIONS	10.68
42026030	6	POLICE - PHONE	03/06/24	03/24	1111-70-6160	0	COMMUNICATIONS	10.68
42026030	7	POLICE - PHONE	03/06/24	03/24	9670-70-6160	0	COMMUNICATIONS	117.45
42026030	8	FIRE - PHONE	03/06/24	03/24	1111-75-6160	0	COMMUNICATIONS	96.09
42026030	9	FIRE - PHONE	03/06/24	03/24	9675-75-6160	0	COMMUNICATIONS	102.50
42026030	10	FIRE - PHONE	03/06/24	03/24	9613-75-6160	0	COMMUNICATIONS	34.17
42026030	11	BUILDING PHONE	03/06/24	03/24	1111-85-6160	0	COMMUNICATIONS	34.17
42026030	12	PUBLIC WORKS	03/06/24	03/24	1111-92-6160	0	COMMUNICATIONS	170.83
42026030	13	PUBLIC WORKS	03/06/24	03/24	2111-92-6160	0	COMMUNICATIONS	29.04
42026030	14	PUBLIC WORKS	03/06/24	03/24	3111-92-6160	0	COMMUNICATIONS	28.19

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	627168	1	COPIER SERVICES FEBRUARY 2024	02/26/24	03/24	1111-65-6111	0	OFFICE EXPENSE	103.35	
	627168	2	COPIER SERVICES FEBRUARY 2024	02/26/24	03/24	2111-65-6111	0	OFFICE EXPENSE	17.23	
	627168	3	COPIER SERVICES FEBRUARY 2024	02/26/24	03/24	3111-65-6111	0	OFFICE EXPENSE	34.45	
	627168	4	COPIER SERVICES FEBRUARY 2024	02/26/24	03/24	9670-65-6111	0	OFFICE EXPENSE	8.61	
	627168	5	COPIER SERVICES FEBRUARY 2024	02/26/24	03/24	9675-65-6111	0	OFFICE EXPENSE	8.61	
	Total 627168:								172.25	
	CASCADE FIRE EQUIPMENT CO									
	INV10224	1	FIRE DEPT HOSE/HELMET X4	02/20/24	03/24	1111-75-6119	0	SAFETY EQUIPMENT	1,207.98	
	INV10224	2	FIRE DEPT HOSE/HELMET X4	02/20/24	03/24	9675-75-6119	0	SAFETY EQUIP.	402.66	
	INV10224	3	FIRE DEPT HOSE/HELMET X4	02/20/24	03/24	9613-75-6119	0	SAFETY EQUIPMENT	402.66	
	Total INV10224:								2,013.30	
	CASELLE INC.									
	42021030	1	ADMIN	03/01/24	03/24	1111-65-6166	0	SOFTWARE	1,110.60	
	42021030	2	ADMIN	03/01/24	03/24	2111-65-6166	0	SOFTWARE	185.10	
	42021030	3	ADMIN	03/01/24	03/24	3111-65-6166	0	SOFTWARE	370.20	
	42021030	4	ADMIN	03/01/24	03/24	9670-65-6166	0	SOFTWARE	92.55	
	42021030	5	ADMIN	03/01/24	03/24	9675-65-6166	0	SOFTWARE	92.55	
	Total 42021030:								1,851.00	
	DAVID TAUSSIG & ASSOC. INC									
	2401197	1	PROJECT D23-80270.000 IONE/CFD 2009-3 FY 23-24	01/31/24	03/24	9111-50-6125	0	ADMINISTRATION COSTS	190.00	
	Total 2401197:								190.00	
	2401198	1	D23-80268.000 IONE/CFD 2005-2 IA 3 FY 23-24	01/31/24	03/24	9111-50-6125	0	ADMINISTRATION COSTS	425.00	
	Total 2401198:								425.00	
	2401199	1	D23-80268.OS IONE/CFD 2005-2 IA 3 PREPAYMENT	01/31/24	03/24	9111-50-6125	0	ADMINISTRATION COSTS	570.00	
	Total 2401199:								570.00	
	2401200	1	D23-80267.000 IONE/CFD 2005-2 IA 2 FY 23-24	01/31/24	03/24	9111-50-6125	0	ADMINISTRATION COSTS	329.40	

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Total 2401200:										
2401201	1	D23-80266.000 IONE/CFD 2005-2 IA 1 FY 23-24	01/31/24	03/24	9111-50-6125	0	ADMINISTRATION COSTS	329.40		
Total 2401201:										
2401202	1	D23-80269.000 IONE/CFD 2006-1 FY 23-24	01/31/24	03/24	9111-50-6125	0	ADMINISTRATION COSTS	568.10		
Total 2401202:										
EASTON'S SERVICE AND REPAIR										
4567	1	TRVL, HR LABOR, BLEED SYSTEM, NEW SEALS, SEAL KIT, SHIPPING, BRAKE CLEAN	02/29/24	03/24	1111-92-6203	0	MAINT & OPERATIONS - EQUIPMENT	1,691.71		
Total 4567:										
ECO URBAN DESIGNS INC.										
1803	1	FIELD SERVICES FEBRUARY 2024	02/15/24	03/24	8221-92-6221	0	PROF SERVICES	1,717.00		
Total 1803:										
1810	1	PHASE I (10% RETENTION WITHHELD)	02/29/24	03/24	8221-92-8813	0	CAPITAL OUTLAY-OTHER THAN BLDG	13,927.50		
Total 1810:										
FERGUSON ENT INC. #686										
4901110	1	19IN OPEN TOTE BAG W/ SHLDR STRP	02/16/24	03/24	1111-92-6190	0	MAINT OF BLDGS, STRUCT, GROUND	163.09		
Total 4901110:										
GALLS LLC - DBA BLUMENTHAL UNIFORM										
027181756	1	FIRE DEPARTMENT UNIFORM	02/23/24	03/24	1111-75-6120	0	SPECIAL DEPARTMENTAL EXPENSE	39.41		
027181756	2	FIRE DEPARTMENT UNIFORM	02/23/24	03/24	9675-75-6120	0	SPECIAL DEPT	13.14		
027181756	3	FIRE DEPARTMENT UNIFORM	02/23/24	03/24	9613-75-6120	0	SPEC DEPT	13.14		
Total 027181756:										
HINDERLITER DELLAMAS & ASSOCIATES										
SIN036316	1	CONTRACT SERVICES JAN - MAR 2024	03/11/24	03/24	1111-65-6215	0	PROF & SPEC SERV. - OTHER	1,077.30		

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Total SIN036316:								
INDUSTRIAL ELECTRICAL COMPANY								
00308217-01	1	BUDGETED SCOPE OF SERVICE	02/23/24	03/24	3111-50-6113	0	CHEMICALS	6,247.51
Total 00308217-01:								
IONE ACE HARDWARE								
337877X22024	1	FIRE DEPT	02/25/24	03/24	9675-75-6190	0	MAINT OF BLDGS	35.17
337877X22024	2	FIRE DEP	02/25/24	03/24	1111-75-6190	0	MAINT OF BLDGS, STRUCT, GROUND	105.50
337877X22024	3	FIRE DEPT	02/25/24	03/24	9613-75-6190	0	MAINT OF BLDGS	35.17
337877X22024	4	WWTP - MAINTENANCE & REPAIRS	02/25/24	03/24	3111-92-8813	0	CAPITAL OTHER	254.77
337877X22024	5	STREETS	02/25/24	03/24	2111-92-6190	0	MAINT OF BLDGS, STRUCT, GROUND	89.76
337877X22024	6	PARKS	02/25/24	03/24	1111-92-6190	0	MAINT OF BLDGS, STRUCT, GROUND	1,016.78
337877X22024	7	PW BUILDING AND GROUNDS	02/25/24	03/24	1111-92-6190	0	MAINT OF BLDGS, STRUCT, GROUND	270.45
Total 337877X22024:								
IONE PHARMACY								
42029220	1	EMS SUPPLIES	02/29/24	03/24	1111-75-6120	0	SPECIAL DEPARTMENTAL EXPENSE	36.43
42029220	2	EMS SUPPLIES	02/29/24	03/24	9675-75-6120	0	SPECIAL DEPT	12.14
42029220	3	EMS SUPPLIES	02/29/24	03/24	9613-75-6120	0	SPEC DEPT	12.15
Total 42029220:								
IW SOLAR LLC								
24303	1	SOLOAR PRODUCED	03/01/24	03/24	3111-92-6170	0	UTILITIES	60.72
Total 24303:								
JOHN M. MEYER, PH.D.								
22025060	1	PRE EMPLOYMENT PSYCHOLOGICAL SCREENING	02/29/24	03/24	9670-70-6120	0	SPECIAL DEPARTMENTAL	135.00
22025060	2	PRE EMPLOYMENT PSYCHOLOGICAL SCREENING	02/29/24	03/24	1111-70-6120	0	SPECIAL DEPARTMENTAL	165.00
Total 22025060:								
22029260	1	PRE EMPLOYMENT PSYCHOLOGICAL SCREENING	06/29/22	03/24	1111-70-6120	0	SPECIAL DEPARTMENTAL	165.00
22029260	2	PRE EMPLOYMENT PSYCHOLOGICAL SCREENING	06/29/22	03/24	9670-70-6120	0	SPECIAL DEPARTMENTAL	135.00

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Total 22029260:										300.00
MISSION IT SOLUTIONS INC.										
2131	1	ADMIN	03/01/24	03/24	1111-65-6167	0	IT SERVICES	49.13		
2131	2	ADMIN	03/01/24	03/24	2111-65-6167	0	IT SERVICES	8.19		
2131	3	ADMIN	03/01/24	03/24	3111-65-6163	0	IT SERVICES	16.38		
2131	4	ADMIN	03/01/24	03/24	9670-65-6167	0	IT SERVICES	4.09		
2131	5	ADMIN	03/01/24	03/24	9675-65-6167	0	IT SERVICES	4.09		
2131	6	POLICE	03/01/24	03/24	1111-70-6167	0	IT HARDWARE	45.03		
2131	7	POLICE	03/01/24	03/24	9670-70-6166	0	SOFTWARE	36.84		
2131	8	FIRE	03/01/24	03/24	1111-75-6167	0	IT HARDWARE	49.13		
2131	9	FIRE	03/01/24	03/24	9675-75-6166	0	SOFTWARE	16.38		
2131	10	FIRE	03/01/24	03/24	9613-75-6163	0	IT SERVICES	16.38		
2131	11	BUILDING	03/01/24	03/24	1111-85-6166	0	SOFTWARE PROGRAMS	32.75		
2131	12	PUBLIC WORKS	03/01/24	03/24	1111-92-6166	0	SOFTWARE PROGRAMS	16.70		
2131	13	PUBLIC WORKS	03/01/24	03/24	2111-92-6166	0	SOFTWARE	16.20		
2131	14	PUBLIC WORKS	03/01/24	03/24	3111-92-6166	0	SOFTWARE	16.21		
Total 2131:										327.50
NAPA AUTO PARTS										
42024030	1	FD - PORTAPOW/ OES4602/ENG6235	03/04/24	03/24	1111-75-6202	0	VEHICLE MAINT	256.15		
42024030	2	FD - PORTAPOW/ OES4602/ENG6235	03/04/24	03/24	9613-75-6202	0	VEHICLE MAINT	85.38		
42024030	3	FD - PORTAPOW/ OES4602/ENG6235	03/04/24	03/24	9675-75-6202	0	VEHICLE MAINT.	85.38		
Total 42024030:										426.91
PAC MACHINE CO. INC										
93602	1	LAYFLAT HOSE CAMLOCK	03/04/24	03/24	3111-92-6203	0	REPAIR & MAINT	135.77		
Total 93602:										135.77
PECKHAM & MCKENNEY										
3	1	CITY MANAGER DIRECTOR SEARCH	03/13/24	03/24	1111-65-6215	0	PROF & SPEC SERV. - OTHER	9,166.66		
Total 3:										9,166.66
PG & E										
0811230561-3	1	17 E MAIN ST	02/21/24	03/24	1111-65-6170	0	UTILITIES	25.51		

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	Total 0811230561-3:									25.51
	13009424139X2202	1	CHURCH ST ES MAIN ST N	02/21/24	03/24	1111-92-6170	0	UTILITIES	500.17	
	Total 13009424139X22024:									500.17
	14930852984X2202	1	CITY YARD MILL ST	02/23/24	03/24	1111-92-6170	0	UTILITIES	16.08	
	Total 14930852984X22024:									16.08
	1707746359	1	EDGEBROOK DR	02/21/24	03/24	3111-92-6170	0	UTILITIES	260.82	
	Total 1707746359:									260.82
	1707746359X2202	1	EDGEBROOK DR	02/21/24	03/24	3111-92-6170	0	UTILITIES	260.82	
	Total 1707746359X22024:									260.82
	2292622148622024	1	FIRE DEPT 600 PRESTON AVE	02/22/24	03/24	1111-75-6170	0	UTILITIES	836.79	
	2292622148622024	2	FIRE DEP 600 PRESTON AVE	02/22/24	03/24	9675-75-6170	0	UTILITIES	278.93	
	2292622148622024	3	FIRE DEPT 600 PRESTON AVE	02/22/24	03/24	9613-75-6170	0	UTILITIES	278.93	
	Total 2292622148622024:									1,394.65
	24779849942X2202	1	FIRE DEPT WEST JACKSON ST	02/21/24	03/24	1111-75-6170	0	UTILITIES	156.14	
	24779849942X2202	2	FIRE DEPT WEST JACKSON ST	02/21/24	03/24	9675-75-6170	0	UTILITIES	52.05	
	24779849942X2202	3	FIRE DEPT WEST JACKSON ST	02/21/24	03/24	9613-75-6170	0	UTILITIES	52.05	
	Total 24779849942X22024:									260.24
	2770243162-1	1	17 E MAIN ST	02/21/24	03/24	1111-65-6170	0	UTILITIES	37.75	
	Total 2770243162-1:									37.75
	50827294559X2202	1	PRESTONE AVE & SUTTER	02/21/24	03/24	1111-92-6170	0	UTILITIES	14.56	
	Total 50827294559X22024:									14.56
	72831306641X2202	1	PARK & RIDE	02/23/24	03/24	1111-92-6170	0	UTILITIES	43.82	

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Total 72831306641X22024:										
8112305613X22024	1	17 E MAIN ST	02/21/24	03/24	1111-65-6170	0	UTILITIES	43.82		
Total 8112305613X22024:										25.51
86760076504X2202	1	600 S CHURCH ST @ HOWARD PARK	02/21/24	03/24	1111-92-6170	0	UTILITIES	1,625.16		
Total 86760076504X22024:										1,625.16
9035594982-8X220	1	412 EAGLE DR	02/21/24	03/24	8221-92-6170	0	UTILITIES	277.24		
Total 9035594982-8X22024:										277.24
PINNACLE ALARM										
2886A	1	ADDED A 8 CHANNEL POE	02/22/24	03/24	1111-94-6190	0	MAINT OF BLDGS, STRUCT, GROUND	220.00		
Total 2886A:										220.00
PLACER TITLE COMPANY										
24/08/03	1	OVER PAYMENT FOR CLOSE OF ESCROW #6225.01	03/08/24	03/24	3111-48-4805	0	SEWER SERVICE CHARGES	40.75		
Total 24/08/03:										40.75
ROYER WELDING & MAINTENANCE										
26454	1	505-5105 SPEED SENSOR & LABOR COST	03/01/24	03/24	1111-75-6202	0	VEHICLE MAINT	1,528.10		
26454	2	505-5105 SPEED SENSOR & LABOR COST	03/01/24	03/24	9675-75-6202	0	VEHICLE MAINT.	509.36		
26454	3	505-5105 SPEED SENSOR & LABOR COST	03/01/24	03/24	9613-75-6202	0	VEHICLE MAINT	509.37		
Total 26454:										2,546.83
SHAPE INCORPORATED										
31053B20181	1	FIELD SERVICE LABOR - DERAGGING OF 2 PUMPS	02/21/24	03/24	3111-92-9813	0	CAPITAL OTHER	1,400.00		
Total 31053B20181:										1,400.00
STATE CONTROLLER-DEPT ACCOUNTING OFFICE										
FAUD-00004144	1	ANNUAL ST REPORT 22/23 FY	02/21/24	03/24	2111-65-6211	0	PROF SERVICES	2,127.84		

Unpaid Invoice Report - UNPAID INV. REPORT										Page: 12
City of Ione										Mar 14, 2024 02:56PM
Posting period: 04/24										
Invoice Number	Seq.#	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount		
Total FAUD-00004144:										
SUSAN M. PETERS										
002	1	PLANNING SERVICES DECEMBER 2023 - FEBRUARY 2024	12/01/23	03/24	1111-80-6213	0	PROF & SPEC SERVICES-PLANNER	4,150.00		
Total 002:										2,127.84
TELSTAR INSTRUMENTS										
120486	1	REPLACE POTENTIOMETER ALUM CONTROL PANEL	02/28/24	03/24	3111-92-6203	0	REPAIR & MAINT	6,698.00		
Total 120486:										6,698.00
TOMMY'S GARAGE										
20121	1	REPLACE DRIVER SIDE DOOR LATCH 20-01	02/14/24	03/24	1111-70-6202	0	VEHICLE MAINT	224.47		
20121	2	REPLACE DRIVER SIDE DOOR LATCH 20-01	02/14/24	03/24	9670-70-6202	0	VEHICLE MAINT	183.66		
Total 20121:										408.13
20203	1	POLICE CAR BATTERY	02/29/24	03/24	1111-70-6202	0	VEHICLE MAINT	198.00		
20203	2	POLICE CAR BATTERY	02/29/24	03/24	9670-70-6202	0	VEHICLE MAINT	162.00		
Total 20203:										360.00
20242	1	LUBE OIL AND FILTER CHANGE	03/05/24	03/24	9670-70-6202	0	VEHICLE MAINT	34.96		
20242	2	LUBE OIL AND FILTER CHANGE	03/05/24	03/24	1111-70-6202	0	VEHICLE MAINT	42.72		
Total 20242:										77.68
TRAVERSO, JANICE M.										
42021030	1	REIMBURSEMENT - OFFICE SUPPLIES PD AND ADMIN	03/01/24	03/24	1111-70-6111	0	OFFICE	7.25		
42021030	2	REIMBURSEMENT - OFFICE SUPPLIES PD AND ADMIN	03/01/24	03/24	9670-70-6111	0	OFFICE	5.94		
42021030	3	REIMBURSEMENT - OFFICE SUPPLIES PD AND ADMIN	03/01/24	03/24	1111-65-6111	0	OFFICE EXPENSE	37.15		
Total 42021030:										50.34
VOLCANO TELEPHONE COMPANY										
100054X30124	1	CITY HALL ADMIN	03/01/24	03/24	1111-65-6160	0	COMMUNICATIONS	19.17		

City of Ione

Unpaid Invoice Report - UNPAID INV. REPORT

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Posting period: 04/24

Invoice Number	Seq.#	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount
WEST YOST ASSOCIATES								
2057202	1	SCIENTIST/GEOLOGIST/SPECIALIST 2	01/31/24	03/24	3131-90-6220	0	PROF SERVICES - TERTIARY	2,883.41
Total 2057202:								2,883.41
2057355	1	SCIENTIST/GEOLOGIST/SPECIALIST 2	01/31/24	03/24	3131-90-6220	0	PROF SERVICES - TERTIARY	4,970.05
Total 2057355:								4,970.05
Total :								165,461.15
Grand Totals:								165,461.15
Summary by General Ledger Account Number								
GL Account Number	Debit	Credit	Net					
1111-00-1119	700.00	.00	700.00					
1111-00-2111	.00	117.37-	117.37-					
1111-60-6160	572.27	.00	572.27					
1111-65-6111	319.86	.00	319.86					
1111-65-6115	1,069.96	.00	1,069.96					
1111-65-6160	650.37	.00	650.37					
1111-65-6166	1,170.50	.00	1,170.50					
1111-65-6167	49.13	.00	49.13					
1111-65-6170	88.77	.00	88.77					
1111-65-6215	10,243.96	.00	10,243.96					
1111-70-6111	24.01	.00	24.01					
1111-70-6120	335.13	.00	335.13					
1111-70-6160	501.00	.00	501.00					
1111-70-6167	45.03	.00	45.03					
1111-70-6201	984.40	.00	984.40					
1111-70-6202	465.19	.00	465.19					
1111-70-6250	408.82	.00	408.82					
1111-75-6119	1,207.98	.00	1,207.98					
1111-75-6120	152.83	.00	152.83					
1111-75-6122	150.88	.00	150.88					

Posting period: 04/24

Mar 14, 2024 02:56PM

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
1111-75-6160	1,941.49	.00	1,941.49
1111-75-6167	49.13	.00	49.13
1111-75-6170	992.93	.00	992.93
1111-75-6190	568.68	.00	568.68
1111-75-6199	2,802.38	.00	2,802.38
1111-75-6202	3,724.55	.00	3,724.55
1111-80-6120	216.00	.00	216.00
1111-80-6213	4,150.00	.00	4,150.00
1111-85-6111	270.41	.00	270.41
1111-85-6160	192.12	.00	192.12
1111-85-6166	32.75	.00	32.75
1111-92-6120	264.98	.00	264.98
1111-92-6160	182.39	.00	182.39
1111-92-6166	16.70	.00	16.70
1111-92-6170	4,467.16	.00	4,467.16
1111-92-6190	1,743.92	.00	1,743.92
1111-92-6203	1,691.71	.00	1,691.71
1111-94-6190	220.00	.00	220.00
2111-65-6111	47.12	.00	47.12
2111-65-6160	69.27	.00	69.27
2111-65-6166	195.08	.00	195.08
2111-65-6167	8.19	.00	8.19
2111-65-6211	2,127.84	.00	2,127.84
2111-92-6120	494.95	.00	494.95
2111-92-6160	170.59	.00	170.59
2111-92-6166	16.20	.00	16.20
2111-92-6190	89.76	.00	89.76
3111-48-4805	40.75	.00	40.75
3111-50-6113	6,247.51	.00	6,247.51
3111-50-6193	3,988.43	.00	3,988.43
3111-65-6111	366.46	.00	366.46
3111-65-6160	138.54	.00	138.54
3111-65-6163	16.38	.00	16.38
3111-65-6166	390.17	.00	390.17
3111-92-6160	170.57	.00	170.57
3111-92-6166	16.21	.00	16.21
3111-92-6170	6,523.79	.00	6,523.79
3111-92-6203	6,833.77	.00	6,833.77

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
3111-92-6215	28,050.00	.00	28,050.00
3111-92-8813	1,803.96	.00	1,803.96
3131-90-6220	7,853.46	.00	7,853.46
3131-92-6215	18,700.00	.00	18,700.00
4121-67-6120	20.00	.00	20.00
8221-92-6170	645.04	.00	645.04
8221-92-6221	1,717.00	.00	1,717.00
8221-92-8813	13,927.50	.00	13,927.50
9111-50-6125	2,225.00	.00	2,225.00
9520-50-9700	11,577.78	.00	11,577.78
9613-75-6119	402.66	.00	402.66
9613-75-6120	50.95	.00	50.95
9613-75-6122	50.29	.00	50.29
9613-75-6160	647.17	.00	647.17
9613-75-6163	16.38	.00	16.38
9613-75-6170	330.98	.00	330.98
9613-75-6190	189.56	.00	189.56
9613-75-6202	1,241.52	.00	1,241.52
9670-65-6111	23.56	.00	23.56
9670-65-6160	34.65	.00	34.65
9670-65-6166	97.54	.00	97.54
9670-65-6167	4.09	.00	4.09
9670-70-6111	19.65	.00	19.65
9670-70-6120	274.20	.00	274.20
9670-70-6160	409.91	.00	409.91
9670-70-6166	36.84	.00	36.84
9670-70-6201	805.42	.00	805.42
9670-70-6202	380.62	.00	380.62
9670-70-6250	334.50	.00	334.50
9675-65-6111	23.56	.00	23.56
9675-65-6160	39.64	.00	39.64
9675-65-6166	92.55	.00	92.55
9675-65-6167	4.09	.00	4.09
9675-75-6119	402.66	.00	402.66
9675-75-6120	50.94	.00	50.94
9675-75-6122	50.29	.00	50.29
9675-75-6160	647.16	.00	647.16
9675-75-6166	16.38	.00	16.38

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
9675-75-6170	330.98	.00	330.98
9675-75-6190	189.56	.00	189.56
9675-75-6202	1,241.51	.00	1,241.51
Grand Totals:	165,578.52	117.37-	165,461.15

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
10/23	117.37	117.37-	.00
03/24	165,461.15	.00	165,461.15
Grand Totals:	165,578.52	117.37-	165,461.15



CITY OF IONE
IONE, CA 95640

Agenda Item #G3

DATE: MARCH 5, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: AMY GEDNEY, INTERIM CITY MANAGER

SUBJECT: SECTION 125 PROGRAM

RECOMMENDED ACTION:

Adopt Resolution 2024-.*.

FISCAL IMPACT:

This will increase the City's budget for the 2023-2024 Fiscal Year by \$45,835.92, as it would be retroactive to January 1, 2024.

BACKGROUND:

Staff retention has been an issue for Ione over the last several years. One of the reasons cited during employee exit interviews has been more desirable benefit packages in other cities. The City currently provides medical, dental, vision, long term disability, and life insurance policies to its employees with a set dollar limit. In January, insurance increases for employees ranged from 7-13% of out of pocket expenses based on insurance coverage used.

With the adoption of a Section 125 Plan, the City and employees will benefit. The City will benefit by the use of longer term forecasting flat dollar amounts and will provide a broader option of benefits to be used tax free for employees, thus enhancing employment with the City. Furthermore, the benefits paid will be consistent for each employee. The employee will benefit because they can choose how they want to use the funds that suit their needs.

DISCUSSION:

The language below is incorporated into the Revised Employee Handbook. While implementing these changes will increase the City's spending, as an employer, a Section 125 Plan provides a more desirable benefit package for the employees with a desired effect of reducing staff turnover.

"The City of Ione provides a Cafeteria Benefit plan under the provisions of Internal Revenue Code Section 125 for permanent full-time and part-time employees who work over 1,040 hours per a 12-month period. Eligible employees will receive a fringe benefit contribution from the City. The amount of the contribution is determined by the applicable labor agreement between the City and the recognized employee organization or the unrepresented personnel Resolution.

Employees may select city-sponsored medical, dental, vision, life insurance, short-term & long term disability insurances, health saving accounts, and 457-deferred compensation. Premiums for these benefits are deducted from the fringe contribution, and salary if necessary on a pre-tax or after-tax basis.

Benefit changes may be made annually during the open enrollment period. In order to make changes to current benefit selections outside of the annual open enrollment period, a “Life Event” must occur, in which an employee has 30 days from the date of the event to contact Human Resources. A “Life Event” that is recognized by the City include the following: marriage, birth, guardianship or adoption of a child, divorce, legal separation, court orders, judgments, decrees, approved leave of absences, spousal employment status changes, over age dependents and registering or termination of domestic partnerships.”

ATTACHMENTS:

Resolution

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
TO INCORPORATE A SECTION 125 PLAN**

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 create a Section 125 Plan for employees; and

WHEREAS, the City of Ione currently allows employees to elect an insurance plan and the City will pay the premium amount up to an established cap; and

WHEREAS, the City of Ione has two different capped amounts, one for the Ione Police Officers' Association and one for the unrepresented employees; and

WHEREAS, the City of Ione pays the premium for dental, vision, long-term disability and life insurance; and

WHEREAS, a Section 125 plan will allow for employees to choose from a range of benefits based on their personal circumstances; and

WHEREAS, this will cause an increase to salary and benefits by \$45,835.92; and

WHEREAS, the increase will be allocated by Fund and Department as detailed below; and

WHEREAS, the total increase to the General Fund is \$27,623.444, the total increase to the Gas Tax Fund is \$2,867.41, total increase to the WWTP Fund is \$2,526.49, total increase to Restricted PD is \$2,495.46, and the total increase to Restricted Fire is \$3,605.63.

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:

Description	Fund	Fund Desc	Dept	Dept Desc	Amount
Salary & Benefits	1111	General Fund	65	Admin	\$6,111.24
Salary & Benefits	2111	Gas Tax	65	Admin	\$1,018.54
Salary & Benefits	3111	WWTP	65	Admin	\$2,037.08
Salary & Benefits	9670	Restricted PD	65	Admin	\$ 509.27
Salary &	9675	Restricted Fire	65	Admin	\$ 509.27

Attachment #G3A

Benefits					
Salary & Benefits	1111	General Fund	85	Building	\$5,736.94
Salary & Benefits	1111	General Fund	92	Public Works	\$7,830.49
Salary & Benefits	4111	Swimming Pool	92	Public Works	\$ 543.78
Salary & Benefits	4311	Arena	92	Public Works	\$ 163.14
Salary & Benefits	2111	Gas Tax	92	Public Works	\$1,848.47
Salary & Benefits	3111	WWTP	92	Public Works	\$ 489.80
Salary & Benefits	9675	Restricted Fire	70	Fire	\$3,096.36
Salary & Benefits	9613	Measure M	70	Fire	\$6,010.58
Salary & Benefits	1111	General Fund	75	Police	\$7,944.77
Salary & Benefits	9670	Restricted PD	75	Police	\$1,986.19
TOTAL					\$ 45,835.92

The foregoing Resolution was duly passed introduced and adopted by the City Council of the City of Ione at their regular meeting held on March 19, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Alison LaFayne, Mayor

Attest:

Janice Traverso, City Clerk



CITY OF IONE
IONE, CA 95640

Agenda Item #G4

DATE: FEBRUARY 6, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: AMY GEDNEY, INTERIM CITY MANAGER

SUBJECT: EMPLOYEE HANDBOOK

RECOMMENDED ACTION:

Adopt Resolution 2024-* adopting the City of Ione employee Handbook.

FISCAL IMPACT:

There are no fiscal impacts associated with this item.

BACKGROUND:

The current Employee Handbook was last updated in 2019. A number of laws have changed that need to be incorporated into the Employee handbook as well as some of our current practices. The Draft as presented was updated to include language regarding a Section 125 Plan.

DISCUSSION:

Section 125 Plan

The City's current practice and Employee Handbook states that employees can elect an insurance plan and the City will also cover dental, vision, and long term disability coverages. The current practice also caps the amount the City will pay. There are several reasons for this change. First,, placing a fixed amount should be done by a separate Resolution that will allow flexibility for a review of that amount during the budget process as well as employee negotiations. Secondly, the City offers two different capped amounts- one through an MOU with the Police Officers' Association, POA, and one for unrepresented employees in the Employee Handbook. Additionally, within the Employee Handbook staff is recommending that the City move to a Section 125 plan where employees will have the option to choose benefits based on their personal circumstances. A section 125 plan can offer more options for employees at the same cost to the City and is also an easier way to budget for employee costs.

The City Attorney's Office has also reviewed this and has included updates to comply with new state laws to include the following:

- Updated to include additional protected classes and other information that is required in the anti-harassment policy under state regulations.

- Except where the law expressly requires a conviction search and/or prohibits employment if there is a criminal conviction (second paragraph), review of conviction history must be made under the procedures of the California Fair Chance Act.
- Identify the workweek for OT purposes (e.g. Mon-Sun/Sun-Sat, or however payroll defines the workweek)
- Added rules of CTO accrual per labor code 204.3
- Added new state law requirements regarding cannabis
- Revised the policy with the language of the paid sick leave statute: As of 1/1/24, the accrual rate must provide employees with at least 24 hours after 120 days and 40 hours by 200 days. I believe the 3.078 hours every 2 weeks does satisfy this requirement.
- Bereavement leave was updated with new state law requirements.
- Updated Reproductive Loss.
- FMLA revised to comply with updated law.
- Added a pregnancy disability leave policy.
- Added a lactation policy.
- Added other leaves per state law

Additionally, a Social media policy has also been added.

ATTACHMENTS:

- A. Resolution 2024-**
- B. Employee Handbook

RESOLUTION 2024-*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE APPROVING AN
UPDATED EMPLOYEE HANDBOOK AND RESCINDING PRIOR VERSIONS.**

WHEREAS, Ordinance No. 240, the Personnel System Ordinance, established in 1977 summarizes City personnel policies, procedures and rules which are to provide means to recruit, select, develop and maintain an effective and responsive work force, and includes policies and procedures for employee hiring and advancement, training and career development, job classification, salary administration, retirement, fringe benefits, discipline, discharge and other related personnel administration activities; and

WHEREAS, an Employee Handbook is an important part of City personnel policies to provide a set of general guidelines and policies governing all City employees, including employee conduct, workplace conditions, drug and alcohol policies, policies that implement state and federal employment laws, and other aspects of public employment and City service; and

WHEREAS, from time to time it is necessary to update the Employee Handbook to ensure compliance with federal and state laws, and best management practices.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
IONE:**

1. The City hereby adopts the City of Ione Employee Handbook, as in substantial conformity with Attachment "A", which is incorporated herein by reference.
2. Based on the findings above, the City Council declares the updated Employee Handbook serves the public interest, and is necessary, desirable, and prudent to address employment and personnel matters that apply to City employees.
3. That further based on the findings above, the City Council declares the terms and conditions of the updated Employee Handbook shall be effective upon adoption unless preempted by state or federal law, or in conflict with an existing employment contract or collective bargaining agreement.
4. That all previous personnel rules and past practices which might be found to be in conflict or inconsistent with these personnel policies, procedures and rules of the City Personnel System, are hereby voided and superseded by this Resolution.
5. Resolution 2019-24 are rescinded effective upon adoption of this Resolution. Section 10. This Resolution shall take effect immediately upon adoption.

The foregoing resolution was duly passed and adopted at a regular meeting of the City Council of the City of Sutter Creek on the 19th day of March 2024, by the following vote:

AYES:
NOES:
ABSTAIN:

Alison LaFayne, Mayor

Attest:

Janice Traverso, City Clerk



EMPLOYEE HANDBOOK

City of Ione Employee Handbook
January 2024

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I. INTRODUCTION

Welcome! We are pleased and excited to have you join the City of Ione and hope you will find your experience rewarding.

As the gateway to Amador County, Ione offers the perfect blend of small-town charm and quality living. Its quaint character and convenient location just 30 miles southeast of Sacramento make it the perfect place to work, live, and play. Incorporated in 1953 and located in Amador County, the City comprises 4.7 square miles with a population of approximately 6,000. Ione is known for its small-town atmosphere and its outstanding quality of life. As City employees, we are the stewards of this beautiful place.

Our City has been built on a foundation of integrity, innovation, and the pursuit of excellence in everything we do. As an employee of the City, we expect you to:

- Initiate and innovate. Look for opportunities to add value by discovering better ways of doing things and helping your coworkers.
- Communicate and collaborate. Express your ideas with your coworkers and your manager and work together to achieve more than you can alone.
- Own your position. Strive to become an expert in what you do, take responsibility for your actions, and perform your essential job functions under a minimal amount of direction.

Our employees, and the passion and dedication that they bring with them each day, are really what make the City a great place to work. Every employee contributes to our success, and it is with that in mind that we encourage open dialogue between employees and managers.

As you begin your career or promote to a higher-level position within the City of Ione, remember that regardless of where you work or the nature of your job assignment, public employment is a noble calling. You are part of a team of dedicated and talented individuals striving to ensure that Ione citizens receive the highest quality services possible from their government.

II. EQUAL EMPLOYMENT OPPORTUNITY

A. Policy on Equal Employment Opportunity and Non-Discrimination

The City of Ione is committed to equal employment opportunity, and prohibits discrimination or harassment on the basis of:

- Age (40 and over)
- Ancestry
- Citizenship
- Color
- Disability (mental and physical, including HIV and AIDS)
- Ethnicity
- Family status
- Sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions)
- Gender identity and gender expression
- Marital status
- Military status
- Legally protected medical conditions (such as cancer and genetic characteristics)
- National origin
- Race
- Religion/religious creed (including religious dress and grooming practices)
- Sexual orientation
- Veteran status
- Any other status protected by federal, state, or local law

This equal employment opportunity policy applies to all areas of employment including, recruitment, hiring, training, promotion, transfer, discipline, compensation, benefits, and programs.

The City Council has applied the principles of non-discrimination to its own members, members of its advisory Boards, Commissions and Committees, citizen volunteers, City employees, and to those who do business with or who seek to do business with the City of Ione. All employees are protected by this policy, and all are required to fully support and adhere to the provisions of this policy. Regular employees attend mandatory non-discrimination and harassment trainings every two years.

B. Policy Prohibiting Harassment

Harassment of city employees on the basis of sex, race, age, religion, color, national origin, ancestry, disability, medical condition, marital status, sexual orientation, gender identity, or other category protected by federal, state, or local law is prohibited and unlawful. Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. Such conduct constitutes harassment when: (1) submission to the conduct is made either an explicit or implicit condition

of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and may include, but is not limited to, the following (when based upon an employee's protected status as noted above: slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, unwanted or offensive letters or poems, offensive email or voicemail messages.

City employees who are found to engage in harassment are subject to disciplinary action, up to and including termination. Harassment of employees, applicants or persons providing services to the City by contract, whether by employees or non-employees, is prohibited. This policy applies to all employees and agents of the City, including supervisory and non-supervisory employees.

City employees with supervisory responsibilities play a key role in ensuring that the workplace is free of illegal harassment. In accordance with California law, supervisory employees are required to attend a course on preventing workplace harassment every two years, and new supervisors must complete each training within six months of appointment. It is the responsibility of each supervisor to comply with this requirement, and the responsibility of each department to ensure such compliance. Supervisors must take the online course provided by Human Resources. For questions, please contact your departmental personnel officer.

C. Sexual Harassment

Sexually harassing conduct in particular may include all of the prohibited actions described earlier, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. Sexually harassing conduct can be by a person of either the same or opposite sex. Sexually harassing conduct need not be motivated by sexual desire to be violative of this policy.

Such law defines sexual harassment as unwanted sexual advances or verbal, visual or physical conduct of a sexual nature. Below is a non-exhaustive list of examples of sexual harassment:

- Requests for sexual favors or unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Verbal harassment (e.g., graphic verbal commentary, derogatory comments, suggestive or obscene letters or telephone calls);

- Physical harassment (e.g., assault, impeding or blocking movement, gestures or any physical interference with normal work or movements); and/or
- Visual forms of harassment (e.g., leering, derogatory or sexually explicit posters, letters, poems, graffiti, cartoons, computer screen savers or drawings).

D. Responsibility for Responding to and Reporting Discrimination, Retaliation, and Harassment

All employees are encouraged to report harassing, retaliatory, or discriminatory behavior, whether directed at themselves or co-workers. Supervisory employees are required to take corrective action if employees are subjected to retaliation, discrimination or harassment on the basis of a protected category, and must report any such incidents are subject to discipline.

All incidents of discrimination, harassment, and retaliation, should be reported immediately, to the Personnel Officer, who is responsible for investigating complaints. An employee is not required to make their complaint to the Personnel Officer if that person is the subject of the complaint, and may instead report the incident to their supervisor or any member of management. The complaint should be as detailed as possible, including the names of all individuals involved and any witnesses.

The City will ensure that a fair, timely, and thorough investigation is conducted by qualified personnel in an impartial manner that provides all parties with appropriate due process and reaches reasonable conclusions based on the evidence collected. The City will maintain appropriate documentation and tracking to ensure reasonable progress is made. At the close of the investigation, the City will consider appropriate options for remedial actions and resolutions. If misconduct is found, the City shall take prompt, corrective action, as appropriate. The City will maintain confidentiality to the extent possible.

Additionally, employees may also file complaints with federal and state agencies by contacting the:

- Civil Rights Department (CRD) at 800-884-1684 or visiting <https://calcivilrights.ca.gov/contactus/>.
- Equal Employment Opportunity Commission (EEOC) at 800-669-4000 or visiting <https://www.eeoc.gov/contact-eeoc/>.

If you wish to pursue filing with these agencies you should contact them directly to obtain further information about their processes and time limits.

E. Anti-Retaliation

The law and City policy also prohibit retaliation against any employee for opposing the types of discriminatory and harassing practices stated above, or for filing a complaint with, or otherwise participating in an investigation, proceeding, or hearing conducted by the City, EEOC or CRD. If

a complaint is retaliation is substantiated, the City will take prompt action to address and remedy it.

III. EMPLOYMENT

A. At-Will Employment

Unless expressly stated otherwise in writing, all employment with the City is “at-will.” This means that both employees and the City have the right to terminate employment at any time, with or without notice, and with or without cause. No provisions of this handbook are intended nor should they be interpreted to alter the at-will status of City employees.

B. Job Descriptions

The Personnel Officer shall oversee the recommendation of job descriptions for all positions based upon the kind and level of the duties and responsibilities of the positions.

All positions in the same classification shall be sufficiently alike to ensure employees with similar duties; the use of a single descriptive title, require the same qualifications, the same test of competence, and the same salary schedule.

A position may be reclassified on the basis of changes in or reevaluation of the duties, responsibilities, and/or qualifications of the position. A reclassification shall become effective upon adoption of a resolution changing the organizational chart by the City Council through the budget process. Incumbents may or may not be reclassified depending upon qualifications based upon the recommendation of the city Manager, the Personnel Officer, or the appropriate Department Head and the approval of the City Council. A list of job descriptions is available upon request. The list is held and maintained by the Personnel Officer.

C. Classification of Employees

City employee positions are classified appropriately as required by the Federal FLSA for the purpose of determining and applying uniform standards for; 1) benefits eligibility, 2) conditions of employment, and 3) compliance with applicable wage and hour laws. The City will use these uniform standards to ensure nondiscrimination.

The City Manager will make certain that all city employees positions are classified as exempt or nonexempt in accordance with federal and state labor laws.

1. Exempt regular full-time employees: Exempt regular full-time employees are those employees who are scheduled to work the city’s established normal workweek on a regular basis and who are excluded from the overtime pay provisions of applicable federal and state wage and hour laws.
2. Nonexempt regular full-time employees: Nonexempt regular full-time employees are those employees who are scheduled to work the city’s established normal workweek on a

regular basis and who are not excluded from the overtime pay provisions of the applicable federal and state wage and hour laws.

3. Nonexempt regular part-time employees: Nonexempt regular part-time employees are those who employees scheduled to work less than thirty (30) hours per week on a regular basis. Nonexempt regular part-time employees are eligible for overtime pay under the overtime provisions of applicable federal and state wage and hour laws.
4. Temporary employees: Temporary employees are employees whose full-time or part-time services typically are needed for only a limited duration (e.g., less than one hundred and twenty (120) days). Temporary employees may be classified as exempt or nonexempt, depending on their job responsibilities. Temporary employees are paid under the city's normal payroll system. An employee who does not perform exempt duties on a regular basis will not be classified as exempt for a temporary assignment unless he/she works the exempt job and meets the duties and remuneration tests for at least one month.
5. Agency workers: Agency workers are individuals assigned to work at the City through an employment agency. These workers are typically used for short-term or emergency assignments (e.g., as a vacation replacement for a secretary). Such workers are *not* employees of the City but of the respective employment agency that assigned them for work at the City.
6. Volunteers: Volunteer employees are paid under the city's normal payroll system.

D. Probationary Period

The City provides for an initial probationary period of employment to enable the City to assess the employee's performance. All new employees must complete, to the City's satisfaction, a probationary period of not less than twelve (12) months. The probationary period begins on the initial day of work performed by the employee. Completion of the probationary period does not, however, guarantee employment for any specific duration.

If a regular employee has begun a new position, transfer or promotion, then that employee will serve a probationary period of not less than six (6) months.

Probationary full-time employees start to accrue all City paid benefits from the first day of employment (some insurance benefits are not effective for 30 days). Probationary part-time employees shall be entitled to a pro-rata share of City paid benefits from the first day or employment (although some insurance benefits are not effective for 30 days). On successful completion of the probationary period, an employee will become a regular employee.

During the probationary period, an employee may be discharged by the City for any reason and with or without cause or advance notice. Similarly, the employee may resign employment for any reason with or without cause. In the event of an illness or injury requiring absence from

work exceeding ten calendar days, the number of days absent shall be added to the length of the probationary period and the anniversary date for the employee shall be extended accordingly. The employee shall be notified in writing of any extension.

The City Manager, or his/her designated representative, may terminate a probationary employee at any time during the probationary period upon written notice without right of appeal by the probationary employee.

Any employee rejected during or at the conclusion of the probationary period following a promotional appointment shall be reinstated to a position in the class from which he/she was promoted.

E. Performance Evaluations

In order that the probationary employee may be made aware of his/her progress toward both learning and fulfilling the duties and responsibilities of his/her position, he/she shall receive written performance evaluations. A performance evaluation will be conducted by the employee's supervisor two times before the completion of the twelve-month probationary period. These reviews will be at six months and again within the thirty (30) calendar days prior to the completion of the probationary period.

Promotional probationary employees shall receive one performance evaluation during their probationary period. The evaluation shall occur within thirty (30) calendar days prior to the completion of the probationary period.

The preparation and use of employee performance evaluations are for the mutual benefit of the City and the effective development of the employee to achieve desired job or career goals. It is the policy of the City that regular reports be made as to the efficiency, competence, conduct, and merit of its employees in their job-related performance.

All employees will be reviewed and performance evaluations prepared every six months. In addition, an evaluation review may be prepared at any time upon the reasonable request of the employee or at the discretion of the employee's supervisor, when it is deemed to be necessary or appropriate.

F. Responsibilities of Applicants

Applications for City positions must be filed by the time specified in the announcement. It is essential to be honest in filling out applications. False statements on an application or on supporting documents, or at any time during the selection process, can lead to termination of employment and restrictions on future employment with the City.

G. Employment of Persons with Disabilities

Civil Service Rule 115 provides a process for individuals who are significantly disabled to become permanent employees without going through the civil service exam process; this alternative is sometimes called the “Rule 115 Program.” This rule is not intended to preclude employment of individuals who are significantly disabled from gaining employment through regular examinations.

H. Security Clearance

Prior to employment in certain positions or classifications, departments may require a background review of criminal history, motor vehicle (driving) record, personnel history and employment records.

I. Medical Examination

Depending on the classification or position in which you are to be employed, you may be required to pass a medical examination, including drug testing, as a condition of employment.

J. License to Drive

If your job duties require you to drive, you must have the appropriate licenses and maintain insurability under your department’s automobile liability insurance policy. Only employees with a valid California Driver’s License will be authorized to operate a City vehicle. The City will use the State Department of Motor Vehicles’ Pull Notice Program to obtain information about employees as actions appear on their driving records. The City will base driver-related decisions on compliance with the California Vehicle Code, as well as the City’s efforts to reduce vehicular accidents and exposure to liability.

K. Conviction History Policy

In accordance with applicable law, the City will review and evaluate your conviction history (and arrest history, when permitted by law) as part of the selection process and upon changes in appointment status by a LiveScan (fingerprinting). Fingerprints are electronically submitted to the California Department of Justice to obtain conviction records.

If you have applied for a job where certain convictions preclude employment, the City will conduct its review at an early stage of the hiring process. If the City determines that you have a disqualifying conviction, then it will not consider you further for that job.

If you have applied for a job where there is no conviction that would automatically bar employment, the City will not seek, review or consider your conviction history unless you become a finalist for the job and a conditional job offer is made. At that time, and in accordance with state law, the City will conduct an individualized assessment to determine whether there is a nexus between your conviction history and the position to which you have applied, such that your employment in the position would not be in the public interest. In such cases, you will have the opportunity to provide additional information before a final decision is made. The City limits disclosure of your conviction history to a need-to-know basis.

L. Social Security Number

You must have a Social Security Number to work for the City.

M. Authorization to Work

You must present documents to verify identity and authorization to work in the United States as required by the Immigration Reform Control Act of 1986. Failure to provide these documents may result in loss of eligibility.

Any applicant or employee seeking to have the City provide documentation to the Department of Homeland Security (including the U.S. Citizenship and Immigration Services) about possible or actual employment with the City must obtain the approval of the appointing authority of the employing department.

N. Oath of Office

You are required to take the Oath of Office as specified in the California State Constitution.

O. Tax Forms

You will need to fill out a Withholding Exemption Certificate (IRS form W-4), which determines the amount of taxes withheld from your paycheck. If at any time during your employment your withholding status changes (for example, if you marry, divorce, or purchase a home), you should fill out a new W-4 form to ensure that the proper amount is withheld.

P. Attendance and Punctuality

Regular and prompt attendance is an essential requirement of your job. As a City employee, you are to report to your work station at your scheduled work time.

All planned absences must be requested and approved by your Department Head and City Manager in advance. If illness or other emergency causes an unplanned or unforeseeable absence, you must notify your Department Head as soon as possible on the first day of absence and keep them advised daily during the absence. In the case of an extended unforeseeable absence, you may be asked to complete forms and submit medical certifications as appropriate during your leave. Improper use of sick leave, failure to present medical certification when required, excessive unexcused absenteeism, tardiness, unauthorized absence or failure to notify your department when you are unable to report to work, may result in sick leave restriction, disciplinary action or termination.

Q. Appearance and Dress Code

As a City employee, you represent the City and your department when you are on duty and/or when you are in a City uniform. Employees are expected to be neat and clean, and to dress for work according to generally accepted business and professional standards as dictated by their work assignment and as required by their department. The City reserves the right to restrict dress for legitimate reasons relating to safety, hygiene, or environmental conditions.

R. Maintenance of Minimum Requirements

You must possess and maintain the qualifications required by law and by the job specification provided by the City.

S. Overtime and Compensatory Time Off

Unless otherwise provided, the City's workweek is [Monday through Sunday]. The workweek on which weekly overtime calculations are based begins each [Monday] at 12:01 a.m. and ends at 11:59 p.m. [Sunday].

Nonexempt employees may be required to work overtime beyond their scheduled work week, if in the judgment of their supervisor, overtime is necessary to meet emergencies or to complete the assignment. Before an employee works overtime it must be approved by the employee's supervisor. Employees who work routine overtime without approval from their supervisor may be disciplined.

All overtime computed pursuant to this section shall be rounded up to the nearest quarter hour. No employee may be required to work more than sixteen (16) consecutive hours, except as may be necessary for the preservation of life or property. Hours worked in excess of forty (40) hours per week will be compensated at the rate of one and one-half times the employee's regular hourly rate of pay. (Fire Protection Personnel shall be paid overtime for work in excess of 212 hours in a 28-day period, pursuant to 23 U.S.C 207(k).)

General employees may choose to accept compensatory time off (CTO) in lieu of cash compensation for overtime worked. CTO accrues at a rate of one and one-half (1 1/2) hours for every hour over forty hours worked in a work week. Employees may not accrue CTO in excess of two hundred and forty (240) hours. Once this maximum is reached, no further CTO shall be accrued, and the employee will be paid overtime compensation instead. CTO accrual may recommence after the employee has taken CTO or had CTO cashed out by the City and the accrued CTO has dropped below the maximum. An employee who has accrued CTO shall, upon separation of employment, be paid for the unused CTO at a rate of compensation not less than the final regular rate received by the employee.

T. Meal and Rest Periods

As a public entity, the City is not subject to state laws governing the length, timing, and conditions of meal periods and rest breaks. The City generally provides employees with a [30-minute unpaid] meal break and [two ten-minute] rest breaks each day. However, depending on conditions, employees may be assigned specific hours, shifts and break periods.

U. Pay Periods

Employees are paid biweekly, every other Friday. Employees are encouraged to enroll in direct deposit and to receive paystubs electronically. This will be offered to you at time of hire.

V. Payroll Deductions

All employees are subject to withholding of federal and state taxes as required by law.

Depending on your status (temporary or permanent), date of hire, membership is CalPERS, and representation by an employee organization, deductions may also be made for health insurance, the employee pension contribution, and/or Social Security taxes.

You may choose to have a number of amounts withheld from your paycheck by submitting an authorization form to the payroll office.

W. Garnishment

If the City receives a court order to garnish your wages, the City must comply with that order. A garnishment will reduce your take-home pay. If you have questions about your paycheck, contact your payroll office.

X. Smoke-Free Workplace Policy

Individuals (employees, contractors, vendors, visitors, or guests) are not permitted to smoke in the workplace. The workplace includes, but is not limited to city buildings, vehicles, equipment (including light and heavy-duty trucks, cargo and passenger vans, buses, and any other mobile equipment with an enclosed driver/passenger compartment), or other areas where work activities are being performed. Smoking is not prohibited in designated smoking areas. Where a smoking area is not officially designated, employees who wish to smoke may do so at a minimum distance of 20-feet from the entrance or air intake of the workplace. For outside workplaces, such as construction sites, individuals must be 20-feet from work and/or break areas when smoking.

Y. Drugs and Alcohol – Zero Tolerance Policy

The City has a zero-tolerance policy on drugs and alcohol in the workplace. The presence of drugs and alcohol on the job and the influence of these substances on employees during working hours jeopardizes the safety of employees and the public and efficiency of City operations.

The use, possession, manufacture, dispensation, or distribution of drugs and/or alcohol is prohibited:

- Whenever you are in the workplace;
- Whenever you are on City time;
- Whenever you are in City vehicles or facilities; and
- Prior to coming to work, to the extent that your work performance is impaired. Employees subject to testing pursuant to the federal Department of Transportation drug testing requirements are also precluded from using alcohol within eight hours of starting their shift.

This applies to alcohol and all substances, drugs, or medications, whether legal or illegal, which impair an employee's ability to effectively and safely perform his/her job duties.

If you are taking a legal substance for medical reasons, it is your responsibility to ask your physician whether the medication could impair your ability to effectively and safely perform your job duties and to ask your physician to certify you to be absent from the workplace if it could. If the use of the substance is for a disability, you may request a reasonable accommodation of the disability in advance.

Special Note re: Cannabis/Marijuana. Effective January 1, 2024, subject to the exceptions below, Employees and applicants will not be subject to discipline or otherwise penalized for the use of cannabis off the job and away from the workplace. Nor will any action be taken based solely on an employer-required drug screening test that has found the person to have nonpsychoactive cannabis metabolites in their hair blood, urine, or other bodily fluids.

However, persons are still in violation of this policy and subject to discipline if they: (i) use, possess, sell, manufacture, distribute or dispense cannabis on the job; or (ii) are under the influence of, or impaired by, the use of cannabis on the job. The City may also take action based on the results of a valid drug screening test that does not screen for nonpsychoactive cannabis metabolites.

Further these restrictions on the employer related to off-duty cannabis use and employer testing do not apply where applicants or employees are hired for positions that require federal background clearance, or where state or federal law requires the City to test persons for controlled substances as a condition of employment, receiving federal funding or federal-licensing-related benefits, or entering into a federal contract.

Z. Gifts

Under the City's Gift Policy, City employees may not accept personal or family gifts from anyone with whom the City does business. The receipt of such gifts tends to undermine the objectivity that needs to be maintained in the relationships with our various constituents. This does not preclude the acceptance of a non-personal gift of nominal value (e.g., under \$50) that is offered to a work unit when the gift can be shared by all employees in that unit (i.e., a box of candy or a fruit basket).

AA. Political Activity

General restrictions: Use of the public's money, the public's time (your paid work hours), or other public resources (facilities, computers, equipment, materials) to support or oppose a political campaign or ballot measure is prohibited.

Specifically prohibited activities include:

1. Political campaign activities during work hours.

2. Political campaign activities on City premises.
3. Solicitation of campaign contributions from other employees, unless part of a general public fund-raising campaign, and even then not on City time or premises or using City resources.
4. Wearing a City employee identification or uniform while campaigning, even outside of work hours.
5. Using City equipment or supplies to produce political promotional materials.

Generally permissible activities: During non-working hours, each employee and officer of the City has the unfettered right to engage in political expression and activity on behalf of a political candidate or ballot measure, so long as public funds are not used. However, City badges of office should not be displayed.

BB. Privacy and Use of City Resources

In the course of your employment, you may have access to different City resources, such as a desk, file cabinet, computer, City car, internet access, an email account, telephone, and/or voicemail. City Management has a right and a responsibility to monitor the use of City resources whenever it deems advisable. The public also has certain rights to City records. Consequently, it is important that you understand that you can have no expectation of privacy in your use of City resources, even if they are locked or password-protected.

For example, management may search your file cabinet, computer, desk, or City car. Management can also monitor your use of your computer, email account, telephone, and other City resources. To ensure your privacy, don't use City resources to create, access, or store anything you wouldn't want others to know about.

In certain, limited situations, you may be permitted by your manager to use City resources for non-commercial personal use (e.g., using your computer for school work). Even then, you cannot expect that use to be private. It is your own responsibility to ensure that:

1. You have clear and unequivocal (preferably written) approval from your manager for any such personal use.
2. The personal use occurs outside of your paid work hours.
3. The personal use is non-commercial.
4. The City does not incur any additional expense related to the personal use.
5. The personal use complies with the City's computer access, Non-Discrimination, and other City policies.

CC. Workplace Violence, Safety, and Risk Management

Employee and citizen health and safety are top priority for the City. Every employee shares responsibility for safety in the workplace. Employees are responsible for supporting and participating in the various health and safety programs. You will receive training to do your job safely and respond in the event of an emergency. Most departments hold regular safety meetings to discuss safety specific topics and conduct required safety training.

The City enforces a zero-tolerance policy for acts of violence or threatened acts of violence in the workplace. Acts of violence include grabbing, pushing, striking, pinching, groping, or fondling another person; fighting or challenging another person to a fight; engaging in horseplay or any behavior which needlessly risks the safety of one's self or another person; stalking or following another person; accosting or harassing another person in an intimidating way whether face-to-face, by telephone, fax, mail, computer or other form of communication; illegally possessing, displaying, threatening to use, or using a firearm, knife or other weapon. A weapon is any item used to threaten or enact damage or injury.

The City encourages you to immediately contact your supervisor about any safety threat to you or someone else, or if you experience or witness an accident, injury, act of violence, or threatened act of violence.

IV. EMPLOYEE BENEFITS

A. Health Service System Employee Assistance Program (EAP)

The Employee Assistance Program (EAP) is a free, confidential, and voluntary counseling and information program for City employees, their family members, and their significant others. The EAP staff are licensed professionals who provide assessment, brief therapy (up to six sessions), referrals, and follow-up for individuals, couples, families, and groups regarding personal or work-related issues such as stress; marital, family and relationship problems; anger management; substance abuse; work performance issues; emotional difficulties; or any concern that becomes a problem in one's life. The EAP staff is also available for mediation/conflict resolution sessions, workplace violence prevention and Critical Incident Debriefing following a traumatic incident.

B. Section 125 Plan

The City of Ione provides a Cafeteria Benefit plan under the provisions of Internal Revenue Code Section 125 for permanent full-time and part-time employees who work over 1,040 hours per a 12-month period. Eligible employees will receive a fringe benefit contribution from the City. The amount of the contribution is determined by the applicable labor agreement between the City and the recognized employee organization or the unrepresented personnel Resolution. Employees may select city-sponsored medical, dental, vision, life insurance, short-term & long-term disability insurances, health saving accounts, and 457-deferred compensation. Premiums for these benefits are deducted from the fringe contribution, and salary if necessary on a pre-tax or after-tax basis.

Benefit changes may be made annually during the open enrollment period. In order to make changes to current benefit selections outside of the annual open enrollment period, a “Life Event” must occur, in which an employee has 30 days from the date of the event to contact Human Resources. A “Life Event” that is recognized by the City include the following: marriage, birth, guardianship or adoption of a child, divorce, legal separation, court orders, judgments, decrees, approved leave of absences, spousal employment status changes, over age dependents and registering or termination of domestic partnerships.

C. Social Security

Federal law establishes the Social Security withholding rates. Social Security contributions are deducted from the employees paychecks. Refer to paycheck for details.

D. Medicare

Federal law established the Medicare withholding rates. Medicare contributions are deducted from the employees paychecks. Refer to paychecks for detail.

E. Vacation Leave

1. Vacation Accrual Rates:

- a. For employees working an eighty (80) hour bi-weekly work schedule, vacation leave shall accrue at the rates described below:
 - i. 1-3 years continuous service: 3.077 hours biweekly or 80 hours annually
 - ii. 4-8 years continuous service: 4.615 hours biweekly or 120 hours annually
 - iii. 9+ years continuous service: 6.154 hours biweekly or 160 hours annually
- b. For fire protection personnel working a modified bi-weekly work schedule pursuant FLSA 7(k), vacation leave shall accrue at the rates described below:
 - i. 1-3 years continuous service: 3.693 hours biweekly or 96 hours annually
 - ii. 4-8 years continuous service: 5.539 hours biweekly or 144 hours annually
 - iii. 9+ years continuous service: 7.385 hours biweekly or 192 hours annually

2. Maximum Vacation Accrual: Vacation hours shall be “capped” to a maximum vacation accrual level of 240 hours. Once the maximum vacation accrual is reached, no additional accruals will take place and the employee will cease to have additional vacation credited. Once the employee takes vacation that reduces his or her accrued vacation below the maximum accrual level, additional accruals will again take place up to the maximum vacation accrual limits.

3. Mandatory Use of Vacation: While every reasonable effort will be made to accommodate employee requests for vacation time off, the needs of the City shall take precedence. Nothing in this section shall preclude the City Manager, or his/her designated representative, from requiring mandatory vacation up to 126 hours annually during periods that better serve the operations of the City and reduce accrued vacation time.

The City Manager, or his/her designated representative, shall have discretion to allow for an extension of time to use accrued vacation leave.

4. **Vacation Buyout:** At the sole discretion of the City Manager, or his/her designated representative, and upon the request of the employee, the City Manager may approve payment of up to a maximum of eighty (80) hours of vacation time. The City Manager, or his/her designated representative, may only approve one (1) vacation buyout per employee in any twelve (12) month period. The City Manager may only approve vacation buyout if the employee has eighty (80) hours of vacation time remaining after the buyout is complete. Such vacation buyout shall be made by separate payroll check subject to usual deductions. The City will make every reasonable effort to assure employees can take appropriate vacation leave.

F. Administrative Leave

Department Heads shall be entitled to take five (5) days of administrative leave each fiscal year all of which will be made available immediately upon hire and available for use at any time. Unused administrative leave will not carry over to the next year.

Department heads include City Manager, Finance Manager, Chief of Police, Fire Chief, Public Works Superintendent, and Building Official.

G. Holiday Leave

The City observes the following standard holidays and provides all regular full-time and probationary employees time off with pay at their normal base rate unless otherwise provided in this policy.

- A. New Year's Day – January 1st
- B. Martin Luther King Jr. Day
- C. Presidents Day
- D. Memorial Day – Last Monday in May
- E. Independence Day – July 4th
- F. Labor Day – First Monday in September
- G. Veteran's Day – November 11th
- H. Thanksgiving Day
- I. Friday after Thanksgiving
- J. Christmas Eve – December 24th
- K. Christmas Day – December 25th

All holidays shall be paid at eight (8) hours regardless of the employee's normal work schedule and shall be paid at the straight hourly rate at the end of each pay period.

Fire Protection Personnel may select annually to receive holiday compensation in one of two methods. Such selection shall be solicited on a form distributed to each eligible employee on or about June 1 of a given year with the option selected to be implemented by July 1 of that year for the succeeding twelve (12) calendar months through June 30 of the following year.

1. Each employee shall be credited with eight hours of paid holiday leave at the beginning of each month (for a total of eleven (11) paid holidays per calendar year. Unused holiday hours shall be paid at the straight hourly rate at the end of each pay period. Employees may opt to carry eight (8) hours holiday into the next pay period providing there is never more than sixteen (16) hours holiday in any one pay period.
2. Employees will be credited with eighty-eight (88) hours holiday leave on July 1, to be used by June 30 of the following year. Any holiday leave that is still on the books after June 30 shall be forfeited. Any employee who leaves city employment or accepts employment in a different city classification shall be required to pay back to the city a prorated amount of holiday time used in excess of eight hours per month from July 1 of that year to the date the employee separates.

For those employees who are regularly scheduled to work a Monday through Friday schedule, whenever any of the observed holidays fall on a Sunday, the holiday shall be observed by the City on the following Monday. Whenever any of the holidays fall on a Saturday, the holiday shall be observed the preceding Friday. When December 24th falls on a Friday, it shall be observed on the preceding Thursday. When December 24th falls on a Sunday, it shall be observed the preceding Friday.

Notwithstanding the foregoing, for those employees who are regularly scheduled to work other than Monday through Friday, whenever any of the above listed holidays fall on a Saturday or Sunday, and that day is an employee's regular work day, the holiday shall be observed on the day before an employee's first regular day off. Whenever a holiday falls on such employee's second regular day off, the holiday shall be observed the day after that employee's second regular day off.

Holidays that fall on an employee's vacation are not to be counted as vacation days.

Holiday pay shall be granted to full-time and probationary employees who are in a paid status on the date of the holiday, including paid floating holidays. Employees on a leave of absence without pay on the date of the holiday shall not be granted the holiday. Part-time employees are not eligible for compensation for holidays unless they work on a scheduled holiday.

H. Floating Holidays

Each employee shall have two (2) paid floating holidays each calendar year for use during the year. The paid floating holidays shall be credited to the employee on January 1 of each

year. The date of use shall be selected by the employee and require the prior approval of the City Manager or his/her designated representative.

Requests for a floating holiday by the employee shall be as far in advance as possible, but at least fourteen (14) days prior to the date of intended use, except in cases of emergency or special circumstances which would require the immediate consideration of the City Manager. Approval of floating holiday requests cannot be guaranteed.

I. Sick Leave

Sick leave is a benefit that provides all eligible City employees paid leave for absences needed for the diagnosis, care (including preventative care), or treatment of an existing health condition of an employee and the employee's family.

A family member includes the employee's child, parent, spouse, domestic partner, grandparent, grandchild, sibling, or designated person. A designated person is a person identified by the employee at the time the employee requests sick leave. The City limits an employee to one designated person per 12-month period.

Sick leave may also be taken by employees who are victims of domestic violence, sexual assault or stalking for treatment, assistance, and other purposes authorized by state law. Sick leave may also be used to cover the unpaid portion of bereavement leave or reproductive loss leave as provided by state law.

Evidence substantiating any improper use of sick leave, use of such leave for anything other than a bona fide reason, or any violation of the rules herein shall be considered grounds for disciplinary action, up to and including termination. Patterns of abusing sick leave include consistent periods of sick leave usage, such as: before and/or after weekends, any one specific day, continued pattern of maintain zero or near zero sick leave balances, and excessive use of more sick leave than accrued or granted.

Employees must notify their supervisor by telephone within the first half hour of normal reporting time, or earlier, if possible each sick day.

Regular full-time employees will accrue at a rate of 3.078 hours per biweekly pay period or 80 hours per year. Sick leave shall accrue on all paid leave without limit during employment with the City (includes paid holidays, jury duty, bereavement, and compensatory time off hours).

Part-time employee pay will be prorated for hours over nineteen per week. Part-time employees working less than nineteen hours per week will be credited with twenty-four hours annually.

Fire employees shall accrue sick leave at the rate of 3.692 hours per biweekly pay period or ninety-six (96) hours annually. Paid sick leave hours will not accrue during Industrial Accident Leave, Short-Term/Long-Term disability of any non-paid leave of absence.

Sick leave hours shall be “capped” at the maximum sick leave accrual levels of 960 hours. Once the maximum sick leave accrual level is reached, no additional accruals will take place and the employee will cease to have additional sick leave credited. Once the employee is authorized the use of sick leave that reduces his or her accrued sick leave below the maximum accrual level, accruals will continue again up to the maximum limits.

An employee may be disciplined for excessive unexcused absenteeism or which affects the employee’s ability to perform assigned duties, interferes with the efficient or effective operation of City programs, or establishes a pattern of abuse or neglect.

In the event an employee has no accrued sick leave, compensatory time off, or vacation leave, and is still unable to return to work, the employee may request an unpaid leave of absence.

If a holiday which an employee is entitled to have off with pay occurs on a workday during the time an employee is absent on sick leave, the employee shall receive pay for the holiday as such and it shall not be counted as a day of sick leave.

At the employee’s discretion, credit for unused sick leave may be converted to additional service credit per the terms of Government Code section 20965.

J. Leave Without Pay

An employee who has a need to be absent from work, and who is not eligible for leave with pay, may request to be placed on leave without pay. Leave without pay may be granted by the City Manager. Leave without pay in excess of one week shall require the approval of the Department Head and City Manager.

Employees on leave without pay shall receive no compensation and shall accrue no compensatory time off, vacation leave, administrative leave, or sick leave while on such leave. Any employee requesting leave without pay shall utilize all of his/her accrued compensatory time off, vacation leave, administrative leave, and sick leave prior to the start of leave without pay.

A leave of absence without pay of 30 days or more shall result in suspension of contributions to retirement, life insurance, medical, dental, and other designated benefit plans until the employee is reinstated.

K. Bereavement Leave

Employees requesting bereavement leave shall, in writing, notify the Department Head of time of absence and expected date of return to work. Regular employees shall be entitled to a paid leave not to exceed five days for each non-concurrent death in the immediate family.

The five days of bereavement leave do not have to be consecutive, but the leave must be completed within three months of the date of death of the family member. The City may request documentation of the death of the family member be provided within 30 days of the date the leave is to begin, which can be in the form of a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

For the purpose of this policy, immediate family refers to:

- | | |
|------------------------|---|
| 1. Parents; | 8. Grandchildren; |
| 2. Spouses; | 9. Great Grandchildren; |
| 3. Siblings; | 10. In-Laws; or |
| 4. Children; | 11. Any person residing in the employee's |
| 5. Grandparents; | home |
| 6. Great Grandparents; | |
| 7. Domestic Partners; | |

An employee may, with supervisor approval, use any available vacation leave or CTO for additional time off as necessary.

L. Reproductive Loss Leave

Employees who have been employed for at least 30 days are eligible to take up to five (5) unpaid days off for a reproductive loss. Reproductive loss is defined as a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction experienced by the employee, the employee's spouse or the employee's domestic partner.

Reproductive loss leave may be taken intermittently but must be completed within 3-months of the loss event. However, if the employee, prior to or immediately following a reproductive loss event, chooses to take or is already taking leave pursuant to FMLA/CFRA, Pregnancy Disability Leave, or other leave entitlement under state or federal law, then reproductive loss leave must be completed within 3 months of the end of the other leave.

Reproductive loss leave is unpaid, but employees may use sick leave or other paid leave for the unpaid portion.

If an employee experiences more than one reproductive loss event within a 12-month period, the City is not obligated to grant a total amount of reproductive loss leave time in excess of 20 days within a 12-month period.

M. Family Medical Leave Act and California Family Rights Act

The City provides leave according to the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA), which provides unpaid, job-protected leave to covered employees in certain circumstances. Note that certain leave benefits vary depending on whether

the employee is eligible under the FMLA or CFRA as described below and may also affect an individual employee's right to a particular leave. Accordingly, the policy below generally describes the leaves available under these laws, but should not be construed as promising that specific provisions will apply in any given case. Employees should contact the Personnel Officer for specific details.

Employees can request a leave without pay for twelve workweeks for the following reasons under the Family Medical Leave Act, FMLA, California Family Rights Act, CFRA, policy:

1. The birth and care of the newborn child of the employee within 1 year of birth;
2. Placement with the employee of a child for adoption or foster care and to care for the newly placed child within 1 year of placement;
3. To care for an immediate family member with a serious health condition; or
4. When the employee is unable to work because of a serious health condition
5. Up to 26 workweeks per year for care of an ill or injured service member (qualifying exigency). The year begins on the first day of leave.

A "family member" under the FMLA is the employee's spouse, child, or parent. Under the CFRA, a family member also includes the employee's grandparent, grandchild, parent-in-law, sibling, registered domestic partner, or designated person. A "designated person" is any individual related by blood or whose association with the employee is the equivalent of a family relationship. The City limits employees to one designated person every 12 months.

To the extent permitted by law, FMLA leaves runs concurrently with, and is not in addition to, the leave entitlements provided by CFRA leave. CFRA may be added onto pregnancy disability leave. At the end of an employee's period(s) of pregnancy disability leave, a CFRA eligible employee may request a CFRA leave of up to 12 workweeks for reason of birth of her child if the child has been born by this date. There is no requirement that either the employee or child have a serious health condition nor is there a requirement that the employee no longer be disabled by her pregnancy, childbirth, or related medical condition before taking CFRA leave for reason of birth of her child.

An employee must give advance notice if he/she wants to take a CFRA leave. An employee shall provide at least verbal notice sufficient to make the employer aware the employee needs CFRA qualifying leave. The notice shall state the reason for the leave and its anticipated timing and duration. An employer may require 30 days advance notice before CFRA leave is to begin if the need for the leave is foreseeable. If 30 days is not feasible due to unforeseeable circumstances, notice must be given as soon as possible. Under all circumstances, it is the employer's responsibility to designate leave, paid or unpaid, as CFRA leave. In addition, the employer shall respond to a leave request as soon as possible but no later than ten calendar days after receiving the request.

Only eligible employees are entitled to take FMLA/CFRA leave. An eligible employee is one who:

1. Works for the City of Ione, or a covered agency;
2. Has worked for the employer for at least 12 months;
3. Has at least 1,250 hours of service for the employer during the 12 month period immediately preceding the leave; and
4. Works at a location where the employer has at least 50 employees within 75 miles (5 employees for CFRA)

The 12 months of employment do not have to be consecutive. That means any time previously worked for the same employer could, in most cases, be used to meet the 12-month requirement.

When an employee requests FMLA leave due to his or her own serious health condition, the employer may require certification in support of the leave from a health care provider. An employer may also require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition.

During an employee's leave, the City will continue to pay for the employee's participation in the City's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If paid leave is substituted for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the City for the payment of such premiums. If the employee fails to pay his or her share of the premiums during leave, or if the employee fails to return from the leave without a qualifying reason, the City may recover any health plan premiums paid by the City on the employee's behalf during the leave.

When the leave is for the employee's own serious health condition, the City requires employees to provide medical certification that they are released to return to work and able to do so. The City may delay restoring the employee to employment without such certification.

Employees timely returning from a leave under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law. An employee has no greater right to reinstatement than if they had been continuously employed rather than on leave. The City will comply with all applicable laws pertaining to reinstatement of employees, including where required, the reasonable accommodation of employees who have been on an approved leave.

N. Pregnancy Disability Rights

Leaves of Absence and Transfers. Any employee who is disabled on account of pregnancy, childbirth, or related conditions may take a pregnancy-related disability leave for the period of actual disability of up to four months, in addition to any family care or medical leave to which the employee may be entitled under the FMLA/CFRA. Pregnancy-related disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

Moreover, an employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she so requests and provides the City with medical certification from her health care provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

Substitution of Paid Leave during Pregnancy-Related Disability Leave. An employee taking pregnancy-related disability leave must substitute any available sick pay for her leave and may, at her option, substitute any accrued annual leave time for her leave. The substitution of paid leave for pregnancy-related disability leave does not extend the total duration of the leave to which an employee is entitled.

Leave's Effect on Benefits. If an employee is taking a Pregnancy- Related Disability leave, employer will maintain and pay for employee's health coverage under a group health plan for the duration of her leave up to a maximum of four months over the course of a 12-month period commencing on the date the Pregnancy-Related Disability leave begins at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. The City reserves the right to recover from employee the premiums the City paid to continue employee's benefits pursuant to this subsection if the employee fails to return from leave after the period of leave to which the employee is entitled has expired so long as the failure to return is not caused by the employee taking leave under the Moore-Brown-Roberti Family Rights Act or caused by the continuation, recurrence, or onset of a health condition that entitles the employee to Pregnancy-Related Disability leave or other circumstance that is beyond the control of the employee.

Return to Work Certification. Consistent with the City's practice for other employees returning from a disability leave for reasons other than pregnancy, the City requires that an employee returning from Pregnancy-Related Disability Leave provide a release to return to work from her healthcare provider stating she is able to resume her original job or duties.

Reinstatement. Employees returning from Pregnancy-Related Disability Leave generally are entitled to be reinstated in the same position, subject to certain conditions, and consistent with applicable law.

O. Lactation Accommodation

As provided by law, any employee who is nursing an infant child is entitled to a reasonable break each time she needs to express her breast milk at a place other than a bathroom that is close proximity to the employee's work area, shielded from view, and free from intrusion. As such, an employee has the right to request lactation accommodation. This request may be made to the employee's immediate supervisor or another member of management. The City will respond to that request. If the City cannot provide break time or a location that complies with lactation accommodation as required under section 1034(d) of the Labor Code, it shall provide a written response to the employee.

The City will provide a lactation location that:

- Is safe, clean, and free of hazardous materials, as defined in section 6382 of the Labor Code;
- Contains a surface to place a breast pump and personal items;
- Contains a place to sit; and
- Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

The frequency and duration of such breaks may vary by employee. Lactation breaks are unpaid when the employee is completely relieved of her duties.

The City will provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace. If the City cannot provide a refrigerator, it will provide another cooling device suitable for storing milk, such as an employer-provided cooler.

An employee may file a complaint with the Labor Commissioner for any violation of a right under the laws regarding lactation accommodation under sections 1030 to 1034 of the Labor Code.

P. Other Leaves of Absence

The City grants eligible employees with other leaves of absences provided by applicable law. Unless expressly stated, employees will not be paid during such leaves of absence. Employees wishing to take a leave of absence for one of these reasons should refer to the procedures below or contact the Personnel Officer.

1. *Military Service Leave of Absence.* The City will grant employees a military leave of absence to the extent required by applicable federal and state law.
2. *Military Spouse Leave.* At any time in which the City employs 25 or more employees, Qualifying California employees will be given up to 10 days leave during that time in which the employee's spouse or legally registered domestic partner is on leave from deployment in a combat

zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued time, the employee must request time off without pay.

Qualifying employees are employees who work an average of 20-hours per week and have a spouse or legally registered domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide the City with a written request for such leave within two (2) business days of receiving official notice that the military spouse or legally registered domestic partner will be on leave from deployment. The employee must also provide written documentation to the City certifying that the military member will be on military leave from deployment.

3. *Jury and Witness Duty.* The City will provide employees with time off to serve, as required by law, on a jury or grand jury. The City will also provide employees with time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or court order.

Exempt employees who work any portion of a workweek in which they also serve on jury duty or appear as a witness will receive their full salary for that workweek. Employees are required to provide reasonable advance notice of the need for jury/witness leave and are to provide proof of service to the Personnel Officer. Employees are expected to report to work each day or portion of a day that they are not performing jury/witness duty.

4. *Leave for Educational/Daycare Purposes.* At any time in which the City employs 25 or more persons, employees will be granted time off without pay for up to 40-hours per calendar year, but no more than eight (8) hours in any calendar month, to participate in the activities of schools or licensed child daycare facilities attended by their children. Employees may substitute accrued vacation, administrative leave, floating holiday hours, or compensatory time off for purposes of a planned absence under this section.

Employees wishing to take time off under this Section must provide their supervisors with reasonable notice of the planned absence. If both parents of a child are employed by City at the same worksite, the request for time off under this Section will be granted to the first parent to

provide notice of the need for time off. The request from the second parent will be accommodated if possible.

The City reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee participated in school or daycare activities on the specific date and at a particular time. Failure to provide written verification is grounds for disciplinary action.

5. *Volunteer Firefighter, Reserve Peace Officer, Emergency Rescue Personnel.* Nonexempt employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If the City employs 50 or more persons, Employees who are volunteer firefighters, reserve peace officer, or emergency reserve personnel also are eligible for unpaid leave of up to 14-days per calendar year for training.

Exempt employees who work any portion of a workweek in which they also perform such emergency duties or training will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay. Exempt and non-exempt employees may substitute accrued time, with the exception of sick leave, for any unpaid portion of leave to perform such emergency duties or training.

6. *Voting Time Off.* Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two (2) hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most available time for voting and the least time off work.
7. *Leave Related to Domestic Violence, Sexual Assault, Stalking and Other Crimes.* The City will provide time off to an employee who has been the victim of domestic violence, sexual assault, stalking, a crime involving physical injury, or because a covered family member is deceased due to crime, in order for the employee to seek any relief to help ensure the health, safety, or welfare of the victim or their child, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief.

Further, at any time that the City employs 25 or more persons, this leave includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs.

The City requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15-days of the absence, provide the City with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor.

Employees eligible for paid sick leave benefits under California law may take any such available paid time off, consistent with such law, for the purposes set forth in this Section. For more information, please see the “Sick Leave” policy. In the event paid sick leave benefits are not available, employees taking leave under this Section may elect to apply accrued and unused vacation to such time.

Also, the City will provide a reasonable accommodation for an employee who is a victim of domestic violence, sexual assault, or stalking, and who has disclosed that status to the City, if the employee requests an accommodation for his or her safety while at work. Such accommodations may include a transfer, reassignment, modified schedule, changed work telephone or workstation, installed lock, assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, or stalking, or referral to a victim assistance organization. The City will engage, in good faith, in a timely and interactive process with the employee to determine an effective reasonable accommodation, and the City may request that the employee provide (i) a written statement, signed by the employee or someone acting on his or her behalf, certifying that the accommodation is for the purpose stated above, and (ii) a certification demonstrating the employee’s status as a victim of domestic violence, sexual assault, or stalking. Every 6 months after the date of the previous certification, the City may request recertification of such status. The City will maintain certifications as confidential if it identifies the employee as a victim of domestic violence, sexual assault, or stalking, and will disclose such information only as required by law, or as necessary to protect the employee’s workplace safety. The City will notify the employee before such disclosure.

The City prohibits discrimination, discharge, or retaliation against an employee for taking time off or requesting an accommodation under this policy, or based on the employee’s status as a victim of domestic violence, sexual assault, and/or stalking.

8. *Crime Victims’ Leave.* The City will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a legally

registered domestic partner of a victim, or the child of a legally registered domestic partner of a victim. The City requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide the City with a copy of the notice within a reasonable time.

9. *Leave for Organ and Bone Marrow Donation.* At any time where the City employs 15 or more persons, employees may be eligible for the following paid leaves of absence.
- A leave of absence of up to five days in any one-year period for the purpose of donating the employee's bone marrow to another person.
 - A leave of absence of up to 30-days in any one-year period for the purpose of the employee donating their organ to another person.

A leave of absence for the purpose of organ or bone marrow donation will be provided with pay, however, if an employee has earned and unused sick or vacation time available, the employee is required to first use up to five days of paid sick or vacation time for a bone marrow donation and up to two weeks of sick or vacation time for organ donation. In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to the Personnel Officer that they are an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, administrative leave, floating holiday hours, or seniority. During any leave taken under this policy, the City will maintain and pay for coverage under any group health plan, for the full duration of this leave.

Leave provided under this policy may be taken in one or more periods. Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

Upon expiration of a leave of absence authorized by this policy, the City will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. The City

may decline to restore an employee because of reasons unrelated to the exercise of rights under this policy by the employee.

Q. Retiree Medical Insurance

1. Employees Hired Prior to July 1, 2019: For covered employees hired on or prior to July 1, 2019, who retire from active City service after five or more years of full-time service with the City of Ione; the retiree medical premium will be paid as follows:
 - a. The City will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;
 - b. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and
 - c. The City will reimburse the retiree up to \$1,400 for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the City directly to CalPERS.

At the time of the death of the Retiree, the City shall continue to pay a percentage of the cost of any spousal supplemental or spousal medical premium dependent upon the years of service credited to the Retiree with the City of Ione:

0-5 years of service – No spousal medical premium

5 years plus one day to 10 years of service – 50% of the cost

10 years plus one day to 15 years of service – 75% of the cost

15 years plus one day to 20 years of service – 100% of the cost

2. Employees Hired on or After July 1, 2019: For covered employees hired on or after July 1, 2019, who retire from active City service after five or more years of full-time service with the City of Ione; the retiree medical premium will be paid as follows:
 - a. The City will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and
 - b. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

The City shall not pay the cost of any spousal supplemental or spousal medical premium and the benefit to the retiree shall cease upon the retiree's death.

3. **Legal Requirements of Affordable Care Act:** If, during the term of this Agreement, the legal requirements of the Affordable Care Act have an impact on City rights and obligations regarding health benefits of City employees, the City and the Employees agree to reopen the section for Employee Benefits, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the City and the Employees, the scope of the meet and confer discussion under this section will be limited to the parties' rights and obligations set forth in the Employee Benefits section of this Handbook.

R. Compliance with CalPERS Regulations

The City agrees to continue to provide retirement benefits in accordance with applicable laws, regulations and administrative procedures promulgated by the State of California and the California Public Employees Retirement System (CalPERS). Modifications to employee retirement benefits shall be made as the result of the adoption by the State of California of the Public Employee's Pension Reform Act (PEPRA – Government Code section 7522 et seq.) which shall include, among other things, higher employee contribution rates, lower employee retirement benefit formulas, and limits on eligible income subject to retirement.

S. Pension Plans for Current Employees

Employees hired by the City November 12, 2010 shall be assigned the appropriate pension plan based on CalPERS regulations, plan and benefit options adopted by resolution of the City Council and the employee's date of employment with the City. The pension plan formula of benefits and employee eligibility shall be as follows:

- **First Level (Tier 1):** Employees hired by the City on or before November 12, 2010: All employees hired prior to November 12, 2010 are eligible for PERS 2.5% at 55 retirement plan for all regular full-time and part-time employees. Employees will pay the full 8% of the employee's portion of the PERS retirement contribution.
- **PEPRA New Members:** Employees hired by the City on or after January 1, 2013 who are not "Classic Members." All employees hired after January 1, 2013 are eligible for PERS 2.0% at 62 retirement plan for all regular full-time and part-time employees. The employee will pay their portion of the PERS retirement premiums through Payroll.
- **Part-Time Employee Retirement:** Part-time employees who exceed 1,000 hours in a fiscal year shall have PERS retirement benefits as per PERS regulations.

T. Pension Plan Cost Sharing

The City agrees to pay its full share of "employer contributions" and the employee agrees to pay his or her full share of the "employee contribution" of qualifying wages. As a result of PEPRA the mandatory member contribution for employees hired by the City on or after January 1, 2013 is determined in accordance with the formula established under PEPRA. The mandatory

contribution for PEPRAs “new members” shall be equal to the greater of 50% of the total normal costs attributable to the 2.7% per year at age 57 benefit plan, as determined by CalPERS, or the current contribution rate of similarly situated employees.

Pursuant to Government Code Section 7522.30, the new employees shall pay at least fifty percent (50%) of the “normal costs” of the CalPERS Retirement Program and the City shall not pay any of the required employee contribution. The “normal cost rate” shall mean the annual actuarially determined normal cost for the defined benefit plan of the City expressed as a percentage of payroll. The current rates for “Classic” or “PEPRA” Safety/Fire/General employees are available from the Finance Manager.

In the event the “employee contribution” rate is increased by the State of California or by administrative action by CalPERS, the employee will contribute at the new higher rate on the effective date of any such action.

V. SAFETY ON THE JOB

The safety and well-being of our employees is very important, and in order to promote a safe and healthy work environment, the City works to identify and eliminate employee exposures to avoidable hazards and conditions that can lead to injury or illness. City departments have Injury and Illness Prevention Programs that comply with federal and state regulations, laws, and statutes in order to help maintain a safe and healthful work environment.

Safety is every City employee’s responsibility. All employees are required to remain alert and to correct hazardous conditions and unsafe acts – if it is safe to do so – and to report unsafe conditions to their supervisors.

A. On-the-Job Injury and Workers’ Compensation

All City employees are covered by State Workers’ Compensation laws. If you are injured at work or because of your work, you must report the injury or illness to your immediate supervisor as soon as possible, and no later than the end of your scheduled work shift. Prompt reporting ensures that you will receive adequate medical attention for your injury or illness and that other applicable benefits are not delayed.

Your immediate supervisor must be notified of any work-related incident as soon as possible. He or she will be responsible for following through on further reporting requirements. The supervisor or personnel officer is required to provide you with an Employee’s Claim for Workers’ Compensation Benefits Form within 24 hours of your report of any work-related injury or illness. Please complete the form and return it immediately to your supervisor. Your supervisor or personnel office will provide you with a copy of the complete form.

California law requires an employer to report within 5 days every industrial injury or occupational disease which: (a) results in lost time beyond the day of injury, or (b) requires medical treatment other than first aid.

In case of severe traumatic injury requiring immediate medical assistance, call Emergency Services (911) and notify your supervisor as soon as possible.

B. Temporary Disability Benefits

Temporary disability benefits for work related injury or illness are paid in accordance with schedules set by State law. These benefits are generally less than your full salary. During the period of temporary disability, you may supplement your worker's compensation benefits with accrued sick pay, up to the amount of your full salary. Upon your return to work, you will re-accrue the sick pay you used at an accelerated rate.

VI. WORKPLACE VIOLENCE PROHIBITED

A. Policy Prohibiting Employee Violence in the Workplace

The City is committed to maintaining a workplace free from violence and threats of violence, and will not tolerate any acts or threats of violence in the workplace. Any act or threat of violence in the workplace is strictly prohibited and should be reported immediately.

"Violence" includes both acts and threats of violence. For example, violence includes any conduct, verbal or physical, which causes another to reasonably fear for his or her own personal safety or that of his or her family, friends, associates, or property.

Employees are also prohibited from possessing, storing, or having control of any weapon on the job, except when required by the City department in the performance of the employee's official duties. Weapons include, but are not limited to, firearms, knives, or weapons defined in the California Penal Code Section 12020.

Failure to comply with these policies may result in employee discipline up to and including termination as well as criminal prosecution.

B. Reporting and Responding to Workplace Violence

All employees are responsible for reporting any acts of intimidation, threats of violence, or acts of violence to their supervisor, manager, or personnel officer. Supervisors and managers are responsible for documenting and reporting all observed or reported incidents of workplace violence.

VII. RULES YOU NEED TO KNOW

A. Accommodation of Disabilities

Consistent with the City's core value of providing equal opportunities for all, the City will make reasonable efforts to accommodate qualifying disabilities in employment, in participation in City government, and in the provision of City services in the manner required by the Americans with Disabilities Act (ADA) and other state and federal laws. A qualified applicant or employee with a disability has the right to request that the City make reasonable accommodations to allow the person to apply for a position, to effectively perform the essential functions of a position, or to enjoy equal benefits and privileges of employment with the City. You may request a reasonable accommodation at any time, and may request additional reasonable accommodations if your needs change.

B. Conflicts of Interest

A public employee may not use public assets or public office for personal gain. All City employees are covered by certain City conflict of interest policies, and also by state statutes and common law rules. The consequences of actions prohibited under the conflict of interest prohibitions can range from invalidation of important City contracts to monetary fines or criminal penalties against the person with the conflict.

It is your responsibility to recognize conflicts of interest you might have. No one can anticipate every situation that might constitute a conflict of interest, and there are a number of special exceptions that may apply, but some of the key ethical points are:

- Do not participate in making, or using your official position to influence, any contract, decision, application, or proceeding when it is reasonably foreseeable that the decision could have a material effect on your financial interests (or other strong personal interest).
- Aside from your City wages and benefits, do not accept any compensation, reward, or gift (or the promise of future compensation, reward, or gift) from any source where it appears to be in exchange for your service, advice, assistance, or other influence over the City's governmental processes.
- Do not disclose privileged or confidential information, particularly to enhance your financial interests or the financial interests of others.

C. Disaster Service Assignments

All City employees are designated Disaster Service Workers under state and local law. If an authorized City official proclaims a local emergency due to actual or threatened disaster such as earthquake, fire, etc., City employees, as Disaster Service Workers, may be required to provide services during the emergency and subsequent period of assessment and recovery.

Simply put, being a Disaster Service Worker means that any time a catastrophic event— natural or manmade—places life or property in jeopardy, you could be assigned to any disaster service activity that promotes the protection of public health and safety. Your assignment might require you to serve at a location, at times and/or under conditions that significantly differ from your

normal work assignment. As a Disaster Service Worker, however, you have an absolute obligation to serve the public in a time of need in whatever role you are directed to perform by a superior or by law.

Catastrophic Event While on Duty: Should a catastrophic event occur while you are on duty, report immediately to your supervisor or designated areas for assignment.

Catastrophic Event While Off Duty: Should a catastrophic event occur while you are off duty, you should ensure the safety of your family and follow your department's instructions. In the event that phone lines are down, you are required to listen to the radio for any reporting instructions.

D. Employee Theft

Theft from the public violates an important trust. It is the City policy that employees will be dismissed for theft from the City, or for theft from others involving the abuse of the employee's status as a City employee. Theft includes any willful appropriation of resources to which the employee is not entitled, including unearned salary or benefits. This is a zero-tolerance policy, and employees are informed that dismissal will be the discipline for any instance of theft.

E. Technology Use and Security

Access to the City's technology and systems, except for those devoted to public use, shall be authorized only for City employees and authorized contractors, department approved partners and software programs having a need for specific information in order to accomplish legitimate agency business related tasks. City technology and systems are not to be used for personal business. All such access to the City's technology and systems shall be documented by the responsible department.

The City provides various technology resources to employees to assist them in performing their job duties. Each employee has a responsibility to use the City's technology resources in a manner that increases productivity, enhances the City's public image, and is respectful of other employees, contractors, stakeholders, customers, passengers, and the general public. Failure to follow the City's policies regarding technology resources may lead to disciplinary measures, up to and including termination of employment. Moreover, the City reserves the right to advise appropriate legal authorities of any violation of law by an employee regarding the use of technology resources.

Technology Resources consist of all electronic media and storage devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; tablets; computer hardware such as disk drives, tape drives, external hard drives and flash/thumb drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet or cloud storage accounts; electronic mail; telephones; mobile phones; smartphones;

personal organizers and other handheld devices; voicemail systems; and instant messaging systems.

Access to the City's Technology Resources is within the sole discretion of the City. Generally, employees are given access to the City's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the City's Technology Resources are authorized to access and use the necessary technology. Additionally, employees must successfully complete any required training before they are authorized to access and use the City's Technology Resources.

The City's Technology Resources are to be used by employees only for the purpose of conducting City business. Employees may, however, use the City's Technology Resources for the following incidental personal uses as long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with City business, and does not violate any City policy:

- To use the telephone system for brief and necessary personal calls;
- To send and receive necessary and occasional personal communications;
- To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner; and
- To access the Internet and personal social media sites for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

City assumes no liability for loss, damage, destruction, alteration, receipt, transmission, disclosure, or misuse of any personal data or communications transmitted over or stored on the City's Technology Resources. City accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on any City property. City strongly discourages employees from storing any personal data on any of City's Technology Resources.

Improper Use of Technology Resources. Under no circumstances shall employees use City's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity (e.g., sexually explicit or racial messages, slurs, jokes, or cartoons). Further, employees shall not use Technology Resources to copy, retrieve, forward, or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference. Employees shall not use Technology Resources for any illegal purpose, violation of any City policy, in a manner contrary to the best interests of the City, in any way that discloses confidential or proprietary information of the City or third parties, or for personal or pecuniary gain.

Confidential Information. Confidential Information should not be accessed through the City's Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information transmitted via Technology Resources should be marked with an appropriate confidentiality legend/disclaimer. Employees should take all appropriate measures to safeguard the confidentiality and security of such information. Employees should avoid sending Confidential Information via the Internet, except when absolutely necessary. Employees should also verify electronic mail addresses before transmitting any messages containing confidential information.

City Access to Technology Resources. All messages sent and received, including personal messages, and all data and information stored on the City's Technology Resources (including on its electronic mail system, voicemail system, or computer systems) are City property regardless of the content. As such, the City reserves the right to access all of its Technology Resources including its computers, voicemail, and electronic mail systems, at any time, in its sole discretion. No employee, other than the City Manager, or designee has authority to waive, vary or amend the City's right to access its Technology Resources.

Thus, employees should understand that they have no reasonable expectation of privacy with respect to any messages or information created, collected, or maintained on the City's Technology Resources, including personal information or messages. The City may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. City may also monitor its Technology Resources at any time in order to confirm compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

F. Social Media

The City understands that social media can be a fun and rewarding way to share one's life and opinions with family, friends and co-workers around the world. The City respects the right of employees to use them as a medium of self-expression. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist employees in making responsible decisions about their use of social media, the City has established these guidelines for appropriate use of social media.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to an employee's own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

The same principles and guidelines found in the City's other policies in this handbook apply to employees' activities online. Ultimately, employees are solely responsible for what they post online. Before creating online content, employees should consider some of the risks and rewards

that are involved. Employee conduct that adversely affects job performance, the performance of fellow employees or otherwise adversely affects customers, suppliers, people who work on behalf of the City or the City's legitimate business interests may result in disciplinary action up to and including termination.

Know and follow the rules. Employees should carefully read these guidelines and the City's employment policies that address social media, including the Equal Employment Opportunity Policy, and the Policy Against Harassment, Discrimination, and Retaliation, and ensure their postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject employees to disciplinary action up to and including termination. Employees should not have an expectation of privacy with respect to information or communications that they post using the City's computers or networks. The City has the right to monitor all activity on its equipment and systems.

Exercise best judgment and discretion. Employees should always be fair to fellow employees and people who work on behalf of the City. Also, employees should keep in mind that they are more likely to resolve work-related complaints by speaking directly with co-workers or by utilizing any of the City's procedures for raising concerns or complaints. Nevertheless, if employees decide to post complaints or criticism, they should avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, national origin, sex, disability, religion or any other status protected by law or company policy. Employees are personally responsible for what they post, and the City will not assume any liability for those statements.

Be honest, accurate and transparent. Employees should strive to remain honest and accurate when posting information or news, and if they make a mistake, they should be open about it and correct it quickly. This includes being open about any previous posts they have altered. The Internet archives almost everything; therefore, even removed or deleted postings can be searched. Employees should never post any information or rumors that they know to be maliciously false about the City, fellow employees or people working on behalf of the City. When using social media, employees should comply with the site's terms of service, acceptable use policy and any other posted guidelines.

Post only appropriate and respectful content.

- Employees must maintain the privacy of the City's non-public, confidential information. Employees are prohibited from posting internal reports, memoranda, policies, procedures, work product or attorney-client privileged communications or other internal, proprietary communications.
- Employees should not create a link from their blog, website or other social networking site to the City's website without identifying themselves as a City employee. In addition,

they must use their best judgment and exercise discretion when linking to people on social media sites. Co-workers and members of the public may see employee connections and make judgments about them or their work.

- Employees must not violate copyright, trade secret, fair use, privacy, libel and defamation, federal securities and financial disclosure laws.
- Employees should express only their personal opinions. They should never represent themselves as a spokesperson for the City. Employees are not authorized to speak on behalf of the City unless given specific prior written approval from the City. If the City is a subject of the content employees are creating, employees should be clear and open about the fact that they are an employee and make it clear that their views do not represent those of the City, fellow employees or people working on behalf of the City. If employees do publish a blog or post online related to the work they do or subjects associated with the City, they should make it clear that they are not speaking on behalf of the City. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the City.”
- Employees should respect others in the online community. They should not use ethnic or racial slurs, or obscenity, and avoid personal attacks or threats

Using social media at work. Employees should refrain from using social media while on work time, unless it is work-related as authorized by their supervisor or consistent with the City’s policies. Also, employees may not use the City’s email addresses to register on social networks, blogs or other online tools utilized for personal use.

G. Whistleblower Policy

A “whistleblower” is a City employee who discloses information to the City (e.g., a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance), another government or law enforcement agency, or to a public body conducting an investigation, hearing, or inquiry, where the employee has reasonable cause to believe that the information discloses a violation of a local, state, or federal statute, a violation of or noncompliance with a local, state, or federal rule or regulation, or unsafe working conditions or work practices in City employment.

It is against City policy to:

1. Make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower.
2. Retaliate against an employee for disclosing information, or because there is a belief that the employee disclosed or may disclose information.

3. Retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.
4. Retaliate against an employee for having exercised his or her rights as a whistleblower in any former employment.
5. Retaliate against an employee because the employee is a family member of a person who has, or is perceived to have engaged in their rights protected by this section.

VIII. SEPARATION PROCEDURES

Before you leave your employment with the City, you must return all supplies, keys, identification cards, access cards, and all other City property. Any materials, files, documents, or other items collected or created by you in connection with your employment remains the property of the City. Near the time of your departure, you may be asked to meet with your Department Head to review separation procedures, ensure that all property has been returned and receive information about your health benefits.

A. Resignation

If you intend to resign, please provide your department with written notice at least ten working days before your planned departure.

B. Automatic Resignation

If you are absent from your job for any period of time without proper authorization, you may be subject to discipline. If you are absent without authorization for more than five consecutive working days, or if you fail to return from an approved leave, your absence will be deemed an “automatic resignation.” If you receive a notice of automatic resignation and wish to appeal the determination to the Civil Service Commission, you will have fifteen (15) days from the date on which the notice was mailed to do so.

C. Layoff

Budgetary or operational considerations sometimes may make it necessary to reorganize, reduce work hours, or lay off City employees. In most cases, layoffs occur within a job class in inverse order of seniority. If you receive a notice of layoff, please contact your Department Head or payroll office. In some cases, you may be eligible for temporary continuation of health benefits after a layoff.

D. Termination

The grounds and procedures for involuntary termination of employment may vary depending on whether you are an at-will employee. In most instances, at-will, probationary, temporary exempt,

and some provisional employees may be terminated for no reason or any reason not prohibited by law.

For permanent civil service employees, termination must be for cause. In those cases, employees for whom discharge is being considered will receive written notice of the grounds for discharge, the underlying basis, and the proposed discipline. The employee will have an opportunity to respond prior to the final decision.

Some offenses are so serious in nature that an employee may be placed on administrative leave pending investigation into the misconduct. Some offenses include, but are not limited to, conduct involving misappropriation of public funds, misuse or destruction of public property, mistreatment of persons, and acts which present an immediate danger to the public health and safety.

Employee Handbook Acknowledgment and Receipt

I have received my copy of the Employee Handbook. The employee handbook describes important information about the City of Ione, and I understand that I should consult with my supervisor or Human Resources regarding any questions not answered in the handbook. I have entered into my employment relationship with the City of Ione voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or the City of Ione can terminate the relationship at will, with or without cause, at any time, so long as there is not a violation of applicable state or federal law.

I understand and agree that, other than the City Manager, no manager, supervisor, or representative of the City of Ione has any authority to enter into any agreement for employment other than at will; only the City Manager has the authority to make any such agreement and then only in writing signed by the City Manager of the City of Ione upon approval by the City Council.

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral and written representations, or statements regarding the terms and conditions of employment with the City of Ione. By distributing this handbook, the City expressly revoked any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time by the City of Ione and the City, or its designated representative, reserves the right to change my hours, wages, and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the City Council of the City of Ione has the ability to adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at the City of Ione is employment at will, which may be terminated at the will of either the City of Ione or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's Signature

Employee's Name (Print)

Date



CITY OF IONE
IONE, CA 95640

Agenda Item #G5

DATE: MARCH 5, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: AMY GEDNEY, INTERIM CITY MANAGER

SUBJECT: IPOA SIDE LETTER AGREEMENT

RECOMMENDED ACTION:

Adopt Resolution 2024-.*.

FISCAL IMPACT:

The fiscal impacts are associated with the previous item.

BACKGROUND:

The City and the Ione Police Officers' Association, IPOA, have a current Memorandum of Understanding, MOU, that outlines the terms and conditions of employment. With the adoption of a Section 125 Plan, the terms of the current MOU that relate to insurance need to be updated.

DISCUSSION:

Staff has met and conferred with IPOA on the attached Side Letter Agreement, and they concur with the Side Letter Agreement. Staff is requesting authorization to sign the Side Letter Agreement. When staff meets with IPOA for negotiations, this can be incorporated into a new MOU.

ATTACHMENTS:

- A. Resolution 2024-**
- B. Side Letter Agreement

RESOLUTION NO. 2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE AUTHORIZING
THE INTERIM CITY MANAGER TO EXECUTE A SIDE LETTER AGREEMENT
WITH THE IONE POLICE OFFICERS' ASSOCIATION**

WHEREAS, the City and the Ione Police Officers' Association, IPOA currently have a Memorandum of Understanding, MOU, between both parties covering the periods of July 1, 2021 through June 30, 2024; and

WHEREAS, the City has adopted a Section 125 Plan for its employees; and

WHEREAS, the City and the IPOA has met and conferred regarding a Section 125 Plan, and

WHEREAS, both parties agree that a Section 125 Plan will be beneficial to both parties; and

WHEREAS, both parties agree to the Side Letter Agreement attached as Attachment A.

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby authorize the Interim City Manager to the Side Letter Agreement included as Attachment A with IPOA.

The foregoing resolution was duly introduced and adopted by the City Council of the City of Ione at their regular meeting held on March 19, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

Alison LaFayne, Mayor

Janice Traverso, City Clerk

SIDE LETTER AGREEMENT
BETWEEN
IONE POLICE OFFICERS' ASSOCIATION (IPOA)
AND THE
CITY OF IONE

WHEREAS, the City has adopted a Section 125 Cafeteria Plan for the benefit of its employees; and

WHEREAS, the Section 125 Cafeteria Plan will enable employees the ability to choose options related to health, medical, dental, vision, life insurance, and deferred compensation, among others, that more closely reflect their personal needs; and

WHEREAS, with the adoption of the Section 125 Cafeteria Plan, the City and POA together will review the City's annual contribution; and

WHEREAS, this Side Letter Agreement reflects that beginning January 1, 2024, the City will contribute \$20,500 per employee into the Section 125 Cafeteria Plan; and

WHEREAS, Sections 13 A and B and Section 14 of the current Memorandum of Understanding, MOU, between the City and IPOA reflect that the City will pay for health, dental, vision, and life insurance; and

WHEREAS, with the adoption of a Section 125 Cafeteria Plan, Section Sections 13 A and B and Section 14 of the MOU needs to be revised as it would be unnecessary for participation in a Section 125 Cafeteria Plan; and

WHEREAS, the IPOA would like to participate in the Section 125 Cafeteria Plan; and

NOW THEREFORE BE IT RESOLVED, with this Side Letter Agreement, both the City and IPOA agree and consent to engaging the IPOA in a Section 125 Cafeteria Plan and Sections 13 A and B and Section 14 are amended to reflect this Side Letter Agreement.

BE IT FURTHER RESOLVED, that this Agreement is hereby retroactive to January 1, 2024.

CITY OF IONE

IONE POLICE OFFICERS ASSOCIATION

By: _____
Amy Gedney, Interim City Manager

By: _____
Joseph Andriola, IPOA President

, IPOA Vice President



CITY OF IONE
IONE, CA 95640

Agenda Item #H1

DATE: MARCH 19, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: AMY GEDNEY, INTERIM CITY MANAGER

SUBJECT: WEST YOST TASK ORDERS

RECOMMENDED ACTION:

For information and staff direction.

BACKGROUND:

Over the last year, the City has been developing plans for both wastewater treatment plants. Our consultant, West Yost, has presented an overview of the plans and a path forward that would incorporate both ARSA and CDCR for discharge at the tertiary plant. At the February Wastewater Committee meeting, the path forward was presented, and the Committee recommended that we bring the path forward to the whole Council. Our consultant will be at your meeting to provide an overview.

DISCUSSION:

Staff concurs with the consultant's recommendation to continue with ongoing tasks including: as needed consultation, SCADA system improvements at the tertiary plant as well as ***.

This will however cause a change in direction regarding the previously planned use of ARPA funding. Should the Council direct staff to move forward, staff will return at your next meeting with a Budget Adjustment request and a Resolution too approve the Task Orders as identified by West Yost.

City of Lone

Wastewater Treatment Facilities Improvements Planning, Permitting, and Implementation Update

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 treated 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 its regional partners.

At the September 5, 2023 Council meeting, our wastewater consultant from West Yost Associates (West Yost) presented the recommended timeline for completing 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. At the November 7, 2023 Council meeting, West Yost provided an update to the City Council regarding several of the current tasks and it was recommended that the Council authorize two additional tasks for Fiscal Year 23/24 that were not identified at the September 2023 meeting.

This report provides an update on the status of all the tasks that have been initiated to date. These updates were discussed with the City's Wastewater Committee on February 8, 2024. The report also provides a summary and an updated timeline for all the tasks that have been identified for the City to support development and implementation of a long-term vision for the City's wastewater facilities. The task summary is provided below and is presented by fiscal year in which the efforts are expected to occur. **A summary timeline is provided as Attachment A.**

FISCAL YEAR 23/24 AND FISCAL YEAR 24/25

1. **As Needed Support:** In support of the City's ongoing efforts, West Yost has been facilitating meetings with our stakeholders, the Wastewater Committee, and the City Council. This work has been proceeding under an As Needed Services Task Order that was approved in July 2024. The available funds under this previous Task Order have been depleted and a new Task Order is needed to allow West Yost to continue its services related to overall coordination and meeting facilitation. Continuation of this role will be critical as the City moves towards integration of a new City Manager. **A Task Order for continued As Needed is included as Attachment B.**
2. **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. **Cross Connection Testing.** A key requirement of the Title 22 Report is completing testing to confirm that there is not a cross-connection between the recycled water system and the potable water system. This type of testing should be completed every four years and it has been more than 15 years since the City last did such testing. In conjunction with the cross-connection testing efforts, the City would like get support from the West Yost cross-connection team to document the connection into the recycled water system a small, irrigated area that currently receives potable water. Because of this, the cross-connection testing has been delayed to allow the City time to install the new irrigation facilities for this area. To date, installation of these new irrigation facilities has not been completed. At this time, it is recommended that the City move forward with the cross-connection testing in early April 2024 - before the initiation of the 2024 golf course irrigation season. With this approach, the City will need to complete activities related to connection of the new irrigation area at a later date.
- b. **Castle Oaks Water Reclamation Facility (COWRF) Instrumentation and Control Facilities.** The Title 22 Report must document that the instrumentation and control facilities at the COWRF and functioning in accordance with the Title 22 requirements. Some of the instrumentation and control equipment that was included in the original COWRF design is no longer functioning and/or has been removed. In September 2023, the City Council approved an amendment to the Title 22 Engineers Report to provide for completion of an instrumentation and control system evaluation needed to identify what facilities are needed to meet the Title 22 requirements. This evaluation identified recommended near-term (immediate) instrumentation and control equipment improvements and a longer-term Supervisory Control and Data Acquisition (SCADA) upgrade project. The near-term improvements should be completed before the initiation of the 2024 irrigation season and the City has recently received a quote from Telstar for completing these near-term instrumentation and control improvements. This work should proceed as quickly as possible. A plan for implementing the recommended long-term SCADA improvements is discussed later in this report and Council action related to this effort is being requested.
- c. **Tracer Study.** The chlorine contact tank dye tracer test will involve operating the COWRF at its maximum treatment capacity and using a dye tracer to measure the detention time in the tank. A critical first step related to this testing is completing and gaining Division of Drinking Water (DDW) approval of a Dye Tracer Protocol report. Based on discussions with DDW staff, the City will need to have completed the recommended near-term instrumentation and control improvements and have a plan and timeline in place for completing the long-term SCADA improvements in partnership with development and approval of the Tracer Study Protocol. With the recommended City Council actions today and completion of the near-term instrumentation and control project, the West Yost team will have the information needed to proceed with finalizing the Tracer Study Protocol. The next steps will involve working the DDW for its approval. Approval of the Tracer Study Protocol expected to occur within the next four to five months.

Due to the interruption that the tracer study 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 have requested that the chlorine contact tank dye tracer test be completed outside of the irrigation season. Therefore, it is expected that the tracer study itself will be completed in November 2024, following the 2024 irrigation season.

- d. **Overspray Study/Best Management Practices.** As part of the golf course mapping effort, it was determined that there is the potential for overspray from the golf course to adjacent properties. This issue will need to be addressed before the Title 22 Report can be completed. At the November 2023 City Council Meeting, the Council selected a Best Management Practices (BMP) Approach for addressing overspray. This approach involves completing an Overspray Study that involves turning on each sprinkler zone and confirming where overspray may be occurring. Following this effort, customized improvements for each area of concern can be developed. This approach also requires ongoing site management and monitoring, and the City will need to take a leadership role in this effort. **A Task Order for completing the Over Spray Study and for developing BMPs and City staff Training related to overspray management is included as Attachment C.**

The Overspray Study will be completed in parallel with the cross-connection study in early April. Development of the BMPs and staff training will occur over the following three-to-four-month period.

Once the efforts described above are complete, the Title 22 Report can be drafted. It is anticipated that it will take several months for DDW to approve the report. The Title 22 Report and associated tasks are expected to be approved by DDW by the end of FY 24/25.

2. **WWTP/COWRF Interconnect Project.** At the November 2024 meeting, the West Yost team presented some alternative approaches to the interconnect project that involve the City's regional partners. At the meeting, the Council directed the West Yost team to engage with the partners to discuss the project. Two stakeholder meetings were subsequently held, one on November 30, 2023 and one on January 30, 2024. Based on feedback received at these meetings and related discussions, it is recommended that the City put the interconnect pipeline project on hold unless and until a regional strategy for wastewater management can be developed. As discussed below, it is recommended that the ARPA funds that were intended to be used for this project be redirected toward development of the long-term SCADA improvements.
3. **COWRF SCADA Upgrade Project.** As noted above, West Yost completed an evaluation of the COWRF instrumentation and control system that identified a Near-Term Project that addresses the missing/non-functioning equipment and provides required DDW chlorination system controls and a Long-Term Project that provides a overall plant SCADA upgrade. This project will also address other improvements identified to increase operational control and flexibility. With the delay in the interconnect project discussed above and given the importance of a properly functioning instrumentation and control system at the COWRF, it is recommended that the City proceed with the long-term SCADA upgrade project immediately and that the City direct the available ARPA funds toward this effort. In parallel with this effort, the City should also complete an overall condition assessment of the COWRF to identify what other aging mechanical or electrical equipment will need to be replaced in the next 5 to 10 year period. This study will support the development of a defensible Capital Improvement Program for the COWRF, which will be a critical piece of developing a future regional recycled water program. **A Task Order for the design of the SCADA Upgrades and an associated Condition Assessment is provided as Attachment D.**

The SCADA upgrade and design work will need to begin immediately, such that the design can be completed by the end 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 SCADA 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.

4. **Pre-Treatment Requirements for COWRF Dischargers.** In November 2024, the City Council authorized a Task Order for development of a Sewer Use Ordinance (SUO) to provide the first steps toward implementation of a non-domestic waste control program. As part of this project, the West Yost team conferred with both City legal counsel and Central Valley Regional Water Quality Board staff regarding the City's ability to regulate discharges that originate outside of the City's boundary. Based on the information received, it has been determined that the City would not gain much benefit from adopting a SUO at this time. Therefore, it is recommended that this effort be put on hold.
5. **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. It is recommended that the City initiate the CDO rescission and reissuance process as quickly as possible once the permitting issues related to the COWRF have been resolved. It is currently anticipated that a request for approval of a Task Order for support related to rescission and reissuance of the WWTP CDO will be brought to the Board for consideration near the beginning of FY 24/25. The fee for this effort is expected to range between \$40,000 and \$50,000.
6. **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 2024. The fee for this effort is expected to range between \$25,000 and \$35,000.
7. **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.

Fiscal Year 25/26

1. **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.
2. **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. The fee for this effort is expected to range between \$40,000 and \$60,000.
3. **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 shortly following adoption of the CDO. The timing for the adoption process will be driving by the Regional Board. At this time, it is anticipated that these efforts will proceed sometime in the fourth quarter of 2025.

Fiscal Year 26/27

It is envisioned that the City would be focused on completing the Headworks/Influent Pump Station Project and completing the CDO evaluations in FY 26/27.

Fiscal Year 27/28

1. **Treatment Facilities Master Planning.** In parallel with completing the efforts described above, the City will continue discussions with its regional partners to gain an understanding of their long term needs and/or desires to continue partnering with the City. By FY 27/28 the City should be able to initiate a Facilities Master Planning effort that defines the long-term vision for the City's wastewater treatment operations.

Fiscal Year 28/29

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 28/29. This work will lay the foundation for the major facility improvements projects envisioned to begin in Fiscal Year 29/30.

Fiscal Year 29/30

1. **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 24/25 is not possible. If this occurs, the City will need to go through the permitting process twice.
2. **Treatment/Recycled Water Facilities Upgrade/Expansion Design.** By FY 29/30 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.

City of Ione Wastewater Facilities Master Schedule Summary													
Task	Fiscal Year												
	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	34/35	
Title 22 Report													
COWRF SCADA Upgrade													
Rescission and Reissuance of the WWTP CDO													
WWTP Permit Modifications													
WWTP Headworks and Influent Pump Station													
New COWRF Permit													
CDO Evaluations													
WWTP/COWRF Facilities Master Planning													
WWTP Permit Renewal													
Treatment/Recycled Water Facilities Design and Construction													



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March 8, 2024

SENT VIA: EMAIL

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

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

Dear Ms. Gedney:

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

SCOPE OF SERVICES

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

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

FEE ESTIMATE

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

Ms. Amy Gedney
March 8, 2024
Page 2

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

Sincerely,
WEST YOST



Kathryn Gies, PE
Project Manager
RCE #65022

cc:

Attachment(s): West Yost 2024 Billing Rate Schedule



Attachment A

West Yost 2024 Billing Rate Schedule

2024 Billing Rate Schedule

(Effective January 1, 2024, through December 31, 2024)*



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$355
Engineer/Scientist/Geologist Manager I / II	\$335 / \$351
Principal Engineer/Scientist/Geologist I / II	\$302 / \$322
Senior Engineer/Scientist/Geologist I / II	\$272 / \$286
Associate Engineer/Scientist/Geologist I / II	\$226 / \$243
Engineer/Scientist/Geologist I / II	\$176 / \$205
Engineering Aide	\$106
Field Monitoring Services	\$131
Administrative I / II / III / IV	\$97 / \$121 / \$145 / \$160
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$349 / \$351
Principal Tech Specialist I / II	\$320 / \$331
Senior Tech Specialist I / II	\$293 / \$306
Senior GIS Analyst	\$265
GIS Analyst	\$251
Technical Specialist I / II / III / IV	\$187 / \$213 / \$239 / \$267
Technical Analyst I / II	\$134 / \$160
Technical Analyst Intern	\$108
Cross-Connection Control Specialist I / II / III / IV	\$140 / \$151 / \$170 / \$189
CAD Manager	\$211
CAD Designer I / II	\$164 / \$185
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$338
Construction Manager I / II / III / IV	\$201 / \$215 / \$228 / \$289
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$181 / \$201 / \$224 / \$232
Apprentice Inspector	\$164
CM Administrative I / II	\$87 / \$118
Field Services	\$232

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the 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 services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be 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.

2024 Billing Rate Schedule

(Effective January 1, 2024, through December 31, 2024)*

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)	\$1.02 / 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
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / 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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March 11, 2024

SENT VIA: EMAIL

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

SUBJECT: Proposal for Coverage Test and Best Management Practices for Castle Oaks Golf Course

Dear Amy:

The purpose of this letter proposal is to provide City of Ione (City) with a proposed scope of services, budget and schedule to perform a coverage test and develop Best Management Practices (BMPs) for the Castle Oaks Golf Course (Golf Course) and streetscape along Castle Oaks Drive to maintain compliance with Title 22 regulations (Title 22).

SCOPE OF SERVICES

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

- Task 1. Coverage Test/Punch list
- Task 2. Irrigation BMPs Development
- Task 3. Coordination and Meetings

Task 1. Coverage Test/Punch list

West Yost's American Water Works Association certified Cross-Connection Control Specialist (Specialist) will perform a coverage test to evaluate potential recycled water overspray onto private properties. West Yost Specialist will schedule and coordinate with the golf course a site walkthrough and prepare a punch list of suggested improvements or modifications. Suggested improvements for overspray may include:

- Reduce spray patterns
- Reduce valve or head pressures
- Eliminate or relocate irrigation heads
- Employ wind sensors

West Yost Specialist will schedule and coordinate with the golf course a final walkthrough to visually observe completion of punch list items.

Task 2 Assumptions

- Golf Course will provide two staff familiar with the irrigation system to operate the irrigation system.
- Coverage test to be conducted on two (2) consecutive days and at the same time as the cross-connection test. If additional days are required due to golf course staff availability, West Yost will provide a revised budget prior to conducting additional inspections.
- The Golf Course will be responsible for implementing the suggested improvements.

Task 2 Deliverables

- West Yost will provide to the City a punch list of suggested improvements.
- West Yost will provide to the City a final inspection punch list signed by the West Yost Specialist.

Task 2 Schedule

- West Yost will provide the punch list within five (5) days of the coverage test.
- West Yost will provide the final signed punch list within one (1) week of the final inspection.

Task 2. Irrigation BMPs Development

West Yost will develop irrigation BMPs that the Golf Course should follow to maintain compliance with Title 22. The BMPs will consist of a list of irrigation practices when using recycled water, an inspection checklist for site inspections, a self-monitoring form, and a recycled water do's and don'ts. The BMPs will be incorporated into the appendix of the Title 22 report.

Task 1 Deliverables

- West Yost will provide electronically to the City a draft and final BMPs to Golf Course and the City

Task 1 Schedule

- Draft BMPs: within eight (8) weeks of notice to proceed.
- Final BMPs: within two (2) weeks of receipt of comments.

Task 3. Coordination and Meetings

West Yost anticipates meetings and coordination for scheduling, review, and status updates.

West Yost will attend the following meetings in person or virtual, if applicable:

- Task kick-off meeting via video conference call with the City and Golf Course
- Review Coverage test results and punch list items
- Review of Recommended BMPs
- Check-in meeting for punch list items

PROJECT BUDGET

West Yost's proposed level of effort and budget for each of the tasks described above is shown in Table 1. West Yost will perform the scope of services described above on a time-and-expenses basis, at the billing rates set forth in West Yost's attached 2024 Billing Rate Schedule, with a not-to-exceed budget of \$38,439.

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 Hours and Budget		
Task	Level of Effort, hours	Estimated Budget, dollars
Task 1. Irrigation BMP Development	64	15,748
Task 2. Coverage Test/Punch list	68	16,437
Task 3. Coordination and Meetings	22	6,254
Total Project Hours and Budget	154	\$38,439

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

Sincerely,
WEST YOST



Kathryn Gies, PE
Engineering Manager
RCE #65022

Attachment A: West Yost 2024 Billing Rate Schedule

Attachment A

West Yost's 2024 Billing Rate Schedule

2024 Billing Rate Schedule

(Effective January 1, 2024, through December 31, 2024)*



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(Effective January 1, 2024, through December 31, 2024)*

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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
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / 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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March 14, 2024

SENT VIA: EMAIL

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

SUBJECT: Proposal to Provide Engineering Services – SCADA Improvements Detailed Design for the City of Ione Castle Oaks Water Reclamation Facility

Dear Amy:

West Yost Associates (West Yost) is pleased to provide this proposal to provide services for the City of Ione's (City) Castle Oaks Water Reclamation Facility (COWRF) Supervisory Control and Data Acquisition (SCADA) Improvements Detailed Design.

PROJECT UNDERSTANDING

The COWRF is severely outdated, with multiple components and equipment items remaining from the plant's original construction in 1992. Many items are outside the manufacturers intended lifespan, are no longer receiving ongoing support, and are more difficult to replace when failures occur. If left unaddressed, performance issues are likely to increase in frequency and magnitude.

In order to identify specific improvements to the COWRF this project includes a condition assessment of the plant, in which all mechanical equipment, structural components, electrical infrastructure, instrumentation, and control system components will be evaluated for condition and performance. Findings from this effort will be used to develop a list of recommendations for improvements, along with a proposed CIP project list to implement these improvements.

The other portion of this project is intended to address the most immediate need of the COWRF, which is improvements to the plants SCADA system. This project is intended to design improvements to PLC hardware and programming, SCADA hardware and software, and network communications, improving the COWRF's SCADA performance, efficiency, and resilience.

Included in this effort is a preliminary program and configuration review, and detailed design to develop bid documentation. Additionally, this scope of work includes services to assist the City during contractor bidding periods.

SCOPE OF SERVICES

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

- Task 1. Project Management
- Task 2. COWRF Condition Assessment
- Task 3. Detailed Design for Electrical and SCADA Improvements
- Task 4. Engineering Services During Bidding

Task 1. Project Management

West Yost will oversee the internal coordination of project activities and tasks. This task includes the preparation of a kickoff meeting, coordination of project activities, review of project progress, and management of project schedule and budget. West Yost will also perform QC review on all project deliverables.

Task 1. Activities

- Kickoff Meeting – West Yost will prepare and coordinate a kickoff meeting to initiate the project. This meeting will include review of the project approach, scope, and project schedule with key City leadership.
- Progress Meetings – West Yost will facilitate as-needed conference calls to review project status, including work completed during the latest report period, work anticipated to be completed during the next reporting period, identified problems/issues that could affect project budget/expenditures and/or schedule, outstanding issues to be resolved, and action items.
- Invoicing and Progress Reports – West Yost will prepare invoices and progress reports on a monthly basis.
- Quality Control – Internal QA/QC will be performed for project deliverables prior to final submission to the City.
- Project Closeout – West Yost will conduct final project closeout activities, including final document delivery and final progress report.

Task 1 Deliverables

- West Yost will provide meeting agendas and notes, the kickoff meeting presentation materials, and monthly progress reports and invoices.

Task 2. COWRF Condition Assessment

West Yost will perform a detailed condition assessment to evaluate the condition of equipment critical to the ongoing function of the COWRF. West Yost staff will visit the COWRF and evaluate the condition and performance of all structural, site/civil, mechanical, electrical, and control system assets and equipment. Following this assessment, West Yost will prepare Technical Memorandums (TM) to summarize the information discovered during the field assessment site visits.

Task 2. Activities

- Work Plan Development – West Yost will prepare a work plan ahead of planned site visits to ensure field assessment is conducted as efficiently as possible. This task will involve review of existing drawings, O&M manuals, equipment lists, and other associated documents to develop a list of assets to investigate during the field assessment.
- Field Assessment – West Yost will conduct site visits to evaluate the condition and performance of COWRF assets.
- Draft and Final Condition Assessment TM – Findings from the field assessment will be summarized into a draft TM. Following a review by the City, West Yost will implement requested revisions to develop a final condition assessment TM.

Task 2 Assumptions

- Existing drawings for the COWRF are available and will be provided for West Yost's review.
- Existing O&M Manual for the COWRF is available and will be provided for West Yost's review.
- West Yost will conduct at least one site visit to the COWRF for the condition assessment. City staff will be available to accompany West Yost staff around the plant during the assessment.
- A workshop will be conducted to review the Draft Condition Assessment TM with the city before development of the Final Condition Assessment TM.

Task 2 Deliverables

- West Yost will develop Draft and Final Condition Assessment TMs (Process Mechanical).
- West Yost will develop Draft and Final Condition Assessment TMs (SCADA and Electrical).

Task 3. Detailed Design for SCADA Improvements

Design services will be provided to develop improvements to the electrical and SCADA system of the COWRF. Control system and SCADA software improvements are developed in the initial stages of this task to inform electrical design activities prior to finalization.

Findings on the electrical and control system asset assessments will inform decisions made during the detailed design for SCADA improvements to the COWRF.

Task 3 Assumptions

- Process improvements identified in the Final Condition Assessment TM are excluded from the detailed design.
- Electrical improvements identified in the Final Condition Assessment TM are excluded from the detailed design.
- Improvements to the onsite lift station are excluded from the detailed design.
- City will provide all required front-end specifications (i.e. General Conditions, Instructions to Bidders, etc.).

Task 3.1. Thirty Percent Design

This task begins with a review of existing SCADA software, Programmable Logic Controller (PLC) programming, and network architecture. West Yost will review the existing PLC program and develop As-Found control narratives. After the As-Found control narratives have been developed, a workshop will be conducted with City staff to discuss new functions to be implemented, after which a To-Be Control Strategy will be developed and presented to the City for review.

This task also encompasses the design of new SCADA network architecture, including the development of a bill of materials for new core server hardware. These improvements are intended to improve SCADA communication resilience and allow for implementation of remote access solutions.

West Yost will provide recommendations for new PLC hardware and SCADA software to replace the obsolete components of the existing COWRF SCADA system.

Task 3.1 Assumptions

- Existing COWRF PLC program(s) to be provided by the City.
- Existing COWRF SCADA software backup(s) to be provided by the City.
- A virtual 4-hour Control Strategy Review Workshop will be conducted to review the existing control narratives and gather information from City staff on desired functions and features of the new SCADA system.
- A site plan will be provided by the City in AutoCAD format.

Task 3.1 Deliverables

- Control Strategy Review Workshop notes.
- West Yost will provide a bill of materials for new PLC hardware.
- West Yost will provide a bill of materials for new SCADA server hardware and software.
- West Yost will develop a high-level SCADA network block diagram with recommended changes to the existing network architecture.
- West Yost will develop a To-Be Control Strategy detailing new SCADA functions to be implemented in the new SCADA system.

Task 3.2. Ninety Percent Design

A new PLC cabinet will be designed to monitor and control the plant. The existing PLC control section within the existing motor control center (MCC) will be used as a marshalling panel.

A new server rack will be designed to contain SCADA server(s), network switch(es), firewall, and remote access server.

Task 3.2 Deliverables

- West Yost will provide up to ten (10) EI&C pre-final drawings, including:
 - Electrical General Notes
 - Electrical Symbols and Legends
 - Electrical Site Plan
 - Admin Building Plan
 - Panel Schedule(s)
 - Control Panel Demolition
 - PLC Cabinet Elevations
 - PLC Cabinet Power Distribution Diagrams
 - Network Diagrams
- West Yost will provide pre-final Division 26 and Division 40 specifications.
- City will provide all required front-end specifications (i.e., General Conditions, Instructions to Bidders, etc.).

Task 3.3. One Hundred Percent Design

Following the development of the pre-final designs and specifications, a review workshop with the City will be conducted to confirm the design is agreed upon by all parties. After the review workshop, Owner comments will be addressed, and the design will be finalized. Each deliverable will undergo West Yost's QC process.

Task 3.2 Assumptions

- There will be one review workshop with City staff after the pre-final deliverable has been submitted and reviewed.

Task 3.2 Deliverables

- Final versions of the drawings listed in Task 3.2.
- Final versions of Division 26 and Division 40 specifications.

Task 4. Engineering Services During Bidding

Task 4 will include services to assist City staff during the bid period. This scope includes assisting the City staff with the preparation of one bid addendum, if necessary, for City distribution. West Yost will respond to questions during the bidding period, attend the Pre-bid Conference, and assist City staff with bid evaluation. West Yost will also prepare conformed plans and specifications incorporating all addenda items.

Task 4 Assumptions

- One (1) Addendum
- Five (5) hours for contractor questions
- City staff will distribute conformed documents.

Task 4 Deliverables

- West Yost will provide written summaries of discussions with bidders.
- West Yost will provide an electronic (PDF) copy of addendum materials.
- West Yost will prepare conformed plans and specifications in AutoCAD, Word, and PDF format.

PROJECT BUDGET

West Yost's proposed level of effort and budget for each of the tasks described above is shown in Table 1. West Yost will perform the scope of services described above on a time-and-expenses basis, at the billing rates set forth in West Yost's attached 2024 Billing Rate Schedule (Attachment A), with a not-to-exceed budget of \$289,049. 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 West Yost Project Budget	
Task	Estimated Fee, dollars
Task 1. Project Management	29,395
Task 2. COWRF Condition Assessment	81,812
Task 3. Detailed Design for SCADA Improvements	161,570
Task 4. Engineering Services During Bidding	16,271
Total Project Budget	\$289,049

SCHEDULE

West Yost is ready to begin work on this project when authorized by the City as shown on the Project Schedule and Budget (Attachment B).

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

Sincerely,
WEST YOST



Engineering Manager
RCSE #7454

Attachments: A. West Yost 2024 Billing Rate Schedule
B. Project Schedule and Budget

Attachment A

West Yost's 2024 Billing Rate Schedule

2024 Billing Rate Schedule

(Effective January 1, 2024, through December 31, 2024)*



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$355
Engineer/Scientist/Geologist Manager I / II	\$335 / \$351
Principal Engineer/Scientist/Geologist I / II	\$302 / \$322
Senior Engineer/Scientist/Geologist I / II	\$272 / \$286
Associate Engineer/Scientist/Geologist I / II	\$226 / \$243
Engineer/Scientist/Geologist I / II	\$176 / \$205
Engineering Aide	\$106
Field Monitoring Services	\$131
Administrative I / II / III / IV	\$97 / \$121 / \$145 / \$160
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$349 / \$351
Principal Tech Specialist I / II	\$320 / \$331
Senior Tech Specialist I / II	\$293 / \$306
Senior GIS Analyst	\$265
GIS Analyst	\$251
Technical Specialist I / II / III / IV	\$187 / \$213 / \$239 / \$267
Technical Analyst I / II	\$134 / \$160
Technical Analyst Intern	\$108
Cross-Connection Control Specialist I / II / III / IV	\$140 / \$151 / \$170 / \$189
CAD Manager	\$211
CAD Designer I / II	\$164 / \$185
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$338
Construction Manager I / II / III / IV	\$201 / \$215 / \$228 / \$289
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$181 / \$201 / \$224 / \$232
Apprentice Inspector	\$164
CM Administrative I / II	\$87 / \$118
Field Services	\$232

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the 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 services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be 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.

2024 Billing Rate Schedule

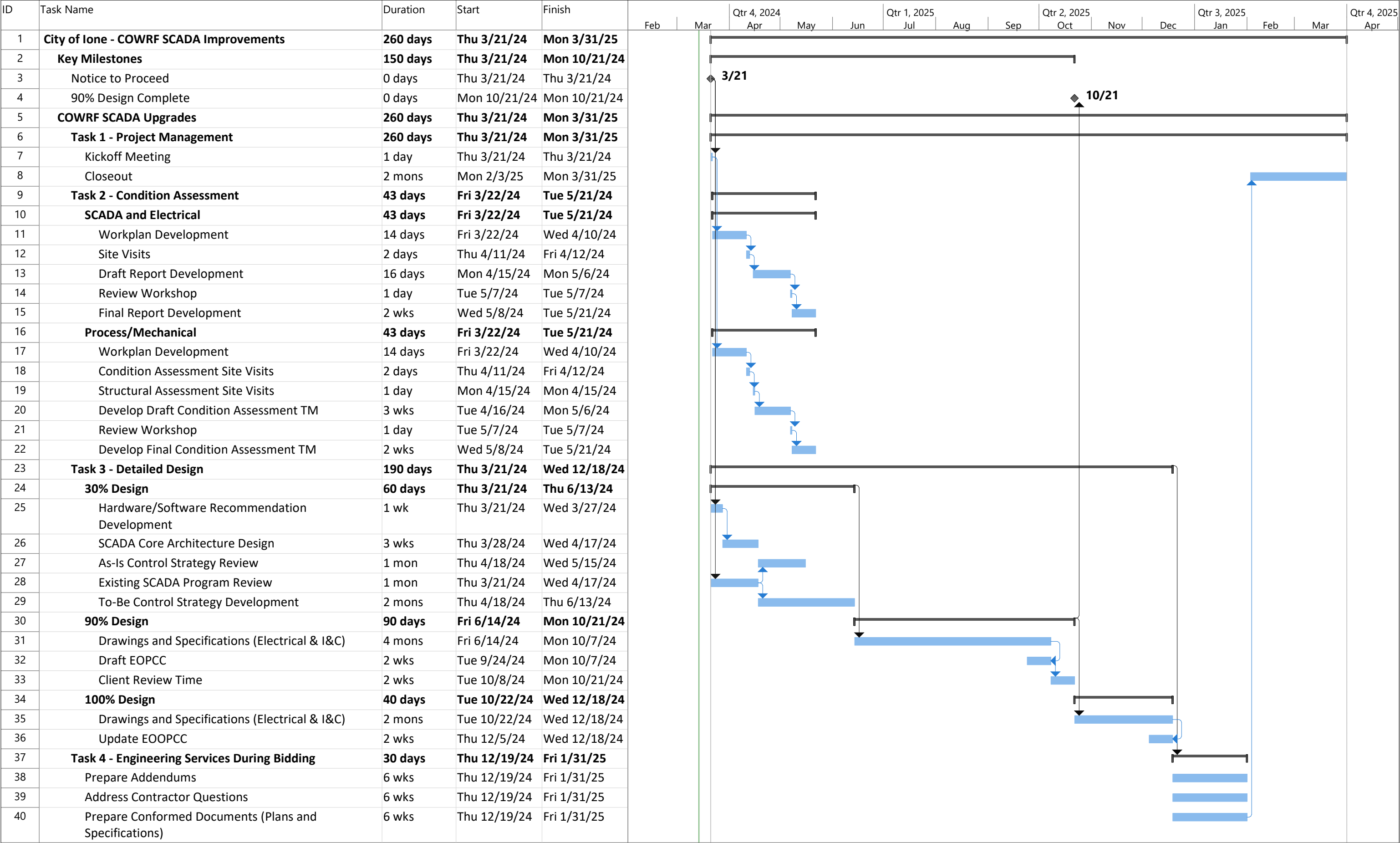
(Effective January 1, 2024, through December 31, 2024)*

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)	\$1.02 / 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
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / 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

Attachment B

Project Schedule and Budget





CITY OF IONE
IONE, CA 95640

Agenda Item #H2

DATE: MARCH 5, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: AMY GEDNEY, INTERIM CITY MANAGER

SUBJECT: CASTLE OAKS LEASE CONTRACT

RECOMMENDED ACTION:

For information and staff direction.

FISCAL IMPACT:

These are to be determined.

BACKGROUND:

Per City policy, Councilmembers Rhoades and Mitchell requested that this item be placed on the agenda.

DISCUSSION:

- Discussion: yearly lease of \$40,000 flat rate, and their 1% on gross income over \$2.1 million.
- Discussion: cost to city of Ione, irrigation water/Admin/Legal
- Discussion: on 5-year term, Lease payment adjustment

ATTACHMENTS:

- A. Lease Agreement

Amy Gedney

From: Jack Mitchell
Sent: Thursday, February 22, 2024 8:27 AM
To: Stacy Rhoades; Amy Gedney
Cc: Janice Traverso
Subject: Re: Request for agenda item

As stated by Councilmember Stacy Rhoades, I would like to see Castle Oaks Golf Course and the associated information he outlined on the next agenda.

Respectfully,

Jack Mitchell
Councilmember

Get [Outlook for iOS](#)

From: Stacy Rhoades <srhoades@ione-ca.com>
Sent: Thursday, February 22, 2024 8:19:29 AM
To: Amy Gedney <agedney@ione-ca.com>
Cc: Jack Mitchell <jmitchell@ione-ca.com>; Janice Traverso <JTraverso@ione-ca.com>
Subject: Request for agenda item

Amy,
Attached is the protocol manual chapter 8.06 for requesting item to be on future agenda.

Myself and Council member Mitchel would like to request for the next council meeting, this item .
Castle Oks lease agreement.

Attach Copies of castle oaks golf course lease agreement for all council to review.

Attachments also include all financials from 2014 to current. All records of any and all discounts/ credits since 2014 to current. Names of individuals and organizations be redacted.

Discussion and review yearly lease of \$40,000 flat rate, and their 1% on gross income over \$2.1Mill.

Discussion cost to city of lone, irrigation water/Admin/Legal

Discussion on 5 year term, Lease payment adjustment , which is 10 years over due.

Thank you
Stacy



Stacy Rhoades
City of Ione
1 E. Main Street
Ione, CA 95640
(209) 274-2412

Recording Requested By:

City of Ione

Return To:

P.O. Box 398
Ione, CA 95640



Amador County Recorder

Sheldon D. Johnson

DOC- 2011-0007185-00

REQD BY CITY OF IONE

Monday, SEP 12, 2011 10:33:01

Ttl Pd \$0.00

Nbr-0000213796

CT2/R1/1-31

Document Title(s)

Amended and Restated Lease Agreement between City of
Ione and Portlock International, LTD for Castle Oaks
Golf Course

RESOLUTION NO. 1838

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE
AUTHORIZING THE EXECUTION OF AMENDED AND RESTATED
LEASE AGREEMENT WITH PORTLOCK INTERNATIONAL, LTD
FOR CASTLE OAKS GOLF COURSE**

WHEREAS, the City and Portlock's predecessor entered into a Lease Agreement for Castle oaks Golf Course dated July 30, 1990, which was amended by Agreement Number One to Lease dated September 20, 1993 and further amended by Memorandum of Agreement approved by the City on January 25, 1999; and

WHEREAS, the Original Lease identified rights and obligations of the Lessor, Lessee and Project Sponsor; and

WHEREAS, Portlock is the successor in interest to obligations of the Lessee in the Original Lease, but Portlock is not the successor in interest to the Project Sponsor; and

WHEREAS, many of the obligations of the Project Sponsor in the Original Lease have been performed; and

WHEREAS, the Original Lease was the subject of an arbitration award dated January 9, 2006; and

WHEREAS, pursuant to the Original Lease, the City owns and Portlock operates the Castle Oaks Golf Course and landscaped parking facility; and

WHEREAS, pursuant to the Original Lease, Portlock was to own the clubhouse/restaurant and starting area, and maintain these facilities open to the public and the City was to obtain the clubhouse lot for Portlock to permit construction of these facilities by Portlock; and

WHEREAS, due to a number of intervening events and circumstances, the City did not procure the clubhouse lot and Portlock did not build the clubhouse, rather a third party ultimately purchased the clubhouse lot, built the clubhouse and now leases the clubhouse facility, and clubhouse lot to Portlock under a Lease Agreement that permits Portlock to lease said facilities during the lease on the golf course; and

WHEREAS, the Parties desire to clarify the terms of the Original Lease, as modified from time to time, by entering into this Lease, which is intended to supersede and replace the Original Lease; and

WHEREAS, the Parties desire to retain the effective date of the Original Lease, July 30, 1990, for purposes of determining the term and rent schedule for this Lease.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ione approves the Amended and Restated Lease Agreement between the City of Ione and Portlock International, LTD for Castle Oaks Golf Course dated July 5, 2011 and authorizes the Mayor to sign such lease.

The foregoing resolution was duly introduced and adopted by the City Council of the City of Ione at their regular meeting held on September 6, 2011 by the following vote:

AYES: Plank, Epperson, Smylie, Oneto

NOES: None

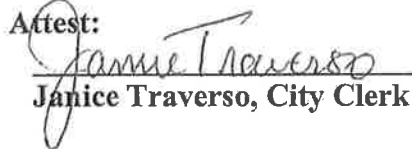
ABSTAIN: None

ABSENT: Bonham



David Plank, Mayor

Attest:



Janice Traverso, City Clerk

AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN CITY OF IONE AND PORTLOCK INTERNATIONAL, LTD. FOR CASTLE
OAKS GOLF COURSE

This Amended and Restated Lease Agreement (this "Agreement") is entered into effective as of July 5, 2011 by and between the City of Ione, a municipal corporation of the State of California (hereinafter referred to as "Lessor" or "City") and Portlock International LTD, a California Corporation (hereinafter referred to as "Lessee" or "Portlock"). Lessor and Lessee are collectively referred to as the "Parties".

RECITALS

1. Whereas, the City and Portlock's predecessor entered into a Lease Agreement for Castle Oaks Golf Course dated July 30, 1990, which was amended by Agreement Number One to Lease dated September 20, 1993 and further amended by Memorandum of Agreement approved by City on January 25, 1999 ("Original Lease"); * * *
2. Whereas, the Original Lease identified rights and obligations of the Lessor, Lessee and Project Sponsor;
3. Whereas, Portlock is the successor in interest to obligations of the Lessee in the Original Lease, but Portlock is not the successor in interest to the Project Sponsor;
4. Whereas, many of the obligations of the Project Sponsor in the Original Lease have been performed;
5. Whereas, the Original Lease was the subject of an arbitration award dated January 9, 2006;
6. Whereas, pursuant to the Original Lease, the City owns and Portlock operates the Castle Oaks Golf Course and landscaped parking facility;
7. Whereas, pursuant to the Original Lease, Portlock was to own the clubhouse/restaurant and starting area, and maintain these facilities open to the public and the City was to obtain the clubhouse lot for Portlock to permit construction of these facilities by Portlock;
8. Whereas, due to a number of intervening events and circumstances, the City did not procure the clubhouse lot and Portlock did not build the clubhouse, rather a third party ultimately purchased the clubhouse lot, built the clubhouse and now leases the clubhouse facility, and clubhouse lot to Portlock under a Lease Agreement that permits Portlock to lease said facilities during the lease on the golf course;
9. Whereas, the Parties desire to clarify the terms of the Original Lease, as modified from time to time, by entering into this Lease, which is intended to supersede and replace the Original Lease.
10. Whereas, the Parties desire to retain the effective date of the Original Lease for purposes of determining the term and rent schedule for this Lease.

AGREEMENT AND LEASE

Article I – Lease

1. Leased Property – For purposes of this Agreement, the Leased Property is all of the golf course property vested in the City, further identified as Lot A (201 acres) in the Tentative

* Recorded on 7/22/1990
1990-008199

** Recorded on 9/27/93
1993-009989

*** Unrecorded
Document

Subdivision Map approved by Resolution No. 666 of the Ione City Council on February 5, 1990. The Leased Property is also described in the legal description attached hereto as Exhibit A and made a part hereof, and identified in the Open Space Map attached hereto as Exhibit B and made a part hereof.

2. Facilities – For purposes of this Agreement, the Facilities are all buildings, structures, and improvements appurtenant to the golf course, including, but not limited to, an eighteen (18) hole golf course, driving range, golf pro shop, cart storage, locker rooms, maintenance buildings, starter's office, snack bar, clubhouse/restaurant, starting area with facilities, landscaped parking area, and irrigation system. The Parties acknowledge that some of the Facilities are owned by third parties and are leased to Lessee by their owner.
3. Lease of Property from City to Portlock – The City hereby leases to Lessee the Leased Property pursuant to the terms of this Agreement.
4. Use of Leased Property – Lessee agrees to use the Leased Property and Facilities for the operation of a public golf course and other activities customarily associated with or incidental to the use and/or operation of a public golf course, including the right of sale or rental of merchandise at a professional golf shop, furnishing of lessons by golf professionals, operation of a driving range, sales of food and beverages, including alcoholic beverages. Lessee shall not use the Leased Property for any unlawful purpose and shall comply with all valid laws, ordinances, rules and regulations of any governmental agency applicable to the Leased Property or the business or businesses conducted on the Leased Property.
5. Term of Lease – The Parties agree that the term of this Lease began on the first day of any commercial operation of the golf course, which is determined to be June 5, 1994, and shall continue in effect for a period of 65 years from the first day of any commercial operation.

Article II –Operation

6. Clubhouse, Starting Area, and Parking Facilities – A clubhouse/restaurant, a starting area with facilities, and a landscaped parking facility are three separate and distinct improvements on Lot J as identified on the Tentative Parcel Map as approved by the Ione Planning Commission by Resolution No. 89-5 dated December 11, 1989, and as amended by Resolution 666 adopted February 5, 1990 by the City Council and as further amended by Resolution No. 665 and ratified by the City Council on March 5, 1990.
 - a. Clubhouse – The clubhouse shall consist of a restaurant, lounge, meeting rooms, locker rooms and restrooms. Lessee shall be responsible for maintenance and repair of the golf course clubhouse during the term of this Lease.
 - b. Starting Area – The starting area shall consist of a pro shop, cart storage building, starter's office, locker rooms and restrooms. Lessee rents these facilities from a third party owner, but covenants that these facilities shall be available to the

- public during the term of this Lease. Lessee shall be responsible for maintenance and repair of the starting area during the term of this Lease.
- c. Landscaped parking area – The landscaped parking area is owned by a third party and leased to Lessee. Notwithstanding, Lessee covenants with Lessor that the parking facility shall be available to the public at all times. Lessee shall be responsible for maintenance and repair of the landscaped parking facility during the term of this Lease.
 - d. The building or buildings constructed for use as the clubhouse and the cart shed shall together contain a minimum of nine thousand (9,000) square feet, inclusive of outdoor patio area and the Parties agree that the existing clubhouse as of the date of this Agreement satisfies this requirement.
7. Maintenance and Repairs – Lessee shall have the sole responsibility for the upkeep, maintenance and repair of the leased property including all buildings and structures thereon, whether erected by Lessee or erected by Lessor with Lessee's consent, and will maintain the leased property in good, sanitary and safe order and condition and in repair, all at Lessee's sole cost and expense. As standards, Lessee agrees to maintain the Leased Property in conformance with standards common in the golf industry for similarly situated golf establishments and in a manner that ensures a high quality golf venue for the residents of Ione and is generally consistent with the standards for maintenance in place since the completion of the construction of the golf course. Lessee shall in addition pay any and all costs of any maintenance or repairs, as such additional construction may be permitted under the purposes of this lease, and at all times shall keep the premises, buildings and other structures and improvements and the land which is the subject of this lease free and clear of any and all mechanic's and materialmen's liens that may arise or result from any such construction, maintenance or repairs done by or on behalf of Lessee. Lessee also agrees that it will maintain the clubhouse facilities in accordance with the requirements of its lease with the third party owner which essentially places all responsibility for upkeep and repair of the clubhouse and related facilities on the Lessee.
8. Green Fees – Green fees will be charged by Lessee and will be competitive with local golf courses such as Dry Creek Ranch Golf Course, La Contenta Golf Course at Valley Springs, and other public courses in the County. An effort will be made to limit maximum increases in green fees to no more than 10% per calendar year without the written consent of Lessor. First year fees were set by Lessee and approved by Lessor, and will be annually re-set thereafter, and Lessor agrees not to unreasonably withhold consent in such approval.
9. Discount – Lessee shall provide City of Ione residents with a discount program set by Lessee during the entire term of the Lease. The Lessee will have the right to provide Senior Citizens discounts, tournament discounts, student and afternoon discounts and team or group discounts. Each discount is to be consistent within the class, and available to everyone in any such class of discounts.
10. Rules & Regulations – Lessee will clearly post the rules and regulations governing the use of the golf course and will enforce them fairly for all users.

11. Open to the Public – The golf course will be open to the public 7 days per week including holidays other than Christmas, New Years Day and Thanksgiving, and the clubhouse will be open a minimum of 312 days per year at the discretion of the Lessee.
12. Hours of Operation – The hours of the golf course and the hours for the club house will be as established by the Lessee, and depending upon the time of year and area and on all other conditions. The basic hours that the golf course is open for business to the public shall be from approximately sunup to sundown. Lessee will periodically post the hours of daily operation of all facilities, as they are from time to time established, modified or changed.
13. Personnel – Lessee will be in charge of all golf course operations, maintenance, repair and supervision. The Lessee may hire greenskeepers, or other operators, irrigation people, landscape personnel, bookkeepers, CPA and all office personnel and supervisory personnel, and all such personnel shall be considered employees of Lessee and not employees of Lessor. Lessee shall be solely responsible for their salaries, workmen's compensation, employee benefits, and state and federal taxes and benefits.
14. Covenant of Code Compliance – Lessee covenants and agrees that upon the commencement date of the within lease, the Leased Property will be in full and complete compliance with all applicable Federal, State, County and City codes, laws, ordinances, resolutions and regulations, including without limitation, any and all building, plumbing, electrical, heating, comfort cooling, ventilating and air-conditioning, fire, health, environmental, safety, zoning and hazardous waste regulations, rules, codes and laws. In the event it be determined, following the commencement date of this lease, that the leased Property is not in fact in compliance with any such applicable code, ordinance, rule, regulation or law, Lessee agrees that it will cause all reasonably necessary steps to be taken at Lessor's cost and expense to bring the Leased Property into full compliance with such code, ordinance, rules, regulations and/or laws. Thereafter, Lessee in its operation, maintenance and repair of said property shall itself comply with any and all such applicable codes, ordinances, rules, regulation or laws, at Lessee's sole cost and expense. Lessor agrees not to impose any rules, ordinances, regulations and laws upon Lessee that differ from the rules, regulations and law imposed on other corporate citizens within Lessor's boundaries that operate public businesses.
15. Quiet Enjoyment – Subject only to the terms of this Lease, so long as Lessee complies with its obligations under this Lease, Lessor shall secure to Lessee the quiet and peaceful enjoyment of the Leased Property without objection or interference from Lessor or any party claiming under Lessor.
16. Lessor's Cooperation - Lessor recognizes and acknowledges that that Lessee will need the assistance and cooperation of Lessor in order to properly perform and fulfill Lessee's covenants and obligations under this Lease. Therefore, Lessor agrees it will use best efforts to secure for Lessee, with Lessee's procedural assistance as needed, all permits or licenses that are within the jurisdiction and authority of Lessor's various departments,

agencies, officers, boards or councils, and that are required in order for Lessee to fulfill its obligations under this Lease. Lessor further agrees it will designate a specific officer or agent having appropriate experience and authority whose responsibility it is to work with Lessee in assuring the Lessee obtains the full cooperation and assistance of Lessor, subject to the terms of this Lease and all applicable laws. This paragraph shall not be interpreted to amend the requirements or standards for any such permit or license of the City. It is agreed that this paragraph provides for procedural cooperation and not special treatment.

17. Inspection – Lessor at all times shall have the right to inspect the golf course premises during business hours upon 24 hours written notice to Lessee. In the event that Lessor should deem Lessee to be in breach or in default of any of Lessee's obligations for maintenance or repair, Lessor shall first give Lessee ten (10) days written notice of any such claim, failure or default, and Lessee shall thereafter have fifteen (15) days within which to correct any such deficiency. In the event of Lessee's failure to rectify the claimed defect to Lessor's reasonable approval within the aforesaid period of time, Lessor shall then have the right to correct the same and lessee shall have the obligation to reimburse Lessor for all of Lessor's reasonable cost and expenses in so doing. Anything to the contrary herein notwithstanding, Lessee's obligation to keep the premises, buildings and structures in good maintenance and repair shall not require Lessee to repair, replace, or maintain to anything greater than original standards and conditions.

Article III – Budget/ Rent

18. Annual Budgets – Lessee shall prepare an annual budget for management and maintenance of the Leased Property which Lessee may base on the prior year's operating results. The budget for the Leased Property shall provide for reasonable management expenses and operation and maintenance of the golf course in a manner that achieves a level of service and maintenance consistent with this Lease. Lessee shall also prepare an annual budget for operation, maintenance and repair of the clubhouse facility, which may be included in the budget for the Leased Property or may be a separate budget. The budget for the Clubhouse shall specifically include any maintenance and repair of the structure, furniture, fixtures and equipment that might be required of Lessee under its lease agreement with the third party owner of the Clubhouse so that the Clubhouse operation and facility shall be maintained as a quality operation. The annual budget(s) shall be submitted to Lessor by January 30th of any given year.
19. Distribution of Revenue – The gross revenues of the Golf Course shall be allocated as follows and applied in the following order:

FIRST: Management and maintenance of the Leased Property and Facilities, pursuant to the budget identified in Article III, paragraph 18 herein.

SECOND: Payment to Lessor of all amounts owed by Lessee to Lessor for water used to irrigate the Golf Course and to defray the Costs associated with operating, maintaining

and repairing the Ione tertiary water plant all in accordance with Article IV, Paragraphs 25, 26 and 27, hereof. .

THIRD: Payment to Lessor of Rent – The Parties acknowledge that Lessee paid Lessor an annual percentage rent based on its gross revenues generated during the period from the commencement of the Original Lease through June 31, 2010. The Parties agree that commencing July 1, 2010 and continuing during the remainder of the Term, Lessee shall pay Lessor annual rent for each fiscal year (July 1-June 30) as follows:

Years of Lease	Amount
July 1, 2010- June 30, 2018	\$43,000.00 per year
July 1, 2018 – End of Lease Term	\$40,000.00 per year, plus 1% of all yearly gross revenue generated at the golf course above \$2,200,000

Rent shall be paid by Lessee to Lessor annually in account of each preceding year by July 20th of the following year. Lessor and Lessee anticipate that the Mello Roos obligations encumbering the golf course property are due to expire in 2016. In the event that the Mello Roos bonds encumbering the golf course property are not extinguished by July 1, 2018, the payment by Lessee to Lessor of one payment of 1% of all yearly gross revenue generated at the golf course above \$2,200,000 shall be delayed until such time as the Mello Roos bond obligations covering the golf course property are extinguished.

The term “gross revenue” as used herein shall not include any of the following: (1) credits or refunds to customers for merchandise returned or exchanged; (2) transfers of merchandise from the Leased Property to other stores or warehouses of Lessee or its affiliated companies; (3) any sales taxes or other taxes imposed under any laws, ordinances, orders or regulations, whether now or hereafter in force, upon or based upon the gross receipts of Lessee or the sale or sales price of merchandise and which must be paid by Lessee, whether or not collected by Lessee from its customers; (4) returns of merchandise to shippers or manufacturers; (5) the net amount of discounts allowed to any customer pursuant to any customary and reasonable policy adopted by Lessee, including in such discounts, but not by way of limitation, the net amount of any discounts allowed by way of or resulting from the issuance to customers of coupons or other evidence of purchase for immediate or future exchange for merchandise or other things of value; and (6) merchandise or other things of value, or issues as a premium or otherwise in connection with any sales promotion program of Lessee. Lessee makes no representation or warranty as to the sales which it expects to make on the Leased Property.

The Parties agree, that as of July 1, 2010, all rent owed under the Lease through that date has been paid by Lessee to Lessor and that as of December 31, 2010, all payments owed under the Lease for water and in respect of the operations and maintenance of the Ione Tertiary Plant have been paid by Lessee to Lessor.

20. **Accounting** – Lessee shall provide Lessor an accounting of Lessee’s operations on or before the 30th day following each June 30th of the Lease term. The accounting shall

include a statement showing gross revenue for the fiscal year or portion thereof last preceding the due date of such statement together with any percentage rent due. Lessor shall have the right to receive an annual audit of Lessee's operations, performed at Lessor's expense, if requested by Lessor.

21. Failure to Account/Pay – Failure of Lessee to account properly for gross revenues, or to pay to Lessor any sums required under this Article after three (3) days notice to do so, shall be considered a material breach of this Lease and an immediate event of default, and Lessor shall be entitled to the remedies set forth in Article VIII hereof.

Article IV – Taxes, Fees and Charges

22. Real Property Taxes – In the event this Lease creates a possessory interest in Lessee whereby Lessee's interest shall become subject to separate real property taxation, Lessee agrees to pay such real property taxes prior to delinquency, except in the case of contests of such taxation made in good faith. Lessee will have the right to contest the validity or amount of real property taxes by means of appropriate proceedings diligently pursued at Lessee's sole expense. Lessee agrees that, upon final determination of liability, it will promptly pay the amount of taxes found owing, along with any interest, penalties or costs that may result from Lessee's contest.
23. Other Taxes – Lessee will pay all taxes, license fees or other governmental charges assessed or imposed on the personal property owned by Lessee on the Leased Property or upon the business operations of Lessee conducted on the Leased Property.
24. Utilities – Lessee will pay before delinquency all charges for utilities, including electricity, gas, heating, cooling, telephone, and domestic water used by Lessee on the Leased Property.

Article IV – Irrigation of Golf Course

25. Water Supply Through 2014 – Through the year 2014, water for irrigation of the golf course will be provided by Amador Regional Sanitation Authority (ARSA) and the City, pursuant to the Preston Farmlands Wastewater Disposal Contract and Grant of Easement dated July 30, 1990 ("ARSA Wastewater Contract"), and the Implementation Agreement for ARSA Wastewater Contract dated July 30, 1990 between City and the original project sponsor. Lessee shall use water provided by City pursuant to the ARSA Wastewater Contract and Implementation Agreement for irrigation of the golf course prior to using water from any other source for such irrigation. Until the end of 2014, Lessee may not use water from any other source unless the alternate source is approved by City. Lessee will pay costs associated with this water supply pursuant to the ARSA Wastewater Contract and the Implementation Agreement except that Lessee's water costs due to Lessor shall not exceed (i); \$10,800.00 per month from January 1, 2011 through the end of June 30, 2012 (ii); \$11,000 per month from July 1, 2012 through June 30, 2013 and (iii); \$11,200 per month from July 1, 2013 and December 31, 2014.

26. Water Supply After 2014

- a. After December 31, 2014, Lessee agrees to continue using treated water from the Ione tertiary treatment facilities to irrigate the golf course prior to using water from any other sources provided the parties have agreed to a Reasonable Rate as defined by and pursuant to subsection c of this Paragraph 26, unless (a) the alternate source proposed by Lessee is approved by Ione; or (b) water from another source is secured pursuant to subsection d of this Paragraph 26.
- b. After December 31, 2014, Ione agrees to provide treated water from Ione tertiary treatment facilities to meet Lessee's irrigation water needs at the golf course, contingent upon such water being available, unless (a) an alternative source proposed by Portlock is approved by Ione; or (b) water from another source is secured pursuant to paragraph d herein. So long as water must be provided pursuant to this Agreement, Lessee shall have the exclusive first right to all water treated by the Ione tertiary treatment facilities until the golf course requirements have been fully satisfied. Ione agrees not to obligate itself to other potential water users that would limit Lessee's exclusive first right to treated water from Ione.
- c. After December 31, 2014, and so long as Ione provides water to Lessee pursuant to this Agreement, Ione agrees to charge, and Lessee agrees to pay, a rate not to exceed a Reasonable Rate for the purchase of treated water from the Ione tertiary treatment facilities. Reasonable Rate will be determined in good faith by mutual agreement of the parties, based upon discussions that consider factors that include but are not limited to the following: (1) the volume and availability of tertiary treated water within fifty (50) miles of Ione; (2) the volume and availability of wastewater suitable for treatment by the Ione tertiary treatment facilities; (3) the availability and capacity of alternative sites for disposal of treated water in Ione; (4) the rates for tertiary treated water paid by other golf courses and other users of tertiary treated water within fifty (50) miles of Ione; (5) the costs incurred by Ione in treating wastewater at the Ione tertiary treatment facilities; (6) the contribution toward the costs of operating the Ione tertiary treatment facilities from ARSA, CDCR, and sewer rate payers whose wastewater is treated at the Ione Tertiary Plant; and (7) the cost to Ione to dispose of treated tertiary water at alternative sites or through alternative means. Not later than December 31, 2013, Ione and Lessee agree to begin discussions in good faith regarding the factors set forth above, and to attempt to agree prior to June 30, 2014 upon a Reasonable Rate for treated water that will be supplied under this Agreement after December 31, 2014. If, prior to June 30, 2014, the parties agree to a Reasonable Rate, Lessee will agree to purchase water at such rate and Ione will agree to supply water at such rate, at least through December 31, 2019, or longer as may be agreed upon by the parties.
- d. If prior to June 30, 2014, the parties have been unable to agree upon a Reasonable Rate, Ione shall notify Lessee of the rate it proposes should be set as the Reasonable Rate ("Proposed Rate"). Should the parties fail to agree upon a Reasonable Rate prior to June 30, 2014, and either (1) Ione fails to specify a

Proposed Rate by June 30, 2014, or (2) Lessee believes the Proposed Rate is not reasonable based on the factors listed above, Lessee may, at its sole discretion, negotiate with other parties regarding alternative sources of water. Throughout this process the parties may continue to negotiate and may at any time reach agreement with respect to a Reasonable Rate. If Lessee is able to demonstrate that an alternative source of water is available in sufficient quantity to meet the needs of the golf course on a reliable basis, and is less expensive than the Proposed Rate, then Lessee must give Ione written notice (the "Rate Notice") of the rate for alternative water, and offer Ione an opportunity to provide water at such price. The decision as to whether or not to continue to provide water to the golf course at the rate specified in the Rate Notice shall be at the sole discretion of Ione, based upon factors that may include but are not limited to Ione's judgment as to the relative costs and benefits of disposal at alternative sites or through alternative means. In other words, if Ione determines to accept the rate set forth in the Rate Notice and provides timely written notice of its election to do so, Lessee shall not be entitled to obtain water from an alternative source. Ione shall have thirty (30) days after receipt of the Rate Notice in which to provide written notice that it accepts such rate as the Reasonable Rate for treated water delivered to Lessee thereafter. In that event, such rate shall apply as the Reasonable Rate for the period through December 31, 2019. If Ione declines the offer, or does not timely accept the offer, Lessee may contract to receive water from the alternate source, subject only to that source meeting any applicable state and federal environmental requirements relating to depositing such water on the golf course, and notify Ione in writing (the "Change Notice") of the effective date of the change in water supply (which shall be no sooner than the later of December 31, 2014, or ninety (90) days after the Change Notice). Lessee's obligation to take water from the Ione tertiary treatment facilities, and Ione's obligation to provide water to Lessee, will be terminated and eliminated as of the effective date specified in the Change Notice. Should the parties fail to agree upon a Reasonable Rate prior to December 31, 2014, and Lessee does not provide a Change Notice by September 30, 2014, the Proposed Rate shall be the rate charged for water delivered by Ione to the golf course effective January 1, 2015. In such case, either party shall have the right to insist upon binding arbitration (before a single neutral arbitrator who shall be appointed and conduct the proceeding according to the American Arbitration Association rules of commercial arbitration), which proceeding shall establish a Reasonable Rate under the factors listed in paragraph c, which rate shall apply commencing January 1, 2015 for a period of five years or for longer as may be agreed upon by the parties.

- e. If applicable, after December 31, 2018 (and/or one (1) year prior to any subsequent date when a previously set Reasonable Rate is due to expire), the parties shall repeat the process described in subsections c and d of this Paragraph 26 (utilizing the same time intervals applicable in later years) in order to arrive at a new Reasonable Rate, which shall then be applicable for a period of no less than five years unless otherwise agreed by the parties.

- f. Notwithstanding anything contained within this Paragraph 26 or in any other agreement to which Lessee and Lessor may be a party and dealing with the operation of the tertiary water plant and the amount which Lessee pays to Lessor for water used in irrigating the golf course, commencing January 1, 2015 and continuing yearly thereafter during the remainder of the Term, so long as either the Lessor or the Lessee provides the other notice that it agrees to accept an amount no greater than \$70,000 as the established Reasonable Rate to be paid annually by Lessee for water delivered to the golf course, Lessee shall be bound to use water delivered to it by Lessor from the lone tertiary treatment facilities for irrigating the golf course and Lessor shall be bound to deliver said water. Commencing in 2020 and continuing at the beginning of every fifth year thereafter until the end of the Lease, the \$70,000 cap shall be adjusted upward by 50% of the rate of inflation for the previous five year period as established by United State Department of Labor Consumer Price Index.

27. ARSA Contract – Approval of this Lease Agreement is conditioned upon the acknowledgment of and incorporation by reference of the ARSA Wastewater Contract and Implementation Agreement until December 31, 2014. This Lease Agreement and all attendant permits, maps, agreements, or other entitlements granted by City for this project shall incorporate by reference and require adherence to the ARSA Wastewater Contract and Implementation Agreement. The terms and conditions of the ARSA Wastewater Contract shall govern in the event of any conflict or inconsistencies between this Lease Agreement and attendant map, permit, master plan, or other entitlement and the ARSA Wastewater Contract except that the terms and conditions of the Article IV, Paragraphs, 25 of this Lease shall govern with respect to the amounts Lessee must pay to the Lessor for use of water from and maintenance and operation of the lone tertiary treatment facilities and related facilities prior to December 31, 2014.

Article V – Insurance and Indemnity

28. Indemnity – Lessee agrees to indemnify, defend and hold Lessor and its elective and appointive boards, commissions, officers, agents, and employees harmless from any and all claims, causes of action, damages, costs or expenses (including without limitation attorneys fees) arising out of or in connections with or on account of, the operation of the Leased Premises hereunder including for any claims of injury or death of any person(s), or damage to property, as a result of the operations of Lessee or its employees, agents, contractors or representatives with respect to the Leased Premises.
29. Public Liability Insurance – Lessee shall, at all times during the Term of this Lease, maintain or cause to be maintained comprehensive public liability and property damage insurance covering the risks of bodily harm and/or death, property damage, and personal injury liability, with a limit of not less than \$1,000,000 per occurrence. Each policy of insurance hereunder shall name the City as an additional insured, and shall provide for blanket contractual liability coverage. The minimum amount of insurance shall be

adjusted periodically to reflect inflation and provide reasonable and current insurance coverage for risk and exposure. Lessor shall have right to direct Lessee's attention to inadequate insurance coverage and demand a reasonable increase from time to time to account for inflation and provide reasonable and current insurance coverage for risk and exposure.

30. Workers' Compensation Insurance – Lessee shall also provide, or cause to be provided, Workers' Compensation insurance as required by law, together with a contingent employer's liability endorsement in favor of Lessor, covering employees of Lessee and employees of any contractor, subcontractor, agent or representative of Lessee.
31. General Requirements for Insurance – Each policy of insurance carried by Lessee pursuant to this Lease shall provide that it may not be cancelled without at least thirty (30) days prior written notice to City. Upon request of City, Lessee shall furnish to City a copy of each policy of insurance carried pursuant to this Lease, or a certificate thereof, stating that such insurance is in full force and effect and, in the case of the public liability insurance, showing City named as an additional insured. Any insurance required to be maintained by Lessee hereunder may be maintained under a so-called "blanket policy" insuring other parties and other locations, so long as the amount of insurance required to be provided pursuant to this Lease is not thereby diminished. City shall be named as the additional insured on all such policies.
32. Fire Insurance – Lessee shall maintain, at Lessee's sole expense, a standard form policy or policies of fire and extended coverage insurance on the Leased Property, including the clubhouse and related buildings and all personal property, furnishings and equipment owned by Lessee, in an amount equal to not less than eighty percent (80%) of the insurable value of said buildings, furnishings and equipment.

Article VI – Frustration of Purpose

33. If at any time during the term of this lease any governmental entity having competent jurisdiction over the Leased Property (except Lessor) should enact any law or ordinance that legally prohibits the use of the whole or a substantial part of the Leased Property for the purposes as hereinbefore provided in this Lease, or in the event that a declared or undeclared war, sabotage, riot, or other acts of civil disobedience, acts of government, floods, earthquakes, or other acts of God, should occur which will substantially prevent Lessee's fulfillment of its rights and obligations, under the terms of this Lease, then Lessee shall have the right, any time within 120 days after the effective date of any such law, ordinance, regulation or occurrence, to terminate this Lease and surrender possession of the Leased Property to Lessor. Any such cancellation and surrender will act to release and discharge Lessee from any further obligation under this Lease agreement. Lessor agrees that it will not during the term of the within lease, enact any law, ordinance, rule or regulation in its capacity as a municipal corporation which would prevent Lessee under this Lease from enjoying all the rights and privileges herein established and conveyed, or which would in any way impair Lessee's leasehold interest under the term of this Lease. Lessee acknowledges that Lessor may have the power and jurisdiction to

enact such laws, ordinance or regulation, but that any such enactment would nonetheless constitute a material breach of this Lease agreement, if applied to the Leased Property.

Article VII – Assignment

34. Rights of Assignment - Except as otherwise provided below, Lessee shall not assign this Lease or sublet all or any part of the Leased Property without the prior written consent of Lessor, and such consent shall not be unreasonably withheld. Lessee shall notify Lessor of any proposed assignment or subletting. Lessee shall provide to Lessor any and all information and documentation requested by Lessor concerning the proposed assignee or sublessee and such assignment or sublease shall not be effective until approved by Lessor in writing. In the event that any such assignment or subletting is approved by Lessor, the assignee or sublessee shall agree in writing to be bound by all of the covenants of this Lease required of Lessee and Lessor shall thereafter release Lessee from liability under this Lease.
35. Assignment Fee – Lessee shall pay Lessor a fee from monies received in the event it sells and assigns its leasehold interest to an unrelated third party or entity in the amount of Fifty Thousand Dollars U.S. (\$50,000) or one percent (1%) of the sales price whichever is greater. Lessee shall pay no fee if it sells and assigns its leasehold interest to Lessor.

Article VIII - Breach and Remedies

36. Condition of Default – Any of the following acts or failures to act will constitute a breach and default of this Lease agreement:
- a. If either party fails to perform any of its obligations under this Lease when due and called for, the party shall be in default if it fails to cure such default within thirty (30) days after written notice from the non-defaulting party of such default; provided, however, that if the nature of a non-monetary default is the result of a force majeure occurrence or is otherwise of a nature such that it cannot be fully cured within that thirty (30) day period, the party in default shall have such additional time as is reasonably necessary to cure the default so long as the party in default is proceeding diligently to complete the necessary cure after service of notice by the non-defaulting party.
 - b. In the event that Lessee shall be adjudged bankrupt under Federal bankruptcy laws which prevent Lessee from continuing to operate per the within lease agreement, or in the event a receiver be court appointed for the within leasehold interest, or in the event Lessee's interest in this Lease should pass by operation of law to any person other than Lessee, and any such adjudication, appointment or order as above-referenced is not vacated, dismissed or set aside within 120 days from its entry, it is an event of default.
 - c. If for any reason Lessee ceases to operate the golf course and in response to written inquiry of the City fails to provide reasonable assurance within three days

that the golf course will immediately reopen and that the Lessee has the capability to reopen and continue to operate in accordance with the requirements of this Lease, it shall be an event of default.

37. Remedies – If any of the conditions identified in subsection 35 above should occur and the party does not cure the default within the time limits specified or any extensions thereof, such non-defaulting party may then elect to terminate this Lease immediately and seek all remedies as provided under law and equity. If Lessee is the party in default, Lessor may terminate Lessee's right to possession.

If either party at any time by reason of the other party's default pays any sum or does any act that requires payment of any sum, the sum paid by the non-defaulting party shall be immediately due and owing by the defaulting party to the non-defaulting party at the time the sum is paid, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by the non-defaulting party until the non-defaulting party is reimbursed by the defaulting party.

If either Lessor or Lessee should find it necessary to bring an action in a court of law or in arbitration, to enforce any of its rights or remedies under this Lease, both parties agree that the prevailing party in any such litigation shall be entitled to a recovery of reasonable attorney's fees and costs incurred by way of such action.

38. Arbitration – Any controversy or claim arising out of or relating to this Lease or the leasehold interest created thereby, or upon any breach or default hereunder, by either party, shall be settled by arbitration in accord with the following: The Lessor shall choose one arbitrator, the Lessee another, and the two arbitrators shall choose a third, and the three arbitrators shall hear and settle the matter. As an alternative to the above, on the request of either party, the matter may be heard by the American Arbitration Association, under their rules of Commercial Arbitration by one arbitrator chosen pursuant to the American Arbitration Association's rules.

Article X – Disposition of Property

39. Rights of Termination – Upon the expiration of the term of the Lease, or upon the sooner termination of the Lease under any of the provisions of this Lease, Lessee shall deliver over to Lessor the peaceful and quiet possession of the Leased Property, together with all structures and improvements permanently placed thereon, whether by Lessor or by Lessee, in good condition and repair, reasonable wear and tear excepted. Notwithstanding the foregoing, all of Lessee's trade fixtures, and all structures and improvements placed on the property by Lessee but not permanently affixed to the ground, and all of Lessee's personal property located on the premises, shall belong to Lessee, and Lessee shall have a reasonable period of time, not less than sixty (60) days, to remove such property belonging to Lessee.

40. Lessee's Right of First Refusal – Lessee shall have a continuing Right of First Refusal to purchase the Leased Property. This Right of First Refusal shall be based upon the terms

and conditions contained in a bona fide written offer received by Lessor. Lessee, after receipt of written notice from Lessor outlining the terms and conditions contained within said bona fide offer, shall have a period of thirty (30) days to notify Lessor in writing that Lessee is hereby exercising its Right of First Refusal. If Lessee fails to so notify Lessor within said thirty (30) day period, this Right of First Refusal shall lapse as to that offer but shall apply to all future offers received by Lessor and its successors in interest.

41. Lessor's Right of First Refusal – Lessor shall have a continuing Right of First Refusal to purchase the leasehold interest in the Leased Property. This Right of First Refusal shall be based upon the terms and conditions contained in a bona fide written or verbal offer received by Lessee. Lessor after receipt of written notice from Lessee outlining the terms and conditions contained within said bona fide offer, shall have a period of thirty (30) days to notify Lessee in writing that Lessor is hereby exercising its Right of First Refusal. If Lessor fails to so notify Lessee within said thirty (30) day period, this Right of First Refusal shall lapse as to that offer but shall apply to all future offers received by Lessee and its successors in interest.
42. Disposition of Ownership of Maintenance Facility Property – It is agreed and understood that upon expiration or any termination of this Lease the Lessor shall have the exclusive right to either purchase or lease (limited to 10 year lease terms and renewable for no more than 2 terms) from Mauna Kea Villages, LLC, a Hawaii limited liability company its successors in interest or assigns (“Mauna Kea”) its successors and assigns the real property and improvements located thereon comprising the maintenance facility for the Golf Course for a price or lease rate (as the case may be) mutually agreed to by Lessor and Mauna Kea. In the event that Lessor and Mauna Kea cannot agree on a lease rate or purchase price, each of Lessor and Mauna Kea shall be permitted to select a licensed appraiser who shall either (a) appraise the fair market value of the fee interest purchase that Lessor desires to obtain or, (b) determine the fair monthly rental rate for the maintenance facility property over the period of time that Lessor desires to lease said property from Mauna Kea. The amount paid by Lessor in monthly rent or for the fee interest purchase, as the case may be, shall be the averaged amount of the two party's appraisals. Said property shall not be encumbered with any other leases or other tenant rights of possession upon the expiration or termination of the Lease. City's exclusive right to purchase is not an option, right of first refusal or other conditional real property right. Rather, this exclusive right is an unconditional and exclusive right freely granted to City by Mauna Kea and shall be binding on all successors in interest. Mauna Kea agrees to permit a notice in recordable form executed by it and Lessor to be recorded against the maintenance facility property in the Official Records of Amador County to evidence Lessor's rights hereunder.
43. Disposition of Ownership of Lot J – It is agreed and understood that upon expiration or any termination of this Lease the Lessor shall have the exclusive right to either purchase or lease (limited to 10 year lease terms and renewable for no more than 2 terms) from Mauna Kea its successors in interest or assigns all of Lot J (which includes the Clubhouse and related improvements) for a price or lease rate (as the case may be) mutually agreed to by Mauna Kea and the Lessor. In the event that Lessor and Mauna Kea cannot agree

on a lease rate or purchase price, each of Lessor and Mauna Kea shall be permitted to select a licensed appraiser who shall either (a) appraise the fair market value of the fee interest purchase that Lessor desires to obtain or, (b) determine the fair monthly rental rate for the Clubhouse over the period of time that Lessor desires to lease the Clubhouse from Mauna Kea. The amount paid by Lessor in monthly rent or for the fee interest purchase, as the case may be, shall be the averaged amount of the two party's appraisals. Said property shall not be encumbered with any other leases or other tenant rights of possession upon the expiration or termination of the Lease. City's exclusive right to purchase is not an option, right of first refusal or other conditional real property right. Rather, this exclusive right is an unconditional and exclusive right freely granted to City by Mauna Kea and shall be binding on all successors in interest. Mauna Kea agrees to permit a notice in recordable form executed by it and Lessor to be recorded against Lot J in the Official Records of Amador County to evidence Lessor's rights hereunder.

Article XII – Notices and Addresses

44. All notices, demand, requests or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods:

- a. By personal delivery;
- b. By deposit with the United States Postal Services as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below;
- c. By prepaid telegram;
- d. By deposit with an overnight express delivery service.

Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by telegram or overnight express service shall be deemed effective one (1) business day after transmission to the telegram company or after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For purposes of notice, demand, request, reply or payment, the address of Lessor shall be:

City Council
City of Ione
Post Office Box 398
Ione, CA 95640

The address of Lessee shall be:

Portlock International, Ltd.
17 E. Winchester St., Ste. 200
Murray, UT 84107

Each party shall have the right to designate a different address within the United States of America by giving notice in conformity with this section.

Article XIII – Governing Law

45. This Agreement and the rights and liabilities of the parties to this Agreement shall be governed by the laws of the State of California. If any provision of this lease is invalidated by judicial decision or statutory enactment, the invalidity of any other such provision will not affect the validity of any other provision of the Agreement.

Article XIV – Captions

46. Captions in this Agreement are included for convenience only and are not to be taken into consideration in any construction or interpretation of this lease or any of its provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and binding as of the date first written above.

LESSEE:

PORTLOCK INTERNATIONAL, LTD

By: [Signature]
Name: DAN W. JEPSON
Title: ~~President~~ Sec. Treas.

LESSOR:

CITY OF IONE

By: [Signature]
Name: David P. Plank
Title: Mayor

APPROVED AS TO FORM:

By: [Signature]
Ione City Attorney

Mauna Kea Villages, LLC, a Hawaii limited liability company, hereby joins in the execution of this Agreement solely for the purpose of unconditionally agreeing to be bound by and to perform the provisions set forth in Article X, Paragraph 42 and 43 of this Agreement.

MAUNA KEA VILLAGES, LLC

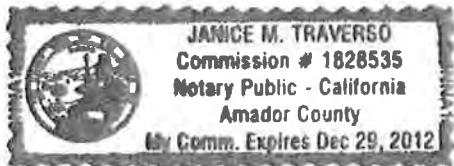
By: [Signature]
Name: SANG HOON HAHN
Title: MANAGER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Amador

On July 11, 2011 before me, Janice M. Traverso
Date Here Insert Name and Title of the Officer
personally appeared David P. Plank
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janice M. Traverso
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

STATE OF FLORIDA)
)
) : SS.
COUNTY OF ORANGE)

The foregoing Amended and Restated Lease Agreement for Castle Oaks Golf Course was acknowledged and executed before me this 20 day of July, 2011, by Sang Hoon Hahn, Manager of Mauna Kea Villages, LLC, a Hawaii limited liability company, being duly acknowledged to me that the foregoing was executed by authority.



Launa J. Mungis
NOTARY PUBLIC

LEGAL DESCRIPTION OF A PARCEL OF LAND

Lot 1

That portion of Parcel "A" as shown and delineated on that certain Record of Survey entitle "A PORTION OF RANCHO ARROYO SECO AND THE CITY OF IONE", filed for record January 12, 1979 in Book 31 of Maps and Plats, at Page 1, et seq, records of Amador County, California, described as follows:

Commencing at California Division of Highways Reference Monument 261 as shown on State Highway Map of Route 104, District 10, Amador County on Sheet 16 of 18; thence N66°54'19"W (basis of bearings), 1021.68 feet, to Reference Monument 250 as shown on said Map, Sheet 15 of 18 thence S57°54'48"W, 2455.68 feet, to a fence corner at the southeast corner of that parcel shown on the Record of Survey recorded in Book 20 of Maps and Plats at Page 19, records of Amador County, being the Point of Beginning; thence N76°34'27"W, along the South line of said parcel, 232.24 feet; thence S13°25'33"W, 484.45 feet; thence N76°34'27"W, 150.00 feet; thence N33°52'31"W, 295.51 feet; thence N80°48'35"W, 78.06 feet; thence S52°15'20"W, 197.81 feet; thence S27°55'38"W, 123.59 feet; thence S03°35'56"W, 249.00 feet; thence S05°46'19"E, 198.94 feet; thence S36°34'05"E, 251.61 feet; thence S07°58'37"W, 95.00 feet; thence S79°02'48"W, 389.03 feet; thence N74°55'48"W, 174.91 feet; thence S15°03'17"W, 308.68 feet; thence S76°57'14"E, 493.69 feet; thence N89°00'35"E, 226.77 feet; thence S61°18'42"E, 203.98 feet; thence S76°57'14"E, 208.20 feet; thence N84°28'09"E, 104.40 feet; thence N17°28'35"E, 246.61 feet; thence N45°26'34"W, 129.16 feet; thence N17°28'35"E, 72.71 feet; thence N13°54'59"W, 122.56 feet; thence N02°02'17"W, 70.74 feet; thence N09°50'25"E, 286.74 feet; thence N25°14'19"E, 91.93 feet; thence N40°38'13"E, 381.01 feet; thence N55°26'16"E, 101.31 feet; thence N70°14'19"E, 101.31 feet; thence N85°02'22"E, 101.31 feet, thence S80°09'35"E, 220.66 feet, to a point in the arc of a non-tangent curve, the center of said curve bears N87°34'34"W, 770.00 feet; thence northerly 80.92 feet along the arc of said curve, through a central angle of 6°01'16", to a point of compound curvature, having a radius of 250.00 feet; thence northerly 70.96 feet along the arc of said curve, through a central angle of 16°15'42", to point of reverse curvature, having a radius of 250.00 feet; thence northerly 60.44 feet along the arc of said curve, through a central angle of 13°51'05", to a point of tangency; thence N06°00'28"W, along said tangent, 101.31 feet; thence N84°08'07"W, 531.91 feet, to the Point of Beginning.

Subject to existing rights-of-way and easements.

Said parcel containing 32.733 acres, more or less.

(ms0219-b)

EXHIBIT A
Page 1 of 7



Lot 2

LS 5340
12-31-56 0612 240

LEGAL DESCRIPTION OF A PARCEL OF LAND

Lot 3

That Portion of Parcel "A" as shown and delineated on that certain Record of Survey entitled "A PORTION OF RANCH ARROYO SECO AND THE CITY OF IONE", filed for record January 12, 1979 in Book 31 of Maps and Plats, at Page 1, et seq, records of Amador County, California, described as follows:

Commencing at California Division of Highways Reference Monument 261 as shown on State Highway 104, District 10, Amador County on Sheet 16 of 18; thence N66°54'19"W (Basis of Bearings), 1021.68 feet, to Reference Monument 250 as shown on said Map, Sheet 15 of 18, thence S35°15'35"W, 3077.22 feet, to the Point of Beginning; thence S24°58'41"E, 335.00 feet; thence S11°13'09"E, 106.81 feet; thence S02°25'18"W, 415.00 feet; thence S69°54'21"E, 136.57 feet; thence S10°40'32"W, 375.21 feet, to the beginning of a tangent curve, concave easterly, having a radius of 530.00 feet; thence southerly 153.73 feet along the arc of said curve, through a central angle of 16°37'09" to a point of tangency; thence S05°56'37"E, 50.70 feet, to the beginning of a tangent curve, concave northwesterly, having a radius of 20.00 feet; thence southwesterly 31.42 feet along the arc of said curve, through a central angle of 90°00'00", to a point of tangency; thence S84°03'23"W, 93.49 feet, to the beginning of a tangent curve, concave southerly, having a radius of 1530.00 feet; thence westerly 60.43 feet along the arc of said curve, through a central angle of 2°15'46" to a point in a reverse curve, having a radius of 270.00 feet; thence westerly 171.95 feet, along the arc of said curve, through a central angle of 36°29'20"; thence N16°32'48"E, 133.75 feet; thence N44°20'56"W, 50.07 feet; thence N16°48'13"W, 69.04 feet; thence N03°01'52"W, 278.40 feet; thence N14°33'52"W, 114.92 feet; thence N22°45'12"W, 113.34 feet; thence N29°19'38"W, 208.90 feet; thence N62°23'01"W, 169.29 feet; thence N17°28'35"E, 355.11 feet, to the beginning of a tangent curve, concave westerly, having a radius of 225.00 feet; thence northerly 123.28 feet along the arc of said curve, through a central angle of 31°23'34", to a point of tangency; thence N13°54'59"W, along said tangent, 60.18 feet; thence N76°05'01"E, 41.91 feet; thence S80°09'35"E, 360.16 feet, to the Point of Beginning.

Subject to existing rights-of-way and easements.

Said parcel containing 15.124 acres, more or less.

(ms0228-b)

Robert B. Sheaffer

EXHIBIT A
Page 3 of 7



LEGAL DESCRIPTION OF A PARCEL OF LAND

Lot 4

That Portion of Parcel "A" and "B", as shown and delineated on that certain Record of Survey entitled "A PORTION OF RANCHO ARROYO SECO AND THE CITY OF IONE", filed for record January 12, 1979 in Book 31 of Maps and Plats, at Page 1, et seq, records of Amador County, California, described as follows:

Commencing at California Division of Highways Reference Monument 261 as shown on State Highway Map of Route 104, District 10, Amador County on Sheet 16 of 18; thence N66°54'19"W (Basis of Bearings), 1021.68 feet, to Reference Monument 250 as shown on said Map, Sheet 15 of 18; thence S09°31'51"W, 996.28 feet, to the Point of Beginning; thence S54°05'25"E, 668.25 feet; thence S35°54'35"W, 75.00 feet; thence S22°26'40"W, 173.77 feet; thence S04°55'01"W, 82.01 feet; thence S89°08'04"W, 244.74 feet; thence S61°08'04"W, 174.53 feet; S33°08'04"W, 331.38 feet; thence S14°41'58"W, 31.62 feet; thence S33°08'04"W, 60.00 feet; thence S67°32'10"W, 127.05 feet; thence S30°56'47"W, 99.19 feet; thence S05°38'36"E, 322.06 feet; thence S14°31'49"W, 139.69 feet; thence S68°33'10"W, 359.61 feet; thence S16°04'52"W, 169.89 feet; thence S27°44'19"E, 70.13 feet; thence S86°29'31"E, 100.00 feet; thence N74°21'05"E, 143.04 feet; thence N71°25'35"E, 198.13 feet; thence S44°55'54"E, 91.54 feet; thence S17°42'03"E, 74.16 feet; thence S00°16'17"W, 129.64 feet; thence S58°54'24"W, 107.94 feet; thence S68°01'37"W, 452.88 feet; thence S75°04'30"W, 169.24 feet; thence N24°11'26"W, 100.54 feet; thence N38°51'43"W, 112.77 feet; thence N71°46'35"W, 147.08 feet; thence N02°25'18"E, 346.51 feet; thence N09°25'02"W, 153.81 feet; thence N24°58'41"W, 334.59 feet; thence N07°49'08"W, 65.64 feet; thence N09°32'50"E, 942.00 feet; thence S75°59'02"E, 198.15 feet; thence N17°08'37"E, 377.17 feet; thence N67°42'43"W, 97.12 feet; thence N12°42'43"W, 327.74 feet; thence N65°22'24"E, 548.14 feet; to the beginning of a tangent curve concave northwesterly, having a radius of 545.00 feet; thence northeasterly 104.34 feet along the arc of said curve, through a central angle of 10°58'08", to a point of reverse curvature, having a radius of 20.00 feet; thence easterly 28.16 feet along the arc of said reverse curve, through a central angle 80°39'33", to a point of reverse curvature, having a radius of 780.00 feet; thence southeasterly 124.62 feet along the arc of said reverse curve, through a central angle of 9°09'14", to a point of tangency; thence S54°05'25"E, along said tangent, 444.11 feet; thence S35°54'35"W, 125.00 feet, to the Point of Beginning.

Subject to existing rights-of-way and easements.

Said parcel containing 63.066 acres, more or less.

(ms0224-b)

LEGAL DESCRIPTION OF A PARCEL OF LAND

Lot 5

That Portion of Parcel "B" as shown and delineated on that certain Record of Survey entitled "A PORTION OF RANCHO ARROYO SECO AND THE CITY OF IONE", filed for record January 12, 1979 in Book 31 of Maps and Plats, at Page 1, et seq, records of Amador County, California, described as follows:

Commencing at California Division of Highways Reference Monument 261 as shown on State Highway Map of Route 104, District 10, Amador County on Sheet 16 of 18; thence N66°54'19"W (Basis of Bearings), 1021.68 feet, to Reference Monument 250 as shown on said Map, Sheet 15 of 18; thence S01°23'24"W, 2749.17 feet, to the Point of Beginning; thence S16°55'58"E, 85.56 feet; thence S26°22'37"E, 126.97 feet; thence S39°07'03"E, 567.26 feet; thence N86°40'11"E, 78.92 feet, to a point in a non-tangent curve, the center of said curve bears S86°40'11"W, 270.00 feet; thence southerly 43.41 feet along the arc of said curve, through a central angle of 9°12'46", to a point of tangency; thence S05°52'57"W, along said tangent, 322.15 feet, to the beginning of a tangent curve concave westerly, having a radius of 670.00 feet; thence southerly 91.60 feet along the arc of said curve, through a central angle of 7°50'00", to a point of tangency; thence S13°42'57"W, along said tangent, 122.91 feet; thence N76°17'03"W, 325.00 feet; thence N13°42'57"E, 176.92 feet; thence N17°42'03"W, 991.79 feet; thence N85°28'14"E, 136.45 feet, to the Point of Beginning.

Subject to existing rights-of-way and easement.

Said Parcel containing 7.801 acres, more or less.

(ms0225-b)

Robert B. Sheaffer



LEGAL DESCRIPTION OF A PARCEL OF LAND

Lot 6

That Portion of Parcel "A" and "B" as shown and delineated on that certain Record of Survey entitled "A PORTION OF RANCHO ARROYO SECO AND THE CITY OF IONE", filed for record January 12, 1979, in Book 31 of Maps and Plats, at Page 1, et seq, records of Amador County, California, described as follows:

Commencing at California Division of Highways Reference Monument 261 as shown on State Highway Map of Route 104, District 10, Amador County on Sheet 16 of 18; thence N66°54'19"W (Basis of Bearings), 1021.68 feet, to Reference Monument 250 as shown on said Map, Sheet 15 of 18, thence S46°53'21"E, 254.30 feet, to the Point of Beginning, in the southwest right-of-way line of State Highway Route 104; thence S66°57'58"E, along said southwest line 581.76 feet; thence S64°23'14"E, 222.24 feet, to a point in a non-tangent curve, the center of said curve bears S23°02'03"W, 1930.05 feet; thence southeasterly 702.52 feet along the arc of said curve and said southwesterly line, through a central angle of 20°51'18"; thence S27°39'43"W, along said southwesterly line, 20.00 feet; thence S62°19'53"E, along said southwesterly line, 64.52 feet, to a point in a non-tangent curve, the center of said curve bears S45°53'41"W, 1930.05 feet; thence southeasterly 401.57 feet along the arc of said curve, through a central angle of 11°55'16", to a point of tangency; thence S32°11'03"E, along said southwesterly line, 363.89 feet; thence S33°49'15"E, along said southwesterly line, 340.07 feet; thence N68°42'01"W, along the northerly line of "Preston Subdivision" according to Book 2 of Subdivisions, at Page 15, records of Amador County, 207.40 feet; thence N82°03'19"W, along said northerly line, 145.20 feet; thence N40°27'13"W, along said northerly line, 110.19 feet; thence N70°59'38"W, along said northerly line, 217.10 feet; thence S62°27'33"W, along said northerly line, 217.08 feet; thence S16°01'06"W, along said northerly line, 20.47 feet; thence N73°58'55"W, 203.94 feet; thence S65°18'49"W, 111.23 feet; thence S12°49'49"W, 138.66 feet; thence S05°05'10"E, 215.06 feet; thence S26°09'56"E, 127.11 feet; thence N60°13'19"E, 125.00 feet, to a point in a non-tangent curve, the center of said curve bears N60°13'19"E, 375.00 feet; thence southeasterly 115.00 feet along the arc of said curve, through a central angle of 17°34'15"; thence S46°22'06"W, 339.44 feet; thence S49°04'50"W, 767.64 feet; thence S82°34'40"W, 76.29 feet; thence N43°03'38"W, 36.22 feet; thence N39°07'03"W, 232.87 feet; thence N10°14'11"W, 54.81 feet; thence N07°01'12"E, 55.16 feet; thence N26°03'35"E, 40.73 feet; thence N34°08'04"E, 811.40 feet; thence N23°04'06"E, 25.06 feet; thence N55°51'56"W, 120.19 feet, thence N34°08'04"E, 42.97 feet, to the beginning of a tangent curve, concave northwesterly, having a radius of 380.00 feet; thence northerly 207.81 feet along the arc of said curve, through a central angle of 31°19'59"; thence N72°48'40"E, 177.60 feet; thence S66°42'22"E, 134.19 feet; thence N65°18'49"E, 143.16 feet; thence N17°36'28"E, 375.21 feet; thence N54°53'39"W, 581.06 feet; thence S79°03'44"W, 557.46 feet; thence S35°54'35"W, 65.00 feet; thence N54°05'25"W, 315.83 feet; thence N23°01'38"E, 693.12 feet, to the Point of Beginning.

Subject to existing rights-of-way and easements.

Said parcel containing 44.033 acres, more or less.

(ms0232-b)

Robert B. Sheaffer
EXHIBIT A
Page 6 of 7



BOOK 0613 PAGE 203

LEGAL DESCRIPTION OF A PARCEL OF LAND

Lot 7

That Portion of Parcel "B" as shown and delineated on that certain Record of Survey entitled "A PORTION OF RANCHO ARROYO SECO AND THE CITY OF IONE", filed for record January 12, 1979 in Book 31 of Maps and Plats, at Page 1, et seq, records of Amador County, California, described as follows:

Commencing at California Division of Highways Reference Monument 261 as shown on State Highway Map of Route 104, District 10, Amador County, on Sheet 16 of 18; thence N66°54'19"W (Basis of Bearings), 1021.68 feet, to Reference Monument 250 as shown on said Map, Sheet 15 of 18, thence S30°28'06"E, 2852.74 feet, to the Point of Beginning; thence S48°51'08"E, 192.42 feet; thence S75°01'59"E, 151.58 feet, thence S14°58'01"W, 512.19 feet; thence S25°00'44"W, 231.67 feet; thence S19°37'49"W, 363.90 feet; thence S83°41'26"W, 325.49 feet; thence S63°35'48"W, 570.75 feet; thence N13°42'57"E, 146.90 feet; thence N48°11'53"E, 681.80 feet; thence N32°05'44"E, 110.33 feet; thence N15°59'36"E, 164.24 feet; thence N37°03'04"E, 174.60 feet to the Point of Beginning.

Subject to existing rights-of-way and easements.

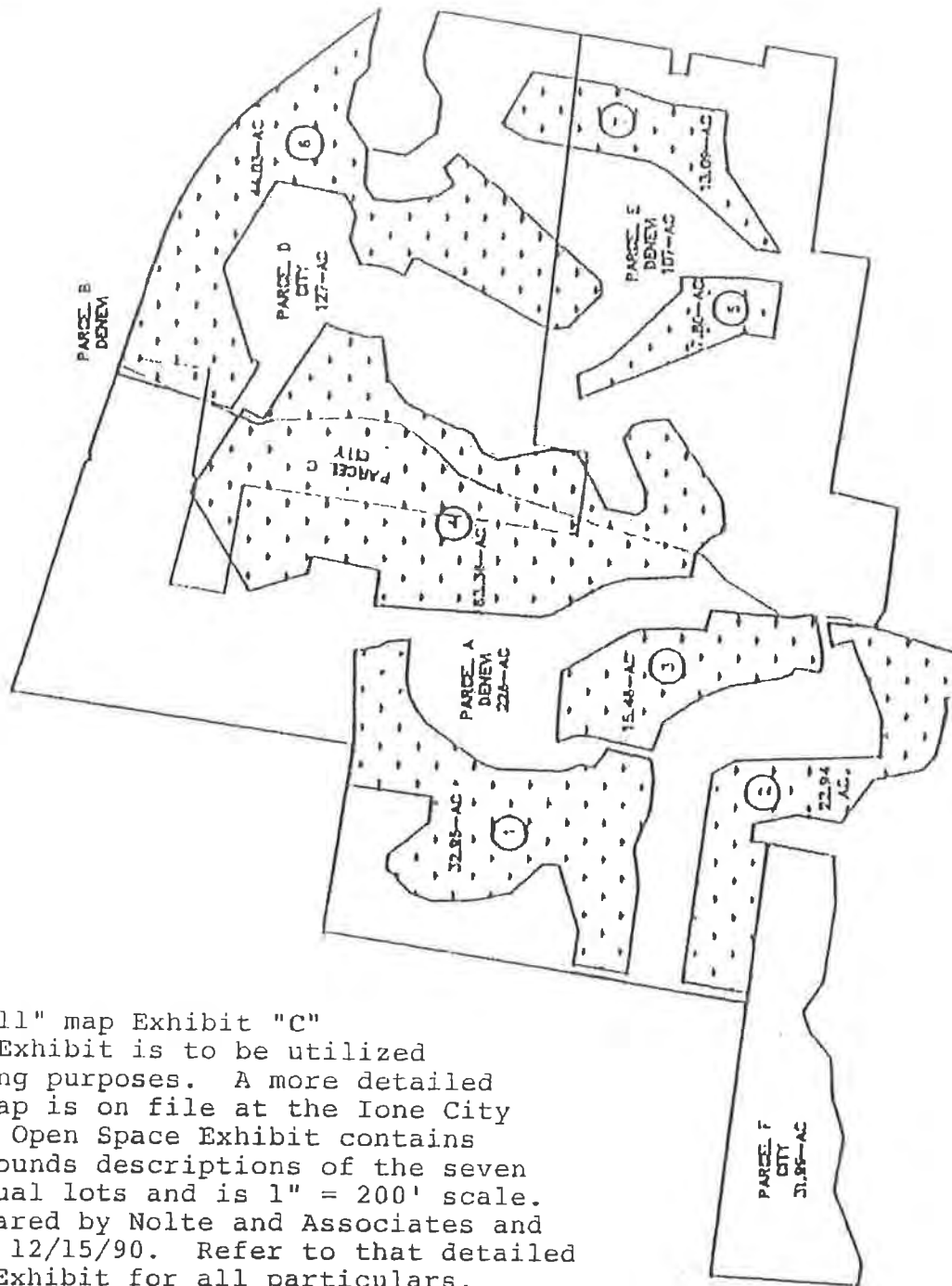
Said parcel containing 12.708 acres, more or less.

(ms0226-b)

Robert Sheaffer



EXHIBIT B



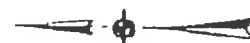
31-M-2

This 8½" x 11" map Exhibit "C" Open Space Exhibit is to be utilized for recording purposes. A more detailed 36" x 42" map is on file at the Ione City Hall. That Open Space Exhibit contains metes and bounds descriptions of the seven (7) individual lots and is 1" = 200' scale. It was prepared by Nolte and Associates and was amended 12/15/90. Refer to that detailed Open Space Exhibit for all particulars.



SCALE 1" = 1000'

EXHIBIT B
OPEN SPACE EXHIBIT



0612-258

**LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN THE CITY OF IONE AND PORTLOCK INTERNATIONAL**

THIS AGREEMENT, ("Agreement") made and entered into this 15th day of October, 2013, ("Effective Date") by and between CITY OF IONE, a municipal corporation of the State of California (hereinafter referred to as "City"), and PORTLOCK INTERNATIONAL LTD, a California Corporation, (hereinafter referred to as "Contractor");

WITNESSETH:

WHEREAS, Contractor and the City are both interested in the appropriate landscape maintenance of the common areas at the front of the Castle Oaks Subdivision, specifically the Castle Oaks frontage on Highway 104 and the median strip along Castle Oaks Drive as outlined on Exhibit A; and

WHEREAS, the City has assessed several different options for landscape maintenance, including plant and turf care including trimming, pruning, fertilization, weed control, and maintenance of the irrigation system, of the area outlined on Exhibit A; and

WHEREAS, Contractor has volunteered its services at a rate of \$835 per month when compared with other professional landscape maintenance options which ranged from \$2,400 to \$3,400 per month;

NOW THEREFORE, IT IS MUTUALLY AGREED between the City and Portlock as follows:

1. Term of Agreement.

This Agreement shall commence on the effective date and shall remain in effect for a period of two (2) years. This contract can be renewed for a subsequent term of two (2) years upon the mutual agreement of the parties. Contractor shall have a continuing obligation, after said contract period, to comply with any provision of this Agreement intended for the City's protection or benefit, or that that, by its sense and context, is intended to survive the completion, expiration or termination of this Agreement.

2. Scope of Work.

Contractor shall perform all of the services set forth above.

3. Consideration and Terms of Payment.

The consideration for all services performed or supplied by Contractor under this Agreement shall be paid by the City as follows:

3.1. Total Obligation.

The City's total obligation to Contractor under this Agreement, including compensation for goods, services, and reimbursable expenses, shall not exceed a flat fee of \$20,040 for the two year term without the prior written approval of the City.

3.2. Frequency of Invoicing and Terms of Payment.

Contractor shall submit invoices upon completion of the work each month. The City shall pay such invoices consistent with Section 4.5.

4. General Terms and Conditions.

The terms and conditions contained in this Agreement shall govern and shall take precedence over any different or additional terms and conditions that Contractor may have included in any documents attached to or accompanying this Agreement. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by both parties.

4.1. Choice of Law, Forum Selection, Entire Agreement, and Amendment.

This Agreement shall be construed under California law (without regard for choice-of-law considerations) and the policies and procedures of the City, as amended from time to time. Any action arising out of this Agreement shall be heard by a state court in California. For this purpose, Contractor specifically consents to jurisdiction in Amador County. This Agreement constitutes the entire agreement and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. The City shall not be bound by any amendment to this Agreement unless such amendment has been signed by the City's Director of Purchasing Services.

4.2. Warranty.

Contractor expressly warrants and guarantees that the services performed under this Agreement will be of the highest professional standards and quality. If this warranty is breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered by the City and any other persons, and to defend, indemnify, and hold harmless the City and its regents, faculty members, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by the City.

4.3. Assignment.

The Contractor may not assign any obligations of this Agreement without the prior written consent of the City. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Agreement. This Agreement shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Agreement shall be void. Notwithstanding any notice of assignment, City's tender of payment to the Contractor named herein, or to any person reasonably believed by City to be entitled to payment, shall satisfy City's obligation to pay, and in no event shall City be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

4.4 Use of City Name or Logo.

Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the City or the name of any representative of the City in any sales promotion work or advertising, or any form of publicity, without the written permission of the City in each instance.

4.5. Terms of Payment.

Subject to the conditions below, payment shall be made by the City within 30 days upon Contractor's presentation of an invoice for services rendered pursuant to this Agreement. City may withhold payment in whole or in part for services found by the City to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations.

4.6. Termination.

The City may terminate this Agreement in whole or in part for Cause upon thirty (30) days written notice if Contractor fails to comply with any material term or condition of this Agreement, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Agreement. Late delivery of services, or services that are defective or do not conform to the Agreement shall, without limitation, be causes allowing the City to terminate for cause.

4.7. Independent Contractor.

CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE OF THE CITY. NEITHER CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE CITY. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, INCLUDING ALL FEDERAL AND STATE INCOME TAX ON ANY MONIES PAID PURSUANT TO THIS AGREEMENT. CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO TAX WITHHOLDING, WORKER'S COMPENSATION, UNEMPLOYMENT COMPENSATION, OR ANY EMPLOYEE BENEFITS, STATUTORY OR OTHERWISE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE CITY TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF CONTRACTOR, ITS EMPLOYEES, AND AGENTS.

4.8. Non-Waiver.

No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

4.9. Limitation on City Liability.

IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT. THE CITY'S MAXIMUM OBLIGATION UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT SET FORTH IN SECTION 3.1.

4.10. Insurance.

Unless more specific insurance provisions are attached, the following shall apply. At all times during its performance under this Agreement, Contractor shall obtain and keep in force comprehensive general and professional liability insurance, including coverage for death, bodily or personal injury, property damage, including liability and automobile coverages, with limits of not less than one million dollars per claim or occurrence. All such certificates evidencing such insurance shall name the Regents of the City as an additional insured. Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor shall provide all such certificates to the City prior to commencement of services or delivery of goods and shall reference the Contract for Professional Services Number listed on the front of this Agreement when providing such certificates.

4.11. Indemnification.

Contractor agrees to release, defend, indemnify, and hold harmless the City, its Councilmembers, employees and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorney fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties under Section 4.2. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional or willful acts of the City.

4.12. Affirmative Action, Equal Employment Opportunity, and Targeted Group Business.

The City is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor will maintain non-segregated facilities for their employees and not allow their employees to perform services at any segregated facilities under its control. By accepting this Agreement, Contractor certifies that it complies with all applicable federal and state laws as well as City policies related to non-discrimination, equal employment opportunity, and affirmative action.

4.13. Compliance with Laws and Debarment.

Contractor certifies that all services furnished under this Agreement shall comply with all applicable federal, state, and local laws and regulations, as well as City policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Agreement. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal government. Contractor shall notify the City if it becomes debarred or suspended during the term of this Agreement. The City may immediately terminate this Agreement in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by the City in connection therewith.

4.14. Notices/Administration.

Except as otherwise provided in this Agreement, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

All notices to either party under this Agreement shall be promptly delivered to the other party concerning notice of any claim, action or proceeding:

Notice to:	CITY:	PORTLOCK:
	City Manager	William O. Perry, IV
	City of Ione	Portlock International Ltd.
	P.O. Box 328	17 E. Winchester St., Ste.200
	1 E. Main Street	Salt Lake City, Utah 84107
	Ione, CA 95640	

4.15. Acknowledgement.

In signing, the Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to the City is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Agreement and perform its obligation under this Agreement. Contractor must cross out and initial item (2) and notify the City in writing at [address], if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. The Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

Notwithstanding this certification, Contractor hereby acknowledges that the City has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this agreement is executed.

4.16. Severability.

If any provision of this Agreement shall be invalid or unenforceable with respect to any party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Agreement shall be valid and be enforceable to the fullest extent permitted by law.


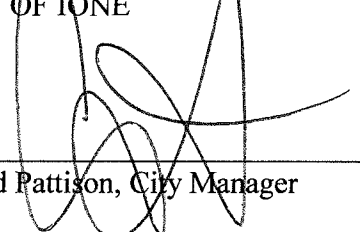
4.17. Survivability.

The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Agreement, including the making of any and all payments hereunder.

4.18 Counterparts

This Agreement may be signed in counterparts and facsimile or electronic signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, the City of Ione, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk; and Contractor has caused this Agreement to be executed by its authorized agent.

<p>PORTLOCK INTERNATIONAL LTD</p> <p>By  <u>FOL</u></p> <p>Dan W. Jepsen, Secretary</p>	<p>CITY OF IONE</p> <p>By  _____</p> <p>Ed Pattison, City Manager</p>
	<p>CITY OF IONE</p> <p>APPROVED AS TO FORM:</p> <p>By _____</p> <p>James D. Maynard, Ione City Attorney</p>

Notwithstanding this certification, Contractor hereby acknowledges that the City has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this agreement is executed.

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This Agreement may be signed in counterparts and facsimile or electronic signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, the City of Ione, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk; and Contractor has caused this Agreement to be executed by its authorized agent.


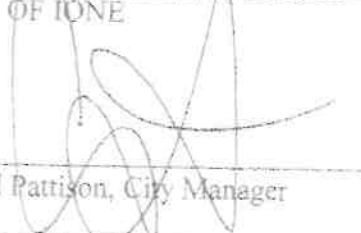

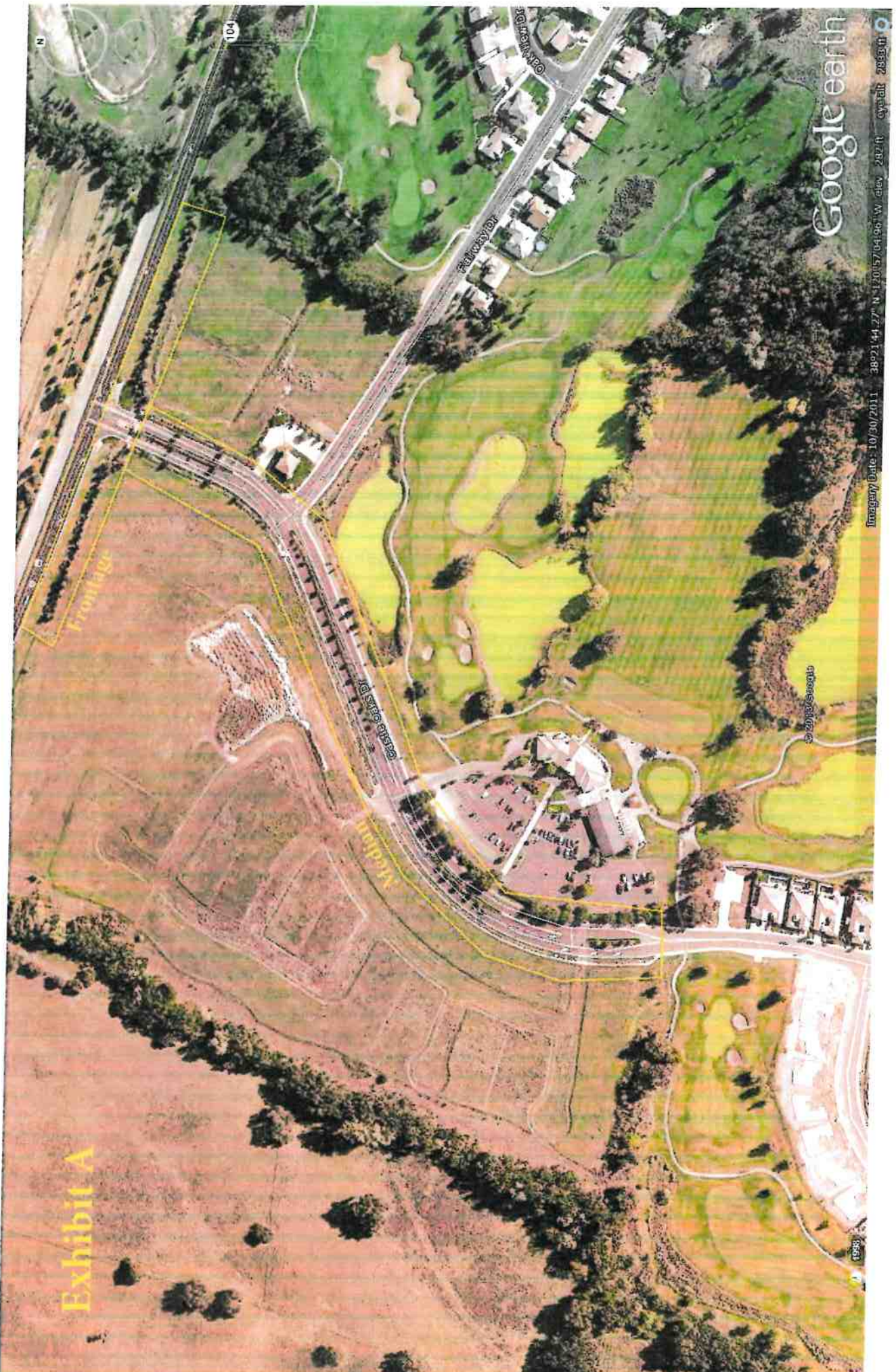
PORTLOCK INTERNATIONAL LTD	CITY OF IONE
By  fel Dan W. Jepsen, Secretary	By  Ed Pattison, City Manager
	CITY OF IONE APPROVED AS TO FORM:  By James D. Maynard, Ione City Attorney

Exhibit A



Google earth

Imagery Date: 10/30/2011 38°21'44.27" N 120°57'04.96" W elev. 2837 ft. eyealt. 2850 ft.



CITY OF IONE
IONE, CA 95640

Agenda Item #H3

DATE: MARCH 19, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: AMY GEDNEY, INTERIM CITY MANAGER

SUBJECT: CITY CLERK POSITION

RECOMMENDED ACTION:

For information and staff direction.

FISCAL IMPACT:

These are to be determined.

BACKGROUND:

Per City policy, Councilmembers Atlan and Wratten requested that this item be placed on the agenda for discussion.

The City Clerk position is an elected position. Attached are the duties of the Clerk as outlined in the Municipal Code. The City Clerk is an integral part of city government, effectively the lynch pin in for operations of the City. As such, the City Clerk receives a monthly stipend in the amount of \$2,200.

To change whether or not the City Clerk position is elected or appointed, a measure would need to be placed on the ballot asking the voters to decide. A timeline to get a measure on the ballot is attached.

DISCUSSION:

Council member Atlan has specifically requested the following questions for discussion:

1. Review of the pay increase resolution given to the city clerk @2016 for doing additional admin work not part of clerk duties. With more staff is this still relevant?
2. Should the clerk and treasurer continue to be elected positions or should they be brought in as staff?

ATTACHMENTS:

- A. City Clerk Duties
- B. Timeline for Ballot Measures

2.08.050 Duties of city clerk.

- A. The salary and hours of the city clerk shall be set by resolution.
- B. Serves as executive secretary to the mayor and city council.
- C. The city clerk shall attend all meetings of the city council and other meetings (unless excused therefrom) and record minutes.
- D. Records city council direction to the various departments during city council meetings and insures appropriate follow-up; including processing council agreements; handling legal advertising.
- E. Coordinating bid openings, as well as receive and open bid documents; and follow-up with notices to proceed, insurance and bonds.
- F. The city clerk shall keep an accurate record of the proceedings of the legislative body in books bearing appropriate titles and devoted exclusively to such purposes, respectively. The book shall have a comprehensive general index and be kept in such a manner that the information therein will be readily accessible and open to the public.
- G. The city clerk shall keep a separate book marked ordinances and a book marked resolution. All ordinances and resolution will be recorded with the city clerk's certificate attached.
- H. The city clerk shall administer oaths or affirmations and take and certify affidavits and depositions pertaining to the city affairs which may be used in any court or proceeding in the state.
- I. The city clerk in conjunction with the city manager, prepare a written agenda for all council meetings. Such agenda shall be produced in a form approved by council and posted in the manner prescribed by state code; coordinates the preparation and distribution of agendas packets and support materials for city council; and other meetings as needed.
- J. The city clerk shall be responsible for the accurate and timely publication and/or posting of all public notices, and mailings.
- K. The city clerk shall perform all duties incumbent upon or invested by the city clerks and such additional duties as may be prescribed by the council or state codes.
- L. Performs clerk duties for the planning commission, attends meetings, prepares a written agenda for all commission meetings, keeping an accurate record of the proceedings.
- M. The city clerk is the custodian of the city seal.
- N. Oversee and supervise all public records requests; notes and submits requests that need to be reviewed by the city attorney before being fulfilled.
- O. Ensure city agreements, contracts, and other legal documents are signed and recorded, associated records and documents are obtained.
- P. Serve as liaison for the city clerk's office with other divisions, departments, outside agencies and the general public; negotiate and resolve sensitive and controversial issues.
- Q. Oversee and manage the city's records management program including developing procedures for records management, retrieval and disposal; maintain, dispose and preserve official city documents and records including resolution, ordinances, deeds, council minutes, agreements and reports in accordance with legal requirements, supervise the storage and protection of the city's permanent records.
- R. Election official for city-municipal ballot measures, referenda, recalls and liaison to the Amador County Election's Office, file state campaign statements and other forms, facilitate compliance with the Fair Political Practices Act; administer state campaign financing and disclosure laws.

- S. City clerk shall be responsible for business licenses and renewals.
- T. Update the municipal code book.
- U. Official fair political practices commission filer.
- V. Swears in municipal officials.
- W. Validates official documents.

(Res. No. 2015-36 , § 1, 6-16-2015; Ord. No. 415, § II, 8-5-2008; Res. No. 1173, § 1, 4-6-1999 ; Ord. 287 § 1, 1988)

MEASURE DUE DATES

The recommended due date for submitting a Measure to our office is 113 days prior to an election. The California Elections Code deadline is 88 days prior to an election, but to accommodate scheduling for placement on the Board of Supervisors' agenda and Federal requirements to print voting materials the recommended due date is needed.

The California Elections Code provides that the County Elections Official shall establish due dates for the filing of Arguments and Rebuttals based on the time reasonably necessary to allow for the 10-calendar day public examination period, and to prepare, print and mail County Voter Information Guides. Each Measure has its own calendar of due dates, determined by the County Elections Official. All original Arguments and Rebuttals, including original signatures of the proponents, for County, School and District Measures must be filed in the Elections Official's office by 5:00 p.m. on the applicable due date.

The Abbreviated Measure Calendar below provides an overview of applicable due dates for County, School and District Measures. This is for informational purposes only. Contact Amador County Elections at (209) 223-6465 or visit www.amadorgov.org/elections for current Measure due dates.

Due dates pertaining to City Measures should be obtained from the particular City involved.

Abbreviated Measure Calendar

Recommended Due Dates		OR	Code Deadlines		
E-113 – E-89	Recommended time frame for local ordinances, resolutions, tax rate statement for bond measure or orders for calling an election to be filed with the Registrar of Voters office.	EC §§ 10401 10402 10403	E-88	Deadline to file ordinances, resolutions, tax rate statement for bond measure or orders for calling an election to be filed with the Registrar of Voters office.	EC §§ 10401 10402 10403
E-82	Impartial analysis due from County Counsel for measures. Not to exceed 500 words in length.	EC § 9180	E-84	Deadline to submit Arguments IN FAVOR OF or AGAINST a local measure. Not to exceed 300 words in length.	EC §§ 9162 9163
E-88	Deadline to submit Arguments IN FAVOR OF or AGAINST a local measure. Not to exceed 300 words in length.	EC §§ 9162 9163	E-74	10-calendar day public review period for Arguments IN FAVOR OF or AGAINST any measure. During this 10-calendar day review period, any person may seek Writ of Mandate or injunction requiring any or all of the material in the Argument IN FAVOR OF or AGAINST to be amended or deleted. All Writs of Mandate must be filed by the end of the 10-calendar day public examination period.	EC §§ 9163 9190
E-88 – E-78	10-calendar day public review period for Arguments IN FAVOR OF or AGAINST any measure. During this 10-calendar day review period, any person may seek Writ of Mandate or injunction requiring any or all of the material in the Argument IN FAVOR OF or AGAINST to be amended or deleted. All Writs of Mandate must be filed by the end of the 10-calendar day public examination period.	EC §§ 9163 9190	E-81	Impartial analysis due from County Counsel for measures. Not to exceed 500 words in length.	EC §§ 9180
E-85	Deadline to submit Rebuttals to Arguments IN FAVOR OF or AGAINST a measure argument. Not to exceed 250 words in length.	EC § 9167	E-81	Deadline to withdraw a measure that has been submitted to the voters of any jurisdiction at an election. The order of election shall not be amended or withdrawn after this date.	EC § 9605
E-84 – E-75	10-calendar day public review period for Rebuttals to Arguments IN FAVOR OF or AGAINST any measure. During this 10-calendar day review period, any person may seek Writ of Mandate or injunction requiring any or all of the material in the Rebuttals to Arguments IN FAVOR OF or AGAINST to be amended or deleted. All Writs of Mandate must be filed by the end of the 10-calendar day public examination period.	EC §§ 9167 9190	E-82	Deadline to submit Rebuttals to Arguments IN FAVOR OF or AGAINST a measure argument. Not to exceed 250 words in length.	EC §§ 9167
E-83	Deadline to withdraw a measure that has been submitted to the voters of any jurisdiction at an election. The order of election shall not be amended or withdrawn after this date.	EC § 9605	E-81 – E-72	10-calendar day public review period for Rebuttals to Arguments IN FAVOR OF or AGAINST any measure. During this 10-calendar day review period, any person may seek Writ of Mandate or injunction requiring any or all of the material in the Rebuttal to Arguments IN FAVOR OF or AGAINST to be amended or deleted. All Writs of Mandate must be filed by the	EC §§ 9167 9190



CITY OF IONE
IONE, CA 95640

Agenda Item #H4

DATE: MARCH 5, 2024

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: AMY GEDNEY, INTERIM CITY MANAGER

SUBJECT: MEMORIAL TREE PROGRAM

RECOMMENDED ACTION:

For information and staff direction.

FISCAL IMPACT:

These are to be determined.

BACKGROUND:

Per City policy, Mayor LaFayne and Vice Mayor Wratten requested that this item be placed on the agenda.

DISCUSSION:

Attached is Mayor LaFayne's initial memorandum regarding a memorial bench/tree program. Staff believes this is a good idea to establish standards and concurs with Mayor LaFayne's items listed in the memorandum. Below are some concerns identified by staff.

1. The trees that are lost in the park are hazard trees and the area is over populated and needs thinning out to maintain a healthy environment for the park, along with the Fire safety hazard (High Severity Zones and the loss of fire insurance issues) we must be careful , most of the trees that have fallen were saplings or suckers that were causing heavy brush build up and taking water from the healthier trees.
2. We need to consider a horticulturist or the Amador county Master Gardeners for input on the type of tree for the area of the city it is to be planted due to our climate and variations in soil, and the lack of water.
3. The Benches are a great idea and well needed, but will require cement bases and a review for ADA access.
4. Will there be a fund or a longevity grant set up for the upkeep and maintenance and to address vandalism and graffiti that occurs regularly?

5. I like the school involvement - we need to check with both principals to ensure they will agree to participate.
6. Once these benches and trees are established a long-term plan must be in place to cover the life time cost of the projects.

Staff is requesting direction.

ATTACHMENTS:

- A. Email from Mayor LaFayne
- B. Attachment from Mayor LaFayne

Amy Gedney

Subject: FW: Memorial Bench & Tree Program

From: Alison LaFayne <alafayne@ione-ca.com>
Sent: Tuesday, February 27, 2024 12:20 PM
To: Ken Mackey <Kmackey@ione-ca.com>; Amy Gedney <agedney@ione-ca.com>
Subject: Re: Memorial Bench & Tree Program

I can send you more information later this afternoon.

From: Ken Mackey <Kmackey@ione-ca.com>
Sent: Tuesday, February 27, 2024 12:18:45 PM
To: Amy Gedney <agedney@ione-ca.com>; Alison LaFayne <alafayne@ione-ca.com>
Subject: Re: Memorial Bench & Tree Program

Yes I would be happy to, is there any additional plans that I can look at , nothing is attached to my email

Ken

From: Amy Gedney <agedney@ione-ca.com>
Sent: Tuesday, February 27, 2024 11:08 AM
To: Alison LaFayne <alafayne@ione-ca.com>
Cc: Ken Mackey <Kmackey@ione-ca.com>
Subject: RE: Memorial Bench & Tree Program

Thanks. This looks good and a good idea to have the standards. Ken, can you look this over and provide any input- particularly looking at maintenance etc.

From: Alison LaFayne <alafayne@ione-ca.com>
Sent: Tuesday, February 27, 2024 10:25 AM
To: Amy Gedney <agedney@ione-ca.com>; Diane Wratten <dwratten@ione-ca.com>; apinasco@neumiller.com; Dan Traxler <dtraxler@ione-ca.com>; Fern Day <fday@ione-ca.com>
Subject: Memorial Bench & Tree Program

Good morning everyone,

Over the past few months, myself and others have been helping the Owen Family with various issues victims of crime find themselves up against. During this time they expressed interest in a memorial

bench. Things went back and forth on location and emotions were high. A location was also difficult for everyone to agree on. Plus, they didn't know how to begin.

Remembering the last proposal for a bench, prompted the attached. I've added a bit more to the concept that could also be of benefit to our Parks.

At our last council meeting discussion was had on how councilmembers could place items on future agendas. We requested the city's protocol manual. In the manual it states the mayor has the authority as well as two council members together at a convened meeting.

I would like this set for the March agenda with a resolution for signature, and then put on the Park & Recreation March Agenda. Once council approves the policy, the Commissioners have full authority to approve an application.

This is a draft and most likely need staff input and possibly collaboration between commissioners to finalize the program.

Thank you, Alison

DRAFT

February 23, 2024

VIA Email Transmission

TO: Amy Gedney, Interim City Manager

CC: Diane Wratten, Vice Mayor
Andy Pinasco, City Attorney
Dan Traxler, Chair of Parks & Recreation
Fern Day, Vice Chair Parks & Recreation

From: Alison Lafayne, Mayor

Requested Agenda Item: Adopting a Memorial Bench & Tree Dedication Policy and Program
March 5, 2024 Meeting-Resolution

General Information

In recent years, the City of Lone has been approached by citizens with a request to place memorial dedication benches to honor loved ones within the City's parks and open space. As such, my suggestion is for the City to establish an informal policy, to include procedures to guide and assist citizens and streamline the process using an approved application. In addition to a bench, I'd like to also suggest the option of including a memorial tree or a stand-alone tree dedicated without a bench.

Our parks lose hundreds of trees per year, and little to none are replaced. Creating a program for both could put a small dent in the loss and would serve to beautify our parks while memorializing community loved ones.

There are several online options available for memorial benches constructed with material that would withstand the outdoor elements, or use a local contractor is also an option. Although cost could be an issue for some. The state program "California Releaf" is a resource the City could consider for tree choices. In addition to guidance with tree choices, planting, maintenance, and care, they also have numerous grant programs to assist in Park preservation, curriculum programs for elementary students to plant trees and more. The Sacramento Tree Foundation currently has an elementary school program called Seed to Seedling. Their curriculum for K6 students includes starting oak tree acorns to a seedling, then they are sent to a nursery, and later planted. It may be something to also consider having our Parks & Recreation program to include a mini children's nature program. Some kids want to be scientist, or future biologist and don't participate in sports.

<http://treetopproducts.com>

<http://pollyproducts.com>

<http://theparkcatalog.com>

<http://californiareleaf.org>

Review Process

Applications would be received and reviewed by the City's Public Works Department consistent with guidelines and specifications to be determined. If approved, the application will be forwarded for review and final consideration to the Parks & Recreation Commission. Once a resolution is passed by City Council, there is no need for further approval. The applicant will be notified of the time and date of the Parks & Recreation meeting.

Memorial Bench Specifications

TBD. All benches and plaques should be consistent in nature, of good quality and made of material that can withstand the outdoor elements. (the links above include choices) The Memorial bench or plaque may require replacement in 15-20 years. If the donated bench or plaque needs replacement, the City will attempt to locate the donor family to see if they wish to pay the replacement costs or the site may be made available for another donor, if they do not wish to pay the replacement costs.

Memorial Tree Specifications

TBD for Zone 9. (consult with arborist) Offer 3 choices.

Location

Applicant may request a specific location but final determination will be made by the City dependent upon various factors including accessibility, maintenance, and care. The City would retain the right to relocate a bench at any time and would contact the donor to discuss alternatives. The City has the final decision.

Application Content

The application should include a detailed description of the memorial bench or tree. Questions should be discussed as to who places the bench or plants the tree. Who prepares ground, who is in charge of ongoing maintenance and care. If either are damaged, who is responsibility for repair or replacement.

Having benches throughout the City provide a place to slow down, enjoy the outdoors and visit with friends and family. The applicant would be responsible for the cost, and all maintenance and care and outlined in the policy and identified on the application.

Obviously this is the starting point and the final result would be established in collaboration with all members of Parks & Recreation and final approval of the policy by City Council.



CITY OF IONE
IONE, CA 95640

Agenda Item #H5

DATE: MARCH 19, 2024

TO: AMY GEDNEY, INTERIM CITY MANAGER

FROM: KEN MACKEY, INTERIM SUPERINTENDENT OF PUBLIC WORKS

SUBJECT: DISCUSSION REGARDING THE PURCHASE OR LEASE OF A TRACTOR FOR ED HUGHES MEMORIAL ARENA

BACKGROUND:

The Ed Hughes horse arena located at Howard Park several months ago lost the grooming tractor due to the engine having a major mechanical failure, leaving the city with the ability to properly groom the arena for events or rentals, leaving the arena unsafe for use to the animals.

Repairs to the current tractor will be very costly and parts are difficult to locate, and is not susceptible for the grooming of the arena.

DISCUSSION:

The other tractor used was a 40HP , after researching with other local Equestrian center maintenance and arena groomers, based on the size of the arena and the grooming device, it was advised that we should have a minimum of a 60 HP but recommended an 80 to 100 HP without attachments, other than rear hook ups to assure that this tractor would be limited to, and assigned to the house arena only, to assure the tractor will only be used for the arena.

If there is a need for other tractor functions arise we can use the two other tractors within the public works inventory.

FISCAL IMPACT:

Public works, Parks department, replacement item, high priority need request for budget adjustment of \$ 56,999 to approx. \$ 80,000

We do have one of the bids that offers us through Sourcewell for participating governmental agencies, in which the City of Ione is a part of and qualifies for this discount pricing.

RECOMMENDED ACTION:

Purchase one of the tractors listed in the attachments, after the Council has the opportunity to review and discuss.

ATTACHMENTS:

- A. Attached bid information and photos

**CITY OF IONE
DEPARTMENT OF PUBLIC WORKS**

QUOTE REQUEST

February 27,2024

The City of Ione Department of Public works is asking for you to submit a quote for a tractor to be used as a Equestrian center arena to for grooming and maintenance of the arena.

The Arena is 157 ft x 245 ft in size and uses a groomer 98 inches x 64 inches with 12 “ rippers

The tractor horse power need to be 90 to 115 hp with 4 wheel drive capability

Front bucket not required only the rear attachments

Please submit a bid price, warranty , and any lease or payment options that may be available

Thanks in advance , please feel free to contact me if there are any questions at kmackey@ione-ca.com or 209-256-4498

Please submit by 3/5/2024

Ken A. Mackey
Public works Sup – Interim
City of Ione Department of Public Works



ED MCCASKEY
MEMORIAL ARENA

Handicapped parking sign





JONE EQUESTRIAN
MULTI-PURPOSE CENTER

At Hughes
Ranch Area
June 24

Don't miss this

Quote Id: 30536436

Prepared For:
CITY OF IONE

Prepared By: **Simran Dhillon**

Belkorp Ag, LLC
2413 Crows Landing Road
Modesto, CA 95358

Tel: 209-538-3831
Fax: 209-538-9220
Email: sdhillon@belkorpag.com

Quote Summary**Prepared For:**

CITY OF IONE
5 MILE DRIVE & MARLETT AVE
IONE, CA 95640

Prepared By:

Simran Dhillon
Belkorp Ag, LLC
2413 Crows Landing Road
Modesto, CA 95358
Phone: 209-538-3831
sdhillon@belkorpag.com

Quote Id: 30536436
Created On: 13 March 2024
Last Modified On: 13 March 2024
Expiration Date: 12 April 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2021 JOHN DEERE 5115M Utility Tractor - 1LV5115MLNM104198	\$ 75,854.24	\$ 64,895.00 X	1 =	\$ 64,895.00

Equipment Total	\$ 64,895.00
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Quote Summary

Equipment Total	\$ 64,895.00
CA Tire Fee	\$ 7.00
Convenience CC Fee two and half percent	\$ 0.00
SubTotal	\$ 64,902.00
Sales Tax - (7.75%)	\$ 5,585.62
Est. Service Agreement Tax	\$ 0.00
Total	\$ 70,487.62
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 70,487.62

Salesperson : X _____**Accepted By : X** _____

Selling Equipment

Quote Id: 30536436

Customer: CITY OF IONE

2021 JOHN DEERE 5115M Utility Tractor - 1LV5115MLNM104198

Hours: 0
Stock Number: 45753

Suggested List

\$ 75,854.24

Selling Price

\$ 64,895.00

Code	Description	Qty	Unit	Extended
254CLV	2021 JOHN DEERE 5115M NA	1	\$ 76,922.00	\$ 76,922.00
Standard Options - Per Unit				
0202	UNITED STATES	1	\$ 0.00	\$ 0.00
0409	5M ENGLISH OM	1	\$ 0.00	\$ 0.00
1380	16F/16R PR W/O CREEP	1	\$ 0.00	\$ 0.00
2010	STANDARD IOOS NA	1	\$ 0.00	\$ 0.00
2100	STANDARD MECH SEAT MY18	1	\$ 0.00	\$ 0.00
2400	LESS INSTRUCTIONAL SEAT	1	\$ 0.00	\$ 0.00
2500	LESS REAR VIEW MIRRORS	1	\$ 0.00	\$ 0.00
3010	SIDE EXHAUST	1	\$ 573.00	\$ 573.00
3326	SCV TRIPLE REAR	1	\$ 1,007.00	\$ 1,007.00
3400	LESS MID SCV	1	\$ -1,067.00	\$ -1,067.00
3820	REAR PTO 2 SPEED	1	\$ 0.00	\$ 0.00
4010	MECHANICAL HITCH	1	\$ 0.00	\$ 0.00
4110	TELESCOPING DRAFT LINKS	1	\$ 0.00	\$ 0.00
4160	LH ONLY ADJ LIFT LINKS	1	\$ 0.00	\$ 0.00
4210	MECHANICAL CENTER LINK	1	\$ 0.00	\$ 0.00
4420	LH AND RH STABILIZER BAR	1	\$ 0.00	\$ 0.00
5192	19.5L-24 IN.10PR GY	1	\$ -2,297.00	\$ -2,297.00
5999	NO REAR TIRE BRND PREFERENCE	1	\$ 0.00	\$ 0.00
6040	FRONT AXLE MFWD	1	\$ 0.00	\$ 0.00
6133	12.5/80-18 12PR I3	1	\$ -1,777.00	\$ -1,777.00
6799	NO FRNT TIRE BRND PREFERENCE	1	\$ 0.00	\$ 0.00
8955	5M FRONT WEIGHT SUPPORT	1	\$ 209.00	\$ 209.00
Standard Options Total				\$ -3,352.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 1,601.00	\$ 1,601.00
	Setup	1	\$ 400.00	\$ 400.00
	MDF	1	\$ 283.24	\$ 283.24
Other Charges Total				\$ 2,284.24
Suggested Price				\$ 75,854.24
Customer Discounts				
Customer Discounts Total			\$ -10,959.24	\$ -10,959.24



Selling Equipment

Quote Id: 30536436

Customer: CITY OF IONE

Total Selling Price	\$ 64,895.00
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Quote Summary

Prepared For:
CITY OF IONE
1 E MAIN ST
IONE, CA 95640

Prepared By:
Don Juvet
Pape Machinery, Inc.
2100 E Main Street
Woodland, CA 95776
Phone: 530-662-4637
djuvet@papemachinery.com

MACHINE RUNS GREAT AND WAS JUST GIVEN A 2000HR
SERVICE BY THE HARRISBURG SERVICE DEPARTMENT.
MAJORITY OF THE HOURS ON THE MACHINE WERE USED IN
MOWING OPERATIONS.

Quote Id: 30449525
Created On: 28 February 2024
Last Modified On: 28 February 2024
Expiration Date: 06 March 2024

Equipment Summary	Selling Price	Qty	Extended
2011 JOHN DEERE 5095M TRACTOR - 1LV5095MEBJ336236	\$ 39,099.00 X	1 =	\$ 39,099.00

Equipment Total	\$ 39,099.00
------------------------	---------------------

Quote Summary

Equipment Total	\$ 39,099.00
SubTotal	\$ 39,099.00
Sales Tax - (7.25%)	\$ 2,834.68
Total	\$ 41,933.68
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 41,933.68

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 30449525

Customer: CITY OF IONE

2011 JOHN DEERE 5095M TRACTOR - 1LV5095MEBJ336236

Hours: 1967

Stock Number: BJ336236

Code	Description	Qty
1930LV	2011 JOHN DEERE 5095M TRACTOR	1
Standard Options - Per Unit		
	Configuration: Standard	1
	Partial Power Shift	1
	MFWD	1
	Rear PTO: 540	1
	Tire Width: Mid	1
	Loader Ready	1
	MFWD (4 Wheel Drive)	1
	Deluxe Isolated Open Operator Station	1
	Vertical Exhaust	1
	16F/16R PowrReverser Transmission - 540/540E	1
	Electrohydraulic (EH) with remote LH fender control	1
	Triple Rear Deluxe Valve with Lever Controls	1
	Triple Mid Valve with Joystick Control	1
	3-Point Hitch with Telescoping Draft Links	1
	16.9-30 In. 6PR R1 Bias	1
	11.2-24 In. 6PR R1 Bias	1
	Front Weight Support - 187 Lbs.	1
Other Charges		
	Freight	1
	Deliver Charge	1



Quote Summary

Prepared For:
CITY OF IONE
1 E MAIN ST
IONE, CA 95640

Prepared By:
Don Juvet
Pape Machinery, Inc.
2100 E Main Street
Woodland, CA 95776
Phone: 530-662-4637
djuvet@papemachinery.com

Machine on order, Due in mid April

Quote Id: 30450051
Created On: 28 February 2024
Last Modified On: 28 February 2024
Expiration Date: 06 March 2024

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 5090E Open Operator Station Tractor - 30449525	\$ 57,500.00 X	1 =	\$ 57,500.00
Equipment Total			\$ 57,500.00

Quote Summary

Equipment Total	\$ 57,500.00
SubTotal	\$ 57,500.00
Sales Tax - (7.25%)	\$ 4,168.75
Total	\$ 61,668.75
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 61,668.75

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 30450051

Customer: CITY OF IONE

JOHN DEERE 5090E Open Operator Station Tractor - 30449525

Hours:

Stock Number:

Code	Description	Qty
08AJP	5090E Open Operator Station Tractor	1
Standard Options - Per Unit		
182A	Less AutoTrac™/ Less ISOBUS	1
183N	JDLink™ Modem	1
0202	United States	1
0409	English Operator's Manual	1
0500	Less Package	1
1381	12F x 12R PowrReverser™ Transmission	1
1799	Less Loader Prep Package	1
1950	Less Application	1
2000	Open Operator Station	1
2110	Mechanical Suspension Seat	1
3020	Vertical Exhaust	1
3330	Triple Stackable Rear Valve with Lever Controls	1
3400	Less Mid Valves	1
3820	Two Speed PTO - 540/540E rpm	1
5192	19.5L-24 In. 10PR R4 Bias	1
6040	MFWD (Mechanical Front Wheel Drive) Front Axle	1
6133	12.5/80-18 10PR I3(R4 TYPE)	1
Technology Options		
1900	Less Display	1
1880	Less Receiver	1
Other Charges		
	Freight	1
	Setup	1
	Deliver Charge	1

Quote Summary

Prepared For:
CITY OF IONE
1 E MAIN ST
IONE, CA 95640

Prepared By:
Don Juvet
Pape Machinery, Inc.
2100 E Main Street
Woodland, CA 95776
Phone: 530-662-4637
djuvet@papemachinery.com

MACHINE RUNS GREAT AND WAS JUST GIVEN A 2000HR
SERVICE BY THE HARRISBURG SERVICE DEPARTMENT.
MAJORITY OF THE HOURS ON THE MACHINE WERE USED IN
MOWING OPERATIONS.

Quote Id: 30449850
Created On: 28 February 2024
Last Modified On: 28 February 2024
Expiration Date: 06 March 2024

Equipment Summary	Selling Price	Qty	Extended
2023 JOHN DEERE 5075E Open Operator Station Utility Tractor - 1PY5075ETPR127604	\$ 48,500.00 X	1 =	\$ 48,500.00
Equipment Total			\$ 48,500.00

Quote Summary

Equipment Total	\$ 48,500.00
SubTotal	\$ 48,500.00
Sales Tax - (7.25%)	\$ 3,516.25
Total	\$ 52,016.25
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 52,016.25

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 30449850

Customer: CITY OF IONE

2023 JOHN DEERE 5075E Open Operator Station Utility Tractor - 1PY5075ETPR127604

Hours: 1
Stock Number: PR127604

Code	Description	Qty
08C0LV	JOHN DEERE TRACTOR,MFWD,PRT, OOS,R4	1

Standard Options - Per Unit

V183B	LESS JDLINK HARDWARE	1
V0202	UNITED STATES - COUNTRY CODE	1
V0409	5E ENGLISH OM	1
V0500	LESS PACKAGE	1
V1381	5E 12/12 PR TRANS	1
V1725	LOADER PREP PACKAGE	1
V2006	5E OOS MFWD	1
V3310	5E SNGL MEC STAC REAR SCV	1
V3430	5E TRPL MID SCV	1
V5184	16.9-24 6PR R4 BIAS	1
V6040	5E MFWD	1
V6133	12.5/80-18 6PR I3 BIAS	1

Other Charges

Deliver Charge	1
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POWERSTAR™ SERIES

PowerStar™ 75 | PowerStar™ 90 | PowerStar™ 100

PowerStar™ 110 | PowerStar™ 120



An unbeatable combination of power, utility, and comfort.

For decades, the PowerStar™ name has been synonymous with power, utility, and comfort for farmers around the world. Today's lineup is no exception. Whether you need a basic utility tractor to rake hay or tend to a few horses, or a daily workhorse to do the morning chores and then head back to the fields, a PowerStar tractor will meet your needs without compromising the star qualities its name symbolizes.

Five stars of utility

No matter which model you choose, all five PowerStar tractors deliver the power required to effortlessly tackle jobs in the fields and around the barnyard. Choose a 2WD or 4WD front axle and an ergonomic cab or ROPS platform coupled with efficient engines and a 12x12 transmission with a column-mounted power shuttle. Get the perfect pairing with a rugged LU Series loader that's installed from the factory.

Model	Engine HP	PTO HP	Standard Transmission
PowerStar™ 75	74	65	12x12 power shuttle
PowerStar™ 90	86	73	12x12 power shuttle
PowerStar™ 100	99	85	12x12 power shuttle
PowerStar™ 110	107	93	12x12 power shuttle
PowerStar™ 120	117	100	12x12 power shuttle



Your new daily driver

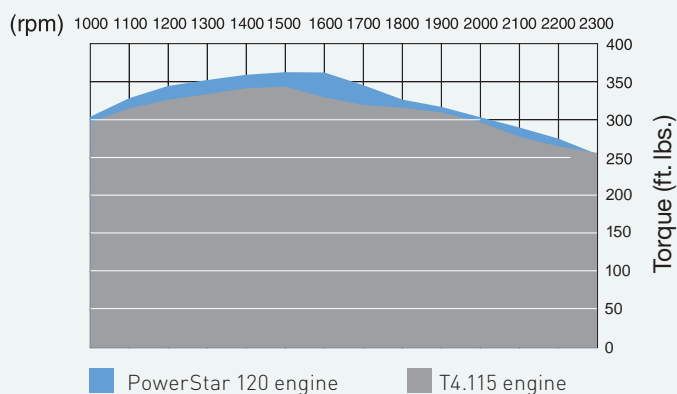
From sunup to sundown, a PowerStar tractor is ready for any job. It all starts with your comfort. The VisionView™ cab has been designed in the virtual world for the realities of the real world. When you climb aboard, you'll immediately notice how the controls you use most frequently are strategically located on the ergonomic Command Arc console on your right. A sloped hood, curved loader arms, and high-visibility panel overhead mean you'll be able to see more of the work. A powerful heating and cooling system, tilt steering column, and full-size folding instructor seat ensure daily comfort.



A greener solution that keeps green in your pocket

PowerStar tractors feature a 207-cubic-inch, four-cylinder turbocharged engine built by Fiat Powertrain Technologies (FPT). All models are compliant with stringent Tier 4B emissions. Unlike some competitors, no diesel particulate filter (DPF) is used, and no regeneration is required. Common rail fuel-injection enhances combustion while simultaneously reducing fuel consumption. Even better, these engines generate more power, torque, and efficiency compared to previous Tier 4A engines and come with an industry-leading 600-hour service interval for less downtime.

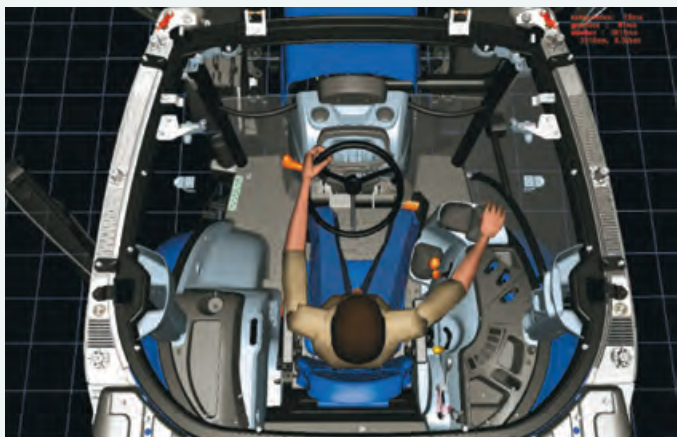
TORQUE CURVE



The VisionView™ cab: Our vision. Your view.

Virtual-reality design and input from operators drove the design of the VisionView™ cab. Our goal was to maximize visibility from every angle and place controls in practical locations to allow you to operate a loader more safely and comfortably. The result is easy to see. Two wide-opening doors guarantee easy entry. The flat floor and suspended pedals enhance comfort. The instrument cluster tilts with the steering column using a simple foot pedal for adjustment. A hinged rear window opens completely with gas struts, while a lower viewing window offers exceptional visibility of rear components and assistance when attaching an implement. Just sit back, relax, and enjoy the panoramic view.





Convenience where you need it most

Ample time was spent considering where to place controls for all-day comfort and ease of operation. The result is the ergonomic Command Arc console. Located to your right on both cab and ROPS platforms, it prioritizes the controls according to which you use most often. You'll never feel like a contortionist in your tractor again.



Seat of power

The standard air-suspension cloth seat with armrests swivels 10° for ultimate comfort. It's available on all cab models. A full-size, self-folding instructor seat is also standard.



Dual-zone comfort

Summer or winter, the dual-zone cooling and heating system keeps you comfortable. Ten repositionable vents maximize air flow, ensuring comfort and fast window defrosting. Adjust settings on the go with convenient B-pillar-mounted controls.



Visibility on high

Stop leaning forward to see your loader at full height with the optional high-visibility panel. It gives you a perfect view of your loader bucket when extended to full height. Open the panel to let fresh air inside the cab. When the sunlight gets too intense, simply extend the integrated sunshade.

Paired for technology

To your right on the B-pillar is the standard, full-size Bluetooth radio with a digital screen. For improved safety and ease of use, add a monitor bar with fully adjustable position settings to place monitors and implement control boxes in your natural line of sight. For greater convenience, two USB plugs and a fabric mesh pocket are integrated near the front of the Command Arc to recharge and store your phone.



A ROPS platform designed for comfort and convenience.

Comfort and convenient control placement still come standard on PowerStar™ tractors featuring a foldable ROPS platform. From the isolator-mounted platform that reduces vibration to the foot pedal that lets you adjust your steering wheel, New Holland ensures that your open-air experience is an enjoyable one.



Deluxe platform with FOPS

A FOPS-certified canopy, 12-volt power socket, clear plastic shielding on the grab rails to protect you from debris, and a rubber floor mat to reduce vibration are included on the deluxe platform.



A true flat-deck platform

Legroom is spacious thanks to the true flat-deck platform and suspended pedals. There is no driveline hump or pedals on the floor preventing you from keeping your feet comfortably flat on the floor.



Smart storage spaces

ROPS models feature additional storage compartments on both fenders since no cab air filters are needed. You can easily access these storage spaces from the platform and ground.



Comfortable seating

For excellent all-day comfort, a vinyl mechanical-suspension seat with armrests comes standard—perfect for open-air work.

Putting the power in PowerStar.™

Power is important for a utility tractor and the PowerStar™ Series delivers—just as its name says. All models feature a 207-cubic-inch, four-cylinder F5C engine built by FPT. To deliver more power and torque to handle your daily chores and fieldwork with ease while simultaneously reducing your fuel bills and emissions, these engines use common rail fuel injection with four valves per cylinder. All PowerStar tractors meet stringent Tier 4B Final emissions requirements without the need for regeneration or a diesel particulate filter (DPF) and feature an industry-leading 600-hour service interval.



Compact HI-eSCR



A greener solution that keeps green in your pocket

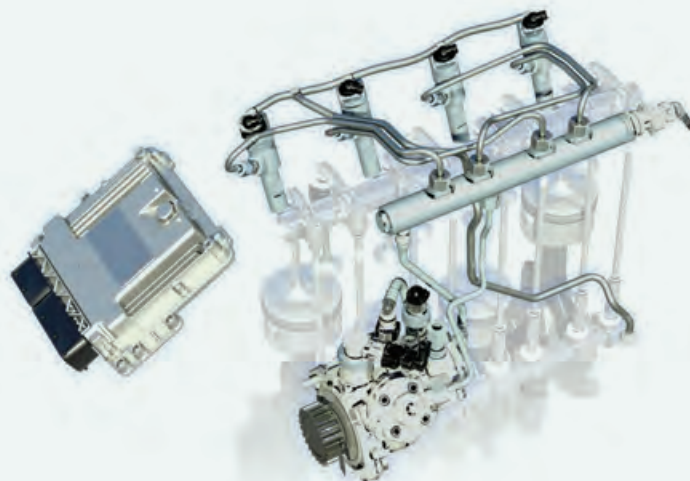
PowerStar tractors are compliant with stringent Tier 4B emissions and generate more power, torque, and efficiency compared to previous Tier 4A engines for more economical and responsive power. Unlike some competitors, no DPF or regeneration is required, which means you get uninterrupted operation all day long. The PowerStar 75 uses a diesel oxidation catalyst (DOC) and cooled exhaust gas recirculation (CEGR) without the use of diesel exhaust fluid (DEF). All other models have an ECOBlue™ Compact Hi-e Selective Catalytic Reduction (eSCR) with light CEGR and a 2.8-gallon (10.6L) DEF tank. Since a utility tractor's dimensions are of vital importance for maneuverability in tight spaces, this system helps the tractor remain compact.



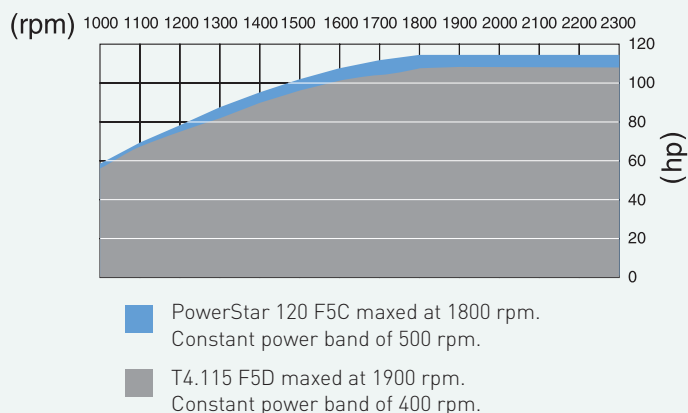
Common rail is common sense

The advanced electronic high-pressure common rail fuel system features the latest in fuel injection technology. An electronic control module is programmed to provide optimum engine performance. Common rail is a necessary component on CEGR engines because the system utilizes precision fueling. Common rail was first introduced to the agricultural industry by New Holland in 2003, and these engines are the latest to reap its rewards. Benefits compared to conventional engines include:

- Reduced engine noise
- Enhanced fuel economy
- Lower emissions
- Higher engine power density
- Better combustion



POWER CURVE



Exceptional fuel economy

Tier 4A engines used in the predecessors to today's PowerStar Series established the benchmark for best-in-class fuel economy. The Tier 4B F5C engine continues the legacy, thanks to common rail fuel injection that provides precision fueling. To put it simply, you maintain performance while controlling your fuel bill. Furthermore, maximum power is achieved at a mere 1,800 RPM and is available up to 2,300 RPM, which is typical for work applications. A flatter torque curve throughout the optimum range provides operational flexibility. Constant engine RPM management on the PowerStar 90 to 120 ensures consistent PTO speed throughout varying conditions to maximize performance and optimize fuel consumption.

Easy servicing

All routine service points are easy to access. Engine oil and fill points are conveniently accessed from the ground without lifting the hood. Underneath the flip-up hood, you can easily access more service points like the cooling package, which swings out to make cleaning fast and easy. The engine air filter is easy to check, clean, and replace. In addition, all PowerStar tractors benefit from industry-leading 600-hour service intervals.



Find just the right speed with tractor-tailored gearing.

You'll find the ideal speed with the gears you need on the standard 12x12 transmission, which features four synchronized gears in three ranges. The power shuttle is conveniently located on the left side of the steering column—perfect for loader work where direction changes are frequent.



Column-mounted shuttle

The power shuttle lever is located on the left-hand side of the steering console and features a dedicated forward, neutral, and reverse position. It makes direction changes easy, especially during loader applications or when working in confined spaces.

12x12 speeds with 4WD front axle and 18R34 tires		
Forward mph (kph)	Gear	Reverse mph (kph)
0.58 [0.94]	1	0.58 [0.94]
0.89 [1.44]	2	0.89 [1.44]
1.35 [2.17]	3	1.34 [2.16]
2.00 [3.22]	4	1.99 [3.21]
2.16 [3.48]	5	2.16 [3.47]
3.31 [5.33]	6	3.30 [5.31]
4.97 [8.00]	7	4.96 [7.98]
7.39 [11.89]	8	7.36 [11.85]
7.99 [12.86]	9	7.97 [12.82]
12.22 [19.67]	10	12.19 [19.61]
18.34 [29.52]	11	18.29 [29.44]
27.14 [43.68]	12	27.25 [43.68]



Speed when you need it

To help you get to your next job fast, a top speed of up to 27 mph (43 kph) is standard. PowerStar™ models equipped with a 2WD front axle have a top speed of 20 mph (40 kph).



Intuitive shifting

You'll enjoy easy shifting and convenient control placement. The range lever, located to your right at the bottom of the Command Arc console, provides three ranges. The gearshift lever is located above the range lever to the right of the loader joystick.

Creep through fields

If exceptionally slow speeds are part of your needs for tasks such as vegetable planting and harvesting, a 20x20 creeper option with a power shuttle lets you go as slow as 0.15-mph (0.24 kph). The creeper lever is located on the left-hand console for easy shifting into or out of creeper mode.

Durability and maneuverability—all in one.

Whether you need a simple 2WD axle for haying or a rugged, heavy-duty, limited-slip axle for loader work, you'll get the axle that's right for you and built to endure the rigors of farming.

4WD front axles

Loader work is demanding. You need a robust 4WD front axle and the PowerStar™ Series offers no exceptions. Limited-slip 4WD front axles with electrohydraulic engagement are standard. The standard front axle on the PowerStar 75, 90, 100, and 110 is built for work with a maximum capacity of 9,480 lbs. (4,300 kg). The three larger models can also be upgraded to the heavy-duty front axle that's standard on the PowerStar 120 and delivers 10,360 lbs. (4,700 kg) of maximum capacity.

To activate 4WD even on the go, simply press the rocker switch on the Command Arc console. For added stopping safety when braking with both pedals, the axle engages 4WD for four-wheel assisted braking. All axles have a 55° steering angle and 11° of oscillation for a tight turning radius—ideal for maneuvering into barns or mowing around obstacles.

Unlike some competitors' front-rim design, PowerStar tractors feature a continuous circumferential weld between the rim and the disc to withstand heavy-duty applications. This "waffle-style" rim also provides multiple spacing settings with the same wheel depending on where the rim is bolted. It's the same design used on all larger New Holland tractors.



2WD front axle

For a classic haymaking setup, equip your PowerStar tractor with the optional 2WD heavy-duty front axle. The 55° steering angle and 134-inch turning radius (without brakes) provide sharp turning—perfect for making turns at the end of your field. This axle has a capacity of 7,716 lbs. (3500 kg) and is limited to a top speed of 20-mph.



Rugged rear flange axles

Unlike some competitors, a PowerStar tractor's robust flange rear axle offers years of service. A standard-duty rear axle is standard on the PowerStar 75. The PowerStar 90, 100, and 110 feature a standard-duty flange type rear axle. These models can be upgraded to the heavy-duty flange axle that is standard on the PowerStar 120, with a heavier ring gear, planetary, sun, and final shafts. Regardless of the rear axle you choose, they're ready for demanding applications, offering impressive capacities up to 11,464 lbs. (5,200 kg).

The mechanical rear differential lock pedal is conveniently located directly below the seat for ease of engagement when needed.



It pays to "weight"

Four 110 lb. (50 kg) rear weights are optional to keep you grounded when using a front loader. You can still use these weights even if you need to flip the dish of the rim for narrow applications.

If heavy rear implements are part of your operation, a 133 lb. (60 kg) front weight carrier with six 88 lb. (40 kg) weights can be equipped from the factory on the PowerStar 75 for a total front weight package of 661 lbs. (300 kg). All larger models can be equipped with eight of these weights for a total of 837 lbs. (380 kg) of ballast.

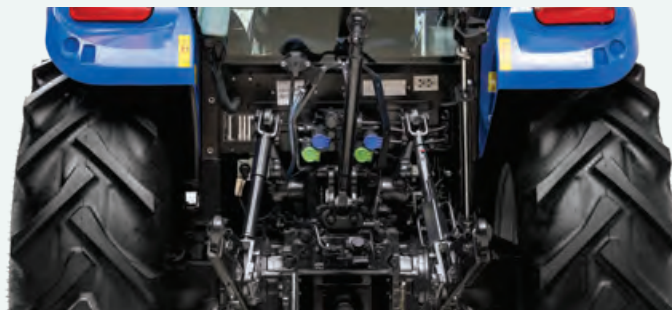
Hefty hitch and hydraulics increase utility.

New Holland knows the ideal 3-point and hydraulic capacities you need on a utility tractor. That's why you'll find hefty 3-point hitch and impressive hydraulic capacity coupled to intuitive controls to ensure you accomplish all your tasks with power, ease, and comfort.



3-point hitch lift capacity

Whether you're moving a round bale, running a rotary mower, or pulling a small plow, impressive 3-point hitch lift capacity comes standard to lift through all types of tasks. The PowerStar™ 75 features a lift capacity of 3,664 lbs. (1,662 kgs), while all other models come standard with 5,620 lbs. (2,549 kgs). All models feature a category II hitch with flexible lower links and telescopic stabilizers.



Convenient mechanical draft controls

Mechanical draft control offers proven reliability and maintains a constant load with 3-point-mounted implements. Operation is simple. Control levers located to your lower right when in the seat let you adjust the mechanical draft control and raise and lower the lower arms. The standard single-lever Lift-O-Matic™ PLUS feature lets you quickly raise the rear hitch to a desired height or set max height and quickly lower the rear hitch to a predetermined lower limit. An optional external position lever, located on the inner side of the right rear fender, lets you raise and lower the rear hitch for easy implement hookup.





The pull and push of a button

All PowerStar tractors feature a fully independent hydraulic 540-PTO that’s easy to activate with a pull of the yellow PTO knob on the Command Arc console. When you’re finished running your implement, simply push the button down on the knob to shut it off. A 540/1000-PTO with interchangeable shafts is optional on the PowerStar 90, 100, and 110 and standard on the PowerStar 120.

Standard hydraulics

Ample hydraulic flow means responsive loader and implement work. The precision-engineered, open-center hydraulic system is designed with loaders in mind. It features a dedicated steering pump to maintain steering accuracy without compromising loader cycle times. A combined total flow of 22.4 gpm (84.8 l/min) is standard on the PowerStar 75, while 26.6 gpm (101 l/min) is standard on all other models.

Model		PowerStar™ 75	PowerStar™ 90 - 120
Implement pump	gpm (l/min)	12.9 (48.9)	16.9 (63.8)
Steering pump	gpm (l/min)	9.5 (36)	9.7 (37)
Total flow	gpm (l/min)	22.4 (84.8)	26.6 (100.8)
Number of remotes		2 open center with detent	2 open center with detent
3 rd remote option		DIA	DIA



A stroke of convenience

Hydraulic remote levers are within easy reach on the ergonomic Command Arc console. Color-coded levers and rear remotes simplify implement hookup by eliminating guesswork. Swiftly select from three positions: float, neutral, or extend. Two rear remotes can be installed from the factory, while a third remote can be added by your local New Holland dealer.

Lift your productivity and versatility.

A PowerStar™ tractor partnered with a factory-installed LU Series loader is the perfect duo for loader work. With the conveniently placed joystick and power shuttle, superior visibility with the high-visibility roof panel and curved loader arms, and responsive hydraulic and engine power, you'll lift your productivity and versatility to new heights.

Loads of choices

Four LU Series models are available. The 710LU and 715LU are perfect for standard-duty applications and come as mechanical-self-leveling (MSL) and non-self-leveling (NSL), respectively. The 720LU and 725LU offer heavy-duty capacity in the same respective leveling styles. Mechanical self-leveling loaders help save you time because the linkage keeps your attachment at the same angle relative to the ground as you raise or lower the loader without the need to constantly curl or level. This is especially helpful if you move lots of pallets where maintaining the same plane throughout the lift cycle is important. You can also choose a skid-steer-style or Euro-style quick attach faceplate. An optional factory-installed 3rd function diverter valve runs attachments like a grapple bucket or bale grabber.



Precise joystick

The loader joystick is located on the Command Arc console. Two buttons on the front of the joystick provide 3rd function control for attachments like grapple buckets.



Easy on, easy off

Don't need your loader in the field? Removal and installation are easy and take just minutes. No tools are needed. Here's how:

- 1 On a level surface, lower and pin the integrated loader stands that are stored on the front of the loader arms.
- 2 Lift up on the locking system handle on both sides of the loader to push the pins into the unlock position.
- 3 Lift the loader off the brackets with the joystick.
- 4 After the loader is clear of the brackets, unhook the hydraulics.
- 5 Back the tractor away.



Model		710LU*	715LU*	720LU**	725LU**
Type		NSL	MSL	NSL	MSL
Max lift height	in. (mm)	126.3 (3209)	125.9 (3199)	134 (3405)	135 (3430)
Lift capacity at pivot pins	lbs. (kg)	3461 (1572)	3573 (1621)	3849 (1746)	4204 (1907)
Lift capacity to 31.5 in. / 800 mm from pivot point	lbs. (kg)	2478 (1124)	3179 (1442)	2632 (1194)	3428 (1555)
Dump angle at full height	degrees	60	60	60	60
Dump clearance	in. (mm)	93 (2362)	93 (2362)	101 (2565)	102 (2591)
Rollback angle at ground	degrees	45	40	44	40
Bucket width	in. (mm)	84 (2134)	84 (2134)	84 (2134)	84 (2134)
Bucket struck capacity	cu. yd. (cu m)	.68 (.52)	.68 (.52)	.68 (.52)	.68 (.52)
Bucket heaped capacity	cu. yd. (cu m)	.91 (.70)	.91 (.70)	.91 (.70)	.91 (.70)
Skid-steer-style faceplate attachment		○	○	○	○
Euro-style faceplate attachment		○	○	○	○
PowerStar 75		○	○	—	—
PowerStar 90, 100, 110, & 120		○	○	○	○

○ Optional — Not available *710LU and 715LU on PowerStar 75 only available with skid-steer-style faceplate **720LU and 725LU incompatible with 2WD front axle

Servicing is fast and simple, just the way you want it.

The PowerStar™ Series has been designed with easy maintenance in mind. When it's time for routine maintenance, all service points are easy to access. What's more, 600-hour service intervals mean your PowerStar tractor will spend more time working on your farmstead and fields and less time in the shop.

Easily remove or replace the cab air filter

No Diesel Particulate Filter (DPF) to change

Flip-up hood opens for full-access servicing



Engine air filter is easy to check, clean, or replace without tools



Cooling package swings and slides out to make cleaning fast and easy



Engine oil dipstick and fill point are easy to access without lifting the hood, making routine maintenance checks fast and simple



Precision technology for every operation

Unlock a new level of productivity with affordable, user-friendly precision tools.

- The lightweight, water-resistant **Raven CR7™ display** delivers scalable guidance and data management for both cab and ROPS platforms.
- New Holland's **value line telematics offering** is a cost-efficient connectivity solution for GPS track-and-trace, vehicle parameters, and proactive maintenance.

Talk to your New Holland dealer about how precision tools could benefit your operation.

MODELS		PowerStar™ 75	PowerStar™ 90	PowerStar™ 100	PowerStar™ 110	PowerStar™ 120
Engine						
Make		FPT F5C	FPT F5C	FPT F5C	FPT F5C	FPT F5C
Type		4-cylinder diesel	4-cylinder diesel	4-cylinder diesel	4-cylinder diesel	4-cylinder diesel
Displacement	cu. in. [L]	207 [3.4]	207 [3.4]	207 [3.4]	207 [3.4]	207 [3.4]
Gross engine horsepower		74	86	99	107	117
PTO horsepower		65	73	85	93	100
Rated engine speed	rpm	2300	2300	2300	2300	2300
Aspiration		Turbocharged/ aftercooled	Turbocharged/ aftercooled	Turbocharged/ aftercooled	Turbocharged/ aftercooled	Turbocharged/ aftercooled
Emissions		Tier 4B DOC + Light CEGR	Tier 4B ECOBlue™ Compact HI-eSCR + Light CEGR	Tier 4B ECOBlue™ Compact HI-eSCR + Light CEGR	Tier 4B ECOBlue™ Compact HI-eSCR + Light CEGR	Tier 4B ECOBlue™ Compact HI-eSCR + Light CEGR
Service interval	hours	600	600	600	600	600
Operator's Platform						
Cab		●	●	●	●	●
ROPS		—	○	○	○	○
Transmission						
12x12 power shuttle		●	●	●	●	●
20x20 power shuttle with creeper		○	○	○	○	○
Top speed – 4WD front axle	mph (kph)	27 [43]	27 [43]	27 [43]	27 [43]	27 [43]
Top speed – 2WD front axle	mph (kph)	20 [30]	20 [30]	20 [30]	20 [30]	20 [30]
3-point Hitch						
Lift capacity @ 24"	lbs. (kg)	3664 [1662]	5620 [2549]	5620 [2549]	5620 [2549]	5620 [2549]
Category		2	2	2	2	2
Hydraulics						
2 rear remotes		●	●	●	●	●
3 rd rear remote DIA kit		○	○	○	○	○
Implement pump flow	gpm (L/min)	12.9 [48.9]	16.9 [63.8]	16.9 [63.8]	16.9 [63.8]	16.9 [63.8]
Steering pump flow	gpm (L/min)	9.5 [36]	9.7 [37]	9.7 [37]	9.7 [37]	9.7 [37]
Total flow	gpm (L/min)	22.4 [84.8]	26.6 [100.8]	26.6 [100.8]	26.6 [100.8]	26.6 [100.8]
PTO						
540		●	●	●	●	—
540/1000		—	○	○	○	●
Capacities						
Fuel tank	gal. (L)	23.8 [90]	30.3 [114.7]	30.3 [114.7]	30.3 [114.7]	30.3 [114.7]
DEF tank	gal. (L)	—	2.8 [10.6]	2.8 [10.6]	2.8 [10.6]	2.8 [10.6]
Dimensions						
Weight – cab/4WD	lbs. (kg)	6239 [2830]	8157 [3700]	8157 [3700]	8157 [3700]	8157 [3700]
Weight – cab/2WD	lbs. (kg)	5622 [2550]	7473 [3390]	7473 [3390]	7473 [3390]	7473 [3390]
Weight – ROPS/4WD	lbs. (kg)	—	7672 [3480]	7672 [3480]	7672 [3480]	7672 [3480]
Weight – ROPS/2WD	lbs. (kg)	—	6988 [3170]	6988 [3170]	6988 [3170]	6988 [3170]
A Overall width	in. (mm)	75.6 [1922]	75.7 [1923]	75.7 [1923]	75.7 [1923]	75.7 [1923]
B Overall height – cab roof	in. (mm)	97.9 [2486]	102.1 [2594]	102.1 [2594]	102.1 [2594]	102.1 [2594]
B Overall height – top of ROPS	in. (mm)	—	106.5 [2706]	106.5 [2706]	106.5 [2706]	106.5 [2706]
C Overall length – 4WD	in. (mm)	151.0 [3836]	160.9 [4086]	160.9 [4086]	160.9 [4086]	160.9 [4086]
C Overall length – 2WD	in. (mm)	152.9 [3884]	163.1 [4144]	163.1 [4144]	163.1 [4144]	163.1 [4144]
D Front weights length	in. (mm)	10.1 [258]	10.3 [262]	10.3 [262]	10.3 [262]	10.3 [262]
E Wheelbase – 4WD	in. (mm)	83.9 [2132]	89.9 [2285]	89.9 [2285]	89.9 [2285]	89.9 [2285]
E Wheelbase – 2WD	in. (mm)	85.8 [2180]	92.2 [2343]	92.2 [2343]	92.2 [2343]	92.2 [2343]

● Standard ○ Optional — Not available





VALUE, SERVICE AND SOLUTIONS

There's a certain way of thinking that comes from living on a farm. Farming takes equal parts brain and brawn. Not to mention thick skin, calloused hands and a fair share of know how. Seasoned farmers know it helps to have equipment that's built by farmers, sold by farmers and used by farmers.

Support at every step. When you place your confidence in New Holland agricultural equipment, you get the finest in local support. Your New Holland dealer understands the many challenges you face and stands behind you at every step with the equipment, parts, service and financial solutions to make your job easier. Look to New Holland for a complete selection of equipment, including a full line of tractors, hay & forage equipment, harvesting, crop production and material handling equipment.

Quality parts and service. Turn to your New Holland dealer after the sale for expert, factory-trained service and genuine New Holland-branded parts. Your dealer has the very latest service updates and training to ensure your equipment keeps working productively season after season.

Financing solutions. Your New Holland dealer can tell you about smart ways to turn your financial challenges into opportunities with a portfolio of innovative financial services available through CNH Industrial Capital, including customized financing, leasing, insurance and the purchasing convenience of a Commercial Revolving Account.

For reliable equipment, parts and service — or just honest advice on farming and finance — turn to New Holland and your trusted New Holland dealer. We know. We're farmers, too.



Learn more at www.newholland.com

Design, materials and/or specifications are subject to change without notice and without liability therefor. Specifications are applicable to units sold in Canada, the United States, its territories and possessions, and may vary outside these areas.

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Safety begins with a thorough understanding of the equipment. Always make sure you and your operators read the Operator's Manual before using the equipment. Pay close attention to all safety and operating decals and never operate machinery without all shields, protective devices and structures in place.

NH5102354 • 0523 • OTP • PRINTED IN U.S.A.

Amy Gedney

From: Don Juvet <djuvet@papemachinery.com>
Sent: Thursday, February 29, 2024 11:49 AM
To: Ken Mackey
Cc: Matt Delahanty
Subject: Revised quote
Attachments: 5100E Tractor Sourcewell Quote.pdf; 5100E Tractor CMAS Quote.pdf

Hey Ken, This may get a bit confusing. There are 3 ways to quote these out. The first quotes I sent were as if you were a retail customer paying cash and the finance options I sent would apply (cash discount would go away, adjust price \$2,000) 0%-60m, 9%-72m, 1.9%-84.

For cities and municipalities we can offer the 2 quotes attached.

Sourcewell (higher of the 2) would qualify for standard rate financing, which I believe is currently 6.65-7.5% for up to 60 months. (confirmation needed, it's close to that) OAC w JDF

CMAS uses historical pricing and you will be paying John Deere directly. There is no financing available and a delivery fee would need to be paid separately to Pape' Machinery.

Some agencies don't recognize CMAS and want to use Sourcewell and some want the better terms of JD Incentive financing.

This 5100e is currently in stock and ready for you.

Let me know if you have any questions or need to talk it over. Pending weather, I am available tomorrow morning around 9am.

For really in-depth questions about the 2 quotes, Matt Delahanty is your go to. 530-845-2443



Don Juvet

Territory Manager

Cell: (530)204-7036

djuvet@papemachinery.com



Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Simran Dhillon

Belcorp Ag, LLC
2413 Crows Landing Road
Modesto, CA 95358

Tel: 209-538-3831

Fax: 209-538-9220

Email: sdhillon@belkorpag.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 30536474

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Belkorp Ag, LLC
2413 Crows Landing Road
Modesto, CA 95358
209-538-3831
sales@belkorpag.com

Prepared For:

CITY OF IONE

Proposal For:

Delivering Dealer:

Simran Dhillon

Belkorp Ag, LLC
2413 Crows Landing Road
Modesto, CA 95358

sales@belkorpag.com

Quote Prepared By:

Simran Dhillon
sdhillon@belkorpag.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Belkorp Ag, LLC
2413 Crows Landing Road
Modesto, CA 95358
209-538-3831
sales@belkorpag.com

Quote Summary
Prepared For:

CITY OF IONE
5 MILE DRIVE & MARLETT AVE
IONE, CA 95640

Delivering Dealer:

Belkorp Ag, LLC
Simran Dhillon
2413 Crows Landing Road
Modesto, CA 95358
Phone: 209-538-3831
sdhillon@belkorpag.com

Quote ID: 30536474
Created On: 13 March 2024
Last Modified On: 13 March 2024
Expiration Date: 12 April 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2021 JOHN DEERE 5115M Utility Tractor - 1LV5115MLNM104198	\$ 78,571.00	\$ 62,385.60 X	1 =	\$ 62,385.60
Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)				
Price Effective Date:				
Equipment Total				\$ 62,385.60

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 62,385.60
Trade In	
SubTotal	\$ 62,385.60
Sales Tax - (7.75%)	\$ 4,834.88
Est. Service Agreement Tax	\$ 0.00
Total	\$ 67,220.48
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 67,220.48

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 30536474 **Customer Name:** CITY OF IONE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Belkorp Ag, LLC
2413 Crows Landing Road
Modesto, CA 95358
209-538-3831
sales@belkorpag.com

2021 JOHN DEERE 5115M Utility Tractor - 1LV5115MLNM104198

Hours: 0

Suggested List *

Stock Number: 45753

\$ 78,571.00

Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)

Selling Price *

\$ 62,385.60

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
254CLV	2021 JOHN DEERE 5115M NA	1	\$ 76,922.00	22.00	\$ 16,922.84	\$ 59,999.16	\$ 59,999.16
Standard Options - Per Unit							
0202	UNITED STATES	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	5M ENGLISH OM	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1380	16F/16R PR W/O CREEP	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
2010	STANDARD IOOS NA	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
2100	STANDARD MECH SEAT MY18	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
2400	LESS INSTRUCTIONAL SEAT	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	LESS REAR VIEW MIRRORS	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
3010	SIDE EXHAUST	1	\$ 573.00	22.00	\$ 126.06	\$ 446.94	\$ 446.94
3326	SCV TRIPLE REAR	1	\$ 1,007.00	22.00	\$ 221.54	\$ 785.46	\$ 785.46
3400	LESS MID SCV	1	\$ -1,067.00	22.00	\$ -234.74	\$ -832.26	\$ -832.26
3820	REAR PTO 2 SPEED	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
4010	MECHANICAL HITCH	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
4110	TELESCOPING DRAFT LINKS	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
4160	LH ONLY ADJ LIFT LINKS	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
4210	MECHANICAL CENTER LINK	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
4420	LH AND RH STABILIZER BAR	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
5192	19.5L-24 IN.10PR GY	1	\$ -2,297.00	22.00	\$ -505.34	\$ -1,791.66	\$ -1,791.66
5999	NO REAR TIRE BRND PREFERENCE	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	FRONT AXLE MFWD	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 30536474 **Customer Name:** CITY OF IONE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Belkorp Ag, LLC
2413 Crows Landing Road
Modesto, CA 95358
209-538-3831
sales@belkorpag.com

6133	12.5/80-18 12PR I3	1	\$ -1,777.00	22.00	\$ -390.94	\$ -1,386.06	\$ -1,386.06
6799	NO FRNT TIRE BRND PREFERENCE	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
8955	5M FRONT WEIGHT SUPPORT	1	\$ 209.00	22.00	\$ 45.98	\$ 163.02	\$ 163.02
Standard Options Total			\$ -3,352.00		\$ -737.44	\$ -2,614.56	\$ -2,614.56
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Other Charges							
	Freight	1	\$ 1,601.00			\$ 1,601.00	\$ 1,601.00
	Customer Setup	1	\$ 3,400.00			\$ 3,400.00	\$ 3,400.00
			\$ 5,001.00			\$ 5,001.00	\$ 5,001.00
Suggested Price						\$ 62,385.60	
Total Selling Price			\$ 78,571.00		\$ 16,185.40	\$ 62,385.60	\$ 62,385.60



Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Matthew Delahanty

Pape Machinery, Inc.
1549 Colusa Highway
Yuba City, CA 95993

Tel: 530-673-8283

Fax: 530-673-0388

Email: mdelahanty@papemachinery.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 30456946

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
1549 Colusa Highway
Yuba City, CA 95993
530-673-8283
agyubacity@papemachinery.com

Prepared For:



Proposal For:

Delivering Dealer:

Matthew Delahanty

Pape Machinery, Inc.
1549 Colusa Highway
Yuba City, CA 95993

agyubacity@papemachinery.com

Quote Prepared By:

Matthew Delahanty
mdelahanty@papemachinery.com



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
1549 Colusa Highway
Yuba City, CA 95993
530-673-8283
agyubacity@papemachinery.com

Quote Summary

Prepared For:**Delivering Dealer:****Pape Machinery, Inc.**

Matthew Delahanty
1549 Colusa Highway
Yuba City, CA 95993
Phone: 530-673-8283
mdelahanty@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote ID: 30456946
Created On: 29 February 2024
Last Modified On: 29 February 2024
Expiration Date: 07 March 2024

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 5100E Open Operator Station Tractor Contract: CA Ag Tractors 4-07-23-0007C (PG 5G CG 22) Price Effective Date: April 12, 2019	\$ 39,367.44 X	1 =	\$ 39,367.44
Equipment Total			\$ 39,367.44

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 39,367.44
Trade In	
SubTotal	\$ 39,367.44
Sales Tax - (7.75%)	\$ 3,050.98
State Tire Fee	\$ 7.00
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 42,425.42
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 42,425.42

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 30456946

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
1549 Colusa Highway
Yuba City, CA 95993
530-673-8283
agyubacity@papemachinery.com

JOHN DEERE 5100E Open Operator Station Tractor

Hours:

Stock Number:

Contract: CA Ag Tractors 4-07-23-0007C (PG 5G CG 22)

Selling Price *

Price Effective Date: April 12, 2019

\$ 39,367.44

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
697TP	5100E Open Operator Station Tractor	1	\$ 53,776.00	28.00	\$ 15,057.28	\$ 38,718.72	\$ 38,718.72
Standard Options - Per Unit							
182A	Less AutoTrac™/ Less ISOBUS	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
183N	JDLink™ Modem	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less Package	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F x 12R PowrReverser™ Transmission	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
1799	Less Loader Prep Package	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
2000	Open Operator Station	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
2110	Mechanical Suspension Seat	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
3020	Vertical Exhaust	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
3330	Triple Stackable Rear Valve with Lever Controls	1	\$ 879.00	28.00	\$ 246.12	\$ 632.88	\$ 632.88
3400	Less Mid Valves	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
3820	Two Speed PTO - 540/540E rpm	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
5192	19.5L-24 In. 10PR R4 Bias	1	\$ -427.00	28.00	\$ -119.56	\$ -307.44	\$ -307.44
6040	MFWD (Mechanical Front Wheel Drive) Front Axle	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
6133	12.5/80-18 10PR I3(R4 TYPE)	1	\$ -775.00	28.00	\$ -217.00	\$ -558.00	\$ -558.00
Standard Options Total			\$ -323.00		\$ -90.44	\$ -232.56	\$ -232.56
Technology Options/Non-Contract/Open Market							



Selling Equipment

Quote Id: 30456946

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pape Machinery, Inc.
1549 Colusa Highway
Yuba City, CA 95993
530-673-8283
agyubacity@papemachinery.com

1900	Less Display	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
R127764	Weight, front suitcase 43 kg (95 lb) quantity of one	6	\$ 134.20	28.00	\$ 37.58	\$ 579.72	\$ 579.72
R262449	Front Weight Support, 55kg (121 lb)	1	\$ 418.81	28.00	\$ 117.27	\$ 301.54	\$ 301.54
Dealer Attachments Total			\$ 1,224.01		\$ 342.75	\$ 881.26	\$ 881.26
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 54,677.01		\$ 15,309.59	\$ 39,367.42	\$ 39,367.42



2400 N Golden State Blvd
Turlock, CA 95382
Phone: (209) 632-3931



Ship To: Alison LaFayne
1 E MAIN ST
IONE, CA 95640-9199

Invoice To: CITY OF IONE
P. O. BOX 398
1 EAST MAINE STREET
IONE CA 95640

Branch 01 - TURLOCK		
Date 03/13/2024	Time 12:52:30 (O)	Page 1
Account No IONE0001	Phone No 2092742412	Est No 00 Q03529
Buyer		Purchase Order
Tax ID No		
DANIEL CORTES		Salesperson DC4

We propose to furnish the equipment described herein in accord with the specifications, terms, and conditions outlined.

Description RETAIL ORDER EXPIRY DATE: 06/11/2024 Amount

Stock #: F92105 Serial #: ELRT5100KMLE50579 39900.00

New NH POWERSTAR100

New NEW HOLLAND POWERSTAR100 Tractor

Standard Equipment:

2 or 4wd, ROPS or CAB with Heat and A/C

99 Engine HP Tier4B 85 PTO HP,

12x12 hydraulic shuttle Transmission

Flex link ends with telescopic stabilizers,

Lift-O-Matic 3-point control, lift capacity

@24" 5620 lb 16.9 GPM Implement pump

mechanical rear differential lock, 540

Hydraulic engaged PTO, drawbar

****INCLUDES THE FOLLOWING****

POWERSTAR 100

Tractor

100HP

100 HP

NAFTA

REGION

POWER S

POWER SHUT

ROPS

Rops

330276

12x12 Power Shuttle

392315

Platform w/Foldable ROPS

759059

40KPH - Real all Tire

744581

4WD+EH Engage+Limited Slip+HD

333411

Heavy Duty Rear Axle

8240604

14.9-24 8PR R1

8365501

18.4-34 10PR

762164

Less MMV New

743593

Less Front Loader

743565

540 RPM PTO

332035

3-pt External Control (Mech)

743595

Lift-O-Matic Plus

334991

Std+30AH+Horn

333215

Front Carrier + (6) 88 lb Wght

330470

4 x 110 lb Rear Wheel Weights

390860

Less Front Fenders

Buyer's Signature: _____ **Date:** _____

Quality People Quality Products®

We appreciate your business!

----- Please remit to: Garton Tractor, Inc. PO Box 1849 Turlock, CA 95381 -----



2400 N Golden State Blvd
Turlock, CA 95382
Phone: (209) 632-3931



Ship To: Alison LaFayne
1 E MAIN ST
IONE, CA 95640-9199

Invoice To: CITY OF IONE
P. O. BOX 398
1 EAST MAINE STREET
IONE CA 95640

Branch 01 - TURLOCK		
Date 03/13/2024	Time 12:52:30 (O)	Page 2
Account No IONE0001	Phone No 2092742412	Est No 00 Q03529
Buyer		Purchase Order
Tax ID No		
DANIEL CORTES		Salesperson DC4

We propose to furnish the equipment described herein in accord with the specifications, terms, and conditions outlined.

Description RETAIL ORDER EXPIRY DATE: 06/11/2024 Amount

743599 Rear Fenders (30-34)
334255 USA English Configuration
391192 120Amp Alternator
336841 Engine F5C T4B Heat + Cruise
743545 A Pillar Exhaust w/Guard
334218 FAS Support + FHPL Ready
759176 Hand operated parking brake le
331156 Vinyl Seat
HTS : 8701931000 Unknown Attachment

Sale # 01 Subtotal: 39900.00
Total: 39900.00

New NEW HOLLAND T8110 Loader 12931.00
33670 Heavy Duty Non elf Leveling loader with SSQA
\$8,638.00
33675 84" quick attach bucket
\$1,158.00
76216 Mid Mount valve with joystick
\$1,825.00
Labor to install loader 10 hours @ \$131 per hour
\$1,310.00

Sale # 02 Subtotal: 12931.00
Total: 12931.00

Miscellaneous Charges/Credits

=====

CALIFORNIA TIRE FEE	Qty: 4	Price: 1.75	7.00
DOCUMENT FEES	1	325.00	325.00

Miscellaneous Charges/Credits Total: 332.00

Subtotal: 53163.00

Buyer's Signature: _____ **Date:** _____

Quality People Quality Products®

We appreciate your business!

----- Please remit to: Garton Tractor, Inc. PO Box 1849 Turlock, CA 95381 -----



2400 N Golden State Blvd
Turlock, CA 95382
Phone: (209) 632-3931



Ship To: Alison LaFayne
1 E MAIN ST
IONE, CA 95640-9199

Invoice To: CITY OF IONE
P. O. BOX 398
1 EAST MAINE STREET
IONE CA 95640

Branch 01 - TURLOCK		
Date 03/13/2024	Time 12:52:30 (O)	Page 3
Account No IONE0001	Phone No 2092742412	Est No 00 Q03529
Buyer		Purchase Order
Tax ID No		
DANIEL CORTES		Salesperson DC4

We propose to furnish the equipment described herein in accord with the specifications, terms, and conditions outlined.

Description	RETAIL ORDER	EXPIRY DATE: 06/11/2024	Amount
	AMADOR COUNTY DISTRICT TAX SP Special:		265.79
	CA STATE TAX:		3189.36
	STANISLAUS County:		132.89
	STANISLAUS CO LOCAL TAX SL Special:		531.56
	Purchase Total:		57282.60

* Finance Options *
* *
* Months: 60 72 84 *
* %Rate 0.00 1.50 2.50 *
* \$Payment 954.71 832.43 744.05 *

Buyer's Signature: _____ **Date:** _____

Quality People Quality Products®

We appreciate your business!

----- Please remit to: Garton Tractor, Inc. PO Box 1849 Turlock, CA 95381 -----

Commercial Equipment Credit Application

APPLICANT IDENTITY VERIFICATION

Federal law requires verification of an individual's identity for financial transactions. Each applicant and any guarantor must present his/her unexpired driver's license from their state of residence, or, if none, then their official unexpired government photo identification card, to an authorized dealer representative. THE AUTHORIZED DEALER REPRESENTATIVE WILL VERIFY THE APPLICANT TO THE PHOTO, AND WILL CERTIFY THE FULL EXACT PRINTED NAME, ADDRESS, AND EXPIRATION DATE ON THE IDENTIFICATION FORM CHECKED BELOW IS AN EXACT MATCH TO THE INFORMATION ON THIS APPLICATION, to comply with its Retail Financing Agreement with CNH Capital. **CALIFORNIA RESIDENTS: BEFORE PROVIDING YOUR PERSONAL INFORMATION, YOU MAY REVIEW YOUR RIGHTS UNDER THE CALIFORNIA CONSUMER PRIVACY ACT OF 2018 AT WWW.CNHINDUSTRIALCAPITAL.COM/CCPA OR REQUEST A COPY FROM YOUR DEALER.**

PRIMARY APPLICANT (If a Partnership, obtain a copy of the Partnership Agreement)

Usage: <input type="checkbox"/> AG <input type="checkbox"/> CE or non Ag business purposes		<input type="checkbox"/> Individual OR Business Type: <input type="checkbox"/> Corp <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Municipality	
Identification: Expiration Date: _____		<input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other Government Issued ID (describe): _____	
Legal INDIVIDUAL Name (as PRINTED on above identification):		SSN:	Date of Birth:
Legal BUSINESS Name (NOT APPLICABLE IF APPLYING AS AN INDIVIDUAL):		Tax ID:	State Formed:
Residential Address of INDIVIDUAL or Physical Address of BUSINESS		City:	County:
		State:	Zip Code:
Occupation: <input type="checkbox"/> Full-time Farmer <input type="checkbox"/> Building Contractor <input type="checkbox"/> Road & Street		Bank Name:	
<input type="checkbox"/> Rental Yard <input type="checkbox"/> Part-time Farmer <input type="checkbox"/> Excavating/Trenching <input type="checkbox"/> Construction		Bank Contact:	
<input type="checkbox"/> Logging <input type="checkbox"/> Custom Operator <input type="checkbox"/> Lawn & Landscape		Bank Phone:	
Year Business Est.:	Year Residence Est. (Individual):	Applicant Email Address:	

SECONDARY APPLICANT

<input type="checkbox"/> Co-App <input type="checkbox"/> Officer <input type="checkbox"/> Partner <input type="checkbox"/> Guarantor		<input type="checkbox"/> Individual OR Business Type: <input type="checkbox"/> Corp <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Municipality	
Identification: Expiration Date: _____		<input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other Government Issued ID (describe): _____	
Legal INDIVIDUAL Name (as PRINTED on above identification):		SSN:	Date of Birth:
Legal BUSINESS Name (NOT APPLICABLE IF APPLYING AS AN INDIVIDUAL):		Tax ID:	State Formed:
Residential Address of INDIVIDUAL or Physical Address of BUSINESS		City:	County:
		State:	Zip Code:
Year Business Est.:	Year Residence Est. (Individual):	Applicant Email Address:	

New/Used	Year	Equipment Manufacturer / Description	Model	Hours	Serial/PIN	Sales Price
NEW						

Year	Trade-In Equipment	Model	Hours	Serial/PIN	Allowance	Amount Owed	Net Trade-In	Owed To / Acct #

Cash Down	Program #	Program Description	Effective Date	Interest Start Date	First Payment Date	Term	Frequency	Est. Amt. Financed

Insurance Carrier	Policy #	Agent	Phone

By signing below, you certify: 1) This application is made for the sole purpose of obtaining commercial business credit from CNH Industrial Capital America LLC ("CNH Capital"); 2) Primary applicant, Co-applicant(s), Officer(s), Partner(s) or Guarantor(s), (collectively "Applicant", "you" and "your"), agrees that CNH Capital may obtain a consumer credit report from one or more consumer reporting agencies (credit bureaus) and other information about you in connection with this transaction for all legitimate purposes and as otherwise allowed by applicable law. Such purposes may include assisting in making a credit decision, securitization, secondary market sale and assisting in collection activity and monitoring; 3) Applicant agrees that CNH Capital shall be permitted to disclose such information and information regarding the Account and CNH Capital's credit experience with Applicants, with credit reporting agencies, the Dealer referenced below, other creditors of Applicant, third parties that CNH Capital reasonably believes are conducting credit inquiries in accordance with applicable law, subsidiaries and affiliates of CNH Capital, and with its successors in interest, buyers, investors and regulators, in our efforts to raise capital through securitization, secondary market sale, or other means. Applicant agrees to allow CNH Capital to verify your employment, pay history and financial information, and that anyone receiving a copy of this application is authorized to provide CNH Capital with such information. CNH Capital may keep this application and information about you whether or not the application is approved; 4) Dealer discussions of financing options are for illustrative purposes only. CNH Capital will conduct its own review of your application; 5) You are authorized to sign on behalf of any entity listed; 6) You agree that by providing CNH Capital or an authorized CNH Capital dealer with any telephone number, including any mobile number, that CNH Capital and any servicer, agent or debt collector it retains, may contact you using that number, including automatic dialing and announcing device and prerecorded calls; 7) If this application is approved, Dealer shall again validate the photo identification of the parties when they execute the agreement as set forth above; 8) All signatories hereby authorize CNH Capital to file any documents necessary to record a lien or security interest in favor of CNH Capital as lien holder or secured party; 9) In the event that the applicant enters into a lease following submission of this application, Dealer is hereby notified that CNH Capital has assigned its rights (but not its obligations) under the lease to purchase the asset(s) described in the lease to CNH Capital Leasing Exchange Services, Inc., a qualified intermediary, as part of an IRC Section 1031 exchange. NOTICE TO CALIFORNIA RESIDENTS: A married applicant may apply for an individual account. NOTICE TO MAINE RESIDENTS: You have the right to choose the agent and the insurer for the insurance required by this transaction, but the insurer must be approved by the creditor. NOTICE TO NEW YORK AND VERMONT RESIDENTS: A consumer credit report may be obtained to evaluate this application and subsequently in connection with any update, renewal, or extension of credit for which application was made and for purposes of reviewing the account, increasing any credit line, taking collection action or for other legitimate purposes. Upon request, New York residents will be informed whether a consumer report was obtained, and if so, the name and address of the consumer reporting agency. NOTICE TO OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. NOTICE TO MARRIED WISCONSIN RESIDENTS: Wisconsin law provides that no agreement, unilateral statement or court decree relative to marital property shall adversely affect a creditor's interest, unless prior to the time credit is granted the creditor is furnished a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision. You must indicate the name of your spouse in the co-applicant/spouse/Secondary Applicant section of this application.

X
 Signature of Primary Applicant or Representative _____ Printed Name _____ Title (not for Individual Applicant) _____ Date _____

X
 Signature of Secondary Applicant or Representative _____ Printed Name _____ Title (not for Individual Applicant) _____ Date _____

The undersigned certifies the name, address and expiration date on the identification checked above is an exact match to the information on this Application.

X
 Signature of Authorized Dealer Representative _____ Printed Name _____ Dealer # _____ App # _____ Date _____

CITY OF IONE PUBLIC WORKS

DAILY MILEAGE LOG

MONTH April

YEAR 2024

DAY	ODOMETER	HOURS	FUEL ADDED	OIL ADDED	EMP # & INITIALS
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CITY OF IONE DEPARTMENT OF PUBLIC WORKS

Daily Check

Month___ April

Year__2024

Arena Tractor

[illegible]

WEEKLY CHECK Arena Tractor

[illegible]

App. Daily 1-2000