

REGULAR MEETING STARTS AT 6:00 PM

Mayor Diane Wratten

Vice Mayor Stacy Rhoades

Council Member Dominic Atlan

Council Member Dan Epperson

Council Member Tom Reed

DUE TO THE GOVERNOR'S EXECUTIVE ORDER N-29-20 ADOPTED MARCH 17, 2020 THE CITY COUNCIL OF THE CITY OF IONE WILL BE CONDUCTING THEIR MEETING VIA TELECONFERENCE. WHILE THIS MEETING WILL STILL BE CONDUCTED IN-PERSON AT 1 E. MAIN STREET, WE STRONGLY ENCOURAGE THE PUBLIC TO PARTICIPATE FROM HOME BY CALLING-IN USING THE FOLLOWING NUMBER:

Dial-In: 665-119-885

Access Code: 642-283-021

YOU MAY ALSO PARTICIPATE IN THE MEETING USING THIS LINK:

<https://global.gotomeeting.com/install/642283021>

Tuesday, July 21, 2020

Ione City Hall

1 E. Main Street

Ione, CA 95640

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

PLEASE LIMIT PUBLIC COMMENT/TESTIMONY TO FOUR MINUTES

Gov't. Code §54954.3

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

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

AGENDA

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE TO THE FLAG**
- C. ROLL CALL**

D. APPROVAL OF AGENDA

E. PRESENTATIONS/ANNOUNCEMENTS/PROCLAMATIONS: None

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

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

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

G. CONSENT CALENDAR:

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

1. Adoption of Resolution No. 2020-20 – Authorizing the Levy of Special Taxes for Fiscal Year 2020-2021 for Community Facilities District 2005-2
2. Adoption of Resolution No. 2020-21 – Authorizing the Levy of Special Taxes for Fiscal Year 2020-2021 for Community Facilities District 2006-1
3. Adoption of Resolution No. 2020-22 – Authorizing the Levy of Special Taxes for Fiscal Year 2020-2021 for Community Facilities District 2009-3
4. Adoption of Resolution No. 2020-23 – Appointing League Representative for League of California Cities Annual Meeting
5. Adoption of Resolution No. 2020-26 – Requesting Election Support Services from Amador County Clerk

H. PUBLIC HEARING: None

I. REGULAR AGENDA:

6. Adoption of Resolution No. 2020- 25 Award of Bid for 2020 Pavement Management Project
7. Adoption of Resolution No. 2020 - 14– Amending Resolution No. 2018-26 Establishing City Fees by Adding Public Works Inspection Fee
8. Discussion and Approval of Planning Services Request for Proposal (RFP)

9. Request Approval to Enter into Contract with AllSport America Inc., Sport Court Northern California to construct Two Tennis/Basketball Courts in Howard Park
10. Request for Approval to Enter into Contract with Viking Pool Maintenance for a Pool Service Agreement for the Swimming Pool Located at the Lone Junior High School
11. Adoption of Resolution No. 2020-27 Expanding Temporarily the Use of Property for Businesses Impacted by COVID-19
12. Appointment of City Council Member to Creek Committee as Liaison

J. CITY MANAGER REPORTS

K. CITY COUNCIL COMMITTEE REPORTS

L. CITY COUNCIL COMMENTS/FUTURE AGENDA ITEMS

M. CLOSED SESSION:

- Pursuant to California Government Code 54957; Performance Evaluation; Title: City Manager
- Conference with Legal Counsel-Anticipated Litigation, Government Code Section 54956.9(2)(d)-One (1) Case
- Pursuant to California Government Code 54957; Performance Evaluation; Title: PERC Water

N. ADJOURNMENT

NOTICE REGARDING CHALLENGES TO DECISIONS

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

ADA COMPLIANCE STATEMENT

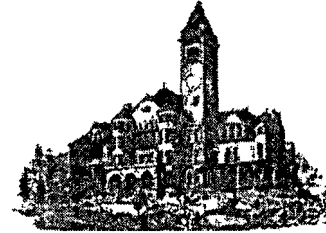
In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk Janice Traverso at (209) 274-2412, ext. 102. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility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

I, Janice Traverso, the City Clerk of the City of Lone declare under penalty of perjury that the foregoing agenda for the Tuesday, July 21, 2020 meeting of the Lone City Council was posted on July 17, 2020.

Janice Traverso, City Clerk, City of Lone



CITY OF IONE CITY COUNCIL STAFF REPORT



FOR THE MEETING OF: JULY 21, 2020

DATE: JULY 17, 2020

TO: MAYOR WRATTEN AND CITY COUNCIL

FROM: SHAYNE MORGAN VICE PRESIDENT- TAUSSIG & ASSOCIATES

SUBJECT: RESOLUTIONS # 2020-20, 2020-21 AND 2020-22 OF THE CITY COUNCIL OF THE CITY OF IONE, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NOS. 2005-2, 2006-1 and 2009-3 OF THE CITY OF IONE AUTHORIZING THE LEVY OF SPECIAL TAXES FOR FISCAL YEAR 2020-2021

RECOMMENDED ACTION:

That the City Council:

- Approve Resolution No. 2020-20 of the City Council of the City of Ione, acting in its capacity as the legislative body of the Community Facilities District No. 2005-2 of the City of Ione (Edgebrook and Castle Oaks Phase II) authorizing the levy of special taxes for fiscal year 2020-2021.
- Approve Resolution No. 2020-21 of the City Council of the City of Ione, acting in its capacity as the legislative body of the Community Facilities District No. 2006-1 of the City of Ione (Wildflower-Public Safety Services) authorizing the levy of special taxes for fiscal year 2020-2021.
- Approve Resolution No. 2020-22 of the City Council of the City of Ione, acting in its capacity as the legislative body of the Community Facilities District No. 2009-3 of the City of Ione (Castle Oaks Phase II) authorizing the levy of special taxes for fiscal year 2020-2021.

TYPE OF ITEM:

☐ Consent
☐ Departmental
☐ Public Hearing
☐ Other _____

PREVIOUS ACTION/REFERRAL:

Council Order No. _____

Meeting of: _____

City Council for the City of Ione

Upon motion of Council Member

Seconded by Council Member

And carried _____ by those members present,

The Council hereby adopts the recommended action contained in this report.

Dated: _____

Janice Traverso, City Clerk

By: _____

SOURCE OF FUNDING:

Special tax levy pursuant to Section 53340 of the Government Code and Ordinance Nos. 392, 427 and 428 respectively.

DISCUSSION:

There are various annual reporting requirements with different reporting dates related to the City of Ione Community Facilities District Nos. 2005-1, 2005-2, 2006-1 and 2009-3 (CFD Nos. 2005-1, 2005-2, 2006-1 and 2009-3). The requirements include, among other items, City Council approval of the "Annual Levy of Special Tax" resolutions authorizing the levy of special taxes within CFD Nos. 2005-1, 2005-2, 2006-1 and 2009-3. The annual levy is necessary to pay debt service on the outstanding bonds and to pay for certain public services. Approval is due each year prior to the County of Amador's August 10th deadline for the inclusion of such special taxes on the consolidated property tax bills pursuant to Government Code Section 43340 of the Mello-Roos Community Facilities Act of 1982 (the Act), or in the case of direct billing, at a different time or in a different manner if necessary to meet its financial obligations.

CFD No. 2005-1 was established on February 22, 2005 and the special taxes were for facilities. CFD No. 2005-1 encompassed 211 residential homes and the golf course clubhouse. The CFD No. 2005-1 Special Tax Bonds had a final maturity of September 1, 2016. Accordingly, parcels within CFD No. 2005-1 are no longer subject to the levy of special taxes. Furthermore, a notice of cessation of the special tax for CFD No. 2005-1 has been recorded with Amador County evidencing that the special tax lien imposed on the parcels within CFD No. 2005-1 has been extinguished.

CFD No. 2005-2 was established on June 6, 2006 and there are three improvement areas. They are: Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3. Each Improvement Area has a facilities special tax (Special Tax A) and a services special tax (Special Tax B).

Improvement Area No. 1 encompasses approximately 34.8 acres and contains 140 residential units. Subsequent to the issuance of Improvement Area No. 1 Special Tax Bonds, 29 homeowners have elected to fully prepay their applicable facilities special tax obligation, and 111 remaining residential parcels will be subject to the levy of the facilities special tax. For fiscal year 2020-2021, 140 residential parcels will also be subject to the levy of the services special tax since building permits for all such parcels were issued prior to May 1, 2020.

Improvement Area No. 2 encompasses approximately 38.4 acres and contains 154 residential units. The Improvement Area No. 2 Special Tax Bonds had a final maturity of September 1, 2017. Accordingly, parcels within Improvement Area No. 2 are no longer subject to the levy of the facilities special tax. For fiscal year 2020-2021, 154 residential parcels will be subject to the levy of the services special tax since building permits for all such parcels were issued prior to May 1, 2020.

Improvement Area No. 3 encompasses approximately 133.8 acres and at full development is anticipated to contain approximately 434 residential units and 13.0 acres of non-residential development. Subsequent to the issuance of Improvement Area No. 3 Special Tax Bonds, the facilities special tax obligation applicable to 174 residential

parcels has been fully prepaid. For fiscal year 2020-2021 there are 14 parcels in Improvement Area No. 3 (consisting of 8 residential parcels and 6 undeveloped parcels) that will be subject to the levy of the facilities special tax. For fiscal year 2020-2021, 168 residential parcels will also be subject to the levy of the services special tax since certificates of occupancy for such parcels were issued prior to May 1, 2020.

CFD No. 2006-1 was established on February 7, 2006 and the special taxes are for services. At full development CFD No. 2006-1 is anticipated to contain approximately 276 residential parcels. For fiscal year 2020-2021, 87 residential parcels will be subject to the levy of the special tax since building permits for such parcels were issued prior to June 30, 2020.

CFD No. 2009-3 was established on April 7, 2009 and the special taxes are for services. CFD No. 2009-3 encompasses 143 residential parcels that are subject to the levy of the special tax. All 143 residential parcels are subject to the levy of a fiscal year 2020-2021 special tax since certificates of occupancy for such parcels were issued prior to May 1, 2020.

FINANCIAL IMPACT:

The special taxes being levied hereunder are at the same rate or at a lower rate than provided by each applicable Ordinance. Each ordinance sets forth the rate and method of apportionment (RMA) for the respective CFD and for each of the improvement areas within CFD No. 2005-2.

The fiscal year 2020-2021 special tax levy for CFD No. 2005-1 is \$0.00.

The fiscal year 2020-2021 facilities special tax levy by improvement area within CFD No. 2005-2 is as follows: \$203,579.70 for Improvement Area No. 1, \$0.00 for Improvement Area No. 2, and \$387,088.82 for Improvement Area No. 3. In comparison, it was \$202,060.90, \$0.00, and \$430,071.28 respectfully the previous year.

The fiscal year 2020-2021 services special tax levy by improvement area within CFD No. 2005-2 is as follows: \$62,535.20 for Improvement Area No. 1, \$68,788.72 for Improvement Area No. 2, and \$144,009.60 for Improvement Area No. 3. In comparison, it was: \$61,037.20, \$67,140.92, and \$102,911.64 respectfully the previous year.

The fiscal year 2020-2021 special tax levy for CFD No. 2006-1 is \$37,930.26. In comparison, it was \$32,341.04 the previous year.

The fiscal year 2020-2021 special tax levy for CFD No. 2009-3 is \$58,704.36. In comparison, it was \$57,297.24 the previous year.

OTHER AGENCY INVOLVEMENT:

Shayne M. Morgan of David Taussig & Associates, Inc., special tax consultant to the City.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

There are no alternatives as there would not be sufficient money to carry out the purposes, including bonded indebtedness, of the CFD's.

ATTACHMENTS:

Resolution Nos. 2020-20, 2020-21, and 2020-22

RESOLUTION NO. 2020-20

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE,
ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 2005-2 OF THE CITY
OF IONE (EDGEBROOK AND CASTLE OAKS PHASE II)
AUTHORIZING THE LEVY OF SPECIAL TAXES FOR FISCAL
YEAR 2020-2021

WHEREAS, on April 18, 2006, the City Council of the City of Ione (the "City Council") adopted Resolution No. 1535 stating its intention to form Community Facilities District No. 2005-2 of the City of Ione (Edgebrook and Castle Oaks Phase II) ("Community Facilities District No. 2005-2") and designate Improvement Area No. 1 ("Improvement Area No. 1"), Improvement Area No. 2 ("Improvement Area No. 2") and Improvement Area No. 3 ("Improvement Area No. 3") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311 *et seq.* of the Government Code (the "Act"); and

WHEREAS, on April 18, 2006, the City Council also adopted Resolution No. 1536 stating its intention to incur bonded indebtedness in the maximum amount of \$5,300,000 within Improvement Area No. 1, \$6,300,000 within Improvement Area No. 2 and \$15,400,000 within Improvement Area No. 3 for the purpose of financing the costs of refunding the District's share of the Community Facilities District No. 1989-1 (Country Club Estates-1) City of Ione, Amador County, California Series 1991 and the Community Facilities District No. 1989-2 (Country Club Estates-2) City of Ione, Amador County, California Series 1991, discharging the existing special tax liens on property within the District, and financing the costs of the facilities and incidental expenses described in Resolution No. 1536 to serve the area within Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3; and

WHEREAS, on June 6, 2006, the City Council adopted Resolution No. 1540 which established Community Facilities District No. 2005-2, designated Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3, authorized the levy of a special tax within

Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3 , and called an election within Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3 on the ballot proposition relating to levying a special tax combined and consolidated with the proposition relating to the incurring of bonded indebtedness; and

WHEREAS, on June 6, 2006, the City Council also adopted Resolution No. 1541 which determined the necessity to incur bonded indebtedness in the maximum amount of \$5,300,000 within Improvement Area No. 1, \$6,300,000 within Improvement Area No. 2 and \$15,400,000 within Improvement Area No. 3, and called an election within Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3 on the proposition of incurring bonded indebtedness combined and consolidated with the proposition of levying a special tax; and

WHEREAS, on June 6, 2006, an election was held within Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3, at which the qualified electors approved by more than a two-thirds vote the proposition of incurring bonded indebtedness of \$5,300,000 and the levying of a special tax within Improvement Area No. 1, incurring bonded indebtedness of \$6,300,000 and the levying of a special tax with Improvement Area No. 2, and incurring bonded indebtedness of \$15,400,000 and the levying of a special tax within Improvement Area No. 3, as set forth in Resolution Nos. 1540 and 1541; and

WHEREAS, on June 28, 2006, the City Council adopted Resolution No. 1542 which certified the results of the June 6, 2006 elections conducted by the City Clerk, which results showed that more than two-thirds of the votes cast were in favor of the proposition to incur bonded indebtedness and levy the special tax within Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3; and

WHEREAS, on June 29, 2006, the City Council adopted Ordinance No. 393 which authorized the levy of the special tax within Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3 ("Ordinance No. 393"); and

WHEREAS, subsequent to the adoption of Ordinance No. 393, the City Council determined that public necessity and convenience require that the rate and method of apportionment of the special tax for Improvement Area No. 3, described in Ordinance No. 393 and approved by the qualified electors within Improvement Area No. 3 at the special election held on June 6, 2006 pursuant to the Act, should be changed; and

WHEREAS, the City Council adopted Resolution No. 1707 on February 17, 2009 (the "Resolution of Consideration") expressing its intention to consider the proposed amendments to the rate and method of apportionment of the special tax for Improvement Area No. 3 and calling a public hearing on April 7, 2009 as required by Section 53338 of the Act; and

WHEREAS, on April 7, 2009, the City Council held a public hearing regarding the amendments in accordance with the requirements of Section 53338 of the Act at the conclusion of which the City Council determined to submit the proposed amendments to a vote of the qualified electors of the District within Improvement Area No. 3 and adopted Resolution No. 1714 calling an election on Proposition A to approve the amendments; and

WHEREAS, the election on Proposition A was held on April 7, 2009, and thereafter on April 7, 2009, the City Clerk canvassed the election results and certified that more than two-thirds of the votes cast were in favor of Proposition A; and

WHEREAS, on April 7, 2009, the City Council adopted Resolution No. 1716 as a resolution of change in accordance with Section 53338(b) of the Act, which declared the amendments to the Improvement Area No. 3 Rate and Method to be effective (the "Resolution of Change"); and

WHEREAS, on April 21, 2009, the City Council adopted Ordinance No. 427 amending Ordinance No. 393 (as so amended, the "Ordinance"); and

WHEREAS, this City Council hereby certifies that the Ordinance authorizing the levy of the special taxes within Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3 has been duly adopted in accordance with law and is legal and valid; and

WHEREAS, the Ordinance provides that the City Council is further authorized to determine, by ordinance, or by resolution if permitted by then applicable law, on or before August 10 of each year, the specific special tax to be levied on each parcel of land within Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3; and

WHEREAS, it is now necessary and appropriate that this City Council levy and collect the special taxes for Fiscal Year 2020-2021 for the purpose specified in the Ordinance by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, the City Council of the City of Ione acting in its capacity as the legislative body of Community Facilities District No. 2005-2 does resolve as follows:

Section 1. The above recitals are all true and correct.

Section 2. In accordance with Section 53340 of the Act and the Ordinance, there is hereby levied upon the parcels within Improvement Area No. 1 which are not otherwise exempt from taxation under the Act or the Ordinance the Special Taxes for Fiscal Year 2020-2021 (the "Improvement Area No. 1 Special Taxes"), at the tax rates set forth in Exhibit A-1 hereto, there is hereby levied upon parcels with Improvement Area No. 2 which are not otherwise exempt from taxation under the Act or the Ordinance the Special Tax for Fiscal Year 2020-2021 (the "Improvement Area No. 2 Special Taxes"), at the tax rate set forth in Exhibit A-2 hereto, and there is hereby levied upon parcels within Improvement Area No. 3 which are not otherwise exempt from taxation under the Act of Ordinance the Special Tax for Fiscal Year 2020-2021 (the "Improvement Area No. 3 Special Tax"), at the tax rates set forth in Exhibit A-3 hereto. The Special Tax

Consultant shall apportion the Improvement Area No. 1 Special Taxes, the Improvement Area No. 2 Special Taxes in the manner specified in Resolution No. 1540 and Improvement Area No. 3 Special Taxes as specified in Resolution No. 1716. Such rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, but no later than August 10, 2020, the Special Tax Consultant shall deliver the certified list of all parcels subject to the special tax levy including the amount of the Improvement Area No. 1 Special Taxes, the Improvement Area No. 2 Special Taxes and the Improvement Area No. 3 Special Taxes to be levied on each parcel in Fiscal Year 2020-2021 (the "Certified List") to the City Manager or his designee and thereafter, but in no event later than August 10, 2020, the City Manager or his designee shall cause a certified copy of this Resolution together with the Certified List, to be filed with the County Auditor-Controller, or in the case of direct billing, at a different time or in a different manner if necessary to meet its financial obligations. The Certified List may contain tax rates lower than those set forth in Exhibit A-1, Exhibit A-2 and Exhibit A-3 if the City Manager determines that such lower rates are adequate to accomplish the purposes of Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3 in Fiscal Year 2020-2021. The City Manager or his designee and the County Auditor-Controller are hereby authorized to make changes to the Certified List from time to time to correct any error in the amount of the levy on any parcel to make it consistent with the respective rate and method of apportionment for Improvement Area No. 1, Improvement Area No. 2 and Improvement Area No. 3 attached to the Ordinance, including, but not limited to, adding any parcels omitted from the Certified List or deleting any parcels included in the Certified List.

Section 3. Properties or entities of the state, federal or local governments shall be exempt from the above-referenced and approved Improvement Area No. 1 Special Taxes, Improvement Area No. 2 Special Taxes and Improvement Area No. 3 Special Taxes only to the extent set forth in the Ordinance and otherwise shall be subject to Improvement Area No. 1 Special Taxes, Improvement

Area No. 2 Special Taxes and Improvement Area No. 3 Special Taxes consistent with the provisions of Section 53317.3 of the Act in effect as of the date of adoption of this Resolution.

Section 4. All of the collections of Improvement Area No. 1 Special Taxes, Improvement Area No. 2 Special Taxes and Improvement Area No. 3 Special Taxes shall be used only as provided for in the Act and Resolution No. 1540 and Resolution No. 1716. The Improvement Area No. 1 Special Taxes, Improvement Area No. 2 Special Taxes and Improvement Area No. 3 Special Taxes shall be levied only so long as needed to accomplish the purposes described in Resolution No. 1540 and Resolution No. 1716.

Section 5. The Improvement Area No. 1 Special Taxes, Improvement Area No. 2 Special Taxes and Improvement Area No. 3 Special Taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this City Council from time to time.

Section 6. As a cumulative remedy, if any amount levied as the Improvement Area No. 1 Special Taxes, Improvement Area No. 2 Special Taxes or Improvement Area No. 3 Special Taxes for payment of interest or principal on any outstanding bonds of Improvement Area No. 1 ("Improvement Area No. 1 Bonds"), Improvement Area No. 2 ("Improvement Area No. 2 Bonds") or Improvement Area No. 3 ("Improvement Area No. 3 Bonds"), respectively, together with any penalties and other charges accruing under this Resolution, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal on the Improvement Area No. 1 Bonds, Improvement Area No. 2 Bonds or Improvement Area No. 3 Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Improvement Area No. 1 Special Taxes, Improvement Area No. 2 Special Taxes or Improvement Area No. 3 Special Taxes.

Section 7. The City Manager or his designee is hereby authorized to transmit a certified copy of this Resolution, together with the Certified List, to the County Assessor and/or the Treasurer-Tax Collector, together with other supporting documentation as may be required to place Improvement Area No. 1 Special Taxes, Improvement Area No. 2 Special Taxes or Improvement Area No. 3 Special Taxes on the secured property tax roll for Fiscal Year 2020-2021 and for the collection of the Improvement Area No. 1 Special Taxes, Improvement Area No. 2 Special Taxes or Improvement Area No. 3 Special Taxes in the manner of ad valorem property taxes and to perform all other acts which are required by the Act, the Ordinance, or by law or deemed necessary by the City Manager in order to accomplish the purpose of this Resolution, the Act or Improvement Area No. 1 Bond covenants Improvement Area No. 2 Bond covenants or Improvement Area No. 3 Bond covenants, or in the case of direct billing, the City Manager or his designer is hereby authorized to mail the applicable tax bill to the individual taxpayer.

Section 8. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Ione, California, this 21st day of July, 2020, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

MAYOR OF THE CITY OF IONE

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Exhibit A-1**Improvement Area No. 1 of
Community Facilities District No. 2005-2 of the City of Ione
(Edgebrook and Castle Oaks Phase II)**

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax A</i>	<i>FY 2020-2021 Special Tax B</i>
005-351-001-000	\$1,752.54	\$446.68
005-351-002-000	1,752.54	446.68
005-351-003-000	651.32	446.68
005-351-004-000	0.00	446.68
005-351-005-000	1,752.54	446.68
005-351-006-000	886.42	446.68
005-351-007-000	1,752.54	446.68
005-352-001-000	1,752.54	446.68
005-352-002-000	1,752.54	446.68
005-352-003-000	1,752.54	446.68
005-352-004-000	0.00	446.68
005-352-005-000	1,752.54	446.68
005-352-006-000	0.00	446.68
005-353-001-000	0.00	446.68
005-353-002-000	1,752.54	446.68
005-353-003-000	0.00	446.68
005-353-004-000	1,752.54	446.68
005-353-005-000	0.00	446.68
005-353-006-000	1,752.54	446.68
005-354-001-000	1,752.54	446.68
005-354-002-000	1,752.54	446.68
005-354-003-000	1,752.54	446.68
005-354-004-000	0.00	446.68
005-354-005-000	609.88	446.68
005-354-006-000	0.00	446.68
005-354-007-000	609.88	446.68
005-354-008-000	1,752.54	446.68
005-354-009-000	0.00	446.68
005-354-010-000	1,752.54	446.68
005-354-011-000	0.00	446.68
005-354-012-000	1,752.54	446.68
005-354-013-000	1,752.54	446.68
005-354-014-000	1,752.54	446.68
005-354-015-000	1,752.54	446.68
005-354-016-000	0.00	446.68
005-354-017-000	0.00	446.68
005-354-018-000	0.00	446.68
005-354-019-000	1,752.54	446.68
005-354-020-000	0.00	446.68
005-354-021-000	1,752.54	446.68
005-354-022-000	876.26	446.68

Exhibit A-1

**Improvement Area No. 1 of
Community Facilities District No. 2005-2 of the City of Ione
(Edgebrook and Castle Oaks Phase II)**

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax A</i>	<i>FY 2020-2021 Special Tax B</i>
005-354-023-000	0.00	446.68
005-354-024-000	1,752.54	446.68
005-354-025-000	1,752.54	446.68
005-354-026-000	1,752.54	446.68
005-354-027-000	1,752.54	446.68
005-354-028-000	1,752.54	446.68
005-355-001-000	347.26	446.68
005-355-002-000	1,752.54	446.68
005-355-003-000	0.00	446.68
005-355-004-000	0.00	446.68
005-355-005-000	1,752.54	446.68
005-355-006-000	1,752.54	446.68
005-355-007-000	1,752.54	446.68
005-355-008-000	1,752.54	446.68
005-355-009-000	1,752.54	446.68
005-355-011-000	1,752.54	446.68
005-355-012-000	1,752.54	446.68
005-355-013-000	1,752.54	446.68
005-355-014-000	1,752.54	446.68
005-355-015-000	1,752.54	446.68
005-355-016-000	1,752.54	446.68
005-355-017-000	1,752.54	446.68
005-355-018-000	1,752.54	446.68
005-355-019-000	0.00	446.68
005-355-020-000	0.00	446.68
005-355-021-000	1,752.54	446.68
005-355-022-000	1,752.54	446.68
005-355-023-000	1,752.54	446.68
005-355-024-000	1,752.54	446.68
005-355-025-000	1,752.54	446.68
005-355-026-000	1,752.54	446.68
005-355-028-000	1,752.54	446.68
005-355-029-000	1,752.54	446.68
005-355-030-000	0.00	446.68
005-355-031-000	1,752.54	446.68
005-355-032-000	1,752.54	446.68
005-355-033-000	1,752.54	446.68
005-355-034-000	1,752.54	446.68
005-355-035-000	1,752.54	446.68
005-355-036-000	1,752.54	446.68
005-430-001-000	2,105.06	446.68

Exhibit A-1

**Improvement Area No. 1 of
Community Facilities District No. 2005-2 of the City of Ione
(Edgebrook and Castle Oaks Phase II)**

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax A</i>	<i>FY 2020-2021 Special Tax B</i>
005-430-002-000	2,105.06	446.68
005-430-003-000	2,105.06	446.68
005-430-004-000	2,105.06	446.68
005-430-005-000	0.00	446.68
005-430-006-000	2,105.06	446.68
005-430-007-000	2,105.06	446.68
005-430-008-000	0.00	446.68
005-430-009-000	2,105.06	446.68
005-430-010-000	2,105.06	446.68
005-430-011-000	2,105.06	446.68
005-430-012-000	2,105.06	446.68
005-430-013-000	2,105.06	446.68
005-430-014-000	2,105.06	446.68
005-430-015-000	2,105.06	446.68
005-430-016-000	2,105.06	446.68
005-430-017-000	2,105.06	446.68
005-430-018-000	2,105.06	446.68
005-430-019-000	2,105.06	446.68
005-430-020-000	2,105.06	446.68
005-430-021-000	2,105.06	446.68
005-430-022-000	2,105.06	446.68
005-430-023-000	2,105.06	446.68
005-440-001-000	2,105.06	446.68
005-440-002-000	2,105.06	446.68
005-440-003-000	0.00	446.68
005-440-004-000	2,105.06	446.68
005-440-005-000	0.00	446.68
005-440-006-000	2,105.06	446.68
005-440-007-000	0.00	446.68
005-440-008-000	2,105.06	446.68
005-440-009-000	0.00	446.68
005-440-010-000	2,105.06	446.68
005-440-011-000	2,105.06	446.68
005-440-012-000	2,105.06	446.68
005-440-013-000	2,105.06	446.68
005-440-014-000	2,105.06	446.68
005-440-015-000	2,105.06	446.68
005-440-016-000	2,105.06	446.68
005-440-017-000	2,105.06	446.68
005-440-018-000	2,105.06	446.68
005-440-019-000	2,105.06	446.68

Exhibit A-1

**Improvement Area No. 1 of
Community Facilities District No. 2005-2 of the City of Ione
(Edgebrook and Castle Oaks Phase II)**

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax A</i>	<i>FY 2020-2021 Special Tax B</i>
005-440-020-000	0.00	446.68
005-440-021-000	2,105.06	446.68
005-440-022-000	2,105.06	446.68
005-440-023-000	2,105.06	446.68
005-440-024-000	2,105.06	446.68
005-440-025-000	2,105.06	446.68
005-440-026-000	1,003.42	446.68
005-440-027-000	0.00	446.68
005-440-028-000	2,105.06	446.68
005-440-029-000	2,105.06	446.68
005-440-030-000	0.00	446.68
005-440-031-000	1,162.68	446.68
005-440-032-000	2,105.06	446.68
005-440-033-000	2,105.06	446.68
005-440-034-000	2,105.06	446.68
005-440-035-000	2,105.06	446.68
005-440-036-000	2,105.06	446.68
Total FY 2020-2021 Special Tax Levy	\$203,579.70	\$62,535.20
Total Number of Parcels Taxed	111	140

Exhibit A-2

Improvement Area No. 2 of
Community Facilities District No. 2005-2 of the City of Ione
(Edgebrook and Castle Oaks Phase II)

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax A</i>	<i>FY 2020-2021 Special Tax B</i>
005-450-013-000	\$0.00	\$446.68
005-450-014-000	0.00	446.68
005-450-015-000	0.00	446.68
005-450-016-000	0.00	446.68
005-450-017-000	0.00	446.68
005-450-018-000	0.00	446.68
005-450-019-000	0.00	446.68
005-450-020-000	0.00	446.68
005-450-021-000	0.00	446.68
005-450-022-000	0.00	446.68
005-450-023-000	0.00	446.68
005-450-024-000	0.00	446.68
005-450-025-000	0.00	446.68
005-450-026-000	0.00	446.68
005-450-027-000	0.00	446.68
005-450-028-000	0.00	446.68
005-450-029-000	0.00	446.68
005-450-030-000	0.00	446.68
005-450-031-000	0.00	446.68
005-450-032-000	0.00	446.68
005-450-033-000	0.00	446.68
005-450-034-000	0.00	446.68
005-450-035-000	0.00	446.68
005-450-036-000	0.00	446.68
005-450-037-000	0.00	446.68
005-450-038-000	0.00	446.68
005-450-039-000	0.00	446.68
005-450-040-000	0.00	446.68
005-450-041-000	0.00	446.68
005-450-042-000	0.00	446.68
005-450-043-000	0.00	446.68
005-450-044-000	0.00	446.68
005-450-045-000	0.00	446.68
005-450-046-000	0.00	446.68
005-450-047-000	0.00	446.68
005-450-048-000	0.00	446.68
005-450-049-000	0.00	446.68
005-450-050-000	0.00	446.68
005-450-051-000	0.00	446.68
005-460-001-000	0.00	446.68
005-460-002-000	0.00	446.68

Exhibit A-2

**Improvement Area No. 2 of
Community Facilities District No. 2005-2 of the City of Ione
(Edgebrook and Castle Oaks Phase II)**

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax A</i>	<i>FY 2020-2021 Special Tax B</i>
005-460-003-000	0.00	446.68
005-460-005-000	0.00	446.68
005-460-006-000	0.00	446.68
005-460-007-000	0.00	446.68
005-460-008-000	0.00	446.68
005-460-009-000	0.00	446.68
005-460-010-000	0.00	446.68
005-460-011-000	0.00	446.68
005-460-012-000	0.00	446.68
005-460-014-000	0.00	446.68
005-460-015-000	0.00	446.68
005-460-016-000	0.00	446.68
005-460-021-000	0.00	446.68
005-460-022-000	0.00	446.68
005-460-023-000	0.00	446.68
005-460-024-000	0.00	446.68
005-460-025-000	0.00	446.68
005-460-026-000	0.00	446.68
005-460-027-000	0.00	446.68
005-460-028-000	0.00	446.68
005-460-029-000	0.00	446.68
005-460-030-000	0.00	446.68
005-460-031-000	0.00	446.68
005-460-032-000	0.00	446.68
005-460-033-000	0.00	446.68
005-460-034-000	0.00	446.68
005-460-035-000	0.00	446.68
005-460-036-000	0.00	446.68
005-471-002-000	0.00	446.68
005-471-003-000	0.00	446.68
005-471-004-000	0.00	446.68
005-471-005-000	0.00	446.68
005-471-006-000	0.00	446.68
005-471-007-000	0.00	446.68
005-471-008-000	0.00	446.68
005-471-009-000	0.00	446.68
005-471-010-000	0.00	446.68
005-471-011-000	0.00	446.68
005-471-012-000	0.00	446.68
005-471-013-000	0.00	446.68
005-471-014-000	0.00	446.68

Exhibit A-2

**Improvement Area No. 2 of
Community Facilities District No. 2005-2 of the City of Ione
(Edgebrook and Castle Oaks Phase II)**

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax A</i>	<i>FY 2020-2021 Special Tax B</i>
005-471-015-000	0.00	446.68
005-471-016-000	0.00	446.68
005-471-017-000	0.00	446.68
005-471-018-000	0.00	446.68
005-471-019-000	0.00	446.68
005-471-020-000	0.00	446.68
005-471-021-000	0.00	446.68
005-471-022-000	0.00	446.68
005-471-023-000	0.00	446.68
005-472-001-000	0.00	446.68
005-472-002-000	0.00	446.68
005-472-004-000	0.00	446.68
005-472-005-000	0.00	446.68
005-472-006-000	0.00	446.68
005-472-007-000	0.00	446.68
005-472-008-000	0.00	446.68
005-472-009-000	0.00	446.68
005-472-010-000	0.00	446.68
005-472-011-000	0.00	446.68
005-472-012-000	0.00	446.68
005-472-013-000	0.00	446.68
005-472-014-000	0.00	446.68
005-472-015-000	0.00	446.68
005-472-016-000	0.00	446.68
005-472-017-000	0.00	446.68
005-473-001-000	0.00	446.68
005-473-002-000	0.00	446.68
005-473-003-000	0.00	446.68
005-473-004-000	0.00	446.68
005-473-005-000	0.00	446.68
005-473-006-000	0.00	446.68
005-473-007-000	0.00	446.68
005-473-008-000	0.00	446.68
005-473-009-000	0.00	446.68
005-473-010-000	0.00	446.68
005-473-011-000	0.00	446.68
005-473-012-000	0.00	446.68
005-473-013-000	0.00	446.68
005-473-014-000	0.00	446.68
005-473-015-000	0.00	446.68
005-473-016-000	0.00	446.68

Exhibit A-2

**Improvement Area No. 2 of
Community Facilities District No. 2005-2 of the City of Ione
(Edgebrook and Castle Oaks Phase II)**

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax A</i>	<i>FY 2020-2021 Special Tax B</i>
005-473-017-000	0.00	446.68
005-473-018-000	0.00	446.68
005-473-019-000	0.00	446.68
005-473-020-000	0.00	446.68
005-473-021-000	0.00	446.68
005-474-001-000	0.00	446.68
005-474-002-000	0.00	446.68
005-474-003-000	0.00	446.68
005-474-004-000	0.00	446.68
005-474-005-000	0.00	446.68
005-474-006-000	0.00	446.68
005-474-007-000	0.00	446.68
005-474-008-000	0.00	446.68
005-474-009-000	0.00	446.68
005-474-010-000	0.00	446.68
005-474-011-000	0.00	446.68
005-474-012-000	0.00	446.68
005-474-013-000	0.00	446.68
005-474-014-000	0.00	446.68
005-474-015-000	0.00	446.68
005-474-016-000	0.00	446.68
005-474-017-000	0.00	446.68
005-474-018-000	0.00	446.68
005-474-019-000	0.00	446.68
005-474-020-000	0.00	446.68
005-474-021-000	0.00	446.68
005-474-022-000	0.00	446.68
005-474-023-000	0.00	446.68
005-474-024-000	0.00	446.68
005-474-025-000	0.00	446.68
005-474-026-000	0.00	446.68
Total FY 2020-2021 Special Tax Levy	\$0.00	\$68,788.72
Total Number of Parcels Taxed	0	154

Exhibit A-3

**Improvement Area No. 3 of
Community Facilities District No. 2005-2 of the City of Ione
(Edgebrook and Castle Oaks Phase II)**

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax A</i>	<i>FY 2020-2021 Special Tax B</i>
005-320-033-000	\$55,419.82	\$0.00
005-320-035-000	35,187.42	0.00
005-320-041-000	87,515.00	0.00
005-320-046-000	30,904.56	0.00
005-320-047-000	64,200.38	0.00
005-320-048-000	91,800.04	0.00
005-450-001-000	2,757.70	857.20
005-450-002-000	2,757.70	857.20
005-450-003-000	2,757.70	857.20
005-450-004-000	0.00	857.20
005-450-005-000	2,757.70	857.20
005-450-006-000	2,757.70	857.20
005-450-007-000	0.00	857.20
005-450-009-000	2,757.70	857.20
005-450-010-000	0.00	857.20
005-450-011-000	0.00	857.20
005-450-012-000	0.00	857.20
005-450-052-000	0.00	857.20
005-450-053-000	0.00	857.20
005-450-054-000	0.00	857.20
005-450-055-000	0.00	857.20
005-450-056-000	0.00	857.20
005-450-057-000	0.00	857.20
005-450-058-000	0.00	857.20
005-450-059-000	0.00	857.20
005-450-060-000	0.00	857.20
005-450-061-000	0.00	857.20
005-450-062-000	0.00	857.20
005-450-063-000	0.00	857.20
005-450-064-000	0.00	857.20
005-450-065-000	0.00	857.20
005-450-066-000	0.00	857.20
005-450-067-000	0.00	857.20
005-450-068-000	0.00	857.20
005-450-069-000	0.00	857.20
005-450-070-000	0.00	857.20
005-460-018-000	2,757.70	857.20
005-460-019-000	2,757.70	857.20
005-460-020-000	0.00	857.20
005-460-041-000	0.00	857.20
005-460-049-000	0.00	857.20

Exhibit A-3

Improvement Area No. 3 of
Community Facilities District No. 2005-2 of the City of Ione
(Edgebrook and Castle Oaks Phase II)

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax A</i>	<i>FY 2020-2021 Special Tax B</i>
005-460-050-000	0.00	857.20
005-460-051-000	0.00	857.20
005-460-052-000	0.00	857.20
005-460-053-000	0.00	857.20
005-460-054-000	0.00	857.20
005-460-055-000	0.00	857.20
005-480-001-000	0.00	857.20
005-480-002-000	0.00	857.20
005-480-003-000	0.00	857.20
005-480-004-000	0.00	857.20
005-480-005-000	0.00	857.20
005-480-006-000	0.00	857.20
005-480-007-000	0.00	857.20
005-480-008-000	0.00	857.20
005-480-009-000	0.00	857.20
005-480-010-000	0.00	857.20
005-480-011-000	0.00	857.20
005-480-012-000	0.00	857.20
005-480-013-000	0.00	857.20
005-480-014-000	0.00	857.20
005-480-015-000	0.00	857.20
005-480-016-000	0.00	857.20
005-480-017-000	0.00	857.20
005-480-018-000	0.00	857.20
005-480-020-000	0.00	857.20
005-480-023-000	0.00	857.20
005-480-024-000	0.00	857.20
005-480-025-000	0.00	857.20
005-480-026-000	0.00	857.20
005-480-027-000	0.00	857.20
005-480-028-000	0.00	857.20
005-480-029-000	0.00	857.20
005-480-030-000	0.00	857.20
005-480-031-000	0.00	857.20
005-480-032-000	0.00	857.20
005-480-033-000	0.00	857.20
005-480-034-000	0.00	857.20
005-480-035-000	0.00	857.20
005-480-036-000	0.00	857.20
005-480-037-000	0.00	857.20
005-480-038-000	0.00	857.20

Exhibit A-3

**Improvement Area No. 3 of
Community Facilities District No. 2005-2 of the City of Ione
(Edgebrook and Castle Oaks Phase II)**

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax A</i>	<i>FY 2020-2021 Special Tax B</i>
005-480-039-000	0.00	857.20
005-480-040-000	0.00	857.20
005-480-041-000	0.00	857.20
005-480-042-000	0.00	857.20
005-480-043-000	0.00	857.20
005-480-044-000	0.00	857.20
005-480-045-000	0.00	857.20
005-490-001-000	0.00	857.20
005-490-002-000	0.00	857.20
005-490-003-000	0.00	857.20
005-490-005-000	0.00	857.20
005-490-006-000	0.00	857.20
005-490-007-000	0.00	857.20
005-490-008-000	0.00	857.20
005-490-009-000	0.00	857.20
005-490-010-000	0.00	857.20
005-490-011-000	0.00	857.20
005-490-012-000	0.00	857.20
005-490-013-000	0.00	857.20
005-490-014-000	0.00	857.20
005-490-015-000	0.00	857.20
005-490-016-000	0.00	857.20
005-490-017-000	0.00	857.20
005-490-018-000	0.00	857.20
005-490-019-000	0.00	857.20
005-490-022-000	0.00	857.20
005-490-023-000	0.00	857.20
005-490-024-000	0.00	857.20
005-490-025-000	0.00	857.20
005-490-026-000	0.00	857.20
005-490-027-000	0.00	857.20
005-490-028-000	0.00	857.20
005-490-029-000	0.00	857.20
005-490-030-000	0.00	857.20
005-490-031-000	0.00	857.20
005-490-032-000	0.00	857.20
005-490-033-000	0.00	857.20
005-490-034-000	0.00	857.20
005-490-035-000	0.00	857.20
005-490-036-000	0.00	857.20
005-490-038-000	0.00	857.20

Exhibit A-3

Improvement Area No. 3 of
Community Facilities District No. 2005-2 of the City of Ione
(Edgebrook and Castle Oaks Phase II)

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax A</i>	<i>FY 2020-2021 Special Tax B</i>
005-490-039-000	0.00	857.20
005-490-040-000	0.00	857.20
005-500-001-000	0.00	857.20
005-500-002-000	0.00	857.20
005-500-003-000	0.00	857.20
005-500-004-000	0.00	857.20
005-500-006-000	0.00	857.20
005-500-007-000	0.00	857.20
005-500-012-000	0.00	857.20
005-500-013-000	0.00	857.20
005-500-014-000	0.00	857.20
005-500-015-000	0.00	857.20
005-500-016-000	0.00	857.20
005-500-017-000	0.00	857.20
005-500-018-000	0.00	857.20
005-500-019-000	0.00	857.20
005-500-020-000	0.00	857.20
005-500-021-000	0.00	857.20
005-500-022-000	0.00	857.20
005-500-023-000	0.00	857.20
005-500-024-000	0.00	857.20
005-500-025-000	0.00	857.20
005-500-026-000	0.00	857.20
005-500-027-000	0.00	857.20
005-500-028-000	0.00	857.20
005-500-030-000	0.00	857.20
005-500-031-000	0.00	857.20
005-510-001-000	0.00	857.20
005-510-002-000	0.00	857.20
005-510-003-000	0.00	857.20
005-510-004-000	0.00	857.20
005-510-005-000	0.00	857.20
005-510-006-000	0.00	857.20
005-510-007-000	0.00	857.20
005-510-008-000	0.00	857.20
005-510-009-000	0.00	857.20
005-510-010-000	0.00	857.20
005-510-011-000	0.00	857.20
005-510-012-000	0.00	857.20
005-510-013-000	0.00	857.20
005-510-014-000	0.00	857.20

Exhibit A-3

**Improvement Area No. 3 of
Community Facilities District No. 2005-2 of the City of Ione
(Edgebrook and Castle Oaks Phase II)**

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax A</i>	<i>FY 2020-2021 Special Tax B</i>
005-510-015-000	0.00	857.20
005-510-016-000	0.00	857.20
005-510-017-000	0.00	857.20
005-510-018-000	0.00	857.20
005-510-019-000	0.00	857.20
005-510-020-000	0.00	857.20
005-510-021-000	0.00	857.20
005-510-022-000	0.00	857.20
005-510-023-000	0.00	857.20
005-510-024-000	0.00	857.20
Total FY 2020-2021 Special Tax Levy	\$387,088.82	\$144,009.60
Total Number of Parcels Taxed	14	168

RESOLUTION NO. 2020-21

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE,
ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 2006-1 OF THE CITY
OF IONE (WILDFLOWER-PUBLIC SAFETY SERVICES)
AUTHORIZING THE LEVY OF SPECIAL TAXES FOR FISCAL
YEAR 2020-2021

WHEREAS, on January 3, 2006, the City Council of the City of Ione (the "City Council") adopted Resolution No. 1492 stating its intention to form Community Facilities District No. 2006-1 of the City of Ione (Wildflower-Public Safety Services) ("Community Facilities District No. 2006-1" or "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311 *et seq.* of the Government Code (the "Act"); and

WHEREAS, on February 7, 2006, the City Council adopted Resolution No. 1522 which established Community Facilities District No. 2006-1 to pay for police and fire protection and rescue services, authorized the levy of a special tax within Community Facilities District No. 2006-1, called an election within Community Facilities District No. 2006-1 on the ballot proposition relating to levying a special tax and establishing an appropriations limit, and approved and authorized certain actions related to the levy of the special tax and the election; and

WHEREAS, on February 7, 2006, an election was held within Community Facilities District No. 2006-1 at which the qualified electors approved by more than a two-thirds vote the proposition of levying a special tax within Community Facilities District No. 2006-1 as set forth in Resolution No. 1522; and

WHEREAS, on February 7, 2006, the City Council adopted Resolution No. 1523 which certified the results of the February 7, 2006 election conducted by the City Clerk, which results showed that more than two-thirds of the votes cast were in favor of the proposition to levy the special tax within Community Facilities Districts No. 2006-1; and

WHEREAS, on February 21, 2006, the City Council adopted Ordinance No. 392 which authorized the levy of the special tax within Community Facilities District No. 2006-1 (the "Ordinance"); and

WHEREAS, this City Council hereby certifies that the Ordinance authorizing the levy of the special taxes within Community Facilities District No. 2006-1 has been duly adopted in accordance with law and is legal and valid; and

WHEREAS, the Ordinance provides that the City Council is further authorized to determine, by ordinance, or by resolution if permitted by then applicable law, on or before August 10 of each year, the specific special tax to be levied on each parcel of land in Community Facilities District No. 2006-1; and

WHEREAS, it is now necessary and appropriate that this City Council levy and collect the special taxes for Fiscal Year 2020-2021 for the purpose specified in the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, the City Council of the City of Ione acting in its capacity as the legislative body of Community Facilities District No. 2006-1 does resolve as follows:

Section 1. The above recitals are all true and correct.

Section 2. In accordance with Section 53340 of the Act and the Ordinance, there is hereby levied upon the parcels within the Community Facilities District No. 2006-1 which are not otherwise exempt from taxation under the Act or the Ordinance the special taxes for Fiscal Year 2020-2021 (the "Special Taxes"), at the tax rates set forth in Exhibit A hereto. The Special Tax Consultant shall apportion the Special Taxes in the manner specified in Resolution No. 1522. Such rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, but no later than August 10, 2020, the Special Tax Consultant shall deliver the certified list of all parcels subject

to the special tax levy including the amount of the Special Taxes to be levied on each parcel in Fiscal Year 2020-2021 (the "Certified List") to the City Manager or her designee and thereafter, but in no event later than August 10, 2020, the City Manager or her designee shall cause a certified copy of this Resolution together with the Certified List, to be filed with the County Auditor-Controller. The Certified List may contain tax rates lower than those set forth in Exhibit A if the City Manager determines that such lower rates are adequate to accomplish the purposes of Community Facilities District No. 2006-1 in Fiscal Year 2020-2021. The City Manager or her designee and the County Auditor-Controller are hereby authorized to make changes to the Certified List from time to time to correct any error in the amount of the levy on any parcel to make it consistent with the respective rate and method of apportionment for Community Facilities District No. 2006-1 attached to the Ordinance, including, but not limited to, adding any parcels omitted from the Certified List or deleting any parcels included in the Certified List.

Section 3. Properties or entities of the state, federal or local governments shall be exempt from the above-referenced and approved Special Taxes only to the extent set forth in the Ordinance and otherwise shall be subject to the Special Taxes consistent with the provisions of Section 53317.3 of the Act in effect as of the date of adoption of this Resolution.

Section 4. All of the collections of the Special Taxes shall be used only as provided for in the Act and Resolution No. 1522. The Special Taxes shall be levied only so long as needed to accomplish the purposes described in Resolution No. 1522.

Section 5. The Special Taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this City Council from time to time.

Section 6. As a cumulative remedy, if any amount levied as the Special Taxes, together with any penalties and other charges accruing under this Resolution, are not paid when due, the City

Council may, not later than four years after the due date of the last installment order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Taxes.

Section 7. The City Manager or her designee is hereby authorized to transmit a certified copy of this Resolution, together with the Certified List, to the County Assessor and/or the Treasurer-Tax Collector, together with other supporting documentation as may be required to place the Special Taxes on the secured property tax roll for Fiscal Year 2020-2021 and for the collection of the Special Taxes in the manner of ad valorem property taxes and to perform all other acts which are required by the Act, the Ordinance, or by law or deemed necessary by the City Manager in order to accomplish the purpose of this Resolution or the Act.

Section 8. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Ione, California, this 21st day of July, 2020, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

MAYOR OF THE CITY OF IONE

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Exhibit A

**Community Facilities District No. 2006-1 of the City of Ione
(Wildflower-Public Safety Services)**

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax</i>
011-340-001-000	\$435.98
011-340-002-000	435.98
011-340-003-000	435.98
011-340-004-000	435.98
011-340-005-000	435.98
011-340-006-000	435.98
011-340-007-000	435.98
011-340-008-000	435.98
011-340-009-000	435.98
011-340-010-000	435.98
011-340-011-000	435.98
011-340-012-000	435.98
011-340-013-000	435.98
011-340-014-000	435.98
011-340-015-000	435.98
011-340-016-000	435.98
011-340-017-000	435.98
011-340-018-000	435.98
011-340-019-000	435.98
011-340-020-000	435.98
011-340-021-000	435.98
011-340-022-000	435.98
011-340-023-000	435.98
011-340-024-000	435.98
011-340-025-000	435.98
011-340-026-000	435.98
011-340-027-000	435.98
011-340-028-000	435.98
011-340-029-000	435.98
011-340-030-000	435.98
011-340-031-000	435.98
011-340-032-000	435.98
011-340-033-000	435.98
011-340-034-000	435.98
011-340-035-000	435.98
011-340-036-000	435.98
011-340-037-000	435.98
011-340-038-000	435.98
011-340-039-000	435.98
011-340-040-000	435.98
011-340-041-000	435.98
011-340-042-000	435.98

Exhibit A

**Community Facilities District No. 2006-1 of the City of Ione
(Wildflower-Public Safety Services)**

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax</i>
011-340-043-000	435.98
011-340-044-000	435.98
011-340-045-000	435.98
011-340-046-000	435.98
011-340-047-000	435.98
011-350-001-000	435.98
011-350-002-000	435.98
011-350-003-000	435.98
011-350-004-000	435.98
011-350-005-000	435.98
011-350-006-000	435.98
011-350-007-000	435.98
011-350-008-000	435.98
011-350-009-000	435.98
011-350-010-000	435.98
011-350-011-000	435.98
011-350-012-000	435.98
011-350-013-000	435.98
011-350-014-000	435.98
011-350-015-000	435.98
011-350-016-000	435.98
011-350-017-000	435.98
011-350-018-000	435.98
011-350-019-000	435.98
011-350-020-000	435.98
011-350-021-000	435.98
011-350-022-000	435.98
011-350-023-000	435.98
011-350-024-000	435.98
011-350-025-000	435.98
011-350-026-000	435.98
011-350-027-000	435.98
011-350-028-000	435.98
011-350-029-000	435.98
011-350-030-000	435.98
011-350-031-000	435.98
011-350-032-000	435.98
011-350-033-000	435.98
011-350-034-000	435.98
011-350-035-000	435.98
011-350-036-000	435.98
011-350-037-000	435.98

Exhibit A

**Community Facilities District No. 2006-1 of the City of Ione
(Wildflower-Public Safety Services)**

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax</i>
011-350-038-000	435.98
011-350-039-000	435.98
011-350-040-000	435.98
Total FY 2020-2021 Special Tax Levy	\$37,930.26
Total Number of Parcels	87

RESOLUTION NO. 2020-22

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE,
ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 2009-3 OF THE CITY
OF IONE (CASTLE OAKS PHASE II) AUTHORIZING THE LEVY
OF SPECIAL TAXES FOR FISCAL YEAR 2020-2021

WHEREAS, on February 17, 2009, the City Council of the City of Ione (the "City Council") adopted Resolution No. 1706 stating its intention to form Community Facilities District No. 2009-3 of the City of Ione (Castle Oaks Phase II) ("Community Facilities District No. 2009-3" or "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311 *et seq.* of the Government Code (the "Act"); and

WHEREAS, on April 7, 2009, the City Council adopted Resolution No. 1715 which established Community Facilities District No. 2009-3 to pay for police protection services, fire protection and rescue services and the maintenance of parks, parkways, open space, landscape and lighting services, including maintaining an operating reserve in connection therewith, authorized the levy of a special tax within Community Facilities District No. 2009-3, called an election within Community Facilities District No. 2009-3 on the ballot proposition relating to levying a special tax and establishing an appropriations limit, and approved and authorized certain actions related to the levy of the special tax and the election; and

WHEREAS, on April 7, 2009, an election was held within Community Facilities District No. 2009-3 at which the qualified electors approved by more than a two-thirds vote the proposition of levying a special tax within Community Facilities District No. 2009-3 as set forth in Resolution No. 1715; and

WHEREAS, on April 7, 2009, the City Council adopted Resolution No. 1717 which certified the results of the April 7, 2009 election conducted by the City Clerk, which results showed that more

than two-thirds of the votes cast were in favor of the proposition to levy the special tax within Community Facilities Districts No. 2009-3; and

WHEREAS, on April 21, 2009, the City Council adopted Ordinance No. 428 which authorized the levy of the special tax within Community Facilities District No. 2009-3 (the "Ordinance"); and

WHEREAS, this City Council hereby certifies that the Ordinance authorizing the levy of the special taxes within Community Facilities District No. 2009-3 has been duly adopted in accordance with law and is legal and valid; and

WHEREAS, the Ordinance provides that the City Council is further authorized to determine, by ordinance, or by resolution if permitted by then applicable law, on or before August 10 of each year, the specific special tax to be levied on each parcel of land in Community Facilities District No. 2009-3; and

WHEREAS, it is now necessary and appropriate that this City Council levy and collect the special taxes for Fiscal Year 2020-2021 for the purpose specified in the Ordinance, by the adoption of a resolution as specified by the Act and the Ordinance; and

WHEREAS, the special taxes being levied hereunder are at the same rate or at a lower rate than provided by the Ordinance;

NOW, THEREFORE, the City Council of the City of Ione acting in its capacity as the legislative body of Community Facilities District No. 2009-3 does resolve as follows:

Section 1. The above recitals are all true and correct.

Section 2. In accordance with Section 53340 of the Act and the Ordinance, there is hereby levied upon the parcels within the Community Facilities District No. 2009-3 which are not otherwise exempt from taxation under the Act or the Ordinance the special taxes for Fiscal Year 2020-2021 (the "Special Taxes"), at the tax rates set forth in Exhibit A hereto. The Special Tax Consultant shall apportion the Special Taxes in the manner specified in Resolution No. 1715. Such rates do not

exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, but no later than August 10, 2020, the Special Tax Consultant shall deliver the certified list of all parcels subject to the special tax levy including the amount of the Special Taxes to be levied on each parcel in Fiscal Year 2020-2021 (the "Certified List") to the City Manager or her designee and thereafter, but in no event later than August 10, 2020, the City Manager or her designee shall cause a certified copy of this Resolution together with the Certified List, to be filed with the County Auditor-Controller. The Certified List may contain tax rates lower than those set forth in Exhibit A if the City Manager determines that such lower rates are adequate to accomplish the purposes of Community Facilities District No. 2009-3 in Fiscal Year 2020-2021. The City Manager or her designee and the County Auditor-Controller are hereby authorized to make changes to the Certified List from time to time to correct any error in the amount of the levy on any parcel to make it consistent with the respective rate and method of apportionment for Community Facilities District No. 2009-3 attached to the Ordinance, including, but not limited to, adding any parcels omitted from the Certified List or deleting any parcels included in the Certified List.

Section 3. Properties or entities of the state, federal or local governments shall be exempt from the above-referenced and approved Special Taxes only to the extent set forth in the Ordinance and otherwise shall be subject to the Special Taxes consistent with the provisions of Section 53317.3 of the Act in effect as of the date of adoption of this Resolution.

Section 4. All of the collections of the Special Taxes shall be used only as provided for in the Act and Resolution No. 1715. The Special Taxes shall be levied only so long as needed to accomplish the purposes described in Resolution No. 1715.

Section 5. The Special Taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this City Council from time to time.

Section 6. As a cumulative remedy, if any amount levied as the Special Taxes, together with any penalties and other charges accruing under this Resolution, are not paid when due, the City Council may, not later than four years after the due date of the last installment order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Taxes.

Section 7. The City Manager or her designee is hereby authorized to transmit a certified copy of this Resolution, together with the Certified List, to the County Assessor and/or the Treasurer-Tax Collector, together with other supporting documentation as may be required to place the Special Taxes on the secured property tax roll for Fiscal Year 2020-2021 and for the collection of the Special Taxes in the manner of ad valorem property taxes and to perform all other acts which are required by the Act, the Ordinance, or by law or deemed necessary by the City Manager in order to accomplish the purpose of this Resolution or the Act.

Section 8. This Resolution shall be effective upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Ione, California, this 21st day of July, 2020, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

MAYOR OF THE CITY OF IONE

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Exhibit A

**Community Facilities District No. 2009-3 of the City of Ione
(Castle Oaks Phase II)**

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax</i>
005-450-013-000	\$410.52
005-450-014-000	410.52
005-450-015-000	410.52
005-450-017-000	410.52
005-450-018-000	410.52
005-450-019-000	410.52
005-450-020-000	410.52
005-450-021-000	410.52
005-450-022-000	410.52
005-450-023-000	410.52
005-450-024-000	410.52
005-450-025-000	410.52
005-450-026-000	410.52
005-450-030-000	410.52
005-450-031-000	410.52
005-450-032-000	410.52
005-450-033-000	410.52
005-450-034-000	410.52
005-450-035-000	410.52
005-450-036-000	410.52
005-450-037-000	410.52
005-450-038-000	410.52
005-450-039-000	410.52
005-450-040-000	410.52
005-450-041-000	410.52
005-450-042-000	410.52
005-450-043-000	410.52
005-450-044-000	410.52
005-450-045-000	410.52
005-450-046-000	410.52
005-450-047-000	410.52
005-450-048-000	410.52
005-450-049-000	410.52
005-450-050-000	410.52
005-450-051-000	410.52
005-460-001-000	410.52
005-460-002-000	410.52
005-460-003-000	410.52
005-460-005-000	410.52
005-460-006-000	410.52
005-460-007-000	410.52
005-460-008-000	410.52
005-460-009-000	410.52
005-460-010-000	410.52

Exhibit A

**Community Facilities District No. 2009-3 of the City of Ione
(Castle Oaks Phase II)**

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax</i>
005-460-011-000	410.52
005-460-012-000	410.52
005-460-014-000	410.52
005-460-015-000	410.52
005-460-016-000	410.52
005-460-021-000	410.52
005-460-022-000	410.52
005-460-023-000	410.52
005-460-024-000	410.52
005-460-025-000	410.52
005-460-026-000	410.52
005-460-027-000	410.52
005-460-028-000	410.52
005-460-029-000	410.52
005-460-030-000	410.52
005-460-031-000	410.52
005-460-032-000	410.52
005-460-033-000	410.52
005-460-034-000	410.52
005-460-035-000	410.52
005-460-036-000	410.52
005-471-002-000	410.52
005-471-003-000	410.52
005-471-007-000	410.52
005-471-008-000	410.52
005-471-009-000	410.52
005-471-010-000	410.52
005-471-011-000	410.52
005-471-012-000	410.52
005-471-013-000	410.52
005-471-014-000	410.52
005-471-015-000	410.52
005-471-016-000	410.52
005-471-017-000	410.52
005-471-018-000	410.52
005-471-019-000	410.52
005-471-020-000	410.52
005-471-021-000	410.52
005-471-022-000	410.52
005-471-023-000	410.52
005-472-001-000	410.52
005-472-002-000	410.52
005-472-004-000	410.52
005-472-005-000	410.52

Exhibit A

**Community Facilities District No. 2009-3 of the City of Ione
(Castle Oaks Phase II)**

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax</i>
005-472-006-000	410.52
005-472-007-000	410.52
005-472-008-000	410.52
005-472-009-000	410.52
005-472-010-000	410.52
005-472-011-000	410.52
005-472-012-000	410.52
005-472-016-000	410.52
005-472-017-000	410.52
005-473-001-000	410.52
005-473-002-000	410.52
005-473-003-000	410.52
005-473-004-000	410.52
005-473-005-000	410.52
005-473-006-000	410.52
005-473-007-000	410.52
005-473-008-000	410.52
005-473-009-000	410.52
005-473-010-000	410.52
005-473-011-000	410.52
005-473-012-000	410.52
005-473-013-000	410.52
005-473-014-000	410.52
005-473-015-000	410.52
005-473-016-000	410.52
005-473-017-000	410.52
005-473-018-000	410.52
005-473-020-000	410.52
005-473-021-000	410.52
005-474-001-000	410.52
005-474-002-000	410.52
005-474-003-000	410.52
005-474-004-000	410.52
005-474-005-000	410.52
005-474-006-000	410.52
005-474-007-000	410.52
005-474-008-000	410.52
005-474-009-000	410.52
005-474-010-000	410.52
005-474-011-000	410.52
005-474-012-000	410.52
005-474-013-000	410.52
005-474-014-000	410.52
005-474-015-000	410.52

Exhibit A

**Community Facilities District No. 2009-3 of the City of Ione
(Castle Oaks Phase II)**

<i>Assessor's Parcel Number</i>	<i>FY 2020-2021 Special Tax</i>
005-474-016-000	410.52
005-474-017-000	410.52
005-474-018-000	410.52
005-474-019-000	410.52
005-474-020-000	410.52
005-474-021-000	410.52
005-474-022-000	410.52
005-474-023-000	410.52
005-474-024-000	410.52
005-474-025-000	410.52
005-474-026-000	410.52
Total FY 2020-2021 Special Tax Levy	\$58,704.36
Total Number of Parcels	143

#4

RESOLUTION NO. 2020-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE
APPOINTING THE VOTING DELEGATE AND ALTERNATE FOR THE
2020 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ione at their regular meeting held on July 21, 2020 designated the following voting delegate and alternate for the 2018 League of California Cities Annual Conference as follows:

Voting Delegate: Diane Wratten, Mayor

Alternate: Stacy Rhoades, Vice Mayor

The foregoing resolution was duly introduced and adopted by the City Council of the City of Ione at their regular meeting held on July 21, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Diane Wratten, Mayor

Attest:

Janice Traverso, City Clerk

RESOLUTION NO. 2020-26**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE
REQUESTING ELECTION SUPPORT SERVICES FROM
AMADOR COUNTY CLERK**

WHEREAS, the City Council desires to have the County Clerk assist in the preparation and conduct of a General, Special, Primary, and Recall Election as provided in the Election Code of the State of California; and

WHEREAS, the City Council of the City of Ione does hereby resolve as follows:

Section 1: The City Council hereby request the Board of Supervisors for the County of Amador to permit the County Clerk to provide Election Support Services as described in Section 2 below:

Section 2: The service requested of the County Clerk include:

- a. Layout and printing of sample ballot booklets, absentee ballots and regular vote ballots from written materials submitted by the City Clerk
- b. Mailing of sample ballot booklets
- c. Distribution of sample ballot booklets
- d. Distribute, collect and process ballots and tabulate election results
- e. Canvass election returns and provide State of Elections results to City Clerk

Section 3: The City agrees to reimburse the County for the cost of said election services performed by the County Clerk

Section 4: The City Clerk is directed to forward without delay to the County Elections Department, a certified copy of this resolution.

The foregoing resolution was duly introduced and adopted by the City Council of the City of Ione at their regular meeting held on July 21, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Diane Wratten, Mayor

Attest:

Janice Traverso, City Clerk

Agenda Item

6

DATE: July 21, 2020
TO: Honorable City Council
FROM: John Wanger, City Engineer
SUBJECT: Award of the 2020 Pavement Rehabilitation Project

RECOMMENDED ACTION:

That the City Council:

- a. Receive staff report; and
- b. Approve the attached resolution awarding the project to All-American Construction.

FISCAL IMPACT:

Funding for the project will come from both Gas Tax funds (Fund 2111), from FY2019/20 SB-1 monies as received by the State.

BACKGROUND:

On March 17, 2020 the City Council considered a listing of streets to receive treatment based on anticipated funds to be received from the SB-1 funding for Fiscal 2019/20. The council approved the selected streets and authorized bid documents to be completed and for the project to move forward. The bid documents were completed in June and the project was publicly bid. Bids were due on July 14, 2020. At the bid opening nine bids were received ranging in price from \$157,300.40 to \$325,123. The low bid was submitted by All-American Construction. The estimate on the project was \$258,561.

In reviewing the bids submitted, it appears that the unit price for a number of the line items were in below the pricing in the engineer's estimate. It should be noted that the next lowest bid was \$170,631 and several of the other bids were in the \$220,000 to \$250,000 range.

Due diligence has been performed for All-American Construction bid submittal. All-American Construction contractor's license check verified they have an active Class A license that expires in June 30, 2022. The bid checks out mathematically and all required bid information appears to be in order. Additionally, as the City has never worked with

this contractor before, staff checked with other agencies they have done work for. In particular, the City of Yuba City provided good references for the company on a recent job much larger than the one being awarded herein.

Based on the finding that All-American Construction bid is a valid bid, the following is the estimated budget for the project:

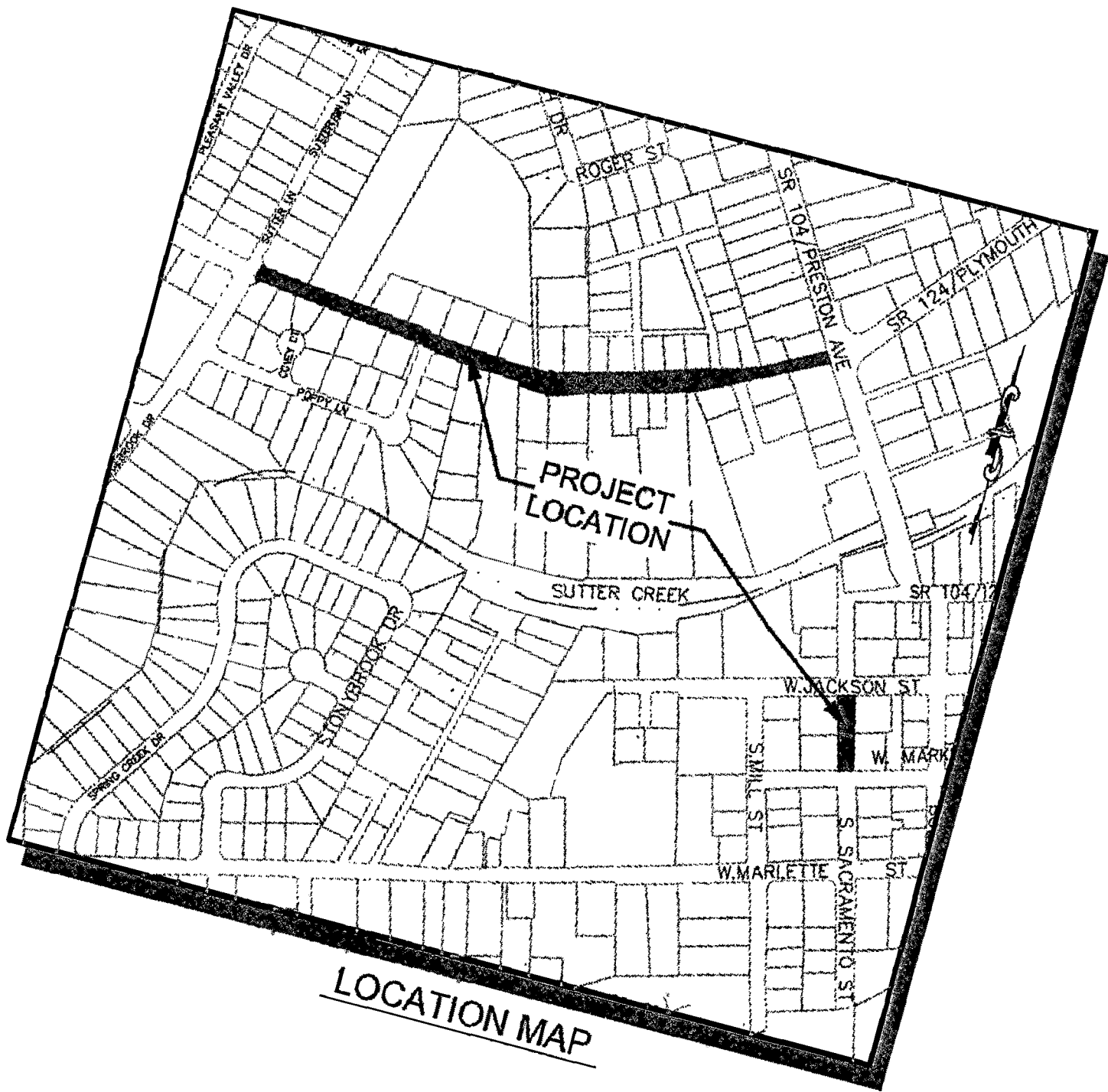
Construction bid:	\$ 157,300
Recommended Contingency (10%):	<u>\$ 15,730</u>
Total Overall Maximum Estimated Cost:	\$ 173,030

ALTERNATIVES TO STAFF RECOMMENDATIONS:

As the 2019/20 SB-1 monies need to be allocated and spent, no alternatives are recommended.

Attachments:

Project location map.
Resolution
Contract



LOCATION MAP

RESOLUTION NO. 2020-25

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH ALL- AMERICAN CONSTRUCTION FOR THE 2020 PAVEMENT REHABILITATION PROJECT

WHEREAS, in accordance with California Public Contract Code Section 22037 and other applicable law, the City of Ione solicited bids for the City of Ione 2020 Pavement Rehabilitation Project ("Project"); and

WHEREAS, bids for the Project were due on July 14, 2020 and nine bids were received ranging in price from \$157,300.40 to \$325,123 with the low bid submitted by All-American Construction; and

WHEREAS, staff has determined that All-American Construction bid satisfies the bidding requirements for the Project; and

WHEREAS, staff has verified that All-American Construction possesses a valid California Contractor's Licenses under the requested Class A, number 948762 (expires June 30, 2022) as required to qualify to perform the Project, as well as All-American Construction and all of the listed subcontractors have valid Department of Industrial Relations registration numbers; and

WHEREAS, the Project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the following authorities: Section 15301(c) of Title 14 of the California Code of Regulations for repair and maintenance of existing highway and street facilities.

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

1. The above recitals are true and correct and are hereby incorporated into this Resolution as findings of the City Council of the City of Ione.
2. The Project is categorically exempt from CEQA in accordance with the CEQA guidelines as cited in this resolution.
3. The City Council of the City of Ione hereby finds the bid of All-American Construction for the City of Ione 2020 Pavement Rehabilitation Project to be a responsive bid and waives any irregularities in such bid in accordance with applicable law.
4. The contract for the City of Ione 2020 Pavement Rehabilitation Project is hereby awarded to All-American Construction, in the amount of \$157,300.40, conditioned on All-American Construction's timely executing the Project contract and submitting all required documents, including, but not limited to, executed bonds/surety, certificates of insurance, and endorsements, in accordance with the Project bid documents.

5. The City Manager is hereby authorized and directed to execute with All-American Construction for performance of the Project in accordance with the bid documents and applicable law upon submission by All-American Construction of all documents required pursuant to the Project bid documents.

6. That the maximum overall budget for the Project be established at \$173,030.

7. The City Manager is hereby authorized to execute any contract change orders in accordance with the Project contract documents so long as the total Project cost does not exceed the total funding for this Project in the adopted budget.

8. City staff is hereby directed to issue a Notice of Award to All-American Construction.

9. This Resolution shall become effective immediately.

10. All portions of this resolution are severable. Should any individual component of this Resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining resolution portions shall be and continue in full force and effect, except as to those resolution portions that have been adjudged invalid. The City Council of the City of Ione hereby declares that it would have adopted this Resolution and each section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one or more section subsection, clause sentence, phrase or other portion may be held invalid or unconstitutional.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council on this 21st day of July 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Diane Wratten, Mayor

Attest:

Janice Traverso, City Clerk

AGREEMENT

The City of Ione, ("City") enters into this agreement, dated for reference purposes only, with All-American Construction ("Contractor").

RECITALS

- A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by July 14, 2020 for the 2020 Paving Restoration Project by published notice and/or posting in accordance with California Public Contract Code Section 20164 and other applicable law.
- B. BID OPENING. On July 14, 2020 City representatives opened the bids for the 2020 Paving Restoration Project and read the bids aloud.
- C. PROJECT AWARD. On July 21, 2020 the City Council awarded the 2020 Paving Restoration Project to the Contractor and directed City staff to send the Contractor written notice of award of the project. The City Council conditioned award of the project on the Contractor's providing executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award of the project.
- D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award.

AGREEMENT TERMS

The City and the Contractor agree as follows:

1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the 2020 Paving Restoration Project ("Work") as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
2. LOCATION OF WORK. The Work will be performed at the following location:
S. Sacramento St. (between W. Market St. and W. Jackson St.) and Shakeley Ln. (between Sutter Ln. and Preston Ave.) in Ione, California
3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within thirty (30) working days from the date specified in the City's Notice to Proceed ("Time for Completion").
4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this agreement in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor's obligations under this agreement that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable

law. The City's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of **\$1,450 per day** in accordance with California Government Code Section 53069.85 and Section 7-1.02 of the General Provisions, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of \$157,300.40 (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated July 14, 2020, and attached to and incorporated in this agreement. Payment to the Contractor under this agreement will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this agreement is first modified in accordance with its terms. The City's obligation to pay the Contractor under this agreement is subject to and may be offset by charges that may apply to the Contractor under this agreement. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.
6. PREVAILING WAGES. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.
7. THE CONTRACT DOCUMENTS. This agreement consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this agreement as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:
 - 7.1 This agreement and change orders and other amendments to this agreement signed by authorized representatives of the City and the Contractor.
 - 7.2 The General Provisions and change orders and other amendments to the General Conditions signed by authorized representatives of the City and the Contractor.
 - 7.3 The Special Provisions, addenda to the Special Provisions signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals

accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor.

- 7.4 The Project Plans, addenda to the Project Plans signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.
- 7.5 Notice Inviting Bids.
- 7.6 Instructions to Bidders.
- 7.7 The successful bidder's completed Proposal Form and Bidder's Sheet.
- 7.8 The successful bidder's completed Contractor License Information.
- 7.9 The successful bidder's completed List of Proposed Subcontractors.
- 7.10 The successful bidder's Workers Compensation Insurance Certification.
- 7.11 The successful bidder's completed Non-Collusion Declaration.
- 7.12 The successful bidder's Debarment Certification.
- 7.13 The successful bidder's completed Certificates of Insurance and Endorsements.
- 7.14 The successful bidder's executed Performance Bond.
- 7.15 The successful bidder's executed Payment Bond.
- 7.16 Executed Escrow for Deposit Agreement, if applicable.
- 7.17 Change Order Form.
- 7.18 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract.
- 7.19 The successful bidder's Qualification Statement, if any.
- 7.20 The successful bidder's signed Signature Form.

- 8. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Agreement to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Agreement. For example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the Standard Specifications) are only a part of this Agreement to the extent expressly incorporated in this Agreement by section number, and references in the Standard Specifications incorporated by reference to other Standard Specifications do not make such other

Standard Specifications a part of this Agreement. When such published provisions are made a part of this Agreement, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the City as the context of this Agreement may require.

9. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the Public Works Department, for issuance of an interpretation and/or decision by an authorized Public Works Department representative in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of an authorized Public Works Department representative shall be final.
10. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this agreement, or any moneys due or to become under this agreement, or any other right or interest of the Contractor under this agreement, or delegate any obligation or duty of the Contractor under this agreement without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City and the Contractor's sureties will be void and a material breach of this agreement subject to all available remedies under this agreement and at law and equity.
11. CERTIFICATION RE CONTRACTOR'S LICENSE. By signing this Agreement the Contractor certifies that the Contractor holds a valid Type A license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this agreement subject to all available remedies under this agreement and at law and equity.
12. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

Executed on _____, _____, by

CONTRACTOR

CITY OF IONE

By: _____

By: _____

Title: _____

Title: _____

[Attach Notary Page]

Attest:

By: _____

Approved as to Form:

By: _____
City Attorney

Agenda Item

#7

DATE: July 15, 2020

TO: Ione City Council

FROM: Jon G. Hanken, City Manager

SUBJECT: Resolution 2020-14: A Resolution of the City Council of the City of Ione Amending Resolution 2018-26: A Resolution of the City Council of the City of Ione Establishing City Fees by adding Public Works Inspections Fee.

RECOMMENDED ACTION: Staff is recommending that Council adopt Resolution 2020-14: A Resolution of the City Council of the City of Ione Amending Resolution 2018-26: A Resolution of the City Council of the City of Ione Establishing City Fees by adding Public Works Inspections Fee.

Motion: _____/_____.

FISCAL IMPACT: Not fully known. The City will be reimbursed for the time staff spends doing inspections in new developments.

BACKGROUND: Employees of the City of Ione are providing inspection services to new development that is not being reimbursed. The City's current fee structure under Planning and Land Use Fees established the hourly cost for City Attorney, City Planner, City Engineer and Associate Engineer. A fee to reimburse Public Work's staff time for inspections should also be included in that section of the fee structure as well. Staff is proposing that the City Charge \$55 per hour for city staff inspections.

Developers pay an Inspection of Improvement Fee of 4% of the first \$135,000 of the improved estimated construction cost to the City, plus 3% of the approved estimated construction costs exceeding \$135,000.

At the last meeting, Council tabled this item because of a Councilor's concerns that Public Works staff wasn't qualified. The City Attorney reviewed the Public Works job description and compared to the same position in other jurisdictions. It is complete and accurately reflection of the duties for a non-licensed (engineer) public works director. He is supervised by an engineer.

Attachments: Draft Resolution 2020-14: A Resolution of the City Council of the City of Ione Amending Resolution 2018-26: A Resolution of the City Council of the City of Ione Establishing City Fee by adding Public Works Inspections Fee.

Resolution 2020-14

**A Resolution of the City Council of the City of Lone Amending Resolution 2018-26:
A Resolution of the City Council of the City of Lone Establishing City Fee by adding
Public Works Inspections Fee.**

WHEREAS, the City of Lone is an incorporated City in the State of California, and;

WHEREAS, the City of Lone provides a wide variety of services to its citizens, and;

WHEREAS, providing those services require employee's time and materials, and;

WHEREAS, the City of Lone establishes fees to cover the cost of providing those services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lone amends the Planning & Land Use Section of the City Fee Schedule to add Public Works Inspection Fees at a rate of \$55 per hour.

The foregoing resolution was duly introduced and adopting by the City Council of the City of Lone at their regular meeting held on July 21, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Diane Wratten, Mayor

Attest:

Janice Traverso, City Clerk

Agenda Item

8

DATE: July 21, 2020

TO: Ione City Council

FROM: Jon G. Hanken, City Manager

SUBJECT: Discussion and Approval of Planning Services Request For Proposal (RFP)

RECOMMENDED ACTION: Council is being asked to review, discuss, and approve the attached RFP for planning services.

Motion: _____/_____.

FISCAL IMPACT: Impact has yet to be determined.

BACKGROUND: Council has asked that the City, in keeping with Best Management Practices, advertise a Request for Proposal for Planning Services. The City Attorney has reviewed this proposal and suggested some changes, which staff has incorporated in this document.

Attached to this staff report is the draft Planning Services RFP. The document is broken up into multiple sections. Section 1 contains general information about Ione and the RFP process. Section 2 discusses the Scope of Work, and Section 3 spells out the proposal form and the content to be included in the proposal and how proposals will be ranked. I have also included information related to Special Provisions for Services, Non-Collusion Affidavits, a Worker's Comp Insurance Certificate, Consultant Reference forms, and a Sample Consulting Services agreement. All of these forms can be modified, if Council so chooses.

If Council approves moving forward with the RFP, then staff will begin the process of advertising. Staff is envisioning advertising in the Ledger Dispatch, the Sacramento Bee Ione's website and on the League of California Cities' website.

Staff is including and estimated timeline for this activity.

July 21, 2020 - Council reviews and approved RFQ/RFP language for advertising.

July 23, 2020 - RFP for Planning Services is advertised.

August 18, 2020 - Council establishes an Ad Hoc Review Committee to review and score submitted proposals. Staff suggests a committee structure to include two Council Members, two Planning Commission Members, two Citizens-at-Large, and the City Manager.

August 21, 2020 - RFP for Planning Services closes.

August 25 through September 4, 2020 - Ad Hoc Review Committee reviews and ranks proposals.

September 14-18, 2020 - Top ranking two or three companies or firms are interviewed by Ad Hoc Committee.

October 6, 2020 - The top company is presented to Council for approval.

October 30, 2020 - Contract with firm for planning services is signed.

Attachments: Draft City of Ione City Planning Services Request for Proposal – July 21, 2020

SECTION 1

GENERAL INFORMATION

Objectives

The City of Ione ("City") is inviting qualified land use and planning firms to submit proposals for the City Planner as described in Section II (Scope of Work) set forth in this Request For Proposals (RFP).

Background

The City of Ione ("City") offers the perfect blend of small town charm and quality living. Its quaint character and convenient location just 40 miles south east of Sacramento make it the perfect place to work, live, and play. Incorporated in 1953 and located in Amador County the Town comprises 4.7 square miles with a population of approximately 8,400 (this included the Mule Creek Prison population of 4,000). The City has an operational budget of \$6.5 million and 16 employees. Ione is known for its small-town atmosphere and its outstanding quality of life. Additional information about the City of Ione can be obtained on the City's website at:
<http://www.ione-ca.com>.

RFP Contact

Questions regarding the RFP should be directed to:

City Manager's Office
City of Ione
P.O. Box 398
1 East Main Street
Ione, CA 95640
209-274-2412 Ext. 111
Email: jhanken@ione-ca.com

Proposal Due Dates

An electronic copy of the proposal must be received no later than **3:00 p.m. on Friday, August 21, 2020**. Proposals are to be sent to jhanken@ione-ca.com

Proposals should be marked "**City of Ione City Planner RFP.**" Proposals received after 3:00 p.m. on Friday, August 21, 2020 will be disqualified.

Anticipated Schedule for Consideration of RFP *(The City reserves the right to amend the schedule below as necessary).*

Action	Date
Issue RFP	July 23, 2020
RFP circulation	July 23 through August 21, 2020
Proposals due	August 21, 2020, 3:00 p.m.
Complete selection process (including interviews)	Sept. 4 thru Sept. 18, 2020
Contract award	October 6, 2020
Sign and process contract	October 30, 2020

Incurred Costs

The City is not liable for any costs or expenses incurred in the preparation of a response to this RFP. All costs in preparing and submitting a proposal shall be borne by the proposer.

Proposal Withdrawal

A proposer may withdraw their proposal without prejudice prior to the proposal due date by submitting a written request for withdrawal to the City Manager Office, via email at jhanken@ione-ca.com, in which event, the proposal will be unpublished and deleted.

Retention and Use of Proposals

The City reserves the right to retain all proposals, as well as any reports, data or other material prepared or assembled by a proposer and submitted to City in response to this RFP, and to use any idea or concept in any proposal regardless of whether that proposal is selected.

RFP Withdrawal or Modification; No Award

The City reserves the right to modify or withdraw this RFP at any time. In addition, the City may, for any reason, decide not to award a contract as a result of this RFP.

Public Records Act

Each proposer should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Ione may not be in a position to establish that a proposal which a proposer submits is or contains a trade secret. A proposer submitting any information that it considers confidential or a trade secret, must clearly label such information as "CONFIDENTIAL". If a Public Records Act request is made for any information marked "confidential" by a proposer, the City will provide the proposer with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction. In the event that the proposer directs the City not to disclose the information sought pursuant to a Public Records Act request, the proposer shall indemnify the City against any losses, including reasonable attorney's fees and expert costs, sustained by the City in connection with or any way arising from the non-disclosure of the requested information.

Contract Approval by City Council

An agreement with the successful proposer shall not be binding unless and until it is duly approved by the City Council of the City of Ione and executed by authorized representatives of both parties.

Competency and Responsibility

The City reserves full discretion to determine the competence and responsibility, character, professionally and/or financially of proposers. Proposers will provide, in a timely manner, any and all information that the City deems necessary to make such decision.

Execution of Contract

The proposer to whom award is made will be expected to execute a written contract with the City immediately after City Council's approval. The City expects the contract to be for a five-year term with an option for the City to renew. The contract will be similar in form and substance to the sample professional services contract attached to this RFP as Appendix A. This sample contract is included as an example only and the City reserves the right to make modifications to the sample contract in its sole discretion.

Acceptance or Rejection and Negotiation of Proposal

The City reserves the right to accept or reject any or all proposals, or to select more than one firm for this work as deemed appropriate by the City. After selection by the City, the contents of the submitted proposal will become a contractual obligation. Failure to agree to include the proposal as part of the contractual agreement will result in cancellation of the award. The City reserves the right to negotiate modifications to, or to accept any part of the proposal, and shall not be obligated in any way to accept those parts that do not meet with the approval of the City in its sole discretion. The City also reserves the right to waive non-substantial irregularities in any proposal, and to make an award as the interest of the City may require. Final terms and conditions of the contract, including length, scope of services and compensation will be negotiated at the time of selection and will be subject to the approval of the City Manager and City Council.

Affidavit of Non-Collusion

All proposers shall warrant and covenant that the proposal submitted is not made in the interest of, or on behalf of, any non-disclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and non-collusive and not a sham; that the proposer has not directly or indirectly colluded, conspired, connived, or agreed with any other proposer or anyone else to put in a sham proposal, or that another person or entity shall refrain from submitting a proposal under this RFP or otherwise; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix its proposal price or the proposal price of any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, entity, corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal. An affidavit of non-collusion as required by this section shall accompany every proposal submitted in response to this RFP

Equal Opportunity

The City requires all proposers to comply with equal opportunity policies. The City's programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

Independent Contractor

The City Planner will be an independent contractor. All persons employed by a firm in accordance with a contract resulting from this RFP will be employees of the firm and shall

i

not be employees, officers or agents of the City.

SECTION II

SCOPE OF WORK

The selected individual(s) and/or firms will be expected to provide professional planning services for the following: all types of projects requesting entitlements, including but not limited to new residential subdivisions; new and redeveloped commercial, office, and industrial properties; requests for General Plan and zoning amendments; requests for boundary (e.g. urban service area) adjustments; use permits; and tentative maps. The selected individual(s) and/or firms will also provide professional planning services for the reuse of old buildings, is promoted by the City, especially in the Downtown Historic District, to preserve the buildings' historic character while encouraging development of an economically vital Downtown. For the purposes of application review and processing of the aforementioned planning services, , the Contractor will function as an extension of city staff; and therefore, will be expected to serve as the project lead for all assigned projects and be the main point of contact for city staff and the public.

The services that the Contractor shall provide include, but are not limited to the following:

1. Accurately analyze projects for compliance with the City's General Plan, zoning ordinance, Subdivision Map Act, applicable specific plans, and City policies;
2. Write clear and concise letters, staff reports, resolutions, ordinances, and conditions of approval;
3. Provide comprehensive environmental services in accordance with CEQA. Prepare Initial Studies and CEQA documents, at the City's discretion;
4. Attend and participate in Planning Commission and/or City Council meetings, including giving presentations when necessary;
5. Review projects and provide comments within timelines specified by the Permit Streamlining Act and the City (shorter timelines may be required for certain projects);
6. Conduct site visits as necessary;
7. Maintain concise and accurate administrative record for the assigned projects (the project administrative record will be returned to the City upon request, or at project completion);
8. Be available during regular business hours to answer questions from city staff, outside agencies, and the public; and
9. Provide brief weekly updates to City staff on the status of application processing as requested.
10. Perform the responsibilities of the city planner under the City of Ione Municipal Code (see City of Ione Code Chapter 17.06.060).

Prior to assigning a specific project, the City will provide an introductory overview of the project and the scope of services to be provided. All available drawing and other applicable technical and property information will be made available to the Consultant to the extent reasonably possible.

SECTION III

PROPOSAL FORM AND CONTENT

Proposal Submittal

All pages of the proposal must be numbered consecutively. The proposal shall not exceed fifteen (15) pages in length. Resumes and licenses shall not count against this page limit. The proposal must be organized in accordance with the list of proposal contents.

Proposal Form and Content

Proposers must include the following items in their proposals addressing the scope of work in Section II. All items must fall within the maximum page count. Proposals and cost schedule shall be valid and binding for ninety (90) days following the proposal due date and will become part of the contract that is negotiated with the City.

A. Letter of Transmittal

Include a cover letter signed by a duly authorized representative of the firm. The cover letter must include name, address, telephone number and e-mail address of the Proposer submitting the proposal. In addition, the name, title, address, telephone number, fax number and e-mail address of the person or persons to contact who are authorized to represent the proposer and to whom correspondence should be directed should also be included. Additionally, the cover letter must include the following table containing the requested information:

Name of Planning Firm
Office Address
Hourly Rates
References (name, municipality, phone and email)

B. Table of Contents

Include a clear identification of the submitted material by section and by page number.

C. Executive Summary

Introduce the proposal and summarize the key provisions of the proposal. Provide a statement describing why the proposer is qualified to perform this work, the name of the individual who would serve as City Planner, and the proposed fees.

D. Statement of Understanding

Include a detailed statement of understanding of the City Planning services to be provided. If there are services listed in this RFP that the proposer will not be able to provide, describe those services in this section.

E. Approach to Planning Services

Provide a response to each of the following items:

1. Describe your view of the role of the City Planner.

2. Describe how you will keep the City informed about the status of land use applications and other land use matters.
3. Provide an example of a written land use staff report (not to exceed 5 pages) to a governing body in which options are explained and a recommendation is given.
4. Describe how you track and manage planning costs so that City planning costs are held to a minimum. Please provide an example.
5. Describe how you would proactively advise the City Council about land use developments or issues of concern, without being asked.
6. Describe how as the City Planner you would work with the City Manager and staff.
7. Describe how, as the Planner, you would work with the Mayor and City Council and participate in City Council and other meetings. Would you describe your style of participation in such meetings as proactive, or reactive?
8. Please define the type and unit rates for reimbursement for expenses such as mileage, reproduction of documents, faxed documents, and word processing charges.
9. Describe the firm's practices regarding professional development, training, and keeping current in the land use matters affecting their clients.

F. Proposed Planner(s)

Name the person whom you propose to designate as City Planner and other proposed support members. Please include the following for each individual:

1. Description of education (including name of educational institutions, degrees conferred, and year of each degree);
2. Professional background and professional associations;
3. Experience with and knowledge of land use and planning, environmental law including the California Environmental Quality Act (CEQA), general plans, code enforcements and other related areas of land use planning; and
4. Expertise and training.

G. Background and Capacity

1. Describe your firm's background and history; include number of years in business.
2. Describe your firm's municipal legal services training and experience.
3. List the location of the office(s) that would serve the City.
4. Describe the types of communications devices that would be used by the firm in communicating with the City (e.g., email, telephone, cell phones, voice mail, conference call numbers, websites, etc.)

5. Describe the staff services available (planners and clerical support).
6. List the awards, honors or public recognition of your firm with regards to the provision of city planning services.

H. References

Provide contact information for municipal clients for which planning services have been provided in the last three years, the time period within which the reference was provided those services and the approximate duration for providing those services (note that this information will be used in conducting reference checks.) Include the contact person's name, title, agency, phone number and email address.

I. Clients/Potential Conflicts of Interest

1. List all clients for whom your firm currently provides services under a fee for services. Identify any foreseeable or potential conflicts of interest that could result from such representation and the manner in which you would propose to resolve such conflicts.

J. Fee Schedule

1. Provide an hourly rate for all of the individuals who may be working with the City from the firm.

K. Additional Information

Any other information that the Proposer feels applicable to the evaluation of the proposal or of their qualification for accomplishing the planning services should be included in this section. You may use this section to address those aspects of your services that distinguish your firm from other firms.

AWARD OF PROPOSAL. Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in any order of preferences. The City Planner Subcommittee of the City Council will evaluate all proposals received in accordance with the Evaluation Criteria and make recommendation to the full City Council for the award of the contract. The City of Ione reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of proposal. The City of Ione shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the City of Ione after all factors have been evaluated.

AWARD EVALUATION CRITERIA. Evaluation Criteria that will be used to evaluate all proposals that are received are listed below:

1. Proposal submission - quality and completeness relative to the description given in the RFP.
2. Proposer's experience - experience as a City Planner for municipal agencies in California.
3. Background and related experience of the specific individuals assigned to serve as City Planner.
4. Proposer's understanding of the City, scope of work, and work to be performed.
5. References.

6. Proposed compensation.

The City Planner Subcommittee may also contact and evaluate the Proposer's references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Ione.

Discussions may, at the City's sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably likely to being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the City of Ione will not disclose information derived from proposals submitted by competing Proposers. A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers, unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City of Ione may negotiate a contract with the next highest scoring Proposer or withdraw the RFP.

AWARD SELECTION PROCESS. Selection of qualified Proposers will be based the criteria listed below. Additional questions may be asked of Proposers and interviews may be conducted. Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated. Interviews will be held with the most qualified respondents. The recommended proposals will be submitted to the City Council for contract approval. The Proposer selected will enter into a contract with the City of Ione.

The following evaluation criteria will be used by the Evaluation Committee to score and rank proposals for a short-list. Short-listed firms may be invited for an interview pursuant to the schedule indicated in this RFP.

EVALUATION CRITERIA	PERCENTAGE
Proposal submission - quality and completeness relative to the description given in the RFP.	10
Proposer's experience - experience and performance on comparable government engagements	20
Background and related experience of the specific individuals assigned to serve as City Planner	20
Proposer's understanding and knowledge of the City, scope of work, and work to be performed.	20
References	10
Proposed compensation.	20

The above percentages show the relative importance of individual criterion.

DOCUMENTS TO BE RETURNED WITH PROPOSAL. Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal Deadline are attached hereto.

EXECUTION OF CONTRACT. Time is of the essence with respect to this contract. The Successful Proposer/Contractor shall execute the contract (in substantially the form provided in this RFP as Appendix A - "Sample Contract"), including but not limited to signing all necessary documents and submitting all required bonds and evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the Contractor after the City executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, the City of Ione may, at its option, consider that the Proposer has abandoned the contract. After the contract has been executed, including the insurance documents, certificates, and bonds. Proposer agrees to commence work within ten-(10) working days after the date of the Notice to Proceed.

NON-COLLUSION AFFIDAVIT. Proposers are required to submit a Non-Collusion Affidavit with their Proposals.

PROPOSAL SUBMITTAL DEADLINE. The Proposal Submittal Deadline is *August 21, 2020 at 3:00 PM PST*. It is the Proposer's sole responsibility to see that the proposal has sufficient time to be received by the City Manager's Office, jhanken@ione-ca.com before the Proposal Submittal Deadline.

SPECIAL PROVISIONS FOR SERVICES

BUSINESS LICENSE. If the scope of work under this bid includes performing services or installation on City property, the SUCCESSFUL BIDDER must have a current City of Ione Business License. Inquiries regarding Business License may be directed to the Ione City Clerk's Office (209) 274-2412. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

CONFIDENTIAL OR – PROPRIETARY INFORMATION- OF THE CITY OF IONE.

Contractor understands and agrees that, in the performance of the contracted work or services or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City of Ione. Contractor agrees that all non-public information disclosed by the City to Contractor shall be held in confidence and used only in performance of contracted work or services. Contractor shall exercise the same standard or care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

DAMAGE. Contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through negligence of the Contractor or his employee or agents while working on the City's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

INDEPENDENT CONTRACTOR. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by the City of Ione under this contract. Contractor or any agent or employee of Contractor shall not have employee status with the City of Ione, nor be entitled to participate in any plans, arrangements, or distributions by the City of Ione pertaining to or in connection with any retirement, health or other benefits that the City of Ione may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to: FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor provided same. Nothing in this solicitation nor the contract awarded thereof shall be construed as creating an employment or agency relationship between the City of Ione and Contractor or any agent or employee of Contractor. Any terms in the contract awarded from this solicitation referring to direction from the City of Ione shall be construed as providing direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. The City of Ione does not retain the right to control the means or the method by which Contractor performs work under the contract. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at all times be considered independent contractors and not employees, agents or officers of the City..

INDEMNIFICATION. Contractor shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the sole negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under the contract awarded from this solicitation does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause is a material element of the contract and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar days of award of the contract, the Successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified in **Appendix A Sample Contract.**

THIS FORM MUST BE PRINTED OUT, COMPLETED AND EMAILED TO THE CITY
AS PART OF THE PROPOSAL

NON-COLLUSION AFFIDAVIT

City Planner Services

State of California
County of Amador ss.

_____, (Proposer's Name), being first duly sworn,
deposes and says that he or she is _____
(Position/Title/Owner) of _____ (Contractor Name)
the party making the foregoing proposal that the proposal is not made in the interest of, or on
behalf of, any undisclosed person, partnership, company, association, organization, or corporation;
that the proposal is genuine and not collusive or sham; that the proposer has not directly or
indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not
directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else
to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has
not in any manner, directly or indirectly, sought by agreement, communication, or conference
with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead,
profit, or cost element of the proposal price, or of that of any other proposer, or to secure any
advantage against the public body awarding the contract of anyone interested in the proposed
contract; that all statements contained in the proposal are true; and further, that the proposer
has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or
the contents thereof, or divulged information or data relative thereto, or paid, and will not pay,
any fee to any corporation, partnership, company association, organization, proposal depository,
or to any member or agent thereof to effectuate a collusive or sham proposal.

Date

(Signed at (Place))

Proposer Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

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AS PART OF THE PROPOSAL**

**PROPOSER'S STATEMENT
REGARDING INSURANCE COVERAGE
City Planner Services**

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request For Proposal for City Planner Services. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, and agrees to name the City of Ione as Additional Insured for the work specified.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND EMAILED TO THE CITY
AS PART OF THE PROPOSAL**

WORKER'S COMPENSATION INSURANCE CERTIFICATE
City Planner Services

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

**THIS FORM MUST BE PRINTED OUT, COMPLETED AND EMAILED TO THE CITY
AS PART OF THE PROPOSAL**

LIST OF REFERENCES

Proposer: _____

1.

Name of Agency	Agency Address
Contact Name	Contact Title
Contact Telephone #	Contact e-mail Address
Contract Term and Dollar Amount	Type of Services

2.

Name of Agency	Agency Address
Contact Name	Contact Title
Contact Telephone #	Contact e-mail Address
Contract Term and Dollar Amount	Type of Services

3.

Name of Agency	Agency Address
Contact Name	Contact Title
Contact Telephone #	Contact e-mail Address
Contract Term and Dollar Amount	Type of Services

I hereby certify that I have performed the work listed above.

Signature of Proposer (Individual with Authorization to Bind the Firm in Contract)

APPENDIX A
RFP SAMPLE AGREEMENT

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF IONE AND
[NAME OF CONSULTANT]**

THIS AGREEMENT for consulting services is made by and between the City of Ione ("City") and _____ ("Consultant") as of _____, 2020.

AGREEMENT

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on _____, the date of completion specified in Exhibit A, and Consultant shall complete all the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional, first-class manner and shall conform to the standards of quality customarily observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Exhibit A shall name any specific personnel who shall be performing services. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to complete Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant pursuant to the rates specified in Exhibit B. Notwithstanding any other provision of this agreement in no event shall the cost to the City for the services provided and cost incurred by the Contractor under this Agreement exceed the maximum sum of \$ _____. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein.

Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rates for personnel performing services shall be as shown in Exhibit B. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred during the billing period. Invoices shall contain the following information:

- Serial identification of bills;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion, if applicable;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature verifying that the information provided is accurate to the best of their knowledge and belief.

2.2. Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above and is otherwise acceptable to the City to pay Consultant. In the event that an invoice is not acceptable to the City, said invoice shall be returned to Consultant within thirty (30) days of the City's receipt of the invoice with a sufficiently detailed explanation of the deficiency. City's obligation to pay a returned invoice shall not arise earlier than thirty (30) days after resubmission of the corrected invoice acceptable to the City.

2.3 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment. In the event that Consultant identifies additional

work outside the scope of services specified in Exhibit A that may be required to complete

the work required under this Agreement, Consultant shall immediately notify the City and shall provide a written not-to-exceed price for performing this additional work.

- 2.4 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on Exhibit B.
- 2.5 **Reimbursable Expenses.** Reimbursable expenses are shown on Exhibit B, and shall not exceed (\$). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total not-to-exceed amount of compensation provided under this Agreement.
- 2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any other applicable federal or state taxes.
- 2.7 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date. The City shall have no obligation to compensate Consultant for work not verified by logs or timesheets.
- 2.8 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written Notice to Proceed from the City.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, cellular telephone, long-distance telephone, or other communication charges, vehicles, and reproduction facilities.

If the performance of the work specified in Exhibit A requires destructive testing or other work within the City's public right-of-way, Consultant, or Consultant's subconsultant, shall obtain an encroachment permit from the City.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement and shall produce said policies to the City upon demand. The cost of such insurance shall be included in the Consultant's price. Consultant shall not allow

any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City Attorney. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

- 4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

- 4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, contractors, consultants, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, contractors, consultants, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, contractors, consultants, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3 Professional Liability Insurance. If Consultant shall be performing licensed professional services, Consultant shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The policy must contain a cross liability clause.

4.3.4 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

- b. Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of the Agreement or the work, unless waived in writing by the City.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 Requirements for All Policies.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

4.4.3 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of the City, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, contractors, consultants, and volunteers. The City may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to the City.

4.4.5 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Declare Consultant in material breach of the Agreement and terminate the Agreement.

4.6 Waiver. The Risk Manager of the City has the authority to waive or vary any provision of Sections 4.2 through 4.5. Any such waiver or variation shall not be effective unless made in writing.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the sole negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and

(2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. **STATUS OF CONSULTANT.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3. Otherwise, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. **LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions and to perform this Agreement. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business license from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this

Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the City or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may terminate this Agreement at any time and without cause upon written notification to Consultant.

In the event of termination, Consultant shall be entitled to compensation for services performed prior to the effective date of termination as provided in Section 2. City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement unless agreed to in writing. Similarly, unless authorized by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors listed in the Consultant's proposal, without prior written approval of the City.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant, including insurance and indemnity shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

8.6.1 Immediate cancellation of the Agreement;

8.6.2 Retention of the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement prior to cancellation; and

8.6.3 Retention of a different consultant at Consultant's cost to complete the work described in Exhibit A not finished by Consultant.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the exclusive property of the City. Consultant hereby agrees to deliver those documents and materials to the City at any time upon demand of the City. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. Failure by Consultant to deliver these documents to the City within the time period specified by the City shall be a material breach of this Agreement. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are preliminary drafts not kept by the City in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing

party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Amador or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of performance or any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant were an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, may be disqualified from holding public office in the State of California.

Consultant certifies that it has not paid any direct or contingent fee, contribution, donation or consideration of any kind to any firm, organization, or person (other than a bona fide

employee of Consultant) in connection with procuring this Agreement, nor has Consultant agreed to employ or retain any firm, organization, or person in connection with the performance of this Agreement as a condition for obtaining this Agreement.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Notices. Any written notice to Consultant shall be sent to:

Any written notice to City shall be sent to:

1 East Main Street --
Ione, California 95640

10.10 Professional Seal. Where applicable in the determination of the City, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

10.11 Integration. This Agreement, including the exhibits, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.12 Exhibits. All exhibits referenced in this Agreement are incorporated by reference herein.

CITY OF IONE

CONSULTANT

Diane Wratten, Mayor

[Name and Title]

Taxpayer Identification Number

ATTEST:

Janice Traverso, City Clerk

Agenda Item

#9

DATE: July 15, 2020

TO: Lone City Council

FROM: Jon G. Hanken, City Manager
City of Lone

SUBJECT: Requesting Approval to Enter into Contract with AllSport America Inc, Sport Court Northern California to Construct Two Tennis/Basketball Courts in Howard Park.

RECOMMENDED ACTION: Council is being asked to approve entering into a contract with AllSport America Inc., Sport Court Northern California to construct two tennis/basketball courts in Howard Park.

Motion: _____ / _____

FISCAL IMPACT: The estimated cost of the project is \$248,650. The City of Lone budgeted \$200,000 in City Park's Impact Fee Funds in last year's budget and will list the project again in this year's budget as well. The City has also received approval from the Amador County Board of Supervisors for \$58,000 from County Park Impact Fees for this project

BACKGROUND: Howard Park is a highly utilized regional park that serves all of Amador County. Because of the continued growth in the western part of Amador County, additional recreational facilities need to be constructed to serve the growing need of all county citizens.

At the April 2019 City of Lone Strategic Planning Session, Council established a goal of constructing tennis/basketball courts at Howard Park. Council approved a budget \$200,000. Staff presented this concept to the Amador County Parks and Recreation Commissions and they endorsed the project and the City's request to ask Amador County to financially participate in the project. The Amador County Board of Supervisors approve giving the City of Lone \$58,000 for this project.

The City of Lone is a member of the Sourcewell purchasing cooperative (ID Number 31326). Sourcewell, formerly known as National Joint Powers Alliance (NJPA), is a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3). Sourcewell is governed by local elected municipal officials

and school board members. Minn. Stat. § 123A.21 Subd. 4 (2017). As a public agency, all Sourcewell employees are government employees.

Sourcewell holds hundreds of competitively priced solicited cooperative contracts ready to use. Sourcewell solicits contracts on a wide array of products and services. Educational and governmental agencies from across the country can register as a participating agency and utilize these services without have to do a separate bid process for goods and services contracts already established by Sourcewell. Currently there are over 1,700 cities, counties, school districts and special units of government in California that participate in this program.

Staff has already begun the work to clear the site for the tennis courts and approving this agreement will allow the City to get the project on AllSport America's schedule.

Attachments: Project cost estimate from AllSport America dated 7-8-2020

AllSport America Sports Construction Specialists



7/8/2020

Submitted to Jon Hanken, City of Lone
108' x 116' 2 Tennis Court Arena @ Charles-Howard Park
City of Lone Sourcewell ID: 31326

Below is our proposed scope of work, engineering, and materials for a two (2) tennis court development project Charles Howard Park for the City of Lone, CA. Price includes construction and engineering of the sports foundation, perimeter fencing, performance playing surfacing, striping for 2 tennis courts, shipping of materials, tax, and installation of the materials.

We will be utilizing your Sourcewell cooperative purchasing membership so you don't have to take this project out to public bid, as we are an awarded contract vendor. The City of Lone is already a member and has already utilized the contract for other purchases. There is an established pricing schedule for Sourcewell and you will see the added benefit of using this contract reflected in the total pricing, beyond the value in eliminating the bid process.

Court Preparation – Scope of Work

- Tree removal and grinding of stumps **(Completed by Others)**
- Removal of organic material on topsoil, approximately 2" deep **(Completed by Others)**
- Grading and proper compaction of sub-grade **(In-Process by Public Works)**

Court Construction – Scope of Work

- Forming 108' x 116' bay for courts using pressure treated wood forms
- Drilling of all piers for fence line and corner posts and gates (on approximate 10' centers), 4 net posts, 2 center anchors
- Importation and compaction of approximately 4" of Class II Base Rock
 - o This will require about 7 transfers of rock = 116 cubic yards
- Will leave a 6" – 8" thickened edge around perimeter of court to add engineering
- Lay and tie #3 rebar on 24" centers, up on dobies
- Pouring 4" – 4-1/2" concrete sports foundation using SC1000 mix design to meet Sport Court foundational specifications
- Swivel broom finish on concrete surface to stabilize court from thermal expansion.

AllSport America

Sports Construction Specialists

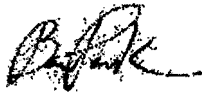


Court Installation – Scope of Work

- Strip forms and stakes – clean up
- Fencing will have 2-7/8" diameter, schedule 40 corner posts and 2-3/8" diameter schedule 20 line posts.
 - o Top and bottom horizontal rail
- 2 Access Gates
- Install 12,528 SF of the Sport Court performance surfacing system (Color TBD)
 - o High-level of shock absorption / force reduction
 - o Open-grid surface design so water percolates right through the surface and sheets off the concrete (minimal surface water after rains)
 - o 15-Year Limited Warranty, Approximate 20-25 Year Life Span
 - o No Maintenance on Surface / No Color Coating
- Striping for (2) tennis courts (36' x 78' White USTA Tennis Lines)
- Clean up jobsite

Project Pricing

- Total Pricing utilizing Sourcewell contract and pricing schedule: **\$248,650**
 - o Includes engineered construction, concrete pumping, perimeter fencing, court components for tennis court surfacing system, striping, tax, freight, and installation by Sport Court Technicians.
 - o Project Manager: **Barrett Park** (American Sports Builders Association Certified Tennis Court Builder (CTCB) ID# 12312018)



Barrett Park | Certified Tennis Court Builder

Contractor License # 497582

AllSport America Inc.

Sport Court Northern California

925.766.6820

barrett@allsportamerica.com

Agenda Item

10

DATE: July 15, 2020

TO: Lone City Council

FROM: Jon G. Hanken, City Manager
City of Lone

SUBJECT: Requesting Approval to Enter into Contract with Viking Pool Maintenance for a Pool Service Agreement for the Swimming Pool Located at the Lone Junior High School

RECOMMENDED ACTION: Council is being asked to approve entering into a contract with Viking Pool Maintenance for a Pool Service Agreement for the swimming pool located at the Lone Junior High School.

Motion: _____ / _____

FISCAL IMPACT: The estimated cost of this service agreement is \$14,800 per year. Additional services, if needed would be based on a time and materials as described in the proposal.

BACKGROUND: Council asked staff to explore contracting the maintenance of lone swimming pool, located at the Lone Junior High. One Councilor recommended contacting Viking Pool Maintenance. Staff met with the representative from this company and discussed their experience with public and commercial swimming pools. Staff also conducted a site visit with Viking Pool Maintenance's representative to the lone pool.

Viking Pool Maintenance submitted a service agreement proposal in the amount of \$14,800. This amount falls within the City Manager's authority for approving purchases and agreements. Viking Pool Maintenance is requesting a three year term of service, which will require a contract be signed. That will need to come back to Council for approval

Viking Pool Maintenance will start maintaining the lone swimming pool on August 1, 2020.

Attachments: Project cost estimate from Viking Pool Maintenance. Dated 7-6-2020.



7/6/2020

Jon Hanken
City Manager
1 East Main St
Ione, Ca 95640

Dear Jon Hanken:

On behalf of everyone at Viking Pool Maintenance, thank you for considering us for pool service.

We wanted to outline proposed service and working rates. We have determined that you have two rolling seasons. This can be classified as winter/summer or swim/maintenance. Either description work but for this proposal we will use swim and maintenance. Please let us know if you have any questions or other determining factors for classifications.

During swim season with a pool open to swimmers (anyone physically in the water) requires 2 stops per day including 2 individual weekend stops. We have concluded that during the open swim season we will charge \$1700.00 per month not including any additional chemicals over and above your current delivery and addition to the pool based on your provision. Any additional service or chemical outside of the standard full maintenance (Full Maintenance being determined as: Personal Stop, Water Testing, Skimmer Cleaning, Waterline and Walking Surface Brushing, Chemical Testing and Existing Equipment balancing) will be billed at time and material defined below.

Maintenance season will require a single stop per day (Full Service) including 2 weekend stops we will charge \$1000.00 per month. This will include most of the year, and will be determined by weather and government regulations (such as the delay based on COVID19 this year). We are very flexible for determining the transition date and will work with the city to determine the start date of "Swim" season each year. We would prefer a 3 year term for service.

Jon Hanken
7/6/2020
Page 2

Individual call out and repair service standard rate of \$90.00 per hour 1hr minimum. Our master electrician is billed at a rate of \$125.00 per hour. Any chemical addition is based on market rate, and filter cleanings will be billed at time and material.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jacob Sands', with a stylized, flowing script.

Jacob Sands
Owner

Agenda Item

11

DATE: July 21, 2020

TO: Ione City Council

FROM: Diané Wratten, Mayor

SUBJECT: Discussion and Adoption of Resolution No. 2020-27 Expanding Temporarily the Use of Property for Businesses Impacted by COVID-19 with attached

RECOMMENDED ACTION:

Review and discuss proposed Resolution No. 2020-27 – Expanding Temporarily the Use of Property for Businesses Impacted by COVID-19.

Approved the resolution as proposed.

Proposed Motion: *I move to approve Resolution No. 2020-27 with the attached Temporary Use Permit Application as written.*

Motion: _____ / _____

FISCAL IMPACT:

None.

BACKGROUND:

With the newest mandate from Governor Newsom that restaurants and other select businesses may no longer serve customers inside their buildings, this resolution gives local business an opportunity to expand their outdoor capacity. The propose resolution is mirrored off of the one recently passed in Sutter Creek and gives the City Manager authority to approve or deny the Temporary Use Permit.

It is recommended that for this limited purpose, the City of Ione not charge a fee for issuance and review of the permit.

The City of Ione Municipal Code at section 12.16.020 currently allows for this type of process to be implemented for structures or improvements to buildings, but does not directly speak to this emergency situation.

Approval of this Resolution will mean that businesses who wish to expand shall submit an application and shall comply with all terms and conditions of that permit as well as the current municipal and state laws and any mandates that the California Department of Transportation may issue regarding the use of the sidewalks in the future.

RESOLUTION NO. 2020-27**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE
EXPANDING TEMPORARILY THE USE OF PROPERTY FOR
BUSINESSES IMPACTED BY COVID-19**

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency to exist in California as a result of the COVID-19 pandemic; and

WHEREAS, on March 12, 2020, Governor Gavin Newsom signed Executive Order N-25-20 giving state and local public health officials the authority to issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences or other mass events; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency as a result of COVID-19; and

WHEREAS, on March 16, 2020, the Amador County Health Officer declared a local health emergency as a result of COVID-19; and

WHEREAS, on March 20, 2020, the City of Ione proclaimed the existence of a local emergency within the City, which the City of Ione Council ratified under Resolution No. 2020-07; and

WHEREAS, the Governor of the State of California, the Amador County Public Health Officer and the City Council of the City of Ione have issued a series of Orders that restrict the type of businesses that can operate and how those businesses can provide goods and services to the public due to the risk of the spread of COVID-19; and

WHEREAS, beginning May 8, 2020 Governor Newsom began "Stage 2" of a reopening plan for businesses in California, allowing for businesses within specified industries to reopen with modifications, and

WHEREAS, businesses permitted to reopen must comply with federal, state and local directives and guidelines to ensure compliance with social distancing requirements and other COVID-19 risk mitigation measures, and

WHEREAS, on May 4, 2020, Amador County received a variance from the State Department of Public Health to move further into Stage 2 of reopening based on readiness criteria and the issuance of guidance and plans designed to mitigate the spread of COVID-19; and

WHEREAS, to comply with public health orders, the City of Ione recognizes that businesses need to have the ability to modify operations which require unique allowances and temporary relief from certain zoning and land use regulations.

NOW, THEREFORE BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF IONE HEREBY ORDERS THAT:

1. Businesses may apply at no cost for the temporary use of the public right of way (e.g., sidewalks), City-owned and private property for modified business operations as may be necessitated by the impacts of COVID-19, subject to the following requirements:
 - a. Businesses must submit a Temporary Use Permit Application in a form approved by the City Manager to the City Hall, which shall include but not be limited to a sketch of the areas where seating or display of goods are to be moved or relocated (the Temporary Use Area);
 - b. Businesses must comply with all local, state and federal laws, regulations and guidelines governing the temporary use, including public health orders and industry-specific COVID-19 requirements;
 - c. All licensing and/or permitting requirements of the California Department of Alcohol and Beverage Control ("ABC"), County of Amador Environmental and Public Health Departments, California Department of Transportation and any other legally authorized department must be obtained and maintained;
 - d. The Temporary Use Area shall not interfere with access under the Americans with Disabilities Act, or unreasonably restrict pedestrian and vehicular traffic;
 - e. The Temporary Use Area shall maintain a minimum of five (5) consecutive feet of sidewalk width constituting a clear continuous pedestrian path of travel which is maintained free of obstacles and obstructions;
 - f. No permanent item or structure may be installed expressly to facilitate the proposed temporary use;
 - g. For liability and ABC Considerations, the temporary use area must be on the same parcel or adjacent parcel owned by the same party;
 - h. Businesses must provide written approval by the landlord, if different than the business owner, for the temporary use;
 - i. No additional signage may be placed advertising the temporary use area;
 - j. No Temporary Use Area may interfere with vehicular traffic;
 - k. Temporary Use Area is subject to the control of California Department of Transportation rules and regulations and the permit is subservient to that Agency.
 - l. The Temporary Use Area shall be maintained in an attractive, clean and safe manner. During non-operational hours, furnishings shall be secured or stored inside;

m. If the business is using City-owned property or the public right of way, the business shall provide the City with a Certificate of Insurance in the amounts required by the City Manager and Additional Insured Endorsement naming the City of Ione as additionally insured;

n. Any street, sidewalk or other City improvements shall be returned to the City in the condition present prior to granting of the Temporary Use Permit.

2. The City of Ione reserves the right to determine on a case-by-case basis the suitability and appropriateness of the temporary use and/or Temporary Use Area requested by the business in the Temporary Use Permit Application. The requested use must have limited impact on other businesses operating in close proximity. Applicants that cannot demonstrate compliance with the Temporary Use Area requirements may not be issued a permit.

3. A Temporary Use Permit may be approved and issued without providing notice of or conducting a hearing on the application that would otherwise be required in the Use Permit process.

4. The City may impose conditions of approval and set timelines for compliance that are deemed reasonable and necessary to assure safe and orderly use of the property and assure compatibility with surrounding land uses, if appropriate.

5. A Temporary Use Permit is an interruptible privilege. The City may interrupt operation of the temporary use at any time for anticipated or actual conflicts.

a. No real property right is provided, given or otherwise conveyed to any person or entity through a Temporary Use Permit.

b. The City reserves the right to suspend or revoke a Temporary Use Permit granted under this Order.

6. These Temporary Use Permits, if granted, will only be in-effect for so long as the Declared Local Emergency is in effect, or not to exceed September 30, 2020, and may be modified or rescinded by the City Manager or City Council at any time and for any reason, including while the Declared Local Emergency remains in effect.

7. This Resolution is effective immediately upon signature of the Mayor.

8. This Resolution shall be filed in the office of the City Clerk, posted at Ione City Hall, on the City's website, and posted in public spaces as practicable.

9. If any provision of this Resolution or the application thereof to any person or circumstance is held to be invalid, the remainder of the Resolution, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Resolution are severable.

10. Applicants for a Temporary Use Permit pursuant to this order must have been in possession of a valid business license on or before March 1, 2020.

The foregoing resolution was duly passed and adopted at a regular meeting of the City Council of the City of Ione on the 1st day of June 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY OF IONE

Diane Wratten, Mayor

ATTEST:

Janice Traverso, City Clerk

City of Ione
1 East Main Street
Ione, CA 95640
209-274-2412
www.ione-ca.com

Date Received: _____

Submission Requirements

- 1- Application*
- 2- Map*
- 3- Current Business License Number (provided below)

*All documentation must be submitted via the application portal on the City website.

TEMPORARY USE PERMIT APPLICATION

Applicant:

Business Address: _____

Phone: _____

Email: _____

APN: _____

Business License No.: _____

Business Owner:

Name: _____

Phone: _____

Email: _____

Mailing Address: _____

City: _____

State: _____

Zip: _____

Is this person the main contact? If not, please specify who the contact person is.

Name: _____

Mailing Address: _____

Phone: _____

Email: _____

ADDITIONAL DOCUMENTATION REQUIREMENTS:

USE OF CITY PROPERTY:

Does Temporary Use Area require use of City owned property? **yes/no (circle one)**

If yes, include Certificate of Insurance naming the City of Ione as an additional insured.

See page 2 for Insurance requirements

LANDLORD APPROVAL:

Are you the property owner? **yes/no (circle one)**

If no, attach written Landlord approval.

STATE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL:

Will Temporary Use Area be used to serve alcohol? **yes/no (circle one)**

If yes, include license/permit issued by the State Department of Alcoholic Beverage Control (ABC).

PROPOSED TEMPORARY USE AREA: ATTACH A SKETCH/PHOTO SHOWING THE FOLLOWING:

(CHECK EACH BOX UPON COMPLETION)

☐ Location/Layout

☐ Maximum Occupancy of outdoor space used: _____

☐ _____ Sq.Ft.

☐ Social Distancing Compliance

☐ Type of Product/Service: _____

☐ 5 Consecutive feet of sidewalk width Compliance (ADA requirement)

I hereby certify that I am the Owner of the business applying for this Temporary Use Permit (or the Owner's authorized representative) and agree to abide by the requirements of Resolution 19-20-34 Adopted by the Ione City Council on June 1, 2020, understanding that this permit may be revoked if I do not meet the requirements of the permit.

BUSINESS OWNER SIGNATURE _____

DATE _____

APPLICANT'S SIGNATURE _____

DATE _____

APPROVED: ☐

DENIED: ☐

BY: _____

DATE: _____

HOLD HARMLESS AGREEMENT AND RELEASE OF LIABILITY

BUSINESS OWNER/APPLICANT

TEMPORARY AREA USE LOCATION

Mailing Address, City, State, Zip

email address

Telephone Number

_____ agree to indemnify, defend, and hold harmless the City of Ione, its elected officials, officers, managers, employees, agents, volunteers, and representatives from and against any and all losses, liability, claims, actions, causes of action, demands, lawsuits, judgment expense and cost(s) arising out of or in any way connected or related to the above-referenced Special Event, regardless of where the injury, death, damage, or other cause of liability may occur, unless such injury, death, damage or other cause of liability is caused by the sole negligence or willful misconduct of the City.

The Business Owner/Applicant agree to provide satisfactory evidence of, and shall thereafter maintain for the duration of the Temporary Use Area Permit, such insurance policies and coverages in the types, limits, forms, and ratings required by the City Attorney or their designee. The City of Ione and its elected officials, officers, employees, agents, volunteers, and representatives shall be named as additional insured by endorsement in the Business Owner/Applicants insurance policies. (\$2,000,000.00 liability naming the City of Ione as an additional insured). **Please attach.**

I intend my signature below to be a complete and unconditional release of all liability, and for such release to be as broad and inclusive as permitted by the laws of the State of California.

AUTHORIZED REPRESENTATIVE

(To be completed by individuals representing Business Owner/Applicant)

I, _____, represent and warrant that I have the authority, right, and power to enter into this Hold Harmless Agreement and that I have obtained any and all consents, powers, and authorities, necessary to permit me to enter into this Hold Harmless Agreement on behalf of _____ and to bind this business.

This authorization shall remain in full force and effect throughout the duration of the Temporary Use Area Permit.

Business Owner/Applicant:

Printed Name

Signature

Date