

MEMORANDUM OF UNDERSTANDING

between  
the County of Amador and the City of Ione  
regarding  
Planning and Development of Lands within the City’s Sphere of Influence  
Prior to Annexation

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 (the “Effective Date”) between the COUNTY OF AMADOR, a political subdivision of the State of California (“County”) and the CITY OF IONE, a municipal corporation organized and existing under the laws of the State of California (“City”).

**RECITALS**

WHEREAS, a Sphere of Influence (“SOI”) is defined under State law as a “plan for the probable physical boundaries and service area of a local agency, as determined by” the Local Agency Formation Commission (“LAFCO”) and identifies the area that is most likely to be annexed in the future by a city; and

WHEREAS, the City of Ione has a Sphere of Influence that was affirmed by LAFCO in 2007; and

WHEREAS, LAFCO completed a Municipal Services Review in 2008; and

WHEREAS, the City has recently completed an update to its General Plan, which calls for future development of the SOI with uses including residential, commercial, office, and industrial at a scale, density, and intensity that are more consistent with development within an incorporated community, rather than an unincorporated territory; and

WHEREAS, portions of the City’s Existing Sphere of Influence do not follow parcel lines and/or common ownership interests; and

WHEREAS, the City seeks to request an update to the adopted SOI from LAFCO so that the SOI follows parcel lines and common ownership interests; and

WHEREAS, the City has entered into a cost sharing agreement with the affected property owners to cover the costs associated with preparing and processing a Sphere of Influence amendment with LAFCO; and

WHEREAS, the County is in the process of comprehensively updating its General Plan, involving development of a land plan for the unincorporated portions of the County including the adopted and proposed SOI for the City of Ione; and

WHEREAS, §56425(b) of the California Government Code (a portion of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code §56000 *et seq.*) calls upon cities and counties to “meet to discuss the proposed new boundaries of the sphere and explore methods to reach agreement on development standards and planning and zoning requirements within

the sphere to ensure that development within the sphere occurs in a manner that reflects the concerns of the affected city and is accomplished in a manner that promotes the logical and orderly development of areas within the sphere;” and

WHEREAS, on February 2, 2010, the City sent correspondence to the County Planning Department identifying that the City would soon be undertaking proceedings to amend the SOI and desired to initiate §56425(b) discussions with the County; and

WHEREAS, on April 13, 2010, the County Board of Supervisors met in regular session to discuss and direct a process for meeting with the City and directed the creation of an ad hoc committee to meet and confer with the City on the proposed SOI; and

WHEREAS, on April 20, 2010, City and County staff met to review the proposed boundaries and identify potential issues and concerns so that the City could draft a framework for development standards and planning of the entire SOI prior to the annexation of any or all of the Sphere; and

WHEREAS, on May 20, 2010, City and County representatives (consisting of Mayor Schaufel, Vice Mayor Plank, Supervisor Forster, Supervisor Boitano, City Manager Kerr, City Planner Jordan, and County Planning Director Grijalva) formally met to discuss the City’s proposal and the two sides found the concepts to be mutually agreeable in concept pending public review and comment and formal review by the full Board of Supervisors and City Council; and

WHEREAS, on July 30, 2010, the City and County representatives held a follow-up meeting to review the draft text of the MOU and set a date for a public workshop; and

WHEREAS, on August 13, 2010, the City and County sent joint notice of the preparation and drafting of this MOU to property owners within the current and proposed SOI, as well as other interested parties, so that these individuals may review and comment on the draft MOU; and

WHEREAS, on August 31, 2010, the City and County held a joint meeting at Evalynn Bishop Hall in Ione to solicit feedback on the MOU; and

WHEREAS, at the August 31, 2010 meeting, the City Council and Board of Supervisors provided direction to wait on development of an agreement until after the County General Plan is completed; and

WHEREAS, on September 16, 2010, LAFCO held a public hearing to consider the City’s proposed SOI Amendment and directed the City to finalize an Agreement with the County prior to LAFCO taking final action on the SOI Amendment and provided direction on content for the agreement; and

WHEREAS, on October \_\_\_\_, 2010, the City and County representatives held a meeting to review new draft text and set a date for a second public workshop; and

WHEREAS, on October \_\_\_\_, 2010, the City and County sent joint notice of a second joint workshop and a revised draft MOU to property owners within the current and proposed SOI, as well as other interested parties, so that these individuals may review and comment on the draft MOU; and

WHEREAS, on \_\_\_\_\_, 2010, the City and County held a second joint meeting at Evalynn Bishop Hall in Lone to solicit feedback on the revised draft MOU and provided direction on changes to the draft agreement; and

WHEREAS, the City and County agree that the boundaries of the SOI provides for the orderly and logical development of the City; and

WHEREAS, the City and County agree that coordination of planning and land uses within the SOI is critical to the successful development of the properties and as such wish to enter into an agreement on the same;

**NOW THEREFORE**, the parties to this MOU agree as follows:

### **1. Definitions**

Unless otherwise defined in this MOU, all capitalized terms will have the definitions ascribed to as follows:

- A. "Adopted SOI" shall mean the unincorporated portion of the Sphere of Influence for the City of Lone as adopted by the Amador Local Agency Formation Commission (LAFCO) and as may be amended from time to time by LAFCO.
- B. "City General Plan" shall mean the City of Lone General Plan adopted August 26, 2009 and any amendments thereto.
- C. "Commenting Party" shall mean the party to this agreement that is providing comments on a Discretionary Development Project to the Processing Party.
- D. "County General Plan" shall mean the County of Amador General Plan as adopted as of the Effective Date of this MOU and any adopted amendments thereto.
- E. "Discretionary Development Projects" shall mean an action proposed by a property owner (or the property owner's representative) that must be approved by an approving authority, such as the City Council, Board of Supervisors, County Planning Commission, or City Planning Commission. Discretionary Development Projects shall include, but are not limited to: Tentative Subdivision Map or Tentative Parcel Map, Rezone, Conditional Use Permit, Site Plan Review, or General Plan Amendment. Discretionary Development Projects shall not include Ministerial Permits.
- F. "Processing Party" shall mean the party to this agreement that is processing a Discretionary Development Project.
- G. "Ministerial Permits" shall mean those ministerial permits necessary to making improvements to property including, but not limited to, building permits, improvement permits, grading permits, and business licenses.
- H. "Prezoning" shall mean a zoning designation, formally adopted by the City in furtherance of Government Code Section 56375(a)(7), which applies to property outside of the existing City limits in advance of annexation of the area into the City.

## 2. Area Applicable to this Agreement

This MOU shall apply to all areas within the Adopted SOI.

## 3. Land Use Authority

Land use authority within the Adopted SOI shall be as follows, consistent with State law:

- A. Prior to annexation, the County shall continue to have land use authority over properties within the Adopted SOI. The County may consider, approve, conditionally approve, or deny Discretionary Development Projects consistent with the County General Plan and State law.
- B. Prior to annexation the City does not have land use authority over the Adopted SOI, meaning that it may not issue any Ministerial Permits on property in the Adopted SOI. The City, consistent with State law, may accept Discretionary Development Project applications submitted by the landowner(s) of property(ies) within the Adopted SOI. The City may consider, approve, conditionally approve, or deny these Discretionary Development Projects consistent with the City General Plan and State law but shall not issue any related Ministerial Permits for these projects until the land is annexed through LAFCO. Once the land is annexed, the City shall have full land use authority over the subject lands and may then issue Ministerial Permits for these projects. This process is similar to that used for the Gold Rush and Gold Creek projects in Sutter Creek and Jackson, where the respective cities “pre-approved” the projects and used those approvals and related CEQA documents in order to process annexation applications through LAFCO.
- C. In accordance with State law, the City shall, upon annexation, honor and issue Ministerial Permits for any Discretionary Development Project approved by the County prior to annexation on lands within the Adopted SOI.

## 4. Obligation by Parties to Consult Regarding Development Entitlements, Zoning Code Amendments, Rezones, and Development Standard Changes within the Adopted SOI

Under this Agreement:

- A. Both parties shall submit to the other full and complete copies of any and all Discretionary Development Project applications for projects within the Adopted SOI. Such information shall be provided no less than thirty days prior to the first public hearing at which the Discretionary Development Project is to be considered (e.g., Planning Commission hearing). The Commenting Party shall promptly review the application and, within twenty days following receipt of the materials, provide written comments to the Processing Party. The Processing Party shall reasonably consider the comments and, to the extent not in conflict with the governing General Plan, incorporate such recommended changes as either modifications to or conditions of approval on the project.
- B. Both parties shall provide to the other notice of any proposed changes to the respective General Plan, Zoning Code, Zoning Map, or other development standards as the relate and pertain to the Adopted SOI (e.g., rezones or conditional use permits for projects within the Adopted SOI, text amendments to the Zoning Code that affect the zoning districts found within the Adopted SOI). Such notice shall be provided a minimum of thirty days prior to the first public hearing at which

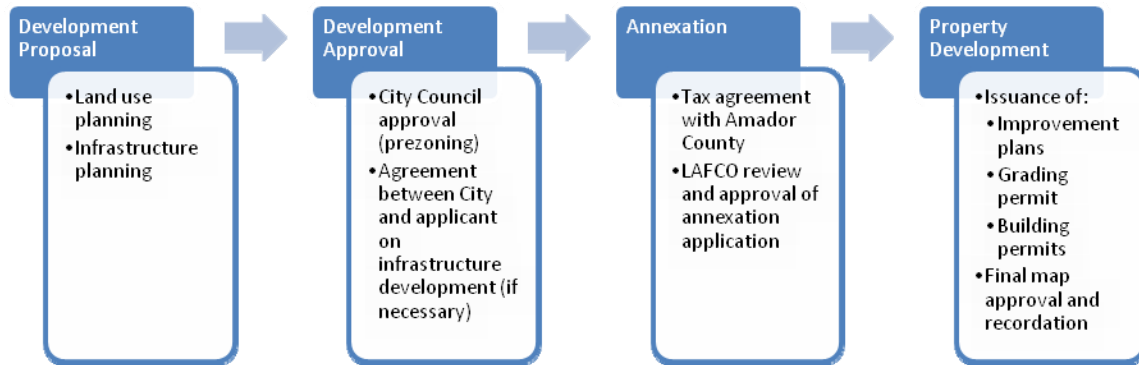
the changes are to be considered (e.g., Planning Commission hearing). The Commenting Party shall promptly review the proposed amendments and, within twenty days following receipt of the materials, provide written comments to the Processing Party. The Processing Party shall review and reasonably respond to any suggested changes and shall incorporate such changes for consideration by the approving authority (e.g., City Council, Board of Supervisors, Planning Commission).

- C. The requirements of this section shall not modify, waive, or abridge any obligations arising under the California Environmental Quality Act (Public Resources Code Sections 21000, et. seq., “CEQA”) to provide the Commenting Party with environmental notice and opportunity to comment as prescribed by CEQA.

## 5. Preferred Process for Development of the Sphere of Influence

As described in Section 3 (Land Use Authority), this agreement shall not modify the land use authority of the County or City within the Adopted SOI prior to annexation. However, while the County may continue to consider and approve or conditionally approve Discretionary Development Projects, the parties agree that long-term successful development of the Adopted SOI is best under the authority of the City. As such, consistent with Section 3.B, the City may consider and pre-approve or conditionally pre-approve Discretionary Development Projects, consistent with the City General Plan, within the Adopted SOI but may not issue Ministerial Permits until LAFCO has approved annexation of the affected property.

- A. Prior to annexation, and at the time of land owner request, the City will accept for processing, and proceed in good faith with processing, application for Rezoning, development, and/or annexation of land in the Adopted SOI. Projects that conform to adopted City General Plan policies and development standards will be looked favorably upon, pending detailed project review and analysis. The City has identified the areas within its SOI as places for new development as part of its General Plan.
- B. In order for development to occur in the SOI, urban services (including water and sewer services) will be necessary. As of the Effective Date of this agreement, the City is in the initial stages of constructing a new sewer treatment facility that will replace the existing facility and provide additional capacity for new development. If additional capacity is necessary to provide these services to new development in the Adopted SOI, the City will work with the development applicant (e.g., land owner) as part of the development review process to identify the timing and funding of these improvements and come to an agreement on how this will occur (through an infrastructure/phasing/financing program, development agreement, or other similar tool) prior to submitting an application for annexation to LAFCO. It shall be the City’s responsibility to keep its Sewer Master Plan and other related planning documents current to support the creation of new capacity. Development must pay its fair share for the creation of this capacity.
- C. The City will engage Amador Water Agency in a similar process with regard to potable water services.
- D. This process and philosophy is based on the premise that annexation of land would occur after master land use and infrastructure planning has been approved (part of Rezoning) but prior to approval of Ministerial Permits and final map approval and recordation, consistent with the following flowchart:



- E. Should the City be unable to support development in the SOI or should it subsequently decide that development of a specific property within the SOI is not part of its land use vision, the City will undertake efforts to amend its General Plan accordingly and pursue a SOI amendment with LAFCO.

**6. Relationship of Parties**

- A. It is understood that the relationship between the parties is an MOU relationship between public agencies and nothing herein shall be construed to the contrary.
- B. The parties agree that nothing contained herein, or in any document executed in connection herewith, shall be construed as making the parties joint venturers or partners.
- C. This MOU is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person, including but not limited to the residents (past, current, anticipated, or future) of the proposed SOI application area, or developers or owners proposing projects within or outside the boundaries of the area, have any right of action based upon any provision in this MOU.

## 7. Notices

All notice required or provided for under this MOU shall be in writing and delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the receiving party indicated below:

To the City:

City Planner  
City of Lone  
P.O. Box 398  
Lone, CA 95640

To the County:

County Planning Director  
County of Amador  
810 Court Street  
Jackson, CA

With carbon copy provided to the following party:

To the City:

Mayor  
City of Lone  
P.O. Box 398  
Lone, CA 95640

To the County:

Supervisor, District 2  
County of Amador  
810 Court Street  
Jackson, CA

## 8. Term of Agreement, Extension, and Termination

- A. The terms of this Agreement shall commence upon the Effective Date and continue through December 31, 2019 ("Termination Date").
- B. This Agreement may be extended for subsequent five year periods upon mutual agreement of both parties. Such action shall be taken prior to the Termination Date. If not action is taken, this Agreement shall be deemed terminated.
- C. Either party may terminate this Agreement prior to the Termination Date or extensions thereto upon 30 days written notice to the other party; provided, however, that the parties agree to meet to attempt to resolve any issues prior to termination.

## 9. Amendments

Either party may propose an amendment to this Agreement at any time during the term of the Agreement. Any amendment(s) to this MOU shall require a simple majority vote by each party.

**IN WITNESS WHEREOF,**  
the parties hereto have caused this Agreement  
to be executed on the day and year first written above.

CITY OF IONE  
A Municipal Corporation

COUNTY OF AMADOR  
A Political Subdivision of the State of California

\_\_\_\_\_  
Chester “Skip” Schaufel  
Mayor

\_\_\_\_\_  
Brian Oneto  
Chair, Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen T. Castaños  
City Attorney

\_\_\_\_\_  
Martha J. Shaver  
County Counsel

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Jennifer Burns  
Clerk of the Board