



AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF IONE &
THE BOARD OF SUPERVISORS OF
THE COUNTY OF AMADOR



Skip Schaufel, Mayor
David Plank, Vice Mayor
Lee Ard, Council Member
Andrea Bonham, Council Member
Jim Ulm, Council Member

Brian Oneto, District V, Board Chairman
John Plasse, District I, Board Member
Richard M. Forster, District II, Board Member
Louis D. Boitano, District IV, Board Member
Theodore F. Novelli, District III, Board Member

Thursday, October 28, 2010 at 6:00 p.m.
City Council Chambers, Ione City Hall
1 E Main Street in Ione

PLEASE LIMIT PUBLIC COMMENT/TESTIMONY TO FIVE MINUTES
Gov't. Code §54954.3

The Ione City Council and Amador County Board of Supervisors welcome, appreciate, and encourage participation in the Joint Meeting. The City Council and Board of Supervisors reserve 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 10 cents per page. Documents that are not available when the agenda is posted will be made available for public review at the meeting.

AGENDA

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA

D. PUBLIC COMMENT EACH SPEAKER IS LIMITED TO 5 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 and Board of Supervisors at this time on any subject within the joint jurisdiction of the City Council and Board of Supervisors.

Pursuant to the Brown Act, the City Council and Board of Supervisors 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 or Board action will be referred to staff for a report and/or recommendation for possible action at a future Council or Board meeting.

Is there any person in the audience who wishes to address the Council and Board at this time?

E. REGULAR AGENDA ITEMS

1. Revised Draft Memorandum of Understanding (MOU) Between County of Amador and the City of Lone Regarding Planning and Development of Lands within the City's Sphere of Influence Prior to Annexation

Recommendation:

- a. Receive the staff report;
- b. Take public comment; and
- c. Provide direction to staff.

F. 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. 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 the penalty that the foregoing agenda for the October 28, 2010 special joint meeting of the Lone City Council and Amador County Board of Supervisors was posted on October 21, 2010 at the office of the City of Lone City Hall at 1 East Main Street, Lone, CA 95640 and was available for public review at that location.

Signed this 21th day of October, 2010 at Lone, California

Janice Traverso, City Clerk, City of Lone

I, Jennifer Burns, the Clerk of the Board of Amador County, declare under the penalty that the foregoing agenda for the October 28, 2010 special joint meeting of the Lone City Council and Amador County Board of Supervisors was posted on October 21, 2010 at the Amador County Administration Center at 810 Court Street, Jackson, CA 95642 and was available for public review at that location.

Signed this 21th day of October, 2010 at Jackson, California

Jennifer Burns, Clerk of the Board, County of Amador



JOINT MEETING STAFF REPORT



FOR THE JOINT MEETING OF: OCTOBER 28, 2010

DATE: OCTOBER 20, 2010

TO: HONORABLE MAYOR, CHAIRMAN, CITY COUNCIL, AND SUPERVISORS

**FROM: CHRISTOPHER JORDAN, AICP, CITY PLANNER
SUSAN GRIJALVA, COUNTY PLANNING DIRECTOR**

SUBJECT: DRAFT MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN COUNTY OF AMADOR AND THE CITY OF IONE REGARDING PLANNING AND DEVELOPMENT OF LANDS WITHIN THE CITY'S SPHERE OF INFLUENCE PRIOR TO ANNEXATION

RECOMMENDED ACTION:

Staff recommends that the City Council and Board of Supervisors:

- a. Receive the staff report;
- b. Take public comment; and
- c. Provide direction to staff.

BACKGROUND:

The City of Ione is in the process of requesting an update to its adopted Sphere of Influence (SOI) from the Amador Local Agency Formation Commission (LAFCO). A map of the proposed amendment is provided as Attachment 1.

Government Code Section 65425(b) requires that the City and County meet to discuss the proposed new boundaries 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." There is no requirement that the City and County come to an agreement; by holding this joint meeting the agencies have satisfied the requirements of the law.

The City sent notice of the pending SOI amendment to the County on February 2, 2010. On April 13, 2010, the Board established an Ad Hoc Committee (made up of Supervisors Forster and Boitano) to meet with the City to discuss the boundaries and explore a possible agreement. The City Council met on April 20 and identified that the City would be represented by Mayor Schaufel and Vice Mayor Plank.

On April 20, 2010, City and County staff met to discuss how this process would work and identify potential issues and concerns so that the City could draft a framework for development standards for consideration by the Ad Hoc Committee. The Ad Hoc Committee has met twice (May 20 and July 30) to go over the framework and review the draft agreement language.

On August 19, 2010, the City formally submitted its SOI amendment application to LAFCO. The application was deemed completed and scheduled for hearing on September 16, 2010. The application made reference to the pending agreement and provided a draft version for reference.

On August 31, 2010, the Council and Board met in joint session to review the draft agreement and consider adoption. During the course of the meeting, the Council and Board had an extensive discussion of the concepts behind and implementation of the agreement, including the implications with regard to property owner rights and ceding of land use authority to the City. There were a number of reservations with the draft agreement and, as such, the City and County did not take action on the draft but instead agreed to continue discussions and explore opportunities to involve both agencies in future planning and development. The Council and Board provided additional direction to hold off on further consideration and action on an agreement until the County General Plan Update is completed.

On September 16, 2010, LAFCO considered the SOI amendment and identified that they would not take action on the application until the City and County concluded the work to adopt an agreement. They identified that the primary objectives for an agreement should include:

- Clarification of who has land use authority; and
- Process for routing projects for review and comment between the agencies.

On October 4, the Ad Hoc Committee reconvened to review a revised draft agreement that addressed the Council/Board concerns from the August 31 meeting while meeting the objectives of LAFCO. Adjustments were made to the revised draft and it was decided to bring the revised draft forward for consideration at a second joint workshop.

ANALYSIS:

The revised draft agreement (Attachments 2 and 3) identifies the following:

- A. Prior to annexation, the County continues to have land use authority over properties within the Adopted SOI. The County may consider, approve, conditionally approve, or deny Discretionary Development Projects (e.g., General Plan

amendments, Rezones, tentative subdivisions and parcel maps, conditional use permits) 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 (e.g., building permits, grading permits, improvement 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; and
- D. Both the City and County shall route for review and comment any proposed development applications, General Plan amendments, Rezones, Zoning text amendments, or other proposed land use or development standards changes that relate to or affect the adopted SOI. The commenting agency has 20 days to review and provide comment and the agency processing the proposal shall review and reasonable 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).

The agreement does 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 agencies would be agreeing that long-term successful development of the Adopted SOI is best under the authority of the City. As such, consistent with State law, 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 (e.g., building permits) until LAFCO has approved annexation.

Material Routing

As noted above, the revised draft agreement provides a process for routing of applications and proposed development standards amendments between the City and County for review and comment prior to adoption. Under the process, information must be sent by certified mail.

County staff has indicated concerns with the proposed routing process. Specifically, County staff is concerned with:

1. The requirement that materials be sent certified mail; and
2. The extent of the noticing requirement to include zoning text or other land use or development standards.

With regard to the certified mail requirement, this would add a new expense to projects. Additionally, if the materials are not sent certified mail but rather standard mail, this could be something that violates the agreement.

The County currently distributes agendas of all TAC and County Planning Commission agendas to each city so jurisdictions may follow up on any project they feel may impact or be of interest to them. County staff does send out all related materials for those projects that could *directly* affect the city (e.g. land divisions/subdivisions, use permits, zone changes, variances). Under the agreement, both the City and County would be required to send full copies of materials for other types of projects such as zoning code text amendments (e.g. kennel regulations, farmworker housing, winery regulations, small wind energy systems, etc.) and amendments to other land use or development standards (e.g. subdivision development standards such as road improvement requirements). As something different than current practice, it creates a different procedure than used for other communities and could create a potential for an oversight that would violate the agreement.

City staff is supportive of the approach included in the draft agreement. It creates a process where all materials are provided to either party and notice is provided in a way that guarantees information is received.

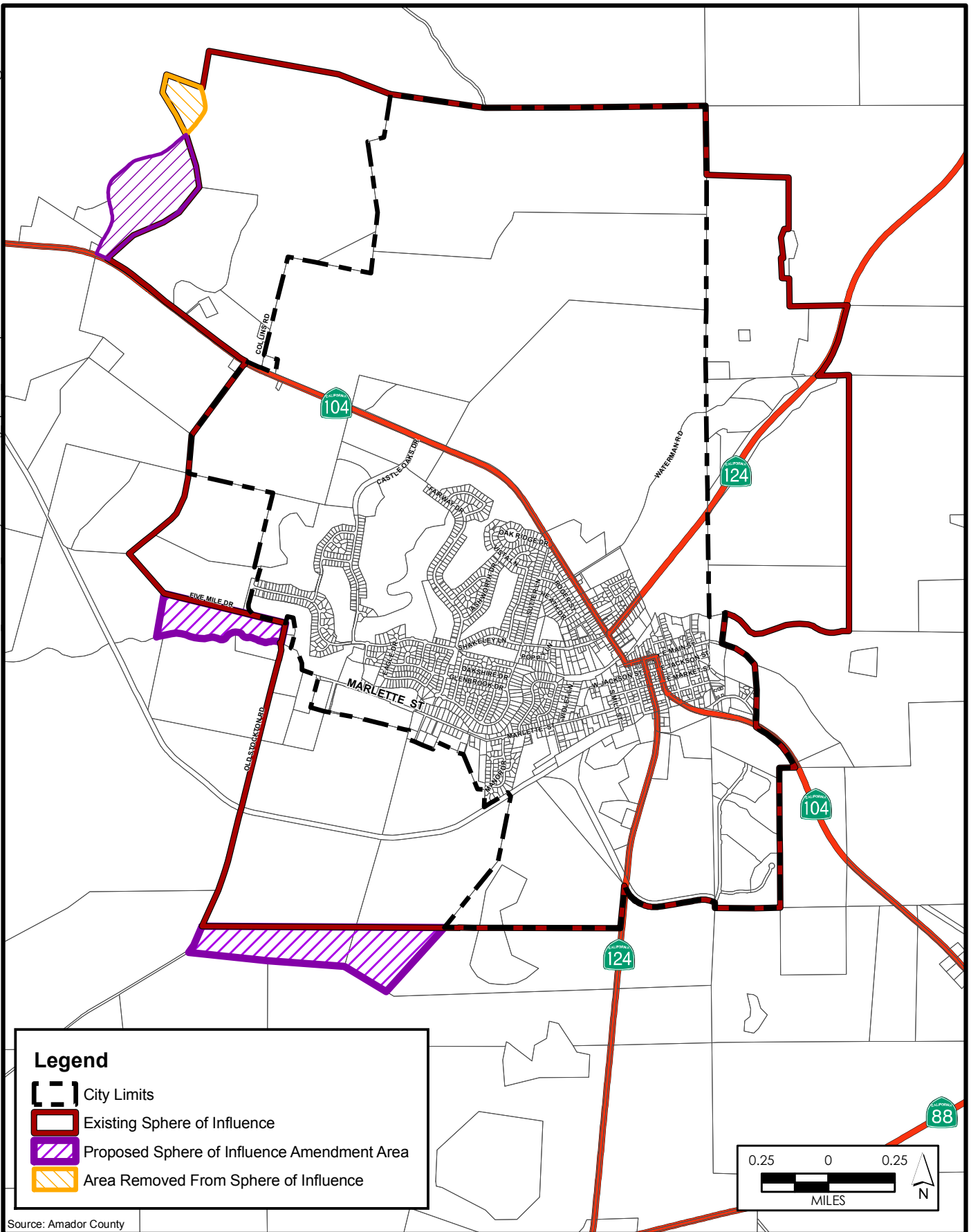
As an alternative to the certified mail requirement, the Council and Board may want to consider email as an acceptable form of correspondence. This would provide a digital record of the correspondence and would have limited cost impacts to either agency. However, it would still require a new routing process.

FISCAL IMPACT:

There are no immediate fiscal impacts to either agency by moving forward with the agreement. Some final review and coordination would be required on the part of both agencies.

ATTACHMENTS:

1. Proposed SOI Amendment
2. Revised Draft Memorandum of Understanding (clean version)
3. Revised Draft Memorandum of Understanding (track changes from August draft)



Source: Amador County



City of Lone
Planning Department

Proposed Sphere of Influence
Amendment Area

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 Lone 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 4, 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 7, 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 October 28, 2010, the City and County held a second joint meeting in the Council Chambers at City 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

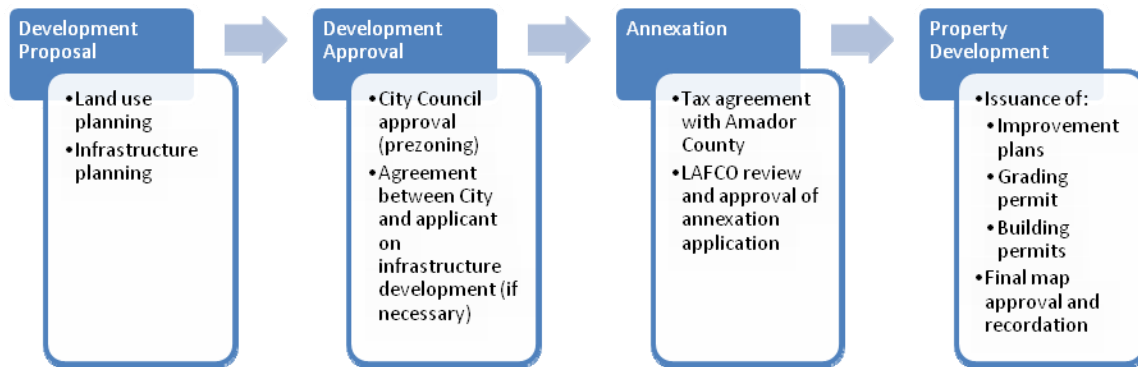
the changes are to be considered (e.g., Planning Commission hearing). The Commenting Party shall promptly review the proposed amendments and, within twenty days following receipt of the materials, provide written comments to the Processing Party. The Processing Party shall review and reasonably respond 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

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 ~~last updated~~ 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, ~~land planning~~ 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, ~~section §~~ 56425(b) of the California Government Code (a portion of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code ~~section §~~ 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 ~~Section §~~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 ~~properties~~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 4, 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 7, 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 October 28, 2010, the City and County held a second joint meeting in the Council Chambers at City 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; ~~and~~

~~———— WHEREAS, the City and County further agree that should owners of property within the SOI desire to develop their properties at a density or intensity greater than a minimum 40 acre lot size or with uses other than residential single family (one home per 40 acres, plus one allowed second dwelling unit) or agricultural uses, the most appropriate jurisdiction within which to develop is the City of Lone given its ability to provide urban services such as sewer, police, and fire;~~

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 ~~that the unincorporated portion of the~~ Sphere of Influence for the City of Lone as adopted by the Amador Local Agency Formation ~~resulting from the City’s Sphere of Influence Amendment Application~~ 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.
- ~~B. “County General Plan” shall mean that document as it exists as of the Effective Date of this MOU.~~
- D. “the County of Amador General Plan Update” shall mean the update to that document that is pending as adopted as of the Effective Date of this MOU and any adopted amendments thereto.
- ~~D. “City General Plan” shall mean the City of Lone General Plan, adopted August 26, 2009.~~
- E. “Existing Sphere of Influence” shall mean the City’s LAFCO adopted Sphere of Influence as previously adopted _____ and as existed prior to submission of the SOIA Application by the City.

- ~~F. “Sphere of Influence Amendment Application” (“SOIA Application”) shall mean that certain application filed by the City of Ione with the Amador Local Agency Formation Commission on _____, 2010.~~
- ~~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. “Rezoning” 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 ~~City’s~~ Adopted SOI.

3. ~~County~~ Land Use ~~Controls~~ Authority

~~Under this Agreement, the County will, within a reasonable timeframe from the date of LAFCO adoption of the SOI, undertake actions to define the development standards for property within the Adopted SOI to reflect the following:~~

- ~~A. Minimum 40 acre parcel size; and~~
- ~~B. Single family residential and agricultural uses only (maximum one home per lot, plus second dwelling units allowed by right consistent with State law and County Code).~~

~~These development standards may be adopted in a number of ways at the discretion of the County. Possible options include, but are not limited to, the following:~~

- ~~● Creation of an “Urban Reserve” General Plan overlay designation as part of the General Plan Update. This designation would be applied to the SOI as it is adopted by LAFCO at the time of County General Plan adoption. The Urban Reserve overlay would “trump” the County’s base General Plan designation by limiting development to the standards defined above.~~
- ~~● Creation of an overlay or combining Zoning District. The zoning overlay would “trump” the County’s base zoning designation by limiting development to the standards defined above.~~

~~These options would allow the base County General Plan and zoning designations to remain on the subject property, but would clearly identify the properties as being within the City's SOI. It would set out the intention that future development should/will be done under the City's jurisdiction. In the event of a Sphere amendment that removes a property from the sphere, the overlay designation(s) would be removed by action of the Board.~~

~~Any development application for something denser than described above would be returned by County staff to the applicant and the applicant would be directed to the City for application processing and subsequent annexation.~~

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 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. ~~The City's SOIA Request~~ Obligation by Parties to Consult Regarding Development Entitlements, Zoning Code Amendments, Rezones, and Development Standard Changes within the Adopted SOI

- ~~A. The City will submit a SOIA Application with Amador LAFCO that would amend the SOI such that it includes the following properties:~~
 - ~~1. NARCO Properties (APNs 005-130-015 and 005-130-050)~~
 - ~~2. Amador Ranch Properties (APNs 005-130-052 (the Old Stockton Road Policy Area) and 005-070-013 (the Collings Road property));~~
 - ~~3. City properties (Wastewater Treatment Plant ("WWTP") and Castle Oaks Water Reclamation Plant ("COWRP"));~~
 - ~~4. Dutschke and Fitzgerald properties (APNs 005-320-001 & 002);~~
 - ~~5. Silva property (APNs 005-320-004 and 005-320-005);~~

- ~~6. Q Ranch (APNs 005-070-002, 006, 009, 010, & 012 (portion); 005-060-012 (portion));~~
 - ~~7. Properties along SR 124 toward Plymouth (APNs: 011-120-008, 018, 021, 022, 023, 024, & 025; 011-090-010, 020, 024, & 025)~~
- ~~B. As part of the SOIA Application, the City will be requesting that LAFCO amend the boundaries of the Existing SOI to:~~
- ~~1. Expand the SOI to include the entire legal parcels for the NARCO Properties, Amador Ranch Properties, City Properties, and Q Ranch as described on the official Assessor's Parcel Maps for Amador County.~~
 - ~~2. Adjust the SOI to follow Irish Hill Road and reflect the proposed boundaries for the Q Ranch property.~~
 - ~~3. Exclude those full parcels along State Route 124 that are identified in the City General Plan as Open Space. Parcels with split General Plan designations would remain in the Sphere. On the extreme northern edge of the Sphere, the line would follow Waterman Road. This would reduce the SR 124 SOI properties to only the following APNs: 011-120-008, 018, 021, 022, 023, 024, & 025, and 011-090-024 (portion south of Waterman Road only).~~

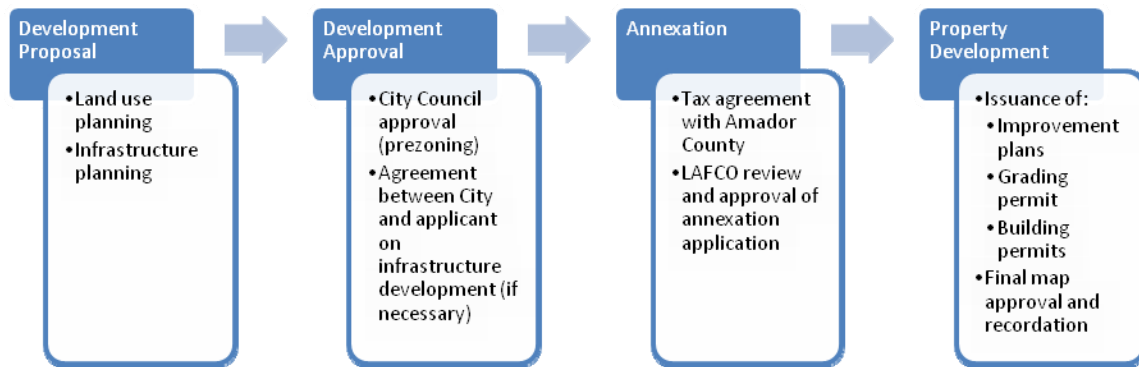
Under this Agreement:

- 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 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 reasonable 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. ~~City Consideration of Development Applications~~ 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~~ ~~At the time of~~ land owner request, the City will accept for processing, and proceed in good faith with processing ~~an~~, application for ~~prezoning~~ Prezoning, development, and /or annexation of land in the Adopted ~~Sphere of Influence~~ 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 ~~prezoning~~ Prezoning) but prior to approval of ~~improvement plans, grading permits, Ministerial Permits and~~ final map approval and recordation, ~~and building permit issuance~~, 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. ~~At such time as a property is removed from the SOI, the County would subsequently be able to remove its development standards as defined in Section 3 above.~~

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. Further Amendments of the City’s Sphere of Influence**~~

~~The terms of this Agreement with respect to application to additional and subsequent lands identified as part of the City’s SOI shall be automatically applied provided:~~

- ~~A. The City amends its General Plan to identify intended land uses, development potential, and other development characteristics for the subject property prior to submission of a corresponding SOIA with LAFCO; and~~
- ~~B. The County has been notified of the City’s intent to consider and pursue such a General Plan amendment and subsequent SOIA at the time of initiation of the General Plan Amendment and the County and City meet to discuss the SOIA at least 45 days prior to any formal adoption or action by the City or LAFCO consistent with Government Code §56425; and~~

- ~~C. The City, in completing the required environmental review under the California Environmental Quality Act for the General Plan Amendment identifies the County as a Responsible Agency and includes within the project description the application of the development limitations identified in Section 3 above by the County in anticipation of subsequent annexation of the property; and~~
- ~~D. The County is given adequate opportunity to comment on the City's General Plan Amendment (and corresponding environmental document) and SOIA prior to final Council action.~~

87. 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:	To the County:
City Planner	County Planning Director
City of Lone	County of Amador
P.O. Box 398	810 Court Street
Lone, CA 95640	Jackson, CA

9. Amendments With carbon copy provided to the following party:

<u>To the City:</u>	<u>To the County:</u>
<u>Mayor</u>	<u>Supervisor, District 2</u>
<u>City of Lone</u>	<u>County of Amador</u>
<u>P.O. Box 398</u>	<u>810 Court Street</u>
<u>Lone, CA 95640</u>	<u>Jackson, CA</u>

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. ~~Either party may terminate this MOU 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; and provided further that the meeting referenced in Section 7.B above shall satisfy the requirements of this Section 9.~~

10. Environmental Documentation

- ~~A. The City, as part of the preparation and adoption of its General Plan, prepared an Environmental Impact Report (“The City EIR”) as required by the California Environmental Quality Act. The City EIR analyzed the potential impacts associated with the SOIA contemplated under this Agreement. The City EIR is satisfactory for purposes of adoption of this MOU and subsequent~~

~~consideration by LAFCO to adopt the SOIA. This acknowledgment shall not apply to any further amendments under Section 7 above.~~

- ~~B. The County, as part of the preparation of its General Plan Update, will be preparing an Environmental Impact Report (“The County EIR”) as required by the California Environmental Quality Act. The County EIR, or other subsequent environmental document, shall be used by the County in enacting the land use controls and “interim uses” defined in Section 3 of this Agreement.~~

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

ATTEST: _____

CITY OF IONE
A Municipal Corporation

Chester “Skip” Schaufel
Mayor

APPROVED AS TO FORM:

Kristen T. Castaños
City Attorney

ATTEST:

Janice Traverso
City Clerk

ATTEST: _____

COUNTY OF AMADOR
A Political Subdivision of the State of California

Brian Oneto
Chair, Board of Supervisors

APPROVED AS TO FORM:

Martha J. Shaver
County Counsel

ATTEST:

Jennifer Burns
Clerk of the Board



NOTICE OF JOINT WORKSHOP

Date of Notice: October 8, 2010

NOTICE is hereby given that on **Thursday, October 28, 2010 at 6:00 p.m.**, or as soon thereafter as the matter may be heard, the **CITY COUNCIL of the City of Ione** and the **BOARD of SUPERVISORS of the County of Amador** will hold a Joint Workshop at the **Ione City Council Chambers**, located at 1 E Main Street in Ione, to discuss, accept public comments, and provide direction on the following:

REVISED DRAFT

Memorandum of Understanding (MOU) Between County of Amador and the City of Ione Regarding

Planning and Development of Lands within the City's Sphere of Influence Prior to Annexation

The City's Sphere of Influence (SOI) is a boundary adopted by the Amador Local Agency Formation Commission (LAFCO) describing the probable future boundary of the City. It identifies lands that are likely to annex into the City at some point in the future. A copy of the existing and proposed SOI is provided below.

Under the terms of the revised draft MOU, the County would retain land use authority over the SOI area until annexation. The City would be able to receive applications from property owners for development of lands within the SOI and would be able to "pre-approve" them, but no building could begin until annexation was approved by LAFCO. The City and County would also be required to seek comments from the other regarding proposed development in the SOI. A copy of the revised draft MOU is available for review on the City's website at www.ione-ca.com/home/ione/soi_annex.

The intent of this meeting is to provide the public, including property owners within the existing and proposed sphere of influence, with an opportunity to comment on the draft MOU before any City or County action. Interested persons should attend the workshop in order to make their comments known. If you are unable to attend the public hearing, you may direct written comments to:

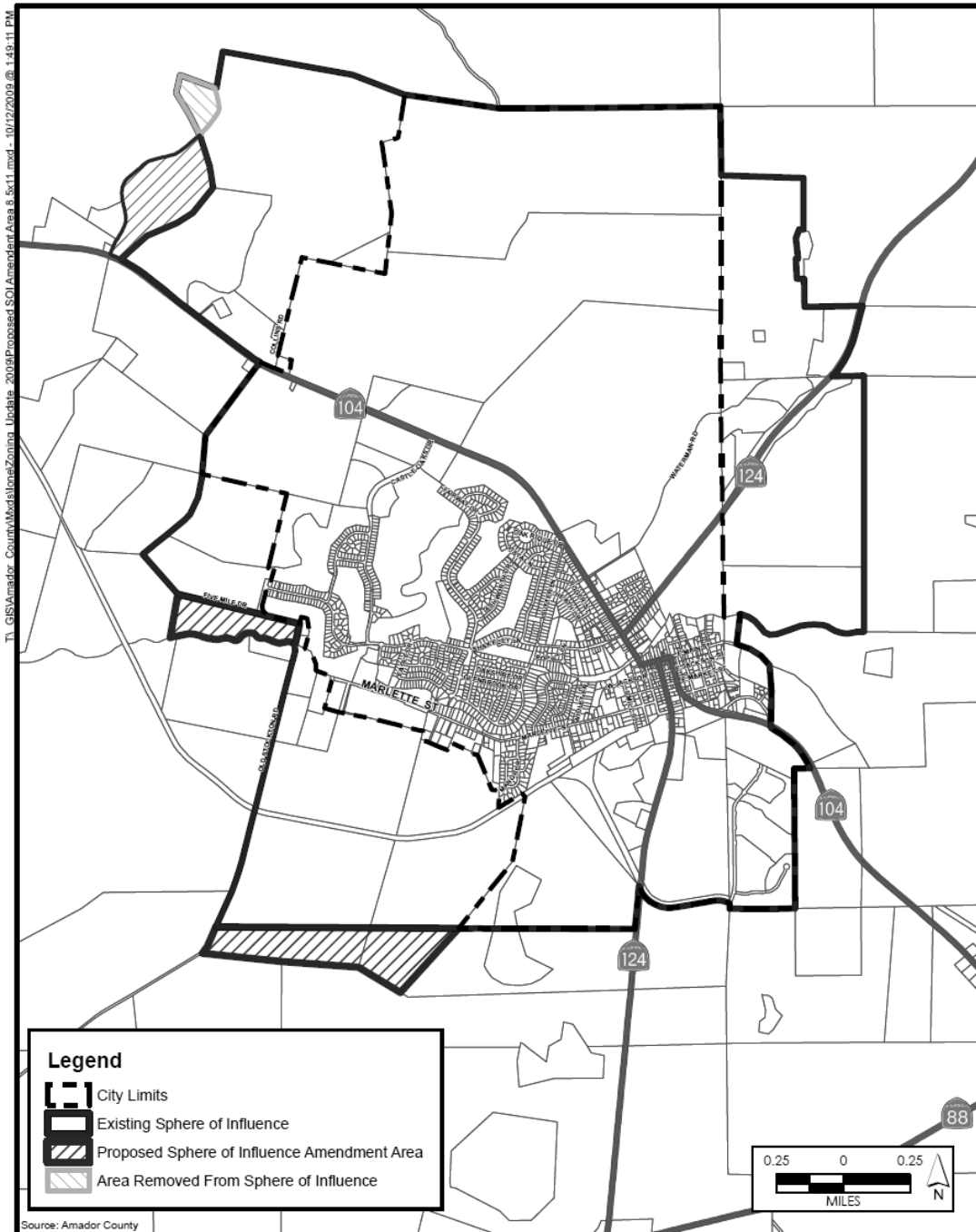
- City Clerk, City of Ione, P.O. Box 398, Ione, CA 95640; or
- Planning Department, County of Amador, 810 Court Street, Jackson, CA 95642

Additional information on this project is available for review at the following locations:

- City Hall between the hours of 8:00 a.m. and 4:30 p.m. on weekdays, or you may telephone 209.274.2412; or
- Amador County Planning Department, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Thursday, or you may telephone 209.223.6380.

ADA COMPLIANCE STATEMENT

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 209.274.2412. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.



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