

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**

**Public Teleconference Line: 1-571-317-3122
Access Code: 162 833 821**

IN COMPLIANCE WITH THE GOVERNOR'S EXECUTIVE ORDER N-25-20, THE CITY OF IONE WILL BE CONDUCTING ITS MEETING VIA TELECONFERENCE. THE MAYOR WILL CALL THE MEETING TO ORDER AND AFTER COUNCIL INPUT, WILL INVITE THE PUBLIC TO COMMENT VIA PHONE TO RECEIVE PUBLIC COMMENT. PUBLIC COMMENT WILL ALSO BE ACCEPTED BY EMAIL AT jtraverso@ione-ca.com – ALL EMAILS MUST BE RECEIVED PRIOR TO THE START OF THE MEETING AND WILL BE INCORPORATED INTO THE RECORD

**Tuesday, April 7, 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:

- Child Abuse Prevention Month - Proclamation

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. Approval of Minutes: February 4, 2020, and February 18, 2020

H. PUBLIC HEARING: None

I. REGULAR AGENDA:

2. Senate Bill 1 (SB-1) Road Maintenance Project Options for FY 2019-2020
3. Adoption of Resolution No. 2020-09 Accepting Parcel A as Shown on Final Subdivision Map for Castle Oaks Village 5
4. Adoption of Resolution No. 2020-08 Revisions to Standard Drawings SS-7, SS-9, ST-4, ST-10, and ST-11 As Shown in the City's Improvement Standards and Adoption of a New Standard SF-12
5. Wildflower Development – Confirmation of Allowable Number of Units Allowed Prior to Connection of Foothill Drive and SR104
6. Adoption of Resolution No. 2020-10 Approving the Final Map for Wildflower Unit 3, Accepting the Dedication of the Public Utility Easements and Public Facility Easements, and Rejecting the Irrevocable Offer of Dedication for the Road Right of Way Easements Associated with Lupine Drive, Clover Drive and

Honeysuckle Drive and Authorizing the Mayor to Sign the Subdivision Improvement Agreement Once Bonding Has Been Provided

7. Approve Agreement between City of Lone and Amador County Recreation Agency (ACRA) for Operation of the Lone Swimming Pool
8. Replacement of a Floating Brush Aerator at the Wastewater Treatment Plant
9. Mule Creek State Prison Presentation

J. CITY MANAGER REPORTS:

- Letter to the Governor regarding Homeless Shelter
- Updates

K. CITY COUNCIL COMMITTEE REPORTS

L. CITY COUNCIL COMMENTS/FUTURE AGENDA ITEMS

M. CLOSED SESSION AGENDA: None

N. ADJOURNMENT

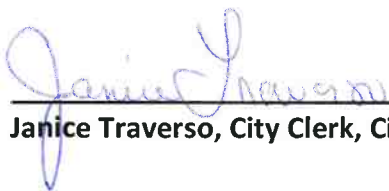
NOTICE REGARDING CHALLENGES TO DECISIONS

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, April 7, 2020 meeting of the Lone City Council was posted on April 3, 2020.



Janice Traverso, City Clerk, City of Lone

PROCLAMATION

WHEREAS, children are vital to our county's future success, prosperity and quality of life as well as being our most vulnerable assets; and

WHEREAS, all children deserve to have the safe, stable nurturing homes and communities they need to foster their healthy growth and development; and

WHEREAS, child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community; and

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies and the business community.

THEREFORE, BE IT RESOLVED by the City Council of Ione, County of Amador, State of California, that said Council does hereby proclaim the month of April, 2020, as

CHILD ABUSE PREVENTION MONTH

and urge all citizens to use this time to reaffirm our dedication to preventing child abuse and neglect and protecting our community's children; and

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Ione to be affixed on this the 17th day of March, 2020.

Diane Wratten
Mayor, City of Ione

CITY OF IONE COUNCIL MEETING MINUTES
Regular Meeting of February 4, 2020

Mayor Wratten called meeting to order at 6:00 PM

A. PLEDGE OF ALLEGIANCE TO THE FLAG:

Mayor Wratten led the Pledge of Allegiance.

B. ROLL CALL:

Present: Diane Wratten, Mayor

Stacy Rhoades, Vice Mayor

Dominic Atlan, Council Member

Tom Reed, Council Member

Absent: Dan Epperson, Council Member

Staff: Jon Hanken, City Manager

Sophia Meyer, Deputy City Attorney

Janice Traverso, City Clerk

John Wanger, City Engineer

C. APPROVAL OF AGENDA:

ACTION: It was moved by Councilmember Reed, seconded by Councilmember Atlan and carried to approve the agenda as written.

AYES: Wratten, Rhoades, Atlan, Reed

NOES: None

ABSTAIN: None

ABSENT: Epperson

D. PRESENTATIONS/ANNOUNCEMENTS/PROCLAMATIONS: None

E. PUBLIC COMMENT:

- Larry Rhoades:
 - A) Previously asked the Council if staff had the legal power to re-negotiate a Development Agreement (Wildflower Subdivision)
 - B) Asked how full is Pond 1 at the Wastewater Plant
- Debbie Hubbard, water from the property at 1045 Shakeley Lane has been running across the sidewalk and someone has slipped. Who is responsible if someone gets hurt on their property (photographs were supplied)
- Rhonda Morningstar Pope-Flores was assessing impacts of the Harrah's Casino. Currently, the County has given the City \$200,000 for Public Safety and the Police Department is recruiting for new officers, which will be covered under \$200,000.

F. CONSENT CALENDAR:

ACTION: It was moved by Councilmember Reed, seconded by Vice Mayor Rhoades and carried to approve the following:

1. Approval of Minutes – December 17, 2019
2. Adoption of Resolution No. 2020-03 Designating Signatures for Orders for Payment of Monies Drawn Against the City of Ione on Existing Accounts at American River Bank

AYES: Wratten, Rhoades, Atlan, Reed

NOES: None

ABSTAIN: None
ABSENT: Epperson

G. PUBLIC HEARING: None

DISCUSSION ITEMS:

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

H. REGULAR AGENDA:

3. Self-Help Sales and/or Use Tax for Streets and Roads Repair and Maintenance – Board of Supervisor – Mr. Frank Axe spoke to the Council regarding the proposed ballot measure For Streets and Road Repair Maintenance. Mr. Axe explained that the five incorporated cities and the county have collaborated to develop a self-help revenue measure which would directly and significantly address area roadway needs. The measure would:

- Place a half-cent sales/use tax measure on the November, 2020 ballot for voter approval. A half-cent measure is projected to generate more than \$3 million annually in badly needed revenue
- The cities and county agree to a revenue sharing agreement which is fair and equitable to all entities, and which recognizes a regional goal of improving and maintaining area roadways collaboratively, for the benefit of the public at large. The revenue sharing agreement includes a baseline sum for each entity with proportional distribution of the balance based on population;
- All revenues would be restricted to roadway repairs, maintenance and improvements. Each of the cities and the county have developed a different standard for roadway improvements, so each entity would individually dictate the actual improvements to be made. No revenues could be used for non-transportation expenditures.
- Public safeguards and transparency would be incorporated into the measure. Safeguards would include a sunset clause for 10 years, after which the measure would expire unless voters extended it voluntarily; regular audits to provide public transparency regarding how revenues were spent; formation of a citizen oversight committee to monitor the program and ensure its efficiency and regional coordination of the program through the Amador County Transportation Commission.

This was a discussion item and no action was taken.

4. Adoption of Resolution No. 2020-02 Approving the Fiscal Year 2018/2019 Amador County Regional Traffic Mitigation Fee Program Annual Report – As required by the MOU, each city and the county submits RTMF revenues to ACTC for deposit into an account solely designed for the RTMF Program. This year the City collected \$262,354 in revenues.

ACTION: It was moved by Councilmember Atlan, seconded by Vice Mayor Rhoades and carried to adopt Resolution No. 2020-02 approving the 2018/2019 Annual Report.

AYES: Wratten, Rhoades, Atlan, Reed

NOES: None

ABSTAIN: None

ABSENT: Epperson

5. Adoption of Resolution No. 2020-04 Accepting the Improvements Associated with the 2019 WWTP Biosolids Removal Project and Authorizing the Release of the Bonds Associated with this project. City Engineer John Wanger explained that on February 5, 2019 the City Council approved a resolution awarding the 2019 Biosolids Project to Synagro-WWT, Inc. for removal of accumulated bio-solids at the Wastewater Treatment Plant that had been stockpiled as the pond liners were installed. All work was completed in June, 2019 and the contractor has been paid. Because the official acceptance of the project was not done in within the typical timeframe, we are recommending action associated with this staff report to release the bonds.

ACTION: It was moved by Councilmember Atlan, seconded by Vice Mayor Rhoades and carried to adopt Resolution No. 2020-04 Accepting the Improvements Associated with the 2019 WWTP Biosolids Removal Project and Authorizing the Release of the Bonds Associated with this Project.

AYES: Wratten, Rhoades, Atlan, Reed

NOES: None

ABSTAIN: None

ABSENT: Epperson

6. Award of Consulting Contract to Update the WWTP Water Balance and Development of a WWTP CIP List – City Engineer John Wanger explained that the 2020 Capacity Expansion Completion Report completed in December 2016 was done to fulfill the requirements of Section 1, Provision IC of amended order R5-2014-0166 as adopted by the CRWCB, Central Valley Region (CVRWQCB). Since completion of the report, changes have taken place that impact the results as presented in the report such as:
- Completion of installation of geosynthetic liners in Ponds 1-5
 - Discovery of increased pond depths of Ponds 1-4 during installation of the liners resulting in the need to modify storage quantities as presented in the 2016 report
 - Changes to Amador Water Agency flows into the WWTP (although changes were presented as estimated in the report, actual flow numbers are now available).
 - The proposed cessation of Amador Regional Sanitation Authority (ARSA) flows in 2022 (although some assumptions were made in the 2016 report, an official cessation date has been issued by the City of Lone to ARSA since the report was completed.)
 - As ARSA flows will cease in 2022, a more detailed look needs to take place regarding the option to pump treated wastewater to the Preston Reservoir for storage, as opposed to building new storage. Although this option was discussed in the 2016 report, it doesn't appear that full considerations were made with respect to the viability of this option, as well as costs for installing a pump station, cleaning Preston Reservoir and other issues.
 - A number of new homes have occupied and flows into the WWTP need to be updated.
 - The option to send some of the City's treated wastewater to Woodard Bottom is still an option to consider; however, CDCR has yet to secure the necessary permits from CVRWQCB to operate the facilities. Option need full development assuming Woodard Bottom may not be a possible option
 - Connection of the WWTP and the Castle Oaks Water Reclamation Plant improvements would be needed has not been done

- The 2016 report did not present costs for many needed capital improvement projects including replacement of the existing headworks, installation of disinfection facilities, pump station costs for sending effluent to either the COWRP and/or Preston Reservoir and possible connections to the Castle Oaks Water Reclamation Plant. These costs need to be included, as they may have an impact on rates and/or long term capital project planning and financing. An overall capital improvement project strategy and cost forecasting is needed.

City Engineer John Wanger also commented that improvements to the overall treatment, storage and disposal of effluent is critical. After discussion with Council, the following action was taken.

ACTION: It was moved by Councilmember Reed, seconded by Councilmember Atlan and carried to approve the contract Amendment with Coastland Civil Engineering to provide an update to the WWTP Water Balance Report and Development of a WWTP CIP list.

AYES: Wratten, Atlan, Reed

NOES: Rhoades

ABSTAIN: None

ABSENT: Epperson

7. Strategic Planning – City Manager Jon Hanken advised Council that we will be having meetings in April for an update and overview of our current Strategic Plan and would like these meetings to correspond with the Budget process.
8. Sign Permit Fees – At the last Council meeting a citizen requested that Council revisit the fees associated with a sign permit for new businesses downtown because he was told a sign permit could cost up to \$800.00. City Manager Jon Hanken commented that the cost for a sign permit through the Building Department is \$165.00 plus plan review which is 100 percent of the permit fee. Information item.
9. Property Tax Split between City and County – Council requested that the topic of negotiating a different percentage tax split with the County be discussed. Currently, the split is as follows: Schools-61.71%; County 31.69%; Cities-4.6%; Special District-1.33% and Fire Districts-0.67%. Council suggested appointing two Councilmembers to an Ad Hoc Committee to meet with the County regarding negotiating a different percentage rate for new developments in Ione. Item will be on next agenda for appointments.
10. Capturing Sales Tax from Mule Creek State Prison – Councilmember Dominic Atlan would like guidance on how we could capture sales tax from Mule Creek on products sold out the city. City Manager Jon Hanken will contact the administration office at Mule Creek for information.

K. CLOSED SESSION AGENDA: None

L. ADJOURNMENT:

It was moved by Councilmember Atlan, seconded by Councilmember Reed and carried to adjourn at 7:45 p.m.

Respectfully submitted,
Janice Traverso, City Clerk

CITY OF IONE COUNCIL MEETING MINUTES
Regular Meeting of February 18, 2020

Mayor Wratten called meeting to order at 6:00 PM

A. PLEDGE OF ALLEGIANCE TO THE FLAG:

Mayor Wratten led the Pledge of Allegiance.

B. ROLL CALL:

Present: Diane Wratten, Mayor
Stacy Rhoades, Vice Mayor
Dominic Atlan, Council Member
Dan Epperson, Council Member
Tom Reed, Council Member

Staff: Jon Hanken, City Manager
Sean Cameron, Deputy City Attorney
Janice Traverso, City Clerk

C. APPROVAL OF AGENDA:

ACTION: It was moved by Councilmember Epperson, seconded by Councilmember Reed and carried to approve the agenda as written.

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSTAIN: None

ABSENT: None

D. PRESENTATIONS/ANNOUNCEMENTS/PROCLAMATIONS: None

E. PUBLIC COMMENT:

- Larry Rhoades – Why is the Notice of Violation from CVRWQB under City Manager Reports instead of on the Regular Agenda. City Manager has a meeting set up with ARSA, and the Golf Course and then it will be on the agenda for discussion.
- Hank DeVore – Parking Lot at Evalynn Bishop Hall is in need of repaving and striping.
- Chris Strong – Interested in bidding on the Castle Oaks Maintenance Contract.

F. CONSENT CALENDAR:

ACTION: It was moved by Councilmember Reed, seconded by Councilmember Epperson and carried to approve the following:

1. Approval of Minutes: January 7, 2020 and January 14, 2020
2. Adoption of Resolution No. 2020-05 Acceptance of the North Arroyo Seco Sewer Replacement Project

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSTAIN: None

ABSENT: None

G. PUBLIC HEARING: None

DISCUSSION ITEMS:

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

H. REGULAR AGENDA:

3. Ad Hoc Committee for Property Tax Split Discussion with the County – It was moved by Councilmember Epperson, seconded by Vice Mayor Rhoades and carried to appoint Mayor Wratten and Councilmember Atlan to the Ad Hoc Committee for the Property Tax Split discussion with the County.

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSTAIN: None

ABSENT: None

4. Water on Sidewalk – Shakeley Lane – City Manager Jon Hanken explained that the practical solution to this problem would be to install drains on the sidewalks that allows water to flow under the sidewalk and into the storm system. Approximate cost would be \$500. City Manager will discuss the cost with the property owner to possibly share the cost with the City.

5. Replace Floating Brush Aerators at Wastewater Plant – Vice Mayor Stacy Rhoades commented that to build a new aerator the cost would be around \$3,000 compared to a new aerator for \$30,000. Council tabled this item to the next meeting for further information.

6. Ad Hoc Creek Committee Interview Panel – Advertising for the five vacant positions will be in the March Newsletter. It was moved by Councilmember Atlan, seconded by Vice Mayor Rhoades and carried to appoint Mayor Wratten and Vice Mayor Rhoades to the Ad Hoc Creek Committee.

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSTAIN: None

ABSENT: None

I. CITY MANAGER REPORTS:

- HVAC Replacement at Evalynn Bishop Hall
- Notice of Violation from CVRWQCB on March 3, 2020 meeting

J. FUTURE AGENDA ITEMS:

- Purchase of Property behind Pizza Factory
- Mule Creek Contamination
- Train Park

K. CLOSED SESSION AGENDA:

Council convened to Closed Session at 6:55 p.m. to discuss the following:

- Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(1), Existing Litigation City of Lone v. Lone Hotel

Council reconvened to Open Session at 7:10 p.m. and announced that direction was given to staff on the following item:

- Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(1), Existing Litigation City of Lone v. Lone Hotel

L. ADJOURNMENT:

It was moved by Councilmember Reed, seconded by Councilmember Epperson and carried to adjourn at 7:10 p.m.

Respectfully submitted,

Janice Traverso
City Clerk

Agenda Item

2

DATE: March 17, 2020
TO: Honorable City Council
FROM: John Wanger, City Engineer
SUBJECT: Senate Bill 1 (SB-1) Road Maintenance Project Options for FY19-20

RECOMMENDED ACTION:

Staff recommends the City Council do the following:

1. Review the options for streets presented herein.
2. Take public comment and direct staff to make any changes, if necessary.
3. Direct staff to make any changes to the list of street(s) including in the SB-1 funded Street Rehabilitation Project for FY 19/20.

FISCAL IMPACT:

The SB-1 monies will be used specifically for repair/maintenance of the selected streets. In accordance with state's regulations for SB-1 funding, cities must submit a list of streets that the monies will be spent on. A list was submitted in May 2019; however, cities are allowed to make changes to the list. Depending on the streets chosen, project bid documents will be developed and the project should be ready for bidding in the late spring or early summer 2020. Once the bid documents are completed, the overall project budget will be done and submitted to the Council for approval prior to proceeding.

BACKGROUND:

Senate Bill 1 (SB-1) was approved in 2017 by the Governor. This bill provides new revenues for road maintenance projects within the City. According to the State's most recent projections, for Fiscal Year 2019-20, the City is projected to receive approximately \$133,373 in revenues from SB-1. Regulations contained within SB-1 require that projects funded with SB-1 monies need to be specifically provide a list of streets where the money will be spent as approved by the City Council. Once approved, paperwork must be submitted to the state for approval.

At the May 21, 2019 City Council meeting, staff proposed that the 2019-20 Annual Street Rehabilitation Project include a portion of Fairway Drive. This section of street was chosen based on information from the City's Pavement Management Program (PMP) completed in 2015.

The information in the PMP is based on field observations and collection of data on a variety of different pavement information (alligator cracking, trench patches, longitudinal cracking, rutting, weathering, etc.) The results of the field survey are input into the PMP software and the program lists each street showing a Pavement Condition Index (PCI) that ranges from 0 to 100, with 100 being a street with new pavement. In addition to the field data, budget information is input into the PMP software that includes anticipated monies that the City will use on street rehabilitation each year, as well as costs per square foot for various types of rehabilitation (slurry seal, micro paving, asphalt overlays and street reconstruction.) The PMP software considers the conditions of all the streets, anticipates how street conditions will degrade over the years, reviews the budget information and ultimately recommends which streets to treat and what treatment to use for the available budget to ensure preservation of the most streets for the longest time. This approach is different from the "worst first" approach, as repairing some of the streets in the worst condition would use significant amounts of money for less streets.

At the May 21, 2019 City Council meeting, the City Council wanted an opportunity to review other streets and consider whether changes are needed to the street(s) selected for treatment using SB-1 monies. Based on the Council's direction, a list of street segments from the 2015 PMP needing rehabilitation (PCI less than 70) was presented at the October 15, 2019 Council meeting. At that meeting, input received from the City Council was to increase the overall budget for the pavement rehabilitation project to \$230-250,000 (using Gas Tax monies to supplement SB-1 monies) and to slurry seal as many of the streets on the list where slurry sealing was a recommendation, along with one paving project.

In follow up to direction received at that meeting, staff has revisited the list of streets and compared the list with the sewer repair inventory list that was developed in 2011. The sewer repair list identified locations throughout the City where sewer repairs were needed based on CCTV inspections. Very few sewer collection system repair projects have been done since 2011. In comparing the locations of where sewer projects are proposed with streets needing rehabilitation, the list of streets was reduced. Additionally, cost estimates for price per square yard for slurry seal projects was updated using actual bid costs from the 2019 Pavement Restoration Project, as well as costs for asphalt overlay were updated to reflect costs from recent project.

The results of eliminating streets where sewer projects were planned and updating costs yielded the following updated list:

<u>Street Name</u>	<u>Limits of Street Section</u>	<u>PCI</u>	<u>Type of Treatment Needed</u>	<u>Area for Treatment (SF)</u>	<u>Estimated Cost*</u>
Ashworth Drive	220 Ashworth to Vista Ln	64	Slurry Seal	3200	\$ 21,600.00
Brookview Court		68	Slurry Seal	13440	\$ 90,720.00
El Dorado Street	E. Main to 200' S/O E. Main	52	Slurry Seal	3600	\$ 24,300.00
Fairway Drive	N end of Oak View to Lakeview	57	Slurry Seal	48180	\$ 325,215.00
Fairway Drive	Pinnacle to Shakeley	59	Slurry Seal	45540	\$ 307,395.00
N. Arroyo Seco Street	E. Main to 154 N. Arroyo Seco	63	Slurry Seal	15900	\$ 107,325.00
N. Ione Street	E. Main to end	62	Slurry Seal	13800	\$ 93,150.00
Shakeley Lane	Sutter to 100' W/O Fairway	52	Slurry Seal	52800	\$ 356,400.00
S. Mill Street	W. Marlette to 430' S/O W. Marlette	69	Slurry Seal	12470	\$ 84,172.50
S. Summit Street	E. Main to E. Marlette	68	Slurry Seal	7920	\$ 53,460.00
Wilda Court		55	Slurry Seal	11400	\$ 76,950.00
W. Jackson Street	Sacramento to Buena Vista	58	Slurry Seal	4600	\$ 31,050.00
			Total Slurry Seal		\$ 1,571,737.50
Bacon Road	E. Marlette to Foothill	32	Asphalt Overlay or reconstruct	4940	\$ 123,500.00
Depot Road	W. Marlette to end	13	Reconstruct Road	14170	\$ 354,250.00
Edgebrook Drive	Shakeley to Glenbrook	46	Asphalt Overlay	34920	\$ 558,720.00
E. Marlette Street	S. Arroyo Seco to Bacon	46	Asphalt Overlay	13020	\$ 208,320.00
Fairway Drive	Castle Oaks to N end of Oak View	45	Asphalt Overlay	45320	\$ 725,120.00
Maple Street	150' N/O E. Main to end	36	Asphalt Overlay	2730	\$ 43,680.00
N. Arroyo Seco Street	154 N. Arroyo Seco to end	27	Asphalt Overlay	8400	\$ 134,400.00
N. Summit Street	106 Summit to end	26	Asphalt Overlay	7700	\$ 123,200.00
Sacramento Street	W. Jackson to W. Market	31	Asphalt Overlay	5200	\$ 83,200.00
Sacramento Street	W. Marlette to 365' S/O Marlette	22	Asphalt Overlay	10220	\$ 163,520.00
Shakeley Lane	Poppy to Sutter	20	Asphalt Overlay	21525	\$ 344,400.00
Stoney Brook Court		28	Asphalt Overlay	5600	\$ 89,600.00
			Total Reconstruct/Overlay		\$ 2,951,910.00

As can be seen, the number of streets in need of repair far exceeds available budgets. Repair varies by PCI (the less the PCI the more work is needed to rehabilitate the street.) Additionally, it should be noted that the budgets shown are approximate only and not based on actual plans. Numbers will change once plans have been developed (could be more or less than projected.) Accordingly, it would be advisable for the council to provide staff with a listing of streets that may slightly exceed the allocated SB-1 monies to allow options if it is determined that additional streets can be rehabilitated.

It should be noted that when considering streets to receive treatment, typically streets are grouped into a project using like-treatments. For example, a project that includes streets that are slated to receive slurry sealing or micro sealing are grouped together in one overall project, or streets that are slated to receive hot mix asphalt will be grouped into one overall project. Typically types of treatments (slurry seal or hot mix asphalt paving) are not both included within the same overall project. The reason for grouping/bidding projects this way is because a slurry seal contractor typically specializes in just slurry sealing and does not typically pave streets with hot mix asphalt. Conversely, those contractors that typically pave streets don't typically slurry seal streets. These are two distinctly different contractors and if types of treatments are mixed, it typically requires the prime contractor hiring a subcontractor which ends up costing additional monies due to contractor mark-ups.

It should also be noted that in when the 2015 Paving project was done, one of the segments that was included as a bid alternate that was never constructed was the segment of Sacramento Street between W. Jackson and W. Market. If the Council selected this street, bid documents would only require minor modification for this paving project (estimated at approximately \$83,000.) If Sacramento Street was chosen, this leaves approximately \$147,000 of an overall \$230,000 budget for slurry seal projects. In reviewing the streets, staffs recommendation would be to consider adding in as much of Shakeley Lane as money affords, as this is a collector street that is in need of surface rehabilitation.

Once the Council provides direction to staff, bid documents for this project will be prepared over the next few months and the project will be brought back to obtain approval for bidding in the late Spring of 2020. The work will most likely be completed in the early summer of 2020.

Agenda Item

#3

DATE: March 17, 2020
TO: Honorable City Council
FROM: John Wanger, City Engineer
SUBJECT: Castle Oaks Village 5 – Acceptance of Parcel A

RECOMMENDED ACTION:

That the City Council adopt the attached resolution that accepts Parcel A (open space parcel) within Castle Oaks Village 5.

FISCAL IMPACT:

There is an incremental increase in the City's operation and maintenance costs over time associated with the increase in weed abatement of Parcel A.

BACKGROUND:

On January 15, 2019, the Council authorized accepted the improvements, easements and rights-of-way associated with the Castle Oaks Unit 5 development. At that Council meeting, the Council elected not to accept Parcel A (see page of the final map that shows the location of Parcel A), which is an open space parcel being dedicated to the City on the final map. The Council indicated that acceptance of this Parcel should wait until at least 50% of the homes in the development had been sold.

In recent correspondence with Riverland Homes (developer), they have confirmed that over 33 of the homes have been sold and are occupied. Accordingly, they have asked that the City accept Parcel A.

Attachments:

Resolution
Portion of Final Map of Castle Oaks Village 5 showing Parcel A

RESOLUTION No. 20-69

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE, STATE OF CALIFORNIA
ACCEPTING PARCEL A AS SHOWN ON FINAL SUBDIVISION MAP FOR CASTLE OAKS
VILLAGE 5**

WHEREAS, on January 15, 2019 the City Council of the City of Ione accepted the improvements, easements and rights-of-way associated with Castle Oaks Village 5 Subdivision; and

WHEREAS, the City Council directed that Parcel A (an open space parcel within Castle Oaks Village 5) not be accepted by the City at that time and that acceptance of Parcel A should be delayed until at least 50% of the lots within the development have been sold and occupied; and

WHEREAS, City staff has been informed by the developer that over 50% of the lots have been sold and are occupied.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Ione does hereby resolve that the City hereby accepts the offer of dedication for Parcel A as shown on the Castle Oaks Village 5 final map.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council on this 17th day of March 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Diane Wratten, Mayor

Janice Traverso, City Clerk

BASIS OF BEARINGS:

THE BASIS OF BEARING OF THIS SURVEY IS IDENTICAL WITH THAT OF THE BASIS OF BEARING LINE AS SHOWN ON THE FINAL MAP OF CASTLE OAKS UNIT NO. 1, FILED FOR RECORD IN BOOK 6 OF FINAL MAPS, PAGE 81, OFFICIAL RECORDS OF AMADOR COUNTY, FROM BETWEEN FOUND CALTRANS REFERENCE MONUMENTS NO. 250 AND NO. 261. THE BEARING IS GIVEN AS NORTH 66° 54' 19" WEST, AS SHOWN ON STATE HIGHWAY MAP OF ROUTE 104, DISTRICT NO. AMADOR COUNTY AND AS PER GRANT DATED DECEMBER 21, 1960 AS INSTRUMENT NO. 69261, IN BOOKS OF OFFICIAL RECORDS, AT PAGE 261, AMADOR COUNTY RECORDS.

FINAL SUBDIVISION MAP NO. 162 CASTLE OAKS VILLAGE 5

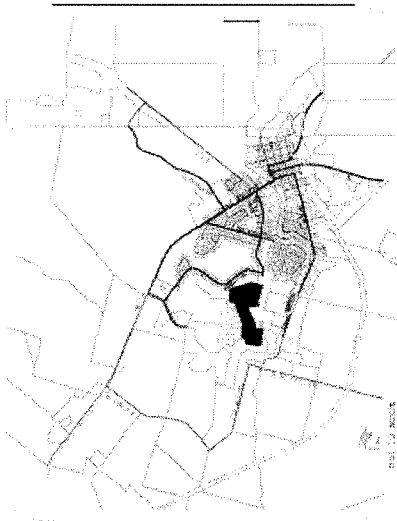
THIS MAP IS SUBMITTED TO THE AMADOR COUNTY BOARD OF SUPERVISORS FOR THEIR REVIEW AND APPROVAL. THE AMADOR COUNTY BOARD OF SUPERVISORS HAS REVIEWED THIS MAP AND HAS APPROVED IT FOR RECORD. THE AMADOR COUNTY BOARD OF SUPERVISORS HAS REVIEWED THIS MAP AND HAS APPROVED IT FOR RECORD.

CITY OF AMADOR COUNTY OF AMADOR CALIFORNIA

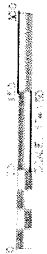
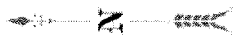
JUNE 2018

NVS

AMADOR COUNTY BOARD OF SUPERVISORS
AMADOR COUNTY, CALIFORNIA



VICINITY MAP



STATE HIGHWAY 104
LOT 10
295' 0" D. 804

LEGEND:

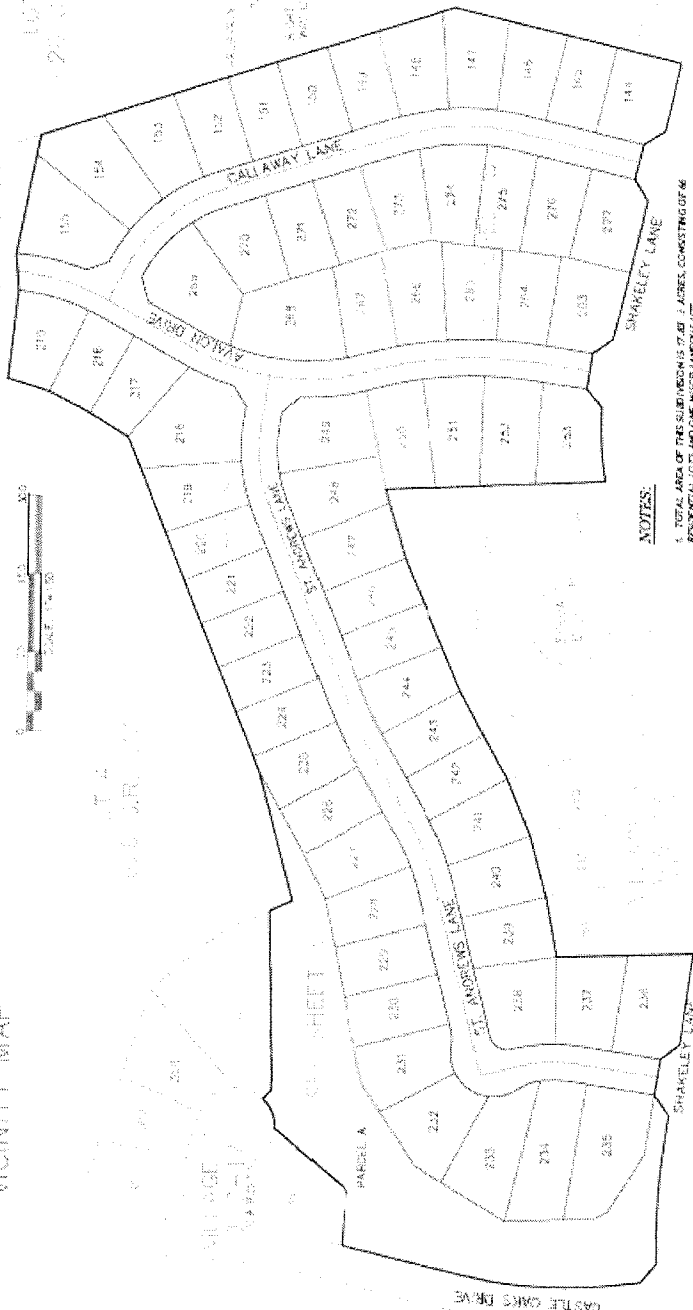
- 1. SET 1/4" INCH AND WIDER STAMPED P.L.S. 1984
- 2. SET 7" BRASS OR A CONCRETE MONUMENT WELL P.L.S. 1984
- 3. SET 1" IRON PIPE, 18" LONG, WITH REG. P.L.L. 1984
- 4. SET WITNESS CORNER, 1.5" 1/4" LONG IRON PIPE WITH REG. P.L.L. 1984 ON THE PROPERTY LINE 1.00' FROM THE INTERSECTION OF THE FRONT PROPERTY CORNER WITH THE FRONT OF WAY LINE AT ALL FRONT LOT CORNERS
- 5. FOUND CALTRANS MONUMENT AS NOTED PER 6.5.21
- 6. FOUND MONUMENT AS NOTED
- 7. FOUND ALUMINUM BURN STAMPED A.L.S. 350' PER 6.5.22
- 8. SQUARE FOOT
- 9. P.U.C. PUBLIC UTILITY EASEMENT
- 10. P.E. PUBLIC FACILITIES EASEMENT
- 11. G.P.E. GOLF COURSE FACILITY EASEMENT
- 12. RAILROAD LINE
- 13. 1/4" 1/4" RECORD AND MEASURED
- 14. 1/4" 1/4" 1/4" NOT A PART OF THIS SUBDIVISION

REFERENCES:

- 1. CASTLE OAKS UNIT NO. 1, 6.5.21
- 2. GRANT DATED 12.21.00
- 3. CASTLE OAKS VILLAGE 3, 9.5.17
- 4. CONDITIONAL CERTIFICATE OF COMPLIANCE, 10.10.17, 10.10.17

NOTES:

- 1. TOTAL AREA OF THIS SUBDIVISION IS 7.417 ACRES, COMPOSING OF 46 RESIDENTIAL LOTS AND ONE INDUSTRIAL LOT.
- 2. ALL CURVES ARE DIMENSIONED WITH RADII, DEGREE, AND ARC LENGTH. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.
- 3. LOT 10 SHOWN HEREIN SHALL BE GRANTED IN FEE TO THE CITY OF AMADOR FOR OPEN SPACE PURPOSES.



Agenda Item

4

DATE: March 17, 2020

TO: Honorable City Council

FROM: John Wanger, City Engineer

SUBJECT: Adoption of Selective Revised Improvement Standards and Adopting a new Standard Detail for Sidewalk Drains

RECOMMENDED ACTION:

Adopt the attached resolution approving the revisions to City of Lone Improvement Standards.

FISCAL IMPACT:

None in the short term, but it will cut down on costs for maintaining some infrastructure in the long run.

BACKGROUND:

The City of Lone Improvement Standard (herein referred to as "Standards") encompass design and construction standards for streets, sanitary sewers, storm drains and other miscellaneous items. They were last revised in March 2007. Included in the standards are such items as sidewalks, curbs and gutters, driveway cuts, traffic and street name signage, sanitary sewer and storm drain manholes, sewer laterals and cleanouts, drainage inlets, through-curb drains, and pipe trenching and backfill. These standards are to be followed for all City projects and for private/developer work within the City right-of-way or connections to the public sewer or storm drainage system.

Over the last several years there have been several instances where staff has noted that updates to the Standards is needed. Three particular items noted were:

1. The pipe bedding material shown in the Trench Details (Standard SS-7 and SS-9) currently calls for Class 1 backfill material for pipes installed within the street. The Public Works Superintendent has expressed a desire to use crushed rock, as it is more readily available and provides a good bedding for pipes.
2. Sidewalk and Driveway details (Standard ST-4, ST-10 and ST-11) have been used for years using Class B concrete (develops a strength of 2,500 psi after 28 days.) Although this has worked adequately for curb and gutter, in instances where rolled curb is used, the wheels of vehicles can travel up onto parts of the sidewalk. This has caused cracking in many places. Additionally, when rolled curb is used in new subdivisions, typically driveways are supposed to be installed with thickened sections of sidewalk (6-inches instead of 4-inches); however, when the roadway improvements are installed (including curb, gutter

and sidewalk), many times the developer is unsure of the model of home that will be placed on the lot or where the driveway location will be.) Accordingly, in many instances, 4-inch sidewalk was used throughout a new development and after the homes were built it was noted that cracking occurred in many of the sidewalks abutting driveways. In order to resolve this, staff is recommending that high strength concrete (6,000 psi) be required for all sidewalks (keeping a 4-inch thickness.) This provides a much stronger sidewalk and the issue of driveway locations and cracking are no longer an issue. This approach was used in some of the newer Villages in Castle Oaks and staff has seen the instances of cracking sidewalks adjacent to driveways significantly decrease. It should be noted that when the option of going to thickened sidewalk at driveways or using high strength concrete in all sidewalk was presented to developers, it was their preference to use high strength concrete, as it gives them more options.

3. During some of the more recent development it was noted that some of the developments were not installing curb drains that extended from the property line, under the sidewalk and outlet in the curb. There is currently no City Standard for construction of sidewalk drains. In the case of no sidewalk drains, many swales from side yards were constructed to drain across the sidewalk. In an effort to standardize what should be required, Standard SD-12 was developed using the details as provided from the Wildflower subdivision. Installation of sidewalk drains will allow swales or flexible drainage pipes to be connected to the sidewalk drain and have water exit through a curb opening in the curb and gutter rather than flowing across the sidewalk. This provides safer conditions for pedestrians. Additionally, sidewalk drains are used in a wide variety of developments in a number of different communities and staff felt it was prudent to include a detail in the City's Standards to provide direction to contractors.

Standards addressing these 3 items have been updated/developed and are attached for your information. Staff is recommending that the Council adopt the revisions to Standards SS-7, SS-9, ST-4, ST-10, and ST-11, as well as adopting new standard SD-12 for sidewalk drains.

Attachments:

Standards SS-7, SS-9, ST-4, ST-10, ST-11 and SD-12
Resolution

RESOLUTION No. 20-~~08~~

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE, STATE OF CALIFORNIA
ADOPTION REVISIONS TO STANDARD DRAWINGS SS-7, SS-9, ST-4, ST-10, AND ST-11 AS
SHOWN IN THE CITY'S IMPROVEMENT STANDARDS AND ADOPTION OF A NEW
STANDARD SD-12**

WHEREAS, the City of Ione Improvement Standards were last revised and updated in March 2007; and

WHEREAS, staff has determined that the certain Details needed to be revised to reflect current construction methods and practices; and

WHEREAS, staff has also determined that a new standard was needed for sidewalk drains; and

WHEREAS, Section 12.08.020 of the City's Municipal Code requires the City Council to adopt and amend, by resolution, improvement standards as deemed appropriate.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ione does hereby resolve, declare, determine and order as follows:

SECTION 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.

SECTION 2. The City of Ione's Improvement Standards dated March 2007 are hereby amended to include revised standards for Standard Drawings SS-7, SS-9, ST-4, ST-10 and ST-11 and are hereby approved and adopted for use.

SECTION 3. The new standard drawing for Sidewalk Drains (SD-12) is hereby approved and adopted for us.

SECTION 4. 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 17th day of March 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

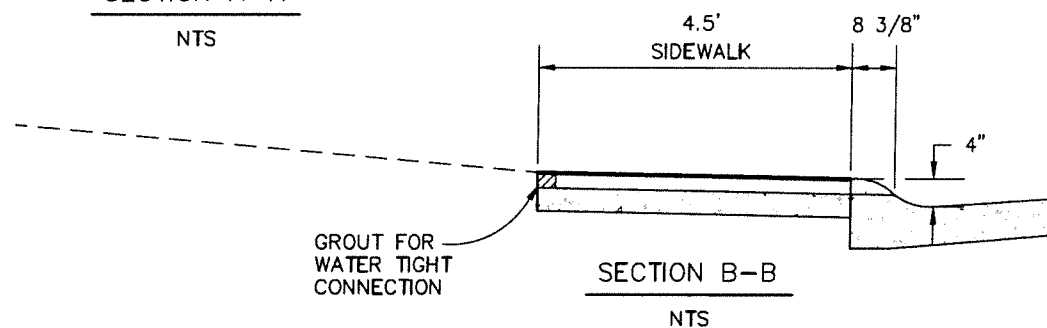
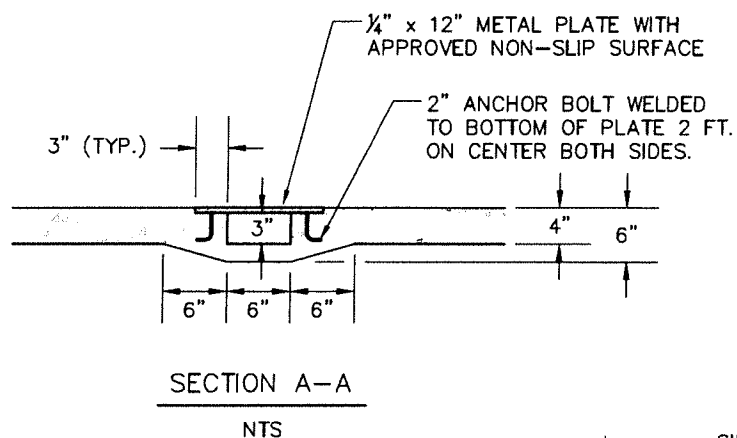
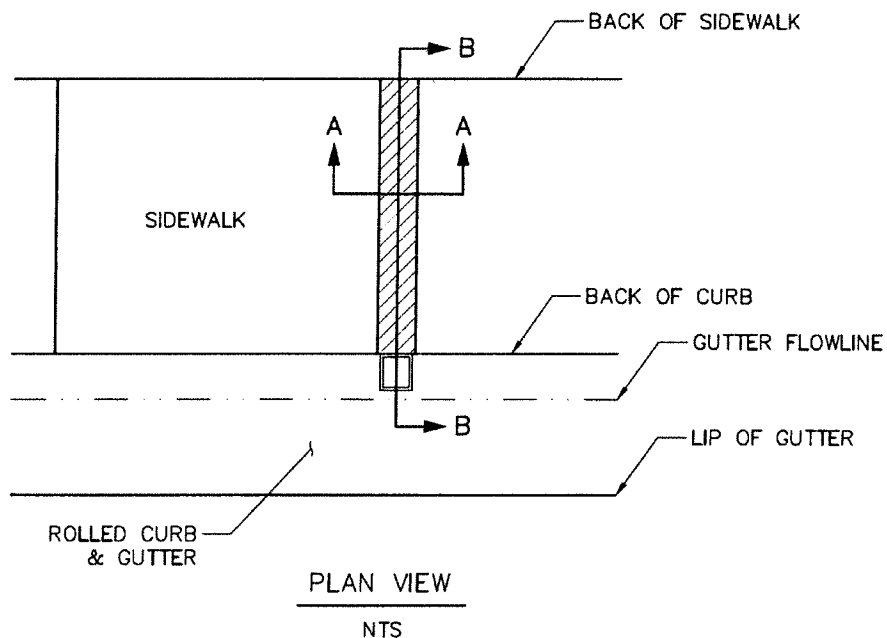
APPROVED:

ATTESTED:

Diane Wratten, Mayor

Janice Traverso, City Clerk

Xrefs: Images:



NOTES:

1. GALVANIZE AFTER FABRICATION AND ASSEMBLY.
2. ALTERNATIVES MAY BE APPROVED BY THE CITY ENGINEER.

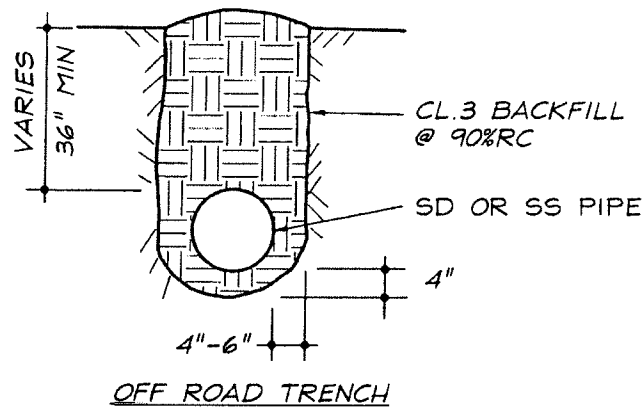
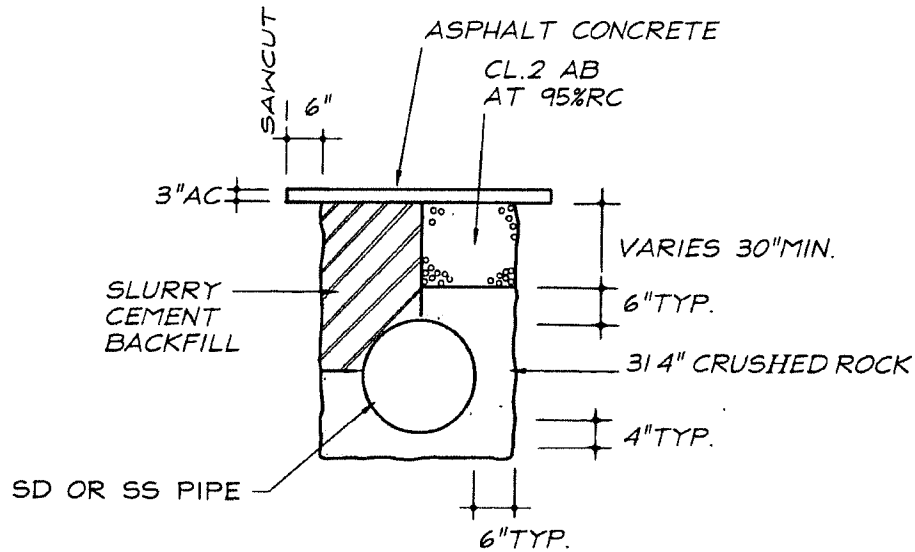
CITY OF IONE
PUBLIC WORKS DEPARTMENT

UNDER SIDEWALK DRAIN

DATE: MAR 2020
APPROVED BY: JOHN WANGER, CITY ENGINEER

SD-12

Xrefs: Images:
 Path: F:\BMAP-STD\Ione\Stds Draft Mar 2020.dwg Layout Name: SS-7 Plot Date: Feb 25, 2020 at 01:52 pm



- NOTES:
1. SANITARY SEWER TRENCH DEPTH CONTROLLED BY SS-4 & JOINT TRENCH LOCATION.
 2. STORM DRAIN DEPTH 36" MIN OR AS DIRECTED BY CITY.

CITY OF IONE
 PUBLIC WORKS DEPARTMENT

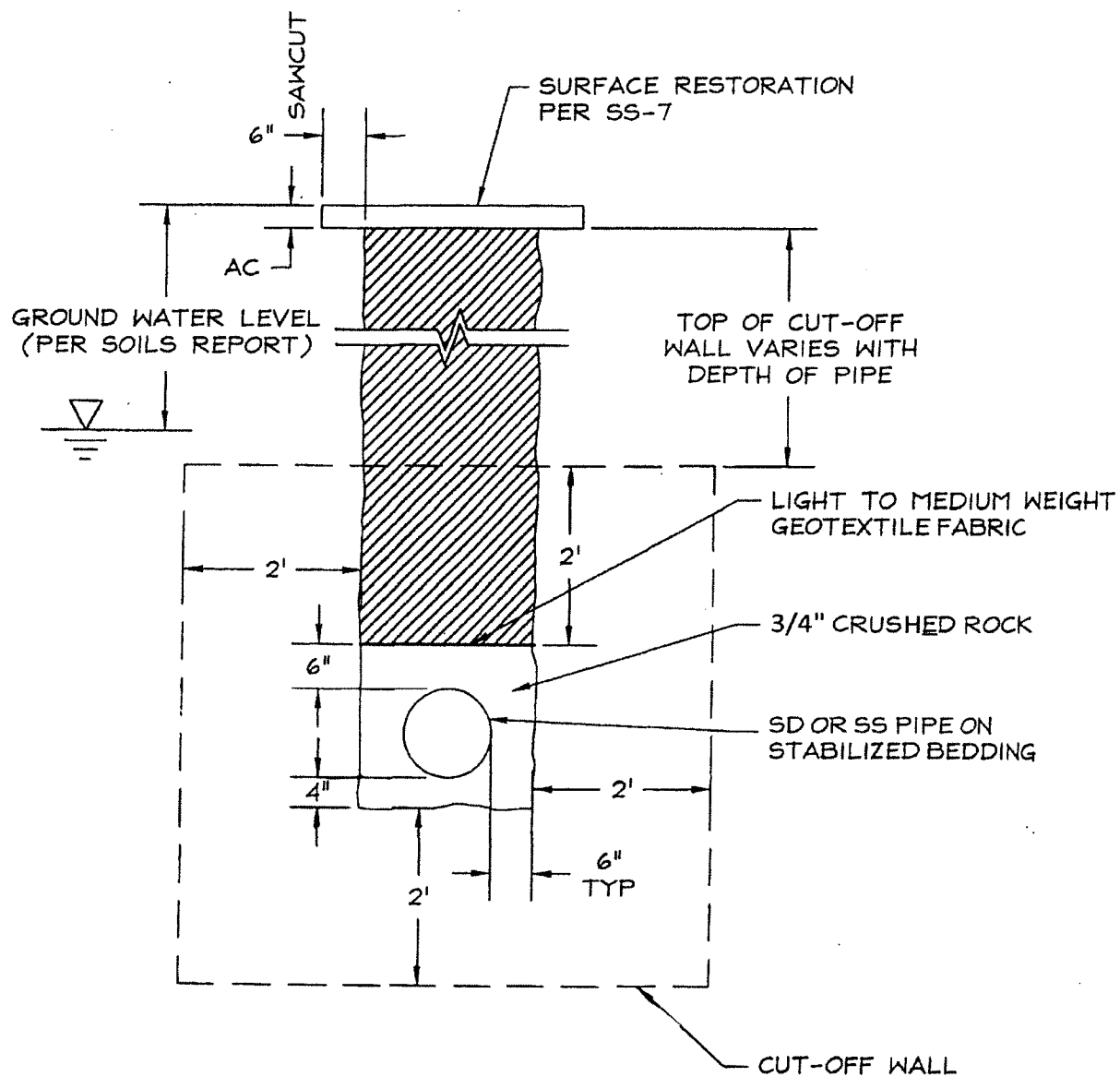
TRENCH DETAILS

DATE: MAR 2020
 APPROVED BY: JOHN WANGER, CITY ENGINEER

SS-7

Xrefs: Images:

Path: F:\BMAP-STD\Ione\Ione Stds Draft Mar 2020.dwg Layout Name: SS-9 Plot Date: Feb 25, 2020 at 02:00 pm



NOTES:

1. CUT OFF WALL SHALL BE MIN. 12" THICK
SLURRY CEMENT @ 500' MAX. SPACING.

CITY OF IONE
PUBLIC WORKS DEPARTMENT

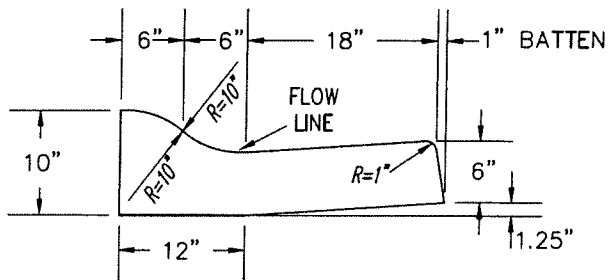
**TRENCH AT HIGH
GROUND WATER**

DATE: MAR 2020
APPROVED BY: JOHN WANGER, CITY ENGINEER

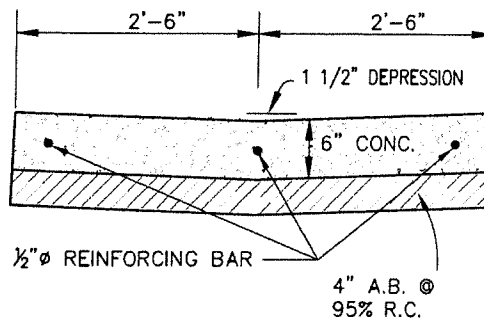
SS-9

1. CURB REQUIRED UNLESS OTHERWISE SPECIFIED.
2. LOCATE 1/2" TRANSVERSE EXPANSION JOINTS OF ASPHALT IMPREGNATED CELOTEX IN SIDEWALK, CURB AND GUTTER AT 20' INTERVALS.
3. ALL CONCRETE USED FOR CURB AND GUTTER SHALL BE CLASS "B" OR BETTER.
4. FORMS SHALL BE APPROVED BY PUBLIC WORKS DIRECTOR PRIOR TO PLACEMENT OF CURB & GUTTER.
5. ALL CONCRETE USED IN SIDEWALKS SHALL BE HIGH STRENGTH (ABOVE 6,000 PSI)

NTS



NTS



NTS

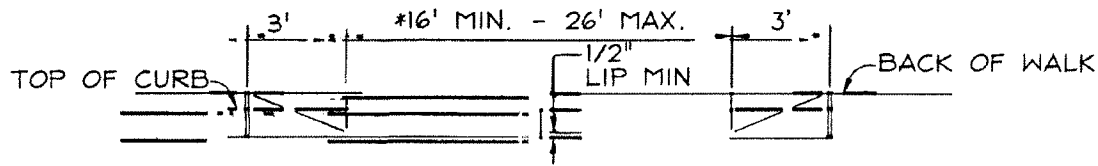
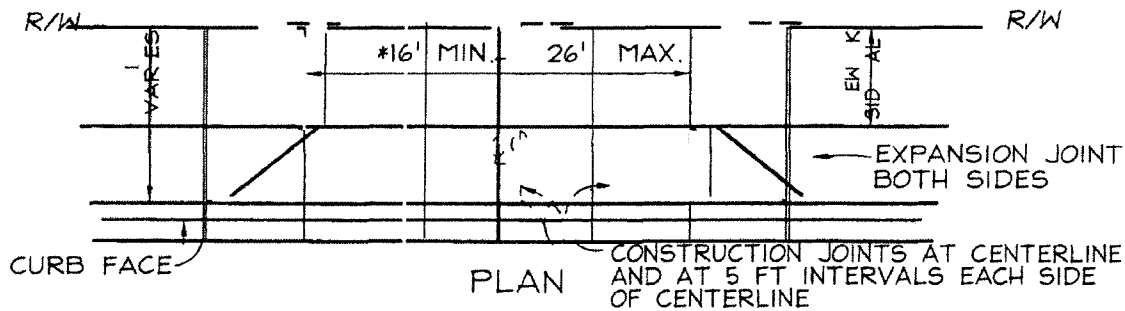
1. VERTICAL CURB & GUTTER TO BE USED AT ALL CURB RETURNS
2. PLACE $\frac{1}{4}$ " EXPANSION JOINT AT BOTH ENDS AND MIDPOINT OF CURB RETURN.
3. PLACE $\frac{1}{4}$ " WIDE EXPANSION JOINTS MAX. INTERVAL 20FT.
4. PLACE $\frac{1}{8}$ " SCORED CONTROL JOINTS MAX. INTERVAL 10FT.
5. GUTTER PAN WIDTH MAY BE REDUCED WITH APPROVAL OF CITY ENGINEER.

CURB, GUTTER AND WALKWAY

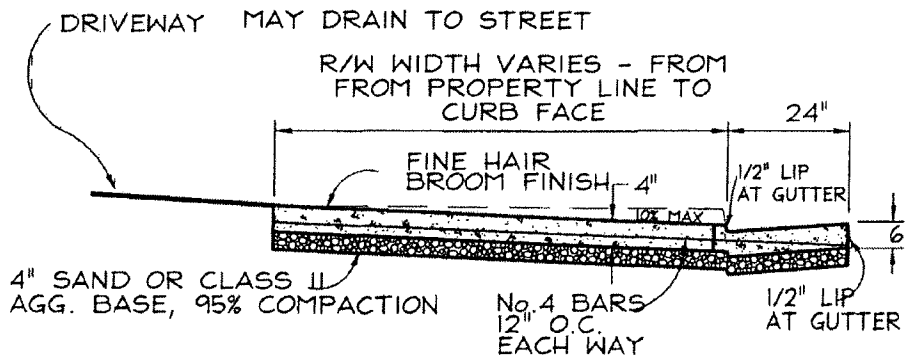
DATE: MAR 2020
APPROVED BY: JOHN WANGER, CITY ENGINEER

ST-4

Xrefs: Images:
 Path: F:\BMAP-STD\one\one\stds\Draft Mar. 2020.dwg Layout Name: ST-4 Plot Date: Feb 25, 2020 at 02:15 pm



*MIN. DRIVEWAY WIDTH OF 30' FOR TWO-WAY TRAFFIC. REDUCED DRIVEWAY WIDTHS MAY BE USED WITH APPROVAL OF THE BUILDING OFFICIAL.



NOTES:

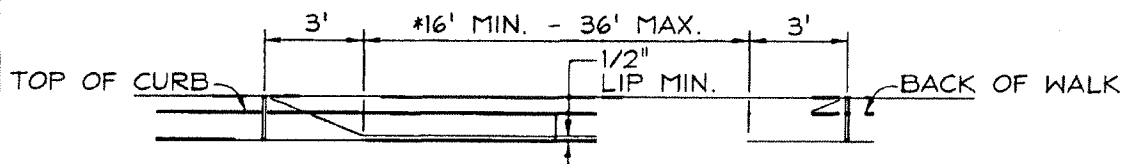
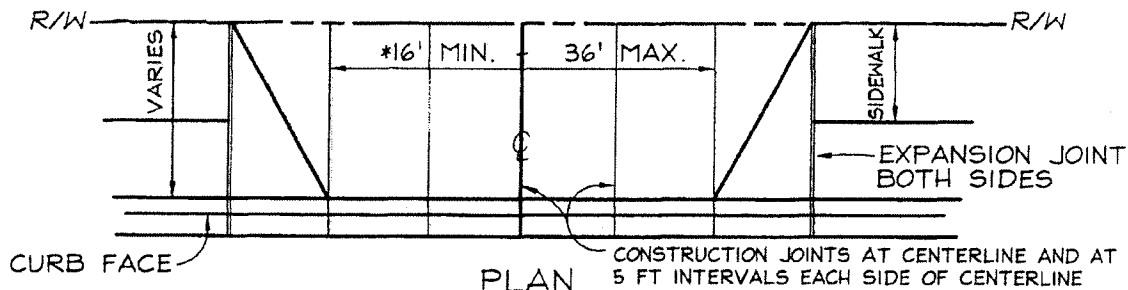
1. CONCRETE - 6" THICK IN DRIVEWAY AND SIDEWALK IN DRIVEWAY AREA. CONCRETE SHALL BE HIGH STRENGTH (ABOVE 6,000 PSI) CONCRETE IN ACCORDANCE WITH THE STATE STANDARD SPECIFICATIONS.
2. DRIVEWAY DEPRESSIONS IN NEW CURB AND GUTTER WILL NOT BE PERMITTED WITHOUT A RAMP.
3. ALLOWABLE FRONTAGE - MAX 50% OF STREET FRONTAGE, AND NOT MORE THAN TWO DRIVEWAYS. SUBJECT TO APPROVAL OF BUILDING OFFICIAL.
4. MULTI-UNIT DEVELOPMENTS - SHALL USE #4 REBAR AND CLASS A CONCRETE THROUGHOUT THE DRIVEWAY SECTION.
5. 12' MIN. DRIVEWAY ONLY WITH PRIOR APPROVAL OF BUILDING OFFICIAL.
6. DRIVEWAY TO CONFORM W/ EXIST SIDEWALK.
7. WHERE HIGH STREET CROWN EXIST, DRIVEWAY RAMP MAY BE EXTENDED TO BACK OF SIDEWALK.

CITY OF IONE
PUBLIC WORKS DEPARTMENT

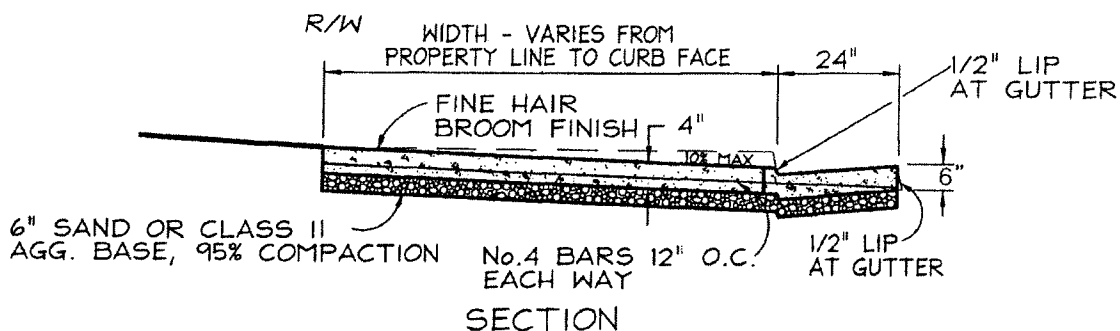
RESIDENTIAL DRIVEWAY

DATE: MAR 2020
APPROVED BY: JOHN WANGER, CITY ENGINEER

ST-10



*MIN. DRIVEWAY WIDTH OF 30' FOR TWO-WAY TRAFFIC. REDUCED DRIVEWAY WIDTHS MAY BE USED WITH APPROVAL BY THE CITY ENGINEER.



NOTES:

1. CONCRETE - 6" THICK IN DRIVEWAY AND SIDEWALK IN DRIVEWAY AREA. CONCRETE SHALL BE HIGH STRENGTH (ABOVE 6,000 PSI) CONCRETE IN ACCORDANCE WITH THE STATE STANDARD SPECIFICATIONS.
2. DRIVEWAY DEPRESSIONS - IN NEW CURB AND GUTTER WILL NOT BE PERMITTED WITHOUT A RAMP.
3. CONSTRUCTION JOINTS - SHALL BE 1/2" MIN. DEEP AND CORRESPOND WITH LINES IN ADJACENT WALK.
4. INDUSTRIAL DRIVEWAYS - SHALL BE COMMERCIAL D/W STANDARD OR AS DIRECTED BY BUILDING OFFICIAL.

CITY OF IONE
PUBLIC WORKS DEPARTMENT

COMMERCIAL DRIVEWAY

DATE: MAR 2020
APPROVED BY: JOHN WANGER, CITY ENGINEER

ST-11

Agenda Item

5

DATE: March 17, 2020
TO: Honorable City Council
FROM: John Wanger, City Engineer
SUBJECT: Wildflower Development – Confirmation of Allowable Number of Units
Allowed Prior to Connection of Foothill Drive and SR104

RECOMMENDED ACTION:

Provide direction to staff on the number of allowable units within the Wildflower development prior to the extension of Foothill Blvd and its connection with State Route 104 (SR104.)

FISCAL IMPACT:

None to the City of Lone.

BACKGROUND:

The Wildflower and Gold Village developments were originally part of the Regan/GRE Subdivision. In processing the development, an environmental document was prepared. As part of the environmental document, a Traffic Study for the Regan/GRE Subdivision was prepared by Kd Anderson in August 2004. The traffic impact analysis (TIS) proposed access onto SR 104 at Foothill Boulevard and access onto SR 124 at Brickyard Road.

Findings of the August 2004 TIS were included in the October 2004 Initial Study and Mitigated Negative Declaration (IS/MND) prepared for the Regan/GRE Subdivision Project. The "Regan/GRE Subdivision" included in this IS / MND encompassed only what is now the Wildflower Subdivision (276 single family lots, 14 estate lots and 20 duplex lots together with park area and open space.)

In January 2005, the City adopted the Regan/ GRE property IS/ MND and approved the Wildflower Tentative Subdivision Map. With respect to traffic and circulation, the Regan/GRE Tentative Map Conditions of Approval included two conditions (conditions 28 and 36) associated with the improvement of Foothill Blvd. and Brickyard Road (the two access roads into/out of the development.) These conditions stated:

28. The proposed project shall construct the access road to SR 104 to City and Caltrans standards. The intersection at SR 104 shall be controlled by a stop sign, and a single-lane approach shall adequately accommodate project traffic and maintain an acceptable level of service. A separate northbound left-turn lane on SR 104 shall also be constructed (MM XV-2).

36. Prior to the construction of any residential structures, or the recording of a Final Map in areas identified as Units 3, 4 & 5, access shall be obtained to Brickyard Road, including a railroad crossing at the southwest corner of the project site. Brickyard Road shall be improved to City structural section standards for the project from the project boundary to State Route 124, for a traffic index of not less than 5 and road surface width of not less than 24 feet subject to the review and approval of Public Works

In November 2006, Improvement Plans were completed for "Wildflower Major Roads". The Wildflower Major Roads Improvement Plans included extension of Foothill Boulevard to State Route 104 and improvement to Brickyard Road from the Wildflower Project to State Route 124. The Brickyard Road improvements were located within Amador County and were reviewed and approved by the County. Brickyard improvements were constructed in 2007.

Improvement Plans at the intersection of SR 104 and Foothill Boulevard were submitted to Caltrans District 10 in 2007 and in 2008 but were not approved at that time.

With the Wildflower Subdivision Improvement Plans and the construction of improvements moving ahead, but with the Gold Village Subdivision on hold, the Wildflower developer at that time (Ryland Homes) requested that Kd Anderson conduct a subsequent traffic analysis of Brickyard Road to serve as an interim access for Wildflower Units 3, 4 and 5 until such time as the Gold Village Subdivision was ready to submit a Tentative Map and share in the cost of the Foothill Boulevard / SR 104 intersection. That study was completed in June 2006 and a copy is attached.

In the 2006 TIS, Kd Anderson conducted a "worst case" evaluation of the intersection of SR 124 / Brickyard Road to determine the adequacy of the intersection to serve Wildflower as the sole access under interim conditions. In this analysis, Kd Anderson assigned 100% of the traffic associated with the Wildflower Subdivision to the SR 124/Brickyard Road intersection. Besides the projected Wildflower traffic, the analysis included existing (2006) peak hour conditions and peak traffic from the future Buena Vista Casino. Evaluation of existing plus Wildflower plus Buena Vista Casino traffic volumes resulted in a level of service (LOS) "A" for the southbound left turn and a LOS "B" for the WB left and right turn movements. To evaluate the need for a southbound left turn lane, Kd Anderson identified the number of Wildflower units that could use the interim access before a left turn access met federal (AASHTO) thresholds. The conclusion reached in the report states:

Based on the relative need for a left turn lane, we conclude that between 75 and 100 dwelling units could be occupied before improvement to the SR 124/Brickyard

Road intersection would be required and the planned access to SR 104 would have to be available.

Construction of the Wildflower Subdivision was suspended in mid-2008 due to the housing recession. The Buena Vista Casino has been on hold since the June 2006 Kd Anderson SR 124/Brickyard Road intersection analysis. When construction of the Wildflower improvements was suspended in 2008, the improvements to the Foothill Boulevard extension to SR 104 were partially complete (graded and some utilities installed.) The improvements to Brickyard Road to SR124 were complete.

Between 2008 and 2015, Ryland Homes and Ken Lupton, the successor developer of Wildflower, recorded Development Agreements with the City of Lone for Wildflower Units 3, 4 and 5 assuming interim access to SR 124 via Brickyard Road. Axios Homes has since purchased the Wildflower development from Ken Lupton, has recorded the final map and completed all improvements within Unit 4, and has pulled building permits for all 87 units (many of which are already occupied.) In addition, the final map for Unit 5 was approved and improvements have been constructed; however, no homes have been built in Unit 5.

Axios Homes has recently submitted improvement plans and the final map for Unit 3 consisting of 92 single family lots. The improvement plans and the map have been plan checked and are ready for approval.

Because the improvements to the intersection of SR104/Foothill need Caltrans approval (and the process was stopped in 2008), improvement plans for the intersection have recently been modified and are in the review process by Caltrans. Per the developer's engineering, staff has been told that approval is expected in the next few months. Additionally, per conditions of approval for both the Wildflower and Gold Village developments, a cost sharing agreement between the two developments is needed. City staff initiated discussion regarding the cost sharing agreement in October 2017. It is staff's understanding that a draft agreement has been prepared and is in the process of being reviewed and approved by the developers of Wildflower and Gold Village.

Based on the 2006 Kd Anderson TIS and the threshold of 100 units using Brickyard Road as the sole access to the development, with the buildout of Unit 4, only 13 units of capacity remain prior to either (1) improvements being needed at the Brickyard/SR124 intersection, or (2) the extension of Foothill Blvd and the improvements of Foothill/SR104 are needed.

Axios Homes has recently approached the City to request that the threshold of homes allowed to be built prior to the construction of the extension of Foothill Blvd. to SR104 and the improvements at the intersection are completed and functional. Axios Homes is requesting that the City allow up to 125 lots total to be built in the development before the Foothill and SR124 improvements are constructed and the second access is operational. As an interim measure, Axios Homes has offered to partially complete Foothill Boulevard (would provide the full width of the road and install compacted base rock on the road but not pave it at this time) from its current terminus in Unit 4 up to SR104, and install an emergency access gate at SR104. These improvements would provide for access into and out of the site in case of an emergency.

As the decision to allow additional units beyond 100 units requires a Council decision (as the environmental document was approved by the Council in 2005), this matter has been brought to the Council for consideration at the developer's request.

Staff is requesting direction be provided by the Council whether or not to allow any units beyond the 100 unit threshold as mentioned in the TIS. The decision rendered by the Council will impact whether the subdivision improvement agreement and the final map for Unit 3 moves forward or not.

Attachments:

Kd Anderson Traffic Impact Analysis from 2006
Copy of the Wildflower Tentative Map



Transportation Engineers

June 5, 2006

Mr. Larry Peterson, Director
COUNTY OF AMADOR DEPARTMENT OF PUBLIC WORKS
500 Argonaut Lane
Jackson, CA 95645

**RE: RYLAND HOMES WILDFLOWER SUBDIVISION IN IONE:
REVISED ASSESSMENT OF INTERIM ACCESS TO SR 124 / BRICKYARD ROAD
INTERSECTION**

Dear Mr. Peterson:

As we have discussed, the Ryland Homes' 274 unit Wildflower Subdivision is being developed in the City of Ione in the area south of the downtown area between SR 124 and SR 104. Ultimately, the primary access to the site will be via a new connection to SR 104 near Foothills Avenue, while the SR 124 / Brickyard Road intersection will provide secondary access. However, development of improvements at the SR 104 access require Caltrans approval and the schedule for completion of this access may therefore lag behind the schedule for on-site subdivision construction and potentially, occupancy of homes. Under this "interim" condition, the site may be access only via the SR 124 / Brickyard Road intersection. This letter addresses traffic demands on the SR 124 / Brickyard Road intersection with the intent of determining the adequacy of the intersection to serve as the sole access under "interim" conditions.

Two other issues have been addressed as requested by the County. First, the **Traffic Index for Brickyard Road** has been estimated assuming that construction trucks use this road. Second, the **cumulative analysis conducted for the Gold Village project** has been modified to include Buena Vista Casino traffic and this information is included in this report.

INTERIM USE OF BRICKYARD ROAD

Evaluation Criteria. We considered three issues in evaluating the suitability of the existing SR 124 / Brickyard Road intersection under these circumstances;

1. Minimum Peak Hour Levels of Service
2. Need for a southbound left turn lane
3. Peak hour traffic signal warrants

Traffic Volume Forecasts. To provide as basis for this evaluation 100% of the traffic associated with the Wildflower Subdivision was assigned to the local street system via the SR 124 / Brickyard Road intersection using the regional distribution assumptions contained in the original traffic study completed for the Regan property (now Wildflower). Project traffic was then superimposed onto the background "Existing" traffic volume presented in that study.

Mr. Larry Peterson, Director

COUNTY OF AMADOR DEPARTMENT OF PUBLIC WORKS

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Page 2

To complete a "worst case" evaluation you asked that the traffic associated with the proposed Buena Vista Casino also be included. To meet this objective the p.m. peak hour SR 124 traffic associated with the casino was identified from the Casino's September 12, 2005 traffic study. That report suggested that the Casino would add 122 p.m. peak hour vehicles to SR 124 in the area north of the Buena Vista Road intersection. Because the Casino traffic study did not identify a.m. peak hour traffic, it was assumed for the purpose of this analysis that the a.m. volume would be 50% of the identified p.m. peak hour traffic.

Resulting "Existing Plus Wildflower Subdivision Plus Buena Vista Casino" traffic volumes are summarized in the appendix to this report.

Level of Service Evaluation. Peak hour Level of Service was calculated for the SR 124 / Brickyard Road intersection to determine whether the City's LOS C minimum can be maintained under these conditions.

As shown in Table 1, the delays forecast for motorists who must yield the right of way will not exceed the LOS C threshold employed by the City of Ione. Thus, the intersection would be adequate from the standpoint of minimum Level of Service.

TABLE 1					
PEAK HOUR INTERSECTION LEVEL OF SERVICE					
EXISTING PLUS WILDFLOWER SUBDIVISION PLUS BUENA VISTA CASINO					
Location	Control	A.M. Peak Hour		P.M. Peak Hour	
		Average Delay	LOS	Average Delay	LOS
SR 124 / Brickyard Road					
SB left turn	WB Stop	7.5 sec	A	8.0 sec	A
WB left+right turn		10.2 sec	B	12.7 sec	B

Left Turn Lane Channelization. Because the volume of traffic turning left into the site will be appreciable if access is limited to the SR 124 / Brickyard Road intersection, the extent to which projected traffic volumes require a left turn lane has been considered.

The need for left turn lane channelization is typically determined based on the magnitude of potential conflicts between left turning traffic and opposing through traffic. Where the volumes involved are high, following traffic can be delayed and the potential for rear end accidents is a consideration.

AASHTO Guidelines. To determine the need for left turn lanes we reviewed guidelines for left turn channelization that have been published by the American Association of State Highway and Transportation Officials (AASHTO) in their publication *A Policy on the Geometric Design of Highways Streets*. Table 2 below presents Exhibit 9-75 from the AASHTO publication. As shown, these guidelines are oriented to higher speed rural roads (i.e., 40 to 60 mph) and would be a rough indication of the need for channelization on lower speed streets.

KDA

TABLE 2
ASSHTO GUIDELINES FOR LEFT TURN LANE CHANNELIZATION

Opposing Volume (veh/h)	Advancing Volume4 (veh/h)			
	5% Left Turns	10% Left Turns	20% Left Turns	30% Left Turns
40-mph operating speed				
800	330	240	180	160
600	410	305	225	200
400	510	380	275	245
200	640	470	350	305
100	720	515	390	340
50-mph operating speed				
800	280	210	165	135
600	350	260	195	170
400	430	320	240	210
200	550	400	300	270
100	615	445	335	295
60-mph operating speed				
800	230	170	125	115
600	290	210	160	140
400	365	270	200	175
200	450	330	250	215
100	505	370	275	240
Source: AASHTO <i>A Policy on Geometric Design of Highways and Streets, 2001</i>				

Assessment. Table 3 compares projected a.m. and p.m. peak hour traffic volumes at the SR 124 / Brickyard intersection with AASHTO guidelines at 50 mph. As shown, highest intersection volumes will occur during the p.m. peak hour. During that period the combination of “advancing” and “opposing” traffic volumes exceeds the AASHTO threshold. Thus, we would conclude that a left turn lane would be needed for p.m. peak hour conditions if the Wildflower Subdivision was built out with access only via Brickyard.

Because a left turn lane is not required to handle the lesser volumes occurring at SR 124 / Brickyard Road once regular site access is available via SR 104, it was necessary to identify the number of units that could use the interim access before a left turn lane would theoretically be required based on AASHTO thresholds. As noted in the table, the combination of advancing and opposing volumes would be near the AASHTO threshold when between 75 and 100 dwelling unit's are occupied. Thus, only that number of residences should be occupied if the left turn lane is not constructed.

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**TABLE 3
 COMPARISON OF AASHTO GUIDELINES AND
 PROJECTED VOLUMES AT SR 124 / BRICKYARD ROAD**

Opposing Volume (vehicles /hour)	Advancing Volume (vehicles /hour)			
	5% Left Turns	10% Left Turns	20% Left Turns	30% Left Turns
50-mph operating speed				
800	280	210	165	135
600	350	260	195	170
400	430	320	240	210
200	550	400	300	270
100	615	445	335	295
Existing Plus Wildflower Subdivision (274 du's) Plus Casino P.M. Peak Hour				
242				401 (31%)
Existing Plus Wildflower Subdivision (150 du's) Plus Casino P.M. Peak Hour				
218			345 (20%)	
Existing Plus Wildflower (100 du's) Plus Casino P.m. Peak Hour				
209			322 (17%)	
Existing Plus Wildflower (75 du's) Plus Casino P.M. Peak Hour				
204		310 (11%)		
Existing Plus Wildflower Subdivision (274 du's) Plus Casino A.M. Peak Hour				
116			207(22%)	

Traffic Signal Warrants. Projected a.m. and p.m. peak hour volumes have been compared to the peak hour warrants contained in the Manual of Uniform Traffic Control Devices – California Supplement. Projected volumes do not reach the level justifying a traffic signal with full buildout of the subdivision.

Conclusions. Based on the relative need for a left turn lane, we conclude that between 75 and 100 dwelling units could be occupied before improvement to the SR 124 / Brickyard Road intersection would be required and the planned access to SR 104 would have to be available.

TRAFFIC INDEX FOR BRICKYARD ROAD

If Brickyard Road is used for truck access under the “interim” condition then it is possible to identify the loadings that would occur on the road over the duration of construction activities based on the probable schedule of truck activities.

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Assumptions. The number of trucks using Brickyard Road over the duration of construction has been estimated by the project proponents. For this analysis it has been assumed that ten full sized trucks (i.e., 5 or 6 axle) will travel into and out of the site each day. It is also assumed that this level of activity could occur over a 1½ year period.

Equivalent Axle Loads (ESAL's). The Caltrans Highway Design Manual (HDM) includes factors that equate average daily truck volumes to total ESAL's over 10 year and 20 year periods. 5 and 6 axle trucks (refer Table 603.3a). Over a 10 year period each daily truck generates 6,890 ESAL's. Thus, over a 1½ year period, each daily truck would generate 1,034 ESAL's. **Assuming** 10 truck trips in each direction per day, a total of 10,334 ESAL's would be expected in each direction.

Traffic Index (T.I.). HDM Table 603.4A indicates the range of ESAL's associated with various traffic indices. A total of 10,334 ESAL's falls within the range associated with a T.I. of 5.0 (i.e., 4,710 to 10,900) but is approaching the value separating T.I.'s of 5.0 and 5.5 (i.e., 10,900 to 23,500 ESAL's).

CUMULATIVE IMPACTS (YEAR 2025) RELATING TO GOLD VILLAGE

The Gold Village project is immediately adjacent to the Wildflower Subdivision. The analysis of cumulative impacts presented here is intended to consider the impact of Gold Village this project within the context of future conditions in the City of Ione and Amador County. The following analysis makes use of information taken from the March 2006 traffic study prepared for the Gold Village project and the September 2005 traffic study for Buena Vista Casino. The analysis makes use of year 2025 traffic conditions described in the RTP plus development of the Regan property (Wildflower) and the proposed Buena Vista Casino to create the basis against which the proposed Gold Village project could be evaluated.

Future Traffic Volume Projections

The current RTP presents year 2025 traffic volumes forecasts for most of the study area roadways. These daily traffic volume forecasts were developed by the Amador County Local Transportation Commission using a countywide travel demand model and are regularly updated. The model attempts to account for both future development and anticipated circulation system improvements. Growth rates developed for individual roadway segments from the model projections were used to estimate peak hour conditions in 2025.

Two manual adjustments were made to model forecasts. The Buena Vista Casino has been proposed on Coal Mine Road south of SR 88. This project is not included in the year 2025 traffic volume forecasts derived from the Amador County traffic model. Trips generated by Buena Vista Casino were superimposed onto the year 2025 forecasts. Trips generated by the approved Regan Property (Wildflower Subdivision) were also superimposed onto these volumes to create the "Cumulative No Project" condition. The **forecasted** a.m. and p.m. peak hour traffic volumes for year 2025 are shown in Figure 1 (attached).

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Planned Improvements. For the purposes of this supplement to the Gold Village analysis, no major circulation system improvements, including the Ione Bypass, were assumed for the 2025 horizon year. However, access improvements that were required of the Regan property (i.e., left and right turn lanes on SR 104) were assumed to be constructed.

Intersection Levels of Service. Table 4 identifies year 2025 Levels of Service without the proposed project at the key intersections in proximity to the proposed project.

As shown in Table 4, six intersections would operate unacceptably under year 2025 conditions with no improvements to the area circulation system. These intersections are:

- Preston Avenue / SR 124 / Shakeley Lane,
- Preston Avenue / Main Street,
- Church Street / Main Street
- Ione Street / Main Street
- Ione Street / SR 104 / Marlette Street
- SR 88 / SR 104.

All six of these intersections would meet MUTCD signal warrants. However, various constraints to the Downtown intersections as described under existing conditions generally preclude major intersection improvements and/or signalizations at these locations. The City of Ione *Circulation Element* has identified a number of potential long-term improvements to mitigate traffic impacts at these locations that would divert traffic to alternatives routes, and thereby reduce projected year 2025 to acceptable levels. These improvements include:

- Ultimate SR 104 Bypass
- East Bypass
- Fairway Drive Extension and Bridge Construction
- Collings Road Improvements
- Waterman Road Connector to SR 124

These improvements are described in detail in the City of Ione *Circulation Element*.

Signalization of the Ione Street / SR 104 / Marlette Street, SR 88 / SR 104 and SR 124 / SR 88 intersections would result in acceptable level of service conditions.

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TABLE 4
CUMULATIVE NO GOLD VILLAGE PROJECT
PEAK HOUR INTERSECTION LEVELS OF SERVICE

Intersection	Control	AM Peak Hour		PM Peak Hour		
		Average Delay	LOS	Average Delay	LOS	
1. Preston Ave. / SR 124	EB-WB Stop	Overall	401.5 sec	F*	521.6 sec	F*
NB left		8.4 sec	A	9.7 sec	A	
SB left		9.2 sec	A	8.8 sec	A	
EB Approach		55.5 sec	F	116.5 sec	F	
WB Approach		>999 sec	F	>999 sec	F	
Signal		33.2 sec	C	34.5 sec	C	
2. Preston Ave. / Main St.	NB-EB Stop	Overall	479.5 sec	F*	564.0 sec	F*
SB approach		995.9 sec	F	>999 sec	F	
EB left		10.5 sec	B	10.1 sec	B	
3. Church St. / Main St.	NB and SB Stop	Overall	113.7 sec	F*	153.5 sec	F*
NB approach		595.4 sec	F	787.0 sec	F	
SB approach		19.3 sec	C	25.0 sec	C	
EB left		8.4 sec	A	8.1 sec	A	
WB approach		9.5 sec	A	10.4 sec	B	
4. Ione St. / Main St.	NB, EB, and WB Stop	Overall	24.7 sec	C*	11.1 sec	B*
NB approach		54.5 sec	F	28.0 sec	D	
SB approach		11.8 sec	B	9.9 sec	A	
EB left		7.3 sec	A	7.3 sec	A	
WB left		8.5 sec	A	8.5 sec	A	
5. Ione St. / Marlette St.	EB-WB Stop	Overall	113.6 sec	F*	1.0 sec	A
NB approach		0.0 sec	A	8.6 sec	A	
SB approach		10.1 sec	A	8.4 sec	A	
EB approach		32.9 sec	C	12.0 sec	B	
WB approach		530.9 sec	F	26.6 sec	D	
Signal		22.5 sec	C	4.5 sec	A	
6. SR 104 / Foothill Blvd / Access.	EB / WB Stop	Overall	3.5 sec	A	2.4 sec	A
NB left		8.6 sec	B	8.6 sec	A	
SB left		-	-	8.4 sec	A	
EB approach		27.8 sec	D	27.8 sec	D	
WB approach		14.4 sec	B	20.3 sec	C	

- meets MUTCD warrant for signalization

KDA

TABLE 4 (Cont'd)
CUMULATIVE NO PROJECT PEAK HOUR INTERSECTION LEVELS OF SERVICE

Intersection	Control	AM Peak Hour		PM Peak Hour	
		Average Delay	LOS	Average Delay	LOS
7. SR 124 / Brickyard Rd.	WB Stop				
Overall		1.3 sec	A	0.6 sec	A
SB left		7.6 sec	A	8.0 sec	A
WB approach		10.2 sec	B	13.2 sec	B
8. SR 124 / Buena Vista Rd.	WB Stop				
Overall		4.1 sec	A	4.5 sec	A
SB left		8.0 sec	A	8.3 sec	A
WB approach		11. sec	B	10.1 sec	B
9. SR 104 / SR 88	SB Stop				
Overall		80.4 sec	F*	111.4 sec	F*
EB left turn		9.1 sec	A	10.4 sec	B
SB approach		302.4 sec	F	538.7 sec	F
	Signal	20.3 sec	C	19.7 sec	B
10. SR 124 / SR 88	SB Stop				
Overall		4.8 sec	A	3.5 sec	A
SB Approach		12.6 sec	B	15.1 sec	C
EB Left		8.8 sec	A	9.2 sec	A

- meets MUTCD warrant for signalization

Cumulative Levels of Service based on Daily Traffic Volumes. Table 5 summarizes cumulative levels of service based on the daily traffic volumes occurring in the year 2025 on study area roads. As shown, levels of service fall below acceptable levels at several locations. The improvements described to improve intersection LOS would also be applicable to the roadway segments.

TABLE 5
CUMULATIVE ROADWAY SEGMENT LEVELS OF SERVICE

Roadway	Location	Facility Classification	Standard		Cumulative Base Conditions	
			LOS	Daily Volume Threshold	Daily Volume	LOS
State Route 104	SR 124 to Main Street	Class I	C	10,300	17,550	F
	Preston Avenue to Church Street	Class II	C	9,300	17,550	F
	Main Street to SR 88	Class II	C	9,300	8,100	D
State Route 124	Church Street to Buena Vista Road	Class II	C	9,300	5,950	B
	Buena Vista Road to SR 88	Class II	C	9,300	4,400	B
Main Street	Preston Avenue to Ione Street	Class III	C	8,600	16,100	F

Source: 2004 Amador County RTP

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Year 2025 Plus Project Conditions

As this project is not already included in the ACTC traffic model, trips generated by the Gold Village project was added to the 2025 base year condition to present a "Cumulative Plus Project" condition. The year 2025 plus project peak hour traffic volumes are depicted in Figure 2. Year 2025 plus project peak hour levels of service are summarized in Table 6.

While the project will incrementally add to delay at study **intersections**, especially at several individual approaches, overall levels of service at most locations would not change from the year 2025 any project condition. However, increased traffic at the SR 104 / Foothill Blvd / Project Access intersection would result in LOS F conditions without improvements beyond those already identified for the Regan Property project. Traffic signal warrants are projected to be met. Additional improvements would be required in addition to the left turn and right turn lanes on SR 104 that are being installed by the Regan Property developer. These include a separate left turn lane on the project access approach to SR 104.

Regionally, the long-term recommendations contained in the *Circulation Element* would be required to serve year 2025 plus project conditions. At the SR 104 / SR 124 intersection (Preston Ave/SR 124), it would be necessary to add an eastbound right turn lane to achieve LOS C during the p.m. peak hour.

**TABLE 6
 CUMULATIVE PLUS GOLD VILLAGE
 PEAK HOUR INTERSECTION LEVELS OF SERVICE**

Intersection	Control	AM Peak Hour		PM Peak Hour		
		Average Delay	LOS	Average Delay	LOS	
1. Preston Ave. / SR 124	EB-WB Stop	Overall	493.5 sec	F*	679.3 sec	F*
Overall		493.5 sec	F*	679.3 sec	F*	
NB left		8.5 sec	A	9.9 sec	A	
SB left		9.4 sec	A	8.9 sec	A	
EB Approach		72.9 sec	F	164.9 sec	F	
WB Approach		>999 sec	F	>999 sec	F	
	Signal	33.9 sec	C	32.7 sec	C	
2. Preston Ave. / Main St.	NB-EB Stop	Overall	621.0 sec	F*	703.3 sec	F*
Overall		621.0 sec	F*	703.3 sec	F*	
SB approach		>999 sec	F	>999 sec	F	
EB left		11.3 sec	B	10.6 sec	B	
3. Church St. / Main St.	NB and SB Stop	Overall	165.8 sec	F*	221.2 sec	F*
Overall		165.8 sec	F*	221.2 sec	F*	
NB approach		968.2 sec	F	>999 sec	F	
SB approach		24.4 sec	C	32.2 sec	D	
EB left		8.8 sec	A	8.4 sec	A	
WB approach		9.9 sec	A	10.9 sec	B	

* meets MUTCD warrant for signalization

KDA

TABLE 6 (Cont'd)
CUMULATIVE PLUS GOLD VILLAGE PEAK HOUR INTERSECTION LEVELS OF SERVICE

Intersection	Control	AM Peak Hour		PM Peak Hour	
		Average Delay	LOS	Average Delay	LOS
4. Ione St. / Main St. Overall NB approach SB approach EB left WB left	NB, EB, and WB Stop	98.2 sec 210.0 sec 12.8 sec 7.3 sec 8.9 sec	F* F B A A	36.0 sec 90.3 sec 10.3 sec 7.3 sec 8.9 sec	E* F B A A
5. Ione St. / Marlette St. Overall NB approach SB approach EB approach WB approach	EB-WB Stop	192.5 sec 0.0 sec 10.9 sec 47.0 sec >999 sec	F* A B E F	1.2 sec 9.0 sec 8.7 sec 13.4 sec 40.2 sec	A A A B E
	Signal	30.2 sec	C	4.3 sec	A
6. SR 104 / Foothill Blvd./Project Overall NB left SB left EB approach WB approach	EB / WB Stop	89.1 sec 9.2sec - 343.2 sec 18.1 sec	F* A - F C	49.8 sec 9.3 sec 8.3 sec 279.0 sec 28.3 sec	E A A F D
	Signal	17.1 sec	B	16.6 sec	B
7. SR 124 / Brickyard Rd. Overall SB left WB approach	WB Stop	1.3 sec 7.6 sec 10.2 sec	A A B	0.6 sec 8.0 sec 13.2 sec	A A B
8. SR 124 / Buena Vista Rd. Overall SB left WB approach	WB Stop	4.1 sec 8.0 sec 11.0 sec	A A B	4.5 sec 8.3 sec 10.1 sec	A A B
SR 104 / SR 88 Overall EB left turn SB approach	SB Stop	99.6 sec 9.3 sec 357.1 sec	F* A F	139.3 sec 10.8 sec 644.6 sec	F* B F
	Signal	21.5 sec	C	21.2 sec	C
10. SR 124 / SR 88 Overall SB Approach EB Left	SB Stop	4.4 sec 13.0 sec 8.9 sec	A B A	3.5 sec 15.5 sec 9.3 sec	A C A

* meets MUTCD warrant for signalization

KDA

Mr. Larry Peterson, Director

COUNTY OF AMADOR DEPARTMENT OF PUBLIC WORKS

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Cumulative Plus Project Daily Traffic Volumes. Table 7 summarizes current levels of service based on the daily traffic volumes occurring on study area roads. As shown, existing levels of service drop below acceptable LOS on several roadway segments, as suggested under the cumulative base condition. However, the volume on SR 104 north of the project to Main Street would be indicative of LOS D conditions on this Class II roadway.

For the most part the same improvements described for the cumulative base condition are required under "plus project" conditions.

Please feel free to contact me if you should have any questions or need additional information.

Sincerely,

kdANDERSON Transportation Engineers

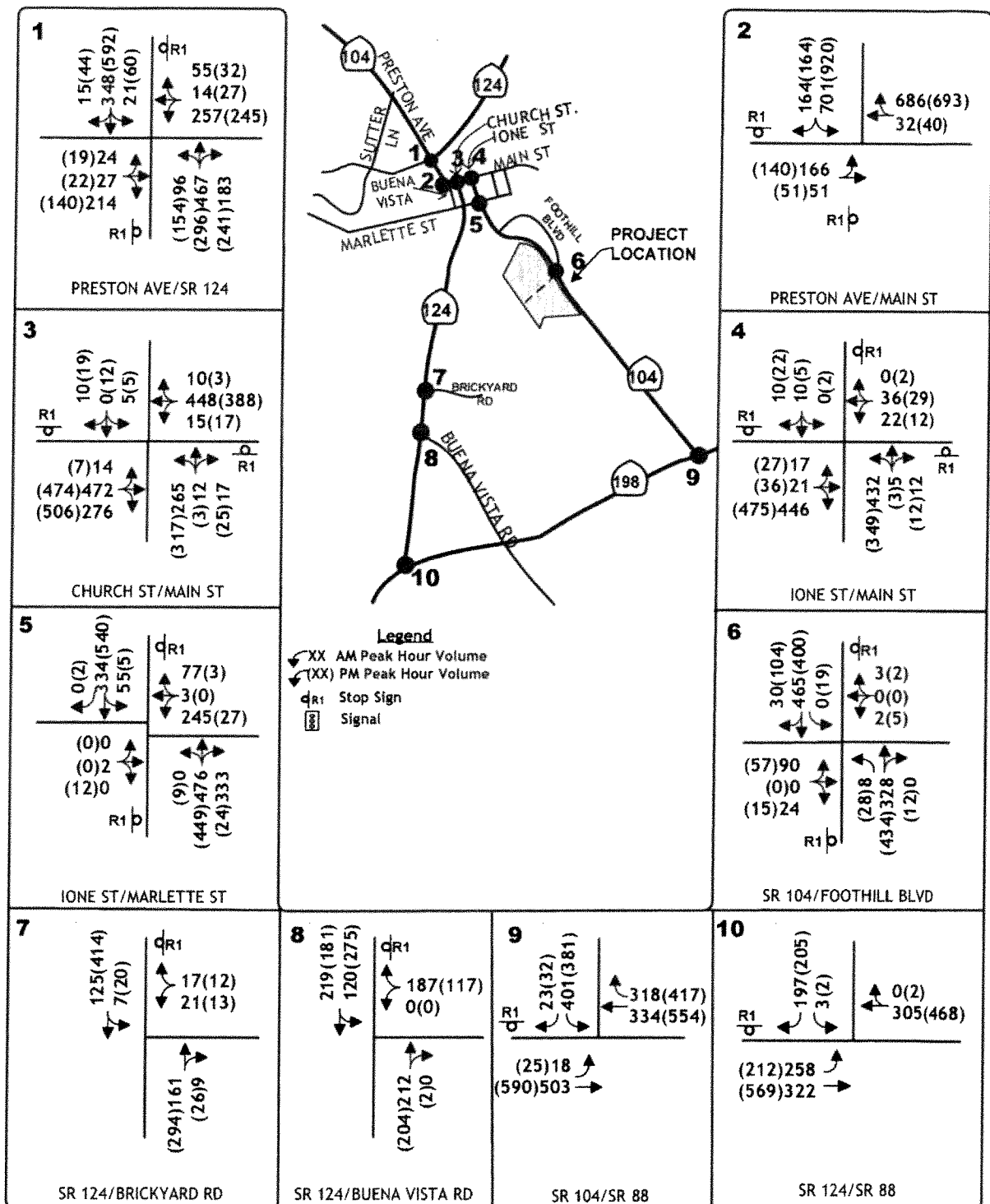


Kenneth D. Anderson, P.E.
Principal

Attachments

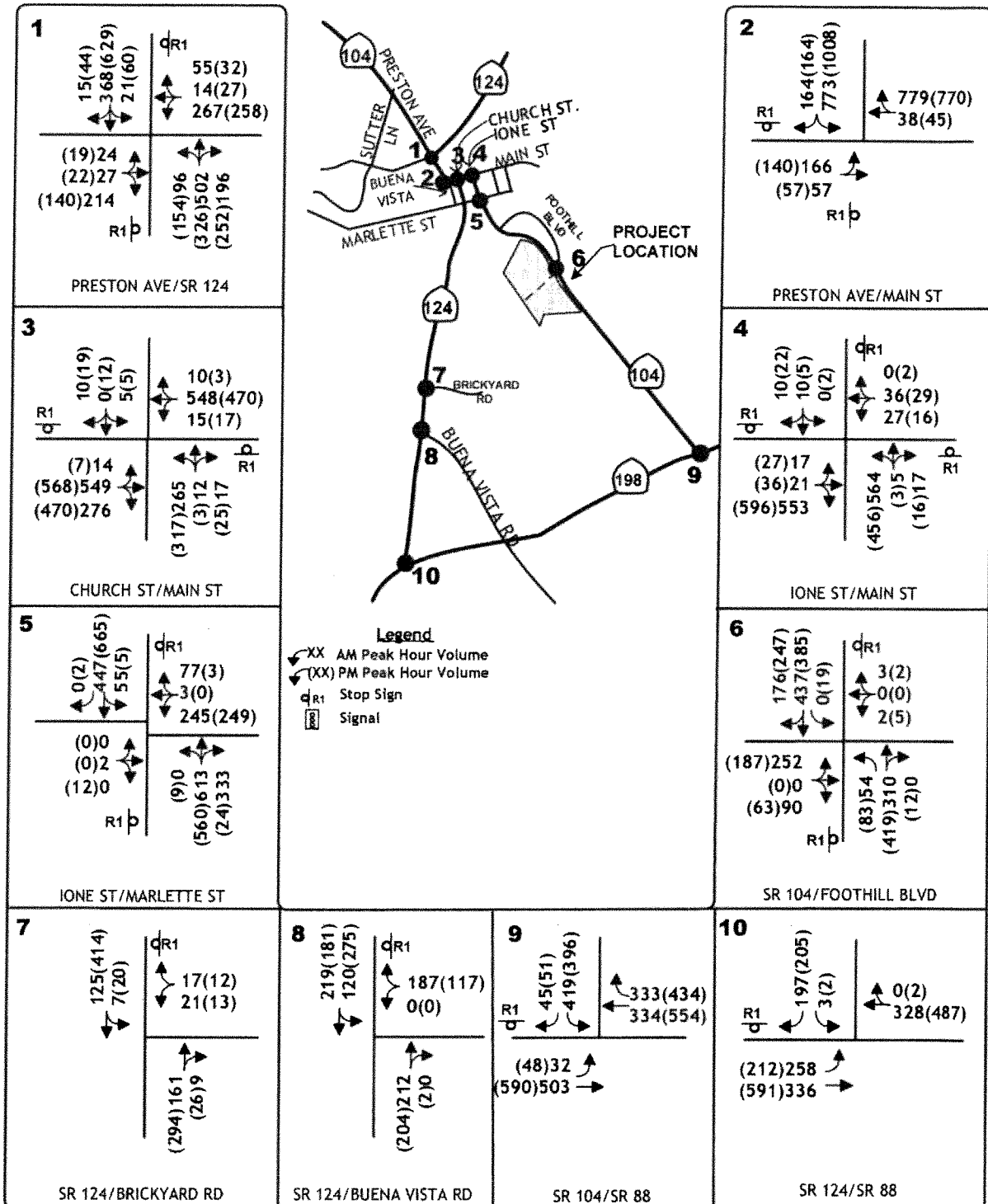
Ryland Homes Issue 3.ltr

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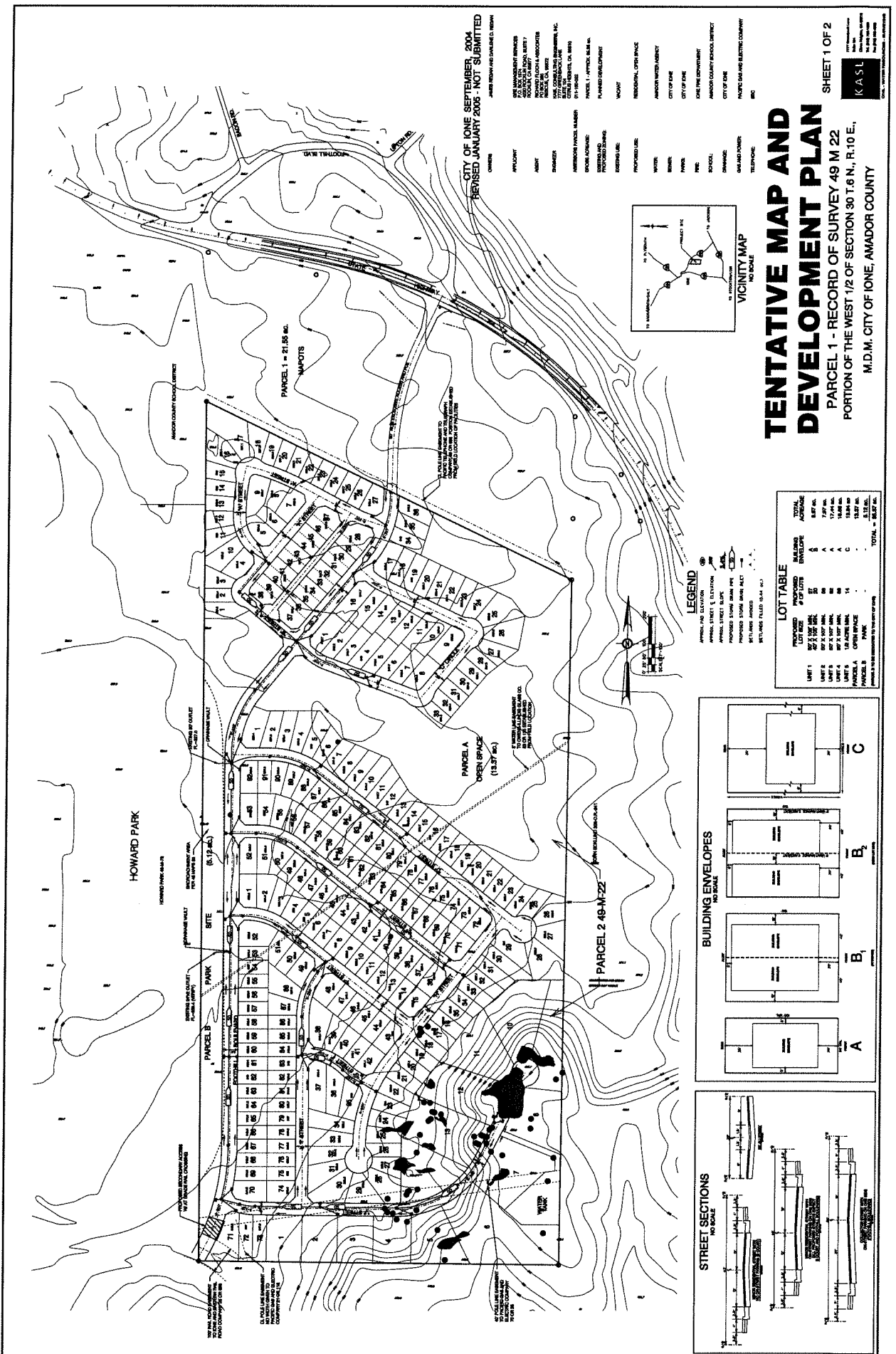
KD Anderson
Transportation Engineers

CUMULATIVE BASE (WITH REGAN AND CASINO)
TRAFFIC VOLUMES
AND LANE CONFIGURATIONS



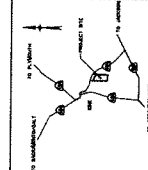
KD Anderson
Transportation Engineers

**CUMULATIVE PLUS GOLD VILLAGE
TRAFFIC VOLUMES
AND LANE CONFIGURATIONS**



CITY OF IONE SEPTEMBER, 2004
REVISED JANUARY 2005 - NOT SUBMITTED

- OWNERS: JAMES IRWIN AND LARLENE D. IRWIN
- APPLICANT: IONE MANAGEMENT SERVICES, INC. 1000 WEST 10TH AVENUE, SUITE 7, IONE, CA 95623
- AGENT: ROBERT L. CLARK & ASSOCIATES, INC. 1000 WEST 10TH AVENUE, SUITE 7, IONE, CA 95623
- DESIGNER: IONE CONSULTING ENGINEERS, INC. 1000 WEST 10TH AVENUE, SUITE 7, IONE, CA 95623
- GRAND JURORS: JAMES IRWIN, LARLENE D. IRWIN, JAMES IRWIN, LARLENE D. IRWIN, JAMES IRWIN, LARLENE D. IRWIN
- PLANNED DEVELOPMENT: IONE MANAGEMENT SERVICES, INC.
- EXISTING USE: RESIDENTIAL
- PROPOSED USE: RESIDENTIAL, OPEN SPACE
- WATER: AMADOR WATER AGENCY
- SEWER: CITY OF IONE
- POWER: CITY OF IONE
- PAVING: CITY OF IONE
- LANDSCAPE: CITY OF IONE
- LANDSCAPE: AMADOR COUNTY RECREATION DEPARTMENT
- LANDSCAPE: CITY OF IONE
- LANDSCAPE: PACIFIC GAS AND ELECTRIC COMPANY
- LANDSCAPE: IONE



VICINITY MAP
NO SCALE

TENTATIVE MAP AND DEVELOPMENT PLAN

SHEET 1 OF 2



PARCEL 1 - RECORD OF SURVEY 49 M 22
PORTION OF THE WEST 1/2 OF SECTION 30 T.6 N., R.10 E.,
M.D.M. CITY OF IONE, AMADOR COUNTY

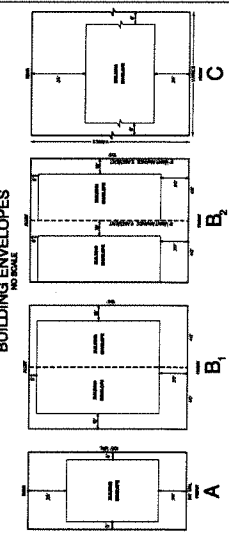
LEGEND

- APPROVED AND ELEVATION
- PROPOSED STREET ELEVATION
- PROPOSED STORM DRAIN PIPE
- PROPOSED STORM DRAIN ALLEY
- SETBACK LINES
- SETBACK LINES

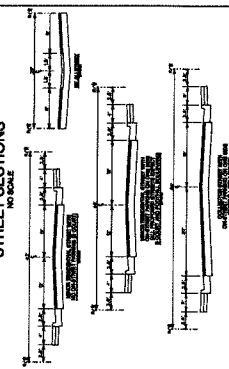
LOT TABLE

UNIT	PROPOSED LOT AREA	PROPOSED LOT AREA	TOTAL PROPOSED LOT AREA
UNIT 1	1.00 ac	1.00 ac	2.00 ac
UNIT 2	1.00 ac	1.00 ac	2.00 ac
UNIT 3	1.00 ac	1.00 ac	2.00 ac
UNIT 4	1.00 ac	1.00 ac	2.00 ac
UNIT 5	1.00 ac	1.00 ac	2.00 ac
UNIT 6	1.00 ac	1.00 ac	2.00 ac
UNIT 7	1.00 ac	1.00 ac	2.00 ac
UNIT 8	1.00 ac	1.00 ac	2.00 ac
UNIT 9	1.00 ac	1.00 ac	2.00 ac
UNIT 10	1.00 ac	1.00 ac	2.00 ac
UNIT 11	1.00 ac	1.00 ac	2.00 ac
UNIT 12	1.00 ac	1.00 ac	2.00 ac
UNIT 13	1.00 ac	1.00 ac	2.00 ac
UNIT 14	1.00 ac	1.00 ac	2.00 ac
UNIT 15	1.00 ac	1.00 ac	2.00 ac
UNIT 16	1.00 ac	1.00 ac	2.00 ac
UNIT 17	1.00 ac	1.00 ac	2.00 ac
UNIT 18	1.00 ac	1.00 ac	2.00 ac
UNIT 19	1.00 ac	1.00 ac	2.00 ac
UNIT 20	1.00 ac	1.00 ac	2.00 ac
UNIT 21	1.00 ac	1.00 ac	2.00 ac
UNIT 22	1.00 ac	1.00 ac	2.00 ac
UNIT 23	1.00 ac	1.00 ac	2.00 ac
UNIT 24	1.00 ac	1.00 ac	2.00 ac
UNIT 25	1.00 ac	1.00 ac	2.00 ac
UNIT 26	1.00 ac	1.00 ac	2.00 ac
UNIT 27	1.00 ac	1.00 ac	2.00 ac
UNIT 28	1.00 ac	1.00 ac	2.00 ac
UNIT 29	1.00 ac	1.00 ac	2.00 ac
UNIT 30	1.00 ac	1.00 ac	2.00 ac
UNIT 31	1.00 ac	1.00 ac	2.00 ac
UNIT 32	1.00 ac	1.00 ac	2.00 ac
UNIT 33	1.00 ac	1.00 ac	2.00 ac
UNIT 34	1.00 ac	1.00 ac	2.00 ac
UNIT 35	1.00 ac	1.00 ac	2.00 ac
UNIT 36	1.00 ac	1.00 ac	2.00 ac
UNIT 37	1.00 ac	1.00 ac	2.00 ac
UNIT 38	1.00 ac	1.00 ac	2.00 ac
UNIT 39	1.00 ac	1.00 ac	2.00 ac
UNIT 40	1.00 ac	1.00 ac	2.00 ac
UNIT 41	1.00 ac	1.00 ac	2.00 ac
UNIT 42	1.00 ac	1.00 ac	2.00 ac
UNIT 43	1.00 ac	1.00 ac	2.00 ac
UNIT 44	1.00 ac	1.00 ac	2.00 ac
UNIT 45	1.00 ac	1.00 ac	2.00 ac
UNIT 46	1.00 ac	1.00 ac	2.00 ac
UNIT 47	1.00 ac	1.00 ac	2.00 ac
UNIT 48	1.00 ac	1.00 ac	2.00 ac
UNIT 49	1.00 ac	1.00 ac	2.00 ac
UNIT 50	1.00 ac	1.00 ac	2.00 ac
UNIT 51	1.00 ac	1.00 ac	2.00 ac
UNIT 52	1.00 ac	1.00 ac	2.00 ac
UNIT 53	1.00 ac	1.00 ac	2.00 ac
UNIT 54	1.00 ac	1.00 ac	2.00 ac
UNIT 55	1.00 ac	1.00 ac	2.00 ac
UNIT 56	1.00 ac	1.00 ac	2.00 ac
UNIT 57	1.00 ac	1.00 ac	2.00 ac
UNIT 58	1.00 ac	1.00 ac	2.00 ac
UNIT 59	1.00 ac	1.00 ac	2.00 ac
UNIT 60	1.00 ac	1.00 ac	2.00 ac
UNIT 61	1.00 ac	1.00 ac	2.00 ac
UNIT 62	1.00 ac	1.00 ac	2.00 ac
UNIT 63	1.00 ac	1.00 ac	2.00 ac
UNIT 64	1.00 ac	1.00 ac	2.00 ac
UNIT 65	1.00 ac	1.00 ac	2.00 ac
UNIT 66	1.00 ac	1.00 ac	2.00 ac
UNIT 67	1.00 ac	1.00 ac	2.00 ac
UNIT 68	1.00 ac	1.00 ac	2.00 ac
UNIT 69	1.00 ac	1.00 ac	2.00 ac
UNIT 70	1.00 ac	1.00 ac	2.00 ac
UNIT 71	1.00 ac	1.00 ac	2.00 ac
UNIT 72	1.00 ac	1.00 ac	2.00 ac
UNIT 73	1.00 ac	1.00 ac	2.00 ac
UNIT 74	1.00 ac	1.00 ac	2.00 ac
UNIT 75	1.00 ac	1.00 ac	2.00 ac
UNIT 76	1.00 ac	1.00 ac	2.00 ac
UNIT 77	1.00 ac	1.00 ac	2.00 ac
UNIT 78	1.00 ac	1.00 ac	2.00 ac
UNIT 79	1.00 ac	1.00 ac	2.00 ac
UNIT 80	1.00 ac	1.00 ac	2.00 ac
UNIT 81	1.00 ac	1.00 ac	2.00 ac
UNIT 82	1.00 ac	1.00 ac	2.00 ac
UNIT 83	1.00 ac	1.00 ac	2.00 ac
UNIT 84	1.00 ac	1.00 ac	2.00 ac
UNIT 85	1.00 ac	1.00 ac	2.00 ac
UNIT 86	1.00 ac	1.00 ac	2.00 ac
UNIT 87	1.00 ac	1.00 ac	2.00 ac
UNIT 88	1.00 ac	1.00 ac	2.00 ac
UNIT 89	1.00 ac	1.00 ac	2.00 ac
UNIT 90	1.00 ac	1.00 ac	2.00 ac
UNIT 91	1.00 ac	1.00 ac	2.00 ac
UNIT 92	1.00 ac	1.00 ac	2.00 ac
UNIT 93	1.00 ac	1.00 ac	2.00 ac
UNIT 94	1.00 ac	1.00 ac	2.00 ac
UNIT 95	1.00 ac	1.00 ac	2.00 ac
UNIT 96	1.00 ac	1.00 ac	2.00 ac
UNIT 97	1.00 ac	1.00 ac	2.00 ac
UNIT 98	1.00 ac	1.00 ac	2.00 ac
UNIT 99	1.00 ac	1.00 ac	2.00 ac
UNIT 100	1.00 ac	1.00 ac	2.00 ac

BUILDING ENVELOPES



STREET SECTIONS



Agenda Item

6

DATE: March 17, 2020

TO: Honorable City Council

FROM: John Wanger, City Engineer

SUBJECT: Wildflower Unit 3 – Approval of the Final Map and Authorization to Sign the Subdivision Improvement Agreement Once Bonding is Provided

RECOMMENDED ACTION:

- A. Authorizes the Mayor to sign the Subdivision Improvement Agreement associated with Wildflower Unit 3 once the signed agreement and surety are delivered to the City and found to be in acceptable order.
- B. Approve the Final Map for Wildflower Unit 3 accepting, subject to improvement, the irrevocable offer of dedications for the public facility and public utility easements as shown on the final map, and rejecting the offers of dedication of roadway easements associated with Lupine Drive, Clover Drive, and Honeysuckle Drive as shown on the map until such time that the improvements have been installed to the City's satisfaction. Signature and recordation of the final map shall not occur until the Subdivision Improvement Agreement and the surety have been provided to the City in acceptable format.

FISCAL IMPACT:

All improvements are developer financed. Impact fees are due and payable in accordance with the timelines as outlined in the overall Development Agreement and adopted amendments thereto for the Wildflower development.

BACKGROUND:

The final map for Wildflower Unit 3, comprised of 92 single family residential lots, public utility easements, public facility easements and road right-of-way easements, was recently submitted to the City for review and consideration of approval and recordation. The map review process has recently been completed and the map has been found to be in conformance with the conditions of approval for the Wildflower development, City Ordinances and the Subdivision Map Act.

The final map shows road right-of-way easements, public utility easements and public facility easements. The attached resolution recommends approving the Final Map and accepting the public facility and public utility easements as shown on the map but

recommends rejection of the road right-of-way easement at this time until the public improvements have been fully installed to the City's satisfaction. At the time the City accepts the public improvements within the road right-of-way, it is anticipated that the road right-of-way easements will be accepted at that time.

The improvement plans associated with Wildflower Unit 3 are ready for approval. Construction of the improvements shown on the improvement plans is poised to begin in the next few months. Prior to the commencement of the improvements, a Subdivision Improvement Agreement is needed. Per the City's Municipal Code and portions of the Government Code known as the Subdivision Map Act, surety guaranteeing the improvement will be constructed must be included with the Subdivision Improvement Agreement. It should be noted that surety for the water system is not included in the overall bonding amounts. Amador Water Agency owns and operates the water system and bonding for the water system will be handled by them. The Subdivision Improvement Agreement has been prepared and a draft has been provided to the developer. One thing of note is that with this phase of Wildflower, the extension of Foothill Blvd. and improvement of the intersection of SR104/Foothill Blvd. is required. The plans for Foothill Blvd were approved in 2007 by the City (Wildflower Major Roads plans) and are ready for construction of the improvements up to the connection with SR104. Plans for the improvement of the intersection at SR104 are currently awaiting approval by Caltrans. Once those plans are approved, final cost estimates will be generated and bonds will be posted to cover both the internal improvements within Unit 3, as well as the offsite improvements of Foothill Blvd and SR104 intersection.

OTHER AGENCY INVOLVEMENT:

The developer has entered into agreements with Amador Water Agency (AWA) for installation of all water improvements and is obtaining encroachment permits from Caltrans.

Attachments:

Resolution
Draft Subdivision Improvement Agreement
Copy of the final map

RESOLUTION No. 2020-10

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE, STATE OF CALIFORNIA
APPROVING THE FINAL MAP FOR WILDFLOWER UNIT 3, ACCEPTING THE DEDICATION
OF THE PUBLIC UTILITY EASEMENTS AND PUBLIC FACILITY EASEMENTS, AND
REJECTING THE IRREVOCABLE OFFER OF DEDICATION FOR THE ROAD RIGHT-OF-WAY
EASEMENTS ASSOCIATED WITH LUPINE DRIVE, CLOVER DRIVE AND HONEYSUCKLE
DRIVE, AND AUTHORIZING THE MAYOR TO SIGN THE SUBDIVISION IMPROVEMENT
AGREEMENT ONCE BONDING HAS BEEN PROVIDED**

WHEREAS, Axios Homes, developer, has submitted a request for approval of a Final Map which proposes to subdivide the land known as Wildflower Unit 3 into 92 lots for single family homes; and

WHEREAS, the Final Map for Wildflower Unit 3 has been submitted for review to the City and has been found to be in conformance with the City's rules and regulations and those of the Subdivision Map Act, as well as those conditions of approval required to be completed prior to, or in conjunction with the Final Map recordation; and

WHEREAS, the developer has reviewed the City's Subdivision Improvement Agreement (see Exhibit A) and will be posting sufficient surety guaranteeing the completion of the public improvements.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Ione does hereby resolve as follows:

1. That the City Council approves the Wildflower Unit 3 Final Map and accepts the offer of dedication for the public utility and public facility easements.
2. That the City Council hereby rejects the offer of dedication for the road right-of-way easements associated with Lupine Drive, Clover Drive and Honeysuckle Drive until such time that the improvements have been installed to the City's satisfaction.
3. That the City Council authorizes the final map to be recorded once the Subdivision Improvement Agreement and bonds have been posted to the City's satisfaction and for the Mayor to sign the Subdivision Agreement once sufficient surety has been posted.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council on this 17th day of March 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Diane Wratten, Mayor

Janice Traverso, City Clerk

**SUBDIVISION IMPROVEMENT AGREEMENT
WILDFLOWER SUBDIVISION UNIT 3**

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement"), made and executed this 17th day of March 2020 by and between Wildflower 276 LLC, hereinafter referred to as "Subdivider" and The City of Ione, a municipal corporation, acting by and through its City Council, hereinafter referred to as "CITY."

W I T N E S S E T H

A. SUBDIVIDER is the owner of that certain tract of land situated in the City of Ione, County of Amador, State of California, generally known as Wildflower Subdivision Unit 3; and

B. SUBDIVIDER proposes to do and perform certain works of improvement thereon and adjacent thereto as hereinafter set forth; and

C. CITY requires said proposed improvements be done in a good and workmanlike manner and in accordance with the laws now in force and effect in the CITY; and

D. WHEREAS, a final map of said Wildflower Subdivision Unit 3 has been prepared in accordance with the provisions of City Code has been filed by SUBDIVIDER with CITY:

E. NOW, THEREFORE, in consideration of the approval and acceptance by the City Council of the CITY of said final map and the covenants therein contained, the parties hereto mutually agree as follows:

1. GENERAL REQUIREMENTS

SUBDIVIDER shall, at his own expense, complete all improvements as set forth below to the satisfaction of the CITY within twenty-four (24) months of the date of this agreement at an estimated cost of \$_____ as set forth on Exhibit A attached hereto and made a part hereof. Improvements as proposed herein consist of streets, storm drains, water, sewer and utility improvements as set forth on the approved Improvement Plans for Wildflower Subdivision Unit 3 dated December 2019 sheets 1 through 23 (the "Improvement Plans"), joint trench utility work Composite Utility Plans for Wildflower Subdivision Unit 3 dated January 16, 2020 sheets 1 through 2 (the "Joint Trench Plans"), the portion of Foothill Blvd from the northerly terminus of Foothill Boulevard in Unit 3 to its intersection of SR104 as shown on the plans for Lone Wildflower Major Roads approved January 27, 2006 sheets 1 through 21, and the improvement plans as approved by Caltrans dated ____ for intersection improvements of Foothill Boulevard and SR104 sheets __ through __, as may be amended by mutual agreement of the parties.

All improvements shall be completed in accordance with the following:

- A. Planning Commission Conditions of Approval as set forth in the Subdivision Map Approval
- B. Chapter 16 of the City Code and City Improvement Standards
- C. Improvement Plans and Joint Trench Plans.
- D. Agreements between developer and PG&E, AT&T, Cable TV, Amador Water Agency, Caltrans and any other utility company to be entered into by SUBDIVIDER at a date following execution of this Agreement

2. DEFINITION AND OWNERSHIP OF IMPROVEMENTS

SUBDIVIDER will pay for all plan checking and inspection costs. It is further understood that the sewer, storm drain and designated road improvements will be dedicated to the CITY and designated improvements will be maintained by the CITY once the CITY accepts the improvements. Said sewer, storm drain and designated road improvements will become the sole and exclusive property of the CITY upon acceptance of said improvements by the CITY.

3. TIME OF COMPLETION

- a. All of said improvements shall be completed within twenty-four (24) months from the date of this agreement. In the event SUBDIVIDER fails to complete the improvements within said twenty-four (24) months, the CITY may require the SUBDIVIDER or his Surety to pay for the completion of said improvements.

b. If the construction of the onsite and offsite public improvements required of Subdivider by this Agreement is delayed (such as acts of God, or acts of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes or labor disputes, shortage of materials, sabotage, freight embargoes, inclement weather (defined herein only as weather conditions sufficient to prevent construction activities), permit or connection moratoriums instituted by public agencies or utility companies, subsurface or latent physical condition, discovery of historical or archaeological items not previously known, acts of other utility companies related to the removal, relocation or installation of utilities.), upon written request to the City Manager, the time for the completion thereof may be extended by the City for such period as caused by the delay, which extension may not be unreasonably withheld or delayed. The securities required of Subdivider by this Agreement shall be required by Subdivider to remain in effect throughout any extension.

4. SECURITY

SUBDIVIDER shall file with CITY, improvement security in accordance with Section 16.44.160 Improvement Security, of the City Code and City Improvement Standards in the form of a Performance Bond and Labor and Material Bond, each for an amount not less than 100% of the total improvement cost as set forth in Exhibit "A". Upon completion of improvements as set forth herein, SUBDIVIDER shall provide a Warranty Security (Maintenance) bond in the amount of 10% of the improvements to be maintained by the City. Additionally, in accordance with Section 66496 of the Government Code of the State of California, since the survey monuments associated with the development will be set at a later date, security guaranteeing the payment of the cost of setting the monuments must be posted (Monument Bond.)

5. [Intentionally left blank.]

6. RELEASE OF SECURITY

When substantial portions of improvements have been completed or other security provided therefore, the City Manager may authorize release of security commensurate therewith. All requests for security release shall be by SUBDIVIDER in writing.

7. INSPECTION COSTS

SUBDIVIDER agrees to pay to CITY, prior to recording subdivision map, all inspection costs in accordance with the City Code., City Improvement Standards and any updates thereto as may be approved by the City Council.

8. EFFECTIVE DATE OF CONTRACT

It is understood that the final map will be approved by the City Council and will be recorded by the County Recorder of the County of Amador. The date of recording will be the effective date of this agreement.

9. LIABILITY FOR NON-PERFORMANCE AND PERSONAL INJURIES

Neither the CITY nor any of its officers shall be liable to the SUBDIVIDER or its contractors for any error or omission arising out of or in connection with any work performed under this agreement. The CITY shall not be liable to the SUBDIVIDER or any other person whatsoever for any injury or damage that may result to any person or property in the performance of this agreement.

10. RELEASE AND INDEMNIFICATION

The SUBDIVIDER hereby releases and agrees to indemnify the CITY and any of its representatives, harmless from and against any injuries, deaths, damage, and liability whatsoever resulting from the performance or non-performance of any work to be done in and upon the street right-of-ways in said Subdivision and upon the premises adjacent thereto pursuant to this agreement, and also from any injuries and deaths of persons and injuries to property or other interests and all claims howsoever same may be caused and whensoever the same may appear, either directly or indirectly, made or suffered by SUBDIVIDER or his agents while engaged in the performance of said work. SUBDIVIDER'S contractors shall furnish to CITY evidence of an insurance policies which meet with the approval of the CITY.

The minimum scope and limits of such policies shall be as follows:

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Said policies shall be in favor of SUBDIVIDER or its contractors and of CITY. Said policies shall state by their terms and by an endorsement that said policies shall not be cancelled until CITY shall have a least thirty (30) days notice in writing of such cancellation.

11. LIABILITY OF SUBDIVIDER

SUBDIVIDER agrees that the use for any purpose and by any person of any and all improvements hereinbefore specified shall be at the sole risk of the SUBDIVIDER until improvements are dedicated and accepted by City, or Amador Water Agency as may be appropriate, or the filing of Notice of Completion in accordance with Section 22 of this Agreement.

12. SUBDIVIDER'S EXPENSES

Installation and connection of private utilities by SUBDIVIDER or builders shall be done at SUBDIVIDER'S expense in accordance with City Code.

13. CHARGES AND FEES

All parcels served by these improvements, upon application for sewer service or building permit, shall be subject to all CITY charges and fees in effect at the time application for service or permit is made.

14. CONSTRUCTION

SUBDIVIDER shall cause the improvements to be constructed by a properly licensed contractor or licensed contractors, without expense to CITY, and CITY shall not be responsible for any of the cost of said sewer, storm drain, road improvements, joint utility or for the performance or nonperformance of the work of construction of said improvements, and the SUBDIVIDER shall hold CITY free and harmless from any claim or liability resulting from or arising out of the construction work. The SUBDIVIDER is not acting as a contractor, agent, official or representative of CITY in constructing or providing such improvements or associated facilities or in causing such improvements and facilities to be installed. This Agreement simply provides for the transfer and assumption of responsibility for such improvements and facilities upon performance of all terms of this Agreement. The approval of the plans and specifications as presented by SUBDIVIDER shall not be deemed as a warranty or guarantee by CITY of proper design or proper specifications of materials or

construction. CITY specifically relies upon the design and specifications, as prepared, as being in accordance with the conditions of the geography and as having specific materials and equipment of the highest practicable quality and character.

15. NOTIFICATION OF DEVIATIONS OR FAILURES

a. CITY agrees to notify SUBDIVIDER in writing as to any deviations or failure in construction of the improvements pursuant to said plans and specifications and requirements of said CITY as soon as any deviation is brought to CITY's attention, and SUBDIVIDER shall immediately cause such deviation or failure to be corrected at the sole cost of SUBDIVIDER for a period of twelve (12) months following acceptance by City or filing of Notice of Completion, as appropriate.

b. CITY is not, by inspection of the construction or installation of the subject facilities, representing SUBDIVIDER or providing a substitute for inspection and control of the work by SUBDIVIDER. Any inspections and observations of the work by CITY are for the sole purposes of providing notice of the stage and character of the work. The failure of the CITY to note variances from the plans and specifications for the project does not excuse or exempt SUBDIVIDER from complying with all terms of the approved plans and specifications.

16. CONVEYANCE

Upon completion of the improvements in a manner meeting CITY's approval, SUBDIVIDER shall immediately convey said improvements and title thereto, free and clear of any liens, encumbrances, and expense to CITY by such conveyances and documents approved by CITY together with:

- A. As-built plans as set forth in Paragraph 25 of this agreement.
- B. All easements and rights-of-ways reasonably required by CITY.

17. APPLICATION FOR SEWER OR WATER SERVICE

No water shall be delivered to or conveyed by or through any water system improvements and no sewerage will be discharged into sewerage improvements, other than for testing purposes, until said sewer and water system improvements are conveyed to Amador Water Agency and CITY, formally accepted by CITY, and proper applications for sewer or water service are made and accepted. Sewer connection fees shall be for the amount in effect when building permits are issued.

18. OBLIGATIONS FOR PIPELINE AND FACILITIES

Subject to the provisions of the Resolution and Ordinance described in subparagraphs 1A. through 1B., CITY shall be under no obligation to provide additional pipelines and facilities in order to serve SUBDIVIDER's project. Upon acceptance of the improvements by CITY, they shall become the sole property of CITY and shall be used

and operated at CITY's sole discretion. The existing sewer facilities that cross property may be operational during the course of contractor's work and shall be protected from damage. No connections will be made to existing improvements until approved by City and a City representative is present to inspect the work. No water, debris, construction materials, or discharges of any type will be allowed to enter the existing sewer pipe without prior written approval of City, which approval shall not be unreasonably withheld or delayed.

19. RULES AND REGULATIONS

Subject to the provisions of the Resolution and Ordinance described in subparagraphs 1A. and 1B., upon improvements being accepted by CITY, SUBDIVIDER together with his heirs, successors, and assigns, shall be subject to and shall comply with all rules and regulations of CITY and shall pay the fees, rates, tolls, and charges established by the City Council from time to time. Attention is directed to paragraphs 13 and 17.

20. APPROVAL BY CITY ENGINEER

It is mutually agreed by the parties hereto that the City Engineer shall have the right to reject any or all of the work performed under this contract when such work does not conform with the approved plans and specifications and amendments thereto, City as set forth herein in Section 1. However, City Engineer must inform SUBDIVIDER in writing of the specific work that did not conform with the approved plans and specifications prior to rejection.

21. OBLIGATIONS OF SUBDIVIDER

It is the obligation of the SUBDIVIDER to perform work strictly in accordance with the approved plans and specifications. SUBDIVIDER warrants that the plans and specifications as set forth herein in Section 1, and that they are adequate to accomplish the work, and SUBDIVIDER also warrants it will complete all improvements in a good and workmanlike manner in accordance with standard construction practices.

22. NOTICE OF COMPLETION

For improvements to be dedicated to the City, SUBDIVIDER shall, upon completion and acceptance of improvements by CITY, or Amador Water Agency, as may be appropriate, file a Notice of Completion of the improvements. The Notice of Completion on all other improvements may be filed by Subdivider as appropriate.

23. CERTIFICATIONS OF SATISFACTORY COMPLETION

Upon receipt of notice of satisfactory completion from the City Engineer, the City Council shall approve said improvements as being completed.

24. ASSIGNMENT

This contract shall not be assignable by SUBDIVIDER without the written consent of the CITY, which consent shall not be unreasonably withheld or delayed.

25. FILING OF "AS-BUILT" PLANS

Upon completion of the improvements and prior to acceptance of the storm drain, sewer, and road improvements by CITY, SUBDIVIDER shall supply CITY with one (1) mylar set of "as-built" drawings. Said drawings shall be certified by the SUBDIVIDER's engineer as being "as-built" and shall reflect the job as actually constructed, with all changes incorporated therein.

26. BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY

a. Building permits will be issued for any lot within this subdivision and combustible materials will be stored on site when the temporary water supply is approved by the Lone Fire Chief. Additionally, until improvements associated with extending Foothill Boulevard to State Route 104 and the intersection with State Route 104 are completed and operational, the issuance of building permit shall be limited to 13 building permits within Unit 3 (100 permits total within the Wildflower Development.)

b. No Certificate of Occupancy will be issued for any improvement on any lot within this subdivision until all improvements required under this Agreement have been completed and accepted by CITY.

c. CITY reserves the right to suspend work on any building permit when CITY determines such work conflicts with the obligations set forth herein including but not limited to conflicts between building contractors and subdivision improvement contractor.

27. HEIRS, SUCCESSORS, OR ASSIGNEES

This contract shall be binding on the heirs, successors, or assignees of each party.

EXECUTED this 17th day of March 2020 in the City of Lone, County of Amador, State of California.

CITY:

SUBDIVIDER:

Diane Wratten, Mayor

By _____
Thomas Borges

ATTEST:

City Clerk

APPROVED:

David Prentice, City Attorney
As to Form

John Wanger, City Engineer
As to Improvement Cost Estimate

EXHIBIT A

WILDFLOWER UNIT 3 IMPROVEMENT COST ESTIMATE

	Item Description	Estimated Cost
1	Mobilization	\$ 18,000.00
2	Site Grading	\$ 90,500.00
3	Unit 3 Sewer Improvements	\$ 342,125.00
4	Unit 3 Storm drain Improvements	\$ 184,445.00
5	Unit 3 Grading, Curb, Gutter, Sidewalk and Pavement improvements	\$ 519,725.00
6	Foothill Blvd Improvements Unit 3	\$ 219,085.00
7	Joint Utility Trench Improvements	\$ 120,750.00
8	Foothill Blvd Offsite Improvements	
9	SR104 Intersection Improvements	
	Subtotal	
	Contingency (10%)	
	Total Estimated Construction Cost	
	Monumentation	\$ 25,250.00

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF AND HAVE THE RIGHT, TITLE AND INTEREST IN AND TO THE SUBDIVISION SHOWN ON THIS MAP, AND ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE MAKING AND FILING OF SAID MAP OF THE SUBDIVISION SHOWN WITHIN THE BORDER LINES, AND HEREBY IRREVOCABLY DEDICATE TO THE CITY OF IONE FREE OF ENCUMBRANCE THE FOLLOWING:

LUPINE DRIVE, CLOVER DRIVE, HONEYBUCKLE DRIVE, AND EASEMENTS FOR ROAD, PUBLIC FACILITY AND PUBLIC UTILITY PURPOSES

PUBLIC UTILITY EASEMENTS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE, REPAIRS, OPERATION AND REPLACEMENT OF, INCLUDING BUT NOT LIMITED TO: WATER, ELECTRICAL, GAS, TELEPHONE AND CABLE TELEVISION FACILITIES TOGETHER WITH ANY AND ALL EASEMENTS NECESSARY THEREFOR, ON, OVER, UPON, ACROSS, THROUGH AND BENEATH THOSE STRIPS OF LAND DESIGNATED AS "PUE".

PUBLIC FACILITY EASEMENTS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE, REPAIRS, OPERATION AND REPLACEMENT OF, INCLUDING BUT NOT LIMITED TO: SIDEWALKS, STORM DRAIN, SEWER, STREET LIGHT, AND TRAFFIC SIGNAL FACILITIES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UPON, ACROSS, THROUGH AND BENEATH THOSE STRIPS OF LAND DESIGNATED AS "PFE".

ALL AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION.

OWNER: WILDFLOWER 276, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
BY: THOMAS BERGE, MANAGING MEMBER
DATE: _____

NOTARY PUBLIC CERTIFICATE:

I, A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE, VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ARE SIGNED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE INSTRUMENT AND AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, HE/SHE/HEY, THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

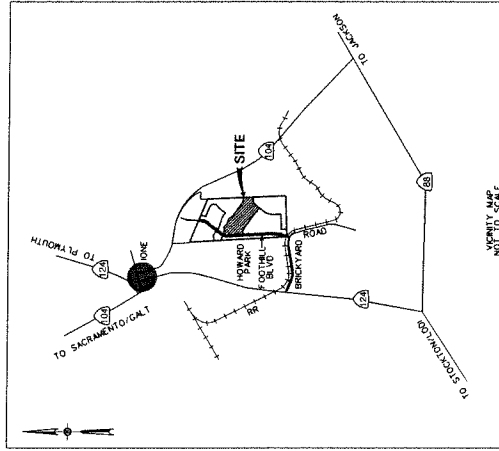
SIGNATURE _____
COMMISSION NO. _____
MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

ACREAGE:

TOTAL AREA: 15.979 ACRES
LOTS AREA: 13.184 ACRES
STREET AREA: 2.795 ACRES

SUBDIVISION MAP NO. 156
WILDFLOWER SUBDIVISION, UNIT 3
BEING UNIT 3 OF WILDFLOWER SUBDIVISION, LARGE LOT FINAL MAP PER BOOK 9 SUBDIVISION PAGE 1
FILED THE 6TH OF OCTOBER 2006 RECORD OF AMADOR COUNTY LYING WITHIN A PORTION OF THE WEST 1/2 OF SECTION 30, T.6N., R.10E., M.D.M.

CITY OF IONE
COUNTY OF AMADOR, CALIFORNIA
KASL CONSULTING ENGINEERS, INC.
DECEMBER 2019
SHEET 1 OF 7



CITY CLERK'S STATEMENT:

HEREBY STATE THAT I AM THE CLERK OF THE CITY COUNCIL OF THE CITY OF IONE, STATE OF CALIFORNIA AND THAT THE CITY COUNCIL HAS APPROVED THIS MAP ENTITLED, WILDFLOWER SUBDIVISION, UNIT 3, PER BOOK 9 SUBDIVISION, LARGE LOT FINAL MAP, ON _____, 20____, AND DID ACCEPT, SUBJECT TO IMPROVEMENT ALL OFFERS OF DEDICATION FOR PUBLIC UTILITY EASEMENTS "PUE" AND PUBLIC FACILITY EASEMENTS "PFE" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION.

ALL OTHER OFFERS OF DEDICATION ARE HEREBY REJECTED BUT THE CITY COUNCIL RETAINS ITS RIGHT TO ACCEPT THOSE OFFERS AT A LATER TIME.

JANICE TRAVERSO, CITY CLERK
CITY OF IONE, STATE OF CALIFORNIA
DATE: _____

NOTE:

THIS SUBDIVISION IS SUBJECT TO TERMS AND CONDITIONS CONTAINED IN SECOND AMENDMENT DEVELOPMENT AGREEMENT RECORDED ON JUNE 20, 2014 AS INSTRUMENT NO. 2014-0004029 OF OFFICIAL RECORDS.

ENGINEER'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON RECORD DATA AND FIELD SURVEYS THAT HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE. AT THE REQUEST OF WILDFLOWER 276, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, AND MONUMENTS SHOWN HEREON WILL BE SET WITHIN ONE YEAR OF THE DATE OF FILING AND THIS MAP AND SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



JOHN C. SCROGGS R.C.E. 26388

DATE: _____
EXPIRATION DATE: MARCH 31, 2020

CITY ENGINEER'S STATEMENT:

I DO HEREBY STATE THAT THIS SUBDIVISION MAP, CONSISTING OF 7 SHEETS, THIS STATEMENT BEING ON SHEET ONE THEREOF, HAS BEEN EXAMINED BY ME AND THAT THE SUBDIVISION, AS SHOWN UPON SAID MAP, IS SUBSTANTIALLY THE SAME AS SAID SUBDIVISION APPEARED ON THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, AND ANY APPROVED AMENDMENTS THEREOF. I FURTHER STATE THAT THIS MAP CONFORMS WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND THE MUNICIPAL CODE OF THE CITY OF IONE AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

JOHN L. WANGER, CITY ENGINEER DATE: _____

I DO HEREBY STATE THAT I HAVE EXAMINED THIS SUBDIVISION MAP ON BEHALF OF THE CITY OF IONE, AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

RICHARD A. MOSHER R.C.E. 30696

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK _____ OF SUBDIVISIONS, AT PAGE _____ AT THE REQUEST OF THE CITY OF IONE, TITLE TO LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE No. _____ ON FILE IN THIS OFFICE.

INST. No. _____
FEE: _____

KIMBERLY L. GRADY
AMADOR COUNTY RECORDER

DEPUTY: _____

APPROVING AUTHORITY'S STATEMENT:

HEREBY STATE THAT I AM THE CITY CLERK/PLANNING COMMISSION CLERK(S) OF THE CITY OF IONE, STATE OF CALIFORNIA AND THAT THE CITY COUNCIL HAS APPROVED THIS MAP ENTITLED, WILDFLOWER SUBDIVISION, UNIT 3, PER BOOK 9 SUBDIVISION, LARGE LOT FINAL MAP, ON _____, 20____, AND DID ACCEPT, SUBJECT TO IMPROVEMENT ALL OFFERS OF DEDICATION FOR PUBLIC UTILITY EASEMENTS "PUE" AND PUBLIC FACILITY EASEMENTS "PFE" AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION.

CITY CLERK/PLANNING COMMISSION CLERK
CITY OF IONE, STATE OF CALIFORNIA
DATE: _____

TRUSTEE'S STATEMENT:

STEWART TITLE OF SACRAMENTO, A CALIFORNIA CORPORATION, TRUSTEE UNDER A DEED OF TRUST RECORDED AS DOCUMENT NO. 2018-4033, OFFICAR RECORDS OF AMADOR COUNTY, AGAINST THE LAND HEREIN SHOWN, CONSENTS TO THE MAKING AND FILING OF THIS MAP.

IN WITNESS WHEREOF, SMO CORPORATION HAS CAUSED ITS NAME TO BE AFFIXED

THIS _____ DAY OF _____, 20____, BY: _____

TITLE _____

NOTARY PUBLIC CERTIFICATE:

I, A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____, A NOTARY PUBLIC,

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OF THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

COMMISSION NO. _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

TRUSTEE'S STATEMENT:

STEWART TITLE OF SACRAMENTO, A CALIFORNIA CORPORATION, TRUSTEE UNDER A DEED OF TRUST RECORDED AS DOCUMENT NO. 2018-004772-00, OFFICIAL RECORDS OF AMADOR COUNTY, AGAINST THE LAND HEREIN SHOWN, CONSENTS TO THE MAKING AND FILING OF THIS MAP.

IN WITNESS WHEREOF, SMO CORPORATION HAS CAUSED ITS NAME TO BE AFFIXED

THIS _____ DAY OF _____, 20____, BY: _____

TITLE _____

NOTARY PUBLIC CERTIFICATE:

I, A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THE DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME, _____, A NOTARY PUBLIC,

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OF THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE _____

COMMISSION NO. _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY

WILDFLOWER SUBDIVISION, UNIT 3
SUBDIVISION MAP NO. 156
BEING UNIT 3 OF WILDFLOWER SUBDIVISION, LARGE LOT FINAL MAP
PER BOOK 9 SUBDIVISION PAGE 1
FILED THE 6TH OF OCTOBER 2006 RECORD OF AMADOR COUNTY
LYING WITHIN A PORTION OF THE WEST 1/2 OF SECTION
30, T.6 N., R.10 E., M.D.M.

CITY OF IONE
COUNTY OF AMADOR, CALIFORNIA
KASL CONSULTING ENGINEERS, INC.
DECEMBER 2019
SHEET 2 OF 7

TAX COLLECTOR'S CERTIFICATE:

ACCORDING TO THE RECORDS IN THE OFFICE OF THE UNDERSIGNED, THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART HEREOF FOR ANY SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES AND NOT YET PAYABLE, MY ESTIMATE OF THE LAND IN SAID SUBDIVISION IS NOT SUBJECT TO A SPECIAL ASSESSMENT OR BOND. I FULLY ACCEPT THE SPECIAL ASSESSMENTS FOR BOND PAYABLE IN FULL FOR WHICH I ESTIMATE THE AMOUNT TO BE \$ _____ SECURITY REQUIRED PURSUANT TO GOVERNMENT CODE SECTIONS 66493(A) AND 66493(C) ARE HEREBY ACCEPTED AND APPROVED.

TAX COLLECTOR _____ DATE _____
COUNTY OF AMADOR, STATE OF CALIFORNIA
MICHAEL E. RYAN

OWNERS OF INTEREST:

SIGNATURES OF OWNERS OF THE FOLLOWING EASEMENTS HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT: THEIR INTEREST IS SUCH THAT IT CANNOT RISE INTO A FEE TITLE AND SUCH SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY:

NAME	RECORDED BOOK AND PAGE/DOC. #	NATURE OF EASEMENT
AMADOR WATER AGENCY	2008-0007528	NON-EXCLUSIVE WATER PIPE LINE EASEMENT
PG&E	2007-0005989	PUBLIC UTILITY/ PUBLIC FACILITY EASEMENT

NOTES:

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH.
2. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
3. A SOILS REPORT FOR THIS SUBDIVISION (REGAN PROPERTY RESIDENTIAL DEVELOPMENT) WAS PREPARED BY ENGEO INCORPORATED, IN JUNE 2004. THIS REPORT WAS UPDATED BY ENGEO IN AUGUST 2016 AND IN NOVEMBER 2019 COPIES OF THE REGAN PROPERTY SOILS REPORT AND THE WILDFLOWER ESTATE AND WILDFLOWER UNIT 3 UPDATES ARE AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE AMADOR COUNTY BUILDING INSPECTORS DIVISION.

PUBLIC FACILITY & PUBLIC UTILITY EASEMENT STATEMENT:

A PUBLIC UTILITY EASEMENT IS AN EASEMENT TO CONSTRUCT, INSTALL, INSPECT, MAINTAIN, REPAIR, REMOVE AND USE FACILITIES OF THE TYPE HEREINAFTER SPECIFIED, INCLUDING BUT NOT NECESSARILY BE LIMITED TO THE FOLLOWING: CURB, GUTTER AND SIDEWALK, INSTALLATION OF TRANSMISSION AND DISTRIBUTION FACILITIES SUCH AS ELECTRICAL, TELEPHONE, CABLE, TELEVISION, GAS, WATER, SEWER, RECYCLED WATER, STREET LIGHTING, DRAINAGE, ROADWAY, LANDSCAPING; ALSO USES FOR PEDESTRIAN, EQUESTRIAN, AND NON-POWERED VEHICLE PURPOSES. THE EASEMENT DESIGN SHALL ALSO INCLUDE THE RIGHT TO EXCAVATE OR FILL THE EASEMENT FOR THE FULL WIDTH AND TO A REASONABLE DEPTH THEREOF.

SUBDIVISION MAP NO. 156
WILDFLOWER SUBDIVISION, UNIT 3
 BEING UNIT 3 OF WILDFLOWER SUBDIVISION, LARGE LOT FINAL MAP
 PER BOOK 9 SUBDIVISION PAGE 1
 FILED THE 6TH OF OCTOBER 2006 RECORD OF AMADOR COUNTY
 LYING WITHIN A PORTION OF THE WEST 1/2 OF SECTION
 30, T.6N., R.10E., M.D.M.
 CITY OF IONE
 COUNTY OF AMADOR, CALIFORNIA
 KASL CONSULTING ENGINEERS, INC.
 DECEMBER 2019
 SHEET 3 OF 7

FOUND 5/8" REBAR WITH
 "RCE 26388" HELD AS BASIS
 "LS 5257" HELD AS BASIS
 PER 49-M-22

- LEGEND**
- FOUND MONUMENT AS DESCRIBED
 - ✕ FOUND 1" IRON PIPE WITH PLUG STAMPED
"RCE 26388" PER 9 S 89
 - SEARCHED & NOTHING FOUND, SET 1"
 - IRON PIPE WITH TAG "RCE 26388"
 - SEARCHED & NOTHING FOUND, SET 5/8"
REBAR WITH PLASTIC CAP "RCE 26388"
 - SET BRASS CAP IN CONCRETE
MONUMENT BOX STAMPED "RCE 26388"
 - COMPUTED POINT, NOTHING SET

BOUNDARY LINE OF SUBDIVISION

OUTSIDE OF WILDFLOWER UNIT 3

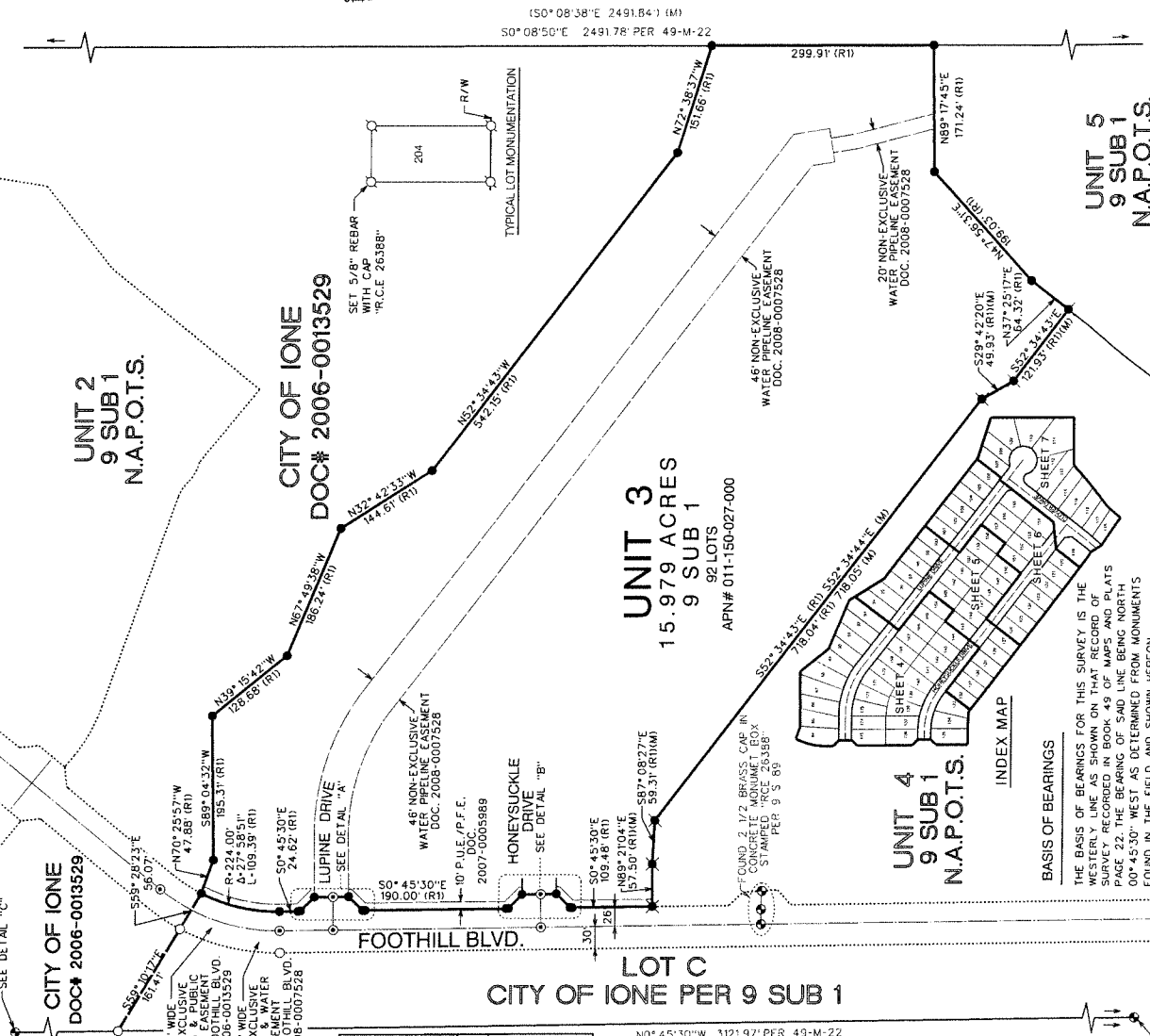
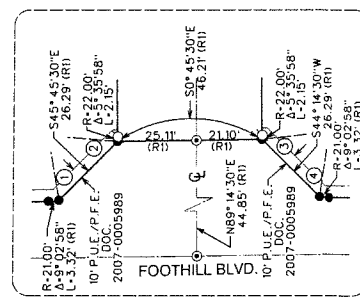
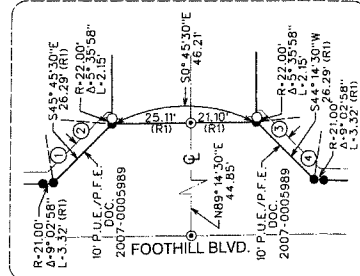
	RADIAL BEARING	TABLE
P.U.E. PUBLIC UTILITY EASEMENT	① S80°11'32"W	
P.F.E. PUBLIC FACILITY EASEMENT	② S04°50'28"W	
P.S.E. PRIVATE STORM DRAIN EASEMENT	③ N06°21'28"W	
(M) MEASURED	④ N81°42'32"W	

THIS SHEET ONLY

N.A.P.O.T.S. NOT A PART OF THIS SUBDIVISION
 WILDFLOWER SUBDIVISION
 REC 10/6/2006
 SHOWN AS 2 PER 49-M-22
 (R) RECORD DATA

NOTE: ALL DISTANCES ARE IN FEET AND
 DECIMALS THEREOF

HOWARD PARK
 48-M-78



JOHN ECKLUND
 302 O.R. 241

UNIT 5
 9 SUB 1
 N.A.P.O.T.S.

UNIT 3
 15.979 ACRES
 9 SUB 1
 92 LOTS
 APN# 011-150-027-000

UNIT 4
 9 SUB 1
 N.A.P.O.T.S.

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE
 WESTERLY LINE AS SHOWN ON THAT RECORD OF
 SURVEY RECORDED IN BOOK 49 OF MAPS AND PLATS
 DOC. 22. THE BEARING OF SAID LINE BEING NORTH
 00° 45' 30" WEST AS DETERMINED FROM MONUMENTS
 FOUND IN THE FIELD AND SHOWN HEREON.

SUBDIVISION MAP NO.156

WILDFLOWER SUBDIVISION, UNIT 3

BEING UNIT 3 OF WILDFLOWER SUBDIVISION, LARGE LOT FINAL MAP
PER BOOK 9 SUBDIVISION PAGE 1

PER BOOK 9 SUBDIVISION PAGE 1

FILED THE 6TH OF OCTOBER 2006 RECORD OF AMADOR COUNTY

LYING WITHIN A PORTION OF THE WEST 1/2 OF SECTION

30, T.6 N., R.10 E., M.D.M.

CITY OF IONE

COUNTY OF AMADOR, CALIFORNIA

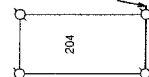
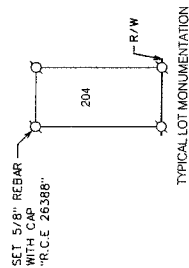
KASL CONSULTING ENGINEERS, INC.

DECEMBER 2019

NOVEMBER 2018
SHEET 5 OF 7

CITY OF IOWA
2006-0013529

2006-013529



TYPICAL LOT MONUMENTATION

LEGEND

- FOUND MONUMENT AS DESCRIBED
"FOUND 1" IRON PIPE WITH PLUG STAMPED
"RCE 26388" PER 9 5 89
- SEARCHED & NOTHING FOUND, SET 1"
IRON PIPE WITH TAG "RCE 26388"
- SEARCHED & NOTHING FOUND, SET 5/8"
REBAR WITH PLASTIC CAP "RCE 26388"
- SET BRASS CAP IN CONCRETE
MONUMENT BOX STAMPED "RCE 26388"

- COMPUTED POINT, NOTHING SET

- LIMITS OF SUBDIVISION STREETS
OUTSIDE OF WILLOW CREEK UNIT 3

- U.E. PUBLIC UTILITY EASEMENT

- E. PUBLIC FACILITY EASEMENT
 E. PRIVATE STORM DRAIN EASEMENT

- | | (1) | MEASURED | (BENEFITS AS NOTED) |
|--------------------|-----|----------|---------------------|
| 1. <i>General</i> | | | |
| 2. <i>Specific</i> | | | |
| 3. <i>Other</i> | | | |
| 4. <i>Total</i> | | | |

- 11) WILDFLOWER SUBDIVISION

- 9-SUBDIVISIONS-1
REC 10/6/2006

- NOTE: ALL DISTANCES ARE IN FEET AND
DECIMALS THEREOF

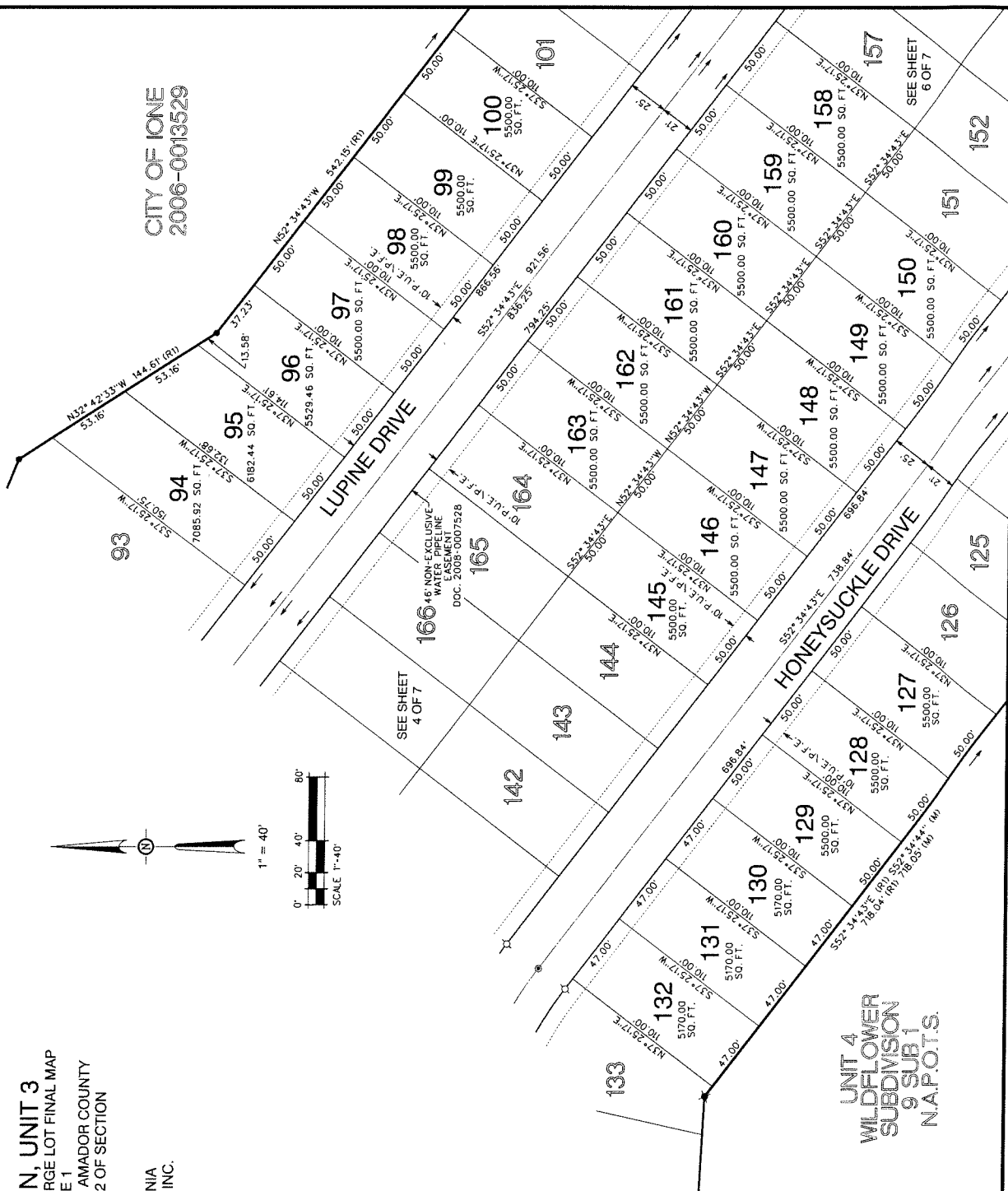
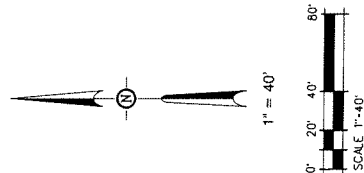
- CONCLUSIONS

- ## ANALYSIS OF BEARINGS

- PAGE THREE FOR BASIS OF BEARINGS

- _____

- [illegible]



UNIT 4
WILDFLOWER
SUBDIVISION
9 SUB 1
N.A.P.O.T.S.

WILDFLOWER

SUBDIVISION

[illegible]

BASIS OF BEARINGS

SEE PAGE THREE FOR BASIS OF BEARINGS

SUBDIVISION MAP NO. 156

WILDFLOWER SUBDIVISION, UNIT 3

BEING UNIT 3 OF WILDFLOWER SUBDIVISION, LARGE LOT FINAL MAP
PER BOOK 9 SUBDIVISION PAGE 1
FILED THE 6TH OF OCTOBER 2006 RECORD OF AMADOR COUNTY
LYING WITHIN A PORTION OF THE WEST 1/2 OF SECTION
30, T.6 N., R.10 E., M.D.M.

CITY OF IONE
COUNTY OF AMADOR, CALIFORNIA
KASL CONSULTING ENGINEERS, INC.
DECEMBER 2019
SHEET 6 OF 7

LEGEND

- FOUND MONUMENT AS DESCRIBED
- ✕ FOUND 1" IRON PIPE WITH PLUG STAMPED
"R.C.E. 26388" PER 9 S 89
- SEARCHED & NOTHING FOUND, SET 1"
IRON PIPE WITH TAG "R.C.E. 26388"
- ⌵ SEARCHED & NOTHING FOUND, SET 5/8"
REBAR WITH PLASTIC CAP "R.C.E. 26388"
- SET BRASS CAP IN CONCRETE
MONUMENT BOX STAMPED "R.C.E. 26388"
- COMPUTED POINT, NOTHING SET
- BOUNDARY LINE OF SUBDIVISION
- LIMITS OF SUBDIVISION STREETS
OUTSIDE OF WILDFLOWER UNIT 3
- P.U.E. PUBLIC UTILITY EASEMENT
- P.F.E. PUBLIC FACILITY EASEMENT
- P.S.E. PRIVATE STORM DRAIN EASEMENT
(BENEFITS AS NOTED)
- (M) MEASURED

N.A.P.O.T.S. NOT A PART OF THIS SUBDIVISION
(R1) WILDFLOWER SUBDIVISION
9-SUBDIVISIONS-1
REC 10/6/2006

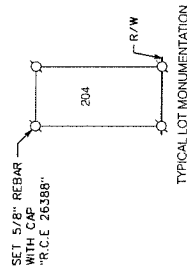
(R) RECORD DATA

NOTE: ALL DISTANCES ARE IN FEET AND
DECIMALS THEREOF

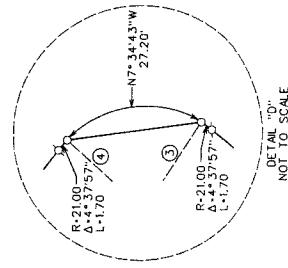
RADIAL BEARING TABLE

- ① S32°47'20"W
- ② S47°56'46"E
- ③ S57°12'40"E
- ④ N42°03'14"E

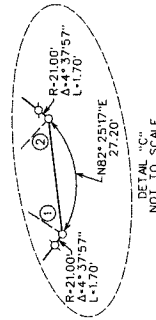
THIS SHEET ONLY



TYPICAL LOT MONUMENTATION



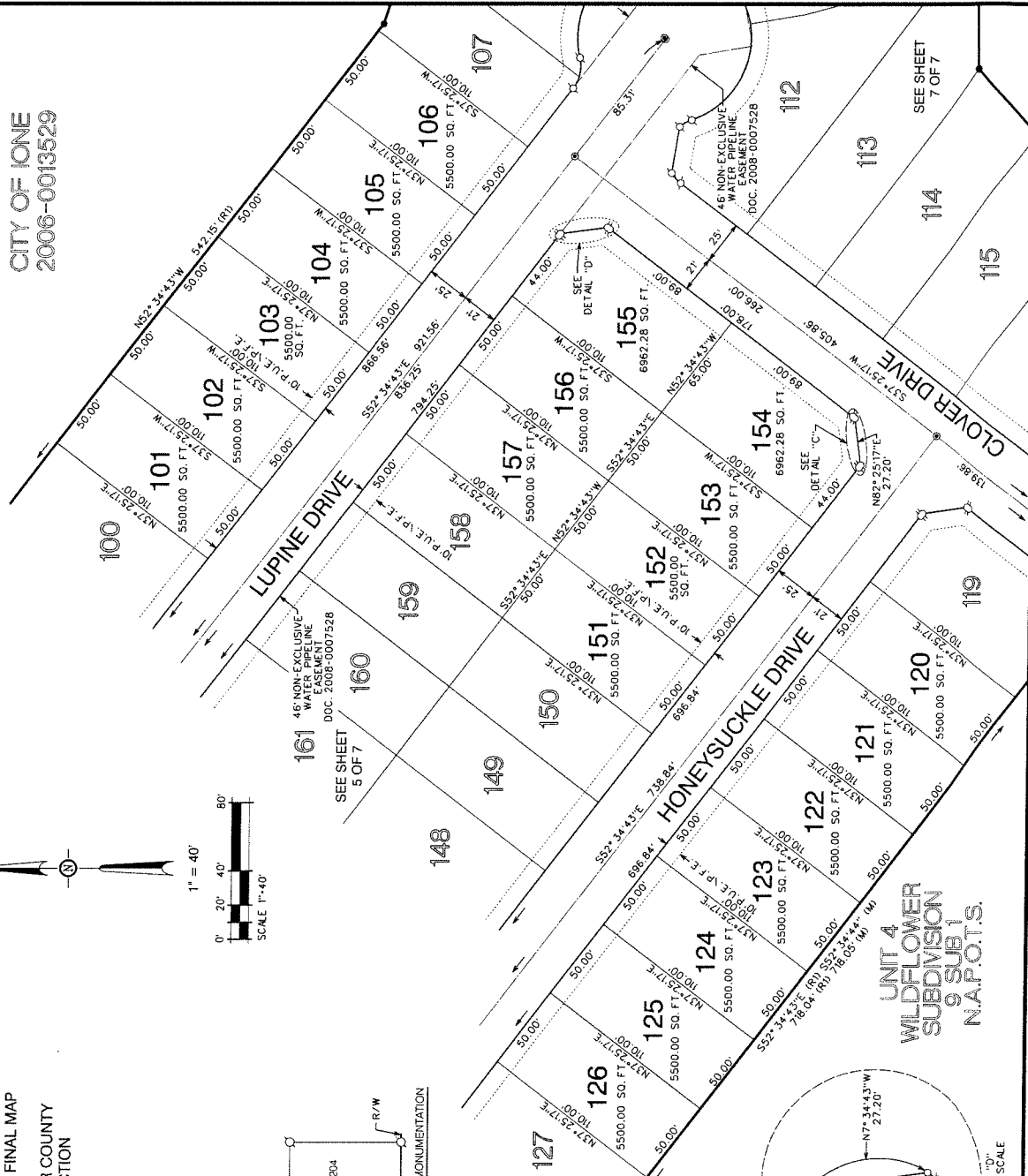
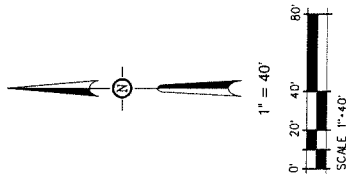
DETAIL "D"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE

BASIS OF BEARINGS

SEE PAGE THREE FOR BASIS OF BEARINGS



CITY OF IONE
2006-0013529

UNIT 4
WILDFLOWER
SUBDIVISION
9 SUB 1
N.A.P.O.T.S.

SEE SHEET
7 OF 7

SUBDIVISION MAP NO. 156

WILDFLOWER SUBDIVISION, UNIT 3

BEING UNIT 3 OF WILDFLOWER SUBDIVISION, LARGE LOT FINAL MAP
PER BOOK 9 SUBDIVISION PAGE 1

FILED THE 6TH OF OCTOBER 2006 RECORD OF AMADOR COUNTY
LYING WITHIN A PORTION OF THE WEST 1/2 OF SECTION

30, T.6 N., R.10 E., M.D.M.

CITY OF IONE

COUNTY OF AMADOR, CALIFORNIA

KASL CONSULTING ENGINEERS, INC.

DECEMBER 2019

SHEET 7 OF 7

LEGEND

- FOUND MONUMENT AS DESCRIBED
- ✕ FOUND 1" IRON PIPE WITH PLUG STAMPED "RCE 26388" PER 9 S 89
- SEARCHED & NOTHING FOUND, SET 1" IRON PIPE WITH TAG "RCE 26388"
- ⌒ SEARCHED & NOTHING FOUND, SET 5/8" REBAR WITH PLASTIC CAP "RCE 26388"
- ⊙ SET BRASS CAP IN CONCRETE MONUMENT BOX STAMPED "RCE 26388"
- COMPUTED POINT, NOTHING SET

..... BOUNDARY LINE OF SUBDIVISION
..... LIMITS OF SUBDIVISION STREETS
..... OUTSIDE OF WILDFLOWER UNIT 3

P.U.E. PUBLIC UTILITY EASEMENT

P.F.E. PUBLIC FACILITY EASEMENT

P.S.E. PRIVATE STORM DRAIN EASEMENT

(M) MEASURED

N.A.P.O.T.S. NOT A PART OF THIS SUBDIVISION

(R1) WILDFLOWER SUBDIVISION

9 SUBDIVISIONS-1

REC 10/6/2006

(R) RECORD DATA

NOTE: ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF

SET 5/8" REBAR WITH CAP "RCE 26388"

204

R/W

TYPICAL LOT MONUMENTATION

SEE SHEET 6 OF 7

SEE DETAIL "E"

SEE DETAIL "G"

SEE DETAIL "F"

SEE DETAIL "D"

SEE DETAIL "C"

SEE DETAIL "B"

SEE DETAIL "A"

SEE DETAIL "H"

SEE DETAIL "I"

SEE DETAIL "J"

SEE DETAIL "K"

SEE DETAIL "L"

SEE DETAIL "M"

SEE DETAIL "N"

SEE DETAIL "O"

SEE DETAIL "P"

SEE DETAIL "Q"

SEE DETAIL "R"

SEE DETAIL "S"

SEE DETAIL "T"

SEE DETAIL "U"

SEE DETAIL "V"

SEE DETAIL "W"

SEE DETAIL "X"

SEE DETAIL "Y"

SEE DETAIL "Z"

SEE DETAIL "AA"

SEE DETAIL "AB"

SEE DETAIL "AC"

SEE DETAIL "AD"

SEE DETAIL "AE"

SEE DETAIL "AF"

SEE DETAIL "AG"

SEE DETAIL "AH"

SEE DETAIL "AI"

SEE DETAIL "AJ"

SEE DETAIL "AK"

SEE DETAIL "AL"

SEE DETAIL "AM"

SEE DETAIL "AN"

SEE DETAIL "AO"

SEE DETAIL "AP"

SEE DETAIL "AQ"

SEE DETAIL "AR"

SEE DETAIL "AS"

SEE DETAIL "AT"

SEE DETAIL "AU"

SEE DETAIL "AV"

SEE DETAIL "AW"

SEE DETAIL "AX"

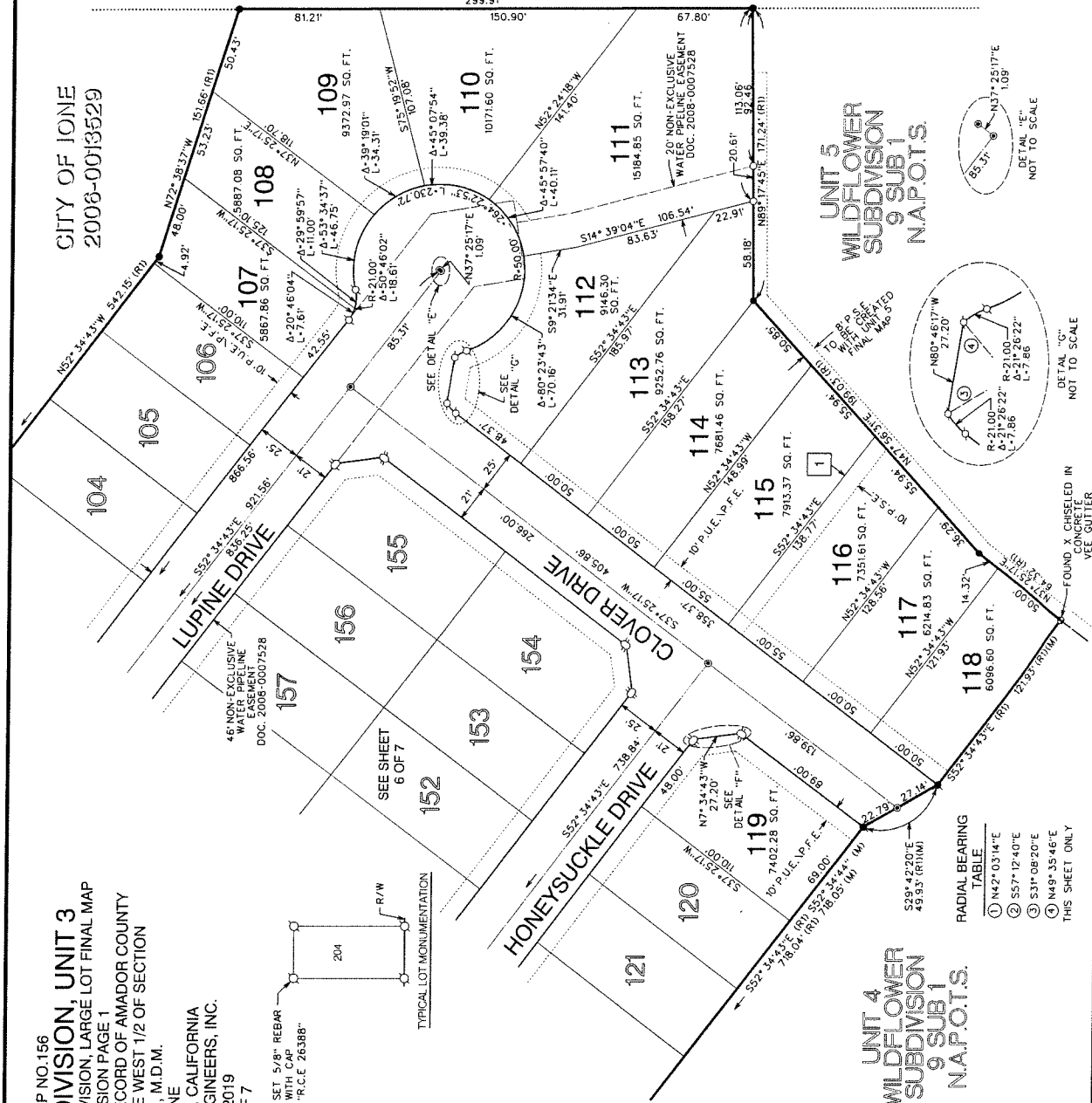
CITY OF IONE
2006-0013529



0' 20' 40' 80'
SCALE 1"=40'

JOHN ECKLUND
302 O.R. 241

(S0° 08' 38" E 2491.84') (M)
S0° 08' 50" E 2491.78' PER 49-M-22
299.91'



P.SET TABLE

1	BENEFITS LOTS
271, 272, 273	UNIT 5

RADIAL BEARING TABLE

①	N42° 03' 14" E</
---	------------------

Agenda Item

7

DATE: March 17, 2020

TO: Lone City Council

FROM: Jon G. Hanken, City Manager

SUBJECT: Agreement between City of Lone and Amador County Recreation Agency (ACRA) for operations of the lone swimming pool.

RECOMMENDED ACTION: Staff is recommending that Council approve a one year agreement with the Amador County Recreation Agency (ACRA) for operations of the lone swimming pool and the proposed fees for the year.

Motion: _____ / _____.

FISCAL IMPACT: Not to exceed \$20,000.

BACKGROUND: The City of Lone has contracted with ACRA to operate the lone swimming pool since 2014. Under the proposed agreement, ACRA would:

Hire, schedule, and supervise all lifeguards, pool management, and program personnel. The parties recognize that all such staff shall be employees of agency and not of city;

Provide finger printing services, and qualification research and determination on all lifeguard staff;

Be responsible for daily maintenance of the pool area, including sweeping, garbage pick-up, related janitorial work, sweeping algae off of the pool sides and maintaining proper water levels;

Insure that pool deck is clear of any pool equipment when pool is open for use, and;

Be responsible for daily chlorine and ph testing.

City staff would be responsible for the maintenance of the pool.

The agreement is the same the same as the 2019 contract, except for salary adjustments made on Exhibit A.

Attachments: Draft agreement with Amador County Recreation Agency for Pool Operations for 2020.

Copy of the Pool Fees for 2020.

Amador County Recreation Agency

**Located at 10877 Conductor Blvd Suite 100
Sutter Creek, CA 95685
(209) 223-6349 fax (209) 257-1409**

POOL MANAGEMENT AGREEMENT between the City of Ione, a California municipal corporation and the Amador County Recreation Agency for the provision of general oversight of the pool, lessons, lifeguards, & scheduling the pool located at the Ione Junior High School. This Agreement is for the year 2020.

AGREEMENT TO PROVIDE SERVICES

Agreement made, effective as of the ____ day of _____ 2020, by and between the City of Ione, a public entity organized and existing under the laws of State of California, with its principal office located at 22 W. Main Street in Ione, 95640, Amador County, California, referred to in this agreement as "city," and the Amador County Recreation Agency, of 10877 Conductor Blvd. Suite 100 Sutter Creek, Amador County California, 95685, referred to in this agreement as "agency."

RECITALS

A. City wishes to contract with agency for the services of agency in providing staff, scheduling, oversight and management for the lifeguards at the swimming pool in Ione located at the Ione Junior High School, 450 South Mill Street, Ione, CA 95640.

B. Agency is ready, willing, and able to provide such services as may be required by city.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE.

SERVICES

A. Agency understands and agrees that services to be provided city under and pursuant to this agreement shall be so provided on a weekly, as-needed, basis and that city in its sole discretion shall determine its need, if any, for services or the continuation of services as may be provided by agency under and pursuant to this agreement.

B. Agency will hire, schedule, implement swim lessons and special events, supervise all lifeguards, pool management, and program personnel. All lifeguards will have completed Lifeguard Training and hold CPR and First Aid Certificates. The parties recognize that all such staff shall be employees of agency and not of city. California's Minimum Wage and Other Pay Rates Increased January 1, 2020. The California Labor Code requires an increase to the state minimum wage each year. Effective January 1, 2020, the statewide minimum wage increased from \$12 to \$13 per hour for employers with more than 25 employees.

C. Agency will provide finger printing services, and qualification research and determination on all lifeguard staff.

D. City is and shall remain responsible for the maintenance of the pool.

E. Agency personnel would be responsible for daily maintenance of the pool area, including sweeping, garbage pick-up, cleaning the locker rooms, related janitorial work, sweeping of algae off of pool sides, and maintaining proper water level in pool.

F. Agency employees shall insure that pool deck is clear of any pool equipment when pool is open for use.

G. Agency will be responsible for daily chlorine and Ph testing at start of day. If chemical levels need to be adjusted, contact the Public Works Superintendent at (209)790-9200.

SECTION TWO.

COMPENSATION

For services provided under and pursuant to this agreement and the written requests of city, agency shall be compensated as provided below:

A. Subject to the limitation on total compensation set forth in paragraph (C) below, all staff costs including administration and labor expended by lifeguards in providing services under and pursuant to this agreement.

B. Provided agency is in compliance with paragraph (C) below, the agency shall be paid upon invoice for providing the staff, oversight and management of staff, and pool scheduling.

C. The total cost for services under this agreement shall not exceed twenty thousand dollars (\$20,000) for the Term of this Agreement. No compensation shall be paid in addition to this amount without the prior written approval of the City Manager, provided the additional compensation requested is within her contracting authority, or the City Council, if the requested increase exceeds the City Manager's contracting authority. At any time during this Agreement, should agency anticipate that \$20,000 will not allow it to provide all city-requested services through the end of the Term of this Agreement, it shall promptly advise the City Manager in writing of that fact and of the anticipated compensation it believes will be necessary to provide services that would expected to be provided through the end of the Term. At no time shall services be provided under this agreement if the provision of such services would cause the compensation owed to agency to exceed the amount set forth in this agreement or any additional amount authorized by the City Manager or City Council.

SECTION THREE.

PAYMENT

A. Payment for services provided city under and pursuant to this agreement shall be due upon invoice.

SECTION FOUR.

AGENCY-PROVIDED STAFF

Agency-provided staff who perform services for city under and pursuant to this agreement shall be bound by the provisions of this agreement and agency shall, at the request of city, furnish to city satisfactory evidence to that effect.

SECTION FIVE.

AGENCY REPRESENTATION

Agency represents and warrants that agency and its agency-supplied workers have the right to perform the services required under and pursuant to this agreement without violation of obligations to others, and that agency and its agency-supplied workers have the right to disclose to city all information transmitted to city in the performance of services under and pursuant to this agreement, and agency agrees that any information submitted to city, whether patentable or not, may be used fully and freely by city.

SECTION SIX.

DURATION AND TERMINATION

- A. This agreement shall become effective for the summer recreation season of 2020 as of the date stated above and shall continue for a period of one summer. In addition, this agreement may be terminated pursuant to the following:
 - 1. Immediately upon death or incapacity of any person employed or supplied by agency who, in the sole opinion of city, was essential for the successful performance of agency's obligation under and pursuant to this agreement; or
 - 2. By either party, with or without cause at any time, upon thirty days' prior written notice.
- B. The obligations of agency under Sections Five and Six above shall survive any expiration or termination of this agreement.

SECTION SEVEN.

INDEPENDENT CONTRACTOR

The status of agency is that of an independent contractor and not of an agent or employee of city and, as such, agency shall not have the right or power to enter into any contracts, agreements, or any other commitments on behalf of city.

SECTION EIGHT.

INSURANCE AND INDEMNITY

Agency shall maintain in full force and effect, and upon the request of city, shall furnish evidence satisfactory to city that agency maintains the following insurance coverage:

A. Comprehensive general liability insurance in the minimum amount of \$2,000,000 combined single limit that will cover any and all losses to city property, property of third parties, or personal injuries, including death, caused by the acts or omissions of agency.

B. Agency will carry Workers' Compensation and Employer's Liability Insurance in accordance with applicable law.

C. Indemnity. Each party shall indemnify, defend and hold harmless the other party, to the extent allowed by law and in proportion to fault, against any and all third-party liability for claims, demands, costs or judgment (direct, incidental, or consequential) involving bodily injury, personal injury, death, property damage or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from the acts or omissions of its own officers, agents, employees or approval volunteers carried out pursuant to this agreement.

SECTION NINE.

ASSIGNMENT

The rights and obligations of agency under this agreement are personal to agency and may not be assigned or transferred to any other person, firm, corporation, agency, or other entity without the prior, express, and written consent of city.

SECTION TEN.

ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION ELEVEN.

NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

SECTION TWELVE.

GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California.

SECTION THIRTEEN

PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

SECTION FOURTEEN.

MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION FIFTEEN.

NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

In witness of the above, each party to this agreement has caused it to be executed on the date indicated below.

[Signature, titles and date(s) of signing]

Date: _____, 2020

Carolyn Fregulia, Executive Director
Amador County Recreation Agency

Date: _____, 2020

Attachment: Exhibit A

EXHIBIT A

The scope of work includes:

1. The hiring and supervision of lifeguard staff by agency. All lifeguards will hold the following certificates:

Completion of Lifeguard Training, CPR & First Aid Certificates

Water Safety Instructor (WSI) is an optional certificate, and is not required to be held to perform lessons.

Hourly Rates:

Beginning Lesson Teacher: \$13.00 per hour to \$13.25 per hour depending on experience.

First-year Lifeguard with proper certification. (Lifeguard I): \$13.00 per hour

Experienced Lifeguard with proper certification and two to five years' experience (Lifeguard II):
\$13.25 - \$13.50 per hour

Pool Manager/Lead Lifeguard: \$13.50 per hour

Pool Supervisor: \$13.50 - \$14.00

Pool Managers are responsible for direct supervision of deck staff, scheduling and facility opening & closing, deposit of gate revenue.

2. ACRA will provide staffing, scheduling and implementation of lessons and special events at the pool in accordance with the requests of city as provided for in Section One of this Agreement.

2019

DAILY REPORT

Pool: _____

Date: _____

Swimmers

	Local	Non-Local	Total Admissions
17 yrs & Under \$4			\$
18 yrs - 54 yrs \$5			\$
Seniors (55+) \$4			\$
Lap Swim \$4			\$
Night Swim \$4			\$
Swim Passes			

Passes & Classes

One Week Swim Lessons	\$30		\$
Two Week Swim Lessons	\$50		\$
Family Season Pass	\$145		\$
Additional Family Member Season	\$15		\$
Family Monthly Pass	\$80		\$
Additional Family Member Monthly	\$5		\$
Individual Season Pass	\$55		\$
Individual Monthly Pass	\$40		\$
Season Lap Swim Pass	\$50		\$
Monthly Lap Swim Pass	\$35		\$
Aqua Aerobics Season Pass	\$110		\$
Aqua Aerobics Monthly Pass	\$60		\$
Parent/Child Aquatics Class	\$30		\$
Special Needs Children's Class	\$50		\$
			\$

Cash and Check Details

Totals

Penny(ies)	\$	One(s)	\$	Number of Swimmers	
Nickel(s)	\$	Five(s)	\$	Number of Passes	
Dime(s)	\$	Ten(s)	\$	Cash of Swimmers	\$
Quarter(s)	\$	Twenty(ies)	\$	Cash of Passes	\$
Checks	\$	Other	\$	Cash of Lessons	\$

Total Deposit: _____

Total Swimmers: _____

Shift Lead Signature

Date

2019

Checks for Deposit:

[illegible]

Agenda Item

8

DATE: March 12, 2020

TO: Mayor Wratten and City Council Members

FROM: Wastewater Committee

SUBJECT: Replacement of a Floating Brush Aerator at the Waste Water Treatment Plant

RECOMMENDED ACTION: The Waste Water Committee is recommending that Council approve the purchase of a new Floating Brush Aerator at the Waste Water Treatment Plant to replace a unit that is worn out and the parts to rebuild a second unit that is starting to fail.

FISCAL IMPACT: Cost to purchase the new unit is \$29,932.74 (includes tax and freight) and the parts to rebuild a second ECS House Industries Floating Brush Aerator in the amount of \$9,425.46 plus shipping. Total amount - \$39,358.20 plus shipping.

BACKGROUND: At the February 18th City Council meeting, Council tabled the decision to purchase a new 7.5hp ECS House Industries Floating Brush Aerator and review the option of rebuilding the unit. As stated in the February 18, 2020 Council staff report, the City currently utilize five ECS House Industries Floating Brush Aerators at the Waste Water Treatment Plant. Four of them were purchased and installed sometime before 2004. The last unit was purchased and installed in 2004.

On Thursday March 5, 2020, members of the Wastewater Committee had the opportunity to inspect the non-operative brush aerator and look at other units that would need to be repaired or replaced in the near future.

The Wastewater Committee addressed this issue at their March 11th meeting and is recommending that Council purchase a new 7.5hp ECS House Industries Floating Brush Aerator to replace the unit that has failed and to purchase the parts to totally rebuild a second unit that is showing signs.

The Committee also asked staff to budget funds to replace a floating brush aerator every year until all five of the units are of the latest design. The new brush aerators have a sealed drive train enclosure are designed to water intrusion

ATTACHMENTS: Price quote for a 7.5hp ECS House Industries Floating Brush Aerator.

Price quote for the parts to rebuild a 7.5hp ECS House Industries Floating Brush Aerator with a 96" powder coated brush.

Informational Brochure on ECS House Industries Floating Brush Aerators



Date: January 8, 2020

Attention: Perc Water/City of Ione, California

Our Ref: 02122020-023-JCH

ECS House Industries, Inc. is pleased to offer the following scope of equipment & service for the Ione, California WWTP.

Floating Brush Aerator

ECS House Industries will provide one (1) 7.5hp, SDB120TA3253075SS Floating Brush Aerator based on equipment build, services, and quotation enclosed.

Each aerator shall be equipped with:

- WEG, Nema Premium Efficient, 1800 RPM, Three Phase, 230/460 volt, TEFC Electric Motor
- Double-Sealed Drive Housing shall be constructed of 304L Stainless Steel
- Rotor assembly shall be constructed of 304L Stainless Steel
- Rotor brushes shall be constructed of 304L Stainless Steel
- Anchoring System shall not restrict the aerator assembly's floatation, and shall operate continuously with 3' water fluctuations
- Aerator Main Frame shall be constructed of 304L Stainless Steel, Schedule 40 pipe and 7 gauge material
- Floatation Attachment Bands, Foam-Filled Floatation Tanks, Motor Shield, & Non-Drive End Bearing Cover shall be constructed from 304L stainless steel.
- 304L stainless steel, foam-filled floatation tanks
- 316 Stainless Steel Drive & Non-Drive End Shafts
- Drive & Non-Drive End Shafts shall be piloted, bolted-in stub shaft assemblies

- Adjustable Linkage shall be fabricated from 304L Stainless Steel and shall be capable of changing the rotor's operating blade depth
- Dodge Gear Reducer with "quick connect" oil change system and a minimum service factor of 2.0.
- Dodge Gear Reducers shall mount to the rotor drive shaft with tapered bushings and will only use roller bearings. Input shaft and output hub seals shall be constructed with double-seals to protect against water infiltration
- Dodge Raptor Couplers that absorb start-up forces and allow for four (4) degrees of misalignment
- Grease Lubricated Drive & Non-Drive End Bearings shall be equipped with grease lube sites
- Lifting Devices shall be welded to the main frame of the aerator in order to unload and remove the entire floating brush aerator assembly

Quality Assurance & Performance:

- ECS House Industries, Inc. Floating Brush Aerators meets all quality assurance and performance requirements.

Delivery:

- ECS House Industries, Inc. will deliver the floating brush aerators and accessories on a flatbed truck
- 7.5hp, ECS House Industries, Inc. Floating Brush Aerator:

- A) 7.5hp Overall Length: 17'6"
- B) 10hp Overall Width: 10'
- C) 10hp Overall Weight: 2,300 lbs.

- CONTRACTOR/OWNER will be responsible for the unloading of the equipment, floatation tank attachment, final splash shield assembly, electrical termination, and placing/anchoring the aerator in the treatment pond. CONTRACTOR/OWNER will be responsible for final assembly, installation, and aerator start-up.
- Each electric motor shall operate at a 90% load based on the nameplate data
- After the Floating Brush Aerator is operating properly, ECS House Industries, Inc. will provide documentation to the Owner and Manufacturer certifying the Floating Brush Aerator is operating properly
- The Floating Brush Aerator and accessories shall be delivered to the customer in 6-8 weeks
- Submittals will be sent to the Contractor two (2) weeks after receipt of purchase order agreement. O&M Manuals shall be delivered to the Contractor one (1) week before the Floating Brush Aerator shipment

Warranty:

- The manufacturer of the aeration equipment shall warrant the equipment to be free from defects in materials and workmanship for a period of twelve (12) months after start-up & Owner acceptance

Total pricing for Scope of Equipment including delivery and start-up:

One (1) 7.5hp, Model SDB096TA3253075SS Floating Brush Aerators (\$24,745.00 each)	
Total:	\$24,745.00
Tax @ 7.75%	\$2,187.74
Freight: \$3,000	\$3,000.00
Grand Total:	\$29,932.74

Items Not Included in Pricing:

- Electrical connectors/connections and wiring installation
- Control Panel Installation and Pricing not included
- Loading/Unloading of equipment

Terms & Conditions:

- The terms & conditions of ECS House Industries, Inc. are 100% due 30 days after aeration equipment delivery.

Scope of Equipment offered by:

Chad House
CEO, ECS House Industries, Inc.
3720 Highway 1 South
Cherry Valley, Arkansas 72324

(870) 945-0880 Cell
(870) 588-3773 Office

ECS House Industries, Inc.
Cherry Valley, AR 72324

Phone: 870-588-3773

Quote

Date	Quote #
2/25/2020	2717

Name / Address	
Perc Water 959 South Coast Drive Suite 315 Costa Mesa, CA 92626	
Item	Description
MFG000982L	Angle, Rotor Side Geardrive Mounting Left Hand (For TA3)
MFG000982R	Angle, Rotor Side Geardrive Mounting Right Hand (For TA3)
MFG000962L	Angle, Motor Side Geardrive Mount Left Hand (For TA3)
MFG000962R	Angle, Motor Side Geardrive Mount Right Hand (For TA3)
5GDR903001W	Gear Reducer, TA3 25:1 Ratio W/ Seals Changed And Modification Labor
MFG005835	Assy, E5 Raptor Coupling TA3 7.5/10HP (Replaces MFG000697)
MFG005961	Assy, Tail Bearing Bracket W/ Splash Shield (Complete Pre- Assy) (For SDBTA3)
5MTRWEG00718ET3E2...	Motor, 7.5 HP 3PH Weg
Misc. 1	MFG000892 Motor Shield Assy. SDD120TA3
Quote does not include freight.	
Notes:	
Quote is Good For (30) Thirty Days!	

959 South Coast Drive Suite 315 Costa Mesa, CA 92626		Terms Net 15		Rep	FOB	Project	
Item	Description				Qty	Each	Total
MFG000982L	Angle, Rotor Side Geardrive Mounting Left Hand (For TA3)				1	24.05	24.05T
MFG000982R	Angle, Rotor Side Geardrive Mounting Right Hand (For TA3)				1	24.05	24.05T
MFG000962L	Angle, Motor Side Geardrive Mount Left Hand (For TA3)				1	40.80	40.80T
MFG000962R	Angle, Motor Side Geardrive Mount Right Hand (For TA3)				1	40.80	40.80T
5GDR903001W	Gear Reducer, TA3 25:1 Ratio W/ Seals Changed And Modification Labor				1	2,858.57	2,858.57T
MFG005835	Assy. E5 Raptor Coupling TA3 7.5/10HP (Replaces MFG000697)				1	388.99	388.99T
MFG005961	Assy, Tail Bearing Bracket W/ Splash Shield (Complete Pre- Assy) (For SDBTA3)				1	1,211.33	1,211.33T
5MTRWEG00718ET3E2...	Motor, 7.5 HP 3PH Weg				1	985.43	985.43T
Misc. 1	MFG000892 Motor Shield Assy. SDD120TA3				1	900.00	900.00T
Quote does not include freight.							
Notes:							
Quote is Good For (30) Thirty Days!					Subtotal		\$6,474.02
					Sales Tax (7.75%)		\$501.74
					Total		\$6,975.76

2449.70
9425.46
+ shipping

ECS House Industries, Inc.
Cherry Valley, AR 72324

Phone: 870-588-3773

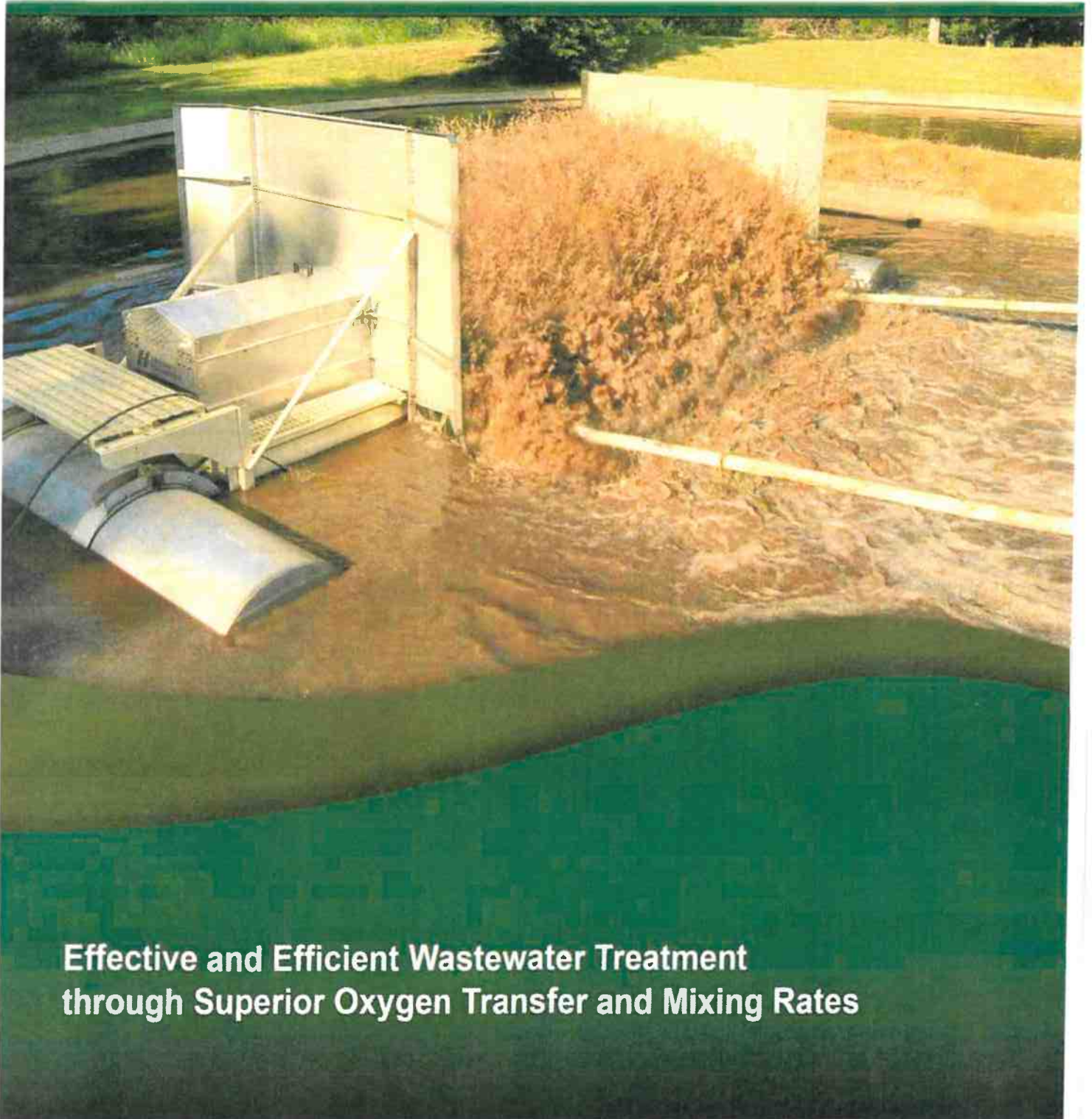
Quote

Date	Quote #
2/11/2020	2711

Name / Address	
Perc Water 959 South Coast Drive Suite 315 Costa Mesa, CA 92626	
Item	Description
MFG000897S1 MFG000897	Rotor, 96" (SS) (For SDD) Rotor, 96" <i>Penuder Contel</i> Quote does not include freight
Notes:	
Quote is Good For (30)Thirty Days!	

Terms	Rep	FOB	Project
Net 15			
Qty	Each	Total	
1	11,475.31	11,475.31T	
1	2,449.70	2,449.70T	
Subtotal		\$13,925.01	
Sales Tax (7.75%)		\$1,079.19	
Total		\$15,004.20	

Floating Brush Aerators



**Effective and Efficient Wastewater Treatment
through Superior Oxygen Transfer and Mixing Rates**



Performance

- ◆ Average SAE of 3.0 lbs. O_2 /hp/hr
- ◆ Average flow rates over 3,600 gpm/hp
- ◆ Unique horizontal flow pattern distributes highly oxygenated water while bringing in oxygen depleted water in a short cycle

Multiple Pond Applications

- ◆ Partial mix or complete mix
- ◆ Earth or lined ponds
- ◆ Shallow or deep ponds
- ◆ High solids ponds
 (Bio-storage, Sludge, Aerobic Digesters)

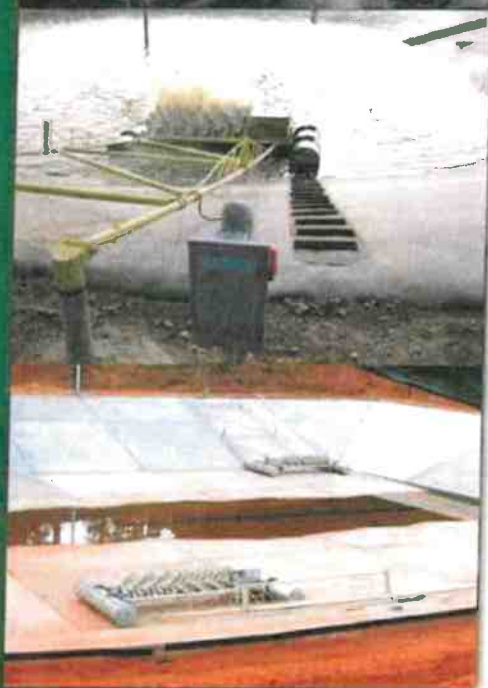
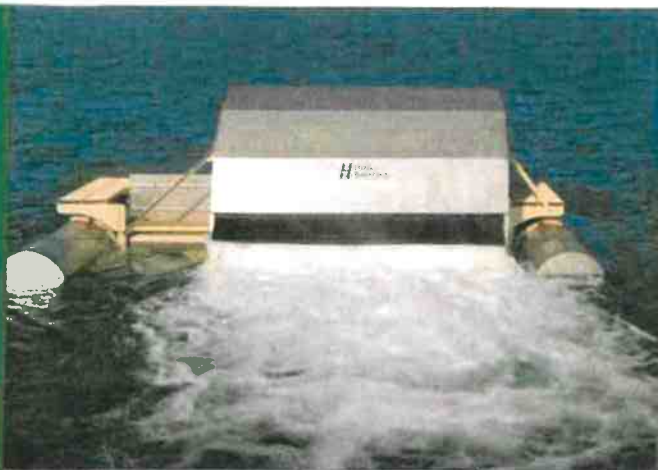
Multiple Tank Applications

- ◆ Oxidation Ditches
- ◆ SBR's
- ◆ Equalization Basins
- ◆ Square, Rectangular, or Round tanks



Complete mix of bio-solids storage lagoon





Unique Capabilities

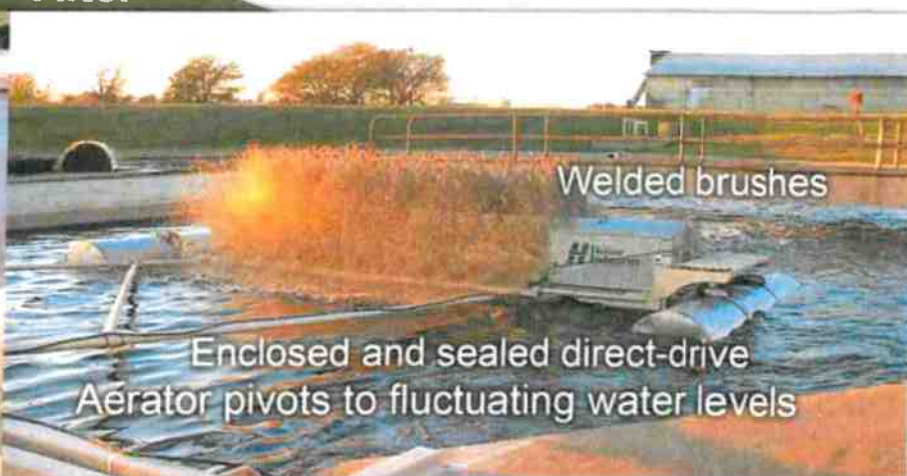
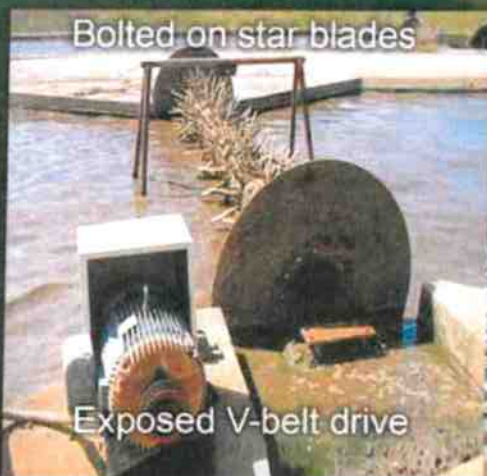
- ◆ Aerators can completely mix 10' deep ponds
- ◆ Aerators can be used to partially mix shallow ponds
- ◆ Reduce overall horsepower usage based on high oxygen transfer and flow rates
- ◆ Aerators can be cable anchored, levee anchored, or anchored with bollards
- ◆ Aerators can be equipped with splash shields & rotor covers to reduce aerosol sprays
- ◆ Aerators can be customized for ponds or tanks, and used in municipal and industrial wastewater applications
- ◆ Aerator operates at lower noise levels compared to conventional aerators & mixers

Reliability

- ◆ Powder coated mild steel or stainless steel provides durability in a variety of wastewater applications
- ◆ Simple and easy maintenance
- ◆ Satisfied customers (reference list available)
- ◆ Process guarantees are available

Before

After



ECS House Industries Floating Brush Aerators outperform all other Floating Brush Aerators on the market due to value added engineering and design.



- ◆ Only Floating Brush Aerator with a corrosion resistant, sealed drive-train enclosure.
- ◆ The only Floating Brush Aerator built with heavy enough materials to last 15-20 years.
- ◆ Custom retrofits for multiple wastewater applications are available.
- ◆ Engineered and designed for predictable and easy routine maintenance.
- ◆ ECS House Industries, Inc. provides the best customer service and support with Service Technicians that have over 75 years combined field service experience.

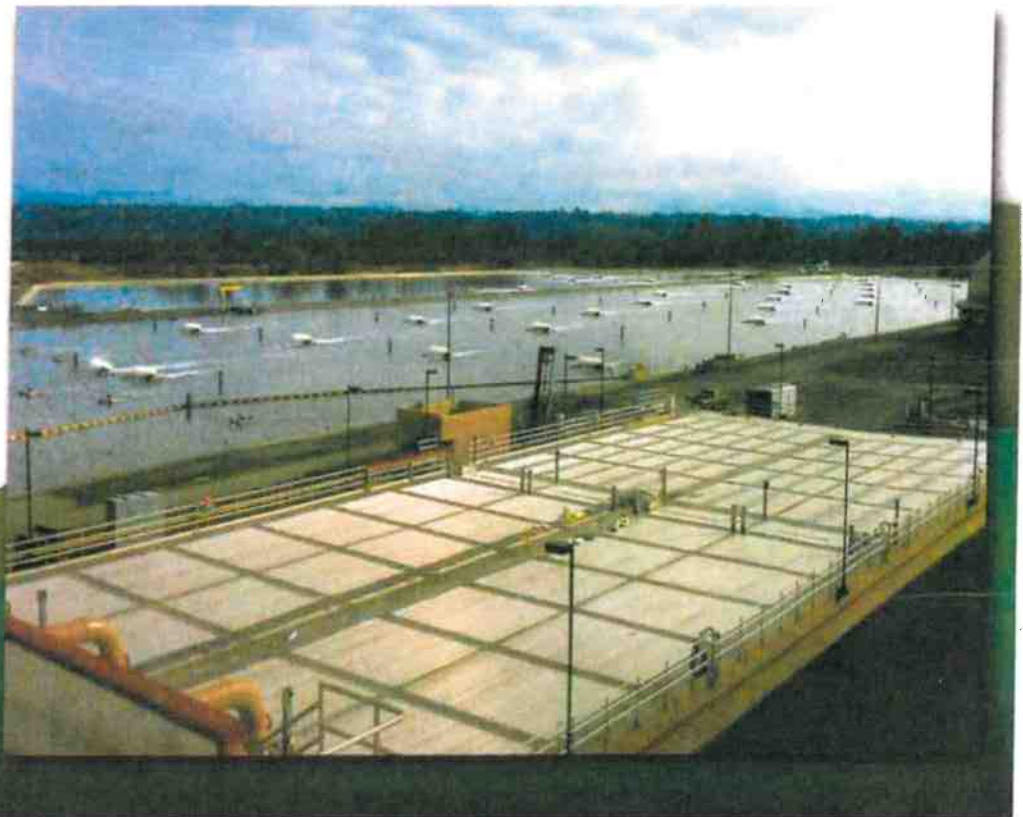


3720 Highway 1
P.O. Box 67
Cherry Valley, Arkansas 72324

wastewater@houseindustriesinc.com

www.houseindustriesinc.com

870.588.3773
870.588.4669 Fax



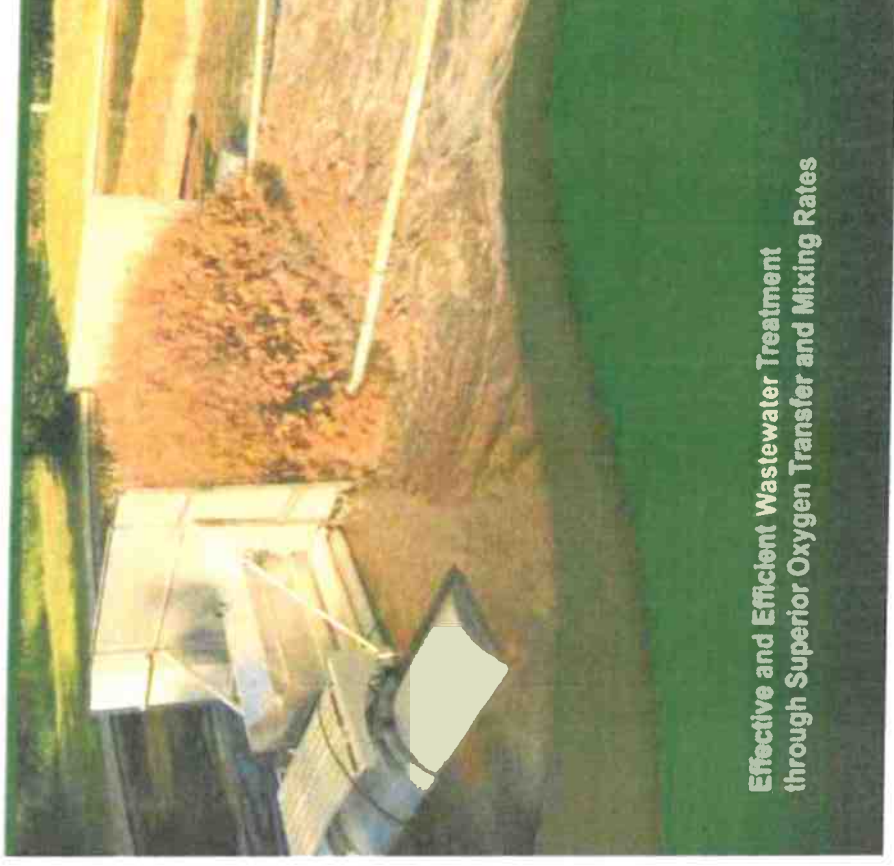
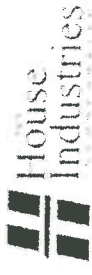
Wastewater Aeration

Enhance your wastewater process with better aeration and mixing

More efficient aeration and mixing reduces your wastewater plant's energy demand

Floating Brush Aerators can be used in complete or partial mixed lagoons, aerobic digesters, oxidation ditches, aeration basins, and equalization basins

Floating Brush Aerators



Effective and Efficient Wastewater Treatment
through Superior Oxygen Transfer and Mixing Rates

ECS House Industries, Inc.

What is a Floating Brush Aerator?

A floating brush aerator operates in wastewater by using a spinning, horizontal-rotor assembly that shears and mixes the wastewater

Welded brushes on the rotor assembly shear the wastewater and create fine bubbles that capture oxygen in the air and absorb oxygen into the wastewater

In addition to aeration, the unique horizontal flow pattern created by the floating brush aerator creates a mixing profile that mixes a much broader area when compared to other high-speed surface aerators



ECS House Industries, Inc.

Why use a floating brush aerator?

Floating brush aerators have about a 30% higher Standard Aeration Efficiency (SAE) when compared to aspirating and vertical turbine type aerators

In addition, floating brush aerators also have a much higher mixing rate (gpm/hp) than aspirating and vertical turbine type aerators

The floating brush aerators superior oxygen transfer and mixing rates create wastewater systems that operate with less horsepower.

Less hp=Less Energy= More Money



ECS House Industries, Inc.

Lagoon Application

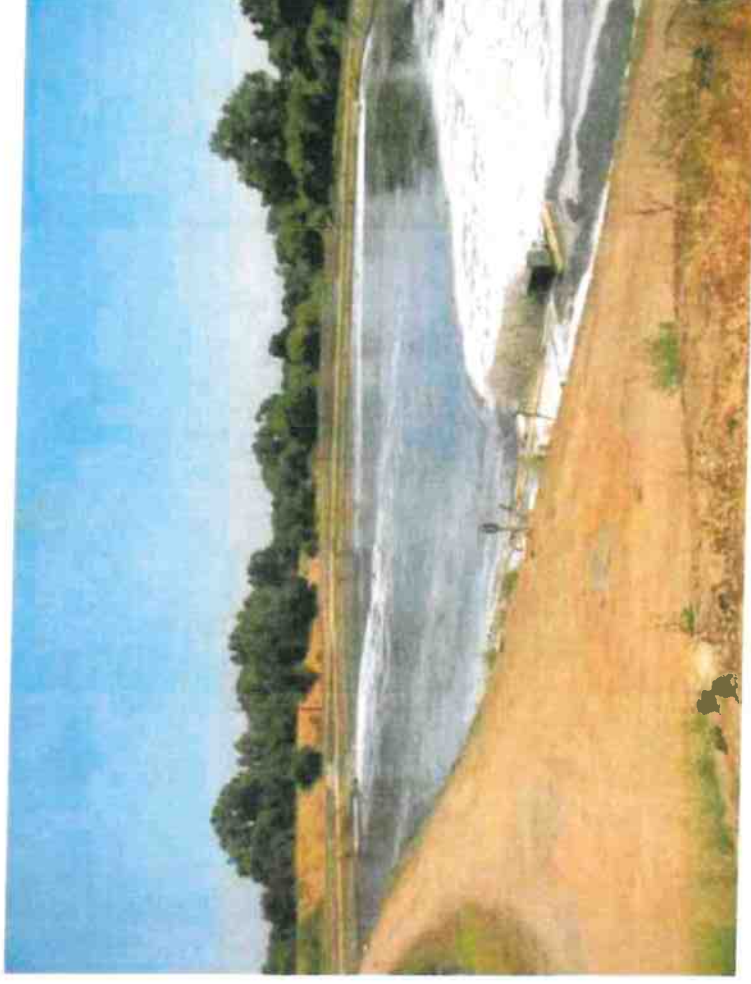
Floating Brush Aerator Advantages:

Shore Mounted Mooring System

Unique Horizontal Flow Pattern

Complete Oxygen Cap Across the Lagoon

Increased Oxygen Transfer & Mixing Produce a Higher Quality Effluent



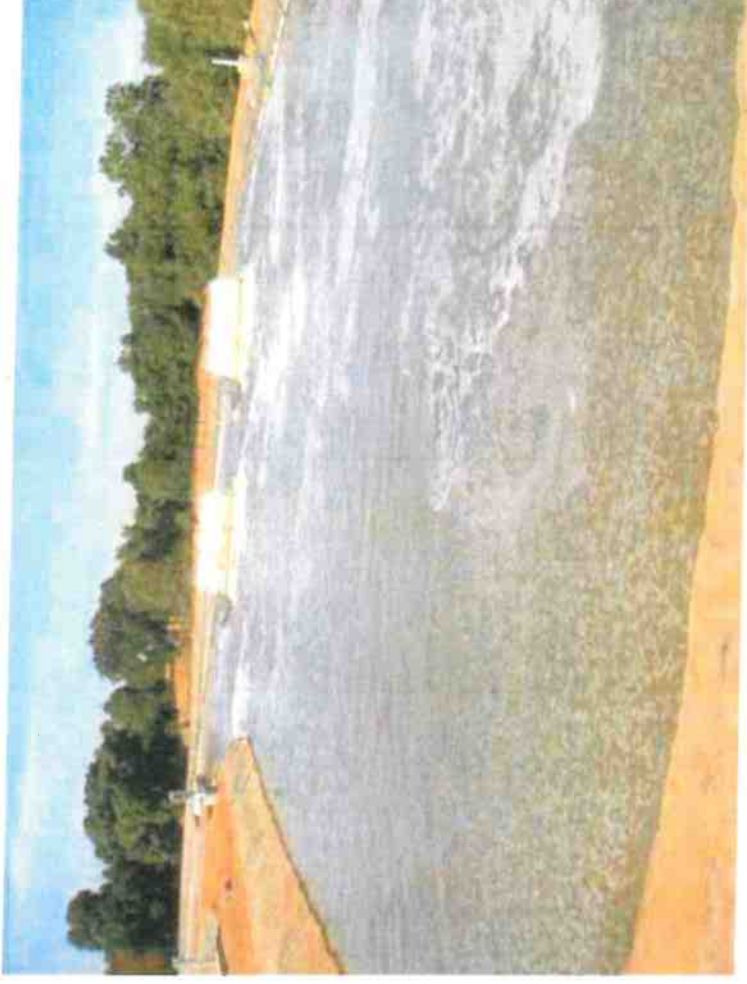
ECS House Industries, Inc.

Cable Anchored Lagoon Application

**Oxygen Cap covers entire lagoon
surface**

Easier to access the aerator

**Floating Brush Aerators only
have to use one cable versus
multiple anchoring cables**



ECS House Industries, Inc.

Aerial view

**Mixing profile of bio-solids
storage lagoon**

**Complete mix and oxygen cap
cover the lagoon's surface**



ECS House Industries, Inc.

Floating Brush Aerators

Oxidation Ditch Application

**20% Horsepower Reduction due
to Higher Oxygen Transfer &
Mixing Rates**

**Routine & Easy Maintenance
Create Less Downtime for Plant
Personnel**



ECS House Industries, Inc.

Oxidation Ditch

Custom retro-fit anchoring

Splash shields are standard

Access platforms

Floating brush aerators can pivot to fluctuating water levels, maximizing oxygen transfer and mixing at all times



ECS House Industries, Inc.

10hp Oxygen Transfer test

**@ 80% to 84% motor load we
Produce 3.1-3.2 lbs.O2/hp/hr**

**Compared to other surface
aerators:**

**Aspirating Aerators:
2.4 lbs.O2/hp/hr**

**Vertical Turbine Aerators:
2.2 lbs.O2/hp/hr**

Oxygen Transfer Test

Results of oxygen transfer test for the 10HP 4" Oxygenator Model 8000, using aerator
as described below. Test data and analysis is given below in Appendix A.

SA 17511
Referred Horsepower 8.7 (84% motor load)
SOTR 24.4 lbs/hr
SAR 3.1 lbs.O2/hp/hr

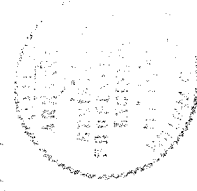
SA 17522
Referred Horsepower 7.9 (75% motor load)
SOTR 24.51 lbs/hr
SAR 3.1 lbs.O2/hp/hr

SA 17533
Referred Horsepower 8.2 (82% motor load)
SOTR 25.10 lbs/hr
SAR 3.1 lbs.O2/hp/hr

SA 17544
Referred Horsepower 8.4 (84% motor load)
SOTR 27.06 lbs/hr
SAR 3.2 lbs.O2/hp/hr

Referred Horsepower

25/1/11
2nd



Handwritten signature
Wm. H. H. H.

ECS House Industries, Inc.

5hp Mixing Test

12' from rotor: 4,135 gpm/hp

16' from rotor: 5,021 gpm/hp

20' from rotor: 5,103 gpm/hp

Aspirating & Vertical Turbine

Mixing rates range from

1,800-2,300 gpm/hp

Velocity Profile

Results of the velocity profile test for the SDH0591A2 Electric Horizontal-Rotor Floating Aerator are provided in Exhibit No. 3.

Pumping Rate

Results of the pumping rate calculations for the SDH0591A2 Electric Horizontal-Rotor Floating Aerator are summarized below. Copies of the calculations are provided in Appendix D.

Distance from Aerator's Rotor	Volumetric Flow Rate per Delivered Horsepower
12 feet	4,135 gpm/hp
16 feet	5,021 gpm/hp
20 feet	5,103 gpm/hp

Professional Engineer:

Wm. Craig Light
Wm. Craig Light, P.E.

12/6/12
Date



ECS House Industries, Inc.

Orbal Plant Retro-Fit

Unique anchoring system

Access to aerators

**Reduced overall horsepower by
35%**



ECS House Industries, Inc.

Value Added

Engineering & Design

**CNC Machined Stub-Shaft
assemblies**

Grease-Lubricated Bearings

Splash shields

Sealed, Direct-Drive

Rotor Assembly

Stainless Steel Flootation Tanks

Flootation Band Attachments

Heavy Duty, Pipe Frame

Adjustable Rotor Depth

Testing Facility



ECS House Industries, Inc.

**CNC Machined, Stub Shaft
Assemblies**

**Piloted, Bolt-In Stub Shaft
Assemblies**

**Shafts are true, less than .001
tolerance**

**Alignment of the shafts create a
smooth operation and a high-
speed direct-drive**

**Shaft replacements can occur in
the field**

**All shafts are fabricated from 316
stainless steel**



ECS House Industries, Inc.

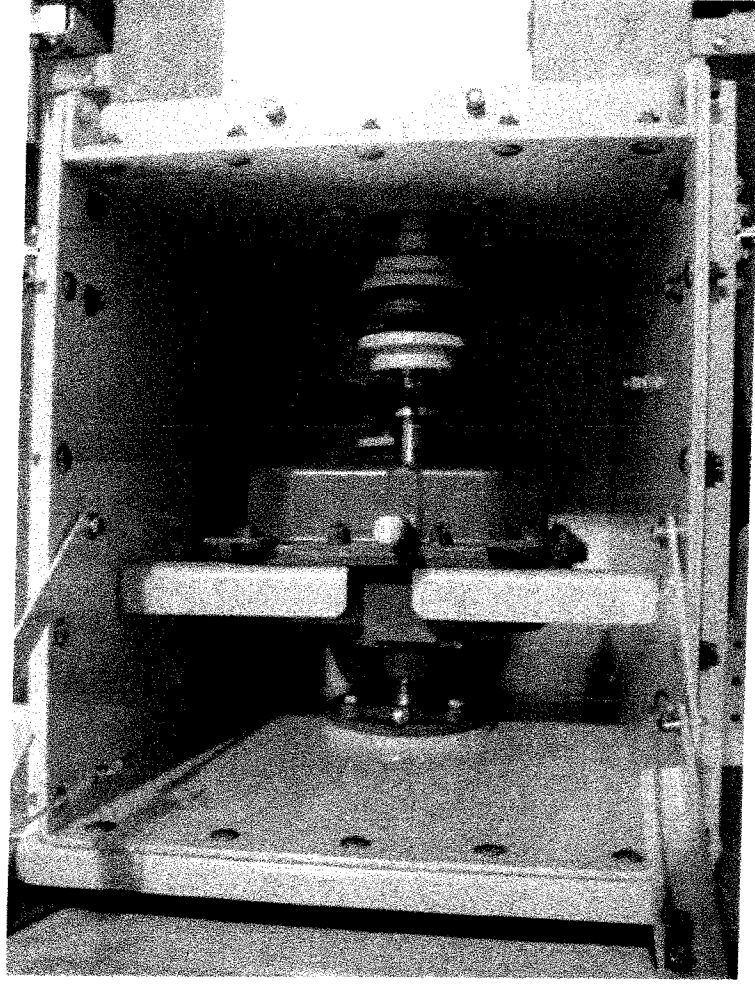
Enclosed, Direct-Drive

Sealed drive enclosure

High-speed coupled direct-drive

Internal fan for cooling

Easy access with hinged cover



ECS House Industries, Inc.

Oil Change Kit

**Oil change should occur every
2,500 hours**

**Battery operated and easy to
operate**



ECS House Industries, Inc.

Grease-Lubricated Bearings

Corrosion resistant, grease lubricated bearings

Lubricated automatically with a spring, loaded lube site

Refill grease approximately every 6 months

We do not use wastewater to lubricate bearings



ECS House Industries, Inc.

Splash Shields

Will not allow splash and/or debris to accumulate around drive enclosure and non-drive end bearing

Double-sealed protection will not allow debris to penetrate drive enclosure and non-drive end bearing enclosure

Double-seal also uses a flinger to ensure water and debris will not "wick" down the drive and non-drive shafts



ECS House Industries, Inc.

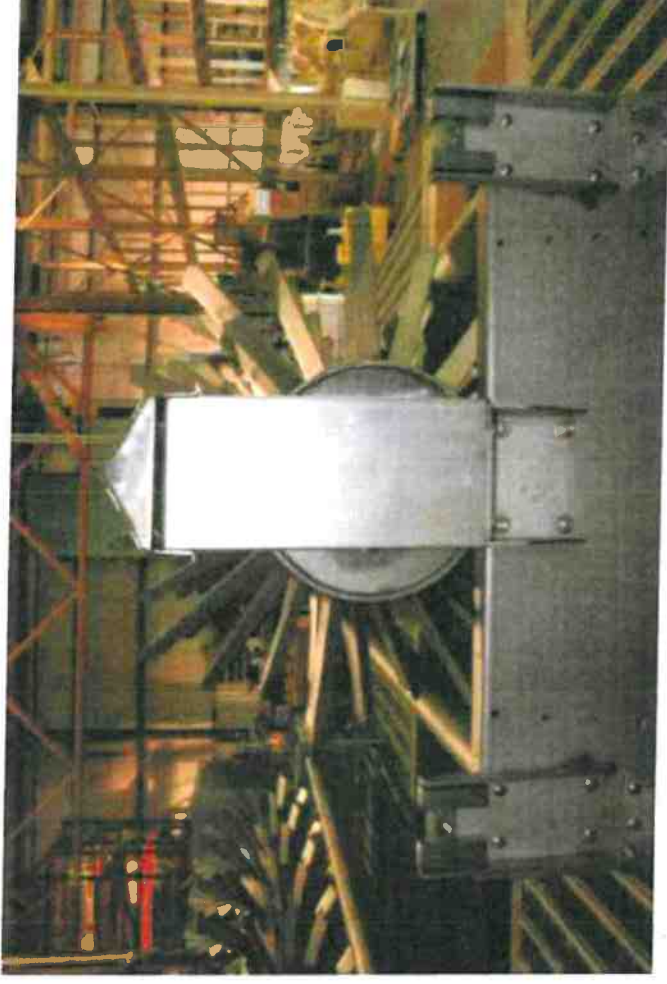
Rotor Assembly

Heavy walled, schedule 40 pipe

Our rotor pipe is twice as thick as the competition's rotor

Heavy walled rotor pipe will not deflect, warp due to the heat created by welding the brushes to the rotor pipe

Brushes are welded to the rotor pipe on both sides for added durability and strength



ECS House Industries, Inc.

Brush Assembly

Robotic Welder

Consistent welds

**Welds both sides of the brush to
the rotor pipe**



ECS House Industries, Inc.

Stainless Steel Flotation Tanks

304L stainless steel construction

16 gauge thickness

Pressure tested

Filled with closed-cell foam



ECS House Industries, Inc.

Floatation Band Attachments

304L stainless steel

7 gauge thickness

Extra support gussets

**Rubber insulator between band
and float used to prevent
electrolysis**

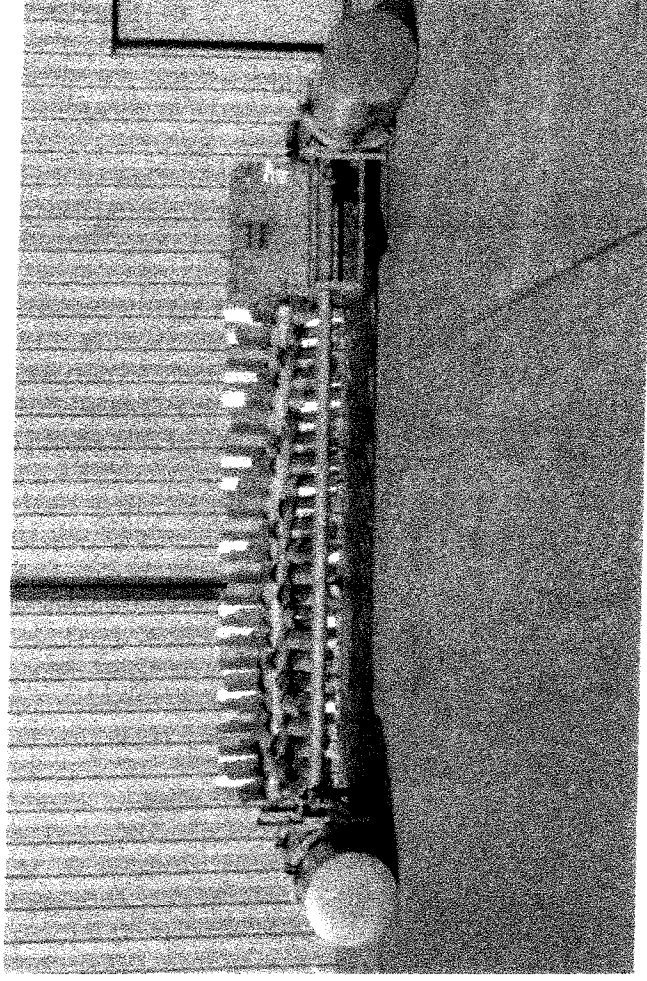


ECS House Industries, Inc.

Heavy Duty, Pipe Frame

Schedule 40 pipe frame

**Welded together for strength
and durability**



ECS House Industries, Inc.

Adjustable Rotor Depth

Four-point, rotor depth adjustment to assure proper amperage

Stainless steel all-threads with brass nuts are adjustable. Once set, re-adjustment is not necessary



ECS House Industries, Inc.

Testing Facility

On-site test pool for oxygen transfer & mixing tests

Research & development on different aerators sizes and custom retro-fit designs



ECS House Industries, Inc.

Chad House, CEO
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