



**CITY OF IONE**  
**IONE, CA 95640**

**REGULAR MEETING STARTS AT 6:00 PM**

AT 1 E. MAIN STREET, IONE, CA 95640  
AND VIA ZOOM

The City of Ione is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://zoom.us/j/2351961316?pwd=d3lWtW0zbVJlbpQNXBDQWtpZkRyUT09>

Meeting ID: 235 196 1316

Passcode: 95640

**Tuesday, March 5, 2024**

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

PLEASE LIMIT PUBLIC COMMENT/TESTIMONY TO FOUR MINUTES

Gov't. Code §54954.3

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

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

**6:00 P.M. REGULAR MEETING AGENDA**

**A. ROLL CALL**

**B. CLOSED SESSION:**

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

*Title: City Manager*

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

*Agency Representative: Legal Counsel*

*Unrepresented Employee: City Manager*

**CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**



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(Significant exposure to litigation pursuant to Paragraph (2) of subdivision (d) of Gov. Code § 54956.9); 1 case.

*If all matters are not completed prior to the regular meeting start time, the City Council will convene to Closed Session after the Regular Meeting ends or may be moved to the end of the agenda at the pleasure of the Mayor.*

**A. PLEDGE OF ALLEGIANCE**

**B. REPORT OUT OF CLOSED SESSION**

**C. APPROVAL OF AGENDA**

**D. PRESENTATIONS/ANNOUNCEMENTS:**

1. Swearing in of new Ione Police Officer Alondra Novoa
2. Swearing in of Corporal Joseph Andriola
3. Ione Police Department Heart of a Lion Award
4. Ione Police Department Special Awards

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

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

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

**F. INFORMATION ITEMS:**

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

1. Staff Report – City of Ione California Public Records Act Procedures

**G. CONSENT CALENDAR:**

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



**CITY OF IONE**  
**IONE, CA 95640**

1. Minutes of February 6, 2024
2. Warrants

**H. REGULAR AGENDA:**

1. Council member training – Council/City Manager Form of City Government  
*Recommendation: For information.*
2. Agreement with Portlock International  
*Recommendation: Discussion and Possible Action to provide direction to City Staff regarding Portlock Agreement.*

**I. REPORTS AND COMMUNICATIONS FROM CITY ATTORNEY**

**J. REPORTS AND COMMUNICATIONS FROM CITY MANAGER**

**K. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEMS**

**L. RESUME TO CLOSED SESSION IF NECESSARY**

**M. REPORT OUT OF CLOSED SESSION**

**N. ADJOURNMENT TO REGULAR MEETING ON MARCH 19, 2024**

**NOTICE REGARDING CHALLENGES TO DECISIONS**

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

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**ADA COMPLIANCE STATEMENT**

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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.



*CITY OF IONE*  
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Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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*CITY OF IONE*  
*IONE, CA 95640*

**Agenda Item #F1**

**DATE:** MARCH 5, 2024  
**TO:** THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL  
**FROM:** ANDY PINASCO, CITY ATTORNEY  
**SUBJECT:** CITY OF IONE - CALIFORNIA PUBLIC RECORDS ACT PROCEDURES

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**RECOMMENDED ACTION:**

No action recommended. Information only.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

At the February 20, 2024, regular City Council meeting, the Council requested that City staff provide a summary of the procedures in which the City administers requests for public records under the California Public Records Act. Below is a brief summary of the City's obligations as it relates to the California Public Records Act.

**I. SUMMARY OF CALIFORNIA PUBLIC RECORDS ACT**

In accordance with the California Public Records Act ("CPRA"), the City of Ione ("City") provides access to inspect public records, except those exempt from disclosure by the law. Public records are defined as "any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics." (Government Code § 7920.530).

**II. PUBLIC RECORDS REQUEST**

A public records request is different than a question or series of questions posed to the City. CPRA creates no duty to answer written or oral questions submitted by members of the public. However, if an existing and readily available record contains information that would directly answer a question, it is advisable to either answer the question or provide access to a public record that would respond to the question.

**III. RESPONDING TO A PUBLIC RECORDS REQUEST**

Public records are open to inspection at all times during the office hours of the City and every person has a right to inspect any public record. This does not mean that the requester has the right to demand to see a record and immediately gain access to it. The right to inspect is

constrained by an implied rule of reason to protect records against theft, mutilation, or accidental damage, in addition to preventing interference with the orderly functioning of the City's office.

CPRA requires the City to respond promptly, but no later than 10 calendar days from the receipt of the request, to notify the requester whether records will be disclosed. The response does not mean that the responsive records will be available for inspection within the 10-calendar day timeframe, rather, the response simply requires the City respond to the requester to indicate whether the records exist, whether they are exempt, or to work with the requester to clarify their request to assist in identifying the desired public records.

CPRA does not state how soon a requester seeking to inspect records must be provided access to them, however, it is generally assumed that the standard of promptness applies to making the public records available for inspection.

## **DISCUSSION:**

### **CITY OF IONE PROCEDURE**

Section 2.08.050.N, of Chapter 2.08, of Title 2 provides that the City's Clerk had a duty to "Oversee and supervise all public records requests; notes and submits requests that need to be reviewed by the city attorney before being fulfilled."

In carrying out the City Clerk's duty, the City has prepared a "Public Records Request" form to assist the public in making requests and to ensure that the request is appropriately documented for tracking City administrative purposes. This form is not required, rather is encouraged to assist the City in carrying out its administrative function.

Upon receipt of a public records request, the City Clerk then contacts the appropriate City departments to identify and locate any public records that may be responsive to the request.

Once the responsive documents have been identified, the City Clerk then submits any responsive records to the City Attorney for review to provide guidance on any exempt records or portions thereof.

After the City Attorney's review, the City Clerk either provides copies of the non-exempt responsive records to the requester or makes the non-exempt responsive records available for inspection.

## **ATTACHMENTS:**

None.

Invoice Number	Seq.#	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount
<b>ABC PLUMBING HEATING &amp; AIR COND INC</b>								
I4740	1	HYDRO VAC CLEAN EDGEBROOK 1/2/3 SOUTH OF LIFT STATIONS/HEADWORKS/GRIT CHANNEL	02/09/24	02/24	3111-92-6193	0	MAINT OF COLLECTION SYSTEM	3,080.00
Total I4740:								3,080.00
I4751	1	HYDRO MAINTENANCE SHAKELEY/VIOLET/W JACKSON	02/15/24	02/24	3111-92-6193	0	MAINT OF COLLECTION SYSTEM	7,507.50
Total I4751:								7,507.50
<b>ACTUARIAL RETIREMENT CONSULTING LLC</b>								
1705	1	GASB VALUATION AND DISCLOSURE REORT	02/17/24	02/24	1111-65-6215	0	PROF & SPEC SERV. - OTHER	2,750.00
Total 1705:								2,750.00
<b>AMADOR COUNTY SHERIFF'S DEPT</b>								
42022120	1	JANUARY 2024 RIMS ANNUAL SUPPORT	02/12/24	02/24	1111-70-6220	0	OTHER CONTRACTUAL SERVICES	377.77
42022120	2	JANUARY 2024 RIMS ANNUAL SUPPORT	02/12/24	02/24	9670-70-6220	0	OTHER CONTRACTUAL SERVICES	309.08
Total 42022120:								686.85
<b>AMADOR WATER AGENCY</b>								
42021020	1	005018-001 RAW WATER HOWARD PARK	02/01/24	02/24	1111-92-6170	0	UTILITIES	1,788.25
42021020	2	005018-002 22 W JACKSON ST	02/01/24	02/24	1111-75-6170	0	UTILITIES	41.35
42021020	3	005018-002 22 W JACKSON ST	02/01/24	02/24	9675-75-6170	0	UTILITIES	13.78
42021020	4	005018-002 22 W JACKSON ST	02/01/24	02/24	9613-75-6170	0	UTILITIES	13.78
42021020	5	005018-003 1 E MAIN ST	02/01/24	02/24	1111-65-6170	0	UTILITIES	99.29
42021020	6	005018-003 1 E MAIN ST	02/01/24	02/24	2111-65-6170	0	UTILITIES	16.55
42021020	7	005018-003 1 E MAIN ST	02/01/24	02/24	3111-65-6170	0	UTILITIES	33.10
42021020	8	005018-003 1 E MAIN ST	02/01/24	02/24	9670-65-6170	0	UTILITIES	8.27
42021020	9	005018-003 1 E MAIN ST	02/01/24	02/24	9675-65-6170	0	UTILITIES	8.27
42021020	10	005018-004 39 MAIN & PRESTON AVE	02/01/24	02/24	1111-92-6170	0	UTILITIES	68.91
42021020	11	005018-005 OAKRIDGE DRIVE	02/01/24	02/24	1111-92-6170	0	UTILITIES	291.13
42021020	12	005018-006 846 SUTTER LN	02/01/24	02/24	1111-92-6170	0	UTILITIES	68.91
42021020	13	005018-007 CASTLE OAKS ENTRANCE	02/01/24	02/24	8221-92-6170	0	UTILITIES	152.23
42021020	14	005018-008 437 QUAIL HOLLOW DR	02/01/24	02/24	1111-92-6170	0	UTILITIES	113.11
42021020	15	005018-009 431 QUAIL HOLLOW DR	02/01/24	02/24	1111-92-6170	0	UTILITIES	113.11
42021020	16	005018-010 425 QUAIL HOLLOW DR	02/01/24	02/24	1111-92-6170	0	UTILITIES	68.91
42021020	17	005018-011 ES HWY 124	02/01/24	02/24	1111-92-6170	0	UTILITIES	532.95

Invoice Number	Seq.#	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount
42021020	18	005018-012 1600 W MARLETTE ST	02/01/24	02/24	1111-92-6170	0	UTILITIES	127.63
42021020	19	005018-013 MAIN ST & SACRAMENTO	02/01/24	02/24	1111-92-6170	0	UTILITIES	68.91
42021020	20	005018-014 305 S MILL ST	02/01/24	02/24	1111-92-6170	0	UTILITIES	68.91
42021020	21	005018-015 10100 FIVE MILE DR	02/01/24	02/24	1111-92-6170	0	UTILITIES	73.33
42021020	22	005018-016 ES HWY 124	02/01/24	02/24	1111-92-6170	0	UTILITIES	475.49
42021020	23	005018-017 POPLAR ST	02/01/24	02/24	1111-92-6170	0	UTILITIES	152.23
42021020	24	005018-018 600 PRESTON AVE	02/01/24	02/24	1111-75-6170	0	UTILITIES	73.17
42021020	25	005018-018 600 PRESTON AVE	02/01/24	02/24	9675-75-6170	0	UTILITIES	24.39
42021020	26	005018-018 600 PRESTON AVE	02/01/24	02/24	9613-75-6170	0	UTILITIES	24.39
42021020	27	005018-024 17 E MAIN ST	02/01/24	02/24	1111-92-6170	0	UTILITIES	68.91
42021020	28	006157-000 SEWER LIFT STATION	02/01/24	02/24	3111-92-6170	0	UTILITIES	68.91
42021020	29	006352-000 CASTLE OAKS MEDIAN 1	02/01/24	02/24	8221-92-6170	0	UTILITIES	68.91
42021020	30	006352-001 CASTLE OAKS MEDIAN 2	02/01/24	02/24	8221-92-6170	0	UTILITIES	68.91
42021020	31	006352-002 CASTLE OAKS MEDIAN 3	02/01/24	02/24	8221-92-6170	0	UTILITIES	68.91
Total 42021020:								4,864.90
<b>AT&amp;T CALNET 3</b>								
21220259	1	FIRE PHONE	02/06/24	02/24	1111-75-6160	0	COMMUNICATIONS	17.63
21220259	2	FIRE PHONE	02/06/24	02/24	9675-75-6160	0	COMMUNICATIONS	5.88
21220259	3	FIRE PHONE	02/06/24	02/24	9613-75-6160	0	COMMUNICATIONS	5.88
Total 21220259:								29.39
21220260	1	FIRE PHONE	02/06/24	02/24	1111-75-6160	0	COMMUNICATIONS	51.02
21220260	2	FIRE PHONE	02/06/24	02/24	9675-75-6160	0	COMMUNICATIONS	17.01
21220260	3	FIRE PHONE	02/06/24	02/24	9613-75-6160	0	COMMUNICATIONS	17.01
Total 21220260:								85.04
42021020	1	BAN 9391064373	02/01/24	02/24	1111-70-6160	0	COMMUNICATIONS	21.26
42021020	2	BAN 9391064373	02/01/24	02/24	9670-70-6160	0	COMMUNICATIONS	17.39
Total 42021020:								38.65
42026020	1	ADMIN PHONE	02/06/24	02/24	1111-65-6160	0	COMMUNICATIONS	136.45
42026020	2	ADMIN PHONE	02/06/24	02/24	2111-65-6160	0	COMMUNICATIONS	22.74
42026020	3	ADMIN PHONE	02/06/24	02/24	3111-65-6160	0	COMMUNICATIONS	45.48
42026020	4	ADMIN PHONE	02/06/24	02/24	9670-65-6160	0	COMMUNICATIONS	11.37
42026020	5	ADMIN PHONE	02/06/24	02/24	9675-65-6160	0	COMMUNICATIONS	11.37

Invoice Number	Seq.#	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount
42026020	6	POLICE PHONE	02/06/24	02/24	1111-70-6160	0	COMMUNICATIONS	125.08
42026020	7	POLICE PHONE	02/06/24	02/24	9670-70-6160	0	COMMUNICATIONS	102.34
42026020	8	FIRE PHONE	02/06/24	02/24	1111-75-6160	0	COMMUNICATIONS	109.16
42026020	9	FIRE PHONE	02/06/24	02/24	9675-75-6160	0	COMMUNICATIONS	36.39
42026020	10	FIRE PHONE	02/06/24	02/24	9613-75-6160	0	COMMUNICATIONS	36.39
42026020	11	BUILDING PHONE	02/06/24	02/24	1111-85-6160	0	COMMUNICATIONS	181.93
42026020	12	PW PHONE	02/06/24	02/24	1111-92-6160	0	COMMUNICATIONS	30.93
42026020	13	PW PHONE	02/06/24	02/24	2111-92-6160	0	COMMUNICATIONS	30.02
42026020	14	PW PHONE	02/06/24	02/24	3111-92-6160	0	COMMUNICATIONS	30.02
Total 42026020:								909.67
<b>ATT MOBILITY</b>								
829264128X021620	1	ACCT 829264128	02/08/24	02/24	1111-92-6160	0	COMMUNICATIONS	26.41
829264128X021620	2	ACCT 829264128	02/08/24	02/24	2111-92-6160	0	COMMUNICATIONS	19.80
829264128X021620	3	ACCT 829264128	02/08/24	02/24	3111-92-6160	0	COMMUNICATIONS	19.80
Total 829264128X02162024:								66.01
<b>BENEFIT COORDINATORS CORP.</b>								
42021030	1	ADMIN DENTAL/VISION	02/01/24	02/24	1111-65-5211	0	HEALTH INS	195.42
42021030	2	ADMIN DENTAL/VISION	02/01/24	02/24	2111-65-5211	0	HEALTH INS.	32.57
42021030	3	ADMIN DENTAL/VISION	02/01/24	02/24	3111-65-5211	0	HEALTH INS	65.14
42021030	4	ADMIN DENTAL/VISION	02/01/24	02/24	9670-65-5211	0	HEALTH INS	16.29
42021030	5	ADMIN DENTAL/VISION	02/01/24	02/24	9675-65-5211	0	HEALTH INS	16.29
42021030	6	RETIREE DENTAL/VISION	02/01/24	02/24	1111-94-5225	0	HEALTH INS. - RETIREE	313.36
42021030	7	RETIREE DENTAL/VISION	02/01/24	02/24	3111-94-5225	0	HEALTH INS	78.34
42021030	8	POLICE DENTAL/VISION	02/01/24	02/24	1111-70-5211	0	HEALTH INS	503.58
42021030	9	POLICE DENTAL/VISION	02/01/24	02/24	9670-70-5211	0	HEALTH INS	412.02
42021030	10	FIRE DENTAL/VISION	02/01/24	02/24	1111-75-5211	0	HEALTH INS	271.26
42021030	11	FIRE DENTAL/VISION	02/01/24	02/24	9675-75-5211	0	HEALTH INS	90.42
42021030	12	FIRE DENTAL/VISION	02/01/24	02/24	9613-75-5211	0	HEALTH INS	90.42
42021030	13	BUILDING DENTAL/VISION	02/01/24	02/24	1111-85-5211	0	HEALTH INS	51.80
42021030	14	PW DENTAL/VISION	02/01/24	02/24	1111-92-5211	0	HEALTH INS	62.08
42021030	15	PW DENTAL/VISION	02/01/24	02/24	2111-92-5211	0	HEALTH INS	60.26
42021030	16	PW DENTAL/VISION	02/01/24	02/24	3111-92-5211	0	HEALTH INS	60.26
Total 42021030:								2,319.51

Invoice Number	Seq.#	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount
<b>BIG VALLEY PRINTING</b>								
7673	1	5000 #10 WINDOW ENVELOPES	02/13/24	02/24	3111-65-6111	0	OFFICE EXPENSE	591.75
Total 7673:								591.75
<b>CAMPBELL CONSTRUCTION GENERAL</b>								
3015	1	CHLORINE TANK PLUMBING SEWER PLANT	02/12/24	02/24	3111-92-6203	0	REPAIR & MAINT	2,980.00
Total 3015:								2,980.00
<b>DE LAGE LANDEN INC.</b>								
81960963	1	ADMIN COPIER LEASE	02/10/24	02/24	1111-65-6220	0	OTHER CONTRACTUAL SERVICES	147.52
81960963	2	ADMIN COPIER LEASE	02/10/24	02/24	2111-65-6220	0	OTHER CONTRACTUAL SERVICES	24.59
81960963	3	ADMIN COPIER LEASE	02/10/24	02/24	3111-65-6220	0	OTHER CONTRACTUAL SERVICES	49.17
81960963	4	ADMIN COPIER LEASE	02/10/24	02/24	9670-65-6220	0	OTHER CONTRACTUAL SERVICES	12.29
81960963	5	ADMIN COPIER LEASE	02/10/24	02/24	9675-65-6220	0	OTHER CONTRACTUAL SERVICES	12.29
81960963	6	POLICE COPIER	02/10/24	02/24	1111-70-6220	0	OTHER CONTRACTUAL SERVICES	52.01
81960963	7	POLICE COPIER	02/10/24	02/24	9670-70-6220	0	OTHER CONTRACTUAL SERVICES	42.55
81960963	8	BUILDING COPIER	02/10/24	02/24	1111-85-6220	0	OTHER CONTRACT SERVICES	37.83
Total 81960963:								378.25
<b>DEPARTMENT OF JUSTICE</b>								
712479	1	FINGERPRINT APPS/INDEX CK/PEACE OFFICER	02/05/24	02/24	1111-70-6120	0	SPECIAL DEPARTMENTAL	89.10
712479	2	FINGERPRINT APPS/INDEX CK/PEACE OFFICER	02/05/24	02/24	9670-70-6120	0	SPECIAL DEPARTMENTAL	72.90
Total 712479:								162.00
<b>FERGUSON ENT INC. #686</b>								
4868160	1	WASTE WATER PLANT	02/01/24	02/24	3111-92-6190	0	Maint of Bldgs Struct & Ground	40.09
Total 4868160:								40.09
4870611	1	EB HALL REPAIR	02/02/24	02/24	1111-92-6190	0	MAINT OF BLDGS, STRUCT, GROUND	69.66
Total 4870611:								69.66
<b>FIRST SECURITY FINANCE INC.</b>								
42021030	1	IONE-CA-2008-1 MAR 2024	02/01/24	02/24	9511-50-9311	0	RETIREMENT OF PRINCIPAL	2,932.70
42021030	2	IONE-CA-2008-1 MAR 2024	02/01/24	02/24	9511-50-9211	0	INTEREST EXPENSE	561.62

Invoice Number	Seq.#	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount
Total 42021030:								3,494.32
<b>GUY'S SAW CENTER</b>								
541590	1	STARTER/PAWL SPRING 6280	02/02/24	02/24	1111-75-6203	0	MAINT & OPERATIONS - EQUIPMENT	16.23
541590	2	STARTER/PAWL SPRING 6280	02/02/24	02/24	9675-75-6203	0	MAINT & OPER - MEASURE M	16.24
Total 541590:								32.47
<b>IONE TRADING POST</b>								
42023220	1	PUBLIC WORKS - FUEL	02/23/24	02/24	1111-85-6201	0	FUEL	56.80
42023220	2	PUBLIC WORKS - FUEL	02/23/24	02/24	1111-92-6201	0	FUEL	882.87
42023220	3	PUBLIC WORKS - FUEL	02/23/24	02/24	2111-92-6201	0	FUEL	129.83
42023220	4	FIRE DEPT FUEL	02/23/24	02/24	1111-75-6201	0	FUEL	1,026.40
42023220	5	FIRE DEPT FUEL	02/23/24	02/24	9675-75-6201	0	FUEL	342.13
42023220	6	FIRE DEPT FUEL	02/23/24	02/24	9613-75-6201	0	FUEL	342.14
42023220	7	PUBLIC WORKS - FUEL	02/23/24	02/24	4311-92-6201	0	FUEL	25.97
Total 42023220:								2,806.14
<b>JOANNE VENEZIO</b>								
42021220	1	CREDIT ON ACCOUNT FINAL BILLED 11/6/23	02/12/24	02/24	3111-48-4805	0	SEWER SERVICE CHARGES	67.99
Total 42021220:								67.99
<b>NAPA AUTO PARTS</b>								
42021310	1	PARKS/VEHICLE MAINTENANCE/SUPPLIES/TOOLS	01/31/24	02/24	1111-75-6202	0	VEHICLE MAINT	207.36
42021310	2	PARKS/VEHICLE MAINTENANCE/SUPPLIES/TOOLS	01/31/24	02/24	9675-75-6202	0	VEHICLE MAINT.	69.12
42021310	3	PARKS/VEHICLE MAINTENANCE/SUPPLIES/TOOLS	01/31/24	02/24	9613-75-6202	0	VEHICLE MAINT	69.12
Total 42021310:								345.60
<b>NEUMILLER &amp; BEARDSLEE</b>								
346909	1	CLIENT MATTER NO. 42593-44846	02/12/24	02/24	1111-68-6210	0	PROF & SPEC SERVICES-ATTORNEY	9,648.72
Total 346909:								9,648.72
346910	1	CLIENT MATTER NO. 42593-44862	02/12/24	02/24	3131-68-6221	0	PROF SERVICES -LEGAL	765.00

Invoice Number	Seq.#	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount
Total 346910:								765.00
<b>PAC MACHINE CO. INC</b>								
93373	1	LAYFLAT HOSE/RENTAL	02/08/24	02/24	3111-92-6203	0	REPAIR & MAINT	135.77
Total 93373:								135.77
<b>PG &amp; E</b>								
42020220	1	2092737318-1 HOWARD PARK	02/20/24	02/24	1111-92-6170	0	UTILITIES	1,698.68
42020220	2	2134403982-7 ED HUGHES ARENA	02/20/24	02/24	4311-92-6170	0	UTILITIES	471.55
42020220	3	7290630706-0 HOWARD PARK BARNS	02/20/24	02/24	1111-92-6170	0	UTILITIES	36.00
42020220	4	9998962823-7 425 QUAILHOLLOW	02/20/24	02/24	1111-92-6170	0	UTILITIES	10.51
42020220	5	3034727877-9 W MARLETTE 7 MANOR DR	02/20/24	02/24	8221-92-6170	0	UTILITIES	89.86
42020220	6	2728576498-4 WASTEWATER TREATMENT FACILITY	02/20/24	02/24	3111-92-6170	0	UTILITIES	24.64
42020220	7	2811909826-8 1600 W MARLETTE	02/20/24	02/24	3111-92-6170	0	UTILITIES	24.64
42020220	8	2936909818-0 10100 FIVE MILE DR	02/20/24	02/24	3111-92-6170	0	UTILITIES	39.64
42020220	9	7090487111-1 DEPOT PARK	02/20/24	02/24	1111-92-6170	0	UTILITIES	15.12
42020220	10	2295434942-3 9830 FIVE MILE DR	02/20/24	02/24	3111-92-6170	0	UTILITIES	39.04
42020220	11	2002821263-5 DAVE BRUBECK RD	02/20/24	02/24	1111-92-6170	0	UTILITIES	255.74
42020220	12	3118061205-8 STREET LIGHTS EBR	02/20/24	02/24	8221-92-6170	0	UTILITIES	2,041.76
42020220	13	3159727869-1 187 STREET LIGHTS	02/20/24	02/24	8221-92-6170	0	UTILITIES	2,427.89
Total 42020220:								7,175.07
9373962863-9X220	1	CITY HALL	02/20/24	02/24	1111-65-6170	0	UTILITIES	563.93
9373962863-9X220	2	CITY HALL	02/20/24	02/24	2111-65-6170	0	UTILITIES	93.99
9373962863-9X220	3	CITY HALL	02/20/24	02/24	3111-65-6170	0	UTILITIES	187.98
9373962863-9X220	4	CITY HALL	02/20/24	02/24	9670-65-6170	0	UTILITIES	46.99
9373962863-9X220	5	CITY HALL	02/20/24	02/24	9675-65-6170	0	UTILITIES	46.99
9373962863-9X220	6	POLICE	02/20/24	02/24	1111-70-6170	0	UTILITIES	413.55
9373962863-9X220	7	POLICE	02/20/24	02/24	9670-70-6170	0	UTILITIES	338.36
9373962863-9X220	8	BUILDING	02/20/24	02/24	1111-85-6170	0	UTILITIES	187.98
Total 9373962863-9X22024:								1,879.77
<b>RESCUE SOURCE</b>								
133384	1	NRS BIG WATER PFD HI-VIS/SAFETY EQUIPMENT	01/31/24	02/24	1111-92-6120	0	SPECIAL DEPARTMENTAL EXPENSE	398.25

Invoice Number	Seq.#	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount
Total 133384:								398.25
<b>SLAKEY BROTHERS INC.</b>								
857569305	1	2"X21" FOREIGN T&C GALV PIPE	02/14/24	02/24	1111-92-6190	0	MAINT OF BLDGS, STRUCT, GROUND	113.22
Total 857569305:								113.22
<b>SOMACH SIMMONS &amp; DUNN</b>								
3019910	1	ARSA LITIGATION	02/12/24	02/24	3131-68-6221	0	PROF SERVICES -LEGAL	6,292.57
Total 3019910:								6,292.57
<b>TELSTAR INSTRUMENTS</b>								
120179	1	SERVICES PERFORMED AND COMPLETED ON 1/12 FOR WWTP	02/14/24	02/24	3111-92-6203	0	REPAIR & MAINT	13,889.97
Total 120179:								13,889.97
120333	1	10100 5 MILE DR REPORTS DATES 1/18/24 - 1/23/24	02/21/24	02/24	3111-92-6203	0	REPAIR & MAINT	4,132.24
Total 120333:								4,132.24
<b>WEBER GHIO &amp; ASSOC. INC</b>								
12787	1	BUILDING DEPT ASSISTANCE JAN 2024	02/13/24	02/24	1111-85-6216	0	PROF SERVICES - BLDG INSPECTOR	1,150.00
Total 12787:								1,150.00
<b>WILLDAN</b>								
00627010	1	111663.00 CITY ENGINEERING SERVICES	02/14/24	02/24	1111-90-6212	0	PROF & SPEC SERVICES-ENGINEER	11,685.87
Total 00627010:								11,685.87
00627011	1	111663.00 CITY ENGINEERING SERVICES	02/14/24	02/24	1111-90-6212	0	PROF & SPEC SERVICES-ENGINEER	11,603.70
Total 00627011:								11,603.70
00627141	1	111663.00 CITY ENGINEERING SERVICES	02/21/24	02/24	1111-90-6212	0	PROF & SPEC SERVICES-ENGINEER	5,023.50
Total 00627141:								5,023.50

Invoice Number	Seq.#	Description	Invoice Date	GL Peri	GL Account Number	Activity #	GL Account Description	Net Invoice Check Amount
010-57526	1	SEWER RATE STUDY FOR IONE	02/13/24	02/24	3111-65-6215	0	PROF SERVICES	2,875.00
Total 010-57526:								2,875.00
Total :								110,074.44
Grand Totals:								110,074.44

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
1111-65-5211	195.42	.00	195.42
1111-65-6160	136.45	.00	136.45
1111-65-6170	663.22	.00	663.22
1111-65-6215	2,750.00	.00	2,750.00
1111-65-6220	147.52	.00	147.52
1111-68-6210	9,648.72	.00	9,648.72
1111-70-5211	503.58	.00	503.58
1111-70-6120	89.10	.00	89.10
1111-70-6160	146.34	.00	146.34
1111-70-6170	413.55	.00	413.55
1111-70-6220	429.78	.00	429.78
1111-75-5211	271.26	.00	271.26
1111-75-6160	177.81	.00	177.81
1111-75-6170	114.52	.00	114.52
1111-75-6201	1,026.40	.00	1,026.40
1111-75-6202	207.36	.00	207.36
1111-75-6203	16.23	.00	16.23
1111-85-5211	51.80	.00	51.80
1111-85-6160	181.93	.00	181.93
1111-85-6170	187.98	.00	187.98
1111-85-6201	56.80	.00	56.80
1111-85-6216	1,150.00	.00	1,150.00
1111-85-6220	37.83	.00	37.83
1111-90-6212	28,313.07	.00	28,313.07
1111-92-5211	62.08	.00	62.08

## Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
1111-92-6120	398.25	.00	398.25
1111-92-6160	57.34	.00	57.34
1111-92-6170	6,096.74	.00	6,096.74
1111-92-6190	182.88	.00	182.88
1111-92-6201	882.87	.00	882.87
1111-94-5225	313.36	.00	313.36
2111-65-5211	32.57	.00	32.57
2111-65-6160	22.74	.00	22.74
2111-65-6170	110.54	.00	110.54
2111-65-6220	24.59	.00	24.59
2111-92-5211	60.26	.00	60.26
2111-92-6160	49.82	.00	49.82
2111-92-6201	129.83	.00	129.83
3111-48-4805	67.99	.00	67.99
3111-65-5211	65.14	.00	65.14
3111-65-6111	591.75	.00	591.75
3111-65-6160	45.48	.00	45.48
3111-65-6170	221.08	.00	221.08
3111-65-6215	2,875.00	.00	2,875.00
3111-65-6220	49.17	.00	49.17
3111-92-5211	60.26	.00	60.26
3111-92-6160	49.82	.00	49.82
3111-92-6170	196.87	.00	196.87
3111-92-6190	40.09	.00	40.09
3111-92-6193	10,587.50	.00	10,587.50
3111-92-6203	21,137.98	.00	21,137.98
3111-94-5225	78.34	.00	78.34
3131-68-6221	7,057.57	.00	7,057.57
4311-92-6170	471.55	.00	471.55
4311-92-6201	25.97	.00	25.97
8221-92-6170	4,918.47	.00	4,918.47
9511-50-9211	561.62	.00	561.62
9511-50-9311	2,932.70	.00	2,932.70
9613-75-5211	90.42	.00	90.42
9613-75-6160	59.28	.00	59.28
9613-75-6170	38.17	.00	38.17
9613-75-6201	342.14	.00	342.14
9613-75-6202	69.12	.00	69.12

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
9670-65-5211	16.29	.00	16.29
9670-65-6160	11.37	.00	11.37
9670-65-6170	55.26	.00	55.26
9670-65-6220	12.29	.00	12.29
9670-70-5211	412.02	.00	412.02
9670-70-6120	72.90	.00	72.90
9670-70-6160	119.73	.00	119.73
9670-70-6170	338.36	.00	338.36
9670-70-6220	351.63	.00	351.63
9675-65-5211	16.29	.00	16.29
9675-65-6160	11.37	.00	11.37
9675-65-6170	55.26	.00	55.26
9675-65-6220	12.29	.00	12.29
9675-75-5211	90.42	.00	90.42
9675-75-6160	59.28	.00	59.28
9675-75-6170	38.17	.00	38.17
9675-75-6201	342.13	.00	342.13
9675-75-6202	69.12	.00	69.12
9675-75-6203	16.24	.00	16.24
Grand Totals:	<u>110,074.44</u>	<u>.00</u>	<u>110,074.44</u>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
02/24	<u>110,074.44</u>	<u>.00</u>	<u>110,074.44</u>
Grand Totals:	<u>110,074.44</u>	<u>.00</u>	<u>110,074.44</u>



**CITY OF IONE**  
**IONE, CA 95640**

**Agenda Item #G2**

**DATE: MARCH 5, 2024**

**TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: JODI STENECK, FINANCE MANAGER**

**SUBJECT: MARCH 5, 2024 WARRANTS**

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**RECOMMENDED ACTION:**

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

**FISCAL IMPACT:**

\$110,074.44

**ATTACHMENTS:**

- A. Warrant list dated 3-5-2024



*CITY OF IONE*  
*IONE, CA 95640*

**Agenda Item #H1**

**DATE:** MARCH 5, 2024

**TO:** THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** ANDY PINASCO, CITY ATTORNEY

**SUBJECT:** COUNSEL AND COUNCIL – COUNCIL/CITY MANAGER FORM OF CITY GOVERNMENT

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**RECOMMENDED ACTION:**

Discussion item only. No recommended action.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

At the February 20, 2024, Ione City Council meeting, the City Council requested the City Attorney to develop concise ‘Training Seminars’ to be presented to the Council at publicly noticed meetings. The intent of the ‘Training Seminars’ is to inform the Council about relevant legal topics such as City governance and the laws applicable to City Councils.

**DISCUSSION:**

**I. BASIC GENERAL LAW CITY STRUCTURE**

Ione, like many cities in California, is formed under general laws and referred to as a general law city. Typically, general law cities feature a city council, with at least five members elected at large from the community. The council is complemented by officials such as the city clerk, city treasurer, chief of police, fire chief, and other subordinate officers (Government Code § 36501). Among the council members, one serves as the mayor and another as the vice mayor (Government Code § 36801). While the mayor and vice mayor handle ceremonial duties and preside over council meetings, their authority is not superior to other council members. Most general law cities, including Ione, operate under a council-city manager structure. Under this form of government, the city manager appoints all subordinate employees, including the chief of police and fire chief, except for the city attorney.

## **ROLE OF THE CITY MANAGER**

In cities across our state, a common way of governing is known as the council-city manager form. This system is established by law (Government Code § 34851 et seq.) and is used in both general law and charter cities, including Ione. Essentially, it involves the city creating the position of City Manager through an ordinance. The City Manager is granted specific powers and duties by the law.

1. A city may establish a council-city manager form of government by enacting an ordinance to that effect or by submitting the question to the electorate.
2. After enacting a city manager ordinance, the city appoints a city manager who need not be a city resident.
3. The city manager is empowered under the statute to appoint and dismiss the chief of police and other subordinate appointive officers and employees, except the city attorney.

According to Government Code section 34852, a city has the authority to outline the powers and responsibilities of the city manager through an ordinance. Additionally, the city can determine the salary for this position. Typically, city managers are appointed based on a contract, which specifies the terms and conditions of their employment.

Ione has adopted such an ordinance, enumerating its City Manager's powers and duties to include the following:

1. The administrative head of the City government under the direction and control of the City Council except as otherwise provided in the City's Municipal Code;
2. Responsible for the efficient administration of all the affairs of the City which are under his/her control;
3. To enforce all laws and ordinances of the City and to see that all franchises, contracts, permits, and privileges granted by the City Council are faithfully observed;
4. Have authority to control, order, and give directions to all heads of departments, and to subordinate officers and employees of the City, except the City Clerk, City Attorney, and City Treasurer;
5. Power to hire, fire, appoint, remove, promote, and demote any and all officers and employees of the city, except the City Clerk, City Attorney, and City Treasurer;
6. Recommend measures and ordinances to the City Council he/she deems necessary or important;
7. Attend all meetings of the City Council unless excused therefrom, except when his/her removal is under consideration;
8. Keep the City Council fully advised as to the financial conditions and needs of the City;
9. Prepare and submit the proposed budget and the proposed annual salary plan to the City Council for approval;

10. Be responsible for the purchase of all supplies for all departments or divisions of the City. No expenditures shall be submitted or recommended to the City Council except on report and approval of the City Manager;
11. Make investigations into the affairs of the City, and any department or division thereof, and any contract or the proper performance of any obligations of the City;
12. To investigate all complaints in relation to matters concerning the administration of the City Government and in regard to the service maintained by public utilities in the City, and to see that all franchises and permits granted by the City are faithfully performed and observed;
13. Exercise general supervision over all public buildings, public parks, and all other public property which are under the control and jurisdiction of the City Council;
14. Devote his/her entire time to the duties of his/her office in the interests of the City;
15. Perform other duties and exercise such other powers as may be delegated to him/her from time to time by ordinance or resolution or other action of the City Council.

## **II. THE RELATIONSHIP OF THE CITY MANAGER, THE CITY ATTORNEY, AND THE CITY COUNCIL IN A GENERAL LAW CITY**

In carrying out their responsibilities, a city manager interacts not only with the city council and staff but also with the city attorney. Unlike other officers, the city attorney reports directly to the city council. This arrangement creates a system of checks and balances between the city attorney and the city manager. The city manager must fulfill their duties while adhering to the law. Meanwhile, the city attorney offers legal advice and avoids influencing specific policy decisions. Usually, their roles overlap, ensuring that when the city council makes decisions, they align with city objectives and comply with legal requirements.

Because the city manager and city attorney both report to the city council, any disagreements or conflicts can be resolved by the council, which has the final say on city policies and actions. However, since both the city manager and city attorney aim for decisions that the council will approve, they usually work together to find common ground before issues reach the council. This system promotes cooperation among city staff and helps ensure decisions are in line with the council's goals.

## **III. THE RELATIONSHIP BETWEEN THE CITY COUNCIL AND THE CITY MANAGER**

The key to understanding relationships between people is how well they communicate with each other. Each person's thoughts and hopes about the other person and their connection shape the relationship. In a city organization, whether elected or appointed, it's important for everyone to understand the various relationships that exist. This helps in creating and implementing city policies effectively.

In a well-run city government, the council and city manager should respect each other's roles, even if they disagree. Publicly criticizing or attacking each other harms everyone's reputation and

leads to defensiveness. If council members have concerns about staff performance, it's best to discuss them privately with the city manager. While public criticism isn't always wrong, it should follow the council's standards and focus on getting things done without personal attacks.

Furthermore, individual councilmembers are not authorized to direct staff, though routine referral of citizen requests (or to simply request information) is sometimes appropriate depending on the circumstance. However, coordinating through the manager will make sure the issue is sent to the right staff person for action and will allow the manager to confirm timely follow-up. This also helps the manager stay informed regarding issues of community concern.

The relationship between the mayor and city manager is slightly different because of the unique role of that position. The mayor is the chief elected official of the city, as elected by a vote of the council. It's the mayor's role to lead the council in making policies. But the mayor also needs to consider the entire council when offering guidance and support to the city manager. Done effectively, the mayor helps keep things running smoothly between the city manager's team and the council. To do this well, the mayor must fairly represent the council's views, and the council must trust the mayor's role. Having a strong bond between the mayor and city manager is vital for success.

For a council, there are two foundational concepts to keep in mind when striving for a mutually beneficial relationship with its city manager:

1. Provide clear and realistic direction to the city manager
2. Conduct meaningful evaluation of city manager's performance

**a. PROVIDE CLEAR AND REALISTIC DIRECTION TO THE CITY MANAGER**

The city council's effectiveness in governing depends on its ability to guide the city manager and staff. Progress happens when council members unite behind policies or programs that have widespread support, not just individual preferences.

Unfortunately, there are many forces at work making unity and a team approach difficult for a city council to achieve. This can be especially true in small cities in which individual council members view their objectives as a first priority or fail to realize the limited resources available to the city manager and their staff. To address this issue, many city councils have found it beneficial to periodically come together for facilitated team-building or goal-setting workshops. These sessions provide opportunities for council members to discuss and explore their objectives and weigh the possibility to achieve such objectives using the city's limited resources.

In addition to setting realistic goals, establishing a council-directed goals process can be instrumental in clarifying priorities for the city manager, city staff, and the community as a whole. Through the development of a council-adopted goals statement, the council can communicate its shared vision and objectives to the city manager and the city's stakeholders, providing a clear direction for decision-making and resource allocation. This not only helps to streamline governance processes but also promotes transparency and accountability in serving the needs of the community.

## **b. CONDUCT MEANINGFUL EVALUATION OF CITY MANAGER'S PERFORMANCE**

Performance evaluations are like conversations. They're crucial in local government because they help everyone understand how well things are going. Since the city manager has a big role in carrying out council decisions, it is really important for the mayor and council members to give clear directions and keep an eye on how well the manager is doing. This means giving praise when things go well and making corrections when needed.

Having a good relationship among the top leaders in the city is critically important. To make this happen, everyone needs to understand each other's roles and responsibilities and work on communicating well. To help the city manager understand the role in a more meaningful manner, the council is encouraged to identify factors which will be assessed so that the city manager is in a position to understand what is important to the council.

When there is trust and support among everyone, even if they do not always agree, conflicts can be handled maturely and with reason. This helps local leaders serve the public better and earn their respect, making their job easier and more enjoyable.

## **IV. CONCLUSION**

An unstable council/manager relationship has negative consequences for the city council, the manager, the organization and the community. A positive and mutually supportive relationship will increase the odds of having a high-performing and successful city. Councilmembers and the manager need to make creating, supporting and sustaining the relationship a high priority. If made a high priority, the odds of success are great.

Remember that your service on the city council is a unique honor that has been bestowed on you by your fellow citizens. While it is often a challenge, with inherent difficulties, someone needs to do it and your community has selected you for that responsibility. You have been selected to serve in a professional and honorable manner, during good times and bad. Your service on the city council will be over soon enough. Conducting yourself in a manner represents you and the entire Council well will allow you to look back with pride—not only for what you accomplished, but also the way in which you conducted yourself (which will likely be remembered the longest).

## **ATTACHMENTS:**

None.



**CITY OF IONE**  
**IONE, CA 95640**

**Agenda Item #H2**

**DATE: MARCH 5, 2024**

**TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: AMY GEDNEY, INTERIM CITY MANAGER**

**SUBJECT: CASTLE OAKS LEASE CONTRACT**

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**RECOMMENDED ACTION:**

For information and staff direction.

**FISCAL IMPACT:**

These are to be determined.

**BACKGROUND:**

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

**DISCUSSION:**

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

**ATTACHMENTS:**

Lease Agreement

**Amy Gedney**

---

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

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

Respectfully,

Jack Mitchell  
Councilmember

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

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

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

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

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

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

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

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

Thank you  
Stacy



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

Attachment #H2B

Recording Requested By:

City of Ione

Return To:

P.O. Box 398  
Ione, CA 95640



Amador County Recorder

Sheldon D. Johnson

**DOC- 2011-0007185-00**

REQD BY CITY OF IONE

Monday, SEP 12, 2011 10:33:01

Ttl Pd \$0.00

Nbr-0000213796

CT2/R1/1-31

## Document Title(s)

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

**RESOLUTION NO. 1838**

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

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

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

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

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

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

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

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

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

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

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

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

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

**AYES: Plank, Epperson, Smylie, Oneto**

**NOES: None**

**ABSTAIN: None**

**ABSENT: Bonham**



**David Plank, Mayor**

Attest:

  
**Janice Traverso, City Clerk**

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

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

RECITALS

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

AGREEMENT AND LEASE

Article I – Lease

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

\* Recorded on 7/22/1990  
1990-008199

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

\*\*\* Unrecorded  
Document

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

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

## Article II – Operation

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

public during the term of this Lease. Lessee shall be responsible for maintenance and repair of the starting area during the term of this Lease.

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

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

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

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

#### Article III – Budget/ Rent

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

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

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

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

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

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

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

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

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

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

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

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

#### Article IV – Taxes, Fees and Charges

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

#### Article IV – Irrigation of Golf Course

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

## 26. Water Supply After 2014

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

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

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

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

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

#### Article V – Insurance and Indemnity

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

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

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

#### Article VI – Frustration of Purpose

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

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

#### Article VII – Assignment

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

#### Article VIII - Breach and Remedies

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

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

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

If either party at any time by reason of the other party's default pays any sum or does any act that requires payment of any sum, the sum paid by the non-defaulting party shall be immediately due and owing by the defaulting party to the non-defaulting party at the time the sum is paid, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by the non-defaulting party until the non-defaulting party is reimbursed by the defaulting party.

If either Lessor or Lessee should find it necessary to bring an action in a court of law or in arbitration, to enforce any of its rights or remedies under this Lease, both parties agree that the prevailing party in any such litigation shall be entitled to a recovery of reasonable attorney's fees and costs incurred by way of such action.

38. Arbitration – Any controversy or claim arising out of or relating to this Lease or the leasehold interest created thereby, or upon any breach or default hereunder, by either party, shall be settled by arbitration in accord with the following: The Lessor shall choose one arbitrator, the Lessee another, and the two arbitrators shall choose a third, and the three arbitrators shall hear and settle the matter. As an alternative to the above, on the request of either party, the matter may be heard by the American Arbitration Association, under their rules of Commercial Arbitration by one arbitrator chosen pursuant to the American Arbitration Association's rules.

#### Article X – Disposition of Property

39. Rights of Termination – Upon the expiration of the term of the Lease, or upon the sooner termination of the Lease under any of the provisions of this Lease, Lessee shall deliver over to Lessor the peaceful and quiet possession of the Leased Property, together with all structures and improvements permanently placed thereon, whether by Lessor or by Lessee, in good condition and repair, reasonable wear and tear excepted. Notwithstanding the foregoing, all of Lessee's trade fixtures, and all structures and improvements placed on the property by Lessee but not permanently affixed to the ground, and all of Lessee's personal property located on the premises, shall belong to Lessee, and Lessee shall have a reasonable period of time, not less than sixty (60) days, to remove such property belonging to Lessee.

40. Lessee's Right of First Refusal – Lessee shall have a continuing Right of First Refusal to purchase the Leased Property. This Right of First Refusal shall be based upon the terms

and conditions contained in a bona fide written offer received by Lessor. Lessee, after receipt of written notice from Lessor outlining the terms and conditions contained within said bona fide offer, shall have a period of thirty (30) days to notify Lessor in writing that Lessee is hereby exercising its Right of First Refusal. If Lessee fails to so notify Lessor within said thirty (30) day period, this Right of First Refusal shall lapse as to that offer but shall apply to all future offers received by Lessor and its successors in interest.

41. Lessor's Right of First Refusal – Lessor shall have a continuing Right of First Refusal to purchase the leasehold interest in the Leased Property. This Right of First Refusal shall be based upon the terms and conditions contained in a bona fide written or verbal offer received by Lessee. Lessor after receipt of written notice from Lessee outlining the terms and conditions contained within said bona fide offer, shall have a period of thirty (30) days to notify Lessee in writing that Lessor is hereby exercising its Right of First Refusal. If Lessor fails to so notify Lessee within said thirty (30) day period, this Right of First Refusal shall lapse as to that offer but shall apply to all future offers received by Lessee and its successors in interest.
42. Disposition of Ownership of Maintenance Facility Property – It is agreed and understood that upon expiration or any termination of this Lease the Lessor shall have the exclusive right to either purchase or lease (limited to 10 year lease terms and renewable for no more than 2 terms) from Mauna Kea Villages, LLC, a Hawaii limited liability company its successors in interest or assigns (“Mauna Kea”) its successors and assigns the real property and improvements located thereon comprising the maintenance facility for the Golf Course for a price or lease rate (as the case may be) mutually agreed to by Lessor and Mauna Kea. In the event that Lessor and Mauna Kea cannot agree on a lease rate or purchase price, each of Lessor and Mauna Kea shall be permitted to select a licensed appraiser who shall either (a) appraise the fair market value of the fee interest purchase that Lessor desires to obtain or, (b) determine the fair monthly rental rate for the maintenance facility property over the period of time that Lessor desires to lease said property from Mauna Kea. The amount paid by Lessor in monthly rent or for the fee interest purchase, as the case may be, shall be the averaged amount of the two party's appraisals. Said property shall not be encumbered with any other leases or other tenant rights of possession upon the expiration or termination of the Lease. City's exclusive right to purchase is not an option, right of first refusal or other conditional real property right. Rather, this exclusive right is an unconditional and exclusive right freely granted to City by Mauna Kea and shall be binding on all successors in interest. Mauna Kea agrees to permit a notice in recordable form executed by it and Lessor to be recorded against the maintenance facility property in the Official Records of Amador County to evidence Lessor's rights hereunder.
43. Disposition of Ownership of Lot J – It is agreed and understood that upon expiration or any termination of this Lease the Lessor shall have the exclusive right to either purchase or lease (limited to 10 year lease terms and renewable for no more than 2 terms) from Mauna Kea its successors in interest or assigns all of Lot J (which includes the Clubhouse and related improvements) for a price or lease rate (as the case may be) mutually agreed to by Mauna Kea and the Lessor. In the event that Lessor and Mauna Kea cannot agree

on a lease rate or purchase price, each of Lessor and Mauna Kea shall be permitted to select a licensed appraiser who shall either (a) appraise the fair market value of the fee interest purchase that Lessor desires to obtain or, (b) determine the fair monthly rental rate for the Clubhouse over the period of time that Lessor desires to lease the Clubhouse from Mauna Kea. The amount paid by Lessor in monthly rent or for the fee interest purchase, as the case may be, shall be the averaged amount of the two party's appraisals. Said property shall not be encumbered with any other leases or other tenant rights of possession upon the expiration or termination of the Lease. City's exclusive right to purchase is not an option, right of first refusal or other conditional real property right. Rather, this exclusive right is an unconditional and exclusive right freely granted to City by Mauna Kea and shall be binding on all successors in interest. Mauna Kea agrees to permit a notice in recordable form executed by it and Lessor to be recorded against Lot J in the Official Records of Amador County to evidence Lessor's rights hereunder.

#### Article XII – Notices and Addresses

44. All notices, demand, requests or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods:
- a. By personal delivery;
  - b. By deposit with the United States Postal Services as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below;
  - c. By prepaid telegram;
  - d. By deposit with an overnight express delivery service.

Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by telegram or overnight express service shall be deemed effective one (1) business day after transmission to the telegram company or after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For purposes of notice, demand, request, reply or payment, the address of Lessor shall be:

City Council  
City of Ione  
Post Office Box 398  
Ione, CA 95640

The address of Lessee shall be:

Portlock International, Ltd.  
17 E. Winchester St., Ste. 200  
Murray, UT 84107

Each party shall have the right to designate a different address within the United States of America by giving notice in conformity with this section.

Article XIII – Governing Law

45. This Agreement and the rights and liabilities of the parties to this Agreement shall be governed by the laws of the State of California. If any provision of this lease is invalidated by judicial decision or statutory enactment, the invalidity of any other such provision will not affect the validity of any other provision of the Agreement.

Article XIV – Captions

46. Captions in this Agreement are included for convenience only and are not to be taken into consideration in any construction or interpretation of this lease or any of its provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and binding as of the date first written above.

LESSEE:

LESSOR:

PORTLOCK INTERNATIONAL, LTD

CITY OF IONE

By: [Signature]  
Name: DAN W STEPHENS  
Title: ~~President~~ Sec-Treas

By: [Signature]  
Name: David P. Plank  
Title: Mayor

APPROVED AS TO FORM:

By: [Signature]  
Ione City Attorney

Mauna Kea Villages, LLC, a Hawaii limited liability company, hereby joins in the execution of this Agreement solely for the purpose of unconditionally agreeing to be bound by and to perform the provisions set forth in Article X, Paragraph 42 and 43 of this Agreement.

MAUNA KEA VILLAGES, LLC

By: [Signature]  
Name: JANY HOON HAHN  
Title: MANAGER

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Amador }

On July 11, 2011 before me, Janice M. Traverso  
Date Here Insert Name and Title of the Officer

personally appeared David P. Plank  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janice M. Traverso  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_





LEGAL DESCRIPTION OF A PARCEL OF LAND

Lot 1

That portion of Parcel "A" as shown and delineated on that certain Record of Survey entitle "A PORTION OF RANCHO ARROYO SECO AND THE CITY OF IONE", filed for record January 12, 1979 in Book 31 of Maps and Plats, at Page 1, et seq, records of Amador County, California, described as follows:

Commencing at California Division of Highways Reference Monument 261 as shown on State Highway Map of Route 104, District 10, Amador County on Sheet 16 of 18; thence N66°54'19"W (basis of bearings), 1021.68 feet, to Reference Monument 250 as shown on said Map, Sheet 15 of 18 thence S57°54'48"W, 2455.68 feet, to a fence corner at the southeast corner of that parcel shown on the Record of Survey recorded in Book 20 of Maps and Plats at Page 19, records of Amador County, being the Point of Beginning; thence N76°34'27"W, along the South line of said parcel, 232.24 feet; thence S13°25'33"W, 484.45 feet; thence N76°34'27"W, 150.00 feet; thence N33°52'31"W, 295.51 feet; thence N80°48'35"W, 78.06 feet; thence S52°15'20"W, 197.81 feet; thence S27°55'38"W, 123.59 feet; thence S03°35'56"W, 249.00 feet; thence S05°46'19"E, 198.94 feet; thence S36°34'05"E, 251.61 feet; thence S07°58'37"W, 95.00 feet; thence S79°02'48"W, 389.03 feet; thence N74°55'48"W, 174.91 feet; thence S15°03'17"W, 308.68 feet; thence S76°57'14"E, 493.69 feet; thence N89°00'35"E, 226.77 feet; thence S61°18'42"E, 203.98 feet; thence S76°57'14"E, 208.20 feet; thence N84°28'09"E, 104.40 feet; thence N17°28'35"E, 246.61 feet; thence N45°26'34"W, 129.16 feet; thence N17°28'35"E, 72.71 feet; thence N13°54'59"W, 122.56 feet; thence N02°02'17"W, 70.74 feet; thence N09°50'25"E, 286.74 feet; thence N25°14'19"E, 91.93 feet; thence N40°38'13"E, 381.01 feet; thence N55°26'16"E, 101.31 feet; thence N70°14'19"E, 101.31 feet; thence N85°02'22"E, 101.31 feet, thence S80°09'35"E, 220.66 feet, to a point in the arc of a non-tangent curve, the center of said curve bears N87°34'34"W, 770.00 feet; thence northerly 80.92 feet along the arc of said curve, through a central angle of 6°01'16", to a point of compound curvature, having a radius of 250.00 feet; thence northerly 70.96 feet along the arc of said curve, through a central angle of 16°15'42", to point of reverse curvature, having a radius of 250.00 feet; thence northerly 60.44 feet along the arc of said curve, through a central angle of 13°51'05", to a point of tangency; thence N06°00'28"W, along said tangent, 101.31 feet; thence N84°08'07"W, 531.91 feet, to the Point of Beginning.

Subject to existing rights-of-way and easements.

Said parcel containing 32.733 acres, more or less.

(ms0219-b)

EXHIBIT A  
Page 1 of 7



BOOK 0613 PAGE 248

LEGAL DESCRIPTION OF A PARCEL OF LAND

Lot 2

That Portion of Parcel "A" as shown and delineated on that certain Record of Survey entitled "A PORTION OF RANCHO ARROYO SECO AND THE CITY OF IONE", filed for record January 12, 1979 in Book 31 of Maps and Plats, at Page 1, et seq, records of Amador County, California, described as follows:

Commencing at California Division of Highways Reference Monument 261 as shown on State Highway Map of Route 104, District 10, Amador County on Sheet 16 of 18; thence N66°54'19"W (Basis of Bearing), 1021.68 feet, to Reference Monument 250 as shown on said map, Sheet 15 of 18; thence S48°03'09"W, 5070.88 feet, to the western most southwest corner of said Parcel "A"; thence S77°19'29"E, along the South line of said Parcel "A", 80.07 feet, to the Point of Beginning; thence N15°03'17"E, parallel with the West line of said Parcel "A", 387.74 feet; thence S74°57'42"E, 356.37 feet; thence S81°38'23"E, 288.67 feet; thence S74°43'41"E, 548.50 feet; thence S24°11'26"E, 153.25 feet; thence S03°37'35"W, 820.88 feet; thence S82°36'24"E, 215.87 feet; thence N74°27'10"E, 478.15 feet; thence N09°24'37"W, 115.56 feet, to a point in a non-tangent curve, the center of said curve bears N02°49'47"W, 330.00 feet; thence easterly 30.97 feet along the arc of said curve, through a central angle of 5°22'36", to a point of reverse curvature, having a radius of 1470.00 feet; thence easterly 58.06 feet along the arc of said curve, through a central angle of 2°15'46", to a point of tangency; thence N84°03'23"E, along said tangent 143.49 feet, to the beginning of a tangent curve, concave southerly, having a radius of 670.00 feet; thence easterly 176.85 feet along the arc of said curve, through a central angle of 15°07'24", to a point of tangency; thence S80°49'13"E 40.92 feet; thence S15°32'12"W 98.83 feet; thence N74°27'48"W, 210.00 feet; thence S15°32'12"W, 139.17 feet; thence S52°42'47"W, 120.93 feet, to the northwest corner of Parcel "D" according to said Record of Survey, said corner also being in the southerly line of said Parcel "A"; thence S22°58'05"W, along said southerly line, 295.77 feet; thence S22°11'27"W, along said southerly line, 226.99 feet; thence N73°14'04"W, along said southerly line, 21.42 feet; thence N79°01'40"W, along said southerly line, 224.17 feet; thence N02°27'05"E, along said southerly line, 77.28 feet; thence S82°02'05"W, along said southerly line, 73.19 feet; thence N71°06'55"W, along said southerly line, 258.67 feet; thence N43°03'55"W, along said southerly line, 110.99 feet; thence N07°23'55"W, along said southerly line, 276.02 feet; thence N49°13'13"W, along said southerly line, 303.94 feet; thence N15°45'54"E, along said southerly line, 249.50 feet; thence N06°51'47"W, along said southerly line, 258.54 feet; thence N76°19'04"W, along said southerly line, 98.17 feet; thence S14°05'23"W, along said southerly line, 99.13 feet; thence N77°09'16"W, along said southerly line, 160.21 feet; thence N77°19'29"W, along said southerly line, 692.74 feet, to the Point of Beginning.

Subject to existing rights-of-way and easements.

Said parcel containing 23.603 acres, more or less.

(ms0223-b)

EXHIBIT A  
Page 2 of 7



*Robert B. Sheaffer*

LS 5340

12-31-79 Book 0612 Page 249

LEGAL DESCRIPTION OF A PARCEL OF LAND

Lot 3

That Portion of Parcel "A" as shown and delineated on that certain Record of Survey entitled "A PORTION OF RANCH ARROYO SECO AND THE CITY OF IONE", filed for record January 12, 1979 in Book 31 of Maps and Plats, at Page 1, et seq, records of Amador County, California, described as follows:

Commencing at California Division of Highways Reference Monument 261 as shown on State Highway 104, District 10, Amador County on Sheet 16 of 18; thence N66°54'19"W (Basis of Bearings), 1021.68 feet, to Reference Monument 250 as shown on said Map, Sheet 15 of 18, thence S35°15'35"W, 3077.22 feet, to the Point of Beginning; thence S24°58'41"E, 335.00 feet; thence S11°13'09"E, 106.81 feet; thence S02°25'18"W, 415.00 feet; thence S69°54'21"E, 136.57 feet; thence S10°40'32"W, 375.21 feet, to the beginning of a tangent curve, concave easterly, having a radius of 530.00 feet; thence southerly 153.73 feet along the arc of said curve, through a central angle of 16°37'09" to a point of tangency; thence S05°56'37"E, 50.70 feet, to the beginning of a tangent curve, concave northwesterly, having a radius of 20.00 feet; thence southwesterly 31.42 feet along the arc of said curve, through a central angle of 90°00'00", to a point of tangency; thence S84°03'23"W, 93.49 feet, to the beginning of a tangent curve, concave southerly, having a radius of 1530.00 feet; thence westerly 60.43 feet along the arc of said curve, through a central angle of 2°15'46" to a point in a reverse curve, having a radius of 270.00 feet; thence westerly 171.95 feet, along the arc of said curve, through a central angle of 36°29'20"; thence N16°32'48"E, 133.75 feet; thence N44°20'56"W, 50.07 feet; thence N16°48'13"W, 69.04 feet; thence N03°01'52"W, 278.40 feet; thence N14°33'52"W, 114.92 feet; thence N22°45'12"W, 113.34 feet; thence N29°19'38"W, 208.90 feet; thence N62°23'01"W, 169.29 feet; thence N17°28'35"E, 355.11 feet, to the beginning of a tangent curve, concave westerly, having a radius of 225.00 feet; thence northerly 123.28 feet along the arc of said curve, through a central angle of 31°23'34", to a point of tangency; thence N13°54'59"W, along said tangent, 60.18 feet; thence N76°05'01"E, 41.91 feet; thence S80°09'35"E, 360.16 feet, to the Point of Beginning.

Subject to existing rights-of-way and easements.

Said parcel containing 15.124 acres, more or less.

(ms0228-b)

*Robert B. Sheaffer*

EXHIBIT A  
Page 3 of 7



LEGAL DESCRIPTION OF A PARCEL OF LAND

Lot 4

That Portion of Parcel "A" and "B", as shown and delineated on that certain Record of Survey entitled "A PORTION OF RANCHO ARROYO SECO AND THE CITY OF IONE", filed for record January 12, 1979 in Book 31 of Maps and Plats, at Page 1, et seq, records of Amador County, California, described as follows:

Commencing at California Division of Highways Reference Monument 261 as shown on State Highway Map of Route 104, District 10, Amador County on Sheet 16 of 18; thence N66°54'19"W (Basis of Bearings), 1021.68 feet, to Reference Monument 250 as shown on said Map, Sheet 15 of 18; thence S09°31'51"W, 996.28 feet, to the Point of Beginning; thence S54°05'25"E, 668.25 feet; thence S35°54'35"W, 75.00 feet; thence S22°26'40"W, 173.77 feet; thence S04°55'01"W, 82.01 feet; thence S89°08'04"W, 244.74 feet; thence S61°08'04"W, 174.53 feet; S33°08'04"W, 331.38 feet; thence S14°41'58"W, 31.62 feet; thence S33°08'04"W, 60.00 feet; thence S67°32'10"W, 127.05 feet; thence S30°56'47"W, 99.19 feet; thence S05°38'36"E, 322.06 feet; thence S14°31'49"W, 139.69 feet; thence S68°33'10"W, 359.61 feet; thence S16°04'52"W, 169.89 feet; thence S27°44'19"E, 70.13 feet; thence S86°29'31"E, 100.00 feet; thence N74°21'05"E, 143.04 feet; thence N71°25'35"E, 198.13 feet; thence S44°55'54"E, 91.54 feet; thence S17°42'03"E, 74.16 feet; thence S00°16'17"W, 129.64 feet; thence S58°54'24"W, 107.94 feet; thence S68°01'37"W, 452.88 feet; thence S75°04'30"W, 169.24 feet; thence N24°11'26"W, 100.54 feet; thence N38°51'43"W, 112.77 feet; thence N71°46'35"W, 147.08 feet; thence N02°25'18"E, 346.51" feet; thence N09°25'02"W, 153.81 feet; thence N24°58'41"W, 334.59 feet; thence N07°49'08"W, 65.64 feet; thence N09°32'50"E, 942.00" feet; thence S75°59'02"E, 198.15 feet; thence N17°08'37"E, 377.17 feet; thence N67°42'43"W, 97.12 feet; thence N12°42'43"W, 327.74 feet; thence N65°22'24"E, 548.14 feet; to the beginning of a tangent curve concave northwesterly, having a radius of 545.00 feet; thence northeasterly 104.34 feet along the arc of said curve, through a central angle of 10°58'08", to a point of reverse curvature, having a radius of 20.00 feet; thence easterly 28.16 feet along the arc of said reverse curve, through a central angle 80°39'33", to a point of reverse curvature, having a radius of 780.00 feet; thence southeasterly 124.62 feet along the arc of said reverse curve, through a central angle of 9°09'14", to a point of tangency; thence S54°05'25"E, along said tangent, 444.11 feet; thence S35°54'35"W, 125.00 feet, to the Point of Beginning.

Subject to existing rights-of-way and easements.

Said parcel containing 63.066 acres, more or less.

(ms0224-b)

LEGAL DESCRIPTION OF A PARCEL OF LAND

Lot 5

That Portion of Parcel "B" as shown and delineated on that certain Record of Survey entitled "A PORTION OF RANCHO ARROYO SECO AND THE CITY OF IONE", filed for record January 12, 1979 in Book 31 of Maps and Plats, at Page 1, et seq, records of Amador County, California, described as follows:

Commencing at California Division of Highways Reference Monument 261 as shown on State Highway Map of Route 104, District 10, Amador County on Sheet 16 of 18; thence N66°54'19"W (Basis of Bearings), 1021.68 feet, to Reference Monument 250 as shown on said Map, Sheet 15 of 18; thence S01°23'24"W, 2749.17 feet, to the Point of Beginning; thence S16°55'58"E, 85.56 feet; thence S26°22'37"E, 126.97 feet; thence S39°07'03"E, 567.26 feet; thence N86°40'11"E, 78.92 feet, to a point in a non-tangent curve, the center of said curve bears S86°40'11"W, 270.00 feet; thence southerly 43.41 feet along the arc of said curve, through a central angle of 9°12'46", to a point of tangency; thence S05°52'57"W, along said tangent, 322.15 feet, to the beginning of a tangent curve concave westerly, having a radius of 670.00 feet; thence southerly 91.60 feet along the arc of said curve, through a central angle of 7°50'00", to a point of tangency; thence S13°42'57"W, along said tangent, 122.91 feet; thence N76°17'03"W, 325.00 feet; thence N13°42'57"E, 176.92 feet; thence N17°42'03"W, 991.79 feet; thence N85°28'14"E, 136.45 feet, to the Point of Beginning.

Subject to existing rights-of-way and easement.

Said Parcel containing 7.801 acres, more or less.

(ms0225-b)

*Robert B. Sheaffer*



LEGAL DESCRIPTION OF A PARCEL OF LAND

Lot 6

That Portion of Parcel "A" and "B" as shown and delineated on that certain Record of Survey entitled "A PORTION OF RANCHO ARROYO SECO AND THE CITY OF IONE", filed for record January 12, 1979, in Book 31 of Maps and Plats, at Page 1, et seq, records of Amador County, California, described as follows:

Commencing at California Division of Highways Reference Monument 261 as shown on State Highway Map of Route 104, District 10, Amador County on Sheet 16 of 18; thence N66°54'19"W (Basis of Bearings), 1021.68 feet, to Reference Monument 250 as shown on said Map, Sheet 15 of 18, thence S46°53'21"E, 254.30 feet, to the Point of Beginning, in the southwest right-of-way line of State Highway Route 104; thence S66°57'58"E, along said southwest line 581.76 feet; thence S64°23'14"E, 222.24 feet, to a point in a non-tangent curve, the center of said curve bears S23°02'03"W, 1930.05 feet; thence southeasterly 702.52 feet along the arc of said curve and said southwesterly line, through a central angle of 20°51'18"; thence S27°39'43"W, along said southwesterly line, 20.00 feet; thence S62°19'53"E, along said southwesterly line, 64.52 feet, to a point in a non-tangent curve, the center of said curve bears S45°53'41"W, 1930.05 feet; thence southeasterly 401.57 feet along the arc of said curve, through a central angle of 11°55'16", to a point of tangency; thence S32°11'03"E, along said southwesterly line, 363.89 feet; thence S33°49'15"E, along said southwesterly line, 340.07 feet; thence N68°42'01"W, along the northerly line of "Preston Subdivision" according to Book 2 of Subdivisions, at Page 15, records of Amador County, 207.40 feet; thence N82°03'19"W, along said northerly line, 145.20 feet; thence N40°27'13"W, along said northerly line, 110.19 feet; thence N70°59'38"W, along said northerly line, 217.10 feet; thence S62°27'33"W, along said northerly line, 217.08 feet; thence S16°01'06"W, along said northerly line, 20.47 feet; thence N73°58'55"W, 203.94 feet; thence S65°18'49"W, 111.23 feet; thence S12°49'49"W, 138.66 feet; thence S05°05'10"E, 215.06 feet; thence S26°09'56"E, 127.11 feet; thence N60°13'19"E, 125.00 feet, to a point in a non-tangent curve, the center of said curve bears N60°13'19"E, 375.00 feet; thence southeasterly 115.00 feet along the arc of said curve, through a central angle of 17°34'15"; thence S46°22'06"W, 339.44 feet; thence S49°04'50"W, 767.64 feet; thence S82°34'40"W, 76.29 feet; thence N43°03'38"W, 36.22 feet; thence N39°07'03"W, 232.87 feet; thence N10°14'11"W, 54.81 feet; thence N07°01'12"E, 55.16 feet; thence N26°03'35"E, 40.73 feet; thence N34°08'04"E, 811.40 feet; thence N23°04'06"E, 25.06 feet; thence N55°51'56"W, 120.19 feet, thence N34°08'04"E, 42.97 feet, to the beginning of a tangent curve, concave northwesterly, having a radius of 380.00 feet; thence northerly 207.81 feet along the arc of said curve, through a central angle of 31°19'59"; thence N72°48'40"E, 177.60 feet; thence S66°42'22"E, 134.19 feet; thence N65°18'49"E, 143.16 feet; thence N17°36'28"E, 375.21 feet; thence N54°53'39"W, 581.06 feet; thence S79°03'44"W, 557.46 feet; thence S35°54'35"W, 65.00 feet; thence N54°05'25"W, 315.83 feet; thence N23°01'38"E, 693.12 feet, to the Point of Beginning.

Subject to existing rights-of-way and easements.

Said parcel containing 44.033 acres, more or less.

(ms0232-b)

*Robert B. Sheaffer*

EXHIBIT A  
Page 6 of 7



BOOK 0613 PAGE 03

LEGAL DESCRIPTION OF A PARCEL OF LAND

Lot 7

That Portion of Parcel "B" as shown and delineated on that certain Record of Survey entitled "A PORTION OF RANCHO ARROYO SECO AND THE CITY OF IONE", filed for record January 12, 1979 in Book 31 of Maps and Plats, at Page 1, et seq, records of Amador County, California, described as follows:

Commencing at California Division of Highways Reference Monument 261 as shown on State Highway Map of Route 104, District 10, Amador County, on Sheet 16 of 18; thence N66°54'19"W (Basis of Bearings), 1021.68 feet, to Reference Monument 250 as shown on said Map, Sheet 15 of 18, thence S30°28'06"E, 2852.74 feet, to the Point of Beginning; thence S48°51'08"E, 192.42 feet; thence S75°01'59"E, 151.58 feet, thence S14°58'01"W, 512.19 feet; thence S25°00'44"W, 231.67 feet; thence S19°37'49"W, 363.90 feet; thence S83°41'26"W, 325.49 feet; thence S63°35'48"W, 570.75 feet; thence N13°42'57"E, 146.90 feet; thence N48°11'53"E, 681.80 feet; thence N32°05'44"E, 110.33 feet; thence N15°59'36"E, 164.24 feet; thence N37°03'04"E, 174.60 feet to the Point of Beginning.

Subject to existing rights-of-way and easements.

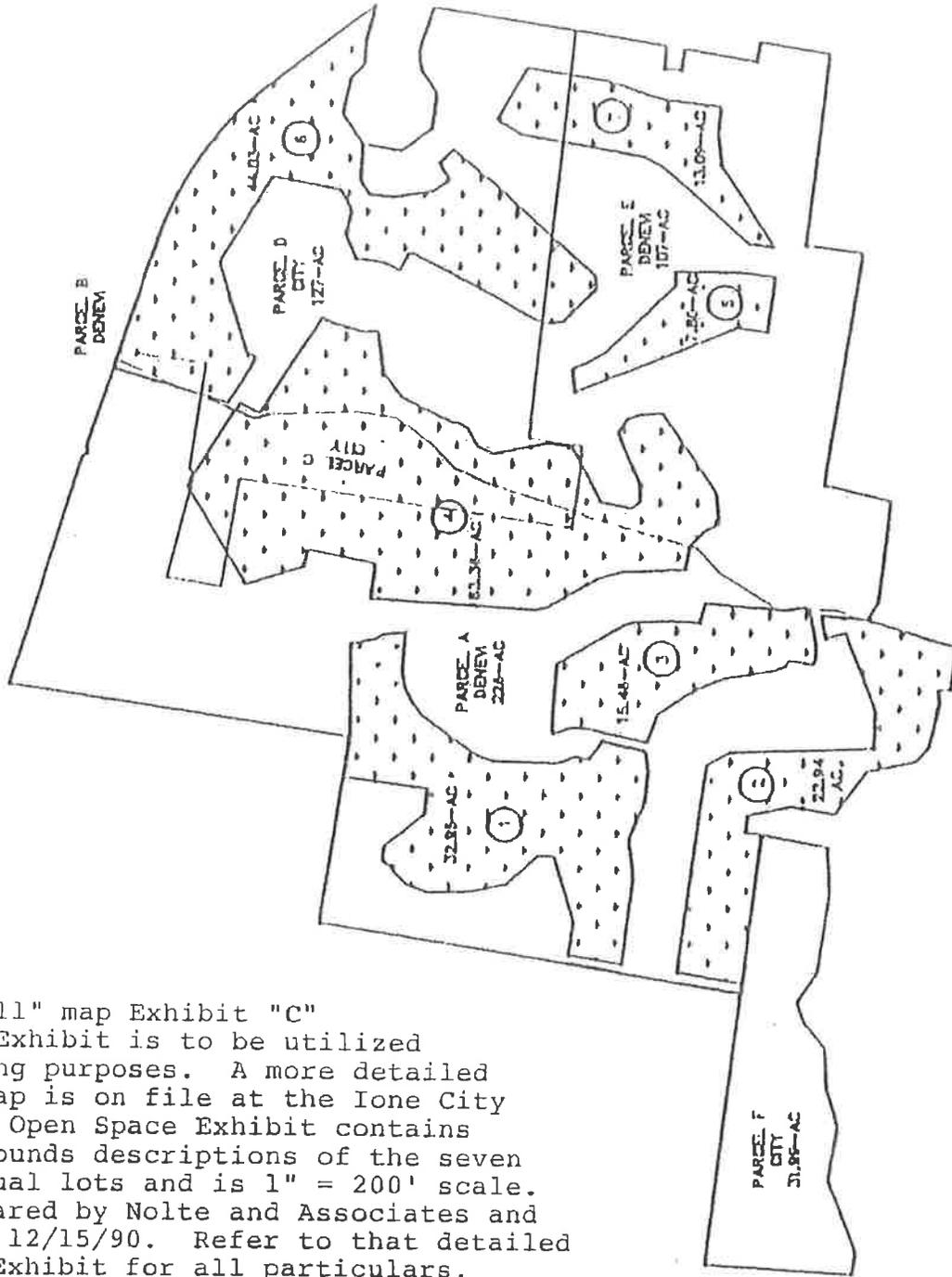
Said parcel containing 12.708 acres, more or less.

(ms0226-b)

Robert Sheaffer



EXHIBIT B



31-M-2

This 8½" x 11" map Exhibit "C" Open Space Exhibit is to be utilized for recording purposes. A more detailed 36" x 42" map is on file at the Ione City Hall. That Open Space Exhibit contains metes and bounds descriptions of the seven (7) individual lots and is 1" = 200' scale. It was prepared by Nolte and Associates and was amended 12/15/90. Refer to that detailed Open Space Exhibit for all particulars.



SCALE 1" = 1000'

EXHIBIT B  
OPEN SPACE EXHIBIT



0612 258

**LANDSCAPE MAINTENANCE AGREEMENT  
BETWEEN THE CITY OF IONE AND PORTLOCK INTERNATIONAL**

THIS AGREEMENT, ("Agreement") made and entered into this 15<sup>th</sup> day of October, 2013, ("Effective Date") by and between CITY OF IONE, a municipal corporation of the State of California (hereinafter referred to as "City"), and PORTLOCK INTERNATIONAL LTD, a California Corporation, (hereinafter referred to as "Contractor");

**WITNESSETH:**

**WHEREAS**, Contractor and the City are both interested in the appropriate landscape maintenance of the common areas at the front of the Castle Oaks Subdivision, specifically the Castle Oaks frontage on Highway 104 and the median strip along Castle Oaks Drive as outlined on Exhibit A; and

**WHEREAS**, the City has assessed several different options for landscape maintenance, including plant and turf care including trimming, pruning, fertilization, weed control, and maintenance of the irrigation system, of the area outlined on Exhibit A; and

**WHEREAS**, Contractor has volunteered its services at a rate of \$835 per month when compared with other professional landscape maintenance options which ranged from \$2,400 to \$3,400 per month;

**NOW THEREFORE, IT IS MUTUALLY AGREED** between the City and Portlock as follows:

**1. Term of Agreement.**

This Agreement shall commence on the effective date and shall remain in effect for a period of two (2) years. This contract can be renewed for a subsequent term of two (2) years upon the mutual agreement of the parties. Contractor shall have a continuing obligation, after said contract period, to comply with any provision of this Agreement intended for the City's protection or benefit, or that that, by its sense and context, is intended to survive the completion, expiration or termination of this Agreement.

**2. Scope of Work.**

Contractor shall perform all of the services set forth above.

**3. Consideration and Terms of Payment.**

The consideration for all services performed or supplied by Contractor under this Agreement shall be paid by the City as follows:

**3.1. Total Obligation.**

The City's total obligation to Contractor under this Agreement, including compensation for goods, services, and reimbursable expenses, shall not exceed a flat fee of \$20,040 for the two year term without the prior written approval of the City.

### ***3.2. Frequency of Invoicing and Terms of Payment.***

Contractor shall submit invoices upon completion of the work each month. The City shall pay such invoices consistent with Section 4.5.

## **4. General Terms and Conditions.**

The terms and conditions contained in this Agreement shall govern and shall take precedence over any different or additional terms and conditions that Contractor may have included in any documents attached to or acCitying this Agreement. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by both parties.

### ***4.1. Choice of Law, Forum Selection, Entire Agreement, and Amendment.***

This Agreement shall be construed under California law (without regard for choice-of-law considerations) and the policies and procedures of the City, as amended from time to time. Any action arising out of this Agreement shall be heard by a state court in California. For this purpose, Contractor specifically consents to jurisdiction in Amador County. This Agreement constitutes the entire agreement and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. The City shall not be bound by any amendment to this Agreement unless such amendment has been signed by the City's Director of Purchasing Services.

### ***4.2. Warranty.***

Contractor expressly warrants and guarantees that the services performed under this Agreement will be of the highest professional standards and quality. If this warranty is breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered by the City and any other persons, and to defend, indemnify, and hold harmless the City and its regents, faculty members, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by the City.

### ***4.3. Assignment.***

The Contractor may not assign any obligations of this Agreement without the prior written consent of the City. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Agreement. This Agreement shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Agreement shall be void. Notwithstanding any notice of assignment, City's tender of payment to the Contractor named herein, or to any person reasonably believed by City to be entitled to payment, shall satisfy City's obligation to pay, and in no event shall City be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

#### ***4.4 Use of City Name or Logo.***

Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the City or the name of any representative of the City in any sales promotion work or advertising, or any form of publicity, without the written permission of the City in each instance.

#### ***4.5 Terms of Payment.***

Subject to the conditions below, payment shall be made by the City within 30 days upon Contractor's presentation of an invoice for services rendered pursuant to this Agreement. City may withhold payment in whole or in part for services found by the City to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, or not in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations.

#### ***4.6 Termination.***

The City may terminate this Agreement in whole or in part for Cause upon thirty (30) days written notice if Contractor fails to comply with any material term or condition of this Agreement, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Agreement. Late delivery of services, or services that are defective or do not conform to the Agreement shall, without limitation, be causes allowing the City to terminate for cause.

#### ***4.7 Independent Contractor.***

CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE OF THE CITY. NEITHER CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE CITY. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, INCLUDING ALL FEDERAL AND STATE INCOME TAX ON ANY MONIES PAID PURSUANT TO THIS AGREEMENT. CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO TAX WITHHOLDING, WORKER'S COMPENSATION, UNEMPLOYMENT COMPENSATION, OR ANY EMPLOYEE BENEFITS, STATUTORY OR OTHERWISE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE CITY TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF CONTRACTOR, ITS EMPLOYEES, AND AGENTS.

#### ***4.8 Non-Waiver.***

No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

#### **4.9. *Limitation on City Liability.***

IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT. THE CITY'S MAXIMUM OBLIGATION UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT SET FORTH IN SECTION 3.1.

#### **4.10. *Insurance.***

Unless more specific insurance provisions are attached, the following shall apply. At all times during its performance under this Agreement, Contractor shall obtain and keep in force comprehensive general and professional liability insurance, including coverage for death, bodily or personal injury, property damage, including liability and automobile coverages, with limits of not less than one million dollars per claim or occurrence. All such certificates evidencing such insurance shall name the Regents of the City as an additional insured. Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor shall provide all such certificates to the City prior to commencement of services or delivery of goods and shall reference the Contract for Professional Services Number listed on the front of this Agreement when providing such certificates.

#### **4.11. *Indemnification.***

Contractor agrees to release, defend, indemnify, and hold harmless the City, its Councilmembers, employees and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorney fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties under Section 4.2. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional or willful acts of the City.

#### **4.12. *Affirmative Action, Equal Employment Opportunity, and Targeted Group Business.***

The City is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor will maintain non-segregated facilities for their employees and not allow their employees to perform services at any segregated facilities under its control. By accepting this Agreement, Contractor certifies that it complies with all applicable federal and state laws as well as City policies related to non-discrimination, equal employment opportunity, and affirmative action.

**4.13. Compliance with Laws and Debarment.**

Contractor certifies that all services furnished under this Agreement shall comply with all applicable federal, state, and local laws and regulations, as well as City policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Agreement. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal government. Contractor shall notify the City if it becomes debarred or suspended during the term of this Agreement. The City may immediately terminate this Agreement in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by the City in connection therewith.

**4.14. Notices/Administration.**

Except as otherwise provided in this Agreement, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

All notices to either party under this Agreement shall be promptly delivered to the other party concerning notice of any claim, action or proceeding:

Notice to:	CITY:	PORTLOCK:
	City Manager	William O. Perry, IV
	City of Ione	Portlock International Ltd.
	P.O. Box 328	17 E. Winchester St., Ste.200
	1 E. Main Street	Salt Lake City, Utah 84107
	Ione, CA 95640	

**4.15. Acknowledgement.**

In signing, the Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to the City is correct; (2) it is not subject to back up withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Agreement and perform its obligation under this Agreement. Contractor must cross out and initial item (2) and notify the City in writing at [address], if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. The Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.



Notwithstanding this certification, Contractor hereby acknowledges that the City has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this agreement is executed.

**4.16. Severability.**

If any provision of this Agreement shall be invalid or unenforceable with respect to any party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Agreement shall be valid and be enforceable to the fullest extent permitted by law.

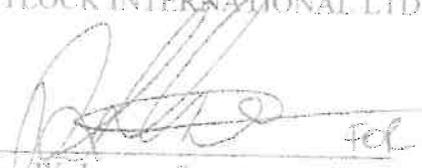
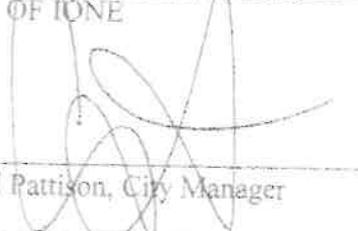
**4.17. Survivability.**

The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Agreement, including the making of any and all payments hereunder.

**4.18. Counterparts**

This Agreement may be signed in counterparts and facsimile or electronic signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, the City of Ione, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk; and Contractor has caused this Agreement to be executed by its authorized agent.

PORTLOCK INTERNATIONAL LTD  By  fel Dan W. Jepsen, Secretary	CITY OF IONE  By  Ed Pattison, City Manager
	CITY OF IONE APPROVED AS TO FORM:  By  James D. Maynard, Ione City Attorney

# Exhibit A

