REGULAR MEETING STARTS AT 6:00 PM

Mayor Stacy Rhoades
Vice Mayor Dominic Atlan
Council Member Dan Epperson
Council Member Rodney Plamondon
Council Member Diane Wratten

DUE TO THE GOVERNOR'S EXECUTIVE ORDER N-25-20, THE CITY OF IONE WILL BE CONDUCTING ITS MEETING IN PERSON AT 1 E. MAIN STREET, IONE, CA 95640 AND VIA ZOOM

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

Join Zoom Meeting

https://zoom.us/i/2351961316?pwd=d3lWTW0zbVJLblpQNXBDQWtpZkRyUT09

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Passcode: 95640
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Dial by your location

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> Meeting ID: 235 196 1316 Passcode: 95640

Find your local number: https://zoom.us/u/aex3ZLbqqp

Tuesday, October 19, 2021 1 E. Main Street Ione, CA 95640

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

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

The lone City Council welcomes, appreciates, and encourages participation in the City Council Meeting. The City Council reserves the right to reasonably limit the total time for public comment on any particular noticed agenda item as it may deem necessary. Full staff reports and associated documents are available for public review at the Office of the City Clerk, City Hall, 1 E. Main Street, Ione, CA. Hard copies may be obtained for \$3.60 for pages 1-5 and \$.45 for each additional page. Documents that are not available when the agenda is posted will be made available for public review at the meeting.

AGENDA

A. ROLL CALL

B. CLOSED SESSION:

 Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator

Property: 17 E. Main Street APN 004-101-006

Agency Negotiator: Michael Rock, Interim City Manager Negotiating Parties: Wayne Moore, Property Owner

- Conference with Labor Negotiations Pursuant to Government Code 54957.6
 - a. Agency Negotiators Michael Rock, Interim City Manager
 - b. Employee Organization: Ione Police Officers Association
- C. PLEDGE OF ALLEGIANCE
- D. APPROVAL OF AGENDA
- E. PRESENTATIONS/ANNOUNCEMENTS: None

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

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

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

G. CONSENT CALENDAR:

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

- 1. Approval of Minutes: September 21, 2021 and October 5, 2021
- H. PUBLIC HEARING: None
- I. REGULAR AGENDA:
 - 2. Adoption of Resolution No. 2021-29 Approving the Final Map and Authorization to Sign the Subdivision Improvement Agreement for Wildflower Unit #2
 - 3. Adoption of Resolution No. 2021-28 Adopting the Fiscal Year 2021-22 Final Budget

- J. REPORTS AND COMMUNICATIONS FROM CITY MANAGER
- K. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEMS
- L. ADJOURNMENT

NOTICE REGARDING CHALLENGES TO DECISIONS

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

ADA COMPLIANCE STATEMENT

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

I, Janice Traverso, the City Clerk of the City of Ione declare under penalty of perjury that the foregoing agenda for the Tuesday, October 19, 2021 meeting of the Ione City Council was posted on October 16, 2021.

Janice Traverso, City Clerk



CITY OF IONE COUNCIL MEETING MINUTES Meeting of September 21, 2021

Mayor Rhoades called meeting to order at 6:00 PM

A. ROLL CALL:

Present: Stacy Rhoades, Mayor

Dominic Atlan, Vice Mayor
Dan Epperson, Councilmember
Rodney Plamondon, Councilmember

Absent: Diane Wratten, Councilmember (Excused)

Staff: Michael Rock, Interim City Manager

Sophia Meyer, City Attorney

B. PLEDGE OF ALLEGIANCE:

Mayor Rhoades led the Pledge of Allegiance.

C. APPROVAL OF AGENDA:

It was moved by Councilmember Epperson, seconded by Vice Mayor Atlan and carried to move the Closed Session to the end of the meeting and pull Item #3 under Regular Agenda, "Discussion of Official City Council Minutes".

AYES: Rhoades, Atlan, Epperson, Plamondon

NOES: None
ABSENT: Wratten
ABSTAIN: None

D. PRESENTATIONS/ANNOUNCEMENTS:

 Mr. Kevin Moore and Mr. George Diaz representing Specialty Granules, Inc. (SGI), lone gave a power point presentation on their company and what products are produced at their plant--construction aggregates, some agricultural products and roofing granules, which is their primary business and is produced mostly in lone. Over half of their employees are Amador County residents.

E. PUBLIC COMMENT:

Mr. David Anderson commented on the following:

- He has several pending PRA requests that have not been fulfilled.
- There are perceived irregularities in City contracts
- PERC contract not going through the competitive bidding process

F. CONSENT CALENDAR:

It was moved by Vice Mayor Atlan, seconded by Councilmember Plamondon and carried to approve the following Consent Calendar:

1. Approval of Minutes: July 20, 201 and August 3, 2021

AYES: Rhoades, Atlan, Epperson, Plamondon

NOES: None
ABSENT: Wratten
ABSTAIN: None

DISCUSSION ITEMS:

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

G. PUBLIC HEARING:

2. Introduce and waive the First Reading of Ordinance No. 526 – Standing Committee for Special Districts – Ordinance No. 526 would allow a citizens advisory committee to meet as needed to discuss all matters relating to any special district in the City and to make any recommendations to the City Council relating to any aspect of the function and purpose of any special district and the fees charged. The City must follow the Prop. 218 process for any special district tax that is created or amended beyond the scope of the original creation of the special district.

Mayor Rhoades opened the public hearing.

Gary Thomas, asked if Mello Roos would be part of the Standing Committee—yes.

Mike Evans, asked how the members would be chosen—his name is already on the list.

Roger Merritt volunteered to be on the Committee.

Mayor Rhoades closed the public hearing.

Vice Mayor Atlan commented that ideally it would be one representative from each District, but would like some flexibility if we cannot get a volunteer from each district.

H. REGULAR AGENDA:

4. Discussion of Citywide Traffic Concerns – Vice Mayor Atlan is bringing this to the attention of staff because of the complaints I have been receiving from residents regarding speeding along Foothills Drive, Castle Oaks Drive, Fairway Drive and Shakeley Lane. I am looking for ways to best curtail the speeding—flashing lights on the main roads coming into lone, or radar trailers.

Police Chief Jeff Arnold comments:

- Instructed officers to be there as much as they can slow the speeding
- Additional radar unit with message boards
- Additional signs like the ones that have recently been installed on the Highway 104 and 124

I. REPORTS AND COMMUNICATIONS FROM CITY MANAGER:

- Final draft budget on October 5, 2021 meeting with adoption on October 19, 2021
- Audit for Fiscal Year 2018/2019 is 99% complete
- RFP for IT Services has been released and due October 4, 2021
- League of California Cities Annual Meeting September 22-24, 2021

J. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEMS

Vice Mayor Atlan:

- Caltrans will do be doing an overlay on Main Street and repairs to the drains on Main Street next year.
- LAFCO is working on amending boundary districts for the County Fire Departments
- Median at Castle Oaks still needs attention—pipes need to be redesigned

K. CLOSED SESSION: Council convened to Closed Session to discuss the following:

- Conference with Legal Counsel-Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph (2) of Section 54956.9 of the Government Code - One (1) Case
- Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator

Property: APN 004-151-012

Agency Negotiator: Michael Rock, Interim City Manager Negotiation Parties: Loreta Tillery and Helen Ninnis

 Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator

Property: 17 E. Main Street APN 004-101-006

Agency Negotiator: Michael Rock, Interim City Manager Negotiating Parties: Wayne Moore, Property Owner

L. DISPOSITION OF CLOSED SESSION: Council reconvened to Open Session and Mayor Rhoades announced that information was received and direction was given:

- Conference with Legal Counsel-Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph (2) of Section 54956.9 of the Government Code - One (1) Case
- Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator

Property: APN 004-151-012

Agency Negotiator: Michael Rock, Interim City Manager Negotiation Parties: Loreta Tillery and Helen Ninnis

 Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator

Property: 17 E. Main Street APN 004-101-006

Agency Negotiator: Michael Rock, Interim City Manager Negotiating Parties: Wayne Moore, Property Owner

M. ADJOURNMENT:

Mayor Rhoades adjourned the meeting.

Respectfully submitted, Janice Traverso. City Clerk

CITY OF IONE COUNCIL MEETING MINUTES Meeting of October 5, 2021

Mayor Rhoades called meeting to order at 6:00 PM

A. ROLL CALL:

Present: Stacy Rhoades, Mayor

Dominic Atlan, Vice Mayor Dan Epperson, Councilmember

Rodney Plamondon, Councilmember (Zoom)

Diane Wratten, Councilmember

Staff: Michael Rock, Interim City Manager

Sophia Meyer, City Attorney

Mary Morris-Mayorga, Finance Manager

Janice Traverso, City Clerk

B. CLOSED SESSION: Council convened to Closed Session to discuss the following:

- Conference with Legal Counsel-Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph (2) of Section 54956.9 of the Government Code - One (1) Case
- Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator

Property: APN 004-151-012

Agency Negotiator: Michael Rock, Interim City Manager Negotiation Parties: Loreta Tillery and Helen Ninnis

 Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator

Property: 17 E. Main Street APN 004-101-006

Agency Negotiator: Michael Rock, Interim City Manager Negotiating Parties: Wayne Moore, Property Owner

- C. DISPOSTION OF CLOSED SESSION: Council reconvened to Open Session and Mayor Rhoades announced information was received and direction was given on the following:
 - Conference with Legal Counsel-Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph (2) of Section 54956.9 of the Government Code - One (1) Case
 - Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator

Property: APN 004-151-012

Agency Negotiator: Michael Rock, Interim City Manager Negotiation Parties: Loreta Tillery and Helen Ninnis

Pursuant to Government Code Section 54956.8 Conference with Real

Property Negotiator

Property: 17 E. Main Street APN 004-101-006

Agency Negotiator: Michael Rock, Interim City Manager Negotiating Parties: Wayne Moore, Property Owner

D. PLEDGE OF ALLEGIANCE:

Mayor Rhoades led the Pledge of Allegiance.

E. APPROVAL OF AGENDA:

It was moved by Councilmember Epperson, seconded by Councilmember Wratten and carried to approve of the agenda.

AYES: Rhoades, Atlan, Epperson, Plamondon, Wratten

NOES: None ABSENT: None ABSTAIN: None

F. PRESENTATIONS/ANNOUNCEMENTS: None

G. PUBLIC COMMENT: None

H. CONSENT CALENDAR:

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

- 1. Approve the minutes of September 7, 2021
- Waive the Second Reading by Substitution of Title Only and adopt Ordinance No. 527
 Standing Committee for Special Districts

AYES: Rhoades, Atlan, Epperson, Plamondon, Wratten

NOES: None ABSENT: None ABSTAIN: None

It was moved by Vice Mayor Atlan, seconded by Councilmember Epperson and carried to approve the following amendment of August 17, 2021 Minutes to read: "Mr. Anderson received a copy of Dominic Atlan's Form 700, which showed "No Reportable Interests".

AYES: Rhoades, Atlan, Epperson, Plamondon, Wratten

NOES: None ABSENT: None ABSTAIN: None

It was moved by Councilmember Epperson, seconded by Vice Mayor Atlan and carried to approve the minutes of August 17, 2021 with the amendment by Vice Mayor Atlan.

AYES: Rhoades, Atlan, Epperson, Plamondon, Wratten

NOES: None ABSENT: None ABSTAIN: None

DISCUSSION ITEMS:

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

I. PUBLIC HEARING: None

J. REGULAR AGENDA:

3. Consider a Consultant Services Agreement with Coastland Engineering for certain Plan Check and Inspection Services – Interim City Manager Michael Rock explained that the City hired a part time Building Inspector to perform plan check and inspection services and primarily replaced Coastland Engineering, which prior to January, 2021 was providing these services to the City. Over the ensuing months both the City of Jackson and the City of Ione have required increased staff support for both plan check and inspection services. Our part time Building Inspector currently works full time for the City of Jackson and part time for the City of Sutter Creek and Ione. The workload is simply overwhelming at this point, and it is the desire of the City to hire Coastland on an as needed basis to supplement our part time plan checks and inspector with the increasing workload. In addition, our new City Engineer, SNG, does not provide inspection services. After discussion, it was moved by Councilmember Wratten, seconded by Vice Mayor Atlan and carried to approve a Consultant Services Agreement with Coastland Engineering for certain Plan Check and Inspection Services.

AYES: Rhoades, Atlan, Epperson, Plamondon, Wratten

NOES: None
ABSENT: None
ABSTAIN: None

3. Review Proposed Budget for Fiscal Year 2021-2022 – On September 30, 2021 the Finance Committee reviewed the Budget. The proposed budget is balanced. Actual revenues for the closing year 2020/2021 were significantly higher than anticipated and expenditures slightly lower than anticipated thus allowing more flexibility in adding staff positions, creating a replacement fund for equipment and vehicles, maintain a healthy unrestricted reserve (Dry Period Fund), and paying back bank loans and debt from borrowing from other City restricted funds. In addition, the City will receive a total of \$2,040,000 in American Rescue Plan Act (ARPA) funding, which along with the Capital Improvement Budget will be presented as a separate budget at the October 19, 2021 City Council meeting.

Interim City Manager Michael Rock reviewed with the following with the Council:

- Revenues
- Reserves
- Key Priorities
- Staffing
- Interfund Loans

The budget will be on the October 19, 2021 for adoption.

K. REPORTS AND COMMUNICATIONS FROM CITY MANAGER:

 Interim City Manager read a letter from a Placerville resident thanking the First Responders on the Caldor Fire

L. COUNCIL COMMENTS/COMMITTEE REPORTS/FUTURE AGENDA ITEMS:

- Councilmember Wratten Electric Charging Station be on the next agenda
- Councilmember Epperson ACRA would like to bring Bingo to Ione
- Mayor Rhoades Amador County Sustainable Groundwater on next agenda PG&E Led lights installed on Main Street

M. ADJOURNMENT:

Mayor Rhoades adjourned the meeting.

Respectfully submitted,

Janice Traverso. City Clerk

Agenda Item

#2_

DATE: O

October 19, 2021

TO:

Honorable City Council

FROM:

Michael Rock, Interim City Manager

SUBJECT:

Wildflower Unit 2 – Approval of the Final Map and Authorization to Sign the

Subdivision Improvement Agreement

RECOMMENDED ACTION:

- A. Authorizes the Mayor to sign the Subdivision Improvement Agreement associated with Wildflower Unit 2.
- B. Approve the Final Map for Wildflower Unit 2 accepting, subject to improvement, the irrevocable offer of dedications for the public facility and public utility easements as shown on the final map; and the offers of dedication of roadway easements associated with Morning Glory Circle as shown on the map.

FISCAL IMPACT:

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

BACKGROUND:

The final map for Wildflower Unit 2, comprised of 36 single family residential lots, public utility easements, public facility easements and road right-of-way easements, was recently submitted to the City for review and consideration of approval and recordation. The map review process has recently been completed and the map has been found to be in conformance with the conditions of approval for the Wildflower development, City Ordinances, and the Subdivision Map Act.

The final map shows road right-of-way easements, public utility easements and public facility easements. The attached resolution recommends approving the Final Map and accepting, subject to improvement as acceptance by the City, the public facility and public utility easements as shown on the map, as well as accepting the road right-of-way easements.

The improvement plans associated with Wildflower Unit 2 are ready for approval. Construction of the improvements shown on the improvement plans is poised to begin in the next few months. Prior to the commencement of the improvements, a Subdivision Improvement Agreement is needed. Per the City's Municipal Code and portions of the Government Code known as the Subdivision Map Act, surety guaranteeing the improvement will be constructed must be included with the Subdivision Improvement Agreement. It should be noted that surety for the water system is not included in the overall bonding amounts. Amador Water Agency owns and operates the water system and bonding for the water system will be handled by them. The Subdivision Improvement Agreement has been prepared and has been signed by the developer.

OTHER AGENCY INVOLVEMENT:

The developer has entered into agreements with Amador Water Agency (AWA) for installation of all water improvements.

Attachments:

Resolution
Subdivision Improvement Agreement
Copy of the final map

RESOLUTION NO. 2021-29

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE, STATE OF CALIFORNIA APPROVING THE FINAL MAP FOR WILDFLOWER UNIT 2, ACCEPTING, SUBJECT TO IMPROVEMENT, THE DEDICATION OF THE PUBLIC UTILITY EASEMENTS, THE PUBLIC FACILITY EASEMENTS, AND THE IRREVOCABLE OFFER OF DEDICATION FOR THE ROAD RIGHT-OF-WAY EASEMENTS ASSOCIATED WITH MORNING GLORY CIRCLE, AND AUTHORIZING THE MAYOR TO SIGN THE SUBDIVISION IMPROVEMENT AGREEMENT

WHEREAS, Axios Homes, developer, has submitted a request for approval of a Final Map which proposes to subdivide the land known as Wildflower Unit 2 into 36 lots for single family homes; and

WHEREAS, the Final Map for Wildflower Unit 2 has been submitted for review to the City and has been found to be in conformance with the City's rules and regulations and those of the Subdivision Map Act, as well as those conditions of approval required to be completed prior to, or in conjunction with the Final Map recordation; and

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

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

- 1. That the City Council approves the Wildflower Unit 2 Final Map and accepts, subject to improvement, the offers of dedication for the public utility and public facility easements.
- 2. That the City Council hereby accepts, subject to improvement and acceptance of the improvements by the City, the offer of dedication for the road right-of-way easement associated with Morning Glory Circle.
- 3. That the City Council authorizes the Mayor to sign the Subdivision Improvement Agreement.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council on this 19th day of October 2021 by the following vote:

AYES: NOES: ABSENT: ABSTAIN: APPROVED:	ATTESTE	ED:		
Stacy Rhoades, Mayor	Janice	Traverso,	City	Clerk

SUBDIVISION IMPROVEMENT AGREEMENT Wildflower Unit 2

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement"), made and executed this _ day of October 2021, by and between Axios Homes, hereinafter referred to as "Subdivider" and The City of Ione, a municipal corporation, acting by and through its City Council, hereinafter referred to as "CITY."

WITNESSETH

- A. SUBDIVIDER is the owner of that certain tract of land situated in the City of Ione, County of Amador, State of California, generally known as Wildflower Unit 2; and
- B. SUBDIVIDER proposes to do and perform certain work of improvement thereon and adjacent thereto as hereinafter set forth; and
- C. CITY requires said proposed improvements be done in a good and workmanlike manner and in accordance with the laws now in force and effect in the CITY; and
- D. WHEREAS, a final map of said Wildflower Unit 2 has been prepared in accordance with the provisions of City Code has been filed by SUBDIVIDER with CITY:
- E. NOW, THEREFORE, in consideration of the approval and acceptance by the City Council of the CITY of said final map and the covenants therein contained, the parties hereto mutually agree as follows:

1. GENERAL REQUIREMENTS

SUBDIVIDER shall, at his own expense, complete all improvements as set forth below to the satisfaction of the CITY within twenty-four (24) months of the date of this agreement at an estimated cost of \$1,041,791.00 as set forth on Exhibit A attached hereto and made a part hereof. Improvements as proposed herein consist of streets, storm drains, water and sewer and utility improvements as set forth on the approved Improvement Plans for Wildflower Unit 2 dated September 2021 sheets 1 through 18 (the "Improvement Plans") and joint trench utility work Composite Utility Plans for Wildflower Unite 2 dated September 27, 2021, consisting of 1 sheet (the "Joint Trench Plans"), as may be amended by mutual agreement of the parties.

All improvements shall be completed in accordance with the following:

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

2. DEFINITION AND OWNERSHIP OF IMPROVEMENTS

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

3. TIME OF COMPLETION

- a. All of said improvements shall be completed within twenty-four (24) months from the date of this agreement. In the event SUBDIVIDER fails to complete the improvements within said twenty-four (24) months, the CITY may require the SUBDIVIDER or his Surety to pay for the completion of said improvements.
- b. If the construction of the onsite and offsite public improvements required of Subdivider by this Agreement is delayed (such as acts of God, or acts of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes or labor disputes, shortage of materials, sabotage, freight embargoes, inclement weather (defined herein only as weather conditions sufficient to prevent construction activities), permit or connection moratoriums instituted by public agencies or

utility companies, subsurface or latent physical condition, discovery of historical or archaeological items not previously known, acts of other utility companies related to the removal, relocation or installation of utilities.), upon written request to the City Administrator, the time for the completion thereof may be extended by the City for such period as caused by the delay, which extension may not be unreasonably withheld or delayed. The securities required of Subdivider by this Agreement shall be required by Subdivider to remain in effect throughout any extension.

4. SECURITY

SUBDIVIDER shall file with CITY, improvement security in accordance with Section 16.44, Improvement Security, of the City Code and City Improvement Standards in the form of a Completion Bond and Labor and Material Bond, each for an amount not less than 100% of the total improvement cost as set forth in Exhibit "A". Upon completion of improvements as set forth herein, SUBDIVIDER shall provide a maintenance bond in the amount of 10% of the improvements to be maintained by the City. In addition, surety shall be provided for setting all survey monuments as required on the final map for this subdivision.

5. [Intentionally left blank.]

6. RELEASE OF SECURITY

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

7. INSPECTION COSTS

SUBDIVIDER agrees to pay to CITY, prior to recording subdivision map, all inspection costs in accordance with the most recent City Code., City Improvement Standards and City Council Resolutions.

8. EFFECTIVE DATE OF CONTRACT

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

9. LIABILITY FOR NON-PERFORMANCE AND PERSONAL INJURIES

Neither the CITY nor any of its officers shall be liable to the SUBDIVIDER or its contractors for any error or omission arising out of or in connection with any work performed under this agreement. The CITY shall not be liable to the

SUBDIVIDER or any other person whatsoever for any injury or damage that may result to any person or property in the performance of this agreement.

10. RELEASE AND INDEMNIFICATION

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

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- 1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Said policies shall be in favor of SUBDIVIDER or its contractors and of CITY. Said policies shall state by their terms and by an endorsement that said policies shall not

be cancelled until CITY shall have a least thirty (30) days notice in writing of such cancellation.

11. LIABILITY OF SUBDIVIDER

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

12. SUBDIVIDER'S EXPENSES

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

13. CHARGES AND FEES

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

14. CONSTRUCTION

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

15. NOTIFICATION OF DEVIATIONS OR FAILURES

- a. CITY agrees to notify SUBDIVIDER in writing as to any deviations or failure in construction of the improvements pursuant to said plans and specifications and requirements of said CITY as soon as any deviation is brought to CITY's attention, and SUBDIVIDER shall immediately cause such deviation or failure to be corrected at the sole cost of SUBDIVIDER for a period of twelve (12) months following acceptance by City or filing of Notice of Completion, as appropriate.
- b. CITY is not, by inspection of the construction or installation of the subject facilities, representing SUBDIVIDER or providing a substitute for inspection and control of the work by SUBDIVIDER. Any inspections and observations of the work by CITY are for the sole purposes of providing notice of the stage and character of the work. The failure of the CITY to note variances from the plans and specifications for the project does not excuse or exempt SUBDIVIDER from complying with all terms of the approved plans and specifications.

16. CONVEYANCE

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

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

17. APPLICATION FOR SEWER OR WATER SERVICE

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

18. OBLIGATIONS FOR PIPELINE AND FACILITIES

Subject to the provisions of the Resolution and Ordinance described in subparagraphs 1A. through 1B., CITY shall be under no obligation to provide additional pipelines and facilities in order to serve SUBDIVIDER's project. Upon acceptance of the improvements by CITY, they shall become the sole property of CITY and shall be used and operated at CITY's sole discretion. The existing sewer facilities that cross property may be operational during the course of contractor's work and shall be protected from damage. No connections will be made to existing improvements until approved by City and a City representative is present to inspect the work. No water, debris, construction materials, or discharges of any type will be allowed to enter the existing pipe line without prior written approval of City, which approval shall not be unreasonably withheld or delayed.

19. RULES AND REGULATIONS

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

20. APPROVAL BY CITY ENGINEER

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

21. OBLIGATIONS OF SUBDIVIDER

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

22. NOTICE OF COMPLETION

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

23. CERTIFICATIONS OF SATISFACTORY COMPLETION

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

24. ASSIGNMENT

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

25. FILING OF "AS-BUILT" PLANS

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

26. BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY

a. Building permits will be issued for any lot within this subdivision and combustible materials will be stored on site when the temporary water supply is approved by the Ione Fire Chief.

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

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

27. HEIRS, SUCCESSORS, OR ASSIGNEES

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

EXECUTED this day of Amador, State of California.	of October 2021, in the City of Ione, County of
CITY:	SUBDIVIDER:
Stacy Rhoades, Mayor	Thomas Borges, Axios Homes
ATTEST:	
City Clerk	
APPROVED:	
Sophia R. Meyer, City Attorney	City Engineer
As to Form	As to Improvement Cost Estimate

EXHIBIT A

IMPROVEMENT COST ESTIMATE

Item #	Item Description	Estimated Cost
1	Mobilization	\$ 10,500
2	Site Grading	\$ 270,168
3	Unit 2 Sewer Improvements	\$ 161,613
4	Unit 2 Storm drain Improvements	\$ 54,111
5	Unit 2 Grading, Curb, Gutter, Sidewalks, Pavement, Signing & Striping	\$ 334,441
6	Joint Utility Trench Improvements	\$ 116,250
	Subtotal	\$ 947,083
	Contingency (10%)	\$ 94,708
	Total Estimated Construction Cost	\$ 1,041,791
	Monumentation	\$ 11,500.00

OWNER'S STATEMENT

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ALL AS SHOWN ON SAID MAP, WITHIN SAID SUBDIVISION.

DATE OWNER
WILDFLOWER 276, LLC, A CALFORNA LIMITED
LIABILITY COMPANY
BY: THOMAS BORGE, MANAGING MEMBER

NOTARY PUBLIC CERTIFICATE:
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I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

MY PRINCIPAL PLACE OF BUSINESS IS COMMISSION NO. SIGNATURE___

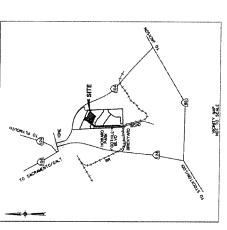
COUNTY

ACREAGE

7.47 ACRES 6.12 ACRES 1.35 ACRES TOTAL AREA: LOTS AREA: STREET AREA:

SUBDIVISION MAP NO. 156

WILDFLOWER SUBDIVISION, UNIT 2
BEING UNIT 2 OF WILDFLOWER SUBDIVISION, LARGE LOT FINAL MAP
FER BOOK 9 SUBDIVISION, LARGE LOT FINAL MAP
FILED THE 6TH OF OCTOBER 2008 FECORD OF AMADOR COUNTY
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CITY OF TOIL. M.D.M.
CITY OF TOIL. M.D.M.
COUNTY OF AMADOR, CALIFORNIA
KASL CONSULTING FIGGINEERS, INC.
SHEET 1 OF 5



CITY CLERK'S STATEMENT:

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

JANCE TRAVERSO, CITY CLERK

DATE

NOTE

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

ENGINEER'S STATEMENT

THIS MAP WAS PREPRED BY USE OR UNIOR TO DRECTOR AND IS BASED UPON RECORD DATA AND FEEL SHRYTS'S TO BE COMMETTED WE COMPETED AT THE RECORD TO SHRYDOWN STORT OF THE SUBDIVISION MAP ACT AND LOCK, ORDINAVEL AT THE RECORD AS THE RECORD AS THE STRUCK AND ADDITION OF THE PROPERTY STRUCK AND ADDITION OF THE PROPERTY OF CONDITIONAL PAPERONED TENTATIVE MAP AND ADDITIONALLY APPROVED TENTATIVE MAP AND ADDITIONALLY APPROVED TENTATIVE MAP AND ADDITIONALLY APPROVED TENTATIVE MAP.

R.C.E. 26388 JOHN C. SCROGGS

EXPIRATION DATE: MARCH 31, 2022

DATE



CITY ENGINEER'S STATEMENT:

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JOHN L. WANGER, CITY ENGINEER

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

RICHARD A. MOSHIER R.C.E. 30696

RECORDER'S STATEMENT:

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

INST. No. FEE KIMBERLY L. CRADY AMADOR COUNTY RECORDER

DEPUTY

APPROVING AUTHORITY'S STATEMENT

HEREBY STATE THAT I AM THE (CITY CLECK/PLANNIC COMMISSION CLERK) OF THE CITY OF DOME, STATE OF CALFORMA AND THAT THE CITYCOMOLY, PLANNING COMMISSION) BEING THE PROPER BODY, HAS APPROVED THE TRYATIVE MAP ENTITLED.

BY RESOLUTION NAMBER ON

CITY CLERK/PLANNING COMMISSION CLERK

DATE

TRUSTEE'S STATEMENT:		
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