

**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/j/2351961316?pwd=d3lWlTW0zbVJlblpQNXBDQWtpZkRyUT09>

Meeting ID: 235 196 1316

Passcode: 95640

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Meeting ID: 235 196 1316

Passcode: 95640

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

**Tuesday, September 7, 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 Ione City Council welcomes, appreciates, and encourages participation in the City Council Meeting. The City Council reserves the right to reasonably limit the total time for public comment on any particular noticed agenda item as it may deem necessary. Full staff reports and associated documents are available for public review at the Office of the City Clerk, City Hall, 1 E. Main Street, Ione, CA. Hard copies may be obtained for \$3.60 for pages 1-5 and \$.45 for each additional page. Documents that are not available when the agenda is posted will be made available for public review at the meeting.

## AGENDA

### A. ROLL CALL

### B. CLOSED SESSION:

- 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. PLEDGE OF ALLEGIANCE

### D. APPROVAL OF AGENDA

### E. PRESENTATIONS/ANNOUNCEMENTS:

- Presentation of Resolution No. 2021-28 Congratulating William George Gebhardt on his 100<sup>th</sup> Birthday

### 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: None

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: July 6, 2021, and July 20, 2021

2. Audited Warrants and Claims
  3. Waive the Second Reading by Substitution of Title and Adopt Ordinance 526 – Proposed Addition to the Lone Municipal Code Chapter 8.32 – Protection of Critical Infrastructure and Wildfire Risk Areas
  4. Reappointment of Angie Avila, Dan Traxler, and Sheldon Windley to the Park & Recreation Commission for the term September, 2021 – September, 2023
- H. PUBLIC HEARING: None
- I. REGULAR AGENDA:
5. Award of Engineering Services Agreement to SNG & Associates, LLC
  6. Community Development Block Grant Program – Coronavirus, Aid Relief, Economic Security Act (CDBG-CV1) Award
  7. Oppose Senate Bill 9 (Atkins) – Increased Density in Single Family Residential Zones
  8. Discussion of PERC Contract
- 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.

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**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.

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I, Janice Traverso, the City Clerk of the City of Lone declare under penalty of perjury that the foregoing agenda for the Tuesday, September 7, 2021 meeting of the Lone City Council was posted on September 3, 2021.

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Janice Traverso, City Clerk

**CITY OF IONE COUNCIL MEETING MINUTES**  
**Meeting of July 6, 2021**

**Mayor Rhoades reopened the June 29, 2021 meeting and reported on the Closed Session Items as follows:**

- Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph (2) of Section 54956.9 of the Government Code – Two (2) Cases – **Information was received by the Council and direction was given to staff on both cases**
- Pursuant to Government Code Section 54957 – Public Employment Performance Evaluation – Interim City Manager – Evaluation was held
- Pursuant to Government Code Section 54957 – Public Employment Performance Evaluation – City Attorney – Evaluation was held
- Pursuant to Government Code Section 54957 – Public Employment – City Manager – Discussion was held and direction was given to staff

**MOTION:** It was moved by Councilmember Epperson, seconded by Councilmember Wratten and carried to adjourn.

**AYES:** Rhoades, Atlan, Epperson, Plamondon, Wratten

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**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  
Diane Wratten, Councilmember

Staff: Michael Rock, Interim City Manager  
Sophia Meyer, City Attorney  
Janice Traverso, City Clerk

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

- Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:  
Property: 17 E. Main Street  
Agency Negotiator: Michael Rock, Interim City Manager  
Negotiating Parties: Wayne Moor, Property Owner  
Under Negotiation: Requesting Instructions to Negotiator regarding Price and Terms

**C. DISPOSITION OF CLOSED SESSION ITEMS:**

**Council reconvened to Open Session and announced that direction was given to staff on the following:**

- Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:  
Property: 17 E. Main Street  
Agency Negotiator: Michael Rock, Interim City Manager  
Negotiating Parties: Wayne Moor, Property Owner  
Under Negotiation: Requesting Instructions to Negotiator regarding Price and Terms

**D. PLEDGE OF ALLEGIANCE:**

Mayor Rhoades led the Pledge of Allegiance.

**E. APPROVAL OF AGENDA:**

**ACTION:** It was moved by Councilmember Epperson, seconded by Councilmember Wratten and carried to approve the agenda with the following amendments:

- Remove Items 2, 3, 4 and 5 (Consent Calendar) and add them to the Regular Agenda
- Remove April 20, 2021 Minutes from the Consent Calendar and continue them to the July 20, 2021 meeting.

**AYES:** Rhoades, Atlan, Epperson, Plamondon, Wratten

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**D. PRESENTATIONS/ANNOUNCEMENTS: Both items were continued to the July 20, 2021 meeting.**

- Robert Mees – Rancho Murieta Neighbors Magazine
- Presentation of Proclamation Thanking Carol Lipchik for her Years of Service as City Treasurer and City Employee

**E. PUBLIC COMMENT:**

- Mr. Jim Scully commented on an exchange between Dominic Atlan and David Anderson at the June 1, 2021 City Council meeting on the accuracy of Mr. Scully's information at the ARSA meeting. Copies of the ARSA minutes were given to each Councilmember.
- Mr. Andy Aguilera asked the Council if there was a price associated with the sale of 17 E. Main Street and if anyone looked at property. City Attorney Sophia Meyer explained that comments on this item should have been addressed in public comment before Closed Session.
- Mr. David Anderson spoke on the recycled water being used on the Golf Course, which contains contaminated water from Mule Creek Prison.

**G. CONSENT CALENDAR: Mayor Rhoades asked that Items 2, 3, 4 and 5 be pulled for discussion.**

**ACTION:** It was moved by Councilmember Wratten, seconded by Councilmember

Plamondon to approve the following Consent Calendar:

1. Approval of Minutes: April 6, 2021, May 4, 2021 and May 18, 2021
6. Adoption of Resolution No. 2021-19 Appointing a Director and Alternate to the Northern California Cities Self-Insurance Fund (NCCSIF)
7. Re-appointment of Frank Vargas and Lisa Vicari to the Creek Committee for the term June 2021 – June 2023

**AYES:** Rhoades, Atlan, Epperson, Plamondon, Wratten

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

Mayor Rhoades asked why the Mayor and Vice Mayor were removed as signers on the City's bank accounts and if it is legal for the check preparer to also sign the checks. Michael Rock, Interim City Manager explained that because the Council approves the budget, it would be a conflict of interest for the Council to sign checks and the check preparer is not the primary signer, the Interim City Manager is. The Finance Manager will be added to the list of signers as soon as we know who that will be.

After discussion, the following motion was made:

**MOTION:** It was moved by Mayor Rhoades to table these items to the next meeting.  
Motion died for lack of a second.

**MOTION:** It was moved by Vice Mayor Atlan, seconded by Councilmember Wratten and carried to adopt the following resolutions:

2. Adoption of Resolution No. 2021-15 Designating Signatures for American River Bank
3. Adoption of Resolution No. 2021-16 Designating Signatures for Wells Fargo Bank
4. Adoption of Resolution No. 2021-17 Designating Signatures for Local Agency Investment Fund (LAIF)
5. Adoption of Resolution No. 2021-18 Designating Signatures for Cantella & Company, Inc.

**AYES:** Atlan, Epperson, Plamondon, Wratten

**NOES:** Rhoades

**ABSENT:** None

**ABSTAIN:** None

**I. PUBLIC HEARING:** None

**DISCUSSION ITEMS:**

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

**J. REGULAR AGENDA:**

8. Adoption of Resolution No. 2021-20 Approving the Final Map for Castle Oaks Village 6-City  
Engineer John Wanger explained that Village 6 is comprised of 59 single family residential lots, 5 parcels (A-E). Parcel A is a small rectangular parcel behind lots 163 and 164 adjacent to the golf course and shall be maintained by the golf course. Parcels B and C are proposed open space areas behind lots 165-180 and 206-211. Parcels D and E cover the existing golf paths. Additionally there are public utility easements, public facility easements, roadway easements and golf facility easements. After discussion, the following motion was made:

**MOTION:** Councilmember Wratten, seconded by Councilmember Plamondon to approve the Subdivision Improvement Agreement and Final Map for Village 6 of Castle Oaks.

**AYES:** Rhoades, Atlan, Epperson, Plamondon, Wratten

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

9. Informational - Castle Oaks Village 10 – Bridge over Mule Creek Reimbursement – City Engineer John Wanger gave an update to the Council on Castle Oaks Village 10 project status and a reminder of the cost sharing agreement with the Developer with respect to construction of the bridge over Mule Creek.
- As part of the Village 10 development, the developer is required to build a bridge over Mule Creek for access to Village 10
  - As of May 21, 2021 all permits to construct the bridge have been obtained
  - Amendment #3 to the Development Agreement outlines the cost sharing between the developer and the City for construction of the bridge improvements
  - City agreed to set aside and reserve \$3,000 of Local Traffic Fee Funds for each unit within Village 4 through 10 for bridge construction. Staff is working with developer on an Improvement Agreement for the work associated with the bridge. Once the agreement is made, the Local Traffic Fee Funds shall become available for reimbursement costs incurred in connection with the bridge improvements
  - Since the bridge is being funded by Local Traffic Fee Funds, the Developer is required to follow the City's Purchasing Policy and to document the payment of prevailing wage as required by law.
  - This information is presented to Council, as the Developer wants to begin the process of obtaining construction bids, has had requested acknowledgment of this process and the commitment by the City prior to seeking bids.
10. Request for Softball Fields at Howard Park – Darrick Baker presented a conceptual plan for the future use of Howard Park for three softball fields. In order to secure grants and donations, the ACGSA is requesting the City write a letter of commitment reserving the needed space at Howard Park for the three fields. Council directed staff to meet with Darrick Baker before the next meeting.
11. Establish an Ad Hoc Committee for American Rescue Plan Act (ARPA) Funds-
- MOTION:** It was moved by Vice Mayor Atlan, seconded by Councilmember Plamondon and carried to appoint Councilmembers Epperson and Wratten to the American Rescue Plan Ad Hoc Committee.
- AYES:** Rhoades, Atlan, Epperson, Plamondon, Wratten
- NOES:** None
- ABSENT:** None
- ABSTAIN:** None

**K. CITY MANAGER REPORTS:**

- Thanked the City of Lone Fire Department for keeping the City safe on July 4, 2021

**L. FUTURE AGENDA ITEMS:**

- Dominic Atlan – Revisit the WIRUS layout  
Two of the Speed Signs on the highway are not working
- Stacy Rhoades - CalTrans will be overlaying Highway 104

**K. ADJOURNMENTS:**

It was moved by Councilmember Epperson, seconded by Councilmember Plamondon and carried to adjourn.

Respectfully submitted,

Janice Traverso. City Clerk



**CITY OF IONE COUNCIL MEETING MINUTES**  
**Meeting of July 20, 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  
Diane Wratten, Councilmember  
Staff: Michael Rock, Interim City Manager  
Carolyn Walker, City Attorney  
Janice Traverso, City Clerk

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

Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator:

- 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
- Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph(2) of Section 54956.9 of the Government Code – Two (2) Cases

**C. DISPOSITION OF CLOSED SESSION ITEMS:**

**Council reconvened to Open Session and announced that information was received and direction was given to staff on the following:**

- 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
- Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Paragraph(2) of Section 54956.9 of the Government Code – Two (2) Cases

**D. PLEDGE OF ALLEGIANCE:**

Mayor Rhoades led the Pledge of Allegiance.

**E. APPROVAL OF AGENDA:**

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

**AYES:** Rhoades, Atlan, Epperson, Plamondon, Wratten

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**F. PRESENTATIONS/ANNOUNCEMENTS:**

- Presentation of Proclamation Thanking Carol Lipchik for her Years of Service as City Treasurer and City Employee – Councilmember Dan Epperson presented Carol Lipchik with her Proclamation. Carol Lipchik was honored to work for the City and thanked the Council for their work.
- Jim Rooney, Amador County Assessor Updates on 2021-2022 Property Assessments for the City of Lone – Mr. Jim Rooney reported that in the past two years the assessments throughout the County have gone up about 8%. For Lone, assessments in 2020 went up over 11% and this last year they went up 7.14%.
- Robert Mees – Rancho Murieta Neighbors Magazine –Mr. Mees is proposing a campaign to help the City of Lone attract clientele from Rancho Murieta into the City by offering small businesses to advertise in Rancho Murieta Magazine. Mr. Mees would like the Council to encourage the City Manager to work with him on making this happen.

**G. PUBLIC COMMENT:**

- Larry McKenney, General Manager, Amador Water Agency talked about the current rate proposal. In January, 2021 a comprehensive study of their water system was done for the first time in their history. The study identified many deficiencies within the system. The consultants that prepared the study, developed a list of 98 projects, which are identified in a 20 year Capital Improvement Plan. The agency has been conducting a rate study over the past year and developed a five year financial plan to address our operations and maintenance needs. The public hearing on the Rate Study will be on July 27, 2021.
- Police Chief, Jeff Arnold announced the Annual Police Fundraiser on Saturday, September 18, 2021 at Evalynn Bishop Hall.

**H. CONSENT CALENDAR:** Vice Mayor Atlan pulled Items 2 and 3 from the Consent Calendar for discussion.

**ACTION:** It was moved by Vice Mayor Atlan, seconded by Councilmember Wratten and carried to approve the following items:

1. Approval of Minutes: April 20, 2021 and April 23, 2021
4. Adoption of Resolution No. 2021-14 – Correction to Resolution No. 2021-14 regarding Senate Bill 1 (SB-1) road Maintenance Project for fiscal Year 2021-2022

**AYES:** Rhoades, Atlan, Epperson, Plamondon, Wratten

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**2. Fiscal Year 2020-2021 Accounting Reports:**

- Why are we getting the July 2020 warrants in July 2021? Last time the warrants were received in a public meeting was June, 2020
- Castle Oaks is paying \$5,000 per month to water the median and with the proposed rate increase it will be \$20,000 per month and need to look at irrigating the median in a different way.
- Lone Hotel paid \$4,500 for TOT –first payment received of previous balance.

3. Adoption of Resolution No. 2021-22 – Authorizing the Levy of Special Taxes for Fiscal Year 2021-2022 for Community Facilities District 2005-2; Adoption of Resolution No. 2021-23 Authorizing the Levy of Special Taxes for Fiscal Year 2021-2022 for Community Facilities District 2006-1; and Adoption of Resolution No. 2021-24 – authorizing the Levy of Special Taxes for Fiscal Year 2021-2022 for Community Facilities District 2009-3 – Vice Mayor Atlan asked if the Special Tax B can be separated from the Mello Roos Taxes in the approval of the resolutions.

Mr. Kip Garvey, addressed the Council on Special Tax B in Improvement Area 3. It was disclosed by the builder that there were no Mello Roos taxes on his property, but I feel that the Special Tax B is a Mello Roos tax. I really don't mind paying the Special Tax B, but would like to know why this is so egregiously disproportionate. Mr. Garvey is asking the Council to look into the Special Tax B for the residents.

Mr. Steve Alviso and Mr. Mike Evans also spoke to the Special Tax B in Improvement Area 3, and added that they would like an accounting of the Special Tax B.

After discussion by the Council, it was moved by Vice Mayor Atlan, seconded by Councilmember Wratten and carried to table this discussion until the City Manager can meet with the proponents of the Special Tax B and bring this item back to the August 3, 2021 Council meeting.

**AYES:** Rhoades, Atlan, Plamondon, Wratten

**NOES:** Epperson

**ABSENT:** None

**ABSTAIN:** None

**I. PUBLIC HEARING: APPEAL:**

5. Adoption of Resolution No. 2021-21 Affirming or Reversing Decision of the Planning Commission at their June 8, 2021 for a Site Plan Review Permit for the Train Depot Museum and Park Restroom Facility at 315 S. Mill Street – An Appeal was filed on June 16, 2021 by Neighboring Residents/Property Owners

April Wooden explained that on May 12, 2021 the Planning Commission held a public hearing and approved a Site Plan Review Permit for the renovation of the train depot and construction of a park at 315 S. Mill Street. The Planning Commission approved the Site Plan Review Permit, which did not include review and approval of the restroom facility. On June 2, 2020 an information item on the approval of the Site Plan Review Permit was presented to the City Council. The City had planned to construct a restroom facility to serve the museum and park, but the plans for the facility were not ready for review at the time the overall project was reviewed and approved. Subsequently, the City initiated construction of the facility and nearby resident/property owners contacted the City. Construction was halted. Michael Rock, Interim City Manager on behalf of the City submitted a site plan review application requesting approval of a Site Plan Review Permit for the Train Depot Museum and Park Restroom Facility. The project would include the construction of a stand-alone restroom facility and in addition, the City would design and implement a landscaping plan to camouflage the exterior view of the

facility with fast growing species of trees and shrubs to mitigate impacts of the facility's appearance for property owners across the street from the facility.

At its regular meeting of June 8, 2021, the Planning Commission reviewed the staff report and held a public hearing in which interested residents, property owners and the public provided comment on the proposed project. After a lengthy discussion, the Planning Commission approved the Site Plan Review Permit.

Mayor Rhoades opened the Public Hearing

Mr. Mark Bentley spoke on behalf of the proponents and voiced their reasons for the Appeal:

1. Purpose and necessity of the standalone public restrooms project and the impact it will have on the City and the neighborhood.
2. Security and safety of the residents and children of our community
3. Location of the restrooms. Specifically, its proximity to residents' homes and lone Junior High foot traffic.
4. The stand-alone restrooms were not part of the approval process of the master plan
5. The reasoning for approval by Planning Commission

The following members of the public spoke in favor of the restrooms:

- Larry Rhoades
- Jake Herfel
- Andy Aguilera

Lidia Johnson is in the favor of restrooms, but would like to meet with the City to come up with a different location. Everyone in the neighborhood is excited about the park.

Mark Gebhardt, Planning Commissioner commented that the vote of the Commission was no slam dunk—the vote was: Yes-3, No-1, Abstain-1

Mayor Rhoades did speak to the land owners and did not say I would take care of it because I did not know what the problem was.

**MOTION:** It was moved by Vice Mayor Atlan, seconded by Councilmember Plamondon and carried to allow the City Planner to speak.

City Planner April Wooden stated that it is important to clarify that it was very clear when the site plan review permit was granted for the renovation to the train depot and construction of the park that it excluded the restroom facility. It was clear to everyone that night when they voted on it. According to the Municipal Code, it requires that every non-residential structure be reviewed in plan check by the Planning Department and this facility never came to Planning for plan check. I did not know that this was going on until I was informed by people at the City. I came out to lone and took pictures and it was clearly a non-residential structure that should have received plan check from Planning.

Mark Bentley thanked April Wooden for her explanation and this is what I have been trying to say all along—the rules were not followed.

Mayor Rhoades closed the public hearing

**MOTION:** It was moved by Councilmember Epperson, seconded by Councilmember Wratten and carried to adopt Resolution No. 2021-21 Reversing the decision of the Planning Commission and affirming the appeal; and refer the restrooms back to the Planning Commission for possible alternative sites.

**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

**J. REGULAR AGENDA:**

6. Request for Lone Junior Tennis Lessons at Howard Park – Garth Hohn would like the Council to consider his proposal to teach tennis lessons at Howard Park. After Discussion by the Council and positive comments from the public, the following motion was made:

**MOTION:** It was moved by Councilmember Wratten, seconded by Vice Mayor Atlan Wratten and carried to approve of Garth Hohn's use of the tennis courts on Sundays for lone Junior Tennis. City Manager Michael Rock added that he will provide a Facilities Use Agreement at the next meeting.

**AYES:** Rhoades, Atlan, Epperson, Plamondon, Wratten

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

7. Letter of Support to Amador County Girls Softball Association for the Use of Howard Park for Three Softball Fields – On July 6, 2021, Darrick Baker of the ACGSA presented to the City Council a conceptual plan for the future use of Howard Park for three softball fields, along with a parking lot plan to accommodate the ACGSA activities. After discussion, the following motion was made:

**MOTION:** It was moved by Councilmember Epperson, seconded by Councilmember Wratten and carried to write a letter of support to the Amador County Girls Softball Association.

**AYES:** Rhoades, Atlan, Epperson, Plamondon, Wratten

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

**K. CITY MANAGER REPORTS:**

- CalPERS earned a 21.3% return on their investment ending for Fiscal Year ending June 30, 2021 and yielded \$60 billion
- Staff interviewing firms for City Engineer and Headworks Project
- Plan to disburse funds from CDBG Business Grant on August 3, 2021
- City received the American Rescue Plan 1<sup>st</sup> installment - \$1.2 million
- City Auditors on site for the 2018/2019 Audit

**COUNCIL COMMENTS/FUTURE AGENDA ITEM:**

- Dominic Atlan:
  - Discussion on possible discipline or removal of Planning Commissioner
- Diane Wratten
  - Reported on First Meeting of Ad Hoc Committee for American Rescue Plan
- Stacy Rhoades
  - Would like the glass doors reinstalled separating the hallway from the Council Chambers
  - Would like Written Communications added to the agenda
  - RFP for repair plumbing on the median at Castle Oaks
  - Creek Committee will be sending notices to property owners that own to the middle of the creek that Fish & Game will be cleaning the creek

**K. ADJOURNMENT:**

It was moved by Councilmember Epperson, seconded by Councilmember Wratten and carried to adjourn at 9:10 p.m.

Respectfully submitted,

Janice Traverso. City Clerk

#2

## Report Criteria:

Report type: Invoice detail

Check.Type = {&lt;&gt;} "Adjustment"

Check Number	Check Issue Date	Vendor ID	Payee	Description	Amount
2316	08/09/2021	10	8X8 INC.	VOLP PHONE SERV GF MAY-JUN 21	771.86
2317	08/09/2021	30	ACES	HOWARD PK BIN-08/21	282.49
2317	08/09/2021	30	ACES	TRAIN DEPOT DUMPSTER	1,285.92
2318	08/09/2021	35	ACI ENTERPRISES INC	EMPLOYEE ASSISTANT PROGRAM 2021	561.60
2319	08/09/2021	85	AIR KING HEATING & AIR	A/C HEATER REPAIR-STATION #2	600.00
2320	08/09/2021	250	AMADOR COUNTY RECREATION AGENCY	MEMBERSHIP CONTRIBUTION FY 21-22	20,000.00
2321	08/09/2021	265	AMADOR COUNTY SHERIFF'S DEPT	DISPATCH SERV 4TH QTR FY 20-21	27,270.93
2321	08/09/2021	265	AMADOR COUNTY SHERIFF'S DEPT	MO. RIMS ACCESS FEE 6/21	432.70
2322	08/09/2021	425	ATT MOBILITY	MO. CELL-PARKS 7/21	153.45
2323	08/09/2021	540	BENEFIT COORDINATORS CORPORATION	LIFE INSURANCE & AD&D BENEFITS-MAR 2021	360.95
2323	08/09/2021	540	BENEFIT COORDINATORS CORPORATION	LIFE INSURANCE & AD&D BENEFITS-APR 2021	360.95
2323	08/09/2021	540	BENEFIT COORDINATORS CORPORATION	LIFE INSURANCE & AD&D BENEFITS-MAY 2021	360.95
2323	08/09/2021	540	BENEFIT COORDINATORS CORPORATION	LIFE INSURANCE & AD&D BENEFITS-JUN 2021	360.95
2323	08/09/2021	540	BENEFIT COORDINATORS CORPORATION	LIFE INSURANCE & AD&D BENEFITS-JUL 2021	360.95
2323	08/09/2021	540	BENEFIT COORDINATORS CORPORATION	LIFE INSURANCE & AD&D BENEFITS-AUG 2021	360.95
2324	08/09/2021	560	BENNETT, JAMES	REIMBURSE - USB PROGRAMMING CABLE - PD RADIOS	25.71
2327	08/09/2021	875	CARBON COPY INC.	COPY EXPENSE JUL 21	176.39
2328	08/09/2021	895	CASCADE FIRE EQUIPMENT CO	GLOVE, STR-X FIRE ARMOR LARGE & MEDIUM	185.30
2329	08/09/2021	905	CASELLE INC.	CONTRACT SUPPORT/MAINT-AUG 2021	1,651.00
2330	08/09/2021	1220	DE LAGE LANDEN INC.	MONTHLY COPIER LEASE 07/21	357.52
2331	08/09/2021	1325	DOLEZAL, MATTHEW	DOT PHYSICAL	100.00
2333	08/09/2021	1610	GALLS LLC - DBA BLUMENTHAL UNIFORM	FIRE DEPT - UNIFORMS	126.39
2334	08/09/2021	1615	GALT PIPE COMPANY	COUPLERS, PIPE FOR BASEBALL FIELD	458.81
2334	08/09/2021	1615	GALT PIPE COMPANY	COUPLERS, PIPE FOR BASEBALL FIELD	298.89
2337	08/09/2021	1855	HASA	MULTI-CHLOR	4,144.24
2338	08/09/2021	1950	HUNT & SONS INC.	HUNT FUEL - SEWER DEPT.	1,132.39
2340	08/09/2021	2050	IONE PLAZA MARKET	REFRESHMENTS FOR COUNCIL	116.54
2342	08/09/2021	2120	JB'S AWARDS & ENGRAVING	NAME TAGS - FIRE DEPARTMENT	64.65

Check Number	Check Issue Date	Vendor ID	Payee Description	Amount
2343	08/09/2021	2310	LEDGER DISPATCH ORD NO. 519 CITY COUNCIL	127.68
2343	08/09/2021	2310	LEDGER DISPATCH PLANNING COMMISSION PUBLIC NOTICES	535.44
2343	08/09/2021	2310	LEDGER DISPATCH CITY COUNCIL NOTICE OF PUBLIC HEARING	228.60
2345	08/09/2021	2570	MEEKS-WESTERN BUYERS LLC 19/32 4X8 8" OC DURATEMP SDG	77.67
2346	08/09/2021	2635	MISSION IT SOLUTIONS INC. MO. PHONE SERVICE MAINT PLAN	1,057.00
2346	08/09/2021	2635	MISSION IT SOLUTIONS INC. TREND MICRO ENDPOINT SECURITY 19 NODE LICENSE	1,329.81
2348	08/09/2021	2930	PG & E 2936909818-0-FIVE MI DR.	9,208.88
2350	08/09/2021	3145	RIEBES AUTO PARTS 21-6231 - SWITCH FD	15.11
2351	08/09/2021	3315	SANDY GULCH SIGN COMPANY 398 CALLOWY BULB REPLACEMENT	232.26
2353	08/09/2021	3485	SLAKEY BROS. - JACKSON IMP BUSH 2 1/2X 2 GALV BASEBALL	9.90
2354	08/09/2021	3570	STAPLES BUSINESS CREDIT CITY HALL - MULTIPURPOSE PAPER, HIGHLIGHTERS	220.75
2355	08/09/2021	3810	TOMMY'S GARAGE TIRE REPAIR	40.00
2357	08/09/2021	4000	VOLCANO TELEPHONE COMPANY ACCT. 22741058 08/21	495.07
2359	08/09/2021	4125	WIN-911 SOFTWARE WWTP SOFTWARE ANNUAL MAINT	660.00
2352	08/09/2021	3405	SHRED CITY 2-BIN SHREDDING SERVICE	125.00
2349	08/09/2021	2996	PRENTICE LONG PC PRA'S, COMMUNITY DEV. & TOT	8,153.47
2336	08/09/2021	1677	GOLD COUNTRY BACKFLOW CHECK BACKFLOW DEVICES - FD	635.00
2356	08/09/2021	3978	VIKING POOL MAINTENANCE POOL MAINTENANCE-JUL 2021	1,875.00
2341	08/09/2021	2071	IW SOLAR LLC SOLAR PRODUCED-WWTP JUL 21	10,228.05
2326	08/09/2021	732	CAL.NET INC INTERNET SERVICE AT EB HALL-JULY 21	104.87
2347	08/09/2021	2712	NATIONAL PLAYGROUND CONSTRUCTION PLAYGROUND EQUIPMENT INSTALLATION	9,585.00
2325	08/09/2021	4245	BHI Management Consulting SEARCH AND PLACEMENT FOR CITY MANAGER 05/21	6,902.00
2325	08/09/2021	4245	BHI Management Consulting SEARCH AND PLACEMENT FOR FINANCE MGR CONSULTANT 05/21	1,000.00
2335	08/09/2021	4285	GAMBREL COMPANIES INC. TRAIN DEPOT-CONCRETE	1,189.05
2339	08/09/2021	4355	HUNT; JUDY REFUND SEWER CREDIT	40.70
2344	08/09/2021	4360	LEVINE; MICHAEL REFUND SEWER CREDIT	181.20
2332	08/09/2021	4365	FERRARIO; MICHAEL T. REFUND SEWER CREDIT	40.70
2358	08/09/2021	4370	WARD; ELIZABETH REFUND SEWER CREDIT	2.60
2360	08/09/2021	4375	WISE; BILL REFUND OVERPAYMENT	40.70
1300	08/18/2021	1260	DEPARTMENT OF MOTOR VEHICLES REGISTRATION - LIC # 8RAR021	3,643.00



Check Number	Check Issue Date	Vendor ID	Payee	Description	Amount
2361	08/26/2021	10	8X8 INC.	VOLP PHONE SERV SW JUL-AUG 21	770.70
2362	08/26/2021	70	AFLAC	MO. EMPLOYEE INS. CONT. 07/21	286.84
2364	08/26/2021	115	ALHAMBRA	MO. WATER SERV-8/21	98.62
2365	08/26/2021	280	AMADOR LEDGER PRINT	POLICE FUNDRAISER SUPPLIES	185.33
2366	08/26/2021	315	AMADOR WATER AGENCY	005018-013-MAIN & SACRAMENTO	4,391.91
2368	08/26/2021	420	AT&T CALNET 3	MO. PHONE SERV. BAN:9391037281	779.83
2369	08/26/2021	425	ATT MOBILITY	MO. CELL - STREETS 8/21	153.45
2369	08/26/2021	425	ATT MOBILITY	FD FIRSTNET - 07/21	42.56
2371	08/26/2021	580	BIG VALLEY PRINTING	5K #10 WINDOW ENVELOPES	404.48
2372	08/26/2021	895	CASCADE FIRE EQUIPMENT CO	BELT WEATHER KIT	465.45
2373	08/26/2021	1200	DAVID TAUSSIG & ASSOC. INC	PROJECT D21-80266.000 IONE/ CFD 2005-2 IA 1 FY 21-22	1,947.50
2373	08/26/2021	1200	DAVID TAUSSIG & ASSOC. INC	PROJECT D21-80266.OS IONE/ CFD 2005-2 IA 1PREPAYMENT.	1,045.00
2373	08/26/2021	1200	DAVID TAUSSIG & ASSOC. INC	PROJECT D21-80267.000 IONE/ CFD 2005-2 IA 2 FY 21-22	855.00
2373	08/26/2021	1200	DAVID TAUSSIG & ASSOC. INC	PROJECT D21-80268.000 IONE/ CFD 2005-2 IA 3 FY 21-22	3,017.20
2373	08/26/2021	1200	DAVID TAUSSIG & ASSOC. INC	PROJECT D21-80268.OS IONE/ CFD 2005-2 IA 3 PREPAYMENT	1,330.00
2373	08/26/2021	1200	DAVID TAUSSIG & ASSOC. INC	PROJECT D21-80269.000 IONE/ CFD 2006-1 1 FY 21-22	995.60
2373	08/26/2021	1200	DAVID TAUSSIG & ASSOC. INC	PROJECT D21-80270.000 IONE/ CFD 2009-3 1 FY 21-22	927.50
2374	08/26/2021	1220	DE LAGE LANDEN INC.	MONTHLY COPIER LEASE 08/21	357.52
2374	08/26/2021	1220	DE LAGE LANDEN INC.	MONTHLY COPIER LEASE 08/21	340.49
2375	08/26/2021	1225	DE NOVO PLANNING GROUP INC.	PLANNING SERVICES APR 21	7,786.25
2375	08/26/2021	1225	DE NOVO PLANNING GROUP INC.	PLANNER SERVICES-JUN 2021	6,387.50
2375	08/26/2021	1225	DE NOVO PLANNING GROUP INC.	PLANNER SERVICES-JUL 2021	14,607.50
2376	08/26/2021	1255	DEPARTMENT OF JUSTICE	FINGER PRINTS PD	279.00
2377	08/26/2021	1355	EASTON'S SERVICE AND REPAIR	TRACTOR REPAIRS - BEARINGS, BELTS, TIRE, MOUNTS	483.16
2378	08/26/2021	1375	ECO URBAN DESIGNS INC.	LANDSCAPE MAINT-CO GOLF COURSE 08/21	3,194.00
2378	08/26/2021	1375	ECO URBAN DESIGNS INC.	CONSULT SERV. WWTF 07/21	2,542.00
2379	08/26/2021	1545	FIRST SECURITY FINANCE INC.	IONE-CA-2008-1 INT.-08/21	3,494.32
2380	08/26/2021	1615	GALT PIPE COMPANY	COUPLERS, PIPE FOR BASEBALL FIELD	414.20
2381	08/26/2021	1950	HUNT & SONS INC.	HUNT FUEL-FIRE	1,825.02
2381	08/26/2021	1950	HUNT & SONS INC.	HUNT FUEL - POLICE	1,566.34

Check Number	Check Issue Date	Vendor ID	Payee	Description	Amount
2382	08/26/2021	2005	IONE ACE HARDWARE		902.69
				TRAIN DEPOT PURCHASES	
2383	08/26/2021	2015	IONE BUSINESS AND COMMUNITY ASSOCIATION		100.00
				REIMBURSE FAIR BOOTH EXPENSES 2021	
2385	08/26/2021	2910	PERC WATER INC.		34,036.73
				TERTIARY OPERATIONS 08/21	
2385	08/26/2021	2910	PERC WATER INC.		32,983.17
				TERTIARY OPERATIONS 07/21	
2386	08/26/2021	2930	PG & E		8,877.83
				9035594982-8-412 EAGLE DR	
2386	08/26/2021	2930	PG & E		1,090.02
				2936909818 ANNUAL TRUE-UP	
2387	08/26/2021	3810	TOMMY'S GARAGE		5,375.64
				14-02 TRANSMISSION REPAIR	
2387	08/26/2021	3810	TOMMY'S GARAGE		792.60
				16-01 OIL CHANGE, BRAKE REPLACE, DOOR TRIM	
2387	08/26/2021	3810	TOMMY'S GARAGE		20.00
				17-01 FLAT TIRE REPAIR	
2387	08/26/2021	3810	TOMMY'S GARAGE		1,049.40
				14-01 OIL CHANGE & BRAKE REPLACEMENT	
2387	08/26/2021	3810	TOMMY'S GARAGE		20.00
				TIRE REPAIR	
2384	08/26/2021	4330	MARY A. MORRIS-MAYORGA		10,285.00
				AUDIT ASSISTANCE	
2370	08/26/2021	4335	AXON ENTERPRISE INC.		1,626.59
				25 FT SMART CARTRIDGE X2	
2367	08/26/2021	4385	ANITA LUCAS		45.70
				SEWER ACCOUNT REFUND	
2363	08/26/2021	4390	ALEJANDRO LEON		300.00
				RETURN EB HALL DEPOSIT	
Grand Totals:					278,826.63

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

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Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

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## Ordinance No. 526

**Chapter 8.30 PROTECTION OF CRITICAL INFRASTRUCTURE AND WILDFIRE RISK AREAS****8.30.010 Findings and purpose.**

The city council finds as follows: (1) a principal threat to the public health, safety, and welfare is the potential destruction of, damage to, or interference with, infrastructure that is critical to the provision of public services such as law enforcement, fire prevention, transportation, and utilities, including communication, water, and waste disposal; (2) destruction of, damage to, or interference with, critical infrastructure is caused by fire, contamination, restricting access, or other causes; and (3) destruction of, damage to, or interference with, critical infrastructure is often caused by persons whose activities are not permitted or authorized in, on, or near critical infrastructure.

The purpose of this chapter to mitigate the threat of fire and other potential causes of destruction and damage to and interference with, critical infrastructure, in order to protect the health, safety, and welfare of the public, by authorizing the removal of persons and their personal property in, on, or near critical infrastructure.

**8.30.020 Definitions.**

When used in this chapter, the following words and phrases have the following meanings:

- A. "Camp" and "camping" mean the placement on public or private property for the purpose of making a living accommodation for one or more nights of tents, tarpaulins, temporary shelters, house trailers, motor vehicles or parts thereof, trailers, cooking facilities, cots, ground covers, bedding, hammocks, backpacks, sleeping bags and other equipment of a similar nature used to live temporarily in the outdoors.
- B. "Camp facilities" include, but are not limited to, tents, huts, or temporary shelters.
- C. "Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, or non-city designated cooking facilities and similar equipment.
- D. "Critical infrastructure" means real property or a facility, whether privately or publicly owned, that the city manager designates as being so vital and integral to the operation or functioning of the city or in need of protection that its damage, incapacity, disruption, or destruction would have a debilitating impact on the public health, safety, or welfare. Critical infrastructure may include, but is not limited to, government buildings, such as fire stations, police stations, jails, or courthouses; hospitals; structures, such as antennas, bridges, roads, train tracks, drainage systems, or levees; or systems, such as computer networks, public utilities, electrical wires, natural gas pipes, telecommunication centers, or water sources.
- E. "Facility" means a building, structure, equipment, system, or asset.
- F. "Fire prevention official" means the fire chief, the fire marshal, or a fire prevention officer

- G. "Garbage" has the same meaning as in Section 8.04.010
- H. "Hazardous waste" has the same meaning as in California Public Resources Code Section 40141.
- I. "Infectious waste" has the same meaning as in California Code of Regulations, Title 14, Section 17225.36.
- J. "Refuse" has the same meaning as in Section 8.04.010.
- K. "Solid waste or wastes" has the same meaning as in Section 8.04.010.
- L. "Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.
- M. "Wildfire risk area" has the same meaning as in California Code of Regulations, Title 24, Part 9, Section 202.

#### **8.30.030 Prohibited activities.**

A. It is unlawful and a public nuisance for any person to camp, occupy camp facilities, or use camp paraphernalia at the following locations:

1. Critical infrastructure;
2. Within fifty feet of critical infrastructure;
3. Within fifty feet of a vehicular or pedestrian entrance or exit of critical infrastructure;
4. On those portions of a right-of-way that are required by local, state, or federal law to be free of obstruction to first responders, including, but not limited to, members of law enforcement, fire prevention, or emergency medical services agencies; or
5. Wildfire risk area.

B. It is unlawful and a public nuisance for any person to store personal property, including camp facilities and camp paraphernalia, in the following locations without the written consent of the owner, except as otherwise provided by resolution of the city council:

1. Critical infrastructure;
2. Within fifty feet of critical infrastructure;
3. Within fifty feet of a vehicular or pedestrian entrance or exit of critical infrastructure;

4. On those portions of a right-of-way that are required by local, state, or federal law to be free of obstruction to first responders, including, but not limited to, members of law enforcement, fire prevention, or emergency medical services agencies; or

5. Wildfire risk area.

C. Nothing in this chapter is intended to prohibit or make unlawful the activities of an owner of private property or other lawful user of private property that are normally associated with and incidental to the lawful and authorized use of private property for residential or other purposes; and nothing is intended to prohibit or make unlawful the activities of a property owner or other lawful user if such activities are expressly authorized by Title 17 or other laws, ordinances, and regulations.

#### **8.30.040 Summary abatement.**

A. Any violation of this Section may be immediately abated by the city without prior notice.

B. Abatement pursuant to subsection A may include, but is not limited to, removal of camp facilities, camp paraphernalia, personal property, garbage, hazardous waste, infectious waste, junk, or refuse; and securing the perimeter of the property with fencing, gates, or barricades to prevent further occurrences of the nuisance activity.

C. Regardless of the city's authority to conduct abatement pursuant to this section, every owner, occupant, or lessee of real property, and every holder of any interest in real property, is required to maintain the property in compliance with local, state, and federal law; and is liable for violations thereof.

D. Costs incurred by the city during summary abatement proceedings shall be assessed, collected and recovered against the responsible person in accordance with procedures in Section 1.10.200.

#### **8.30.050 Interference with summary abatement.**

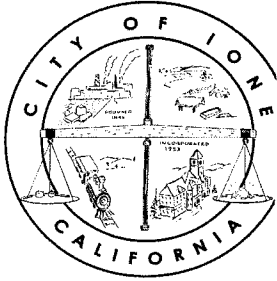
No person shall willfully prevent, delay, resist, obstruct, or otherwise interfere with a city official, employee, contractor, or volunteer in their execution of an abatement pursuant to this chapter.

#### **8.30.060 Violation—Penalty.**

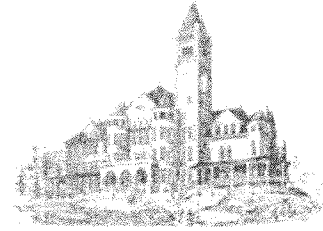
A. In addition to any other remedy allowed by law, any person who violates a provision of this chapter is subject to criminal, civil, and administrative penalties pursuant to Chapters 1.08 and 1.10.

B. Violations of this chapter are hereby declared to be a public nuisance.

C. All remedies prescribed under this chapter are cumulative and the election of one or more remedies does not bar the city from the pursuit of any other remedy to enforce this chapter.



## CITY OF IONE CITY COUNCIL STAFF REPORT



**FOR THE MEETING OF: SEPTEMBER 7, 2021**

**DATE: SEPTEMBER 7, 2021**

**TO: MAYOR AND COUNCILMEMBERS**

**FROM: JANICE TRAVERSO, CITY CLERK**

**SUBJECT: CONFIRM RE-APPOINTMENT OF PARK AND RECREATION  
COMMISSIONERS ANGIE AVILA, DAN TRAXLER AND  
SHELDON WINDLEY**

**RECOMMENDED ACTION:**

Confirm re-appointment of Park and Recreation Commissioners Angie Avila, Dan Traxler and Sheldon Windley for the term September, 2021 through September, 2023

**DISCUSSION:**

The Park & Recreation Commission is composed of five members who serve two year terms. Commissioners Angie Avila, Dan Traxler and Sheldon Windley would like to be re-appointed for another two year term ending September, 2023.

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TYPE OF ITEM:

☐ Consent  
☒ XXX Departmental  
☐ Public Hearing  
☐ Other Written Correspondence

PREVIOUS ACTION/REFERRAL:

Council Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

City Council for the City of Ione

Upon motion of Council Member

Seconded by Council Member

And carried \_\_\_\_\_ by those members present,

The Council hereby adopts the recommended action contained in this report.

Dated: \_\_\_\_\_

Janice Traverso, City Clerk

By: \_\_\_\_\_



Janice Traverso

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**From:** Angela Avila <flygirl@volcano.net>  
**Sent:** Thursday, August 26, 2021 11:16 AM  
**To:** Janice Traverso  
**Subject:** Re: Reappointment to Park & Rec

Okay, Thank You so much Janice.... Have a nice day.... :)

Sent from my iPhone

On Aug 26, 2021, at 9:49 AM, Janice Traverso <JTraverso@ione-ca.com> wrote:

NO—just your email saying you wish to “stay on board” is fine. Thanks.

**From:** flygirl@volcano.net [mailto:flygirl@volcano.net]  
**Sent:** Wednesday, August 25, 2021 4:22 PM  
**To:** Janice Traverso <JTraverso@ione-ca.com>  
**Subject:** Re: Reappointment to Park & Rec

Hi Janice,

Wow! already its up... Yes! I am willing to stay on board. Do I need to write a letter of interest?

Thank You,  
Angie

On Wed Aug 25 2021 14:10:09 GMT-0700 (Pacific Daylight Time) Janice Traverso <JTraverso@ione-ca.com> wrote:

----- Original Message -----

Angie, Dan and Sheldon: Your term on the Park & Rec Commission will expire in September. Please let me know if you would like to be reappointed for another two year term. Thanks.

Janice Traverso

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**From:** Dan Traxler  
**Sent:** Wednesday, August 25, 2021 2:20 PM  
**To:** Janice Traverso; Angie Avila; Sheldon Windley  
**Cc:** Michael Rock  
**Subject:** Re: Reappointment to Park & Rec

Yes I would like to continue.

Get [Outlook for iOS](#)

---

**From:** Janice Traverso <JTraverso@ione-ca.com>  
**Sent:** Wednesday, August 25, 2021 2:10:09 PM  
**To:** Angie Avila <aavila@ione-ca.com>; Dan Traxler <dtraxler@ione-ca.com>; Sheldon Windley <swindley@ione-ca.com>  
**Cc:** Michael Rock <mrock@ione-ca.com>  
**Subject:** Reappointment to Park & Rec

Angie, Dan and Sheldon: Your term on the Park & Rec Commission will expire in September. Please let me know if you would like to be reappointed for another two year term. Thanks.

Janice Traverso

---

**From:** Janice Traverso  
**Sent:** Monday, August 30, 2021 4:26 PM  
**To:** Sheldon Windley  
**Subject:** RE: Reappointment to Park & Rec

Thank you.

**From:** Sheldon Windley [mailto:sheldonwindley@yahoo.com]  
**Sent:** Monday, August 30, 2021 3:49 PM  
**To:** Janice Traverso <JTraverso@ione-ca.com>  
**Subject:** Re: Reappointment to Park & Rec

Janice, I am interested in reappointment. Thanks, Sheldon

On Wednesday, August 25, 2021, 02:10:12 PM PDT, Janice Traverso <[jtraverso@ione-ca.com](mailto:jtraverso@ione-ca.com)> wrote:

Angie, Dan and Sheldon: Your term on the Park & Rec Commission will expire in September. Please let me know if you would like to be reappointed for another two year term. Thanks.

# Agenda Item

#5

DATE: September 7, 2021

TO: Mayor Rhoades and City Council

FROM: Michael Rock, Interim City Manager

SUBJECT: Award of Engineering Services Agreement to SNG & Associates, LLC

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## **RECOMMENDED ACTION:**

Staff recommends the award of an Engineering Services Agreement to SNG & Associates, LLC. with the specific scope of work and schedule of hourly rates attached.

## **FISCAL IMPACT:**

There will be an increase in costs for Engineering Services. This is due to rising costs that would have been incurred by the City had Coastland Engineering remained as our City Engineer and due to higher hourly rates as charged by SNG. The City negotiated a lower rate (12.5% lower) than originally proposed by SNG. The retainer fee is also higher than Coastland's fee but this fee would have increased had the City kept Coastland.

The exact increase is difficult to determine because it is a function of hourly rates charged and amount of work generated by the City. The retainer fee is \$4000 per month and represents an increase of \$1000/month over the previous Agreement but had a new Agreement been negotiated with Coastland the retainer fee would have been increased.

## **BACKGROUND:**

On April 20, 2021 the Council approved the release of a Request for Proposal (RFP) for Engineering Services. On June 25, 2021 the City received one response from SNG & Associates, LLC. On July 15, 2021 the Interim City Manager, City Engineer, and the Public Works Superintendent interviewed the President of SNG, Nanda Gottiparthi in person in City Hall. On August 9, 2021 three members of the SNG staff were interviewed by the same group. Detailed discussions about the scope of work were discussed including plan check and building inspection services which SNG does not provide. Staff will return to the Council with an Agreement for plan checking services in the near future.

Reference checks were made and credentials were checked for SNG and the reference checks were positive.

## **ATTACHMENTS:**

Exhibit A: Scope of Work

Exhibit B: Schedule of Hourly Rates

## AGREEMENT FOR CITY ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this day of \_\_ 2021, by and between the City of Ione, a municipal corporation located in the County of Amador, State of California, hereinafter referred to as "CITY," and SNG & Associates, INC, a California Corporation with principal offices at 5776 Stoneridge Mall Road, Suite 365, Pleasanton, CA 94588, hereinafter referred to as "ENGINEER."

### WITNESSETH

WHEREAS, CITY has the need for city engineering and other miscellaneous engineering services; and

WHEREAS, CITY has the need for engineering services for capital projects, including construction management services, and other miscellaneous engineering services; and

WHEREAS, CITY desires to contract for such services with a private consultant; and

WHEREAS, ENGINEER is experienced in providing such services for municipal corporations and other public agencies and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS CITY wishes to retain ENGINEER for the performance of said services; and

WHEREAS, ENGINEER is an independent ENGINEER, and not an employee of the CITY.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein stated, the parties hereto agree as follows:

CITY, pursuant to the authority set forth at California Government Code Sections 4526, 53060, and 36505, does hereby appoint ENGINEER, in a contractual capacity, to perform the following CITY services in accordance with the terms and conditions hereinafter set forth; with the authorities, responsibilities, and consideration ordinarily granted to an officer of the CITY.

The CITY services to be performed by the CONSULTANT pursuant to this Agreement are hereinafter referred to collectively as the "Services."

### I. TERM

The Agreement term will commence on September 8, 2021, and expire on June 30, 2023, unless the Agreement term is amended or the Agreement is terminated in accordance with its terms. The Parties may by mutual agreement and in accordance with Section XVIII, below, prior to June 30, 2023, agree to extend the Agreement Term for up to an additional three years or until June 30, 2026.

## II. DUTIES OF ENGINEER

ENGINEER shall provide City Engineer services to the City as described in Exhibit A, Scope of Services.

## III. DUTIES OF CITY

A. CITY agrees to make available to ENGINEER relevant public records including copies of reports, maps, and other file materials as may be needed for the ENGINEER to perform his duties and to cooperate in the collection of information which ENGINEER may request.

B. CITY shall promptly:

1. Notify ENGINEER of any defect in ENGINEER's performance; and
2. Review any documents submitted by ENGINEER for CITY's comment.

## IV. FACILITIES AND RECORDS

CITY shall provide reasonable and appropriate offices for conducting the duties set forth in this Agreement. ENGINEER shall assemble and maintain in these offices such records as are customarily maintained by a CITY in carrying out the duties covered herein. Such records are and at all times shall be the property of the CITY. ENGINEER shall maintain time records for meetings, projects and work hours. ENGINEER shall assemble these records in an orderly fashion and store same, for at least three years or as otherwise required by law or CITY policy, in a mutually agreed upon location so that they may be reasonably available to the public or to the officials of CITY as required.

## V. COMPENSATION To ENGINEER

CITY agrees to pay ENGINEER for services performed in accordance with this Agreement as follows:

- A. For the services to be provided as City Engineer, the ENGINEER shall be paid on a time-and-materials basis with a rate of \$210 per hour for the designated City Engineer, and at a rate in accordance with the current hourly rate as set forth in Exhibit "B" for other ENGINEER personnel, or as may be adjusted annually each July 1. Notwithstanding the foregoing, any services that are charged to a specific project for which the City's costs and fees are reimbursed by the project applicant shall be paid on a time-and-materials basis with a rate of \$210 per hour for the designated City Engineer. Compensation for Plan Checking services for which a Development Fee is paid shall be on a cost-incurred basis. The ENGINEER shall be compensated at an agreed upon percentage of the plan check fee collected by the City for plan checks. This fee is for the initial check and

one re-check. If subsequent plan checks (beyond one re-check) are needed, services shall be provided on a time and materials basis in accordance with the current hourly rate as set forth in Exhibit "B", or as may be adjusted annually each July 1.

- B. ENGINEER shall invoice CITY for services rendered and CITY shall pay ENGINEER as soon thereafter as CITY's regular procedures provide. When requested, ENGINEER shall provide the necessary background detail information as may be necessary to support charges shown on invoices to assist the CITY in invoicing development projects.

## VI. TERMINATION

The CITY may terminate all or part of this Agreement as it pertains to the CITY and ENGINEER may terminate this Agreement without cause upon 60 days written notice. In the event of such termination, ENGINEER shall be compensated for Services performed in accordance with this Agreement through the termination effective date.

## VII. RESPONSIBLE INDIVIDUALS

The individual directly responsible for the performance of the duties of and appointed the City Engineer as hereinabove set forth shall be Nanda Gottiparthi, a Registered Civil Engineer, in the State of California. License No. 52308. The City Engineer may supply another registered civil engineer experienced in municipal engineering to work on his behalf, provided that the assigned individual receives prior approval from the City Manager.

Upon the CITY'S prior written approval, ENGINEER may substitute other individuals in the above capacities as responsible individuals. Prior to requesting substitution of personnel, ENGINEER shall provide resumes of proposed personnel to the City Manager for review and approval.

## VIII. INDEPENDENT ENGINEER

ENGINEER and CITY agree that the ENGINEER will perform the Services as an independent ENGINEER and not as an employee or agent of the CITY. Persons employed or utilized by ENGINEER in the performance of the Services will not be employees of the CITY.

## IX. SUBCONTRACTING

ENGINEER may subcontract portions of the CITY Services upon the prior written approval of the CITY. The ENGINEER will be solely responsible for payment for such subcontract services. No contractual relationship will exist between any such subconsultants of the ENGINEER and the CITY.

## **X. STANDARD OF PERFORMANCE**

ENGINEER will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which ENGINEER is engaged in the geographical area in which ENGINEER practices its profession. In ENGINEER'S best professional judgment. ENGINEER will comply with federal, state and local laws applicable to performance of the Services, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the services. CITY may treat ENGINEER's failure to comply with any law(s) or regulation(s) applicable to the performance of the services hereunder as a material breach of this agreement.

## **XI. INDEMNITY**

ENGINEER shall, to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, defend with counsel acceptable to CITY, indemnify, and hold CITY, its officers, employees, agents, ("Indemnitees"), harmless from and against any and all claims to the extent arising out of the negligence, recklessness, or willful misconduct of the ENGINEER, ("Claims"), ENGINEER will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly, to the extent ENGINEER is determined to be culpable by a court of competent jurisdiction. With respect to third party Claims against the ENGINEER, the ENGINEER waives any and all rights of any type of express or implied indemnity against the Indemnitees to the extent ENGINEER is determined to be culpable by a court of competent jurisdiction.

In addition, and notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of ENGINEER to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Acceptance of insurance, if required by this Agreement, does not relieve ENGINEER from liability under this indemnification clause. This indemnification clause shall apply to all damages or claim for damages suffered by ENGINEER's negligence, recklessness, or willful misconduct regardless if any insurance is applicable or not.

CITY and ENGINEER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.



## XII. INSURANCE

- A. THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY CITY and the ENGINEER is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the CITY CLERK.
- B. Without limiting ENGINEER's indemnification provided herein ENGINEER shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Best's rating of no less than A: V II or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of ENGINEER, its agents, employees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (form CG 0001), in an amount of \$1,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:
    - a. The City, its officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents, and employees.
    - b. The policy shall not be canceled without thirty (30) days prior written notice (10 days for non-payment of the premium) to CITY by mail.
    - c. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
    - d. For claims related to this project, the ENGINEER's general/auto liability insurance is primary coverage to the City, and any insurance or self-insurance programs maintained by the City are excess to ENGINEER's insurance and will not be called upon to contribute with it.
    - e. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to City, its officers, employees, and agents.

2. Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code I (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less \$0 than per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled without thirty (30) days prior written notice (10 days for non-payment of premium) to CITY by certified mail.
3. Workers' Compensation insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against City, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation (10 days for nonpayment of premium) to CITY by mail.
4. Professional liability insurance/errors and omission coverage in an amount no less than \$1,000,000 combined single limit (CSL). If insurance is written on claims made basis, ENGINEER agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.
5. ENGINEER shall furnish CITY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by City. The endorsements shall be on standard insurance industry forms as approved by the City Manager or designee. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by CITY. If ENGINEER does not keep all required policies in full force and effect, CITY may, in addition to other remedies under this Agreement, take out the necessary insurance, and ENGINEER agrees to pay the cost of said insurance.

### XIII. NON-DISCRIMINATION

During the performance of this Agreement, ENGINEER will not discriminate against any employee of the ENGINEER or applicant for employment because of race, religion, creed, color, national origin, gender, or age. ENGINEER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, gender or age.

### XIV. BUSINESS LICENSE

ENGINEER and any subcontractors must acquire at their sole expense a business license from the CITY. Such licenses must be kept valid throughout the Agreement term.

XV. OWNERSHIP OF WORK PRODUCTS AND TREATMENT OF DOCUMENTS

All plans, specifications, reports, designs and other documents prepared by ENGINEER pursuant to this Agreement shall be and remain the property of the CITY. Any modification or reuse of such documents by the CITY without ENGINEER's prior written consent will be at the CITY's sole risk and CITY agrees to indemnify and hold ENGINEER harmless from claims or allegations arising out of CITY's alteration or reuse of such documents.

XVI. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon CITY, ENGINEER, and their successors. Except as otherwise provided herein, neither CITY nor ENGINEER may assign, sublet or transfer its interest in this Agreement or any part thereof without the prior written consent of the other parties, and any purported assignment without such consent will be void.

XVII. REPRESENTATIVES

The City Manager is the CITY's representative for purposes of this Agreement. The ENGINEER representative for purposes of this Agreement will be Nanda Gottiparthi, CEO of SNG & Associates, Inc. The parties' designated representatives will be the primary contact persons regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such manner to achieve performance of the Services in a timely and expeditious fashion.

XVIII. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between CITY and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended in writing and signed by a representative authorized to bind the ENGINEER and a representative authorized to bind the CITY.

XIX. CONFLICT OF INTEREST PROHIBITION

CITY and ENGINEER will comply with the requirements of the CITY'S Conflict of Interest Code adopted pursuant to the provisions of California Government Code Section 87300 and following, the Political Reform Act (California Government Code Section 81000 and following), the regulations promulgated by the Fair Political Practices Commission (Title 2, Section 181 10 and following of the California Code of Regulations), California Government Code Section 1090 and following, and any other ethics laws applicable to the performance of the Services and/or this Agreement. The ENGINEER may not perform services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be

prohibited with respect to the ENGINEER's obligations pursuant to this Agreement. The ENGINEER agrees to cooperate fully with the CITY and to provide any necessary and appropriate information requested by the CITY or any authorized representative concerning potential conflicts of interest or prohibitions concerning the ENGINEER's obligations pursuant to this Agreement.

ENGINEER may not employ any CITY official, officer or employee in performance of the Services, nor may any official, officer or employee of the CITY have any financial interest in this Agreement that would violate California Government Code Section 1090. ENGINEER understands that, if this Agreement is made in violation of Government Code Section 1090 and following, the entire Agreement is void and ENGINEER will not be entitled to any compensation for ENGINEER's performance of the Services, including reimbursement of expenses, and ENGINEER will be required to reimburse the CITY for any sums paid to the ENGINEER under this Agreement. ENGINEER understands that, in addition to the foregoing, penalties for violating Government Code Section 1090 may include criminal prosecution and disqualification from holding public office in the State of California. Any violation by the ENGINEER of the requirements of this provision will constitute a material breach of this Agreement, and the CITY reserves all rights and remedies at law and equity concerning any such violations.

XX. APPLICABLE LAW

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement.

XXI. RECOVERY OF ATTORNEY'S FEES

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

XXII. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF the parties have caused their authorized representative to execute this

Agreement on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF IONE

By: \_\_\_\_\_  
Michael Rock  
Interim City Manager

SNG & ASSOCIATES, INC.

BY: \_\_\_\_\_  
Nanda Gottiparthi, President

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Sophia Meyer  
City Attorney

ATTEST:

BY: \_\_\_\_\_  
Janice Traverso, City Clerk

EXHIBITS:

Exhibit A — Scope of Services  
Exhibit B — Schedule of Hourly Rates

## **EXHIBIT A - SCOPE OF SERVICES**

The engineering services to be provided to the City include but are not limited to the following:

- Assignment of one Professional Engineer, certified in the State of California as a Civil Engineer, to:
- Serve as City Engineer and Engineer of Record on an on-call basis during City business hours and respond to requests of the City Manager to represent the City of Lone whenever City Engineer action is required
- Present and/or submit various reports, plans, permits, and technical information to the City Council, State, Federal, and local agencies, and the general public
- Promptly respond to inquiries of Lone businesses and residents
- On-call engineering, review, and professional services for a variety of planning issues including:
  - Parcel, tentative, and final maps
  - Right-of-way requirements
  - Acquisitions, dedications, and easements
  - Site development and subdivision plans
  - Review for compliance with City development standards
  - Recommend conditions for development
  - Review environmental documents
  - Urban drainage and flood control
  - Subdivision agreements
  - Develop a Capital Improvement Program
  - Review and refine existing pavement management system
  - Research, recommend, and manage funding programs for municipal engineering and construction
  - Prepare and submit annual recommendations for capital improvement and maintenance projects with accurate estimates and recommended funding sources for: streets
  - Sewer collection system
  - Storm drainage system
  - Sidewalks, curbs, and gutters
  - Facilities
  - Prepare plans, specifications, and estimates for various capital projects including:
    - Street construction, reconstruction, and maintenance
    - Sidewalk, curb, and gutter construction and replacement
    - Sewer collection system construction and replacement
    - Storm water system improvement and maintenance
  - Providing technical assistance to the City Planning Department in the preparation of CEQA/NEPA documents for various capital projects and developer projects.
  - The City Planning Department is the lead in preparing all CEQA/NEPA documents for the City.
  - Manage capital projects including:

- Engineering
- Budget and cost management
- Compliance with Caltrans Local Assistance Procedures Manual and Disadvantaged Business Enterprise Program requirements for State and federally funded projects
- Contract administration
- Construction management
- Construction engineering
- Construction inspection
- Quality assurance and material testing

This work will include management of the project from award of the construction contract through project completion, including but not limited to conducting pre-construction meetings, reviewing project schedules, providing construction observation on a daily basis, maintaining daily diaries, coordination of materials testing, preparation, evaluation and negotiation of change orders, review of submittals and billings, generating punch lists, etc. All fees associated with providing construction management services to the CITY will be negotiated on a project-by-project basis due to the various magnitudes and lengths of the individual projects.

- ❖ Provide development oversight for ENGINEER functions including and in coordination with the City Planner:
  - Plan review and approval
  - Estimate engineering oversight fees charged to developer
  - Construction inspection and quality assurance
  - Review tentative maps and other submittals for land divisions for proposed developments and make recommendations as to engineering matters.
  - Check all improvement plans for facilities under the jurisdiction of CITY.
  - Establish performance, labor and material bond amounts, when required, and require the posting of such securities and other development fees within the proper time sequence of such development review.
  - Provide construction observation services as a City Official during the construction of all development related improvements by private developers (grading, street, storm drain, sewer and water improvements) and at the proper time, recommend notices of completion and, acceptance of the work.
  - Provide such necessary and related functions as are the normal practice of CITY in the City Engineering review of private developments.
- ❖ Recommend regulations and ordinances pertaining to engineering matters
- ❖ Review and revise City of Lone standard plans as needed

- ❖ Provide certified survey services as needed
- ❖ Flood zone evaluation, recommendations, and reporting to FEMA and DWR
- ❖ GIS mapping and system implementation
- ❖ Prepare documents for various professional services (environmental, maintenance, etc.)
- ❖ Assist in developing an infrastructure management system compliant with GASB34 requirements
- ❖ From time to time, the CITY may have the need for ENGINEER to perform work for CITY projects not covered by the scope of services described herein. Accordingly, ENGINEER shall provide a separate scope of work, timeline and estimated fee for completion of said work. Written approval shall be received prior to starting on any project-related work. Scopes of work for capital projects may include, but not be limited to the following:
  - Prepare plans and specifications for CITY projects.
  - Provide design survey, construction survey; real property engineering services; and construction administration and observation for CITY projects.
  - Provide special engineering reports regarding such matters as assessment district formation, annexations, developer fees, etc.
  - Coordinate with utility companies in the relocation of affected utilities.
  - Process the plans and specifications through other agencies for review and approval in connection with special funding programs and permits when required.
- ❖ Perform other services for the CITY from time-to-time not specifically listed in this agreement for which ENGINEER has the necessary experience and capabilities. CITY may authorize ENGINEER to perform such selected services on an as-needed basis. CITY reserves the right to select other consultants for special projects as need and approved by City Council.
- ❖ For projects that are outside the expertise of the ENGINEER or for projects that the CITY desires to solicit proposals from other consultants, unless the CITY specifies otherwise, ENGINEER shall assist the CITY in preparing requests for proposals to retain consultants to provide design services and shall oversee and manage said design efforts on behalf of the City.



# EXHIBIT B

## SNG & ASSOICATES

### SCHEDULE OF HOURLY RATES

September 8, 2021, through June 30, 2023

#### PROFESSIONAL SERVICES

City Engineer/Project Director	\$210/hour
Senior Project Manager	\$198/hour
Project Manager	\$185/hour
Senior Engineer	\$170/hour
Construction Manager	\$170/hour
Associate Engineer II	\$150/hour
Associate Engineer I	\$140/hour
Assistant Engineer	\$130/hour
Senior Engineering Inspector	\$140/hour
Engineering Inspector	\$130/hour
Engineering Technician/CAD Drafting	\$120/hour
Licensed Land Surveyor	\$240/hour
Licensed Landscape Architect	\$185/hour
Clerical/Administrative Support	\$ 90/hour

- ❖ The Monthly Retainer for basic city engineering services shall be \$4000 (not including development review).
- ❖ For development related items, SNG will charge Time and Materials (T&M) at its scheduled hourly rates.
- ❖ For capital project design work, construction management or special studies the City requests SNG submit a separate scope and fee to be negotiated with the City. Once negotiated the City will amend the Agreement with SNG.
- ❖ Consultation in connection with litigation and court appearances will be quoted separately.
- ❖ Additional billing classifications may be added to the above listing during the year as new positions are created.

# Agenda Item

# 6

DATE: September 7, 2021

TO: Mayor Rhoades and City Council

FROM: Michael Rock, Interim City Manager  
Janice Traverso, City Clerk  
Ken Mackey, Fire Chief

SUBJECT: Award of Coronavirus Aid Relief Economic Security Act—Business Financial Assistance Grant

## **RECOMMENDED ACTION:**

Staff recommends the award of Grants to the following businesses:

B&W Tax and Financial Services -	\$5,000
Bill's Window Cleaning Services -	\$4,000
Dave's Custom Shop -	\$5,000
Ione Feed & Ranch Supply, Inc. -	\$5,000
Grumpy Jeff's Ione Public House -	\$4,200
Robyn's Nest Hair Salon -	\$5,000
Tilly's Club -	\$5,000
Traxler & Associates, Inc. -	\$5,000

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**GRAND TOTAL      \$38,200**

## **FISCAL IMPACT:**

A total of \$38,200 in awards is listed above and covered in the Grant. The City received \$63,000 from the State of California and there will be no fiscal impact to the City.

It is anticipated that a second round of awards will be presented to the Council in the next few months. There remains \$21,800 to award to businesses that meet the requirements of the Grant. The remaining \$3,000 is for staff time and administrative overhead.

## **BACKGROUND:**

The City received a total of 23 applications from local businesses. Fire Chief, Ken Mackey, City Clerk, Janice Traverso, and Interim City Manager, Michael Rock reviewed every application to determine eligibility under the CDBG rules. Staff contacted each of the eight qualifying applicants. After a thorough review and having met several times staff recommends awarding the grant to the eight (8) businesses listed above. Because of the criteria of the grant (a current Ione Business License, must be in business since January 2019, and must owe no debt or taxes to any government entity) more than half of the applications did not qualify for funding.

The Ad Hoc Committee for the American Rescue Plan Act (ARPA) is reviewing all the businesses that applied for the Grant under the COVID Relief Economic Security Act, but did not qualify, for possible funding through ARPA funds.

# Agenda Item

# 7

DATE: September 7, 2021

TO: Mayor Rhoades and City Council

FROM: Michael Rock, Interim City Manager

SUBJECT: Oppose Senate Bill 9 (Atkins) – Increased Density in Single Family Residential Zones

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## **RECOMMENDED ACTION:**

Staff recommends the City Council oppose SB 9 as an erosion of local control and State interference and overreach of its authority. Land Use control was and still is the principle purpose for the incorporation of cities.

## **FISCAL IMPACT:**

There is no direct fiscal impact regarding this item.

## **BACKGROUND:**

SB 9:

- Requires a local government to ministerially approve a housing development containing two residential units in single-family residential zones.
- Requires a local government to ministerially approve an urban lot split, thus creating two independent lots that may contain up to two residential units on each lot, even though it is in a single-family zone.
- SB 9 is a top-down, one-size-fits-all approach to land use policy that fails to recognize or incorporate local flexibility, decision-making, and community input.
- Nearly all cities are currently updating their housing plans to identify sites for more than two million additional homes. SB 9 would disregard this process and mandate more housing in existing single-family zones.

## **ATTACHMENTS:**

- Letter signed by the Mayor on behalf of the City Council Opposing SB 9
- SB 9 Bill Text

September 8, 2021

The Honorable Anthony Rendon  
Speaker, State Assembly  
State Capitol Building, Room 219  
Sacramento, CA 95814

The Honorable Marie Waldron  
Republican Leader, State Assembly  
State Capitol, Room 3104  
Sacramento, CA 95814

**RE: SB 9 (Atkins) Increased Density in Single-Family Zones  
Oppose (As Amended 08/16/2021)**

Dear Speaker Rendon,

The of lone writes to express our opposition to SB 9 (Atkins). SB 9 would require cities and counties to ministerially approve, without condition or discretion, a housing development containing two residential units on an individual parcel in single-family zones. Additionally, this measure would require local governments to ministerially approve an urban lot split, thus creating two independent lots that may be sold separately.

Housing affordability and homelessness are among the most critical issues facing California cities. Affordably priced homes are out of reach for many people and housing is not being built fast enough to meet the current or projected needs of people living in the state. Cities lay the groundwork for housing production by planning and zoning new projects in their communities based on extensive public input and engagement, state housing laws, and the needs of the building industry.

While the of lone appreciates President pro Tempore Atkins' desire to pursue a housing production proposal, as currently drafted, SB 9 will not spur much-needed housing construction in a manner that supports local flexibility, decision making, and community input. State-driven ministerial or by-right housing approval processes fail to recognize the extensive public engagement associated with developing and adopting zoning

ordinances and housing elements that are certified by the California Department of Housing and Community Development.

The City of Lone is in Amador County with a total county wide population of 40,000 persons. All of the cities in the County are rural in nature and people live here for open space and a rural life style. The City of Lone is doing its part to provide new housing. There are currently several hundred units of housing under construction and are the most affordable housing units in the state.

California cities are committed to being part of the solution to the housing shortfall across all income levels and will continue to work collaboratively with you, the author, and other stakeholders on legislative proposals that will actually spur much-needed housing construction.

For these reasons, the City of Lone opposes SB 9 (Atkins).

Sincerely,

Stacy Rhoades  
Mayor

cc. The Honorable Senate President pro Tempore Toni Atkins  
The Honorable State Senator Andreas Borgeas  
The Honorable Assembly Member Frank Bigelow  
Charles Anderson, Regional Public Affairs Manager (via email)The  
League of California Cities (Via email: [cityletters@calcities.org](mailto:cityletters@calcities.org))

AMENDED IN ASSEMBLY AUGUST 16, 2021

AMENDED IN SENATE APRIL 27, 2021

AMENDED IN SENATE APRIL 5, 2021

**SENATE BILL**

**No. 9**

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**Introduced by Senators Atkins, Caballero, Rubio, and Wiener**  
**(Coauthors: Senators Cortese, Gonzalez, and McGuire)**  
(Coauthors: Assembly Members Robert Rivas and Wicks)

December 7, 2020

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An act to amend Section 66452.6 of, and to add Sections 65852.21 and 66411.7 to, the Government Code, relating to land use.

LEGISLATIVE COUNSEL'S DIGEST

SB 9, as amended, Atkins. Housing development: approvals.

The Planning and Zoning Law provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions.

This bill, among other things, would require a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, but not limited to, that the proposed housing development would not require demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural walls, except as provided, and that the

development is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving the construction of 2 residential units, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless those standards would have the effect of physically precluding the construction of up to 2 units or physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances.

The Subdivision Map Act vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps, and the modification of those maps. Under the Subdivision Map Act, an approved or conditionally approved tentative map expires 24 months after its approval or conditional approval or after any additional period of time as prescribed by local ordinance, not to exceed an additional 12 months, except as provided.

This bill, among other things, would require a local agency to ministerially approve a parcel map for an urban lot split that meets certain requirements, including, but not limited to, that the urban lot split would not require the demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the parcel is located within a single-family residential zone, and that the parcel is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving an urban lot split, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless those standards would have the effect of physically precluding the construction of 2 units, as defined, on either of the resulting parcels or

physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances. ~~The bill, until January 1, 2027, bill would require an applicant to sign an affidavit stating that they intend to occupy one of the housing units as their principal residence for a minimum of 3 years from the date of the approval of the urban lot split, unless the applicant is a community land trust or a qualified nonprofit corporation, as specified. The bill would prohibit a local agency from imposing an any additional owner occupancy requirement on applicants unless specified conditions are met. standards on applicants. By requiring applicants to sign affidavits, thereby expanding the crime of perjury, the bill would impose a state-mandated local program.~~

The bill would also extend the limit on the additional period that may be provided by ordinance, as described above, from 12 months to 24 months and would make other conforming or nonsubstantive changes.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment. CEQA does not apply to the approval of ministerial projects.

This bill, by establishing the ministerial review processes described above, would thereby exempt the approval of projects subject to those processes from CEQA.

The California Coastal Act of 1976 provides for the planning and regulation of development, under a coastal development permit process, within the coastal zone, as defined, that shall be based on various coastal resources planning and management policies set forth in the act.

This bill would exempt a local agency from being required to hold public hearings for coastal development permit applications for housing developments and urban lot splits pursuant to the above provisions.

By increasing the duties of local agencies with respect to land use regulations, the bill would impose a state-mandated local program.

The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

~~The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.~~



~~This bill would provide that no reimbursement is required by this act for a specified reason.~~

*The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.*

*This bill would provide that no reimbursement is required by this act for specified reasons.*

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: yes.

*The people of the State of California do enact as follows:*

1 SECTION 1. Section 65852.21 is added to the Government  
2 Code, to read:

3 65852.21. (a) A proposed housing development containing  
4 no more than two residential units within a single-family residential  
5 zone shall be considered ministerially, without discretionary review  
6 or a hearing, if the proposed housing development meets all of the  
7 following requirements:

8 (1) The parcel subject to the proposed housing development is  
9 located within a city, the boundaries of which include some portion  
10 of either an urbanized area or urban cluster, as designated by the  
11 United States Census Bureau, or, for unincorporated areas, a legal  
12 parcel wholly within the boundaries of an urbanized area or urban  
13 cluster, as designated by the United States Census Bureau.

14 (2) The parcel satisfies the requirements specified in  
15 subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision  
16 (a) of Section 65913.4.

17 (3) Notwithstanding any provision of this section or any local  
18 law, the proposed housing development would not require  
19 demolition or alteration of any of the following types of housing:

20 (A) Housing that is subject to a recorded covenant, ordinance,  
21 or law that restricts rents to levels affordable to persons and  
22 families of moderate, low, or very low income.

23 (B) Housing that is subject to any form of rent or price control  
24 through a public entity's valid exercise of its police power.

25 (C) Housing that has been occupied by a tenant in the last three  
26 years.

1 (4) The parcel subject to the proposed housing development is  
2 not a parcel on which an owner of residential real property has  
3 exercised the owner's rights under Chapter 12.75 (commencing  
4 with Section 7060) of Division 7 of Title 1 to withdraw  
5 accommodations from rent or lease within 15 years before the date  
6 that the development proponent submits an application.

7 (5) The proposed housing development does not allow the  
8 demolition of more than 25 percent of the existing exterior  
9 structural walls, unless the housing development meets at least  
10 one of the following conditions:

11 (A) If a local ordinance so allows.

12 (B) The site has not been occupied by a tenant in the last three  
13 years.

14 (6) The development is not located within a historic district or  
15 property included on the State Historic Resources Inventory, as  
16 defined in Section 5020.1 of the Public Resources Code, or within  
17 a site that is designated or listed as a city or county landmark or  
18 historic property or district pursuant to a city or county ordinance.

19 (b) (1) Notwithstanding any local law and except as provided  
20 in paragraph (2), a local agency may impose objective zoning  
21 standards, objective subdivision standards, and objective design  
22 review standards that do not conflict with this section.

23 (2) (A) The local agency shall not impose objective zoning  
24 standards, objective subdivision standards, and objective design  
25 standards that would have the effect of physically precluding the  
26 construction of up to two units or that would physically preclude  
27 either of the two units from being at least 800 square feet in floor  
28 area.

29 (B) (i) Notwithstanding subparagraph (A), no setback shall be  
30 required for an existing structure or a structure constructed in the  
31 same location and to the same dimensions as an existing structure.

32 (ii) Notwithstanding subparagraph (A), in all other circumstances  
33 not described in clause (i), a local agency may require a setback  
34 of up to four feet from the side and rear lot lines.

35 (c) In addition to any conditions established in accordance with  
36 subdivision (b), a local agency may require any of the following  
37 conditions when considering an application for two residential  
38 units as provided for in this section:

1 (1) Off-street parking of up to one space per unit, except that a  
2 local agency shall not impose parking requirements in either of  
3 the following instances:

4 (A) The parcel is located within one-half mile walking distance  
5 of either a high-quality transit corridor, as defined in subdivision  
6 (b) of Section 21155 of the Public Resources Code, or a major  
7 transit stop, as defined in Section 21064.3 of the Public Resources  
8 Code.

9 (B) There is a car share vehicle located within one block of the  
10 parcel.

11 (2) For residential units connected to an onsite wastewater  
12 treatment system, a percolation test completed within the last 5  
13 years, or, if the percolation test has been recertified, within the last  
14 10 years.

15 *(d) Notwithstanding subdivision (a), a local agency may deny*  
16 *a proposed housing development project if the building official*  
17 *makes a written finding, based upon a preponderance of the*  
18 *evidence, that the proposed housing development project would*  
19 *have a specific, adverse impact, as defined and determined in*  
20 *paragraph (2) of subdivision (d) of Section 65589.5, upon public*  
21 *health and safety or the physical environment and for which there*  
22 *is no feasible method to satisfactorily mitigate or avoid the specific,*  
23 *adverse impact.*

24 ~~(d)~~

25 (e) A local agency shall require that a rental of any unit created  
26 pursuant to this section be for a term longer than 30 days.

27 ~~(e)~~

28 (f) Notwithstanding Section 65852.2 or 65852.22, a local agency  
29 shall not be required to permit an accessory dwelling unit or a  
30 junior accessory dwelling unit on parcels that use both the authority  
31 contained within this section and the authority contained in Section  
32 66411.7.

33 ~~(f)~~

34 (g) Notwithstanding subparagraph (B) of paragraph (2) of  
35 subdivision (b), an application shall not be rejected solely because  
36 it proposes adjacent or connected structures provided that the  
37 structures meet building code safety standards and are sufficient  
38 to allow separate conveyance.

39 ~~(g)~~

1 (h) Local agencies shall include units constructed pursuant to  
2 this section in the annual housing element report as required by  
3 subparagraph (I) of paragraph (2) of subdivision (a) of Section  
4 65400.

5 ~~(h)~~

6 (i) For purposes of this section, all of the following apply:

7 (1) A housing development contains two residential units if the  
8 development proposes no more than two new units or if it proposes  
9 to add one new unit to one existing unit.

10 (2) The terms “objective zoning standards,” “objective  
11 subdivision standards,” and “objective design review standards”  
12 mean standards that involve no personal or subjective judgment  
13 by a public official and are uniformly verifiable by reference to  
14 an external and uniform benchmark or criterion available and  
15 knowable by both the development applicant or proponent and the  
16 public official prior to submittal. These standards may be embodied  
17 in alternative objective land use specifications adopted by a local  
18 agency, and may include, but are not limited to, housing overlay  
19 zones, specific plans, inclusionary zoning ordinances, and density  
20 bonus ordinances.

21 (3) “Local agency” means a city, county, or city and county,  
22 whether general law or chartered.

23 ~~(i)~~

24 (j) A local agency may adopt an ordinance to implement the  
25 provisions of this section. An ordinance adopted to implement this  
26 section shall not be considered a project under Division 13  
27 (commencing with Section 21000) of the Public Resources Code.

28 ~~(j)~~

29 (k) Nothing in this section shall be construed to supersede or in  
30 any way alter or lessen the effect or application of the California  
31 Coastal Act of 1976 (Division 20 (commencing with Section  
32 30000) of the Public Resources Code), except that the local agency  
33 shall not be required to hold public hearings for coastal  
34 development permit applications for a housing development  
35 pursuant to this section.

36 SEC. 2. Section 66411.7 is added to the Government Code, to  
37 read:

38 66411.7. (a) Notwithstanding any other provision of this  
39 division and any local law, a local agency shall ministerially  
40 approve, as set forth in this section, a parcel map for an urban lot

1 split only if the local agency determines that the parcel map for  
2 the urban lot split meets all the following requirements:

3 (1) The parcel map subdivides an existing parcel to create no  
4 more than two new parcels of approximately equal lot area  
5 provided that one parcel shall not be smaller than 40 percent of  
6 the lot area of the original parcel proposed for subdivision.

7 (2) (A) Except as provided in subparagraph (B), both newly  
8 created parcels are no smaller than 1,200 square feet.

9 (B) A local agency may by ordinance adopt a smaller minimum  
10 lot size subject to ministerial approval under this subdivision.

11 (3) The parcel being subdivided meets all the following  
12 requirements:

13 (A) The parcel is located within a single-family residential zone.

14 (B) The parcel subject to the proposed urban lot split is located  
15 within a city, the boundaries of which include some portion of  
16 either an urbanized area or urban cluster, as designated by the  
17 United States Census Bureau, or, for unincorporated areas, a legal  
18 parcel wholly within the boundaries of an urbanized area or urban  
19 cluster, as designated by the United States Census Bureau.

20 (C) The parcel satisfies the requirements specified in  
21 subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision  
22 (a) of Section 65913.4.

23 (D) The proposed urban lot split would not require demolition  
24 or alteration of any of the following types of housing:

25 (i) Housing that is subject to a recorded covenant, ordinance,  
26 or law that restricts rents to levels affordable to persons and  
27 families of moderate, low, or very low income.

28 (ii) Housing that is subject to any form of rent or price control  
29 through a public entity's valid exercise of its police power.

30 (iii) A parcel or parcels on which an owner of residential real  
31 property has exercised the owner's rights under Chapter 12.75  
32 (commencing with Section 7060) of Division 7 of Title 1 to  
33 withdraw accommodations from rent or lease within 15 years  
34 before the date that the development proponent submits an  
35 application.

36 (iv) Housing that has been occupied by a tenant in the last three  
37 years.

38 (E) The parcel is not located within a historic district or property  
39 included on the State Historic Resources Inventory, as defined in  
40 Section 5020.1 of the Public Resources Code, or within a site that

1 is designated or listed as a city or county landmark or historic  
2 property or district pursuant to a city or county ordinance.

3 (F) The parcel has not been established through prior exercise  
4 of an urban lot split as provided for in this section.

5 (G) Neither the owner of the parcel being subdivided nor any  
6 person acting in concert with the owner has previously subdivided  
7 an adjacent parcel using an urban lot split as provided for in this  
8 section.

9 (b) An application for a parcel map for an urban lot split shall  
10 be approved in accordance with the following requirements:

11 (1) A local agency shall approve or deny an application for a  
12 parcel map for an urban lot split ministerially without discretionary  
13 review.

14 (2) A local agency shall approve an urban lot split only if it  
15 conforms to all applicable objective requirements of the  
16 Subdivision Map Act (Division 2 (commencing with Section  
17 66410)), except as otherwise expressly provided in this section.

18 (3) Notwithstanding Section 66411.1, a local agency shall not  
19 impose regulations that require dedications of rights-of-way or the  
20 construction of offsite improvements for the parcels being created  
21 as a condition of issuing a parcel map for an urban lot split pursuant  
22 to this section.

23 (c) (1) Except as provided in paragraph (2), notwithstanding  
24 any local law, a local agency may impose objective zoning  
25 standards, objective subdivision standards, and objective design  
26 review standards applicable to a parcel created by an urban lot  
27 split that do not conflict with this section.

28 (2) A local agency shall not impose objective zoning standards,  
29 objective subdivision standards, and objective design review  
30 standards that would have the effect of physically precluding the  
31 construction of two units on either of the resulting parcels or that  
32 would result in a unit size of less than 800 square feet.

33 (3) (A) Notwithstanding paragraph (2), no setback shall be  
34 required for an existing structure or a structure constructed in the  
35 same location and to the same dimensions as an existing structure.

36 (B) Notwithstanding paragraph (2), in all other circumstances  
37 not described in subparagraph (A), a local agency may require a  
38 setback of up to four feet from the side and rear lot lines.

39 (d) *Notwithstanding subdivision (a), a local agency may deny*  
40 *an urban lot split if the building official makes a written finding,*

1 *based upon a preponderance of the evidence, that the proposed*  
2 *housing development project would have a specific, adverse impact,*  
3 *as defined and determined in paragraph (2) of subdivision (d) of*  
4 *Section 65589.5, upon public health and safety or the physical*  
5 *environment and for which there is no feasible method to*  
6 *satisfactorily mitigate or avoid the specific, adverse impact.*

7 ~~(d)~~

8 (e) In addition to any conditions established in accordance with  
9 this section, a local agency may require any of the following  
10 conditions when considering an application for a parcel map for  
11 an urban lot split:

12 (1) Easements required for the provision of public services and  
13 facilities.

14 (2) A requirement that the parcels have access to, provide access  
15 to, or adjoin the public right-of-way.

16 (3) Off-street parking of up to one space per unit, except that a  
17 local agency shall not impose parking requirements in either of  
18 the following instances:

19 (A) The parcel is located within one-half mile walking distance  
20 of either a high-quality transit corridor as defined in subdivision  
21 (b) of Section 21155 of the Public Resources Code, or a major  
22 transit stop as defined in Section 21064.3 of the Public Resources  
23 Code.

24 (B) There is a car share vehicle located within one block of the  
25 parcel.

26 ~~(e)~~

27 (f) A local agency shall require that the uses allowed on a lot  
28 created by this section be limited to residential uses.

29 ~~(f)~~

30 (g) (1) A local agency ~~may impose an owner occupancy~~  
31 ~~requirement on~~ shall require an applicant for an urban lot split that  
32 meets one of the following conditions:

33 (A) ~~The applicant intends to sign an affidavit stating that the~~  
34 ~~applicant intends~~ to occupy one of the housing units as their  
35 principal residence for a minimum of ~~one year~~ three years from  
36 the date of the approval of the urban lot split.

37 (B) ~~The applicant is a “qualified nonprofit corporation.” A~~  
38 ~~“qualified nonprofit corporation” means a nonprofit corporation~~  
39 ~~organized pursuant to Section 501(c)(3) of the Internal Revenue~~

1 Code that has received a welfare exemption under either of the  
2 following:

3 ~~(i) Section 214.15 of the Revenue and Taxation Code for~~  
4 ~~properties intended to be sold to low-income families who~~  
5 ~~participate in a special no-interest loan program.~~

6 ~~(ii) Section 214.18 of the Revenue and Taxation Code for~~  
7 ~~properties owned by a community land trust.~~

8 *(2) This subdivision shall not apply to an applicant that is a*  
9 *“community land trust,” as defined in clause (ii) of subparagraph*  
10 *(C) of paragraph (11) of subdivision (a) of Section 402.1 of the*  
11 *Revenue and Taxation Code, or is a “qualified nonprofit*  
12 *corporation” as described in Section 214.15 of the Revenue and*  
13 *Taxation Code.*

14 ~~(2)~~

15 (3) A local agency shall not impose additional owner occupancy  
16 standards, other than provided for in this subdivision, on an urban  
17 lot split pursuant to this section.

18 ~~(3) This subdivision shall become inoperative on January 1,~~  
19 ~~2027.~~

20 ~~(g)~~

21 (h) A local agency shall require that a rental of any unit created  
22 pursuant to this section be for a term longer than 30 days.

23 ~~(h)~~

24 (i) A local agency shall not require, as a condition for ministerial  
25 approval of a parcel map application for the creation of an urban  
26 lot split, the correction of nonconforming zoning conditions.

27 ~~(i)~~

28 (j) (1) Notwithstanding any provision of Section 65852.2,  
29 ~~Section 65852.21, Section 65852.22, Section 65915, or this section,~~  
30 a local agency shall not be required to permit more than two units  
31 on a parcel created through the exercise of the authority contained  
32 within this section.

33 (2) For the purposes of this section, “unit” means any dwelling  
34 unit, including, but not limited to, a unit or units created pursuant  
35 to Section 65852.21, a primary dwelling, an accessory dwelling  
36 unit as defined in Section 65852.2, or a junior accessory dwelling  
37 unit as defined in Section 65852.22.

38 ~~(j)~~

39 (k) Notwithstanding paragraph (3) of subdivision (c), an  
40 application shall not be rejected solely because it proposes adjacent



1 or connected structures provided that the structures meet building  
2 code safety standards and are sufficient to allow separate  
3 conveyance.

4 ~~(k)~~

5 (l) Local agencies shall include the number of applications for  
6 parcel maps for urban lot splits pursuant to this section in the  
7 annual housing element report as required by subparagraph (I) of  
8 paragraph (2) of subdivision (a) of Section 65400.

9 ~~(f)~~

10 (m) For purposes of this section, both of the following shall  
11 apply:

12 (1) “Objective zoning standards,” “objective subdivision  
13 standards,” and “objective design review standards” mean standards  
14 that involve no personal or subjective judgment by a public official  
15 and are uniformly verifiable by reference to an external and  
16 uniform benchmark or criterion available and knowable by both  
17 the development applicant or proponent and the public official  
18 prior to submittal. These standards may be embodied in alternative  
19 objective land use specifications adopted by a local agency, and  
20 may include, but are not limited to, housing overlay zones, specific  
21 plans, inclusionary zoning ordinances, and density bonus  
22 ordinances.

23 (2) “Local agency” means a city, county, or city and county,  
24 whether general law or chartered.

25 ~~(m)~~

26 (n) A local agency may adopt an ordinance to implement the  
27 provisions of this section. An ordinance adopted to implement this  
28 section shall not be considered a project under Division 13  
29 (commencing with Section 21000) of the Public Resources Code.

30 ~~(n)~~

31 (o) Nothing in this section shall be construed to supersede or in  
32 any way alter or lessen the effect or application of the California  
33 Coastal Act of 1976 (Division 20 (commencing with Section  
34 30000) of the Public Resources Code), except that the local agency  
35 shall not be required to hold public hearings for coastal  
36 development permit applications for urban lot splits pursuant to  
37 this section.

38 SEC. 3. Section 66452.6 of the Government Code is amended  
39 to read:

1     66452.6. (a) (1) An approved or conditionally approved  
2 tentative map shall expire 24 months after its approval or  
3 conditional approval, or after any additional period of time as may  
4 be prescribed by local ordinance, not to exceed an additional 24  
5 months. However, if the subdivider is required to expend two  
6 hundred thirty-six thousand seven hundred ninety dollars  
7 (\$236,790) or more to construct, improve, or finance the  
8 construction or improvement of public improvements outside the  
9 property boundaries of the tentative map, excluding improvements  
10 of public rights-of-way that abut the boundary of the property to  
11 be subdivided and that are reasonably related to the development  
12 of that property, each filing of a final map authorized by Section  
13 66456.1 shall extend the expiration of the approved or conditionally  
14 approved tentative map by 48 months from the date of its  
15 expiration, as provided in this section, or the date of the previously  
16 filed final map, whichever is later. The extensions shall not extend  
17 the tentative map more than 10 years from its approval or  
18 conditional approval. However, a tentative map on property subject  
19 to a development agreement authorized by Article 2.5  
20 (commencing with Section 65864) of Chapter 4 of Division 1 may  
21 be extended for the period of time provided for in the agreement,  
22 but not beyond the duration of the agreement. The number of  
23 phased final maps that may be filed shall be determined by the  
24 advisory agency at the time of the approval or conditional approval  
25 of the tentative map.

26     (2) Commencing January 1, 2012, and each calendar year  
27 thereafter, the amount of two hundred thirty-six thousand seven  
28 hundred ninety dollars (\$236,790) shall be annually increased by  
29 operation of law according to the adjustment for inflation set forth  
30 in the statewide cost index for class B construction, as determined  
31 by the State Allocation Board at its January meeting. The effective  
32 date of each annual adjustment shall be March 1. The adjusted  
33 amount shall apply to tentative and vesting tentative maps whose  
34 applications were received after the effective date of the  
35 adjustment.

36     (3) "Public improvements," as used in this subdivision, include  
37 traffic controls, streets, roads, highways, freeways, bridges,  
38 overcrossings, street interchanges, flood control or storm drain  
39 facilities, sewer facilities, water facilities, and lighting facilities.

1 (b) (1) The period of time specified in subdivision (a), including  
2 any extension thereof granted pursuant to subdivision (e), shall  
3 not include any period of time during which a development  
4 moratorium, imposed after approval of the tentative map, is in  
5 existence. However, the length of the moratorium shall not exceed  
6 five years.

7 (2) The length of time specified in paragraph (1) shall be  
8 extended for up to three years, but in no event beyond January 1,  
9 1992, during the pendency of any lawsuit in which the subdivider  
10 asserts, and the local agency that approved or conditionally  
11 approved the tentative map denies, the existence or application of  
12 a development moratorium to the tentative map.

13 (3) Once a development moratorium is terminated, the map  
14 shall be valid for the same period of time as was left to run on the  
15 map at the time that the moratorium was imposed. However, if the  
16 remaining time is less than 120 days, the map shall be valid for  
17 120 days following the termination of the moratorium.

18 (c) The period of time specified in subdivision (a), including  
19 any extension thereof granted pursuant to subdivision (e), shall  
20 not include the period of time during which a lawsuit involving  
21 the approval or conditional approval of the tentative map is or was  
22 pending in a court of competent jurisdiction, if the stay of the time  
23 period is approved by the local agency pursuant to this section.  
24 After service of the initial petition or complaint in the lawsuit upon  
25 the local agency, the subdivider may apply to the local agency for  
26 a stay pursuant to the local agency's adopted procedures. Within  
27 40 days after receiving the application, the local agency shall either  
28 stay the time period for up to five years or deny the requested stay.  
29 The local agency may, by ordinance, establish procedures for  
30 reviewing the requests, including, but not limited to, notice and  
31 hearing requirements, appeal procedures, and other administrative  
32 requirements.

33 (d) The expiration of the approved or conditionally approved  
34 tentative map shall terminate all proceedings and no final map or  
35 parcel map of all or any portion of the real property included within  
36 the tentative map shall be filed with the legislative body without  
37 first processing a new tentative map. Once a timely filing is made,  
38 subsequent actions of the local agency, including, but not limited  
39 to, processing, approving, and recording, may lawfully occur after  
40 the date of expiration of the tentative map. Delivery to the county

1 surveyor or city engineer shall be deemed a timely filing for  
2 purposes of this section.

3 (e) Upon application of the subdivider filed before the expiration  
4 of the approved or conditionally approved tentative map, the time  
5 at which the map expires pursuant to subdivision (a) may be  
6 extended by the legislative body or by an advisory agency  
7 authorized to approve or conditionally approve tentative maps for  
8 a period or periods not exceeding a total of six years. The period  
9 of extension specified in this subdivision shall be in addition to  
10 the period of time provided by subdivision (a). Before the  
11 expiration of an approved or conditionally approved tentative map,  
12 upon an application by the subdivider to extend that map, the map  
13 shall automatically be extended for 60 days or until the application  
14 for the extension is approved, conditionally approved, or denied,  
15 whichever occurs first. If the advisory agency denies a subdivider's  
16 application for an extension, the subdivider may appeal to the  
17 legislative body within 15 days after the advisory agency has  
18 denied the extension.

19 (f) For purposes of this section, a development moratorium  
20 includes a water or sewer moratorium, or a water and sewer  
21 moratorium, as well as other actions of public agencies that regulate  
22 land use, development, or the provision of services to the land,  
23 including the public agency with the authority to approve or  
24 conditionally approve the tentative map, which thereafter prevents,  
25 prohibits, or delays the approval of a final or parcel map. A  
26 development moratorium shall also be deemed to exist for purposes  
27 of this section for any period of time during which a condition  
28 imposed by the city or county could not be satisfied because of  
29 either of the following:

30 (1) The condition was one that, by its nature, necessitated action  
31 by the city or county, and the city or county either did not take the  
32 necessary action or by its own action or inaction was prevented or  
33 delayed in taking the necessary action before expiration of the  
34 tentative map.

35 (2) The condition necessitates acquisition of real property or  
36 any interest in real property from a public agency, other than the  
37 city or county that approved or conditionally approved the tentative  
38 map, and that other public agency fails or refuses to convey the  
39 property interest necessary to satisfy the condition. However,  
40 nothing in this subdivision shall be construed to require any public

1 agency to convey any interest in real property owned by it. A  
2 development moratorium specified in this paragraph shall be  
3 deemed to have been imposed either on the date of approval or  
4 conditional approval of the tentative map, if evidence was included  
5 in the public record that the public agency that owns or controls  
6 the real property or any interest therein may refuse to convey that  
7 property or interest, or on the date that the public agency that owns  
8 or controls the real property or any interest therein receives an  
9 offer by the subdivider to purchase that property or interest for fair  
10 market value, whichever is later. A development moratorium  
11 specified in this paragraph shall extend the tentative map up to the  
12 maximum period as set forth in subdivision (b), but not later than  
13 January 1, 1992, so long as the public agency that owns or controls  
14 the real property or any interest therein fails or refuses to convey  
15 the necessary property interest, regardless of the reason for the  
16 failure or refusal, except that the development moratorium shall  
17 be deemed to terminate 60 days after the public agency has  
18 officially made, and communicated to the subdivider, a written  
19 offer or commitment binding on the agency to convey the necessary  
20 property interest for a fair market value, paid in a reasonable time  
21 and manner.

22 SEC. 4. The Legislature finds and declares that ensuring access  
23 to affordable housing is a matter of statewide concern and not a  
24 municipal affair as that term is used in Section 5 of Article XI of  
25 the California Constitution. Therefore, Sections 1 and 2 of this act  
26 adding Sections 65852.21 and 66411.7 to the Government Code  
27 and Section 3 of this act amending Section 66452.6 of the  
28 Government Code apply to all cities, including charter cities.

29 ~~SEC. 5. No reimbursement is required by this act pursuant to~~  
30 ~~Section 6 of Article XIII B of the California Constitution because~~  
31 ~~a local agency or school district has the authority to levy service~~  
32 ~~charges, fees, or assessments sufficient to pay for the program or~~  
33 ~~level of service mandated by this act, within the meaning of Section~~  
34 ~~17556 of the Government Code.~~

35 *SEC. 5. No reimbursement is required by this act pursuant to*  
36 *Section 6 of Article XIII B of the California Constitution because*  
37 *a local agency or school district has the authority to levy service*  
38 *charges, fees, or assessments sufficient to pay for the program or*  
39 *level of service mandated by this act or because costs that may be*  
40 *incurred by a local agency or school district will be incurred*

1 *because this act creates a new crime or infraction, eliminates a*  
2 *crime or infraction, or changes the penalty for a crime or*  
3 *infraction, within the meaning of Section 17556 of the Government*  
4 *Code, or changes the definition of a crime within the meaning of*  
5 *Section 6 of Article XIII B of the California Constitution.*

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# *prentice*|LONG<sub>PC</sub>

A LAW FIRM FOUNDED ON THE  
PRINCIPLE OF SERVICE

David A. Prentice  
[david@prenticelongpc.com](mailto:david@prenticelongpc.com)

September 2, 2021

To: City Council  
Interim City Manager

From: Asst. City Attorney  
David Prentice

Re: PERC Water Corporation (PERC)-Contract Opinion

## **Questions Presented**

Is the current contract with PERC a legally binding agreement?

May the City Council of the City of Ione enter into an extension of the City's contract with PERC?

## **Short Answers**

Yes, the initial agreement between the City and PERC is binding and legal.

Yes, the City Council may extend the legally binding agreement between City and PERC.

## **Discussion**

The contract with PERC (Asset Management Service Agreement-the Contract) was first entered into between PERC and the City of Ione effective July 1, 2009. The Contract was executed by the City Manager and City Attorney at the time. Subsequently, the Contract was extended from the initial two-year term (2009-2011) to 2013 and thereafter to 2019 and 2021. All of the extensions were duly executed, with the last two extensions being accomplished by letter agreement executed by the then Mayor (Atlan and Reed) and approved as to form by the City Attorney. PERC now seeks another extension from 2021 to 2023.

The initial term of the Contract was limited to three (3) additional two (2) year periods, or an additional six (6) years. (Contract pg. 2 §3.1.) This would have taken the initial contract to a maximum of eight (8) years or 2017. However, in 2013 the City and PERC entered into a new agreement with a term of four (4) years with three (3) possible two (2) year extensions. (2013 Contract pg. 2 §3.1.) The first of the extensions occurred by letter in 2017 and extended the 2013 Contract to 2019 and thereafter a second extension letter was executed, extending the 2013 Contract to 2021. These letters of extension, as stated, were executed by the then duly appointed mayors. Before the Council now is the last of the extensions (2023). While it may be prudent to issue a new request for qualifications, the current Contract, by its unambiguous language, allows for this final extension. The language of a contract governs the interpretation. (Civil Code §1638.)

There have been allegations that the first Contract (2009) was not lawful. However, I find no basis for that allegation. Moreover, it has never been stated on what grounds such allegations are made. But the issue here is whether the Council can approve an extension. They can. The initial contract, even if infirm, was performed for years by both parties and was thus ratified by both.

David A. Prentice  
Assistant City Attorney

Cc: Sophia Meyer, City Attorney