

REGULAR MEETING STARTS AT 6:00 PM

**Mayor Diane Wratten
Vice Mayor Stacy Rhoades
Council Member Dominic Atlan
Council Member Dan Epperson
Council Member Tom Reed**

DUE TO THE GOVERNOR'S EXECUTIVE ORDER N-29-20 ADOPTED MARCH 17, 2020 THE CITY COUNCIL OF THE CITY OF IONE WILL BE CONDUCTING THEIR MEETING VIA TELECONFERENCE. WHILE THIS MEETING WILL STILL BE CONDUCTED IN-PERSON AT 1 E. MAIN STREET, WE STRONGLY ENCOURAGE THE PUBLIC TO PARTICIPATE FROM HOME BY CALLING-IN USING THE FOLLOWING NUMBER:

Dial-In: 1-872-240-3212

Access Code: 149-921-885

YOU MAY ALSO PARTICIPATE IN THE MEETING USING THIS LINK:

<https://global.gotomeeting.com/install/149921885>

Tuesday, December 1, 2020

**Ione City Hall
1 E. Main Street
Ione, CA 95640**

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

PLEASE LIMIT PUBLIC COMMENT/TESTIMONY TO FOUR MINUTES

Gov't. Code §54954.3

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

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

AGENDA

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE TO THE FLAG**
- C. ROLL CALL**

D. APPROVAL OF AGENDA

E. PRESENTATIONS/ANNOUNCEMENTS/PROCLAMATIONS:

- Badge Pinning Ceremony for Promotion of Police Officer Jon Alfred to Sergeant
- Badge Pinning Ceremony for Promotion of Police Officer Carlo Sgroi to Sergeant

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

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

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

G. CONSENT CALENDAR:

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

1. Approval of Minutes: October 6, 2020, October 20, 2020 and October 30, 2020
2. Receive and File City of Lone Community Facilities District No. 2005-2 Annual Accountability Reports for the Period Ending October 31, 2020
3. Adoption of Resolution No. 2020-41 Approving the Conflict of Interest Code
4. Amendment to Ordinance No. 523 – Amending the 2007 Local Traffic Mitigation Fee Nexus Plan and CIP Study to Ordinance No. 521

H. PUBLIC HEARING:

5. The City of Lone will hold a Public Hearing to hear an appeal by Michael Politi and Dolores Schiller, property owners, from the denial of a variance by the Lone Planning Commission for construction of a carport at 1718 Shakeley Lane and Possible Adoption of Resolution No. 2020-42. Under the California Environmental Quality Act, the project is exempt from CEQA review (Section 15303) *New Construction or Conversion of Small Structures.*

I. REGULAR AGENDA:

6. Draft Consulting Services Agreement for City Planner Services between City of Ione and De Novo Planning Group
7. Adoption of Resolution No. 2020-40 Appointment of Interim City Manager-Finance Manager
8. Discussion Regarding City Treasurer Vacancy
9. Discussion Regarding Building Official Services
10. Discussion Regarding Safe Parking Program for Unhoused Individuals

J. CITY MANAGER REPORTS

K. CITY COUNCIL COMMITTEE REPORTS

L. CITY COUNCIL COMMENTS/FUTURE AGENDA ITEMS

M. CLOSED SESSION:

- It is the Intention of the City Council to meet in Closed Session to Consider the Appointment, Employment or Evaluation of the Chief of Police Pursuant to Government Code 54957(b)
Negotiator: Margaret Long

N. ADJOURNMENT


NOTICE REGARDING CHALLENGES TO DECISIONS

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

ADA COMPLIANCE STATEMENT

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

I, Janice Traverso, the City Clerk of the City of Ione declare under penalty of perjury that the foregoing agenda for the Tuesday, December 1, 2020 meeting of the Ione City Council was posted on November 25, 2020.



Janice Traverso, City Clerk, City of Ione

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CITY COUNCIL MINUTES
WILL BE AVAILABLE
ON FRIDAY, NOVEMBER 27, 2020



CITY OF IONE CITY COUNCIL MEMORANDUM



#2

FOR THE MEETING OF: DECEMBER 1, 2020

DATE: NOVEMBER 23, 2020

TO: MAYOR WRATTEN AND CITY COUNCIL

FROM: SHAYNE MORGAN, TAUSSIG & ASSOCIATES

**SUBJECT: CITY OF IONE COMMUNITY FACILITIES DISTRICT NO. 2005-2
ANNUAL ACCOUNTABILITY REPORTS FOR THE PERIOD ENDING
OCTOBER 31, 2020**

STAFF RECOMMENDATION

It is recommended that City Council, acting in its capacity as the legislative body of City of Ione Community Facilities District No. 2005-2 ("CFD No. 2005-2"), receive and file the attached Annual Accountability Reports as required by Government Code Section 50075.3 for the period ending October 31, 2020.

BACKGROUND AND OVERVIEW

The City of Ione, pursuant to the provisions of the Local Agency Special Tax and Bond Accountability Act (the "Accountability Act"), is required to file Annual Accountability Reports (defined below) with City Council for each improvement area of Community Facilities District No. 2005-2 on an annual basis. The attached Annual Accountability Reports provide the information required by Government Code Section 50075 et seq. for the period ending October 31, 2020.

The Accountability Act adopted by the voters in 2001 and codified in Government Code Section 50075 et seq. requires any local special tax and/or bond measure subject to voter approval on or after January 1, 2001 that would provide for the imposition of a special tax by a local agency shall require the chief fiscal officer of the levying local agency to file an annual Special Tax and Bond Accountability Report ("Annual Accountability Report") with its governing body meeting the requirements of the Accountability Act. As directed by Senate Bill ("SB") 165, the Annual Accountability Reports shall contain both of the following (i) the amount of funds collected and expended, and (ii) the initial allocation of bond proceeds and the expenditure of bonds proceeds to fund authorized projects of CFD No. 2005-2.

Attached for your information are the applicable City of Ione Community Facilities District No. 2005-2 Annual Accountability Reports for the reporting period of November 1, 2019 through October 31, 2020. These reports provide the amount of funds collected and expended as well as

the status of the projects authorized within the bond programs. The total beginning balance within the accounts held by U.S. Bank on November 1, 2019 was \$418,231 (collectively for all funds and accounts held by Improvement Area Nos. 1 & 3 of CFD No. 2005-2), and the total ending balance as of October 31, 2020 was \$319,302 (collectively for all funds and accounts held by Improvement Area Nos. 1 & 3 of CFD No. 2005-2). The CFD No. 2005-2 bonds were issued to pay, repay or defease the outstanding bonds supported by special taxes levied on taxable property for City of Ione Community Facilities District No. 1989-1 (Country Club Estates) and City of Ione Community Facilities District No. 1989-2 (Country Club Estates – 2) which were in default. These reports, commonly submitted as informational packets by other taxing jurisdictions, are included on the consent calendar as a courtesy to keep City Council involved in these matters. These reports were provided by David Taussig & Associates, Inc., the special tax consultant and administrator for these districts.

All costs related to CFD No. 2005-2 are costs of these districts, not the City of Ione or its General Fund. As a result, all costs related to administering these districts and paying debt service on the bonds are the responsibility of the property owners within these districts. The bonded indebtedness of CFD No. 2005-2 is both secured and repaid through the annual levy and collection of special taxes from all property subject to the special tax within these districts.

Aside from the Annual Accountability Reports, there are various other annual reporting requirements related to CFD No. 2005-2 as outlined below:

- City Council approval of the "Annual Levy of Special Tax" resolution authorizing the levy of special taxes within CFD No. 2005-2. Approval is due each year prior to the County of Amador's August 10th deadline for the inclusion of such special taxes on the consolidated property tax bills pursuant to Government Code Section 43340 of the Mello-Roos Community Facilities Act of 1982 (the "Act"). The fiscal year 2020-2021 annual levy of special taxes for CFD No. 2005-2 was approved by City Council on July 28, 2020. *The CFD No. 2005-1 Special Tax Refunding Bonds had a final maturity of September 1, 2016, and accordingly, there was no levy of special taxes within CFD No. 2005-1 for fiscal year 2020-2021.*
- As stated in SB 1464, any Community Facilities Districts issuing debt on or after January 1, 1993, must report certain fiscal information to the California Debt and Investment Advisory Commission ("CDIAC") on an annual basis by October 30th of each year (2 page form report of fund balance, assessed value of all parcels in the CFD subject to the special tax, tax collections, delinquent reporting, foreclosure actions for fiscal year, and issue matured or refunded information called the Yearly Fiscal Status Report). David Taussig & Associates, Inc. (acting on behalf of the City of Ione) prepared and filed the first set of applicable Yearly Fiscal Status Reports for CFD Nos. 2005-1 & 2005-2 on October 29, 2007, and subsequent required reports have been provided to CDIAC on or prior to each October 30th thereafter.
- The City of Ione, pursuant to the provisions of the Continuing Disclosure Certificates (the "Disclosure Certificates") dated as of August 1, 2006 for CFD No. 2005-1, and dated as of December 1, 2007 for Improvement Area No. 1 of CFD No. 2005-2, is required to provide Annual Reports for CFD No. 2005-1 and Improvement Area No. 1 of CFD No. 2005-2 not later than April 1st of each year in compliance with Section 53359.5 of the Government Code as stated in SB 1464, the 1992 Mello-Roos Amendment Bill. David Taussig and Associates, Inc. prepared these Annual Reports and copies of these Annual

Reports were forwarded to U.S. Bank as trustee prior to each applicable April 1st. These Annual Reports have also been provided to each National Repository and each State Repository determined pursuant Section 3(a) of the applicable Disclosure Certificate. The first Annual Report for CFD No. 2005-1 was provided prior to April 1, 2007, and subsequent Annual Reports were provided prior to each April 1st thereafter during the time which the bonds issued by this district were outstanding. The first Annual Report for Improvement Area No. 1 of CFD No. 2005-2 was provided prior to April 1, 2008, and subsequent Annual Reports have been provided prior to each April 1st thereafter. The bonds for Improvement Area No. 3 of CFD No. 2005-2 are currently privately placed and continuing disclosure certificates have not been executed for this improvement area, therefore an Annual Report is not required for this improvement area at this time. Similar annual continuing disclosure reporting requirements will apply to Improvement Area No. 3 of CFD No. 2005-2 only if the bonds secured by the special taxes with such improvement area are sold to the public. *The Improvement Area No. 2 of CFD No. 2005-2 Special Tax Refunding Bonds, which were also privately place, were redeemed in full on September 1, 2017, and accordingly, there are no continuing disclosure reporting requirements for this district.*

City Council has authorized the formation of CFD No. 2005-2, the bonded indebtedness for this district, the levy of a special tax within the boundaries of CFD No. 2005-2, and the specific taxes levied per parcel for fiscal year 2020-2021. The attached Annual Accountability Reports, prepared in accordance with Government Code Section 50075.3, is hereby submitted for City Council's reference.

If you have any questions or need additional information regarding the Annual Accountability Reports for CFD No. 2005-2, you may contact me or Shayne Morgan, the administrative consultant for CFD No. 2005-2, at (949) 955-1500.

Attachments

**CITY OF IONE
IMPROVEMENT AREA NO. 1 OF
COMMUNITY FACILITIES DISTRICT NO. 2005-2**

SPECIAL TAX AND BOND ACCOUNTABILITY REPORT

The purpose of this report is to comply with the provisions of the Local Agency Special Tax and Bond Accountability Act (the "Accountability Act"). According to Senate Bill ("SB") 165, any local special tax measure that is subject to voter approval on or after January 1, 2001 that would provide for the imposition of a special tax by a local agency shall require the chief fiscal officer of the levying local agency to file an annual Special Tax and Bond Accountability Report ("Accountability Report") with its governing body no later than January 1, 2002, and at least once a year thereafter, meeting the requirements of the Accountability Act. The Accountability Report shall contain a description of the following:

- The amount of funds collected and expended.
- The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Article 1.5, Section 53410.

In compliance with the required Accountability Report the following is submitted:

The City of Ione issued \$3,845,000 in Improvement Area No. 1 of Community Facilities District No. 2005-2 Special Tax Bonds (the "Series 2006 Bonds") in August 2006. The Series 2006 Bonds were issued to pay, repay or defease an allocable share of the outstanding bonds supported by special taxes levied on taxable property for City of Ione Community Facilities District No. 1989-1 (Country Club Estates) and City of Ione Community Facilities District No. 1989-2 (Country Club Estates – 2) which were in default. In June 2018, Improvement Area No. 1 of Community Facilities District No. 2005-2 issued \$2,646,764 in refunding bonds (the "Series 2018 Bonds") to provide funds to refund all of the outstanding Series 2006 Bonds. The Series 2006 Bonds and the Series 2018 Bonds are collectively referred to herein as the "Bonds".

Separate accounts have been established with a third party trustee to administer the receipt and subsequent disbursement of the Bond proceeds for Improvement Area No. 1 of Community Facilities District No. 2005-2. Summary sheets showing the deposit of Bond proceeds as well as all subsequent disbursements made during the reporting period (November 1, 2019 through October 31, 2020) are attached as a part of this report.

Improvement Area No. 1 of Community Facilities District No. 2005-2 facilities special taxes were levied in fiscal year 2019-2020 in the amount of \$202,061. These facilities special taxes were used to pay debt service on the Bonds and administrative expenses of Improvement Area No. 1 of Community Facilities District No. 2005-2. Additionally, Improvement Area No. 1 of Community Facilities District No. 2005-2 services special taxes were levied in fiscal year 2019-2020 in the amount of \$61,037 and made available to the City of Ione for authorized public services and associated administrative expenses.

**COMMUNITY FACILITIES DISTRICT No. 2005-2
(IMPROVEMENT AREA No. 1) OF THE CITY OF IONE
SERIES 2006 SPECIAL TAX BONDS**

SB 165 FUND SUMMARY

<i>Fund</i>	<i>Bond Proceeds (Deposited on 8/16/06)</i>	<i>Previously Accrued</i>	<i>Previously Expended</i>	<i>Ending Balance as of 10/31/19 ⁽¹⁾</i>	<i>Funds Accrued (11/01/19 through 10/31/20)</i>	<i>Funds Expended (11/01/19 through 10/31/20)</i>	<i>Ending Balance as of 10/31/20</i>
Project Account	\$0.00	\$0.00	\$0.00	\$0.00	NA	NA	NA
Cost of Issuance Account	\$0.00	\$261,595.34	(\$261,595.34)	\$0.00	NA	NA	NA
Cost of Conversion Subaccount	\$0.00	\$80,798.29	(\$80,798.29)	\$0.00	NA	NA	NA
Special Tax Fund ⁽²⁾	\$3,756,579.25	\$3,449,969.72	(\$7,206,548.97)	\$0.00	NA	NA	NA
Reserve Account	\$0.00	\$596,105.98	(\$596,105.98)	\$0.00	NA	NA	NA
Administrative Expense Account	\$0.00	\$262,831.49	(\$262,831.49)	\$0.00	NA	NA	NA
Interest Account	\$0.00	\$2,501,271.14	(\$2,501,271.14)	\$0.00	NA	NA	NA
Principal Account	\$0.00	\$220,000.10	(\$220,000.10)	\$0.00	NA	NA	NA
Redemption Account	\$0.00	\$771,015.69	(\$771,015.69)	\$0.00	NA	NA	NA
Rebate Fund	\$0.00	\$0.00	\$0.00	\$0.00	NA	NA	NA
Surplus Fund	\$0.00	\$0.00	\$0.00	\$0.00	NA	NA	NA
Grand Total	\$3,756,579.25	\$8,143,587.75	(\$11,900,167.00)	\$0.00	NA	NA	NA

Notes:

⁽¹⁾ The Series 2006 Special Tax Bonds were redeemed in full on September 1, 2018. Accordingly, the majority of the funds and accounts for the Series 2006 Special Tax Bonds were transferred to the funds and accounts established for the Series 2018 Special Tax Refunding bonds on June 21, 2018. Furthermore, all funds and accounts for the Series 2006 Special Tax Bonds were closed on November 2, 2018.

⁽²⁾ Excludes private placement fee of \$98,420.75 retained by placement agent.

COMMUNITY FACILITIES DISTRICT No. 2005-2 (IMPROVEMENT AREA No. 1) OF THE CITY OF IONE SERIES 2018 SPECIAL TAX REFUNDING BONDS

SB 165 FUND SUMMARY

Fund	Special Tax and Bond Proceeds (Deposited on 6/21/18)	Previously Accrued	Previously Expended	Ending Balance as of 10/31/19	Funds Accrued (11/1/19 through 10/31/20)	Funds Expended (11/1/19 through 10/31/20)	Ending Balance as of 10/31/20
Construction Fund ^[1]	\$93,235.00	\$2,023.50	\$0.00	\$95,258.50	\$485.44	\$0.00	\$95,743.94
Cost of Issuance Account	\$108,502.32	\$39.10	(\$108,541.42)	\$0.00	\$0.00	\$0.00	\$0.00
Escrow Fund ^[2]	\$3,001,795.51	\$10,954.49	(\$3,012,750.00)	\$0.00	\$0.00	\$0.00	\$0.00
Special Tax Fund	\$0.00	\$201,916.74	(\$190,337.20)	\$11,579.54	\$180,321.33	(\$183,520.09)	\$8,380.78
Reserve Account	\$51,695.39	\$1,114.04	(\$1,793.42)	\$51,016.01	\$259.96	(\$1,680.68)	\$49,595.29
Administrative Expense Account ^[3]	\$40,478.51	\$21,708.09	(\$34,678.56)	\$27,508.04	\$21,658.78	\$0.00	\$49,166.82
Interest Account	\$0.00	\$137,860.83	(\$137,860.15)	\$0.68	\$108,233.89	(\$108,233.86)	\$0.71
Principal Account	\$0.00	\$50,195.00	(\$50,195.00)	\$0.00	\$73,489.00	(\$73,489.00)	\$0.00
Redemption Account	\$0.00	\$94,946.88	(\$94,738.62)	\$208.26	\$86,155.47	(\$86,354.58)	\$9.15
Rebate Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Surplus Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$3,295,706.73	\$520,758.67	(\$3,630,894.37)	\$185,571.03	\$470,603.87	(\$453,278.21)	\$202,896.69

Notes:

[1] Funded with a transfer from the Series 2006 Special Tax Fund on June 21, 2018.

[2] Funds deposited include (i) refunding bond proceeds equal to \$2,486,566.29 (excludes costs of issuance in the amount of \$108,502.32 and amounts deposited into the Reserve Account in the amount of \$51,695.39), and (ii) transfers totaling \$515,229.22 from funds held in the Series 2006 Special Tax Fund, Reserve Fund and Redemption Account.

[3] Funded with a transfer from the Series 2006 Administrative Expense Account on June 21, 2018.

**CITY OF IONE
IMPROVEMENT AREA NO. 2 OF
COMMUNITY FACILITIES DISTRICT NO. 2005-2**

SPECIAL TAX AND BOND ACCOUNTABILITY REPORT

The purpose of this report is to comply with the provisions of the Local Agency Special Tax and Bond Accountability Act (the "Accountability Act"). According to Senate Bill ("SB") 165, any local special tax measure that is subject to voter approval on or after January 1, 2001 that would provide for the imposition of a special tax by a local agency shall require the chief fiscal officer of the levying local agency to file an annual Special Tax and Bond Accountability Report ("Accountability Report") with its governing body no later than January 1, 2002, and at least once a year thereafter, meeting the requirements of the Accountability Act. The Accountability Report shall contain a description of the following:

- The amount of funds collected and expended.
- The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Article 1.5, Section 53410.

In compliance with the required Accountability Report the following is submitted:

The City of Ione issued \$1,550,000 in Improvement Area No. 2 of Community Facilities District No. 2005-2 Special Tax Refunding Bonds (the "Bonds") in August 2006. The Bonds were issued to pay, repay or defease an allocable share of the outstanding bonds supported by special taxes levied on taxable property for City of Ione Community Facilities District No. 1989-1 (Country Club Estates) and City of Ione Community Facilities District No. 1989-2 (Country Club Estates – 2) which were in default.

Separate accounts have been established with a third party trustee to administer the receipt and subsequent disbursement of the Bond proceeds for Improvement Area No. 2 of Community Facilities District No. 2005-2. A summary sheet showing the deposit of Bond proceeds as well as all subsequent disbursements made during the reporting period (November 1, 2019 through October 31, 2020) is attached as a part of this report.

Improvement Area No. 2 of Community Facilities District No. 2005-2 Special Tax Bonds had a final maturity of September 1, 2017. Accordingly, parcels within Improvement Area No. 2 of Community Facilities District No. 2005-2 are no longer subject to the levy of the facilities special tax.

Furthermore, Improvement Area No. 2 of Community Facilities District No. 2005-2 services special taxes were levied in fiscal year 2019-2020 in the amount of \$67,141 and made available to the City of Ione for authorized public services and associated administrative expenses.

COMMUNITY FACILITIES DISTRICT No. 2005-2 (IMPROVEMENT AREA No. 2) OF THE CITY OF IONE SERIES 2006 SPECIAL TAX BONDS

SB 165 FUND SUMMARY

<i>Fund</i>	<i>Bond Proceeds (Deposited on 8/16/06)</i>	<i>Previously Accrued</i>	<i>Previously Expended</i>	<i>Ending Balance as of 10/31/19 ⁽¹⁾</i>	<i>Funds Accrued (11/01/19 through 10/31/20)</i>	<i>Funds Expended (11/01/19 through 10/31/20)</i>	<i>Ending Balance as of 10/31/20</i>
Project Account	\$0.00	\$34,048.71	(\$34,048.71)	\$0.00	NA	NA	NA
Cost of Issuance Account	\$0.00	\$127,622.36	(\$127,622.36)	\$0.00	NA	NA	NA
Special Tax Fund ⁽²⁾	\$1,148,040.21	\$641,625.09	(\$1,789,665.30)	\$0.00	NA	NA	NA
Reserve Account	\$0.00	\$220,126.10	(\$220,126.10)	\$0.00	NA	NA	NA
Administrative Expense Account	\$0.00	\$263,893.93	(\$263,893.93)	\$0.00	NA	NA	NA
Interest Account	\$0.00	\$573,880.51	(\$573,880.51)	\$0.00	NA	NA	NA
Principal Account	\$0.00	\$680,000.00	(\$680,000.00)	\$0.00	NA	NA	NA
Redemption Account	\$0.00	\$1,164,959.68	(\$1,164,959.68)	\$0.00	NA	NA	NA
Rebate Fund	\$0.00	\$0.00	\$0.00	\$0.00	NA	NA	NA
Surplus Fund	\$0.00	\$111,595.29	(\$111,595.29)	\$0.00	NA	NA	NA
Grand Total	\$1,148,040.21	\$3,817,751.67	(\$4,965,791.88)	\$0.00	NA	NA	NA

Notes:

[1] The Series 2006 Special Tax Bonds were redeemed in full on September 1, 2017. Accordingly, all funds and accounts for the Series 2006 Special Tax Bonds were closed on October 1, 2019.

[2] Excludes (i) proceeds from the CFD Nos. 1989-1 & 1989-2 bond cancellation totaling \$385,298.25, and (ii) private placement fee of \$16,661.54 retained by placement agent.

**CITY OF IONE
IMPROVEMENT AREA NO. 3 OF
COMMUNITY FACILITIES DISTRICT NO. 2005-2**

SPECIAL TAX AND BOND ACCOUNTABILITY REPORT

The purpose of this report is to comply with the provisions of the Local Agency Special Tax and Bond Accountability Act (the "Accountability Act"). According to Senate Bill ("SB") 165, any local special tax measure that is subject to voter approval on or after January 1, 2001 that would provide for the imposition of a special tax by a local agency shall require the chief fiscal officer of the levying local agency to file an annual Special Tax and Bond Accountability Report ("Accountability Report") with its governing body no later than January 1, 2002, and at least once a year thereafter, meeting the requirements of the Accountability Act. The Accountability Report shall contain a description of the following:

- The amount of funds collected and expended.
- The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 and Article 1.5, Section 53410.

In compliance with the required Accountability Report the following is submitted:

The City of Ione issued \$9,855,000 in Improvement Area No. 3 of Community Facilities District No. 2005-2 Special Tax Refunding Bonds (the "Bonds") in August 2006. The Bonds were issued to pay, repay or defease an allocable share of the outstanding bonds supported by special taxes levied on taxable property for City of Ione Community Facilities District No. 1989-1 (Country Club Estates) and City of Ione Community Facilities District No. 1989-2 (Country Club Estates – 2) which were in default.

Separate accounts have been established with a third party trustee to administer the receipt and subsequent disbursement of the Bond proceeds for Improvement Area No. 3 of Community Facilities District No. 2005-2. A summary sheet showing the deposit of Bond proceeds as well as all subsequent disbursements made during the reporting period (November 1, 2019 through October 31, 2020) is attached as a part of this report.

Improvement Area No. 3 of Community Facilities District No. 2005-2 facilities special taxes were levied in fiscal year 2019-2020 in the amount of \$430,071. These facilities special taxes were used to pay debt service on the Bonds and administrative expenses of Improvement Area No. 3 of Community Facilities District No. 2005-2.

Additionally, Improvement Area No. 3 of Community Facilities District No. 2005-2 services special taxes were levied in fiscal year 2019-2020 in the amount of \$102,912 and made available to the City of Ione for authorized police and fire protection services, street maintenance, park maintenance and open space maintenance, and associated administrative expenses.

COMMUNITY FACILITIES DISTRICT No. 2005-2 (IMPROVEMENT AREA No. 3) OF THE CITY OF IONE SERIES 2006 SPECIAL TAX BONDS

SB 165 FUND SUMMARY

<i>Fund</i>	<i>Bond Proceeds (Deposited on 8/16/06) ⁽¹⁾</i>	<i>Previously Accrued</i>	<i>Previously Expended</i>	<i>Ending Balance as of 10/31/19</i>	<i>Funds Accrued (11/01/19 through 10/31/20)</i>	<i>Funds Expended (11/01/19 through 10/31/20)</i>	<i>Ending Balance as of 10/31/20</i>
Project Account	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cost of Issuance Account	\$0.00	\$875,101.83	(\$875,101.81)	\$0.02	\$0.00	\$0.00	\$0.02
Special Tax Fund ⁽²⁾	\$7,086,655.60	\$7,172,991.40	(\$14,233,729.60)	\$25,917.40	\$395,536.89	(\$401,925.00)	\$19,529.29
Reserve Account	\$0.00	\$1,054,458.48	(\$1,054,457.92)	\$0.56	\$0.00	\$0.00	\$0.56
Administrative Expense Account	\$0.00	\$712,641.29	(\$645,436.86)	\$67,204.43	\$30,463.18	(\$10,433.00)	\$87,234.61
Interest Account	\$0.00	\$6,829,102.33	(\$6,829,102.33)	\$0.00	\$254,975.00	(\$254,975.00)	\$0.00
Principal Account	\$0.00	\$2,356,175.00	(\$2,356,175.00)	\$0.00	\$120,000.00	(\$120,000.00)	\$0.00
Redemption Account	\$0.00	\$2,580,012.16	(\$2,448,511.96)	\$131,500.20	\$315,112.57	(\$445,050.00)	\$1,562.77
Rebate Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Surplus Fund	\$0.00	\$38,020.39	(\$29,982.80)	\$8,037.59	\$40.95	\$0.00	\$8,078.54
Grand Total	\$7,086,655.60	\$21,618,502.88	(\$28,472,498.28)	\$232,660.20	\$1,116,128.59	(\$1,232,383.00)	\$116,405.79

Notes:

[1] Reflects cancellation of \$1,000,000 in bonds occurring after August 8, 2006 pricing.

[2] Excludes (i) proceeds from the CFD Nos. 1989-1 & 1989-2 bond cancellation totaling \$2,653,467.48, and (ii) private placement fee of \$114,876.92 retained by placement agent.

RESOLUTION NO. 2020-41**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE
ADOPTING THE 2020 CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act (PRA) (Gov. Code, § 81000, et seq.) requires all public agencies to adopt a conflict of interest code (Code) and to review the Code every other year; and

WHEREAS, the City Council of the City of Ione last adopted a Code on December 18, 2018; and

WHEREAS, the City Council of the City of Ione has determined that no substantive revisions to the Conflict of Interest Code are required at this time; and

WHEREAS, the 2018 Conflict of Interest Code is being revised to update the current year; and

WHEREAS, the City Council of the City of Ione provided notice of this resolution to the public and all affected designated employees, and held a public meeting on the proposed Code on December 1, 2020.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Ione does hereby adopt the 2014 Code, attached hereto as Attachment A (2014 List of Designated Positions) and Attachment B (2014 Disclosure Categories) thereto.

BE IT FURTHER RESOLVED by the City Council of the City of Ione that this Resolution and the Code attached as Exhibit I shall supersede and replace Resolution No. 1884 and the accompanying Code adopted on December 4, 2012.

BE IT FURTHER RESOLVED by the City Council of the City of Ione that the Council directs that the Conflict of Interest Code shall be revised when circumstances require revision and, pursuant to Government Code section 87306.5, at a minimum shall be reviewed and updated as necessary in even-numbered years.

The foregoing resolution was duly introduced and adopted by the City Council of the City of Ione at their regular meeting held on December 1, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Diane Wratten, Mayor

Janice Traverso, City Clerk

**CITY OF IONE
2020 CONFLICT OF INTEREST CODE
ATTACHMENT A**

Section 1.0 Purpose. Pursuant to the provisions of Government Code Section 87300, the City Council of the City of Ione approves and adopts this Conflict of Interest Code. This Code is not intended to modify or abridge the provisions of the Political Reform Act of 1974 (the “Act”) (Government Code Section 81000, et seq.). The requirements of this Code are in addition to the requirements of the Act and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions contained in the Act and the Regulations of the Fair Political Practices Commission (2 Cal. Code of Regulations, (sections 18100, et seq.) are incorporated by reference to this Code.

Section 2.0 Incorporation by Reference. Title 2, section 18730 of the California Code of Regulations, and any amendments thereto duly adopted by the Fair Political Practices Commission, are fully incorporated herein by reference.

Section 3.0 Designated Positions and Employees. The positions listed in Attachment A to this Code are designated positions. Persons holding designated positions are designated employees under this Code. It has been determined that persons holding designated positions may, because of the duties and authority assigned to each designated position, be placed in the position of making one or more decisions from which they must disqualify themselves because the decision may foreseeably have a material effect on one or more of their financial interests.

Section 4.0 Disclosure Categories. Each designated position is assigned one of the disclosure categories described and set forth in Attachment B to this Code. Each designated employee shall file an annual statement disclosing that person’s interest in investments, real property, and income, designated as reportable under the disclosure category to which the person’s position is assigned.

Section 5.0 Place and Time of Filing.

- (a) **Place of Filing.** All persons required to submit a Statement of Economic Interests shall file the original with the City of Ione City Clerk.
- (b) **Retention of Statements.** The City Clerk shall retain the original Statements of Economic Interests.
- (c) **Assuming Office Statements.** All persons appointed, promoted or transferred to designated positions shall file assuming office statements within 30 days after assuming the designated position.
- (d) **Annual Statements.** Annual statements shall be filed by all designated employees no later than April 1.

- (e) **Leaving Office Statements.** All persons who leave designated positions shall file statements within 30 days after leaving office.

Section 6.0 Content and Period Covered by Statements of Economic Interests.

- (a) **Form.** Disclosure statements shall be made on forms supplied by, or meeting the requirements of, the City Clerk (Statement of Economic Interests form) and shall disclose the information identified in Title 2, section 18730 of the California Code of Regulations, that is subject to disclosure based on the employee's disclosure category.
- (b) **Contents of Initial Statements.** Initial statements shall disclose any reportable investments, interests in real property, and business positions held on the effective date of the Code and income received during the 12 months prior to the effective date of the Code.
- (c) **Contents of Assuming Office Statements.** Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office and income received during the 12 months prior to the date of assuming office.
- (d) **Contents of Annual Statements.** Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by a person's first annual statement shall begin on the effective date of the Code or the date of assuming office, whichever is later.
- (e) **Contents of Leaving Office Statements.** Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

Section 7.0 Disqualification. No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or employee or a member of his or her immediate family, or an interest identified in California Code of Regulations, title 2, section 18730.

Section 8.0 Manner of Disqualification. When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act must be accompanied by disclosure of the disqualifying interest. In the case of a voting body, this determination and disclosure shall be made part of the City's official record; in the case of an official or employee who is the head of an agency, this determination and disclosure shall be made in writing to his

or her appointing authority; and in the case of other officials or employees, this determination shall be made in writing to the designated official's or employee's supervisor.

Additionally, if an official in this Code determines not to act because of a disqualifying financial interest, this determination must be accompanied by disclosure of the financial interest, made part of the City's official record, or made in writing to the official's supervisor or to the appointing power. (2 Cal. Code Regs. 18702.1(a)(5); Bennett Advice Letter, No. A-98-239.) A Disclosure of Financial Interests form is attached hereto for your convenience.

We caution public officials, however, not to rely on the form to determine whether they have a conflict of interest, in that the laws related to conflicts of interest are comprehensive and fact intensive. Rather, this form is to be completed and filed after an independent determination that a conflict exists has been made. Once completed, these forms should be filed with the City Clerk. When a disqualification is made orally, and on the record in a public proceeding, such a disqualification should be made in the following form:

Investment, "I disqualify myself from this item because it is reasonably foreseeable that (name of business entity) in which I have an investment interest, will be materially affected by this decision."

Real Property, "I disqualify myself from this item because it is reasonably foreseeable that my real property, which is located in the City of Lone and within 500 feet of the project, will be materially affected by this decision."

Income, "I disqualify myself from this item because it is reasonably foreseeable that (name of entity or individual), which is a source of income to me, will be materially affected by this decision."

Business Position, "I disqualify myself from this item because it is reasonably foreseeable that (name of business or entity), which I am a (director, officer, partner, trustee, employee, or hold a management position, etc.), will be materially affected by this decision."

Gift, "I disqualify myself from this item because it is reasonably foreseeable that (name of entity or individual), which is the donor of a gift to me, will be materially affected by this decision."

Section 9.0 Assistance. Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission or from the City Attorney, provided that nothing in this section requires the City Attorney to issue any formal or informal opinion.

Section 10.0 Violations. This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act. In addition, a decision in relation to which a violation of the disqualification provisions of this code has occurred may be set aside as void pursuant to Government Code section 91003.

Amended: December, 2020

**CITY OF IONE
2020 CONFLICT OF INTEREST CODE
ATTACHMENT B**

2020 LIST OF DESIGNATED POSITIONS

Elected officials, members of board and commissions appointed by the City Council, consultants and City employees holding designated positions as stated below subject to reporting requirements under the Conflict of Interest Code, and shall disclose financial interests as set forth:

CITY MANAGER
CITY ATTORNEY
CITY CLERK
CITY TREASURER
POLICE CHIEF
FIRE CHIEF
ACCOUNTING TECHNICIAN
BUILDING INSPECTOR/PUBLIC WORKS PROJECT MANAGER
FIRE CAPTAIN
ASSISTANT FIRE CHIEF
POLICE SERGEANT
CHIEF WASTEWATER OPERATOR
STREET AND PARK MAINTENANCE SUPERVISOR
CITY ENGINEER
CITY PLANNER
FINANCE MANAGER

The awarding of a particular consultant contract shall require a particular consultant to file a Statement of Economic Interests if the City Manager finds that a consultant will:

- (A) Make a government decision to:
 - (1) Approve a rate, rule or regulations; or
 - (2) Adopt or enforce a law; or
 - (3) Issue, deny, suspend or revoke any permit, license, application, certificate, order or similar authorization or entitlement; or
 - (4) Authorize the City to enter into, modify or renew a contract provided it is the type of contract which requires City approval; or
 - (5) Grant City approval to a contract or to the specifications for a contract, which requires City approval and to which the City is a party; or
 - (6) Grant City approval to a plan, design, report, study or similar term; or
 - (7) Adopt or grant approval of policies, standards or guidelines for the City; or
 - (8) Serve in a staff capacity with the City and in that capacity performs the same or substantially all of the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

2020 DISCLOSURE CATEGORIES

Full Disclosure

Unless otherwise specified herein, all City officials and employees designated in Attachment A to the City of Ione Conflict of Interest Code shall disclose all business entities and non-profit organizations in which they have an investment or in which they are a director, officer, partner, trustee, employee or hold any position of management; all interests in real property; and all sources of income, including gifts, loans and travel payments.

Fire Captain

The Fire Captain shall disclose any interest in commercial, industrial, or institutional real property; in residential rental property consisting of three or more units; or any other property subject to fire inspection. In addition, designated employees assigned to this category shall disclose business entities or non-profit organizations in which they have an investment or in which they are a director, officer, partner, trustee, employee or hold any position of management; and income, including gifts, loans and travel payments; if the business entity, non-profit organization or source of income owns, manages or operates property of the type subject to fire inspection; or if the business entity, non-profit organization or source of income manufactures, distributes, sells, leases or otherwise provides goods, equipment, or services of the type utilized by the Fire Department.

Street and Park Maintenance Supervisor

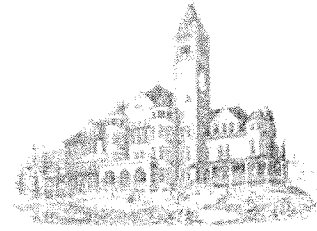
The Street and Park Maintenance Supervisor shall disclose any interest in business entities or non-profit organizations in which they have an investment or in which they are a director, officer, partner, trustee, employee, or hold any position of management; and income including gifts, loans and travel payments; if the business entity, non-profit organization or source of income is of the type which manufactures, distributes, sells, leases or otherwise provides goods or services of the type used by any division or program of the City Maintenance Department; or if the business entity, non-profit organization or source of income (1) owns, operates or manages real property, or (2) is a utility, or (3) is in the building or construction industry, including but not limited to architects, engineers, building construction contractors or subcontractors, materials suppliers, or consultants.

Accounting Technician

The Accounting Technician shall disclose any interest in business entities or non-profit organizations in which they have an investment or in which they are a director, officer, partner, trustee, employee, or hold any position of management; and income including gifts, loans and travel payments; if the business entity, non-profit organization or source of income is of the type which manufactures, distributes, sells, leases or otherwise provides goods or services of the type used by the City.



CITY OF IONE CITY COUNCIL STAFF REPORT



FOR THE MEETING OF: DECEMBER 1, 2020

DATE: NOVEMBER 25, 2020

TO: MAYOR AND COUNCILMEMBERS

FROM: JANICE TRAVERSO, CITY CLERK

**SUBJECT: AMENDMENT TO ORDINANCE NO. 523 – AMENDING THE 2007
LOCAL TRAFFIC MITIGATION FEE NEXUS STUDY TO
ORDINANCE NO. 521**

DISCUSSION:

At the recommendation of our City Attorney, Sophia Meyer, I am asking the Council to amend the previous Ordinance No. 523 for the 2007 Local Traffic Mitigation Fee Nexus Study to Ordinance No. 521. An error occurred in the assignment of the numbers and Ordinance No. 523 was used for both the 2005 Ione Development Impact Fee Update to Include Depot Park as an Eligible Project and 2007 Local Traffic Mitigation Fee Nexus Study.

TYPE OF ITEM:

☐ Consent
☒ 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: _____

Agenda Item

5

DATE: 11/17/2020

TO: Ione City Council

FROM: April Wooden, City Planner

SUBJECT: Appeal of Planning Commission determination regarding Variance 2020-001
Politi

RECOMMENDED ACTION: Staff recommends that the City Council adopt a resolution approving the 2019 General Plan Annual Progress Report ("APR") and directing staff to submit the APR to the California Department of Housing and Community Development ("HCD") and the Office of Planning and Research ("OPR").

Motion: _____ / _____

FISCAL IMPACT: There is no direct fiscal impact to the City. Failure to submit the APR as required by statute may impact the City's ability to obtain future state funding for housing activities and may result in other actions by the state that would be detrimental to the City.

ENVIRONMENTAL REVIEW: The submission of the General Plan Annual Report is not a "project" under CEQA and, therefore, no environmental review is required.

BACKGROUND: California law requires each city to adopt a comprehensive, long-term General Plan to guide the physical development of the incorporated city and land outside city boundaries that bears a relationship to its planning activities. The General Plan serves as a blueprint for future growth and development. Each city is required to include a Housing Element in the General Plan. The plan contains policies and programs designed to provide decision makers with a solid foundation for land use and development decisions. State law further requires each city to complete an annual review of the General Plan to ensure that the goals, policies, and plans of the General Plan Housing Element are being implemented and to identify action items of the General Plan toward which progress has been made over the previous year. This includes the preparation of an "APR", an Annual Progress Report detailing the status of housing development in the City and providing an update on the General Plan action items.

The City Planner was assisted by other city staff in the preparation of the 2019 GP APR, including the City Manager, City Engineer, public works, building, fire, and police. On May 12, 2020 the Planning Commission reviewed the report and adopted a resolution

recommending that the City Council accept and place on file the report and direct staff to submit the report to HCD and OPR.

ANALYSIS: The Annual Report indicates that the City is making progress on implementation of the General Plan. The City operates within significant staffing and funding constraints that affect its ability to make greater progress on action items. Staff anticipates the use of SB2 funds in the coming year, which will help to fund the update of the General Plan and Zoning Ordinance. Staff will also explore other grant funding which may be available to assist the City in achieving the action items identified in the General Plan and completing an update to the General Plan and Zoning Ordinance.

The attached 2019 APR demonstrates that the City is making progress toward achieving the General Plan action items as well as its Regional Housing Needs Assessment (RHNA) goals. Staff will ensure that the 2019 APR is submitted to both OPR and HCD.

ATTACHMENTS:

- 1) City Council Resolution No. 2020- 42
- 2) 2019 GP APR
- 3) Planning Commission Resolution No. 20- 07

RESOLUTION NO. 20-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE
REVERSING THE DECISION OF THE PLANNING COMMISSION OF THE CITY OF
IONE DENYING A VARIANCE FOR THE CONSTRUCTION OF A CARPORT
STRUCTURE AT 1718 SHAKELEY LANE**

WHEREAS, the applicants, Michael Politi and Dolores Schiller, filed an application requesting a variance of development standards for property located at 1718 Shakeley Lane to allow the construction of a carport structure; and

WHEREAS, on June 9, 2020 at a regular meeting, the Planning Commission held a public hearing at which time interested persons had an opportunity to testify regarding the proposed variance and the Planning Commission reviewed the staff report which included analysis of the purported hardship in relation to the requirements and findings which are necessary to the granting of a variance pursuant to California Government Code and the City of Ione Municipal Code; and

WHEREAS, there were four members of the Planning Commission in attendance and 2 voted to approve the variance and 2 voted to deny the variance resulting in a denial of the variance as it required a vote of 3 in favor to grant; and

WHEREAS, pursuant to the requirements of the Ione Municipal Code, the applicants filed an appeal of the Planning Commission decision to the City Council and public hearing notices were mailed to all property owners within a 300-foot radius of the project and a public hearing notice was published on Friday, November 20, 2020 not less than 10 days prior to the hearing; and

WHEREAS, pursuant to the City of Ione Municipal Code the City Council held a de novo hearing regarding the appeal of the denial.

NOW THEREFORE BE IT RESOLVED, the City Council reverses the decision of the Ione Planning Commission and makes the following findings, determinations, and recommendations with respect to the appeal of the denial of the proposed variance of development standards for the construction of a carport structure at 1718 Shakeley Lane:

FINDINGS:

1. That there are special circumstances applicable to the property, such that the strict application of this title deprives such property of privileges enjoyed by other property owners in the vicinity and under identical land use zoning district classifications because the lot in question is different in a relevant way from neighboring and similarly-situated lots.
2. That granting the variance would not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and land use zoning district in which such property is located because the lot in question is different in a relevant way from neighboring and similarly-situated lots.
3. That the granting of the variance is consistent with the objectives of the general plan and zoning code.

The foregoing Resolution of the City Council was duly introduced and adopted at a regular meeting on December 1, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Diane Wratten, Mayor

ATTEST:

Janice Traverso, City Clerk

RESOLUTION NO. 20-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE
AFFIRMING THE DECISION OF THE PLANNING COMMISSION OF THE CITY OF
IONE DENYING A VARIANCE FOR THE CONSTRUCTION OF A CARPORT
STRUCTURE AT 1718 SHAKELEY LANE**

WHEREAS, the applicants, Michael Politi and Dolores Schiller, filed an application requesting a variance of development standards for property located at 1718 Shakeley Lane to allow the construction of a carport structure; and

WHEREAS, on June 9, 2020 at a regular meeting, the Planning Commission held a public hearing at which time interested persons had an opportunity to testify regarding the proposed variance and the Planning Commission reviewed the staff report which included analysis of the purported hardship in relation to the requirements and findings which are necessary to the granting of a variance pursuant to California Government Code and the City of Ione Municipal Code; and

WHEREAS, there were four members of the Planning Commission in attendance and 2 voted to approve the variance and 2 voted to deny the variance resulting in a denial of the variance as it required a vote of 3 in favor to grant; and

WHEREAS, pursuant to the requirements of the Ione Municipal Code, the applicants filed an appeal of the Planning Commission decision to the City Council and public hearing notices were mailed to all property owners within a 300-foot radius of the project and a public hearing notice was published on Friday, November 20, 2020 not less than 10 days prior to the hearing; and

WHEREAS, pursuant to the City of Ione Municipal Code the City Council held a de novo hearing regarding the appeal of the denial.

NOW THEREFORE BE IT RESOLVED, the City Council affirms the decision of the Ione Planning Commission and makes the following findings, determinations, and recommendations with respect to the appeal of the denial of the proposed variance of development standards for the construction of a carport structure at 1718 Shakeley Lane:

FINDINGS:

1. That there are no special circumstances applicable to the property such that the strict application of this title deprives such property of privileges enjoyed by other property owners in the vicinity and under identical land use zoning district classifications because the lot in question is not different in a relevant way from neighboring lots.
2. That granting the variance would constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and land use zoning district in which such property is located because it would allow the construction of a structure that would not be consistent with the development standards imposed on other lots in the neighborhood.
3. That the granting of the variance is inconsistent with the objectives of the general plan and zoning code because it is the intent that development standards be applied consistently throughout each general plan designation and zoning district.

The foregoing Resolution of the City Council was duly introduced and adopted at a regular meeting on December 1, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Diane Wratten, Mayor

ATTEST:

Janice Traverso, City Clerk

RESOLUTION NO. PC2020-07

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IONE DENYING
A VARIANCE FOR THE CONSTRUCTION OF A CARPORT STRUCTURE**

WHEREAS, the applicants, Michael Politi and Dolores Schiller, filed an application requesting a variance of development standards for property located at 1718 Shakeley Lane to allow the construction of a carport structure; and

WHEREAS, the applicants submitted written information to establish the existence of a hardship which the applicants believed would support the granting of a variance; and

WHEREAS, the Planning Commission reviewed the staff report which included analysis of the purported hardship in relation to the requirements and findings which are necessary to the granting of a variance pursuant to California Government Code and the City of Ione Municipal Code; and

WHEREAS, the Planning Commission carefully considered the staff report, testimony, and application for the variance; and

WHEREAS, pursuant to California State Law and the City of Ione Municipal Code, public hearing notices were mailed to all property owners within a 300-foot radius of the project and a public hearing notice was published on Friday, May 29, 2020 not less than 10 days prior to the hearing; and

WHEREAS, on June 9, 2020 at a regular meeting, the Planning Commission held a public hearing at which time interested persons had an opportunity to testify regarding the proposed variance;

NOW THEREFORE BE IT RESOLVED, the Planning Commission of the City of Ione makes the following findings, determinations, and recommendations with respect to the proposed variance of development standards for the construction of a carport structure at 1718 Shakeley Lane:

FINDINGS:

1. That there are NOT special circumstances applicable to the property, including size, shape, topography, location or surroundings, such that the strict application of this title deprives such property of privileges enjoyed by other property owners in the vicinity and under identical land use zoning district classifications because the lot in question is not different in any relevant way from neighboring lots. The hardship description provided by the property owners relies on the temperature on the east side of their residence and their health issues. This hardship description fails to identify a unique or different characteristic of their property which justifies the granting of a variance.
2. That granting the variance WOULD constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and land use zoning district in which such property is located because it would allow the construction of a structure that would not be consistent with the development standards imposed on other lots in the neighborhood.
3. That the granting of the variance is INCONSISTENT with the objectives of the general plan and zoning code because it is the intent that development standards be applied consistently throughout each general plan designation and zoning district.

The foregoing Resolution of the Planning Commission of the City of Ione was duly introduced and adopted by the Planning Commission at a regular meeting on June 9, 2020 by the following vote:

Resolution No. 2020-07

Page 2

July 14, 2020

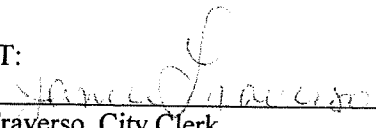
AYES: Hopkins, Gebhardt, Hoiska

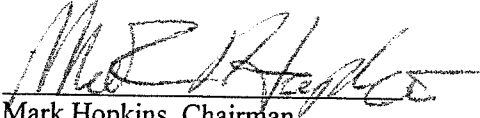
NOES: Rhoades

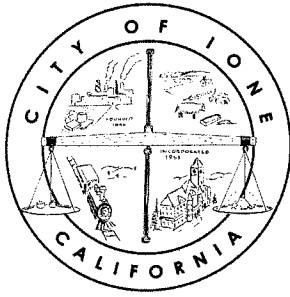
ABSTAIN: None

ABSENT: None

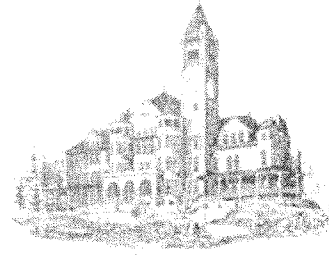
ATTEST:


Janice Traverso, City Clerk


Mark Hopkins, Chairman



CITY COUNCIL STAFF REPORT



MEETING DATE: DECEMBER 1, 2020

TO: MAYOR WRATTEN AND MEMBERS OF THE CITY COUNCIL

FROM: LORI MCGRAW - INTERIM CITY MANAGER

SUBJECT: DRAFT CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF IONE AND DENOVO PLANNING GROUP.

RECOMMENDED ACTION:

Staff is requesting Council to review and make further recommendation for changes to the Draft Consulting Services Agreement for City Planner Services between City of Ione and De Novo Planning Group. If no further changes are necessary, staff is requesting Council's approval to enter into the attached agreement with De Novo Planning Group.

DISCUSSION:

At the October 20, 2020 City Council Meeting, the Ione City Council approved awarding De Novo Planning Group an agreement for services.

Revisions to the original draft agreement were made at Council's request. An additional item was requested to be added to the scope of services following the November 17th Council Meeting:

Phone calls will be returned within 24 business hours.

That language has now been included in the attached draft agreement.

ATTACHMENTS

- Draft Consulting Agreement between the City of Ione and De Novo Planning Group.

TYPE OF ITEM:
☐ Consent
☐ Departmental
☐ Public Hearing
☒ Other _____

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: _____

**CONSULTING SERVICES AGREEMENT FOR
CITY PLANNER SERVICES
BETWEEN THE CITY OF IONE AND
DE NOVO PLANNING GROUP**

THIS AGREEMENT for consulting services is made by and between the City of Ione ("City") and De Novo Planning Group ("Consultant") as of _____.

AGREEMENT

Section 1. SERVICES Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City professional on-call planning services described in the Scope of Work attached as Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on November 30 2023, and Consultant shall provide City Planner services as described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Exhibit A shall name any specific personnel who shall be performing City Planner and Senior Planner services. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to complete Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant on a time and materials basis as set forth in Exhibit B for all services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicated services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rates for personnel performing services shall be as shown in Exhibit B. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred during the billing period. Invoices shall contain the following information:

- Serial identification of bills;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion, if applicable;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder; and
- Notice shall be provided when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds the time and cost estimate provided for any individual planning project, such as entitlement application, environmental review or advance planning project as described in Exhibit A.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above and is otherwise acceptable to the City to pay Consultant. In the event that an invoice is not acceptable to the City, said invoice shall be returned to Consultant within thirty (30) days of the City's receipt of the invoice with a detailed explanation of the deficiency. City's obligation to pay a returned invoice shall not arise earlier than thirty (30) days after resubmission of the corrected invoice.

2.3 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment. In the event that Consultant identifies additional work outside the scope of services specified in Exhibit A that may be required to complete the work required under this Agreement, Consultant shall immediately notify the City and shall provide a written not-to-exceed price for performing this additional work.

- 2.4 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on Exhibit B.
- 2.5 **Reimbursable Expense.** Reimbursable expenses are shown on Exhibit B and shall not exceed such amounts. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total not-to-exceed amount of compensation provided under this Agreement.
- 2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any other applicable federal or state taxes.
- 2.7 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date. The City shall have no obligation to compensate Consultant for work not verified by logs or timesheets.
- 2.8 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written Notice to Proceed from the City.

Section 3. FACILITIES AND EQUIPMENT Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and development project applicants and while reviewing records and other information in possession of the City. The location, quantity and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, cellular telephone, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

If the performance of the work specified in Exhibit A requires destructive testing or other work within the City's public right-of-way, Consultant, or Consultant's sub-consultant, shall obtain an encroachment permit from the City.

Section 4. INSURANCE REQUIREMENTS Before beginning any work under this Agreement, Consultant shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder

By the Consultant and its agents representative, employees, and subcontractors. Consultant shall provide proof, satisfactory to City, of such insurance that meets the requirements of this section and underforms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement and shall produce said policies to the City upon demand. The cost of such insurance shall be included in the Consultant's price. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 4.1 **Workers Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the **alternative**, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the City Attorney. The insurer, if insurance is provided, or the Consultant of a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.2 **Commercial General and Automobile Liability Insurance**

- 4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other **form with** a general aggregate limit is used either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection **against** claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement including the use of owned and non-owned automobiles.
- 4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance **Services** Office form number GL 0404 covering Broad Form Comprehensive General

Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, contractors, consultants, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, contractors, consultants, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, contractors, consultants, and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- a. An endorsement shall state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3 Professional Liability Insurance. If Consultant shall be performing licensed professional services, Consultant shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.2 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.3 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.4 The policy must contain a cross liability clause.

4.3.5 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least three years after completion of the Agreement or the work, unless waived in writing by the City.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 **Requirements for All Policies.**

4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A.

4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

4.4.3 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of the City, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, contractors, consultants, and volunteers. The City may condition approval of an increase in

deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to the City.

4.4.5 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Declare Consultant in material breach of the Agreement and terminate the Agreement.

4.6 Waiver. The Risk Manager of the City has the authority to waive or vary any provision of Sections 4.2 through 4.5. Any such waiver or variation shall not be effective unless made in writing.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant will perform its services in accordance with the standards of care and diligence normally practiced by reputable environmental engineering firms in performing similar work. Consultant shall indemnify, hold harmless, release, and defend the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or negligent omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply to the extent that such losses, liability, claims, suits, actions, damages, and causes of action are caused in part by the negligence or willful misconduct of the City. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of

consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees agents or subcontractors as well as for the payment of any penalties and interest on such contributions which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3. Otherwise, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost

and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions and to perform this Agreement. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business license from City.

- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the City or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may terminate this Agreement at any time and without cause upon written notification to Consultant.

In the event of termination, Consultant shall be entitled to compensation for services performed prior to the effective date of termination as provided in Section 2. City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the City, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for

entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors listed in the Consultant's proposal, without prior written approval of the City.

- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

8.6.1 Immediate cancellation of the Agreement and payment for services provided by Consultant prior to cancellation; and

8.6.2 Retention of the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement prior to cancellation.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City at any time upon demand of the City. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. Failure by Consultant to deliver these documents to the City within the time period specified by the City shall be a material breach of this Agreement. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are preliminary drafts not kept by the City in the ordinary course of business and will not be disclosed to third parties without prior written consent of both parties.

- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of

this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall 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.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Amador or in the United States District Court for the Northern District of California.
- 10.3 **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 shall 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.
- 10.4 **No Implied Waiver of Breach.** The waiver of performance or any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a 'conflict of interest,' as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant were an

employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, may be disqualified from holding public office in the State of California.

Consultant certifies that it has not paid any direct or contingent fee, contribution, donation or consideration of any kind to any firm, organization, or person (other than a bona fide employee of Consultant) in connection with procuring this Agreement, nor has Consultant agreed to employ or retain any firm, organization, or person in connection with the performance of this Agreement as a condition for obtaining this Agreement.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by _____ who is authorized to act for, and on behalf of, the City. All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:
Beth Thompson
De Novo Planning Group
1020 Suncoast Lane, Suite 106
El Dorado Hills, CA 95762

Any written notice to City shall be sent to:
_____, City Manager
City of Lone
1 East Main Street
Lone, CA 95640

10.11 Integration. This Agreement, including the exhibits, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.12 Exhibits. All exhibits referenced in this Agreement are incorporated by reference herein.

CITY OF IONE

CONSULTANT

Diane Wratten, Mayor

Beth Thompson, Principal

Taxpayer Identification Number

ATTEST:

Janice Traverso, City Clerk

EXHIBIT A

SCOPE OF SERVICES

De Novo Planning Group is prepared to provide all services described within the City's RFP. We understand that prior to the assignment of a specific project, the City will provide De Novo Planning Group with an introductory overview of the proposed project and a scope of services required to be provided. De Novo Planning Group will be provided with all available drawings and other technical and property information applicable to the proposed project.

De Novo Planning Group will provide the following services:

De Novo Planning Group will provide the following services:

- De Novo will update all land use applicants on a weekly basis regarding their application status from the time their application is submitted until the application has completed the land use process.
- DeNovo will return phone calls within 24 business hours.
- Provide quarterly review of projects and activities to Planning Commission at their regular March, June, September, and December meetings.
- Provide semi-annual review of projects and activities to City Council at their regular June and December meetings.
- Participate in regularly held community development meetings.
- Process entitlement requests for a wide range of projects, including but not limited to, residential (small-scale projects and subdivisions), commercial, office, and industrial development, including both new and redeveloped uses.
- Process City-initiated planning projects, including but not limited to General Plan Amendments, Zoning Code Amendments, strategic planning, and preparation of ordinances.
- Accurately analyze projects for compliance with the City's General Plan, zoning ordinance, applicable specific plans, City policies, and applicable federal and state regulations, including the Subdivision Map Act, California Environmental Quality Act, and planning and zoning law.
- Write clear and concise correspondence, staff reports, resolutions, ordinances, conditions of approval, public hearing notices, and other documents necessary to process entitlement requests, City-initiated projects, and provide information to decision-makers.
- Provide comprehensive environmental services in accordance with CEQA, including preparation of Initial Studies, CEQA-required notices, and other CEQA documents as appropriate.
- Serve as staff to the Planning Commission and attend City Council meetings, making presentations and providing information as necessary.
- Meet timelines specified by the Permit Streamlining Act in providing project review and comments. When shorter timelines are requested by the City, work proactively with the City and project proponent to meet stream-lined project schedules.
- Conduct site visits as necessary.
- Maintain a concise, comprehensive, and accurate administrative record of all assigned projects, which will remain the property of the City.

- Be available during assigned hours to answer staff questions, respond to outside agencies, and to respond to the public. As desired by the City, be available at City Hall for established City Planner public counter hours each week.
- Provide brief written weekly updates to City staff regarding the status of all applications and the status of all other assigned work. In addition, through the weekly update, De Novo Planning Group will proactively advise the City of any new or pending regulations or requirements related to development services that we believe may be of interest or concern to the City.
- Other planning services as assigned by the City.

Agenda Item

DATE: December 1, 2020

TO: Ione City Council

FROM: David A. Prentice
Sophia Meyers

SUBJECT: Appointment of Interim City Manager/Finance Director

RECOMMENDED ACTION:

- 1) Approve resolution appointing an Interim City Manager/Finance Director effective November 18, 2020.

Motion: _____ / _____

FISCAL IMPACT:

Due to combining positions, there is an annual budget savings in excess of \$48,000. See attached analysis.

BACKGROUND:

In anticipation of the City Manager, Jon Hanken, being on vacation pending his retirement at the end of December, 2020, the City Council approved the appointment of Lori McGraw as Interim City Manager/Finance Director. This appointment will be for a limited period, November 18, 2020 to April 30, 2021, to allow the City Council to evaluate the effectiveness of combining the positions of City Manager and Finance Director. The resolution, if approved, will establish the position of City Manager/Finance Director and set the annualized salary for the position at \$152,500. This salary recognizes both positions and will result in decreased budgeted costs.

Resolution No. 2020-40

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE
APPOINTING LORI MCGRAW AS INTERIM CITY MANAGER /
FINANCE MANAGER**

WHEREAS, Jon Hanken (Hanken) has been employed as City Manager of the City of Ione for nearly five years; and

WHEREAS, Hanken intends to retire at the end of December 2020; and

WHEREAS, Hanken is taking accrued vacation beginning November 19, 2020 and does not intend to return to service prior to retirement; and

WHEREAS, it is necessary to continue to provide leadership to the City of Ione; and

WHEREAS, it is the intent of the City Council to appoint Lori McGraw (McGraw) as Interim City Manager/Finance Director for an evaluation period; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions for McGraw upon appointment as Interim City Manager/Finance Director; and

WHEREAS, the City Council waives the residency requirements of Ione Municipal Code section 2.10.065; and

WHEREAS, McGraw desires to accept employment as Interim City Manager/Finance Director of the City of Ione.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Ione appoints Lori McGraw as Interim City Manager/Finance Director of the City of Ione commencing at 8:00 a.m. on November 18, 2020, and continuing for a period of evaluation ending on April 30, 2021 at 5:00 p.m.

BE IT FURTHER RESOLVED, that the City Council finds that there will be a salary savings associated with combining the two positions of City Manager and Finance Director and finds that McGraw is qualified to perform both positions. Therefore, McGraw shall be compensated at an annualized salary of One Hundred Fifty-Two Thousand, Five Hundred Dollars (\$152,500.00) during the evaluation period.

BE IT FURTHER RESOLVED, that McGraw will maintain all current benefits and leave accruals as she currently enjoys as an employee of the City of Ione.

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BE IT FURTHER RESOLVED, that the Council intends that McGraw fill all vacant positions currently budgeted in the Finance Department forthwith with new staff.

ADOPTED by the City Council of the City of Ione, County of Amador, State of California on the 1st day of December 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

CITY OF IONE

Diane Wratten, Mayor

ATTEST:

Janice Traverso, City Clerk

APPROVED AS TO FORM:

Sophia R. Meyer, City Attorney

Agenda Item

8

DATE: December 1, 2020
TO: Ione City Council
FROM: Sophia R. Meyer, City Attorney
SUBJECT: Discussion Re: City Treasurer Vacancy

RECOMMENDED ACTION:

1) Discussion, consideration, and direction to staff regarding the City of Ione, City Treasurer vacancy.

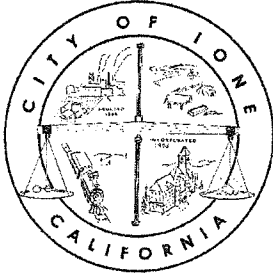
FISCAL IMPACT: Unknown.

BACKGROUND:

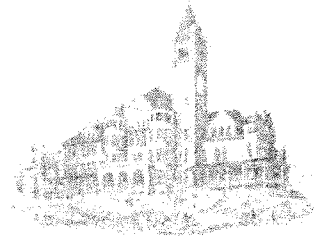
The City received notice from the Amador County Elections Clerk that there were no valid candidates elected to the City of Ione Treasurer position on the November 3, 2020, election.

The City needs to discuss filling the vacancy of the elected position as well as whether or not the City desires to change the position from an elected to an appointed position via initiative at the next general election.

This item is for discussion and introduction only, no action other than direction to staff will be taken.



CITY COUNCIL STAFF REPORT



MEETING DATE: DECEMBER 1, 2020

TO: MAYOR WRATTEN AND MEMBERS OF THE CITY COUNCIL

FROM: LORI MCGRAW - INTERIM CITY MANAGER

SUBJECT: NOTIFICATION FROM COASTLAND ENGINEERING OF THEIR INTENT TO DISCONTINUE BUILDING DEPARTMENT SERVICES EFFECTIVE WITHIN 60 DAYS.

RECOMMENDED ACTION:

DIRECTION. Staff is requesting direction from council to move forward in filling the building department services vacancy prior to the end of the year.

DISCUSSION:

The Ione City has contracted with Coastland Engineering since 2010, during that time they expanded the services being provided to the City to include Building Department Services. The primary inspector for the City, Mark Flatter informed Coastland of his intentions to retire within 60 days of the November 12, 2020 notification letter, sent to former City Manager Jon Hanken. During the 2017-2018 fiscal year it became obvious that costs for providing building services were exceeding revenues being collected by fees. Beginning in fiscal year 18-19 and through the current budget, appropriations for in-house building services or alternative lower cost contract options have been included, but never implemented. The current budget contains available allocations for wages within the Building Dept. as well as minimal available funding for contract expenses.

ATTACHMENTS

- Letter from Coastland Engineering dated November 12, 2020

TYPE OF ITEM:

____ Consent
 ____ Departmental
 ____ Public Hearing
 X ____ Other _____

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: _____



COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

November 12, 2020

Mr. Jon Hanken
City Manager
City of Lone
1 E. Main Street
Lone, CA 95640

RE: Contract Building Department Services

Dear Jon,

When we initially began providing services to the City of Lone in 2010, our contract focused on providing City Engineering services. Over the course of the years, the services we assist the City with have expanded to include Building Department services. Although we appreciate the opportunity to provide these services to the City, I know the cost of providing Building Department Services has been a topic for discussion for a number of years at the Council level, as the cost of the services exceeds the revenue received from building permits.

When we renewed our contract in 2016, providing full Building Department services was included in the contract and payment for those services was to be on a percentage of fees (80%) collected by the City through Building Department fees. This fee arrangement was predicated on the City adopting a fee schedule as we recommended in a study that we did for the City regarding updating Building Department fees just prior to negotiation of the 2016 contract. As you may remember, the City Council did not adopt the new fee schedule at that time.

In 2018, the City Council did adopt a new fee schedule, however the fees associated with building permits for residential structures was adopted at 33% less than what was recommended in the report we provided. Because of the large discrepancy in what was adopted verses what was recommended (and that our estimated 80% fee was based on what was recommended), we have been unable to entirely shift to charging a percentage of fees as opposed to on a time and materials basis. We did, however, shift all plan checking fees to a fixed fee arrangement in the beginning of 2019 in an effort to assist the City in curbing the costs for Building Department plan checking.

Starting in the summer of 2017 you informed me that the City was going to be pursuing hiring an in-house Building Official. Once that Building Official was hired, the Building Department service portion of our contract would no longer be needed. Although the City has yet to hire in-house staff to provide these services, over the last 3 years you have mentioned on a regular basis to both Mark Flatter and me that the City is still going to pursue this course of action. As you may remember, I have expressed my support in this venture, as it is in the City's best financial interest to do so and I provided my commitment in helping the City in any way we could to assist with hiring in-house staff.

In the past month, Mark Flatter has informed us that he would like to retire. As you know, Mark has been the primary person to oversee and provide the onsite Building Department services on

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11641 Blocker Drive, Ste. 170
Auburn, CA 95603
Tel: 530.888.9929

Pleasant Hill
3478 Buskirk Avenue, Ste. 1000
Pleasant Hill, CA 94523
Tel: 925.233.5333

Fairfield
324 Campus Lane, Ste. A
Fairfield, CA 94534
Tel: 707.702.1981

www.coastlandcivil.com

behalf of our company. Mark has taken great pride in what he has been able to do for the City and he is making this decision with mixed emotions. Given Mark's announcement, I felt it would be a perfect time for the City to make a concentrated effort to hire an in-house staff person.


Ideally, Mark would like to retire in the next 60 days. Accordingly, I wanted to provide you with this notice as soon as possible that we would like to discontinue providing Building Department services. Just to note, I wanted to provide this letter regarding termination of the Building Department services, as I wanted to ensure that we adhered to Section 7.1 of the existing contract. I also wanted to give the City sufficient time to conduct a search for a Building Official/Building Inspector.

Ideally, we would like to make the switch from Coastland providing these services to the City taking over these services with in-house staff within this timeframe. If the City is not able to find and hire someone within this timeframe and it extends beyond 60 days, we can discuss how we could continue services on a limited basis for a defined timeframe, but please note that it is our desire to have these services switch over to in-house staff at the City as soon as possible. We feel this is in the best financial interest of the City.

Once the City hires in-house staff, please note that we are happy to provide supplemental plan check services or, if the in-house staff person is sick or has vacation, we would be happy to help with providing temporary inspection services. Again, it is our interest to ensure that we help the City, while making sure that the Building Department stays fiscally sound.

We have greatly appreciated the opportunities that the City has provided us in relation to these services and we look forward to continuing providing City Engineering services per our contract. Please let me know if you have questions or need to discuss this further.

Regards,


John Wanger
CEO

CC Dane Schilling
Mark Flatter
Sal Lucido





10
"Preserving Our Past, Enriching Our Present, Building Our Future"

33 Broadway, Jackson, CA 95642-2301

(209) 223-1646 / Fax (209) 223-3141

November 18, 2020

City of Ione
1 East Main Street
Ione, CA 95640

Reference: Safe Parking Locations

Mayor Diane Wratten and City Manager Jon Hanken:

For a variety of reasons, the City of Jackson has been shouldering the brunt of homeless impacts in Amador County. Jackson has a population of 4,600 and a \$4 million general fund budget. Due to limited resources and complexity of the matter, we can't address the homeless issues alone. On the contrary, we believe the homelessness is a regional matter that requires collaboration among all local agencies to tackle.

At a recent discussion, it was brought up that Jackson could consider to designate a public parking area as a "safe parking" location for unhoused individuals to stay especially at night. While we are evaluating this option, the collaboration of other agencies will be the key to its implementation. Hence, we ask you the following:

Should Jackson proceed with a safe parking program, would your agency be able to designate an area within your jurisdiction for the same purpose?

Please email your response to me at ykimball@ci.jackson.ca.us or call me at 209-223-1646 x 101. If you have other suggestions or questions, please feel free to contact me as well. Thank you for your consideration.

Sincerely,

Yvonne Kimball
City Manager

cc: Bob Stimpson, Mayor

NOV 23 2020