

AMENDED

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: 1-786-535-3211

Access Code: 641-268-349

YOU MAY ALSO PARTICIPATE IN THE MEETING USING THIS LINK:

<https://global.gotomeeting.com/install/641268349>

Tuesday, November 17, 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: None

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

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

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

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. Combined Cash Investment Reports (Previously referred to as "Treasurer's Report")
2. Waive the Second Reading by Substitution of Title Only and Adopt Ordinance No. 523 Amending the 2007 City of Ione Local Traffic Mitigation Fee Nexus Plan and Capital Improvement Plan (CIP) Study to Include the Bridge on Golf Links Drive as an Eligible Project
3. Waive the Second Reading by Substitution of Title Only and Adopt Ordinance No. 524 Approving the Third Amendment Development Agreement for Castle Oaks Golf and Country Club (Village 4 through 10) with Fairway Land Investors, LLC; Nueve Verde Properties, LLC and Spyglass View Village, LLC

H. PUBLIC HEARING: None

I. REGULAR AGENDA:

4. Draft Consulting Services Agreement for City Planner Services between City of Ione and De Novo Planning Group
5. Agreement between Amador County and the City of Ione Regarding Reimbursement of Eligible Expenses for a Back-Up Generator for E. B. Hall

6. Agreement between Amador County and the City of Ione Regarding Reimbursement for Eligible Fire Department Expenses Related to COVID-19
 7. Draft Letter to Amador County Board of Supervisors Related to Receiving an Update on the Mule Creek State Prison Sewage and Storm Water Discussion
 8. Award of Castle Oaks Landscape Maintenance Contract to EcoUrban Landscapes
 9. Discussion of Sidewalk to Howard Park through the Ione Elementary School Property
 10. Appointments to Creek Committee (1) and Planning Commission (2) by Mayor Diane Wratten and Confirmed by City Council
 11. Discussion and Approval of Appointment of Interim City Manager
- J. CITY MANAGER REPORTS
- K. CITY COUNCIL COMMITTEE REPORTS
- L. CITY COUNCIL COMMENTS/FUTURE AGENDA ITEMS
- M. CLOSED SESSION:
- Pursuant to California Government Code 54957; Evaluation-Finance Manager
- N. ADJOURNMENT

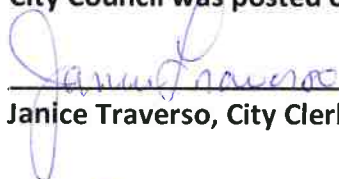
NOTICE REGARDING CHALLENGES TO DECISIONS

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, November 17, 2020 meeting of the Ione City Council was posted on November 13, 2020.



Janice Traverso, City Clerk, City of Ione

ITEM #1

COMBINED CASH INVESTMENT

REPORTS WILL BE

AVAILABLE ON

MONDAY, NOVEMBER 16, 2020

Agenda Item

2

DATE: November 4, 2020
TO: Lone City Council
FROM: Jon G. Hanken, City Manager

SUBJECT: Ordinance No. 523: An Ordinance of the City Council of the City of Lone Amending the 2007 City of Lone Local Traffic Mitigation Fee Nexus Plan and Capital Improvement Plan (CIP) Study to Include the Bridge on Golf Links Drive as an Eligible Project.

RECOMMENDED ACTION: Council is being asked to adopt Ordinance No. 523: An Ordinance of the City Council of the City of Lone Amending the 2007 City of Lone Local Traffic Mitigation Fee Nexus Plan and Capital Improvement Plan (CIP) Study to Include the Bridge on Golf Links Drive as an Eligible Project.

This is the Second Reading of the Ordinance.

Motion: _____/_____.

FISCAL IMPACT: There is no additional fiscal impact to the City. The proposed ordinance amends the 2007 City of Lone Local Traffic Mitigation Fee Nexus Plan and Capital Improvement Plan (CIP) Study by removing projects that should be regional projects and/or are not necessary at this time and replacing them with another local project.

BACKGROUND: Staff has reviewed the project list to be funded by the Lone Local Transportation Mitigation Fees and is recommending that the following projects be removed:

Bridge at Sutter Creek and SR 104	\$500,000
Howard Park and SR 124 (Left turn lanes)	\$350,000
Five Mile Dr. and SR 104	\$ 68,900
Waterman Rd and SR 104	\$ 68,900
Waterman Rd and SR 124	\$ 68,900
Craig and SR 104	<u>\$ 68,900</u>
TOTAL	\$1,125,600

The Bridge at Sutter Creek and SR 104 is under the jurisdiction and control of the California Department of Transportation, not the City of Ione. The 2007 Nexus study list the project cost associated with this bridge as 100% funded from new growth in the City. Since the City does not own or maintain the bridge, Local Transportation Mitigation Fees cannot be used for this project. This project should be a Caltrans transportation project or, as an alternative, it should be included as a project in the Amador County Transportation Commission's project list and be funded with Regional Transportation Impact Fee revenues.

Left turn lanes on SR 124 at Howard Park is another project that is listed as being funded 100% by Local Transportation Mitigation Fees. However, this project should also be added to the regional project list since the park is used by horse riders, little league and soccer players coming from outside the City of Ione. Howard Park is classified as a Regional Park. Therefore, improvements to Howard Park's access should be paid for on a regional basis and not just by new development from the City of Ione.

The City is anticipating that Five Mile Drive to SR 104 will be part of the Western Ione Bypass. As a result, the improvement to Five Mile Drive and SR 104 should be included as part of the Western Ione Bypass Project and should be funded when that project moves forward.

The intersection of Waterman Rd and SR 104, as well as SR 124, does not have a traffic demand on them. The Local Transportation Mitigation Nexus Study was written approximately 4 years before the Preston School closed. The schools closure reduced traffic on Waterman Rd. The state of California has not moved to surplus the property. Improvements related to turn lanes for Waterman Rd. on SR 104 and SR 124 aren't anticipated to be needed in the near future.

The intersection of Craig St. and SR 104 serves a subdivision that was constructed before the 2007 Nexus Study. Improvements related to turn lanes on SR 104 for Craig St. aren't anticipated to be needed in the near future.

Staff is recommending adding the Golf Links Drive project to the Local Transportation Mitigation Nexus Capital Improvement List. As Council will recall, this project was identified as a project to be funded with Regional Transportation Impact Fees in the 2016. However, since the focus of the Western Ione Bypass no longer includes Golf Links Drive, the project is more suitable to be funded under Local Transportation Mitigation Fees.

Attachments: Ordinance No. 523: An Ordinance of the City Council of the City of Ione Amending the 2007 City of Ione Local Traffic Mitigation Fee Nexus Plan and Capital Improvement Plan (CIP) Study to Include the Bridge on Golf Links Drive as an Eligible Project.

Resolution No. 1627: A Resolution of the City Council of the City of Ione Approving the 2005/06 Annual Report and Adopting an Increase to the Local Road Traffic Mitigation Fees Pursuant to Government Code 66000. Augusts 21, 2007.

ORDINANCE NO. 523

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IONE AMENDING THE 2007 CITY OF IONE LOCAL TRAFFIC MITIGATION FEE NEXUS PLAN AND CIP STUDY TO INCLUDE THE BRIDGE ON GOLF LINKS DRIVE AS AN ELIGIBLE PROJECT

WHEREAS, the City of Ione adopted the City of Ione Local Traffic Mitigation Fee Nexus Plan and CIP Study in 2007; and

WHEREAS, the 2007 City of Ione Local Traffic Mitigation Fee Nexus Plan and CIP Study identified growth related improvements; and

WHEREAS, 2007 City of Ione Local Traffic Mitigation Fee Nexus Plan and CIP Study identified projects that are not under the jurisdiction of the City or would be better classified as regional transportation projects; and

WHEREAS, Nexus Studies and their associated Capital Improvement Projects can be amended from time to time; and

WHEREAS, an ordinance has been brought before Council to amend the 2007 City of Ione Local Traffic Mitigation Fee Nexus Plan and CIP Study by removing certain projects and replacing them with a new bridge on Golf Links Drive.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF IONE DOES HEREBY ORDAINS AS FOLLOWS:

The 2007 City of Ione Local Traffic Mitigation Fee Nexus Plan and CIP Study is hereby amended to remove the following projects from the 2007 City of Ione Local Traffic Mitigation Fee Nexus Plan:

Bridge at Sutter Creek and SR 104	\$500,000
Waterman Rd and SR 104	\$ 68,900
Craig and SR 104	\$ 68,900
Five Mile Dr. and SR 104	\$ 68,900
Waterman Rd and SR 124	\$ 68,900
Howard Park and SR 124 (Left turn lanes)	<u>\$350,000</u>
TOTAL	\$1,125,600

The 2007 City of Ione Local Traffic Mitigation Fee Nexus Plan and CIP Study is hereby amended to include the construction of a bridge on Golf Links Drive in the amount of \$1,125,600.

The foregoing ordinance was duly introduced at the City Council meeting held on the 3rd day of November, 2020 and adopted by the City Council at their regular meeting held on November 17, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Diane Wratten, Mayor

Attest:

Janice Traverso, City Clerk

Resolution No. 1627

**A Resolution of the City Council of the City of Ione Approving the 2005/06 Annual Report and
Adopting an Increase to Local Road Traffic Mitigation Fees
Pursuant to Government Code Section 66000**

WHEREAS, pursuant to their authority under Government Code Section 66000 *et. seq.*, the City Council ("City") have previously adopted and imposed a LOCAL traffic mitigation fee on residential, commercial, and industrial development to mitigate the impact of new development on the LOCAL road system of the City of Ione; and

WHEREAS, said previously adopted LOCAL road traffic mitigation fees were adopted on June 18, 2002 by Resolution 1341, said LOCAL fee being \$827 per single family dwelling unit equivalent; and

WHEREAS, said previously adopted LOCAL fee was based on a Capital Improvement Plan labeled "Table 1, Rev. 03-20-02" and "Table 2, Rev. 03-20-02", which was attached to and incorporated within the resolution; and

WHEREAS, a new "nexus plan" with a new Capital Improvement Program supporting new and increased LOCAL road traffic mitigation fees has been delivered with the intent that it will replace the previous plan, program, and fee schedule adopted by Resolution 1341; and

WHEREAS, the new City LOCAL road traffic mitigation fee is to be increased from the previous \$827 per single family dwelling unit equivalent to \$3,074 per single family dwelling unit equivalent or \$370.40 per trip end consistent with the Ione Local Traffic Mitigation Fee Nexus Plan ("nexus plan") a copy of which is attached hereto and incorporated by; and

WHEREAS, the imposition of LOCAL and regional traffic mitigation fees by resolution is necessary to implement Chapter 3.18 of Title III of the Ione Municipal Code; and

WHEREAS, City LOCAL traffic mitigation fees are kept in a separate account, not co-mingled with regional traffic mitigation fees or other City funds; and

WHEREAS, City LOCAL road traffic mitigation fees collected previously pursuant to previous Resolution No. 1341 are made subject to the Ione Local Mitigation Fee Annual Report Fiscal Year 2005-06 ("Annual Report"), a copy of which is attached hereto and incorporated herein.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Ione as follows:

SECTION 1 - The Council of the City of Ione has reviewed the information provided in the attached nexus plan and Annual Report and finds it to be true and correct.

SECTION 2 - The City, based on the information contained in the nexus plan and the Annual Report, does hereby approve the City LOCAL road traffic mitigation fee increase from \$827 single family dwelling unit equivalent to \$307.40 per trip end based on the following findings:

SECTION 2.1 - That the Annual Report described the types of fees contained in the City LOCAL traffic mitigation fee account including the amount of fees, the beginning and ending balance of the account, as well as the amount of fees collected and the interest earned thereon.

SECTION 2.2 - That the Annual Report identifies each public improvement on which City LOCAL traffic mitigation fees were expended, the amount of the expenditures on each improvement, including the amounts funded by the LOCAL traffic mitigation fees compared to the amounts funded by other sources.

SECTION 2.3 - That the Annual Report indicates there were no inter-fund transfers or loans made from the City LOCAL traffic mitigation fee account.

SECTION 2.4 - That the Annual Report indicates that sufficient funds have not been collected to complete all of the public improvements identified in the previously adopted Capital Improvement Plan (CIP).

SECTION 2.5 - That the Annual Report indicates that there were no refunds made of City LOCAL traffic mitigation fees.

SECTION 2.6 - That the nexus plan provides a new CIP for which previous and new, increased City LOCAL traffic mitigation fees are needed.

SECTION 2.7 - That the nexus plan documents that the purpose of the traffic mitigation fee imposed on new residential, commercial, and industrial development within the City of Ione is to fund improvements to the City LOCAL roadway system impacted by new development.

SECTION 2.8 - That the nexus plan shows that that there is a proportional and reasonable relationship between the LOCAL traffic mitigation fee imposed on new development and the need for additional improvements to the LOCAL roadway system because new development will generate additional use of this system, and that the traffic mitigation fees imposed do not exceed the cost of providing such additional improvements.

SECTION 2.9 - That there is a further proportional and reasonable relationship between the unexpended traffic mitigation fees contained in the previously adopted Capital Improvement Plan and the need for additional improvements to the City LOCAL roadway system because the LOCAL traffic mitigation fees from new developments and commitments from other agencies will not fully cover the cost of providing such additional improvements for these new developments.

SECTION 2.10 - That a portion of the City LOCAL road traffic mitigation fee account that remains unexpended will be used for the development and delivery cost associated with building the new City LOCAL road improvements in order to increase capacity to accommodate the traffic generated by new development.

SECTION 2.11 - That the funding anticipated to complete the financing of the incomplete projects will be obtained from the LOCAL traffic mitigation fee and funds projected to be available from other sources.

SECTION 2.12 - That the dates upon which the projects employing the unexpended funds of the City LOCAL road traffic mitigation fee account will commence are not presently known.

SECTION 3 - The City has made the nexus plan, its integrated Capital Improvement Program and fee schedule, as well as the Annual Report available for public review at least 15 days prior to the City Council hearing for consideration of this matter.

SECTION 4 - The City mailed notice of the time and place of the Council hearing in which the fee increase, the nexus plan, and the Annual Report would be considered as well as the location where all related documents could be reviewed at least 15 days before the hearing to each individual who had filed a written request for such notice.

SECTION 5 - The City published in a local newspaper of countywide circulation a notice of the time and place of the City Council hearing in which the fee increase, nexus plan, and Annual Report would be considered as well as the location where related documents could be reviewed two times, five days apart, at least ten days prior to the hearing.

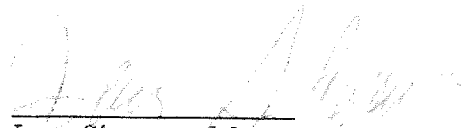
The foregoing resolution was duly passed and adopted by the City Council of the City of Ione at a regular meeting held on the 21st day of August 2007, by the following vote:

AYES: Barnhart, Bonham, Ard, Ulm, Sherman

NOES: None

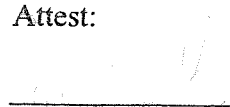
ABSTAIN: None

ABSENT: None



Jerry Sherman, Mayor

Attest:



Janice Traverso, City Clerk



August 15, 2007

TO: Kim Kerr, Ione City Manager

FROM: Charles Field, Executive Director

SUBJECT: City of Ione Traffic Mitigation Fee Nexus Plan and CIP

Here is the amended nexus plan and CIP. I'm also returning copies of the resolution, the Annual Report for 2005/06, and the CEQA Notice of Exemption form. The resolution is designed to approve the Annual Report and adopt the new increased fees. The Notice of Exemption needs to be filed with the County Clerk after this action takes place. Would you like me to be at the City Council meeting when this is reconsidered? Is it August 21, 2007?

Enclosure

City of Ione Traffic Mitigation Fee Nexus Plan

State law requires that a plan be prepared describing the nexus or connection between a traffic mitigation fee that is charged upon new development and the purposes for which the fees will be used. State law requires that the plan cover the following five general subjects:

1. Identify the purpose of the fee
2. Identify the improvements that the fee is to fund
3. Determine how there is a reasonable relationship between the fee's use and the type of development project upon which the fee is imposed
4. Determine how there is a reasonable relationship between the need for the road improvement and the type of development project on which the fee is imposed
5. Determine how there is reasonable relationship between the amount of the fee and the cost of the road improvement or the portion thereof that is attributable to the development project upon which the fee is imposed.

1. Purpose of the Fee

The purpose of the City of Ione Traffic Mitigation Fee is to offset the direct, indirect, and cumulative impacts of new development projects upon City of Ione's road system. The current City of Ione Traffic Mitigation fee is inadequate to meet the financial costs of the future demand for roadway infrastructure. Exhibit 1-1 shows the required improvement costs, the funding anticipated to be available from other sources, and the funding to be raised by the current fee program. This exhibit shows that the resulting shortfall is \$2,455,225.

Exhibit 1-1 – Improvement Costs versus Existing Mitigation Fee Revenues

	Improvement Costs to Accommodate Future Traffic Levels	Funding from Other Sources ¹	Total Funding to be Raised by Current Traffic Mitigation Fees ²	Unfunded Improvement Costs
City of Ione	\$3,569,194	\$0	\$1,113,969	\$2,455,225
¹ None				
² \$0 balance collected to date + 1,347 DUEs x \$827 per DUE (current City of Ione fee)				

2. Improvements to be Funded by the Fee

The City of Ione Traffic Mitigation Fee shall be used to fund the capital improvements listed in Exhibit 2-1. The type of improvements to be funded by the fees to be collected under this program can include transportation improvements such as new roadway lanes (on new alignments or added to existing alignments), traffic signals, bridges, intersection improvements to add lanes or improve geometry, and operational and safety improvements that will be needed to accommodate future travel demand and safety needs created by new City of Ione development.

It is City of Ione's goal to maintain a level of service (LOS) of "C" or better for average daily conditions on all State highways and local streets. City of Ione recognizes, however, that LOS C may not be achievable on certain sections of the State highway through City of Ione because the State highways are largely outside of City of Ione's control and because of lack of funding, and/or environmental constraints. The improvements identified for this fee program are, nonetheless, needed to better accommodate future traffic levels.

3. Reasonable Relationship Between Fee's Use and Development Projects

The County's regional transportation model, which includes the City of Ione development, was used to establish the connection between the traffic to be generated by new development and the improvements to be funded by the traffic mitigation fee program. The expected new development between the years 2000 and 2025 was added to the model. The model's land uses included the separate general land use types of single-family and multi-family dwelling units, central business district commercial floor space, shopping center floor space, general commercial floor space, office floor space, light industrial floor space, institutional floor space, and park acreage.

Separate traffic generation rates appropriate for each general land use type were used in the model to forecast the traffic generation to be added by the new development. Therefore, the traffic volume growth determined by the regional transportation model directly accounts for and reflects the relative traffic generation levels associated with each individual land use category. These same traffic volume projections were used to determine the improvements needed to accommodate the growth traffic in accordance with the City of Ione levels of service goals. Therefore, the improvements for which the traffic mitigation fees are to be collected are directly connected with and reflect the relative traffic generation levels associated with each individual land use category.

**Exhibit 2-1 – City of Ione Local Road System
Projects to be Funded by Traffic Mitigation Fees**

Project ID	Project Description	Total Cost ¹
State Route 104 Cross Streets & Locations		
222	Foothill Blvd (north) & SR104	\$ 68,900
223	E. Washington /S. Arroyo Seco & SR104	\$ 82,730
224	E. Marlette/S. Ione & SR104	\$ 82,730
206	E. Market & SR104	\$ 82,730
205	E. Jackson & SR 104	\$ 82,730
225	E. Main/Ione & SR104	\$ 82,730
226	S. Church & SR104	\$ 82,730
201	S. Buena Vista & SR104	\$ 68,900
227	W. Main/Preston & SR104	\$ 68,900
228	Bridge at Sutter Creek & SR104	\$ 500,000
229	Shakeley/SR124 & SR104	\$ 82,730
231	Waterman & SR104	\$ 68,900
232	Craig & SR104	\$ 68,900
233	Sutter Ln/Oak Ridge Rd & SR104	\$ 82,730
235	Five Mile Dr & SR104	\$ 68,900
State Route 124 Cross Streets		
236	Brickyard Rd & SR124	\$ 68,900
218	Howard Park (North & South) & SR124 - left-turn lanes	\$ 350,000
237	W. Washington & SR124	\$ 68,900
204	Market & SR124	\$ 82,730
203	Jackson & SR124	\$ 82,730
239	Waterman Rd & SR124	\$ 68,900
Other Locations		
202	Ione St (SR 104) at Ione Elementary School *	\$ 75,000
207	Shakeley Lane impls & widening - Fairway to Preston	\$ 125,000
209	New street & ROW acquisition from Ione to Church	\$ 150,000
210	Sacramento Street impls - West Marlette to School	\$ 75,000
211	Jackson Street impls - Church to Sacramento	\$ 75,000
213	West Marlette Street - Widening, impls, and ROW acquisition	\$ 636,455
217	Sacramento Street impls - Preston to Jackson	\$ 100,000
Total		\$ 3,533,855

¹ Source: Roark Weber (Weber, Ghio & Associates, Inc.) – See Appendix A.

The relative traffic generation levels of the various City of Ione land use categories are illustrated in Exhibit 3-1. This exhibit uses the concept of dwelling unit equivalents or DUEs to show the relative traffic generation potential of the respective land use types. The DUE for a land use represents the ratio of the daily trip generation of the land use being considered and that of single-family dwellings. Since a single-family home generates 10 vehicle trips per day, 10 daily vehicle trips generated by any other land use will be the equivalent of the single-family dwelling traffic generation.

**Exhibit 3-1 – Relative Traffic Generation Levels by Land Use Type
Dwelling Unit Equivalency Calculations**

City of Ione Traffic Mitigation Fee Program Dwelling Unit Equivalency Calculations				
Land Use Type	Units	DUE ¹ per Unit	Growth Amounts ²	DUEs
SF	DUs	1.00	1,042	1,042
MF	DUs	0.71	0	0
CBD Commercial	1,000 SF	1.89	0	0
Shopping Center	1,000 SF	3.46	27	93
General Commercial	1,000 SF	2.84	28	80
Office	1,000 SF	1.42	32	45
Light Industrial	1,000 SF	0.58	40	23
Institutional	1,000 SF	1.39	30	42
Park	acres	1.67	13	22
Total DUEs:				1,347
¹ Dwelling Unit Equivalents, reflecting net trip generation after adjustments (passby, internal capture, land use type overlap, etc.), based on regional traffic model				
² Source: Projected growth from 2000-2025 based on the Amador County Regional Transportation Plan 2004 Update				

A more detailed relationship between the amount of traffic to be generated by specific land uses and the amount of the traffic mitigation fee to be collected is provided in the Traffic Mitigation Fee Schedule presented in Exhibit 5-3.

New Development Growth Traffic & Roadway Improvement Locations

The improvements included in the City of Ione Traffic Mitigation Fee program are for the most part located on the City of Ione arterial and collector roadways (including State highways and city streets). These are the roadways that are expected to serve and provide local and regional access for the majority of the traffic to be generated by new development. Those few improvements that are not located directly on the primary roadway system are located near such roadways and provide alternate, reliever routes to those facilities. City of Ione's relatively small size and the relatively few arterial and collector roadways, make it

likely that most of the traffic to be generated by new development will use the roadways that make up the primary arterial and collector roadway system.

Commute traffic generated by residential development and non-residential development will be directly served by this roadway system due to the relatively longer trip lengths associated with commute trips. The patronage traffic to be generated by non-residential development will also be served by this same roadway system. The larger the non-residential development, the more the local (and regional) system will be used by its traffic, since larger developments have characteristically larger market areas.

To illustrate the connection between the improvements to be funded by the traffic mitigation fee and the traffic due to growth, three graphic figures have been prepared. The first figure, Exhibit 3-2, shows the City of Lone growth traffic plotted as a bandwidth on the City of Lone and local roadways network of the traffic model. The growth traffic shown only includes City of Lone generated traffic growth. The larger the growth volume, the wider the bandwidth of the line. This figure shows where on the local roadway network traffic from growth will increase traffic volumes.

The other figures, Exhibit 3-3a & 3-3b, show superimposed on the growth traffic volumes the locations of the improvement projects that are included in the City of Lone traffic mitigation fee program. These figures show that the improvements for which the traffic mitigation fee is being collected are directly located on roadway segments that will be impacted by the traffic from new development or are located near such roadways and provide alternate, reliever routes to those facilities.

Exhibit 3-2 – Growth Traffic (2000 – 2025)

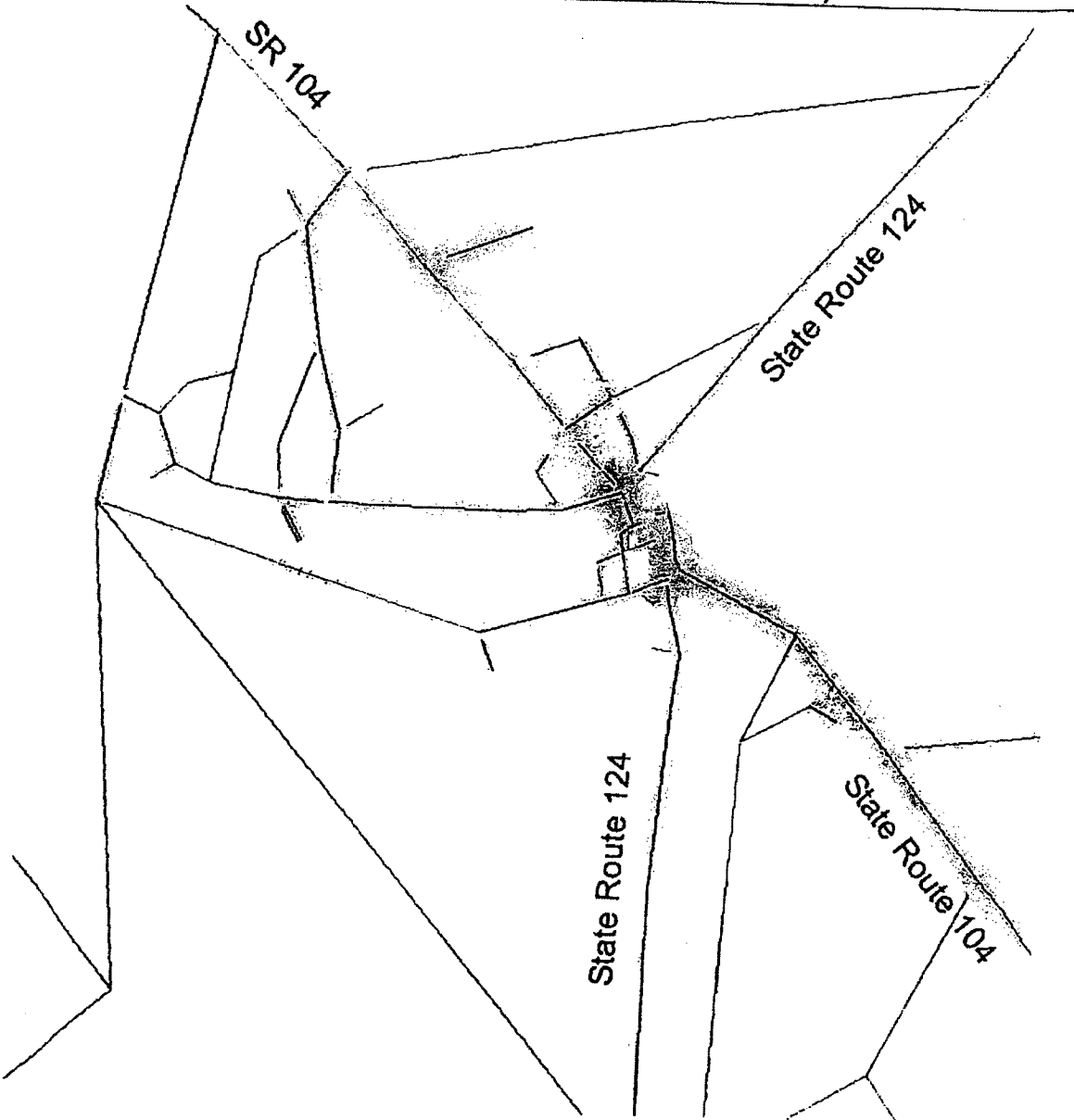


Exhibit 3-3a – Improvement Locations

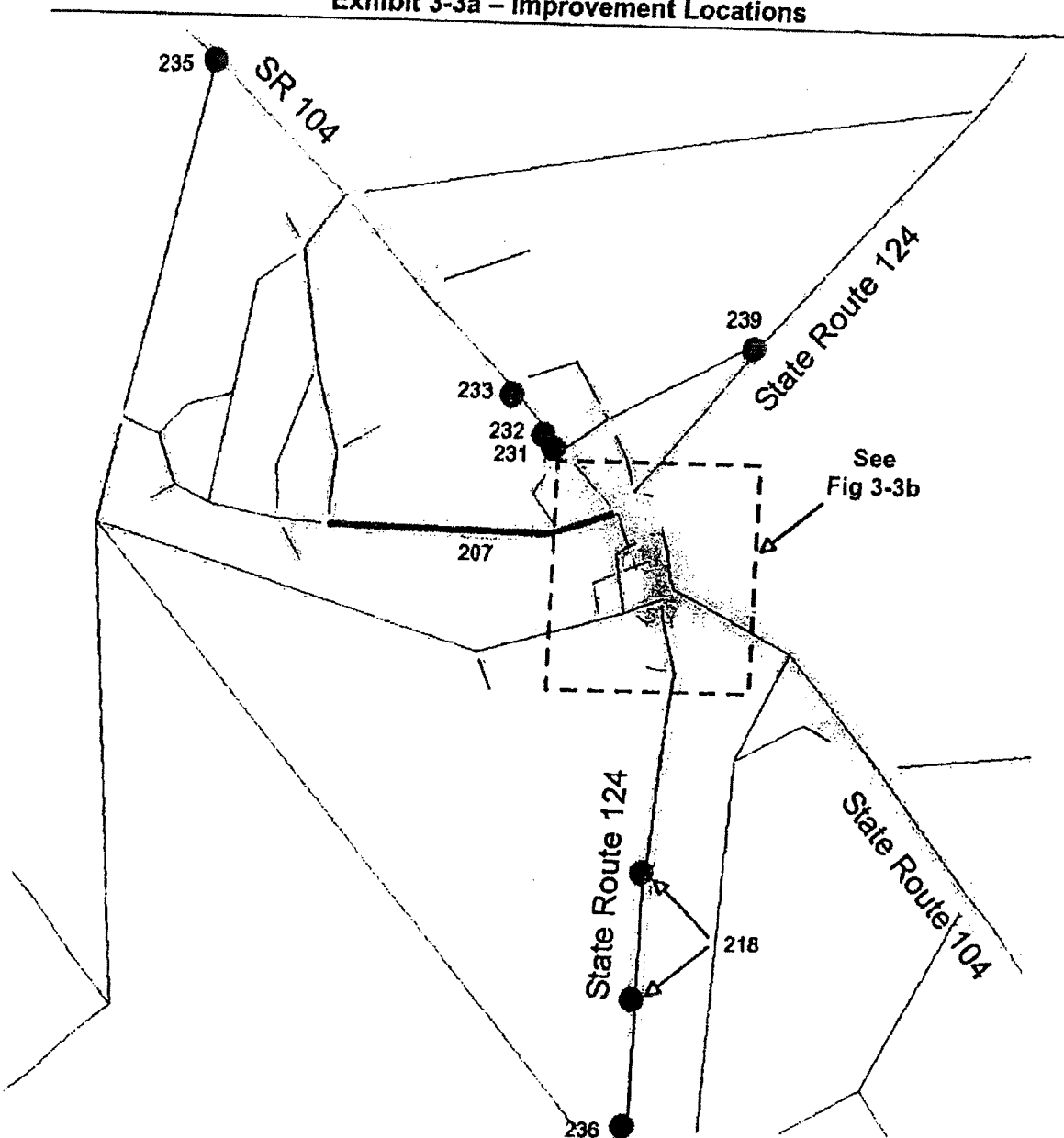
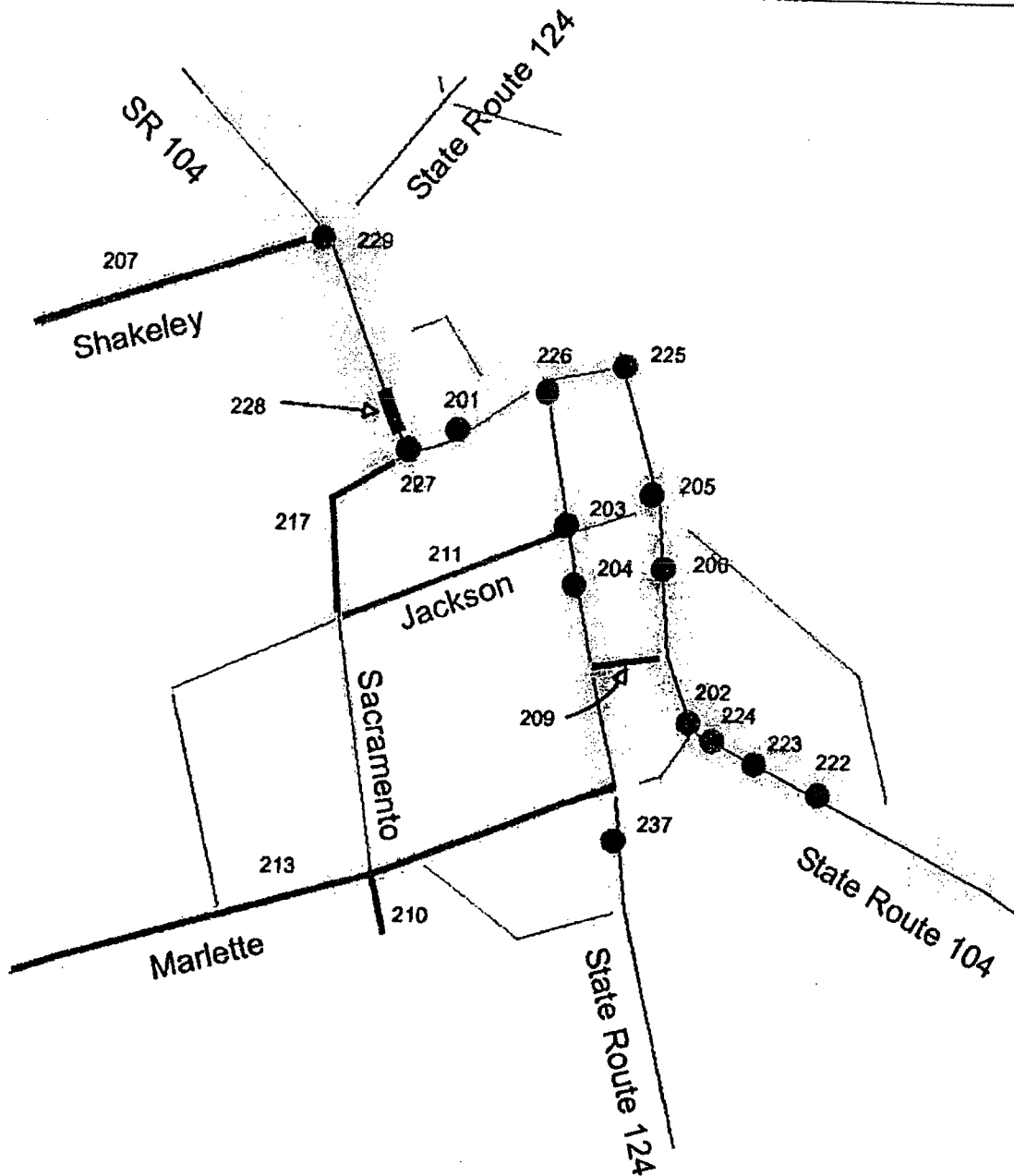


Exhibit 3-3b – Improvement Locations



4. Relationship Between Need for Road Improvements and Development Projects

City of Lone has identified those roadway improvements that are needed to meet its level of service goals and provide adequately for public safety on the local roadway network at the projected 2025 traffic volume levels. The improvements have been designed as much as possible to include improvements that do not go beyond those needs; however, the quantum nature of transportation improvements (e.g., adding a lane or installing a traffic signal) may in some cases improve the projected levels of service to better than the level of service goals. In such cases, this is unavoidable and necessary, since a fraction of a traffic lane or part of a traffic signal cannot be safely or feasibly implemented.

The improvements have been identified where the traffic from new development would create the need for improvement to existing facilities. Where the City of Lone level of service goals or public safety are adequately served by the existing roadway facilities even with the additional growth traffic, no improvements are identified or included in the traffic mitigation fee program.

The need for the improvements was determined by identifying intersections and roadway segments that are expected to need improvement in order to accommodate the projected future traffic volumes and maintain the City of Lone level of service goals. The analysis was done by the City Engineer and involved several growth induced assumptions to insure the level of service at each intersection along State Routes 104 and 124 will remain at LOS C or better.

The traffic growth that necessitates improvements to the existing facilities has been estimated as described in Section 3 in a manner that directly links the traffic growth levels to the amount and nature of the expected new development. Therefore, the need for the improvements for which the traffic mitigation fees are to be collected is directly connected with and reflects the relative traffic generation levels associated with the expected new development.

5. Relationship Between Amount of Fee, Cost of Road Improvements, and Development Projects

New Development's Share of Roadway Improvement Cost

The improvements to be funded by new development were determined as described above in Section 4, including a determination of the percentage of those costs that should be borne by new development. Exhibit 5-1a presents the results of this analysis and shows that the new development share of the needed improvement costs totals \$3,569,194.

Exhibit 5-1b shows the total new development dwelling unit equivalents or DUEs and the resulting cost per DUE. The DUE total is calculated as shown above in Exhibit 3-1, where each of several land use categories used in the traffic model are given a DUE value corresponding to their respective trip generation rates relative to the single family dwelling trip rate. The DUE for a land use represents the ratio of the daily trip generation of the land

use being considered and that of single-family dwellings. These DUEs are multiplied by the total growth amounts of the respective land uses between the years 2000 and 2025. The results are summed and the overall DUE total is 1,347. A development agreement with JTS Communities locked in the previous local traffic mitigation fees in the amount of \$827 per single family dwelling unit for the first seven years, assumed to be 250 units. Therefore, the remaining DUE total is 1,097.

The growth share of the improvement costs per DUE is \$3,065, including the program administration fee and allowance for the current uncommitted traffic mitigation fee fund balance. This cost per DUE (adjusted as described below) is used in preparing the Traffic Mitigation Fee Schedule, presented later in Exhibit 5-3.

Exhibit 5-2 shows how the funds will be generated from application of the local traffic mitigation fee to new development and the total funds available for projects when program administration costs and the current uncommitted traffic mitigation fee fund balance are included.

Traffic Mitigation Fee Calculation

Exhibit 5-3 shows the fees to be applied to each land use category, expressed in terms of fee amount per dwelling unit, per 1,000 square feet of floor area, or per another variable as appropriate for the specific land uses involved. The fee per single-family detached dwelling unit is set to the cost per dwelling unit equivalent calculated above (\$3,065). The dwelling unit equivalent (DUE) is a concept used to normalize, or index, the fees charged to the various land use categories to the fees charged to single family dwelling units. The DUE for a land use represents the ratio of the daily trip generation of the land use being considered and that of single-family dwellings. Since a single-family home generates 10 trips per day, 10 daily trips generated by any other land use will be the equivalent of the single-family dwelling trip generation. With an improvement cost of \$3,065 per growth DUE, the cost per trip works out to be \$306.50, which is used in Exhibit 5-3 to calculate the rates shown in this traffic mitigation fee schedule.

The trip generation rates shown in Exhibit 5-3 are derived from trip generation rates published by the Institute of Transportation Engineers (ITE) in their *Trip Generation* publication. A trip is defined as a one-way vehicle movement that begins or ends within the land use's development site. These trip generation rates are used in this fee program because they are nationally recognized as appropriate for estimating traffic generation, they are recognized by Caltrans statewide and recommended for use in their traffic impact analysis guidelines, and they are accepted in Amador County by Caltrans and the local agencies (Amador County and the five cities in the county) for use in traffic impact analyses of new development. These trip generation rates provide a fairly accurate and detailed set of data, which allows indexing the fees charged to the various land uses to the fees charged to single-family residences.

For the non-residential land uses, the ITE trip rates have been reduced to account for pass-by trips, diverted trips, and on-site internal capture trips. Pass-by trips are trips that would frequent new development, but are already in the traffic stream that passes the new development site prior to its development. Diverted trips are trips that already exist on parallel roadways in the network, but which would be diverted to the site of new development due to various factors such as market forces or more convenient location of services. Internal capture adjustments reflect the fact that on sites with multiple uses, such as shopping centers and mixed-use developments, some trips would occur entirely on-the site without using the surrounding roadway system. These on-site capture trips are the result of multi-destination trip-making at multi-use sites and the adjustment is needed to reflect this phenomenon in the ITE trip rates, which are derived from studies of stand-alone land uses.

The overall effects of these adjustments are that commercial trip generation rates were reduced by 30-40 percent, trip generation for employment intensive uses (e.g., office and industrial) was reduced by 5-10 percent, and trip rates for institutional uses were reduced by 25-30 percent. Trip rates for residential uses and recreational uses were not reduced at all. These adjustments are derived from information published by ITE in *Trip Generation Guidelines* regarding the level of pass-by trips, diverted trips, and on-site capture trips for the various land use types.

4

Exhibit 5-1a – New Development's Share of Improvement Costs

IONE Local Roads Traffic Mitigation Fee Program Cost Attributable to New Development				
Project ID	Project Description	Total Cost ¹	% Growth	Cost
State Route 104 Cross Streets & Locations				
222	Foothill Blvd (north) & SR104	\$ 68,900	100.0%	\$ 68,900
223	E. Washington /S. Arroyo Seco & SR104	\$ 82,730	100.0%	\$ 82,730
224	E. Marlette/S. Ione & SR104	\$ 82,730	100.0%	\$ 82,730
206	E. Market & SR104	\$ 82,730	100.0%	\$ 82,730
205	E. Jackson & SR 104	\$ 82,730	100.0%	\$ 82,730
225	E. Main/Ione & SR104	\$ 82,730	100.0%	\$ 82,730
226	S. Church & SR104	\$ 82,730	100.0%	\$ 82,730
201	S. Buena Vista & SR104	\$ 82,730	100.0%	\$ 82,730
227	W. Main/Preston & SR104	\$ 68,900	100.0%	\$ 68,900
228	Bridge at Sutter Creek & SR104	\$ 68,900	100.0%	\$ 68,900
229	Shakeley/SR124 & SR104	\$ 500,000	100.0%	\$ 500,000
231	Waterman & SR104	\$ 82,730	100.0%	\$ 82,730
232	Craig & SR104	\$ 68,900	100.0%	\$ 68,900
233	Sutter Ln/Oak Ridge Rd & SR104	\$ 68,900	100.0%	\$ 68,900
235	Five Mile Dr & SR104	\$ 82,730	100.0%	\$ 82,730
		\$ 68,900	100.0%	\$ 68,900
State Route 124 Cross Streets				
236	Brickyard Rd & SR124			
218	Howard Park (North & South) & SR124 - left-turn lanes	\$ 68,900	100.0%	\$ 68,900
237	W. Washington & SR124	\$ 350,000	100.0%	\$ 350,000
204	Market & SR124	\$ 68,900	100.0%	\$ 68,900
203	Jackson & SR124	\$ 82,730	100.0%	\$ 82,730
239	Waterman Rd & SR124	\$ 82,730	100.0%	\$ 82,730
		\$ 68,900	100.0%	\$ 68,900
Other Locations				
202	Ione St (SR 104) at Ione Elementary School *			
207	Shakeley Lane Imps & widening - Fairway to Preston	\$ 75,000	100.0%	\$ 75,000
209	New street & ROW acquisition from Ione to Church	\$ 125,000	100.0%	\$ 125,000
210	Sacramento Street Imps - West Marlette to School	\$ 150,000	100.0%	\$ 150,000
211	Jackson Street Imps - Church to Sacramento	\$ 75,000	100.0%	\$ 75,000
213	West Marlette Street - Widening, Imps, and ROW acquisition	\$ 75,000	100.0%	\$ 75,000
217	Sacramento Street Imps - Preston to Jackson	\$ 636,455	100.0%	\$ 636,455
		\$ 100,000	100.0%	\$ 100,000
	Total	\$ 3,533,855	100.0%	\$ 3,533,855
	Current Uncommitted Fund Balance			\$ -
	Remaining Cost to be Collected by Fee Program			\$ 3,533,855
	Administration Fee @ 1%			\$ 35,339
	Total Cost to be Collected by Fee Program			\$ 3,569,194

¹ Source: Roark Weber (Weber, Ghio & Associates, Inc.)

Exhibit 5-1a – Fee Calculation

Total Cost to be Collected by Fee Program	\$ 3,569,194
To be collected per JTS development agreement* 250 units x \$827	\$ 206,750
Remainder to be collected	\$ 3,362,444
Remaining DUEs (1,347 - 250)	1,097
Cost per remaining DUEs	\$ 3,065
* A development agreement with JTS Communities locked in the previous local traffic mitigation fees in the amount of \$827 per unit for the first seven years, assumed to be 250 units.	

Exhibit 5-2

City of Ione Funds Expected to be Generated by Local Traffic Mitigation Fees Based on a Local Traffic Mitigation Fee of \$3,074 per DUE

2000-2025

LAND USE	Number of Units	Fee Per Unit	Total Fees
Single family units	792	\$3,065	\$2,427,480
250 SF units per JTS development agreement*	250	\$827	\$206,750
Multi-family units	0	\$2,176	\$ 0
CBD Commercial (1,000 sq. ft.)	0	\$5,793	\$ 0
Shopping Center (1,000 sq. ft.)	27	\$10,605	\$286,335
General Commercial (1,000 sq. ft.)	28	\$8,705	\$243,740
General Office (1,000 sq. ft.)	32	\$4,352	\$139,264
Light Industrial (1,000 sq. ft.)	40	\$1,778	\$71,120
Institutional (1,000 sq. ft.)	30	\$4,260	\$127,800
Park (acres)	13	\$5,119	\$66,547
		Subtotal	\$3,569,036
Less one percent Administration Fee			\$35,337
Net Fee Income for projects			\$3,533,699
Beginning balance of local fees collected to date			\$0
TOTAL available for projects			\$3,533,699

* A development agreement with JTS Communities locked in the previous local traffic mitigation fees in the amount of \$827 per single family dwelling unit for the first seven years, assumed to be 250 units.

Exhibit 5-3

City of Ione, Local Traffic Mitigation Fee Schedule

Residential Category	Development Project Type	Trip Rate ¹	Fee Amount \$306.50 per trip end
Residential	Single Family Detached	10.0/D.U. ²	\$3,065/D.U.
	Multi-Family Attached Apartments, duplexes or condominiums are charged per dwelling unit without regard to square footage or number of bedrooms.	7.1/D.U.	\$2,176/D.U.
	Mobile Home Park or Subdivision An area or tract of land where more than two spaces are rented or individually owned to accommodate mobile homes.	4.22/D.U.	\$1,293/D.U.
	Retirement Community Five or more residential units, restricted to those 55 or over and designed for the elderly.		
	Congregate Care Facility Congregate care facilities typically consist of one or more multi-unit buildings designed for elderly living; they may also contain common dining rooms, medical facilities and recreational facilities.	2.15/D.U.	\$ 659/D.U.
Non-Residential Category	Development Project Type	Adjusted Trip Rate ¹	Fee Amount \$306.50 per trip end
Retail Commercial	High Volume Retail: Drug Store Department Store Grocery Store Discount Store Mini Mart Automobile Sales Liquor Store Supermarket Laundromat Auto Parts Clothing/Apparel Store Delicatessen Bank Health Fitness Center Pharmacy Hardware Store Record/Video Rental & Sales Specialty Retail Center Small shopping centers that contain a variety of retail shops including apparel; hard goods; and services such as real estate offices, dance studios, florists, and small restaurants Shopping Center May contain Supermarkets, Drug Stores, Banks, Movie Theater and miscellaneous small retail shops.	20/1,000 S.F. ³	\$6,130/1,000 S.F.
	Medium Volume Retail: Bakery Automobile Repair Child Care Club Store Dry Cleaner Shoe Store Gift Shop Lumber/Building Supplies Sporting Goods Store Nursery Jewelry Store Stationary Store Photo Store Print Shop (retail) Toy Store Electronics Store Book Store Factory Outlet Center Tire Store Health Food Store	13/1,000 S.F.	\$3,985/1,000 S.F.
	Low Volume Retail: Antique Store Boat/Equipment Repair Shop Appliance Store Furniture Store Gallery Museum Kennel Boat/RV/Mobile Home Sales Clock Store Shop (TV, Radio, Vacuum, etc.) Wine or beer tasting rooms or product retail sales in conjunction with a winery or brewery	1.5/1,000 S.F.	\$ 460/1,000 S.F.
	General Office	11/1,000 S.F.	\$3,372/1,000 S.F.

Non-Residential Category	City of Ione, Local Traffic Mitigation Fee Schedule, May 2005 Development Project Type	Adjusted Trip Rate ¹	Fee Amount \$306.50 per trip end
Food Services	Stand Alone Restaurant w/ drive through.	161/1,000 S.F.	\$49,347/1,000 S.F.
	Quality Sit-down Restaurant	23/1,000 S.F.	\$7,050/1,000 S.F.
	Drinking Establishment (Bar)	32/Fueling Space ⁴	\$9,808/Fueling Space
Specialty Commercial	Gas Station with or without convenience store	21/Stall	\$6,437/Stall
	Car Wash	5.2/Unit ³	\$1,594/Unit
	Quick Lube	11.8/Bed	\$3,617/Bed
Medical	Hotel/Motel/Resort/Bed and Breakfast	2.6/bed	\$ 797/Bed
	Hospital	30/1,000 S.F.	\$9,195/1,000 S.F.
	Nursing Home / Convalescent Home	6/1,000 S.F.	\$1,839/1,000 S.F.
	Medical Office or Medical or Health Clinic providing diagnostic or treatment services	1.5/1,000 S.F.	\$ 460/1,000 S.F.
Industrial	Light, including: Airport/Airstrip Livestock Feedlot/Auction Yard Material Testing Laboratory	Meat Packing Facility Printing Plant Electronics Plant	
	Heavy, including: Auto Wrecking and Junk Yard Foundry and Smelter Lumber Mill	Mining Operation Refining Plant	
	Manufacturing/Assembly/Agricultural Processing Manufacturing or assembly facilities where the primary activity is the conversion of raw materials, products or parts into finished commodities for sale or distribution, including a winery or brewery.	3/1,000 S.F.	\$ 920/1,000 S.F.
	Elementary School	10/1,000 S.F.	\$3,065/1,000 S.F.
	Middle School	13/1,000 S.F.	\$3,985/1,000 S.F.
Institutional	Church or other place of worship		
	High School		
Public Utilities	Utilities (Publicly or privately owned)	6/1,000 S.F.	\$1,839/1,000 S.F.
	Production, generation, storage, transmission and treatment facilities, mechanical or industrial space, parts and equipment storage, repair areas, and office space in the same project and related to or used for these utility uses.		
Warehousing/Storage	Warehouse	5/1,000 S.F.	\$1,533/1,000 S.F.
	Facilities primarily devoted to the storage of materials, including wholesale distribution facilities.	2/1,000 S.F.	\$ 613/1,000 S.F.
	Mini-storage Facilities Buildings housing separate storage units or vaults used for storage.		
Other	Golf Course	21/Hole	\$6,437/Hole
	Theater (Movie)	6.4/1,000 S.F.	\$1,962/1,000 S.F.
	Theater (Live)	1.5/1,000 S.F.	\$ 460/1,000 S.F.
	Recreational	3.1/Parking Space	\$ 950/ Parking Space
	Visitor Center		

Notes:

¹ The vehicle trip rates are for calculation of fees only. The non-residential trip rates have been adjusted to consider pass-by trips, diverted trips, and on-site capture trips.

² Dwelling Unit

³ Square Feet of the gross floor area, measured to the nearest square foot; applicable to structures only.

⁴ The number of fueling spaces is determined by the maximum number of vehicles capable of being fueled simultaneously.

⁵ Sleeping unit, dwelling unit, rental unit, or other component by which the development is marketed.

APPENDIX A



City of Ione

November 14, 2006

Amador County Transportation Commission
11400 American Legion Drive, Suite A
Jackson, CA 95642

RE Ione Local Traffic Mitigation Fee Study (Intersection Improvements)

Enclosed are revisions to Exhibit 2-1, City of Ione Local Road System Projects to be Funded by Traffic Mitigation Fees. This analysis involved several growth induced assumptions to insure the level of service (LOS) at each intersection at State Routes 104 and 124 will remain an LOS of C or better. The assumptions used are listed below:

1. Improvements extend for 50 feet from the cross street right-of-way.
2. There will be stop signs at each cross street.
3. Each intersection will have street name signs.
4. There will be ADA ramps at each corner.
5. There is an average of one roadway sign per intersection.
6. There will be two drain inlets at each intersection.
7. On average, 15 feet of 18" storm drain pipe will connect to each drain inlet at the state highway.
8. Striping of city street can provide for a right turn lane.

The revisions are all required to accommodate growth generated traffic. Our revised cost estimate is \$4,099,471 or \$3,043 per D.U.E.

Should you have any questions, please call Vanessa Apodaca or I at (209)754-1824.


Roark Weber, City Engineer

Enclosures

Cc George Lambert, City Administrator
Don Myxhall, Public Works Director
#1280/nbm
LetterToHollmd.doc

#1 Main Street • P.O. Box 398 • Ione, California 95640-0398 • 209.274.2412 • Fax 209.274.2830

Improvement Cost Estimates

City of Lone Fee Study

State Highway Cross Streets

State Route 104

Project ID	Cross Street	Type Of Intersection	Cost
XXX	Foothill Blvd.	3 way	\$68,901
XXX	Foothill Blvd.	3 way	\$68,901
XXX	East Washington Street/South Arroyo Seco Street	4 way	\$82,730
XXX	East Mariette Street/South Lone Street	4 way	\$82,730
206	East Market Street	4 way	\$82,730
205	East Jackson Street	4 way	\$82,730
XXX	East Main Street/Lone Street	4 way	\$82,730
XXX	South Church Street*	4 way	\$82,730
201	S. Buena Vista Street*	3 way	\$68,901
XXX	W. Main Street/Preston Ave*	3 way	\$68,901
XXX	Bridge at Sutter Creek*	-	\$500,000
XXX	Shakeley/HWY 124*	4 way	\$82,730
XXX	Wilda Court	3 way	\$68,901
XXX	Waterman Road	3 way	\$68,901
XXX	Craig Street	3 way	\$68,901
XXX	Sutter Lane/Oak Ridge Road	4 way	\$82,730
XXX	Collins Road	3 way	\$68,901
XXX	Five Mile Drive	3 way	\$68,901

* Intersection in common with HWY 124

State Route 124

Project ID	Cross Street	Type Of Intersection	Cost
XXX	Brickyard Road (Amador County)	3 way	\$68,901
XXX	West Washington Street	3 way	\$68,901
204	Market Street (E&W)	4 way	\$82,730
203	Jackson Street (E&W)	4 way	\$82,730
XXX	Raymond Drive	3 way	\$68,901
XXX	Waterman Road	3 way	\$68,901

Other Projects

Project ID	Project Description	Cost
202	Lone Street (SR 104) at Lone Elementary School	\$75,000
207	Shakeley Lane Improvements & widening - Fairway Dr. to Preston	\$125,000
209	New Street & ROW acquisition from Lone Street to Church Street	\$150,000
210	Sacramento Street Improvements - West Mariette to School	\$75,000
211	Jackson Street Improvements - Church to Sacramento	\$75,000
213	West Mariette Street - widening, improvements, and ROW acquisition	\$636,455
217	Sacramento Street Improvements - Preston to Jackson	\$100,000
218	SR 124 at Howard Park - left-turn lanes	\$350,000
XXX	Five Mile Drive widening and ROW acquisition (3000 LF)	\$290,000

lane 3-way Intersection

Cost per Intersection					
Category	Description	Quantity	Unit Price	Amount (\$)	Total (\$)
Street Work	3" A.C. Paving w/ A.B.	7726 SF	\$ 2.75	21,247	57,701
	Curb & Gutter	340 LF	\$ 30.00	10,200	
	ADA Curb Ramp	2 EA	\$ 3500.00	7,000	
	4' Sidewalk w/ 6" A.B.	1032 SF	\$ 15.00	15,480	
	Striping	507 LF	\$ 3.50	1,775	
	Arrows	2 EA	\$ 200.00	400	
	Stop Bar Striping	1 EA	\$ 700.00	700	
	Roadway Signs	1 EA	\$ 350.00	350	
	Stop Signs	1 EA	\$ 200.00	200	
	Street Name Signs	1 EA	\$ 350.00	350	
Storm Drain System	Storm Drain Inlet	2 EA	\$ 2500.00	5,000	6,200
	Storm Drain Pipe 18"	30 LF	\$ 40.00	1,200	
Permits	Cal Trans Permits	1 LS	\$ 5000.00	5,000	5,000
					\$68,901

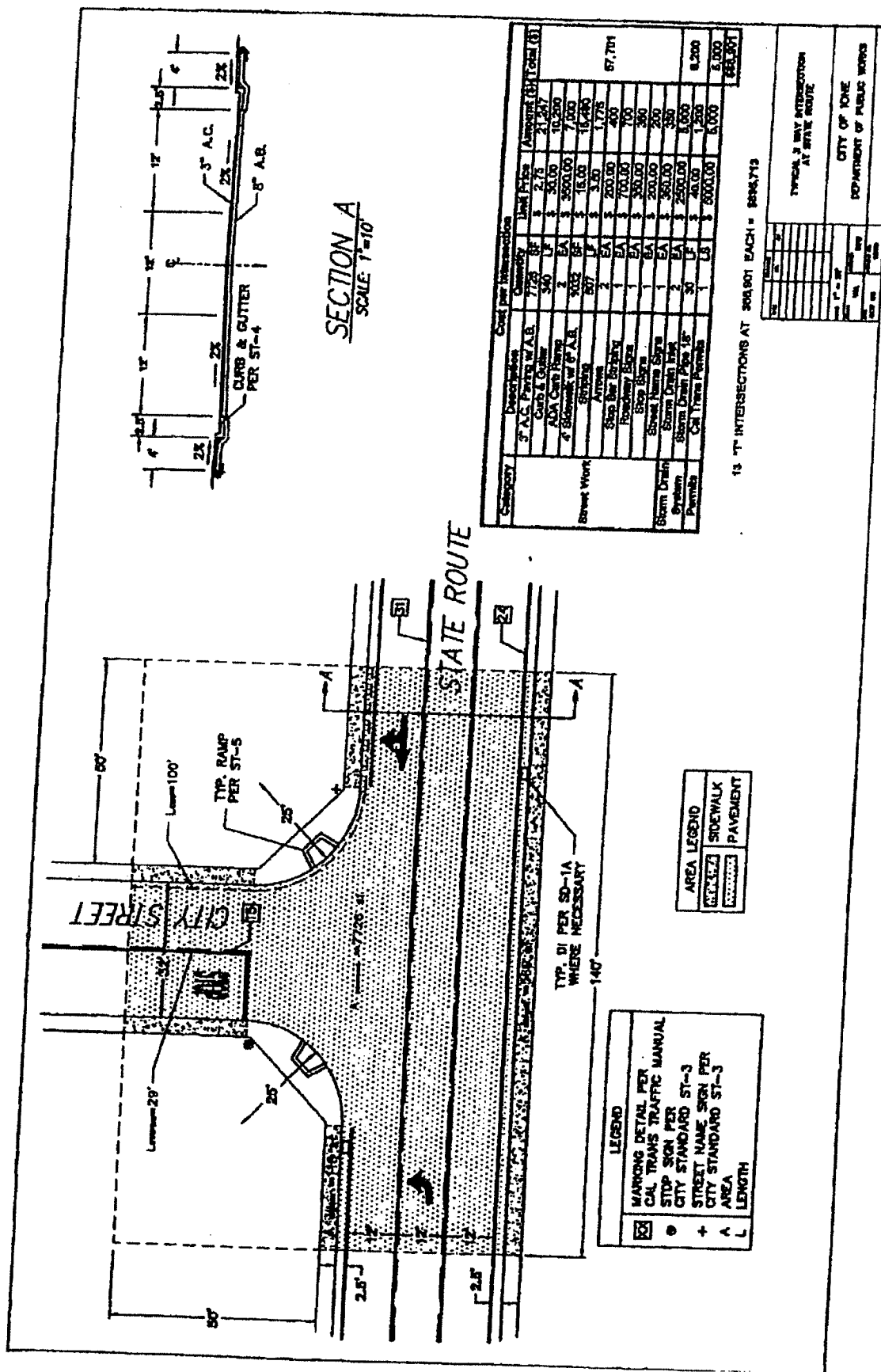
13 "T" INTERSECTIONS AT \$68,901 EACH = \$895,713

lane 4-way Intersection

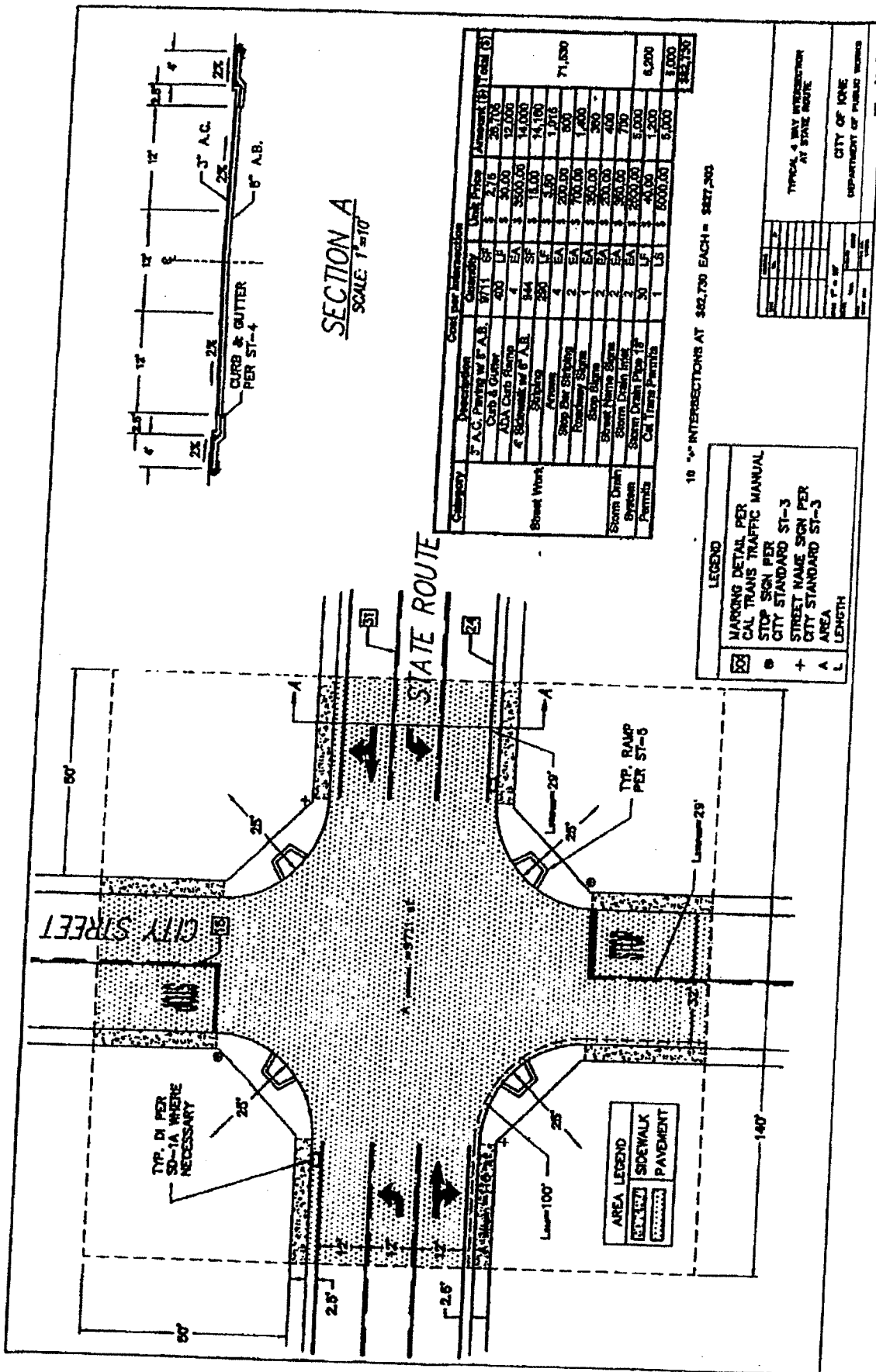
Cost per Intersection					
Category	Description	Quantity	Unit Price	Amount (\$)	Total (\$)
Street Work	3" A.C. Paving w/ 8" A.B.	9711 SF	\$ 2.75	26,705	71,530
	Curb & Gutter	400 LF	\$ 30.00	12,000	
	ADA Curb Ramp	4 EA	\$ 3500.00	14,000	
	4' Sidewalk w/ 6" A.B.	944 SF	\$ 15.00	14,160	
	Striping	280 LF	\$ 3.50	1,015	
	Arrows	4 EA	\$ 200.00	800	
	Stop Bar Striping	2 EA	\$ 700.00	1,400	
	Roadway Signs	1 EA	\$ 350.00	350	
	Stop Signs	2 EA	\$ 200.00	400	
	Street Name Signs	2 EA	\$ 350.00	700	
Storm Drain System	Storm Drain Inlet	2 EA	\$ 2500.00	5,000	6,200
	Storm Drain Pipe 18"	30 LF	\$ 40.00	1,200	
Permits	Cal Trans Permits	1 LS	\$ 5000.00	5,000	5,000
					\$82,730

10 "+" INTERSECTIONS AT \$82,730 EACH = \$827,303

****This data is shown on the attached drawings**



August 14, 2007



August 14, 2007

Notice of Exemption

Form D

To: Office of Planning and Research
P.O. Box 3044, Room 212
Sacramento, CA 95812-3044

From: (Public Agency) City of Ione
P.O. Box 398
Ione, CA 95640
(Address)

County Clerk
County of Amador
810 Court Street
Jackson, CA 95642

Project Title: Ione Local Traffic Mitigation Fee Increase

Project Location - Specific: N/A

Project Location - City: Ione

Project Location - County: Amador

Description of Nature, Purpose, and Beneficiaries of Project:

Increase local traffic mitigation fee amount

Name of Public Agency Approving Project: City Council of Ione

Name of Person or Agency Carrying Out Project: City of Ione

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number:
- ☒ Statutory Exemptions. State code number: Section 15061(b)(3)

Reasons why project is exempt: Adoption of fee increase will not cause a significant effect on the environment

Lead Agency

Contact Person: Charles F. Field, ACTC Executive Director

Area Code/Telephone/Extension: 209-267-2282

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

Signature: _____ Date: _____ Title: Mayor, City of Ione

☐ Signed by Lead Agency Date received for filing at OPR: _____

☐ Signed by Applicant



City of Ione
P.O. Box 398
1 E. Main Street
Ione, CA 95640



PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Ione will conduct a public hearing to give the public an opportunity to comment on the following item:

Amending the 2007 Ione Local Transportation Nexus Study.

The City Council will review this item on Tuesday, November 3, 2020 at 6:00 P.M. at City Council Chambers, 1 East Main Street, Ione, California. Additional information on this item is available for public review during regular business hours, Monday through Friday, 8:00 a.m. to 4:30 p.m. at City Hall.

Interested persons should attend the City Council Meeting on November 3, 2020 in order to make your comments known. If you are unable to attend the public hearing, you may direct written comments to Janice Traverso, City Clerk, City of Ione, P.O. Box 398, Ione, CA 95640 or jtraverso@ione-ca.com or you may call 209-274-2412, ext. 102 between the hours of 8:00 a.m. and 4:30 p.m. weekdays.

Dated: October 23, 2020

Janice Traverso
City Clerk

Agenda Item

#3

DATE: November 4, 2020

TO: Lone City Council

FROM: Jon G. Hanken, City Manager

SUBJECT: Ordinance No. 524: An Ordinance of the City Council of the City of Lone Adopting the Third Amendment of Development Agreement for Castle Oaks Golf and Country Club (Villages 4 through 10) with Fairway Land Investors, LLC; Nueve Verde Properties, LLC; and Spyglass View Village, LLC.

RECOMMENDED ACTION: Council is being asked to approve Ordinance 524: An Ordinance of the City Council of the City of Lone Adopting the Third Amendment of Development Agreement for Castle Oaks Golf and Country Club (Villages 4 through 10) with Fairway Land Investors, LLC; Nueve Verde Properties, LLC; and Spyglass View Village, LLC.

This is the Second Reading of the Ordinance.

Motion: _____/_____.

FISCAL IMPACT: The project is projected to be less than \$1.2 million.

BACKGROUND: A representative from Castle Oaks Golf and Country Club (Villages 4 through 10) with Fairway Land Investors, LLC; Nueve Verde Properties, LLC; and Spyglass View Village, LLC. City Council approved this as a resolution at their October 6th Council meeting.

The public hearing on this ordinance has been advertised. The background information is the same the information provided during the October 6th Council meeting.

In 2016, the Castle Oaks Partnership purchased the Castle Oaks development from JTS Communities, Inc. and requested a second amendment to the Development Agreement for Castle Oaks Golf and Country Club at that time. The original JTS Development Agreement which was approved August 2, 2005.

One of the changes that Castle Oaks Partnership requested was to use Regional Transportation Impact Fees to pay for costs incurred by the developer for the design and construction of bridge in Segment B of the Western Lone Roadway Improvement Strategy. Segment B (Golf Links Drive) was one of 16 potential bypass routes identified in the Dokken Engineering Western Lone Roadway Improvement Strategy study

conducted in 2008. Council approved Castle Oaks Partnership's second amendment request in 2016.

Issues with that provision of the second amendment began to appear when more discussions of the Western Lone Roadway Improvement Strategy plan took place and Golf Links Drive and the Bridge may not part of the bypass. This caused threats of potential litigation. Council met multiple times in closed session to discuss the issue.

The attached Third Amendment to the Development Agreement is the result of negotiations with Fairway Land Investors, LLC; Nueve Verde Properties, LLC; and Spyglass View Village, LLC and the City.

The main change in Third Amendment to the Development Agreement is the bridge project will become eligible for funding with Local Traffic Impact Fee Funds, instead of Regional Traffic Impact Fee Funding. The developer will be required to go out to bid within six months of the signing of the agreement.

ATTACHMENTS:

Ordinance 524: An Ordinance of the City Council of the City of Lone Adopting the Third Amendment of Development Agreement for Castle Oaks Golf and Country Club (Villages 4 through 10) with Fairway Land Investors, LLC; Nueve Verde Properties, LLC; and Spyglass View Village, LLC.

Draft Third Amendment of Development Agreement for Castle Oaks Golf and Country Club (Villages 4 through 10) with Fairway Land Investors, LLC; Nueve Verde Properties, LLC; and Spyglass View Village, LLC.

Second Amendment of the Development Agreement For Castle Oaks Golf and Country Club (Villages 4 through 10)

ORDINANCE 524

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IONE ADOPTING THE THIRD AMENDMENT OF DEVELOPMENT AGREEMENT FOR CASTLE OAKS GOLF AND COUNTRY CLUB (VILLAGES 4 THROUGH 10) WITH FAIRWAY LAND INVESTORS, LLC; NUEVE VERDE PROPERTIES, LLC; AND SPYGLASS VIEW VILLAGE, LLC.

WHEREAS, the City of Ione approved a Development Agreement for the Castle Oaks Golf and Country Club with JTS Communities, Inc. on August 2, 2005; and,

WHEREAS, the City of Ione approved the First Amendment to the Castle Oaks Golf and Country Club Development Agreement with JTS Communities, Inc. on June 17, 2008; and,

WHEREAS, the City of Ione approved the Second Amendment to the Castle Oaks Golf and Country Club Development Agreement with JTS Communities, Inc. on December 1, 2016; and,

WHEREAS, Fairway Land Investors, LLC; Nueve Verde Properties, LLC and Spyglass View Village, LLC are the new owners of Castle Oaks Golf and Country Club Development.

WHEREAS, Fairway Land Investors, LLC; Nueve Verde Properties, LLC and Spyglass View Village, LLC have agreed changes outlined in the Proposed Third Amendment to the Second Amendment to the Castle Oaks Golf and Country Club Development Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ione hereby adopts Ordinance 524: An Ordinance of the City Council of the City of Ione Adopting the Third Amendment of Development Agreement for Castle Oaks Golf and Country Club (Villages 4 through 10) with Fairway Land Investors, LLC; Nueve Verde Properties, LLC; and Spyglass View Village, LLC and the Third Amendment to the Development Agreement attached as Exhibit A.

The foregoing ordinance was duly introduced at the City Council meeting held on the 3rd day of November, 2020 and adopted by City Council at their regular meeting held on November 17, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Diane Wratten, Mayor

Attest:

Janice Traverso, City Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City Clerk
City of Ione
P. O. Box 398
Ione, CA 95640

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**THIRD AMENDMENT OF
DEVELOPMENT AGREEMENT FOR
CASTLE OAKS GOLF AND COUNTRY CLUB
(VILLAGES 6, 8, 9 AND 10)**

THIS THIRD AMENDMENT OF DEVELOPMENT AGREEMENT (the "**Third Amendment**") is entered into this ____ day of _____, 2020, by and between the CITY OF IONE, a municipal corporation of the State of California ("**City**"), and FAIRWAY LAND INVESTORS, LLC, a Delaware limited liability company ("**Fairway**"), NUEVE VERDE PROPERTIES, LLC, a Delaware limited liability company ("**Nueve**"), and SPYGLASS VIEW VILLAGE, LLC, a Delaware limited liability company ("**Spyglass**," and with Fairway and Nueve collectively, hereinafter "**Developer**"), pursuant to the authority of Section 65864 through 65869.5 of the Government Code of California. City and Developer are collectively referred to herein as "**Parties**."

WITNESSETH:

A. On August 2, 2005, the City and Developer's predecessor in interest, JTS Communities, Inc. ("**JTS**"), entered into that certain agreement entitled "Development Agreement for Castle Oaks Golf and Country Club By and Between JTS Communities, Inc., and the City of Ione, California", which was recorded in the Official Records of Amador County on October 26, 2005, as Document No. 2005-0014787-00 (the "**Original Development Agreement**"). The City and JTS thereafter entered that certain First Amendment to the Original Development Agreement, dated June 17, 2008, and recorded in the Official Records of Amador County on August 27, 2008, as Document No. 2008-0007370-00 (the "**First Amendment**"), and the City and Castle Oaks Partners, LLC ("**COP**," as successor to JTS and predecessor to Developer) thereafter entered that certain Second Amendment to the Original Development Agreement, dated as of December 1, 2015, and recorded in the Official Records of Amador County on January 28, 2016, as Document No. 2016-000698 (the "**Second Amendment**").

B. The Original Development Agreement, as amended by the First and Second Amendments, is referred to collectively herein as the "**Development Agreement**." All capitalized

terms not otherwise defined herein shall have the meanings assigned thereto in the Development Agreement.

C. The entities comprising Developer own the portions of the Project commonly referred to as Castle Oaks Village 6 (Fairway), Castle Oaks Villages 8 and 9 (Nueve), and Castle Oaks Village 10 (Spyglass), which properties are more particularly described in Exhibit A attached hereto (referred to herein as the “**Amendment Property**”). These changes in ownership occurred on or about July 28, 2017, pursuant to grant deeds from COP for Villages 6, 8, 9, and 10 of the Amendment Property to the three entities comprising Developer. In connection therewith, COP assigned and the corresponding entities comprising Developer assumed all of the rights and obligations of the Development Agreement with respect to the portions of the Amendment Property deeded thereto pursuant to those certain Development Agreement Assignment and Assumption Agreements recorded July 28, 2017 as Document Numbers 2017-005714-00; 2017-0005716-00; and 2017-005719-00.

D. This Third Amendment amends the Development Agreement as to the Amendment Property only. The entities comprising Developer are the sole owners of the Amendment Property and, pursuant to applicable assignments of the Development Agreement, assumed the rights of “Developer” under the Development Agreement with respect to the Amendment Property upon its acquisition thereof. This Third Amendment shall run with the land with respect to the Amendment Property, but shall have no effect on the balance of the Property subject to the Development Agreement.

E. Notwithstanding the provisions of the Second Amendment to treat the Mule Creek Bridge improvements as a regional traffic improvement and dedicate and reserve certain Regional Traffic Impact Fees collected from the Project to Developer’s construction thereof, the City recognizes this project as necessary to mitigate future growth impacts and is therefore eligible for local impact fee funding and the City shall dedicate and reserve an equivalent amount of funding from local traffic fees previously paid and payable by the Project to Developer’s construction thereof, as more particularly provided herein.

F. In furtherance of the Project and to promote the continued development of the Amendment Property, the City and Developer desire to enter into this Third Amendment to make certain modifications and amendments to the Development Agreement as applicable to the Amendment Property.

G. On _____, 2020, after due review of this Third Amendment by City agencies and departments, and after due consideration of all other evidence heard and submitted at a duly noticed and conducted regular public hearing pursuant to the Development Agreement Ordinance and Development Agreement Resolution, the Planning Commission found and determined that this Third Amendment is consistent with the objectives, policies, and general land uses specified in the General Plan.

H. Thereafter, on _____, 2020, at a duly noticed regular public hearing, the City Council introduced Ordinance No. _____. Thereafter, on _____, 2020, at a duly noticed regular public hearing on this Third Amendment pursuant to the requirements of the Development Agreement Ordinance and Development Agreement Resolution, the City Council

found this Third Amendment to be consistent with the General Plan and adopted Ordinance No. _____ (the “**Adopting Ordinance**”) approving and enacting this Third Amendment as a legislative act.

NOW THEREFORE, pursuant to the authority contained in the Development Agreement legislation, and in consideration of the mutual covenants and promises of the Parties herein contained, the Parties hereby agree to amend the Development Agreement with respect to the Amendment Property as follows:

AMENDMENT

1. Effective Date. This Third Amendment shall be effective the date the Adopting Ordinance takes effect pursuant to Government Code Section 36937. Within ten (10) days after the Adopting Ordinance takes effect, the City and Developer shall execute and acknowledge this Third Amendment and the City Clerk shall cause this Third Amendment to be recorded in the Official Records of Amador County, State of California. The cost of recording this Third Amendment, if any, shall be borne by Developer.

2. Amendment of Development Agreement. The following sections of the Development Agreement with respect to and limited to the development of the Amendment Property are hereby amended as follows:

a. Revised Section 3.9.D(2) (Dedication of Local Traffic Fees for Bridge). With respect to the Amendment Property, in consideration of the City’s election to classify the Mule Creek Bridge improvements as a local traffic improvement to be funded by local traffic fees instead of by regional traffic fees as previously contemplated by the Second Amendment, Section 3.9.D(2), regarding the use of local traffic fees to help fund the construction of the Mule Creek Bridge improvements, is hereby amended and restated in its entirety to read as follows:

“Section 3.9.D(1) provides that Developer’s local traffic fees will not exceed a certain amount for the first ten (10) years following receipt of the first fifty-nine (59) residential building permits for the Project. Subject to annual CPI adjustment, the duration of this limitation on the maximum amount of local traffic impact fees applicable to development of the Amendment Property is hereby extended to February 27, 2021. During this extended period, this maximum fee amount shall be adjusted every March 1 by the annual percentage change in the CPI. On or after February 27, 2021, if City terminates or otherwise materially alters its participation in the Amador County Transportation Commission’s Regional Traffic Mitigation Impact Fee program and adopts a reasonably comparable local traffic mitigation fee program (a “Local Traffic Fee”), Developer’s obligation to pay the Regional Traffic Impact Fee shall terminate and be replaced by the sole obligation to pay the then current Local Traffic Fee; said fee shall be subject to the same credits and other provisions of the amended section 3.9.D(3) below as if it were the Regional Traffic Impact Fee.

(i) Local Traffic Impact Fees Dedicated to Bridge Construction. The Parties acknowledge that development of Village 10 of the Project is dependent upon the design and construction by Developer (or successor thereof to Village 10), in accordance with the

provisions of this Section 3.9.D(2)(i), of the improvements commonly referred to as the Mule Creek Bridge improvements and more specifically described as the Western Ione Roadway Improvement Strategy Segment B as reflected in the Ione General Plan (the “**Reimbursable Bridge Improvements**”).

Developer, or successor thereof who assumes the obligation to construct the Reimbursable Bridge Improvements (the “**Constructing Developer**”), shall be entitled to reimbursement from the City’s local traffic fee fund, up to the amount equal to \$3,000 per residential unit in Villages 4 through 10, inclusive (the “**Local Traffic Fee Funds**”), for the costs of the design, permitting and construction incurred by the Constructing Developer for the Reimbursable Bridge Improvements, as such costs are initially estimated by the Parties and subsequently approved by the City after completion thereof. Such Local Traffic Fee Funds shall be reserved for Constructing Developer pending Constructing Developer’s completion of the Reimbursable Bridge Improvements and payment to Constructing Developer of the Final Confirmed Costs therefor, as provided herein.

Upon entry with the City of an improvement agreement, subdivision improvement agreement or other such agreement that provides for Constructing Developer’s construction of the Reimbursable Bridge Improvements and posting of improvement bonds by Constructing Developer to ensure completion thereof, the Local Traffic Fee Funds shall become available to Constructing Developer to reimburse costs incurred in connection with the Reimbursable Bridge Improvements in an amount up to \$3,000 multiplied by the number of residential building permits issued for Villages 4 through 10.

Upon completion of the Reimbursable Bridge Improvements by Constructing Developer, Constructing Developer shall provide documentary evidence satisfactory to the City, in its sole and absolute discretion, confirming the costs to design, permit and construct the Reimbursable Bridge Improvements incurred by Constructing Developer (the “**Final Confirmed Costs**”). Within sixty (60) days after the City’s approval, in its sole and absolute discretion, of the Final Confirmed Costs, the City shall pay to the Constructing Developer from the Local Traffic Fee Funds reserved and available for the Reimbursable Bridge Improvements as provided herein, the amount equal to the Final Confirmed Costs, less the amount, if any, of any Local Traffic Fee Funds previously paid by the City to the Constructing Developer for such work.

If and to the extent the Final Confirmed Costs exceed the amount reimbursed and then available for reimbursement to Constructing Developer from payment of the Local Traffic Fee Funds, then the amount in excess thereof shall continue to be available for reimbursement, on a quarterly basis thereafter, from Local Traffic Fee Funds that are subsequently paid to the City and/or become available for payment to the Constructing Developer based on the issuance of additional residential building permits within the Amendment Property, up to the amount equal to \$3,000 per residential unit in Villages 4 through 10 (less the amount of any Local Traffic Fee Funds then received by the Constructing Developer), until payment in full of the Final Confirmed Costs. If the Final Confirmed Costs are less than amount then funded from the Local Traffic Fee Funds, then

Constructing Developer shall refund to the City the amount of such shortfall within sixty (60) days of the City's approval of the Final Confirmed Costs.

To facilitate Constructing Developer's construction of the Reimbursable Bridge Improvements, until the Final Confirmed Costs are ascertained, City agrees to set aside and reserve within its Local Traffic Fee Account an amount equal to \$3,000 multiplied by the number of residential units in Villages 4 through 10 (i.e., \$1,260,000, based on 420 units within Villages 4 through 10) or the total amount of local traffic impact fees held by the City, whichever is less. All funds reserved in the City's Local Traffic Fee Account for Constructing Developer shall be reserved solely for the costs to design, permit and construct the Reimbursable Bridge Improvements, as approved by the City. However, the amount of Local Traffic Fees Funds available for funding and payment to the Constructing Developer for the Reimbursable Bridge Improvements shall be limited at any given point in time to \$3,000 multiplied by the number of residential building permits actually issued for Villages 4 through 10 (currently \$504,000, based on 168 issued permits). As each additional residential building permit is issued for Village 4 through 10, an additional \$3,000 in Local Traffic Fee Funds shall become available for funding and payment to the Constructing Developer for the Reimbursable Bridge Improvements. In consideration of this work being funded in part from local traffic fees, Constructing Developer acknowledges that the bidding and contracting for such work shall be conducted in the same manner as would be required for the acquisition of these improvements by a community facilities district, including the requirement to solicit requests for proposals consistent with the City's purchasing policy and to document the payment of prevailing wage as required by law. Additionally, when Constructing Developer elects to seek bids from contractors to build the Reimbursable Bridge Improvements, it shall use good faith efforts to obtain at least three (3) bids and the Final Confirmed Costs shall be based on the lowest responsive and responsible bid received by Constructing Developer, regardless of which bidder the Constructing Developer chooses to construct the Improvements, unless otherwise approved by City.

Unless otherwise extended in writing by the Parties hereto, the foregoing obligations of Constructing Developer and the City shall continue until the earlier of (i) completion of the Reimbursable Bridge Improvements by Constructing Developer, confirmation of the Final Confirmed Costs and payment by the City to Developer in full of the Final Confirmed Costs for the Reimbursable Bridge Improvements from the available Local Traffic Fee Funds or (ii) termination of the Development Agreement. Developer acknowledges that the City's reimbursement obligation hereunder is not a general debt of the City but is limited to the Local Traffic Fee Funds reserved and to be reserved by the City within its Local Traffic Fee Account for such payment as provided herein."

b. Revised Section 3.9.D(3) (Regional Traffic Impact Fees). With respect to the Amendment Property, in consideration of the City's election to fund construction of the Mule Creek Bridge improvements as a local traffic improvement to be funded by local traffic fees, all references in Section 3.9.D(3) to regional traffic impact fees being reserved for construction of the Mule Creek Bridge improvements and/or allowing for credits against such regional traffic fees are hereby deleted and, with respect to the Amendment Property, Section 3.9.D(3) is hereby revised in its entirety to read as follows:

“(3) Regional Traffic Impact Fees. Developer agrees to pay the Regional Traffic Impact Fees imposed by Resolution No. 1333, adopted May 21, 2002, for the development of the Amendment Property in accordance with the terms of this Section 3.9.D(3). The amount of the Regional Traffic Impact Fees to be paid by such development shall be in the amount set forth in Resolution No. 1333, as amended from time to time, up to, but not in excess of \$3,000 per residential unit.”

c. Notice Address for Developer. For purposes of Section 12.1 of the Development Agreement and consistent with the Developer’s assumption of the Development Agreement in connection with its acquisition of the Amendment Property, the notice address for the Developer shall be as follows:

Developer: Fairway Land Investors, LLC
Nueve Verde Properties, LLC
Spyglass View Village, LLC
3907 Park Drive, Suite 235
El Dorado Hills, CA 95762
Attn: William Bunce

With a copy to: Hefner Law
2150 River Plaza Drive, Suite 450
Sacramento, CA 95833
Attn: Martin B. Steiner, Esq.

3. Consistency with General Plan. The City hereby finds and determines that execution of this Third Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

4. Force and Effect of Amendment. This Third Amendment amends, but does not replace or supersede, the Development Agreement except as specified herein. All remaining terms, covenants and conditions of the Development Agreement not amended hereby shall remain in full force and effect. This Third Amendment only affects development of Castle Oaks Villages 4 through 10 described in Exhibit A attached hereto and does not amend or modify the rights or obligations associated with development of any other property subject to the Development Agreement.

5. Counterparts. This Third Amendment may be executed in identical counterparts, each of which is deemed to be an original.

[Signatures on Following Page]

IN WITNESS WHEREOF, the City of Ione, a municipal corporation, has authorized the execution of this Third Amendment by its Mayor and the attestation to this Third Amendment by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Ione on the _____ day of _____, 2020, and Developer has caused this Third Amendment to be executed.

CITY:

**CITY OF IONE,
a municipal corporation**

By: _____
Mayor, City of Ione

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

DEVELOPER:

**FAIRWAY LAND INVESTORS, LLC,
a Delaware limited liability company**

By: HBT Ione, LLC,
a Delaware limited liability company
Its Managing Member

By: _____
William B. Bunce, Member

**NUEVE VERDE PROPERTIES, LLC,
a Delaware limited liability company**

By: HBT Ione, LLC,
a Delaware limited liability company
Its Managing Member

By: _____
William B. Bunce, Member

**SPYGLASS VIEW VILLAGE, LLC,
a Delaware limited liability company**

By: HBT Ione, LLC,
a Delaware limited liability company
Its Managing Member

By: _____
William B. Bunce, Member

[ALL SIGNATURES MUST BE NOTARIZED]

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

City of _____

On _____, 2020, before me, _____,
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

Legal Description of Castle Oaks Villages 6, 8, 9 and 10

That certain real property situated in the City of Ione, County of Amador, State of California,
described as follows:

[Legal Description to Be Inserted]

APN: _____

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City Clerk
City of Ione
P. O. Box 398
Ione, CA 95640



Amador County Recorder
Kimberly L. Grady

DOC- 2016-0000698-00

REQD BY CITY OF IONE

Thursday, JAN 28, 2016 15:22

Ttl Pd \$0.00

Nbr-0000275935

CT1/R1/1-18

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**SECOND AMENDMENT OF
DEVELOPMENT AGREEMENT FOR
CASTLE OAKS GOLF AND COUNTRY CLUB
(VILLAGES 4 THROUGH 10)**

THIS SECOND AMENDMENT OF DEVELOPMENT AGREEMENT (the "**Second Amendment**") is entered into this 1st day of December 2015 by and between the CITY OF IONE, a municipal corporation of the State of California ("**City**"), and CASTLE OAKS PARTNERS LLC, a Delaware limited liability company (hereinafter "**Developer**"), pursuant to the authority of Section 65864 through 65869.5 of the Government Code of California. City and Developer are collectively referred to herein as "**Parties**."

WITNESSETH:

A. On August 2, 2005, the City and Developer's predecessor in interest, JTS Communities, Inc. ("**JTS**"), entered into that certain agreement entitled "Development Agreement for Castle Oaks Golf and Country Club By and Between JTS Communities, Inc., and the City of Ione, California", which was recorded in the Official Records of Amador County on October 26, 2005, as Document No. 2005-0014787-00 (the "**Original Development Agreement**"). The City and JTS thereafter entered into that certain First Amendment to JTS Development Agreement, dated June 17, 2008, and recorded in the Official Records of Amador County on August 27, 2008, as Document No. 2008-0007370-00 (the "**First Amendment**").

B. The Original Development Agreement, as amended by the First Amendment, is referred to collectively herein as the "**Development Agreement**." All capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the Development Agreement.

C. Developer's predecessor-in-interest, Ione Village I, LLC ("**Ione Villages**"), acquired from JTS the portion of the Project commonly referred to as Castle Oaks Villages 4 - 10, which property is more particularly described in Exhibit A attached hereto (referred to herein as the "**Amendment Property**"). In connection therewith, JTS assigned and Ione Villages assumed the rights and obligations of JTS under the Development Agreement with respect to the Amendment Property pursuant to that certain Development Agreement Assignment dated December 22, 2009 and

recorded February 11, 2010 as Document No. 2010-0001015 (the "**Development Agreement Assignment**"). As more particularly set forth in the Development Agreement Assignment, JTS retained all rights and obligations under the Development Agreement with respect to the remaining portion of the Property, commonly referred to as Castle Oaks Villages 1 through 3, including any deferred payment obligations and rights to excess credits associated with JTS's development thereof.

D. This Second Amendment amends the Development Agreement as to the Amendment Property only. Developer, as successor to Ione Villages, is the sole owner of the Amendment Property and assumed the rights of "Developer" under the Development Agreement with respect to the Amendment Property upon its acquisition thereof. This Second Amendment shall run with the land with respect to the Amendment Property, but shall have no effect on the balance of the Property or on JTS's rights and obligations under the Development Agreement with respect thereto.

E. In furtherance of the Project and to promote the development of the Amendment Property, the City and Developer desire to enter into this Second Amendment to make certain modifications and amendments to the Development Agreement as applicable to the Amendment Property.

F. On October 13, 2015, after due review of this Second Amendment by City agencies and departments, and after due consideration of all other evidence heard and submitted at a duly noticed and conducted regular public hearing pursuant to the Development Agreement Ordinance and Development Agreement Resolution, the Planning Commission found and determined that this Second Amendment is consistent with the objectives, policies, and general land uses specified in the General Plan.

G. Thereafter, on November 17, 2015, at a duly noticed regular public hearing, the City Council introduced Ordinance No. 474. Thereafter, on December 1, 2015, at a duly noticed regular public hearing on this Second Amendment pursuant to the requirements of the Development Agreement Ordinance and Development Agreement Resolution, the City Council found this Second Amendment to be consistent with the General Plan and adopted Ordinance No. 474 approving and enacting this Second Amendment as a legislative act.

NOW THEREFORE, pursuant to the authority contained in the Development Agreement legislation, and in consideration of the mutual covenants and promises of the Parties herein contained, the Parties hereby agree to amend the Development Agreement with respect to the Amendment Property as follows:

AMENDMENT

1. Effective Date. This Second Amendment shall be effective the date Ordinance 474 takes effect pursuant to Government Code Section 36937. Within ten (10) days after Ordinance 474 takes effect, the City and Developer shall execute and acknowledge this Second Amendment and the City Clerk shall cause this Second Amendment to be recorded in the Official Records of Amador County, State of California. The cost of recording this Second Amendment, if any, shall be borne by Developer.

2. Amendment of Development Agreement. The following sections of the Development Agreement with respect to and limited to the development of the Amendment Property are hereby amended as follows:

a. Revised Section 3.9.A (Wastewater Treatment Fees). Subsection 3.9.A is hereby revised in its entirety to read as follows:

“A. Improvements to Wastewater Treatment Plant. City is preparing to construct certain necessary improvements to the City’s existing wastewater treatment plant, which will serve the Project and other areas within the City. The Developer will provide funding for its fair share of the cost of the improvements as set forth below:

(1) Pursuant to the First Amendment, the City reserved for the benefit of the Project 348 of the then-projected approximately 700 connections to the City’s sewer treatment facilities. Based on the intervening development of the Project since the approval of the First Amendment, 121 connections to the City’s wastewater treatment facilities remain available from the City’s prior commitment of capacity and remain committed to serve development of the Amendment Property. Based on improvements to the City’s wastewater treatment facilities that have been made and/or are planned by the City to meet applicable state and federal standards, the City has determined that the City’s existing and planned wastewater treatment system has adequate capacity to support 250 connections for the Amendment Property, leaving a shortfall of approximately 250 additional wastewater connections (or the equivalent thereof as to the portion planned for commercial use) to serve full buildout consistent with the land uses approved for the Amendment Property. In consideration of this Development Agreement and the benefits to be derived by the City therefrom, and to promote development of the Amendment Property that will support the City’s planned investments in and improvements to its wastewater collection and treatment system to provide additional development capacity within the City, the City hereby agrees (i) to increase its reservation from 121 to 250 connections to the City’s wastewater treatment facilities within the Amendment Property (the “Base Reservation”) and (ii) if and to the extent the City is successful in increasing the number of available connections due to the re-rating of the plant’s capacity by the Regional Board, or otherwise, the City Manager shall notify Developer in writing of the increased available connections and the City hereby agrees to reserve such additional connections, up to but not in excess of the remaining number of connections to support full buildout of the Amendment Property estimated at an additional 250 connections for a total of 500 connections (the “Additional Reservation”). The Base Reservation and the Additional Reservation shall extend for the duration of this Development Agreement.

(2) Until February 27, 2021, subject to annual CPI adjustment described below, the Sewer Connection Fee applicable to the Project shall not exceed \$7,640 per residential dwelling unit and the applicable rate for commercial development as of the effective date of the Original Development Agreement. During this period, these maximum fee amounts shall be adjusted every March 1 by the annual percentage change in the All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, 1982-84 = 100 (the “CPI”). For the remainder of the term of the Development Agreement after February 27, 2021, the Sewer Connection Fees shall be charged in accordance with the then-existing ordinances and resolutions of the City.”

b. Revised Section 3.9.B(1) (Police and Fire Impact Fees). The fourth sentence of Section 3.9.B(1) provides that Developer's police and fire impact fees will not exceed certain amounts for the first ten (10) years following receipt of the first building permit for the Project. Subject to annual CPI adjustment, the duration of this limitation on the maximum amount of police and fire impact fees applicable to development of the Amendment Property is hereby extended five (5) years to February 27, 2021. During this extended period, these maximum fee amounts shall be adjusted every March 1 by the annual percentage change in the CPI.

c. Revised Section 3.9.D(2) (Local Traffic Fees). Section 3.9.D(1) provides that Developer's local traffic fees will not exceed a certain amount for the first ten (10) years following receipt of the first fifty-nine (59) residential building permits for the Project. Subject to annual CPI adjustment, the duration of this limitation on the maximum amount of local traffic impact fees applicable to development of the Amendment Property is hereby extended to February 27, 2021. During this extended period, this maximum fee amount shall be adjusted every March 1 by the annual percentage change in the CPI. On or after February 27, 2021, if City terminates or otherwise materially alters its participation in the Amador County Transportation Commission's Regional Traffic Mitigation Impact Fee program and adopts a reasonably comparable local traffic mitigation fee program (a "Local Traffic Fee"), Developer's obligation to pay the Regional Traffic Impact Fee shall terminate and be replaced by the sole obligation to pay the then current Local Traffic Fee; said fee shall be subject to the same credits and other provisions of the amended section 3.9.D(3) below as if it were the Regional Traffic Impact Fee.

d. Revised Section 3.9.D(3) (Regional Traffic Impact Fees). City acknowledges that, pursuant to Section 3.9.D(3) of the Development Agreement, JTS deferred the payment of approximately \$504,000.00 of Regional Traffic Impact Fees (the "Deferred Traffic Fees") with respect to JTS's development of Castle Oaks Villages 1 – 3. As provided by such Section, JTS will be responsible for paying the Deferred Traffic Fees by February 27, 2016, if not then paid by the issuance of Series C Bonds. City acknowledges that, as the continuing Developer of Castle Oaks Villages 1 – 3, JTS is solely responsible for payment of the Deferred Traffic Fees and any failure by JTS to timely pay such amount will not affect Developer's rights under the Development Agreement, as amended hereby, with respect to its development of the Amendment Property.

With respect to the Amendment Property, Section 3.9.D(3) is hereby revised in its entirety to read as follows:

"(3) Regional Traffic Impact Fees. Developer agrees to pay the Regional Traffic Impact Fees imposed by Resolution No. 1333, adopted May 21, 2002, for the development of the Amendment Property in accordance with the terms of this Section 3.9.D(3). The amount of the Regional Traffic Impact Fees to be paid by such development shall be in the amount set forth in Resolution No. 1333, as amended from time to time, up to, but not in excess of \$3,000 per residential unit. Also, the amount of such Regional Traffic Impact Fees shall be reduced by the amount of any credits to be realized from the design and construction by Developer, in accordance with the provisions of this Section 3.9.D(3), of the improvements commonly referred to as the Mule Creek Bridge improvements and more specifically described as the Western Ione Roadway Improvement Strategy Segment B as reflected in the Ione General Plan (the "Creditable Bridge Improvements"). The costs for the design, permitting and construction of the Creditable Bridge Improvements are included for

financing by the Regional Traffic Impact Fees. In connection therewith, Developer shall not be obligated to build any other improvements funded by the Regional Traffic Impact Fee, including without limitation, any additional Mule Creek Bridge improvements in excess of the Creditable Bridge Improvements described by the Western Ione Roadway Improvement Segment Strategy B.

Developer shall be entitled to credits against the Regional Traffic Impact Fees for the costs of the design, permitting and construction incurred by Developer for the Creditable Bridge Improvements (the "Regional Traffic Fee Credits"), as such costs are approved by the City. Such Regional Traffic Fee Credits shall be deemed available to Developer upon entry with the City of an improvement agreement, subdivision improvement agreement or other such agreement that provides for Developer's construction of the Creditable Bridge Improvements and posting of improvement bonds by Developer to ensure completion thereof. Developer shall only be entitled to receive credits against the Regional Traffic Impact Fee (and no fee reimbursements therefrom) in connection with its construction of the Creditable Bridge Improvements. These Regional Traffic Fee Credits may only be applied with respect to development of the Amendment Property and may not be assigned for use by any other development within the City or County. If the amount of Regional Traffic Fee Credits generated by Developer's construction of the Creditable Bridge Improvements exceeds the amount of Regional Traffic Impact Fees otherwise payable by development of the Amendment Property, Developer shall not be entitled to any fee reimbursement in connection therewith.

Upon completion of the Creditable Bridge Improvements by Developer, Developer shall provide documentary evidence satisfactory to the City confirming that the costs to design, permit and construct the Creditable Bridge Improvements incurred by Developer equaled or exceeded the total Regional Traffic Impact Fees otherwise payable by development of the Amendment Property. If the actual, approved documented costs thereof are less than the total Regional Traffic Impact Fees otherwise payable by such development (the "Cost Shortfall"), then from and after such completion of the Creditable Bridge Improvements, Developer shall pay a Regional Traffic Impact Fee on each remaining unit to be developed within the Amendment Property equal to the amount of the Cost Shortfall divided by the number of units then remaining to be developed within the Amendment Property. If the actual, approved documented costs thereof equal or exceed the total Regional Traffic Impact Fees otherwise payable by development of the Amendment Property, then Developer shall be deemed to have fully satisfied its Regional Traffic Impact Fee obligations through its construction of the Creditable Bridge Improvements.

To facilitate Developer's construction of the Creditable Bridge Improvements, City agrees to create and maintain a separate account (the "Bridge Account") into which all Regional Traffic Impact Fees collected from development of the Amendment Property will be deposited and maintained for the duration of the Fee Reservation Period described hereafter. All funds deposited in the Bridge Account, and any and all earnings thereon, shall be reserved in the Bridge Account during the Fee Reservation Period solely for the costs to design, permit and construct the Creditable Bridge Improvements. For purposes hereof, the "Fee Reservation Period" shall commence upon the Effective Date of this Amendment and continue until the earlier to occur of: (i) approval by the City of improvement plans prepared by Developer for the Creditable Bridge Improvements,

execution of an improvement agreement and posting of improvement bonds by Developer with the City to ensure completion of such improvements, and issuance of a notice to proceed with construction of the improvements to Developer's general contractor; or, (ii) issuance of a building permit for the 301st residential unit within the Amendment Property; or (iii) the expiration of the Development Agreement. In consideration of this work being funded in part from Regional Traffic Impact Fees, Developer acknowledges that the bidding and contracting for such work shall be conducted in the same manner as would be required for the acquisition of these improvements by a community facilities district, including the requirement to document the payment of prevailing wage. Additionally, should Developer decide to build Creditable Bridge Improvements it shall obtain at least three (3) bids and reimbursement rates shall be based on the lowest bid received by Developer regardless of which bidder the Developer chooses to construct the Improvements.

If the Fee Reservation Period expires due to Developer's obtaining approval of improvement plans, posting of improvement bonds and commencement of construction of the Creditable Bridge Improvements, in consideration thereof, the City shall release and deliver to Developer all funds then held by City in the Bridge Account to reimburse Developer for its costs to design and permit such improvements and to help fund the costs of construction thereof by Developer. If the Fee Reservation Period expires for any other reason, then the City may, in its sole discretion, after thirty (30) days advance written notice to Developer, elect to terminate the Bridge Account and use the funds therein to pay the costs to design and construct the Creditable Bridge Improvements or any other regional traffic improvements authorized to be financed by the Regional Traffic Impact Fee and, upon such termination, Developer shall be thereafter be relieved of any obligation to construct the Creditable Bridge Improvements.

Notwithstanding anything to the contrary above, if the Amador County Transportation Commission ("ACTC") sues the City to force the City to turn over any funds being retained in the Bridge Account and ACTC prevails in such action, then the foregoing deposit and credit provisions related to the handling and payment of the Regional Traffic Impact Fees by Developer shall terminate. Upon any such termination, Developer shall have no right or claim to any payment of any funds from the Bridge Account, City shall be free to release and deliver such funds to ACTC, and Developer shall have no obligation to construct the Creditable Bridge Improvements. Should ACTC sue the City, the City shall not allow a default to be taken or enter into any agreement to settle the matter in any way that might require the forfeiture or delivery of such Bridge Account funds to ACTC without the prior written consent of Developer. Developer may also appear in any such action as a real party in interest and/or an intended third-party beneficiary, as appropriate. Developer and City shall work cooperatively to defend any such action and Developer shall reimburse City for its reasonable costs to defend such an action, including reasonable attorney's fees.

From and after the release of the Bridge Account funds to Developer, so long as Developer is in compliance with the terms of this Agreement and is diligently working to complete the Creditable Bridge Improvements, Developer have no obligation hereunder to return any such Bridge Account funds to the City or pay such amount to ACTC in the absence of a court order against Developer requiring any such return or payment."

e. Payment of Fees. For purposes of Section 3.9 of the Development Agreement, where a fee to be paid by Developer is limited to a "not to exceed" amount, the corresponding fee to be paid by Developer when required by the Development Agreement shall be the lesser of the "not to exceed" fee amount and the corresponding Then Existing fee. Furthermore, except as otherwise deferred or expressly provided by this Development Agreement, any and all development impact fees to be paid in connection with the development of the Amendment Property, including without limitation the fees described in Section 3.9 of the Development Agreement, shall be due and payable upon, but not earlier than, the issuance of a building permit for the construction of a residential unit or commercial building within the Amendment Property.

f. Option to Prepay Fees for Residential Units. Developer shall have the option, at any time, in its sole discretion, to pay any development impact fees for residential units, including any of the fees listed in Section 3.9 of the Development Agreement, in advance of the issuance of a building permit for such residential unit within the Amendment Property. In connection with any such prepayment, Developer shall indicate in writing to the City the impact fee or fees being prepaid by Developer and the number of units against which such prepayment is being advanced (together with a calculation of the fee(s) being prepaid and number of unit(s) to be fully satisfied thereby). No partial fee prepayments shall be allowed (i.e., any fee prepayment shall be based for each fee category on the amount of the Then Existing fee (or lesser amount required by this Agreement) times the number of units to be satisfied thereby). City shall have thirty (30) days after receipt of any such proposed prepayment to confirm the amount of the fee prepayment(s) and number of unit(s) satisfied by such fee prepayment as to each fee category; if City does not notify Developer of any disagreement or dispute with the Developer's fee prepayment calculation within such time, then City shall be deemed to have confirmed and agreed with Developer's calculation of the fee(s) and number of units prepaid by the Developer's fee prepayment for each applicable fee category.

From and after any such fee prepayment by Developer, unless otherwise instructed in writing by Developer, such prepayment shall be applied against the fee(s) that would otherwise be collected upon the issuance of building permits for residential units within the Amendment Property, until the number of prepaid units associated with Developer's prepayment of such fee(s) are exhausted, on a unit-by-unit basis. With respect to each prepaid fee, Developer shall have no obligation to pay any additional amount upon issuance of a building permit for a prepaid unit if the prepaid fee increases after such prepayment and City shall have no obligation to refund to or carry forward any credit for Developer in connection with the issuance of building permits for any prepaid units if the amount of the prepaid fee decreases after such prepayment.

g. Ownership of Excess Credits By JTS. Pursuant to the requirements of the Development Agreement, JTS prepaid certain amount in connection with its development of Villages 1 – 3 in excess of the fee obligations related thereto, which generated certain excess fee credits. As more particularly described in the Development Agreement Assignment, the amount of these excess credits, totaling approximately \$131,672.90, were retained by JTS. Developer acknowledges that JTS is the sole owner of such excess fee credits and Developer shall have no right to apply them or have them credited against Developer's fee obligations hereunder in the absence of a separate, written assignment of any such excess fee credits from JTS to Developer.

h. Subdivision Maps. A subdivision, as defined in Government Code Section 66473.3, shall not be approved unless any tentative map approval prepared for the subdivision complies with the provisions of Section 66473.7; this provision is included in the Development

Agreement to comply with Government Code Section 65867.5. Pursuant to Government Code Section 66452.6(a)(1), the term of all tentative subdivision maps approved for the Project, including all such tentative subdivision maps approved prior to the Effective Date, shall be the greater of (i) the term of the applicable subdivision map or (ii) the term of the Development Agreement.

i. Notice Address for Developer. For purposes of Section 12.1 of the Development Agreement and consistent with the Developer's assumption of the Development Agreement in connection with its acquisition of the Amendment Property, the notice address for the Developer shall be as follows:

Developer: Castle Oaks Partners, LLC
3907 Park Drive, Suite 235
El Dorado Hills, CA 95762
Attn: William Bunce

With a copy to: Hefner Law
2150 River Plaza Drive, Suite 450
Sacramento, CA 95833
Attn: Martin B. Steiner, Esq.

3. Consistency with General Plan. The City hereby finds and determines that execution of this Second Amendment is in the best interest of the public health, safety and general welfare and is consistent with the General Plan.

4. Force and Effect of Amendment. This Second Amendment amends, but does not replace or supersede, the Development Agreement except as specified herein. All remaining terms, covenants and conditions of the Development Agreement not amended hereby shall remain in full force and effect. This Second Amendment only affects development of Castle Oaks Villages 4 through 10 described in Exhibit A attached hereto and does not amend or modify the rights or obligations associated with development of any other property subject to the Development Agreement.

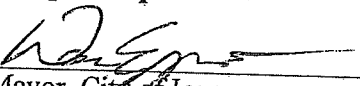
5. Counterparts. This Second Amendment may be executed in identical counterparts, each of which is deemed to be an original.

[Signatures on Following Page]

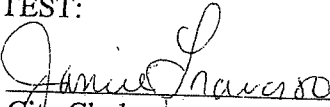
IN WITNESS WHEREOF, the City of Ione, a municipal corporation, has authorized the execution of this Second Amendment by its Mayor and the attestation to this Second Amendment by its City Clerk under the authority of Ordinance No. 474 adopted by the Council of the City of Ione on the 1st day of December 2015 and Developer has caused this Second Amendment to be executed.

CITY:

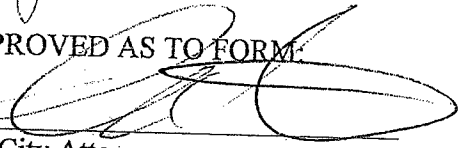
**CITY OF IONE,
a municipal corporation**

By: 
Mayor, City of Ione
Dan Epperson

ATTEST:

By: 
City Clerk


APPROVED AS TO FORM:

By: 
City Attorney
David Prentice

DEVELOPER:

**CASTLE OAKS PARTNERS LLC,
a Delaware limited liability company**

By: HBT Ione, LLC,
a Delaware limited liability company
Its Managing Member

By: 
Name: William B. Bunce
Title: Member

[ALL SIGNATURES MUST BE NOTARIZED]

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of El Dorado }

On December 28, 2015

before me, Karena J. Moy, Notary Public

personally appeared William B. Bunce

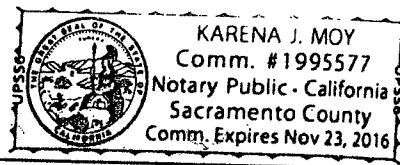
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and who acknowledged to me that ~~he~~ she/they executed the same in their authorized capacity(ies), and by ~~his~~ her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Karena J. Moy

(Signature of Notary)



Commission Expires: November 23, 2016

Notary Name: Karena J. Moy

Notary Phone: 916-337-4767

Notary Registration Number: 1995577

County of Principal Place of Business: Sacramento

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of El Dorado

On Jan. 19, 2016 before me, Sean Stephen Sowers, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

Sean Stephen Sowers

(Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Amador

On January 28, 2016 before me, Kristi Roots, notary public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

Kristi Roots

(Seal)



Exhibit "A" Legal Description

The land described herein is situated in the State of California, County of Amador, City of Ione, described as follows:

PARCEL ONE:

PARCEL A AND B AS SHOWN AND DELINEATED ON THAT CERTAIN RECORD OF SURVEY ENTITLED "A PORTION OF RANCHO ARROYO SECO AND THE CITY OF IONE", FILED FOR RECORD JANUARY 12, 1979 IN BOOK 31 OF MAPS AND PLATS AT PAGE 1, AMADOR COUNTY RECORDS.

EXCEPTING THEREFROM ALL THOSE PORTIONS OF SAID PARCEL "B" CONVEYED BY THE FOLLOWING DEEDS:

(1) QUITCLAIM DEED FROM THE STATE OF CALIFORNIA TO THE CITY OF IONE, DATED DECEMBER 11, 1981 AND RECORDED JUNE 2, 1982 IN BOOK 411 PAGE 146, AMADOR COUNTY OFFICIAL RECORDS.

(2) GRANT DEED FROM THE STATE OF CALIFORNIA TO THE CITY OF IONE DATED APRIL 9, 1984 AND RECORDED MAY 1, 1984 IN BOOK 445 PAGE 200 AMADOR COUNTY OFFICIAL RECORDS.

(3) QUITCLAIM DEED FROM THE STATE OF CALIFORNIA TO THE CITY OF IONE, DATED APRIL 8, 1985 AND RECORDED MAY 3, 1985 IN BOOK 465 PAGE 32, AMADOR COUNTY OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN CASTLE VIEW ESTATES, AS FILED FOR RECORD IN BOOK 5 OF SUBDIVISIONS, PAGE 34, RECORDS OF AMADOR COUNTY.

ALSO EXCEPTING THEREFROM "CASTLE OAKS UNIT NO. 1", ACCORDING TO THE OFFICIAL MAP THEREOF, FILED FOR RECORD IN THE OFFICE OF THE AMADOR COUNTY RECORDER ON JUNE 5, 1992 IN BOOK 6 OF SUBDIVISION MAPS, PAGE 81.

ALSO EXCEPTING THEREFROM ALL THOSE PORTIONS OF SAID PARCEL "A" AND SAID PARCEL "B" LYING WITHIN LOTS 1 THROUGH 7, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1:

THAT PORTION OF PARCEL "A" AS SHOWN AND DELINEATED ON THAT CERTAIN RECORD OF SURVEY ENTITLED "A PORTION OF RANCHO ARROYO SECO AND THE CITY OF IONE", FILED FOR RECORD JANUARY 12, 1979 IN BOOK 31 OF MAPS AND PLATS, AT PAGE 1, ET SEQ., RECORDS OF AMADOR COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

COMMENCING AT CALIFORNIA DIVISION OF HIGHWAYS REFERENCE MONUMENT 261, AS SHOWN ON STATE HIGHWAY MAP OF ROUTE 104, DISTRICT 10, AMADOR COUNTY, ON SHEET 16 OF 18; THENCE N 66° 54' 19" WEST (BASIS OF BEARINGS), 1021.68 FEET TO REFERENCE MONUMENT 250 AS SHOWN ON SAID MAP, SHEET 15 OF 18, THENCE S 57° 54' 48" WEST 2455.68 FEET, TO A FENCE CORNER AT THE SOUTHEAST CORNER OF THAT PARCEL SHOWN ON THE RECORD OF SURVEY RECORDED IN BOOK 20 OF MAPS AND PLATS AT PAGE 19, RECORDS OF AMADOR COUNTY, BEING THE POINT OF BEGINNING; THENCE NORTH 76° 34' 27" WEST, ALONG THE SOUTH LINE OF LAST SAID PARCEL, 232.24 FEET; THENCE S 13° 25' 33" WEST 484.45 FEET; THENCE N 76° 34' 27" WEST, 150.00 FEET; THENCE N. 33° 52' 31" WEST 295.51 FEET; THENCE N 80° 48' 35" WEST 78.06 FEET; THENCE S. 52° 15' 20" WEST 197.81 FEET; THENCE S. 27° 55' 38" W. 123.59 FEET; THENCE S. 03° 35' 56" WEST 249.00 FEET; THENCE S. 05° 46' 19" EAST, 198.94 FEET; THENCE S. 36° 34' 05" EAST, 251.61 FEET; THENCE S. 07° 58' 37" WEST 95.00 FEET; THENCE S. 79° 02' 48" WEST 389.03 FEET; THENCE N. 74° 55' 48" WEST 174.91 FEET,

THENCE S. 15° 03' 17" WEST 308.68 FEET; THENCE S. 76° 57' 14" EAST 493.69 FEET; THENCE N. 89° 00' 35" E, 226.77 FEET; THENCE SOUTH 61° 18' 42" EAST 203.98 FEET; THENCE S. 76° 57' 14" EAST 208.20 FEET; THENCE N. 84° 28' 09" EAST 104.40 FEET; THENCE N. 17° 28' 35" EAST 350.99 FEET; THENCE N. 58° 04' 33" WEST 95.50 FEET; THENCE N. 13° 54' 59" WEST 169.57 FEET; THENCE N. 09° 50' 25" EAST 366.94 FEET; THENCE N. 40° 38' 13" EAST 468.10 FEET; THENCE N. 70° 04' 19" EAST 208.29 FEET; THENCE S. 80° 09' 35" EAST 261.52 FEET, TO A POINT IN THE ARC OF A NON-TANGENT CURVE, THE CENTER OF SAID CURVE BEARS N. 86° 49' 35" WEST 770.00 FEET; THENCE NORTHERLY 90.99 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 6° 46' 15", TO A POINT OF COMPOUND CURVATURE, HAVING A RADIUS OF 250.00 FEET; THENCE NORTHERLY 70.96 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16° 15' 42" TO POINT OF REVERSE CURVATURE, HAVING A RADIUS OF 250.00 FEET; THENCE NORTHERLY 60.44 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13° 51' 05" TO A POINT OF TANGENCY; THENCE N. 06° 00' 28" WEST, ALONG SAID TANGENT, 101.31 FEET; THENCE N. 84° 08' 07" WEST 531.91 FEET TO THE POINT OF BEGINNING.

LOT 2:

THAT PORTION OF PARCELS AS "A" AND "B" AS SHOWN AND DELINEATED ON THAT CERTAIN RECORD OF SURVEY ENTITLED "A PORTION OF RANCHO ARROYO SECO AND THE CITY OF IONE", FILED FOR RECORD JANUARY 12, 1979 IN BOOK 31 OF MAPS AND PLATS AT PAGE 1, ET SEQ., RECORDS OF AMADOR COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT CALIFORNIA DIVISION OF HIGHWAYS REFERENCE MONUMENT 261 AS SHOWN ON STATE HIGHWAY MAP OF ROUTE 104, DISTRICT 10, AMADOR COUNTY, ON SHEET 16 OF 18; THENCE N. 66° 54' 19" WEST (BASIS OF BEARINGS), 1021.68 FEET, TO REFERENCE MONUMENT 250 AS SHOWN ON SAID MAP, SHEET 15 OF 18; THENCE S. 49° 49' 50" WEST 4701.59 FEET TO THE POINT OF BEGINNING; THENCE S. 74° 57' 42" EAST 356.37 FEET; THENCE S. 81° 03' 23" EAST 288.67 FEET; THENCE SOUTH 78° 53' 56" EAST 274.98 FEET; THENCE S. 70° 33' 25" EAST 274.98 FEET; THENCE S. 24° 11' 26" EAST 153.25 FEET; THENCE S. 03° 37' 35" WEST 800.75 FEET; THENCE S. 78° 37' 54" EAST 217.71 FEET; THENCE N. 70° 40' 51" EAST 481.14 FEET; THENCE N. 09° 24' 37" WEST 79.10 FEET TO A POINT IN A NON-TANGENT CURVE, THE CENTER OF SAID CURVE BEARS N. 02° 49' 47" WEST, 330.00 FEET; THENCE EASTERLY 30.97 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 5° 22' 36", TO A POINT OF REVERSE CURVATURE, HAVING A RADIUS OF 1470.00 FEET; THENCE EASTERLY 58.06 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2° 15' 46", TO A POINT OF TANGENCY; THENCE N. 84° 03' 23" EAST, ALONG SAID TANGENT 143.49 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 670.00 FEET; THENCE EASTERLY 176.85 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15° 07' 24", TO A POINT OF TANGENCY, THENCE S. 80° 49' 13" EAST 40.92 FEET; THENCE SOUTH 15° 32' 12" WEST 98.83 FEET; THENCE N. 74° 27' 48" WEST 210.00 FEET; THENCE S. 15° 32' 12" WEST 139.17 FEET; THENCE S. 52° 42' 47" WEST 120.93 FEET TO THE NORTHWEST CORNER OF PARCEL "D" ACCORDING TO SAID RECORD OF SURVEY, SAID CORNER ALSO BEING IN THE SOUTHERLY LINE OF SAID PARCEL "A"; THENCE S. 22° 58' 05" WEST, ALONG SAID SOUTHERLY LINE, 295.77 FEET; THENCE S. 22° 11' 27" WEST ALONG SAID SOUTHERLY LINE 226.99 FEET; THENCE N. 73° 14' 04" WEST, ALONG SAID SOUTHERLY LINE, 21.42 FEET; THENCE N. 79° 01' 40" WEST, ALONG SAID SOUTHERLY LINE 224.17 FEET; THENCE N. 02° 27' 05" EAST, ALONG SAID SOUTHERLY LINE, 77.28 FEET; THENCE S. 82° 02' 05" WEST ALONG SAID SOUTHERLY LINE 73.19 FEET; THENCE N. 71° 06' 55" WEST, ALONG SAID SOUTHERLY LINE, 258.67 FEET; THENCE N. 43° 03' 55" WEST, ALONG SAID SOUTHERLY LINE, 110.99 FEET; THENCE N. 07° 23' 55" WEST ALONG SAID SOUTHERLY LINE 276.02 FEET; THENCE N. 49° 13' 13" WEST, ALONG SAID SOUTHERLY LINE, 303.94 FEET; THENCE N. 15° 45' 54" EAST, ALONG SAID SOUTHERLY LINE 249.50 FEET; THENCE N. 06° 51' 47" WEST ALONG SAID SOUTHERLY LINE 258.54 FEET; THENCE N. 76° 19' 04" WEST ALONG SAID SOUTHERLY LINE, 98.17 FEET; THENCE SOUTH 14° 05' 23" WEST ALONG SAID SOUTHERLY LINE, 99.13 FEET; THENCE N. 77° 17' 44" WEST 659.32 FEET; THENCE N. 12° 42' 16" EAST, 10.58 FEET TO A POINT IN A NON-TANGENT CURVE, THE CENTER OF SAID CURVE BEARS N. 12° 42' 16" EAST, 185.43 FEET; THENCE NORTHWESTERLY 298.87 FEET, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°

21' 01", TO A POINT OF TANGENCY; THENCE N. 15° 03' 17" EAST ALONG SAID TANGENT, 184.00 FEET, TO THE POINT OF BEGINNING.

LOT 3:

THAT PORTION OF PARCEL "A" AS SHOWN AND DELINEATED ON THAT CERTAIN RECORD OF SURVEY ENTITLED "A PORTION OF RANCHO ARROYO SECO AND THE CITY OF IONE", FILED FOR RECORD JANUARY 12, 1979 IN BOOK 31 OF MAPS AND PLATS AT PAGE 1, ET SEQ. RECORDS OF AMADOR COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT CALIFORNIA DIVISION OF HIGHWAYS REFERENCE MONUMENT 261 AS SHOWN ON STATE HIGHWAY MAP OF ROUTE 104, DISTRICT 10, AMADOR COUNTY, ON SHEET 16 OF 18; THENCE N. 66° 54' 19" WEST (BASIS OF BEARINGS), 1021.68 FEET, TO REFERENCE MONUMENT 250 AS SHOWN ON SAID MAP, SHEET 15 OF 18; THENCE S. 35° 10' 15" WEST, 3056.90 FEET, TO THE POINT OF BEGINNING; THENCE S. 24° 58' 41" EAST, 308.25 FEET; THENCE SOUTH 12° 33' 36" EAST, 134.50 FEET; THENCE SOUTH 01° 23' 11" WEST 433.60 FEET; THENCE SOUTH 69° 54' 21" EAST 115.46 FEET; THENCE SOUTH 10° 40' 32" WEST, 375.21 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHERLY 153.73 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16° 37' 09" TO A POINT OF TANGENCY; THENCE S. 05° 56' 37" EAST 50.70 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY 31.42 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00", TO A POINT OF TANGENCY; THENCE S. 84° 03' 23" WEST 93.49 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1530 FEET; THENCE WESTERLY 60.43 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2° 15' 46" TO A POINT IN A REVERSE CURVE, HAVING A RADIUS OF 270.00 FEET; THENCE WESTERLY 171.95 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 29' 20"; THENCE N. 16° 32' 48" E. 99.41 FEET; THENCE N. 43° 24' 05" WEST 58.65 FEET; THENCE N. 03° 01' 52" W. 370.73 FEET; THENCE N. 14° 33' 52" WEST 114.92 FEET; THENCE N. 22° 45' 12" WEST 113.34 FEET, THENCE N. 29° 01' 38" WEST 208.90 FEET; THENCE N. 62° 23' 01" WEST 169.29 FEET; THENCE N. 17° 28' 35" EAST 355.11 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 225.00 FEET; THENCE NORTHERLY 123.28 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31° 23' 34", TO A POINT OF TANGENCY; THENCE N. 13° 54' 59" WEST ALONG SAID TANGENT, 60.18 FEET; THENCE N. 76° 05' 01" EAST, 41.91 FEET; THENCE S. 82° 39' 49" EAST 373.53 FEET, TO THE POINT OF BEGINNING.

LOT 4:

THAT PORTION OF PARCELS "A" AND "B" AS SHOWN AND DELINEATED ON THAT CERTAIN RECORD OF SURVEY ENTITLED "A PORTION OF RANCHO ARROYO SECO AND THE CITY OF IONE", FILED FOR RECORD JANUARY 12, 1979 IN BOOK 31 OF MAPS AND PLATS AT PAGE 1, ET SEQ., RECORDS OF AMADOR COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT CALIFORNIA DIVISION OF HIGHWAYS REFERENCE MONUMENT 261 AS SHOWN ON STATE HIGHWAY MAP OF ROUTE 104, DISTRICT 10, AMADOR COUNTY ON SHEET 16 OF 18; THENCE N. 66° 54' 19" WEST (BASIS OF BEARINGS), 1021.68 FEET, TO REFERENCE MONUMENT 250 AS SHOWN ON SAID MAP, SHEET 15 OF 18; THENCE S. 09° 31' 51" WEST 996.28 FEET, TO THE POINT OF BEGINNING; THENCE S. 54° 05' 25" EAST 668.25 FEET; THENCE S. 35° 54' 35" WEST 75.00 FEET; THENCE S. 22° 26' 40" WEST 173.77 FEET; THENCE S. 04° 55' 01" WEST 82.01 FEET; THENCE S. 89° 08' 04" WEST 244.74 FEET; THENCE S. 61° 08' 04" WEST, 174.53 FEET; S. 33° 08' 04" W. 331.38 FEET; THENCE S. 14° 41' 58" WEST 31.62 FEET; THENCE S. 33° 08' 04" WEST 60.00 FEET THENCE S. 67° 32' 10" WEST 127.05 FEET; THENCE S. 30° 56' 47" WEST 99.19 FEET; THENCE S. 05° 38' 36" EAST 322.06 FEET; THENCE S. 14° 31' 49" WEST 139.69 FEET; THENCE S. 68° 33' 10" WEST 359.61 FEET; THENCE S. 16° 04' 52" WEST 169.89 FEET; THENCE S. 27° 44' 19" EAST, 70.13 FEET; THENCE S. 86° 29' 31" EAST 100.00 FEET; THENCE N. 74° 21' 05" EAST 143.04 FEET; THENCE N. 71° 25' 35" EAST, 198.13 FEET; THENCE S. 44° 55' 54" EAST 91.54 FEET; THENCE S. 17° 42' 03" EAST, 74.16 FEET; THENCE S. 00° 16' 17" WEST 129.64 FEET; THENCE S. 58° 54' 24" WEST 107.94 FEET; THENCE SOUTH 68° 01' 37" WEST 452.88 FEET; THENCE S. 75° 04' 30" WEST 169.24 FEET; THENCE

N. 24° 11' 26" WEST 100.54 FEET; THENCE N. 38° 51' 43" WEST 112.77 FEET, THENCE N. 71° 46' 35" WEST 273.38 FEET; TO A POINT IN A NON-TANGENT CURVE, TO THE CENTER OF SAID CURVE BEARS N. 83° 00' 36" WEST 480.00 FEET; THENCE NORTHERLY 38.27 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4° 34' 06" TO A POINT OF TANGENCY; THENCE N. 02° 25' 18" EAST, 162.40 FEET; THENCE N. 53° 37' 15" EAST 153.98 FEET; THENCE N. 09° 25' 02" WEST, 153.81 FEET; THENCE N. 24° 58' 41" WEST 334.59 FEET; THENCE N. 07° 49' 08" WEST 65.64 FEET; THENCE N. 09° 32' 50" EAST, 542.96 FEET; THENCE N. 07° 24' 10" EAST, 400.50 FEET; THENCE S. 75° 59' 02" EAST 52.78 FEET; THENCE N. 23° 00' 58" EAST 50.00 FEET; THENCE S. 63° 04' 55" EAST 123.48 FEET; THENCE S. 15° 14' 02" EAST 25.00 FEET; THENCE S. 75° 59' 02" EAST 20.00 FEET; TO A POINT IN A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, THE CENTER OF SAID CURVE BEARS N. 89° 50' 16" EAST 500.00 FEET; THENCE NORTHEASTERLY 435.77 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49° 56' 07"; THENCE N. 40° 50' 11" WEST 114.25 FEET; THENCE N. 18° 20' 11" WEST 290.44 FEET; THENCE N. 65° 22' 24" EAST 480.14 FEET; TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 545.00 FEET; THENCE NORTHEASTERLY 104.34 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10° 58' 08" TO A POINT OF REVERSE CURVATURE, HAVING A RADIUS OF 20.00 FEET; THENCE EASTERLY 28.16 FEET ALONG THE ARC OF SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE 80° 39' 33", TO A POINT OF REVERSE CURVATURE, HAVING A RADIUS OF 780.00 FEET; THENCE SOUTHEASTERLY 124.62 FEET ALONG THE ARC OF SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 9° 09' 14" TO A POINT OF TANGENCY; THENCE S. 54° 05' 25" E. ALONG SAID TANGENT, 444.11 FEET; THENCE S. 35° 54' 35" WEST 125.00 FEET, TO THE POINT OF BEGINNING.

LOT 5:

THAT PORTION OF PARCEL "B" AS SHOWN AND DELINEATED ON THAT CERTAIN RECORD OF SURVEY ENTITLED "A PORTION OF RANCHO ARROYO SECO AND THE CITY OF IONE", FILED FOR RECORD JANUARY 12, 1979 IN BOOK 31 OF MAPS AND PLATS AT PAGE 1, ET SEQ., RECORDS OF AMADOR COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

COMMENCING AT CALIFORNIA DIVISION OF HIGHWAYS REFERENCE MONUMENT 261 AS SHOWN ON STATE HIGHWAY MAP OF ROUTE 104, DISTRICT 10, AMADOR COUNTY ON SHEET 16 OF 18; THENCE N. 66° 54' 19" WEST (BASIS OF BEARINGS), 1021.68 FEET, TO REFERENCE MONUMENT 250 AS SHOWN ON SAID MAP, SHEET 15 OF 18, THENCE S. 01° 10' 39" WEST 2748.13 FEET, TO THE POINT OF BEGINNING; THENCE S. 24° 33' 24" EAST 200.00 FEET; THENCE S. 33° 36' 06" E., 140.00 FEET; THENCE S. 41° 04' 44" EAST 475.00 FEET; THENCE S. 10° 35' 33" EAST 213.15 FEET; THENCE S. 13° 42' 57" WEST 364.22 FEET; THENCE N. 76° 17' 03" WEST 335.00 FEET; THENCE N. 13° 42' 57" EAST 191.92 FEET; THENCE N. 17° 12' 19" WEST 986.61 FEET; THENCE N. 85° 28' 14" EAST 146.69 FEET, TO THE POINT OF BEGINNING.

LOT 6:

THAT PORTION OF PARCELS "A" AND "B" AS SHOWN AND DELINEATED ON THAT CERTAIN RECORD OF SURVEY ENTITLED "A PORTION OF RANCHO ARROYO SECO AND THE CITY OF IONE" FILED FOR RECORD JANUARY 12, 1979 IN BOOK 31 OF MAPS AND PLATS AT PAGE 1, ET SEQ., RECORDS OF AMADOR COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

COMMENCING AT CALIFORNIA DIVISION OF HIGHWAYS REFERENCE MONUMENT 261 AS SHOWN ON STATE HIGHWAY MAP ROUTE 104, DISTRICT 10, AMADOR COUNTY ON SHEET 16 OF 18; THENCE N 66° 54' 19" WEST (BASIS OF BEARINGS), 1021.68 FEET, TO REFERENCE MONUMENT 250 AS SHOWN ON SAID MAP, SHEET 15 OF 18, THENCE S. 46° 53' 21" EAST, 254.30 FEET, TO THE POINT OF BEGINNING, IN THE SOUTHWEST RIGHT OF WAY LINE OF STATE HIGHWAY ROUTE 104; THENCE S. 66° 57' 58" EAST, ALONG SAID SOUTHWEST LINE 581.76 FEET; THENCE S. 64° 23' 14" EAST, 222.24 FEET, TO A POINT IN A NON-TANGENT CURVE, THE CENTER OF SAID CURVE BEARS S 23° 02' 03" WEST, 1930.05 FEET; THENCE SOUTHEASTERLY 702.52 FEET ALONG THE ARC OF SAID CURVE AND SOUTHWESTERLY LINE, THROUGH A CENTRAL ANGLE OF 20° 51' 18" THENCE S. 27° 39' 43" WEST ALONG SAID SOUTHWESTERLY LINE, 20.00 FEET; THENCE S. 62° 19' 53" EAST ALONG SAID SOUTHWESTERLY LINE, 64.52 FEET, TO A POINT IN A NON-TANGENT CURVE, THE CENTER OF SAID CURVE BEARS S. 45° 53' 41" WEST 1930.05

FEET; THENCE SOUTHEASTERLY 401.57 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11° 55' 16" TO A POINT OF TANGENCY; THENCE S. 32° 11' 03" EAST, ALONG SAID SOUTHWESTERLY LINE 363.89 FEET; THENCE S. 33° 49' 15" EAST, ALONG SAID SOUTHWESTERLY LINE, 340.07 FEET; THENCE N. 68° 42' 01" WEST, ALONG THE NORTHERLY LINE OF "PRESTON SUBDIVISION" ACCORDING TO BOOK 2 OF SUBDIVISIONS, AT PAGE 15, RECORDS OF AMADOR COUNTY, 207.40 FEET; THENCE N. 82° 03' 19" WEST, ALONG SAID NORTHERLY LINE, 145.20 FEET; THENCE N. 40° 27' 13" WEST, ALONG SAID NORTHERLY LINE, 110.19 FEET; THENCE N. 70° 59' 38" WEST, ALONG SAID NORTHERLY LINE, 217.10 FEET; THENCE S. 62° 27' 33" WEST, ALONG SAID NORTHERLY LINE 50.88 FEET; THENCE N. 73° 58' 55" WEST 260.93 FEET; THENCE S. 51° 28' 11" WEST 254.77 FEET; THENCE S. 12° 49' 49" WEST 138.66 FEET; THENCE S. 05° 05' 10" EAST, 215.06 FEET, THENCE S. 26° 09' 56" EAST, 127.11 FEET; THENCE N. 60° 13' 19" EAST 125.00 FEET, TO A POINT IN A NON-TANGENT CURVE, THE CENTER OF SAID CURVE BEARS N. 60° 13' 19" EAST 375.00 FEET; THENCE SOUTHEASTERLY 115.00 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17° 34' 15"; THENCE S. 46° 22' 06" WEST, 339.44 FEET; THENCE S. 47° 04' 26" WEST 618.37 FEET; THENCE S. 54° 48' 43" WEST 150.20 FEET; THENCE S. 82° 34' 40" WEST 88.60 FEET; THENCE N. 40° 48' 31" WEST 220.58 FEET; THENCE N. 20° 06' 40" WEST 44.49 FEET; THENCE N. 10° 14' 11" WEST 54.81 FEET; THENCE N. 07° 01' 12" EAST 55.16 FEET; THENCE N. 26° 03' 35" EAST 40.73 FEET; THENCE N. 34° 08' 04" EAST 811.40 FEET; THENCE N. 23° 04' 06" E., 25.06 FEET; THENCE N. 55° 51' 56" WEST 120.19 FEET; THENCE N. 34° 08' 04" EAST, 42.97 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 380.00 FEET; THENCE NORTHERLY 207.81 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31° 19' 59"; THENCE N 72° 48' 40" EAST, 177.60 FEET; THENCE S. 66° 42' 22" EAST, 134.19 FEET; THENCE N. 65° 18' 49" EAST, 143.16 FEET; THENCE N. 17° 36' 28" EAST 375.21 FEET; THENCE N. 54° 53' 39" WEST 581.06 FEET; THENCE S. 79° 03' 44" WEST 557.46 FEET; THENCE S. 35° 54' 35" WEST 65.00 FEET; THENCE N. 54° 05' 25" WEST 315.83 FEET; THENCE N. 23° 01' 38" EAST 693.12 FEET, TO THE POINT OF BEGINNING.

LOT 7:

THAT PORTION OF PARCEL "B" AS SHOWN AND DELINEATED ON THAT CERTAIN RECORD OF SURVEY ENTITLED "A PORTION OF RANCHO ARROYO SECO AND THE CITY OF IONE", FILED FOR RECORD JANUARY 12, 1979 IN BOOK 31 OF MAPS AND PLATS AT PAGE 1 ET SEQ., RECORDS OF AMADOR COUNTY, CALIFORNIA DESCRIBED AS FOLLOWS:

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ALSO EXCEPTING THEREFROM THAT CERTAIN PARCEL DESCRIBED IN THE FINAL ORDER OF CONDEMNATION RECORDED AUGUST 8, 2002 INST. NO. 2002/009452 OF AMADOR COUNTY OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM LOTS 1 THRU 59 OF FINAL SUBDIVISION MAP NO. 145 FOR CASTLE OAKS VILLAGE 1, FILED FOR RECORD NOVEMBER 21, 2005 IN BOOK 8 OF SUBDIVISION MAPS AT PAGE 62 THRU 66 AMADOR COUNTY OFFICIAL RECORDS.

ALSO EXCEPTING LOTS 88 THRU 143, 254 THRU 262, 357 THRU 454 AND LOTS A, B, C, D, E, F, G AND H OF CASTLE OAKS VILLAGE UNIT 3, FILED FOR RECORD DECEMBER 4, 2006 IN BOOK 9 OF SUBDIVISION MAPS AT PAGE 17 OF AMADOR COUNTY OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM LOTS A,B,C,D,F,G,H AND I, AND LOTS 278 THRU 355 OF CASTLE OAKS VILLAGE UNIT 4, FILED FOR RECORD DECEMBER 20, 2006 IN BOOK 9 OF SUBDIVISION MAPS AT PAGE 34, AMADOR COUNTY RECORDS.

APN 005-320-041-000; 005-320-042-000; 005-320-043-000

PARCEL TWO:

ALL THAT PROPERTY AS CONTAINED IN THAT CERTAIN GRANT DEED EXECUTED BY CITY OF IONE, TO JTS COMMUNITIES, INC., A CALIFORNIA CORPORATION, RECORDED NOVEMBER 15, 2006 INST. NO. 2006/0013478 OF AMADOR COUNTY OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL PARCELS IN THE ABOVE REFERENCED DOCUMENT LYING WITH CASTLE OAKS VILLAGE 1, AND CASTLE OAKS VILLAGE UNIT 3 PORTION OF APN 005-320-041-000; 005-320-042-000; 005-320-043-000

PARCEL THREE:

LOTS L AND N OF CASTLE OAKS UNIT NO. 1, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED FOR RECORD ON JUNE 5, 1992 IN BOOK 6 OF SUBDIVISION MAPS PAGE 81, AMADOR COUNTY RECORDS.

EXCEPTING THEREFROM ALL MINERAL DEPOSITS AS DEFINED BY SECTION 6407 OF THE PUBLIC RESOURCES CODE, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE SUCH DEPOSITS, WITHOUT SURFACE RIGHTS OF ENTRY ABOVE A DEPTH OF 500 FEET FROM THE SURFACE; AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN THE DEED TO THE CITY OF IONE, RECORDED DECEMBER 30, 1988 IN BOOK 559 PAGE 582, AMADOR COUNTY RECORDS.

APN 005-320-033-000; 005-320-031-000

PARCEL FOUR:

LOT M OF CASTLE OAKS UNIT NO. 1, IN THE CITY OF IONE, COUNTY OF AMAODR, STATE OF CALIFONRIA, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED FOR RECORD ON JUNE 5TH, 1992 IN BOOK 6 OF SUBDIVISION MAPS, PAGE 81, AMADOR COUNTY RECORDS.

EXCEPTING THEREFROM ALL MINERAL DEPOSITS AS DEFINED BY SECTION 6407 OF THE PUBLIC RESOURCES CODE, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE SUCH DEPOSITS, WITHOUT SURFACE RIGHTS OF ENTRY ABOVE A DEPTH OF 500 FEET FROM THE SURFACE; AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN THE DEED TO THE CITY OF IONE, RECORDED DECEMBER 30, 1988 IN BOOK 559 PAGE 582, AMADOR COUNTY OFFICIAL RECORDS.

APN 005-320-032-000

PARCEL FIVE:

LOT J, OF CASTLE OAKS UNIT NO. 1, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED FOR RECORD ON JUNE 5, 1992 IN BOOK 6 OF SUBDIVISION MAPS PAGE 81, AMADOR COUNTY RECORDS.
EXCEPTING THEREFROM ALL MINERAL DEPOSITS AS DEFINED BY SECTION 6407 OF THE PUBLIC RESOURCES CODE, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE SUCH DEPOSITS, WITHOUT SURFACE RIGHTS OF ENTRY ABOVE A DEPTH OF 500 FEET FROM THE SURFACE; AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN THE DEED TO THE CITY OF IONE, RECORDED DECEMBER 30, 1988 IN BOOK 559 PAGE 582, AMADOR COUNTY RECORDS.

APN 005-320-035-000

PARCEL SIX:

LOTS, A,B,C,D,E, F, G, H, AND I AND LOTS 278 THRU 355 OF CASTLE OAKS VILLAGE UNIT 4, FILED FOR RECORD DECEMBER 20, 2006 IN BOOK 9 OF SUBDIVISION MAPS PAGE 34, AMADOR COUNTY OFFICIAL RECORDS.

APN 005-480-001-000 THRU 005-480-045-000; 005-490-001-000 THRU 005-490-042-000

A.P.N. :



City of Ione
P.O. Box 398
1 E. Main Street
Ione, CA 95640



PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Ione will conduct a public hearing to give the public an opportunity to comment on the following item:

Adopting an Ordinance Amending the Castle Oaks Development Agreement

The City Council will review this item on Tuesday, November 3, 2020 at 6:00 P.M. at City Council Chambers, 1 East Main Street, Ione, California. Additional information on this item is available for public review during regular business hours, Monday through Friday, 8:00 a.m. to 4:30 p.m. at City Hall.

Interested persons should attend the City Council Meeting on November 3, 2020 in order to make your comments known. If you are unable to attend the public hearing, you may direct written comments to Janice Traverso, City Clerk, City of Ione, P.O. Box 398, Ione, CA 95640 or jtraverso@ione-ca.com or you may call 209-274-2412, ext. 102 between the hours of 8:00 a.m. and 4:30 p.m. weekdays.

Dated: October 23, 2020

Janice Traverso
City Clerk

Agenda Item

4

DATE: November 10, 2020

TO: Lone City Council

FROM: Jon G. Hanken, City Manager

SUBJECT: Draft Consulting Services Agreement for City Planner Services between City of Lone and De Novo Planning Group

RECOMMENDED ACTION: None. Council is being asked to review and make recommendations for changes to the draft Consulting Services Agreement for City Planner Services between City of Lone and De Novo Planning Group.

Motion: _____ / _____.

FISCAL IMPACT: De Novo's hourly rates are listed in Attachment B of the draft agreement.

BACKGROUND: At the October 20, 2020 City Council meeting, the Lone Council approved awarding a three year agreement to De Novo Planning Group and directed staff to draft an agreement. Attached is a revised draft agreement for Council to review and make recommendations for changes. The agreement is consistent with De Novo's previous agreement.

Council requested staff to inquire if Beth Thompson could serve as the lead planner for the City. Beth Thompson, Principal with De Novo, responded by saying they would like to keep April as the City Planning. Ms. Thompson would continue to administer the agreement and would lead the General Plan and ADU Handbook components of the SB2 work activities.

Council also requested some additions to the proposed De Novo contract's Scope of Work found in Attachment A. They included:

De Novo will update all land use applicants on a weekly basis regarding their application status from the time their application is submitted until it is completed.

De Novo will attend regularly scheduled Community Development Meetings.

Attachments: Revised Consulting Services Agreement for City Planner Services between City of Lone and De Novo Planning Group.

**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 December 31, 2023. This agreement can be extended for two one-year terms at the sole discretion of the Ione City Council. 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 duplicate 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 Expenses.** 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 subconsultant, 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, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms 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, if 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.
- e. 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.

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

4.3.2 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.

4.3.3 The policy must contain a cross liability clause.

4.3.4 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 the City Manager 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 Suncast 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

26-2962235
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 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.
- 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.

EXHIBIT B

FEE SCHEDULE

Staff Position	Rate
Primary Staff	
City Planner, April Wooden	\$105
Principal Planner, Beth Thompson	\$110
Senior Planner/Urban Designer, Martti Eckert	\$105
Assistant Planner, Jeff Setterlund	\$80
Support Staff and Outside Costs	
Principal Planner	\$110
Senior Planner/Urban Designer	\$105
Associate Planner	\$90
Assistant Planner	\$80
Planning Technician	\$70
Graphics/GIS Services	\$85
Planning Commission Secretary	\$75
Biologist	\$115
Direct costs (printing, shipping, transcription, etc.)	At cost, no mark-up
Subconsultants (traffic, noise, cultural, etc.)	At cost, no mark-up
Fee adjustments: Fees will be adjusted annually by up to 1.5% per year on or after January 1, 2022.	

Agenda Item

#5

DATE: November 4, 2020

TO: Lone City Council

FROM: Jon G. Hanken, City Manager

SUBJECT: Agreement between Amador County and the City of Lone Regarding Reimbursement of Eligible Expenses for a Back-up Generator at E.B. Hall.

RECOMMENDED ACTION: Council is being asked to approve an agreement between Amador County and the City of Lone regarding reimbursement of eligible expenses for a back-up generator at E.B. Hall.

Motion: _____ / _____.

FISCAL IMPACT: If approved, the City will receive \$100,000 for a back-up generator at E.B. Hall.

BACKGROUND: On March 27, 2020, the President signed into law the Coronavirus Aid, Relief, and Economic Security Act ("CARES" Act), Public Law 116-136. Section 601(a)(1) of the Social Security Act as added by section 5001 of the CARES Act provides \$150 billion to states and other eligible entities for the purpose of providing funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency.

Amador County has been allocated approximately \$3.8 Million in CARES Act funding passed through from the State of California. The City was allocated CARES Act funding from the State of California in the Amount of \$98,000; however, that funding was insufficient to address all of its impacts caused by the COVID-19 health emergency. Amador County is willing reimburse the City of Lone for certain eligible expenditures related to the COVID-19 public health emergency from the County's CARES Act funding.

The County has approved a \$100,000 for a back-up generator at E.B. Hall. Staff provided the County with an estimate for a 150kw Generac Generator from Short Circuit Electric, Inc. and the electrical load requirements at E.B. Hall as requested by Amador County General Services Office. The generator has been order and is anticipated to be installed by the end of November. The monies have to be expended by December 30, 2020.

Attachments: Draft Agreement between Amador County and the City of Lone regarding reimbursement of eligible expenses for a back-up generator at E.B. Hall.

**AGREEMENT REGARDING REIMBURSEMENT OF ELIGIBLE EXPENSES
RELATED TO COVID-19**

THIS AGREEMENT REGARDING REIMBURSEMENT OF ELIGIBLE EXPENSES RELATED TO COVID-19 (this "Agreement") is entered into as of _____, 2020 by and between the COUNTY OF AMADOR, a political subdivision of the State of California ("County") and the CITY OF IONE, a municipal corporation ("City").

RECITALS

A. On March 27, 2020, the President signed into law the Coronavirus Aid, Relief, and Economic Security Act ("CARES" Act), Public Law 116-136. Section 601(a)(1) of the Social Security Act as added by section 5001 of the CARES Act provides \$150 billion to states and other eligible entities for the purpose of providing funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency.

B. The County has been allocated approximately \$3.8 Million in CARES Act funding passed through from the State of California.

C. The City was similarly allocated CARES Act funding from the State of California; however, that funding was insufficient to address all of its impacts caused by the COVID-19 health emergency.

D. The County is willing reimburse the City for certain eligible expenditures related to the COVID-19 public health emergency from the County's CARES Act funding, and the City desires to receive the reimbursement from the County pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **RECITALS**. The parties acknowledge the truth of the above recitals, which are incorporated into this Agreement by this reference.
2. **REIMBURSEMENT OF ELIGIBLE COVID-19 Expenses**. The County agrees to reimburse the City for up to \$100,000 for expenses for the purchase and installation of an emergency generator at Evalynn Bishop Hall incurred in responding to the COVID-19 public health emergency from the CARES Act fund allocated to the County. Eligible expenses are describe in more detail on Attachment A, attached and incorporated by this reference, which describes the reimbursable expenses. The County is not obligated to reimburse any expenses related to payroll costs, or any expenses the County, in its sole discretion, determines to be ineligible.

3. THE CITY'S OBLIGATIONS. In order to receive reimbursement from the County, the City shall do all of the following:

a. The City shall submit any reimbursement request(s) to the County no later than December 18, 2020 as described in more detail in **Attachment A**, with all of the necessary backup information described therein.

b. The City shall only seek reimbursement for expenses described on **Attachment A**, that meet the criteria of Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act, and that have not been reimbursed in whole or part by any other federal funds.

c. The City shall actively cooperate in any review or audit of the County's expenditures of CARES Act funds as it relates to any reimbursement to the City.

d. In the event any reimbursement to the City is determined ineligible for reimbursement under the CARES Act by any state or federal agency, the City agrees to hold harmless the County and to repay any disallowed amounts to the County within 90 days of any final determination.

4. TERM. This Agreement shall expire one year from the date of this Agreement, unless extended in writing by the parties; however the City's obligations set forth in subparagraphs c, and d of paragraph 3, above, shall remain in effect during the pendency and resolution of any state or federal review or audit, or until the expiration of any state or federal audit period related to the expenditure of CARES Act funds related to the COVID-19 public health emergency, whichever is later.

5. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To City: NAME
 TITLE
 ADDRESS
 CITY, CA ZIP

To County: Chuck Iley
 County Administrative Officer
 810 Court Street
 Jackson, CA 94642

6. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged.

7. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California and that the venue for any action to enforce provisions of this Agreement shall be in Amador County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF AMADOR

CITY OF IONE

BY: _____
Chairman, Board of Supervisors

BY: _____

ATTEST:
JENNIFER BURNS, Clerk of the Board of
Supervisors

ATTEST:
City Clerk

BY: _____

BY: _____

APPROVED AS TO FORM:
Office of the County Counsel

APPROVED AS TO FORM:
Counsel for City of Ione

BY: _____
Gregory Gillott

BY: _____

ATTACHMENT A

Amador County Coronavirus Relief Funding

Amador County will reimburse City of Lone for up to \$100,000.00 for expenses for the purchase and installation of an emergency generator at Evalynn Bishop Hall incurred in responding to COVID-19 from the Coronavirus Relief Funds we'll be receiving from the State as part of the CAREs Act. We are not reimbursing for any payroll costs or items that can't be documented as having been paid by the agency during the eligible period. Items cannot have been reimbursed by another grant or similar source.

The CARES Act provides that payments from Coronavirus Relief fund (CRF) may only be used to cover costs that are

- Are necessary expenditures incurred due to the public health emergency with respect to the COVID-19
- Not accounted for in the budget most recently approved as of March 27, 2020
- Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020

Eligible Items:

- Personal Protective Equipment
- Costs for acquisition of medical and protective supplies, including sanitizing products in connection with the COVID-19 public health emergency
- Costs for public safety measures
- Hardware or software costs for developing online or automated processes for work that previously required in-person visits for employees and customers/citizens
- Costs for carrying out public health orders

What we'll require for reimbursement:

- 1) Letter from Agency on letterhead addressed to Chuck Iley, CAO, requesting reimbursement (total dollar amount) and a brief description of how the item(s) are necessary due to the COVID-19 public health emergency
- 2) Invoice(s) for purchases (copy of original)
- 3) Proof of delivery (item has to be delivered by 12/30/20 to be eligible)
- 4) Proof of payment from agency (copy of cancelled check)
- 5) Agreement for reimbursement to the county if expenses are disallowed by state (we will provide template)
- 6) Reimbursement request must be received by County by 12/18/20

*****Please contact Karen Scaccianoce, Amador County Budget Director by 9/24/20 with agency's contact name and email, description of eligible expense(s), or questions about eligible expenditures. 209-223-6581 kscaccianoce@amadorgov.org***

Reimbursement requests can be mailed or emailed to
ciley@amadorgov.org cc to kscaccianoce@amadorgov.org

Amador County Administration
810 Court Street
Jackson, CA 95642
Attn: Chuck Iley

SHORT CIRCUIT ELECTRIC INC.
PO Box 38
Plymouth, CA 95669
(209) 245-3269
Shortcircuitelectricinc.com



August 31, 2020

Dear Evalynn Bishop Hall:

Thank you for the opportunity to conduct an in-home survey and review your standby power needs in detail. At SHORT CIRCUIT ELECTRIC INC., we strive to provide our customers with the best automatic standby solution, and offering Generac automatic standby generators allows us to offer the generator and transfer switch option that meets your unique requirements. As a result, we are pleased to offer you this personalized proposal.

Proposal For:

Evalynn Bishop Hall
600 S Church st
Ione, CA 95640
H: (209) 790-9200
twaklee@ione-ca.com

**Guardian 150KW LP Aluminum EPA
SCAQMD Proposal**

**Guardian 150KW LP Aluminum EPA
SCAQMD**

RECOMMENDED



QTY Generac items

- 1 Guardian 150KW LP Aluminum EPA SCAQMD
- 1 600 Amp Non-Service Rated 120/240 1Ø NEMA 3R
- 2 Wet Cell Battery - 26R
- 1 Surge Protection Device (SPD) 120/240 VAC Single Split Phase

QTY All labor included

- 1 All Labor included

QTY All material included

- 1 All Material included

QTY CONCRETE PAD

- 1 CONCRETE PAD PROVIDED

QTY Conduit - EMT

- 30 4" Conduit

QTY Conduit - Liquid Tight

3 1 1/2" Conduit

QTY GAS LINE BY PROPANE COMPANY

1 GAS LINE BY PROPANE COMPANY

QTY Liquid Cooled - High kW

1 30 Hour Service

QTY PERMIT

1 PERMIT Commercial

\$3,000.00

QTY Rental Equipment

1 Crane Rental

QTY TRENCHING

15 TRENCHING

QTY TRENCHING FOR PROPANE COMPANY

25 TRENCHING FOR PROPANE COMPANY

QTY Wire

30 350 MCM wire

Sub-Total:	\$69,386.73
Sales Tax:	\$4,989.97
Total:	\$74,376.70
Down Payment:	-\$1,000.00
Balance Due:	\$73,376.70

Generac is the #1 standby generator on the market today. SHORT CIRCUIT ELECTRIC INC. is a factory-authorized and certified dealer, trained in the proper application, installation, and service of all Generac automatic standby generators, assuring you the highest quality service and support for your generator.

Thank you for the opportunity to offer a Generac automatic standby generator to protect your home and family during a power outage. We will contact you to answer any additional questions and finalize the details of the installation of your automatic standby generator. Please feel free to contact us at (209) 245-3269 at any time.

All quotes are valid for 30 days.

Sincerely,

Adler SCE

I accept this proposal and wish to proceed with the purchase and installation of my Generac automatic standby generator.

Customer Name/Signature

Date _____

Dealer Name/Signature

Date _____

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Additional Comments:

--

Selected payment option: Cash/check

Notice of Cancellation

Date of Purchase: _____

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when you received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to SHORT CIRCUIT ELECTRIC INC., at PO Box 38 Plymouth, CA 95669 NOT LATER THAN MIDNIGHT OF

_____.

I HEREBY CANCEL THIS TRANSACTION.

(Date) _____

(Signature) _____



CUSTOMER CHECKLIST

Administration Preparation

- Dealer Site Survey
- Dealer Building permit

Installation Preparation

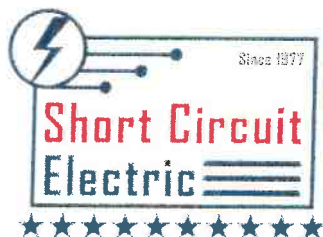
- Dealer Call Electric company

Installation

- Dealer Install base
- Dealer Mount transfer switch
- Contractor Install Fuel Line
- Homeowner Landscaping

Post Install / Activation / Followup

- Dealer Activation
- Dealer Demo a Simulated Outage
- Dealer Fuel Pressure Check
- Dealer Final Inspection



Terms & Conditions

- Short Circuit Electric will do everything in our power to install your generator in a timely manner. Sometimes schedules are delayed because of issues out of our control; including gas companies and the permitting process. We will give you an estimated installation date at the time of signing, but that date may change.
- Concrete, asphalt, or other hard surfaces may be cut to install wiring and/or gas line. If a cut is made, Short Circuit Electric will backfill with gravel to make the area safe until it can be repaired. Short Circuit Electric does not make repairs on concrete, asphalt, or any other hard surfaces. Any repairs needed will be at the expense of the customer.
- Your power will be shut off for approximately 1-4 hours on the day of your installation. Your installation could range from 1-4 days, depending on the size of the unit you purchased or problems that are unforeseen during installation. Please make necessary arrangements prior to the date of your installation.
- Deposits are 10% of the total price or \$1000.00, whichever is less. Deposits are non-refundable, unless your contract is canceled before the 3rd business day after signing the proposal.

BY SIGNING THE PROPOSAL, YOU ACCEPT AND AGREE TO THESE TERMS & CONDITIONS

Fixed-In-Place Appliances and Motors	Amps	Votls	Phase Calculation	Phase
Bar Fridge	8	115	1	1
Chest freezer	8	115	1	1
Fridge	9.1	115	1	1
Fridge	9.1	115	1	1
Parking Lot Lights	20	110	1	1
Photo Cell Lighting	20	110	1	1

Air Conditioning and Cooling	Amps	Volts	Phase Calculation	Phase
AC #1	20	460	1.732	3
AC #2	20	460	1.732	3
AC #3	20	460	1.732	3
AC #4	20	460	1.732	3
AC #5	20	460	1.732	3

Square footage (lights & receptacles)	
11,600	

Max Load (kw)	116.97 (kw) x 1.25 = 146.21 (kw)
---------------	----------------------------------

Final Recommendation	150 kw
----------------------	--------

Load (kw)
0.92
0.92
1.04
1.04
2.2
2.2

Load (kw)
15.93
15.93
15.93
15.93
15.93

Load (kw)
30

--

Agenda Item

6

DATE: November 4, 2020

TO: Lone City Council

FROM: Jon G. Hanken, City Manager

SUBJECT: Agreement between Amador County and the City of Lone Regarding Reimbursement of Eligible Fire Department Expenses Related to COVID-19.

RECOMMENDED ACTION: Council is being asked to approve an agreement between Amador County and the City of Lone regarding reimbursement of eligible Fire Department expenses related to COVID-19.

Motion: _____/_____.

FISCAL IMPACT: If approved, the City will receive \$10,000 for the Fire Department to reimburse eligible expenses incurred in responding to the COVID-19 public health emergency.

BACKGROUND: On March 27, 2020, the President signed into law the Coronavirus Aid, Relief, and Economic Security Act ("CARES" Act), Public Law 116-136. Section 601(a)(1) of the Social Security Act as added by section 5001 of the CARES Act provides \$150 billion to states and other eligible entities for the purpose of providing funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency.

Amador County has been allocated approximately \$3.8 Million in CARES Act funding passed through from the State of California. The City was allocated CARES Act funding from the State of California in the Amount of \$98,000; however, that funding was insufficient to address all of its impacts caused by the COVID-19 health emergency. Amador County is willing reimburse the City of Lone for certain eligible expenditures related to the COVID-19 public health emergency from the County's CARES Act funding.

The Fire Department will use the funds for:

- 1) Decon Fogger machine – Decon 7
- 2) EMS PPE Jackets – PPE personnel protection
- 3) N-95 mask – case
- 4) Online required training class program – Target Solutions
- 5) 2- computer systems for the fire station 1 & 2 Virtual Training
- 6) 2- White smart boards – Virtual Training for department due to unable to hold meetings or unable to attend live
- 7) 4- Tablets for the first out units for information with hot spot capacity

Attachments: Draft Agreement between Amador County and the City of Ione regarding reimbursement of eligible Fire Department expenses related to COVID-19.

AGREEMENT REGARDING REIMBURSEMENT OF ELIGIBLE EXPENSES RELATED TO COVID-19

THIS AGREEMENT REGARDING REIMBURSEMENT OF ELIGIBLE EXPENSES RELATED TO COVID-19 (this "Agreement") is entered into as of _____, 2020 by and between the COUNTY OF AMADOR, a political subdivision of the State of California ("County") and the CITY OF IONE FIRE DEPARTMENT, a municipal corporation ("City").

RECITALS

A. On March 27, 2020, the President signed into law the Coronavirus Aid, Relief, and Economic Security Act ("CARES" Act), Public Law 116-136. Section 601(a)(1) of the Social Security Act as added by section 5001 of the CARES Act provides \$150 billion to states and other eligible entities for the purpose of providing funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency.

B. The County has been allocated approximately \$3.8 Million in CARES Act funding passed through from the State of California.

C. The City was similarly allocated CARES Act funding from the State of California; however, that funding was insufficient to address all of its impacts caused by the COVID-19 health emergency.

D. The County is willing reimburse the City for certain eligible expenditures related to the COVID-19 public health emergency from the County's CARES Act funding, and the City desires to receive the reimbursement from the County pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. RECITALS. The parties acknowledge the truth of the above recitals, which are incorporated into this Agreement by this reference.
2. REIMBURSEMENT OF ELIGIBLE COVID-19 Expenses. The County agrees to reimburse the City of Ione Fire Department for up to \$10,000.00 of certain eligible expenses incurred in responding to the COVID-19 public health emergency from the CARES Act fund allocated to the County. Eligible expenses are describe in more detail on Attachment A, attached and incorporated by this reference, which describes the reimbursable expenses. The County is not obligated to reimburse any expenses related to payroll costs, or any expenses the County, in its sole discretion, determines to be ineligible.

3. THE CITY'S OBLIGATIONS. In order to receive reimbursement from the County, the City shall do all of the following:

a. The City shall submit any reimbursement request(s) to the County no later than December 18, 2020 as described in more detail in **Attachment A**, with all of the necessary backup information described therein.

b. The City shall only seek reimbursement for expenses described on **Attachment A**, that meet the criteria of Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act, and that have not been reimbursed in whole or part by any other federal funds.

c. The City shall actively cooperate in any review or audit of the County's expenditures of CARES Act funds as it relates to any reimbursement to the City.

d. In the event any reimbursement to the City is determined ineligible for reimbursement under the CARES Act by any state or federal agency, the City agrees to hold harmless the County and to repay any disallowed amounts to the County within 90 days of any final determination.

4. TERM. This Agreement shall expire one year from the date of this Agreement, unless extended in writing by the parties; however the City's obligations set forth in subparagraphs c, and d of paragraph 3, above, shall remain in effect during the pendency and resolution of any state or federal review or audit, or until the expiration of any state or federal audit period related to the expenditure of CARES Act funds related to the COVID-19 public health emergency, whichever is later.
5. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To City: NAME
 TITLE
 ADDRESS
 CITY, CA ZIP

To County: Chuck Iley
 County Administrative Officer
 810 Court Street
 Jackson, CA 94642

6. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged.

7. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California and that the venue for any action to enforce provisions of this Agreement shall be in Amador County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF AMADOR

CITY OF IONE

BY: _____
Chairman, Board of Supervisors

BY: _____

ATTEST:
JENNIFER BURNS, Clerk of the Board of
Supervisors

ATTEST:
City Clerk

BY: _____

BY: _____

APPROVED AS TO FORM:
Office of the County Counsel

APPROVED AS TO FORM:
Counsel for City of Ione

BY: _____
Gregory Gillott

BY: _____

ATTACHMENT A

Amador County Coronavirus Relief Funding

Amador County will reimburse City of Lone Fire Department for up to \$10,000.00 for necessary expenses (purchases) related to COVID-19 from the Coronavirus Relief Funds we'll be receiving from the State as part of the CAREs Act. We are not reimbursing for any payroll costs or items that can't be documented as having been paid by the agency during the eligible period. Items cannot have been reimbursed by another grant or similar source.

The CARES Act provides that payments from Coronavirus Relief fund (CRF) may only be used to cover costs that are

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What we'll require for reimbursement:

- 1) Letter from Agency on letterhead addressed to Chuck Iley, CAO, requesting reimbursement (total dollar amount) and a brief description of how the item(s) are necessary due to the COVID-19 public health emergency
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*****Please contact Karen Scaccianoce, Amador County Budget Director by 9/24/20 with agency's contact name and email, description of eligible expense(s), or questions about eligible expenditures. 209-223-6581 kscaccianoce@amadorgov.org***

Reimbursement requests can be mailed or emailed to
ciley@amadorgov.org cc to kscaccianoce@amadorgov.org

Amador County Administration
810 Court Street
Jackson, CA 95642
Attn: Chuck Iley

Agenda Item

7

DATE: November 9, 2020

TO: Lone City Council

FROM: Diane Wratten, Mayor
City of Lone

SUBJECT: Draft Letter to Amador County Board of Supervisors Related to Receiving an Update on the Mule Creek State Prison Sewage and Storm Water Discussions

RECOMMENDED ACTION: Staff is asking Council to approve a letter to be sent to the Amador County Board of Supervisors related to receiving an update on the Mule Creek State Prison Sewage and Storm Water Discussions.

Motion: _____ / _____.

FISCAL IMPACT: None at this time

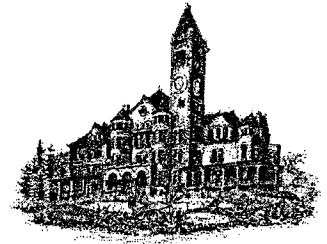
BACKGROUND: The Lone City Council requested a letter be drafted to the Amador County Board of Supervisors asking them to make a presentation to the Lone City Council related to the discussions occurring between the County and Mule Creek State Prison concerning the continued discharges of raw sewage and storm water contaminated by raw sewage from Mule Creek State Prison into Mule Creek.

Amador County sent a Notice of Violation and an intent to file suit under the Federal Water Pollution Control Act (Clean Water Act), but decided not to pursue the lawsuit as long as talks continued. It has been over 90 days since the Ledger Dispatch reported the County's willingness to wait on filing the lawsuit.

Staff is suggesting that this item be placed on City Council's Tuesday, December 15, 2020 meeting. This gives the County time to respond and prepare a presentation. A similar letter should also be sent to representatives of CDCR/Mule Creek State Prison and the Regional Water Quality and Control Board requesting their presence and participation as well. If approved the letter will be signed by the Mayor and mailed to Supervisor Patrick Crew, Chair of the Amador County Board of Supervisors.

Attachments: Draft Letter to Amador County Board of Supervisors related to receiving an update on the Mule Creek State Prison Sewage and Storm Water Discussions

City of Ione



November 10, 2020

Supervisor Patrick Crew, Chair
Amador County Board of Supervisors
810 Court Street
Jackson, CA 95642

Dear Chairman Crew:

The Ione City Council is requesting an update from the County on the discussions with the California Department of Corrections and Rehabilitation (CDCR) /Mule Creek State Prison (MCSP) and the Regional Water Quality and Control Board (RWQCB) related to their continued violations of the of the Clean Water Drinking Act. On behalf of the citizens of Amador County, the County Board sent a Notice of Violations and an intent to file suit under the Federal Water Pollution Control Act ("Clean Water Act"), but decided not to pursue the lawsuit as long as talks continued. It has been over 90 days since the Ledger Dispatch reported the County's willingness to wait on filing the lawsuit. The Ione City Council believes it is time to update the Citizens regarding the status of the talks or the filing of the suit.

Council invite you or a representative for the County to attend the City Council's Tuesday, December 15, 2020 meeting to provide an update related to these ongoing discussions with CSCR/Mule Creek State Prison. The City will also be inviting representatives from CDCR/MCSP) and RWQCB to present information at this meeting. Ione City Council meetings are held in Council Chambers, located at 1 East Main Street in Ione. Our meetings start at 6:00 p.m. and presenters can attend our meetings in person, call in (via phone), or online (via Gotomeeting.com).

The Ione City Council greatly appreciates the County's willingness to initiate litigation against CDCR for their continued discharges of raw sewage and storm water contaminated by raw sewage from MCSP into local surface waters. However, the public needs to be updated on the status of the discussions. If you have any questions related to our request, please feel free to contact me at (916) 717-9265 or via email at dwratten@ione-ca.com.

Sincerely,

Diane Wratten, Mayor
City of Ione

Agenda Item

#8

DATE: November 9, 2020

TO: Lone City Council

FROM: Jon Hanken, City Manager

SUBJECT: Award Castle Oaks Landscape Maintenance Contract to EcoUrban Landscapes

RECOMMENDED ACTION: Staff is requesting Council award Castle Oaks Landscape Maintenance Contract to EcoUrban Landscapes.

Motion: _____ / _____.

FISCAL IMPACT: EcoUrban Landscapes submitted a proposal in the amount of \$31,728 per year. (In 2017, Simmons Landscape Services bid was \$34,800.) Funds to pay for the landscape maintenance services come from the revenues collected from the properties in the Communities Facilities District (CFD) No. 2005-2 (Improvement Area No. 3), Communities Facilities District (CFD) No. 2009-3, and the Castle Oaks Lighting and Landscaping Maintenance District (LLMD).

BACKGROUND: The City of Lone advertised the Castle Oaks Landscaping Services Agreement in October and proposal were due by 3:00 p.m. Monday, November 9, 2020. Specific tasks identified in the RFP included:

- A. Mow and maintain treed median and frontage. This includes trimming, pruning, fertilization, weed control, and maintenance of the irrigation system, of the area outlined on Attachment 1.
- B. Mow and maintain selected spaces in Subdivision Villages 4, 5 and 8 which has been or will be turned over to the City in the near future. The full list is provided in Attachment 2. This will include trimming, pruning, fertilization, weed control maintenance of irrigation system.
- C. Maintain area around pump building and open space (Village 3) on Spyglass Ave.
- D. Replace plants and shrubs as needed with a focus on low water usage vegetation.

- E. Clean, remove, and dispose of the debris created during mowing and maintenance in all areas.
- F. Additional spaces and responsibilities will be added as new villages are completed. These new areas will require a contract amendment to add services and costs to complete added services.

Three packets were sent out to prospective bidders, but only EcoUrban Landscapes submitted a proposal. The proposal is attached to this staff report. The bid amount was \$31,728 per year.

If awarded, staff will begin drafting a two year contract with a provision for two year extension.

Attachments: EcoUrban Landscapes' Landscape Maintenance proposal for Castle Oaks Development.



**Proposal for Landscape Maintenance
For the common areas of Castle Oaks Golf Course
for the City of Lone
November 2020**

City of Lone
RECEIVED

A. Schedule for implementation of the services outlined:

X
Notes:

EcoUrban Landscapes (EUL) is pleased to propose the following services for the Job Specifics listed in Sections A through F in the City's Request for Proposals (RFP). EUL will provide a regular crew of 2 workers, Mike Patterson and Chris Strong, to perform the specified tasks of the RFP by working approximately one day per week, with shorter visits on other days. Both workers are local Lone residents with long-term experience installing and maintaining low-maintenance, drought-tolerant landscapes for residents in the Lone area.

Please see the schedule below for our labor and material costs.

LABOR	hours/month 46	rate \$ 50.00	monthly cost \$ 2,300.00	\$ 2,300.00	1 day per week
TRAVEL	miles 200	\$ 0.55	\$ 109.00	\$ 109.00	25 miles/trip
GEAR	chems	\$ 35.00	\$ 35.00	\$ 235.00	
	fuel	\$ 100.00	\$ 100.00		
	equipment	\$ 100.00	\$ 100.00		
Monthly Total costs			\$ 2,644.00		
Yearly Total costs			\$ 31,728.00		

Note: Company profits are incorporated in labor rates

Please note that this bid does **not** include any services above and beyond the job specifics listed in the RFP. Any additional work, such as repair work on irrigation, new or replaced plants, topsoil amendment, and other work is **not** included in this proposal. Also note that it **can** be provided by **change order**. In such a case, EUL proposes labor rates of **\$50/hour** and **\$18/hour** with a **15-20% mark-up** on materials depending on travel and associated costs.

Regarding weeding and invasive plant removal, EUL plans to use less invasive means like hand pulling, organic pesticides, and use of power tools. If needed, a pest control service provider will be contracted.

EUL also requests a 3% annual inflation premium for the second or potentially third year of this project.

B. Fee Proposal

Yearly total proposed is \$31,728

Unit Price per Attachment 1: Not to exceed **\$22,210** per year (70%).

Unit Price per open spaces in Castle Oaks Villages 3,4,5: Not to exceed **\$9,518** per year (30%).

C. Accompany Materials

Included with bid:

- Copy of Contractor's License
- Liability Insurance listing the City of Lone as additionally insured



**Proposal for Landscape Maintenance
For the common areas of Castle Oaks Golf Course
for the City of Lone
November 2020**

D. References

- Thomas Stobaugh, Verizon Wireless, Jamestown, CA
Work cell: (209) 329-1452 - email: Thomas.stobaugh@verizonwireless.com
- David Cunningham, Verizon Wireless, Stockton, CA
Work cell: (925) 989-2198 - email: david.cunningham@verizonwireless.com
- John Williams, Botanist, Lincoln CA
Cell: (916) 390-5111 – email: jwecologist@sbcglobal.net

We appreciate the opportunity to provide services for the City and we look forward to potentially working with you on this project!

Regards,

A handwritten signature in blue ink, appearing to read 'Chris Strong', is written over a horizontal line.

Chris Strong
Owner
EcoUrban Landscapes
PO Box 411
Lone, CA 95640



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **962195** Entity **CORP**
Business Name **ECOURBAN DESIGNS INC**

Classification **C27**

Expiration Date **06/30/2021**

www.cslb.ca.gov



Any change of business address/name must be reported to the Registrar within 90 days.

This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.

This pocket card is valid through the expiration date only.

If found, drop in any mailbox.
Postage guaranteed by:
Contractors State License Board
P.O. Box 26000 Sacramento CA 95826

Licensee Signature



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 962195

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([C&P 7122.6](#)). If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([C&P 7021.1](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 10/24/2020 8:57:28 AM

Business Information

ECOURBAN DESIGNS INC
P O BOX 411
IONE, CA 95640
Business Phone Number: (209) 487-4802

Entity Corporation
Issue Date 06/15/2011
Expire Date 06/30/2021

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C27 - LANDSCAPING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [SURETEC INSURANCE COMPANY](#).

Bond Number: 237749

Bond Amount: \$15,000

Effective Date: 07/01/2020

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual CHRISTOPHER EDWIN STRONG certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 04/11/2018

This license has workers compensation insurance with the [SECURITY NATIONAL INSURANCE COMPANY](#)

Policy Number:SWC1296517

Effective Date: 07/31/2020

Expire Date: 07/31/2021

[Workers' Compensation History](#)

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[Accessibility Certification](#)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Placer West Insurance Services, Inc 595 McBean Park Drive, Ste. 1 Lincoln, CA 95648 License #: 0D58581	CONTACT NAME: Gloria Langley		
	PHONE (A/C No. Ext): (916)645-7816	FAX (A/C No): (916)645-9236	
	E-MAIL ADDRESS: gloria@placerwest.com		
INSURED EcoUrban Designs Inc PO Box 411 Ione, CA 95640	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Associated Industries Insurance		
	INSURER B: Security National Insurance		40533
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 00005897-230015

REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CN103193200	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	SWC1296517	07/31/2020	07/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Ione and its officers, employees, agents, contractors, consultants and volunteers are Additional Insured for the above named General Liability policy per attached Blanket Additional Insured Endorsement.

CERTIFICATE HOLDER

The City of Ione
1 East Main Street
PO Box 398
Ione, CA 95640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gynthia J. Elkins

(GJL)

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Agenda Item

#9

DATE: November 10, 2020

TO: Lone City Council

FROM: Jon G. Hanken, City Manager

SUBJECT: Discussion of Sidewalk to Howard Park through the lone Elementary School Property

RECOMMENDED ACTION: None. Discussion only

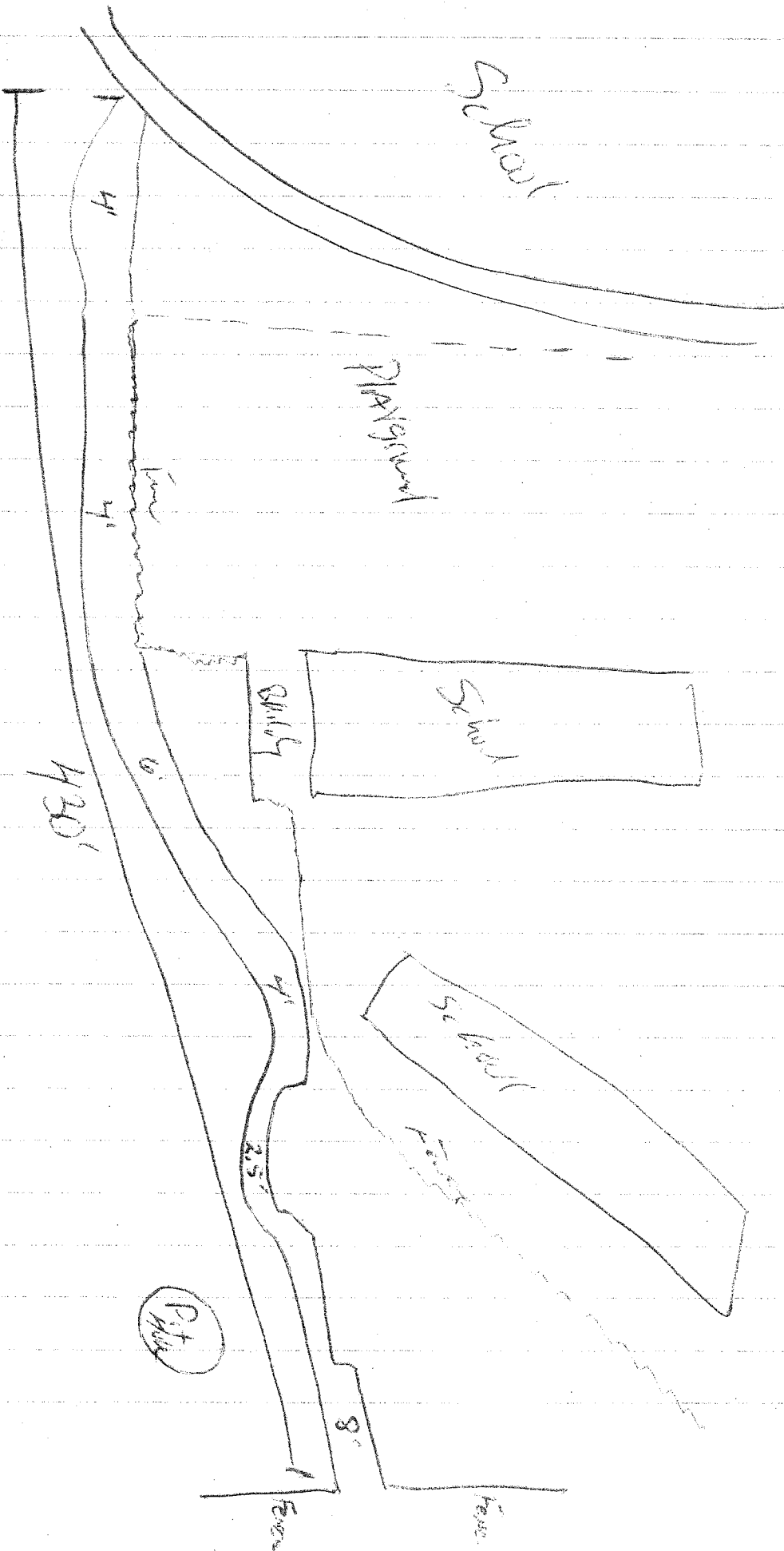
Motion: _____ / _____.

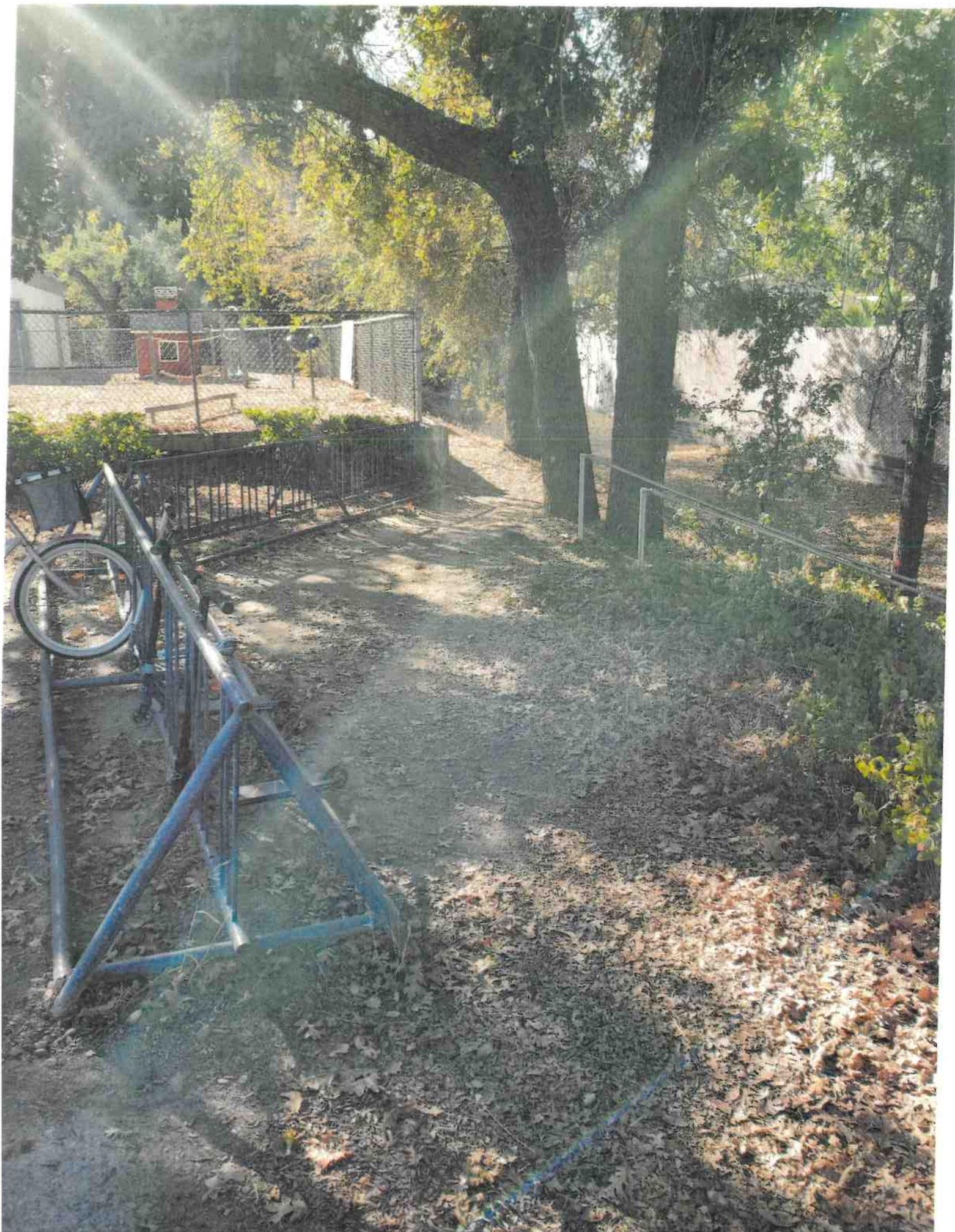
FISCAL IMPACT: None at this time.

BACKGROUND: Council requested discussion of a walking path/sidewalk from the end of the sidewalk of the sidewalk at the Elementary School to Howard Park be placed on the agenda.

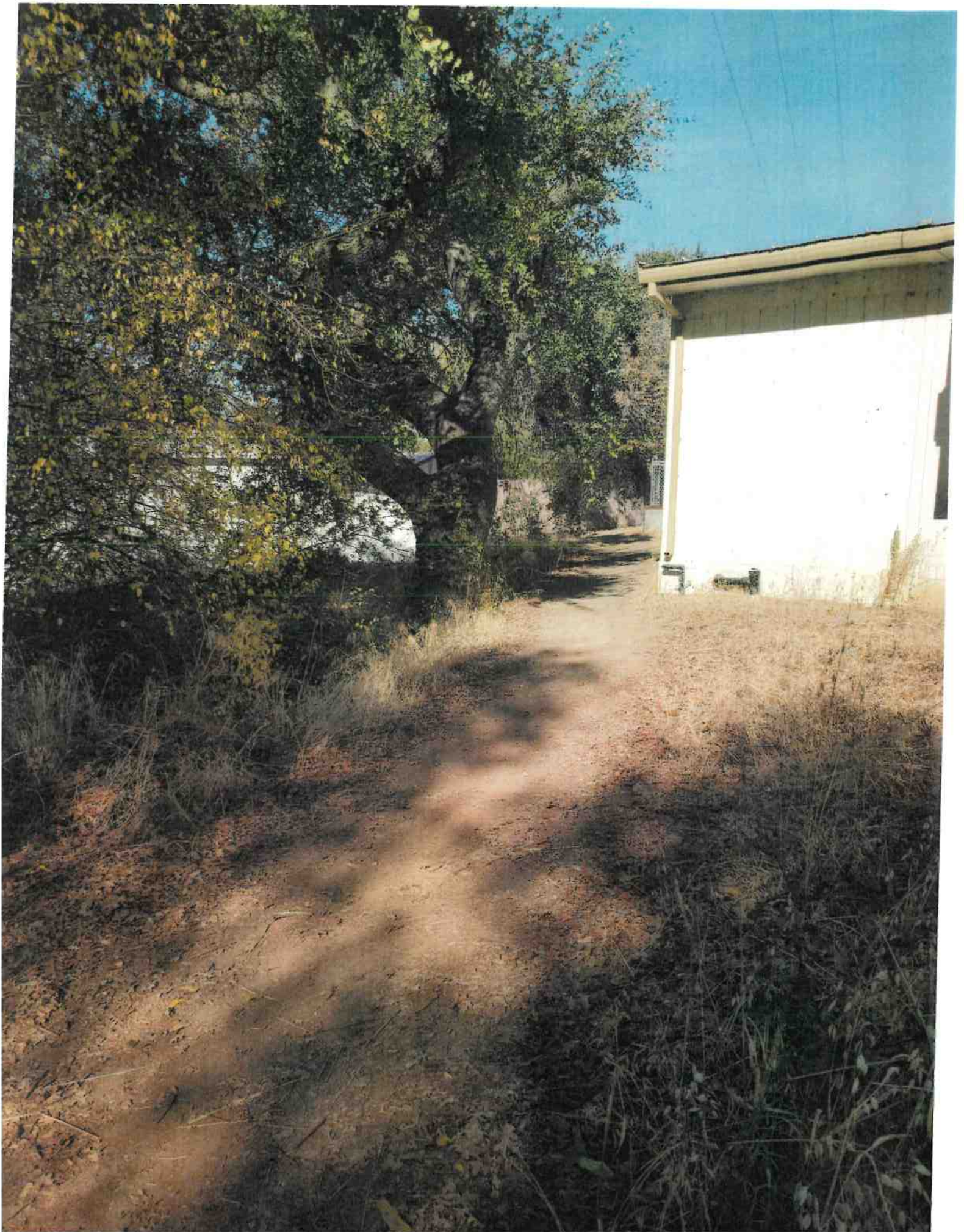
The distance between the sidewalk at the end of lone Street and the fence at Howard Park is approximately 430 feet. Fire Chief Mackey drew up site map (not to scale) and provided photos to give a visual representation of the pathway.

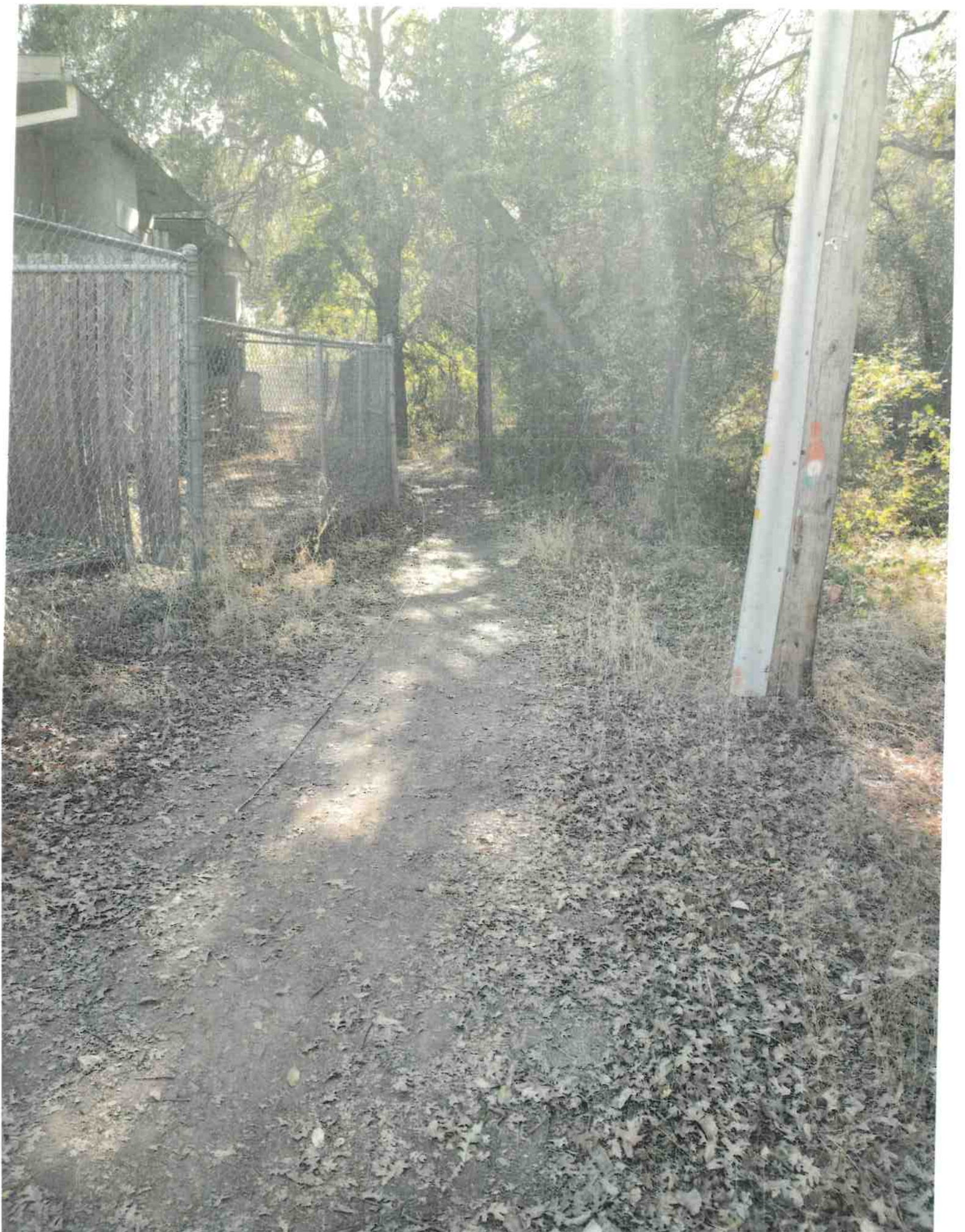
Attachments: Site map and photos of the pathway to the lone Elementary School to Howard Park.

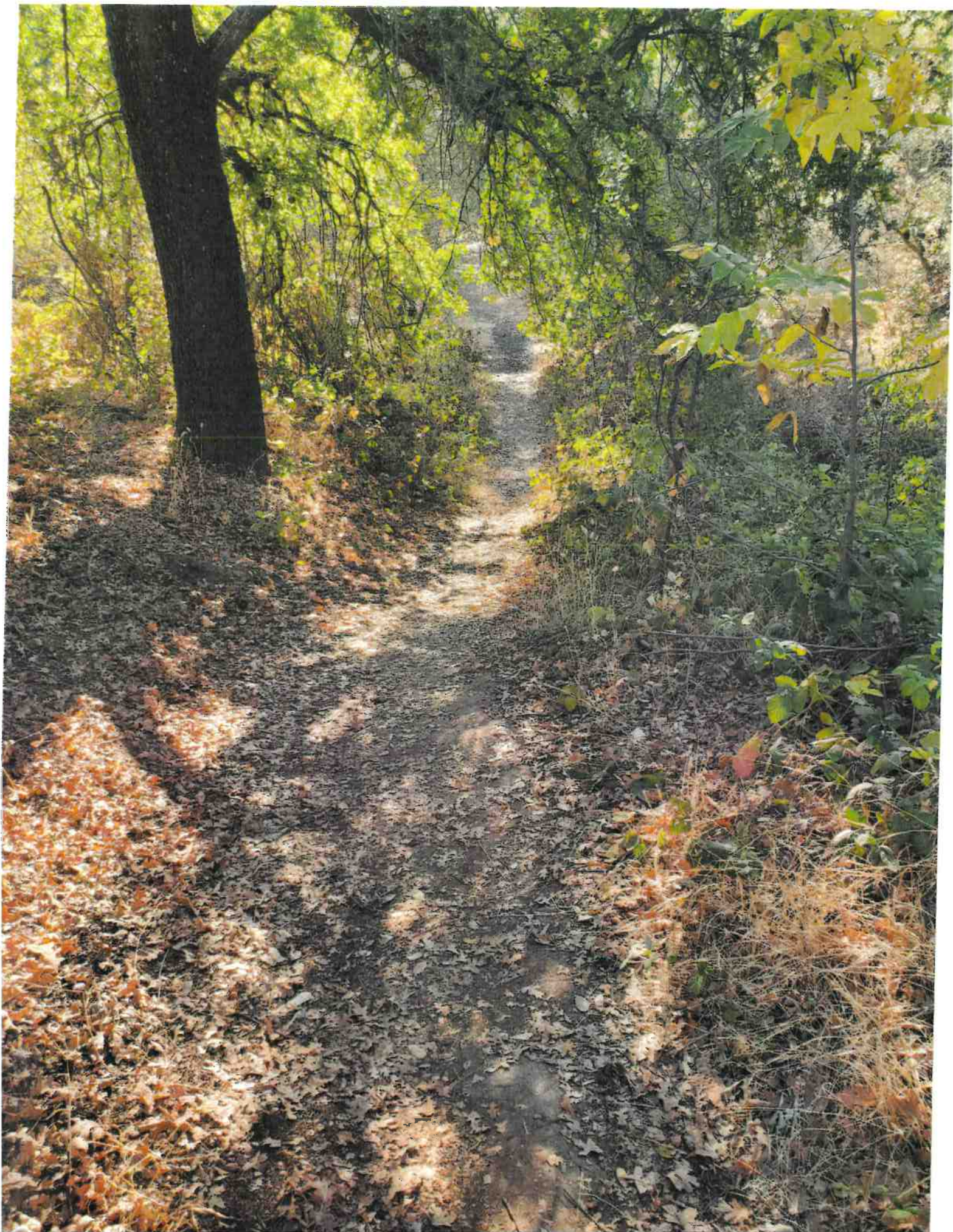


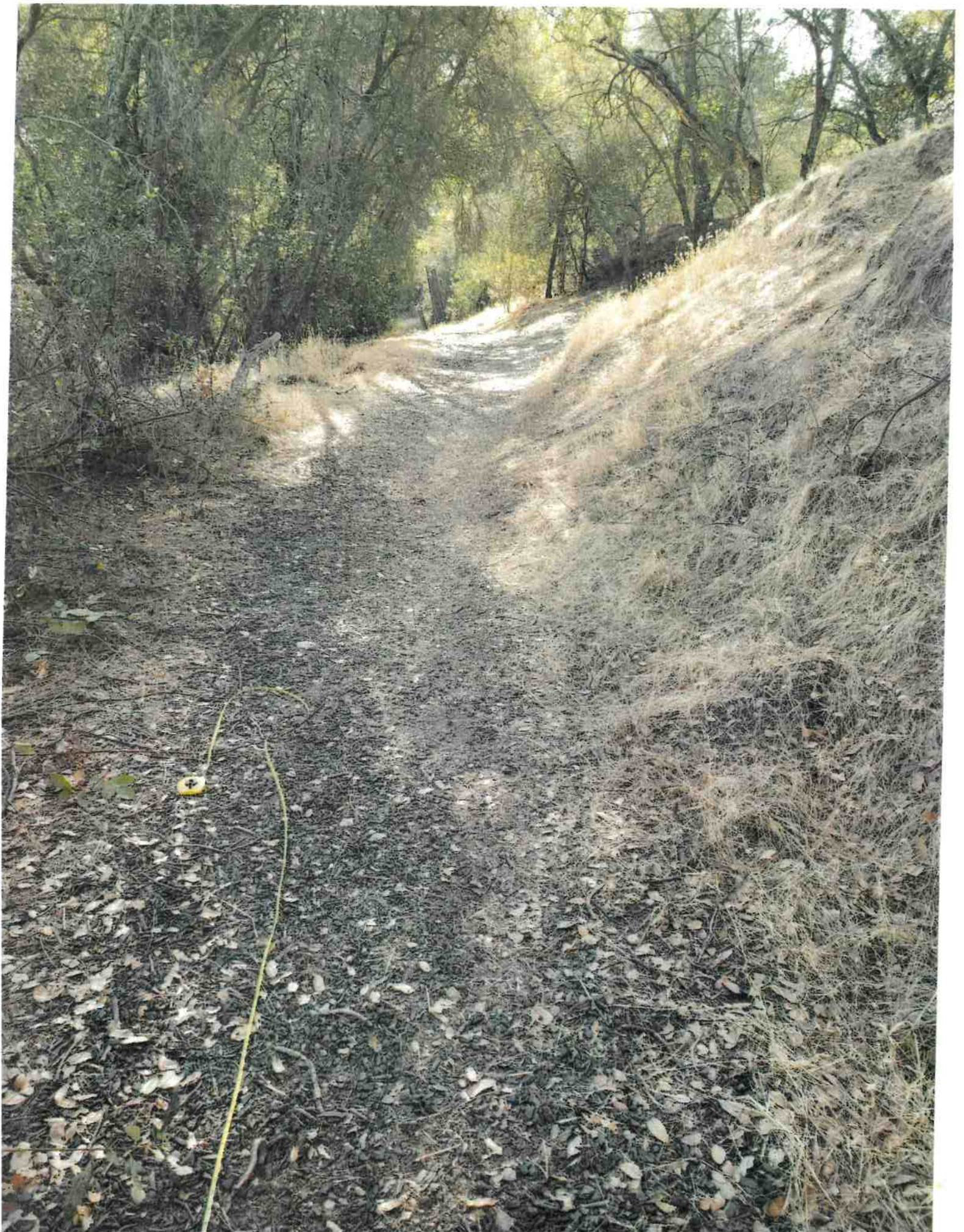


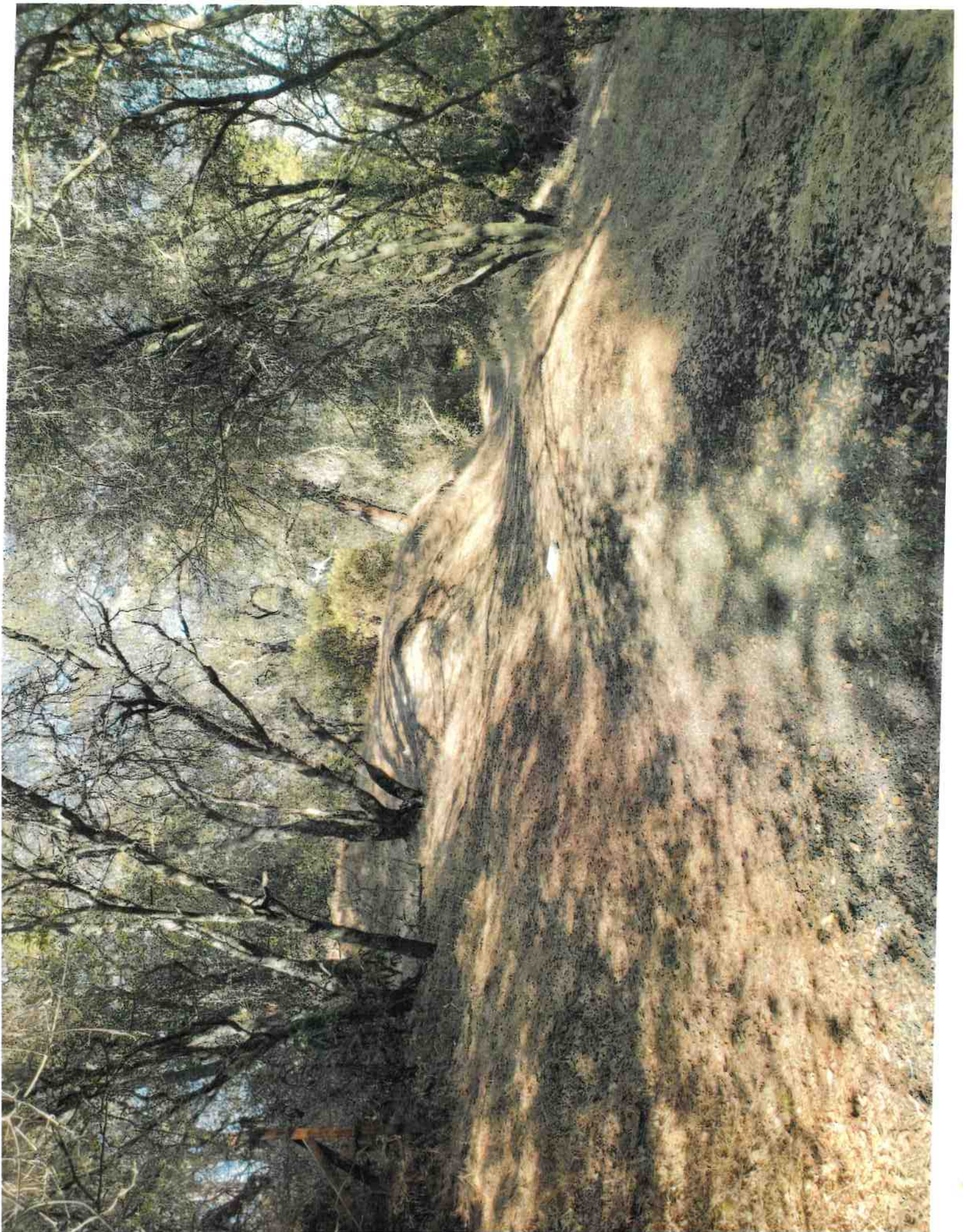


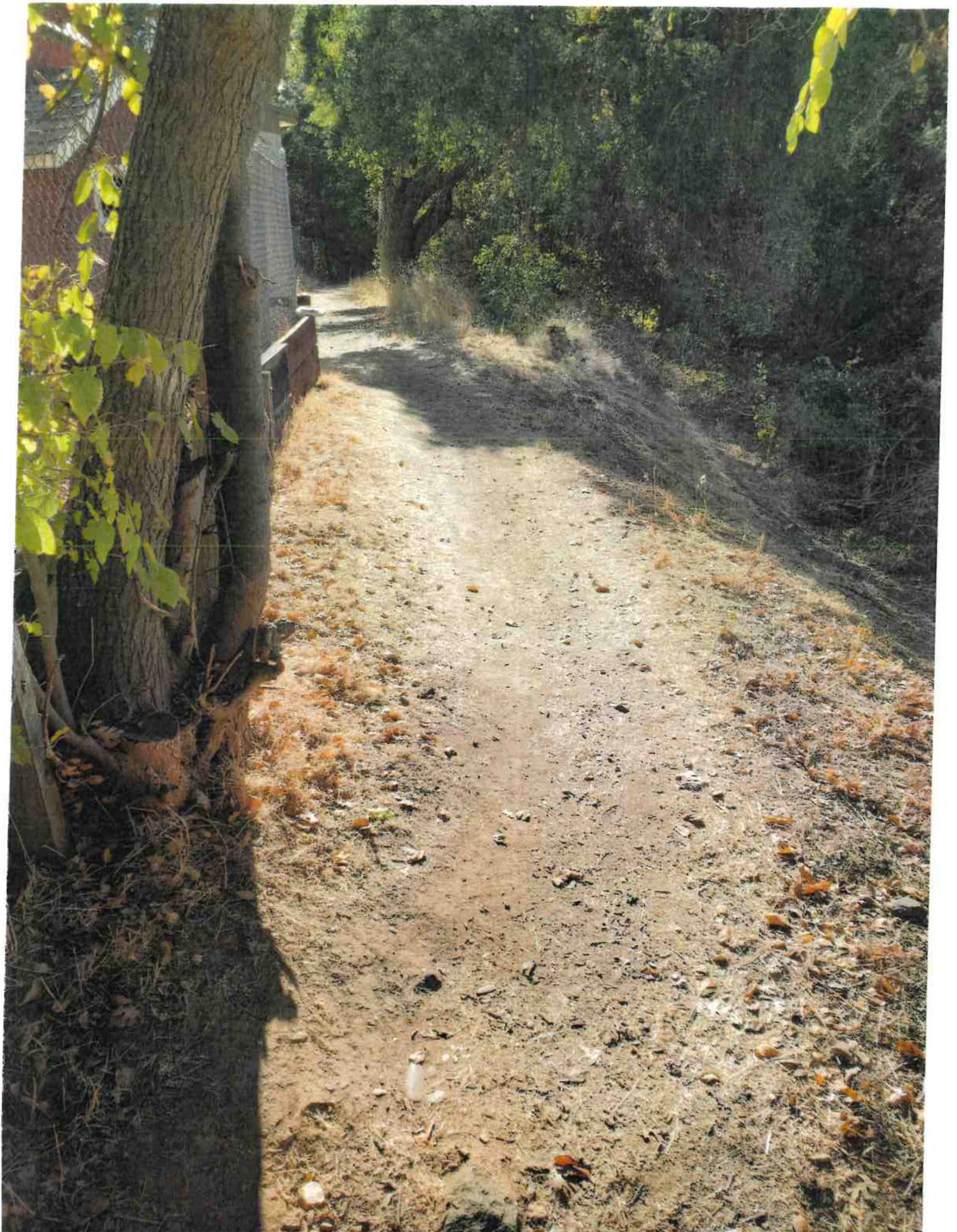












ITEM # 10

**MAYOR DIANE WRATTEN
WILL PRESENT HER
RECOMMENDATIONS FOR
APPOINTMENTS TO CREEK
COMMITTEE (1) AND PLANNING
COMMISSION (2)**

Agenda Item

DATE: November 17, 2020

TO: Ione City Council

FROM: David A. Prentice
Sophia Meyers

SUBJECT: Appointment of Interim City Manager

RECOMMENDED ACTION:

- 1) Approve the appointment of an Interim City Manager

Motion: _____ / _____

FISCAL IMPACT:.

Salary and benefits similar to present City Manager.

BACKGROUND:

The current City Manager, Jon Hanken, will be retiring at the end of December. However Mr. Hanken is taking his accrued vacation effective at the end of November 19, 2020. Since the agreement for a new City Manager will not be approved until December 1, 2020, it is necessary to bridge the gap in management. The interim appoint will do that and allow for some overlap in the position allowing the new City Manager to come up to speed.