

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: 1-571-317-3112

Access Code: 933-175-789

YOU MAY ALSO PARTICIPATE IN THE MEETING USING THIS LINK:

<https://global.gotomeeting.com/install/933175789>

Tuesday, November 3, 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 Lone City Council.

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

G. CONSENT CALENDAR:

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

1. Approval of Minutes: September 1, 2020, September 21, 2020 and September 29, 2020

H. PUBLIC HEARINGS:

2. Introduce and Waive First Reading by Substitution of Title Only Ordinance No. 523 Amending the 2007 City of Lone Local Traffic Mitigation Fee Nexus Pland and Capital Improvement Plan (CIP) Study to Include the Bridge on Golf Links Drive as an Eligible Project
3. Introduce and Waive First Reading by Substitution of Title Only Ordinance No. 524 Adopting 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

I. REGULAR AGENDA:

4. Discussion and Adoption of Resolution No. 2020-39 Amending Lone Handbook Appendix "D" Employee Benefits, Retiree Medical Insurance, Section II
5. Draft Consulting Services Agreement for City Planner Services between City of Lone and DeNovo Planning Group

J. CITY MANAGER REPORTS

K. CITY COUNCIL COMMITTEE REPORTS

L. CITY COUNCIL COMMENTS/FUTURE AGENDA ITEMS

M. CLOSED SESSION:

- Conference with Legal Counsel – Anticipated Litigation Government Code Section 54956.9(2)(d) – Two (2) Cases
- Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8
Property #005-472-015
Property #005-472-016
Property #005-472-017
Agency Negotiator: Jon Hanken, City Manager
Negotiating Parties: Bill Wise
Under Negotiation-Price

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 3, 2020 meeting of the Ione City Council was posted on October 30, 2020.



Janice Traverso, City Clerk, City of Ione

CITY OF IONE COUNCIL MEETING MINUTES
Meeting of September 1, 2020

DUE TO THE GOVERNOR'S EXECUTIVE ORDER N-25-20, THE CITY OF IONE
CONDUCTED ITS MEETING VIA TELECONFERENCE AND IN-PERSON. MEMBERS OF THE PUBLIC
WERE ABLE TO PARTICIPATE BY CALLING IN USING THE FOLLOWING NUMBER:

Dial In: 1-786-535-3211

Access Code: 243-203-389

<https://global.gotomeeting.com/install/243203389>

Vice Mayor Stacy Rhoades joined the meeting from:

150 Shell Drive

Watsonville, CA 95076

Mayor Wratten called meeting to order at 6:05 PM

A. PLEDGE OF ALLEGIANCE TO THE FLAG:

Mayor Wratten led the Pledge of Allegiance.

B. ROLL CALL:

Present: Diane Wratten, Mayor

Stacy Rhoades, Vice Mayor (Teleconference)

Dominic Atlan, Councilmember

Dan Epperson, Councilmember

Tom Reed, Councilmember

Staff: Jon Hanken, City Manager

David Prentice, Assistant City Attorney (Teleconference)

Janice Traverso, City Clerk

April Wooden, City Planner (Teleconference)

C. APPROVAL OF AGENDA:

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

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSENT: None

ABSTAIN: None

D. PRESENTATIONS/ANNOUNCEMENTS: None

E. PUBLIC COMMENT:

- Larry Rhoades, objecting to a letter written by a member of the public for the Zoning Text Amendment for this agenda and made part of the agenda packet. My wife, Ms. Bette Rhoades wrote several letters to the Council regarding City issues, which were never published in the Council packet.

F. CONSENT CALENDAR:

1. Approval of Minutes: July 7, 2020 and July 28, 2020

ACTION: It was moved by Councilmember Atlan, seconded by Councilmember Reed and carried to approve the minutes.

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSENT: None

ABSTAIN: None

G. PUBLIC HEARING:

2. **Zoning text Amendment (ZTA2020-001)** – Proposed Amendment to the City of Lone Zoning Ordinance Development Standards to achieve consistency with California 2019 Building Code Section R302, Table R302.1(2), Footnote (a) which provides an exception to the distance required between an accessory structure and a property line – City Planner April Wooden explained that this request to the Council was triggered by an application for a variance from Mr. and Mrs. Politi regarding their desire to have a carport on their property and have it 3 feet from their property line. There has been a recent change in the Building Code allowing for structures within 3 feet of the property line. The Planning Commission rather than approve the variance they recommended that the Zoning Code be amended to be consistent with the Building Code. I sent out an amended Zoning Code Ordinance today incorporating changes recommended by the Building Inspector.

There was discussion from the Council on the following:

- Types of vehicles allowed in the Accessory Structure—motor vehicles allowed-- lawn mowers and golf carts are not allowed;
- Enforcement
- Current CC&R's by Riverland Homes – anything over 6 feet not allowed
- City cannot enforce CC&R's

Mayor Wratten opened the Public Hearing at 6:30 p.m.

- Larry Rhoades asked Council to look at the State Code for a definition of a carport-- open at both ends
- Michael Politi commented that Ms. Strong's letter is personal. Ms. Strong's main residence is in Walnut Creek. There is 67 feet between her property and ours. There is no way that a tan metal roof will reflect 67 feet away. The City needs to have dialogue with the developer—we bought our house with the intention of putting in a carport and was told by the developer that there would not be problem with the installation of a carport.

Mayor Wratten closed the Public Hearing at 6:37 p.m.

After discussion, direction was given to staff by the Council to bring the ordinance back at a future Council meeting with an update to Footnote 6; definition of motor vehicle referencing both the Building Code and Vehicle Code; and height requirements for accessory buildings.

DISCUSSION ITEMS:

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

H. REGULAR AGENDA:

3. Adoption of Resolution No. 2020-31 Naming the Skate Park in Howard Park as the Lone Skate Park and Placing Signage at the Facility - City Manager Jon Hanken commented that the naming of the Lone Skate Park was brought before the Lone Parks and Recreation Commission at their September 24, 2019 meeting. Mr. Sinclair requested that the Skate Park be named after Margaret Dalton of the Jackson Rancheria. No action was taken during that meeting. The Parks and Recreation Commission once again discussed this item and is recommending that the Skate Park be named "Lone Skate Park".

ACTION: It was moved by Councilmember Reed, seconded by Councilmember Epperson and carried to adopt Resolution No. 2020-31.

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSENT: None

ABSTAIN: None

4. Appoint Members to the Planning Services RFP Review Ad Hoc Committee – City Manager Jon Hanken is recommending that the following individuals be appointed:

- City Council – Diane Wratten, Mayor
Dominic Atlan, Councilmember
- Planning Commission – Michael Politi
Mark Gebhardt
- Citizen-At-Large – David Barnes – Lone Sweets
Melissa Rasmussen – American River Bank

ACTION: It was moved by Councilmember Epperson, seconded by Councilmember Reed And carried to appoint the recommended individuals to the Ad Hoc Committee.

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSENT: None

ABSTAIN: None

5. Discussion: Use of Per Capita Funds for Train Depot – There was discussion regarding amending the Lone Development Impact Fee to include Depot Park as an eligible project, which would allow Depot Park to be funded from the State Per Capita Grant. Council was in agreement. Staff will bring back an Ordinance amending the 2005 Lone Development Impact Fee Update to include the construction of Depot Park to meet the increased recreation demand caused by new growth.

I. CITY MANAGER REPORTS:

- Updates:
 - 1) Planning Services-Applications have closed and five companies have replied
 - 2) Back-Up Generator at Evalynn Bishop Hall-County approved funding

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

- Pursuant to California Government Code 54957; Evaluation;
Title: Police Chief
- Conference with Real Property Negotiator Pursuant to California Code Section 54956.8; Parcel #011-150-021

Agency Negotiator: Jon Hanken, City Manager

- Conference with Legal Counsel – Anticipated Litigation, Government Code Section 54956.9(2)(d)-One (1) Case

M. DISPOSITION OF CLOSED SESSION: Council reconvened to Open Session and announced that direction was given on the following items.

- Pursuant to California Government Code 54957; Evaluation;
Title: Police Chief
- Conference with Real Property Negotiator Pursuant to California Code Section 54956.8; Parcel #011-150-021
Agency Negotiator: Jon Hanken, City Manager
- Conference with Legal Counsel – Anticipated Litigation, Government Code Section 54956.9(2)(d)-One (1) Case

N. ADJOURNMENT:

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

Respectfully submitted,

Janice Traverso
City Clerk

CITY OF IONE COUNCIL MEETING MINUTES
Meeting of September 21, 2020

**DUE TO THE GOVERNOR'S EXECUTIVE ORDER N-25-20, THE CITY OF IONE
CONDUCTED ITS MEETING VIA TELECONFERENCE AND IN-PERSON. MEMBERS OF THE PUBLIC
WERE ABLE TO PARTICIPATE BY CALLING IN USING THE FOLLOWING NUMBER:**

Dial In: 1-646-749-3122

Access Code: 131-395-469

<https://global.gotomeeting.com/install/131395469>

Mayor Wratten called meeting to order at 6:00 PM

A. PLEDGE OF ALLEGIANCE TO THE FLAG:

Mayor Wratten led the Pledge of Allegiance.

B. ROLL CALL:

Present: Diane Wratten, Mayor

Stacy Rhoades, Vice Mayor

Dominic Atlan, Councilmember

Dan Epperson, Councilmember

Tom Reed, Councilmember

Staff: Jon Hanken, City Manager

Sophia Meyer (Teleconference for Closed Session)

Janice Traverso, City Clerk

C. APPROVAL OF AGENDA:

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

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSENT: None

ABSTAIN: None

D. PRESENTATIONS/ANNOUNCEMENTS: None

E. PUBLIC COMMENT:

- Larry Rhoades explained that his comments at the last Council meeting was referring to Written Correspondence in general. Several letters written by Ms. Bette Rhoades were not included in Council Agenda packets.

DISCUSSION ITEMS:

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

F. REGULAR AGENDA:

1. Finance Department:

- Fiscal Year 2020/2021 General Fund Budget – Discussion
- 2019/2020 Financial Statement – General Fund
- Check Registers

Finance Manager, Lori McGraw reviewed the proposed General Fund Budget with Council and no action was taken.

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

- Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(1), Existing Litigation City of Lone v. Lone Hotel 17-CVC-10277-Update
- Conference with Legal Counsel-Anticipated Litigation, Government Code Section 54956.9(2)(d)-One (1) Case
- Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8
Property #005-472-015
Property #005-472-016
Property #005-472-017
Agency Negotiator: Jon Hanken, City Manager
- Appointment of Police Chief Pursuant to Government Code Section 54957(b)

H. DISPOSITION OF CLOSED SESSION: Council reconvened to Open Session and Mayor Wratten announced that information was received and direction was given on the following:

- Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(1), Existing Litigation City of Lone v. Lone Hotel 17-CVC-10277-Update
- Conference with Legal Counsel-Anticipated Litigation, Government Code Section 54956.9(2)(d)-One (1) Case
- Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8
Property #005-472-015
Property #005-472-016
Property #005-472-017
Agency Negotiator: Jon Hanken, City Manager
- Appointment of Police Chief Pursuant to Government Code Section 54957(b)

I. ADJOURNMENT:

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

Respectfully submitted,

Janice Traverso, City Clerk

CITY OF IONE COUNCIL MEETING MINUTES
Meeting of September 29, 2020

**DUE TO THE GOVERNOR'S EXECUTIVE ORDER N-25-20, THE CITY OF IONE
CONDUCTED ITS MEETING VIA TELECONFERENCE AND IN PERSON. MEMBERS OF THE PUBLIC
WERE ABLE TO PARTICIPATE BY CALLING IN USING THE FOLLOWING NUMBER:**

Dial In: 1-872-240-3311

Access Code: 253-047-053

<https://global.gotomeeting.com/install/253047053>

Mayor Wratten called meeting to order at 6:00 PM

A. PLEDGE OF ALLEGIANCE TO THE FLAG:

Mayor Wratten led the Pledge of Allegiance.

B. ROLL CALL:

Present: Diane Wratten, Mayor
Stacy Rhoades, Vice Mayor
Dominic Atlan, Councilmember
Dan Epperson, Councilmember
Tom Reed, Councilmember
Staff: Jon Hanken, City Manager
Janice Traverso, City Clerk
Lori McGraw, Finance Manger

C. APPROVAL OF AGENDA:

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

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSENT: None

ABSTAIN: None

D. PUBLIC COMMENT: None

DISCUSSION ITEMS:

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

E. REGULAR AGENDA:

1. Discussion – Review of Fiscal Year 2020-2021 Enterprise Funds and Restricted Budget Funds – Finance Manager, Lori McGraw reviewed with Council the proposed Fiscal Year 2020-2021 Enterprise Funds and Restricted Budget Funds and no action was taken.

F. ADJOURNMENT:

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

Respectfully submitted,

Janice Traverso
City Clerk

Agenda Item

#2

DATE: November 3, 2020

TO: Ione City Council

FROM: Jon G. Hanken, City Manager

SUBJECT: 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.

RECOMMENDED ACTION: Council is being asked to adopt 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.

Motion: _____/_____.

FISCAL IMPACT: There is no additional fiscal impact to the City. The proposed ordinance amends the 2007 City of Ione 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: In 2007, the Ione City Council adopted a new Local Transportation Nexus Study and Mitigation Fees. The list of approved projects to be funded by the Local Transportation Mitigation Fees are found on page 12 of the Nexus Study. All of the projects listed were also viewed as being 100 percent funded by the Local Transportation Impact Fee because the improvements were 100 percent caused by new growth. The 2007 nexus study does not attribute any project costs for substandard pre-existing conditions.

Staff has reviewed the project list 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. Staff would also venture to say that the majority of the traffic on Waterman Rd came from the workers of the Preston facility and not from new growth. Improvements related to turn lanes for Waterman Rd. on SR 104 and SR 124 are not 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. are not anticipated to be needed in the near future.

Staff is recommending adding the Bridge at 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 meeting held on _____ 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 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

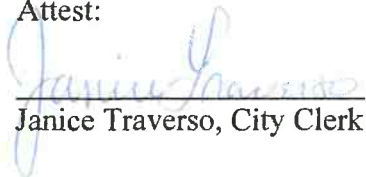
ABSTAIN: None

ABSENT: None



Jerry Sherman, Mayor

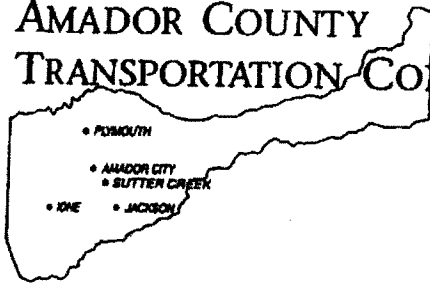
Attest:



Janice Traverso, City Clerk

ACTC

AMADOR COUNTY
TRANSPORTATION COMMISSION



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 Ione growth traffic plotted as a bandwidth on the City of Ione and local roadways network of the traffic model. The growth traffic shown only includes City of Ione 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 Ione 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)

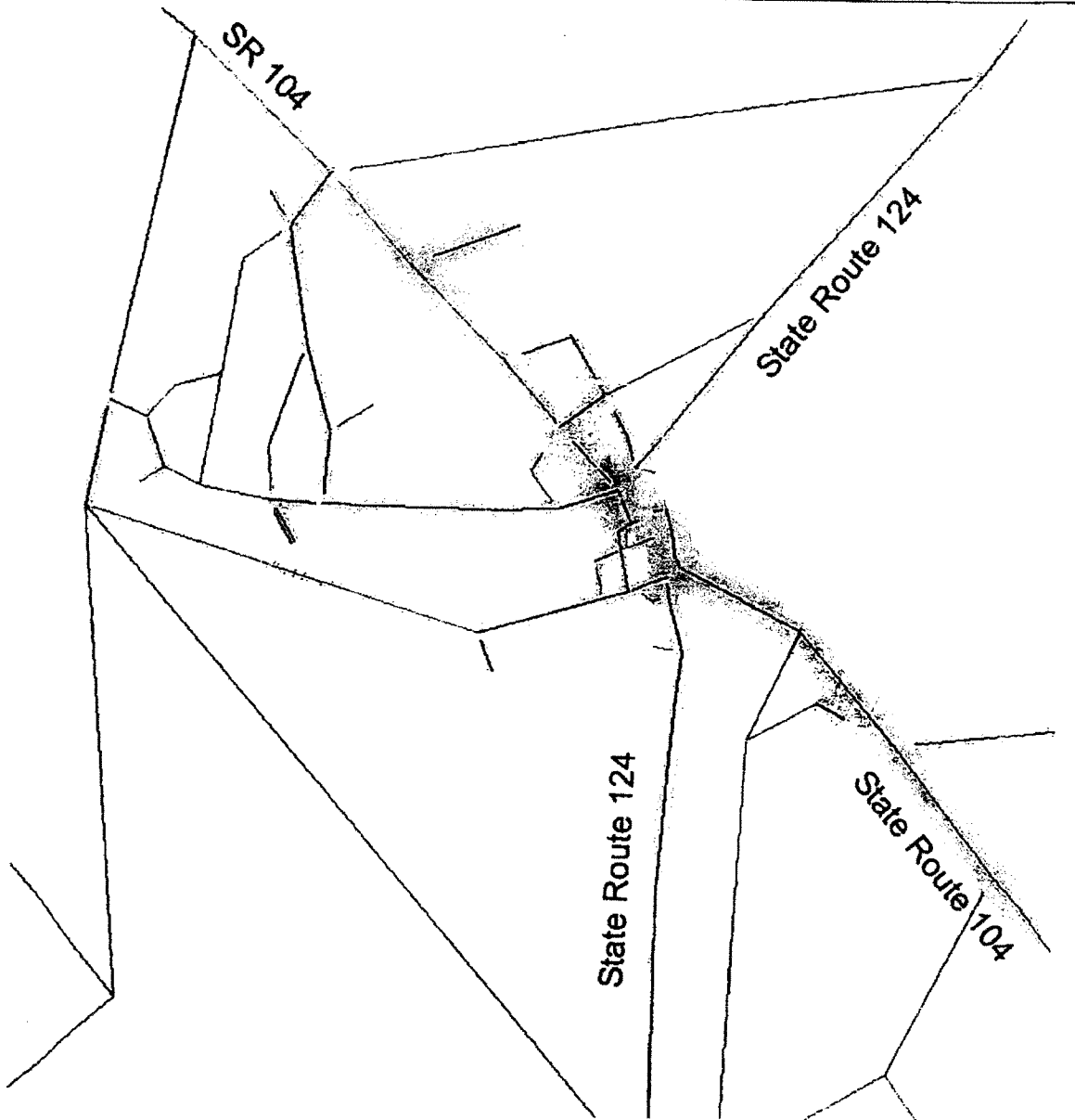


Exhibit 3-3a – Improvement Locations

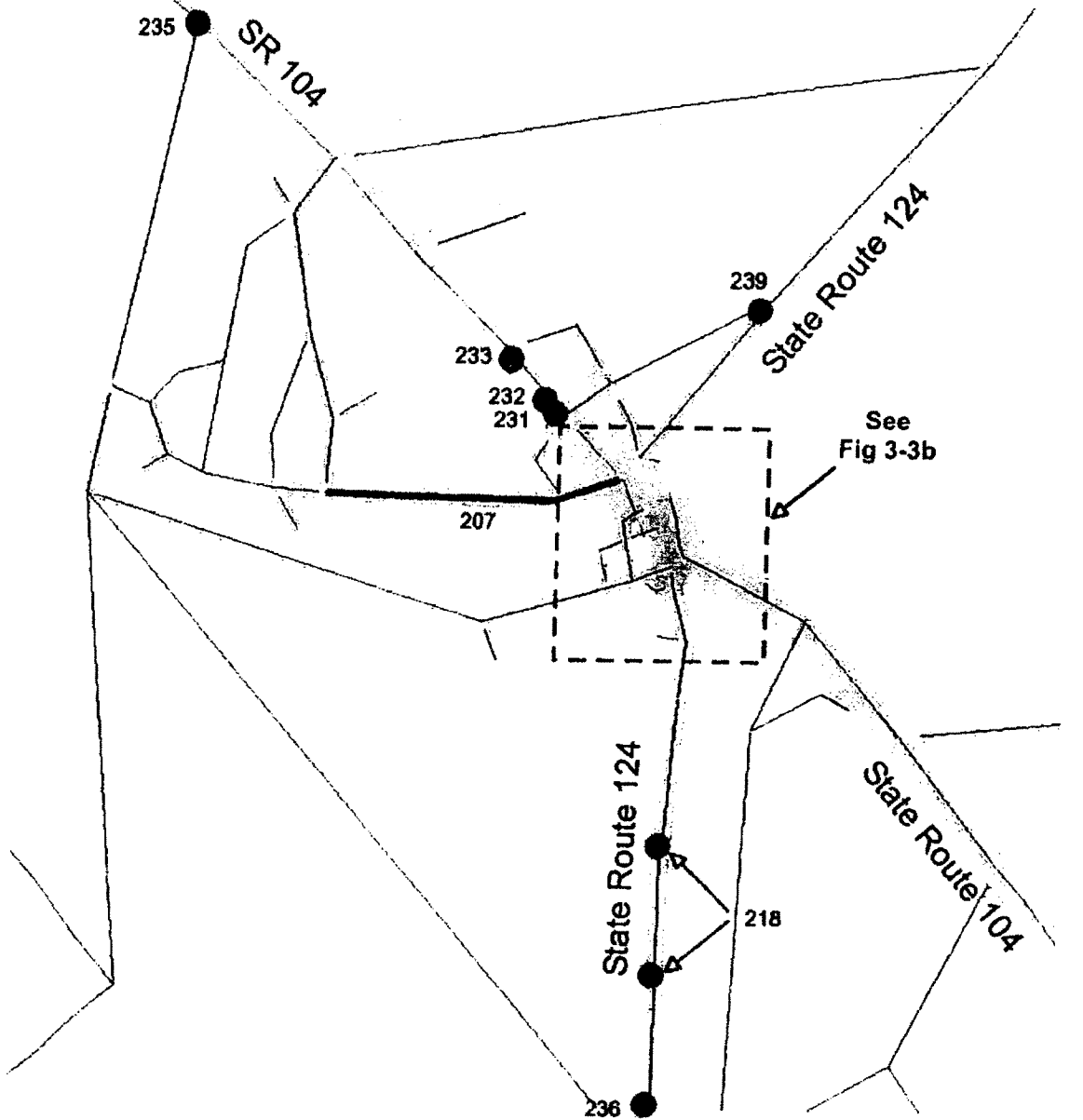
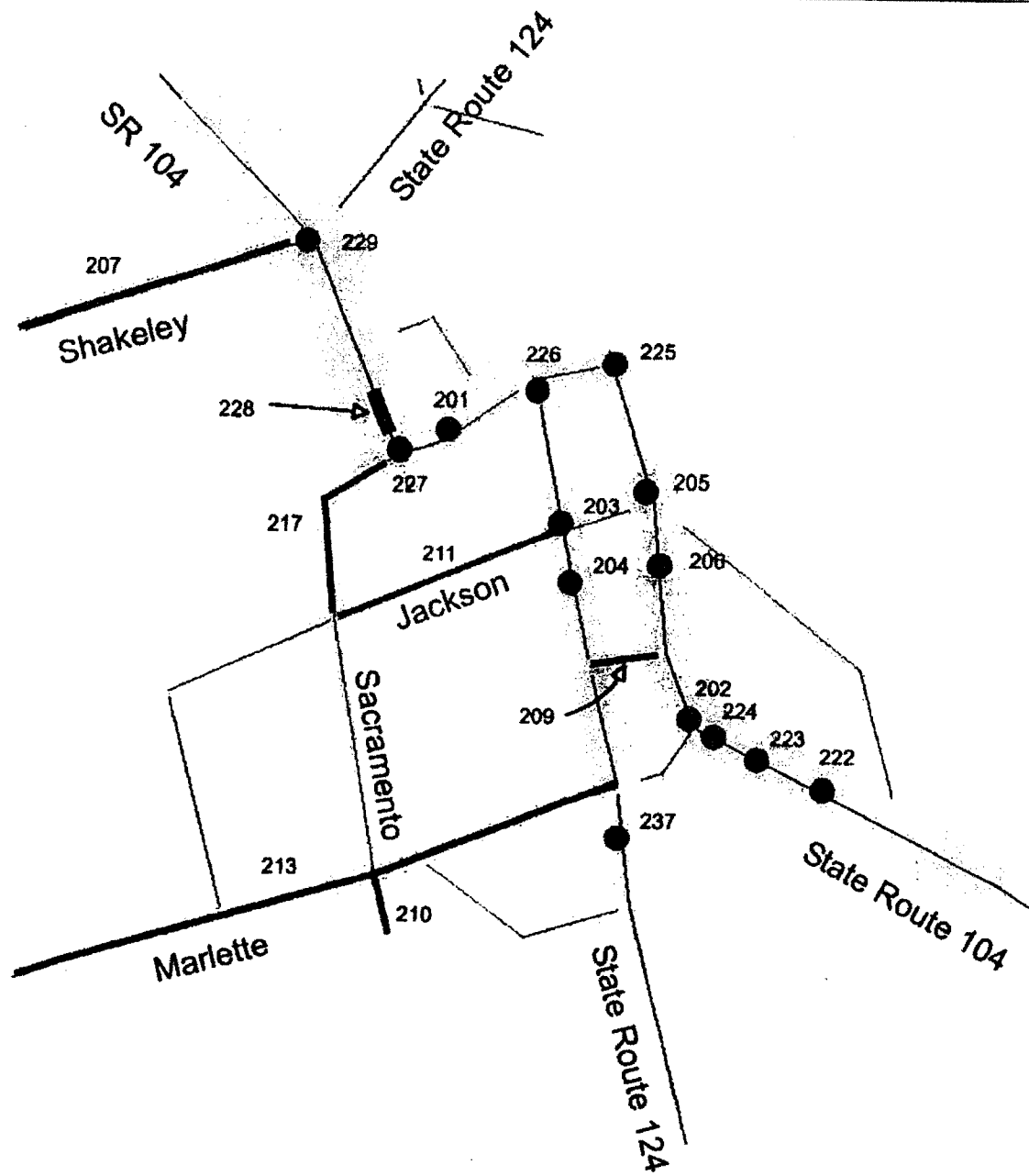


Exhibit 3-3b – Improvement Locations



4. Relationship Between Need for Road Improvements and Development Projects

City of Ione 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 Ione 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 Ione 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	\$ 68,900	100.0%	\$ 68,900
227	W. Main/Preston & SR104	\$ 68,900	100.0%	\$ 68,900
228	Bridge at Sutter Creek & SR104	\$ 500,000	100.0%	\$ 500,000
229	Shakeley/SR124 & SR104	\$ 82,730	100.0%	\$ 82,730
231	Waterman & SR104	\$ 68,900	100.0%	\$ 68,900
232	Craig & SR104	\$ 68,900	100.0%	\$ 68,900
233	Sutter Ln/Oak Ridge Rd & SR104	\$ 82,730	100.0%	\$ 82,730
235	Five Mile Dr & SR104	\$ 68,900	100.0%	\$ 68,900
State Route 124 Cross Streets				
236	Brickyard Rd & SR124	\$ 68,900	100.0%	\$ 68,900
218	Howard Park (North & South) & SR124 - left-turn lanes	\$ 350,000	100.0%	\$ 350,000
237	W. Washington & SR124	\$ 68,900	100.0%	\$ 68,900
204	Market & SR124	\$ 82,730	100.0%	\$ 82,730
203	Jackson & SR124	\$ 82,730	100.0%	\$ 82,730
239	Waterman Rd & SR124	\$ 68,900	100.0%	\$ 68,900
Other Locations				
202	Ione St (SR 104) at Ione Elementary School *	\$ 75,000	100.0%	\$ 75,000
207	Shakeley Lane Imps & widening - Fairway to Preston	\$ 125,000	100.0%	\$ 125,000
209	New street & ROW acquisition from Ione to Church	\$ 150,000	100.0%	\$ 150,000
210	Sacramento Street Imps - West Marlette to School	\$ 75,000	100.0%	\$ 75,000
211	Jackson Street imp's - Church to Sacramento	\$ 75,000	100.0%	\$ 75,000
213	West Marlette Street - Widening, imp's, and ROW acquisition	\$ 636,455	100.0%	\$ 636,455
217	Sacramento Street imp's - Preston to Jackson	\$ 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.
	Office 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 Drinking Establishment (Bar)	23/1,000 S.F.	\$7,050/1,000 S.F.
Specialty Commercial	Gas Station with or without convenience store	32/Fueling Space ⁴	\$9,808/Fueling Space
	Car Wash Quick Lube	21/Stall	\$6,437/Stall
	Hotel/Motel/Resort/Bed and Breakfast	5.2/Unit ⁵	\$1,594/Unit
Medical	Hospital	11.8/Bed	\$3,617/Bed
	Nursing Home / Convalescent Home	2.6/bed	\$ 797/Bed
	Medical Office or Medical or Health Clinic providing diagnostic or treatment services	30/1,000 S.F.	\$9,195/1,000 S.F.
Industrial	Light, including: Airport/Airstrip Meat Packing Facility Livestock Feedlot/Auction Yard Printing Plant Material Testing Laboratory Electronics Plant	6/1,000 S.F.	\$1,839/1,000 S.F.
	Heavy, including: Auto Wrecking and Junk Yard Mining Operation Foundry and Smelter Refining Plant Lumber Mill	1.5/1,000 S.F.	\$ 460/1,000 S.F.
	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.
Institutional	Elementary School Middle School	10/1,000 S.F.	\$3,065/1,000 S.F.
	Church or other place of worship	13/1,000 S.F.	\$3,985/1,000 S.F.
	High School		
Public Utilities	Utilities (Publicly or privately owned) 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.	6/1,000 S.F.	\$1,839/1,000 S.F.
Warehousing/Storage	Warehouse Facilities primarily devoted to the storage of materials, including wholesale distribution facilities.	5/1,000 S.F.	\$1,533/1,000 S.F.
	Mini-storage Facilities Buildings housing separate storage units or vaults used for storage.	2/1,000 S.F.	\$ 613/1,000 S.F.
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 Visitor Center	3.1/Parking Space	\$ 950/ Parking Space

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 Myhrall, Public Works Director
#1280/nlm
LetterToTolled.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 Marlette 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 Marlette to School	\$75,000
211	Jackson Street Improvements - Church to Sacramento	\$75,000
213	West Marlette 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

lone 3-way Intersection

Cost per Intersection					
Category	Description	Quantity	Unit Price	Amount (\$)	Total (\$)
Street Work	3" A.C. Paving w/ A.B.	7728 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

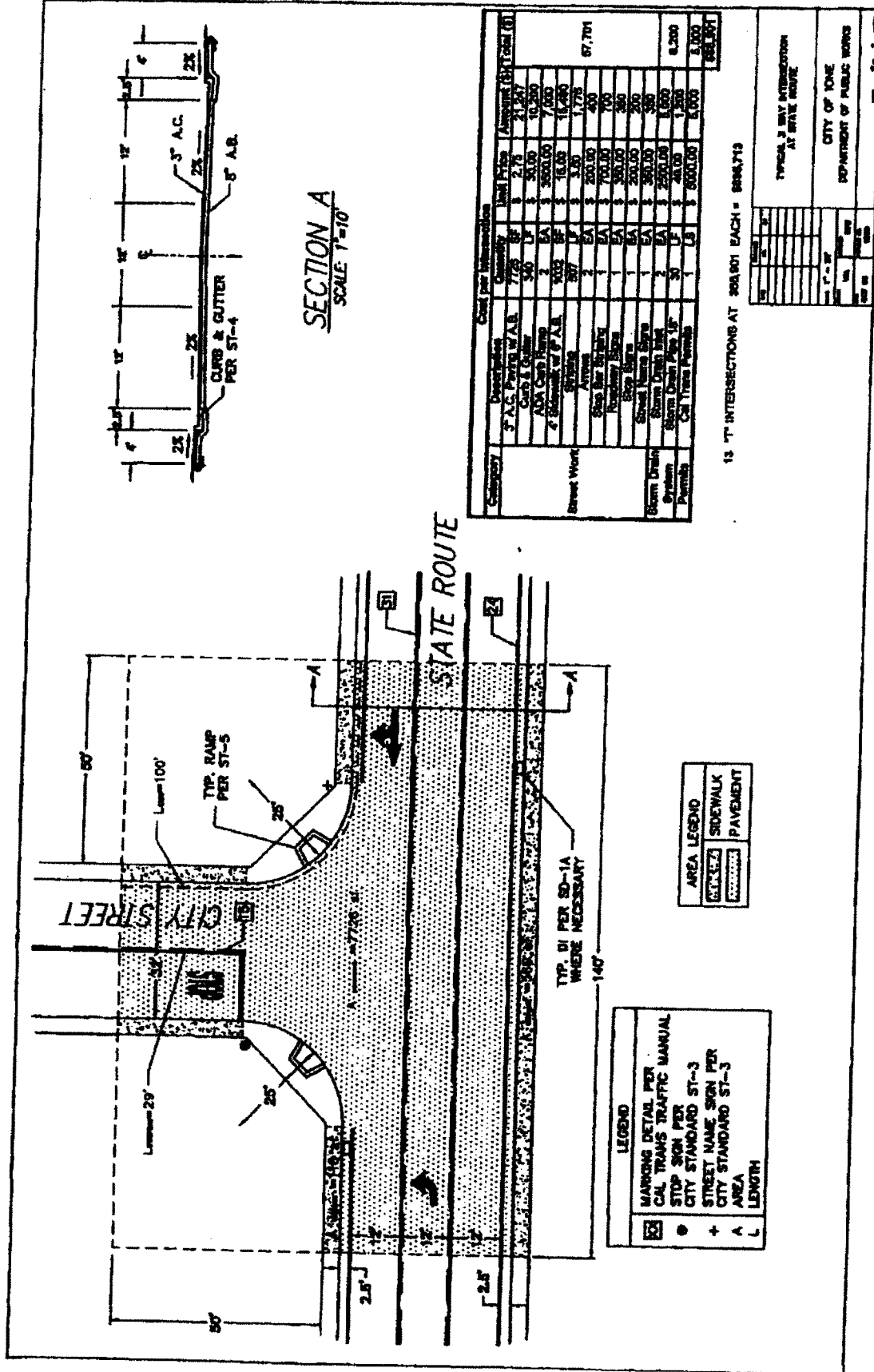
13 "T" INTERSECTIONS AT \$68,901 EACH = \$895,713

lone 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



Category	Description	Quantity	Unit Price	Amount (\$)	Total (\$)
Street Work	5" A.C. Pavement A.B.	7,725	2.75	21,344	67,701
	Curb & Gutter	340	51.00	17,340	
	ADA Curb Ramps	2	350.00	700	
	2" Bituminous w/ P.A.B.	3,000	16.00	48,000	
	Storm	207	3.50	725	
	Storm	2	200.00	400	
	Storm	1	700.00	700	
	Storm	1	300.00	300	
	Storm	1	300.00	300	
	Storm	1	300.00	300	
Storm Drain	Storm Drain Pipe 18"	2	250.00	500	8,200
	Storm Drain Pipe 18"	2	250.00	500	
	Storm Drain Pipe 18"	2	250.00	500	
	Storm Drain Pipe 18"	2	250.00	500	
Permits	Permit	1	400.00	400	8,000
	Permit	1	800.00	800	
					\$896,713

TYPICAL 3 WAY INTERSECTION
AT STATE ROUTE

CITY OF YONE
DEPARTMENT OF PUBLIC WORKS

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: October 29, 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.

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 meeting held on of the City of Ione at their regular meeting held on _____ 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, the following is hereby added to and made a part of 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 ~~deemed set aside and~~ 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.

~~The right to be paid from the Local Traffic Fee Funds shall be personal to the Constructing Developer and does not run with the land.~~

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 ~~two~~three (~~2~~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: _____



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

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)

**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.

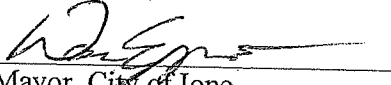
5. Counterparts. This Second Amendment may be executed in identical counterparts, each of which is deemed to be an original.

[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

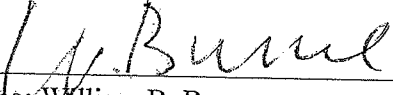
APPROVED AS TO FORM:

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

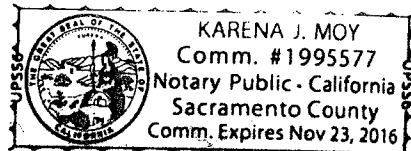
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and who acknowledged to me that ~~he~~ she/they executed the same in their authorized capacity(ies), and by ~~his~~ her/their signature(s) on the instrument the person(s),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

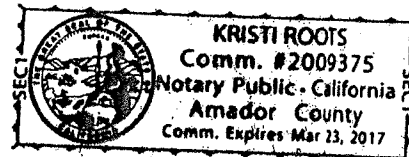


Exhibit "A"

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° 0' 14' 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 $11^{\circ} 55' 16''$ TO A POINT OF TANGENCY; THENCE S. $32^{\circ} 11' 03''$ EAST, ALONG SAID SOUTHWESTERLY LINE 363.89 FEET; THENCE S. $33^{\circ} 49' 15''$ EAST, ALONG SAID SOUTHWESTERLY LINE, 340.07 FEET; THENCE N. $68^{\circ} 42' 01''$ 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. $82^{\circ} 03' 19''$ WEST, ALONG SAID NORTHERLY LINE, 145.20 FEET; THENCE N. $40^{\circ} 27' 13''$ WEST, ALONG SAID NORTHERLY LINE, 110.19 FEET; THENCE N. $70^{\circ} 59' 38''$ WEST, ALONG SAID NORTHERLY LINE, 217.10 FEET; THENCE S. $62^{\circ} 27' 33''$ WEST, ALONG SAID NORTHERLY LINE 50.88 FEET; THENCE N. $73^{\circ} 58' 55''$ WEST 260.93 FEET; THENCE S. $51^{\circ} 28' 11''$ WEST 254.77 FEET; THENCE S. $12^{\circ} 49' 49''$ WEST 138.66 FEET; THENCE S. $05^{\circ} 05' 10''$ EAST, 215.06 FEET, THENCE S. $26^{\circ} 09' 56''$ EAST, 127.11 FEET; THENCE N. $60^{\circ} 13' 19''$ EAST 125.00 FEET, TO A POINT IN A NON-TANGENT CURVE, THE CENTER OF SAID CURVE BEARS N. $60^{\circ} 13' 19''$ EAST 375.00 FEET; THENCE SOUTHEASTERLY 115.00 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $17^{\circ} 34' 15''$; THENCE S. $46^{\circ} 22' 06''$ WEST, 339.44 FEET; THENCE S. $47^{\circ} 04' 26''$ WEST 618.37 FEET; THENCE S. $54^{\circ} 48' 43''$ WEST 150.20 FEET; THENCE S. $82^{\circ} 34' 40''$ WEST 88.60 FEET; THENCE N. $40^{\circ} 48' 31''$ WEST 220.58 FEET; THENCE N. $20^{\circ} 06' 40''$ WEST 44.49 FEET; THENCE N. $10^{\circ} 14' 11''$ WEST 54.81 FEET; THENCE N. $07^{\circ} 01' 12''$ EAST 55.16 FEET; THENCE N. $26^{\circ} 03' 35''$ EAST 40.73 FEET; THENCE N. $34^{\circ} 08' 04''$ EAST 811.40 FEET; THENCE N. $23^{\circ} 04' 06''$ E., 25.06 FEET; THENCE N. $55^{\circ} 51' 56''$ WEST 120.19 FEET; THENCE N. $34^{\circ} 08' 04''$ 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 $31^{\circ} 19' 59''$; THENCE N. $72^{\circ} 48' 40''$ EAST, 177.60 FEET; THENCE S. $66^{\circ} 42' 22''$ EAST, 134.19 FEET; THENCE N. $65^{\circ} 18' 49''$ EAST, 143.16 FEET; THENCE N. $17^{\circ} 36' 28''$ EAST 375.21 FEET; THENCE N. $54^{\circ} 53' 39''$ WEST 581.06 FEET; THENCE S. $79^{\circ} 03' 44''$ WEST 557.46 FEET; THENCE S. $35^{\circ} 54' 35''$ WEST 65.00 FEET; THENCE N. $54^{\circ} 05' 25''$ WEST 315.83 FEET; THENCE N. $23^{\circ} 01' 38''$ 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:

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. $66^{\circ} 54' 19''$ WEST (BASIS OF BEARINGS), 1021.68 FEET, TO REFERENCE MONUMENT 250 AS SHOWN ON SAID MAP, SHEET 15 OF 18, THENCE S. $30^{\circ} 28' 06''$ E., 2852.74 FEET, TO THE POINT OF BEGINNING; THENCE S. $48^{\circ} 51' 08''$ E., 192.42 FEET; THENCE S. $75^{\circ} 01' 59''$ E., 151.58 FEET; THENCE S. $14^{\circ} 58' 01''$ WEST 512.19 FEET; THENCE S. $25^{\circ} 00' 44''$ WEST 231.67 FEET; THENCE S. $19^{\circ} 37' 49''$ WEST 363.90 FEET; THENCE S. $00^{\circ} 45' 10''$ WEST 64.78 FEET; THENCE N. $71^{\circ} 29' 04''$ WEST 152.95 FEET; THENCE S. $80^{\circ} 37' 31''$ WEST, 118.88 FEET; THENCE S. $69^{\circ} 33' 41''$ WEST 136.16 FEET; THENCE S. $63^{\circ} 35' 48''$ EAST 500.00 FEET; THENCE N. $13^{\circ} 42' 57''$ EAST 163.25 FEET; THENCE N. $48^{\circ} 11' 53''$ EAST, 640.94 FEET; THENCE N. $36^{\circ} 25' 41''$ EAST 150.02 FEET; THENCE N. $15^{\circ} 59' 36''$ EAST 708.54 FEET; THENCE N. $37^{\circ} 03' 04''$ EAST 164.24 FEET TO THE POINT OF BEGINNING. ALSO EXCEPTING THEREFROM ALL MINERAL DEPOSITS, AS DEFINED BY SECTIONS 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, AND IN DEED RECORDED DECEMBER 21, 1990 IN BOOK 625 PAGE 672, AMADOR COUNTY OFFICIAL RECORDS.

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 3, 2020
TO: Ione City Council
FROM: Sophia R. Meyer, City Attorney
SUBJECT: Discussion and Adoption of Resolution No. 2020-39 Amending Ione Handbook Appendix "D" Employee Benefits, Retiree Medical Insurance, Section II.

RECOMMENDED ACTION:

Approved the resolution as proposed.

Proposed Motion: *I move to approve Resolution No. 2020-39 to amend the Ione Handbook, Appendix "D", Employee Benefits, Retiree Medical Insurance, Section II, as proposed.*

Motion: _____ / _____

FISCAL IMPACT:

No immediate impact. Potential impact upon death of retired employees hired after July 1, 2019, of up to the statutory minimum amount prescribed by Government Code section 22892. (Currently \$143.00/month.)

BACKGROUND:

City Attorney met with CalPERS representative Laura Eldridge on September 17, 2020. Ms. Eldridge informed City Attorney that the provision contained on page 88 of the Employee Handbook addressing the termination of the spousal medical benefit for employees hired after July 1, 2019, did not meet CalPERS standards and needed to be modified.

Specifically, Ms. Eldridge indicated the Section 22760 of the Government Code allows eligible spouses, domestic partners, or dependent children to receive the retired employee benefit in place of the annuitant under certain circumstances. She requested that we amend our Handbook to allow for the continued payment of the statutory minimum amount to conform with this provision of the law.

Approval of this Resolution will mean that an eligible spouse, domestic partner or dependent of any annuitant who was hired after July 1, 2019, who retires from the City of Ione who upon his/her death shall be eligible to receive up to the statutory minimum amount allowed by Government Code section 22892.

This is not a significant change to the Handbook, it is a benefit that all employees in the negotiation's sessions were in favor of to begin with and the change is being made in accordance with state law pursuant to CalPERS recommendation and request.

to their processing and appeals procedures. The City reserves the right to change Dental and Vision Insurance providers, provided that the benefits offered are substantially similar. City agrees to pay the full cost of dental and vision insurance programs for employees and eligible dependents.

C.	RETIREE MEDICAL INSURANCE
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I. Employees Hired Prior to July 1, 2019

For covered employees hired on or prior to July 1, 2019, who retire from active City service after five or more years of full-time service with the City of Ione; the retiree medical premium will be paid as follows:

- (1) The City will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;
- (2) CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and
- (3) The City will reimburse the retiree up to \$1,250.00 for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the City directly to CalPERS.

At the time of the death of the Retiree, the City shall continue to pay the cost of any spousal supplemental or spousal medical premium.

II. Employees Hired On or After July 1, 2019

For covered employees hired on or after July 1, 2019, who retire from active City service after five or more years of full-time service with the City of Ione; the retiree medical premium will be paid as follows:

- (1) The City will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and
- (2) CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.

The City shall adhere to Government Code section 22760(b) regarding the surviving family member receiving an allowance in place of an annuitant. However, in no event shall the eligible spouse receive more than the statutory minimum amount prescribed by Government Code section 22892.

IV. Legal Requirements of Affordable Care Act

If, during the term of this Agreement, the legal requirements of the Affordable Care Act have an impact on City rights and obligations regarding health benefits for City employees,

to their processing and appeals procedures. The City reserves the right to change Dental and Vision Insurance providers, provided that the benefits offered are substantially similar. City agrees to pay the full cost of dental and vision insurance programs for employees and eligible dependents.

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If, during the term of this Agreement, the legal requirements of the Affordable Care Act have an impact on City rights and obligations regarding health benefits for City employees,

Agenda Item

5

DATE: November 3, 2020

TO: Ione City Council

FROM: Jon G. Hanken, City Manager

SUBJECT: Draft Consulting Services Agreement for City Planner Services between City of Ione 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 Ione 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 Ione Council approved awarding a three year agreement to De Novo Planning Group and directed staff to draft and agreement.

Attached is a draft agreement for Council to review and make recommendations for changes. The agreement is consistent with De Novo's previous agreement. Staff is recommending the addition of two items in the Scope of Work found in Attachment A.

The first recommended addition is:

Provide quarterly reviews of projects and activities to Planning Commission at their regular March, June, September and December meetings.

The second recommended addition is:

Provide semi-annual review of projects and activities to City Council at their regular June and December meetings.

Staff is seeking direction of other recommended contract revisions. After additions and/or changes are provided by Council, the agreement will be brought back for approval.

Attachments: Consulting Services Agreement for City Planner Services between City of Ione 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:

1. Provide quarterly review of projects and activities to Planning Commission at their regular March, June, September, and December meetings.
2. Provide semi-annual review of projects and activities to City Council at their regular June and December meetings.
3. 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.
4. Process City-initiated planning projects, including but not limited to General Plan Amendments, Zoning Code Amendments, strategic planning, and preparation of ordinances.
5. 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.
6. 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.
7. Provide comprehensive environmental services in accordance with CEQA, including preparation of Initial Studies, CEQA-required notices, and other CEQA documents as appropriate.
8. Serve as staff to the Planning Commission and attend City Council meetings, making presentations and providing information as necessary.
9. 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 streamlined project schedules.
10. Conduct site visits as necessary.
11. Maintain a concise, comprehensive, and accurate administrative record of all assigned projects, which will remain the property of the City.
12. 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.
13. 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.
14. 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
<i>Fee adjustments: Fees will be adjusted annually by up to 1.5% per year on or after January 1, 2022.</i>	