

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: 1-312-757-3121

Access Code: 291-539-861

YOU MAY ALSO PARTICIPATE IN THE MEETING USING THIS LINK:

<https://global.gotomeeting.com/install/291539861>

Tuesday, October 6, 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:

- Presentation of Proclamation to Sharon Long

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: August 4, 2020 and August 18, 2020
2. Re-Appointment of Angela Bennett and Rodney Plamondon to the Park & Recreation Commission for the period September 2020 to September 2022

H. PUBLIC HEARING:

3. Introduction and Waive the First Reading of Ordinance No. 522 – Adopting Section 2.62.070 – Creek Committee Meeting Time from 7:00 P.M. to 6:00 P.M.
4. Introduction and Waive the First Reading of Ordinance No. 523 Amending the 2005 lone Development Impact Fee Update to include Depot Parks as an Eligible Project

I. REGULAR AGENDA:

5. Additional Staffing for lone Police Department
6. Consideration of Award of the 2020 Pavement Rehabilitation Project and if Approved Adoption of Resolution No. 2020-25 Authorizing the City Manager to Sign a Contract with All American Construction for the 2020 Pavement Rehabilitation Project
7. Adoption of Resolution No. 2020-35 Fixing the Employer Contribution Under the Public Employee's Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants

8. Motion to Approve Submitting a Request for Proposal for Landscape Services in the Castle Oaks Community Facilities District
9. Agreement between Amador County and the City of Ione Regarding Reimbursement of Eligible Expenses Related to COVID-19
10. Agreement Between Amador County and the City of Ione Transferring \$60,000 in County Park and Recreation Impact Fees to the City for the Construction of Tennis/Basketball Courts in Howard Park Amendment of the 2005 Ione Development Impact Fee Update Study to Include the Development of Depot Park
11. Adoption of Resolution No. 2020-36 Adopting the Third Amendment of the Development Agreement for Castle Oaks Golf and Country Club (Villages 4-10) with Fairway Land Investors, LLC; Nueve Verde Properties, LLC and Spyglass View Village, LLC
12. Adoption of Resolution No. 2020-37 Approving the Fiscal Year Budget for 2020/2021

J. CITY MANAGER REPORTS

K. CITY COUNCIL COMMITTEE REPORTS

L. CITY COUNCIL COMMENTS/FUTURE AGENDA ITEMS

M. CLOSED SESSION: None

O. ADJOURNMENT

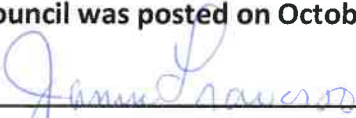
NOTICE REGARDING CHALLENGES TO DECISIONS

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 Lone declare under penalty of perjury that the foregoing agenda for the Tuesday, October 6, 2020 meeting of the Lone City Council was posted on October 2, 2020.



Janice Traverso, City Clerk, City of Lone

CITY OF IONE COUNCIL MEETING MINUTES

Meeting of August 4, 2020

**DUE TO THE GOVERNOR'S EXECUTIVE ORDER N-25-20, THE CITY OF IONE
CONDUCTED ITS MEETING VIA TELECONFERENCE AND IN-PERSON AT 1 E. MAIN STREET,
IONE, CA. MEMBERS OF THE PUBLIC WERE ABLE TO PARTICIPATE BY CALLING THE
FOLLOWING NUMBER:
Dial In: 1-244-501-3412
Access Code: 317-278-197
<https://global.gotomeeting.com/install/317278197>**

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
Absent: Dan Epperson, Councilmember
Tom Reed, Councilmember
Staff: Jon Hanken, City Manager
Sophia Meyer, City Attorney (Teleconference)
Janice Traverso, City Clerk

C. APPROVAL OF AGENDA:

ACTION: It was moved by Councilmember Atlan, seconded by Vice Mayor Rhoades and carried to approve the agenda as written.

AYES: Wratten, Rhoades, Atlan

NOES: None

ABSENT: Epperson, Reed

ABSTAIN: None

D. PRESENTATIONS/ANNOUNCEMENTS: None

E. PUBLIC COMMENT:

- Andy Aguilera with the all the new building, is our treatment plant going to handle the additional homes? Has the Council been looking into the capacity? When is the next sewer meeting—not scheduled at this time.

F. CONSENT CALENDAR:

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

1. Minutes of June 2, 2020 and June 16, 2020.
2. Adoption of Resolution No. 2020-30 – Delinquent Sewer

AYES: Wratten, Rhoades, Atlan

NOES: None

ABSENT: Epperson, Reed

ABSTAIN: None

G. PUBLIC HEARING:

3. Adoption of Resolution No. 2020-29 – Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments thereto from the 2020 Community Development Block Grant Program – Coronavirus Response Round 1 (CDBG-CV1) NOFA dated June 5, 2020. It is estimated that the City of Lone will be eligible to receive up to \$63,003 based on the formula provided by HCD – City Manager reported that the Federal CARES Act allocated funds to the states to address the issues created by the COVID-19 pandemic. The State of California through the Housing and Community Development modified the CDBG program to allow non-entitlement communities to receive a direct allocation of funds, based on the formula for direct allocation communities to address issues caused by the COVID-19 pandemic.

Criteria:

- Length of Time in Business since January 2019
- Have a Current Business License
- Business Operating within the City Limits
- Less than 25 Full Time employees prior to March 1, 2020
- Maximum of 4 Part-Time Employees
- Not be in Default of Taxes Owed to Government Entity
- Provide Financial Information Prior to March 1, 2020 (Income/Expense Report)

Funds Used For:

- Operating Expenses (OE) and Working Capital (W/C)
- Furniture, Fixtures, and Equipment
- Capital Improvements
- Pay Off High Interest Credit Card

Applications are due to the Department of Housing and Community Development by 5:00 p.m. on August 31, 2020

Mayor Wratten opened the Public Hearing at 6:10 p.m. and with no comments from the public it was closed at 6:11 p.m.

After discussion by Council, it was moved by Councilmember Atlan, seconded by Vice Mayor Rhoades and carried to Adopt Resolution 2020-29 with the amendment of reducing the Loan Amount from \$10,000 to \$5,000.

AYES: Wratten, Rhoades, Atlan

NOES: None

ABSENT: Epperson, Reed

ABSTAIN: None

DISCUSSION ITEMS:

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

H. REGULAR AGENDA: None

I. CITY MANAGER REPORTS: None

J. CLOSED SESSION AGENDA: None

K. ADJOURNMENT:

It was moved by Vice Mayor Rhoades, seconded by Councilmember Atlan and carried to adjourn at 6:30 p.m.

Respectfully submitted,

Janice Traverso
City Clerk

CITY OF IONE COUNCIL MEETING MINUTES
Meeting of August 18, 2020

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

Dial In: 1-872-240-3412

Access Code: 873-788-925

<https://global.gotomeeting.com/install/873788925>

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
David Prentice, Assistant City Attorney (Teleconference)
Janice Traverso, City Clerk
John Wanger, City Engineer (Teleconference)

C. APPROVAL OF AGENDA:

ACTION: It was moved by Councilmember Epperson, seconded by Vice Mayor Rhoades and carried to approve the agenda with the addition of Item #7 – Letter to County and State regarding Amador County being included on Watch List for COVID-19.

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSENT: None

ABSTAIN: None

D. PRESENTATIONS/ANNOUNCEMENTS: None

E. PUBLIC COMMENT: None

F. CONSENT CALENDAR: None

G. PUBLIC HEARING: None

DISCUSSION ITEMS:

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

H. REGULAR AGENDA:

1. Adoption of Resolution No. 2020-31 Approval of Subdivision Improvement Agreement, Final Map and ARSA Easement for Castle Oaks Village 8A – City Engineer John Wanger reported that the final map for Castle Oaks Village 8A is comprised of 42 single family residential lots, 2 parcels for landscaping along Castle Oaks Drive, 1 parcel for open space along Mule Creek, public utility easements, public facility easements and road right of way easements. It was submitted to the City for review and consideration of approval and recordation. The map has been found to be in conformance with the conditions of approval for the Castle Oaks Development, City Ordinances and the Subdivision Map Act. Lots A and B are parcels for landscaping along Castle Oaks Drive and Lot C is an open space parcel adjacent to Mule Creek. There was discussion by Council rejecting the Offer of Dedication for Lots A, B and C. After discussion by Council, it was moved by Councilmember Epperson, seconded by Councilmember Atlan and carried to adopt Resolution No. 2020-31 and rejecting the Offer of Dedication for Lots A, B and C.

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSENT: None

ABSTAIN: None

2. Adoption of Resolution No. 2020-25 Award of Bid for 2020 Pavement Management Project – This item was continued from the July 28, 2020 meeting. After discussion by Council, it was moved by Councilmember Atlan, seconded by Councilmember Epperson and carried to continue this item until the Fiscal Year 2020/2021 Budget has been approved.

AYES: Wratten, Atlan, Epperson, Reed

NOES: Rhoades

ABSENT: None

ABSTAIN: None

3. Adoption of Resolution No. 2020-32 Approving an Application for Per Capita Grant Funds City Manager Jon Hanken explained that the City will received a grant in the amount of \$177,952 for the California Per Capita Grant, with a match of 20%. The Per Capita Grant will be used to construct Depot Park. It was moved by Councilmember Reed, seconded by Vice Mayor Rhoades and carried to adopt Resolution No. 2020-32 approving the application for the Per Capita Grant.

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSENT: None

ABSTAIN: None

4. Adoption of Resolution No. 2020-33 Extending the FY2019/2020 Final Budget to October 6, 2020 - It was moved by Councilmember Atlan, seconded by Councilmember Reed and carried to adopt Resolution No. 2020-33 Extending the Fiscal Year 2019/2020 Final Budget to October 6, 2020.

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSENT: None

ABSTAIN: None

5. Approval of Amendments to the Solar Field Site Lease Agreement and the Power Purchase Agreement to Reflect the Actual Location of the Solar Panels on City Property Located at 9832 Five Mile Drive and Approve a Memorandum of Site Lease – City Manager Hanken reported that during the construction of the solar field site, the panels were located a little farther south of the original site in order to stay away from the City’s dirt pile, which is located on the eastern side of the pile and is shown in Exhibit A of the Site Lease Agreement and Exhibit A and B of the Power Purchase Agreement. The Memorandum of Site Lease is a short form of the actual site lease agreement that will be notarized and recorded. Approving these amendments will accurately reflect the solar site location in our agreements. After discussion by Council, it was moved by Councilmember Epperson, seconded by Councilmember Atlan and carried to approve the amendments to the Solar Field Site Lease and Power Purchase Agreement.

AYES: Wratten, Rhoades, Atlan, Epperson, Reed

NOES: None

ABSENT: None

ABSTAIN: None

6. Approval of City Manager’s Contract – January 1, 2020 through December 31, 2020 – It was moved by Councilmember Atlan, seconded by Councilmember Reed and carried to approve the City Manager’s Contract for the period January 1, 2020 through December 31, 2020.

AYES: Wratten, Atlan, Epperson, Reed

NOES: Rhoades

ABSENT: None

ABSTAIN: None

7. Letter to Amador County and State of California regarding proposed shutdown of businesses due to COVID-19 – Direction was given to staff to prepare a letter to the County and State regarding lifting some of the restrictions on businesses due to COVID-19.

I. CITY MANAGER REPORTS:

J. CITY COUNCIL COMMITTEE REPORTS:

K. CITY COUNCIL COMMENTS/FUTURE AGENDA ITEMS:

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

- Pursuant to California government Code 54957; Performance Evaluation;
Title: City Manager
- Pursuant to California Government Code 54957; Performance Evaluation;
Title: PERC Water
- Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(1), Existing Litigation City of Ione v. Ione 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

M. DISPOSITION OF CLOSED SESSION:

Council reconvened to Open Session and Mayor Wratten announced that Direction was given on the following:

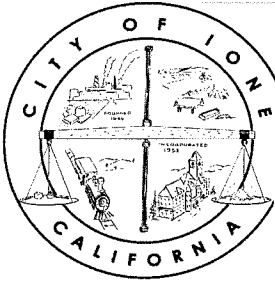
- Pursuant to California Government Code 54957; Performance Evaluation
Title: City Manager
- Pursuant to California Government Code 54957; Performance Evaluation;
Title: PERC Water
- Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(1), Existing Litigation City of Lone v. Lone 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

N. ADJOURNMENT:

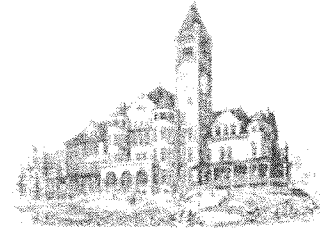
It was moved by Councilmember Epperson, seconded by Councilmember Reed and carried to adjourn.

Respectfully submitted,

Janice Traverso
City Clerk



CITY OF IONE CITY COUNCIL STAFF REPORT



FOR THE MEETING OF: OCTOBER 6, 2020

DATE: OCTOBER 6, 2020

TO: COUNCILMEMBERS

FROM: DIANE WRATTEN, MAYOR

**SUBJECT: RE-APPOINTMENT OF TWO COMMISSIONERS TO THE PARK
AND RECREATION COMMISSION FOR TWO YEAR TERMS
SEPTEMBER, 2020 – SEPTEMBER, 2022**

RECOMMENDED ACTION:

Request Council to confirm my re-appointment of two Commissioners to the Park and Recreation Commission for a two year term – September 2020-2022.

DISCUSSION:

The two year term for Commissioners, Angela Bennet and Rodney Plamondon expired at the end of September. Both commissioners wish to be re-appointed for another two year term. Please see attached e-mail from each of the Commissioners.

TYPE OF ITEM:

☐ Consent
☒ Departmental
☐ Public Hearing
☐ Other Written Correspondence

PREVIOUS ACTION/REFERRAL:

Council Order No. _____

Meeting of: _____

City Council for the City of Ione

Upon motion of Council Member

Seconded by Council Member

And carried _____ by those members present,

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

Dated: _____

Janice Traverso, City Clerk

By: _____

From: Angela Bennett <angelabennett1008@gmail.com>
Sent: Thursday, September 3, 2020 8:32 AM
To: Janice Traverso
Cc: Jon Hanken
Subject: Re: Park & Recreation Commissioner Term

Hi Janice,

If someone else is wanting the position, please let me know. I am happy to stay on. I do apologize for missing the last two. I really do forget when it's a zoom format. Thank you, Angela

Sent from my iPhone

On Sep 2, 2020, at 11:46 AM, Janice Traverso <JTraverso@ione-ca.com> wrote:

Hi Angela: Your term on the Park & Recreation Commission will expire at the end of the month. Please let me know if you would like to be appointed for another two year term. I will be bringing this to Council on September 15th. Thanks. Janice

Janice Traverso

From: rodney plamondon <rodneyplamondon@hotmail.com>
Sent: Wednesday, September 2, 2020 2:27 PM
To: Janice Traverso
Subject: Re: Park & Recreation Commission

Yes I'd like to stay on the commission.

Sent from my iPhone

On Sep 2, 2020, at 11:49 AM, Janice Traverso <JTraverso@ione-ca.com> wrote:

Hi Rodney: Your term on the Park & Recreation Commission will expire at the end of the month. Please let me know if you would to be reappointed for another 2 year term. I will be taking this to the Council at the September 15th meeting. Please let me know. Thanks.

Agenda Item

#3

DATE: October 6, 2020

TO: Ione City Council

FROM: Janice Traverso, City Clerk, Ione Creek Committee

SUBJECT: Public Hearing – Discussion and 1st Reading of Ordinance No. 522 Adopting
Section
2.62.070 – Creek Committee Meeting Times as Amended

RECOMMENDED ACTION:

Hold a public hearing regarding the proposed change in meeting time for the Ione Creek Committee

Review and discuss proposed Ordinance No. 522 – Adopting Section 2.62.070 – Creek Committee Meeting Times as Amended

Set for a 2nd reading and adoption of the Resolution at the next regular meeting.

Motion: _____ / _____

FISCAL IMPACT:

None.

BACKGROUND:

The Ione Creek Committee has expressed their desire to hold their regularly scheduled meetings at 6 p.m. instead of 7 p.m. as set forth in the Ione Municipal Code.

This time would continue to allow for public participation in the meetings as it is still after normal business hours, and would give an additional hour each evening to discuss important issues brought before the committee.

This Ordinance would amend section 2.62.070 of the Ione Municipal Code to allow for this change.

The change would take effect 30 days after adoption by the City Council.

ORDINANCE NO. 522

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IONE ADOPTING SECTION
2.62.070 – CREEK COMMITTEE MEETING TIMES AS AMENDED

WHEREAS, the City of Ione established a Creek Committee to act as an advisory capacity to the City Council; and

WHEREAS, the Creek Committee desires to change the established meeting time from 7:00 p.m. to 6:00 p.m. on the second Thursday of each month; and

WHEREAS, the City has no objection to the proposed change; and

WHEREAS, the adjustment in the time of the meeting shall not affect the public's participation in the committee meetings; and

WHEREAS, the proposed revisions have been incorporated into the amended Section 2.62.070 of the Ione Municipal Code.

NOW THEREFORE BE IT ORDAINED, that the City Council of the City of Ione, State of California, does hereby rescind the previous Section 2.62.070, and

BE IT FURTHER ORDAINED, that the City Council of the City of Ione, State of California, adopts the amended Section 2.62.070 – Meetings – Time attached below.

CITY OF IONE

Chapter 2.62 – IONE CREEK COMMITTEE

2.62.070 – Meetings – Time.

The commission shall meet at six p.m. (6:00 p.m.) on the second Thursday of each and every month, except when that day falls on a legal holiday. In which case the meeting shall be held on the day following the holiday, and the meeting shall be a regular meeting of the commission. The commission may adjourn any regular meeting of the commission from time to time or place to place so as long as the adjournment shall not extend to a point in time beyond the day of the next regular meeting of the commission.

Effective Date

This ordinance shall be effective 30 days following its adoption by the City Council of the City of Ione. A summary of this ordinance shall, within fifteen (15) days after passage, be published in accordance with Section 36933 of the Government Code of the State of California, with the names of the City Council members voting for and against it.

INTRODUCED at a regular meeting of the City Council of the City of Ione on the _____ day of _____, 2020; and

PASSED AND ADOPTED this _____ day of _____, 2020 by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

DIANE WRATTEN, MAYOR
CITY OF IONE

ATTEST:

Janice Traverso, City Clerk

APPROVED AS TO FORM:

Sophia R. Meyer, City Attorney



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



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT at 6:00 p.m. on Tuesday, October 6, 2020 the Ione City Council will hold a public hearing to give the public the opportunity to comment on the following item:

Adoption of Ordinance No. 522 – Adopting Section 2.62.070 – Creek Committee Meeting Time from 7:00 PM to 6:00 PM on the second Thursday of each month.

IN COMPLIANCE WITH THE GOVERNOR'S EXECUTIVE ORDER N-25-20, THE CITY COUNCIL WILL BE CONDUCTING ITS 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: 1-312-757-3121; ACCESS CODE: 291-539-861. PUBLIC COMMENT WILL ALSO BE ACCEPTED BY EMAIL AT jtraverso@ione-ca.com. ALL EMAILS MUST BE RECEIVED PRIOR TO THE START OF THE MEETING AND WILL BE INCORPORATED INTO THE RECORD. WRITTEN COMMENTS MAY ALSO BE SUBMITTED TO THE CITY CLERK, CITY OF IONE, P.O. BOX 398, IONE, CA 95640 AND MUST BE RECEIVED NO LATER THAN 6:00 P.M. TUESDAY, OCTOBER 6, 2020.

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, 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 the City Clerk 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.

Dated: Friday, September 25, 2020
Janice Traverso, City Clerk

Agenda Item

#4

DATE: September 29, 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 2005 Ione Development Impact Fee Update to include Depot Park as an Eligible Project

RECOMMENDED ACTION: The Ione City Council is being asked to adopt Ordinance No. 523: An Ordinance of the City Council of the City of Ione Amending the 2005 Ione Development Impact Fee Update to include Depot Park as an Eligible Project.

Motion: _____/_____.

FISCAL IMPACT: Amending the 2005 Ione Development Impact Fee Nexus Study to include Depot Park would allow Impact Fees to be for the construction of Depot Park.

BACKGROUND: As staff began work on the State's Per Capita Grant program, the program's match requirement got staff thinking of the best ways to maximize those dollars. The Per Capita Grant requires a local match of 20 percent. Many of the Park eligible items in the 2005 Ione Development Impact Fee Nexus Study requires a 33 percent local match.

The maximum amount of dollars available to the City under the Per Capita Grant program is \$177,952. If the City used those grant funds as the match (1/3) portion of the project cost, an additional \$355,905 (2/3) in impact fees could be available. This would give the Depot Park project an overall budget of \$533,858. This matching fund process was utilized for the tennis courts which are currently being constructed. The City is using County Parks Impact Fees for the match portion for that project.

In order to legally utilize Impact Fees for Depot Park, the park needs to be added to the 2005 Nexus Study. Staff believes that this can be accomplished without changing the cost estimates in the plan. For instance, the 2005 Ione Development Impact Fee Update states that the City is going to build a restroom/concession stand for \$887,000. That dollar figure is extremely high and a restroom could be constructed at Depot Park with those funds, as well as a facility at Howard Park.

Other line items in the 2005 Ione Development Impact Fee Update for Parks that staff believes there is room to accommodate the construction cost of Depot Park include:

Grading and Drainage -	\$1,974,500
Parking -	\$ 312,500
Picnic Shelter Gazebo -	\$ 181,250
New Turf/Fields/Meadows -	\$ 583,750
Play Structures -	\$ 163,500
Lighting -	\$ 499,500

A public hearing on this issue is required. If Council approves the request for amend, then the first reading of the Ordinance can take place. A second reading will be required at the next Council meeting.

Attachments:

Draft Ordinance No. 534: An Ordinance of the City Council of the City of Ione Amending the 2005 Ione Development Impact Fee Update to include Depot Park as an Eligible Project.

Copy of pages 4-7 to 4-11 of the 2005 Ione Development Impact Fee Update related to Parks.

ORDINANCE NO. 523

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IONE AMENDING THE 2005 IONE DEVELOPMENT IMPACT FEE UPDATE TO INCLUDE DEPOT PARK AS AN ELIGIBLE PROJECT

WHEREAS, the City of Ione adopted the City of Ione Development Impact Fee Update, which included fees for parks in 2005; and

WHEREAS, the 2005 Ione Development Impact Fee Update only identified growth related improvements to Howard Park; and

WHEREAS, the residential development that has occurred in City of Ione between 2005 and 2020 has created the need for a new community park; and

WHEREAS, the Ione City Council has designated property it owns at the corner of South Mill St. and West Marlette Street as a city park to meet the increased recreation demand caused by new growth; and

WHEREAS, the Ione City Council named this new park Depot Park; and

WHEREAS, the City of Ione will be submitting a Per Capita grant application for \$177,952 to the State of California to help fund the construction of Depot Park; and

WHEREAS, the Ione City Council held a public hearing on amending the 2005 Ione Development Impact Fee Update to include the construction of Depot Park at its regular meeting on October 6, 2020; and

WHEREAS, an ordinance has been brought before Council to amend the 2005 Ione Development Impact Fee Update to include the construction of Depot Park to meet the increased recreation demand caused by new growth.

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

The 2005 Ione Development Impact Fee Update is hereby amended to include the construction of Depot Park as an eligible project to meet the increased recreation demand caused by new growth.

The foregoing ordinance was duly introduced at the City Council meeting held on the 6st day of October, 2020 and adopted by the City Council at their meeting held on _____ by the following vote:

AYES:

NOES:

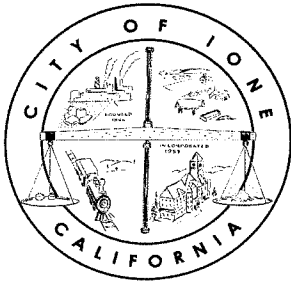
ABSTAIN:

ABSENT:

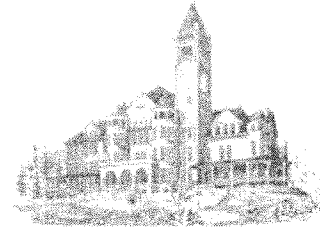
Diane Wratten, Mayor

Attest:

Janice Traverso, City Clerk



CITY OF IONE CITY COUNCIL STAFF REPORT



FOR THE MEETING OF: OCTOBER 6, 2020

DATE: September 30, 2020
TO: JON HANKEN, CITY MANAGER / CITY COUNCIL
FROM: TRACY BUSBY, POLICE CHIEF
SUBJECT: ADDITIONAL STAFFING

RECOMMENDED ACTION:

Staff recommends that the City Council

1. Take action to approve creation of new Police Sergeant position.

BACKGROUND:

Due to enhanced staffing levels caused by the growth of the Ione community, including the opening of Harrah's Northern California Casino, an additional Sergeant position is needed to meet the operational requirements of the Department, and provide supervision for the increased staffing.

DISCUSSION:

Currently, the Ione Police Department consists of 1 Chief of Police, 1 Sergeant, 7 Police Officers, and 1 extra-hire Police Officer, who are responsible for providing public safety services to the citizens of Ione, including the duties of Animal Control and Code Enforcement. Additionally, the Department utilizes a volunteer staff of 16 Volunteer

TYPE OF ITEM:

_____ Consent
_____ Departmental
_____ Public Hearing
_____ Other Written Correspondence

PREVIOUS ACTION/REFERRAL:

Council Order No. _____

Meeting of: _____

City Council for the City of Ione

Upon motion of Council Member

Seconded by Council Member

And carried _____ by those members present,

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

Dated: _____

Janice Traverso, City Clerk

By: _____

Patrol Officers who perform various clerical and non-sworn patrol duties.

The Sergeant currently provides direct supervision of all Police Officers and Volunteer Officers. Due to the growth in staffing over the last few years, coupled with administrative tasks that need to be completed, the Sergeant is unable to provide adequate supervision.

With the addition of a second Sergeant, daily administrative duties will be split between them, and they will also be required to work patrol. Having two Sergeants will provide for more direct supervision, resulting in more mentoring and coaching, better evaluation of employee performance, and reduction of liability. The increase will also provide for better in-house training, which has been lacking due to the Department's rapid growth and overloaded administration duties.

Creation of this position will come from existing staff, and financial impact will be minimal.

After consulting with the Union, there is no opposition to the newly created Sergeant position, which will be represented by the Union.

RECOMMENDED ACTION:

Staff seeks City Council approval for creating an additional Police Sergeant position. Source of revenue will come from existing funds.

ATTACHMENTS:

None.

Agenda Item

6

DATE: October 6, 2020

TO: Honorable City Council

FROM: John Wanger, City Engineer

SUBJECT: Consideration of Award of the 2020 Pavement Rehabilitation Project

RECOMMENDED ACTION:

That the City Council:

- a. Receive staff report and provide direction to staff. If the Council elects to award the project to All-American Construction, a resolution has been attached for consideration.

FISCAL IMPACT:

Funding for the project will come from both Gas Tax funds (Fund 2111), from FY2019/20 SB-1 monies as received by the State.

BACKGROUND:

At the August 18, 2020 City Council meeting, an item was presented to the Council for consideration of awarding the 2020 Paving Project. At the meeting, the direction provided to staff is to wait until overall City budget discussions had taken place and to bring the item back for consideration in October. The August 18, 2020 staff report is attached for your information.

Staff is requesting that the Council provide direction regarding whether they would like to pursue awarding the project or reject all bids. If the Council desires to award the project, a resolution has been provided. If the Council decides to defer this project, the Council should direct staff to reject all bids.

Please note that if the direction is to award the project, the feasibility of construction may or may not be feasible at this time due to weather/temperature constraints. If temperatures stay warm enough it may be possible, but if temperatures fall, the proposed slurry seal portion of the work may have curing issues.

Attachments:

August 18, 2020 staff report
Resolution

RESOLUTION NO. 2020-25

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF IONE, STATE OF CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH ALL-
AMERICAN CONSTRUCTION FOR THE 2020 PAVEMENT REHABILITATION
PROJECT**

WHEREAS, in accordance with California Public Contract Code Section 22037 and other applicable law, the City of Ione solicited bids for the City of Ione 2020 Pavement Rehabilitation Project ("Project"); and

WHEREAS, bids for the Project were due on July 14, 2020 and nine bids were received ranging in price from \$157,300.40 to \$325,123 with the low bid submitted by All-American Construction; and

WHEREAS, staff has determined that All-American Construction bid satisfies the bidding requirements for the Project; and

WHEREAS, staff has verified that All-American Construction possesses a valid California Contractor's Licenses under the requested Class A, number 948762 (expires June 30, 2022) as required to qualify to perform the Project, as well as All-American Construction and all of the listed subcontractors have valid Department of Industrial Relations registration numbers; and

WHEREAS, the Project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the following authorities: Section 15301(c) of Title 14 of the California Code of Regulations for repair and maintenance of existing highway and street facilities.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF IONE AS FOLLOWS:**

1. The above recitals are true and correct and are hereby incorporated into this Resolution as findings of the City Council of the City of Ione.
2. The Project is categorically exempt from CEQA in accordance with the CEQA guidelines as cited in this resolution.
3. The City Council of the City of Ione hereby finds the bid of All-American Construction for the City of Ione 2020 Pavement Rehabilitation Project to be a responsive bid and waives any irregularities in such bid in accordance with applicable law.
4. The contract for the City of Ione 2020 Pavement Rehabilitation Project is hereby awarded to All-American Construction, in the amount of \$157,300.40, conditioned on All-American Construction' timely executing the Project contract and submitting all required documents, including, but not limited to, executed bonds/surety, certificates of insurance, and endorsements, in accordance with the Project bid documents.

5. The City Manager is hereby authorized and directed to execute with All-American Construction for performance of the Project in accordance with the bid documents and applicable law upon submission by All-American Construction of all documents required pursuant to the Project bid documents.

6. That the maximum overall budget for the Project be established at \$173,030.

7. The City Manager is hereby authorized to execute any contract change orders in accordance with the Project contract documents so long as the total Project cost does not exceed the total funding for this Project in the adopted budget.

8. City staff is hereby directed to issue a Notice of Award to All-American Construction.

9. This Resolution shall become effective immediately.

10. All portions of this resolution are severable. Should any individual component of this Resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining resolution portions shall be and continue in full force and effect, except as to those resolution portions that have been adjudged invalid. The City Council of the City of Lone hereby declares that it would have adopted this Resolution and each section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one or more section subsection, clause sentence, phrase or other portion may be held invalid or unconstitutional.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council on this 6th day of October 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Diane Wratten, Mayor

Janice Traverso, City Clerk

Agenda Item

7

DATE: September 30, 2020

TO: Lone City Council

FROM: Jon G. Hanken, City Manager

SUBJECT: Resolution No. 2020-35: Fixing the Employer Contribution Under the Public Employee's Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants.

RECOMMENDED ACTION: Council is being asked to approve Resolution No. 2020-35: Fixing the Employer Contribution under the Public Employee's Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants.

Motion: _____/_____.

FISCAL IMPACT: There is no fiscal impact to the City. Instead of paying CalPERS up to \$1,250.00 per month for retiree insurance premiums, the city will pay CalPERS the statutory minimum amount prescribed by Government Code section 22892, CalPERS will deduct the remainder of the premium for the retiree's retirement payment and the City will reimburse the retiree that amount deducted from their payment.

BACKGROUND: The City of Lone changed how it handles retiree medical insurance when it adopted its new Employee Handbook. The City's policy states:

For covered employee hired prior to July 1, 2019, who retire from active City service after five or more years of full-time service with the City of Lone; the retiree medical premiums 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, Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the City of Lone directly to CalPERS.

To help explain the process, staff will use the following example: A retiree, eligible for this benefit, has Employee plus One coverage and their insurance premium is \$1,250 per month. The City would pay the statutory premium of \$143.00 and CalPERS would deduct \$1,107.00 from the retiree's retirement payment. The City of Lone would then reimburse the retiree \$1,107.00 for the payment. If the retiree received a monthly retirement payment which is less than the monthly insurance premium, the retiree would need to pay the difference to CalPERS. The City would still reimburse the retiree for the total amount of the monthly premium of \$1,107.00.

CalPERS requires that the attached resolution be adopted by Council in order for the new process to begin January 1, 2021. Currently the City has only 5 retirees that will be impacted by this policy change. Two more retirees will be added on January 1, 2021.

Attachments: Resolution No. 2020-35: Fixing the Employer Contribution Under the Public Employee's Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants.

RESOLUTION NO. 2020-35
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

- WHEREAS, (1) City of Ione is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and
- WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and
- WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it
- RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of the PEMHCA Minimum per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further
- RESOLVED, (b) City of Ione has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (c) That the participation of the employees and annuitants of City of Ione shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of Ione would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, City Manager to file with the Board a verified copy of this resolution, and to perform on behalf of City of Ione all functions required of it under the Act; and be it further
- RESOLVED, (e) That coverage under the Act be effective on January 1, 2021.

Adopted at a regular meeting of the Ione City Council at Ione, California, this 6th day of October, 2020.

Signed: _____
Diane Wratten, Mayor

Attest: _____
Janice Traverso, City Clerk

Agenda Item

8

DATE: September 30, 2020

TO: Ione City Council

FROM: Jon Hanken, City Manager

SUBJECT: Motion to Approve Submitting a Request For Proposal for Landscape Services in the Castle Oaks Community Facilities District.

RECOMMENDED ACTION: Authorize the City to send out a Request for Proposal (RFP) for landscape services at Castle Oaks.

Motion: _____/_____.

FISCAL IMPACT: Funds to pay for the landscape maintenance services would come from the revenues collected from the properties in the Communities Facilities District (CFD).

BACKGROUND: The City manages revenues collected through Community Facilities District (CFD) No. 2005-2 (Improvement Area 3) and Community Facility District (CFD) 2009-3 located in Castle Oaks. Total number of properties within these CFDs is 577.

The landscape maintenance area that the proposed RFP includes the Castle Oaks frontage on Highway 104, the median on Castle Oaks Drive, and all open space dedicated to the City in Villages 4, 5 and 8. (See Attached Maps). Villages 6, 9 and 10 will be developed at a later date and will, in all likelihood, have property that will be dedicated to the City and will need to be included in future agreements.

Currently, Simmon's Landscaping Services has the landscaping contract. The contract has expired and Council has expressed an interest in going out to bid. Attached is draft Request for Proposal for Council review. If approved, Staff will begin advertising. The anticipated closing date for submittal would be Thursday, October 29, 2020.

Attachments: Draft Request for Qualifications for Landscape Services.

REQUEST FOR PROPOSALS LANDSCAPE MAINTENANCE

The City of Lone, California is requesting proposals from qualified landscape contractors to provide appropriate landscape maintenance of the common areas at the Castle Oaks Subdivision, specifically the Castle Oaks frontage on Highway 104, the median strip along Castle Oaks Drive, and open spaces located in Castle Oaks Villages 4, 5 and 8, as outlined on the attached maps.

This agreement would remain in effect for a period of two (2) years. This contract can be renewed for a subsequent term of two (2) years upon the mutual agreement of the parties.

JOB SPECIFICS

- A. Mow and maintain treed median and frontage. This includes trimming, pruning, fertilization, weed control, and maintenance of the irrigation system, of the area outlined on Attachment 1.
- B. Mow and maintain selected spaces in Subdivision Villages 4, 5 and 8 which has been or will be turned over to the City in the near future. The full list is provided in Attachment 2. This will include trimming, pruning, fertilization, and weed control.
- C. Replace plants and shrubs as needed with a focus on low water usage vegetation.
- C. Clean, remove, and dispose of the debris created during mowing and maintenance in all areas.

SELECTION PROCESS

The criteria to be used in the selection process shall include:

- A. Specialized and recent experience in the type of work required by this project.
- B. Record of the Firm in accomplishing similar services in the required time.
- C. Quality of work previously performed.
- D. Professional qualifications.

SUBMISSION REQUIREMENTS.

Vendors desiring to be considered for this project shall submit the following:

- A. A schedule for implementation of the services outlined (weekly, biweekly?).
- B. A fee proposal based on the following:
 - 1. A unit price per entire project to complete the tasks as described under Job Specifics and a total "not to exceed" amount.
 - 2. A list of any documentation or materials provided by the City that are deemed necessary for the firm to complete the service, such as a pesticide applicator's license, weed applicator's license.
 - 3. Contractor's License Number, Bond, and copy of Liability Insurance Coverage.
 - 4. List of references.

Three (3) copies of the proposal must be submitted to City Hall, #1 East Main Street, P.O. Box 398, Ione, CA 95640 by **3:00 pm on Thursday, October 29, 2020**. The City of Ione reserves the right to refuse any or all bids.

Questions regarding the RFP should be directed to:

City Manager's Office
City of Ione
P.O. Box 398
1 East Main Street
Ione, CA 95640
209-274-2412 Ext. 111
Email: jhanken@ione-ca.com

Attachment 1

Castle Oaks Median Maintenance RFP

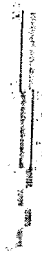
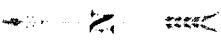


THE CASE OF BEARING OF THIS SUBJECT IDENTICAL WITH THAT OF THE CASE OF BEARING LINE AS SHOWN ON THE FINAL MAP OF CATTLE COUNT, 1947. NO RECORD FOR BEARING IN BOUNDS OF FINAL MAPS FILED; OFFICIAL RECORDS OF MAJOR COUNTY, FROM BETWEEN FINAL BEARING REFERENCE IN BOUNDS TO THE 20TH AND 21ST. THE BEARING GIVEN AS BEARING IN THE WEST, AS SHOWN ON STATE HIGHWAY MAP OF BEARING FOR CATTLE COUNT, MAJOR COUNTY AND MAJOR COUNTY SET IN THE RECORDS OF THE MAJOR COUNTY RECORDS, IN BOUNDS OF OFFICIAL RECORDS, AT PAGE 20, MAJOR COUNTY RECORDS.

2015-07-29 15:07:59
CALL 0282
+353 85 871 230

5
2
3

BASIS OF BEARINGS
STATE HIGHWAY 104

UNFIN

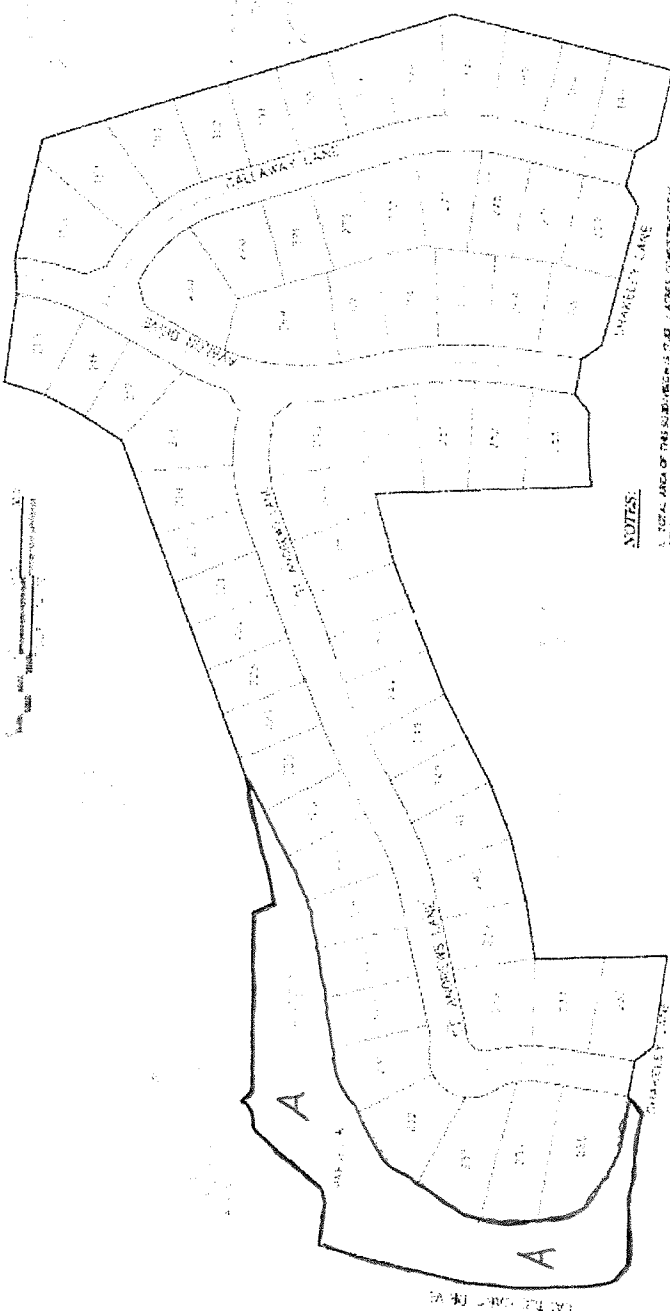
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NEW YORK

17. CATTLE CLASS LISTING: 1, 2, 3, 4
18. CATTLE BREED: ALL CATTLE
19. CATTLE CLASS WILLING: 1, 2, 3
20. CONVENTIONAL CERTIFICATE OF COMPLIANCE
DO NOT SIGN THIS PAGE

NOTES:

1. TOTAL AREA OF THIS SUBWATER IS 7.6 ACRES, COMPREHENDING AN ADDITIONAL 10 FEET AND ONE INCH WIDE CHANNELS.
2. ALL CURVES ARE ROUNDED WITH RADII, DIST. AND ARC LENGTH. ALL DISTANCES ARE SHOWN IN FEET AND INCHES, THUS.
3. LET A 4000 POUND SMALL BOAT BE ANCHORED IN THE 100' OF RISE FOR OPEN SPACE PURPOSE.



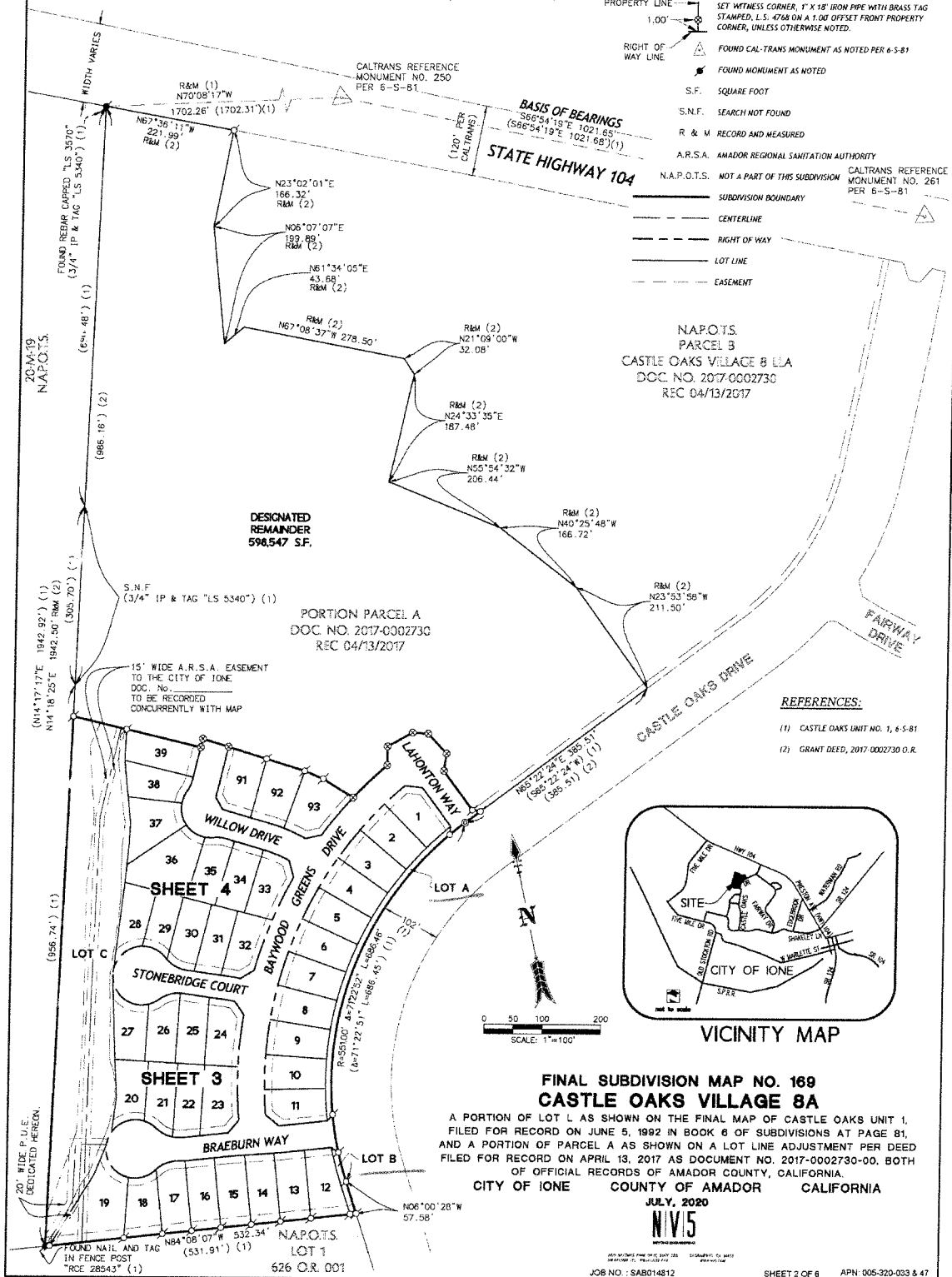
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1755

1. TOTAL AREA OF THIS SUBDIVISION IS 23.87 ± ACRES, CONSISTING OF 42 RESIDENTIAL LOTS AND 3 OPEN SPACE LOTS.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. LOTS A, B & C SHOWN HEREON ARE HEREBY DEDICATED IN FEE FOR OPEN SPACE PURPOSES.

THE BASIS OF BEARING OF THIS SURVEY IS IDENTICAL WITH THAT OF THE BASIS OF BEARING'S LINE AS SHOWN ON THE FINAL MAP OF CASTLE DAKS UNIT NO. 1, FILED FOR RECORD IN BOOK 6 OF FINAL MAPS, PAGE 61, OFFICIAL RECORDS OF AMADOR COUNTY, BETWEEN FROWN FOUND CALTRANS REFERENCE MONUMENTS NO. 250 AND NO. 261, THE BEARING IS GIVEN AS NORTH 66° 54' 19" WEST, AS SHOWN ON STATE HIGHWAY MAP OF ROUTE 104, DISTRICT 10, AMADOR COUNTY AND AS PER GANT DEED FILED DECEMBER 21, 1990 AS INSTRUMENT NO. 012451, IN BOOK 0626 OF OFFICIAL RECORDS, AT PAGE 001, AMADOR COUNTY RECORDS.

SET 2" BRASS DISK STAMPED L.S. 4768 IN CONCRETE MONUMENT WELL.
 SET 1" X 18" IRON PIPE, WITH BRASS TAG STAMPED L.S. 4768, OR A LEAD TAG AND TAG STAMPED L.S. 4768 ON A 4.00 OFFSET. ALL POINTS OF CURVATURE AND ANGLE POINTS ALONG THE STREET RIGHT-OF-WAY ARE MEASURED RADICALLY OR BRIGHT ANGLES, UNLESS OTHERWISE NOTED.
 SET WITNESS CORNER, 1" X 18" IRON PIPE WITH BRASS TAG STAMPED L.S. 4768 ON A 1.00' OFFSET FRONT PROPERTY CORNER, UNLESS OTHERWISE NOTED.
 FOUND CAL-TRANS MONUMENT AS NOTED PER 6-5-81
 FOUND MONUMENT AS NOTED
 SQUARE FOOT
 RECORD NOT FOUND
 RECORDED AND MEASURED
 AMADOR REGIONAL SANITATION AUTHORITY
 NOT A PART OF THIS SUBDIVISION
 CALTRANS REFERENCE
 MONUMENT NO. 261
 PER 6-5-81



Agenda Item

9

DATE: September 30, 2020

TO: Ione City Council

FROM: Jon G. Hanken, City Manager

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

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

Motion: _____/_____.

FISCAL IMPACT: If approved, the City will receive \$115,000 for COVID-19 related expenses.

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

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

Staff is proposing to utilize the \$115,000 to replace/repair the roof at E.B. Hall. The County approved funding for this project after they consulted with the State of California. Staff will be meeting with a licensed roofing contractor on Friday, October 2, 2020 to explore the options. Staff will provide an update on the available options at the October 6, 2020 City Council meeting. The monies have to be expended by December 30, 2020.

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

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

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

RECITALS

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. **RECITALS.** The parties acknowledge the truth of the above recitals, which are incorporated into this Agreement by this reference.
2. **REIMBURSEMENT OF ELIGIBLE COVID-19 Expenses.** The County agrees to reimburse the City for up to \$115,000 for expenses for the installation of a new roof for Evalynn Bishop Hall incurred in responding to the COVID-19 public health emergency from the CARES Act fund allocated to the County. Eligible expenses are describe in more detail on Attachment A, attached and incorporated by this reference, which describes the reimbursable expenses. The County is not obligated to reimburse any expenses related to payroll costs, or any expenses the County, in its sole discretion, determines to be ineligible.

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

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

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

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

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

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

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

To City: NAME
 TITLE
 ADDRESS
 CITY, CA ZIP

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

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

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

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

COUNTY OF AMADOR

CITY OF IONE

BY: _____
Chairman, Board of Supervisors

BY: _____
DIANE WRATTEN, Mayor City of Ione

ATTEST:
JENNIFER BURNS, Clerk of the Board of
Supervisors

ATTEST:
JANICE TRAVERSO, City Clerk

BY: _____

BY: _____

APPROVED AS TO FORM:
Office of the County Counsel

APPROVED AS TO FORM:
Counsel for City of Ione

BY: _____
Gregory Gillott

BY: _____
Sophia Meyer

ATTACHMENT A

Amador County Coronavirus Relief Funding

Amador County will reimburse City of Ione for up to \$115,000.00 for expenses for the installation of a new roof for Evalynn Bishop Hall incurred in responding to COVID-19 from the Coronavirus Relief Funds we'll be receiving from the State as part of the CAREs Act. We are not reimbursing for any payroll costs or items that can't be documented as having been paid by the agency during the eligible period. Items cannot have been reimbursed by another grant or similar source.

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

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

Eligible Items:

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

What we'll require for reimbursement:

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

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

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

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

Agenda Item

#10

DATE: September 28, 2020

TO: Lone City Council

FROM: Jon G. Hanken, City Manager

SUBJECT: Agreement Between Amador County and the City of Lone Transferring \$60,000 in County Park and Recreation Impact Fees to the City for the Construction of Tennis/Basketball Courts in Howard Park.

RECOMMENDED ACTION: Council is being asked to approve an agreement between Amador County and the City of Lone transferring \$60,000 in County Park and Recreation Impact Fees to the City of Lone for the construction of tennis/basketball courts in Howard Park.

Motion: _____/_____.

FISCAL IMPACT: If approved, the City will receive \$60,000 for the tennis/basketball courts at Howard Park.

BACKGROUND: Amador County approved County Park and Recreation Impact Fees in the amount not to exceed \$60,000 for the construction of tennis/basketball courts in Howard Park. The agreement gives the City 12 months from the date of this executed agreement to construct the courts. The courts are currently being constructed. The concrete pad was poured at the end of September and staff anticipates project completion by the end of the year.

Attachments: Draft Agreement Between Amador County and the City of Lone Transferring \$60,000 in County Park and Recreation Impact Fees to the City for the Construction of Tennis/Basketball Courts in Howard Park.

AGREEMENT TRANSFERRING PARK AND RECREATION IMPACT FEES

THIS AGREEMENT TRANSFERRING PARK AND RECREATION IMPACT FEES (this "Agreement") is entered into as of _____, 2020 by and between the COUNTY OF AMADOR, a political subdivision of the State of California ("County") and the CITY OF IONE, a municipal corporation ("City").

RECITALS

A. In 2007, the County implemented Park and Recreation Impact Fees ("Impact Fees") in order to mitigate impacts to parks and recreation caused by new development in the unincorporated County.

B. The Impact Fees are required by the County in connection with permits for new development within the unincorporated County. In order to best ensure that the Impact Fees are used to offset the impact of the particular residential development that paid the fee, the County is divided into six regions, with the funds generally being expended on new park and recreational facilities within the respective regions.

C. The Ione-area of the County is located within the South County region. All new developments in the unincorporated County within the South County region have paid the requisite Impact Fees. Currently, there is a total of approximately \$60,000 of Impact Fee funds accumulated in the South County region.

C. The City has identified potential park and recreation facilities within the City limits to serve new development within the South County region. The City proposes to construct new tennis court facilities at Howard Park ("Tennis Courts").

D. The County's Impact Fee Ordinance provides that in the event the County determines that park and recreational facilities to serve the community should be or are provided by a local agency other than the County, that the County may remit the fees collected to that Agency pursuant to a written agreement.

E. The City requests that the County transfer an amount not to exceed \$60,000 to the City by the County from the South County region Impact Fees for completion of the Tennis Courts, and the County agrees to transfer those fees provided the City agrees to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. RECITALS. The parties acknowledge the truth of the above recitals, which are incorporated into this Agreement by this reference.

2. TRANSFER OF IMPACT FEES. Within thirty (30) days of the date of this Agreement, the County shall transfer to the City \$60,000 from the Impact Funds accumulated in the South County region.

3. CITY'S OBLIGATIONS.

a. The City shall administer and use the transferred Impact Fees in accordance with terms and conditions set forth in the Mitigation Fee Act (Government Code Section 66000, *et seq.*) and Amador County Code Chapter 7.90.

b. The City shall only use the transferred Impact Fees to complete an appropriate project within 12 months of the date of this Agreement, and shall provide County with written notice to the County upon completion of the project.

c. Within 30 days after completion of the project or expiration of this Agreement, the City shall return any unexpended Impact Fees to the County.

d. City agrees to defend, indemnify, and hold harmless the County, its officers, agents, and employees from and against any liability, loss, damage, claims, cause of action, judgments, costs, staff time, losses, expenses, and any other costs of defense arising out of, resulting, or anyway related to the use of County Impact Fees on the Tennis Court project and/or any alleged violations of the Mitigation Fee Act or Amador County Code Chapter 7.90.

4. TERM. This Agreement shall expire upon the earlier of completion of the project or 1 year from the date of this Agreement, unless extended in writing by the parties.

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

To City: Jon Hanken
City Manager
P.O. Box 398
Ione, CA 95640

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

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

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

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

COUNTY OF AMADOR

CITY OF IONE

BY: _____
Chairman, Board of Supervisors

BY: _____
DIANE WRATTEN Mayor, City of Ione

ATTEST:
JENNIFER BURNS, Clerk of the Board of
Supervisors

ATTEST:
JANICE TRAVERSO, City Clerk

BY: _____

BY: _____

APPROVED AS TO FORM:
Office of the County Counsel

APPROVED AS TO FORM:
Counsel for City of Ione

BY: _____
Gregory Gillott

BY: _____
Sophia Meyer



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 2005 Ione Development Impact Fee Update Study to include the development of Depot Park.

The City Council will review this item on Tuesday, October 6, 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 October 6, 2020 in order to make your comments known. If you are unable to attend the public hearing, you may direct written comments to the City Clerk, City of Ione, 1 E. Main Street, Ione, CA 95640 or you may call (209)274-2412, ext. 102 between the hours of 8:00 a.m. and 4:30 p.m. weekdays.

Dated: September 25, 2020

Janice Traverso
City Clerk

Agenda Item

11

DATE: October 1, 2020

TO: Ione City Council

FROM: Jon G. Hanken, City Manager

SUBJECT: Resolution No. 2020-36: A Resolution 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.

RECOMMENDED ACTION: Council is being asked to approve Resolution No. 2020-36: A Resolution 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.

Motion: _____ / _____.

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

BACKGROUND: 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 Ione Roadway Improvement Strategy. Segment B (Golf Links Drive) was one of 16 potential bypass routes identified in the Dokken Engineering Western Ione 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 Ione 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:

Draft Resolution No. 2020-36: A Resolution 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)

RESOLUTION NO. 2020-36

A RESOLUTION 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 Resolution No. 2020-36: A Resolution 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 resolution was duly introduced and adopted by the City Council of the City of Ione at their regular meeting held on October 6, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Diane Wratten, Mayor

Attest:

Janice Traverso, City Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

AMENDMENT

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

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

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

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

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

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

Developer, or successor thereof who assumes the obligation to construct the Reimbursable Bridge Improvements (the “**Constructing Developer**”), shall be entitled to reimbursement from the City’s local traffic fee fund, up to the amount equal to One Million Two Hundred Thousand Dollars (\$1,200,000.00) (the “**Local Traffic Fee Funds**”). These Local Traffic Fee Funds shall be set aside by the City in the local traffic fee fund 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 \$1,200,000.00 of Local Traffic Fee Funds shall be reserved by the County upon the Effective Date of this Amendment for reimbursement of the Reimbursable Bridge Improvements incurred by Constructing Developer.

The reservation of such funds by the City and payment of such reimbursement to Constructing Developer are dependent upon: (i) Constructing Developer soliciting bids for the construction of the Reimbursable Bridge Improvements with a bid opening scheduled and occurring no later than six (6) months after the Effective Date of this Amendment and (ii) Constructing Developer completing construction of the Reimbursable Bridge Improvements and City’s approval of the Final Confirmed Costs for payment to Constructing Developer as described below. 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. When Constructing Developer elects to seek bids from contractors to build the Reimbursable Bridge Improvements, it shall use good faith efforts to obtain at least three (3) bids and the Final Confirmed Costs shall be based on the lowest responsive and responsible bid received by Constructing Developer, regardless of which bidder the Constructing Developer chooses to construct the Improvements, unless otherwise approved by City.

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 up to, but not in excess of, \$1,200,000.00 of total reimbursement from the Local Traffic Fee Funds. During construction of the Reimbursable Bridge Improvements, Constructing Developer may apply for monthly progress payments; such applications shall include a written certification from the Constructing Developer’s project engineer of the percentage of work then completed, copies of invoices for the completed portion of work, and any other supporting documentation requested by the City; subject to City review and approval of the work then completed and costs incurred, City shall

reimburse the approved progress payment to Constructing Developer from the Local Traffic Fee Funds reserved hereunder within sixty (60) days of its receipt of the application for such progress payment from the Constructing Developer.

Upon completion of the Reimbursable Bridge Improvements by Constructing Developer, Constructing Developer shall provide documentary evidence satisfactory to the City, in its sole, reasonable 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, reasonable 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 \$1,200,000.00 reserved and set aside for reimbursement from the Local Traffic Fee Funds, Constructing Developer shall be solely responsible for such excess costs and City shall have no obligation to reimburse Developer therefor.

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.

6. Effective Date. The “Effective Date” of this Third Amendment shall be the later of the date of (i) the adopting ordinance to approve this Third Amendment becoming effective and (ii) this Third Amendment being fully executed by the City and Landowner.

[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.

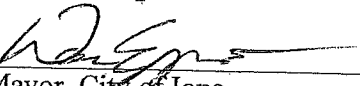
5. Counterparts. This Second Amendment may be executed in identical counterparts, each of which is deemed to be an original.

[Signatures on Following Page]

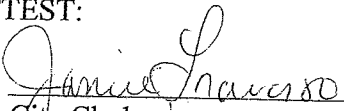
IN WITNESS WHEREOF, the City of Ione, a municipal corporation, has authorized the execution of this Second Amendment by its Mayor and the attestation to this Second Amendment by its City Clerk under the authority of Ordinance No. 474 adopted by the Council of the City of Ione on the 1st day of December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

ITEM #12

**FISCAL YEAR BUDGET
FOR 2020/2021 WILL BE AVAILABLE
ON MONDAY, OCTOBER 5, 2020**