

REGULAR MEETING STARTS AT 6:00 PM

Mayor Diane Wratten

Vice Mayor Stacy Rhoades

Council Member Dominic Atlan

Council Member Dan Epperson

Council Member Tom Reed

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

Dial-In: 1-872-240-3412

Access Code: 873-788-925

YOU MAY ALSO PARTICIPATE IN THE MEETING USING THIS LINK:

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

Tuesday, August 18, 2020

Ione City Hall

1 E. Main Street

Ione, CA 95640

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

PLEASE LIMIT PUBLIC COMMENT/TESTIMONY TO FOUR MINUTES

Gov't. Code §54954.3

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

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

AGENDA

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

D. APPROVAL OF AGENDA

E. PRESENTATIONS/ANNOUNCEMENTS/PROCLAMATIONS: None

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

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

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

G. CONSENT CALENDAR: None

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

H. PUBLIC HEARING: None

I. REGULAR AGENDA:

1. Adoption of Resolution No. 2020-31 Approval of Subdivision Improvement Agreement, Final Map and ARSA Easement for Castle Oaks Village 8A
2. Adoption of Resolution No. 2020-25 Award of Bid for 2020 Pavement Management Project
3. Adoption of Resolution No. 2020-32 Approving an Application for Per Capita Grant Funds
4. Adoption of Resolution No. 2020-33 Extending the FY2019/2020 Final Budget to October 6, 2020
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
6. Approval of City Manager's contract – January 1, 2020 through December 31, 2020

J. CITY MANAGER REPORTS

K. CITY COUNCIL COMMITTEE REPORTS

L. CITY COUNCIL COMMENTS/FUTURE AGENDA ITEMS

M. CLOSED SESSION:

- Pursuant to California government Code 54957; 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
Property #005-472-015
Property #005-472-016
Property #005-472-017
Agency Negotiator: Jon Hanken, City Manager

N. DISPOSITION OF CLOSED SESSION

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, August 18, 2020 meeting of the Lone City Council was posted on August 14, 2020.



Janice Traverso, City Clerk, City of Lone

Agenda Item

/

DATE: June 5, 2018

TO: Mayor Atlan and City Council

FROM: John Wanger, City Engineer

SUBJECT: Castle Oaks Village 8A – Approval of a Subdivision Improvement Agreement, Final Map and ARSA Easement.

RECOMMENDED ACTION:

That the City Council adopt the attached resolution that:

- a. Authorizes the Mayor to sign the Subdivision Improvement Agreement associated with Castle Oaks Village 8A.
- b. Approves the Final Map for Castle Oaks Village 8A accepting the offers of dedication subject to improvement for:
 - Baywood Greens Drive
 - Lahonton Way
 - Willows Drive
 - Stonebridge Court
 - Braeburn Way
 - Public Utility Easements and Public Facility Easements
 - Lots A and B (landscape parcels fronting Castle Oaks Drive)
- c. Approves the vacation and abandonment of the 30-foot wide reservation for future roadway purposes pursuant to Section 66499.20.2 of the Subdivision Map Act.
- d. Rejects the offer of dedication for Lot C (open space adjacent to Mule Creek) but reserves the right to accept this offer of dedication at a later time.
- e. Accepts the ARSA easement as dedicated by separate document.

FISCAL IMPACT:

All improvements are developer financed. Impact fees are due and payable in accordance with the timelines as outlined in the overall Development Agreement and adopted amendments thereto for the Castle Oaks development.

BACKGROUND:

The final map for Castle Oaks Village 8A (hereinafter referred to as "Village 8A"), 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, was submitted to the City for review and consideration of approval and recordation. The map review process has recently been completed and 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.

On the Final Map there are offers of dedications for Lots A and B – parcels for landscaping along Castle Oaks Drive, as shown on the map. There is also dedication for Lot C – an open space parcel adjacent to Mule Creek. The way the dedication and acceptance statements are shown on the map, Lot C is not being accepted at this time; however the Council has the right to accept this lot at some time in the future when Village 8B and/or the commercial parcel to the north develops. The final map also shows road right-of-way easements, public utility easements and public facility easements. The attached resolution recommends approving the Final Map and accepting the roadway easements (subject to the streets being improved per the improvement plans to the City's satisfaction), Lots A and B, the public facility and public utility easements as shown on the map. At the time the City accepts the public improvements within the road right-of-way, the road right-of-way easements will become the City's responsibility.

Also shown in the dedication and acceptance statements on the map is the vacation of a 30-foot wide easement that was dedicated on the Castle Oaks Unit 1 final map (recorded in 1991.) A copy of the portion of the Unit 1 map showing this easement is attached to this staff report for informational purposes. This easement was shown on the map recorded at that time as "30 Foot Reserved for Roadway Purposes" on the Unit 1 final map. This 30-foot easement is no longer needed (originally created for access into the area between Castle Oaks Drive and Mule Creek) and conflicts with Lahonton Way and other streets that are proposed on the modified tentative map for Village 8. Due to the fact that this easement is no longer needed, it is being vacated with the recording of this map.

In addition to the final map, an easement has been prepared for the portion of the ARSA line that extends from SR104 to the southerly boundary of Village 8A. When the ARSA line was constructed in the early 1990's, an easement was never recorded over the line where the line was construction on non-golf course property (land to be developed.) The easement is dedicated as a separate document, as it extends beyond the boundaries of Village 8A. The easement was drawn based on an as-surveyed location of the ARSA line.

The improvement plans associated with Village 8A were approved in April 2020. Construction of the improvements shown on the improvement plans has recently begun, but none of the facilities are completed at this time. Because the developer is asking that the map be recorded prior to the completion of installation of the improvements, a Subdivision Improvement Agreement is needed. Per the City's Municipal Code and portions of the Government Code known as the Subdivision Map Act, surety guaranteeing the improvement will be constructed must be included with the Subdivision Improvement Agreement. It should be noted that surety for the water system is being separately bonded for with Amador Water Agency. The Subdivision

Improvement Agreement has been signed by the developer and surety has been submitted in conformance with the City Municipal Code and the Subdivision Map Act.

Both the map and the Subdivision Improvement Agreement are ready for approval by the City Council.

OTHER AGENCY INVOLVEMENT:

The developer has entered into agreements with Amador Water Agency (AWA) for installation of all water improvements.

Attachments:

- Final Map – Castle Oaks Village 8A
- Legal description and plat for the ARSA easement being dedicated
- Excerpt from Castle Oaks Unit 1 final map showing the 30-foot easement to be abandoned.
- Subdivision Improvement Agreement
- Resolution approving the final map, accepting the ARSA easement and authorizing the Mayor to sign the Subdivision Improvement Agreement.

RESOLUTION No. 18-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE, STATE OF CALIFORNIA APPROVING THE FINAL MAP FOR CASTLE OAKS VILLAGE 8A, ACCEPTING THE DEDICATION OF LOT A, LOT B, THE PUBLIC UTILITY EASEMENTS, PUBLIC FACILITY EASEMENTS; ACCEPTING THE OFFER OF DEDICATION FOR BAYWOOD GREENS DRIVE, LAHONTON WAY, WILLOWS DRIVE, STONEBRIDGE COURT AND BRAEBURN WAY SUBJECT TO IMPROVEMENT; APPROVING THE VACATION OF THE 30-FOOT WIDE EASEMENT RESERVED FOR ROADWAY PURPOSES AS DEDICATED ON CASTLE OAKS UNIT 1 FINAL MAP; REJECTING THE OFFER OF DEDICATION FOR LOT C; ACCEPTING THE ARSA EASEMENT; AND AUTHORIZING THE MAYOR TO SIGN THE SUBDIVISION IMPROVEMENT AGREEMENT

WHEREAS, Riverland Homes, landowner, has submitted a request for approval of a Final Map which proposes to subdivide the land known as Castle Oaks Village 8A into 42 lots for single family homes and Lots A, B and C; and

WHEREAS, the Final Map for Castle Oaks Village 8A has been submitted for review to the City and has been found to be in conformance with the City's rules and regulations and those of the Subdivision Map Act, as well as those conditions of approval required to be completed prior to, or in conjunction with the Final Map recordation; and

WHEREAS, the Final Map includes the vacation of a 30-foot wide easement reserved for roadway purposes per the Castle Oaks Unit 1 final map that is no longer needed; and

WHEREAS, the landowner has offer by separate document the dedication of an easement over the ARSA sewer line from State Route 104 to the southerly boundary of Castle Oaks Village 8A; and

WHEREAS, the developer has signed the City's standard Subdivision Agreement (see Exhibit A) and has posted sufficient surety guaranteeing the completion of the public improvements.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Ione does hereby resolve as follows:

1. That the City Council approves the Castle Oaks Village 8A Final Map and accepts the offer of dedication for Lots A and B, the public utility and public facility easements as shown on the final map.
2. That the City Council hereby approves, subject to improvements of the roadways to the City's satisfaction, the offer of dedication for Baywood Greens Drive, Lahonton Way, Willows Drive, Stonebridge Court and Braeburn Way as shown on the final map.
3. That the City Council hereby rejects the offer of dedication for the Parcel C; however, the Council has the right to accept this lot at some time in the future.
4. That the City Council approves the vacation of the 30 Foot Reserved for Roadway Purposes easement pursuant to Government Code 66499.20.2 as originally dedicated on Castle Oaks Unit 1 final map.
5. That the City Council accepts the ARSA easement as offered by the landowner

6. That the City Council authorizes the Mayor to sign the Subdivision Agreement as submitted by the Riverland Homes.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council on this 18th day of August 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Diane Wratten, Mayor

Janice Traverso, City Clerk

A PORTION OF LOT L AS SHOWN ON THE FINAL MAP OF CASTLE OAKS UNIT 1, FILED FOR RECORD ON JUNE 5, 1992 IN BOOK 6 OF SUBDIVISIONS AT PAGE 81, AND A PORTION OF PARCELA A AS SHOWN ON A LOT LINE ADJUSTMENT PER DEED FILED FOR RECORD ON APRIL 13, 2017 AS DOCUMENT NO. 2017-0002730-00, BOTH OF OFFICIAL RECORDS OF AMADOR COUNTY, CALIFORNIA.

CITY OF IONE COUNTY OF AMADOR CALIFORNIA
JULY, 2020

- BAYWOOD GREENS DRIVE, LAKHONTOWN, WYLLIAM DRIVE, STONEBRIDGE COURT, BRADBURY WAY'S EASEMENTS FOR ROAD, PUBLIC UTILITY AND PUBLIC UTILITY PURPOSES
- LOTS A, B AND C IN FEE FOR GREEN SPACE
- PUBLIC UTILITY EASEMENTS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE, REPAIRS, OPERATION AND MANAGEMENT OF, INCLUDING BUT NOT LIMITED TO, WATER, ELECTRICAL, GAS, TELEPHONE AND CABLE TELEVISION FACILITIES TOGETHER WITH AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UPON, ACROSS, THROUGH AND BENEATH THOSE STRIPS OF LAND DESIGNATED AS "P.U.E."
- PUBLIC UTILITY EASEMENTS FOR THE CONSTRUCTION, IMPROVEMENT, MAINTENANCE, REPAIRS, OPERATION AND REPLACEMENT OF, INCLUDING BUT NOT LIMITED TO, STREET TRUNKS, SIDEWALKS, STORM DRAIN, SEWER, STREET LIGHT, AND TRAFFIC SIGNAL FACILITIES TOGETHER WITH AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UPON, ACROSS, THROUGH AND BENEATH THOSE STRIPS OF LAND DESIGNATED AS "P.U.E."
- ALL AS SHOWN ON S&P MAP, WITHIN SAID SUBDIVISION

NOTARY PUBLIC CERTIFICATE:

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 WHOM THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

PRINT NOTARY'S NAME:

PLACER TITLE COMPANY, A California Corporation Trustee under a Deed of Trust recorded as Document No. 2020-0004040-00, Official Records of Amador County, against the land herein shown, consents to the making and filing of this map.

AGREEMENT FILED ON JULY 28, 2017 AS INSTRUMENT NO. 2017-0005719. OFFICIAL RECORDS.
NOTARY PUBLIC CERTIFICATE:

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.

PRINT NOTARY'S NAME

RESERVATION STATE THAT I AM THE CLERK OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA AND THAT THE COUNCIL, BY THE PROPER BODY, HAS APPROVED THIS AND EXTENDED, FINAL SUBDIVISION MAP NO. 169 AS TO THE KYLE CREEK YILLAGE BY DESIGNATION NUMBER _____, 10' WIDE 60' DEEP ACCEPT, SUBJECT TO PROMPTLY ALL OFFERS OF REDUCTION FOR BAYWOOD GREENS DRIVE, LAIONATION WAY, YELLOW DRIVE, CUNEBRIDGE COURT, GRADUALLY WAY AS EASEMENTS FOR ROAD, PUBLICS AVE AND PUBLIC UTILITY PURPOSES _____ AND PUBLIC FACILITY EASEMENTS "P.F.E." SHOWN HEREON, LOTS A & B IN THE OPEN SPACE WITHIN SAID SUBDIVISION, INCLUDING THE VACATION AND ABANDONMENT OF THE 30 FOOT WIDE RESERVATION FOR FUTURE BAYWOOD PARKWAY PURSUANT TO SECTION 66649.20 OF THE SUBDIVISION MAP ACT.

NANCE TRAVERSO, CITY CLERK OF THE CITY OF IONE, CALIFORNIA

PETER C. GOLDING I.S. 4768
LICENSE EXPIRES: 03 31 2022



JOHN L. WANGER, R.C.E. 043148
CITY ENGINEER, CITY OF IONE
LICENSE EXPIRES: MARCH 31, 2022

RICHARD A. MOSHIER, R.C.E. 30896



PURSUANT TO SECTION 664.99, 20.2 OF THE SUBDIVISION MAP ACT, PUBLIC STREETS AND PUBLIC EASEMENTS NOT SHOWN ON THIS MAP CONSTITUTE ABANDONMENT OF SAID EASEMENTS NOTED HEREON.

10.00 FOOT WIDE RESERVATION FOR FUTURE HIGHWAY PURPOSES PER CASTLE OAKS UNIT NO. 1, RECORDED JUNE 1, 1992 IN BOOK 6, PAGES 81-93 OF SUBDIVISIONS.

ACCORDING TO THE RECORDS IN MY OFFICE OF THE UNDERSIGNED, THERE ARE NO LISTS AGAINST THIS SUBDIVISION, OR ANY PART THEREOF, FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE. MY ESTIMATE OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES AND NOT YET PAYABLE IS \$_____. THE LAND IN SAID SUBDIVISION IS NOT SUBJECT TO A SPECIAL ASSESSMENT OR BOND WHICH MAY BE PAID IN FULL, EXCEPT SPECIAL ASSESSMENTS FOR BONDS PAYABLE IN FULL FOR WHICH I ESTIMATE THAT THE AMOUNT REQUIRED FOR FULL PAYMENT IS \$_____. SECURITY REQUIRED PURSUANT TO GOVERNMENT CODE SECTIONS 66639(A) AND 66639(C) ARE HEREBY ACCEPTED AND APPROVED.

MICHAEL E. RYAN
TAX COLLECTOR
COUNTY OF AMADOR, STATE OF CALIFORNIA

FILED THIS _____ DAY OF _____, 2020 AT _____ A.M. IN BOOK _____ OF SUBDIVISION MAPS AT
PAGE _____ AT THE REQUEST OF THE CITY OF IONE.

FILE: S_____ SERIAL NO. _____

AMBERLY L. GRADY
COUNTY RECORDER
COUNTY OF AMADOR, STATE OF CALIFORNIA

BY: _____
DEPUTY RECORDER

PUBLIC UTILITY EASEMENT IS AN EASEMENT TO CONSTRUCT, INSTALL, INSPECT, MAINTAIN, REPLACE, REMOVE OR USE FACILITIES OF THE TYPE HEREINAFTER SPECIFIED, INCLUDING BUT NOT NECESSARILY BE LIMITED TO THE FOLLOWING:

28. GUTTER AND SIDEWALK, INSTALLATION OF TRANSMISSION AND DISTRIBUTION FACILITIES SUCH AS ELECTRICAL, TELEPHONE, CABLE TELEVISION, GAS, WATER, SEWER, RECYCLED WATER, STREET LIGHTING, DRAINAGE, ROADWAY, LANDSCAPING; ALSO USES FOR PEDESTRIAN, EQUESTRIAN, AND NON-POWERED VEHICLE PURPOSES. SAID EASEMENT SHALL ALSO INCLUDE THE RIGHT TO EXCAVATE OR FILL THE EASEMENT FOR THE FULL DEPTH AND TO A REASONABLE DEPTH THEREOF.

PUBLIC UTILITY EASEMENT IS AN EASEMENT TO CONSTRUCT, INSTALL, INSPECT, MAINTAIN, REPLACE, REMOVE AND USE FACILITIES OF THE TYPE HEREINAFTER SPECIFIED, INCLUDING BUT NOT NECESSARILY BE LIMITED TO THE FOLLOWING:

8. GUTTER AND SIDEWALK, INSTALLATION OF TRANSMISSION AND DISTRIBUTION FACILITIES SUCH AS ELECTRICAL, TELEPHONE, CABLE TELEVISION, GAS, WATER, SEWER, RECYCLED WATER, STREET LIGHTING, TRAIL, DRIVEWAY, ROADWAY, LANDSCAPING; ALSO USES FOR PEDESTRIAN, EQUESTRIAN, AND NON-POWERED VEHICLE PURPOSES. SAID EASEMENT SHALL ALSO INCLUDE THE RIGHT TO EXCAVATE OR FILL THE EASEMENT FOR THE FULL DEPTH AND TO A REASONABLE DEPTH THEREOF.

NOTES:

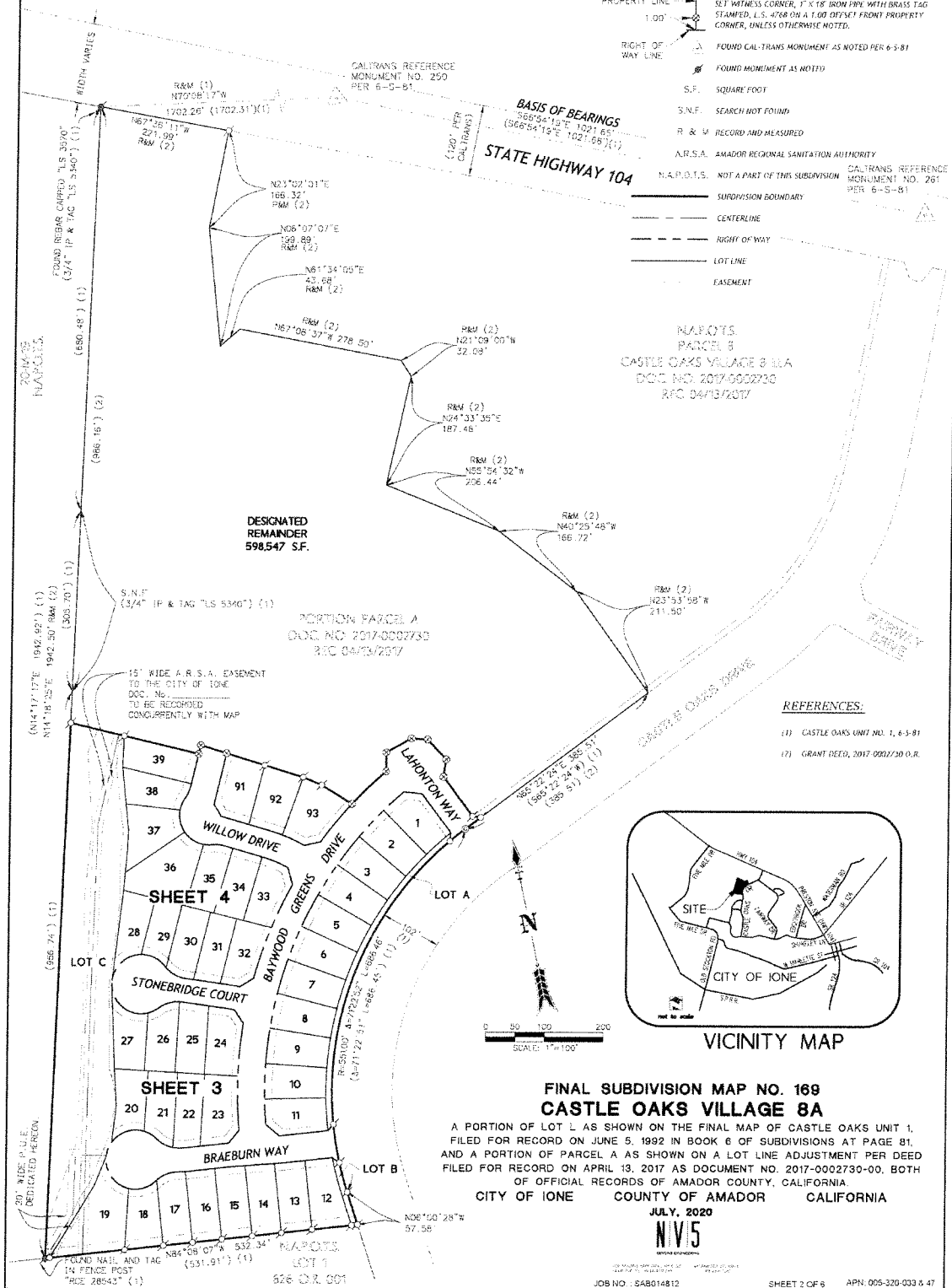
1. TOTAL AREA OF THIS SUBDIVISION IS 23.87 ACRES, CONSISTING OF 42 RESIDENTIAL LOTS AND 3 OPEN SPACE LOTS.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. LOTS A, B & C SHOWN HEREON ARE HEREBY DEDICATED IN FEE FOR OPEN SPACE PURPOSES.

BASIS OF BEARINGS:

THE BASIS OF BEARING OF THIS SURVEY IS IDENTICAL WITH THAT OF THE BASIS OF BEARINGS LINE AS SHOWN ON THE FINAL MAP OF CASTLE OAKS UNIT NO. 1, FILED FOR RECORD IN BOOK 6 OF FINAL MAPS, PAGE 81. OFFICIAL RECORDS OF AMADOR COUNTY, FROM BETWEEN 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 GRANT DEED FILED DECEMBER 21, 1990 AS INSTRUMENT NO. 012451, IN BOOK 0476 OF OFFICIAL RECORDS, AT PAGE 001, AMADOR COUNTY RECORDS.

LEGEND:

- 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 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 RADIIALLY OR RIGHT 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 CALTRANS MONUMENT AS NOTED PER 6-5-B1
- FOUND MONUMENT AS NOTED
- S.F. SQUARE FOOT
- S.N.F. SEARCH NOT FOUND
- R & M RECORD AND MEASURED
- A.R.S.A. AMADOR REGIONAL SANITATION AUTHORITY
- N.A.P.O.T.S. NOT A PART OF THIS SUBDIVISION
- CALTRANS REFERENCE MONUMENT NO. 261 PER 6-5-B1
- SUBDIVISION BOUNDARY
- CENTERLINE
- RIGHT OF WAY
- LOT LINE
- EASEMENT



NOTES:

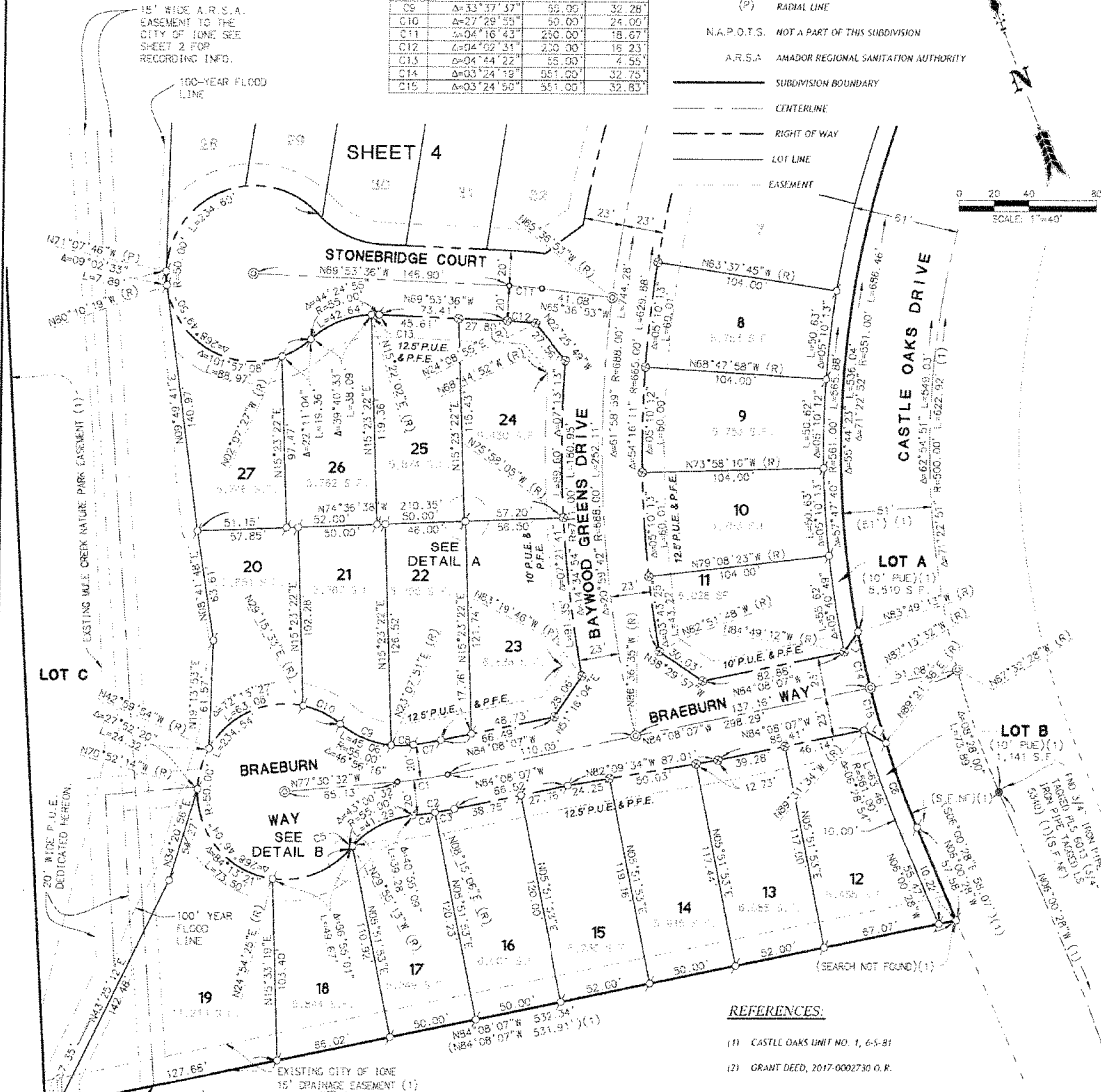
1. TOTAL AREA OF THIS SUBDIVISION IS 23.87 ACRES, CONSISTING OF 42 RESIDENTIAL LOTS, 1 REMAINDER LOT AND 3 OPEN SPACE LOTS.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. LOTS A, B & C SHOWN HEREON ARE HEREBY GRANTED IN FEE OPEN SPACE PURPOSES.
4. LOT 19 IS PROHIBITED FROM INSTALLATION OR CONSTRUCTION OF ANY TREE OR PERMANENT STRUCTURE IN THE A.R.S.A. EASEMENT.
5. LOTS 12-19 ARE PROHIBITED FROM INSTALLATION OR CONSTRUCTION OF ANY TREE OR PERMANENT STRUCTURE IN THE 15' DRAINAGE EASEMENT.

LINE TABLE		
NO.	BEARING	LENGTH
L1	N42°52'07"W	14.72
L2	N51°30'44"E	13.93

ARC TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	Δ=05°13'35"	250.00	28.91
C2	Δ=05°08'03"	270.00	24.19
C3	Δ=02°13'13"	270.00	11.29
C4	Δ=02°44'30"	270.00	12.95
C5	Δ=02°05'23"	55.00	2.01
C6	Δ=05°22'08"	551.00	51.63
C7	Δ=01°57'19"	230.00	15.88
C8	Δ=11°18'39"	55.00	12.78
C9	Δ=33°17'47"	55.00	32.28
C10	Δ=27°28'59"	50.00	24.00
C11	Δ=04°16'43"	250.00	18.67
C12	Δ=04°02'31"	230.00	15.23
C13	Δ=04°44'22"	55.00	4.55
C14	Δ=03°24'19"	551.00	52.75
C15	Δ=03°24'56"	351.00	39.83

LEGEND:

- SET PK NAIL AND WASHER STAMPED L.S. 4768.
- ⊙ 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 1" X 40" 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 RADially OR RIGHT ANGLES, UNLESS OTHERWISE NOTED.
- ⊙ SET WITNESS CORNER, 1" X 18" IRON PIPE WITH BRASS TAG STAMPED L.S. 4768 ON A 1.00' OFFSET FROM PROPERTY CORNER, UNLESS OTHERWISE NOTED.
- FOUND MONUMENT AS NOTED
- ✕ FOUND ALTIMETER DISK STAMPED L.S. 5257 PER 6.5.32
- S.F. SQUARE FOOT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.F.S. PUBLIC FACILITIES EASEMENT
- (P) RADIAL LINE
- N.A.P.O.T.S. NOT A PART OF THIS SUBDIVISION
- A.R.S.A. AMADOR REGIONAL SANITATION AUTHORITY
- SUBDIVISION BOUNDARY
- CENTERLINE
- RIGHT OF WAY
- LOT LINE
- EASEMENT



REFERENCES:

- (1) CASTLE OAKS UNIT NO. 1, 6-5-81
- (2) GRANT DEED, 2017-0002730-00

FINAL SUBDIVISION MAP NO. 169 CASTLE OAKS VILLAGE 8A

A PORTION OF LOT L AS SHOWN ON THE FINAL MAP OF CASTLE OAKS UNIT 1, FILED FOR RECORD ON JUNE 5, 1992 IN BOOK 6 OF SUBDIVISIONS AT PAGE 81, AND A PORTION OF PARCEL A AS SHOWN ON A LOT LINE ADJUSTMENT PER DEED FILED FOR RECORD ON APRIL 13, 2017 AS DOCUMENT NO. 2017-0002730-00, BOTH OF OFFICIAL RECORDS OF AMADOR COUNTY, CALIFORNIA.

CITY OF IONE COUNTY OF AMADOR CALIFORNIA
JULY, 2020

NV5

JOB NO.: SAB014812 SHEET 3 OF 6 APN: 005-320-033 & 47

FOUND MONUMENT AS NOTED

SET 1" X 18" IRON PIPE, WITH BRASS TAG STAMPED L.S. 4768, OR A LEAD 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 RADIIALLY OR RIGHT ANGLES, UNLESS OTHERWISE NOTED.

S.F. SQUARE FOOT

S.N.F. SEARCHED NOT FOUND

P.U.E. PUBLIC UTILITY EASEMENT

P.F.E. PUBLIC FACILITIES EASEMENT

R&M RECORD & MEASURED

N.A.P.O.T.S. NOT A PART OF THIS SUBDIVISION

A.R.S.A. AMAIXIR REGIONAL SANITATION AUTHORITY

 SUBDIVISION BOUNDARY

— — — — — CENTERLINE

----- RIGHT OF WAY

LOT LINE

EASTMENT

REFERENCES:

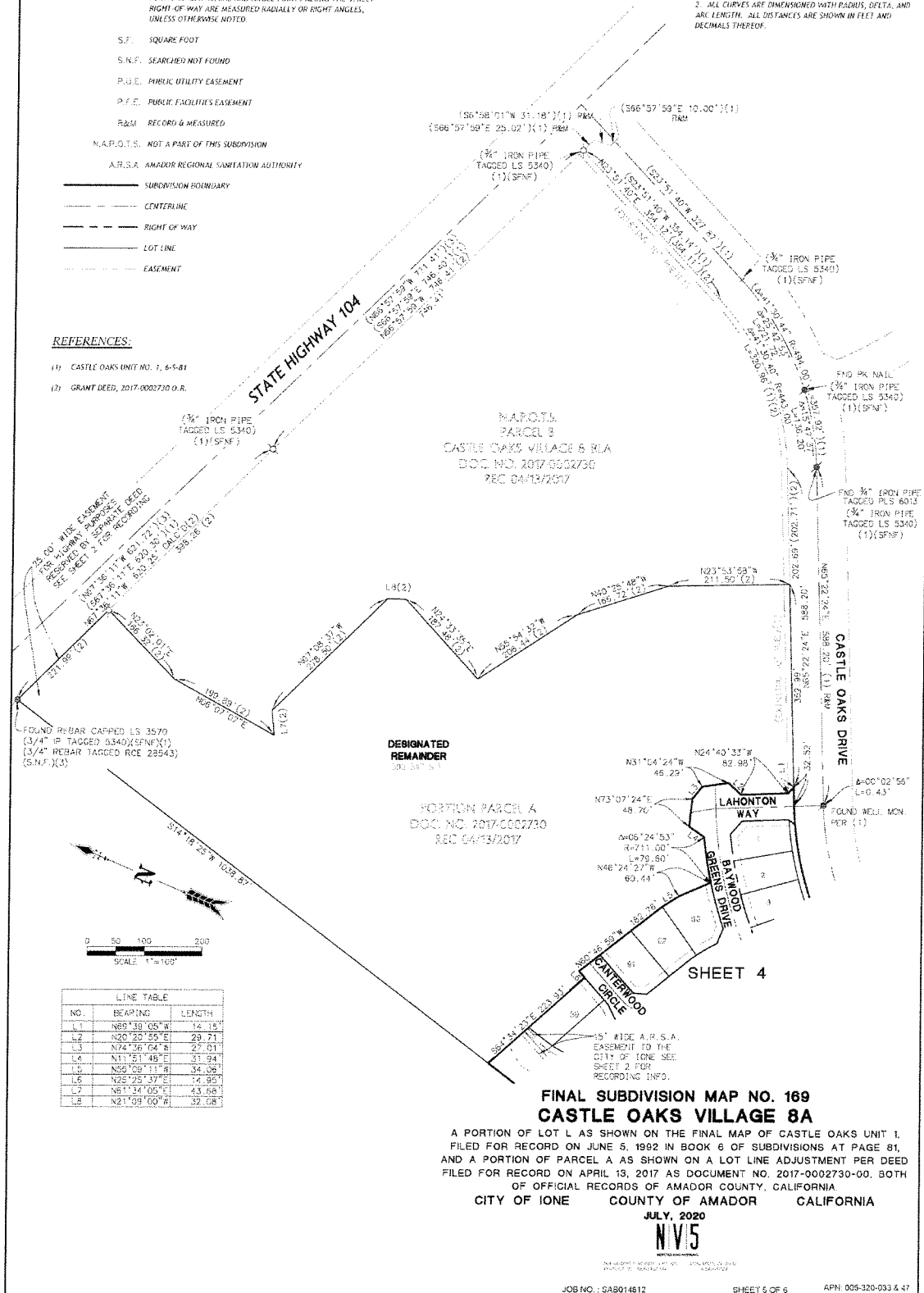
(1) CASTLE OAKS UNIT NO. 1, 6-5-81

(2) GRANT DEED, 2017-0002730 O.R.

NOTES:

1. TOTAL AREA OF THIS SUBDIVISION IS 23.87 ± ACRES,
CONSISTING OF 42 RESIDENTIAL LOTS, 1 REMAINDER LOT 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.



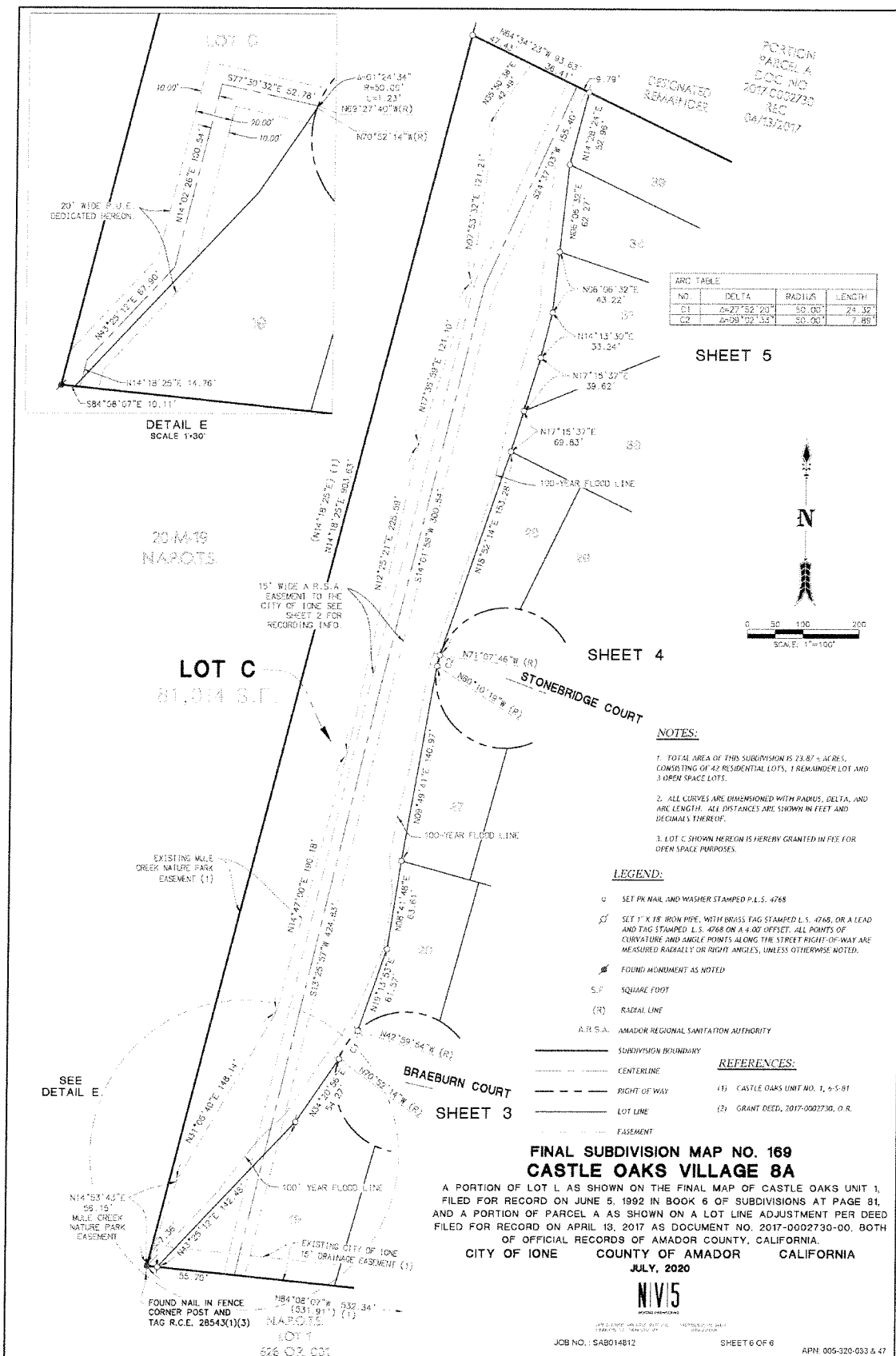


EXHIBIT "A"
LEGAL DESCRIPTION
A.R.S.A SEWER EASEMENT
(AMADOR REGIONAL SANITATION AUTHORITY)

That certain strip of land situated in the County of Amador, State of California being a portion of Lot L as shown on the Final Map of Castle Oaks Unit 1, Filed June 5, 1992 in Book 6, of Subdivisions at Page 81, and a portion of Parcel A as shown on Lot Line Adjustment Deed recorded April 13, 2017 as Document No. 2017-0002730-00, both in the Office of the County Recorder of said Amador County, more particularly described as follows:

PARCEL 1

A strip of land 15.00 feet wide, the centerline of which is described as follows:

COMMENCING at a nail and tag in fence post stamped "RCE 28543" per said Final Map of Castle Oaks Unit 1, said monument bears South 14°18'25" West 1942.50 feet from a 3/4" rebar with plug stamped "LS 3570", no record (3/4" rebar marked "LS 5340" per said Final Map of Castle Oaks Unit 1 not found), marking the northwesterly corner of said Parcel A; Thence along the south line of said Lot L South 84°08'07" East 63.06 feet to the **TRUE POINT OF BEGINNING;**

Thence leaving said south line North 13°25'57" East 424.83 feet;

Thence North 14°01'58" East 300.54 feet;

Thence North 24°37'03" East 234.90 feet;

Thence North 24°41'01" East 273.23 feet;

Thence North 21°59'26" East 285.04 feet;

Thence North 12°36'33" East 291.03 feet;

Thence North 61°36'38" East 30.00 feet;

Thence South 69°49'25" East 9.67 feet to a point in the east line of said Parcel A as shown on said Lot Line Adjustment Deed recorded April 13, 2017 as Document No. 2017-0002730-00, said point bears North 23°02'01" East 81.27 feet from an angle point in said east line of Parcel A.

CONTAINING: 0.64 Acres, more or less.

SUBJECT TO all covenants, rights, right-of-way and easements of record.

EXHIBIT "B" is attached and made a part hereto.



Peter C. Golding, PLS 4768

License Expires: 3-31-22

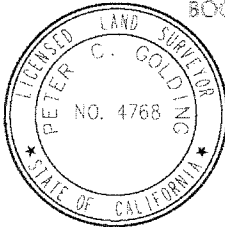
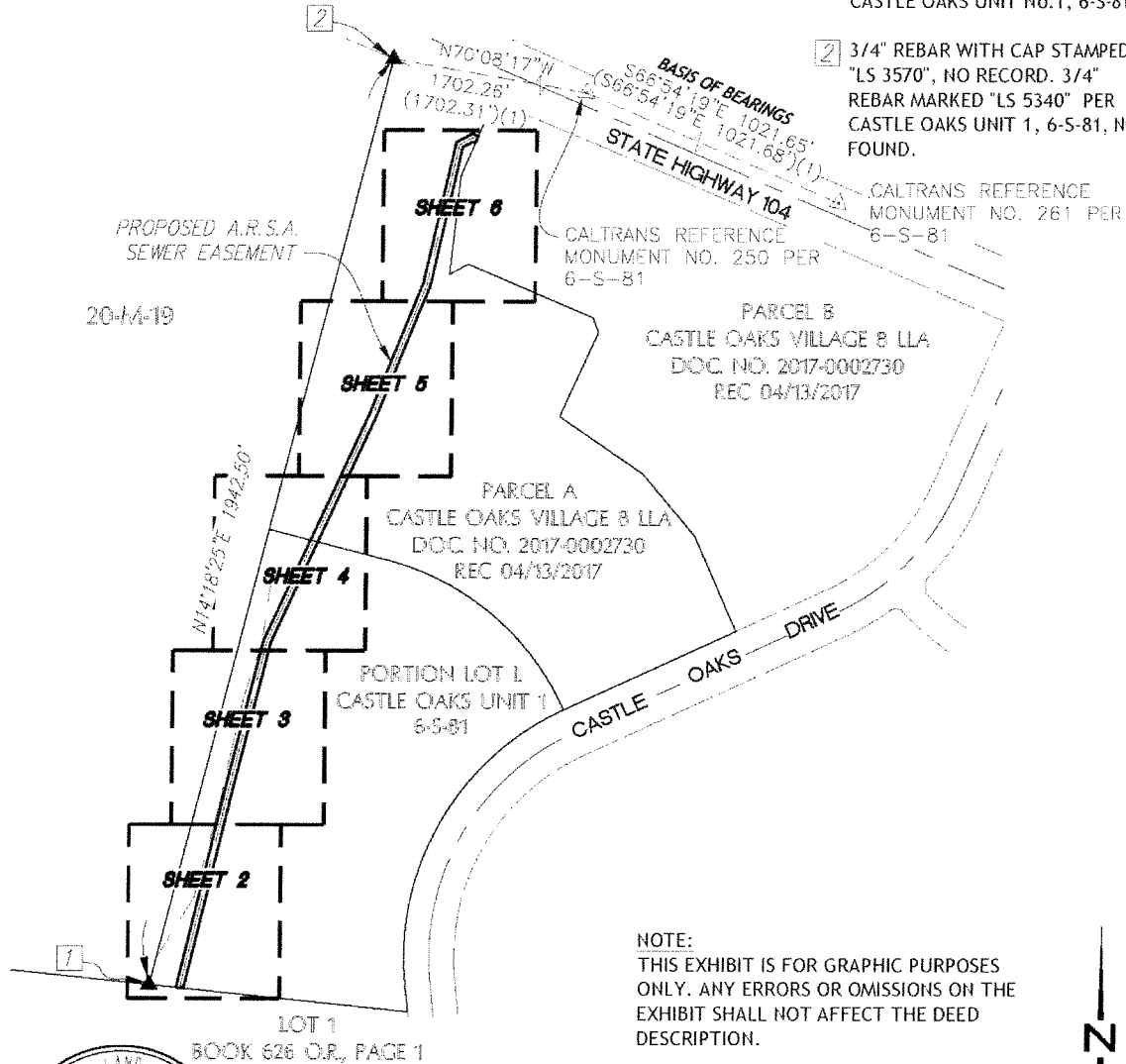


(1) RECORD DATA PER CASTLE OAKS,
UNIT 1, 6-S-81

TOTAL EASEMENT AREA
A.R.S.A SEWER EASEMENT AREA = 0.64 ACRES

1 NAIL & TAG IN FENCE POST
STAMPED "RCE 28543", PER
CASTLE OAKS UNIT No.1, 6-S-81.

2 3/4" REBAR WITH CAP STAMPED
"LS 3570", NO RECORD. 3/4"
REBAR MARKED "LS 5340" PER
CASTLE OAKS UNIT 1, 6-S-81, NOT
FOUND.



THIS PLAT WAS PREPARED BY ME OR UNDER MY
DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL
LAND SURVEYOR'S ACT ON JUNE 12, 2020.

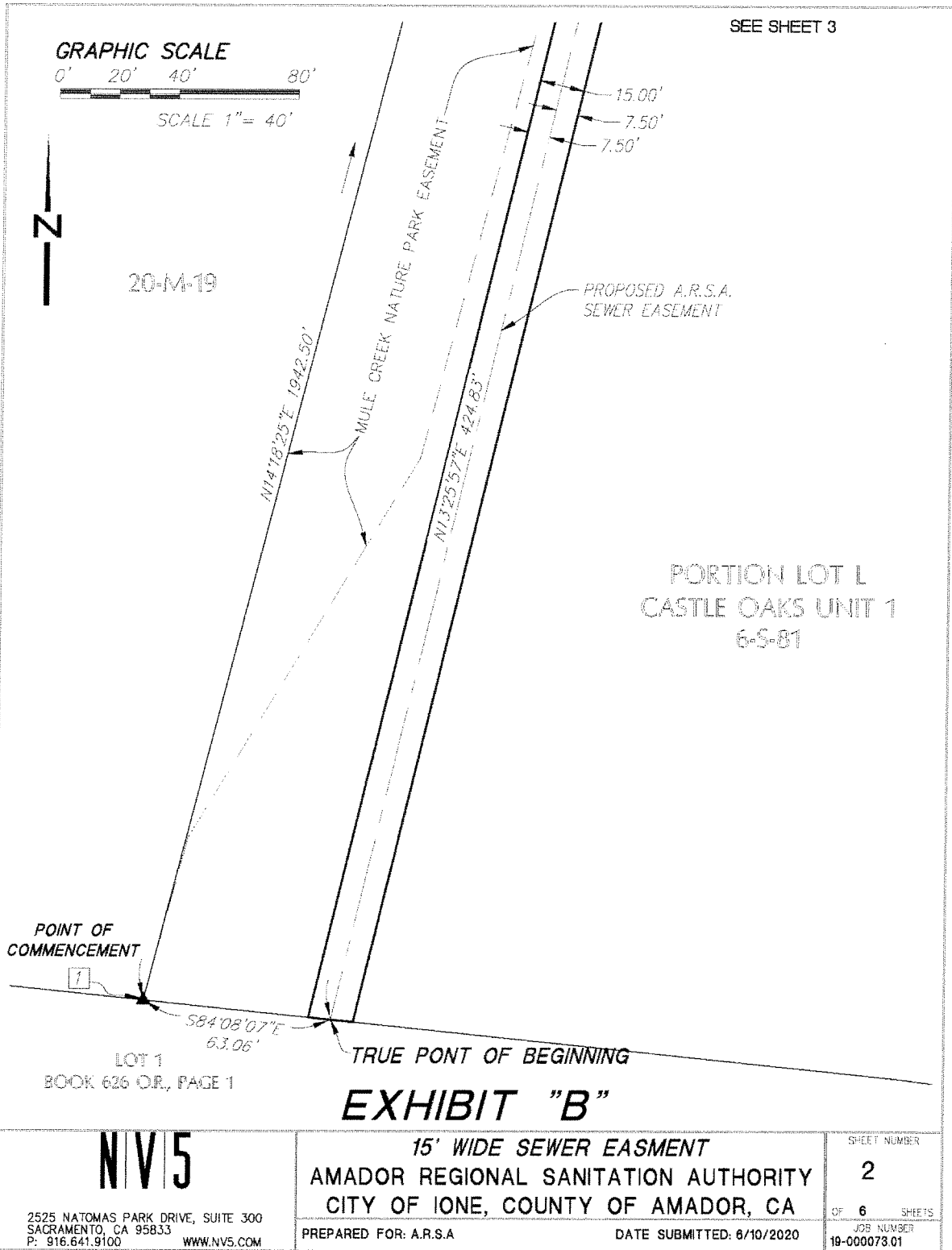
PETER C. GOLDING L.S. 4768

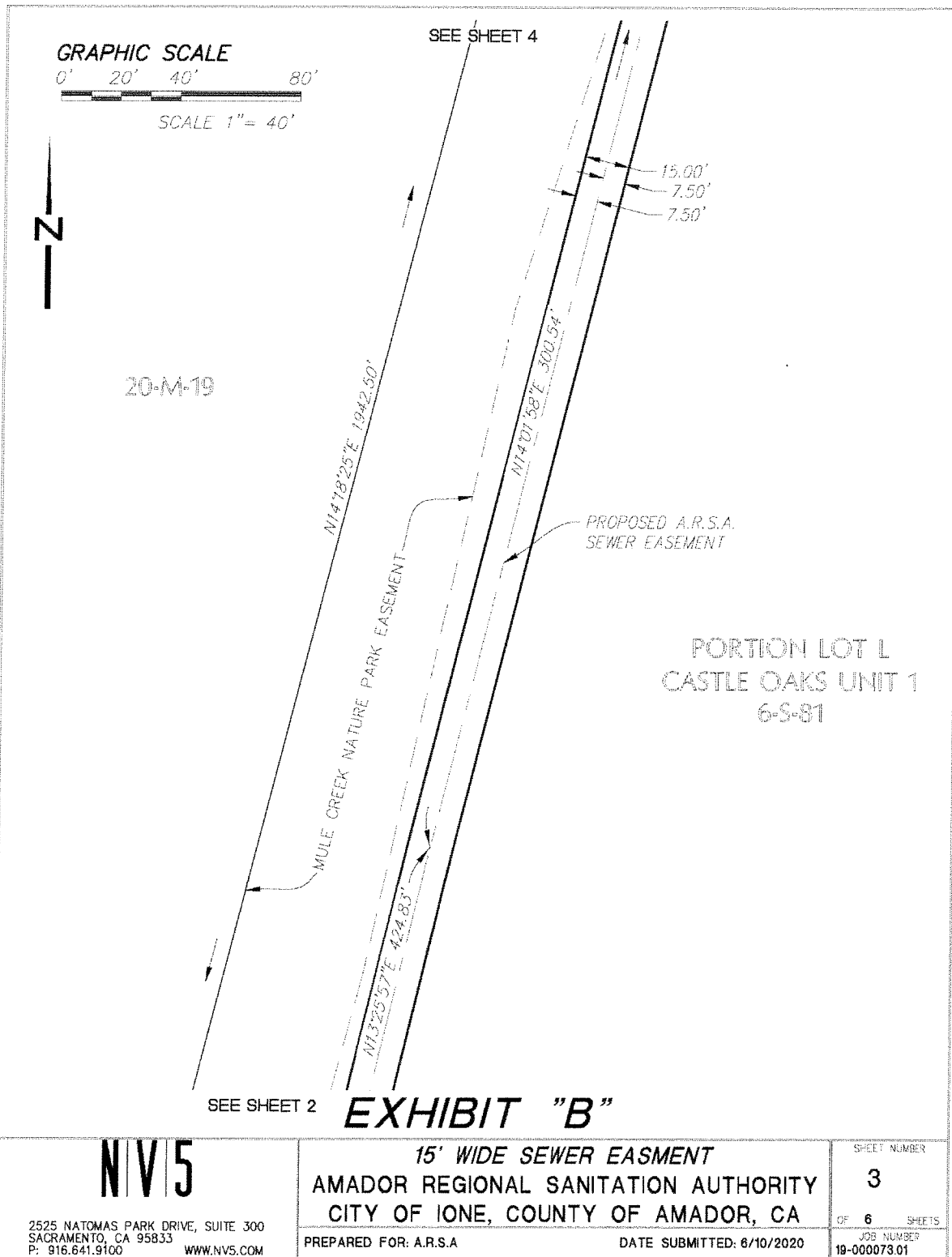
EXHIBIT "B"

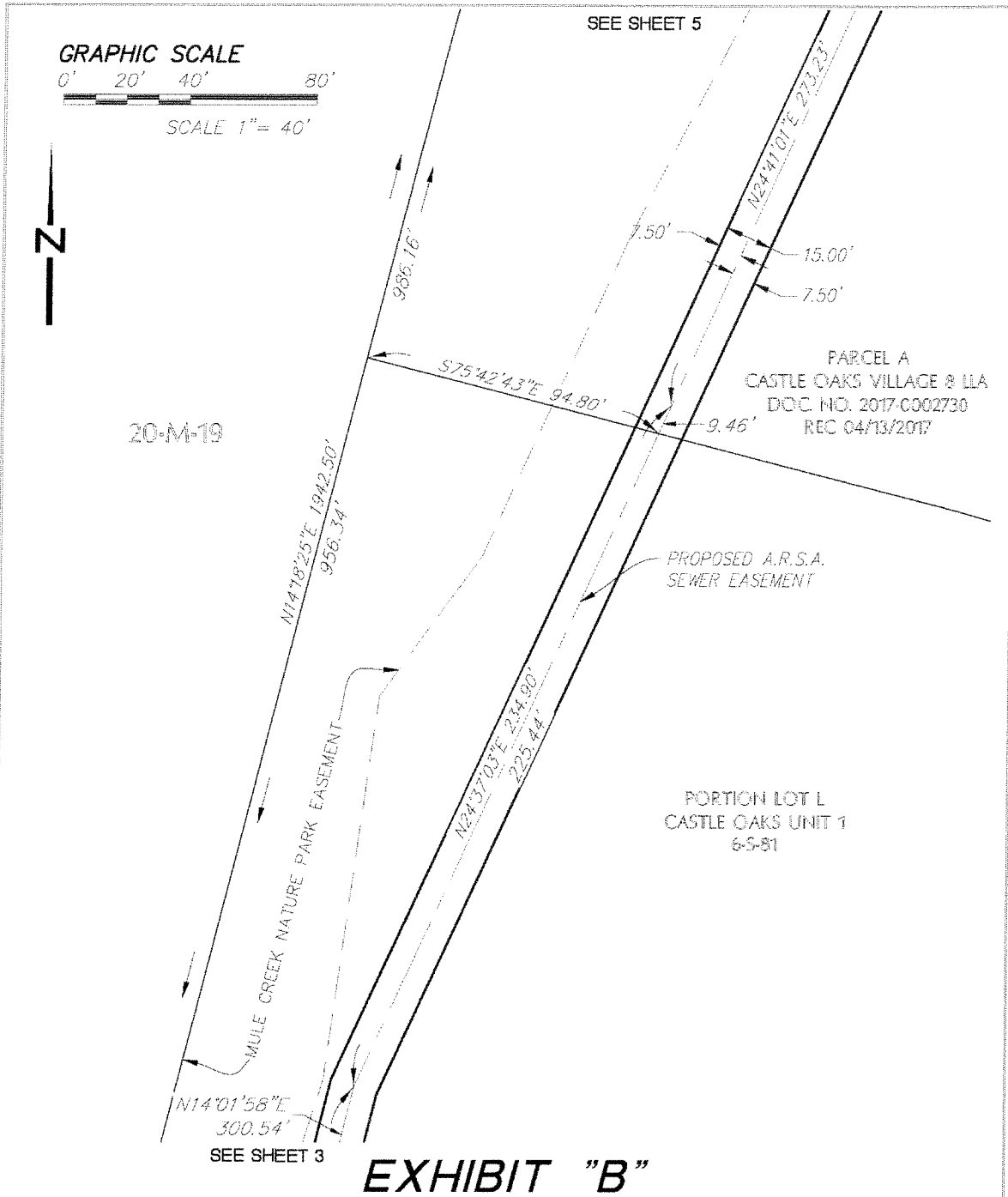
GRAPHIC SCALE
0' 150' 300' 600'
SCALE 1" = 300'

<p>NV5</p> <p>2525 NATOMAS PARK DRIVE, SUITE 300 SACRAMENTO, CA 95833 P: 916.641.9100 WWW.NV5.COM</p>	<p>15' WIDE SEWER EASMENT AMADOR REGIONAL SANITATION AUTHORITY CITY OF IONE, COUNTY OF AMADOR, CA</p> <p>PREPARED FOR: A.R.S.A DATE SUBMITTED: 6/10/2020</p>	<p>SHEET NUMBER 1</p> <p>OF 6 SHEETS JOB NUMBER 19-000073.01</p>
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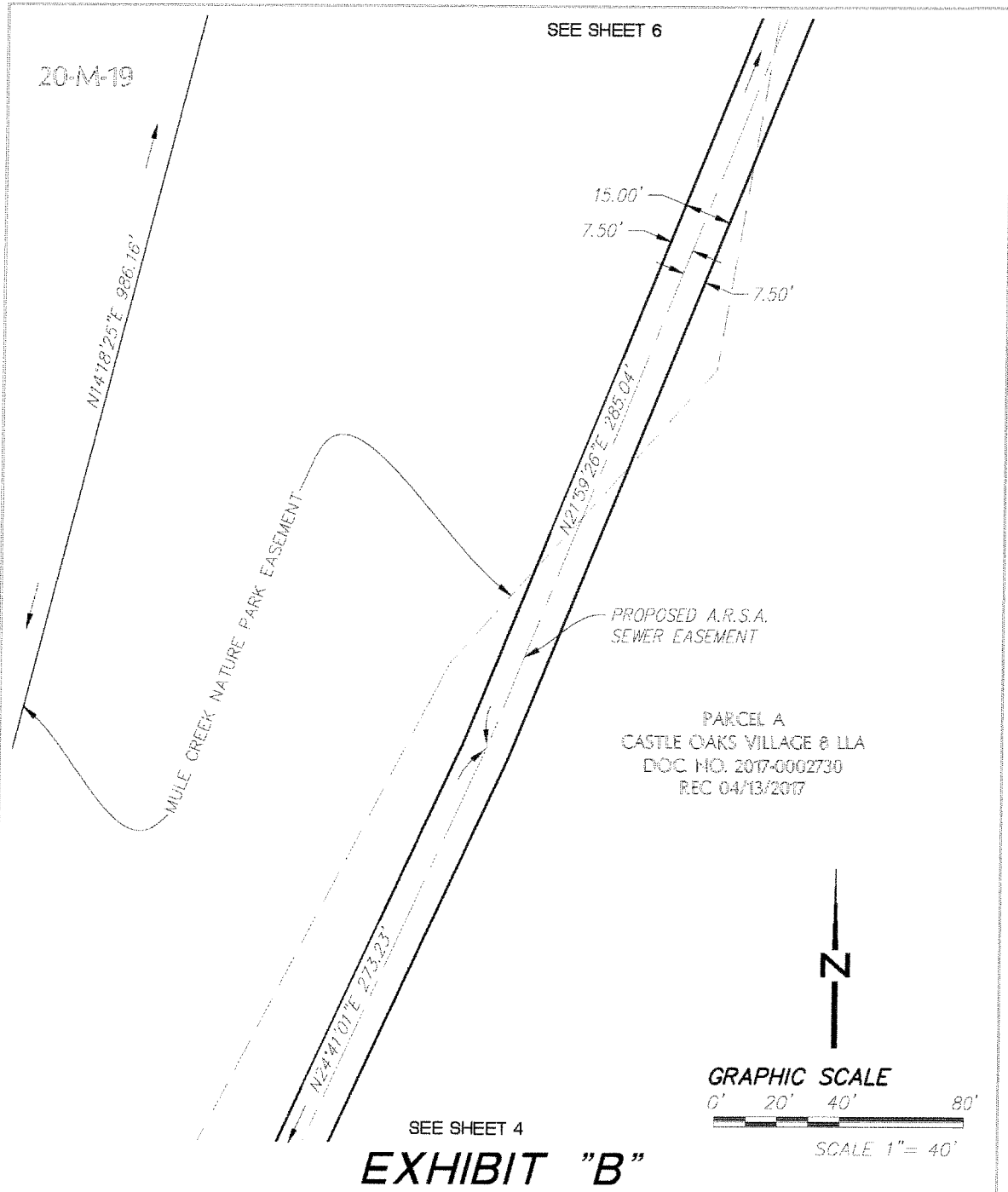
P: \NOLTE-NORCA\SAB014800\CADD\SURVEY\VILLAGE 8 - PHASE F - FINAL MAP\PHASE 1\ARSA_EASEMENT_P1.DWG



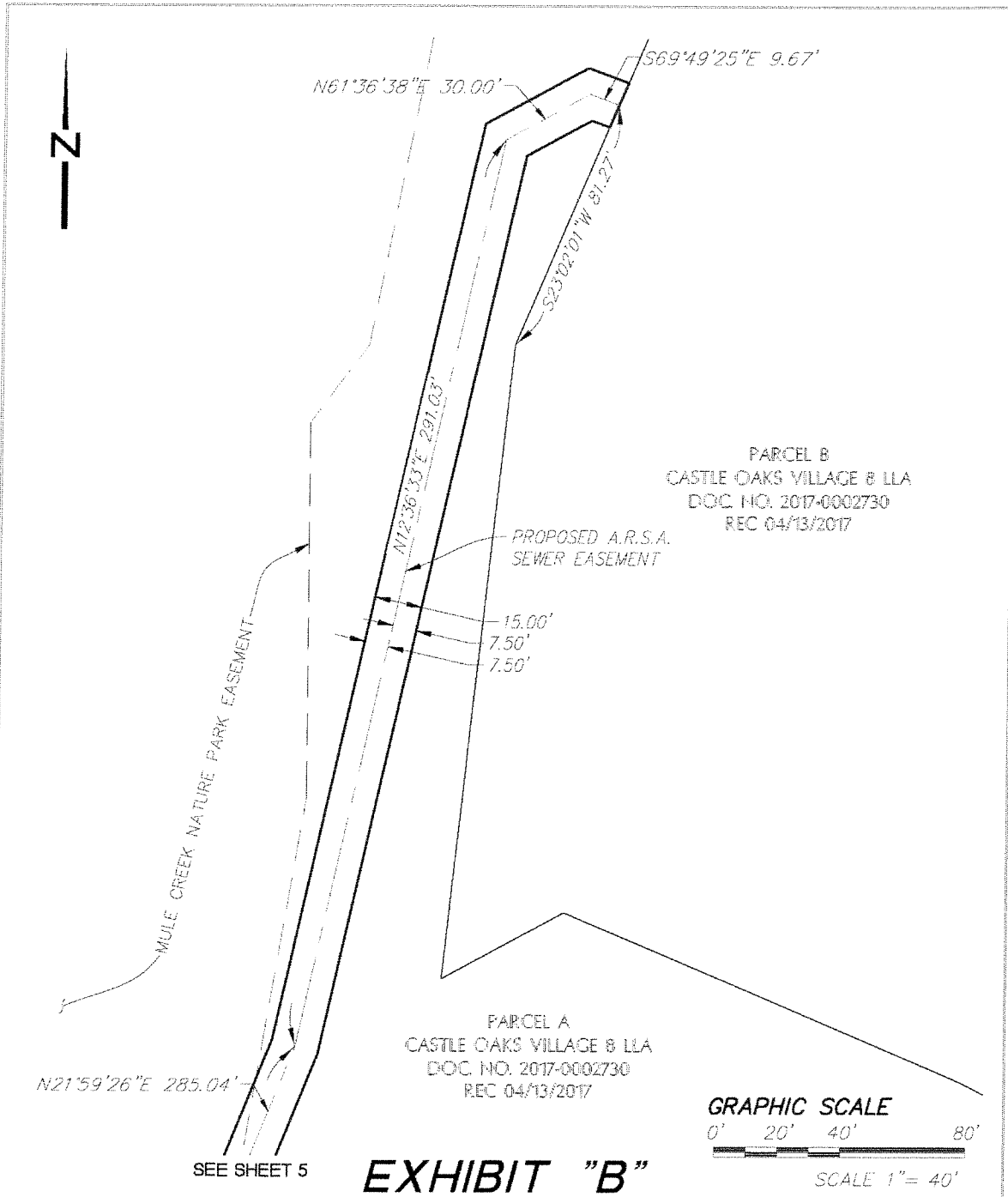




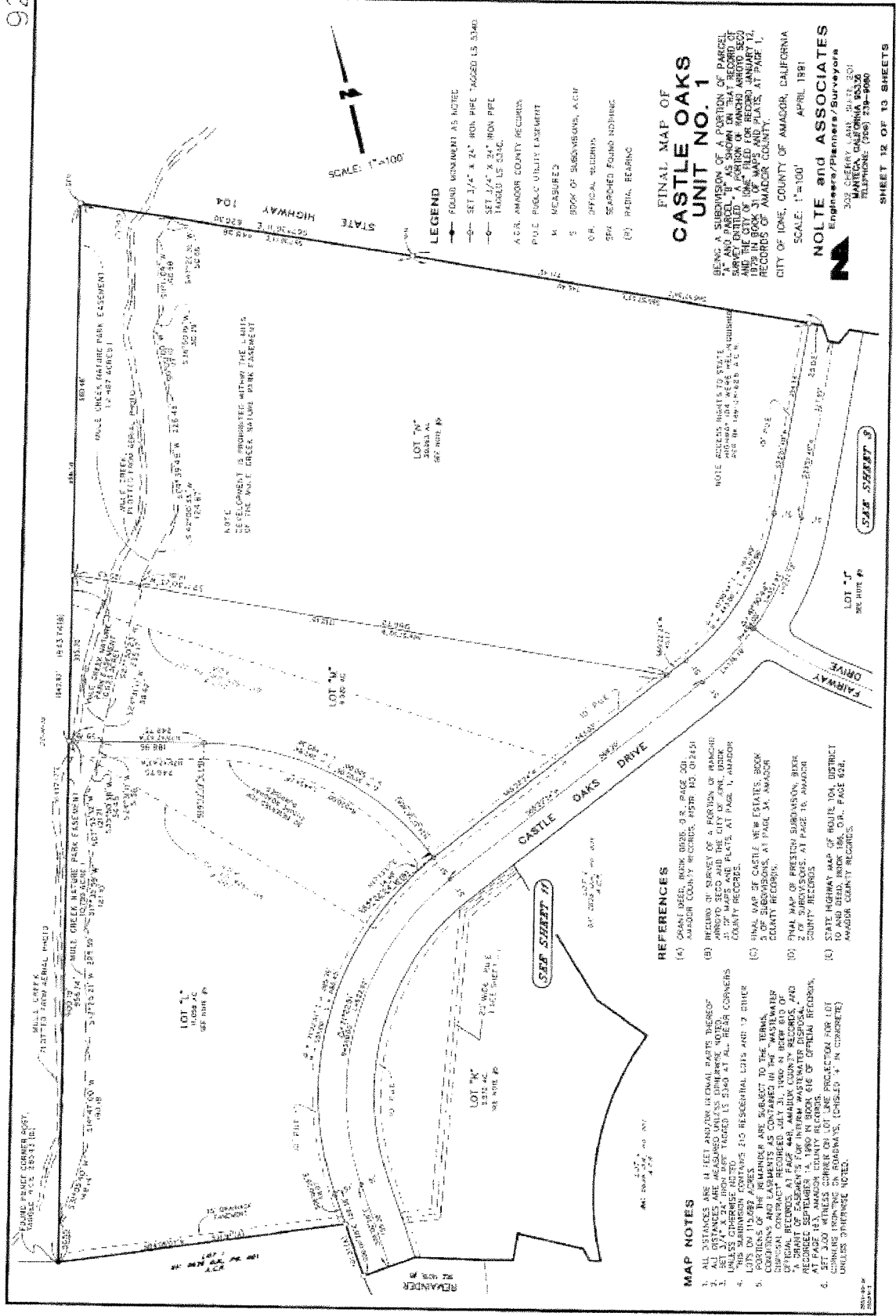
<p>N V 5</p> <p>2525 NATOMAS PARK DRIVE, SUITE 300 SACRAMENTO, CA 95833 P: 916.641.9100 WWW.NV5.COM</p>	<p>15' WIDE SEWER EASMENT</p> <p>AMADOR REGIONAL SANITATION AUTHORITY</p> <p>CITY OF IONE, COUNTY OF AMADOR, CA</p> <p>PREPARED FOR: A.R.S.A. DATE SUBMITTED: 6/10/2020</p>	<p>SHEET NUMBER</p> <p>4</p> <p>OF 6 SHEETS</p> <p>JOB NUMBER</p> <p>19-000073.01</p>
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<p>N V 5</p> <p>2525 NATOMAS PARK DRIVE, SUITE 300 SACRAMENTO, CA 95833 P: 916.641.9100 WWW.NV5.COM</p>	<p>15' WIDE SEWER EASMENT</p> <p>AMADOR REGIONAL SANITATION AUTHORITY</p> <p>CITY OF IONE, COUNTY OF AMADOR, CA</p> <p>PREPARED FOR: A.R.S.A</p> <p>DATE SUBMITTED: 6/10/2020</p>	<p>SHEET NUMBER</p> <p>5</p> <p>OF 6 SHEETS</p> <p>JOB NUMBER</p> <p>19-000073.01</p>
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<p>N V 5</p> <p>2525 NATOMAS PARK DRIVE, SUITE 300 SACRAMENTO, CA 95833 P: 916.641.9100 WWW.NV5.COM</p>	<p>15' WIDE SEWER EASMENT AMADOR REGIONAL SANITATION AUTHORITY CITY OF IONE, COUNTY OF AMADOR, CA</p> <p>PREPARED FOR: A.R.S.A DATE SUBMITTED: 6/10/2020</p>	<p>SHEET NUMBER 6</p> <p>OF 6 SHEETS JOB NUMBER 19-000073.01</p>
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**SUBDIVISION IMPROVEMENT AGREEMENT
CASTLE OAKS VILLAGE 8A**

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement"), made and executed this 18th day of August , 2020, by and between Riverland Homes, Inc., hereinafter referred to as "Subdivider" and The City of Ione, a municipal corporation, acting by and through its City Council, hereinafter referred to as "CITY."

WITNESSETH

A. SUBDIVIDER is the owner of that certain tract of land situated in the City of Ione, County of Amador, State of California, generally known as Castle Oaks Village 8A; and

B. SUBDIVIDER proposes to do and perform certain work of improvement thereon and adjacent thereto as hereinafter set forth; and

C. CITY requires said proposed improvements be done in a good and workmanlike manner and in accordance with the laws now in force and effect in the CITY; and

D. WHEREAS, a final map of said Castle Oaks Village 8A has been prepared in accordance with the provisions of City Code has been filed by SUBDIVIDER with CITY:

E. NOW, THEREFORE, in consideration of the approval and acceptance by the City Council of the CITY of said final map and the covenants therein contained, the parties hereto mutually agree as follows:

1. GENERAL REQUIREMENTS

SUBDIVIDER shall, at his own expense, complete all improvements as set forth below to the satisfaction of the CITY within twenty-four (24) months of the date of this agreement at an estimated cost of \$477,014.00 as set forth on Exhibit A attached hereto and made a part hereof. Improvements as proposed herein consist of streets, storm drains, sewer and utility improvements as set forth on the approved Improvement Plans for Castle Oaks Village 8 with the approval date of April 30, 2020 sheets 1 through 17 (the "Improvement Plans") and joint trench utility work Composite Utility Plans for Castle Oaks Village 8 dated March 30, 2020 sheets 1 through 2 (the "Joint Trench Plans"), as may be amended by mutual agreement of the parties.

All improvements shall be completed in accordance with the following:

- A. Planning Commission Conditions of Approval as set forth in the Subdivision Map Approval
- B. Chapter 16 of the City Code and City Improvement Standards
- C. Improvement Plans and Joint Trench Plans.
- D. Agreements between developer and PG&E/AT&T to be entered into by SUBDIVIDER at a date following execution of this Agreement

2. DEFINITION AND OWNERSHIP OF IMPROVEMENTS

SUBDIVIDER will pay for all plan checking and inspection costs. It is further understood that the sewer and designated road improvements will be dedicated to the CITY and designated improvements will be maintained by the CITY. Said sewer and designated road improvements will become the sole and exclusive property of the CITY upon acceptance of said improvements by the CITY.

3. TIME OF COMPLETION

a. All of said improvements shall be completed within twenty-four (24) months from the date of this agreement. In the event SUBDIVIDER fails to complete the improvements within said twenty-four (24) months, the CITY may require the SUBDIVIDER or his Surety to pay for the completion of said improvements.

b. If the construction of the onsite and offsite public improvements required of Subdivider by this Agreement is delayed (such as acts of God, or acts of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes or labor disputes, shortage of materials, sabotage, freight embargoes, inclement weather (defined herein only as weather conditions sufficient to prevent construction activities), permit or connection moratoriums instituted by public agencies or

utility companies, subsurface or latent physical condition, discovery of historical or archaeological items not previously known, acts of other utility companies related to the removal, relocation or installation of utilities.), upon written request to the City Administrator, the time for the completion thereof may be extended by the City for such period as caused by the delay, which extension may not be unreasonably withheld or delayed. The securities required of Subdivider by this Agreement shall be required by Subdivider to remain in effect throughout any extension.

4. SECURITY

SUBDIVIDER shall file with CITY, improvement security in accordance with Section 16.44, Improvement Security, of the City Code and City Improvement Standards in the form of a Performance Bond and Labor and Material Bond, each for an amount not less than 100% of the total improvement cost as set forth in Exhibit "A". Upon completion of improvements as set forth herein, SUBDIVIDER shall provide a maintenance bond in the amount of 10% of the improvements to be maintained by the City.

5. [Intentionally left blank.]

6. RELEASE OF SECURITY

When substantial portions of improvements have been completed or other security provided therefore, the City Administrator may authorize release of security commensurate therewith. All requests for security release shall be by SUBDIVIDER in writing.

7. INSPECTION COSTS

SUBDIVIDER agrees to pay to CITY, prior to recording subdivision map, all inspection costs in accordance with the City Code., City Improvement Standards and the most recently adopted fee schedule.

8. EFFECTIVE DATE OF CONTRACT

It is understood that the final map will be approved by the City Council and will be recorded by the County Recorder of the County of Amador. The date of recording will be the effective date of this agreement.

9. LIABILITY FOR NON-PERFORMANCE AND PERSONAL INJURIES

Neither the CITY nor any of its officers shall be liable to the SUBDIVIDER or its contractors for any error or omission arising out of or in connection with any work performed under this agreement. The CITY shall not be liable to the

SUBDIVIDER or any other person whatsoever for any injury or damage that may result to any person or property in the performance of this agreement.

10. RELEASE AND INDEMNIFICATION

The SUBDIVIDER hereby releases and agrees to indemnify the CITY and any of its representatives, harmless from and against any injuries, deaths, damage, and liability whatsoever resulting from the performance or non-performance of any work to be done in and upon the street right-of-ways in said Subdivision and upon the premises adjacent thereto pursuant to this agreement, and also from any injuries and deaths of persons and injuries to property or other interests and all claims howsoever same may be caused and whensoever the same may appear, either directly or indirectly, made or suffered by SUBDIVIDER or his agents while engaged in the performance of said work. SUBDIVIDER'S contractors shall furnish to CITY evidence of an insurance policies which meet with the approval of the CITY.

The minimum scope and limits of such policies shall be as follows:

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Said policies shall be in favor of SUBDIVIDER or its contractors and of CITY. Said policies shall state by their terms and by an endorsement that said policies shall not

be cancelled until CITY shall have a least thirty (30) days notice in writing of such cancellation.

11. LIABILITY OF SUBDIVIDER

SUBDIVIDER agrees that the use for any purpose and by any person of any and all improvements hereinbefore specified shall be at the sole risk of the SUBDIVIDER until improvements are dedicated and accepted by City, or Amador Water Agency as may be appropriate, or the filing of Notice of Completion in accordance with Section 22 of this Agreement.

12. SUBDIVIDER'S EXPENSES

Installation and connection of private utilities by SUBDIVIDER or builders shall be done at SUBDIVIDER'S expense in accordance with City Code.

13. CHARGES AND FEES

All parcels served by these improvements, upon application for sewer service or building permit, shall be subject to all CITY charges and fees in effect at the time application for service or permit is made.

14. CONSTRUCTION

SUBDIVIDER shall cause the improvements to be constructed by a properly licensed contractor or licensed contractors, without expense to CITY, and CITY shall not be responsible for any of the cost of said sewer, storm drain or road improvements or for the performance or nonperformance of the work of construction of said improvements, and the SUBDIVIDER shall hold CITY free and harmless from any claim or liability resulting from or arising out of the construction work. The SUBDIVIDER is not acting as a contractor, agent, official or representative of CITY in constructing or providing such improvements or associated facilities or in causing such improvements and facilities to be installed. This Agreement simply provides for the transfer and assumption of responsibility for such improvements and facilities upon performance of all terms of this Agreement. The approval of the plans and specifications as presented by SUBDIVIDER shall not be deemed as a warranty or guarantee by CITY of proper design or proper specifications of materials or construction. CITY specifically relies upon the design and specifications, as prepared, as being in accordance with the conditions of the geography and as having specific materials and equipment of the highest practicable quality and character.

15. NOTIFICATION OF DEVIATIONS OR FAILURES

a. CITY agrees to notify SUBDIVIDER in writing as to any deviations or failure in construction of the improvements pursuant to said plans and specifications and requirements of said CITY as soon as any deviation is brought to CITY's attention, and SUBDIVIDER shall immediately cause such deviation or failure to be corrected at the sole cost of SUBDIVIDER for a period of twelve (12) months following acceptance by City or filing of Notice of Completion, as appropriate.

b. CITY is not, by inspection of the construction or installation of the subject facilities, representing SUBDIVIDER or providing a substitute for inspection and control of the work by SUBDIVIDER. Any inspections and observations of the work by CITY are for the sole purposes of providing notice of the stage and character of the work. The failure of the CITY to note variances from the plans and specifications for the project does not excuse or exempt SUBDIVIDER from complying with all terms of the approved plans and specifications.

16. CONVEYANCE

Upon completion of the improvements in a manner meeting CITY's approval, SUBDIVIDER shall immediately convey said improvements and title thereto, free

and clear of any liens, encumbrances, and expense to CITY by such conveyances and documents approved by CITY together with:

- A. As-built plans as set forth in Paragraph 25 of this agreement.
- B. All easements and rights-of-ways reasonably required by CITY.

17. APPLICATION FOR SEWER OR WATER SERVICE

No water shall be delivered to or conveyed by or through any water system improvements and no sewerage will be discharged into sewerage improvements, other than for testing purposes, until said sewer and water system improvements are conveyed to Amador Water Agency and CITY, formally accepted by CITY, and proper applications for sewer or water service are made and accepted. Sewer connection fees shall be for the amount in effect when building permits are issued.

18. OBLIGATIONS FOR PIPELINE AND FACILITIES

Subject to the provisions of the Resolution and Ordinance described in subparagraphs 1A. through 1B., CITY shall be under no obligation to provide additional pipelines and facilities in order to serve SUBDIVIDER's project. Upon acceptance of the improvements by CITY, they shall become the sole property of CITY and shall be used and operated at CITY's sole discretion. The existing sewer facilities that cross property may be operational during the course of contractor's work and shall be protected from damage. No connections will be made to existing improvements until approved by City and a City representative is present to inspect the work. No water, debris, construction materials, or discharges of any type will be allowed to enter the existing pipeline without prior written approval of City, which approval shall not be unreasonably withheld or delayed.

19. RULES AND REGULATIONS

Subject to the provisions of the Resolution and Ordinance described in subparagraphs 1A. and 1B., upon improvements being accepted by CITY, SUBDIVIDER together with his heirs, successors, and assigns, shall be subject to and shall comply with all rules and regulations of CITY and shall pay the fees, rates, tolls, and charges established by the City Council from time to time. Attention is directed to paragraphs 13 and 17.

20. APPROVAL BY CITY ENGINEER

It is mutually agreed by the parties hereto that the City Engineer shall have the right to reject any or all of the work performed under this contract when such work does not conform with the approved plans and specifications and amendments thereto, City as set forth herein in Section 1. However, City Engineer must inform SUBDIVIDER in writing of the specific work that did not conform with the approved plans and specifications prior to rejection.

21. OBLIGATIONS OF SUBDIVIDER

It is the obligation of the SUBDIVIDER to perform work strictly in accordance with the approved plans and specifications. SUBDIVIDER warrants that the plans and specifications as set forth herein in Section 1, and that they are adequate to accomplish the work, and SUBDIVIDER also warrants it will complete all improvements in a good and workmanlike manner in accordance with standard construction practices.

22. NOTICE OF COMPLETION

For improvements to be dedicated to the City, SUBDIVIDER shall, upon completion and acceptance of improvements by CITY, or Amador Water Agency, as may be appropriate, file a Notice of Completion of the improvements. The Notice of Completion on all other improvements may be filed by Subdivider as appropriate.

23. CERTIFICATIONS OF SATISFACTORY COMPLETION

Upon receipt of notice of satisfactory completion from the City Engineer, the City Council shall approve said improvements as being completed.

24. ASSIGNMENT

This contract shall not be assignable by SUBDIVIDER without the written consent of the CITY, which consent shall not be unreasonably withheld or delayed.

25. FILING OF "AS-BUILT" PLANS

Upon completion of the improvements and prior to acceptance of the storm drain, sewer, and road improvements by CITY, SUBDIVIDER shall supply CITY with one (1) mylar set of "as-built" drawings. Said drawings shall be certified by the SUBDIVIDER's engineer as being "as-built" and shall reflect the job as actually constructed, with all changes incorporated therein.

26. BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY

a. Building permits will be issued for any lot within this subdivision and combustible materials will be stored on site when the temporary water supply is approved by the Lone Fire Chief.

b. No Certificate of Occupancy will be issued for any improvement on any lot within this subdivision until all improvements required under this Agreement have been completed and accepted by CITY.

c. CITY reserves the right to suspend work on any building permit when CITY determines such work conflicts with the obligations set forth herein including but not limited to conflicts between building contractors and subdivision improvement contractor.

27. HEIRS, SUCCESSORS, OR ASSIGNEES

This contract shall be binding on the heirs, successors, or assignees of each party.

EXECUTED this 18th day of August 2020, in the City of Ione, County of Amador, State of California.

CITY:

SUBDIVIDER:

Diane Wratten, Mayor

By _____
Riverland Homes, Inc.

ATTEST:

City Clerk

APPROVED:

Sophia R. Meyer, City Attorney
As to Form

John Wanger, City Engineer
As to Improvement Cost Estimate

EXHIBIT A

IMPROVEMENT COST ESTIMATE

ENGINEER'S ESTIMATE OF PROBABLE COST CASTLE OAKS VILLAGE 8A

Based on 42 lots

CONSTRUCTION COST ESIMATE SUMMARY

	Overall Cost	Portion Remaining as of 8/10/20
Streetwork	\$ 359,243	\$ 269,432
Sanitary Sewer	\$ 134,064	\$ 35,516
Storm Drain System	\$ 82,905	\$ 20,726
Water Distribution System*	\$ 206,400	\$ -
Streetlights	\$ 27,500	\$ 27,500
Joint Trench (backfill and compaction only)	\$ 321,900	\$ 80,475
Subtotal Construction	\$ 1,132,012	\$ 433,649
Contingency	\$ 113,201	\$ 43,365
Total Amount for Bonding		\$ 477,014

*Water Distribution System is separately bonded for with
AWA

Agenda Item

2

DATE: August 18, 2020
TO: Honorable City Council
FROM: John Wanger, City Engineer
SUBJECT: 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:

On March 17, 2020 the City Council considered a listing of streets to receive treatment based on anticipated funds to be received from the SB-1 funding for Fiscal 2019/20. The council approved the selected streets and authorized bid documents to be completed and for the project to move forward. The bid documents were completed in June and the project was publicly bid. Bids were due on July 14, 2020. At the bid opening nine bids were received ranging in price from \$157,300.40 to \$325,123. The low bid was submitted by All-American Construction. The estimate on the project was \$258,561.

In reviewing the bids submitted, it appears that the unit price for a number of the line items were in below the pricing in the engineer's estimate. It should be noted that the next lowest bid was \$170,631 and several of the other bids were in the \$220,000 to \$250,000 range.

Due diligence has been performed for All-American Construction bid submittal. All-American Construction contractor's license check verified they have an active Class A license that expires in June 30, 2022. The bid checks out mathematically and all required bid information appears to be in order. Additionally, as the City has never worked with this contractor before, staff checked with other agencies they have done work for. In

particular, the City of Yuba City provided good references for the company on a recent job much larger than the one being awarded herein.

Based on the finding that All-American Construction bid is a valid bid, the following is the estimated budget for the project:

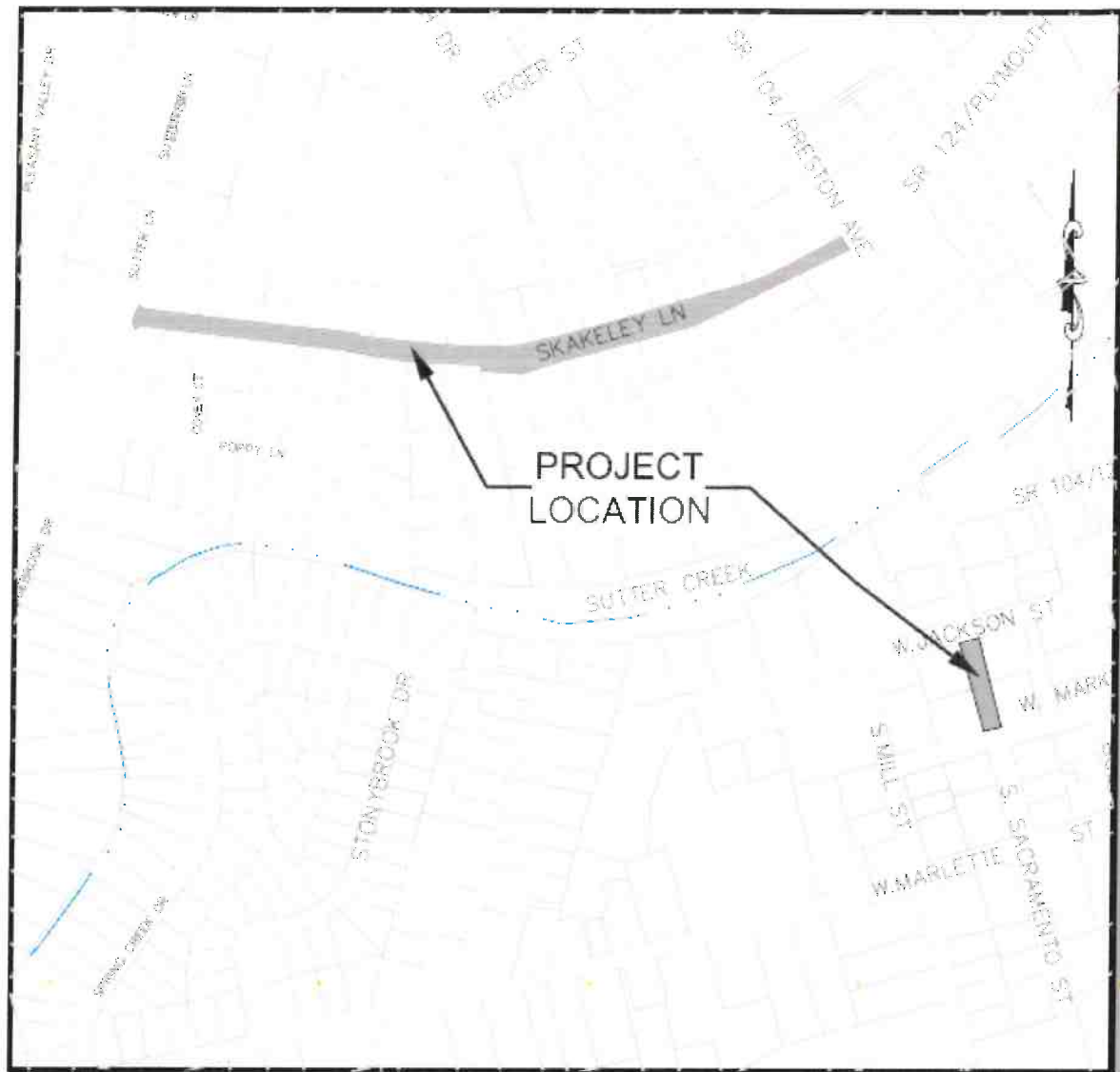
Construction bid:	\$ 157,300
Recommended Contingency (10%):	<u>\$ 15,730</u>
Total Overall Maximum Estimated Cost:	\$ 173,030

Attachments:

Project location map.

Resolution

Contract



LOCATION MAP

RESOLUTION No. _____

**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's 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 18th day of August 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTESTED:

Diane Wratten, Mayor

Janice Traverso, City Clerk

AGREEMENT

The City of Ione, ("City") enters into this agreement, dated for reference purposes only, with All-American Construction ("Contractor").

RECITALS

- A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by July 14, 2020 for the 2020 Paving Restoration Project by published notice and/or posting in accordance with California Public Contract Code Section 20164 and other applicable law.
- B. BID OPENING. On July 14, 2020 City representatives opened the bids for the 2020 Paving Restoration Project and read the bids aloud.
- C. PROJECT AWARD. On July 21, 2020 the City Council awarded the 2020 Paving Restoration Project to the Contractor and directed City staff to send the Contractor written notice of award of the project. The City Council conditioned award of the project on the Contractor's providing executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award of the project.
- D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award.

AGREEMENT TERMS

The City and the Contractor agree as follows:

1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the 2020 Paving Restoration Project ("Work") as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
2. LOCATION OF WORK. The Work will be performed at the following location:
S. Sacramento St. (between W. Market St. and W. Jackson St.) and Shakeley Ln. (between Sutter Ln. and Preston Ave.) in Ione, California
3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within thirty (30) working days from the date specified in the City's Notice to Proceed ("Time for Completion").
4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this agreement in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor's obligations under this agreement that have accrued by the Time for Completion, the Contractor will become liable to the City for all resulting loss and damage in accordance with the Contract Documents and applicable

law. The City's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of **\$1,450 per day** in accordance with California Government Code Section 53069.85 and Section 7-1.02 of the General Provisions, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the City will pay the Contractor in lawful money of the United States the total price of \$157,300.40 (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated July 14, 2020, and attached to and incorporated in this agreement. Payment to the Contractor under this agreement will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this agreement is first modified in accordance with its terms. The City's obligation to pay the Contractor under this agreement is subject to and may be offset by charges that may apply to the Contractor under this agreement. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.
6. PREVAILING WAGES. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.
7. THE CONTRACT DOCUMENTS. This agreement consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this agreement as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:
 - 7.1 This agreement and change orders and other amendments to this agreement signed by authorized representatives of the City and the Contractor.
 - 7.2 The General Provisions and change orders and other amendments to the General Conditions signed by authorized representatives of the City and the Contractor.
 - 7.3 The Special Provisions, addenda to the Special Provisions signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals

accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the City and the Contractor.

7.4 The Project Plans, addenda to the Project Plans signed by authorized representatives of the City and issued prior to bid opening, Equal Product Proposals accepted by the City and signed by authorized City representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the City and the Contractor.

7.5 Notice Inviting Bids.

7.6 Instructions to Bidders.

7.7 The successful bidder's completed Proposal Form and Bidder's Sheet.

7.8 The successful bidder's completed Contractor License Information.

7.9 The successful bidder's completed List of Proposed Subcontractors.

7.10 The successful bidder's Workers Compensation Insurance Certification.

7.11 The successful bidder's completed Non-Collusion Declaration.

7.12 The successful bidder's Debarment Certification.

7.13 The successful bidder's completed Certificates of Insurance and Endorsements.

7.14 The successful bidder's executed Performance Bond.

7.15 The successful bidder's executed Payment Bond.

7.16 Executed Escrow for Deposit Agreement, if applicable.

7.17 Change Order Form.

7.18 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract.

7.19 The successful bidder's Qualification Statement, if any.

7.20 The successful bidder's signed Signature Form.

8. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Agreement to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Agreement. For example, published public works agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the Standard Specifications) are only a part of this Agreement to the extent expressly incorporated in this Agreement by section number, and references in the Standard Specifications incorporated by reference to other Standard Specifications do not make such other

Standard Specifications a part of this Agreement. When such published provisions are made a part of this Agreement, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the City as the context of this Agreement may require.

9. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the Public Works Department, for issuance of an interpretation and/or decision by an authorized Public Works Department representative in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of an authorized Public Works Department representative shall be final.
10. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this agreement, or any moneys due or to become under this agreement, or any other right or interest of the Contractor under this agreement, or delegate any obligation or duty of the Contractor under this agreement without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City and the Contractor's sureties will be void and a material breach of this agreement subject to all available remedies under this agreement and at law and equity.
11. CERTIFICATION RE CONTRACTOR'S LICENSE. By signing this Agreement the Contractor certifies that the Contractor holds a valid Type A license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this agreement subject to all available remedies under this agreement and at law and equity.
12. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

Executed on _____, _____, by

CONTRACTOR

CITY OF IONE

By: _____

By: _____

Title: _____

Title: _____

[Attach Notary Page]

Attest:

By: _____

Approved as to Form:

By: _____
City Attorney

Agenda Item

#3

DATE: August 12, 2020

TO: Ione City Council

FROM: Jon G. Hanken, City Manager

SUBJECT: Resolution No. 2020-32: A Resolution of the City Council of the City of Ione Approving Application for Per Capita Grant Funds

RECOMMENDED ACTION: Council is being asked to adopt Resolution No. 2020-32: A Resolution of the City Council of the City of Ione Approving Application for Per Capita Grant Funds.

Motion: _____/_____.

FISCAL IMPACT: City will receive \$177,952 in California Parks Per Capita Grant Funds. The Per Capita Grant program is not a competitive grant, there is a 20% match.

BACKGROUND: The California Parks Department began holding workshop training sessions for the State's Per Capita Grant Program. City staff attended the August 12th session.

While applications can be submitted through December, 2021, communities are encouraged to adopt a resolution approving application for Per Capita Grant Funds as soon as possible.

As discussed earlier, the City of Ione will use the Per Capita Grant Funds to help construct Depot Park. Staff will be meeting with Jake Herfel, Lead Volunteer, to identify the scope of the project that these funds will be used for.

Contract must be fully encumbered, signed by the Office of Grants and Local Services and Grantees by June 2022. Projects must be completed by December 2023. Project completion package must be send to Department's Project Officer by March 2024.

Staff request that Council adopt the resolution as presented.

Attachments: Resolution No. 2020-32: A Resolution of the City Council of the City of Ione Approving Application for Per Capita Grant Funds

Procedural Guide for Per Capita Grant Program.

RESOLUTION NO. 2020-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE APPROVING APPLICATION FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the Ione City Council hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Ione's general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)), To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017 the City of Ione will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide work force education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the lone City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 18th day of August, 2020.

I, the undersigned, hereby certify that the foregoing Resolution Number 2020-32 was duly adopted by the lone City Council following a roll call vote:

Ayes: _____

Noes: _____

Absent: _____

Diane Wratten, Mayor

Attest:

Janice Traverso, City Clerk

**Procedural Guide
for the
California Drought, Water, Parks, Climate, Coastal
Protection, and Outdoor Access for All Act of 2018**

PER CAPITA PROGRAM

June 2020



**State of California
The Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)**

"Creating Community through People, Parks, and Programs"

Send correspondence to:

Street Address for Overnight Mail:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Mailing Address:

Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

Phone: (916) 653-7423

[Website](http://www.parks.ca.gov/grants): <http://www.parks.ca.gov/grants>

2018-2019 California State Budget, Chapter 29

Budget Item 3790-101-6088 (b) - \$185,000,000 shall be available for the Local Park Rehabilitation, Creation in Urban Areas Program, consistent with subdivision (a) of Section 80061 of the Public Resources Code.

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**



Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Community Engagement Division Mission

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

The Office of Grants and Local Services Mission

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS VISION GOALS

To Be:

- A leader among park and recreation professionals.
- Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- Honest, knowledgeable and experienced grant administration facilitators.
- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- Perceptive to opportunities for partnerships, growth and renewal where few existed before.
- Committed to providing quality customer service in every interaction and transaction.
- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, legislative members, and department employees.

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Words and terms shown in SMALL CAPS are in the definitions section.

Per Capita Program Summary

Background

This program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funds for the program were appropriated via State Budget item 3790-101-6088(b). Legislative program information is found in the Public Resources Code (PRC) beginning at §80000 (see page 51). OGALS retains the right to waive requirements not mandated by statute. Funds are provided for two programs, as described below:

General Per Capita Program: \$185,000,000

Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors (PRC §80061(a)).

Urban County Per Capita: \$13,875,000

Additional funds are available for Per Capita grants to cities and districts in urbanized counties (*a county with a population of 500,000 or more*) providing park and recreation services within jurisdictions of 200,000 or less in population. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under the General Per Capita Program (PRC §80061(b)).

Eligible Recipients (PRC §80062)

Sixty percent (60%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$200,000.

- Cities
- Eligible Districts, other than a regional park district, regional park and open-space districts, and regional open-space districts¹

Forty percent (40%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$400,000.

- Counties
- Regional park districts, regional park and open space districts, and regional open space districts

Allocations

Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for allocations.

¹ For purposes of this chapter, "district" means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, "district" also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

Eligible Projects

- PROJECTS must be capital outlay for recreational purposes, either acquisition or DEVELOPMENT. Do not submit combined acquisition and DEVELOPMENT projects, rather submit separate APPLICATION PACKETS for each PROJECT type.
- Multiple PROJECTS may be completed under one contract; each PROJECT requires a separate APPLICATION PACKET.
- A PROJECT can only have one location. One PROJECT serving several parks is not permitted.
- GRANTEES are encouraged to partner with other GRANTEES on PROJECTS (PRC §80063(b)). See page 54 for information on allocation transfers.

Match

PROJECTS not serving a “severely disadvantaged community” (median household income less than 60% of the statewide average) require a 20% match (see page 13) (PRC §80061(c)).

No Supplanting

GRANTEES must use Per Capita grant funds to supplement existing expenditures, rather than replace them (PRC §80062(d)). For example, a GRANTEE has a budget for recreational capital expenditures of \$500,000 per year, and is receiving a \$200,000 allocation under the Per Capita program. The budget cannot be reduced to \$300,000, with the Per Capita funds making up the difference.

Similarly, if a PROJECT has been approved by the governing body, and a funding source has been identified, *Per Capita funds cannot be swapped in as a new funding source unless the prior funding source is applied to other identified recreational capital projects.*

GRANTEES should keep all documents indicating intent to use Per Capita grant funds for PROJECTS.

Grant Process Overview

The GRANT PERFORMANCE PERIOD is shown on the contract. Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for deadlines and current information on each step in the process listed below.

1. **OGALS Mandatory Grant Administration Workshops** will be held statewide. All recipients are required to attend.
2. **Resolution:** GRANTEE passes one resolution approving the filing of *all* applications associated with the contract, and provides a copy to OGALS.
3. **APPLICATION PACKET(s):** The GRANTEE defines the PROJECT SCOPE(s) and amount of GRANT funds needed for each PROJECT. As PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(s) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.
4. **Contract:** OGALS sends a contract to the GRANTEE once the OGALS has received and approved APPLICATION PACKET(s) equaling the total contract amount.
 - a. The contract section, beginning on page 42, includes a sample contract.
 - b. The GRANTEE must return the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS.
 - c. OGALS returns a copy of the fully executed contract to the GRANTEE.
5. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for eligible costs. The grant payments section, beginning on page 33, provides payment request instructions and forms.
 - a. The GRANTEE may request payments after each PROJECT is approved by OGALS.
 - b. The GRANTEE completes PROJECT SCOPE(s).
 - c. The GRANTEE sends PROJECT COMPLETION PACKET(s) to OGALS.
 - d. OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.
6. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records, including source documentation with original signatures, for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 48, provides directions and an Audit Checklist for DPR audit and accounting requirements.

Authorizing Resolution

GRANTEE passes *one* resolution approving the filing of *all* APPLICATION PACKETS associated with the contract, and forwards a copy to OGALS.

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged*.

The Authorizing Resolution serves two purposes:

1. It is the means by which the GRANTEE's Governing Body agrees to the terms of the contract; it provides confirmation that the GRANTEE has the funding to complete, operate and maintain PROJECTS associated with the contract.
2. Designates a position title to represent the Governing Body on all matters regarding PROJECTS associated with the contract. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

Resolution items 4, 5, 7, 8 and 9 are required by Proposition 68.

Complete the highlighted areas of the Authorizing Resolution (beginning on following page). The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. This may be included in item 11 of the resolution, or the AUTHORIZED REPRESENTATIVE may submit a letter (on letterhead) or email to OGALS delegating authority.

Resolution Form

Resolution Number: (insert number here)

RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors) OF (City, County, or District) APPROVING APPLICATION(S) FOR PER CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the (grantee's governing body) hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the [city/county/district] will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the (designated position, not name of person occupying position), or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the _____ day of _____, 20_____.

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the (grantee's governing body) following a roll call vote:

Ayes: _____
Noes: _____
Absent: _____

(Clerk)

Application Packet

- GRANTEE may submit multiple APPLICATION PACKETS.
- Separate APPLICATION PACKETS are required for each PROJECT site and/or PROJECT type.
- Provide all APPLICATION PACKET items in the order shown in the following checklist.
- Submitted documents need not contain original signatures; but the GRANTEE must keep all original signed documents.
- GRANTEES are encouraged to submit documents digitally, as .pdf files. Do not send the APPLICATION PACKET as one file. E-mail each checklist item to the PROJECT OFFICER as a separate digital file, labeled using the digital file names indicated on the application checklist.
- If submitting hard copies, number all pages of the APPLICATION PACKET.

Any costs incurred prior to finalizing the contract are at the GRANTEE'S own risk.



**State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

Application Packet Checklist

GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET.
An APPLICATION PACKET is not complete unless all items on the checklist are submitted.
Each PROJECT requires its own APPLICATION PACKET.

Check if not applicable	Check if included	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
<input type="checkbox"/>		Application Packet Checklist Digital file name: checklist.pdf	Pg. 11		Pg. _____
<input type="checkbox"/>		Application Digital file name: application.pdf	Pg. 12	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Development Project Scope/Cost Estimate, or Digital file name: devscope.pdf	Pg. 19	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 14	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 20	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>		Per Capita Match Calculator Digital file name: match.pdf	Pg. 13	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 21	<input type="checkbox"/>	Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 21		Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 24		Pg. _____
<input type="checkbox"/>	<input type="checkbox"/>	Site Plan Digital file name: siteplan.pdf	Pg. 24		Pg. _____
	<input type="checkbox"/>	GHG Emissions Reduction Worksheet (at completion) Digital file name: emissions.pdf	Pg. 24		Pg. _____
<input type="checkbox"/>		Photos Digital file name: photos.pdf	Pg. 24		Pg. _____



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Per Capita Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT \$
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located including zip code (substitute latitude and longitude where no street address is available)	MATCH AMOUNT (if project is not serving a severely disadvantaged community) \$
	LAND TENURE (<input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by GRANTEE <input type="checkbox"/> Available (or will be available) under a () year lease or easement

NEAREST CROSS STREET		
Project Type (Check one) Acquisition <input type="checkbox"/> Development <input type="checkbox"/>		
COUNTY OF PROJECT LOCATION		
GRANTEE NAME AND MAILING ADDRESS		
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION		
Name (typed or printed) and Title	Email address	Phone
GRANT CONTACT-For administration of grant (if different from AUTHORIZED REPRESENTATIVE)		
Name (typed or printed) and Title	Email address	Phone
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Development PROJECT Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.		
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution		Date
Print Name:		
Title:		

Per Capita Match

PROJECTS that do not serve severely disadvantaged communities (median household income less than 60% of the statewide average) must include 20% match from the GRANTEE (PRC §80061(c)).

Costs incurred to provide match must be eligible costs. Calculate match using the [Per Capita match calculator](https://www.parksforcalifornia.org/percapita) at <https://www.parksforcalifornia.org/percapita>; submit the report with the APPLICATION PACKET.

Costs incurred to provide match must be eligible costs. State funds are not allowed for match. Eligible match sources are:

- Federal funds
- Local funds
- Private funds
- IN-HOUSE EMPLOYEE SERVICES
- Volunteer labor – must maintain time and attendance records showing actual hours worked (see <https://independentsector.org> for [volunteer hourly wage value](#))

Match and Eligible Costs

The match is 20% but grantee must show 25% in additional costs if match is required. For example:

Determining the match amount:

PROJECT amount:	\$125,000
20% match:	(\$25,000)
GRANT amount:	\$100,000

Submitting costs for reimbursement

GRANT amount:	\$100,000
25% in additional costs:	\$25,000
PROJECT amount:	\$125,000

In summary, the 20% match calculation is based on the PROJECT amount, not on the GRANT amount.

Acquisition Projects

Acquisition Rules

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Land cannot be acquired through eminent domain.
3. Associated acquisition costs, such as appraisals, escrow fees, title insurance, etc., combined must be less than 25% of the PROJECT costs.
4. A deed restriction must be recorded on the property after the acquisition is complete (see page 29).
5. Land must be open to the public for recreational purposes within three years from the date the final payment is issued by the State Controller's Office (SCO).²
6. GRANTEE must provide Title Insurance.
7. PROJECTS must be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(b)).
8. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).

Acquisition Grant Scope/Cost Estimate

Provide the following information on a document signed by the AUTHORIZED REPRESENTATIVE:

- A brief description, for example, "Acquisition of approximately (enter total acreage to be acquired) for the development of park by (enter date no later than three years from the date final payment is issued by the SCO)."
- Estimated total costs for land and relocation
- Estimated total costs other than the purchase price and relocation costs, such as appraisals, escrow fees, title insurance fees, deed restriction recordation costs

Acquisition Documentation

For each parcel to be acquired, submit these documents:

1. An appraisal conducted within the last twelve months
2. A separate letter from an independent third party, AG rated appraiser certified by the California Office of Real Estate Appraisers stating the appraisal was reviewed, and was completed using acceptable methods
3. County Assessor's parcel map, showing parcel number and parcel to be acquired
4. Estimated value of each parcel to be acquired with a description of how that value was determined (such as the listed price on MLS, in-house estimation, website evaluation, assessed value)
5. Acreage of each parcel to be acquired
6. A description of any encumbrances that will remain on the property, such as grazing, timber, mineral rights or easements

² Grantees will see this date on their project complete letter – "A final payment was issued by the SCO on xx/xx/20xx"

7. A brief description of the intended recreational use of the land with the estimated date by which the site will be open to the public for recreational purposes

For easement acquisitions, in addition to the requirements above, provide:

8. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide:

9. A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §7260-7277.

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES – see accounting rules (page 48)
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

Ineligible Acquisition Costs – Cannot be charged to the grant

- Costs to fulfill any mitigation requirements imposed by law (PRC §80020)
- Acquisitions where purchase price is greater than appraised value
- Costs for land acquired through eminent domain or condemnation
- Costs incurred outside the GRANT performance period
- Development costs

Development Projects

Development Project Rules

1. PROJECTS must be consistent with the park and recreation element of the GRANTEE'S general or recreation plan (PRC §80063(b)).
2. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).
3. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
4. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
5. PRE-CONSTRUCTION COSTS may not exceed 25% of the PROJECT amount.
6. The primary purpose of any building constructed or improved must be public recreation. For example, renovating a gymnasium that includes office space for staff is eligible; renovating GRANTEE'S office building is not.
7. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

Eligible Pre-construction Costs – up to 25% of PROJECT costs; incurred prior to groundbreaking as determined by the GRANTEE

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- CEQA
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- GRANT/PROJECT administration and accounting prior to groundbreaking

Eligible Construction Costs – up to 100% of the PROJECT costs; incurred after groundbreaking.

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – Equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices.
- Bond and other signs
- Premiums on hazard and liability insurance to cover personnel or property
- Site preparation
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management: including site inspections and PROJECT administration

- Miscellaneous: other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- IN-HOUSE EMPLOYEE SERVICES after groundbreaking
- GRANT/PROJECT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

- PRE-CONSTRUCTION COSTS that exceed 25% of the PROJECT costs
- Development to fulfill any mitigation requirements imposed by law (PRC §80020)
- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Construction outside the boundaries of the recreation facility
- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE'S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Fundraising and grant writing
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Distinguishing capital outlay (eligible) from maintenance and repair (not eligible):

- Capital outlay – building something new, or for existing structures, activities intended to boost the condition beyond its original or current state.
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Examples:

Roof – replacing broken shingles is maintenance; fixing a hole is repair; replacing the roof is capital outlay.

Playground – adding additional fall material is maintenance; fixing the chains on a swing set is repair; replacing the play structures is capital outlay.

Windows – repairing the glazing is maintenance; replacing broken panes is repair; replacing the windows is capital outlay.

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.
- If planning to claim IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet for OGALS review to confirm these accounting practices are being followed.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Development Project Scope/Cost Estimate Form

GRANTEE:	PROJECT Name
----------	--------------

Development project scope (Describe the project in 30 words or less):

Project Scope Items - ☐ all that apply:

Install new	Renovate existing	Replace existing	Recreation Element
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool, aquatic center, splash pad
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trails or walking paths
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping or irrigation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Group picnic, outdoor classrooms, other gathering spaces
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Play equipment, outdoor fitness equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sports fields, sports courts, court lighting
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Community center, gym, other indoor facilities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Restroom, concession stand
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.

PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total PROJECT cost. \$

Construction \$

Total PROJECT cost \$

Subtract GRANTEE match if not in severely disadvantaged community Less match
(20% of total PROJECT cost, see page 13) -\$

Total GRANT amount requested \$

The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Funding Sources Form

GRANTEE:	PROJECT Name
----------	--------------

PROJECTS funded by the program are not complete until the PROJECT SCOPE is complete, and the PROJECT is open to the public. PROJECTS will:

- Be entirely funded by the GRANT, *or*
- Require funds in excess of the GRANT.

If the PROJECT requires funds in excess of the GRANT, the SCOPE of the PROJECT may be either the SCOPE of the larger project, or a subset of the larger project.

For example, if the PROJECT is \$100,000 towards construction of a \$500,000 park, the SCOPE can be the \$500,000 park, or a \$100,000 element of the park, such as a playground, that can be complete and open to the public.

- ☐ The PROJECT will be entirely funded by the GRANT, *or*
- ☐ The PROJECT requires funds in excess of the GRANT:
- ☐ The SCOPE is the same as the scope of the larger project, *or*
 - ☐ The SCOPE is a subset of a larger project, the scope of that larger project is:

Larger project cost: \$

Anticipated completion date:

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	Date Committed	Amount
Per Capita/State of California	July 1, 2018	\$
		\$
		\$

I represent and warrant that I have full authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned GRANT is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CEQA Compliance Certification

GRANTEE:

Project Name:

Project Address:

Is CEQA complete? ☐Yes ☐No Is completing CEQA a PROJECT SCOPE item? ☐Yes ☐No

What document was filed, or is expected to be filed for this project's CEQA analysis:

Date complete/expected to be completed

- ☐ Notice of Exemption (attach recorded copy if filed)
☐ Notice of Determination (attach recorded copy if filed)
☐ Other:

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information	
Agency Name:	
Contact Person:	
Mailing Address:	
Phone: ()	Email:

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

FOR OGALS USE ONLY

CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

Land Tenure

The purpose of the land tenure requirement is to verify that the GRANTEE has sufficient legal rights to the property to fulfill the terms of the contract.

- PROJECT amounts up to \$100,000 require at least 20 years of land tenure at the site to be acquired or developed.
- PROJECT amounts greater than \$100,000 require at least 30 years of land tenure at the site to be acquired or developed.
- The 20- or 30-year land tenure requirement begins on July 1, 2018.
- The GRANTEE remains responsible for fulfillment of the terms of the contract, even if the GRANTEE'S land tenure agreement changes within the contract PERFORMANCE PERIOD.

Land Tenure Ownership Documentation

If the GRANTEE owns the PROJECT site in fee simple, provide one of the following:

- Deed or deed recordation number, or
- Title report, or
- Tract map or assessor's map with owner's name

Land Tenure Non-Ownership Documentation

If the GRANTEE does not own the PROJECT site in fee simple, provide:

- Land Tenure Agreement Checklist (page 22)
- Signed land tenure agreement

If the grantee does not own the project site in fee simple, and the existing land tenure agreement does not meet the requirements in the Land Tenure Checklist, provide

- Land Tenure Agreement Checklist (page 22)
- Signed land tenure agreement
- An explanation as to how the existing land tenure agreement adequately protects the State's interest. OGALS will review and determine if the land tenure is sufficient.

Land Tenure Agreement Checklist

If the GRANTEE does not own the land in fee simple, complete this checklist. Attach a copy of the signed land tenure agreement. Identify the page numbers where the required items can be found in the land tenure agreement and highlight the provisions in the agreement where the information is located. *All items are required.*

Land Tenure Checklist

GRANTEE:		PROJECT Name
<input checked="" type="checkbox"/>	Page	Required Item
<input type="checkbox"/>		Type of agreement: For example: lease, joint powers agreement, easement, memorandum of understanding, etc. <hr/>
<input type="checkbox"/>		Parties to the agreement (land owner must be public agency or utility) and date signed: <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Party <hr/> <hr/> <hr/> </div> <div style="width: 35%;"> Date Signed <hr/> <hr/> <hr/> </div> </div>
<input type="checkbox"/>		Term of the agreement: ____ years
<input type="checkbox"/>		Agreement end date: _____ <ul style="list-style-type: none"> Grant amounts up to \$100,000 require at least 20 years of land tenure. Grant amounts above \$100,000 require at least 30 years of land tenure. The land tenure requirement begins on July 1, 2018.
<input type="checkbox"/>		Renewal option: Must include an option, which can be non-binding, for the GRANTEE to renew the agreement beyond the original 20 or 30 year term.
<input type="checkbox"/>		Termination clause: Any of the following is acceptable: <ul style="list-style-type: none"> No termination clause – the agreement is non-revocable. Termination clause specifies the agreement is revocable only for cause. The termination clause cannot allow the land owner to revoke the agreement without cause, i.e., at will.
<input type="checkbox"/>		Site Control, Roles and Responsibilities should the GRANT be awarded, the agreement: <ul style="list-style-type: none"> Authorizes the GRANTEE to <i>proceed with the construction</i> PROJECT. The GRANTEE may delegate construction to other entities. Establishes <i>when the general public can use</i> the PROJECT and gives GRANTEE <i>permission to operate</i> the PROJECT site (such as scheduling recreational programs). The GRANTEE may delegate operational roles to other entities but is bound through the contract provisions to ensure full public access for the duration of the land tenure period. Identifies which entity will <i>maintain</i> the PROJECT site. The GRANTEE may delegate maintenance to other entities but is bound through the contract provisions to ensure maintenance of the PROJECT site for the duration of the land tenure period.

Site Plan

Provide a drawing showing where all the items listed in the project scope/Cost Estimate Form will be located. To ensure that any building use meets the requirements of the program, include the function and approximate square footage of each room within buildings that are part of the scope, and the approximate total square footage of the buildings. It does not need to be a detailed engineering rendering.

Sub-leases or Agreements

Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting PROJECT property or its operation and maintenance.

Photos

Provide photos that will establish a “before” comparison for the site to be improved.

Greenhouse Gas Emissions Reduction and Carbon Sequestration.³

If your PROJECT involves tree planting, follow the instructions below and submit with the PROJECT COMPLETION PACKET.

Before getting started, gather the following PROJECT information:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (if applicable)
- Information on the age and climate control of any nearby buildings (if applicable)
- Information about the tree’s growing conditions

Getting started:

1. Navigate to the [i-Tree site](https://planting.itreetools.org) at <https://planting.itreetools.org> and select the tab for a new project.
2. On the Location map, select your state, county and city, and then click Next.
3. Configure the project parameters⁴:
 - “Electricity emissions factor” enter 285 and select kilograms
 - “Fuel emissions factor” enter 53.1 and select kilograms
 - “Years for the project” is the age of the trees 40 years from when they are planted. So, if the trees will be four years old at the time of planting, enter 44.
 - “Tree mortality” enter 0
4. Tree Planting Configurations
 - Enter the tree groups for the project; create a new group for each new species or for each new location.
 - Species – select the species; add multiple species by creating new groups.

³ PRC §80001(b)(7)

⁴ Project parameters are from the California Air Resources Board’s “Quantification Methodology for the California Natural Resources Agency Urban Greening Grant Program.”

- DBH – tree diameter four feet above the ground at time of planting.
- Distance to nearest tree – select from drop down menu
- Tree is (north, south, east or west) of Building – select the direction the tree is located to the nearest climate-controlled building.
- Climate controls – select the type of climate controls the nearby building has installed. If a tree is more than 60 feet away from a climate-controlled building, select “none.”
- Condition – select the overall health of the trees at the time of planting.
- Exposure to sunlight – select the amount of sun that reaches the tree, based on its surroundings.
- Number of trees – enter the number of trees that are the same species and the same characteristics (e.g. distance to building, location in respect to building, exposure to sunlight, etc.) If some of these characteristics change, multiple lines of the same species should be input into the tool.

Once all the groups are entered, click next

5. Print the report in landscape mode, and submit it to OGALS.

Special Requirements

- Status Reports (page 26)
- Bond Act Sign (page 28)
- Deed Restriction (page 29)

Status Report

OGALS will send a Status Report every six months until receipt of a PROJECT COMPLETION PACKET. Payment requests will not be processed if Status Reports are overdue. See sample on following page.

Sample Status Report – Due xx/xx/20xx (30 days from mail date)

Grantee:

Project Number:

Project Name:

Project Scope:

Project Phase: ☐ Pre-Construction/Pre-Acquisition ☐ Acquisition and/or Construction

When will you submit your next payment request?

For how much?

Estimated date of project completion:

Potential obstacles affecting completion:

Is the project: On Time? yes/no Within Budget? yes/no Within Scope? yes/no If no, explain:

Describe grant-funded work completed since last status report submitted on (DATE):

Are CCC or certified local corps working on this project? Yes/No

Provide photos showing work completed since (DATE)

Describe grant-funded work expected to be completed by (MailDate + 6 mos)

If there have been any changes to the proposed funding for this project, attach a revised Funding Sources Form.

Provide information on payments to be submitted over the next three years:

Between 7/1/20 and 6/30/21	Between 7/1/21 and 12/31/21	Between 1/1/22 and 6/30/22	Between 7/1/22 and 12/30/22	Between 1/1/23 and 6/30/23	Between 7/1/23 and 12/30/23	After 1/1/24
\$	\$	\$	\$	\$	\$	\$

The purpose of this data is to help the State estimate borrowing needs; you will not be held to these estimates.

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

(*Certification to above information requires a signature by a person authorized in the resolution)

Bond Act Sign

A sign acknowledging the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 as the funding source for the project must be installed during construction and at completion (PRC §80001(b)(3)). If appropriate, the same sign can be used during construction and completion.

Sign requirements

The sign must be available during construction, at the final inspection of the PROJECT, and remain in place for a minimum of four (4) years from date of PROJECT completion. There is no minimum or maximum size other than the minimum size for the logo, as long as the sign contains the required wording.

Sign Language

All signs must contain the following language:

GAVIN NEWSOM, GOVERNOR

Wade Crowfoot, Secretary for Natural Resources

Lisa Ann L. Mangat, Director, California Department of Parks and Recreation

Use the names of the current officials. The name of the director of the local agency or other governing body may be added. The sign may also include names (and/or logos) of other partners, organizations, individuals and elected representatives.

Logo

All signs must display the Parks and Water Bond Act logo (shown on the cover of this guide). Display the logo to maximize visibility and durability. [Download the logo](http://resources.ca.gov/grants/logo-art/) at <http://resources.ca.gov/grants/logo-art/>. Each edge of the logo must be a minimum of 24" x 24". Exceptions may be approved, when appropriate, at OGALS' discretion.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti.

Sign Cost

The cost of the sign(s) is an eligible PROJECT cost. Permanent signage is encouraged.

Appropriateness of Signs

For projects where the required sign may be out of place or affected by local sign ordinances, OGALS may authorize a sign that is more appropriate to the project.

State Approval

GRANTEE shall submit the proposed number, locations, size, and language of signs for preliminary review. Final payments will not be processed until post completion signage has been approved and installed.

Deed Restriction

The Deed Restriction restricts the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the CONTRACT PERFORMANCE PERIOD.

If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments. If the GRANTEE is acquiring land, a deed restriction is required before the PROJECT is complete.

A Deed Restriction *is not required* if the GRANTEE does not own the PROJECT land, such as where the GRANTEE is improving property it has access to under a lease agreement.

Deed Restriction Instructions

1. The GRANTEE must own the PROJECT land and have an encumbered contract for the GRANT amount.
2. The PROJECT OFFICER will send the Deed Restriction to the GRANTEE. *Do not alter the Deed Restriction.* The GRANTEE takes the following steps:
 1. Add ownership information to **Paragraph I of the Deed Restriction:** [formal name of GRANTEE] *Insert ownership information as it appears on the deed.*
 2. *Create 3 copies (GRANTEE copy, OGALS copy and recorder's copy) of the Deed restriction and the required attachments:*
 - (1) Exhibit A: Label this attachment "Exhibit A (Legal Description of Property)." Include a formal legal description of every parcel of property to which grant funds will be used for the development and/or acquisition thereof. This information can be obtained from the grant deed or title policy. (The assessor's parcel number or a street address is NOT a valid legal description.) and,
 - (2) Exhibit B: Label this attachment "Exhibit B (Grant Contract)" and include a complete copy of the Grant Contract and provisions signed by the AUTHORIZED REPRESENTATIVE and the State of California.
3. *Notarize it:* Take the following documents to a notary. OGALS recommends submitting these documents to the OGALS PROJECT OFFICER for review prior to notarizing.
 - Unsigned and undated Deed Restriction
 - Exhibit A (Legal Description of Property)
 - Exhibit B (Grant Contract)

The AUTHORIZED REPRESENTATIVE dates and signs the Deed Restriction signature page in the presence of a notary. The notary will complete a Notary Acknowledgement (Civil Code §1189).
4. *Record it:* Take the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.
5. *Send it:* Send a copy of the notarized and recorded documents bulleted above to the OGALS PROJECT OFFICER.

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: [Project Officer]

DEED RESTRICTION

I. WHEREAS, insert ownership information as it appears on the deed (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program for improvements on the Property; and

IV. WHEREAS, on (enter date), DPR's Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as "Grant") for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Per Capita Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction requirement of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 20xx to June 30, 20xx (20 years) or June 30, 20xx (30 years).

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to

enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding such breach, or any subsequent breach.

SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

Business Name (if property is owned by a business):

Additional signature, if required Date

Print Name and Title

Grant Payments

Payments may be requested after a PROJECT is approved and the contract is encumbered. Payment requests are processed through the State Controller's Office and mailed to the GRANTEE approximately six to eight weeks from the date OGALS approves the request.

Payment Rules

1. A Grant Expenditure Form (see page 35) is required with all reimbursement and final payment requests.
2. Payment requests prior to groundbreaking are limited to 25% of the PROJECT amount.
3. Payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final reimbursement.
4. A deed restriction is required prior to processing any reimbursement payments except an acquisition ADVANCE.
5. Group costs together to avoid frequent payment requests. Reimbursement requests greater than \$10,000 are encouraged.
6. For PROJECTS where match is required, GRANTEES must show eligible costs equal to 125% of the requested reimbursement amount (see page 13).
7. Complete CEQA prior to requesting any construction reimbursement.
8. Provide a sample timesheet to the PROJECT OFFICER *prior to* incurring any IN-HOUSE EMPLOYEE SERVICES costs, and if claiming IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet with each reimbursement payment request.
9. Provide a summary list of bidders, recommendation by reviewer of bidders, awarding by governing body and contract agreement to the PROJECT OFFICER *prior to requesting reimbursement* for costs on contracts requiring a bid process.
10. Provide construction progress photos, including a photo with the construction sign visible on the PROJECT site (see page 28), with all construction payment requests.
11. OGALS may withhold payment if the GRANTEE has outstanding issues, such as:
 - breach of any other contract with OGALS
 - an unresolved audit exception
 - an outstanding conversion
 - park sites closed or inadequately maintained
 - overdue Project Status Reports
 - other unmet grant requirements

Payment Request Form Instructions

- All payment request types (reimbursement, final, ADVANCE) require this form.
- Payment requests may be submitted by e-mail to the PROJECT OFFICER.
- Round all amounts to the nearest whole dollar.
- A Grant Expenditure Form (see page 35) is required with all reimbursement and final payment requests.
- Complete the Payment Request Form as follows:
 1. PROJECT Number - Number assigned by OGALS when this PROJECT was approved.
 2. Contract Number - As shown in Certification of Funding section of the contract
 3. APPLICANT - GRANTEE name as shown on the contract
 4. PROJECT Title - Name of the PROJECT as shown in the Application
 5. Type of Payment – check appropriate box on form
 6. Payment Information – always round to the nearest dollar.
 7. Send Warrant To - AGENCY name, address and contact person
 8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution

Payment Request Form

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER	2. CONTRACT NUMBER
3. APPLICANT	
4. PROJECT NAME	
5. TYPE OF PAYMENT	
<input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final	

6. PAYMENT INFORMATION <i>(Round all figures to the nearest dollar)</i>	
a. Grant Project Amount	\$
b. Funds Received To Date	\$
c. Available (a. minus b.)	\$
d. Amount Of This Request	\$ <input style="width: 150px;" type="text"/>
e. Remaining Funds After This Payment (c. minus d.)	\$

7. SEND WARRANT TO:
AGENCY NAME
STREET ADDRESS
CITY/STATE/ZIP CODE

8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION		
<i>I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.</i>		
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION	TITLE	DATE
▶		

FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY	
PAYMENT APPROVAL SIGNATURE	DATE
▶	

Grant Expenditure Form

All payment requests require a summary of costs incurred. An electronic version of the [grant expenditure form](http://www.parks.ca.gov/grants) is available at www.parks.ca.gov/grants. GRANTEES may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS on request. Only provide the following information to OGALS:

PROJECT Number:

Warrant/ Check #(1)	Date(2)	Recipient(3)	Purpose(4)	Pre-Construction Amount(5)	Construction Amount(6)
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PRE-CONSTRUCTION Subtotal (5)	\$
Construction Subtotal (6)	\$
Grand Total (5) + (6)	\$

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Electronic payment numbers/electronic funds transfer numbers in the "Warrant/Check Number" column are acceptable. Include an "EP" next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE'S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked, and a sample timesheet.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity providing services and/or materials.

Column (4) SCOPE item related to the expenditure and a brief description, such as "playground design," "community center permits," "walkway materials," "sports field construction."

Column (5) PRE-CONSTRUCTION costs eligible for up to 25% of the GRANT.

Column (6) DEVELOPMENT costs eligible for up to 100% of GRANT.

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31st of the year the contract expires.

GRANTEES are encouraged to submit documents digitally, as .pdf files. E-mail the documents to the PROJECT OFFICER as separate digital files, labeled as the document item. GRANTEES should follow up with PROJECT OFFICER to confirm documents were received.

The final payment (not less than 20% of the PROJECT amount) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET (page 37).
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

To request the final payment and complete the PROJECT, the GRANTEE must submit the following documents:

1. Payment Request Form (page 35)
2. Grant Expenditure Form (page 35)
3. Final Funding Sources Form (page 20)
4. GHG Emissions Reduction Worksheet (page 24)
5. PROJECT COMPLETION Certification Form (page 38)
6. Photo of the bond act sign and location (page 28)
7. Recorded Deed Restriction, if not already provided (page 29)
8. Completed CEQA, if not already provided (page 21)
9. Notice of Completion (optional)⁵
10. Audit checklist with items checked that GRANTEE will retain for five years following receipt of final payment (page 50)

For acquisition PROJECTS, the GRANTEE must submit these additional documents:

1. A copy of the recorded deed to the property
2. A map sufficient to verify the description of the property including parcel numbers and acreage
3. Copy of title insurance policy
4. Copy of title report

⁵ OGALS recommends that the GRANTEE file a Notice of Completion with the County Recorder pursuant to State of California Civil Code §3093. Filing the Notice of Completion is not a PROJECT COMPLETION requirement.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Project Completion Certification Form

Grantee:

Project Number:

Grantee contact for audit purposes

Name:

Address:

Phone: ()

Email:

Project completion – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on advanced funds: \$

Interest spent on eligible costs: \$

Was a Notice of Completion filed with the County Recorder or other appropriate entity?
Yes / No

Certification:

I hereby certify that all Grant funds were expended on the above-named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Advance Payments

- OGALS reserves the right to disapprove ADVANCE payment requests.
- Past performance, GRANTEE capacity, and the GRANTEE's financial resources will all be considered before issuing an ADVANCE.
- *GRANTEES that are unable to finance a considerable portion of their PROJECTS are encouraged to seek an allocation transfer (page 54).*
- ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months.
- ADVANCE funds must be placed in an interest-bearing account. Any interest earned on those funds *must* be spent within six months of receipt.
- The sum of DEVELOPMENT ADVANCES cannot exceed 50% of the PROJECT amount.

Pre-Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	Preconstruction estimate shown on Development Project SCOPE/Cost Estimate Form	After the contract has been encumbered	<ul style="list-style-type: none">• Payment Request Form• ADVANCE justification (see below)• Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	No more than 50% of the grant amount.	After the contract has been encumbered, and construction will commence during the next six months	<ul style="list-style-type: none">• Payment Request Form• ADVANCE justification (see below)• Bid documents (see page 33, number 9)• Copy of signed contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule• Filed NOD or NOE (page Error! Bookmark not defined.)• Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Advance Justification

Provide the following information:

- Explanation as to why an ADVANCE is needed instead of a reimbursement. Describe any hardships the GRANTEE will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE SERVICES or name of contractor). The six-month period should begin six to eight weeks after payment request is submitted.

- A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the PROJECT exceeding the 50% ADVANCE limit.
- A statement indicating the GRANTEE will put the advanced funds into a separate, interest bearing account, and spend any interest earned on the PROJECT.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

Clearing the Advance

ADVANCES must be cleared with six months of receipt, or earlier. ADVANCES should be cleared incrementally, that is, as costs are incurred.

An ADVANCE is cleared as follows:

- Submit a grant expenditure form (see page 35) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest* (or 125% of the ADVANCE amount if match is required).
- Submit photos of construction completed and the construction sign (see page 28) with the ADVANCE funds (for construction ADVANCES).
- Return the balance of unspent GRANT funds to OGALS no later than thirty days after the end of the six-month ADVANCE period.
- OGALS will then return the GRANT funds to the contract balance. OGALS cannot return interest to the contract balance.

Subsequent Payments

ADVANCE payments must be cleared before *any* payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
2. A statement in the letter that the majority of ADVANCED funds has been cleared.
3. A payment schedule with month by month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Acquisition Advance into Escrow

Payment Type	When to Request	Documents to Send
ADVANCES up to 100% of the GRANT and MATCH amounts	After the contract is encumbered and escrow is open	See following instructions 1. Escrow letter 2. Title report cover page 3. Payment request form

The following items are required to request an ADVANCE payment into escrow:

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE's AUTHORIZED REPRESENTATIVE:

- a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
 - b) Copy of the property appraisal and written concurrence (page 14).
 - c) GRANT contract number and amount of GRANT funds requested.
 - d) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the PROJECT SCOPE and fulfillment of the contract provisions."
 - e) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.
3. Payment Request Form. The "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person (see page 35).

After approval by OGALS, the payment will be mailed by the State Controller's Office to the designated escrow company within approximately 30 working days.

Returning Unexpended Advanced Funds for Acquisition

If all or a portion of GRANT funds ADVANCED to the title or escrow company are not expended, the unused portion of the ADVANCED funds must be returned to OGALS within 60 days after completion of the acquisitions), within 60 days of the acquisition withdrawal, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, *whichever is earliest*.

Per Capita Contract



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Sample Grant Contract Per Capita Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)				
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION		
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER		
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	Funding Source	OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
SIGNATURE OF ACCOUNTING OFFICER			DATE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after

STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Procedural Guide

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

N. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

O. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Accounting and Audits

Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, timecards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEE SERVICES)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

State Audit

Grants are subject to audit by DPR. All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by DPR.
- An employee having knowledge of the PROJECT and its records to assist the DPR auditor.

Record Keeping Recommendation

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of GRANT funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

CONTRACTS

- ☐ Summary list of bidders (including individual bid packages)
- ☐ Recommendation by reviewer of bids
- ☐ Award by governing body (minutes of the meeting/resolution)
- ☐ Construction contract agreement
- ☐ Contract bonds (bid, performance, payment)
- ☐ Contract change orders
- ☐ Contractor's progress billings
- ☐ Payments to contractor (cancelled checks/warrants, bank statements, EFT receipts**)
- ☐ Stop Notices (filed by sub-contractors and release if applicable)
- ☐ Liquidated damages (claimed against the contractor)
- ☐ Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- ☐ Authorization/work order identifying project
- ☐ Daily time sheets signed by employee and supervisor
- ☐ Hourly rate (salary schedules/payroll register)
- ☐ Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- ☐ Authorization/work order
- ☐ Daily time records identifying the project site
- ☐ Hourly rate related backup documents

MINOR CONTRACTS/ MATERIALS/ SERVICES/EQUIPMENT RENTALS

- ☐ Purchase orders/Contracts/Service Agreements
- ☐ Invoices
- ☐ Payments (cancelled checks/ warrants, bank statements and EFT receipts **)

ACQUISITION

- ☐ Appraisal Report
 - ☐ Did the owner accompany the appraiser?
 - ☐ 10 year history
- ☐ Statement of just compensation (signed by seller)
- ☐ Statement of difference (if purchased above appraisal)
- ☐ Waiver of just compensation (if purchased below appraisal: signed by seller)
- ☐ Final Escrow Closing Statement
- ☐ Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- ☐ GRANT deed (vested to the participant) or final order of condemnation
- ☐ Title insurance policy (issued to participant)
- ☐ Relocation documents
- ☐ Income (rental, grazing, sale of improvements, etc.)

INTEREST

- ☐ Schedule of interest earned on State funds advanced (Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.)

AGREEMENT/CONTRACTS

- ☐ Leases, agreements, etc., pertaining to developed/acquired property
- ☐ Proof of insurance pertaining to developed/acquired property

** Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.*

*** Front and back if copied.*

References

Public Resources Code relating to the Proposition 68 Per Capita program

80000.

This division shall be known, and may be cited, as the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.

80001.

(b) It is the intent of the people of California that all of the following shall occur in the implementation of this division:

- (3) To the extent practicable, a project that receives moneys pursuant to this division will include signage informing the public that the project received funds from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.
- (5) To the extent practicable, a project that receives moneys pursuant to this division will provide workforce education and training, contractor, and job opportunities for disadvantaged communities.
- (7) To the extent practicable, administering entities should measure or require measurement of greenhouse gas emissions reductions and carbon sequestrations associated with projects that receive moneys pursuant to this division.
- (8) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the public agencies that receive funds pursuant to this division will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.

80002.

- (d) "Department" means the Department of Parks and Recreation.
- (n) "Severely disadvantaged community" means a community with a median household income less than 60 percent of the statewide average.

80020.

Moneys allocated pursuant to this division shall not be used to fulfill any mitigation requirements imposed by law.

CHAPTER 3.**80060.**

For purposes of this chapter, "district" means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, "district" also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

80061.

- (a) The sum of two hundred million dollars (\$200,000,000) shall be available to the department, upon appropriation by the Legislature, for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients shall be encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.
- (b) The sum of fifteen million dollars (\$15,000,000) shall be available to the department, upon appropriation by the Legislature, for grants to cities and districts in urbanized counties providing park and recreation services within jurisdictions of 200,000 or less in population. For purposes of this subdivision, "urbanized county" means a county with a population of 500,000 or more. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under subdivision (a).
- (c) Unless the project has been identified as serving a severely disadvantaged community, an entity that receives an award pursuant to this section shall be required to provide a match of 20 percent as a local share.

80062.

- (a)(1) The department shall allocate 60 percent of the funds available pursuant to subdivision (a) of Section 80061 to cities and districts, other than a regional park district, regional park and open-space district, open-space authority, or regional open-space district. Each city's and district's allocation shall be in the same ratio as the city's or district's population is to the combined total of the state's population that is included in incorporated and unincorporated areas within the county, except that each city or district shall be entitled to a minimum allocation of two hundred thousand dollars (\$200,000). If the boundary of a city overlaps the boundary of a district, the population in the overlapping area shall be attributed to each jurisdiction in proportion to the extent to which each operates and manages parks and recreational areas and facilities for that population. If the boundary of a city overlaps the boundary of a district, and in the area of overlap the city does not operate and manage parks and recreational areas and facilities, all grant funds for that area shall be allocated to the district.

- (2) On or before April 1, 2020, a city and a district that are subject to paragraph (1), and whose boundaries overlap, shall collaboratively develop and submit to the department a specific plan for allocating the grant funds in accordance with the formula specified in paragraph (1). If, by that date, the plan has not been developed and submitted to the department, the director shall determine the allocation of the grant funds between the affected jurisdictions.
- (b)(1) The department shall allocate 40 percent of the funds available pursuant to subdivision (a) of §80061 to counties and regional park districts, regional park and open-space districts, open-space authorities formed pursuant to Division 26 (commencing with §35100), and regional open-space districts formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5.
- (2) Each county's allocation under paragraph (1) shall be in the same ratio that the county's population is to the total state population, except that each county shall be entitled to a minimum allocation of four hundred thousand dollars (\$400,000).
- (3) In any county that embraces all or part of the territory of a regional park district, regional park and open-space district, open-space authority, or regional open-space district, and whose board of directors is not the county board of supervisors, the amount allocated to the county shall be apportioned between that district and the county in proportion to the population of the county that is included within the territory of the district and the population of the county that is outside the territory of the district.
- (c) For the purpose of making the calculations required by this section, population shall be determined by the department, in cooperation with the Department of Finance, on the basis of the most recent verifiable census data and other verifiable population data that the department may require to be furnished by the applicant city, county, or district.
- (d) The Legislature intends all recipients of funds pursuant to subdivision (a) of §80061 to use those funds to supplement local revenues in existence on the effective date of the act adding this division. To receive an allocation pursuant to subdivision (a) of §80061, the recipient shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. For purposes of this subdivision, the Controller may request fiscal data from recipients for the preceding three fiscal years. Each recipient shall furnish the data to the Controller no later than 120 days after receiving the request from the Controller.

80063.

- (a) The director of the department shall prepare and adopt criteria and procedures for evaluating applications for grants allocated pursuant to subdivision (a) of §80061. The application shall be accompanied by certification that the project is consistent with the park and recreation element of the applicable city or county general plan or the district park recreation plan, as the case may be.
- (b) To utilize available grant funds as effectively as possible, overlapping and adjoining jurisdictions and applicants with similar objectives are encouraged to combine projects and submit a joint application. A recipient may allocate all or a portion of its per capita share for a regional or state project.

Allocation Tables

Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for allocations.

Allocation Transfer

Entities that receive an allocation under the Per Capita program may transfer all or part of that allocation to another eligible entity, provided that the following requirements are met:

1. All required documentation must be submitted no later than six months from the end of the encumbrance period.
2. The transferring agency must submit a resolution authorizing the transfer of the allocation. The resolution must name the recipient entity and the transferred amount.⁶
3. The recipient must be eligible to receive Per Capita funds.
4. The recipient must have submitted the authorizing resolution shown on page 7.
5. The recipient must submit a resolution authorizing the receipt of funds; the resolution must state the donor and the transferred amount.

⁶ Please contact OGALS for sample transfer and recipient resolutions.

Definitions

Capitalized words and terms used in this guide are defined below.

ADVANCE – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

APPLICATION PACKET – the Application form and its required attachments described in the Application Checklist and Directions beginning on page 10.

AUTHORIZED REPRESENTATIVE – the GRANTEE’s designated position authorized in the Resolution to sign all required GRANT documents.

CEQA – the California Environmental Quality Act established policies and procedures requiring GRANTEES to identify, disclose to decision makers and the public, and attempt to lessen, significant impacts to environmental and historical resources that may occur as a result of the GRANTEE’s proposed PROJECT. (Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.)

CONSTRUCTION COSTS – costs incurred starting with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONTRACT PERFORMANCE PERIOD – the amount of time stated on the contract agreement, specifying the performance of the contractual grant obligations between the GRANTEE and DPR.

DEVELOPMENT – construction, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

GRANT – funds made available to a GRANTEE for completion of the PROJECT SCOPE(s) during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a fully executed contract with DPR.

GRANT PERFORMANCE PERIOD – period of time that eligible costs may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed contract.

IN-HOUSE EMPLOYEE SERVICES – use of the GRANTEE’s employees working on the PROJECT SCOPE.

OGALS – DPR’s Office of Grants and Local Services.

PRE-CONSTRUCTION COSTS – costs incurred within the GRANT PERFORMANCE PERIOD for the planning, design, and permit phase of the PROJECT before construction can begin.

PROJECT – the SCOPE as described in the APPLICATION PACKET to be completed with GRANT funds.

PROJECT COMPLETION – when the PROJECT is complete and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents listed on page 37 that are required in order to request final payment following PROJECT COMPLETION.

PROJECT OFFICER – an OGALS employee, who acts as a liaison with GRANTEES and administers GRANT funds, facilitates compliance with the Procedural Guide, and the GRANT contract.

SCOPE – the acquisition, recreation features, and major support amenities described in the APPLICATION PACKET that must be completed prior to final GRANT payment.

TOTAL PROJECT COST – the combined dollar amount of all funding sources used to complete the acquisition, or recreation features and major support amenities described in the APPLICATION PACKET.

Agenda Item

#4

DATE: June 11, 2020

TO: Ione City Council

FROM: Jon G. Hanken, City Manager

SUBJECT: Resolution No. 2020-33: A Resolution of the City Council of the City of Ione Extending the FY'19/20 Final Budget to October 6, 2020

RECOMMENDED ACTION: Council is being asked to adopt Resolution No. 2020-33: A Resolution of the City Council of the City of Ione Extending the FY'19/20 Final Budget to October 6, 2020.

Motion: _____/_____.

FISCAL IMPACT: Adopting resolution will allow the city to operate into the new fiscal year.

BACKGROUND: The Fiscal Year 20/21 municipal budget will not be available to adopt by August 18th as staff had originally planned. Two factors that contributes to this delay. The first was the difficulty in switching from our old financial software to our new financial software. The Finance Department is still waiting for information from Caselle. The second is related to economic shutdown caused the COVID-19 pandemic.

Staff is now projecting the budget will be ready to be presented to Council for adoption at the October 6th meeting. Once the budget is adopted, Council should anticipate ongoing amendments that will result from the economic uncertainty associated with COVID recovery or relapse.

Attachments: Resolution No. 2020-33: A Resolution of the City Council of the City of Ione Extending the FY'19/20 Final Budget to October 6, 2020

RESOLUTION NO. 2020-33

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF IONE
EXTENDING THE FY'19/20 FINAL BUDGET TO OCTOBER 6, 2020**

WHEREAS, the City of Ione previously adopted its Final Budget for FY 19/20 on August 20, 2019; and

WHEREAS, the City of Ione is anticipating passing a Final Budget for FY 20/21 on or about October 6, 2020; and

WHEREAS, the City of Ione will advertise a notice of the public hearing on the proposed FY20/21 City Budget in the Ledger Dispatch Newspaper.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Ione does hereby extend the FY 19/20 Final Budget to October 6, 2020 attached hereto and incorporated herein by reference.

DULY PASSED AND ADOPTED this 18th day of August, 2020, by the City Council of the City of Ione by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Diane Wratten, Mayor
City of Ione

ATTEST:

Janice Traverso
City Clerk