





**CITY OF IONE**  
**TRANSMITTAL LETTER/PROJECT ROUTING SHEET**

**DATE:**

**FROM:** City of Ione Planning Department

**TO:**

**City Departments**

- City Administrator
- Chief of Police
- City Attorney
- Building Inspector
- City Engineer\*
- Public Utilities – Sewer\*
- Fire Chief\*

**Amador County**

- Planning Department\*
- Public Works\*
- Transportation Commission\*

*\* full size maps provided*

**State Agencies**

- CRWQCB\*
- CALTRANS\*
- Dept. of Conservation
- Dept. of Fish & Game\*
- Other

**Other Agencies**

- Amador Water Agency\*
- Amador Regional Sewer Agency
- PG&E\*
- SBC
- Amador County Air Pollution Control District
- Postmaster
- Amador Unified School District

**Other**

Please be advised that the following project has been submitted to the City of Ione Planning Department. This item is being forwarded to your office for review and comment. Please provide any comments or concerns regarding this matter in writing by \_\_\_\_\_. If your response is not received by this date, it will be presumed that your agency has “no comment.” If you require additional time or information to complete your review, please contact me at your earliest convenience.

**PROJECT APPLICATION**

Application Title:

Application File Number:

Assessor's Parcel  
Number(s):

Property Address/Location:

Project Description:

Sincerely,

**City of Ione**

Christopher Jordan, City Planner  
#1 Main Street, P.O. Box 398  
Ione CA 95640  
(209) 274-2412

Comments are:  Attached  No comment

\_\_\_\_\_  
Signature, Date

\_\_\_\_\_  
Print Name and Title

Enclosure(s)



**CITY OF IONE**  
**PLANNING PROJECT FEE SHEET / FEE CARD**

**DATE:**  
**TO:** Finance Department  
**FROM:** Planning Department

Please be advised that the following project has been submitted to the City of Ione Planning Department. The information below summarizes the necessary information for billing for this project. Should you have any questions, please contact me.

**PROJECT APPLICATION**

Application Title:

Application File Number:

Assessor's Parcel  
Number(s):

Property Address/Location:

Applicant (send bills to):

Applicant Phone:

Applicant Email:

Entitlement:

Deposit Amount:                   \$                   City Receipt #:

PMC Billing Number:               98036-1/

WG Billing Number:



**CITY OF IONE**  
**CITY STAFF PROJECT PROCESSING TIME CARD AND**  
**INCIDENTAL COSTS EXPENSE REPORT**

**DATE:** \_\_\_\_\_  
**TO:** Finance Department  
**FROM:** \_\_\_\_\_

Please reflect the following time and costs with the project identified below.

**PROJECT INFORMATION**

Application Title: \_\_\_\_\_  
 Application File Number: \_\_\_\_\_  
 Project Type:  Planning Application  
 Grading/Improvement Permit Application  
 Final Map/Parcel Map Application  
 Building Permit Application

**STAFF TIME**

Date	Description/Task	Hours	Rate	Total
<b>Staff Time Sub Total:</b>				\$0.00

**INCIDENTAL COSTS\***

Date	Description/Task	Hours	Rate	Total
<b>Incidental Costs Sub Total:</b>				\$0.00

Approval by project's managing department:

\_\_\_\_\_

<b>Staff Time Sub Total:</b>	\$0.00
<b>Incidental Costs Sub Total:</b>	\$0.00
<b>TOTAL:</b>	<b>\$0.00</b>

\* When available, receipts must be attached. In the case of public hearing notice mailing, a copy of the notice and a list of the addresses must be attached.





**City of Ione  
Impact Fee Calculation Worksheet**

Project Title: \_\_\_\_\_

Building Permit Number: \_\_\_\_\_ Development Agreement: Y / N

**Project Description**

*New Dwelling Units*

Single Family: \_\_\_\_\_ Multiple Family: \_\_\_\_\_ **TOTAL:** \_\_\_\_\_ Sq Ft: \_\_\_\_\_

*New Non Residential Sq Ft*

Commercial: \_\_\_\_\_ Office: \_\_\_\_\_ Industrial: \_\_\_\_\_ **TOTAL:** \_\_\_\_\_

<b>Residential Rates</b>				
<b>Description</b>	<b>Rate - Citywide</b>	<b>Rate per DA*</b>	<b>Units</b>	<b>Total</b>
Transportation – Local	\$3,074 /du			
Transportation – Regional	\$3,059 /du			
Fire Service	\$1,302 /du			
Police Service	\$1,263 /du			
Parks and Recreation	\$3,284 /du			
Sewer Connection	See Sewer Worksheet			
City Admin Fee	\$1,056 /du			
General Plan Services	\$0.22 /sf			
School Fee – General	\$2.97 /sf			
School Fee – Sr. Dev.	\$0.42 /sf			
<b>RESIDENTIAL SUBTOTAL</b>				<b>\$</b>

<b>Commercial Rates</b>				
<b>Description</b>	<b>Rate - Citywide</b>	<b>Rate per DA*</b>	<b>Units</b>	<b>Total</b>
Transportation – Local	\$612 /sf			
Transportation – Regional	\$419 /sf			
Fire Service	\$12,760 /ac			
Police Service	\$12,377 /ac			
Parks and Recreation	\$32,183 /ac			
Sewer Connection	See Sewer Worksheet			
City Admin Fee	\$10,349 /ac			
General Plan Services	\$0.22 /sf			
School Fee – General	\$0.47 /sf			
School Fee – Lodging	\$0.42 /sf			
School Fee – Self Storage	\$0.22 /sf			
<b>COMMERCIAL SUBTOTAL</b>				<b>\$</b>

**Approved as to cost**

Finance Director \_\_\_\_\_  
Building Official \_\_\_\_\_

<b>Residential Subtotal</b>	<b>\$</b>
<b>Commercial Subtotal</b>	<b>\$</b>
<b>TOTAL</b>	<b>\$</b>

Fees current as of 11/1/08

\* Attached copy of Development Agreement with fee schedule

**Sewer Connection Worksheet**

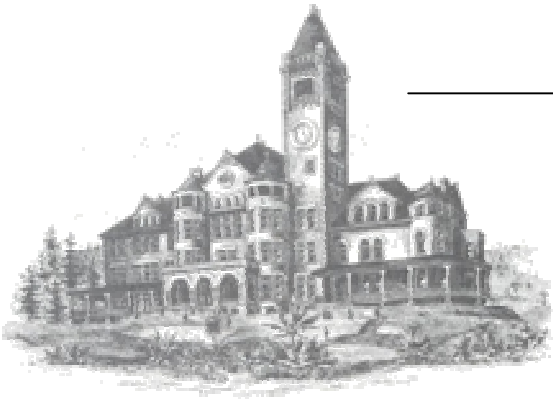
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Type of Use/ Premises</b>	<b>Base Connection Fee</b>	<b>Cost per additional unit</b>	<b>Units</b>	<b>Total Connection Fee (B + (C x D))</b>
<b>Residential</b>	\$0	\$7,640 / unit		
<b>Hotel-Motel</b>	\$0	\$5,730 / unit		
<b>Mobile Home</b>	\$0	\$7,200 / space		
<b>Car Wash</b>	\$9,550	\$335 / stall		
<b>Restaurant</b>	\$7,640	\$1.00 / sq ft building area		
<b>Laundromats</b>	\$9,550	\$200 / washer		
<b>SUBTOTAL A</b>				

**General Retail/Other**

Number of Drainage Fixture Units (per Plumbing Code):

	x		\$7,640
	÷		24
<b>SUBTOTAL B (Connection Fee)</b>	=		

<b>Subtotal A</b>	<b>\$</b>
<b>Subtotal B</b>	<b>\$</b>
<b>TOTAL Sewer Connection Fee</b>	<b>\$</b>



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*City of Ione*  
City Planning

DATE

Applicant  
Address  
City, ST ZIP

RE: **PROJECT** (File number **X-X**)

Dear Applicant,

On **DATE**, the City Planning Commission reviewed and approved on your request for a **PERMIT** for **ACTIVITY** at **LOCATION**, APN 004-**APN**. Approval of this project is subject to the attached conditions of approval; a signed copy of the resolution is available upon request. Please note the timing of these conditions with regard to different phases of construction and occupancy. In most instances, subsequent permits (e.g., building permit, occupancy certificate) cannot be issued until the project is in compliance.

Note that this approval is valid at the conclusion of a 10-day appeal period. For this project, the appeal period will end on **DATE**.

A copy of the letter with an original signature must be returned to the City of Ione in order to finalize this action. Your signature conveys your agreement to comply with the conditions of approval associated with the project approval.

If you have questions regarding the Planning Commission's determination or the appeal process, please contact me at the City of Ione at (209) 274-2412 ext. 104. I may also be reached via cell phone at 916.317.2479.

Sincerely,

Christopher Jordan  
City Planner

Enclosures

cc: Project file

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I hereby accept and agree to comply with the conditions of approval associated with the City of Ione's approval of my above referenced project, as listed in the adopted resolution.

\_\_\_\_\_  
**NAME**, Applicant

\_\_\_\_\_  
Date



# PRELIMINARY COST ESTIMATE

Based on 59 lots

## CONSTRUCTION COST ESTIMATE SUMMARY

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A. CLEAR & GRUB, EROSION CONTROL	\$54,420
B. EARTHWORK	\$75,000
C. STREETWORK	\$377,516
D. SANITARY SEWER	\$165,185
E. STORM DRAIN SYSTEM	\$71,688
F. WATER DISTRIBUTION SYSTEM	\$188,950
G. STREET LIGHTS	\$12,500
H. WALLS and FENCES	\$6,000
I. JOINT TRENCH	\$348,500
<u>TOTAL CONSTRUCTION (A-K)</u>	<u>\$1,299,759</u>

# PRELIMINARY COST ESTIMATE

59 Lots

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
<b>A. CLEAR &amp; GRUB, EROSION CONTROL</b>			
1. Clearing and Grubbing	15 AC	\$2,000.00	\$29,420
2. Erosion Control	1 LS	\$25,000.00	\$25,000
<b>TOTAL CLEAR &amp; GRUB, EROSION CONTROL</b>			<b>\$54,420</b>
<b>B. EARTHWORK</b>			
1. Rough Grading	25,000 CY	\$3.00	\$75,000
<b>TOTAL EARTHWORK</b>			<b>\$75,000</b>
<b>C. STREETWORK</b>			
1. 2.5" A.C. Paving with 10" A.B. (40' R.O.W)	7,716 SF	\$2.35	\$18,133
2. 2.5" A.C. Paving with 11" A.B. (46' R.O.W.)	69,020 SF	\$2.40	\$165,648
3. Curb & Gutter, Rolled	4,413 LF	\$20.00	\$88,260
4. ADA Curb Ramp	4 EA	\$2,000.00	\$8,000
5. Sidewalk 4' Width (with 6" A.B.)	18,240 SF	\$5.00	\$91,200
6. Stop Signs	5 EA	\$200.00	\$1,000
7. Street Name Sign	5 EA	\$325.00	\$1,625
8. Stop Bar Striping	5 EA	\$700.00	\$3,500
9. Benchmark 3" dia Domed Brass Cap	2 EA	\$75.00	\$150
<b>TOTAL STREETWORK</b>			<b>\$377,516</b>
<b>D. SANITARY SEWER</b>			
1. Sanitary Manhole, 48"	10 EA	\$3,000.00	\$30,000
2. Sanitary Sewer, 6"	2091 LF	\$35.00	\$73,185
3. Sanitary Sewer Service, 4"	58 EA	\$1,000.00	\$58,000
4. Sewer Clean Out	2 EA	\$1,000.00	\$2,000
5. Connect to Existing Manhole	2 EA	\$1,000.00	\$2,000
<b>TOTAL SANITARY SEWER SYSTEM</b>			<b>\$165,185</b>
<b>E. STORM DRAIN SYSTEM</b>			
1. Storm Drain Manhole	6 EA	\$3,000.00	\$18,000
2. Storm Drain Pipe, 12"	1,221 LF	\$28.00	\$34,188
3. Storm Drain Inlet	7 EA	\$2,500.00	\$17,500
4. Connect to Existing Manhole	2 EA	\$1,000.00	\$2,000
<b>TOTAL STORM DRAIN SYSTEM</b>			<b>\$71,688</b>

# PRELIMINARY COST ESTIMATE

59 Lots

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
<b>F. WATER DISTRIBUTION SYSTEM</b>			
1. Water, 8" (Incl. fittings)	950 LF	\$40.00	\$38,000
2. Water, 10" (Incl. fittings)	1,304 LF	\$50.00	\$65,200
3. Valve, 8" Gate	4 EA	\$850.00	\$3,400
4. Valve, 10" Gate	2 EA	\$1,150.00	\$2,300
5. AVR	2 EA	\$1,200.00	\$2,400
6. Blow-Off Valve & Box	2 EA	\$800.00	\$1,600
7. Fire Hydrant w/ Tee & Valve	9 EA	\$2,650.00	\$23,850
8. Residential Water Service	58 EA	\$900.00	\$52,200
<b>TOTAL WATER DISTRIBUTION SYSTEM</b>			<b>\$188,950</b>
<b>G. STREET LIGHTS</b>			
1. Street Electrolier, 100 watt (w/ conduit, wiring)	3 EA	\$3,000.00	\$9,000
2. Street Light Service Point	1 EA	\$3,500.00	\$3,500
<b>TOTAL STREET LIGHTS</b>			<b>\$12,500</b>
<b>H. WALLS and FENCES</b>			
1. Retaining Walls (4' Height)	250 SF	\$24.00	\$6,000
<b>TOTAL WALLS and FENCES</b>			<b>\$6,000</b>
<b>I. JOINT TRENCH</b>			
1. Joint Trench	2,250 LF	\$50.00	\$112,500
2. Wiring and Transformers	59 LOT	\$4,000.00	\$236,000
<b>TOTAL JOINT TRENCH</b>			<b>\$348,500</b>





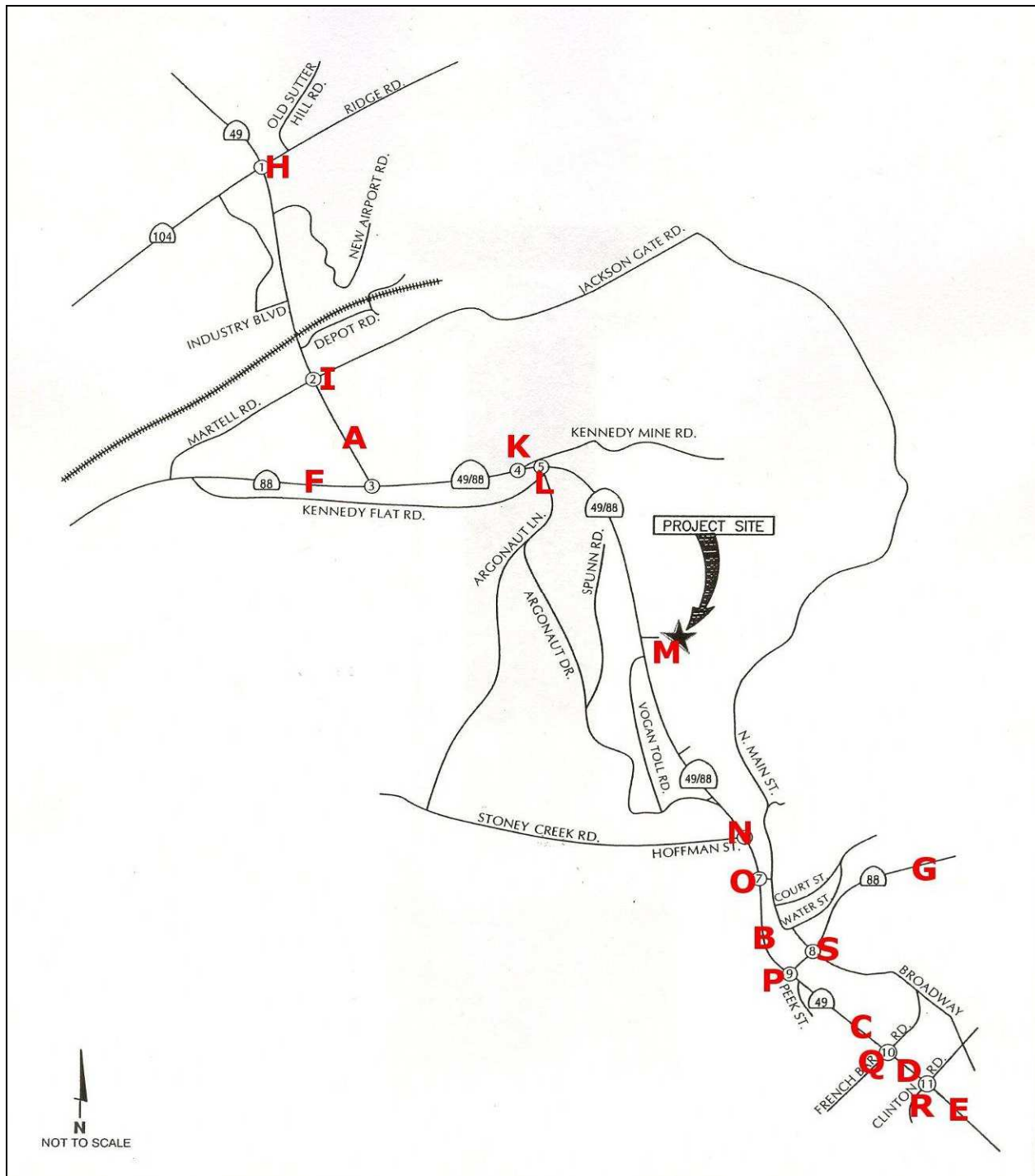
**TRAFFIC IMPACT STUDY FORM**  
**EXHIBIT 2A**  
**PROJECT IMPACTS, MITIGATION MEASURES, and PLAN CONSISTENCY MATRIX**

**PROJECT NAME**  
**Traffic Impacts, Mitigation Measures, and Plan Consistency**  
**DATE**

Transportation Facility		Levels of Service (LOS)				Traffic Impact Study				Plan Consistency		
Proj ID	Road or Intersection	Adopted Standard	Existing	Existing Plus Project	Cumulative Plus Project	Mitigation Proposed by TIS			LOS Result (Cum)	Fair Share Build or Pay Mit Fees	Signif. After Mit.	Improvement consistent with Circ. Elem. & 2004 RTP?
<b>Road Sections</b>												
A												
B												
C												
D												
E												
F												
G												
<b>Intersections</b>												
H												
I												
J												
K												
L												
M												
N												
O												

EXHIBIT 2B  
PROJECT IMPACTS MAP EXAMPLE

PROJECT NAME project impacts



**EXHIBIT 3**  
**PROPOSED CRITERIA FOR DETERMINING BENEFITS FOR OVERRIDING LOS STANDARDS**  
**RELATIVE TO GENERAL PLAN CIRCULATION ELEMENT CONSISTENCY**

<b>Project for Consideration:</b>			
<b>Type of Project:</b>			
<b>Reviewer(s):</b>			
<b>Review Date:</b>			
<b>Applicant Consulted</b>	_____ (date)		
<b>Recommendations Considered by:</b>	TAC _____ (date) Planning Commission _____ (date) City Council _____ (date)		
<b>Criteria for Overriding Benefits (1-8):</b>	<b>1. Does the proposed project provide for infill in an existing community that allows for fewer automobile trips? Is the project within the existing development area of the City of Ione?</b>	<u>Yes/No</u>	<u>Reference/Justification</u>
	<b>2. Does the proposed project provide pedestrian access that would promote walking as opposed to using a car? Specifically, does the project connect to an existing network of pedestrian facilities or directly to necessary services, or is it within a reasonable distance (e.g., ½ miles) of such?</b>	<u>Yes/No</u>	<u>Reference/Justification</u>
	<b>3. Does the proposed project include public transit opportunities as a viable alternative to using a car? Does the project include bus stops, a transit center, and/or a park and ride lot? Does it fit within ARTS and school bus service plans or programs? Does it provide its own transportation services (e.g., shuttle bus, employee vans)?</b>	<u>Yes/No</u>	<u>Reference/Justification</u>
	<b>4. Does the proposed project support other alternative transportation modes (in addition to pedestrian and transit)? Does the project provide bicycle access, facilities and lanes, or facilities for neighborhood electric vehicles, or telecommuting facilities, high speed internet access, teleconferencing facilities, participate in a ride share program, or other?</b>	<u>Yes/No</u>	<u>Reference/Justification</u>

	<p><b>5. Does the project provide a specific economic benefit to the community?</b> Are there apparent and documented fiscal rewards that outweigh the project's impacts on the community such as:</p> <ul style="list-style-type: none"> <li>• Affordable housing</li> <li>• Increased economic and tax income that results in a decrease of tax burden on the rest of the community</li> <li>• Increased job opportunities</li> <li>• Some improvement of traffic congestion</li> <li>• Provide for or improve needed services for the existing community (separate fiscal analysis of the project may be required to document the above)</li> </ul>	<u>Yes/No</u>	<u>Reference/Justification</u>
	<p><b>6. Does the project contain mixed land uses that would enable fewer automobile trips?</b> If residential, does it contain a commercial component that would reduce automobile trips from the development? If commercial, does it include multi-use commercial facilities or mixed-use housing?</p>	<u>Yes/No</u>	<u>Reference/Justification</u>
	<p><b>7. Is the project consistent with, or does it help to, implement the adopted General Plan, a specific plan master plan, or other similar plan?</b></p>	<u>Yes/No</u>	<u>Reference/Justification</u>
	<p><b>8. Does the project have the support of the community?</b> Is the project supported by the community despite its traffic implications as based on public hearing input, a valid statistical survey, or other?</p>	<u>Yes/No</u>	<u>Reference/Justification</u>
<b>Summary</b>	<b>Have at least five of the criteria listed above responded in the affirmative (yes)?</b>	<u>Yes/No</u>	<u>Reference/Justification</u>
<b>Recommendation:</b>	Based on the above, the reviewers recommend that the project <u>is</u> / <u>is not</u> recommended for General Plan consistency for overriding benefits with respect to General Plan Circulation goals and policies.		

**SUBDIVISION IMPROVEMENT AGREEMENT**  
***Subdivision Name***

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement"), made and executed this \_\_\_\_\_, 2007, by and between *Subdivider Name*, hereinafter referred to as "Subdivider" and The City of Lone, a municipal corporation, acting by and through its City Council, hereinafter referred to as "CITY."

**W I T N E S S E T H**

A. SUBDIVIDER is the owner of that certain tract of land situated in the City of Lone, County of Amador, State of California, generally known as *Subdivision Name*; 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 *Subdivision Name* 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 \$ \_\_\_\_\_ as set forth on Exhibit A attached hereto and made a part hereof. Improvements as proposed herein consist of streets, storm drains, water and sewer and utility improvements as set forth on the approved Improvement Plans for *Subdivision Name* dated \_\_\_\_\_ sheets 1 through \_\_\_\_\_ (the "Improvement Plans") and joint trench utility work Composite Utility Plans for *Subdivision Name* dated \_\_\_\_\_ sheets 1 through \_\_\_\_\_ (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 16.26, Improvement Security, of the City Code and City Improvement Standards in the form of a Completion 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 City Council Resolutions 675 and 1430.

#### **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 policy which meets with the approval of the CITY.

The minimum limits of such policy shall be in the amount of \$500,000 for the death of or injury to any person and \$1,000,000 for the death or injury to more than one person in any one accident. Said policy shall be in favor of SUBDIVIDER or its contractors and of CITY. Said policy shall state by its terms and by an endorsement that said policy 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 pipe line 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 \_\_\_ day of \_\_\_\_\_, 2007, in the City of Lone, County of Amador, State of California.

CITY:

SUBDIVIDER:

\_\_\_\_\_  
\_\_\_\_\_, Mayor

By \_\_\_\_\_  
Subdivider Name

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED:

\_\_\_\_\_, City Attorney  
As to Form

\_\_\_\_\_  
Roark Weber, City Engineer  
As to Improvement Cost Estimate

EXHIBIT A  
IMPROVEMENT COST ESTIMATE  
[To Be Inserted.]

