

**AMADOR COUNTY
BOARD OF SUPERVISORS**

C O N S E N T A G E N D A

January 26, 2016

NOTE: Items listed on the consent agenda are considered routine and may 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 Board member(s).

1. **BUDGET MATTERS**

- A. **Sheriff:** Request to increase department budget and revenues by \$111,819.00 due to the award of a Homeland Security Grant in said amount.

2. **TAX MATTERS** None

3. **RESOLUTIONS**

- A. **Board of Supervisors:** Approval of a resolution to honor Richard M. Forster as Recipient of the 2016 Margaret Dalton Golden Nugget Award.
- B. **Board of Supervisors:** Approval of a resolution to honor Wayne Garibaldi as Recipient of the 2016 Margaret Dalton Golden Nugget Award.
- C. **Surveyor:** Approval of Final Subdivision Map No. 123, Pine Grove Bluffs Phase 2 and accepting the offers of dedication for public utility easements and rejecting all other offers (APN:30-740-017 and 30-740-018).
- D. **General Services Administration:** Approval of a resolution to grant a right of way easement to Volcano Communications Group on Airport Road between the County Warehouse and the GSA building.
- E. **General Services Administration:** Approval of a resolution accepting Quit Claim Deed from Kennedy Mine, who acquired Title as Kennedy Mining and Milling Company, a California Corporation.

4. **AGREEMENTS**

- A. **Environmental Health:** Approval of a Professional Services Agreement for Food Safety Training and Certification that will enable the program to continue for one year.
- B. **Transportation and Public Works:** Approval of Subdivision Improvement Agreement for TSM 123 Pine Grove Bluffs Phase 2 to allow Subdivider to record the Final Map.
- C. **Transportation and Public Works:** Approval of a First Amendment to Contract for Consulting Services with Mark Thomas & Company, Inc. for SR88/Pine Grove Corridor Improvement Project. The amendment will increase the amount of the contract to include extra work as requested.
- D. **Transportation and Public Works:** Approval of a First Amendment to Contract 14-03 with Quincy Engineering for Task Order 14-03E Construction Engineering. This amendment will increase the Consulting Budget, but will be reimbursed at a 90% ratio.
- E. **Transportation and Public Works:** Approval of a Sixth Amendment to Contract with

Stantec Consulting Services, Inc. for New York Ranch Road / Ridge Road Intersection Project. This amendment will increase the amount of the contract to include additional design, bidding and construction phase services.

- F. **Human Resources:** Approval of a side letter agreement between the County and Service Employees International Union Local 1021.

5. **ORDINANCES** None

6. **MISCELLANEOUS APPOINTMENTS/RESIGNATIONS**

- A. **Ione Memorial District:** Approval of the appointment of Thomas J. Sears and the re-appointment of Mike Finch to the subject board for terms of four years.
- B. **Juvenile Justice Commission:** Approval of the appointment of Amy Hixon to the subject board for a four year term ending 01/2020.
- C. **Mental Health Advisory Board:** Approval of the re-appointment of Richard Reinoehl to the subject board for a three year term that will end March 11, 2019.

7. **MISCELLANEOUS**

- A. **Health and Human Services:** Approval of a request to backfill one Eligibility Worker I/II due to employee termination on 12/31/15. This is a Merit Systems position and must be hired through the Merit System process.
- B. **Probation:** Approval of a request to begin recruitment to backfill the position of Deputy Probation Officer I/II.
- C. **Transportation and Public Works:** Approval of a request to adopt the Final Initial Study/Mitigated Negative Declaration for the Fiddletown Road Bridge Replacement Project.

8. **GENERAL CORRESPONDENCE**

- A. A Notice of Findings regarding the tricolored blackbird which will be published in the California Regulatory Notice Register on January 8, 2016.
- B. A Notice of Proposed Regulatory Action relative to amending sections 265, 353, 360, 361, 362, 363, 364, 364.1 and 472; and adding Section 708.18 Title 14, California Code of Relations, relating to mammal regulations for the 2016-2017 seasons.
- C. Application for Alcoholic Beverage License SLO 2 20 Vineyard, located at 19955 Shenandoah School Road, Plymouth, CA 95669.
- D. An Approval of Agreement Funding Application between the State of California Department of Public Health and the Amador County Public Health Department for fiscal year 2015-16.

AGENDA TRANSMITTAL FORM

Budget

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
01/26/2016	

To: Board of Supervisors

Date: 01/11/2016

From: James C. Wegner
(Department Head - please type)

Phone Ext. 500

Department Head Signature [Signature]

Agenda Title: FY-15 Homeland Security Grant

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

The FY-15 Homeland Security Grant is a continuation of the Homeland Security Grant Program administered through the Department of Homeland Security (DHS) and sub-granted through CalOES. On September 25, 2015, Amador County was awarded \$111,819 for the Homeland Security Grant Program. This grant is 100% Federally funded and will be paid back on a reimbursement basis. I request an increase to the department budget and revenues to cover this grant.

Recommendation/Requested Action:
Approve Budget Increase

Fiscal Impacts (attach budget transfer form if appropriate)

Increase in Revenue/Budget

Staffing Impacts

N/A

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name _____

Committee Recommendation:

Request Reviewed by:

Chairman _____

Counsel GG

Auditor JOR

GSA Director HOP

CAO _____

Risk Management [Signature]

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

FOR CLERK USE ONLY

Meeting Date 1-26-16

Time 9:00 Am

Item # 1A

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by _____

Department _____
For meeting _____

ATTEST: _____

Clerk or Deputy Board Clerk

of _____

DATE: 1/11/16

REQUESTED BY: James C. Wegner

DEPARTMENT: Sheriff/OES

APPROVED BY ADMINISTRATIVE OFFICER: _____ DATE: _____

APPROVED BY ADMINISTRATIVE COMMITTEE: _____ DATE: _____

APPROVED BY BOARD OF SUPERVISORS: _____ DATE: _____

APPROVED BY AUDITOR/CONTROLLER: _____ DATE: _____

JOURNAL ENTRY NO. _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT	ACCOUNT	INCREASE	DECREASE	FUND #	REVENUE #	INCREASE\$	DECREASE\$
2750	54155	\$ 111,819		2750	45230	\$111,819.00	

REASON FOR THE REQUEST:

For the FY-15 Homeland Security Grant Program. This grant is 100% Federally funded and will be paid back on a reimbursement basis.

PLEASE NOTE:

- TRANSFERS BETWEEN OBJECTS - SALARIES & BENEFITS TO SERVICES & SUPPLIES BOARD OF SUPERVISORS APPROVAL
- TRANSFER WITHIN OBJECTS - OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL
- FIXED ASSETS - BOARD OF SUPERVISORS APPROVAL
- TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 01/14/2016

From: John Plasse, Chairman
(Department Head - please type)

Phone Ext. 470

- Regular Agenda
 - Consent Agenda
 - Blue Slip
 - Closed Session
- Meeting Date Requested:
01/26/2016

Department Head Signature _____

Agenda Title: Recipient of 2016 Margaret Dalton Golden Nugget Award

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Resolution honoring Richard M. Forster as Recipient of the 2016 Margaret Dalton Golden Nugget Award.

Recommendation/Requested Action:

Approve the Resolution

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

Counsel GG

Auditor JOR

GSA Director HOP

CAO _____

Risk Management Just

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

FOR CLERK USE ONLY

Meeting Date 1-26-16

Time 9:00 Am

Item # 3A

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____
of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: _____

Clerk or Deputy Board Clerk

Save

Print Form

BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION HONORING RICHARD M. FORSTER
AS RECIPIENT OF THE 2016 MARGARET DALTON
GOLDEN NUGGET AWARD

RESOLUTION NO. 16-XXX

WHEREAS, Richard M. Forster was born in South Laguna, California and is a proud fifth generation Californian; and

WHEREAS, Richard has resided in Amador County since 1975 and graduated from Ione High School then attended the University of California, Davis graduating with a degree in Agricultural & Managerial Economics; and

WHEREAS, Richard previously served on the Amador Water Agency Board of Directors for 8 years, the Amador County Fair Board for 17 years, and the Ione Planning Commission; and

WHEREAS, Richard is a member of the Native Sons of the Golden West #33, the Ione Business & Community Association, the Preston Castle Foundation, the Rotary of Ione, and the Sutter Amador Hospital Foundation Board; and

WHEREAS, Richard was elected to four consecutive terms on the Amador County Board of Supervisors representing District II; and

WHEREAS, in addition to his Supervisor duties, Richard was elected as statewide President of California State Association of Counties for 2015-2016; and

WHEREAS, Richard and his wife, Laurie, married in 1982 and have two daughters. Lindsey and Rob Ferguson reside in Ione with daughters Quinn, Lauren and Corra. Tyler and Ryan Wilkey also reside in Ione with their daughter Graycen.

THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Amador, State of California, does hereby recognize Richard M. Forster as Recipient of the 2016 Margaret Dalton Golden Nugget Award.

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 26th day of January, 2016, by the following vote:

AYES: John Plasse, Richard M. Forster, Lynn A. Morgan, Louis D. Boitano, and Brian Oneto

NOES: None

ABSENT: None

John Plasse, Chairman, Board of Supervisors

ATTEST:
JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County,
California

Deputy

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 01/14/2016

From: John Plasse, Chairman
(Department Head - please type)

pl

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>01/26/2016</u>	

Department Head Signature _____

Agenda Title: Recipient of 2016 Margaret Dalton Golden Nugget Award

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Resolution honoring Wayne Garibaldi as Recipient of the 2016 Margaret Dalton Golden Nugget Award.

Recommendation/Requested Action:
Approve the Resolution

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts _____

Is a 4/5ths vote required? Yes <input type="radio"/> No <input checked="" type="radio"/>	Contract Attached: <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A Resolution Attached: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A Ordinance Attached: <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A Comments: _____
Committee Review? Name _____ N/A <input checked="" type="checkbox"/> Committee Recommendation: _____	

Request Reviewed by:

Chairman _____ Counsel GO

Auditor JOR GSA Director Hop

CAO _____ Risk Management [Signature]

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

FOR CLERK USE ONLY

Meeting Date 1-26-16 Time 9:00 Am Item # 3B

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____ Department _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors. ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____	For meeting of _____	

Save

Print Form

BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION HONORING WAYNE GARIBALDI
AS RECIPIENT OF THE 2016 MARGARET DALTON
GOLDEN NUGGET AWARD

RESOLUTION NO. 16-XXX

WHEREAS, Wayne Garibaldi was born and raised in Jackson, briefly leaving to attend college in southern California; and

WHEREAS, Wayne returned to Jackson in 1983 to begin his career with the Bank of Amador; and

WHEREAS, Wayne served on the Jackson Planning Commission in 1999 and is currently a Jackson City Councilman since 2006; and

WHEREAS, Wayne has served as a Board member on the City of Jackson Revitalization Committee, Amador Economic Development and the Jackson Business and Community Association; and

WHEREAS, Wayne is currently a member, Director or Officer for: Jackson Lions Club, Amador County Recreation Agency, Amador County Historical Society, Italian Benevolent Society, Amador Community Foundation, Amador Council of Tourism, Hospice of Amador and Calaveras, and Native Sons of the Golden West.

THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Amador, State of California, does hereby recognize Wayne Garibaldi as Recipient of the 2016 Margaret Dalton Golden Nugget Award.

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 26th day of January, 2016, by the following vote:

AYES: John Plasse, Richard M. Forster, Lynn A. Morgan, Louis D. Boitano, and Brian Oneto

NOES: None

ABSENT: None

John Plasse, Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County,
California

Deputy

AGENDA TRANSMITTAL FORM

Resolution

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
January 26, 2016	

To: Board of Supervisors

Date: January 19, 2016

From: Steven A. Zanetta Phone Ext. 371

(Department Head - please type)

Department Head Signature *Steven A. Zanetta*

Agenda Title: Pine Grove Bluffs Subdivision No. 123, Phase 2

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 The subject agenda item is a request for approval of a final subdivision map and accepting the offers of dedication for public utility easements and rejecting all other offers. The property is located on the southerly side of Ridge Road, and being approximately eight hundred feet (800') westerly of the junction with State Route 88, in the Pine Grove area. APN: 30-740-017 and 30-740-018.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate) _____ Staffing Impacts _____

Is a 4/5ths vote required? Yes No

Committee Review? N/A

Name _____

Committee Recommendation: _____

Contract Attached: Yes No N/A
 Resolution Attached: Yes No N/A
 Ordinance Attached: Yes No N/A

Comments: _____

Request Reviewed by:

Chairman _____ Counsel *Go*

Auditor *JOR* GSA Director *Hop*

CAO _____ Risk Management *Gr*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
 Please transmit two copies of the resolution to Surveying; one set certified.

FOR CLERK USE ONLY

Meeting Date 1-26-16 Time 9:00 AM Item # 3C

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

Completed by _____

A new ATF is required from _____ Department _____ For meeting _____ of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: _____ Clerk or Deputy Board Clerk

Requested By:
BOARD OF SUPERVISORS
Return to:
SURVEYING & ENGINEERING

**BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION APPROVING THE FINAL)
SUBDIVISION MAP AND ACCEPTING) RESOLUTION NO. 2016-xxxx
AND REJECTING OFFERS OF)
DEDICATION APPEARING ON)
FINAL SUBDIVISION MAP NO. 123)
PINE GROVE BLUFFS PHASE 2)

WHEREAS, the Amador County Board of Supervisors has determined that said map is in conformity with the requirements of the County of Amador.

THEREFORE, BE IT RESOLVED by the Amador County Board of Supervisors that said Board hereby approves Final Subdivision Map No. 123 Pine Grove Bluffs Phase 2; and

BE IT RESOLVED by the Board of Supervisors of the County of Amador that all offers of dedication for Public Utility Easements appearing on Final Subdivision Map No. 123 Pine Grove Bluffs Phase 2, by Ciro L. Toma, Land Surveyor, dated January, 2016, be and hereby are accepted; and

BE IT FURTHER RESOLVED that all other offers of dedication appearing on said map be and hereby are rejected at this time, subject to subsequent acceptance by future Resolution of this Board.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof held on the 26th day of January, 2016, by the following vote:

AYES: John Plasse, Louis D. Boitano,
Richard M. Forster, Lynn A. Morgan, and Brian Oneto

NOES: None

ABSENT: None

Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County,
California

FINAL SUBDIVISION MAP No. 123 PINE GROVE BLUFFS PHASE 2

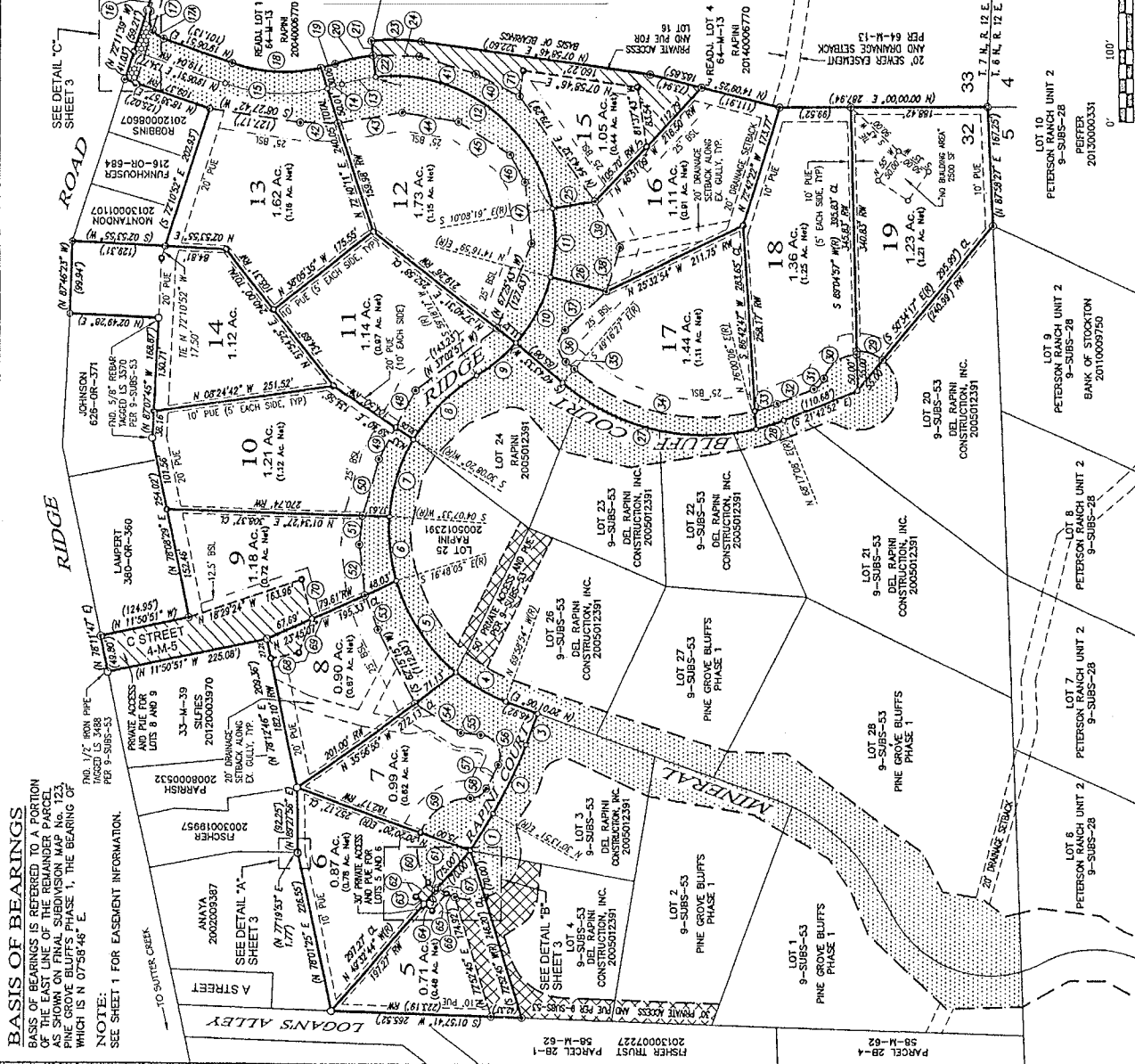
DEL RAPINI CONSTRUCTION, INC., a California Corporation
20090004645 and 2005012391
BEING A PORTION OF THE SW 1/4 SECTION 33 AND THE SE 1/4 SECTION 32
T. 7 N., R. 12 E., M. D. M.
COUNTY OF AMADOR, STATE OF CALIFORNIA

Scale: 1" = 100'
January, 2016
TOMA & ASSOCIATES, INC.
ENGINEERING - SURVEYING - PLANNING
41 Summit Street, Jackson, CA 95822
(209) 223-9156

- ### NOTES and LEGEND
- DENOTES 3/4" REBAR WITH PLASTIC CAP STAMPED PLS 3570 SET ON THIS SURVEY
 - DENOTES FOUND 3/4" REBAR WITH PLASTIC CAP STAMPED PLS 3570 PER 9-SUBS-53 OR 64-M-13
 - DENOTES A CALCULATED POINT ONLY, NOTHING FOUND OR SET
 - DENOTES FOUND 2" IRON PIPE AT SECTION CORNER PER 42-M-70, 52-M-87 AND PER 9-SUBS-53
 - DENOTES FOUND 5/8" STEEL RING TAGGED LS 3570 PER 9-SUBS-53, UNLESS OTHERWISE NOTED
 - DENOTES FOUND 1/2" IRON PIPE TAGGED LS 3570 PER 9-SUBS-53, UNLESS OTHERWISE NOTED
 - DENOTES RECORD DATA PER 9-SUBS-53 AND/OR 64-M-13
 - DENOTES CENTERLINE OR DISTANCE TO CENTERLINE
 - DENOTES RIGHT-OF-WAY OR DISTANCE TO RIGHT-OF-WAY
 - DENOTES PUBLIC UTILITY EASEMENT
 - DENOTES BUILDING SETBACK LINE
 - DENOTES RADIAL BEARING
 - DENOTES PRIVATE ACCESS AND PUBLIC UTILITY EASEMENT AREA ALONG RIDGE ROAD TO BE DEDICATED TO AMADOR COUNTY PUBLIC UTILITY EASEMENT
 - DENOTES PRIVATE ACCESS AND PUBLIC UTILITY EASEMENT PER 9-SUBS-53
 - MINERAL RIDGE, RAPINI COURT AND BLUFF COURT ACCESS AND PUBLIC UTILITY EASEMENTS WERE PREVIOUSLY DEDICATED AND ACCEPTED PER 9-SUBS-53

DATA TABLE

NO.	BEARING	DISTANCE	REMARKS
1	(N 89°46'09" W	62.53'	(R=30.00' L=50.15')
2	(N 80°00.00" W	D=107.42' W	(L=106.95' W=79.97')
3	(N 85°58'58" W	46.39'	(N 72°03'18" W 63.57')
4	(N 82°00.00" W	D=18.34' W	(L=79.89' W=68.54')
5	(N 82°00.00" W	D=34.52' W	(L=152.15' W=126.51')
6	(N 82°00.00" W	D=20.55' W	(L=81.31' W=68.54')
7	(N 82°00.00" W	D=29.09' W	(L=113.50' W=92.92')
8	(N 82°00.00" W	D=29.09' W	(L=127.26' W=101.61')
9	(N 82°00.00" W	D=19.12' W	(L=71.70' W=61.42')
10	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
11	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
12	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
13	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
14	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
15	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
16	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
17	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
18	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
19	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
20	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
21	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
22	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
23	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
24	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
25	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
26	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
27	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
28	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
29	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
30	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
31	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
32	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
33	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
34	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')
35	(N 82°00.00" W	D=24.25' W	(L=85.89' W=74.42')



BASIS OF BEARINGS

BASIS OF BEARINGS IS REFERRED TO A PORTION OF THE EAST LINE OF THE REMAINDER PARCEL AS SHOWN ON FINAL SUBDIVISION MAP No. 123, PINE GROVE BLUFFS PHASE 1, THE BEARING OF WHICH IS N 07°58'48" E.

NOTE:

SEE SHEET 1 FOR EASEMENT INFORMATION.

SEE DETAIL "C" SHEET 3
SEE DETAIL "A" SHEET 3
SEE DETAIL "B" SHEET 3
SEE DETAIL "D" SHEET 3
SEE DETAIL "E" SHEET 3
SEE DETAIL "F" SHEET 3
SEE DETAIL "G" SHEET 3
SEE DETAIL "H" SHEET 3
SEE DETAIL "I" SHEET 3
SEE DETAIL "J" SHEET 3
SEE DETAIL "K" SHEET 3
SEE DETAIL "L" SHEET 3
SEE DETAIL "M" SHEET 3
SEE DETAIL "N" SHEET 3
SEE DETAIL "O" SHEET 3
SEE DETAIL "P" SHEET 3
SEE DETAIL "Q" SHEET 3
SEE DETAIL "R" SHEET 3
SEE DETAIL "S" SHEET 3
SEE DETAIL "T" SHEET 3
SEE DETAIL "U" SHEET 3
SEE DETAIL "V" SHEET 3
SEE DETAIL "W" SHEET 3
SEE DETAIL "X" SHEET 3
SEE DETAIL "Y" SHEET 3
SEE DETAIL "Z" SHEET 3

PARCEL 2B-4
58-M-62
FISHER TRUST
20130007227
58-M-62

LOT 1
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 2
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 3
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 4
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 5
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 6
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 7
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 8
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 9
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 10
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 11
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 12
9-SUBS-53
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PHASE 1

LOT 13
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 14
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 15
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 16
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 17
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 18
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 19
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 20
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 21
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 22
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 23
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 24
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 25
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 26
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 27
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 28
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 29
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 30
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 31
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 32
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 33
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 34
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

LOT 35
9-SUBS-53
PINE GROVE BLUFFS
PHASE 1

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: January 19, 2016

From: Jon Hopkins, Director
(Department Head - please type)

Phone Ext. X759

- Regular Agenda
- Consent Agenda
- Blue Slip
- Closed Session

Meeting Date Requested:

01/26/16

Department Head Signature [Signature]

Agenda Title: Resolution for Volcano Communications Group Fiber Infrastructure Improvements Easement

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
The Board took action on January 12, 2016 to grant a right of way easement to Volcano Communications Group, however, a resolution is required to record the easement documents. Attached for approval is a Resolution.

Recommendation/Requested Action:
Approve the Resolution and record the Right-of-Way Easement documents.

Fiscal Impacts (attach budget transfer form if appropriate) N/A
Staffing Impacts N/A

N/A

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A
Resolution Attached: Yes No N/A
Ordinance Attached: Yes No N/A

Committee Review? N/A

Name _____
Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel [Signature]
Auditor JOR GSA Director [Signature]
CAO _____ Risk Management [Signature]

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
GSA-Jon Hopkins

FOR CLERK USE ONLY

Meeting Date 1-26-16 Time 9:00 AM Item # 3D

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___
Ayes: _____ Resolution _____ Ordinance _____ Other: _____
Noes: _____ Resolution _____ Ordinance _____
Absent: _____ Comments: _____

Distributed on _____
Completed by _____
A new ATF is required from _____ Department _____ For meeting of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
ATTEST: _____
Clerk or Deputy Board Clerk

**BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

A RESOLUTION APPROVING A RIGHT OF WAY EASEMENT) RESOLUTION NO. 16-xxxx
WITH VOLCANO TELEPHONE COMPANY AND VOLCANO)
VISION, INC. FOR TELECOMMUNICATIONS IMPROVEMENTS)
LYING BETWEEN THE COUNTY WAREHOUSE BUILDING AT)
12200-A AIRPORT ROAD AND THE GSA BUILDING AT 12200-B)
AIRPORT ROAD, MARTELL)

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the Right-Of-Way Easement conditions contained therein as it relates to construct, maintain, use, operate, inspect, repair, remove and upgrade telecommunications facilities and equipment; and

BE IT FURTHER RESOLVED that the Chairman of said Board be and hereby is authorized to sign and execute said easement and all other applicable documents on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the ____ day of _____ 2016, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County,
California

Deputy

AGENDA TRANSMITTAL FORM

To: Board of Supervisors
 Date: 01/20/2016

Real Estate Deed

From: Jon Hopkins, GSA Director Phone Ext. 759
 (Department Head - please type)

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>01/26/2016</u>	

Department Head Signature [Signature]

Agenda Title: Kennedy Mine Quitclaim Deed

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 The County is currently working on the Real Estate Due Diligence for the Jail Expansion Project. Currently one of the exceptions on the Preliminary Title Report is for an easement reserved by the Kennedy Mine, a non-profit corporation. The Kennedy Mine has signed a quitclaim deed for said easement to the County. Attached is the Quitclaim Deed which contains the description of the easement, Certificate of Acceptance and Resolution enabling the Quitclaim to be recorded removing this exception from the Preliminary Title Report.

ORIGINAL ATTACHED -
Don't lose!
Hop

Recommendation/Requested Action: Accept Quitclaim Deed and authorize the Chairman to sign and execute

Fiscal Impacts (attach budget transfer form if appropriate) N/A

Is a 4/5ths vote required? Yes No

Committee Review? N/A
 Name _____
 Committee Recommendation: _____

Request Reviewed by:
 Chairman _____ Counsel _____
 Auditor JOR GSA Director Hop
 CAO _____ Risk Management [Signature]

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
GSA-Jon Hopkins, County Counsel-Greg Gillott

FOR CLERK USE ONLY

Meeting Date 1-26-16 Time 9:00 AM Item # 3E

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___
 Ayes: _____ Resolution _____ Ordinance _____ Other: _____
 Noes _____ Resolution _____ Ordinance _____
 Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____ Department _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
Completed by _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

Save

Print Form

RECORDING REQUESTED BY:

County of Amador
810 Court Street
Jackson, CA 95642

AND WHEN RECORDED MAIL TO:

Kennedy Mine Foundation
PO Box 684
Jackson, CA 95642

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

The undersigned Grantors declare:
Documentary transfer tax is \$ 0

- computed on full value of property conveyed
 computed on full less value of liens and encumbrances at time of transfer
 Unincorporated area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, The Kennedy Mine, A Non-Profit Corporation, who acquired title as Kennedy Mining and Milling Company, a California Corporation, hereby quitclaims to The County of Amador the following described real property situated in the City of Jackson, State of California:

A right-of-way across that property described in a Deed recorded July 07, 1943, in Book 15 of Official Records at Page 391 for pipe and sewer lines as reserved by the Kennedy Mining and Milling Company in the referenced Deed.

Portion APN 020-200-021-000

Dated this 19 day of January, 2016

The Kennedy Mine, A Non-Profit Corporation

By: Linda Gonzales
Linda Gonzales, President

By: Susan Bragstad
Susan Bragstad, Secretary

ACKNOWLEDGMENT

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

State of California
County of AMADOR

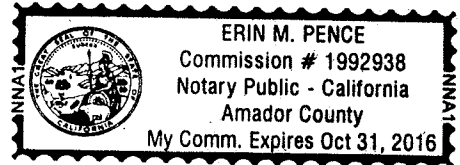
On January 19, 2016 before me, Erin M. Pence
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Erin M Pence (Seal)



BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA

RESOLUTION ACCEPTING QUIT CLAIM DEED
FROM THE KENNEDY MINE, WHO
ACQUIRED TITLE AS KENNEDY MINING AND
MILLING COMPANY, A CALIFORNIA CORPORATION

RESOLUTION NO. 16-XXX

WHEREAS Linda Gonzales, President, and Susan Bragstad, Secretary of The Kennedy Mine, a Non-Profit Corporation, who acquired title as Kennedy Mining and Milling Company, a California Corporation, hereby quitclaims to the County of Amador the following described real property situated in the City of Jackson, State of California; and desire to quitclaim deed said easement to the County of Amador; and

BE IT RESOLVED the Amador County Board of Supervisors does hereby accept said described easement contained in Quitclaim Deed dated January 19, 2016 executed by Linda Gonzales, President and Susan Bragstad, Secretary, of The Kennedy Mine, a Non-Profit Corporation; and

BE IT FURTHER RESOLVED the Chairman of said Board be and hereby is authorized to sign and execute the certificate of acceptance related to this matter; and

BE IT FURTHER RESOLVED that said Quitclaim Deed with the Certificate of Acceptance attached shall be recorded for the right-of-way across that property described in a Deed recorded July 7, 1943, in Book 15 of Official Records at Page 391 for pipe and sewer lines as reserved by the Kennedy Mining and Milling Company in the referenced Deed; and

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 26th day of January, 2016, by the following vote:

AYES: John Plasse, Louis D. Boitano, Lynn A. Morgan, Richard M. Forster and
Brian Oneto

NOES: None

ABSENT: None

John Plasse, Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County
California

CERTIFICATE OF ACCEPTANCE

Government Code Section 27281

THIS IS TO CERTIFY THAT the interest in an easement over said land for constructions of water or sewer lines and incidental purposes as reserved by Kennedy Mining Company, in deed recorded July 7, 1943, as instrument no. in book 15 of official records at page 391, official records conveyed by the Quitclaim Deed dated January 19, 2016 from LINDA GONZALES, PRESIDENT and SUSAN BRAGSTAD, SECRETARY OF THE KENNEDY MINE, A NON-PROFIT CORPORATION, to COUNTY OF AMADOR, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, is hereby accepted by order of the Amador County Board of Supervisors on January 26, 2016, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: January 26, 2016

John Plasse, Chairman
Board of Supervisors of Amador County

ATTEST:

Jennifer Burns
Clerk of the Board of Supervisors

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: January 7, 2016

From: Michael W. Israel
(Department Head - please type)

Phone Ext. 538

- Regular Agenda
- Consent Agenda
- Blue Slip
- Closed Session

Meeting Date Requested:

January 26, 2016

Department Head Signature *Michael W. Israel*

Agenda Title: RENEWAL OF FOOD SAFETY TRAINING AND CERTIFICATION AGREEMENT

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Food safety certification of at least one manager or employee in each food service business is required by law. The Environmental Health Department has been providing this service through such an agreement to local food service managers and employees at cost for several years. This agreement enables continuation of local, cost effective training and certification for one year at the same cost.

Recommendation/Requested Action:

Approve agreement and authorize signature by Board Chair

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts Minimal

Cost neutral

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Comments: _____

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

Counsel GO

Auditor JOR

GSA Director Hsp

CAO _____

Risk Management Wmt - need coc exemption

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Environmental Health Risk

FOR CLERK USE ONLY

Meeting Date 1-26-16

Time 9:00 Am

Item # 4A

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: _____

Clerk or Deputy Board Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 1 st day of January 2016, by and between the COUNTY OF AMADOR, a political subdivision of the State of California, d.b.a., Environmental Health Department (hereinafter called "County") and California Association of Environmental Health Administrators (CAEHA), (hereinafter called "Contractor") pursuant to the following terms and conditions:

1. TERM

The term of this Agreement shall commence on January 1, 2016, and shall terminate on December 31, 2016.

2. PROJECT

Perform duties of Registered Environmental Health Specialist with duties and responsibilities as outlined in Section 3.

3. DUTIES

- A. Dennis Lampson, in association with CAEHA, shall provide environmental health services in Amador County
- B. Contractor, under the direction of the Director of Environmental Health, and/or his designee, shall have general responsibility for providing services identified in Appendix A: Scope of Work.
- C. Contractor shall demonstrate the following: an ability to work at a high level of independence, an ability to meet additional specialized knowledge requirements within the field of environmental health, an ability to manage assignment projects, which are highly complex and difficult in nature.

4. COMPENSATION

- A. Contractor shall be paid Seventy-One Dollars (\$71 .00) per hour. The number of hours billed will be based upon class size as identified in Appendix B. Contractor shall invoice County for work performed by the 1st of each month with summary of tasks performed. County shall make payment directly to:

CAEHA, Attn: Sheryl Baldwin, Contract Manager
P.O. Box 2017
Cameron Park, CA 95682-2017

Telephone: (530)676-0715

Facsimile: (530) 676-0515

by the 16th of the month for invoices received by the 5th of the month. All payment requests must be reviewed and approved by the Director of Environmental Health.

B. Compensation provided herein shall constitute complete and full payment to Contractor for the services provided hereunder.

5. INSURANCE REQUIREMENTS

Contractor, and any subcontractor engaged by Contractor, shall provide at its own expenses and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following state insurance policies.

A. General Liability - insurance with a minimum limit of liability per occurrence of \$1,000,000. This insurance shall indicate on the certificate of insurance the following coverage and indicate the policy aggregate limit applying to premises and operations and broad form contractual.

B. Automobile Liability - insurance with a minimum limit of liability per occurrence of \$300,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned automobiles, and non-owned automobiles.

6. HOLD HARMLESS

The Contractor shall hold the County, its elected and appointed officials, officers, employees, agents, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every CC)Use, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of Contractor, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement. If such indemnification becomes necessary, the County Counsel for the County of AMADOR shall have the absolute right to approve any and all counsel employed to defend it.

The County shall hold the Contractor, its agents, officers, employees, and volunteers, harmless from, save, defend and indemnify the same against, any and all claims, losses, and damages for every cause, including but not limited to injury to person or property, and related costs and expenses, including reasonable attorney fees, arising directly or indirectly out of any act or omission of County, its agents, officers, employees, or volunteers, during the performance of its obligations under this Agreement.

7. TERMINATION

A. This Agreement may be terminated by County at County's option:

- (1) Upon Contractor's failure, refusal or neglect to perform the duties hereunder other than for reasons of illness.
- (2) For any reason satisfactory to County provided, however, Contractor shall be given ten (10) days written notice of such termination.

B. This Agreement may be terminated by Contractor:

- (1)) Upon County's failure, neglect or refusal to make any payment as required hereunder.

(2) Upon County's failure to cooperate with the Contractor in the performance of its work under this Agreement.

(3) Upon ten (10) days written notice to County.

8. STATUS

Contractor and County agree that Contractor, and any consultant engaged by Contractor, is an independent contractor and in no event shall he be considered an employee of the County.

9. ASSIGNMENT

This Agreement is for the professional services of Contractor and Contractor shall not assign, subcontract, or sublet any part of this Agreement without the express written consent of County.

10. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following address:

County: Amador County Environmental Health Dept.
Michael Israel, Director of Environmental Health
810 Court Street
Jackson, CA 95642

Contractor: CAEHA
Sheryl Baldwin, Contract Manager
P.O. Box 201 7
Cameron Park, CA 95682-2017
Telephone:(530)676-0715
Facsimile: (530) 676-0515
Email: Sheryl@ccdeh.com

IN WITNESS WHEREOF, the parties have hereunder set their hands the day and year first herein above written.

COUNTY

CONTRACTOR

Board Chairmen, County of Amador,
State of California

ATTEST:

Rebecca Ng, President
CAEHA

County Clerk, County of Amador,
State of California

COUNTY

County Counsel, County of Amador,
State of California

SCOPE OF WORK

SERVICES:

CONTRACTOR shall provide environmental health services to Amador County as determined by the Director of Environmental Health or designee. Said services shall include, but not limited to, the following:

- A. Upon request by County, Contractor shall instruct food safety certification classes and proctor the Prometric Certified Professional Food Manager Examination for food service managers and employees in Amador County. Food safety classes provided during the term of this Agreement shall be held as requested by Amador County, up to a maximum of 4 classes per year.

Contract for Amador Count for teaching and Proctoring
 Certified Professional Food Manager
 exams

Class size:

Contractor CAE-HA

students invoice to count

1-12	\$426
13	\$426
14	\$426
15	\$426
16	\$426
17	\$426
18	\$568
19	\$568
20	\$568
21	\$568
22	\$568
23	\$568
24	\$710
25	\$710
26	\$710
27	\$710
28	\$710
29	\$710
30	\$710

Recommended minimum class size	12
Maximum class size	30
CAEHA cost per hour	\$71
Billing rate based on number of students:	
12 - 17 students	6 hrs.
18 — 23 students	8 hrs.
24 - 30 students	10 hrs.

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 01/20/2016

From: Aaron Brusatori
(Department Head - please type)

Phone Ext. 248

<input type="radio"/>	Regular Agenda
<input checked="" type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>01/26/2016</u>	

Department Head Signature *Aaron Brusatori*

Agenda Title: Approve Subdivision Improvement Agreement for TSM 123 Pine Grove Bluffs Phase 2

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Approve Subdivision Improvement Agreement for TSM 123 for the construction of improvements between Lots 8 and 9 of the subject subdivision map. Approval of this SIA would allow the Subdivider to record the Final Map for SM 123 Pine Grove Bluffs - Phase 2.

Recommendation/Requested Action:
Authorize Chair to the Subdivision Improvement Agreement for TSM 123

Fiscal Impacts (attach budget transfer form if appropriate) Budgeted Staffing Impacts _____

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A
 Resolution Attached: Yes No N/A
 Ordinance Attached: Yes No N/A

Committee Review? N/A
 Name _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel GG

Auditor JON GSA Director _____

CAO _____ Risk Management MD

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
Public Works

FOR CLERK USE ONLY

Meeting Date 1-26-16 Time 9:00 am Item # 4B

Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____	A new ATF is required from _____ Department _____ For meeting of _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors. ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____		

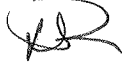
Recording requested by
and when recorded mail to:

AMADOR COUNTY SURVEYING
AND ENGINEERING DEPARTMENT
810 Court Street
Jackson, CA 95642

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

SUBDIVISION IMPROVEMENT AGREEMENT

Pine Grove Bluffs - Phase 2
(Tentative Subdivision Map No. 123)

THIS SUBDIVISION IMPROVEMENT AGREEMENT – DEVELOPMENT NAME (this
“Agreement”) is made as of Jan 18, 2016, by and between the COUNTY OF
AMADOR, a political subdivision of the State of California (“County”), and
Del Rapine Construction Inc, a California ~~limited liability company~~ corporation (“Subdivider”).


RECITALS

A. Subdivider obtained conditional approval of a tentative map (the "Tentative Map") referenced by the map number first indicated above for subdivision of certain real property, including the lots and common areas collectively designated as “Development Name” (the “Property”) more particularly described as follows: Lots 5 through 19 as shown on the Subdivision Map for PINE GROVE BLUFFS - PHASE 2, filed for record on _____, 20__ in the Amador County Recorder’s Office in Book ____ of Subdivision Maps at Page _____.

B. Subdivider has complied satisfactorily (subject to final approval by the Board of Supervisors) with all of the conditions on the Tentative Map, except for certain improvements required to be made by the Subdivider hereunder and under any other agreements between Subdivider and other public entities concerning the Property.

C. The parties desire to enter into an agreement to allow the recording of a final map or maps (the “Final Map”) for subdivision of the Property prior to completion of all such improvements required by County, upon terms and conditions that will assure the completion of such improvements.

NOW THEREFORE, the parties agree as follows:

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

2. Subdivider agrees to complete the following improvements (the "Improvements") at Subdivider's sole expense, and in strict accordance with the plans and specifications therefor as approved by the Amador County Department of Transportation and Public Works ("TPW"), and subject to inspection by TPW or its designees, as follows:

- a. All improvement as shown on the plans titled "Grading Plan, Del Rapini Construction, Inc., Lots 8 and 9, Pine Grove Bluffs Phase 2" prepared by Jesse Shaw, Toma & Associates, Inc., as approved by TPW.
- b. All obligations of Subdivider set forth in the Conditions for Approval of Tentative Map No. 123, the performance of which are to occur after recordation of the Final Map.

The Improvements are further delineated on Exhibit "A" (Engineer's Estimate) attached and incorporated by this reference.

3. Subdivider agrees to complete all of the Improvements prior to occupancy of any dwelling or commercial building on the Property, but in no event later than three (3) year from the date of this Agreement.

4. Subdivider shall replace, at Subdivider's sole expense, all survey monuments damaged or destroyed by the construction of the Improvements or any of them, or by any other work done on the Property by or at the direction of Subdivider.

5. Subdivider agrees to give not less than ten (10) working days' advance notice to TPW of the commencement of work on the Improvements. Subdivider further agrees that any work done without notice to and prior inspection by PWA is subject to rejection upon that ground alone, in addition to any other grounds that may exist for such rejection.

6. If work on the Improvements is delayed without fault of Subdivider, Subdivider may request an extension of the time provided in paragraph 2 above for completion of the Improvements. Such extension may be granted by County in its sole discretion. If County agrees to extend the time for completion for such period of time as County may deem reasonable, County shall require payment by Subdivider to County of any fees for additional inspections required because of the extension. County in its discretion may also require that a new engineer's estimate be required for the Improvements and that Subdivider post additional security for any increased cost of the Improvements.

7. Subdivider warrants and agrees to remedy at its sole expense any defect in the Improvements arising from faulty or defective material or workmanship for a period of one (1) year after formal acceptance thereof by County.

8. Subdivider agrees to indemnify and hold County harmless from and against any loss, damage, cost, liability, or expense (including, but not limited to, attorneys' fees and

costs County may incur in defending itself against any such claims made against County) resulting from Subdivider's performance or breach of Subdivider's obligations under this Agreement, or the negligence of Subdivider or Subdivider's agents, employees, and contractors (including subcontractors).

9. To ensure performance of Subdivider's obligations under this Agreement, Subdivider shall provide to County a good and sufficient security (the "Performance Security"), as defined and provided for in Government Code Sections 66499, *et seq.*, in an amount equal to one hundred percent (100%) of the total estimated cost of the Improvements multiplied by one point two-five (1.25) for prevailing wage (the "Total Cost"). The Total Cost shall also include a fifteen percent (15%) contingency.

10. If the Performance Security is in the form of a cash deposit or deposits, County may authorize the periodic release of portions of such deposit(s) as portions of the Improvements are completed. The amounts released shall be equal to fifty percent (50%) of the value of the work on the portion of Improvements completed to the satisfaction of TPW; provided, however, that in no event shall County authorize any release that would reduce the remaining balance of the Performance Security below fifty percent (50%) of the Total Cost. The decision of TPW as to the amount of work done and the value thereof shall be final and conclusive. No more than three (3) such releases of cash shall be permitted.

11. In addition to the Performance Security Subdivider shall provide to County a good and sufficient security in an amount equal to one hundred percent (100%) of the Total Cost (the "Laborers' Security") to secure payment of amounts owed to contractors, subcontractors and to persons renting equipment or furnishing labor or materials for the construction of the Improvements. If Subdivider posts security in the form of a cash deposit or a letter of credit, the Laborers' Security may be the same funds provided by Subdivider as Performance Security.

12. In addition to the Performance Security and the Laborers' Security, Subdivider shall provide to County a good and sufficient security in an amount equal to ten percent (10%) of the Total Cost (the "Warranty Security") for the guarantee and warranty of the Improvements for a period of one year following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished, as provided in Government Code Section 66499.3(d). The Warranty Security may be the same funds provided by Subdivider as Performance Security; or, if Subdivider prefers, Subdivider may provide a separate Warranty Security to County at the time of acceptance of the Improvements by County, in which case the entire remaining balance of the Performance Security will be released to Subdivider as set forth in Paragraph 13 below.

13. When the Improvements are formally accepted by County, the remaining balance of the Performance Security and the Laborers' Security after any releases authorized under Paragraph 10 above shall be retained by County for the period prescribed in Government Code Section 66499.7 or other successor statute, and thereafter shall be disbursed or retained by County in the manner set forth in Government Code Section

66499.7(b); provided, however, that if Subdivider has not provided a separate Warranty Security, then County shall retain out of the Performance Security an amount equal to the Warranty Security until the expiration of the warranty period specified in Paragraph 7 above.

13. Any extension of time granted under the provisions of Paragraph 6 hereof shall not operate to release the Performance Security or Laborers' Security provided pursuant hereto; if Subdivider requests such an extension, it may be granted only upon the further condition that the financial institution waive the provisions of Civil Code Section 2819 respecting such extension.

14. When the Performance Security, Laborers' Security and Warranty Security set forth in Paragraphs 9, 11 and 12 above have been deposited with County, County shall approve the Final Map, if such map otherwise meets the requirements of Title 17 of the Amador County Code and the Subdivision Map Act.

15. Any Security required by this Agreement shall be provided on forms approved by the County, and, if applicable, shall be issued from sureties authorized by the California Insurance Commissioner to transact the business of insurance.

16. Subdivider may not assign this Agreement or delegate any of Subdivider's obligations hereunder without the prior written consent of County; provided, however, that nothing in this Paragraph 15 shall prevent Subdivider from entering into one or more construction contracts for construction of the Improvements.

17. In the event Subdivider fails to perform one or more of the conditions herein, County shall have recourse to the security given to guarantee the performance of such acts. County shall have recourse against so much of the security as is necessary to discharge the responsibility of Subdivider hereunder. County shall have recourse against Subdivider for any and all amounts necessary to complete the obligations of Subdivider in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the County, in addition to the costs of the improvements, shall be a proper charge against the security and/or Subdivider.

18. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be determined by the court.

19. This Agreement shall be binding upon all the heirs, successors, and assigns of either party, and the same shall be recorded in the office of the Recorder of Placer County upon its execution, and shall be a covenant running with the land and equitable servitude upon the parcel or parcels of real property subdivided by the map.

20. Each individual executing this Agreement on behalf of an entity represents and warrants to County that he is authorized to do so and to bind the entity to the obligations of

this Agreement.

21. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in Amador County, California.

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

COUNTY:
County of Amador

SUBDIVIDER: *Del Rapini Construction LLC*
Name

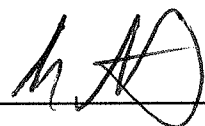
By: _____
Chairman, Board of Supervisors

By:  _____

ATTEST:
JENNIFER BURNS, Clerk of the Board of Supervisors, Amador County, California

By: _____

APPROVED AS TO FORM:
GREG GILLOTT, County Counsel

By:  _____


ALL PARTY SIGNATURES ON THIS DOCUMENT MUST BE ACKNOWLEDGED

Pine Grove Bluffs - Lots 8/9 Common Driveway
 Preliminary Engineers Estimate
 By: Toma & Associates, Engineering & Surveying
 Date: 4-Jan-16

Item No.	Description	Units	No. Units	Unit Cost	Total
1	Mob & Demob.	LS	1	\$1,000	\$1,000
2	Clear & Grub	LS	1	\$1,500	\$1,500
3	Grading	CY	1300	\$6.00	\$7,800
6	AB (3" CI 2 AB)	CY	65	\$90	\$5,850
7	18" Storm Drain	LF	75	\$40	\$3,000
8	Misc. Ditching	LF	480	\$2.00	\$960
13	Erosion Control/Cleanup	LS	1	\$1,500	\$1,500

	Subtotal=	\$21,610	
Contingencies @ 15%	10%	\$2,161	\$3241
Construction subtotal=		\$23,771	\$24851
Public Works fee @ 2.5%		\$594	\$621

APPROVED:

 1/14/16

AMADOR COUNTY



Expires 9/30/17

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

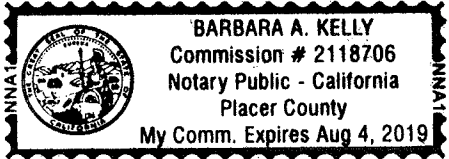
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer
On Jan 18, 2016 before me, Barbara A Kelly, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Robert E. Kapini
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Barbara A Kelly
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document Sub Agreement Document Date: 1-18-16
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____