

AGENDA TRANSMITTAL FORM

<input checked="" type="radio"/> Regular Agenda
<input type="radio"/> Consent Agenda
<input type="radio"/> Blue Slip
<input type="radio"/> Closed Session
Meeting Date Requested: <u>01/10/2017</u>

To: Board of Supervisors
 Date: 01/03/2017

From: Chuck Iley, County Administrative Officer Phone Ext. x470
(Department Head - please type)

Department Head Signature *CIley*

Agenda Title: Agricultural Commissioner and Sealer of Weights and Measures

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Discussion and possible action relative to introduction of Mr. Eric Maybery as Amador County Agricultural Commissioner and Sealer of Weights and Measures and adoption of a Resolution approving the appointment for a term of four years.

Recommendation/Requested Action:
Adoption of 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? Name _____ N/A
 Committee Recommendation: _____

Comments: _____

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

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

FOR CLERK USE ONLY

Meeting Date 1/10/17 Time _____ Item # 5

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

Distributed on _____
 Completed by _____
 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:

RESOLUTION APPROVING THE APPOINTMENT) RESOLUTION NO. 17-xxx
OF ERIC MAYBERRY TO A FOUR YEAR TERM)
AS AGRICULTURAL COMMISSIONER AND)
SEALER OF WEIGHTS AND MEASURES)

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the appointment of Eric Mayberry to a four year term as Agricultural Commissioner and Sealer of Weights and Measures, pursuant to Division 2, Chapter 2, Article 2, Section 2121 of the California Food and Agricultural Code.

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 10th day of January, 2017, by the following vote:

AYES: Richard M. Forster, Brian Oneto, Lynn A. Morgan, Frank Axe and Patrick Crew

NOES: None

ABSENT: None

Richard M. Forster, Chairman

ATTEST:

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

Deputy

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 01/05/2017

From: Richard M. Forster, Chairman
 (Department Head - please type)

Phone Ext. x470

<input checked="" type="radio"/> Regular Agenda <input type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: <u>1/10/17</u>

Department Head Signature _____

Agenda Title: Amador-Tuolumne Community Action Agency

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Presentation by Mr. Raj Rambob, A-TCAA Executive Director, relative to accomplishments in the past year, upcoming goals and objectives and a request to release funding in the amount of \$16,000, representing Amador County's annual share of local contributions to the A-TCAA Joint Powers agreement, already included in the 2016-2017 budget.

Recommendation/Requested Action: _____

Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts
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Is a 4/5ths vote required? Yes <input type="radio"/> No <input type="radio"/>	Contract Attached: <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A Resolution Attached: <input 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? N/A <input type="checkbox"/> Name _____ Committee Recommendation: _____	

Request Reviewed by:

Chairman _____	Counsel _____
Auditor _____	GSA Director _____
CAO _____	Risk Management _____

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

Auditor _____

FOR CLERK USE ONLY

Meeting Date <u>1/10/17</u>	Time _____	Item # <u>6</u>
Board Action: Approved Yes ___ No ___	Unanimous Vote: Yes ___ No ___	
Ayes: _____	Resolution _____	Ordinance _____
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 _____		




**AMADOR COUNTY
ADMINISTRATIVE AGENCY**

County Administration Center
810 Court Street • Jackson, CA 95642-9534
Telephone: (209) 223-6470
Facsimile: (209) 257-0619
Website: www.co.amador.ca.us

January 4, 2017

MEMORANDUM

TO: Amador County Board of Supervisors

FROM: Chuck Iley, County Administrative Officer 

RE: ATCAA Presentation

ATCAA (Amador-Tuolumne Community Action Agency) is presenting its annual report and requesting the release of the County's annual membership fees. The fees for FY 16/17 are \$16,000 and are contained within the Annual Budget.

Historically, the Chairman has asked that organizations and agencies such as this make annual presentations to the BOS to demonstrate how the County's funds are being utilized to the advantage of its citizens. I will continue with that practice until the Board directs otherwise.



AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY

"Helping People, Changing Lives"

FOOD BANK • ENERGY & HOUSING RESOURCES • HEAD START • LIFELINE • YOUTH & FAMILY RESOURCES • REFERRALS: www.infonettc.org

AMADOR SERVICE CENTER

935 S. Highway 49, Jackson, CA 95642
Phone: (209) 223-1485 / Fax: (209) 223-4178

www.atcaa.org

TUOLUMNE SERVICE CENTER

427 N. Highway 49, Suite 305, Sonora, CA 95370
Phone: (209) 533-1397 / Fax: (209) 533-1034

October 5, 2016

Chuck Iley, County Administrative Officer
Amador County Board of Supervisors
810 Court Street
Jackson, CA 95642

Dear Mr. Iley,

Enclosed is an Amador County Claim Form requesting payment of \$16,000 as approved in the 2016-2017 Amador County Budget, for Amador County's annual share of local contributions to the Amador Tuolumne Community Action Agency (ATCAA) Joint Powers Agreement (JPA).

Thank you for the continued support extended to our agency by Amador County.

Sincerely,

Shelly Hance
Executive Director

Enclosure

cc: Administrative file (9139.1)

AGENDA TRANSMITTAL FORM

<input checked="" type="radio"/> Regular Agenda <input type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: 01/10/2017

To: Board of Supervisors

Date: 01/03/2017

From: Richard M. Forster, Chairman Phone Ext. x470
 (Department Head - please type)

Department Head Signature _____

Agenda Title: Chamber of Commerce

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

Presentation by Chamber of Commerce representatives relative to accomplishments in the past year and upcoming goals and objectives and a request for funding in the amount of \$35,000, an increase of \$5,000 over their budgeted amount.

Recommendation/Requested Action:

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? Name _____ N/A

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____
 Auditor _____ GSA Director _____
 CAO _____ Risk Management _____

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

Auditor _____

FOR CLERK USE ONLY

Meeting Date 1/10/17 Time _____ Item # 7

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
--	---	--




**AMADOR COUNTY
ADMINISTRATIVE AGENCY**

County Administration Center
810 Court Street • Jackson, CA 95642-9534
Telephone: (209) 223-6470
Facsimile: (209) 257-0619
Website: www.co.amador.ca.us

January 4, 2017

MEMORANDUM

TO: Amador County Board of Supervisors
FROM: Chuck Iley, County Administrative Officer 
RE: Chamber of Commerce Funds Request

The Chamber of Commerce has submitted the attached request for \$35,000 from the Board of Supervisors during FY 16/17.

The 16/17 Budget has a line item for \$55,000, of which \$25,000 has already been disbursed to the Chamber, leaving a balance of \$30,000. This line item can be found in the Promotion Budget (1910).

The \$25,000 that was already disbursed was the amount budgeted for the Chamber in 15/16, but it was not disbursed due to a staff error (mine). With Board approval, the 16/17 budget was modified at Final Budget to reflect the amount that was not received in 15/16, and the 15/16 amount was immediately disbursed.

The request for \$35,000 reflects an increase of \$5,000 over the amount budgeted for the Chamber of Commerce. The Chamber's request specifically identifies the request as being from Transient Occupancy Tax (TOT). In reality, all of the TOT tax that is received goes to the General Fund, with no legal obligation to distribute it towards promotion. However, the Board made a previous, non-binding, commitment to allocate all increases in TOT that are attributable to the increase in the TOT rate from 6% to 10% to the Amador Council of Tourism (ACT). There is nothing that would prevent the Board from allocating the funds that were previously allocated to ACT to the Chamber of Commerce.

The Board has budgeted \$101,500 to ACT for FY 16/17, of which 49,600 has been disbursed to date. I have asked ACT to request disbursement in multiple installments for cash flow purposes, and they have complied. The County has budgeted for a total of \$211,000 in receipts from TOT taxes, and the total contained within the Promotion budget is \$166,793.

If the Board wishes to grant the additional \$5,000 request to the Chamber, there are several options to accomplish this:

1. The Board can take the funds from ACT and give them to the Chamber. There may be ramifications to the ACT budget that are unknown at this time.
2. The Board can cut from another area of the General Fund and allocate those funds to the Chamber of Commerce.
3. The Board can take the funds from Contingencies, although this will leave the County with a shortage next year unless staff is directed to return the Chamber to its \$30,000 funding level in FY17/18. Given the uncertainty of future revenues, the potential for an economic downturn, rising PERS costs, and the additional costs associated with operating the new jail facility, I would recommend that the Board consider holding tight to current funding levels and not increase spending without cutting in other areas. The Contingency account currently sits at \$968,000, with the Board having previously authorized the use of \$32,000 from that fund.



115 Main St. Jackson CA ❖ PO Box 596 ❖ Phone (209) 223-0350 ❖ Fax (209) 223-0508

November 15, 2016

To: Amador County Board of Supervisors

RE: TOT Funding

The Amador County Chamber of Commerce & Visitors Bureau request funds to continue to develop programs to enhance business, economic development and county programs.

The Chamber has been serving the community for more than 85 years. We focus on encouraging and promoting business development, while providing valuable information and resources to local businesses, residents and visitors alike.

Mission Statement: The Amador County Chamber of Commerce was organized for the purpose of advancing the economic, commercial, tourism, civic, industrial, recreational and general interests of and within the County of Amador, California, and its trade area.

Plan of Implementation:

1. **Education:** Continue to build on workshop business training for the community (6 or more annually).
2. **Staffing:** Expand the Chamber's base of volunteers. Continue with paid staff to keep our office open consistent hours.
3. **Town Hall Meetings:** Organize open forum meetings.
4. **Buy Local Promotion:** Continue "Buy Local" campaign.
5. **Business Support:** Ribbon cuttings, grand opening celebrations, media coverage, and independent member web page on the Chamber Website. Enhance what we do for our members located on Main St. Jackson in county seat. Business Person of the Year: Select, honor and celebrate a business owner annually.
6. **Chamber Office:** Located on Main Street Jackson, open Monday through Friday and serves the whole county.
7. **Self-Funding and Nonprofit Support:** Ambassador Committee will impress upon our local businesses the value of the Chamber membership.

Amount of Funding Requested:

The Chamber is requesting \$35,000 for the reinvestment of the Transient Occupancy Tax (TOT). Overhead costs are kept to a minimum to maximize the dollars received for promotion of Amador County as a destination. See attached Chamber budget for details of this budget year, July 2016 through June 2017.

Business Development:

The Chamber offers a way for businesses and organizations to come together for the betterment of all the communities that make up our county. It harnesses the tremendous potential of the private enterprise system and enables its membership to accomplish collectively what no one could do individually.

The Chamber is continuing to offer FREE workshops to help build business sales in our county.

Chamber Office:

To better serve the community, the Chamber office is located on Main Street in Jackson. We are averaging between 600 and 700 walk-ins per month. Our office is opened Monday-Friday 10-4 and as necessary for weekends and special events.

In attracting tourists to the area, the Chamber is a major contributor to tourism revenue for our county. The result is a healthier local economy for all of us to enjoy. In fact, tourism has historically been a leading industry in Amador County. As a business owner, membership in the Chamber provides the programs and services needed to reach this significant consumer market.

Membership

Membership is open to all businesses and individuals that maintain a voluntary annual due investment. Benefits of membership include consistent networking and community involvement opportunities, image enhancement, information access, assorted business discounts and community exposure. Chamber monthly mixers are a great way to meet fellow business owners, and stay connected to the Amador County business community. Mixers are hosted at a different business each month. They feature food, beverages, a raffle and best of all, an opportunity to network and socialize.

All members now receive at no cost an independent member web page on our website www.amadorchamber.com. Our website receives over 2000 hits per month.

The chamber offers E-blast opportunities for all members at a minimal cost (electronic mailings sent to a large number of people at the same time). Chamber e-blasts are an ideal way to spread the word about a current promotion, change to a business; such as management, location or hours of operation, or any other announcement you need fellow business owners to have at their fingertips.

When visitors arrive in our County, the Chamber is the first stop for past, present and future tourists, new businesses and family's relocation. Tourism is the largest industry in the County and with the development over the last few year of more destination / attractions available to visitors, the growth has been reflected in increases in TOT and Sales Taxes received. Over 84% of business in the County is affected by and benefits from tourism; therefore sustaining tourism and business promotion is a vital part of the day-to-day operation of the Chamber.

Use of Requested Funds

The Amador County Chamber of Commerce & Visitors Bureau will use funds received from the County Amador to accomplish the following:

Promotional Materials	10,000
Regional/Media/Membership	5,000
Support Services	20,000
Total Discretionary Expense	35,000

Promotional Materials

The cost of print is exorbitant and well beyond the available budget of the Chamber. A Visitors Guide and Amador County Maps are a necessity. Keeping our web site Calendar of Events up to date and hard copies available is very high priority and time consuming. The office staff mailed thousands of pieces of

mail in the last six months to many different states. We also provided literature and brochures to hundreds of visitors every week.

Regional/Media/Membership

We have continued our partnership with Cal-Chamber since 2006 and Sacramento Convention & Visitors Bureau the official on-line travel and meeting planner for Sacramento. To gain prominence in print, reasonable investments must be made. We worked with the San Francisco Examiner on a guide to Amador County and many of our local business and the Chamber purchased ad space. We work cohesively with local news, both print and radio. We would like to continue our association with WACE (Western Association of Chamber Executives).

Support Services

The Chamber web site receives thousands of visitors per month – a strong indication of successful program. Our state of the art website provides our members and visitors with comprehensive information about Amador County. Whether it's up to date information regarding the community or looking for the best in goods or services, the Chamber website will prove to be the resource of choice. Government links and information, local organizations and detailed member web pages are available with a simple click from our home page.

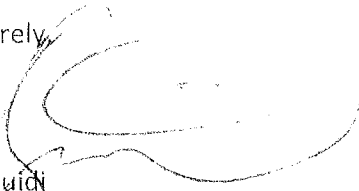
Telephone, office supplies (mostly paper and ink) and postage costs are very expensive.

We staff an Executive Director and one part time office person to maintain our many goals.

The Chamber is governed by an elected Board of Directors. This board comprises leaders of the business community. The Board of Directors and Executive Committee oversees the Chamber Main Street, Jackson office with a managing director and an assistant. The chamber office is opened 6 hours daily Monday through Friday, extended hours as necessary. It is vital to the continued operation of the Chamber to receive funding and your consideration and approval of this proposal would be greatly appreciated.

Sincerely,

Jim Guidi
Président



Amador County Chamber of Commerce
Profit & Loss Budget Overview
 July 2016 through June 2017

	<u>Jul '16 - Jun 17</u>
Ordinary Income/Expense	
Income	
CITY PROMOTION FUNDS	10,000.00
COUNTY ALLOCATION	30,000.00
DONATIONS	500.00
eBlast	1,500.00
JBCA-Jackson Bus/Community Asoc	0.00
MEMBERSHIP RENEWAL	55,000.00
MISCELLANEOUS REVENUE	0.00
MIXER REVENUE	14,000.00
Rent	0.00
SPECIAL EVENTS	
Business Person of the Year	14,000.00
Butte Mt. Fundraiser	0.00
Golden Nugget Award Dinner	8,500.00
Golf Tournament	5,000.00
Trade Show Booth	6,000.00
SPECIAL EVENTS - Other	0.00
Total SPECIAL EVENTS	<u>33,500.00</u>
Web Link/Advertising	0.00
Total Income	<u>144,500.00</u>
Cost of Goods Sold	
RESALE Product	0.00
Total COGS	<u>0.00</u>
Gross Profit	144,500.00
Expense	
BANK CHARGES	
Merchant Bank Card Fee	500.00
PayPal Discount Fees	0.00
Total BANK CHARGES	<u>500.00</u>
Directors/Officers Liquor Ins	300.00
DUES & SUBSCRIPTIONS	
California Chamber of Commerce	250.00
Total DUES & SUBSCRIPTIONS	<u>250.00</u>
FACILITIES & EQUIPMENT	
Furn., Fixt., Equip., Rental	500.00
Garbage Service	0.00

Amador County Chamber of Commerce
Profit & Loss Budget Overview
 July 2016 through June 2017

	<u>Jul '16 - Jun 17</u>
Maintenance & Repair.	1,600.00
Rent	13,200.00
Settlement for Copier	0.00
Utilities	<u>5,250.00</u>
Total FACILITIES & EQUIPMENT	20,550.00
FRANCHISE TAX	75.00
INSURANCE	
LIABILITY INSURANCE	<u>5,000.00</u>
Total INSURANCE	5,000.00
LEGAL & ACCOUNTING	
Attorney Fees	0.00
E-Chamber Software	1,200.00
Outside Accounting Services	350.00
Payroll Services	<u>1,020.00</u>
Total LEGAL & ACCOUNTING	2,570.00
LICENSES & FEES	0.00
MEALS & ENTERTAINMENT	
Lunch w/Member or potential mem	0.00
Meals w/Staff	<u>0.00</u>
Total MEALS & ENTERTAINMENT	0.00
MIXER	3,500.00
OPERATIONS	
Board of Directors Expense	1,200.00
Office Supplies	2,000.00
Postage	1,000.00
Printing & Reproduction	0.00
Printing and Copying	1,000.00
Software/internet hosting fees	0.00
Telephone, Telecommunications	<u>2,030.00</u>
Total OPERATIONS	7,230.00
Payroll	
Payroll Expense	54,804.00
Payroll Taxes	5,196.00
Payroll - Other	<u>0.00</u>
Total Payroll	60,000.00
PROMOTION	
Advertising	6,000.00
Amador County Fair	300.00

Amador County Chamber of Commerce
Profit & Loss Budget Overview
July 2016 through June 2017

	<u>Jul '16 - Jun 17</u>
California State Fair	1,000.00
Christmas Delights	500 00
Constant Contact Fees	0 00
County Maps	0 00
Web Page Hosting/Design	1,200.00
Total PROMOTION	<u>9,000 00</u>
PROPERTY TAXES	0.00
SINKING FUND/MISC. EXPENSE	7,225.00
SPECIAL EVENTS EXPENSES	
Business Person of the Year	12,500.00
Butte Fire Fundraiser	0.00
Education for Membership	1,000.00
Golden Nugget Awards Dinner	6,200.00
Golf Tournament	4,000.00
Membership Dinner	0 00
Trade Show	3,500.00
Total SPECIAL EVENTS EXPENSES	<u>27,200.00</u>
TRAVEL & MEETINGS	
Conference, Convention, Meeting	
Meals/Conference	0.00
Conference, Convention, Meeting - Other	1,000.00
Total Conference, Convention, Meeting	<u>1,000 00</u>
Mileage/Car Allowance	100 00
Total TRAVEL & MEETINGS	<u>1,100.00</u>
Total Expense	<u>144,500.00</u>
Net Ordinary Income	<u>0.00</u>
Net Income	<u><u>0.00</u></u>

AGENDA TRANSMITTAL FORM

To: Board of Supervisors
 Date: 01/03/2017
 From: Brian Oneto, District V
 (Department Head - please type)

Phone Ext. x470

<input checked="" type="radio"/>	Regular Agenda
<input type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>01/10/2017</u>	

Department Head Signature _____

Agenda Title: Plymouth Veterans Pool Project

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Discussion and possible action relative to a request for funding from the Veterans Memorial Fund for installation of fencing at the Veterans Pool in Plymouth. At this time the lowest bid received is in the amount of \$28,877.00.

Recommendation/Requested Action: _____

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

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

Request Reviewed by:

Chairman RMA Counsel _____
 Auditor YOR GSA Director HOP
 CAO ae Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date <u>1-10-17</u>	Time _____	Item # <u>8</u>
Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___		
Ayes: _____	Resolution _____	Ordinance _____
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
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Save

Print Form




**AMADOR COUNTY
ADMINISTRATIVE AGENCY**

County Administration Center
810 Court Street • Jackson, CA 95642-9534
Telephone: (209) 223-6470
Facsimile: (209) 257-0619
Website: www.co.amador.ca.us

January 4, 2017

MEMORANDUM

TO: Amador County Board of Supervisors

FROM: Chuck Iley, County Administrative Officer 

RE: Use of Veteran's Funds for Plymouth Pool Fencing

The City of Plymouth is requesting to utilize the remaining funds in the County's Memorial Fund to pay for a fencing project at the Plymouth Pool that will cost an anticipated \$28,000.

The origin and rules surrounding these funds are unclear, but they are being held in the County's treasury under the jurisdiction of the Board of Supervisors. It is understood that these funds are to be utilized on projects that are approved by a consensus of the veterans in the County. The exact mechanism for determining this consensus is also unclear.

A fund such as this one was set up many decades ago for each supervisorial district. The funds from the other four districts have been expended, but the District 5 fund still contains over \$200,000, which are restricted for this use. This fund is separate from the General Fund and decisions regarding the use of these funds do not affect the General Fund or any of the other funds.



Jennifer Burns <jburns@amadorgov.org>

Fwd: Veteran's Pool Fence Project

1 message

Brian Oneto <boneto@amadorgov.org>

Tue, Jan 3, 2017 at 2:09 PM

To: Jennifer Burns <jburns@amadorgov.org>

Cc: Richard Forster <rforster@amadorgov.org>, Chuck Iley <ciley@amadorgov.org>, Tacy Rouen <Trouen@amadorgov.org>

Jennifer,

Please put on the next agenda. I am asking to pay for the installation of fencing at the Veterans Pool in Plymouth with funds from the Veterans Memorial Fund.

At this time the low bid Plymouth received is \$28,877.00.

Thanks,

Brian

----- Forwarded message -----

From: **Jeff Gardner** <JGARDNER@cityofplymouth.org>

Date: Monday, November 28, 2016

Subject: Fwd: Veteran's Pool Fence Project

To: Brian Oneto <boneto@amadorgov.org>

Brian,

Attached are the bids we received for the pool fence project. There was a local company who I got the bid info out to, but they didn't put in a bid.

Last week we discovered another issue. When they went to run the pumps to recirculate the water, they pulled back the cover and the pool was empty. It appears there is an issue with the fiberglass down in the deep end. We are in the process of trying to get someone out to evaluate the problem.

Jeff

Jeff Gardner

City Manager/Finance Director

City of Plymouth, CA

209-245-6941 x257

209-245-6953 FAX

jgardner@cityofplymouth.org

CONFIDENTIALITY NOTICE: This e-mail and any attachments are for the sole use of the addressee(s) and may be privileged, confidential and protected from disclosure. If you have received this message in error or are not the intended recipient, then we (1) advise you that any disclosure, copying, distribution, saving or use of this information is strictly prohibited, and (2) request that you delete this e-mail and any attachments and notify us by reply e-mail or telephone 209-245-6941.

Thank You,

City of Plymouth 9426 Main Street, Plymouth, California 95669 www.cityofplymouth.org

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 01/03/2017

From: Melissa Cranfill, Behavioral Health Director
(Department Head - please type)

Phone Ext. 412

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

Meeting Date Requested:

01/10/2017

Department Head Signature _____

Agenda Title: Residential Lease agreement between KSK Property Management and Amador County Behavioral Health Department

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

The Director of Behavioral Health Department requests the Board of Supervisors approve the lease agreement between Amador County Behavioral Health and George Lee, KSK Property Management for housing for mental health clients.

Budgeted by Mental Health Services Act (MHSA) funding to support stakeholder approved housing initiatives for those with mental illness. This lease agreement is on a month to month basis.

Recommendation/Requested Action:

Approval of lease Agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

MHSA funding for housing

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? Name _____ N/A

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

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

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

Behavioral Health Department - Angie Braun, 2 original copies

FOR CLERK USE ONLY

Meeting Date 1/10/17 Time _____ Item # 9

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 _____
 of _____

ATTEST: _____
 Clerk or Deputy Board Clerk

Save

Print Form

BEHAVIORAL HEALTH DEPARTMENT

10877 Conductor Boulevard, Suite 300 • Sutter Creek, CA 95685 •
Phone (209) 223-6412 • Fax (209) 223-0920 • Toll Free Number (888) 310-6555



Lease Agreement Summary

The four units located on Clay Street in Ione each have a living room, good size kitchen with a dining area, one full bath located in the hall and two bedrooms. Each unit also comes with a one car garage/storage unit. One unit has an attached two car garage as well. The cost for all four units is \$4,200 per month or \$1,050 per unit. These costs include the monthly rent and water fees. The utilities such as gas/electricity and other amenities would be the responsibility of the tenant occupying the unit.

The four-plex offers close proximity to a plethora of vital resources those mental health challenges need to support recovery and independent daily living. Transportation needs can easily be met as Amador Transit has a bus stop located one block away from the unit which provides direct access to the Health and Human Services building. This route also connects to other lines that provide transportation to other areas of Amador County, Sacramento and Calaveras County. A primary care clinic is located less than ¼ mile away from the complex as well—which can easily be accessed by walking or utilizing the bus. Additional resources are also located a short walk (or bus ride) away which include, grocery stores, a pharmacy, schools, banks, the police station and a post office.

In January 2016, MHSA received funds (\$517,348) to support stakeholder-approved housing initiatives for those with serious mental illness. These funds would support the four-plex lease agreement which includes a \$4,200 security deposit and a monthly rental fee of \$4,200 per month. The lease agreement is on a month-to month basis.



**California Capital Insurance Company
Evidence of Property Insurance**

Insured: Gentium Amador LLC 1 Daniel Burnham Ct San Francisco, CA 94109	
---	--

Additional Interest Type: None	Policy Number: 2-DFC-1-1969981
Term Effective Date: 11/16/2016	Expiration Date: 11/16/2017

Legal Text:

Property Location: 115 Clay St, Ione, CA 95640
Property Description: 4 Families Dwelling; Year Built: 1987; Occupancy: Tenant Occupied; Construction: Frame; District 2; Territory: 10; Protection Class: 2

Basic Property Coverages	
Dwelling (Coverage A)	\$727,000
Other Structures (Coverage B)	\$72,700
Contents (Coverage C)	\$20,000
Fair Rental Value (Coverage D)	\$72,700
Policy Deductible: \$2,500	
Optional Coverage & Mandatory Fees	
Extended Replacement Cost Coverage	Up to 200% of Coverage A
Premises Liability (Coverage E)	\$1,000,000
Premises Medical Payments	
Each Person	\$1,000
Each Accident	\$50,000
Total Annual Premium:	\$2,126.00

This is evidence that insurance is in force for the above insured effective 11/16/2016 and will remain in force until the policy is cancelled or until the end of the policy term. The policy is subject to the premiums, forms and company rules in affect as of the term effective date.

Should coverage be cancelled for any reason, the company will give the Additional Interest identified above the same advance written notice of cancellation as the named insured.

Servicing Agency:

Matich-Vukovich Insurance Services - 23940
168 Main St,
Jackson, CA 95642
Telephone: (209) 223-4040

RESIDENTIAL LEASE AGREEMENT

1. **PARTIES.** This Rental Agreement (“Agreement”) is made this 10th day of December, 2016 by and between KSK Property Management (“Lessor”) Amador County Behavioral Health Department (Lessee).
2. **PREMISES.** Lessor agrees to let, and Lessee agrees to rent, those premises described as a 2 Story residential apartment building containing 4 two Bedroom, 1 bath apartments (the “unit”) with a mailing address of 115 Clay Street, Ione CA 95640_ (“Premises”), on the terms and conditions of this Agreement, furnished with those items listed on the attached Unit Move-In/Move-Out Inspection Form, which is incorporated into this Agreement by this reference.
3. **TERM.** The above-described Premises are to be occupied and or taken over by Lessee(s) commencing on _____ 2016 and on a month to month basis thereafter until either party terminates this agreement by giving notice pursuant to Section 28 entitled “Termination”. *Lessor has no liability to Lessee if Lessor cannot deliver the Premises to Lessee due to the holding over by the present occupant without Lessor’s consent.*
4. **RENT.** The total rent monthly is \$4,200.00 and is due on or before the first (1st) day of each calendar month for which rent is payable, and shall be delinquent if not paid by the fifth (5th) day of such month. Rent shall be made payable to Gentium Amador, LLC and mailed to Gentium Amador LLC; One Daniel Burnham Court, Suite 330C, San Francisco CA 94109 or to such other place as Lessor shall designate from time to time in writing. Rent payments shall be made without offset or deductions of any kind, except as specifically allowed by law and without demand. Prior to taking possession of the Premises and as a condition to taking possession, Lessee shall pay the rent for the first (1st) month. If the term of this Agreement does not begin on the first day of a calendar month, the rent for such partial months shall be prorated on the basis of a thirty (30) day month. Lessor may require that all rent and other sums due from Lessee shall be paid in one monthly check rather than multiple checks. All monthly payments shall be made at a single time each month.
5. **LATE PAYMENT AND DISHONORED CHECK FEES.** Lessee acknowledges that late payment by Lessee to Lessor of rent and other sums due under this Agreement will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Rent is due on the first day of each month, and is delinquent on the sixth day. A late charge of \$75.00 shall be charged to Lessee if any portion of rent is delinquent by 5:00 p.m. on the fifth (5th) day of any month, regardless of holidays. This in no way compromises Lessor’s right to file a Three (3) Day Notice to Pay Rent or Quit at any time after the first day of each month. Also, if Lessee’s check is dishonored and returned, Lessee shall pay to Lessor the amount of the check in cashier’s check plus a \$35.00 administration charge for each dishonored check immediately upon notification to Lessee that such check has been returned. The receipt of a check by Lessor shall not be considered payment to Lessor if the check is dishonored or not paid for any reason. If Lessee’s checks are dishonored more than once, Lessor may require, upon thirty (30) days written notice to Lessee, that all future rent be paid by certified check, money order or cashier’s check. Lessor through oversight accepts Lessee’s personal check, such acceptance shall not be deemed to be a waiver of the above noticed requirement.

- 6. SECURITY AND DAMAGE DEPOSIT.** Prior to taking possession of the Premises, Lessee shall pay a security, cleaning and damage deposit in the amount of \$4,200.00. This deposit shall be held by Lessor as security for the faithful performance by Lessee of the terms and conditions of this Agreement, including the payment of rent and other sums payable by Lessee, and for any cleaning and repairing required to restore the Premises in the same condition as when received by Lessee, reasonable wear and tear excepted. This deposit shall be held by Lessor subject to California Civil Code Section 1950.5 and any amounts remaining shall be returned to Lessee no later than three (3) weeks after Lessee returns possession of the Premises to Lessor. Deposits shall not be deducted from rent or other amounts payable by Lessee. No trust relationship is created between Lessor and Lessee with respect to this deposit, and this deposit may be commingled with other funds held by Lessor. Upon termination, Lessee shall also notify Lessor in writing of the address to which any refund from this deposit is to be sent by Lessor. If any portion of this deposit is used during the term of the Agreement, Lessee shall add money as necessary to the deposit so that the amount of the deposit equals the amount originally deposited. Lessor may, but is not required to apply this deposit to any default. The fact that Lessor is holding this deposit shall not prevent Lessor from maintaining an action for possession of the Premises or for the recovery of amount is due from Lessee nor affect Lessor's right to possession of the Premises for non-payment of rent or for any other reason.
- 7. UTILITIES.** The Lessee shall arrange for and pay for all electricity, gas, telephone, and other public utilities services, including deposits, except as follows: NONE. Lessor shall not be liable, nor shall there be any abatement of rental for failure to furnish any of these services when such failure is caused by accident, breakage, repairs, strikes, lockouts, or by any other cause, similar or dissimilar, beyond the control of Lessor. Landlord shall not be liable under any circumstances for loss of property or injury to person or property, no matter how caused, occurring in any manner through or in conjunction with or incidental to the furnishings as aforesaid to the foregoing services.
- 8. RULES AND REGULATIONS-CONDUCT OF RESIDENT.** Lessee agrees to abide by the Rules and Regulations and applicable CC&R's prescribed by Lessor for use of the Premises and the grounds available to the other Lessees of the building which the Premises are a part, the Rules and Regulations of recreational facilities, and the Rules and Regulations for vehicles and parking, all of which said Rules and Regulations are provided, and all of which said Rules and Regulations shall be a part of this Agreement as though contained herein. Lessees acknowledge they are familiar with the Rules and Regulations and such action by Lessor shall not give Lessees any right to declare this Agreement terminated or void. Lessees shall be strictly responsible for adherence on the part of all persons (including without limitation, any minor children and guests) occupying the unit with the Rules and Regulations for use in occupancy of the unit in the building. Any material breach of those Rules and Regulations by any occupant (including any such minor child or guest) shall constitute grounds for termination of the residency by the Lessor.
- 9. QUIET ENJOYMENT.** In the event that the conduct of Lessees, their family, servants, employees, invitees, licensees, guests, or other persons who come upon the Premises with the express or implied consent of Lessees, either in or about the Premises or in or about the building in which said Premises are located at the areas adjacent thereto, shall be of such nature that Lessor, in its sole discretion, shall determine that the quiet enjoyment of other Lessees, or the ability of Lessor to maintain said Premises in an orderly manner to provide said quiet enjoyment to all Lessees has been or is being impaired, then such conduct shall constitute a breach by Lessees of this Agreement and Lessor shall have the right upon three (3) day notice to Lessees, to retake possession of said Premises and cause Lessees to be removed therefrom as more particularly set forth in Section 23.

10. PETS. Pets of any kind are prohibited on the premises or elsewhere in the building without the prior written consent of Lessor. If Lessee plans to acquire pet on the Premises, it shall be reported immediately to Lessor, who may refuse permission or require an increased Security and Damage Deposit and rent as a condition for Lessor's permission. All pet(s) must always be kept under control and all dogs must be kept on a leash in the area or project in which the Premises are located. Any pet excretion must be cleaned up immediately and removed to a garbage container by the responsible Lessee. Lessee must prevent his or her pet(s) from continuously barking, or making other loud noises. Animals which: (i) are in violation of these provisions ; (ii) have not been registered with Lessor as required by this Section; or (iii) Lessor finds to be vicious by nature or by temperament; shall be removed by Lessee from the Premises upon request of Lessor and, if not removed by Lessee, subject pet(s) may be removed by Lessor and sent to an animal shelter. **NO PETS.**

11. OCCUPANCY AND USE OF THE PREMISES. Lessee agrees that the Premises shall be used for no other purposes than living quarters for Lessees and shall be occupied by no more than 3 persons for each individual apartment unit. Lessee hereby accepts responsibility for guests and visitors in and about the Premises to respect the privacy and comfort of other occupants in the apartment units.

Lessee acknowledges that Lessor shall not be held responsible to Lessee for the non-performance of breach by any other resident or occupant of the building or their guests, of any term, rule, ordinance, statute, or other private or public law or regulation, or for the torts or any other actions of any such persons. Lessee shall not let or sublet all or any part of the Premises, nor assign this Agreement or any interest in it. Lessee shall not conduct any activity on the Premises or anywhere in the project in violation of any ordinance, statute, or regulation of any governmental agency having jurisdiction, or permit such actions to occur.

12. CONDITION OF UNIT. Lessee acknowledges that Lessee has inspected the Premises and has found the Premises to be in good repair and in clean and sanitary condition with appliances (stove and refrigerator, dish washer and garbage disposal), pursuant to the standard set forth in Section 1941.1 of the California Civil Code. Lessee agrees that the condition of the Premises is in a good and clean condition. Lessee agrees to maintain the Premises in the same condition throughout the term of this Agreement and upon vacating the Premises, to return the Premises to Lessor in the same condition of repair and cleanliness as when received, reasonable wear and tear excepted.

13. REPAIRS. Lessees agree that they will take good care of the Premises, its appurtenances, fixtures and equipment, and will not disfigure or deface any part of the Premises or the buildings or facilities of Lessor. Lessees shall be responsible for the cost of the repairs or replacements to the Premises, its appurtenances, fixtures and equipment, and of the buildings and facilities of Lessor when rendered necessary by the misuse or neglect of Lessees, their family, agents, employees, invitees, licensees, guests or any other persons who come upon the Premises with the consent, express or implied of the Lessees. All such repairs or replacements shall be performed solely by Lessor and the cost thereof shall constitute additional rental required of the Lessees under the terms of this Agreement and shall be payable within five (5) days of the delivery by Lessor to Lessees of a statement therefor. At the end of the Agreement term Residents shall surrender the Premises in as good condition as they were at the beginning of the Agreement, reasonable wear and damage by the elements excepted. Lessees shall promptly report to Lessor the malfunction of any appliances or damage to any property or fixture in or about the Premises.

- 14. ALTERATIONS.** Lessee shall make no alterations nor undertake any redecorating without prior written consent of Lessor. No screws, nails or other materials shall be imbedded or attached to the walls or ceiling of the Premises, except that pictures may be hung with picture hooks, using small size nails. No nails shall be put in any wood paneling.
- 15. AUTOMOBILES/PARKING (Subject to Availability).** It is expressly understood and agreed that the assigned parking space of said Premises (if available) is limited to one car parking of any private passenger vehicles and that Resident shall have no right to store any vehicles, boats, or trailers or other property. The Lessee hereby grants to the Lessor the undisputed right within three (3) days' notice, to remove any vehicle from the parking space which is inoperable in Lessor's opinion, and remains inoperable for ten (10) consecutive days. Resident further agrees that any vehicle owned by Lessee remaining on the property after termination of this Agreement may be immediately removed by the Lessor. Lessor will have full immunity from any damages to any vehicle and from damages caused by removal of vehicle. Assigned Parking stall.
- 16. INDEMNITY.** Lessee shall hold Lessor and any agent and employee of Lessor harmless and free from liability, loss, and expense for loss or damage to property, and injury or death to persons, caused by the acts or negligence of Lessee or his guests or invitees or occurring on the Premises or common area, except to the extent caused by the acts of the Lessor, its agents, or employees. Lessee assumes full responsibility for any and all property of Lessee or third persons under Lessee's control placed, stored, or located on the Premises or elsewhere in or around the building. Lessor and Lessor's employees and agents are not responsible for personal injury or property damage caused by the act or omission of another person, whether such act or omission was negligent, intentional, or criminal, and whether or not such act or omission was foreseeable. Lessee shall promptly notify Lessor of any illegal or criminal activity in the building of which Lessee has knowledge.
- 17. INSURANCE.** Lessor shall not be liable for any damages or losses to any person or property, from any cause whatsoever, unless due to Lessor's willful or gross negligent conduct. Without limiting the generality of the foregoing, Lessee hereby expressly releases Lessor from any and all liability for loss or damage to Lessee's property due to theft, vandalism, fire, water, smoke, or other causes whatsoever. In addition, lessee shall provide proof of insurance naming Gentium Amador LLC and KSK management as additional insured.
- 18. ABANDONMENT.** If Lessor reasonably believes Lessee has abandoned the Premises, Lessor may establish abandonment and terminate the tenancy, pursuant to California Civil Code Section 1951.3. If personal property is found on the Premises after the tenancy is terminated or abandoned, Lessor may dispose of such property pursuant to California Civil Code Section 1980, et seq.
- 19. DESTRUCTION.** If there is a partial destruction of the Premises or of Common Area from fire, casualty, or other cause, but the Premises remain habitable, then Lessor shall elect to either: (i) repair damage with ninety (90) days; or (ii) terminate this Agreement, and shall notify Lessee of such election in writing within thirty (30) days after such destruction occurs. If Lessor elects to repair the damage, then: (i) if such partial destruction was caused by an act of Lessee or a guest or invitee of Lessee, repairs shall be made by Lessor at Lessee's expense with no deduction in rent; or (ii) if such partial destruction was not caused by an act of Lessee or a guest or invitee or Resident, the partial destruction shall not terminate this Agreement, but Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based on the extent to which damage to the Premises or Common Area and the making of repairs actually interferes with the normal use and occupancy of the Premises by Lessee.

If such repairs cannot be made within ninety (90) days, then this Agreement may be terminated by either party. In the event of a total destruction of the premises, from whatever cause, or if the Premises are not habitable, this Agreement shall terminate.

- 20. EMINENT DOMAIN OR CONDEMNATION.** Should the land whereon the building containing the demised Premises is situated, or any part thereof, or any portion of the demised Premises, be condemned or taken for public use, then, in that event, upon the taking of same for such public use, this Agreement, at the option of the Lessor, shall be deemed null and void, and the term shall cease and come to an end, anything herein contained to the contrary notwithstanding, and without apportionment of the award. Lessees shall not be entitled to receive any sum, or portion thereof, constituting any award arising out of any such eminent domain or condemnation.
- 21. ENTRY BY OWNER.** Lessor or his agent shall have the right at all times to enter the Premises and inspect the same, pursuant to the California Civil Code Section 1954 provided that Lessee shall be entitled to reasonable notice of entry. Twenty four (24) hours' notice shall be deemed to be such reasonable notice. It is agreed that Lessor may use the services of a locksmith in order to gain entry to the Premises should Lessee fail to be present upon the date and time the Lessor informs Lessee of Lessor's intent to gain entry or otherwise prevents entry to the Lessor. Lessee agrees that Lessor may show the premises within the Thirty (30) day period prior to the expiration of the term of this Agreement to prospective renters at any time after twenty-four (24) hours' prior notice; however, no showing will be conducted except between the hours of 9:00 a.m. and 6:00 p.m.
- 22. BANKRUPTCY AND INSOLVENCY.** The occurrence of any of the following events shall be deemed a material breach of this Agreement and Lessor shall have the option to terminate this Agreement upon learning of such occurrence: (i) the filing of a petition for any proceeding under the Bankruptcy Act or any amendment thereto by the Lessee or any other person or organization against the Resident; (ii) the filing or judgment of a court of competent jurisdiction of insolvency of Lessee; (iii) assignment by Lessee for the benefit of creditors.
- 23. LESSEE'S BREACH.** In the event that Lessee breaches this Agreement, Lessor shall be allowed at Lessor's discretion, but not by way of limitation, to exercise any or all remedies provided herein or at law or in equity. If legal action is commenced by Lessor to enforce any term or condition of this Agreement, then Lessee agrees to pay Court costs and reasonable attorney's fees. Lessee agrees that the non-payment of any rent when due and unpaid, shall be sufficient cause for eviction from the Premises upon proper written notice thereof to Lessee by personal service or any other means of service authorized by law.
- 24. BREACH OF CONDITIONS.** Each and every covenant and term hereof to be kept and performed by the Lessee is expressly made a condition, upon breach whereof Lessor may terminate this Agreement and exercise all rights of entry and re-entry upon said Premises herein provided for.
- 25. NON-WAIVER OF BREACH.** The waiver by Lessor of any breach of any term, covenant, or condition herein contained, shall not be deemed a subsequent waiver of the same, nor of the strict and prompt performance thereof by Lessee in the absence of a written agreement from Lessor to the contrary. The failure or omission of said Lessor to terminate this Agreement, for any violations of its terms, conditions, or covenants, shall not be a consent by the Lessor to such violation, and shall not bar, stop, or prevent said Lessor from terminating this Agreement thereafter, either for such or any subsequent violation of any such

term, condition, or covenant. The acceptance of rent hereunder shall not be, or be construed to be, a waiver of any term, covenant, or condition of this Agreement.

- 26. SUBORDINATION TO ENCUMBRANCES.** This Agreement shall be automatically subordinated to any voluntary lien or encumbrance placed on the property of which the Premises form a part by the Lessor of such property.
- 27. MULTIPLE RESIDENTS.** If there is more than one Lessee: (i) each lessee is jointly and severally liable for all obligations under this Agreement; (ii) any Lessee may give notice to Lessor provided for by this Agreement, and such notice shall bind all other Lessees; (iii) any notice to be given by Lessor to Lessee pursuant to this Agreement may be given to any one such Lessee; (iv) no partial deposit would be refunded by Lessor if less than all Lessees vacate the Premises; any refund of the deposit may be made to the last remaining Lessee left in possession; (v) each Lessee shall remain bound to all the terms and conditions of this Agreement until this Agreement is terminated, or unless a Lessee is released by Lessor in Writing; (vi) it is the responsibility of multiple Lessees to make arrangements between themselves as to deposits or other fees paid by them jointly to Lessor, if less than all such Lessees vacate the premises without termination of this Agreement; and (vii) Lessor may make the refund of any amounts owing to Lessee under this Agreement by joint check to the remaining Lessees.
- 27. TERMINATION.** The tenancy of Lessee may be terminated by Lessor or Lessee by the giving of written notice to the other party of the intention to terminate the tenancy at least thirty (30) days prior to the date of termination, pursuant to California Civil Code Section 1946. Rent is payable by Lessee to Lessor for the entire thirty (30) days period prior to termination whether or not Lessee vacates the Premises prior to the end of the period. Lessee agrees to vacate the premises on or before 5:00 p.m. on the last day of the term. Any holding over thereafter shall result in Lessee being liable to Lessor for "rental damages" at the rate of One Hundred and Fifty Percent (150%) of the rent specified in Section 4.
- 28. PERSONAL PROPERTY.** In the event Lessee fails to vacate the Premises upon termination of this Agreement or in the event Lessee leaves personal possessions in or about the Premises after termination of the Agreement or vacating the Premises, Lessor shall have the right to remove all such property from the Premises and, at its option, store such property at Lessee's sole cost and expense. Such property shall be liable to sale and execution without notice for any sums which may be owing by Resident to Lessor.
- 29. BINDING ON SUCCESSORS.** The terms, covenants, and conditions contained in this Agreement shall inure to the benefit of and shall be binding upon heirs, successors, executors, administrators, and assigns of all the parties.
- 30. NOTICES.** All notices to be given to Lessee may be delivered personally or by depositing the same in the United States mail, postage prepaid and addressed to Lessee at the Premises, whether or not Lessee has departed from, abandoned, or vacated the Premises unless Lessee has given notice to Lessor of a new address, in which case notice shall be given to the new address. All notices to be given to Lessor may be delivered personally or deposited in the United States mail, postage prepaid, addressed to Lessor at the address given for the payment of rent. Notices shall be presumed delivered seventy-two (72) hours after postmarked, or upon personal delivery.

- 32. WATERBEDS AND ANTENNA.** No waterbed or similar water-filled device shall be placed in or about the Premises without prior written consent of Lessor. If such consent is granted by Lessor, the waterbed or device must be fully lined, and Lessee agrees to maintain at all times adequate insurance insuring the Premises against damage from water, and Lessee is to provide Lessor with a certificate of such insurance naming Lessor as an additional insured, and providing Lessor with thirty (30) days' prior written notice of cancellation or modification of such policy. Lessee shall not install any antenna or other communication devices on the exterior of the Premises nor in the Common Area.
- 33. MISCELLANEOUS.** Time is of the essence of this Agreement and of each provision of this Agreement. Words used in the singular shall include the plural where the context requires. All rights, powers, options, and remedies given or granted to Lessor by this Agreement, or by law, are cumulative, and no one of them is exclusive of another. If any provision of this Agreement is held by a court to be void or unenforceable, the other provisions shall remain in full force and effect.
- 34. "MEGAN'S LAW. Notice:** *Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.*"
- 35. ENTIRE AGREEMENT.** There are no other terms, conditions, or agreements, expressed or implied, written or oral, between Lessee and Lessor, their agents, or employees that extend, limit, or in any way modify the terms, covenants, and conditions of this Agreement. This Agreement may be amended, modified, or supplemented only in writing signed by both parties. Any purported oral amendments, modifications, or supplement is void.
- 35. ADDITIONAL TERMS and CONDITIONS THE ADDENDAM ATTACHED HERETO ARE MADE A PART HEREOF: RESIDENTIAL ENVIRONMENTAL HAZARDS: A GUIDE FOR HOMEOWNERS, HOMEBUYERS, LANDLORDS AND TENANTS.**
- 36. SMOKE DETECTORS: Tenant is responsible to immediately inform landlord of any non operable smoke detectors.**
- 37. Appliances and window coverings supplied with the rental unit are the property of the landlord.**
- 38. NO LOCKOUT SERVICE.**

40. Tenant is hereby informed that the outside patio will be accessed by the window washers four times a year for window washing.

NOTICE: As required by law, you are hereby notified that your performance as a resident of this property may be reported to credit reporting agencies.

I/We have read, understand, and agree to all the terms contained in this Agreement.

_____ **Date:** _____

Lessee: Amador County Behavioral Health Department

_____ **Date:** _____

Lessor: KSK Property Management

AGENDA TRANSMITTAL FORM

<input checked="" type="radio"/> Regular Agenda <input type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: <u>01/10/2017</u>
--

To: Board of Supervisors
 Date: 01/04/2017

From: Judy Dias Phone Ext. 473
(Department Head - please type)

Department Head Signature Judy Dias

Agenda Title: 2nd and Final Reading for Approval of an Uncodified Ordinance Amending CalPERS Contract

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

2nd and Final Reading for Approval of an Uncodified Ordinance Amending the Contract between the County of Amador and the Board of Administration of the California Public Employees Retirement Systems to implement a share of cost for Classic members of the PERS Safety Contract

Recommendation/Requested Action:
Approve Ordinance

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

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

Request Reviewed by:

Chairman <u>[Signature]</u>	Counsel _____
Auditor <u>[Signature]</u>	GSA Director _____
CAO <u>[Signature]</u>	Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date 1-10-17 Time _____ Item # 10

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



AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT

• **Administration** (209) 223-6456
• **Benefits** (209) 223-6361
• **Risk Management** (209) 223-6392

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

To: Board of Supervisors
FROM: Judy Dias, Human Resources Director
DATE: January 4, 2017
SUBJECT: Approval of Ordinance authorizing Amendment to CalPERS Contract for PERS Safety Contract

On April 12, 2016 your Board approved the Memoranda of Understanding (MOU's) between Amador County and both the Deputy Sheriffs' Association (DSA) and Sheriffs' Office Management Association (SOMMA). In these agreements both Associations agreed to pay two increased one percent employee shares of pensionable compensation toward the required employer CalPERS pension compensation (Sections 25.18 D, and 25.19 D, respectively), with a 1% salary increase given for each one percent employee CalPERS increase. Once CalPERS has approved this second authorized amendment, all DSA and SOMMA Safety Members will receive the second 1% salary offset. The amendments are required by CalPERS to be separate; the second amendment could not be initiated until the first one was completed (December, 2016).

On December 20, 2016, your Board approved a Resolution of Intention to Approve an Amendment between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors of County of Amador. Also on that same date your Board approved the first reading of the ordinance related to the proposed contract amendment. The County was then able to conduct an independent election of all of the DSA and SOMMA Classic Safety Members as required under Government Code 20474; that election is in process and will be concluded on January 6, 2017, with a majority vote anticipated to approve the amendment.

For information purposes only, the two other Associations with similar provisions in their MOU's opted to not implement similar agreements by PERS Contract Amendment and their CalPERS contributions were adjusted with the 1% salary increases given; such a process is allowable with PERS. All organizations were given the choice of how they wished to proceed, and provided written confirmation of their choices.

CalPERS now requires that a final reading of this Ordinance be approved by your Board which authorizes the amendment to the PERS Safety contract. Attached is that Ordinance, and the Exhibit of the Contract Amendment; the final contract will be issued by CalPERS after this process is completed. This agenda item constitutes the required Final reading for your January 10, 2017 meeting.

It is recommended that the Board approve the Uncodified Ordinance amending the safety contract between the County of Amador and the Board of Administration of the California Public Employees' Retirement System; this will implement the provisions of the Memoranda Of Understanding with DSA and SOMMA.

ORDINANCE NO. _____

AN UNCODIFIED ORDINANCE OF THE BOARD OF SUPERVISORS OF AMADOR COUNTY AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF SUPERVISORS OF AMADOR COUNTY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

-oOo-

The Board of Supervisors of the County of Amador ordains as follows:

SECTION 1: That an amendment to the contract between the Board of Supervisors of the County of Amador and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

SECTION 2: The Chairman of the Board of Supervisors of the County of Amador is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3: This ordinance shall take effect thirty (30) days after the date of its adoption, and prior to the expiration of fifteen (15) days from the passage thereof shall be published at least once in the Ledger-Dispatch, a newspaper of general circulation, published and circulated in the County of Amador and thenceforth and thereafter the same shall be in full force and effect.

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 20th day of December 2016, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD M. FORSTER
Chairman, Board of Supervisors

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

APPROVED AS TO FORM:
GREGORY GILLOTT
County Counsel



California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

**Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Supervisors
County of Amador**

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective October 1, 1947, and witnessed September 2, 1947, and as amended effective June 1, 1954, February 1, 1957, January 1, 1966, December 1, 1980, March 1, 1981, April 1, 1985, July 1, 1988, November 1, 1988, August 1, 1992, October 22, 1992, July 1, 1998, September 1, 2001, March 1, 2006, April 1, 2007, June 1, 2011, January 1, 2012 and December 1, 2016 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

Pursuant to Government Code sections 20460.1, 20469.1, subdivision (b), and 71624, this contract is hereby amended to add the Trial Court of Amador County, hereinafter referred to as Trial Court, as a contracting party. Trial Court shall participate in the Public Employees' Retirement System from and after the implementation date of the Trial Court Employment Protection and Governance Act pursuant to the terms and conditions of this contract, making its employees members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for in this contract and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency."

A. Paragraphs 1 through 20 are hereby stricken from said contract as executed effective December 1, 2016, and hereby replaced by the following paragraphs numbered 1 through 20 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members entering membership in the miscellaneous classification on or prior to June 1, 2011, age 60 for classic local miscellaneous members entering membership for the first time in the miscellaneous classification after June 1, 2011, age 62 for new local miscellaneous members, age 50 for classic county peace officers entering membership in the county peace officer classification on or prior to June 1, 2011 and for classic local prosecutors entering membership in the local prosecutor classification on or prior to the January 1, 2012, age 55 for classic county peace officers entering membership for the first time in the county peace officer classification after June 1, 2011 and for classic local prosecutors entering membership for the first time in the local prosecutor classification after January 1, 2012 and age 57 for new local safety members.
2. Public Agency shall participate in the Public Employees' Retirement System from and after October 1, 1947 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.

- (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
- 4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. County Peace Officers (included as local safety members);
 - b. Local Prosecutors (included as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).
- 5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **FIRE FIGHTERS.**
- 6. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members entering membership in the miscellaneous classification on or prior to June 1, 2011 shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service on and after November 1, 1960, the effective date of Social Security coverage, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
- 7. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after June 1, 2011 shall be determined in accordance with Section 21353 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 60 Modified).
- 8. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).

9. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local prosecutor entering membership in the local prosecutor classification on or prior to January 1, 2012 shall be determined in accordance with Section 21362 of said Retirement Law (2% at age 50 Full).
10. The percentage of final compensation to be provided for each year of credited current service as a classic local prosecutor entering membership for the first time with this agency in the local prosecutor classification after January 1, 2012 shall be determined in accordance with Section 21369 (2% at age 55 Full).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a classic county peace officer entering membership in the county peace officer classification on or prior to June 1, 2011 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
12. The percentage of final compensation to be provided for each year of credited current service as a classic county peace officer entering membership for the first time with this agency in the county peace officer classification after June 1, 2011 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
13. The percentage of final compensation to be provided for each year of credited prior and current service as a new local prosecutor member shall be determined in accordance with Section 7522.25(b) of said Retirement Law (2% at age 57 Full).
14. The percentage of final compensation to be provided for each year of credited prior and current service as a new local county peace officer member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2% at age 57 Full).
15. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20438 ("County Peace Officer" shall include probation officers, deputy and assistant probation officers, juvenile hall employees, and persons employed as peace officers pursuant to Section 830.5 of the Penal Code as described in Government Code Section 20438).
 - b. Section 20965 (Credit for Unused Sick Leave).
 - c. Section 21427 (Improved Nonindustrial Disability Allowance) for local safety members only.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- d. Section 21573 (Third Level of 1959 Survivor Benefits) for local safety members only.
- e. Section 20439 ("County Peace Officer" shall include county jail, detention or correctional facility employees as described in Government Code Section 20439).
- f. Section 21024 (Military Service Credit as Public Service).
- g. Section 20423.6 ("Local Safety Member" shall include local prosecutors, local public defenders, and local public defender investigators as described in Government Code Section 20423.6).
- h. Section 20938 (Limit Prior Service to Members Employed on Contract Date) for local prosecutors only.
- i. Section 20042 (One-Year Final Compensation) for those classic local miscellaneous members and classic county peace officers entering membership in the miscellaneous classification and county peace officer classification on or prior to June 1, 2011.
- j. Section 21548 (Pre-Retirement Option 2W Death Benefit) for local miscellaneous members only.
- k. Section 20475 (Different Level of Benefits). Section 21353 (2% @ 60 Modified formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local miscellaneous members entering membership for the first time in the miscellaneous classification after June 1, 2011.

Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic county peace officers entering membership for the first time in the county peace officer classification after June 1, 2011.

Section 21369 (2% @ 55 Full formula) is applicable to classic local prosecutors entering membership for the first time in the local prosecutor classification after January 1, 2012.

- l. Section 20516 (Employees Sharing Additional Cost):

From and after December 1, 2016 and until the effective date of this amendment to contract, 1% for County Peace Officers in the Amador County Deputy Sheriff's Association and Amador County Sheriff's Office Mid-Management Association.

From and after the effective date of this amendment to contract, 2% for County Peace Officers in the Amador County Deputy Sheriff's Association and Amador County Sheriff's Office Mid-Management Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

16. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on March 1, 1981. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
17. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
18. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21573 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- 19. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
- 20. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
CHERYL EASON
CHIEF FINANCIAL OFFICER
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"
PLEASE DO NOT SIGN "EXHIBIT ONLY"

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Financial Office | Pension Contract Management

Services & Prefunding Programs

P.O. Box 942703 Sacramento, CA 94229-2703

888 CalPERS (or 888-225-7377)

TTY: (877) 249-7442 | Fax: (916) 795-4673

www.calpers.ca.gov

CERTIFICATION OF GOVERNING BODY'S ACTION

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the

_____ of the
(governing body)

(public agency)

on _____.
(date)

Clerk/Secretary

Title

AGENDA TRANSMITTAL FORM

<input checked="" type="radio"/>	Regular Agenda
<input type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
01/10/2017	

To: Board of Supervisors
 Date: 01/03/2017

From: Chuck Iley, County Administrative Officer Phone Ext. x470
(Department Head - please type)

Department Head Signature *Chuck Iley*

Agenda Title: Administrative Agency

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Discussion and possible action relative to scoping and scheduling a Strategic Planning Session for April 4, 2017.

Recommendation/Requested Action:

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 <u><i>RMS</i></u>	Counsel <u><i>[Signature]</i></u>
Auditor <u><i>JOR</i></u>	GSA Director <u><i>[Signature]</i></u>
CAO <u><i>[Signature]</i></u>	Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date 1/10/17 Time _____ Item # 11

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




**AMADOR COUNTY
ADMINISTRATIVE AGENCY**

County Administration Center
810 Court Street • Jackson, CA 95642-9534
Telephone: (209) 223-6470
Facsimile: (209) 257-0619
Website: www.co.amador.ca.us

December 29, 2016

MEMORANDUM

TO: Amador County Administrative Committee
FROM: Chuck Iley, County Administrative Officer 
RE: Strategic Planning Session

Attached, please find a proposal for a Strategic Planning Session from the Alta Mesa Group. This proposal provides for Bill Chiat to facilitate a Strategic Planning Workshop on April 4, 2017, along with all of the preparation that such a workshop would require.

Staff is requesting direction as to any changes to the scope that the Administrative Committee would like to see made, as well as direction to proceed with the scheduling of the workshop.

PROPOSAL

BOARD STRATEGIC WORKSHOP

Amador County Board of Supervisors



Description

It has been years since the Board of Supervisors has held a workshop to reflect on its governance and the strategic direction of the County. The purpose of this proposal is to provide facilitation services for a one-day strategy workshop, prepare the agenda and workshop materials, and facilitate the Board workshop tentatively set for April 4, 2017.

Based on our understanding of your needs, we anticipate three key outcomes from the workshop:

- * Examine and develop strategic priorities for the County
- * Enhance the climate of trust, openness and mutual respect amongst the Board and key executives
- * Review Board governance to more effectively work together to accomplish County goals

Approach to Meeting Your Needs

Alta Mesa Group, LLC (AMG) has provided facilitation services for governing boards and executive teams on public agencies for decades. Based on our understanding of your needs, we propose a two-phase approach to the Board's strategic workshop.

Phase 1: Interviews with Board Members and CAO, and review relevant materials. In preparation for the workshop, AMG will review County background materials, including Board rules, adopted strategies, recent agenda packets and any other relevant County documents. AMG will then conduct interviews with each Board Member, the County Administrator and any other key executives. Interviews are designed to explore expectations, understand reservations, discuss desired outcomes and provide the opportunity for the facilitator to introduce himself and build rapport with each participant. Interviews are anticipated to last 45-50 minutes. Facilitator will work with County staff to organize telephone interviews at convenient times for the Board members.

Following the interviews, the facilitator will prepare a workshop agenda for review by the CAO and Board Chair.

Phase 2: Conduct the Governing Body Strategic Workshop. Based on our understanding of your needs and our experience working with an array of local government governing bodies we will facilitate the Board's strategic workshop. At this point we anticipate the workshop will include the participation of the Board, CAO, County Counsel and Board Clerk.

AMG workshops are structured around adult learning theory and emphasize a practical approach to enhancing skills and building effective working relationships. Our facilitated workshops blend hands-on

PROPOSAL FOR FACILITATION SERVICES

Amador County Board of Supervisors



learning exercises and structured discussions amongst participants with insights and learning moments from the facilitator. The attached "Strategic Workshops" provides an overview of our typical approach. AMG will provide the following services as described in the proposal in association with this contract:

- ◆ Consult with County Administrator and Board Chair
- ◆ Conduct preparatory interviews with the Board Members, CAO and other key executives to discuss goals and outcomes anticipated
- ◆ Prepare workshop design
- ◆ Consult with County Administrator on final agenda
- ◆ Prepare any handout material for County to print
- ◆ Facilitate one-day strategic workshop
- ◆ Debrief with staff

We will provide draft materials for review and approval by the County. Any materials for reproduction will be delivered no later than seven days prior to the workshop in order to provide ample time to prepare.

Amador County will be responsible for all other workshop costs and obligations, including any handout materials, printing, supplemental publications, and any other materials or supplies. The County will provide the facility, all typical equipment including flipcharts and easels, and any food or refreshments for meals and breaks.

Facilitator Experience and Approach

Alta Mesa Group LLC is a public sector consultancy. Our work is focused on leadership practices, governing board effectiveness and organizational development for state and local agencies.

The facilitator for the San Joaquin Board of Supervisors Workshop will be **William "Bill" Chiat**, President of AMG. Mr. Chiat brings over 35 years of experience as a facilitator and instructor in leadership practices, organizational development and board governance. In addition, he has served in senior executive and chief executive roles in state and local governments, including Napa County Executive Officer.

Specific to this proposal, Mr. Chiat has facilitated numerous state, county and city governing boards in areas of governance, strategic planning, effectiveness, policy development, and conflict management. He brings a collegial style to his facilitation that is mixed with humor and insights from the many organizations he has worked. Mr. Chiat is known for his excellent communication skills and entertaining facilitation capabilities. But he will also push groups to deal with difficult issues and engage in challenging conversations. With his extensive facilitation experience with elected and appointed officials, Mr. Chiat is able to help separate interests and political positions and keep participants focused on the goals of the session. Clients range from the cities of Yakima, Vallejo and American Canyon, to the counties of Tuolumne, Madera, San Joaquin and San Bernardino, various LAFCos, and state boards such as the Arizona Historical Society and the Arizona State Parks Board. Mr. Chiat is also an instructor in the Goldman School of Public Policy Executive Education program, University of California – Berkeley.

Mr. Chiat brings particular expertise and experience with California counties and county boards of supervisors. He currently serves as founder and Dean of the CSAC Institute for Excellence in County

PROPOSAL FOR FACILITATION SERVICES

Amador County Board of Supervisors



Government. The Institute provides continuing learning opportunities for county supervisors and senior executives, including the New Supervisors Institute. In this role Mr. Chiat has already worked with many of the supervisors and executives who will be participating in the workshop. He also has familiarity with the issues faced by the county.

Cost Proposal

AMG recognizes the budget constraints of public agencies and strives to keep costs as economical as possible. To reduce costs, we propose Amador County be responsible for reproduction costs, refreshments, meals and facility costs. This proposal includes all professional fees and expenses for preparing, facilitating and debriefing the Workshop. Rates quoted reflect the discounted rates offered to California counties.

Professional fee – interview participants, prepare agenda and materials, conduct workshop, participate in debrief	\$5,500
Anticipated expenses*	\$300
TOTAL	\$5,800

*Expenses for travel are billed on actual basis

Please Note: We have not included costs for printing materials, room rental, refreshments, or other workshop supplies and expenses in this proposal. Our clients generally find it less expensive if they provide these items.

Conclusion

Thank you for the opportunity to submit this proposal to facilitate your Board of Supervisors Workshop. We hope we have demonstrated that AMG can meet your expectations. We bring talent, creativity, enthusiasm and experience to get your job done right. We believe in what you are doing. We believe in where you are going. And we want to be your partner in getting there!

A handwritten signature in black ink, appearing to read "W. Chiat".

William Chiat, President
Alta Mesa Group, LLC

28 December 2016

Strategic Workshops for Public Agency Governing Boards and Executive Teams

RECOMMENDED APPROACH

PHASE 1 **Preparatory Interviews**

Our strategic planning engagements typically begin with interviews with the key stakeholders to help us better understand the various perspectives of the agency and anticipated outcomes from the strategic planning process. We have a standard set of interview questions which examine stakeholder insights on agency performance, strategies, opportunities, challenges and uncertainties. We also solicit input on the draft agenda for the workshop. Key stakeholder may include governing board members, chief executive, staff executives and other stakeholders.

We find individual interviews work best for strategic processes. The interviews are conducted by the same individual who will be facilitating the strategic workshop. Interviews are held in confidence. The information gathered from the interviews is used to inform the agenda and the discussion at the strategic workshop, however the consultant does not share the content of individual interviews or who shared what information. This helps to insure an honest and open conversation and, by better informing the facilitator, contributes to a more productive process. Ideally the interviews can be either face-to-face or by telephone. Interviews typically last 45-60 minutes.

Following the completion of the interviews we prepare a final draft workshop agenda for review by senior staff.

PHASE 2 **Strategic Workshop with Board and Staff**

Based on the needs of the agency, we have found that a Search Conference approach works well in most public agency strategic workshops. Our approach is a hands-on engagement of the participants. We use various discussion techniques to ensure all perspectives are heard and that no one individual or group dominates the discussion. Various group process techniques help eliminate ideas with little agreement, focus participants on areas of agreement and move the group towards consensus on key issues. Where there is disagreement we document that disagreement and help groups identify options for solutions or alternatives.

Among the techniques we use:

- | | |
|---------------------------|-------------------------------|
| * Brainstorm | * Multi-voting |
| * Small group discussions | * Affinity diagram |
| * Nominal group technique | * Strategic plan litmus tests |

Our strategic workshops begin with broad discussions and insights and then narrows those insights to specific agency goals and strategies. The facilitated conversations typically track the following path:

- a) *External Scan*: How has the world changed in the last five years which influence the work of the agency?

- b) *Desirable and Probable Future*: Looking five years out what are the desirable and probable futures for the issues affecting the agency? How can the futures be influenced to help assure the desirable future?
- c) *System Analysis – History*: What are the key milestones and successes of the agency?
- d) *Public Value of Agency*: How does the agency want to be known by the community? What does success look like? Examine the mission and vision for the agency. Develop key values.
- e) *System Analysis – SWOT*: Assess the strengths, weaknesses, opportunities and threats of the agency.
- f) *Strategic Initiatives*: Identify key initiatives for the agency and draft initial short and longer term goals which will move the agency towards the desired future.
- g) *Action Planning*: Identify key strategies and next steps.

At the end of the day the group typically has developed a picture of its desired future, updated or created a mission and vision, identified three to five strategic initiatives and begun work on establishing 12-18 month and four year goals. At this point we ask the group to allow staff – or a small work group – to take the drafted materials and refine them for later review and discussion by the full group. This includes drafting complete language for the mission, vision, and values along with the strategic initiatives and preliminary goals and strategies.

We typically plan a 7-8 hour workshop, beginning at 8:30 AM (start networking refreshments at 8:00 AM) and concluding by 4:00 PM with a working catered lunch. Half-day workshops are possible depending on the desired outcomes from the agency

PHASE 3 Follow Up Workshop

We recommend a follow-up workshop in 30-45 days to review the work refined by staff or the work group and to continue work on constructing the strategy for the agency. This typically a half-day workshop designed to accomplish the following:

- a) *Mission/Vision/Values*: Review and finalize language.
- b) *Strategic Initiatives*: Proposed language is reviewed. Group discusses what success would look like for each initiative and the organizational capacity to achieve those successes.
- c) *Goals and Strategies*: Group reviews specific short and long term goals and identifies measurable strategies to achieve those goals

Since this is a workshop format, the governing board will not be adapting this formally at the workshop. We recommend the outcomes from the two workshops be agendized at a regular meeting for adaption. This allows final refinement by staff, time for public review and opportunity for the public to comment before the governing board takes final action to adopt the strategic direction for the organization.

PHASE 4 Debrief with Agency Executives

We follow up on a workshop with a summary consultation with the agency executive to answer any questions or provide insights from the workshop conversation. As an added service we can be engaged to prepare a draft strategic plan or facilitate follow-up sessions.

AGENDA TRANSMITTAL FORM

<input checked="" type="radio"/> Regular Agenda <input type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: <u>01/10/2017</u>
--

To: Board of Supervisors

Date: 01/03/2017

From: Richard M. Forster, Chairman
 (Department Head - please type)

Phone Ext. x470

Department Head Signature _____

Agenda Title: California State Association of Counties (CSAC)

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

Discussion and possible action relative to appointment of an Alternate to the CSAC Board of Directors.

Recommendation/Requested Action:

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? Name _____ N/A

Committee Recommendation:

Comments: _____

Request Reviewed by:

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

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

FOR CLERK USE ONLY

Meeting Date 1-10-17 Time _____ Item # 12

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____
 Noes _____ Resolution _____ Ordinance _____
 Absent: _____ Comments: _____

Distributed on _____
 Completed by _____
 of _____

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

Save

Print Form

AGENDA TRANSMITTAL FORM

<input checked="" type="radio"/> Regular Agenda <input type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: <u>01/10/2017</u>
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To: Board of Supervisors

Date: 01/03/2017

From: Richard M. Forster, Chairman
 (Department Head - please type)

Phone Ext. x470

Department Head Signature _____

Agenda Title: 2017 Committee Assignments

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Discussion and possible action relative to the 2017 Committee Assignments for Board Members.

Recommendation/Requested Action: _____

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

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

Request Reviewed by:

Chairman <u>RMA</u>	Counsel <u>Ge</u>
Auditor <u>JOR</u>	GSA Director <u>HDP</u>
CAO <u>d</u>	Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date <u>1-10-17</u>	Time _____	Item # <u>13</u>
Board Action: Approved Yes ___ No ___	Unanimous Vote: Yes ___ No ___	
Ayes: _____	Resolution _____	Ordinance _____
Noes _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	Other: _____

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. ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____	Department _____ For meeting of _____	

**AMADOR COUNTY BOARD OF SUPERVISORS
PROPOSED
2017 COMMITTEE ASSIGNMENTS**

The following committees are standing committees. They serve as advisory committees and the recommendations made there from are referred to the full Board for action.

ADMINISTRATIVE (Chairman & Vice Chairman) Forster/Morgan

Budget Issues - All Departments
Health and Human Services Issues
Personnel Issues – All Departments

AGRICULTURE AND NATURAL RESOURCES Forster/Oneto

Agriculture Issues
Agriculture Advisory Committee
Mining Issues
Timber Issues
Weights & Measures Issues

LAND USE..... Axe/Morgan

Land Use Issues

ECONOMIC & COMMUNITY DEVELOPMENT Morgan/Crew

Economic Development Issues, including Sierra West Business Park, Mill site development and Carbondale Industrial Park, and Wicklow Planning

TRIBAL RELATIONS/BVAC JOINT COMMITTEE Forster/Morgan

PUBLIC WORKS Oneto/Crew

Public Works Issues, including Waste Management (Landfill)

WATER / JOINT WATER Oneto/Forster

****AD HOC COMMITTEE ASSIGNMENTS****

The following committees are Ad Hoc committees created to make recommendations to the full Board on a single topic or issue.

Buena Vista Rancheria Litigation Ad Hoc Committee	Forster/Morgan
Ione Band/Plymouth Casino Litigation Ad Hoc Committee	Forster/Morgan
2015/2016 Budget Ad Hoc Committee	Forster/Morgan

**** OTHER APPOINTMENTS ****

Administrative Abatement Hearing Board (Chairman of the Board or his designee)	Axe/Crew
Airport Committee	Axe/Crew
Airport Land Use Commission (ALUC)	Crew/Axe
Amador County Transportation Commission (ACTC)	Oneto/Forster/Crew*
Amador County Recreation Agency (ACRA)	Morgan/Axe/Forster*
Amador County Solid Waste Management Regional Agency	Oneto/Morgan/Axe*
Amador Economic Development Corporation (AEDC)	Forster/Morgan
Amador-Tuolumne Community Action Agency (A-TCAA)	Axe/Morgan*
Amador Regional Sanitation Authority (ARSA)	Forster/Axe
Amador County Tree Mortality Committee	Morgan/Forster
Area 12 Agency on Aging	Morgan/Axe*
Calaveras Amador Mokelumne River Authority (CAMRA)	Oneto/Forster/Morgan*
California State Association of Counties (CSAC) Board of Director	Forster/Boitano*
CSAC Excess Insurance Authority	Forster/Lisa Hopkins*
Housing, Land Use and Transportation (CSAC)	Forster/Crew*
Agricultural & Natural Resources (CSAC)	Forster/Morgan*
Central Sierra Child Support Agency	Morgan/Axe/Crew*
First 5 Amador Commission (Proposition 10)	Forster/Axe*
Commission on Aging	Axe/Morgan*
Disaster Council	Chairman/Vice Chairman
East Bay Municipal Utility District (EBMUD) Liaison Committee	Oneto
Emergency Medical Care Committee (EMCC) and Emergency Medical Services Agency (EMSA)	Morgan/Oneto*
Health Benefits Advisory Committee	Crew/Morgan*
Kennedy Mine Foundation	Crew/Oneto*
Local Agency Formation Commission (LAFCO)	Oneto/Crew/Morgan*
Local Enforcement Agency Hearing Panel (LEA)	Morgan *
Mental Health Board	Morgan/Forster*
Mokelumne River Association and Upper Mokelumne Watershed Association	Oneto/Morgan*
Upper Mokelumne River Watershed Authority (UMRWA)	Oneto/Axe*
Mother Lode Job Training Agency Governing Board	Morgan/Axe*
Mountain Counties Air Basin (MCAB) and Mountain Counties Water Resources	Oneto/Morgan
National Association of Counties (NACo)	Forster/Morgan*
Rural County Representatives of California (RCRC)	Oneto/Morgan*
Golden State Finance Authority (GSFA)	Oneto/Morgan*
Environmental Services Joint Powers Authority (ESJPA)	Morgan/Jim McHargue/Oneto*
Regional Traffic Mitigation Oversight Committee	Forster/Oneto*
Sierra Nevada Conservancy Sub Region Board	Forster/Oneto*
UCCEE Central Sierra Multi County Partnership Advisory Council	Oneto/Forster*
USFS MOU Committee	Oneto/Morgan
Vehicle Abatement Authority	Morgan/Axe*

* denotes alternate member

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 01/05/2017

From: Jennifer Burns, Clerk of the Board
(Department Head - please type)

Phone Ext. x470

<input checked="" type="radio"/>	Regular Agenda
<input type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested: <u>5/10/17</u>	

Department Head Signature _____

Agenda Title: Minutes

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

Review and possible approval of the December 20, 2017 Board of Supervisors Meeting Minutes.

Recommendation/Requested Action: _____

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

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

Request Reviewed by:

Chairman _____	Counsel _____
Auditor _____	GSA Director _____
CAO _____	Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date <u>1-10-17</u>	Time _____	Item # <u>14</u>
Board Action: Approved Yes ___ No ___	Unanimous Vote: Yes ___ No ___	
Ayes: _____	Resolution _____	Ordinance _____
Noes _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	Other: _____

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 _____		

Save

Print Form

AGENDA TRANSMITTAL FORM

<input checked="" type="checkbox"/>	Regular Agenda
<input type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
January 10, 2017	

To: Board of Supervisors

Date: January 4, 2017

From: Susan Grijalva
(Department Head - please type)

Phone Ext. 380

Department Head Signature *Susan Grijalva*

Agenda Title: HOFFMANN, ERIK - Request for variances from County Code Section 19.48.110(M), setback from centerline of road, and County Code Section 19.24.040, side yard building setback.

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

Consideration of Planning Commission's recommendation to approve a request for variances from County Code Sections 19.48.110 (M), which requires structures to be set back a minimum of fifty feet (50') from the centerline of the traveled roadbed of all county and state highways, and 19.24.040, which requires a ten-foot (10') side yard building setback on corner lots in the "R1," Residential Single Family District, to allow construction of a 16' x 20' detached garage 28 feet from the centerline of Cedar Heights Drive North, and 5 feet (5') from the side property line.

The property is located at 16095 Cedar Heights Drive North, approximately 300 feet south of Buckhorn Ridge Road (APN 023-260-021).

Recommendation/Requested Action:

Adopt a resolution approving the variances from the side yard building setback and the setback from the centerline of the road.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

Committee Review? N/A

Name Planning Commission

Committee Recommendation: Approval

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

Comments: _____

Request Reviewed by:

Chairman *BMT*

Counsel *Ge*

Auditor *JGR*

GSA Director *HP*

CAO *[Signature]*

Risk Management _____

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

Planning, Building

FOR CLERK USE ONLY

Meeting Date 1-10-17 Time _____ Item # 15

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

 Completed by _____

 of _____

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

STAFF REPORT TO: THE AMADOR COUNTY BOARD OF SUPERVISORS
FOR MEETING OF: JANUARY 10, 2017

PUBLIC HEARING Request by Erik Hoffmann for Variances from County Code Sections 19.48.110(M) and 19.24.040 to allow for the construction of a 16' x 20' detached garage approximately 28 feet from the center line of Cedar Heights Drive North, and 6 feet from the side property line in the "R1" zoning district. (APN 023-260-021).

APPLICANTS: Erik Hoffmann

SUPERVISORIAL DISTRICT: 3

LOCATION: 16095 Cedar Heights Drive North, Pioneer, CA, approximately 300 feet south of Buckhorn Ridge Road

- A. GENERAL PLAN DESIGNATION:** R-R, Rural Residential
- B. PRESENT ZONING:** "R1," Single Family Residential
- C. STAFF ANALYSIS:** The applicant is proposing to construct a 16' x 20' detached garage 28 feet from the front property line and 5 feet from the side property line. Section 19.48.110(M) establishes a building setback of 50 feet from the centerline of all adjacent roadways; Section 19.24.040 establishes the side yard building setback as 10 feet for corner lots.
- Cedar Heights Drive North is a private road with a private right-of-way 25 feet on each side of the road centerline. The subject property is triangular in shape, with the front and rear property lines running congruent with the centerlines of the roadway, and the right-of-way extends 25 feet into the front and rear of the parcel. The proposed garage will be located 28 feet from the centerline of the adjoining front roadway, keeping it completely outside the private right-of-way. The location of the septic system on the parcel prevents locating the garage further back from the roadway.
- The building code requires a minimum separation of 6 feet between dwellings and detached accessory buildings. The application of this requirement necessitates that the garage be located closer to the western side property line than the 10-foot zoning setback established by County Code Section 19.24.040. The convergence of the right-of-way lines along the front and rear property lines prevents location of the garage on the opposite (east) end the parcel.
- D. STAFF RECOMMENDATION:** This request has been reviewed by staff which found no technical objections to the variances, and recommends approval subject to the findings and conditions below.
- E. PLANNING COMMISSION ACTION:** The Planning Commission, during their regular meeting of December 13, 2016, unanimously recommended approval of the variances to the Board of Supervisors, subject to the findings and conditions below. The Planning Commission recommended approval of a side yard building setback of five feet (5') due to the Environmental Health Department's condition that the garage maintain a ten-foot (10') from the septic system. Draft minutes from the Planning Commission meeting are attached for reference.
- F. BOARD OF SUPERVISORS ALTERNATIVES:** The Board of Supervisors may deny the request, approve the Planning Commission's recommendation (including the five-foot (5') side yard setback) subject to the findings and conditions below, or approve the Planning Commission's recommendation with other findings and conditions as the Board of Supervisors deems appropriate.
- G. PROPOSED FINDINGS AND CONDITIONS:** If the Board of Supervisors moves to approve the variances as recommended by the Planning Commission, the following findings and conditions are recommended for adoption:

Findings:

1. *These variances do not constitute the granting of a special privilege inconsistent with the limitations to which other lots in the vicinity with like zoning are subject;*
2. *Due to the shape of the subject parcel, the strict application of the front and side building setbacks are found to deprive the subject property of privileges enjoyed by other properties in the vicinity under identical zone classifications; and*
3. *These variances will not have a significant adverse effect on the environment and are categorically exempt according to Section 15305, Class 5 (minor setback variances not resulting in the creation of any new parcel) of the State CEQA Guidelines and a Notice of Exemption will be filed with the County Recorder.*

Conditions:

1. *The project shall be substantially the same as that which has been submitted and approved (see attached plot plan);*
2. *A minimum of 28 feet from the front (north) property line and 5 feet from the side (west) property line shall be maintained;*
3. *The footprint of the garage shall be located no closer than 10 feet from any leach line or septic tank. This same setback is required for any new paving or other ground covering that may be associated with the proposed garage. Care must be taken to ensure any grading work doesn't damage the existing septic tank or building sewer.*
4. *If the variances have not been used within one year after a date of granting thereof, then without further action by the Planning Commission or Board of Supervisors, the variances granted shall be null and void.*

Recording requested by:
BOARD OF SUPERVISORS
When recorded send to:
BOARD OF SUPERVISORS

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

IN THE MATTER OF:

RESOLUTION APPROVING VARIANCES TO
COUNTY CODES §19.48.110(M) REQUIRING 50'
BUILDING SETBACK FROM THE CENTERLINE
OF ROADS, AND §19.24.040 - R1 DISTRICT)
REGUALTIONS REQUIRING A 10' BUILDING)
SETBACK FROM SIDE PROPERTY LINES FOR)
CORNER LOTS - TO ALLOW CONSTRUCTION OF)
A 16' x 20' GARAGE AT 16095 CEDAR HEIGHTS)
DRIVE NORTH APN 023-260-021 - ERIK)
HOFFMANN)

RESOLUTION NO. 17-XXX

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve a request for variance from County Codes §19.24.040 which requires a ten (10) foot side building setback on corner lots in the "R1," Single Family Residential District and 19.48.110(M), which requires structures to be set back a minimum of fifty (50) feet from the centerline of the traveled roadbed of all county and state highways, to allow construction of a 16' x 20' garage within five (5) feet of the side property line and twenty-eight (28) feet from the centerline of Cedar Heights Drive North.

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 10th day of January, 2017, by the following vote:

AYES:
NOES:
ABSENT:

CHAIRMAN, Board of Supervisors

ATTEST:

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

PUBLIC HEARINGS

Item 2 - Request by Erik Hoffmann for a Variance from County Code Sections 19.48.110(M) and 19.24.040 to allow for the construction of a 16' x 20' detached garage approximately 28 feet from the center line of Cedar Heights Drive North, and 6 feet from the side property line in the "R1" zoning district.

Applicants: Erik Hoffmann

Supervisorial District: 3

Location: 16095 Cedar Heights Drive North, Pioneer, CA, approximately 300 feet south of Buckhorn Ridge Road (APN 023-260-021).

Chuck Beatty, Planner, summarized the staff report which is hereby incorporated by reference into these minutes as though set forth in full. Mr. Beatty stated proposed condition number 3 would need to be changed based on the email from Environmental Health.

Erik Hoffmann, applicant, asked the Commission to reduce the side setback to 5 feet from the side property line due to the Environmental Health condition to maintain 10 feet from the septic system.

Ms. Grijalva stated the 10' side setback is unique to this parcel because most of the neighbors have a 5' side setback. This parcel is a corner lot and there is no rear lot line so the side setback is 10 feet.

Commissioner Byrne did not see any problems with the request; the applicant has an odd shaped piece of property and is requesting what the neighbors have for setbacks.

MOTION: It was moved by Commissioner Byrne, seconded by Commissioner Callsen and unanimously carried to close the public hearing.

Ms. Grijalva recommended the Planning Commission include the recommendation for a 5 foot setback as a part of the motion.

MOTION: It was moved by Commissioner Byrne, seconded by Commissioner Callsen and unanimously carried to recommend approval of a 28' front and 5' side setback variance to the Board of Supervisors subject to the conditions and findings contained in the staff report and to revise Condition Number 3 based on the memo from Environmental Health, and find the project is categorically exempt from CEQA.

NOTE: Mr. Beatty advised the Planning Commission recommended approval of the Hoffmann variance request. This matter will be heard at a future Board of Supervisors meeting and notices will be mailed out.

Adjournment: At 7:25 p.m. Chairman Lindstrom adjourned this meeting of the Planning Commission, to meet again on January 10, 2017 or thereafter.

Ray Lindstrom, Chairman
Amador County Planning Commission

Heidi Jacobs, Recording Secretary
Amador County Planning Department

Susan C. Grijalva, Planning Director
Amador County Planning Department

DRAFT

DRAFT

**STAFF REPORT TO: THE AMADOR COUNTY PLANNING COMMISSION
FOR MEETING OF December 13, 2016**

ITEM 2 - Request by Erik Hoffmann for a Variance from County Code Sections 19.48.110(M) and 19.24.040 to allow for the construction of a 16' x 20' detached garage approximately 28 feet from the center line of Cedar Heights Drive North, and 6 feet from the side property line in the "R1" zoning district. (APN 023-260-021).

APPLICANTS: Erik Hoffmann

SUPERVISORIAL DISTRICT: 3

LOCATION: 16095 Cedar Heights Drive North, Pioneer, CA, approximately 300 feet south of Buckhorn Ridge Road

- A. GENERAL PLAN DESIGNATION:** R-R, Rural Residential
- B. PRESENT ZONING:** "R1," Single Family Residential
- C. DESCRIPTION:** The applicant is proposing to construct a 16' x 20' detached garage 28 feet from the front property line and 6 feet from the side property line. Section 19.48.110(M) establishes a building setback of 50 feet from the centerline of all adjacent roadways; Section 19.24.040 establishes the side yard building setback as 10 feet for corner lots.

Cedar Heights Drive North is a private road with a private right-of-way 25 feet on each side of the road centerline. The subject property is triangular in shape such that the front and rear property lines are congruent with the centerline of the roadway, and the right-of-way extends 25 feet into the front and rear of the parcel. The proposed garage will be located 28 feet from the centerline of the adjoining front roadway, keeping it completely outside the private right-of-way. The location of the septic system on the parcel prevents locating the garage further back from the roadway.

The building code requires a minimum separation of 6 feet between dwellings and detached accessory buildings. The application of this requirement necessitates that the garage be located closer to the western side property line than the 10-foot zoning setback established by County Code Section 19.24.040. The convergence of the right-of-way lines along the front and rear property lines prevents location of the garage on the opposite (east) end the parcel.

- D. STAFF RECOMMENDATION:** This request has been reviewed by staff which found no technical objections to the variance, and recommends approval subject to the findings and conditions below.
- E. FINDINGS AND CONDITIONS:** If the Planning Commission moves to recommend approval of the variance to the Board of Supervisors, the following findings conditions are recommended for adoption:

Findings:

- 1. This variance does not constitute the granting of a special privilege inconsistent with the limitations to which other lots in the vicinity with like zoning are subject;*
- 2. Due to the shape of the subject parcel, the strict application of the front building setback is found to deprive the subject property of privileges enjoyed by other properties in the vicinity under identical zone classifications; and*
- 3. This variance will not have a significant adverse effect on the environment and is categorically exempt according to Section 15305, Class 5 (minor setback variance not resulting in the creation of any new parcel) of the State CEQA Guidelines and a Notice of Exemption will be filed with the County Recorder.*

Conditions:

- 1. The project shall be substantially the same as that which has been submitted and approved (see attached plot plan);*

2. *A minimum of 28 feet from the front (north) property line and 6 feet from the side (west) property line shall be maintained;*
3. *The proposed garage shall maintain the required setbacks from the on-site septic system;
and*
4. *If the variance has not been used within one year after a date of granting thereof, then without further action by the Planning Commission or Board of Supervisors, the variance granted shall be null and void.*



PLANNING DEPARTMENT
LAND USE AGENCY

County Administration Center
810 Court Street • Jackson, CA 95642-2132
Telephone: (209) 223-6380
Website: www.co.amador.ca.us
E-mail: planning@amadorgov.org

APPLICATION REFERRAL

TO: Mike Israel, Environmental Health Department
Jered Reinking, Department of Transportation and Public Works
Steve Stokes, Building Department
David Bellerive, Amador Fire Protection District
Steve Zanetta, Surveying Department
Greg Gillott, County Counsel

DATE: November 23, 2016

FROM: Chuck Beatty, Planner III

PROJECT: Request by Erik Hoffmann for a Variance from County Code Sections 19.48.110(I) and 19.48.110(M) to allow for the construction of a detached garage approximately 28 feet from a private road right-of-way which parallels the front property line and 6 feet from the side property line in the "R1" zoning district. The required setback from the road centerline is 50 feet; the required side yard setback is 10 feet.

LOCATION: 16095 Cedar Heights Drive North, Pioneer, CA (APN 023-260-021)

REVIEW: As part of the preliminary review process, this project is being sent to local agencies for their review and comment. The Technical Advisory Committee (TAC) will review the project for completeness during its regular meeting on **Wednesday, November 30, 2016, at 2:00 p.m.** in Conference Room "A" at the County Administration Building, 810 Court Street, Jackson, California.

At this time, staff anticipates that variance request will be Categorically Exempt from CEQA, and a Notice of Exemption will be filed with the County Recorder.

ERIK HOFFMANN
16095 Cedar Heights Drive, North
Pioneer, CA 95666

November 18, 2016

Amador County Community Development Agency
Planning Department
County Administration Center
810 Court Street
Jackson 95642-2132

Re: Letter of Application for Variance, Parcel No. 023-260-021-000

Dear Planning Commission Members,

In accordance with Chapter 19.52, section 19.52.010 I am respectfully requesting a variance for a detached garage building project at, 16095 Cedar Heights Drive North, Pioneer, CA, 95666. The reason for this application is that our plans for the detached garage are within the current prescribed lot line limitations. This application is consistent with the County's authority to grant a variance to allow the detached garage because: 1) the adjustment does not grant a special privilege inconsistent with other properties in the area that have a garage and the zoning in which the property is situated, and 2) special circumstances exist applicable to the property, such that strict application of the zoning ordinance would mean the property would not be able to have a detached garage.

Description of the Home and Planned Garage

I am employed as a firefighter by Cal. Fire and my work requires that I be away from my family for significant amounts of time. In addition to myself, our family consists of my wife and seventeen month old daughter. We also have a baby boy on the way, due on February 14, 2017. The residence is a 3 bedroom, 2 bath 1348 sq. ft. structure, with city water and septic, on a .48 acre lot.

The zoning for the area is R1, Residential. The proposed 16'X20' garage is within a few feet of the 25' set back of the road easement for Cedar Heights Drive North. Approval of the plans for the garage would still allow over 25' to the center line of the road and would not interfere with the use or maintenance of the easement. In addition, the proposed garage would be within 6' of the western property line. It is my understanding from the Planning Department the property has a 10' set back, rather than a normal 5' setback due to the irregular shape of the our property. However, the terrain on the other side of this property line would not be suitable for the construction of any structure. This property line is also the parcel at which the only non-permanent occupants reside. No other structures are within approximately 60' of the proposed garage. (See, Exhibits A & B.)

A Garage is Important to Our Home and Most Other Residences In the Vicinity

Due to the elevation and weather conditions, a garage is essential for storage of a nearby protected vehicle, wood and other items. A garage is a basic amenity for a residential property. Our street consists of seven homes, five of which have garages. The other home besides ours, without a garage has non-permanent residents who visit only two to three times per year. When living in a residential area, in Pioneer, an alternative heat such as wood burning stove source is important. A nearby detached Garage to store wood, and a vehicle is enjoyed by most homes in the vicinity and does not grant our property a special privilege not enjoyed by others.

Strict Application of the Zoning would Deprive Our Property of Privileges Enjoyed by Others

Our home is positioned on a corner lot and has a road easement that restricts new building on 75% of the property. Due to the topography and the shape of our parcel, the proposed location for the garage is the only suitable site. The site is level and mostly graded. It will require only a couple hours of improvement with a small tractor.

We enjoy living in Amador County. This is the first home I have owned and I would love to raise my family here. I purchased this home with the expectation I would be able to make the improvement of constructing a garage. If I cannot build a detached garage at this address I will seriously be looking at relocating, perhaps out of the County. Please consider all of the points I have made in reference to granting my home a variance for my small detached garage project. Thank you for your time and I look forward to hearing back from you as soon as possible.

Very Truly,



Erik Hoffmann

Attachments:

Exhibit A. Google Earth Map. 16095 Cedar Heights Drive, North

Exhibit B. Survey Map, parcel 023-260-021-000

ENVIRONMENTAL INFORMATION FORM

To be completed by applicant; use additional sheets as necessary. Attach plans, diagrams, etc. as appropriate.

GENERAL INFORMATION

Project Name: HOFFMAN VARIANCE REQUEST
Date Filed: 11/18/16
Applicant/ Developer: Erik Hoffmann
Address: 16095 Cedar Heights Dr. N.
Assessor Parcel Number(s): 023-260-021-000
Existing Zoning District: R-1
Existing General Plan: R-8

List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state, and federal agencies

WRITTEN PROJECT DESCRIPTION (Include the following information where applicable, as well as any other pertinent information to describe the proposed project):

- 1. Site Size
2. Square Footage of Existing/Proposed Structures
3. Number of Floors of Construction
4. Amount of Off-street Parking Provided (provide accurate detailed parking plan)
5. Source of Water
6. Method of Sewage Disposal
7. Attach Plans
8. Proposed Scheduling of Project Construction
9. If project to be developed in phases, describe anticipated incremental development.
10. Associated Projects
11. Subdivision/Land Division Projects: Tentative map will be sufficient unless you feel additional information is needed or the County requests further details.
12. Residential Projects: Include the number of units, schedule of unit sizes, range of sale prices or rents and type of household size expected.
13. Commercial Projects: Indicate the type of business, number of employees, whether neighborhood, city or regionally oriented, square footage of sales area, and loading facilities.
14. Industrial Projects: Indicate type, estimated employment per shift, and loading facilities.
15. Institutional Projects: Indicate the major function, estimated employment per shift, estimated occupancy, loading facilities, and community benefits to be derived from the project.
16. If the project involves a variance, conditional use permit, or rezoning application, state this and indicate clearly why the application is required.

ADDITIONAL INFORMATION: Are the following items applicable to the project or its effects? Discuss below all items checked "yes" (attach additional sheets as necessary).

YES NO


- 17. Change in existing features or any lakes or hills, or substantial alteration of ground contours.
- 18. Change in scenic views or vistas from existing residential areas, public lands, or roads.
- 19. Change in pattern, scale, or character of general area of project.
- 20. Significant amounts of solid waste or litter.
- 21. Change in dust, ash, smoke, fumes, or odors in the vicinity.
- 22. Change in lake, stream, or ground water quality or quantity, or alteration of existing drainage patterns.
- 23. Substantial change in existing noise or vibration levels in the vicinity.
- 24. Site on filled land or has slopes of 10 percent or more.
- 25. Use or disposal of potentially hazardous materials, such as toxic substances, flammables, or explosives.
- 26. Substantial change in demand for municipal services (police, fire, water, sewage, etc.).
- 27. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.).
- 28. Does this project have a relationship to a larger project or series of projects?

ENVIRONMENTAL SETTING

- 29. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site (cannot be returned).
- 30. Describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, setback, rear yard, etc.). Attach photographs of the vicinity (cannot be returned).
- 31. Describe any known mine shafts, tunnels, air shafts, open hazardous excavations, etc. Attach photographs of any of these known features (cannot be returned).

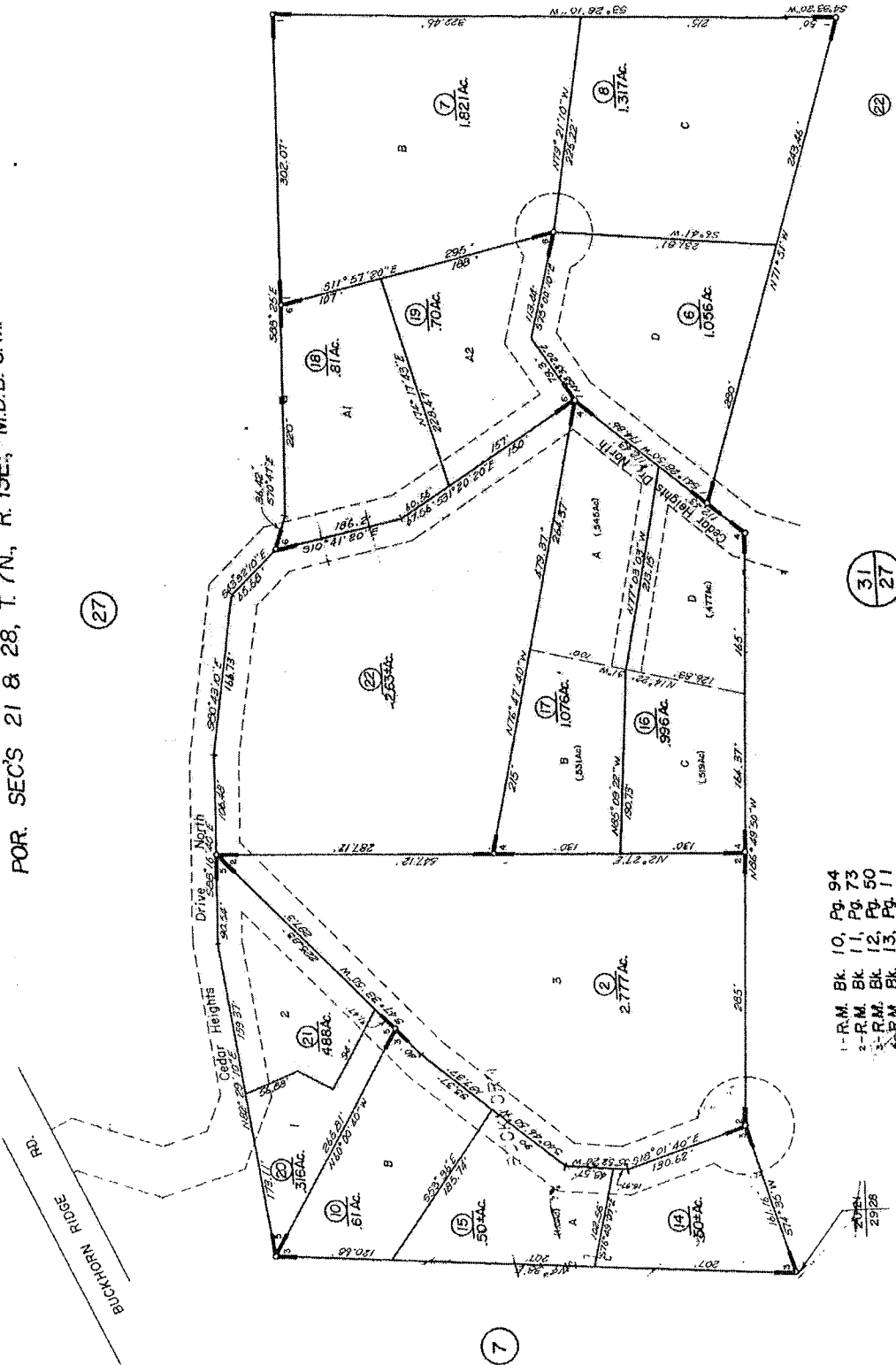
Certification: I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Date 11/18/16


(Signature)

For _____

POR. SEC'S 21 & 28, T. 7N., R. 13E., M.D.B. & M.



- 1-R.M. Bk. 10, Pg. 94
- 2-R.M. Bk. 11, Pg. 73
- 3-R.M. Bk. 12, Pg. 50
- 4-R.M. Bk. 13, Pg. 11
- 5-R.M. Bk. 14, Pg. 88
- 6-R.M. Bk. 20, Pg. 5
- 7-R.M. Bk. 23, Pg. 51

Assessor's Map Bk. 23, Pg. 26
County of Amador, Calif.

Assessor's Map Bk. 23, Pg. 26
County of Amador, Calif.



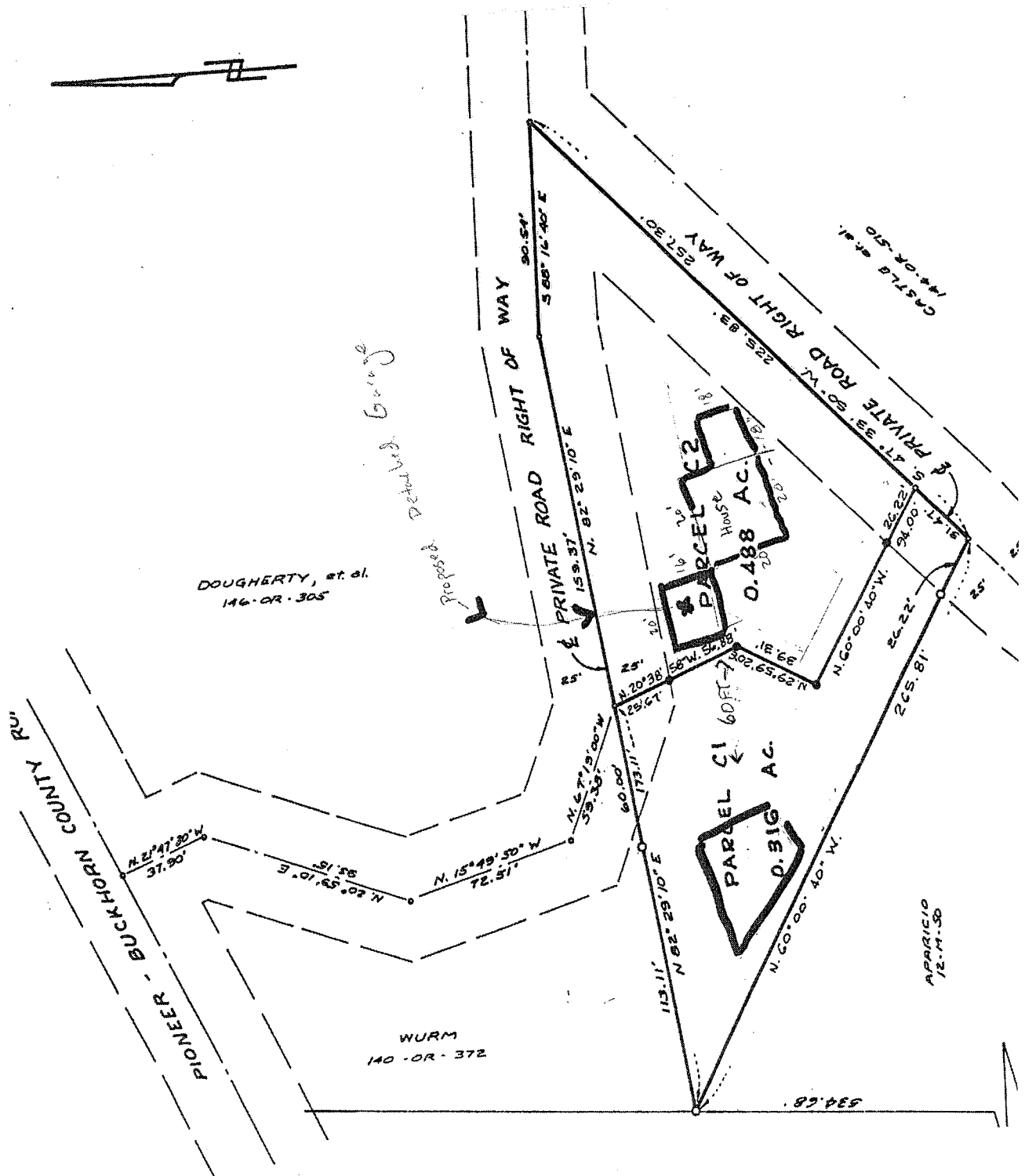
Proposed

16095 Cedar Heights Dr

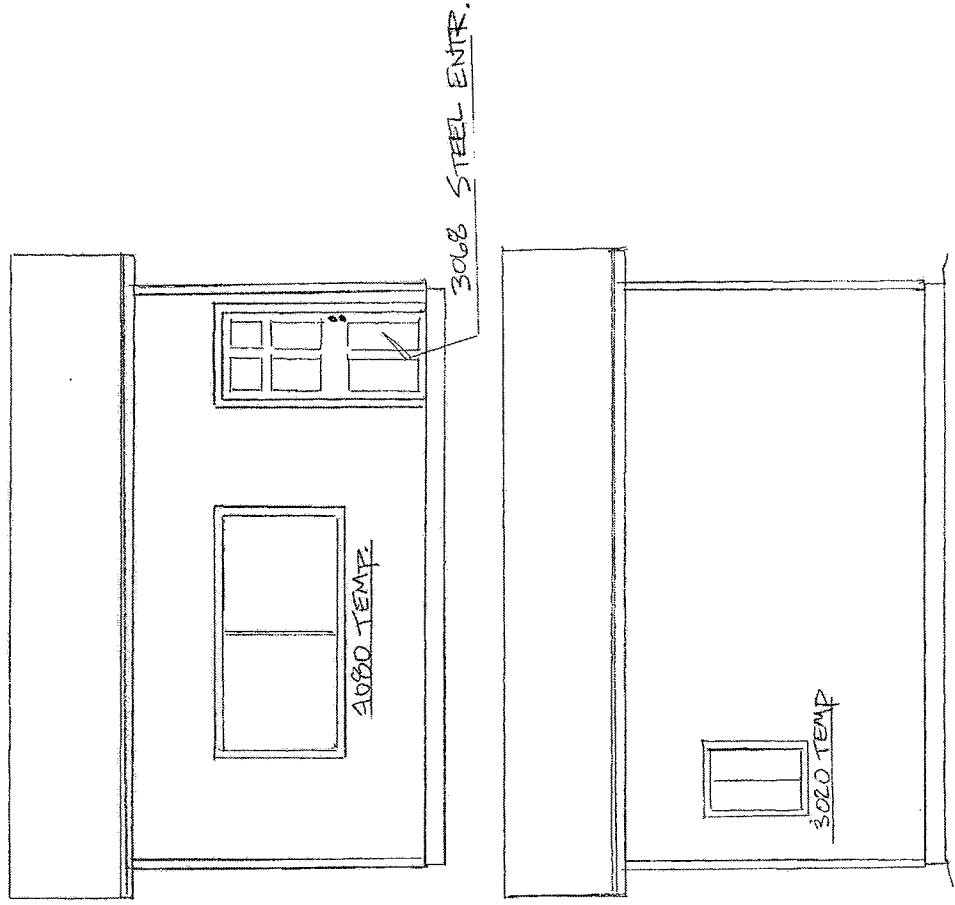
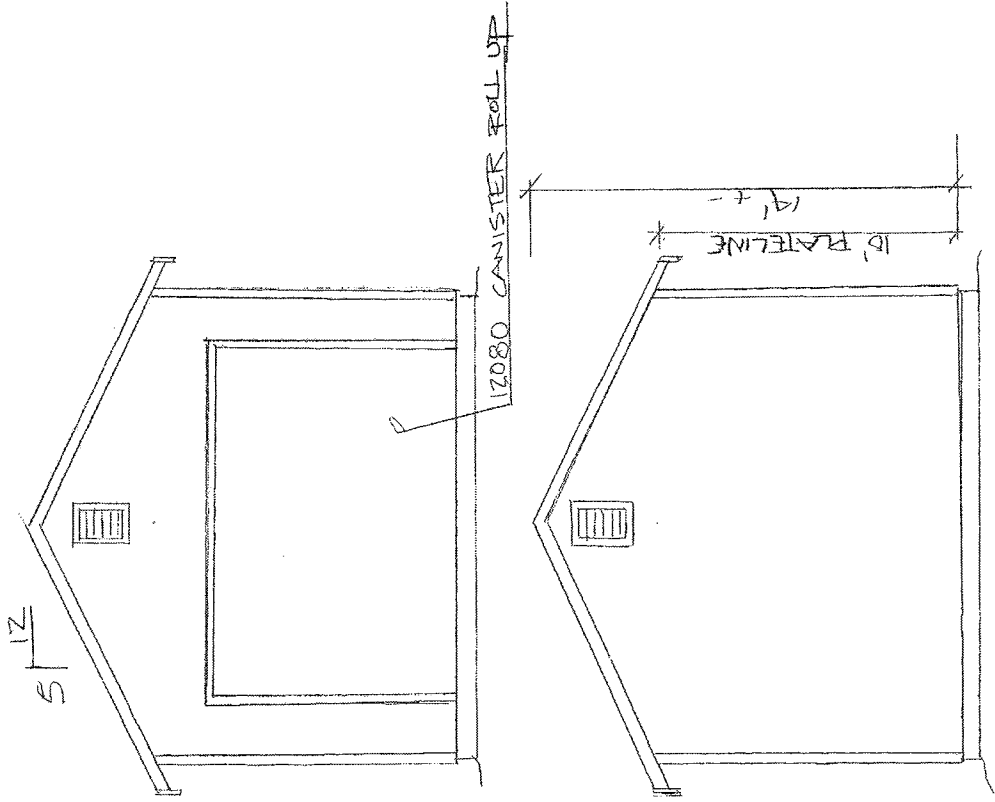
© 2015 Google

Google

Ex. A



ERIK HOFFMAN
16095 CEDAR HEIGHT DR NORTH
PIONEER CA 95666



AGENDA TRANSMITTAL FORM

To: Board of Supervisors
 Date: 01/03/2017

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

Department Head Signature: _____

<input checked="" type="radio"/> Regular Agenda
<input type="radio"/> Consent Agenda
<input type="radio"/> Blue Slip
<input type="radio"/> Closed Session
Meeting Date Requested: <u>01/10/2017</u>

Agenda Title: Public Hearing: Capital Facilities Fees Annual Disclosure and Review FY 2015-16

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Government Code Section 66006(b) requires an annual review and disclosure of the Capital Facilities Fees (CFF). The required review is being completed in conjunction with the annual automatic fee adjustment that raises the fees by the change in the 20-City Construction Cost Index (CCI), as reported in the Engineering News Record for the twelve-month period ending October of the prior year as stated in Nexus Study dated March 31, 2005.

 The disclosure portion of Section 66006(b) requires that within 180 days after the last day of the fiscal year the County shall make available to the public through a public hearing notice published on December 16, 23, & 30, 2016, the code requires that this public notice be made available at least 15 days before Board review.

 In addition, due to the conditional award through SB 863 funding, the amount of beds for the County's Detention Center has changed and an updated Nexus Study is recommended.

Recommendation/Requested Action:
See attached Summary Memorandum

Fiscal Impacts (attach budget transfer form if appropriate) <u>N/A</u>	Staffing Impacts <u>N/A</u>
---	--------------------------------

Is a 4/5ths vote required? Yes <input checked="" type="radio"/> No <input type="radio"/>	Contract Attached: <input type="radio"/> Yes <input checked="" 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 checked="" type="radio"/> No <input type="radio"/> N/A
Committee Review? <u>N/A</u> <input checked="" type="checkbox"/> Name _____ Committee Recommendation: _____	Comments: <u>Annual Disclosure and Review of the Capital Facilities Fees (CFF) with attachments.</u>

Request Reviewed by:

Chairman <u>RMA</u>	Counsel _____
Auditor <u>3 OR</u>	GSA Director <u>hop</u>
CAO <u>ae</u>	Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date <u>1-10-17</u>	Time _____	Item # <u>16</u>
Board Action: Approved Yes ___ No ___	Unanimous Vote: Yes ___ No ___	
Ayes: _____	Resolution _____	Ordinance _____
Noes _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	Other: _____

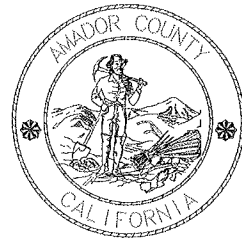
Distributed on _____	A new ATF is required from _____ Department	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
Completed by _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: jhopkins@amadorgov.org



SUMMARY MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director *HOP*

DATE: January 3, 2016

SUBJECT: Capital Facility Fee Annual Report, annual fee adjustment and proposal to update Nexus Study.

Background: Government Code Section 66006(b) requires an annual review and disclosure of the Capital Facilities Fees (CFF). The required review is being completed in conjunction with the annual automatic fee adjustment that raises the fees by the change in the 20-City Construction Cost Index (CCI), as reported in the Engineering News Record for the twelve-month period ending October of the prior year as stated in the Nexus Study dated March 31, 2005. The Nexus Study was updated October 25, 2011 due to a variety of reasons (property re-location, population projections contemplated in 04/05 did not reach those projections 10/11, a higher percentage of beds were attributed to growth, projection date changed to 2040, and square footage increased).

Subject or Key Issue: (1) Capital Facility Fee Annual Report, annual fee adjustment and; (2) proposal to update Nexus Study.

Analysis: Each year the Board of Supervisors is presented with the annual report for the Capital Facility Fee and the recommendation to adjust the fee based on the 20-City Construction Cost Index (CCI). The purpose of the fees is to fund the expansion of current facilities or construction of new facilities to meet future growth needs.

In addition, due to the conditional award through SB 863 funding, the amount of beds for the County's Detention Center has changed and an updated Nexus Study is recommended. (See Attached Proposal)

Alternatives: The Board of Supervisors has the option of not adopting the fees, reducing fees, deferring fees, suspending fees, or updating the Nexus Study to determine a new fee schedule.

Fiscal or Staffing Impacts: There are no fiscal impacts regarding the increase of the Capital Facility Fee. The update to the Nexus Study would be funded through the Capital Facility Fees.

4/5ths vote: Yes

Recommendation: (1) Based upon Board feedback, approve the resolution and accept the report increasing the CFF by the 3.7% CCI as stated in the Annual Disclosure effective January 1, 2017 and; (2) Authorize the General Services Director and County Counsel to develop and execute a contract with Goodwin Consulting Group for updating the Nexus Study for the jail in accordance with their proposal and approve expenditures in the amount of \$16,500 from cash account 101185 budget 1815.

c: Chuck Iley, CAO
file



AMADOR COUNTY

ANNUAL DISCLOSURE AND REVIEW OF THE CAPITAL FACILITIES FEES (CFF) FY2015-16

INTRODUCTION

Government Code Sections 66000, et seq., provides for the establishment and collection of Capital Facilities Fees (CFF) to fund expansion of County facilities to meet growth requirements. On January 27, 2004, the Amador County Board of Supervisors adopted Ordinance No. 1589 establishing a development fee on new construction in the unincorporated areas of the County. The purpose of the fees is to fund the expansion of current facilities or construction of new facilities to meet growth needs. On March 2, 2004, the Capital Facilities Fee Schedule was adopted by Resolution 04-089, effective April 6, 2004, based on the findings contained in the initial study. The study calls for periodic studies of the fee structure and recommendations for expenditures of previously collected and anticipated fees.

In FY2004/05, the County engaged Goodwin Consulting Group (GCG) to complete a comprehensive review of the County's CFF rates. At the close of the March 22, 2004, Public Hearing for the County's Capital Facilities Fee Program Nexus Study, the Board adopted a reduced fee structure (approximately 50% of the justified fees), effective June 13, 2005. At the close of a Public Hearing held on December 20, 2005, the Board adopted the full fees as adjusted for inflation by Resolution 05-524, effective March 1, 2006.

In FY 2010/11 the County engaged Goodwin Consulting Group (GCG) to update the Jail Nexus to reflect current factors that now exist and make appropriate adjustments. At the close of a Public Hearing held on October 25, 2011, the Board adopted the Updated Nexus Study for the Jail and the revised fees by Resolution 11-131 effective October 25, 2011.

The CFF will be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state and federal grants), revised costs, or changes in demographics or land use projections. In addition to such adjustments, in January of each calendar year, the CFF for each type of development will automatically be adjusted by the change in the 20-City Construction Cost Index (CCI), as reported in the Engineering News Record for the twelve-month period ending October of the prior year (**Attachment B**).

ANNUAL REVIEW - FY2015-16

Government Code Section 66006(b) requires an annual review and disclosure of the Capital Facilities Fees. The disclosure portion of Section 66006(b) requires that within 180 days after the last day of the fiscal year the County shall make available to the public the following information for the past fiscal year:

A. A brief description of the type of fee in the account or fund:

The impact fee is used only for expansion of facilities to accommodate growth, not for operating or maintenance costs. Revenue will be used to maintain per capita facility standards for two major facilities:

- **County Administration Center:** Fee revenue is being used to fund the portion of the new County Administration Center (CAC), completed in June 2006, which has been identified as future growth (7,710 SF of 52,000 SF).
- **Sheriff Detention Facility:** Fee revenue will be used to expand or construct adult detention facilities to accommodate future growth of 33.2% as identified in the Updated Nexus Study for the Jail dated October 25, 2011 (27,377 SF of 82,460 SF).
- **Administrative Fee:** The administrative fee component equals 2.0% of the total fee components to manage and report on the CFF Program.

B. The amount of the fee:

Included as Attachment A – Table 1.

C. The beginning and ending balance of the account or fund:

Included as Attachment A – Table 2.

D. The amount of the fees collected and the interest earned:

Included as Attachment A – Table 2.

E. An identification of each public improvement on which the fees were expended and the amount of the expenditures;

- County Administration Center: No fees were expended for FY 15-16.
- Sheriff Detention Facility: Fees in the amount of \$515,000.00 were transferred pursuant to the "County of Amador Capital Facilities Fee Program Nexus Study" (dated March 31, 2005, updated October 25, 2011) to the County Improvement Fund (Budget Unit 18100, Acct 101184 to cover costs associated with the expansion the future jail expansion project that are not reimbursable through SB 863.)

F. An identification of an approximate date by which the construction of the improvement will commence if it is determined that sufficient funds exist to complete the project;

- County Administration Center: The County occupied the new facility at the end of June 2006. Fees totaling \$491,975.31 of \$2,224,038 growth justified fund amount have been collected as of June 30, 2016.
- Sheriff Detention Facility: Fees totaling \$2,446,663.87 of \$18,748,000 growth justified fund amount have been collected as of June 30, 2016. A portion of the fees were utilized to, and will continue to be used for unreimbursed costs for the Jail Expansion Project not covered by the SB 863 Funding awarded to the County on December 17, 2015. Construction of the Jail Expansion Project is scheduled to begin in April 2018.

G. A description of each interfund transfer or loan made from the account and when it will be repaid;

No interfund transfers or loans have been made.

H. Identification of any refunds made once it is determined that sufficient monies have been collected to fund all fee-related projects

No refunds were required or made.

FUND REPAYMENT

- **Sheriff Jail Facility:** The ending balance as of December 2009 was \$911,285 and additional \$928,715 was transferred from the Capital Facility Fund #101184 on January 26, 2010 by Board action collectively for a total of

\$1,840,000 to purchase property for the Jail. Of this amount, \$1,810,000 was expended on January 27, 2010 to purchase 201.37 acres of raw land located in the unincorporated area known as Martel, Amador County, California, APN 044-100-027-00 for the purpose of securing a Jail site. At the time of purchasing this property it was not anticipated the 201.37 acres would be used exclusively for a jail, however the exact purpose of the land that would not have been utilized by the Jail has not been determined. When the use of the property is determined and/or sold the fund will be repaid with interest based upon proportions and valuations assessed at that time.

Interest for the fund for the last four quarters has averaged .45% and will be applied to those portions and valuations identified in the future not used for the jail project. Each fiscal year the interest will be adjusted annually thereafter based upon the average of the previous four quarters of interest earned on the fund as reported by the Tax Collector.

Average Interest earned: FY 2015/16 .45 %

ADMINISTRATIVE DUTIES

As required by the Government Code, this information was made available to the public, through advertising of a draft of this Report, December 16, 23, and 30, 2016. The Government Code requires that this public notice be made available at least 15 days before Board review, so the Public Hearing will be held January 10, 2017. This item is presented for review as required by the Government Code to provide information to the public concerning collections and expenditures of Capital Facilities Fees. As long as the County maintains these fees, this annual review will be required.

FEE ADJUSTMENTS

In January of each calendar year, the CFF Schedule of Fees will automatically be adjusted by the change in the 20-City Construction Cost Index (CCI), as reported in the Engineering News Record for the twelve-month period ending October of the prior year.

The adjustment for January 2017 has been determined to be 3.7% increase from January 2016 in the 20-City CCI. Refer to Attachment A – Table 3.

The CFF can be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e. state or federal grants), revised costs, or

changes in demographics or land use projections. The County is in the process of updating its 10-Year Capital Improvement Plan (CIP), looking into the possibility of funding for expansion of facilities to accommodate growth. The County in the future may also evaluate the possibility of including revenue to maintain the per capita facilities standards for other major facility types.

The County will need to update the current Nexus Study for the jail to reflect the proposed Jail Expansion Project. When new studies are complete and adopted by the Board of Supervisors, staff will approach the five cities of Amador County to request that they join in adopting the Capital Facilities Fee as it applies to their jurisdiction.

Attachment A
AMADOR COUNTY
CAPITAL FACILITIES FEE PROGRAM
FY2015-16

Table 1

Capital Facilities Fee Schedule (FY2015-16)					
Land Use	CAC	Sheriff Jail	Admin. Fee (2%)	Total CFF	
Residential (prior to 13-Jun-05)					
Single Family	\$ 136.00	\$ 747.00	\$ 17.00	\$ 900.00	
Multi-Family	\$ 97.00	\$ 530.00	\$ 12.00	\$ 639.00	
Residential (13-Jun-05 to 28-Feb-06)					
Single Family	\$ 529.00	\$ 2,903.00	\$ 68.00	\$ 3,500.00	
Multi-Family	\$ 360.00	\$ 1,974.00	\$ 47.00	\$ 2,381.00	
Commercial (13-Jun-05 to 28-Feb-06)					
Commercial (SF)	\$ 0.10	\$ 0.55	\$ 0.01	\$ 0.66	
Office (SF)	\$ 0.12	\$ 0.69	\$ 0.02	\$ 0.83	
Industrial (SF)	\$ 0.05	\$ 0.28	\$ 0.01	\$ 0.34	
Residential (1-Mar-06 to 31-Jan-07)					
Single Family	\$ 1,094.00	\$ 6,054.00	\$ 146.00	\$ 7,294.00	
Multi-Family	\$ 750.00	\$ 4,113.00	\$ 97.00	\$ 4,960.00	
Commercial (1-Mar-06 to 31-Jan-07)					
Commercial (SF)	\$ 0.21	\$ 1.15	\$ 0.03	\$ 1.39	
Office (SF)	\$ 0.26	\$ 1.44	\$ 0.03	\$ 1.73	
Industrial (SF)	\$ 0.10	\$ 0.58	\$ 0.01	\$ 0.69	
Residential (1-Feb-07 to 31-Dec-07)					
Single Family	\$ 1,140.00	\$ 6,308.00	\$ 149.00	\$ 7,597.00	
Multi-Family	\$ 782.00	\$ 4,286.00	\$ 101.00	\$ 5,169.00	
Commercial (1-Feb-07 to 31-Dec-07)					
Commercial (SF)	\$ 0.22	\$ 1.19	\$ 0.03	\$ 1.44	
Office (SF)	\$ 0.27	\$ 1.49	\$ 0.04	\$ 1.80	
Industrial (SF)	\$ 0.11	\$ 0.60	\$ 0.01	\$ 0.72	
Special Discount (Single Family Waiver Fee)					
	\$ 581.78	\$ 3,219.15	\$ 77.57	\$ 3,878.50	
Residential (1-Jan-08 to 31-Dec-08)					
Single Family	\$ 1,164.00	\$ 6,440.00	\$ 153.00	\$ 7,757.00	
Multi-Family	\$ 791.00	\$ 4,376.00	\$ 103.00	\$ 5,270.00	
Commercial (1-Jan-08 to 31-Dec-08)					
Commercial (SF)	\$ 0.22	\$ 1.22	\$ 0.03	\$ 1.47	
Office (SF)	\$ 0.28	\$ 1.53	\$ 0.04	\$ 1.85	
Industrial (SF)	\$ 0.11	\$ 0.61	\$ 0.01	\$ 0.73	
Residential (1-Jan-09 to 31-Dec-09)					
Single Family	\$ 1,247.40	\$ 6,902.28	\$ 166.32	\$ 8,316.00	
Multi-Family	\$ 847.35	\$ 4,688.67	\$ 112.98	\$ 5,649.00	
Commercial (1-Jan-09 to 31-Dec-09)					
Commercial (SF)	\$ 0.24	\$ 1.31	\$ 0.03	\$ 1.58	
Office (SF)	\$ 0.30	\$ 1.64	\$ 0.04	\$ 1.98	
Industrial (SF)	\$ 0.12	\$ 0.65	\$ 0.02	\$ 0.79	
Residential (1-Jan-10 to 31-Dec-10)					
Single Family	\$ 1,243.66	\$ 6,881.57	\$ 165.82	\$ 8,291.05	
Multi-Family	\$ 844.81	\$ 4,674.60	\$ 112.64	\$ 5,632.05	
Commercial (1-Jan-10 to 31-Dec-10)					
Commercial (SF)	\$ 0.24	\$ 1.31	\$ 0.03	\$ 1.58	
Office (SF)	\$ 0.30	\$ 1.64	\$ 0.04	\$ 1.98	
Industrial (SF)	\$ 0.12	\$ 0.66	\$ 0.02	\$ 0.80	
Residential (1-Jan-11 to 31-Dec-11)					
Single Family	\$ 1,290.92	\$ 7,143.07	\$ 172.12	\$ 8,606.11	
Multi-Family	\$ 876.91	\$ 4,852.24	\$ 116.92	\$ 5,846.07	
Commercial (1-Jan-11 to 31-Dec-11)					
Commercial (SF)	\$ 0.25	\$ 1.36	\$ 0.03	\$ 1.64	
Office (SF)	\$ 0.31	\$ 1.71	\$ 0.04	\$ 2.06	
Industrial (SF)	\$ 0.12	\$ 0.68	\$ 0.02	\$ 0.82	
Hartman Payments	\$ 24.01	\$ 132.84	\$ 3.20	\$ 160.05	

Attachment A
AMADOR COUNTY
CAPITAL FACILITIES FEE PROGRAM
FY2015-16

Residential (1-Jan-12 to 31-Dec-12)					
Single Family		\$ 1,323.19	\$ 1,895.23	\$ 64.37	\$ 3,282.79
Multi-Family		\$ 898.83	\$ 1,288.43	\$ 43.75	\$ 2,231.01
Commercial (1-Jan-12 to 31-Dec-12)					
Commercial (SF)		\$ 0.26	\$ 0.36	\$ 0.01	\$ 0.63
Office (SF)		\$ 0.32	\$ 0.45	\$ 0.02	\$ 0.79
Industrial (SF)		\$ 0.12	\$ 0.18	\$ 0.01	\$ 0.31
Hartman Payments		\$ 24.01	\$ 132.84	\$ 3.20	\$ 160.05
Residential (1-Jan-13 to 31-Dec-13)					
Single Family		\$ 1,323.19	\$ 1,895.23	\$ 64.37	\$ 3,282.79
Multi-Family		\$ 898.83	\$ 1,288.43	\$ 43.75	\$ 2,231.01
Commercial (1-Jan-13 to 31-Dec-13)					
Commercial (SF)		\$ 0.26	\$ 0.36	\$ 0.01	\$ 0.63
Office (SF)		\$ 0.32	\$ 0.45	\$ 0.02	\$ 0.79
Industrial (SF)		\$ 0.12	\$ 0.18	\$ 0.01	\$ 0.31
Hartman Payments		\$ 24.01	\$ 132.84	\$ 3.20	\$ 160.05
Office (SF)		\$ 0.32	\$ 0.45	\$ 0.02	\$ 0.78
Industrial (SF)		\$ 0.12	\$ 0.18	\$ 0.01	\$ 0.31
Residential (1-Jan-14 to 31-Dec-14)					
Single Family	3.3%	\$ 1,366.86	\$ 1,957.77	\$ 66.49	\$ 3,391.12
Multi-Family	3.3%	\$ 928.49	\$ 1,330.95	\$ 45.19	\$ 2,304.63
Commercial (1-Jan-14 to 31-Dec-14)					
Commercial (SF)	3.3%	\$ 0.27	\$ 0.37	\$ 0.01	\$ 0.65
Office (SF)	3.3%	\$ 0.33	\$ 0.46	\$ 0.02	\$ 0.81
Industrial (SF)	3.3%	\$ 0.12	\$ 0.19	\$ 0.01	\$ 0.32
Capital Facilities Fee Schedule (FY2015-16)					
Land Use	Increase	CAC	Sheriff Detention	Admin. Fee (2%)	Total CFF
Residential (1-Jan-15 to 31-Dec-15)					
Single Family	3.0%	\$ 1,407.87	\$ 2,016.50	\$ 68.49	\$ 3,492.86
Multi-Family	3.0%	\$ 956.34	\$ 1,370.88	\$ 46.54	\$ 2,373.76
Commercial (1-Jan-15 to 31-Dec-15)					
Commercial (SF)	3.0%	\$ 0.29	\$ 0.39	\$ 0.01	\$ 0.69
Office (SF)	3.0%	\$ 0.35	\$ 0.48	\$ 0.02	\$ 0.85
Industrial (SF)	3.0%	\$ 0.12	\$ 0.20	\$ 0.01	\$ 0.33
Residential (1-Jan-16 to 31-Dec-16)					
Single Family	2.4%	\$ 1,441.66	\$ 2,064.90	\$ 70.13	\$ 3,576.69
Multi-Family	2.4%	\$ 979.29	\$ 1,403.78	\$ 47.66	\$ 2,430.73
Commercial (1-Jan-16 to 31-Dec-16)					
Commercial (SF)	2.4%	\$ 0.29	\$ 0.39	\$ 0.01	\$ 0.69
Office (SF)	2.4%	\$ 0.35	\$ 0.48	\$ 0.02	\$ 0.85
Industrial (SF)	2.4%	\$ 0.12	\$ 0.20	\$ 0.01	\$ 0.33

Table 2

Capital Facilities Fee Account Summary (FY2015-16)					
Land Use	Permits/SF	CAC	Sheriff Jail	Admin. Fee (2%)	Total CFF
Balance Forward		\$ 29,250.16	\$ 533,423.66	\$ 2,099.20	\$ 564,773.02
CFF SUMMARY (FY2015-16)					
Single Family	21	\$ 29,700.43	\$ 42,540.10	\$ 1,444.85	\$ 73,685.38
Multi-Family	-	-	-	-	0.00
Commercial (SF) - 3 permits	14,645	4,150.40	5,614.90	146.45	9,911.75
Office (SF)	201	68.34	94.47	4.02	166.83
Industrial (SF)	3,089	370.68	617.80	30.89	1,019.37
Regan Payments	1	150.00	830.00	20.00	1,000.00
Total Fees Collected (FY2015-16)		\$ 34,439.85	\$ 49,697.27	\$ 1,646.21	\$ 85,783.33
Interest Earned (FY2015-16)		155.35	859.59	20.71	1,035.65
Total Fees & Interest (FY2015-16)		\$ 34,595.20	\$ 50,556.86	\$ 1,666.92	\$ 86,818.98
TOTAL FEES COLLECTED		\$ 34,595.20	\$ 50,556.86	\$ 1,666.92	\$ 86,818.98
Transferred to CIP (FY2015-16)			\$ (515,000.00)		\$ (515,000.00)
ENDING BALANCE (FY2015-16)		\$ 63,845.36	\$ 68,980.52	\$ 3,766.12	\$ (428,181.02)

Attachment A
 AMADOR COUNTY
CAPITAL FACILITIES FEE PROGRAM
 FY2015-16

Table 3

Capital Facilities Fee - Annual Fee Adjustment (Effective January 1, 2017)					
Land Use	Increase	CAC	Sheriff Jail	Admin. Fee (2%)	Total CFF
Residential					
Single Family	3.7%	\$ 1,495.00	\$ 2,141.30	\$ 72.73	\$ 3,709.03
Multi-Family	3.7%	\$ 1,015.52	\$ 1,455.72	\$ 49.42	\$ 2,520.67
Commercial					
Commercial (SF)	3.7%	\$ 0.30	\$ 0.40	\$ 0.01	\$ 0.72
Office (SF)	3.7%	\$ 0.36	\$ 0.50	\$ 0.02	\$ 0.88
Industrial (SF)	3.7%	\$ 0.12	\$ 0.21	\$ 0.01	\$ 0.34

Table 3 (Current)

Capital Facilities Fee - Annual Fee Adjustment (Effective January 1, 2016)					
Land Use	Increase	CAC	Sheriff Detention	Admin. Fee (2%)	Total CFF
Residential					
Single Family	2.4%	\$ 1,441.66	\$ 2,064.90	\$ 70.13	\$ 3,576.69
Multi-Family	2.4%	\$ 979.29	\$ 1,403.78	\$ 47.66	\$ 2,430.73
Commercial					
Commercial (SF)	2.4%	\$ 0.29	\$ 0.39	\$ 0.01	\$ 0.69
Office (SF)	2.4%	\$ 0.35	\$ 0.48	\$ 0.02	\$ 0.85
Industrial (SF)	2.4%	\$ 0.12	\$ 0.20	\$ 0.01	\$ 0.33

ENR's 20-city average cost indexes, wages and material prices. Historical data and details for ENR's 20 cities can be found at ENR.com/economics

Construction Cost Index

+3.7%
OCT. 2016

ANNUAL INFLATION RATE

1913=100	INDEX VALUE	MONTH	YEAR
CONSTRUCTION COST	10434.56	+0.3%	+3.7%
COMMON LABOR	22172.53	+0.2%	+4.0%
WAGE \$/HR.	42.36	+0.2%	+4.0%

The Construction Cost Index's annual escalation rate rose to 3.7% from 3.4% the previous month, boosted by a 0.2% gain in the indexes' labor component.

Building Cost Index

+2.6%
OCT. 2016

ANNUAL INFLATION RATE

1913=100	INDEX VALUE	MONTH	YEAR
BUILDING COST	5681.63	+0.4%	+2.6%
SKILLED LABOR	9927.94	+0.3%	+2.8%
WAGE \$/HR.	54.82	+0.3%	+2.8%

The Building Cost Index's annual escalation rate rebounded to 2.6% from 2.1% in September but is still below August's 2.8% annual rate.

Material Cost Index

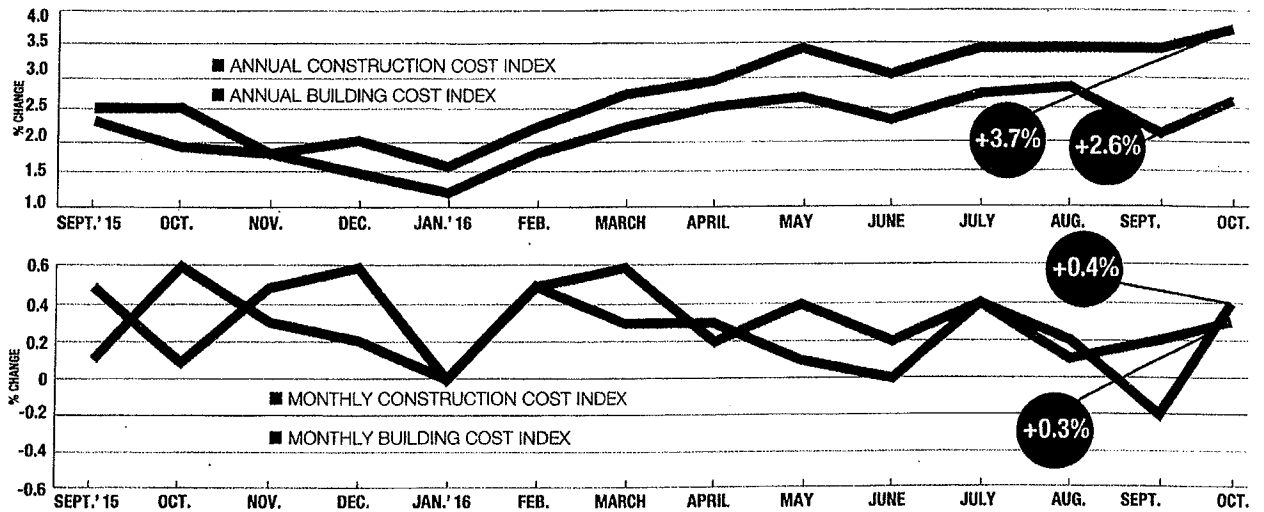
+0.6%
OCT. 2016

MONTHLY INFLATION RATE

1913=100	INDEX VALUE	MONTH	YEAR
MATERIALS COST	3136.69	+0.6%	+2.1%
CEMENT \$/TON	110.75	-1.0%	-2.0%
STEEL \$/CWT	49.92	+0.1%	+0.4%
LUMBER \$/MBF	510.83	+2.0%	+3.8%

The MCI rose 0.6% this month, based on the strength of higher steel and lumber prices.

Inflation's Pulse Year-to-year and monthly percent changes for ENR's cost indexes



SOURCE: ENR

Cost Index Review

BASE YEAR	CONSTRUCTION		BUILDING		SKILLED WAGES		COMMON WAGES		
	1913	1967	1913	1967	1913	1967	1913	1967	
2015	Sept.	10065.09	937.02	5541.10	820.18	9617.99	964.06	21510.79	1054.72
	Oct.	10128.32	942.90	5543.93	820.60	9653.30	967.60	21705.00	1064.25
	Nov.	10092.38	939.56	5563.51	823.50	9696.04	971.88	21601.58	1059.17
	Dec.	10135.00	943.52	5560.64	823.08	NA	NA	NA	NA
2016	Jan.	10132.55	NA	5561.76	NA	NA	NA	NA	NA
	Feb.	10181.92	NA	5588.02	NA	NA	NA	NA	NA
	Mar.	10242.09	NA	5605.55	NA	NA	NA	NA	NA
	April	10279.94	957.02	5632.95	833.78	NA	NA	NA	NA
	May	10315.44	960.84	5637.09	834.61	9809.84	NA	22004.88	NA
	June	10337.05	962.85	5636.49	834.60	9878.50	NA	22070.89	NA
	July	10379.26	966.79	5659.51	838.05	9888.37	NA	22123.86	NA
	Aug.	10385.65	966.86	5669.50	839.19	9898.25	NA	22123.86	NA
	Sept.	10403.43	968.51	5657.28	837.38	9898.25	NA	22123.86	NA
	Oct.	10434.56	971.41	5681.63	840.98	9927.94	NA	22172.53	NA

DECEMBER REVISION

+2.0%

ENR's Cost Indexes

DUE TO A COMPUTER MALFUNCTION, ENR'S LABOR AND MATERIALS INDEXES ARE BEING REVISED (SEE TABLE).

PHOTO: COURTESY OF NATIONAL CITY STEEL

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

IN THE MATTER OF:

RESOLUTION APPROVING THE COUNTY)
CAPITAL FACILITIES FEE SCHEDULE)

RESOLUTION NO. 17-xxx

WHEREAS, on January 10, 2017 the Board of Supervisors of the County of Amador, State of California, held a public hearing for the purpose of soliciting citizen input on the matter of adopting **THE ANNUAL DISCLOSURE AND REVIEW OF THE CAPITAL FACILITIES FEE (CFF)** for new residential and commercial development in Amador County as required by Government Code Section 66006(b); and

WHEREAS, the CFF Nexus Study requires an automatic adjustment for inflation in January of each year. Effective January 10, 2017, the CFF will be adjusted by an increase of 3.7% change in the 20-City Construction Cost Index (CCI), as reported in the Engineering News Record for the twelve-month period ending October of the prior year; and

BE IT FURTHER RESOLVED that the Chairman of said Board be and hereby is authorized to sign and execute said agreement 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 10th day of January 2017, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

(RESOLUTION NO. 17-xxx)



MEMORANDUM

December 2, 2016

To: Jon Hopkins
From: Victor Irzyk
Re: Proposal to Update the Amador County Jail Facility Fee

SCOPE OF WORK

Goodwin Consulting Group, Inc. (GCG) will update the County of Amador (County) Jail Facilities Fee. The fee will be determined in accordance with the nexus requirements of Assembly Bill 1600 (Section 66000 et. seq. of the Government Code). Pursuant to AB 1600, the County is required by law to do all of the following before establishing, increasing, or imposing a fee as a condition of approval for a development project:

1. Identify the purpose of the fee.
2. Identify the use to which the fee will be put.
3. Determine that there is a reasonable relationship between the fee's use and the type of development on which the fee is imposed.
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.
5. Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed

Following is a summary of the tasks that will be provided by GCG to ensure compliance with the requirements set forth above:

1. Kick-Off Meeting

GCG will meet with County staff to discuss the scope of services, obtain technical studies associated with facilities for which fees are being calculated, discuss facility standards and

existing surpluses or deficits in facilities, and generally coordinate the work effort. GCG will also review the existing fee study with City staff to discuss various nexus methodologies, assumptions, approaches, and considerations to make the fee study more consistent with the County's goals and policies. Based on this discussion, GCG will determine if changes in approach, methodology and/or analysis are warranted. GCG will also identify other information that will be needed from the County, such as a summary of amounts that have already been collected based on the existing fee program, facilities included in the fee program that have been constructed in past years, development agreements, and identification of fee credits or reimbursements that have been committed to developers.

2. Research and Data Collection

2.1 Planning and Land Use

GCG will coordinate with County staff to gather data on existing land uses within the County and projections of future residential and non-residential growth in the County. If needed, GCG will review data from the Department of Finance, the local Council of Governments, US Census and other sources to assist in developing projections of future growth.

2.2 Review of Existing Master Plans, Technical Studies, and Nexus Studies

GCG will review all technical and planning studies prepared in association with the updated jail facilities. GCG will rely on the County's cost estimates for jail facilities, improvements, and land value.

3. Determination of Required Fee Amounts

GCG will determine the appropriate development impact fee for the jail facilities by application of the following steps:

1. GCG will define the basis for the benefit spread for the improvement. Based on the chosen benefit allocation factors, GCG will determine the appropriate equivalent dwelling unit (EDU) factors for each land use category.
2. GCG will perform a "fair share" benefit allocation of the cost of the required additional facilities and improvements to existing and future development as well as different land use categories and estimate the required impact fee per EDU.
3. GCG will then multiply the EDU factors assigned to each land use category by the fee per EDU to determine the fee for each type of land use.

4. Nexus Study

GCG will summarize the impact fee calculations in a fee report that will outline the nexus findings associated with the calculation of impact fee and provide a clear discussion of how the

fees were calculated, the facilities and costs included in the calculation, and the use of other funding sources, if any. The report will also identify the cost allocation methodology used to determine the impact fee. Finally, the report will include a discussion of the accounting, reporting, and administrative procedures that are required pursuant to the Mitigation Fee Act. GCG will provide the County with a draft version of the report and finalize the draft report after comments are received from County staff.

5. Meeting

This task includes attendance at three formal meetings to coordinate on the analysis or present the final results of the report to County staff or the Board of Supervisors.

COUNTY OF AMADOR
JAIL FACILITIES FEE NEXUS STUDY UPDATE

FEE SCHEDULE

1. Services

GCG proposes a fee of \$16,500 for the services outlined in the Scope of Work. This budget represents the maximum amount not to be exceeded, subject to the limitations identified below. Additional consulting services beyond those included in the Scope of Work may be provided within the maximum budget if total hourly billings are less than the budget maximum. Services shall be billed based on the following hourly fee schedule:

GCG HOURLY SERVICE RATES *

Managing Principal	\$260/Hour
Principal	250/Hour
Senior Associate	210/Hour
Associate	190/Hour
Analyst	175/Hour
Research Assistant	90/Hour

** The rates reflected above are valid through December 31, 2017 and may be adjusted thereafter*

2. Billing Structure

GCG shall submit monthly invoices to the County providing details of services rendered and expenses incurred. Invoices are due and payable within 30 days. "Out of Scope Services" (as defined below) will be billed at the hourly rates listed above if performing such Out of Scope Services causes the maximum budget to be exceeded.

3. Out of Scope Services

GCG shall bill on a time and materials basis if the following Out of Scope services are provided and billings for these services cause the maximum budget to be exceeded:

- Attendance at more than three meeting (additional meetings will be billed at the hourly service rates)

- Updates to County impact fees other than that discussed in the scope of work
- Substantial revisions to the land use, buildings or cost estimates after a draft report has been submitted

Jon thank you for giving Goodwin Consulting Group this opportunity to submit a proposal to update the County's Jail Facilities Fee. Should you have any questions regarding this or need additional information, please don't hesitate to call me.