

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 01/11/2017

From: Mark Bonini/Probation Department
 (Department Head - please type)

Budget

| | |
|----------------------------------|----------------|
| <input type="radio"/> | Regular Agenda |
| <input checked="" type="radio"/> | Consent Agenda |
| <input type="radio"/> | Blue Slip |
| <input type="radio"/> | Closed Session |
| Meeting Date Requested: | |
| <u>01/24/2017</u> | |

Department Head Signature _____

Agenda Title: Approval for budget transfer from Supplies and Services to Fixed Assets

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

The purpose of this item is to obtain Board of Supervisor's approval for a budget transfer from Services and Supplies - Detention of Minors to Fixed Assets-Equipment in the amount of \$890.00. The transfer will allow the probation department to replace the malfunctioning intercom system at the receptionist window.

Recommendation/Requested Action:

Approval of Budget Transfer of \$890.00 from Services and Supplies to Fixed Assets-Equipment.

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Transfer \$890.00 Services and Supplies to Fixed Asset/Equipt

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 Administrative Committee

Committee Recommendation:

Comments:

Request Reviewed by:

Chairman _____

Counsel _____

Auditor JOR

GSA Director Hop

CAO _____

Risk Management _____

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

Probation and Auditor ✓

FOR CLERK USE ONLY

Meeting Date 1-24-17

Time 9 a.m.

Item # 1a

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on

A new ATF is required from

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

Department

Completed by

For meeting

ATTEST: _____

of

Clerk or Deputy Board Clerk

Save

Print Form

MARK J. BONINI
Chief Probation Officer



DEBBIE SEGALE
Deputy Chief Probation Officer

MEMO

TO: Board of Supervisors

FROM: Mark Bonini/Probation Department *(MB)*


SUBJECT: Budget Transfer ATF

DATE: January 11, 2017

The Probation Department is requesting approval to transfer \$890.00 from Services and Supplies-Detention of Minors to Fixed Assets-Equipment in Budget #2350. The transfer will allow the probation department to replace a malfunctioning intercom system at the receptionist desk.

The budget transfer is attached to this memorandum.

DATE: December 13, 2016

REQUESTED BY: Mark Bonini 

DEPARTMENT: Probation

APPROVED BY ADMINISTRATIVE OFFICER: _____ DATE: _____

APPROVED BY ADMINISTRATIVE COMMITTEE: _____ DATE: _____

APPROVED BY BOARD OF SUPERVISORS: _____ DATE: _____

APPROVED BY AUDITOR/CONTROLLER: _____ DATE: _____

JOURNAL ENTRY NO. _____

| BUDGET APPROPRIATIONS | | | | REVENUE APPROPRIATIONS | | | |
|-----------------------|---------|----------|----------|------------------------|-----------|-------------|-------------|
| DEPARTMENT | ACCOUNT | INCREASE | DECREASE | FUND # | REVENUE # | INCREASES\$ | DECREASES\$ |
| 2350 | 52330 | | 890.00 | | | | |
| 2350 | 56200 | 890.00 | | | | | |

REASON FOR THE REQUEST:

To replace the malfunctioning intercom system at the receptionist desk.

PLEASE NOTE:

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

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 01/10/17

Top

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

Meeting Date Requested:

01/24/17

From: James Rooney

(Department Head - please type)

Phone Ext. 454

Department Head Signature *James Rooney*

Agenda Title: SECURED ROLL CORRECTIONS

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Request for approval of roll corrections which exceed 50% of the original value or a decrease of \$150,000 or more:
Apr's 020-150-012-000, 020-500-041-000 (2), 021-380-005-000, 990-034-532-000 & 991-034-532-000.

Recommendation/Requested Action:

APPROVE

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor JOR

GSA Director Top

CAO _____

Risk Management _____

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

Auditor, Assessor

FOR CLERK USE ONLY

Meeting Date

1-24-17

Time

9 a.m.

Item #

2A

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

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department _____

Completed by _____

For meeting _____

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt 020-150-012-000 Tax Year 2016 R/C # A0489 Roll Type S Fee Parcel 020-150-012-000 Originating Asmt 020-150-012-000 From TRA 002-033 New TRA 002-033

R&T 1 51 R&T 2 Value History Y Taxability Code 800

| Roll Value | New Value | Sup From Net | Sup To Net |
|-------------------|--------------------|--------------|------------|
| Land | 113,400 | | |
| Structure | 25,000 | | |
| Growing | | | |
| PP MH | | | |
| Fixtures R/P | | | |
| Fixtures | | | |
| Personal Property | | | |
| HOX | | | |
| Other Exemptions | | | |
| CODE | Net Change -88,400 | Supl Change | |

Owner HALVORSON WILLIAM E & LORRAINE TRUSTEES
Mailing Address 10040 DAVIS RD
STOCKTON CA 95209

Situs 702 SUTTER ST
JACKSON CA 95642

Bill Comments PROP & REDUCTION

Supl Info

10 % PP Penalty N
Restricted N
Timber Preserve N
5151 Interest N
506 Interest N

Event From/Thru Dates
Ownership From/Thru Dates
506/5151 From/Thru Dates
From 1 From 2 Thru

TaxBill Days
R/C Date Jan 5, 2017
Created By TM

Print R/C Wks C
Print R/C Letter C
R/C Completed C

Appraiser Initials Date
Supv Appr Initials Date
Chief Appr Initials Date

Asmt Clerk Initials Date
Off Mgr Initials Date

Assessor Signature Date 1/5/17 Auditor Signature Date 1/17/17
County Counsel Signature Date

tmilbourne

County of AMADOR
ASSESSOR ROLL CORRECTION

| | | | | | | | | | | | | | | | |
|-------|-----------------|----------|------|-------------------|-------|---------------|---|-----------------|-----------------|------------------|-----------------|----------|---------|---------|---------|
| Asmt | 020-500-041-000 | Tax Year | 2015 | R/C # | A0524 | Roll Type | S | Fee Parcel | 020-500-041-000 | Originating Asmt | 020-500-041-000 | From TRA | 002-034 | New TRA | 002-034 |
| R&T 1 | 51 | R&T 2 | | Taxroll Asmt Only | N | Value History | Y | Taxability Code | | | | | | | |

| Roll Value | New Value | Sup From Net | Sup To Net | Supl Info |
|-------------------|-----------|--------------|------------|---|
| Land | 1,700,853 | | | 10 % PP Penalty N |
| Structure | 3,606,628 | | | Restricted N |
| Growing | | | | Timber Preserve N |
| PP MH | | | | 5151 Interest N |
| Fixtures R/P | | | | 506 Interest N |
| Fixtures | | | | Event From/Thru Dates [] [] |
| Personal Property | | | | Ownership From/Thru Dates [] [] |
| HOX | | | | 506/5151 From/Thru Dates From 1 [] Thru [] |
| Other Exemptions | | | | |

Owner: COLE TS JACKSON CA LLC
Mailing Address: C/O TRACTOR SUPPLY CO
5401 VIRGINIA WAY
BRENTWOOD TN 37027

| | | | |
|--------------|-------------|------------------|---|
| TaxBill Days | Jan 9, 2017 | Print R/C Wks | C |
| R/C Date | tm | Print R/C Letter | C |
| Created By | | R/C Completed | C |

Situs: 773 STATE HWY 049
JACKSON CA 95642

Prop 8 Value Adjustment

| | | | | | |
|------------|----------|------|------------|----------|------|
| Appraiser | Initials | Date | Asmt Clerk | Initials | Date |
| Supv Appr | Initials | Date | Off Mgr | Initials | Date |
| Chief Appr | Initials | Date | | | |

Assessor Signature:  Date: 1/17/17

Auditor Signature:  Date: 1/17/17

County Counsel Signature:  Date: 1/17/17

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt 020-500-041-000 Tax Year 2016 R/C # A0525 Roll Type S Fee Parcel 020-500-041-000 Originating Asmt 020-500-041-000 From TRA 002-034 New TRA 002-034

R&T 1 51 R&T 2 Value History Y Taxability Code 000

| Roll Value | New Value | Sup From Net | Sup To Net |
|-------------------|------------|--------------|-------------|
| Land | 1,726,791 | | |
| Structure | 3,661,629 | | |
| Growing | | | |
| PP MH | | | |
| Fixtures R/P | | | |
| Fixtures | | | |
| Personal Property | | | |
| HOX | | | |
| Other Exemptions | | | |
| CODE | Net Change | | Supl Change |
| | | | -388,420 |

Owner COLE TS JACKSON CA LLC
Mailing Address C/O TRACTOR SUPPLY CO
5401 VIRGINIA WAY
BRENTWOOD TN 37027

Situs 773 STATE HWY 049
JACKSON CA 95642

Prop 8 Value Adjustment

Supl Info

10 % PP Penalty N
Restricted N
Timber Preserve N
5151 Interest N
506 Interest N

Event From/Thru Dates [] []
Ownership From/Thru Dates [] []
506/5151 From/Thru Dates From 1 [] Thru []

TaxBill Days []
R/C Date Jan 9, 2017
Created By tm

Print R/C Wks C
Print R/C Letter C
R/C Completed C

Appraiser [] [] []
Supv Appr [] [] []
Chief Appr [] [] []

Asmt Clerk [] [] []
Off Mgr [] [] []

Assessor Signature [] Date 1/9/17
Auditor Signature [] Date 1/9/17
County Counsel Signature [] Date 1/9/17

County of AMADOR
ASSESSOR ROLL CORRECTION

| | | | | | | | |
|-----------------|----------|-------|-----------|-----------------|------------------|-----------------|---------|
| Asmt | Tax Year | R/C # | Roll Type | Fee Parcel | Originating Asmt | From TRA | New TRA |
| 021-380-005-000 | 2016 | A0490 | S | 021-380-005-000 | 021-380-005-000 | 052-086 | 052-086 |
| R&T 1 | 51 | R&T 2 | N | Y | Value History | Taxability Code | 000 |

| Roll Value | New Value | Sup From Net | Sup To Net |
|-------------------|------------|--------------|-------------|
| Land | 213,561 | 80,000 | |
| Structure | 10,181 | 10,000 | |
| Growing | | | |
| PP MH | | | |
| Fixtures R/P | | | |
| Fixtures | | | |
| Personal Property | | | |
| HOX | | | |
| Other Exemptions | | | |
| CODE | Net Change | -133,742 | Supl Change |

Owner MEYERS SUSAN JAY
Mailing Address 2231 OLDER PL
FAIRFIELD CA 94533

Situs 19851 CAMINO DEL APARICIO
FIDDLETOWN CA

Bill Comments PROP 8 REDUCTION

Supl Info

| | | | |
|-----------------|---|---------------------------|--|
| 10 % PP Penalty | N | Event From/Thru Dates | |
| Restricted | N | | |
| Timber Preserve | N | Ownership From/Thru Dates | |
| 5151 Interest | N | | |
| 506 Interest | N | 506/5151 From/Thru Dates | |

From 1 [] Thru []
From 2 [] Thru []

| | | |
|--------------|------------------|---|
| TaxBill Days | Print R/C Wks | C |
| R/C Date | Print R/C Letter | C |
| Created By | R/C Completed | C |

Jan 5, 2017
TM

| | | | | | |
|------------|----------|------|------------|----------|------|
| Appraiser | Initials | Date | Asmt Clerk | Initials | Date |
| Supv Appr | Initials | Date | Off Mgr | Initials | Date |
| Chief Appr | Initials | Date | | | |

Assessor  Date 1/5/17
Auditor  Date 1/17/17
County Counsel  Date 1/17/17

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt 990-034-532-000 Tax Year 2015 R/C # A0502 Roll Type C Fee Parcel 015-330-073-000 Originating Asmt 015-330-073-000 From TRA 052-086 New TRA 052-086

R&T 1 51 R&T 2 75.54 Taxroll Asmt Only N Value History Y Taxability Code 000

| Roll Value | New Value | Sup From Net | Sup To Net |
|-------------------|-----------|--------------|------------|
| Land | 43,000 | 21,699 | -1,301 |
| Structure | 20,000 | | |
| Growing | | | |
| PP MH | | | |
| Fixtures R/P | | | |
| Fixtures | | | |
| Personal Property | | | |
| HOX | | | |
| Other Exemptions | | | |
| Net Change | -23,000 | Supl Change | -23,000 |

Owner CARVEL RANDY & ERIN
Mailing Address 14431 SUTTER HIGHLANDS DR
SUTTER CREEK CA 95685-9786

Situs 14431 SUTTER HIGHLANDS DR
SUTTER CREEK CA

Bill ADJUSTED VALUE
Comments CHANGE IN OWNERSHIP

Supl Info

10 % PP Penalty N
Restricted N
Timber Preserve N
5151 Interest N
506 Interest N

Event From/Thru Dates
Mar 11, 2016 Mar 11, 2016

Ownership From/Thru Dates
Mar 11, 16 Jun 30, 16

506/5151 From/Thru Dates
From 1 From 2 Thru

TaxBill Days 112
R/C Date Jan 6, 2017
Created By TM

Print R/C Wks C
Print R/C Letter C
R/C Completed C

Appraiser Initials Date
Supv Appr Initials Date
Chief Appr Initials Date

Asmt Clerk Initials Date
Off Mgr Initials Date

Assessor Signature Date Auditor Signature Date
County Counsel Signature Date

milbourne

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt: 991-034-532-000 Tax Year: 2016 R/C #: A0503 Fee Parcel: 015-330-073-000 Originating Asmt: 015-330-073-000 From TRA: 052-086 New TRA: 052-086

R&T 1: 51 R&T 2: 75.54 Taxroll Asmt Only: N Value History: Y Taxability Code: 000

| Roll Value | New Value | Sup From Net | Sup To Net |
|-------------------|-----------|--------------|------------|
| Land | 43,000 | 21,375 | -1,625 |
| Structure | 20,000 | | |
| Growing | | | |
| PP MH | | | |
| Fixtures R/P | | | |
| Fixtures | | | |
| Personal Property | | | |
| HOX | | | |
| Other Exemptions | | | |
| Net Change | -23,000 | Supl Change | -23,000 |

Owner: CARVEL RANDY & ERIN
Mailing Address: 14431 SUTTER HIGHLANDS DR
SUTTER CREEK CA 95685-9786

Situs: 14431 SUTTER HIGHLANDS DR
SUTTER CREEK CA

Bill: ADJUSTED VALUE
Comments: CHANGE IN OWNERSHIP

Supl Info

10% PP Penalty: N
Restricted: N
Timber Preserve: N
5151 Interest: N
506 Interest: N

Event From/Thru Dates: Mar 11, 2016 - Mar 11, 2016
Ownership From/Thru Dates: Jul 1, 16 - Jun 30, 17

506/5151 From/Thru Dates: From 1 - Thru

TaxBill Days: 365
R/C Date: Jan 6, 2017
Created By: TM

Print R/C Wks: C
Print R/C Letter: C
R/C Completed: C

Appraiser: _____ Date: _____
Supv Appr: _____ Date: _____
Chief Appr: _____ Date: _____

Asmt Clerk: _____ Date: _____
Off Mgr: _____ Date: _____

Assessor Signature: _____ Date: _____
Auditor Signature: _____ Date: _____
County Counsel Signature: _____ Date: _____

AGENDA TRANSMITTAL FORM

| | |
|-------------------------------------|----------------|
| <input type="checkbox"/> | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/> | Blue Slip |
| <input type="checkbox"/> | Closed Session |
| Meeting Date Requested: | |
| 01/24/17 | |

To: **Board of Supervisors**
 Date: January 17, 2016

Revol + ag.

From: Lori Ford Phone Ext. 422
 (Department Head - please type)

Department Head Signature

Agenda Title: Building Department: Agreement to Limit Use of Agricultural Structure for Benita Asher and George W. Condrashoff

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Benita Asher and George W. Condrashoff have submitted an application for an Agricultural Exemption (AG01041) and has provided all of the necessary documents including a signed and notarized "AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE" (attached) for recording as required by County Code Section 15.04.040. Subject property is located at 11180 Ranchette Drive Jackson, CA being APN 036-450-025-000.

Recommendation/Requested Action:
Adopt the resolution and authorize Chairman to sign the "Agreement to Limit Uses of Agricultural Structure".

Fiscal Impacts (attach budget transfer form if appropriate) NONE Staffing Impacts NONE

Is a 4/5ths vote required? Yes No

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

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

Comments: _____

Request Reviewed by:

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

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
When Agreement is signed, return to Building Dept. w/certified Resolution & Acknowledgment of the Chairman's signature.

FOR CLERK USE ONLY

Meeting Date 1-24-17 Time 9 a.m. Item # 3A

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 _____

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

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
BUILDING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF)
AGREEMENT TO LIMIT USES OF AGRICULTURAL) RESOLUTION NO. 17-xxxx
STRUCTURE – BENITA ASHER AND GEORGE W.)
CONDRASHOFF)

WHEREAS Benita Asher and George W. Condrashoff, (“Owner”) desires to construct an agricultural structure on his/her/their Property and have applied for an Agricultural Building Permit Exemption; and

WHEREAS, Owner has applied for an Agricultural Exemption and has complied satisfactorily with all other conditions of the Application for the Permit; and

WHEREAS, an Agreement to limit uses of the agricultural structure for Permit #AG01041 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their January 24, 2017 meeting; and

WHEREAS, Owner understands and agrees that the exempted agricultural structure can only be used as provided in said Amador County Code Chapter 15.04.040 and that any violation of the conditions under which the Agricultural Building Permits was granted may void the exemption.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Agreement to limit uses of an exempt agricultural structure for Building Permit #AG01041 by and between the County of Amador and Benita Asher and George W. Condrashoff, on the terms and conditions contained therein as it relates to Building Permit #AG01041.

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby 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 24th Day of January, 2017 by the following vote:

AYES:

NOES:

ABSENT:

Richard Forster
Chairman, Board of Supervisors

ATTEST:

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

By: _____

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN:036-450-025-000
Site Address: 11180 Ranchette Drive Jackson
Agricultural Building Permit Exemption No.:AG01041

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of January 24, 2017 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Benita Asher and George W. Condrashoff, ("Owner").

RECITALS

A. Owner owns certain real property (the "Property") situated in the unincorporated area of the County of Amador, State of California, described as follows:

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 17, Township 6 North, Range 12 East, M.D.B. & M. Excepting therefrom all that portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 17, lying Northerly of the agreed upon Boundary Line more particularly described in that certain Boundary Line agreement recorded March 30, 1979 in Book 349 of Amador county Official Records, at Page 606.

Owner desires to construct an agricultural structure on the Property and has applied for an Agricultural Building Permit Exemption.

B. Owner understands and agrees that the exempted agricultural structure can only be used as provided in Amador County Code Chapter 15.04 and that any violation of the conditions under which the Agricultural Building Permit was granted may void the exemption.

C. As a condition of issuance of the Agricultural Building Permit Exemption, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the property will be made aware of them.

D. Owner is aware and agrees that this agreement will be recorded in the Amador County Recorder's Office.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The parties acknowledge the truth of the recitals set forth above, which are incorporated into this Agreement.

2. Restriction on Use of Agricultural Structure. Owner agrees that in no event shall the exempted agricultural structure be used for any purpose other than to house farm implements, hay, grain, poultry, livestock or horticultural products. The structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, or packaged. Employees may only enter the structure on an occasional basis to store or remove equipment or otherwise perform tasks of a limited duration that require infrequent access to the structure. The structure shall not be a place used by the public.

3. Additional Obligations of Owner.

3.1 Owner understands and agrees that despite an exemption from obtaining a permit, the exempted agricultural structure shall be constructed in compliance with Chapter 15.04 of the Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.

3.2 Owner understands and agrees that any violation of this Agreement or other condition under which the Agricultural Building Permit Exemption was granted may, at the County's sole discretion, void the exemption.

3.3 Owner acknowledges that if the Agricultural Building Permit Exemption becomes void, Owner shall be required to remove the structure or fully permit the structure (building permit application, plan check, inspection process, etc.) and pay all fees then in effect.

3.4 Owner agrees to indemnify the County of Amador and its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers and employees arising from performance or non performance of its obligations under this Agreement.

4. County's Remedies Upon Default. Owner acknowledges that any violation of this Agreement shall constitute a public nuisance. Upon any violation of this Agreement, the County may pursue any remedies provided by statute or ordinance. In addition to all other remedies provided by law, Owner further agrees that the County or any governmental entity having jurisdiction may obtain immediate injunctive relief against any use of the agricultural structure that is inconsistent with this Agreement.

5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the exempted agricultural structure is either (i) removed from the property, or (ii) fully permitted by the County.


6. No Waiver of Remedies. Failure to exercise any remedy provided for in this Agreement shall not, under any circumstances, be construed as a waiver of the remedy.

7. Entire Agreement. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or written agreements, if any, between the parties.

COUNTY:

OWNER: Benita Asher and George W. Condrashoff

BY: _____
Richard Forster
Chairman, Board of Supervisors

BY: 
Benita Asher

BY: 
George W. Condrashoff

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

ACKNOWLEDGMENT

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

State of California
County of AMADOR)

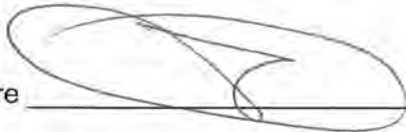
On JANUARY 13, 2017 before me, TANYA JO KARR, NOTARY PUBLIC
(insert name and title of the officer)

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

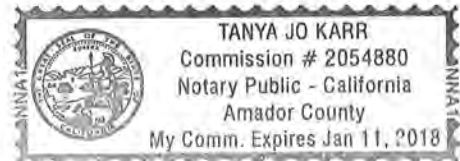
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)



AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: January 13, 2017

From: Lori Ford
 (Department Head - please type)

Resol + Agf.

Phone Ext. 422

| | |
|-------------------------------------|----------------|
| <input type="checkbox"/> | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/> | Blue Slip |
| <input type="checkbox"/> | Closed Session |
| Meeting Date Requested: | |
| <u>01/24/17</u> | |

Department Head Signature

Agenda Title: Building Department: Agreement to Limit Use of Agricultural Structure for Martin L. Gardner

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Martin L. Gardner has submitted an application for an Agricultural Exemption (AG01038) and has provided all of the necessary documents including a signed and notarized "AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE" (attached) for recording as required by County Code Section 15.04.040. Subject property is located at 4405 Buena Vista lone, CA being APN 012-110-006-000.

Recommendation/Requested Action:
Adopt the resolution and authorize Chairman to sign the "Agreement to Limit Uses of Agricultural Structure".

Fiscal Impacts (attach budget transfer form if appropriate) NONE Staffing Impacts NONE

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

Request Reviewed by:

Chairman _____ Counsel _____

Auditor JOR GSA Director Hop

CAO _____ Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
When Agreement is signed, return to Building Dept. w/certified Resolution & Acknowledgment of the Chairman's signature.

FOR CLERK USE ONLY

Meeting Date 1-24-17 Time 9 a.m. Item # 3B

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

| | | |
|----------------------|----------------------------------|--|
| Distributed on _____ | A new ATF is required from _____ | 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 _____ | |
| of _____ | For meeting _____ | |
| | | ATTEST: _____ Clerk or Deputy Board Clerk |

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
BUILDING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF)
AGREEMENT TO LIMIT USES OF AGRICULTURAL) RESOLUTION NO. 17-xxxx
STRUCTURE – MARTIN L. GARDNER)
)

WHEREAS Martin L. Gardner, (“Owner”) desires to construct an agricultural structure on his/her/their Property and have applied for an Agricultural Building Permit Exemption; and

WHEREAS, Owner has applied for an Agricultural Exemption and has complied satisfactorily with all other conditions of the Application for the Permit; and

WHEREAS, an Agreement to limit uses of the agricultural structure for Permit #AG01038 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their January 24, 2017 meeting; and

WHEREAS, Owner understands and agrees that the exempted agricultural structure can only be used as provided in said Amador County Code Chapter 15.04.040 and that any violation of the conditions under which the Agricultural Building Permits was granted may void the exemption.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Agreement to limit uses of an exempt agricultural structure for Building Permit #AG01038 by and between the County of Amador and Martin L. Gardner, on the terms and conditions contained therein as it relates to Building Permit #AG01038.

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby 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 24th Day of January, 2017 by the following vote:

AYES:

NOES:

ABSENT:

Richard Forster
Chairman, Board of Supervisors

ATTEST:

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

By: _____

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 012-110-006-000
Site Address: 4405 Buena Vista Road-Ione
Agricultural Building Permit Exemption No:AG01038

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of January 24, 2017 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Martin L. Gardner as Trustee of the Martin L. Gardner Revocable Trust Agreement, ("Owner").

RECITALS

A. Owner owns certain real property (the "Property") situated in the unincorporated area of the County of Amador, State of California, described as follows:

PARCEL ONE:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 10 EAST, M.D.B.&M., AS DELINEATED AND DESIGNATED UPON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY PROPERTY OF J.R. ANDREWS," FILED FOR RECORD IN THE OFFICE OF THE AMADOR COUNTY RECORDER ON JUNE 18, 1962, IN BOOK 8 OF MAPS AND PLATS, AT PAGE 63, ACCORDING TO LEDGER L. MCMINN, AMADOR COUNTY SURVEYOR, L.S. 2902.

PARCEL TWO:

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 10 EAST, M.D.B.&M., LYING SOUTHWESTERLY FROM THE SOUTHERLY LINE OF A PARCEL OF LAND CONVEYED TO THE COUNTY OF AMADOR FOR ROAD PURPOSES BY INSTRUMENT RECORDED IN THE OFFICE OF THE RECORDER OF AMADOR IN BOOK 69 OF OFFICIAL RECORDS, AT PAGE 241, AND BEING DELINEATED UPON A MAP RECORDED IN THE OFFICE OF THE RECORDER OF AMADOR COUNTY IN BOOK 8 OF MAPS AND PLATS, AT PAGE 63, ACCORDING TO LEDGER L. MCMINN, AMADOR COUNTY SURVEYOR, L.S. 2902.

PARCEL THREE:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 10 EAST, M.D.B.&M., LYING SOUTHWESTERLY FROM THE SOUTHERLY LINE OF A PARCEL OF LAND CONVEYED TO THE COUNTY OF AMADOR FOR ROAD PURPOSES BY INSTRUMENT RECORDED IN THE OFFICE OF THE RECORDER OF AMADOR IN BOOK 69 OF OFFICIAL RECORDS, AT PAGE 241, AND BEING DELINEATED UPON A MAP RECORDED IN THE OFFICE OF THE RECORDER OF AMADOR COUNTY IN BOOK 8 OF MAPS AND PLATS, AT PAGE 63, ACCORDING TO LEDGER L. MCMINN, AMADOR COUNTY SURVEYOR, L.S. 2902.

B. Owner desires to construct an agricultural structure on the Property and has applied for an Agricultural Building Permit Exemption.

C. Owner understands and agrees that the exempted agricultural structure can only be used as provided in Amador County Code Section 15.04.40 and that any violation of the conditions under which the Agricultural Building Permit was granted may void the exemption.

D. As a condition of issuance of the Agricultural Building Permit Exemption, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the Property will be made aware of them.

E. Owner is aware and agrees that this agreement will be recorded in the Amador County Recorder's Office.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The parties acknowledge the truth of the recitals set forth above, which are incorporated into this Agreement.

2. Restriction on Use of Agricultural Structure. Owner agrees that in no event shall the exempted agricultural structure be used for any purpose other than to house farm implements, hay, grain, poultry, livestock or horticultural products. The structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, or packaged. Employees may only enter the structure on an occasional basis to store or remove equipment or otherwise perform tasks of a limited duration that require infrequent access to the structure. The structure shall not be a place used by the public.

3. Additional Obligations of Owner.

3.1 Owner understands and agrees that despite an exemption from obtaining a permit, the exempted agricultural structure shall be constructed in compliance with Chapter 15 of the Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.

3.2 Owner understands and agrees that any violation of this Agreement or other condition under which the Agricultural Building Permit Exemption was granted may, at the County's sole discretion, void the exemption.

3.3 Owner acknowledges that if the Agricultural Building Permit Exemption becomes void, Owner shall be required to remove the structure or fully permit the structure (building permit application, plan check, inspection process, etc.) and pay all fees then in effect.

3.4 Owner agrees to indemnify the County of Amador and its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers and employees arising from performance or non performance of its obligations under this Agreement.

4. County's Remedies Upon Default. Owner acknowledges that any violation of this Agreement shall constitute a public nuisance. Upon any violation of this Agreement, the County may pursue any remedies provided by statute or ordinance. In addition to all other remedies provided by law, Owner further agrees that the County or any governmental entity having jurisdiction may obtain immediate injunctive relief against any use of the agricultural structure that is inconsistent with this Agreement.

5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the exempted agricultural structure is either (i) removed from the property, or (ii) fully permitted by the County.

6. No Waiver of Remedies. Failure to exercise any remedy provided for in this Agreement shall not, under any circumstances, be construed as a waiver of the remedy.

7. Entire Agreement. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or written agreements, if any, between the parties.

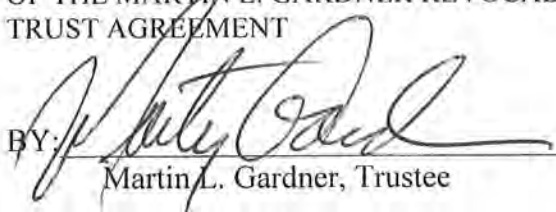
COUNTY:

OWNER: MARTIN L. GARDNER AS TRUSTEE
OF THE MARTIN L. GARDNER REVOCABLE
TRUST AGREEMENT

BY: _____

Richard Forster
Chairman, Board of Supervisors

BY: _____


Martin L. Gardner, Trustee

BY: _____

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

ACKNOWLEDGMENT

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

State of California
County of Amador

On October 5, 2016 before me, Kristi Roots, notary public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



AGENDA TRANSMITTAL FORM

| | |
|-------------------------------------|----------------|
| <input type="checkbox"/> | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/> | Blue Slip |
| <input type="checkbox"/> | Closed Session |
| Meeting Date Requested: | |
| 01/24/17 | |

To: Board of Supervisors

Date: January 13, 2017

Revol + ag.

From: Lori Ford Phone Ext. 422

(Department Head - please type)

Department Head Signature

Agenda Title: Building Department: Agreement to Limit Use of Agricultural Structure for Timothy Postel

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Timothy Postel has submitted an application for an Agricultural Exemption (AG01045) and has provided all of the necessary documents including a signed & notarized "AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE" (attached) for recording as required by County Code Section 15.04.040. Subject property is located at 220 HWY 16 Plymouth, CA being APN 001-100-006-000.

Recommendation/Requested Action:
Adopt the resolution and authorize Chairman to sign the "Agreement to Limit Uses of Agricultural Structure".

Fiscal Impacts (attach budget transfer form if appropriate) NONE Staffing Impacts NONE

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

Request Reviewed by:

| | |
|--------------------|-------------------------|
| Chairman _____ | Counsel _____ |
| Auditor <u>JOR</u> | GSA Director <u>Hop</u> |
| CAO _____ | Risk Management _____ |

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
When Agreement is signed, return to Building Dept. w/certified Resolution & Acknowledgment of the Chairman's signature.

FOR CLERK USE ONLY

Meeting Date 1-24-17 Time 9 a.m. Item # 30

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 |

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
BUILDING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF)
AGREEMENT TO LIMIT USES OF AGRICULTURAL) RESOLUTION NO. 17-xxxx
STRUCTURE - TIMOTHY POSTEL)

WHEREAS Timothy Postel, ("Owner") desires to construct an agricultural structure on his/her/their Property and have applied for an Agricultural Building Permit Exemption; and

WHEREAS, Owner has applied for an Agricultural Exemption and has complied satisfactorily with all other conditions of the Application for the Permit; and

WHEREAS, an Agreement to limit uses of the agricultural structure for Permit #AG01045 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their January 24, 2017 meeting; and

WHEREAS, Owner understands and agrees that the exempted agricultural structure can only be used as provided in said Amador County Code Chapter 15.04.040 and that any violation of the conditions under which the Agricultural Building Permits was granted may void the exemption.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Agreement to limit uses of an exempt agricultural structure for Building Permit #AG01045 by and between the County of Amador and Timothy Postel, on the terms and conditions contained therein as it relates to Building Permit #AG01045.

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby 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 24th Day of January 2017 by the following vote:

AYES:

NOES:

ABSENT:

Richard Forster
Chairman, Board of Supervisors

ATTEST:

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

By: _____

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 001-100-006-000
Site Address: 220 HWY 16 Plymouth
Agricultural Building Permit Exemption No.: AG01045

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of January 24, 2017 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Timothy Postel, ("Owner").

RECITALS

A. Owner owns certain real property (the "Property") situated in the unincorporated area of the County of Amador, State of California, described as follows:

Beginning at a point lying south 0 degrees 52' 00" west, 126.57 feet from the northwest corner of the south ½ of the northwest ¼ of section 8, township 7 north, range 9 east, M.D.M., said point being on the west line of said section 8; thence north 77 degrees 33' 14" east, 533.95 feet to the north line of the south ½ of the northwest ¼ of said section 8; thence, along said north line, south 88 degrees 44' 00" east, 212.48 feet, thence, leaving said north line, south 77 degrees 33' 14" west, 752.29 feet to the aforementioned west line of section 8; thence, along said west line north 0 degrees 52' 00" east 51.76 feet to the point of beginning..

Owner desires to construct an agricultural structure on the Property and has applied for an Agricultural Building Permit Exemption.

B. Owner understands and agrees that the exempted agricultural structure can only be used as provided in Amador County Code Chapter 15.04 and that any violation of the conditions under which the Agricultural Building Permit was granted may void the exemption.

C. As a condition of issuance of the Agricultural Building Permit Exemption, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the property will be made aware of them.

D. Owner is aware and agrees that this agreement will be recorded in the Amador County Recorder's Office.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The parties acknowledge the truth of the recitals set forth above, which are incorporated into this Agreement.

2. Restriction on Use of Agricultural Structure. Owner agrees that in no event shall the exempted agricultural structure be used for any purpose other than to house farm implements, hay, grain, poultry, livestock or horticultural products. The structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, or packaged. Employees may only enter the structure on an occasional basis to store or remove equipment or otherwise perform tasks of a limited duration that require infrequent access to the structure. The structure shall not be a place used by the public.

3. Additional Obligations of Owner.

3.1 Owner understands and agrees that despite an exemption from obtaining a permit, the exempted agricultural structure shall be constructed in compliance with Chapter 15.04 of the Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.

3.2 Owner understands and agrees that any violation of this Agreement or other condition under which the Agricultural Building Permit Exemption was granted may, at the County's sole discretion, void the exemption.

3.3 Owner acknowledges that if the Agricultural Building Permit Exemption becomes void, Owner shall be required to remove the structure or fully permit the structure (building permit application, plan check, inspection process, etc.) and pay all fees then in effect.

3.4 Owner agrees to indemnify the County of Amador and its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers and employees arising from performance or non performance of its obligations under this Agreement.

4. County's Remedies Upon Default. Owner acknowledges that any violation of this Agreement shall constitute a public nuisance. Upon any violation of this Agreement, the County may pursue any remedies provided by statute or ordinance. In addition to all other remedies provided by law, Owner further agrees that the County or any governmental entity having jurisdiction may obtain immediate injunctive relief against any use of the agricultural structure that is inconsistent with this Agreement.

5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the exempted agricultural structure is either (i) removed from the property, or (ii) fully permitted by the County.

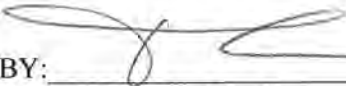
6. No Waiver of Remedies. Failure to exercise any remedy provided for in this Agreement shall not, under any circumstances, be construed as a waiver of the remedy.

7. Entire Agreement. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or written agreements, if any, between the parties.

COUNTY:

OWNER: Timothy Postel

BY: _____
Richard Forster
Chairman, Board of Supervisors

BY:  _____
Timothy Postel

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

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

State of California)
County of Amador) ss.

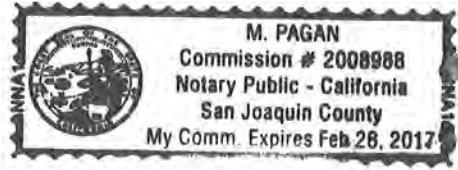
On 1-13-17 before me,
M. Pagan, Notary Public

Notary Public personally appeared Timothy Postel

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE 



AGENDA TRANSMITTAL FORM

| |
|---|
| <input type="radio"/> Regular Agenda |
| <input checked="" type="radio"/> Consent Agenda |
| <input type="radio"/> Blue Slip |
| <input type="radio"/> Closed Session |
| Meeting Date Requested: 01/24/2017 |

To: Board of Supervisors
 Date: 01/05/2017

Rec'd

From: Michael E. Ryan, Treasurer/Tax Collector Phone Ext. X443
(Department Head - please type)

Department Head Signature *Michael E. Ryan*

Agenda Title: ANNUAL STATEMENT OF INVESTMENT POLICY

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

Recommendation/Requested Action:
 See attached Memo

| | |
|---|--------------------------|
| Fiscal Impacts (attach budget transfer form if appropriate) None | Staffing Impacts None |
|---|--------------------------|

Is a 4/5ths vote required? Yes No

| | |
|--|---|
| Committee Review? N/A <input checked="" type="checkbox"/> Name _____ Committee Recommendation: _____ | Contract Attached: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A Resolution Attached: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A Ordinance Attached: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A Comments: _____ _____ |
|--|---|

Request Reviewed by:

| | |
|--------------------|-------------------------|
| Chairman _____ | Counsel _____ |
| Auditor <u>JOR</u> | GSA Director <u>Hop</u> |
| CAO _____ | Risk Management _____ |

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
 Certified copy to Treasurer/Tax Collector; Auditor

FOR CLERK USE ONLY

Meeting Date 1-24-17 Time 9 a.m. Item # 3D

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 TREASURER - TAX COLLECTOR



810 COURT STREET, JACKSON, CA 95642-2132
MICHAEL E. RYAN, TREASURER-TAX COLLECTOR

TELEPHONE : (209)223-6364
FAX: (209)223-6251

MEMORANDUM

TO : AMADOR COUNTY BOARD OF SUPERVISORS

FROM : MICHAEL E. RYAN, TREASURER/TAX COLLECTOR
MER

DATE : JANUARY 5, 2017

RE : BOARD AGENDA ITEM – ANNUAL STATEMENT OF INVESTMENT POLICY

=====

Summary:

The annual Statement of Investment Policy for the County of Amador is submitted by the Amador County Treasurer/Tax Collector for consideration by the Board of Supervisors. The only material change to the Investment Policy, as approved by the Board on January 12, 2016, is the inclusion of an additional Eligible Investment category-Supranational Obligations. This type of investment was added to Government Code Section 53601, as Subsection (q), effective January 1, 2015. Although there are no immediate plans to invest in these securities, the County Treasurer/Tax Collector now feels that it is appropriate to include these securities as eligible investments for the County Treasury Pool.

Requested Board Action:

Adoption of the proposed Resolution approving the Statement of Investment Policy.

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

IN THE MATTER OF:

RESOLUTION APPROVING STATEMENT
OF INVESTMENT POLICY OF THE AMADOR
COUNTY TREASURER-TAX COLLECTOR

RESOLUTION NO. 17-

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the Statement of Investment Policy of the Amador County Treasurer-Tax Collector, as set forth in the Attachment hereto.

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 24th day of January, 2017, by the following vote:

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

NOES:

ABSENT:

Richard M. Forster, Chairman, Board of Supervisors

ATTEST:

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

Deputy

**STATEMENT
OF
INVESTMENT POLICY**



COUNTY OF AMADOR

**MICHAEL E. RYAN
TREASURER - TAX COLLECTOR**

January 5, 2017

AUTHORITY AND PURPOSE

The Treasurer of Amador County (hereinafter "Treasurer" or "County Treasurer") is responsible for investing the pooled surplus and idle funds in the County Treasury. Investments shall be made in accordance with the "Prudent Investor Standard", as set forth in Sections 27000.3 and 53600.3 of the Government Code of the State of California. This standard provides that "when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the County Treasurer shall act with care, skill, prudence, and diligence under the circumstances then prevailing (specifically including, but not limited to, the general economic conditions and the anticipated needs of the County and other depositors), that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the County and the other depositors". This standard affords the County Treasurer a broad spectrum of investment opportunities as long as the investment is deemed prudent and is allowable under State of California Government Code Sections 53601 et seq. and 53635 et seq.

This Statement of Investment Policy is intended to provide written guidelines and criteria for the prudent investment of Amador County's surplus funds and idle cash, and to outline the policies for maximizing the efficiency of its cash management system.

SCOPE

This Statement of Investment Policy applies to Amador County's pooled investment fund, which encompasses all moneys under the direct control of the Treasurer. This Policy applies to the deposit, management, safekeeping, and investment of all such moneys, as well as all related activities.

PHILOSOPHY

The basic premise underlying Amador County's investment philosophy is, and will continue to be, to ensure that funds are safe and available when needed.

OBJECTIVES

The County's cash management system is designed to accurately monitor and forecast revenues and expenditures, thus enabling the Treasurer to invest funds to the fullest extent possible. The primary objectives, in priority order, of the County Treasury's investment activities shall be:

I. LEGAL COMPLIANCE

All investing and investment decisions shall be made in full compliance with California Government Code Sections 53601 through 53692, as well as any forthcoming amendments or additions to the California Government Code relating to the investment of local agency surplus and idle funds. Additionally,

the Treasurer may provide further restrictions and guidelines for the investment of these funds through the Statement of Investment Policy. Each transaction, and the entire investment portfolio, shall comply with the California Government Code and the Investment Policy.

II. SAFETY AND PRESERVATION OF PRINCIPAL

The safety and preservation of principal are of primary importance. Each investment transaction shall seek to ensure that capital losses are avoided whenever possible, whether they are from securities default, fraud, or adverse market conditions. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk, as outlined below.

A. Credit Risk

Credit risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:

- * Limiting investments to the safest types of securities;
- * Pre-qualifying and monitoring the financial institutions, broker/dealers, and advisors with which an entity will do business; and,
- * Diversifying the investment portfolio.

B. Interest Rate Risk

Interest rate (or market) risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:

- * Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity; and,
- * By investing funds primarily in shorter-term securities.

III. LIQUIDITY

The investment portfolio shall remain sufficiently liquid to meet all reasonably anticipated cash requirements. It shall be structured in a manner which will provide that securities mature at about the same time as cash is needed. Investment decisions will take into account the fact that the maintenance of liquidity, or the ability to readily convert a security to cash with little or no loss in value, is an important investment quality, especially when the need for unexpected funds arises. Since all possible cash demands cannot be anticipated, a sufficient portion of the portfolio shall consist of securities with active secondary or resale markets, and deposits in the Local Agency Investment Fund (LAIF) or California Asset Management Program (CAMP), which have immediate withdrawal provisions.

IV. YIELD

The investment portfolio shall be designed with the objective of earning a reasonable rate of return throughout budgetary and economic cycles, consistent with safe and prudent treasury management. As codified in Section 27000.5 of the Government Code, the yield, or return on the investment, is of the least importance when compared to the safety and liquidity objectives noted above.

INVESTMENT PARAMETERS

I. ELIGIBLE SECURITIES/AUTHORIZED INVESTMENTS

California Government Code Sections 53601 et seq. and 53635 et seq. define eligible securities for the investment of public funds by local agencies. These statutes not only limit the types of investments that may be utilized, but also place certain restrictions on the maturity, amount, and/or quality of permitted investments. The Treasurer must adhere to these Code Sections, but may choose to set guidelines that are more restrictive than those specified in the Codes.

The Amador County Treasurer may invest in the following securities, instruments and media, subject to the stated restrictions:

*U.S. TREASURY OBLIGATIONS: Treasury bills, notes, and bonds are backed by the full faith and credit of the United States Government. There shall be no limitation as to the percentage of the portfolio invested in this category. Maximum maturity shall be five years from the date of purchase.

*U.S. AGENCY OBLIGATIONS: Instruments of, or issued by, a federal agency or a U.S. Government-sponsored enterprise shall be limited to a maximum of 75% of the total portfolio, with a further maximum of 35% invested with any one issuer. (These maximums shall not include or apply to Agency Discount Notes having a remaining maturity of 1 year or less.) Maximum maturity shall be five years from the date of purchase.

*SUPRANATIONAL OBLIGATIONS: U.S. Dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum maturity of 5 years, and eligible for purchase and sale within the United States. Eligible investments shall be rated "AA" or better, and shall be limited to a maximum of 20% of the total portfolio.

*LOCAL AGENCY INVESTMENT FUND (LAIF): The Local Agency Investment Fund is an investment program for local government agencies administered by the California State

Treasurer. The County may invest up to the maximum permitted by LAIF, which is currently \$50 million. There is no minimum or maximum investment period and the Treasury is able to convert its LAIF deposits to cash within 24 hours.

*CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP): The California Asset Management Program is a Joint Powers Authority which was established to provide local California governments with investment management services. The Program consists of a professionally managed money market portfolio, which offers daily liquidity and a competitive money market rate of return. Investments in CAMP shall be limited to a maximum of \$15 million.

*CALTRUST: The Investment Trust of California (CalTRUST) is a Joint Powers Authority formed by public agencies in California for the purposes of pooling and investing local public agency funds. A Board of Trustees, comprised of experienced investment officers and policy-makers of the public agency members, supervises and administers the investment program of the Trust. Investments in CalTRUST shall be limited to a maximum of \$5 million.

*CERTIFICATES OF DEPOSITS: Non-negotiable instruments evidencing a deposit for a fixed period and for a fixed rate of interest. Certificates of deposit, or time deposits, of up to current FDIC insurance levels, placed with commercial banks, savings banks, and savings and loan companies, are federally insured. Beyond that amount, CDs must be collateralized (as set forth in Item II. below) with the collateral held separately from the issuing institution. Issuing institutions must meet the qualification requirements set forth elsewhere herein. Such deposits shall be limited to a maximum of 25% of the total portfolio, with a further maximum of 5% deposited in any one institution. Maximum maturity shall be three years from the date of investment.

*BANKERS ACCEPTANCES: Bills of exchange or time drafts drawn on and accepted by a commercial bank. Bankers Acceptances shall be limited to a maximum of 25% of the total portfolio, with a further maximum of 5% with any one issuer. Maximum maturity shall be 180 days from the date of purchase.

*COMMERCIAL PAPER: Short-term unsecured promissory notes issued by various entities in order to finance short-term credit needs. Issuers of commercial paper include industrial, financial, and insurance companies, utilities, bank holding companies, and governmental agencies. Eligible commercial paper must be of "prime" quality, having the highest ranking or the highest letter and numerical rating as provided for by a nationally recognized statistical-rating organization (NRSRO). Eligible paper is further limited to issuing entities that are organized and operating in the United States as a general corporation, and having total assets in excess of \$500 million, and having an "AA" or higher rating for the issuer's debt, other than commercial paper, if any, as provided for by a nationally recognized statistical-rating organization. Commercial paper shall be limited to 25% of the total portfolio, and may not represent more than 5% of the outstanding paper of any single issuer. Maximum maturity shall be 270 days from the date of purchase. Not more than 5% of the total portfolio may be invested in the outstanding paper of any single

issuer.

***NEGOTIABLE CERTIFICATES OF DEPOSIT:** Time deposit liabilities issued by a nationally or state-chartered bank, a savings association or federal association, a state or federal credit union, or by a state-licensed branch of a foreign bank, against funds deposited for a specified period of time and earning specified or variable rates of interest. NCDs are considered liquid, trading actively in the secondary market. NCDs shall be limited to a maximum of 25% of the total portfolio, with a further maximum of 5% with any one issuer. Maximum maturity shall be three years from the date of investment.

***MEDIUM TERM CORPORATE NOTES:** Unsecured corporate debt obligations issued by prominent industrial and financial corporations. Eligible corporate notes must be issued by corporations organized and operating within the United State or by depository institutions licensed by the United States or any state and operating within the United States. Medium term corporate notes shall be limited to a maximum of 25% of the total portfolio, with a further maximum of 5% with any one issuer.

Eligible Notes:

- 1) Notes rated "A" or better by two or more nationally recognized rating services. Maximum maturity for these Notes shall be 3 years from the date of purchase.
- 2) Notes rated "AA" or better by two or more nationally recognized rating services. Maximum maturity for these Notes shall be 5 years from the date of purchase.

***REPURCHASE AGREEMENTS:** Consists of two simultaneous transactions. When an investor enters into a repurchase agreement with a bank/dealer, the investor agrees to exchange cash for temporary control or ownership of specified securities. The bank/dealer agrees to repurchase those securities on a future date at a specified price. A repurchase agreement is essentially a loan where securities are used as collateral. Restrictions on investments in repurchase agreements shall be as specified in the Government Code. Repurchase agreements shall be limited to a maximum of 20% of the total portfolio. Maximum maturity shall be 180 days from the date of purchase.

***MUTUAL FUNDS:** Shares of beneficial interest (mutual funds) issued by diversified management companies investing in securities/obligations authorized by Government Code Section 53600 et seq. and complying with Section 53630 are permitted investments. Section 53601(k) further defines requirements. A maximum of 10% of the total portfolio may be so invested.

***PASSBOOK SAVINGS ACCOUNTS/DEMAND DEPOSITS/CHECKING ACCOUNTS:** Used for daily banking activities. These accounts are either insured or secured by collateral.

***INELIGIBLE INVESTMENTS:** Securities and investment instruments or media not specifically described above are prohibited at this time. Additionally, the Treasurer shall not invest any funds in inverse floaters, range notes, or mortgage derived interest-only strips, nor shall the Treasurer invest any funds in any security that could result in zero interest accrual if held to maturity.

II. DOWNGRADE PROTOCOL

If securities owned by the County are downgraded by a nationally recognized rating service to a level below the quality required by this Investment Policy, it will be the County's policy to review the credit situation and the Treasurer will make a determination as to whether to sell or retain such securities in the portfolio. The Treasurer will use his/her discretion in making this determination based on the security's current maturity, the economic outlook for the issuer, and other relevant factors. The Treasurer may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio, or in response to market conditions or risk preferences. If the decision is made to retain a downgraded security in the portfolio, its continued presence in the portfolio will be monitored by the Treasurer on a monthly basis.

III. SAFEKEEPING AND COLLATERAL/DELIVERY VS. PAYMENT

Ownership of securities shall be protected through third party safekeeping. The Treasurer shall contract with a bank or banks, or other party, for the safekeeping of securities either owned by the County as part of its investment portfolio or held as collateral for Repurchase Agreements.

All securities purchased by the County shall be held by its Safekeeping Agent or Third Party Agent in accordance with Government Code Sections 53601 and 53635; excepting, however, the collateral for Time Deposits in banks, savings banks, and savings and loans.

The collateral for Time Deposits in banks, savings banks, and savings and loans shall be held in a pooled collateral arrangement authorized by the State of California whereby any depository of the County must maintain U.S. Government or Agency Securities at 110%, or Mortgage Securities at 150%, of the par value of the County's invested funds.

With the exception of Time Deposits, security purchases shall be conducted on a delivery - vs - payment (DVP) basis. This procedure requires a simultaneous transaction for securities purchased where the County will forward funds, and the broker/dealer will deliver securities, to the Safekeeping Agent. After both the payment and the securities are received, the Safekeeping Agent forwards the securities to the County and the proceeds to the broker/dealer, thus ensuring a fulfilled trade agreement.

IV. INTERNAL CONTROLS

The Treasurer's system of internal controls is designed with the intended purpose of preventing and minimizing loss of public funds due to error, fraud or any other means. The system of internal controls that has been established contains, but is not limited to, the following features:

1. Separation of transaction authority from accounting and record keeping.
2. Custodial (Third-party) safekeeping.

3. Clear delegation of authority.
4. Qualifications for securities brokers and dealers and for financial institutions.
5. Written confirmation from involved parties for investment transactions and wire transfers.
6. Legal compliance monitoring.

V. QUALIFICATIONS OF BROKERS/DEALERS AND FINANCIAL INSTITUTIONS

All securities transactions initiated on behalf of the County shall be executed through either: (1) government securities dealers reporting as primary dealers to the Market Reports Division of the Federal Reserve Bank of New York; (2) financial institutions that directly issue their own securities and which have an investment grade rating from at least one national rating service; or, (3) broker/dealers and financial institutions approved by the County Treasurer based on the industry reputation, financial strength, and expertise of the company and the expertise of the individuals employed.

In order to be considered for approval by the County Treasurer, a broker/dealer or financial institution must meet the following minimum requirements:

- (a) the firm must be registered with the National Association of Securities Dealers (NASD) as a broker or broker/dealer;
- (b) the firm must be properly licensed/registered to deal with local agencies in California; and,
- (c) the firm must meet the minimum capital requirements of the Uniform Net Capital Rule set forth in 17 CFR s 240.15c3-1.

Depositories are to meet certain credit standards before being eligible for a certificate of deposit investment which is in excess of the federal insurance limit. Banks, savings banks and savings and loans must have a Gerry Findley, Inc. credit rating of A- or better, or a similar credit rating from a national rating service, to be eligible for such deposits.

No broker, brokerage, dealer, or securities firm will be utilized that has, within any consecutive 48- month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the Treasurer, any member of the Board of Supervisors, or any candidate for those offices.

Each qualified broker/dealer and financial institution will be sent a copy of this Policy for review.

VI. COUNTY TREASURY OVERSIGHT COMMITTEE

A County Treasury Oversight Committee has been established in accordance with Section 27130 et seq. of the Government Code. The Oversight Committee shall consist of up to seven (7) members: the County Treasurer/Tax Collector; the County Auditor/Controller; the County Administrative Officer; the County Superintendent of Schools, or his or her designee; and, up to three (3) other public members.

The County Treasury Oversight Committee shall:

- A. Review and monitor the Investment Policy;
- B. Annually review the investments made by the County Treasury;
- C. Cause an annual audit to be conducted to determine the County Treasury's compliance with Article 6, Chapter 5 of Division 2 of Title 3 of the Government Code; and,
- D. Meet on other matters as necessary.

By Statute, the County Treasury Oversight Committee has no authority to direct individual investment decisions, select individual investment advisors, brokers, or dealers, or to impinge on the day-to-day operations of the County Treasury.

Committee members may not accept any honoraria, gifts or gratuities from advisors, brokers, dealers, bankers, or other persons with whom the County Treasury conducts business, which are in excess of the limits imposed by State Law, or by the Fair Political Practices Commission.

VII. DIVERSIFICATION

Diversification by investment type, maturity, and issuer/institution are three principle areas used to control and limit losses, while enhancing the return on the overall portfolio. (Investments are further limited by specific language relating to each investment type, as set forth in Item I. of this Section).

A. INVESTMENT TYPE

With the exception of U.S. Government Treasury and Agency Obligations, and the Local Agency Investment Fund (LAIF), not more than 25% of the portfolio shall be invested in any single investment type at any one time.

B. MATURITY

An attempt will be made to match maturities with anticipated cash flow requirements. After cash flow needs have been satisfied, maturities shall be distributed to allow investments to mature-out in the event of market deterioration, and to allow the liquidity necessary to take advantage of market opportunities as they arise. From time to time as may be deemed appropriate, a portion of the portfolio may be invested longer-term for the purpose of capturing long-term rates. However, in no instance will a security be purchased which has a stated or potential maturity of more than five years from the date of purchase.

C. ISSUER/INSTITUTION

With the exception of U.S. Government Treasury and Agency Obligations, the Local Agency Investment Fund (LAIF), and the California Asset Management Program (CAMP), not more than 5% of the portfolio shall be invested with any single issuer/institution at any given time.

VIII. REPORTING

The Treasurer shall provide quarterly investment reports to the Board of Supervisors, the County Treasury Oversight Committee, and the County Auditor/Controller, within 30 days following the end of the quarter covered by the report. These reports shall include the following investment information as required by Section 16481.2(b) of the Government Code:

1. The type of investment, name of the issuer, date of maturity, par and dollar amount invested in each security, investment, and money within the Treasury;
2. The weighted average maturity of the investments within the Treasury;
3. Any funds, investments, or programs, including loans, that are under the management of contracted parties;
4. The market value as of the date of the report, and the source of this valuation for any security within the Treasury;
5. A description of the compliance with the Statement of Investment Policy;
6. A statement denoting the ability of the County to meet its pool's expenditure requirements for the next six months.

IX. APPORTIONMENT OF COSTS AND INTEREST

Interest earnings on the County's pooled investments shall be apportioned quarterly. Prior to the quarterly apportionment of pooled fund investment earnings, investment and banking costs incurred by the Treasurer during that quarter shall be totaled, and that total shall be deducted from the gross interest earnings of the Pool. These costs, which are authorized by Government Code Section 27013, include salaries and benefits, banking services, custodial safekeeping services, computer services, supplies, department and external overhead, as well as any other costs associated with investing, depositing, banking, auditing, reporting, or otherwise handling or managing the funds. This net interest amount shall then be apportioned to pool participants based on the average daily cash balance of funds on deposit by each participant during that quarter in the County Treasury.

X. OUTSIDE AGENCIES

The County Treasurer shall, by Code, set terms and conditions under which local agencies and other entities that are not required to deposit their funds in the County Treasury may deposit and withdraw such funds for investment purposes. Local agencies from outside the County shall not be permitted to deposit funds into the County Treasury Pool. Funds from local agencies within the County, voluntarily wishing to participate in the Pool, will not be accepted under normal conditions, unless the Treasurer is assured that

these funds are for long-term investment. Prior to the acceptance of such funds for deposit, the Treasurer shall require that a resolution be adopted by the board or governing body of the local agency, authorizing that agency to deposit excess funds into the County Treasury for the purpose of investment by the County Treasurer. Each such agency shall agree to be bound by the provisions of the Investment Policy. Deposits from outside agencies are subject to withdrawal restrictions for a set minimum term, to be agreed to prior to the funds being accepted into the Pool, and may not be withdrawn at any time without a minimum of thirty days written notice of the intent to withdraw.

Under normal conditions, voluntary money withdrawn from the Pool will be dispersed on a dollar for dollar basis, plus interest, but under adverse market conditions, when the Treasurer deems that the withdrawal would cause undue losses or significantly lower earnings for the remaining Pool participants, the Treasurer may require one or more of the following three remedies: 1) restrict the percentage of funds that may be withdrawn in any given quarter; 2) restrict the rate at which funds may be withdrawn; and, 3) require the local agency which is withdrawing its funds to accept those funds based on the current market value of the overall Pool.

Terms will be agreed to by any "voluntary " local agency, and a contract signed, before any voluntary funds will be accepted into the Treasury Pool. Specific, individual investments will not be permitted with such voluntary funds.

XI. CRITERIA FOR WITHDRAWAL OF FUNDS FROM THE COUNTY TREASURY

Pursuant to Section 27136 of the Government Code, depositors who wish to withdraw funds from the County Treasury, for the purpose of investing or depositing those funds outside the Treasury Pool, shall first submit a written request to the Treasurer. Any withdrawal of funds for investing or depositing outside the County Treasury Pool must occur between December 10 and December 31 of a given calendar year. A Resolution from the local agency's governing board requesting such withdrawal must be received by the Treasurer no later than the last day of June preceding the month of December in which the withdrawal is to take place. Prior to approving such a withdrawal, the County Treasurer shall make a finding that the proposed withdrawal will not adversely affect the interests of the other depositors in the County Treasury Pool. In no event shall funds be withdrawn which, in the sole judgment of the County Treasurer, will: 1) adversely affect the interests of the other Pool participants; and/or, 2) adversely affect the stability and predictability of the investments in the County Treasury.

XII. RISK

It is recognized that public funds are characteristically very risk averse, tolerating only low levels of risk. It is further acknowledged that conservative and risk averse approaches to investment management are likely to result in correspondingly lower portfolio yields. As stated earlier, the administration of idle and surplus public funds shall be executed with the intention of fulfilling safety and liquidity needs first, with yield being of

secondary concern.

XIII. LEVEL OF INVESTMENT

The Treasurer strives to maintain the level of investment of all funds as near 100% as possible, through daily and projected cash flow determinations.

ETHICS AND CONFLICTS OF INTEREST

The Treasurer shall refrain from personal business activities that would conflict with the proper execution of the investment program, or which could impair his ability to make impartial business decisions. The Treasurer shall abide by The Political Reform Act of 1974 regarding disclosure of material financial interests.

AUTHORITY

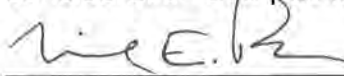
I. DELEGATION

By adoption of this Statement of Investment Policy, the Amador County Board of Supervisors delegates to the Treasurer, the authority to invest or reinvest funds of the County, or to sell or exchange securities so purchased, for a one year period, as provided in Section 53607 of the Government Code. Pursuant to California Government Code Section 53635, the Treasurer has full responsibility to invest or to reinvest funds under the control of the Treasurer, or to sell or exchange securities so purchased.

The execution of investment transactions shall be conducted by the Treasurer. However, when circumstances warrant, the responsibility to execute investment transactions may be temporarily delegated to other Treasurer personnel, upon the express approval of the Treasurer.

II. RETENTION

The Treasurer shall retain the authority to add to, delete, or amend this Statement of Investment Policy as is necessary to facilitate the accurate and efficient transaction of business pertaining to the investment of idle and surplus public funds. The Treasurer shall promptly notify both the Board of Supervisors and the County Treasury Oversight Committee of any material change in this Statement of Investment Policy, which change will then be considered by these entities at a public meeting. The Statement of Investment Policy shall be submitted to the Board and the Oversight Committee on an annual basis for consideration at a public meeting.



MICHAEL E. RYAN
Amador County Treasurer-Tax Collector

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 01/18/2017

From: Richard Forster
(Department Head - please type)

Resol

| | |
|----------------------------------|----------------|
| <input type="radio"/> | Regular Agenda |
| <input checked="" type="radio"/> | Consent Agenda |
| <input type="radio"/> | Blue Slip |
| <input type="radio"/> | Closed Session |
| Meeting Date Requested: | |
| <u>01/24/2017</u> | |

Department Head Signature _____

Agenda Title: Tree Mortality Resolution

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

Approval of a Resolution declaring Local State of Emergency in Amador County due to pervasive Tree Mortality. Pursuant to a requirement by the California Emergency Services Act, Article 148630(c) renewal of said Resolution is required every 30 days. (Original Resolution was adopted on February 23, 2016, Resolution No. 16-021 and updated September 13, 2016, Resolution #16-103.)

This renewal reflects the latest aerial survey estimate of over 66 million trees that are dead or dying due to drought and Bark Beetle infestation, rather than the original estimate of 29 million trees.

Recommendation/Requested Action:
Adopt resolution

Fiscal Impacts (attach budget transfer form if appropriate) _____

Staffing Impacts _____

Is a 4/5ths vote required? Yes No

Committee Review? N/A

Name _____

Committee Recommendation: _____

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor JOR GSA Director Hop

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 1-24-17 Time 9 a.m. Item # 3E

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

Completed by _____

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

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

ATTEST: _____ Clerk or Deputy Board Clerk

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

IN THE MATTER OF:

RESOLUTION DECLARING LOCAL STATE
OF EMERGENCY IN AMADOR COUNTY
DUE TO PERVASIVE TREE MORTALITY

RESOLUTION NO. 17-xxx

WHEREAS, On October 20, 2015, Governor Brown of the State of California, issued an Executive Order related to unprecedented tree mortality due to drought conditions, directed state agencies to begin collaborating and partnering with local government to take action to remove dead and dying trees threatening public safety and infrastructure and approved California Disaster Assistance Act funding to assist in these efforts; and

WHEREAS, California Government Code Section 8630 empowers the Board of Supervisors to proclaim the existence or threatened existence of extreme peril to the safety of persons and property and are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this County; and

WHEREAS, On January 17, 2014, Governor Brown proclaimed a Drought State of Emergency as the State is experiencing the most severe drought in history with four years of below average rain and snow; and

WHEREAS, On December 14, 2015, California Department of Forestry and Fire Protection issued a news release stating “even with recent rains it will likely take years to slow down the massive tree mortality and bark beetle infestation”; and

WHEREAS, The latest aerial survey estimated that over 66 million trees have died across California as a result of the drought and the effects of bark beetle infestation, up from 3.3 million in 2014; and

WHEREAS, Tree mortality from bark beetle infestation and drought has accelerated over the past few years in Amador County; and

WHEREAS, On July 31, 2015, Governor Brown proclaimed a State of emergency due to a series of wildfires statewide citing drought conditions which have increased the State’s risk of wildfires and caused millions of trees to die; and

WHEREAS, Beginning on September 9, 2015 the Butte Fire in Amador and Calaveras County destroyed 921 structures including; 549 homes, 368 outbuildings, and 4 commercial properties, caused power loss to thousands of homes and business, and thousands of families to evacuate their homes, all resulting in part from dead and dying trees caused by drought conditions; and

WHEREAS, Unless the risks posed by dead, dying and diseased trees are immediately abated, there will remain a significantly increased risk to life and property, and interruption of essential services; and

WHEREAS, The magnitude of the Butte Fire tree mortality and the pervasive tree mortality in other parts of the County represents a threat that is beyond the capacity of the County (public and private)

services, personnel, equipment and facilities and requires coordination and assistance from State and Federal agencies.

THEREFORE, BE IT HEREBY RESOLVED that the Amador County Board of Supervisors do hereby find that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of a local emergency in Amador County and imminent threat of disaster as the result of tree mortality.

BE IT FURTHER RESOLVED that the Amador County Board of Supervisors does hereby establish a tree mortality taskforce and charge it to develop a risk abatement plan, coordinate agency, organization and citizen efforts, seek funding, resolve barriers, and maximize County resources.

BE IT FURTHER RESOLVED that the County of Amador requests the State of California include Amador County in the list of Priority Counties within the California Tree Mortality Task Force.

BE IT FURTHER RESOLVED that the County of Amador requests the assistance of the State of California in the coordination of resources to assist in the removal of dead and dying trees due to drought and bark beetle infestation.

BE IT FURTHER RESOLVED that the County of Amador requests the state of California to waive or expedite regulations, permits and permit fees that may hinder response and recovery efforts, make available assistance under the California Disaster Assistance Act or any other state funding, and to expedite access to federal resources and any other appropriate federal disaster relief programs.

BE IT FURTHER RESOLVED that said local State of Emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors of Amador, State of California.

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 24th day of January, 2017, by the following vote:

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

NOES: None

ABSENT: None

Richard M. Forster, Chairman, Board of Supervisors

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

Deputy

AGENDA TRANSMITTAL FORM

| | |
|----------------------------------|----------------|
| <input type="radio"/> | Regular Agenda |
| <input checked="" type="radio"/> | Consent Agenda |
| <input type="radio"/> | Blue Slip |
| <input type="radio"/> | Closed Session |
| Meeting Date Requested: | |
| 01/24/2017 | |

Resol

To: Board of Supervisors

Date: 01/18/2017

From: Board of Supervisors
(Department Head - please type)

Phone Ext. _____

Department Head Signature _____

Agenda Title: City of Plymouth 100th Anniversary

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

Approval of a resolution honoring the City of Plymouth on its one hundredth anniversary on February 9, 2107.

Recommendation/Requested Action:
Approve

Fiscal Impacts (attach budget transfer form if appropriate) _____

Staffing Impacts _____

Is a 4/5ths vote required? Yes No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____ Counsel _____

Auditor JOR _____ GSA Director Hop _____

CAO _____ Risk Management _____

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

Formal Presentation on February 10, 2017

FOR CLERK USE ONLY

Meeting Date 1-24-17 Time 9 a.m. Item # 3F

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

Save

Print Form

AGENDA TRANSMITTAL FORM

To: Board of Supervisors
Date: 01/18/2017
From: County Counsel
(Department Head - please type)

Ag

| | |
|----------------------------------|----------------|
| <input type="radio"/> | Regular Agenda |
| <input checked="" type="radio"/> | Consent Agenda |
| <input type="radio"/> | Blue Slip |
| <input type="radio"/> | Closed Session |
| Meeting Date Requested: | |
| <u>01/24/2017</u> | |

Department Head Signature _____

Agenda Title: Agreement for Loan and Its Repayment with Amador Water Agency

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

Approval of an agreement with the Amador Water Agency for a Loan and Its Repayment in the amount of \$300,000.00 from the Water Supply Fund, per motion of the Board of Supervisors on October 25, 2016.

Recommendation/Requested Action:
Approve

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

Is a 4/5ths vote required? Yes No

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

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

Comments: _____

Request Reviewed by:

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

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

FOR CLERK USE ONLY

Meeting Date 1-24-17 Time 9 a.m. Item # 4A

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

Administrative Office: Approval of an agreement for a loan and repayment with the Amador Water Agency in the amount of \$300,000.00 from the Water Supply Fund to cover costs related to the Central Amador Water Project Water Right Application. (Pulled from Consent for Discussion and possible action)

Supervisor Plasse stated this matter was before the Board in March 2016 at which time it was explained that the Amador Water Agency has been operating the Central Amador Water Project (CAWP) since the late 1970's when it was constructed because a severe drought was impacting communities along the Highway 88 corridor. Over time the Water Agency realized that the increasing demands on the project would fully utilize the permitted diversion and in 2003 initiated a water right application process for additional annual acre feet. The Water Agency completed all elements of the water right application except for the environmental review because it was believed that once the proposed updated Amador County General Plan was adopted, the effort for the water right environmental review would be reduced. Supervisor Plasse questioned why this request is coming forward now that the General Plan has been adopted.

Mr. Gene Mancebo, Executive Director, Amador Water Agency, addressed the Board at this time and responded to the question posed by Supervisor Plasse by stating the current General Plan does identify for water infrastructure needs and indicates that a review is needed for the impacts of those. One issue associated with the CAWP water right is a concern over potential impacts from growth inducement. Mr. Mancebo stated the AWA currently has infrastructure in place for the project, but an increase is needed. He stated the real concern focuses around growth inducement, if proposed accommodation of increase in water demand as a result of development doesn't exceed that of the General Plan it is assumed the General Plan will fully address those issues, but that does not appear to be the case in this situation. He continued by stating the Agency has hired a consultant who is working on a Draft EIR at this time, and that is why this request is before the Board at this time.

Mr. David Evitt, District IV resident, addressed the Board and stated in his opinion there are three things in play here that would appear to make the granting of this loan a poor choice. He sees abandoned projects by the Agency, poorly spent tax and rate payer dollars, continual requests for bailout or loans from the Water Supply Fund and continual rate increases as being reason to not approve the request. Mr. Evitt stated he is speaking on the behalf of rate payers and strongly urges the Board to not grant the requested loan which he feels would enable bad decisions and disastrous financial mis-management by Amador Water Agency. He suggested the Board hold AWA accountable by proving to the Board and citizens that they can properly manage the people's money and show the Board professionalism before another loan is granted.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Morgan, seconded by Supervisor Forster and unanimously carried to authorize a loan in the amount of \$300,000.00 to Amador Water Agency from the Water Supply Fund to assist in the costs related to completion of the Environmental Impact Report as it relates to the Central Amador Water Project Water Right Permit Application. The term of the loan will be ten years and Interest will be calculated utilizing the current Local Agency Investment Fund (LAIF) rate (.84%) plus 1 % (1.84%) applied to amounts specific to those disbursed. Monies will be disbursed upon submission of invoices for expenses by the Amador Water Agency to the Amador County Auditor's Office. County Counsel will make revisions to the agreement incorporating changes discussed and bring back to the Board on a future Consent Agenda.

Absent: Supervisor Boitano

AGREEMENT FOR LOAN AND ITS REPAYMENT

THIS AGREEMENT FOR LOAN AND ITS REPAYMENT (this "Agreement") is entered into as of _____, 2017 by and between the COUNTY OF AMADOR, a political subdivision of the State of California ("County"), and AMADOR WATER AGENCY, a public agency created by the Amador Water Agency Act (Chapter 95 of West's California Water Code-Appendix), a special act of the Legislature of the State of California ("AWA").

RECITALS

A. AWA, a public agency created by the California Legislature, is pursuing a Central Amador Water Project Water Right Application (the "Project"). One component of the Project remaining to be completed is a comprehensive environmental review.

B. The County maintains a revolving Water Supply Fund (formerly the "Amador County Water Development Sinking Fund") in order to support the development of a wide range of water and wastewater related projects, which would include the proposed Project.

C. AWA is requesting a loan from the County's Water Supply fund to reimburse a portion of the Project costs related to completing the environmental review, and County desires to make such a loan to AWA, in accordance with the terms more particularly set forth below.

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

1. LOAN. County hereby agrees to loan to AWA an amount not to exceed Three Hundred Thousand and No/100ths Dollars (\$300,000) from the Water Supply Fund (the "Loan") for the Project. County will make the full amount of the loan available to AWA upon execution of this Agreement by both parties subject to all the terms and provisions hereof. AWA hereby agrees to borrow from County the full amount of the Loan, or such lesser amount as AWA may request, to be advanced from time to time and repaid together with accrued interest thereon and with all costs and charges due and owing under this Agreement.

2. ADVANCES. AWA may, from time to time during the term of this Agreement, request periodic advances of the Loan. Requests for advances shall be made in writing, signed by AWA's General Manager or his or her designee, and delivered to the Amador County Auditor. Each request for advance shall set for the amount requested and shall include sufficient evidence of corresponding prior expenditure(s) by AWA towards completion of the Project's environmental review. Following review and approval of the request for advance, the Auditor shall provide AWA with the funds so requested subject to the terms of this Agreement. Each advance shall bear interest at the rate set forth in this Agreement and each advance bearing interest shall continue to bear interest as set forth in this Agreement.

3. INTEREST. The amount of the Loan shall bear interest at 1.84% per annum from the date of distribution until repaid in full.

4. USE OF FUNDS. The funds provided by the Loan shall be used for the sole purpose of completing the Project referenced in the Recitals.

5. QUARTERLY REPAYMENT OF LOAN. AWA shall repay to County the Loan in quarterly installments over a ten-year period, (including without limitation principal and accrued but unpaid interest).

6. REPAYMENT OBLIGATION. The parties acknowledge as follows:

- a. AWA as a whole is obligated to repay the Loan, notwithstanding any individual default by AWA's constituents or others in the payment to AWA of fees, taxes, assessments, tolls, or other charges levied by AWA, and the Board of Directors of AWA shall provide for the punctual payment to County of all amounts as they become due under this Agreement.
- b. Subject to compliance with applicable laws, the Board of Directors of AWA shall, if necessary, levy upon all property within the AWA not exempt from taxation a tax, assessment, toll or charge, or combination thereof, sufficient to provide for all payments due under this Agreement, and shall enforce and collect all taxes, assessments, tolls, or charges levied and/or assessed for the purpose of providing such payments.
- c. In the event of failure, neglect, or refusal of any officer of AWA to levy any tax, assessment, toll, or charge, or combination thereof, necessary to provide for payment of amounts due under this Agreement, to enforce or to collect such taxes, assessments, tolls, or charges, or to pay over to County any money collected on such taxes, assessments, tolls or charges necessary to satisfy any amounts due under this Agreement, County may take such action in a court of competent jurisdiction as it deems necessary to compel the performance in their proper sequence of all duties relating to the levying and collection of the taxes, assessments, tolls or charges, and the payment of the money collected therefrom to the County. Action taken pursuant to this paragraph shall not deprive County of, or limit the application of, any other remedy provided by law or by this Agreement.

7. COLLECTION COSTS. Upon any default by AWA, County shall be entitled to recover from AWA all costs of collection and enforcement, including without limitation reasonable attorneys' fees. All collection and enforcement costs, and all pre-judgment past due interest, shall bear interest at the rate set forth in this Agreement.

8. TRANSACTION CHARACTERIZATION. This Agreement is a contract to extend a financial accommodation for the benefit of AWA. It is the intent of the parties hereto that the business relationship created by this Agreement is solely that of creditor and debtor and has been entered into by both parties in reliance upon the economic and legal bargains contained in the Agreement. None of the terms contained herein is

intended, nor shall the same be deemed or construed, to create a partnership between AWA and COUNTY, to make them joint venturers, to make AWA an agent, legal representative, partner, subsidiary or employee of COUNTY, nor to make COUNTY in any way responsible for the debts, obligations or losses of AWA.

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

10. TERM. This Agreement shall take effect on the date first above-stated, and shall remain in effect until AWA has fully repaid the Loan and accrued interest thereon, and any associated costs and charges.

11. CONSTRUED PURSUANT TO CALIFORNIA LAW. The parties hereto agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California.

[PARTY SIGNATURES ON FOLLOWING PAGE]

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

COUNTY OF AMADOR

AMADOR WATER AGENCY

BY: _____
Chairman, Board of Supervisors

BY: _____
President, Board of Directors

ATTEST:
JENNIFER BURNS, Clerk of the Board of Supervisors

ATTEST:
Clerk of the Board of Directors

BY: _____

BY: _____

APPROVED AS TO FORM:
Office of the County Counsel

BY: _____

AGENDA TRANSMITTAL FORM

*misc Appnts/
Resign*

| | |
|----------------------------------|----------------|
| <input type="radio"/> | Regular Agenda |
| <input checked="" type="radio"/> | Consent Agenda |
| <input type="radio"/> | Blue Slip |
| <input type="radio"/> | Closed Session |
| Meeting Date Requested: | |
| 01/24/2017 | |

To: Board of Supervisors

Date: 01/18/2017

From: Superior Court
(Department Head - please type)

Phone Ext. _____

Department Head Signature _____

Agenda Title: Law Library Commitee

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

Approval of the re-appointment of the following to the subject committee:

Laura Einstadter
John Allen
Andrea Sexton
Michael T. McEnroe
Gail S. Smyth

Recommendation/Requested Action:

Approve

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

Comments:

Committee Review?

N/A

Name _____

Committee Recommendation:

Request Reviewed by:

Chairman _____

Counsel _____

Auditor JOR

GSA Director Hop

CAO _____

Risk Management _____

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

Appointees, file

FOR CLERK USE ONLY

Meeting Date

1-24-17

Time

9A.m

Item #

GA

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on

A new ATF is required from

Department

Completed by

For meeting

of

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

ATTEST: _____

Clerk or Deputy Board Clerk

Save

Print Form



SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF AMADOR

500 ARGONAUT LANE • JACKSON, CA 95642
(209) 257-2600

ROB KLOTZ, COURT EXECUTIVE OFFICER

December 27, 2016

Amador County Board of Supervisors
810 Court Street
Jackson, CA 95642

RE: Appointment to the Law Library Committee
(Business & Professions Code §6301)

Dear Supervisors:

Enclosed you will find the *Agenda Transmittal Form* re-appointing members to the Law Library Committee for 2017.

For the Board's re-appointment to the committee are the following people per Business & Professions Code §6301(a)(5):

Laura Eeinstadter
Amador County Library
530 Sutter Street
Jackson, CA 95642
223-6405 or 223-6400
leinstadter@co.amador.ca.us

Michael T. McEnroe
Attorney At Law
PO Box 165
Amador City, CA 95601
209-267-1381
t232157@yahoo.com

John Allen
Attorney at Law
P.O. Box 232
Sutter Creek, CA 95685
223-5705
John_allen_office@yahoo.com

Gail S. Smyth
Law Office of Gail S. Smyth
300 State Highway 49
Sutter Creek, CA 95685
267-9194
gailssmyth@aol.com

Andrea C. Sexton
Commissioner/ Staff Attorney
Amador Superior Court
500 Argonaut Lane
Jackson, CA 95642
(209) 257-2653
asexton@amadorcourt.org

Sincerely,

J.S. Hermanson
Presiding Judge, Amador Superior Court

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 01/18/2017

From: Supervisor Crew

(Department Head - please type)

Phone Ext. _____

*misc app'ts
Resign*

| | |
|----------------------------------|----------------|
| <input type="radio"/> | Regular Agenda |
| <input checked="" type="radio"/> | Consent Agenda |
| <input type="radio"/> | Blue Slip |
| <input type="radio"/> | Closed Session |
| Meeting Date Requested: | |
| <u>01/24/2017</u> | |

Department Head Signature _____

Agenda Title: Planning Commissioner representing District I

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

Approval of the appointment of Keith DesVoignes to the Amador County Planning Commission to represent District I.

Recommendation/Requested Action:

Approve

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments: _____

Request Reviewed by:

Chairman _____

Counsel _____

Auditor JOR

GSA Director _____

CAO _____

Risk Management _____

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

Appointee, file _____

FOR CLERK USE ONLY

Meeting Date

1-24-17

Time

9 a.m.

Item #

6B

Board Action: Approved Yes ___ No ___

Unanimous Vote: Yes ___ No ___

Ayes: _____

Resolution _____

Ordinance _____

Other: _____

Noes: _____

Resolution _____

Ordinance _____

Absent: _____

Comments: _____

Distributed on _____

A new ATF is required from _____

Department

Completed by _____

For meeting

of _____

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

ATTEST: _____

Clerk or Deputy Board Clerk

Save

Print Form

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 01/17/2017

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

Phone Ext. 759

| |
|---|
| <input type="radio"/> Regular Agenda |
| <input checked="" type="radio"/> Consent Agenda |
| <input type="radio"/> Blue Slip |
| <input type="radio"/> Closed Session |
| Meeting Date Requested: <u>01/24/2017</u> |

misc.

Department Head Signature _____

Agenda Title: Award of RFQ 16-18 for Mine Inspections and Administration Services to Quad Knopf

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

On Thursday, November 17, 2016 at 1:30 PM Amador County Request for Qualifications, RFQ 16-18 were received, opened and read publicly for Consultant Services to Perform Mine Inspections and Administration Services for Implementation of the California Surface mining and Reclamation Act; please see attached memorandum.

Recommendation: 1) Award RFQ 16-18 to Quad Knopf perform mine inspections and administration services as required by SMARA and; 2) Authorize the Planning Director, Community Development Director, and County Counsel to negotiate final terms and conditions and develop a contract based upon the Sample Contract and Quad Knopf's response dated November 17, 2016 not to exceed the hourly rates listed in their cost proposal and; 3) Approve the Board Chairman to sign said contract for mine inspections and administration services contingent upon agreeable terms and conditions with Quad Knopf.

Recommendation/Requested Action:
See above

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

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: Sample contract, Quad Knopf's response and final score sheet are attached.

Request Reviewed by:

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

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

FOR CLERK USE ONLY

Meeting Date 1-24-17 Time 9 a.m. Item # 7A

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

GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6759 FAX: (209) 223-0749 E-MAIL: jhopkins@co.amador.ca.us



MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director *JHP*

DATE: January 17, 2017

RE: RFQ 16-18 Consultant Services to Perform Mine Inspections and Administration Services for Implementation of the California Surface mining and Reclamation Act.

Background: Amador currently has 24 mines most of which are located in the western portion of the County. These mostly open-pit mines generally involve the extraction of clays for various products, the extraction and crushing of limestone, serpentine rock, and decomposed granite for the production of road base, concrete, or fill material, or the extraction of gold bearing rock and gravels, and the mining of other materials. As lead agency under the State Surface Mining and Reclamation Act (SMARA), the County has regulatory responsibilities related to enforcement, monitoring and mine reclamation. This includes insuring each mine has a valid reclamation plan with adequate financial assurance mechanisms and that annual reviews of financial assurance estimates, on-site inspections, and the preparation of annual reports to the State Department of Conservation, Office of Mine Reclamation are performed.

Subject or Key Issue: Solicitation of qualified firms and/or individuals to perform mine inspections and administration services as required by SMARA.

Analysis: On Thursday, November 17, 2016 at 1:30 PM Amador County Request for Qualifications, RFQ 16-18 were received, opened and read publicly for Consultant Services to Perform Mine Inspections and Administration Services for Implementation of the California Surface mining and Reclamation Act.

An Evaluation Committee was formed consisting of the Planning Director, Planner III, and Community Development Director that evaluated the three (3) responses. Qualifications were evaluated by each committee member based upon points assigned to a category item and then totaled and averaged for a final score. The top two (2) scored proposals established a Short List and those firms were selected for interviews and presentations. Attached for reference is the final score scoring sheet.

Interviews were conducted on January 9th & 12th. Of the two (2) firms interviewed; Quad Knopf provided the best overall proposal for the following reasons:

1. Overall best approach and understanding of the county requirements.
2. Designated staff had capacity to inspect mines promptly and throughout year.
3. Demonstrated sound approach in performance of inspections, training of inspection and production of reports.
4. Provided the best (least) billing rates which will yield the best value to our mine operators.

Alternatives: N/A

Fiscal or Staffing Impacts: No fiscal impact. Staff resources are needed for Contract Administration.

4/5ths vote: N/A

Based upon the Committee's review I submit the follow recommendation.

Recommendation: 1) Award RFQ 16-18 to Quad Knopf perform mine inspections and administration services as required by SMARA and; 2) Authorize the Planning Director, Community Development Director, and County Counsel to negotiate final terms and conditions and develop a contract based upon the Sample Contract and Quad Knopf's response dated November 17, 2016 not to exceed the hourly rates listed in their cost proposal and; 3) Approve the Board Chairman to sign said contract for mine inspections and administration services contingent upon agreeable terms and conditions with Quad Knopf.

Proposal Evaluations RFQ 16-18 Consultant Services to Perform Mine Inspections

Name: FINAL AFTER INTERVIEWS

| CATEGORIES | | Max Points | Proposers 0-20 Points | Weight | Proposi Benchm Weighted |
|--|--|------------|-----------------------|---------|-------------------------------|
| A. Quality and Responsiveness of the Proposal | | | | 15% | |
| A.1. Proposal contains all requested information, is organized, not missing or lacking material information, does not have numerous spelling or grammatical errors, is not laborious and provided relevant information. All information requested specifically in the Executive Summary is included. | | 25 | 17.33 | | 10.4C |
| B. Work Plan | | | | 25% | |
| B.1. Detailed description of the approach and methodology to be used to complete the mine inspection reports. | | 25 | 18.67 | | 18.67 |
| C. Staffing | | | | 30% | |
| C.1. Provided a staffing plan listing associates and personnel who will be directly assigned to the project with a discussion of their responsibilities for this project and resumes. Include an organizational chart of personnel involved in the project. Also identify the extent of County personnel involvement deemed necessary to facilitate consultant's completion of tasks. The candidate shall discuss the availability of all staff proposed for this project. | | 25 | 19.33 | | 23.2C |
| D. Experience and Qualifications | | | | 30% | |
| D.1. Provided a list of experience and qualifications including a description of the nature of the proposer's present work, including a comprehensive list of current and past services providing and corresponding client's names and contact information. Services referenced in the Statement of Experience and Qualifications list the involvement of the proposed staff members. Includes evidence of any special licensing or qualifications required to perform the work. | | 25 | 20.33 | | 24.4C |
| TOTAL POINTS * 0 = Non-existent 4 = Poor 8 = Marginal 12 = Acceptable 16 = Very Good 20 = Excellent | | 100 | 75.66 | | |
| TOTAL WEIGHT (100%) | | | | 100.00% | |
| TOTAL WEIGHTED POINTS | | | | | 76.66 |

Exhibit B
PROFESSIONAL SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 2016 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and _____, a California _____ (**Corporation, Sole Proprietor, etc.**) (the "Consultant").

RECITALS

A. County desires to engage professional assistance to provide the hereinafter set forth special services.

B. Consultant is in the business of providing services similar to those set forth in this Agreement.

C. County desires to engage Consultant, and Consultant desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY CONSULTANT.

- 1.1 Upon request from County, Consultant will provide all equipment, supplies and personnel to perform professional _____ services for Amador County _____ Department (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Consultant shall comply with all applicable Federal, State and local laws relating to Consultant's performance of this Agreement.
- 1.2 Consultant shall perform the Work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. If County determines that any of the Work is not performed in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the Work and resolve matters of concern; (b) require Consultant to repeat any substandard Work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to section 4 below; or (d) pursue any and all other remedies at law or in equity.
- 1.3 Consultant is authorized to proceed immediately following full execution of this Agreement and delivery and approval of required insurance documents as required by Section 11. Performance of the Work shall be completed within the time required herein or prescribed for an individual task by County; provided, however, that if performance is delayed by earthquake, flood, high water or other act of God,

or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by the number of days equal to the number of days of delay.

- 1.4 Consultant shall complete each project assigned by County in accordance with an agreed-upon schedule.
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to make available to Consultant all existing documents and information applicable to any assigned project constituting the Work.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Consultant's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Consultant acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.
4. TERM; TERMINATION OF AGREEMENT. This Agreement shall commence on the date of execution by County and shall terminate upon the earlier of the successful completion of the Work or [REDACTED] (day[s], year[s], etc.) following the date of execution, unless extended in writing by mutual agreement of the parties. County reserves the right to terminate this Agreement with or without cause on [REDACTED] (XX days) written notice to Consultant. In the case of such early termination, Consultant shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

The County may immediately terminate this Agreement upon written notice to Consultant in the event Consultant, or any or its employees or subconsultants, fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement.

5. COMPENSATION TO CONSULTANT.
 - 5.1 Consultant shall submit [REDACTED] (weekly, monthly, etc.) invoices in arrears indicating for each item of the Work performed, hours of work expended (in quarter-hour increments), hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses. Compensation to Consultant shall be paid on a [REDACTED] (lump sum, time-and-materials, etc.) basis, with a cost-not-to-exceed limit of \$XXXX, in accordance with the fee schedule and list of reimbursable expenses set forth on **Attachment B** attached and incorporated by this reference.
 - 5.2 County shall make payment to Consultant within 30 days of the invoice for

payment, based upon the services described on the invoice and in an amount properly allowed by the County.

- 5.3 Consultant shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.
- 5.4 In the event Consultant claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Consultant shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Consultant under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

- 6.1 Consultant shall supervise and direct the Work, using Consultant's best skill and attention. Consultant shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Consultant, who shall be responsible for the proper execution of the entire Work.
- 6.2 Consultant shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform the Work, Consultant shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 6.3 Consultant shall be responsible to County for the acts and omissions of Consultant's employees, subconsultants, and their agents and employees, and any other persons performing any of the Work under a contract with Consultant.
- 6.4 A subconsultant ("Subconsultant") is a person or organization that has a direct contract with Consultant to perform any of the Work. Consultant shall not subcontract any portion of the Work unless pre-approved in writing by County. Consultant agrees that it is as fully responsible to County for the acts and omissions of Subconsultants and of persons either directly or indirectly employed by Consultant as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subconsultant and County.
- 6.5 Consultant agrees to bind every Subconsultant and every Subconsultant agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subconsultant, unless specifically noted to the contrary in a subcontract approved in writing by County. Subconsultant agrees to be bound to the

Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that the Consultant assumes toward County. Consultant agrees to be bound to the Subconsultant by all of the obligations that County assumes to Consultant under this Agreement as to the portion of the Work performed by Subconsultant.

7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of a project, as a part of any such conference, Consultant shall cooperate fully with the parties involved and shall arrange for qualified representatives of Consultant, upon request of County, to attend any such conference or visit to the site as a part thereof.
8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
9. CONSULTANT NOT EMPLOYEE OF COUNTY. It is understood that Consultant is not acting hereunder as an employee of County, but solely as an independent consultant. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Consultant has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
10. LICENSES, PERMITS, ETC. Consultant represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession and to perform the Work. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Consultant or its principals to practice its profession and perform the Work. Consultant further represents and warrants to County that any Subconsultant engaged by Consultant to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subconsultant to perform the portion of the Work that is the subject of the subcontract at issue.
11. INSURANCE.
 - 11.1 Consultant shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:
 - 11.1.1 Commercial General Liability (CGL): Commercial General Liability Insurance is required with limits of not less than One Million Dollars (\$1,000,000) per "Occurrence," including products-completed operations, personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or

the general aggregate limit shall be twice the required occurrence limit.

11.1.2 Commercial Automobile Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this contract. Coverage must include any vehicle.

11.1.3 Professional Liability - (Errors and Omissions) Insurance with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the policy provides coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

11.1.4 If the Consultant maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by Consultant.

11.2 Consultant shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, as evidence that the insurance required above is being maintained; such documents shall be furnished to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642, faxed to (209) 223-6426, or emailed to risk@amadorgov.org. Certificates and endorsements shall refer to the project or work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: Risk Management, 810 Court Street, Jackson, CA 95642.

All certificates and endorsements are to be received and approved by the County of Amador before Work commences. Failure to obtain the required documents prior to the Work beginning shall not waive the Consultant's obligation to provide them. The County of Amador reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

11.3 Certificates of insurance and policy endorsements must include the following provisions:

- 11.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County; and
- 11.3.2 Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.
- 11.3.3 Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Consultant's insurance and shall not contribute with it.
- 11.4 Consultant shall require each of its subconsultants to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.
- 11.5 Consultant shall be responsible for payment of any deductible or any self-insured retention contained in any insurance policy required under this Agreement. Any deductible or self-insured retention must be declared to and approved by County's Risk Manager prior to beginning the Work. If any deductible or self-insured retention is deemed unacceptable by County's Risk Manager, either (i) Consultant's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Upon notice to either County or Consultant of any actual or alleged claim or loss arising out of or in connection with the Work, Consultant shall immediately satisfy in full any self-insured retention provisions of Consultant's policy in order to trigger policy coverage and defense for Consultant, additional insureds, and any indemnified party. Policies with self-insured retentions must be endorsed to allow the County to pay the self-insured retention in the event the Consultant is unable to or refuses to pay the self-insured retention.
- 11.6 Waiver of Subrogation: Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant or agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 11.7 County reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other

special circumstances.

12. **WORKERS' COMPENSATION INSURANCE.** As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of not less than \$1,000,000 per accident for bodily injury and disease. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, officials, employees, representatives, or agents.

A Certificate of Exemption from Worker's Compensation Laws form is available for those with no employees.

13. **OWNERSHIP OF DOCUMENTS.** Upon completion or termination of this Agreement, County shall be entitled to ownership and immediate possession of, and Consultant shall furnish, on request, all computations, plans, correspondence, manuals, warranties, and other pertinent data gathered or computed by Consultant for the Work prior to termination. Consultant may retain copies of such original documents for Consultant's files.

14. **INDEMNIFICATION.** Consultant agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Consultant or Consultant's officers, agents, employees, independent consultants, subconsultants, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity. Consultant's indemnity obligations shall not be limited by the amount of insurance provided.

15. **PUBLIC RECORDS ACT DISCLOSURE.** Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subconsultants, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed by County to be required by law or by court order.

16. **RESPONSIBILITY FOR ERRORS.** Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County, regarding any services rendered under this Agreement at no additional cost to the County. In the event an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates, and other professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting with regard to the correction.
17. **NON-DISCRIMINATION.** Consultant shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Consultant will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Consultant shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
18. **CONFLICT OF INTEREST.** Consultant warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Consultant further agrees that in the performance of this Agreement no person having any such interest shall be employed by Consultant.
19. **ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY.** Consultant acknowledges they have obtained and read a copy of the County's policy regarding alcohol free and drug free workplace, available for review at: **Amadorgov.org/Policies**, which is hereby made a part of and incorporated herein by reference into this Contract. Consultant shall execute the policy acknowledgment attached hereto as **Attachment C**.
20. **NOTICES.** All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Consultant:

To County:
Jackson, CA 94642

With a copy to: Office of the County Counsel
810 Court Street
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or

may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

21. **CONTRACT EXECUTION.** Each individual executing this Agreement on behalf of Consultant represents that he or she is fully authorized to execute and deliver this Agreement.
22. **CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE.** The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in Amador County, California.
23. **INCORPORATION OF AGREEMENTS AND AMENDMENTS.** This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
24. **SEVERABILITY.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
25. **TIME OF ESSENCE.** Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
26. **RETENTION OF RECORDS.** Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

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

COUNTY OF AMADOR

CONSULTANT:
[redacted], a California [redacted]

BY: _____
[redacted]
Chairman, Board of Supervisors

BY: _____
Name:
Title:
Federal I.D. No.:

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR COUNTY
COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

ATTACHMENT A – SCOPE OF WORK

(Provide a summary of the work to be provided here)

1. Includes all services specified in the County of Amador RFP Number XX-XX (Title of RFP here) and;
2. Consultant's response to RFP XX-XX dated XXXX XX, 201X attached herein and;
3. Revised Statement of Work Dated XXXX XX, 201X and; (If Applicable)
4. Revised Cost Proposal Dated XXXX XX, 201X and; (If Applicable)
5. This Agreement

These documents are hereby made a part of and incorporated herein by reference into this contract.

ATTACHMENT B – COMPENSATION

Total compensation to Consultant will be made monthly on a time-and-materials basis (or task related basis) with cost-not-to-exceed XXXX Dollars and No Cents (\$0.00) in accordance with Cost Proposal dated XXXX XX, 20XX submitted by (Consultant's name here) – see attached.

The Cost Proposal and Fee Schedule attached hereto, constitute the full and complete understanding and agreement of the parties with respect to the Services to be provided by Consultant (Place Firm and/or Individual Name Here); and they supersede any prior or contemporaneous understanding or agreement, whether written, oral or communicated in any other type of medium, between the parties relating thereto. No amendment or modification of any provision of this Agreement shall be binding unless made in writing and signed by the parties hereto.

The California Constitution requires that any County contract that extends beyond the current fiscal year must be subject to future appropriations.

ADDITIONAL WORK

When the County requests additional work to be performed Consultant shall provide monthly invoices which will include an itemization of expenses for which reimbursement is being requested for. The invoice shall include for each item of the Work performed, hours of work expended (in quarter-hour increments), a detail of work performed, hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses.

HOURLY LABOR RATES

- Job Class \$XXX.00/hour
- Job Class \$XXX.00/hour

EXPENSES AND SUBCONTRACTORS

Reimbursement for owned automobiles used in connection with the Work will be at the rate of .54 cents per mile. Reimbursement for direct outside expenses (such as maps, photographs, reproductions, etc.) will be at cost.

Reimbursement for subcontractor expenses will be at cost.

These documents are hereby made a part of and incorporated herein by reference into this contract.

ATTACHMENT C

**ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY
AND DRUG & ALCOHOL TESTING POLICY FOR
FOR CONSULTANTS**

The undersigned, authorized signatory for [redacted] (the "Consultant"), certifies as follows:

1. Consultant has received a copy of the AMADOR COUNTY ALCOHOL-FREE AND DRUG-FREE WORKPLACE AND DRUG TESTING POLICY concerning maintenance of an alcohol-free and drug-free workplace as required by 41 U.S.C. Chapter 10 and California Government Code Section 8350 et seq.; and drug and alcohol testing as required by the Federal Highway Administration, 49 C.F.R. Part 382 and Department of Transportation procedures for transportation workplace drug testing programs, 49 C.F.R. Part 40.
2. All of Consultant's officers, subconsultants, and agents who perform services pursuant to the Agreement to which this Attachment "C" is attached will abide by that policy as a condition of the Agreement.
3. If any of such officers, employees, subconsultants, and agent violates the Amador County Alcohol-Free and Drug-Free Workplace and Drug and Alcohol Testing Policy, the County of Amador may terminate the Agreement immediately.

Company Name (if any): [redacted]

Signed: _____

Date: _____

Name: _____

Title: _____

**RFQ 16-18 CONSULTANT SERVICES TO PERFORM
MINE INSPECTION AND ADMINISTRATION SERVICES
FOR IMPLEMENTATION OF THE CALIFORNIA SURFACE
MINING AND RECLAMATION ACT (SMARA)**

Prepared for:

Planning Department
Amador County General Services Administration
12200-B Airport Road
Jackson, CA 95642

Consultant:



2816 Park Avenue
Merced, CA 95348
Contact: Desmond Johnston
Phone: (209) 723-2066
Fax: (209) 723-0957

November 17, 2016

Quad Knopf has not been employed in any capacity by any mining operations located within the County's jurisdiction within the last 12 months.



November 16, 2016

Amador County General Services Administration
12200-B Airport Road
Jackson, CA 95642

Re: Request for Qualifications: RFQ 16-18 Consultant Services to Perform Mine Inspection and Administration Services for Implementation of the California Surface Mining and Reclamation Act (SMARA)

Quad Knopf Inc., (DBA QK) is pleased to present this Scope of Work and professional qualifications to complete annual mining compliance services for the County of Amador. This document is prepared in response to the Request for Qualifications (RFQ) received by QK on October 28, 2016. The RFQ requests a description of QK's qualifications and, under separate cover, a cost estimate for conducting inspections and Financial Assurance Cost Estimates (FACEs), and subsequently preparing inspection reports in accordance with Amador County Codes and section 2774(b) of the California Surface Mining and Reclamation Act of 1975 (SMARA). Other related services may also be requested during the three-year duration of the contract.

As indicated in the County's RFQ, the general scope of work would be to perform annual site inspections, FACE reviews, and prepare associated reports for 24 mine sites within the County. The subject mines are shown on the attached list of surface mines that was obtained from the Office of Mine Reclamation (OMR) database. This list is based on operator-reported information and may not be up-to-date. QK would of course work with Amador County to obtain the most current and accurate list and corresponding project file information on each mine.

Our proposal is based on QK staff's extensive experience performing similar tasks for other lead agencies and mine operators in San Joaquin Valley and Sierra Nevada mountain counties. A detailed description of QK's experience and knowledge of SMARA is included. This information illustrates our qualifications to successfully perform the requested assignment for the County.

Garth Pecchenino will serve as the Principal in Charge. Mr. Pecchenino has a strong financial understanding and experience in managing SMARA projects. Desmond Johnston will be the Project Manager and is an experienced surface mine inspector as well as reclamation plan preparer. We understand that beginning in 2017, recent SMARA reforms direct that the requested tasks, when conducted by non-lead agency staff, be conducted by one of the four credentialed professionals that SMARA previously only recommended (civil engineer, forester, landscape architect, or geologist). We also understand that some lead agencies are interpreting this to mean that a credentialed professional must review and sign inspection reports but that they may be conducted by other experienced professionals. Though we believe QK can conduct the field inspections with experienced noncredentialed professionals on our staff, we are prepared to conduct the inspections and FACE reviews under either scenario as directed by Amador County.

Work on the inspections and FACE reviews will be coordinated and performed from QK's Merced office.

Thank you in advance for your consideration of our team for this project. We look forward to discussing our qualifications, schedule, and your project further as the County reviews submittals, shortlist of firms, and possible interviews. We are excited about this project and about developing a continuing relationship with the County of Amador and its staff. If you have any questions regarding this proposal or our team's qualifications, please do not hesitate to contact me at Des.Johnston@QKinc.com or Garth Pecchenino at Garth.Pecchenino@QKinc.com, or by phone at (209) 723-2066.

Respectfully submitted,

Desmond Johnston, AICP
Project Manager

P160621

Garth Pecchenino, PE
Vice President of Technical Services

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Appendices

A - Sample Work Products

- Revegetation Plan for Arvin Quarry
- Cooper Clay Mine FACE
- Valley Sand & Gravel Reclamation FACE
- Surface Mining Inspection Report – Boydston Pit
- Surface Mining Inspection Report – Lee Gill Granite
- Surface Mining Inspection Report – Kaweah River Rock

B - Project Team Resumes

Statement of Experience and Qualifications

The following is a brief description of the history and organization of QK.

QK Inc.

QK has a diverse staff of 100 employees in five offices – Merced, Roseville, Fresno, Visalia, and Bakersfield.

QK is built on five distinct areas of expertise that work together to make the built environment possible. We have the industry's most creative professionals in:

- Planning
- Biology & Environmental Permitting
- Engineering Design & Construction Mgmt.
- Survey & GIS
- Urban Design & Landscape Architecture

Within these five areas of expertise, QK's specialized experience **helps** visionary clients throughout California. Our services include:

- Environmental Planning
- Biological Resources
- Environmental Permitting
- Land Use Planning
- Civil Engineering
- Traffic Engineering
- Utility Coordination
- Construction Management
- Labor Compliance
- Land Surveying
- Geographic Information Systems
- Urban Design
- Landscape Architecture

Since 1972, QK has successfully partnered with cities, counties, state agencies, and other public agencies, to use our talents and services in the development of efficient solutions that have lasting positive impacts. These efforts result in the establishment of sustainable communities that offer a better quality of life.

QK is the most helpful infrastructure firm in California:

- Over 40 years of service throughout California
- Key personnel with experience in working for local government and affiliated agencies
- Professionally registered, licensed or certified staff in a variety of disciplines (**PE, TE, PTOE, PLS, AICP, ASLA, LEED AP, QSD/QSP, PMP, ISL, ENVSP**)
- A verifiable record of widely varied and successful project experience
- Direct, concentrated involvement of senior professionals
- Documented Quality Management Program (QMP)
- Effective Project Management utilizing real-time Deltek Vision integrated management platform and reporting



Technical Capabilities

Planning/Environmental

QK's skilled planning professionals **help** our public and private sector clients balance environmental protection with the social, technical, and economic benefits of each project. For over 40 years, QK has used a sensible approach to address environmental concerns with innovative, cost-effective solutions.

QK's environmental planning staff has prepared over 4,000 CEQA and NEPA environmental documents that successfully meet project objectives and schedules while complying with ever changing environmental regulations.

We advocate on behalf of our clients to **help bring about the best possible outcome**. We firmly believe that our partnership **helps** produce a better quality of life. QK's team of environmental planners is well versed in the preparation of the following:

- Environmental Impact Reports (EIR)
- Initial Studies
- Negative Declarations/Mitigated Negative Declarations
- Categorical Exemptions
- Environmental Impact Statements (EIS)
- Environmental Assessments (EA)/Findings of No Significant Impacts (FONSI)
- Categorical Exclusions
- Air Quality Assessments
- Cultural Resource Assessments
- Mitigation Monitoring & Reporting Plans and Programs
- Storm Water Pollution Prevention Plans (SWPPP)
- Water Supply Assessments
- Global Climate Change Evaluation/Greenhouse Gas
- Technical Documents in Support of NEPA Compliance.

QK's environmental planners have produced defensible documents that can withstand public controversy and opposition. We have a track record of substantial success in devising practical approaches to mitigating potential environmental concerns. We have also developed and maintained strong relationships with federal and State regulatory agencies and their staff.

Environmental Permitting

We help our clients by providing full technical analysis and complete project support for local, State, and federal biological resource permitting:

- U.S. Army Corps of Engineers Section 404 and 404(1)(b) permits
- U.S. Fish and Wildlife Service
 - Section 7 Consultations, Endangered Species Act
 - Section 10(a)(1)(B) Habitat Conservation Plans, Endangered Species Act
 - Migratory Bird Treaty Act compliance
- U.S. Forest Service and Bureau of Land Management Biological Evaluations (BEs)
- Regional Water Quality Control Board
 - Section 401 permits, Clean Water Act
 - Storm Water Pollution Prevention Plans (SWPPPs)
 - National Pollutant Discharge Elimination System (NPDES) permits
- California Department of Fish and Wildlife
 - Section 1602, Lake and Streambed Alteration Agreement applications
 - Section 2081, Incidental Take Permit Applications
 - Section 2080.1 Consistency Determination
- California Department of Transportation encroachment permits

- Local government permit compliance
 - Preparation of Mitigation monitoring and reporting plans
 - Implementation of compliance and reporting programs
 - Applications for local project permits

SMARA Experience

Client: County of Tulare Resource Management Agency

Task: In 2006-07, Desmond Johnston reviewed County mining CUP files and gathered pertinent documentation; met with operators and conducted mine inspections, prepared reports for submittal to OMR, and trained new staff.

Contact: David Bryant, Chief Planner, Special Projects
5961 S Mooney Blvd, Visalia, CA 93277
Phone: :(559) 624-7000

Client: V. A. Rodden, Inc.

Task: Desmond Johnston worked with USACOE and USFWS to conclude wetland and endangered species mitigation plan; worked with local resource conservation district to accept perpetual conservation easement and management; working on reclamation plan amendment, and carry out annual compliance activities including FACE updates for 30-acre clay mine in Tuolumne County.

Contact: William Jackson, President
4000 Ellenwood Road, Oakdale, CA 95361
Phone: (209) 847-0928

Client: Central Valley Concrete

Task: Desmond Johnston prepared two CUP applications, mine reclamation plans and FACES for sand & aggregate proposals, and represented both through County processing/CEQA review to Planning Commission approval.

Contact: Brandon Williams, General Manager
3823 N State Hwy 59, Merced, CA 95348
Phone: (209) 723-8846

Client: Valley Sand & Gravel

Task: Desmond Johnston prepared interim management plan, permit modifications, and annual compliance assistance including initial and updated FACES for a 32-acre aggregate quarry.

Contact: Mike Wenger, President
20497 Canyon Road, Los Banos, CA 93635
Phone: (209) 631-3799

Client: Merced Irrigation District

Task: Cressey Basin Project – Prepared the small mine applications for the removal of the sand material for the development of a recharge basin. MR. Pecchenino also assists MID with other material removal projects to determine the regulatory requirements for the movement and sale of those materials.

Contact: Hicham El Tal, Assistant General Manager
744 W 20th Street, Merced, CA 95340
Phone: (209) 722-5761

Sample Work Products

Samples of similar work products have been included in the appendix.

Desirable Qualifications

QK staff has extensive experience with lead agency SMARA compliance. In addition to performing inspections, our staff has prepared yearly inspection reports as County lead agency staff, and have worked with lead agencies to submit all required documents and related materials to OMR. Where violations or potential problems have been identified at mine sites, we work with the mine operator to take the appropriate steps to be compliant in accordance with SMARA, the approved reclamation plan and lead agency ordinance.

Annual Inspections

As the Environmental Coordinator and a staff planner with Merced County, Desmond Johnston conducted the County's first mine inspections in 1991, when SMARA amendments initiated the requirement for counties to inspect annually. Following that he conducted the County's inspections for the next several years, bringing together and solidifying a compliance program that gained the support of operators. In 2006-2007 Mr. Johnston conducted Tulare County's mine inspections at a time when County staff was without an experienced SMARA administrator. This task included training new staff in Tulare County's Planning Department on how to correlate requirements described in CUPs, MMRPs, and reclamation plans to both existing and unconstructed physical features on quarry sites.

Financial Assurances

QK staff has prepared Financial Assurance Cost Estimates (FACES) compliant with SMARA for surface mining reclamation plans that we prepared, and for other quarries that did not yet have them. This includes:

- Sumpter Sand Mine, Merced County
- Robinson Sand Mine, Merced County
- Valley Sand & Gravel, Merced County
- Cooper Clay Mine, Tuolumne County

QK engineers also have a great breadth of detailed experience in cost estimating for other mass grading projects, including Calaveras Materials Merced River aggregate mine, Santa Fe Aggregate's Bettencourt mine, Doolittle Tailing project and Central Valley Concrete's various sand mines in Merced County. QK staff has also provided cost estimating for those mass grading projects that deal with the land development of residential housing and commercial projects.

Staffing

The following staff and roles are provided to complete Amador County's annual inspection, FACE review and reporting responsibilities, and to assist with additional SMARA activities as may be needed. Complete resumes for the professional staff identified are provided as an appendix.

Key Personnel

Garth A. Pecchenino, PE PLS, QSD

Principal Engineer/Branch Manager

- Registered Civil Engineer, State of California, No. 52678
- Professional Land Surveyor, State of California, No. 7825
- Registered Agricultural Engineer, State of California, No. 492
- BS, Agricultural Engineering, California Polytechnic State University, San Luis Obispo

Mr. Garth Pecchenino will serve as the Principal-in-Charge on this project.

Mr. Pecchenino will be responsible for FACE reviews and overall project delivery from kick-off to completion, negotiations and discussions regarding the contract. More importantly, Mr. Pecchenino will strive to maintain a high level of Client satisfaction by providing oversight of the overall project team to deliver quality product.

Desmond Johnston, AICP

Senior Planner

- Certified Planner, American Institute of Certified Planners (AICP)
- BS, Natural Resources Management (Environmental Management concentration) California Polytechnic State University, San Luis Obispo.

As a Senior Planner, Mr. Johnston will be project manager and lead field inspector, and be responsible for completion of SMARA reporting documents.

Mr. Johnston has 25 years of experience in both the public and private sectors, focused on environmental analysis and regulatory planning. His professional experience includes 13 years of employment with the Merced County Planning and Community Development Department, ten years of consulting experience, and, recently, the position of Planning Manager for the Monterey Peninsula Airport District. Mr. Johnston was the SMARA administrator at Merced County for several years, conducting and/or organizing annual inspections and compliance activities, and preparing or managing CEQA review documents on new mining applications. He subsequently prepared several mine reclamation plans while in private consulting. He has participated in numerous OMR-sponsored training events for lead agency staff and consultants during his career.

Spencer A. Supinger, PE

Associate Engineer

- Registered Civil Engineer, State of California, No. 75909
- Envision Sustainability Professional, ENV SP
- Institute for Sustainable Infrastructure (ISI) Approved Trainer
- BS, Civil Engineering, Brigham Young University, Provo, 2005

Mr. Supinger will be the primary reviewer of updated FACE assumptions and calculations provided to the County by the mine operators. Mr. Supinger will also accompany Mr. Johnston during field inspections during Year 1 of the contract. QK will provide one field inspector in the following two cycles.

Mr. Supinger is a registered civil engineer and project manager with 10 years of experience. He is one of fifteen Institute of Sustainable Infrastructure (ISI) approved trainers in California for the Envision rating system. He has extensive experience using AutoCAD, WaterCAD, FlowMaster, and Visual Basic to perform engineering calculations, and to simulate water, sewer and storm drainage systems. He has performed engineering services and system studies for a variety of water, sewer, and storm drain projects for communities throughout the Central Valley. His studies have supported fee ordinances, master plans, engineers' reports, and water assessment reports, in addition to grant applications. Mr. Supinger's recent projects include site development for Grove Estates Minor subdivision, Merced County Animal Control Facility, Castle Airport Passenger Terminal, and numerous other projects, for which his work was used in the development of water, sewer, storm drainage infrastructure and mass grading necessary to support the new facilities.

Curtis Uptain
Principal Biologist

- CDFW Approved Qualified Biologist for the Metropolitan Bakersfield Urban Development: Incidental Take Permit (ITP) No. 2081-2013-058-04,
- Certified Associate Wildlife Biologist, Wildlife Society
- Certified Instructor – Human Impact Evaluation Procedures for the Mohave Ground Squirrel, CDFWS
- Certified in Fairy Shrimp Identification, USFWS Certified in Habitat Evaluation Procedures, USFWS
- MA, Zoology, California State University, Fresno
- BA, Biological Sciences, California State University, Fresno

Mr. Uptain will provide opinions and recommendations, and oversee the preparation of any biological documentation, permitting, and monitoring services for any SMARA activities under this contract that may require review by a biologist.

As Principal Biologist, Mr. Uptain oversees and coordinates all necessary biological tasks needed to meet applicable regulations and Resource Agency approvals. Mr. Uptain specializes in conducting biological resource inventories and studies in the southwestern United States. He has more than 20 years' experience working with federally- and state-listed endangered species. Additionally, he has been responsible for documenting the results of research and surveys in numerous technical reports such as Environmental Assessments (EAs), Environmental Impact Reports (EIRs), Environmental Impact Statements (EISs), Biological Opinions (BOs), mitigation and monitoring plans, habitat management plans, and habitat conservation plans. Mr. Uptain currently holds federal and state permits to trap and handle a number of threatened and endangered species. Mr. Uptain is highly respected by the regulatory staff within the various resource agencies and he is extremely effective at balancing the critical objectives of project sponsors with the environmental concerns of the permitting process.

Jerome Keene, AICP
Planning Assistance/GIS Assistance

- MS, Community Development, University of Nebraska, Lincoln
- BA, Geography, California State University, Fresno

Mr. Keene will provide support for any follow up SMARA activities that may be requested by the County, such as mining CUP processing, reclamation plan review, and consultations with OMR and other agencies.

As former staff with Madera County Planning Department, Mr. Keene has reviewed processed many large conditional use permit projects, while also overseeing CEQA and General Plan compliance for various public agencies. His experience includes the review of Master Plans and General Plans to ensure that individual project plans remain consistent with the intent of overarching Plans. Mr. Keene's professional opinion, negotiating skills, and expertise on the obligations of County governance related to Planning are highly valued and often called on.

Dan Garver, LLA
Landscape Architect

- Licensed Landscape Architect, State of California, No. 4178
- AA, Liberal Studies, College of the Sequoias, Visalia



Mr. Garver will be responsible for providing recommendations, and coordinating and designing any landscaping and irrigation as may be needed.

Mr. Garver is a licensed Landscape Architect with 24 years of professional experience in landscape and amenity design for projects such as downtown streetscapes, office complexes, educational facilities, parks and recreational areas, skate parks, walking trails, and bicycle paths. He is familiar with a variety of design techniques, including the use of native and low-maintenance plant types to provide long-term savings in maintenance and irrigation cost. Mr. Garver is also familiar with designing Bio-Retention Cells to capture rain water and retain it onsite in attractive water gardens that will help filter the water prior to percolating into the ground water. He is experienced in cost-saving techniques such as incorporation of low-water-use native plants and employing “smart” watering systems that use Web-based technology. Mr. Garver has recently provided landscape and irrigation design for the McNamara Park for the City of Merced (*2015 California Parks and Recreation Society (CPRS) Award of Excellence Winner; 2015 APWA – Central Valley Chapter Project of the Year – Building/Structure (Recreation), Under \$5 Million Award Winner*) and the Fallen Heroes Park for the City of Porterville (*2015 APWA – Central Valley Chapter Project of the Year, Small/Rural Communities, Building/Structure (Recreation) Award Winner; 2015 Tree Fresno, Arbor Day Award Winner*).

Tyler Schade
Associate Biologist

- 38 Hour USACE Wetland Delineation Certification, No. 6730
- MA, Liberal Arts, California State University, Sacramento
- BS, Environmental Science, Oregon State University
- BA, English, California State University, Sacramento

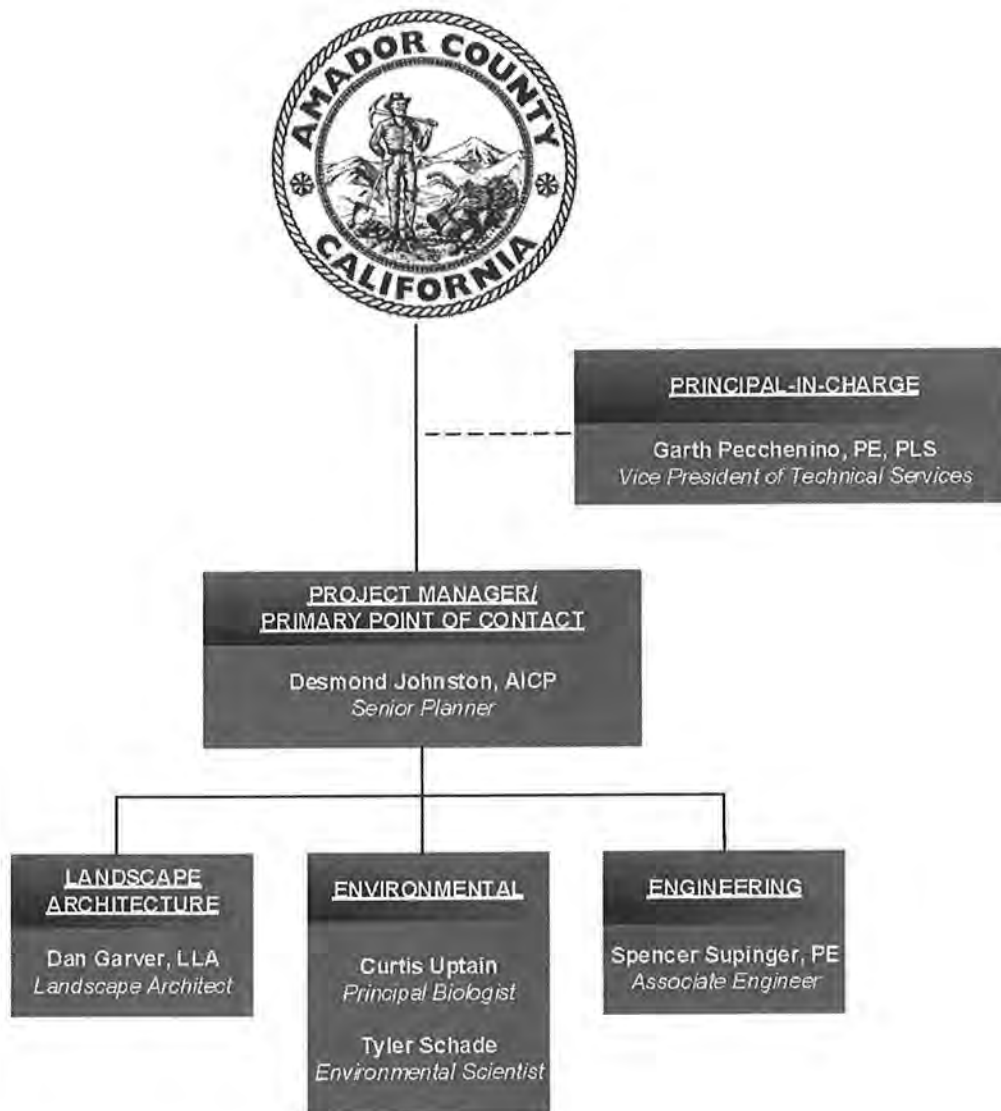
Mr. Schade will support Mr. Uptain in the preparation of reviews and products requiring the expertise of wildlife biologists, if needed.

Mr. Schade has eight years of experience as a biologist in the private consulting, non-profit, and government sectors surveying biological resources throughout Northern and Central California. His experience includes conducting protocol wildlife surveys, delineating wetlands and Waters of the U.S. monitoring water quality for regulatory compliance, and preparing the biological components in technical reports, such as environmental assessments, environmental impact reports, environmental impact statements, biological analysis, mitigation and monitoring plans, habitat management plans, and wetland and waters delineation reports. Mr. Schade has also prepared numerous Section 1600, 404, and 401 permit applications. Mr. Schade spent three years working in environmental education and in trail design, construction, and maintenance. He has a working knowledge of GIS map preparation and spatial analyses using current ArcGIS applications. Mr. Schade has wetland training certification and is experienced in desert water delineations per CDFW guidelines.

Organizational Chart

Mr. Pecchenino, Mr. Johnstonn and Mr. Supinger are the staff who will work directly on Amador County’s primary annual compliance tasks – inspections, FACE reviews, and reporting. These team members are committed and available for the project. Workloads of the individuals are flexible. QK’s staff biologists, landscape architect, and additional planners or engineers are not expected to be needed for inspections or FACE reviews, but are available if a particular mine warrants that attention. All staff are available as needed for other SMARA activities at the request of Amador County as requested by the RFQ and described in the Executive Summary of this RFQ response.

It is expected that Amador County Planning Department management staff will provide coordination and oversight of the work, and access to necessary files, as identified in the RFQ. Although not specifically described in the RFQ, it is assumed that County staff will want to initiate contact with mine operators prior to inspection, apprise them of the County’s responsibilities and the operators’ obligations, and to coordinate the inspection schedule. However, QK can also undertake this if desired by the County.



Execution of Sample Agreement

We respectfully request that Section 14, Indemnification by Consultant, be replaced with the below language. This language will ensure that we are responsible for and will provide indemnity and hold harmless for our actions and the actions of our sub consultants, but not the actions of others.

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, and hold harmless Agency and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants), and the Agency in the performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

Rate Schedule



| 2016 Charge Rate Schedule | |
|--|-------------|
| Technical Services | |
| Project Assistant | \$88 /hour |
| Project Administrator | \$88 /hour |
| Assistant CADD Technician/Designer /GIS Technician | \$83 /hour |
| Associate CADD Technician/Designer /GIS Technician | \$97 /hour |
| Senior Associate CADD Technician/Designer/ GIS Analyst | \$142 /hour |
| Senior CADD Technician/Designer /GIS Analyst | \$127 /hour |
| Professional Services | |
| Engineering | |
| Assistant Engineer | \$140 /hour |
| Associate Engineer | \$133 /hour |
| Senior Associate Engineer | \$156 /hour |
| Senior Engineer | \$180 /hour |
| Principal Engineer | \$199 /hour |
| Planning/Environmental/Landscape Architecture | |
| Assistant Planner/Environmental Scientist | \$77 /hour |
| Associate Planner/Environmental Scientist | \$97 /hour |
| Senior Associate Planner/Environmental Scientist | \$121 /hour |
| Senior Planner/Environmental Scientist/Landscape Architect | \$142 /hour |
| Principal Planner/Environmental Scientist | \$157 /hour |
| Senior Principal Planner/Environmental Scientist | \$187 /hour |
| Construction and Project Management | |
| Field Construction Observer | \$99 /hour |
| Associate Field Construction Observer | \$148 /hour |
| Senior Field Construction Observer | \$138 /hour |
| Assistant Construction Manager | \$140 /hour |
| Associate Construction Manager | \$129 /hour |
| Project Manager | \$133 /hour |
| Senior Associate Construction/Project Manager | \$148 /hour |
| Senior Construction/Project Manager | \$165 /hour |
| Principal Project Manager | \$100 /hour |
| Surveying | |
| Assistant Surveyor | \$97 /hour |
| Associate Surveyor | \$140 /hour |
| Senior Associate Surveyor | \$133 /hour |
| Senior Surveyor | \$156 /hour |
| One-Person Survey Crew | \$121 /hour |
| Two-Person Survey Crew | \$198 /hour |
| Three-Person Survey Crew | \$240 /hour |

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

Expenses:

| | |
|--|-------------|
| Plotting, In-house Printing and Reproduction, Equipment Rentals, Laboratory Analyses | 1.15 x Cost |
| Transportation and per diem | 1.15 x Cost |
| Mileage | \$0.63/mile |
| Off-road vehicles | \$50.00/day |
| Communication expenses (telephone, parcel post, etc.) | 1.15 x Cost |
| Other Expenses - Including Subconsultants & Purchased Services through Subcontracts | 1.15 x Cost |

Rates are effective through December 31, 2016. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Litigation support will be billed at \$300 per hour. Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.



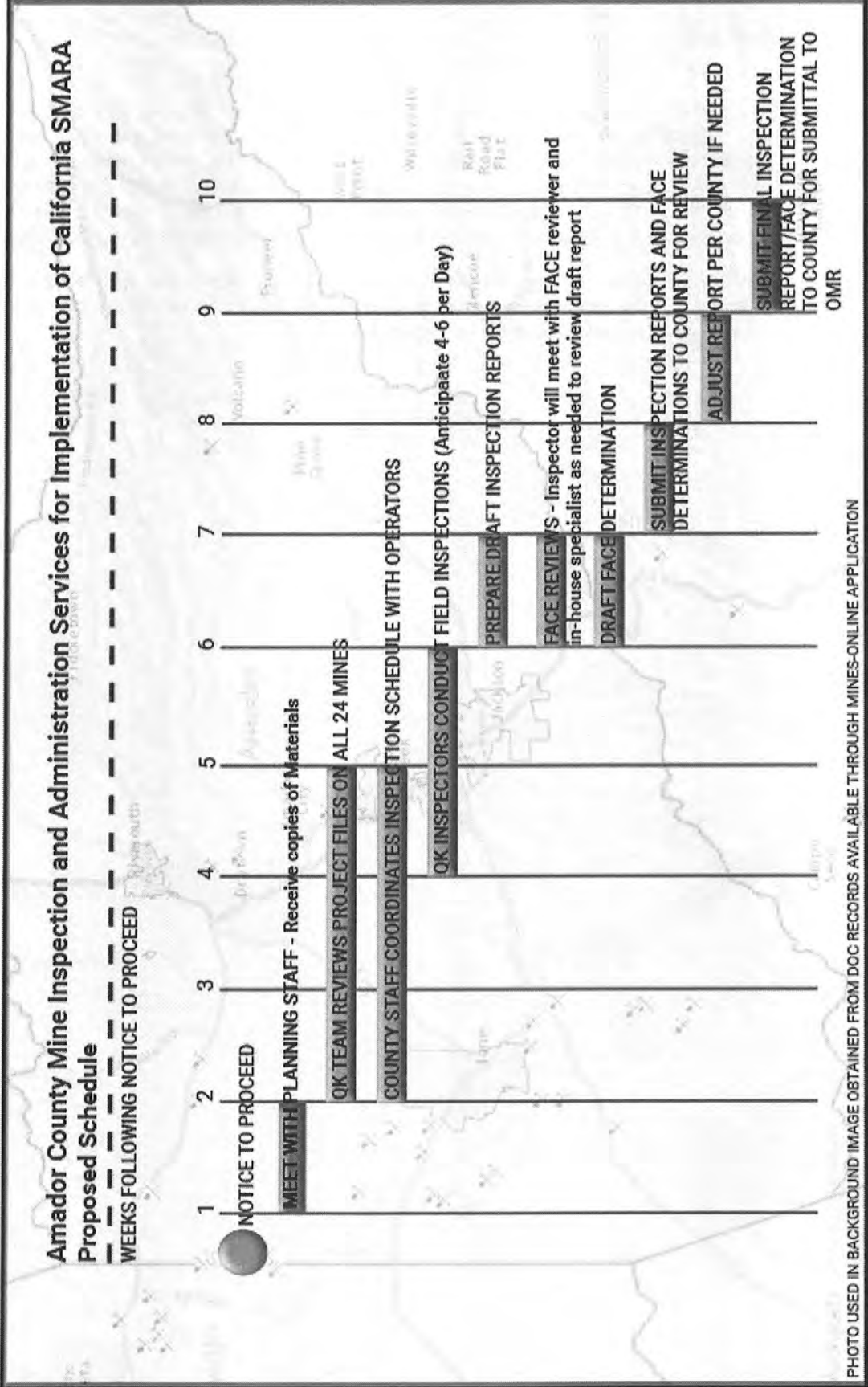
Compensation

Services are provided on a time and materials basis and will be billed per the professional fee schedule as shown on the previous page. Invoices are sent monthly based on the prior month's services completed, with terms of net 30.

Project Schedule

For the initial inspection cycle, QK will complete the inspections within six weeks following notice to proceed by Amador County. This can be reduced by one or two weeks if (1) existing compliance files are in good order and (2) Amador County staff is able to coordinate the inspections schedule with operators earlier. We understand that not all operators respond quickly and so have included a three-week window to tie that down. In the subsequent two inspection cycles posited by the RFQ (of the three-year contract term), we anticipate that QK will need one week or less to review the files prior to inspection, and will complete the inspections in September as desired by the County

Draft inspection reports and FACE reviews will be completed one week following inspections, and forwarded as PDFs to County Planning for review. The entire sequence will be completed in ten weeks or less. A schedule for completing all inspection related tasks is provided on the following page.



Executive Summary

QK will provide the following services to Amador County as part of this contract:

- A. It is expected that Amador County Planning staff will initiate contact with operators to arrange an inspections schedule. QK can prepare a template memo to mine operators apprising them of pending inspections, the need to provide updated FACEs, and to expect a phone call to arrange a meeting time, if County staff desires. QK will work with the County to achieve a schedule that works for all parties and that accomplishes the overall scope within the County's desired 12-week compliance period. We believe the task will be completed in ten weeks or less.
- B. Conduct the Annual SMARA inspection, complete inspection form MRRC-1 (Rev. 7/13) and provide an inspection report for each of the 24 mine sites within the County's jurisdiction. Each inspection will include a review of the updated financial assurance cost estimate for the site. These will be provided to the designated County Planning Department staff person in draft form for review first, if the County wishes, with one week allotted for comment. Final reports will be returned to the County within one week.
- C. Provide three copies of the Surface Mining Inspection report for each mine located within the County. The reports will be distributed by the County as follows: 1 – County file, 1 – Office of Mine Reclamation, and 1 – mine operator. The inspection report for each site will be accompanied by a transmittal letter template to be used by the County to submit the reports to the State within 30 days of the inspection as required.
- D. Submit each SMARA Inspection report to the County on CD in pdf format.

QK will additionally, on request of Amador County Planning Department, provide the following services to Amador County under this contract:

- A. Be available on an as-needed basis to review proposed conditional use permits, Reclamation Plans, Reclamation Plan Amendments, Interim Management Plans, FACEs and financial assurance mechanisms.
- B. When requested by the County, be available on an as-needed basis for periodic site visits.
- C. Review and become familiar with all pertinent data on the quarries and mines including but not limited to location, geology, existing use permit, prior annual reports, financial assurance estimate and mechanism, reclamation plan or interim management plan.
- D. When requested by the County, attend meetings, conference calls and Board of Supervisor/Commission meetings as requested by authorized County staff.
- E. When requested by the County, assist and represent the County with the Office of Mine Reclamation and/or the State Mining and Geology Board.
- F. When requested by the County, communicate with the State on SMARA issues as needed.
- G. When requested by the County, consult with other County Departments and County Counsel on ongoing mining projects as needed.
- H. Complete additional work as requested by the County Planning Director.

QK is a unique consulting company with five specialized disciplines, and lead staff members assigned to this effort have over 25 years of experience working in SMARA programs.

QK employs a staff of 100 full time professionals that include the necessary skills and credentials to accomplish all SMARA activities. With offices in Roseville and Merced, we are well within a reasonable geographic distance to serve Amador County, and we are excited to do so.



Work Plan

Document Review

SMARA Section 2774(b) requires Lead Agencies to conduct annual inspections within 6 months of receiving the mine operator's annual report pursuant to Public Resources Code Section 2207. SMARA also requires all inspections be reported on a form developed by OMR (MRRC-1) and approved by the State Mining and Geology Board (SMGB).

Prior to conducting each inspection, QK staff will perform the following:

- a) Review the mine site's approved reclamation plan and use permit.
- b) Itemize items important to inspect on new inspection form, including any conditions of approval.
- c) Review past inspection forms and note items that need to be addressed during the current inspection.
- d) Review the operator's Annual Report
- e) Review the current Financial Assurance Cost Estimate (FACE)

Review of these documents before the inspection will allow identification of any past compliance recommendations, warnings or violations. The inspector will then verify if these items have been addressed in the previous year during the current inspection.

Conducting Inspections

After reviewing the pertinent documents for each site, QK will be familiar with the site's operations, conditions of approval and site history. The inspection is required to verify that the operations are being conducted in compliance with the approved reclamation plan and use permit. In order to complete the inspection form, it is also necessary to review the financial assurance cost estimate (FACE) to determine if adjustments are necessary (SMARA Section 2773.1(a)(3)). Through this review, QK will verify if the costs for existing disturbance and the next year's planned disturbance is accurately reflected in the current FACE. This estimate will subsequently be compared to the mine site's financial assurance mechanism (FAM) to assure adequate coverage for reclamation is in place.

If the FACE indicates a need to change the existing FAM, a statement will be included in the inspection report package that recommends the FAM be modified per California Code of Regulations Section 3805.5. If it is determined that the FACE does not meet the standards of SMARA, a letter identifying the deficiencies in the FACE will be prepared and provided to County staff to send to the operator. The operator is provided sixty (60) days to respond with modifications to the FACE. It is important to note that, upon submittal to the State, OMR has 45 days to review and comment on the lead agency's request to modify financial assurances.

Upon completing the inspection and FACE review, QK will prepare an inspection report. The inspection report shall consist of a copy of the completed inspection form MRRC-1 plus any other supporting information that may be necessary to adequately describe conditions at the mine site. This information may include annotated photographs, maps and a brief history of significant items for the site. In addition to the completed inspection report, a statement regarding the status of compliance of the operation will be provided. This package must be sent to OMR within 30 days after the inspection has been completed. A copy of the completed inspection report and the lead agency statement of compliance shall also be provided to the mine operator.

REVEGETATION PLAN

ARVIN QUARRY GRANITE CONSTRUCTION



July 2015

Revegetation Plan
Arvin Quarry
Granite Construction

Prepared for:
Granite Construction, Inc.
3005 James Road
Bakersfield, CA 93308
Contact Person: Bill Taylor
Phone: 661-399-3361
Fax: [REDACTED]

Comment [C1]: Need to include a fax number or remove the line item.

Consultant:



Quad Knopf
5080 California Ave., Suite 220
Bakersfield, CA 93309
Contact: Eric Schaad
Phone: (661) 616-2600
Fax: (661) 616-5970

July 2015

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1.0 INTRODUCTION

1.1 General Overview

Granite Construction, Inc. (Granite) owns and operates Arvin Quarry (State Mine ID No. 91-15-0024), located approximately 4.0 miles east of the City of Arvin in Kern County, California (Figures 1 and 2). The surface mining and reclamation practices of this mine are subject to the Surface Mining and Reclamation Act (SMARA) of 1975. Regulations under SMARA (§ 3705) require the preparation and implementation of a Revegetation Plan as part of the Reclamation Plan requisite for the mine. In compliance with SMARA and Kern County Conditional Use Permit (CUP) #6, Map 145, Granite will implement this Revegetation Plan when mining operations cease in approximately five years. Success criteria described in this Revegetation Plan meet SMARA guidelines and were established through consultation between Granite, the Kern County Planning and Community Development Department, and the California Department of Conservation's Office of Mine Reclamation (OMR).

Comment [C2]: This is really well done and is the type of intro that we need to see more often in our reports.

1.2 Project Description

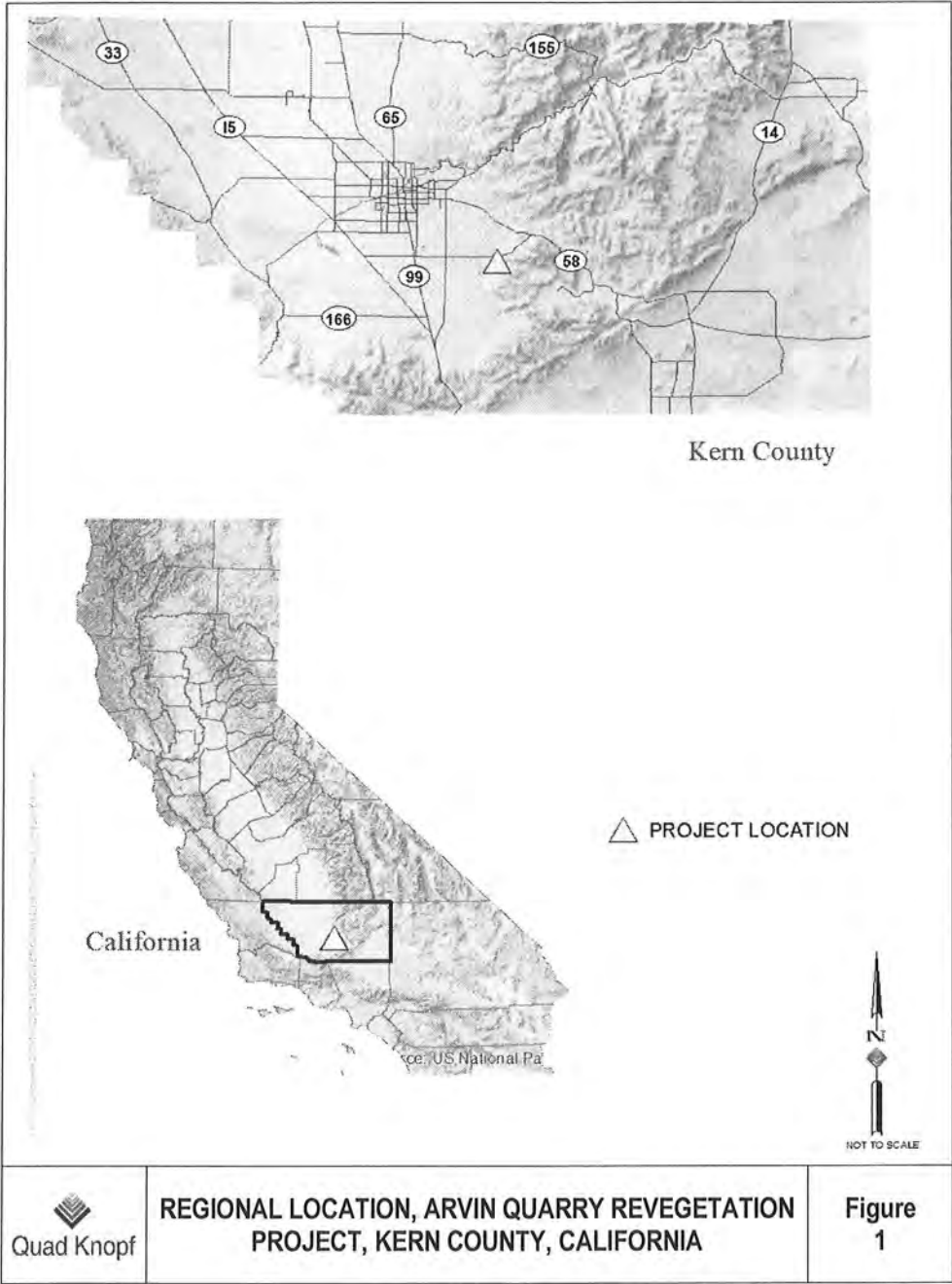
Arvin Quarry (Project site) encompasses approximately 190 acres on an alluvial fan within Tejon Ranch on the western slopes of the Tehachapi Mountains (Figure 3). Arvin Quarry is a surface mining operation that extracts sand and gravel utilizing open pit mining techniques. The Board of Zoning Adjustment approved Conditional Use Permit 4, Map 145 (Resolution 89-80) on April 3, 1980, which authorized the installation of an asphalt batch plant and approval of a reclamation plan for an existing 40-acre mine site. On July 5, 1984, the Board of Zoning Adjustment approved Conditional Use Permit 5, Map 145 (Resolution 203-84) for a 50-acre surface mining and reclamation plan expansion to the existing mining operation. On May 13, 1999, the Planning Commission approved Conditional Use Permit 6, Map 145 (Resolution 53-99) to allow the a 99-acre expansion of thea surface mining operation and reclamation plan. On February 13, 2003, the Planning Commission approved a Modification of Conditional Use Permit 6, Map 145 to allow the alteration of mine boundary limits (decreasing the area permitted for mining by approximately 13 acres) and an increase in the permitted depth of mining from 150 feet to 210 feet.

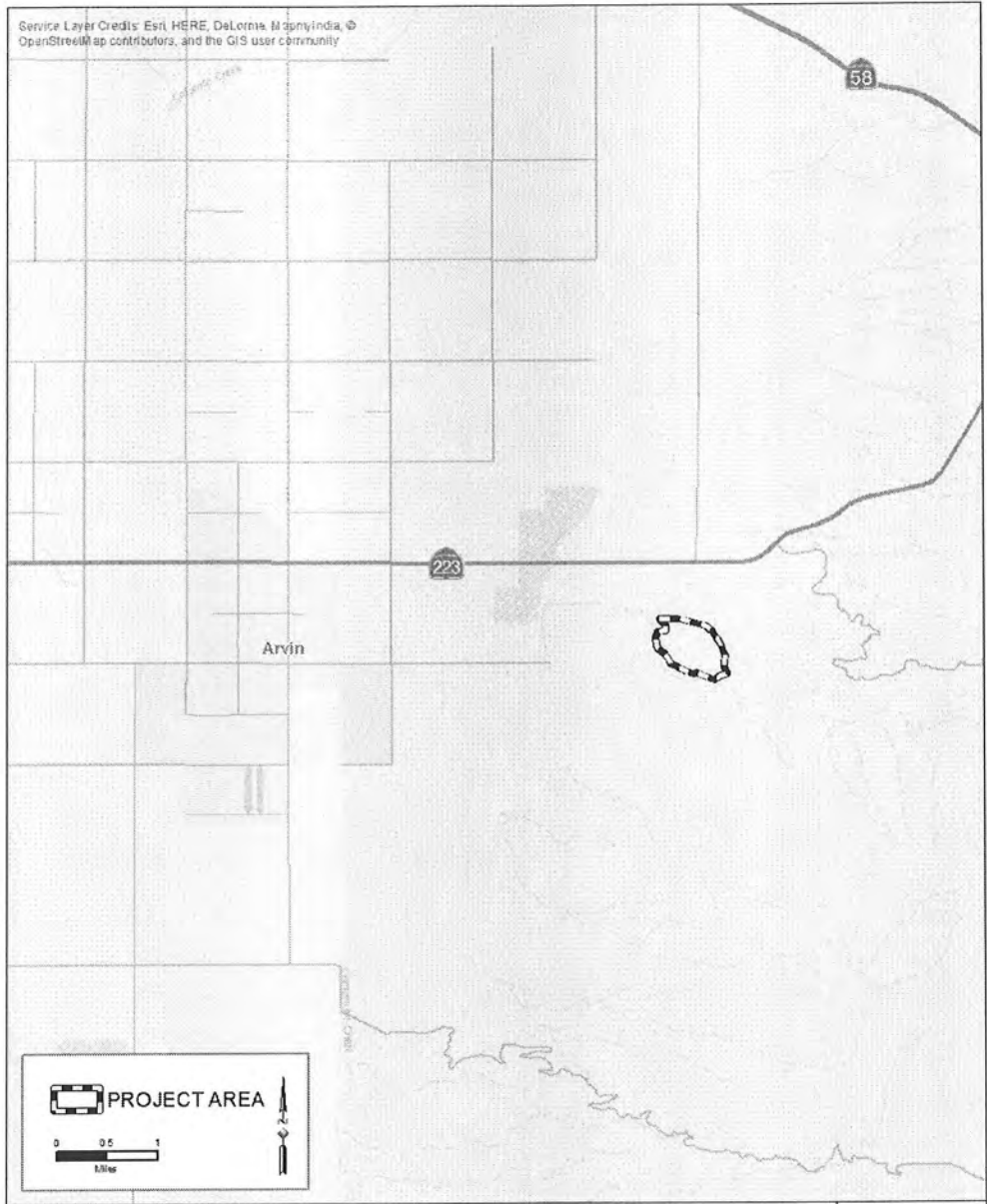
Comment [C3]: So what does all of this mean? I think this is great background, but we need at least a sentence or 2, or maybe a separate paragraph that provides a "current look" at what all of this boils down to. What is the current scope of the project based on all of this, and what will the restoration plan be focusing on?

2.0 PROJECT SETTING

2.1 Location

The Project site is located approximately 4.0 miles east of the City of Arvin in Kern County, California. The Project site lies within the U.S. Geological Survey (USGS) 7.5 minute quadrangles of Arvin and Bear Mountain, in Sections 27, 28, 33, and 34 in Township 31 South and Range 30 East of the Mount Diablo Base and Meridian. The Project site is located on the west edge of Tejon Ranch on the western slopes of the Tehachapi Mountains.





| | | |
|---|---|------------------------------|
|  Quad Knopf | GENERAL VICINITY OF THE PROJECT SITE, ARVIN QUARRY REVEGETATION PROJECT, KERN COUNTY, CALIFORNIA | Figure 2 |
|---|---|------------------------------|

Comment [C4]: This does not match the figure – the figure calls this out as the “Project Area”. The text calls this out as the “Project site”. Choose one and stay consistent. I always prefer Project site, so that if needed, we can designate Project Area as a more broad term referring to wider setting....



| | | |
|---|---|---------------------|
|  Quad Knopf | PROJECT SITE MAP, ARVIN QUARRY REVEGETATION PROJECT, KERN COUNTY, CALIFORNIA | Figure 3 |
|---|---|---------------------|

Comment [C5]: OK – so in this figure the GIS folks are calling it the “Project Site”. We need to teach them to be consistent too

2.2 Topography and Soils

The Project site is located on the alluvial fan created by the flow of Sycamore Creek from Sycamore Canyon in the Tehachapi Mountains. Elevation on the Project site ranges from approximately 700 feet above mean sea level (AMSL) near its northwest perimeter to approximately 800 feet AMSL near its east perimeter where Sycamore Creek exits Sycamore Canyon. The Project site is approximately 50 feet north of Sycamore Creek, which is dry for the majority of the year.

Five soil types occur on the Project site (Table 1). Steuber stony sandy loam is the primary soil type occurring on the Project site. It comprises approximately 87.3 percent the soil that is present (USDA 2015).

Table 1
Soil Types Occurring on Arvin Quarry Project Site,
Arvin Quarry Revegetation Project,
Kern County, California

| Soil Unit | Soil Name | Acres | Percent of Project Site |
|-----------|---|-------|-------------------------|
| 109 | Arvin sandy loam, 2 to 5 percent | 2.7 | 1.4% |
| 157 | Pits | 18.5 | 9.6% |
| 165 | Psammments-Xerolls complex, nearly level | 2.3 | 1.2% |
| 175 | Steuber sandy loam, 2 to 5 percent slopes | 18.5 | 9.6% |
| 177 | Steuber stony sandy loam, 5 to 9 percent slopes | 151.4 | 78.2% |

The Steuber soil type is a very deep, well drained soil that forms from mixed alluvium predominantly of granitic origin (USDA 2015). Steuber soils occur on alluvial fans and stream flood plains that range in slope from 0% to 9% (USDA 2015). This soil type has medium runoff and moderately rapid permeability (USDA 2015). The surface layer of the soil on the Project site is dark, grayish brown stony sandy loam that is approximately 12 inches in depth (Pruett 1996).

2.3 Vegetation Communities

A biological assessment of the 99-acre expansion of the Project site was conducted in 1995 and 1996 (Pruett, Lawrence & Associates 1996). The assessment included a vegetation baseline survey. A site visit was conducted by Granite on August 21, 2014 that was attended by Quad Knopf biologists Curtis Uptain and Eric Schaad. The site visit provided a general overview of the Project site and an opportunity to make initial observations of the on-site conditions and adjacent vegetation community. The vegetation community described in this report is representative of the land adjacent to the Project site. The Project site is heavily disturbed by mining operations and vegetation within the Project site consists primarily of few ruderal species occurring in widely scattered, small patches. Non-native Annual Grassland (Holland Code 42200; Holland 1986) ~~has remained~~ is the primary vegetation community occurring on adjacent lands and in those areas on the Project site that are on the fringes of the mining operation, are vegetated. The dominant species present within this community include slender wild oats (*Avena barbata*), red brome (*Bromus madritensis rubens*), red-stem filaree (*Erodium cicutarium*), and foxtail fescue

Comment [C6]: Check the facts here – might or might not want to make these changes – just an alternative if this is more descriptive of what is really out there.

(*Vulpia myuros hirsuta*) (Pruett, Lawrence & Associates 1996). Other species that have been documented on the Project site are common to this community (Table 2).

Table 2
Plant Species Found During 1995-1996 Surveys,
Arvin Quarry Revegetation Project,
Kern County, California

| Scientific Name | Common Name |
|---|-------------------------|
| <i>Acmispon brachycarpus</i> | short podded lotus |
| <i>Amsinckia menziesii</i> | common fiddleneck |
| <i>Amsinckia menziesii</i> | Menzie's fiddleneck |
| <i>Asclepias erosa</i> | desert milkweed |
| <i>Astragalus lentiginosus</i> var. <i>variabilis</i> | dapple pod locoweed |
| <i>Astragalus oxyphysus</i> | Mt. Diablo milkvetch |
| <i>Atriplex polycarpa</i> | salt bush |
| <i>Avena barbata</i> | slender wild oat |
| <i>Bromus madritensis</i> ssp. <i>rubens</i> | red brome |
| <i>Calochortus venustus</i> | butterfly Mariposa lily |
| <i>Camissonia campestris</i> | Mojave sun cup |
| <i>Castilleja exserta</i> | purple owl's clover |
| <i>Centaurea solstitialis</i> | yellow star-thistle |
| <i>Chaenactis glabriuscula</i> | yellow pincushion |
| <i>Chamaesyce ocellata</i> | Contura Creek spurge |
| <i>Crassula comata</i> | pigmy weed |
| <i>Croton setigerus</i> | turkey mullen |
| <i>Cucurbita palmata</i> | coyote melon |
| <i>Datura wrightii</i> | jimsonweed |
| <i>Eriogonum roseum</i> | rosy buckwheat |
| <i>Erodium botrys</i> | long beaked filaree |
| <i>Erodium cicutarium</i> | red-stem filaree |
| <i>Eschscholzia californica</i> | California poppy |
| <i>Gilia tricolor</i> | bird's-eye gilia |
| <i>Hemizonia kelloggii</i> | Kellogg's tarweed |
| <i>Holocarpha heermannii</i> | Heermann's tarweed |
| <i>Lasthenia californica</i> | California goldfields |
| <i>Lepidospartum squamatum</i> | scale broom |
| <i>Logfia flaginoides</i> | California filago |
| <i>Lupinus bicolor</i> | miniature lupine |
| <i>Lupinus microcarpus</i> var. <i>horizontalis</i> | chick lupine |
| <i>Lupinus nanus</i> | sky lupine |
| <i>Mirabilis laevis</i> var. <i>crassifolia</i> | wishbone bush |
| <i>Nicotiana glauca</i> | tree tobacco |
| <i>Plagiobothrys nothofulvus</i> | rusty popcorn flower |
| <i>Populus fremontii</i> | Fremont cottonwood |
| <i>Salsola tragus</i> | Russian thistle |
| <i>Salvia carduacea</i> | thistle sage |
| <i>Stephanomeria virgata</i> | twiggy wreath plant |
| <i>Trifolium microcephalum</i> | small-headed clover |
| <i>Trifolium</i> sp. | clover |
| <i>Vulpia myuros</i> var. <i>hirsuta</i> | foxtail fescue |

The vegetation baseline survey conducted in 1996 calculated plant density to be approximately 967 plants per square meter (Pruett, Lawrence & Associates 1996). Vegetative cover was approximately 93.2% herbaceous plants, 1.4% woody shrubs, 0.8% bare ground, and 4.6% rock substrate (Pruett, Lawrence & Associates 1996). Vegetative species-richness was approximately seven herb species per square meter (Pruett, Lawrence & Associates 1996). Of the 42 species that were identified, 34 species were native and 8 species were non-native (Pruett, Lawrence & Associates 1996).

A California Natural Diversity Database (CNDDB) search conducted at the time of the baseline survey identified records for two special-status plant species in the Project site vicinity. These included the Bakersfield cactus (*Opuntia basilaris* var. *treleasei*) and Comanche Point layia (*Layia leucopappa*). No special-status plant species were identified on the Project site during the baseline survey (Pruett, Lawrence & Associates, 1996).

3.0 REVEGETATION STRATEGY

3.1 Purpose of the Revegetation Plan

The purpose of this Revegetation Plan is to comply with SMARA, OMR, and Kern County reclamation regulations. This Revegetation Plan will ensure that mined lands are “reclaimed to a usable condition” [(Cal. Pub. Res. Code § 2712(a))] and will integrate the Project site with the surrounding natural environment. This Revegetation Plan defines restoration goals and objectives, identifies revegetation methods, including identifying a seed palette composition, and outlines success criteria and monitoring and reporting procedures.

3.2 Goals and Objectives

The goal of this Revegetation Plan is to restore the Project site by revegetating the site to conditions consistent with existing adjacent land. This goal will be achieved by establishing a long-term, self-sustaining viable annual grassland community that is equitable in composition and quality to that of the surrounding adjacent land. Integration of this community into the surrounding natural environment, demonstrated by natural recruitment of local native plant and wildlife species, would be the ultimate indicator of revegetation success. Implementation of the revegetation tasks outlined in this plan, including test plot study implementation and routine monitoring and reporting activities, are critical to the realization of this goal.

An adaptive management strategy will be implemented in the event that the initial revegetation effort fails and remedial planting is warranted. Adaptive management is a strategy used in natural resource management that incorporates changes to management practices based on their successes. Adaptive management is a particularly valuable technique for efforts that may yield extremely variable or unsatisfactory results. The successful establishment and propagation of grasses and forbs can be dependent upon site-specific conditions and stochastic events, which are factors that occasionally require adaptive management to negotiate.

Comment [C7]: Hmmm... This is a really good introductory sentence, but we really haven't set any goals and objectives here. There should be a bulleted list. We need things like:

- Achieve a density of plants 90% of that which occurs on reference plots located on adjacent lands,
- Achieve a native plant species richness of 90% or better for each plant category (grasses, forbs, herbs, shrubs)
- Achieves a plant composition

The items in this list should be tied to the data that would be collected during monitoring and the thresholds that are in the success criteria.

3.3 Success Criteria

Revegetation efforts will be associated with defined success criteria to ensure that stated objectives are adequately met. Success is most effectively measured using quantitative parameters, but qualitative parameters can also provide useful supplemental information on performance upon which success can be evaluated. The success criteria established for the revegetation efforts are success will be evaluated in accordance with SMARA regulations: "Success of revegetation shall be judged based upon the effectiveness of the vegetation for the approved end use, and by comparing the quantified measures of vegetative cover, density, and species-richness of the reclaimed mined-lands to similar parameters of naturally occurring vegetation in the area. Either baseline data or data from nearby reference areas may be used as the standard for comparison" (§ 3705 (m)). SMARA regulations further define how to make this comparison: "Comparisons shall be made until performance standards are met provided that, during the last two years, there has been no human intervention, including, for example, irrigation, fertilization, or weeding. Standards for success shall be based on expected local recovery rates. Valid sampling techniques for measuring success shall be specified in the approved reclamation plan. Sample sizes must be sufficient to produce at least an 80 percent confidence level" (§ 3705 (m)).

Comment [C8]: We don't have stated objectives – see comment above...

Revegetation of the annual grassland community will be considered successful when approximately 40 percent vegetative ground cover is achieved. This level of ground cover is consistent with existing conditions on adjacent lands (pers. obs.; Figure 4). For the purposes of this Revegetation Plan, only herbaceous plants will be considered because grasses and forbs comprised greater than 93 percent of the baseline ground cover. One woody shrub species comprised approximately one percent of the baseline ground cover, but to reflect this exceedingly small contribution of the shrub component in the success criteria is neither feasible nor warranted. To satisfy the stated success criteria, this Revegetation Plan will establish an herbaceous layer that meets or exceeds 40 percent of ground cover (Table 3).

Comment [C9]: So this is a goal, as well as a success criteria

Comment [C10]: So we have already sampled at the reference site? This does not make sense to me – there should be concurrent sampling on the reference site and the revegetation sites – we would want to reach the goal, regardless of the baseline. If 93 percent of the baseline ground cover is grasses and forbs, then why do we have a success criteria of 40 percent herbaceous ground cover – this does not seem like a reasonable measure of success. We should be sampling grasses and the success criteria should be similar to the baseline at all levels, not just herbaceous layer.

Overall, this is confusing to me. Baseline conditions in the table below say that the baseline conditions are 93 percent ground cover. The photo looks to me like it is less than that. Also, you say that grasses and forbs make up 93 percent of the baseline ground cover – so would that be 93 percent of the 93 percent cover? I think this needs to be revisited and rewritten so that it is a bit more clear.

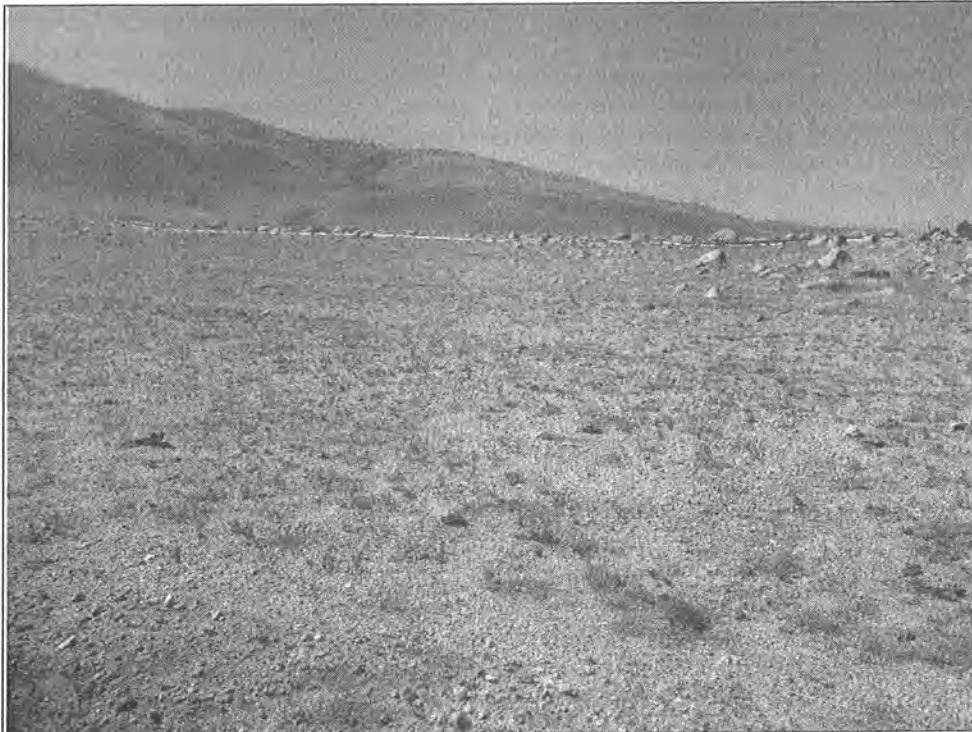
Comment [C11]: Again, this would be listed as a goal or objective

The success criteria also include a maximum quantitative threshold for the colonization of invasive, non-native plant species that are ranked "high" by the California Invasive Plant Council (Cal-IPC). These species must not compose greater than 5% of the relative ground cover.

Some qualitative parameters, such as health and vigor, will be assessed concurrently with the above quantitative parameters. However, given their more subjective nature, these parameters will not be associated with definable success criteria. Instead, areas reasoned to be deficient with respect to these parameters will be documented and addressed through adaptive management strategies.

Comment [C12]: There needs to be just a bit more discussion here. For two consecutive years, there can be no intervention. So, there is only the first year out of the three that we can do any manipulation. How does this work with adaptive management or the potential for failure due to drought or excessive rain washing away seed? This gives us just a one-time shot at revegetation, and then moving to "other treatments". Not sure this would always be the wise thing to do.

The success criteria for this revegetation effort should be met within three years. If these success criteria have not been met within three years, alternative treatments will be considered in consultation with the OMR, Kern County, and Granite.




 Quad Knopf

**VEGETATION COMMUNITY ON ADJACENT LAND,
 ARVIN QUARRY REVEGETATION PROJECT, KERN
 COUNTY, CALIFORNIA**

**Figure
 4**

Comment [C13]: See – doesn't this look more like 40% rather than 93 percent vegetative ground cover?? – just look at the bottom half of the frame which should have the best representation because of angle of view and being close to the camera.

Table 3
Baseline Herbaceous Conditions and Success Criteria,
Arvin Quarry Revegetation Plan,
Kern County, California

| Parameter | Baseline Conditions | 40% Success Criteria |
|---------------------------|---------------------|----------------------|
| Density (m ²) | 967.0 | 386.8 |
| Ground cover (%) | 93.2 | 37.3 |
| Species richness | 7.0 | 2.8 |

4.0 TEST PLOT STUDY

4.1 Proposed Seed Palette

A combined seed palette recommended by J&M Land Restoration and S&S Seeds has been approved for use by Kern County. The seed palette is similar to that used along nearby Edmonston Pumping Plant Road, which supports habitat similar to that in the vicinity of the Project site. The palette is comprised of four species (Table 4). The recommended seeding rate for this seed palette is approximately 28 pounds per acre. If the seed palette is unavailable, substitutions will be used as approved by Kern County and the OMR.

Table 4
Seed Palette for Arvin Quarry Revegetation Plan,
Kern County, California

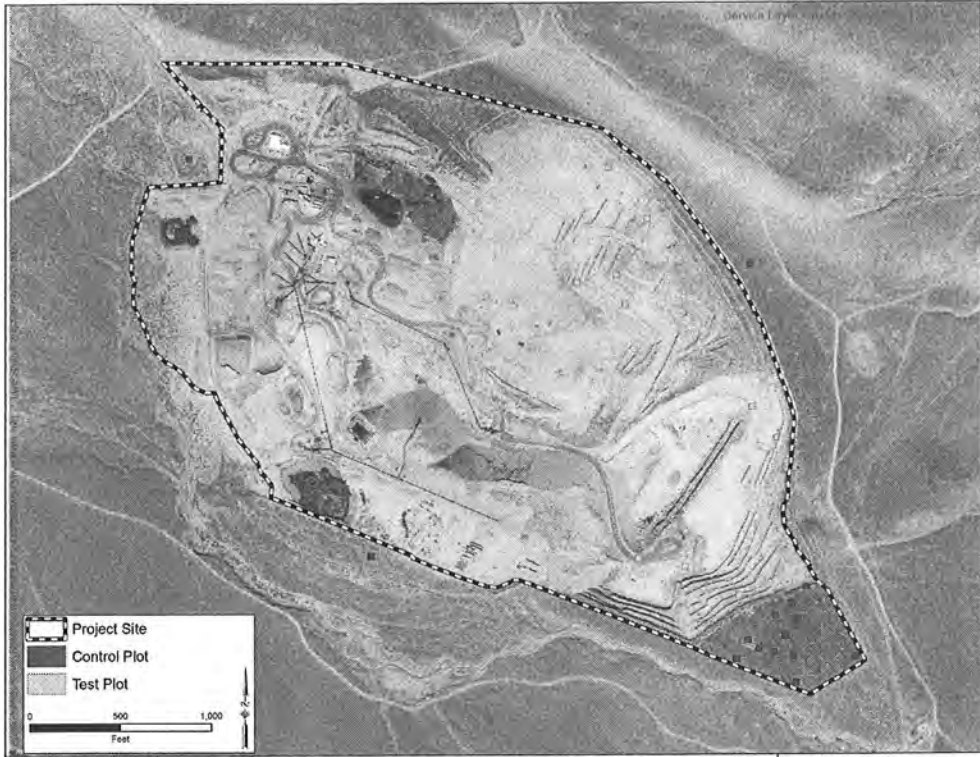
| <i>Scientific name</i> | <i>Common name</i> | <i>Pounds per acre</i> |
|-----------------------------|--------------------|------------------------|
| <i>Bromus carinatus</i> | California brome | 6 |
| <i>Festuca perennis</i> | Annual ryegrass | 12 |
| <i>Medicago truncatula</i> | Barrel medic | 2 |
| <i>Trifolium incarnatum</i> | Crimson clover | 8 |

Comment [C14]: Six 18 of the 28 pounds per acre of seed will be grasses, and yet we would not be including grasses in the success criteria???

The seed mix will initially be applied to a test-plot study area that will be evaluated prior to revegetation of the entire Quarry. Modifications to the seed palette may be recommended during this test-plot study based on seed availability or establishment success of species. It is anticipated that non-native species, such as those observed during vegetation baseline surveys and prevalent throughout the surrounding region, will contribute a great deal to the density, ground cover, and richness, and may eventually dominate the grassland community on the Project site despite not being included in the applied seed pallet. The presence of naturalized, non-native species will be considered to contribute to the established revegetation success criteria.

4.2 Design

A total of 27 test plots employing different treatments and controls will be established prior to site-wide revegetation. Test plots will include three replicates each of eight different treatments and controls (Table 5). Each treatment will incorporate up to two variables; namely, seeding method and soil replacement (see Table 5). Broadcast seeding and seed drilling will encompass the two seed distribution treatments. Soil replacement treatments include the addition of three or six inches of top soil replacement. Replicates of each test plot will be located at random within the Project site. Figure 5 (below) depicts a conceptual example of test plot locations, but final locations will be determined at the time of commencement of the study. Randomization of test plot locations is essential to avoid bias in site selection.



**CONCEPTUAL TEST PLOT LOCATION PLAN,
ARVIN QUARRY REVEGETATION PROJECT,
KERN COUNTY, CALIFORNIA**

Figure 5

Quad Knopf

Comment [C15]: Might want to go full page with this figure – I can hardly see the locations of the test plots. Also, I don't know how many points I am looking for without going back to the text, so might want to put that number into the title. We also want to make sure that these test plots don't end up on slopes that we cannot work with....

**Table 5
Test Plot Study Design, Arvin Quarry Revegetation Plan,
Kern County, California**

Comment [C16]: We should include the number of test plots of each treatment to show that we have replicates. That could either be stated in the title, or it could be in the table itself (which would be a bit redundant though).

| | | Soil Treatment* | | |
|-------------------|-------------------|-----------------|----------|-----------|
| | | 3 inches | 6 inches | None |
| Seeding Treatment | Broadcast (B) | B/3" | B/6" | B/None |
| | Seed Drilling (D) | D/3" | D/6" | D/None |
| | None | None/3" | None/6" | None/None |

* depth of topsoil added

Control plots will be established to provide baseline data for comparison with test plots. A combination of control plots include: replacement of topsoil without seeding, seeding variation without any topsoil replacement, and neither topsoil replacement nor seeding. One or more control plot will be located outside of the mining footprint, but within the permit area, and within vegetated areas. Control plots placed within vegetated areas will provide comparison with undisturbed areas and will act as reference sites. Remaining control plots will be located within the Project site on slopes representative of test plot locations.

The configuration of the test plots will be 32 feet by 32 feet (1024 ft²). Plots will be established during the fall (October 1 to November 15) when seeds will be poised to receive the full extent of the winter rainy season. Fall seeding will maximize seed germination potential and successful establishment rates. Once test plots have been installed and seeded, they will be sampled according to the monitoring methods and schedule outlined below (see Section 4.3 and 4.4).

4.3 Monitoring Methods

Test plots will be monitored by qualified biologists during the three annual growing seasons following their fall installation to identify the most effective treatment. A photograph of each test plot will be taken to provide a visual reference of initial conditions. Data collected during the monitoring effort will include:

1. Absolute cover;
2. Relative cover;
3. Species diversity;
4. Richness;
5. Evenness; and
6. Density.

Cover area of each plant species will be measured at each test plot during monitoring events. Cover data will be used to quantify the presence of an individual species or vegetation layer within a unit area. These data will be used to assess the cumulative effect of environmental conditions, such as sunlight exposure, moisture and nutrient availability, and interspecific competition, on the growth of plant species and the communities they compose. Cover data for an individual species are calculated by measuring the percent area of both its absolute and relative aerial extent within a defined boundary (e.g. test plot).

Absolute cover is the percent area occupied by a species irrespective of other species. It may, and often does, include area that is layered with overlapping foliage of multiple species. The total absolute cover for all species may exceed 100%. Relative cover is the percent area occupied by a species relative to the total cover of all species. The total relative cover of all species equals 100%.

Species diversity for each test plot will be calculated following collection of cover data. Species diversity incorporates two primary components: species richness and species evenness. Species richness is the total number of species, and species evenness is the relative abundance of each of those species. The Simpson Index will be used to calculate species diversity. Formally called the

Comment [C17]: I don't follow this. There are 9 treatments with 3 replicates = 24 treatment plots. Then there are control plots that also have treatments – topsoil w/o seeding, seeding w/o topsoil, and no topsoil and no seeding. How many replicates of these? It seems to me that the treatments that are being applied to the “control plots” are basically the same as the treatments on the treatment plots, so how are they controls? Control plots should have no treatments done on them – that is the definition of a control plot. I would have the same number of replicates of controls “no treatment”, which would be three.

You also say that this will be a stratified random placement. It appears to me that there are only 2 strata – outside mining footprint but within vegetated areas in permit area, and on slopes? Seems to me that this would require 3 replicates each, or 6 control plots.

Also, how about the reference plots. Seems to me you would want to have 3 replicates of those too.

So we are up to a total of 37 plots – is that right? We need to quantify all of this in these 2 paragraphs so that it is clear what we are really doing...

Comment [C18]: The project goals and objectives, and the success criteria should be tied to these measurements, but with established success criteria for each parameter. Do we also want to do biomass, or plant height??

Comment [C19]: We don't say how we are going to measure this – quadrats, transects,??

Comment [C20]: What methods will we use to measure this?

Comment [C21]: What will our methods be to measure richness and evenness?? Quadrats, transects, bw many per plot, etc.

Comment [C22]: I don't know this one – I've used the Shannon-Weaver Index.

Simpson's Diversity Index, it will measure diversity by taking into account the number of species present as well as the relative abundance of each species. The calculation measures the probability that any two species randomly selected from a sample will belong to the same species. Finally, results of quantitative parameters will be analyzed by Analysis of Variance (ANOVA) to test for statistically significant differences among treatments and among treatments and controls.

Comment [C23]: Actually, the ANOVA's will only tell if there are differences among the treatments (as a group), but it will not tell you what treatments are different from the others. This would require another test, such as Fishers PLSD test or similar.

4.4 Monitoring Schedule

Test plots will be monitored during the three annual growing seasons immediately following their fall installation. During each of these three growing seasons, test plots will be monitored once each during February, April, and June. Sampling during February, April, and June will capture the optimum blooming periods for the species used in the test plot study, and thereby facilitate the most accurate assessment of treatment success.

An overall evaluation of the test plot study success will be conducted after the third growing season. If species diversity and cover for any treatment meets the 40 percent success criterion, the study will be deemed successful. If the study is deemed unsuccessful, the treatments indicated here will be abandoned and the study will be revised until a treatment is identified to be appropriate for site-wide revegetation.

Comment [C24]: So these are the only 2 measurements that will be of any use to us?

4.5 Reporting

After each year of monitoring, an annual report will be prepared and submitted to Granite. Each annual report will summarize that year's monitoring efforts, data collection, and treatment results, and will identify any treatments that generated statistically significant differences. Following the conclusion of the third monitoring year, a final report will be prepared that evaluates whether the test plot study was successful. If the test plot study needs to be extended beyond three years, modifications to the seed palette and/or treatment methods may be recommended as part of an adaptive management strategy.

5.0 REVEGETATION METHODS

5.1 Revegetation Schedule

The recommended treatment will be applied to the entire Project site during the fall immediately following approval and sign-off of other reclamation activities. Site preparation should coincide as closely as possible with seed application. Seed application should occur between October 1 and November 15, when seeds will be poised to receive the full extent of the winter rainy season. This will maximize seed germination and establishment rates. Planting during this window will be critical because supplemental water application will be precluded by feasibility issues. Some reseeded may be done concurrently with mining or other reclamation activities; but only after other reclamation activities in those areas have been deemed complete.

5.2 Revegetation Technique

Site preparation for the revegetation effort is intended to create conditions that will support succession of an annual grassland community on mineral soils. At the conclusion of mining, the Project site will consist of a series of benches with intervening walls throughout the elevation range of the mine pit. Some portions of the Project site may have some or all of the original soil profile still remaining in place, albeit graded and compacted for parking, staging, laydown, scales, or other work areas. These areas will be de-compacted by deep-ripping. After de-compaction, soil treatments (or lack thereof) will be added to the surface depending on the preferred method determined from the test plot study results. If needed, applied soil will be obtained from salvaged stockpiles on the Project site.

Temporary perimeter fencing will be installed and maintained around the Project site as necessary if revegetation success is threatened by encroachment from local grazing cattle. Cattle grazing can halt or greatly slow primary succession. A standard four-strand barbed wire fence (the highest strand at approximately 48 inches above ground level), with galvanized No. 12-1/2 W&M gauge wires and two-point barbs at five-inch spacing, would serve this purpose.

Comment [C25]: Is there any reason to have fencing installed around the plots???? Or maybe at least around the reference sites to keep cattle out????

5.2.2 PLANTING TECHNIQUES

The method of seed palette application will be determined at the end of the test plot study. This method will consist of either hand broadcasting seed or seed drilling. If these methods produce comparable results, seed drilling will be selected for economical and logistical feasibility reasons.

Hand broadcasting involves a two-step application process. The first step consists of broadcasting one-half of the seed mix across the planting area in one direction (e.g., north to south). The second step consists of broadcasting the remaining seed over the same area while moving in a perpendicular direction to the first step. The seed mix may be mixed with equal parts of clean, damp sand to aid in broadcasting.

Seed drilling involves application of seed by way of a mechanical seed sowing device that precisely positions and covers seed in the ground. Seed drilling units are self-contained and can be towed behind a tractor or pick-up truck. A seed drill unit contains one or more mixing tanks fitted with distribution paddles to mix and distribute seed to the ground. Once seed is distributed to the ground, double-disk openers cut shallow, narrow furrows in the soil to "place" the seed and press wheels follow behind to compact the soil over the seed ensuring good seed-soil contact. Seeds of native plants are often smaller than domestic crop seeds resulting in complications with normal operation of a seed drill. Corn cob husk mulch or other mulch mix is sometimes mixed with the seed to facilitate seed passage through the seed drill.

6.0 REVEGETATION MONITORING AND REPORTING

6.1 *Monitoring Goals*

Monitoring efforts will ensure that the success criteria for the revegetation efforts are being met, and will facilitate the preparation of annual reports. Issues that may potentially jeopardize the success of the revegetation efforts will be identified as early as possible to allow for the quick assessment of the need for maintenance or adaptive management. Inspections Monitoring will generally consist of:

- Identifying the species composition and percent area of groundcover established throughout the Project site;
- Identifying erosion problems or maintenance tasks that need to be addressed; and
- Identifying issues that could potentially jeopardize revegetation goals.

6.2 *Monitoring Methods*

All monitoring will be performed by qualified biologists to ensure that the success criteria for revegetation efforts are met. The qualified biologist will have the following qualifications:

- Ability to identify common native species in the region, including non-native annual grassland species and potentially invasive non-native species that are common in the region, to the species level on sight;
- Experience in the application of systematic field sampling techniques to variable vegetation;
- Experience in the analysis of data and reporting;
- Analysis of the ecological basis for revegetation performance, in the event that it does not meet specified quantitative criteria; and
- Identification of the need for remedial measures if necessary.

Monitoring will consist of sampling 100 ft² (10 ft by 10 ft)-quadrants located randomly throughout the Project site. To achieve an 80% confidence level and 5% confidence interval, a total of 120 quadrats should be sampled during each monitoring event. As with the test plot study, the cover area of each plant species will be measured at each sampled quadrat. Cover data will include both absolute and relative covers. The Simpson Index will be used to calculate species diversity, and a one-sample location t-test will be calculated to evaluate whether the success criteria (80% of baseline cover) are achieved.

Problematic areas of erosion will be mapped with a Global Positioning System (GPS) unit. Remedial actions will be recommended immediately if these areas are deemed substantial

Comment [C26]: OK – cover on the plots will be measured using quadrats – but a 10 foot by 10 foot quadrat seems a lot for a 32-foot by 32-foot plot. How many quadrats would be sampled per study plot?

enough, if left unchecked, to potentially compromise the success of the Revegetation Plan. Remedial actions could include slope contouring or installation of sediment fencing, straw wattles, blankets, or other synthetic materials.

6.3 Monitoring Schedule

The revegetation efforts at the Project site will be monitored during the three annual growing seasons immediately following the initial fall site-wide preparation and planting. Monitoring will occur at frequent intervals throughout this three-year period. At a minimum, annual monitoring will include monthly inspections during February, April, and June. This schedule is provisional and subject to change. A shift in the schedule may be necessary to accommodate variable quantities and patterns of precipitation in any given year. Data should be collected at times that most accurately reflect the community composition and cover area during the growing season.

An overall evaluation of the revegetation success will be conducted after the third growing season. If the success criteria are met, monitoring efforts will cease. If the revegetation is deemed unsuccessful, monitoring will continue every year thereafter until success is achieved through natural recruitment, adaptive management, or a combination of both.

6.4 Reporting

After each year of monitoring, an annual report will be prepared and submitted to Granite and, upon Granite's approval, to OMR and Kern County. Each annual report will summarize that year's monitoring efforts, data collection, and degree of revegetation success with respect to stated goals. Following the conclusion of the third monitoring year, a final report will be prepared that summarizes the performance of the Revegetation Plan. If monitoring needs to be extended beyond three years due to a failure to meet success criteria, adaptive management strategies designed to encourage natural recruitment or remediate other issues may be recommended.

7.0 ADAPTIVE MANAGEMENT

Adaptive management, or the incorporation of real-time data into management strategies, will be used to modify planting techniques as needed. The ultimate performance of the test plots and revegetation methods are unknown at this time. Elements of variation, such as intrinsic site conditions, continued drought conditions, and stochastic events will greatly influence their performance. It is anticipated that at least some modifications in the materials and schedules associated with individual tasks will be required to maximize the success of the revegetation efforts. Aspects that may potentially need to be addressed through adaptive management include, but are not limited to:

- Ground cover seed palette composition;
- Ground cover propagation techniques;
- Erosion control;
- Perimeter fencing design and maintenance;
- Quadrat sampling methodologies; and

- Monitoring schedule.

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**Reclamation Plan 04 RP-01
Conditional Use Permit 04 CUP-07
Cooper Clay Mine**

2015 FINANCIAL ASSURANCE COST ESTIMATE

1.0 RECLAMATION TASKS

1.1 Background – FACE Assumptions

The Cooper Clay Mine is a clay extraction project located on the V.A. Rodden Ranch in Tuolumne County. One of the few cultural features of note in the area is the historical former settlement of Cooperstown, located approximately five miles southeast. The ±29-acre project site is located on the south side of Rock River Road, east of Wilms Road near Stanislaus County.

The goals of the project are to 1) extract clay materials for use in dam and levee stabilization projects within Tuolumne County, and other uses as may be suited to the commodity, and 2) to restore the land for cattle grazing.

1.2 Updated Reclamation and Mitigation Responsibilities

Under COE General Permit No. 200500967, a mitigation plan was adopted and measures were implemented to mitigate for the loss of vernal pools and ephemeral swales. This resulted in the construction of replacement vernal pools and creation of a 13.4-acre vernal pool preserve adjacent to the mine site, with a deeded easement to the East Stanislaus Resource Conservation District (ESRCD). Additionally, credits in a mitigation bank were purchased to mitigate for potential effects on presumed but unidentified protected species.

Costs to develop the wetland preserve were significant, and these costs represent a major portion of costs in the initial FACE which assumed restoring the site to its original vernal pool hydrology. With this major task completed through the mitigation plan, wetland mitigation costs are not factored into this and future FA responsibilities. Additionally, ongoing monitoring and maintenance of the wetland preserve will incur ongoing costs. These activities and expenses are the subject of separate agreements with the COE and the ESRCD, and are funded by an endowment granted to the RCD by Rodden Ranch.

1.3 Remaining Responsibilities

Although no excavation of the commodity has occurred, this and recent FACEs differs from the initial FACE that was submitted concurrent with the approved Reclamation Plan (RP) in that substantial mitigation has been

undertaken.

The Reclamation Plan calls for material extraction and creation of 2H:1V slopes with ingress and egress truck ramps within the excavation. Materials will be extracted using a bulldozer to loosen and stack materials. A front end loader or excavator load raw material onto over-the-road trucks for delivery to the market.

The following reclamation tasks are assumed per the approved RP:

- The site will be returned to natural open space consistent with the current site condition;
- Available topsoil will be stripped to a depth of 5" and stockpiled for redistribution (the site was mined several decades ago and topsoil is not uniformly available);
- The site will be revegetated;
- The site has not yet been excavated under the new permit, and it is projected that a maximum of ten acres would be disturbed during first year of operation.

This Reclamation Cost Estimate reflects the individual activities required to complete site reclamation in accordance with the proposed Reclamation Plan. The estimate includes completion of all reclamation activities that would be required, based on current site conditions plus the anticipated conditions for a one-year period. This estimate calculates the maximum expected costs of reclamation in current values for a one-year period from project initiation. The site will be mined and reclaimed in accordance with the plan.

Implementing off-site mitigation for creation of vernal pools required that an existing pool within the pit boundary be scraped of a thin veneer of inoculum to start the new pools in the adjacent preserve. Surface soil material was collected for this purpose. The underlying clay that remains within this extraction point is highly impervious and non-erosive, and no effort to reclaim or remediate the extraction area is necessary or recommended.

Due to the fact that the project has not yet commenced mining other than the point source extraction of vernal pool organisms, this Financial Assurance Cost Estimate will account for anticipated reclamation costs based on the disturbance that is planned for the first year of operation. Areas to be disturbed during the first year are the eastern end of the project and onsite haul roads.

Some onsite haul roads will remain to serve agricultural uses following the project.

To serve the purpose of this Financial Assurance Cost Estimate, the activities and acreage estimates used in this document assume that the project would end after the first year of operation.

The following resources were used to calculate the financial assurance cost estimate.

- Cooper Clay Field at V.A. Rodden Ranch Reclamation Plan for Mining Operation (Approved May 2005)
- Means Site & Landscape Cost Data (2007)
- Caterpillar Handbook, Edition 37
- Department of Industrial Relations, Prevailing Wage Determinations (Issue date: 8/22/2009)
- Caltrans, Labor Surcharge & Equipment Rental Rates (10/1/09-3/31/10)
- Interviews with the site owner and site and operations management personnel
- Personal experience of the estimator

This reclamation estimate provides anticipated costs for direct and indirect expenses that would be faced by the responsible party. Based upon the requirements of the approved reclamation plan, the following elements represent the direct costs of reclamation:

1. Removal of equipment
2. Site grading
3. Revegetation
4. Revegetation Monitoring

The following elements represent the indirect costs of reclamation:

1. Supervision
2. Profit and Overhead
3. Contingencies
4. Mobilization

A description of each of these estimating categories is provided. Taken together, the direct and indirect reclamation costs identify the total cost for reclamation. Finally, lead agency administrative costs (5%) are added to the total cost of reclamation to determine the overall financial assurance requirement.

2.0 ESTIMATED DIRECT COST OF RECLAMATION

2.1 Removal of Scale and Mining Equipment

At the conclusion of the project, all equipment will need to be removed from the site. Equipment on the site include a loader, bulldozer, and excavator. Support structures include portable scales and scale house. Equipment costs were determined by Caltrans Labor Surcharge & Equipment Rental Rates (10/1/09-3/31/10). Labor rates are provided by the Department of Industrial Relations Prevailing Wage Determinations.

All support structures at the site are portable and can be loaded directly onto a flatbed trailer to be moved offsite. Removal of these structures will require 2 loads requiring 2 hours per load. The table below reflects the assumed costs to complete this task.

| No. | Task | Rate | Hours | Total |
|--|--------------------------------|---------|-------|------------|
| 1 | Grove RT 525 Crane | \$63.65 | 4 | \$254.60 |
| 1 | Crane Operator | \$59.79 | 4 | \$239.16 |
| 2 | Truck w/ 2 Axle Lowboy Trailer | \$79.64 | 2 | \$318.56 |
| 2 | Truck Driver | \$47.15 | 2 | \$188.60 |
| 1 | Foreman | \$51.88 | 6 | \$311.28 |
| 1 | Pickup | \$16.34 | 6 | \$98.04 |
| 1 | Laborer | \$41.95 | 6 | \$251.70 |
| Total Cost for Support Structure Removal | | | | \$1,661.94 |

Other equipment used at the site includes the following:

- 1 CAT Excavator
- 2 CAT Front End Loaders
- 1 CAT Bulldozer

It is assumed that all of the mining equipment will be in good repair and can be loaded directly onto a lowboy trailer and removed from the site. It is estimated that 2 hours will be required to remove each piece of tractor equipment listed above from the site. Estimated costs for equipment removal are shown below.

| No. | Task | Rate | Hours | Total |
|----------------------------------|--------------------------------|---------|-------|------------|
| 1 | Truck w/ 3 Axle Lowboy Trailer | \$83.38 | 8 | \$667.04 |
| 1 | Truck Driver | \$47.15 | 8 | \$377.20 |
| 1 | Foreman | \$51.88 | 8 | \$415.04 |
| 1 | Pickup | \$16.34 | 8 | \$130.72 |
| 1 | Laborer | \$41.95 | 8 | \$335.60 |
| Total Cost for Equipment Removal | | | | \$1,925.60 |

Total Cost for Removal of Equipment and Support Structures \$3,587.54

2.2 Site Grading

Site grading involves the reduction of slopes and stockpiled materials to prepare the site for revegetation. This activity will include grading of slopes that are steeper than 2H:1V and finish grading of all areas disturbed by the project. Areas compacted by project operations will be scarified prior to finish grading. A total maximum of 10 acres are projected for disturbance during the first year consisting of onsite haul roads and the active mining area.

It is anticipated that the extraction process would limit the area requiring rough grading (i.e. slopes steeper than 2H:1V) to less than two acres. Portions of the site requiring scarification will include portions of the onsite haul roads and

areas used for the scale and loading operations. Scarification will be completed using a bulldozer with multi-shank ripper. These two areas are estimated to total approximately two acres. Finish grading will be required for the 10 acres that are estimated to be disturbed during the first year of operation.

The tables below assumes the use of a dozer with an average grading rate of one acre per hour. Low production rates are anticipated due to the relatively short distance that a dozer can travel before it will need to back up and change its orientation. A dozer is preferred over a wheel type tractor because its track impressions will retain water and, therefore will be more effective at preparing the area for revegetation.

Rough Grading

| No. | Task | Rate | Hours | Total |
|------------------------------|--------------------|---------|-------|----------|
| 1 | Grading with D6H | \$81.38 | 2 | \$162.76 |
| 1 | D6H Operator | \$52.81 | 2 | \$105.62 |
| 1 | Water Truck | \$25.20 | 2 | \$50.40 |
| 1 | Water Truck Driver | \$46.50 | 2 | \$93.00 |
| Total Cost for Rough Grading | | | | \$411.78 |

Scarification

| No. | Task | Rate | Hours | Total |
|------------------------------|--------------------------------|---------|-------|----------|
| 1 | Scarification with D6H & shank | \$81.38 | 2 | \$162.76 |
| 1 | D6H Operator | \$52.81 | 2 | \$105.62 |
| 1 | Water Truck | \$25.20 | 2 | \$50.40 |
| 1 | Water Truck Driver | \$46.50 | 2 | \$93.00 |
| Total Cost for Scarification | | | | \$411.78 |

Finish Grading

| No. | Task | Rate | Hours | Total |
|-------------------------------|--------------------|---------|-------|------------|
| 1 | Grading with D6H | \$81.38 | 10 | \$813.80 |
| 1 | D6H Operator | \$52.81 | 10 | \$528.10 |
| 1 | Water Truck | \$25.20 | 10 | \$252.00 |
| 1 | Water Truck Driver | \$46.50 | 10 | \$465.00 |
| Total Cost for Finish Grading | | | | \$2,058.90 |

Total Cost for Site Grading

\$2,882.46

2.3 Estimated Costs of Revegetation

As stated in the Reclamation Plan; the objectives of revegetation are to 1) provide vegetative cover for final slopes that controls erosion and stabilizes slopes and 2) create grassland for use as grazing land.

The grassland mix will be applied to all areas disturbed by mining and related activities. It is anticipated that approximately 10 acres of disturbance will require revegetation with the grassland mix. The

proposed seed mix varies slightly from that in the Reclamation Plan (Page 18) due to the change in mitigation. Since there will not be reconstructed vernal pools inside the limits of excavation, hydrophytic plant types associated with wetlands would not be expected to succeed, and are replaced here by other range species compatible with the end use. New species and mass are per recommendation of Kamprath Seed, Inc. After finish grading, the grassland mix will be distributed using a whirlybird seeder.

Grassland Mix

| Common Name | Lbs/Acre | Cost/Pound | Total Cost |
|-----------------------|----------|------------|------------|
| Lupine bicolor | 4.0 | N/A | N/A |
| Trifolium tridentatum | 3.0 | N/A | N/A |
| Deschampsia cespitosa | 3.0 | N/A | N/A |
| Hordeum californica | 10.0 | N/A | N/A |
| Plantago erecta | 3.0 | N/A | N/A |
| California poppy | 1.0 | N/A | N/A |
| Vulpia microstachys | 3.0 | N/A | N/A |
| Poa secunda | 3.0 | N/A | N/A |
| Festuca idahoensis | 5.0 | N/A | N/A |
| Subtotal | 35 | N/A | \$760/Ac |
| | | Acres | 10 |
| Total | | | \$7,600.00 |

Note: Cost estimate provided by Kamprath Seed, Inc., Manteca

The recommended method for distributing seeds on the site is to use a whirlybird seeder for the grassland mix. For this estimate a production rate of ½-acre per hour will be assumed. The table below represents costs associated with distributing the seed mixes.

| No. | Task | Rate | Hours | Total |
|----------------------------------|-------------------|---------|-------|------------|
| 1 | Landscape Laborer | \$41.95 | 20 | \$839.00 |
| 1 | Whirlybird Seeder | \$1.50 | 20 | \$30.00 |
| 1 | Pick Up Truck | \$16.34 | 20 | \$326.80 |
| Total Cost for Seed Distribution | | | | \$1,195.80 |

Total Revegetation Costs

\$8,795.80

2.4 Reclamation Monitoring

Reclamation monitoring consists of a biologist visiting the reclamation area on an annual basis for a three-year period. The biologist will conduct an evaluation of the revegetation area to ensure that the goals of the revegetation guidelines are achieved. This estimate assumes that a staff biologist will conduct the annual monitoring, which will require

five hours in the field and 10 hours in the office to complete the annual monitoring report.

| Cost Item | Hours | Rate | Total |
|--------------------------------------|-------|------|---------|
| Annual Monitoring | 5 | \$90 | \$450 |
| Annual Monitoring Report Preparation | 10 | \$90 | \$900 |
| Annual Monitoring Costs x 3 years | | | \$4,050 |

Total Reclamation Monitoring Costs **\$4,050.00**

3.0 DIRECT COST OF RECLAMATION SUMMARY

| Item | Cost |
|--------------------------|--------------------|
| Equipment Removal | \$3,587.54 |
| Site Grading | \$2,882.46 |
| Revegetation | \$8,795.80 |
| Revegetation Monitoring | \$4,050.00 |
| Total Direct Cost | \$16,433.34 |

4.0 INDIRECT COST OF RECLAMATION

| Item | Cost |
|-----------------------------------|-------------------|
| Supervision Expense @ 6.9% | \$1,133.90 |
| Profit & Overhead Expense @ 14.0% | \$2,300.67 |
| Contingencies @ 10% | \$1,643.33 |
| Mobilization Expense @ 5% | \$821.67 |
| Total Indirect Cost | \$5,899.57 |

5.0 TOTAL COST OF RECLAMATION

| | |
|--|--------------------|
| Total Direct Reclamation Costs | \$16,433.34 |
| Total Indirect Cost | \$5,899.57 |
| Total Direct and Indirect Cost of Reclamation | \$22,332.91 |
| Lead Agency Administrative Costs @ 5% | \$1,116.65 |

Projected Unit Costs **\$23,449.56**

There has been no clay sold from the Cooper Clay Mine and no changes to the site other than removal of vernal pool inoculum. It is recommended that, in the interest of a more complete site restoration in the event of abandonment of the mine, that the donor vernal pool not be further degraded by attempting to conduct reclamation actions on it. The FACE was adjusted in 2011 to reflect the 1.7% change listed on the Consumer Price Index for Northern California.

The increase was **\$398.64**, added to the prior FACE of \$23,449.56, for a total of

\$23,848.20.

The CPI is based on surveys by the US Bureau of Labor Statistics and represents a cross-section of goods and services commonly bought by primarily urban households, which may overstate inflation. Reclamation costs are not expected to have increased appreciably in the rural locality of the mine over the period since the last increase. Therefore, inflation is not considered a pertinent factor in this year's review.

Total Financial Assurance Requirement

\$23,848.20

**Valley Sand & Gravel, Inc.
Reclamation Financial Assurance Cost Estimate
2014**

The following discussion explains the basic assumptions used to develop the updated reclamation cost estimate for the Valley Sand & Gravel Mine.

1.0 Current Conditions

This reclamation cost estimate is provided to identify the cost of meeting anticipated reclamation responsibilities for the Valley Sand & Gravel Mine in its present condition. The cost estimate is based on the requirements of approved reclamation plan objectives and the area of disturbance identified by the last annual inspection report.

The reclamation plan identifies that the site will be mined in two horizontal phases. Final slopes with a maximum 3H:1V gradient will be established through the extraction process. Topsoil will be retained for redistribution and seeding on slopes and floor. Material is extracted with a front-end-loader and/or bulldozer and conveyed to the processing area and product stockpiles. Final reclamation is to dryland grazing.

The Merced County December 2013 inspection report found that 25 total acres are currently disturbed. This surface area is gradually lowering through Phase 1. This update therefore assumes costs relative to continued incremental activity in Phase 1.

Current Site Conditions

- Area identified by the County as disturbed = 25 acres
- Area excavated = 12.5 acres approximately
- Topsoil stockpile, plant site, staging, office and entry areas = 15.5 acres, approximately

Acreages Subject to Reclamation

- Site grading and topsoil replacement (excavated) = 12.5 acres
- Finish grading = 25
- Ripping = 3
- Revegetation = 25

Reclamation of the project site will include:

- Equipment removal
- Finish grading
- Topsoil redistribution/Seeding

Valley Sand & Gravel
 Reclamation Financial Assurance Cost Estimate
 2014

A description and associated cost of each of these estimating categories is provided. These costs are then totaled and, as a group, represent the "Direct Costs of Reclamation." Added to Direct Costs are charges that are normally experienced for supervision, profit and overhead, contingencies, and mobilization. These charges are identified as "Indirect Cost of Reclamation." Taken together, the Direct and Indirect reclamation costs identify the total cost for reclamation.

2.0 Estimated Direct Cost of Reclamation

2.1 Processing Plant and Equipment Removal

At the conclusion of mining operations, all plant equipment, support structures and other manmade improvements will need to be removed from the site. Processing equipment located onsite is such that a frontend loader and a truck can complete the removal process.

| Cost Item | Hours | Rate | Total |
|--|-------|---------|----------------|
| Caterpillar 436 loader w/backhoe | 10 | \$50.62 | \$506.20 |
| Operator | 10 | \$51.65 | \$516.50 |
| Laborer | 10 | \$36.46 | \$364.60 |
| Trucking w/ Tractor and Lowboy Trailer* | 3.5 | \$124 | \$434.00 |
| Total Processing Plant Removal Cost | | | \$1,821 |

* Note: trucking costs include \$80/hour for truck and trailer and \$44/hour for driver.

Final cleanup of the site will include the removal of foundations and footings as well as general site cleanup. Disposal costs are per dumpster and include hauling and tipping fees. Concrete is disposed of in 10 cubic yard dumpsters, while miscellaneous material is disposed of in 30 cubic yard dumpsters.

| Cost Item | Type of Material | Volume (CY) | Unit Cost | Total |
|---|------------------|-------------|-----------|--------------|
| Foundation/footings removal | Concrete | 100 | \$35.00 | \$350.00 |
| General Site Cleanup | Misc | 15 | \$15.00 | \$15.00 |
| Total Miscellaneous Cleanup Cost | | | | \$365 |

Total Processing Plant and Equipment Removal Costs **\$2,186**

2.2 Site Grading and Topsoil Replacement

Rough grading and finish grading would be required to establish reclaimed topography in compliance with the approved reclamation plan. Rough grading will consist of leveling stockpiled material and contouring slopes to rough grade. The table below assumes the use of a dozer with an average rough grading rate of 1.0 acre per hour, and 5.0 acres/hour for water truck operation.

| Rough Grading | | | | |
|----------------------|--------------|-------------------|------------------|----------------|
| Equipment | Acres | Acres/Hour | Rate/Hour | Total |
| D-8 Dozer | 12.5 | 1 | \$173.80 | \$2,173 |
| Operator | 12.5 | 1 | \$51.65 | \$646 |
| Water Truck | 12.5 | 5 | \$63.05 | \$158 |
| Operator | 12.5 | 5 | \$43.75 | \$109 |
| Total | | | | \$3,086 |

The table below assumes the use of a dozer with an average finish grading rate of 1.0 acre per hour. A track dozer is preferred over a wheel type tractor because its track impressions will retain water and therefore, will be more effective at preparing the area for revegetation.

| Finish Grading | | | | |
|-----------------------|--------------|-------------------|------------------|----------------|
| Equipment | Acres | Acres/Hour | Rate/Hour | Total |
| D-8 Dozer | 25 | 1 | \$173.80 | \$4,345 |
| Operator | 25 | 1 | \$51.65 | \$1,291 |
| Water Truck | 25 | 5 | \$63.05 | \$315 |
| Operator | 25 | 5 | \$43.75 | \$218 |
| Total | | | | \$6,169 |

In areas where mining activities result in the compaction of soil, ripping, discing or other means will be used prior to revegetation to allow for the establishment of a suitable root zone. It is anticipated that 3 acres, consisting of onsite haul roads and

other miscellaneous areas, will require ripping. Ripping is expected to be relatively easy with a bull dozer. This estimate assumes that a D8R dozer with a ripper attachment will be used to rip all compacted areas to a depth of approximately 12 inches. Ripping or discing requires no sculpting and less precision than grading work. Therefore it is assumed that the dozer can rip or disc at a more rapid rate; two acres per hour.

| Ripping | | | | |
|------------------|--------------|-------------------|------------------|--------------|
| Equipment | Acres | Acres/Hour | Rate/Hour | Total |
| D-8 Dozer | 3 | 2 | \$173.80 | \$261 |
| Operator | 3 | 2 | \$51.65 | \$77 |
| Water Truck | 3 | 5 | \$63.05 | \$38 |
| Operator | 3 | 5 | \$43.75 | \$26 |
| Total | | | | \$402 |

Total Cost for Site Grading

\$9,657

2.3 Revegetation

The reclamation plan identifies that the site will be revegetated with a native grassland mix. Upon completion of finish grading of the site, the native seed mix will be spread using the broadcast seeding method. Approximately 25 acres of the site will require revegetation.

| Task | Acres | \$/acre | Total Cost |
|---------------------------|--------------|----------------|-------------------|
| Initial Broadcast Seeding | 25 | \$208 | \$5,200 |
| Total | | | \$5,200 |

Note: \$/acre includes labor and materials.

Total anticipated cost for Revegetation

\$5,200

Summary of Estimated (direct) Reclamation Costs:

| Direct Cost Summary | |
|----------------------------|-----------------|
| Equipment Removal | \$2,186 |
| Site Grading | \$9,657 |
| Revegetation | \$5,200 |
| Total Direct Cost | \$17,043 |

3.0 Estimated Indirect Cost of Reclamation

A number of costs are incurred when reclamation activities are outsourced to a private contractor. These costs are referred to as indirect costs. Indirect costs include the cost of moving equipment and materials to and from the project site (mobilization), reclamation management, profit and overhead, contingencies, and lead agency administration. These costs are estimated based on percentages of total direct costs as recommended in the State Mining and Geology Board's Financial Assurance Estimating Guidelines.

Indirect costs are added to total direct costs to determine the total financial assurance requirement.

| Indirect Cost Summary | | | |
|------------------------------|--------------------------|--------------------------|-----------------------|
| Cost Item | % of Direct Costs | Total Direct Cost | Indirect Costs |
| Mobilization | 5.0% | \$17,043 | \$853 |
| Contingencies | 10.0% | \$17,043 | \$1,704 |
| Profit & Overhead | 10.0% | \$17,043 | \$1,704 |
| Supervision | 7.0% | \$17,043 | \$1,193 |
| Total Indirect Costs | | | \$5,454 |

4.0 Estimated Total Reclamation Cost

Based on the estimated costs presented above, the total estimated cost of reclamation is tabulated below.

| | |
|---|----------|
| Total Direct Costs | \$17,043 |
| Total Indirect Costs | \$5,454 |
| Total Direct and Indirect Cost of Reclamation | \$22,497 |
| Total Financial Assurance Requirement | \$22,497 |

Total Assurance Requirement

\$22,497

SURFACE MINING INSPECTION REPORT

Instructions for completing this form are on the reverse side. Attach notice(s) of violation(s) and order(s) to comply for all observed non-compliance.

| | | |
|--|------------------------------|-----------------------------|
| I. Mine Name as reported by Operator on Mining Operation Annual Report Boydston Pit | Inspection Date: 01/11/07 | CA MINE ID#: 91 -54-0028 |
|--|------------------------------|-----------------------------|

| | | |
|--|---------------------------------------|-------------------|
| II. SMARA Lead Agency Name (City or County only) County of Tulare | | |
| Inspector Desmond Johnston | Telephone (559) 733-6291 | |
| Title Independent Contractor | Organization Tulare Co./EnviroMine | |
| Mailing Address 5961 South Mooney Blvd. | | |
| City Visalia | State CA | ZIP Code 93277 |
| E-mail Address (Optional) N/A | | |

| | | |
|--|-----------------------------|-------------------|
| III. Mine Operator Mitchell Brown Engineering | | |
| Contact Person Mitchell Brown | Telephone (559) 781-6389 | |
| Mailing Address 14200 Road 284 | | |
| City Porterville | State CA | ZIP Code 93257 |
| E-mail Address (Optional) N/A | | |

| IV. Does the operation have: | P | NR | No | Yes |
|--|---|----|----|---------------------|
| A permit to mine? | | | | Permit # PMR 97-002 |
| An approved Reclamation Plan? | | | | RP # PMR 97-002 |
| Has the operator filed a Mining Operation Annual Report (form MRRC-2)? Check one: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown | | | | |
| Is this operation on Federal Land? Check one: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| If "Yes", provide one or both of the Federal Mine Land Identification Numbers below: | | | | |
| California Mining Claim Number (CAMC#): N/A | | | | |
| U.S. Forest Service Identification Number (USFS ID#): N/A | | | | |

DISTRIBUTION: Original to Operator. Copies to: State (by Lead Agency), Lead Agency, State (by Operator), and BLM or USFS (if required).

SURFACE MINING INSPECTION REPORT

| V. Does the Operator currently have a Lead Agency approved Financial Assurance? Check one: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", complete section below. If "No", refer to instructions on the reverse of this page and complete Section VI. | | Inspection Date: 01/11/07 | CA MINE ID#: 91 -54-0028 |
|---|---|---|-----------------------------|
| Type of Financial Assurance Mechanism(s) | Financial Assurance Mechanism Number(s) | Current Amount on File | Date of Expiration |
| <input type="checkbox"/> Surety Bond | | \$ | |
| <input checked="" type="checkbox"/> Certificate of Deposit | 2285 | \$ 4,071.10 | 9/29/08 |
| <input type="checkbox"/> Letter of Credit | | \$ | |
| <input type="checkbox"/> Trust Fund | | \$ | |
| <input type="checkbox"/> Pledge of Revenue | | \$ | |
| <input type="checkbox"/> Budget Set Aside | | \$ | |
| <input type="checkbox"/> | | \$ | |
| The Financial Assurance Amount must be adjusted annually. Attach a copy of the revised Financial Assurance Amount calculation with this report. | | Date of Financial Assurance Amount Calculation: | |
| Does the current mechanism(s) on file cover the new annual calculation? <input type="checkbox"/> Yes <input type="checkbox"/> No | | If "No", date operator was notified that a new mechanism is required: | |

VI. Financial Assurance comments.

The mine lacks an approved updated Financial Assurance Estimate.

SURFACE MINING INSPECTION REPORT

| VII. Is the operation in compliance with provisions of the approved Reclamation Plan with respect to: | OK | VN | NI | NA | CA MINE ID # |
|---|-------------------------------------|-------------------------------------|----|-------------------------------------|---|
| | | | | | 91 -54-0028 |
| Wildlife Habitat | <input checked="" type="checkbox"/> | | | | Inspection Date: 01/11/07 |
| Revegetation | <input checked="" type="checkbox"/> | | | | |
| Agricultural Land | | | | <input checked="" type="checkbox"/> | Weather Code(s): CL |
| Stream Protection | <input checked="" type="checkbox"/> | | | | Duration of Inspection: 0.75 hrs. |
| Tailings and Mine Waste Management | | | | <input checked="" type="checkbox"/> | |
| Closure of Surface Openings | | | | <input checked="" type="checkbox"/> | Approximate Disturbed Acreage: 3 ac. ± |
| Building, Structure, and Equipment Removal | <input checked="" type="checkbox"/> | | | | |
| Topsoil Salvage, Maintenance, and Redistribution | <input checked="" type="checkbox"/> | | | | Status of Operation Code(s): A |
| Backfilling, Regrading, Slope Stability, and Recontouring | <input checked="" type="checkbox"/> | | | | |
| Drainage, Diversion Structures, Waterways, and Erosion | <input checked="" type="checkbox"/> | | | | Status of Reclamation Code(s): RN |
| Other (list or explain below) | | <input checked="" type="checkbox"/> | | | |

VIII. Comments/Description of Violation(s) and Corrective Measure(s) Required

The mine lacks an approved updated Financial Assurance Estimate. Additionally, based on available County records, the following are unfulfilled permit conditions:

- Condition No. 8, Drainage and Flood Proofing Plan
- Condition No. 35, map showing locations of Elderberry bushes
- Condition No. 38, a schedule of reclamation
- Condition No. 45, revegetation plan

| | | |
|--------------------------------|--|------------------------|
| IX. Number of Violations: 2 | Inspector's Signature: <i>D. F. Johnson</i> | Date Signed: 3-4-07 |
|--------------------------------|--|------------------------|

SURFACE MINING INSPECTION REPORT

Instructions for completing this form are on the reverse side. Attach notice(s) of violation(s) and order(s) to comply for all observed non-compliance.

| | | |
|--|------------------------------|-----------------------------|
| I. Mine Name as reported by Operator on Mining Operation Annual Report Lee Gill Granite | Inspection Date: 01/11/07 | CA MINE ID#: 91 -54-0002 |
|--|------------------------------|-----------------------------|

| | | |
|--|---------------------------------------|-------------------|
| II. SMARA Lead Agency Name (City or County <u>only</u>) County of Tulare | | |
| Inspector Desmond Johnston | Telephone (559) 733-6291 | |
| Title Independent Contractor | Organization Tulare Co./EnviroMine | |
| Mailing Address 5961 South Mooney Blvd. | | |
| City Visalia | State CA | ZIP Code 93277 |
| E-mail Address (Optional) N/A | | |

| | | |
|--|-----------------------------|-------------------|
| III. Mine Operator Mitchell Brown Engineering | | |
| Contact Person Mitchell Brown | Telephone (559) 781-6389 | |
| Mailing Address 14200 Road 294 | | |
| City Porterville | State CA | ZIP Code 93257 |
| E-mail Address (Optional) N/A | | |

| IV. Does the operation have: | P | NR | No | Yes |
|--|---|----|----|-----------------------|
| A permit to mine? | | | | Permit # PMR # 92-001 |
| An approved Reclamation Plan? | | | | RP # PMR # 92-001 |
| Has the operator filed a Mining Operation Annual Report (form MRRC-2)? Check one: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown | | | | |
| Is this operation on Federal Land? Check one: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| If "Yes", provide one or both of the Federal Mine Land Identification Numbers below: | | | | |
| California Mining Claim Number (CAMC#): N/A | | | | |
| U.S. Forest Service Identification Number (USFS ID#): N/A | | | | |

DISTRIBUTION: Original to Operator. Copies to: State (by Lead Agency), Lead Agency, State (by Operator), and BLM or USFS (if required).

SURFACE MINING INSPECTION REPORT

| V. Does the Operator currently have a Lead Agency approved Financial Assurance? Check one: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", complete section below. If "No", refer to instructions on the reverse of this page and complete Section VI. | | Inspection Date: 01/11/07 | CA MINE ID#: 91 -54-0002 |
|---|---|---|-----------------------------|
| Type of Financial Assurance Mechanism(s) | Financial Assurance Mechanism Number(s) | Current Amount on File | Date of Expiration |
| <input type="checkbox"/> Surety Bond | | \$ | |
| <input checked="" type="checkbox"/> Certificate of Deposit | 2573, Acct. # 468843450 | \$ 1,600.00 | 05/24/93 |
| <input type="checkbox"/> Letter of Credit | | \$ | |
| <input type="checkbox"/> Trust Fund | | \$ | |
| <input type="checkbox"/> Pledge of Revenue | | \$ | |
| <input type="checkbox"/> Budget Set Aside | | \$ | |
| <input type="checkbox"/> | | \$ | |
| The Financial Assurance Amount must be adjusted annually. Attach a copy of the revised Financial Assurance Amount calculation with this report. | | Date of Financial Assurance Amount Calculation: | |
| Does the current mechanism(s) on file cover the new annual calculation? <input type="checkbox"/> Yes <input type="checkbox"/> No | | If "No", date operator was notified that a new mechanism is required: | |

VI. Financial Assurance comments.

The mine lacks an approved updated Financial Assurance Estimate.

SURFACE MINING INSPECTION REPORT

| VII. Is the operation in compliance with provisions of the approved Reclamation Plan with respect to: | OK | VN | NI | NA | CA MINE ID # |
|---|-------------------------------------|-------------------------------------|----|-------------------------------------|--------------------------------------|
| | | | | | 91-54-002 |
| Wildlife Habitat | <input checked="" type="checkbox"/> | | | | Inspection Date: 01/11/07 |
| Revegetation | <input checked="" type="checkbox"/> | | | | |
| Agricultural Land | <input checked="" type="checkbox"/> | | | | Weather Code(s): CL |
| Stream Protection | | | | <input checked="" type="checkbox"/> | Duration of Inspection: 0.75 hr. |
| Tailings and Mine Waste Management | | | | <input checked="" type="checkbox"/> | |
| Closure of Surface Openings | | | | <input checked="" type="checkbox"/> | Approximate Disturbed Acreage: 10 |
| Building, Structure, and Equipment Removal | <input checked="" type="checkbox"/> | | | | Status of Operation Code(s): A |
| Topsoil Salvage, Maintenance, and Redistribution | <input checked="" type="checkbox"/> | | | | |
| Backfilling, Regrading, Slope Stability, and Recontouring | <input checked="" type="checkbox"/> | | | | |
| Drainage, Diversion Structures, Waterways, and Erosion | <input checked="" type="checkbox"/> | | | | Status of Reclamation Code(s): R |
| Other (list or explain below) | | <input checked="" type="checkbox"/> | | | |

| |
|--|
| <p>VIII. Comments/Description of Violation(s) and Corrective Measure(s) Required</p> <p>The mine lacks an approved updated Financial Assurance Estimate.</p> |
|--|

| | | |
|--------------------------------|----------------------------|------------------------|
| IX. Number of Violations: 1 | Inspector's Signature: | Date Signed: 3-4-07 |
|--------------------------------|----------------------------|------------------------|

SURFACE MINING INSPECTION REPORT

Instructions for completing this form are on the reverse side. Attach notice(s) of violation(s) and order(s) to comply for all observed non-compliance.

| | | |
|---|-----------------------------|------------------------------|
| I. Mine Name as reported by Operator on Mining Operation Annual Report Kaweah River Rock | Inspection Date: 12-1-06 | CA MINE ID#: 91 - 54-0006 |
|---|-----------------------------|------------------------------|

| | | |
|---|--|-----------------------------|
| II. SMARA Lead Agency Name (City or County <u>only</u>) Tulare County | | |
| Inspector Desmond Johnston | | Telephone (559) 733-6291 |
| Title Independent Contractor | Organization Tulare Co./EnvironMine | |
| Mailing Address 5961 South Mooney Blvd. | | |
| City Visalia | State CA | ZIP Code 93277 |
| E-mail Address (Optional) N/A | | |

| | | |
|---|-------------|-------------------------------|
| III. Mine Operator Kaweah River Rock Co., Inc. | | |
| Contact Person David Herralld | | Telephone (559) 564-3302 |
| Mailing Address P.O. Box 515 | | |
| City Woodlake | State CA | ZIP Code 93286-0515 |
| E-mail Address (Optional) | | |

| IV. Does the operation have: | P | NR | No | Yes |
|--|---|----|----|---|
| A permit to mine? | | | | Permit # Various, including M-2 63-21, M-2 66-11, and M-2 66-29 |
| An approved Reclamation Plan? | | | | RP # PMR 79-04, and amendment PMR01-002 |
| Has the operator filed a Mining Operation Annual Report (form MRRC-2)? Check one: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown | | | | |
| Is this operation on Federal Land? Check one: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | |
| If "Yes", provide one or both of the Federal Mine Land Identification Numbers below: | | | | |
| California Mining Claim Number (CAMC#): N/A | | | | |
| U.S. Forest Service Identification Number (USFS ID#): N/A | | | | |

DISTRIBUTION: Original to Operator. Copies to: State (by Lead Agency), Lead Agency, State (by Operator), and BLM or USFS (if required).

SURFACE MINING INSPECTION REPORT

| | | | |
|--|--|---|------------------------------|
| V. Does the Operator currently have a Lead Agency approved Financial Assurance? Check one: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", complete section below. If "No", refer to instructions on the reverse of this page and complete Section VI. | | Inspection Date: 12/1/06 | CA MINE ID#: 91 – 54-0006 |
| Type of Financial Assurance Mechanism(s) | Financial Assurance Mechanism Number(s) | Current Amount on File | Date of Expiration |
| <input checked="" type="checkbox"/> Surety Bond | 929344005, and 58628536 | \$ 16,110.00 total | 10/12/07 and 12/08/07 |
| <input type="checkbox"/> Certificate of Deposit | | \$ | |
| <input type="checkbox"/> Letter of Credit | | \$ | |
| <input type="checkbox"/> Trust Fund | | \$ | |
| <input type="checkbox"/> Pledge of Revenue | | \$ | |
| <input type="checkbox"/> Budget Set Aside | | \$ | |
| <input type="checkbox"/> | | \$ | |
| The Financial Assurance Amount must be adjusted annually. Attach a copy of the revised Financial Assurance Amount calculation with this report. | | Date of Financial Assurance Amount Calculation: | |
| Does the current mechanism(s) on file cover the new annual calculation? <input type="checkbox"/> Yes <input type="checkbox"/> No | | If "No", date operator was notified that a new mechanism is required: | |

VI. Financial Assurance comments.

Per Tulare County RMA, the updated FAE level is satisfactory.

SURFACE MINING INSPECTION REPORT

| VII. Is the operation in compliance with provisions of the approved Reclamation Plan with respect to: | OK | VN | NI | NA | CA MINE ID # 91 -54-0006 |
|---|-------------------------------------|----|----|-------------------------------------|---|
| Wildlife Habitat | <input checked="" type="checkbox"/> | | | | Inspection Date: 12/1/06 |
| Revegetation | <input checked="" type="checkbox"/> | | | | |
| Agricultural Land | <input checked="" type="checkbox"/> | | | | Weather Code(s): CR |
| Stream Protection | <input checked="" type="checkbox"/> | | | | |
| Tailings and Mine Waste Management | <input checked="" type="checkbox"/> | | | | Duration of Inspection: 2.0 hours |
| Closure of Surface Openings | | | | <input checked="" type="checkbox"/> | Approximate Disturbed Acreage: 120 ± acres |
| Building, Structure, and Equipment Removal | <input checked="" type="checkbox"/> | | | | |
| Topsoil Salvage, Maintenance, and Redistribution | <input checked="" type="checkbox"/> | | | | Status of Operation Code(s): A |
| Backfilling, Regrading, Slope Stability, and Recontouring | <input checked="" type="checkbox"/> | | | | |
| Drainage, Diversion Structures, Waterways, and Erosion | <input checked="" type="checkbox"/> | | | | Status of Reclamation Code(s): R |
| Other (list or explain below) | | | | <input checked="" type="checkbox"/> | |

VIII. Comments/Description of Violation(s) and Corrective Measure(s) Required

| | | |
|--------------------------------|---|------------------------|
| IX. Number of Violations: 0 | Inspector's Signature:  | Date Signed: 4-4-07 |
|--------------------------------|---|------------------------|



Garth A. Pecchenino, PE, PLS

Vice President of Technical Services

Principal Engineer/Branch Manager

AREAS OF EXPERTISE

- ◆ Water Well Design
- ◆ Water Tank Design
- ◆ Hydraulic Analysis and Design
- ◆ Project Management
- ◆ Water System Design
- ◆ Design and Coordination of Service Utilities
- ◆ Sewer and Storm Drain Design
- ◆ Boundary Research
- ◆ Roadway Design

EDUCATION

- ◆ BS, Agricultural Engineering, California Polytechnic State University, San Luis Obispo

REGISTRATIONS / CERTIFICATIONS

- ◆ Registered Civil Engineer, State of California, No. 52678
- ◆ Registered Agricultural Engineer, State of California, No. 492
- ◆ Professional Land Surveyor, State of California, No. 7825

PROFESSIONAL ORGANIZATIONS

- ◆ Member, American Society of Agricultural Engineers
- ◆ Member, Irrigation Water Supply and Conveyance Committee
- ◆ Member, American Society of Civil Engineers
- ◆ Member, Advisory Council for Agricultural Engineering Department at Cal Poly

CONTINUING EDUCATION

- ◆ Subdivision Map Act Seminar
- ◆ Leica GPS training
- ◆ State Plane Coordinates, Nader
- ◆ Water Rights Seminar ASCE

PRESENTATIONS

- ◆ Well Design & Zoning Testing, California

Mr. Pecchenino has over 30 years of experience in civil engineering projects with an emphasis in hydraulic and water resources. His project experience includes permitting/ application process, specification writing and design of new irrigation facilities, water wells, wastewater treatment facilities, and storm drainage facilities.

Mr. Pecchenino currently serves as District Engineer for Hilmar County Water District, Le Grand Community Service District, Midway Community Service District, South Dos Palos Community Service District, and Merquin Water District; and City Engineer for Atwater and Dos Palos.

Reclamation & Mining Permits – Mr. Pecchenino has provided the organizational leadership on several reclamation and Mining permit applications in both Merced and Stanislaus County's. Mr. Pecchenino has brought his background from other regulatory projects to successfully provide approved permitting and continue the monitoring of the operations for SMARA compliance.

PROJECT EXPERIENCE

Bettencourt Aggregate Mine and Reclamation Project– Snelling, CA. *Project Manager/Design Engineer.*

Served as the Project Manager and Design Engineer for the development of the permit application and reclamation plan for the 200-acre project adjacent to the Merced River. Worked with regulatory agencies to provide mitigation measures for the protection of the stream and adjacent habitat area, developed the storm water control plan for the site, developed the erosion control measures for the site operation, ongoing monitoring of the reclamation process at the facility, developed the financial assurance cost estimates (FACE) for the project.

CVC Sand Pit – Merced, CA. *Project Manager/Design Engineer.*

Served as the Project Manager and Design Engineer for the reclamation and financial assurance cost estimate on an inactive sand pit permit to bring the sand pit back into operational guides with current SMARA regulations.

Green Tree Nursery – Turlock, CA. *Project Manager/Design Engineer.*

Served as the Project Manager and Design Engineer for a 20-acre materials removal process to develop landscape grade materials for golf course and residential products. Provided the guidance for a family operation to be permitted for the removal of materials used by their landscape business, developed the reclamation plan and the financial assurance cost estimate for the project.

Merced Aggregates – Merced County, CA. *Project Manager/Design Engineer.*

Served as the Project Manager and Design Engineer for various aggregate mining operations, reclamation plans and annual reporting. Permitting process through both Merced and Stanislaus County's.

Santa Fe Aggregate Doolittle Mine – Snelling, CA. *Project*



Manager/Principal Engineer.

Developed the operational and reclamation plan for a tailing site along the Merced River, project processing for permitting of the crushing and removal operation, reclamation plan and financial assurance cost estimate. Project is operated on a as needed bases with a portable crushing plant to stockpile material for use based on market demand.

2013 Water System Improvement Project, Hilmar County Water District – Hilmar, CA. *Project Manager.*

Served as the Project Manager for a water rate monthly fee analysis to fund water system improvements. The objective of the analysis was to determine the new monthly rate to add a new 1 million gallon storage tank and booster facility, along with a new ground water well. Assisted the District in developing the funding package for a low interest loan from USDA. Developed and presented the new rate structure to the community to support the loan repayment requirements. The new storage tank and well allow for mixing of ground water from three District well sites to achieve an arsenic level below the mandated MCL. This project enables the District to meet drinking water standards without treatment costs to their customer base, and provides a needed redundancy in the water supply.

Preliminary Engineering Report – City of Dos Palos, CA. *Project Manager.*

Assisted the City in obtaining a loan from USDA for a new wastewater treatment plant. Prepared the Preliminary Engineer's Report, developed the preliminary project design drawings, prepared a cost estimate and coordinated the application process with USDA staff. Assisted the City staff with the preparation of the financial documents for the application process and submitted a new rate schedule to support the project funding requirements from USDA.

Yosemite Lakes Park Water Well, County of Merced Public Works Department – Yosemite Lakes Park, CA. *Project Manager.*

Served as the Project Manager for the community's new supply well. The new well was needed to replace a failing well. Project services included design drawings, coordinating the well driller for the test and production wells, construction management, and coordinating final testing of the well for acceptance by the County.

Various Water System Projects – County of Merced, CA. *Project Manager.*

Served as the Project Manager for numerous County water system projects, including evaluation of the Lake Yosemite water and irrigation system, development and installation of new domestic wells for Lake Yosemite, and review and update of the Sandy Mush Correction Facility water distribution system operation plan and arsenic removal treatment system.



Desmond F. Johnston, AICP

Senior Planner/Project Manager

AREAS OF EXPERTISE

- ◆ Surface Mining & Reclamation
- ◆ CEQA/NEPA Compliance
- ◆ Land Use Entitlement Processing
- ◆ Project Management
- ◆ Agency Coordination
- ◆ City and County Planning Staff Services

EDUCATION

- ◆ BS, Natural Resources Management (Environmental Management concentration), California Polytechnic State University, San Luis Obispo, 1987

REGISTRATIONS / CERTIFICATIONS

- ◆ American Institute of Certified Planners (AICP) Certification No. 012591

PROFESSIONAL ORGANIZATIONS

- ◆ Member, American Planning Association (APA)
- ◆ Professional Development Officer, Central Section, California Chapter, American Planning Association (APA)
- ◆ Member, Government Review Committee, Greater Merced Chamber of Commerce (Chair, VP, and Director, 2008 - 2011)
- ◆ City of Merced Programmatic Climate Action Plan Focus Group, 2014-2015
- ◆ City of Merced Zoning Ordinance Update Focus Group, 2014-2015
- ◆ Member, City of Merced Airport Authority

CONTINUING EDUCATION

- ◆ Spring 2015 Advanced CEQA Workshop, Association of Environmental Professionals, February 2015
- ◆ 2016 Mining Law Modernization and SMARA Reform and Rulemaking Overview, June 9, 2016

PRESENTATIONS

- ◆ Understanding the California Environmental

Mr. Johnston has 25 years experience in both the public and private sectors, focused on environmental analysis, regulatory planning, and preparing and managing SMARA and CEQA documents and activities. His professional experience includes 13 years of employment with the Merced County Planning and Community Development Department, ten years of consulting experience, and, recently, the position of Planning Manager for the Monterey Peninsula Airport District. Mr. Johnston has prepared, or managed the preparation of, numerous CEQA and NEPA documents, and he is very well acquainted with planning and environmental issues routinely encountered by municipal and county governments.

PROJECT EXPERIENCE

Merced County Planning & Community Development Department – Merced County, CA. *Environmental Coordinator.*

Served as administrator of CEQA and SMARA for Merced County. Conducted 1st annual inspections in 1991 and several years subsequently on the County's 23 mines. Processed all new and amended surface mining CUP/Reclamation Plan proposals during this period. Represented Merced County in resolving issues and developing protocols with state resource agencies. Prepared the model documents for CEQA notices: Notice of Exemption, Notice of Preparation, Notice of Intent to Adopt an ND/MND, etc., to effectively and successfully implement the CEQA statute and guidelines on behalf of the lead agency (County). Developed county's first comprehensive procedure to conduct CEQA Negative Declarations. Managed and prepared EIR on controversial county landfill expansion project, the first landfill EIR in the state in ten years to withstand committed opposition.

Santa Fe Land Planning, Inc. – Merced, CA. *President/ Principal Planner.*

Contracted planning for municipalities and school districts (served as planner and/or worked on select projects for City of Gustine and City of Merced). Conducted annual SMARA surface mine inspections for Tulare County 2006-07. Prepared mine reclamation plans and application packages on behalf of applicants. Prepared CEQA documentation, including EIRs (Environmental Impact Reports) and Initial Studies/Mitigated Negative Declarations. Conducted regulatory due diligence and entitlement analysis for private and public developments. Managed and conducted peer reviews of California lead agency planning and environmental documents (CEQA EIRs and ND/MNDs). Prepared and managed projected budgets and schedules and CEQA subconsultant's budgets. Oversaw planning office/firm. Developed and maintained client contacts

Highway 59 Landfill Expansion EIR – Merced County, CA. *Project Manager.*

Prepared project description; managed technical subconsultants and County staff assigned to special studies; drafted select sections of assessment, and assembled the DEIR; produced all required notices, and prepared FEIR responses to comments.

City of Gustine – Gustine, CA. *Contract Planner*



Quality Act, California Rural Water
Association, CRWA 2015 Expo, South Lake
Tahoe, April 2015

As contract city planner for the City of Gustine while with Santa Fe Land Planning, Inc, responded to zoning inquiries, processed and approved ministerial and staff-level permits and entitlements, processed current planning applications, prepared and presented staff reports to Planning Commission and City Council, served as secretary to the Planning Commission, and conducted several studies sessions with the Planning Commission on a comprehensive zone code update.

City of Chowchilla – Chowchilla, CA *Contract Planning Services*

While an Assistant Planner with Valley Planning Consultants, assisted the contract city planner with zoning and parcel research, and prepared CEQA Initial Studies and current planning staff reports.

Well No. 17 Project IS/MND, Winton Water & Sanitary District – Merced County, CA. *Project Manager/ Researcher/Writer.*

Managed technical subconsultants; researched and prepared non-specialist assessment narratives, synthesized all analysis sections into seamless report; managed the environmental review process and prepared all support documentation

Runway Safety Area Improvements Project Revised Final EIR, Monterey Peninsula Airport District – Monterey, CA. *Planning Manager.*

As airport staff, assisted legal team in the review, modification, and preparation of a court-directed revised Final EIR, while maintaining consistency with an FAA-approved NEPA EA on the same project. Project is approved and currently under construction.

Meadowlands Annexation EIR – City of Los Banos, CA. *Project Manager/Researcher/Writer.*

Managed technical subconsultants; researched and prepared non-specialist assessment narratives, synthesized all analysis sections into seamless report; managed the environmental review process and prepared all support documentation.

Merced County Planning & Community Development Department – Merced County, CA. *Deputy Director.*

Directed assignment of incoming planning applications and of professional planning staff, mentored employees resulting in commitment to mission and a positive work environment. Developed and/or authorized CEQA determinations. Approved discretionary permits on behalf of the director. Chaired weekly interdepartmental Preliminary Application Review (PAR) meetings, gained consensus on solutions, and aggressively and set deadlines to bring land use applications to decision.



Spencer A. Supinger, PE

Senior Associate Engineer/Project Manager

AREAS OF EXPERTISE

- ◆ Water, Sewer, & Storm Drainage Systems
- ◆ Land Development

EDUCATION

- ◆ BS, Civil Engineering, Brigham Young University, Provo, 2005

REGISTRATIONS / CERTIFICATIONS

- ◆ Registered Civil Engineer, State of California, No. 75909
- ◆ Envision Sustainability Professional, ENV SP
- ◆ Institute for Sustainable Infrastructure (ISI) Approved Trainer

PROFESSIONAL ORGANIZATIONS

- ◆ Member, American Society of Civil Engineers (ASCE)

CONTINUING EDUCATION

- ◆ Pump System Design
- ◆ Sustainable Infrastructure
- ◆ ADA Laws and Regulations
- ◆ Fundamentals of Professional Practice

PUBLICATIONS / INSTRUCTION

- ◆ Institute for Sustainable Infrastructure (ISI) Approved Trainer for ENV SP Accreditation Workshops

Mr. Supinger is a registered civil engineer and project manager with over 10 years of experience. He is an Envision Sustainability Professional (ENV SP) and one of only 12 Institute of Sustainable Infrastructure (ISI) approved trainers in California for the Envision rating system. He has extensive experience using AutoCAD, WaterCAD, FlowMaster, and Visual Basic to perform engineering calculations, and to simulate water, sewer and storm drainage systems. He has performed engineering services and system studies for a variety of water, sewer, and storm drain projects for communities throughout the Central Valley. His studies have supported fee ordinances, master plans, engineers' reports, and water assessment reports, in addition to grant applications. Mr. Supinger's recent projects include site development for Grove Estates Minor subdivision, Merced County Animal Control Facility, Castle Airport Passenger Terminal, Livingston Commons commercial development and numerous other projects, for which his work was used in the development of water, sewer and storm drainage infrastructure necessary to support the new facilities.

PROJECT EXPERIENCE

Atwater High School Storm Drain Pump Station, Merced Union High School District – Atwater, CA. *Design Engineer.*

Performed engineering design services and bidding and construction management services for the construction of a new storm drain pump station at the Atwater High School campus. Scope also included coordination with the survey crew for topographic survey and staking during construction. Project involved the design of a new pump station and connections to existing storm drain lines to allow the new pump station to pump out to the existing storm drain basin on campus.

Merced High School Quad and Landscape Improvement Project, Merced Union High School District – Merced, CA. *Design Engineer.*

Performed engineering design services and bidding and construction management services for the improvements to the Merced High School quad and surrounding areas. Project included improvements to the existing storm drain and irrigation systems, new concrete, asphalt, brick benches, and other landscape elements.

Parsons Avenue Extension – City of Merced, CA. *Design Engineer.*

Provided engineering design services for the extension of Parsons Avenue through an undeveloped area in the City of Merced. Project included street and sidewalk improvements, new storm drainage facilities, fire hydrants, landscaping, and ADA handicap access.

Water System Improvement Project, Hilmar County Water District – Hilmar, CA. *Project Engineer.*

Prepared Preliminary Engineering Report and Environmental Report (NEPA) and performed engineering design services for this project which includes the construction of a new well, a one-million gallon water storage tank, pump station, and other site improvements. Construction is expected to begin in 2014. This project will allow the District to meet state arsenic requirements by blending its well waters at a central location before distribution to the community. Assisted



the District in developing the funding package for a low interest loan from USDA. Developed and presented the new rate structure to the community to support the loan repayment requirements.

Monterey Park Tract Water Meter Project, Monterey Park Tract Community Services District – Merced County, CA. *Project Engineer/Project Manager.*

Provided engineering design and project management services for the installation of water meters throughout a small disadvantaged community. The project was funded through a grant obtained by the District from California DWR (Prop 50).

McNamara Park Renovations, City of Merced – Merced, CA. *Design Engineer.*

Provided engineering design services related to the park renovations including the restrooms, playground equipment, grading and drainage, storm water collection and pump system, Coordinated with the City before and during design to ensure their goals for the renovations were met. Also coordinated with the City regarding the connections to existing water and sanitary sewer systems. Provided construction observation services and correspondence with the contractors during construction.

Buhach Colony High School Baseball Area Renovations, Merced Union High School District – Atwater, CA. *Design Engineer.*

Performed engineering design and construction management services for the improvements near the baseball diamond backstops. Improvements include new wooden backstops, modifications to existing chain-link fencing, new drainage facilities and changes to the existing landscaped areas and concrete pavement to improve accessibility of spectators.

Preliminary Engineering Report, Planada Community Services District – Merced County, CA. *Project Engineer.*

Prepared the Preliminary Engineering Report as part of the application process to USDA to obtain grant/loan funds. Project will consist of installing new water meters throughout the community.

Los Banos Migrant Center New Water Line Project, Housing Authority of the County of Merced – Los Banos, CA. *Project Engineer/Project Manager.*

Assisted the Housing Authority in the application process to secure grant funds from CDPH (Prop 84) for the construction, engineering and legal costs of the project. Provided engineering design and project management services for the project, which included the construction of a new 12" water line extending approximately one mile from the existing City water system to the existing Migrant Center. Assisted the Housing Authority in receiving the grant funds by completing the required documents to submit for reimbursement and close-out of the project.



Curtis Uptain

Principal Biologist

AREAS OF EXPERTISE

- ◆ Endangered Species Surveys and Research
- ◆ Environmental / Biological Documentation
- ◆ State and Federal ESA Consultations
- ◆ Restoration of Arid Lands
- ◆ Wetlands Delineations

EDUCATION

- ◆ MA, Zoology, California State University, Fresno, 1983
- ◆ BA, Biological Sciences, California State University, Fresno, 1978

REGISTRATIONS / CERTIFICATIONS

- ◆ ESA Section 10a(1a) recovery permit for capturing and handling federally threatened and endangered species, 2007, 201, and 2016. Valid through 2020.
- ◆ California State MOU to capture and handle state threatened and endangered species, 2007, 2012, and 2015. Valid through 2018.
- ◆ California State Scientific Collecting Permit # SCP-2797. Valid through 2018.
- ◆ Certified in fairy shrimp identification, USFWS, 2001, 2006, and 2011.
- ◆ Certified Associate Wildlife Biologist, Wildlife Society, 1983
- ◆ Certified in Habitat Evaluation Procedures, USFWS, 1986
- ◆ Certified instructor – Human Impact Evaluation Procedures for the Mohave Ground Squirrel, California Department of Fish and Wildlife, 1992
- ◆ NEPA workshop, UC Davis, 1998
- ◆ CEQA workshop, UC Davis, 1999

THREATENED AND ENDANGERED SPECIES PERMITS

- ◆ Listed fairy shrimp and tadpole shrimp
- ◆ California tiger salamander
- ◆ California red-legged frog
- ◆ Giant kangaroo rat
- ◆ Fresno kangaroo rat

Mr. Uptain has specialized in conducting biological resource inventories and studies in the southwestern United States for more than 25 years, with a focus on federally- and state-listed endangered species of the San Joaquin Valley and Mojave Desert. Mr. Uptain has more than five years of experience with restoration of arid lands. Mr. Uptain has been involved in a wide variety of projects that include housing and urban development, transportation, pipelines and transmission lines, cogeneration plants, solar and geothermal, mining and waste treatment, and restoration and management of retired farmlands. Mr. Uptain has documented the results of research, surveys, and biological analyses in various types of technical reports and CEQA and NEPA documents and has prepared Incidental Take Permit applications, Mitigation and Monitoring Plans, and Habitat Conservation Plans.

Mr. Uptain currently holds federal and State permits to trap and handle many threatened and endangered species of the San Joaquin Valley and Mojave Desert.

PROJECT EXPERIENCE

Solari Sand and Gravel Project, Granite Construction Company, Kern County, CA. *Principal Biologist.*

As Principal biologist for the project, oversaw and led surveys for sensitive natural communities, special-status plants and wildlife, and wetlands and waters. Oversaw protocol blunt-nosed leopard lizard surveys over the 580-acre project site and the delineation of waters of the State for approximately four miles of surface water features. Peer reviewed a Lake and Streambed Alteration Agreement Notification, and revegetation plan and consulted with California Department of Fish and Wildlife on Section 1600 permitting.

Arvin Quarry, Revegetation Plan, Granite Construction Company – Kern County, CA. *Principal Biologist.*

As Principal Biologist, oversaw the preparation of a revision to the plan and developed a monitoring plan to meet requirements of SMARA and Kern County. Evaluated test-plot studies to determine the best treatment methods to use for revegetation, performed revegetation work and conducted monitoring of revegetation success. Thirty-two plant species were identified on the project site and 10 plant species were used for revegetation.

Walker Mine Sand and Gravel Project, Zumwalt Engineering, Kings County, CA. *Principal Biologist.*

Worked with the Office of Surface Mining and Reclamation, CDFW, the Kings County Mosquito Abatement District, and Kings County to develop a reclamation plan for closure of a sand and gravel operation in Kings County that meets SMARA standards and addressed the needs of all other regulatory entities.

Shumake Mine Expansion Project, McClenahan and Hopkins – Kern County, CA. *Senior Biologist.*

Responsible for performing the habitat evaluation and relative abundance study of Mohave ground squirrels for a mine expansion.

Queenstake Mine Project, McClenahan and Hopkins – Inyo



- ◆ Tipton kangaroo rat
- ◆ Mohave ground squirrel
- ◆ San Joaquin antelope squirrel
- ◆ Buena Vista Lake shrew

PROTOCOL-LEVEL SURVEYS

- ◆ Blunt-nosed leopard lizard Level II surveyor
- ◆ San Joaquin kit fox
- ◆ Desert kit fox
- ◆ Desert tortoise
- ◆ Swainson's hawk

PROFESSIONAL ORGANIZATIONS

- ◆ Life member of the American Society of Mammalogists
- ◆ Member of The Wildlife Society, Western Section and San Joaquin Valley Chapter. President elect, president, and past president of San Joaquin Chapter 2010, 2011, and 2012. Member of Western Section Professional Development Committee 2012.
- ◆ Member of The Ecological Society of America.
- ◆ Member of the Mojave Ground Squirrel Technical Advisory Committee, 1990's to present
- ◆ Past Member of Society for Ecological Restoration

AWARDS / RECOGNITION

- ◆ Certificate of Recognition from the United States Fish and Wildlife Service for the conservation of endangered species, 1998.

CONTINUING EDUCATION

- ◆ Tiger Salamander Larval Survey Techniques
- ◆ CEQA workshop, UC Davis Extension
- ◆ Wetlands Delineation Techniques, Wetlands Training Institute

County, CA. *Senior Biologist.*

Responsible for performing the habitat evaluations and relative abundance study of Mohave ground squirrels for a mine expansion.

Sonora Mining Corporation's Jamestown Goldmine, E. Linwood Smith and Associates – Tuolumne County, CA. *Associate Biologist.*

Performed quarterly sampling over a 5 year period for an aquatic and riparian survey of Woods Creek.

Fisheries Study, Sonora Mining Company – Jamestown, CA. *Senior Biologist.*

Conducted a five-year fisheries study and stream habitat evaluation with quarterly sampling of fish species, stream flows, benthic macroinvertebrate abundance and diversity, pool characteristics, substrate composition, and riparian habitat cover relative to impacts from a gold mining operation.

Mesquite Gold Mine Clearance surveys, Alice Karl and Associates, CA. *Associate biologist.*

Conducted approximately 40 miles of tortoise transects and conducted pre-construction clearance surveys for tortoises for the Mesquite gold mine near Brawley, California. Relocated 7 tortoises from the mine expansion area.



Jerome Keene, AICP

Senior Planner

AREAS OF EXPERTISE

- ◆ Land Use Planning
- ◆ Annexations and LAFCo
- ◆ CEQA Compliance
- ◆ Geographic Information Systems (GIS)

EDUCATION

- ◆ MS, Community Development, University of Nebraska, Lincoln (2017)
- ◆ BA, Geography, California State University, Fresno

REGISTRATIONS / CERTIFICATIONS

- ◆ Certified Planner, American Institute of Certified Planners (AICP),

PROFESSIONAL ORGANIZATIONS

- ◆ Member of Association of Environmental Professionals (AEP), Central Valley Chapter
- ◆ Member of American Planning Association

PRESENTATIONS

- ◆ San Joaquin Valley Regional Association of California Counties, 2013 Fall Conference
- ◆ Association of Environmental Professionals, Annual Conference, 2016

Mr. Keene has over ten years of planning experience. He has reviewed a number of large development projects, handling CEQA and General Plan compliance. Mr. Keene has also processed annexation requests and wrote and reviewed Municipal Service Reviews for a number of cities and special districts. He is proficient in the use of GIS and has provided services for public agencies that include map creation, data collection, geoprocessing and geodatabases.

PROJECT EXPERIENCE

Community Development Support, Community Development Department – City of Delano, CA. Senior Planner/Interim Community Development Director.

Contracted with the City of Delano to provide services as the Interim Community Development Director. Supervised departmental activities such as processing of building permits, entitlements, ordinance preparation, and peer review and management of environmental documents as well as providing guidance and technical expertise related to long-range and current planning issues. Represented the Community Development Department at public meetings and developer initiated meetings to discuss various planning related issues.

Contract Planning Services – Sanger, CA. Senior Planner/Contract City Planner.

Provided on-site contract planning services to the City of Sanger. Reviewed preliminary plans and site plans. Prepared Directors Review Permits, staff reports, conditions of approval and other documents for proposed construction, remodeling, and other projects. Conducted research requests. Assisted public at the counter and telephone with inquiries from applications to zone change requests.

Hanford General Plan Update (EIR, Background Report, Zoning Ordinance Update) – City of Hanford, CA. Senior Planner.

Provided support and extensive research for use in drafting various sections of the Background Report, EIR and Zoning Ordinance Update as well as aided in analysis of land uses and graphics through utilization of GIS.

Visalia Zoning and Subdivision Ordinances Update – City of Visalia, CA. Senior Planner.

Provided support, extensive research, and conducted public workshops and stakeholder sessions for use in drafting sections of the Zoning and Subdivision Ordinances Update as well as aided in analysis of land uses and graphics through utilization of GIS.

Kaweah Delta Hospital District Emergency Room Expansion Initial Study and Mitigated Negative Declaration – Kaweah Delta Hospital District, Visalia, CA. Senior Planner.

Aided in the preparation through technical writing of various sections and preparation of GIS exhibits for the Initial Study/Mitigated Negative Declaration for the proposed emergency room expansion of the Kaweah Delta Hospital District campus, located in downtown Visalia.

CaliCheese Environmental Impact Report – City of Tulare, CA. Senior Planner.

Aided in the management, preparation of various technical sections, and creation of GIS exhibits for the Environmental Impact Report for the proposed cheese processing facility project within the City of Tulare.

Madera County Regional Transportation Plan and Sustainable Communities Strategies Environmental Impact Report – Madera County Transportation Commission, Madera County, CA. Senior Planner.

Aided in the preparation of the Biological and Cultural sections of the Environmental Impact Report of the Regional Transportation Plan for Madera County.

Tulare County Animal Confinement Facilities Plan and Dairy and Feedlot Climate Action Plan Draft Program Environmental Impact Report – County of Tulare, CA. Senior Planner.

Aided in the preparation of various technical sections of the Draft Program Environmental Impact Report of the Animal Confinement Facilities Plan for the County of Tulare that would revise the way dairies are regulated by the County of Tulare.

Madera County Planning Department – Madera County, CA. Planner III.

Originally started as a Planning Technician and was promoted to Planner I (2008), Planner II (2009) and Planner III (2010). Duties included:

- ◆ Writing staff reports and board letters pertaining to development projects, drafting of ordinances presenting development projects to the Planning Commission and Board of Supervisors during public hearings.
- ◆ Preparation of environmental documents in compliance with CEQA guidelines. Processing of land use entitlement (use permits, rezonings, general plan amendments).
- ◆ Public presentations.
- ◆ Creation of GIS maps for public distribution as well as the creation of GIS layers, maps, geography based analyses, 3-D creation and various tasks that help in department projects and land use decisions.
- ◆ Member of the GIS Implementation Team
- ◆ Counter work with general public.
- ◆ Approval of business licenses and building permits.
- ◆ Updating the department web-page with policy documents, meeting agenda or minutes, and helping in creating new department pages when needed.
- ◆ Acting Zoning Administrator.
- ◆ Williamson Act support.
- ◆ 2010 Census Bureau contact for the department.
- ◆ Primary contact for Supervisorial Redistricting.
- ◆ GIS Implementation team and currently in charge of developing enterprise geodatabase and server configuration.



Daniel Garver, LLA

Landscape Architect

AREAS OF EXPERTISE

- ◆ Site Design
- ◆ Urban Design
- ◆ Subdivision Site Design
- ◆ Institutional Site Design
- ◆ Commercial Development Site Design
- ◆ Landscape Architecture

EDUCATION

- ◆ AA, Liberal Studies, College of the Sequoias, Visalia,

REGISTRATIONS / CERTIFICATIONS

- ◆ Licensed Landscape Architect, State of California, No. 4178

PROFESSIONAL ORGANIZATIONS

- ◆ Member, American Society of Landscape Architects (ASLA)

AWARDS / RECOGNITION

- ◆ California Parks and Recreation Society, District 7, 2004 Outstanding Facility Award
- ◆ Tree Fresno, 2010 Cityscape Award, 1st Prize for Special Projects
- ◆ APWA 2014 Recreation Project of the Year, under \$5 million
- ◆ 2014 TCAG 4th Annual Local Motion Award for Bike/Pedestrian Projects, Woodlake Downtown Enhancement Project Phases 1-4
- ◆ APWA Central California Chapter 2013 Project of the Year – Large for Mountain Road 319 Bridge Replacement
- ◆ Tree Fresno, 2015 Award, for Fallen Heroes Park
- ◆ APWA 2015 Project of the Year – Small Cities/Rural Communities, for Fallen Heroes Park
- ◆ APWA 2015 Project of the Year – Project less than \$5 Million, for McNamara Park

CONTINUING EDUCATION

Mr. Garver has 25 years of experience in landscape and amenity design, ranging from large institutional facilities (educational, outdoor recreational, office/retail) to residential subdivisions and small single-family residences. His innovative designs include school sites, medical facilities, police and fire facilities, streetscapes, bicycle and pedestrian paths, private country clubs and fitness centers, as well as professional buildings throughout the Central Valley. Mr. Garver's expertise is accented by his ability to reach design consensus with a variety of clientele from individual property.

PROJECT EXPERIENCE

Landscape and Irrigation Plan Check – City of Farmersville, CA. Landscape Architect.

Provided Plan Checking services for the City of Farmersville on projects submitted that contained landscape and irrigation plans. Checked plans for conformance with City ordinance and MWEL0.

Landscape and Irrigation Plan Check – City of Lemoore, CA. Landscape Architect.

Provided Plan Checking services for the City of Lemoore on projects submitted that contained landscape and irrigation plans. Checked plans for conformance with City ordinance and MWEL0.

Landscape and Irrigation Plan Check – City of Delano, CA. Landscape Architect.

Provided Plan Checking services for the City of Delano on projects submitted that contained landscape and irrigation plans. Checked plans for conformance with City ordinance and MWEL0.

Landscape and Irrigation Plan Check – City of Woodlake, CA. Landscape Architect.

Provided Plan Checking services for the City of Woodlake on projects submitted that contained landscape and irrigation plans. Checked plans for conformance with City ordinance and MWEL0.

Mountain Road 319 Bridge Replacement, County of Tulare – Three Rivers, CA. Landscape Architect.

Provided a revegetation plan for the areas disturbed during the construction of a new two lane bridge that replaced an existing single lane bridge. The areas included a temporary road for access while the new bridge was constructed. The plan included appropriate trees, shrubs and groundcover that will need only temporary supplemental irrigation until established, and provide erosion control on the banks. *Awarded APWA Central California Chapter 2013 Project of the Year - Large.*

New Lindsay High School Campus, Douglas K. Janzen Architects – Lindsay, CA. Landscape Architect.

Provided landscape and irrigation design for a new High School campus, which included streetscapes along two road frontages, parking lots, a circular drop-off area, a bus drop-off zone, and building frontages from the main road to the fences. Landscaped the amphitheater off the Multi-Purpose building. Provided riparian



- ◆ PSMJ Project Management Bootcamp
- ◆ PSMJ A/E/C Business Development for Principals and Project Managers
- ◆ ASCE Low Impact Development Applications for Water Resource Management
- ◆ Model Water Efficient Landscape Ordinance (MWELO)

CIVIC GROUPS

- ◆ Board Member Exeter Little League 2006, Vice President
- ◆ Board Member Exeter Little League 2007, Field Maintenance Supervisor

landscape and irrigation design for the relocation of an existing creek to establish vegetation along the creek banks.

Woodlake Transit Center – City of Woodlake, CA. *Landscape Architect.*

Provided landscape and irrigation design for the new Transit Center. The plan included landscaped bulb-out planters for traffic calming, raised planter, parking lot plantings with shade trees, planters at pedestrian crossing providing a visual separation and a shaded lawn area for added waiting area. Assist the City with construction administration and inspections of the landscape and irrigation.

Woodlake Downtown Enhancement Project Phases 1-4 – City of Woodlake, CA. *Landscape Architect.*

Provided landscape and irrigation design for the new Downtown Enhancements. The plan included landscaped bulb-out planters for traffic calming, trees in tree wells, colored concrete walks, Brick paver cross-walks, benches, new decorative lighting, Round-about at the intersection of two State Highways. This project was recently awarded 2014 TCAG 4th Annual Local Motion Award for Bike/Pedestrian Projects. Assist the City with construction administration and inspections of the landscape and irrigation.

Woodlake Roundabout Project – City of Woodlake, CA. *Landscape Architect.*

Provided landscape and irrigation design for the new Roundabout at the intersection of two State Highways (SR216 and SR245) in downtown Woodlake. The project included planting designs, irrigation to sustain the plant material, colored concrete walks, brick paver cross-walks and decorative lighting. The project also connects with the Bravo Lake Botanical Garden with a pathway.



Tyler A. Schade

Associate Biologist

AREAS OF EXPERTISE

- ◆ CEQA Biological Assessment and Reporting
- ◆ Watershed Management
- ◆ Water Quality Monitoring
- ◆ Waters of the U.S. delineations
- ◆ 1600, 404, 401 Permitting
- ◆ ArcGIS Analysis and Map Preparation

EDUCATION

- ◆ BS, Environmental Science, Oregon State University
- ◆ MA, Liberal Arts, California State University, Sacramento
- ◆ BA, English, California State University, Sacramento

REGISTRATIONS / CERTIFICATIONS

- ◆ 38 Hour USACE Wetland Delineation Certification, No. 6730

PROFESSIONAL ORGANIZATIONS

- ◆ Member, California Native Plant Society, El Dorado Chapter
- ◆ Member, The Wildlife Society, Western Section

AWARDS / RECOGNITION

- ◆ Travel Grant to present essay at pre-Commencement at Oregon State University, 17th of June, 2012
- ◆ AmeriCorps member, 2011

CONTINUING EDUCATION

- ◆ California Anostraca and Notostraca (fairy shrimp) identification class
- ◆ Cavity Nesters of the Sierra Nevada, PRBO
- ◆ Native Plants of Sierra Nevada Foothills, CNPS and American River Conservancy
- ◆ USACE Wetland delineation training with Richard Chinn Environmental Training, Inc.

Mr. Schade has seven years experience as a biologist in the private consulting, non-profit, and government sectors surveying natural resources throughout Northern and Central California. His experience includes conducting protocol wildlife surveys, delineating wetlands and Waters of the U.S. monitoring water quality for regulatory compliance, preparing CEQA-level Biological Assessments, wetland delineations, and preparing Section 1600, 404, and 401 permit applications. Mr. Schade also spent three years working in environmental education and in trail design, construction, and maintenance. He also has a working knowledge of GIS map preparation and analyses using current ArcGIS applications.

PROJECT EXPERIENCE

Revegetation Plan, Granite Construction – Arvin, CA. Associate Biologist.

Prepared a Revegetation Plan for the 189-acre Arvin Quarry in accordance with the Surface Mining and Reclamation Act (SMARA) and Office of Mine Reclamation in support of the Reclamation Plan for the mine.

Oil Field Water Reuse Project, Kern-Tulare Water District – Kern County, CA. Associate Biologist.

Conducted USACE-protocol Waters of the U.S. delineation on 154-acres for a proposed pipeline and reservoirs. Mapped all water features. Prepared waters delineation report, including GIS spatial analysis and map report preparation.

Sierra College Facilities Master Plan, Sierra Joint Community College District – Rocklin, CA. Assistant Biologist.

Conducted CEQA-level reconnaissance survey for the update of a facilities master plan. Surveyed site for biological resources, including special-status species such as valley elderberry longhorn beetle, Swainson's hawk, nesting birds, wetlands, and other waters. Mapped all wetlands and waters within the project site. Prepared Biological Section of DEIR and environmental figures for the DEIR using ArcGIS.

Shanghai Bend, Department of Fish and Wildlife – Yuba City, CA. Researcher/ Planner.

Conducted CNDDB and USFWS database search, assisted in trail planning, exhibit planning and development, and wildlife surveys for Swainson's hawk and valley elderberry longhorn beetle. Worked with CDFW wildlife biologists to update wildlife management plan for site.

American River Conservancy (ARC) Farm Conservation Plan, American River Conservancy – Placerville, CA. Planner.

Developed a Farm Conservation Plan for a 272-acre ranch owned by a non-profit organization planning to farm the ranch, perform restoration work, and educate the public in small-farm operations. Conducted surveys for wildlife, vegetation, and topographic features. In accordance with NRCS guidelines recommended conservation practices and government assistance programs.

Moody Slough Corrective Action Plan – Winters, CA. Biological Monitor.



- ◆ Selected Invasive Weeds of the Central Sierra Nevada, UC Cooperative Extension
- ◆ Beneficial Plants And Insects, UC Cooperative Extension

Prepared Corrective Action Plan with long-term monitoring plan and restoration activities, which was subsequently approved by California Department of Fish and Wildlife. Conducted baseline monitoring of site, including vegetation monitoring, benthic macroinvertebrate surveys, sedimentation assessment, water quality, and riparian health.

Sprinkbok I Solar Site, Private Solar Client – Cantil, CA. *Assistant Biologist.*

Conducted mapping of wetlands and other waters in the Mojave Desert using a Trimble GeoXH GPS unit for sub-meter accuracy. Prepared 1600 and 401 permit applications, and waters jurisdiction determination for USACE

Aspen Fales Project, Caltrans – Bridgeport, CA. *Assistant Biologist.*

Conducted wetland delineations along 3.1 miles of highway in Mono County and mapped all potential wetland features. Prepared delineation report for submittal to USACE for jurisdictional determination.

Transmission Line Expansion Project – City of Visalia, CA. *Biological Monitor.*

Provided monitoring and survey services during transmission line work for major utility company on 23-mile long transmission line corridor. Habitat included sensitive species such as burrowing owls, upland California tiger salamander, San Joaquin kit fox, and spiny-sealed button celery.

Cross Valley Loop, Public Utility Company – Visalia, CA. *Assistant Biologist.*

Prepared Elderberry Restoration Plan according to USFWS guidelines, including appropriate surveys, transplants, and reporting methodology. Report included USFWS mitigation measures adapted for project.

Rio Mesa 7, Rio Mesa 7, LLC – Madera, CA. *Assistant Biologist.*

Conducted biological evaluation and wetland delineation at project site along the San Joaquin River. Surveyed and mapped the site for biological resources, including potential occurrence by California tiger salamander, fairy shrimp, San Joaquin kit fox, burrowing owl, and nesting birds. Identified potential special-status species, and conducted wetland delineation. Prepared biological evaluation report, and wetland report for submittal to USACE for jurisdictional determination. Also coordinated and attended site verification visit with USACE.



Jaymie L. Brauer

Senior Planner

AREAS OF EXPERTISE

- ◆ Environmental Planning
- ◆ Land Use/Permitting
- ◆ CEQA/NEPA Compliance
- ◆ Agency Coordination

EDUCATION

- ◆ MA, Anthropology (Zoology minor), University of Texas, Austin. 1985
- ◆ BA, Anthropology (English/Biology minors), Purdue University, West Lafayette, Indiana (with Honors) 1981

PROFESSIONAL ORGANIZATIONS

- ◆ Member, Association of Environmental Professionals (AEP)

Ms. Brauer currently serves as a Senior Planner with QK following a position as a senior level Planner with the Kern County Planning and Community Development Department, which she held for almost seven years. Ms. Brauer has over 9 years of experience with CEQA compliance, and manages environmental documentation efforts for public agencies and private interests. She has worked as a Project Manager and lead author on a number of large, complex projects involving the preparation of CEQA documents such as Environmental Impact Reports (EIR), Addendum EIRs, and Mitigated Negative Declarations (MND). Her specialty expertise includes waste recycling/landfill project, renewable energy, municipal infrastructure, transportation and located in the Central Valley counties. She has also worked on NEPA documents such as Environmental Impact Statements (EIS) and Environmental Assessments (EA). Key tasks and responsibilities included project management and supervision of technical experts and consultants, as well as preparation of environmental documents, and development of mitigation measure monitoring and compliance.

Ms. Brauer has prepared numerous CEQA compliance and California Department of Education (CDE) SFPD4.02 and 4.03 School Siting documents for school construction projects in Kern County, including Bakersfield, McKittrick and Lamont.

Ms. Brauer is currently working with the City of Corcoran providing CEQA and environmental compliance support and assessment for that portion of the High Speed Rail project.

Ms. Brauer has prepared numerous CEQA/NEPA compliance documents for highway and infrastructure improvement projects in Kern County, including Arvin, Bakersfield, Ridgecrest and Wasco. Ms. Brauer performs qualitative and quantitative analyses, technical review of EIRs, reports and studies, prepare reports and presentation of project analysis to decision-makers. Ms. Brauer advocates on behalf of his clients and has worked closely with consultants, responsible and trustee agencies, and County Departments to facilitate the successful completion of projects. She has also conducted staff training on EIR processing, CEQA, etc.

Ms. Brauer's diverse professional experience and education has provided her with considerable knowledge of cultural, biological, utility, hazards and environmental compliance issues.

PROJECT EXPERIENCE

H.M Holloway Class III Non-Hazardous Waste Landfill – Kern County, CA. Senior Planner/Lead Author.

Responsible for preparation of the Joint Technical Document and Solid Waste Facility Permit required by the Kern County Local Enforcement Agency/Kern County Health Department, as well as technical assistance and coordination with Kern County Planning and Community Development Department for modified entitlements and subsequent CEQA documents required for expansion of the facility.

Granite Construction Solari Sand and Gravel Quarry – Kern



County, CA. Senior Planner.

QK has performed land survey, biological reconnaissance and focused surveys, on-going biological monitoring, and water quality permitting for the 703-acre surface aggregate mine. The quarry required a conditional use permit (CUP) from the County for the development of a surface mining and reclamation plan in accordance with the Surface Mining and Reclamation Act (SMARA) of 1975.

Infigen Energy USA Utility Scale Solar Projects – Kern County, CA. Senior Planner.

Providing ongoing land use and permitting services to the client. Responsibilities include: drafting addendum EIR for the County of Kern supervising technical staff, reviewing technical reports, drafting EIR sections, reviewing all EIR sections as well as Findings, Statement of Overriding Consideration and Mitigation Measures. Oversees the implementation of mitigation monitoring and compliance activities.

WKE, Inc: Manor Street Bridge Seismic Retrofit Project– Kern County, CA. Project Manager/Senior Planner.

Manages staffing, financial and budget oversight, provides QA/QC and environmental document preparation for services supporting the structural improvements and expansion of the City of Bakersfield's Manor Street Bridge. Services ensure compliance with CEQA, NEPA, and regulatory agencies (permitting), as well as requirements of Caltrans as stated in the Local Assistance Procedures Manual.

Various Environmental Impact Report Projects, Kern County Planning and Community Development Department – Bakersfield, CA. Project Manager/Senior Planner.

Served as Project Manager and County Staff Planner for the following approved EIR projects:

- Liberty V Biofuel Energy Center: 162 ac waste-to-energy gasification plant
- McKittrick Class II Landfill Expansion: 90 acres non-hazardous waste landfill expansion

Kern County (Taft) Municipal Landfill Expansion Project: expansion of Class III landfill.



Kimber Gutierrez

Assistant Planner

AREAS OF EXPERTISE

- ◆ Environmental Planning
- ◆ Public Outreach
- ◆ Urban Design

EDUCATION

- ◆ BS, City and Regional Planning, California Polytechnic State University, San Luis Obispo, 2014

Kimber Gutierrez joined QK in 2014 shortly after graduating from Cal Poly San Luis Obispo with a degree in City and Regional Planning. She has accumulated approximately 3 years of experience in both private and public planning environments. During her time at Cal Poly her coursework included four intense design studios, which included large public outreach, design, and writing components.

Her work at QK has consisted of assisting with the preparation of environmental documentation in compliance with CEQA including Initial Studies, Mitigated Negative Declarations, Environmental Impact Reports and Mitigation Monitoring and Reporting Plans. In addition to planning work, Ms. Gutierrez has also been working across departments in order to accomplish various assignments.

PROJECT EXPERIENCE

Cooper Clay Field Reclamation Plan – Tuolumne County, CA. Assistant Planner.

Assisted in updating and compiling a Reclamation Plan for Mining Operation for Cooper Clay Field at V.A. Rodden Ranch in Tuolumne County.

Oil Field Reuse Project, Kern-Tulare Water District EIR – Kern County, CA. Assistant Planner.

Assisted with the preparation of the project's Environmental Impact Report for the Kern-Tulare Water District. Conducted background and regulatory research for various sections within the document. In charge of compiling and posted the Draft and Final EIR for the public review period.

Arsenic Mitigation Project, Greenfield County Water District – Kern County, CA. Assistant Planner.

Prepared the Initial Study and Mitigated Negative Declaration for the District's arsenic removal project for use by the CA Department of Public Health and State Water Resources Control Board.

McKittrick Elementary School Project, McKittrick School District – McKittrick, CA. Assistant Planner.

Assisted with the writing of the Initial Study and Mitigated Negative Declaration for a new school site. Assuring that all necessary findings were in accordance with CEQA and the California Department of Education, School Siting criteria.

Fatal Flaws/Critical Issue Analysis Report, Lend Lease Energy Development LLC – Kern and Kings County, CA. Assistant Planner.

Assisted with the preparation of Fatal Flaws/Critical Issue Analysis for a potential solar site in Kings County and two potential solar sites in Kern County. Conducted research on applicable standards and existing site conditions to adequately determine the suitability of the site's characteristics for solar development.

City of Hanford General Plan EIR – Hanford, CA. Assistant Planner.

Wrote the Executive Summary and Land Use sections of the Environmental Impact Report for the City of Hanford's General Plan.

In charge of compiling the Draft EIR for public review period.

Highgate Elementary School Project, Panama-Buena Vista School District – Bakersfield, CA. Assistant Planner.

Assisting with the writing of the Initial Study and Mitigated Negative Declaration for a new school site. Assuring that all necessary findings were in accordance with CEQA and the California Department of Education, School Siting criteria.

Franklin Street Reconstruction and Rehabilitation Project – Arvin, CA. Assistant Planner.

Prepared a Notice of Exemption and Caltran's Preliminary Environmental Study for a City of Arvin roadway project funded by the Federal State Transportation Improvement Program.

Redwood 4 Solar Farm Addendum Agricultural Conversion Study and Addendum Hydrology Study, 54KR 8ME, LLC – Kern County, CA. Assistant Planner.

Assisted with the preparation of the Agricultural Conversion and Hydrology Study for the proposed solar site. Conducted research on applicable standards and existing conditions.

Pioneer Green Solar Project, Pioneer Green Solar II, LLC – Kern County, CA. Assistant Planner.

Compiled and updated the Mitigation Monitoring and Reporting Plan for three solar sites by assisting with obtaining compliance documentation for mitigation measures.

2015 Urban Water Management Plans – Various Locations. Assistant Planner.

Assisting with the preparation of 2015 Urban Water Management Plans for three water entities. Collaborating with water provider to accurately portray the existing service area's water usage/facilities and adequately planning for the service area's future growth in regards to water supply.

Kern County Justice Facility Project, – Kern County, CA. Assistant Planner.

Compiled the Mitigation Monitoring and Reporting Plan by assisting with obtaining compliance documentation for mitigation measures. Also, assisted with drafting exhibits, sections, and elevations of prison design.

Amtrak Solar Project, City of Bakersfield Public Works – Bakersfield, CA. Assistant Planner.

Drafted exhibits, sections, and elevations of Amtrak solar panel design.

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 01/18/2017

From: Judy Dias, Human Resources Director
(Department Head - please type)

misc.

| |
|--|
| <input type="radio"/> Regular Agenda <input checked="" type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: <u>01/24/2017</u> |
|--|

Department Head Signature Judy Dias

Agenda Title: Add Public Health Director to Mid Management Resolution and Master Salary Schedule

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 Position is adopted in the 2016-2017 Budget; Appoint Connie Vaccarezza to position, retroactive to 7/1/16 (see attached memo dated 1/18/17)

Recommendation/Requested Action:
Approve

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)
Human Resources, Auditor - Tacy Rouen, Budget Analyst- Karen Scaccianoce

FOR CLERK USE ONLY

Meeting Date 1-24-17 Time 9am. Item # 70

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
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

January 18, 2017

From: Judy Dias, Human Resources Director

Subject: Agenda item for 1/25/17 agenda: Public Health Director

This memo and the attached documents request that: 1) the current classification of Public Health Director be again allocated to the Mid-Management Salary Resolution, and to the County's Master Salary Schedule, at the salary of \$8506/month. 2) it is further requested that Connie Vaccarezza, Public Health Nursing Supervisor, be appointed by reclassification to this position, retroactive to July 1, 2016.

This classification was first established in 2007. The classification remained in the system, but the position was unfunded in budget reductions several years later, upon the retirement of the previous incumbent in 2010. At that time, duties were spread to the two Public Health Nursing Supervisors; at the subsequent retirement of one Nursing Supervisor, the management and supervision of all staff and oversight of programs devolved to one Public Health Nursing Supervisor. Due to continuing serious staffing difficulties in Public Health, the utilization of this class will be of significant assistance in managing and addressing recruitment issues, as well as managing the Public Health Division and operating mandated funded programs. This action will put the County in compliance with Title 17, Section 13091 of the California Code of Regulations which mandates that 'public health nursing staff will be under the supervision of a Director of Public Health Nursing'. Recognizing the ongoing need for a management focus and voice in Public Health programs and nursing operations, the position was approved and is currently funded in the 2016-17 County Budget. This requested action is in accordance with that published approved budget.

The recommended salary of \$8506 per month reflects the previous salary structure from prior years, which had been set at approximately 6% below the salary of other mid-level Department Directors; it is also consistent with the salaries for similar functions in nearby Counties. After the appointment requested is made for the position, it is anticipated that the Public Health Nursing Supervisor will not be funded in the 2016-17 budget; that position is not funded for the duration of the current budget, and also is not anticipated to be requested for funding in the 2017-18 budget cycle.

The consequence of approving these requested actions will be to implement the approved budgetary and organizational plans for Public Health Nursing. If not approved, it will not be possible to implement the approved budget plans and organizational focus in this area.

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

IN THE MATTER OF:

| | |
|------------------------------|-------------------------|
| RESOLUTION REGARDING |) RESOLUTION NO. 17-xxx |
| SALARIES AND FRINGE BENEFITS |) |
| FOR MID-MANAGEMENT EMPLOYEES |) |

BE IT RESOLVED that this resolution is being adopted to reflect the following change:

- Establish the classification of Public Health Director

Classification and Wage Plan moved to last page and listed as Appendix A

TERMS AND CONDITIONS

1. Employees herein identified serve at the pleasure of their respective Agency/Department Head or Elected Official, with the concurrence of the CAO. However, in the event of a proposed action that could result in demotion, reduction in hours, loss of pay, or termination, the concurrence of the Board of Supervisors shall be required if either the department head or the employee requests same. Such request(s) shall be made in writing within seven (7) working days of written notice of the proposed action.
2. Personnel covered by this resolution are required to devote the appropriate amount of time at their place of work, either in the office or at other sites, necessary to complete the responsibilities and duties of their positions.
3. With the exception of the OES Coordinator, Mid-Management employees are exempt from the Fair Labor Standards Act (FLSA) as it relates to wages and overtime requirements. Exempt employees are not eligible for overtime. The OES Coordinator is covered by the FLSA as it relates to wages, overtime, record keeping, and equal pay standards.

BENEFIT PACKAGE

4. **Voluntary Reduced Work Schedule:** Effective July 1, 2015, employees have the option to continue their voluntary reduced work schedule of 156.6 hours per month, request a voluntary reduced work schedule of 156.6 hours or rescind their previous request for a voluntary reduced work schedule. Employee's seniority, benefits and leave accruals will not be affected. Employees have the option of working a 36 hour work week or a work 72 hours every two weeks (40 hours one week and 32 hours the next week). Employees who elect to take the reduced workweek do not need to submit a request each year to continue their reduced work schedule. If an employee elects to take the reduced workweek, they shall remain on the reduced workweek until the beginning of the following fiscal year. The County reserves the right to rescind the reduced workweek at any time.
5. **Retirement Program:** Employees herein shall receive the same Public Employees' Retirement System program offered to the County's General bargaining group; as such program may be amended from time to time. The Employer Paid Member Contribution (EPMC) shall be as follows:
 - A. Effective October 1, 2011, the EPMC shall be 1% for all Classic employees in this unit.
 - B. Effective January 1, 2013 all employees hired as new employees according to PERS regulations shall pay one-half of normal cost as determined by CalPERS.

- A. **Years 1-9:** For the first through the ninth continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every 130.5 hours of service, which accrual shall be credited monthly. For employees on a voluntary reduced work schedule of 156.6 hours per month, they will accrue eight (8) hours of vacation leave for every 117.45 hours of service, which accrual will be credited monthly.
- B. **Years 10 Plus:** For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every 99.43 hours of service, which accrual shall be credited monthly. For employees on a voluntary reduced work schedule of 156.6 hours per month, they will accrue eight (8) hours of vacation leave for every 89.49 hours of service, which accrual shall be credited monthly.
- C. Employees will only be allowed to carry over a two (2) year vacation accrual maximum. Accrual of vacation leave shall cease when the maximum amount of vacation leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's accrued vacation leave is below the maximum allowed accrual.
- D. An employee may elect to be paid off in cash (up to 40 hours only); provided, however, that the criteria outlined in the Amador County Policies and Procedures Manual (Policy #2-230) has been met. An employee may elect to be paid off once a year at the end of the calendar year or at the end of the fiscal year.

9. **Holiday Leave:** Mid-Management employees will receive the same paid holiday leave as the County's General bargaining group. For employees taking the voluntary reduced work schedule of 156.6 hours per month, they will be paid eight (8) hours of holiday pay. Any difference in the number of hours used on that holiday can be taken from vacation leave. If vacation leave is not available, employees will be docked the difference in pay.

10. **Professional Leave:** Mid-Management Classifications listed below shall accrue up to five (5) days of professional leave each calendar year at the rate of 8 hours of professional leave for every 417.6 hours of service, credited monthly. For employees on a voluntary reduced work schedule of 156.6 hours per month, they will accrue up to five (5) days of professional leave each calendar year at a rate of 8 hours of professional leave for every 375.84 hours of service, credited monthly, subject to the following conditions:

- A. An employee may accrue professional leave up to a maximum amount equal to twice their current annual professional accrual rate. Accrual of professional leave shall cease when the maximum amount of professional leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's accrued professional leave is below the maximum allowed accrual.
- B. Part-time employees will have the leave pro-rated based on the numbers of hours worked.
- C. If an eligible employee separates from County employment, said employee will not be paid in cash for any unused professional leave. However, if an eligible employee moves to another County employment classification which has no professional leave, said employee will be paid off in cash.
- D. An employee is required to have such leave approved by their agency/department head.

APPENDIX A
MID-MANAGEMENT UNIT CLASSIFICATION AND WAGE PLAN
2.0% INCREASE - EFFECTIVE 10/01/2016

| Classification | Monthly Salaries | Voluntary Reduction of Hours |
|--|------------------|------------------------------|
| Animal Control Director | \$7,168 | \$6,451 |
| Assistant Assessor | \$7,137 | \$6,423 |
| Assistant Auditor-Controller | \$8,081 | \$7,273 |
| Assistant County Counsel (vacant) | \$10,884 | \$9,795 |
| Behavioral Health Director | \$10,269 | \$9,242 |
| Budget Director | \$8,709 | \$7,917 |
| Chief Building Official | \$7,313 | \$6,582 |
| Chief Deputy Clerk/Recorder Local Registrar of Births & Deaths | \$8,314 | \$7,482 |
| Chief Deputy Registrar of Voters | \$6,913 | \$6,222 |
| Chief Deputy Treasurer/Tax Collector | \$6,244 | \$5,619 |
| County Librarian | \$8,095 | \$7,286 |
| County Surveyor | \$7,641 | \$6,876 |
| Deputy Director of Behavioral Health (Fiscal and Administrative Services) | \$7,763 | \$6,987 |
| Deputy Director of General Services Administration (vacant) | \$9,010 | \$8,109 |
| Deputy Director of Public Works Projects (vacant) | \$8,663 | \$7,797 |
| Deputy Director of Social Services (Finance/Facilities/Administration) (vacant) | \$7,763 | \$6,987 |
| Deputy Director of Social Services (Social Services Agency Programs) (vacant) | \$7,862 | \$7,076 |
| Director of Environmental Health | \$8,241 | \$7,417 |
| Director of Solid Waste Programs/Safety Programs (vacant) | \$8,176 | \$7,358 |
| Health Services Director (vacant) | \$9,909 | \$8,918 |
| GSA County Government Support Services Director | \$8,365 | \$7,529 |
| OES Coordinator (vacant) | \$6,016 | \$5,414 |
| Planning Director | \$9,049 | \$8,144 |
| Public Health Director | \$8,506 | \$7,656 |
| Public Works Maintenance Superintendent | \$7,584 | \$6,826 |
| Psychiatrist | \$19,878 | \$17,890 |
| Social Services Director (vacant) | \$10,269 | \$9,242 |

| Bargaining Unit Title | Bargaining Unit Code |
|------------------------------|----------------------|
| SEIU Local 1021 | 01 |
| Sheriff's Office Association | 02 |
| CAO | 03 |
| Management | 04 |
| Elected | 05 |
| SEIU Local 1021-Professional | 011 |
| Deputy District Attorney | 012 |
| Deputy Sheriff's Association | 021 |
| Sheriff's Mid Management | 022 |
| Probation | 025 |
| Confidential | 041 |
| Mid Management | 042 |

All pay is effective as of 12/01/16

All pay is hourly unless preceded by \$ sign, then it is monthly

| Range | | Classification | Step A | Step B | Step C | Step D | Step E | 10 yr | 15 yr | 20 yr | FLSA |
|-------|-----|--|----------|--------|--------|--------|--------|-------|-------|-------|------|
| N/A | 04 | *Agricultural Commissioner/Air Pollution Control Officer | \$9,411 | | | | | | | | E |
| 1667 | 01 | 4-H Program Coordinator | 21.25 | 22.31 | 23.43 | 24.60 | 25.83 | 26.48 | 27.14 | 27.82 | C |
| 1977 | 01 | Accountant I | 24.35 | 25.57 | 26.85 | 28.19 | 29.60 | 30.34 | 31.10 | 31.87 | C |
| 2220 | 01 | Accountant II | 26.78 | 28.12 | 29.52 | 31.00 | 32.55 | 33.37 | 34.20 | 35.05 | C |
| 1147 | 041 | Administrative Assistant II | 16.05 | 16.85 | 17.70 | 18.58 | 19.51 | 20.00 | 20.50 | 21.01 | C |
| 934 | 01 | Administrative Asst I | 13.92 | 14.62 | 15.35 | 16.11 | 16.92 | 17.34 | 17.78 | 18.22 | C |
| 1071 | 01 | Administrative Asst II | 15.29 | 16.05 | 16.86 | 17.70 | 18.59 | 19.05 | 19.53 | 20.01 | C |
| 1224 | 01 | Administrative Asst II-Translator | 16.82 | 17.66 | 18.54 | 19.47 | 20.44 | 20.96 | 21.48 | 22.02 | C |
| 1224 | 01 | Administrative Asst, Sr | 16.82 | 17.66 | 18.54 | 19.47 | 20.44 | 20.96 | 21.48 | 22.02 | C |
| 1850 | 01 | Administrative Legal Secretary | 23.08 | 24.23 | 25.45 | 26.72 | 28.05 | 28.76 | 29.47 | 30.21 | C |
| 1967 | 041 | Administrative Legal Secretary | 24.25 | 25.46 | 26.74 | 28.07 | 29.48 | 30.21 | 30.97 | 31.74 | C |
| 1542 | 01 | Administrative Secretary | 20.00 | 21.00 | 22.05 | 23.15 | 24.31 | 24.92 | 25.54 | 26.18 | C |
| 1666 | 01 | Administrative Supervisor | 21.24 | 22.30 | 23.42 | 24.59 | 25.82 | 26.46 | 27.12 | 27.80 | C |
| 1772 | 041 | Administrative Supervisor (SO) | 22.30 | 23.42 | 24.59 | 25.82 | 27.11 | 27.78 | 28.48 | 29.19 | C |
| 1743 | 01 | Administrative Technician | 22.01 | 23.11 | 24.27 | 25.48 | 26.75 | 27.42 | 28.11 | 28.81 | C |
| N/A | 04 | Agricultural Commissioner | \$8,470 | | | | | | | | E |
| 1566 | 01 | Agriculture & Standards Insp I | 20.24 | 21.25 | 22.31 | 23.43 | 24.60 | 25.22 | 25.85 | 26.49 | C |
| 1844 | 01 | Agriculture & Standards Insp II | 23.02 | 24.17 | 25.38 | 26.65 | 27.98 | 28.68 | 29.40 | 30.13 | C |
| 2191 | 01 | Agriculture & Standards Insp III | 26.49 | 27.81 | 29.21 | 30.67 | 32.20 | 33.00 | 33.83 | 34.67 | C |
| 1017 | 01 | Agriculture Technician | 14.75 | 15.49 | 16.26 | 17.07 | 17.93 | 18.38 | 18.84 | 19.31 | C |
| 1166 | 01 | Agriculture Technician/GIS Asst | 16.24 | 17.05 | 17.90 | 18.80 | 19.74 | 20.23 | 20.74 | 21.26 | C |
| 1844 | 01 | Air Pollution Inspector I | 23.02 | 24.17 | 25.38 | 26.65 | 27.98 | 28.68 | 29.40 | 30.13 | C |
| 2192 | 01 | Air Pollution Inspector II | 26.50 | 27.83 | 29.22 | 30.68 | 32.21 | 33.02 | 33.84 | 34.69 | C |
| 934 | 01 | Airport Assistant | 13.92 | 14.62 | 15.35 | 16.11 | 16.92 | 17.34 | 17.78 | 18.22 | C |
| 2858 | 01 | Airport Manager | 33.16 | 34.82 | 36.56 | 38.39 | 40.31 | 41.31 | 42.35 | 43.41 | E |
| 1075 | 01 | Animal Care Technician I | 15.33 | 16.10 | 16.90 | 17.75 | 18.63 | 19.10 | 19.58 | 20.07 | C |
| 1349 | 01 | Animal Care Technician II | 18.07 | 18.97 | 19.92 | 20.92 | 21.96 | 22.51 | 23.08 | 23.65 | C |
| N/A | 042 | Animal Control Director | \$7,168 | | | | | | | | E |
| 1183 | 01 | Animal Control Office Coord | 16.41 | 17.23 | 18.09 | 19.00 | 19.95 | 20.45 | 20.96 | 21.48 | C |
| 1183 | 01 | Animal Control Officer I | 16.41 | 17.23 | 18.09 | 19.00 | 19.95 | 20.45 | 20.96 | 21.48 | C |
| 1349 | 01 | Animal Control Officer II | 18.07 | 18.97 | 19.92 | 20.92 | 21.96 | 22.51 | 23.08 | 23.65 | C |
| 1620 | 01 | Animal Control Officer III | 20.78 | 21.82 | 22.91 | 24.06 | 25.26 | 25.89 | 26.54 | 27.20 | C |
| 1788 | 01 | Appraiser I | 22.46 | 23.58 | 24.76 | 26.00 | 27.30 | 27.98 | 28.68 | 29.40 | C |
| 2249 | 01 | Appraiser II | 27.07 | 28.42 | 29.84 | 31.34 | 32.90 | 33.73 | 34.57 | 35.43 | C |
| 934 | 01 | Archives Assistant | 13.92 | 14.62 | 15.35 | 16.11 | 16.92 | 17.34 | 17.78 | 18.22 | C |
| 1465 | 01 | Archivist | 19.23 | 20.19 | 21.20 | 22.26 | 23.37 | 23.96 | 24.56 | 25.17 | C |
| N/A | 05 | Assessor | \$8,678 | | | | | | | | E |
| N/A | 042 | Assistant Assessor | \$7,137 | | | | | | | | E |
| N/A | 042 | Assistant Auditor-Controller | \$8,081 | | | | | | | | E |
| N/A | 042 | Assistant County Counsel | \$10,884 | | | | | | | | E |
| 2353 | 01 | Assistant in Civil Engineering I | 28.11 | 29.52 | 30.99 | 32.54 | 34.17 | 35.02 | 35.90 | 36.80 | C |
| 2634 | 01 | Assistant in Civil Engineering II | 30.92 | 32.47 | 34.09 | 35.79 | 37.58 | 38.52 | 39.49 | 40.47 | C |
| 3099 | 01 | Associate Civil Engineer | 35.57 | 37.35 | 39.22 | 41.18 | 43.24 | 44.32 | 45.42 | 46.56 | E |
| N/A | 05 | Auditor | \$9,208 | | | | | | | | E |
| 1765 | 01 | Auditor-Appraiser I | 22.23 | 23.34 | 24.51 | 25.73 | 27.02 | 27.70 | 28.39 | 29.10 | C |
| 2249 | 01 | Auditor-Appraiser II | 27.07 | 28.42 | 29.84 | 31.34 | 32.90 | 33.73 | 34.57 | 35.43 | C |
| 1501 | 01 | Behavioral Health Aide | 19.59 | 20.57 | 21.60 | 22.68 | 23.81 | 24.41 | 25.02 | 25.64 | C |
| 2402 | 11 | Behavioral Health Care Clinician I | 28.60 | 30.03 | 31.53 | 33.11 | 34.76 | 35.63 | 36.52 | 37.44 | ** |
| 2688 | 11 | Behavioral Health Care Clinician II | 31.46 | 33.03 | 34.68 | 36.42 | 38.24 | 39.20 | 40.18 | 41.18 | ** |
| 3004 | 11 | Behavioral Health Care Clinician III | 34.62 | 36.35 | 38.17 | 40.08 | 42.08 | 43.13 | 44.21 | 45.32 | ** |
| 1700 | 01 | Behavioral Health Care Counselor I | 21.58 | 22.66 | 23.79 | 24.98 | 26.23 | 26.89 | 27.56 | 28.25 | C |

| | | | | | | | | | | | |
|------|-----|--|------------|-------|-------|-------|-------|-------|-------|-------|----|
| 1914 | 01 | Behavioral Health Care Counselor II | 23.72 | 24.91 | 26.15 | 27.46 | 28.83 | 29.55 | 30.29 | 31.05 | C |
| 2402 | 11 | Behavioral Health Care Nurse I | 28.60 | 30.03 | 31.53 | 33.11 | 34.76 | 35.63 | 36.52 | 37.44 | ** |
| 2688 | 11 | Behavioral Health Care Nurse II | 31.46 | 33.03 | 34.68 | 36.42 | 38.24 | 39.20 | 40.18 | 41.18 | ** |
| 3002 | 11 | Behavioral Health Care Nurse III | 34.60 | 36.33 | 38.15 | 40.05 | 42.06 | 43.11 | 44.19 | 45.29 | ** |
| 2033 | 01 | Behavioral Health Care Supv (A/D) | 24.91 | 26.16 | 27.46 | 28.84 | 30.28 | 31.04 | 31.81 | 32.61 | E |
| N/A | 042 | Behavioral Health Director | \$10,269 | | | | | | | | E |
| 2092 | 11 | Behavioral Health Rehabilitation Specialist | 25.50 | 26.78 | 28.11 | 29.52 | 31.00 | 31.77 | 32.56 | 33.38 | E |
| 3357 | 11 | BHC Prog Mgr (Clinical Services) | 38.15 | 40.06 | 42.06 | 44.16 | 46.37 | 47.53 | 48.72 | 49.94 | E |
| 3262 | 11 | BHC Prog Mgr (Community Services) | 37.20 | 39.06 | 41.01 | 43.06 | 45.22 | 46.35 | 47.51 | 48.69 | E |
| 2013 | 01 | Bldg Code Compliance Ofc/CEA | 24.71 | 25.95 | 27.24 | 28.60 | 30.04 | 30.79 | 31.56 | 32.34 | C |
| N/A | 05 | Board Supervisor | \$5,214.68 | | | | | | | | E |
| 1861 | 01 | Bridge & Sign Maint Spec | 23.19 | 24.35 | 25.57 | 26.85 | 28.19 | 28.89 | 29.61 | 30.35 | C |
| 3019 | 041 | Budget Analyst | 34.77 | 36.51 | 38.33 | 40.25 | 42.26 | 43.32 | 44.40 | 45.51 | E |
| N/A | 042 | Budget Director | \$8,709 | | | | | | | | E |
| 1879 | 01 | Building Inspector I | 23.37 | 24.54 | 25.77 | 27.05 | 28.41 | 29.12 | 29.84 | 30.59 | C |
| 2116 | 01 | Building Inspector II | 25.74 | 27.03 | 28.38 | 29.80 | 31.29 | 32.07 | 32.87 | 33.69 | C |
| 2372 | 01 | Building Inspector III | 28.30 | 29.72 | 31.20 | 32.76 | 34.40 | 35.26 | 36.14 | 37.04 | C |
| 2598 | 01 | Building Inspector Supervisor | 30.56 | 32.09 | 33.69 | 35.38 | 37.15 | 38.07 | 39.03 | 40.00 | C |
| 1411 | 01 | Building Maint Worker I | 18.69 | 19.62 | 20.61 | 21.64 | 22.72 | 23.29 | 23.87 | 24.46 | C |
| 1597 | 01 | Building Maint Worker II | 20.55 | 21.58 | 22.66 | 23.79 | 24.98 | 25.60 | 26.24 | 26.90 | C |
| 1802 | 01 | Building Maint Worker III | 22.60 | 23.73 | 24.92 | 26.16 | 27.47 | 28.16 | 28.86 | 29.58 | C |
| 2372 | 01 | Building Plans Checker | 28.30 | 29.72 | 31.20 | 32.76 | 34.40 | 35.26 | 36.14 | 37.04 | C |
| 1465 | 01 | Cadastral Drafting Technician I | 19.23 | 20.19 | 21.20 | 22.26 | 23.37 | 23.96 | 24.56 | 25.17 | C |
| 1734 | 01 | Cadastral Drafting Technician II | 21.92 | 23.02 | 24.17 | 25.38 | 26.64 | 27.31 | 27.99 | 28.69 | C |
| 4680 | 022 | Captain | 51.38 | 53.95 | 56.65 | 59.48 | 62.45 | 64.01 | 65.61 | 67.25 | E |
| N/A | 042 | Chief Deputy Registrar of Voters | \$6,913 | | | | | | | | E |
| N/A | 042 | Chief Building Official | \$7,313 | | | | | | | | E |
| N/A | 042 | Chief Deputy Clerk/Recorder Local Registrar of Births & Deaths | \$8,314 | | | | | | | | E |
| N/A | 042 | Chief Deputy Treasurer/Tax Collector | \$6,244 | | | | | | | | E |
| 2254 | 041 | Clerk Of the Board | 27.12 | 28.48 | 29.90 | 31.39 | 32.96 | 33.79 | 34.63 | 35.50 | C |
| N/A | 05 | Clerk-Recorder | \$8,107 | | | | | | | | E |
| 2258 | 01 | Code Enforcement Officer | 27.16 | 28.52 | 29.94 | 31.44 | 33.01 | 33.84 | 34.68 | 35.55 | C |
| 2094 | 01 | Communications Systems Tech | 25.52 | 26.80 | 28.14 | 29.54 | 31.02 | 31.80 | 32.59 | 33.40 | C |
| N/A | 04 | Community Development Director | \$10,387 | | | | | | | | E |
| 2197 | 01 | Compliance Officer | 26.55 | 27.88 | 29.27 | 30.73 | 32.27 | 33.08 | 33.91 | 34.75 | C |
| 1577 | 01 | Compliance Specialist | 20.35 | 21.37 | 22.44 | 23.56 | 24.74 | 25.35 | 25.99 | 26.64 | C |
| 1700 | 01 | Construction Worker | 21.58 | 22.66 | 23.79 | 24.98 | 26.23 | 26.89 | 27.56 | 28.25 | C |
| 1914 | 01 | Construction Worker, Sr | 23.72 | 24.91 | 26.15 | 27.46 | 28.83 | 29.55 | 30.29 | 31.05 | C |
| 2851 | 021 | Corporal | 33.09 | 34.74 | 36.48 | 38.31 | 40.22 | 41.23 | 42.26 | 43.31 | C |
| 1169 | 02 | Correction Assistant | 16.27 | 17.08 | 17.94 | 18.83 | 19.78 | 20.27 | 20.78 | 21.30 | C |
| 2024 | 02 | Correctional Corporal | 24.82 | 26.06 | 27.36 | 28.73 | 30.17 | 30.92 | 31.70 | 32.49 | C |
| 3308 | 022 | Correctional Lieutenant | 37.66 | 39.54 | 41.52 | 43.60 | 45.78 | 46.92 | 48.09 | 49.30 | E |
| 1690 | 02 | Correctional Officer I | 21.48 | 22.55 | 23.68 | 24.87 | 26.11 | 26.76 | 27.43 | 28.12 | C |
| 1925 | 02 | Correctional Officer II | 23.83 | 25.02 | 26.27 | 27.59 | 28.97 | 29.69 | 30.43 | 31.19 | C |
| 2318 | 02 | Correctional Sergeant | 27.76 | 29.15 | 30.61 | 32.14 | 33.74 | 34.59 | 35.45 | 36.34 | C |
| N/A | 03 | County Administrative Officer | \$12,610 | | | | | | | | E |
| N/A | 04 | County Counsel | \$12,103 | | | | | | | | E |
| N/A | 042 | County Librarian | \$8,095 | | | | | | | | E |
| N/A | 042 | County Surveyor | \$7,641 | | | | | | | | E |
| N/A | 04 | County Surveyor/Chief Deputy Registrar of Voters | \$8,314 | | | | | | | | E |
| 2300 | 021 | Crime Analyst | 27.58 | 28.96 | 30.41 | 31.93 | 33.52 | 34.36 | 35.22 | 36.10 | C |
| 2402 | 11 | Crisis Services Coordinator | 28.60 | 30.03 | 31.53 | 33.11 | 34.76 | 35.63 | 36.52 | 37.44 | C |
| 2264 | 11 | Crisis Services Counselor | 27.22 | 28.58 | 30.01 | 31.51 | 33.09 | 33.91 | 34.76 | 35.63 | C |
| 812 | 01 | Custodian I | 12.70 | 13.33 | 14.00 | 14.70 | 15.44 | 15.82 | 16.22 | 16.62 | C |
| 942 | 01 | Custodian II | 14.00 | 14.70 | 15.43 | 16.21 | 17.02 | 17.44 | 17.88 | 18.33 | C |
| 4680 | 022 | D A Investigator, Chief (Advanced) | 51.38 | 53.95 | 56.65 | 59.48 | 62.45 | 64.01 | 65.61 | 67.25 | E |
| 4477 | 022 | D A Investigator, Supervising | 49.35 | 51.82 | 54.41 | 57.13 | 59.99 | 61.48 | 63.02 | 64.60 | E |
| 3068 | 021 | D.A. Investigator I (Advanced)* | 35.26 | 37.02 | 38.87 | 40.82 | 42.86 | 43.93 | 45.03 | 46.15 | C |
| 2744 | 021 | D.A. Investigator I (Basic)* | 32.02 | 33.62 | 35.30 | 37.07 | 38.92 | 39.89 | 40.89 | 41.91 | C |
| 2903 | 021 | D.A. Investigator I (Intermediate)* | 33.61 | 35.29 | 37.06 | 38.91 | 40.85 | 41.87 | 42.92 | 43.99 | C |
| 3436 | 021 | D.A. Investigator II (Advanced)* | 38.94 | 40.89 | 42.93 | 45.08 | 47.33 | 48.52 | 49.73 | 50.97 | C |
| 2761 | 021 | D.A. Investigator II (Basic)* | 32.19 | 33.80 | 35.49 | 37.26 | 39.13 | 40.11 | 41.11 | 42.14 | C |
| 3248 | 021 | D.A. Investigator II (Intermediate)* | 37.06 | 38.91 | 40.86 | 42.90 | 45.05 | 46.17 | 47.33 | 48.51 | C |
| 2679 | 01 | Dep Ag Com/Sealer of Wgt, Meas | 31.37 | 32.94 | 34.59 | 36.31 | 38.13 | 39.08 | 40.06 | 41.06 | C |
| 3594 | 041 | Dep County Counsel I | 40.52 | 42.55 | 44.67 | 46.91 | 49.25 | 50.48 | 51.75 | 53.04 | E |
| 4000 | 041 | Dep County Counsel II | 44.58 | 46.81 | 49.15 | 51.61 | 54.19 | 55.54 | 56.93 | 58.35 | E |
| 4443 | 041 | Dep County Counsel III | 49.01 | 51.46 | 54.03 | 56.74 | 59.57 | 61.06 | 62.59 | 64.15 | E |
| 1767 | 01 | Dep Public Cons/Guardian/Admin | 22.25 | 23.36 | 24.53 | 25.76 | 27.05 | 27.72 | 28.41 | 29.12 | C |
| 1260 | 041 | Deputy Board Clerk I | 17.18 | 18.04 | 18.94 | 19.89 | 20.88 | 21.40 | 21.94 | 22.49 | C |
| 1433 | 041 | Deputy Board Clerk II | 18.91 | 19.86 | 20.85 | 21.89 | 22.99 | 23.56 | 24.15 | 24.75 | C |
| 1671 | 041 | Deputy Board Clerk III | 21.29 | 22.35 | 23.47 | 24.65 | 25.88 | 26.53 | 27.19 | 27.87 | C |
| 3563 | 022 | Deputy Chief Probation Officer | 40.21 | 42.22 | 44.33 | 46.55 | 48.88 | 50.10 | 51.35 | 52.63 | E |

| | | | | | | | | | | | | |
|------|-----|---|----------|-------|-------|-------|-------|-------|-------|-------|-----|-----|
| N/A | 042 | Deputy Director of Behavioral Health (Fiscal and Administrative Services) | \$7,763 | | | | | | | | | E |
| N/A | 042 | Deputy Director of General Services Administration | \$9,010 | | | | | | | | | E |
| N/A | 042 | Deputy Director of Public Works Projects | \$8,663 | | | | | | | | | E |
| N/A | 042 | Deputy Director of Social Services (Finance/Facilities/Administration) | \$7,763 | | | | | | | | | E |
| N/A | 042 | Deputy Director of Social Services (Social Services Agency Programs) | \$7,862 | | | | | | | | | E |
| 3155 | 012 | Deputy District Attorney I | 36.13 | 37.94 | 39.83 | 41.82 | 43.92 | N/A | N/A | N/A | N/A | N/A |
| 3510 | 012 | Deputy District Attorney II | 39.68 | 41.66 | 43.75 | 45.93 | 48.23 | N/A | N/A | N/A | N/A | N/A |
| 3913 | 012 | Deputy District Attorney III | 43.71 | 45.90 | 48.19 | 50.60 | 53.13 | N/A | N/A | N/A | N/A | N/A |
| 4342 | 012 | Deputy District Attorney IV | 48.00 | 50.40 | 52.92 | 55.57 | 58.34 | N/A | N/A | N/A | N/A | N/A |
| 1727 | 025 | Deputy Probation Officer I | 21.85 | 22.94 | 24.09 | 25.29 | 26.56 | 27.22 | 27.90 | 28.60 | | C |
| 2185 | 025 | Deputy Probation Officer II | 26.43 | 27.75 | 29.14 | 30.60 | 32.13 | 32.93 | 33.75 | 34.60 | | C |
| 2565 | 025 | Deputy Probation Officer III | 30.23 | 31.74 | 33.33 | 35.00 | 36.74 | 37.66 | 38.60 | 39.57 | | C |
| 2580 | 021 | Deputy Sheriff (Advanced) | 30.38 | 31.90 | 33.49 | 35.17 | 36.93 | 37.85 | 38.80 | 39.77 | | C |
| 2300 | 021 | Deputy Sheriff (Basic) | 27.58 | 28.96 | 30.41 | 31.93 | 33.52 | 34.36 | 35.22 | 36.10 | | C |
| 2437 | 021 | Deputy Sheriff (Intermediate) | 28.95 | 30.40 | 31.92 | 33.51 | 35.19 | 36.07 | 36.97 | 37.89 | | C |
| 2634 | 01 | Deputy Surveyor/ Deputy Registrar of Voters | 30.92 | 32.47 | 34.09 | 35.79 | 37.58 | 38.52 | 39.49 | 40.47 | | C |
| N/A | 042 | Director of Environmental Health | \$8,241 | | | | | | | | | E |
| N/A | 042 | Director of Solid Waste Programs/Safety Programs | \$8,176 | | | | | | | | | E |
| N/A | 04 | Director of Solid Waste/Air Pollution Control Officer | \$8,993 | | | | | | | | | E |
| 1572 | 02 | Dispatcher (Training) | 20.30 | 21.32 | 22.38 | 23.50 | 24.67 | 25.29 | 25.92 | 26.57 | | C |
| 1865 | 02 | Dispatcher-Corporal | 23.23 | 24.39 | 25.61 | 26.89 | 28.24 | 28.94 | 29.67 | 30.41 | | C |
| 1753 | 02 | Dispatcher-EMD | 22.11 | 23.22 | 24.38 | 25.60 | 26.87 | 27.55 | 28.24 | 28.94 | | C |
| 2102 | 02 | Dispatcher-Supervising* | 25.60 | 26.88 | 28.22 | 29.64 | 31.12 | 31.89 | 32.69 | 33.51 | | C |
| N/A | 05 | District Attorney | \$11,036 | | | | | | | | | E |
| N/A | 04 | District Attorney, Chief Assistant | \$11,513 | | | | | | | | | E |
| 2322 | 01 | Elections Supervisor | 27.80 | 29.19 | 30.65 | 32.18 | 33.79 | 34.64 | 35.50 | 36.39 | | C |
| 934 | 01 | Elections Support Worker | 13.92 | 14.62 | 15.35 | 16.11 | 16.92 | 17.34 | 17.78 | 18.22 | | C |
| 1368 | 01 | Elections Technician | 18.26 | 19.17 | 20.13 | 21.14 | 22.20 | 22.75 | 23.32 | 23.90 | | C |
| 2002 | 01 | Eligibility Supervisor | 24.60 | 25.83 | 27.12 | 28.48 | 29.90 | 30.65 | 31.42 | 32.20 | | C |
| 1137 | 01 | Eligibility Worker I | 15.95 | 16.75 | 17.58 | 18.46 | 19.39 | 19.87 | 20.37 | 20.88 | | C |
| 1296 | 01 | Eligibility Worker II | 17.54 | 18.42 | 19.34 | 20.30 | 21.32 | 21.85 | 22.40 | 22.96 | | C |
| 1476 | 01 | Eligibility Worker III | 19.34 | 20.31 | 21.32 | 22.39 | 23.51 | 24.10 | 24.70 | 25.32 | | C |
| 1473 | 01 | Eligibility Worker II-Translator | 19.31 | 20.28 | 21.29 | 22.35 | 23.47 | 24.06 | 24.66 | 25.28 | | C |
| 2193 | 01 | Employment & Training Supervisor | 26.51 | 27.84 | 29.23 | 30.69 | 32.22 | 33.03 | 33.85 | 34.70 | | C |
| 1512 | 01 | Employment & Training Worker I | 19.70 | 20.69 | 21.72 | 22.81 | 23.95 | 24.54 | 25.16 | 25.79 | | C |
| 1709 | 01 | Employment & Training Worker II | 21.67 | 22.75 | 23.89 | 25.09 | 26.34 | 27.00 | 27.67 | 28.37 | | C |
| 1925 | 01 | Employment & Training Worker III | 23.83 | 25.02 | 26.27 | 27.59 | 28.97 | 29.69 | 30.43 | 31.19 | | C |
| 1943 | 01 | Engineering Technician | 24.01 | 25.21 | 26.47 | 27.79 | 29.18 | 29.91 | 30.66 | 31.43 | | C |
| 1965 | 01 | Environmental Health Specialist I | 24.23 | 25.44 | 26.71 | 28.05 | 29.45 | 30.19 | 30.94 | 31.72 | | C |
| 2329 | 01 | Environmental Health Specialist II | 27.87 | 29.26 | 30.73 | 32.26 | 33.88 | 34.72 | 35.59 | 36.48 | | C |
| 2610 | 01 | Environmental Health Specialist III | 30.68 | 32.21 | 33.82 | 35.52 | 37.29 | 38.22 | 39.18 | 40.16 | | C |
| 1428 | 01 | Environmental Health Technician I | 18.86 | 19.80 | 20.79 | 21.83 | 22.92 | 23.50 | 24.08 | 24.69 | | C |
| 1616 | 01 | Environmental Health Technician II | 20.74 | 21.78 | 22.87 | 24.01 | 25.21 | 25.84 | 26.49 | 27.15 | | C |
| 2082 | 01 | Executive Assistant | 25.40 | 26.67 | 28.00 | 29.40 | 30.87 | 31.65 | 32.44 | 33.25 | | C |
| 2208 | 041 | Executive Assistant | 26.66 | 27.99 | 29.39 | 30.86 | 32.41 | 33.22 | 34.05 | 34.90 | | E |
| 3085 | 01 | Facilities & Projects Manager | 35.43 | 37.20 | 39.06 | 41.01 | 43.07 | 44.14 | 45.25 | 46.38 | | E |
| 1832 | 01 | Facilities & Projects Specialist | 22.90 | 24.05 | 25.25 | 26.51 | 27.84 | 28.53 | 29.24 | 29.98 | | C |
| 2197 | 01 | Finance & Admin Supervisor | 26.55 | 27.88 | 29.27 | 30.73 | 32.27 | 33.08 | 33.91 | 34.75 | | C |
| 1068 | 01 | Finance Asst I | 15.26 | 16.02 | 16.82 | 17.67 | 18.55 | 19.01 | 19.49 | 19.97 | | C |
| 1220 | 01 | Finance Asst II | 16.78 | 17.62 | 18.50 | 19.42 | 20.40 | 20.91 | 21.43 | 21.96 | | C |
| 1388 | 01 | Finance Asst Sr | 18.46 | 19.38 | 20.35 | 21.37 | 22.44 | 23.00 | 23.57 | 24.16 | | C |
| 1574 | 01 | Finance Technician | 20.32 | 21.34 | 22.40 | 23.52 | 24.70 | 25.32 | 25.95 | 26.60 | | C |
| 1675 | 041 | Finance Technician (DA) | 21.33 | 22.40 | 23.52 | 24.69 | 25.93 | 26.57 | 27.24 | 27.92 | | C |
| 2488 | 01 | Fiscal Officer | 29.46 | 30.93 | 32.48 | 34.10 | 35.81 | 36.70 | 37.62 | 38.56 | | C |
| N/A | 04 | General Services Administration Director | \$11,528 | | | | | | | | | E |
| 934 | 01 | General Services Aide | 13.92 | 14.62 | 15.35 | 16.11 | 16.92 | 17.34 | 17.78 | 18.22 | | C |
| 3085 | 01 | Geographic Inform Sys Coor | 35.43 | 37.20 | 39.06 | 41.01 | 43.07 | 44.14 | 45.25 | 46.38 | | C |
| 1649 | 01 | Geographic Inform Sys Tech I | 21.07 | 22.12 | 23.23 | 24.39 | 25.61 | 26.25 | 26.91 | 27.58 | | C |
| 1881 | 01 | Geographic Inform Sys Tech II | 23.39 | 24.56 | 25.79 | 27.08 | 28.43 | 29.14 | 29.87 | 30.62 | | C |
| 1492 | 01 | GF-Administrative Asst II-Translator | 19.50 | 20.48 | 21.50 | 22.57 | 23.70 | 24.29 | 24.90 | 25.52 | | C |
| 1832 | 01 | GF-Administrative Technician | 22.90 | 24.05 | 25.25 | 26.51 | 27.84 | 28.53 | 29.24 | 29.98 | | C |
| 1616 | 01 | GF-Environmental Health Technician I | 20.74 | 21.78 | 22.87 | 24.01 | 25.21 | 25.84 | 26.49 | 27.15 | | C |
| 2489 | 01 | GF-Finance & Admin Supervisor | 29.47 | 30.94 | 32.49 | 34.12 | 35.82 | 36.72 | 37.63 | 38.58 | | E |
| 1279 | 01 | GF-Finance Asst II | 17.37 | 18.24 | 19.15 | 20.11 | 21.11 | 21.64 | 22.18 | 22.74 | | C |
| 1368 | 01 | GF-Recorder Clerk II | 18.26 | 19.17 | 20.13 | 21.14 | 22.20 | 22.75 | 23.32 | 23.90 | | C |
| N/A | 042 | GSA County Government Support Services Director | \$8,365 | | | | | | | | | E |
| N/A | 04 | Health and Human Services Director | \$11,967 | | | | | | | | | E |
| 2489 | 11 | Health Educator | 29.47 | 30.94 | 32.49 | 34.12 | 35.82 | 36.72 | 37.63 | 38.58 | | E |
| N/A | 04 | Health Officer (Part-time position) | \$6,732 | | | | | | | | | E |
| N/A | 042 | Health Services Director | \$9,909 | | | | | | | | | E |
| 1929 | 01 | Heavy Equipment Mechanic | 23.87 | 25.06 | 26.32 | 27.63 | 29.01 | 29.74 | 30.48 | 31.25 | | C |
| 2233 | 041 | Human Resource Specialist | 26.91 | 28.26 | 29.67 | 31.15 | 32.71 | 33.53 | 34.37 | 35.22 | | C |

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|------|-----|---|----------|-------|-------|-------|-------|-------|-------|-------|----|
| 1841 | 041 | Human Resource Technician | 22.99 | 24.14 | 25.35 | 26.61 | 27.94 | 28.64 | 29.36 | 30.09 | C |
| 3110 | 041 | Human Resources Administrative/Risk Manager | 35.68 | 37.46 | 39.34 | 41.30 | 43.37 | 44.45 | 45.56 | 46.70 | E |
| N/A | 04 | Human Resources Director | \$9,261 | | | | | | | | |
| 2610 | 01 | Information Systems Analyst | 30.68 | 32.21 | 33.82 | 35.52 | 37.29 | 38.22 | 39.18 | 40.16 | C |
| 2094 | 01 | Information Systems Specialist | 25.52 | 26.80 | 28.14 | 29.54 | 31.02 | 31.80 | 32.59 | 33.40 | C |
| 1629 | 01 | Information Systems Tech I | 20.87 | 21.91 | 23.01 | 24.16 | 25.37 | 26.00 | 26.65 | 27.32 | C |
| 1863 | 01 | Information Systems Tech II | 23.21 | 24.37 | 25.59 | 26.87 | 28.21 | 28.92 | 29.64 | 30.38 | C |
| N/A | 04 | Information Technology Director | \$9,580 | | | | | | | | E |
| 1918 | 01 | Learning Center Coordinator | 23.76 | 24.95 | 26.20 | 27.51 | 28.88 | 29.60 | 30.34 | 31.10 | C |
| 2083 | 01 | Legal Assistant | 25.41 | 26.68 | 28.01 | 29.42 | 30.89 | 31.66 | 32.45 | 33.26 | C |
| 2197 | 01 | Legal Office Supervisor | 26.55 | 27.88 | 29.27 | 30.73 | 32.27 | 33.08 | 33.91 | 34.75 | C |
| 1452 | 01 | Legal Secretary I | 19.10 | 20.06 | 21.06 | 22.11 | 23.22 | 23.80 | 24.39 | 25.00 | C |
| 1641 | 01 | Legal Secretary II | 20.99 | 22.04 | 23.14 | 24.30 | 25.51 | 26.15 | 26.81 | 27.48 | C |
| 1850 | 01 | Legal Secretary, Sr | 23.08 | 24.23 | 25.45 | 26.72 | 28.05 | 28.76 | 29.47 | 30.21 | C |
| 1103 | 01 | Library Assistant | 15.61 | 16.39 | 17.21 | 18.07 | 18.97 | 19.45 | 19.93 | 20.43 | C |
| 1103 | 01 | Library Literacy Program Assistant | 15.61 | 16.39 | 17.21 | 18.07 | 18.97 | 19.45 | 19.93 | 20.43 | C |
| 1339 | 01 | Library Literacy Program Coord | 17.97 | 18.87 | 19.81 | 20.80 | 21.84 | 22.39 | 22.95 | 23.52 | C |
| 1259 | 01 | Library Technician | 17.17 | 18.03 | 18.93 | 19.88 | 20.87 | 21.39 | 21.93 | 22.47 | C |
| 4003 | 022 | Lieutenant | 44.61 | 46.84 | 49.18 | 51.64 | 54.22 | 55.58 | 56.97 | 58.39 | E |
| 934 | 01 | Mail Clerk | 13.92 | 14.62 | 15.35 | 16.11 | 16.92 | 17.34 | 17.78 | 18.22 | C |
| 1223 | 01 | Medical/Psychiatric Records Clerk | 16.81 | 17.65 | 18.53 | 19.46 | 20.43 | 20.94 | 21.47 | 22.00 | C |
| 2402 | 01 | Mental Health Intern | 28.60 | 30.03 | 31.53 | 33.11 | 34.76 | 35.63 | 36.52 | 37.44 | C |
| 2489 | 11 | MHSA Programs Coordinator | 29.47 | 30.94 | 32.49 | 34.12 | 35.82 | 36.72 | 37.63 | 38.58 | ** |
| 1166 | 01 | Mosquito & Vector Control Tech | 16.24 | 17.05 | 17.90 | 18.80 | 19.74 | 20.23 | 20.74 | 21.26 | C |
| 934 | 01 | Museum Asst | 13.92 | 14.62 | 15.35 | 16.11 | 16.92 | 17.34 | 17.78 | 18.22 | C |
| 1464 | 01 | Museum Curator | 19.22 | 20.18 | 21.19 | 22.25 | 23.36 | 23.95 | 24.54 | 25.16 | C |
| 3159 | 11 | Nurse Practitioner | 36.17 | 37.98 | 39.88 | 41.87 | 43.96 | 45.06 | 46.19 | 47.35 | E |
| 2688 | 01 | Occupational Therapist | 31.46 | 33.03 | 34.68 | 36.42 | 38.24 | 39.20 | 40.18 | 41.18 | C |
| N/A | 042 | OES Coordinator | \$6,016 | | | | | | | | E |
| 1730 | 01 | Outreach Specialist | 21.88 | 22.97 | 24.12 | 25.33 | 26.60 | 27.26 | 27.94 | 28.64 | C |
| 1532 | 01 | Outreach Technician | 19.90 | 20.90 | 21.94 | 23.04 | 24.19 | 24.79 | 25.41 | 26.05 | C |
| 2336 | 041 | Paralegal (CC) | 27.94 | 29.34 | 30.80 | 32.34 | 33.96 | 34.81 | 35.68 | 36.57 | C |
| 1856 | 041 | Payroll Specialist I | 23.14 | 24.30 | 25.51 | 26.79 | 28.13 | 28.83 | 29.55 | 30.29 | C |
| 2183 | 041 | Payroll Specialist II | 26.41 | 27.73 | 29.12 | 30.57 | 32.10 | 32.90 | 33.73 | 34.57 | C |
| 1597 | 01 | Personal Services Coordinator | 20.55 | 21.58 | 22.66 | 23.79 | 24.98 | 25.60 | 26.24 | 26.90 | C |
| 3158 | 01 | Physical Therapist | 36.16 | 37.97 | 39.87 | 41.86 | 43.95 | 45.05 | 46.18 | 47.33 | C |
| 1926 | 01 | Planner I | 23.84 | 25.03 | 26.28 | 27.60 | 28.98 | 29.70 | 30.44 | 31.21 | C |
| 2192 | 01 | Planner II | 26.50 | 27.83 | 29.22 | 30.68 | 32.21 | 33.02 | 33.84 | 34.69 | C |
| 2485 | 01 | Planner III | 29.43 | 30.90 | 32.45 | 34.07 | 35.77 | 36.67 | 37.58 | 38.52 | C |
| N/A | 042 | Planning Director | \$9,049 | | | | | | | | E |
| 1426 | 01 | Planning Technician I | 18.84 | 19.78 | 20.77 | 21.81 | 22.90 | 23.47 | 24.06 | 24.66 | C |
| 1614 | 01 | Planning Technician II | 20.72 | 21.76 | 22.84 | 23.99 | 25.19 | 25.81 | 26.46 | 27.12 | C |
| 1713 | 01 | Power Equip Mechanic I | 21.71 | 22.80 | 23.94 | 25.13 | 26.39 | 27.05 | 27.72 | 28.42 | C |
| 2046 | 01 | Power Equip Mechanic II | 25.04 | 26.29 | 27.61 | 28.99 | 30.44 | 31.20 | 31.98 | 32.78 | C |
| 2296 | 01 | Power Equip Mechanic II-Fabrication | 27.54 | 28.92 | 30.36 | 31.88 | 33.48 | 34.31 | 35.17 | 36.05 | C |
| 2172 | 01 | Power Equip Mechanic III | 26.30 | 27.62 | 29.00 | 30.45 | 31.97 | 32.77 | 33.59 | 34.43 | C |
| 804 | 01 | Print Shop Assistant I | 12.62 | 13.25 | 13.91 | 14.61 | 15.34 | 15.72 | 16.12 | 16.52 | C |
| 1051 | 01 | Print Shop Assistant II | 15.09 | 15.84 | 16.64 | 17.47 | 18.34 | 18.80 | 19.27 | 19.75 | C |
| 1721 | 01 | Printer | 21.79 | 22.88 | 24.02 | 25.22 | 26.49 | 27.15 | 27.83 | 28.52 | C |
| 1334 | 02 | Probation Aide | 17.92 | 18.82 | 19.76 | 20.74 | 21.78 | 22.33 | 22.88 | 23.46 | C |
| N/A | 04 | Probation Officer, Chief | \$11,967 | | | | | | | | E |
| 2866 | 025 | Probation Unit Supervisor | 33.24 | 34.90 | 36.65 | 38.48 | 40.40 | 41.41 | 42.45 | 43.51 | C |
| 1753 | 02 | Property/Evidence Technician | 22.11 | 23.22 | 24.38 | 25.60 | 26.87 | 27.55 | 28.24 | 28.94 | C |
| N/A | 042 | Psychiatrist | \$19,878 | | | | | | | | E |
| 2760 | 01 | Public Conservator/Guardian/Administrator | 32.18 | 33.79 | 35.48 | 37.25 | 39.11 | 40.09 | 41.10 | 42.12 | E |
| N/A | 042 | Public Health Director | \$8,506 | | | | | | | | E |
| 2402 | 11 | Public Health Nurse I | 28.60 | 30.03 | 31.53 | 33.11 | 34.76 | 35.63 | 36.52 | 37.44 | E |
| 2688 | 11 | Public Health Nurse II | 31.46 | 33.03 | 34.68 | 36.42 | 38.24 | 39.20 | 40.18 | 41.18 | E |
| 3159 | 11 | Public Health Nurse Supv | 36.17 | 37.98 | 39.88 | 41.87 | 43.96 | 45.06 | 46.19 | 47.35 | E |
| N/A | 04 | Public Services Director | \$7,357 | | | | | | | | E |
| 1871 | 01 | Public Works Inspector | 23.29 | 24.45 | 25.68 | 26.96 | 28.31 | 29.02 | 29.74 | 30.49 | C |
| 2102 | 01 | Public Works Lead Inspector | 25.60 | 26.88 | 28.22 | 29.64 | 31.12 | 31.89 | 32.69 | 33.51 | C |
| 1861 | 01 | Public Works Maint Lead Worker | 23.19 | 24.35 | 25.57 | 26.85 | 28.19 | 28.89 | 29.61 | 30.35 | C |
| 2208 | 01 | Public Works Maint Supv | 26.66 | 27.99 | 29.39 | 30.86 | 32.41 | 33.22 | 34.05 | 34.90 | C |
| 1283 | 01 | Public Works Maint Worker I | 17.41 | 18.28 | 19.19 | 20.15 | 21.16 | 21.69 | 22.23 | 22.79 | C |
| 1458 | 01 | Public Works Maint Worker II | 19.16 | 20.12 | 21.12 | 22.18 | 23.29 | 23.87 | 24.47 | 25.08 | C |
| 1649 | 01 | Public Works Maint Worker III | 21.07 | 22.12 | 23.23 | 24.39 | 25.61 | 26.25 | 26.91 | 27.58 | C |
| N/A | 042 | Public Works Maintenance Superintendent | \$7,584 | | | | | | | | E |
| 2634 | 01 | Public Works Project Engineer | 30.92 | 32.47 | 34.09 | 35.79 | 37.58 | 38.52 | 39.49 | 40.47 | C |
| 2943 | 01 | Public Works Sr Project Engineer | 34.01 | 35.71 | 37.50 | 39.37 | 41.34 | 42.37 | 43.43 | 44.52 | C |
| 2789 | 01 | Public Works Surveyor | 32.47 | 34.09 | 35.80 | 37.59 | 39.47 | 40.45 | 41.47 | 42.50 | C |
| 1388 | 01 | Purchasing Assistant | 18.46 | 19.38 | 20.35 | 21.37 | 22.44 | 23.00 | 23.57 | 24.16 | C |

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|------|-----|--|----------|-------|-------|-------|-------|-------|-------|-------|----|
| 1131 | 01 | Recorder Clerk I | 15.89 | 16.68 | 17.52 | 18.39 | 19.31 | 19.80 | 20.29 | 20.80 | C |
| 1289 | 01 | Recorder Clerk II | 17.47 | 18.34 | 19.26 | 20.22 | 21.23 | 21.77 | 22.31 | 22.87 | C |
| 2197 | 01 | Recorder Clerk Supervisor | 26.55 | 27.88 | 29.27 | 30.73 | 32.27 | 33.08 | 33.91 | 34.75 | C |
| 1465 | 01 | Recorder Clerk, Sr | 19.23 | 20.19 | 21.20 | 22.26 | 23.37 | 23.96 | 24.56 | 25.17 | C |
| 1803 | 041 | Records Manager | 22.61 | 23.74 | 24.93 | 26.17 | 27.48 | 28.17 | 28.87 | 29.60 | C |
| 2402 | 11 | Registered Nurse (Health) | 28.60 | 30.03 | 31.53 | 33.11 | 34.76 | 35.63 | 36.52 | 37.44 | E |
| 1359 | 01 | Secretary | 18.17 | 19.08 | 20.03 | 21.03 | 22.09 | 22.64 | 23.20 | 23.78 | C |
| 2543 | 041 | Senior Administrative Analyst | 30.01 | 31.51 | 33.09 | 34.74 | 36.48 | 37.39 | 38.32 | 39.28 | C |
| 2102 | 01 | Senior Building Maintenance Worker | 25.60 | 26.88 | 28.22 | 29.64 | 31.12 | 31.89 | 32.69 | 33.51 | C |
| 3455 | 01 | Senior Civil Engineer | 39.13 | 41.09 | 43.14 | 45.30 | 47.56 | 48.75 | 49.97 | 51.22 | C |
| 2192 | 01 | Senior Engineering Technician | 26.50 | 27.83 | 29.22 | 30.68 | 32.21 | 33.02 | 33.84 | 34.69 | C |
| N/A | 05 | Sheriff-Coroner | \$10,571 | | | | | | | | E |
| 3436 | 022 | Sheriff's Sergeant (Advanced) | 38.94 | 40.89 | 42.93 | 45.08 | 47.33 | 48.52 | 49.73 | 50.97 | C |
| 3248 | 022 | Sheriff's Sergeant (Intermediate) | 37.06 | 38.91 | 40.86 | 42.90 | 45.05 | 46.17 | 47.33 | 48.51 | C |
| 1246 | 01 | Sheriff's Services Asst | 17.04 | 17.89 | 18.79 | 19.73 | 20.71 | 21.23 | 21.76 | 22.30 | C |
| 1481 | 01 | Sheriff's Services Technician | 19.39 | 20.36 | 21.38 | 22.45 | 23.57 | 24.16 | 24.76 | 25.38 | C |
| 1223 | 01 | Social Services Aide | 16.81 | 17.65 | 18.53 | 19.46 | 20.43 | 20.94 | 21.47 | 22.00 | C |
| N/A | 042 | Social Services Director | \$10,269 | | | | | | | | E |
| 3262 | 01 | Social Services Program Manager I | 37.20 | 39.06 | 41.01 | 43.06 | 45.22 | 46.35 | 47.51 | 48.69 | E |
| 1708 | 01 | Social Worker I | 21.66 | 22.74 | 23.88 | 25.07 | 26.33 | 26.99 | 27.66 | 28.35 | C |
| 1929 | 01 | Social Worker II | 23.87 | 25.06 | 26.32 | 27.63 | 29.01 | 29.74 | 30.48 | 31.25 | C |
| 2162 | 01 | Social Worker III | 26.20 | 27.51 | 28.89 | 30.33 | 31.85 | 32.64 | 33.46 | 34.29 | C |
| 2317 | 01 | Social Worker Supervisor I | 27.75 | 29.14 | 30.59 | 32.12 | 33.73 | 34.57 | 35.44 | 36.32 | C |
| 3169 | 01 | Solid Waste Program Manager | 36.27 | 38.08 | 39.99 | 41.99 | 44.09 | 45.19 | 46.32 | 47.48 | E |
| 1577 | 01 | Solid Waste Program Specialist | 20.35 | 21.37 | 22.44 | 23.56 | 24.74 | 25.35 | 25.99 | 26.64 | C |
| 2149 | 01 | Solid Waste Technician | 26.07 | 27.37 | 28.74 | 30.18 | 31.69 | 32.48 | 33.29 | 34.12 | C |
| 1951 | 01 | Staff Service Analyst I | 24.09 | 25.29 | 26.56 | 27.89 | 29.28 | 30.01 | 30.76 | 31.53 | C |
| 2193 | 01 | Staff Service Analyst II | 26.51 | 27.84 | 29.23 | 30.69 | 32.22 | 33.03 | 33.85 | 34.70 | C |
| 2077 | 01 | Systems Support Analyst | 25.35 | 26.62 | 27.95 | 29.35 | 30.81 | 31.58 | 32.37 | 33.18 | C |
| 1040 | 01 | Transportation Officer | 14.98 | 15.73 | 16.52 | 17.34 | 18.21 | 18.66 | 19.13 | 19.61 | C |
| 1452 | 02 | Transportation Officer | 19.10 | 20.06 | 21.06 | 22.11 | 23.22 | 23.80 | 24.39 | 25.00 | C |
| N/A | 05 | Treasurer-Tax Collector | \$8,484 | | | | | | | | E |
| 1731 | 01 | Treasury Technician | 21.89 | 22.98 | 24.13 | 25.34 | 26.61 | 27.27 | 27.95 | 28.65 | C |
| N/A | 04 | Undersheiff | \$11,967 | | | | | | | | E |
| 2688 | 11 | Utilization & Quality Management Coordinator | 31.46 | 33.03 | 34.68 | 36.42 | 38.24 | 39.20 | 40.18 | 41.18 | ** |
| N/A | 04 | Veterans Services Officer | \$6,021 | | | | | | | | E |
| 1428 | 01 | Victim/Witness Advocate | 18.86 | 19.80 | 20.79 | 21.83 | 22.92 | 23.50 | 24.08 | 24.69 | C |
| 2489 | 01 | Victim/Witness Program Manager | 29.47 | 30.94 | 32.49 | 34.12 | 35.82 | 36.72 | 37.63 | 38.58 | E |
| 2765 | 01 | Web Programmer/Developer | 32.23 | 33.84 | 35.53 | 37.31 | 39.18 | 40.16 | 41.16 | 42.19 | C |
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Fair Labor Standards Act (FLSA). The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.

Under FLSA column

C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

** = Exempt employees not covered by FLSA, but shall receive overtime and or compensatory time off (CTO) pursuant to Section 23.17 and 23.18