

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 06/07/2017

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

Phone Ext. x470

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

Meeting Date Requested:

6/27/17

Department Head Signature _____

Agenda Title: Central Sierra Economic Development District

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

Discussion and possible action relative to becoming a member of the subject District.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes No N/A

Resolution Attached: Yes No N/A

Ordinance Attached: Yes No N/A

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman [Signature]

Counsel GO

Auditor JOR

GSA Director [Signature]

CAO [Signature]

Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date 6/27/17

Time _____

Item # 6

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 _____

ATTEST: _____

Completed by _____

For meeting _____

Clerk or Deputy Board Clerk

of _____

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AGENDA TRANSMITTAL FORM

Regular Agenda
 Consent Agenda
 Blue Slip
 Closed Session
 Meeting Date Requested:
06/27/2017

To: Board of Supervisors

Date: 06/21/2017

From: Chuck Iley, County Administrative Officer
 (Department Head - please type)

Phone Ext. x470

Department Head Signature _____

Agenda Title: 2017-2018 Recommended Budget

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

Discussion and possible action relative to adoption of the 2017-18 fiscal year Recommended Budget.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman [Signature]

Auditor [Signature]

CAO _____

Counsel [Signature]

GSA Director [Signature]

Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date 6/27/17 Time _____ Item # 7

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes: _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

Completed by _____

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

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ATTEST: _____
Clerk or Deputy Board Clerk

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 06/21/2017

From: Richard M. Forster, Supervisor District II
 (Department Head - please type)

Phone Ext. x470

<input checked="" type="radio"/>	Regular Agenda
<input type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>06/27/2017</u>	

Department Head Signature _____

Agenda Title: Partnership Award

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

Presentation of a Partnership Award to the Amador Fire Safe Council by CalFire representatives.

Recommendation/Requested Action: _____

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

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____
 Committee Recommendation: _____

Comments: _____

Request Reviewed by:

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

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

FOR CLERK USE ONLY

Meeting Date 6/27/17 Time _____ Item # 8

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: _____
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AGENDA TRANSMITTAL FORM

<input checked="" type="radio"/>	Regular Agenda
<input type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
06/27/2017	

To: Board of Supervisors

Date: 06/21/2017

From: Richard M. Forster, Supervisor District II
 (Department Head - please type)

Phone Ext. x470

Department Head Signature _____

Agenda Title: Jackson Valley Irrigation District

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Update by Mr. Steven Fredrick, JVID General Manager, relative to the JVID Treated Water Project, Phase 2.

Recommendation/Requested Action: _____

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

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____
 Committee Recommendation: _____

Comments: _____

Request Reviewed by:

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

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

FOR CLERK USE ONLY

Meeting Date 6/27/17 Time _____ Item # 9

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 _____

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 ATTEST: _____
 Clerk or Deputy Board Clerk

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AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 06/21/2017

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

Phone Ext. x470

<input checked="" type="radio"/>	Regular Agenda
<input type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>06/27/2017</u>	

Department Head Signature _____

Agenda Title: Fire Fees

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

Discussion and possible action relative to Measure M and Community Facility District Fees.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

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

Committee Review? Name _____ N/A

Committee Recommendation:

Comments: _____

Request Reviewed by:

Chairman [Signature]

Counsel _____

Auditor [Signature]

GSA Director [Signature]

CAO _____

Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date 6/27/17

Time _____

Item # 10

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

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

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ATTEST: _____
Clerk or Deputy Board Clerk

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AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 06/21/2017

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

Phone Ext. x470

<input checked="" type="radio"/> Regular Agenda
<input type="radio"/> Consent Agenda
<input type="radio"/> Blue Slip
<input type="radio"/> Closed Session
Meeting Date Requested: <u>06/27/2017</u>

Department Head Signature _____

Agenda Title: Public Meeting Notification Policies

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

Discussion and possible action relative to Public Meeting notification.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman [Signature]

Counsel GG

Auditor JOR

GSA Director [Signature]

CAO [Signature]

Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date 06/27/17 Time _____ Item # 11

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

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

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ATTEST: _____
Clerk or Deputy Board Clerk

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Jennifer Burns <jburns@amadorgov.org>

Request Board schedule the following item

1 message

William May <wandsmay@hughes.net>
To: Jennifer Burns <jburns@amadorgov.org>

Mon, Jun 19, 2017 at 10:14 PM

Planning Commission Policy on rescheduling Applicant Project Items

According to Planning Commission staff and Planning Commissioners, Applicants for scheduled hearings on Planning Commission Agendas may call or email requests to Planning Staff to postpone or drop scheduled Planning Commission Agenda Items. Planning Commission Staff does not notify members of the public who have an expressed interest in the Scheduled item that the item is not going to be heard on the date scheduled.

The end result is that members of the public have to constantly monitor the actions caused by Applicants to ensure they can participate in Planning Commission activities. Does the Board of Supervisors support this Policy?

Bill May

4121 Jackson Valley Road

Ione Ca. 95640

209-274-9103

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 06/21/2017

From: Richard M. Forster, District II Supervisor
 (Department Head - please type)

Phone Ext. x470

<input checked="" type="radio"/> Regular Agenda <input type="radio"/> Consent Agenda <input type="radio"/> Blue Slip <input type="radio"/> Closed Session Meeting Date Requested: <u>06/27/2017</u>
--

Department Head Signature _____

Agenda Title: 2017-2018 Grand Jury Final Report

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Presentation of the 2017-2018 Grand Jury Final Report by Ms. Bobbi Laughton, Grand Jury Foreperson.

Recommendation/Requested Action: _____

Fiscal Impacts (attach budget transfer form if appropriate) _____

Staffing Impacts _____

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

Request Reviewed by:

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

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

FOR CLERK USE ONLY

Meeting Date <u>6/27/17</u>	Time _____	Item # <u>12</u>
Board Action: Approved Yes ___ No ___	Unanimous Vote: Yes ___ No ___	
Ayes: _____	Resolution _____	Ordinance _____
Noes _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	Other: _____

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

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Item #12



Jennifer Burns <jburns@amadorgov.org>

[clerkoftheboard:241] TODAY's Meeting, Public Comment, Please

1 message

Cathy Vanderford <[REDACTED]>

Tue, Jun 27, 2017 at 7:06 AM

To: clerkoftheboard@amadorgov.org

To: Amador Co. Board of Supervisors

From: Cathy Vanderford

Re: Grand Jury Report

I am an x-Atcaa employee of 12+ years, Front Desk, and Outreach Coordinator, I currently serve on the Nexus Board.

I had a procedure on my heart last Thursday, and am unable to attend today's meeting

I have real questions about the upcoming (today??) Grand Jury Report on the Atcaa complaints against Nexus. I was called to testify ONLY a few months ago... but this has been 'under investigation' for 2 years... why? .. I actually know the answer to that one... A friend, at Atcaa, happened to see the list of people Atcaa personnel dept had put together upon direction from the Grand Jury.... MANY names were missing, mine included.

So, one of the un-included called Grand Jury Forman, and asked if he wouldn't like additional names. He took them, called us, but only called SOME of us in...others, who were scheduled, were cancelled. One, in particular, had hard evidence of Atcaa wrong doing.

I went, but was surprised/shocked/stunned at the treatment I received... The Forman was nice, but asked long, winding questions without any clear question among all the 'words'...

There was one 'lady' who was obnoxious, hard, I almost felt threatened, who totally misunderstood my answers, and twisted an email I gave them, into a total misrepresentation, refusing to LISTEN to my explanation. I asked the Forman, and received permission to email a clarification, so I could set the record straight, but I am still uncomfortable with that.

If, IF, a piece of evidence could (possibly?) be used either way, and you have a (respectable) citizen, *under oath*, (me) telling you the truth, and honestly believing the TRUTH was being sought, and came forward with evidence.... WHY on earth would you try to twist that to anything else?

The Forman had told me when we set up my appointment, I could tell them what I thought was important, whatever I wanted. But, when they were done, I asked to pick up my cell phone, (where I had a brief list of points I had wanted to make), that 'lady' firmly, in a louder voice, said I was done, that I was not there to complain about Atcaa, and began gathering up her papers, signaling to me I was done.

It was my understanding a Grand Jury Investigation is just that, an *investigation* where you call ALL employees, especially those employees who had lived thru "the drama" of Atcaa's reaction to Lori Halvorson, and Tara Parker giving notice of their leaving. Why didn't that happen in a timely manner?

Why has this investigation taken 2 years? Why was there an Atcaa employee on the Grand Jury the first year?

Does ANYONE in the process ever think about the kids that have been served? Who need continued service?

As the person who did most of the Outreach for Atcaa, from the Sacramento Capital, to TSPN, to Service Clubs, to Sororities all over our County, promoting the newest, fastest growing department at Atcaa (Youth), why was I suddenly not allowed to have those program flyers on my counter, available to the

Cathy Vanderford

From: "Raymond Mumolo" <rmumolo@amadorgrandjury@gmail.com>
To: "Cathy Vanderford" <lilaclady@volcano.net>; "Robert Laughton" <blaught@amadorgrandjury@gmail.com>
Sent: Saturday, March 04, 2017 6:09 PM
Subject: Re: Clarification

Cathy,

Thank you for the follow up and thorough clarification. While I cannot comment any further, it is appreciated.

Best regards,

Ray Mumolo
Foreperson Pro-Tem
Amador County Civil Grand Jury
Cell (209) 256-7925

"E-MAIL CONFIDENTIALITY NOTICE: The contents of this e-mail message and any attachments are intended solely for the addressee(s) and contains California Grand Jury Confidential and/or legally privileged information. You are admonished not to disclose any information herein, except to the Superior Court of California, or with permission from the Court or Grand Jury."

On Sat, Mar 4, 2017 at 2:23 PM, Cathy Vanderford <lilaclady@volcano.net> wrote:

Thank you Ray, and all Grand Jury Members, for an opportunity to finish speaking.

First of all, I consider myself still under oath, as I write this, and also under the admonishment I signed, and swore to on 2-27-17

I want to say first, I was prepared to give testimony and what I considered evidence of ATCAA' s wrong doing... and was surprised and confused by the number of questions that seem to indicate that Nexus had done something inappropriate.

Other questions seemed confusing to me, and were hard to answer, and between being nervous, my son was having a challenging event at the same time, so my mind wasn't at it's best. I hope I was clear, and concise, but am pretty sure I was not.

So, please allow me to MAKE SURE you at least understand that email I gave you....First of all, Craig was still there, when I left in May, months after his "notice". One of his Amador offices was in the file room, which had an open top wall between payroll and him. I hope when you interview Joan Finney and Angie Ervin that you ask them if they overheard his telephone conversations.....***which is what I was referring to in my January 21 2015 email conversation with Shelly where I said "and I am thinking, some of us may have already overheard such conversations"... I was talking about them overhearing Craig on the phone.***

Again, it does not make sense to me, that if Craig (quoting Shelly now, in January 22, 2017 same email thread) where she said " there is nothing that would preclude Craig from competing to be a water hauler if no longer employed by ATCAA". The County of Tuolumne

gave ATCAA that contract, he was leaving to start his own water hauling business.

So, when I ended my conversation with her, I said "just needed to tell you it "feels" unethical".... I CLEARLY (to myself, but perhaps, not to Amy,) meant why does ATCAA treat people differently, as suits *their* preferences?

Had that been the only unethical thing ATCAA did, I would not have mentioned it... but it was becoming increasingly obvious, some people got preferential treatment. And the whistle blowers got harassed. ADMIN was moving money and discussing the "justification" of that. Personnel was speaking of confidential matters. "Some" employees were allowed to work from home, others not. Jerry's death was something I discussed with Sherriff Ryan, and he suggested looking into a civil suit. (Jerry's wife opted not to), but Shelly threw us an "ice cream social" on the day of his memorial viewing. Labor laws were broken. Holly's dismissal, with pay/ then without pay / then into a lawsuit on items Shelly clearly approved is unbelievable....even one Dad was harassed when asked for his daughters records...in the front lobby. Did Patty speak freely about my disability? Yes. Did she break client confidentiality in the front hallway? Yes. Were there problems prior to Nexus forming? Yes, but after that it was worse ...so much worse I can't even explain it....except it was like living in the story of "Emperor's New Clothes"... so much was wrong, but we were supposed to overlook it, and just HATE the Nexus folks who had done such great things for ATCAA, and more importantly our Amador County kids! It doesn't make sense to me still, and not treating people equally still feels "unethical". Please know that is my honest intention in that email.

Summary... Again, as the person directly across the hallway from Lori and Tara's office, I think if anything improper was going on, I would have known it. I saw/heard no such things. I walked freely into their office, and when door was closed, I knocked a quick knock and walked in immediately, there was never any "shuffling/hiding papers" or hanging up of phones, nor was I ever asked to leave.

I believe firmly all employees should follow all the rules at all the time. And Management should enforce rules equally.

One more clarification... Shelly was in charge of my Outreach activities...altho, not my Supervisor, I went directly to her on a number of matters. And Amy also also asked me if there was any evidence of my going to Shelly to tell her "ATCAA was "in trouble"... Shelly herself spoke of it in a Staff Meeting. Ask others.

I would recommend, if there is any *evidence* of ATCAA wrongdoing, I believe Angie Ervin would be the one to have it, she presented Shelly with several inappropriate actions that had occurred under Shelly's regime on the day Angie left.

Thank you Again.
Catherine L. Vanderford

AGENDA TRANSMITTAL FORM

<input checked="" type="radio"/>	Regular Agenda
<input type="radio"/>	Consent Agenda
<input type="radio"/>	Blue Slip
<input type="radio"/>	Closed Session
Meeting Date Requested:	
<u>06/27/2017</u>	

To: Board of Supervisors

Date: 06/21/2017

From: Richard M. Forster, Supervisor District II
(Department Head - please type)

Phone Ext. x470

Department Head Signature _____

Agenda Title: County Service Area 3

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

Discussion and possible action regarding disposition of CSA #3 cash accounts.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____

Committee Recommendation: _____

Comments: _____

Request Reviewed by:

Chairman _____

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 6/27/17

Time _____

Item # 13

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

Ayes: _____ Resolution _____ Ordinance _____ Other: _____

Noes _____ Resolution _____ Ordinance _____

Absent: _____ Comments: _____

Distributed on _____

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

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ATTEST: _____
 Clerk or Deputy Board Clerk

Completed by _____

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GREGORY GILLOTT
County Counsel

JENNIFER MAGEE, DEPUTY
GRACE PAK, DEPUTY
ANGELA CREACH, PARALEGAL
JULIE BROWN, LEGAL SECRETARY

MEMORANDUM

TO: Board of Supervisors
FROM: Greg Gillott
County Counsel
DATE: June 22, 2017
RE: CSA 3 Cash Accounts

CSA 3, was initially formed on March 31, 1970 as a dependent special district of the County. It was established in connection with the approval of development projects in the Lake Camanche area. At some point after establishment, the County accepted and operated water and wastewater systems within the CSA. In 1996, the County issued Improvement Bonds in order to finance certain infrastructure improvements within the CSA, and the properties within the CSA were assessed annually to repay those bonds.

By agreement in 2001, AWA took over providing operations, maintenance, administration and accounting and billing for the CSA's water and wastewater systems, and in 2003, the County transferred ownership of all water and wastewater related assets to AWA for operation and maintenance including all property, equipment and specified account balances. Following the transfer of assets in 2003, the only remaining function of the CSA was to collect assessments due from owners of parcels in CSA 3 encumbered by the Bonds and use the funds to pay for the debt service on the bonded indebtedness. Those bonds were paid in full in late 2016.

Recently, AWA staff has inquired of the Auditor's Office as to the disposition of certain cash accounts associated with CSA 3: 101488 "CSA 3 Improv Assess Dist" and 101489 "Bond Reserve Account." AWA's inquiry is based on their assumption that the funds would be transferred to AWA on the premise that the funds should go toward supporting the water/wastewater system now controlled and operated by AWA. As of May, account 101488 contained approximately \$431,134 and account 101489 contained approximately \$202,594.

Since neither I nor County Auditor Tacy Rouen was involved in any of the underlying transactions, there has been some uncertainty as to the appropriate disposition of the cash accounts. However, at this point, the most definitive indication of how the funds should be disbursed is contained in the Asset Transfer Agreement executed by the County and AWA in 2003. That Agreement provides a description of each fund and specifies where those funds should ultimately go at the time the Bonds are repaid. However, my understanding is that AWA staff, and current and former County officials may have a different understanding of the appropriate disposition of those funds and intend to express those opinions at the meeting.

Memorandum

TO: Board of Supervisors
DATE: June 22, 2017
PAGE: 2

The 2003 Agreement, however, provides the following, which is set forth in Section 2.08 describing the accounts to be transferred to AWA:

The Accounts do not include Cash Accounts 101488 and 101489, which are to be retained by County and are excluded from the assets to be transferred pursuant to this Agreement. The parties acknowledge that Cash Account 101488 consists of a clearing account used to accumulate assessment payments from individual property owners prior to making installment payments on the outstanding water improvement bonds referenced in Section 5.01 below, and Cash Account 101489 consists of monies from County's Water Development Fund that were set aside to guarantee the repayment of a portion of those water improvement bonds. Upon repayment of the water improvement bonds, any amounts remaining in Cash Accounts 101488 or 101489 will be returned to County's Water Development Fund.

And again in Section 4.2, describing assets that are not to be transferred to AWA that are to remain County property:

Cash Accounts 101489 and 101490 on the books of County's Auditor-Controller. The parties acknowledge that County's Water Development Fund set aside the original principal sum of \$119,000 in Cash Account 101489 in order to guarantee repayment of the Bonds (defined below). County also uses Cash Account 101488 to accumulate assessment payments made by individual property owners from time to time and to make installment payments on the Bonds from that account. All funds in Cash Accounts 101488 and 101489 shall remain the property of County and shall continue to be set aside to guarantee repayment of the Bonds. Upon repayment of the Bonds, any amounts remaining in Cash Accounts 101488 or 101489 shall be returned to County's Water Development Fund.

Based on the above-quoted language in the Agreement, it appears fairly clear that the funds in account 101489 came from the Water Supply Fund and therefore should be returned. However, even with the description in the Agreement for the funds in account 101488, it is not exactly clear when those funds were paid or for what specific purpose.

The Auditor's Office would appreciate clear direction from the Board regarding the disposition of the cash accounts. If the Board would like staff to conduct any further investigation, that direction could be given as well.

Attachments:

2003 Asset Transfer Agreement
Memo and BOS Minutes from 2001 regarding surplus assets from CSA 4 (Martell)
Fund 4800 CSA 3 Balance Sheet dated 5/17/2017

ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT (this "Agreement") is entered into effective as of September 23, 2003 by and between AMADOR COUNTY ("County"), a political subdivision of the State of California, and AMADOR WATER AGENCY ("Water Agency"), a public agency created by the Amador Water Agency Act (Chapter 95 of West's Annotated California Water Code-Appendix), a special act of the Legislature of the State of California.

RECITALS

A. County has established County Service Areas 1, 2, 3, and 4 (individually a "CSA" and collectively the "CSAs") in certain areas of the county in order to provide, among other services, water supply and sewage disposal in those certain geographic areas of the county through the operation of water and sewer systems (collectively, the "Systems"). The Systems are more particularly identified on Exhibit A attached and incorporated by this reference.

B. On or about June 28, 2001 County and Water Agency entered into an agreement (the "Operations Agreement") pursuant to which Water Agency performed the operations, maintenance, administration, accounting and billing for the Systems.

C. Pursuant to paragraph 8 of the Operations Agreement, County and Water Agency agreed to transfer the assets and liabilities of the Systems to Water Agency, upon completion of which Water Agency will be the owner of the Systems and will be legally responsible for the operation of the Systems and for performing all of the duties and obligations of an owner and operator with respect to the Systems.

NOW, THEREFOR, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the parties represent, warrant, covenant and agree as follows:

1. Transfer of Assets. At the Closing (defined below), and subject to all of the terms and conditions of this Agreement, County shall assign, convey, transfer and deliver to Water Agency, and Water Agency shall acquire, assume and accept from County, certain of the assets of the Systems, as defined more fully in Section 2.

2. Description of the Assets to be Transferred. The assets to be transferred under this Agreement (the "Assets") shall consist of all of the assets owned by County in connection with ownership and operation of the Systems, except for the Excluded Assets (as defined and enumerated in Section 4 below). All of the Assets are to be conveyed free and clear of all liens, charges and encumbrances, except as otherwise provided under this Agreement. County makes no representations or warranties regarding the condition of the Assets being transferred to Water Agency and expressly disclaims any express or implied warranties, including but not limited to the warranty of merchantability or fitness for a particular purpose. The Assets are being

transferred in an "As-Is" condition as of the Closing. The Assets to be transferred include, without limitation, the following:

2.01 Real Property. Those certain parcels of land (the "Land") and all improvements thereon (the "Improvements"), and all easements or other appurtenances thereto (collectively, the "Real Property") owned by County in connection with operation of the Systems, as described more fully on Schedule 2.01(A) through (D) of Exhibit B attached and incorporated by this reference.

2.02 Rights of Entry. County's interest under all rights of entry or similar agreements (the "Rights of Entry") covering real property used by County in connection with the operation of the Systems, as described more fully on Schedule 2.02 of Exhibit B attached and incorporated by this reference.

2.03 Personal Property Assets. All personal property assets owned by County and used on or about the Real Property or in connection with the operation of the Systems (the "Personal Property Assets"), including without limitation all equipment, machinery, tools, spare parts, furniture, fixtures, computers, computer programs, and all other personal property assets of County, as described more fully on Schedule 2.03 of Exhibit B attached and incorporated by this reference.

2.04 Equipment Leases. County's interest under all leases or similar agreements (the "Equipment Leases") covering personal property, fixtures, machinery and/or equipment used in connection with the operation of the Systems (the "Leased Assets"). A list of the Leased Assets is included as Schedule 2.04 of Exhibit B attached and incorporated by this reference.

2.05 Contracts. All of County's interests in the contracts or agreements (the "Contracts") described on Schedule 2.05 of Exhibit B attached and incorporated by this reference.

2.06 Inventory. The inventory of raw materials, tools, spare parts, office supplies, chemicals, and the like (collectively, the "Inventory") used in connection with the operation of the Systems, whether on the Real Property or elsewhere, as of the Closing. A list of the types of items constituting the current Inventory (as of September 11, 2003) is set forth in Schedule 2.06 of Exhibit B attached and incorporated by this reference. Schedule 2.06 shall be supplemented and updated prior to the Closing to reflect the types of items of Inventory on hand as of the Closing.

2.07 Real Property Leases. County's interest under all leases covering real property used or to be used in connection with the operation of the Systems (the "Real Property Leases"), as described more fully on Schedule 2.07 of Exhibit B attached and incorporated by this reference.

2.08 Accounts. The amounts existing as of the Closing in each of the operations accounts and the replacement/reserve accounts (collectively, the "Accounts") for each of the CSAs on the books of the Auditor/Controller of County. As of September 11, 2003, the amounts in those accounts are as shown on Schedule 2.08 of Exhibit B attached and incorporated by this reference. Schedule 2.08 shall be

supplemented and updated prior to the Closing to reflect the balances in the Accounts as of the Closing.

The Accounts do not include Cash Accounts 101488 and 101489, which are to be retained by County and are excluded from the assets to be transferred pursuant to this Agreement. The parties acknowledge that Cash Account 101488 consists of a clearing account used to accumulate assessment payments from individual property owners prior to making installment payments on the outstanding water improvement bonds referenced in Section 5.01 below, and Cash Account 101489 consists of monies from County's Water Development Fund that were set aside to guarantee the repayment of a portion of those water improvement bonds. Upon repayment of the water improvement bonds, any amounts remaining in Cash Accounts 101488 or 101489 will be returned to County's Water Development Fund.

2.09 Permits. County's interest in all permits, licenses or other approvals issued by any governmental agency or authority (the "Permits") relating to the Systems or the Real Property that are currently in force and that are transferable to Water Agency. Such transferable Permits are included in the list of all permits, licenses or other approvals issued by any governmental agency or authority relating to the operation of the Systems or the Real Property set forth in Schedule 2.09 of Exhibit B attached and incorporated by this reference.

2.10 Records. Such files, records, customer accounts, and other documents (or copies thereof) in the possession of County and related to the Real Property or to the conduct and/or operation of the Systems (the "Records") as Water Agency shall request; provided, however, that County may retain the originals or copies of such records as it deems desirable to maintain continuity in the records of the Board of Supervisors and the Public Works Agency, as long as copies thereof are provided to Water Agency.

2.11 Plans. Blueprints, plans and the like related to the Systems in the possession of County (the "Plans and Maps"). A list of the Plans and Maps (as of September 11, 2003) is set forth on Schedule 2.11 of Exhibit B attached and incorporated by this reference.

2.12 Customer Accounts Receivable. All customer accounts receivable for each of the CSAs. As of July 1, 2003 Water Agency will post all revenues directly to the appropriate Water Agency Improvement District account set up for each CSA in accordance with the letter attached hereto as Schedule 2.12 of Exhibit B and incorporated by this reference.

2.13 Deposits. County's interest in any customer deposits or deposits with utilities or the like (the "Deposits") that are listed on Schedule 2.13 of Exhibit B attached and incorporated by this reference.

2.14 Other Intangibles. All telephone numbers used in connection with the operation of the Systems, and all other intangibles, if any, that are part of or used in connection with the operation of the Systems.

2.15 Later-Discovered Assets. All Assets of any nature, whether identified in this Agreement or not, that are now known or later discovered and that are used in connection with the ownership and operation of the Systems, except to the extent any such Asset may be expressly excluded from transfer by the terms of this Agreement ("Later-Discovered Assets"). After the Closing, if either party becomes aware of a Later-Discovered Asset, it shall so inform the other party within ten (10) days of the discovery. Within sixty (60) days after the date of such notice, County shall transfer such Later-Discovered Asset to Water Agency by an appropriate document of conveyance.

3. Assumption of Liabilities. At the Closing, Water Agency shall assume all of the liabilities of County in connection with the ownership of the Assets and the operation of the Systems (collectively, the "Liabilities") except for the Excluded Liabilities (as defined and enumerated in Section 5 below). The Liabilities shall include without limitation the following:

3.01 Accounts Payable. Accounts payable created in the ordinary course of business. As of July 1, 2003, Water Agency will post all expenses directly to the appropriate Water Agency Improvement District account set up for each CSA in accordance with the letter attached hereto as Schedule 2.12 of Exhibit B and incorporated by this reference.

3.02 Accrued Operating Expenses. Obligations of County, if any, for accrued operating expenses. As of July 1, 2003 Water Agency will post all expenses directly to the appropriate Water Agency Improvement District account set up for each CSA in accordance with the letter attached hereto as Schedule 2.12 of Exhibit B and incorporated by this reference.

3.03 Obligations under the Rights of Entry, Equipment Leases, Contracts, and Real Property Leases. Accrued amounts due, if any, and post-Closing obligations under the Rights of Entry, Equipment Leases, Contracts, and Real Property Leases.

3.04 Regulatory Obligations. Obligations under any Permits or orders of any regulatory authority with jurisdiction over the Real Property or the Systems. A list of the currently operative Permits and orders of any such regulatory authority (as of September 11, 2003) is shown on Schedule 3.04 of Exhibit C attached and incorporated by this reference. Schedule 3.04 shall be supplemented and updated prior to the Closing to reflect the operative Permits and orders of any such regulatory authority as of the Closing.

3.05 Claims. Any loss, damage, liability or expense in connection with or related in any manner to any known or unknown claim, suit, action, arbitration, or legal proceeding concerning the CSAs or the Systems pending, threatened against or affecting County, the Assets, the contracts and leases listed on Schedules 2.02, 2.04 and 2.05 of Exhibit B, or the operation of the Systems (individually a "Claim" and collectively the "Claims"), including without limitation Claims that have accrued prior to the date hereof but have not yet been asserted against County, subject, however, to the provision of Section 5.02 below. A list of the pending and unasserted Claims known to County (as of September 11, 2003) is set forth on Schedule 3.05 of Exhibit C

attached and incorporated by this reference. Schedule 3.05 shall be supplemented and updated prior to the Closing to reflect additional known Claims as of the Closing.

3.06 Later-Discovered Liabilities. Any Liability of any nature, whether identified in this Agreement or not, that is now known or later discovered that arises in connection with or is related in any manner to the ownership and operation of the Systems, except to the extent any such Liability may be expressly excluded from transfer by the terms of this Agreement ("Later-Discovered Liabilities"). After the Closing, if either party becomes aware of a Later-Discovered Liability, it shall so inform the other party within ten (10) days after the date of the discovery. Within sixty (60) days after the date of such notice, County shall transfer such Later-Discovered Liability to Water Agency by an appropriate conveyance document.

4. Excluded Assets. The following assets (the "Excluded Assets") shall not be transferred to Water Agency but shall remain the property of County:

4.01 Certain real property in CSA 4 in the vicinity of Airport Road upon which a sewage detention pond is located.

4.02 Cash Accounts 101489 and 101490 on the books of County's Auditor-Controller. The parties acknowledge that County's Water Development Fund set aside the original principal sum of \$119,000 in Cash Account 101489 in order to guarantee repayment of the Bonds (defined below). County also uses Cash Account 101488 to accumulate assessment payments made by individual property owners from time to time and to make installment payments on the Bonds from that account. All funds in Cash Accounts 101488 and 101489 shall remain the property of County and shall continue to be set aside to guarantee repayment of the Bonds. Upon repayment of the Bonds, any amounts remaining in Cash Accounts 101488 or 101489 shall be returned to County's Water Development Fund.

4.03 Certain real property in CSA 1 more particularly described as follows (for Sheriff's Office substation): The west 100 feet of Parcel A of Silver Lake Pines Subdivision Unit 3, as delineated and set forth on that certain official map thereof filed for record on December 5, 1973, in Book 4 of Subdivision Maps, Page 12, Records of Amador County.

4.04 Certain real property in CSA 1 more particularly described as follows (abandoned well lot being transferred to Sierra Highlands Homeowners Association by County):

(a) Parcel One: Lot 105 of Sierra Highlands Subdivision Unit No. 2, according to the official map thereof recorded in Book 1 of Subdivision Maps, at Page 53, Office of the County Recorder, Amador County, California. (A.P.N. 033-340-015-000).

(b) Parcel Two: All of that certain non-exclusive right-of-way for the purpose of maintaining and using a water pipeline (as more particularly described as Parcel No. 2 in that certain Grant Deed from FKV Development Co., Inc., as grantor, to Pioneer, Pine Grove and Volcano County Water District, a political subdivision, recorded on July 7, 1964, in Book 132, Page 114, Official Records of

Amador County, California) that lies within Lot 106 of Sierra Highlands Subdivision Unit No. 2, according to the official map thereof recorded in Book 1 of Subdivision Maps, at Page 53, Office of the County Recorder, Amador County, California.

5. Excluded Liabilities. Water Agency shall not be liable for the following (the "Excluded Liabilities"), which shall remain the responsibility of County:

5.01 Any obligations of County pursuant to that certain bond issue dated August 13, 1996 for Improvement Bonds County of Amador, County Service Area No. 3 Assessment District, Series 1996-A (the "Bonds") issued in connection with construction of certain water facilities in CSA 3. County shall continue to collect all assessment amounts due from owners of parcels in CSA 3 encumbered by the Bonds and take all necessary legal action in connection with such collection activities, and shall continue to be responsible in all respects for the payment of the debt service on the indebtedness associated with the Bonds.

5.02 Any Claims by third parties arising from events occurring before the Closing, except where caused by acts or omissions of Water Agency; provided, however, that County shall be reimbursed for any insurance coverage deductible or any payment to third parties in settlement of any claim that is not covered by County's insurance.

6. Representations and Warranties of County. County represents and warrants to Water Agency as follows:

6.01 Status of County. County is a political subdivision of the State of California and is authorized to own and convey properties, and to own, operate and transfer the Systems.

6.02 Real Property, Rights of Entry, Personal Property, Equipment Leases, Contracts and Inventory. To the best of County's knowledge, Schedules 2.01 through 2.06 of Exhibit B contain a complete and accurate listing of all Real Property, equipment, furniture, inventory, and all other personal property assets owned by, in the possession of, or used by County in connection with the operation of the Systems. To the best of County's knowledge, no personal property used by County in the operation of the Systems is held under any lease, security agreement, conditional sales contract or other security arrangement except as set forth on Schedule 2.04 of Exhibit B. To the best of County's knowledge, each right of entry or lease listed on Schedules 2.02 and 2.04 of Exhibit B and each contract listed on Schedule 2.05 is in full force and effect, is enforceable in accordance with its terms, has not been amended or modified, and is freely transferable and assignable to Water Agency. To the best of County's knowledge, County is not in default of any right of entry or lease listed on Schedule 2.02 or 2.04 or any contract listed on Schedule 2.05 of Exhibit B.

6.03 Assets Used in Connection with the Systems. To the best of County's knowledge, the Assets constitute all of the assets and interests in assets that are used in the operation of the Systems.

6.04 Marketable Title. Except for the effect of the contracts, rights of entry and leases listed in Schedules 2.02, 2.04 and 2.05 of Exhibit B, County, to the

best of its knowledge, has good and marketable title to all of the Assets and all of the Assets are, or will be as of the Closing Date, free and clear of all mortgages, liens, pledges, charges, encumbrances, or other claims or restrictions, except for those Assets that are transferred to Water Agency by quitclaim deed.

6.06 Litigation. To the best knowledge of County, Schedule 3.05 of Exhibit C is a true and complete listing of any suit, action, arbitration or legal proceeding concerning the CSAs or the Systems pending or threatened against or affecting County, the Assets, the contracts and leases listed on Schedules 2.02, 2.04 and 2.05 of Exhibit B, or the operation of the Systems. County is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality except as set forth on Schedule 3.04 of Exhibit C.

6.07 Authority and Consent. County has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons or governmental entities are necessary for the execution, delivery and performance of this Agreement by County, except such approvals or consents as have been obtained. The execution and delivery of this Agreement by County and the performance by County of its obligations hereunder have been duly authorized by all necessary action. This Agreement is a valid and binding obligation of County, enforceable in accordance with its terms.

6.08 No Conflict. The execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement do not violate any statutory obligation or duty of County or breach, to the best of County's knowledge, any lease, license, contract or other agreement by which County or County's properties are bound.

6.09 No Other Bond Issues. There are no bond issues affecting the CSAs or the Systems other than the Bonds.

7. Representations and Warranties of Water Agency. Water Agency represents and warrants to County as follows:

7.01 Status of Water Agency. Water Agency is a special district formed under the authority of the Amador Water Agency Act (Chapter 95 of West's Annotated California Water Code-Appendix), and is authorized to own and convey properties, and to own and operate the Systems.

7.02 Authority and Consent. Water Agency has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons or governmental entities are necessary for the execution, delivery and performance of this Agreement by Water Agency except as have been obtained. The execution and delivery of this Agreement by Water Agency and the performance by Water Agency of its obligations hereunder have been duly authorized by all necessary action. This Agreement is a valid and binding obligation of Water Agency, enforceable in accordance with its terms.

7.03 No Conflict. The execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement do not violate any statutory obligation or duty of Water Agency or breach, to the best of Water Agency's knowledge, any lease, license, contract or other agreement by which Water Agency or Water Agency's properties are bound.

8. Conditions Precedent to Closing.

8.01 Formation of Water Agency Improvement Districts. The parties acknowledge that Water Agency has completed the process of forming separate Water Agency Improvement Districts under the authority set forth in Section 95-14.2 of West's Annotated California Water Code-Appendix for each CSA listed on Exhibit A. Formation shall be effective upon the Closing.

8.02 Consent of United States Department of Agriculture. The parties acknowledge that the water improvements constructed with the proceeds of the Bonds cannot be transferred without the consent of the Department of Agriculture Rural Development. In the event that such consent has not been received by the projected closing date, the Closing (defined below) shall be continued until such consent is received.

9. Closing Date. The closing of the transfer of the Assets and assumption of the Liabilities as set forth in this Agreement (the "Closing") is currently projected to take place on September 25, 2003 or at such other time as may be mutually agreed to by the parties in writing, subject to paragraph 8.02 above. At the Closing, County shall:

9.01 Deed. Convey the Real Property to Water Agency by grant deed or quitclaim deed, as applicable. All Real Property conveyed to County by grant deed shall be conveyed to Water Agency by grant deed; all other Real Property shall be conveyed to Water Agency by quitclaim deed.

9.02 Personal Property. Convey title to the Assets described in subsections 2.03, 2.06, 2.08, 2.10, 2.11, 2.12, 2.13 and 2.14 above by means of an instrument of transfer in the form of Exhibit D attached and incorporated by this reference, executed by County in favor of Water Agency assigning and conveying such Assets to Water Agency.

9.03 Contracts, Leases and Permits. Assign to Water Agency those assets described in subsections 2.02, 2.04, 2.05, 2.07 and 2.09 above by means of one or more assignment and assumption agreements in substantially the form of Exhibit E attached and incorporated by this reference.

10. Post-Closing Obligations of Water Agency.

10.01 Provision of Services. Water Agency shall provide service within the boundaries of each CSA (and also, in the case of CSA 4, within the area shown on Attachment II to that certain Contract for Sewage Treatment Plant Capacity dated October 31, 2000 between County and the City of Sutter Creek, referred to herein as the "Sutter Creek Contract") on the basis of: (1) the availability of water supply and

sewage treatment and disposal capacity and the availability of water and sewer facilities, including but not limited to facility capacity; (2) other reasonable terms and conditions of service which may vary depending on the particular development; (3) Water Agency rules and regulations governing water and sewer service; and (4) applicable law. Water Agency shall not refuse to provide service within such boundaries on the basis of the type, location, and intensity of the land use so long as the above bases for providing service are satisfied.

10.02 Assumption of Liabilities. From and after the Closing, Water Agency shall operate the Systems and shall be legally responsible for performing all of the duties and obligations of an owner and operator with respect to the Systems and any assets transferred to Water Agency by County contemplated by this Agreement. In that regard, Water Agency shall take all necessary steps to assure that the Permits are transferred and that Water Agency is the recognized owner and operator of the Systems or, alternatively, that Water Agency shall apply for and obtain all necessary permits from regulatory agencies that are required to operate the Systems.

10.03 Change of Account Owner for Utilities. As soon as practicable following the Closing, Water Agency shall change ownership of all utility accounts for the Systems from County to Water Agency (including, without limitation, telephone, gas, electric, telecommunications, and utility charges from the City of Sutter Creek for sewage treatment).

10.04 Utilization of Sewage Capacity under the Sutter Creek Contract. Water Agency covenants and agrees that the existing sewage capacity rights of 80,000 gallons per day and whatever additional sewage capacity rights the Water Agency secures under the Sutter Creek Contract, up to a total maximum of 499,000 gallons per day, shall be used only within the broader Martell area, as defined in the Sutter Creek Contract, notwithstanding any changes to Water Agency's improvement district boundaries after the date of this Agreement, or any modifications of the Sutter Creek Contract by the parties thereto, unless Water Agency has obtained the prior written approval of County for use of such capacity rights in other areas.

11. Post-Closing Obligations of County.

11.01 CSA 3 Water Improvement Bonds. County shall continue to collect all assessment amounts due from owners of parcels in CSA 3 encumbered by the Bonds. County shall take any and all action necessary to see that such amounts are paid, and pay the debt service on the bonded indebtedness.

11.02 Notice to Regional Water Quality Control Board. In accordance with the requirements of the California Regional Water Quality Control Board, Central Valley Region ("RWQCB"), County shall provide to Water Agency formal notification of the existence of Waste Discharge Requirements Order No. 5-01-033 for CSA 3, and shall forward to RWQCB a copy of such notification.

11.03 Payment of Service and Other Charges for County Facilities. Notwithstanding the assignment by County and assumption by Water Agency of any of the Contracts, County shall be liable for and pay Water Agency's rates, charges, assessments and fees for service to County facilities. Such rates, charges,

assessments and fees shall reflect Water Agency's costs of providing service, including but not limited to operation, maintenance and repair costs, and capital facility replacement and improvement costs incurred by the Water Agency, as well as such costs as are charged to Water Agency by others, such as the City of Sutter Creek under the above-referenced Contracts.

12. Indemnification. Except for the Excluded Liabilities set forth in Section 5, from and after the Closing Water Agency shall indemnify, defend and hold harmless County, its officers, employees and agents from any claim, fine, penalty, cause of action, demand, suit, loss, judgment, obligation, liability, cost or expense (including but not limited to court, arbitration or administrative hearing costs and reasonable attorneys' fees and expert witness fees) of whatever kind or nature, contingent or otherwise, known or unknown, including but not limited to those incurred under or imposed by any provision of federal, state, or local law or regulation, or common law, pertaining to health, safety, or environmental protection (individually a "Claim" and collectively the "Claims") arising out of or connected in any manner with the ownership and operation of the Systems.

13. Miscellaneous.

13.01 Entire Agreement. This Agreement, its Exhibits and all other documents contemplated by this Agreement constitute the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties regarding the subject matter contained herein. The captions on the various sections of this Agreement shall not affect the meaning of any of its provisions.

13.02 Modification; Waiver. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the respective governing boards of the parties. No waiver of any provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the governing body of the party making the waiver.

13.03 Counterparts. This Agreement may be executed in one or more counterparts or duplicate copies, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13.04 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or by reason of this Agreement on, any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provisions give any third persons any right of subrogation or action over and against any party to this Agreement.

13.05 Assignment. This Agreement shall be binding on, and shall inure to, the benefit of the parties to it and their respective heirs, legal representatives, successors and assigns.

13.06 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given at the following times: (a) on the date of service if served personally on the party to whom notice is to be given; (b) on the date of service if transmitted by facsimile during normal business hours; (c) on the day after deposit if deposited with an overnight express courier service for next day delivery; or (d) on the second day after mailing if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid and properly addressed as follows:

County: Board of Supervisors
500 Argonaut Lane
Jackson, CA 95642

Copy to: John F. Hahn, County Counsel
500 Argonaut Lane
Jackson, CA 95642

Water Agency: Board of Directors
12800 Ridge Road
Sutter Creek, CA 95685-9639

Copy to: Stephen A. Kronick, Esq.
Bartkiewicz, Kronick & Shanahan, APC
1011 Twenty-Second Street
Sacramento, CA 95816-4907

Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

13.07 Further Assurances. The parties, at any time before or after the Closing, shall execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by the other party and will take any other action consistent with the terms of this Agreement that may reasonably be requested by the other party.

13.08 Survival of Representations. All representations and warranties of the parties contained in this Agreement or in any instrument, certificate, opinion or other writing provided for in this Agreement, shall survive the Closing. Representations and warranties, the inaccuracy of which was known by the beneficiary of such representations or warranties prior to the Closing, shall not survive the Closing.

13.09 Severability. If any provision of this Agreement is held to be unenforceable for any reason, the enforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and shall be enforceable in accordance with its terms.

13.10 Governing Law and Forum Selection. This Agreement shall be construed in accordance with and governed by the laws of the State of California. The state courts of California shall have exclusive jurisdiction over any judicial

proceedings relating to any dispute arising out of the interpretation, performance or breach of this Agreement.

13.11 Recitals and Exhibits. The recitals and exhibits contained in and attached to this Agreement are hereby made a part of this Agreement.

13.12 Ambiguities. This Agreement has been negotiated at arm's length and among persons sophisticated and knowledgeable in the matters dealt with in this Agreement. Each party had the benefit of legal advice from experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date set forth opposite their signatures.

Date: September 29, 2003

COUNTY OF AMADOR, a political subdivision of the State of California

By *Louis A. Burtano*
Chairman, Board of Supervisors

Approved as to form:
John F. Hahn, County Counsel

Attest:
Mardell Anderson, Clerk of the Board of Supervisors

By *William J. Shanahan, Deputy*

By *Jennifer Burns* Deputy

Date: October 1, 2003

AMADOR WATER AGENCY, a public agency created by the Amador Water Agency Act

By *Richard D. Moore*
President, Board of Directors

Approved as to form:
Bartkiewicz, Kronick & Shanahan, APC

Attest:

By *Stephen A. Kronick*
Stephen A. Kronick

Kimberly A. Foma
Clerk, Board of Directors

EXHIBIT A: SYSTEMS TO BE TRANSFERRED

County Service Area No. 1: The distribution of water to the subdivisions of Silver Lake Pines, Tiger Creek Estates, and Sierra Highlands, and the operation of a community leachfield for disposal of sewage for seven (7) lots in Tiger Creek Estates.

County Service Area No. 2: The distribution of water to Unit 1 of Mace Meadows Subdivision.

County Service Area No. 3: The distribution of water from three wells to customers in Units 1, 3A, and 6 of Lake Camanche Village, and operation of a sewer system (collection, pumping to a treatment plant, and disposal by spray irrigation) for customers in Unit 6.

County Service Area No. 4: The collection of sewage in Martell and Westover Field, and pumping to the City of Sutter Creek for treatment.

EXHIBIT B: ASSETS TO BE TRANSFERRED

SCHEDULE 2.01(A)

Real Property – CSA 1

REAL PROPERTY OWNED IN FEE (including improvements)

PARCEL ONE

Lot 9 (Sewage Disposal Parcel) as shown on Subdivision Map No. 54 of Tiger Creek Estates, filed for record on November 6, 1995 in Book 7 of Subdivision Maps and Plats, Pages 10 through 14.
(A.P.N. 033-290-016-000) (community leachfield)

PARCEL TWO

Lot 196-A of SIERRA HIGHLANDS SUBDIVISION UNIT NO. 4, according to the Official Map thereof filed for record in the Office of the County Recorder of Amador County, in Book 2 of Subdivision Maps, Page 70.

SUBJECT TO: covenants, conditions, restrictions, reservations, rights of way and easements of record.

The covenants, conditions and restrictions contained in the Declaration of Restrictions recorded February 24, 1969 in Book "181" of Official Records, Page 379, Records of Amador County; and Amended Declaration recorded March 25, 1969 in Book "182" of Official Records, Page 199, Records of Amador County, are hereby incorporated and made a part hereof as though fully set forth herein.
(A.P.N. 033-510-007-000) (tank)

PARCEL THREE

A parcel of land situated in the County of Amador, State of California, being a portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 22, Township 7 North, Range 13 East, Mount Diablo Meridian, more particularly described as a circular parcel of land with a radius of fifteen (15.00) feet, the center of which is an 8 inch well casing located South $04^{\circ} 03' 48''$ East 119.43 feet distant from the Southeast corner of Lot 79 of Silver Lake Pines Unit 1B, as said lot is shown and so designated upon the official map of said Silver Lake Pines Unit 1B, recorded in the office of the Recorder of Amador County in Book 3 of Subdivision Maps at Pages 71, et seq.

TOGETHER WITH an easement for the purpose of constructing, maintaining and replacing a water line and appurtenances on, over, under and through a strip of land of the uniform width of ten (10.00) feet, the centerline of which is more particularly described as follows:

Beginning at a point on the south line of the hereinabove referred to Lot 79 of Silver Lake Pines Unit 1B, from which point the Southeast corner of said Lot 79 bears

South 89° 26' 21" East 20.00 feet distant; thence, from said point of beginning, South 04° 18' 51" East 50.58 feet; thence South 19° 41' 31" East 73.17 feet to the center of the hereinabove referred to 8-inch well casing.
(A.P.N. 033-530-011-000) (Alpine 1 well)

PARCEL FOUR

A parcel of land situated in the County of Amador, State of California, being a portion of the South ½ of the Northeast ¼ of Section 22, Township 7 North, Range 13 East, Mount Diablo Meridian, being also a portion of that certain parcel of land conveyed to Kenneth Whitnack, by instrument recorded in the office of the Recorder of Amador County in Book 344 of Official Records, at page 128, more particularly described as follows:

Beginning at a point on the West line of the above referred to Whitnack property, said point also being on the East line of that certain parcel of land delineated and designated "PARCEL 2 3.14 Acres" upon that certain map entitled "RECORD OF SURVEY PROPERTY OF MALCOLM G. WOOLRIDGE et al.," and recorded in the office of the Recorder of Amador County in Book 9 of Maps and Plats, at page 27, from which point a steel rod tagged R.C.E. 11591, found marking the Southeast corner of said 3.14-acre parcel of land, bears South 01° 20' 10" West 405.64 feet distant; thence, from said point of beginning, along said West line, North 01° 20' 10" East 100.00 feet; thence, leaving said West line, South 88° 39' 50" East 110.00 feet; thence South 01° 20' 10" West 100.00 feet; thence North 88° 39' 50" West 110.00 feet, to the point of beginning, containing 0.25 acres of land, more or less.
(A.P.N. 033-530-019-000) (Alpine 2 tank)

PARCEL FIVE

That certain well lot lying within the exterior boundaries of Lot 34 as delineated on Plat of Silver Lake Pines Unit 1A, filed for record on August 4, 1970, in Book "3" of Subdivision Maps, Page 33, Records of Amador County.
(A.P.N. 033-561-004-000) (well lot)

PARCEL SIX

That certain well lot lying within the exterior boundaries of Lot 36 as delineated on Plat of Silver Lake Pines Unit 1A, filed for record on August 4, 1970, in Book "3" of Subdivision Maps, Page 33, Records of Amador County.
(A.P.N. 033-562-001-000) (well lot)

PARCEL SEVEN

That certain well lot lying within the exterior boundaries of Lot 226 as delineated on Plat of Sierra Highlands Unit No. 5, filed for record on June 18, 1971, in Book "3" of Subdivision Maps at Page 64, Records of Amador County.
(A.P.N. 033-571-007-000) (well lot)

PARCEL EIGHT

That certain well lot lying within the exterior boundaries of Lot 231 as delineated on Plat of Sierra Highlands Unit No. 5, filed for record on June 18, 1971, in Book "3" of Subdivision Maps at Page 64, Records of Amador County.
(A.P.N. 033-571-011-000) (well lot)

PARCEL NINE

Tank Lot Amador County Service Dist. 198-O.R.065 of Silver Lake Pines – Unit 1B as shown and so designated upon the official map thereof recorded in the office of the Recorder of Amador County in Book 3 of Subdivision Maps at page 73.

TOGETHER WITH:

A parcel of land situated in the county of Amador, State of California, being a portion of Lot 79 of Silver Lake Pines – Unit 1B as shown and so designated upon the official map thereof recorded in the office of the Recorder of Amador County in Book 3 of Subdivision Maps at page 73; being more particularly described as follows:

Beginning at the Southwest corner of the hereinabove referred to Lot 79, being also the Northwest corner of that certain parcel of land delineated and designated "TANK LOT AMADOR COUNTY SERVICE DIST. 198-O.R.-65", upon the hereinabove referred to official map; thence, from said point of beginning, along the West line of said Lot 79, North 00° 33' 39" East 50.00 feet; thence, leaving said West line, South 89° 26' 21" East 50.00 feet; thence, south 00° 33' 39" West 50.00 feet to the Northeast corner of the hereinabove referred to Tank Lot; thence, along the North line of said Tank Lot, North 89° 26' 21" West 50.00 feet to the point of beginning.
(A.P.N. 033-590-019-000) (tank lot)

PARCEL TEN

Parcel A of Silver Lake Pines Subdivision Unit 3, as delineated and set forth on that certain official map thereof filed for record on December 5, 1973, in Book 4 of Subdivision Maps, Page 12, Records of Amador County.

EXCEPTING the west 100 feet thereof (the east line of said 100-foot parcel to be parallel with the west line labeled "S 06°08'34" E," and 100 feet distant therefrom).
(A.P.N. 033-653-001-000) (open space)

PARCEL ELEVEN

Well lot 1 of Silver Lake Pines Subdivision Units 3, 4 and 5 as delineated and set forth on that certain official map thereof filed for record on December 5, 1973, in Book 4 of Subdivision Maps, Page 12, Records of Amador County.
(A.P.N. 033-653-002-000) (well lot)

PARCEL TWELVE

Parcel B of Silver Lake Pines Subdivision Units 3, 4 and 5 as delineated and set forth on that certain official map thereof filed for record on December 5, 1973, in Book 4 of Subdivision Maps, Page 12, Records of Amador County.
(A.P.N. 033-671-008-000) (open space)

PARCEL THIRTEEN

Well lot 2 of Silver Lake Pines Subdivision Units 3, 4 and 5 as delineated and set forth on that certain official map thereof filed for record on December 5, 1973, in Book 4 of Subdivision Maps, Page 12, Records of Amador County.
(A.P.N. 033-682-006-000) (well lot)

EASEMENTS

All of the County's interest in those certain non-exclusive easements dedicated for public utility purposes (water and sewer) as shown on the following maps recorded in the Office of the Recorder, Amador County, California:

Book 2 of Subdivision Maps, Pages 70 through 73
Book 3 of Subdivision Maps, Pages 33 through 36
Book 3 of Subdivision Maps, Pages 64 through 68
Book 3 of Subdivision Maps, Pages 71 through 73
Book 4 of Subdivision Maps, Pages 4 through 12

FIXTURES

Pipelines (water)
Pipelines (sewer)
Water storage tanks
Valves
Fire hydrants
Service lines to meterboxes
Meterboxes and meters
Fences

Wells
Standby wells
Pumps
Wastewater control panels
Septic tank and leachfield lines
Wastewater lift stations
Water pump stations

SCHEDULE 2.01(B)
Real Property -- CSA 2

REAL PROPERTY OWNED IN FEE (including improvements)

PARCEL ONE

Lot 79A (Water Storage Lot) as shown on Plat of Mace Meadows Unit No. 1, filed for record on April 10, 1964 in Book 1 of Subdivision Maps, Pages 36 through 37, Records of Amador County.
(A.P.N. 033-200-002-000) (wooden tank lot)

PARCEL TWO

Lot 83A (Pump Lot) as shown on Plat of Mace Meadows Unit No. 1, filed for record on April 10, 1964 in Book 1 of Subdivision Maps, Pages 36 through 37,, Records of Amador County.
(A.P.N. 033-200-007-000) (well and pump lot)

PARCEL THREE

A parcel of land situated in the County of Amador, State of California, consisting of 0.22 acres and designated as "Tank Lot", as said lot is shown and so designated upon the official map of Mount Crossman Estates, recorded on August 7, 1984 in the Office of the Recorder of Amador County in Book 5 of Subdivision Maps at Pages 22 through 23.

TOGETHER WITH an easement for access to said Tank Lot and for utility purposes on, over, under and through a strip of land of the uniform width of 15 (15.00) feet, lying along the northerly and easterly boundaries of Lot 4 of said Map.
(A.P.N. 032-048-006-000) (tank lot)

EASEMENTS

All of the County's interest in those certain non-exclusive easements dedicated for public utility purposes (water) as shown on the following maps recorded in the Office of the Recorder, Amador County, California:

Book 1 of Subdivision Maps, Pages 36 through 37
Book 5 of Subdivision Maps, Pages 22 through 23

Book 45 of Maps and Plats, Pages 14 through 15
Book 49 of Maps and Plats, Pages 98 through 99

FIXTURES

Pipelines (water)
Water storage tanks
Valves
Fire hydrants
Service lines to meterboxes
Meterboxes and meters
Fences
Wells
Standby wells
Pumps
Water pump stations

SCHEDULE 2.01(C)
Real Property – CSA 3

REAL PROPERTY OWNED IN FEE (including improvements)

Lake Camanche Unit No. 1

PARCEL ONE

Pump Station B as said parcel is designated and delineated on the map entitled Lake Camanche Village Unit 1, filed for record March 31, 1970 in Book 3 of Subdivision Maps, page 8, Amador County records.
(A.P.N. 003-061-013-000) (pump station lot)

PARCEL TWO

Pump Station E as said parcel is designated and delineated on the map entitled Lake Camanche Village Unit 1, filed for record March 31, 1970 in Book 3 of Subdivision Maps, page 8, Amador County records.
(A.P.N. 003-122-001-000) (pump station lot)

PARCEL THREE

Pump Station D as said parcel is designated and delineated on the map entitled Lake Camanche Village Unit 1, filed for record March 31, 1970 in Book 3 of Subdivision Maps, page 8, Amador County records.
(A.P.N. 003-251-009-000) (pump station lot)

PARCEL FOUR

Parcel CC Well Site as said parcel is designated and delineated on the map entitled Lake Camanche Village Unit 1, filed for record March 31, 1970 in Book 3 of Subdivision Maps, page 8, Amador County records.
(A.P.N. 003-390-010-000) (well #7)

PARCEL FIVE

Parcel AA Well Site as said parcel is designated and delineated on the map entitled Lake Camanche Village Unit 1, filed for record March 31, 1970 in Book 3 of Subdivision Maps, page 8, Amador County records.
(A.P.N. 003-410-007-000) (well #8)

Lake Camanche Unit No. 3A

PARCEL ONE

Parcel "A" and Parcel "B" as said Parcels are shown and so designated on that certain Record of Survey of a portion of Section 28, Township 5 North, Range 9 East, Mount Diablo Meridian, filed for record in the Office of the Recorder of Amador County on May 28, 1982 in Book 35 of Records of Survey at page 90.

TOGETHER WITH a non-exclusive right of way and easement as set forth on that certain Record of Survey of a portion of Section 28, Township 5 North, Range 9 East, Mount Diablo Meridian, filed for record in the Office of the Recorder of Amador County on May 28, 1982 in Book 35 of Records of Survey at page 90.
(A.P.N. 003-480-010-000, 003-480-011-000) (well #9 and tank)

PARCEL TWO

Lot 835 of Lake Camanche Village No. 3A, according to the official map thereof filed for record on December 8, 1970 in Book 3 of Subdivision Maps, at page 37, Amador County Records.

(A.P.N. 003-620-004-000) (lot received in return for change in general plan designations of other property)

Lake Camanche Unit No. 6

PARCEL ONE

Parcel H as designated and delineated on the map entitled: "LAKE CAMANCHE VILLAGE UNIT NO. 6", filed for record February 19, 1971, in Book of Subdivision Maps, at Page 48, Amador County Records.
(A.P.N. 003-662-002-000) (Pump Station A)

PARCEL TWO

Parcel "I", as designated and delineated on the map entitled Lake Camanche Village, Unit No. 6, filed for record February 19, 1971 in Book 3 of Subdivision Maps, page 53, Amador County Records.
(A.P.N. 003-682-007-000) (Pump Station B)

PARCEL THREE

Parcel "J", as designated and delineated on the map entitled Lake Camanche Village, Unit No. 6, filed for record February 19, 1971 in Book 3 of Subdivision Maps, page 53, Amador County Records.
(A.P.N. 003-702-009-000) (Pump Station C)

PARCEL FOUR

Parcel "L", as designated and delineated on the map entitled Lake Camanche Village, Unit No. 6, filed for record February 19, 1971 in Book 3 of Subdivision Maps, page 53, Amador County Records.
(A.P.N. 003-740-001-000) (well #12)

PARCEL FIVE

Parcel "M", as designated and delineated on the map entitled Lake Camanche Village, Unit No. 6, filed for record February 19, 1971 in Book 3 of Subdivision Maps, page 53, Amador County Records.
(A.P.N. 003-740-003-000) (well #6)

PARCEL SIX

All that portion of PARCEL 4, as said parcel is shown on that certain map entitled "RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT" filed for record in the office of the Amador County Recorder on November 26, 1991 in Book 45 of Maps and Plats at page 97, designated as "(REMAINDER) PROPOSED WATER RESOURCES LOT 0.452 ACRES."
(A.P.N. 003-740-011-000) (maintenance building)

PARCEL SEVEN

Parcel "K", as designated and delineated on the map entitled: "LAKE CAMANCHE VILLAGE UNIT NO. 6", filed for record February 19, 1971, in Book 3 of Subdivision Maps, at Page 48, Amador County Records.
(A.P.N. 003-752-004-000) (Pump Station D)

PARCEL EIGHT

All that certain real property situate in the County of Amador, State of California, described as follows:

All those portions of Sections 26 and 35, Township 5 North, Range 9 East, Mount Diablo Meridian, described as the following three (3) parcels of land:

PARCEL EIGHT-A

All that certain parcel of land shown and designated "Water Treatment and Disposal Area 21.09 Acres" on that certain Record of Survey of "A portion of Sections 26 and 35, Township 5 North, Range 9 East, Mount Diablo Meridian", filed for record in the Office of the Recorder of said County and State in Book 30 of Maps of Plats at page 18 and consisting of two (2) sheets, more particularly

described as follows: Beginning at the most Southerly corner of the hereby described parcel of land; thence, from said point of beginning North 46° 57' 15" East 29.23 feet; thence, along the arc of a tangent curve to the right concave to the Southeast, having a radius of 380.00 feet an arc length of 20.69 feet, said arc of said curve being subtended by a central angle of 03° 07' 08"; thence, North 43° 02' 45" West 260.56 feet; thence, North 12° 22' 24" East 228.42 feet; thence, North 59° 54' 48" West 224.70 feet; thence, North 71° 27' 57" West 182.46 feet; thence, North 85° 04' 01" West 337.25 feet; thence, South 89° 08' 59" West 212.45 feet; thence, South 65° 30' 51" West 257.30 feet; thence, South 44° 35' 49" West 266.35 feet; thence South 00° 15' 38" East 338.14 feet; thence, South 41° 28' 57" East 364.20 feet; thence, North 79° 53' 35" East 455.00 feet; thence, North 86° 35' 21" East 115.30 feet; thence, North 61° 49' 34" East 140.84 feet; thence, North 46° 57' 15" East 440.00 feet; thence, South 43° 02' 45" East 260.00 feet to the point of beginning, and containing 21.09 Acres of land, more or less.

(A.P.N. 003-420-097-000) (wastewater treatment plant)

PARCEL EIGHT-B

All that certain parcel of land described as follows: Beginning at the Southerly terminous of that certain course shown as "North 00° 15' 38" West 338.14 feet, said course being the West line of that certain parcel of land shown and designated "Water Treatment and Disposal Area 21.09 Acres" on that certain Record of Survey of "A portion of Sections 26 and 35, Mount Diablo Meridian," filed for record in the Office of the Recorder of said County and State in Book 30 of Maps and Plats at page 18, and consisting of two (2) sheets; thence, from said point of beginning, North 00° 15' 38" West 338.14 feet along last said West line; thence, leaving said West line, South 43° 36' 38" West 88.07 feet; thence, South 12° 47' 28" East 281.35 feet, to the point of beginning, and containing 0.24 Acres of land, more or less.

(A.P.N. 003-420-098-000) (wastewater treatment plant)

PARCEL EIGHT-C

The East one-half of the Northeast one-quarter of Section 26 as said East one-half is shown on that certain Record of Survey of "A Portion of Sections 26 and 35" filed for record in the office of the Recorder of said County and State in Book 30 of Maps and Plats at page 18 and consisting of two (2) sheets, more particularly described as follows: Beginning at the corner common to Sections 23, 24, 25 and 26 of said township and range; thence, from said point of beginning, South 00° 31' 13" East along the line common to said Sections 25 and 26, a distance of 2670.25 feet to the one-quarter corner common to said Sections 25 and 26; thence, along the line common to the Northeast one-quarter and the Southeast one-quarter of said Section 26, North 88° 43' 32" West 1320.68 feet to the center East one-sixteenth corner of said Section 26; thence, North 00° 23' 24" West along the line common to the East one-half and the West one-half of said Northeast one-quarter of said

Section 26, a distance of 2661.07 feet to the East one-sixteenth corner on the line common to said Sections 23 and 26; thence, along last said common line, South 89° 07' 03" East 1314.36 feet to the point of beginning and containing 80.60 acres of land, more or less.

(A.P.N. 003-420-114-000 and 003-420-115-000) (future disposal site)

TOGETHER WITH the following six (6) rights-of-way and easements, on, over, under and across the following described parcels of land, said rights-of-way and easements to be non-exclusive:

RIGHT-OF-WAY AND EASEMENT NO. 1:

A strip of land of the uniform width of twenty (20.00) feet, lying ten feet on each side of the following described centerline: Beginning at the Southeast corner of Parcel B as said Parcel is shown and so designated on Parcel Map No. 1182, filed for record May 8, 1973 in Book 22 of Parcel Maps at page 70, Amador County Records, said corner being on the North right-of-way line of County Road No. 88; thence, from said point of beginning North 06° 04' 42" East 347.26 feet; thence, North 10° 06' 25" West 286.71 feet to a point designated "Point B" for future reference hereinafter and the terminal point of the hereby described centerline.

RIGHT-OF-WAY AND EASEMENT NO. 2:

A strip of land of the uniform width of forty (40.00) feet, lying twenty feet on each side of the following described centerline: Beginning at a point from which the hereinabove designated "Point B" bears North 79° 53' 35" East 10.00 feet distant; thence, from said point of beginning North 79° 53' 35" East 297.04 feet; thence, along the arc of a tangent curve to the left, concave to the North an arc length of 59.20 feet, subtended by a central angle of 09° 41' 28" and a radius of 350.00 feet; thence, tangent to last said curve North 70° 12' 07" East 216.63 feet; thence, along the arc of a tangent curve to the left, concave to the Northwest an arc length of 133.15 feet, subtended by a central angle of 21° 47' 47" and a radius of 350.00 feet to a point designated "Point C" for future reference hereinafter; thence, continuing along the arc of a tangent curve to the left, concave to the Northwest an arc length of 8.86 feet, subtended by a central angle of 01° 27' 05" and a radius of 350.00 feet; thence, tangent to last said curve North 46° 57' 15" East 472.67 feet; thence, North 43° 02' 45" West 30.00 feet to the terminal point of the hereby described centerline.

RIGHT-OF-WAY AND EASEMENT NO. 3:

A strip of land of the uniform width of twenty (20.00) feet, lying ten feet on each side of the following described centerline: Beginning at a point from which the hereinabove designated "Point C" bears North 41° 35' 39" West 20.00 feet distant; thence, from said point of beginning South 41° 35' 39" East 193.84 feet to a point designated "Point D" for future reference hereinafter and the terminal point of the hereby described centerline.

RIGHT-OF-WAY AND EASEMENT NO. 4:

A strip of land of the uniform width of thirty-five (35.00) feet, lying seventeen and one-half (17.50) feet on each side of the following described centerline: Beginning at the hereinabove designated "Point D"; thence South 41° 35' 39" East 70.00 feet to the terminal point of the hereby described centerline.

RIGHT-OF-WAY AND EASEMENT NO. 5:

All that certain parcel of land described as follows: Beginning at a point on the line common to the Northeast one-quarter and the Southeast on-quarter of Section 26, Township 5 North, Range 9 East, Mount Diablo Meridian from which the East one-quarter corner of said Section 26 bears south 88° 43' 32" East 1290.68 feet distant; thence, from said point of beginning along said common line North 88° 43' 32" West 371.72 feet; thence, South 01° 16' 28" West 49.60 feet to a point hereby designated "Point A" for future reference hereinafter; thence; continuing South 01° 16' 28" West 11.40 feet; thence, South 88° 43' 32" East 263.49 feet; thence South 00° 23' 24" East 6.00 feet; thence, South 88° 43' 32" East 110.00 feet; thence, North 00° 24" West 67.00 feet to the point of beginning.

RIGHT-OF-WAY AND EASEMENT NO. 6:

A strip of land of the uniform width of twenty (20.00) feet, lying ten feet on each side of the following described centerline: Beginning at the hereinabove designated "Point A"; thence from said point of beginning South 62° 37' 25" West 594.56 feet; thence, South 77° 26' 30" West 159.83 feet; thence, South 27° 00' 30" West 297.65 feet; thence, South 10° 14' 15" East 97.51 feet; thence, South 25° 35' 55" East 108.81 feet; thence, South 41° 18' 40" East 284.67 feet; thence, South 27° 10' 40" East 260.39 feet to the terminal point of the hereby described centerline.

OTHER EASEMENTS AND SIMILAR RIGHTS

An easement for purposes of ingress and egress to and from a sewage pump station operated by Amador County Service Area No. 3, over a portion of Section 35, Township 5 North, Range 9 East, M.D.B.&M., Amador County, California and also being a portion of Lot 6-5 of Lake Camanche Village Unit 6, recorded in Book 3 of Subdivisions at page 56 on file in the office of the Amador County Recorder, being a 12-foot strip of land, more particularly described as follows:

Beginning at the most northwesterly corner of said Lot 6-5 marked by a ¾ inch iron pin tagged L.S. 3482 and also being on the south right of way line of Lakeview Drive.

Thence South 79° 23' 56" East, along the south right of way line of Lakeview Drive a distance of 12.00 feet.

Thence leaving the south right of way line of Lakeview Drive
South 10° 52' 41" West, a distance of 289.72 feet.

Thence North 89° 18' 39" West, along the south line of said Lot 6-5, a
distance of 12.19 feet to a ¾ inch iron pin tagged L.S. 3482 and also
being the southwest corner of said Lot 6-5.

Thence North 10° 52' 41" East, along the west line of said Lot 6-5, a
distance of 289.72 feet to the point of beginning, containing 0.080 acres
more or less.

All of the County's interest in those certain non-exclusive rights of way and easements
dedicated for public utility purposes (water and sewer pipes) as shown on the following
maps recorded in the Office of the Recorder, Amador County, California:

Book 3 of Subdivisions Maps, Pages 8 through 23
Book 3 of Subdivision Maps, Pages 53-63

FIXTURES

Pipelines (water)
Pipelines (sewer)
Water storage tanks
Valves
Fire hydrants
Service lines to meterboxes
Meterboxes and meters
Fences
Wells
Standby wells
Pumps
Wastewater control panels
Septic tank and leachfield lines
Wastewater lift stations
Water pump stations

SCHEDULE 2.01(D)
Real Property – CSA 4

EASEMENTS FROM THIRD PARTIES

County's interest in the following documents as recorded in the Official Records of Amador County, California:

GRANTOR	DATE OF RECORDATION	BOOK	PAGE
Berry, George	December 12, 1977	320	546
Bobodilla, Rosa Maria and Magdaleno C. (consent: Argonaut Title Company)	December 12, 1977 January 6, 1978	320 322	497 236
Broyles, Oren C. and Mildred	December 12, 1977	320	518
Casazza, Angelo and Theresa; Barbieri, Victoria	December 20, 1977 December 20, 1977	321 321	298 305
Chapin, Leslie (consent: American Securities Company)	December 12, 1977 January 6, 1978	320 322	585 261
Connolly Development, Inc. (consent: First Bankcorporation)	December 20, 1977 January 6, 1978	320 322	289 236
D'Amato, Nicholas H. and Marlyss M.	December 12, 1977	320	490
Duke, Alice M.	December 20, 1977	321	274
Ferrari, Dorothy	December 20, 1977 January 6, 1978	321 322	224 201
Ferrari, Dorothy	December 20, 1977 January 6, 1978	321 322	233 193
Ferrari, Dorothy (consent: Reuben and Thelma Griffith)	December 20, 1977 January 6, 1978 January 6, 1978 January 6, 1978	321 322 322 322	241 185 266 270
Garbarini, Ambrose (consent: Continental Auxiliary)	December 12, 1977 January 6, 1978	320 322	525 231

Company)

Garamendi, Raymond, Mary Jane, John, and Patricia	December 12, 1977	320	532
Huffman, Phillip	December 12, 1977	320	560
Kearns, Richard S. and Lois B.	December 12, 1977	320	511
Kirkpatrick, John L. and Maxine L.	December 20, 1977	321	266
Kirkpatrick, John L. and Maxine L.	December 20, 1977	321	258
Kirkpatrick, Louise and Ferrari, Earl	December 20, 1977 January 6, 1978	321 322	249 217
La Belle, John A.	January 6, 1978	322	210
La Belle, Rosemarie	December 12, 1977	320	504
(consent: Martin Ryan and Sheldon Johnson)	January 6, 1978	322	247
Tiquet, Abel and Dorothy	December 12, 1977	320	553
Valencia, Ezekiel and Margaret	December 20, 1977	321	282
(consent: American Securities Company)	January 6, 1978	322	242

EASEMENT FROM COUNTY

An easement ten (10) feet in width for the use, repair, maintenance and reconstruction, if necessary of a wastewater transmission line serving Westover Field and adjoining facilities, as more particularly described in such easement.

FIXTURES

Pipelines (sewer)
Valves
Fences
Pumps
Wastewater control panels
Wastewater lift stations

EXHIBIT B: ASSETS TO BE TRANSFERRED

SCHEDULE 2.02

Rights of Entry

CSA 1

None

CSA 2

None

CSA 3

Right of Entry for temporary spray irrigation purposes adjacent to wastewater treatment facility, granted by Wayne J. Shotwell on January 16, 2001.

CSA 4

None

EXHIBIT B: ASSETS TO BE TRANSFERRED

SCHEDULE 2.03

Personal Property Assets

CSA 1

Desk, storage unit, other office furniture

Ladder

All other items of personal property (including without limitation hand tools, office supplies, and similar items) owned by County and used in connection with the operation and maintenance of the CSA 1 facilities in accordance with that certain Agreement Between Amador Water Agency and Amador County Concerning County Service Area Operations and Systems dated June 28, 2001.

CSA 2

All items of personal property (including without limitation hand tools and similar items) owned by County and used in connection with the operation and maintenance of the CSA 2 facilities in accordance with that certain Agreement Between Amador Water Agency and Amador County Concerning County Service Area Operations and Systems dated June 28, 2001.

CSA 3

Aluminum boat

Generator and trailer

Portable pumps; other spare pumps

Chain saw

SCADA computer and accessories

Desk, shelving, storage unit

Line locator

Weedeater

Flow meters

All other items of personal property (including without limitation hand tools, office equipment and similar items) owned by County and used in connection with the operation and maintenance of the CSA 3 facilities in accordance with that certain

Agreement Between Amador Water Agency and Amador County Concerning County Service Area Operations and Systems dated June 28, 2001.

CSA 4

Portable generator and trailer

Ladder

All other items of personal property (including without limitation hand tools, office equipment, and similar items) owned by County and used in connection with the operation and maintenance of the CSA 4 facilities in accordance with that certain Agreement Between Amador Water Agency and Amador County Concerning County Service Area Operations and Systems dated June 28, 2001.

EXHIBIT B: ASSETS TO BE TRANSFERRED

SCHEDULE 2.04

Equipment Leases

CSA 1

None

CSA 2

None

CSA 3

None

CSA 4

None

EXHIBIT B: ASSETS TO BE TRANSFERRED

SCHEDULE 2.05

Contracts

1. Joint Agency Purchase Agreement, undated, among City of Jackson, City of Sutter Creek, City of Ione, and Amador County for purchase of hydraulic sewer cleaner, with attached Joint Agency Maintenance and Repair Agreement. (Approved by Amador County on May 31, 1994.)
2. Contract for Conveyance of Sewer Line dated February 27, 1989 between Amador County and City of Jackson.
3. Agreement Between the City of Jackson and County Service Area #4 for the City to Provide Wastewater Collection and Treatment for Certain Portions of CSA-4 dated June 4, 1991 between Amador County and City of Jackson.
4. Agreement Between the City of Jackson and County Service Area No. 4 for the Provision of Wastewater Collection for the Argonaut Heights Fire Station dated August 14, 1995.
5. Contract for Sewage Treatment Plant Capacity dated October 31, 2000 between City of Sutter Creek and Amador County.
6. Agreement dated May 22, 1979, as amended by that certain Amendment to 1979 Agreement dated as of December 7, 1992 and Second Amended Sewage Agreement (Airport and Surrounding Facilities) dated February 29, 2000.

EXHIBIT B: ASSETS TO BE TRANSFERRED

SCHEDULE 2.06

Inventory

CSA 1

All items of inventory (including without limitation office supplies, parts, chemicals, and similar items) owned by County and used in connection with the operation and maintenance of the CSA 1 facilities in accordance with that certain Agreement Between Amador Water Agency and Amador County Concerning County Service Area Operations and Systems dated June 28, 2001.

CSA 2

All items of inventory (including without limitation office supplies, parts, chemicals, and similar items) owned by County and used in connection with the operation and maintenance of the CSA 2 facilities in accordance with that certain Agreement Between Amador Water Agency and Amador County Concerning County Service Area Operations and Systems dated June 28, 2001.

CSA 3

All items of inventory (including without limitation office supplies, parts, chemicals, and similar items) owned by County and used in connection with the operation and maintenance of the CSA 3 facilities in accordance with that certain Agreement Between Amador Water Agency and Amador County Concerning County Service Area Operations and Systems dated June 28, 2001.

CSA 4

All items of inventory (including without limitation office supplies, parts, chemicals, and similar items) owned by County and used in connection with the operation and maintenance of the CSA 4 facilities in accordance with that certain Agreement Between Amador Water Agency and Amador County Concerning County Service Area Operations and Systems dated June 28, 2001.

EXHIBIT B: ASSETS TO BE TRANSFERRED

SCHEDULE 2.07

Real Property Leases

Lease dated September 18, 1979 between Bendix Forest Products Corporation, a Delaware corporation, as "Lessor," and County of Amador as "Lessee."

EXHIBIT B: ASSETS TO BE TRANSFERRED

SCHEDULE 2.08

Accounts

CSA 1 through CSA 4:

See attached Amador County Consolidated Balance Sheet dated 09/11/03.

SELECTION CRITERIA: genledgr.fund between "45000" and "49000"

ACCOUNT	TITLE	DEBITS	CREDITS
101001	PAYROLL CLEARING	.00	.00
101460	CSA 1 WATER OPERATION	176,574.03	.00
101462	CSA 1 REPLACEMENT RESERVE	50,863.61	.00
101463	CSA 1 IMPROVEMENT RESERVE	8,725.85	.00
101466	CSA 1 SEWER	1,520.51	.00
101470	CSA 2 WATER OPERATIONS	20,806.51	.00
101471	CSA 2 CAPITAL REPLACEMENT	119,492.06	.00
101473	CSA 2 IMPROVEMENT RESERVE	13,463.50	.00
101486	CSA 3 WATER OPERATIONS	8,822.64	.00
101481	CSA 3 SEWER OPERATIONS	9,265.85	.00
101482	CSA 3 CAPITAL	92,985.78	.00
101483	CSA 3 CAPITAL REPLACEMENT	101,733.01	.00
101484	CAPTL REPLCMNT RESRV FUND	410,861.08	.00
101486	CSA 3 WATER BUILDING FUND	59,201.62	.00
101488	CSA 3 IMPROV ASSESS DIST--	292,397.30	.00
101489	BOND RESERVE ACCOUNT --	263,408.63	.00
101490	CSA #4 SEWER OPERATIONS	8,298.56	.00
101491	CSA #4 IMPROVEMENT TRUST	28,955.12	.00
101493	CAPTL REPLCMNT RESRV FUND	631,097.65	.00
101494	CSA #4 DRAINAGE	35,830.50	.00
	TOTAL CASH & INVESTMENTS	2,214,310.81	.00
113002	DUE FROM OTHER FUNDS	.00	.00
	TOTAL DUE FROM OTHER FUNDS	.00	.00
111001	ACCOUNTS RECV INVOICED	19,261.15	.00
111002	ACCOUNTS RECEIVABLE OTHER	22,513.37	.00
111003	ACCOUNTS RECV UNINVOICED	.00	10,032.03
	TOTAL ACCOUNTS RECEIVABLE	41,774.52	10,032.03
115001	DEPOSITS WITH OTHERS	.00	.00
	TOTAL NET DEPOSITS WITH OTHERS	.00	.00
150610	LAND	3,444,992.66	.00
150621	LONG TERM ASSETS STR DEPR	.00	1,367,033.14
150625	SEWER ENGINEERING STUDY	339,785.78	.00
150626	ACCUM AMORT ENGR STUDY	.00	339,785.78
150630	LONG TERM ASSETS EQUIPMNT	187,242.23	.00
150631	LONG TERM ASSETS EQP DEPR	.00	134,765.17
150634	WATER METERS	.00	.00
150635	WATER METERS ACC DEPRECIA	.00	.00
150639	NET FIXED ASSETS	.00	.00
	TOTAL NET FIXED ASSETS	3,972,020.67	1,841,524.09
	TOTAL ASSETS	6,228,106.00	1,851,556.12
201002	DUE TO OTHER AGENCIES	.00	119,000.00
	TOTAL DUE TO OTHER AGENCIES	.00	119,000.00
202001	ACCOUNTS PAYABLE ACCRUAL	.00	124,036.39
202003	ACCOUNTS PAYABLE	.00	.00
203001	ACCOUNTS PAYABLE ACCRUAL	.00	.00
203002	LOANS PAYABLE	.00	.00

ACCOUNTING PERIOD: 3/04

SELECTION CRITERIA: genledgr fund between "45000" and "49000"

ACCOUNT	TITLE	DEBITS	CREDITS
TOTAL PAYABLES		00	124,036.39
220001	WARRANTS PAYABLE	.00	.00
TOTAL WAPFANTS PAYABLE		.00	.00
TOTAL LIABILITIES		.00	243,036.39
303001	RESERVE FOR WARRANTS OUTS	.00	.00
303002	IMPREST CASH RESERVE	.00	.00
303003	RESERVE DEPOS WITH OTHERS	.00	.00
303005	GENERAL RESERVE	.00	3,239.45
TOTAL UNAVAILABLE FUND BALANCE		.00	3,239.45
TOTAL AVAILABLE FUND BALANCE		.00	4,437,275.50
TOTAL BUDGETARY FUND BALANCE		2,255,676.00	.00
TOTAL APPROPRIATION CONTROL		.00	2,255,676.00
TOTAL REVENUE BUDGET CONTROL		00	00
TOTAL RESERVE FOR ENCUMBRANCES		.00	00
TOTAL ENCUMBRANCE CONTROL		.00	.00
TOTAL EXPENDITURE CONTROL		351,386.81	.00
TOTAL REVENUE CONTROL		.00	44,385.35
TOTAL EQUITIES		2,607,062.81	6,740,576.30
TOTAL REPORT		8,835,168.81	8,835,168.81

EXHIBIT B: ASSETS TO BE TRANSFERRED

SCHEDULE 2.09

Permits

CSA 1

None.

CSA 2

None.

CSA 3

Waste Discharge Requirements Order No. 5-01-033 adopted by the California Regional Water Quality Control Board, Central Valley Region, on January 26, 2001.

Monitoring and Reporting Program No. 5-01-033 adopted by the California Regional Water Quality Control Board, Central Valley Region, on January 26, 2001.

Cease and Desist Order No. 5-01-034 adopted by the California Regional Water Quality Control Board, Central Valley Region, on January 26, 2001, as revised in accordance with order adopted on September 5, 2003.

CSA 4

CalTrans Encroachment Permit for sewer line in State Highway 49 right of way from Airport Road to Ridge Road.

EXHIBIT B: ASSETS TO BE TRANSFERRED

SCHEDULE 2.10

Plans and Maps

CSA 1

CSA 1 Site Maps
CSA 1 Standard Details - Water
CSA 1 Storage Tank
CSA #1 Tiger Creek Estates Improvement Plans
CSA #1 Tiger Creek Estates Pumping Station
CSA #1 Tiger Creek Estates Rev.
CSA #1 Tiger Creek Water and Sewer Plan

CSA 2

CSA 2 Mason Court Road and Water Improvements
CSA 2 Site Plans - Mace Meadows, Mt. Crossman Estates
CSA 2 Water Line Improvements Plans

CSA 3

CSA 3 INTERTIE
CSA 3 Lake Camanche Village Units 1 and 2 Pumping and Distribution Facilities
CSA 3 Lake Camanche Village Units 3 and 4 Offsite Basins
CSA 3 Lake Camanche Village Water Line CSA #3
CSA 3 Pump Station
CSA 3 Sewer Plans
CSA 3 Sewer Pond
CSA 3 Water Treatment Facility Improvement Plans (Well 12)
CSA 3 WTP

NOTE: The following five boxes of plans and specifications for CSA 3 were given to Water Agency in March 2002:

- Box 1: CSA 3 Units 1, 2, 3A & 4:
1984: LVC Wastewater Mgt. Plan Units 1, 2, 3. & 4 by Allied Engrs.
1988: Units 1-4 Wastewater (Sewer) Assessments Dist.: Prelim. Design Report by Nolte & Associates.
1988: Contract/ss Sewer by Nolte.
1983: Prelim. Geologic & Soils Investigation by GRD.
1981: Initial Enviro. Assessment by Nolte & Assoc.
1981-95: Folder with misc. sewer "stuff"*
- Box 2: Misc. Water & Sewer
12/12/94: Water Supply Feasibility Study by SPH Assoc.
1994: Well water levels.
10/01: Sewer Lift Sta. Safeguard Plan by KASL Engrs.*

7/2/99: *Camanche Area Regional Water System by KASL Engrs.*
10/5/99: *Feasibility Study Regional Water by KASL Engrs.*
10/29/96: *Units 1 & 3A Water Quality Problem*

Box 3:

1994-94: *Water Treatment Plant.*
1995: *Inter-tie Project.*
1996: *Backflow Prevention Program.*
1996: *Contractor Claims.*

Box 4:

1/26/95: *WTP Specs.*
1987-94: *Well #10 Data.*
1997: *Well #12 Data WTP O&M.*

Box 5:

1995-2000: *Surface Water Supply Studies.*
1993: *Budget/Fees.*
2000: *Chlorine Emergency Procedures.*
1996: *Water System Schematic.*
1993: *Well #12.*
1990: *Maint. Notes.*
1987-2000: *Unit 6 Sewer Expansion.*
1999: *Neil O. Anderson & Assoc. Unit 6 Proposed Effluent Dam.*
1995-2001: *Misc. Letters & Notes; Quarterly Reports to LCVOA: Inspection Notes; Facility Improvement List; Dept. of Health Services Orders.*

CSA 4

CSA 4 First Baptist Church of Jackson Wastewater Plans
CSA 4 Jackson Trade Center Sewer Plans
CSA 4 Martell Collection System
CSA 4 Sewer - Jackson Trade Center
CSA 4 Hwy 49 Sewer Line Placement

EXHIBIT B: ASSETS TO BE TRANSFERRED

SCHEDULE 2.11

Handling of Customer Accounts Receivable

See letter dated July 2, 2003 from Michael J. Lee, Amador Water Agency Financial Services Manager, to Joe Lowe, Amador County Auditor/Controller.

A Public Agency



12800 RIDGE ROAD, SUTTER CREEK, CA 95685-9630

(209) 223-3018
FAX: (209) 257-5281

July 2, 2003

Mr. Joe Lowe
Amador County Auditor/Controller
500 Argonaut Lane
Jackson, CA 95642-9534

Dear Joe,

This letter is to confirm our administrative agreement regarding the operation and compensation of County Service Area Nos. 1, 2, 3, and 4. The Amador Water Agency has been operating and maintaining these CSA's since 2001 and billing the County for all services provided in accordance with our charge out rate schedule.

The transfer of these CSA's to the Agency has not been completed as of July 1, 2003, and it is the intent of both parties to complete the transfer process. Therefore, effective July 1, 2003, the Agency will continue to bill and collect all CSA revenue. We will not send received payments to the County and we will no longer prepare an itemized monthly statement for services provided.

We will post all revenue and expenses directly to the appropriate fund created to account for Improvement District activity (formerly County Service Areas). Our comprehensive general ledger and other reporting methods will provide the County adequate audit oversight.

If you have any questions or require any further information regarding this change, please call me at 257-5207.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Lee". The signature is written in a cursive style with a long horizontal stroke at the end.

Michael J. Lee
Financial Services Manager

cc: Jim Abercrombie, General Manager
Ann Barre, Accountant

EXHIBIT B: ASSETS TO BE TRANSFERRED

SCHEDULE 2.12

Deposits

CSA 1

None

CSA 2

None

CSA 3

None

CSA 4

None

SUNGARD PENTAVATION
 DATE: 04/10/2017
 TIME: 13:28:21
 SELECTION CRITERIA: genledger.fund='48000'
 ACCOUNTING PERIOD: 10/17

AMADOR COUNTY
 PRINT BALANCE SHEETS BY FUND

PAGE NUMBER: 1
 STATEMENT 1

ACCOUNT	TITLE	DEBITS	CREDITS
FUND - 48000 - CSA 3 1915 ACT ASSMT DIST			
101488	CSA 3 IMPROV ASSESS DIST	429,220.77*	
101489	BOND RESERVE ACCOUNT	202,303.24	
	TOTAL CASH & INVESTMENTS	631,524.01	.00
111013	INTEREST REC/YEAR END	764.06	.00
	TOTAL ACCOUNTS RECEIVABLE	764.06	.00
	TOTAL ASSETS	632,288.07	.00
201002	DUE TO OTHER AGENCIES	136.44	.00
	TOTAL DUE TO OTHER AGENCIES	136.44	.00
202001	ACCOUNTS PAYABLE ACCRUAL		30.00
	TOTAL PAYABLES	.00	30.00
204002	BONDS PAYABLE		696,326.00
	TOTAL LONG TERM DEBT	.00	696,326.00
	TOTAL LIABILITIES	136.44	696,356.00
303900	AVAILABLE FUND BALANCE		6,510.57
	TOTAL AVAILABLE FUND BALANCE	.00	6,510.57
	TOTAL BUDGETARY FUND BALANCE	.00	4,270.00
	TOTAL APPROPRIATION CONTROL	.00	77,230.00
	TOTAL REVENUE BUDGET CONTROL	81,500.00	.00
	TOTAL EXPENDITURE CONTROL	77,068.03	.00
	TOTAL REVENUE CONTROL	.00	6,625.97
	TOTAL EQUITIES	158,568.03	94,636.54
	TOTAL CSA 3 1915 ACT ASSMT DIST	790,992.54	790,992.54
	TOTAL REPORT	790,992.54	790,992.54

* This amount is supposed to go back to the Water Agency. However, prior Auditor, Joel Lowe, said that it is really up to the Board to decide to give it to AMA. Recently, I spoke with Richard Forster, who agrees that this money should be paid to the Water Agency.

⊗ This entire amount goes back to the Water Development Fund.

Water Fund 119,000.00
 100%
 Interest 85,503.24
 002
 # 202,503.24* ⊗

U**

Mr. Raymond stressed the need for both short-term and long-term funding plans, mentioning Proposition 12 funds and the Committee's recommendations that the entire \$150,000.00 be utilized for a single project. However, he added that he would encourage the Board to delay the assignment of those funds at this time as the March 2002 election may also provide additional funding for such a program under Proposition 40, which would provide the County with the option of \$1.2 million for funding such projects. He praised the commitment from the people in this County, as well as the cooperative relationships between the County and the Cities.

Discussion ensued, with Mr. Raymond fielding questions from Board members. Various issues were discussed, *i.e.* the formation of a JPA, prioritization of funding of future projects, *etc.* Mr. Raymond assured the Board that the Committee was totally behind the formation of a JPA, stating they felt it was in the best interest of the program. He also stated that he believes the Advisory Committee would be a good hearing base for projects and funding. He stated that there are numerous projects, and he does not have a single recommendation for the \$150,000.00 at this time. Mr. Raymond stressed that the Board's short term goal should be to get the program in place, with the long term goal to make a funding commitment for an Program Manager to oversee the program.

Ms. Russell also introduced Ms. Amanda Bohl from Amador County Voices for Families, stating Ms. Bohl has been an invaluable asset in this endeavor.

MOTION: It was moved by Supervisor Biagi, seconded by Supervisor Boitano, and unanimously carried to adopt the recommendations of the Recreation Advisory Committee as presented.

County Service Area No. 4: (2336/1A) Mr. John Hahn, County Counsel, stated that the bonds that had initially prompted this assessment have been paid off for some time, and even though there has been no debts for some time for those assessments, area residents continued paying into this fund, with those monies going into a surplus fund. He added that he reviewed this matter with the Administrative Committee (Supervisors Escamilla and Vinson) and they recommended the Auditor be directed to discontinue collecting the assessment funds from citizens in CSA 4. Mr. Hahn had presented his opinion on this matter to the Board by memorandum dated November 14, 2001. Mr. Hahn stated that, in his opinion, the Board should follow its 1976 resolution, No. 4215, and transfer the surplus monies from the redemption fund to a trust fund to be used only by the County for maintenance of the CSA No. 4 improvements. He added that even if the Water Agency takes over the fund, which is something that is currently being considered, it would be understood that the monies would be used only for the stated improvements. He added that Mr. Roderick Schuler, Public Works Agency Director, is in complete agreement with the use of these funds as well, as is the area resident who initially brought this issue to light.

Brief discussion ensued, resulting in the following action being taken:

MOTION: It was moved by Supervisor Boitano, seconded by Supervisor Vinson, and unanimously carried to utilize surplus assessment funds collected since 1976 for sewers in CSA No. 4 for maintenance or improvements of the subject Service Area.

1 MEMORANDUM

2 TO: Board of Supervisors
3 Pat Blacklock, CAO
4 Rod Schuler, Director of Public Works Agency
5 Joe Lowe, Deputy County Auditor
6 FROM: John F. Hahn, County Counsel
7 DATE: September 11, 2001
8 RE: Surplus Assessment Funds for CSA 4

9 **Background:** On December 21, 1976, the Board of Supervisors adopted Resolution No.
10 4215, entitled "A Resolution of Intention to Acquire and Construct Improvements" for the Martell
11 Wastewater Assessment District. Essentially, this assessment along with state and federal grants
12 provided the money for sewerage CSA No. 4 (Martell). Basic single family residential assessments
13 were \$672.77; assessments were larger for larger or more intensively used parcels. The per-
14 residence assessment was small because, from my memory, 75 percent of the cost of the project
15 came from state and federal grants. The assessments carried an annual interest rate of 7% and had
16 a term of 30 years. They were issued pursuant to the Improvement Bond Act of 1915.

17 Assesseees were given a choice: the assessment could be paid over time and at the rate set
18 forth above with a lien on their property securing payment. The other choice was to pay the
19 assessment off in cash. Of the total assessment of \$171,991.12, \$54,553.10 was paid in cash, leaving
20 a balance of assessments owed in 1976 of \$117,438.02. The federal Farmers Home Administration
21 ("FHA"), by prearrangement, bought all the assessment bonds.

22 In the spring of 1989 the FHA allowed the remaining assesseees (through the County) to pay
23 off their remaining balances for 29 cents on the dollar or, in other words, to eliminate 100% of their
24 remaining assessments by paying 29% of the amount then owing to FHA. Most of the remaining
25 assesseees took advantage of that offer but some did not and continued to pay the assessments. The
26 amount collected from the assesseees and paid to FHA, together with the amount paid in cash at the
27 time of the original assessment, retired the entire debt to FHA (although I don't yet understand the
28 arithmetic). In any event, there is no debt, no bonds owing to FHA, and there has not been any since

1 1989. Nevertheless, the outstanding assessments have continued to be collected until now. Liens
2 remain on the property for the unpaid assessments.

3 Issues: John Andreason is an owner, either as an individual or as a representative of a
4 business entity, of a parcel in Martell which is still subject to an assessment. He requested that the
5 County stop collecting his assessment since there was no debt for the assessment to repay. He
6 approached County Auditor John Kirkpatrick on this issue and Kirkpatrick informed Mr. Andreason
7 that he, Kirkpatrick, had become the owner of an assessed property in CSA No.4 after 1989 and was
8 in the same position as Mr. Andreason. Mr. Kirkpatrick recused himself from working on this issue.
9 Mr. Andreason brought the issue to the attention of Chairman Rich Escamilla and CAO Patrick
10 Blacklock and from there it filtered down to me.

11 The issue presents two questions: 1. Should the outstanding assessments continue to be
12 collected? [Answer: no]. 2. What should be done with the accumulated bond fund of \$27,086.31?
13 [Return the money to post-1989 assessees]. Currently the CSA No. 4 bond fund has a surplus
14 balance of \$27,086.31 accumulated from assessments. The total unpaid outstanding assessments are
15 \$13,895.61.

16 1. Should the outstanding assessments continue to be collected? Circumscribing the
17 Board's discretion in this matter is Streets and Highways Code section 8885, part of the Bond
18 Improvement Act of 1915, that was adopted in 1979, after Resolution No. 4215 was adopted. That
19 section states in full:

20 "Whenever the balance in the special reserve fund is sufficient to retire all
21 remaining outstanding bonds in the issue, whether by advance retirement or
22 otherwise, collection of the principal and interest on the assessments shall be
discontinued and the special reserve fund shall be liquidated in retirement of the
bonds.

23 In the event that the balance in the fund at the time of liquidation exceeds the
24 amount required to retire all outstanding bonds in the issue, the excess shall be
25 apportioned to each parcel upon which the individual assessment remained unpaid
26 at the time the balance in the reserve fund was sufficient to retire all outstanding
bonds in the issue. The payments shall be made in cash to the respective owners of
the parcels except that, if the excess is not greater than one thousand dollars (\$1,000),
the excess may be transferred to the general fund of the entity conducting the
proceedings." (Emphasis added.)

27 Therefore it appears that collection should have ceased upon full payment to the FHA in
28 1989. Any existing assessments should no longer be collected.

1 2. The funds in the bond fund should be paid to the post-1989 assessees. As far as
2 application of the \$27,086.31 is concerned, section 8885 requires that the bond fund be apportioned
3 among the assessees still paying their assessments after the bonds were paid off in 1989. In my
4 opinion, the money should be apportioned in proportion to the respective assessments still
5 outstanding at that time.

6 Some question arose because of the language in the original Resolution 4215 which allowed
7 the Board more flexibility in dealing with the excess bond fund. Paragraph 19 of Resolution No.
8 4215 states as follows:

9 "19. If any excess shall be realized from the assessment it
10 shall be used, in such amounts as the Board of Supervisors may
11 determine, in accordance with the provisions of law for one or more
12 of the following purposes:

- 13 a) Transfer to the general fund of the County, provided that
14 the amount of any such transfer shall not exceed the lesser of \$1,000
15 or 5% of the total amount expended from the improvement fund;
- 16 b) As a credit upon the assessment and any supplemental
17 assessment; or
- 18 c) For the maintenance of the improvements."

19 a) Transfer to the general fund of the County is not available because the excess which has
20 been realized from the assessment is too large. b) is inapplicable because there are no assessments
21 or supplemental assessments. c) would be a possibility except for section 8885. That section
22 requires the fund to be spread among those assessees who have been paying their assessments since
23 1989, including those who paid off their assessments since 1989.

24 The Office of the County Counsel and the Deputy County Auditor will together work out the
25 mechanics of repayment.

26 Thank you for the opportunity to response to Mr. Andreason's question. Incidentally, the
27 same situation exists with the Mt. Zion Assessment District but in much smaller amounts. That will
28 be resolved in the same way.

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etc. He related the unions are behind this project to help eliminate "weekend fathers" who need to leave the county in order to find employment.

AUDITOR'S OFFICE (John Kirkpatrick, Auditor)

Mt. Zion Improvement District/Martell (CSA #4): (0168/1) Mr. Kirkpatrick reported the County has been offered the option to buy out, at a discount, the F.H.A. bonds for the subject districts. The current outstanding balances are as follows: Martell - \$95,000.00; Mt. Zion - \$99,000.00. Mr. Kirkpatrick proposed to use non-tax exempt loans to pay off these bonds and to inform the property owners with outstanding assessments in these districts that they can clear their obligations on such liens against their property by prepaying using a discount. By doing this, both districts would be able to eliminate the F.H.A. loans and the F.H.A. monitoring requirements.

MOTION: It was moved by Supervisor Davenport, seconded by Supervisor Begovich, and unanimously carried that the County purchase the F.H.A. bonds for the subject districts.

GENERAL SERVICES ADMINISTRATION (Trevor Mottishaw, Director)

Public Works Equipment: (0350/1) Mr. Mottishaw requested the bid results for a tailgate loader and a curb builder be referred to the Public Works Department to analyze if the lowest bid meets the necessary requirements. There were no objections to this matter and the Board continued same until Tuesday, March 14, 1989.

Surplus Property: (0400/1) Mr. Mottishaw reported the GSA Committee (Supervisors Cuneo and Davenport) reviewed and approved a request from the Sutter Creek F.F.A. (the national organization for students of vocational agriculture) to buy a surplus trailer.

Recommendation: Mr. Mottishaw recommended the Board waive the bidding process, due to the unique nature of the trailer, and authorize the GSA Director to sell this item to the Sutter Creek F.F.A. in the amount of \$1.00.

MOTION: It was moved by Supervisor Davenport, seconded by Supervisor Martin, and unanimously carried to declare the trailer excess surplus and sell it to the Sutter Creek F.F.A. for \$1.00.

Abandoned Vehicles: (0415/1) Mr. Mottishaw reported the GSA Committee (Supervisors Cuneo and Davenport) reviewed and approved a request from J.H.T. Salvage to be included on the Towing Service Operators rotation list for the Code Enforcement Vehicle Abatement Program.

Recommendation: Mr. Mottishaw recommended approval of this request.

MOTION: It was moved by Supervisor Davenport, seconded by Supervisor Smart, and unanimously carried to follow the recommendation of the GSA Committee and approve the request.

Five Mile Bridge: (0490/1) Mr. Mottishaw requested this matter be continued two (2) weeks to allow the Public Works Director time to review the bids and make a recommendation. The Board having no objections continued this matter until March 14, 1989.

etc. He related the unions are behind this project to help eliminate "weekend fathers" who need to leave the county in order to find employment.

AUDITOR'S OFFICE (John Kirkpatrick, Auditor)

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MOTION: It was moved by Supervisor Davenport, seconded by Supervisor Begovich, and unanimously carried that the County purchase the F.H.A. bonds for the subject districts.

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Recommendation: Mr. Mottishaw recommended the Board waive the bidding process, due to the unique nature of the trailer, and authorize the GSA Director to sell this item to the Sutter Creek F.F.A. in the amount of \$1.00.

MOTION: It was moved by Supervisor Davenport, seconded by Supervisor Martin, and unanimously carried to declare the trailer excess surplus and sell it to the Sutter Creek F.F.A. for \$1.00.

Abandoned Vehicles: (0435/1) Mr. Mottishaw reported the GSA Committee (Supervisors Cuneo and Davenport) reviewed and approved a request from J.N.T. Salvage to be included on the Towing Service Operators rotation list for the Code Enforcement Vehicle Abatement Program.

Recommendation: Mr. Mottishaw recommended approval of this request.

MOTION: It was moved by Supervisor Davenport, seconded by Supervisor Smart, and unanimously carried to follow the recommendation of the GSA Committee and approve the request.

Five Mile Bridge: (0490/1) Mr. Mottishaw requested this matter be continued two (2) weeks to allow the Public Works Director time to review the bids and make a recommendation. The Board having no objections continued this matter until March 14, 1989.

AGENDA TRANSMITTAL FORM

- Regular Agenda
 - Consent Agenda
 - Blue Slip
 - Closed Session
- Meeting Date Requested: 06/27/2017

To: Board of Supervisors
Date: 06/21/2017
From: Jennifer Burns, Clerk of the Board
(Department Head - please type)

Phone Ext. x470

Department Head Signature _____

Agenda Title: Minutes

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

Review and possible recommendation relative to approval of the June 13, 2017 Board of Supervisors Meeting Minutes.

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

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)

FOR CLERK USE ONLY

Meeting Date 06/27/17 Time _____ Item # 14

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