

**AMADOR COUNTY BOARD OF SUPERVISORS**  
**COUNTY ADMINISTRATION CENTER**  
**BOARD OF SUPERVISORS CHAMBERS**  
810 Court Street  
Jackson, CA 95642

**Please Note: All Board of Supervisors meetings are tape-recorded.**

**Anyone who wishes to address the Board must speak from the podium and should print their name on the Board Meeting Speaker list, which is located on the podium. The Clerk will collect the list at the end of the meeting.**

Public hearing items will commence no sooner than the times listed on the agenda. Closed Session agenda items may be heard before or after scheduled public hearings, dependent upon progression of the agenda.

**REGULAR MEETING AGENDA**

**DATE:** Tuesday, December 04, 2018  
**TIME:** 9:00 AM  
**LOCATION:** COUNTY ADMINISTRATION CENTER  
BOARD OF SUPERVISORS CHAMBERS  
810 Court Street  
Jackson, CA 95642

**CLOSED SESSION \*\*8:30 A.M.\*\*** may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9).

**1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS:** County Negotiators: Charles T. Iley, County Administrative Officer; Jon Hopkins, General Services Director

1.a. **PROPERTY:** APN 044-540-100-000 (Health and Human Services Building)  
**NEGOTIATING PARTIES:** Roads Home Program – Ms. Cara Granger  
**UNDER NEGOTIATION:** Terms and Conditions to Consider Lease  
**Suggested Action:** Discussion and possible action

1.b. **PROPERTY:** APN 029-052-014-000 (Portion of Saint George St, Volcano)  
**NEGOTIATING PARTIES:** Nathen & Jackie Norcross  
**UNDER NEGOTIATION:** Terms and Conditions to Consider Selling  
**Suggested Action:** Discussion and possible action

**2. CONFERENCE WITH LABOR NEGOTIATORS:** Pursuant to Government Code Section 54957.6.

2.a. County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, and Gregory Ramirez, IEDA. Employee Organization: All Units  
**Suggested Action:** Discussion and possible action.

**3. CONFERENCE WITH COUNTY COUNSEL: EXISTING LITIGATION** - {Government Code 54956.9(d)}

- 3.a. Todd Smith v County of Amador, Workers Compensation Claim No. 20132000039  
Suggested Action: Discussion and possible action relative to existing litigation. {Government Code 54956.9 (d)(1)}

**4. CONFERENCE WITH COUNTY COUNSEL: ANTICIPATED LITIGATION** - {Government Code 54956.9(d) (2)}

- 4.a. Buena Vista Rancheria  
Suggested Action: Discussion and possible action relative to the anticipated litigation  
(Government Code 54956.9(d)(2))

**5. CONFIDENTIAL MINUTES:**

- 5.a. Confidential Minutes: Review and possible approval of the November 13, 2018 Confidential Minutes.  
Suggested Action: Approval

**REGULAR SESSION \*\*9:00 A.M.\*\***

**PLEDGE OF ALLEGIANCE:**

**PUBLIC MATTERS NOT ON THE AGENDA:** Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Amador County Board of Supervisors; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note - there is a three (3) minute limit per person.

**APPROVAL OF AGENDA:** Approval of agenda for this date; any and all off-agenda items must be approved by the Board (pursuant to §54954.2 of the Government Code.)

**APPROVAL OF ITEMS ON THE CONSENT AGENDA:** Items listed on the consent agenda (#8) are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

**6. REGULAR AGENDA:**

- 6.a. Recognition and resolution presentation to Ms. Mary Pitto, Regulatory Affairs Advocate, Rural County Representatives of California, Environmental Services Joint Powers Authority on her retirement.  
Suggested Action: Resolution presentation.  
[Mary Pitto Resolution.docx](#)
- 6.b. Elections Department: Discussion and possible action relative to adoption of a Resolution accepting the canvas of results of votes cast at the Consolidated General Election held on November 6, 2018 and the declaration of election of certain candidates.  
Suggested Action: Approval  
[Packet Information\\_Elections.doc](#)

- 6.c. Discussion and possible action relative to Amador County wildfire preparedness. Discussion will focus on the following questions: What is the status of the preparedness with respect to wildfires in Amador County? What are our weaknesses and what is not being done with respect to wildfire preparedness? Did the Code Red system work effectively in the “Camp” fire? Discussion may expand to include all aspects of wildfire preparedness and response.  
Suggested Action: Direction to staff
- 6.d. Amador Fire Safe Council: Discussion and possible action relative to approval of the Chairman's signature on a letter of support for the following grant applications:  
1. Tiger Creek Fuel Break and Watershed Protection Project  
2. Antelope Watershed Restoration Project  
3. Amador Fire Prevention and Education Program  
Suggested Action: Approval  
[AFSC\\_MEMO.docx](#)
- 6.e. Discussion and possible action relative to Homeless Emergency Funding. Recently the California State legislature passed legislation to make emergency funding available for homeless in the form of HEAP and CESH funds. The Central Sierra Continuum of Care (CoC) will be receiving approximately \$300,000 in funding for homeless projects in Amador County. An update on the use of this funding will be given, and discussion and direction may follow.  
Suggested Action: Discussion and direction as desired by the Board.
- 6.f. Discussion and possible action relative to traffic issue along Climax Road, and the tendency of large trucks to cross the centerline of the road, potentially creating a hazardous condition.  
Suggested Action: Direction to staff
- 6.g. Annual State of the Schools Report: Presentation by Dr. Amy L. Slavensky, Superintendent, Amador County Office of Education and Amador County Unified School District.  
Suggested Action: Presentation Only.
- 6.h. Discussion and possible action relative to the creation of an ordinance that would require a business license to be held by all businesses operating in Amador County.  
Suggested Action: Discussion and direction to staff to prepare an ordinance if desired.  
Direction should include amounts to be charged and potential ad-hoc committee to work out details regarding process.  
[Business License Staff Report.pdf](#)  
[Calaveras Business\\_License\\_Application.pdf](#)  
[El Dorado Business License General Business License Information.pdf](#)  
[Jackson Business\\_License\\_Appliication.pdf](#)  
[Sutter Creek BusinessLicenseApplicationPacket12.6.17.pdf](#)  
[Mike Ryan Bus Lic Memo 2004.pdf](#)
- 6.i. Approval of Board of Supervisors Meeting Schedule for 2019  
Suggested Action: Changes to the schedule as desired and approval of the schedule  
[Draft 2019 BOS Meeting Schedule.pdf](#)
- 6.j. Minutes: Review and possible approval of the November 13, 2018 Board of Supervisors Meeting Minutes.  
Suggested Action: Approval

## 7. PUBLIC HEARING: **\*\*10:30 A.M.\*\***

- 7.a. Surveying: Scott and Julia Wilder - Certificate of Merger and abandonment of a ten foot (10') wide public utility easement. The property is located on the northwesterly side of Yolo Court, approximately 250 feet northeasterly of the junction with Coyote Drive, in the Lake Camanche Village area. Assessor Parcel No.'s 003-202-009 and 003-202-010.  
Suggested Action: Adopt resolutions approving the Certificate of Merger and approving the abandonment of the ten foot (10') wide public utility easement.  
[Wilder Packet.pdf](#)
- 7.b. Community Facilities District 2006-1 (Annexation #11): Discussion and possible action relative to a public hearing to consider:
1. Adoption of a Resolution determining to submit question of annexation territory to Community Facilities District 2006-1 (Fire Protection Services), County of Amador, State of California to the landowners in the territory proposed for Amador, State of California, to the landowners in the territory proposed for annexation (Annexation #11); and
  2. Adoption of a Resolution declaring the results of the special election to annex certain territory to Community Facilities District 2006-1 (Fire Protection Services), County of Amador, State of California (Annexation #11).
- Suggested Action: Discussion and possible action.  
[Resolution Determining to Submit Question to Election Annex No 11 clean.doc](#)  
[Resolution Declaring Election Results Annex No. 11 clean.doc](#)

## 8. CONSENT AGENDA: Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

- 8.a. Assessor: Secured Roll Corrections with values being decreased over \$150,000.  
Suggested Action: Approve  
[Roll Corrections.pdf](#)  
[030-690-030-000.pdf](#)
- 8.b. Board of Supervisors: Resolution declaring a Local State of Emergency in Amador County due to Pervasive Tree Mortality. (Original resolution adopted on February 23, 2016 and updated on September 13, 2016, February 28, 2017 and January 9, 2018.)  
Suggested Action: Adopt Resolution  
[LocalEmergency Tree Mortality resol.doc](#)
- 8.c. Amador Council of Tourism (ACT): Resolution recognizing Ms. Maureen Funk for her accomplishments and dedication to the ACT.  
Suggested Action: Approval
- 8.d. Human Resources: Resolution recognizing employees who have reached twenty, twenty-five and thirty-five years of service with Amador County in 2018  
Suggested Action: Adopt Resolution  
[20,25,35 YRS\\_RESOL 11-18.docx](#)
- 8.e. Human Resources: Resolution regarding Salaries and Fringe Benefits form Mid-Management Employees increasing the Chief Building Officials monthly salary from \$7534 to \$8395.  
Suggested Action: Adopt the Resolution  
[MidMgmt\\_Resolution 12.18.docx](#) [Mid Management Salaries 12.04.18.pdf](#)

- 8.f. Planning: Resolution authorizing the recording of an Amended Williamson Act Contract to correct an error in the legal description for Contract No. 69  
Suggested Action: Adopt Resolution and authorize the Board chair to sign the Resolution and contract.  
[Memo to BOS.Mondani.12-04-18.docx](#)  
[Resolution with Legal.Amended Contract 69.pdf](#)  
[Amended Contract 69 with exhibits.pdf](#)
- 8.g. Planning: Resolutions authorizing the recording of Proposed Williamson Act Contracts for property included in Sacramento County Contracts by error: California Land Conservation Act Contract No. 441 for Alan J. McDonell, Robin S. McDonell, and Gregory F. McDonell, trustee of the McDonell Family Trust; and California Land Conservation Act contract No. 442 for James R. Patterson, Joan H. Patterson, and John R. Patterson.  
Suggested Action: Adopt Resolutions and authorize the Board chair to sign the Resolutions and contracts.  
[Memo to BOS.McDonell-Patterson.12-04-18.pdf](#)  
[RESOLUTION.Contract 441.docx](#)  
[RESOLUTION.Contract 442.docx](#)  
[Contract 441.doc](#) [Contract 442.doc](#)
- 8.h. Planning: Resolutions authorizing the recording of Proposed New Williamson Act Contracts for two Parcels (Proposed Contracts No. 443 And No. 444),and simultaneous removal of the same property from Contract No. 57.  
Suggested Action: Adopt Resolutions and authorize the Chair of the Board of Supervisors to sign the Resolutions and contracts and Find the proposed 98.64-acre, 108.30-acre, and 229.06-acre preserves will meet the requirements of County Code Sections 19.24.036 D4, 19.24.036 D3, and 19.24.036 D2, respectively.  
[Staff Report\\_BOS.12-04-18.Harvey-Deaver Contracts 443 & 444.docx](#)  
[RESOLUTION.Contract 443.docx](#) [RESOLUTION.Contract 444.docx](#)  
[Contract 443 - Harvey.doc](#) [Contract 444 - Deaver Trust.doc](#)
- 8.i. Public Works: Right of Way Purchase Agreement with Scott Espen re: Fiddletown Road Bridge Replacement Project BRLS 5926 (035); APNs: 014-240-066 & 014-240-067  
Suggested Action: Approve Purchase Agreement; and Authorize Chairman to sign agreement, certificates of acceptance for each deed, escrow instructions.  
[2018-12-4\\_Fiddletown Bridge RW Espen.pdf](#) [066 espen temp deed.pdf](#)  
[067 espen perm deed.pdf](#) [067 espen temp deed.pdf](#)  
[espen escrow inst.pdf](#) [espen purchase agreement.pdf](#)
- 8.j. Public Works: Right of Way Purchase Agreement with Ann Soule re: Fiddletown Road Bridge Replacement Project BRLS 5926 (035) APNs: 014-300-011 & 014-300-012  
Suggested Action: Approve Purchase Agreement; and Authorize Chairman to sign agreement, certificates of acceptance for each deed, and escrow instructions  
[2018-12-4\\_Fiddletown Bridge RW Soule.pdf](#)  
[011 soule perm deed.pdf](#) [011 soule temp deed.pdf](#)  
[012 soule temp deed.pdf](#) [soule escrow inst.pdf](#)  
[soule purchase agreement.pdf](#)

- 8.k. Public Works: Second Amendment to Consulting Services Agreement (CSA) with Mark Thomas & Company, Inc. for the State Route 88 / Pine Grove Corridor Improvement Project  
Suggested Action: Authorize Chair to sign Second Amendment  
[2018-11-16\\_Mark Thomas 2nd Amendment.pdf](#)  
[2018-11-13\\_15-05 SR88-PG AM2.pdf](#)
- 8.l. Public Works: First Amendment to Consulting Services Agreement (CSA) Holdrege & Kull for Shenandoah Road / Fiddletown Road Intersection Improvement Project  
Suggested Action: Authorize Chair to sign First Amendment to Consulting Services Agreement  
[2018-11-27\\_H&K 1st Amendment.pdf](#)  
[HK\\_First Amendment\\_Shen Mat Test\\_Nov 2018\\_final.pdf](#)
- 8.m. Social Services: Purchase of Service Agreement and Plan of Cooperation Agreement between Amador County District Attorney and Amador County Department of Social Services  
Suggested Action: Approve and sign agreement  
[Memo - DA POSA - 12-04-18.pdf](#)  
[DA POSA 2018-2019 - 12-04-18.pdf](#)
- 8.n. Amador Fire Protection District: Acceptance of the draft Local Special Tax Accountability Report for FY Ended 2018.  
Suggested Action: Accept the Report  
[Local Agency Special Tax and Bond Accountability.pdf](#)
- 8.o. District Attorney: Application for Victim/Witness Assistance Program Grant Fiscal Year 2018/2019  
Suggested Action: Approval of the Application  
[scan \(1\).pdf](#)
- 8.p. District Attorney: Chief Assistant District Attorney Serving at the Discretion of the District Attorney so that the individual serves at-will at the discretion of the District Attorney.  
Suggested Action: Approve change to the Chief Assistant District Attorney position so that the individual serves at-will at the discretion of the District Attorney.
- 8.q. Human Resources: Reclassification of current Mail Clerk to Mail and Warehouse Specialist in the General Services Department, a newly created classification with a 5% increase from the previous class putting the new range at 1048 Step A \$15.06 - Step E \$18.31.  
Suggested Action: Approve the reclassification  
[Memo Mail and Warehouse Specialist.pdf](#)  
[GENERAL UNIT.pdf](#)  
[Mail Clerk and Warehouse Specialist DRAFT.doc](#)
- 8.r. Airport Advisory Committee: Re-appointment of Jon Luy and Richard Campbell as District 5 representatives, and Jerry Wright as District 5 Alternate for the subject committee for terms of four years.  
Suggested Action: Approve re-appointments
- 8.s. Amador County Commission on Aging: Appointment of Brandee McCann to the subject Commission for a term of three years.  
Suggested Action: Approve appointment

- 8.t. Area 12 Agency on Aging Advisory Council: Resignation of Joan Bowen from the subject council.  
Suggested Action: Accept resignation.
- 8.u. Behavioral Health Advisory Board: Re-appointment of Rebecca Tracy and Michele Siefer to the subject board for term of three years.  
Suggested Action: Approve re-appointments
- 8.v. Township II Cemetery Board: Resignation of Tony Beuving and Appointment of Pamela Bennetts to the subject Board for a term of 4 years.  
Suggested Action: Accept resignation and approve appointment

**ADJOURNMENT: UNTIL TUESDAY, DECEMBER 18, 2018 AT 9:00 A.M. (CLOSED SESSION BEGINS AT 8:30 A.M.)**

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the Clerk of the Board staff, at (209) 223-6470 or (209) 257-0619 (fax). Requests must be made as early as possible and at least one-full business day before the start of the meeting. Assisted hearing devices are available in the Board Chambers for public use during all public meetings.

Pursuant to Government Code 54957.5, all materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at and after the time of such distribution, in the office of the Clerk of the Board of Supervisors, 810 Court Street, Jackson, California 95642, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials that are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: December 4, 2018

## **SUBJECT**

PROPERTY: APN 044-540-100-000 (Health and Human Services Building)

NEGOTIATING PARTIES: Roads Home Program – Ms. Cara Granger

UNDER NEGOTIATION: Terms and Conditions to Consider Lease

## **Recommendation:**

Discussion and possible action

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

Jon Hopkins - GSA

## ATTACHMENTS

-



# Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: December 4, 2018

## **SUBJECT**

PROPERTY: APN 029-052-014-000 (Portion of Saint George St, Volcano)

NEGOTIATING PARTIES: Nathen & Jackie Norcross

UNDER NEGOTIATION: Terms and Conditions to Consider Selling

## **Recommendation:**

Discussion and possible action

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

Jon Hopkins - GSA

## ATTACHMENTS

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 4, 2018

## **SUBJECT**

Conference with Labor Negotiators: Pursuant to Government Code Section 54957.6. County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, and Gregory Ramirez, IEDA. Employee Organization: All Units

## **Recommendation:**

Discussion and possible action.

## **4/5 vote required:**

No

## **Distribution Instructions:**

N/A

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: County Counsel

Meeting Date: December 4, 2018

## **SUBJECT**

Todd Smith v County of Amador, Workers Compensation Claim No. 20132000039

## **Recommendation:**

Discussion and possible action relative to existing litigation. {Government Code 54956.9 (d)(1)}

## **4/5 vote required:**

No

## **Distribution Instructions:**

Risk

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: County Counsel

Meeting Date: December 4, 2018

## **SUBJECT**

Buena Vista Rancheria

## **Recommendation:**

Discussion and possible action relative to the anticipated litigation (Government Code 54956.9(d)(2))

## **4/5 vote required:**

No

## **Distribution Instructions:**

BOS

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 4, 2018

## **SUBJECT**

Confidential Minutes: Review and possible approval of the November 13, 2018 Confidential Minutes.

## **Recommendation:**

Approval

## **4/5 vote required:**

No

## **Distribution Instructions:**

Board Clerk

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Waste Management

Meeting Date: December 4, 2018

## **SUBJECT**

Recognition and resolution presentation to Ms. Mary Pitto, Regulatory Affairs Advocate, Rural County Representatives of California, Environmental Services Joint Powers Authority on her retirement.

## **Recommendation:**

Resolution presentation.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Waste Management

## **ATTACHMENTS**

- [Mary Pitto Resolution.docx](#)

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

IN THE MATTER OF:

RESOLUTION HONORING MARY PITTO FOR HER  
WORK WITH RURAL COUNTY REPRESENTATIVES  
OF CALIFORNIA AND AS A RECYCLING  
ADVOCATE FOR AMADOR COUNTY

RESOLUTION NO. 18-xxx

WHEREAS, Mary Pitto holds a Bachelor of Science Degree in Environmental Planning and Management from the University of California at Davis and a Master of Arts in (Wildlife) Biology from the California State University at Fresno; and

WHEREAS, Mary has a passion for being outdoors in nature and takes pride in her rural lifestyle having lived on her ranch with her husband Roger and her animals in Calaveras County for many years; and

WHEREAS, Mary worked as an Assistant Planning Director and Senior Administrative Analyst at the County of Calaveras for 19 years before working with Rural County Representatives of California, Environmental Services Joint Powers Authority as a Regulatory Affairs Advocate and Program Manager, dedicating over 36 years of her career to public service; and

WHEREAS, She is recognized as a ferocious advocate on behalf of rural counties throughout California, earning a reputation as an ultimate professional and expert on many regulatory issues including several waste diversion and recycling programs, composting, and beverage container programs; and

WHEREAS, Mary has been a recognized leader of the California solid waste industry and often coordinates consensus between public and private waste sector representatives; and

WHEREAS, Mary is often called upon for consulting by state legislators, the Governor's office, CalRecycle, and other state agencies and has represented the County of Amador countless times, also appearing in front of the Amador County Board of Supervisors providing valuable information by sharing her expertise and advice; and

WHEREAS, Mary has made herself available at a moment's notice to assist Amador County with regulatory issues, meeting early mornings and late evenings, as well as volunteering on weekends every year at the Amador County Fair Used Oil and Filter recycling booth, providing a level of knowledge and insight that has been invaluable to Amador's programs.

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby honor and thank Mary Pitto for her service on behalf of the county and its residents.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 4<sup>th</sup> day of December 2018, by the following vote:

AYES:	Lynn A. Morgan, Brian Oneto, Patrick Crew, Richard M. Forster, Frank U. Axe
NOES:	None
ABSENT:	None

\_\_\_\_\_  
Lynn A. Morgan, Chair, Board of Supervisors

ATTEST:

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

\_\_\_\_\_  
Deputy



# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 4, 2018

## **SUBJECT**

Elections Department: Discussion and possible action relative to adoption of a Resolution accepting the canvas of results of votes cast at the Consolidated General Election held on November 6, 2018 and the declaration of election of certain candidates.

## **Recommendation:**

Approval

## **4/5 vote required:**

No

## **Distribution Instructions:**

Elections

## **ATTACHMENTS**

- [Packet Information\\_Elections.doc](#)

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

IN THE MATTER OF

RESOLUTION ACCEPTING THE CANVASS OF )  
RESULTS OF VOTES CAST AT THE ) RESOLUTION NO.  
GENERAL ELECTION )  
HELD ON NOVEMBER 6, 2018 AND DECLARING)  
CERTAIN PERSONS ELECTED )

WHEREAS, the election returns for the Consolidated General Election held on November 6, 2018, have this day been presented to this Board by Registrar of Voters Kimberly L. Grady, following her canvass of same as directed by said Board;

NOW, THEREFORE, BE IT RESOLVED, that the canvass of returns of the General Election held on November 6, 2018, including the vote by mail ballots, as delineated in Exhibit 'A' attached hereto and made a part hereof is hereby approved;

AND BE IT FURTHER RESOLVED, that the candidates listed in Exhibit 'B' attached hereto and made a part hereof are declared elected to their respective offices;

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 4th day of December 2018 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Jennifer Burns, Clerk of the  
Board of Supervisors,  
Amador County, California

RESOLUTION NO. \_\_\_\_\_

EXHIBIT 'A'  
STATEMENT OF ALL VOTES CAST  
AT THE  
CONSOLIDATED GENERAL ELECTION  
HELD  
NOVEMBER 6, 2018  
IN  
AMADOR COUNTY  
STATE OF CALIFORNIA

**INSERT STATEMENT OF VOTE**

**HERE**

EXHIBIT 'B'

As a result of the canvass of the General Election held on November 6, 2018, the following candidates, having received a majority of the votes cast for their respective offices, are declared elected for a term of four (4) years:

**Amador County Unified School District Trustees**

Area 1           Kandi Thompson  
Area 2           Deborah Pulskamp  
Area 3           James Marzano

**City Council –Amador City**

Eric Marks  
Timothy Knox

**City Clerk – Amador City**

Joyce Ann Davidson

**City Council - Ione**

Daniel B. Epperson  
Dominic Atlan  
Stacy Rhodes

**City Council -Plymouth**

Peter Amoruso  
Valerie Klinefelter

**Director Amador Water Agency 4<sup>th</sup> District**

Susan Peters

WRITE-IN CANDIDATES  
November 6, 2018 GENERAL ELECTION

There were no certified write-in candidates for local races in this election.

EXHIBIT 'C'

As a result of the canvass of the General Election held on November 6, 2018, the following candidates, having received a majority of the votes cast for their respective offices, are declared elected for a term of four (4) years:

**Amador County Unified School District Trustees**

Area 1           Kandi Thompson  
Area 2           Deborah Pulskamp  
Area 3           James Marzano

**City Council –Amador City**

Eric Marks  
Timothy Knox

**City Clerk – Amador City**

Joyce Ann Davidson

**City Council - Ione**

Daniel B. Epperson  
Dominic Atlan  
Stacy Rhodes

**City Council -Plymouth**

Peter Amoruso  
Valerie Klinefelter

**Director Amador Water Agency 4<sup>th</sup> District**

Susan Peters

WRITE-IN CANDIDATES  
November 6, 2018 GENERAL ELECTION

There were no certified write-in candidates for local races in this election.

# Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: December 4, 2018

## **SUBJECT**

Discussion and possible action relative to Amador County wildfire preparedness. Discussion will focus on the following questions: What is the status of the preparedness with respect to wildfires in Amador County? What are our weaknesses and what is not being done with respect to wildfire preparedness? Did the Code Red system work effectively in the “Camp” fire? Discussion may expand to include all aspects of wildfire preparedness and response.

## **Recommendation:**

Direction to staff

## **4/5 vote required:**

No

## **Distribution Instructions:**

Clerk, AFPD

## ATTACHMENTS

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 4, 2018

## **SUBJECT**

Amador Fire Safe Council: Discussion and possible action relative to approval of the Chairman's signature on a letter of support for the following grant applications:

1. Tiger Creek Fuel Break and Watershed Protection Project
2. Antelope Watershed Restoration Project
3. Amador Fire Prevention and Education Program

## **Recommendation:**

Approval

## **4/5 vote required:**

No

## **Distribution Instructions:**

John Heissenbittel, AFSC, Board Clerk

## **ATTACHMENTS**

- [AFSC\\_MEMO.docx](#)



## Amador Fire Safe Council

PO Box 1055  
Pine Grove, California 95665  
209-295-6200



DATE: November 28, 2018  
TO: Amador Board of Supervisors  
FROM: Amador Fire Safe Council  
SUBJ: Request for Letter of Support

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The Amador Fire Safe Council (AFSC) would like to request a letter of support for three grant applications we are filing with the Department of Forestry and Fire Protection (Cal Fire) under the California Climate Investments (CCI) Fire Prevention Grants Program. Two of the grants are for constructing strategically placed fuel breaks and one is for funds to conduct community outreach and education on how to address wildfire in the county.

The Tiger Creek Fuel Break and Watershed Protection Project will ultimately result in a fuel break that begins at the Highway 26 bridge over the North Fork of the Mokelumne, east all the way to Doaks Ridge up to Highway 88 just below Hams Station. The project is collaboration between the Bureau of Land Management (BLM), Sierra Pacific Industries (SPI), Pacific Gas & Electric (PG&E) and the USDA Forest Service (USFS). This grant is for phase one of the project which focuses on the BLM properties between Highway 26 and Tiger Creek Reservoir.

The Antelope Watershed Restoration Project links with the Tiger Creek Project just north of the reservoir and heads north to Highway 88 providing a critical fuel break for the Rabb Park and Silver Lake Pines subdivisions, as well as many other nearby communities. This project is collaboration between SPI and other private landowners.

The Amador Fire Prevention and Education Program will use grant funds for outreach and education to all Amador citizens on what we can do individually and collectively to avoid a Paradise-like situation in our county. Projects will include producing/reprinting educational materials, town hall meetings, promoting the *Fire Safe Community* program, regular articles for local newspapers, participation in local events, and other assorted promotion.

Attached is a draft letter for your consideration. We want to thank the Amador Board of Supervisors for your support of AFSC.

Amador BOS Letterhead

December 4, 2018

California Department of Forestry and Fire Protection

Re: Tiger Creek Fuel Break and Watershed Protection Project (18-FP-AEU-1058)  
Antelope Watershed Restoration Project (18-FP-AEU-1021)  
Amador Fire Prevention and Preparedness Education Program (18-FP-AEU-1057)

To Whom It May Concern:

The Amador County Board of Supervisors is pleased to provide this letter of support to the Amador Fire Safe Council (AFSC) for the above referenced grant proposals. We are in full support of AFSC's fire prevention efforts: we recognize that AFSC is working to increase the resiliency of the wildlands, reduce hazardous fuel loading and educate our citizens on becoming more fire safe throughout the county. Moreover, their work protects the watersheds that provide domestic water supply within Amador County as well as to the nearly 1.5 million people in the East Bay around Oakland, CA.

The Amador County Board of Supervisors has approved several Community Wildfire Protection Plans (CWPPs) prepared by the AFSC. The Tiger Creek and Antelope projects are in line with the goals and objectives of our High Country CWPP. The Amador Fire Prevention and Preparedness Education Program will help meet the goals of our county-wide CWPP.

The Amador County Board of Supervisors is committed to working to avoid the type of catastrophic wildfires that have impacted neighboring counties. As such, we present this letter of support of the AFSC's proposals for improving the safety of both residents and firefighting personnel. The Amador Board of Supervisors looks forward to our continued partnership with the Amador Fire Safe Council in achieving a more fire-resilient landscape in our future.

Sincerely,

Lynn A. Morgan, Chairperson

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 4, 2018

## **SUBJECT**

Discussion and possible action relative to Homeless Emergency Funding. Recently the California State legislature passed legislation to make emergency funding available for homeless in the form of HEAP and CESH funds. The Central Sierra Continuum of Care (CoC) will be receiving approximately \$300,000 in funding for homeless projects in Amador County. An update on the use of this funding will be given, and discussion and direction may follow.

## **Recommendation:**

Discussion and direction as desired by the Board.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Clerk, Auditor

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 4, 2018

## **SUBJECT**

Discussion and possible action relative to traffic issue along Climax Road, and the tendency of large trucks to cross the centerline of the road, potentially creating a hazardous condition.

## **Recommendation:**

Direction to staff

## **4/5 vote required:**

No

## **Distribution Instructions:**

Clerk, Public Works

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 4, 2018

## **SUBJECT**

Annual State of the Schools Report: Presentation by Dr. Amy L. Slavensky, Superintendent, Amador County Office of Education and Amador County Unified School District.

## **Recommendation:**

Presentation Only.

## **4/5 vote required:**

No

## **Distribution Instructions:**

None

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: December 4, 2018

## **SUBJECT**

Discussion and possible action relative to the creation of an ordinance that would require a business license to be held by all businesses operating in Amador County.

## **Recommendation:**

Discussion and direction to staff to prepare an ordinance if desired. Direction should include amounts to be charged and potential ad-hoc committee to work out details regarding process.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Clerk, Auditor, County Counsel

## **ATTACHMENTS**

- [Business License Staff Report.pdf](#)
- [Calaveras Business\\_License\\_Application.pdf](#)
- [El Dorado Business License General Business License Information.pdf](#)
- [Jackson Business\\_License\\_Application.pdf](#)
- [Sutter Creek BusinessLicenseApplicationPacket12.6.17.pdf](#)
- [Mike Ryan Bus Lic Memo 2004.pdf](#)




**AMADOR COUNTY  
ADMINISTRATIVE AGENCY**

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

November 26, 2018

**MEMORANDUM**

TO: Amador County Board of Supervisors

FROM: Chuck Iley, County Administrative Officer 

RE: County Business License Proposal

At its October 23<sup>rd</sup> meeting, the Board asked me to investigate the implementation of a business license requirement for businesses operating within unincorporated Amador County. I was also asked to identify the specific programs in place in the surrounding cities and counties.

There have been several analyses performed by Amador County in the past, particularly as a revenue generating device, but California law now has a restriction that states that the only fees that can be charged for a program like this must be equal to or less than the costs of administering the program. If a program such as this were to be adopted by the County, it would not yield a benefit to the General Fund.

I am attaching a report from the Tax Collector, Mike Ryan from 2004, when this concept was last seriously considered by the Board of Supervisors. Many of the assumptions contained within Mr. Ryan's report are still valid, although the costs associated with administering the program have risen considerably.

This report will consider many aspects of the program as it would likely exist, the costs associated with that program, and a discussion of the other options available, particularly through an analysis of the other programs currently being utilized by surrounding entities.

There are several benefits to having a business license requirement for business. One of these benefits is oversight – to ensure that new businesses comply with the zoning and land use for the property that they are creating the new entity upon. There have been many instances where a business has been developed and considerable investment has been made, only to find out that the business is non-compliant with the land use or other restriction. Ideally, a business license will root out these potential pitfalls early in the process and allow for the problem to be remedied in some manner.

Another benefit of a business license is that the county can have a better understanding of the economic activity taking place within Amador County. From an economic development standpoint, it is difficult to serve your customers if you do not know who they are or what their needs are. This information would need to be gathered during the license process in order to be effective in this regard.

The most common benefit of a business license program is revenue. As I mentioned previously, this is no longer an option, as the revenue generated can be no more than the costs to administer the program. This benefit can no longer be realized.

In order to generate the other benefits of this program, the process of business licensing needs to be as streamlined as possible, while still gathering the desired information and providing the services outlined previously. The Tax Collector and the Planning Department would bear the primary responsibility for administering this program, with the Code Enforcement Department bearing responsibility for ensuring compliance.

Roughly speaking, we anticipate the need for a half-time employee in the Tax Collector, Planning and Code Enforcement Departments. The program could be expanded to include the Assessor, and is in many jurisdictions, but that does not need to be done initially. A quick estimate of 1.5 FTE would be \$150,000 per year in administrative costs, fully burdened but not including overhead. I will use the \$150,000 number as a basis. There would be other startup costs, such as for a software program to track the licenses, that have not been considered here, but would have an initial cost of about \$75,000 with an annual maintenance free to the software provider.

In an attempt to minimize the time required of a business owner as they acquire a license, all of the application process would be permissible through the mail. Once a complete application has been submitted, the Planning Department will evaluate the stated activities being performed and will approve the license. If the proposed activities are not compliant with some other development restriction, the issues will be discussed with the applicant and potential solutions will be identified. Once approved, the Tax Collector will be made aware of the approval and the license will be issued.

Using the work that Mr. Ryan had done previously and allowing for some expansion, we can realistically expect that there are about 1,000 businesses that would be required to file for a business license. If the annual administration costs run in the \$150,000 to \$200,000 range, we could expect that the maximum annual fee for a business license would be \$200 per year. The Board would have the opportunity to charge that much, but not the obligation, as the Board could choose to charge less and augment the funding of the program with General Fund dollars.

The \$200 per year would be considerably higher than the \$85 annual fee that is currently charged by Calaveras County. El Dorado charges an annual fee of \$46, Sutter Creek charges \$134, and the City of Jackson has a more complex fee schedule, varying from a flat fee of \$84 to a fee of \$65 plus a per employee fee of \$10 that drops to \$5 after 10 employees.



There are also exemptions for non-profits and veteran-owned business that the Board could consider. Calaveras offers fee-waivers for both of these documented circumstances. I have attached the applications and information for each jurisdiction to this report.

If the Board should wish to delve further into this program, the next step would be to direct staff to prepare the ordinances required to enact the program. There are many unanswered questions that would need to be answered about the process. The Board would need to identify a process to deal with the businesses that are not operating in a complaint manner, and whether the Board would like to offer a grace period. There will be many issues that arise from questions such as this, and staff will need direction. The Board might want to create an ad-hoc committee to meet and address these questions if you choose to go forward.

Staff remains ready to enact which ever course of action the Board would like to pursue. There are far fewer staff than there were when this issue was discussed previously, so the additional work cannot be effectively absorbed by existing staff. New positions will need to be created to perform the work. Extra-help staff might be utilized to accommodate the peak requirements of initializing the program, but the workload will level off as the program begins to be routine.

If the Board should have any further questions, please do not hesitate to let me know.

Tax Collector Use Only <input type="checkbox"/> New Application <input type="checkbox"/> Change to existing BL	<b>CALAVERAS COUNTY TREASURER – TAX COLLECTOR</b> <b>APPLICATION FOR BUSINESS LICENSE</b> 891 Mountain Ranch Rd, San Andreas CA 95249 PH# 209-754-6350 - Fax# 209-754-6355 calaverasgov.us	Tax Collector Official Use Only  Business License # _____
All information submitted below becomes public record. The undersigned agrees to hold the County harmless and waives all claims, suits, and demands on the county and its officers and employees in connection with the release of the completed form under a Public Records Act request or any other release authorized by law.		Assessor's Use Only  APN <input type="checkbox"/> Out of County
<input type="checkbox"/> Yes <input type="checkbox"/> No   Disclosure will result in a competitive disadvantage. By checking "yes", the undersigned agrees disclosure will result in a competitive disadvantage.		

HAVE YOU EVER HAD A BUSINESS LICENSE IN OUR COUNTY BEFORE?  YES  NO

PRIOR NAME \_\_\_\_\_  
OR LIC # \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

FICTITIOUS

BUSINESS PH#: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

MAILING

ADDRESS: \_\_\_\_\_ CITY/STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

BUSINESS

ADDRESS: \_\_\_\_\_ CITY/STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ SIGN UP FOR EMAIL REMINDERS:  YES  NO

TYPE OF BUSINESS: \_\_\_\_\_

▷ BUSINESS BASE:  HOME-BASED NON-MOBILE    HOME-BASED MOBILE    STORE/COMMERCIAL    OTHER \_\_\_\_\_

▷ OWNERSHIP TYPE:  SOLE PROPRIETORSHIP    PARTNERSHIP    CORPORATION/LLC    TRUST

OWNER'S NAME: \_\_\_\_\_ HOME PH#: \_\_\_\_\_

CO-OWNER'S NAME: \_\_\_\_\_ HOME PH#: \_\_\_\_\_

CORP/LLC   PRES: \_\_\_\_\_   VP: \_\_\_\_\_   SEC/TREAS: \_\_\_\_\_

▷ CONTRACTOR:      STATE LICENSE NUMBER: \_\_\_\_\_      EXPIRATION DATE: \_\_\_\_\_

▷ FIREARMS DEALER MUST PROVIDE: 1. CURRENT FFL / 2. CURRENT COE / 3. VALID SELLERS PERMIT

▷ FEE EXEMPT    NON-PROFIT PROVIDE 501(c)(3)    VETERAN (MUST SOLE OWNER & PROVIDE HONORABLE DD-214)

**X** \_\_\_\_\_

**X** \_\_\_\_\_

OWNER'S SIGNATURE

DATE

**YOU must visit the first three departments in person, in the order listed to obtain approvals.** (Tax Collector will advise which additional approvals may be required.)

#1 Assessor	#2 Planning	#3 Building	Sheriff	Env. Health	Agriculture	FIRE: Murphys / Ebbetts Pass / County
Mandatory	Mandatory	Mandatory				

**ALL DEPARTMENTS: PLEASE DO NOT ADD NOTES ON THIS FORM.**

TAX COLLECTOR USE ONLY  _____ Initials	<table style="width:100%; border-collapse: collapse;"> <tr> <th style="width:15%; text-align: left;">FEE SCHEDULE</th> <th style="width:35%;"></th> <th style="width:15%; text-align: left;">FEE EXEMPT</th> <th style="width:35%;"></th> </tr> <tr> <td>\$79.00</td> <td>New Business License (Jan-Sep)</td> <td>NC</td> <td>Veteran (Corporations/Partnerships are <b>NOT</b> exempt) or Non-Profit</td> </tr> <tr> <td>\$85.25</td> <td>New Business License (Oct-Dec)</td> <td></td> <td></td> </tr> <tr> <td>\$19.00</td> <td>Chain Installer (New/Renew)</td> <td>NC</td> <td>Add Owner/Partner</td> </tr> <tr> <td>\$50.00</td> <td>Location Change</td> <td>NC</td> <td>Remove Owner – Requires letter from Owner and a completed &amp; signed application from prior Co-Owner</td> </tr> <tr> <td>\$29.00</td> <td>Renewal – Timely</td> <td></td> <td></td> </tr> <tr> <td>\$45.00</td> <td>Renewal – Late</td> <td>NC</td> <td>Remove Co-Owner – Nothing additional required</td> </tr> <tr> <td>\$79.00</td> <td>Renewal – Timely &amp; Location Change</td> <td>NC</td> <td>Type Change</td> </tr> <tr> <td>\$95.00</td> <td>Renewal – Late &amp; Location Change</td> <td>NC</td> <td>Ownership Type Change/Business Name Change</td> </tr> <tr> <td></td> <td></td> <td>NC</td> <td>Mailing Address Change</td> </tr> </table>	FEE SCHEDULE		FEE EXEMPT		\$79.00	New Business License (Jan-Sep)	NC	Veteran (Corporations/Partnerships are <b>NOT</b> exempt) or Non-Profit	\$85.25	New Business License (Oct-Dec)			\$19.00	Chain Installer (New/Renew)	NC	Add Owner/Partner	\$50.00	Location Change	NC	Remove Owner – Requires letter from Owner and a completed & signed application from prior Co-Owner	\$29.00	Renewal – Timely			\$45.00	Renewal – Late	NC	Remove Co-Owner – Nothing additional required	\$79.00	Renewal – Timely & Location Change	NC	Type Change	\$95.00	Renewal – Late & Location Change	NC	Ownership Type Change/Business Name Change			NC	Mailing Address Change	
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## Treasurer-Tax Collector

[Home](#) > [Government](#) > [Treasurer-Tax Collector](#)

### Business License

#### General Business License Information

#### **WHO IS REQUIRED TO HAVE AN EL DORADO COUNTY BUSINESS LICENSE?**

It is unlawful for any person to transact any kind of business in the unincorporated territory of the County without possessing an unexpired and unrevoked county business license unless the business is [exempt](#) from the license requirements.

#### **ANNUAL BUSINESS LICENSE RENEWAL**

Business licenses must be renewed annually. A renewal notice will be mailed to you in the month prior to your renewal date.

#### **FEES**

Effective January 1, 2018, the annual general business license fee is \$46.00. This includes a \$4.00 state imposed fee. For certain businesses such as secondhand dealers, pawnbrokers, fortunetelling, and carnivals, the annual license fee is \$140.00, plus the \$4.00 state fee. For Christmas Tree lots the annual license fee is \$20.00 plus the \$4.00 state fee.

#### **CONTRACTORS**

A State Contractor's License is required. The name on the business license application must match exactly the name on the State Contractor's License. This information will be verified by Tax Collector personnel.



## MENU **Treasurer Tax Collector Menu**

B: Employment. A person who works for another at an agreed rate of compensation.

C: Insurance, farmers, charities, religious, fraternal, service and nonprofit organizations.

### **MULTIPLE BUSINESSES**

A separate license and application is required for each physical business location. Only one license is required if a combination of two or more kinds of businesses are operated at the same fixed place of business by the same person. A separate business license is required for each individual engaged in any itinerant business even though any two or more of the individuals are employed by the same person or are associated together in the same business.

### **FIREARMS LICENSE**

Applications to sell firearms must be accompanied by copies of all of the following: a) valid Federal firearms license, b) valid California seller's permit, and c) certificate of eligibility from the Department of Justice.

### **STATE FEE**

The below announcement concerning Compliance with State and Federal Law is required by California Government Code Section 4467(a).

Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:

The Division of State and Architect at [www.dgs.ca.gov/dsa/Home.aspx](http://www.dgs.ca.gov/dsa/Home.aspx)

The Department of Rehabilitation at [www.rehab.cahwnet.gov](http://www.rehab.cahwnet.gov)

The California Commission on Disability Access at [www.cdda.ca.gov](http://www.cdda.ca.gov)

**NOTE 1:** The approved application is not a license to conduct business activities. Once issued, the business license must be exhibited in a conspicuous place. Each solicitor must have an individual license in his/her possession at all times.



# El Dorado County



Home



I Want To



Government



Doing  
Business



Living



Visiting

## MENU **Treasurer Tax Collector Menu**

### Information

- About Us
- Building Closures
- Policies and Disclaimers
- Maps
- Enterprise System Catalog - SB272

### Support

- Contact Us
- Download Adobe Reader
- Site Map

### Accessibility

- Text Only
- Text Size
- Translation Disclaimer
- Select Language

### Employee

- **EDCNET**
- Human Resources
- Risk Management
- Login



© County of El Dorado | Emerald Bay background photo by Rod Hanna



# City of Jackson

http://ci.jackson.ca.us

## BUSINESS LICENSE APPLICATION/RENEWAL

Return this form with fee to:  
City of Jackson  
33 Broadway  
Jackson, CA 95642  
(209) 223-1646

**(Please Print)**

Business Name: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
(Area Code)

Business Location: \_\_\_\_\_  
Number Street Suite # City Zip

Mailing Address: \_\_\_\_\_  
Number Street Suite # City Zip

Business Owner: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
(Area Code)

Home Address: \_\_\_\_\_  
Number Street Suite # City Zip

E-Mail Address: \_\_\_\_\_

Is Application for  Sole Proprietorship  Partnership  Corporation: If Corporation list officers and titles:

\_\_\_\_\_  
Name (Title) Address (Area Code) Phone

\_\_\_\_\_  
Name (Title) Address (Area Code) Phone

Type of Business (Give Full Description) \_\_\_\_\_

Operating Date at this Location: \_\_\_\_\_ No. of Employees: \_\_\_\_\_

State Sales Tax No.: \_\_\_\_\_ Federal Employer ID#: \_\_\_\_\_

State Employer I.D. # \_\_\_\_\_ State Contractors License #: \_\_\_\_\_

CONTRACTORS - Job Location Address: \_\_\_\_\_

Please Check Appropriate Boxes:

- New Business
- Name of Previous Owner and Business \_\_\_\_\_
- Fixed place of business in City of Jackson
- No. of Units/Spaces \_\_\_\_\_
- No fixed place of business in City of Jackson

Please indicate fees paid (refer to attached explanation of fees)

Base fee .....	=	_____
No. of Employees: _____ x \$ _____	=	_____
No. of Units _____ x \$ _____	=	_____
Disability Access Fee (required by State of California).....	=	1.00
Other (Flat Rate) .....	=	_____
Subtotal .....	=	_____
Late Fees (if applicable).....	=	_____
<b>Total Due.....</b>	<b>=</b>	<b>_____</b>

Your Business License will be issued under the provisions of Municipal Code Title 5, Business Licenses and Regulations. All annual license taxes are due and payable on the 1st day of July each year. For failure to pay a license tax by July 31st, the collector shall add a penalty of fifteen (15) percent.

I hereby certify under penalty of perjury that I have read and understand the above statement.

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

### OFFICE USE ONLY

Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_ License # \_\_\_\_\_

Amount: \_\_\_\_\_ Receipt #: \_\_\_\_\_ Cash  Planning Dept.  City Manager  City Council

SIC Code: \_\_\_\_\_ Check  Building Dept.  Health Dept.  Police Dept.  Other

**CITY OF JACKSON  
BUSINESS LICENSE TAX SCHEDULE**

\*\*\*BUSINESS CATEGORY/TYPE

<b>VARIABLE RATE:</b>	<b>AMOUNT PER YEAR</b>
<p><b><u>FIXED PLACE OF BUSINESS WITHIN JACKSON CITY LIMITS.</u></b>            Every person engaged at a fixed place of business within the City limits of Jackson, in any trade, calling, occupation, vocation, or other means of livelihood, as an independent contractor and not as an employee of another and not otherwise specified, shall pay license tax based upon the average number of regular employees employed in such business:</p> <p style="text-align: right;">first employee <b>\$65.00</b>  <b>plus</b> for the next nine employees <b>10.00 each</b>  <b>plus</b> each additional employee <b>5.00 each</b></p> <p>(The determination of the amount of tax is predicated upon (1) owner, or member of a partnership, or officer of a corporation actively engaged in such business as being the first employee subject to the minimum annual license tax; each additional active member of a partnership or corporation in such business shall, for the purpose of the computation of license taxes, be considered to be an employee.)</p>	
<p><b>FLAT RATES:</b></p> <p><b><u>ALL PROFESSIONALS</u></b> . Including, but not limited to: Accountants, architects, attorneys, bookkeepers, chiropradists, chiropractors, dentists, doctors, oculists, physicians &amp; surgeons, engineers, land surveyors engaged in a fixed place of business in the City.</p>	<b>\$84.00</b>
<p><b><u>NO FIXED PLACE OF BUSINESS WITHIN JACKSON CITY LIMITS.</u></b>            Every person engaged at other than a fixed place of business within the City limits of Jackson, in any trade, calling, occupation, vocation, profession, or other means of livelihood, as an independent contractor and not as an employee of another, and not otherwise specified.</p>	<b>\$64.00</b>
<p><b><u>PEDDLERS AND SOLICITORS.</u></b></p>	<b>\$84.00</b>
<p><b><u>PEDDLERS AND SOLICITORS</u></b>, personally manufactured articles.</p>	<b>\$42.00</b>
<p><b><u>COIN MACHINES</u></b> - outside owner. Per vending machine:</p>	<b>\$24.00</b>
<p><b><u>TAXICABS</u></b></p>	<b>\$60.00 plus per taxicab 25.00 each</b>

\*\*\*One business category/type per license.

- RENEWAL
- NEW BUSINESS

# City of Sutter Creek



Return to:  
**CITY OF SUTTER CREEK**  
 18 Main Street  
 Sutter Creek, CA 95685  
 (209) 267-5647

## BUSINESS LICENSE APPLICATION

PLEASE TYPE OR PRINT.

BUSINESS NAME		
BUSINESS ADDRESS (COMPLETE ADDRESS, CITY, STATE, ZIP)		ASSESSOR PARCEL NUMBER
BUSINESS TELEPHONE	OWNER'S HOME TELEPHONE	DATE BUSINESS STARTED IN SUTTER CREEK
BUSINESS OWNER		OWNER'S SOCIAL SECURITY NUMBER
BUSINESS OWNER'S HOME ADDRESS (COMPLETE ADDRESS, CITY, STATE, ZIP)		
TYPE OF APPLICATION <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <small>(LIST ALL PARTNERS)   (LIST OFFICERS &amp; TITLES)</small>		ATTACH SEPARATE LIST IF NECESSARY
NAME / TITLE	COMPLETE ADDRESS	(AREA CODE) PHONE
NAME / TITLE	COMPLETE ADDRESS	(AREA CODE) PHONE
NAME / TITLE	COMPLETE ADDRESS	(AREA CODE) PHONE
RESALE NUMBER (BOARD OF EQUALIZATION)	STATE EMPLOYER I.D. #	FEDERAL EMPLOYER I.D. NUMBER

MAILING INFORMATION:

NAME  
 ADDRESS  
 CITY, ST, ZIP

ANNUAL . . . . . \$134.00  
 SEMI-ANNUAL . . . . . \$69.00  
 ONE TO THIRTY DAYS . . . \$24.00  
 CA DISABILITY ACCESS FEE PER AB1379 OF \$4.00 IS INCLUDED WITH THE FEES ABOVE.  
**SIX MONTH PERIOD EITHER JAN-JUN OR JULY-DEC. WE DO NOT PRORATE.**

PLEASE FILL IN APPROPRIATE SPACES:

\_\_\_\_\_ NUMBER OF EMPLOYEE'S INCLUDING OWNER.  
 \_\_\_\_\_ NUMBER OF PROFESSIONALS, \_\_\_\_\_ NUMBER OF ASSISTANTS OR EMPLOYEES  
 \_\_\_\_\_ NUMBER OF UNITS (ROOMS, APTS., BEDS, SPACES, LANES, BILLBOARDS, VEHICLES, TABLES, CHAIRS, ETC.)  
 \_\_\_\_\_ NUMBER OF RENTALS (AUTO, TRAILERS, PLANES, ETC.)  
 \_\_\_\_\_ OTHER \_\_\_\_\_

TYPE OF BUSINESS (GIVE FULL DESCRIPTION)

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**AVOID PENALTIES – FILE PROMPTLY      ALL BUSINESSES ARE SUBJECT TO AUDIT**

**AFFIDAVIT:** I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT THE REPORTED INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE BEEN GIVEN A SIGN PERMIT APPLICATION AND I WILL COMPLY WITH ALL PROVISIONS OF THE CITY OF SUTTER CREEK SIGN ORDINANCE.

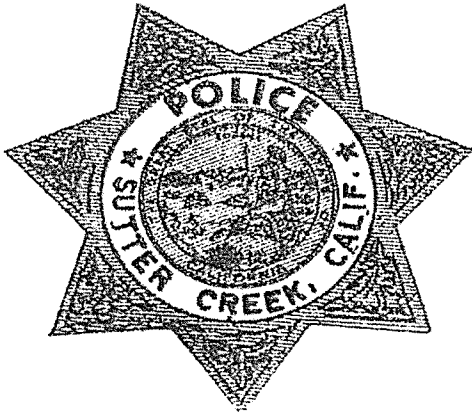
SIGNATURE: \_\_\_\_\_

OFFICE USE ONLY

RECEIVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 AMOUNT \_\_\_\_\_ RECEIPT # \_\_\_\_\_ CASH  CHECK   
 SIC CODE \_\_\_\_\_

	<u>APPROVED</u>	<u>DENIED</u>
OCCUPANCY PERMIT	_____	_____
USER PERMIT	_____	_____
ZONING COMPLIANCE	_____	_____
POLICE CLEARANCE	_____	_____





Sutter Creek Police Department  
18 Main Street  
Sutter Creek, California 95685  
(209) 267-5646

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Dear Business Owner:

The City of Sutter Creek Police Department is requesting the following information from you. The information that you provide will assist us in contacting you or someone you have identified as a "responsible" for your business in the event that there is a fire, flood, burglary, or suspicious circumstance involving your business.

Thank you for your cooperation. If you have any questions please contact Officer Pratt @ extension 224.

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Business Fax Number: \_\_\_\_\_

Responsible Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Alternate Phone Number: \_\_\_\_\_

Responsible Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Alternate Phone Number: \_\_\_\_\_

Responsible Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Alternate Phone Number: \_\_\_\_\_

**CITY OF SUTTER CREEK  
BUSINESS LICENSE APPLICATION CHECK LIST**

When establishing a new business in the City of Sutter Creek you may need to contact a number of different agencies and/or utilities to receive the required permits or services to begin operation. Please find below for your review and use a list of contacts:

<p><b><u>Business License</u></b> City of Sutter Creek 18 Main St. Sutter Creek 95685 (209) 267-5647</p>	<p>Residential businesses (those businesses operated from a home in residential areas) require a Use Permit reviewed by the Planning Commission. As part of the Business License Application, please check to see that your business is of the type allowed in the zoning for your physical location. If you are developing a vacant parcel from the "ground up", you will need a Site. Plan review through the Planning Commission.</p>		
<p><b><u>Sign Permit</u></b></p>	<p>If you will be putting up a sign at your business site, or changing the existing sign, you will need a sign permit. Sign permit applications are available at City Hall and are reviewed by the Sutter Creek City Building Inspector and Sutter Creek Planning Commission.</p>		
<p><b><u>Building Permit</u></b> City of Sutter Creek 18 Main St. Sutter Creek 95685 (209) 267-5200</p>	<p>If you will be making modifications to your building, (including electrical, mechanical or plumbing improvements) you will need to contact the Sutter Creek Building Inspector. New structures require a building permit and site plan as applicable. The Building Inspector's office is located in the basement of City Hall.</p>		
<p><b><u>Sewer Permit</u></b></p>	<p>If you require a new sewer hook—up or increased sewer service, you will need to contact the Sutter Creek Public Works Dept. Restaurants, food preparation and businesses that generate grease may require the installation of a grease trap. The Public Works Superintendent can be contacted through the City Offices.</p>		
<p><b><u>Encroachment Permit</u></b></p>	<p>If you require a new or modified encroachment on to a City street, you will need to contact the Sutter Creek Public Works Dept. If you require a new or modified encroachment on to a State highway, you will need to contact Caltrans, P.O. Box 606, Altaville, Cal. 95221 (209) 736-0253. (We have the Caltrans forms for your use).</p>		
<p><b><u>Police Department</u></b> City of Sutter Creek 18 Main St. Sutter Creek 95685 (209) 267-5646</p>	<p>If your business requires permits that would be issued by Federal, State or Local law enforcement agencies please check with the Sutter Creek Police Department.</p>		
<p><b><u>Fire District</u></b> SCFD 350 Hanford Street Sutter Creek 95685 (209) 267-0285</p>	<p>Fire and emergency services in Sutter Creek are provided by the Sutter Creek Fire Protection District. If your business or operation falls under this jurisdiction for fire and safety requirements please contact them.</p>		
<p><b><u>Health Department</u></b> Amador County 810 Court Street Jackson 95642 (209) 223-6439</p>	<p>Health Department services in Sutter Creek are provided by the Amador County Environmental Health Department. If your business or operation falls under this jurisdiction for health and sanitation requirements, please contact the Health Department.</p>		
<p><b><u>Special Permits or Licenses</u></b></p>	<p>If your business requires a special license or permit from a Federal or State Agency, such as a Storm Water Runoff Permit, Etc., you will need to identify and contact that agency as required.</p>		
<p><b><u>UTILITIES</u></b> (Under franchise agreements with the City)</p>			
<p><b>Amador Water Agency</b> 12800 Ridge Road Sutter Creek 95685 (209) 267-0226</p>	<p><b>P.G. &amp; E.</b> 12626 Jackson Gate Rd. Martell, 95642 (800) 743-5000</p>	<p><b>Amador Disposal Serv.</b> 6500 Buena Vista Road Buena Vista, CA (209) 274-2454</p>	<p><b>Comcast (Cable)</b> <b>(800) 972-8805</b></p>

A Code Compliance Check List is available for your use, upon request. If you need further assistance, in completing your business license application or making contact with any of the above services, please contact us.

**State Board of Equalization  
Sales and Use Tax Registration  
Sacramento Field Office  
3321 Power Inn Road, Suite 210, 95826-3889  
PO Box 188268, 95818-8268  
(916) 227-6700  
(916) 227-6746 fax**

**You must obtain a seller's permit if you:**

- Are engaged in business in California
- Intend to sell or lease tangible personal property that would ordinarily be subject to sales tax if sold at retail
- Will make sales for a temporary period, normally lasting no longer than 30 days at one or more locations (e.g. fireworks booth, Christmas tree lots, garage sale)

The requirement to obtain a seller's permit applies to:

<ul style="list-style-type: none"> <li>• Individuals</li> <li>• Partnerships</li> <li>• Corporations</li> <li>• Organizations</li> </ul>	<ul style="list-style-type: none"> <li>• Husband/Wife Co-ownership</li> <li>• LLP's</li> <li>• LLC's</li> </ul>
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Both wholesalers and retailers must apply for a seller's permit.

**Register In Person**

You may register for a seller's permit in person at the local field office in Sacramento (address shown above). Permits can usually be issued the same day and help in completing the application is available. Special information packets with the appropriate registration application for specific businesses are available.

**Register by Mail**

You can get an application for a seller's permit mailed to you by calling **800-400-7115**. If you are calling from outside of the 48 contiguous states, please call 916-445-6362. Representatives are available to assist you Monday through Friday (except state holidays) from 8:00 a.m. to 5:00 p.m. (Pacific Time). From TDD phones: **800-735-2929**

From voice phones: **800-735-2922**

A registration packet will be mailed to you within 24 hours. You will generally receive your permit approximately two weeks after we have received your completed application. Incomplete applications may delay the process.

**Applications Available On-Line @ <http://www.boe.ca.gov>**

The completed application can be delivered in person or by mail (address shown above). Persons or businesses that regularly incur use tax liabilities but are not engaged in a business requiring a seller's permit can arrange to receive Consumer Use Tax returns.

Persons or businesses that do not maintain a place of business within the state but voluntarily or by law collect tax on sales into California or businesses with sales personnel with no fixed business address can apply for a Certificate of Registration - Use Tax.

Additional on-line information is available on the tax rules for specific business, types of sales, or charges associated with sales for a number of businesses. The regulations relating to sales and use tax are also available.

**Amador County Environmental Health Department**  
**810 Court Street**  
**Jackson, CA 95642**  
**(209) 223-6439**  
**(209) 223-6228 fax**  
**Hours: Mon – Fri 8 AM – 5 PM**  
**Food Safety**

**I would like to open a restaurant in the county, what do I do?**

If it is a pre-existing food facility and you do not plan to change the operation, install any new equipment or remodel the building in any way, you must submit a completed food facility permit application, pay any outstanding permit fees, and contact this office to schedule a pre-opening onsite inspection of the facility before an annual permit to operate the facility will be issued.

If you plan to remodel the facility or build a food facility, you must submit a completed food facility application to this office along with complete, easily readable plans, drawn to scale, and specifications to this department, and the Building Department that has jurisdiction over your project, for review and approval before starting any new construction or remodeling of any facility for use as a retail food facility.

**How do I find the regulations that pertain to a retail food facility?**

Review CA Health & Safety Code *Division 104, Part 7, Chapter 4*

**How do I obtain a permit to sell at a temporary event?**

Temporary food facility permit applications must be completed and submitted to this office with the appropriate fee. Non-profit temporary food facilities are exempt from fees.

Contact this office for further requirements.

**How do I obtain a catering permit?**

A food facility permit application must be completed and submitted to this department with the \$168.00 annual permit fee. When operating a catering business all food preparation must be conducted at a permitted food facility in the county. Food preparation at a private residence is not permitted. Contact this office for a pre-opening inspection.

\*\*County and city building permits maybe required.

\*\*A food facility shall not be open for business without a valid permit.

**Where can I find information about irradiated foods?**

You can contact the Center for Consumer Research at the University of California Davis at (530) 752-2774.

If you have questions or complaints regarding prepackaged foods, drugs, medical devices, cosmetics, or household products, call the California Department of Health Services Food and Drug Branch 24 hour answering machine toll free at 1(800) 495- 3232.

**Title 6**  
Business Regulations

Chapter 6.04 — Regulatory Business Licenses

6.04.0 10 Regulatory Business License Required

No person or entity, whether as principal, agent, or employee, either for him or herself or for any other person or entity shall commence or carry on any trade, business, profession, occupation or calling within the City of Sutter Creek without first having obtained a regulatory business license to do so under this chapter. Each and every day any such activity is carried on without having first obtained the required license shall be a separate violation of this ordinance.

6.04.020 Separate Licenses Required

A separate license must be obtained for each branch establishment or separate place of business in which the trade, calling, profession or occupation is carried on, and each license shall authorize the party obtaining it to carry on, pursue or conduct only that trade, calling, profession or occupation described in such license, and only at the location or place of business which is indicated thereby.

6.04.030 Issuance of License

The city shall issue a license or permit designated in this chapter for every person liable to obtain a license or permit hereunder and to state in each license or permit the period of time covered thereby, the name of the person to whom issued, the trade, calling, profession, occupation or activity licensed or permitted, and the location or place of business where such trade, calling, profession, occupation or activity is to be carried on.

Section 6.04.05 Transferability of License

No license granted or issued under this chapter shall be in any manner transferred or assigned, or authorize any person other than is therein mentioned or named to carry on any trade, calling, profession, occupation or activity. Any change in location or name of person from that which is shown on the issued license or permit shall require a new license or permit to be obtained.

Section 6.04.06 Display of License

Every person having a license under the provisions of this chapter, and carrying on a trade, calling, profession, occupation or activity at a fixed place of business, shall keep such license posted and exhibited while in force in some conspicuous part of his or her place of business. Every person having such a license and not having a fixed place of business shall carry such license with him or her at all times while carrying on the trade, calling, profession, occupation or activity for which the same was granted and shall produce it for inspection upon demand. Every person having a license issued under the provisions of this chapter shall produce and exhibit the same when applying for a renewal thereof, and whenever requested to do so by any police officer or by any officer authorized to issue, inspect or collect licenses and permits.

Section 6.04.07 Suspension or Revocation of License

A. Any license issued under the terms of this chapter may be suspended or revoked by the city manager or his designee when it shall appear that the business or calling of the person to whom such license was issued is conducted in violation of any statute of the state, or ordinance of the city, or that the conduct of the business is a public nuisance, or the purpose for which the license has been issued is being abused to the detriment of the public, or is being used for a purpose other than that for which the license was issued.

B. A license issued under the terms of this chapter shall not, by virtue of this section, be revoked, canceled or suspended until a hearing shall have been had by the city manager relative to so doing. Written notice of the time and place of such hearing shall be served upon the permittee at least three days prior to the date set for such hearing. Such notice shall also contain a brief statement of the grounds to be relied upon for revoking, canceling or suspending such permit. Notice may be given either by personal delivery thereof to the person to be notified or by deposit in the United States mail in a sealed envelope, postage prepaid, addressed to such person to be notified, at the business address appearing upon the license. In revoking any such license, the city manager may authorize refund of all or any portion of the fee paid therefore. After any such license shall have been revoked, neither the holder thereof nor any person acting for the holder directly or indirectly, shall be entitled to another license to carry on the same or any similar business in the city, unless the application for such license shall be specifically approved by the city manager. Any person aggrieved by the action of the City Manager in revoking or suspending such license may appeal to the council in writing five working days after the decision of the City Manager is issued in writing.

#### Section 6.04.07 Enforcement and Cumulative Remedies

Violation of this ordinance shall be a misdemeanor, punishable by a fine and imprisonment and prescribed by law. Any police officer of the City shall have the authority to make arrests for violation of the provisions of this ordinance and to enter, free of charge, any place of business for which a license is required and demand the exhibition of the current license. Failure to allow entry or to exhibit a license on demand shall constitute a violation of this chapter. This ordinance may also be enforced by the City Attorney by any other means authorized by law.

#### Section 6.04.08 Regulatory Fee

An annual fee of equal to the reasonable cost of administration and enforcement of this ordinance shall be established from time to time by resolution of the City Council. The initial annual fee is hereby established as \$ 130.00 per license obtained.

#### Section 6.04.09 Rules and Regulations

The City Manager shall have the authority to a make and enforce rules and regulations consistent with the provisions of this ordinance, which are necessary or desirable to and in the enforceable of this chapter.

#### Section 6.04.10 No effect on Past Actions

Neither the adoption of this chapter nor its superseding of any portion of any other ordinance of the city shall in any manner be construed to affect prosecution for violation of any other ordinance committed prior to the effective date hereof, nor be construed as a waiver of any license or any penal provision applicable to any such violation, nor be construed to affect the validity of any bond or cash deposit required by any ordinance to be posted, filed, or deposited, and all rights and obligations thereunto appertaining shall continue in full force and effect.

#### Section 6.04.11 Code Compliance

Each business license application received shall be provided to the Public Works, Police, Fire, Building, Planning, and Health Departments for review and approval prior to issuance. Provided, however, that the City Manager may or his designee may issue a license conditioned upon the completion of such a review and correction of any code violation(s) found to exist as a result of the review.

**STATE OF CALIFORNIA**Edmund G. Brown, Jr., *Governor***DEPARTMENT OF INDUSTRIAL RELATIONS**

Division of Labor Standards Enforcement

P.O. Box 420603

San Francisco, CA 94142

Tel: (415) 703-4810

Fax: (415) 703-4807



Please take a moment to review the following information which is being provided in an effort to assist you in your efforts to begin your new business enterprise:

The State of California, through statutory mandates, requires that certain businesses and/or individuals obtain a license, registration or certification through the Division of Labor Standards Enforcement (DLSE) prior to commencing business and to maintain that license in good standing:

DLSE requires licenses for:

Farm Labor Contractors

Talent Agent

Industrial Homework

o License to Employ Industrial Homeworkers

o Permit to Work as an Industrial Homeworker

Employers, supervisors and transporters of minors working in door-to-door sales

DLSE requires registration of:

Garment Manufacturers/Contractors

Car Wash and Polishing businesses

DLSE provides certification of:

Studio Teachers

DLSE collects bonds for businesses engaging in:

Fee-Related Talent Services

Finally, please note that an Entertainment Work Permit is required of all minors wishing to work in the entertainment industry and any employer wishing to employ a minor in the entertainment industry is required to complete an Application for Permission to Employ a Minor in the Entertainment Industry.

Information on the licensing requirements and downloadable application forms, instructions and other documentation required to complete your application can be accessed on the DLSE website at <http://www.dir.ca.gov/dlse/dlseLicensing.html>. In addition, the DLSE provides a network of 18 District Offices which can provide further assistance if necessary. To find the office closest to you, please go the DLSE website at <http://www.dir.ca.gov/dlse/DistrictOffices.htm>.

**GOOD LUCK IN YOUR NEW BUSINESS !!  
WE WELCOME THE OPPORTUNITY TO ASSIST YOU !!**

Julie Su  
Labor Commissioner

# AMADOR COUNTY TREASURER - TAX COLLECTOR



500 ARGONAUT LANE, JACKSON, CA 95642-9534  
MICHAEL E. RYAN, TREASURER-TAX COLLECTOR

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

## MEMORANDUM

**TO : AMADOR COUNTY BOARD OF SUPERVISORS**

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

**DATE : AUGUST 24, 2004**

**RE : COUNTY BUSINESS LICENSE PROPOSAL**

=====

I am providing this information regarding the proposed Amador County Business License Program at the request of Patrick Blacklock, County Administrative Officer. Mr. Blacklock, County Planning Director Susan Grijalva and myself, have been researching this proposal over the past several months. In particular, we have been gathering data to help determine the feasibility of a County Business License Program from a fiscal standpoint.

In order to arrive at an estimate of the number of businesses located in the unincorporated areas of the County, we contacted the Assessor's Office, the Auditor's Office, and the Amador County Chamber of Commerce. The Assessor's Office has advised that their unsecured property tax records indicate that there are approximately 700 businesses being assessed that are located in the unincorporated areas. The State Board of Equalization sales tax records received by the Auditor's Office, and information from the Chamber of Commerce seem to substantiate this number. We have, somewhat arbitrarily, estimated that there are approximately 100 businesses which are located in the incorporated areas of the County, which also do business in the unincorporated areas. This provides a total of approximately 800 businesses which might be subject to any County business license requirement. Calaveras and El Dorado Counties indicate a delinquency rate on their County business licenses in any given year of approximately 15%. Using this delinquency rate, and the above estimates as to the number of potential business license customers, we can reasonably expect approximately 680 paid business licenses a year in Amador County.

After conferring with several other counties, and reviewing the business license software programs that are being utilized by those counties, I have estimated the initial and annual costs to the Tax Collector's Office of implementing and maintaining a business license program.



These estimated costs\* are as follows:

Initial implementation (software/hardware) :	\$50,000.00
Annual maintenance (software/hardware) :	\$10,000.00
Annual T/TC salary/benefits requirement (1 position {1/2 time} spread over 2-3 staff members) :	\$25,000.00
Annual services/supplies requirement :	\$ 5,000.00

\*Please note that these figures are for anticipated costs to the Tax Collector's Office only, and do not include any other departmental costs associated with any required review/approval of a business license application, nor do they include any costs of code enforcement activities.

Assuming that the above noted number of businesses and estimated costs are correct, to recover the annual Tax Collector costs only, the fee for any County business license would have to be approximately \$60.00 per year.

Using the same assumptions, if the County was to recover the annual Tax Collector costs, plus the implementation costs (prorated over a 5-year period), the fee for any County business license would have to be approximately \$75.00 per year.

If other departmental costs of review, approval and/or enforcement are to be considered, the business license fee would have to be increased substantially over these figures in order to recoup County costs. For example, if annual Code Enforcement/Planning costs are included (based on an estimate provided by Mrs. Grijalva), the fee for an annual County business license would have to be increased to approximately \$175.00.

For comparison purposes, please consider the following business license fees:

Calaveras County	\$25.00/year
El Dorado County	\$32.00/year
Stanislaus County	\$50.00/year
City of Jackson	\$42.00 - \$84.00/year (depending on type of business)
City of Sutter Creek	\$60.00/year

**PLANNING DEPARTMENT**  
**LAND USE AGENCY**

100 ARGONAUT LANE • JACKSON, CA 95642-9534 • PHONE (209) 223-6380

MEMO



TO: PATRICK BLACKLOCK, CAO  
FROM: SUSAN C. GRIJALVA, PLANNING DIRECTOR *scg*  
DATE: JUNE 14, 2004  
RE: ESTIMATED COSTS OF IMPLEMENTING A BUSINESS LICENSE PROGRAM

Per your request have prepared the following as an estimate of what we believe the start up costs would be should the Board of Supervisors implement a business license program for the County.

I spoke with Linda and we believe it will require a 1/2 time Code Enforcement Officer to pursue violators of the business license codes. Also needed would be equipment and a vehicle. Equipment would be a computer, desk, chair, phone, cameras, misc. office items, training, etc.

This cost would not begin to be incurred until about 6 mos to a year after the code went into effect as we would anticipate there to be a "grace" period for existing businesses to get their permit. Enforcement would be intense for an estimated period of 3 to 5 years - the time it would take to take the hard core non-compliance cases to court (assuming County Counsel has the resources to prosecute). You might need to consult with Counsel for costs, too.

From a Planning perspective I believe we would experience a surge of work in the beginning with it petering out after 3-4 years for the same reasons as cited above. I'd also anticipate code changes as we become aware of what really is out there. We would then most likely be either, or both, tightening up and providing for different types of uses the Board deemed necessary. For example, we might loosen up the codes to allow "cottage industries" which would exceed our current Home Occupation restrictions and at the same time we might need to specifically restrict some uses we find occurring to commercial districts to eliminate the question as to whether they could qualify as a home occupation/cottage industry. Anyway, I'd estimate a 1/2 time Planner I/II as well as the necessary equipment for that employee (and a vehicle if we don't have one yet!).

Ballpark estimate of cost would be about \$70,000 per year.

1/2 Code Enf. =	\$25,000
1/2 Planner =	\$30,000
Vehicle =	\$ 7,000
Misc. Equip. =	\$ 8,000 (2 computers, cameras, desks, chairs, phones, etc.)

# Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: December 4, 2018

## **SUBJECT**

Approval of Board of Supervisors Meeting Schedule for 2019

## **Recommendation:**

Changes to the schedule as desired and approval of the schedule

## **4/5 vote required:**

No

## **Distribution Instructions:**

Clerk

## **ATTACHMENTS**

- [Draft 2019 BOS Meeting Schedule.pdf](#)

# Amador County BOS Draft 2019 Meeting Schedule

January						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

May						
S	M	T	W	T	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

February						
S	M	T	W	T	F	S
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17	18	19	20	21	22	23
24	25	26	27	28		

June						
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						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October						
S	M	T	W	T	F	S
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20	21	22	23	24	25	26
27	28	29	30	31		

March						
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24	25	26	27	28	29	30
31						

July						
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28	29	30	31			

November						
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24	25	26	27	28	29	30

April						
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28	29	30				

August						
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11	12	13	14	15	16	17
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25	26	27	28	29	30	31

December						
S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- Board of Supervisors Meeting
- Administrative Committee Meeting
- County Holiday - Offices Closed
- Board of Equalization Meeting
- CSAC/RCRC/NACO Conference

Jan-20						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

CSAC Annual Conference 12/3 - 12/6  
 RCRC Annual Conference 9/25-9/27  
 NACO Annual Conference 7/11-7/15  
 CSAC Legislative Conference 4/24-4/25

**Notes:** Conferences and January 2020 schedule will be removed in published version

Board of Equalization meetings are not scheduled in June, July, and August, but may be scheduled as needed on non-BOS meeting Tuesdays.

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 4, 2018

## **SUBJECT**

Minutes: Review and possible approval of the November 13, 2018 Board of Supervisors Meeting Minutes.

## **Recommendation:**

Approval

## **4/5 vote required:**

No

## **Distribution Instructions:**

Board Clerk

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Surveyor

Meeting Date: December 4, 2018

## **SUBJECT**

Surveying: Scott and Julia Wilder - Certificate of Merger and abandonment of a ten foot (10') wide public utility easement. The property is located on the northwesterly side of Yolo Court, approximately 250 feet northeasterly of the junction with Coyote Drive, in the Lake Camanche Village area. Assessor Parcel No.'s 003-202-009 and 003-202-010.

## **Recommendation:**

Adopt resolutions approving the Certificate of Merger and approving the abandonment of the ten foot (10') wide public utility easement.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Transmit two copies of each resolution to Surveying; one set certified.

## **ATTACHMENTS**

- [Wilder Packet.pdf](#)



## SURVEYING DEPARTMENT


COUNTY ADMINISTRATION CENTER

810 Court Street  
Jackson, CA 95642-2132  
Telephone: (209) 223-6371

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November 15, 2018

TO: The Honorable Board of Supervisors

FROM: Steven A. Zanetta, County Surveyor 

SUBJECT: Scott & Julia Wilder-Public Hearing for a Certificate of Merger and Abandonment of a ten foot wide public utility easement.

Dear Board Members:

The subject agenda item is a Public Hearing for a Certificate of Merger and abandonment of a ten foot (10') wide public utility easement. The property is located on the northwesterly side of Yolo Court, approximately 250 feet northeasterly of the junction with Coyote Drive, in the Lake Camanche Village area. Assessor Parcel No.'s 003-202-009 and 003-202-010.

### RECOMMENDATION:

Please adopt the resolution approving the Certificate of Merger and the resolution approving the abandonment.



# SURVEYING DEPARTMENT

COUNTY ADMINISTRATION CENTER

810 Court Street  
Jackson, CA 95642-2132  
Telephone: (209) 223-6371

---

November 15, 2018

## AFFIDAVIT OF POSTING

Subject: Abandonment of a Public Utility Easement and Certificate of Merger – Scott & Julia Wilder

We have posted five copies of the attached Public Hearing Notice.

Sincerely,

Steven A. Zanetta  
County Surveyor

c.c. Files

SAZ/kg





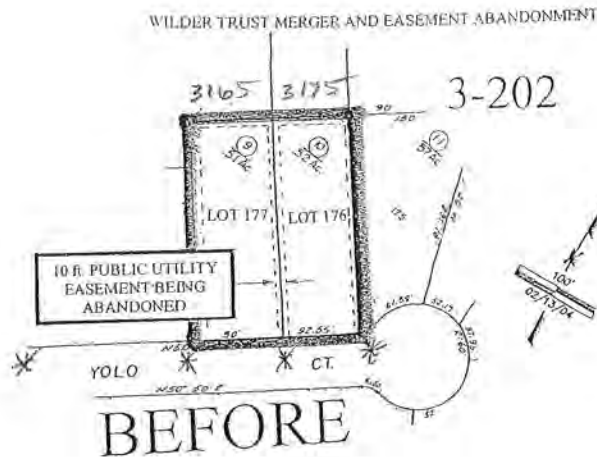
**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Board of Supervisors of the County of Amador, State of California, has received a request for an abandonment of a ten foot (10') wide public utility easement and a Certificate of Merger from Scott E. Wilder and Julia A. Wilder, Trustees, or Successor Trustee(s) of the Wilder Trust dated July 7, 1998. The Merger consists of merging Lots 176 and 177, as said lots are shown and delineated on the map of "Lake Camanche Village Unit 1", on file for record in Book 3 of Subdivision Maps, at pages 8 through 23, Records of Amador County, California. The centerline of said easement abandonment being along the line common to said Lots 176 and 177, for the same owners. The Property is located on the northwesterly side of Yolo Court, approximately 250 feet northeasterly of the junction with Coyote Drive, in the Lake Camanche Village area. Assessor Parcel No.'s 003-202-009 and 003-202-010.

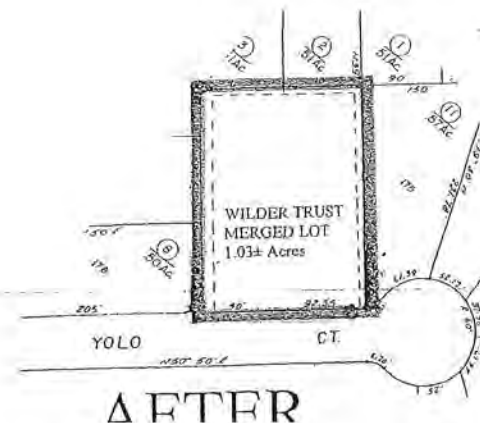
A Public Hearing to consider said abandonment and Certificate of Merger will be held at the County Administration Building, 810 Court Street, Jackson, California 95642, on Tuesday, December 4, 2018, at 10:30 a.m. or as soon thereafter as the matter may be heard, at which time any and all interested persons may come and be heard thereon.

If you have any questions, or desire further information, please contact Surveying & Engineering (209) 223-6371.

**AMADOR COUNTY BOARD OF SUPERVISORS**



SET 4 FLIERS AT  
LOCATIONS MARKED  
BY "\*"   
11/15/2018



Requested by:  
**BOARD OF SUPERVISORS**  
Return to:  
**SURVEYING & ENGINEERING**

---

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

IN THE MATTER OF

RESOLUTION APPROVING ABANDONMENT  
OF A PUBLIC UTILITY EASEMENT FOR  
SCOTT E. WILDER AND JULIA A. WILDER,  
TRUSTEES, OR SUCCESSOR TRUSTEE(S) OF  
THE WILDER TRUST DATED JULY 7, 1998

RESOLUTION NO. 18-xxx

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the abandonment of a public utility easement for Scott E. Wilder and Julia A. Wilder, Trustees, or Successor Trustees(s) of the Wilder Trust dated July 7, 1998, as attached description in Exhibit "A".

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 4th day of December 2018, by the following vote:

AYES:	Lynn A. Morgan, Brian Oneto, Patrick Crew, Richard M. Forster, Frank U. Axe
NOES:	None
ABSENT:	None

---

Lynn A. Morgan, Chair, Board of Supervisors

ATTEST:

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

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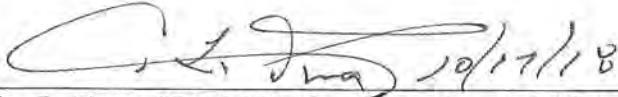
Deputy

# EXHIBIT "A"

## LEGAL DESCRIPTION Public Utility Easement abandonment Lots 176 & 177, Lake Camanche Village Unit 1

An easement for public utilities abandoned lying within the County of Amador, State of California, and being the uniform width of Ten (10.00) feet, the centerline of which is more particularly described as follows:

Beginning at the Northerly corner common to Lots "176 .52 AC." and "177 .51 AC.", as shown and so designated upon that certain official map entitled "LAKE CAMANCHE VILLAGE UNIT 1", and filed for record in the office of the Recorder of Amador County in Book 3 of Subdivision Maps at Pages 8, et seq; thence, from said point of beginning, along the common line to said Lots 176 and 177, South 39° 10' 00" East 248.00 feet to the most Southerly common corner thereto.

 10/17/18

Ciro L. Toma PLS-3570 License expires 06/30/2020



Requested By:  
**BOARD OF SUPERVISORS**  
When recorded return to:  
**SURVEYING & ENGINEERING**

---

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

IN THE MATTER OF:

RESOLUTION ISSUING CERTIFICATE  
OF MERGER TO SCOTT E. WILDER AND  
JULIA A. WILDER, TRUSTEES, OR SUCCESSOR  
TRUSTEE(S) OF THE WILDER TRUST DATED  
JULY 7, 1998

RESOLUTION NO. 18-xxx

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that pursuant to Amador County Code No. 17.94.040 a certificate of merger be approved and hereby is issued to Scott E. Wilder and Julia A. Wilder, Trustees, or Successor Trustees(s) of the Wilder Trust dated July 7, 1998, for the parcel described in the certificate of merger; and

BE IT FURTHER RESOLVED that the Clerk of said Board be and hereby is directed to record this resolution and certificate of merger.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 4th day of December 2018, by the following vote:

AYES:	Lynn A. Morgan, Brian Oneto, Patrick Crew, Richard M. Forster, Frank U. Axe
NOES:	None
ABSENT:	None

---

Lynn A. Morgan, Chair, Board of Supervisors

ATTEST:

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

---

Deputy

Requested by:  
Board of Supervisors

Return to:  
Surveying and Engineering

---

**CERTIFICATE OF MERGER**

I/We, the undersigned owner(s) of record, hereby declare our intention to merge said real property, heretofore known and described as follows:

Lots No. 176 and 177 of Lake Camanche Village, Unit No. 1, as shown on the official map filed for record March 31, 1970 in Book 3 of Subdivision Maps at Page 8, Amador County Records.

APNs 003-202-009 and 003-202-010

Said land to be known hereafter as follows:

**(SEE ATTACHED LEGAL DESCRIPTION)**

Owner(s) signature: 

Print name/title: Scott E. Wilder, trustee or successor trustee of the Wilder Trust dated July 7, 1998

Owner(s) signature: 

Print name/title: Julia A. Wilder, trustee or successor trustee of the Wilder Trust dated July 7, 1998

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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

State of California

County of Amador

On August 20<sup>th</sup> 2018, before me, Steven P. Taylor, a Notary Public, personally appeared Scott E. Wilder and Julia A. Wilder

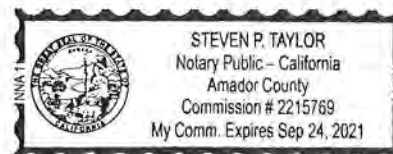
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s)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

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

WITNESS my hand and official seal.

Signature Steven P. Taylor

Name Steven P. Taylor  
(typed or printed)



(Area reserved for official notarial seal)

**LEGAL DESCRIPTION**  
**Merger of Lots 176 & 177, Lake Camanche Village Unit 1**

A parcel of land situated in the County of Amador, State of California, and begin more particularly described as follows:

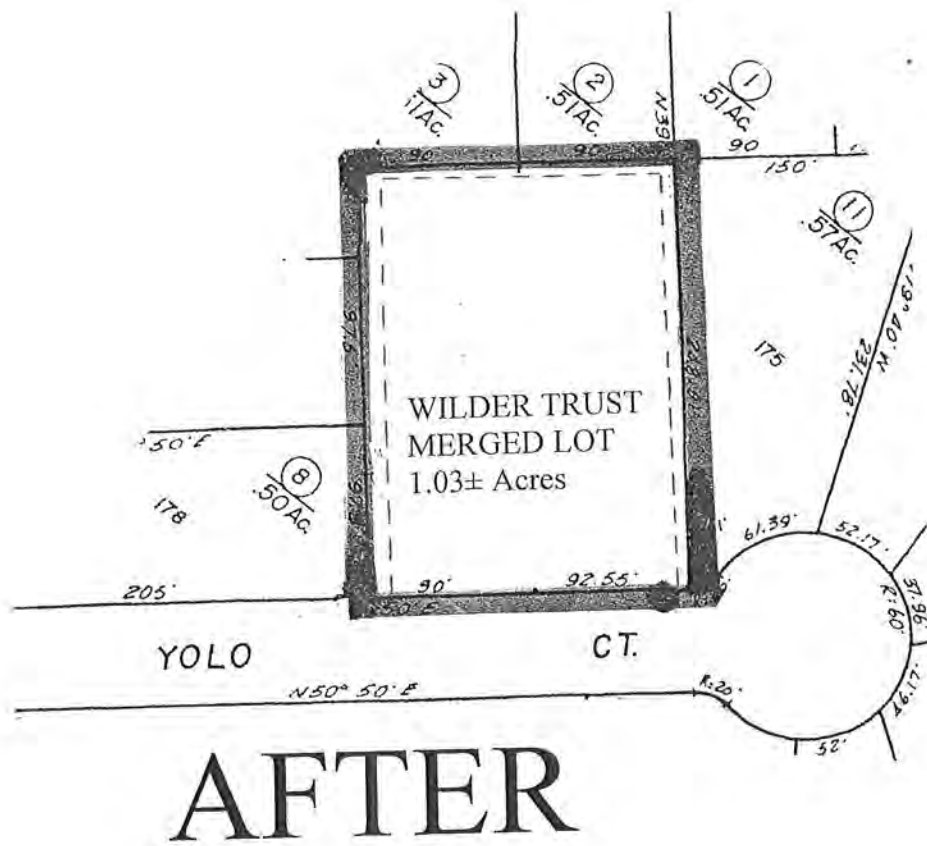
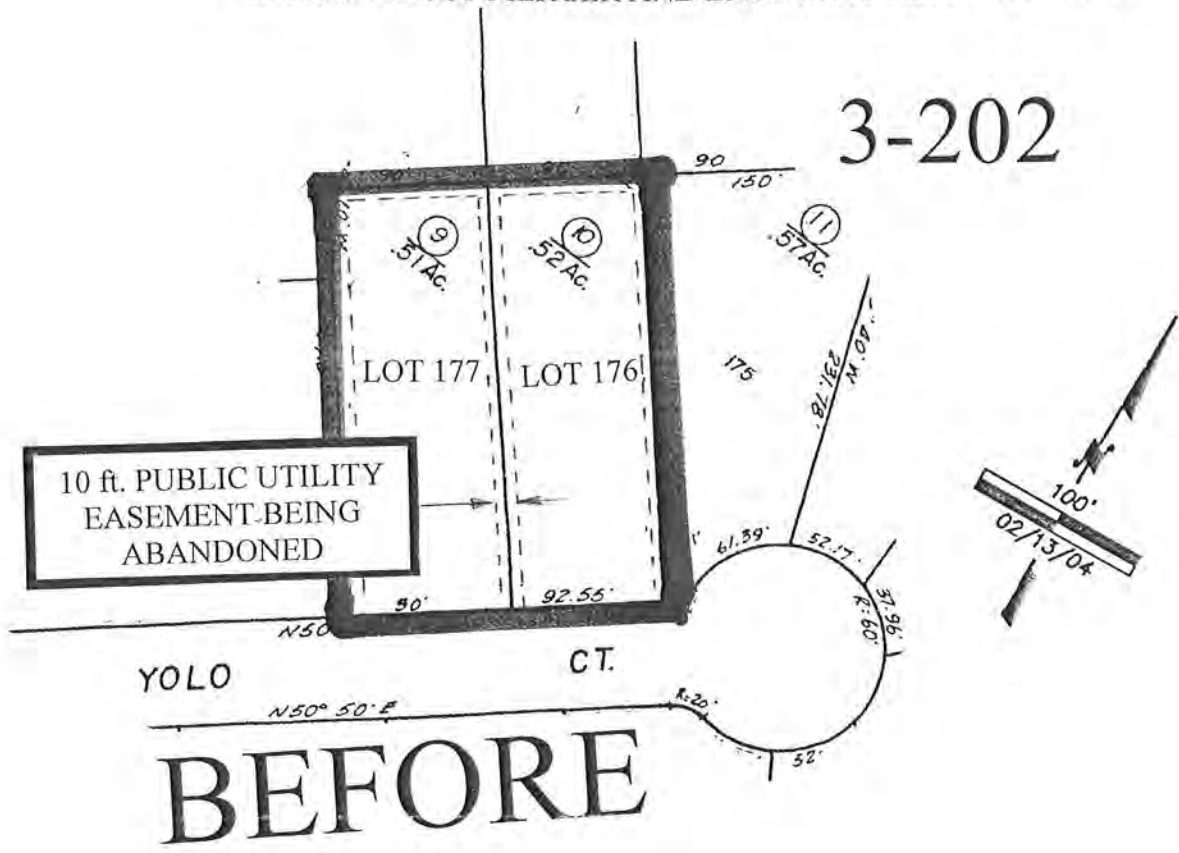
Beginning at the most Northerly corner of the former Lot "176 .52 AC.", as shown and so designated upon that certain official map entitled "LAKE CAMANCHE VILLAGE UNIT 1", and filed for record in the office of the Recorder of Amador County in Book 3 of Subdivision Maps at Pages 8, et seq; then from said point of beginning, along the Easterly line of said former Lot 176, South 39° 45' 22" East 248.01 feet to the Southeast corner thereof; thence, along the Southerly line of said of said former Lot 176, and the Southerly line of former Lot "177 0.51 AC.", as shown and so designated upon the hereinabove referred to official map, South 50° 50' 00" West 182.55 feet to the Southwest corner of said former Lot 177; thence, along the Westerly line of said former Lot 177, North 39° 10' 00" West 248.00 feet to the Northwest corner thereof; thence, along the Northerly lines of said former Lots 177 and 176, North 50° 50' 00" East 180.00 feet to the point of beginning, and containing 1.03 acre of land, more or less.

  
Ciro L. Toma PLS 3570 License expires 06/30/2020.



WILDER TRUST MERGER AND EASEMENT ABANDONMENT

3-202





# Board of Supervisors Agenda Item Report

Submitting Department: Amador Fire Protection District

Meeting Date: December 4, 2018

## **SUBJECT**

Community Facilities District 2006-1 (Annexation #11): Discussion and possible action relative to a public hearing to consider:

1. Adoption of a Resolution determining to submit question of annexation territory to Community Facilities District 2006-1 (Fire Protection Services), County of Amador, State of California to the landowners in the territory proposed for Amador, State of California, to the landowners in the territory proposed for annexation (Annexation #11); and
2. Adoption of a Resolution declaring the results of the special election to annex certain territory to Community Facilities District 2006-1 (Fire Protection Services), County of Amador, State of California (Annexation #11).

## **Recommendation:**

Discussion and possible action.

## **4/5 vote required:**

No

## **Distribution Instructions:**

AFPD

## **ATTACHMENTS**

- [Resolution Determining to Submit Qestion to Election Annex No 11 clean.doc](#)
- [Resolution Declaring Election Results Annex No. 11 clean.doc](#)

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

IN THE MATTER OF:

RESOLUTION DETERMINING TO SUBMIT  
QUESTION OF ANNEXING TERRITORY  
TO COMMUNITY FACILITIES DISTRICT  
NO. 2006-1 (FIRE PROTECTION SERVICES),  
COUNTY OF AMADOR, STATE OF  
CALIFORNIA, TO THE LANDOWNERS IN THE  
TERRITORY PROPOSED FOR ANNEXATION  
(ANNEXATION 11)

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Board of Supervisors (the “Board”) of the County of Amador (the “County”) has conducted proceedings under the Mello-Roos Community Facilities Act of 1982 (the “Act”) to establish Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California (the “Community Facilities District”), to authorize the levy of special taxes (the “Special Taxes”) upon the land within the Community Facilities District, the proceeds of which are to be used to finance certain public fire protection services; and

WHEREAS, the Board, by Resolution No. 18 - 119 (the “Resolution of Intention to Annex Territory”) adopted by the Board on October 23, 2018 has determined that the public convenience and necessity require the annexation of the territory (the “Annexation Area”) described on the map entitled “Annexation Map No. 11 of Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California” (the “Annexation Map”) attached to the Resolution of Intention to Annex Territory, which Annexation Map was recorded on October 24, 2018, in Book 1 of Maps of Assessment and Community Facilities Districts of the County of Amador at Page 375-380, further designated as instrument number 2018-00007848-00, and has further determined that such annexation is advantageous to the Community Facilities District and the owners of the property within the Community Facilities District; and

WHEREAS, the Resolution of Intention to Annex Territory fixed Tuesday, the 4<sup>th</sup> day of December, 2018, at the hour of 10:30 o’clock a.m., or as soon thereafter as the Board could consider the matter, in the Board of Supervisors’ Chambers in the Amador County Administration Center at 810 Court Street, Jackson, California as the time and place for a public hearing to be held by the Board to consider the proposed annexation of the Annexation Area to the Community Facilities District and all other matters set forth in the Resolution of Intention to Annex Territory, and notice of the public hearing was duly given as provided in the Resolution of Intention to Annex Territory; and

WHEREAS, on December 4, 2018, the Board opened the public hearing at the time and place scheduled and at the public hearing all persons interested, including all taxpayers, property owners and registered voters within the Community Facilities District and within the Annexation Area, were given an opportunity to appear and to be heard, and the testimony of all interested persons or taxpayers for or against the proposed annexation or any other matters set forth in the Resolution of Intention to Annex Territory was heard and considered, and the Board then closed the public hearing; and

WHEREAS, written protests against the annexation were not submitted by 50 percent of the registered voters, or by six registered voters (whichever is more) residing within the Community Facilities District, or by 50 percent of the registered voters or six registered voters (whichever is more) residing within the Annexation Area; nor were written protests against the annexation submitted by the owners of one-half of the area of land in the territory included in the Community Facilities District, nor by the owners of one-half of the area of land in the Annexation Area; and

WHEREAS, pursuant to Section 53339.7 of the Act, the proposition to annex the Annexation Area to the Community Facilities District and to subject the Annexation Area to the Special Taxes is to be submitted to the qualified electors of the Annexation Area; and

WHEREAS, the Board is fully advised in this matter;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. Declaration of the Board. The Board hereby specifically finds and declares that the actions authorized hereby constitute and are with respect to public affairs of the County and that the statements, findings and determinations of the County set forth above and in the preambles of the documents approved herein are true and correct.

SECTION 2. Matter to be Submitted to Qualified Electors. Pursuant to Section 53339.7 and Sections 53318 *et seq.* of the Act, the proposition to annex the Annexation Area to the Community Facilities District and to subject the Annexation Area to the levy of the Special Taxes as set forth in the revised rate and method of apportionment described in the Resolution of Intent to Annex Territory shall be submitted to the qualified electors of the Annexation Area at an election called therefor as provided below.

SECTION 3. Findings as to Fire Protection Services. The Board hereby finds and determines that the fire protection services to be financed by the Community Facilities District in the Annexation Area are in addition to those provided within the Annexation Area prior to this proposed annexation, and that the financed services will not supplant fire protection services currently available within the Annexation Area.

SECTION 4. Declaration of Landowner Vote. The Board accepts the Certificate re: Registered Voters heretofore filed in these proceedings and finds, in accordance therewith, that during the ninety days preceding the close of the public hearing there have been times when there were fewer than twelve registered voters residing within the Annexation Area. Accordingly, under Sections 53326(b) and 53339.7 of the Government Code, the qualified

electors of the Annexation Area for the proposed special election shall be the owners of land within the Annexation Area.

SECTION 5. Specification of Landowner Qualified Electors. The Board accepts the Certificate re: Landowners heretofore filed in these proceedings and finds, in accordance therewith, that the owners of land within the Annexation Area are the Landowners set forth in the attachment to the Certificate re: Landowners and that the attachment correctly sets forth the amount of property owned by each Landowner and the number of votes to which each Landowner is entitled pursuant to Sections 53326(b) and 53339.7, being the number of acres owned rounded up to the next whole acre.

SECTION 6. Findings Regarding Form of Waiver of Election Requirements. The Board hereby approves the form of “Property Owner’s Waiver and Consent Shortening Time Periods and Waiving Various Requirements for Conducting a Mailed-Ballot Election in Annexation Proceedings and Appointment of Representative to Act for Property Owner in Voting and Casting Ballot” (the “Waiver, Consent and Appointment”) by which the time limits and related requirements respecting preparation and distribution of election materials are waived, a copy of which is attached hereto as Exhibit B. The Board hereby finds that the rights, procedures and time periods therein waived are solely for the protection of the qualified electors and may be waived by the qualified electors under Sections 53326(a), 53327(b) and 53339.7 of the Act and under other provisions of law dealing with waiver generally, and that the Waiver, Consent and Appointment constitutes a full and knowing waiver, by any qualified elector who has executed the form, of those rights, procedures and time periods.

SECTION 7. Findings Regarding Receipt of Election Waivers. The Board further finds and determines, based on a Certificate of Clerk re: Receipt of Property Owner Waiver and Consent Forms, provided this date by the Clerk, that each Landowner, or an authorized representative of each Landowner, has filed with the Clerk a properly executed Waiver, Consent and Appointment. The Board therefore is establishing the procedures and time periods for this special mailed-ballot election without regard to statutory schedules.

SECTION 8. Call of Election. Pursuant to Sections 53326 and 53339.7 of the Government Code, the Board hereby calls an election, to be held and conducted forthwith upon adoption of this Resolution, and sets December 4, 2018, as the election date. Pursuant to Sections 53326 and 53339.7 of the Government Code, the election shall be conducted by mailed ballot; provided that personal service of the respective ballots to authorized representatives of each Landowner is permitted under the terms of the Waiver, Consent and Appointment forms on file with the Clerk and shall therefore be permitted. The Clerk is directed to either mail or make personal service of the ballots, in the form of the attached Exhibit A, to each Landowner or, if one has been appointed pursuant to a Waiver, Consent and Appointment, to the Landowner’s authorized representative.

SECTION 9. Form of Ballot Measure. The proposition to be submitted to the qualified electors of the Annexation Area shall be as set forth in the form of special election ballot attached hereto as Exhibit A.

SECTION 10. Specifications of the Election Order. The Clerk is hereby designated as the official to conduct the special mailed-ballot election pursuant to the Act and California Elections Code Sections 307 and 320 and the following provisions:

(a) The special election shall be held and conducted, and the votes canvassed and the returns made, and the results determined, as provided herein; and in all particulars not prescribed by this Resolution the special election shall be held and conducted and the votes received and canvassed in the manner provided by law for the holding of special elections consistent with the Act.

(b) All Landowners within the Annexation Area as of the close of the Public Hearing shall be qualified to vote upon the proposition to be submitted at the special election.

(c) The special election shall be conducted as a mailed-ballot election, in accordance with the provisions of the Act and the proceedings of the Board, and there shall be no polling places for the special election. All ballots shall be delivered or mailed by the Clerk to the Landowners, and all voted ballots are required to be received by the Clerk not later than 12:00 noon on the day of the election in order to be counted. However, if at any time the Clerk determines that all votes have been cast, the Clerk shall immediately declare the election closed.

(d) Each voter desiring to vote in favor of the proposition to be submitted at the special election shall mark a cross (x) or similar mark in the box next to the word "YES" on the ballot to the right of the proposition; and each voter desiring to vote against the proposition shall mark a cross (x) or similar mark in the box next to the word "NO" on the ballot to the right of the proposition. The cross (x) or similar mark may be marked with either pen or pencil.

(e) The Clerk shall commence the canvass of the returns of the special election, and report the returns to the Board as soon as she may.

(f) The Board may thereupon declare the results of the special election, and shall cause to be spread upon its minutes a statement of the results of the special election as ascertained by the canvass.

SECTION 11. Two-Thirds Vote Required. Pursuant to Section 53339.8 of the Act, the above proposition shall become effective upon the affirmative vote of two-thirds or more of the votes cast upon the proposition.

SECTION 12. County Officers Authorized to Act to Effectuate this Resolution. The officers of the County are hereby authorized and directed, individually and collectively, to do any and all things that they deem necessary or advisable in order to effectuate the purposes of this Resolution.

SECTION 13. Effective Date. This Resolution shall take effect immediately upon its adoption.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 4th day of December 2018, by the following vote:

AYES:

NOES:

ABSENT:

---

Chairman, Board of Supervisors

ATTEST:

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

---

Deputy

**EXHIBIT A**

**COMMUNITY FACILITIES DISTRICT NO. 2006-1  
(FIRE PROTECTION SERVICES)  
(ANNEXATION NO. 11)**

**SPECIAL ELECTION BALLOT  
FOR THE SPECIAL MAILED- BALLOT ELECTION OF December 4, 2018**

This ballot is for the use of \_\_\_\_\_, a landowner within the territory proposed to be annexed to Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California.

According to the provisions of the Community Facilities Act of 1982, and a resolution of the Board of Supervisors of the County of Amador, this landowner is entitled to cast \_\_\_\_\_ votes on this ballot.

In order to be counted, this ballot must be certified below and be returned, either by mail or in person, before 12:00 noon on Tuesday, December 4, 2018, to:

Jennifer Burns, Clerk of the Board of Supervisors  
County of Amador  
810 Court Street  
Jackson, CA 95642

Mailing by that date will not be sufficient, as the ballot must be physically received by the Clerk of the Board of Supervisors of the County of Amador prior to the deadline in order to be counted.

AN "X" OR OTHER MARK WILL CAST ALL VOTES ASSIGNED TO THIS BALLOT, OR THE VOTER MAY WRITE NUMBERS IN THE SPACES PROVIDED. All distinguishing marks or erasures are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the Clerk of the Board of Supervisors of Amador County and obtain another.

**BALLOT MEASURE**

Shall the parcels of real property shown on "Annexation Map No. 11" of Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California" recorded in the Office of the Amador County Recorder on \_\_\_\_\_, 2018 as instrument number 2018-\_\_\_\_\_, be annexed to Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California and become subject to its annual special tax as provided in the revised rate and method of apportionment described in Resolution No. 18-119 adopted on October 23, 2018 ("Resolution of Intent to Annex Territory") related to Community Facilities District No. 2006-1?

YES:

NO:

**Certification**

The undersigned is the authorized representative of the above-named landowner and is the person legally authorized and entitled to cast this ballot on behalf of the above-named landowner.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on December 4, 2018.

By \_\_\_\_\_

**EXHIBIT B**

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

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

**PROPERTY OWNERS' IRREVOCABLE WAIVER AND CONSENT  
ENCUMBERING PROPERTY AND BINDING FUTURE OWNERS  
SHORTENING TIME PERIODS AND WAIVING VARIOUS  
REQUIREMENTS FOR CONDUCTING A MAILED-BALLOT ELECTION  
IN ANNEXATION PROCEEDINGS**

**AND APPOINTMENT OF REPRESENTATIVE TO ACT FOR PROPERTY OWNER  
IN VOTING AND CASTING BALLOT**

**COMMUNITY FACILITIES DISTRICT NO. 2006-1  
(FIRE PROTECTION SERVICES)  
COUNTY OF AMADOR, STATE OF CALIFORNIA**

I [We], \_\_\_\_\_

(print name[s])

(referred to in this document collectively as the "Undersigned") declare [check one]:

\_\_\_\_\_ **The Undersigned are ALL of the owners (hereinafter the "Owners")...**

**OR**

\_\_\_\_\_ **The Undersigned is the authorized representative of, and in executing this document is acting for, ALL of the Owners (and has attached hereto evidence of the Undersigned's authority to act for ALL of the Owners in this regard, which Owners are listed here:**



)...

of the real property listed below by Assessor's Parcel Number ("APN") and for which **a legal description is attached**, which is proposed to be annexed to Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California (the "Community Facilities District"). The APN's are:

\_\_\_\_\_ . This real property will be referred to hereinafter as "the Property."

The Undersigned understands that a special mailed-ballot, landowner election will be held to determine whether the Property will be annexed to the Community Facilities District, and further understands that if the Property is annexed, authority will be conferred on the Board of Supervisors of the County of Amador (the "Board") to levy an annual special tax on the Property to finance fire protection services as set forth in a resolution adopted by the Board on January 9, 2007 (Resolution No. 07-11 -- the Resolution of Formation of the Community Facilities District).

The Undersigned, on behalf of the Owners, represents that by the time of the public hearing on the annexation of the Property to the Community Facilities District, and by the time of the proposed mailed-ballot election, the Owners may have sold some or all of the Property to others. The Undersigned further represents, on behalf of the Owners, that this Waiver, Consent and Appointment is intended to bind the purchasers and future owners of the Property and to be as fully operative with respect to the Property as if the purchasers and future owners were the Owners of the Property, and were represented by the Undersigned at the time this Waiver, Consent and Appointment is executed by the Undersigned.

The Undersigned represents and promises that the Undersigned or the Owners will disclose the existence and effect of this Waiver, Consent and Appointment to all prospective purchasers of the Property, or any portion thereof, prior to entering into any agreement or contract to transfer the Property, or any portion thereof (or, if that has already occurred, prior to close of escrow); but the Undersigned acknowledges, on behalf of the Owners, that the effectiveness of this Waiver, Consent and Appointment, and its irrevocability, does not depend upon the Undersigned or the Owners doing so.

The Undersigned, on behalf of the Owners, acknowledges that certain County procedures with respect to the Property are being conducted and expedited by the County of Amador in reliance on this Waiver, Consent and Appointment being irrevocable, and that it is irrevocable.

The Undersigned, on behalf of the Owners, requests that the election be conducted at the earliest possible date. The Undersigned is the person legally entitled and authorized to execute this Waiver, Consent and Appointment with respect to the Property in connection with the landowner, mailed-ballot election on the annexation.

The Undersigned, on behalf of the Owners, hereby waives any and all minimum time periods relative to the election pursuant to Government Code Section 53326(a).

The Undersigned, on behalf of the Owners, hereby waives the preparation and distribution of an impartial analysis of the ballot measure, as well as arguments in favor and against, under the authority of Government Code Section 53327(b).

The Undersigned, on behalf of the Owners, hereby waives the requirement to publish notice of the election under Government Code Section 53352.

The Undersigned, on behalf of the Owners, hereby waives the requirements regarding the time to mail ballots to the qualified electors under Elections Code Section 4101, and agrees that either mailed service or personal service of the ballot will be sufficient.

The Undersigned, on behalf of the Owners, hereby waives the requirements regarding identification envelopes for the return of mailed ballots contained in Government Code Section 53327.5.

The Undersigned, on behalf of the Owners, hereby waives any and all defects in notice or procedure in the conduct of the election, whether known or unknown (except the right to vote and to have the ballots fairly counted), and states that the election is being expedited, pursuant to this Waiver, Consent, and Appointment, at the particular instance and request of the Undersigned and of the Owners.

The Undersigned, on behalf of the Owners, hereby consents to the levy and collection of the special tax on the Property and hereby waives any and all rights to challenge the inclusion of the Property in the Community Facilities District and any and all other proceedings related thereto.

The Undersigned, on behalf of the Owners, hereby authorizes David Bellerive, Chief of the Amador Fire Protection District and Chuck Iley, Amador County Administrator, and their successors in office, or any of them, to act in all respects for the Property and for the Owners in casting the votes and executing the ballot assigned to the Property.

Finally, the Undersigned, on behalf of the Owners, acknowledges that a portion of the Property as furthered identified on Exhibit B is designated as a "Remainder Residential Parcel" by the Community Facilities District and once the new APNs are assigned to the Property, the Community Facilities District shall record a Notice of Release of Lien for the Remainder Residential Parcel and the Remainder Residential Parcel shall no longer be subject to the special tax for the Community Facilities District. The Undersigned, on behalf of the Owners, agrees that future subdivision of the Remainder Residential Parcel shall trigger annexation of all portions of the Remainder Residential Parcel to the Community Facilities District, including all costs associated with such annexation. If no parcel is designated at the time of annexation then all parcels are subject to annexation.

This Waiver, Consent and Appointment shall be recorded as a burden on the title of the Property. Once a mailed-ballot election as referred to herein has been successfully conducted, the Notice of Special Tax Lien encumbering the Property and the Notice of Release of Lien with respect to the Remainder Residential Property have been recorded with the Amador County Recorder, and the applicable statute of limitations for any legal challenge to the validity of the special tax on the Property has expired, this document shall be of no further force or effect, and shall no longer burden the title of the Property.

The Undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Waiver, Consent and Appointment is signed by each of the Undersigned on the date following each signature.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

IN THE MATTER OF:

RESOLUTION DECLARING THE RESULTS  
OF THE SPECIAL ELECTION TO ANNEX  
CERTAIN TERRITORY TO COMMUNITY  
FACILITIES DISTRICT NO. 2006-1 (FIRE  
PROTECTION SERVICES), COUNTY OF  
AMADOR, STATE OF CALIFORNIA  
(ANNEXATION 11)

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Board of Supervisors (the “Board”) of the County of Amador (the “County”) has conducted proceedings under the Mello-Roos Community Facilities Act of 1982 (the “Act”) to establish Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California (the “Community Facilities District”), to authorize the levy of special taxes (the “Special Taxes”) upon the land within the Community Facilities District, the proceeds of which are to be used to finance certain public fire protection services; and

WHEREAS, the Board, by Resolution No. 18-119 (the “Resolution of Intention to Annex Territory”) adopted on October 23, 2018, determined that the public convenience and necessity required the annexation of the territory (the “Annexation Area”) described on the map entitled “Annexation Map No. 11 of Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California” (the “Annexation Map”) attached to the Resolution of Intention to Annex Territory, which Annexation Map was recorded on October 24, 2018, in Book 1 of Maps of Assessment and Community Facilities Districts of the County of Amador at Page 375-380, and further referenced as instrument number 2018-00007848-00, and the Board further determined that such annexation would be advantageous to the Community Facilities District and the owners of the property in the Community Facilities District; and

WHEREAS, the Resolution of Intention to Annex Territory fixed Tuesday, the 4<sup>th</sup> day of December, 2018, at the hour of 10:30 o’clock A.M., or as soon thereafter as the Board could consider the matter, in the Board of Supervisors’ Chambers in the Amador County Administration Center at 810 Court Street, Jackson, California as the time and place for a public hearing to be held by the Board to consider the proposed annexation of the Annexation Area to the Community Facilities District and all other matters set forth in the Resolution of Intention to Annex Territory, and notice of the public hearing was duly given as provided in the Resolution of Intention to Annex Territory; and

WHEREAS, on December 4, 2018, the Board opened the public hearing at the time and place scheduled and at the public hearing all persons interested, including all taxpayers,

property owners and registered voters within the Community Facilities District and within the Annexation Area were given an opportunity to appear and to be heard, and the testimony of all interested persons or taxpayers for or against the proposed annexation or any other matters set forth in the Resolution of Intention to Annex Territory was heard and considered, and the Board then closed the public hearing; and

WHEREAS, on December 4, 2018, the Board adopted its “Resolution Determining to Submit the Question of Annexing Territory to Community Facilities District No. 2006-1 (Fire Protection Service), County of Amador, State of California to the Landowners in the Territory Proposed for Annexation (Annexation No. 11)” (the “Resolution Calling Election”), calling for a special election of the qualified electors within the Additional Territory; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Act, the special election was held on December 4, 2018; and

WHEREAS, the Clerk of the Board has duly canvassed the votes cast at the special election upon the question of annexation, and has certified the canvass of the returns of the election and has filed a Certificate of Election Results (the “Canvass”); and

WHEREAS, the Board is fully advised in this matter;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. Declaration of the Board. The Board hereby specifically finds and declares that the actions authorized hereby constitute and are with respect to public affairs of the County and that the statements, findings and determinations of the County set forth above and in the preambles of the documents approved herein are true and correct.

SECTION 2. Acceptance of Canvass. The Board has received, reviewed and hereby accepts the Canvass.

SECTION 3. Declaration of Election Results. The Board hereby finds and declares, based upon the Canvass, that the ballot proposition submitted to the qualified electors of the Annexation Area pursuant to the Resolution Calling Election has been passed and approved by two-thirds or more of the votes cast by such electors in accordance with Section 53339.8 of the Act.

SECTION 4. Annexation and Authorization to Levy Special Taxes. The Board hereby determines that the Annexation Area is added to and made a part of the Community Facilities District with full legal effect and that the Board is now authorized to levy the Special Taxes within the Annexation Area. The revised rate and method of apportionment set forth in Exhibit “A” attached hereto and incorporated by reference (the Revised RMA”), is hereby certified, including the addition of a Seasonal Residential and Seasonal Non-Residential category that will apply prospectively to properties that are not accessible in winter, as well as the addition of the allowance by property owners to exempt one parcel from annexation from an annexing parcel map, provided, however, if there is a residential unit on the property it will be deemed to be the parcel designated as the Remainder Parcel. The Revised RMA supersedes the previously

approved rate and method of apportionment and shall constitute the rate and method of apportionment of special taxes within the Community Facilities District until such special tax may be modified or amended from time to time by a resolution of change or a resolution of annexation adopted pursuant to the provisions of the Act.

SECTION 5. Direction to Clerk to Record Notice of Lien. The Clerk is hereby directed to execute and cause to be recorded in the office of the Amador County Recorder a Notice of Special Tax Lien (Annexation) as to the Additional Territory pursuant to Section 53339.8 of the Act, the recording to occur no later than fifteen days following the adoption of this Resolution.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 4th day of December 2018, by the following vote:

AYES:

NOES:

ABSENT:

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Chairman, Board of Supervisors

ATTEST:

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

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Deputy

# Board of Supervisors Agenda Item Report

Submitting Department: Assessor

Meeting Date: December 4, 2018

## **SUBJECT**

Assessor: Secured Roll Corrections with values being decreased over \$150,000 .

## **Recommendation:**

Approve

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

Assessor, Auditor

## **ATTACHMENTS**

- [Roll Corrections.pdf](#)
- [030-690-030-000.pdf](#)



County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
007-010-023-000	2017	A0474	I	007-010-023-000	007-010-023-000	052-086	052-086
R&T 1	75.54	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	900,000	200,000		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change		Supl Change
		-700,000		

N	10 % PP Penalty		
N	Restricted	Event From/Thru Dates	
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest		
506/5151 From/Thru Dates			
	From 1	From 2	Thru

Owner SIMPSON JAMES & SNYDER LORENA  
Mailing Address 8142 UNDERWOOD DR  
IONE CA 95640-9714

Situs

Bill Comments  
Change in Ownership 11/23/2016  
Adjusted Value

TaxBill Days		Print R/C Wks	C
R/C Date	Nov 6, 2018	Print R/C Letter	C
Created By	tm	R/C Completed	C

Appraiser	_____	_____	_____	_____
	Initials	Date		
Supv Appr	_____	_____	Asmt Clerk	_____
	Initials	Date	Initials	Date
Chief Appr	_____	_____	Off Mgr	_____
	Initials	Date	Initials	Date

Assessor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Auditor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ County Counsel \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
007-010-023-000	2018	A0475	S	007-010-023-000	007-010-023-000	052-086	052-086
R&T 1	75.54	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	918,000	204,000		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change	Supl Change	
		-714,000		

Owner SIMPSON JAMES & SNYDER LORENA  
Mailing Address 8142 UNDERWOOD DR  
IONE CA 95640-9714

Situs

Bill Comments Change in Ownership 11/23/2016  
Adjusted Value

N	10 % PP Penalty	<b>Event From/Thru Dates</b>	
N	Restricted	<span style="border: 1px solid black; display: inline-block; width: 80px; height: 20px;"></span>	<span style="border: 1px solid black; display: inline-block; width: 80px; height: 20px;"></span>
N	Timber Preserve		
N	5151 Interest	<b>Ownership From/Thru Dates</b>	
N	506 Interest	<span style="border: 1px solid black; display: inline-block; width: 80px; height: 20px;"></span>	<span style="border: 1px solid black; display: inline-block; width: 80px; height: 20px;"></span>
<b>506/5151 From/Thru Dates</b>			
	From 1	From 2	Thru
	<span style="border: 1px solid black; display: inline-block; width: 80px; height: 20px;"></span>	<span style="border: 1px solid black; display: inline-block; width: 80px; height: 20px;"></span>	<span style="border: 1px solid black; display: inline-block; width: 80px; height: 20px;"></span>

TaxBill Days	<span style="border: 1px solid black; display: inline-block; width: 60px; height: 20px;"></span>	Print R/C Wks	<input type="checkbox"/>
R/C Date	Nov 6, 2018	Print R/C Letter	<input type="checkbox"/>
Created By	tm	R/C Completed	<input type="checkbox"/>

Appraiser _____ Initials                      Date	
Supv Appr _____ Initials                      Date	Asmt Clerk _____ Initials                      Date
Chief Appr _____ Initials                      Date	Off Mgr _____ Initials                      Date

Assessor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Auditor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
 County Counsel \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
007-020-008-000	2017	A0477	I	007-020-008-000	007-020-008-000	052-086	052-086
R&T 1	75.54	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	300,000	80,000		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change		Supl Change
		-220,000		

Owner SIMPSON JAMES & SNYDER LORENA  
Mailing Address 8142 UNDERWOOD DR  
IONE CA 95640-9714

Situs 10169 BELL RD  
PLYMOUTH CA

Bill Comments Change in Ownership 11/23/2016  
Adjusted Value

N	10 % PP Penalty		
N	Restricted	Event From/Thru Dates	
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest		
506/5151 From/Thru Dates			
	From 1	From 2	Thru

TaxBill Days		Print R/C Wks	C
R/C Date	Nov 6, 2018	Print R/C Letter	C
Created By	tm	R/C Completed	C

Appraiser	_____	_____	_____
	Initials	Date	
Supv Appr	_____	_____	Asmt Clerk _____
	Initials	Date	Initials Date
Chief Appr	_____	_____	Off Mgr _____
	Initials	Date	Initials Date

Assessor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Auditor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ County Counsel \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
007-020-008-000	2018	A0478	S	007-020-008-000	007-020-008-000	052-086	052-086
R&T 1	75.54	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	306,000	81,600		
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change	Supl Change	
		-224,400		

Owner SIMPSON JAMES & SNYDER LORENA  
Mailing Address 8142 UNDERWOOD DR  
IONE CA 95640-9714

Situs 10169 BELL RD  
PLYMOUTH CA

Bill Comments Change in Ownership 11/23/2016  
Adjusted Value

N	10 % PP Penalty	<b>Event From/Thru Dates</b>	
N	Restricted	<input type="text"/>	<input type="text"/>
N	Timber Preserve		
N	5151 Interest	<b>Ownership From/Thru Dates</b>	
N	506 Interest	<input type="text"/>	<input type="text"/>
<b>506/5151 From/Thru Dates</b>			
	From 1	From 2	Thru
	<input type="text"/>	<input type="text"/>	<input type="text"/>

TaxBill Days	<input type="text"/>	Print R/C Wks	<input type="text" value="C"/>
R/C Date	Nov 6, 2018	Print R/C Letter	<input type="text" value="C"/>
Created By	tm	R/C Completed	<input type="text" value="C"/>

Appraiser	_____	_____	_____	_____
	Initials	Date		
Supv Appr	_____	_____	Asmt Clerk	_____
	Initials	Date		Initials
Chief Appr	_____	_____	Off Mgr	_____
	Initials	Date		Initials
				Date

Assessor \_\_\_\_\_ Date \_\_\_\_\_ Auditor \_\_\_\_\_ Date \_\_\_\_\_ County Counsel \_\_\_\_\_ Date \_\_\_\_\_  
Signature Signature Signature Date Date Date

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
023-380-013-000	2018	A0482	S	023-380-013-000	023-380-013-000	052-086	052-086
R&T 1	51	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	232,760	138,000		
Structure	577,084	487,000		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE		Net Change		Supl Change
		-184,844		

N	10 % PP Penalty	<b>Event From/Thru Dates</b>	
N	Restricted	<input style="width: 80px;" type="text"/>	<input style="width: 80px;" type="text"/>
N	Timber Preserve		
N	5151 Interest	<b>Ownership From/Thru Dates</b>	
N	506 Interest	<input style="width: 80px;" type="text"/>	<input style="width: 80px;" type="text"/>
<b>506/5151 From/Thru Dates</b>			
	From 1	From 2	Thru
	<input style="width: 80px;" type="text"/>	<input style="width: 80px;" type="text"/>	<input style="width: 80px;" type="text"/>

Owner ZANOLLI MICHAEL & PEGGY LIVING TRUST  
Mailing Address 27039 LILLEGARD CT  
TRACY CA 95304

TaxBill Days	<input style="width: 80px;" type="text"/>	Print R/C Wks	<input type="checkbox"/> C
R/C Date	Nov 7, 2018	Print R/C Letter	<input type="checkbox"/> C
Created By	tm	R/C Completed	<input type="checkbox"/> C

Situs

Bill Comments

Appraiser	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	
	Initials	Date	
Supv Appr	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	Asmt Clerk <input style="width: 100%;" type="text"/>
	Initials	Date	Initials      Date
Chief Appr	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	Off Mgr <input style="width: 100%;" type="text"/>
	Initials	Date	Initials      Date

Assessor  Signature  Date

Auditor  Signature  Date

County Counsel  Signature  Date

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA	
042-050-017-000	2018	A0491	S	042-050-017-000	042-050-017-000	052-086	052-086	
R&T 1	51	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code	800

	Roll Value	New Value	Sup From Net	Sup To Net
Land	244,956	75,000		
Structure	502,892	517,500		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX	7,000	7,000		
Other Exemptions				
CODE		Net Change		Supl Change
		-155,348		

<input type="checkbox"/> N	10 % PP Penalty		
<input type="checkbox"/> N	Restricted		
<input type="checkbox"/> N	Timber Preserve		
<input type="checkbox"/> N	5151 Interest		
<input type="checkbox"/> N	506 Interest		
<b>Event From/Thru Dates</b>			
	<input type="text"/>	<input type="text"/>	
<b>Ownership From/Thru Dates</b>			
	<input type="text"/>	<input type="text"/>	
<b>506/5151 From/Thru Dates</b>			
	From 1	From 2	Thru
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Owner CARDARELLI FRANK & CHARLENE  
Mailing Address 13594 W VIEW DR  
SUTTER CREEK CA 95685

TaxBill Days	<input type="text"/>	Print R/C Wks	<input type="text" value="C"/>
R/C Date	Nov 7, 2018	Print R/C Letter	<input type="text" value="C"/>
Created By	tm	R/C Completed	<input type="text" value="C"/>

Situs

Bill Comments

Appraiser	_____	Initials	_____	Date	_____
Supv Appr	_____	Initials	_____	Date	_____
Chief Appr	_____	Initials	_____	Date	_____
Asmt Clerk	_____	Initials	_____	Date	_____
Off Mgr	_____	Initials	_____	Date	_____

Assessor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Auditor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
County Counsel \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**County of AMADOR**  
**ASSESSOR ROLL CORRECTION**

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
990-035-832-000	2016	A0476	E	007-020-008-000	007-020-008-000	052-086	052-086
R&T 1	75.54	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	300,000	80,000	276,405	56,405
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
	Net Change	-220,000	Supl Change	-220,000

Owner SIMPSON JAMES & SYNDER LORENA  
Mailing Address 8142 UNDERWOOD DR  
IONE CA 95640-9714

Situs 10169 BELL RD  
PLYMOUTH CA

Bill Comments Change in Ownership 11/23/2016  
Adjusted Value

<table> <tr><td>N</td><td>10 % PP Penalty</td></tr> <tr><td>N</td><td>Restricted</td></tr> <tr><td>N</td><td>Timber Preserve</td></tr> <tr><td>N</td><td>5151 Interest</td></tr> <tr><td>N</td><td>506 Interest</td></tr> </table>	N	10 % PP Penalty	N	Restricted	N	Timber Preserve	N	5151 Interest	N	506 Interest	<p align="center"><b>Supl Info</b></p> <p align="center"><b>Event From/Thru Dates</b></p> <table align="center"> <tr> <td align="center">Nov 23, 2016</td> <td align="center">Nov 23, 2016</td> </tr> </table> <p align="center"><b>Ownership From/Thru Dates</b></p> <table align="center"> <tr> <td align="center">Nov 23, 16</td> <td align="center">Jun 30, 17</td> </tr> </table> <p align="center"><b>506/5151 From/Thru Dates</b></p> <table align="center"> <tr> <td align="center">From 1</td> <td align="center">From 2</td> <td align="center">Thru</td> </tr> <tr> <td align="center"> </td> <td align="center"> </td> <td align="center"> </td> </tr> </table>	Nov 23, 2016	Nov 23, 2016	Nov 23, 16	Jun 30, 17	From 1	From 2	Thru			
N	10 % PP Penalty																				
N	Restricted																				
N	Timber Preserve																				
N	5151 Interest																				
N	506 Interest																				
Nov 23, 2016	Nov 23, 2016																				
Nov 23, 16	Jun 30, 17																				
From 1	From 2	Thru																			

TaxBill Days	220	Print R/C Wks	C
R/C Date	Nov 6, 2018	Print R/C Letter	C
Created By	tm	R/C Completed	C

Appraiser	_____	_____	Date	_____	_____
	Initials	Date			
Supv Appr	_____	_____	Date	Asmt Clerk	_____
	Initials	Date			Initials
					Date
Chief Appr	_____	_____	Date	Off Mgr	_____
	Initials	Date			Initials
					Date

Assessor \_\_\_\_\_ Date \_\_\_\_\_ Auditor \_\_\_\_\_ Date \_\_\_\_\_ County Counsel \_\_\_\_\_ Date \_\_\_\_\_  
Signature Signature Signature Date Date Date

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
990-035-833-000	2016	A0473	E	007-010-023-000	007-010-023-000	052-086	052-086
R&T 1	75.54	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							000

	Roll Value	New Value	Sup From Net	Sup To Net
Land	900,000	200,000	829,186	129,186
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE				
	Net Change	-700,000	Supl Change	-700,000

Owner SIMPSON JAMES & SNYDER LORENA  
Mailing Address 8142 UNDERWOOD DR  
IONE CA 95640-9714

Situs

Bill Comments Change in Ownership 11/22/2016  
Adjusted Value

**Supl Info**

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

**Event From/Thru Dates**  
Nov 23, 2016 Nov 23, 2016

**Ownership From/Thru Dates**  
Nov 23, 16 Jun 30, 17

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

TaxBill Days 220  
R/C Date Nov 6, 2018  
Created By tm

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

Appraiser \_\_\_\_\_  
Initials Date

Supv Appr \_\_\_\_\_  
Initials Date

Chief Appr \_\_\_\_\_  
Initials Date

Asmt Clerk \_\_\_\_\_  
Initials Date

Off Mgr \_\_\_\_\_  
Initials Date

Assessor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Auditor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
County Counsel \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
030-690-030-000	2018	A0515	S	030-690-030-000	030-690-030-000	052-086	052-086
R&T 1	51	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							800

	Roll Value	New Value	Sup From Net	Sup To Net
Land	252,685	75,000		
Structure	343,645	321,000		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX	7,000	7,000		
Other Exemptions				
CODE		Net Change	Supl Change	
		-200,330		

Owner FREITAS DONALD & QUANE DARCY  
Mailing Address PO BOX 387  
PINE GROVE CA 95665

Situs 14595 ANDREWS RD  
PINE GROVE CA

Bill Comments PROP 8 VALUE ADJUSTMENT

N	10 % PP Penalty		
N	Restricted	Event From/Thru Dates	
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest		
506/5151 From/Thru Dates			
	From 1	From 2	Thru

TaxBill Days		Print R/C Wks	C
R/C Date	Nov 16, 2018	Print R/C Letter	C
Created By	TM	R/C Completed	C

Appraiser	_____	_____	_____	_____
	Initials	Date	Initials	Date
Supv Appr	_____	_____	Asmt Clerk	_____
	Initials	Date	Initials	Date
Chief Appr	_____	_____	Off Mgr	_____
	Initials	Date	Initials	Date

Assessor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Auditor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ County Counsel \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
800-000-184-000	2018	A0531	U	555-052-037-000	800-000-184-000	052-037	052-037
R&T 1	4986	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							001

	Roll Value	New Value	Sup From Net	Sup To Net
Land				
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property	16,550			
HOX				
Other Exemptions				
CODE	Net Change	-16,550	Supl Change	

N	10 % PP Penalty		
N	Restricted	Event From/Thru Dates	
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest		
506/5151 From/Thru Dates			
	From 1	From 2	Thru

Owner GREER DANIEL  
Mailing Address DBA JIM GREER TRENCHING  
PO BOX 268  
IONE CA 95640

TaxBill Days		Print R/C Wks	C
R/C Date	Nov 19, 2018	Print R/C Letter	C
Created By	SL	R/C Completed	C

Situs 6330 STATE HWY 104  
IONE CA 95640

Bill Comments BUSINESS CLOSED 2011

Appraiser	_____	_____	_____	_____
	Initials	Date		
Supv Appr	_____	_____	Asmt Clerk	_____
	Initials	Date		Initials Date
Chief Appr	_____	_____	Off Mgr	_____
	Initials	Date		Initials Date

Assessor \_\_\_\_\_ Date \_\_\_\_\_ Auditor \_\_\_\_\_ Date \_\_\_\_\_ County Counsel \_\_\_\_\_ Date \_\_\_\_\_  
Signature Signature Signature

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt 800-000-184-000	Tax Year 2017	R/C # A0532	Roll Type Y	Fee Parcel 555-052-037-000	Originating Asmt 800-000-184-000	From TRA 052-037	New TRA 052-037
R&T 1 4986	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code	001

	Roll Value	New Value	Sup From Net	Sup To Net
Land				
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property	17,860			
HOX				
Other Exemptions				
CODE	Net Change	-17,860	Supl Change	

N	10 % PP Penalty		
N	Restricted	Event From/Thru Dates	
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest		
506/5151 From/Thru Dates			
	From 1	From 2	Thru

Owner GREER DANIEL  
Mailing Address DBA JIM GREER TRENCHING  
PO BOX 268  
IONE CA 95640

Situs 6330 STATE HWY 104  
IONE CA 95640

Bill Comments BUSINESS CLOSED 2011

TaxBill Days		Print R/C Wks	C
R/C Date	Nov 19, 2018	Print R/C Letter	C
Created By	SL	R/C Completed	C

Appraiser	_____	_____	_____	_____
	Initials	Date		
Supv Appr	_____	_____	Asmt Clerk	_____
	Initials	Date		Initials Date
Chief Appr	_____	_____	Off Mgr	_____
	Initials	Date		Initials Date

Assessor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Auditor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ County Counsel \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
800-000-184-000	2016	A0533	Y	555-052-037-000	800-000-184-000	052-037	052-037
R&T 1	4986	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							001

	Roll Value	New Value	Sup From Net	Sup To Net
Land				
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property	20,170			
HOX				
Other Exemptions				
CODE	Net Change	-20,170	Supl Change	

N	10 % PP Penalty		
N	Restricted	Event From/Thru Dates	
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest		
506/5151 From/Thru Dates			
	From 1	From 2	Thru

Owner GREER DANIEL  
Mailing Address DBA JIM GREER TRENCHING  
PO BOX 268  
IONE CA 95640

TaxBill Days		Print R/C Wks	C
R/C Date	Nov 19, 2018	Print R/C Letter	C
Created By	SL	R/C Completed	C

Situs 6330 STATE HWY 104  
IONE CA 95640

Bill Comments BUSINESS CLOSED 2011

Appraiser	_____	_____	_____	_____
	Initials	Date		
Supv Appr	_____	_____	Asmt Clerk	_____
	Initials	Date		Initials Date
Chief Appr	_____	_____	Off Mgr	_____
	Initials	Date		Initials Date

Assessor \_\_\_\_\_ Date \_\_\_\_\_ Auditor \_\_\_\_\_ Date \_\_\_\_\_ County Counsel \_\_\_\_\_ Date \_\_\_\_\_  
Signature Signature Signature

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
800-000-184-000	2015	A0534	Y	555-052-037-000	800-000-184-000	052-037	052-037
R&T 1	4986	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							001

	Roll Value	New Value	Sup From Net	Sup To Net
Land				
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property	21,730			
HOX				
Other Exemptions				
CODE	Net Change	-21,730	Supl Change	

Owner GREER DANIEL  
Mailing Address DBA JIM GREER TRENCHING  
PO BOX 268  
IONE CA 95640

Situs 6330 STATE HWY 104  
IONE CA 95640

Bill Comments BUSINESS CLOSED 2011

N	10 % PP Penalty		
N	Restricted	Event From/Thru Dates	
N	Timber Preserve		
N	5151 Interest	Ownership From/Thru Dates	
N	506 Interest		
506/5151 From/Thru Dates			
	From 1	From 2	Thru

TaxBill Days		Print R/C Wks	C
R/C Date	Nov 19, 2018	Print R/C Letter	C
Created By	SL	R/C Completed	C

Appraiser	_____	_____	_____	_____
	Initials	Date		
Supv Appr	_____	_____	Asmt Clerk	_____
	Initials	Date		Initials Date
Chief Appr	_____	_____	Off Mgr	_____
	Initials	Date		Initials Date

Assessor \_\_\_\_\_ Date \_\_\_\_\_ Auditor \_\_\_\_\_ Date \_\_\_\_\_ County Counsel \_\_\_\_\_ Date \_\_\_\_\_  
Signature Signature Signature

County of AMADOR  
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
800-000-184-000	2014	A0535	Y	555-052-037-000	800-000-184-000	052-037	052-037
R&T 1	4986	R&T 2	N	Taxroll Asmt Only	Y	Value History	Taxability Code
							001

	Roll Value	New Value	Sup From Net	Sup To Net
Land				
Structure				
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property	25,663			
HOX				
Other Exemptions				
CODE	Net Change	-25,663	Supl Change	

Y	10 % PP Penalty	<b>Event From/Thru Dates</b>	
N	Restricted		
N	Timber Preserve	<b>Ownership From/Thru Dates</b>	
N	5151 Interest		
N	506 Interest	<b>506/5151 From/Thru Dates</b>	
		From 1	From 2
			Thru

Owner GREER DANIEL  
Mailing Address DBA JIM GREER TRENCHING  
PO BOX 268  
IONE CA 95640

Situs 6330 STATE HWY 104  
IONE CA 95640

Bill Comments BUSINESS CLOSED 2011

TaxBill Days		Print R/C Wks	C
R/C Date	Nov 19, 2018	Print R/C Letter	C
Created By	SL	R/C Completed	C

Appraiser	_____	Initials	Date
Supv Appr	_____	Initials	Date
Chief Appr	_____	Initials	Date
Asmt Clerk	_____	Initials	Date
Off Mgr	_____	Initials	Date

Assessor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Auditor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
County Counsel \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 4, 2018

## **SUBJECT**

Board of Supervisors: Resolution declaring a Local State of Emergency in Amador County due to Pervasive Tree Mortality. (Original resolution adopted on February 23, 2016 and updated on September 13, 2016, February 28, 2017 and January 9, 2018.)

## **Recommendation:**

Adopt Resolution

## **4/5 vote required:**

No

## **Distribution Instructions:**

File

## **ATTACHMENTS**

- [LocalEmergency Tree Mortality resol.doc](#)

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

IN THE MATTER OF:

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

RESOLUTION NO. 18-xxx

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

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

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

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

WHEREAS, The latest aerial survey estimated that over 129 million trees have died across California as a result of the drought and the effects of bark beetle infestation, up from 3.3 million in 2014; and

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

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

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

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

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



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

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

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

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

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

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

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 4<sup>th</sup> day of December 2018, by the following vote:

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

NOES: None

ABSENT: None

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Lynn A. Morgan, Chair, Board of Supervisors

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

---

Deputy

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 4, 2018

## **SUBJECT**

Amador Council of Tourism (ACT): Resolution recognizing Ms. Maureen Funk for her accomplishments and dedication to the ACT.

## **Recommendation:**

Approval

## **4/5 vote required:**

No

## **Distribution Instructions:**

Board Clerk

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: December 4, 2018

## **SUBJECT**

Human Resources: Resolution recognizing employees who have reached twenty, twenty-five and thirty-five years of service with Amador County in 2018

## **Recommendation:**

Adopt Resolution

## **4/5 vote required:**

No

## **Distribution Instructions:**

Human Resources

## **ATTACHMENTS**

- [20,25,35 YRS\\_RESOL 11-18.docx](#)

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

**IN THE MATTER OF:**

**RESOLUTION RECOGNIZING EMPLOYEES WHO  
HAVE REACHED TWENTY, TWENTY-FIVE,  
AND THIRTY-FIVE YEARS OF SERVICE WITH  
THE COUNTY OF AMADOR IN 2018**

**RESOLUTION NO. 18-XXX**

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby recognize and express its sincere gratitude to those employees who, in 2018, have served the community of Amador for thirty-five (35) years: Jon Hopkins; and

BE IT FURTHER RESOLVED that the Board of Supervisors would like to recognize and express its sincere gratitude to those employees who, in 2018, have served the community of Amador for twenty-five (25) years: Teresa Sheridan; Kim Grady; and

BE IT FURTHER RESOLVED that the Board of Supervisors would like to recognize and express its sincere gratitude to those employees who, in 2018, have served the community of Amador for twenty (20) years: James Winter; Debra Liest; Debora Segale; James King; Angela McCuaig and Gary Redman.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 4th day of December 2018, by the following vote:

AYES: Lynn Morgan, Brian Oneto, Richard Forster, Patrick Crew, Frank Axe

NOES: None

ABSENT: None

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

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

\_\_\_\_\_  
Deputy

# Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: December 4, 2018

## **SUBJECT**

Human Resources: Resolution regarding Salaries and Fringe Benefits form Mid-Management Employees increasing the Chief Building Officials monthly salary from \$7534 to \$8395.

## **Recommendation:**

Adopt the Resolution increasing the Chief Building Officials monthly salary from \$7534 to \$8395.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Auditor, Community Development and Human Resources

## **ATTACHMENTS**

- [MidMgmt\\_Resolution 12.18.docx](#)
- [Mid Management Salaries 12.04.18.pdf](#)

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

IN THE MATTER OF:

RESOLUTION REGARDING ) RESOLUTION NO. 18-xxx  
SALARIES AND FRINGE BENEFITS )  
FOR MID-MANAGEMENT EMPLOYEES )

BE IT RESOLVED that this resolution is being adopted to reflect the following changes:

Increase the Chief Building Official's salary from \$7534 to \$8395.

**TERMS AND CONDITIONS**

1. Employees herein identified serve at the pleasure of their respective Agency/Department Head or Elected Official, with the concurrence of the CAO. However, in the event of a proposed action that could result in demotion, reduction in hours, loss of pay, or termination, the concurrence of the Board of Supervisors shall be required if either the department head or the employee requests same. Such request(s) shall be made in writing within seven (7) working days of written notice of the proposed action.
2. Personnel covered by this resolution are required to devote the appropriate amount of time at their place of work, either in the office or at other sites, necessary to complete the responsibilities and duties of their positions.
3. With the exception of the OES Coordinator, Mid-Management employees are *exempt* from the Fair Labor Standards Act (FLSA) as it relates to wages and overtime requirements. Exempt employees are not eligible for overtime. The OES Coordinator is covered by the FLSA as it relates to wages, overtime, record keeping, and equal pay standards.
4. Effective retroactive to October 1, 2017 longevity pay will be granted to all members of this unit for 10, 15 and 20 years in 2.5% increments under the same terms and conditions as the County's General Unit bargaining Group.

**2017 and 2018 Classification and Wage Plan is listed as Appendix A**

**BENEFIT PACKAGE**

5. **Voluntary Reduced Work Schedule:** Effective July 1, 2015, employees have the option to continue their voluntary reduced work schedule of 156.6 hours per month, request a voluntary reduced work schedule of 156.6 hours or rescind their previous request for a voluntary reduced work schedule. Employee's seniority, benefits and leave accruals will not be affected. Employees have the option of working a 36 hour work week or a work 72 hours every two weeks (40 hours one week and 32 hours the next week). Employees who elect to take the reduced workweek do not need to submit a request each year to continue their reduced work schedule. If an employee elects to take the reduced workweek, they shall remain on the reduced workweek until the beginning of the following fiscal year. The County reserves the right to rescind the reduced workweek at any time.
6. **Retirement Program:** Employees herein shall receive the same Public Employees' Retirement System program offered to the County's General bargaining group; as such program may be amended from time to time. The Employer Paid Member Contribution (EPMC) shall be as follows:
  - A. Effective October 1, 2011, the EPMC shall be 1% for all Classic employees in this unit.
  - B. Effective January 1, 2013 all employees hired as new employees according to PERS

regulations shall pay one-half of normal cost as determined by CalPERS.

- C. Effective July 1, 2016 all Classic employees shall pay the full seven percent (7%) of the EPMC

7. **Health Insurance:** Employees herein shall be eligible for the same group health insurance programs provided to the County's General Unit bargaining group.

- A. The premium cost share will be 87.5% paid by the employer and 12.0% paid by the employee for plan years after 2017.
- B. Mid-Management employees retiring from County service shall be granted the right to continue participation in the group health insurance programs provided for active Mid-Management employees, to the extent said insurance programs allow, **at the retired employee's expense.**
- C. For full-time Mid-Management employees, a cash payment of \$466.10 shall be paid to all Mid-Management employees in lieu of major medical insurance other than the County's, after proof of other major medical insurance has been obtained. The County shall retain the remainder of the premium it otherwise would have paid to that employee. If the employee waives all benefits except life insurance, the cash total is \$506.10.

8. **Sick Leave:** Employees herein shall accrue sick leave at the same rate as the County's General Unit bargaining group as follows:

- A. Regular full-time and regular part-time employees shall earn and accrue paid sick leave in regular increments each pay period of employment up to a maximum of 96 hours per year.
- B. For employees on a voluntary reduced work schedule of 156.6 hours per month, they will accrue 8 hours sick leave per month up to a maximum of 96 hours per year.
- C. Unused sick leave shall accrue from year to year.
- D. Upon retirement only, an employee who has accrued a minimum of 500 sick leave hours shall have the cash value for one-half of the number of accrued sick leave hours up to a maximum payoff of 500 hours contributed to the Retirement Health Savings (RHS) plan for Mid-Management.

In the event that a retired employee dies, leaving a balance in their RHS account and there is no eligible spouse or dependent, the funds are forfeited. Forfeited funds shall be distributed equally among the accounts of other retired employees within the Mid-Management unit who have RHS accounts at the time of forfeiture.

9. **Vacation Leave:** Employees herein shall earn and accrue paid vacation leave in accordance with the following provisions (All other terms and conditions shall be the same as the County's General bargaining group):

- A. **Years 1-9:** For the first through the ninth continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every 130.5 hours of service, which accrual shall be credited monthly. For employees on a voluntary reduced work schedule of 156.6 hours per month, they will accrue eight (8) hours of vacation leave for every 117.45 hours of service, which accrual will be credited monthly.
- B. **Years 10 Plus:** For the tenth and succeeding continuous years of service, vacation leave shall be earned and accrued at the rate of eight (8) hours of vacation leave for every 99.43

hours of service, which accrual shall be credited monthly. For employees on a voluntary reduced work schedule of 156.6 hours per month, they will accrue eight (8) hours of vacation leave for every 89.49 hours of service, which accrual shall be credited monthly.

- C. Employees will only be allowed to carry over a two (2) year vacation accrual maximum. Accrual of vacation leave shall cease when the maximum amount of vacation leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's accrued vacation leave is below the maximum allowed accrual.
- D. An employee may elect to be paid off in cash (up to 40 hours only); provided, however, that the criteria outlined in the Amador County Policies and Procedures Manual (Policy #2-230) has been met. An employee may elect to be paid off once a year at the end of the calendar year or at the end of the fiscal year.

10. **Holiday Leave:** Mid-Management employees will receive the same paid holiday leave as the County's General bargaining group. For employees taking the voluntary reduced work schedule of 156.6 hours per month, they will be paid eight (8) hours of holiday pay. Any difference in the number of hours used on that holiday can be taken from vacation leave. If vacation leave is not available, employees will be docked the difference in pay.

11. **Management/Administrative Leave:** Mid-Management Classifications shall accrue up to five (5) days of Management/Administrative leave each calendar year at the rate of 8 hours of Management/Administrative Leave for every 417.6 hours of service, credited monthly. For employees on a voluntary reduced work schedule of 156.6 hours per month, they will accrue up to five (5) days of Management/Administrative Leave each calendar year at a rate of 8 hours of Management/Administrative Leave for every 375.84 hours of service, credited monthly, subject to the following conditions:

- A. An employee may accrue Management/Administrative leave up to a maximum amount equal to twice their current annual Management/Administrative accrual rate. Accrual of Management/Administrative leave shall cease when the maximum amount of Management/Administrative leave allowed has accrued and been unused by the employee, but shall recommence when the unused balance of an employee's accrued Management/Administrative leave is below the maximum allowed accrual. An employee shall not be eligible to utilize his/her Management/Administrative Leave until after completion of six (6) continuous months of employment with the County.
- B. Part-time employees will have the leave pro-rated based on the numbers of hours worked.
- C. If an eligible employee separates from County employment, said employee will not be paid in cash for any unused professional Management/Administrative leave. However, if an eligible employee moves to another County employment classification, which has no professional leave, said employee will be paid off in cash.
- D. For calendar year 2018, this leave will be considered effective January 1, 2018 and credited.

12. **Deferred Compensation Annuity Program:** Every regular employee may enroll in a Deferred Compensation Annuity Program offered by a carrier through the County, in accordance with the enrollment provisions established by the carrier. For contributions to such a program, the employee shall utilize monthly payroll deductions, which shall be authorized, in writing, by the employee at least thirty (30) days prior to the first deduction. At its sole discretion, the County may change Deferred Compensation Plans. Effective 4/1/18, if legally permissible consistent with maintaining the pre-tax status of contributions, or on such later date as such pre-tax contributions are first permissible, the county will contribute fifty dollars (\$50) per month to the section 457 deferred compensation account of each employee who contributes at



least fifty dollars (\$50) to their deferred compensation account for the same month. However, if the employee ceases such contributions, the county match will no longer apply.

13. **Employee Wellness Program:** The County agrees to provide up to \$100.00 per calendar year cost reimbursement to non-smoking Mid-Management employees who participate in an organized fitness program or organized weight-reduction program.

**EFFECTIVE DATE**

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 4th day of December 2018 by the following vote:

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

NOES: None

ABSENT: None

\_\_\_\_\_  
Chairman, Board of Supervisors

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

\_\_\_\_\_  
Deputy

**APPENDIX A**  
**MID-MANAGEMENT UNIT CLASSIFICATION AND WAGE PLAN**  
**1.0% INCREASE - EFFECTIVE 10/01/2018**

Classification	Monthly Salaries	10 yr	15 yr	20 yr
Animal Control Director	\$7,384	\$7,569	\$7,758	\$7,952
Assistant Assessor	\$7,352	\$7,536	\$7,724	\$7,917
Assistant Auditor-Controller	\$8,325	\$8,533	\$8,746	\$8,965
Assistant County Counsel (vacant)	\$11,212	\$11,493	\$11,780	\$12,074
Behavioral Health Director	\$10,579	\$10,844	\$11,115	\$11,393
Budget Director	\$8,972	\$9,196	\$9,426	\$9,662
Chief Building Official***	\$8,395	\$8,605	\$8,820	\$9,040
Chief Deputy Clerk/Recorder	\$7,122	\$7,300	\$7,482	\$7,669
Chief Deputy Registrar of Voters	\$7,122	\$7,300	\$7,482	\$7,669
Chief Deputy Treasurer/Tax Collector	\$6,432	\$6,593	\$6,758	\$6,927
County Librarian	\$8,340	\$8,548	\$8,762	\$8,981
County Surveyor	\$7,871	\$8,068	\$8,270	\$8,476
Deputy Director of Behavioral Health (Fiscal and Administrative Services)	\$7,997	\$8,197	\$8,402	\$8,612
Deputy Director of Social Services (Finance/Facilities/Administration) (vacant)	\$7,997	\$8,197	\$8,402	\$8,612
Deputy Director of Social Services (Social Services Agency Programs) (vacant)	\$8,100	\$8,302	\$8,510	\$8,722
Director of Environmental Health	\$8,489	\$8,702	\$8,919	\$9,142
Director of Solid Waste Programs/Safety Programs (vacant)	\$8,423	\$8,633	\$8,849	\$9,070
GSA County Government Support Services Director	\$8,618	\$8,833	\$9,054	\$9,280
Planning Director	\$9,322	\$9,555	\$9,794	\$10,039
Psychiatrist**	\$30,047	\$30,798	\$31,568	\$32,358
Public Health Director*	\$8,763	\$8,982	\$9,207	\$9,437
Public Works Maintenance Superintendent	\$7,813	\$8,008	\$8,209	\$8,414
Social Services Director (vacant)	\$10,579	\$10,843	\$11,115	\$11,392

\*Updated Retroactive to 07/01/2016

\*\*Updated 04/01/2017

\*\*\*Updated 12/04/2018

3-20-2018 Longevity added as approved by the Board of Supervisors

# Board of Supervisors Agenda Item Report

Submitting Department: Planning

Meeting Date: December 4, 2018

## **SUBJECT**

Planning: Resolution authorizing the recording of an Amended Williamson Act Contract to correct an error in the legal description for Contract No. 69

## **Recommendation:**

Adopt Resolution and authorize the Board chair to sign the Resolution and contract.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Planning, Assessor

## **ATTACHMENTS**

- [Memo to BOS.Mondani.12-04-18.docx](#)
- [Resolution with Legal.Amended Contract 69.pdf](#)
- [Amended Contract 69 with exhibits.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
PLANNING DEPARTMENT

PHONE: (209) 223-6380  
FAX: (209) 257-5002  
WEBSITE: [www.amadorgov.org](http://www.amadorgov.org)  
E-MAIL: [planning@amadorgov.org](mailto:planning@amadorgov.org)

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

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**MEMORANDUM**

**TO: BOARD OF SUPERVISORS**

**FROM: CHUCK BEATTY, PLANNING DIRECTOR**

**DATE: NOVEMBER 27, 2018**

**RE: AMENDED WILLIAMSON ACT CONTRACT TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION FOR CONTRACT NO. 69**

**BACKGROUND:** The subject Williamson Act contract was recorded in 1971. A recent title search revealed that the contract's legal description omitted a Boundary Line Adjustment that had occurred in the 1940s. The current owners have requested that the contract be amended to reflect the correct legal description.

**REQUESTED BOARD ACTIONS:** Adopt a Resolution authorizing the recording of Amended California Land Conservation Act contract No. 69 for Geraldine M. Cassinelli, Douglas M. Mondani and Teresa M. Fine Mondani, trustees of the Mondani Family Trust 2004, and Martha Mondani, trustee of the Donald Mondani and Martha Mondani Family Trust dated August 31, 2015, and authorize the Board chair to sign the Resolution and contract.

Recording requested by:  
BOARD OF SUPERVISORS

When recorded send to:  
PLANNING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION REQUIRING AN AMENDED CALIFORNIA LAND  
CONSERVATION ACT CONTRACT #69 FOR GERALDINE M.  
CASSINELLI, DOUGLAS M. MONDANI AND TERESA M. FINE  
MONDANI, TRUSTEES OF THE MONDANI FAMILY TRUST 2004,  
AND MARTHA MONDANI, TRUSTEE OF THE DONALD  
MONDANI AND MARTHA MONDANI FAMILY TRUST DATED  
AUGUST 31, 2015, TO CORRECT SAID CONTRACT'S LEGAL  
DESCRIPTION

RESOLUTION NO. 18-XXXX

WHEREAS, California Land Conservation Act contract #69 was recorded on April 27, 1971 and recorded in Book 234, Page 507 of Amador County Records; and

WHEREAS, the legal description for said contract was found to be in error and above owners desire the Amador County Board of Supervisors to adopt an amended contract with the correct legal description;

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby adopt this Resolution requiring an Amended California Land Conservation Act Contract with a corrected legal description as described in attached Exhibit A.

BE IT FURTHER RESOLVED the Chair of said Board is hereby authorized to sign and execute said agreements on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 4th day of December, 2018 by the following vote:

- AYES:
- NOES:
- ABSENT:

\_\_\_\_\_  
Lynn Morgan, Chair, Board of Supervisors

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

BY: \_\_\_\_\_

## "EXHIBIT A" - LEGAL DESCRIPTION

The property described herein is situated in the State of California, County of Amador, an unincorporated area, described as follows:

### PARCEL NO. ONE

That portion of the Southeast Quarter of the Southeast Quarter of Section 29, T. 6 N., R. 10 E., M.D.M., "lying South of the County Wagon Road, leading from the town of Lone to Jackson" and being that parcel of lane described in the Deed dated 3/10/1897 from Mary Goss, a widow to W. A. Amick, recorded 4/19/1897 in book 14 of Deeds, Page 222, Amador County Records.

Except the interest those portions thereof conveyed by Florence E. Dufrene and Nellie M. Mondani to the State of California by Deed Recorded 7/17/1957, in book 71 of Official Records, Page 567, Amador County Records.

APN: 011-180-032 (Portion)

### PARCEL NO. TWO

(a) Government Lots 1 and 5 in the Southwest Quarter of Section 28, T. 6 N., R. 10 E., M.D.M. and being the same real property conveyed by the United States of America to Peter Violich in Patent, dated 12/1/1876 and recorded 7/26/1898 in Book of Ag. Patents, Page 375, Amador County Records.

Except that parcel of land conveyed to Peter Mondani and Nellie M. Mondani, his wife, by Deed dated 7/11/1940 and recorded 7/12/1940 in Book 10 of Official Records, Page 207, Amador County Records

Also except that parcel of land conveyed to Fred W. Dufrene and Florence E. Dufrene, by Deed dated 7/11/1940 and recorded 7/11/1940 in Book 10 of Official Records, Page 208, Amador County Records.

Except any portion thereof conveyed by Florence E. Dufrene and Nellie M. Mondani to Eva M. Questo, etal, by an instrument entitled, Boundary Line Agreement, dated 1/4/1963, recorded 2/25/1963 in Book 117 of Official Records, Page 16, Amador County Records.

Also except that parcel of land conveyed The Pacific Telephone and Telegraph Co. by Deed recorded 2/25/1963 in Book 117 of Official Records, Page 19 and being depicted on that Record of Survey, filed 11/28/1962 in Book 9 of Maps and Plats, Page 3, Amador County Records.

Also except those portion thereof conveyed to the State of California, by Deed dated 4/10/1957, recorded 7/17/1957 in Book 71 of Official Records, Page 567, Amador County Records.

Also except that portion thereof lying within that certain Compliance Parcel, described in Certificate of Compliance, recorded 8/6/2008, Instrument No. 2008-0006722, Amador County Records.

(b) Any portion of the East Half of the Southeast Quarter of Section 29, T. 6 N., R. 10 E., M.D.M. that may have been conveyed by Eva M. Questo etal to Florence E. Dufrene and Nellie M. Mondani, by an instrument entitled, Boundary Line Agreement, dated 1/4/1963, recorded 2/25/1963 in Book 117 of Official Records, Page 16, Amador County Records.

Except that parcel of land conveyed The Pacific Telephone and Telegraph Co. by Deed recorded 2/25/1963 in Book 117 of Official Records, Page 19 and being depicted on that Record of Survey, filed 11/28/1962 in Book 9 of Maps and Plats, Page 3, Amador County Records.

APN: 011-160-021 (Portion)

#### PARCEL NO. THREE

Government Lots 2, 3 and 4 in the Southwest Quarter of Section 28, T. 6 N., R. 10 E., M.D.M. and being the same real property conveyed by the United States of America to Frances Warren, by Patent dated 12/30/1874 and recorded 1/15/1875, in Book O of Deeds, Page 274, Amador County Records

Except the interest in those portions thereof conveyed by Florence E. Dufrene and Nellie M. Mondani to the State of California, by Deed dated 4/10/1957, recorded 7/17/1957 in Book 71 of Official Records, Page 567, Amador County Records

Also except that portion of the South Half of the Southwest Quarter of Section 28, T. 6 N., R. 10 E., M.D.M. depicted as "Adjusted Oak Hill Copper Mine" on that Record of Survey- Boundary Adjustment of the Newton Copper Mine, filed 5/2/2007, in Book 59 of Maps and Plats, Page 65, A.C.R. and also being that Compliance Parcel, described in Certificate of Compliance, recorded 8/6/2008, Instrument No. 2008-0006721, Amador County Records.

Also except those portions thereof lying within that certain Compliance Parcel, described in Certificate of Compliance, recorded 8/6/2008, Instrument No. 2008-0006722, Amador County Records.

APN: 011-160-021 (Portion)

#### PARCEL NO. FOUR

That portion of that certain 3.005 acre parcel, situate in the southwest quarter of Section 28, T. 6 N., R. 10 E., M.D.B.&M., described in deed to the State of California, recorded July 17, 1957 in Volume 71 of Official Records, page 567, Amador County Records. lying northerly of the following described line:

Beginning at a point which lies N. 53° 56' 11" e., 3,214.21 feet from the southwest corner of said Section 28, said point also being 96.62 feet to the left of and radially opposite Engineer's Station 217+67.95 of the Department of Public Works' construction centerline, Road X-Ama-34-B, according to the As-built Plans recorded January 14, 1959 in State Highway Map Bok No. 2, pages 92 to 110, inclusive, Amador County Records; thence (1) N. 89° 30' 16" E., 198.23 feet; thence (2) from a tangent that bears N. 85° 21' 36" e., along a curve concave to the south having a radius of 1,570 feet, through an angle of 15° 09' 34" a distance of 415.39 feet to a point lying N. 59° 44' 34" E., 3,716.39 feet from said southwest corner of Section 28.

And being that parcel of land conveyed from the State of California to Frances Dufrene and Nellie Mondani by Director's Deed, recorded 1/15/1965 in Book 138 of Official Records, Page 423, Amador County Records.

APN: 011-160-021 (Portion)

PARCEL NO. FIVE

That certain Compliance Parcel described in Certificate of Compliance recorded 8/6/2008, Instrument No. 2008-0006722, A.C.R. and being more particularly described as follows:

That portion of the Southwest Quarter of Section 28, T. 6 N., R. 10 E., M.D.M., lying South of State Highway 88. Excepting therefrom that portion depicted as, "Adjusted Oak Hill Copper Mine", on that Record of Survey-Lot Line Adjustment of the Newton Copper Mine, filed 5/2/2007 in Book 59 of maps and Plats, Page 65, Amador County Records.

Except the interest conveyed to Lone and Eastern Railroad Company in and to, a 100 foot wide strip of land, by Instrument entitled, Right of Way, recorded 10/18/1904 in Book 26 of Deeds, Page 489, Amador County Records.

Also except "a strip of land 25 ft. in width adjoining and running parallel to each side of a 100 ft. width right of way for a railroad of the Amador Central Company", conveyed to Winton Lumber Company by Deed dated 3/19/1953, recorded 8/17/1953 in Book 53 of Official Records, Page 231, Amador County Records.

APN: 011-160-041

PARCEL NO. SIX

That portion of the South Half of the Southwest Quarter of Section 28, T. 6 N., R. 10 E., M.D.M. depicted as "Adjusted Oak Hill Copper Mine" on that Record of Survey- Boundary Adjustment of the Newton Copper Mine, filed 5/2/2007, in Book 59 of Maps and Plats, Page 65, A.C.R. and also being that Compliance Parcel, described in Certificate of Compliance, recorded 8/6/2008, Instrument No. 2008-0006721, Amador County Records.

Except the interest conveyed to Lone and Eastern Railroad Company in and to, a 100 foot wide strip of land, by Instrument entitled, Right of Way, recorded 10/18/1904 in Book 26 of Deeds, Page 489, Amador County Records.

Also except "a strip of land 25 ft. in width adjoining and running parallel to each side of a 100 ft. width right of way for a railroad of the Amador Central Company" conveyed to Winton Lumber Company by Deed dated 3/19/1953, recorded 8/17/1953 in Book 53 of Official Records, Page 231, Amador County Records.

APN: 011-160-042



#### PARCEL NO. SEVEN

The Newton Copper Mine, designated as Lot 38, situated in the Southwest Quarter of Section 28, T. 6 N., R. 10 E., M.D.M. as more particularly described in the Patent from the United States of America to John M. Glidden, dated 4/3/1872 and recorded 5/4/1872 in Book A of Miscellaneous Patents, Page 28, Amador County Records.

Except the interest in that portion thereof conveyed by Florence E. Dufrene and Nellie M. Mondani to the State of California by Deed recorded 7/17/1957 in Book 71 of Official Records, Page 567, Amador County Records.

Also except that portion of the South Half of the Southwest Quarter of Section 28, T. 6 N., R. 10 E., M.D.M. depicted as "Adjusted Oak Hill Copper Mine" on that Record of Survey- Boundary Adjustment of the Newton Copper Mine, filed 5/2/2007, in Book 59 of Maps and Plats, Page 65, A.C.R. and also being that Compliance Parcel, described in Certificate of Compliance, recorded 8/6/2008, Instrument No. 2008-0006721, Amador County Records.

Also except those portions thereof lying within that certain Compliance Parcel, described in Certificate of Compliance, recorded 8/6/2008, Instrument No. 2008-0006722, Amador County Records.

APN: 011-160-021 (Portion)

#### PARCEL NO. EIGHT

The Northwest Quarter of the Northeast Quarter of Section 32, T. 6 N., R. 10 E., M.D.M. and being the same parcel of land conveyed by the United States of America to Joshua T. Brown, by Patent dated 7/3/1890, recorded 2/1/1900, in Book B of Homestead Patents, Page 185, Amador County Records

Except that portion thereof conveyed by Fred W. Dufrene et al to Ellard Winter, et al, by an Instrument entitled, "Boundary Line Agreement", recorded 12/9/1948 in Book 36 of Official Records, Page 171, Amador County Records.

Also except the interest those portions thereof conveyed by Florence E. Dufrene and Nellie Mondani to the State of California, by Deed recorded 7/17/1957 in Book 71 of Official Records, 567, Amador County Records.

Also except that portion thereof conveyed by Florence Dufrene and Nellie Mondani to Donald A. Mondani and Martha Mondani, husband and wife, by Deed of Gift, recorded 11/26/1971 in book 218 of Official Records, Page 632, Amador County Records.

APN: 011-180-032 (Portion)

PARCEL NO. NINE

That portion of that certain real property described in deed to the State of California, recorded October 15, 1956 in Volume 67, page 320, Official Records of Amador County, situate in that certain tract of land designated on "Plat of the north portion of George Winter Ranch" recorded May 12, 1948 in book 4 of Maps and Plats, page 49, Amador County Records, lying northwesterly of the following described line:

Beginning at a point that is S. 48° 41' 16" w., 2,639.17 feet from the northeast corner of Section 32, T. 6 N., R. 10 E., M.D.B.&M., said point of beginning also lying 60 feet to the left of and opposite at right angles to Engineer's Station 156+93.05 of the Department of Public Works, construction centerline, Road X-Ama-34-B, according to the As-build Plans recorded January 14, 1959 in State Highway Map Book No. 2, pages 92 to 110, inclusive, Amador County Records; thence (1) N. 11° 51' 30" e., 569.31 feet; thence (2) along a curve concave to the southeast having a radius of 1,010 feet, through an angle of 40° 50' 00", a distance of 719.81 feet to a point 60 feet to the left of and opposite at right angles to Engineer's Station 169+39.40 of said construction centerline.

And being that parcel of land conveyed by the State of California to Florence E. Dufrene and Nellie Mondani by Director's Deed, recorded 8/17/1964 in Book 133 of Official Records, Page 400, Amador County Records.

APN: 011-180-032 (Portion)

PARCEL NO. TEN

All that portion of land lying North and West of the Lone and Jackson Public Road in the Southwest Quarter of the Northeast Quarter of Section 32, T. 6 N., R. 10 E., M.D.M. and being the same parcel of land conveyed by W. A. Amick and Clara Amick, his wife to Joshua Thomas Brown, by Deed dated 12/20/1892, recorded 12/29/1892 in Book 8 of Deeds, Page 221, Amador County Records.

Except those portions thereof conveyed by Florence E. Dufrene and Nellie M. Mondani to the State of California, by Deed recorded 7/17/1957 in Book 71 of Official Records, Page 567, Amador County Records.

APN: 011-180-032 (Portion)

#### PARCEL NO. ELEVEN

The Northeast Quarter of the Northeast Quarter of Section 32, the West Half of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 33, T. 6 N., R. 10 E., M.D.M. and being the same parcel of land conveyed by the United States of America to Leroy Chamberlain by Patent dated 10/20/1875, recorded 1/14/1876, in Book O of Deeds, Page 588, Amador County Records.

Except that portion thereof conveyed by M. Sanders to W. H. Nichols by Deed recorded 11/12/1889, in Book 4 of Deeds, Page 419, Amador County Records.

Except the interest conveyed to Lone and Eastern Railroad Company in and to, a 100 foot wide strip of land, by Instrument entitled, Right of Way, recorded 10/18/1904 in Book 26 of Deeds, Page 489, Amador County Records.

Also except "a strip of land 25 ft. in width adjoining and running parallel to each side of a 100 ft. width right of way for a railroad of the Amador Central Company", conveyed to Winton Lumber Company by Deed dated 3/19/1953, recorded 8/17/1953 in Book 53 of Official Records, Page 231, Amador County Records.

Also except those portions thereof conveyed by Fred W. Dufrene, Florence E. Dufrene and Nellie M. Mondani to Ellard Winter et al, by an instrument entitled, "Boundary Line Agreement", recorded 12/9/1948 in Book 36 of Official Records, Page 171, Amador County Records.

Also except those portions thereof lying within, that certain Compliance Parcel described in that Certificate of Compliance, recorded 8/6/2008, Instrument No. 2008-0006720, Amador County Records.

APN: 011-180-032 (Portion) and 011-190-016

#### PARCEL NO. TWELVE

That portion of the Southeast Quarter of the Northeast Quarter of Section 32, T. 6 N., R. 10 E., M.D.M. lying Northerly and Easterly of the Northeasterly line of that parcel of land depicted as "George W. Winters, Est." on that Record of Survey, filed 5/12/1948 in Book 4 of Maps and Plats, Page 49, Amador County Records and being a portion of the real property conveyed by Ellard Winters et al to Fred W. Dufrene, Florence E. Dufrene and Nellie M. Mondani by an instrument entitled, "Boundary Line Agreement" recorded 12/9/1948 in Book 36 of Official Records, Page 171, Amador County Records.

APN: 011-180-032 (Portion)

PARCEL NO. THIRTEEN

Lot 1, the West Half of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 33, T.6 N., R. 10 E., M.D.M. and being the same parcel of land conveyed by the United States of America to "Laroy Chamberlain" by Patent dated 4/5/1876, recorded 11/16/1876, in Book P of Deeds, Page 162, Amador County Records.

Except that portion thereof lying within that certain Compliance Parcel, described in that certain Certificate of Compliance, recorded 8/6/2008 Instrument No. 2008-0006720, Amador County Records.

APN: 011-190-002

PARCEL NO. FOURTEEN

That certain Compliance Parcel described in Certificate of Compliance, recorded 8/6/2008, Instrument No. 2008-0006720 A.C.R. and being more particularly described as follows:

The North Half of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 33, T. 6 N., R. 10 E., M.D.M.

APN: 011-190-014

PARCEL NO. FIFTEEN

The South Half of the Southwest Quarter of Section 27, the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 34, T. 6 N., R. 10 E., M.D.M. and being the same parcel of land conveyed by the United States of America to Charles Dufrene Junior, by Patent, dated 6/21/1982, recorded 8/1/1915 in Book C of Deeds, Page 150, Amador County Records.

Except that portion thereof conveyed by Florence Dufrene and Nellie Mondani to the State of California, by Deed recorded 1/11/1958, in book 74 of Official Records, Page 322, Amador County Records.

Also except those portions thereof conveyed to Douglas W. Mondani, et ux by Deed recorded 5/11/1980 in Book 371 of Official Records, Page 507, Amador County Records.

APN: 011-190-006

#### PARCEL NO. SIXTEEN

Commencing at a 5/8 inch diameter bolt on the north side of the State Highway leading from Jackson to lone being delineated as Highway No. 88 and from which the northeast corner of the Newton Copper Mine, designated as Lot No. 38, bears N. 35° 32' E. 1569.0 feet distant and the section corner common to Section 28, 29, 32 and 33, T. 6 N., R. 10 E., M.D.M., bears S. 31° 33' W., 867.3 feet distant, (note: The section corner was not found by computed from the ties given to same by Newton Copper Mine Patent); thence (1) N. 25° 28' W., 169.7 feet to a 1/2 inch square iron rod; thence (2) N. 64° 32' E., 176.0 feet to a 1/2 inch iron rod; thence (3) S. 25° 28' E., 169.7 feet to a 5/8 inch diameter bolt in a gate on north side of said state highway; thence (4) S. 64° 30' W., 176.0 feet along said highway to the place of beginning.

And being the same parcel of land conveyed by Fred W. Dufrene, Nellie Mondani and Florence E. Dufrene to Peter Mondani and Nellie M. Mondani, his wife, as Joint Tenants by Deed recorded 7/12/1940, in Book 10 of Official Records, Page 207, Amador County Records.

APN: 011-160-008

#### PARCEL NO. SEVENTEEN

Commencing at a 5/8 inch diameter bolt on the north side of the state highway leading from Jackson to lone being designated as Highway No. 88, and from which the northeasterly corner of the Newton Copper Mine, designated as Lot No. 38, bears N. 15° 32' E., 1569.0 feet distant and the section corner common to Section 28, 29, 32 and 33, T. 6 N., R. 10 E., M.D.M., bears S. 31° 33' W., 867.3 feet distant, (Note: The section corner was not found but computed from the ties given to same by Newton Copper Mine Patent); thence (1) S. 66° 26' W., 373.8 feet along said highway to a 10 inch post; thence (2) S. 58° 51' W., 136.7 feet along said highway to a 14 inch post from which the section corner stated above bears S. 0° 39' E., 519.0 feet distant; thence (3) N. 1° 03' E., 190.9 feet along a fence; thence (4) N. 64° 32' E., 424.4 feet to a 1/2 inch square iron rod, being the northwest corner of Mondani lot; thence (5) S. 25° 28' E., 169.7 feet to the place of beginning, being the southwest quarter of Section 28, T. 6 N., R. 10 E., M.D.M.

And being the same parcel of land described in the Deed from Nellie M. Mondani and Peter Mondani, her husband to Fred W. Dufrene and Florence E. Dufrene, recorded 7/12/1940 in Book 10 of Official Records, Page 208, Amador County Records.

APN: 011-160-007

PARCEL NO. EIGHTEEN

The Northwest Quarter, the West Half of the Northeast Quarter, and the Southeast Quarter of Section 13, Township 7 North, Range 9 East, M.D.M.

Except the interest in said land conveyed by Freda Crocker to John Orr by deed recorded April 24, 1936 in Book 53 of Deeds, page 386 Amador County Records.

Also except that portion of the Southeast Quarter of said Section 13, "Lying South of Highway No. 16, running from the City of Sacramento to the City of Plymouth" as escribed in the Deed to Antonina Barbaria et al recorded November 9, 1960 in book 96 of Official Records, page 286 Amador County Records.

Also except those portions thereof conveyed to the State of California by Deeds recorded February 13, 1963 in Book 116 of Official Records, page 362 and 364 Amador County Records.

APN: 001-150-011 (Portion)

PARCEL NO. NINETEEN

All that portion of the North half of the Southwest quarter (N 1/2 of SW 1/4) of Section Thirteen (13), Township Seven (7) North, Range Nine (9) East, of M.D.B.&M., lying North of the northerly boundary line of the State Highway leading from Plymouth, Amador County, California, to Sacramento, California, via Slough House, and being more particularly described as follows, to wit:

Commencing at the Northeast corner of said N 1/2 of SW 1/4 of said Section 13, and run thence N. 88° 06' W., 1903.6 feet, along the northerly boundary line of said N. 1/2 of SW 1/4, to a point on the northerly boundary line of the State Highway; thence run along said northerly boundary line of said highway S. 73° 27' E., 46.6 feet; thence continuing along said northerly boundary line of said highway, S. 70° 02' E., 1967.3 feet to a point in the east line of said N 1/2 of SW 1/4; thence N. 1° 02' E., 622.1 feet, along said East line, to the point of beginning, and being the same parcel of land conveyed by John Orr et ux to Richard Detert by deed recorded August 12, 1940 in Book 10 of Official Records, page 239, Amador County Records.

Except those portions thereof conveyed to the State of California by Deeds recorded February 13, 1963 in Book 116 of Official Records, pages 362 and 364 Amador County Records.

APN: 001-150-011 (Portion)

## PARCEL NO. TWENTY

The North Half of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 12 Township 7 North, Range 9 East, MDM and all that portion of the West Half of Section 12 Township 7 North, Range 9 East MDM lying Easterly of the, "County Road from Sacramento to Plymouth" as it existed on the ground December 11, 1946, being the date of the deed to Fred Dufrene et al, recorded January 8, 1947 in book 29 of Official Records, page 129 Amador County Records.

Except all that portion of Section 12, Township 7 North, Range 9 East, M.D.B.&M., more particularly described as follows:

Beginning at the West quarter corner of said Section 12, an iron pipe at a fence corner; thence along the northerly line of the Southeast 1/4 of said Section 12, North 88° 52' West 440.03 feet to a point on the easterly side of a county road; thence along the easterly side of said county road South 22° 27' East 729.97 feet; thence South 35° 50' 45" east, 153.55 feet; thence South 29° 11' 30" east, 116.64 feet to the easterly line of said Section 12; thence along the section line North 0° 47' 05" East 890.74 feet to the point of beginning.

According to Survey by Harold S. Prescott, Regr. Civil Engr. No. 7400 and being that parcel of land conveyed to John H. Rick et al by deed recorded January 23, 1957 in book 68 of Official Records, page 591, Amador County Records.

APN: 001-120-005 (Portion)

## PARCEL TWENTY ONE

All that portion of Section 7, Township 7 North, Range 10 East, M.D.B.&M., particularly described as follows:

Beginning at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 7; thence along the Southerly line of the Northwest 1/4 of the Southwest 1/4 of said Section 7, South 88° 52' East 157.92 feet to a point in the fence line on the Westerly side of a county road as said road existed on the ground on March 26, 1956; thence along the Westerly side of said county road North 24° 02' 25" West 376.12 feet to the Westerly line of Said Section 7; thence along the Westerly line of said Section 7, South 0° 47' 05" West 340.40 feet to the point of beginning, according to the survey by Harold S. Prescott, Regr. Civil Engr. No. 7400, March 26, 1956 and being the same parcel of land conveyed to Nellie Mondani et al by deed recorded March 18, 1957 in book 69 of Official Records page 463 Amador County Records.

APN: 001-120-005 (Portion)

Recording Requested by and Return to:  
Planning Department  
Amador County  
810 Court Street  
Jackson, California 95642

Space Above This Line For Recorder's Use

**AMENDED CALIFORNIA LAND CONSERVATION ACT CONTRACT NO. 69 \_\_\_\_\_**

This CALIFORNIA LAND CONSERVATION ACT CONTRACT, made and entered into this 4th day of December, 2018, by and between the County of Amador, a political subdivision of the State of California, hereinafter referred to as "County" and

**Geraldine M. Cassinelli, Douglas M. Mondani and Teresa M. Fine Mondani, trustees of the Mondani Family Trust 2004, and Martha Mondani, trustee of the Donald Mondani and Martha Mondani Family Trust dated August 31, 2015**

or successors thereof, hereinafter referred to as "Owner":

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situated in the County of Amador, State of California; and

WHEREAS, the subject property is described in Exhibit "A" which is made a part of this Contract; and

WHEREAS, the subject property is located in an agricultural preserve established by Resolution No. 1918; and

WHEREAS, said agricultural preserve is within the Amador County Agricultural Area; a map of said area being on file in Book 1 of Agricultural Preserves Maps, Maps No. 74 & 75, in the office of the County Recorder of Amador County; and

WHEREAS, Owner and County desire to limit the use of subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, Owner and County recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an asset adequate food supply and constitute an important physical, social, esthetic and economic to the people of County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both Owner and County intend that this Contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purposes of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422; and

WHEREAS, the County enters into this Contract with Owner on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to the County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code Section 16140 et seq.), and that if said funds are not appropriated or disbursed and received by the County, then the County at its option may deem the Contract to be null and void.

NOW, THEREFORE, the parties, in consideration of the mutual benefits and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. AGREEMENT MADE PURSUANT TO CALIFORNIA LAND CONSERVATION ACT. The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200), hereinafter referred to as "Act", and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other



provisions of said Act as are specifically made applicable to this Contract.

This Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make to the County or the County fails to receive from the State any of the subvention payments required under the provisions of the Open Space Subvention Act, then the County at its option may declare this Contract to be null and void. The State's failure to make such payments, or the County's failure to receive them, may be due to non-appropriation of funds by the Legislature, failure to disperse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. If any of those events occur, the County may declare the Contract null and void by delivering notice to the Owner or his successors or assigns and to the County Assessor and by recording such notice in the Official Records of Amador County. In that event, this Contract shall thereupon be null and void and of no further force or effect with no continuing contractual rights of any kind; provided, however, that the Owner may apply for a new Land Conservation Contract as otherwise may be provided by law.

2. USE OF SUBJECT PROPERTY. During the term of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in attached Exhibit "B" and incorporated herein. Owner shall be limited to the uses specified in the aforementioned Exhibit even though ordinances, codes or regulations of County authorize different uses.

3. ADDITIONAL USES. The Board of Supervisors of County may from time to time during the term of this Contract, or any extension thereof, by resolution revise the lists of "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension thereof.

4. TERM. This Contract shall be effective on the date first above written, hereinafter called "anniversary date", and shall remain in effect for a period of ten (10) years therefrom. On the anniversary date when the unexpired term of this Contract shall reach nine years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

5. CONSIDERATION. It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction thereto due to the imposition of limitations on its use set forth in this Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

6. CANCELLATION. This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate noncontractual land suitable for the use to which it is proposed the subject land be put. The economic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, and payment of the cancellation fee, (3) waiver of all or a portion of the cancellation fee, (4) distribution of the cancellation fee as deferred taxes, (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections 51283 and 51283.3 thereof as amended by Chapter 1372, 1969 Statutes. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

7. CANCELLATION IF NO OPERATIVE LEGISLATION. This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearings whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

8. DIVISION OF SUBJECT PROPERTY. In the event the subject property is divided, Owner or successors thereof, as the case may be, agree as a condition of such division to execute a contract or contracts so that at all times the subject property is restricted by a contract or contracts identical to the contract covering the subject property at the time of such division. County, any other political entity, or any Court having jurisdiction and making an order of division of the subject property shall as a condition of the division require the execution of the contracts provided for in this paragraph. The owner of any parcel created by division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of owner executing this Contract to give notice of non-renewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels of the divided land.

9. INFORMATION TO COUNTY. Owner, not later than the last day of December of each year this Contract is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assessment purposes and for continued eligibility under the provisions of the Act.

10. NOTICE OF NON-RENEWAL. If, after the expiration of the tenth year of the term of this Contract, and in each succeeding year of this Contract, Owner desires not to renew the Contract, Owner shall serve written notice of non-renewal of this Contract upon the Clerk of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. If, after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, County desires not to renew the Contract, County shall serve written notice of non-renewal to Owner at least sixty (60) days prior to the anniversary date. Notices of non-renewal by County shall be sent to the address shown on the most current Assessor' roll. Owner shall have the right to protest the non-renewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than sixty (60) days after receipt of the notice of non-renewal from County or the last day of February of the calendar year in which the notice was mailed, whichever date is first to occur. County may prior to the annual renewal date, without notice to Owner, withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of non-renewal on a portion of the subject property, said notice to be in accordance with foregoing provisions of this Paragraph 10.

11. REMOVAL OF LAND FROM AGRICULTURAL PRESERVE. Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of non-renewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the annual renewal date, serve a notice of non-renewal as provided in Paragraph 10. County shall, as required by Section 51206 of the Government Code, record the notice of non-renewal in the office of the Recorder of County, however, Owner agrees that a failure of County to record said notice of non-renewal shall not invalidate or in any manner affect said notice.

12. ACTION IN EMINENT DOMAIN TO TAKE ALL OF SUBJECT PROPERTY. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all the subject property or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

13. ACTION IN EMINENT DOMAIN TO TAKE A PORTION OF SUBJECT PROPERTY. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of the subject property, or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

14. ABANDONMENT OF ACTION IN EMINENT DOMAIN. In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, provided however, a notice of non-renewal had not been given by either party prior to the filing of suit or date the property was to have been acquired and the property at the time of abandonment of the condemnation or purchase is within the boundaries of the agricultural preserve in which the subject property was first

located.

15. ENFORCEMENT OF CONTRACT. Any conveyance, contract or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the terms of this Contract or the rules of the agricultural preserve in which the subject property is located, or failure to use the property consistent with the provisions herein will be deemed a breach of this Contract. Such breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

16. RECORDING OF DOCUMENTS. In the event of termination of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

17. SUCCESSORS IN INTEREST. The within Contract shall run with the land described herein and upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. This Contract shall also be transferred from County to a succeeding city or county acquiring jurisdiction over all or any portion of the subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

EXECUTED the day and year first above written.

**"COUNTY"**

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

By: \_\_\_\_\_  
Lynn Morgan Chair, Board of Supervisors

Attest:

By: \_\_\_\_\_  
Jennifer Burns, Clerk of the Board of Supervisors

**"OWNERS"**

Geraldine M. Cassinelli,

Douglas M. Mondani and Teresa M. Fine Mondani,  
trustees of the Mondani Family Trust 2004, and

Martha Mondani, trustee of the Donald Mondani and  
Martha Mondani Family Trust dated August 31, 2015,

By: \_\_\_\_\_  
Geraldine M. Cassinelli

By: \_\_\_\_\_  
Douglas M. Mondani, trustee

By: \_\_\_\_\_  
Teresa M. Fine Mondani, trustee

By: \_\_\_\_\_  
Martha Mondani, trustee

## "EXHIBIT A" - LEGAL DESCRIPTION

The property described herein is situated in the State of California, County of Amador, an unincorporated area, described as follows:

### PARCEL NO. ONE

That portion of the Southeast Quarter of the Southeast Quarter of Section 29, T. 6 N., R. 10 E., M.D.M., "lying South of the County Wagon Road, leading from the town of Lone to Jackson" and being that parcel of lane described in the Deed dated 3/10/1897 from Mary Goss, a widow to W. A. Amick, recorded 4/19/1897 in book 14 of Deeds, Page 222, Amador County Records.

Except the interest those portions thereof conveyed by Florence E. Dufrene and Nellie M. Mondani to the State of California by Deed Recorded 7/17/1957, in book 71 of Official Records, Page 567, Amador County Records.

APN: 011-180-032 (Portion)

### PARCEL NO. TWO

(a) Government Lots 1 and 5 in the Southwest Quarter of Section 28, T. 6 N., R. 10 E., M.D.M. and being the same real property conveyed by the United States of America to Peter Violich in Patent, dated 12/1/1876 and recorded 7/26/1898 in Book of Ag. Patents, Page 375, Amador County Records.

Except that parcel of land conveyed to Peter Mondani and Nellie M. Mondani, his wife, by Deed dated 7/11/1940 and recorded 7/12/1940 in Book 10 of Official Records, Page 207, Amador County Records

Also except that parcel of land conveyed to Fred W. Dufrene and Florence E. Dufrene, by Deed dated 7/11/1940 and recorded 7/11/1040 in Book 10 of Official Records, Page 208, Amador County Records.

Except any portion thereof conveyed by Florence E. Dufrene and Nellie M. Mondani to Eva M. Questo, etal, by an instrument entitled, Boundary Line Agreement, dated 1/4/1963, recorded 2/25/1963 in Book 117 of Official Records, Page 16, Amador County Records.

Also except that parcel of land conveyed The Pacific Telephone and Telegraph Co. by Deed recorded 2/25/1963 in Book 117 of Official Records, Page 19 and being depicted on that Record of Survey, filed 11/28/1962 in Book 9 of Maps and Plats, Page 3, Amador County Records.

Also except those portion thereof conveyed to the State of California, by Deed dated 4/10/1957, recorded 7/17/1957 in Book 71 of Official Records, Page 567, Amador County Records.

Also except that portion thereof lying within that certain Compliance Parcel, described in Certificate of Compliance, recorded 8/6/2008, Instrument No. 2008-0006722, Amador County Records.

(b) Any portion of the East Half of the Southeast Quarter of Section 29, T. 6 N., R. 10 E., M.D.M. that may have been conveyed by Eva M. Questo etal to Florence E. Dufrene and Nellie M. Mondani, by an instrument entitled, Boundary Line Agreement, dated 1/4/1963, recorded 2/25/1963 in Book 117 of Official Records, Page 16, Amador County Records.

Except that parcel of land conveyed The Pacific Telephone and Telegraph Co. by Deed recorded 2/25/1963 in Book 117 of Official Records, Page 19 and being depicted on that Record of Survey, filed 11/28/1962 in Book 9 of Maps and Plats, Page 3, Amador County Records.

APN: 011-160-021 (Portion)

#### PARCEL NO. THREE

Government Lots 2, 3 and 4 in the Southwest Quarter of Section 28, T. 6 N., R. 10 E., M.D.M. and being the same real property conveyed by the United States of America to Frances Warren, by Patent dated 12/30/1874 and recorded 1/15/1875, in Book O of Deeds, Page 274, Amador County Records

Except the interest in those portions thereof conveyed by Florence E. Dufrene and Nellie M. Mondani to the State of California, by Deed dated 4/10/1957, recorded 7/17/1957 in Book 71 of Official Records, Page 567, Amador County Records

Also except that portion of the South Half of the Southwest Quarter of Section 28, T. 6 N., R. 10 E., M.D.M. depicted as "Adjusted Oak Hill Copper Mine" on that Record of Survey- Boundary Adjustment of the Newton Copper Mine, filed 5/2/2007, in Book 59 of Maps and Plats, Page 65, A.C.R. and also being that Compliance Parcel, described in Certificate of Compliance, recorded 8/6/2008, Instrument No. 2008-0006721, Amador County Records.

Also except those portions thereof lying within that certain Compliance Parcel, described in Certificate of Compliance, recorded 8/6/2008, Instrument No. 2008-0006722, Amador County Records.

APN: 011-160-021 (Portion)

#### PARCEL NO. FOUR

That portion of that certain 3.005 acre parcel, situate in the southwest quarter of Section 28, T. 6 N., R. 10 E., M.D.B.&M., described in deed to the State of California, recorded July 17, 1957 in Volume 71 of Official Records, page 567, Amador County Records. lying northerly of the following described line:

Beginning at a point which lies N. 53° 56' 11" e., 3,214.21 feet from the southwest corner of said Section 28, said point also being 96.62 feet to the left of and radially opposite Engineer's Station 217+67.95 of the Department of Public Works' construction centerline, Road X-Ama-34-B, according to the As-built Plans recorded January 14, 1959 in State Highway Map Bok No. 2, pages 92 to 110, inclusive, Amador County Records; thence (1) N. 89° 30' 16" E., 198.23 feet; thence (2) from a tangent that bears N. 85° 21' 36" e., along a curve concave to the south having a radius of 1,570 feet, through an angle of 15° 09' 34" a distance of 415.39 feet to a point lying N. 59° 44' 34" E., 3,716.39 feet from said southwest corner of Section 28.

And being that parcel of land conveyed from the State of California to Frances Dufrene and Nellie Mondani by Director's Deed, recorded 1/15/1965 in Book 138 of Official Records, Page 423, Amador County Records.

APN: 011-160-021 (Portion)

PARCEL NO. FIVE

That certain Compliance Parcel described in Certificate of Compliance recorded 8/6/2008, Instrument No. 2008-0006722, A.C.R. and being more particularly described as follows:

That portion of the Southwest Quarter of Section 28, T. 6 N., R. 10 E., M.D.M., lying South of State Highway 88. Excepting therefrom that portion depicted as, "Adjusted Oak Hill Copper Mine", on that Record of Survey-Lot Line Adjustment of the Newton Copper Mine, filed 5/2/2007 in Book 59 of maps and Plats, Page 65, Amador County Records.

Except the interest conveyed to Lone and Eastern Railroad Company in and to, a 100 foot wide strip of land, by Instrument entitled, Right of Way, recorded 10/18/1904 in Book 26 of Deeds, Page 489, Amador County Records.

Also except "a strip of land 25 ft. in width adjoining and running parallel to each side of a 100 ft. width right of way for a railroad of the Amador Central Company", conveyed to Winton Lumber Company by Deed dated 3/19/1953, recorded 8/17/1953 in Book 53 of Official Records, Page 231, Amador County Records.

APN: 011-160-041

PARCEL NO. SIX

That portion of the South Half of the Southwest Quarter of Section 28, T. 6 N., R. 10 E., M.D.M. depicted as "Adjusted Oak Hill Copper Mine" on that Record of Survey- Boundary Adjustment of the Newton Copper Mine, filed 5/2/2007, in Book 59 of Maps and Plats, Page 65, A.C.R. and also being that Compliance Parcel, described in Certificate of Compliance, recorded 8/6/2008, Instrument No. 2008-0006721, Amador County Records.

Except the interest conveyed to Lone and Eastern Railroad Company in and to, a 100 foot wide strip of land, by Instrument entitled, Right of Way, recorded 10/18/1904 in Book 26 of Deeds, Page 489, Amador County Records.

Also except "a strip of land 25 ft. in width adjoining and running parallel to each side of a 100 ft. width right of way for a railroad of the Amador Central Company" conveyed to Winton Lumber Company by Deed dated 3/19/1953, recorded 8/17/1953 in Book 53 of Official Records, Page 231, Amador County Records.

APN: 011-160-042

PARCEL NO. SEVEN

The Newton Copper Mine, designated as Lot 38, situated in the Southwest Quarter of Section 28, T. 6 N., R. 10 E., M.D.M. as more particularly described in the Patent from the United States of America to John M. Glidden, dated 4/3/1872 and recorded 5/4/1872 in Book A of Miscellaneous Patents, Page 28, Amador County Records.

Except the interest in that portion thereof conveyed by Florence E. Dufrene and Nellie M. Mondani to the State of California by Deed recorded 7/17/1957 in Book 71 of Official Records, Page 567, Amador County Records.

Also except that portion of the South Half of the Southwest Quarter of Section 28, T. 6 N., R. 10 E., M.D.M. depicted as "Adjusted Oak Hill Copper Mine" on that Record of Survey- Boundary Adjustment of the Newton Copper Mine, filed 5/2/2007, in Book 59 of Maps and Plats, Page 65, A.C.R. and also being that Compliance Parcel, described in Certificate of Compliance, recorded 8/6/2008, Instrument No. 2008-0006721, Amador County Records.

Also except those portions thereof lying within that certain Compliance Parcel, described in Certificate of Compliance, recorded 8/6/2008, Instrument No. 2008-0006722, Amador County Records.

APN: 011-160-021 (Portion)

PARCEL NO. EIGHT

The Northwest Quarter of the Northeast Quarter of Section 32, T. 6 N., R. 10 E., M.D.M. and being the same parcel of land conveyed by the United States of America to Joshua T. Brown, by Patent dated 7/3/1890, recorded 2/1/1900, in Book B of Homestead Patents, Page 185, Amador County Records

Except that portion thereof conveyed by Fred W. Dufrene etal to Ellard Winter, etal, by an Instrument entitled, "Boundary Line Agreement", recorded 12/9/1948 in Book 36 of Official Records, Page 171, Amador County Records.

Also except the interest those portions thereof conveyed by Florence E. Dufrene and Nellie Mondani to the State of California, by Deed recorded 7/17/1957 in Book 71 of Official Records, 567, Amador County Records.

Also except that portion thereof conveyed by Florence Dufrene and Nellie Mondani to Donald A. Mondani and Martha Mondani, husband and wife, by Deed of Gift, recorded 11/26/1971 in book 218 of Official Records, Page 632, Amador County Records.

APN: 011-180-032 (Portion)

PARCEL NO. NINE

That portion of that certain real property described in deed to the State of California, recorded October 15, 1956 in Volume 67, page 320, Official Records of Amador County, situate in that certain tract of land designated on "Plat of the north portion of George Winter Ranch" recorded May 12, 1948 in book 4 of Maps and Plats, page 49, Amador County Records, lying northwesterly of the following described line:

Beginning at a point that is S. 48° 41' 16" w., 2,639.17 feet from the northeast corner of Section 32, T. 6 N., R. 10 E., M.D.B.&M., said point of beginning also lying 60 feet to the left of and opposite at right angles to Engineer's Station 156+93.05 of the Department of Public Works, construction centerline, Road X-Ama-34-B, according to the As-build Plans recorded January 14, 1959 in State Highway Map Book No. 2, pages 92 to 110, inclusive, Amador County Records; thence (1) N. 11° 51' 30" e., 569.31 feet; thence (2) along a curve concave to the southeast having a radius of 1,010 feet, through an angle of 40° 50' 00", a distance of 719.81 feet to a point 60 feet to the left of and opposite at right angles to Engineer's Station 169+39.40 of said construction centerline.

And being that parcel of land conveyed by the State of California to Florence E. Dufrene and Nellie Mondani by Director's Deed, recorded 8/17/1964 in Book 133 of Official Records, Page 400, Amador County Records.

APN: 011-180-032 (Portion)

PARCEL NO. TEN

All that portion of land lying North and West of the lone and Jackson Public Road in the Southwest Quarter of the Northeast Quarter of Section 32, T. 6 N., R. 10 E., M.D.M. and being the same parcel of land conveyed by W. A. Amick and Clara Amick, his wife to Joshua Thomas Brown, by Deed dated 12/20/1892, recorded 12/29/1892 in Book 8 of Deeds, Page 221, Amador County Records.

Except those portions thereof conveyed by Florence E. Dufrene and Nellie M. Mondani to the State of California, by Deed recorded 7/17/1957 in Book 71 of Official Records, Page 567, Amador County Records.

APN: 011-180-032 (Portion)



PARCEL NO. ELEVEN

The Northeast Quarter of the Northeast Quarter of Section 32, the West Half of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 33, T. 6 N., R. 10 E., M.D.M. and being the same parcel of land conveyed by the United States of America to Leroy Chamberlain by Patent dated 10/20/1875, recorded 1/14/1876, in Book O of Deeds, Page 588, Amador County Records.

Except that portion thereof conveyed by M. Sanders to W. H. Nichols by Deed recorded 11/12/1889, in Book 4 of Deeds, Page 419, Amador County Records.

Except the interest conveyed to Lone and Eastern Railroad Company in and to, a 100 foot wide strip of land, by Instrument entitled, Right of Way, recorded 10/18/1904 in Book 26 of Deeds, Page 489, Amador County Records.

Also except "a strip of land 25 ft. in width adjoining and running parallel to each side of a 100 ft. width right of way for a railroad of the Amador Central Company", conveyed to Winton Lumber Company by Deed dated 3/19/1953, recorded 8/17/1953 in Book 53 of Official Records, Page 231, Amador County Records.

Also except those portions thereof conveyed by Fred W. Dufrene, Florence E. Dufrene and Nellie M. Mondani to Ellard Winter et al, by an instrument entitled, "Boundary Line Agreement", recorded 12/9/1948 in Book 36 of Official Records, Page 171, Amador County Records.

Also except those portions thereof lying within, that certain Compliance Parcel described in that Certificate of Compliance, recorded 8/6/2008, Instrument No. 2008-0006720, Amador County Records.

APN: 011-180-032 (Portion) and 011-190-016

PARCEL NO. TWELVE

That portion of the Southeast Quarter of the Northeast Quarter of Section 32, T. 6 N., R. 10 E., M.D.M. lying Northerly and Easterly of the Northeasterly line of that parcel of land depicted as "George W. Winters, Est." on that Record of Survey, filed 5/12/1948 in Book 4 of Maps and Plats, Page 49, Amador County Records and being a portion of the real property conveyed by Ellard Winters et al to Fred W. Dufrene, Florence E. Dufrene and Nellie M. Mondani by an instrument entitled, "Boundary Line Agreement" recorded 12/9/1948 in Book 36 of Official Records, Page 171, Amador County Records.

APN: 011-180-032 (Portion)

PARCEL NO. THIRTEEN

Lot 1, the West Half of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 33, T.6 N., R. 10 E., M.D.M. and being the same parcel of land conveyed by the United States of America to "Laroy Chamberlain" by Patent dated 4/5/1876, recorded 11/16/1876, in Book P of Deeds, Page 162, Amador County Records.

Except that portion thereof lying within that certain Compliance Parcel, described in that certain Certificate of Compliance, recorded 8/6/2008 Instrument No. 2008-0006720, Amador County Records.

APN: 011-190-002

PARCEL NO. FOURTEEN

That certain Compliance Parcel described in Certificate of Compliance, recorded 8/6/2008, Instrument No. 2008-0006720 A.C.R. and being more particularly described as follows:

The North Half of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 33, T. 6 N., R. 10 E., M.D.M.

APN: 011-190-014

PARCEL NO. FIFTEEN

The South Half of the Southwest Quarter of Section 27, the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 34, T. 6 N., R. 10 E., M.D.M. and being the same parcel of land conveyed by the United States of America to Charles Dufrene Junior, by Patent, dated 6/21/1982, recorded 8/1/1915 in Book C of Deeds, Page 150, Amador County Records.

Except that portion thereof conveyed by Florence Dufrene and Nellie Mondani to the State of California, by Deed recorded 1/11/1958, in book 74 of Official Records, Page 322, Amador County Records.

Also except those portions thereof conveyed to Douglas W. Mondani, et ux by Deed recorded 5/11/1980 in Book 371 of Official Records, Page 507, Amador County Records.

APN: 011-190-006

#### PARCEL NO. SIXTEEN

Commencing at a 5/8 inch diameter bolt on the north side of the State Highway leading from Jackson to lone being delineated as Highway No. 88 and from which the northeast corner of the Newton Copper Mine, designated as Lot No. 38, bears N. 35° 32' E. 1569.0 feet distant and the section corner common to Section 28, 29, 32 and 33, T. 6 N., R. 10 E., M.D.M., bears S. 31° 33' W., 867.3 feet distant, (note: The section corner was not found by computed from the ties given to same by Newton Copper Mine Patent); thence (1) N. 25° 28' W., 169.7 feet to a 1/2 inch square iron rod; thence (2) N. 64° 32' E., 176.0 feet to a 1/2 inch iron rod; thence (3) S. 25° 28' E., 169.7 feet to a 5/8 inch diameter bolt in a gate on north side of said state highway; thence (4) S. 64° 30' W., 176.0 feet along said highway to the place of beginning.

And being the same parcel of land conveyed by Fred W. Dufrene, Nellie Mondani and Florence E. Dufrene to Peter Mondani and Nellie M. Mondani, his wife, as Joint Tenants by Deed recorded 7/12/1940, in Book 10 of Official Records, Page 207, Amador County Records.

APN: 011-160-008

#### PARCEL NO. SEVENTEEN

Commencing at a 5/8 inch diameter bolt on the north side of the state highway leading from Jackson to lone being designated as Highway No. 88, and from which the northeasterly corner of the Newton Copper Mine, designated as Lot No. 38, bears N. 15° 32' E., 1569.0 feet distant and the section corner common to Section 28, 29, 32 and 33, T. 6 N., R. 10 E., M.D.M., bears S. 31° 33' W., 867.3 feet distant, (Note: The section corner was not found but computed from the ties given to same by Newton Copper Mine Patent); thence (1) S. 66° 26' W., 373.8 feet along said highway to a 10 inch post; thence (2) S. 58° 51' W., 136.7 feet along said highway to a 14 inch post from which the section corner stated above bears S. 0° 39' E., 519.0 feet distant; thence (3) N. 1° 03' E., 190.9 feet along a fence; thence (4) N. 64° 32' E., 424.4 feet to a 1/2 inch square iron rod, being the northwest corner of Mondani lot; thence (5) S. 25° 28' E., 169.7 feet to the place of beginning, being the southwest quarter of Section 28, T. 6 N., R. 10 E., M.D.M.

And being the same parcel of land described in the Deed from Nellie M. Mondani and Peter Mondani, her husband to Fred W. Dufrene and Florence E. Dufrene, recorded 7/12/1940 in Book 10 of Official Records, Page 208, Amador County Records.

APN: 011-160-007

PARCEL NO. EIGHTEEN

The Northwest Quarter, the West Half of the Northeast Quarter, and the Southeast Quarter of Section 13, Township 7 North, Range 9 East, M.D.M.

Except the interest in said land conveyed by Freda Crocker to John Orr by deed recorded April 24, 1936 in Book 53 of Deeds, page 386 Amador County Records.

Also except that portion of the Southeast Quarter of said Section 13, "Lying South of Highway No. 16, running from the City of Sacramento to the City of Plymouth" as escribed in the Deed to Antonina Barbaria et al recorded November 9, 1960 in book 96 of Official Records, page 286 Amador County Records.

Also except those portions thereof conveyed to the State of California by Deeds recorded February 13, 1963 in Book 116 of Official Records, page 362 and 364 Amador County Records.

APN: 001-150-011 (Portion)

PARCEL NO. NINETEEN

All that portion of the North half of the Southwest quarter (N 1/2 of SW 1/4) of Section Thirteen (13), Township Seven (7) North, Range Nine (9) East, of M.D.B.&M., lying North of the northerly boundary line of the State Highway leading from Plymouth, Amador County, California, to Sacramento, California, via Slough House, and being more particularly described as follows, to wit:

Commencing at the Northeast corner of said N 1/2 of SW 1/4 of said Section 13, and run thence N. 88° 06' W., 1903.6 feet, along the northerly boundary line of said N. 1/2 of SW 1/4, to a point on the northerly boundary line of the State Highway; thence run along said northerly boundary line of said highway S. 73° 27' E., 46.6 feet; thence continuing along said northerly boundary line of said highway, S. 70° 02' E., 1967.3 feet to a point in the east line of said N 1/2 of SW 1/4; thence N. 1° 02' E., 622.1 feet, along said East line, to the point of beginning, and being the same parcel of land conveyed by John Orr et ux to Richard Detert by deed recorded August 12, 1940 in Book 10 of Official Records, page 239, Amador County Records.

Except those portions thereof conveyed to the State of California by Deeds recorded February 13, 1963 in Book 116 of Official Records, pages 362 and 364 Amador County Records.

APN: 001-150-011 (Portion)

## PARCEL NO. TWENTY

The North Half of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 12 Township 7 North, Range 9 East, MDM and all that portion of the West Half of Section 12 Township 7 North, Range 9 East MDM lying Easterly of the, "County Road from Sacramento to Plymouth" as it existed on the ground December 11, 1946, being the date of the deed to Fred Dufrene et al, recorded January 8, 1947 in book 29 of Official Records, page 129 Amador County Records.

Except all that portion of Section 12, Township 7 North, Range 9 East, M.D.B.&M., more particularly described as follows:

Beginning at the West quarter corner of said Section 12, an iron pipe at a fence corner; thence along the northerly line of the Southeast 1/4 of said Section 12, North  $88^{\circ} 52'$  West 440.03 feet to a point on the easterly side of a county road; thence along the easterly side of said county road South  $22^{\circ} 27'$  East 729.97 feet; thence South  $35^{\circ} 50' 45''$  east, 153.55 feet; thence South  $29^{\circ} 11' 30''$  east, 116.64 feet to the easterly line of said Section 12; thence along the section line North  $0^{\circ} 47' 05''$  East 890.74 feet to the point of beginning.

According to Survey by Harold S. Prescott, Regr. Civil Engr. No. 7400 and being that parcel of land conveyed to John H. Rick et al by deed recorded January 23, 1957 in book 68 of Official Records, page 591, Amador County Records.

APN: 001-120-005 (Portion)

## PARCEL TWENTY ONE

All that portion of Section 7, Township 7 North, Range 10 East, M.D.B.&M., particularly described as follows:

Beginning at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 7; thence along the Southerly line of the Northwest 1/4 of the Southwest 1/4 of said Section 7, South  $88^{\circ} 52'$  East 157.92 feet to a point in the fence line on the Westerly side of a county road as said road existed on the ground on March 26, 1956; thence along the Westerly side of said county road North  $24^{\circ} 02' 25''$  West 376.12 feet to the Westerly line of Said Section 7; thence along the Westerly line of said Section 7, South  $0^{\circ} 47' 05''$  West 340.40 feet to the point of beginning, according to the survey by Harold S. Prescott, Regr. Civil Engr. No. 7400, March 26, 1956 and being the same parcel of land conveyed to Nellie Mondani et al by deed recorded March 18, 1957 in book 69 of Official Records page 463 Amador County Records.

APN: 001-120-005 (Portion)

**“EXHIBIT B”  
LAND USE RESTRICTIONS**

19.24.036 AG district--Use regulations.

A. AG zoning shall be applied to those lands designated by the board as agricultural preserves and subject to contracts under the provisions of the California Land Conservation Act. Rezoning to AG district shall be initiated only at the request of the landowner.

B. AG zoning shall run concurrently with the California Land Conservation Act contract. Upon termination or expiration of the contract, subject property shall automatically be deemed to be zoned X special use district unless zoning to another district has been approved by the board.

C. Request for rezoning to AG district shall be accompanied by the required fee as set by board resolution.

D. No property shall be rezoned to AG district unless the following requirements are met:

1. a. No parcel less than forty acres shall be zoned AG except that contiguous parcels under common ownership totaling forty acres or more may be zoned AG if said parcels are merged into an assessor's parcel. Said parcels shall be considered as one parcel for purposes of subdivision under the State Subdivision Map Act and Title 17 of this code.

b. A parcel comprised of less than forty acres may be zoned AG despite the forty-acre minimum for AG parcels set forth in paragraph a; provided, that a variance is first obtained pursuant to Chapter 19.52 of this code; provided, however, that in addition to the requirements of that chapter, the board must find that special circumstances have caused the size of the parcel to be less than forty acres, that the parcel substantially complies with the forty-acre minimum set forth herein, and that the owner thereof or his predecessor in interest did not, within three years preceding the application for rezoning, voluntarily reduce the size of the parcel below the forty-acre minimum. The foregoing notwithstanding, no parcel of less than forty acres shall under any circumstances be zoned AG unless it is contiguous to a parcel zoned AG, which parcel is subject to a California Land Conservation Act contract and which has a size of forty acres or more.

2. Parcels to be zoned AG containing one hundred sixty acres or more shall indicate a potential ability to produce an annual gross income from agriculture of not less than two thousand dollars, or shall have permanent agricultural improvements thereon with a value of not less than ten thousand dollars. The amounts set forth in this subdivision shall be adjusted for inflation each year beginning January 1, 1981, in accordance with any increase or decrease in the Consumer Price Index for Northern California published by the United States Department of Labor or any other appropriate index or combination of indices selected by the board, which amounts shall be rounded to the nearest hundred dollars.

3. Property less than one hundred sixty acres but not less than one hundred acres shall meet both of the criteria listed in subdivision D2.

4. Property less than one hundred acres but at least forty acres or qualifying pursuant to Paragraph D1b shall meet the criteria listed in subdivision D2 and additionally shall demonstrate unique characteristics of an agricultural industry.

5. Property less than one hundred sixty acres may be considered to satisfy requirements of subdivisions D1 through D4 if the property is a portion of and contiguous to the adjacent tract under the same ownership

which is within an agricultural preserve in an adjoining county and which, when considered as a whole, would meet the appropriate requirements.

6. A parcel may be found to meet the income requirements set forth in subdivisions D1 through D4 if the owner of the parcel demonstrates to the satisfaction of the board that the owner has planted at the time of this application for rezoning to AG, or that he shall plant during the calendar year following his application for rezoning to AG, crop-bearing trees or vines or other slowly maturing crops, or that he has made or will make agricultural improvements which shall ensure that there will be, within five years from the date of the rezoning to AG, annual agricultural income from the parcel in the minimum amount set forth in this section. Any California Land Conservation Act contract entered into on the basis of this subdivision shall contain a provision that, in the event such income is not produced within such period, the board may terminate the contract at its sole discretion, which termination shall require the immediate payment to the county of any property taxes saved by the property owner and/or his predecessor in interest resulting from the formation of the contract. The board may for good cause extend the five-year period if the board finds that such income level may be reached in such extended period.

E. No property zoned AG and under California Land Conservation Act contract shall be approved for division under the provisions of the State Subdivision Map Act and Title 17 of this code or have boundary line adjustments approved therefor unless a finding is made by the board of supervisors after recommendations from the agricultural advisory committee that each parcel to be created by the proposed division satisfies the requirements for AG zoning as set forth in subsection D hereof or the provisions of either subdivision 1 or 2 hereof.

1. A finding is made by the board of supervisors after recommendations from the agricultural advisory committee that the parcel to be created by the proposed division is for the purpose of providing security for financing on a parcel already encumbered by an existing security instrument of record and is for a second dwelling, or a farm improvement to be utilized in conjunction with the agricultural use of the property, including but not limited to, barns, wineries, dairies, food processing plants, or other uses of a similar nature. Such parcel shall be five acres in size.

a. A tentative and parcel map shall be required for divisions of land allowed by subsection E1 of this section. Land divisions approved for the purpose of financing shall be restricted to the land uses and immediate members of the owner's family as permitted under subdivision 9 of subsection G of this section. Parcel maps shall contain a notation which states the following: "This land division is for the purposes of financing only and any parcel hereby created shall be merged or reverted to acreage with the remainder upon satisfaction of the indebtedness."

b. Prior to the filing of the parcel map with the board of supervisors, the financial instrument shall be reviewed and approved by the county counsel. The financial instrument shall contain a reversionary clause which merges the parcel with the remainder parcel upon satisfaction of the indebtedness. The financial instrument shall be restricted to a loan from a federally or state-chartered bank, savings and loan association or credit union, or a state-regulated mortgage company.

2. The board of supervisors, after hearing recommendations from the agricultural advisory committee shall make all of the following findings before any subdivision or boundary line adjustment is approved pursuant to subsection E2 of this section.

a. Definitions:

- i. "Original parcel" means the real property before the proposed subdivision, which property may consist of one or more contiguous parcels under one ownership and under one Land Conservation Act Contract.
  - ii. "Remainder parcel" means the largest individual parcel remaining after the subdivision of the original parcel.
  - iii. "New parcel" or "new parcels" means the parcel or parcels other than the remainder parcel remaining after the subdivision of the original parcel.
  - iv. "Resulting parcels" means all the parcels after the subdivision, i.e., the remainder parcel and the new parcel or new parcels, which together had comprised the original parcel.
  - v. "Landowner" means the owner of the original parcel.
  - vi. "Subdivision" as used in subsection E2 of this section means subdivisions, land divisions, and boundary line adjustments.
  - vii. "Immediate family" means the spouse, natural, step or adopted children, parents, grandchildren or the siblings of the landowner.
- b. The subdivision shall meet the goal of the providing of residential parcels for immediate family members of the landowner while continuing the agricultural use of the resulting parcels.
  - c. The remainder parcel shall meet all county qualifications set forth in the contract and the AG district regulations.
  - d. All the resulting parcels shall remain subject to the same contract as the original parcel. Any notice of nonrenewal of the contract shall be filed by all of the owners of all of the resulting parcels.
  - e. The number of resulting parcels shall conform to the maximum density limitations set forth in the general plan for the area and subsection D hereof. No new parcel may be less than five acres in size and is permitted only if the remainder parcel meets said subsection D requirements. If one new parcel is created, the remainder parcel shall be no less than seventy-five acres. One additional new parcel may be created for every additional forty acres in the remainder parcel.
  - f. All of the resulting parcels shall be subject to one written agreement for joint agricultural management as one agricultural unit. The written agreement for joint agricultural management shall have been reviewed and approved by the board of supervisors and shall have been recorded in the office of the Amador County recorder as a covenant running with the land. Said written agreement shall be between the landowner and the immediate family members who take title to any resulting parcel after the subdivision. The written agreement shall require that the land which is subject to the contract, which shall include all of the resulting parcels shall be operated under the joint agricultural management of the parties subject to the terms and conditions and for the duration of the contract. The resulting parcels jointly managed under one agreement and one contract shall total at least forty acres in size multiplied by the number of resulting parcels (e.g., one new five-acre parcel requires a seventy-five acre remainder parcel).
  - g. The landowner or his/her immediate family shall have owned the original parcel for at least ten years prior to the application for the subdivision.



- h. New parcels shall be located where they are not disruptive to the agricultural use of the remainder parcel.
- i. The landowner may transfer title and the right to occupy the resulting parcels only to members of his/her immediate family.
- j. A member of the immediately family who is the transferee of the landowner or successor transferee shall not voluntarily sell, lease, or rent any new parcel or improvement thereon while the land is subject to the contract except to a member of the immediate family of the transferee.
- k. This section E2 hereof shall not authorize a subdivision of land subject to a contract when any of the following has occurred:
  - i. The Amador County Local Agency Formation Commission has approved the annexation of any part of the original parcel to a city and the city will not succeed to the contract as provided in Government Code 51243 and 51243.5.
  - ii. Written notice of nonrenewal of the contract has been served upon the county.
  - iii. The board of supervisors has granted tentative approval for cancellation of the contract as provided in Government Code 51282.
- F. The agricultural advisory committee shall be composed of at least the following members and shall make recommendations on applications for AG zoning, proposed divisions of AG zoned property, and other agricultural matters to the decision-making bodies of the county:
  - 1. County assessor;
  - 2. County farm advisory;
  - 3. County agricultural commissioner;
  - 4. Five persons in various agricultural pursuits, one from each supervisorial district to be appointed by the board of supervisors; and
  - 5. One member of the county planning commission. Any member designated pursuant to subsection F4 of this section (agricultural members) who fails to attend two consecutive committee meetings without cause as determined by the planning department shall be deemed to have voluntarily resigned said position and upon said resignation the board may thereupon designate another person to fill the vacancy created thereby.
- G. The following agricultural and compatible uses are permitted in AG districts without a use permit being required:
  - 1. General farming, including but not limited to the raising, growing, and harvesting of vegetable, field, forage, vine, bush, berry, tree, or other plant crop including plant nursery stock;

2. Grazing, maintaining, breeding, training, and raising of poultry and livestock of all kinds including horses, cattle, sheep, goats, hogs, and agricultural species such as fish and fur-bearing species provided there is no feeding of refuse, garbage, sewage, or offal;
3. Nurseries, greenhouses, mushroom rooms, floriculture;
4. Boarding of horses or other farm animals;
5. Growing and harvesting of timber, Christmas trees, or other plants;
6. Dairies and production of dairy products from milk produced on the premises;
7. Poultry farms;
8. Raising, feeding, maintaining, breeding, and slaughtering of livestock, chickens, turkeys, rabbits, pigeons, ducks, geese, fish, frogs, and small animals or fowl in household numbers for family use;
9. Single-family dwellings and appurtenant structures allowed in R districts and such other structures normally associated with agricultural activities, including but not limited to barns, stables, sheds, and silos; provided, however, that only one single-family residence shall be allowed for each forty acres on any parcel or contiguous parcels subject to one California Land Conservation Act contract. One said single-family dwelling on any parcel or contiguous parcels under one such contract may be an occupied mobile home as defined in Title 19 of this code provided, a use permit is obtained as required by Section 19.48.080. All structures or dwellings on a parcel or contiguous parcels subject to one such contract shall be directly used for the furtherance of the agricultural use of said property; and shall be limited to immediate members of the owner's family and his employees;
10. Home occupations, including any use customarily conducted entirely within a dwelling and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of the structure for dwelling purposes and which use does not change the character thereof;
11. Wells, water storage, and reservoirs, including on-site excavation or removal of materials for construction thereof;
12. Storage of petroleum products for use by the occupants of the premises;
13. Veterinary clinics and services, animal hospitals, kennels;
15. Harvesting, curing, processing, packaging, packing, selling, and shipping of agricultural products on a parcel devoted to agricultural use and the treating of products grown or raised on and off the premises where such activity is carried on in conjunction with or as part of an agricultural use; excepting therefrom the commercial slaughtering of livestock, small animals, fish, poultry, or fowl;
16. Holding of nonproducing land for future agricultural use;
17. Maintenance of land in its natural state for the purpose of preserving open space for recreation or the creation of plant or animal preserves;
18. Apiaries and honey extraction plants;

19. Nonintensive recreation when carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation, including but not limited to fishing, hiking, hunting, rifle and pistol practice range, skeet field, archery range, or gun club when such activities do not involve the construction of any permanent structure;
20. Sale of food products produced on the premises;
21. Feed lots and feed yards, provided there is no feeding of refuse, garbage, sewage, or offal;
22. Airport or aircraft landing facilities for use of owner or tenant of the property or for agricultural service use;
23. The following uses when carried on as a clearly secondary occupation in conjunction with a bona fide agricultural operation, where no more than ten percent of the total land is used and where no more than three persons other than the owner are employed in such activities, and which are owned and operated by the owner or occupant of the premises:
  - a. Manufacturing, maintenance, repair, servicing, storage, sale or rental of agricultural machinery, implements and equipment of all kind,
  - b. Storage or sale of farm supplies of all kinds, including but not limited to fertilizers, agricultural minerals, and pesticides,
  - c. Transportation of agricultural products, supplies, or equipment, together with the maintenance, storage, repair and servicing of the necessary trucks and equipment therefor;
24. Public utility and public services, structures, uses and buildings provided such uses are clearly secondary and in conjunction with a bona fide agricultural operation;
25. Commercial radio, television, or microwave antennas and transmitters;
26. Gas, electric, water, and communication utility facilities and public service facilities of like nature operated by a public agency or mutual water company;
27. Public highways;
28. Fire protection works and facilities; flood-control works, including channel rectification and alteration; public works required for fish and wildlife enhancement and preservation; improvements for the primary benefit of the lands within the preserve; state improvements for which the site or route has been specified by the state legislature in such a manner as to make it impossible to avoid the use of subject AG zoned property;
29. Livestock auctions and sales yards;
30. Any structure, building, equipment, or use incidental and necessary to any of the foregoing uses;
31. Fruit and nut dehydrating plants;

32. Wineries as defined in Section 19.08.687 and the following incidental uses subject to providing off-street parking and meeting all necessary clearances from the health and building departments. Additionally, wineries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road, or obtained a use permit pursuant to Chapter 19.56 of this code before commencing any of the following uses:

- a. Wine tasting,
- b. Winery tours,
- c. Wholesale and retail sales of wine and grape products,
- d. Compensated or noncompensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year,
- e. Picnic area(s) for winery-related activities,
- f. Art galleries with sales and framing,
- g. A food preparation facility for catering on-premises indoor or outdoor functions,
- h. Agricultural-related museums,
- i. Gift display not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or prepackaged foods,
- j. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month,
- k. Indoor or outdoor amplified music until ten p.m.

H. Uses described in this subsection may be granted by the planning department, without public hearing, following public notice of the application.

- 1. Wine tasting may be conducted under a duplicate O2 license only if the winery with the master O2 license is located in Amador County and the following standards are met:
  - 2. a. A bona fide agricultural operation must be the primary use on the property;
  - b. The parcel shall be a minimum of forty acres in size;
  - c. The applicant shall provide the planning department with copies of their bond from the Alcohol and Tobacco Tax and Trade Bureau and their California Alcohol Beverage Control license. These licenses and bonds shall be maintained in full compliance at all times;
  - d. Tasting rooms located on private roadways shall have entered into a road maintenance agreement with a majority of the owners of the road; or in the event a road maintenance agreement already exists, the applicant shall provide the county with proof they have renegotiated the terms of the agreement to include the new tasting room. If the majority of the owners of the road do not enter into the new or renegotiated agreement,

# Board of Supervisors Agenda Item Report

Submitting Department: Planning

Meeting Date: December 4, 2018

## **SUBJECT**

Planning: Resolutions authorizing the recording of Proposed Williamson Act Contracts for property included in Sacramento County Contracts by error: California Land Conservation Act Contract No. 441 for Alan J. McDonell, Robin S. McDonell, and Gregory F. McDonell, trustee of the McDonell Family Trust; and California Land Conservation Act contract No. 442 for James R. Patterson, Joan H. Patterson, and John R. Patterson.

## **Recommendation:**

Adopt Resolutions and authorize the Board chair to sign the Resolutions and contracts

## **4/5 vote required:**

No

## **Distribution Instructions:**

Planning, Assessor

## **ATTACHMENTS**

- [Memo to BOS.McDonell-Patterson.12-04-18.pdf](#)
- [RESOLUTION.Contract 441.docx](#)
- [RESOLUTION.Contract 442.docx](#)
- [Contract 441.doc](#)
- [Contract 442.doc](#)



**MEMORANDUM**

**TO: BOARD OF SUPERVISORS**

**FROM: CHUCK BEATTY, PLANNING DIRECTOR**

**DATE: NOVEMBER 27, 2018**

**RE: PROPOSED WILLIAMSON ACT CONTRACTS FOR PROPERTY  
INCLUDED IN SACRAMENTO COUNTY CONTRACTS BY ERROR**

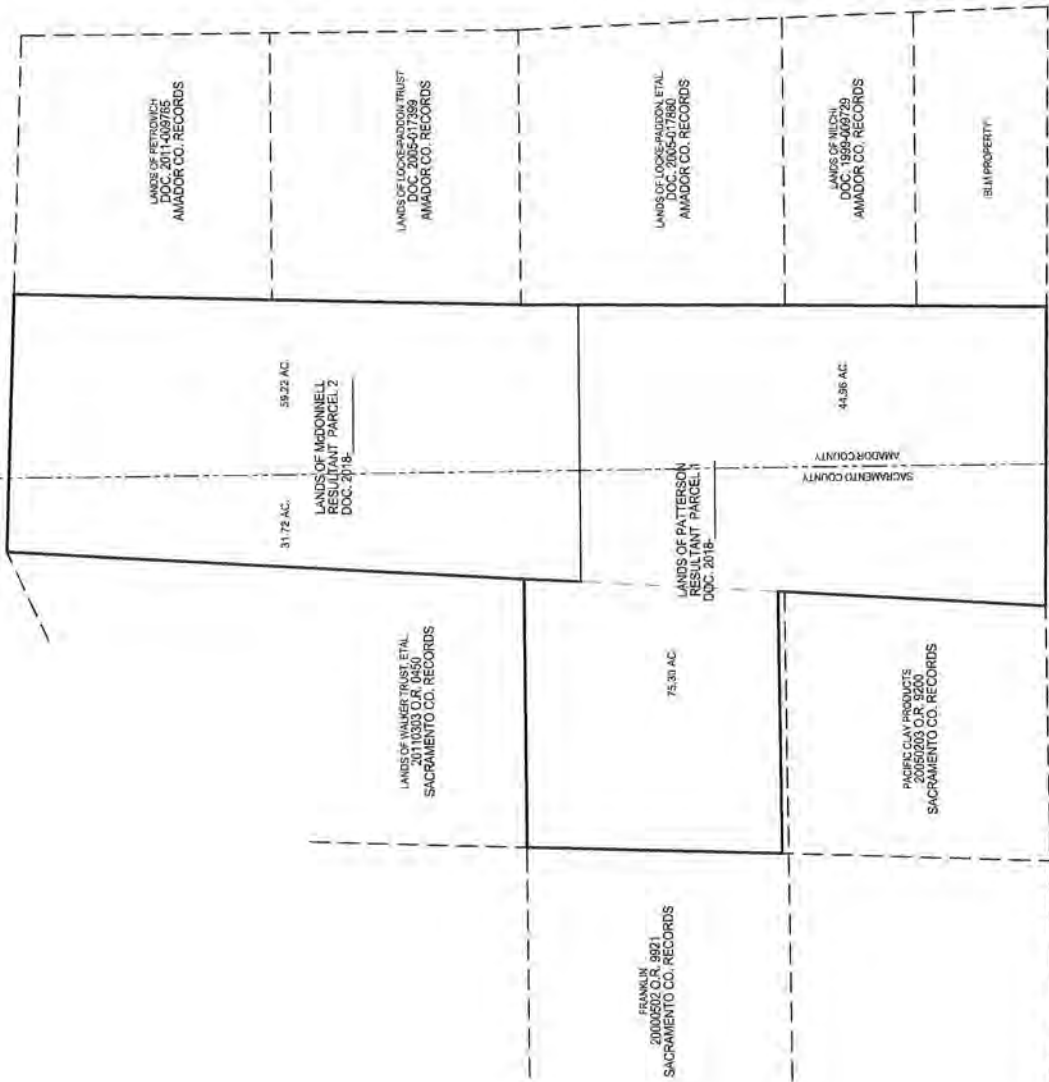
**BACKGROUND:** The subject property was previously placed in Williamson Act contracts by Sacramento County. A recent boundary line survey revealed that approximately half of the property is located in Amador County. The owners have requested that Amador and Sacramento Counties approve Williamson Act contracts which include their respective acreages. Sacramento County has agreed to amend their contract.

**REQUESTED BOARD ACTIONS:**

- 1) Adopt a Resolution authorizing the recording of California Land Conservation Act contract No. 441 for Alan J. McDonell, Robin S. McDonell, and Gregory F. McDonell, trustee of the McDonell Family Trust, and authorize the Board chair to sign the Resolution and contract;
- 2) Adopt a Resolution authorizing the recording of California Land Conservation Act contract No. 442 for James R. Patterson, Joan H. Patterson, and John R. Patterson, and authorize the Board chair to sign the Resolution and contract.

# RECORD OF SURVEY

A PORTION OF SECTION 18, T. 7 N., R. 9 E. M.B.D.&M.  
 AMADOR COUNTY,  
 STATE OF CALIFORNIA  
 DECEMBER, 2018  
 SCALE: 1" = 400'  
**BAKER WILLIAMS ENGINEERING GROUP**



**SURVEYOR'S STATEMENT**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN COMPLIANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT AT THE REQUEST OF JOHN PATTERSON IN JUNE 2018.

JOHN MARL JEFFRIES L.S. 7820  
 EXPIRES 12/31/18

DATED \_\_\_\_\_

**COUNTY SURVEYOR'S STATEMENT**

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8756 OF THE PROFESSIONAL LAND SURVEYORS ACT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

SELE JANETA  
 AMADOR COUNTY SURVEYOR  
 EXPIRES \_\_\_\_\_

**RECORDER'S STATEMENT**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017 AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF SURVEYS AT PAGE \_\_\_\_\_ AT THE REQUEST OF BAKER WILLIAMS ENGINEERING GROUP.

DOC. NO. \_\_\_\_\_  
 FEE \_\_\_\_\_

RYAN RONCO  
 COUNTY RECORDER  
 BY: \_\_\_\_\_ DEPUTY

Recording requested by:  
BOARD OF SUPERVISORS

When recorded send to:  
PLANNING

DEPARTMENT

---

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

IN THE MATTER OF:

RESOLUTION REQUIRING NEW CALIFORNIA  
LAND CONSERVATION ACT CONTRACT #441  
FOR ALAN J. McDONELL, ROBIN S.  
McDONELL, AND GREGORY F. McDONELL,  
TRUSTEE OF THE McDONELL FAMILY TRUST

RESOLUTION NO. 18-XXXX

WHEREAS, this California Land Conservation Contract #441 is entered into by and between the County of Amador and Alan J. McDonell, Robin S. McDonell, and the McDonell Family Trust; and

WHEREAS, the subject property is described in Exhibit "A", which is made a part of the contract; and

WHEREAS, said subject property is within the Amador County agricultural area, a map of said area being on file in Book 1 of Agricultural Preserve Maps, in the office of the Amador County Recorder; and

WHEREAS, the County and Owner desire to limit the use of such land to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, the County and Owner recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an adequate food supply and constitute an important physical, social, aesthetic, and economic asset to the people of the County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both the County and Owner intend this contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purpose of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422.



THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby adopt this Resolution approving California Land Conservation Contract #441, along with property described in Exhibit A.

BE IT FURTHER RESOLVED that the Chair of the Board of Supervisors is hereby authorized to sign and execute said Resolution and Contract on behalf of the County of Amador.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 4th day of December 2018, by the following vote:

AYES:

NOES:

ABSENT:

---

Lynn Morgan, Chair, Board of Supervisors

ATTEST:

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

By: \_\_\_\_\_

**EXHIBIT 'A'**  
**DESCRIPTION**  
**McDONELL PROPERTY**

All that real property situated in the County of Sacramento, and the County of Amador, State of California and being a portion of Section 18, Township 7 North, Range 9 East, M.D.M.

Being that certain parcel described in Quitclaim Deed, recorded in the office of the County Recorder of Sacramento County on November 07, 2011 in Book 20111107 of Official Records, at Page 1498 being the west 1/2 of the east 1/2 of Section 18, Township 7 North, Range 9 East, M.D.M.

Less and except the following described area:

Beginning at the southeast corner of said Deed, thence along the south boundary thereof, being the south line of said Section 18, North 89°24'05" West, 1530.97 feet to the southwest corner of said Deed, being the south quarter corner of said Section 18; thence along the west boundary of said Deed, being the west line of east half of said Section 18, North 03°09'00" East, 2356.83 feet; thence leaving said west line, North 89°45'58" East, 1416.82 feet to a point on the east boundary of said Deed; thence along last said east boundary, South 00°22'20" West, 2375.10 feet to said Point of Beginning.

LESS AND EXCEPT that property lying within Sacramento County.

Said property contains 59.22 acres, more or less.



Recording requested by:  
BOARD OF SUPERVISORS

When recorded send to:  
PLANNING

DEPARTMENT

---

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

IN THE MATTER OF:

RESOLUTION REQUIRING NEW CALIFORNIA  
LAND CONSERVATION ACT CONTRACT #442  
FOR JAMES R. PATTERSON, JOAN H.  
PATTERSON, AND JOHN R. PATTERSON

RESOLUTION NO. 18-XXXX

WHEREAS, this California Land Conservation Contract #442 is entered into by and between the County of Amador and James R. Patterson, Joan H. Patterson, and John R. Patterson; and

WHEREAS, the subject property is described in Exhibit "A", which is made a part of the contract; and

WHEREAS, said subject property is within the Amador County agricultural area, a map of said area being on file in Book 1 of Agricultural Preserve Maps, in the office of the Amador County Recorder; and

WHEREAS, the County and Owner desire to limit the use of such land to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, the County and Owner recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an adequate food supply and constitute an important physical, social, aesthetic, and economic asset to the people of the County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both the County and Owner intend this contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purpose of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby adopt this Resolution approving California Land Conservation Contract #442, along with property described in Exhibit A.

BE IT FURTHER RESOLVED that the Chair of the Board of Supervisors is hereby authorized to sign and execute said Resolution and Contract on behalf of the County of Amador.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 4th day of December 2018, by the following vote:

AYES:

NOES:

ABSENT:

---

Lynn Morgan, Chair, Board of Supervisors

ATTEST:

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

By: \_\_\_\_\_

**EXHIBIT 'A'**  
**DESCRIPTION**  
**PATTERSON PROPERTY**

All that real property situated in the County of Sacramento, and the County of Amador, State of California and being a portion of Section 18, Township 7 North, Range 9 East, M.D.M., being described in Correction Grant Deed recorded on January 8, 2018 in Document number 201801080442, Official Records of Sacramento County.

Together with a portion of that certain parcel described in Quitclaim Deed, recorded in the office of the County Recorder of Sacramento County on November 07, 2011 in Book 20111107 of Official Records, at Page 1498, described as follows:

Beginning at the southeast corner of said Deed, thence along the south boundary thereof, being the south line of said Section 18, North 89°24'05" West, 1,530.97 feet to the southwest corner of said Deed, being the south quarter corner of said Section 18; thence along the west boundary of said Deed, being the west line of east half of said Section 18, North 03°09'00" East, 2,356.83 feet; thence leaving said west line, North 89°45'58" East, 1,416.82 feet to a point on the east boundary of said Deed; thence along last said east boundary, South 00°22'20" West, 2,375.10 feet to said Point of Beginning.

LESS AND EXCEPT that property lying within Sacramento County.

Said property contains 44.96 acres, more or less.

Recording Requested by and Return to:  
Planning Department  
Amador County  
810 Court Street  
Jackson, California 95642

Space Above This Line For Recorder's Use

## CALIFORNIA LAND CONSERVATION ACT CONTRACT NO. 441

This CALIFORNIA LAND CONSERVATION ACT CONTRACT, made and entered into this   4<sup>th</sup> day of December, 2018, by and between the County of Amador, a political subdivision of the State of California, hereinafter referred to as "County" and

**Alan J. McDonell, Robin S. McDonell, and  
Gregory F. McDonell, Trustee of the McDonell Family Trust dated September 21, 2011**

or successors thereof, hereinafter referred to as "Owner":

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situated in the County of Amador, State of California; and

WHEREAS, subject property is described in Exhibit "A" which is made a part of this Contract; and

WHEREAS, subject property is located in an agricultural preserve established by Resolution No. 96-358; and

WHEREAS, said agricultural preserve is within the Amador County Agricultural Area; a map of said area being on file in Book 1, Page 45 of Agricultural Preserves Maps, in the office of the County Recorder of Amador County; and

WHEREAS, Owner and County desire to limit the use of subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, Owner and County recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an asset adequate food supply and constitute an important physical, social, esthetic and economic to the people of County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both Owner and County intend that this Contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purposes of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422; and

WHEREAS, the County enters into this Contract with Owner on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to the County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code Section 16140 et seq.), and that if said funds are not appropriated or disbursed and

received by the County, then the County at its option may deem the Contract to be null and void.

NOW, THEREFORE, the parties, in consideration of the mutual benefits and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. AGREEMENT MADE PURSUANT TO CALIFORNIA LAND CONSERVATION ACT. The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200), hereinafter referred to as "Act", and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other provisions of said Act as are specifically made applicable to this Contract.

This Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make to the County or the County fails to receive from the State any of the subvention payments required under the provisions of the Open Space Subvention Act, then the County at its option may declare this Contract to be null and void. The State's failure to make such payments, or the County's failure to receive them, may be due to non-appropriation of funds by the Legislature, failure to disperse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. If any of those events occur, the County may declare the Contract null and void by delivering notice to the Owner or his successors or assigns and to the County Assessor and by recording such notice in the Official Records of Amador County. In that event, this Contract shall thereupon be null and void and of no further force or effect with no continuing contractual rights of any kind; provided, however, that the Owner may apply for a new Land Conservation Contract as otherwise may be provided by law.

2. USE OF SUBJECT PROPERTY. During the term of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in attached Exhibit "B" and incorporated herein. Owner shall be limited to the uses specified in the aforementioned Exhibit even though ordinances, codes or regulations of County authorize different uses.

3. ADDITIONAL USES. The Board of Supervisors of County may from time to time during the term of this Contract, or any extension thereof, by resolution revise the lists of "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension thereof.

4. TERM. This Contract shall be effective on the date first above written, hereinafter called "anniversary date", and shall remain in effect for a period of ten (10) years therefrom. On the anniversary date when the unexpired term of this Contract shall reach nine years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

5. CONSIDERATION. It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of



determining the assessed value of the subject property and any reduction thereto due to the imposition of limitations on its use set forth in this Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

6. CANCELLATION. This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate noncontractual land suitable for the use to which it is proposed the subject land be put. The economic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, and payment of the cancellation fee, (3) waiver of all or a portion of the cancellation fee, (4) distribution of the cancellation fee as deferred taxes, (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections 51283 and 51283.3 thereof as amended by Chapter 1372, 1969 Statutes. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

7. CANCELLATION IF NO OPERATIVE LEGISLATION. This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearings whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

8. DIVISION OF SUBJECT PROPERTY. In the event the subject property is divided, Owner or successors thereof, as the case may be, agree as a condition of such division to execute a contract or contracts so that at all times the subject property is restricted by a contract or contracts identical to the contract covering the subject property at the time of such division. County, any other political entity, or any Court having jurisdiction and making an order of division of the subject property shall as a condition of the division require the execution of the contracts provided for in this paragraph. The owner of any parcel created by division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of owner executing this Contract to give notice of non-renewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels of the divided land.

9. INFORMATION TO COUNTY. Owner, not later than the last day of December of each year this Contract is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assessment purposes and for continued eligibility under the provisions of the Act.

10. NOTICE OF NON-RENEWAL. If, after the expiration of the tenth year of the term of this Contract, and in each succeeding year of this Contract, Owner desires not to renew the Contract, Owner shall serve written notice of non-renewal of this Contract upon the Clerk of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. If, after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, County desires not to renew the Contract, County shall serve written notice of non-renewal to Owner at least sixty (60) days prior to the anniversary date. Notices of non-renewal by County shall be sent to the address shown on the most current Assessor' roll. Owner shall have the right to protest the non-renewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than sixty (60) days after receipt of the notice of non-renewal from County or the last day of February of the calendar year in which the notice was mailed, whichever date is first to occur. County may prior to the annual renewal date, without notice to Owner, withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of non-renewal on a portion of the subject property, said notice to be in accordance with foregoing provisions of this Paragraph 10.

11. REMOVAL OF LAND FROM AGRICULTURAL PRESERVE. Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of non-renewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the annual renewal date, serve a notice of non-renewal as provided in Paragraph 10. County shall, as required by Section 51206 of the Government Code, record the notice of non-renewal in the office of the Recorder of County, however, Owner agrees that a failure of County to record said notice of non-renewal shall not invalidate or in any manner affect said notice.

12. ACTION IN EMINENT DOMAIN TO TAKE ALL OF SUBJECT PROPERTY. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all the subject property or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

13. ACTION IN EMINENT DOMAIN TO TAKE A PORTION OF SUBJECT PROPERTY. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of the subject property, or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

14. ABANDONMENT OF ACTION IN EMINENT DOMAIN. In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, provided however, a notice of non-renewal had not been given by either party prior to the

filing of suit or date the property was to have been acquired and the property at the time of abandonment of the condemnation or purchase is within the boundaries of the agricultural preserve in which the subject property was first located.

15. ENFORCEMENT OF CONTRACT. Any conveyance, contract or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the terms of this Contract or the rules of the agricultural preserve in which the subject property is located, or failure to use the property consistent with the provisions herein will be deemed a breach of this Contract. Such breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

16. RECORDING OF DOCUMENTS. In the event of termination of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

17. SUCCESSORS IN INTEREST. The within Contract shall run with the land described herein and upon division. to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. This Contract shall also be transferred from County to a succeeding city or county acquiring jurisdiction over all or any portion of the subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

EXECUTED the day and year first above written.

**"COUNTY"**

**"OWNER"**

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

By: \_\_\_\_\_  
Alan J. McDonell

By: \_\_\_\_\_  
Lynn Morgan  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Robin S. McDonell

Attest:

By: \_\_\_\_\_  
Jennifer Burns  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Gregory F. McDonell, Trustee of the McDonell  
Family Trust dated September 21, 2011

**EXHIBIT 'A'**  
**DESCRIPTION**  
**McDONELL PROPERTY**

All that real property situated in the County of Sacramento, and the County of Amador, State of California and being a portion of Section 18, Township 7 North, Range 9 East, M.D.M.

Being that certain parcel described in Quitclaim Deed, recorded in the office of the County Recorder of Sacramento County on November 07, 2011 in Book 20111107 of Official Records, at Page 1498 being the west 1/2 of the east 1/2 of Section 18, Township 7 North, Range 9 East, M.D.M.

Less and except the following described area:

Beginning at the southeast corner of said Deed, thence along the south boundary thereof, being the south line of said Section 18, North 89°24'05" West, 1530.97 feet to the southwest corner of said Deed, being the south quarter corner of said Section 18; thence along the west boundary of said Deed, being the west line of east half of said Section 18, North 03°09'00" East, 2356.83 feet; thence leaving said west line, North 89°45'58" East, 1416.82 feet to a point on the east boundary of said Deed; thence along last said east boundary, South 00°22'20" West, 2375.10 feet to said Point of Beginning.

LESS AND EXCEPT that property lying within Sacramento County.

Said property contains 59.22 acres, more or less.

"EXHIBIT B"  
LAND USE RESTRICTIONS

19.24.036 AG district--Use regulations.

A. AG zoning shall be applied to those lands designated by the board as agricultural preserves and subject to contracts under the provisions of the California Land Conservation Act. Rezoning to AG district shall be initiated only at the request of the landowner.

B. AG zoning shall run concurrently with the California Land Conservation Act contract. Upon termination or expiration of the contract, subject property shall automatically be deemed to be zoned X special use district unless zoning to another district has been approved by the board.

C. Request for rezoning to AG district shall be accompanied by the required fee as set by board resolution.

D. No property shall be rezoned to AG district unless the following requirements are met:

1. a. No parcel less than forty acres shall be zoned AG except that contiguous parcels under common ownership totaling forty acres or more may be zoned AG if said parcels are merged into an assessor's parcel. Said parcels shall be considered as one parcel for purposes of subdivision under the State Subdivision Map Act and Title 17 of this code.

b. A parcel comprised of less than forty acres may be zoned AG despite the forty-acre minimum for AG parcels set forth in paragraph a; provided, that a variance is first obtained pursuant to Chapter 19.52 of this code; provided, however, that in addition to the requirements of that chapter, the board must find that special circumstances have caused the size of the parcel to be less than forty acres, that the parcel substantially complies with the forty-acre minimum set forth herein, and that the owner thereof or his predecessor in interest did not, within three years preceding the application for rezoning, voluntarily reduce the size of the parcel below the forty-acre minimum. The foregoing notwithstanding, no parcel of less than forty acres shall under any circumstances be zoned AG unless it is contiguous to a parcel zoned AG, which parcel is subject to a California Land Conservation Act contract and which has a size of forty acres or more.

2. Parcels to be zoned AG containing one hundred sixty acres or more shall indicate a potential ability to produce an annual gross income from agriculture of not less than two thousand dollars, or shall have permanent agricultural improvements thereon with a value of not less than ten thousand dollars. The amounts set forth in this subdivision shall be adjusted for inflation each year beginning January 1, 1981, in accordance with any increase or decrease in the Consumer Price Index for Northern California published by the United States Department of Labor or any other appropriate index or combination of indices selected by the board, which amounts shall be rounded to the nearest hundred dollars.

3. Property less than one hundred sixty acres but not less than one hundred acres shall meet both of the criteria listed in subdivision D2.

4. Property less than one hundred acres but at least forty acres or qualifying pursuant to Paragraph D1b shall meet the criteria listed in subdivision D2 and additionally shall demonstrate unique characteristics of an agricultural industry.

5. Property less than one hundred sixty acres may be considered to satisfy requirements of subdivisions D1 through D4 if the property is a portion of and contiguous to the adjacent tract under the same ownership

which is within an agricultural preserve in an adjoining county and which, when considered as a whole, would meet the appropriate requirements.

6. A parcel may be found to meet the income requirements set forth in subdivisions D1 through D4 if the owner of the parcel demonstrates to the satisfaction of the board that the owner has planted at the time of this application for rezoning to AG, or that he shall plant during the calendar year following his application for rezoning to AG, crop-bearing trees or vines or other slowly maturing crops, or that he has made or will make agricultural improvements which shall ensure that there will be, within five years from the date of the rezoning to AG, annual agricultural income from the parcel in the minimum amount set forth in this section. Any California Land Conservation Act contract entered into on the basis of this subdivision shall contain a provision that, in the event such income is not produced within such period, the board may terminate the contract at its sole discretion, which termination shall require the immediate payment to the county of any property taxes saved by the property owner and/or his predecessor in interest resulting from the formation of the contract. The board may for good cause extend the five-year period if the board finds that such income level may be reached in such extended period.

E. No property zoned AG and under California Land Conservation Act contract shall be approved for division under the provisions of the State Subdivision Map Act and Title 17 of this code or have boundary line adjustments approved therefor unless a finding is made by the board of supervisors after recommendations from the agricultural advisory committee that each parcel to be created by the proposed division satisfies the requirements for AG zoning as set forth in subsection D hereof or the provisions of either subdivision 1 or 2 hereof.

1. A finding is made by the board of supervisors after recommendations from the agricultural advisory committee that the parcel to be created by the proposed division is for the purpose of providing security for financing on a parcel already encumbered by an existing security instrument of record and is for a second dwelling, or a farm improvement to be utilized in conjunction with the agricultural use of the property, including but not limited to, barns, wineries, dairies, food processing plants, or other uses of a similar nature. Such parcel shall be five acres in size.

a. A tentative and parcel map shall be required for divisions of land allowed by subsection E1 of this section. Land divisions approved for the purpose of financing shall be restricted to the land uses and immediate members of the owner's family as permitted under subdivision 9 of subsection G of this section. Parcel maps shall contain a notation which states the following: "This land division is for the purposes of financing only and any parcel hereby created shall be merged or reverted to acreage with the remainder upon satisfaction of the indebtedness."

b. Prior to the filing of the parcel map with the board of supervisors, the financial instrument shall be reviewed and approved by the county counsel. The financial instrument shall contain a reversionary clause which merges the parcel with the remainder parcel upon satisfaction of the indebtedness. The financial instrument shall be restricted to a loan from a federally or state-chartered bank, savings and loan association or credit union, or a state-regulated mortgage company.

2. The board of supervisors, after hearing recommendations from the agricultural advisory committee shall make all of the following findings before any subdivision or boundary line adjustment is approved pursuant to subsection E2 of this section.

a. Definitions:

- i. "Original parcel" means the real property before the proposed subdivision, which property may consist of one or more contiguous parcels under one ownership and under one Land Conservation Act Contract.
  - ii. "Remainder parcel" means the largest individual parcel remaining after the subdivision of the original parcel.
  - iii. "New parcel" or "new parcels" means the parcel or parcels other than the remainder parcel remaining after the subdivision of the original parcel.
  - iv. "Resulting parcels" means all the parcels after the subdivision, i.e., the remainder parcel and the new parcel or new parcels, which together had comprised the original parcel.
  - v. "Landowner" means the owner of the original parcel.
  - vi. "Subdivision" as used in subsection E2 of this section means subdivisions, land divisions, and boundary line adjustments.
  - vii. "Immediate family" means the spouse, natural, step or adopted children, parents, grandchildren or the siblings of the landowner.
- b. The subdivision shall meet the goal of the providing of residential parcels for immediate family members of the landowner while continuing the agricultural use of the resulting parcels.
  - c. The remainder parcel shall meet all county qualifications set forth in the contract and the AG district regulations.
  - d. All the resulting parcels shall remain subject to the same contract as the original parcel. Any notice of nonrenewal of the contract shall be filed by all of the owners of all of the resulting parcels.
  - e. The number of resulting parcels shall conform to the maximum density limitations set forth in the general plan for the area and subsection D hereof. No new parcel may be less than five acres in size and is permitted only if the remainder parcel meets said subsection D requirements. If one new parcel is created, the remainder parcel shall be no less than seventy-five acres. One additional new parcel may be created for every additional forty acres in the remainder parcel.
  - f. All of the resulting parcels shall be subject to one written agreement for joint agricultural management as one agricultural unit. The written agreement for joint agricultural management shall have been reviewed and approved by the board of supervisors and shall have been recorded in the office of the Amador County recorder as a covenant running with the land. Said written agreement shall be between the landowner and the immediate family members who take title to any resulting parcel after the subdivision. The written agreement shall require that the land which is subject to the contract, which shall include all of the resulting parcels shall be operated under the joint agricultural management of the parties subject to the terms and conditions and for the duration of the contract. The resulting parcels jointly managed under one agreement and one contract shall total at least forty acres in size multiplied by the number of resulting parcels (e.g., one new five-acre parcel requires a seventy-five acre remainder parcel).
  - g. The landowner or his/her immediate family shall have owned the original parcel for at least ten years prior to the application for the subdivision.

h. New parcels shall be located where they are not disruptive to the agricultural use of the remainder parcel.

i. The landowner may transfer title and the right to occupy the resulting parcels only to members of his/her immediate family.

j. A member of the immediately family who is the transferee of the landowner or successor transferee shall not voluntarily sell, lease, or rent any new parcel or improvement thereon while the land is subject to the contract except to a member of the immediate family of the transferee.

k. This section E2 hereof shall not authorize a subdivision of land subject to a contract when any of the following has occurred:

i. The Amador County Local Agency Formation Commission has approved the annexation of any part of the original parcel to a city and the city will not succeed to the contract as provided in Government Code 51243 and 51243.5.

ii. Written notice of nonrenewal of the contract has been served upon the county.

iii. The board of supervisors has granted tentative approval for cancellation of the contract as provided in Government Code 51282.

F. The agricultural advisory committee shall be composed of at least the following members and shall make recommendations on applications for AG zoning, proposed divisions of AG zoned property, and other agricultural matters to the decision-making bodies of the county:

1. County assessor;

2. County farm advisory;

3. County agricultural commissioner;

4. Five persons in various agricultural pursuits, one from each supervisorial district to be appointed by the board of supervisors; and

5. One member of the county planning commission. Any member designated pursuant to subsection F4 of this section (agricultural members) who fails to attend two consecutive committee meetings without cause as determined by the planning department shall be deemed to have voluntarily resigned said position and upon said resignation the board may thereupon designate another person to fill the vacancy created thereby.

G. The following agricultural and compatible uses are permitted in AG districts without a use permit being required:

1. General farming, including but not limited to the raising, growing, and harvesting of vegetable, field, forage, vine, bush, berry, tree, or other plant crop including plant nursery stock;



2. Grazing, maintaining, breeding, training, and raising of poultry and livestock of all kinds including horses, cattle, sheep, goats, hogs, and agricultural species such as fish and fur-bearing species provided there is no feeding of refuse, garbage, sewage, or offal;
3. Nurseries, greenhouses, mushroom rooms, floriculture;
4. Boarding of horses or other farm animals;
5. Growing and harvesting of timber, Christmas trees, or other plants;
6. Dairies and production of dairy products from milk produced on the premises;
7. Poultry farms;
8. Raising, feeding, maintaining, breeding, and slaughtering of livestock, chickens, turkeys, rabbits, pigeons, ducks, geese, fish, frogs, and small animals or fowl in household numbers for family use;
9. Single-family dwellings and appurtenant structures allowed in R districts and such other structures normally associated with agricultural activities, including but not limited to barns, stables, sheds, and silos; provided, however, that only one single-family residence shall be allowed for each forty acres on any parcel or contiguous parcels subject to one California Land Conservation Act contract. One said single-family dwelling on any parcel or contiguous parcels under one such contract may be an occupied mobile home as defined in Title 19 of this code provided, a use permit is obtained as required by Section 19.48.080. All structures or dwellings on a parcel or contiguous parcels subject to one such contract shall be directly used for the furtherance of the agricultural use of said property; and shall be limited to immediate members of the owner's family and his employees;
10. Home occupations, including any use customarily conducted entirely within a dwelling and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of the structure for dwelling purposes and which use does not change the character thereof;
11. Wells, water storage, and reservoirs, including on-site excavation or removal of materials for construction thereof;
12. Storage of petroleum products for use by the occupants of the premises;
13. Veterinary clinics and services, animal hospitals, kennels;
15. Harvesting, curing, processing, packaging, packing, selling, and shipping of agricultural products on a parcel devoted to agricultural use and the treating of products grown or raised on and off the premises where such activity is carried on in conjunction with or as part of an agricultural use; excepting therefrom the commercial slaughtering of livestock, small animals, fish, poultry, or fowl;
16. Holding of nonproducing land for future agricultural use;
17. Maintenance of land in its natural state for the purpose of preserving open space for recreation or the creation of plant or animal preserves;
18. Apiaries and honey extraction plants;

19. Nonintensive recreation when carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation, including but not limited to fishing, hiking, hunting, rifle and pistol practice range, skeet field, archery range, or gun club when such activities do not involve the construction of any permanent structure;
20. Sale of food products produced on the premises;
21. Feed lots and feed yards, provided there is no feeding of refuse, garbage, sewage, or offal;
22. Airport or aircraft landing facilities for use of owner or tenant of the property or for agricultural service use;
23. The following uses when carried on as a clearly secondary occupation in conjunction with a bona fide agricultural operation, where no more than ten percent of the total land is used and where no more than three persons other than the owner are employed in such activities, and which are owned and operated by the owner or occupant of the premises:
  - a. Manufacturing, maintenance, repair, servicing, storage, sale or rental of agricultural machinery, implements and equipment of all kind,
  - b. Storage or sale of farm supplies of all kinds, including but not limited to fertilizers, agricultural minerals, and pesticides,
  - c. Transportation of agricultural products, supplies, or equipment, together with the maintenance, storage, repair and servicing of the necessary trucks and equipment therefor;
24. Public utility and public services, structures, uses and buildings provided such uses are clearly secondary and in conjunction with a bona fide agricultural operation;
25. Commercial radio, television, or microwave antennas and transmitters;
26. Gas, electric, water, and communication utility facilities and public service facilities of like nature operated by a public agency or mutual water company;
27. Public highways;
28. Fire protection works and facilities; flood-control works, including channel rectification and alteration; public works required for fish and wildlife enhancement and preservation; improvements for the primary benefit of the lands within the preserve; state improvements for which the site or route has been specified by the state legislature in such a manner as to make it impossible to avoid the use of subject AG zoned property;
29. Livestock auctions and sales yards;
30. Any structure, building, equipment, or use incidental and necessary to any of the foregoing uses;
31. Fruit and nut dehydrating plants;

32. Wineries as defined in Section 19.08.687 and the following incidental uses subject to providing off-street parking and meeting all necessary clearances from the health and building departments. Additionally, wineries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road, or obtained a use permit pursuant to Chapter 19.56 of this code before commencing any of the following uses:

- a. Wine tasting,
- b. Winery tours,
- c. Wholesale and retail sales of wine and grape products,
- d. Compensated or noncompensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year,
- e. Picnic area(s) for winery-related activities,
- f. Art galleries with sales and framing,
- g. A food preparation facility for catering on-premises indoor or outdoor functions,
- h. Agricultural-related museums,
- i. Gift display not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or prepackaged foods,
- j. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month,
- k. Indoor or outdoor amplified music until ten p.m.

H. Uses described in this subsection may be granted by the planning department, without public hearing, following public notice of the application.

- 1. Wine tasting may be conducted under a duplicate 02 license only if the winery with the master 02 license is located in Amador County and the following standards are met:
  - 2. a. A bona fide agricultural operation must be the primary use on the property;
  - b. The parcel shall be a minimum of forty acres in size;
  - c. The applicant shall provide the planning department with copies of their bond from the Alcohol and Tobacco Tax and Trade Bureau and their California Alcohol Beverage Control license. These licenses and bonds shall be maintained in full compliance at all times;
  - d. Tasting rooms located on private roadways shall have entered into a road maintenance agreement with a majority of the owners of the road; or in the event a road maintenance agreement already exists, the applicant shall provide the county with proof they have renegotiated the terms of the agreement to include the new tasting room. If the majority of the owners of the road do not enter into the new or renegotiated agreement,

the applicant must obtain a use permit pursuant to Chapter 19.56 of this code before commencing any of the uses allowed by this section;

- e. The tasting room building shall be located a minimum of fifty feet from all property lines;
- f. The primary use of the tasting room shall be the marketing and sale of wine produced in Amador County. Additional allowed uses are as follows:
  - i. Compensated or noncompensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year;
  - ii. Picnic area(s) for wine tasting-related activities;
  - iii. Art galleries with sales and framing;
  - iv. A food preparation facility for catering on-premises indoor or outdoor functions;
  - v. Agricultural-related museums;
  - vi. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of wine-related promotional items, gift items, and/or prepackaged foods;
  - vii. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month;
  - viii. Indoor or outdoor amplified music until ten p.m.
- g. The applicant must obtain all applicable permits from the environmental health department, building department, and department of transportation and public works.
- h. Public notice of such application shall be given in the manner described in Chapter 19.56 of this code, Use Permits. Such notice shall indicate the intent of the planning department to grant the use permit without a hearing unless sufficient reasons are provided not to grant the use permit. A description of the appeals process (Chapter 19.64 of this code) shall be contained within the notice. The planning department shall decide upon the use permit application within ten days after the notice is mailed. If the planning department finds sufficient cause to approve the application and the application meets the standards outlined in this subsection, the planning department shall approve the use permit and the use permit shall become valid following the ten-day appeal period if no appeals are filed.
- I. The following uses are permitted in AG districts upon obtaining a use permit as provided for in Chapter 19.56 of this code:
  - 1. Turkey farms, provided there is a cover crop or other dust control;
  - 2. Any garbage, sewage, refuse, or offal feeding;
  - 3. Commercial small animal and fowl specialty farms, including but not limited to chinchillas, minks, foxes, rodents, aviaries, rabbits, frogs, pigeons, ducks, and geese;

4. Commercial slaughterhouses and stockyards for livestock, small animals, poultry, and fowl;
5. Rendering plants and fertilizer plants;
6. Commercial recreation, dude ranches, and boarding and guest facilities when carried on as a clearly secondary use in conjunction with a primary agricultural use;
7. Oil and gas wells, including the drilling and installation, and use of such equipment, structures, and facilities as are necessary or convenient for oil-drilling and oil-producing operations customarily required or incidental to usual oil field practice, including but not limited to the initial separation of oil, gas, and water and for the storage, handling, recycling, and transportation of such oil, gas, and water to and from the premises; provided such activities are carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation;
8. Development of natural resources including mines, open pits for extraction of minerals, borrow pits, and quarries, with necessary buildings, apparatus, or appurtenances thereto; provided such activities are carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation;
9. Any use determined by the planning commission after recommendations by the agricultural advisory committee to be compatible with the purposes of the California Land Conservation Act and which do not significantly adversely affect agricultural operations;
10. Any structure, building, use, or equipment incidental and necessary to any of the above uses, located on the same site, and included in the use permit;
11. Farm-labor camps and farm-labor quarters as defined in this title;
12. Social gatherings or weddings at winery facilities which exceed either of the limits set forth in subsection G(32)(j) of this section. (Ord. 1708 §3, 2011; Ord. 1320 §§3,4, 1993; Ord. 1262 §§1--6, 1991; Ord. 1208 §2, 1989; Ord. 1139 §§3, 4, 1987; Ord. 934 §3, 1983; Ord. 883 §3, 1982; Ord. 773 §12, 1981; Ord. 743 §1, 1981; Ord. 600 §2, 1977).

Recording Requested by and Return to:  
Planning Department  
Amador County  
810 Court Street  
Jackson, California 95642

Space Above This Line For Recorder's Use

## CALIFORNIA LAND CONSERVATION ACT CONTRACT NO. 442

This CALIFORNIA LAND CONSERVATION ACT CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, by and between the County of Amador, a political subdivision of the State of California, hereinafter referred to as "County" and

**James R. Patterson, Joan H. Patterson, and John R. Patterson**

or successors thereof, hereinafter referred to as "Owner":

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situated in the County of Amador, State of California; and

WHEREAS, subject property is described in Exhibit "A" which is made a part of this Contract; and

WHEREAS, subject property is located in an agricultural preserve established by Resolution No. 96-358; and

WHEREAS, said agricultural preserve is within the Amador County Agricultural Area; a map of said area being on file in Book 1, Page 45 of Agricultural Preserves Maps, in the office of the County Recorder of Amador County; and

WHEREAS, Owner and County desire to limit the use of subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, Owner and County recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an asset adequate food supply and constitute an important physical, social, esthetic and economic to the people of County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both Owner and County intend that this Contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purposes of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422; and

WHEREAS, the County enters into this Contract with Owner on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to the County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code Section 16140 et seq.), and that if said funds are not appropriated or disbursed and received by the County, then the County at its option may deem the Contract to be null and void.

NOW, THEREFORE, the parties, in consideration of the mutual benefits and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. AGREEMENT MADE PURSUANT TO CALIFORNIA LAND CONSERVATION ACT. The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200), hereinafter referred to as "Act", and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other provisions of said Act as are specifically made applicable to this Contract.

This Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make to the County or the County fails to receive from the State any of the subvention payments required under the provisions of the Open Space Subvention Act, then the County at its option may declare this Contract to be null and void. The State's failure to make such payments, or the County's failure to receive them, may be due to non-appropriation of funds by the Legislature, failure to disperse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. If any of those events occur, the County may declare the Contract null and void by delivering notice to the Owner or his successors or assigns and to the County Assessor and by recording such notice in the Official Records of Amador County. In that event, this Contract shall thereupon be null and void and of no further force or effect with no continuing contractual rights of any kind; provided, however, that the Owner may apply for a new Land Conservation Contract as otherwise may be provided by law.

2. USE OF SUBJECT PROPERTY. During the term of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in attached Exhibit "B" and incorporated herein. Owner shall be limited to the uses specified in the aforementioned Exhibit even though ordinances, codes or regulations of County authorize different uses.

3. ADDITIONAL USES. The Board of Supervisors of County may from time to time during the term of this Contract, or any extension thereof, by resolution revise the lists of "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension thereof.

4. TERM. This Contract shall be effective on the date first above written, hereinafter called "anniversary date", and shall remain in effect for a period of ten (10) years therefrom. On the anniversary date when the unexpired term of this Contract shall reach nine years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

5. CONSIDERATION. It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction thereto due to the imposition of

limitations on its use set forth in this Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

6. CANCELLATION. This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate noncontractual land suitable for the use to which it is proposed the subject land be put. The economic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, and payment of the cancellation fee, (3) waiver of all or a portion of the cancellation fee, (4) distribution of the cancellation fee as deferred taxes, (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections 51283 and 51283.3 thereof as amended by Chapter 1372, 1969 Statutes. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

7. CANCELLATION IF NO OPERATIVE LEGISLATION. This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearings whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

8. DIVISION OF SUBJECT PROPERTY. In the event the subject property is divided, Owner or successors thereof, as the case may be, agree as a condition of such division to execute a contract or contracts so that at all times the subject property is restricted by a contract or contracts identical to the contract covering the subject property at the time of such division. County, any other political entity, or any Court having jurisdiction and making an order of division of the subject property shall as a condition of the division require the execution of the contracts provided for in this paragraph. The owner of any parcel created by division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of owner executing this Contract to give notice of non-renewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels of the divided land.

9. INFORMATION TO COUNTY. Owner, not later than the last day of December of each year this Contract is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assessment purposes and for continued eligibility under the provisions of the Act.



10. NOTICE OF NON-RENEWAL. If, after the expiration of the tenth year of the term of this Contract, and in each succeeding year of this Contract, Owner desires not to renew the Contract, Owner shall serve written notice of non-renewal of this Contract upon the Clerk of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. If, after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, County desires not to renew the Contract, County shall serve written notice of non-renewal to Owner at least sixty (60) days prior to the anniversary date. Notices of non-renewal by County shall be sent to the address shown on the most current Assessor' roll. Owner shall have the right to protest the non-renewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than sixty (60) days after receipt of the notice of non-renewal from County or the last day of February of the calendar year in which the notice was mailed, whichever date is first to occur. County may prior to the annual renewal date, without notice to Owner, withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of non-renewal on a portion of the subject property, said notice to be in accordance with foregoing provisions of this Paragraph 10.

11. REMOVAL OF LAND FROM AGRICULTURAL PRESERVE. Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of non-renewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the annual renewal date, serve a notice of non-renewal as provided in Paragraph 10. County shall, as required by Section 51206 of the Government Code, record the notice of non-renewal in the office of the Recorder of County, however, Owner agrees that a failure of County to record said notice of non-renewal shall not invalidate or in any manner affect said notice.

12. ACTION IN EMINENT DOMAIN TO TAKE ALL OF SUBJECT PROPERTY. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all the subject property or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

13. ACTION IN EMINENT DOMAIN TO TAKE A PORTION OF SUBJECT PROPERTY. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of the subject property, or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

14. ABANDONMENT OF ACTION IN EMINENT DOMAIN. In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, provided however, a notice of non-renewal had not been given by either party prior to the filing of suit or date the property was to have been acquired and the property at the time of abandonment

of the condemnation or purchase is within the boundaries of the agricultural preserve in which the subject property was first located.

15. ENFORCEMENT OF CONTRACT. Any conveyance, contract or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the terms of this Contract or the rules of the agricultural preserve in which the subject property is located, or failure to use the property consistent with the provisions herein will be deemed a breach of this Contract. Such breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

16. RECORDING OF DOCUMENTS. In the event of termination of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

17. SUCCESSORS IN INTEREST. The within Contract shall run with the land described herein and upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. This Contract shall also be transferred from County to a succeeding city or county acquiring jurisdiction over all or any portion of the subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

EXECUTED the day and year first above written.

**"COUNTY"**

**"OWNERS"**

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

By: \_\_\_\_\_  
James R. Patterson, Owner

By: \_\_\_\_\_  
Lynn Morgan  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Joan H. Patterson, Owner

Attest:

By: \_\_\_\_\_  
Jennifer Burns  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
John R. Patterson

**EXHIBIT 'A'**  
**DESCRIPTION**  
**PATTERSON PROPERTY**

All that real property situated in the County of Sacramento, and the County of Amador, State of California and being a portion of Section 18, Township 7 North, Range 9 East, M.D.M., being described in Correction Grant Deed recorded on January 8, 2018 in Document number 201801080442, Official Records of Sacramento County.

Together with a portion of that certain parcel described in Quitclaim Deed, recorded in the office of the County Recorder of Sacramento County on November 07, 2011 in Book 20111107 of Official Records, at Page 1498, described as follows:

Beginning at the southeast corner of said Deed, thence along the south boundary thereof, being the south line of said Section 18, North 89°24'05" West, 1,530.97 feet to the southwest corner of said Deed, being the south quarter corner of said Section 18; thence along the west boundary of said Deed, being the west line of east half of said Section 18, North 03°09'00" East, 2,356.83 feet; thence leaving said west line, North 89°45'58" East, 1,416.82 feet to a point on the east boundary of said Deed; thence along last said east boundary, South 00°22'20" West, 2,375.10 feet to said Point of Beginning.

LESS AND EXCEPT that property lying within Sacramento County.

Said property contains 44.96 acres, more or less.

"EXHIBIT B"  
LAND USE RESTRICTIONS

19.24.036 AG district--Use regulations.

A. AG zoning shall be applied to those lands designated by the board as agricultural preserves and subject to contracts under the provisions of the California Land Conservation Act. Rezoning to AG district shall be initiated only at the request of the landowner.

B. AG zoning shall run concurrently with the California Land Conservation Act contract. Upon termination or expiration of the contract, subject property shall automatically be deemed to be zoned X special use district unless zoning to another district has been approved by the board.

C. Request for rezoning to AG district shall be accompanied by the required fee as set by board resolution.

D. No property shall be rezoned to AG district unless the following requirements are met:

1. a. No parcel less than forty acres shall be zoned AG except that contiguous parcels under common ownership totaling forty acres or more may be zoned AG if said parcels are merged into an assessor's parcel. Said parcels shall be considered as one parcel for purposes of subdivision under the State Subdivision Map Act and Title 17 of this code.

b. A parcel comprised of less than forty acres may be zoned AG despite the forty-acre minimum for AG parcels set forth in paragraph a; provided, that a variance is first obtained pursuant to Chapter 19.52 of this code; provided, however, that in addition to the requirements of that chapter, the board must find that special circumstances have caused the size of the parcel to be less than forty acres, that the parcel substantially complies with the forty-acre minimum set forth herein, and that the owner thereof or his predecessor in interest did not, within three years preceding the application for rezoning, voluntarily reduce the size of the parcel below the forty-acre minimum. The foregoing notwithstanding, no parcel of less than forty acres shall under any circumstances be zoned AG unless it is contiguous to a parcel zoned AG, which parcel is subject to a California Land Conservation Act contract and which has a size of forty acres or more.

2. Parcels to be zoned AG containing one hundred sixty acres or more shall indicate a potential ability to produce an annual gross income from agriculture of not less than two thousand dollars, or shall have permanent agricultural improvements thereon with a value of not less than ten thousand dollars. The amounts set forth in this subdivision shall be adjusted for inflation each year beginning January 1, 1981, in accordance with any increase or decrease in the Consumer Price Index for Northern California published by the United States Department of Labor or any other appropriate index or combination of indices selected by the board, which amounts shall be rounded to the nearest hundred dollars.

3. Property less than one hundred sixty acres but not less than one hundred acres shall meet both of the criteria listed in subdivision D2.

4. Property less than one hundred acres but at least forty acres or qualifying pursuant to Paragraph D1b shall meet the criteria listed in subdivision D2 and additionally shall demonstrate unique characteristics of an agricultural industry.

5. Property less than one hundred sixty acres may be considered to satisfy requirements of subdivisions D1 through D4 if the property is a portion of and contiguous to the adjacent tract under the same ownership

which is within an agricultural preserve in an adjoining county and which, when considered as a whole, would meet the appropriate requirements.

6. A parcel may be found to meet the income requirements set forth in subdivisions D1 through D4 if the owner of the parcel demonstrates to the satisfaction of the board that the owner has planted at the time of this application for rezoning to AG, or that he shall plant during the calendar year following his application for rezoning to AG, crop-bearing trees or vines or other slowly maturing crops, or that he has made or will make agricultural improvements which shall ensure that there will be, within five years from the date of the rezoning to AG, annual agricultural income from the parcel in the minimum amount set forth in this section. Any California Land Conservation Act contract entered into on the basis of this subdivision shall contain a provision that, in the event such income is not produced within such period, the board may terminate the contract at its sole discretion, which termination shall require the immediate payment to the county of any property taxes saved by the property owner and/or his predecessor in interest resulting from the formation of the contract. The board may for good cause extend the five-year period if the board finds that such income level may be reached in such extended period.

E. No property zoned AG and under California Land Conservation Act contract shall be approved for division under the provisions of the State Subdivision Map Act and Title 17 of this code or have boundary line adjustments approved therefor unless a finding is made by the board of supervisors after recommendations from the agricultural advisory committee that each parcel to be created by the proposed division satisfies the requirements for AG zoning as set forth in subsection D hereof or the provisions of either subdivision 1 or 2 hereof.

1. A finding is made by the board of supervisors after recommendations from the agricultural advisory committee that the parcel to be created by the proposed division is for the purpose of providing security for financing on a parcel already encumbered by an existing security instrument of record and is for a second dwelling, or a farm improvement to be utilized in conjunction with the agricultural use of the property, including but not limited to, barns, wineries, dairies, food processing plants, or other uses of a similar nature. Such parcel shall be five acres in size.

a. A tentative and parcel map shall be required for divisions of land allowed by subsection E1 of this section. Land divisions approved for the purpose of financing shall be restricted to the land uses and immediate members of the owner's family as permitted under subdivision 9 of subsection G of this section. Parcel maps shall contain a notation which states the following: "This land division is for the purposes of financing only and any parcel hereby created shall be merged or reverted to acreage with the remainder upon satisfaction of the indebtedness."

b. Prior to the filing of the parcel map with the board of supervisors, the financial instrument shall be reviewed and approved by the county counsel. The financial instrument shall contain a reversionary clause which merges the parcel with the remainder parcel upon satisfaction of the indebtedness. The financial instrument shall be restricted to a loan from a federally or state-chartered bank, savings and loan association or credit union, or a state-regulated mortgage company.

2. The board of supervisors, after hearing recommendations from the agricultural advisory committee shall make all of the following findings before any subdivision or boundary line adjustment is approved pursuant to subsection E2 of this section.

a. Definitions:

- i. "Original parcel" means the real property before the proposed subdivision, which property may consist of one or more contiguous parcels under one ownership and under one Land Conservation Act Contract.
  - ii. "Remainder parcel" means the largest individual parcel remaining after the subdivision of the original parcel.
  - iii. "New parcel" or "new parcels" means the parcel or parcels other than the remainder parcel remaining after the subdivision of the original parcel.
  - iv. "Resulting parcels" means all the parcels after the subdivision, i.e., the remainder parcel and the new parcel or new parcels, which together had comprised the original parcel.
  - v. "Landowner" means the owner of the original parcel.
  - vi. "Subdivision" as used in subsection E2 of this section means subdivisions, land divisions, and boundary line adjustments.
  - vii. "Immediate family" means the spouse, natural, step or adopted children, parents, grandchildren or the siblings of the landowner.
- b. The subdivision shall meet the goal of the providing of residential parcels for immediate family members of the landowner while continuing the agricultural use of the resulting parcels.
  - c. The remainder parcel shall meet all county qualifications set forth in the contract and the AG district regulations.
  - d. All the resulting parcels shall remain subject to the same contract as the original parcel. Any notice of nonrenewal of the contract shall be filed by all of the owners of all of the resulting parcels.
  - e. The number of resulting parcels shall conform to the maximum density limitations set forth in the general plan for the area and subsection D hereof. No new parcel may be less than five acres in size and is permitted only if the remainder parcel meets said subsection D requirements. If one new parcel is created, the remainder parcel shall be no less than seventy-five acres. One additional new parcel may be created for every additional forty acres in the remainder parcel.
  - f. All of the resulting parcels shall be subject to one written agreement for joint agricultural management as one agricultural unit. The written agreement for joint agricultural management shall have been reviewed and approved by the board of supervisors and shall have been recorded in the office of the Amador County recorder as a covenant running with the land. Said written agreement shall be between the landowner and the immediate family members who take title to any resulting parcel after the subdivision. The written agreement shall require that the land which is subject to the contract, which shall include all of the resulting parcels shall be operated under the joint agricultural management of the parties subject to the terms and conditions and for the duration of the contract. The resulting parcels jointly managed under one agreement and one contract shall total at least forty acres in size multiplied by the number of resulting parcels (e.g., one new five-acre parcel requires a seventy-five acre remainder parcel).
  - g. The landowner or his/her immediate family shall have owned the original parcel for at least ten years prior to the application for the subdivision.

h. New parcels shall be located where they are not disruptive to the agricultural use of the remainder parcel.

i. The landowner may transfer title and the right to occupy the resulting parcels only to members of his/her immediate family.

j. A member of the immediately family who is the transferee of the landowner or successor transferee shall not voluntarily sell, lease, or rent any new parcel or improvement thereon while the land is subject to the contract except to a member of the immediate family of the transferee.

k. This section E2 hereof shall not authorize a subdivision of land subject to a contract when any of the following has occurred:

i. The Amador County Local Agency Formation Commission has approved the annexation of any part of the original parcel to a city and the city will not succeed to the contract as provided in Government Code 51243 and 51243.5.

ii. Written notice of nonrenewal of the contract has been served upon the county.

iii. The board of supervisors has granted tentative approval for cancellation of the contract as provided in Government Code 51282.

F. The agricultural advisory committee shall be composed of at least the following members and shall make recommendations on applications for AG zoning, proposed divisions of AG zoned property, and other agricultural matters to the decision-making bodies of the county:

1. County assessor;

2. County farm advisory;

3. County agricultural commissioner;

4. Five persons in various agricultural pursuits, one from each supervisorial district to be appointed by the board of supervisors; and

5. One member of the county planning commission. Any member designated pursuant to subsection F4 of this section (agricultural members) who fails to attend two consecutive committee meetings without cause as determined by the planning department shall be deemed to have voluntarily resigned said position and upon said resignation the board may thereupon designate another person to fill the vacancy created thereby.

G. The following agricultural and compatible uses are permitted in AG districts without a use permit being required:

1. General farming, including but not limited to the raising, growing, and harvesting of vegetable, field, forage, vine, bush, berry, tree, or other plant crop including plant nursery stock;

2. Grazing, maintaining, breeding, training, and raising of poultry and livestock of all kinds including horses, cattle, sheep, goats, hogs, and agricultural species such as fish and fur-bearing species provided there is no feeding of refuse, garbage, sewage, or offal;
3. Nurseries, greenhouses, mushroom rooms, floriculture;
4. Boarding of horses or other farm animals;
5. Growing and harvesting of timber, Christmas trees, or other plants;
6. Dairies and production of dairy products from milk produced on the premises;
7. Poultry farms;
8. Raising, feeding, maintaining, breeding, and slaughtering of livestock, chickens, turkeys, rabbits, pigeons, ducks, geese, fish, frogs, and small animals or fowl in household numbers for family use;
9. Single-family dwellings and appurtenant structures allowed in R districts and such other structures normally associated with agricultural activities, including but not limited to barns, stables, sheds, and silos; provided, however, that only one single-family residence shall be allowed for each forty acres on any parcel or contiguous parcels subject to one California Land Conservation Act contract. One said single-family dwelling on any parcel or contiguous parcels under one such contract may be an occupied mobile home as defined in Title 19 of this code provided, a use permit is obtained as required by Section 19.48.080. All structures or dwellings on a parcel or contiguous parcels subject to one such contract shall be directly used for the furtherance of the agricultural use of said property; and shall be limited to immediate members of the owner's family and his employees;
10. Home occupations, including any use customarily conducted entirely within a dwelling and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of the structure for dwelling purposes and which use does not change the character thereof;
11. Wells, water storage, and reservoirs, including on-site excavation or removal of materials for construction thereof;
12. Storage of petroleum products for use by the occupants of the premises;
13. Veterinary clinics and services, animal hospitals, kennels;
15. Harvesting, curing, processing, packaging, packing, selling, and shipping of agricultural products on a parcel devoted to agricultural use and the treating of products grown or raised on and off the premises where such activity is carried on in conjunction with or as part of an agricultural use; excepting therefrom the commercial slaughtering of livestock, small animals, fish, poultry, or fowl;
16. Holding of nonproducing land for future agricultural use;
17. Maintenance of land in its natural state for the purpose of preserving open space for recreation or the creation of plant or animal preserves;
18. Apiaries and honey extraction plants;



19. Nonintensive recreation when carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation, including but not limited to fishing, hiking, hunting, rifle and pistol practice range, skeet field, archery range, or gun club when such activities do not involve the construction of any permanent structure;
20. Sale of food products produced on the premises;
21. Feed lots and feed yards, provided there is no feeding of refuse, garbage, sewage, or offal;
22. Airport or aircraft landing facilities for use of owner or tenant of the property or for agricultural service use;
23. The following uses when carried on as a clearly secondary occupation in conjunction with a bona fide agricultural operation, where no more than ten percent of the total land is used and where no more than three persons other than the owner are employed in such activities, and which are owned and operated by the owner or occupant of the premises:
  - a. Manufacturing, maintenance, repair, servicing, storage, sale or rental of agricultural machinery, implements and equipment of all kind,
  - b. Storage or sale of farm supplies of all kinds, including but not limited to fertilizers, agricultural minerals, and pesticides,
  - c. Transportation of agricultural products, supplies, or equipment, together with the maintenance, storage, repair and servicing of the necessary trucks and equipment therefor;
24. Public utility and public services, structures, uses and buildings provided such uses are clearly secondary and in conjunction with a bona fide agricultural operation;
25. Commercial radio, television, or microwave antennas and transmitters;
26. Gas, electric, water, and communication utility facilities and public service facilities of like nature operated by a public agency or mutual water company;
27. Public highways;
28. Fire protection works and facilities; flood-control works, including channel rectification and alteration; public works required for fish and wildlife enhancement and preservation; improvements for the primary benefit of the lands within the preserve; state improvements for which the site or route has been specified by the state legislature in such a manner as to make it impossible to avoid the use of subject AG zoned property;
29. Livestock auctions and sales yards;
30. Any structure, building, equipment, or use incidental and necessary to any of the foregoing uses;
31. Fruit and nut dehydrating plants;

32. Wineries as defined in Section 19.08.687 and the following incidental uses subject to providing off-street parking and meeting all necessary clearances from the health and building departments. Additionally, wineries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road, or obtained a use permit pursuant to Chapter 19.56 of this code before commencing any of the following uses:

- a. Wine tasting,
- b. Winery tours,
- c. Wholesale and retail sales of wine and grape products,
- d. Compensated or noncompensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year,
- e. Picnic area(s) for winery-related activities,
- f. Art galleries with sales and framing,
- g. A food preparation facility for catering on-premises indoor or outdoor functions,
- h. Agricultural-related museums,
- i. Gift display not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or prepackaged foods,
- j. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month,
- k. Indoor or outdoor amplified music until ten p.m.

H. Uses described in this subsection may be granted by the planning department, without public hearing, following public notice of the application.

1. Wine tasting may be conducted under a duplicate 02 license only if the winery with the master 02 license is located in Amador County and the following standards are met:

- 2. a. A bona fide agricultural operation must be the primary use on the property;
- b. The parcel shall be a minimum of forty acres in size;
- c. The applicant shall provide the planning department with copies of their bond from the Alcohol and Tobacco Tax and Trade Bureau and their California Alcohol Beverage Control license. These licenses and bonds shall be maintained in full compliance at all times;
- d. Tasting rooms located on private roadways shall have entered into a road maintenance agreement with a majority of the owners of the road; or in the event a road maintenance agreement already exists, the applicant shall provide the county with proof they have renegotiated the terms of the agreement to include the new tasting room. If the majority of the owners of the road do not enter into the new or renegotiated agreement,

the applicant must obtain a use permit pursuant to Chapter 19.56 of this code before commencing any of the uses allowed by this section;

- e. The tasting room building shall be located a minimum of fifty feet from all property lines;
- f. The primary use of the tasting room shall be the marketing and sale of wine produced in Amador County. Additional allowed uses are as follows:
  - i. Compensated or noncompensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year;
  - ii. Picnic area(s) for wine tasting-related activities;
  - iii. Art galleries with sales and framing;
  - iv. A food preparation facility for catering on-premises indoor or outdoor functions;
  - v. Agricultural-related museums;
  - vi. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of wine-related promotional items, gift items, and/or prepackaged foods;
  - vii. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month;
  - viii. Indoor or outdoor amplified music until ten p.m.
- g. The applicant must obtain all applicable permits from the environmental health department, building department, and department of transportation and public works.
- h. Public notice of such application shall be given in the manner described in Chapter 19.56 of this code, Use Permits. Such notice shall indicate the intent of the planning department to grant the use permit without a hearing unless sufficient reasons are provided not to grant the use permit. A description of the appeals process (Chapter 19.64 of this code) shall be contained within the notice. The planning department shall decide upon the use permit application within ten days after the notice is mailed. If the planning department finds sufficient cause to approve the application and the application meets the standards outlined in this subsection, the planning department shall approve the use permit and the use permit shall become valid following the ten-day appeal period if no appeals are filed.
- I. The following uses are permitted in AG districts upon obtaining a use permit as provided for in Chapter 19.56 of this code:
  - 1. Turkey farms, provided there is a cover crop or other dust control;
  - 2. Any garbage, sewage, refuse, or offal feeding;
  - 3. Commercial small animal and fowl specialty farms, including but not limited to chinchillas, minks, foxes, rodents, aviaries, rabbits, frogs, pigeons, ducks, and geese;

4. Commercial slaughterhouses and stockyards for livestock, small animals, poultry, and fowl;
5. Rendering plants and fertilizer plants;
6. Commercial recreation, dude ranches, and boarding and guest facilities when carried on as a clearly secondary use in conjunction with a primary agricultural use;
7. Oil and gas wells, including the drilling and installation, and use of such equipment, structures, and facilities as are necessary or convenient for oil-drilling and oil-producing operations customarily required or incidental to usual oil field practice, including but not limited to the initial separation of oil, gas, and water and for the storage, handling, recycling, and transportation of such oil, gas, and water to and from the premises; provided such activities are carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation;
8. Development of natural resources including mines, open pits for extraction of minerals, borrow pits, and quarries, with necessary buildings, apparatus, or appurtenances thereto; provided such activities are carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation;
9. Any use determined by the planning commission after recommendations by the agricultural advisory committee to be compatible with the purposes of the California Land Conservation Act and which do not significantly adversely affect agricultural operations;
10. Any structure, building, use, or equipment incidental and necessary to any of the above uses, located on the same site, and included in the use permit;
11. Farm-labor camps and farm-labor quarters as defined in this title;
12. Social gatherings or weddings at winery facilities which exceed either of the limits set forth in subsection G(32)(j) of this section. (Ord. 1708 §3, 2011; Ord. 1320 §§3,4, 1993; Ord. 1262 §§1--6, 1991; Ord. 1208 §2, 1989; Ord. 1139 §§3, 4, 1987; Ord. 934 §3, 1983; Ord. 883 §3, 1982; Ord. 773 §12, 1981; Ord. 743 §1, 1981; Ord. 600 §2, 1977).

# Board of Supervisors Agenda Item Report

Submitting Department: Planning

Meeting Date: December 4, 2018

## **SUBJECT**

Planning: Resolutions authorizing the recording of Proposed New Williamson Act Contracts for two Parcels (Proposed Contracts No. 443 And No. 444),and simultaneous removal of the same property from Contract No. 57.

## **Recommendation:**

Adopt Resolutions and authorize the Chair of the Board of Supervisors to sign the Resolutions and contracts and Find the proposed 98.64-acre, 108.30-acre, and 229.06-acre preserves will meet the requirements of County Code Sections 19.24.036 D4, 19.24.036 D3, and 19.24.036 D2, respectively.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Planning, Assessor

## **ATTACHMENTS**

- [Staff Report\\_BOS.12-04-18.Harvey-Deaver Contracts 443 & 444.docx](#)
- [RESOLUTION.Contract 443.docx](#)
- [RESOLUTION.Contract 444.docx](#)
- [Contract 443 - Harvey.doc](#)
- [Contract 444 - Deaver Trust.doc](#)

**STAFF REPORT TO: AMADOR COUNTY BOARD OF SUPERVISORS**  
**FOR MEETING OF: DECEMBER 4, 2018**

**REVIEW OF PROPOSED NEW WILLIAMSON ACT CONTRACTS FOR TWO PARCELS (PROPOSED CONTRACTS NO. 443 AND NO. 444), AND SIMULTANEOUS REMOVAL OF THE SAME PROPERTY FROM CONTRACT NO. 57**

**Applicants:** Betty L. Harvey, Kenneth H. Deaver, and the Kenneth H. & Mary Jean Deaver Trust

**Supervisory District:** 5

**Location:** 21424 Shenandoah School Road (APN 014-160-024), and Southwest of the intersection of Shenandoah Road and Bell Road (APN 014-160-001)

**A. General Plan Designation:** AG, Agriculture-General

**B. Zoning District:** "AG," Exclusive Agriculture

**C. Background:** The applicant is requesting to remove a 98.64-acre parcel (APN 014-160-001) and a 108.30-acre parcel (APN 014-160-024) from Williamson Act contract No. 57, which presently includes 436 acres. Application materials for the proposed agricultural preserves are attached to the staff report.

In order to for the 98.64-acre and 108.20-acre parcels to have stand-alone contracts and be removed from contract No. 57, the following criteria must be met:

- 1) The 98.64-acre parcel must meet the requirements for agricultural preserves at least 40 acres but less than 100 acres (County Code Section 19.24.036 D4) by having the potential ability to produce an annual income from agriculture of not less than \$6,036,  
**AND** have permanent agricultural improvements thereon with a value of not less than \$30,180,  
**AND** demonstrate unique characteristics of an agricultural industry;
- 2) The 108.30-acre parcel must meet the requirements for agricultural preserves at least 100 acres but less than 160 acres (County Code Section 19.24.036 D3) by having the potential ability to produce an annual income from agriculture of not less than \$6,036,  
**AND** have permanent agricultural improvements thereon with a value of not less than \$30,180; and
- 3) The remaining 229.06 acres in Contract No. 57 must meet the requirements for agricultural preserves 160 acres or larger (County Code Section 19.24.036 D2) by having the potential ability to produce an annual income from agriculture of not less than \$6,036,  
**OR** have permanent agricultural improvements thereon with a value of not less than \$30,180.

**COMMITTEE ACTION:** On October 24, 2018, the Agricultural Advisory Committee met to review this proposal. A quorum was not present; however, it was the consensus of the attending members was that the application exceeded the minimum requirements necessary to create the proposed agricultural preserves.

**REQUESTED BOARD OF SUPERVISORS ACTIONS:** If the Board moves to approve the request to create separate agricultural contracts for APNs 014-160-001 and 014-160-024, the following findings are recommended for adoption:

- (1) Find the proposed 98.64-acre, 108.30-acre, and 229.06-acre preserves will meet the requirements of County Code Sections 19.24.036 D4, 19.24.036 D3, and 19.24.036 D2, respectively;
- (2) Adopt a Resolution authorizing the recording of California Land Conservation Act contract No. 443 and authorizing the Chair of the Board of Supervisors to sign the Resolution and contract.
- (3) Adopt a Resolution authorizing the recording of California Land Conservation Act contract No. 444 and authorizing the Chair of the Board of Supervisors to sign the Resolution and contract.

Recording requested by:  
BOARD OF SUPERVISORS

When recorded send to:  
PLANNING

DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION REQUIRING NEW CALIFORNIA LAND )  
CONSERVATION ACT CONTRACT #443 FOR BETTY LEE )  
HARVEY AND SIMULTANEOUS REMOVAL OF THE SAME ) RESOLUTION NO. 18-XXXX  
AREA FROM CONTRACT #57 )

WHEREAS, the owners of property included in California Land Conservation Act contract #57 desire to divide said property into three separate agricultural preserves; and

WHEREAS, the Amador County Board of Supervisors, to eliminate confusion within the filing system, required a new California Land Conservation Act Contract for the affected; and

WHEREAS, previous land division and multiple ownership of lands included in original California Land Conservation Act Contract #57 make it more feasible to create a new contract for the land specifically described in Exhibit A.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby adopt this Resolution requiring new California Land Conservation Act Contract #443 and hereby removes the property described in Exhibit A from California Land Conservation Act #57.

BE IT FURTHER RESOLVED the Chair of said Board is hereby authorized to sign and execute said agreements on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 4th day of December, 2018 by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Lynn Morgan, Chair, Board of Supervisors

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

BY:\_\_\_\_\_



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THE PROPERTY DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF AMADOR, AND AN UNINCORPORATED AREA, DESCRIBED AS FOLLOWS:

THE NORTHWEST QUARTER OF SECTION THIRTY (30), TOWNSHIP EIGHT (8) NORTH, RANGE (11) EAST, MOUNT DIABLO MERIDIAN.

ACCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL PROPERTY:

A PARCEL OF LAND SITUATED IN THE COUNTY OF AMADOR, STATE OF CALIFORNIA, BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF THE COUNTY SHENANDOAH ROAD, FROM WHICH POINT A 1 1/2 INCH GALVANIZED IRON PIPE MARKING THE NORTHWEST CORNER OF SAID SECTION 30, BEARS NORTH 02° 00' 27" EAST 86.90 FEET DISTANT; THENCE, FROM SAID POINT OF BEGINNING, ALONG THE CENTER OF SAID SHENANDOAH ROAD, NORTH 40° 37' 51" EAST 79.77 FEET; THENCE, LEAVING SAID ROAD, SOUTH 47° 17' 05" EAST 30.00 FEET TO A 3/4 INCH STEEL ROD TAGGED L.S. 202; THENCE SOUTH 21° 58' 02" WEST 93.52 FEET TO A SIMILAR STEEL ROD; THENCE SOUTH 01° 13' 08" WEST 405.07 FEET TO A SIMILAR STEEL ROD; THENCE NORTH 87° 13' 26" EAST 776.68 FEET TO A SIMILAR STEEL ROD; THENCE NORTH 83° 11' 40" EAST 24.81 FEET TO A SIMILAR STEEL ROD; THENCE SOUTH 02° 29' 59" EAST 1868.64 FEET TO A SIMILAR STEEL ROD; THENCE SOUTH 87° 41' 14" WEST 1012.59 FEET TO S SIMILAR STEEL ROD; THENCE NORTH 01° 20' 35" EAST 2570.73 FEET TO THE POINT OF BEGINNING.

Recording requested by:  
BOARD OF SUPERVISORS

When recorded send to:  
PLANNING

DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION REQUIRING NEW CALIFORNIA LAND )  
CONSERVATION ACT CONTRACT #444 FOR THE KENNETH )  
H. DEAVER AND MARY JEAN DEAVER TRUST II ) RESOLUTION NO. 18-XXXX  
REVOCABLE TRUST AGREEMENT AND REMOVAL OF THE )  
SAME AREA FROM CONTRACT #57 )

WHEREAS, the owners of property included in California Land Conservation Act contract #57 desire to divide said property into three separate agricultural preserves; and

WHEREAS, the Amador County Board of Supervisors, to eliminate confusion within the filing system, required a new California Land Conservation Act Contract for the affected; and

WHEREAS, previous land division and multiple ownership of lands included in original California Land Conservation Act Contract #57 make it more feasible to create a new contract for the land specifically described in Exhibit A.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby adopt this Resolution requiring new California Land Conservation Act Contract #444 and hereby removes the property described in Exhibit A from California Land Conservation Act #57.

BE IT FURTHER RESOLVED the Chair of said Board is hereby authorized to sign and execute said agreements on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 4th day of December, 2018 by the following vote:

- AYES:
- NOES:
- ABSENT:

\_\_\_\_\_  
Lynn Morgan, Chair, Board of Supervisors

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

BY:\_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THE PROPERTY DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF AMADOR, UNINCORPORATED AREA, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE COUNTY OF AMADOR, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 (N.W. 1/4 OF S.W.1/4) AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 (S.W. 1/4 OF N.W.1/4) SECTION 29; AND ALL THE PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 (S.E. 1/4 OF N.E. 1/4) OF SECTION 30, LYING EASTERLY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO OLIVER BALL BY INSTRUMENT RECORDED IN BOOK 40 OF DEEDS AT PAGE 34, AMADOR COUNTY RECORDS, ALL IN TOWNSHIP 8 NORTH, RANGE 11 EAST.

TOGETHER WITH THAT NON-EXCLUSIVE EASEMENT FOR CONSTRUCTION, MAINTENANCE AND REPAIR OF A WATER PIPELINE AS GRANTED TO KENNETH H. DEAVER, ET AL, IN GRANT DEED RECORDED SEPTEMBER 29, 1988 IN BOOK 552 PAGE 359 OF AMADOR COUNTY OFFICIAL RECORDS.

(APN 014-160-024)

Recording Requested by and Return to:  
Planning Department  
Amador County  
810 Court Street  
Jackson, California 95642

Space Above This Line For Recorder's Use

## CALIFORNIA LAND CONSERVATION ACT CONTRACT NO. 443

This CALIFORNIA LAND CONSERVATION ACT CONTRACT, made and entered into this 4th day of December, 2018, by and between the County of Amador, a political subdivision of the State of California, hereinafter referred to as "County" and

**Betty Lee Harvey**

or successors thereof, hereinafter referred to as "Owner":

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situated in the County of Amador, State of California; and

WHEREAS, the subject property is described in Exhibit "A" which is made a part of this Contract; and

WHEREAS, the subject property is located in an agricultural preserve established by Resolution No. 88-158; and

WHEREAS, said agricultural preserve is within the Amador County Agricultural Area; a map of said area being on file in Book 1 of Agricultural Preserves Maps, Map No. 41, in the office of the County Recorder of Amador County; and

WHEREAS, Owner and County desire to limit the use of subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, Owner and County recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an asset adequate food supply and constitute an important physical, social, esthetic and economic to the people of County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both Owner and County intend that this Contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purposes of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422; and

WHEREAS, the County enters into this Contract with Owner on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to the County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code Section 16140 et seq.), and that if said funds are not appropriated or disbursed and received by the County, then the County at its option may deem the Contract to be null and void.

NOW, THEREFORE, the parties, in consideration of the mutual benefits and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. AGREEMENT MADE PURSUANT TO CALIFORNIA LAND CONSERVATION ACT. The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200), hereinafter referred to as "Act", and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other provisions of said Act as are specifically made applicable to this Contract.

This Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make to the County or the County fails to receive from the State any of the subvention payments required under the provisions of the Open Space Subvention Act, then the County at its option may declare this Contract to be null and void. The State's failure to make such payments, or the County's failure to receive them, may be due to non-appropriation of funds by the Legislature, failure to disperse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. If any of those events occur, the County may declare the Contract null and void by delivering notice to the Owner or his successors or assigns and to the County Assessor and by recording such notice in the Official Records of Amador County. In that event, this Contract shall thereupon be null and void and of no further force or effect with no continuing contractual rights of any kind; provided, however, that the Owner may apply for a new Land Conservation Contract as otherwise may be provided by law.

2. USE OF SUBJECT PROPERTY. During the term of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in attached Exhibit "B" and incorporated herein. Owner shall be limited to the uses specified in the aforementioned Exhibit even though ordinances, codes or regulations of County authorize different uses.

3. ADDITIONAL USES. The Board of Supervisors of County may from time to time during the term of this Contract, or any extension thereof, by resolution revise the lists of "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension thereof.

4. TERM. This Contract shall be effective on the date first above written, hereinafter called "anniversary date", and shall remain in effect for a period of ten (10) years therefrom. On the anniversary date when the unexpired term of this Contract shall reach nine years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

5. CONSIDERATION. It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction thereto due to the imposition of limitations on its use set forth in this Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

6. CANCELLATION. This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate noncontractual land suitable for the use to which it is proposed the subject land be put. The economic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, and payment of the cancellation fee, (3) waiver of all or a portion of the cancellation fee, (4) distribution of the cancellation fee as deferred taxes, (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections 51283 and 51283.3 thereof as amended by Chapter 1372, 1969 Statutes. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

7. CANCELLATION IF NO OPERATIVE LEGISLATION. This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearings whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

8. DIVISION OF SUBJECT PROPERTY. In the event the subject property is divided, Owner or successors thereof, as the case may be, agree as a condition of such division to execute a contract or contracts so that at all times the subject

property is restricted by a contract or contracts identical to the contract covering the subject property at the time of such division. County, any other political entity, or any Court having jurisdiction and making an order of division of the subject property shall as a condition of the division require the execution of the contracts provided for in this paragraph. The owner of any parcel created by division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of owner executing this Contract to give notice of non-renewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels of the divided land.

9. INFORMATION TO COUNTY. Owner, not later than the last day of December of each year this Contract is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assessment purposes and for continued eligibility under the provisions of the Act.

10. NOTICE OF NON-RENEWAL. If, after the expiration of the tenth year of the term of this Contract, and in each succeeding year of this Contract, Owner desires not to renew the Contract, Owner shall serve written notice of non-renewal of this Contract upon the Clerk of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. If, after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, County desires not to renew the Contract, County shall serve written notice of non-renewal to Owner at least sixty (60) days prior to the anniversary date. Notices of non-renewal by County shall be sent to the address shown on the most current Assessor' roll. Owner shall have the right to protest the non-renewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than sixty (60) days after receipt of the notice of non-renewal from County or the last day of February of the calendar year in which the notice was mailed, whichever date is first to occur. County may prior to the annual renewal date, without notice to Owner, withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of non-renewal on a portion of the subject property, said notice to be in accordance with foregoing provisions of this Paragraph 10.

11. REMOVAL OF LAND FROM AGRICULTURAL PRESERVE. Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of non-renewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the annual renewal date, serve a notice of non-renewal as provided in Paragraph 10. County shall, as required by Section 51206 of the Government Code, record the notice of non-renewal in the office of the Recorder of County, however, Owner agrees that a failure of County to record said notice of non-renewal shall not invalidate or in any manner affect said notice.

12. ACTION IN EMINENT DOMAIN TO TAKE ALL OF SUBJECT PROPERTY. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all the subject property or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

13. ACTION IN EMINENT DOMAIN TO TAKE A PORTION OF SUBJECT PROPERTY. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of the subject property, or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

14. ABANDONMENT OF ACTION IN EMINENT DOMAIN. In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, provided however, a notice of non-renewal had not been given by either party prior to the filing of suit or date the property was to have been acquired and the property at the time of abandonment of the condemnation or purchase is within the boundaries of the agricultural preserve in which the subject property was first located.

15. ENFORCEMENT OF CONTRACT. Any conveyance, contract or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the terms of this Contract or the rules of the agricultural preserve in which the subject property is located, or failure to use the property consistent with the provisions herein will be deemed a breach of this Contract. Such breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

16. RECORDING OF DOCUMENTS. In the event of termination of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

17. SUCCESSORS IN INTEREST. The within Contract shall run with the land described herein and upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. This Contract shall also be transferred from County to a succeeding city or county acquiring jurisdiction over all or any portion of the subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

EXECUTED the day and year first above written.

**"COUNTY"**

**"OWNERS"**

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

By: \_\_\_\_\_  
Lynn Morgan, Chair, Board of Supervisors

By: \_\_\_\_\_  
Betty Lee Harvey

Attest:

By: \_\_\_\_\_  
Jennifer Burns, Clerk of the Board of Supervisors

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THE PROPERTY DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF AMADOR, AND AN UNINCORPORATED AREA, DESCRIBED AS FOLLOWS:

THE NORTHWEST QUARTER OF SECTION THIRTY (30), TOWNSHIP EIGHT (8) NORTH, RANGE (11) EAST, MOUNT DIABLO MERIDIAN.

ACCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL PROPERTY:

A PARCEL OF LAND SITUATED IN THE COUNTY OF AMADOR, STATE OF CALIFORNIA, BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF THE COUNTY SHENANDOAH ROAD, FROM WHICH POINT A 1 1/2 INCH GALVANIZED IRON PIPE MARKING THE NORTHWEST CORNER OF SAID SECTION 30, BEARS NORTH 02° 00' 27" EAST 86.90 FEET DISTANT; THENCE, FROM SAID POINT OF BEGINNING, ALONG THE CENTER OF SAID SHENANDOAH ROAD, NORTH 40° 37' 51" EAST 79.77 FEET; THENCE, LEAVING SAID ROAD, SOUTH 47° 17' 05" EAST 30.00 FEET TO A 3/4 INCH STEEL ROD TAGGED L.S. 202; THENCE SOUTH 21° 58' 02" WEST 93.52 FEET TO A SIMILAR STEEL ROD; THENCE SOUTH 01° 13' 08" WEST 405.07 FEET TO A SIMILAR STEEL ROD; THENCE NORTH 87° 13' 26" EAST 776.68 FEET TO A SIMILAR STEEL ROD; THENCE NORTH 83° 11' 40" EAST 24.81 FEET TO A SIMILAR STEEL ROD; THENCE SOUTH 02° 29' 59" EAST 1868.64 FEET TO A SIMILAR STEEL ROD; THENCE SOUTH 87° 41' 14" WEST 1012.59 FEET TO S SIMILAR STEEL ROD; THENCE NORTH 01° 20' 35" EAST 2570.73 FEET TO THE POINT OF BEGINNING.



## **EXHIBIT “B”**

### **“AG,” EXCLUSIVE AGRICULTURAL ZONING DISTRICT**

19.24.036 AG district--Use regulations.

A. AG zoning shall be applied to those lands designated by the board as agricultural preserves and subject to contracts under the provisions of the California Land Conservation Act. Rezoning to AG district shall be initiated only at the request of the landowner.

B. AG zoning shall run concurrently with the California Land Conservation Act contract. Upon termination or expiration of the contract, subject property shall automatically be deemed to be zoned X special use district unless zoning to another district has been approved by the board.

C. Request for rezoning to AG district shall be accompanied by the required fee as set by board resolution.

D. No property shall be rezoned to AG district unless the following requirements are met:

1. a. No parcel less than forty acres shall be zoned AG except that contiguous parcels under common ownership totaling forty acres or more may be zoned AG if said parcels are merged into an assessor's parcel. Said parcels shall be considered as one parcel for purposes of subdivision under the State Subdivision Map Act and Title 17 of this code.

b. A parcel comprised of less than forty acres may be zoned AG despite the forty-acre minimum for AG parcels set forth in paragraph a; provided, that a variance is first obtained pursuant to Chapter 19.52 of this code; provided, however, that in addition to the requirements of that chapter, the board must find that special circumstances have caused the size of the parcel to be less than forty acres, that the parcel substantially complies with the forty-acre minimum set forth herein, and that the owner thereof or his predecessor in interest did not, within three years preceding the application for rezoning, voluntarily reduce the size of the parcel below the forty-acre minimum. The foregoing notwithstanding, no parcel of less than forty acres shall under any circumstances be zoned AG unless it is contiguous to a parcel zoned AG, which parcel is subject to a California Land Conservation Act contract and which has a size of forty acres or more.

2. Parcels to be zoned AG containing one hundred sixty acres or more shall indicate a potential ability to produce an annual gross income from agriculture of not less than two thousand dollars, or shall have permanent agricultural improvements thereon with a value of not less than ten thousand dollars. The amounts set forth in this subdivision shall be adjusted for inflation each year beginning January 1, 1981, in accordance with any increase or decrease in the Consumer Price Index for Northern California published by the United States Department of Labor or any other appropriate index or combination of indices selected by the board, which amounts shall be rounded to the nearest hundred dollars.

3. Property less than one hundred sixty acres but not less than one hundred acres shall meet both of the criteria listed in subdivision D2.

4. Property less than one hundred acres but at least forty acres or qualifying pursuant to Paragraph D1b shall meet the criteria listed in subdivision D2 and additionally shall demonstrate unique characteristics of an agricultural industry.

5. Property less than one hundred sixty acres may be considered to satisfy requirements of subdivisions D1 through D4 if the property is a portion of and contiguous to the adjacent tract under the same ownership

which is within an agricultural preserve in an adjoining county and which, when considered as a whole, would meet the appropriate requirements.

6. A parcel may be found to meet the income requirements set forth in subdivisions D1 through D4 if the owner of the parcel demonstrates to the satisfaction of the board that the owner has planted at the time of this application for rezoning to AG, or that he shall plant during the calendar year following his application for rezoning to AG, crop-bearing trees or vines or other slowly maturing crops, or that he has made or will make agricultural improvements which shall ensure that there will be, within five years from the date of the rezoning to AG, annual agricultural income from the parcel in the minimum amount set forth in this section. Any California Land Conservation Act contract entered into on the basis of this subdivision shall contain a provision that, in the event such income is not produced within such period, the board may terminate the contract at its sole discretion, which termination shall require the immediate payment to the county of any property taxes saved by the property owner and/or his predecessor in interest resulting from the formation of the contract. The board may for good cause extend the five-year period if the board finds that such income level may be reached in such extended period.

E. No property zoned AG and under California Land Conservation Act contract shall be approved for division under the provisions of the State Subdivision Map Act and Title 17 of this code or have boundary line adjustments approved therefor unless a finding is made by the board of supervisors after recommendations from the agricultural advisory committee that each parcel to be created by the proposed division satisfies the requirements for AG zoning as set forth in subsection D hereof or the provisions of either subdivision 1 or 2 hereof.

1. A finding is made by the board of supervisors after recommendations from the agricultural advisory committee that the parcel to be created by the proposed division is for the purpose of providing security for financing on a parcel already encumbered by an existing security instrument of record and is for a second dwelling, or a farm improvement to be utilized in conjunction with the agricultural use of the property, including but not limited to, barns, wineries, dairies, food processing plants, or other uses of a similar nature. Such parcel shall be five acres in size.

a. A tentative and parcel map shall be required for divisions of land allowed by subsection E1 of this section. Land divisions approved for the purpose of financing shall be restricted to the land uses and immediate members of the owner's family as permitted under subdivision 9 of subsection G of this section. Parcel maps shall contain a notation which states the following: "This land division is for the purposes of financing only and any parcel hereby created shall be merged or reverted to acreage with the remainder upon satisfaction of the indebtedness."

b. Prior to the filing of the parcel map with the board of supervisors, the financial instrument shall be reviewed and approved by the county counsel. The financial instrument shall contain a reversionary clause which merges the parcel with the remainder parcel upon satisfaction of the indebtedness. The financial instrument shall be restricted to a loan from a federally or state-chartered bank, savings and loan association or credit union, or a state-regulated mortgage company.

2. The board of supervisors, after hearing recommendations from the agricultural advisory committee shall make all of the following findings before any subdivision or boundary line adjustment is approved pursuant to subsection E2 of this section.

a. Definitions:

- i. "Original parcel" means the real property before the proposed subdivision, which property may consist of one or more contiguous parcels under one ownership and under one Land Conservation Act Contract.
  - ii. "Remainder parcel" means the largest individual parcel remaining after the subdivision of the original parcel.
  - iii. "New parcel" or "new parcels" means the parcel or parcels other than the remainder parcel remaining after the subdivision of the original parcel.
  - iv. "Resulting parcels" means all the parcels after the subdivision, i.e., the remainder parcel and the new parcel or new parcels, which together had comprised the original parcel.
  - v. "Landowner" means the owner of the original parcel.
  - vi. "Subdivision" as used in subsection E2 of this section means subdivisions, land divisions, and boundary line adjustments.
  - vii. "Immediate family" means the spouse, natural, step or adopted children, parents, grandchildren or the siblings of the landowner.
- b. The subdivision shall meet the goal of the providing of residential parcels for immediate family members of the landowner while continuing the agricultural use of the resulting parcels.
  - c. The remainder parcel shall meet all county qualifications set forth in the contract and the AG district regulations.
  - d. All the resulting parcels shall remain subject to the same contract as the original parcel. Any notice of nonrenewal of the contract shall be filed by all of the owners of all of the resulting parcels.
  - e. The number of resulting parcels shall conform to the maximum density limitations set forth in the general plan for the area and subsection D hereof. No new parcel may be less than five acres in size and is permitted only if the remainder parcel meets said subsection D requirements. If one new parcel is created, the remainder parcel shall be no less than seventy-five acres. One additional new parcel may be created for every additional forty acres in the remainder parcel.
  - f. All of the resulting parcels shall be subject to one written agreement for joint agricultural management as one agricultural unit. The written agreement for joint agricultural management shall have been reviewed and approved by the board of supervisors and shall have been recorded in the office of the Amador County recorder as a covenant running with the land. Said written agreement shall be between the landowner and the immediate family members who take title to any resulting parcel after the subdivision. The written agreement shall require that the land which is subject to the contract, which shall include all of the resulting parcels shall be operated under the joint agricultural management of the parties subject to the terms and conditions and for the duration of the contract. The resulting parcels jointly managed under one agreement and one contract shall total at least forty acres in size multiplied by the number of resulting parcels (e.g., one new five-acre parcel requires a seventy-five acre remainder parcel).
  - g. The landowner or his/her immediate family shall have owned the original parcel for at least ten years prior to the application for the subdivision.

- h. New parcels shall be located where they are not disruptive to the agricultural use of the remainder parcel.
  - i. The landowner may transfer title and the right to occupy the resulting parcels only to members of his/her immediate family.
  - j. A member of the immediately family who is the transferee of the landowner or successor transferee shall not voluntarily sell, lease, or rent any new parcel or improvement thereon while the land is subject to the contract except to a member of the immediate family of the transferee.
  - k. This section E2 hereof shall not authorize a subdivision of land subject to a contract when any of the following has occurred:
    - i. The Amador County Local Agency Formation Commission has approved the annexation of any part of the original parcel to a city and the city will not succeed to the contract as provided in Government Code 51243 and 51243.5.
    - ii. Written notice of nonrenewal of the contract has been served upon the county.
    - iii. The board of supervisors has granted tentative approval for cancellation of the contract as provided in Government Code 51282.
- F. The agricultural advisory committee shall be composed of at least the following members and shall make recommendations on applications for AG zoning, proposed divisions of AG zoned property, and other agricultural matters to the decision-making bodies of the county:
1. County assessor;
  2. County farm advisory;
  3. County agricultural commissioner;
  4. Five persons in various agricultural pursuits, one from each supervisorial district to be appointed by the board of supervisors; and
  5. One member of the county planning commission. Any member designated pursuant to subsection F4 of this section (agricultural members) who fails to attend two consecutive committee meetings without cause as determined by the planning department shall be deemed to have voluntarily resigned said position and upon said resignation the board may thereupon designate another person to fill the vacancy created thereby.
- G. The following agricultural and compatible uses are permitted in AG districts without a use permit being required:
1. General farming, including but not limited to the raising, growing, and harvesting of vegetable, field, forage, vine, bush, berry, tree, or other plant crop including plant nursery stock;

2. Grazing, maintaining, breeding, training, and raising of poultry and livestock of all kinds including horses, cattle, sheep, goats, hogs, and agricultural species such as fish and fur-bearing species provided there is no feeding of refuse, garbage, sewage, or offal;
3. Nurseries, greenhouses, mushroom rooms, floriculture;
4. Boarding of horses or other farm animals;
5. Growing and harvesting of timber, Christmas trees, or other plants;
6. Dairies and production of dairy products from milk produced on the premises;
7. Poultry farms;
8. Raising, feeding, maintaining, breeding, and slaughtering of livestock, chickens, turkeys, rabbits, pigeons, ducks, geese, fish, frogs, and small animals or fowl in household numbers for family use;
9. Single-family dwellings and appurtenant structures allowed in R districts and such other structures normally associated with agricultural activities, including but not limited to barns, stables, sheds, and silos; provided, however, that only one single-family residence shall be allowed for each forty acres on any parcel or contiguous parcels subject to one California Land Conservation Act contract. One said single-family dwelling on any parcel or contiguous parcels under one such contract may be an occupied mobile home as defined in Title 19 of this code provided, a use permit is obtained as required by Section 19.48.080. All structures or dwellings on a parcel or contiguous parcels subject to one such contract shall be directly used for the furtherance of the agricultural use of said property; and shall be limited to immediate members of the owner's family and his employees;
10. Home occupations, including any use customarily conducted entirely within a dwelling and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of the structure for dwelling purposes and which use does not change the character thereof;
11. Wells, water storage, and reservoirs, including on-site excavation or removal of materials for construction thereof;
12. Storage of petroleum products for use by the occupants of the premises;
13. Veterinary clinics and services, animal hospitals, kennels;
15. Harvesting, curing, processing, packaging, packing, selling, and shipping of agricultural products on a parcel devoted to agricultural use and the treating of products grown or raised on and off the premises where such activity is carried on in conjunction with or as part of an agricultural use; excepting therefrom the commercial slaughtering of livestock, small animals, fish, poultry, or fowl;
16. Holding of nonproducing land for future agricultural use;
17. Maintenance of land in its natural state for the purpose of preserving open space for recreation or the creation of plant or animal preserves;
18. Apiaries and honey extraction plants;

19. Nonintensive recreation when carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation, including but not limited to fishing, hiking, hunting, rifle and pistol practice range, skeet field, archery range, or gun club when such activities do not involve the construction of any permanent structure;
20. Sale of food products produced on the premises;
21. Feed lots and feed yards, provided there is no feeding of refuse, garbage, sewage, or offal;
22. Airport or aircraft landing facilities for use of owner or tenant of the property or for agricultural service use;
23. The following uses when carried on as a clearly secondary occupation in conjunction with a bona fide agricultural operation, where no more than ten percent of the total land is used and where no more than three persons other than the owner are employed in such activities, and which are owned and operated by the owner or occupant of the premises:
  - a. Manufacturing, maintenance, repair, servicing, storage, sale or rental of agricultural machinery, implements and equipment of all kind,
  - b. Storage or sale of farm supplies of all kinds, including but not limited to fertilizers, agricultural minerals, and pesticides,
  - c. Transportation of agricultural products, supplies, or equipment, together with the maintenance, storage, repair and servicing of the necessary trucks and equipment therefor;
24. Public utility and public services, structures, uses and buildings provided such uses are clearly secondary and in conjunction with a bona fide agricultural operation;
25. Commercial radio, television, or microwave antennas and transmitters;
26. Gas, electric, water, and communication utility facilities and public service facilities of like nature operated by a public agency or mutual water company;
27. Public highways;
28. Fire protection works and facilities; flood-control works, including channel rectification and alteration; public works required for fish and wildlife enhancement and preservation; improvements for the primary benefit of the lands within the preserve; state improvements for which the site or route has been specified by the state legislature in such a manner as to make it impossible to avoid the use of subject AG zoned property;
29. Livestock auctions and sales yards;
30. Any structure, building, equipment, or use incidental and necessary to any of the foregoing uses;
31. Fruit and nut dehydrating plants;

32. Wineries as defined in Section 19.08.687 and the following incidental uses subject to providing off-street parking and meeting all necessary clearances from the health and building departments. Additionally, wineries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road, or obtained a use permit pursuant to Chapter 19.56 of this code before commencing any of the following uses:

- a. Wine tasting,
- b. Winery tours,
- c. Wholesale and retail sales of wine and grape products,
- d. Compensated or noncompensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year,
- e. Picnic area(s) for winery-related activities,
- f. Art galleries with sales and framing,
- g. A food preparation facility for catering on-premises indoor or outdoor functions,
- h. Agricultural-related museums,
- i. Gift display not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or prepackaged foods,
- j. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month,
- k. Indoor or outdoor amplified music until ten p.m.

H. Uses described in this subsection may be granted by the planning department, without public hearing, following public notice of the application.

- 1. Wine tasting may be conducted under a duplicate 02 license only if the winery with the master 02 license is located in Amador County and the following standards are met:
  - 2. a. A bona fide agricultural operation must be the primary use on the property;
  - b. The parcel shall be a minimum of forty acres in size;
  - c. The applicant shall provide the planning department with copies of their bond from the Alcohol and Tobacco Tax and Trade Bureau and their California Alcohol Beverage Control license. These licenses and bonds shall be maintained in full compliance at all times;
  - d. Tasting rooms located on private roadways shall have entered into a road maintenance agreement with a majority of the owners of the road; or in the event a road maintenance agreement already exists, the applicant shall provide the county with proof they have renegotiated the terms of the agreement to include the new tasting room. If the majority of the owners of the road do not enter into the new or renegotiated agreement,

the applicant must obtain a use permit pursuant to Chapter 19.56 of this code before commencing any of the uses allowed by this section;

- e. The tasting room building shall be located a minimum of fifty feet from all property lines;
- f. The primary use of the tasting room shall be the marketing and sale of wine produced in Amador County. Additional allowed uses are as follows:
  - i. Compensated or noncompensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year;
  - ii. Picnic area(s) for wine tasting-related activities;
  - iii. Art galleries with sales and framing;
  - iv. A food preparation facility for catering on-premises indoor or outdoor functions;
  - v. Agricultural-related museums;
  - vi. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of wine-related promotional items, gift items, and/or prepackaged foods;
  - vii. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month;
  - viii. Indoor or outdoor amplified music until ten p.m.
- g. The applicant must obtain all applicable permits from the environmental health department, building department, and department of transportation and public works.
- h. Public notice of such application shall be given in the manner described in Chapter 19.56 of this code, Use Permits. Such notice shall indicate the intent of the planning department to grant the use permit without a hearing unless sufficient reasons are provided not to grant the use permit. A description of the appeals process (Chapter 19.64 of this code) shall be contained within the notice. The planning department shall decide upon the use permit application within ten days after the notice is mailed. If the planning department finds sufficient cause to approve the application and the application meets the standards outlined in this subsection, the planning department shall approve the use permit and the use permit shall become valid following the ten-day appeal period if no appeals are filed.
- I. The following uses are permitted in AG districts upon obtaining a use permit as provided for in Chapter 19.56 of this code:
  - 1. Turkey farms, provided there is a cover crop or other dust control;
  - 2. Any garbage, sewage, refuse, or offal feeding;
  - 3. Commercial small animal and fowl specialty farms, including but not limited to chinchillas, minks, foxes, rodents, aviaries, rabbits, frogs, pigeons, ducks, and geese;



4. Commercial slaughterhouses and stockyards for livestock, small animals, poultry, and fowl;
5. Rendering plants and fertilizer plants;
6. Commercial recreation, dude ranches, and boarding and guest facilities when carried on as a clearly secondary use in conjunction with a primary agricultural use;
7. Oil and gas wells, including the drilling and installation, and use of such equipment, structures, and facilities as are necessary or convenient for oil-drilling and oil-producing operations customarily required or incidental to usual oil field practice, including but not limited to the initial separation of oil, gas, and water and for the storage, handling, recycling, and transportation of such oil, gas, and water to and from the premises; provided such activities are carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation;
8. Development of natural resources including mines, open pits for extraction of minerals, borrow pits, and quarries, with necessary buildings, apparatus, or appurtenances thereto; provided such activities are carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation;
9. Any use determined by the planning commission after recommendations by the agricultural advisory committee to be compatible with the purposes of the California Land Conservation Act and which do not significantly adversely affect agricultural operations;
10. Any structure, building, use, or equipment incidental and necessary to any of the above uses, located on the same site, and included in the use permit;
11. Farm-labor camps and farm-labor quarters as defined in this title;
12. Social gatherings or weddings at winery facilities which exceed either of the limits set forth in subsection G(32)(j) of this section. (Ord. 1708 §3, 2011; Ord. 1320 §§3,4, 1993; Ord. 1262 §§1--6, 1991; Ord. 1208 §2, 1989; Ord. 1139 §§3, 4, 1987; Ord. 934 §3, 1983; Ord. 883 §3, 1982; Ord. 773 §12, 1981; Ord. 743 §1, 1981; Ord. 600 §2, 1977).

Recording Requested by and Return to:  
Planning Department  
Amador County  
810 Court Street  
Jackson, California 95642

Space Above This Line For Recorder's Use

## CALIFORNIA LAND CONSERVATION ACT CONTRACT NO. 444

This CALIFORNIA LAND CONSERVATION ACT CONTRACT, made and entered into this 4th day of December, 2018, by and between the County of Amador, a political subdivision of the State of California, hereinafter referred to as "County" and

### **The Kenneth H. Deaver and Mary Jean Deaver Trust II Revocable Trust Agreement Kenneth H. Deaver and Sean Edward Lyons, Trustees**

or successors thereof, hereinafter referred to as "Owner":

WHEREAS, Owner is the legal owner of certain real property, herein referred to as the subject property, situated in the County of Amador, State of California; and

WHEREAS, the subject property is described in Exhibit "A" which is made a part of this Contract; and

WHEREAS, the subject property is located in an agricultural preserve established by Resolution No. 88-158; and

WHEREAS, said agricultural preserve is within the Amador County Agricultural Area; a map of said area being on file in Book 1 of Agricultural Preserves Maps, Map No. 41, in the office of the County Recorder of Amador County; and

WHEREAS, Owner and County desire to limit the use of subject property to agricultural uses and compatible uses to preserve the limited supply of agricultural land and to discourage the premature and unnecessary conversion of agricultural land to urban uses; and

WHEREAS, Owner and County recognize that agricultural land has definite public value as open space and that the preservation in agricultural production of land will assure an asset adequate food supply and constitute an important physical, social, esthetic and economic to the people of County to maintain the agricultural economy of County and the State of California; and

WHEREAS, both Owner and County intend that this Contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning and for the purposes of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422; and

WHEREAS, the County enters into this Contract with Owner on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to the County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code Section 16140 et seq.), and that if said funds are not appropriated or disbursed and received by the County, then the County at its option may deem the Contract to be null and void.

NOW, THEREFORE, the parties, in consideration of the mutual benefits and conditions set forth herein and the substantial public benefits to be derived therefrom, do hereby agree as follows:

1. AGREEMENT MADE PURSUANT TO CALIFORNIA LAND CONSERVATION ACT. The within contract is made and entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 of Part 1 of Division 1 of Title 5 of the California Government Code commencing with Section 51200), hereinafter referred to as "Act", and is subject to all the provisions thereof specifically applicable to Article 3, Contracts (commencing with Section 51240) and other provisions of said Act as are specifically made applicable to this Contract.

This Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make to the County or the County fails to receive from the State any of the subvention payments required under the provisions of the Open Space Subvention Act, then the County at its option may declare this Contract to be null and void. The State's failure to make such payments, or the County's failure to receive them, may be due to non-appropriation of funds by the Legislature, failure to disperse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. If any of those events occur, the County may declare the Contract null and void by delivering notice to the Owner or his successors or assigns and to the County Assessor and by recording such notice in the Official Records of Amador County. In that event, this Contract shall thereupon be null and void and of no further force or effect with no continuing contractual rights of any kind; provided, however, that the Owner may apply for a new Land Conservation Contract as otherwise may be provided by law.

2. USE OF SUBJECT PROPERTY. During the term of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in attached Exhibit "B" and incorporated herein. Owner shall be limited to the uses specified in the aforementioned Exhibit even though ordinances, codes or regulations of County authorize different uses.

3. ADDITIONAL USES. The Board of Supervisors of County may from time to time during the term of this Contract, or any extension thereof, by resolution revise the lists of "permitted agricultural uses" or "compatible uses" for the agricultural preserve in which the subject property is located; provided however, said Board shall not eliminate, without the written consent of Owner any permitted agricultural or compatible use during the term of this Contract or any extension thereof.

4. TERM. This Contract shall be effective on the date first above written, hereinafter called "anniversary date", and shall remain in effect for a period of ten (10) years therefrom. On the anniversary date when the unexpired term of this Contract shall reach nine years, and on each succeeding anniversary date, one year shall automatically be added to the unexpired term, unless notice of non-renewal is given as provided in Paragraph 10. If either party gives notice not to renew, it is understood and agreed this Contract shall remain in effect for the unexpired term.

5. CONSIDERATION. It is agreed that the consideration for the execution of this Contract is the substantial public benefit to be derived by County from the preservation of land in agricultural or compatible uses and the advantage which will accrue to Owner as a result of the effect on the method of determining the assessed value of the subject property and any reduction thereto due to the imposition of limitations on its use set forth in this Contract. County and Owner shall not receive any payment in consideration of the obligations imposed herein.

6. CANCELLATION. This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate noncontractual land suitable for the use to which it is proposed the subject land be put. The economic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, and payment of the cancellation fee, (3) waiver of all or a portion of the cancellation fee, (4) distribution of the cancellation fee as deferred taxes, (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections 51283 and 51283.3 thereof as amended by Chapter 1372, 1969 Statutes. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

7. CANCELLATION IF NO OPERATIVE LEGISLATION. This Contract may be cancelled by mutual agreement of County and Owner without payment of cancellation fee or public hearings whenever there is no operative legislation implementing Article XXVIII of the California Constitution at the time the cancellation is requested by Owner.

8. DIVISION OF SUBJECT PROPERTY. In the event the subject property is divided, Owner or successors thereof, as

the case may be, agree as a condition of such division to execute a contract or contracts so that at all times the subject property is restricted by a contract or contracts identical to the contract covering the subject property at the time of such division. County, any other political entity, or any Court having jurisdiction and making an order of division of the subject property shall as a condition of the division require the execution of the contracts provided for in this paragraph. The owner of any parcel created by division of the subject property may exercise, independent of any other owner of a portion of the divided property, any of the rights of owner executing this Contract to give notice of non-renewal as provided in Paragraph 10, or to petition for cancellation as provided in Paragraph 6 herein. The effect of any such action by an owner of a parcel created by a division shall not be imputed to the owners of the remaining parcels and shall have no effect on the contracts which apply to the remaining parcels of the divided land.

9. INFORMATION TO COUNTY. Owner, not later than the last day of December of each year this Contract is in force, shall provide information to County relating to Owner's obligation herein in order for County to determine the value for assessment purposes and for continued eligibility under the provisions of the Act.

10. NOTICE OF NON-RENEWAL. If, after the expiration of the tenth year of the term of this Contract, and in each succeeding year of this Contract, Owner desires not to renew the Contract, Owner shall serve written notice of non-renewal of this Contract upon the Clerk of the Board of Supervisors of County at least ninety (90) days prior to the anniversary date. If, after the expiration of the tenth year of this Contract, and in each succeeding year of this Contract, County desires not to renew the Contract, County shall serve written notice of non-renewal to Owner at least sixty (60) days prior to the anniversary date. Notices of non-renewal by County shall be sent to the address shown on the most current Assessor' roll. Owner shall have the right to protest the non-renewal by County provided such protest is made in writing and filed with the Clerk of the Board of Supervisors of County not later than sixty (60) days after receipt of the notice of non-renewal from County or the last day of February of the calendar year in which the notice was mailed, whichever date is first to occur. County may prior to the annual renewal date, without notice to Owner, withdraw a notice of renewal. Upon request of Owner, County may authorize the Owner to serve a notice of non-renewal on a portion of the subject property, said notice to be in accordance with foregoing provisions of this Paragraph 10.

11. REMOVAL OF LAND FROM AGRICULTURAL PRESERVE. Removal of any of subject property from the agricultural preserve in which the subject property is located shall be equivalent to notice of non-renewal by County as to the land actually removed from the agricultural preserve. County shall, at least sixty (60) days prior to the annual renewal date, serve a notice of non-renewal as provided in Paragraph 10. County shall, as required by Section 51206 of the Government Code, record the notice of non-renewal in the office of the Recorder of County, however, Owner agrees that a failure of County to record said notice of non-renewal shall not invalidate or in any manner affect said notice.

12. ACTION IN EMINENT DOMAIN TO TAKE ALL OF SUBJECT PROPERTY. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of all the subject property or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date of acquisition as to the land condemned or acquired, and the condemning or acquiring agency or person shall proceed as if the Contract never existed.

13. ACTION IN EMINENT DOMAIN TO TAKE A PORTION OF SUBJECT PROPERTY. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of the subject property, or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

14. ABANDONMENT OF ACTION IN EMINENT DOMAIN. In the event a Condemnation Suit is abandoned in whole or in part or if funds are not provided to acquire the property in lieu of condemnation, Owner agrees to execute a new agreement for all of the property to have been taken or acquired identical to the Contract in effect at the time suit was filed or on the date the land was to have been acquired, provided however, a notice of non-renewal had not been given by either party prior to the filing of suit or date the property was to have been acquired and the property at the time of abandonment of the condemnation or purchase is within the boundaries of the agricultural preserve in which the subject property was first located.

15. ENFORCEMENT OF CONTRACT. Any conveyance, contract or authorization (whether written or oral) by Owner or his successors in interest which would permit use of the subject property contrary to the terms of this Contract or the rules of the agricultural preserve in which the subject property is located, or failure to use the property consistent with the provisions herein will be deemed a breach of this Contract. Such breach may be enforced by County by an action filed in the Superior Court of the County for the purpose of compelling compliance or restraining breach thereof. It is understood and agreed that the enforcement proceedings provided in this Contract are not exclusive and both Owner and County may pursue their legal and equitable remedies.

16. RECORDING OF DOCUMENTS. In the event of termination of this Contract for any reason County shall record the appropriate documents with the County Recorder and file a copy with the Director of Agriculture.

17. SUCCESSORS IN INTEREST. The within Contract shall run with the land described herein and upon division, to all parcels created therefrom, and shall be binding upon the heirs, successors and assigns of Owner. This Contract shall also be transferred from County to a succeeding city or county acquiring jurisdiction over all or any portion of the subject property. On the completion of annexation proceedings by a city, that city shall succeed to all rights, duties and powers of County under this Contract, unless the subject property or portion thereof was within one mile of said city at the time this Contract was initially executed, and said city protested the execution of this Contract pursuant to Section 51243.5 of the Government Code and said city states its intent not to succeed to the rights, duties and powers in the resolution of intention to annex. If the city does not exercise its option to succeed to the rights, duties and powers this Contract becomes null and void as to the subject property actually annexed on the date of annexation.

EXECUTED the day and year first above written.

**"COUNTY"**

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

By: \_\_\_\_\_  
Lynn Morgan, Chair, Board of Supervisors

Attest:

By: \_\_\_\_\_  
Jennifer Burns, Clerk of the Board of Supervisors

**"OWNERS"**

The Kenneth H. Deaver and Mary Jean Deaver  
Trust II Revocable Trust Agreement

By: \_\_\_\_\_  
Kenneth H. Deaver, trustee

By: \_\_\_\_\_  
Sean Edward Lyons, trustee

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THE PROPERTY DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF AMADOR, UNINCORPORATED AREA, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE COUNTY OF AMADOR, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 (N.W. 1/4 OF S.W.1/4) AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 (S.W. 1/4 OF N.W.1/4) SECTION 29; AND ALL THE PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 (S.E. 1/4 OF N.E. 1/4) OF SECTION 30, LYING EASTERLY OF THAT CERTAIN PARCEL OF LAND CONVEYED TO OLIVER BALL BY INSTRUMENT RECORDED IN BOOK 40 OF DEEDS AT PAGE 34, AMADOR COUNTY RECORDS, ALL IN TOWNSHIP 8 NORTH, RANGE 11 EAST.

TOGETHER WITH THAT NON-EXCLUSIVE EASEMENT FOR CONSTRUCTION, MAINTENANCE AND REPAIR OF A WATER PIPELINE AS GRANTED TO KENNETH H. DEAVER, ET AL, IN GRANT DEED RECORDED SEPTEMBER 29, 1988 IN BOOK 552 PAGE 359 OF AMADOR COUNTY OFFICIAL RECORDS.

(APN 014-160-024)

## **EXHIBIT “B”**

### **“AG,” EXCLUSIVE AGRICULTURAL ZONING DISTRICT**

19.24.036 AG district--Use regulations.

A. AG zoning shall be applied to those lands designated by the board as agricultural preserves and subject to contracts under the provisions of the California Land Conservation Act. Rezoning to AG district shall be initiated only at the request of the landowner.

B. AG zoning shall run concurrently with the California Land Conservation Act contract. Upon termination or expiration of the contract, subject property shall automatically be deemed to be zoned X special use district unless zoning to another district has been approved by the board.

C. Request for rezoning to AG district shall be accompanied by the required fee as set by board resolution.

D. No property shall be rezoned to AG district unless the following requirements are met:

1. a. No parcel less than forty acres shall be zoned AG except that contiguous parcels under common ownership totaling forty acres or more may be zoned AG if said parcels are merged into an assessor's parcel. Said parcels shall be considered as one parcel for purposes of subdivision under the State Subdivision Map Act and Title 17 of this code.

b. A parcel comprised of less than forty acres may be zoned AG despite the forty-acre minimum for AG parcels set forth in paragraph a; provided, that a variance is first obtained pursuant to Chapter 19.52 of this code; provided, however, that in addition to the requirements of that chapter, the board must find that special circumstances have caused the size of the parcel to be less than forty acres, that the parcel substantially complies with the forty-acre minimum set forth herein, and that the owner thereof or his predecessor in interest did not, within three years preceding the application for rezoning, voluntarily reduce the size of the parcel below the forty-acre minimum. The foregoing notwithstanding, no parcel of less than forty acres shall under any circumstances be zoned AG unless it is contiguous to a parcel zoned AG, which parcel is subject to a California Land Conservation Act contract and which has a size of forty acres or more.

2. Parcels to be zoned AG containing one hundred sixty acres or more shall indicate a potential ability to produce an annual gross income from agriculture of not less than two thousand dollars, or shall have permanent agricultural improvements thereon with a value of not less than ten thousand dollars. The amounts set forth in this subdivision shall be adjusted for inflation each year beginning January 1, 1981, in accordance with any increase or decrease in the Consumer Price Index for Northern California published by the United States Department of Labor or any other appropriate index or combination of indices selected by the board, which amounts shall be rounded to the nearest hundred dollars.

3. Property less than one hundred sixty acres but not less than one hundred acres shall meet both of the criteria listed in subdivision D2.

4. Property less than one hundred acres but at least forty acres or qualifying pursuant to Paragraph D1b shall meet the criteria listed in subdivision D2 and additionally shall demonstrate unique characteristics of an agricultural industry.

5. Property less than one hundred sixty acres may be considered to satisfy requirements of subdivisions D1 through D4 if the property is a portion of and contiguous to the adjacent tract under the same ownership

which is within an agricultural preserve in an adjoining county and which, when considered as a whole, would meet the appropriate requirements.

6. A parcel may be found to meet the income requirements set forth in subdivisions D1 through D4 if the owner of the parcel demonstrates to the satisfaction of the board that the owner has planted at the time of this application for rezoning to AG, or that he shall plant during the calendar year following his application for rezoning to AG, crop-bearing trees or vines or other slowly maturing crops, or that he has made or will make agricultural improvements which shall ensure that there will be, within five years from the date of the rezoning to AG, annual agricultural income from the parcel in the minimum amount set forth in this section. Any California Land Conservation Act contract entered into on the basis of this subdivision shall contain a provision that, in the event such income is not produced within such period, the board may terminate the contract at its sole discretion, which termination shall require the immediate payment to the county of any property taxes saved by the property owner and/or his predecessor in interest resulting from the formation of the contract. The board may for good cause extend the five-year period if the board finds that such income level may be reached in such extended period.

E. No property zoned AG and under California Land Conservation Act contract shall be approved for division under the provisions of the State Subdivision Map Act and Title 17 of this code or have boundary line adjustments approved therefor unless a finding is made by the board of supervisors after recommendations from the agricultural advisory committee that each parcel to be created by the proposed division satisfies the requirements for AG zoning as set forth in subsection D hereof or the provisions of either subdivision 1 or 2 hereof.

1. A finding is made by the board of supervisors after recommendations from the agricultural advisory committee that the parcel to be created by the proposed division is for the purpose of providing security for financing on a parcel already encumbered by an existing security instrument of record and is for a second dwelling, or a farm improvement to be utilized in conjunction with the agricultural use of the property, including but not limited to, barns, wineries, dairies, food processing plants, or other uses of a similar nature. Such parcel shall be five acres in size.

a. A tentative and parcel map shall be required for divisions of land allowed by subsection E1 of this section. Land divisions approved for the purpose of financing shall be restricted to the land uses and immediate members of the owner's family as permitted under subdivision 9 of subsection G of this section. Parcel maps shall contain a notation which states the following: "This land division is for the purposes of financing only and any parcel hereby created shall be merged or reverted to acreage with the remainder upon satisfaction of the indebtedness."

b. Prior to the filing of the parcel map with the board of supervisors, the financial instrument shall be reviewed and approved by the county counsel. The financial instrument shall contain a reversionary clause which merges the parcel with the remainder parcel upon satisfaction of the indebtedness. The financial instrument shall be restricted to a loan from a federally or state-chartered bank, savings and loan association or credit union, or a state-regulated mortgage company.

2. The board of supervisors, after hearing recommendations from the agricultural advisory committee shall make all of the following findings before any subdivision or boundary line adjustment is approved pursuant to subsection E2 of this section.

a. Definitions:



- i. "Original parcel" means the real property before the proposed subdivision, which property may consist of one or more contiguous parcels under one ownership and under one Land Conservation Act Contract.
  - ii. "Remainder parcel" means the largest individual parcel remaining after the subdivision of the original parcel.
  - iii. "New parcel" or "new parcels" means the parcel or parcels other than the remainder parcel remaining after the subdivision of the original parcel.
  - iv. "Resulting parcels" means all the parcels after the subdivision, i.e., the remainder parcel and the new parcel or new parcels, which together had comprised the original parcel.
  - v. "Landowner" means the owner of the original parcel.
  - vi. "Subdivision" as used in subsection E2 of this section means subdivisions, land divisions, and boundary line adjustments.
  - vii. "Immediate family" means the spouse, natural, step or adopted children, parents, grandchildren or the siblings of the landowner.
- b. The subdivision shall meet the goal of the providing of residential parcels for immediate family members of the landowner while continuing the agricultural use of the resulting parcels.
  - c. The remainder parcel shall meet all county qualifications set forth in the contract and the AG district regulations.
  - d. All the resulting parcels shall remain subject to the same contract as the original parcel. Any notice of nonrenewal of the contract shall be filed by all of the owners of all of the resulting parcels.
  - e. The number of resulting parcels shall conform to the maximum density limitations set forth in the general plan for the area and subsection D hereof. No new parcel may be less than five acres in size and is permitted only if the remainder parcel meets said subsection D requirements. If one new parcel is created, the remainder parcel shall be no less than seventy-five acres. One additional new parcel may be created for every additional forty acres in the remainder parcel.
  - f. All of the resulting parcels shall be subject to one written agreement for joint agricultural management as one agricultural unit. The written agreement for joint agricultural management shall have been reviewed and approved by the board of supervisors and shall have been recorded in the office of the Amador County recorder as a covenant running with the land. Said written agreement shall be between the landowner and the immediate family members who take title to any resulting parcel after the subdivision. The written agreement shall require that the land which is subject to the contract, which shall include all of the resulting parcels shall be operated under the joint agricultural management of the parties subject to the terms and conditions and for the duration of the contract. The resulting parcels jointly managed under one agreement and one contract shall total at least forty acres in size multiplied by the number of resulting parcels (e.g., one new five-acre parcel requires a seventy-five acre remainder parcel).
  - g. The landowner or his/her immediate family shall have owned the original parcel for at least ten years prior to the application for the subdivision.

h. New parcels shall be located where they are not disruptive to the agricultural use of the remainder parcel.

i. The landowner may transfer title and the right to occupy the resulting parcels only to members of his/her immediate family.

j. A member of the immediately family who is the transferee of the landowner or successor transferee shall not voluntarily sell, lease, or rent any new parcel or improvement thereon while the land is subject to the contract except to a member of the immediate family of the transferee.

k. This section E2 hereof shall not authorize a subdivision of land subject to a contract when any of the following has occurred:

i. The Amador County Local Agency Formation Commission has approved the annexation of any part of the original parcel to a city and the city will not succeed to the contract as provided in Government Code 51243 and 51243.5.

ii. Written notice of nonrenewal of the contract has been served upon the county.

iii. The board of supervisors has granted tentative approval for cancellation of the contract as provided in Government Code 51282.

F. The agricultural advisory committee shall be composed of at least the following members and shall make recommendations on applications for AG zoning, proposed divisions of AG zoned property, and other agricultural matters to the decision-making bodies of the county:

1. County assessor;

2. County farm advisory;

3. County agricultural commissioner;

4. Five persons in various agricultural pursuits, one from each supervisorial district to be appointed by the board of supervisors; and

5. One member of the county planning commission. Any member designated pursuant to subsection F4 of this section (agricultural members) who fails to attend two consecutive committee meetings without cause as determined by the planning department shall be deemed to have voluntarily resigned said position and upon said resignation the board may thereupon designate another person to fill the vacancy created thereby.

G. The following agricultural and compatible uses are permitted in AG districts without a use permit being required:

1. General farming, including but not limited to the raising, growing, and harvesting of vegetable, field, forage, vine, bush, berry, tree, or other plant crop including plant nursery stock;

2. Grazing, maintaining, breeding, training, and raising of poultry and livestock of all kinds including horses, cattle, sheep, goats, hogs, and agricultural species such as fish and fur-bearing species provided there is no feeding of refuse, garbage, sewage, or offal;
3. Nurseries, greenhouses, mushroom rooms, floriculture;
4. Boarding of horses or other farm animals;
5. Growing and harvesting of timber, Christmas trees, or other plants;
6. Dairies and production of dairy products from milk produced on the premises;
7. Poultry farms;
8. Raising, feeding, maintaining, breeding, and slaughtering of livestock, chickens, turkeys, rabbits, pigeons, ducks, geese, fish, frogs, and small animals or fowl in household numbers for family use;
9. Single-family dwellings and appurtenant structures allowed in R districts and such other structures normally associated with agricultural activities, including but not limited to barns, stables, sheds, and silos; provided, however, that only one single-family residence shall be allowed for each forty acres on any parcel or contiguous parcels subject to one California Land Conservation Act contract. One said single-family dwelling on any parcel or contiguous parcels under one such contract may be an occupied mobile home as defined in Title 19 of this code provided, a use permit is obtained as required by Section 19.48.080. All structures or dwellings on a parcel or contiguous parcels subject to one such contract shall be directly used for the furtherance of the agricultural use of said property; and shall be limited to immediate members of the owner's family and his employees;
10. Home occupations, including any use customarily conducted entirely within a dwelling and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of the structure for dwelling purposes and which use does not change the character thereof;
11. Wells, water storage, and reservoirs, including on-site excavation or removal of materials for construction thereof;
12. Storage of petroleum products for use by the occupants of the premises;
13. Veterinary clinics and services, animal hospitals, kennels;
15. Harvesting, curing, processing, packaging, packing, selling, and shipping of agricultural products on a parcel devoted to agricultural use and the treating of products grown or raised on and off the premises where such activity is carried on in conjunction with or as part of an agricultural use; excepting therefrom the commercial slaughtering of livestock, small animals, fish, poultry, or fowl;
16. Holding of nonproducing land for future agricultural use;
17. Maintenance of land in its natural state for the purpose of preserving open space for recreation or the creation of plant or animal preserves;
18. Apiaries and honey extraction plants;

19. Nonintensive recreation when carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation, including but not limited to fishing, hiking, hunting, rifle and pistol practice range, skeet field, archery range, or gun club when such activities do not involve the construction of any permanent structure;
20. Sale of food products produced on the premises;
21. Feed lots and feed yards, provided there is no feeding of refuse, garbage, sewage, or offal;
22. Airport or aircraft landing facilities for use of owner or tenant of the property or for agricultural service use;
23. The following uses when carried on as a clearly secondary occupation in conjunction with a bona fide agricultural operation, where no more than ten percent of the total land is used and where no more than three persons other than the owner are employed in such activities, and which are owned and operated by the owner or occupant of the premises:
  - a. Manufacturing, maintenance, repair, servicing, storage, sale or rental of agricultural machinery, implements and equipment of all kind,
  - b. Storage or sale of farm supplies of all kinds, including but not limited to fertilizers, agricultural minerals, and pesticides,
  - c. Transportation of agricultural products, supplies, or equipment, together with the maintenance, storage, repair and servicing of the necessary trucks and equipment therefor;
24. Public utility and public services, structures, uses and buildings provided such uses are clearly secondary and in conjunction with a bona fide agricultural operation;
25. Commercial radio, television, or microwave antennas and transmitters;
26. Gas, electric, water, and communication utility facilities and public service facilities of like nature operated by a public agency or mutual water company;
27. Public highways;
28. Fire protection works and facilities; flood-control works, including channel rectification and alteration; public works required for fish and wildlife enhancement and preservation; improvements for the primary benefit of the lands within the preserve; state improvements for which the site or route has been specified by the state legislature in such a manner as to make it impossible to avoid the use of subject AG zoned property;
29. Livestock auctions and sales yards;
30. Any structure, building, equipment, or use incidental and necessary to any of the foregoing uses;
31. Fruit and nut dehydrating plants;

32. Wineries as defined in Section 19.08.687 and the following incidental uses subject to providing off-street parking and meeting all necessary clearances from the health and building departments. Additionally, wineries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road, or obtained a use permit pursuant to Chapter 19.56 of this code before commencing any of the following uses:

- a. Wine tasting,
- b. Winery tours,
- c. Wholesale and retail sales of wine and grape products,
- d. Compensated or noncompensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year,
- e. Picnic area(s) for winery-related activities,
- f. Art galleries with sales and framing,
- g. A food preparation facility for catering on-premises indoor or outdoor functions,
- h. Agricultural-related museums,
- i. Gift display not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or prepackaged foods,
- j. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month,
- k. Indoor or outdoor amplified music until ten p.m.

H. Uses described in this subsection may be granted by the planning department, without public hearing, following public notice of the application.

1. Wine tasting may be conducted under a duplicate 02 license only if the winery with the master 02 license is located in Amador County and the following standards are met:

- 2. a. A bona fide agricultural operation must be the primary use on the property;
- b. The parcel shall be a minimum of forty acres in size;
- c. The applicant shall provide the planning department with copies of their bond from the Alcohol and Tobacco Tax and Trade Bureau and their California Alcohol Beverage Control license. These licenses and bonds shall be maintained in full compliance at all times;
- d. Tasting rooms located on private roadways shall have entered into a road maintenance agreement with a majority of the owners of the road; or in the event a road maintenance agreement already exists, the applicant shall provide the county with proof they have renegotiated the terms of the agreement to include the new tasting room. If the majority of the owners of the road do not enter into the new or renegotiated agreement,

the applicant must obtain a use permit pursuant to Chapter 19.56 of this code before commencing any of the uses allowed by this section;

- e. The tasting room building shall be located a minimum of fifty feet from all property lines;
- f. The primary use of the tasting room shall be the marketing and sale of wine produced in Amador County. Additional allowed uses are as follows:
  - i. Compensated or noncompensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year;
  - ii. Picnic area(s) for wine tasting-related activities;
  - iii. Art galleries with sales and framing;
  - iv. A food preparation facility for catering on-premises indoor or outdoor functions;
  - v. Agricultural-related museums;
  - vi. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of wine-related promotional items, gift items, and/or prepackaged foods;
  - vii. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month;
  - viii. Indoor or outdoor amplified music until ten p.m.
- g. The applicant must obtain all applicable permits from the environmental health department, building department, and department of transportation and public works.
- h. Public notice of such application shall be given in the manner described in Chapter 19.56 of this code, Use Permits. Such notice shall indicate the intent of the planning department to grant the use permit without a hearing unless sufficient reasons are provided not to grant the use permit. A description of the appeals process (Chapter 19.64 of this code) shall be contained within the notice. The planning department shall decide upon the use permit application within ten days after the notice is mailed. If the planning department finds sufficient cause to approve the application and the application meets the standards outlined in this subsection, the planning department shall approve the use permit and the use permit shall become valid following the ten-day appeal period if no appeals are filed.
- I. The following uses are permitted in AG districts upon obtaining a use permit as provided for in Chapter 19.56 of this code:
  - 1. Turkey farms, provided there is a cover crop or other dust control;
  - 2. Any garbage, sewage, refuse, or offal feeding;
  - 3. Commercial small animal and fowl specialty farms, including but not limited to chinchillas, minks, foxes, rodents, aviaries, rabbits, frogs, pigeons, ducks, and geese;

4. Commercial slaughterhouses and stockyards for livestock, small animals, poultry, and fowl;
5. Rendering plants and fertilizer plants;
6. Commercial recreation, dude ranches, and boarding and guest facilities when carried on as a clearly secondary use in conjunction with a primary agricultural use;
7. Oil and gas wells, including the drilling and installation, and use of such equipment, structures, and facilities as are necessary or convenient for oil-drilling and oil-producing operations customarily required or incidental to usual oil field practice, including but not limited to the initial separation of oil, gas, and water and for the storage, handling, recycling, and transportation of such oil, gas, and water to and from the premises; provided such activities are carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation;
8. Development of natural resources including mines, open pits for extraction of minerals, borrow pits, and quarries, with necessary buildings, apparatus, or appurtenances thereto; provided such activities are carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation;
9. Any use determined by the planning commission after recommendations by the agricultural advisory committee to be compatible with the purposes of the California Land Conservation Act and which do not significantly adversely affect agricultural operations;
10. Any structure, building, use, or equipment incidental and necessary to any of the above uses, located on the same site, and included in the use permit;
11. Farm-labor camps and farm-labor quarters as defined in this title;
12. Social gatherings or weddings at winery facilities which exceed either of the limits set forth in subsection G(32)(j) of this section. (Ord. 1708 §3, 2011; Ord. 1320 §§3,4, 1993; Ord. 1262 §§1--6, 1991; Ord. 1208 §2, 1989; Ord. 1139 §§3, 4, 1987; Ord. 934 §3, 1983; Ord. 883 §3, 1982; Ord. 773 §12, 1981; Ord. 743 §1, 1981; Ord. 600 §2, 1977).

# Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: December 4, 2018

## **SUBJECT**

Public Works: Right of Way Purchase Agreement with Scott Espen re: Fiddletown Road Bridge Replacement Project  
BRLS 5926 (035); APNs: 014-240-066 & 014-240-067

## **Recommendation:**

Approve Purchase Agreement; and Authorize Chairman to sign agreement, certificates of acceptance for each deed, escrow instructions.

## **4/5 vote required:**

No

## **Distribution Instructions:**

Public Works

## **ATTACHMENTS**

- [2018-12-4\\_Fiddletown Bridge RW Espen.pdf](#)
- [066 espen temp deed.pdf](#)
- [067 espen perm deed.pdf](#)
- [067 espen temp deed.pdf](#)
- [espen escrow inst.pdf](#)
- [espen purchase agreement.pdf](#)





AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: [www.amadorgov.org](http://www.amadorgov.org)

EMAIL: [PublicWorks@amadorgov.org](mailto:PublicWorks@amadorgov.org)

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

## MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jered Reinking, Public Works Director

**DATE:** November 15, 2018

**SUBJECT:** Fiddletown Road Bridge Replacement Project BRLS 5926 (035);  
Purchase Agreement with Scott Espen  
APNs: 014-240-066 & 014-240-067

**CONTACT:** Jered Reinking (223-6226)

### Overview

In order to construct the bridge replacement project along Fiddletown Road over Dry Creek, Amador County must purchase permanent and temporary right-of-way from Scott Espen (APN 014-240-066 & APN 014-240-067) on the north side of Fiddletown Road.

The Board established "just compensation" for these acquisitions in closed session on June 12, 2018 and the Public Works' right-of-way agent secured Scott Espen's signature on the attached Purchase Agreement in October 2018. As described in the Purchase Agreement, the cost of \$6,757.00 includes the value of the permanent right of way deed (APN 014-240-067), temporary right of way deed (APN 014-240-067), temporary right of way deed (APN 014-240-066), and certain damages which will occur on the properties at the time of construction.

### Requested Actions:

1. Approve Purchase Agreement; and
2. Authorize Chairman to sign agreement, certificates of acceptance for each deed, and escrow instructions.

### Fiscal Impact

This work will be funded 88.53% with revenue from the Federal Highway Bridge Program BRLS 5926 (035). The 11.47% local match will be funded by the County. This project's combination funding is included in Fiscal Year 2018-19 Department Budget.

### Attachments:

Two Original Purchase Agreements  
Original Deeds with Certificate of Compliance  
Escrow Instructions

**Recording Requested by:**  
Amador County Department of Public Works

**When Recorded Mail Document to:**

Bender Rosenthal, Inc.  
Attention: Rebekah Green  
2825 Watt Avenue, Suite 200  
Sacramento, CA

APN: 014-240-066

**TEMPORARY RIGHT OF WAY DEED**

For valuable consideration receipt of which is hereby acknowledged SCOTT ESPEN, A SINGLE MAN, (GRANTOR), hereby Grants to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, (GRANTEE), a Temporary Right of Way over, under, upon and across all that real property, situated within the unincorporated area of the County of Amador, State of California, as described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.

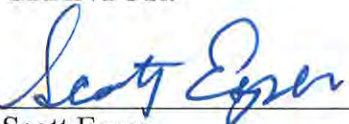
This Temporary Right of Way shall be for the purpose of construction activities related to the Amador County Bridge Project including, but not limited to use for ingress and egress, road construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This Temporary Right of Way and its related purposes shall not in any way unreasonably impair GRANTOR'S use, access and ingress/egress of GRANTOR'S property situated within the remainder property currently owned by GRANTOR.

A Temporary Right of Way is needed for the purpose of construction activities related to construction of the Project. Permission is hereby granted to the Amador County and its authorized agents to enter upon Grantor's land on Assessor's Parcel Number 014-240-066 within those areas shown on the map attached hereto as "Exhibit B" – Temporary Right of Way for the purpose of undertaking and facilitating the work described herein and the construction of the County's Project Number 301691. Said Temporary Right of Way shall become effective upon Project Certification Date or no later than March 31, 2019 and shall terminate upon completion of construction, or in any event no later than 22-months from effective date.

IN WITNESS WHEREOF, Grantor, executed this Temporary Right of Way Deed as of

8/10, 2018.

**GRANTOR:**

  
\_\_\_\_\_  
Scott Espen

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Amador )  
On 10/8/18 before me, JEFFREY JOHN ALDAL, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Scott Espen  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Jeffrey John Aldal  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION  
Temporary Right-of-Way over Espen  
APN 014-240-066**

A temporary right-of-way lying within the Townsite of Fiddletown, County of Amador, State of California and being on, over and across a portion of "LOT 5 1.06 Ac.", as shown and so designated upon that certain official map entitled "RECORD OF SURVEY LINES OF OCCUPATION for SCOTT ESPEN", and filed for record in the office of the Recorder of Amador County in Book 62 of Maps and Plats at Page 98; and said temporary right-of-way being more particularly described as follows:

Beginning at the Southeast corner of the hereinabove referred to Lot 5, thence, from said point of beginning, along the South line of said Lot 5, North 39° 47' 46" West 34.08 feet; thence, along the arc of a curve to the right, having a radius of 245.00 feet, through a central angle of 12° 56' 14", for an arc length of 55.32 feet; thence, leaving said South line of Lot 5, North 73° 36' 25" East 77.76 feet; thence South 46° 48' 02" East 29.70 feet to a point on the East line of the hereinabove referred to Lot 5; thence, along, along said East line, South 25° 32' 49" West 59.18 feet to the point of beginning, and containing 0.07 acre of land, more or less.


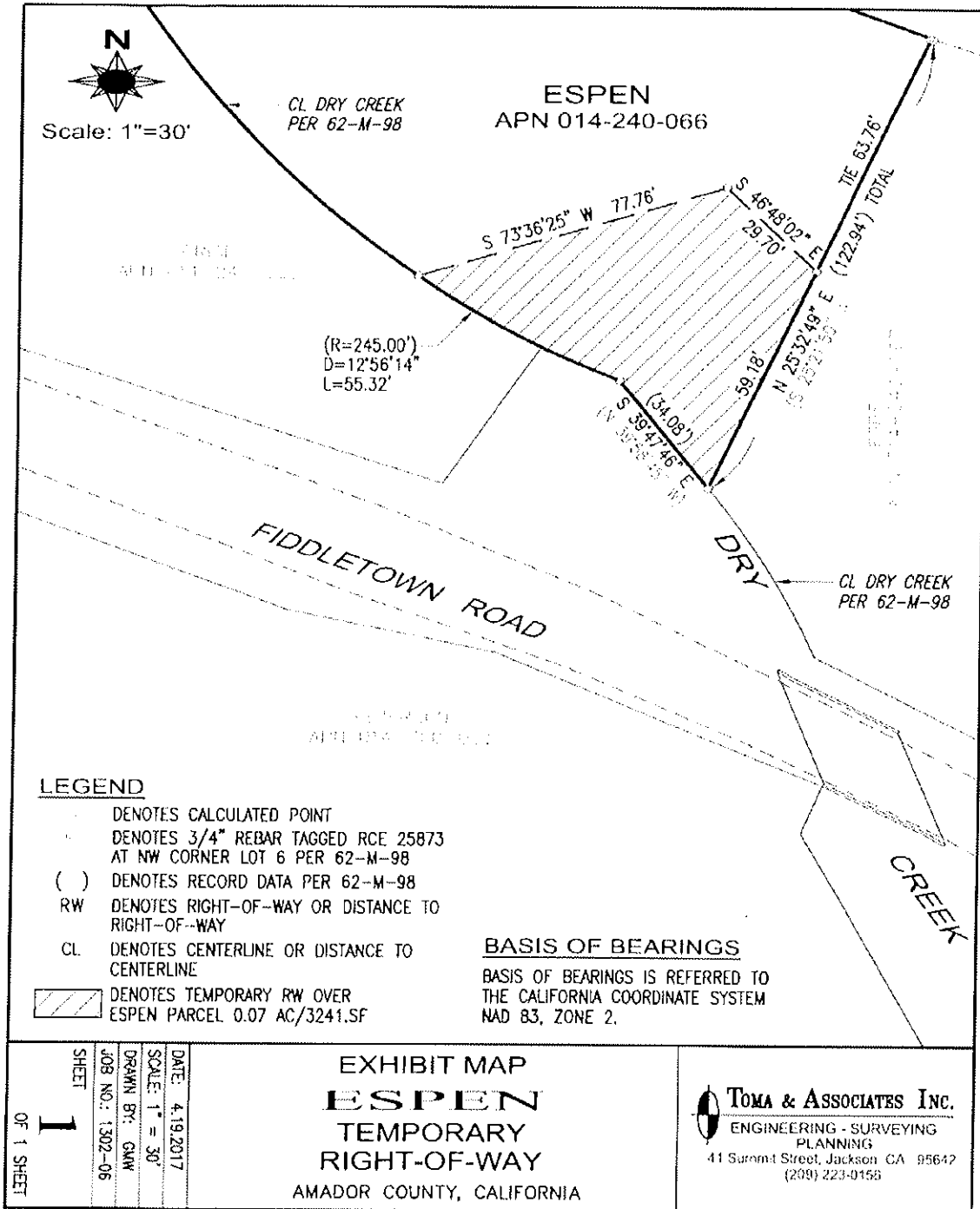
  
Ciro L. Toma PLS 3570 License expires 06/30/18



EXHIBIT B



**CERTIFICATE OF ACCEPTANCE**

**Government Code Section 27281**

THIS IS TO CERTIFY THAT the interest in real property conveyed by the Temporary Right of Way Deed dated \_\_\_\_\_, from SCOTT ESPEN, A SINGLE MAN, (RANTOR) to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (COUNTY), is hereby accepted by order of the Amador County Board of Supervisors on \_\_\_\_\_, 2018 and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_, 2018

\_\_\_\_\_  
Lynn A. Morgan, Chairman  
Board of Supervisors of Amador County

ATTEST

\_\_\_\_\_  
Jennifer Burns  
Clerk of the Board of Supervisors

**Recording Requested By:**  
**Amador County**  
**Department of Transportation and Public Works**

**WHEN RECORDED RETURN TO:**

Bender Rosenthal, Inc.  
Attention: Rebekah Green  
2825 Watt Avenue, Suite 200  
Sacramento, CA 95821

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No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

**APN: 014-240-067**  
**Amador County Bridge Project**

**PERMANENT RIGHT OF WAY DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SCOTT ESPEN, A SINGLE MAN, (GRANTOR) hereby GRANTS to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, (COUNTY) a Permanent Right-of-Way in, over, across, and upon that certain property located in an unincorporated area of the County of Amador, State of California, described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.

Dated this 8 day of Oct., 2018

**GRANTOR:**

  
Scott Espen

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Alameda )  
On 10/8/18 before me, JEFFREY John Aldal, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Scott Espen  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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

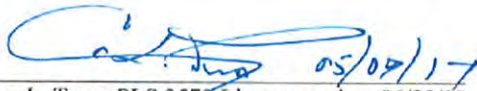


# EXHIBIT A

## LEGAL DESCRIPTION Permanent Right-of-Way over Espen APN 014-240-067

A permanent right-of-way lying within the Townsite of Fiddletown, County of Amador, State of California and being on, over and across a portion of "LOT 6 0.41 Ac.", as shown and so designated upon that certain official map entitled "RECORD OF SURVEY LINES OF OCCUPATION for SCOTT ESPEN", and filed for record in the office of the Recorder of Amador County in Book 62 of Maps and Plats at Page 98; and said permanent right-of-way being more particularly described as follows:

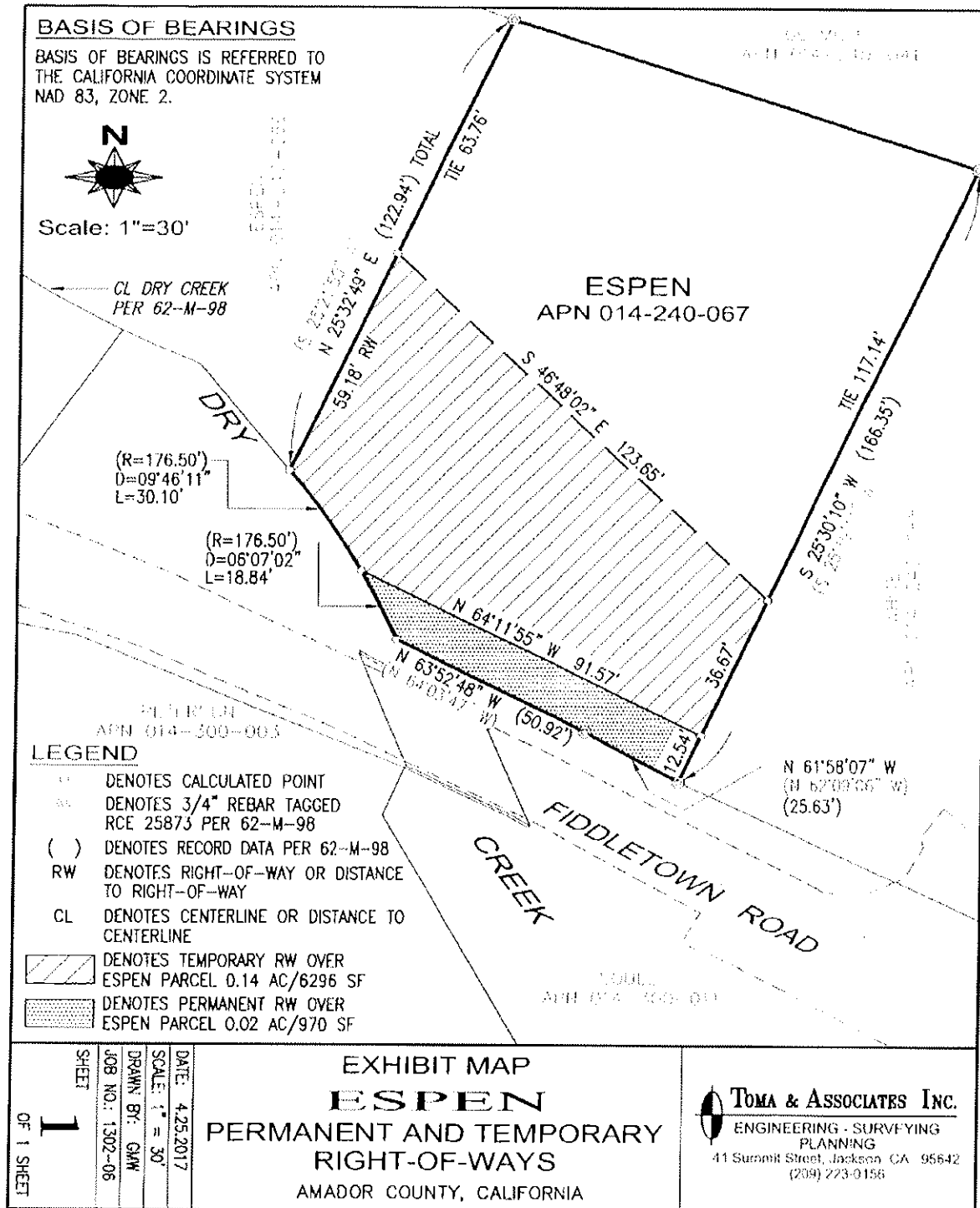
Beginning at the Southeast corner of the hereinabove referred to Lot 6, thence, from said point of beginning, along the South line of said Lot 6, North  $61^{\circ} 58' 07''$  West 25.63 feet; thence North  $63^{\circ} 52' 48''$  West 50.92 feet; thence, along the arc of a curve to the left, having a radius of 176.50 feet; through a central angle of  $06^{\circ} 07' 02''$ , for an arc length of 18.84 feet; thence, leaving said South line, South  $64^{\circ} 11' 55''$  West 91.57 feet to the East line of said Lot 6; thence, along said East line, South  $25^{\circ} 30' 10''$  West 12.54 feet to the point of beginning, and containing 0.02 acre of land, more or less.

 05/08/17

Ciro L. Toma PLS 3570 License expires 06/30/18



# EXHIBIT B



**CERTIFICATE OF ACCEPTANCE**

**Government Code Section 27281**

THIS IS TO CERTIFY THAT the interest in real property conveyed by the Permanent Right of Way Deed dated \_\_\_\_\_, from SCOTT ESPEN, A SINGLE MAN (GRANTOR), to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (COUNTY), is hereby accepted by order of the Amador County Board of Supervisors on \_\_\_\_\_, 2018 and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_, 2018

\_\_\_\_\_  
Lynn A. Morgan, Chairman  
Board of Supervisors of Amador County

ATTEST

\_\_\_\_\_  
Jennifer Burns  
Clerk of the Board of Supervisors

**Recording Requested by:**  
Amador County Department of Public Works

**When Recorded Mail Document to:**

Bender Rosenthal, Inc.  
Attention: Rebekah Green  
2825 Watt Avenue, Suite 200  
Sacramento, CA 95821

APN: 014-240-067

### TEMPORARY RIGHT OF WAY DEED

For valuable consideration receipt of hereby acknowledged SCOTT ESPEN, A SINGLE MAN, (GRANTOR), hereby Grants to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, (GRANTEE), a Temporary Right of Way over, under, upon and across all that real property, situated within the unincorporated area of the County of Amador, State of California, as described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.

This Temporary Right of Way shall be for the purpose of construction activities related to the Amador County Bridge Project including, but not limited to use for ingress and egress, road construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This Temporary Right of Way and its related purposes shall not in any way unreasonably impair GRANTOR'S use, access and ingress/egress of GRANTOR'S property situated within the remainder property currently owned by GRANTOR.

A Temporary Right of Way is needed for the purpose of construction activities related to construction of the Project. Permission is hereby granted to the Amador County and its authorized agents to enter upon Grantor's land on Assessor's Parcel Number 014-240-067 within those areas shown on the map attached hereto as "Exhibit B" – Temporary Right of Way for the purpose of undertaking and facilitating the work described herein and the construction of the County's Project Number 301691. Said Temporary Right of Way shall become effective upon Project Certification Date or no later than March 31, 2019 and shall terminate upon completion of construction, or in any event no later than 22-months from effective date.

IN WITNESS WHEREOF, Grantor, executed this Temporary Right of Way Deed as of

8/10, 2018.

**GRANTOR:**

  
\_\_\_\_\_  
Scott Espen

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California )  
County of Amador )  
On 10/8/18 before me, JEFFREY JOHN ALDAL, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Scott Espen  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Jeffrey John Aldal  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION  
Temporary Right-of-Way over Espen  
APN 014-240-067**

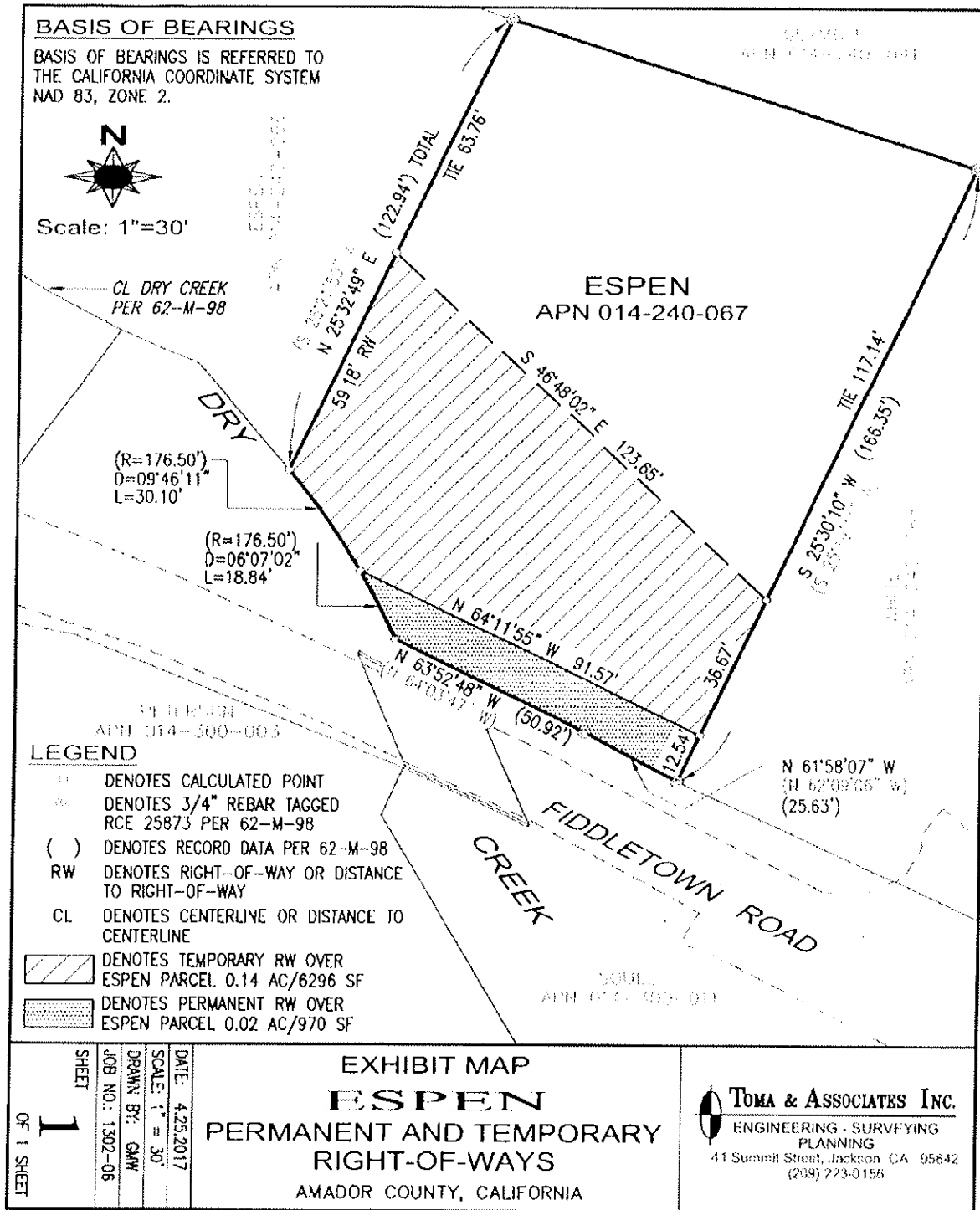
A temporary right-of-way lying within the Townsite of Fiddletown, County of Amador, State of California and being on, over and across a portion of "LOT 6 0.41 Ac.", as shown and so designated upon that certain official map entitled "RECORD OF SURVEY LINES OF OCCUPATION for SCOTT ESPEN", and filed for record in the office of the Recorder of Amador County in Book 62 of Maps and Plats at Page 98; and said temporary right-of-way being more particularly described as follows:

Beginning at the Southwest corner of the hereinabove referred to Lot 6, thence, from said point of beginning, along the West line of said Lot 6, North 25° 32' 49" East 59.18 feet; thence, leaving said West line, South 46° 48' 02" East 123.65 feet to a point on the East line of said Lot 6; thence, along said East line, South 25° 30' 10" West 36.67 feet; thence, leaving said East line, North 64° 11' 55" West 91.57 feet to a point on the South line of said Lot 6; thence, along said South line, along the arc of a curve to the left, having a radius of 176.50 feet, through a central angle of 09° 46' 11" West 30.10 feet to the point of beginning, and containing 0.14 acre of land, more or less.

  
Ciro L. Toma PLS 3570 License expires 06/30/18



**EXHIBIT B**



**CERTIFICATE OF ACCEPTANCE**

**Government Code Section 27281**

THIS IS TO CERTIFY THAT the interest in real property conveyed by the Temporary Right of Way Deed dated \_\_\_\_\_, from SCOTT ESPEN, A SINGLE MAN, to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (COUNTY), is hereby accepted by order of the Amador County Board of Supervisors on \_\_\_\_\_, 2018 and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_, 2018

\_\_\_\_\_  
Lynn A. Morgan, Chairman  
Board of Supervisors of Amador County

ATTEST

\_\_\_\_\_  
Jennifer Burns  
Clerk of the Board of Supervisors



**ESCROW INSTRUCTIONS**

Stacy Toma  
Western Land Title Company  
34 Summit Street, Suite A  
Jackson CA 95642

Project: Fiddletown Road Bridge Replacement  
Assessor Parcel No.: 014-240-066 & 014-24-067  
Owner: Espen  
Order No.: 40035-TO

Dear Ms. Toma:

This escrow will be closed in accordance with the Right of Way Contract executed by Scott Espen (“Seller”) and Amador County (“Buyer”). The following items have been checked to indicate the method in which this escrow is to be closed:

The sale price of this transaction is \$6,757.00

- X   Enclosed is a warrant in the sum of \$6,757.00
- X   Enclosed is a Permanent Right of Way Easement Deed and a Temporary Right of Way Deed with attached Certificates of Acceptance and a copy of the Right of Way Contract.
- X   Any taxes due shall be paid current from this escrow.
- X   Policy of Title Insurance shall be issued in the amount of \$2,660.00

Proceeds from this transaction are to be sent to Owner at: 14645 Fiddletown Road, Fiddletown, CA 95629

You are authorized to record any documents, disburse any monies, and close this escrow when you are able to issue a title policy naming the Amador County as Grantee, free and clear of all liens, and encumbrances except the following as shown in your preliminary report number 40035-TO, dated March 18, 2013.

**THE FOLLOWING EXCEPTION(S) MAY APPEAR IN THE TITLE POLICY**

<u>Item No./Description</u>	<u>Justification</u>
1 & 2     Current Taxes	Current taxes shall be cleared and prorated effective close of escrow
4         Easement – Dry Creek	Said rights will not conflict with Agency’s use
5         Adverse Claim	Said rights will not conflict with Agency’s use
6         Driveway Encroachment`	Said rights will not conflict with Agency’s use

**THE FOLLOWING EXCEPTION(S) MAY NOT APPEAR IN THE TITLE POLICY:**

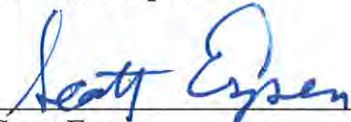
<u>Item No./Description</u>	<u>Justification</u>
2         Lien of Supplemental Taxes	If any, shall be cleared and paid through escrow
7         Record of Survey Lines of Occupation for Espen	Located outside acquisition area; exception to be eliminated

- |   |                              |   |
|---|------------------------------|---|
| 8 | Declaration of Homestead Act | Partial Reconveyance and Subordination/Consent to be obtained prior to close of escrow    |
| 9 | No Open Deed of Trust        | Owner's Affidavit – No Deed of Trust will be obtained (Escrow will provide documentation) |

Buyer will pay for all costs of escrow and the policy of title insurance. The original policy together with two copies of title insurance, all recorded documents, and your billing should be sent to Rebekah Green at the close of escrow. If you have any questions or require further information, please contact Rebekah at 916-978-4900 or via email at [r.green@benderrosenthal.com](mailto:r.green@benderrosenthal.com).

**INSTRUCTIONS FROM SELLER:** In addition to the foregoing, you are hereby authorized to record and/or deliver the attached document to Bender Rosenthal, Inc., Attn: Rebekah Green at 2825 Watt Avenue, Suite 200, Sacramento, CA 95821, upon receipt of a warrant in the amount shown above, less any demands for liens, judgments, delinquent taxes and/or utilities, delinquent child support and/or alimony, or encumbrances.

**Seller: Scott Espen**

By:   
 Scott Espen

**Buyer: Amador County**

By: \_\_\_\_\_  
 Lynn A. Morgan, Chairman  
 Amador County Board of Supervisors

Date: \_\_\_\_\_

Assessor Parcel#'s	Owner	Site Address	Project
014-240-066 014-240-067	Scott Espen	14645 & 14649 Fiddletown Road Fiddletown, CA 95629	Fiddletown Road Bridge @ Dry Creek

Fiddletown, California  
Scott Espen

**PURCHASE AGREEMENT**

This Agreement for Purchase of Property is between **Amador County, a political subdivision of the State of California (COUNTY), and Scott Espen, a single man (GRANTOR).**

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve COUNTY of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement project in the manner proposed.
- (B) COUNTY requires said property described in the Permanent Right of Way Deed and Temporary Right of Way Deed for road improvement purposes including bridge replacement/rehabilitation, a public use for which COUNTY has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and COUNTY is compelled to acquire the property.
- (C) Both GRANTOR and COUNTY recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. COUNTY shall:
  - (A) Pay the undersigned Grantor the sum of \$6,757.00 (SIX THOUSAND SEVEN HUNDRED FIFTY SEVEN DOLLARS AND 00/100) for the property interest conveyed by above documents when title to said property vests in the name of COUNTY free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
    - (a) Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
    - (b) Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
    - (c) Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
  - (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by COUNTY, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Western Land Title Company, Escrow Number 40035-TO.

- (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
- (D) At no expense to GRANTOR and at the time of construction, COUNTY shall:
- Conform existing driveway approach, replace/install appropriate driveway drainage, as applicable including cutting into the slope of the parcel and the installation of a short retaining wall;
  - Relocate the existing mailboxes;
  - Relocate or replace (if needed) existing recycled metal screen on wood framing;
  - Remove fence and relocate gatepost at 8.87' left of engineering station driveway 3 line +58.61
  - Provide temporary graded access from detour;
  - Grade and construct of retaining wall and driveway replacement, including aggregate base and hot mix asphalt;
  - Remove large trees and various brush and natural vegetation during construction and replace with a one-time application of hydroseed composed of native species at the conclusion of the project.

This obligation shall survive the close of escrow in this transaction.

3. Permission is hereby granted to COUNTY or its authorized agent to enter on GRANTOR'S land, where necessary, to complete work as described above in Clause 2(D) of this contract. GRANTOR understands and agrees that after completion of the work as described in Clause 2(D) of this contract said facilities will be considered as GRANTOR'S sole property and GRANTOR will be responsible for any future maintenance and repair.
4. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes payment for any and all damages which may accrue to Grantor's remainder property by reason of its severance from the property conveyed herein and the construction and use of the proposed roadway project, including but not limited to the relocation and installation of PG&E utility service pole and guy wire and any other expense which Grantor may incur in restoring the utility of the remaining property.
5. The amount cited in Clause 2 (A) above includes payment for the Temporary Right of Way Deeds needed for the purpose of construction activities related to construction of the Project in the manner proposed. Permission is hereby granted to COUNTY and its authorized agents to enter upon GRANTOR'S land on Assessor's Parcel Numbers 014-240-066 and 014-240-067 within those areas shown on the map attached to the Temporary Right of Way Deed for undertaking and facilitating the work described herein and the construction of the County's Project. Said Temporary Right of Way shall become effective upon Project Certification Date or no later than March 31, 2019 and shall terminate upon completion of construction, or in any event no later than 22-months from effective date.

6. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust which pertains to only that portion of GRANTOR'S property acquired by COUNTY for their roadway improvement project.
7. COUNTY agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of COUNTY'S operations under this agreement. COUNTY further agrees to assume responsibility for any damages proximately caused by reason of its operations under this agreement and the COUNTY will, at its option, either repair or pay for such damage to return property to like before construction condition.
8. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or state law, COUNTY may elect to recover its cleanup costs from those who caused or contributed to the contamination.
9. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.

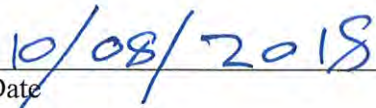
**SIGNATURE PAGE TO FOLLOW**

**ALL AGREEMENTS FOR PURCHASE OF PROPERTY ARE CONTINGENT UPON THE APPROVAL OF THE COUNTY BOARD OF SUPERVISORS.**

*In Witness Whereof*, the Parties vested have executed this agreement on \_\_\_\_ day of \_\_\_\_\_ 2018.

**GRANTOR:**

  
\_\_\_\_\_  
Scott Espen

  
\_\_\_\_\_  
Date

**GRANTEE:**  
AMADOR COUNTY

**APPROVED:**

By \_\_\_\_\_  
Lynn A. Morgan Chairman  
Amador County Board of Supervisors

**ATTEST:**  
CLERK OF THE BOARD OF SUPERVISORS  
AMADOR COUNTY

By \_\_\_\_\_  
Jennifer Burns  
Clerk of the Board of Supervisors

**RECOMMENDED FOR APPROVAL:**

By   
\_\_\_\_\_  
Jeff Aldal  
Senior Right Way Agent

**No Obligation Other Than Those Set Forth Herein Will Be Recognized**

**EXHIBITS TO FOLLOW**

**Recording Requested by:**  
Amador County Department of Public Works

**When Recorded Mail Document to:**

Bender Rosenthal, Inc.  
Attention: Rebekah Green  
2825 Watt Avenue, Suite 200  
Sacramento, CA

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No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

**APN: 014-240-067**  
**Amador County Bridge Project**

**PERMANENT RIGHT OF WAY DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SCOTT ESPEN, A SINGLE MAN, (GRANTOR) hereby GRANTS to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, (COUNTY) a Permanent Right-of-Way in, over, across, and upon that certain property located in an unincorporated area of the County of Amador, State of California, described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018

**GRANTOR:**

\_\_\_\_\_  
Scott Espen

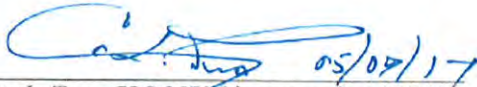


# EXHIBIT A

## LEGAL DESCRIPTION Permanent Right-of-Way over Espen APN 014-240-067

A permanent right-of-way lying within the Townsite of Fiddletown, County of Amador, State of California and being on, over and across a portion of "LOT 6 0.41 Ac.", as shown and so designated upon that certain official map entitled "RECORD OF SURVEY LINES OF OCCUPATION for SCOTT ESPEN", and filed for record in the office of the Recorder of Amador County in Book 62 of Maps and Plats at Page 98; and said permanent right-of-way being more particularly described as follows:

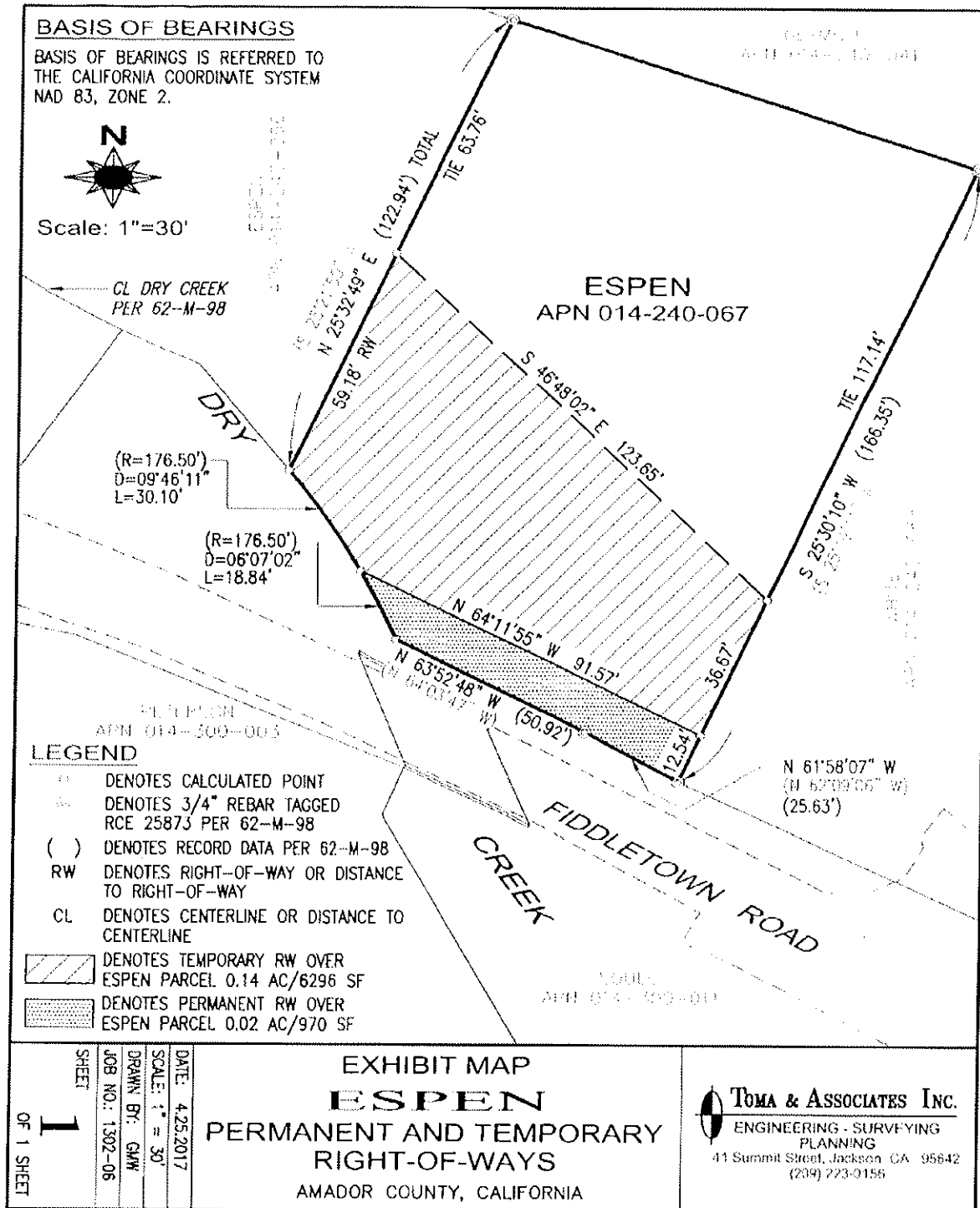
Beginning at the Southeast corner of the hereinabove referred to Lot 6, thence, from said point of beginning, along the South line of said Lot 6, North  $61^{\circ} 58' 07''$  West 25.63 feet; thence North  $63^{\circ} 52' 48''$  West 50.92 feet; thence, along the arc of a curve to the left, having a radius of 176.50 feet; through a central angle of  $06^{\circ} 07' 02''$ , for an arc length of 18.84 feet; thence, leaving said South line, South  $64^{\circ} 11' 55''$  West 91.57 feet to the East line of said Lot 6; thence, along said East line, South  $25^{\circ} 30' 10''$  West 12.54 feet to the point of beginning, and containing 0.02 acre of land, more or less.

 05/09/17

Ciro L. Toma PLS 3570 License expires 06/30/18



# EXHIBIT B



**CERTIFICATE OF ACCEPTANCE**

**Government Code Section 27281**

THIS IS TO CERTIFY THAT the interest in real property conveyed by the Permanent Right of Way Deed dated \_\_\_\_\_, from SCOTT ESPEN, A SINGLE MAN (GRANTOR), to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (COUNTY), is hereby accepted by order of the Amador County Board of Supervisors on \_\_\_\_\_, 2018 and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_, 2018

\_\_\_\_\_  
Lynn A. Morgan, Chairman  
Board of Supervisors of Amador County

ATTEST

\_\_\_\_\_  
Jennifer Burns  
Clerk of the Board of Supervisors

**Recording Requested by:**  
Amador County Department of Public Works

**When Recorded Mail Document to:**

Bender Rosenthal, Inc.  
Attention: Rebekah Green  
2825 Watt Avenue, Suite 200  
Sacramento, CA

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APN: 014-240-066

**TEMPORARY RIGHT OF WAY DEED**

For valuable consideration receipt of which is hereby acknowledged SCOTT ESPEN, A SINGLE MAN, (GRANTOR), hereby Grants to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, (GRANTEE), a Temporary Right of Way over, under, upon and across all that real property, situated within the unincorporated area of the County of Amador, State of California, as described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.

This Temporary Right of Way shall be for the purpose of construction activities related to the Amador County Bridge Project including, but not limited to use for ingress and egress, road construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This Temporary Right of Way and its related purposes shall not in any way unreasonably impair GRANTOR'S use, access and ingress/egress of GRANTOR'S property situated within the remainder property currently owned by GRANTOR.

A Temporary Right of Way is needed for the purpose of construction activities related to construction of the Project. Permission is hereby granted to the Amador County and its authorized agents to enter upon Grantor's land on Assessor's Parcel Number 014-240-066 within those areas shown on the map attached hereto as "Exhibit B" – Temporary Right of Way for the purpose of undertaking and facilitating the work described herein and the construction of the County's Project Number 301691. Said Temporary Right of Way shall become effective upon Project Certification Date or no later than March 31, 2019 and shall terminate upon completion of construction, or in any event no later than 22-months from effective date.

IN WITNESS WHEREOF, Grantor, executed this Temporary Right of Way Deed as of \_\_\_\_\_, 2018.

**GRANTOR:**

\_\_\_\_\_  
Scott Espen

**EXHIBIT A**

**LEGAL DESCRIPTION  
Temporary Right-of-Way over Espen  
APN 014-240-066**

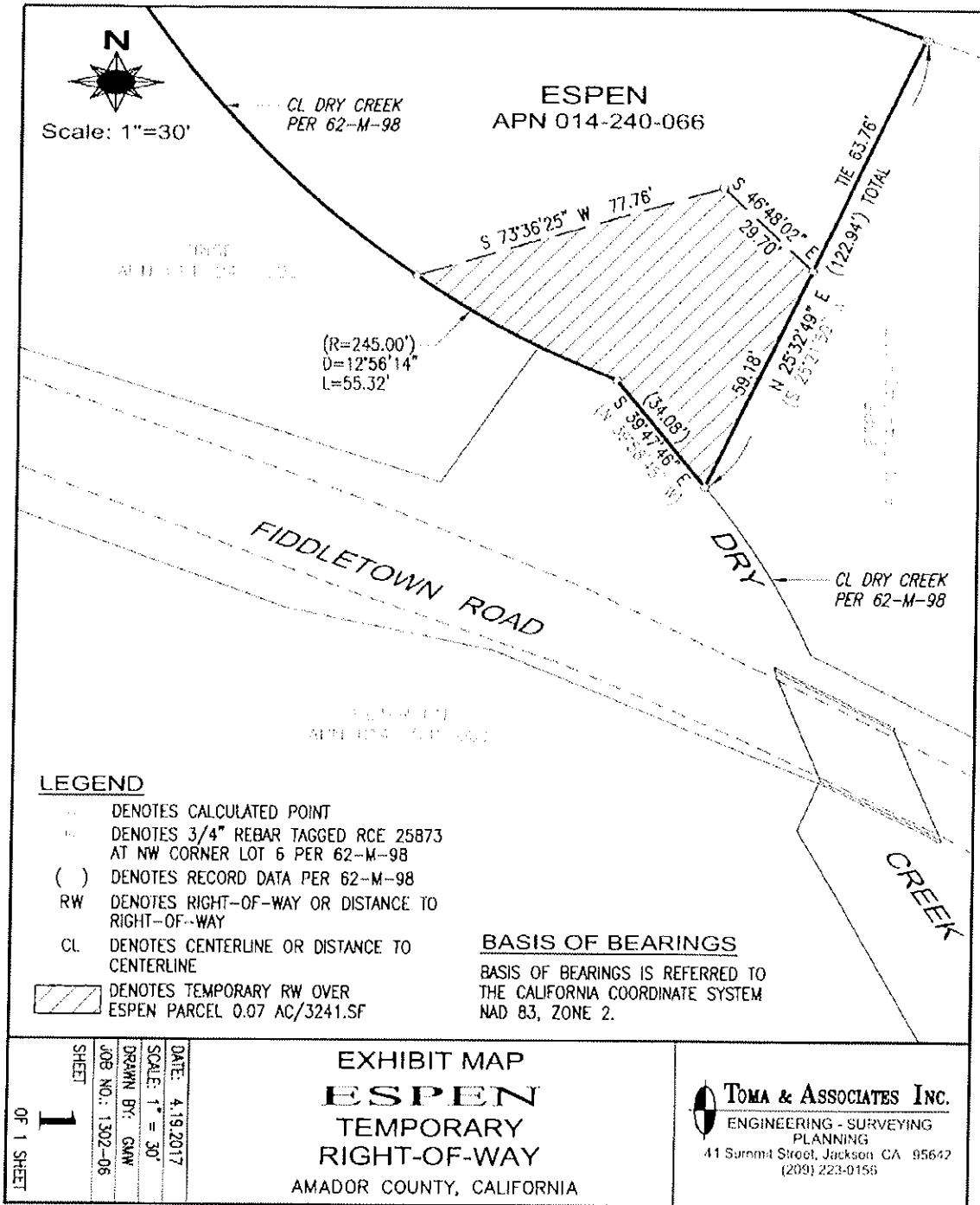
A temporary right-of-way lying within the Townsite of Fiddletown, County of Amador, State of California and being on, over and across a portion of "LOT 5 1.06 Ac.", as shown and so designated upon that certain official map entitled "RECORD OF SURVEY LINES OF OCCUPATION for SCOTT ESPEN", and filed for record in the office of the Recorder of Amador County in Book 62 of Maps and Plats at Page 98; and said temporary right-of-way being more particularly described as follows:

Beginning at the Southeast corner of the hereinabove referred to Lot 5, thence, from said point of beginning, along the South line of said Lot 5, North 39° 47' 46" West 34.08 feet; thence, along the arc of a curve to the right, having a radius of 245.00 feet, through a central angle of 12° 56' 14", for an arc length of 55.32 feet; thence, leaving said South line of Lot 5, North 73° 36' 25" East 77.76 feet; thence South 46° 48' 02" East 29.70 feet to a point on the East line of the hereinabove referred to Lot 5; thence, along, along said East line, South 25° 32' 49" West 59.18 feet to the point of beginning, and containing 0.07 acre of land, more or less.

  
Ciro L. Toma PLS 3570 License expires 06/30/18



EXHIBIT B



**CERTIFICATE OF ACCEPTANCE**

**Government Code Section 27281**

THIS IS TO CERTIFY THAT the interest in real property conveyed by the Temporary Right of Way Deed dated \_\_\_\_\_, from SCOTT ESPEN, A SINGLE MAN, (RANTOR) to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (COUNTY), is hereby accepted by order of the Amador County Board of Supervisors on \_\_\_\_\_, 2018 and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_, 2018

\_\_\_\_\_  
Lynn A. Morgan, Chairman  
Board of Supervisors of Amador County

ATTEST

\_\_\_\_\_  
Jennifer Burns  
Clerk of the Board of Supervisors

**Recording Requested by:**  
Amador County Department of Public Works

**When Recorded Mail Document to:**

Bender Rosenthal, Inc.  
Attention: Rebekah Green  
2825 Watt Avenue, Suite 200  
Sacramento, CA 95821

APN: 014-240-067

**TEMPORARY RIGHT OF WAY DEED**

For valuable consideration receipt of hereby acknowledged SCOTT ESPEN, A SINGLE MAN, (GRANTOR), hereby Grants to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, (GRANTEE), a Temporary Right of Way over, under, upon and across all that real property, situated within the Unincorporated area of the County of Amador, State of California, as described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.

This Temporary Right of Way shall be for the purpose of construction activities related to the Amador County Bridge Project including, but not limited to use for ingress and egress, road construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This Temporary Right of Way and its related purposes shall not in any way unreasonably impair GRANTOR'S use, access and ingress/egress of GRANTOR'S property situated within the remainder property currently owned by GRANTOR.

A Temporary Right of Way is needed for the purpose of construction activities related to construction of the Project. Permission is hereby granted to the Amador County and its authorized agents to enter upon Grantor's land on Assessor's Parcel Number 014-240-067 within those areas shown on the map attached hereto as "Exhibit B" – Temporary Right of Way for the purpose of undertaking and facilitating the work described herein and the construction of the County's Project Number 301691. Said Temporary Right of Way shall become effective upon Project Certification Date or no later than March 31, 2019 and shall terminate upon completion of construction, or in any event no later than 22-months from effective date.

IN WITNESS WHEREOF, Grantor, executed this Temporary Right of Way Deed as of \_\_\_\_\_, 2018.

**GRANTOR:**

\_\_\_\_\_  
Scott Espen

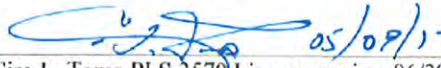


**EXHIBIT A**

**LEGAL DESCRIPTION  
Temporary Right-of-Way over Espen  
APN 014-240-067**

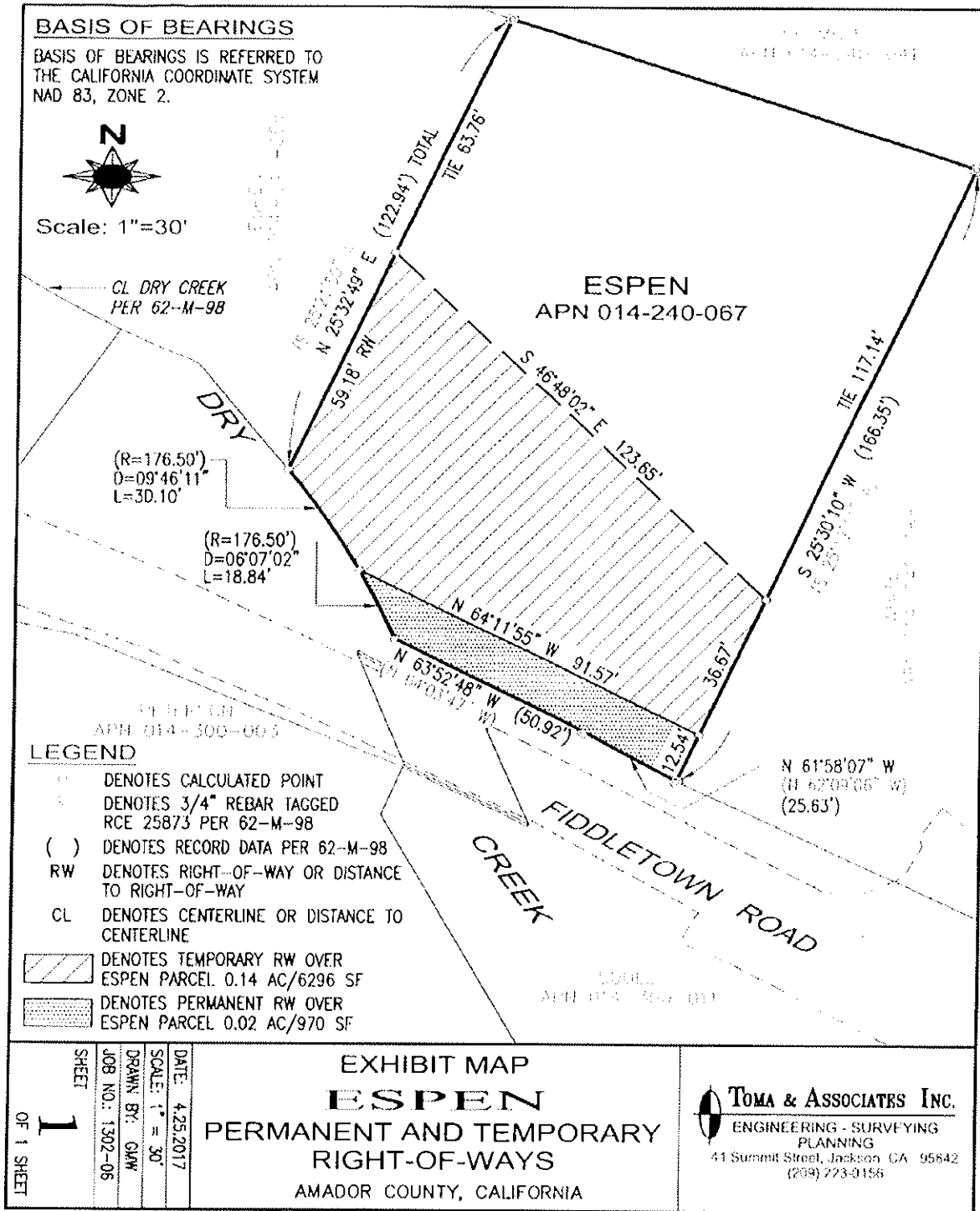
A temporary right-of-way lying within the Townsite of Fiddletown, County of Amador, State of California and being on, over and across a portion of "LOT 6 0.41 Ac.", as shown and so designated upon that certain official map entitled "RECORD OF SURVEY LINES OF OCCUPATION for SCOTT ESPEN", and filed for record in the office of the Recorder of Amador County in Book 62 of Maps and Plats at Page 98; and said temporary right-of-way being more particularly described as follows:

Beginning at the Southwest corner of the hereinabove referred to Lot 6, thence, from said point of beginning, along the West line of said Lot 6, North 25° 32' 49" East 59.18 feet; thence, leaving said West line, South 46° 48' 02" East 123.65 feet to a point on the East line of said Lot 6; thence, along said East line, South 25° 30' 10" West 36.67 feet; thence, leaving said East line, North 64° 11' 55" West 91.57 feet to a point on the South line of said Lot 6; thence, along said South line, along the arc of a curve to the left, having a radius of 176.50 feet, through a central angle of 09° 46' 11" West 30.10 feet to the point of beginning, and containing 0.14 acre of land, more or less.

  
Ciro L. Toma PLS 3570 License expires 06/30/18



**EXHIBIT B**



**CERTIFICATE OF ACCEPTANCE**

**Government Code Section 27281**

THIS IS TO CERTIFY THAT the interest in real property conveyed by the Temporary Right of Way Deed dated \_\_\_\_\_, from SCOTT ESPEN, A SINGLE MAN, to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (COUNTY), is hereby accepted by order of the Amador County Board of Supervisors on \_\_\_\_\_, 2018 and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_, 2018

\_\_\_\_\_  
Lynn A. Morgan, Chairman  
Board of Supervisors of Amador County

ATTEST

\_\_\_\_\_  
Jennifer Burns  
Clerk of the Board of Supervisors

# Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: December 4, 2018

## **SUBJECT**

Public Works: Right of Way Purchase Agreement with Ann Soule re: Fiddletown Road Bridge Replacement Project  
BRLS 5926 (035) APNs: 014-300-011 & 014-300-012

## **Recommendation:**

Approve Purchase Agreement; and Authorize Chairman to sign agreement, certificates of acceptance for each deed, and escrow instructions

## **4/5 vote required:**

No

## **Distribution Instructions:**

Public Works

## **ATTACHMENTS**

- [2018-12-4\\_Fiddletown Bridge RW Soule.pdf](#)
- [011 soule perm deed.pdf](#)
- [011 soule temp deed.pdf](#)
- [012 soule temp deed.pdf](#)
- [soule escrow inst.pdf](#)
- [soule purchase agreement.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
**TRANSPORTATION & PUBLIC WORKS**

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: [www.amadorgov.org](http://www.amadorgov.org)

EMAIL: [PublicWorks@amadorgov.org](mailto:PublicWorks@amadorgov.org)

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

## MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jered Reinking, Public Works Director

**DATE:** November 15, 2018

**SUBJECT:** Fiddletown Road Bridge Replacement Project BRLS 5926 (035);  
Purchase Agreement with Anne Soule  
APNs: 014-300-011 & 014-300-012

**CONTACT:** Jered Reinking (223-6226)

### Overview

In order to construct the bridge replacement project along Fiddletown Road over Dry Creek, Amador County must purchase permanent and temporary right-of-way from Anne Soule (APN 014-300-011 & APN 014-300-012) on the south side of Fiddletown Road.

The Board established "just compensation" for these acquisitions in closed session on June 12, 2018 and the Public Works' right-of-way agent secured Anne Soule's signature on the attached Purchase Agreement in October 2018. As described in the Purchase Agreement, the cost of \$5,000.00 includes the value of the permanent right of way deed (APN 014-300-011), temporary right of way deed (APN 014-300-011), temporary right of way deed (APN 014-300-012), and certain damages which will occur on the properties at the time of construction.

### Requested Actions:

1. Approve Purchase Agreement; and
2. Authorize Chairman to sign agreement, certificates of acceptance for each deed, and escrow instructions.

### Fiscal Impact

This work will be funded 88.53% with revenue from the Federal Highway Bridge Program BRLS 5926 (035). The 11.47% local match will be funded by the County. This project's combination funding is included in Fiscal Year 2018-19 Department Budget.

### Attachments:

Two Original Purchase Agreements  
Original Deeds with Certificate of Compliance  
Escrow Instructions

**Recording Requested By:**  
Amador County  
Department of Transportation and Public Works

**WHEN RECORDED RETURN TO:**

Bender Rosenthal, Inc.  
Attention: Rebekah Green  
2825 Watt Avenue, Suite 200  
Sacramento, CA 95821

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No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.


**APN: 014-300-011**  
**Amador County Bridge Project**

**PERMANENT RIGHT OF WAY DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ANNE SOULE, AN UNMARRIED WOMAN (GRANTOR) hereby GRANTS to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, (COUNTY) a Permanent Right-of-Way in, over, across, and upon that certain property located within the Townsite of Fiddletown, Amador County, State of California, described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.

Dated this 8 day of OCTOBER, 2018

**GRANTOR:**



Anne Soule

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

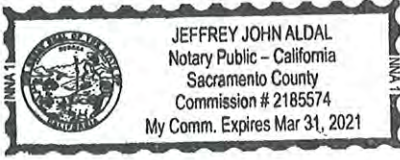
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Placer )  
On 10/8/19 before me, JEFFREY JOHN ALDAL, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Anne Soule  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION**  
**Permanent Right-of-Way over Soule**  
**APN 014-300-011**

A permanent right-of-way lying within the Townsite of Fiddletown, County of Amador, State of California, and being on, over, and across a portion of that certain parcel of land conveyed to Anne Soule by instrument filed for record in the office of the Recorder of Amador County as Document 2002-0010784, and said permanent right of way being more particularly described as follows:

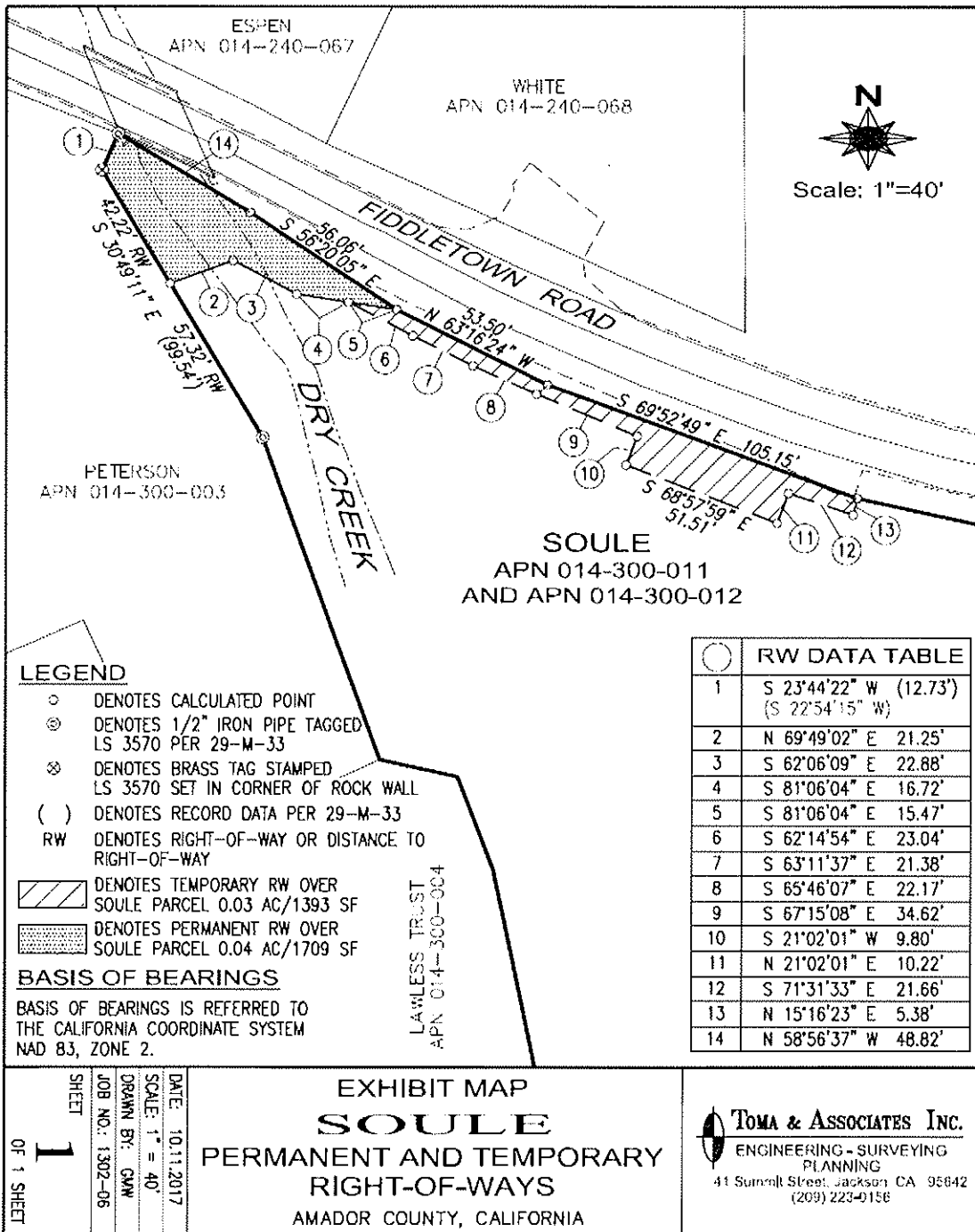
Beginning at the Northeast corner of "PARCEL 1 1.26 Ac.", as shown and so designated upon that certain official map entitled "PARCEL MAP No. 1690 for WILLIAM LAWLESS, et. ux.", and filed for record in the office of the Recorder of Amador County in Book 29 of Maps and Plats at Pages 33 & 34; thence, from said point of beginning, along the Easterly lines of said Parcel 1, South 23° 44' 22" West 12.73 feet; thence South 30° 49' 11" East 42.22 feet; thence, leaving said East line of Parcel 1, North 69° 49' 02" East 21.25 feet; thence South 62° 06' 09" East 22.88 feet; thence South 81° 06' 04" East 16.72 feet; thence continuing South 81° 06' 04" East 15.47 feet to the South line of Fiddletown Road; thence, along said South line, North 56° 20' 05" West 56.06 feet; thence North 58° 56' 37" West 48.82 feet to the point of beginning, and containing 1709 square feet of land, more or less.

  
Ciro L. Toma PLS 3570 License expires 06/30/18





# EXHIBIT B



N  
Scale: 1"=40'

**LEGEND**

- DENOTES CALCULATED POINT
- ⊙ DENOTES 1/2" IRON PIPE TAGGED LS 3570 PER 29-M-33
- ⊗ DENOTES BRASS TAG STAMPED LS 3570 SET IN CORNER OF ROCK WALL
- ( ) DENOTES RECORD DATA PER 29-M-33
- RW DENOTES RIGHT-OF-WAY OR DISTANCE TO RIGHT-OF-WAY
- DENOTES TEMPORARY RW OVER SOULE PARCEL 0.03 AC/1393 SF
- DENOTES PERMANENT RW OVER SOULE PARCEL 0.04 AC/1709 SF

**BASIS OF BEARINGS**

BASIS OF BEARINGS IS REFERRED TO THE CALIFORNIA COORDINATE SYSTEM NAD 83, ZONE 2.

○	RW DATA TABLE
1	S 23°44'22" W (12.73') (S 22°54'15" W)
2	N 69°49'02" E 21.25'
3	S 62°06'09" E 22.88'
4	S 81°06'04" E 16.72'
5	S 81°06'04" E 15.47'
6	S 62°14'54" E 23.04'
7	S 63°11'37" E 21.38'
8	S 65°46'07" E 22.17'
9	S 67°15'08" E 34.62'
10	S 21°02'01" W 9.80'
11	N 21°02'01" E 10.22'
12	S 71°31'33" E 21.66'
13	N 15°16'23" E 5.38'
14	N 58°56'37" W 48.82'

DATE: 10.11.2017  
SCALE: 1" = 40'  
DRAWN BY: GAW  
JOB NO.: 1302-06  
SHEET  
OF 1 SHEET

**EXHIBIT MAP**  
**SOULE**  
**PERMANENT AND TEMPORARY**  
**RIGHT-OF-WAYS**  
AMADOR COUNTY, CALIFORNIA

**TOMA & ASSOCIATES INC.**  
ENGINEERING - SURVEYING  
PLANNING  
41 Summit Street, Jackson, CA 95642  
(209) 223-0156

**CERTIFICATE OF ACCEPTANCE**

**Government Code Section 27281**

THIS IS TO CERTIFY THAT the interest in real property conveyed by the Permanent Right of Way Deed dated \_\_\_\_\_, from ANNE SOULE, AN UNMARRIED WOMAN, (GRANTOR) to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (COUNTY), is hereby accepted by order of the Amador County Board of Supervisors on \_\_\_\_\_, 2018 and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_, 2018

\_\_\_\_\_  
Lynn A. Morgan, Chairman  
Board of Supervisors of Amador County

ATTEST

\_\_\_\_\_  
Jennifer Burns  
Clerk of the Board of Supervisors

**Recording Requested by:**  
Amador County Department of Public Works

**When Recorded Mail Document to:**

Bender Rosenthal, Inc.  
Attention: Rebekah Green  
2825 Watt Avenue, Suite 200  
Sacramento, CA 95821

APN: 014-300-011

**TEMPORARY RIGHT OF WAY DEED**

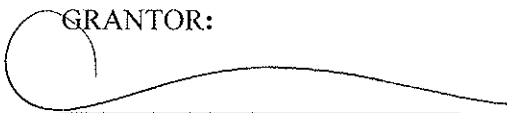
For valuable consideration receipt of which is hereby acknowledged ANNE SOULE, AN UNMARRIED WOMAN (GRANTOR) hereby GRANTS to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, (GRANTEE) a Temporary Right of Way over, under, upon and across all that real property, situated within the Townsite of Fiddletown, Amador County, State of California, as described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.

This Temporary Right of Way shall be for the purpose of construction activities related to the Amador County Bridge Project including, but not limited to use for ingress and egress, road construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This Temporary Right of Way and its related purposes shall not in any way unreasonably impair GRANTOR'S use, access and ingress/egress of GRANTOR'S property situated within the remainder property currently owned by GRANTOR.

A Temporary Right of Way is needed for the purpose of construction activities related to construction of the Project. Permission is hereby granted to Amador County and its authorized agents to enter upon GRANTOR'S land on Assessor's Parcel Number 014-300-011 within those areas shown on the map attached hereto as "Exhibit B" – Temporary Right of Way for the purpose of undertaking and facilitating the work described herein and the construction of the County's Project Number 301691. Said Temporary Right of Way shall become effective upon Project Certification Date or no later than March 31, 2019 and shall terminate upon completion of construction, or in any event no later than 22-months from effective date.

IN WITNESS WHEREOF, Grantor, executed this Temporary Right of Way Deed as of 10-8, 2018.

GRANTOR:



Anne Soule

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Amador )  
On 10/8/18 before me, JEFFREY JOHN ALDAL, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Anne Soule  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Jeffrey John Aldal  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

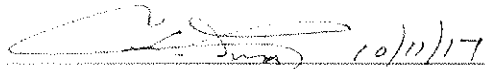
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**EXHIBIT A**

**LEGAL DESCRIPTION  
Temporary Right-of-Way over Soule  
APN 014-300-011 & APN 014-300-012**

A temporary right-of-way lying within the Townsite of Fiddletown, County of Amador, State of California, and being on, over, and across a portion of that certain parcel of land conveyed to Anne Soule by instrument filed for record in the office of the Recorder of Amador County as Document 2002-0010784, and said temporary right of way being more particularly described as follows:

Beginning at a point on the North line of the hereinabove referred to Soule parcel of land, being also a point on the South line of Fiddletown Road, and from which point the Northeast corner of "PARCEL 1 1.26 Ac.", as shown and so designated upon that certain official map entitled "PARCEL MAP No. 1690 for WILLIAM LAWLESS, et. ux.", and filed for record in the office of the Recorder of Amador County in Book 29 of Maps and Plats at Pages 33 & 34 bears North 56° 20' 05" West 56.06 feet, and thence North 58° 56' 37" West 48.82 feet distant; thence, from said point of beginning, along said North line of said Soule parcel of land and the South line of said Fiddletown Road, South 63° 16' 24" East 53.50 feet; thence South 69° 52' 49" East 105.15 feet; thence, leaving said North line of said Soule parcel of land and said South line of Fiddletown Road, South 15° 16' 23" West 5.38 feet; thence North 71° 31' 33" West 21.66 feet; thence South 21° 02' 01" West 10.22 feet; thence North 68° 57' 59" West 51.51 feet; thence North 21° 02' 01" East 9.80 feet; thence North 67° 15' 08" West 34.62 feet; thence North 65° 46' 07" West 22.17 feet; thence North 63° 11' 37" West 21.38 feet; thence North 62° 14' 54" West 23.04 feet; thence South 81° 06' 04" East 15.47 feet to the point of beginning, and containing 1363 square feet of land, more or less.

  
Ciro L. Toma P.L.S. 3570 License expires 06/30/18

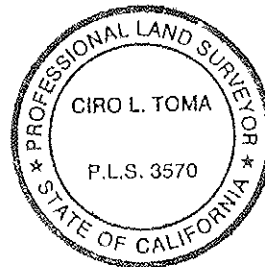
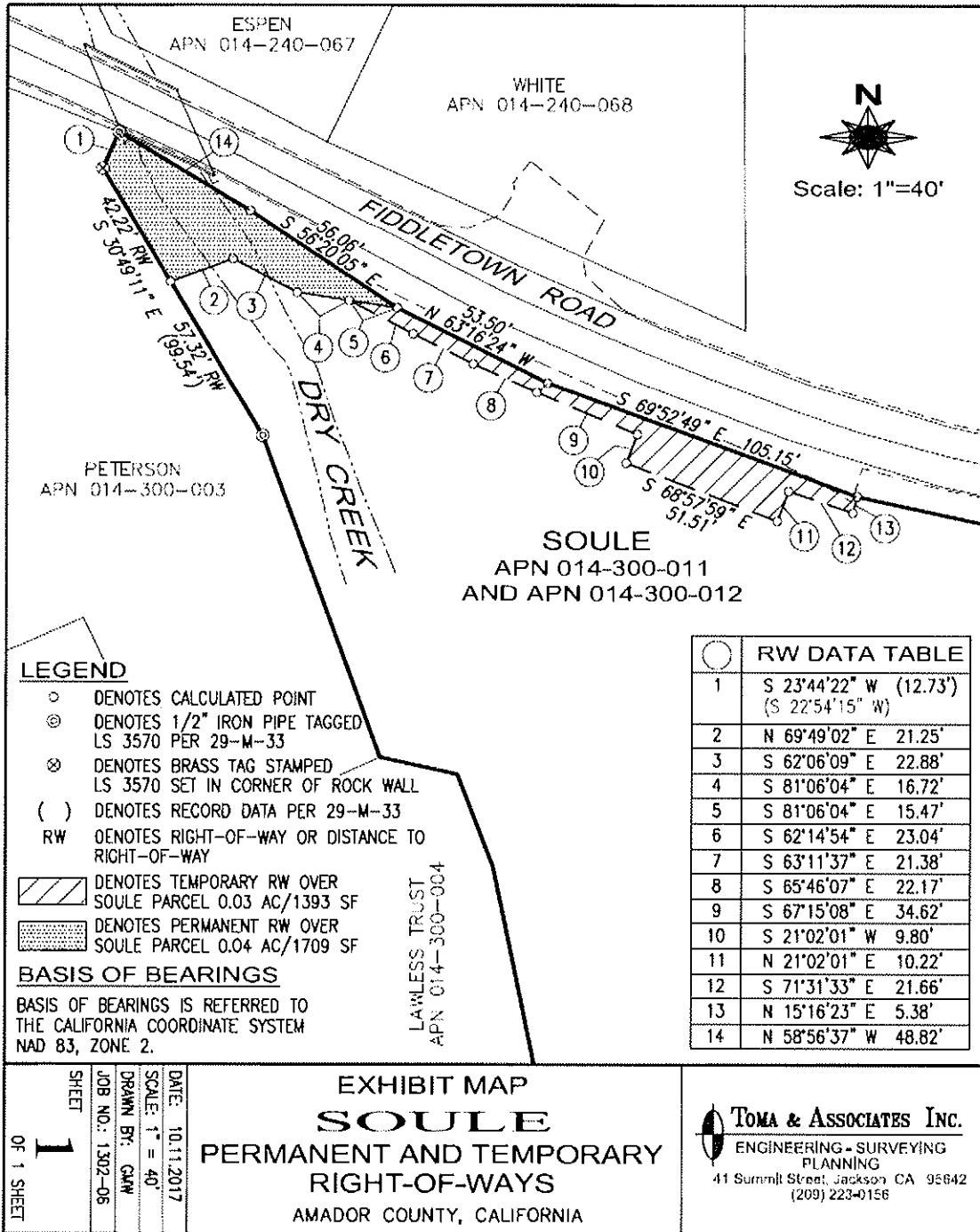


EXHIBIT B



**CERTIFICATE OF ACCEPTANCE**

**Government Code Section 27281**

THIS IS TO CERTIFY THAT the interest in real property conveyed by the Temporary Right of Way Deed dated \_\_\_\_\_, from ANNE SOULE, AN UNMARRIED WOMAN, (GRANTOR) to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (GRANTEE), is hereby accepted by order of the Amador County Board of Supervisors on \_\_\_\_\_, 2018 and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_, 2018

\_\_\_\_\_  
Lynn A. Morgan, Chairman  
Board of Supervisors of Amador County

ATTEST

\_\_\_\_\_  
Jennifer Burns  
Clerk of the Board of Supervisors

**Recording Requested by:**  
Amador County Department of Public Works

**When Recorded Mail Document to:**

Bender Rosenthal, Inc.  
Attention: Rebekah Green  
2825 Watt Avenue, Suite 200  
Sacramento, CA 95821

APNS: 014-300-012

### TEMPORARY RIGHT OF WAY DEED

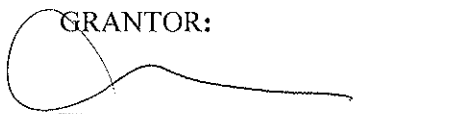
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This Temporary Right of Way shall be for the purpose of construction activities related to the Amador County Bridge Project including, but not limited to use for ingress and egress, road construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This Temporary Right of Way and its related purposes shall not in any way unreasonably impair GRANTOR'S use, access and ingress/egress of GRANTOR'S property situated within the remainder property currently owned by GRANTOR.

A Temporary Right of Way is needed for the purpose of construction activities related to construction of the Project. Permission is hereby granted to the County of Amador and its authorized agents to enter upon GRANTOR'S land on Assessor's Parcel Number 014-300-012 within those areas shown on the map attached hereto as "Exhibit B" – Temporary Right of Way for the purpose of undertaking and facilitating the work described herein and the construction of the County's Project Number 301691. Said Temporary Right of Way shall become effective upon Project Certification Date or no later than March 31, 2019 and shall terminate upon completion of construction, or in any event no later than 22-months from effective date.

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GRANTOR:



Anne Soule



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

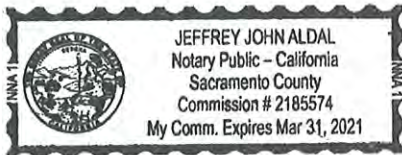
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State of California )  
County of Amador )  
On 10/8/18 before me, JEFFREY JOHN ALDAL, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Anne Soule  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

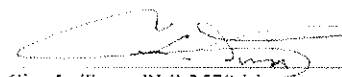
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**Temporary Right-of-Way over Soule**  
**APN 014-300-011 & APN 014-300-012**

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Ciro L. Toma PLS 3570 License expires 06/30/18

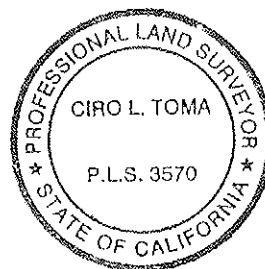
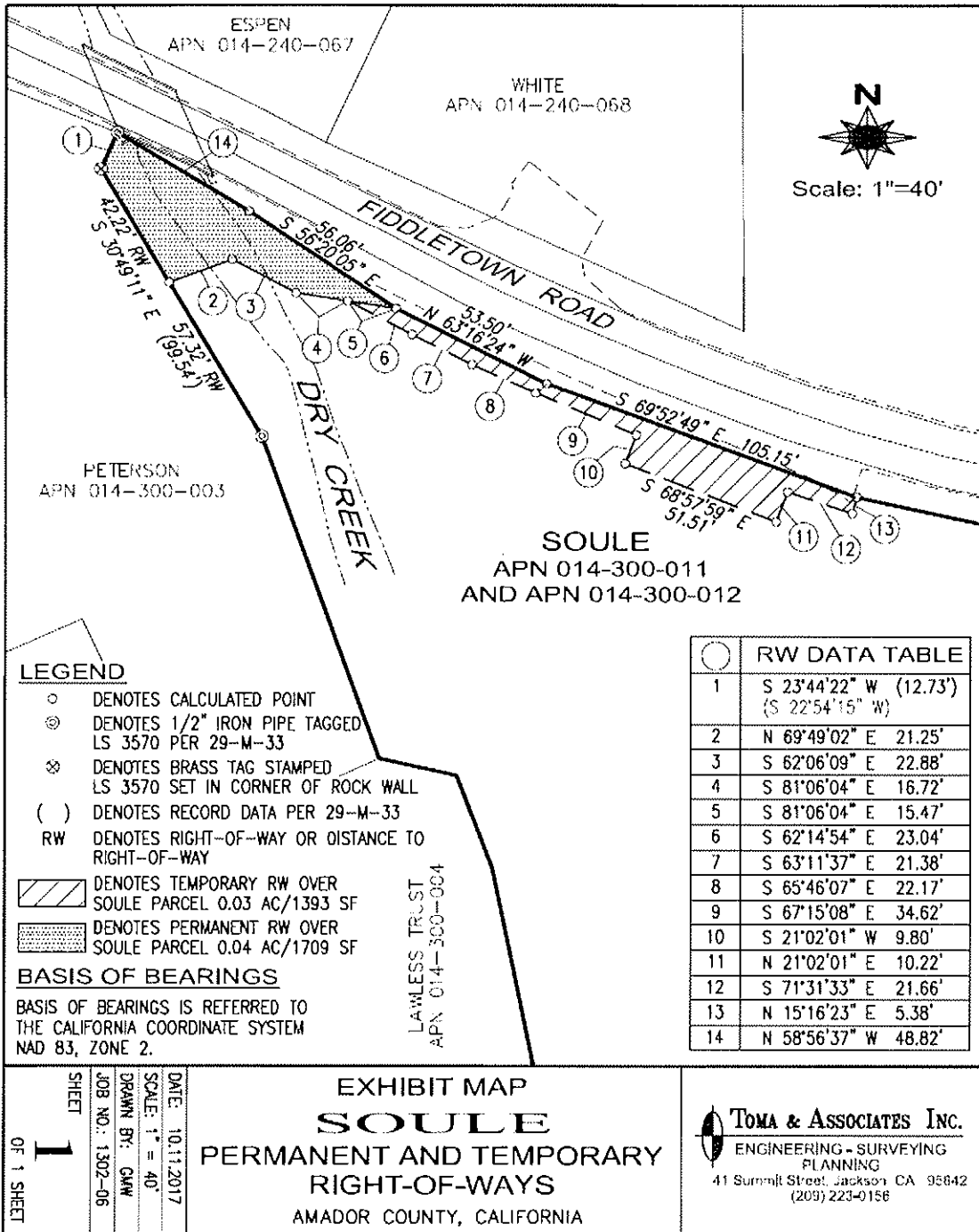


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**CERTIFICATE OF ACCEPTANCE**

**Government Code Section 27281**

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Dated \_\_\_\_\_, 2018

\_\_\_\_\_  
Lynn A. Morgan, Chairman  
Board of Supervisors of Amador County

ATTEST

\_\_\_\_\_  
Jennifer Burns  
Clerk of the Board of Supervisors

# ESCROW INSTRUCTIONS

Stacy Toma  
Western Land Title Company  
34 Summit Street, Suite A  
Jackson CA 95642

Project: Fiddletown Road Bridge Replacement  
Assessor Parcel No.: 014-300-011 & 014-300-012  
Owner: Soule  
Order No.: 40038-TO

Dear Ms. Toma:

This escrow will be closed in accordance with the Right of Way Contract executed by Anne Soule (“Seller”) and Amador County (“Buyer”). The following items have been checked to indicate the method in which this escrow is to be closed:

The sale price of this transaction is \$5,000.00

- X   Enclosed is a warrant in the sum of \$5,000.00
- X   Enclosed is a Permanent Right of Way Easement Deed and a Temporary Right of Way Deed with attached Certificates of Acceptance and a copy of the Right of Way Contract.
- X   Any taxes due shall be paid current from this escrow.
- X   Policy of Title Insurance shall be issued in the amount of \$3,670.00

Proceeds from this transaction are to be sent to Owner at: P. O. Box 8, Fiddletown, CA 95629

You are authorized to record any documents, disburse any monies, and close this escrow when you are able to issue a title policy naming the Amador County as Grantee, free and clear of all liens, and encumbrances except the following as shown in your preliminary report number 40038-TO, dated March 11, 2013.

## THE FOLLOWING EXCEPTION(S) MAY APPEAR IN THE TITLE POLICY

<u>Item No./Description</u>	<u>Justification</u>
1 & 3     Current Taxes	Current taxes shall be cleared and prorated effective close of escrow
5         Easement – Dry Creek	Said rights will not conflict with Agency’s use
6         Adverse Claim	Said rights will not conflict with Agency’s use


## THE FOLLOWING EXCEPTION(S) MAY NOT APPEAR IN THE TITLE POLICY:

<u>Item No./Description</u>	<u>Justification</u>
2         Lien of Supplemental Taxes	If any, shall be cleared and paid through escrow
4         AT&T – Easement	Located outside acquisition, exception to be removed
7         Deed of Trust	Partial Reconveyance and Subordination/Consent to be obtained prior to close of escrow

Buyer will pay for all costs of escrow and the policy of title insurance. The original policy together with two copies of title insurance, all recorded documents, and your billing should be sent to Rebekah Green at the close of escrow. If you have any questions or require further information, please contact Rebekah at 916-978-4900 or via email at r.green@benderrosenthal.com.

**INSTRUCTIONS FROM SELLER:** In addition to the foregoing, you are hereby authorized to record and/or deliver the attached document to Bender Rosenthal, Inc., Attn: Rebekah Green at 2825 Watt Avenue, Suite 200, Sacramento, CA 95821, upon receipt of a warrant in the amount shown above, less any demands for liens, judgments, delinquent taxes and/or utilities, delinquent child support and/or alimony, or encumbrances. You are also authorized to obtain any required Consent to Easement from the following trust deed holders:

**Seller: Anne Soule**

By:   
Anne Soule

**Buyer: Amador County**

By: \_\_\_\_\_  
Lynn A. Morgan, Chairman  
Amador County Board of Supervisors

Date: \_\_\_\_\_

Assessor Parcel #	Owner	Site Address	Project
014-300-011 and 014-300-012	Anne Soule	14704 and 14730 Fiddletown Road, Fiddletown, CA 95629	Amador County Dry Creek Bridge

Fiddletown, California  
Anne Soule

### PURCHASE AGREEMENT

This Agreement for Purchase of Property is between **Amador County, a political subdivision of the State of California (COUNTY), and Anne Soule, an unmarried woman (GRANTOR).**

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve COUNTY of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement project in the manner proposed.
- (B) COUNTY requires said property described in the Permanent Right of Way and Temporary Right of Way Deeds for road improvement purposes including bridge replacement/rehabilitation, a public use for which COUNTY has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and COUNTY is compelled to acquire the property.
- (C) Both GRANTOR and COUNTY recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. COUNTY shall:
  - (A) Pay the undersigned Grantor the sum of \$5,000 (FIVE THOUSAND DOLLARS AND 00/100) for the property or interest conveyed by above documents when title to said property vests in the name of COUNTY free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
    - (a) Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
    - (b) Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
    - (c) Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
  - (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by COUNTY, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Western Land Title Company, Escrow Number 40038-TO.

- (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
- (D) At no expense to GRANTOR and at the time of construction, the COUNTY shall:
- Conform existing driveway approach, replace/install appropriate driveway drainage;
  - Replace any existing fencing impacted by the project in like kind;
  - Protect the pipe fence adjacent to the southeast corner of the bridge and the rock wall/loading dock between the driveway and the manure pile will be protected in place and identified with High Visibility Fencing
  - Temporarily relocate manure pile during construction to the east side of the driveway, The box will be three sided, 8-feet each side and 4-feet tall, the contractor will dispose at the end of construction;
  - Replace the brick and wood manure structure with a modular block wall to facilitate the permanent location of the manure pile in its existing location;
  - Remove various brush and natural vegetation during construction and replace hydroseed composed of native species at the conclusion of the project. GRANTOR will have first right of refusal for the raw timber

This obligation shall survive the close of escrow in this transaction.

3. Permission is hereby granted COUNTY or its authorized agent to enter on GRANTOR'S land, where necessary, to complete work as described above in Clause 2(D) of this contract. GRANTOR understands and agrees that after completion of the work as described in Clause 2(D) of this contract said facilities will be considered as GRANTOR'S sole property and GRANTOR will be responsible for any future maintenance and repair.
4. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all damages, which may accrue to the GRANTOR S' remainder property by reason of its severance from the property conveyed herein and the construction and use of the proposed roadway project, including, but not limited to, any expense which GRANTOR may incur in restoring the utility of the remaining property.
5. The amount cited in Clause 2 (A) above includes payment for the Temporary Right of Way Deeds needed for the purpose of construction activities related to construction of the Project in the manner proposed. Permission is hereby granted to COUNTY and its authorized agents to enter upon GRANTOR'S land on Assessor's Parcel Numbers 014-300-011 and 014-300-012 within those areas shown on the map attached to the Temporary Right of Way Deeds for the purpose of undertaking and facilitating the work described herein and the construction of the County's Project No. 301691. Said Temporary Right of Way shall become effective upon Project Certification Date or no later than March 31, 2019 and shall terminate upon completion of construction, or in any event no later than 22-months from effective date.



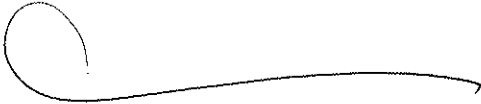
6. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust which pertains to only that portion of GRANTOR'S property acquired by COUNTY for their roadway improvement project.
7. COUNTY agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of COUNTY'S operations under this agreement. COUNTY further agrees to assume responsibility for any damages proximately caused by reason of its operations under this agreement and the COUNTY will, at its option, either repair or pay for such damage.
8. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or state law, COUNTY may elect to recover its cleanup costs from those who caused or contributed to the contamination.
9. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.

**SIGNATURE PAGE TO FOLLOW**

**ALL AGREEMENTS FOR PURCHASE OF PROPERTY ARE CONTINGENT UPON THE APPROVAL OF THE COUNTY BOARD OF SUPERVISORS.**

*In Witness Whereof*, the Parties vested have executed this agreement on \_\_\_\_ day of \_\_\_\_\_ 2018.

**GRANTOR:**



\_\_\_\_\_  
Anne Soule

10 - 8 - 18

\_\_\_\_\_  
Date

**COUNTY:**

AMADOR COUNTY

**APPROVED:**

By \_\_\_\_\_

Lynn A. Morgan, Chairman  
Amador County Board of Supervisors

**ATTEST:**


CLERK OF THE BOARD OF SUPERVISORS  
AMADOR COUNTY

By \_\_\_\_\_

Jennifer Burns  
Clerk of the Board of Supervisors

**RECOMMENDED FOR APPROVAL:**

By \_\_\_\_\_

  
Jeff Aldal  
Senior Right Way Agent

**No Obligation Other Than Those Set Forth Herein Will Be Recognized**

**EXHIBITS TO FOLLOW**

**Recording Requested By:**  
**Amador County**  
**Department of Transportation and Public Works**

**WHEN RECORDED RETURN TO:**

Bender Rosenthal, Inc.  
Attention: Rebekah Green  
2825 Watt Avenue, Suite 200  
Sacramento, CA 95821

---

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

**APN: 014-300-011**  
**Amador County Bridge Project**

**PERMANENT RIGHT OF WAY DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ANNE SOULE, AN UNMARRIED WOMAN (GRANTOR) hereby GRANTS to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, (COUNTY) a Permanent Right-of-Way in, over, across, and upon that certain property located within the Townsite of Fiddletown, Amador County, State of California, described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018

**GRANTOR:**

---

Anne Soule

# EXHIBIT A

## LEGAL DESCRIPTION Permanent Right-of-Way over Soule APN 014-300-011

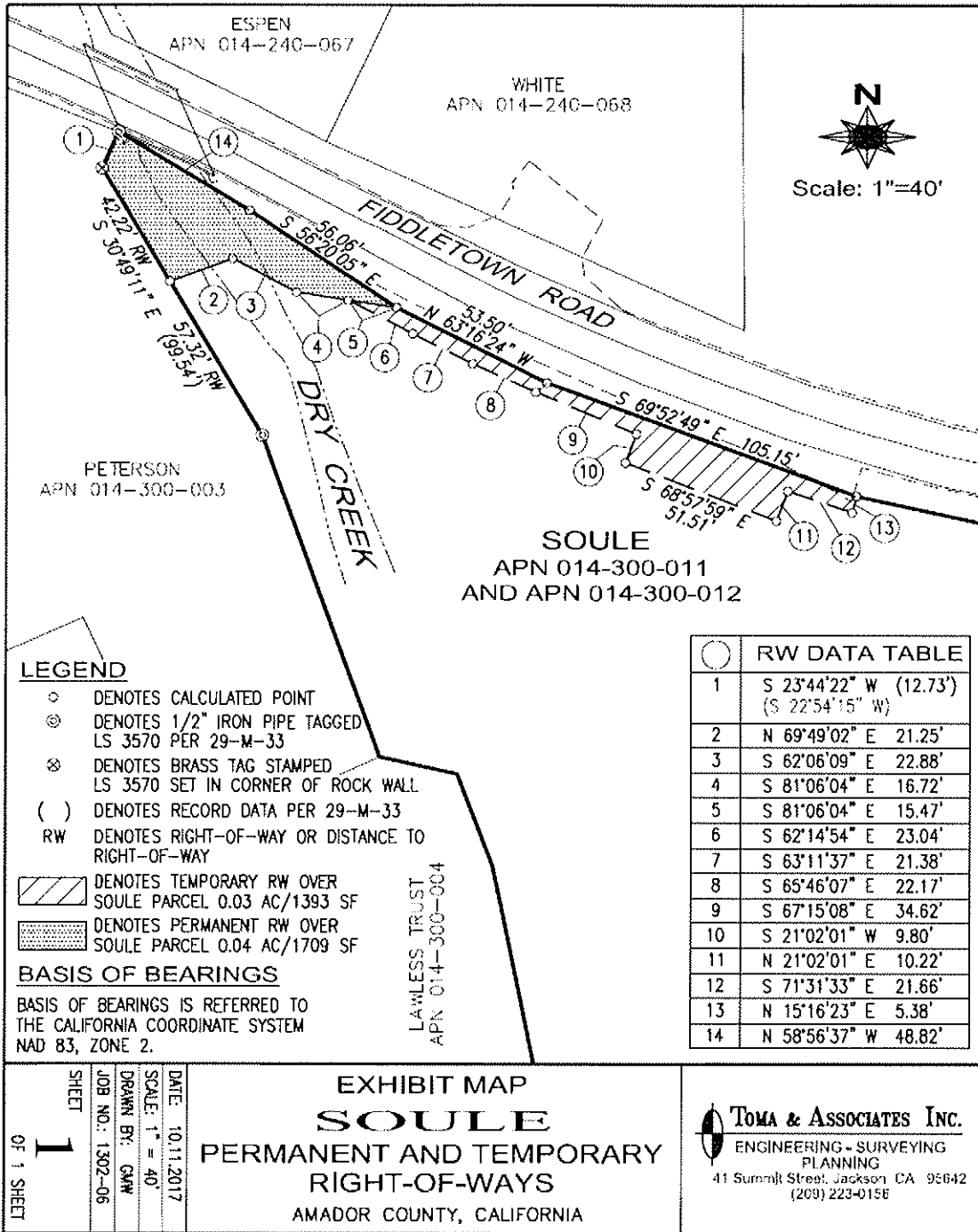
A permanent right-of-way lying within the Townsite of Fiddletown, County of Amador, State of California, and being on, over, and across a portion of that certain parcel of land conveyed to Anne Soule by instrument filed for record in the office of the Recorder of Amador County as Document 2002-0010784, and said permanent right of way being more particularly described as follows:

Beginning at the Northeast corner of "PARCEL 1 1.26 Ac.", as shown and so designated upon that certain official map entitled "PARCEL MAP No. 1690 for WILLIAM LAWLESS, et. ux.", and filed for record in the office of the Recorder of Amador County in Book 29 of Maps and Plats at Pages 33 & 34; thence, from said point of beginning, along the Easterly lines of said Parcel 1, South 23° 44' 22" West 12.73 feet; thence South 30° 49' 11" East 42.22 feet; thence, leaving said East line of Parcel 1, North 69° 49' 02" East 21.25 feet; thence South 62° 06' 09" East 22.88 feet; thence South 81° 06' 04" East 16.72 feet; thence continuing South 81° 06' 04" East 15.47 feet to the South line of Fiddletown Road; thence, along said South line, North 56° 20' 05" West 56.06 feet; thence North 58° 56' 37" West 48.82 feet to the point of beginning, and containing 1709 square feet of land, more or less.

  
Ciro L. Toma PLS 3570 License expires 06/30/18



# EXHIBIT B



SHEET  
**1**  
OF 1 SHEET

DATE: 10.11.2017  
SCALE: 1" = 40'  
DRAWN BY: GAW  
JOB NO.: 1302-06

**EXHIBIT MAP**  
**SOULE**  
**PERMANENT AND TEMPORARY**  
**RIGHT-OF-WAYS**  
AMADOR COUNTY, CALIFORNIA

**TOMA & ASSOCIATES INC.**  
ENGINEERING - SURVEYING  
PLANNING  
41 Summit Street, Jackson, CA 95642  
(209) 223-0158

**CERTIFICATE OF ACCEPTANCE**

**Government Code Section 27281**

THIS IS TO CERTIFY THAT the interest in real property conveyed by the Permanent Right of Way Deed dated \_\_\_\_\_, from ANNE SOULE, AN UNMARRIED WOMAN, (GRANTOR) to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (COUNTY), is hereby accepted by order of the Amador County Board of Supervisors on \_\_\_\_\_, 2018 and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_, 2018

\_\_\_\_\_  
Lynn A. Morgan, Chairman  
Board of Supervisors of Amador County

ATTEST

\_\_\_\_\_  
Jennifer Burns  
Clerk of the Board of Supervisors

**Recording Requested by:**  
Amador County Department of Public Works

**When Recorded Mail Document to:**

Bender Rosenthal, Inc.  
Attention: Rebekah Green  
2825 Watt Avenue, Suite 200  
Sacramento, CA 95821

---

APN: 014-300-011

**TEMPORARY RIGHT OF WAY DEED**

For valuable consideration receipt of which is hereby acknowledged ANNE SOULE, AN UNMARRIED WOMAN (GRANTOR) hereby GRANTS to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, (GRANTEE) a Temporary Right of Way over, under, upon and across all that real property, situated within the Townsite of Fiddletown, Amador County, State of California, as described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.

This Temporary Right of Way shall be for the purpose of construction activities related to the Amador County Bridge Project including, but not limited to use for ingress and egress, road construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This Temporary Right of Way and its related purposes shall not in any way unreasonably impair GRANTOR'S use, access and ingress/egress of GRANTOR'S property situated within the remainder property currently owned by GRANTOR.

A Temporary Right of Way is needed for the purpose of construction activities related to construction of the Project. Permission is hereby granted to Amador County and its authorized agents to enter upon GRANTOR'S land on Assessor's Parcel Number 014-300-011 within those areas shown on the map attached hereto as "Exhibit B" – Temporary Right of Way for the purpose of undertaking and facilitating the work described herein and the construction of the County's Project Number 301691. Said Temporary Right of Way shall become effective upon Project Certification Date or no later than March 31, 2019 and shall terminate upon completion of construction, or in any event no later than 22-months from effective date.

IN WITNESS WHEREOF, Grantor, executed this Temporary Right of Way Deed as of \_\_\_\_\_, 2018.

GRANTOR:

\_\_\_\_\_  
Anne Soule

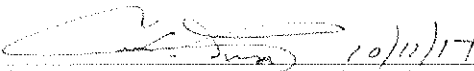


**EXHIBIT A**

**LEGAL DESCRIPTION**  
**Temporary Right-of-Way over Soule**  
**APN 014-300-011 & APN 014-300-012**

A temporary right-of-way lying within the Townsite of Fiddletown, County of Amador, State of California, and being on, over, and across a portion of that certain parcel of land conveyed to Anne Soule by instrument filed for record in the office of the Recorder of Amador County as Document 2002-0010784, and said temporary right of way being more particularly described as follows:

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Ciro L. Toma PLS 3570 License expires 06/30/18

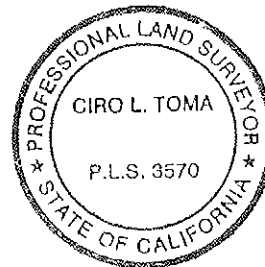
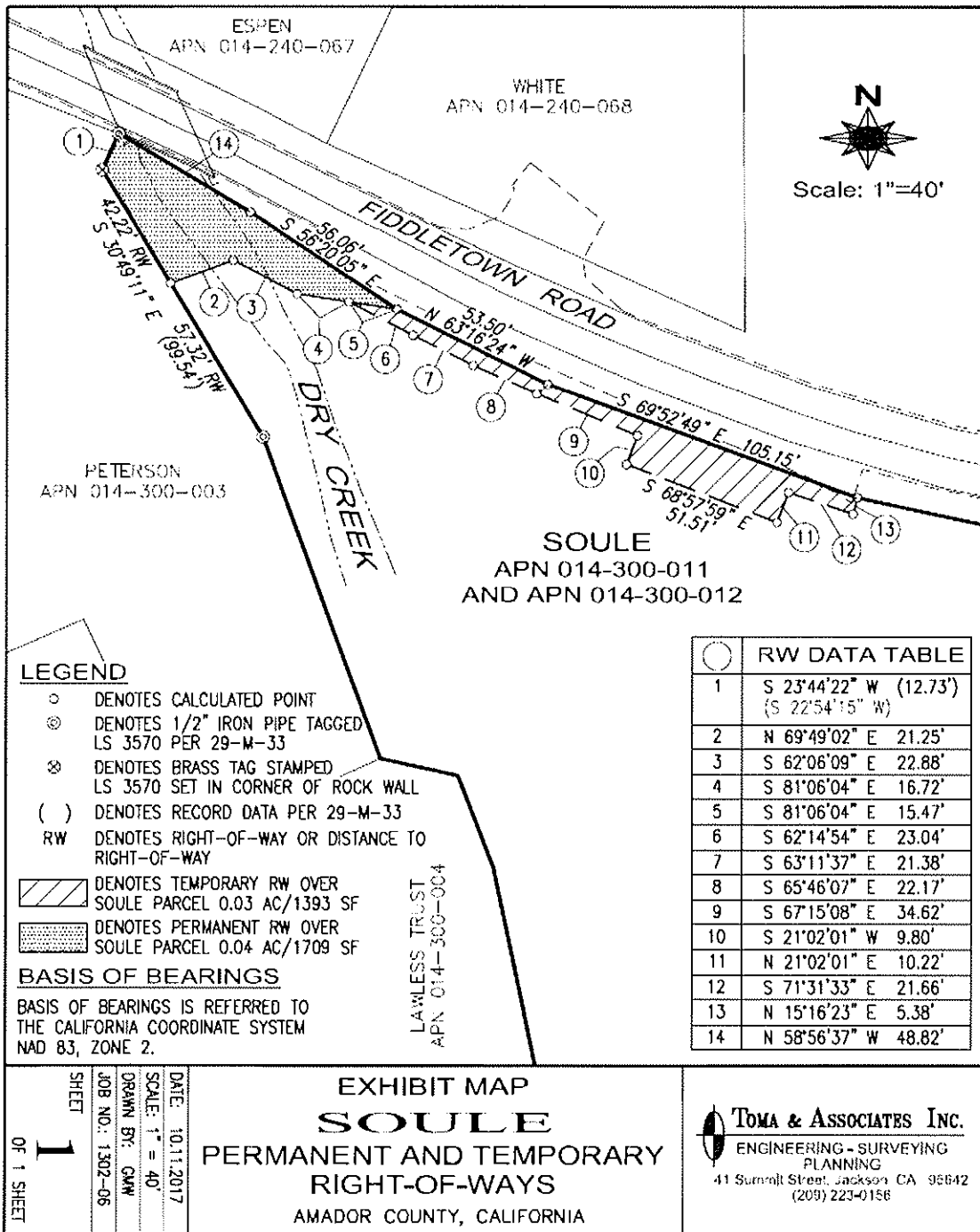


EXHIBIT B



**LEGEND**

- DENOTES CALCULATED POINT
- ⊙ DENOTES 1/2" IRON PIPE TAGGED  
LS 3570 PER 29-M-33
- ⊗ DENOTES BRASS TAG STAMPED  
LS 3570 SET IN CORNER OF ROCK WALL
- ( ) DENOTES RECORD DATA PER 29-M-33
- RW DENOTES RIGHT-OF-WAY OR DISTANCE TO  
RIGHT-OF-WAY

- DENOTES TEMPORARY RW OVER  
SOULE PARCEL 0.03 AC/1393 SF
- DENOTES PERMANENT RW OVER  
SOULE PARCEL 0.04 AC/1709 SF

**BASIS OF BEARINGS**  
BASIS OF BEARINGS IS REFERRED TO  
THE CALIFORNIA COORDINATE SYSTEM  
NAD 83, ZONE 2.

○	RW DATA TABLE
1	S 23°44'22" W (12.73') (S 22°54'15" W)
2	N 69°49'02" E 21.25'
3	S 82°06'09" E 22.88'
4	S 81°06'04" E 16.72'
5	S 81°06'04" E 15.47'
6	S 62°14'54" E 23.04'
7	S 63°11'37" E 21.38'
8	S 65°46'07" E 22.17'
9	S 67°15'08" E 34.62'
10	S 21°02'01" W 9.80'
11	N 21°02'01" E 10.22'
12	S 71°31'33" E 21.66'
13	N 15°16'23" E 5.38'
14	N 58°56'37" W 48.82'

DATE: 10.11.2017  
SCALE: 1" = 40'  
DRAWN BY: GAW  
JOB NO.: 1302-06  
SHEET  
OF 1 SHEET

**EXHIBIT MAP**  
**SOULE**  
**PERMANENT AND TEMPORARY**  
**RIGHT-OF-WAYS**  
AMADOR COUNTY, CALIFORNIA

**TOMA & ASSOCIATES INC.**  
ENGINEERING - SURVEYING  
PLANNING  
41 Summit Street, Jackson, CA 95842  
(209) 223-0156

**CERTIFICATE OF ACCEPTANCE**

**Government Code Section 27281**

THIS IS TO CERTIFY THAT the interest in real property conveyed by the Temporary Right of Way Deed dated \_\_\_\_\_, from ANNE SOULE, AN UNMARRIED WOMAN, (GRANTOR) to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA (GRANTEE), is hereby accepted by order of the Amador County Board of Supervisors on \_\_\_\_\_, 2018 and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_, 2018

\_\_\_\_\_  
Lynn A. Morgan, Chairman  
Board of Supervisors of Amador County

ATTEST

\_\_\_\_\_  
Jennifer Burns  
Clerk of the Board of Supervisors

**Recording Requested by:**  
Amador County Department of Public Works

**When Recorded Mail Document to:**

Bender Rosenthal, Inc.  
Attention: Rebekah Green  
2825 Watt Avenue, Suite 200  
Sacramento, CA 95821

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APNS: 014-300-012

**TEMPORARY RIGHT OF WAY DEED**

For valuable consideration receipt of which is hereby acknowledged ANNE SOULE, AN UNMARRIED WOMAN (GRANTOR) hereby GRANTS to AMADOR COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, (GRANTEE) a Temporary Right of Way over, under, upon and across all that real property, situated within the Townsite of Fiddletown, Amador County, State of California, as described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.

This Temporary Right of Way shall be for the purpose of construction activities related to the Amador County Bridge Project including, but not limited to use for ingress and egress, road construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This Temporary Right of Way and its related purposes shall not in any way unreasonably impair GRANTOR'S use, access and ingress/egress of GRANTOR'S property situated within the remainder property currently owned by GRANTOR.

A Temporary Right of Way is needed for the purpose of construction activities related to construction of the Project. Permission is hereby granted to the County of Amador and its authorized agents to enter upon GRANTOR'S land on Assessor's Parcel Number 014-300-012 within those areas shown on the map attached hereto as "Exhibit B" – Temporary Right of Way for the purpose of undertaking and facilitating the work described herein and the construction of the County's Project Number 301691. Said Temporary Right of Way shall become effective upon Project Certification Date or no later than March 31, 2019 and shall terminate upon completion of construction, or in any event no later than 22-months from effective date.

IN WITNESS WHEREOF, Grantor, executed this Temporary Right of Way Deed as of \_\_\_\_\_, 2018.

GRANTOR:


\_\_\_\_\_  
Anne Soule

**EXHIBIT A**

**LEGAL DESCRIPTION**  
**Temporary Right-of-Way over Soule**  
**APN 014-300-011 & APN 014-300-012**

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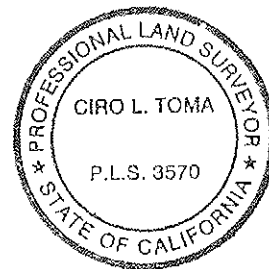


EXHIBIT B

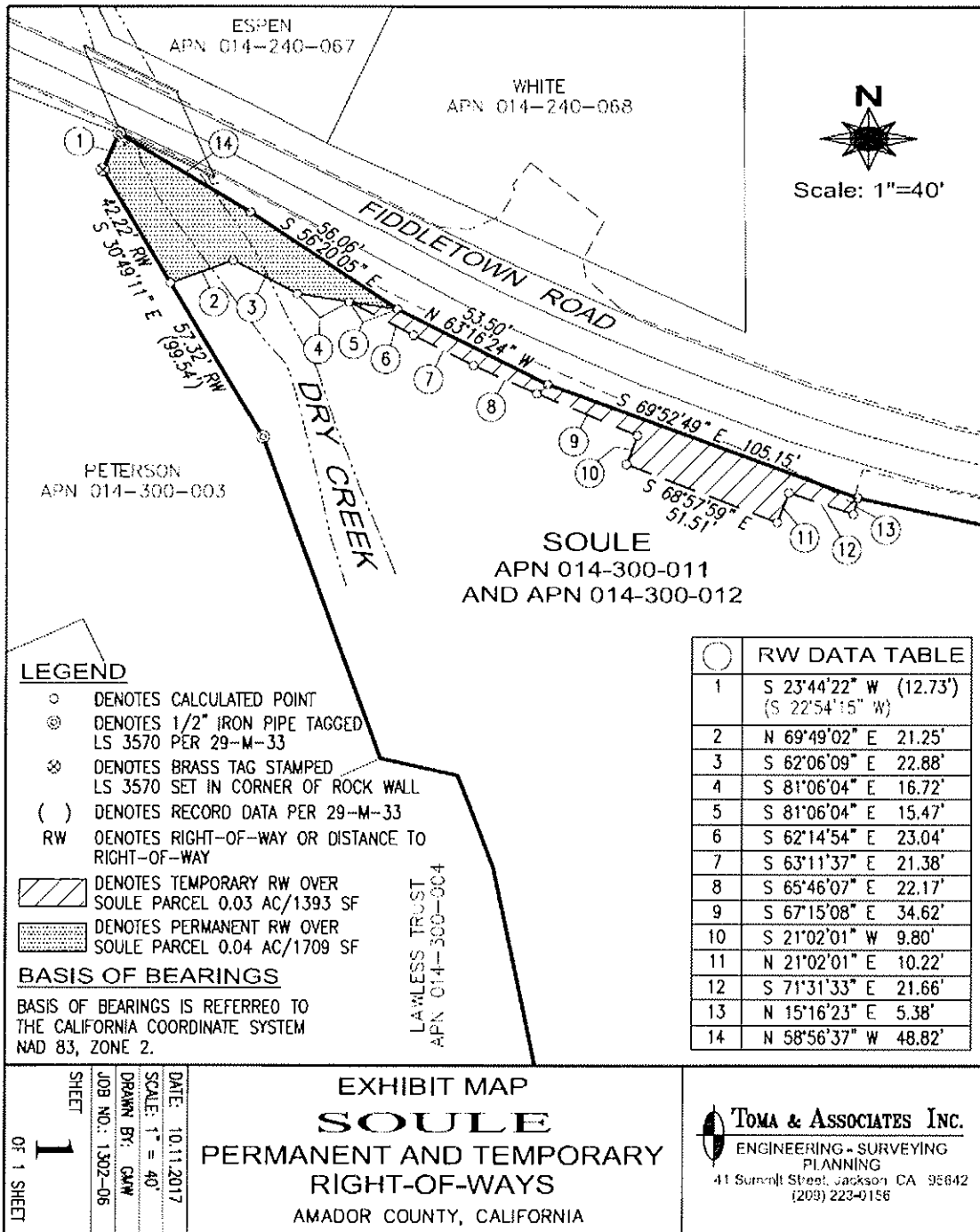


EXHIBIT MAP  
**SOULE**  
PERMANENT AND TEMPORARY  
RIGHT-OF-WAYS  
AMADOR COUNTY, CALIFORNIA

**TOMA & ASSOCIATES INC.**  
ENGINEERING • SURVEYING  
PLANNING  
41 Suncoil Street, Jackson, CA 95842  
(209) 223-0156

DATE: 10/11/2017  
SCALE: 1" = 40'  
DRAWN BY: GAW  
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SHEET  
**1**  
OF 1 SHEET

**CERTIFICATE OF ACCEPTANCE**

**Government Code Section 27281**

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Dated \_\_\_\_\_, 2018

\_\_\_\_\_  
Lynn A. Morgan, Chairman  
Board of Supervisors of Amador County

ATTEST

\_\_\_\_\_  
Jennifer Burns  
Clerk of the Board of Supervisors

# Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: December 4, 2018

## **SUBJECT**

Public Works: Second Amendment to Consulting Services Agreement (CSA) with Mark Thomas & Company, Inc. for the State Route 88 / Pine Grove Corridor Improvement Project

## **Recommendation:**

Authorize Chair to sign Second Amendment

## **4/5 vote required:**

No

## **Distribution Instructions:**

Public Works

## **ATTACHMENTS**

- [2018-11-16\\_Mark Thomas 2nd Amendment.pdf](#)
- [2018-11-13\\_15-05 SR88-PG AM2.pdf](#)





AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
**TRANSPORTATION & PUBLIC WORKS**

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: [www.amadorgov.org](http://www.amadorgov.org)

EMAIL: [PublicWorks@amadorgov.org](mailto:PublicWorks@amadorgov.org)

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

## MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jered Reinking, Public Works Director

**DATE:** November 16, 2018

**SUBJECT:** Second Amendment to Consulting Services Agreement (CSA)  
Mark Thomas & Company, Inc.  
State Route 88 / Pine Grove Corridor Improvement Project

**CONTACT:** Jered Reinking (223-6226)

### Overview

This Amendment request is a result of coordination with Caltrans to complete the Supplemental Project Report and Environmental Revalidation, and advance PS&E for the project. This amendment covers extra work required for:

- Supplemental Ground Surveying (Caltrans overlaid and did some construction on Hwy 88 this summer) = \$13,678.10
- Additional Geotechnical Review = \$355
- Additional Traffic Analysis = \$14,530.70
- Additional Environmental Review = \$23,912.30

The amendment also covers reallocation of certain budgeted amounts between tasks. Some tasks are no longer needed, or are reduced, enabling the shifting of budgeted project funds. We needed to allow certain preliminary right-of-way support tasks to move forward over the past summer, primarily field surveying to establish property boundaries, etc. so Caltrans could approve baseline survey data prior to the County starting R/W appraisal and acquisition. The original contract amount was \$1,761,689.28. Amendment No.1, which added environmental support services, increased the CSA to \$1,794,816.22. The net extra cost for the proposed Amendment No.2 is \$52,476.10, which will increase the CSA amount to \$1,847,292.32.

### Requested Actions:

1. Authorize Chair to sign Second Amendment to Consulting Services Agreement with Mark Thomas & Company, Inc.

### Fiscal Impact

This work is funded with revenue from the Regional Transportation Improvement Program (RTIP). The additional project expense for Amendment No.2 is funded by contingency funds currently included as part of the overall project budget. Amador County (County) is receiving reimbursement for eligible project expenses by invoicing Caltrans directly. The project is included in Fiscal Year 2018-19 Approved Department Budget.

Attachments:  
Amendment No. 2

**SECOND AMENDMENT TO AGREEMENT BETWEEN AMADOR COUNTY AND  
MARK THOMAS & COMPANY, INC. FOR CONSULTING SERVICES**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES (this "Second Amendment") is made as of December \_\_\_\_, 2018 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and MARK THOMAS & COMPANY, INC., a California corporation ("Consultant").

RECITALS

A. County and Consultant executed an Agreement For Consulting Services (the "Original Agreement") dated October 25, 2016 whereby Consultant agreed to provide certain professional services upon the terms and conditions set forth in the Original Agreement. The Original Agreement was modified by that certain First Amendment dated as of April 25, 2017. The Original Agreement, as modified by the First Amendment, is referred to herein as the "Agreement."

B. County and Consultant desire to modify the Agreement as set forth in this Second Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Subsection 1.1 of Section 1 SERVICES TO BE RENDERED BY CONSULTANT is amended by adding the Work listed on Attachment A to this Second Amendment, attached and incorporated by this reference, as additional services to be performed by Consultant. Compensation for the additional Work described herein shall be paid as set forth on Attachment A.

2. Subsection 4.3 of Section 4 TERM; TERMINATION OF AGREEMENT is amended by changing the first sentence to read as follows:

"The maximum amount for which the County shall be liable if the Agreement is terminated is \$1,847,292.32."

3. Subsection 6.2 of Section 6 COMPENSATION TO CONSULTANT is amended by changing the first sentence to read as follows:

"In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$134,674.71."

4. Subsection 6.8 of Section 6 COMPENSATION TO CONSULTANT is amended by changing the first sentence to read as follows:

“The total amount payable by the County including the fixed fee shall not exceed One Million Eight Hundred Forty-Seven Thousand Two Hundred Ninety-Two Dollars and Thirty-Two Cents (\$1,847,292.32).”


5. Except as set forth in this Second Amendment, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first set forth above.

COUNTY:

CONSULTANT:

BY: \_\_\_\_\_  
Chair, Board of Supervisors

BY:  \_\_\_\_\_  
Mark Thomas & Company, Inc.

Federal I.D. No.: 94-1451490

APPROVED AS TO FORM:  
GREGORY GILLOTT, AMADOR  
COUNTY COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

## **ATTACHMENT A – SCOPE OF WORK**

PROJECT NAME: SR 88 / Pine Grove Corridor Improvement Project - Task Order 2

Except as modified in this Attachment A, the Scope of Work Includes:

- 1) RFQ 15-05 Professional Engineering Services for State Route 88 / Pine Grove Corridor Improvement Project
- 2) SOQ 15-05 Mark Thomas & Company submitted May 14, 2015
- 3) Mark Thomas & Company Task Order #2 April 26, 2016
- 4) Mark Thomas Contract Amendment 1 Task Order #2 March 21, 2017
- 5) Mark Thomas Contract Amendment 2 Task Order #2 November 6, 2018

### **Task 2 Final Design Services (PS&E Phase)**

Upon notice from the County, the Consultant will proceed with final design services for "PHASE 1." The scope of services will include all work necessary to produce final plans, specifications and estimates acceptable to the County and Caltrans. The successful firm shall demonstrate competency in all fields of expertise required to perform the scope of services and provide continuous availability of the qualified personnel proposed to perform the services required.

All project services and deliverables shall adhere to current Caltrans and Federal Highway Administration requirements and standards within the limits of the State right of way. Any work beyond the limits of the State right-of-way must adhere to current standards for the County.

Any work performed by the Consultant or any contractor, sub-contractor, or sub consultant employed by the Consultant shall adhere to the applicable sections of the Labor Code.

The Consultant will perform professional and technical engineering services to prepare PS&E documents and related activities. The PS&E task shall consist generally of final design activities necessary for the preparation of a complete set of plans, specifications (Special Provisions), construction quantities and cost estimates for the proposed project. The final project plans shall include all necessary plan sheets required for the complete construction of the project and any additional plan sheets required by the County, Caltrans and by other stakeholders/reviewing agencies/permitting agencies. These plan sheets shall include, but are not limited to, the plan drawings prescribed in the most current edition of the Caltrans Drafting and Plans Manual of Instructions at the time of final PS&E submittal. In addition, the Consultant shall be responsible for the preparation, submittal, and approval of all accompanying documents (i.e. various design reports, design exceptions, supplemental fact sheets, utility relocations, permits, agreements, reports, survey notes, slope stake notes, etc.).

The overall design will be based on the most current Caltrans design standards regulations, policies, procedures and manuals. All submittals shall be compatible to Caltrans most recent Computer Aided Drafting Design (CADD) programs and policies. Compliance with Federal Highway Administration requirements is also necessary. The PS&E submittal shall be in accordance with the most current edition of the Caltrans Plans Specifications and Estimates Guide at the time of the final PS&E submittal.

The Consultant shall supplement available mapping as required (and approved by the County) for design purposes. Additional field surveys, when necessary, shall be performed by the Consultant to determine existing topography and establish construction survey controls for tying into existing facilities. The Consultant shall coordinate project development with all concerned agencies and shall secure required permits. Coordination will also be required with existing consultants as directed by the County.

Project progress meetings and reporting will include meetings between the County staff and the Consultant. Meetings will be held as often as deemed necessary. The Consultant will be required to prepare a monthly report on work accomplished in the previous month, the status of the project progress, project schedule, project budget, and any modifications to the base construction cost estimate. Project Development Team (PDT) meetings with Caltrans and other project stakeholders will be held at approximately one-month intervals. Minutes of the meetings will be prepared by the Consultant, approved by the County, and furnished to attendees within one week of the meeting.



November 6, 2018

File No. SA-16129

Mr. Jered Reinking, PE  
 Amador County Department of Transportation & Public Works  
 810 Court Street  
 Jackson, CA 95642

**RE: SR88/PINE GROVE IMPROVEMENT PROJECT – CONTRACT AMENDMENT #2 REQUEST  
 TASK ORDER #2**

Dear Mr. Reinking:

At your request, Mark Thomas formally requests to reallocate existing budgets in order to move forward with some preliminary right-of-way work. The attached scope of work outlines the right-of-way services to be completed. The reallocations are itemized in the following tasks below:

Phase	Task	Description of Work	Previous Budget	Reallocation	Current Budget
300	006	3.6 Right-of-Way Support (Miscellaneous)	\$0.00	\$87,754.00	\$87,754.00
400	004	4.1.3 100% Roadway Plans	\$38,134.00	-\$13,134.00	\$25,000.00
400	008	4.2.3 100% Roadway Plans	\$56,462.00	-\$31,462.00	\$25,000.00
400	014	4.8 Pavement Rehabilitation PS&E	\$27,863.00	-\$27,863.00	\$0.00
400	015	4.9 Final Plan Preparation	\$27,645.00	-\$15,295.00	\$12,350.00
			<b>\$150,104.00</b>	<b>\$ 0.00</b>	<b>\$150,104.00</b>

This reallocation is intended to cover right-of-way support. However, prior to finalizing PS&E, we will require the reallocated budgets in order to complete the PS&E tasks.

Crawford & Associates requests to reallocate their other direct expenses (ODCs) to an existing labor task. Reallocations are itemized in the following tasks below:

Phase	Task	Description of Work	Original Budget	Reallocation	Current Budget
780	201	2.6 Update ISA Memo, ADL & Asbestos Testing	\$20,510.00	\$11,000.00	\$31,510.00
780	299	Reimburseables	\$16,035.00	-\$11,000.00	\$5,035.00
			<b>\$36,545.00</b>	<b>\$ 0.00</b>	<b>\$36,545.00</b>



As you know, GPA has been working towards completing the environmental revalidation for the State Route 88 Pine Grove Corridor Improvement project. The attached scope of work and cost proposal is based on our understanding of additional tasks to be completed to support CEQA/NEPA Revalidation for the project, as identified by Caltrans in their review of the technical studies originally prepared for the project, provided on October 9, 2017, and in subsequent email and telephone communications with Caltrans staff.

In addition, as we have discussed, Caltrans recently completed an overlay of the existing pavement on SR88. This overlay was completed after our original surveys were completed, and Caltrans did not inform us that this work was planned. As such, Mark Thomas will need to perform additional topographic survey on State Route 88 to verify existing pavement elevations and grades following the completion of Caltrans' overlay project. The additional topo points will be processed and joined with the existing surface for use in PS&E moving forward. This work is outside the original scope of work.

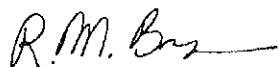
Fehr & Peers will provide additional effort, beyond what is typical, to complete the Traffic Operations Analysis Report and assist Mark Thomas in preparing Policy Exception for side streets that do not meet Caltrans traffic 20-year operations criteria. This work is outside of the original scope of work.

Attached are Mark Thomas', GPA's, InContext (sub to GPA) and Fehr & Peers scopes and updated 10-H Forms which includes the additional work, along with scopes and 10-H Forms from Crawford & Associates for registered geologist stamping. The rates and costs within these 10H forms are consistent with what is included in the amendment for Task Order #2. The total for the additional scope is **\$52,476.10**.

Thank you for considering this request. We have appreciated working with the County to deliver the project this far and look forward to completing the final design effort. If you have any questions regarding the scope of work or need any additional information, please feel free to contact me.

Sincerely,

MARK THOMAS



Matt Brogan  
Principal/Vice President

Attachments



# SCOPE OF WORK

## PROJECT UNDERSTANDING

Mark Thomas will coordinate the following Scope of Work with the Project Team to support CEQA/NEPA Revalidation and Right of Way activities for the project, as identified by Caltrans in their review of the technical studies originally prepared for the project and anticipated design changes to plans and estimate based on discussions with property owners during right of way acquisition activities.

## TASK 2. PRELIMINARY ENGINEERING

### Task 2.2 Supplemental Survey & Base Mapping

Mark Thomas will perform additional topographic survey on State Route 88 to verify existing pavement elevations and grades following the completion of Caltrans' overlay project. The additional topo points will be processed and joined with the existing surface for use in PS&E moving forward.

### Task 2.7 Supplemental Traffic Analysis Memo

Fehr & Peers will complete the following transportation services tasks for the Transportation Operations Analysis Report:

- Preparation of Draft Final Supplemental Traffic Operations Analysis Report (STOAR) for review and comment by Caltrans District 10 Highway Operations
- Preparation of Phase A Project (Volcano Road - Pine Grove Elementary School outbound driveway) traffic operations analysis for Construction Year 2024 and Design Year 2044 AM and PM Peak Hour Conditions
- Respond to additional comments from Caltrans District 10 Highway Operations on the November 2017 Supplemental Traffic Operations Analysis Report (STOAR)
- Complete preparation of December 2017 Supplemental Traffic Operations Analysis Report (STOAR) for review and comment by Caltrans District 10 Highway Operations
- Respond to additional comments from Caltrans District 10 Highway Operations on the December 2017 Supplemental Traffic Operations Analysis Report (STOAR)
- Assist Mark Thomas address additional Caltrans District 10 comments on the Traffic Geometric Approval Drawing (GAD)
- Attend Project Development Team meetings with Mark Thomas, Amador County, and Caltrans to discuss the results of the Phase A Project (Volcano Road - Pine Grove Elementary School outbound driveway) traffic operations analysis for Construction Year 2024 and Design Year 2044 AM and PM Peak Hour Conditions in Stockton, CA

- Complete preparation of January 2018 Final Supplemental Traffic Operations Analysis Report (FSTOAR) for approval by Caltrans District 10 Highway Operations
- Receive January 23, 2018 approval letter for the Final Supplemental Traffic Operations Analysis Report (FSTOAR) from Vu H. Nguyen – Highway Operations Branch Chief for Caltrans District 10

## **Task 2.9. Geologist Review**

A Paleontology Memorandum was approved for the project in July 2013. During Caltrans' review of the memo, Caltrans identified that a Registered Geologist must review the Memorandum to verify concurrence with the description of the geological setting presented in the Memorandum, and stamp the Memorandum with a Registered Geologist's stamp. Crawford & Associates will provide review and stamp of Paleontological Memorandum to Caltrans for inclusion in the project's Administrative Record.

### ***TASK 2 DELIVERABLES:***

- Registered Geologist's Stamp on the July 2013 Paleontological Memorandum

## **TASK 3. RIGHT OF WAY AND UTILITY CERTIFICATION ACTIVITIES**

### **Task 3.6. Right of Way Support (Miscellaneous)**

Bender Rosenthal will perform appraisal and acquisition services (under a separate contract) for the project. Mark Thomas will provide design support during Bender Rosenthal's discussions with property owners. Items of work to be performed by the County's Contractor as a condition of right of way agreements will be incorporated into the project plans under this task.

### ***TASK 3 DELIVERABLES:***

- Right of Way Support

COST PROPOSAL

CONTRACT No. SR 88 / Pine Grove Corridor Improvement (Task Order #2)  
CONSULTANT Mark Thomas & Company

Date 16-Oct-18

DIRECT LABOR

Classification	Name	Range	Hours	Average Hourly Rate	Total
Principal	<u>Matt Brogan</u>	<u>105.00-115.00</u>	<u>0</u>	<u>@ \$ 115.00</u>	<u>\$ -</u>
Structural Manager		<u>84.50-104.99</u>	<u>0</u>	<u>@ \$ 89.39</u>	<u>\$ -</u>
Engineering Manager V		<u>103.49-115.00</u>	<u>0</u>	<u>@ \$ 108.67</u>	<u>\$ -</u>
Engineering Manager IV		<u>93.50-105.99</u>	<u>0</u>	<u>@ \$ 103.06</u>	<u>\$ -</u>
Engineering Manager III	<u>Eric Fredrickson</u>	<u>84.00-93.49</u>	<u>0</u>	<u>@ \$ 84.50</u>	<u>\$ -</u>
Engineering Manager II		<u>78.50-84.49</u>	<u>0</u>	<u>@ \$ 82.73</u>	<u>\$ -</u>
Engineering Manager I	<u>Zach Siviglia</u>	<u>70.00-78.99</u>	<u>0</u>	<u>@ \$ 78.75</u>	<u>\$ -</u>
Survey Manager III	<u>Matt Stringer</u>	<u>60.00-70.99</u>	<u>1</u>	<u>@ \$ 70.35</u>	<u>\$ 70.35</u>
Survey Manager II		<u>51.00-59.99</u>	<u>0</u>	<u>@ \$ 59.59</u>	<u>\$ -</u>
Survey Manager I	<u>Brandon Benton</u>	<u>47.00-50.99</u>	<u>5</u>	<u>@ \$ 49.23</u>	<u>\$ 246.15</u>
Engineer X	<u>Erik Smith</u>	<u>66.50-69.99</u>	<u>0</u>	<u>@ \$ 68.25</u>	<u>\$ -</u>
Engineer IX	<u>Ken Doty</u>	<u>62.00-66.49</u>	<u>0</u>	<u>@ \$ 63.33</u>	<u>\$ -</u>
Engineer VIII		<u>59.50-61.99</u>	<u>0</u>	<u>@ \$ 61.49</u>	<u>\$ -</u>
Engineer VII	<u>Andrew Lee</u>	<u>56.50-59.49</u>	<u>0</u>	<u>@ \$ 57.32</u>	<u>\$ -</u>
Engineer VI	<u>Jason Hickey</u>	<u>49.50-56.49</u>	<u>0</u>	<u>@ \$ 50.62</u>	<u>\$ -</u>
Engineer VI	<u>Jake Weir</u>	<u>49.50-56.49</u>	<u>0</u>	<u>@ \$ 50.20</u>	<u>\$ -</u>
Engineer V		<u>45.00-49.49</u>	<u>0</u>	<u>@ \$ 49.78</u>	<u>\$ -</u>
Engineer IV	<u>Todd Lewis</u>	<u>41.50-44.99</u>	<u>0</u>	<u>@ \$ 44.23</u>	<u>\$ -</u>
Engineer IV	<u>Victory Sherby</u>	<u>41.50-44.99</u>	<u>0</u>	<u>@ \$ 43.00</u>	<u>\$ -</u>
Engineer III	<u>Truong Pham</u>	<u>36.50-41.49</u>	<u>0</u>	<u>@ \$ 41.25</u>	<u>\$ -</u>
Engineer II		<u>35.00-36.49</u>	<u>0</u>	<u>@ \$ 37.16</u>	<u>\$ -</u>
Engineer I		<u>26.00-34.99</u>	<u>0</u>	<u>@ \$ 35.06</u>	<u>\$ -</u>
Engineer Technician IV		<u>37.00-40.49</u>	<u>0</u>	<u>@ \$ 42.07</u>	<u>\$ -</u>
Engineer Technician III		<u>33.50-36.99</u>	<u>0</u>	<u>@ \$ 38.56</u>	<u>\$ -</u>
Engineer Technician II		<u>27.00-33.49</u>	<u>0</u>	<u>@ \$ 35.06</u>	<u>\$ -</u>
Engineer Technician I		<u>19.50-28.49</u>	<u>0</u>	<u>@ \$ 29.80</u>	<u>\$ -</u>
Engineer/Survey Tech. Assist.		<u>12.00-21.99</u>	<u>0</u>	<u>@ \$ 22.79</u>	<u>\$ -</u>
Project Surveyor II	<u>Miscellaneous</u>	<u>40.00-46.99</u>	<u>49</u>	<u>@ \$ 45.57</u>	<u>\$ 2,232.93</u>
Project Surveyor I		<u>33.00-39.99</u>	<u>0</u>	<u>@ \$ 38.56</u>	<u>\$ -</u>
Survey Technician		<u>25.00-35.00</u>	<u>0</u>	<u>@ \$ 35.06</u>	<u>\$ -</u>

Technical Writer	28.00-40.00	0	@	\$ 36.81	\$ -
Project Coordinator III	35.00-40.00	0	@	\$ 37.86	\$ -
Project Coordinator II	30.00-34.99	0	@	\$ 34.35	\$ -
Project Coordinator I	25.00-29.99	0	@	\$ 28.04	\$ -
Administrative IV	40.00-60.00	0	@	\$ 42.00	\$ -
Administrative III	30.00-39.99	0	@	\$ 36.36	\$ -
Administrative II	20.00-29.99	0	@	\$ 28.04	\$ -
Administrative I	15.00-23.49	0	@	\$ 24.54	\$ -
Messenger	11.00-16.99	0	@	\$ 17.53	\$ -
Single Chief	Miscellaneous	38.07-45.00	54	@ \$ 41.01	2,214.54
Single Chainman	22.47-37.00	0	@	\$ 33.30	\$ -
1 Person Field Chief & Vehicle	38.07-58.00	0	@	\$ 56.09	\$ -
2 Person Field Party & Vehicle	67.74-85.00	0	@	\$ 82.38	\$ -
3 Person Field Party & Vehicle	100.00-125.00	0	@	\$ 115.68	\$ -
Landscape Architect II	60.00-69.99	0	@	\$ 66.25	\$ -
Landscape Architect I	54.00-65.00	0	@	\$ 57.49	\$ -

Subtotal Direct Labor Costs \$ 4,763.97  
Anticipated Salary Increases (0% for one year) \$ -

<b>Total Direct Labor Costs</b>				\$ 4,763.97
<b>FRINGE BENEFITS</b>		<b>Rate</b>	<b>Total</b>	
Fringe Benefits		72.27%	\$ 3,442.92	
<b>Total Fringe Benefits</b>				\$ 3,442.92

<b>INDIRECT COSTS</b>				
Overhead/General and Administrative		87.06%	\$ 4,147.51	
<b>Total Indirect Costs</b>				\$ 4,147.51

FEE @ 10% \$ 1,235.44

<b>OTHER COSTS</b>	<u>Quantity</u>	<u>Unit</u>		
Mileage	162	\$0.545 per mile	\$ 88.26	
Reproductions Costs (xerox)		\$0.05 each	\$	
Reproductions Costs (full size)		\$1.00 sheet	\$	
Reproductions Costs (half size)		\$0.35 sheet	\$	
Traffic Control		\$1,500 per day	\$	
Potholing		Lump Sum	\$	
Overnight Mail/Mail		\$15.00 each	\$	
Funding Assistance		Lump Sum	\$	
<b>Total Other Costs</b>				\$ 88.26

**Mark Thomas & Company Total Costs** \$ 13,678.10

<b>SUBCONSULTANT 10-H TOTAL COSTS</b>				
Crawford & Associates			\$ 355.00	
Fehr & Peers			\$ 14,530.70	
GPA			\$ 23,912.30	

**Subconsultants Total Costs** \$ 38,798.00

**TOTAL COSTS** \$ 52,476.10



November 22, 2017

Mr. Zach Siviglia  
Mark Thomas & Company  
701 University Ave., Suite 200  
Sacramento, CA 95825

**Subject: State Route 88 Pine Grove Corridor Improvement Project – Additional CEQA/NEPA Tasks**

Dear Mr. Siviglia:

GPA Consulting (GPA) is pleased to submit the attached additional scope of work and cost proposal to complete an environmental revalidation for the State Route 88 Pine Grove Corridor Improvement Project (project). We appreciate continuing to be included on the Mark Thomas team for this important project.

The attached additional scope of work and cost proposal is based on our understanding of additional tasks to be completed to support CEQA/NEPA Revalidation for the project, as identified by Caltrans in their review of the technical studies originally prepared for the project, provided on October 9, 2017, and in subsequent email and telephone communications with Caltrans staff. The additional scope of work and cost proposal also accommodates additional work that was completed but not originally budgeted for under the currently-approved contract, including completion of technical study reviews by technical specialist subconsultants (per Caltrans request) and Project Manager participation in several Project Development Team meetings (per Mark Thomas' request).

Our project team will continue to be led by GPA's Senior Associate Environmental Planner, Melissa Logue. Please feel free to contact her anytime with questions regarding this scope at (916) 995-7223 or by email at [melissa@gpaconsulting-us.com](mailto:melissa@gpaconsulting-us.com).

Sincerely,  
GPA Consulting

A handwritten signature in blue ink that reads "Richard Galvin".

Richard Galvin  
Vice President

## **I. PROJECT UNDERSTANDING AND HISTORY**

The Amador County Transportation Commission (ACTC), in cooperation with the California Department of Transportation (Caltrans) and Amador County (County), is planning to make improvements to the segment of State Route 88 (SR 88) from post mile 21.6 near Climax Road to post mile 24.6 near Tabeaud Road in the town of Pine Grove in Amador County, California. CEQA and NEPA documentation was completed by ACTC and Caltrans in the PA/ED phase, and the project is now proceeding to the PS&E phase.

The CEQA/NEPA document prepared for the project identified phased construction of the project in three segments due to funding constraints: Phase 1 would construct improvements between Berry Street and Hilltop Road; Phase 2 would construct improvements between Climax Road and Berry Street; and Phase 3 would construct improvements between Hilltop Road and Tabeaud Road.

Amador County (County) contracted with Mark Thomas & Company (MT & Co.) to complete a Value Analysis for the project and identify alternatives to the originally-proposed construction phasing. Although the final proposed project design remains largely unchanged from the design proposed and evaluated in the CEQA/NEPA document, the County proposes to adjust the construction phasing to provide improvements throughout the project corridor during the first phase of construction. Minor modifications to segments of the project alignment and certain design features are also proposed.

Before initiation of Final PS&E can begin, the CEQA/NEPA document that was approved for the project must be revalidated. To support the revalidation process, GPA completed a review of the technical reports prepared for the project and prepared a Technical Studies Review Summary Memorandum that summarized how the proposed changes to the project phasing, alignment, and certain project features would affect the conclusions of the technical reports. Following Caltrans review of the Technical Studies Review Summary Memorandum, Caltrans requested that supplemental documentation be prepared for the topics of Water Quality, Paleontology, Biology, Cultural Resources, and Community Impacts.

The following additional scope of work and proposed budget includes completion of supplemental documentation required by Caltrans to support the revalidation of the CEQA/NEPA document. The proposed budget also includes budget to accommodate additional work that was completed but not originally budgeted for under the currently-approved contract, including completion of technical study reviews by technical specialist subconsultants (per Caltrans request) and GPA Project Manager participation in several PDT meetings.

## **II. SCOPE OF WORK**

### **Task 1: Water Quality Assessment Report Errata Sheet**

The review of the Water Quality Assessment Report approved for the project in May 2013 and the Long Form Stormwater Data Report prepared for the project in August 2015 identified a discrepancy between the acreage of disturbed soil that would result from construction of the project. To address this discrepancy, GPA will prepare an Errata Sheet for attachment to the previously-approved Water Quality

Assessment Report documenting the most recent estimate of acreage of disturbed soil, as identified in the updated Stormwater Data Report being prepared by Mark Thomas.

*Deliverables: Water Quality Assessment Report Errata Sheet.*

**Task 2: Paleontology Memorandum Registered Geologist's Stamp**

A Paleontology Memorandum was approved for the project in July 2013. During Caltrans' review of the memo, Caltrans identified that a Registered Geologist must review the Memorandum to verify concurrence with the description of the geological setting presented in the Memorandum, and stamp the Memorandum with a Registered Geologist's stamp. GPA will coordinate with a Registered Geologist on the Mark Thomas team for this review and stamp, and transmit the stamped Paleontological Memorandum to Caltrans for inclusion in the project's Administrative Record.

*Deliverables: Registered Geologist's Stamp on the July 2013 Paleontological Memorandum.*

**Task 3: Natural Environment Study Errata Sheet**

A Revised Natural Environment Study (NES) was approved for the project in September 2015. The proposed minor adjustments to segments of the project alignment and certain project features would result in minor changes to the area of impact to biological resources, including wildlife habitat and Waters of the U.S. and wetlands. To identify and document these changes to the area of impact, GPA will prepare a figure that illustrates the locations of changes in impact areas to the various biological resources. GPA will then prepare a table that compares the acreages of impacts to biological resources from the original design as compared to the proposed revised design. GPA will then prepare an Errata Sheet for attachment to the NES that includes a written summary of the changes to wetlands, Waters of the U.S., threatened and endangered species, and wildlife habitats.

*Deliverables: NES Errata Sheet.*

**Task 4: Supplemental Cultural Resources Reports**

A Historic Property Survey Report (HPSR), including an Area of Potential Effects (APE) map, an Archaeological Survey Report (ASR), and Historic Resources Evaluation Report (HRER), was approved for the project in September 2015. The proposed minor adjustments to segments of the project alignment and certain project features resulted in small areas of the proposed project area falling outside of the previously-approved archaeological APE limits. To identify potential for cultural resources to be present in these new areas, the GPA team will complete the following tasks:

- Update the archaeological APE map to encompass new areas outside of the previously-prepared APE map;
- Complete a pedestrian survey of the new areas identified in the updated archaeological APE limits;
- Prepare a Supplemental ASR to document the results of the pedestrian survey;
- Prepare a Supplemental HPSR to summarize the findings of the Supplemental ASR.

*Deliverables: Supplemental HPSR, including Supplemental ASR.*

#### **Task 5: Community Impact Assessment - Supplemental Technical Memorandum**

A Community Impacts Assessment (CIA) was approved for the project in September 2015. The proposed minor adjustments to segments of the project alignment and certain project features would result in changes to the amount of right-of-way acquisition that would be required for the project, as well as changes to the predicted traffic operations. To document these changes, GPA will prepare a Supplemental Technical Memorandum to the Community Impact Assessment technical report that will describe these changes.

*Deliverables: Community Impact Assessment – Supplemental Technical Memorandum.*

#### **Task 6: Meetings**

The GPA Project Manager will attend additional PDT meetings through the completion of the CEQA/NEPA Revalidation. GPA assumes that in-person attendance at up to six PDT meetings will be required.

*Deliverables: Project Manager In-person Attendance at up to Six PDT Meetings.*

#### **Task 7: Project Management**

Throughout the environmental process, GPA will maintain a clear line of communication with the project team, and will conduct regular status checks to ensure all tasks are on schedule and within budget. The GPA Project Manager (PM) will prepare a monthly progress report for each task order that includes the progress of each task, new and ongoing issues, proposed resolutions, and estimated impact on the schedule. GPA will also maintain both electronic and hard copies of the complete supplemental environmental record for the project, and will provide the County and Caltrans with a copy of all supplemental documentation.

*Deliverables: Monthly Progress Reports; Complete Supplemental Environmental Record.*

### **III. ASSUMPTIONS**

- *Revisions to the Biological Assessment prepared for the project will not be required.*
- *The architectural APE limits will not require modification from what was previously-approved, and no new potential cultural or historic resources will require evaluation.*
- *Additional records and database searches, and additional coordination or consultation with Native American parties or other interested parties will not be required.*
- *GPA assumes that Caltrans will complete a NEPA/CEQA Re-validation Form following approval of the supplemental technical documentation, and that a stand-alone CEQA Addendum would not be required for attachment to the NEPA/CEQA Re-validation Form.*
- *GPA assumes that additional public review of the CEQA/NEPA document would not be required pursuant to 23 CFR 771.111(h)(3).*





June 5, 2018

Mr. Zach Siviglia  
Mark Thomas & Company  
701 University Ave., Suite 200  
Sacramento, CA 95825

**Subject: State Route 88 Pine Grove Corridor Improvement Project – Additional CEQA/NEPA  
Tasks: Section 106 Native American Consultation**

Dear Mr. Siviglia:

GPA Consulting (GPA) is pleased to submit the attached additional scope of work and cost proposal to complete Native American Consultation pursuant to Section 106 of the National Historic Preservation Act (Section 106) for the State Route 88 Pine Grove Corridor Improvement Project (project). We appreciate continuing to be included on the Mark Thomas team for this important project.

The attached additional scope of work and cost proposal is based on our understanding of additional tasks to be completed to support continuing Native American Consultation pursuant to Section 106, as identified by Caltrans during a telephone meeting with the project team held on May 29, 2018.

Our project team will continue to be led by GPA's Senior Associate Environmental Planner, Melissa Logue. Please feel free to contact her anytime with questions regarding this scope at (916) 995-7223 or by email at [melissa@gpaconsulting-us.com](mailto:melissa@gpaconsulting-us.com).

Sincerely,  
GPA Consulting

A handwritten signature in blue ink that reads "Richard Galvin".

Richard Galvin  
Vice President

## I. PROJECT UNDERSTANDING AND HISTORY

As part of the revalidation of the CEQA/NEPA document for the project, Caltrans requested that Section 106 consultation be continued to address the minor expansion of the Area of Potential Effects (APE) limits. As part of the continuing consultation, and at the request of Caltrans, the project archaeologists, InContext Cultural Resources Solutions (InContext), sent letters to the list of potentially interested Native American tribes notifying them of the expanded APE limits and soliciting a response from interested tribes. In response to the notification letters, two tribes responded with requests for continuing consultation.

On May 29, 2018, the project team, including representatives from Caltrans, GPA, InContext, and Mark Thomas, participated in a telephone meeting to discuss the consultation request from the tribes and receive direction from Caltrans. During that meeting, Caltrans directed that they wished to continue the Section 106 consultation with the interested tribes, and that the County and its consultant team should move forward with completing a site meeting with interested tribal representatives. Additionally, a brief memo documenting the results of the effort should be prepared for the project file.

The following additional scope of work and proposed budget includes completion of continuing Section 106 consultation with interested Native American tribes, as required by Caltrans to meet the requirements of Section 106.

## II. SCOPE OF WORK

### Task 1: Continuing Section 106 Native American Consultation

GPA and its archaeological specialists at InContext Cultural Resources Solutions (InContext), will assist Amador County and Caltrans in their Section 106 consultation with Randy Yonemura, representing the California Indian Water Commission (CIWC), to determine if the CIWC has concerns regarding impacts to Native American resources that could occur as a result of the proposed project. The assistance will consist of the following tasks:

1. Coordinate and schedule site visit meeting with representatives of the CIWC, Caltrans, Amador County, and Mark Thomas.
2. Survey the APE with representatives of the CIWC, Caltrans, and the County to determine if and where there are sensitive Native American resource areas that could be affected by the project.
3. Review project direct impacts in comparison with the areas of identified concerns.
4. Determine if protection measures currently described in the HPSR are sufficient to alleviate Native American concerns.
5. Prepare brief and concise document memorializing methods and results of consultation.

*Deliverables: Site visit w/ InContext, CIWC, Caltrans, Amador County, and Mark Thomas. Continuing Section 106 Memorandum.*

### III. ASSUMPTIONS

- *Only one survey will be conducted within an 8-hour period.*
- *Only one follow-up phone conference will be held.*
- *No additional properties will be identified.*
- *No revisions of the findings for the undertaking will be necessary.*
- *No additional archaeological resources or Traditional Cultural Resources as defined by CEQA will be identified.*
- *No additional recommendations will be necessary.*

**EXHIBIT 10-H COST PROPOSAL PAGE 1 OF 2**  
**ACTUAL COST-PLUS-FIXED FEE CONTRACTS**  
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant GPA Consulting Contract No. \_\_\_\_\_ Date 10/26/2018

**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate	Total
Principal Environmental Planner	Richard Galvin		\$78.84	\$0.00
Senior Associate/Project Manager	Melissa Logue	77.5	\$55.29	\$4,284.98
Senior Environmental Planner	Jeanne Ogar		\$42.31	\$0.00
Associate Environmental Planner	Laura Comstock		\$35.10	\$0.00
Environmental Planner	Allie Acuna		\$27.00	\$0.00
Senior Biologist	Sheri Mayta		\$39.90	\$0.00
Senior Associate Biologist	Marieka Schrader	6	\$56.25	\$337.50
Associate Biologist	Dawn Cunningham	16	\$34.62	\$553.88
Senior GIS Analysis	Martin Rose	24	\$45.67	\$1,096.08
Environmental Planner	Nicole Greenfield	12	\$27.00	\$324.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$6,596.44
b) Anticipated Salary Increases (see page 2 for sample)	\$0.00
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$6,596.44</b>

**FRINGE BENEFITS**

d) Fringe Benefits (Rate: <u>44.64%</u> )	<b>e) Total Fringe Benefits</b>
	[(c) x (d)] <u>\$2,944.65</u>

**INDIRECT COSTS**

f) Overhead (Rate: <u>40.78%</u> )	g) Overhead [(c) x (f)]	\$2,690.03
h) General and Administrative (Rate: <u>44.33%</u> )	i) Gen & Admin [(c) x (h)]	\$2,924.20
	<b>j) Total Indirect Costs [(e) + (g) + (i)]</b>	<b>\$8,558.87</b>

**FEE (Profit)**

q) (Rate: <u>10.00%</u> )	<b>k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]</b>	<b>\$1,515.53</b>
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**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	720	\$0.54	\$385.20
m) Supplemental HPSR/ASR	1	\$4,306.82	\$4,306.82
n) Reproduction		\$0.15	\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	1	\$2,549.44	\$2,549.44
<b>p) Total Other Direct Costs [(l) + (m) + (n) + (o)]</b>			<b>\$7,241.46</b>

**TOTAL COST [(c) + (j) + (k) + (p)] \$23,912.30**

NOTES:

- Employees subject to prevailing wage requirements to be marked with an \*.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

**EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant GPA Consulting Contract No. \_\_\_\_\_ Date \_\_\_\_\_

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$6,596.44	135.5	=	\$48.68	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$48.68	+	4.0%	=	\$50.63	Year 2 Avg Hourly Rate
Year 2	\$50.63	+	4.0%	=	\$52.65	Year 3 Avg Hourly Rate
Year 3	\$52.65	+	4.0%	=	\$54.76	Year 4 Avg Hourly Rate
Year 4	\$54.76	+	4.0%	=	\$56.95	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	135.5	=	135.5	Estimated Hours Year 1
Year 2	0.00%	*	135.5	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	135.5	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	135.5	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	135.5	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	135.5	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$48.68	*	136	=	\$6,596.44	Estimated Hours Year 1
Year 2	\$50.63	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$52.65	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$54.76	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$56.95	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$6,596.44	
	Direct Labor Subtotal before Escalation			=	\$6,596.44	
	Estimated total of Direct Labor Salary Increase			=	<b>\$0.00</b>	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

**Project Budget:**  
**SR 88-Pine Grove Env. Reval. Additional Tasks**  
November 22, 2017

Activity ID	Employee	Hours/Units	Rate	Amount	Task Subtotal
<b>Project Management</b>					
	Melissa Logue - Senior Associate	8.00	\$139.73	\$1,117.84	
	<b>Task Subtotal</b>	<b>8.00</b>			<b>\$1,117.84</b>
<b>Project Initiation and Work Plan</b>					
	Melissa Logue - Senior Associate	24.50	\$139.73	\$3,423.39	
	<b>Task Subtotal</b>	<b>24.50</b>			<b>\$3,423.39</b>
<b>Meetings (six in-person)</b>					
	Melissa Logue - Senior Associate	18.00	\$139.73	\$2,515.14	
	<b>Task Subtotal</b>	<b>18.00</b>			<b>\$2,515.14</b>
<b>Natural Environment Study Errata Sheet</b>					
	Dawn Cunningham - Associate Biologist	16.00	\$87.49	\$1,399.84	
	Martin Rose - Senior GIS Analyst	16.00	\$115.42	\$1,846.72	
	Melissa Logue - Senior Associate	4.00	\$139.73	\$558.92	
	Marieka Schrader - Senior Associate	6.00	\$142.16	\$852.96	
	<b>Task Subtotal</b>	<b>42.00</b>			<b>\$4,658.44</b>
<b>Supplemental Community Impact Assessment Memorandum</b>					
	Nicole Greenfield - Environmental Planner	12.00	\$68.24	\$818.88	
	Melissa Logue - Senior Associate	4.00	\$139.73	\$558.92	
	<b>Task Subtotal</b>	<b>16.00</b>			<b>\$1,377.80</b>
<b>Water Quality Assessment Errata Sheet</b>					
	Melissa Logue - Senior Associate	4.00	\$139.73	\$558.92	
	<b>Task Subtotal</b>	<b>4.00</b>			<b>\$558.92</b>
<b>Paleontology Memorandum Geologist's Stamp</b>					
	Melissa Logue - Senior Associate	1.00	\$139.73	\$139.73	
	<b>Task Subtotal</b>	<b>1.00</b>			<b>\$139.73</b>
<b>Supplemental HPSR/ASR</b>					
	Martin Rose - Senior GIS Analyst	8.00	\$115.42	\$923.36	
	Melissa Logue - Senior Associate	4.00	\$139.73	\$558.92	
	<b>Task Subtotal</b>	<b>12.00</b>			<b>\$1,482.28</b>
<b>Total Services</b>		<b>125.50</b>			<b>\$15,273.54</b>
<b>Expense Budget:</b>					
		Units	Amt	Mkup	
	Supplemental HPSR/ASR	1.00	\$4,306.82		\$4,306.82
	Mileage - project expense	720.00	\$0.54		\$385.20
<b>Total Expenses</b>					<b>\$4,692.02</b>

**Project Budget:**

**SR 88-Pine Grove Env. Reval. Additional Tasks**

November 22, 2017

Activity ID	Employee	Hours/Units	Rate	Amount	Task Subject
				<b>Total Service:</b>	<b>\$15,273.54</b>
				<b>Total Expense:</b>	<b>\$4,692.02</b>
				<b>Grand Total:</b>	<b>\$19,965.56</b>

**Project Budget:**  
**Pine Grove SR-88 Section 106 Consultation**

June 05, 2018

Activity ID	Employee	Hours/Units	Rate	Amount	Task Subtotal
<b>Project Management</b>					
	Melissa Logue - Senior Associate	6.00	\$139.73	\$838.38	
	<b>Task Subtotal</b>	<b>6.00</b>			<b>\$838.38</b>
<b>Native American Section 106 Consultation</b>					
	Melissa Logue - Senior Associate	4.00	\$139.73	\$558.92	
	<b>Task Subtotal</b>	<b>4.00</b>			<b>\$558.92</b>
<b>Total Services</b>		<b>10.00</b>			<b>\$1,397.30</b>
<b>Expense Budget:</b>					
		Units	Amf	Mkup	
	In-Context - Native American Consultation	1.00	\$2,549.44	\$2,549.44	
<b>Total Expenses</b>					<b>\$2,549.44</b>
<b>Total Service:</b>					<b>\$1,397.30</b>
<b>Total Expense:</b>					<b>\$2,549.44</b>
<b>Grand Total:</b>					<b>\$3,946.74</b>



Proposal: **Supplemental HPSR and ASR for SR-88 Pine Grove Corridor Project**  
Number: 8075-1779  
Date: November 3, 2017

### **Tasks**

InContext will conduct a cultural resources survey and prepare the Supplemental HPSR and ASR for the above-entitled project in compliance with the California Environmental Quality Act (CEQA) and Section 106 of the National Historic Preservation Act (Section 106). The following assumptions are made for the purpose of estimating costs:

1. This project will require compliance Caltrans SER Volume 2 for Cultural Resources.
2. No other tasks except the survey and reports described above are required for this project
3. The Supplemental ASR will include most of the text from the existing ASR, with the methods and findings of the survey revised as appropriate
4. No cultural resources will be identified, precluding the need for documentation of any resources.
5. InContext will submit all deliverables via email or secure server in digital format
6. InContext will prepare 1 draft for GPA Consulting/Mark Thomas review; 1 draft for Caltrans review; and one Final.
7. InContext will prepare one hard copy to submit to the appropriate Information Center.

### **Cost**

The cost for completing this study is estimated to be \$4,306.82. The details of this cost estimate are provided in the attached 10H and 10K forms.

**EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2**  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
**(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)**

Note: Mark-ups are Not Allowed

Consultant Western Properties, DBA InContext Contract No. 8075-1779 Date 11/21/2017

**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate	Total
Principal Investigator	Fernandez	34	\$54.00	\$1,836.00
Technician II	Weatherbee	28	\$22.00	\$616.00
Editor	Posten	5	\$22.00	\$110.00
Admin	Vazquez	5	\$21.00	\$105.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$2,667.00
b) Anticipated Salary Increases (see page 2 for sample)	\$0.00
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$2,667.00</b>

**FRINGE BENEFITS**

d) Fringe Benefits (Rate <u>24.00%</u> )	<b>e) Total Fringe Benefits</b>
	[(c) x (d)] <u>\$640.08</u>

**INDIRECT COSTS**

f) Overhead (Rate: <u>125.00%</u> )	g) Overhead [(c) x (f)]	\$3,333.75
h) General and Administrative (Rate: <u>0.00%</u> )	i) Gen & Admin [(c) x (h)]	\$0.00
	<b>j) Total Indirect Costs [(e) + (g) + (i)]</b>	<b>\$3,973.83</b>

**FEE (Profit)**

q) (Rate: <u>0.00%</u> )	<b>k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]</b>	<b>\$0.00</b>
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**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	169	\$0.54	\$90.42
m) Equipment Rental and Supplies (itemize)	3	\$50.00	\$125.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	0	\$0.00	\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)			\$0.00
	<b>p) Total Other Direct Costs [(l) + (m) + (n) + (o)]</b>		<b>\$215.42</b>
	<b>TOTAL COST [(c) + (j) + (k) + (p)]</b>		<b>\$6,856.25</b>

NOTES:

- Employees subject to prevailing wage requirements to be marked with an \*.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA\_OB/DLA\_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: Western Properties, dba InContext

Indirect Cost Rate: 149% \* for fiscal period 01/01/2016 to 12/31/2016
\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: Amador County

Contract Number: Project Number:

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$1,277,988 and the number of states in which the firm does business is two.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

- 1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

- 2. Compliant with the terms of the contract and is incurred specifically for the contract.
- 3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 6,856.25

**Prime Consultants (if applicable)**

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ 0

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Trish Fernandez

Title: President

Consultant Certification Signature \*\*: Trish Fernandez Digitally signed by Trish Fernandez  
DN: cn=Trish Fernandez, ou=InContext, ou\_email=trifernandez@incontext.co, c=US  
Date: 2017.11.29 10:11:01 -0500

Date of Certification (mm/dd/yyyy): 06/19/2018

Consultant Contact Information:

Email: tfernandez@incontext.co

Phone number: 916.241.9285

**\*\*An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: *Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

- Distribution:**
- 1) Original to Caltrans Audits and Investigations
  - 2) Retained in Local Agency Project Files

**COST PROPOSAL**

CONTRACT No. Amador-SR 88 Pine Grove (Task Order 2, Amendment 2) Date 17-Oct-18  
 CONSULTANT Crawford & Associates, Inc.

**DIRECT LABOR**

Classification	Name	Range	Hours	Median Hourly Rate	Total
Principal	R. Sowers		2.0	@ \$ 60.00	\$ 120.00
Sr Project Manager				@ \$ 54.69	\$ -
Project Manager				@ \$ 42.00	\$ -
Senior Engineer				@ \$ 40.00	\$ -
Project Engineer				@ \$ 32.29	\$ -
Drafting				@ \$ 27.08	\$ -
Project Assistant				@ \$ 35.00	\$ -

Subtotal Direct Labor Costs \$ 120.00  
 Anticipated Salary Increases (0% for one year) \$ -

**Total Direct Labor Costs** \$ 120.00

**FRINGE BENEFITS**

Fringe Benefits	Rate	Total
	29.00%	\$ 34.80
<b>Total Fringe Benefits</b>		<b>\$ 34.80</b>

**INDIRECT COSTS**

Overhead/General and Administrative	138.00%	\$ 165.60
<b>Total Indirect Costs</b>		<b>\$ 165.60</b>

**FEE @ 10%** \$ 32.04

**OTHER COSTS**

Mileage	\$	_____
Caltrans Encroachment Permit	\$	_____
Licensed Traffic Control	\$	_____
Reproductions Costs (out of office blue lines, xerox, binding)	\$	_____
Laboratory Analytical (lead, TTLC, STLC, TCLP and pH)	\$	_____
Certified Lead and Asbestos Testing	\$	_____
Environmental Sampling Equipment	\$	_____
Environmental Database	\$	_____
Siemic Refraction Equipment	\$	_____
Mail & Delivery Services (California Overnight and Postage)	\$	2.56
<b>Total Other Costs</b>		<b>\$ 2.56</b>

**Crawford & Associates, Inc. Total Costs** \$ 355.00

**TOTAL COSTS** \$ 355.00

# FEHR & PEERS

Additional scope of work services for the Transportation Operations Analysis Report for the SR 88 – Pine Grove Complete Streets Project in Amador County, California. The following transportation services tasks for a total additional CPFF 10-H cost of \$14, 530.70 were completed by Fehr & Peers:

- Completed preparation of Draft Final Supplemental Traffic Operations Analysis Report (STOAR) for review and comment by Caltrans District 10 Highway Operations
- Completed preparation of Phase A Project (Volcano Road - Pine Grove Elementary School outbound driveway) traffic operations analysis for Construction Year 2024 and Design Year 2044 AM and PM Peak Hour Conditions
- Responded to additional comments from Caltrans District 10 Highway Operations on the November 2017 Supplemental Traffic Operations Analysis Report (STOAR)
- Completed preparation of December 2017 Supplemental Traffic Operations Analysis Report (STOAR) for review and comment by Caltrans District 10 Highway Operations
- Responded to additional comments from Caltrans District 10 Highway Operations on the December 2017 Supplemental Traffic Operations Analysis Report (STOAR)
- Assisted Mark Thomas (Jake and Spencer) address additional Caltrans District 10 comments on the Traffic Geometric Approval Drawing (GAD)
- Attended Project Development Team meetings with Mark Thomas, Amador County, and Caltrans to discuss the results of the Phase A Project (Volcano Road - Pine Grove Elementary School outbound driveway) traffic operations analysis for Construction Year 2024 and Design Year 2044 AM and PM Peak Hour Conditions in Stockton, CA
- Completed preparation of January 2018 Final Supplemental Traffic Operations Analysis Report (FSTOAR) for approval by Caltrans District 10 Highway Operations
- Received January 23, 2018 approval letter for the Final Supplemental Traffic Operations Analysis Report (FSTOAR) from Vu H. Nguyen – Highway Operations Branch Chief for Caltrans District 10

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: Fehr & Peers

Project No. MTC# SA-16129

Contract No. \_\_\_\_\_

Date 6/26/2018

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Lead Transportation Engineer	Fred Choa	44.00	\$ 87.98	\$ 3,871.12
Transportation Engineer/ Planner II	Rebecca Schafer	11.00	\$ 32.45	\$ 356.95
Transportation Engineer/ Planner III	Jimmy Fong	10.00	\$ 30.29	\$ 302.90
GIS Graphic Specialist	Will Edmonson	8.00	\$ 26.44	\$ 211.52
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 4,742.49
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$ 4,742.49</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate: <u>78.10%</u> )	e) Total Fringe Benefits [(c) x (d)]	\$ 3,703.88
f) Overhead & G&A (Rate: <u>100.44%</u> )	g) Overhead [(c) x (f)]	\$ 4,763.36
h) General & Admin (Rate: _____)	i) Gen & Admin [(c) x (h)]	\$ -
	<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>	<b>\$ 8,467.24</b>

<b>FIXED FEE</b>	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: <u>10%</u>	<b>\$ 1,320.97</b>
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**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

**l) TOTAL OTHER DIRECT COSTS \$ -**

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -

**m) TOTAL SUBCONSULTANTS' COSTS \$ -**

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ -**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 14,530.70**

**NOTES:**

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

# Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: December 4, 2018

## **SUBJECT**

Public Works: First Amendment to Consulting Services Agreement (CSA) Holdrege & Kull for Shenandoah Road / Fiddletown Road Intersection Improvement Project

## **Recommendation:**

Authorize Chair to sign First Amendment to Consulting Services Agreement

## **4/5 vote required:**

No

## **Distribution Instructions:**

Public Works

## **ATTACHMENTS**

- [2018-11-27\\_H&K 1st Amendment.pdf](#)
- [HK\\_First Amendment\\_Shen Mat Test\\_Nov 2018\\_final.pdf](#)





AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY  
**TRANSPORTATION & PUBLIC WORKS**

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: [www.amadorgov.org](http://www.amadorgov.org)

EMAIL: [PublicWorks@amadorgov.org](mailto:PublicWorks@amadorgov.org)

COUNTY ADMINISTRATION CENTER • 810 COURT STREET • JACKSON, CA 95642-2132

## MEMORANDUM

**TO:** Board of Supervisors

**FROM:** Jered Reinking, Public Works Director

**DATE:** November 27, 2018

**SUBJECT:** First Amendment to Consulting Services Agreement (CSA)  
Holdrege & Kull  
Shenandoah Road / Fiddletown Road Intersection Improvement Project

**CONTACT:** Jered Reinking (223-6226)

### Overview

This Amendment request to the CSA for additional construction materials testing and inspection for the Shenandoah/Fiddletown Project. The reason for the amendment is that the geotechnical testing and inspection method had to change during the course of construction due to the high amount of bulky rock material generated from the excavation, which was incorporated as fill material in the road embankment.

The original scope of work assumed conventional soil compaction testing program, consisting of utilizing a nuclear gauge to measure compacted soil density for relative compaction. This method is typically relatively quick and does not require continuous visual observation if the contractor is meeting the compaction requirement. At some point during construction, the amount of bulky rock material incorporated into the work prohibited accurate readings from the nuclear gauge, so I ordered the geotechnical materials tester to begin performing visual inspection of the placement compaction of the embankment layers. The inspection focused on the Contractor method for compaction, which included getting enough rolls and spreading the rocks evenly throughout the embankment layers. The geotechnical materials tester periodically had them proof roll with a full water truck to verify deflection. The top layers of the embankment were tested utilizing the nuclear gauge to measure soil density for relative compaction.

The original contract amount was \$20,980.26. Proposed Amendment No.1, which added consultant inspection labor, increased the CSA to \$45,356.92. The net extra cost for the proposed Amendment No.1 is \$24,376.66.

### Requested Actions:

1. Authorize Chair to sign First Amendment to Consulting Services Agreement with Holdrege & Kull.

### Fiscal Impact

This work is funded with revenue from the Highway Safety Improvement Program (HSIP), Local Traffic Impact Fees, Regional Surface Transportation Program, and Gas Tax. The project is included in Fiscal Year 2018-19 Approved Department Budget.

Attachments:  
Amendment No. 1

**FIRST AMENDMENT TO AGREEMENT BETWEEN AMADOR COUNTY AND  
HOLDREGE & KULL FOR CONSULTING SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES (this "First Amendment") is made as of December \_\_\_, 2018 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and Holdrege & Kull, a California corporation ("Consultant").

RECITALS

A. County and Consultant executed an Agreement For Consulting Services (the "Original Agreement") dated March 27, 2018 whereby Consultant agreed to provide certain professional services upon the terms and conditions set forth in the Original Agreement. The Original Agreement is referred to herein as the "Agreement."

B. County and Consultant desire to modify the Agreement as set forth in this First Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Subsection 1.1 of Section 1 SERVICES TO BE RENDERED BY CONSULTANT is amended by adding the Work listed on Attachment A to this First Amendment, attached and incorporated by this reference, as additional services to be performed by Consultant. Compensation for the additional Work described herein shall be paid as set forth on Attachment A.

2. Subsection 4.3 of Section 4 TERM; TERMINATION OF AGREEMENT is amended by changing the first sentence to read as follows:

"The maximum amount for which the County shall be liable if the Agreement is terminated is \$45,356.92."

3. Subsection 6.2 of Section 6 COMPENSATION TO CONSULTANT is amended by changing the first sentence to read as follows:

"In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$3,780.76."

4. Subsection 6.8 of Section 6 COMPENSATION TO CONSULTANT is amended by changing the first sentence to read as follows:

"The total amount payable by the County including the fixed fee shall not exceed Forty-Five Thousand Three Hundred Fifty-Six Dollars and Ninety-Two Cents (\$45,356.92)."

5. Except as set forth in this First Amendment, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

COUNTY:

CONSULTANT:

BY: \_\_\_\_\_  
Chair, Board of Supervisors

BY:  \_\_\_\_\_  
Holdrege & Kull

Federal I.D. No.: 68-0368331

APPROVED AS TO FORM:  
GREGORY GILLOTT, AMADOR  
COUNTY COUNSEL

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

## **ATTACHMENT A – SCOPE OF WORK**

PROJECT NAME: 17-20 Shenandoah at Fiddletown Road - Construction Materials Testing and Inspection.

Except as modified in this Attachment A, the Scope of Work Includes:

- 1) Holdrege & Kull Proposal for Contract Services for Construction Materials Testing & Inspection
- 2) Additional Services Letter Dated July 27, 2018, Correspondence, and Invoice(s) 105292 & 105293.



Project No. 5081-01  
July 27, 2018

Jered Reinking  
County of Amador Department of Transportation and Public Works  
810 Court Street  
Jackson, California 95642

**Reference:** *Shenandoah Road/ Fiddletown Road Intersection Improvement Project*  
Amador County, California

**Subject:** *Additional Services*

Dear Mr. Reinking,

Holdrege & Kull (H&K) is pleased to be providing you with materials testing and inspection services. As requested H&K has been providing additional inspection services as verbally requested in the field during the continued improvements for the Intersection improvement project in Amador, California.

Please sign below and return as authorization to extend our current contract and provide the additional services as requested. The additional services to be performed are related to:

- Inspection services being provided on a full time basis in addition to the proposed materials testing during construction of engineered fill, aggregate base and hot mix asphalt.

We will perform the additional services on a time and materials basis according to the fee schedule in effect at the time of services, If you have any questions regarding the proposed scope of services, please contact us.

Sincerely,

**HOLDREGE & KULL**

John Atkinson  
Laboratory and Field Supervisor

I hereby authorize Holdrege & Kull to implement the above scope of services as outlined in this proposal. This authorization extends the terms of the existing signed contract between me and Holdrege & Kull to the services and fees outlined in this proposal.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Jered Reinking <jreinking@amadorgov.org>

**RE: Fiddletown budget**

1 message

**John Atkinson** <John.Atkinson@nv5.com>  
To: Jered Reinking <jreinking@amadorgov.org>  
Cc: Shelby Atkinson <Shelby.Atkinson@nv5.com>, Ken Marks <Ken.Marks@nv5.com>

Fri, Jul 27, 2018 at 6:01 PM

Good evening Jered

Please find attached our formal request for approval of the additional hours related to the inspection services Ken has been providing. On Sunday I will be working on invoices and can get you pretty good idea where we are budget wise.

Talk with you soon



**John H. Atkinson** | Principal | **NV5**  
792 Searls Avenue | Nevada City, CA 95959 | O: 530.478.1305 | C: 530.362.2775  
940 Algiers Street | Murphys, CA 95247 | C: 530.362.2775

-  
[For scheduling of field testing and/or special inspection services an additional contact is: Shelby Atkinson \(O\) 530-478-1305 \(C\) 530-575-7404](#)

-  
[For status of reports and/or to request reports an additional contact is: Curt Johnson \(O\) 530-478-1305 \(C\) 530-362-0173](#)

-  
[Electronic Communications Disclaimer](#)

**From:** Jered Reinking <jreinking@amadorgov.org>  
**Sent:** Tuesday, June 26, 2018 9:01 AM  
**To:** John Atkinson <John.Atkinson@nv5.com>  
**Subject:** Re: Fiddletown budget

how much is the invoice? and yes, we will do amendment.

Jered C. Reinking, PE  
Public Works Director

Amador County Department of Transportation and Public Works

810 Court Street, Jackson CA 95642

209.223.6429 - Department

209.223.6226 - Direct

[jreinking@amadorgov.org](mailto:jreinking@amadorgov.org)

On Tue, Jun 26, 2018 at 8:58 AM, John Atkinson <[John.Atkinson@nv5.com](mailto:John.Atkinson@nv5.com)> wrote:

Good Morning Jered

I just received a draft invoice for work at the site and we have exhausted the number of field soils materials tester hours estimated for the project. Do you need for us to generate a formal request to get additional funds approved for the work coming in the future?

Thanks in advance



**John H. Atkinson** | Principal | **NV5**

792 Searls Avenue | Nevada City, CA 95959 | O: 530.478.1305 | C: 530.362.2775

940 Algiers Street | Murphys, CA 95247 | C: 530.362.2775

[For scheduling of field testing and/or special inspection services an additional contact is: Shelby Atkinson \(O\) 530-478-1305 \(c\) 530-575-7404](#)

[For status of reports and/or to request reports an additional contact is: Curt Johnson \(O\) 530-478-1305 \(c\) 530-362-0173](#)

Electronic Communications Disclaimer

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**From:** John Atkinson  
**Sent:** Tuesday, June 12, 2018 7:20 PM  
**To:** 'Jered Reinking' <[jreinking@amadorgov.org](mailto:jreinking@amadorgov.org)>  
**Subject:** Fiddletown budget

Good evening Jered

I was talking with Ken tonight about how the project was progressing and the hours being used at the site. It sounds like we are having to be on-site daily for a significant number of hours partially due to the volume of rock within the fill.

329



What is the process to request additional funds?

Look forward to hearing from you.

On a separate note, are you a dad yet?



**John H. Atkinson** | Principal | **HOLDREGE & KULL, An NV5 Company**  
792 Searls Avenue | Nevada City, CA 95959 | O: 530.478.1305 | C: 530.362.2775

940 Algiers Street | Murphys, CA 95247 | C: 530.362.2775

*Note: our email addresses have changed. My new email address is [John.Atkinson@NV5.com](mailto:John.Atkinson@NV5.com) I will still be able to receive email at the old address but will be sending all mail from the new NV5 address.*

[For scheduling of field testing and/or special inspection services an additional contact is: Shelby Atkinson \(O\) 530-478-1305 \(c\) 530-575-7404](#)

[For status of reports and/or to request reports an additional contact is: Curt Johnson \(O\) 530-478-1305 \(c\) 530-362-0173](#)

Electronic Communications Disclaimer

---

 **5081-01 18-0727 Fiddletown Contract Ext..pdf**  
33K

RECEIVED

Bill to:  
Amador County  
Waste Management  
810 Court Street  
Jackson, CA 95642

NOV 02 2018  
TRANSPORTATION  
& PUBLIC WORKS

**HK** HOLDREGG & KULL  
CONSULTING ENGINEERS • GEOLOGISTS  
An **NIVIS** Company

**Project Name:** Fiddletown Road Intersection Improvements  
Consultant Holdrege and Kull Consulting Engineers  
Billing Period: 06/16/18 - 08/18/18

Invoice # 105292  
Date: 11/2/2018  
Project No.: 125818-0005081.00

For field moisture density & inspection services during continued construction (DFR's 14-34). For review and distribution of DFR's 10-36.

**DIRECT LABOR**

Materials Testing & Inspection Services	hours	Actual Hourly Rate	Total
Construction Services Manager	1	\$48.08	\$48.08
Field Soils Materials Tester	147.5	\$55.29	\$8,155.28
Field Soils Materials Tester OT	4	\$55.29	\$331.74
Supervisory Technician	14.5	\$32.80	\$475.60
Senior Engineer	2	\$41.62	\$83.24
		<b>Total</b>	<b>\$9,093.94</b>

**LABOR COSTS**

Subtotal Direct Labor Costs \$9,093.94  
**TOTAL DIRECT LABOR COSTS** \$9,093.94

**FRINGE BENEFITS**

Fringe Benefits Rate: 52.13% **Total Fringe Benefits** \$4,740.67

**INDIRECT COSTS**

General and Administrative Rate: 112.94% **Gen & Admin** \$10,270.69  
**Total Indirect Costs** \$15,011.36

**FEE (Profit)** Rate: 10.00% **TOTAL FIXED PROFIT** \$2,410.53

**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
Travel/Mileage	3000	.545	\$1,635.00
CTM216 Maximum Wet Density Determination	1	\$217.00	\$217.00
CTM226 Moisture Content by Oven	1	\$29.00	\$29.00
		<b>Total Other Direct Costs</b>	<u>\$1,881.00</u>

**TOTAL COST** \$28,396.82  
**CREDIT MEMO FOR INVOICE #93466** -\$17.02  
**TOTAL THIS INVOICE** \$28,379.80

RECEIVED  
OK TO PAY

RECEIVED

Bill to:  
Amador County  
Waste Management  
810 Court Street  
Jackson, CA 95642

NOV 02 2018

TRANSPORTATION  
& PUBLIC WORKS



**Project Name: Fiddletown Road Intersection Improvements**  
Consultant Holdrege and Kull Consulting Engineers  
Billing Period: 08/19/18 - 09/22/18

Invoice # 105293  
Date: 10/19/2018  
Project No.: 125818-0005081.00

For field density inspection of paving (DFR 37) and review/distribution of DFR 37.

**DIRECT LABOR**

Materials Testing & Inspection Services	hours	Actual Hourly Rate	Total
Project Assistant	0.5	\$20.40	\$10.20
Field Soils Materials Tester	4	\$55.29	\$221.16
Supervisory Technician	1	\$32.80	\$32.80
		<b>Total</b>	<b>\$264.16</b>

**LABOR COSTS**

Subtotal Direct Labor Costs \$264.16  
**TOTAL DIRECT LABOR COSTS** \$264.16

**FRINGE BENEFITS**

Fringe Benefits Rate: 52.13% **Total Fringe Benefits** \$137.71

**INDIRECT COSTS**

General and Administrative Rate: 112.94% **Gen & Admin** \$298.34  
**Total Indirect Costs** \$436.05

**FEE (Profit)** Rate: 10.00% **TOTAL FIXED PROFIT** \$70.02

**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
Travel/Mileage	120	.545	\$65.40
CTM202 Analysis of Fine Coarse Aggregate	4	\$132.00	\$528.00
CTM217 Sand Equivalent	1	\$108.00	\$108.00
CTM308 Bulk Density HMA	5	\$38.00	\$190.00
CTM382 Asphalt Content/Ignition Method	1	\$159.00	\$159.00
		<b>Total Other Direct Costs</b>	<b>\$1,050.40</b>
		<b>TOTAL COST</b>	<b>\$1,820.63</b>

RECEIVED  
OK TO PAY

# Board of Supervisors Agenda Item Report

Submitting Department: Social Services

Meeting Date: December 4, 2018

## **SUBJECT**

Social Services: Purchase of Service Agreement and Plan of Cooperation Agreement between Amador County District Attorney and Amador County Department of Social Services

## **Recommendation:**

Approve and sign agreement

## **4/5 vote required:**

Yes

## **Distribution Instructions:**

Approval to Marcia in Social Services; copy to Auditor

## **ATTACHMENTS**


- [Memo - DA POSA - 12-04-18.pdf](#)
- [DA POSA 2018-2019 - 12-04-18.pdf](#)



## **DEPARTMENT OF SOCIAL SERVICES**

10877 Conductor Blvd. Suite 200, Sutter Creek, CA 95685 Phone (209) 223-6550

To: Amador County Board Clerk

From: Jim Foley, HHS Director 

Date: November 15, 2018

Re: Request one item be placed on the Board of Supervisors' Agenda for December 4, 2018

Social Services submits for approval and signature Purchase of Service Agreement and Plan of Cooperation Agreement between Amador County District Attorney and Amador County Department of Social Services for the investigation and prosecution of crimes against the California Work Opportunity and Responsibility to Kids, CalFresh, and other public assistance programs for Fiscal Year beginning July 1, 2018 and continuing through June 30, 2019. Said Agreement is for a one-year term and to be either renewed or extended annually. The budget for said agreement for the Fiscal Year 2018-2019 is \$150,000.

**PURCHASE OF SERVICE AGREEMENT  
AND PLAN OF COOPERATION AGREEMENT BETWEEN  
AMADOR COUNTY DISTRICT ATTORNEY  
AND AMADOR COUNTY DEPARTMENT OF SOCIAL SERVICES  
FOR THE INVESTIGATION AND PROSECUTION OF CRIMES AGAINST THE  
CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS,  
CALFRESH, AND OTHER PUBLIC ASSISTANCE PROGRAMS  
FOR FISCAL YEAR 2018/2019**

This Agreement is entered into by and between the AMADOR COUNTY DEPARTMENT OF SOCIAL SERVICES (DSS) and the AMADOR COUNTY DISTRICT ATTORNEY (DA). This agreement sets forth a Purchase of Service Agreement and plan of cooperation whereby DSS shall reimburse the DA for establishing and maintaining a qualified public assistance fraud investigation and prosecution unit dedicated to investigate and prosecute allegations of public assistance fraud and other related crimes referred to the DA by the DSS and the public. In the event that the DSS is notified that staffing is available to take on this function, per State law; this agreement will be modified to reflect that change.

**Article 1. Program Provisions – District Attorney**

For the purpose of obtaining reimbursement for investigation and prosecution costs pertaining to California Work Opportunity and Responsibility to Kids (CalWORKs) and the CalFresh Program (CFP); and subject to availability of funding and state authorization, investigation and prosecution of fraud in other related public assistance investigations and prosecutions, the DA agrees to:

- A. Establish and maintain a qualified public assistance fraud investigation and prosecution unit. The current staffing level of one (1) extra help District Attorney Investigator may be increased to two (2) extra help District Attorney Investigators for fiscal year 2018-2019 if agreed upon by the DSS and the DA. Total payments for the term of the Agreement shall not exceed \$150,000 for wages and indirect costs for both District Attorney Investigators as estimated in Attachment A "Fiscal Year 18/19".
- B. Represent the County of Amador in communications with California Department of Social Services (CDSS) Fraud Bureau management staff, and other appropriate agencies regarding the operation of the public assistance fraud function.
- C. Continue a General Relief fraud investigation effort.
- D. Ensure that DA public assistance investigation staff does not wear uniforms.

- E. Abide by the provisions of Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.
- F. Maintain confidentiality of records as required by Welfare and Institutions Code (W&IC), Section 10850. The DA shall make staff aware of the provisions of this Statute and that violation of it is a misdemeanor.
- G. File and prosecute criminal and/or civil charges against the person or persons shown to have committed crimes against the CalWORKs, CFP, and other public assistance programs, through evidence presented by DSS subject to the legal and ethical guidelines of the State Bar of California, the Uniform Crime Charging Standards of the California District Attorneys Association and the prosecutorial policies of the DA.
- H. Ensure cooperation with DSS in establishing and maintaining a vigorous, viable program of CalWORKs, CFP, and other related public assistance fraud control.
- I. Maintain statistical records necessary to provide required reports to CDSS on a timely basis. Forward all CDSS reports to DSS for review, coordination, and concurrence prior to submission to CDSS by DSS.
- J. Retain all programmatic records in compliance with Federal and/or State guidelines that may be subject to audit and review for compliance by an agency of the Federal or State government involved in the administration of these programs.

## **Article 2. Program Provisions – DSS**

For the purpose of maintaining an effective investigation and prosecution unit housed with the District Attorney's Office targeting crimes against CalWORKs, CFP, and other related public assistance programs, DSS agrees to:

- A. Provide DA staff with all appropriate program orientation and training necessary to conduct public assistance investigations in accordance with Federal and State regulations and County and DSS policies.
- B. Provide DA staff with the information needed to conduct public assistance investigations as provided for in Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.
- C. Provide timely overpayment/over issuance computations in all cases of alleged fraud.

- D. Review all referrals received through the DA's Welfare Fraud Hot Line against information contained in the case file, attempt to resolve the referrals, and respond to the DA within the prescribed time frame.
- E. Comply with all other provisions of Division 21, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.
- F. Review and/or validate the accuracy of the Fraud Investigation Activity Report (DPA 266) prior to its submission to CDSS by DSS.
- G. Provide DA personnel with office space at DSS district locations in accordance with County office space standards, to allow DA personnel to carry out their job functions.

### **Article 3. Fiscal Provisions**

For the purpose of obtaining reimbursement for certain investigation and prosecution costs pertaining to CalWORKs and/or the Food Stamp Programs, the DA agrees to:

- A. Determine appropriate indirect costs in accordance with A-87 requirements.
- B. Maintain payroll, personnel timekeeping, and all other pertinent records associated with cost.
- C. Complete time studies as required by CDSS during the quarterly claiming period. All time studies are to be retained in the District Attorney's files for future audit purposes.
- D. Submit timely billing request for all costs authorized by this agreement to DSS on a quarterly basis.

### **Article 4. Mutual Responsibilities**

- A. Cooperate in establishing and maintaining a vigorous and viable program of welfare fraud control.
- B. Be subject to audit and review for compliance by any Federal or State agency involved in the administration of welfare programs.
- C. Designate one management level person in both the DSS and DA's Office to serve as liaison for the implementation, operation and evaluation of this agreement.



## **Article 5. General Provisions**

- A. The term of this agreement is from July 1, 2018 through June 30, 2019. (The agreement should be a one-year term; to either be renegotiated at the end of the year or extended each year. The Request for Purchase of Services Agreement or notice of extension will be sent to the DSS and DA by the Fraud Bureau. A copy of a re-negotiated or new agreement shall be sent to the CDSS Fraud Bureau.)
- B. Upon one hundred and twenty (120) days written notice, either party may cancel this agreement.
- C. This agreement may be amended by mutual consent of both parties.

## **Article 6. Non-Discrimination**

No person shall be subjected to discrimination on the grounds of race, color, national origin, age, political affiliation, religion, marital status, sex, or disability in the investigations covered by this agreement. To this extent, the DA agrees to comply with the provisions of Division 21, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual, which implements the provision of the applicable Federal and State civil rights laws.

The DA shall ensure that its policies and procedures for administering this program do not have the affect of subjecting individuals to discriminatory treatment or defeating the objectives of these regulations. The DA shall take whatever steps are necessary to fulfill the requirements of this section.

## **Article 7. Confidentiality Statement**

California W&IC, Section 10850, provides for the confidentiality of welfare records and prohibits their being opened for examination for any purpose not directly connected with the administration of public social services. The California Code of Federal Regulations (CCFR), Title 45, Section 205.50(a)(i)(B) places as directly connected, any investigation, prosecution or criminal or civil proceeding conducted in connection with the administration of any such plans or programs. Accordingly, courts, law enforcement officials, public assistance investigators or duly-appointed DA Investigators assigned to a public assistance investigation function shall have access to public assistance case records. Information gained from such access shall be used only in promotion or support of the administration of the public assistance program administered by the County.

Agreement made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed.

COUNTY OF AMADOR

OFFICE OF THE DISTRICT ATTORNEY  
COUNTY OF AMADOR

BY: \_\_\_\_\_  
Chairperson, Board of Supervisors

BY: Todd D. Riebe  
Todd D. Riebe, District Attorney

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL  
COUNTY OF AMADOR

BY: \_\_\_\_\_  
Gregory Gillott, County Counsel

ATTEST:  
JENNIFER BURNS, CLERK OF THE  
BOARD OF SUPERVISORS

\_\_\_\_\_

## ATTACHMENT A

### FISCAL YEAR 18/19

DA Investigator - Mark Anderson

using 960 hours worked

							45.70%		
per hour									
JULY-SEPT	OCT-JUNE + 1%	Total	OT @ 1.5	# Hours	Total	Total Wages	Indirect / Fringe	TOTAL	
\$49.26	\$49.75	\$47,645.00	\$74.63	0	\$0.00	\$47,645.00	\$21,774.00	\$69,419.00	

# hours (est)	
240	720

DA Investigator - Vacant

using 960 hours worked

							45.70%		
per hour									
JULY-SEPT	OCT-JUNE + 1%	Total	OT @ 1.5	# Hours	Total	Total Wages	Indirect /Fringe	TOTAL	
\$49.26	\$49.75	\$47,645.00	\$74.63	0	\$0.00	\$47,645.00	\$21,774.00	\$69,419.00	

# hours (est)	
240	720

<b>TOTAL</b>	<b>\$138,838.00</b>
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# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 4, 2018

## **SUBJECT**

Amador Fire Protection District: Acceptance of the draft Local Special Tax Accountability Report for FY Ended 2018.

## **Recommendation:**

Accept the Report

## **4/5 vote required:**

No

## **Distribution Instructions:**

AFPD

## **ATTACHMENTS**

- [Local Agency Special Tax and Bond Accountability.pdf](#)



**COUNTY OF AMADOR  
COMMUNITY FACILITIES DISTRICT No. 2006-1  
(FIRE PROTECTION SERVICES)**

**LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY  
ACT COMPLIANCE (SB 165)  
FISCAL YEAR 2017/18**

**KOPPEL & GRUBER**  
PUBLIC FINANCE

334 VIA VERA CRUZ, SUITE 256  
SAN MARCOS  
CALIFORNIA 92078

T. 760.510.0290  
F. 760.510.0288

## **LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT COMPLIANCE (SB 165)**

---

### **A. Background**

The Local Agency Special Tax and Bond Accountability Act (“Accountability Act”) was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001. According to the requirements of the Accountability Act (*Sections 50075.1 and 53410 of the Government Code of the State of California*), an annual report must be filed by the local agency levying a special tax and/or issuing a bond measure on or before each January 1, commencing January 1, 2001 and shall contain a description of the following:

- (1) The amount of funds collected and expended to fund authorized facilities/services in the previous fiscal year.
- (2) The status of any project required or authorized to be funded by the special tax and/or bond measure.

The information contained in this Section has been compiled and is being presented pursuant to and in accordance with the requirements outlined in the Accountability Act for Fiscal Year 2017/18.

### **B. Authorized Services**

The purpose of CFD No. 2006-1 is to provide for the cost of providing (1) fire protection/paramedic services that are in addition to those provided in the territory within the CFD prior to the formation of CFD No. 2006-1, and (2) incidental expenses related to financing, forming and administering CFD No. 2006-1.

### **C. Collection of Special Taxes & Expenditures**

The following table shows the amount of Special Taxes collected and the expenditures made to fund the authorized services and incidental expenses of CFD No. 2006-1 from July 1, 2017 through June 30, 2018.

<b>ITEM</b>	<b>AMOUNT</b>
<b>BEGINNING BALANCE AS OF JULY 1, 2017</b>	<b>\$99,472.72</b>
<b><u>Sources of Funds</u></b>	
Special Tax Collections	\$54,275.46
Interest Earnings	759.20
<b><i>Subtotal Sources of Funds</i></b>	<b>\$55,034.66</b>
<b><u>Expenditures</u></b>	
Administrative Expenses	\$3,031.75
Fire Protection/Paramedic Services	94,506.20
<b><i>Subtotal Expenditures</i></b>	<b>\$97,537.95</b>
<b>ENDING BALANCE AS OF JUNE 30, 2018</b>	<b>\$56,969.43</b>

# Board of Supervisors Agenda Item Report

Submitting Department: District Attorney

Meeting Date: December 4, 2018

## **SUBJECT**

District Attorney: Application for Victim/Witness Assistance Program Grant Fiscal Year 2018/2019

## **Recommendation:**

Approval of the Application

## **4/5 vote required:**

No

## **Distribution Instructions:**

Please send approved application to Harla Ward-Victim Witness; Auditor

## **ATTACHMENTS**

- [scan \(1\).pdf](#)





**Application Cover Sheet**

**RFA PROCESS**

**VICTIM/WITNESS ASSISTANCE PROGRAM**

Submitted by:  
Amador County Victim Witness Assistance Program  
708 Court Street  
Jackson, CA 95642  
209/223-6475

(Cal OES Use Only)

Cal OES#		FIPS#		VS #		Subaward #	
----------	--	-------	--	------	--	------------	--

## CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES), makes a Grant Subaward of funds set forth to the following:

1. **Subrecipient:** Amador County 1a. DUNS#: 081269789  
2. **Implementing Agency:** Amador County District Attorney's Office 2a. DUNS#: 081269789  
3. **Implementing Agency Address:** 708 Court Street Jackson 95642-2132  
Street City Zip+4  
4. **Location of Project:** 708 Court Street Amador 95642-2132  
City County Zip+4  
5. **Disaster/Program Title:** Victim/Witness Assistance Program 6. Performance Period: 10/01/18 to 09/30/19  
7. **Indirect Cost Rate:**  N/A;  10% de minimis;  Federally Approved ICR \_\_\_\_\_ %

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2017	8. VOCA		\$ 174,060		\$ 4,853		\$ 4,853	\$ 178,913
2018	9. VWA0	\$ 19,249					\$ 0	\$ 19,249
2018	10. VOCA		\$ 106,147		\$ 5,307		\$ 5,307	\$ 111,454
Select	11. Select						\$ 0	\$ 0
Select	12. Select						\$ 0	\$ 0
	<b>TOTALS</b>	\$ 19,249	\$ 280,207	\$ 299,456	\$ 10,160	\$ 0	\$ 10,160	12. G Total Project Cost: \$ 309,616

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. **Official Authorized to Sign for Subrecipient:** Lynn A. Morgan 16. Federal Employer ID Number: 94-6000-504  
Name: Lynn A. Morgan Title: Chairman, Amador Board of Supervisors  
Telephone: 209/223-6470 FAX: 209/223-0619 Email: Lynn A. Morgan  
(area code) (area code)  
Payment Mailing Address: 810 Court Street City: Jackson, CA Zip+4: 95642-2132  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

[FOR Cal OES USE ONLY]

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal OES Fiscal Officer	Date	Cal OES Director (or designee)	Date
------------------------	------	--------------------------------	------

**PROJECT CONTACT INFORMATION**

Subrecipient: Amador County Subaward #: VW18 33 0030

Provide the name, title, address, telephone number, and e-mail address for the project contacts named below. **NOTE: If you use a PO Box address, a street address is also required for package delivery and site visit purposes.**

1. The **Project Director** for the project:

Name: Todd D. Riebe Title: Amador County District Attorney  
Telephone #: 209/223-6444 Fax#: 209/223-6304 Email Address: triebe@amadorgov.org  
Address/City/Zip: 708 Court Street, Jackson CA 95642

2. The **Financial Officer** for the project:

Name: Tacy Oneto Rouen Title: Amador County Auditor  
Telephone #: 209/223-6357 Fax#: 209/223-6721 Email Address: Trouen@amadorgov.org  
Address/City/Zip: 810 Court Street, Jackson CA 95642

3. The **person** having **Routine Programmatic** responsibility for the project:

Name: Harla Ward Title: Project Coordinator  
Telephone #: 209/223-6475 Fax#: 209/223-6480 Email Address: hward@amadorgov.org  
Address/City/Zip: 708 Court Street, Jackson CA 95642

4. The **person** having **Routine Fiscal Responsibility** for the project:

Name: Amber Weart Title: Legal Assistant  
Telephone #: 209/223-6760 Fax#: 209/223-6304 Email Address: aweart@amadorgov.org  
Address/City/Zip: 708 Court Street, Jackson CA 95642

5. The **Executive Director** of a Community Based Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Todd D. Riebe Title: Amador County District Attorney  
Telephone #: 209/223-6444 Fax#: 209/223-6304 Email Address: triebe@amadorgov.org  
Address/City/Zip: 708 Court Street, Jackson CA 95642

6. The **Official Designated** by the Governing Board to enter into the Grant Subaward for the City/County or Community-Based Organization, as stated in Section 15 of the Grant Subaward Face Sheet:

Name: Lynn A. Morgan Title: Chairman - Amador County Board of Supervisors  
Telephone #: 209/223-6470 Fax#: 209/223-6210 Email Address: lmorgan@amadorgov.org  
Address/City/Zip: 810 Court Street, Jackson CA 95642

7. The **chair** of the **Governing Body** of the subrecipient:

Name: Lynn A Morgan Title: Chairman - Amador County Board of Supervisors  
Telephone #: 209/223-6470 Fax#: 209/223-6210 Email Address: lmorgan@amadorgov.org  
Address/City/Zip: 810 Court Street, Jackson CA 95642

# SIGNATURE AUTHORIZATION

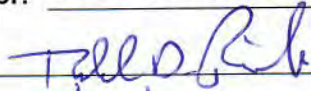
Subaward #: VW18330030

Subrecipient: Amador County

Implementing Agency: Amador County District Attorney's Office

\*The **Project Director** and **Financial Officer** are **REQUIRED** to sign this form.

\***Project Director:** Todd D. Riebe

Signature: 

Date: 9/18/18

\***Financial Officer:** Tacy Oneto Rouen

Signature: 

Date: 9/20/2018

The following persons are authorized to sign for the  
**Project Director**

  
Signature

Robert Trudgen  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

The following persons are authorized to sign for the  
**Financial Officer**

  
Signature

Michelle Begovich  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**CERTIFICATION OF ASSURANCE OF COMPLIANCE**  
**Victims of Crime Act (VOCA) Fund**

The applicant must complete a Certification of Assurance of Compliance-VOCA (Cal OES 2-104f), which includes details regarding Federal Grant Funds, Equal Employment Opportunity Program, Drug Free Workplace Compliance, California Environmental Quality Act, Lobbying, Debarment and Suspension requirements, Proof of Authority from City Council/Governing Board, Civil Rights Compliance, and the special conditions for Subaward with the above mentioned fund. The applicant is required to submit the necessary assurances and documentation before finalization of the Grant Subaward. In signing the Grant Subaward Face Sheet, the applicant formally notifies Cal OES that the applicant will comply with all pertinent requirements.

Resolutions are no longer required as submission documents. Cal OES has incorporated the resolution into the Certification of Assurance of Compliance, Section VII, entitled, "Proof of Authority from City Council/Governing Board." The Applicant is required to obtain written authorization (original signature) from the City Council/Governing board that the official executing the agreement is, in fact, authorized to do so, and will maintain said written authorization on file and readily available upon demand. This requirement does not apply to state agencies.

**CERTIFICATION OF ASSURANCE OF COMPLIANCE  
Victims of Crime Act (VOCA) Fund**

I, Lynn A. Morgan hereby certify that  
(official authorized to sign Subaward; same person as Section 15 on Subaward Face Sheet)

SUBRECIPIENT: Amador County  
IMPLEMENTING AGENCY: Amador County District Attorney  
PROJECT TITLE: Victim/Witness Assistance Program

is responsible for reviewing the *Subrecipient Handbook* and adhering to all of the Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

**I. Federal Grant Funds**

Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Subrecipient Handbook for more detail.

- The above named Subrecipient receives \$750,000 or more in federal grant funds annually.
- The above named Subrecipient does not receive \$750,000 or more in federal grant funds annually.

**II. Equal Employment Opportunity – (*Subrecipient Handbook Section 2151*)**

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of ancestry, age (over 40), color, disability (physical and mental, including HIV and AIDS), genetic information, gender, gender identity, gender expression, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military, veteran status, national origin, race, religion (includes religious dress and grooming practices), sex (includes pregnancy, childbirth, breastfeeding and/or related medical conditions) sexual orientation, or request for family medical leave. **Cal OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: Chuck Illey  
Title: Amador County Administration Officer  
Address: 810 Court Street, Jackson CA 95642  
Phone: 209/223-6470  
Email: Cilley@amadorgov.org

**III. Drug-Free Workplace Act of 1990 – (Subrecipient Handbook, Section 2152)**

The State of California requires that every person or organization subawarded a grant or contract shall certify it will provide a drug-free workplace.

**IV. California Environmental Quality Act (CEQA) – (Subrecipient Handbook, Section 2153)**

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.*) requires all Cal OES funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

**V. Lobbying – (Subrecipient Handbook Section 2154)**

Cal OES grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

**VI. Debarment and Suspension – (Subrecipient Handbook Section 2155)**

*(This applies to federally funded grants only.)*

Cal OES-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

**VII. Proof of Authority from City Council/Governing Board**

The above-named organization (Applicant) accepts responsibility for and will comply with the requirement to obtain a signed resolution from the city council/governing board in support of this program. The applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Subaward, including civil court actions for damages, shall be the responsibility of the grant Subrecipient and the authorizing agency. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal OES shall not be used to supplant expenditures controlled by the city council/governing board.

The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

**VIII. Civil Rights Compliance**

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

## **IX. Special Condition for Grant Subaward with Victims of Crime Act (VOCA) Funds**

### **1. Applicability of Part 200 Uniform Requirements**

The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements").

### **2. Compliance with DOJ Grants Financial Guide**

The Subrecipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

### **3. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)**

The Subrecipient agrees to comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipient or individuals defined (for purposes of this condition) as "employees" of the Subrecipient.

The details of the Subrecipient's obligations regarding prohibited conduct related to trafficking in persons are posted on the OJP website at: <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by Subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

### **4. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events**

The Subrecipient agrees to comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

### **5. Effect of Failure to Address Audit Issues**

The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

### **6. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct**

The Subrecipient agrees to promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.



Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by:

- Mail: Office of the Inspector General,  
U.S. Department of Justice, Investigations Division,  
950 Pennsylvania Avenue, N.W. Room 4706,  
Washington, DC 20530;
- E-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov);
- DOJ OIG hotline (contact information in English and Spanish): (800) 869-4499; and/or
- DOJ OIG hotline fax: (202) 616-9881.

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

#### 7. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds

The Subrecipient agrees to comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

#### 8. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

The Subrecipient understands and agrees that no Subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

##### a. In accepting this award, the Subrecipient:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

##### b. If the Subrecipient does or is authorized under this award to make subawards, procurement contracts, or both:

- It represents that (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a subaward, procurement contract, or subcontract

under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- It certifies that, if it learns or is notified that any Subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

9. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient understands that DOJ encourages Subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. Additional DOJ Awarding Agency Requirements

The Subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the Subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

11. OJP Training Guiding Principles

The Subrecipient understands and agrees that any training or training materials developed or delivered with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

12. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

13. Specific Post-Award Approval Required to Use a Non-Competitive Approach in any Procurement Contract that Would Exceed \$150,000

The Subrecipient agrees to comply with all applicable requirements to obtain specific advance approval to use a non-competitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that, for purposes of federal grants administrative requirement, OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> [Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)] and are incorporated by reference here.

#### 14. Requirement for Data on Performance and Effectiveness Under the Award

The Subrecipient agrees to collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

#### 15. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Subrecipient agrees to comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

#### 16. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

#### 17. Demographic Data

The Subrecipient agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

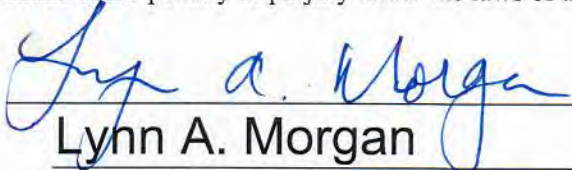
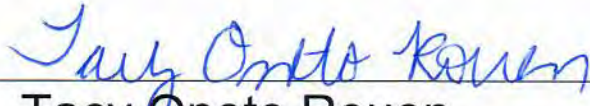
18. Performance Reports

The Subrecipient agrees to submit (and, as necessary, require sub-Subrecipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Access to Records

The Subrecipient authorizes the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

All appropriate documentation must be maintained on file by the project and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION	
I, the official named below, am the same individual authorized to sign the Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.	
Authorized Official's Signature:	
Authorized Official's Typed Name:	<u>Lynn A. Morgan</u>
Authorized Official's Title:	<u>Chairman of Amador County Board of Supervisors</u>
Date Executed:	_____
Federal Employer ID #:	<u>94-6000-505</u>
Federal DUNS #:	<u>081269789</u>
Current System for Award Management (SAM) Expiration Date:	_____
Executed in the City/County of:	<u>Jackson, Amador</u>
<b>AUTHORIZED BY:</b> <i>(not applicable to State agencies)</i>	
<input type="checkbox"/> City Financial Officer	<input checked="" type="checkbox"/> County Financial Officer
<input type="checkbox"/> City Manager	<input type="checkbox"/> County Manager
<input type="checkbox"/> Governing Board Chair	
Signature:	
Typed Name:	<u>Tacy Oneto Rouen</u>
Title:	<u>Amador County Auditor</u>

Subrecipient: \_\_\_\_\_

Subaward #: \_\_\_\_\_

### **Project Narrative**

Amador County covers 568 square miles ranging from gently rolling pastures in the west to rugged mountain terrain in the east; elevations ranging from 200 to 9,000 feet. The county seat is the City of Jackson, incorporated in 1905. Other incorporated communities are Amador City, Lone, Plymouth and Sutter Creek; although small by most urban standards, three of these cities have their own police departments. Mule Creek State Prison is in the Northwestern area and houses 2,914 inmates; crimes committed on prison grounds are prosecuted in this county, victims and witnesses in these crimes are assisted by this program. Crimes committed at or related to the Jackson Rancheria Casino are prosecuted here as well; a second casino has now broken ground and one more is planned but remains unbuilt. The most recent census lists Amador's population at 38,626, with an ethnic breakdown of 77.8% White, 2.5% Black, 14.1% Hispanic, 2.3% Native American and 3.3% Asian, Pacific Rim and Other. This report also places our population over the age of 65 at 26.6%, much higher than the state average at 12.1%.

Staff is the Project Coordinator who performs all administrative tasks and carries a full victim caseload and a full time advocate who is the initial contact for all inquiries for service while providing advocacy and court accompaniment. We are able to contact additional victims and we are providing a wider range of services while offering proactive advocacy for basic services.

Additional funding for the Mass Casualty Advocate position will be filled during this fiscal year; this person will be trained and certified in appropriate subjects during this fiscal year if possible.

Subrecipient: \_\_\_\_\_

Subaward #: \_\_\_\_\_

## PLAN AND IMPLEMENTATION

This project's emphasis is to meet the needs of victims of violent crimes; however, all victims are served either by our office on request of the victim, the District Attorney's office or by a law enforcement agency that may refer someone to us. Each victim receives contact information at the time a report is taken and they are encouraged to get in touch with our office; additionally the District Attorney's staff send Marsy's Rights pamphlets to each named victim at the time of charging; this information includes Victim/Witness contact number as well. We also receive referrals from CPS, APS, the women's center and many other service agencies in the area.

This year's budget again allows for a full time Advocates position whose time will be spent reaching out to as many new clients as possible, giving assistance with VCB claim forms and providing individual court advocacy on a regular basis. The increase in grant VOCA funds will continue to fund a full time advocate position and the additional VOCA funding for Mass Casualty response will be used to hire and train a new advocate and acquire the equipment needed for this position. The current advocate on staff has the training and certification to develop a program to prepare for a mass casualty event and to establish our responsibilities in case of such an. A mutual response protocol with Victim/Witness programs outside our county will also need to be established. The breakdown of cost for additional position is outlined in our budget pages; every effort will be made to accomplish this task during this fiscal year.

Our program does have a volunteer who is able to give some time inputting older cases and to help support staff with outreach projects and help to staff a booth we share with the District Attorney, at the county fair. Her time in the office is tracked on a "dates and hours worked" time sheet, (attached) and given to the Project Coordinator. Our two newest volunteers are part of what we believe to be a very new and innovative approach to providing a court/comfort dog. We have had them in for several child interviews and court tours: they have also assisted in several adult cases where our victims were frightened to testify. Bentley has been a very effective court companion on an as needed basis and there is no fee for their services. We now have this wonderful service to offer without the cost of training and maintaining a dog of our own.

Subrecipient: \_\_\_\_\_ Subaward #: \_\_\_\_\_

This office is located in the District Attorney's Office, providing us the ability to forward calls to their clerical staff when we are out of the office and walk in clients can be given information and a time to return; we are not currently being charged for this assistance. This facility also meets all ADA requirements with wheelchair access to the front door of the building and an elevator is available; if it becomes necessary to go upstairs for any reason, special needs of clients and future staff can be accommodated.

This project is an active member of the Amador County Domestic Violence Council, comprised of more than twenty agencies. Membership includes our presiding Superior Court Judge, Chief Probation Officer, District Attorney, Public Health Nurse, all Amador County Police Chiefs and Sheriff (or their representative), Child Protective Services, Kene Me Wu Family Healing Center, Amador Tuolumne Community Action Agency, Nexus, Operation Care, First Five Amador and other community agencies involved in domestic violence prevention. We meet every other month and communicate frequently; keeping our program aware of help available for the victims; we serve in both domestic violence and child abuse cases. Our participation in the group provides many advantages with minimal time spent. We have also collaborated with Operation Care and other participating agencies on a VOCA XC grant to enhance our ability to provide much-needed advocacy to the underserved victims in our community.

Every year we participate in a booth at the Amador County Fair with the District Attorney's Office, spending time meeting the public and answering questions about our program. Many law enforcement officers in our county carry pocket sized Referral Slips provided by our program; the information includes agencies involved in Domestic Violence, their phone numbers, a case number, name of deputy/officer and some of the services provided by the Victim/Witness Program. Many of the victims contacting our office are a direct result of these cards; we try to maintain good communication and exchange information with law enforcement on a regular basis resulting in quality assistance to the victims we serve.



Subrecipient: \_\_\_\_\_ Subaward #: \_\_\_\_\_

Public transportation and affordable housing remains an issue in our rural area but we are able to arrange to get the information to victims who need services and we have been provided bus vouchers to share with clients who need help getting to court or to our office for assistance. Relocation funds are not always helpful; lack of available housing and high rents are restrictive but we continue to maintain good relations with the local complex managers that provide affordable housing and in a few cases have been able to expedite long waiting lists.

Service to victims with hearing impairments is handled on an individual case basis, there are a limited number of translators available in our area. We have good access available for the disabled and we can make field visits when necessary. This office has an operational agreement with San Joaquin County Victim/Witness Program to provide Spanish speaking assistance when necessary for completing forms and requests for services. As stated in the census portion, our elderly population is one of the largest percentages in the state; we receive requests for assistance from Adult Protective Services and Law Enforcement. We will use a portion of the additional advocate's time to reach out to seniors in a more proactive manner and to increase our outreach to senior service agencies in the community. Amador County is a rural community; we lack many of the services that may be available in larger counties but we work on a first name basis with law enforcement and other agencies. This connection still allows us to know more about the gaps in services and to reach out to victims as individuals, reducing the time from event to solution. Maintaining good communication and staying current with services offered by all other agencies ensures full utilization of what is available. Our existing Operational Agreements, listed within this application, reflect the cooperation of the Amador County agencies that we rely on day to day. We maintain a close, working relationship with our women's center and rely on several other related agencies in our community to achieve our goals. Amador First Five continues to provide funding for attorneys to represent victims (with children under 5) and obtain restraining and custody Orders. Assisting with restraining orders is an optional service to our program but a

Subrecipient: \_\_\_\_\_ Subaward #: \_\_\_\_\_

critical safety issue for many of the families we work with. The ability to refer them to an attorney is a luxury in our rural community. Operation Care's XC grant also pays for attorney's fees in custody issues, immigration paperwork and they are able to replace stolen property to victims of crime in our area. Elder Abuse restraining order requests will be given assistance because their vulnerability makes them a priority.

The number of victims served, and the services provided to them, continued to increase during the last grant year. We remain committed to providing the most comprehensive assistance possible to the victims and witnesses served by this program.

After hours contact number is 209/304-9686 (Cell); home address and phone number is on file at the Amador County Sheriff's Office. In case of an emergency, contact may be made through them at 209/223-6500.

### **Budget Narrative**

Funds budgeted are there to support the stated objectives and activities of the Project. This office will remain open and staffed Monday through Friday; all calls and inquiries will be answered as quickly as possible and the needs of victims will continue to be our priority.

This year's budget will fund Project Coordinator and two full time Advocate positions. All staff in this budget are Project funded and give full commitment to this program with no other job responsibilities: our Director, the District Attorney, takes no salary from the grant and both our financial and technical support are provided at no additional charge. Current staff is fully trained, but the new Advocate (when hired) will require training. Both Advocates will be sent to any training for Mass Violence that may be offered. By training both we will have some flexibility in staffing, in the event that one is needed to respond somewhere or for any length of time.

The Project Coordinator/Advocate has been with Victim/Witness for twenty-one years, has completed all levels of required Advocate training provided by CCVAA, of which she is a member in good standing. She is a certified Senior Victim Advocate, which requires five years of experience, is also certified in Crisis Response Team Training from NOVA through OES and has completed the advanced portion as well. The Projects Advocate is fully trained and certified in both Entry Level and Advanced Advocate training. On her return, following an absence of a few years, she retook the Advanced to refresh and update her certification and has attended several Native American Women's conferences with emphasis on Domestic Violence and Sexual Assault. These trainings are a cooperative effort with Kene Me Wu Native American Family Healing Center, to promote understanding of Native American traditions that we may better serve their needs.

Project staff will attend trainings held locally whenever possible and participate in interagency programs to maximize the outreach we are able to provide.

There is money allocated in this budget for training for the new advocate at Entry Level, and specialized trainings for mass victimization incidents whenever they are available; both

Advocates will participate in these. Staff will continue to find affordable, local training opportunities whenever possible.

Our location in the District Attorney's Office affords phone coverage and makes information available to walk-in clients when we are away; it also provides the security of our DA Investigators when necessary. The Coordinator/Advocate is on call to allow for 24/7 Victim/Witness Advocacy if needed. With funds provided by Operation Care, our women's center, and the VC grant they received, we have an extra help person to assist with clerical and to continue scanning our older files in an effort to become paperless.

We have a volunteer who assisted in the data transfer when we switched programs; she now participates in special events and in distributing outreach material for special projects. Our dearest volunteer is Bentley, a chocolate lab, court/comfort dog; he and his trainer/owner have been participating in courtroom visits and interviews with several children who are victims in cases that have been successfully resolved. Parents have been very grateful for this service and several of our senior clients have taken comfort in his company. Our budget does not allow for the purchase, training and care of a fulltime court/comfort dog, nor is one needed every day. Bentley's trainer/owner has been very generous in the time she has pledged to our program and has become a valuable addition to our staff. We are very grateful for their addition to the list of services that we can provide.

With the additional VMA funding, we will purchase a computer, workstation and equipment to support the new position. A vehicle will be purchased for the exclusive use of the Victim/Witness program giving us the ability to respond to incidents if it is necessary, but to also attend trainings, transport victims to interviews and court and to visit them in their homes. We have never had a vehicle assigned to our Program, so most of our travel has been in our personal vehicles, which at times, creates a safety issue for Advocates.

**BUDGET CATEGORY AND LINE ITEM DETAIL**

Subrecipient: Amador County				Subaward #: VW18330030			
A. Personal Services – Salaries/Employee Benefits	18VOCA	18VOCA Match	17VOCA	18VWAO	17 VOCA Match		COST
<b>Salaries:</b>							\$0
<b>Program Coordinator (100%)</b> 2088 hrs x \$39.35 per hr = \$82,162.80 (Oct.2018-Sept. 2019)			\$82,163				\$0
Total = \$82,162.80							\$0
<b>Victim Witness Advocate (98%)</b> 2046.2 hrs x \$23.69 per hr = \$48,475.43 (Oct.2018-Sept.2019)			\$29,226	\$19,249			\$0
Total = \$48,475.43							\$0
<b>MVA Victim Witness Advocate (100%) start 12/01/18-9/30/19</b> 1740 hrs. x \$21.41 per hr = \$37,253.40	\$37,253						\$0
Total = \$37,253.40							\$0
<b>THE ABOVE DIRECT SERVICES FUNDS ARE DESIGNATED AS VOCA COMPLIANT</b>							\$0
<b>Benefits:</b> * Note: Benefits include insurance allowance, FICA, Medicare and Workers' Compensation Insurance.							\$0
<b>Program Coordinator</b>							\$0
Health/Dental/Vision Insurance \$596.12 x 12 = \$7,153.44			\$7,153				\$0
Retirement \$82,162.80 x .0889 = \$7,304.28			\$7,304				\$0
Social Security/FICA/OASDI \$82,162.80 x .0765 = \$6,285.45			\$6,285				\$0
Workers' Compensation Insurance \$82,162.80 x .05 = \$4,108.14			\$4,108				\$0
<b>Victim Witness Advocate</b>							\$0
Health/Dental/Vision Insurance \$1,755.76 x 12 = \$21,069.12 @ 98% = \$20,647.74			\$20,648				\$0
Retirement \$48,475.43 x .0889 = \$4,309.47			\$4,309				\$0
Social Security/FICA/OASDI \$48,475.43 x .0765 = \$3,708.37			\$3,708				\$0
Workers' Compensation Insurance \$48,475.43 x .05 = \$2,425.95			\$2,426				\$0
<b>MVA Victim Witness Advocate</b>							\$0
Health/Dental/Vision Insurance \$1,755.76 x 10 = \$17,557.60	\$17,558						\$0
Retirement \$37,253.40 x .0889 = \$3,311.83	\$3,312						\$0
Social Security/FICA/OASDI \$37,253.40 x .0765 = \$2,849.89	\$2,850						\$0
Workers' Compensation Insurance \$37,253.40 x .05 = \$1,862.67	\$1,862						\$0
<b>Personal Section Totals</b>	\$62,835	\$0	\$0	\$167,330	\$19,249	\$0	\$0
<b>PERSONAL SECTION TOTAL</b>							\$249,414

**BUDGET CATEGORY AND LINE ITEM DETAIL**

Subrecipient: Amador County				Subaward #: VW18330030			
	18VOCA	18VOCA Match	17VOCA	18VWAO	17 VOCA Match		COST
<b>B. Operating Expenses</b>							\$0
<b>Indirect Cost 10% (salary)</b>	\$3,725	\$5,307	\$2,904		\$4,853		\$16,789
Program Coordinator \$82,163 x 0.10=\$8,216.30							\$0
Victim Witness Advocate \$48,475.43 x 0.10=\$4,847.54							\$0
MVA Victim Witness Advocate \$37,253.40 x 0.10=\$3,725.34							\$0
							\$0
							\$0
<b>Office Supplies</b>							\$0
General office supplies, paper							\$0
226.17 x 12 mos. = \$2,714	\$2,135		\$579				\$2,714
Laptop with docking station (one time expense)	\$1,350						\$1,350
Monitors and Soundbar (one time expense)	\$208						\$208
Cell Phone (one time expense)	\$60						\$60
Office Phone (one time expense)	\$50						\$50
External DVD for Laptop (one time expense)	\$30						\$30
External Blue Ray for Laptop (one time expense)	\$115						\$115
Scanner, High Capacity (one time expense)	\$950						\$950
Desk (one time expense)	\$1,482						\$1,482
Chair (one time expense)	\$300						\$300
Fingerprints/credit report (one time expense)	\$90						\$90
HP Laser Jet Ink Cartridges Color 3 x \$92.10	\$276						\$276
HP Laser Jet Ink Cartridge Blk 2 x \$70.00	\$140						\$140
							\$0
							\$0
<b>Communications</b>							\$0
2 phone lines and 1 fax line							\$0
\$63.00 mo. X 12 mos. = \$756	\$378		\$378				\$756
2 cell phones							\$0
\$90.08 mo. X 12 mos. =\$1,080.96	\$540		\$541				\$1,081
							\$0
<b>Outreach</b>	\$1,072		\$429				\$1,501
							\$0
<b>IT Tech Services/Maintenance/Programs</b>							\$0
\$135.11 mo. X 12 mos. =\$1,621.32	\$811		\$811				\$1,621
New computer set up (one time expense)	\$400						\$400
							\$0
							\$0
<b>Vehicle Expense (includes fuel &amp; maintenance)</b>							\$0
\$85 mo. X 7 mos. =\$595	\$595						\$595
							\$0
							\$0
<b>Travel</b>							\$0
Lodging for (5) training/meetings:							\$0
(1) OES required training (1 day)	\$130						\$130
(1) N. Regional Coordinator Meeting (1 day)	\$130						\$130
(1) Native Amercian Victims Conference (2 days) 2x\$130	\$260						\$260
(2) Mass Victimization Training (3 days) 3 x \$260	\$390		\$390				\$780
(7 days x 5 meetings) x \$130 = Total \$1,300							\$0
							\$0
							\$0
<b>Meals for (2) training/meetings:</b>							\$0
(1) OES required training (1 day)	\$40						\$40
(1) N. Regional Coordinator Meeting (1 day)	\$40						\$40
(1) Native Amercian Victims Conference (2 days)	\$80						\$80
(2) Mass Victimization Training (3 days)	\$120		\$120				\$240
							\$0
(7 days x 5 meetings) x \$40 per diem = \$400.00							\$0
							\$0
							\$0
<b>Mileage for (2) training/meetings:</b>							\$0
(1) OES required training (1 day)							\$0
(1) N. Regional Coordinator Meeting (1 day)							\$0
(1) Native Amercian Victims Conference (2 days)							\$0
(2) Mass Victimization Training (3 days)							\$0
							\$0
(421.72 miles r/t x 2 meetings) x .54 mile = \$455.46	\$228		\$228				\$456
Airfair for training \$350 x 3 = \$1,050	\$700		\$350				\$1,050
							\$0
<b>Dues - CCVAA</b>	\$125						\$125
							\$0
							\$0
<b>Operating Section Totals</b>	\$16,950	\$5,307	\$6,730	\$0	\$4,853	\$0	\$33,840
<b>OPERATING SECTION TOTAL</b>							\$33,840

**BUDGET CATEGORY AND LINE ITEM DETAIL**

Subrecipient: Amador County					Subaward #: VW18330030		
	18VOCA	18VOCA Match	17VOCA	18VWAO	17 VOCA Match		COST
<b>C. Equipment</b>							\$26,362
Vehicle (one time expense)	\$26,362						\$26,362
							\$0
							\$0
							\$0
							\$0
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Equipment Section Totals	\$26,362	\$0	\$0	\$0	\$0	\$0	\$26,362
<b>EQUIPMENT SECTION TOTAL</b>							\$26,362
<b>Category Totals</b>							
<i>Same as Section 12G on the Grant Subaward Face Sheet</i>	\$106,147	\$5,307	\$174,060	\$19,249	\$4,853	\$0	
<b>Total Project Cost</b>							<b>\$309,616</b>

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

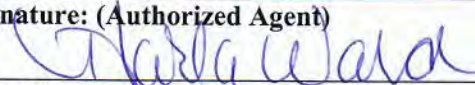
<b>Subrecipient:</b> Amador County	<b>DUNS #</b> 81269789	<b>FIPS #:</b> 005-00000
<b>Grant Disaster/Program Title:</b> Victim/Witness Assistance Program		
<b>Performance Period:</b> 10/01/2018 to 09/30/2019	<b>Subaward Amount Requested:</b> \$ 309,616	
<b>Type of Non-Federal Entity (Check Box)</b>	<input type="checkbox"/> State Gov. <input checked="" type="checkbox"/> Local Gov. <input type="checkbox"/> JPA <input type="checkbox"/> Non-Profit <input type="checkbox"/> Tribe	

Per Title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years <input type="button" value="v"/>
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years <input type="button" value="v"/>
3. How many grants does your organization currently receive?	1-3 grants <input type="button" value="v"/>
4. What is the approximate total dollar amount of all grants your organization receives?	\$ 309,616
5. Are individual staff members assigned to work on multiple grants?	No <input type="button" value="v"/>
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	No <input type="button" value="v"/>
7. How often does your organization have a financial audit?	Annually <input type="button" value="v"/>
8. Has your organization received any audit findings in the last three years?	No <input type="button" value="v"/>
9. Do you have a written plan to charge costs to grants?	Yes <input type="button" value="v"/>
10. Do you have written procurement policies?	Yes <input type="button" value="v"/>
11. Do you get multiple quotes or bids when buying items or services?	Always <input type="button" value="v"/>
12. How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.?	>5 years <input type="button" value="v"/>
13. Do you have procedures to monitor grant funds passed through to other entities?	N/A <input type="button" value="v"/>

<b>Certification:</b> <i>This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.</i>	
<b>Signature: (Authorized Agent)</b> 	<b>Date:</b> 10/31/2018
<b>Print Name:</b> Harla Ward	<b>Print Title:</b> Project Coordinator
<i>Program Specialist Only: SUBAWARD #</i>	



**Certification:** This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.

**Signature: (Authorized Agent)**

*Todd D. Riebe*

**Date:**

*10/24/18*

**Print Name:**

Todd D. Riebe

*Todd D. Riebe*

**Print Title:**

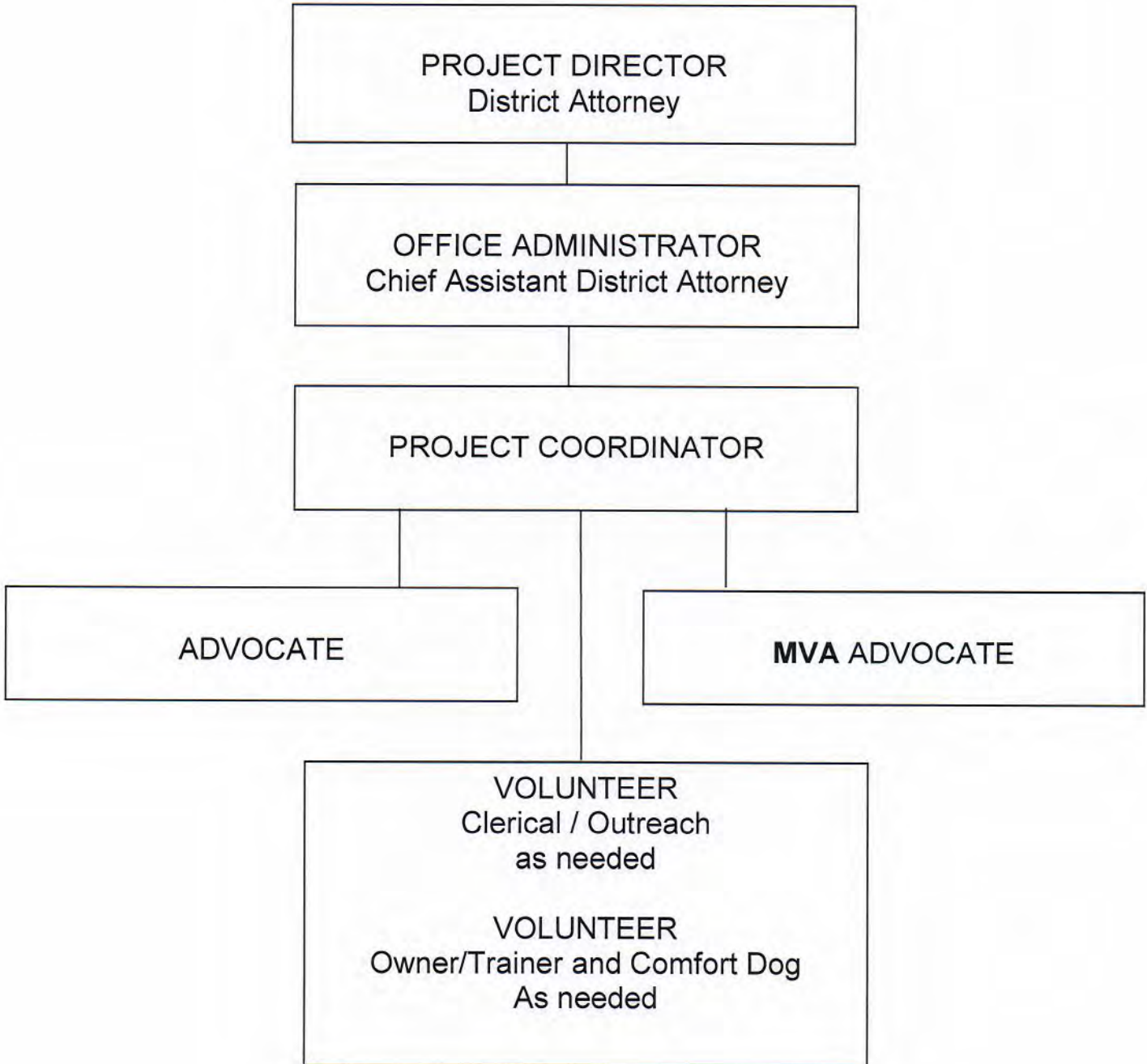
Amador County District Attorney

*Program Specialist Only: SUBAWARD #*

Subrecipient Grants Management Assessment (Rev.03/2018)

**AMADOR COUNTY VICTIM/WITNESS  
ASSISTANCE PROGRAM**

**ORGANIZATIONAL CHART**





**Todd D. Riebe**  
District Attorney

Criminal Division (209) 223-6444  
Investigations (209) 223-6444  
Victim/Witness (209) 223-6474

**Harla Ward**

Hire Date – June 1997  
PROJECT COORDINATOR  
100% time assigned to Victim Witness grant.  
Entry Level Advocate Training – June 1997  
Advanced Advocate Training – October 1999  
Project Coordinator Training – May 2002  
Full time position

**Amy Drake**

Hire Date - February 2002, Rehire - April 2015  
ADVOCATE  
100% time assigned to Victim Witness grant.  
Entry Level Advocate Training – March 2002  
Advanced Advocate Training – May 2003, Repeated May 2015  
Full time position

**Mass Victimization Advocate**

To be hired  
100% time assignment to Victim Witness grant  
Training to take place as soon as available  
Full time position

**PROJECT COORDINATOR**

Under general direction of the District Attorney, plans, organizes, directs, and supervises the activities of the Amador County Victim/Witness Assistance Program, a division of the District Attorney's Office. As Coordinator, assumes substantial management responsibilities in the areas of office systems and procedures, establishment and enforcement of program objectives, and the application of sound business and legal principles in providing comprehensive service to victims and witnesses of crime.  
At this time, the PROJECT COORDINATOR also performs the tasks of ADVOCATE and CLERICAL positions as well.

**ADVOCATES**

Under general direction, to provide a variety of services to victims and witnesses of crimes in accordance with the Victim/Witness program in the County District Attorney's Office. To interview victims and witnesses, assessing needs and making referrals; to assist with the development of community resources for victim/witness assistance; to represent the Victim/Witness program with community organizations and agencies; and to do related work as required.  
**MV Advocate** to participate in trainings, develop mutual response with other county agencies and agreements with nearby Victim/Witness programs to be able to respond in mass victimization incidents if needed and to accomplish requirements outlined in application.  
This advocate will also perform the regular duties of a victim advocate in this program when not needed for MV incidents.

**VOLUNTEERS**

**Clerical** - Under the general direction of the Project Coordinator, provides clerical support and outreach staffing as needed.  
**Court Dog and Handler** - Under the general direction of Project Coordinator, provides comfort and support to victims and witnesses during interviews and court appearances.

## Operational Agreements (OA) Summary Form

List of Agencies/Organizations/Individuals		Date OA Signed (xx/xx/xxxx)	Dates of OA		
			From:	To:	
1.	NEXUS Youth and Family Services of Amador County	09/13/18	10/01/18	to	09/30/21
2.	Amador County Sheriff's Office	10/24/18	10/01/18	to	09/30/21
3.	Amador County Probation	09/26/18	10/01/18	to	09/30/21
4.	Amador County CPS & APS	10/12/18	10/01/18	to	09/30/21
5.	Amador Tuolumne Community Action Agency		10/01/18	to	09/30/21
6.	Jackson Police Department	09/20/18	10/01/18	to	09/30/21
7.	Sutter Creek Police Department	09/27/18	10/01/18	to	09/30/21
8.	Ione Police Department	09/26/18	10/01/18	to	09/30/21
9.	California Highway Patrol	09/25/18	10/01/18	to	09/30/21
10.	Operation Care	10/24/18	10/01/18	to	09/30/21
11.	Kene Me Wu Family Healing Center	09/25/18	10/01/18	to	09/30/21
12.	First 5 of Amador County	10/24/18	10/01/18	to	09/30/21
13.	San Joaquin County Victim/Witness		10/01/18	to	09/30/21
14.				to	
15.				to	
16.				to	
17.				to	
18.				to	
19.				to	
20.				to	

Use additional pages if necessary.

## PROJECT SERVICE AREA INFORMATION

1. COUNTY OR COUNTIES SERVED: Enter the name(s) of the county or counties served by the project. Put an asterisk where the project's principal office is located.

Amador County Victim/Witness Assistance Program  
Amador County  
708 Court Street  
Jackson, CA 95642

2. U.S. CONGRESSIONAL DISTRICT(S): Enter the number(s) of the U.S. Congressional District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

\*Third Congressional District  
Amador County  
708 Court Street  
Jackson, CA 95642

3. STATE ASSEMBLY DISTRICT(S): Enter the number(s) of the State Assembly District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

\*District 10  
Amador County  
708 Court Street  
Jackson, CA 95642

4. STATE SENATE DISTRICT(S): Enter the number(s) of the State Senate District(s) that the project serves. Put an asterisk for the district where the project's principal office is located.

\*District One  
Amador County  
708 Court Street  
Jackson, CA 95642

5. POPULATION OF SERVICE AREA: Enter the total population of the area served by the project.

Amador County  
38,901

# Board of Supervisors Agenda Item Report

Submitting Department: District Attorney

Meeting Date: December 4, 2018

## **SUBJECT**

District Attorney: Chief Assistant District Attorney Serving at the Discretion of the District Attorney so that the individual serves at-will at the discretion of the District Attorney.

## **Recommendation:**

Approve change to the Chief Assistant District Attorney position so that the individual serves at-will at the discretion of the District Attorney.

## **4/5 vote required:**

No

## **Distribution Instructions:**

To Julie Tonn at the District Attorney's Office

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# Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: December 4, 2018

## **SUBJECT**

Human Resources: Reclassification of current Mail Clerk to Mail and Warehouse Specialist in the General Services Department, a newly created classification with a 5% increase from the previous class putting the new range at 1048 Step A \$15.06 - Step E \$18.31.

## **Recommendation:**

Approve the reclassification

## **4/5 vote required:**

No

## **Distribution Instructions:**

Human Resources, Auditor - Payroll

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- [GENERAL UNIT.pdf](#)
- [Mail Clerk and Warehouse Specialist DRAFT.doc](#)

## HUMAN RESOURCES DEPARTMENT

**Judy Dias, Director**

Staff: Lisa Hopkins, Risk Manager ♦ Lisa Gaebe, Benefits ♦ Sarah Duarte, Recruitment

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TO: Board of Supervisors

November 29, 2018

FROM: Judy Dias, Human Resources Director

SUBJECT: Agenda Item: December 4, 2018 meeting

This is to request that the Board consider for the December 4, 2018 Agenda the reclassification of the Mail Clerk position in the General Services Agency. The action requested is to recognize the higher level work being performed for some period of time by the incumbent, John Shuler. The recommended classification is Mail Clerk and Warehouse Specialist.

The position has been assigned additional warehouse duties in addition to the Countywide mail clerk duties. The salary range requested is five per cent (5%) above that of the Mail Clerk classification. The action would be effective December 3, 2018, and cost is within the General Services Agency budget.

This action has been reviewed and confirmed as appropriately classified by the Human Resources Department, and discussed and with SEIU Local 1021.

The consequence of not approving this action would be that the current performance of these duties would not be appropriately classified.

cc: Jon Hopkins, GSA Director



**APPENDIX B  
GENERAL UNIT  
HOURLY CLASSIFICATION AND WAGE PLAN  
1% Increase  
Effective 10/1/2018**

Range	Classification	Step A	Step B	Step C	Step D	Step E	10 yr	15 yr	20 yr	FLSA
1731	4-H Program Coordinator	21.89	22.98	24.13	25.34	26.61	27.27	27.95	28.65	C
2051	Accountant I	25.09	26.34	27.66	29.04	30.50	31.26	32.04	32.84	C
2301	Accountant II	27.59	28.97	30.42	31.94	33.54	34.37	35.23	36.11	C
976	Administrative Asst I	14.34	15.06	15.81	16.60	17.43	17.87	18.31	18.77	C
1117	Administrative Asst II	15.75	16.54	17.36	18.23	19.14	19.62	20.11	20.62	C
1275	Administrative Asst II-Translator	17.33	18.20	19.11	20.06	21.06	21.59	22.13	22.68	C
1275	Administrative Asst, Sr	17.33	18.20	19.11	20.06	21.06	21.59	22.13	22.68	C
1920	Administrative Legal Secretary	23.78	24.97	26.22	27.53	28.90	29.63	30.37	31.13	C
1602	Administrative Secretary	20.60	21.63	22.71	23.85	25.04	25.67	26.31	26.96	C
1730	Administrative Supervisor	21.88	22.97	24.12	25.33	26.60	27.26	27.94	28.64	C
1809	Administrative Technician	22.67	23.80	24.99	26.24	27.56	28.24	28.95	29.67	C
1627	Agriculture & Standards Insp I	20.85	21.89	22.99	24.14	25.34	25.98	26.63	27.29	C
1914	Agriculture & Standards Insp II	23.72	24.91	26.15	27.46	28.83	29.55	30.29	31.05	C
2271	Agriculture & Standards Insp III	27.29	28.65	30.09	31.59	33.17	34.00	34.85	35.72	C
1062	Agriculture Technician	15.20	15.96	16.76	17.60	18.48	18.94	19.41	19.90	C
1215	Agriculture Technician/GIS Asst	16.73	17.57	18.44	19.37	20.34	20.84	21.36	21.90	C
1914	Air Pollution Inspector I	23.72	24.91	26.15	27.46	28.83	29.55	30.29	31.05	C
2272	Air Pollution Inspector II	27.30	28.67	30.10	31.60	33.18	34.01	34.86	35.73	C
976	Airport Assistant	14.34	15.06	15.81	16.60	17.43	17.87	18.31	18.77	C
2958	Airport Manager	34.16	35.87	37.66	39.54	41.52	42.56	43.62	44.71	E
1121	Animal Care Technician I	15.79	16.58	17.41	18.28	19.19	19.67	20.16	20.67	C
1403	Animal Care Technician II	18.61	19.54	20.52	21.54	22.62	23.19	23.77	24.36	C
1233	Animal Control Officer I	16.91	17.76	18.64	19.58	20.55	21.07	21.59	22.13	C
1404	Animal Control Officer II	18.62	19.55	20.53	21.55	22.63	23.20	23.78	24.37	C
1683	Animal Control Officer III	21.41	22.48	23.60	24.78	26.02	26.67	27.34	28.02	C
1233	Animal Control Office Coord	16.91	17.76	18.64	19.58	20.55	21.07	21.59	22.13	C
1856	Appraiser I	23.14	24.30	25.51	26.79	28.13	28.83	29.55	30.29	C
2330	Appraiser II	27.88	29.27	30.74	32.27	33.89	34.74	35.60	36.49	C
976	Archives Assistant	14.34	15.06	15.81	16.60	17.43	17.87	18.31	18.77	C
1523	Archivist	19.81	20.80	21.84	22.93	24.08	24.68	25.30	25.93	C
2438	Assistant in Civil Engineering I	28.96	30.41	31.93	33.52	35.20	36.08	36.98	37.91	C
2728	Assistant in Civil Engineering II	31.86	33.45	35.13	36.88	38.73	39.69	40.69	41.70	C
3206	Associate Civil Engineer	36.64	38.47	40.40	42.42	44.54	45.65	46.79	47.96	E
1832	Auditor-Appraiser I	22.90	24.05	25.25	26.51	27.84	28.53	29.24	29.98	C
2330	Auditor-Appraiser II	27.88	29.27	30.74	32.27	33.89	34.74	35.60	36.49	C
1560	Behavioral Health Aide	20.18	21.19	22.25	23.36	24.53	25.14	25.77	26.41	C
1765	Behavioral Health Care Counselor I	22.23	23.34	24.51	25.73	27.02	27.70	28.39	29.10	C
1986	Behavioral Health Care Counselor II	24.44	25.66	26.95	28.29	29.71	30.45	31.21	31.99	C
2109	Behavioral Health Care Supv (A/D)	25.67	26.95	28.30	29.72	31.20	31.98	32.78	33.60	E
1931	Bridge & Sign Maint Spec	23.88	25.07	26.33	27.64	29.03	29.75	30.50	31.26	C
2087	Bldg Code Compliance Ofc/CEA	25.45	26.72	28.06	29.46	30.93	31.71	32.50	33.31	C
1950	Building Inspector I	24.08	25.28	26.55	27.88	29.27	30.00	30.75	31.52	C
2193	Building Inspector II	26.51	27.84	29.23	30.69	32.22	33.03	33.85	34.70	C
2458	Building Inspector III	29.16	30.62	32.15	33.76	35.44	36.33	37.24	38.17	C
2690	Building Inspector Supervisor	31.48	33.05	34.71	36.44	38.26	39.22	40.20	41.21	C
1468	Building Maint Worker I	19.26	20.22	21.23	22.30	23.41	24.00	24.60	25.21	C
1659	Building Maint Worker II	21.17	22.23	23.34	24.51	25.73	26.38	27.03	27.71	C
1871	Building Maint Worker III	23.29	24.45	25.68	26.96	28.31	29.02	29.74	30.49	C
2458	Building Plans Checker	29.16	30.62	32.15	33.76	35.44	36.33	37.24	38.17	C
1523	Cadastral Drafting Technician I	19.81	20.80	21.84	22.93	24.08	24.68	25.30	25.93	C
1800	Cadastral Drafting Technician II	22.58	23.71	24.89	26.14	27.45	28.13	28.84	29.56	C
2340	Code Enforcement Officer	27.98	29.38	30.85	32.39	34.01	34.86	35.73	36.62	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	10 yr	15 yr	20 yr	FLSA
2171	Communications Systems Tech	26.29	27.60	28.98	30.43	31.96	32.75	33.57	34.41	C
2277	Compliance Officer	27.35	28.72	30.15	31.66	33.24	34.08	34.93	35.80	C
1638	Compliance Specialist	20.96	22.01	23.11	24.26	25.48	26.11	26.77	27.44	C
1765	Construction Worker	22.23	23.34	24.51	25.73	27.02	27.70	28.39	29.10	C
1986	Construction Worker, Sr	24.44	25.66	26.95	28.29	29.71	30.45	31.21	31.99	C
850	Custodian I	13.08	13.73	14.42	15.14	15.90	16.30	16.70	17.12	C
984	Custodian II	14.42	15.14	15.90	16.69	17.53	17.97	18.41	18.88	C
2774	Dep Ag Com/Sealer of Wgt, Meas	32.32	33.94	35.63	37.41	39.29	40.27	41.27	42.31	C
1835	Dep Public Cons/Guardian/Admin I	22.93	24.08	25.28	26.54	27.87	28.57	29.28	30.01	C
2178	Deputy Public Cons/Guardian Admin II	26.36	27.68	29.06	30.51	32.04	32.84	33.66	34.50	C
2728	Deputy Surveyor/ Deputy Registrar of Voters	31.86	33.45	35.13	36.88	38.73	39.69	40.69	41.70	C
2406	Elections Supervisor	28.64	30.07	31.58	33.15	34.81	35.68	36.57	37.49	C
976	Elections Support Worker	14.34	15.06	15.81	16.60	17.43	17.87	18.31	18.77	C
1423	Elections Technician	18.81	19.75	20.74	21.77	22.86	23.44	24.02	24.62	C
2077	Eligibility Supervisor	25.35	26.62	27.95	29.35	30.81	31.58	32.37	33.18	C
1186	Eligibility Worker I	16.44	17.26	18.13	19.03	19.98	20.48	20.99	21.52	C
1349	Eligibility Worker II	18.07	18.97	19.92	20.92	21.96	22.51	23.08	23.65	C
1531	Eligibility Worker II-Translator	19.89	20.88	21.93	23.03	24.18	24.78	25.40	26.04	C
1534	Eligibility Worker III	19.92	20.92	21.96	23.06	24.21	24.82	25.44	26.07	C
2273	Employment & Training Supervisor	27.31	28.68	30.11	31.61	33.20	34.03	34.88	35.75	C
1572	Employment & Training Worker I	20.30	21.32	22.38	23.50	24.67	25.29	25.92	26.57	C
1774	Employment & Training Worker II	22.32	23.44	24.61	25.84	27.13	27.81	28.50	29.22	C
1997	Employment & Training Worker III	24.55	25.78	27.07	28.42	29.84	30.59	31.35	32.14	C
2016	Engineering Technician	24.74	25.98	27.28	28.64	30.07	30.82	31.59	32.38	C
2038	Environmental Health Specialist I	24.96	26.21	27.52	28.89	30.34	31.10	31.87	32.67	C
2413	Environmental Health Specialist II	28.71	30.15	31.65	33.24	34.90	35.77	36.66	37.58	C
2703	Environmental Health Specialist III	31.61	33.19	34.85	36.59	38.42	39.38	40.37	41.38	C
1485	Environmental Health Technician I	19.43	20.40	21.42	22.49	23.62	24.21	24.81	25.43	C
1679	Environmental Health Technician II	21.37	22.44	23.56	24.74	25.98	26.62	27.29	27.97	C
2159	Executive Assistant	26.17	27.48	28.85	30.30	31.81	32.61	33.42	34.26	C
3192	Facilities & Projects Manager	36.50	38.33	40.24	42.25	44.37	45.48	46.61	47.78	E
1901	Facilities & Projects Specialist	23.59	24.77	26.01	27.31	28.67	29.39	30.13	30.88	C
1114	Finance Asst I	15.72	16.51	17.33	18.20	19.11	19.59	20.08	20.58	C
1271	Finance Asst II	17.29	18.15	19.06	20.02	21.02	21.54	22.08	22.63	C
1444	Finance Asst Sr	19.02	19.97	20.97	22.02	23.12	23.70	24.29	24.90	C
1635	Finance Technician	20.93	21.98	23.08	24.23	25.44	26.08	26.73	27.40	C
2277	Finance & Admin Supervisor	27.35	28.72	30.15	31.66	33.24	34.08	34.93	35.80	C
2577	Fiscal Officer	30.35	31.87	33.46	35.13	36.89	37.81	38.76	39.73	C
976	General Services Aide	14.34	15.06	15.81	16.60	17.43	17.87	18.31	18.77	C
3192	Geographic Inform Sys Coor	36.50	38.33	40.24	42.25	44.37	45.48	46.61	47.78	C
1712	Geographic Inform Sys Tech I	21.70	22.79	23.92	25.12	26.38	27.04	27.71	28.40	C
1951	Geographic Inform Sys Tech II	24.09	25.29	26.56	27.89	29.28	30.01	30.76	31.53	C
2001	Heavy Equipment Mechanic	24.59	25.82	27.11	28.47	29.89	30.64	31.40	32.19	C
2702	Information Systems Analyst	31.60	33.18	34.84	36.58	38.41	39.37	40.35	41.36	C
2171	Information Systems Specialist	26.29	27.60	28.98	30.43	31.96	32.75	33.57	34.41	C
1692	Information Systems Tech I	21.50	22.58	23.70	24.89	26.13	26.79	27.46	28.14	C
1933	Information Systems Tech II	23.91	25.11	26.36	27.68	29.06	29.79	30.53	31.30	C
1990	Learning Center Coordinator	24.48	25.70	26.99	28.34	29.76	30.50	31.26	32.04	C
2160	Legal Assistant	26.18	27.49	28.86	30.31	31.82	32.62	33.43	34.27	C
2277	Legal Office Supervisor	27.35	28.72	30.15	31.66	33.24	34.08	34.93	35.80	C
1509	Legal Secretary I	19.67	20.65	21.69	22.77	23.91	24.51	25.12	25.75	C
1705	Legal Secretary II	21.63	22.71	23.85	25.04	26.29	26.95	27.62	28.31	C
1920	Legal Secretary, Sr	23.78	24.97	26.22	27.53	28.90	29.63	30.37	31.13	C
1150	Library Assistant	16.08	16.88	17.73	18.61	19.55	20.03	20.53	21.05	C
1150	Library Literacy Program Assistant	16.08	16.88	17.73	18.61	19.55	20.03	20.53	21.05	C
1393	Library Literacy Program Coord	18.51	19.44	20.41	21.43	22.50	23.06	23.64	24.23	C
1311	Library Technician	17.69	18.57	19.50	20.48	21.50	22.04	22.59	23.16	C
1048	Mail and Warehouse Specialist	15.06	15.81	16.60	17.43	18.31	18.76	19.23	19.71	C
976	Mail Clerk	14.34	15.06	15.81	16.60	17.43	17.87	18.31	18.77	C
1274	Medical/Psychiatric Records Clerk	17.32	18.19	19.10	20.05	21.05	21.58	22.12	22.67	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	10 yr	15 yr	20 yr	FLSA
2488	Mental Health Intern	29.46	30.93	32.48	34.10	35.81	36.70	37.62	38.56	C
1215	Mosquito & Vector Control Tech	16.73	17.57	18.44	19.37	20.34	20.84	21.36	21.90	C
976	Museum Asst	14.34	15.06	15.81	16.60	17.43	17.87	18.31	18.77	C
1522	Museum Curator	19.80	20.79	21.83	22.92	24.07	24.67	25.29	25.92	C
2783	Occupational Therapist	32.41	34.03	35.73	37.52	39.39	40.38	41.39	42.42	C
1796	Outreach Specialist	22.54	23.67	24.85	26.09	27.40	28.08	28.78	29.50	
1592	Outreach Technician	20.50	21.53	22.60	23.73	24.92	25.54	26.18	26.83	C
1659	Personal Services Coordinator	21.17	22.23	23.34	24.51	25.73	26.38	27.03	27.71	C
3267	Physical Therapist	37.25	39.11	41.07	43.12	45.28	46.41	47.57	48.76	C
1998	Planner I	24.56	25.79	27.08	28.43	29.85	30.60	31.36	32.15	C
2272	Planner II	27.30	28.67	30.10	31.60	33.18	34.01	34.86	35.73	C
2574	Planner III	30.32	31.84	33.43	35.10	36.85	37.78	38.72	39.69	C
1483	Planning Technician I	19.41	20.38	21.40	22.47	23.59	24.18	24.79	25.41	C
1677	Planning Technician II	21.35	22.42	23.54	24.72	25.95	26.60	27.26	27.95	C
1779	Power Equip Mechanic I	22.37	23.49	24.66	25.90	27.19	27.87	28.57	29.28	C
2122	Power Equip Mechanic II	25.80	27.09	28.44	29.87	31.36	32.14	32.95	33.77	C
2379	Power Equip Mechanic II-Fabrication	28.37	29.79	31.28	32.84	34.48	35.35	36.23	37.14	C
2251	Power Equip Mechanic III	27.09	28.44	29.87	31.36	32.93	33.75	34.60	35.46	C
1786	Printer	22.44	23.56	24.74	25.98	27.28	27.96	28.66	29.37	C
842	Print Shop Assistant I	13.00	13.65	14.33	15.05	15.80	16.20	16.60	17.02	C
1097	Print Shop Assistant II	15.55	16.33	17.14	18.00	18.90	19.37	19.86	20.35	C
2857	Public Conservator/Guardian/Administrator	33.15	34.81	36.55	38.38	40.29	41.30	42.33	43.39	E
1941	Public Works Inspector	23.99	25.19	26.45	27.77	29.16	29.89	30.64	31.40	C
2179	Public Works Lead Inspector	26.37	27.69	29.07	30.53	32.05	32.85	33.68	34.52	C
1931	Public Works Maint Lead Worker	23.89	25.08	26.34	27.66	29.04	29.76	30.51	31.27	C
2445	Public Works Maint Supervisor	29.03	30.48	32.01	33.61	35.29	36.17	37.07	38.00	C
1335	Public Works Maint Worker I	17.93	18.83	19.77	20.76	21.79	22.34	22.90	23.47	C
1516	Public Works Maint Worker II	19.74	20.73	21.76	22.85	23.99	24.59	25.21	25.84	C
1712	Public Works Maint Worker III	21.70	22.79	23.92	25.12	26.38	27.04	27.71	28.40	C
2727	Public Works Project Engineer	31.85	33.44	35.11	36.87	38.71	39.68	40.67	41.69	C
3046	Public Works Sr Project Engineer	35.04	36.79	38.63	40.56	42.59	43.66	44.75	45.87	C
2887	Public Works Surveyor	33.45	35.12	36.88	38.72	40.66	41.68	42.72	43.78	C
1444	Purchasing Assistant	19.02	19.97	20.97	22.02	23.12	23.70	24.29	24.90	C
1179	Recorder Clerk I	16.37	17.19	18.05	18.95	19.90	20.40	20.91	21.43	C
1341	Recorder Clerk II	17.99	18.89	19.83	20.83	21.87	22.41	22.97	23.55	C
1523	Recorder Clerk, Sr	19.81	20.80	21.84	22.93	24.08	24.68	25.30	25.93	C
2277	Recorder Clerk Supervisor	27.35	28.72	30.15	31.66	33.24	34.08	34.93	35.80	C
1414	Secretary	18.72	19.66	20.64	21.67	22.75	23.32	23.91	24.50	C
3573	Senior Civil Engineer	40.31	42.33	44.44	46.66	49.00	50.22	51.48	52.76	C
2179	Senior Building Maintenance Worker	26.37	27.69	29.07	30.53	32.05	32.85	33.68	34.52	C
2272	Senior Engineering Technician	27.30	28.67	30.10	31.60	33.18	34.01	34.86	35.73	C
1298	Sheriff's Services Asst	17.56	18.44	19.36	20.33	21.34	21.88	22.42	22.99	C
1540	Sheriff's Services Technician	19.98	20.98	22.03	23.13	24.29	24.89	25.52	26.15	C
1274	Social Services Aide	17.32	18.19	19.10	20.05	21.05	21.58	22.12	22.67	C
3375	Social Services Program Manager I	38.33	40.25	42.26	44.37	46.59	47.76	48.95	50.17	E
1774	Social Worker I	22.32	23.44	24.61	25.84	27.13	27.81	28.50	29.22	C
2001	Social Worker II	24.59	25.82	27.11	28.47	29.89	30.64	31.40	32.19	C
2241	Social Worker III	26.99	28.34	29.76	31.24	32.81	33.63	34.47	35.33	C
2401	Social Worker Supervisor I	28.59	30.02	31.52	33.10	34.75	35.62	36.51	37.42	C
3279	Solid Waste Program Manager	37.37	39.24	41.20	43.26	45.42	46.56	47.72	48.92	E
1638	Solid Waste Program Specialist	20.96	22.01	23.11	24.26	25.48	26.11	26.77	27.44	C
2228	Solid Waste Technician	26.86	28.20	29.61	31.09	32.65	33.46	34.30	35.16	
2024	Staff Service Analyst I	24.82	26.06	27.36	28.73	30.17	30.92	31.70	32.49	C
2273	Staff Service Analyst II	27.31	28.68	30.11	31.61	33.20	34.03	34.88	35.75	C
2153	Systems Support Analyst	26.11	27.42	28.79	30.23	31.74	32.53	33.34	34.18	C
1086	Transportation Officer	15.44	16.21	17.02	17.87	18.77	19.24	19.72	20.21	C
1797	Treasury Technician	22.55	23.68	24.86	26.10	27.41	28.09	28.80	29.52	C
1485	Victim/Witness Advocate	19.43	20.40	21.42	22.49	23.62	24.21	24.81	25.43	C
2578	Victim/Witness Program Manager	30.36	31.88	33.47	35.15	36.90	37.83	38.77	39.74	E
2862	Web Programmer/Developer	33.20	34.86	36.60	38.43	40.35	41.36	42.40	43.46	C

**APPENDIX B  
PROFESSIONAL EMPLOYEES  
HOURLY CLASSIFICATION AND WAGE PLAN  
1% Increase  
Effective 10/1/2018**

Range	Classification	Step A	Step B	Step C	Step D	Step E	10 yr	15 yr	20 yr	FLSA
2488	Behavioral Health Care Nurse I	29.46	30.93	32.48	34.10	35.81	36.70	37.62	38.56	**
2783	Behavioral Health Care Nurse II	32.41	34.03	35.73	37.52	39.39	40.38	41.39	42.42	**
3106	Behavioral Health Care Nurse III	35.64	37.42	39.29	41.26	43.32	44.40	45.51	46.65	**
3375	BHC Prog Mgr (Community Services)	38.33	40.25	42.26	44.37	46.59	47.76	48.95	50.17	E
3472	BHC Prog Mgr (Clinical Services)	39.30	41.27	43.33	45.49	47.77	48.96	50.19	51.44	E
2488	Behavioral Health Care Clinician I	29.46	30.93	32.48	34.10	35.81	36.70	37.62	38.56	**
2783	Behavioral Health Care Clinician II	32.41	34.03	35.73	37.52	39.39	40.38	41.39	42.42	**
3108	Behavioral Health Care Clinician III	35.66	37.44	39.32	41.28	43.34	44.43	45.54	46.68	**
2489	Crisis Services Coordinator	29.47	30.94	32.49	34.12	35.82	36.72	37.63	38.58	C
2346	Crisis Services Counselor	28.04	29.44	30.91	32.46	34.08	34.93	35.81	36.70	C
2578	Health Educator I	30.36	31.88	33.47	35.15	36.90	37.83	38.77	39.74	E
2730	Health Educator II	31.88	33.47	35.15	36.91	38.75	39.72	40.71	41.73	E
2169	Behavioral Health Rehabilitation Specialist	26.27	27.58	28.96	30.41	31.93	32.73	33.55	34.39	E
2579	MHSA Programs Coordinator	30.37	31.89	33.48	35.16	36.91	37.84	38.78	39.75	**
3268	Nurse Practitioner	37.26	39.12	41.08	43.13	45.29	46.42	47.58	48.77	E
3107	Public Health Nurse I	35.65	37.43	39.30	41.27	43.33	44.42	45.53	46.66	E
3464	Public Health Nurse II	39.22	41.18	43.24	45.40	47.67	48.86	50.09	51.34	E
4051	Public Health Nurse Supv	45.09	47.34	49.71	52.20	54.81	56.18	57.58	59.02	E
2488	Registered Nurse (Health)	29.46	30.93	32.48	34.10	35.81	36.70	37.62	38.56	E
2783	Utilization & Quality Management Coordinator	32.41	34.03	35.73	37.52	39.39	40.38	41.39	42.42	**

Fair Labor Standards Act (FLSA). The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.

Under FLSA column

C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

\* = Includes special 10% pay adjustment

\*\* = Exempt employees not covered by FLSA, but shall receive overtime and or compensatory time off (CTO) pursuant to Section 23.17 and 23.18

**APPENDIX B  
GENERAL UNIT GRANDFATHER EMPLOYEES  
CLASSIFICATIONS AND WAGES  
1% Increase  
Effective 10/1/2018**

Range	Classification	Step A	Step B	Step C	Step D	Step E	10 yr	15 yr	20 yr	FLSA
1551	GF-Administrative Asst II-Translator	20.09	21.09	22.15	23.26	24.42	25.03	25.66	26.30	C
1678	GF-Environmental Health Technician I	21.36	22.43	23.55	24.73	25.96	26.61	27.28	27.96	C

Updated 01/04/2018

**MAIL AND WAREHOUSE SPECIALIST**

**DEFINITION:**

Under general supervision, performs a variety of County-wide support duties for mail routing and delivery and warehouse activity; sorts, picks-up, and delivers letters, packages, supplies, and equipment; maintains and updates records; and performs related duties as required.

**DISTINGUISHING CHARACTERISTICS:**

This is a single position classification in the General Services Department, responsible for the County-wide sorting and delivery of mail to Departments as well as the logging, management, and tracking of stored and purchased items in the central warehouse. The classification is distinguished from County clerical and administrative assistant classifications by its County wide delivery and mail sorting responsibilities, as well as the responsibility of handling and processing stored and purchased material in the central warehouse.

**REPORTS TO:**

Supervisory of management staff.

**CLASSIFICATIONS SUPERVISED**

None.

**EXAMPLES OF DUTIES**

*The following are the duties performed by employees in this classification. However, employees may perform other related duties at an equivalent level. Each individual in the classification does not necessarily perform all the duties listed.*

Operates County vehicles to pick-up and deliver incoming, outgoing, and interdepartmental mail; picks-up, sorts, and delivers packages and mail to and from the Post Office, common carriers, and County departments; types labels, wraps packages and arranges for special mailing; uses

photocopiers as required; sorts and weighs mail, calculating and affixing correct postage; inputs account numbers for correct distribution of postal charges; runs mail through a postal meter; wraps packages according to Postal regulations; pre-sorts mail by zip codes and bands for cost efficient mailing, according to Postal regulations; handles special mail such as certified letters, express mailings, insured mail, and other special mail; delivers all outgoing mail to the Post Office; lifts and carries mail, packages, etc; answers department telephones, providing information and/or referring callers to other staff; receives and fills written requests from departments for forms and office supplies; types required reports; fills assigned delivery vehicles with gas; checks oil, water and air in tires; operates a forklift for loading, unloading, and storing supplies, equipment and other material in the County warehouse; checks and audits surplus warehouse items and large freight purchases; compiles and updates annual surplus spread sheet, and reviews and checks against stored items in warehouse; compiles, builds and prepares all items for Auction; Answers auction questions and helps potential auction buyers at warehouse site; controls all warehouse items; locks and secures warehouse; and performs related duties as required.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand, walk, climb stairs; physical ability to lift and carry packages weighing up to 70 pounds with assistance; ongoing daily driving to multiple locations, entering and exiting vehicles; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication including listening to and responding to questions; use of audio-visual equipment; use of office equipment including computers, cameras, telephones, calculators, copiers, and fax machine, including forklift.

### **TYPICAL WORKING CONDITIONS**

Work is performed in both office, warehouse, and outside environments; continuous contact with staff and the public.

### **MINIMUM QUALIFICATIONS**

#### **Knowledge of:**

- Postal regulations for mailing procedures and determining postage costs.
- Service delivery standards for the Post Office and other carriers.
- Principles and practices of customer service.
- Operation of postal scales and meters.
- Modern office practices and techniques.
- Operation of office equipment, including computers.
- Operation and storage requirements of a central warehouse
- Basic mathematics.
- Operation of forklift.

**Ability to:**

- Sort and distribute mail and packages.
- Interpret, explain, and apply a variety of Federal Postal regulations.
- Operate standard office equipment and postal scales.
- Calculate appropriate postage costs.
- Operate forklift and other vehicles.
- Drive on a daily basis to multiple county locations.
- Process, check in, log and review surplus and large freight purchased items.
- Understand and carry out oral and written directions.
- Communicate effectively, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

**Training and Experience:** *Any combination of training which would likely provide the required knowledge and experience is qualifying. A typical way to obtain the required knowledge and abilities would be:*

**Education**

A high school diploma or GED equivalent.

**Experience**

One (1) year of mail distribution ~~and~~ or general office clerical experience.

Warehouse storage and processing experience desirable

**Special Requirements**

Possession of an appropriate, current, and valid California Driver's License issued by the California Department of Motor Vehicles.

Ability to be bonded within three months of hire.

Cal OSHA Forklift certification within four months of hire.



# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 4, 2018

## **SUBJECT**

Airport Advisory Committee: Re-appointment of Jon Luy and Richard Campbell as District 5 representatives, and Jerry Wright as District 5 Alternate for the subject committee for terms of four years.

## **Recommendation:**

Approve re-appointments

## **4/5 vote required:**

No

## **Distribution Instructions:**

Appointees; File

## **ATTACHMENTS**

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# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 4, 2018

## **SUBJECT**

Amador County Commission on Aging: Appointment of Brandee McCann to the subject Commission for a term of three years.

## **Recommendation:**

Approve appointment

## **4/5 vote required:**

No

## **Distribution Instructions:**

Commission; Appointee; File

## **ATTACHMENTS**

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# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 4, 2018

## **SUBJECT**

Behavioral Health Advisory Board: Re-appointment of Rebecca Tracy and Michele Siefer to the subject board for term of three years.

## **Recommendation:**

Approve re-appointments

## **4/5 vote required:**

No

## **Distribution Instructions:**

Appointees; File

## **ATTACHMENTS**

-

# Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 4, 2018

## **SUBJECT**

Township II Cemetery Board: Resignation of Tony Beuving and Appointment of Pamela Bennetts to the subject Board for a term of 4 years.

## **Recommendation:**

Accept resignation and approve appointment

## **4/5 vote required:**

No

## **Distribution Instructions:**

Township 2 Cemetery Board; Appointee, File

## **ATTACHMENTS**

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