#### 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.

#### TO PARTICIPATE VIA ZOOM USE THE FOLLOWING NUMBER:

+1-669-900-6833 (alternate phone numbers listed on amadorgov.org)

Access Code: 758 573 6084#

YOU MAY ALSO VIEW AND PARTICIPATE IN THE MEETING USING THIS LINK:

https://zoom.us/j/7585736084

The Chairman will call the meeting to order and after Board input, will invite the public to comment via phone/online to receive public comment.

#### **REGULAR MEETING AGENDA**

**DATE:** Tuesday, April 11, 2023

**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 LABOR NEGOTIATORS:** Pursuant to Government Code Section 54957.6.
  - 1.a. County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative

Officer, Greg Ramirez, IEDA and Lisa Gaebe, Human Resources Director

Employee Organization: All Units

Suggested Action: Discussion and possible action.

- **2. CONFERENCE WITH COUNTY COUNSEL: EXISTING LITIGATION** {Government Code 54956.9(d)
  - County of Amador v. Kathleen Allison (CDCR/Mule Creek SP)
     U.S. District Court, Eastern District of California, Case No. 2:20-cv-02482-WBS-AC.
     Suggested Action: Discussion and possible action.
  - 2.b. County of Amador v. Giannini-Lee Amador County Superior court, Case No. 12-CVC-12218 Suggested Action: Discussion and possible action.

#### 3. CONFIDENTIAL MINUTES:

3.a. Confidential Minutes: Review and possible approval of the March 28, 2023 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 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).

#### 4. REGULAR AGENDA:

- 4.a. Discussion and possible action relative to the allocation of funds for FY 23/24 relative to the Amador County Chamber of Commerce and the Amador Council of Tourism. Per direction last year, the Chamber amount for 23/24 currently sits at \$40,000. ACT is budgeted for \$101,500. Both organizations are budgeted for the amounts that they received in 21/22. Suggested Action: Direction to staff as to the amounts to be budgeted for 23/24.
- 4.b. Planning Department Final determination on the Board Chair's approval of temporary waivers to allow Jackson Valley Quarry to operate outside their authorized hours/days of operation during an emergency as allowed by the quarry's Use Permit Conditions of Approval. The additional hours are during the weekends starting April 1 through April 15, 2023, with hours of 6:00 am to 10:00 pm.

Suggested Action: Approve the Board Chair's temporary waiver to allow Jackson Valley Quarry to operate outside of their approved days and hours of operation in an emergency situation by operating during the period of April 1 through April 15, 2023 with hours of 6:00 am to 10:00 pm.

SR\_BOS.04-11-23 JVQ Emergency Waiver.docx

23-11 Letter No. 1 (Revision No. 1).pdf

JVQ Requesting Extended Hours to Assist Department of Water Resources Emergency Levee Repair.pdf

4.c. Amendment of Amador County Code Chapter 2.86 regarding the County General Assistance Program

Suggested Action: Waive the reading of the proposed amendment to the Amador County Code Chapter 2.86, including both the 2016 and 2023 proposed modifications, and schedule the proposed amendments for adoption on the Consent Agenda at the next scheduled regular meeting.

Memo Revisions to General Assistance Regulations.docx Draft Gen Assistance Amendment (showing changes)3.2.23.docx

4.d. General Services Administration: ITB 23-03 Amador County Sheriff Roof Replacement Suggested Action: Approve the General Specifications and authorize staff to let this work out to bid.

ITB 23-03 Project Approval Board Memo 4.5.23.pdf

Roof Pictures.pdf

Securock Gypsum Concrete Patch Data Sheet.pdf

Section 01 63 00 Product Options and Substitutions SK1.pdf

Section 07 54 23 TPO Thermoplastic Single-Ply Roofing.pdf

Section 07 72 00 Rooftop Support Systems.pdf

Section 01 30 00 Submittals SK1.pdf

4.e. Review and possible approval of the March 28, 2023 Board of Supervisors Meeting Minutes. Suggested Action: Approval.

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

5.a. Planning Department – Consideration of the Planning Commission's recommendation to approve Zoning Ordinance Amendment (ZOA-22;12-3) regarding a proposed amendment to County Code Chapter 19.48.140 to establish regulations for detached room units to be used as overnight lodging for wineries.

Suggested Action: Following the public hearing, the Board may approve, deny, or make recommendation to modify the proposed ordinance amendment to the County Code Chapter 19.48.140. If the Board moves to approve the amendment, the findings in the staff report are recommended for inclusion in the action.

Staff\_Report\_on\_DRUs.04-11-23\_BOS.rtf

Proposed Ordinance.04-11-23.pdf

PC Minutes excerpt.03-14-23.DRUs.pdf

ITEM 4 - DRUs - 03-14-23.PC.pdf

5.b. Consideration of the Planning Commission's recommendation to approve a Variance (V-23;2-1) from the rear and side yard setback requirement, to allow construction of a new metal building. The request is for a reduction from the required rear setback of 15' to 2' and the required side setback of 5' to 2' for APN: 033-520-017.

Suggested Action: Adopt a Resolution approving the requested variance, and adopt the conditions and findings in the Staff Report.

V-23;2-1 Staff Report.BOS.04-11-23 Gonzales Variance.docx

V-23;2-1 RESOLUTION - Gonzales Variance.doc

V-23;2-1 Gonzales - Planning Commission Packet.pdf

PC Minutes except.03-14-23.Gonzales variance.docx

- **6. 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).
  - 6.a. Assessor Roll Corrections approval of roll correction values being decreased over \$150,000
     Suggested Action: Approve
     991-045-162-000.pdf
  - 6.b. General Services Administration: ITB 22-13 Amador County Sheriff Dispatch Remodel Suggested Action: Accept the work of RL FOY as completed for the Amador County Sheriff Dispatch Remodel Project, Bid 22-13, and authorize the General Services Director to sign and

record a Notice of Completion, and authorize the Board Chairman to sign the three (3) Agreement and Release of Claims forms if no liens or stop notices have been served within the thirty (30) day period at which time authorize the General Services Director to release retention and final payment to the contractor.

ITB 22-13 BOS Notice of Completion Memo 3.23.23.pdf

ITB 22-13 Agreement and Release of Claims 3.23.23.pdf

ITB 22-13 Notice of Completion 3.15.23.pdf

6.c. BUILDING DEPARTMENT - Building Department-Limited Density Owner-Built Rural Dwelling / LD222005 - DOVER

Suggested Action: Adopt the resolution and authorize the Chairperson to sign the "Agreement".

LD222005.DOVER.RESOLUTION.docx

Notarized Agreement.LD222005.pdf

222005.APPROVED PLOT PLAN.04.05.2022 (2).pdf

6.d. Administrative Agency: Declaring the Month of April as Sexual Assault Awareness and Prevention in Amador County.

Suggested Action: Approval.

SAAM Proclamation.docx

Sexual Assault Awareness Month Resolution.doc

6.e. Building Department: Agreement to Limit Use of Agricultural Structure for AG233525 Suggested Action: Adopt the Resolution and authorize the Chairperson to sign the "Agreement to Limit Uses of Agricultural Structure".

233525.APPROVED PLOT PLAN.03.23.2023.pdf

AG233525.ATF.pdf

AG233525.NOTARIZED AGREEMENT.pdf

AG233525.RESOLUTION.docx

6.f. Building Department-Limited Density Owner-Built Rural Dwelling / LD221882 - GLLMAN Suggested Action: Adopt the resolution and authorize the Chairperson to sign the "Agreement".

LD221882.NOTARIZED AGREEMENT.pdf

LD221882-RESOLUTION.docx

ld221882.approved plot plan.pdf

6.g. Budget transfer from Contingencies to Facilities to cover FY 22/23 payment for the solar O&M agreement with SitelogIQ. The Operations and Maintenance portion of the new solar installation was not included in the 22/23 budget.

Suggested Action: Approve

BT 7899 to 1700 03.23.23.pdf

BOS Memo - Budget Transfer to Dept 1700 03.24.23.pdf

6.h. Code Enforcement: Approval of an agreement between Amador County Code Enforcement and San Joaquin County Office of Education (DBA-Greater Valley Conservation Corps). Suggested Action: Approval

GVCC Contract for community clean ups.pdf

6.i. Public Health Approval of Agreement #22-11033 with California Immunization Program Suggested Action: Approve Agreement as Presented BOS Memo Grant #22-11033.doc

IZ Resolution for Grant #22-11033.doc 22-11033 FY 22-23 Five Year Agreement.pdf

6.j. General Services Administration: Dispense with the bidding procedures and; approve purchase of unbudgeted fixed asset for the Sheriff's Department.

Suggested Action: 1) Dispense with the formal bidding procedures and; 2) Approve the purchase of the unbudgeted fixed asset and; 3) Authorize the Purchasing Agent to facilitate the purchase of one (1) 2023 Jeep Gladiator Rubicon, 4x4, in the amount not to exceed \$75,000,00.

MEMO Unbudgeted Fixed Asset & SO Vehicle Purchase 3.31.23.pdf

Memo from Sheriff Redman.pdf

Signed Exemption Form (1).pdf

6.k. At the request of the Sheriff, the pay rate and range for the Dispatcher-Lead and Dispatcher-Supervising has been increased 5% to incentivize applicants and be more competitive with other agencies. Funding will come from budget allocations already made and savings from vacancies.

Suggested Action: Approve

Memo Lead Dispatcher & Supervising Dispatcher.doc

SOA 9.18.2022 Amended 4.11.2023.pdf

6.l. Change in title, job description, and pay range from Power Equipment Mechanic III to Lead Power Equipment Mechanic and the pay range/pay rate be increased 5% above the Power Equipment Mechanic II- Fabricator.

Suggested Action: Approve

Power Equipment Mechanic III - with revisions.docx

Power Equipment Mechanic III - accepted revisions.docx

Memo Lead PEM.doc

SEIU GENERAL UNIT 9.18.2022 Amended 4.11.2023.pdf

6.m. Updated Consolidated Salary Schedule due to pay range and pay rate increases to be in compliance with the California Code of Regulations Section 570.5.

Suggested Action: Approve

Memo-updated Consolidated Salary Schedule.doc Consolidated 9.18.2022 Amended 4.11.2023.pdf

# ADJOURNMENT: UNTIL TUESDAY, APRIL 25, 2023 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, 6254.7, 6254.15, 6254.16, or 6254.22.

Submitting Department: Board of Supervisors Meeting Date: April 11, 2023

#### **SUBJECT**

County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, Greg Ramirez, IEDA

and Lisa Gaebe, Human Resources Director

Employee Organization: All Units

#### **Recommendation:**

Discussion and possible action.

#### 4/5 vote required:

No

#### **Distribution Instructions:**

N/A

#### **ATTACHMENTS**

Submitting Department: Board of Supervisors Meeting Date: April 11, 2023

#### **SUBJECT**

County of Amador v. Kathleen Allison (CDCR/Mule Creek SP)
U.S. District Court, Eastern District of California, Case No. 2:20-cv-02482-WBS-AC.

#### Recommendation:

Discussion and possible action.

#### 4/5 vote required:

No

#### **Distribution Instructions:**

County Counsel, File

#### **ATTACHMENTS**

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Submitting Department: Board of Supervisors Meeting Date: April 11, 2023

#### **SUBJECT**

County of Amador v. Giannini-Lee Amador County Superior court, Case No. 12-CVC-12218

#### Recommendation:

Discussion and possible action.

#### 4/5 vote required:

No

#### **Distribution Instructions:**

County Counsel, File

#### **ATTACHMENTS**

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Submitting Department: Board of Supervisors Meeting Date: April 11, 2023

**SUBJECT** 

Confidential Minutes: Review and possible approval of the March 28, 2023 Confidential Minutes.

Recommendation:

Approval.

4/5 vote required:

No

**Distribution Instructions:** 

Board Clerk

**ATTACHMENTS** 

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Submitting Department: Administration Meeting Date: April 11, 2023

#### **SUBJECT**

Discussion and possible action relative to the allocation of funds for FY 23/24 relative to the Amador County Chamber of Commerce and the Amador Council of Tourism. Per direction last year, the Chamber amount for 23/24 currently sits at \$40,000. ACT is budgeted for \$101,500. Both organizations are budgeted for the amounts that they received in 21/22.

#### Recommendation:

Direction to staff as to the amounts to be budgeted for 23/24.

#### 4/5 vote required:

No

#### **Distribution Instructions:**

Clerk, Budget, Auditor

#### **ATTACHMENTS**

Submitting Department: Planning Meeting Date: April 11, 2023

#### **SUBJECT**

Planning Department - Final determination on the Board Chair's approval of temporary waivers to allow Jackson Valley Quarry to operate outside their authorized hours/days of operation during an emergency as allowed by the quarry's Use Permit Conditions of Approval. The additional hours are during the weekends starting April 1 through April 15, 2023, with hours of 6:00 am to 10:00 pm.

#### Recommendation:

Approve the Board Chair's temporary waiver to allow Jackson Valley Quarry to operate outside of their approved days and hours of operation in an emergency situation by operating during the period of April 1 through April 15, 2023 with hours of 6:00 am to 10:00 pm.

#### 4/5 vote required:

No

#### **Distribution Instructions:**

Planning

#### **ATTACHMENTS**

- SR BOS.04-11-23 JVQ Emergency Waiver.docx
- 23-11 Letter No. 1 (Revision No. 1).pdf
- JVQ Requesting Extended Hours to Assist Department of Water Resources Emergency Levee Repair.pdf

STAFF REPORT TO: AMADOR COUNTY BOARD OF SUPERVISORS

FOR MEETING OF: APRIL 11, 2023

Planning Department - Final determination on the Board Chair's approval of temporary waivers to allow Jackson Valley Quarry to operate outside their authorized hours/days of operation during an emergency as allowed by the quarry's Use Permit Conditions of Approval. The additional hours are during the weekends starting April 1 through April 15, 2023, with hours of 6:00 am to 10:00 pm.

Due to need for aggregates for emergency repairs to San Joaquin River levees, the CA Department of Water Resources submitted a request to George Reed, Inc., to allow Jackson Valley Quarry to remain open outside of normal operating hours during the weekends starting April 1 through April 15, 2023, with hours of 6:00 am to 10:00 pm.

Pursuant to Jackson Valley Quarry's Use Permit Condition of Approval No. 15 (see below), this emergency request was authorized by Board Chair Jeff Brown on March 31, 2023 and is now before the full Board for a final determination.

#### HOURS OF OPERATION:

15. Hours of operation, other than maintenance and repair work, shall be limited to the hours of 6:00 a.m. and 6:00 p.m. Days of operation, other than maintenance and repair work, shall be limited to Monday through Friday. Maintenance and repair work of a low noise level may be made outside the foregoing working hours and days of operations. The noise level for maintenance and repair work conducted outside normal working hours and days shall not exceed 45 dBA at the property line. The above limitations on working hours and days may, in case of emergency, be temporarily waived by the Chairman of the Board of Supervisors, or his/her designee, until such time as the matter may be heard by the Board of Supervisors for a final determination. (former COA 25 modified) THE PLANNING DEPARTMENT SHALL MONITOR THIS REQUIREMENT.

**REQUESTED BOARD ACTION:** Approve the Board Chair's temporary waiver to allow Jackson Valley Quarry to operate outside of their approved days and hours of operation in an emergency situation by operating during the period of April 1 through April 15, 2023 with hours of 6:00 am to 10:00 pm.

CALIFORNIA NATURAL RESOURCES AGENCY

GAVIN NEWSOM, Governor

DEPARTMENT OF WATER RESOURCES

DIVISION OF ENGINEERING Sacramento Project Headquarters 3500 Industrial Blvd West Sacramento, California 95691

03/31/2023

Serial Letter No: 1 (Revision No. 1)

George Reed, Inc. 140 Empire Avenue Modesto, California 95354

Attention: Greg Snodgrass

Emergency Levee Stabilization, RD2064 Specification No. 23-11, Contract No. C51648

State of Emergency Proclamation Due to Winter Storms

Governor Gavin Newsom proclaimed a state of emergency throughout California in January 2023 to support the ongoing response to recent winter storms. The Department of Water Resources is responding to several flood emergencies. As such, for the current project that you have been directed to perform erosion repair, San Joaquin River, Reclamation District 2064, we ask that you and your material suppliers be available to operate the rock production plant and provide truck transport during the weekends starting April 01, 2023, through April 15, 2023. The operating hours of request shall be between 0600 AM to 1000 PM for these weekend days.

If you have any questions, please contact John Berringer at (916) 882-2914.

Sincerely,

John Berringer

John Berringer, Manager Sacramento Project Headquarters Construction Branch Division of Engineering



# RE: George Reed: Jackson Valley Quarry Requesting Extended Hours to Assist with Department of Water Resources Emergency Levee Repair (Revision 1)

2 messages

Scott Williams <scott.williams@reed.net>

Fri, Mar 31, 2023 at 12:10 PM

To: "jeffbrown@amadorgov.org" < jeffbrown@amadorgov.org>, "boardofsupervisors@amadorgov.org" < boardofsupervisors@amadorgov.org>, "CBeatty@amadorgov.org" < CBeatty@amadorgov.org>, "ciley@amadorgov.org" < ciley@amadorgov.org>

Cc: Tom Ferrell <tom.ferrell@reed.net>, Kenneth Cooper <kenneth.cooper@georgereed.com>, Josh Hinchey <josh.hinchey@georgereed.com>, David Cox <david.cox@georgereed.com>

Good afternoon Mr. Brown,

Attached is the revision to the request letter that was requested by George Reed, with extended hours for the production plant and trucking hours, ending after the weekend of April 15, 2023.

Thank you for your time,

Scott Williams

Reed Family Companies

Compliance Specialist

(209) 661-1791 Cell

scott.williams@reed.net



From: Scott Williams

Sent: Friday, March 31, 2023 8:44 AM

To: jeffbrown@amadorgov.org; boardofsupervisors@amadorgov.org; CBeatty@amadorgov.org; ciley@amadorgov.org

Cc: Tom Ferrell <a href="mailto:kenneth.cooper@georgereed.com">toper <a href="mailto:kenneth.cooper@georgereed.com">kenneth.cooper@georgereed.com</a>; Josh Hinchey

<josh.hinchey@georgereed.com>; David Cox <david.cox@georgereed.com>

Subject: George Reed: Jackson Valley Quarry Requesting Extended Hours to Assist with Department of Water

Resources Emergency Levee Repair.

Good morning Mr. Brown,

George Reed has just received an emergency request from Department Of Water Resources.

They are requesting assistance with the following project:

Emergency Levee Stabilization, RD2064

Specification No. 23-11, Contract No. C51648

The request is for supplies to be provided 24 hours a day, seven days a week to assist with the erosion repair.

Thanks,

Scott Williams

Reed Family Companies

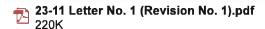
Compliance Specialist

(209) 661-1791 Cell

scott.williams@reed.net



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#### Jeff Brown <jeffbrown@amadorgov.org>

To: Scott Williams <scott.williams@reed.net>

Fri, Mar 31, 2023 at 12:41 PM

Cc: "CBeatty@amadorgov.org" < CBeatty@amadorgov.org>, "ciley@amadorgov.org" < ciley@amadorgov.org>, Tom Ferrell < tom.ferrell@reed.net>, Kenneth Cooper < kenneth.cooper@georgereed.com>, Josh Hinchey < josh.hinchey@georgereed.com>, David Cox < david.cox@georgereed.com>

You have my permission to continue assisting the Department of Water Resources with emergency erosion repair on the San Joaquin River, outside standard hours. You can operate the rock production plant and provide truck transport during the weekends starting April 01, 2023, through April 15, 2023. The operating hours shall be between 0600 AM to 1000 PM for these weekend days. Please keep the weekend and evening noise to a minimum, that is possible. We will have this item on our Apr 11th Agenda.

Jeff

Jeff Brown

209-223-6493 Board of Supervisor, Chair Amador County Supervisor, District 3 810 Court St Jackson, CA 95642-2132

[Quoted text hidden]

Submitting Department: Social Services Meeting Date: April 11, 2023

#### **SUBJECT**

Amendment of Amador County Code Chapter 2.86 regarding the County General Assistance Program

#### Recommendation:

Waive the reading of the proposed amendment to the Amador County Code Chapter 2.86, including both the 2016 and 2023 proposed modifications, and schedule the proposed amendments for adoption on the Consent Agenda at the next scheduled regular meeting.

#### 4/5 vote required:

No

#### **Distribution Instructions:**

Anne Watts, Jennifer Hall

#### **ATTACHMENTS**

- Memo Revisions to General Assistance Regulations.docx
- Draft Gen Assistance Amendment (showing changes)3.2.23.docx

### DEPARTMENT OF SOCIAL SERVICES

10877 Conductor Blvd. Sutter Creek, CA 95685 209-223-6550



Date: March 27, 2023

To: Amador County Board of Supervisors

From: Anne Watts, Director, Amador County Department of Social Services

Re: Revisions to the General Assistance Program Regulations

The General Assistance (GA) Program is designed to provide relief and support to indigent adults who are not supported by their own means, other public funds, or assistance programs. Each county's GA program is established and funded by its own Board of Supervisors, and the Department of Social Services manages the program. As the state is not involved in the program, benefits, payment levels, and eligibility requirements will vary among each of California's 58 counties.

On December 6, 2016, the Board of Supervisors approved changes to the GA regulations, and those changes were implemented by the Department of Social Services. However, the changes were never formalized through an amendment to the county ordinance, as is required. Those previously approved changes should be included in the ordinance at this time.

The Department of Social Services is also proposing the following additional revisions to the county's existing GA regulations:

- 1. The Department is implementing the Housing and Disability Advocacy Program (HDAP). It is now listed as a resource for GA applicants and recipients who are experiencing homelessness or are at risk of homelessness, and could benefit from disability benefit advocacy services. (Regulation 2.86.070)
- 2. The job search requirements have been streamlined. A client will now be obligated to submit ten job searches every two weeks to align with other potential verifications needed to determine eligibility. Previously, a client was obligated to submit five job searches each week. By changing this requirement, the Department hopes to decrease the number of visits GA recipients must make to the Social Services office in order to provide verification. (Regulation 2.86.210)
- 3. Clarification has been added regarding in-kind income computations for individuals with no housing, utilities, and/or food expenses. The wording has been updated to reduce the maximum benefit amount by these expenses until verification of payment for such expenses is provided to the Department of Social Services. (Regulation 2.86.220)
- 4. The Department has added a definition of skimming. Skimming means the electronic theft of benefits when the GA recipient has not lost physical possession of their electronic

- benefits transfer (EBT) card but their benefits have been stolen from the EBT account electronically. (Regulation 2.86.020)
- 5. The regulations currently address lost or stolen benefits when issued with a check. Under those circumstances, the regulations do not permit reissuance. The regulations do not address skimming when the benefits are stolen from an EBT card. It is recommended that the regulations be modified to include that benefits be reissued when there is evidence of skimming after the client has filed a report with law enforcement, an eligibility worker has reviewed the benefit issuance history, and a supervisor has approved the reissuance. It is further recommended that skimming claims only be reissued once in a 36-month period.

It should be noted that no state general funds may be used for the replacement of these benefits. Only county general funds may be used, but the county typically only has one to three GA cases each year with a maximum monthly benefit for a single adult of \$331 per month. Also, benefits issued through the GA program are considered a loan and require that the recipient pay the county back. To date, the Department has not received any reports of skimming related to GA recipients. For these reasons, it is felt that the potential fiscal impact is minimal. If reissuance of these benefits does result in a significant impact on the budget for the General Assistance program, this matter will be brought back to the attention of the Board of Supervisors for reconsideration. Skimming has been reported by recipients of other benefits, such as CalFresh. However, state funds are utilized to replace those benefits. (Regulation 2.86.380)

In the accompanying draft ordinance, the previously approved 2016 changes are shown in red, with the current recommended changes show in blue.

#### **RECOMMENDATION**

The following is recommended:

- 1. Waive the reading of the proposed amendment to the Amador County Code Chapter 2.86 regarding the General Assistance Program, including both the 2016 and 2023 proposed modifications.
- 2. Schedule the proposed amendment for adoption on the Consent Agenda at the next scheduled regular meeting.

ORDINANCE	NO
Oldering	1101

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

SECTION 1. Chapter 2.86 of the Amador County Code relating to the General Assistance Program shall be deleted and the following revised Chapter 2.86 shall be adopted and substituted in place of the deleted chapter:

#### GENERAL ASSISTANCE PROGRAM\*

Sections:	
2.86.010	Authority and mandate.
2.86.020	
2.86.030	Usage of pronouns.
2.86.040	• •
2.86.050	Policy and administration.
2.86.060	Severability.
2.86.070	Eligibility for aidIndigent adult defined.
2.86.071	Citizenship and alienage.
2.86.080	Proration of salary of full-time certified employees of school district, universities, community college over a twelve-month period.
2.86.085	Proration of Lump Sum Income
2.86.090	Proration of Income Over Contract Period
2.86.100	Proprietor of business ineligible.
2.86.110	Proration of income of self-employed and freelance workers over a twelve-month period.
2.86.120	Rebuttable presumption of ineligibility Eligibility Students.
2.86.130	IneligibilityCurrent income or expenses.
2.86.140	Labor disputeEffect of.
2.86.150	Residency requirement.
2.86.160	Allowable real property.
2.86.161	Rental allowance for personal residence.
2.86.170	Allowable personal property.
2.86.180	Exempt income or resources.
2.86.190	Reimbursement agreement.
2.86.195	Allowance of representation fee.
2.86.200	Identification.
2.86.210	
2.86.215	
2.86.220	
2.86.225	Shared housing.
2.86.230	Alternative payment methodsDirect payment to room and board facilities permitted.
2.86.240	
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- \* Prior ordinance history: Ord. 1550

#### 2.86.010 Authority and mandate.

- A. This program is established pursuant to Chapter 1, Part 5 of the Welfare and Institutions Code of the state of California commencing with Section 17000.
- B. Any amendments to the above authority, adopted subsequent to the effective date of this chapter, shall not invalidate any provisions of this chapter; provided, however, that any amendments to the Welfare and Institutions Code that may be inconsistent with this chapter shall govern.
- C. The provisions of this chapter shall govern in relation to all other ordinances of the county and rules and regulations pursuant thereto. In the event of any inconsistency or conflict between the provisions of the rules and regulations adopted pursuant hereto, the most specific shall prevail.

#### 2.86.020 Definitions.

For the purposes of this chapter:

- "Applicant" means a person who is in the process of applying for benefits under the general assistance program.
- "CalWorks" means California Work Opportunity and Responsibility to Kids as defined in Welfare and Institutions Code Section 112100, et seq.
- "Decrease" means any reduction in a recipient's current cash grant amount, in-kind payments or vouchers.
- "Department" means the department of social services of the county.
- "Director" means the director of the department of social services of the county.
- "Discontinuance" means the termination of a person's entitlement to aid.
- "EDD" means the State Employment Development Department.
- "May" means the provision is permissive.
- "MIA" means medically indigent adult or medically needy individual as defined in Welfare and Institutions Code Section 14005.7.
- "MIC" means medically indigent children as defined in Welfare and Institutions Code Section 14005.4.

- "Recipient" means a person who is receiving general assistance.
- "Recoupment" means the collection of past overpayments under general assistance.
- "Shall" means the provision is mandatory.
- "Skimming" means electronic theft occurs when a recipient (or authorized representative) has not lost physical possession of their EBT card and money is stolen from their EBT account electronically.
- "SSI/SSP" means State Supplementary Program for Aged, Blind and Disabled as defined in Welfare and Institutions Code Section 12000, et seq.
- "Unemployable" means that the applicant or recipient is unable to engage in work due to a physical or mental condition.
- "Withholding" means the retention of aid payments or a portion thereof during a period of noncompliance with this chapter or applicable regulations.

#### 2.86.030 Usage of pronoun.

The use of the masculine pronoun shall refer to male or female.

#### 2.86.040 Purposes and principals.

- A. This chapter is enacted to establish rules and requirements for the administration of aid to the indigent and dependent poor of the county, and to adopt standards and conditions for such aid.
- B. 1. The purpose of general assistance is to provide financial or in-kind assistance and other services to indigent residents of the county who are unable to support themselves and have exhausted their own means of support, have no relatives who provide support and are not residents of any institution. General assistance is intended to encourage persons aided to:
  - a. Find employment, if employable;
  - b. Receive support from other sources; and
  - c. Reduce or eliminate the conditions that have led to indigence and dependency.
  - 2. Similarly, the responsibilities of the recipients under this program shall include the following:
    - a. Employable recipients are required to seek employment, to participate in department-approved job counseling, vocational rehabilitation, and drug or alcohol treatment programs provided that said drug or alcohol programs are open and available to the recipient; and to perform such work assignments as are made available through the department.
    - b. Unemployable recipients are required to seek other means of support, where available, including, but not limited to, support available under state and federal programs such as SSI/SSP, and seek treatment where available to alleviate those conditions leading to their dependency.
- C. Assistance is to be administered in a manner which is consistent with, and will help achieve, basic general assistance program purposes and which respects individual privacy and personal dignity. The following policies and principles govern the public social services:
  - 1. General assistance is to be administered promptly and humanely, without discrimination on account of race, sex, sexual orientation, religion, political affiliation or handicap.
  - 2. General assistance is to be so administered as to encourage self-respect, self-reliance and the desire to be a good citizen, useful to society.

- 3. General assistance is to be administered with courtesy, consideration and respect and without attempting to elicit any unnecessary information.
- 4. Duties should be performed in such a manner as to secure for every applicant or recipient the amount of aid to which he or she is entitled under the law.
- 5. Duties should be performed in a manner that assists all employable recipients in seeking employment and all recipients in obtaining other appropriate public benefits.
- 6. There is to be no question, inquiry or recommendation relating to the political or religious opinions or affiliations of any applicant or recipient.
- 7. General assistance is to be administered in the most cost-effective manner possible.
- 8. All general assistance records maintained by the department shall be confidential pursuant to Welfare and Institutions Code Section 17006.

#### 2.86.050 Policy and administration.

- A. The board of supervisors has authority for establishing the policies under which the general assistance program is administered, and any change or exceptions, except as otherwise provided, may be made only upon its authorization.
- B. The department of social services shall administer all public aid and relief in the county to indigent persons of the county. The aid and relief shall be administered in accordance with standards of aid and care for such persons as adopted herein by the board of supervisors. The director of the department of social services shall establish rules and regulations for the proper administration of the general assistance program. This chapter, and the regulations promulgated thereunder are to be construed fairly and equitably.
- C. In actual emergencies, the director of the department of social services may make exceptions to policies pending action by the board of supervisors. Such action shall be reported to the board of supervisors within ten working days.

#### 2.86.060 Severability.

- A. If any article, section, subsection, paragraph, sentence, clause or phrase of this chapter, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, or other competent agency, such decision shall not affect the validity of the effectiveness of the remaining portions of this chapter or any part thereof. The board of supervisors declares that it would have passed each article, section, subsection, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, paragraphs, sentences or clauses be declared unconstitutional or invalid or ineffective.
- B. If the application of any provision or provisions of this chapter to any person, class of persons, property or circumstances is found to be unconstitutional or invalid or ineffective in whole or in part by any court of competent jurisdiction, or other competent agency, the effect of such decision shall be limited to the person, class of persons, property or circumstance immediately involved in the controversy, and the application of any such provision to other persons, properties and circumstances shall not be affected.
- C. This section shall apply to this chapter as it now exists and as it may exist in the future, including all modification thereof and additions and amendments thereto.

#### 2.86.070 Eligibility for aid--Indigent adult defined.

Aid shall be granted under the provisions of this chapter, subject to regulations contained in the this ordinance eodified in this chapter and the department, to persons eighteen (18) years of age or over who are not otherwise a part of an eligible family in receipt of, or eligible to, federal or state public assistance programs/benefits. Persons currently ineligible for these programs due to the fact that they are "spending down" their income and/or resources for a defined period of time will be considered ineligible for general assistance during the same period of time.

Applicants and recipients, who are likely eligible for disability benefits and are experiencing homelessness or are at risk of homelessness shall be referred to the Housing and Disability Advocacy Program (HDAP) for housing support and disability benefit application assistance, as long as the program is available in Amador County.

#### 2.86.071 Citizenship and alienage.

One must be either a United States citizen or an alien lawfully admitted to the United States and entitled to remain indefinitely to be eligible for general assistance. No aid shall be paid until such status has been verified.

# 2.86.080 Proration of salary of full-time certified employees of school district, universities, community colleges over a twelve-month period.

The salary of full-time certified employee of a school district, private school, community college or university shall be prorated over a twelve-month period for the purpose of determining eligibility for aid under this chapter, unless such employment has been terminated at the time the application for general assistance is filed.

#### 2.86.085 Proration of lump sum income.

Any income that is anticipated or received by a general assistance applicant or recipient which is nonrecurring in regard to amount or source shall be prorated by using the general assistance need standard to project the number of months the applicant and/or recipient is ineligible for general assistance due to the receipt of the lump sum. If there is a remainder from this division, the remainder shall be counted as income in the month following the end of the period of ineligibility. If the general assistance applicant and/or recipient reapplies before the number of months of ineligibility has expired, documentation of how the money was spent will be required and reasonable and necessary expenses for food, clothing, shelter, transportation, medical expenses, legal fees and employment enhancement will be allowed.

#### 2.86.090 Proration of income over contract period.

The income of any person under a contract of employment on an annual basis who works and receives income from such contract in fewer than twelve months, but more than eight months, shall be prorated over the period of the contract for the purposes of this chapter.

#### 2.86.100 Proprietor of business--Ineligible.

Proprietors of businesses who employ other workers are ineligible for aid under this chapter.

#### 2.86.110 Proration of income of self-employed and freelance workers over a twelve-month period.

The income of any self-employed person or freelance worker shall be prorated over a twelve-month period for the purpose of determining eligibility for aid under this chapter; except that the applicant may produce evidence to demonstrate that such proration does not accurately reflect his or her financial status at the time the application for general assistance is filed.

#### 2.86.120 Rebuttable presumption of ineligibility Eligibility-Students.

Status as a student shall create a rebuttable presumption that such a person is unavailable for, or unable to accept, offers of employment. The presumption may be rebutted by satisfactory evidence being presented to the department of social services of the student's opportunity and intent to seek employment on a full time basis. The department may make an exception in this regard for persons enrolled in a vocational rehabilitation or job training program approved by the department. (Ord. 1550(part), 2002). Full-time students may be eligible to general assistance as an employable applicant provided they are available for, and able to, accept offers of employment.

#### 2.86.130 Ineligibility--Current income or expenses.

Paid income or expenses during a current month of application which exceed the monthly grant amount on a prorated basis shall create a rebuttable presumption that the applicant is ineligible for aid.

#### 2.86.140 Labor dispute--Effect of.

Unemployment due to a bona fide strike, lockout or other labor dispute shall cause an otherwise eligible applicant to be deemed ineligible for aid.

#### 2.86.150 Residency requirement.

Residence in the county is a requirement of eligibility for general assistance. Residence in the county is established by continuous physical presence for a minimum of fifteen days prior to the date of application, and intent to reside in the county which is satisfactorily substantiated by the applicant. No aid shall be paid until such status has been verified. Inmates of penal institutions and in-patients of medical institutions or rehabilitation facilities shall not be eligible for general assistance. However, those who resided in Amador County prior to their incarceration are considered residents at the time of release.

#### 2.86.160 Allowable real property.

The applicant shall have no equity in real property, other than his or her personal residence, greater than the amount of the monthly grant provided, however, that the department may grant aid to an otherwise eligible applicant or recipient for a period not to exceed two months while the applicant or recipient attempts, in good faith, to sell, finance or refinance real property owned by the applicant or recipient; and provided further, that the applicant or recipient executes documents approved by the director promising to repay all aid provided by the department from the proceeds of such sale, financing or refinancing including but not limited to, a security instrument(s) encumbering the real property as security for repayment of aid. If the recipient has been unable to sell, finance or refinance his or her real property within two months, said failure shall create a rebuttable presumption that the recipient has not made a good-faith attempt to sell, finance or refinance said property, thereby rendering him or her ineligible for further aid.

#### 2.86.161 Rental allowance for personal residence.

An applicant or recipient's personal residence shall not be considered a resource available to the applicant or recipient for eligibility purposes so long as the applicant/recipient does not derive income from said residence; provided, however, that the part of the grant generally allowed by the department to provide funds for rental housing shall be used by applicant/recipient with a personal residence only for the making of payments on debt secured by the applicant/recipient's personal residence so that the applicant/recipient shall have a place of residence, and for no other purpose. If there is no debt secured by the personal residence, the applicant/recipient shall have the rental allowance deducted from the grant. If the payments on the debt are less than the rental allowance, the grant shall be reduced by the difference between the payment and the rental allowance.

#### 2.86.170 Allowable personal property.

The following personal property shall not be considered in computing a recipient's grant levels:

- A. Personal property actually occupied and used as the personal residence of the applicant, including, but not limited to, a mobile home, motor home or motor trailer, or vehicle so occupied and used as a residence;
- B. An automobile having a fair market value of not more than four thousand six hundred and fifty dollars;
- C. Personal effects, exclusive of jewelry, heirlooms, and works of art, to the extent that the aggregate equity of the applicant in such jewelry, heirlooms and works of art does not exceed two thousand five hundred dollars;
- D. Household furnishing, appliances, provisions and wearing apparel, to the extent that the same would be exempt from execution under the criteria set forth in Code of Civil Procedure Section 704.020, or any applicable successor statute;
- E. Tools, implements, instruments, materials and other personal property used in the applicant's trade or profession, to the extent the same would be exempt from execution under the criteria set forth in Code of Civil Procedure Section 704.060 or any applicable successor statute;
- F. Life insurance policies, to the extent the same would be exempt from execution under the criteria set forth in Code of Civil Procedure Section 704.100 or any applicable successor statute;
- G. A cemetery plot for the applicant and the spouse of the applicant, if any, to the extent the same would be exempt from execution under the criteria set forth in Code of Civil Procedure Section 705.300 or any applicable successor statute;

- H. Funds in a retirement system, whether public or private, to the extent the same would be exempt from execution under the criteria set forth in Code of Civil Procedure Sections 704.100 and 704.113, or any applicable successor statutes;
- I. Relocation benefits received for displacement from a dwelling, to the extent that the same would be exempt from execution under the criteria set forth in Code of

Civil Procedure Section 704.180 or any applicable successor statute;

- J. Cash or cash deposits in amounts of one hundred dollars or less; and
- K. Other personal property (other than cash or deposits of cash) of a nature not described in this section, not exceeding five hundred dollars in aggregate value.

#### 2.86.180 Exempt income or resources.

For the purposes of this chapter:

- A. Personal property, income or resources shall not include income from relocation payments to families or individuals receiving aid under this chapter being displaced by a redevelopment agency.
- B. Retirement benefits may be retained upon determination by the director or his/her designee that the applicant or recipient will be re-employed in the near future, and that such employment is contingent upon the retirement fund not being withdrawn.
- C. CalWORKs or SSI/SSP benefits and resources of a member of the general assistance family shall not be considered as income or resources available to the applicant or recipient.
- D. An applicant or recipient's food stamp <u>CalFresh</u> benefits shall not be considered as income or resources available to the applicant or recipient.

#### 2.86.190 Reimbursement agreement.

Each applicant or recipient shall sign an agreement to reimburse the county for all aid and grants expended on his/her behalf from after-acquired property and/or income.

Each applicant or recipient with an application pending for SSI/SSP, SSD, or Veterans disability shall be required to sign an Authorization for Reimbursement for Interim Assistance Initial Claim or Posteligibility Case form (SSP 14) while the SSI/SSP, SSD, or Veterans Disability application is pending.

#### 2.86.195 Allowance of representation fee.

- A. The claim of the county for reimbursement of aid provided under this chapter shall be offset as provided in this section in cases where:
  - 1. The recipient is represented by an attorney at law or other authorized representative in connection with a denial of, or termination of, Supplemental Security Income benefits with state supplementation under the provisions of Title XVI of the Federal Social Security Act and Chapter 3 (commencing with Section 12000) of Part 3; and
  - 2. The county receives the recipient's initial payment of these benefits pursuant to an interim assistance reimbursement authorized by Section 1631(g) of the Federal Social Security Act.
- B. The amount of offset reducing the county claim in these instances shall be paid to the representative by the county as a representation fee. The representation fee paid pursuant to this section shall not be recoverable from the recipient or the recipient's estate.
- C. The representation fee shall be a fixed percentage of the interim assistance reimbursement received by the county equal to the lesser of:

- 1. Twenty-five (25) percent; or
- 2. The percentage obtained by dividing any representation fee to be paid by the recipient as authorized under federal law by the net benefits paid to the recipient by the County after interim assistance reimbursement and multiplying the quotient by one hundred (100).
- D. For purposes of this section, an "authorized representative" shall mean an individual who has met the requirements set forth in Title XVI of the Federal Social Security Act and regulations promulgated thereunder.

#### 2.86.200 Identification.

- A. Each applicant shall present proof of identity. Proof of identity may consist of either a current:
  - 1. California Department of Motor Vehicles Drivers License; or
  - 2. California Department of Motor Vehicles Identification Card.
- B. The department may grant a thirty (30) day extension of time for obtaining proof of identity to an applicant whose identification has been lost or stolen. Emergency aid may be granted to the applicant during said extension.
- C. If the applicant has produced written verification that he/she has attempted to obtain proof of identity within the allotted time frame, and proof that such identification has not been received, aid will be continued up to an additional forty-five (45) days pending said receipt.

#### 2.86.210 Computation and payment of aid grants or amounts payable.

A. For each eligible individual or for each eligible family of two or more persons who qualify for aid under the general assistance program, the basic monthly grant levels are listed below:

#### GENERAL ASSISTANCE GRANT AMOUNTS:

Single Individual	\$309.00- <u>\$331</u>			
Families (# of persons in the Unit):				
2 Persons	<del>505.00</del> <u>541</u>			
3 Persons	<del>628.00</del> <u>670</u>			
4 Persons	<del>747.00</del> <del>799</del>			
5 Persons	<del>850.00</del> <u>909</u>			
6 Persons	954.00 <u>1021</u>			
7 Persons	1047.00 <u>1120</u>			
8 Persons	1142.00 1222			
9 Persons	<del>1234.00</del> <u>1321</u>			
10 Persons	1325.00 1418			

For purposes of this section, a family is defined as a group of persons, living together, who are connected by marriage or the first degree of blood relationship. A person 18 years or older who lives with their parent(s) and younger sibling(s) who receive a CalWORKs grant, may be eligible to General Assistance as an individual. However, the total amount of general assistance paid, when combined with the household's CalWORKs grant, cannot exceed the CalWORKs Maximum Aid Payment (MAP) level for their total household size. The total amount of general assistance paid, when combined with CalWorks, cannot exceed the CalWorks payment level.

#### Example:

3 family members on CalWORKS + 18 year old GA applicant = GA household of 4
Family receives MAP for CalWORKs household of 3 at \$670 per month.
Family MAP for CalWORKs household of 4 is \$799 per month.
Maximum benefit allowable to GA applicant is \$129 per month.

B. With respect to each employable recipient, aid shall be granted after completion of five (5) verifiable job applications per week, while applying for and receiving general assistance,

With respect to each employable recipient, aid shall be granted after ten (10) verifiable job applications are submitted every two weeks (10 business days),

and/or verified participation in a department-approved job counseling program, vocational rehabilitation program, work assignment program or alcohol or drug treatment program. Aid shall be continued conditional upon the monthly completion of twenty (20) verifiable job applications per month. Persons assigned to a Probation's or Sheriffs Department Work Program shall not be considered eligible for cash assistance for the duration of the assignment. Aid may be withheld, reduced or denied or discontinued for failure to meet these requirements. No person who has violated a condition of probation or parole, or person who is fleeing to avoid prosecution or custody or confinement after conviction for a crime or attempt to commit a crime that is a felony, shall be eligible to GA (W&I Code Sec. 17016).

- C. With respect to each recipient who is not employable, continuing aid shall be conditioned upon application for and pursuit of SSI/SSP benefits, if the recipient is eligible therefore, and/or participation in a department-approved rehabilitation program. Aid may be withheld, reduced denied or discontinued for failure to meet these requirements without good cause.
- D. The monthly amount of aid for which a recipient is eligible, computed as provided in Section 2.86.215, shall be the general assistance grant amount, less adjustments for total income and resources, as said term is defined in Section 2.86.215, prorated within the month of application as of the application date.
- E. To the extent that eligibility is denied or discontinued due to the availability of nonexempt property, the applicant or recipient may submit evidence to the department to demonstrate that such assets have been exhausted or have no value.
- F. No voucher or warrant shall be issued for less than five (5) dollars.
- G. A recipient shall be required to submit a revised statement of facts if his or her circumstances existing at the time of the original application subsequently changes.
- H. The board of supervisors may annually adjust the general assistance grant benefit amounts.

#### 2.86.215 Budgeting methods.

- A. The budgeting methods specified in this section shall be used to determine the adjustments to be made to the grant levels for eligible applicants/recipients based on total income of the applicant/recipient during a given month. For purposes of this chapter, the term, "total income," means the sum of actual income received by the applicant/recipient, plus in-kind income, as described in Section 2.86.220.
- B. Initial Aid Payments--Prospective Budgeting. For the first two months of grant payments under this chapter, or for the first two (2) months of grant payments following a break in aid for one month or more (other than a suspension of aid), an adjustment to the grant payments shall be made based upon a reasonable estimate, made by the department, of the total income expected to be available to the applicant during each of these two months. Such estimate shall be based upon the department's knowledge of past and current total income, plus reasonable expectation of future total income.
- C. Continuing Aid--Retrospective Budgeting. For aid payments for the third and continuing payment months, or for the month following a suspension of aid payments due to non-eligibility of or fraud on the part of the

applicant/recipient, or following a break in aid of less than a calendar month, an adjustment to the grant payments shall be made based upon the total income available to the applicant during the second month prior to the payment month. For example, for computation of aid payable during the calendar month of March, the total income available to the recipient during the calendar month of January would be considered in making an adjustment to the grant payable in March. Total income shall be determined by reference to the monthly eligibility report provided by the recipient.

D. Aided recipients shall be required to submit to the department, no later than the fifth day eleventh (11th) day of each month, a completed monthly eligibility report, to be executed under penalty of perjury, detailing the total income available to the recipient during the last preceding month. If such report is not received by the department on or before the eleventh day of the month, timely, the department shall send to the recipient a standard notice of discontinuance of aid; said notice to be sent not later than ten (10) calendar days prior to the end of the report month. Said notice shall include an advisement to the recipient of his/her right to a hearing before the director or his/her representative to determine whether the recipient had good cause for failing to timely submit a report of total income. If the director finds that the recipient did not have good cause for failing to make a timely report, aid shall be discontinued as of the next month following the month in which the failure to make the requisite report occurred. with adequate 10 day notice.

#### 2.86.220 In-kind income.

- A. In-kind income is any benefit received other than cash, and may be earned or contributed. Only those items, which are considered to be general assistance needs items, shall be taken into consideration when determining the benefit amount available to the recipient.
- B. If the in-kind income meets a need item, the recipient's grant level shall be reduced by the value of the item as set forth in the table below:

Number in the family budget unit	Housing	Utilities	FOOD
1	\$182.00	\$40.00	\$105.00
2	242.00	45.00	225.00
3	265.00	48.00	287.00
4	279.00	51.00	356.00
5	279.00	51.00	430.00
6	279.00	51,00	497.00
7	279.00	51.00	554.00
8	279.00	51.00	607.00
9	279.00	51.00	667.00
10 or More	279.00	51.00	720.00

- C. If the applicant/recipient disagrees with the value of the in-kind income arrived at by the department, he/she may submit evidence of the actual value of the items.
- D. The in-kind income shall also apply to those recipients who at the time of application do not live in a common household or share housing, utilities, and/or food with the other person(s).

#### 2.86.225 Shared housing.

A. A common household is a group of individuals who live together and/or customarily purchase food and prepare meals together for home consumption.

- B. Persons residing in a common household shall have their grant amount determined in the same manner as a family group. Each person's grant shall reflect an equal share of the grant allowance according to the size of the household.
- C. Applicants/recipients may submit evidence to demonstrate that they do not live in a common household in that they do not share housing, utilities and/or food with the other person(s).
- D. Persons residing in a shared housing situation shall not receive the grant allowance(s) for housing as set forth in the "In-kind Income" table.

#### 2.86.230 Alternative payment methods--Direct payment to room and board facilities.

In addition to the emergency aid provisions of this chapter, payment for room, food expenses or both, up to the maximum general assistance grant amount may, at the recipient's option, or when deemed expedient, cost effective and/or appropriate by the director, be paid directly to any board and/or care facility should the recipient/applicant choose to reside, take his/her meals or have full room and board privileges at such facilities. The director may initiate such a program or payment arrangement, on either a pilot or continuing basis, by putting into effect the appropriate procedures.

#### 2.86,240 Basic needs--Personal needs.

Personal needs are provide for in the general assistance grant level(s). The department may, at the initial interview, or upon request and review, provide and applicant/recipient with a special allowance for personal needs under "special circumstances." Said allowances(s) shall be provided at the discretion of the director.

#### 2.86.250 Special allowance--Transportation out of the county.

The department may provide transportation including, but not limited to, maintenance en route to a place out of the county where the applicant/recipient will be cared for, or where the applicant/recipient maintains or intends to maintain his/her legal residence, provided the applicant/recipient, except for fully meeting the residency requirement, is otherwise eligible for general assistance and voluntarily enters into a signed agreement regarding such transportation with the county. The agreement shall contain a repayment provision permitting recoupment of the amount expended in providing such transportation. The recoupment shall be made at a rate not to exceed ten (10) percent of each grant amount should the person who was provided transportation thereafter be again provided general assistance in the county.

Transportation under this section shall be provided by the least expensive means available as determined on an individual basis.

#### 2.86.260 Continuing eligibility.

- A. Persons who meet the requirements for eligibility for general assistance are entitled to payments of aid pursuant to this chapter. Recipients are required to comply with all the applicable provisions of this chapter, and any regulations/policies promulgated thereunder
- B. No withholding, decrease or discontinuance of aid shall occur unless the persons to be affected has been advised of the possibility of such action(s) by means of a "notice of proposed action" pursuant to Section 2.86.480, and has been afforded the opportunity for a hearing to dispute said proposed action(s).
- C. Should an applicant and/or recipient fail to attend any day of scheduled work assignment program without an excuse presented to the department within three (3) days or, subject to the discretion of the director, within fifteen (15) days, the aid or application for aid shall be discontinued or denied, provided that the applicant/recipient shall have an opportunity to contest the basis for such discontinuance/denial at a hearing. If an applicant and/or recipient fails, within his/her reporting period, to complete the job searches and/or attendance or participation in department-approved job counseling programs, vocational rehabilitation programs or drug or alcohol treatment programs (if open and available to the applicant/recipient during a payment period) without good cause, or if the required job searches fail to contain essential information for verification or prove to be unverifiable, aid shall be discontinued or denied, provided that the applicant and/or recipient shall have an opportunity to contest the basis for such discontinuance or denial at a hearing.

D. There shall be a current (within 12 months) medical report signed by a medical doctor (MD or DO) on file for all unemployable recipients. The department will provide a medical exam if the applicant and/or recipient is unable to afford such an exam.

#### 2.86.270 Failure to satisfy requirements for eligibility.

A. Recipients and/or applicants who fail to comply with the applicable provisions of this chapter, and any regulations/policies promulgated thereunder, may have their aid denied, withheld, decreased or discontinued as set forth in department regulations/policies. If aid is denied or discontinued for such reason(s), the recipient and/or applicant shall be ineligible to reapply for aid for the following time frames from the effective date of said denial/discontinuance, and until his/her eligibility is again established:

1.	First occurrence	= 30 days
2,	Second occurrence	= 60 days
3.	Third and subsequent occurrences	= 90 days

- B. In cases where fraud on the part of the applicant/recipient is the reason for denial or discontinuance of aid, and where the applicant/recipient's guilt is established by conviction in a criminal prosecution for fraud, he/she shall be ineligible to reapply for aid for ninety (90) days from the date of conviction in the case of a first conviction, or for one (1) year, thereafter, in the case of a second or subsequent conviction. If an appeal is filed in a timely manner, the date shall begin when the conviction becomes final.
- C. Applicants/recipients who were previously in receipt of general assistance benefits from another county and have had a sanction period applied against them in that county, shall continue to receive that same sanction against their potential aid payments in Amador County until the sanction period expires.
- D. Applicants/Recipients must not be eligible for any other cash program.
  - 1. Adult recipients of the CalWorks Program who reach the sixty-month lifetime limit may be eligible for general assistance only when all children in the household are eighteen years of age or older pursuant to AB 1542 SEC. 179. Section 17021(a).
  - 2. Must not be an individual who is receiving aid under the CalWorks Program on behalf of an eligible child, and has been found to be either ineligible for aid, or whose needs are not otherwise taken into account in determining the amount of aid to the family pursuant to Section 11450 due to the imposition of a sanction or penalty.

#### 2.86.280 Classification as employable or unemployable.

A. Recipients shall be classified as either employable or unemployable. There shall be a rebuttable presumption that applicants/recipients are employable if denied SSI/SSP as a result of the SSI/SSP administrative hearing decision, or if the applicant/recipient has repeatedly failed to pursue his/her SSI/SSP application.

Note: Applicant/recipient may submit a current medical report signed by a medical doctor as proof of their continued unemployable status after an ALJ denial.

- B. Employable applicants and/or recipients who have been offered job training shall receive general assistance for no more than three cumulative months in any twelve month (12) period. General assistance received in other counties shall be included in the three (3) month maximum. (WIC 17001.5.a.4). Additionally, they shall:
  - 1. Have registered for employment with the State of California, Employment Development Department (EDD) within ten (10) days of applying for general assistance;
  - 2. Keep such registration(s) current;
  - 3. Be available for employment;

- 4. Accept available employment unless refusal is based upon "good cause" as defined by the Employment Development Department (EDD);
- 5. Submit twenty verifiable five (5) job searches per week for each month Submit ten (10) job searches every two weeks (10 business days) he/she is in receipt of general assistance;
- 6. Cooperate with and carry out any specific job counseling, job training, vocational rehabilitation or drug or alcohol treatment plans (if open and available) recommended by the department, the California State Department of Rehabilitation or others, and approved by department of social services; and
- 7. Perform such work assignments as are made available by the department of social services.
- C. If an applicant is unable to register with the Employment Development Department (EDD) within the time frame specified, the department may make reasonable attempts to assist him/her in registering.
- D. Unemployable applicants and/or recipients shall:
  - 1. Submit a medical or psychological evaluation, signed by a medical doctor (MD or DO) within ten (10) days of the claim of disability. If such evaluation(s) cannot be made within the stated time frame, and the applicant/recipient can show good cause for this non-receipt, the time frame may be extended up to an additional thirty (30) days.
  - 2. Enter into and cooperate in appropriate treatment and therapy programs designed to reduce, eliminate or compensate for the disabling condition(s);
  - 3. Apply for SSI/SSP if a disabling condition is likely to exist for a year or longer; authorize the department of social services' reimbursement of general assistance from retroactive SSI/SSP benefits; pursue and comply with the procedures under the SSI/SSP Program for successful qualification under such benefit program(s);
- E. Employable and unemployable applicants and/or recipients are required to apply for and pursue a claim for any other appropriate benefit program available to the applicant/recipient, and pursue and comply with the procedures for successful qualification under such benefit program.

#### 2.86.290 Termination of employment.

An applicant who has terminated employment without good cause within thirty days (30) of the submission of an application for aid may be denied assistance. If an applicant is denied aid on this basis, said applicant may request a fair hearing. A determination will then be made as to whether or not good cause existed for the applicant(s) decision to terminate his/her employment.

#### 2.86.300 Aid payments.

A. Emergency assistance of up to two (2) weeks may be granted to applicants with apparent eligibility. This aid may be provided in the form of in kind aid. During this period of emergency assistance, the department will investigate the facts material to the determination of eligibility for the general assistance program. If good cause exists, the investigation may be extended an additional two (2) weeks for its completion.

#### Note:

- In-kind aid may consist of voucher for gas, hotel stay, transportation, etc.
- Two week payment amount determined by proration of 14 days in application month.
- B. Normal Payment Periods. The normal payment period shall be the first (1st) of each month.

#### 2.86.310 Aid payments in general.

General assistance aid payments may be provided in the form of in-kind benefits, in-kind orders, vouchers, <u>EBT</u> <u>issuance</u>, checks and warrants.

#### 2.86.320 All payments, warrants and checks.

All recipients, unless otherwise specified in this chapter, shall be granted assistance through warrants or checks.

#### 2.86.330 Aid payments--In-kinds aid.

Assistance in the form of in-kind benefits, in-kind orders, vouchers or emergency warrants issued at the general assistance office shall be used for:

- A. Emergency assistance.
- B. Other short-term causes:
  - 1. Eligible persons awaiting transportation arrangements, provided that aid shall not exceed one week;
  - 2. Eligible persons awaiting admission into a hospital or institution; and
  - 3. Recipients who will receive salary or wages, child support or other income in an amount less than the maximum monthly grant amount.
- C. Persons who have demonstrated inability to handle cash payments for necessities of life.
- D. Other eligible persons when the director determines that in-kind aid is more expedient, cost-effective and appropriate.

#### 2.86.340 Aid payments--To whom paid and delivery of.

- A. Aid payments may be mailed directly to the recipient or substitute payee approved by the director, or the department may require that aid payments be picked up at a designated location. Aid payments shall not be mailed to a post office box if residential delivery is available, to mail receiving agency or to an address outside of the county except upon approval of the director.
- B. Aid payments may be made payable only to the recipient or his/her substitute payee and the recipient jointly.
- C. No aid shall be paid or delivered unless the recipient is physically present and residing in the county except upon approval of the director.

#### 2.86.350 Aid payments--Initial payment.

The initial payment made to a recipient/applicant shall be in the form of in-kind benefits, in-kind orders, vouchers, EBT issuance, checks or warrants.

#### 2.86.360 Administrative discontinuance or denial.

Aid shall be discontinued or denied under any of the following circumstances:

- A. The recipient abandons his/her residence in the county;
- B. Department mail addressed to the recipient at the address provided is returned to the department marked "Undeliverable" at such address;
- C. The recipient's whereabouts are unknown to the department;
- D. The recipient becomes ineligible for aid;
- E. The recipient requests that aid be discontinued or voluntarily withdraws his/her application;
- F. The recipient dies;
- G. The recipient fails to keep his/her interview appointment with the department;
- H. The recipient fails to comply with any of the eligibility requirements of this chapter.

#### 2.86.370 Aid payments--Changes in general assistance grants.

A. Changes in the grant shall be made when a recipient of general assistance becomes eligible for aid in a different amount because of altered circumstances.

B. A change in aid shall be made effective with the next regular pay date following knowledge by the worker of circumstances warranting said changes.

#### 2.86.380 Aid payments--Lost, forged or stolen warrants.

If a warrant has been cashed and the money lost or stolen, no replacement of the warrant or issuance of orders shall be permitted. If benefits are skimmed off of an Electronic Benefits Transfer (EBT) card, the benefits will be reissued after the recipient completes the EBT 2259 Report of Electronic Theft of Cash Aid form and verifies that he/she has filed a report with law enforcement. Prior to benefit reissuance, the assigned worker will review the benefit issuance history in the CalSAWs automated case management system with a supervisor. Supervisor approval is required for all reissuances. Skimming claims will only be reissued once in a 36-month period.

#### 2.86.400 Fair administration--Disclosures--Overpayment.

The department shall administer this program fairly to the end that all eligible persons who apply for assistance shall receive aid promptly within forty-five (45) days of application, with due consideration for the needs of the applicants/recipients and the safeguard of public funds.

- A. Any applicant for or recipient of aid under this chapter shall be informed as to the provisions of eligibility and his/her responsibility for reporting facts material to a correct determination of eligibility, continuing eligibility and grant.
- B. Any applicant for or recipient or payee of, aid under this chapter shall be responsible for reporting accurately and completely all facts required of him/her pursuant to subsection (A) of this section, and for reporting promptly any changes of those facts.
- C. Any person who makes full and complete disclosure of those facts as explained to him/her pursuant to subsection (A) of this section is entitled to rely upon the aid granted as being accurate, and the warrant he/she receives as correctly reflecting the grant and award except as provided in subsections (D) and (E) of this section.
- D. Overpayment(s) due to administrative error, misrepresentation of information required by this chapter, or negligent failure to report facts may be adjusted over a period of time following discovery of said overpayment until total recoupment occurs. Overpayment adjustment(s) shall be at the rate of ten (10) per cent of the monthly general assistance grant paid to the recipient.
- E. Overpayment(s) due to willful failure to report as required, or due to fraud shall result in immediate discontinuance of aid if the person is otherwise ineligible for general assistance. If the recipient continues to meet all of the general assistance eligibility criteria, said overpayment(s) shall be recouped at no less than ten (10) percent of the monthly general assistance grant, nor more than twenty (20) percent, based upon the individual circumstances as subject to the fair hearing procedures in Section 2.86.470.

#### 2.86.430 Records--Maintenance of.

The department shall maintain a case record for every recipient and/or applicant. For those applicants whose request(s) for assistance were denied, such case records shall include the applicant's name and address plus the reason(s) for the denial.

#### 2.86.440 Records--Confidentiality.

All general assistance records shall be confidential, and shall not be opened to examination or inspection except by the grand jury of the county, or by a board or an officer of the state or county charged with the administration, supervision or direction of the general assistance program, or upon written waiver by the applicant or recipient.

#### 2.86.450 Records--Destruction of.

Except as otherwise provided, all inactive case records that are over three (3) years old may be destroyed. All records pertaining to denial of initial eligibility may be destroyed after three (3) years.

#### 2.86.460 Fraud in obtaining aid.

Whenever any person has, by means of false statements or representation, or by impersonation or other fraudulent device obtained aid under this chapter, the matter shall be referred to the district attorney's office for appropriate action.

#### 2.86.470 Hearing--Opportunity for.

An applicant for or recipient of general assistance dissatisfied with any action(s) of the department relating to withholding, denial, discontinuance and/or recoupment of overpayment(s) of aid shall be accorded a fair hearing upon filing a timely request with the department.

#### 2.86.480 Notice of proposed action.

- A. The department shall issue a notice of proposed action whenever it intends to withhold, decrease or impose a denial, discontinuance and/or recoupment of overpayment of aid. In all cases except where an initial denial is involved, this notice shall be personally delivered or mailed to the applicant and/or recipient at least ten (10) calendar days prior to the effective date of the proposed action, with the exception of all reasons listed in Section 2.86.360 (A),(C),(E) and (F).
  - 1. In the event that aid is being discontinued for any reason, the department shall hold the case open until after the notice period has ended.
  - 2. The department, after giving a notice of proposed action, may hold and not mail or otherwise give out a warrant for the grant which would otherwise be sent during the notice period for any reason set forth in Section 2.86.360, unless a request for fair hearing has been timely filed on or before the date of the proposed action, and the recipient has adequately explained to the department that the reason(s) for holding the warrant is not valid.
- B. In the case of a notice mailed at least ten calendar days prior to the effective date of the proposed action, there shall be a rebuttable presumption that the notice was timely given.
- C. The notice of proposed action shall include all alleged acts in the record known to the department at the time the action is proposed. The notice shall describe, with reasonable particularity, the act or acts which form the basis for the proposed action. It shall also cite those provisions of this chapter, or the regulations/policies promulgated thereunder, which are relied upon by the department to support its proposed action(s). (Ord. 1550(part), 2002).

#### 2.86.490 Request for hearing.

A claimant or an authorized representative may request a fair hearing. This request may be made in written form, or by filling out a request for fair hearing form, located on the back of each Notice of Proposed Action, available at the department of social services' office, or orally, as specified by the director in department regulations. It shall be made within seven (7) calendar days of the date of hand-delivery, or ten (10) calendar days from the date of mailing of the notice of proposed action. If no request for a hearing is either delivered to the department of social services, or postmarked within that period, no hearing shall be granted except in cases of certified illness, hospitalization, incarceration or other good cause satisfactorily shown to the director.

#### 2.86.500 Aid paid pending.

If a claimant, except in the case of an initial denial of aid, or an authorized representative makes a timely request for a hearing, and for aid paid pending, aid shall be continued pending the department's receipt of the hearing decision. A decision shall be deemed to have been received by the recipient when either it is hand delivered to the recipient, or three days after the decision has been mailed. (Ord. 1550(part), 2002).

#### 2.86.510 Hearing--Notice of hearing--When held.

A. After a hearing has been requested, a time shall be established, and shall be at the department of social services, unless changed at the discretion of the director. Timely notice shall be given the applicant/recipient indicating the day, date, time and place of the hearing. The applicant/recipient shall also be notified of his/her right to be represented by counsel, to call witnesses and present evidence on his/her behalf, to review the department's position paper prior to the hearing.

- B. Where an applicant for general assistance is denied aid, a hearing shall be calendared within seven (7) days from receipt of the request.
- C. All hearings shall be held within fifteen (15) calendar days of the request.

#### 2.86.520 Impartial hearing officer.

The director shall designate as an impartial hearing officer a person who is not involved in the administration of the general assistance program, but who may be a department employee.

#### 2.86.530 Hearing--Hearing rights.

The applicant or recipient shall be advised in the notice of proposed action of said applicant's/recipient's rights to counsel or other representation, to review pertinent records and regulations at least five (5) working days prior to the hearing, to present testimony and documentary evidence, to cross-examine all witnesses, to have the proceedings tape-recorded and to provided a translator for the hearing if the recipient has a language problem.

#### 2.86.540 Informality, evidence, appearance and counsel.

The hearing shall be conducted in an impartial and informal manner. All evidence shall be submitted under oath or affirmation. The hearing officer is not bound by the rules of evidence or procedures applicable to judicial proceedings. The applicant/recipient shall attend the hearing in person, and may be represented by counsel or by a representative.

#### 2.86.550 Hearing decision.

The hearing officer shall:

- A. Render a written decision within seven (7) calendar days of the hearing decision indicating factual findings and grounds for the decision. Such decision shall be based solely upon evidence presented at the hearing, and specifically state the facts upon which it was based, the authority relief upon and other reason(s) for the decision.
- B. Render the decision to the applicant/recipient, where possible, immediately upon conclusion of the hearing, and furnish him/her a copy at that time. The decision must set forth with reasonable particularity the basis for said decision.
- C. Mail the decision to the applicant/recipient if an immediate decision cannot be rendered.

#### 2.86.560 Hearing--Finality--Effect of nonappearance--Recoupment.

- A. The results of all hearings are considered final, and there is no further right of administrative appeal.
- B. When neither the applicant/recipient nor the authorized representative appears for the scheduled hearing, it is presumed that the applicant/recipient ceases to contest the decision. The withholding, decrease, denial, discontinuance and/or recoupment of overpayments of aid will, therefore, be affected. The applicant or recipient may, for good cause shown, make a written request or oral request as specified the director's regulations, for a second hearing within fifteen days of the scheduled date for the first hearing. Such hearing must specify the good cause for nonattendance at the first hearing. This provision is satisfied by evidence of any of the following:
  - 1. Verified hospitalization;
  - Verified illness;
  - 3. Incarceration; or
  - 4. Other good cause satisfactorily shown to the director.

No aid shall be paid pending the second hearing.

C. A claimant whose challenge of a department decision is denied after a fair hearing shall be subject to recoupment of all aid paid pending the fair hearing.

SECTION 2. This ordinance or a summary thereof shall be published within fifteen days after the date hereof in a newspaper of general circulation printed and published in the County of Amador, State of California, and shall become effective thirty (30) days after the date hereof.

The foregoing Ordinance was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the xx day of xxxx 2023, by the following vote:

AYES:	Jeff Brown, Brian Oneto, Richard M. Forster, Frank Axe, and Patrick Crew
NOES:	None
	Chairman, Board of Supervisors
ATTEST:	
	JRNS, Clerk of the visors, Amador County,
Deputy	
	NOES:  ATTEST:  JENNIFER BU Board of Super

# **Board of Supervisors Agenda Item Report**

Submitting Department: General Services Administration Meeting Date: April 11, 2023

## **SUBJECT**

General Services Administration: ITB 23-03 Amador County Sheriff Roof Replacement

## **Recommendation:**

Approve the General Specifications and authorize staff to let this work out to bid.

## 4/5 vote required:

No

#### **Distribution Instructions:**

Jon Hopkins, Mark Olivarria

## **ATTACHMENTS**

- ITB 23-03 Project Approval Board Memo 4.5.23.pdf
- Roof Pictures.pdf
- Securock Gypsum Concrete Patch Data Sheet.pdf
- Section 01 63 00 Product Options and Substitutions SK1.pdf
- Section 07 54 23 TPO Thermoplastic Single-Ply Roofing.pdf
- Section 07 72 00 Rooftop Support Systems.pdf
- Section 01 30 00 Submittals SK1.pdf

# **Amador County**

## **FACILITIES AND PROJECTS DIVISION**

# **GENERAL SERVICES ADMINISTRATION**

MAIL:

12200-B Airport Road - Jackson, CA 95642-9527

FACSIMILE:

12200-B Airport Road-Martell, California 209- 223-0749

E-MAIL:

facilities@amadorgov.org

VOICE:

209-223-6370



## **MEMORANDUM**

TO:

**Board of Supervisors** 

FROM:

Mark Olivarria, Facilities & Projects Manager (M, U)

DATE:

April 5, 2023

**SUBJECT:** 

ITB 23-03 Amador County Sheriff Roof Replacement

**Background:** This project consists of removing roughly 21,000 sf. of 30+ year old single ply roof assembly and gypsum cover board to expose the lightweight concrete deck and then installing a new roofing assembly including gypsum board, walk pads and conduit/pipe blocks.

Subject or Key Issue: Public Contract Code Section 20124 requires the Board of Supervisors adopt plans, specifications, strain sheets, and working details for the work. This work only has specifications to approve (attached) as plans are not needed due to contractors must walk and inspect the site for onsite observations. A mandatory pre-bid conference will be required.

Analysis: The roof is approximately 38 years old and continuously leaks in various places. The roof also has various HVAC equipment and piping on it that may require a crane to lift equipment to refurbish or replace HVAC curbs. Timing is of the essence as staff is attempting to complete the roof replacement prior to the Jail Expansion project but in conjunction with the ADA/Demising Wall Project currently underway. Estimates for this were projected at \$400,000.00 in February of 2001 and is what is currently budgeted. However, staff received a recent estimate of \$479,725.00 directly from a licensed roofing contractor.

In addition, a budget increase for this work is anticipated of approximately \$100,000.00 +/- in order to complete this work. The Capital Improvement Fund has funding to support this unforeseen increase in its minor line.

Alternatives: N/A

Fiscal or Staffing Impacts: \$100K +/- additional funding.

4/5ths vote: N/A

Recommendation(s): Approve the General Specifications and authorize staff to let this work out to bid.

Attachments: Pictures

General Specifications

USG Securock Brand Gypsum-Concrete Patch

Cc:

Chuck Iley, CAO

File





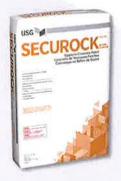












# USG SECUROCK® BRAND GYPSUM-CONCRETE PATCH

(FORMERLY PYROFILL)

Great for repairing poured-in-place roof decks such as gypsum roof decks and lightweight insulating concrete surfaces.

- Durable: over 500 psi compressive strength
- Fast installation
- Noncombustible
- Feather-edge where needed

DESCRIPTION

USG Securock™ Brand Gypsum-Concrete Patch is mill formulated and composed of specially calcined gypsum and wood chips or shavings, It is mixed at the job site with clean water only and poured in place as a patch for existing gypsum decks. USG Securock Gypsum-Concrete Patch is noncombustible and used in several UL-approved roof deck systems.

**ADVANTAGES** 

**Exceptional Strength:** Engineered to provide over 500 psi of compressive strength that will accept foot traffic and fasteners within four hours of application.

**Fire Performance:** USG Securock Gypsum-Concrete Patch is a noncombustible material that provides excellent fire performance and is used in several UL-approved roof deck systems.

**Versatile:** Can be used as a patch in many roof decks such as gypsum, vermiculite concrete, perlite concrete and cellular foam concrete.

LIMITATIONS

- Protect from moisture in storage and on the job.
- Close open bags as tightly as possible; discard compromised or old open bags.
- Not to be applied over moist or wet surfaces.
- Must be protected from direct exposure to moisture after installed.
- · Shelf life of six months under protected storage conditions.

INSTALLATION

- Keep all equipment clean:
- Use only clean water for mixing: do not add sand, aggregate or any other materials
- Deck must be structurally sound and free from debris or contaminants that might prevent proper bonding of USG Securock Gypsum-Concrete Patch. Weak or deteriorated material must be removed from the deck to provide a solid base.
- Add USG Securock Gypsum-Concrete Patch to water.
- Spread slurry at once after mixing and screed to desired thickness.
- DO NOT retemper USG Securock Gypsum-Concrete Patch.
- Machine mixing: Use 5–5,6 gal. (18.9–21.2 L) of clean water per 50 lb. (22,6 kg) of USG Securock Gypsum-Concrete Patch; do not overwater.
- Mixing can be accomplished with mortar mixer or pail and drill with a mortar mixer attachment.
- This product provides a minimum dry density of 50 lb./cu, ft. (801 kg/m³).
- Sets in 30-60 minutes.
- Use a spread of 6 sq. ft, per bag for a 2" slab.
- · Mechanically attach base sheet to surface after material has set.
- Recommended formboard is: 5/8" USG Securock\* Brand Glass-Mat Roof Board or 5/8" USG Securock\* Brand Gypsum-Fiber Roof Board.
- If retarder is needed, use USG Gypsum Plaster Retarder (Standard Strength). See USG Gypsum Plaster Retarder (P783) for more information.



#### FIRE PERFORMANCE

- Noncombustibility in accordance with ASTM E136.
- Fire-rated and approved for use in UL Roof Deck Systems (P676, P503, P207, P229, P505, P507, P783).

#### STANDARDS COMPLIANCE

USG Securock Gypsum-Concrete Patch is manufactured to conform to ASTM C317, "Standard Specification for Gypsum Concrete."

#### **PHYSICAL PROPERTIES**

R value	0.67 °F.ft².h/Btu/inch, per ASTM C518	
Dry density	50-52 pcf	
Set time	30-60 minutes	
Compressive strength after set	>500 psi (3,4MPa)	
Weight, nominal lb./bag	50	
Welght, nominal lb./pallet	3,500	
Bags per pallet	70	

#### SUBMITTAL APPROVALS

Job Name		
Contractor	Oate	

#### PRODUCT INFORMATION

See usg.com for the most up-to-date product information.

#### DANGER

May cause cancer by inhalation of respirable crystalline silica. Do not handle until all safety precautions have been read and understood, Use only in a well-eventilated area, wear a NIOSH/MSHA-approved respirator. Wear protective gloves/protective clothing/eye protection, if swallowed, inhaled, or skin irritation occurs immediately get medical attention, When mixed with water, this material hardens and becomes very hot sometimes quickly, DO NOT attempt to make a cast enclosing any part of the body using this material, Dust from mixing may cause irritation to eyes, skin, nose, throat and upper respiratory tract. If on skin: Wash with plenty of water, Dispose of in accordance with local, state, and federal regulations. For more information call Product Safety: 800 507-8899 or see the SDS at usg.com KEEP OUT OF REACH OF CHILDREN.

#### TRADEMARKS

TRADEMARKS
The trademarks USG\_PYROFILL, SECUROCK\_IT'S YOUR
WORLD\_BUILD IT, the USG togo, the design elements
and colors\_and related marks are trademarks of USG
Corporation or its affiliates...

#### NOTE

Products described here may not be available in all geographic markets, Consult your USG Company sales office or representative for Information.

#### NOTICE

We shall not be liable for incidental and consequential damages, directly or indirectly sustained, nor for any loss caused by application of these goods not in accordance with current printed instructions or for other than the intended use. Our liability is expressly limited to replacement of defective goods. Any claim shall be deemed walved unless made in writing to us within thirty (30) days from date it was or reasonably should have been discovered.

#### SAFETY FIRST!

Follow good safety/industrial hygiene practices during installation. Take necessary precautions and wear the appropriate personal protective equipment as needed, Read SDS and literature before specification and installation.

800 USG.4YOU 800 (874-4968) usg.com

Manufactured by United States Gypsum Company 550 West Adams Street Chicago, IL 60661

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## GENERAL SPECIFICATIONS SECTION 01 63 00 - PRODUCT OPTIONS AND SUBSTITUTIONS

## PART I GENERAL

#### 1.01 SUMMARY

- A. Procedures are described for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda.
- B. Related Sections
  - 1. Section 01 30 00 (Submittals)

#### 1.02 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standard: Select any product meeting that standard.
- B. For products specified by naming one or more products or manufacturers:
  - 1. Select products of any named manufacturer meeting specifications.
  - 2. For any product or manufacturer, which is specifically named, submit Request for Substitution (RFS).
  - 3. For specified products accompanied by the words "Basis of Design," submit specified item or any product having significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics equal or exceeding the specified product.

### 1.03 SUBSTITUTIONS

- A. Within a period of **15 days** after Award of Contract, the Project Manager will consider RFS from Contractor. After that period, requests will be considered only when product becomes unavailable due to no fault of Contractor. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for Work on the Project).
- B. Submit separate RFS for each product and support each request with:
  - 1. Product identification
  - 2. Manufacturer's literature
  - 3. Samples, as applicable

- 4. Name and address of similar projects on which product has been used, and date of installation
- 5. Name, address and telephone number of manufacturer's representative or sales engineer
- C. Itemize a comparison of the proposed substitution with product specified and list significant variations. If variation from product specified is not pointed out in Submittal, variation will be rejected even though Submittal was favorably reviewed.
- D. State whether the substitute will require a change in any of the Contract Documents (or provisions of the work of any other Contractor on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. Submit data relating to changes in the Master Project Schedule.
- E. Identify in the RFS (i) all variations of the proposed substitute from that specified, and (ii) available maintenance, repair and replacement service.
- F. Include accurate cost data comparing the proposed substitution with product and amount of net change in Contract Price, including but not limited to an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute (including costs of redesign and claims of other contractors affected by the resulting change), all of which will be considered by Project Manager in evaluating the proposed substitute. Project Manager may require Contractor to furnish additional data about the proposed substitute.
- G. Substitutions will not be considered for acceptance when:
  - 1. They will result in delay meeting construction milestones or completion dates.
  - 2. They are indicated or implied on submittals without formal request from Contractor.
  - 3. They are requested directly by Subcontractor or supplier.
  - 4. Acceptance will require substantial revision of Contract Documents.
  - 5. They disrupt Contractor's job rhythm or ability to perform efficiently.
- H. Substitute products shall not be ordered without written acceptance of the Project Manager.
- I. Project Manager will determine acceptability of proposed substitutions and reserve the right to reject proposals due to insufficient information.
- J. Accepted substitutions will be evidenced by a Change Order or Supplemental Instruction. All Contract requirements apply to Work involving substitutions.

#### 1.04 CONTRACTOR'S REPRESENTATION AND WARRANTY

A. Requests constitute a representation and warranty that Contractor:

- 1. Has investigated the proposed product and determined that it meets or exceeds, in all respects, specified product.
- 2. Will provide the same warranty for substitution as for specified product.
- 3. Will coordinate installation and make other changes which may be required for the Work to be complete in all respects.
- 4. Waives claims for additional costs which may subsequently become apparent.
- 5. Will be responsible for Master Project Schedule slippage due to substitution.
- 6. Will be responsible for Master Project Schedule delay due to late ordering of available specified products caused by requests for substitution which is subsequently rejected by the Project Manager.
- 7. Will compensate County for all costs; including extra costs of Contract, extra cost to other contractors, and any claims brought against County, caused by late requests for substitutions or late ordering of products.

#### 1.05 PROJECT MANAGER'S DUTIES

- A. Review Contractor's RFS with reasonable promptness.
- B. Notify Contractor in writing of decision to accept or reject requested substitution.

#### 1.06 COST OF REVIEW

- A. Project Manager will record the time required in evaluating substitutes proposed or submitted by Contractor whether or not Project Manager accepts the substitute item so proposed or submitted by Contractor. Contractor shall reimburse County for the charges of the Project Manager for evaluating each such proposed substitute item.
- B. County at its sole discretion may waive the requirement of paragraph A above.

## **PART 2 - PRODUCTS**

Not applicable.

## **PART 3 - EXECUTION**

Not applicable.

### END OF SECTION

## GENERAL SPECIFICATIONS SECTION 07 54 23 - TPO THERMOPLASTIC SINGLE-PLY ROOFING

#### PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. TPO Thermoplastic Single-Ply Roofing.
- B. Membrane Flashings.
- C. Metal Flashings.
- D. Roof Insulation.
- E. Dura-Blok

## 1.2 RELATED SECTIONS

A. Not Applicable.

#### 1.3 REFERENCES

- A. American Society of Civil Engineers (ASCE) ASCE 7 Minimum Design Loads for Buildings and Other Structures, Current Revision.
- B. ANSI/SPRI WD-1 "Wind Design Standard for Roofing Assemblies".
- C. ASTM International (ASTM):
  - 1. ASTM C 208 Standard Specification for Cellulosic Fiber Insulating Board.
  - 2. ASTM C 578 Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
  - 3. ASTM C 1289 Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
  - 4. ASTM D 41 Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
  - 5. ASTM D 226 Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
  - 6. ASTM D 312 Standard Specification for Asphalt Used in Roofing.
  - 7. ASTM D 412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.
  - 8. ASTM D 1079 Standard Terminology Relating to Roofing, Waterproofing, and Bituminous Materials.
  - 9. ASTM D 2178 Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
  - 10. ASTM D 4263 Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.

- 11. ASTM D 4491 Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
- 12. ASTM D 4869 Standard Specification for Asphalt-Saturated Organic Felt Underlayment Used in Steep Slope Roofing.
- 13. ASTM D 6878 Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing.
- 14. ASTM E 96 Standard Test Methods for Water Vapor Transmission of Materials.
- D. Factory Mutual (FM Global):
  - 1. Approval Guide.
    - a. Factory Mutual Standard 4470 Approval Standard for Class 1 Roof Covers.
    - b. Loss Prevention Data Sheets 1-28, 1-29.
- E. International Code Council (ICC):
  - 1. International Building Code (IBC).
- F. National Roofing Contractors Association (NRCA) Low Slope Roofing and Waterproofing Manual, Current Edition.
- G. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) Architectural Sheet Metal Manual.
- H. Underwriters Laboratories (UL):
  - 1. TGFU R1306 "Roofing Systems and Materials Guide".
  - 2. UL-790 Standard Test Method for Fire Tests of Roof Coverings.
- I. ANSI/ASHRAE/IESNA Standard 9.1 (2007): Energy Standard for Buildings Except Low-Rise Residential Buildings.

## 1.4 DESIGN CRITERIA

- A. Wind Uplift Performance:
  - 1. Roof system is designed to withstand wind uplift forces as calculated using the current revision of ASCE-7.
- B. Fire Resistance Performance:
  - 1. Roof system will achieve a UL Class A rating when tested in accordance with UL-790.

#### 1.5 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- B. Selection Samples: For each finish product specified, two complete sets of chips representing manufacturer's full range of available colors, membranes, and

thicknesses.

C. Verification Samples: For each finish product specified, two samples, minimum size 4 inches (100 mm) square representing actual product, color, and patterns.

## 1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of twenty (20) years experience.
- B. Installer Qualifications:
  - 1. All products listed in this section are to be installed by a single installer with a minimum of five (5) years demonstrated experience in installing products of the same type and scope as specified.
  - 2. Installer must be capable of extending the Manufacturer's Labor and Materials guarantee.
  - 3. Installer must be capable of extending the Manufacturer's No Dollar Limit guarantee.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of hazardous materials, and materials contaminated by hazardous materials, in accordance with requirements of local authorities having jurisdiction.
- C. Safety Data Sheets (SDS) must be on location at all times during the transportation, storage and application of materials.
- D. When loading materials onto the roof, Contractor must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.

## 1.8 PROJECT CONDITIONS

- A. Proceed with roofing work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.
- B. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage.
- C. The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil and grease.
- D. New roofing shall be complete and weather tight at the end of the work day.

#### 1.9 WARRANTY

- A. At project closeout, provide to County Representative an executed copy of the manufacturer's Total System warranty, outlining its terms, conditions, and exclusions from coverage.
  - 1. Duration: 20 Years.
- B. When positioning membrane sheets, exercise care to locate all field splices away from low spots and out of drain sumps. All field splices should be shingled to prevent bucking of water.

#### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Carlisle SynTec Systems, which is located at: P. O. Box 7000; Carlisle, PA 17013; ASD Toll Free Tel: 800-4-SYNTEC; Tel: 717-245-7000; Fax: 717-245-7053; Email:request info (info@carlislesyntec.com); Web:https://www.carlislesyntec.com.
- B. Alternate Manufactures: Proposed equals are subject to substitution process per Section 01 33 00

#### 2.2 SCOPE / APPLICATION

- A. Roof System: Provide a waterproof roof system, capable of withstanding uplift forces as specified in the Design Criteria article of this section.
  - 1. Membrane Attachment: Fully Adhered.
- B. Base Flashing: Provide a waterproof, fully adhered base flashing system at all penetrations, plane transitions and terminations.
- C. Insulation: Provide a roof insulation system beneath the finish membrane.

## 2.3 INSULATION

- A. Moisture, mold and impact-resistant, non-structural fiber-reinforced gypsum panel made from 95 percent recycled materials. Securock Gypsum Fiber, distributed by Carlisle.
  - 1. Board Thickness: 1/2 inch (13 mm).
- B. Alternate Manufactures: Proposed equals are subject to substitution process per Section 01 33 00

### 2.4 INSULATION ADHESIVE

A. Flexible FAST Adhesive: A spray or extruded applied, two-component polyurethane, low-rise expanding foam adhesive used for attaching approved insulations to compatible substrates (concrete, cellular lightweight insulating concrete, gypsum, cementitious wood fiber, wood or steel) or existing smooth or gravel surfaced BUR, modified bitumen or cap sheets.

## 2.5 THERMOPLASTIC POLYOLEFIN (TPO) MEMBRANE

- A. Sure-Weld FleeceBACK Membrane: TPO membrane with a 55-mil fleece bonded to the underside.
  - 1. Color: White.
  - 2. Membrane Thickness: 115 mil nominal / 60 mil over fleece.
  - 3. Sheet Dimensions:
    - a. Width: 12 feet (3.66 m) maximum.
    - b. Length: 100 feet (30.5 m) maximum.
  - 4. Performance:
    - a. Breaking Strength: FB 100 300 lbf (1.3 kN) minimum / FB 115 400 (1.8 kN) minimum.
    - b. Tear Strength: 55 lbf/in (245 N/m) minimum.
    - c. Elongation: 25 percent.

## 2.6 FLASHING ACCESSORIES

- A. Inside Corners: Pre-molded corner flashing for inside corners. 60 mil thickness. Color to match membrane.
- B. Outside Corners: Injection molded corner used for flashing outside corners. 60 mil thickness. Color to match membrane.
- C. TPO T-Joint Covers: Injection molded 60 mil thick TPO formed into a 4.5 inch (114 mm) diameter circle used to seal step-offs at splice intersections. Color to match membrane.
- D. Molded Pipe Seals: A pre-molded flashing and clamping ring used for pipe penetrations. Available for 0.75 inch to 8 inch (19 203.2 mm) diameter pipes. Color to match membrane.
- E. TPO Split Pipe Seals: Pre-fabricated flashing consisting of 60 mil thick reinforced Detail Membrane for pipes 1 inch to 6 inch (25.4 152.4 mm) in diameter. A split (cut) and overlapped tab is incorporated to allow the pipe seal to be opened and wrapped around the pipe when it is not possible to pull a standard pipe flashing over a round penetration. Color to match membrane.
- F. TPO Split Square Tubing Wraps: Pre-fabricated flashings made of 60 mil thick reinforced Detail membrane for square tubing. A split (cut) and overlap tab are incorporated into these parts to allow the seals to be opened and wrapped around a square tubing penetration with an obstruction. Stock sizes include 3- inch, 4-inch, 5-inch and 6 inch (76, 102, 127, 152 mm) diameter square tubing. Color to match membrane.
- G. TPO Molded Sealant Pockets:
  - 1. A two-piece, interlocking injection molded, flexible pocket with a rigid polypropylene vertical wall and pre-formed deck flanges. Color to match membrane.
  - 2. Used with Thermoplastic One-Part Pourable Sealer as specified in this section

for waterproofing pipe clusters or other odd shaped penetrations. The removable built-in extension legs allow the oval pocket to adjust from 7.5 inches to 11.5 inches (191mm - 292 mm) in length while maintaining a 6-inch width (152 mm).

- H. Sure-Weld Heat Weldable Walkway Rolls: Superior tear, puncture and weather resistance and designed to protect Sure-Weld membrane in those areas exposed to repetitive foot traffic or other hazards. Walkway material may be heat welded to Sure-Weld membrane using an automated heat welder or hand held heat welder. Walkway Rolls are 34 inches (864 mm) wide by 50 feet (15.2 m) long and are nominal 180 mils thick. Color White.
- I. Non-Reinforced Flashing: Non-reinforced TPO flashing is a 60-mil thick non-reinforced TPO based membrane used for detail work where the use of pre-molded or pre-fabricated accessories are not feasible. Color White.

## 2.7 CLEANERS, PRIMERS, ADHESIVES AND SEALANTS

- A. Flexible FAST Adhesive: A spray or extruded applied, two-component, polyurethane, low-rise expanding foam adhesive used to securely bond FleeceBACK membranes to a variety of substrates.
- B. CAV-GRIP III Low-VOC Aerosol Contact Adhesive/Primer: A low-VOC, methylene chloride-free adhesive that can be used for a variety of applications including: Bonding Sure-Weld membrane to various surfaces, priming unexposed asphalt prior to applying Flexible FAST Adhesive, adhering Sure-Weld TPO membrane, horizontally, for the field of the roof, and for adhering Sure-Weld FleeceBACK and Sure-Weld TPO membrane to vertical walls. Coverage rate is approximately 2,000-2,500 sq. ft. per 40 lb cylinder and 4,000-5,000 sq. ft. per 85 lb cylinder as a primer, in a single-sided application; 750 sq. ft. per 40 lb cylinder and 1,500 sq. ft. per 85 lb cylinder as an adhesive for vertical walls, in a double-sided application; 1,000 sq. ft. per 40 lb cylinder and 2,000 sq. ft. per 85 lb cylinder as an adhesive, horizontally, for the field of the roof, in a double-sided application.
- C. Low-VOC Cut Edge Sealant: A medium solids content, free flowing polymeric material designed for sealing cut edges (exposed fabric) of Sure-Weld reinforced membrane.
- D. Water Cut-Off Mastic: A one-component, low viscosity, self wetting, Butyl blend mastic used as a compression sealing agent between membrane and applicable substrates.
- E. Low VOC Primer: Manufacturer's recommended low VOC primer.
- F. Universal Single-Ply Sealant: A 100 percent solids, solvent free, VOC free, one-part polyether sealant that provides a weather tight seal to a variety of building materials. It is used for general caulking such as above termination bars and metal counter flashings and at scupper details.. Available in white only.

#### 2.8 EDGINGS AND TERMINATIONS

A. Sure-Seal Termination Bar: 1 inch (13 mm) wide, .098 inch (2.5 mm) thick extruded aluminum bar pre-punched 6 inches (152 mm) on center with sealant ledge to support Lap Sealant.

#### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify County of unsatisfactory preparation before proceeding.

#### 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Do not commence work until all other work trades have completed jobs that require them to traverse the deck on foot or with equipment.
- D. A vapor retarder / temporary roof (Carlisle VapAir Seal 725 TR Air and Vapor Barrier/Temporary Roof or Carlisle VapAir Seal MD Air and Vapor Barrier) may be applied to protect the inside of the structure prior to the roof system installation.
- E. Alternate Manufactures: Proposed equals are subject to substitution process per Section 01 33 00

## 3.3 INSULATION/COVER BOARD PLACEMENT

- A. Install insulation or membrane underlayment in multiple layers over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch (6 mm). Stagger joints both horizontally and vertically if multiple layers are provided.
- B. Secure insulation to the substrate with the required mechanical fasteners or insulation adhesive in accordance with the manufacturer's current application guidelines.
- C. Do not install wet, damaged or warped insulation boards.
- D. Stagger joints in one direction unless joints are to be taped. Install insulation boards snug. Gaps between board joints shall not exceed 1/4 inch (6 mm). Fill all gaps in excess of 1/4 inch (6 mm) with same insulation material.
- E. Wood nailers must be at least 3 1/2 inches (89 mm) wide or 1 inch (25 mm) wider than adjacent metal flange. Thickness must equal that of insulation but not less than 1 inch (25 mm) thickness.

- F. Miter and fill the edges of the insulation boards at ridges, valleys and other changes in plane to prevent open joints or irregular surfaces. Avoid breaking or crushing of the insulation at the corners.
- G. Do not install any more insulation than will be completely waterproofed each day.

## 3.4 INSULATION ATTACHMENT

A. Install insulation layers, maximum 4 feet by 4 feet (1220 mm by 1220 mm), applied with FAST adhesive, or a maximum 4 feet by 8 feet (1220 mm by 2438 mm), applied with Flexible FAST Adhesive, coverage rate as necessary to achieve the specified attachment and uplift rating. Press each board firmly into place after adhesive develops strings when touched, typically 1-1/2 to 2 minutes after adhesive was applied, and roll with a weighted roller. Add temporary weight and use relief cuts to ensure boards are well adhered. Stagger the joints of additional layers by a minimum of 6 inches (152 mm).

## 3.5 MEMBRANE PLACEMENT AND ATTACHMENT (FleeceBACK Fully Adhered)

- A. Position and unroll successive sheets and align to provide for a minimum 3 inch (76 mm) wide splice.
- B. Fold adjacent sheets in half lengthwise to expose an approximate 12 foot (3657 mm) wide substrate area.
- C. Membrane which will have the adjacent sheet spliced over it should be adhered to the substrate first. In this fashion, selvage edge splice area will not be contaminated by setting splice edge into the FAST Adhesive.
- D. Spray or extrude FAST Adhesive onto the substrate and allow to foam up approximately 1/8 inch (3 mm). Wait for the adhesive to achieve "string" when a small object is lifted out of the adhesive.
- E. Place the membrane into adhesive after adhesive develops strings when touched, typically 1-1/2 to 2 minutes after adhesive was applied and roll with a weighted roller. Add temporary weight and use relief cuts to ensure boards are well adhered.
- F. Apply FAST Adhesive to the substrate and continue process described above until all sheets are fully bonded, allowing for necessary splice overlaps at selvage edges. At end laps (along the width of the sheet) membrane shall be butted together which will be overlaid with 6 inch wide Sure-Weld Reinforced Membrane hot air welded along all edges. Pressure-Sensitive Cover strip is not permitted in this situation.

#### 3.6 SEAM WELDING

A. Hot-air weld membrane using an Automatic Hot Air Welding Machine or Hot Air Hand Welder in accordance with the manufacturer's current guidelines. At all splice intersections, roll the seam with a silicone roller to ensure a continuous hot air welded seam.

- B. When utilizing membrane greater than 45-mil thickness, overlay all splice intersections with Sure-Weld T-Joint Cover.
- Probe all seams once the hot air welds have thoroughly cooled (approximately 30 minutes).
- D. Repair all seam deficiencies the same day they are discovered.
- E. Apply Cut Edge Sealant on all cut edges of reinforced membrane (where the scrim reinforcement is exposed) after seam probing is complete. Cut Edge Sealant is not required on vertical splices.

#### 3.7 FLASHING

- A. Flashing of parapets, curbs, expansion joints and other parts of the roof must be performed using Sure-Weld reinforced membrane or prefabricated accessories. Sure-Weld non-reinforced membrane may be used for flashing pipe penetrations, Sealant Pockets, and scuppers, as well as inside and outside corners, when the use of pre-molded or prefabricated accessories is not feasible.
- B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

#### 3.8 WALKWAYS

- A. Install walkways at all traffic concentration points (such as roof hatches, access doors, rooftop ladders, etc.) and all locations as identified by the County Sr. Building Maintenance Worker (1750 L.F.).
- B. Hot-air weld walkway pads to the membrane in accordance with the manufacturer's current application guidelines.

#### 3.9 DURA-BLOCK

Remove and replace all wood and pipe supports with new Dura-Blok by Eaton.

## 3.10 DAILY SEALS

- A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal must be performed to temporarily close the membrane to prevent water infiltration.
- B. Complete an acceptable membrane seal in accordance with the manufacturer's requirements.

#### 3.11 CLEAN UP

A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.

B. Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

## 3.12 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

## **END OF SECTION**

## GENERAL SPECIFICATION SECTION 07 72 00 - ROOFTOP SUPPORT SYSTEMS

#### **PART 1 GENERAL**

#### 1.01 SECTION INCLUDES

A. The work covered by this specification consists of furnishing all labor, equipment, materials and accessories, and performing all operations required for the correct installation of recycled rubber pipe [conduit] supports for mechanical piping [electrical conduit] systems.

## 1.02 REFERENCES

- A. ASTM A653 G90 SS Gr. 33 Specification for Steel Sheet, Zinc Coated (Galvanized) by the Hot Dipped Process
- B. ASTM B633 Specification for Electrodeposited Coatings of Zinc on Iron and Steel
- C. ASTM C531 Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical Resistant Mortars, Grouts, Monolithic Surfaces, and Polymer Concretes
- D. ASTM C642 Test Method for Specific Gravity, Absorption, and Voids in Hardened Concrete
- E. ASTM C672 Test Methods for Scaling Resistance of Concrete Surfaces Exposed to Deicing Chemicals
- F. ASTM D412 Test Methods for Vulcanized Rubber and Thermoplastic Elastomers Tension
- G. ASTM D395 Standard Test Methods for Rubber Property Compression Set
- H. ASTM D573 Test Method for Rubber Deterioration in an Air Oven
- I. ASTM D746 Test Method for Brittleness Temperature of Plastics and Elastomers by Impact
- J. ASTM D2240 Test Method for Rubber Property Durometer Hardness
- K. NFPA 70 National Electrical Code

## 1.03 QUALITY ASSURANCE

- A. Rubber / steel pipe supports shall be manufactured under a strict quality control program assuring quality product delivered to the jobsite. Pipe supports that are damaged shall not be installed.
- B. Workmanship: All pipe [conduit] supports to be installed by a qualified contractor and installed in accordance with manufacturer's recommendations.
  - 1. All work shall comply with all applicable federal, state, and local codes and laws having jurisdiction.
  - 2. All work shall conform to accepted industry and trade standards for pipe support [conduit] installations.

#### PART 2 PRODUCTS

#### 2.01 ACCEPTABLE MANUFACTURERS

A. Manufacturer: Subject to compliance with these specifications, pipe support systems shall be Dura-Blok<sup>™</sup> design as supplied by Cooper B-Line, Inc. [or County approved equal].

#### 2.02 MATERIALS

- A. Curb base must be made of 100% recycled rubber and polyurethane prepolymer with a uniform load capacity of 500 pounds per linear foot of support\*. In addition, each base to have a reflective red stripe.(\*See 3.01(C))
- B. Dimensions: 6-inches wide by [4] [5.0] [6.75] inches tall by [9.6] [20.2] [30.8] [41.4] [52.0] inches long.
- C. Steel frame: Steel, strut galvanized per ASTM A653 or strut galvanized per ASTM A653 for bridge series.
- D. Attaching hardware: Zinc-plated threaded rod, nuts and attaching hardware per ASTM B633.
- E. Any products claiming to be a similar, like, or equal must demonstrate (meet or exceed) the same physical and performance characteristics as specified below:
  - 1. Density: 0.52 oz/cu in ASTM D575
  - 2. Durometer Hardness:  $67.2A \pm 1$  ASTM D575

3. Tensile Strength: 231 psi minimum ASTM D575

4. Compression Deformation: 5% at 70psi and 72°F ASTM D395

5. Brittleness at Low Temp: -50°F ASTM D746

6. Weathering: 70 hours at 120°F ASTM D573

a. Hardness retained: 100% ( $\pm 5\%$ )

b. Compressive strength: 100% (±5%)

c. Tensile strength:  $100\% (\pm 5\%)$ 

d. Elongation retained:  $100\% (\pm 5\%)$ 

#### 2.03 TYPE OF ROOFTOP SUPPORTS

- A. Rubber block supports Dura-Blok<sup>TM</sup> model # [DBP] [DMB] base dimensions: 6-inch wide by 4-inch tall by [9.6] [4.8]-inch length. Accessories are fastened directly into rubber material with weather resistant type 12 lag screws.
- B. Continuous block channel supports Dura-Blok<sup>TM</sup> DB-Series or DB6-Series: Dimensions 6-inch wide by [5.0] [6.5]-inch tall by [9.6] [20.2] [30.8] [41.4] [52.0]-inch length. Assembly has 1" gaps between blocks for free flow of water. Standard strut accessories can be used for attachment.
- C. Bridge channel supports Dura-Blok™ DB10-Series; Dimensions 6-inch wide by 55/8-inch tall by [28.0] [36.0] [42.0] [50.0] [60.0]-inch length. Standard strut accessories can be used for attachment.
- D. Extendible height support Dura-Blok™ model DBE 10-[8][12][16], height to suit application: 8-inch, 12-inch or 16-inch (200 pound maximum load). Base to be 9.6 inches in length or otherwise specified sizes available. Heavier loads, may require CLDP load distribution plate.
- E. Roller supports—Dura-Blok™ DBR10 Series & DBR Series: DBR10 Series is sized for pipe up to 31/2 inches, with vertical adjustment up to 12 inches. DBR Series is sized for [2-31/2] [4-6] [8-10] [12-14] [16-20]-inch pipe sizes.
- F. Elevated single pipe supports—Dura-Blok™ DBM Series: [Copper] or [Steel] pipe sizes [1/2] [3/4] [1] [11/4][11/2] [2]-inch.

## **PART 3 EXECUTION**

## 3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions and recommendations.
- B. If gravel top roof, gravel must be removed around and under pipe support.
- C. Always consult roofing manufacturer for roof membrane compression capacities. If necessary, a compatible sheet of roofing material (rubber pad) may be installed under rooftop support to disperse concentrated loads and add further membrane protection.
- D. Gas pipe spacing subject to local gas authorities.
- E. Use properly sized clamps to suit pipe [conduit] sizes.

## **END OF SECTION**

## GENERAL SPECIFICATIONS SECTION 01 30 00 - SUBMITTALS

## PART 1 GENERAL

## 1.01 SUMMARY

- A. This section describes general requirements for submittals for the Work:
  - 1. Procedures
  - 2. Schedule of Shop Drawing and Sample Submittals
  - 3. Safety Plan
  - 4. Progress Schedule
  - 5. Product Data
  - 6. Shop drawings
  - 7. Samples
  - 8. Quality Control Submittals
    - a. Design Data
    - b. Test Reports
    - c. Certificates
    - d. Manufacturers' Instructions
  - 9. Machine Inventory Sheets
  - 10. Operations and Maintenance Manuals
  - 11. Project Record Documents

#### 1.02 PROCEDURES

- A. Submit three (3) identical copies of Schedule of Shop Drawing and Sample Submittals, Safety Plans, Progress Schedule, Product Data, Samples, Quality Control Data, Machine Inventory Sheets, Application/Installation Instructions, Service or Operations and Maintenance Manuals, and Project Record Documents required by the Contract Documents. One (1) copy will be returned for your records and use. If you require more than one returned copy, you must submit additional copies equal to the number you require.
- B. Package each Submittal individually and appropriately for transmittal and handling. Place a permanent label or title block on each submittal for identification, including the following information:

Submittals Section 01 30 00 Page 1

- 1. Space (approximately 6 by 8 inches) on label or beside title block to record Contractor's review and approval markings and action taken by Project Manager.
- 2. Name of firm or entity that prepared each submittal.
- 3. Project name.
- 4. Date.
- 5. Name and address of Contractor.
- 6. Name and address of Subcontractor.
- 7. Name and address of supplier.
- 8. Name of manufacturer.
- 9. Number and title of appropriate Specification Section.
- 10. Drawing number and detail references, as appropriate.
- 11. Submittal number or other unique identifier, including revision identifier.
  - a. Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g. 06100.01).
  - b. Resubmittals shall include an alphabetic suffix after another decimal point (e.g. 06100.01.A).
- 12. Location(s) where product is to be installed, as appropriate.
- 13. Other necessary identification.
- C. Where manufacturers' standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to the Work.
- D. Submit Shop Drawings, Samples, Product Data and other submittals (collectively, "Submittals") to Project Manager for review and action in accordance with the accepted Schedule of Submittals. If no such schedule is agreed upon, then all Submittals shall be submitted to Project Manager within ten (10) calendar days after receipt of Notice of Award or execution of the Contract, whichever is earlier.
- E. The data shown on all Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show Project Manager the materials and equipment Contractor proposes to provide, and to enable Project Manager to review the information for the limited purposes specified below. Samples shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as Project Manager may require to enable Project Manager to review the submittal.
- F. At the time of each submission, Contractor shall give Project Manager specific written notice of all variations, if any, that the Submittal may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication separate from the Submittal. In addition, Contractor shall cause a specific notation (such as highlighting or encircling) to be made on each Submittal submitted to Project Manager for review and approval of each such variation. If any variation would require a change in the Contract Time or Contract Price, then Contractor must submit a Change Order request.

- G. Contractor shall use for construction only final submittals stamped by C as "No Exceptions Taken" or "Reviewed with Exceptions as Noted."
- H. Submittal coordination and approval is the responsibility of Contractor; this responsibility shall not be delegated in whole or in part to Subcontractors, Subconsultants or suppliers. Project Manager will return Submittals, without review, that are received from sources other than Contractor or that do not bear Contractor's approval stamp or written signature. Before submitting each Submittal, Contractor shall review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents, and shall mark each submittal with Contractor's approval stamp or written signature certifying that Contractor has verified the following:
  - 1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
  - 2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and
  - 3. All information relative to Contractor's sole responsibilities of design and means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
- I. Contractor's submission to the Project Manager of a Submittal will constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above, with respect to Contractor's review and approval of that Submittal.
- J. Designation of work "by others", if shown in Submittals prepared by a Subcontractor, Subconsultant or supplier, shall mean that work will be responsibility of Contractor rather than the Subcontractor, Subconsultant or supplier who has prepared submittals.
- K. After review by Project Manager of each of Contractor's Submittals, one copy of the submittal will be returned to Contractor marked "No Exceptions Taken," "Reviewed with Exceptions as Noted," "Revise and Resubmit," "Submit Specified Item" or "Rejected."
  - 1. Final Unrestricted Release: Where the submittal is marked "No Exceptions Taken," the Work covered by the submittal may proceed provided it complies with the Contract Documents. Final Acceptance will depend on that compliance.
  - 2. Final-but-Restricted Release: Where the submittal is marked "Reviewed with Exceptions as Noted," the Work covered by the submittal may proceed provided it complies with Project Manager's notations and corrections on the submittal and the Contract Documents. Final Acceptance will depend on that compliance.

- 3. Returned for Resubmittal: Where the submittal is marked "Revise and Resubmit," do not proceed with the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity for the product submitted. Revise or prepare a new submittal according to Project Manager's notations and corrections.
- 4. Rejected: Where the submittal is marked "Rejected," do not proceed with the Work covered by the submittal. Prepare a new submittal for a product that complies with the Contract Documents.
- 5. Incomplete: Where the submittal is marked "Submit Specified Item," do not proceed with the Work covered by the submittal. Prepare additional information requested, or required by the Contract Documents, that indicates compliance with requirements.
- L. It is considered reasonable that Contractor shall make a complete and acceptable Submittal at least by its second submission for each Submittal. County reserves the right to deduct monies from payments due Contractor to cover additional costs of review by Project Manager beyond the second submission. Illegible Submittals will be rejected and returned to Contractor for resubmission. Resubmittals shall be in the same form and number of copies as initial Submittals, with the following additional information:
  - 1. Date and content of previous submittal.
  - 2. Date and content of revision in label or title block. Clearly indicate extent of revision.

Resubmit Submittals until they are marked "No Exceptions Taken" or "Reviewed with Exceptions as Noted."

M. Favorable review will not constitute acceptance by County of any responsibility for the accuracy, coordination and completeness of the Submittals. coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to backcheck comments, corrections, and modifications from County's review before proceeding with the Work that is the subject of the Submittals. Submittals may be prepared by Contractor, Subcontractors, Subconsultants, or suppliers, but Contractor shall ascertain that Submittals meet all requirements of the Contract Documents, while conforming to structural space and access conditions at the point of installation. Project Manager's review will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the requirements of the Contract Documents and be compatible with the design concept of the completed Work as a functioning whole as required by the Contract Documents. Favorable review of a Submittal, method of work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as an assumption of risk or liability by County, or any officer or employee thereof, and Contractor shall have no claim under Contract on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work

Submittals Section 01 30 00 Page 4

or material and equipment so reviewed. Favorable review shall be considered to mean merely that County has no objection to Contractor using, upon his own full responsibility, the plan or method of work proposed, or furnishing the materials and equipment proposed.

- N. Project Manager's review will not extend to the means, methods, techniques, sequences or procedures of design or construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Project Manager may, with the consent of County, decline to review Submittals, in which event the Submittals will be returned to Contractor. There is no obligation running to Contractor on the part of County, Project Manager, Construction Manager, or anyone acting for any of them to act upon Contractor's Submittals, and action upon them does not give rise to liability of any type to the Contractor.
- O. Submit a complete initial Submittal for those items where required by individual Specification sections. The complete submittal shall contain sufficient data to demonstrate that items comply with the Contract Documents, shall meet minimum requirements for submissions cited in the technical specifications, shall include motor data and seismic anchorage certifications, where required, and shall include other necessary revisions required for equipment. If Contractor submits an incomplete initial Submittal, the Submittal may be returned to Contractor without review.
- P. It shall be Contractor's responsibility to copy, conform and distribute reviewed Submittals in sufficient numbers for Contractor's files, Subcontractors, Subconsultants, manufacturers, suppliers, fabricators, installers, vendors, authorities having jurisdiction, and others as necessary for performance of the Work.
- Q. After Project Manager's review of a Submittal, revise and resubmit as required. Identify changes made since previous Submittal.
  - 1. Begin no fabrication or work which requires Submittals until return of Submittals not requiring resubmittal.
  - 2. Normally, Submittals and Resubmittals will be processed and returned to Contractor within ten (10) calendar days of receipt.
- 1.03 CONTRACTOR'S USE OF ARCHITECT OR ENGINEER'S CAD FILES. At Contractor's written request, copies of Architect or Engineer's CAD files will be provided to Contractor for Contractor's use in connection with the Work, subject to the following conditions:
  - (i) Contractor shall reimburse provider three hundred dollars (\$300) for each file requested.
  - (ii) Only major site/floor/ceiling/roof plans, or building elevations/sections will be provided. Wall section, details, schedules will not be provided.
  - (iii) Title blocks will be removed from the file.

- (iv) Notes and dimensions may be removed from the file.
- (v) Compliance of the requests for consultant files is at the discretion of the consultant.
- (vi) The following disclaimer will be added to the file:

## DISCLAIMER AND INDEMNIFICATION AGREEMENT FOR

## COMPUTER-BASED INFORMATION

The attached computer based information for the \_\_project is provided to (The User) as a courtesy for their sole convenience. The User recognizes that computer based information is easily changeable, that changes are difficult to detect and that use or conversion of the information provided may introduce errors, inaccuracies or anomalies that Architect and/or Engineer and their consultants can neither predict nor control. The delivery of this electronic data does not constitute the delivery of the professional work product of the Architect and/or Engineer, and Architect and/or Engineer shall not be responsible for any modifications made to the electronic files or any products derived from the electronic files that are not prepared by us.

By accepting and utilizing this electronic data in lieu of the corresponding drawings and specifications prepared by Architect and/or Engineer, the User agrees that such data is an instrument of service of Architect and/or Engineer, who shall be deemed to be the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights. The User, by accepting the electronic files, agrees to assume all risk and liabilities associated with the use of the information provided by Architect and/or Engineer and understands that Architect and/or Engineer makes no claim or warranty as to the suitability or usefulness of the information for any purpose. The User also agrees, to the fullest extent permitted by law, to hold harmless and indemnify Architect and/or Engineer from and against any and all claims, liabilities, losses, damages and costs, including but not limited to attorney's fees, arising from or in connection with the use, misuse, modification, or misinterpretation of the electronic data provided by Architect and/or Engineer. Use of the attached computer based information indicates acceptance and constitutes agreement to abide by the terms and conditions of this agreement.

#### 1.04 SAFETY PLAN

- A. Submit two (2) copies of a Safety Plan specific to the Work to Project Manager prior to the start of Work.
- B. One (1) copy of the accepted Safety Plan will be returned to Contractor.
- C. No on-site work shall be started until Safety Plan has been reviewed and accepted by Project Manager. Acceptance of the Safety Plan shall not affect Contractor's responsibility for maintaining a safe working place and instituting safety programs in connection with the Work. Neither County nor Project Manager assumes any responsibility for Contractor's safety related obligations. Contractor shall have sole responsibility for safety on and off the Site.

#### 1.05 PROGRESS SCHEDULE

#### **NOT USED**

#### 1.06 PRODUCT DATA

- A. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation. and reference standards.
- B. Tabulate products by specification section number.
- C. Supplemental Data:
  - 1. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to the Work.
  - 2. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Manufacturer's catalog cuts.
    - e. Compliance with specified referenced standards.
    - f. Testing by recognized testing agency.

#### 1.07 SHOP DRAWINGS

- A. Minimum Sheet Size: 8-1/2 inches by 11 inches. All others: Multiples of 8-1/2 inches by 11 inches, 30 inches by 48 inches maximum.
- B. For 8-1/2 inch by 11 inch and 11 inch by 17 inch sheets, submit the number of copies that Contractor requires, plus four (4) copies that will be retained by the Project Manager.
- C. For 17 inch by 22 inch through 30 inch by 48 inch sheets, submit 1 reproducible transparency and four (4) prints. After review, reproduce and distribute.
- D. The original sheet or reproducible transparency will be marked with Project Manager's review comments and returned to Contractor.
- E. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.
- F. Include manufacturers' installation instructions when required by Specification section.

- G. Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
  - Dimensions.
  - Identification of products.
  - 3. Fabrication and installation drawings.
  - 4. Roughing in and setting diagrams.
  - Wiring diagrams showing field installed wiring, including power, signal, and control wiring.
  - Shopwork manufacturing instructions.
  - 7. Templates and patterns.
  - Schedules.
  - 9. Notation of coordination requirements.
  - 10. Notation of dimensions established by field measurement.
  - 11. Relationship to adjoining construction clearly indicated.
  - 12. Seal and signature of professional engineer if specified.
  - 13. Wiring Diagrams: Differentiate between manufacturer installed and field-installed wiring.

#### 1.08 SAMPLES

- A. Submit full range of manufacturers' standard colors, textures, and patterns for the Project Manager's selection.
- B. Submit samples to illustrate functional and aesthetic characteristics of each product, with integral parts and attachment devices. Coordinate Submittal of different categories for interfacing work. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
- C. Include identification on each sample, giving full information.
- D. Sizes: Unless otherwise specified, provide the following:
  - 1. Paint Chips: Manufacturers' standard
  - 2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square
  - 3. Linear Products: Minimum 6 inches, maximum 12 inches long
  - 4. Bulk Products: Minimum 1 pint, maximum 1 gallon
- E. Full size samples may be used in the Work upon approval. Maintain sets of approved Samples at the Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- F. Mock-ups:

- 1. Erect field samples and mock-ups at the Project Site in accordance with the requirements of Specification sections.
- 2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by Project Manager.
- 3. Approved field samples and mock-ups may be used in the Work upon approval.

## 1.09 QUALITY CONTROL SUBMITTALS

- A. Design Data: three (3) copies. One (1) copy will be marked with Project Manager's review comments and returned to Contractor.
  - 1. Indicate that the design data conforms to or exceeds the requirements of the Contract Documents.
  - 2. Submit supporting reference data, affidavits, and certifications as appropriate.
  - 3. Identify conflicts with test reports, certificates, manufacturer's instructions or specific aspect(s) of the Contract Documents.
- B. Test Reports: three (3) copies. One (1) copy will be marked with Project Manager's review comments and returned to Contractor.
  - 1. Indicate that the material or product conforms to or exceeds specified requirements.
  - 2. Reports may be from recent or previous tests on material or product, but must be acceptable to Project Manager. Comply with requirements of each individual Specification.
- C. Certificates: three (3) copies. One (1) copy will be marked with Project Manager's review comments and returned to Contractor.
  - 1. Indicate that the material or product conforms to or exceeds specified requirements.
  - 2. Submit supporting reference data, affidavits, and certifications as appropriate.
  - 3. Certificates may be recent or from previous test results on material or product, but must be acceptable to Project Manager.
- D. Manufacturers' Instructions: three (3) copies. One (1) copy will be marked with Project Manager's review comments and returned to Contractor.
  - Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
  - 2. Identify conflicts between manufacturers' instructions and Contract Documents.

## 1.10 INFORMATIONAL SUBMITTALS

A. Prepare and submit Informational Submittals required by other Specification Sections.

- 1. Number of Copies: Submit three copies of each submittal, unless otherwise indicated.
- 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- 3. Test and Inspection Reports: Comply with requirements specified in this section.
- B. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR). Include names of firms and personnel certified.
- C. Installer Certificates: Installer shall certify that installation has been made in compliance with manufacturer's installation requirements and the Contract Documents.
- D. Manufacturer Certificates: When required, Contractor shall provide written statements on manufacturer's letterhead certifying that the installation and equipment or materials comply with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- E. Product Certificates: Contractor shall submit written certification that product complies with requirements in the Contract Documents.
- F. Material Certificates: Contractor shall submit written certification that material complies with requirements in the Contract Documents.
- G. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- H. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- I. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- J. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

- K. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- L. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- M. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment.
- N. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- O. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Provide all of manufacturers' application/installation instructions to Project Manager at least ten (10) days prior to first material application or installation of the item. Include name of product and name, address, and telephone number of manufacturer.
- P. Manufacturer's Field Reports: Prepare written information documenting factoryauthorized service representative's tests and inspections. Include the following, as applicable:
  - 1. Statement on condition of substrates and their acceptability for installation of product.
  - 2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.

## 1.11 OPERATIONS AND MAINTENANCE MANUALS

A. Prior to making application for Final Payment, submit three (3) copies of manufacturers' operations and maintenance manuals. If necessary, all copies will be marked with County's review comments and returned to Contractor for correction until satisfactory information is provided. County will retain satisfactorily corrected manuals for its own use.

- B. Operations and maintenance manuals shall include the following as appropriate:
  - 1. Operating instructions
  - 2. Preventive maintenance instructions
  - 3. Cleaning instructions
  - 4. Safety precautions
  - 5. Recommended levels of spare parts and supplies to keep on hand
  - 6. Manufacturers' service and maintenance technical manuals
  - 7. Names, addresses and telephone numbers of service and repair firms for the equipment
- C. Manuals shall be the same as are used by manufacturers' authorized technicians to completely service and repair the equipment.

#### 1.12 COMPUTER PROGRAMS

When any equipment requires operation by computer programs, submit a copy of the program on appropriate diskette plus all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Programs must be Windows XP compatible, or in a form otherwise acceptable to the County. Provide required licenses to County at no additional cost.

#### 1.13 PROJECT RECORD DOCUMENTS

Submit one copy of each of the Project Record Documents.

#### 1.14 DELAY OF SUBMITTALS

Delay of Submittals by Contractor is considered avoidable delay. Damages incurred because of late Submittals will be assessed to Contractor.

#### PART 2 - PRODUCTS

Not applicable.

#### **PART 3 - EXECUTION**

Not applicable.

**END OF SECTION** 

# **Board of Supervisors Agenda Item Report**

Submitting Department: Board of Supervisors Meeting Date: April 11, 2023

#### **SUBJECT**

Review and possible approval of the March 28, 2023 Board of Supervisors Meeting Minutes.

#### Recommendation:

Approval.

#### 4/5 vote required:

No

#### **Distribution Instructions:**

File

#### **ATTACHMENTS**

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## **Board of Supervisors Agenda Item Report**

Submitting Department: Planning Meeting Date: April 11, 2023

#### **SUBJECT**

Planning Department – Consideration of the Planning Commission's recommendation to approve Zoning Ordinance Amendment (ZOA-22;12-3) regarding a proposed amendment to County Code Chapter 19.48.140 to establish regulations for detached room units to be used as overnight lodging for wineries.

#### Recommendation:

Following the public hearing, the Board may approve, deny, or make recommendation to modify the proposed ordinance amendment to the County Code Chapter 19.48.140. If the Board moves to approve the amendment, the findings in the staff report are recommended for inclusion in the action.

#### 4/5 vote required:

No

#### **Distribution Instructions:**

Planning, Building, Environmental Health, Public Works

#### **ATTACHMENTS**

- Staff Report on DRUs.04-11-23 BOS.rtf
- Proposed Ordinance.04-11-23.pdf
- PC Minutes excerpt.03-14-23.DRUs.pdf
- ITEM 4 DRUs 03-14-23.PC.pdf

STAFF REPORT TO: AMADOR COUNTY BOARD OF SUPERVISORS

FOR MEETING OF: APRIL 11, 2023

Planning Department – Consideration of the Planning Commission's recommendation to approve Zoning Ordinance Amendment (ZOA-22;12-3) regarding a proposed amendment to County Code Chapter 19.48.140 to establish regulations for detached room units to be used as overnight lodging for wineries.

**Applicant:** County of Amador **Supervisorial Districts:** All

**Location:** The ordinance would apply to the unincorporated portions of the county

which meet the guidelines described in the ordinance

**BACKGROUND:** The Board of Supervisors adopted a Resolution of Intention in November, 2022, directing staff and the Planning Commission to prepare an ordinance that would allow "Detached Room Units" to be permitted in a manner similar to traditional Bed & Breakfast Inns. The proposed ordinance amendment would allow Detached Room Units as an alternative to a single-family dwelling being used as a bed and breakfast inn with the following limitations:

- 1) Detached room units will require a Conditional Use Permit from the Planning Commission;
- 2) The parcel will include an existing licensed and bonded winery;
- 3) The detached room units will be placed within a one-acre area;
- 4) The minimum parcel size will be 20 acres;
- 5) The minimum property line setback will be 100 feet;
- 6) Only short-term lodging shall be provided;
- 7) Only breakfast shall be served and service shall be restricted to guests only, not the general public.
- 8) A minimum of one off-street parking space shall be provided for each unit;
- 9) The owner or manager shall be required to occupy the property in a primary or accessory dwelling unit;
- 10) Detached room units shall be required to comply with the Amador County building code and environmental health department requirements;
- 11) A maximum of five (5) detached room units up to 350 square feet each shall be allowed for short-term rental on any parcel.

PRIOR COMMITTEE REVIEW: The project was initially brought forward during the Amador County Land Use Committee on August 25, 2022 meeting, where it recommended to adopt a Resolution of Intention to amend County Code Title 19, Zoning. The Resolution of Intent was brought in front of the Board of Supervisors date November 8, 2022, where it was unanimously adopted to direct staff and the Planning Commission to begin proceedings necessary to amend County Code Chapter 19, Zoning. The ordinance revisions were reviewed by the Amador County Technical Advisory Committee during its December 15, 2022 and February 2, 2023 meetings. TAC has no technical objections to approval of the Zoning Ordinance Amendment subject to the findings included in the staff report.

PLANNING COMMISSION ACTION: Following a public hearing on March 14, 2023, the Planning Commission recommended approval of the zoning ordinance amendment to establish regulations for detached room units to be used as overnight lodging for wineries, subject to the findings, below. Per Government Code 65855, the Commission's reason for the recommendation is that the project creates another option for the development of overnight lodging for wineries, and it promotes agritourism in the region. The Commission also finds that the project is compatible with the general plan in that it supports general plan land use policy 1.5 of encouraging the continued viability of agricultural production in the County's agricultural areas by increasing compatible land uses.

**RECOMMENDED BOARD ACTION:** Following the public hearing, the Board may approve, deny, or make recommendation to modify the proposed ordinance amendment to the County Code Chapter 19.48.140. If the Board moves to approve the amendment, the findings below are recommended for inclusion in the action.

**RECOMMENDED FINDINGS:** If the Board moves to approve amendments to County Code Chapter 19.48.140, the following findings are recommended for adoption:

- 1. The adoption of amended Chapter 19.48.140 is Categorically Exempt from the California Environmental Quality Act per Sections 15061(b)(3), 15307, and 15308 of the CEQA Guidelines.
- 2. Projects under Section 15061(b)(3) are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 15307 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment.

Section 15307 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

Following the Board of Supervisors adoption of the proposed ordinance amendment, a Notice of Exemption will filed with the County Recorder.

ORDINANCE NO	
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# ORDINANCE AMENDING CHAPTER 19.48.140, BED AND BREAKFAST INNS, TO ESTABLISH REGULATIONS FOR DETACHED ROOM UNITS.

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

#### **SECTION I.** Legislative findings.

- 1. Detached room units are intended to be used in a manner similar to, but not simultaneously on the same parcel with, traditional bed and breakfast inns.
- 2. Detached room units would be conditionally permitted only on parcels with appropriately licensed and bonded wineries.
- 3. Detached room units would further be conditionally permitted on parcels 20 acres or larger with minimum property line setbacks of 100 feet.

**SECTION II.** County Code Chapter 19.48.140, Bed and Breakfast Inns, is hereby amended by adding the following language:

C. As an alternative to a single-family dwelling being used as a bed and breakfast inn, an applicant may request a use permit for detached room units to be used as short term lodging. The following regulations shall be applied as minimum conditions of approval in all cases when a use permit has been issued for detached room units:

- 1) Detached room units will require a Conditional Use Permit from the Planning Commission;
- 2) The parcel will include an existing licensed and bonded winery;
- 3) The detached room units will be placed within a one-acre area;
- 4) The minimum parcel size will be 20 acres;
- 5) The minimum property line setback will be 100 feet;
- 6) Only short-term lodging shall be provided;
- 7) Only breakfast shall be served and service shall be restricted to guests only, not the general public.
- 8) A minimum of one off-street parking space shall be provided for each unit;
- 9) The owner or manager shall be required to occupy the property in a primary or accessory dwelling unit:
- 10) Detached room units shall be required to comply with the Amador County building code and environmental health department requirements;
- 11) A maximum of five (5) detached room units up to 350 square feet each shall be allowed for short-term rental on any parcel.

**SECTION III.** A summary of this ordinance shall be published within fifteen days after the date hereof in a newspaper of general circulation printed and published in the County of Amador, State of California, and shall become effective thirty days after the date hereof.

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the
County of Amador at a regular meeting thereof, held on theday of
2023, by the following vote:

AYES:		
NOES:		
ABSENT:		
	Chairman, Board of Supervisors	——i
ATTEST:		
JENNIFER BURNS, Clerk of the Board of Supervisors, Amador County, California		
:		
Deputy		

Item 4 - Request for Zoning Ordinance Amendment (ZOA-22;12-3). Discussion and possible recommendation to the Board of Supervisors regarding a proposed amendment to County Code Chapter 19.48.140 to establish regulations for detached room units to be used as overnight lodging for wineries.

Applicant: County of Amador Supervisorial Districts: All

Location: The ordinance would apply to the unincorporated portions of the county which

meets the guidelines described in the ordinance.

Mr. Bratan shared the Staff Report which is hereby incorporated by reference into these minutes as though set forth in full.

Chair Wardall opened the public hearing and asked if there was public comment.

Come Lague addressed the Commission and noted that he brought the concept of detached room units to the County's attention and added that his winery guests often ask if there are overnight lodging options in the Shenandoah Valley. The detached room units would allow him to accommodate overnight winery guests. The units would be constructed per the building code in two modular sections and assembled on site.

Chair Wardall asked staff how noise complaints would be addressed.

Mr. Bratan responded that the Sheriff's office has authority to investigate noise complaints which could result in a citation. Mr. Beatty added that wineries currently have a 10pm quiet time, and the 100-foot setback would help reduce impacts to adjoining properties.

Commissioner Bennett commented that this proposal could make it easier for tourists that want to visit Amador County and then travel to other destinations without having to find overnight lodging elsewhere. He added that

Caryl Callsen, District 3 resident and Foothill Conservancy board member, asked if short term rental had a specific definition or time limit.

Mr. Beatty replied that short term rental is 30 days or less.

Ms. Callsen stated that in traditional bed & breakfast inns, all rooms are confined to a single dwelling which fits into a residential setting whereas the detached units are like separate motel rooms that will occupy more land. As more wineries opt for detached units, the Shenandoah Valley will become a commercial hotel area which will add to traffic and noise problems that the community is trying avoid.

Commissioner Bennett commented that allowing each winery to apply for this use means equal protection under the law.

Mr. Beatty noted that a conditional use permit would be required for this use, as do traditional bed and breakfast inns. The ordinance is written so that an applicant can apply for either, but not both.

**MOTION:** It was moved by Commissioner Curtis, seconded by Commissioner Munnerlyn, and unanimously carried to close the public hearing.

Commissioner Munnerlyn stated that she had a couple of concerns. The use of five units at 350 square feet each would occupy a lot of space and suggested that three detached units might be more acceptable. She added that the proposed ordinance does not address whether or not the units can have kitchen, and that a previous version of the ordinance allowed for a sixth unit for an on-site manager.

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Mr. Beatty responded that the proposed ordinance is written to allow the same number of rooms that can be rented in a traditional bed and breakfast inn, and added that if a separate unit with a kitchen is provided for an on-site manager, then that unit is the accessory dwelling unit for the parcel.

Commissioner Curtis asked if the accessory dwelling unit had to be larger than 350 square feet.

Mr. Beatty responded that the minimum size for a detached dwelling is 360 square feet.

Commissioner Munnerlyn asked how the kitchen is permitted.

Mr. Beatty responded that the kitchen would be required to have a food facility permit from the Environmental Health Department.

Commissioner Curtis noted that allowing overnight lodging could reduce traffic if those vehicles aren't making multiple trips into and out of the Shenandoah Valley.

Commissioner Munnerlyn asked if parcels that didn't meet the ordinance requirements could apply for a use permit. Mr. Beatty responded that they could apply for a traditional bed and breakfast inn use permit.

Chair Wardall asked if the Commission needed to address CEQA issues with the proposed ordinance.

Mr. Spitzer stated that the recommended exemptions are included in the staff report.

**MOTION:** It was moved by Commissioner Gonsalves, seconded by Commissioner Bennett, and unanimously carried to find the Categorical Exemptions as the appropriate environmental documents and recommended approval of the zoning ordinance amendment to the Board of Supervisors.

Mr. Spitzer asked that the Commission also consider the additional recommendations pertaining to Government Code section 65885 which requires the Commission to include the reasons for the recommendation and the relationship of the proposed ordinance to the general plan.

MOTION: It was moved by Commissioner Munnerlyn, seconded by Commissioner Curtis, and unanimously carried to note that the reasons for the Planning Commission's recommendation to approve the proposed ordinance are that the project creates another option for the development of overnight lodging for wineries and it promotes agritourism in the region, and the project is compatible with the general plan in that it supports general plan land use policy 1.5 of encouraging the continued viability of agricultural production in the County's agricultural areas by increasing compatible land uses.

Mr. Bratan stated that the Planning Commission has recommended approved Zoning Ordinance Amendment #22;12-3 to the Board of Supervisors, and that a public hearing would be scheduled with the Board at a later date.

**MOTION:** It was moved by Commissioner Gonsalves, seconded by Commissioner Curtis and unanimously carried to adjourn the meeting until the next regularly scheduled meeting on April 11, 2023.

Dave Wardall, Chair Amador County Planning Commission STAFF REPORT TO: AMADOR COUNTY PLANNING COMMISSION

FOR MEETING OF: MARCH 14, 2023

Item 4 - Zoning ordinance amendment (ZOA-22;12-3). Discussion and possible recommendation to the Board of Supervisors regarding a proposed amendment to County Code Chapter 19.48.140 to establish regulations for detached room units to be used as overnight lodging for wineries.

Applicant: County of Amador Supervisorial Districts: All

**Location:** The ordinance would apply to the unincorporated portions of the county

which meet the guidelines described in the ordinance

**BACKGROUND:** The Board of Supervisors recently adopted a Resolution of Intention directing staff and the Planning Commission to prepare an ordinance that would allow "Detached Room Units" to be permitted in a manner similar to traditional Bed & Breakfast Inns. The proposal was generally accepted as a positive alternative for overnight lodging in certain circumstances, and the proposal was returned to the Land Use Committee and Technical Advisory Committee for specifics related to parcel size, building setbacks, and a limited scope of locations.

The proposed ordinance amendment would allow Detached Room Units as an alternative to a single-family dwelling being used as a bed and breakfast inn with the following limitations:

- 1) Detached room units will require a Conditional Use Permit from the Planning Commission:
- 2) The parcel will include an existing licensed and bonded winery;
- 3) The detached room units will be placed within a one-acre area;
- 4) The minimum parcel size will be 20 acres;
- 5) The minimum property line setback will be 100 feet;
- 6) Only short-term lodging shall be provided;
- 7) Only breakfast shall be served and service shall be restricted to guests only, not the general public.
- 8) A minimum of one off-street parking space shall be provided for each unit;
- 9) The owner or manager shall be required to occupy the property in a primary or accessory dwelling unit;
- 10) Detached room units shall be required to comply with the Amador County building code and environmental health department requirements;
- 11) A maximum of five (5) detached room units up to 350 square feet each shall be allowed for short-term rental on any parcel.

PRIOR COMMITTEE REVIEW: The project was initially brought forward during the Amador County Land Use Committee on August 25, 2022 meeting, where it recommended to adopt a Resolution of Intention to amend County Code Title 19, Zoning. The Resolution of Intent was brought in front of the Board of Supervisors date September 13, 2022, where it was unanimously adopted to direct staff and the Planning Commission to begin proceedings necessary to amend County Code Chapter 19, Zoning. The ordinance revisions were reviewed by the Amador County Technical Advisory Committee during its December 15, 2022 and February 2, 2023 meetings. TAC has no technical objections to approval of the Zoning Ordinance Amendment subject to the findings included in the staff report.

**PLANNING COMMISSION ACTION:** Following the public hearing, the Planning Commission may make any recommendations regarding the proposed amendment. Any recommendations will be forwarded to the Board of Supervisors for their consideration at a future public hearing. The Planning Commission may then make a recommendation to the Board of Supervisors to approve or deny the amendments as proposed or amended to the County Code Chapter 19.48.140 and a recommendation on the following findings.

**RECOMMENDED FINDINGS:** If the Planning Commission moves to recommend approval of the amendments to County Code Chapter 19.48.140, the following findings are recommended for adoption:

- 1. The adoption of amended Chapter 19.48.140 is Categorically Exempt from the California Environmental Quality Act per Sections 15061(b)(3), 15307, and 15308 of the CEQA Guidelines.
- 2. Projects under Section 15061(b)(3) are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 15307 consists of actions taken by regulatory agencies as authorized by state law or local ordinance to assure the maintenance, restoration, or enhancement of a natural resource where the regulatory process involves procedures for protection of the environment.

Section 15307 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

3. Following the Board of Supervisors adoption of the proposed ordinance amendment, a Notice of Exemption will filed with the County Recorder.

# ORDINANCE AMENDING CHAPTER 19.48.150, BED AND BREAKFAST INNS, TO ESTABLISH REGULATIONS FOR DETACHED ROOM UNITS.

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

**SECTION I.** Legislative findings.

- 1. Detached room units are intended to be used in a manner similar to, but not simultaneously on the same parcel with, traditional bed and breakfast inns.
- 2. Detached room units would be conditionally permitted only on parcels with appropriately licensed and bonded wineries.
- Detached room units would further be conditionally permitted on parcels 20 acres or larger with minimum property line setbacks of 100 feet.

**SECTION II.** County Code Chapter 19.48.1140, Bed and Breakfast Inns, is hereby amended by adding the following language:

C. As an alternative to a single-family dwelling being used as a bed and breakfast inn, an applicant may request a use permit for detached room units to be used as short term lodging. The following regulations shall be applied as minimum conditions of approval in all cases when a use permit has been issued for detached room units:

- 1) Detached room units will require a Conditional Use Permit from the Planning Commission;
- 2) The parcel will include an existing licensed and bonded winery;
- 3) The detached room units will be placed within a one-acre area;
- 4) The minimum parcel size will be 20 acres;
- 5) The minimum property line setback will be 100 feet;
- 6) Only short-term lodging shall be provided;
- 7) Only breakfast shall be served and service shall be restricted to guests only, not the general public.
- 8) A minimum of one off-street parking space shall be provided for each unit;
- 9) The owner or manager shall be required to occupy the property in a primary or accessory dwelling unit:
- 10) Detached room units shall be required to comply with the Amador County building code and environmental health department requirements;
- 11) A maximum of five (5) detached room units up to 350 square feet each shall be allowed for short-term rental on any parcel.

**SECTION III.** A summary of this ordinance shall be published within fifteen days after the date hereof in a newspaper of general circulation printed and published in the County of Amador, State of California, and shall become effective thirty days after the date hereof.

The foregoing ordinance was duly passed and adopted by	the Board of Supervisors of the
County of Amador at a regular meeting thereof, held on the	_day of
2023, by the following vote:	

AYES:		
NOES:		
ABSENT:		
5	Chairman, Board of Supervisors	
ATTEST:		
ATTEST.		
JENNIFER BURNS, Clerk of the Board of Supervisors, Amador County, California		
Deputy		

**Planning Department**: Discussion and possible action relative to a request to amend County Code Title 19, Zoning, to establish regulations for "Detached Room Units" that could be used for overnight lodging similar to traditional bed and breakfasts.

Mr. Chuck Beatty, Planning Director, addressed the Board and advised the Land Use Committee reviewed this proposal at its last meeting. He stated the proposal is to allow Detached Room Units to be used similar to traditional bed and breakfasts.

Chairman Forster advised he and Supervisor Axe (LUC Members) attended the meeting and thought this proposal to be innovative and creative, however, needs further vetting for such things as restriction on size, location and types of businesses that would be allowed to construct these DRU's.

Mr. Come Lague, Owner-Law Mesa Vineyards, addressed the Board and summarized this matter for the Board. He stated he is requesting a use permit to build and operate a bed and breakfast on the west end of his property, which sits downhill from the winery and utility buildings and the closest residence neighbor is 1,000 feet away. He continued by explaining the construction designed consists of five units plus one caretaker unit in close proximity of each other on the area of land that is about 1.25 acres in size. Each detached room unit (DRU) would be approximately 350 square feet in size and consist of only one bedroom and bathroom, and no kitchen. The units would be prefabricated and will be assembled and installed on concrete slabs with power, water and septic hookup and complying with all Amador building codes. He noted the caretaker DRU would be slightly larger at 500 square feet and have small kitchen to prepare breakfast.

Chairman Forster opened the discussion to the public at this time. The following individual wished to speak.

Ms. Jamie Lubenko, District V resident

<u>ACTION</u>: Direction given for this proposal to be sent back to the Land Use Committee for further vetting and discussion relative to the concerns regarding, but not limited to, acreage size, distance to neighboring properties and types of business or properties that would be allowed to construct DRU's (ie., vineyards, ranches, farms etc.); and return to the Board with a recommendation for the Planning Commission.

**Planning Department**: Discussion and possible action relative to consideration of the Land Use Committee's recommendation to adopt a Resolution of Intention to amend County Code Title 19, Zoning, to establish a zoning overlay limiting development densities, structure heights, and incompatible land uses within three miles of Eagle's Next Airport.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

#### 19.08.065 Bed and breakfast inn.

"Bed and breakfast inn" is a lodginghouse providing room and breakfast to guests staying thirty days or less. (Ord. 1256 §2, 1991: Ord. 1055 §§2, 3, 1985; Ord. 1036 §4, 1985).

#### 19.48.140 Bed and breakfast inns.

- A. The following regulations shall be applied as minimum conditions of approval in all cases where a use permit has been issued for a bed and breakfast inn:
- 1. Only short-term lodging shall be provided.
- 2. Only breakfast shall be served and service shall be restricted to guests only, not the general public.
- 3. Adequate parking shall be provided: A minimum of one off-street parking space per guest room plus one space for the owner or manager.
- 4. Owner or manager shall be required to occupy the property.
- 5. Bed and breakfast inns shall be required to comply with the Amador County building code and health department requirements.
- 6. The bed and breakfast inn shall be restricted to one advertising structure (i.e., sign) which may be either freestanding or affixed to the main building.
- On parcels of five acres or more said sign shall not have an advertising surface of one side greater than sixteen square feet. On parcels less than five acres said sign advertising surfaces may, on each side, be illuminated by a single, nonflashing light source not exceeding the equivalent of one-hundred-fifty-watt light bulb aimed directly at the sign and shielded from neighboring properties. On parcels of five acres or more permitted illumination shall be of a nonflashing type, but, without restriction as to wattage unless found to be necessary.
- **7.** Bed and breakfast inns may be approved in an existing dwelling in the following zone districts: R-1, R-2, R-3, RE, A, AG, C-1, C-2, X, R1-A and PD. Due to the fact that an existing residential dwelling in an agricultural, industrial or commercial area may be approved for conversion to a bed and breakfast inn there is a potential for a future conflict in land use. In order that future owners or patrons of bed and breakfast inns in these instances will not eventually attempt to curtail what they believe to be incompatible adjacent land uses, a notice shall be prominently placed on the issued use permit which warns the permittee that the permit was approved with full knowledge of said agricultural, industrial or commercial uses on adjacent or nearby properties.

The following regulations shall be additionally applied as minimum conditions of approval in all cases where the bed and breakfast inn will be permitted to hold commercial weddings:

- 8. The use permit shall contain a maximum number of allowed persons per event.
- 9. A minimum of one on-site parking space per two function guests shall be provided. Said parking area must be maintained in a dust-free manner.
- 10. The inn shall secure written verification from the Amador County Health Department that the sewage disposal facilities are sufficient to serve the maximum allowed number of function guests.
- 11. On-site food preparation must be in conformance with applicable state and local health codes.
- B. Other use permit conditions may be applied to a bed and breakfast operation as conditions of approval, including, but not limited to, days and hours of operation, number of events per year, serving of alcohol and/or food, and playing of music. (Ord. 1256 §8, 1991).

La Mesa Vineyards 13200 Shenandoah Rd Plymouth, CA 95669 650-218-5207

Mr. Chuck Beatty, Planning Director Amador County Planning Department 810 Court Street Jackson, CA 95642

Re: Use Permit for Bed & Breakfast

Dear Mr. Beatty,

I am requesting a use permit to build and operate a bed and breakfast on the west end of our property, see the proposed location as attached. This section of our property sits downhill from our winery and utility buildings and the closest residence neighbor is 1,000 feet away.

I would like to construct the bed and breakfast as 5 separate detached rooms plus one caretaker detached room in close proximity of each other on this area of land that is about 1.25 acres in size. Each detached room unit (DRU) would have a maximum 350 sq feet in size, such as in the attached photos and layout. Note that these DRUs have only a bedroom and bathroom, no kitchen and are not dwelling units. They are prefabricated and will be assembled and installed on concrete slab with power, water and septic hookup, complying with all Amador building codes. The caretaker DRU would be slightly larger 500 sq ft and have a small kitchen to prepare breakfast.

I hope to alleviate the great shortage of bed and breakfast accommodations in Amador for our winery guests.

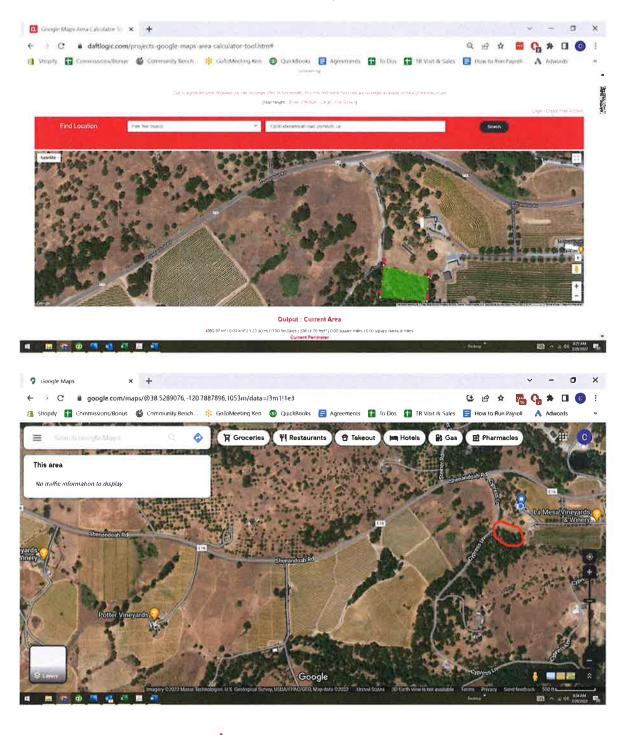
With best regards,

Côme Laguë

Owner – La Mesa Vineyards

650-218-5207

#### Parcel APN 014-140-054-000, 13200 Shenandoah Rd, Plymouth, CA 95669









#### B&B

1 message

Come Lague <come@lamesavineyards.com> Reply-To: Come Lague <come@lamesavineyards.com> To: Chuck Beatty < cbeatty@amadorgov.org >

Fri, Aug 5, 2022 at 8:13 AM

Hi Chuck, I met with Todd and Patrick yesterday to run the tiny room B&B by them.

Todd mentioned that from DBI's perspective he would treat these rooms like an extra "detached room" which he said he has done before. He liked the fact that they are built "ICC Approved" which makes things simple from an engineering review perspective. We'd submit the usual plans - site plan and placement, drawings of the unit, foundation slab, septic, electrical, fire rating spec on the walls/ceiling. Keep in mind my request is to deploy a pre-fabricated unit, but perhaps if you are thinking of amending the code it would also allow the option to make these custom built like stick frame etc.

Patrick said he had no concerns since the construction would be for 5 units or less, that falls under residential standards and his only request was there should be road access to them for a fire truck to get to. The fire trucks have water in them. Certainly, my plan is each of these will have a connection to a gravel road for parking cars and so Patrick's request should be fine.

I'd like to use the language Todd suggested "Detached Room Unit" or DRU as everyone might be more familiar with that. Can you make that change? I have updated my letter request attached.

Thanks,

Côme



Use Permit for Bed & Breakfast La Mesa 7-28-22 (2).pdf

#### California Department of Transportation

OFFICE OF THE DISTRICT 10 PLANNING
P.O. BOX 2048 | STOCKTON, CA 95201
(209) 948-7325 | FAX (209) 948-7164 TTY 711
www.dot.ca.gov





January 26, 2023

Ruslan Bratan, Planner Amador County Planning Department 810 Court Street Jackson, CA 95642 AMA\_ - PM\_\_ County of Amador Zoning Ordinance Amendment (ZOA-22;12-3) County Wide

Mr. Bratan,

Caltrans appreciates the opportunity to review and respond to the Zoning Ordinance Amendment (ZOA-22;12-3) to amend County Code Chapter 19.48.140 to establish regulations for detached room units to be used as overnight lodging for wineries.

The proposed amendment would apply to the entire County, but more specifically to parcels 20-acres or larger with appropriately licensed and bonded wineries in the unincorporated areas.

#### Caltrans at this time has the following comments:

#### **Environmental**

If any construction related activities do encroach into Caltrans Right-of-Way (ROW), the project proponent must apply for an Encroachment Permit to the Caltrans Encroachment Permit Office. All California Environmental Quality Act (CEQA) documentation, with supporting technical studies, must be submitted with the Encroachment Permit Application. These studies will include an analysis of potential impacts to any cultural sites, historic properties, biological resources, hazardous waste locations, scenic highways, and/or other environmental resources within Caltrans ROW, at the project site(s).

#### **Traffic Operations**

We request an opportunity to review proposed projects for any development arising from this action.

Caltrans suggest Amador County Planning Department continue to coordinate and consult with Caltrans to identify and address potential cumulative transportation

Ruslan Bratan January 26, 2023 Page 2

impacts that may occur from this project and other developments near this location. This will assist Caltrans in ensuring that traffic safety and quality standards are maintained for the traveling public on existing and future state transportation facilities.

If any future project activities encroach into Caltrans ROW, the project proponent must submit an application for an Encroachment Permit to the Caltrans District 10 Encroachment Permit Office. Appropriate environmental studies must be submitted with this application. These studies will include an analysis of potential impacts to any cultural sites, biological resources, hazardous waste locations, and/or other resources within Caltrans ROW at the project site(s). For more information, please visit the Caltrans Website at: <a href="https://dot.ca.gov/programs/traffic-operations/ep/applications">https://dot.ca.gov/programs/traffic-operations/ep/applications</a>

If you have any questions or concerns, please contact Paul Bauldry at (209) 670-9488 or by email at paul.bauldry@dot.ca.gov, or me at (209) 483-7234 (email: Gregoria.Ponce@dot.ca.gov).

Sincerely,

Gregoria Ponce', Chief Office of Rural Planning

Gregoria Ponce'



#### Planning Department <planning@amadorgov.org>

## La Mesa /variance request 12/15

marilyn@karmere.com <marilyn@karmere.com> To: planning@amadorgov.org, marilyn@karmere.com

Thu, Dec 15, 2022 at 12:19 PM

Dear Tactical Advisory Committe.

I am opposed to LaMesa request for quest housing on his winery property. The reason for the ordinance is valid and applies to this property especially given its close proximity to his neighbors. I felt your compromise regarding Daniel D'Agosotini was wrong but accepted it. It appears that variance request after variance request, he will get what he wants. This is a pristine agricultural winery area that should not be blemished and over commercialized. Rules are rules! sincerely, Marilyn K Hoopes, Todd Pickens

# **Board of Supervisors Agenda Item Report**

Submitting Department: Planning Meeting Date: April 11, 2023

#### **SUBJECT**

Consideration of the Planning Commission's recommendation to approve a Variance (V-23;2-1) from the rear and side yard setback requirement, to allow construction of a new metal building. The request is for a reduction from the required rear setback of 15' to 2' and the required side setback of 5' to 2' for APN: 033-520-017.

#### Recommendation:

Adopt a Resolution approving the requested variance, and adopt the conditions and findings in the Staff Report.

#### 4/5 vote required:

No

#### **Distribution Instructions:**

Planning, Building

#### **ATTACHMENTS**

- V-23;2-1 Staff Report.BOS.04-11-23 Gonzales Variance.docx
- V-23;2-1 RESOLUTION Gonzales Variance.doc
- V-23;2-1 Gonzales Planning Commission Packet.pdf
- PC Minutes except.03-14-23.Gonzales variance.docx

#### STAFF REPORT TO: THE AMADOR COUNTY BOARD OF SUPERVISORS

FOR MEETING OF: APRIL 11, 2023

Planning Department – Consideration of the Planning Commission's recommendation to approve a Variance (V-23;2-1) from the rear and side yard setback requirement, to allow construction of a new metal building. The request is for a reduction from the required rear setback of 15' to 2' and the required side setback of 5' to 2' for APN: 033-520-017.

Applicant: Carly D & Paul D Gonzales

**Supervisorial District: 3** 

Location: 26324 Meadow Drive, Pioneer, CA 95666

A. General Plan Designation: RR, Rural ResidentialB. Present Zoning: R1, Single Family Residential

C. Acreage Involved: .28 acres

- **D. Description:** The applicant has requested a variance from Amador County Code §19.24.040 (R1 district regulations--generally.), which requires a fifteen (15) foot rear setback and a five (5) foot side setback, to allow for the construction of a ±432 square foot detached metal building within two (2) feet of the rear and side property lines. Due to the location of the existing dwelling, septic system, and the size of the lot, placing the proposed structure in the farthest rear corner of the lot ensures there is adequate space from the septic system. The location of the metal building, as proposed, requires a variance from County Code §19.24.040, R1 district regulations-generally which requires a 15-foot rear and 5-foot side setback.
- E. Staff Review and Recommendation: This variance request was distributed to Building, Public Works and Transportation, and the Environmental Health Departments on February 22, 2023 for comments. Staff has no technical objections to the Planning Commission recommending to the Board of Supervisors, approval of this variance request subject to the conditions and findings as set forth below.
- **F. Planning Commission Action:** The Planning Commission, following a public hearing on March 14, 2023, recommended approval of the variance to the Board of Supervisors subject to the conditions and findings, below.
- **G. Requested Board Action:** Adopt a Resolution approving the requested variance, and adopt the following conditions and findings:

#### Conditions:

- 1. All necessary building permits shall be obtained from the Building Department for construction of the proposed structure;
- 2. A minimum 2 feet from the rear and side property lines shall be maintained;
- 3. The project shall be substantially the same as that which has been submitted and approved (see attached plot plan);
- 4. If the variance has not been used within one year after a date of granting thereof, then without further action by the Planning Commission or Board of Supervisors, the variance granted shall be null and void.

#### Findings:

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

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

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

IN THE MATTER OF:

RESOLUTION APPROVING A VARIANCE TO)
COUNTY CODE §19.24.040 R1 DISTRICT)
REGULATIONS--GENERALLY REQUIRING A 15')
BUILDING SETBACK FROM FRONT PROPERTY)
LINES AND A 5' BUILDING SETBACK FROM SIDE)
PROPERTY LINES - TO ALLOW CONSTRUCTION)
OF A NEW METAL BUILDING AT 26324 MEADOW)
DRIVE, APN 033-520-017 GONZALES CARLY D &)
PAUL D

**RESOLUTION NO. 23-XXX** 

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve a request for variance from County Code §19.24.040 which requires structures to be set back a minimum of fifteen (15) feet from the rear property line and five (5) feet from the side property lines, to allow construction of a new metal building two (2) feet from the side and rear property lines.

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 11th day of April, 2023, by the following vote:

AYES: NOES: ABSENT:	
ATTEST:	Jeff Brown Chair, Board of Supervisors
JENNIFER BURNS, Clea Board of Supervisors, Am	

# STAFF REPORT TO: AMADOR COUNTY PLANNING COMMISSION FOR MEETING OF: March 14, 2023

ITEM 3 Request for a variance (V-23;2-1 Gonzales) from the rear and side yard setback requirement, to allow construction of a new metal building. The request is for a reduction from the required rear setback of 15' to 2' and the required side setback of 5' to 2' for APN: 033-520-017.

**Applicant:** Carly and Paul Gonzales

Supervisorial District: 3

Location: 26324 Meadow Drive, Pioneer, CA 95666

A. General Plan Designation: RR, Rural Residential

B. Present Zoning: R1, Single Family Residential

C. Acreage Involved: .28 acres

- **D. Description:** The applicant has requested a variance from Amador County Code §19.24.040 (R1 district regulations--generally.), which requires a fifteen (15) foot rear setback and a five (5) foot side setback, to allow for the construction of a ±432 square foot detached metal building within two (2) feet of the rear and side property lines. Due to the location of the existing dwelling, septic system, and the size of the lot, placing the proposed structure in the farthest rear corner of the lot ensures there is adequate space from the septic system. The location of the metal building, as proposed, requires a variance from County Code §19.24.040, R1 district regulations-generally which requires a 15-foot rear and 5-foot side setback.
- E. Staff Review and Recommendation: This variance request was distributed to Building, Public Works and Transportation, and the Environmental Health Departments on February 22, 2023 for comments. Staff has no technical objections to the Planning Commission recommending to the Board of Supervisors, approval of this variance request subject to the conditions and findings as set forth below.
- **F. Planning Commission Action:** If the Planning Commission moves to recommend approval of the variance to the Board of Supervisors, the following conditions and findings are recommended for adoption:

#### Conditions:

- 1. All necessary building permits shall be obtained from the Building Department for construction of the proposed structure;
- 2. A minimum 2 feet from the rear and side property lines shall be maintained:
- 3. The project shall be substantially the same as that which has been submitted and approved (see attached plot plan);
- 4. If the variance has not been used within one year after a date of granting thereof, then without further action by the Planning Commission or Board of Supervisors, the variance granted shall be null and void.

#### Findings:

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

# Notice of Exemption

To:	]	Office of Planning a P.O. Box 3044, Roo Sacramento, CA 95	om 113	From:	Amador County Planning Commission 810 Court Street Jackson, CA 95642
×	₹	County Clerk - Cour 810 Court Street Jackson, CA 95642	•		
Project T	itl	e: V-23;2-1 Gonzal	es		
95666; 20	9-	295-1850			I D. Gonzales, 26324 Meadow Drive, Pioneer, CA A 95666 (APN: 033-520-017).
		cation - County: A			tion - City: N/A
Description the re	or ea cti	of Nature, Purposer and side yard setba	e and Beneficiaries of ack requirement, to allow	Project:	Request for a variance (V-23;2-1 Gonzales) from uction of a new metal building. The request is for a required side setback of 5' to 2' for APN: 033-520-
			oving Project: Amador		
□ M □ Do □ Er ⊠ Ca	lini ec me	ergency Project (Sec	ec. 21080(b)(3); 15269(a c. 21080(b)(4); 15269(b) State type and section i	(c));	Section 15305 of State CEQA Guidelines
Reasons why project is exempt: The granting of the Variance is sanctioned by County Code Section 19.52 and is consistent with County Code Section 19.52.020 in that the project will not be detrimental to the health, safety, peace, morals, comfort and general welfare of the persons residing or working in the neighborhood or the general welfare of the County; and 2) A review of the Variance was conducted by staff and found the project will not have a significant effect on the environment and is Categorically Exempt according Section 15305, Class 5 ((minor setback variance not resulting in the creation of any new parcel) of the State CEQA Guidelines, and a Notice of Exemption will be filed with the County Recorder.					
Lead Age	n	cy Contact Person:	Ruslan Bratan, Planne	r II	Telephone: 209-223-6380
If filed by app 1 2.	Α	ttach certified document of	of exemption finding. been filed by the public agend	y approvir	ng the project? □ Yes □ No
Title:		Planner II ned by Lead Agency			Date:
Revised 20	01°	1		Fi	le No.
					sted On
			Pos		Removed

# APPLICATION



# AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY

# PLANNING DEPARTMENT

COUNTY ADMINISTRATION CENTER

810 COURT STREET

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

JACKSON, CA 95642-2132

# PRE-APPLICATION INFORMATION AND CHECKLIST FOR A VARIANCE REQUEST

Application for	or a Variance request shall include the following:
1.	Letter of application explaining purpose of request, description of variance, and other pertinent information.
2.	Letter of authorization if landowner is being represented by another party.
<u></u> 3.	Submit a plot plan (max 11"x17") of parcel showing location of project in relation to property lines and any other structures that are on the property. NOTE: An Assessor Plat Map can be obtained from the Surveying and Engineering Department for the purpose of aiding in drawing of the plot plan; see plot plan guidelines attached.
<u> </u>	Copy of deed(s) to property,
5. 6.	Completed Environmental Assessment Form.  Filling fee of \$ 774 Recording Admin fee \$50
<u> </u>	Application Form to be signed at the time of project presentation in the Planning Department.
NOTE:	IT IS TO YOUR BENEFIT TO BE AS SPECIFIC AS POSSIBLE WITH YOUR APPLICATION INFORMATION.
NOTE:	Pursuant to County Code Section 19.52.060 B., "In any case, where a variance has not been used within one year after a date of granting thereof, then without further action by the planning commission or board of supervisors, the variance granted shall be null and void."

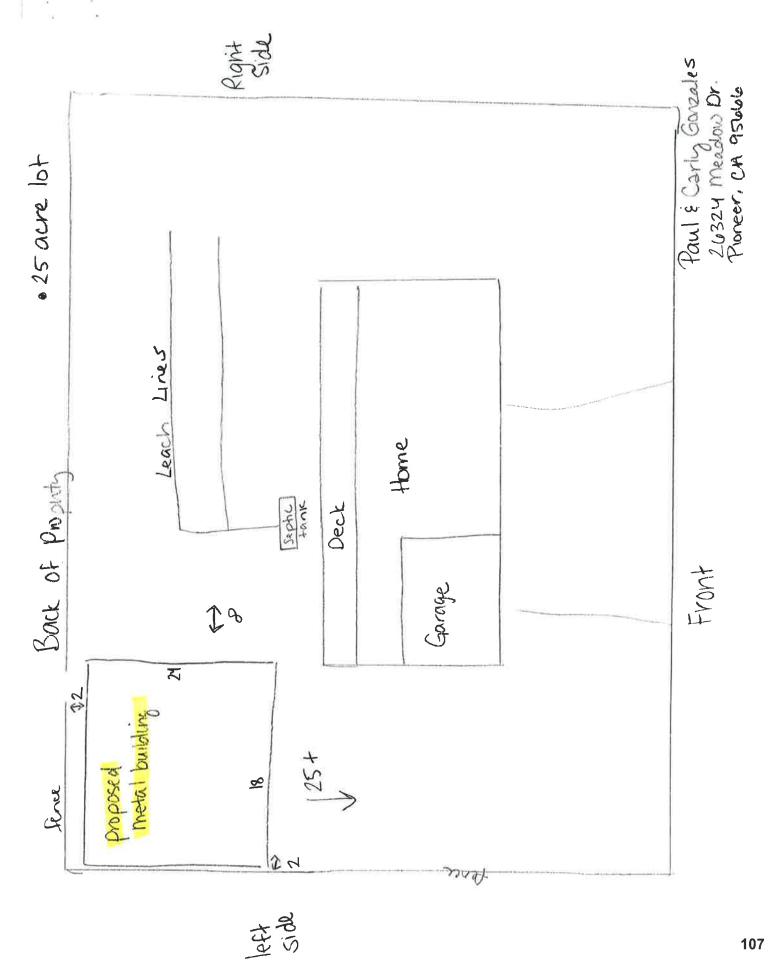
January 31, 2023

To Whom it May Concern:

Attached, please find our application for a variance request. Our home its on .25 of an acre lot in Mace Meadows. We are located of the busy road off of Meadow Drive, and I have had a few people wreck into our front yard which is another subject. We are requesting to put up a metal storage shed/carport in our back yard. We are needing the extra storage and space for our side by side, Jeep and motorcycles. Our home is 2316 square feet, and the proposed metal building shall be a 24X18 enclosed metal carport. Due to the size of our lot and the location of our Septic and Leach lines, placing this building furthest to the left and back of our lot to assure we are not near the Septic system. Our source of water is public water through First Mace Water Association. We are on a standard septic system. We are requesting that the setbacks be reduces to 2 feet on the back side of the proposed building and 2 ft on the left side of the proposed building. I have spoken with my neighbors, and they are okay with this approval. I see two homes down, the previous owner placed a metal carport directly on his fence line, I am assuming he was granted a variance. We would greatly appreciate this approval as I love my home, and this is the only way we will be able to stay as my husband needs a place for storage and room to work etc. as it creates a hardship for our family that he is currently renting a shop space in Jackson for storage of his Jeep, tools and work supplies. We have looked into selling our home and buying one with a shop, but the reality is with the cost of homes compared to what we owe on ours this seems to make more sense for our budget and our family at this time, plus I really love my home, so happy wife usually means happy life, BUT I would like to make my husband happy and have a place for him to work on his projects and be able to be at his own home while doing so. Please let us know if you have any additional questions or need any further information, thank you for the consideration.

Sincerely,

**Carly Gonzales** 



#### **ENVIRONMENTAL INFORMATION FORM**

To be completed by applicant; use additional sheets as necessary.

Attach plans, diagrams, etc. as appropriate.

Date Filed:	File No.
Applicant/	A
Developer	Landowner Carly Gonzales
Address	Address 26324 meadow D1.
Phone No	Landowner Carly Gonzales  Address 26324 Meadow D1.  Phone No. 209 295-1850
Assessor Parcel Number(s) 033-5	520-017-000
Existing Zoning District	
Existing General Plan	
List and describe any other related perm those required by city, regional, state, ar	its and other public approvals required for this project, including a federal agencies

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

- 1. Site Size
- 2. Square Footage of Existing/Proposed Structures
- 3. Number of Floors of Construction
- 4. Amount of Off-street Parking Provided (provide accurate detailed parking plan)
- 5. Source of Water

CENEDAL INFORMATION

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

ADDITIONAL INFORMATION: Are the following items applicable to the project or its effects? Discuss below all items checked "yes" (attach additional sheets as necessary). YES NO 17. Change in existing features or any lakes or hills, or substantial alteration of ground 18. Change in scenic views or vistas from existing residential areas, public lands, or roads. 19. Change in pattern, scale, or character of general area of project. 20. Significant amounts of solid waste or litter. 21. Change in dust, ash, smoke, fumes, or odors in the vicinity. 22. Change in lake, stream, or ground water quality or quantity, or alteration of existing drainage patterns. 23. Substantial change in existing noise or vibration levels in the vicinity. 24. Site on filled land or has slopes of 10 percent or more. 25. Use or disposal of potentially hazardous materials, such as toxic substances, flammables, or explosives. 26. Substantial change in demand for municipal services (police, fire, water, sewage, etc.). 27. Substantially increase fossil fuel consumption (electricity, oil, natural gas, etc.). 28. Does this project have a relationship to a larger project or series of projects? **ENVIRONMENTAL SETTING** 29. Describe the project site as it exists before the project, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures. Attach photographs of the site (cannot be returned). 30. Describe the surrounding properties, including information on plants and animals and any cultural, historical, or scenic aspects. Indicate the type of land use (residential, commercial, etc.), intensity of land use (one family, apartment houses, shops, department stores, etc.), and scale of development (height, frontage, setback, rear yard, etc.). Attach photographs of the vicinity (cannot be returned), 31. Describe any known mine shafts, tunnels, air shafts, open hazardous excavations, etc. Attach photographs of any of these known features (cannot be returned). Certification: I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts,

statements, and information presented are true and correct to the best of my knowledge and belief.

#### **INDEMNIFICATION**

Project: 24324 Meadow Dr.

In consideration of the County's processing and consideration of the application for the discretionary land use approval identified above (the "Project") the Owner and Applicant, jointly and severally, agree to defend, indemnify, and hold harmless the County of Amador from any claim, action, or proceeding against the County to attack, set aside, void or annul the Project approval, or any action relating related to the Project approvals as follows:

- 1. Owner and Applicant shall defend, indemnify, and hold harmless the County and its agents, officers or employees from any claim, action, or proceeding against the County or its agents, officers or employees (the "County") to attack, set aside, void or annul the Project approval, or any prior or subsequent determination regarding the Project, including but not limited to determinations related to the California Environmental Quality Act, or Project condition imposed by the County. The Indemnification includes, but is not limited to, damages, fees, and or costs, including attorneys' fees, awarded against County. The County in its sole discretion may hire outside counsel to handle its defense or may handle the matter internally. Indemnification also includes paying for the County's defense if it elects to hire outside counsel. Indemnification also includes compensating the County for staff time associated with the litigation. The obligations under this Indemnification shall apply regardless of whether any permits or entitlements are issued.
- 2. The County may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the County defends the claim, action, or proceeding in good faith.
- 3. The Owner and Applicant shall not be required to pay or perform any settlement by the County of such claim, action, or proceeding unless the settlement is approved in writing by Owner and Applicant, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, by their signature below, Owner and Applicant hereby acknowledge that they have read, understand, and agree to perform the obligations under this Indemnification.

Applicant:	Owner (if different than Applicant):
Carlidanios	
Signature \ \	Signature



#### AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY

## PLANNING DEPARTMENT

COUNTY ADMINISTRATION CENTER •

810 COURT STREET

PHONE: (209) 223-6380 FAX: (209) 257-5002 WEBSITE: www.amadorgov.org

JACKSON, CA 95642-2132

E-MAIL: planning@amadorgov.org

# Chapter 19.52 VARIANCES

#### Sections:

19.52.010	When permitted.
19.52.020	Application.
19.52.030	Public hearings.
19.52.040	Action by planning commission.
19.52.050	Action by board of supervisors.
19.52.060	Revocation.
19.52.070	Effect.

#### 19.52.010 When permitted.

Where practical difficulties, unnecessary hardships or results inconsistent with the purpose and intent of this title may result from the strict application of certain provisions thereof, variance may be granted as provided in this chapter, but in no case shall a variance be approved to allow a change in the use of land or buildings. (Ord. 351 §13(part), 1962).

#### 19.52.020 Application.

Application for variance shall be made in writing on a form prescribed by the planning commission and shall be accompanied by the required fee, no part of which shall be returnable to the applicant and by statement, plans and other evidence showing:

- A. That any variance granted shall be subject to such conditions as will assure that the adjustment thereof authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and zone in which subject property is situate;
- B. That because of special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of the zoning ordinance is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classification. (Ord. 898 §3, 1982).

#### 19.52.030 Public hearings.

A public hearing shall be held on any application for a variance. The planning commission shall give notice thereof as required by California Government Code Section <u>65090</u> et seq., as may be amended or renumbered. (Ord. 1701 §2, 2010: Ord. 351 §13.2, 1962).

#### 19.52.040 Action by planning commission.

After conclusion of the public hearing, the planning commission shall make a written finding of facts whether the qualifications under Section 19.52.020 apply to the land, building or use for which variance is sought and whether such variance shall be in harmony with the general purposes of this title. Such written finding of facts shall be submitted to the board of supervisors. (Ord. 351 §13.3, 1962).

#### 19.52.050 Action by board of supervisors.

The board of supervisors shall consider the variance application within sixty days after receipt of the planning commission report and if the board of supervisors finds that the qualifications under Section 19.52.020 apply to the land, building or use for which variance is sought, and that such variance is in harmony with the general purposes of this title, said board shall grant such variance. The board may designate such conditions in connection with the variance as it may deem necessary to secure the purposes of this title and may require guarantees and evidence. (Ord. 351 §13.4, 1962).

#### 19.52.060 Revocation.

- A. In any case, where the conditions of granting of a variance have not or are not complied with, the planning commission shall give notice to the permittee (of intention to revoke such variance) at least ten days prior to a hearing thereon. After conclusion of the hearing, the planning commission may revoke such variance. Such revocation shall be subject to confirmation by the board of supervisors.
- B. In any case, where a variance has not been used within one year after a date of granting thereof, then without further action by the planning commission or board of supervisors, the variance granted shall be null and void. (Ord. 351 §13.5, 1962).

#### 19.52.070 Effect.

No building or zoning permit shall be issued unless in accordance with the conditions and terms of the variance granted. (Ord. 351 §13.6, 1962).

### OFFICIAL RECEIPT

COUNTY OF AMADOR Jackson, California

RECEIVED FRO	M Ccurl	y (	nonz	ales	Date February 1 20.23
ADDRESS	26324	Me	adaw	Dr. P	ioneer, CA 95666
Seven	Hundre	15	even	u Fou	1 00/100 - DOLLARS (\$ 774.00 -)
For Ucuri	ance l	Ream	est (\$	424)	and Recorder fee (\$50)
APN	033-5	20	-017		
		9		*****************	U 5
ACCC	UNT		How I	Paid 🗸	01
Amount Due	774	00	Cash		Planning Department
Amount Paid	774	00	Check	6123	By Much Shil
			Money Order		Deputy
V-100-100-100-100-100-100-100-100-100-10			Credit Card		96881
			-		

# **AFFIDAVIT**

1.	Notice of Intent (NOI).	Initial N/A Cexe
2.	GIS List. 300 ft. Plus (Special Instructions: e.g. to end of access road)	NB
	Checked <u>all</u> APN pages of those parcels from the GIS list for "NOTES" or a. "SPECIAL INSTRUCTIONS."	RB
4.	Project Applicant and Representative(s), if applicable.	1213
5.	Checked Project file cover for agency distribution.	<u>173</u>
6.	Checked inside file for special requests for notification.	RB
7.	Checked old notification list for additional notification.	RB
8.	Other-Specify:  + Email Public notice	
	AFFIDAVIT OF SERVICE BY MAIL	
Coun City public	a citizen of the United States, over eighteen years of age, employed ity, and not a party to the within action; my business address is 810 Coof Jackson, State of California. I hereby declare I served a copy of the hearing notice regarding \(\sqrt{25/2-1}\) \(\sqrt{20072alt5}\) ag copies in \(\sqrt{28}\) envelopes addressed to: (see attached list).	ourt Street,
	envelopes were then sealed and postage fully paid thereon and were deposed States Mail on 2-22-23 at Jackson, California.	sited in the
I decl	are under penalty of perjury the foregoing is true and correct.	
	Executed at Jackson, California on 2-22-23	
	Signed Witness Kristy Rues	



#### AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY

### PLANNING DEPARTMENT

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

COUNTY ADMINISTRATION CENTER

810 COURT STREET

JACKSON, CA 95642-2132

#### NOTICE OF PUBLIC HEARING

Notice is hereby given the Planning Commission of the County of Amador, State of California, has received an application for the project described in this notice.

**PROJECT NAME AND DESCRIPTION:** Request for a variance (V-23;2-1 Gonzales) from the rear and side yard setback requirement, to allow construction of a new metal building. The request is for a reduction from the required rear setback of 15' to 2' and the required side setback of 5' to 2' for APN: 033-520-017

PROPERTY OWNERS: Carly and Paul Gonzales

**SUPERVISORIAL DISTRICT: 3** 

LOCATION: 26324 Meadow Drive, Pioneer, CA 95666

NOTE: SEE MAP ON REVERSE. The Staff Report will be available online (typically the Tuesday prior to the meeting) for viewing at http://www.amadorgov.org in the "Agendas and Minutes" section.

**ENVIRONMENTAL REVIEW PROCESS:** In accordance with the California Environmental Quality Act (CEQA), the lead agency, Amador County, intends to consider a Notice of Exemption pursuant to Section 15305(a) of State CEQA Guidelines for setback variances not resulting in the creation of any new parcel.

<u>PUBLIC HEARING</u>: Notice is hereby given said Planning Commission will hold a public hearing on this project at the County Administration Center, Board of Supervisors Chambers, 810 Court Street, Jackson, California, on <u>March 14, 2023</u> at 7:00 p.m. or as soon thereafter as can be heard. Anyone having comments on the project may attend and be heard.

THE AMADOR COUNTY PLANNING COMMISSION WILL BE CONDUCTING ITS MEETING VIA TELECONFERENCE. WHILE THIS MEETING WILL STILL BE CONDUCTED IN-PERSON AT THE ABOVE ADDRESS, WE STRONGLY ENCOURAGE THE PUBLIC TO PARTICIPATE FROM HOME BY CALLING IN USING ANY OF THE FOLLOWING NUMBERS:

+1 669 900 6833 US

+1 301 715 8592 US +1 312 626 6799 US +1 929 205 6099 US

+1 346 248 7799 US

+1 253 215 8782 US

Meeting ID: 537 512 8983

#### YOU MAY ALSO VIEW AND PARTICIPATE IN THE MEETING USING THIS LINK:

#### https://us02web.zoom.us/j/5375128983

The Chairperson will invite the public to comment via phone/online. Public comment will also be accepted by email at planning@amadorgov.org. All emails must be received prior to the start of the meeting and will be included in the record of the meeting. Emails received after those already included in the meeting materials will be printed and distributed to the Commissioners and available to the public, and shall be subject to the same rules as would otherwise govern speaker comments at the Commission meeting.

Letters of comment regarding this matter received by the County prior to the publication of the Staff Report will be sent to each Planning Commissioner as part of the agenda packet (generally the Tuesday prior to the meeting). Letters received after the Staff Report has been published will be copied and circulated to each Commissioner just prior to the public hearing. Be advised that due to time constraints, the Commissioners may not be able to give letters submitted after the Staff Report is published, as detailed a review as those received earlier. Therefore, it may be to your benefit to attend the hearing and summarize your concerns orally. Letters will not be read aloud at the public hearing. If you have any questions or desire more information, please contact this office.

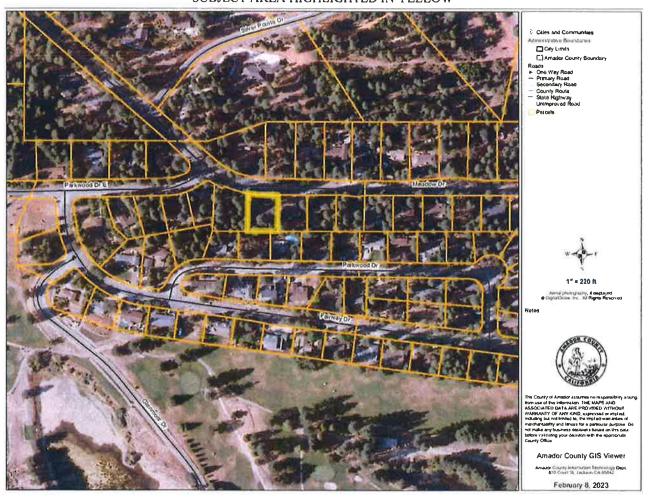
In compliance with the Americans with Disabilities Act, if you are a person with a disability and require special modification or accommodation to participate in this meeting, please contact the Amador County Planning Department, at (209) 223-6380, by email to planning@amadorgov.org. Requests must be made as early as possible, and at least two business days before the start of the meeting.

**NOTE:** If you do not comment at the public hearing or send in written comments and later decide to challenge the nature of this proposed action in court, you may be limited to raising only those issues you raised at the public hearing or have given in written correspondence delivered to the public entity conducting the hearing at, or prior to, the Public Hearing.

#### **AMADOR COUNTY PLANNING COMMISSION**

Date of this notice: February 22, 2023

#### SUBJECT AREA HIGHLIGHTED IN YELLOW



# **COMMENTS**



# Request for a Variance (V-23;2-1 Gonzales)

James Hough <a href="mailto:hough.james@sbcglobal.net">hough.james@sbcglobal.net</a>
To: planning@amadorgov.org

Mon, Mar 6, 2023 at 10:57 AM

Attn: Planning Commission Chairperson,

The following is submitted for the planning commission meeting on March 14, 2023.

This is in response to a letter received concerning a request by Mr. and Mrs. Gonzales for a variance, V-23;2-1 to their property, APN: 033-520-017 to allow for construction of a new metal building on said property. My property is the parcel on the immediate left of their property as faced from Meadow Dr.

For the record I have no issue concerning their request and recommend the variance be approved as requested.

Respectfully,

James H. Hough

James and Susan Hough 26344 Meadow Drive Pioneer, CA. 95666 Item 3 - Request for a variance (V-23;2-1 Gonzales) from the rear and side yard setback requirement, to allow construction of a new metal building. The request is for a reduction from the required rear setback of 15' to 2' and the required side setback of 5' to 2'. (APN: 033-520-017)

Applicant: Carly and Paul Gonzales

Supervisorial Districts: 3

Location: 26324 Meadow Drive, Pioneer, CA 95666

Mr. Bratan introduced the item and shared the staff report which is hereby incorporated by reference into these minutes as though set forth in full.

Chair Wardall opened the public hearing and asked if the applicant would like to comment.

Carly Gonzales, applicant, shared that they want to construct a metal building for vehicle storage in the far left corner of their yard. The vehicles are currently stored in Jackson and they are asking for the variance because the location of their septic system and small size of their lot prevent placing the building further away from the property lines.

Chair Wardall asked if any members of the public wanted to comment. There was none additional public comment.

**MOTION:** It was moved by Commissioner Munnerlyn, seconded by Commissioner Curtis, and unanimously carried to close the public hearing.

Commissioner Bennett voiced that he is favor of granting the variance and commented that side yard setbacks are for fire access and to prevent the spreading of fire and believes is not a danger in this case. He added that a benefit will be that vehicle miles will be reduced from not having to travel to Jackson to retrieve personal vehicles.

Chair Wardall said that he has no problem with this as long as it is not a safety issue with the fire department.

Commissioner Curtis stated that he does not believe that the fire department has looked at it and that this small lot with a tight footprint and is not typical for Mace Meadows. He voiced that property line setbacks are there for fire protection, a sheet metal building is not fire resistant, and that usually a one hour fire resistant wall is required when it is placed two feet from the property line. He added that there is no control over what is stored in it and that two feet is not a fire lane accessible for people. He shared that infringing on setbacks shouldn't happen even if it's okay with the neighbor and that other neighbors have done it probably without permits. He stated that he would feel better with a 5 foot setback.

Chair Wardall shared that Commissioner Curtis has raised a good point and that we do not want to be culpable if there is a fire.

Ms. Gonzales stated that this is going to be small type shed carport building for tools and their jeep which they now rent a shop for in Jackson. She said it is a hardship renting the shop and that moving is not feasible. She shared that a neighbor has a carport right on the fence line. She voiced that their property is fenced with a gate with a utility easement right outside of the fence and that there is access for fire. She said this will help her husband not have to go 30 minutes down the hill to work on things.

Chair Wardall asked if this is a garage or a carport.

Ms. Gonzales responded it is a carport and workshop, not any bigger than 18x24.

# AMADOR COUNTY PLANNING COMMISSION MINUTES SUMMARY MINUTES OF TAPE RECORDED MEETING March 14, 2023 – 7:00 P.M.

Chair Wardall said that if she reduces the building from 18 to 15 feet that it would give a 5 foot clearance on the property line.

Ms. Gonzales shared that she does not want her septic leach line covered.

Chair Wardall said that he is trying to compromise and provide a safety area against the fence.

Ms. Gonzales shared access would be needed from the other side of the fence as well. She stated that she is trying to do things by the book and believes this is unfair.

Commissioner Munnerlyn stated that she believes the Commissioners' concerns are valid and suggested reducing the 2 car garage size so that the easement is a little larger and so there is a compromise between fire safety and use for the property owner.

Commissioner Bennett said that comments made by the Commissioners are understandable and that this is a classic tradeoff decision between codes drawn up by bureaucrats and freedom of the applicant to use their property how they want and that he is favor of granting them the exception.

Commissioner Munnerlyn asked if there is a Mace Meadows property association.

Ms. Gonsalves responded that there is not and added that for fire safety there is a fire hydrant in front of her property, but that it might not currently work.

**MOTION:** It was moved by Commissioner Gonsalves, seconded by Commissioner Bennett, and unanimously carried to recommend approval of V-23;2-1 as written to the Board of Supervisors.

AYES: Wardall, Munnerlyn, Gonsalves, Bennett

**NOES:** Curtis

Mr. Bratan stated that the Planning Commission has recommended approval of Variance Application V-22;2-1 to the Board of Supervisors, and that a public hearing would be scheduled with the Board at a later date.

# **Board of Supervisors Agenda Item Report**

Submitting Department: Assessor Meeting Date: April 11, 2023

#### **SUBJECT**

Assessor Roll Corrections - approval of roll correction values being decreased over \$150,000

#### Recommendation:

Approve

### 4/5 vote required:

Yes

#### **Distribution Instructions:**

Assessor Auditor

#### **ATTACHMENTS**

• 991-045-162-000.pdf

ASR70-3020-005 wRCWorksheets 2.6 001

# County of AMADOR ASSESSOR ROLL CORRECTION

3/23/2023 11:29:57AM Page 1 of 1

Asmt 991-045-162-000	Tax Year	R/C #	Roll Typ	pe	Fee Parcel 014-270-001-000	Originating Asmt 014-270-001-000	From TRA 052-086	New TRA 052-086
R&T 1 75	54 R&	Г2	N	Faxroll Asmt Only	Y Value Histo	ory	Taxability Co	de 000
_	Roll Value	New Value	Sup From Net	Sup To Net		Supl Info		
Land	180,000	156,188	88,023	64,211	N 10 % PP Penalty	Eve	ent From/Thru Dates	
Structure	388,000	196,735	120,896	-70,369	N Restricted	Jan 7,	2022 Jan 07, 2	2022
Growing					N Timber Preserve	Jan 7,	2022 Jan 07, 2	.022
PP MH					N 5151 Interest	Owne	ership From/Thru Date	5
Fixtures R/P			Lu, or come in	5127723	N 506 Interest	Jul 1	22 Jun 30,	23
Fixtures								
Personal Property			TO STREET	WW.			06/5151 From/Thru Da	
нох	7.000	7,000	7,000	7,000		From 1	From 2	Thru
Other Exemptions								
		045.077		045.077	TaxBill Days	365	Print R/C Wks C	7
CODE	Net Change	-215,077	Supl Change	-215,077			Print R/C Letter C	_
	ARTINEZ LINDA C 3045 MOUNT WHIT				Created By	tm	R/C Completed C	<b>⊣</b>
	DDLETOWN CA 95							
					Appraiser			
1604	5 MOUNT WHITNE	V DD			Initials	Date		
Situs	LETOWN CA	TUR			Supv Appr		Asmt Clerk	
					Initials	Date	Ini	tials Date
200	Value Transfer vered 7/1/22 - 6/30/	102			Chief Appr	Della	Off Mgr	tials D-t-
Feriod Co	ACIEG 11 1155 - 01901	20			Initials	Dale	In	tials Date
AssessorSignalure	)	Dale	AuditorSignatu	ire	Date	County Counsel	Signature	Date

tmilbourne

### **Board of Supervisors Agenda Item Report**

Submitting Department: General Services Administration Meeting Date: April 11, 2023

#### **SUBJECT**

General Services Administration: ITB 22-13 Amador County Sheriff Dispatch Remodel

#### Recommendation:

Accept the work of RL FOY as completed for the Amador County Sheriff Dispatch Remodel Project, Bid 22-13, and authorize the General Services Director to sign and record a Notice of Completion, and authorize the Board Chairman to sign the three (3) Agreement and Release of Claims forms if no liens or stop notices have been served within the thirty (30) day period at which time authorize the General Services Director to release retention and final payment to the contractor.

#### 4/5 vote required:

No

#### **Distribution Instructions:**

Jon Hopkins - GSA, Mark Olivarria - FAC, Tacy Rouen - Auditor

#### **ATTACHMENTS**

- ITB 22-13 BOS Notice of Completion Memo 3.23.23.pdf
- ITB 22-13 Agreement and Release of Claims 3.23.23.pdf
- ITB 22-13 Notice of Completion 3.15.23.pdf

# **Amador County**

#### **FACILITIES AND PROJECTS DIVISION**

#### GENERAL SERVICES ADMINISTRATION

MAIL:

12200-B Airport Road - Jackson, CA 95642-9527 LOCATION: 12200-B Airport Road-Martell, California

FACSIMILE:

209-223-0749 facilities@amadorgov.org

VOICE:

209-223-6370



#### SUMMARY MEMORANDUM

TO:

**Board of Supervisors** 

FROM:

Mark Olivarria, Facilities & Projects Manager  $\gamma$ 

DATE:

March 23, 2023

**SUBJECT:** 

ITB 22-13 Amador County Sheriff Dispatch Remodel

Background: On December 22, 2022 the Board approved a contract with RL FOY for the Amador County Sheriff Dispatch Remodel Project; Bid 22-13. The Project Manager has inspected the work finding it to be acceptable and in accordance with our contract documents. Work was completed as of March 8, 2023.

Subject or Key Issue: Acceptance of work completed for the Amador County Sheriff Dispatch Remodel Project and approval of the Agreement and Release of Claims.

Analysis: In order to close out this project the following process should be completed. The Board should accept this work and authorize the Director of General Services to sign and record a Notice of Completion, at which time a period of thirty (30) days is allowed for vendors, suppliers and subcontractors to file liens or stop notices. If no liens or stop notices are served within the thirty (30) days, then the Board should authorize the Board Chairman to sign three (3) original copies of the Agreement and Release of Claims and authorize the Project Manager to release retention and final payment to the contractor.

Alternatives: N/A

Fiscal or Staffing Impacts: None to note.

4/5ths vote: N/A

**Recommendation(s):** Accept the work of RL FOY as completed for the Amador County Sheriff Dispatch Remodel Project, Bid 22-13, and authorize the General Services Director to sign and record a Notice of Completion, and authorize the Board Chairman to sign the three (3) Agreement and Release of Claims forms if no liens or stop notices have been served within the thirty (30) day period at which time authorize the General Services Director to release retention and final payment to the contractor.

Attachments:

Agreement and Release of Claims

Notice of Completion

#### **AGREEMENT AND RELEASE OF CLAIMS**

This Agreement and Release of Claims ("Agreement and Release"), made and entered into this day of , 2023, by and between the County of Amador ("County"), and RL FOY ("Contractor")], whose place of business is 11965 New York Ranch Road, Jackson, CA, 95642.

#### RECITALS

- A. On December 22, 2022, County and Contractor entered into a contract (the "Contract") in the County of Amador, State of California, whereby Contractor agreed to perform certain work (the "Work") consisting of electrical improvements located at Amador County Dispatch including all the necessary components to perform the Work.
  - B. The Work under the Contract has been completed.

NOW, THEREFOR, it is mutually agreed between County and Contractor as follows:

1. Contractor will not be assessed damages except as detailed below:

Original Contract Sum \$43,500.00

Modified Contract Sum \$45,652.00

Payment to Date \$43,369.40

Damages \$0.00

Payment Due Contractor

date of such payment.

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of two thousand two hundred eighty-two Dollars and sixty Cents (\$2,282.60) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with County as of the

\$2,282.60

- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the performance of work under the Contract, except for (i) the Disputed Claims described in Paragraph 4 below, and (ii) continuing obligations described in Paragraph 6 below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against County, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 4 below and continuing obligations described in Paragraph 6 below.
- 4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

Claim No. Date Submitted Description of Claim Amount of Claim

#### [Insert information, including attachments if necessary]

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2, above, Contractor hereby releases and forever discharges County, all its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the work under the Contract, except for the Disputed Claims.

- 6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
- 7. Contractor shall immediately defend, indemnify and hold harmless County, all its respective agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims.
- 8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

- 9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
- 10. All rights of County shall survive completion of the Work or termination of Contract, and execution of this Release.

\*\*\* CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING \*\*\*

COUNTY OF AMADOR	CONTRACTOR:
BY:	BY:
Chairman,	01 (1)
Board of Supervisors	Name: Coboth toy
	Title: Owne
	Federal I.D. No.: 573-62-1489

Recording Requested By and When Recorded Return To:

Amador County General Services Administration Attention: Jon Hopkins 12200-B Airport Road Jackson, CA 95642

Space Above for Recorder's Use Only

# NOTICE OF COMPLETION

	COUNTY OF AMADOR
NOTICE IS HEREBY GIVEN of th	e completion of a Work of Improvement as follows:
Date of completion: March 8, 2023.	
Name and address of the Owner: Co	ounty of Amador, 810 Court Street, Jackson, CA 95642.
Nature of the interest or estate of the	Owner: Ownership in fee simple.
Description of the Site: Amador Cou (A.P.N. 020-200-021-000)	unty Sheriff at 700 Court Street, Jackson, CA.
Name and address of the contractor New York Ranch Road, Jackson, CA	for the above Work of Improvement: <u>RL FOY, 11965</u> <u>A, 95642.</u>
	contract for only a portion of the Work of Improvement) done or materials furnished: Electrical improvements and patch furniture.
Date:	COUNTY OF AMADOR, a political subdivision of the State of California
	By:
	VERIFICATION
I, Jon Hopkins, declare as follows:	
	on Director of the County of Amador, and I have been authorized. I have read the foregoing Notice of Completion and know the sy own knowledge.
I declare under penalty of perjury that Verification on	t the foregoing is true and correct and that I have executed this, 2023 in Jackson, California.
	COUNTY OF AMADOR, a political subdivision of the State of California

Jon Hopkins, General Services Administration Director

# **Board of Supervisors Agenda Item Report**

Submitting Department: Building Meeting Date: April 11, 2023

#### **SUBJECT**

BUILDING DEPARTMENT - Building Department-Limited Density Owner-Built Rural Dwelling / LD222005 - DOVER

#### Recommendation:

Adopt the resolution and authorize the Chairperson to sign the "Agreement".

#### 4/5 vote required:

No

#### **Distribution Instructions:**

Once Agreement is signed, return to Building Dept w/certified Resolution & Acknowledgment of the Chairperson's signature.

#### **ATTACHMENTS**

- LD222005.DOVER.RESOLUTION.docx
- Notarized Agreement.LD222005.pdf
- 222005.APPROVED PLOT PLAN.04.05.2022 (2).pdf

Recording requested by: BOARD OF SUPERVISORS

# When recorded send to: BUILDING DEPARTMENT BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF AMADOR, STATE OF CALIFORNIA IN THE MATTER OF: RESOLUTION AUTHORIZING RECORDATION OF AGREEMENT TO CONSTRUCT A LIMITED DENSITY OWNER-**RESOLUTION NO. 23-xxx** BUILT RURAL DWELLING - CHRIS DOVER AND KORI L. DOVER) WHEREAS, Chris Dover and Kori Dover ("Owner"), desires to construct a Limited Density Owner-Built Rural Dwelling on their property at 9921 Sutter Creek ranchos Road, Ione CA, 95640; and WHEREAS, Owner has applied for a Limited Density Owner-Built Rural Dwelling Building Permit and has complied satisfactorily with all other conditions of the Application for the Permit; and WHEREAS, an Agreement, to construct a Limited Density Owner-Built Rural Dwelling as required by Amador County Code Section 15.10.160, was approved by the Board of Supervisors at their March 28th, 2023 meeting for Building Permit #LD222005; and WHEREAS, Owner certifies that the Limited Density Owner-Built Rural Dwelling authorized pursuant to Article 8 of Title 25 of the California Code of Regulations is constructed according to the 1985 Uniform Building Code Cycle. THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Limited Density Owner-Build Rural Dwelling Agreement by and between the County of Amador and Chris Dover and Kori Dover on the terms and conditions contained therein as it relates to Building Permit #LD222005. BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign, execute and record said Agreement on behalf of the County of Amador. The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 28th day of March, 2023 by the following vote: AYES: NOES:

NOES:

ABSENT:

Jeffrey Brown
Chair, Board of Supervisors

ATTEST:

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

By: \_\_\_\_\_\_

(Resolution No. 23-xxx) (03/28/2023) **130** 

# RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Amador County Building Department 810 Court Street Jackson, CA 95642

APN: 011-300-001-000

Limited Density Rural Dwelling: LD222005

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

#### **AGREEMENT**

This Agreement is entered into as of March 28<sup>th</sup>, 2023 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Chris Dover and Kori l. Dover, ("Owner").

#### **RECITALS**

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

#### PARCEL ONE:

LOT 1, A SHOWN AND DECLINEATED ON PARCEL MAP NO. 1341, SUTTER CREEK RANCHOS, FILES FOR RECORD, APRIL 2, 1974 IN BOOK 24 OF MAP AND PLATS, PAGE 13.

#### PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ACCESS AND UTILITY PURPOSES OVER THOSE ROUTES SHOWN AND DELINEATED ON PARCEL MAP NO. 1341, SUTTER CREEK RANCHOS, FILES FOR RECORD APRIL 2, 1974 IN BOOK 24 OF MAPS AND PLATS, PAGE 13.

Owner desires to construct a Limited Density Owner-Built Rural Dwelling on the Property and has applied for a Limited Density Owner-Built Rural Dwelling Building Permit. This Limited Density Owner Built Rural Dwelling is constructed according to the 1985 California Building Code Cycle.

- B. Owner understands and agrees that the Limited Density Owner-Built Rural Dwelling can only be used as provided in Amador County Code Chapter 15.10 and that any violation of the conditions under which the Limited Density Owner-Built Rural Dwelling was granted may void the permit.
- C. As a condition of issuance of the Limited Density Owner-Built Rural Dwelling, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the Property will be made aware of them.

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

#### NOW, THEREFORE, the parties agree as follows:

- 1. Recitals. The parties acknowledge the truth of the recitals set forth above, which are incorporated into this Agreement.
- 2. Restriction on Use of Limited Density Owner-Built Rural Dwelling. The structure permitted under this section shall be owner-built, owner-occupied and used only for single family residential purposes. The sale, lease, renting or employee occupancy of owner-built structures within three years of a Certificate of Occupancy shall be presumptive evidence that the structure was erected for the purpose of sale, lease or renting.

#### Additional Obligations of Owner.

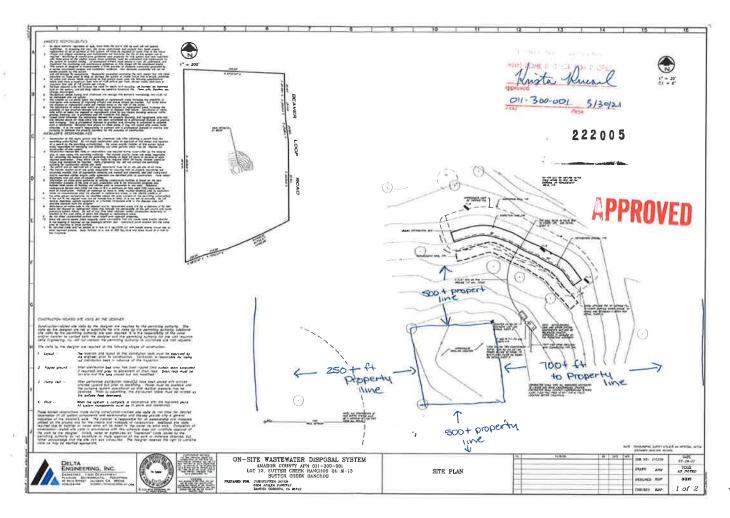
- 3.1 Owner understands and agrees that the structure permitted as a Limited Density Owner-Built Rural Dwelling, shall be constructed in compliance with Chapter 15 of the Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.
- 3.2 Owner acknowledges that if the Limited Density Owner-Built Rural Dwelling permit becomes void or expired, Owner shall be required to remove the structure or fully permit the structure and pay all fees then in effect.
- 3.4 Owner agrees to indemnify the County of Amador and its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers and employees arising from performance or non performance of the its obligations under this Agreement.
- 4. County's Remedies Upon Default. Owner acknowledges that any violation of this Agreement shall constitute a public nuisance. Upon any violation of this Agreement, the County may pursue any remedies provided by statute or ordinance. In addition to all other remedies provided by law, Owner further agrees that the County or any governmental entity having jurisdiction may obtain immediate injunctive relief against any use of the structure that is inconsistent with this Agreement.
- 5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the Limited Density Owner-Built Rural Dwelling is either (i) removed from the property, or (ii) fully upgraded and permitted to the current building code by the County.
- 6. No Waiver of Remedies. Failure to exercise any remedy provided for in this Agreement shall not, under any circumstances, be construed as a waiver of the remedy.
- 7. Entire Agreement. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or written agreements, if any, between the parties.

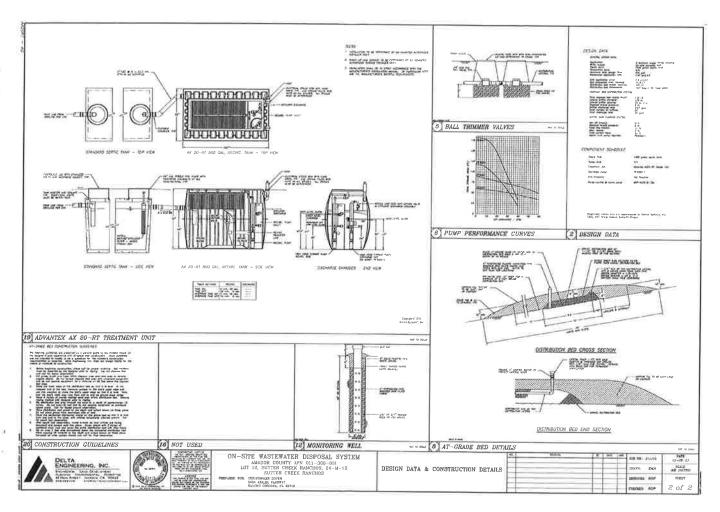
COUNTY:	OWNER: Chris Dover and Kori L. Dover
BY:  JEFFREY BROWN  Chairman, Board of Supervisors	BY:  CHRIS DOVER DATE OF SIGNATURE 3/6/2023  BY:  KORI L. DOVER  DATE OF SIGNATURE 3/6/2023
APPROVED AS TO FORM: GREG GILLOTT, AMADOR COUNTY COUNSEL	ATTEST: JENNIFER BURNS, CLERK OF THE BOARD OF SUPERVISORS
BY:	BY:

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

### **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual





# **Board of Supervisors Agenda Item Report**

Submitting Department: Board of Supervisors Meeting Date: April 11, 2023

#### **SUBJECT**

Administrative Agency: Declaring the Month of April as Sexual Assault Awareness and Prevention in Amador County.

#### Recommendation:

Approval.

### 4/5 vote required:

No

#### **Distribution Instructions:**

Ashley Carnicello, File

#### **ATTACHMENTS**

- SAAM Proclamation.docx
- Sexual Assault Awareness Month Resolution.doc

WHEREAS, April is nationally recognized as Sexual Assault Awareness Month

WHEREAS, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and has public health implications for every community member of Amador County; and

WHEREAS, Nationally 1 in 3 women and 1 in 4 men will experience sexual assault in their lifetime; and

WHEREAS, Operation Care can provide education, outreach programs and services to sexual assault survivors, their families, and community members in Amador County; and

WHEREAS, Every day women, men and children across California suffer the pain and trauma of sexual assault upon survivors and our Amador County communities; and

WHEREAS, Sexual violence affects individuals of all ages, backgrounds and circumstances; and

WHEREAS, According to the Center for Disease Control and Prevention, more than 2 in 5 American Indian and Alaska Native (AI/AN) women were raped in their lifetime; and

WHEREAS, According to The National Intimate Partner and Sexual Violence Survey, 1 in 4 women and 1 in 9 men in the United States reported sexual coercion victimization during his/her lifetime; and

WHEREAS, Every 68 seconds, an American is sexually assaulted; and WHEREAS, According to the Center for Disease Control and Prevention, 1 in 9 female teens and 1 in 36 male teens reported experiencing sexual dating violence in the last year; and

WHEREAS, According to the Department of Justice, females ages 16-19 are 4 times more likely than the general population to be victims of rape, attempted rape, or sexual assault; and

WHEREAS, 50% of Transgender youth reported experiencing sexual violence at some point in their lives; and

WHEREAS, According to The National Intimate Partner and Sexual Violence Survey, over 40% of the LGBT community surveyed have experienced some form of sexual violence; and

WHEREAS, According to the California Sexual Assault Coalition (VALOR), incidences of sexual harassment, in California, are 5% higher for women and 10% higher for men than the national average; and

WHEREAS, According to the Department of Justice, California has the second highest number of forcible rape cases in the United States, with 13,449 reported in 2020; and

WHEREAS, The establishment of Sexual Assault Awareness Month will benefit schools, communities, families, and all youth; now,

THEREFORE, BE IT HEREBY RÉSOLVED, That the Amador County Board of Supervisors calls upon the people of Amador County, including schools, community groups, families, and youth to observe Sexual Assault Awareness Month, in April, with programs and activities that raise awareness about the dynamics of sexual assault, keeping our community members safe from this crime and to stand with survivors of sexual assault; and

BE IT FURTHER RESOLVED, That the Amador County Board of Supervisors do hereby find that the Legislature proclaims the month of April 2023 as Sexual Assault Awareness Month, and supports Operation Care and urges all of the people of Amador County to increase awareness about sexual violence, decrease its frequency, hold offenders accountable, support survivors and heal lives.

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

IN	TI	ΗE	MA	$\Gamma T I$	ER.	OF:

RESOLUTION DECLARING THE MONTH OF APRIL AS	)	
SEXUAL ASSAULT AWARENESS AND PREVENTION	)	RESOLUTION NO. 23-00X
IN AMADOR COUNTY	)	

WHEREAS, April is nationally recognized as Sexual Assault Awareness Month, and is intended to draw attention to the fact that sexual violence is widespread and has public health implications for every community member of Amador County. Nationally 1 in 3 women and 1 in 4 men will experience sexual assault in their lifetime. Operation Care can provide education, outreach programs and services to sexual assault survivors, their families, and community members in Amador County. Every day women, men and children across California suffer the pain and trauma of sexual assault upon survivors and our Amador County communities. Sexual violence affects individuals of all ages, backgrounds and circumstances. According to the Center for Disease Control and Prevention, more than 2 in 5 American Indian and Alaska Native (AI/AN) women were raped in their lifetime; and

WHEREAS, According to The National Intimate Partner and Sexual Violence Survey, 1 in 4 women and 1 in 9 men in the United States reported sexual coercion victimization during his/her lifetime and every 68 seconds, an American is sexually assaulted. According to the Center for Disease Control and Prevention, 1 in 9 female teens and 1 in 36 male teens reported experiencing sexual dating violence in the last year. According to the Department of Justice, females ages 16-19 are 4 times more likely than the general population to be victims of rape, attempted rape, or sexual assault. WHEREAS, 50% of Transgender youth reported experiencing sexual violence at some point in their lives. According to The National Intimate Partner and Sexual Violence Survey, over 40% of the LGBT community surveyed have experienced some form of sexual violence. According to the California Sexual Assault Coalition (VALOR), incidences of sexual harassment, in California, are 5% higher for women and 10% higher for men than the national average. WHEREAS, According to the Department of Justice, California has the second highest number of forcible rape cases in the United States, with 13,449 reported in 2020. The establishment of Sexual Assault Awareness Month will benefit schools, communities, families, and all youth.

THEREFORE, BE IT HEREBY RESOLVED That the Amador County Board of Supervisors calls upon the people of Amador County, including schools, community groups, families, and youth to observe Sexual Assault Awareness Month, in April, with programs and activities that raise awareness about the dynamics of sexual assault, keeping our community members safe from this crime and to stand with survivors of sexual assault; and that the Amador County Board of Supervisors do hereby find that the Legislature proclaims the month of April 2023 as Sexual Assault Awareness Month, and supports Operation Care and urges all of the people of Amador County to increase awareness about sexual violence, decrease its frequency, hold offenders accountable, support survivors and heal lives.

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 11th day of April, 2023, by the following vote:

Jeffrey Brown, Brian Oneto, Patrick Crew, Frank Axe, Richard Forster AYES:

NOES: None ABSENT: None

Jeffrey Brown, Chairman, Board of Supervisors

ATTEST:

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

# **Board of Supervisors Agenda Item Report**

Submitting Department: Building Meeting Date: April 11, 2023

#### **SUBJECT**

Building Department: Agreement to Limit Use of Agricultural Structure for AG233525

#### Recommendation:

Adopt the Resolution and authorize the Chairperson to sign the "Agreement to Limit Uses of Agricultural Structure".

#### 4/5 vote required:

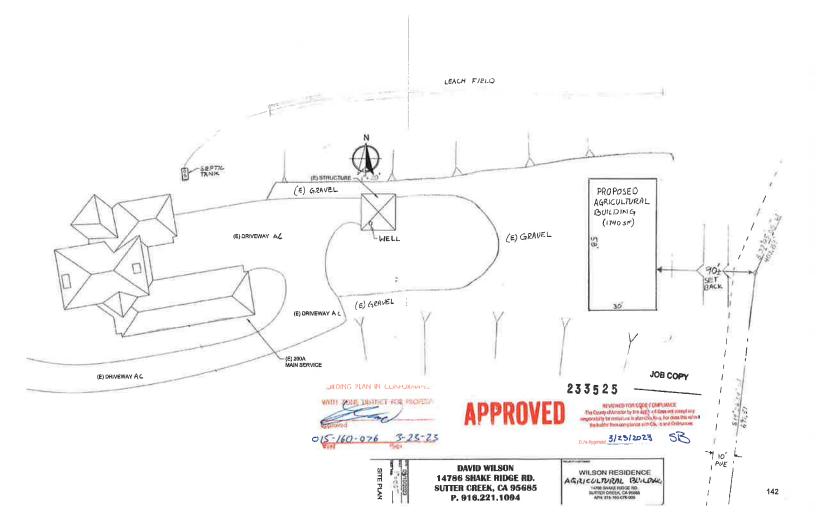
No

#### **Distribution Instructions:**

Once Agreement is signed, return to Building Dept. w/certified Resolution & Acknowledgment of the Chairperson's signature.

#### **ATTACHMENTS**

- 233525.APPROVED PLOT PLAN.03.23.2023.pdf
- AG233525.ATF.pdf
- AG233525.NOTARIZED AGREEMENT.pdf
- AG233525.RESOLUTION.docx



# **AGENDA TRANSMITTAL FORM**

	AGENDA	IRANSIMI	TIAL FURIN	Regular Agenda
To: Board	of Supervisors			Consent Agenda Blue Slip
Date:				Closed Session
Laut Faud				Meeting Date Requested:
From: Lori Ford	partment Head - please type)	Pr	none Ext. 422	11/09/2021
	Signature			
Agenda Title: Buildin	g Department: Agreement to Limit Use	of Agricultural Struc	ture for AG210658 - FERDANI	
The Ferdani's have so documents including	tailed summary of the purpose of this ubmitted an application for an A g a signed and notarized "AGREE ty Code Section 15.04.040. Subje	ngricultural Exem EMENT TO LIMIT	nption (AG210658) and have USES OF AGRICULTURAL STR	RUCTURES" (attached) for recording
	uested Action: n and authorize the Chairperson budget transfer form if appropriate)	to sign the "Agr	reement to Limit Uses of Agric Staffing Impacts NONE	cultural Structure".
NONE				
Is a 4/5ths vote require  Committee Review?  Name  Committee Recommen	Yes No 🗵	N/A 🔲	Contract Attached: Resolution Attached: Ordinance Attached Comments:	Yes
Request Reviewed by	:			
Chairman		Counsel		
-			rector	
ž-				
CAO		KISK Ma	inagement	
Distribution Instructions	s: (Inter-Departmental Only, the reque	sting Department is	s responsible for distribution outsic	de County Departments)
Once Agreement is	signed, return to Building Dept.	w/certified Reso	lution & Acknowledgment of	f the Chairperson's signature.
	F	OR CLERK US	E ONLY	
Meeting Date		Time		tem#
-		-		
Board Action: Appr	roved Yes No Unan	imous Vote: Yes_	No	
Ayes;	Resolution	Ordinand	ce	Other:
Noes		Ordinand	e	
Absent:	Comments:	I horeby as the	his is a two and accord	ption(a) taken and entered into the effect t
Distributed on	A new ATF is required from		his is a true and correct copy of ac mador County Board of Superviso	ction(s) taken and entered into the official rors.
	Department			
Completed by	For meeting	2.77		
	of	Clerk	or Deputy Board Clerk	14

Save ....

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Amador County Building Department 810 Court Street Jackson, CA 95642

APN: 015-160-076-000

Site Address: 14786 SHAKE RIDGE ROAD Agricultural Building Permit Exemption No:

AG233525

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

#### AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is effective as of April 11th, 2023 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and David A. Wilson and Laurie J. Andreoni, Trustees of the Wilson-Andreoni Joint Living Trust ("Owner").

#### **RECITALS**

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

#### PARCEL A:

PARCEL 3 OF PARCEL MAP NO. 2670 FOR WAYNE J. HAVENS, TRUSTEE OF THE WAYNE J. HAVEN REVOCABLE TRUST DATED AUGUST 28, 2006 FILED FOR RECORD SEPTEMBER 7, 2007 IN BOOK 59 OF MAPS AND PLATS AT PAGE 94, AMADOR COUNTY RECORDS.

#### PARCEL B:

A 50 FOOT PRIVATE ACCESS AND P.U.E TO PARCELS 3 AND 4 AS SHOWN AND DESIGNATED ON PARCEL MAP NO. 2670, FILED FOR RECORD SEPTEMBER 7, 2007 IN BOOK 59 OF MAPS AND PLATS AT PAGE 94, AMADOR COUNTY RECORDS.

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

- B. Owner understands and agrees that the exempted agricultural structure can only be used as provided in Amador County Code Chapter 15.04 and that any violation of the conditions under which the Agricultural Building Permit was granted may void the exemption.
- C. As a condition of issuance of the Agricultural Building Permit Exemption, the County requires that the restrictions on the use of the structure and all further obligations of Owner set forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the property will be made aware of them.

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

NOW, THEREFORE, the parties agree as follows:

- 1. <u>Recitals</u>. The parties acknowledge the truth of the recitals set forth above, which are incorporated into this Agreement.
- 2. Restriction on Use of Agricultural Structure. Owner agrees that in no event shall the exempted agricultural structure be used for any purpose other than to house farm implements, hay, grain, poultry, livestock or horticultural products. The structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated, or packaged. Employees may only enter the structure on an occasional basis to store or remove equipment or otherwise perform tasks of a limited duration that require infrequent access to the structure. The structure shall not be a place used by the public.

#### Additional Obligations of Owner.

- 3.1 Owner understands and agrees that despite an exemption from obtaining a permit, the exempted agricultural structure shall be constructed in compliance with Chapter 15.04 of the Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.
- 3.2 Owner understands and agrees that any violation of this Agreement or other condition under which the Agricultural Building Permit Exemption was granted may, at the County's sole discretion, void the exemption.
- 3.3 Owner acknowledges that if the Agricultural Building Permit Exemption becomes void, Owner shall be required to remove the structure or fully permit the structure (building permit application, plan check, inspection process, etc.) and pay all fees then in effect.
- 3.4 Owner agrees to indemnify the County of Amador and its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers and employees arising from performance or non performance of its obligations under this Agreement.
- 4. <u>County's Remedies Upon Default.</u> Owner acknowledges that any violation of this Agreement shall constitute a public nuisance. Upon any violation of this Agreement, the County may pursue any remedies provided by statute or ordinance. In addition to all other remedies provided by law, Owner further agrees that the County or any governmental entity having jurisdiction may obtain immediate injunctive relief against any use of the agricultural structure that is inconsistent with this Agreement.
- 5. <u>Covenant Running with the Land</u>. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the

Property, unless and until the exempted agricultural structure is either (i) removed from the property, or (ii) fully permitted by the County.

- 6. <u>No Waiver of Remedies.</u> Failure to exercise any remedy provided for in this Agreement shall not, under any circumstances, be construed as a waiver of the remedy.
- 7. <u>Entire Agreement</u>. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or written agreements, if any, between the parties.

COUNTY:	OWNER: DAVID A. WILSON and LAURIE J. ANDREONI, Trustees of the Wilson-Andreoni-Joint Living Trust
BY:	DAVID A. WILSON  Date of Signature: MAIZ 23, 2023
Date of Signature:	BY: LAURIEJ. ANDREONI  Date of Signature: 3-23-2023
APPROVED AS TO FORM: GREGORY GILLOTT, AMADOR COUNTY COUNSEL	ATTEST: JENNIFER BURNS, CLERK OF THE BOARD OF SUPERVISORS
BY:	BY:

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

### **ACKNOWLEDGMENT**

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

validity of that document.	
State of California County of	
On March 23, 2023 before me,	Linda D Jamison, Notary Public (insert name and title of the officer)
personally appearedDavid A Wilson and Lau	ırie J Andreoni
who proved to me on the basis of satisfactory evisubscribed to the within instrument and acknowle his/her/their authorized capacity(ies), and that by person(s), or the entity upon behalf of which the	dence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the
WITNESS my hand and official seal.	LINDA D. JAMISON COMM. #2370556 Notary Public · California Mandor County Comm. Expires Sept. 8, 2025
Signature	(Seal)

## Recording requested by: BOARD OF SUPERVISORS

When recorded send to: BUILDING DEPARTMENT

	THE BOARD OF SU Y OF AMADOR, STA		
IN THE MATTER OF:			
RESOLUTION AUTHORIZING RECO AGREEMENT TO LIMIT USES OF AG STRUCTURE – Wilson-Andreoni Jo	GRICULTURAL	)	RESOLUTION NO. 23-xxxx
WHEREAS Wilson-Andreon: structure on his/her/their Property and ha			
WHEREAS, Owner has applied conditions of the Application for the Per		emption and ha	s complied satisfactorily with all other
WHEREAS, an Agreement to I County Code Chapter 15.04.040 and w meeting; and			for AG233525 is required by Amador visors at their MARCH 28TH, 2023
WHEREAS, Owner understand provided in said Amador County Code Agricultural Building Permits was grante	Chapter 15.04.040 and	that any violati	cultural structure can only be used as ion of the conditions under which the
THEREFORE, BE IT HEREBY said Board does hereby approve the Agra Number AG233525 by and between the therein as it relates to Building Permit N	eement to limit uses of County of Amador and	an exempt agric	
BE IT FURTHER RESOLVED said Agreement on behalf of the County		said Board is h	nereby authorized to sign and execute
The foregoing resolution was do at a regular meeting thereof, held on the			Supervisors of the County of Amador vote:
AYES:			
NOES:			
ABSENT:			
	Jeffrey Brown Chair, Board of	Supervisors	
ATTEST:			
JENNIFER BURNS, Clerk of the Board of Supervisors, Amador County, O	California		
By:			

(Resolution No. 23-xxx) (DATE00/00/2023)

### **Board of Supervisors Agenda Item Report**

Submitting Department: Building Meeting Date: April 11, 2023

#### **SUBJECT**

Building Department-Limited Density Owner-Built Rural Dwelling / LD221882 - GLLMAN

#### Recommendation:

Adopt the resolution and authorize the Chairperson to sign the "Agreement".

#### 4/5 vote required:

No

#### **Distribution Instructions:**

Once Agreement is signed, return to Building Dept w/certified Resolution & Acknowledgment of the Chairperson's signature.

#### **ATTACHMENTS**

- LD221882.NOTARIZED AGREEMENT.pdf
- LD221882-RESOLUTION.docx
- ld221882.approved plot plan.pdf

## RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Amador County Building Department 810 Court Street Jackson, CA 95642

APN: 020-010-004-000

Limited Density Rural Dwelling: LD221882

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

#### **AGREEMENT**

This Agreement is effective as of April 11<sup>th</sup>, 2023 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Beau P. Gillman and Marci J. Gillman, ("Owner").

#### RECITALS

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

#### **EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF AMADOR, STATE OF CALIFORNIA, ANDIS DESCRIBED AS FOLLOWS:

THE NORTHWEST ¼ OF THE SOUTHEAST ¼, THE SOUTHWEST ¼ OF THE NORTHEAST ¼, AND THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 16, T.6N., R.11E., M.D.M.

EXCEPTING THEREFROM ALL THT PORTION THEREOF CONVEYED TO NICOLA PEIRANO BY DEED RECORDED DECEMBER 8, 1892 IN BOOK 8 OF DEEDS, PAGE 173, RECORDS OF AMADOR COUNTY.

Owner desires to construct a Limited Density Owner-Built Rural Dwelling on the Property and has applied for a Limited Density Owner-Built Rural Dwelling Building Permit. This Limited Density Owner Built Rural Dwelling is constructed according to the 1985 California Building Code Cycle.

- B. Owner understands and agrees that the Limited Density Owner-Built Rural Dwelling can only be used as provided in Amador County Code Chapter 15.10 and that any violation of the conditions under which the Limited Density Owner-Built Rural Dwelling was granted may void the permit.
- C. As a condition of issuance of the Limited Density Owner-Built Rural Dwelling, the County requires that the restrictions on the use of the structure and all further obligations of Owner set

forth in this Agreement run with the land and be made a matter of public record so that any future purchasers of the Property will be made aware of them.

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

#### NOW, THEREFORE, the parties agree as follows:

- 1. <u>Recitals</u>. The parties acknowledge the truth of the recitals set forth above, which are incorporated into this Agreement.
- 2. Restriction on Use of Limited Density Owner-Built Rural Dwelling. The structure permitted under this section shall be owner-built, owner-occupied and used only for single family residential purposes. The sale, lease, renting or employee occupancy of owner-built structures within three years of a Certificate of Occupancy shall be presumptive evidence that the structure was erected for the purpose of sale, lease or renting.

#### Additional Obligations of Owner.

- 3.1 Owner understands and agrees that the structure permitted as a Limited Density Owner-Built Rural Dwelling, shall be constructed in compliance with Chapter 15 of the Amador County Code, and all other applicable laws of Amador County, the State of California and any federal laws that may apply.
- 3.2 Owner acknowledges that if the Limited Density Owner-Built Rural Dwelling permit becomes void or expired, Owner shall be required to remove the structure or fully permit the structure and pay all fees then in effect.
- 3.4 Owner agrees to indemnify the County of Amador and its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers and employees arising from performance or non performance of the its obligations under this Agreement.
- 4. <u>County's Remedies Upon Default</u>. Owner acknowledges that any violation of this Agreement shall constitute a public nuisance. Upon any violation of this Agreement, the County may pursue any remedies provided by statute or ordinance. In addition to all other remedies provided by law, Owner further agrees that the County or any governmental entity having jurisdiction may obtain immediate injunctive relief against any use of the structure that is inconsistent with this Agreement.
- 5. <u>Covenant Running with the Land</u>. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the Property, unless and until the Limited Density Owner-Built Rural Dwelling is either (i) removed from the property, or (ii) fully upgraded and permitted to the current building code by the County.

- 6. <u>No Waiver of Remedies.</u> Failure to exercise any remedy provided for in this Agreement shall not, under any circumstances, be construed as a waiver of the remedy.
- 7. Entire Agreement. This Agreement contains the entire agreement of the parties respecting its subject matter, and supersedes any and all prior discussions, representations, and oral or written agreements, if any, between the parties.

COUNTY:	OWNER: Beau P. Gillman and Marci J. Gillman, Husband and wife as joint tenants
BY:	Beau P. Gillman
Date of Signature:	Date of Signature: 3/27/23
	BY: Marci J. Gillman  Date of Signature: 3/27/23
APPROVED AS TO FORM: GREG GILLOTT, AMADOR COUNTY COUNSEL	ATTEST: JENNIFER BURNS, CLERK OF THE BOARD OF SUPERVISORS
DV.	DV.

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189 xince construction and the c

document to which this certificate is attached, and not	ate verifies only the identity of the Individual who signed the the truthfulness, accuracy, or validity of that document.	
State of California	)	
County of a Mador	1	
	unon Patricia glavenice, Nota	21
Date Delore me, OVCA	Here Insert Name and Title of the Officer	211
Personally appeared Beau	P. gillman	VE
Marci J.	gi Name(s) of Signer(s)	•
the within instrument and acknowledged to me that	ence to be the person(s) whose name(s) is/are subscribed to at he/she/they executed the same in his/her/their authorized in the instrument the person(s), or the entity upon behalf of .	
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
SHANNON PATRICIA GLAVENICH Notary Public - California Amador County Commission # 2367276 My Comm. Expires Jul 22, 2025	Signature  Signature of Notary Public	E 20
Place Notary Seal Above		
Though this section is optional, completing th	OPTIONALhis information can deter alteration of the document or	
fraudulent reattachment of	this form to an unintended document.	
Description of Attached Document		
itle or Type of Document	Document Date	
	her Than Named Above	
apacity(ies) Claimed by Signer(s)		
igner's Name	Signer's Name	
LUCTOOTALE UTICEC — UTIGES	Corporate Officer—Title(s) ☐ Partner ☐ Limited ☐ General	
Partner Dimited Departs		
Partner Limited General Individual Attorney in Fact	Individual Attorney in Fact	
Partner Limited General Individual Attorney in Fact Trustee Guardian or Conservator	☐ Indlvidual ☐ Attorney in Fact ☐ Guardian or Conservator	
Partner Limited General Individual Attorney in Fact	☐ Individual ☐ Attorney in Fact ☐ Guardian or Conservator	
Partner Limited General Individual Attorney in Fact Trustee Guardian or Conservator	Individual Attorney in Fact Trustee Guardian or Conservator Other	s:

Recording requested by: BOARD OF SUPERVISORS

When	record	ed se	nd to	):
BUIL	DING:	DEPA	ART	MENT

BUILDING DEPARTMENT
BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF AMADOR, STATE OF CALIFORNIA
IN THE MATTER OF:
RESOLUTION AUTHORIZING RECORDATION OF  AGREEMENT TO CONSTRUCT A LIMITED DENSITY OWNER- )  BUILT RURAL DWELLING – Beau P. Gillman and Marci J. Gillman )
WHEREAS Beau P. Gillman and Marci J. Gillman, ("Owner"), desires to construct a Limited Density Owner-Built Rural Dwelling on 11501 Raggio Road, Jackson CA, 95642 property; and
WHEREAS, Owner has applied for a Limited Density Owner-Built Rural Dwelling Building Permit and has complied satisfactorily with all other conditions of the Application for the Permit; and
WHEREAS, an Agreement, to construct a Limited Density Owner-Built Rural Dwelling as required by Amador County Code Section 15.10.160, was approved by the Board of Supervisors at their April 11th, 2023 meeting for Building Permit #LD221882; and
WHEREAS, Owner certifies that the Limited Density Owner-Built Rural Dwelling authorized pursuant to Article 8 of Title 25 of the California Code of Regulations is constructed according to the 1985 Uniform Building Code Cycle.
THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Limited Density Owner-Build Rural Dwelling Agreement by and between the County of Amador and Beau P. Gillman and Marci J. Gillman on the terms and conditions contained therein as it relates to Building Permit #LD221882.
BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign, execute and record said Agreement on behalf of the County of Amador.
The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amado at a regular meeting thereof, held on the 11 <sup>th</sup> day of April, 2023 by the following vote:
AYES;
NOES:

NOES:

ABSENT:

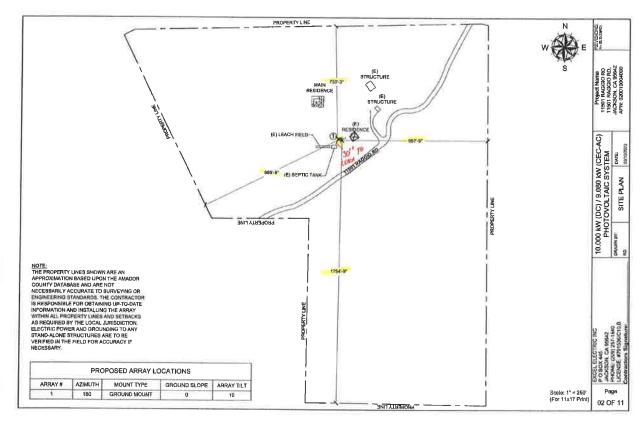
Jeffrey Brown
Chair, Board of Supervisors

ATTEST:

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

By: \_\_\_\_\_\_\_

(Resolution No. 22-xxx)



## **APPROVED**

JOB COPY

221182

Kuta Pun P 020 010-004 3/14/23

### **Board of Supervisors Agenda Item Report**

Submitting Department: Administration Meeting Date: April 11, 2023

#### **SUBJECT**

Budget transfer from Contingencies to Facilities to cover FY 22/23 payment for the solar O&M agreement with SitelogIQ. The Operations and Maintenance portion of the new solar installation was not included in the 22/23 budget.

#### Recommendation:

Approve

#### 4/5 vote required:

No

#### **Distribution Instructions:**

Budget Analyst, Auditor

#### **ATTACHMENTS**

- BT 7899 to 1700 03.23.23.pdf
- BOS Memo Budget Transfer to Dept 1700 03.24.23.pdf

		<u></u>	OR (CHECK	ANSFER REQUE ONLY ONE) REASE REQUE			
DATE: 03/24/2	023	_					
REQUESTED BY:	Kim Holla	nd, Budge	et Analyst	DEPA	RTMENT: 1700	)	
APPROVED BY:							
ADMINISTR	ATIVE OFFICER:					Date:	
ADMINISTRATI\	/E COMMITTEE:					Date:	
BOARD OF SUPERVISORS: Date:							
AUDITO	AUDITOR/CONTROLLER: Date: Journal No.:						
BUDGET APPROPRIATIONS REVENUE APPR			OPRIATIONS				
DEPARTMENT #	ACCOUNT #	INCREASE \$	DECREASE \$	FUND/DEPT#	REVENUE #	INCREASE \$	DECREASE \$
1700	52336	23,853.00					
7899	59500		23.853.00				

	BODGET AT TROT MATIONS			REVENUE AFFROFRIATIONS			
DEPARTMENT #	ACCOUNT #	INCREASE \$	DECREASE \$	FUND/DEPT#	REVENUE #	INCREASE \$	DECREASE \$
1700	52336	23,853.00					
7899	59500		23,853.00				
				,			

#### **REASON FOR THE REQUEST:**

Request a transfer from Contingencies to Facilities to cover the FY 22/23 cost of the Sitelogiq Agreement for the solar O&M.

The annual cost for this agreement will be included in the Facilities budget going forward.

#### BUDGET TRANSFER:

TRANSFERS BETWEEN OBJECTS: SALARIES & BENEFITS TO SERVICES & SUPPLIES - COUNTY ADMINISTRATOR APPROVAL

TRANSFERS WITHIN OBJECTS: OFFICE EXPENSE TO TRAVEL - COUNTY ADMINISTRATOR APPROVAL

FIXED ASSETS: COUNTY ADMINISTRATOR APPROVAL - UNLESS NON BUDGETED FUNDS ARE REQUIRED, THEN BOARD OF SUPERVISORS APPROVAL

#### BUDGET INCREASE:

TOTAL DOLLARS BUDGET INCREASE - BOARD OF SUPERVISORS APPROVAL

#### **REVENUE APPROPRIATIONS:**

IF REVENUE IS BEING TRANSFERRED FROM A DIFFERENT FUND OR A TRUST FUND, IN ADDITION TO THIS FORM, A JOURNAL IS NEEDED TO EXECUTE THE TRANSFER

Revised 7/25/2019



County Administration Center 810 Court Street • Jackson, CA 95642-9534

Telephone: (209) 223-6470 Facsimile: (209) 257-0619

Website: www.co.amador.gov.org

#### **MEMORANDUM**

TO:

Amador County Board of Supervisors

FROM:

Kim Holland, Budget Analyst

DATE:

March 24, 2023

RE:

Budget Transfer from Contingencies to Facilities

In June of 2020, the County entered into a ten-year operations and maintenance agreement with Famand Inc. dba SitelogIQ for the new photovoltaic solar electric systems installed at County facilities. The O&M agreement became active upon completion of the installation triggering the first payment in FY 22/23, which had not been included in the budget. The attached budget transfer, if approved, will transfer Contingency funds to the Facilities budget to cover the first annual payment of the O&M agreement. The annual payment will be included in future budgets.

#### **Recommendation:**

Approve the budget transfer to Dept. 1700-52336

**Attachment:** Budget Transfer

## **Board of Supervisors Agenda Item Report**

Submitting Department: Board of Supervisors Meeting Date: April 11, 2023

#### **SUBJECT**

Code Enforcement: Approval of an agreement between Amador County Code Enforcement and San Joaquin County Office of Education (DBA-Greater Valley Conservation Corps).

#### Recommendation:

Approval

#### 4/5 vote required:

No

#### **Distribution Instructions:**

Michelle Gallaher-Code Enforcement

#### **ATTACHMENTS**

• GVCC Contract for community clean ups.pdf





#### SERVICE AGREEMENT

THIS AGREEMENT, made as of March 21, by and between, Amador County Code Enforcement Department its principal offices at 810 Court St, Jackson, CA 95642 (hereinafter referred to as "Sponsor"), and San Joaquin County Office of Education (DBA-Greater Valley Conservation Corps) (hereinafter referred to as "Contractor"). Sponsor and Contractor, individually, are sometimes referred to as "Party" and collectively referred to as "Parties" in this Agreement.

1.	Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree?
2	If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? $\square$ Yes $\square$ No N/A
	WHEREAS, the Greater Valley Conservation Corps is under the authority of, and operates as a program of, the San Joaquin County Office of Education, referenced pursuant to this Agreement as "Contractor"; and

WHEREAS, Contractor desires to provide the Services for Sponsor.

NOW, THEREFORE, Contractor and Sponsor, each in consideration of the covenants of the other hereinafter set forth, agree as follows:

- 1. **TERM**. The term of this Agreement shall commence as of the date set forth at its beginning and shall terminate on <u>June 30, 2024</u> unless cancelled by either Party with a 30-day written notice to the other Party, as described herein, or unless provided by a newly executed Extension of Agreement agreed to by both Parties.
- 2. **SCOPE OF SERVICE.** During the term of this Agreement, the Contractor shall provide Services as delineated in Exhibit A attached to and incorporated herein by reference (hereinafter "Services").
- 3. **COMPENSATION.** For the proper performance of the Services, Sponsor shall compensate Contractor in accordance with the schedule delineated in Exhibit B, attached to and incorporated herein by reference (hereinafter "Compensation.")

Contractor will invoice Sponsor monthly or upon completion of the project for the services described in Exhibit A. Payment is due upon receipt of invoice.

- 4. **PERFORMANCE.** The Contractor shall only be responsible for performing those Services expressly set forth in the Scope of Services. The Contractor will perform the Services in accordance with the terms set forth in the applicable Scope of Services, this Agreement and any applicable laws, regulations and ordinances.
- 5. NON-DISCRIMINATION COMPLIANCE. The Parties agree not to discriminate on the basis of race, gender, religion, marital status, age, national origin or ethnicity, physical or mental disability, medical condition, sexual orientation or any other consideration regulated by federal, state or local laws in the solicitation, selection, hiring or treatment of employees, subcontractors, vendors or suppliers.
- 6. ACCEPTANCE. Upon completion of the Services under the applicable Scope of Services, the Services, shall be deemed complete, final and accepted by Sponsor unless Sponsor reasonably believes that the Services did not conform to the specifications set forth in the applicable Scope of Services and notifies the Contractor, within a reasonable period of time acceptable to the Contractor, of such non conformance. The Parties shall discuss any alleged non-conforming Services in good faith. If the Parties agree that such Services did not conform to the specifications set forth in the applicable Scope of Services, the Parties shall extend the delivery date for such Services and Sponsor shall not be charged for any subsequent Services performed by the Contractor required to complete such Services.
- 7. CONFIDENTIALITY. Contractor, its employees and agents, shall treat and maintain as confidential property any information regarding Sponsor's plans, programs, costs, or clients which may be disclosed to or come within the knowledge of, Contractor, its employees and agents, and not use or disclose to others, except as is necessary to perform said Services hereunder, and then only on a confidential basis that is satisfactory to Sponsor. Further, the Parties shall comply with all State and Federal policies, regulations, and statutes related to the privacy and confidentiality of pupil records.
- 8. **CONDUCT OF PERSONNEL.** While at Sponsor's premises, each of the Parties agree that it, and its personnel and Subcontractors, shall (i) comply with all reasonable requests, rules, or regulations of the other Party regarding safety and health and personal and professional conduct applicable to such premises; and (ii) otherwise conduct themselves in a professional manner. Contractor shall not be responsible or liable to Sponsor for any damage to or destruction of Sponsor property, or personal property of Sponsor's employees, invitees, or other parties on the premises.
- 9. INDEMNIFICATION. Contractor shall defend, indemnify and hold harmless the other Party and their respective officers, directors, members, employees, and assigns from and against all claims, actions, damages, losses and expenses, including court costs and reasonable fees and expenses of attorneys, arising out of or resulting from the performance of this Agreement, except liabilities or claims arising from the gross negligence or willful misconduct of the Party, or any of the Party's individuals described herein. Likewise, the Party shall defend, indemnify and hold harmless Contractor and its respective officers, directors, members (including students), employees, and assigns from and against all claims, actions, damages, losses and expenses, including court costs and

reasonable fees and expenses of attorneys, arising out of or resulting from the performance of this Agreement, except liabilities or claims arising from the gross negligence or willful misconduct of the Contractor, or any of the Contractor's individuals described herein.

- 10. FINGERPRINTING. For any individual who supervises, or has substantial contact with, pupils under the age of 18, providing services pursuant to this Agreement, the Parties shall comply with all State and County Office requirements for fingerprinting. Individuals who have limited contact with pupils and are not fingerprinted shall only work with pupils providing services pursuant to this Agreement under the direct supervision of a Contractor-assigned supervisor or other employee of the San Joaquin County Office of Education.
- 11. INSURANCE: Contractor shall not begin the Services under this Agreement until:
  - (a) it has furnished certificates of insurance in the amount provided below, and
  - (b) such insurances and the certificates have been approved by Sponsor, consistent with the minimum requirements set forth herein.

The certificates of insurance cannot be canceled, non renewed or materially changed except after thirty (30) calendar days' prior written notice by the Contractor to the Sponsor named in Section 12. NOTICE, herein. Additionally, during the term of this Contract, Contractor shall provide further certificates to Sponsor at least seven (7) days prior to expiration dates shown on certificates evidencing that the insurance required herein is in effect after said dates.

Contractor shall hold and maintain for the life of this Agreement (at its own expense unless otherwise specifically set forth) at least the following insurance:

COVERAGE	LIMITS
(a) Worker's Compensation	Statutory
(b) Employer's Liability	\$200,000 each accident
(c) Comprehensive or Commercial General Liability (Bodily Injury and Property Damage)	\$1,000,000 each occurrence combined single limit
(d) Comprehensive or Commercial Automobile Liability (Bodily Injury and Property Damage)	\$1,000,000 each occurrence combined single limit

12. **NOTICE**: Except as otherwise specifically provided, any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person, transmitted by facsimile, email, or if deposited in the United States mails, postage prepaid, for mailing by first-class registered or certified mail, addressed as follows:

If to Sponsor, it shall be addressed to:

Michelle Gallaher Amador County Code Enforcement Department 810 Court St. Jackson, CA 95642

If to Contractor, it shall be addressed to:

Nicholas Mueller San Joaquin County Office of Education (dba Greater Valley Conservation Corps) PO Box 213030 Stockton, CA 95213-9030

or to such other address or individual as either Party may specify from time to time by written notice given by such Party.

13. TERMINATION/SUSPENSION. Either Party may, at any time, terminate this Agreement in whole or in part, by providing the other Party with a 30-day written notice, sent by Certified Mail. If Sponsor terminates for any reason other than an alleged breach of contract, Sponsor will reimburse Contractor those costs not in excess of the amount specified in Exhibit A which were previously incurred by Contractor in good faith in connection with the Services. Except for circumstances beyond the reasonable control of Sponsor, if the Services are suspended, delayed or interrupted by Sponsor and if Contractor is authorized by Sponsor to resume the Services, an equitable adjustment will be made to the amount specified in Exhibit A.

If either Party alleges a breach of contract, the Party alleging the breach shall give written notice thereof to the other Party and the Agreement shall terminate thirty (30) days after issuance of the notice, unless the breach is cured within seven (7) days.

- 14. STANDARD OF CARE. Contractor agrees that it will perform the Services in a good and workmanlike manner, use sound principles and practices in the performances of the Services to be provided hereunder, and will exercise high standards of skill, care and diligence in the performance of the Services. Contractor shall be responsible for responding to and attempting to resolve any complaints arising from Contractor's performance hereunder. Where Sponsor determines that any complaint should be handled by Sponsor rather than by Contractor, Contractor shall immediately cease in its handling of the complaint and shall cooperate in good faith, and to the extent practical, with Sponsor's handling of the complaint.
- 15. INDEPENDENT CONTRACTOR. Contractor shall not be deemed to be an agent, employee, partner, or joint venture of Sponsor by virtue of the relationship established hereunder, and Contractor shall have no authority to enter into any agreements or understandings on behalf of Sponsor or to otherwise obligate or bind Sponsor to any contract, obligation, or undertaking whatsoever, except as may be otherwise set forth herein.

Contractor shall at all times be acting and performing as an independent contractor with respect to Sponsor, performing services in accordance with its own judgment as to the method of rendering such service. Contractor shall not be entitled to participate in any benefit plans maintained by Sponsor for its employees, nor shall Sponsor make any deduction for payroll taxes, unemployment or workers compensation insurance, pensions, annuities, or benefits measured by wages, salary or other compensation paid to Contractor. Contractor shall not have any claim against Sponsor for vacation pay, sick leave, retirement benefits, social security, workers compensation, disability or employee insurance benefits or any other employee benefits of any kind or nature. Contractor shall not have the right to assign this Agreement nor appoint any sub-Contractors, unless mutually agreed upon, with terms set forth in writing.

- 16. RELATIONSHIP OF PARTIES: The sole relationship between the Parties is that of independent contractor, as set forth in this Agreement, and no partnership, joint venture, fiduciary or other relationship is intended or created between the Parties. Contractor understands and agrees that the Parties are sophisticated business persons or entities negotiating and agreeing at arms-length. Contractor represents that Contractor has read and understood each and every term and condition of this Agreement, including any exhibits, and has consulted with, or has had adequate opportunity to consult legal counsel prior to and regarding the terms and conditions of this Agreement, including any exhibits, shall not be subsequently construed against either Party and that this Agreement shall be treated as if mutually drafted by the Parties.
- 17. COMPLIANCE WITH LAWS: Contractor shall comply with all Federal, State, and local statutes, laws, ordinances, regulations, rules and codes applicable to the Services.
- 18. CONSTRUCTION; SEVERABILITY. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the Parties to this Agreement, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.
- 19. REMEDIES. Except where otherwise specified, the rights and remedies granted to a Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the Party may possess at law or in equity.
- 20. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of California, United States.
- 21. MEDIATION/ARBITRATION. If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in Stockton, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by both Parties. Any controversy or claim arising out of or relating to, this Agreement, or breach thereof, which is not resolved by mediation, shall be settled by Arbitration in Stockton, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the Parties, and a judgment thereon may be entered in any

court having jurisdiction over the subject matter in controversy. The expenses of the Arbitration shall be borne equally by the Parties to the Arbitration, provided that each Party shall pay for and bear the costs of its own experts, evidence and attorney's fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within thirty (30) days of the initial request for mediation.

- 22. FORCE MAJEURE. Neither Party shall be responsible for failure to fulfill its obligations under this Agreement (other than obligations relating solely to the payments of money) if such failure is caused by material events beyond such Party's reasonable control such as terrorism, war, sabotage, insurrection, riots, civil disobedience and the like, acts of governments and agencies thereof, labor disputes, accidents, fires or natural disasters. In such event, the delayed Party shall perform its obligations hereunder promptly after the cause of the failure has abated.
- 23. NO WAIVER. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance.
- 24. AUTHORITY: The signatories hereto decree that they have full authority to enter into this Agreement on behalf of the Parties to this Agreement.
- 25. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements of the Parties with respect to the subject matter hereof. Neither Party shall be bound by any term, condition or other provision, which is different from, or in addition to the provisions of this Agreement, (whether or not it would materially alter this Agreement). No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the Party subject to enforcement of such amendment.

IN WITNESS WHEREOF, Contractor and Sponsor have executed this Agreement effective as of the date set forth at its beginning.

SPONSOR	CONTRACTOR
Amador County Code Enforcement Department	San Joaquin County Office of Education (dba Greater Valley Conservation Corps) Lic# 1075473
Ву:	By:
Print Name: Michelle Gallaher Title: Code Enforcement Officer Date:	Print Name: Nicholas Mueller Title: Director II, GVCC Date:
	By: Print Name: Warren Sun Title: Division Director, SJCOE Date:
	By: Print Name: Rory Storrs Title: Project Leader I, GVCC Date:

## EXHIBIT A SCOPE OF SERVICES

This Scope of Services is dated as of March 21, 2023. This Scope of Services, together with the Sponsor Agreement, is a contract between the said "Sponsor" and San Joaquin County Office of Education, DBA Greater Valley Conservation Corps. ("Contractor"). The "Agreement" contains the full and complete understanding of the Parties and supersedes all prior agreements and understandings between the Parties with respect to the entire subject matter of this Scope of Services. Only a written instrument signed by an authorized representative of each Party may amend this Scope of Services.

The Services to be performed by the Contractor are as follows:

#### Scope of Work

#### **Amador County**

- 1.) GVCC will provide staff and vehicles for collection and transport of all e-waste and also labor for the collection of scrap metal, tires, appliances, trash, paint, green waste and mattresses on Saturday April 29<sup>th</sup> in Pioneer and Saturday June 17<sup>th</sup> in Jackson for the Amador County Code Enforcement Community Cleanup events.
- 2.) GVCC will provide all inventory and proper handling transportation of all electronic waste collected. All E-waste will be sorted and weighed. With all weight totals to be sent to Amador County within 3 business days of event.
- 3.) All GVCC employees will be in GVCC approved uniform, proper PPE, following all event protocols and guidelines.
- 4.) The Event coordinator is responsible for the following:
  - a) securing an event location
  - b) marketing of the event
  - c) traffic flow cones/signage for direction of traffic
  - d) coordinating with Mattress Recycling Council to register event and trailer drop off date and location.
  - e) coordinating delivery and collection of tire collection bin and tire disposal cost

## EXHIBIT B COMPENSATION

Sponsor is to compensate Contractor for the Services in Exhibit A of the Agreement pursuant to the following schedule:

San Joaquin County Office of Education (DBA-Greater Valley Conservation Corps) will invoice the Amador County Code Enforcement Department on the first of the month. Any questions concerning billing should be brought to the attention of San Joaquin County Office of Education (DBA-Greater Valley Conservation Corps)

Hourly Rate Service per crew lead: \$34.00 Overtime Hourly Rate per crew lead: \$45.00

Hourly Rate Service per corpsmember: \$28.00 Overtime Hourly Rate per corpsmember: \$36.00

P.O Box 213030 Stockton, CA 95213-9030 Attention: Nicholas Mueller 209-292-2700

### **Board of Supervisors Agenda Item Report**

Submitting Department: Public Health Meeting Date: April 11, 2023

#### **SUBJECT**

Public Health Approval of Agreement #22-11033 with California Immunization Program

#### Recommendation:

Approve Agreement as Presented

#### 4/5 vote required:

No

#### **Distribution Instructions:**

Return signed pages to Kelli DeBoard in Public Health

#### **ATTACHMENTS**

- BOS Memo Grant #22-11033.doc
- IZ Resolution for Grant #22-11033.doc
- 22-11033 FY 22-23 Five Year Agreement.pdf

## **Amador County Public Health Department**

10877 Conductor Blvd. Suite #400 Sutter Creek, California 95685 Voice (209) 223-6407 Fax (209) 223-1562



#### MEMORANDUM

To:

Amador County Board of Supervisors

From:

Joanne Hasson, Public Health Director

Date:

April 11, 2023

Re:

Approval of Agreement for California Immunization Program #22-11033

Request Board of Supervisors approve Agreement #22-11033 between Amador County Public Health and the California Department of Public Health for the Immunization Local Assistance Grant in the amount of \$1,329,231.50. The term of the grant is from July 1, 2022 to June 30, 2027. The purpose of the grant is to prevent and control Vaccine Preventable Diseases within Amador County.

Requested Action: Approve Agreement as Presented.

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

IN THE MATTER OF:

RESOLUTION APPROVING AGREEMENT #22-11033 WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR THE IMMUNIZATION LOCAL ASSISTANCE GRANT, FISCAL YEARS 22/23 – 26/27

**RESOLUTION NO. 23-**

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve Agreement #22-11033 by and between the County of Amador and the State of California Department of Public Health for the Immunization Local Assistance Grant, in the amount of \$1,329,231.50 for five fiscal years effective July 1, 2022 and terminating June 30, 2027; and

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 11<sup>th</sup> day of April, 2023 by the following vote:

AYES:		
NOES:		
ABSENT:		
	Jeff Brown, Chairperson, Board of Supervisors	
ATTEST:		
JENNIFER BURNS, Clerk of the Board of Amador County, Cali		
Deputy		

#### CALIFORNIA IMMUNIZATION PROGRAM

#### **Awarded By**

# THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department" TO

County of Amador, hereinafter "Grantee"

Implementing the project, "To assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ)," hereinafter "Project"

#### **GRANT AGREEMENT NUMBER 22–11033**

The Department awards this Grant, and the Grantee accepts and agrees to use the Grant funds as follows:

**AUTHORITY:** The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380, which requires immunizations against childhood diseases prior to school admittance and Federal Grant numbers 5 NH23IP922612-04-00, 6 NH23IP922612-02-02, 6 NH23IP922612-02-03, and 6 NH23IP922612-02-04.

**PURPOSE:** The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to assist LHDs in preventing and controlling VPDs in the LHJ. The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

#### **Related Statutes**

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to childcare facilities and schools.

**GRANT AMOUNT:** The maximum amount payable under this Grant Agreement shall not exceed the amount of \$1,329,231.50.

**TERM OF GRANT AGREEMENT:** The term of the Grant shall begin on [July 1, 2022 and terminates on June 30, 2027]. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2027.

## **PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of Amador
Name: Noemi Marin	Name: Joanne Hasson, Public Health Director
Address: 850 Marina Bay Pkwy., Bldg. P, 2 <sup>nd</sup> Fl.	Address: 10877 Conductor Blvd, Suite 400
City, ZIP: Richmond, CA 94804	City, ZIP: Sutter Creek, CA 95685
Phone: (510) 620-3737	Phone: (209) 223-6677
E-mail: noemi.marin@cdph.ca.gov	Email: jhasson@amadorgov.org

#### Direct all inquiries to the following representatives:

California Department of Public Health, Immunization Branch	Grantee: County of Amador	
Attention: Rossana A. Ordonez	Attention: Joanne Hasson, Public Health Director	
Address: 850 Marina Bay Pkwy., Bldg. P, 2 <sup>nd</sup> Fl.	Address: 10877 Conductor Blvd, Suite 400	
City, Zip: Richmond, CA 94804	City, ZIP: Sutter Creek, CA 95685	
Phone: (510) 620-3768	Phone: (209) 223-6677	
E-mail: rossana.ordonez@cdph.ca.gov	Email: jhasson@amadorgov.org	

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address  Grantee: County of Amador		
Address: 10877 Conductor Blvd, Suite 400		
City, ZIP: Sutter Creek, CA 95685		
Phone: (209) 223-6696		
Email:  clark@amadorgov.org		

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

**STANDARD GRANT PROVISIONS.** The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

#### Exhibit A GRANT APPLICATION

(The Grant Application provides the description of the project and associated costs)

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A and/or Exhibit A, Attachment 1, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

#### Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

The approved budget supersedes the proposed budget in the Grant Application

#### Exhibit C STANDARD GRANT CONDITIONS

State of California – Health and Human Services Agency – California Department of Public Health CDPH 1229 (12/2021)

Exhibit D REQUEST FOR APPLICATION (RFA) #22-10537 Exhibit E ADDITIONAL PROVISIONS Exhibit F FEDERAL TERMS AND CONDITIONS GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail. correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations. IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below. Executed By: Date: \_\_\_ Jeff Brown, Chairperson Amador County Board of Supervisors 810 Court Street Jackson, CA 95642 Date: Javier Sandoval, Chief Contracts Management Unit California Department of Public Health 1616 Capitol Avenue, Suite 74.262

P.O. Box 997377, MS 1800- 1804 Sacramento, CA 95899-7377

### **Board of Supervisors Agenda Item Report**

Submitting Department: General Services Administration Meeting Date: April 11, 2023

#### **SUBJECT**

General Services Administration: Dispense with the bidding procedures and; approve purchase of unbudgeted fixed asset for the Sheriff's Department.

#### Recommendation:

1) Dispense with the formal bidding procedures and; 2) Approve the purchase of the unbudgeted fixed asset and; 3) Authorize the Purchasing Agent to facilitate the purchase of one (1) 2023 Jeep Gladiator Rubicon, 4x4, in the amount not to exceed \$75,000.00.

#### 4/5 vote required:

No

#### **Distribution Instructions:**

Jon Hopkins - GSA, Gary Redman - Sheriff, Tacy Rouen - Aud

#### **ATTACHMENTS**

- MEMO Unbudgeted Fixed Asset & SO Vehicle Purchase 3.31.23.pdf
- Memo from Sheriff Redman.pdf
- Signed Exemption Form (1).pdf

#### **GENERAL SERVICES ADMINISTRATION**

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

PHONE: (209) 223-6377 FAX: (209) 223-0749 E-MAIL: dwhitaker@amadorqov.org



#### **SUMMARY MEMORANDUM**

**TO:** Board of Supervisors

FROM: Danielle Whitaker, Purchasing Manager

**DATE:** March 31, 2023

**SUBJECT:** Dispense with the bidding procedures and; approve purchase of unbudgeted fixed

(Inti)

asset.

**Background:** The Sheriff's Office has requested to purchase a 2023 Jeep Gladiator Rubicon, 4x4 Search and Rescue vehicle, (Sheriff Redman's memo attached) as soon as possible. Due to manufacturing delays (up to 250 days), long wait time in production, and trying to expedite the purchase of the needed vehicle, purchasing wishes to purchase the new vehicle from a dealership (three quotes were obtained) versus utilizing the fleet process. This vehicle was not originally budgeted for in the FY 22-23 budget process. The Sheriff's Office has adequate funding for this purchase, not to exceed \$75,000.00. GSA has reviewed and approved the exemption request.

**Subject or Key Issue:** The Sheriff's Office requests the immediate need to purchase a 2023 Jeep Gladiator Rubicon, 4x4 Search and Rescue vehicle to access residents in inclimate weather conditions.

**Analysis:** The value of the purchase exceeds the Purchasing Agent's authority and therefore, must be considered by the Board of Supervisors. Purchasing vehicles at retail and non-competitive acquisitions should be avoided to the greatest extent possible, however, due to the unique nature of this purchase and, the length of time it takes to acquire a fleet vehicle, dispensing with the formal bid procedure is recommended.

Alternatives: Go out to bid for this vehicle.

Fiscal or Staffing Impacts: Sheriff's Office has adequate funding for this purchase.

4/5ths vote: No

**Recommendation(s):** 1) Dispense with the formal bidding procedures and; 2) Approve the purchase of the unbudgeted fixed asset and; 3) Authorize the Purchasing Agent to facilitate the purchase of one (1) 2023 Jeep Gladiator Rubicon, 4x4, in the amount not to exceed \$75,000.00.

Attachments: Memo from Sheriff Redman

Signed Exemption Form

cc: Chuck Iley, CAO
Jon Hopkins, GSA Director
Gary Redman, Sheriff
file



## **INTER-OFFICE MEMORANDUM**

TO:

DAINIELLE WHITAKER, GSA

FROM:

GARY REDMAN, SHERIFF

**SUBJECT:** 

PURCHASE OF 2023 JEEP GLADIATOR RUBICON

DATE:

MARCH 23, 2023

CC:

I would like to purchase a new 2023 Jeep Gladiator Rubicon 4x4 white in color for Search and Rescue. This vehicle will enhance our rescue capabilities and be used be deputies to provide a much greater presence in the up-country area and campgrounds. The purchase will be made from SAR trust 30001-101649. Purchase price including tax and license will not exceed \$75,000.00.

Thank you and please contact me if you have any questions.



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#### **GENERAL SERVICES ADMINISTRATION**

## DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

# EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

Purpose: You must complete this form for any acquisition where the basis for the vendor/contractor is:

1. There is only one specific supply or service that can reasonably meet your needs.

2. There is only one vendor/contractor who can reasonably provide that supply or service.

Requesting Department: Amador County Sheriff's Office Date of Request: March 27, 2023

Contact Name: Gary Redman Phone: 209-223-6500

Estimated Total Cost: \$75,000.00 Proposed Vendor: Thompsons of Playerville

This form must accompany the purchase requisition whenever an exception to State and local laws/policies subject to the competitive bidding/proposal process is requested. Requests for goods and/or services from a specific vendor, or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make competition or alternatives unacceptable. The employee signing the justification must disclose in writing whether or not he/she has a potential or actual conflict of interest. County employees who have a business relationship with or financial interest in the recommended vendor/contractor must disclose the conflict of interest. Any employee with an actual or potential conflict of interest may not participate in the purchase decision.

The Purchasing Agent or authorized designee will determine whether the justification is appropriate. Requests for exception must be supported by factual statements.

_ 8	Sole Sour	ce: Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.
_ 8	Sole Brand	d: Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only.
<u>X</u>	Exception	ns: Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest: Check those that apply.  Expert or specialized professional services Legal printing Legal services Emergency Existing public contract Insurance Existing contract Other, define below
	STRUCTION Please of indicated	check all applicable categories (a. through i.) below and provide additional information where
	a	The requested product is an integral repair part or accessory compatible with existing equipment.

b. The requested product has unique design/performance specifications or quality requirements

c. The requested product is standardized in accordance with Section 3.08.260 and the use of

that are not available in comparable products.

		another brand/model would require considerable time and funding to evaluate and change.
	d.	The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
	e.	The requested product is used or demonstration equipment available at a lower-than-new cost.
	f.	Repair/Maintenance service is available only from manufacturer or designated service representative.
	g.	Upgrade to or enhancement of existing software is available only from manufacturer.
	h.	Service proposed by vendor/contractor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe below the unique qualifications, rights, licenses, etc. this vendor/contractor possesses and the distinctive service to be provided
$\boxtimes$	j.	Other factors (provide detailed explanation in #2 below).
2.	Provide above.	e a detailed explanation and pertinent documentation for each category checked in item 1 Attach additional sheets if necessary:
	numero 18-24 i	ep Gladiator will be used by Search and Rescue and was needed this winter to perform ous rescues. Due to the heavy lingering snow pack, I cannot afford to go out to bid and wait months which is the current time frame of obtaining vehicles. I have obtained 3 quotes and going with the lowest quote.
3.		evaluation of other equipment, products, or services performed?   Yes  No please provide all supporting documentation.
4.	making	by the name of each individual who was involved in the evaluation, if conducted, and in the recommendation to procure this product or service. Attach additional information, if any all Conflict of Interest is known.
As con just inco type of n the	an apportunction of the contraction of the contract	TION: of Amador County polices and laws concerning purchasing procedures and requisitioning, roved department representative, I have gathered technical information and have made a deffort to review comparable/equal equipment and/or services. This is documented in this I further declare there is no real or potential Conflict of Interest and have: 1) received no lifts from this vendor/contractor and; 2) no financial interests in this company and; 3) no other ness relationship with this vendor/contractor and; 4) to the best of my knowledge no member or near relative has any financial interest in this company. I hereby certify as to the validity of tion and feel confident this justification for sole source/sole brand/exception is accurate and for this acquisition.
DEF	FARTMI PROVAL	
	OCUREI PROVAL	MENT 2/22/2022

### **Board of Supervisors Agenda Item Report**

Submitting Department: Human Resources
Meeting Date: April 11, 2023

#### **SUBJECT**

At the request of the Sheriff, the pay rate and range for the Dispatcher-Lead and Dispatcher-Supervising has been increased 5% to incentivize applicants and be more competitive with other agencies. Funding will come from budget allocations already made and savings from vacancies.

#### Recommendation:

Approve

#### 4/5 vote required:

No

#### **Distribution Instructions:**

Auditor, Budget Analyst, Human Resources, Sheriff and Clint Stewart - SOA President

#### **ATTACHMENTS**

- Memo Lead Dispatcher & Supervising Dispatcher.doc
- SOA 9.18.2022 Amended 4.11.2023.pdf



### AMADOR COUNTY HUMAN RESOURCES DEPARTMENT

• Benefits (209) 223-6361 • Personnel (209) 223-6456

Risk Management (209) 223-6392

County Administration Center 810 Court Street Jackson, California 95642 Facsimile: (209) 223-6426

Website: www.co.amador.ca.us

TO:

Board of Supervisors

FROM:

Lisa Gaebe, Human Resources Director

DATE:

March 28, 2023

SUBJECT:

Agenda Item for April 11, 2023 Board Agenda

Sheriff's Office Association – Dispatcher – Lead and Dispatcher - Supervising

At the request of the Sheriff, the pay rate and range for the Dispatcher-Lead and Dispatcher-Supervising has been increased 5% to incentivize applicants and be more competitive with other agencies. Therefore, please approve changing the Dispatcher-Lead from Range 2192 Step A \$26.50 - Step E \$32.21 to Range 2324 Step A \$27.82 - Step E \$33.82 and the Dispatcher Supervisor from Range 2462 Step A \$29.20 - Step E \$35.49 to Range 2608 Step A \$30.66 - Step E \$37.27.

The Sheriff's Office Association supports the pay range and pay rate increase.

If the Board does not vote to support the pay rate and pay range changes, it will remain unchanged and it may be difficult to fill the Lead Dispatcher or Supervising Dispatcher positions.

# APPENDIX B SHERIFF'S OFFICE ASSOCIATION CLASSIFICATIONS AND WAGES 6% Wage Increase

#### Effective 9/18/2022

Amended (4/11/2023)

	01 :5 ::	O. A	O. D.	0. 0	01 0	01 5	FLOA
Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
	SAFETY POSITIONS						
2016	Correctional Officer I	24.74	25.98	27.28	28.64	30.07	C
2287	Correctional Officer II	27.45	28.82	30.26	31.78	33.37	С
2401	Correctional Corporal	28.59	30.02	31.52	33.10	34.75	С
2740	Correctional Sergeant	31.98	33.58	35.26	37.02	38.87	С
2287	Sheriff's Security Officer	27.45	28.82	30.26	31.78	33.37	С
	MISCELLANEOUS POSITIONS						
1397	Correction Assistant	18.55	19.48	20.45	21.47	22.55	С
1857	Dispatcher (Training)	23.15	24.31	25.52	26.80	28.14	С
2064	Dispatcher-EMD	25.22	26.48	27.81	29.20	30.66	С
2324	Dispatcher-Lead*	27.82	29.21	30.67	32.21	33.82	С
2608	Dispatcher-Supervising*	30.66	32.19	33.80	35.49	37.27	С
2064	Property/Evidence Technician	25.22	26.48	27.81	29.20	30.66	С
1721	Transportation Officer	21.79	22.88	24.02	25.22	26.49	С
Fair Labo	or Standards Act (FLSA). The FLSA s	ets minim	ium wage,	overtime	pay, equa	l pay, reco	ord-
	and child labor standards for employ	ees who a	re covere	d by the a	ct and are	not exem	pt from
specific p	rovisions. T						
Under FL	SA column						
C = Cove	ered employees who are entitled to or	vertime ar	d or comp	ensatory	time off (C	TO) for he	ours
worked p	ursuant to the FLSA.						
E = Exen	l npt employees who are not covered b	y the FLS	I SA and are	not entitle	ed to over	time and o	)r
compens	atory time off (CTO) for hours worker	d pursuan	t to the FL	SA.			
* <u>4/11/23 \</u>	/age adjustment based on salary survey						
7/11/23 (1	rage adjustment based on salary survey						

#### **Board of Supervisors Agenda Item Report**

Submitting Department: Human Resources
Meeting Date: April 11, 2023

#### **SUBJECT**

Change in title, job description, and pay range from Power Equipment Mechanic III to Lead Power Equipment Mechanic and the pay range/pay rate be increased 5% above the Power Equipment Mechanic II- Fabricator.

#### **Recommendation:**

Approve

#### 4/5 vote required:

No

#### **Distribution Instructions:**

Auditor, Budget Analyst, Human Resources and GSA Director

#### **ATTACHMENTS**

- Power Equipment Mechanic III with revisions.docx
- Power Equipment Mechanic III accepted revisions.docx
- Memo Lead PEM.doc
- SEIU GENERAL UNIT 9.18.2022 Amended 4.11.2023.pdf



FLSA: COVERED EEO: 7 APRIL 2002

#### LEAD POWER EQUIPMENT MECHANIC

#### **DEFINITION**

Under general supervision, to inspect, diagnose, overhaul and make major and minor mechanical repairs to gasoline and/or diesel-powered automotive and heavy equipment; to supervise and provide training for staff; and to do related work as required.

#### **DISTINGUISHING CHARACTERISTICS**

This is the advanced journey level and lead class in the Power Equipment Mechanic series. Positions in this class diagnose a wide variety of mechanical problems and perform the full range of adjustment and repair work on automotive and heavy equipment. They are expected to perform assignments with a high degree of skill and independence. The class is distinguished from Power Equipment Mechanic II by the responsibility for supervising and training staff.

#### **REPORTS TO**

General Service Director and/or Public Works Maintenance Superintendent.

#### **CLASSIFICATIONS SUPERVISED**

Provides lead direction for Power Equipment Mechanic I, Power Equipment Mechanic II and some temporary staff.

#### **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.

- Performs supervision of the Equipment Shop
- Provides direction and training for employees engaged in the maintenance and repair of a wide variety of automotive and diesel-powered equipment, including graders, dozers, rollers, trucks, and backhoes
- Makes decisions as to the extent and type of repairs to be done on individual pieces of equipment
- Estimates the costs of automotive and equipment repairs
- Requisitions automotive and diesel-powered equipment parts
- May assign and train mechanics in inspecting, diagnosing, repairing, replacing, adjusting, and tuning up all types of vehicles and equipment, components,

engines, transmissions, brakes, and electrical systems; performs major and minor mechanical repairs including engine tune-ups, brake relining, electrical system repairs, and radio installations

- Disassembles, repairs, grinds, or replaces worn parts
- Fits new parts and adjusts engines, water and fuel pumps, carburetors and fuel injectors, governors, starters, clutches, transmissions, differentials, brakes, and steering mechanisms
- Demonstrates the best methods of doing repair work on heavy automotive equipment
- Inspects all shop work
- Keeps records of repairs and maintenance work done
- Prepares reports
- Requests supplies and materials needed
- Implements shop safety practices and procedures
- Discusses work progress with General Services Administration Director
- Attends and conducts meetings, schedules repairs and maintenance, and is responsible for the inventory of shop equipment, tools, parts, and supplies.

#### **ESSENTIAL QUALIFICATIONS**

#### Knowledge of:

- Principles of supervision
- Methods, materials, tools, and equipment used in the testing, adjustment, repair, and overhaul of gas and diesel-powered equipment.
- Theory and operation of gasoline and diesel engines.
- Principles and methods of gas and electrical welding and painting techniques.
- Safe work practices and Federal and State safety regulations.
- Principles and methods used in a program of preventive maintenance.
- Hydraulic valves and controls, hydraulic and air brake systems and electronic ignition systems.
- Tools, methods, materials and equipment used in automotive and body repair
- Principles and techniques of direction and training.
- Inventory Methods.

#### Ability to:

- Provide direction and training for other staff.
- Inspect and accurately diagnose mechanical defects.
- Skillfully use a variety of hand and power tools in the repair of automotive and heavy equipment.
- Perform highly skilled testing, adjustment, repair, and overhaul work on gasoline and diesel powered automotive and heavy equipment.
- Estimate time and materials for repair jobs.

- Operate a variety of automotive and heavy equipment.
- Design and fabricate tools and equipment.
- Prepare, clear, concise and accurate records and reports.
- Establish and maintain cooperative working relationships.

#### TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 50 pounds unassisted; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of equipment including hand and power tools, electrical testing equipment, telephones.

#### TYPICAL WORKING CONDITIONS

Work is performed in office and shop environments; occasionally works outside; some exposure to smoke, gasses, and fumes; exposure to hazards such as moving machine parts and electrical current; continuous contact with staff and the public.

#### 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 and Experience**

Two (2) years of skilled heavy equipment repair work at the level of Power Equipment Mechanic II with Amador County, and/or two (2) years of supervision of Power Equipment Mechanic I and/or II.

OR

#### SPECIAL REQUIREMENTS

Possession of a valid and current California Driver's License issued by the Department of Motor Vehicles.

This position, in the Public Works Agency, requires a valid Class A Commercial License with no restrictions and the following endorsements.

Air Brake Tanker



FLSA: COVERED EEO: 7

APRIL 2002

#### LEAD POWER EQUIPMENT MECHANIC

#### **DEFINITION**

Under general supervision, to inspect, diagnose, overhaul and make major and minor mechanical repairs to gasoline and/or diesel-powered automotive and heavy equipment; to supervise and provide training for staff; and to do related work as required.

#### **DISTINGUISHING CHARACTERISTICS**

This is the advanced journey level and lead class in the Power Equipment Mechanic series. Positions in this class diagnose a wide variety of mechanical problems and perform the full range of adjustment and repair work on automotive and heavy equipment. They are expected to perform assignments with a high degree of skill and independence. The class is distinguished from Power Equipment Mechanic II by the responsibility for supervising and training staff.

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- Makes decisions as to the extent and type of repairs to be done on individual pieces of equipment
- Estimates the costs of automotive and equipment repairs
- Requisitions automotive and diesel-powered equipment parts
- May assign and train mechanics in inspecting, diagnosing, repairing, replacing, adjusting, and tuning up all types of vehicles and equipment, components,

engines, transmissions, brakes, and electrical systems; performs major and minor mechanical repairs including engine tune-ups, brake relining, electrical system repairs, and radio installations

- Disassembles, repairs, grinds, or replaces worn parts
- Fits new parts and adjusts engines, water and fuel pumps, carburetors and fuel injectors, governors, starters, clutches, transmissions, differentials, brakes, and steering mechanisms
- Demonstrates the best methods of doing repair work on heavy automotive equipment
- Inspects all shop work
- Keeps records of repairs and maintenance work done
- Prepares reports
- Requests supplies and materials needed
- Implements shop safety practices and procedures
- Discusses work progress with General Services Administration Director
- Attends and conducts meetings, schedules repairs and maintenance, and is responsible for the inventory of shop equipment, tools, parts, and supplies.

#### **ESSENTIAL QUALIFICATIONS**

#### Knowledge of:

- Principles of supervision
- Methods, materials, tools, and equipment used in the testing, adjustment, repair, and overhaul of gas and diesel-powered equipment.
- Theory and operation of gasoline and diesel engines.
- Principles and methods of gas and electrical welding and painting techniques.
- Safe work practices and Federal and State safety regulations.
- Principles and methods used in a program of preventive maintenance.
- Hydraulic valves and controls, hydraulic and air brake systems and electronic ignition systems.
- Tools, methods, materials and equipment used in automotive and body repair work.
- Principles and techniques of direction and training.
- Inventory Methods.

#### Ability to:

- Provide direction and training for other staff.
- Inspect and accurately diagnose mechanical defects.
- Skillfully use a variety of hand and power tools in the repair of automotive and heavy equipment.
- Perform highly skilled testing, adjustment, repair, and overhaul work on gasoline and diesel powered automotive and heavy equipment.
- Estimate time and materials for repair jobs.

- Operate a variety of automotive and heavy equipment.
- Design and fabricate tools and equipment.
- Prepare, clear, concise and accurate records and reports.
- Establish and maintain cooperative working relationships.

#### TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 50 pounds unassisted; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of equipment including hand and power tools, electrical testing equipment, telephones.

#### TYPICAL WORKING CONDITIONS

Work is performed in office and shop environments; occasionally works outside; some exposure to smoke, gasses, and fumes; exposure to hazards such as moving machine parts and electrical current; continuous contact with staff and the public.

#### 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 and Experience**

Two (2) years of skilled heavy equipment repair work at the level of Power Equipment Mechanic II with Amador County, and/or two (2) years of supervision of Power Equipment Mechanic I and/or II.

OR

#### **SPECIAL REQUIREMENTS**

Possession of a valid and current California Driver's License issued by the Department of Motor Vehicles.

This position, in the Public Works Agency, requires a valid Class A Commercial License with no restrictions and the following endorsements.

Air Brake Tanker



#### AMADOR COUNTY HUMAN RESOURCES DEPARTMENT

 Benefits (209) 223-6361

 Personnel (209) 223-6456  Risk Management (209) 223-6392

County Administration Center 810 Court Street Jackson, California 95642 Facsimile: (209) 223-6426

Website: www.co.amador.ca.us

TO: **Board of Supervisors** 

FROM: Lisa Gaebe, Human Resources Director

DATE: March 28, 2023

SUBJECT: Agenda Item for April 11, 2023 Board Agenda

General Services Administration – Power Equipment Mechanic III

After reviewing the pay structure for the Power Equipment Mechanic classification series and job description of the Power Equipment Mechanic III (PEM III), it was determined that the job classification for PEM III should be changed to Lead Power Equipment Mechanic and the pay range/pay rate be increased 5% above the Power Equipment Mechanic II- Fabricator. Therefore, please approve changing the title from PEM III to Lead Power Equipment Mechanic and change the pay range and pay rate from 2528 Step A \$29.86 – Step E \$36.30 to Range 2825 Step A \$32.83 – Step E \$39.91.

If approved, the employee currently classified as a PEM III will have their classification changed to Lead Power Equipment Mechanic and be placed at the same pay step they are currently at with the new pay rate. This would be effective the April 16, 2023 pay period.

Service Employees International Union Local 1021 supports the findings of the salary survey and job description audit.

If the Board does not vote to support the recommended revisions to the job description and pay rate increase the job descriptions and pay will remain the same.

### APPENDIX B GENERAL UNIT

#### HOURLY CLASSIFICATION AND WAGE PLAN

4% Increase

#### Effective 9/18/2022

(Amended 4/11/2023)

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
1955	4-H Program Coordinator	24.13	25.34	26.60	27.93	29.33	С
2307	Accountant I	27.65	29.03	30.48	32.01	33.61	С
2582	Accountant II	30.40	31.92	33.52	35.19	36.95	С
1122	Administrative Asst I	15.80	16.59	17.42	18.29	19.20	С
1278	Administrative Asst II	17.36	18.23	19.14	20.10	21.10	C
1452	Administrative Asst II-Translator	19.10	20.06	21.06	22.11	23.22	C
1452	Administrative Asst, Sr	19.10	20.06	21.06	22.11	23.22	С
2163	Administrative Legal Secretary	26.21	27.52	28.90	30.34	31.86	C
1813	Administrative Secretary	22.71	23.85	25.04	26.29	27.60	C
1953	Administrative Supervisor	24.11	25.32	26.58	27.91	29.31	C
2041	Administrative Technician	24.99	26.24	27.55	28.93	30.38	C
1840	Agriculture & Standards Insp I	22.98	24.13	25.34	26.60	27.93	C
2156	Agriculture & Standards Insp II	26.14	27.45	28.82	30.26	31.77	C
2550	Agriculture & Standards Insp III	30.08	31.58	33.16	34.82	36.56	C
1217	Agriculture Technician	16.75	17.59	18.47	19.39	20.36	C
1386	Agriculture Technician/GIS Asst	18.44	19.36	20.33	21.35	22.41	C
2287	Air Pollution Inspector I	27.45	28.82	30.26	31.78	33.37	C
2701	Air Pollution Inspector II	31.59	33.17	34.83	36.57	38.40	C
2166	Air Pollution Technician	26.24	27.55	28.93	30.38	31.89	C
1122	Airport Assistant	15.80	16.59	17.42	18.29	19.20	C
3307	Airport Manager	37.65	39.53	41.51	43.58	45.76	E
1282	Animal Care Technician I	17.40	18.27	19.18	20.14	21.15	C
1594	Animal Care Technician II	20.52	21.55	22.62	23.75	24.94	C
1405	Animal Control Office Coord	18.63	19.56	20.54	21.57	22.64	C
1405	Animal Control Officer I	18.63	19.56	20.54	21.57	22.64	C
1594	Animal Control Officer II	20.52	21.55	22.62	23.75	24.94	C
1902	Animal Control Officer III	23.60	24.78	26.02	27.32	28.69	C
2092	Appraiser I	25.50	26.78	28.11	29.52	31.00	C
2615	Appraiser II	30.73	32.27	33.88	35.57	37.35	C
1123	Archives Assistant	15.81	16.60	17.43	18.30	19.22	C
1725	Archivist	21.83	22.92	24.07	25.27	26.53	C
2734	Assistant in Civil Engineering I	31.92	33.52	35.19	36.95	38.80	C
3053	Assistant in Civil Engineering II	35.11	36.87	38.71	40.64	42.68	C
3580	Associate Civil Engineer	40.38	42.40	44.52	46.74	49.08	Ē
2066	Auditor-Appraiser I	25.24	26,50	27.83	29.22	30.68	C
2615	Auditor-Appraiser II	30.73	32.27	33.88	35.57	37.35	C
1766	Behavioral Health Aide	22.24	23.35	24.52	25.75	27.03	C
1992	Behavioral Health Care Counselor I	24.50	25.73	27.01	28.36	29.78	C
2235	Behavioral Health Care Counselor II	26.93	28.28	29.69	31.17	32.73	C
2662	Behavioral Health Care Supv (A/D)	31.20	32.76	34.40	36.12	37.92	E
2347	Bldg Code Compliance Ofc/CEA	28.05	29.45	30.93	32.47	34.09	C
1934	Bridge & Sign Maint Spec	23.92	25.12	26.37	27.69	29.07	C
2196	Building Inspector I	26.54	27.87	29.26	30.72	32.26	C
2464	Building Inspector II	29.22	30.68	32.22	33.83	35.52	C
2755	Building Inspector III	32.13	33.74	35.42	37.19	39.05	C
3012	Building Inspector Supervisor	34.70	36.44	38.26	40.17	42.18	C
1664	Building Maint Worker I	21.22	22.28	23.40	24.56	25.79	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
1875	Building Maint Worker II	23.33	24.50	25.72	27.01	28,36	С
2109	Building Maint Worker III	25.67	26.95	28.30	29.72	31.20	C
1725	Cadastral Drafting Technician I	21,83	22.92	24.07	25.27	26.53	C
2031	Cadastral Drafting Technician II	24.89	26.13	27.44	28.81	30.25	C
2625	Code Enforcement Officer	30.83	32.37	33.99	35.69	37.47	C
2439	Communications Systems Tech	28.97	30.42	31.94	33.54	35.21	C
2448	Community Development Senior Technician	29.06	30.51	32.04	33.64	35.32	C
1946	Community Development Technician I	24.04	25.24	26.50	27.83	29.22	C
2186	Community Development Technician II	26.44	27.76	29.15	30.61	32.14	C
2556	Compliance Officer	30.14	31.65	33.23	34.89	36.64	C
1852	Compliance Specialist	23.10	24.26	25.47			C
1992	Construction Worker	24.50			26.74	28,08	C
2235	Construction Worker, Sr	26.93	25.73 28.28	27.01	28.36	29.78	
1102	Custodian I	15.60		29.69	31.17	32.73	С
1258			16.38	17.20	18.06	18.96	С
	Custodian II	17.16	18.02	18.92	19.86	20.86	С
3104	Dep Ag Com/Sealer of Wgt, Meas	35.62	37,40	39.27	41.23	43.30	С
2069	Dep Public Cons/Guardian/Admin I	25.27	26.53	27.86	29.25	30.72	C
2448	Deputy Public Cons/Guardian Admin II	29.06	30.51	32.04	33.64	35.32	С
3053	Deputy Surveyor/ Deputy Registrar of Voters	35,11	36.87	38.71	40.64	42.68	C
2888 2699	Director of Victim Witness Assistance Bureau	33.46	35.13	36.89	38.73	40.67	E
	Elections Supervisor	31.57	33.15	34.81	36.55	38.37	С
1122	Elections Support Worker	15.80	16.59	17.42	18.29	19.20	С
1615	Elections Technician	20.73	21.77	22.85	24.00	25.20	С
3344	Eligibility Program Manager	38.02	39.92	41.92	44.01	46.21	Е
1189	Eligibility Screener	16.47	17.29	18.16	19.07	20.02	С
2335	Eligibility Supervisor	27.93	29.33	30.79	32.33	33.95	С
1354	Eligibility Worker I	18.12	19.03	19.98	20.98	22.02	С
1533	Eligibility Worker II	19.91	20.91	21.95	23.05	24,20	С
1738	Eligibility Worker III	21.96	23.06	24.21	25.42	26.69	С
1734	Eligibility Worker II-Translator	21.92	23.02	24.17	25.38	26.64	С
2552	Employment & Training Supervisor	30.10	31.61	33.19	34.84	36.59	С
1779	Employment & Training Worker I	22.37	23.49	24.66	25.90	27.19	С
2002	Employment & Training Worker II	24.60	25.83	27.12	28.48	29.90	С
2247	Employment & Training Worker III	27.05	28.40	29.82	31.31	32.88	С
2268	Engineering Technician	27.26	28.62	30.05	31.55	33,13	С
2293	Environmental Health Specialist I	27.51	28.89	30.33	31.85	33.44	С
2706	Environmental Health Specialist II	31.64	33.22	34.88	36.63	38.46	С
3026	Environmental Health Specialist III	34.84	36.58	38.41	40.33	42.35	С
1683	Environmental Health Technician I	21.41	22.48	23.60	24.78	26,02	C
1897	Environmental Health Technician II	23.55	24.73	25.96	27.26	28.63	С
2426	Executive Assistant	28.84	30.28	31.80	33.39	35.06	С
3564	Facilities & Projects Manager	40.22	42.23	44.34	46.56	48.89	E
	Facilities & Projects Specialist	26.00	27.30	28.67	30.10	31.60	С
	Facilities Supervisor	31.20	32.76	34.40	36.12	37.92	E
	Finance & Admin Supervisor	30.14	31.65	33.23	34.89	36.64	С
	Finance Asst I	17.33	18.20	19,11	20.06	21.06	С
	Finance Asst II	19.06	20.01	21.01	22.06	23:17	С
	Finance Asst Sr	20.96	22.01	23.11	24.26	25.48	С
	Finance Technician	23.07	24.22	25.43	26.71	28.04	C
	Fiscal Officer	33.45	35.12	36.88	38.72	40.66	С
1122	General Services Aide	15.80	16.59	17.42	18.29	19.20	С
	Geographic Inform Sys Coor	40.22	42.23	44.34	46.56	48.89	С
1934	Geographic Inform Sys Tech I	23.92	25.12	26.37	27.69	29.07	C
2197	Geographic Inform Sys Tech II	26.55	27.88	29.27	30.73	32.27	C
2252	Heavy Equipment Mechanic	27.13	28.49	29.91	31.41	32.98	C

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
2972	Housing Services Program Manager	34.30	36.02	37.82	39.71	41.69	E
3025	Information Systems Analyst	34.83	36.57	38.40	40.32	42.34	c
2440	Information Systems Specialist	28.98	30.43	31.95	33.55	35.23	C
1911	Information Systems Tech I	23.69	24.87	26.12	27.42	28.80	C
2177	Information Systems Tech II	26.35	27.67	29.05	30.50	32.03	C
2240	Learning Center Coordinator	26.98	28.33	29.75	31.23	32.79	c
2556	Legal Assistant	30.14	31.65	33.23	34.89	36.64	C
2556	Legal Office Supervisor	30.14	31.65	33.23	34.89	36.64	C
1710	Legal Secretary I	21.68	22.76	23.90	25.10	26.35	C
1926	Legal Secretary II	23.84	25.03	26.28	27.60	28.98	Č
2163	Legal Secretary, Sr	26.21	27.52	28.90	30.34	31.86	c
1315	Library Assistant	17.73	18.62	19.55	20.52	21.55	C
1315	Library Literacy Program Assistant	17.73	18.62	19.55	20.52	21.55	C
1403	Library Literacy Program Assistant - Bilingual	18.61	19.54	20.52	21.54	22.62	C
1582	Library Literacy Program Coord	20.40	21.42	22.49	23.62	24.80	C
1492	Library Technician	19.50	20.48	21.50	22.57	23.70	c
1202	Mail and Warehouse Specialist	16.60	17.43	18.30	19.22	20.18	c
1122	Mail Clerk	15.80	16.59	17.42	18.29	19.20	c
	Medical Assistant	19.09	20.04	21.05	22.10	23.20	C
1451	Medical/Psychiatric Records Clerk	19.09	20.04	21.05	22.10	23.20	C
	Mental Health Intern	32.47	34.09	35.80	37.59	39.47	C
	Mosquito & Vector Control Tech	18.44	19.36	20.33	21.35	22.41	C
1122	Museum Asst	15.80	16.59	17.42	18.29	19.20	C
1725	Museum Curator						
3114	Occupational Therapist	21.83	22.92	24.07	25.27	26.53	С
2026	Outreach Specialist	35.72	37.51	39.38	41.35	43.42	С
	Outreach Technician	24.84	26.08	27.39	28.76	30.19	С
1801		22.59	23.72	24.91	26.15	27.46	С
1875 3647	Personal Services Coordinator	23.33	24.50	25.72	27.01	28.36	С
2249	Physical Therapist	41.05	43.10	45.26	47.52	49.90	С
2551	Planner I Planner II	27.07	28.42	29.84	31.34	32.90	С
	Planner III	30.09	31.59	33.17	34.83	36.57	С
		33.41	35.08	36.83	38.68	40.61	C
1681	Planning Technician I	21.39	22.46	23.58	24.76	26.00	C
	Planning Technician II	23.53	24.71	25.94	27.24	28.60	O (
	Plans Examiner I	29.23	30.69	32.23	33.84	35.53	С
	Plans Examiner II	32.13	33.74	35.42	37.19	39.05	C
2007	Power Equip Mechanic I	24.65	25.88	27.18	28.54	29.96	C
	Power Equip Mechanic II	28.44	29.86	31.36	32.92	34.57	С
	Power Equip Mechanic II-Fabrication	31.27	32.83	34.48	36.20	38.01	С
2825	Power Equipment Mechanic, Lead	32.83	34.47	36.20	38.00	39.91	С
	Power Equip Mechanic III	<del>29.86</del>	31.35	32.92	34.57	36.30	C
	Print Shop Assistant I	15.60	16.38	17.20	18.06	18.96	С
	Print Shop Assistant II	17.14	18.00	18.90	19.84	20.83	C
2016	Printer	24.74	25.98	27.28	28.64	30.07	С
2888	Property Tax and Accounting Analyst	33.46	35.13	36.89	38.73	40.67	С
3196	Public Conservator/Guardian/Administrator	36.54	38.37	40.29	42.30	44.41	E
2186	Public Works Inspector	26.44	27.76	29.15	30.61	32.14	С
	Public Works Lead Inspector	29.07	30.52	32.05	33.65	35.33	С
	Public Works Maint Lead Worker	26.33	27.65	29.03	30.48	32.00	C
2741	Public Works Maint Supervisor	31.99	33.59	35.27	37.03	38.88	С
	Public Works Maint Worker I	19.76	20.75	21.79	22.87	24.02	С
	Public Works Maint Worker II	21.76	22.85	23.99	25.19	26.45	С
	Public Works Maint Worker III	23.92	25.12	26.37	27.69	29.07	С
	Public Works Project Engineer	35.11	36.87	38.71	40.64	42.68	С
	Public Works Sr Project Manager	38.62	40.55	42.58	44.71	46.94	С
3228	Public Works Surveyor	36.86	38.70	40.64	42.67	44.80	С
1638	Purchasing Assistant	20.96	22.01	23.11	24.26	25.48	С

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
1848	Purchasing Assistant II	23.06	24.21	25.42	26.69	28.03	С
2078	Purchasing Assistant III	25.36	26.63	27.96	29.36	30.83	С
3121	Purchasing Manager	35.79	37.58	39.46	41.43	43.50	С
1347	Recorder Clerk I	18.05	18.95	19.90	20.90	21.94	С
1525	Recorder Clerk II	19.83	20.82	21.86	22.96	24.10	С
2556	Recorder Clerk Supervisor	30.14	31.65	33.23	34.89	36.64	С
1725	Recorder Clerk, Sr	21.83	22,92	24.07	25.27	26.53	С
1605	Secretary	20.63	21.66	22.74	23.88	25,07	С
2449	Senior Building Maintenance Worker	29.07	30.52	32.05	33.65	35.33	С
3984	Senior Civil Engineer	44.42	46.64	48.97	51.42	53.99	С
2551	Senior Engineering Technician	30.09	31.59	33.17	34.83	36.57	С
1813	Sheriff's Executive Secretary	22.71	23.85	25.04	26.29	27.60	С
2888	Sheriff's Fiscal Officer	33.46	35.13	36.89	38.73	40.67	С
1477	Sheriff's Services Asst	19,35	20.32	21.33	22.40	23.52	С
1744	Sheriff's Services Technician	22.02	23.12	24.28	25.49	26.77	С
2079	Social Services Administrative Supervisor	25.37	26.64	27.97	29.37	30.84	С
1451	Social Service Aide	19.09	20.04	21.05	22.10	23.20	С
2583	Social Services Finance Supervisor	30,41	31.93	33.53	35.20	36,96	С
3766	Social Services Program Manager	42.24	44.35	46.57	48.90	51.34	E
2002	Social Worker I	24,60	25,83	27.12	28.48	29,90	С
2252	Social Worker II	27.10	28.46	29.88	31.37	32.94	С
2517	Social Worker III	29.75	31.24	32.80	34.44	36.16	С
2776	Social Worker IV	32.34	33.96	35.65	37.44	39.31	С
2693	Social Worker Supervisor I	31.51	33.09	34.74	36.48	38.30	С
3661	Solid Waste Program Manager	41.19	43.25	45.41	47.68	50.07	E
1852	Solid Waste Program Specialist	23.10	24.26	25.47	26.74	28.08	С
2502	Solid Waste Technician	29,60	31.08	32,63	34.27	35.98	С
2277	Staff Service Analyst I	27.35	28.72	30.15	31.66	33.24	С
2552	Staff Service Analyst II	30.10	31.61	33.19	34.84	36.59	С
2420	Systems Support Analyst	28.78	30.22	31.73	33.32	34.98	С
1243	Transportation Officer	17.01	17.86	18.75	19.69	20.68	С
2028	Treasury Technician	24.86	26.10	27.41	28.78	30.22	С
1683	Victim/Witness Advocate	21.41	22.48	23.60	24.78	26.02	С
3201	Web Programmer/Developer	36.59	38.42	40.34	42.36	44.48	С

## APPENDIX B PROFESSIONAL EMPLOYEES HOURLY CLASSIFICATION AND WAGE PLAN

#### 4% Increase Effective 9/18/2022 (Amended 4/11/2023)

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
2789	Behavioral Health Care Clinician I	32.47	34.09	35.80	37.59	39.47	**
3114	Behavioral Health Care Clinician II	35.72	37.51	39.38	41.35	43.42	**
3472	Behavioral Health Care Clinician III	39.30	41.27	43.33	45.49	47.77	**
2789	Behavioral Health Care Nurse I	32.47	34.09	35.80	37.59	39.47	**
3114	Behavioral Health Care Nurse II	35.72	37.51	39.38	41.35	43.42	**
3470	Behavioral Health Care Nurse III	39.28	41.24	43,31	45.47	47.75	**
2662	Behavioral Health Rehabilitation Specialist	31.20	32.76	34.40	36.12	37.92	E
3873	BHC Prog Mgr (Clinical Services)	43.31	45.48	47.75	50.14	52.64	Е
3766	BHC Prog Mgr (Community Services)	42.24	44.35	46.57	48.90	51.34	E
2789	Crisis Services Coordinator I	32.47	34.09	35.80	37.59	39.47	С
3114	Crisis Services Coordinator II	35.72	37.51	39.38	41.35	43.42	С
2633	Crisis Services Counselor	30.91	32.46	34.08	35.78	37.57	С
2888	Health Educator I	33.46	35.13	36.89	38.73	40.67	E
3056	Health Educator II	35.14	36.90	38.74	40.68	42.71	Е
2789	Licensed Vocational Nurse	32.47	34.09	35.80	37.59	39.47	С
2889	MHSA Programs Coordinator	33.47	35.14	36.90	38.75	40.68	**
3649	Nurse Practitioner	41.07	43.12	45.28	47.54	49.92	E
3471	Public Health Nurse I	39.29	41.25	43.32	45.48	47.76	E
3864	Public Health Nurse II	43.22	45.38	47.65	50.03	52.53	E
4511	Public Health Nurse Supv	49.69	52.17	54.78	57.52	60.40	E
2717	Public Health Program Coordinator	31.75	33.34	35.00	36.75	38.59	E
3758	Public Health Program Manager	42.16	44.27	46.48	48.81	51.25	E
3758	Public Health Program Manager - Grants Management	42.16	44.27	46.48	48.81	51.25	E
3075	Registered Nurse (Health)	35.33	37.10	38.95	40.90	42.94	E
3114	Utilization & Quality Management Coordinator I	35.72	37.51	39.38	41.35	43.42	**
3472	Utilization & Quality Management Coordinator II	39.30	41.27	43.33	45.49	47.77	**

<u>Fair Labor Standards Act (FLSA)</u>. The FLSA sets minimum wage, overtime pay, equal pay, record-keeping, and child labor standards for employees who are covered by the act and are not exempt from specific provisions.

#### Under FLSA column

C = Covered employees who are entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

E = Exempt employees who are not covered by the FLSA and are not entitled to overtime and or compensatory time off (CTO) for hours worked pursuant to the FLSA.

\*\* = Exempt employees not covered by FLSA, but shall receive overtime and or compensatory time off (CTO) pursuant to Section 23.17 and 23.18

## APPENDIX B GENERAL UNIT GRANDFATHER EMPLOYEES CLASSIFICATIONS AND WAGES 4% Increase

Effective 12/6/2022

Range	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
1756	GF-Administrative Asst II-Translator	22.14	23.25	24.41	25.63	26.91	С

<sup>\*=</sup> Includes special 10% pay adjustment

#### **Board of Supervisors Agenda Item Report**

Submitting Department: Human Resources
Meeting Date: April 11, 2023

#### **SUBJECT**

Updated Consolidated Salary Schedule due to pay range and pay rate increases to be in compliance with the California Code of Regulations Section 570.5.

#### Recommendation:

Approve

#### 4/5 vote required:

No

#### **Distribution Instructions:**

Auditor, Budget Analyst and Human Resources

#### **ATTACHMENTS**

- Memo-updated Consolidated Salary Schedule.doc
- Consolidated 9.18.2022 Amended 4.11.2023.pdf



#### AMADOR COUNTY HUMAN RESOURCES DEPARTMENT

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

County Administration Center 810 Court Street Jackson, California 95642 Facsimile: (209) 223-6426

Website: www.co.amador.ca.us

TO:

**Board of Supervisors** 

FROM:

Lisa Gaebe, Human Resources Director

DATE:

April 4, 2023

SUBJECT:

Agenda Item for April 11, 2023 Board Agenda

Consolidated Salary Schedule

The Consolidated Salary Schedule has been updated to reflect the following changes:

- Power Equipment Mechanic III increase the pay range and pay rate from 2528 Step A \$29.86 - Step E \$36.30 to Range 2825 Step A \$32.83 - Step E \$39.91
- Dispatcher, Lead increase the pay range and pay rate from 2192 Step A \$26.50 -Step E \$32.21 to Range 2324 Step A \$27.82 – Step E \$33.82
- Dispatcher, Supervising increase the pay range and pay rate from 2462 Step A \$29.20 - Step E \$35.49 to Range 2608 Step A \$30.66 - Step E \$37.27.

If the Board does not approve the updated changes to the Consolidated Wage Plan, we will not be complying with California Code of Regulations Section 570.5.



All pay is effective 9/18/2022 (amended 4/11/2023)
All classifications are paid hourly unless preceded by \$ sign or exempt.
These classification are paid based on an 80 hour bi-weekly pay
schedule

Bargaining Unit Title	Bargaining Unit Code
SEIU Local 1021	01
Sheriff's Office Association	02
CAO	03
Management	04
Elected	05
SEIU Local 1021-Professional	011
Deputy District Attorney	012
Deputy Sheriff's Association	021
Sheriff's Mid Management	022
Probation	025
Confidential	041
Mid Management	042

Range	Unit	Classification	Step A	Step B	Step C	Step D	Step E	FLSA
1955	01	4-H Program Coordinator	24.13	25,34	26,60	27,93	29,33	С
2307	01	Accountant I	27.65	29.03	30,48	32.01	33.61	C
2445	041	Accountant I - Confidential	29.03	30.48	32.01	33,61	35.29	C
2582	01	Accountant II	30,40	31.92	33.52	35.19	36,95	С
1122	01	Administrative Asst I	15_80	16,59	17,42	18,29	19,20	С
1278	01	Administrative Asst II	17,36	18.23	19,14	20,10	21,10	С
1452	01	Administrative Asst II-Translator	19.10	20.06	21.06	22 11	23,22	С
1452	01	Administrative Asst, Sr	19.10	20.06	21.06	22.11	23,22	С
2163	01	Administrative Legal Secretary	26,21	27,52	28,90	30,34	31,86	С
1813	01	Administrative Secretary	22.71	23.85	25,04	26,29	27,60	C
1953	01	Administrative Supervisor	24.11	25.32	26,58	27.91	29.31	С
2073 2041	041	Administrative Supervisor (SO) - Confidential	25.31 24.99	26.58 26.24	27.90	29.30	30.76 30.38	C
N/A	04	Administrative Technician Agricultural Commissioner	\$54,48/hr	20.24	27.55	28,93	30,36	E
1840	01	Agriculture & Standards Insp I	22.98	24,13	25,34	26,60	27.93	- C
2156	01	Agriculture & Standards Insp II	26.14	27,45	28.82	30,26	31.77	C
2550	01	Agriculture & Standards Insp III	30.08	31.58	33.16	34.82	36.56	C
1217	01	Agriculture Technician	16.75	17.59	18,47	19.39	20.36	C
1386	01	Agriculture Technician/GIS Asst	18.44	19.36	20.33	21.35	22.41	Č
N/A	04	Air Pollution Control Officer	\$49,90/hr	10.00	20.00	21,00	22,71	E
2287	01	Air Pollution Inspector I	27.45	28.82	30.26	31.78	33.37	С
2701	01	Air Pollution Inspector II	31.59	33.17	34.83	36.57	38.40	C
2166	01	Air Pollution Technician	26.24	27.55	28.93	30.38	31.89	С
1122	01	Airport Assistant	15.80	16.59	17,42	18,29	19.20	C
3307	01	Airport Manager	37.65	39.53	41,51	43,58	45.76	E
1282	01	Animal Care Technician I	17.40	18,27	19.18	20,14	21.15	c
1594	01	Animal Care Technician II	20.52	21.55	22.62	23.75	24.94	C
N/A	042	Animal Control Director	46.10/hr	21.00	22.02	25,75	24.04	Ĕ
1405	01	Animal Control Office Coord	18.63	19.56	20.54	21.57	22.64	Ċ
1405	01	Animal Control Officer I	18.63	19.56	20.54	21.57	22.64	C
1594	01	Artimal Control Officer II	20.52	21.55	22.62	23.75	24.94	С
1902	01	Animal Control Officer III	23.60	24.78	26.02	27.32	28,69	C
2092	01	Appraiser I	25.50	26.78	28.11	29.52	31.00	С
2615	01	Appraiser II	30.73	32,27	33,88	35,57	37,35	C
1123	01	Archives Assistant	15.81	16.60	17,43	18.30	19.22	С
1725	01	Archivist	21.83	22.92	24.07	25.27	26.53	C
N/A	05	Assessor	\$68,15/hr					E
N/A	042	Assistant Assessor	45,91/hr					E
N/A	042	Assistant Auditor-Controller	\$51.97/hr					E
N/A	042	Assistant County Counsel	\$69,99/hr					E
2734	01	Assistant in Civil Engineering I	31.92	33,52	35,19	36.95	38.80	С
3053	01	Assistant in Civil Engineering II	35.11	36.87	38.71	40.64	42.68	C
3580	01	Associate Civil Engineer	40.38	42.40	44.52	46.74	49.08	Ē
N/A	05	Auditor	\$68,15/hr					E
2066	01	Auditor-Appraiser I	25.24	26.50	27.83	29.22	30.68	C
2615	01	Auditor-Appraiser II	30.73	32.27	33,88	35,57	37.35	С
1766	01	Behavioral Health Aide	22.24	23.35	24.52	25.75	27.03	C
2789	011	Behavioral Health Care Clinician I	32.47	34.09	35.80	37.59	39.47	**
3114	011	Behavioral Health Care Clinician II	35.72	37.51	39.38	41.35	43.42	
3472	011	Behavioral Health Care Clinician III	39.30	41.27	43.33	45.49	47.77	
1992	01	Behavioral Health Care Counselor I	24.50	25.73	27.01	28.36	29.78	C
2235	01	Behavioral Health Care Counselor II	26.93	28.28	29,69	31.17	32.73	C
2789	011	Behavioral Health Care Nurse I	32.47	34.09	35.80	37.59	39.47	-:-
3114	011	Behavioral Health Care Nurse II	35.72	37.51	39.38	41.35 45.47	43.42 47.75	
3470 2662	011	Behavioral Health Care Nurse III Behavioral Health Care Supv (A/D)	39.28 31.20	41.24 32.76	43.31 34.40	36.12	37.92	E
N/A	04	Behavioral Health Director	\$66.05/hr	32:10	34,40	30,12	31.92	E
2662	011	Behavioral Health Rehabilitation Specialist	31.20	32.76	34.40	36.12	37.92	Ē
3873	011	BHC Prog Mgr (Clinical Services)	43.31	45.48	47.75	50.14	52.64	E
3766	011	BHC Prog Mgr (Community Services)	42.24	44.35	46.57	48.90	51.34	盲
2347	01	Bldg Code Compliance Ofc/CEA	28.05	29.45	30.93	32.47	34.09	C
	05	Board Supervisor	\$34,91/hr	20,70	55185	UL 41	54100	Ĕ
N/A		Bridge & Sign Maint Spec	23.92	25.12	26.37	27.69	29.07	C
N/A 1934	01			ZU-IZ	20,01	21.00	2001	
1934	01			43.71	45.90	48 10	50.60	1 F 1
1934 3705	041	Budget Analyst	41.63	43.71	45.90	48.19	50,60	E
1934				43.71 27.87	45.90 29.26	48.19 30.72	50.60 32.26	E E C

0755	1 04	To little terror to the	T 00.40	00.74	05.40	87.40	00.05	
2755	01	Building Inspector III	32.13	33.74	35.42	37,19	39.05	C
3012	01	Building Inspector Supervisor	34.70	36.44	38.26	40.17	42.18	С
1664	01	Building Maint Worker I	21.22	22.28	23,40	24,56	25.79	С
1875	01	Building Maint Worker II	23,33	24.50	25,72	27.01	28,36	С
2109	01	Building Maint Worker III	25.67	26,95	28,30	29,72	31.20	С
1725	01	Cadastral Drafting Technician I	21.83	22.92	24.07	25.27	26.53	С
2031	01	Cadastral Drafting Technician II	24.89	26.13	27.44	28.81	30.25	C
5512	022	Captain	59.70	62.68	65.82	69.11	72.57	E
N/A	042	Chief Deputy Registrar of Voters	\$44,47/hr					E
N/A	042	Chief Building Official	\$60,32/hr					E
. N/A	042	Chief Deputy Clerk/Recorder	\$44,47 <i>i</i> nr					E
4680	022	Chief Deputy Probation Officer	51.38	53.95	56.65	59.48	62.45	E
N/A	042	Chief Deputy Treasurer/Tax Collector	\$40.15/hr					Е
2577	041	Clerk Of the Board	\$30.35	31.87	33.46	35,13	36.89	C
N/A	05	Clerk-Recorder	\$68,15/hr					E
2625	01	Code Enforcement Officer	30.83	32.37	33.99	35,69	37.47	c
2439	01	Communications Systems Tech	28,97	30,42	31.94	33.54	35,21	C
2448	01	Community Development Senior Technician	29.06	30.51	32.04	33.64	35.32	C
1946	01	Community Development Technician I	24.04	25.24	26.50	27.B3	29.22	č
2186	01	Community Development Technician II	26.44	27.76	29,15	30.61	32.14	C
2556	01	Compliance Officer						C
			30.14	31.65	33.23	34,89	36,64	
1852	01	Compliance Specialist	23.10	24.26	25.47	26,74	28.08	С
1992	01	Construction Worker	24.50	25.73	27.01	28,36	29.78	С
2235	01	Construction Worker, Sr	26.93	28.28	29.69	31.17	32.73	С
3354	021	Corporal	38,12	40.03	42.03	44,13	46,34	С
1397	02	Correction Assistant	18.55	19,48	20.45	21,47	22,55	С
2401	02	Correctional Corporal	28.59	30.02	31.52	33,10	34.75	С
3880	022	Correctional Lieutenant	43.38	45.55	47.83	50,22	52.73	Е
2016	02	Correctional Officer I	24.74	25,98	27.28	28,64	30.07	C
2287	02	Correctional Officer II	27.45	28.82	30.26	31.78	33.37	c
2740	02	Correctional Sergeant	31.98	33.58	35.26	37.02	38.87	Ö
N/A	03	County Administrative Officer	\$94.27/hr	30,00	30,20	31,02	30,01	Ë
N/A	03							
		County Counsel	\$77.83/hr					E
N/A	04	County Librarian	\$52.06/hr					E
N/A	042	County Surveyor (Full-time)	\$48,94/hr					E
N/A	042	County Surveyor (Part-time)	\$48,94/hr					E
2719	021	Crime Analyst	31.77	33,36	35,03	36.78	38.62	C
2789	011	Crisis Services Coordinator I	32.47	34.09	35.80	37.59	39.47	C
3114	011	Crisis Services Coordinator II	35.72	37.51	39,38	41.35	43.42	С
2633	011	Crisis Services Counselor	30.91	32.46	34.08	35.78	37.57	С
1102	01	Custodian i	15.60	16.38	17.20	18.06	18.96	С
1258	01	Custodian II	17.16	18.02	18.92	19.86	20.86	C
5513	022	D A Investigator, Chief (Advanced)	59.71	62.70	65.83	69.12	72.58	E
5226	022	D A Investigator, Supervising	56.84	59.68	62.67	65:80	69.09	Ē
3604	021	D.A. Investigator I (Advanced)	40.62	42.65	44.78	47.02	49.37	c
3230	021	D.A. Investigator I (Basic)	36.88	38.72	40.66	42.69	44.83	С
3413	021	D.A. Investigator I (Intermediate)	38.71	40.65	42.68	44.81	47.05	С
4028	021	D.A. Investigator II (Advanced)	44.86	47.10	49.46	51,93	54.53	С
3250	021	D.A. Investigator II (Basic)	37.08	38.93	40.88	42.92	45.07	С
3811	021	D.A. Investigator II (Intermediate)	42.69	44.82	47,07	49.42	51,89	С
3104	01	Dep Ag Com/Sealer of Wgt, Meas	35.62	37.40	39.27	41.23	43.30	C
4076	041	Dep County Counsel I	45.34	47.61	49.99	52,49	55.11	E
4530	041	Dep County Counsel II	49.88	52.37	54.99	57.74	60.63	E
5026	041	Dep County Counsel III	54.84	57.58	60.46	63.48	66.66	E
2069	01	DepPublic Cons/Guardian Admin I	25.27	26.53	27.86	29.25	30.72	С
1464	041	Deputy Board Clerk I	19.22	20,18	21,19	22,25	23.36	C
1658	041	Deputy Board Clerk II	21.16	22.22	23.33	24.50	25.72	C
1924	041	Deputy Board Clerk III	23.82	25.01	26.26	27,57	28.95	c
N/A	042	Deputy Director of Behavioral Health (Fiscal and Administrative Services)	\$49.92/hr				35.50	Ē
N/A	042	Deputy Director of Social Services (Finance/Facilities/Administration)	\$49.92/hr					Ē
N/A	042	Deputy Director of Social Services (Social Services Agency Programs)	\$50.56/hr	1				E
3584	012	Deputy District Attorney I	40.42	42.44	44.56	46.79	49.13	Ē
3981	012	Deputy District Attorney II	44.39	46.61	48.94	51.39	53.96	E
4432	012	Deputy District Attorney III	48.90	51.35	53.91	56.61	59.44	E
4912	012	Deputy District Attorney IV		56.38				
			53.70		59.20	62.16	65.27	E
2096	025	Deputy Probation Officer I	25.54	26,82	28,16	29,57	31.04	C
2631	025	Deputy Probation Officer II	30,89	32.43	34,06	35,76	37.55	С
3076	025	Deputy Probation Officer III	35.34	37.11	38,96	40,91	42.96	С
2448	01	Deputy Public Cons/Guardian Admin II	29.06	30,51	32.04	33.64	35.32	С
3041	021	Deputy Sheriff (Advanced)	34.99	36.74	38.58	40.51	42.53	С
2719	021	Deputy Sheriff (Basic)	31.77	33.36	35.03	36.78	38.62	С
2877	021	Deputy Sheriff (Intermediate)	33.35	35.02	36.77	38,61	40.54	С
2402	021	Deputy Sheriff-Trainee	28.60	30.03	31,53	33,11	34.76	С
3053	01	Deputy Surveyor/ Deputy Registrar of Voters	35.11	36.87	38.71	40.64	42.68	C
N/A	042	Director of Environmental Health	\$60.32/hr					E
N/A	04	Director of Solid Waste /County Safety Officer	\$60.32/hr					E
N/A	04	Director of Transportation and Public Works		-				E
3			\$70.14/hr	05.10	00.00	00.70	40.00	
2888	01	Director of Victim Witness Assistance Bureau	33.46	35.13	36,89	36,73	40,67	E
1857	02	Dispatcher (Training)	23.15	24.31	25.52	26.80	28,14	С
2064	02	Dispatcher-EMD	25.22	26.48	27,81	29,20	30.66	С
2324	02	Dispatcher- Lead	27.82	29,21	30,67	32,21	33,82	C
2608	02	Dispatcher-Supervising	30.66	32.19	33,80	35.49	37.27	C
N/A	05	District Attorney	\$78.62/hr					E
	04	District Attorney, Chief Assistant	\$76.96/hr					Е
N/A								
N/A 2699	01	Elections Supervisor	31.57	33.15	34.81	36.55	38.37	C

Section   Sect									
1896   101   Eligibility Screener   18.47   17.79   18.16   10.07   20.07	1122	01	Elections Support Worker	15_80	16 59	17.42	18,29	19,20	С
1199	1615	01	Elections Technician	20,73	21,77		24,00	25_20	С
2335   01   Eligibility Victoria   18,12   19,03   39,78   32,33   30,78   32,33   33,78   33,34   31,34   31,35   31,35   31,35   31,35   31,35   32,35   33,35   3	3344	01	Eligibility Program Manager	38,02	39,92	41,92	44,01	46_21	E
1353	1189	01	Eligibility Screener	16,47	17.29	18,16	19,07	20.02	C
1353	2335	01		27.93	29.33	30.79	32.33	33.95	C
1553   91   Espiblity Worker II		01						22.02	C
1738								24.20	C
1734								26.69	C
Employment & Training Supervisor   30,10   31,61   33,19   34,86   36,779   01   Employment & Training Vervier   22,37   23,49   23,68   25,59   27,70   2002   01   Employment & Training Vervier   1   24,60   25,83   27,12   26,46   26,22   27,70   27,70   28,67   27,12   28,48   28,28   27,12   28,48   28,28   27,12   28,48   28,28   27,12   28,48   28,28   27,12   28,48   28,28   27,12   28,48   28,28   28,28   27,12   28,48   28,28   28,								26.64	C
1779									
2002								36.59	С
2278   01   Employment & Training Worker III   27,05   28.40   29.82   31,31   32   2283   01   Engineering Technician   27,51   28.62   30,33   31,56   33   2293   01   Environmental Health Specialist II   27,51   28.68   30,53   31,56   33   32,27   34,60   30,53   31,56   33   32,27   34,60   30,53   31,56   33   32,27   34,60   30,53   31,56   33   32,27   34,60   30,53   31,56   33   32,27   34,60   30,53   31,56   33   32,27   34,60   30,53   31,56   33   32,27   34,60   30,53   34,60   30,50   30								27.19	С
2293								29.90	С
2278   01   Environmental Health Specialist   27,51   28,99   30,33   31,86   33   33   32,20   34,81   36,83   33,83   33,85   33   32,80   34,81   40,33   42   34,81   34,84   35,86   38,41   40,33   42   42,81   42,83   42,81   42,81   42,81   42,83   42,81								32,88	C
2708								33.13	С
1902   1								33,44	C
1893   O1   Environmental Health Technician								38,46	С
1897   01   Environmental Health Technician II   23.55   24.73   25.56   27.76   22.62   22.23   30.03   33.35   33.57   35.25   37.01   38.86   40.35   38.86   40.35   38.86   40.35   38.86   40.35   40.35   38.86   40.35   40.	3026	01	Environmental Health Specialist III	34.84	36.58	38,41	40,33	42.35	С
2428   01   Executive Assistant   28.84   30.28   31.80   33.39   35.80   35.80   35.80   37.01   38.88   40   35.84   01   Facilities & Projects Manager   40.22   42.23   44.34   46.56   48   32.50   32.	1683	01	Environmental Health Technician I	21.41	22,48	23.60	24,78	26.02	C
2899   041   Executive Legal Assistant   33.67   33.65   37.01   38.86   40   2142   01   Facilities & Projects Manager   40.22   42.23   44.34   46.56   48   2142   01   Facilities & Projects Specialist   26.00   27.70   28.67   30.10   31   20.50   21.67   30.20   30.10   31   31.65   32.33   34.89   38   36.20   32.70   34.40   31.66   32.27   34.40   35.65   37.01   34.20   32.27   34.40   35.65   37.01   34.20   32.76   34.40   35.65   37.01   34.20   32.76   34.40   35.12   32.76   34.40   35.12   32.76   34.40   35.12   37.12   32.76   34.40   35.12   37.12   32.76   34.40   35.12   37.12   32.76   34.40   35.12   37.12   32.76   34.40   35.12   37.12   32.76   34.40   35.12   37.12   32.76   34.40   35.12   37.12   32.76   34.40   35.12   37.12   32.76   34.40   34.22   32.65   37.01   32.65	1897	01	Environmental Health Technician II	23,55	24.73	25,96	27,26	28,63	C
	2426	01	Executive Assistant	28.84	30.28	31_80	33,39	35.06	С
	2899	041	Executive Legal Assistant	33.57	35.25	37,01	38,86	40.80	С
2742   01   Facilities & Projects Specialist   26.00   27.30   26.67   30.10   31.67   30.555   30.75   30.10   31.67   30.75   30.7								48.89	Ε
2555   01   Finance & Admin Supervisor   31,20   32,76   34,40   36,12   37, 1275   17, 1275   01   Finance Asst II   19,06   20,11   11, 20,06   21, 21, 21, 21, 22, 26, 23, 24, 20, 26, 23, 24, 20, 26, 23, 24, 20, 26, 23, 24, 26, 26, 26, 26, 26, 26, 26, 26, 26, 26								31.60	C
2662								36.64	C
1275								37.92	E
1448								21.06	C
1638									
1849								23,17	С
2887   01   Fiscal Officer   33.45   35.12   36.88   38.72   40								25,48	С
NA								28.04	С
1122					35,12	36,88	38,72	40,66	С
3364   01   Geographic Inform Sys Coor   40.22   42.23   44.34   46.56   68									E
1934   01   Geographic Inform Sys Tech   23.92   25.12   26.37   27.69   29.27   37.3   32.27   37.3   32.27   37.3   32.27   37.5								19.20	C
2197								48.89	С
1756   01   GF-Administrative Asst II-Translator   22.14   23.25   24.41   25.63   26	1934	01	Geographic Inform Sys Tech I	23.92	25 12	26.37	27,69	29.07	С
1756	2197	01	Geographic Inform Sys Tech II	26.55	27.88	29.27	30,73	32.27	С
N/A   042   GSA County Government Support Services Director   S78,98mr   N/A   04   Health and Human Services Director   S78,98mr	1756	01	GF-Administrative Asst II-Translator	22.14	23.25	24,41	25.63	26,91	С
N/A   04   Health and Human Services Director   376,96/hr   33,46   35,13   36,89   38,73   40,000   36,74   40,68   42,000   36,74   40,68   42,000   36,74   40,68   42,000   36,74   40,68   42,000   36,74   40,68   42,000   36,74   40,68   42,000   36,74   40,68   42,000   36,74   40,68   42,000   36,74   40,68   42,000   36,74   40,68   42,000   36,74   40,68   42,000   36,74   40,68   42,000   36,75   40,000   36,75   40,000   36,75   40,000   36,75		042							E
2888									E
3056					35.13	36.89	38.73	40.67	Ē
N/A   O4   Health Officor (Full-time)   S79,56/hr								42.71	E
N/A   04   Health Officer (Part-Lime)   \$79.56/hr					30.30	30.74	40,00	42 / 1	E
2522									
2972									Е
2554   041   Human Resource Specialist   30.12   31.63   33.21   34.87   36.								32.98	С
2115								41,69	E
NI/A   04   Human Resources Director   \$59.56/hr   2899   041   Human Resources/Risk Administrator   33.57   35.25   37.01   38.86   40   30.25   01   Information Systems Analyst   34.83   36.57   38.40   40.32   42   2440   01   Information Systems Specialist   28.98   30.43   31.95   33.55   35.	2554	041	Human Resource Specialist	30.12	31.63	33,21	34,87	36,62	С
2899	2115	041	Human Resource Technician	25.73	27_02	28.37	29.79	31.27	С
3025   01   Information Systems Analyst   34,83   36,57   38,40   40,32   42   2440   01   Information Systems Specialist   28,98   30,43   31,95   33,55   35   35   35   35   31,95   33,55   35   35   35   35   35   35	N/A	04	Human Resources Director	\$59,56/hr					E
3025   01   Information Systems Analyst   34.83   36.57   38.40   40.32   42.244   01   Information Systems Specialist   28.98   30.43   31.95   33.55   35.25   35.	2899	041	Human Resources/Risk Administrator	33.57	35.25	37.01	38.86	40,80	E
2440   01   Information Systems Specialist   28.98   30.43   31.95   33.55   35   35   35   35   36   36   36	3025	01	Information Systems Analyst	34.83	36.57	38.40	40.32	42.34	C
1911   01   Information Systems Tech I   23.69   24.87   26.12   27.42   28   2177   01   Information Systems Tech II   26.35   27.67   29.05   30.50   32   32   32   32   33.50   32   33.50   32   33.50   32   33.50   32   33.50   32   33.50   32   33.50   32   33.50   32   33.50   32   33.50   32   33.50   32   33.50   33.50   32   33.50   33.5								35,23	C
2177								28.80	C
N/A         04         Information Technology Director         \$61.61/hr           2240         01         Learning Center Coordinator         26.98         28.33         29.75         31.23         32           2556         01         Legal Assistant         30.14         31.65         33.23         34.89         36           2556         01         Legal Office Supervisor         30.14         31.65         33.23         34.89         36           1710         01         Legal Secretary I         21.68         22.76         23.90         25.10         26           1926         01         Legal Secretary II         23.84         25.03         26.28         27.60         28           2163         01         Legal Secretary IS         26.21         27.52         28.90         30.34         31           1315         01         Library Assistant         17.73         18.62         19.55         20.52         21           1315         01         Library Literacy Program Assistant         17.73         18.62         19.55         20.52         21           1403         01         Library Literacy Program Assistant - Bilingual         18.61         19.54         20.52         21.54								32.03	C
2240         01         Learning Center Coordinator         26.98         28.33         29.75         31.23         32           2556         01         Legal Assistant         30.14         31.65         33.23         34.89         36           2556         01         Legal Office Supervisor         30.14         31.65         33.23         34.89         36           1710         01         Legal Secretary I         21.68         22.76         23.90         25.10         26           1926         01         Legal Secretary II         23.84         25.03         26.28         27.60         28           2163         01         Legal Secretary, Sr         26.21         27.52         28.90         30.34         31           1315         01         Library Assistant         17.73         18.62         19.55         20.52         21           1315         01         Library Literacy Program Assistant         17.73         18.62         19.55         20.52         21           1582         01         Library Literacy Program Assistant - Bilingual         18.61         19.54         20.52         21.54           1492         01         Library Technician         19.50         20.48 </td <td></td> <td></td> <td></td> <td></td> <td>21,01</td> <td>29,00</td> <td>30.30</td> <td>32,03</td> <td>E</td>					21,01	29,00	30.30	32,03	E
2556   01   Legal Assistant   30.14   31.65   33.23   34.89   36   2556   01   Legal Office Supervisor   21.68   22.76   23.90   25.10   26   28   27.60   27.60   27.6					20.00	00.75	D4 DD	20.70	
2556   01   Legal Office Supervisor   30.14   31.65   33.23   34.89   36.     1710   01   Legal Secretary   21.68   22.76   23.90   25.10   26.     1926   01   Legal Secretary   23.84   25.03   26.28   27.60   28.     2163   01   Legal Secretary   26.21   27.52   28.90   30.34   31.     1315   01   Library Assistant   17.73   18.62   19.55   20.52   21.     1315   01   Library Literacy Program Assistant   17.73   18.62   19.55   20.52   21.     1315   01   Library Literacy Program Assistant   17.73   18.62   19.55   20.52   21.     1403   01   Library Literacy Program Assistant   18.61   19.54   20.52   21.54   22.     1403   01   Library Literacy Program Assistant - Bilingual   18.61   19.54   20.52   21.54   22.     1492   01   Library Technician   19.50   20.48   21.50   22.57   23.     2789   011   Licensed Vocational Nurse   32.47   34.09   35.80   37.59   39.     1202   01   Mail and Warehouse Specialist   16.60   17.43   18.30   19.22   20.     1222   01   Mail Clerk   19.09   20.04   21.05   22.10   23.     1451   01   Medical/Psychiatric Records Clerk   19.09   20.04   21.05   22.10   23.     2789   011   Medical/Psychiatric Records Clerk   19.09   20.04   21.05   22.10   23.     2889   011   MHSA Programs Coordinator   33.47   34.09   35.80   37.59   39.     2889   011   MHSA Programs Coordinator   33.47   34.09   35.80   37.59   39.     2889   011   Metal Health Intern   32.47   34.09   35.80   37.59   39.     2889   011   Metal Health Intern   32.47   34.09   35.80   37.59   39.     2889   011   Metal Health Intern   32.47   34.09   35.80   37.59   39.     2889   011   Mesum Asst   18.44   19.36   20.33   21.35   22.     1122   01   Museum Asst   18.49   19.								32.79	С
1710								36.64	С
1926   01   Legal Secretary II   23.84   25.03   26.28   27.60   28   2163   01   Legal Secretary, Sr   26.21   27.52   28.90   30.34   31   315   01   Library Assistant   17.73   18.62   19.55   20.52   21   1315   01   Library Literacy Program Assistant   17.73   18.62   19.55   20.52   21   1582   01   Library Literacy Program Coord   20.40   21.42   22.49   23.62   24   1403   01   Library Literacy Program Assistant   Bilingual   18.61   19.54   20.52   21.54   22   249   23.62   24   249   23.62   24   249   24   249   24   249   24   24								36.64	С
2163								26.35	С
1315   01   Library Assistant   17,73   18,62   19,55   20,52   21,								28,98	С
1315   01   Library Literacy Program Assistant   17,73   18,62   19,55   20,52   21,								31,86	С
1582   01   Library Literacy Program Coord   20.40   21.42   22.49   23.62   24.     1403   01   Library Tetracy Program Assistant - Bilingual   18.61   19.54   20.52   21.54   22.     1492   01   Library Technician   19.50   20.48   21.50   22.57   23.     12789   011   Licensed Vocational Nurse   32.47   34.09   35.80   37.59   39.     5227   022   Lieutenant   56.85   59.69   62.68   65.81   69.     1202   01   Mail and Warehouse Specialist   16.60   17.43   18.30   19.22   20.     1122   01   Mail Clerk   15.80   16.59   17.42   18.29   19.     1451   01   Medical Assistant   19.09   20.04   21.05   22.10   23.     1451   01   Medical/Psychiatric Records Clerk   19.09   20.04   21.05   22.10   23.     2789   01   Mental Health Intern   32.47   34.09   35.80   37.59   39.     2889   011   MHSA Programs Coordinator   33.47   35.14   36.90   38.75   40.     1386   01   Mosquito & Vector Control Tech   18.44   19.36   20.33   21.35   22.     1122   01   Museum Assi   15.80   16.59   17.42   18.29   19.								21,55	С
1403   01   Library Literacy Program Assistant - Bilingual   18.61   19.54   20.52   21.54   22   21.59   22.57   23   2789   011   Licensed Vocational Nurse   32.47   34.09   35.80   37.59   33   5227   022   Lieutenant   56.85   59.69   62.68   65.81   69   1202   01   Mail and Warehouse Specialist   16.60   17.43   18.30   19.22   20   1122   01   Mail Clerk   15.80   16.59   17.42   18.29   19   1451   01   Medical/Psychiatric Records Clerk   19.09   20.04   21.05   22.10   23   2789   01   Mental Health Intern   32.47   34.09   35.80   37.59   39   2889   011   Mental Health Intern   32.47   34.09   35.80   37.59   39   39.65   39.65   39.75   40   39.75								21.55	С
1492         01         Library Technician         19.50         20.48         21.50         22.57         23           2789         011         Licensed Vocational Nurse         32.47         34.09         35.80         37.59         39           5227         022         Lieutenant         56.85         59.69         62.68         65.81         69           1202         01         Mail and Warehouse Specialist         16.60         17.43         18.30         19.22         20           1122         01         Mail Clerk         15.80         16.59         17.42         18.29         19           1451         01         Medical Assistant         19.09         20.04         21.05         22.10         23           1451         01         Medical/Psychiatric Records Clerk         19.09         20.04         21.05         22.10         23           2789         01         Mental Health Intern         32.47         34.09         35.80         37.59         39           2889         011         MHSA Programs Coordinator         33.47         35.14         36.90         38.75         40           1386         01         Mosquito & Vector Control Tech         18.44         1								24.80	С
1492         01         Library Technician         19.50         20.48         21.50         22.57         23           2789         011         Licensed Vocational Nurse         32.47         34.09         35.80         37.59         39           5227         022         Liculenant         56.85         59.69         62.68         65.81         69           1202         01         Mail and Warehouse Specialist         16.60         17.43         18.30         19.22         20           1122         01         Mail Clerk         15.80         16.59         17.42         18.29         19           1451         01         Medical Assistant         19.09         20.04         21.05         22.10         23           1451         01         Medical/Psychiatric Records Clerk         19.09         20.04         21.05         22.10         23           2789         01         Mental Health Intern         32.47         34.09         35.80         37.59         39           2889         011         MHSA Programs Coordinator         33.47         35.14         36.90         38.75         40           1386         01         Mosquito & Vector Control Tech         18.44         1				18.61		20.52		22,62	С
2789         011         Licensed Vocational Nurse         32,47         34,09         35,80         37,59         39           5227         022         Lieulenant         56,85         59,69         62,68         65,81         69           1202         01         Mail and Warehouse Specialist         16,60         17,43         18,30         19,22         20           1122         01         Mail Clerk         15,80         16,59         17,42         18,29         19           1451         01         Medical Assistant         19,09         20,04         21,05         22,10         23           1451         01         Medical/Psychlatric Records Clerk         19,09         20,04         21,05         22,10         23           2799         01         Mental Health Intern         32,47         34,09         35,80         37,59         39           2889         011         MHSA Programs Coordinator         33,47         35,14         36,90         38,75         40           1386         01         Mosquito & Vector Control Tech         18,44         19,36         20,33         21,35         22           1122         01         Museum Asst         15,80         16,59 <td>1492</td> <td>01</td> <td>Library Technician</td> <td>19.50</td> <td>20.48</td> <td>21.50</td> <td>22,57</td> <td>23.70</td> <td>С</td>	1492	01	Library Technician	19.50	20.48	21.50	22,57	23.70	С
5227         022         Lieutenant         56.85         59.69         62.68         65.81         69           1202         01         Mail and Warehouse Specialist         16.60         17.43         18.30         19.22         20           1122         01         Mail Clerk         15.80         16.59         17.42         18.29         19           1451         01         Medical Assistant         19.09         20.04         21.05         22.10         23           1451         01         Medical/Psychiatric Records Clerk         19.09         20.04         21.05         22.10         23           2789         01         Mental Health Intern         32.47         34.09         35.80         37.59         39           2889         011         MHSA Programs Coordinator         33.47         35.14         36.90         38.75         40           1386         01         Mosquito & Vector Control Tech         18.44         19.36         20.33         21.35         22           1122         01         Museum Asst         15.80         16.59         17.42         18.29         19		011						39.47	С
1202         01         Mail and Warehouse Specialist         16.60         17.43         18.30         19.22         20           1122         01         Mail Clerk         15.80         16.59         17.42         18.29         19           1451         01         Medical Assistant         19.09         20.04         21.05         22.10         23           1451         01         Medical/Psychiatric Records Clerk         19.09         20.04         21.05         22.10         23           2789         01         Mental Health Intern         32.47         34.09         35.80         37.59         39           2889         011         MHSA Programs Coordinator         33.47         35.14         36.90         38.75         40           1386         01         Mosquito & Vector Control Tech         18.44         19.36         20.33         21.35         22           1122         01         Museum Asst         15.80         16.59         17.42         18.29         19								69.10	Ē
1122         01         Mail Clerk         15.80         16.59         17.42         18.29         19           1451         01         Medical Assistant         19.09         20.04         21.05         22.10         23           1451         01         Medical/Psychiatric Records Clerk         19.09         20.04         21.05         22.10         23           2789         01         Mental Health Intern         32.47         34.09         35.80         37.59         39           2889         011         MHSA Programs Coordinator         33.47         35.14         36.90         38.75         40           1386         01         Mosquito & Vector Control Tech         18.44         19.36         20.33         21.35         22           1122         01         Museum Asst         15.80         16.59         17.42         18.29         19								20.18	C
1451         01         Medical Assistant         19.09         20.04         21.05         22.10         23.           1451         01         Medical/Psychiatric Records Clerk         19.09         20.04         21.05         22.10         23.           2789         01         Mental Health Intern         32.47         34.09         35.80         37.59         39.           2889         011         MHSA Programs Coordinator         33.47         35.14         36.90         38.75         40.           1386         01         Mosquito & Vector Control Tech         18.44         19.36         20.33         21.35         22.           1122         01         Museum Asst         15.80         16.59         17.42         18.29         19.								19.20	c
1451         01         Medical/Psychiatric Records Clerk         19.09         20.04         21.05         22.10         23.           2789         01         Mental Health Intern         32.47         34.09         35.80         37.59         39.           2889         011         MHSA Programs Coordinator         33.47         35.14         36.90         38.75         40.           1386         01         Mosquito & Vector Control Tech         18.44         19.36         20.33         21.55         22.           1122         01         Museum Asst         15.80         16.59         17.42         18.29         19.								23,20	C
2789         01         Mental Health Intern         32.47         34.09         35.80         37.59         39           2889         011         MHSA Programs Coordinator         33.47         35.14         36.90         38.75         40           1386         01         Mosquito & Vector Control Tech         18.44         19.36         20.33         21,35         22           1122         01         Museum Asst         15.80         16.59         17.42         18.29         19								23,20	C
2889         011         MHSA Programs Coordinator         33.47         35.14         36.90         38.75         40           1386         01         Mosquito & Vector Control Tech         18.44         19.36         20.33         21.35         22           1122         01         Museum Assi         15.80         16.59         17.42         18.29         19								39.47	C
1386         01         Mosquito & Vector Control Tech         18.44         19.36         20.33         21.35         22           1122         01         Museum Asst         15.80         16.59         17.42         18.29         19									**
1122 01 Museum Asst 15.80 16.59 17.42 18.29 19.								40.68	
								22.41	С
1 1/25 I U1 IMuseum Curator   21.83 I 22.92 I 24.07 I 25.27 I 26.								19.20	С
								26.53	С
								49.92	_ E
				35.72				43.42	С
	2026			24.84	26.08	27.39	28.76	30.19	C
	1801	ŪΊ		22,59	23.72	24.91	26.15	27.46	C
	2668	041	Paralegal (CC)					38.00	С
								43.10	E
								31.47	C
								35.92	č
								28.36	C
								49.90	č

M-1								
2249	01	Planner I	27,07	28 42	29,84	31,34	32,90	C
2551	01	Planner II	30.09	31.59	33,17	34.83	36,57	C
2883	01	Planner III	33,41	35,08	36,83	38.68	40,61	C
N/A	042	Planning Director	\$60,32/hr					Ē
1681	01	Planning Technician I	21,39	22.46	23,58	24.76	26,00	C
1895	01	Planning Technician II	23_53	24,71	25,94	27.24	28,60	С
2465	01	Plans Examiner I	29.23	30.69	32,23	33.84	35,53	C
2755	01	Plans Examiner II	32,13	33,74	35,42	37.19	39.05	С
2007	01	Power Equip Mechanic I	24,65	25.88	27,18	28,54	29.96	С
2386	01	Power Equip Mechanic II	28.44	29.86	31,36	32,92	34,57	C
2669	01	Power Equip Mechanic II-Fabrication	31.27	32,83	34,48			
						36,20	38.01	С
2825	01	Power Equipment Mechanic, Lead	\$32,83	34,47	36,20	38,00	39.91	C
2528	01	Power-Equip-Mechanic-III	29.86	31.35	32.92	34.57	36.30	C
1102	01	Print Shop Assistant I	15,60	16,38	17,20	18,06	18,96	С
1256	01	Print Shop Assistant II	17.14	18.00	18,90	19.84	20.83	С
2016	01	Printer	24.74	25.98	27.28	28.64	30.07	C
1585	025	Probation Aide	20.43	21.45	22,52	23.65	24.83	С
N/A	04	Probation Officer, Chief	\$76,96/hr					E
3427	025	Probation Unit Supervisor	38.85	40.79	42,83	44.97	47.22	С
6408	042	Program Manager-Special Prosecutions Unit	\$71,41/hr.					Ē
2888	01	Property Tax and Accounting Analyst	33.46	35.13	36,89	38.73	40.67	C
2064	02	Property/Evidence Technician	25.22	26,48	27,81	29.20	30,66	C
N/A	042	Psychiatrist	\$187,57/hr					E
N/A	042	Psychiatrist-Drug Medical Stipend	\$212,16/hr					E
3196	01	Public Conservator/Guardian/Administrator	36.54	38.37	40.29	42.30	44.41	3
N/A	04	Public Health Director	\$66,05/hr					E
3471	011			41.75	42.22	4E 40	47.7E	E
		Public Health Nurse I	39,29	41,25	43,32	45,48	47.76	
3864	011	Public Health Nurse II	43,22	45,38	47,65	50,03	52,53	E
4511	011	Public Health Nurse Supv	49.69	52.17	54.78	57,52	60.40	E
2717	011	Public Health Program Coordinator	31.75	33.34	35.00	36.75	38.59	E
3758	011	Public Health Program Manager	42.16	44.27	46.48	48.81	51.25	Ē
3758	011	Public Health Program Manager - Grants Management	42.16	44.27	46.48	48.81	51.25	E
		Public Services Director		44.21	40,40	40.01	J1_Z0	
N/A	04		\$48,26/hr					E
2186	01	Public Works Inspector	26.44	27,76	29,15	30,61	32.14	C
2449	01	Public Works Lead Inspector	29.07	30.52	32.05	33.65	35.33	С
2175	01	Public Works Maint Lead Worker	26,33	27.65	29.03	30,48	32.00	
2741	01	Public Works Maint Supervisor	31.99	33.59	35.27	37.03	38.88	C
1518	01	Public Works Maint Worker I	19.76	20.75	21,79	22.87	24.02	С
1718	01	Public Works Maint Worker II	21.76	22.85	23.99	25.19	26.45	С
1934	01	Public Works Maint Worker III	23.92	25.12	26.37	27.69	29.07	C
N/A	042	Public Works Maintenance Superintendent	\$48,78/hr					E
3053	01	Public Works Project Engineer	35,11	36.87	38,71	40.64	42.68	С
3404	01	Public Works Sr Project Manager	38.62	40.55	42.58	44.71	46_94	С
3228	01	Public Works Surveyor	36.86	38.70	40.64	42.67	44.B0	С
1638	01	Purchasing Assistant	20.96	22.01	23,11	24.26	25.48	С
1848	.01	Purchasing Assistant II	23.06	24.21	25,42	26.69	28.03	С
2078	01	Purchasing Assistant III	25.36	26.63	27.96	29.36	30.83	Č
3121	01	Purchasing Manager	35.79	37.58	39,46	41.43	43,50	С
1347	01	Recorder Clerk I	18.05	18,95	19,90	20.90	21.94	C
1525	01	Recorder Clerk II	19.83	20.82	21,86	22.96	24.10	С
2556	01	Recorder Clerk Supervisor	30.14	31.65	33.23	34,89	36,64	C
1725	01	Recorder Clerk, Sr	21.83	22.92	24.07	25,27	26.53	С
2201	041	Records and Volunteer Administrator	26.59	27.92	29.32	30.78	32.32	C
1364	041	Records Management Assistant	18.22	19.13	20.09	21.09	22.15	С
2939	011	Registered Nurse (Health)	33,97	35.67	37.45	39.32	41.29	E
1605	-01	Secretary	20.63	21.66	22.74	23.88	25.07	С
2899	041	Senior Administrative Analyst	33.57	35.25	37.01	38.86	40.80	С
2449	01	Senior Building Maintenance Worker	29.07	30,52	32.05	33.65	35.33	C
3984	01	Senior Civil Engineer	44.42	46.64	48.97	51.42	53,99	č
2551	01	Senior Engineering Technician	30.09	31.59	33,17	34,83	36,57	C
N/A	05	Sheriff-Coroner	\$76.18/hr					E
1813	01	Sheriff's Executive Secretary	22.71	23.85	25.04	26.29	27.60	С
2888	01	Sheriff's Fiscal Officer	33.46	35.13	36.89	38.73	40.67	C
2287	02	Sheriff's Security Officer	27.45	28.82	30.26	31.78	33.37	C
	022							
4028		Sheriff's Sergeant (Advanced)	44.86	47:10	49.46	51.93	54.53	C
3811	022	Sheriff's Sergeant (Intermediate)	42,69	44.82	47.07	49.42	51.89	С
1477	01	Sheriff's Services Asst	19.35	20.32	21.33	22,40	23.52	C
1744	01	Sheriff's Services Technician	22.02	23.12	24.28	25.49	26.77	C
2079	01	Social Services Administrative Supervisor	25.37	26.64	27.97	29,37	30.84	č
1451	01	Social Service Aide	19.09	20.04	21.05	22.10		C
				20.04	21.05	22:10	23.20	
N/A	04	Social Services Director	\$66.05/hr					E
2583	01	Social Services Finance Supervisor	30.41	31.93	33.53	35.20	36.96	С
3766	01	Social Services Program Manager	42.24	44.35	46.57	48.90	51.34	E
2002	01	Social Worker I	24.60	25.83	27.12	28.48	29.90	c
2252	01	Social Worker II						č
			27.10	28.46	29.88	31.37	32.94	
2517	01	Social Worker III	29,75	31.24	32.80	34,44	36,16	C
2776	01	Social Worker IV	32.34	33.96	35.65	37.44	39.31	Ċ
2693	01	Social Worker Supervisor I	31.51	33.09	34.74	36.48	38.30	С
3661	01	Solid Waste Program Manager	41.19	43.25	45.41	47.68	50.07	E
1852	01	Solid Waste Program Specialist	23.10	24.26	25.47	26.74	28.08	c
2502	01	Solid Waste Technician	29.60	31.08	32,63	34.27	35.98	C
	01	Staff Service Analyst I	27.35	28.72	30.15	31.66	33.24	C
2277				04.04	00.40			
2552	01	Staff Service Analyst II	30.10	31.61	33.19	34.84	36.59	С
2552				30.22		34.84		C
	01	Staff Service Analyst II Systems Support Analyst Transportation Officer	30.10 28.78 17.01		33.19 31.73 18.75		36.59 34.98 20.68	

1721	02	Transportation Officer	21,79	22.88	24.02	25.22	26.49	С
N/A	05	Treasurer-Tax Collector	\$68_15/hr					Ε
2028	01	Treasury Technician	24,86	26.10	27.41	28.78	30.22	С
N/A	04	Undersheriff	\$76.96/hr					Е
3114	011	Utilization & Quality Management Coordinator I	35.72	37.51	39.38	41.35	43.42	
3472	011	Utilization & Quality Management Coordinator II	39.30	41.27	43.33	45.49	47.77	
N/A	04	Veterans Services Officer	\$38.73/hr					E
1652	01	Victim/Witness Advocate	21.41	22.48	23.60	24.78	26.02	С
3201	01	Web Programmer/Developer	36,59	38,42	40.34	42.36	44.48	C