

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

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 REMOTELY CALL IN USING 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>

If all Board Members are present in person, public participation by Zoom is for convenience only. If the zoom feed is lost/hacked for any reason, the meeting may nevertheless go forward at the discretion of the Chair. The only assurance of live comments being received by the Board is to attend in person. The Chair will call the meeting to order and after Board input, will invite the public to comment in person and online.

REGULAR MEETING AGENDA

DATE: Tuesday, December 19, 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. CONFIDENTIAL MINUTES:

- 2.a. Review and possible approval of the December 5, 2023 Confidential Minutes.
Suggested Action: Approval.

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

PLEDGE OF ALLEGIANCE:

(AGENDA)

(December 19, 2023)

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).

3. REGULAR AGENDA:

- 3.a. Homeless Persons' Memorial Day: Discussion and possible action relative to adoption and presentation of a Resolution recognizing December 21, 2023 as National Homeless Persons' Day.
Suggested Action: Adoption and Presentation.
[RES 23-0XX Homeless Persons Memorial.docx](#)
- 3.b. Request by Advenco, LLC for a declaration of public convenience in regards to their pending Department of Alcoholic Beverage Control (ABC) application to sell alcoholic beverages at the Pardee Marina General Store. This declaration is required because the number of licenses in the census tract exceeds the current number allowable.
Suggested Action: If so desired, declare a public convenience or necessity and direct staff to indicate such to the ABC Board
[Advenco LLC ABC-245.pdf](#)
[Attachment #5 - ABC-257 Pardee Marina General Store 2.pdf](#)
[Attachment #4 - ABC-257 Pardee Marina General Store - 1.pdf](#)
- 3.c. Discussion and possible action relative to a request for funding for improvements to Plymouth Veterans Park by Jim Wise, with the Plymouth Rotary. The funds would be given to the City of Plymouth from the Veterans Fund after an agreement is created and signed. No General Funds would be used. The Veterans Fund currently sits at approximately \$161,000, with the exact amount including current interest to be determined at the time of the agreement.
Suggested Action: Pleasure of the Board.
[Agreement- Vets Memorial Fund Transfer.docx](#)
- 3.d. Proposed Resolution of Intention to establish regulations for future wineries, tasting rooms, and event locations in the A/Agricultural and R1A/Single-family Residential zoning districts, and in future enrollments into the AG/Exclusive Agricultural (Williamson Act) zoning district
Suggested Action: Adopt Resolution if Intention
[Staff Memo.12-19-23 BOS.winery ordinance.pdf](#)
[Resolution of Intention - winery changes in the Ag zones.docx](#)
[Proposed A district uses.10-04-23 REDLINE.pdf](#)
[Proposed AG district uses.10-04-23 REDLINE.pdf](#)
[Proposed R1A district uses.10-04-23 REDLINE.pdf](#)
[General Plan Idling limits.pdf](#)
[Chapter 9.44 PUBLIC NUISANCE NOISE.pdf](#)

[Comments.pdf](#)
[BOS.July 25 2023 Minutes Excerpt.pdf](#)

- 3.e. SR 88 Pine Grove Corridor Improvements Project
Suggested Action: One of the following:
1. Do nothing at this time and wait to see if additional funds from external sources can be committed to the project, with the deadline to award the current bid being January 21, 2024.
OR 2. A) Award ITB 23-23 SR88 Pine Grove Corridor Improvements project to George Reed in an amount not to exceed \$9,858,426.00 and 2) Authorize the Board Chairman to sign the construction contract based on the standard sample contract (attached) contingent upon County Counsel and the Director of Public Works approval and C) delegate authority to the Public Works Director to accept completion of the work and sign and record a Notice of Completion if no liens or stop notices have been served within the thirty (30) day period and D) Authorize the Board Chair to sign the agreement and release of claims upon completion of the project and authorize the Public Works Director to release retention and final payment to the contractor.
OR 3. Reject all bids and direct staff to scale project back to fit the current available funding.
OR 4. Reject all bids and terminate the project.
[BOS Memo SR 88 Pine Grove Corridor Improvements Project.pdf](#)
[ITB 23-23_Bid Eval Memo w attachments.pdf](#)
[ITB 23-23 Sample Contract.pdf](#)
- 3.f. Review and possible approval of the December 5, 2023 Board of Supervisors Meeting Minutes.
Suggested Action: Approval.
[December 5, 2023 DRAFT Minutes.docx](#)

4. PUBLIC HEARING: **10:30 A.M.**

- 4.a. Community Facilities District 2006-1 (Annexation #15): Discussion and possible action relative to a public hearing to consider:
1. Adoption of a Resolution determining to submit question of annexation territory to Community Facilities District 2006-1 (Fire Protection Services), County of Amador, State of California to the landowners in the territory proposed for Amador, State of California, to the landowners in the territory proposed for annexation (Annexation #15); and
2. Adoption of a Resolution declaring the results of the special election to annex certain territory to Community Facilities District 2006-1 (Fire Protection Services), Count of Amador, State of California (Annexation #15).
Suggested Action: Pleasure of the Board.
[Staff Report @ public hearing \(1\).doc](#)
[Staff Report @ public hearing \(2\).doc](#)
[Resolution Determining to Submit Question to Election Annex No 15_LG](#)
[Comments_final.doc](#)
[Resolution Declaring Election Results Annex No. 15.doc](#)
- 4.b. General Services Administration - Capital Facility Annual Disclosure Review with Annual CCI Adjustment
Suggested Action: Based upon Board feedback; (1) Approve the resolution to accept the 2022/23

Annual Disclosure and Review increasing the CFF by the 2.5% CCI effective January 1, 2024.

[2022-2023 CFF BOS Annual Disclosure Review Memo 12.12.23 \(1\).pdf](#)

[Annual CFF Report FY22-23.pdf](#)

[Attachment A Table 1 2 3 FY 22-23.pdf](#)

[Attachment B.pdf](#)

[CFF BOS Resol 21-XX_12.19.23.pdf](#)

[Notice of Public Hearing.pdf](#)

[Proof of Publication.pdf](#)

5. 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).

- 5.a. Declaring Local State of Emergency in Amador County Due to Pervasive Tree Mortality.
Suggested Action: Receive and File.
[Tree_Mortality.doc](#)
- 5.b. Agricultural Advisory Committee: Approval of the re-appointments of David Bassett to fill the seat of District I, John Gonsalves as alternate, Dan Port to fill the seat of District II, John Allen, Jr. to fill the seat of District IV, and Mark Bennett as the alternate serving as District V on the Planning Commission effective December 2023 through December 2026.
Suggested Action: Approve the re-appointments.
- 5.c. Building Department-Limited Density Owner-Built Rural Dwelling / LD234373- ONO
Suggested Action: Adopt the resolution and authorize the Chairperson to sign the "Agreement".
[LDRD - Resolution.docx](#)
[ONO - ATF.pdf](#)
[ONO - SIGNED AGREEMENT.pdf](#)
- 5.d. Resolution of Off Highway Motor Vehicle Agreement
Suggested Action: Resolution of Off Highway Motor Vehicle Agreement
[Resolution Off Highway Vehicle.docx](#)
[G23-03-50-L01 Draft Project Agreement.pdf](#)
- 5.e. Budget Transfer from Contingencies to the Promotions Department to support the Film Commission in FY 23/24 per Board decision on December 5, 2023.
Suggested Action: Approve
[BOS Memo - Budget Transfer 7899 to Dept 1910_12.07.23.pdf](#)
[BT 7899 to 1910_12.07.23.pdf](#)
- 5.f. Treasurer/Tax Collector: Resolution declaring unclaimed monies held in the County Treasury to be the property of the County of Amador and transferring said unclaimed amounts to the County General Fund.
Suggested Action: Approval
[RES 23-XXX Unclaimed Monies.doc](#)
- 5.g. Public Health Department: Approve the addition of a Public Health Program Coordinator position and the Budget Transfer Request to allocate the funding of the previously approved Future of Public Health Grant. This grant will fund this position and equipment for community events.

Suggested Action: Approve

[Memo- Public Health Program Coordinator_add_position.doc](#)

[Budget Transfer Request PH 11.21.23.pdf](#)

- 5.h. Assessor Roll Corrections - approval of roll correction for P19 base year value transfer being decreased over \$150,000.
Suggested Action: Approve
[OBRIEN & FERDANI.pdf](#)
- 5.i. BUILDING DEPARTMENT: AGREEMENT TO LIMIT USE OF AGRICULTURAL STRUCTURE FOR AG234657 - ALDEA
Suggested Action: ADOPT THE RESOLUTION AND AUTHORIZE THE CHAIRPERSON TO SIGN THE "AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE"
[AG234657.APN Map.12.11.2023.pdf](#)
[AG234657.Notarized Agreement.12.11.2023.pdf](#)
[AG234657.Resolution.12.11.2023.docx](#)
- 5.j. Resolution Approving Authorized Officials for Grant Funding through the Federal Department of Homeland Security.
Suggested Action: Request the Chairman's signature for Board of Supervisors to approve a resolution naming the following persons as Authorized Officials authorized to execute applications and documents for financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California, for FY 2022, FY 2023, and FY 2023.
[Resolution Homeland Security Grants.doc](#)
- 5.k. General Services Administration ITB 23-28 Amador County Sheriff's Office Second Floor Carpet Replacement
Suggested Action: 1) Award Invitation to Bid ITB 23-28 Amador County Sheriff's Office Second Floor Carpet Replacement in the amount not to exceed \$10,343.00 to Harold W. Thompson, located in Stockton, CA and; 2) Authorize the Board Chair to sign the Construction Contract based upon the standard sample contract (attached) contingent upon County Counsel and the GSA Director's approval and; 3) Authorize the GSA Director to accept final completion of the work and record a Notice of Completion.
[ITB 23-28 Project Approval Board Memo 12.7.23.pdf](#)
[ITB 23-28 Bid Receipt Log_12.7.23.pdf](#)
[ITB 23-28 Evaluation of Bids 12.7.23.pdf](#)
[ITB 23-28 Sample Contract 12.7.23.pdf](#)
- 5.l. General Services Administration - F-86F Sabre Standard Renewal Loan Agreement
Suggested Action: Approve the Standard Renewal Loan Agreement with the Department of the Navy, National Naval Aviation Museum.
[Airport Memo 12.12.23.pdf](#)
[2023-2028 NATIONAL NAVAL AVIATION MUSEUM LOAN PROGRAM 12.12.23.pdf](#)
- 5.m. County of Amador Agreement with Buena Vista Biomass Power, LLC.
Suggested Action: Approval.
[SKMBT_C284e23120616340.pdf](#)
- 5.n. General Services Agency: Custodian II Status Change from Part-time to Full-Time
Suggested Action: Approve
[Memo - Custodian II Status Change.doc](#)

- 5.o. Amador Fire Safe Council: Discussion and possible action relative to approval of the Chairman's signature on letters of support for two grant applications the AFSC will be submitting in early January 2024. The proposed projects are as follows:
Ohio Hill Fuel Break Project (22-WP-AEU-57497816)
Volcano Hills Fuel Break Project (22-WP-AEU-57498028)
Suggested Action: Approval
[BOS Cover Note.pdf](#)
[BOS LOS_VolcanoHills \(1\).docx](#)
[BOS_LOS_OhioHill__1_.docx](#)
- 5.p. 23-21 Amador County Main Street Drytown Improvements
Resolution of Acceptance
Final Agreement and Release of Claims
Consolidated Engineering, Inc.
Suggested Action: 1. Adopt resolution accepting the 23-21 Amador County Main Street Drytown Improvements as complete;
2. Authorize Chairman to sign Agreement and Release of Claims;
3. Approve the change order amount of \$16,309.00.
[BOS Memo 23-21 Contract Closeout.pdf](#)
[ATTACHMENT A Main Street Executed.pdf](#)
[23-21 Resolution of Acceptance.doc](#)
[CCO Main Street Signed.pdf](#)
[Estimate Verification_23-21 Main Street_revised.pdf](#)
- 5.q. Public Health - Approval of CMS Plan.
Suggested Action: Approve and Sign. Fiscal year 2023-2024 CMS Plan.
[FY23-24 Annual CMS Plan.pdf](#)
- 5.r. Request to Advertise ITB 23-30, Carbondale Road Bridge Replacement Project Over Willow Creek - Bids to be Received on February 8, 2024
Suggested Action: 1. Approve project plans and specifications as on file in the County of Amador's Department of Transportation and Public Works.
2. Advertise the project as required by law.
3. Receive bids on February 8, 2024, or thereafter, if specified in an addendum issued by the Director of General Services.
4. Authorize the Director of Transportation and Public Works to record Notice of Completion for said project.
[BOS_Request_to_Advertise_ITB_23-30.pdf](#)
[NTB.pdf](#)

6. ADJOURNMENT: UNTIL TUESDAY, JANUARY 9, 2024 AT 9:00 A.M. (CLOSED SESSION BEGINS AT 8:30 A.M.)

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the Clerk of the Board staff, at (209) 223-6470 or (209) 257-0619 (fax). Requests must be made as early as possible and at least one-full business day before the start of the meeting. Assisted hearing devices are available in the Board Chambers for public use during all public meetings. Pursuant to Government Code 54957.5, all materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at and after the time of such distribution, in the office of the Clerk of the Board of Supervisors, 810 Court Street, Jackson, California 95642, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials that are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 19, 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

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 19, 2023

SUBJECT

Review and possible approval of the December 5, 2023 Confidential Minutes.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 19, 2023

SUBJECT

Homeless Persons' Memorial Day: Discussion and possible action relative to adoption and presentation of a Resolution recognizing December 21, 2023 as National Homeless Persons' Day.

Recommendation:

Adoption and Presentation.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

- [RES 23-0XX Homeless Persons Memorial.docx](#)

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

RESOLUTION IN RECOGNITION OF NATIONAL HOMELESS PERSONS' MEMORIAL DAY

WHEREAS, the National Coalition for the Homeless and the National Health Care for the Homeless Council have designated December 21, 2023, as National Homeless Persons' Memorial Day; and

WHEREAS, each year thousands of men, women, and children die in California without stable and secure shelter; and

WHEREAS, homelessness and the risk of homelessness continues to be a serious challenge for many Amador County residents who have the right to adequate food, housing, clothing, safety, and health care; and

WHEREAS, shelter is a fundamental right and basic human need, and homelessness raises a person's risk of illness, injury, and death; and

WHEREAS; the winter poses extreme hardship for unsheltered and inadequately housed low-income individuals and families in Amador County; and

WHEREAS, the Amador County Homeless Task Force has worked diligently to advance potential solutions and bring awareness to the struggles of our unhoused neighbors; and

WHEREAS, local nonprofit organizations Small Change For Big, Sierra Wind Wellness Center, and Operation Care will host the Second Annual Longest Night Vigil in Amador County on December 21, 2023, in Jackson's Petkovich Park; and

WHEREAS, the Homeless Person's Memorial service in Jackson will commemorate our neighbors who have passed away as a result of homelessness, as local residents join individuals across the state and country remembering those who have died in their own communities; and

WHEREAS; in remembering those who have died without homes of their own, we recognize the urgency of ending homelessness, the need for compassionate response, and the county's collective commitment to prevent such deaths in the future;

THEREFORE, BE IT RESOLVED BY THE AMADOR COUNTY BOARD OF SUPERVISORS that December 21, 2023, is hereby named and recognized as National Homeless Persons' Memorial Day in Amador County to remember those who have died while experiencing homelessness and to encourage citizens to celebrate their memory and work to address the factors that lead to homelessness.

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 19th day of December 2023, by the following vote:

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: December 19, 2023

SUBJECT

Request by Advenco, LLC for a declaration of public convenience in regards to their pending Department of Alcoholic Beverage Control (ABC) application to sell alcoholic beverages at the Pardee Marina General Store. This declaration is required because the number of licenses in the census tract exceeds the current number allowable.

Recommendation:

If so desired, declare a public convenience or necessity and direct staff to indicate such to the ABC Board

4/5 vote required:

No

Distribution Instructions:

Clerk

ATTACHMENTS

- [Advenco LLC ABC-245.pdf](#)
- [Attachment #5 - ABC-257 Pardee Marina General Store 2.pdf](#)
- [Attachment #4 - ABC-257 Pardee Marina General Store - 1.pdf](#)

INFORMATION AND INSTRUCTIONS -

SECTION 23958.4 B&P

- Instructions
- This form is to be used for all applications for original issuance or premises to premises transfer of licenses.
 - Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
 - Part 2 is to be completed by the applicant, and returned to ABC.
 - Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

PART 1 - TO BE COMPLETED BY ABC

GEOCODE: ~~302~~ 0300

1. APPLICANT'S NAME
ADVENCO LLC

2. PREMISES ADDRESS (Street number and name, city, zip code)
4900 STONY CREEK RD, IONE, CA. 95640

3. LICENSE TYPE
20

4. TYPE OF BUSINESS

<input type="checkbox"/> Full Service Restaurant	<input type="checkbox"/> Hofbrau/Cafeteria	<input type="checkbox"/> Cocktail Lounge	<input type="checkbox"/> Private Club
<input type="checkbox"/> Deli or Specialty Restaurant	<input type="checkbox"/> Comedy Club	<input type="checkbox"/> Night Club	<input type="checkbox"/> Veterans Club
<input type="checkbox"/> Cafe/Coffee Shop	<input type="checkbox"/> Brew Pub	<input type="checkbox"/> Tavern: Beer	<input type="checkbox"/> Fraternal Club
<input type="checkbox"/> Bed & Breakfast:	<input type="checkbox"/> Theater	<input type="checkbox"/> Tavern: Beer & Wine	<input type="checkbox"/> Wine Tasting Room
<input type="checkbox"/> Wine only	<input type="checkbox"/> All		

Supermarket

Liquor Store

Drug/Variety Store

Other - describe: **MARINA GENERAL STORE -SNACKS,**

Membership Store

Department Store

Florist/Gift Shop

Service Station

Convenience Market

Convenience Market w/Gasoline

Swap Meet/Flea Market

Drive-in Dairy

5. COUNTY POPULATION
37377

6. TOTAL NUMBER OF LICENSES IN COUNTY
NA

7. RATIO OF LICENSES TO POPULATION IN COUNTY
1:733

8. CENSUS TRACT NUMBER
5

9. NO. OF LICENSES ALLOWED IN CENSUS TRACT
4

10. NO. OF LICENSES EXISTING IN CENSUS TRACT
6

11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)
 Yes, the number of existing licenses exceeds the number allowed
 No, the number of existing licenses is lower than the number allowed

12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS?
 Yes (Go to Item #13) No (Go to Item #20)

13. CRIME REPORTING DISTRICT NUMBER
NA

14. TOTAL NUMBER OF REPORTING DISTRICTS
NA

15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS
NA

16. AVERAGE NO. OF OFFENSES PER DISTRICT
NA

17. 120% OF AVERAGE NUMBER OF OFFENSES
NA

18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT
NA

19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency)
 Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17
 No, the total number of offenses in the reporting district is lower than the total number in item #17

20. CHECK THE BOX THAT APPLIES (check only one box)

a. If "No" is checked in both item #11 and item #19, Section 23958.4 B&P does not apply to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.

b. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 25503.16(b) B&P, or a retail license issued in conjunction with a beer manufacturer's license, or winegrower's license, advise the applicant to complete Section 2 and bring the completed form to ABC when filing the application or as soon as possible thereafter.

c. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, an on-sale general (public premises) license, or an on-sale general music venue license, advise the applicant to take this form to the local governing body, or its designated subordinate officer or body to have them complete Section 3. The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name: **AMADOR COUNTY BOARD OF SUPERVISORS, 810 COURT ST, JACKSON, CA. 95642**

FOR DEPARTMENT USE ONLY

PREPARED BY (Name of Department Employee)

CARMEN ALFARO

PART 2 - TO BE COMPLETED BY THE APPLICANT (If box #20b is checked)

21. Based on the information on the reverse, the Department may approve your application if you can show that public convenience or necessity would be served by the issuance of the license. Please describe below the reasons why issuance of another license is justified in this area. You may attach a separate sheet or additional documentation, if desired. Do *not* proceed to Part 3.

22. APPLICANT SIGNATURE

23. DATE SIGNED

PART 3 - TO BE COMPLETED BY LOCAL OFFICIALS (If box #20c is checked)

The applicant named on the reverse is applying for a license to sell alcoholic beverages at a premises where undue concentration exists (i.e., an over-concentration of licenses and/or a higher than average crime rate as defined in Section 23958.4 of the Business and Professions Code). Sections 23958 and 23958.4 of the Business and Professions Code requires the Department to deny the application unless the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance.

Please complete items #24 to #30 below and certify or affix an official seal, or attach a copy of the Council or Board resolution or a signed letter on official letterhead stating whether or not the issuance of the applied for license would serve as a public convenience or necessity.

24. WILL PUBLIC CONVENIENCE OR NECESSITY BE SERVED BY ISSUANCE OF THIS ALCOHOLIC BEVERAGE LICENSE?

Yes No See Attached (i.e., letter, resolution, etc.)

25. ADDITIONAL COMMENTS, IF DESIRED (may include reasons for approval or denial of public convenience or necessity):

26. CITY/COUNTY OFFICIAL NAME

27. CITY/COUNTY OFFICIAL TITLE

28. CITY/COUNTY OFFICIAL PHONE NUMBER

29. CITY/COUNTY OFFICIAL SIGNATURE

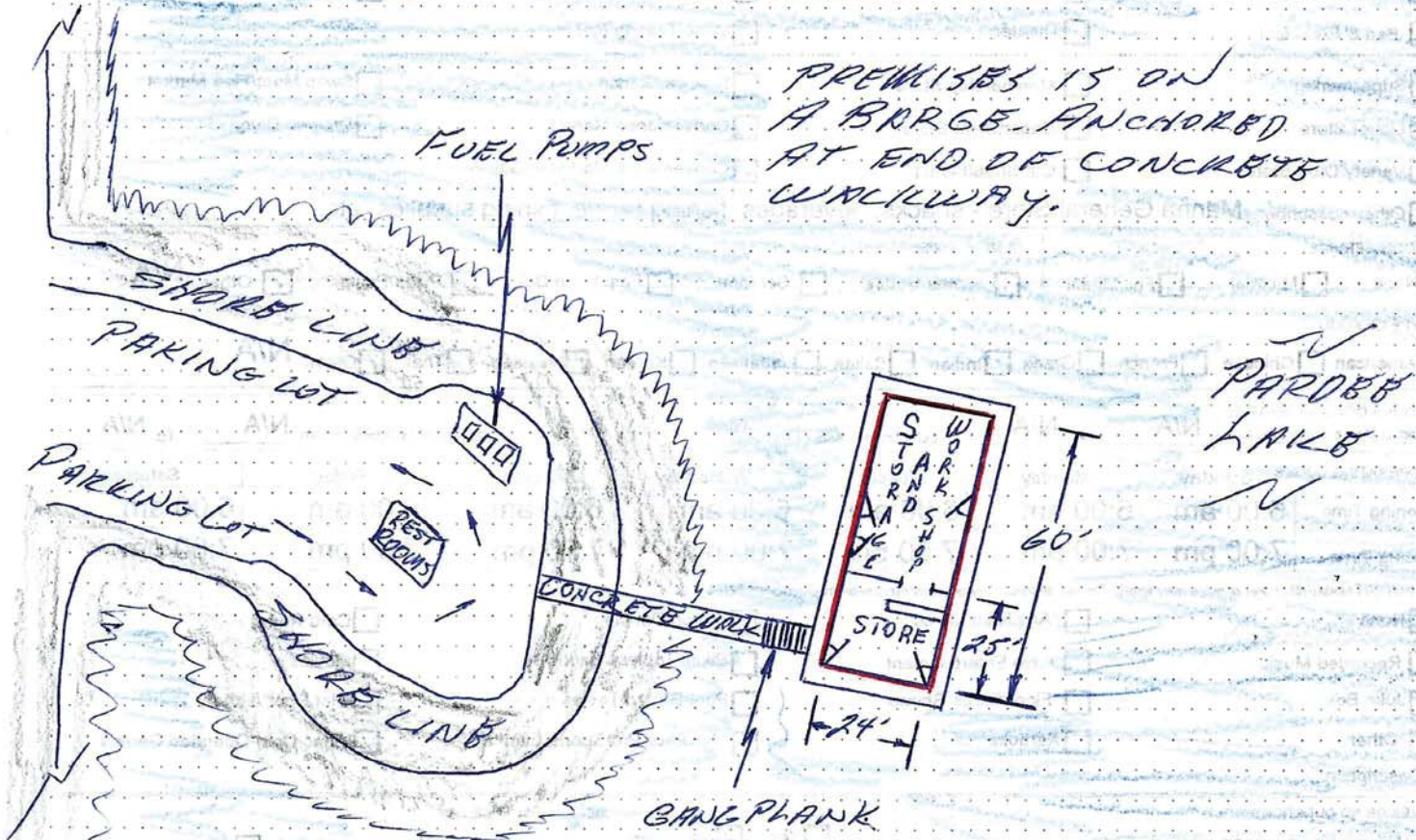
30. DATE SIGNED

LICENSED PREMISES DIAGRAM (RETAIL)

1. APPLICANT'S NAME(S) (If an individual, last name, first name, middle name. Name of entity if corporation, limited partnership or limited liability company.)	2. LICENSE TYPE
Advenco LLC	20
3. PREMISES ADDRESS (Street number and name, city, zip code)	4. NEAREST CROSS STREET
4900 Stoney Creek Rd, Marina General Store, Lone, CA 95640	Pardee Dam Rd.

The diagram below is a true and correct description of the entrances, exits, interior walls and exterior boundaries of the premises to be licensed, including dimensions and identification of each room (i.e., "storeroom", "office", etc.). The area to be licensed must be outlined in red.

DIAGRAM



WHEN ANCHORED FLOATING SLIPS ARE CONNECTED TO THE FLOATING BARGE / MARINA GENERAL STORE.

It is hereby declared that the above-described premises and character of premises, as indicated on the reverse side, will not be changed in accordance with Rule 64.2 of the California Code of Regulations without first notifying and securing approval of the Department of Alcoholic Beverage Control. Substantial changes to the premises may require an application fee in accordance with Section 24072 of the Business and Professions Code. I declare under penalty of perjury that the foregoing is true and correct.

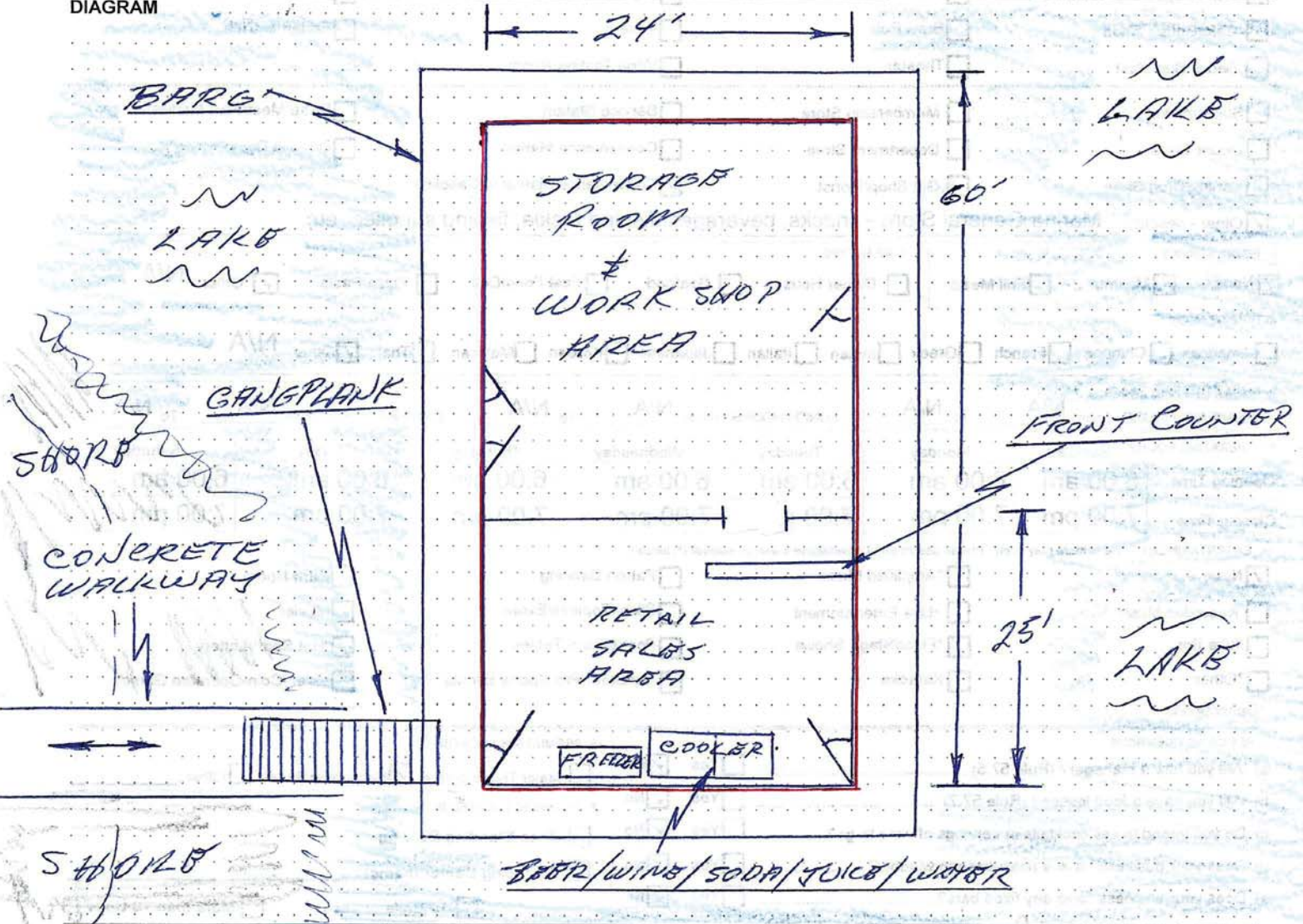
APPLICANT SIGNATURE (Only one signature required)	DATE SIGNED
	10/23/23
FOR ABC USE ONLY	
CERTIFIED CORRECT (Signature)	INSPECTION DATE
PRINTED NAME	

LICENSED PREMISES DIAGRAM (RETAIL)

1. APPLICANT'S NAME(S) (If an individual, last name, first name, middle name. Name of entity if corporation, limited partnership or limited liability company.)	2. LICENSE TYPE
Advenco LLC	20
3. PREMISES ADDRESS (Street number and name, city, zip code)	4. NEAREST CROSS STREET
4900 Stoney Creek Rd, Marina General Store, Lone, CA 95640	Pardee Dam Rd.

The diagram below is a true and correct description of the entrances, exits, interior walls and exterior boundaries of the premises to be licensed, including dimensions and identification of each room (i.e., "storeroom", "office", etc.). The area to be licensed must be outlined in red.

DIAGRAM



It is hereby declared that the above-described premises and character of premises, as indicated on the reverse side, will not be changed in accordance with Rule 64.2 of the California Code of Regulations without first notifying and securing approval of the Department of Alcoholic Beverage Control. Substantial changes to the premises may require an application fee in accordance with Section 24072 of the Business and Professions Code. I declare under penalty of perjury that the foregoing is true and correct.

APPLICANT SIGNATURE (Only one signature required)	DATE SIGNED
<i>[Signature]</i>	10/23/23

FOR ABC USE ONLY		
CERTIFIED CORRECT (Signature)	PRINTED NAME	INSPECTION DATE
<i>[Signature]</i>		

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: December 19, 2023

SUBJECT

Discussion and possible action relative to a request for funding for improvements to Plymouth Veterans Park by Jim Wise, with the Plymouth Rotary. The funds would be given to the City of Plymouth from the Veterans Fund after an agreement is created and signed. No General Funds would be used. The Veterans Fund currently sits at approximately \$161,000, with the exact amount including current interest to be determined at the time of the agreement.

Recommendation:

Pleasure of the Board.

4/5 vote required:

No

Distribution Instructions:

Clerk, Auditor, Budget

ATTACHMENTS

- [Agreement- Vets Memorial Fund Transfer.docx](#)

**AGREEMENT TRANSFERRING THE DISTRICT FIVE VETERANS
MEMORIAL HALL FUNDS**

THIS AGREEMENT TRANSFERRING THE DISTRICT FIVE VETERANS MEMORIAL HALL FUNDS (this “Agreement”) is entered into as of _____, 2023 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (“County”) and the CITY OF PLYMOUTH, a municipal corporation (“City”).

RECITALS

A. In the years following World War II, the County of Amador collected tax revenue by supervisorial district for various veterans memorial projects, such as meeting halls or other similar public memorial venues. While the collection of such taxes has long-since ended, the County remains in possession of approximately \$161,711.68 in such funds allocated to the District 5 area.

B. The City of Plymouth, which is located within the District 5 area, currently owns and maintains Veterans Park, which is located at 18358 Empire Street in Plymouth.

C. The Rotary Club of Plymouth-Foothills (“Rotary”) in cooperation with the City of Plymouth and others are currently planning and implementing improvements to Veterans Park (“Project”).

D. Rotary representatives have requested a contribution to the Veterans Park project from the County of Amador.

E. The County is willing to transfer the remainder of the funds in the District Five Veterans Memorial Hall account for use on the Project, and the City has agreed to accept those funds and apply them to the completion of the Project as set forth in this Agreement.

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

1. RECITALS. The parties acknowledge the truth of the above recitals, which are incorporated into this Agreement by this reference.
2. TRANSFER OF IMPACT FEES. Within thirty (30) days of the date of this Agreement, the County shall transfer to the City \$161,711.68.
3. CITY’S OBLIGATIONS.
 - a. The City shall only use the transferred fund towards the Veterans Park project, and shall provide County with written notice to the County upon of completion of the project.

b. The City shall comply with all applicable legal requirements related to Project and the expenditure of the transferred funds.

c. Within 30 days after completion of the project or expiration of this Agreement, the City shall return any unexpended Impact Fees to the County.

d. City agrees to defend, indemnify, and hold harmless the County , its officers, agents, and employees from and against any liability, loss, damage, claims, cause of action, judgments, costs, staff time, losses, expenses, and any other costs of defense arising out of, resulting, or anyway related to the Project.

4. TERM. This Agreement shall expire upon the earlier of completion of the Project or 2 years from the date of this Agreement, unless extended in writing by the parties.

5. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To City: Margaret Roberts
 City Manager
 P.O. Box 429
 Plymouth, CA 95669

To County: Chuck Iley
 County Administrative Officer
 810 Court Street
 Jackson, CA 94642

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

7. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California and that the venue for any action to enforce provisions of this Agreement shall be in Amador County.

[SIGNATURES ON FOLLOWING PAGE]

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

COUNTY OF AMADOR

CITY OF PLYMOUTH

BY: _____
Chairman, Board of Supervisors

BY: _____
Mayor, City of Plymouth

ATTEST:
JENNIFER BURNS, Clerk of the Board of Supervisors

ATTEST:
City Clerk

BY: _____

BY: _____

APPROVED AS TO FORM:
Office of the County Counsel

APPROVED AS TO FORM:
Counsel for City of Plymouth

BY: _____
Gregory Gillott

BY: _____

Board of Supervisors Agenda Item Report

Submitting Department: Planning
Meeting Date: December 19, 2023

SUBJECT

Proposed Resolution of Intention to establish regulations for future wineries, tasting rooms, and event locations in the A/Agricultural and R1A/Single-family Residential zoning districts, and in future enrollments into the AG/Exclusive Agricultural (Williamson Act) zoning district

Recommendation:

Adopt Resolution if Intention

4/5 vote required:

No

Distribution Instructions:

Planning

ATTACHMENTS

- [Staff Memo.12-19-23 BOS.winery ordinance.pdf](#)
- [Resolution of Intention - winery changes in the Ag zones.docx](#)
- [Proposed A district uses.10-04-23 REDLINE.pdf](#)
- [Proposed AG district uses.10-04-23 REDLINE.pdf](#)
- [Proposed R1A district uses.10-04-23 REDLINE.pdf](#)
- [General Plan Idling limits.pdf](#)
- [Chapter 9.44 PUBLIC NUISANCE NOISE.pdf](#)
- [Comments.pdf](#)
- [BOS.July 25 2023 Minutes Excerpt.pdf](#)



MEMORANDUM

TO: Board of Supervisors
FROM: Chuck Beatty, Planning Director
DATE: December 13, 2023
RE: Proposed Resolution of Intention to establish regulations for future wineries, tasting rooms, and event locations in the A/Agricultural and R1A/Single-family Residential zoning districts, and in future enrollments into the AG/Exclusive Agricultural (Williamson Act) zoning district

The potential for wine tasting rooms and their ancillary activities to have adverse effects on the environment prompted the Land Use Committee to initiate discussions with the local wine industry and the public about ways to mitigate and minimize future impacts.

The impacts that have generated the most public concern are noise, traffic, and lighting which are often attributable to social gatherings and events with attendance numbers that exceed those of customary wine production, tasting, and marketing. Large gatherings can have a diminishing effect on the integrity of agricultural regions when they are focused more toward the event and entertainment industry than the production and marketing of wine.

The general discussion with the wine industry and the public began in 2021 following the Planning Commission's recommendation that the County reassess its practice of exempting new Williamson Act enrollments from CEQA analysis due to the potential expansion of land uses allowed by contract. This led the Board to consider amending the County Code to require full CEQA analysis for new tasting rooms through the use permit process. Ultimately, the concept was rejected in favor of a broader review of the existing codes.

The Board's Land Use Committee began review of the codes related to wineries in April, 2022, and the issue was a discussion item on ten of the Committee's meetings through November, 2023. The Committee received significant input from the public, individual winery operators, and the Amador Vintners Association. Recommendations for making change to the winery codes ranged from requests for no change to suggestions that most events be prohibited. Numerous draft ordinances were circulated to give all of the interested parties an opportunity to review and comment on the various proposals. Throughout the process, the primary concerns and discussion points were:

- Maintaining the agricultural integrity and character of the County
- Maintaining a balance between regional economic development and quality of life
- Mitigation of future winery, tasting room, and event impacts without penalizing existing facilities
- Regulations that are based on parcel size and type rather than a one-size-fits-all approach
- Property setbacks based on event intensity or frequency rather than specific on-site uses

- Minimizing traffic impacts by spreading events and tasting room hours throughout the week rather than limiting operating hours or event days
- Increasing public education through better dissemination of rules and regulations
- Allowing existing facilities to continue operations under current ordinances rather than creating non-conforming uses
- Prioritizing agricultural use (vineyards, wine production, wine tasting) over entertainment (special events, concerts)
- Applying the County noise ordinance to wineries, tasting rooms, and events
- Enforcement of existing and new rules

To address these issues and limit future impacts to the County’s agricultural regions, the Land Use Committee is recommending changes to future winery, tasting room, and event operations based on attendance levels, setback distances, and location on major versus minor road classifications (which are still to be determined). The primary changes are listed below.

- Wineries with building permits issued prior to the adoption date of the ordinance revisions will be allowed to continue operations, including expansion, under the terms of existing ordinances which will remain in place
- Wineries with building permits issued after the adoption date of the ordinance revisions will meet the terms of the new ordinances
- Attendance levels for events at new wineries will be based on the setback distance of event use areas from adjoining properties and frontage on “major roads”
- All new wineries will be allowed the following hours of operation and event types/sizes:
 - tasting room hours of 10am to 6pm, 7 days/week
 - participation in Amador Vintners Association sanctioned events
 - 12 wine club events per year with up to 200 attendees
 - 6 social events per year with up to 60 attendees
- New wineries with a 200-foot setback for event use areas will be allowed an additional 12 social events per year with up to 200 attendees
- New wineries with a 400-foot setback for event use areas will be allowed an additional 12 social events per year with up to 250 attendees and 12 special events per year with up to 300 attendees
- Parking areas will be required to be setback 50 feet from residential properties with an occupied residence (100 feet for idling vehicles)

Items that still have to be evaluated through the amendment process include:

- Application of the County Noise Ordinance to tasting rooms and special events, which are currently exempt as commercial uses

- The extent to which the County wants to allow the event and entertainment industry to be part of agricultural operations
- Application of General Plan idling times for construction equipment (5 minutes) to vehicles visiting wineries, particularly buses and limousines
- The application of fire access codes as a case-by-case determination of the Fire Marshal or codified into the winery ordinances
- Application of the General Plan noise limits (10pm to 7am quiet hours) versus requiring an earlier end time for amplified music/sound

The first step toward a County-initiated change to the zoning code is adoption of a Resolution of Intention detailing the nature of the potential amendment. The matter would then be forwarded to staff and the Planning Commission to discuss possible text amendments, and ultimately presented to the Board for action. The Planning Commission and Board of Supervisors meetings will require public hearings.

Per the Land Use Committee's recommendation, the proposed Resolution of Intention directs staff and the Planning Commission to begin proceedings necessary to consider possible amendments to County Code Chapters 19.24.036, 19.24.040, and 19.24.045 by adding additional text for new wineries, tasting rooms, an event use areas within the A, Agricultural and R1A/Single-family Residential and Agricultural zoning districts, and in future enrollments into the AG/Exclusive Agricultural (Williamson Act) zoning district.

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

IN THE MATTER OF:

RESOLUTION OF INTENTION TO AMEND TITLE 19)
(ZONING) OF THE AMADOR COUNTY CODE TO CONSIDER)
ADOPTING REGULATIONS FOR NEW WINERIES, TASTING) RESOLUTION NO. 23-
ROOMS AND EVENT USE AREAS IN THE AG/EXCLUSIVE)
AGRICULTURE, A/AGRICULTURAL, AND R1A/SINGLE)
FAMILY RESIDENTIAL ZONING DISTRICTS.

WHEREAS, there are approximately 200,000 acres of agriculturally-zoned land in Amador County;
and

WHEREAS, approximately half of the agriculturally zoned land in Amador County allows wineries
and tasting rooms to conduct unlimited events with up to 125 attendees and 12 annual events with up to 450
attendees; and

WHEREAS, wineries, tasting rooms, and associated events have the potential to have adverse impacts
on the environment that could be evaluated and mitigated through the adoption of stricted regulations for new
such facilities; and

WHEREAS, the Board of Supervisors, on July 25, 2023, requested that this matter be placed on a
future agenda for consideration; and

WHEREAS, County Code Section 19.68.020 requires amendments to Title 19 (Zoning) to be initiated
by citizen petition or a Resolution of Intention adopted by the Planning Commission or Board of Supervisors.

NOW, THEREFORE, BE IT HEREBY RESOLVED the Board of Supervisors of the County of
Amador, State of California, does hereby adopt a Resolution of Intention to direct staff and the Planning
Commission to begin proceedings necessary to consider possible amendments to County Code Chapter
19.24.036(G), (H), and (I), and Chapter 19.24.040 by removing wine tasting rooms and duplicate wine tasting
rooms as permitted uses in the AG, Exclusive Agricultural and A, Agricultural zoning districts and requiring
that wine future tasting rooms and duplicate wine tasting rooms be subject to discretionary Conditional Use
Permits.

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 13th day of July, 2021, by the following vote:

AYES:
NOES:
ABSENT:

CHAIR, Board of Supervisors

ATTEST:

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

By _____

(RESOLUTION NO. 23-XXX)

(12/19/2023)

County Code Chapter 19.24.040: A, Agricultural district regulations

Permitted Uses:

1. Single-family dwelling
2. General farming, including but not limited to the raising, growing and harvesting of vegetable, field, orchard, bush and berry crops; vineyards; trees
3. Nurseries, greenhouses; mushroom rooms; floriculture
4. Pasture for grazing (including supplemental feeding), raising, maintaining, breeding and training of horses, cattle, sheep and goats, hogs and similar livestock, provided there is no feeding of garbage, sewage, refuse or offal
5. Feed lots, feed yards, provided there is no feeding of refuse, garbage, sewage or offal
6. Poultry farms
7. Dairies
8. The raising, feeding, maintaining, breeding and slaughtering of livestock, chickens, turkeys, rabbits, pigeons, ducks, geese, fish, frogs and small animals or fowl in household numbers for family use
9. Wells, water storage and reservoirs, including on-site excavation or removal of materials for construction thereof
10. Storage of petroleum products for use by the occupants of the premises
11. Any structure, building, equipment or use incidental and necessary to any of the foregoing uses
12. Wineries as defined in Section [19.08.687](#)

A. Wineries for which a building permit was issued prior to (adoption date):

Wineries and the following incidental uses when located within an **A-I-A-T** or A-G General Plan designation, subject to providing off-street parking and meeting all necessary clearances from the **fire**, health, and building departments. Additionally, wineries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road, or obtain a use permit pursuant to County Code Section 19.56 before commencing any of the following uses:

- i. Wine tasting;
- ii. Winery tours;
- iii. Wholesale and retail sales of wine and grape products

- iv. Compensated or non-compensated events with up to one hundred twenty-five persons in attendance with no limitation on number of events per year;
- v. Picnic area(s) for winery-related activities;
- vi. Art galleries with sales and framing;
- vii. A food preparation facility for catering on-premises indoor or outdoor functions;
- viii. Agricultural-related museums;
- ix. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or pre-packaged foods;
- x. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month;
- xi. Indoor or outdoor amplified music until ten p.m.

B(1). Wineries for which a building permit was issued after (adoption date): Wineries as defined in Section 19.08.687 and the following incidental uses when located within an A-T or A-G General Plan designation, subject to providing off-street parking and meeting all necessary clearances from the fire, health, and building departments. Additionally, wineries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road, or obtain a use permit pursuant to County Code Section 19.56 before commencing any of the following uses:

- i. Winery tours**
- ii. Wholesale and retail sales of wine and grape products**
- iii. Picnic areas for winery-related activities**
- iv. Art galleries with sales and framing**
- v. A food preparation facility for catering on-premises indoor or outdoor functions**
- vi. Agricultural-related museums**
- vii. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or pre-packaged foods**
- viii. Indoor or outdoor amplified music until ten p.m.**

B(2) Additional setback related use limitations for wineries for which a building permit was issued after (adoption date):

The following setback requirements apply to the tasting rooms and other event structures. The setbacks also apply to the event gatherings taking place on the property, whether in a structure or not. Event gatherings comprise “Wine Club Events,” “Social Events,” and “Wine Club Events” (as defined in subsection (C)) as well as any similar festive events that could be considered disruptive to neighboring properties. Event gatherings do not include winery tours that do not have the attributes of an event gathering. Production facilities and other structures that will not be used for wine tasting or event gatherings are not subject to these additional setback regulations.

i. Wineries with a minimum setback of less than 200 for all indoor and outdoor event use areas, or are not located on a major road as defined herein are allowed the following uses:

1. Operating a tasting room 7 days/week between the hours of 10am to 6pm
2. Participation in Amador Vintners Association events
3. Wine Club Events: 12 per year with up to 200 attendees per day
4. Social Events: 6 per year with up to 60 attendees per day

ii. Wineries that meet a minimum setback of 200 feet for all indoor and outdoor event use areas and are located on a major road as defined herein are allowed the uses in Section B(2)(i)1 through 3 above, and following additional uses:

1. Social Events: Total 12 per year with up to 200 attendees per day

iii. Wineries that meet a minimum setback of 400 feet for all indoor and outdoor event use areas and are located on a major road as defined herein are allowed the uses in Section B(2)(i)1 through 3 above, and the following additional uses:

1. Compensated or non-compensated Social Events, as defined by Section 19.24.40.C, below: Total 12 per year with up to 250 attendees per day
2. Compensated or non-compensated Special Events, as defined by Section 19.24.40.C, below: Total 12 per year with up to 300 people per day

C. For the purposes of this section, the terms below are defined as follows:

Wine Club Events are gatherings, special tastings and dinners used to market a winery's product.

Social Events are compensated or non-compensated catered social gatherings, dinners, and small weddings.

Special Events are compensated or non-compensated events held on-site that are not considered to be tasting or marketing activities allowed under subsections (b) and (c) above, such as charitable, promotional, facility rental events, weddings, concerts, parties, or other social gatherings with more than 125 people.

Major Road is a road that can or does handle a higher volume of traffic, traffic is capable of higher speeds, the roadway is relatively straight, or already has a number of existing wineries already on it [SPECIFIC ROAD SECTIONS NEED TO BE LISTED].

Examples are: State Routes, Shenandoah Rd., Shenandoah School Rd., Lower Ridge Rd., Latrobe Rd., Willow Creek Rd., Steiner Rd.

Minor Roadway is a road that accommodates a lower volume of traffic, there are significant number of curves, traffic is subject to lower speeds, there exist fewer homes on it, currently does not have any or many existing wineries on it.

Examples: Ostrom Rd, Tyler Rd., Upton Rd., other County-maintained dead-end or gravel roads.

D. Rules applicable to all wineries:

i. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

ii. Event capacities shall be limited further by the parking accommodations on the property. All parking shall be on-site. Parking shall not encroach on roadways and shall not impede access including emergency vehicle access.

iii. Parking areas shall be setback a minimum of 50 feet from any residential property that contains an occupied residence. Idling vehicles shall

maintain a 100-foot clearance from any residential property that contains an occupied residence.

Uses Requiring a Conditional Use Permit:

13. Farm-labor camps, forestry-labor camps and farm-labor quarters as defined in this title
14. Recreation uses
15. Processing, packaging, selling, shipping of agricultural products
16. Veterinary clinics, animal hospitals, kennels
17. Auction and sales yards
18. Turkey farms, provided there is a cover crop or other dust control
19. Any garbage, sewage; refuse or offal feeding
20. Commercial small animal and fowl specialty farms, including but not limited to chinchillas, minks, foxes, rodent, aviaries, rabbits, frogs, pigeons, ducks, geese
21. Commercial slaughterhouses and stockyards for livestock, small animals, poultry and fowl
22. Rendering plants, fertilizer plants and yards
23. Oil and gas wells, drilling, mining and excavation of natural minerals
24. Logging and timber cutting
25. Any structure, building, use or equipment incidental and necessary to any of the above uses, located on the same site, and included in the use permit
26. Social gatherings or weddings held at a winery located within an A-L or A-G General Plan designation which exceed either of the limits set forth in 12a.(j) above.
27. Wine tasting may be conducted under a duplicate 02 license only if the winery with the master 02 license is located in Amador County and the following standards are met:

A. Duplicate tasting rooms for which a building permit was issued prior to adoption date):

- a. The parcel shall be a minimum of ten acres in size;
- b. The applicant shall provide the planning department with copies of their bond from the Alcohol and Tobacco Tax and Trade Bureau and their California Alcohol Beverage Control license. These licenses and bonds shall be maintained in full compliance at all times;

- c. Tasting rooms located on private roadways shall have entered into a road maintenance agreement with a majority of the owners of the road; or in the event a road maintenance agreement already exists, the applicant shall provide the county with proof they have renegotiated the terms of the agreement to include the new tasting room. If the majority of the owners of the road do not enter into the new or renegotiated agreement, the applicant must obtain a use permit pursuant to Chapter [19.56](#) of this code before commencing any of the uses allowed by this section;
- d. The tasting room building shall be located a minimum of fifty feet from all property lines;
- e. The primary use of the tasting room shall be the marketing and sale of wine produced in Amador County. Additional allowed uses are as follows:
 - i. Compensated or non-compensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year;
 - ii. Picnic area(s) for wine tasting-related activities;
 - iii. Art galleries with sales and framing;
 - iv. A food preparation facility for catering on-premises indoor or outdoor functions;
 - v. Agricultural-related museums;
 - vi. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of wine-related promotional items, gift items, and/or prepackaged foods;
 - vii. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month;
 - viii. Indoor or outdoor amplified music until ten p.m.;
- f. The applicant must obtain all applicable permits from the environmental health department, building department, and department of transportation and public works;
- g. Uses described in this subsection 27 may be granted by the planning department, without public hearing, following public notice of the application. Public notice of such application shall be given in the manner described in Chapter [19.56](#) of this code, Use Permits. Such notice shall indicate the intent of the planning department to grant the use permit without a hearing unless sufficient reasons are provided not to grant the use permit. A description of the appeals process (Chapter [19.64](#) of this code) shall be contained within the notice. The planning department shall decide upon the use permit application within ten days after the notice is mailed. If the planning department finds sufficient cause to approve the application and the application meets standards outlined in this subsection, the planning department shall approve the use permit and the use permit shall become valid following the ten-day appeal period if no appeals are filed.

B. Duplicate tasting rooms for which a building permit was issued after (adoption date):

a. The parcel shall be a minimum of ten acres in size;

b. The applicant shall provide the planning department with copies of their bond from the Alcohol and Tobacco Tax and Trade Bureau and their California Alcohol Beverage Control license. These licenses and bonds shall be maintained in full compliance at all times;

c. Tasting rooms located on private roadways shall have entered into a road maintenance agreement with a majority of the owners of the road; or in the event a road maintenance agreement already exists, the applicant shall provide the county with proof they have renegotiated the terms of the agreement to include the new tasting room. If the majority of the owners of the road do not enter into the new or renegotiated agreement, the applicant must obtain a use permit pursuant to Chapter 19.56 of this code before commencing any of the uses allowed by this section;

d. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

e. The primary use of the tasting room shall be the marketing and sale of wine produced in Amador County. Additional allowed uses are as follows:

1. Wineries with a minimum setback of less than 200 feet for all indoor and outdoor event use areas, or are not located on a major road as defined herein are allowed the following uses:

a. Operating a tasting room 7 days/week between the hours of 10am to 6pm

b. Participation in Amador Vintners Association events

c. Wine Club Events: 12 per year with to 200 attendees per day

d. Compensated or non-compensated Social Events: 6 per year with up to 60 attendees per day

2. Wineries that meet a minimum setback of 200 feet for all indoor and outdoor event use areas and are located on a major road as defined herein are allowed the uses in Section B (e)(1) a through c above, and the following additional uses:

a. Social Events: 12 per year and of up to 200 attendees per day

3. Wineries that meet a minimum setback of 400 feet for all indoor and outdoor event use areas and are located on a major road as defined herein are allowed uses in Section B (e)(1) a through c above, and the following additional uses:

a. Compensated or non-compensated Social Events, as defined by Section 19.24.40.C, below: 12 per year with up to 250 attendees per day

b. Compensated or non-compensated Special Events, as defined by Section 19.24.40.C, below: 12 per year with up to 300 people per day

4. Picnic areas for winery-related activities

5. Art galleries with sales and framing

vi. A food preparation facility for catering on-premises indoor or outdoor functions

6. Agricultural-related museums

7. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or pre-packaged foods

8. Indoor or outdoor amplified music until ten p.m.

f. The applicant must obtain all applicable permits from the fire department, environmental health department, building department, and department of transportation and public works;

g. Uses described in this subsection 27 may be granted by the planning department, without public hearing, following public notice of the application. Public notice of such application shall be given in the manner described in Chapter 19.56 of this code, Use Permits. Such notice shall indicate the intent of the planning department to grant the use permit without a hearing unless sufficient reasons are provided not to grant the use permit. A description of the appeals process (Chapter 19.64 of this code) shall be contained within the notice. The planning department shall decide upon the use permit application within ten days after the notice is mailed. If the planning department finds sufficient cause to approve the application and the application meets standards outlined in this subsection, the planning department shall approve the use permit and the use

permit shall become valid following the ten-day appeal period if no appeals are filed.

County Code Chapter 19.24.036: AG, Exclusive Agriculture district
Permitted Uses:

G. The following agricultural and compatible uses are permitted in AG districts without a use permit being required:

1. General farming, including but not limited to the raising, growing, and harvesting of vegetable, field, forage, vine, bush, berry, tree, or other plant crop including plant nursery stock;
2. Grazing, maintaining, breeding, training, and raising of poultry and livestock of all kinds including horses, cattle, sheep, goats, hogs, and agricultural species such as fish and fur-bearing species provided there is no feeding of refuse, garbage, sewage, or offal;
3. Nurseries, greenhouses, mushroom rooms, floriculture;
4. Boarding of horses or other farm animals;
5. Growing and harvesting of timber, Christmas trees, or other plants;
6. Dairies and production of dairy products from milk produced on the premises;
7. Poultry farms;
8. Raising, feeding, maintaining, breeding, and slaughtering of livestock, chickens, turkeys, rabbits, pigeons, ducks, geese, fish, frogs, and small animals or fowl in household numbers for family use;
9. Single-family dwellings and appurtenant structures allowed in R districts and such other structures normally associated with agricultural activities, including but not limited to barns, stables, sheds, and silos; provided, however, that only one single-family residence shall be allowed for each forty acres on any parcel or contiguous parcels subject to one California Land Conservation Act contract. One said single-family dwelling on any parcel or contiguous parcels under one such contract may be an occupied mobile home as defined in Title 19 of this code provided, a use permit is obtained as required by Section 19.48.080. All structures or dwellings on a parcel or contiguous parcels subject to one such contract shall be directly used for the furtherance of the agricultural use of said property; and shall be limited to immediate members of the owner's family and his employees;
10. Home occupations, including any use customarily conducted entirely within a dwelling and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of the structure for dwelling purposes and which use does not change the character thereof;

11. Wells, water storage, and reservoirs, including on-site excavation or removal of materials for construction thereof;
12. Storage of petroleum products for use by the occupants of the premises;
13. Veterinary clinics and services, animal hospitals, kennels;
15. Harvesting, curing, processing, packaging, packing, selling, and shipping of agricultural products on a parcel devoted to agricultural use and the treating of products grown or raised on and off the premises where such activity is carried on in conjunction with or as part of an agricultural use; excepting therefrom the commercial slaughtering of livestock, small animals, fish, poultry, or fowl;
16. Holding of nonproducing land for future agricultural use;
17. Maintenance of land in its natural state for the purpose of preserving open space for recreation or the creation of plant or animal preserves;
18. Apiaries and honey extraction plants;
19. Nonintensive recreation when carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation, including but not limited to fishing, hiking, hunting, rifle and pistol practice range, skeet field, archery range, or gun club when such activities do not involve the construction of any permanent structure;
20. Sale of food products produced on the premises;
21. Feed lots and feedyards, provided there is no feeding of refuse, garbage, sewage, or offal;
22. Airport or aircraft landing facilities for use of owner or tenant of the property or for agricultural service use;
23. The following uses when carried on as a clearly secondary occupation in conjunction with a bona fide agricultural operation, where no more than ten percent of the total land is used and where no more than three persons other than the owner are employed in such activities, and which are owned and operated by the owner or occupant of the premises:
 - a. Manufacturing, maintenance, repair, servicing, storage, sale or rental of agricultural machinery, implements and equipment of all kind,
 - b. Storage or sale of farm supplies of all kinds, including but not limited to fertilizers, agricultural minerals, and pesticides,

c. Transportation of agricultural products, supplies, or equipment, together with the maintenance, storage, repair and servicing of the necessary trucks and equipment therefor;

24. Public utility and public services, structures, uses and buildings provided such uses are clearly secondary and in conjunction with a bona fide agricultural operation;

25. Commercial radio, television, or microwave antennas and transmitters;

26. Gas, electric, water, and communication utility facilities and public service facilities of like nature operated by a public agency or mutual water company;

27. Public highways;

28. Fire protection works and facilities; flood-control works, including channel rectification and alteration; public works required for fish and wildlife enhancement and preservation; improvements for the primary benefit of the lands within the preserve; state improvements for which the site or route has been specified by the state legislature in such a manner as to make it impossible to avoid the use of subject AG zoned property;

29. Livestock auctions and sales yards;

30. Any structure, building, equipment, or use incidental and necessary to any of the foregoing uses;

31. Fruit and nut dehydrating plants;

32A. On parcels enrolled in a California Land Conservation Act contract prior to (adoption date), Wineries as defined in Section 19.08.687 and the following incidental uses subject to providing off-street parking and meeting all necessary clearances from the health and building departments. Additionally, wineries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road, or obtained a use permit pursuant to Chapter 19.56 of this code before commencing any of the following uses:

a. Wine tasting,

b. Winery tours,

c. Wholesale and retail sales of wine and grape products,

d. Compensated or noncompensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year,

e. Picnic area(s) for winery-related activities,

- f. Art galleries with sales and framing,
- g. A food preparation facility for catering on-premises indoor or outdoor functions,
- h. Agricultural-related museums,
- i. Gift display not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or prepackaged foods,
- j. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month,
- k. Indoor or outdoor amplified music until ten p.m.

B(1). Wineries for which a building permit was issued after (adoption date): Wineries as defined in Section 19.08.687 and the following incidental uses when located within an A-T or A-G General Plan designation, subject to providing off-street parking and meeting all necessary clearances from the fire, health, and building departments. Additionally, wineries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road, or obtain a use permit pursuant to County Code Section 19.56 before commencing any of the following uses:

- i. Winery tours**
- ii. Wholesale and retail sales of wine and grape products**
- iii. Picnic areas for winery-related activities**
- iv. Art galleries with sales and framing**
- v. A food preparation facility for catering on-premises indoor or outdoor functions**
- vi. Agricultural-related museums**
- vii. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or pre-packaged foods**
- viii. Indoor or outdoor amplified music until ten p.m.**

B(2) Additional setback related use limitations for wineries for which a building permit was issued after (adoption date):

The following setback requirements apply to the tasting rooms and other event structures. The setbacks also apply to the event gatherings taking place on the

property, whether in a structure or not. Event gatherings comprise “Wine Club Events,” “Social Events,” and “Wine Club Events” (as defined in subsection (C)) as well as any similar festive events that could be considered disruptive to neighboring properties. Event gatherings do not include winery tours that do not have the attributes of an event gathering. Production facilities and other structures that will not be used for wine tasting or event gatherings are not subject to these additional setback regulations.

i. Wineries with a minimum setback of less than 200 feet for all indoor and outdoor event use areas, or are not located on a major road as defined herein are allowed the following uses:

1. Operating a tasting room 7 days/week between the hours of 10am to 6pm
2. Participation in Amador Vintners Association events
3. Wine Club Events: 12 per year with up to 200 attendees per day
4. Social Events: 6 per year with up to 60 attendees per day

ii. Wineries that meet a minimum setback of 200 feet for all indoor and outdoor event use areas and are located on a major road as defined herein are allowed the uses in Section B(2)(i)1 through 3 above, and following additional uses:

1. Social Events: Total 12 per year with up to 200 attendees per day

iii. Wineries that meet a minimum setback of 400 feet for all indoor and outdoor event use areas and are located on a major road as defined herein are allowed the uses in Section B(2)(i)1 through 3 above, and following additional uses:

1. Compensated or non-compensated Social Events, as defined by Section 19.24.40.C, below: Total 12 per year with up to 250 attendees per day
2. Compensated or non-compensated Special Events, as defined by Section 19.24.40.C, below: Total 12 per year with up to 300 people per day

C. For the purposes of this section, the terms below are defined as follows:

Wine Club Events are gatherings, special tastings and dinners used to market a winery's product.

Social Events are compensated or non-compensated catered social gatherings, dinners, and small weddings.

Special Events are compensated or non-compensated events held on-site that are not considered to be tasting or marketing activities allowed under subsections (b) and (c) above, such as charitable, promotional, facility rental events, weddings, concerts, parties, or other social gatherings with more than 125 people.

Major Road is a road that can or does handle a higher volume of traffic, traffic is capable of higher speeds, the roadway is relatively straight, or already has a number of existing wineries already on it [SPECIFIC ROAD SECTIONS NEED TO BE LISTED].

Examples are: State Routes, Shenandoah Rd., Shenandoah School Rd., Lower Ridge Rd., Latrobe Rd., Willow Creek Rd., Steiner Rd.

Minor Roadway is a road that accommodates a lower volume of traffic, there are significant number of curves, traffic is subject to lower speeds, there exist fewer homes on it, currently does not have any or many existing wineries on it.

Examples: Ostrom Rd, Tyler Rd., Upton Rd., other County-maintained dead-end or gravel roads.

D. Rules applicable to all wineries:

i. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

ii. Event capacities shall be limited further by the parking accommodations on the property. All parking shall be on-site. Parking shall not encroach on roadways and shall not impede access including emergency vehicle access.

iii. Parking areas shall be setback a minimum of 50 feet from any residential property that contains an occupied residence. Idling vehicles shall maintain a 100-foot clearance from any residential property that contains an occupied residence.

H. On parcels enrolled in a California Land Conservation Act contract prior to (adoption date), Uses described in this subsection may be granted by the planning department, without public hearing, following public notice of the application.

1. Wine tasting may be conducted under a duplicate 02 license only if the winery with the master 02 license is located in Amador County and the following standards are met:
2.
 - a. A bona fide agricultural operation must be the primary use on the property;
 - b. The parcel shall be a minimum of forty acres in size;
 - c. The applicant shall provide the planning department with copies of their bond from the Alcohol and Tobacco Tax and Trade Bureau and their California Alcohol Beverage Control license. These licenses and bonds shall be maintained in full compliance at all times;
 - d. Tasting rooms located on private roadways shall have entered into a road maintenance agreement with a majority of the owners of the road; or in the event a road maintenance agreement already exists, the applicant shall provide the county with proof they have renegotiated the terms of the agreement to include the new tasting room. If the majority of the owners of the road do not enter into the new or renegotiated agreement, the applicant must obtain a use permit pursuant to Chapter 19.56 of this code before commencing any of the uses allowed by this section;
 - e. The tasting room building shall be located a minimum of fifty feet from all property lines;
 - f. The primary use of the tasting room shall be the marketing and sale of wine produced in Amador County. Additional allowed uses are as follows:
 - i. Compensated or noncompensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year;
 - ii. Picnic area(s) for wine tasting-related activities;
 - iii. Art galleries with sales and framing;
 - iv. A food preparation facility for catering on-premises indoor or outdoor functions;
 - v. Agricultural-related museums;
 - vi. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of wine-related promotional items, gift items, and/or prepackaged foods;

vii. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month;

viii. Indoor or outdoor amplified music until ten p.m.

g. The applicant must obtain all applicable permits from the environmental health department, building department, and department of transportation and public works.

h. Public notice of such application shall be given in the manner described in Chapter 19.56 of this code, Use Permits. Such notice shall indicate the intent of the planning department to grant the use permit without a hearing unless sufficient reasons are provided not to grant the use permit. A description of the appeals process (Chapter 19.64 of this code) shall be contained within the notice. The planning department shall decide upon the use permit application within ten days after the notice is mailed. If the planning department finds sufficient cause to approve the application and the application meets the standards outlined in this subsection, the planning department shall approve the use permit and the use permit shall become valid following the ten-day appeal period if no appeals are filed.

I. On parcels enrolled in a California Land Conservation Act contract after (adoption date), uses described in this subsection may be granted by the planning department, without public hearing, following public notice of the application.

1. Wine tasting may be conducted under a duplicate 02 license only if the winery with the master 02 license is located in Amador County and the following standards are met:

2. a. A bona fide agricultural operation must be the primary use on the property;

b. The parcel shall be a minimum of forty acres in size;

c. The applicant shall provide the planning department with copies of their bond from the Alcohol and Tobacco Tax and Trade Bureau and their California Alcohol Beverage Control license. These licenses and bonds shall be maintained in full compliance at all times;

d. Tasting rooms located on private roadways shall have entered into a road maintenance agreement with a majority of the owners of the road; or in the event a road maintenance agreement already exists, the applicant shall provide the county with proof they have renegotiated the terms of the agreement to include the new tasting room. If the majority of the owners of the road do not enter into the new or renegotiated agreement, the applicant must obtain a use permit pursuant to Chapter 19.56 of this code before commencing any of the uses allowed by this section;

e. The primary use of the tasting room shall be the marketing and sale of wine produced in Amador County. Additional allowed uses are as follows:

1. Wineries with a minimum setback of less than 200 feet for all indoor and outdoor event use areas, or are not located on a major road as defined herein are allowed the following uses:

a. Operating a tasting room 7 days/week between the hours of 10am to 6pm

b. Participation in Amador Vintners Association events

c. Wine Club Events: 12 per year with to 200 attendees per day

d. Compensated or non-compensated Social Events: 6 per year with up to 60 attendees per day

2. Wineries that meet a minimum setback of 200 feet for all indoor and outdoor event use areas and are located on a major road as defined herein are allowed the uses in Section I(2)(e)(1) a through c above, and following additional uses the following additional uses:

a. Social Events: 12 per year and of up to 200 attendees per day

3. Wineries that meet a minimum setback of 400 feet for all indoor and outdoor event use areas and are located on a major road as defined herein are allowed the uses in Section I(2)(e)(1) a through c above, and the following additional uses:

a. Compensated or non-compensated Social Events, as defined by Section 19.24.40.C, below: 12 per year with up to 250 attendees per day

b. Compensated or non-compensated Special Events, as defined by Section 19.24.40.C, below: 12 per year with up to 300 people per day

4. Picnic areas for winery-related activities

5. Art galleries with sales and framing

6. A food preparation facility for catering on-premises indoor or outdoor functions

7. Agricultural-related museums

8. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or pre-packaged foods

9. Indoor or outdoor amplified music until ten p.m.

f. The applicant must obtain all applicable permits from the environmental health department, building department, and department of transportation and public works;

g. Public notice of such application shall be given in the manner described in Chapter 19.56 of this code, Use Permits. Such notice shall indicate the intent of the planning department to grant the use permit without a hearing unless sufficient reasons are provided not to grant the use permit. A description of the appeals process (Chapter 19.64 of this code) shall be contained within the notice. The planning department shall decide upon the use permit application within ten days after the notice is mailed. If the planning department finds sufficient cause to approve the application and the application meets the standards outlined in this subsection, the planning department shall approve the use permit and the use permit shall become valid following the ten-day appeal period if no appeals are filed.

Uses Requiring a Conditional Use Permit:

- I. The following uses are permitted in AG districts upon obtaining a use permit as provided for in Chapter 19.56 of this code:
 1. Turkey farms, provided there is a cover crop or other dust control;
 2. Any garbage, sewage, refuse, or offal feeding;
 3. Commercial small animal and fowl specialty farms, including but not limited to chinchillas, minks, foxes, rodents, aviaries, rabbits, frogs, pigeons, ducks, and geese;
 4. Commercial slaughterhouses and stockyards for livestock, small animals, poultry, and fowl;
 5. Rendering plants and fertilizer plants;
 6. Commercial recreation, dude ranches, and boarding and guest facilities when carried on as a clearly secondary use in conjunction with a primary agricultural use;
 7. Oil and gas wells, including the drilling and installation, and use of such equipment, structures, and facilities as are necessary or convenient for oil-drilling and oil-producing operations customarily required or incidental to usual oil field practice, including but not limited to the initial separation of oil, gas, and water and for the storage, handling, recycling, and transportation of such oil, gas, and water to and from the premises; provided such activities are carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation;
 8. Development of natural resources including mines, open pits for extraction of minerals, borrow pits, and quarries, with necessary buildings, apparatus, or

appurtenances thereto; provided such activities are carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation;

9. Any use determined by the planning commission after recommendations by the agricultural advisory committee to be compatible with the purposes of the California Land Conservation Act and which do not significantly adversely affect agricultural operations;

10. Any structure, building, use, or equipment incidental and necessary to any of the above uses, located on the same site, and included in the use permit;

11. Farm-labor camps and farm-labor quarters as defined in this title;

12. Social gatherings or weddings at winery facilities which exceed either of the limits set forth in subsection G(32)(j) of this section. (Ord. 1708 §3, 2011; Ord. 1320 §§3,4, 1993; Ord. 1262 §§1--6, 1991; Ord. 1208 §2, 1989; Ord. 1139 §§3, 4, 1987; Ord. 934 §3, 1983; Ord. 883 §3, 1982; Ord. 773 §12, 1981; Ord. 743 §1, 1981; Ord. 600 §2, 1977).

County Code Chapter 19.24.045: R1-A, Single-family residential-agricultural district.

A. Intent--Applicability. This district classification is intended to be applied to areas presently zoned as U, unclassified district, and suited to residential and agricultural land uses, subject to such regulations as necessary to protect the public health, safety, convenience, and general welfare within the district and adjacent districts.

B. Limitations--Conditions. All activities allowed in the R1-A district shall be subject to the following limitations of their external effects and such limitations shall be a condition of all uses permitted in the district: water supply, sewage disposal, drainage, encroachments, and structures shall conform to the applicable codes and standards of Amador County.

C. Uses Permitted:

1. Single-family dwelling;
2. Home occupations as defined by Section [19.28.010](#);
3. Crop and tree farming;
4. General farming, including but not limited to, the raising, growing, and harvesting of vegetable, field orchard, bush, and berry crops; vineyards; silviculture;
5. Wholesale operation of nurseries; greenhouses; mushroom rooms; floriculture; and uses of a similar nature;
6. Pasture for grazing (including supplemental feeding), raising, maintaining, breeding, and training of horses, cattle, sheep, and goats, hogs, and similar livestock, provided there is no feeding of garbage, sewage, refuse, or offal, and subject to any limitations in number of animals in Chapter [19.48](#), General Provisions and Exceptions of the Amador County Code;
7. Feed lots, feed yards, provided there is no feeding of refuse, garbage, sewage, or offal;
8. Poultry farms;
9. Dairies;

10. The raising, feeding, maintaining, breeding, and slaughtering of livestock, chickens, turkeys, rabbits, pigeons, ducks, geese, fish, frogs, and small animals or fowl;
11. Processing, packing, selling, shipping of agricultural products not done on an on-site retail sales basis; wells, water storage and reservoirs, including on site excavation or removal of materials for construction thereof;
12. Storage of petroleum products for use by the occupants of the premises;
13. Any structure, building, equipment, or use incidental and necessary to any of the foregoing uses.

D. Uses Permitted Subject to First Securing an Approved Use Permit:

1. Guest house;
2. Farm and forestry labor camps;
3. Recreation uses;
4. a. Processing, packing, selling, shipping of agricultural products for on-site retail purposes. This includes but is not limited to tasting rooms in conjunction with an on-site winery as defined in Section [19.08.687](#).

b. Wine tasting rooms operated subject to a duplicate 02 license from the California Department of Alcohol Beverage Control may also be permitted subject to at least meeting the standards outlined in Section [19.24.040](#), District regulations--Generally, subsections 27**B**(a) through **(g)** of the "A" agricultural zone district.
5. Veterinary clinics, animal hospitals, kennels, commercial stabling of horses for public recreation purposes;
6. Auction and sales yards;
7. Turkey farms, provided there is a cover crop or other dust control;
8. Any garbage, sewage, refuse, or offal feeding;
9. Commercial slaughterhouses and stockyards for livestock, small animals, poultry, and fowl;

10. Rendering plants, fertilizer plants and yards;
11. Oil and gas wells, drilling, mining, and excavation of natural minerals;
12. Any structure, building, use, or equipment incidental and necessary to any of the above uses, located on the same site, and included in the use permit.

- Post a publicly visible sign with the telephone number and person to contact at the construction site regarding dust complaints. This person shall respond and take corrective action within 48 hours.

Responsible Agencies/Departments: Planning Department

Working With: Amador Air District

Mitigation Measure 4.3-1b: Reduce Exhaust Emissions from Construction Equipment

- a. The County will require each- project applicant, as a condition of- development project discretionary approval, to implement measures to reduce exhaust emissions from construction equipment. Example measures include:
 - Where feasible, equipment requiring the use of fossil fuels (e.g., diesel) shall be replaced or substituted with electrically driven equivalents (provided that they are not run via a portable generator set).
 - To the extent feasible, alternative fuels and emission controls shall be used to further reduce exhaust emissions.
 - Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes (as required by the state airborne toxics control measure [Title 13, Section 2485 of the California Code of Regulations]). Provide clear signage that posts this requirement for workers at the entrances to the site.
 - The hours of operation of heavy-duty equipment and/or the amount of equipment in use at any one time shall be limited.
 - Staging areas for heavy-duty construction equipment shall be located as far as possible from sensitive receptors.
 - Implement construction best management practices to minimize fugitive dust emissions. Best management practices should be approved by AAD and could include, but are not limited to Sacramento Metropolitan Air Quality Management District’s Basic Construction Emission Control Practices. To the extent feasible, use best available control technology at the time of construction activities to minimize exhaust emissions from construction equipment and vehicles. Provide construction management plan for minimizing fugitive dust and exhaust emissions to Amador Air District prior to commencing construction activities.

Responsible Agencies/Departments: Planning Department

~~**Working With:** Amador Air District~~

Time Frame: Ongoing

Significance after Mitigation

Mitigation Measures 4.3-1a and 4.3-1b would reduce this impact, but not to a less-than-significant level. Construction ROG, NO_x, PM₁₀, and PM_{2.5} emissions could still violate or contribute substantially to an existing or projected air quality violation, result in a cumulatively considerable net increase in non-attainment criteria pollutants, and/or expose sensitive receptors to substantial pollutant concentrations because the intensity of construction activity and the acreage of ground disturbance that could occur at any one point in time, would be

Chapter 9.44

PUBLIC NUISANCE NOISE

Sections:

9.44.010 Public nuisance noise.

9.44.010 Public nuisance noise.

A. Title and General Finding. This chapter shall be known as, and may be cited and referred to as, the public nuisance noise ordinance. The intent of this chapter is to address noise nuisance from short-term rentals and other residential uses. The county finds that the enforcement of this chapter is an important public service, critical to the protection of the public health, the improvement of the quality of life in the community, and the enhancement of public safety and general welfare of the citizens of the county of Amador.

B. Unlawful Noise. It shall be unlawful for any person to make, continue, or cause to be made or continued, within the limits of the unincorporated county, any disturbing, excessive, or offensive noise which causes discomfort or annoyance to any reasonable person of normal sensitivity.

C. Factors for Consideration. The characteristics and conditions which should be considered in determining whether a violation of the provisions of this section exists should include, but not be limited to, the following:

1. The level of the noise;
2. The context and whether the nature of the noise is usual or unusual (for example: music and cheering may be appropriate during a Fourth of July party);
3. The level of the ambient noise;
4. The proximity of the noise to residential structures or other sleeping facilities;
5. Whether the noise is unusual given the zoning and allowed uses (for example: see Section [19.80.030](#) regarding agricultural uses);
6. The time at which the noise occurs;
7. The duration of the noise; and
8. Whether the noise is recurrent, intermittent, or constant.

D. **Owner Liable.** In addition to the perpetrator, the property owner shall also be responsible for any violations under this chapter. The owner is liable regardless of their relationship with the perpetrator.

E. **Prima Facie Violations.** Any disturbing noise occurring between the hours of ten p.m. and seven a.m. that is plainly audible from a neighboring property shall constitute evidence of a prima facie violation of this chapter. Examples of which include, but are not limited to, yelling, shouting, hooting, whistling, singing, playing a musical instrument, emitting or transmitting any loud music or noise from an amplifying device, and the habitual barking or howling of animals.

F. **Enforcement Discretion.** Nothing in this chapter shall be construed as requiring the sheriff or code enforcement officer to enforce this chapter, or as requiring the district attorney to prosecute violations. These officials and personnel maintain the discretion to enforce and prosecute. Nothing in this chapter is intended to impose a mandatory duty on any county employee.

G. **Commercial and Industrial Exemption.** This chapter only applies to residential uses. Any rental of residential property, including short-term rental of property through any websites used for that purpose, such as airbnb.com, vrbo.com, sublet.com, or corporatehousing.com, is deemed a residential use.

H. **Criminal Enforcement.**

1. **Finding and Intent.** It is the intent of the county in enacting this subsection to give the sheriff the ability to address the direct source of any noise nuisances at or near the time of the nuisance. The intent is to give the sheriff the ability to issue a citation to the violator regardless of whether that person is the owner of the property.

2. **Citation.** In performing his or her duties under this chapter, the sheriff and his or her designated representative shall have the authority and discretion to issue a warning or misdemeanor citation for violations under this chapter and to take appropriate action to abate a nuisance including making an arrest if necessary.

I. **Administrative Enforcement.**

1. **Finding and Intent.** It is the intent of the county in enacting this subsection to give the code enforcement officer the ability to penalize the property owner for the noise nuisance with a separate and distinct citation. The property owner shall be responsible for any noise nuisance occurring on his or her property regardless of whether that owner is on site at the time of the violation and regardless of whether that owner is aware of the violation. This subsection is also intended to address absentee property owners who rent to noisy short-term renters (i.e., those

who rent for less than thirty days and who have less incentive to maintain the peace and quiet of the neighborhood than do owners and long-term renters).

2. **Nonexclusive Remedy.** The code enforcement officer shall have the discretion and authority to administer citations and fines, as set forth below, in addition to any enforcement procedures established in Chapter [2.06](#) (Code Enforcement).

3. **Separate Violations.** Each and every day that a violation of this chapter exists constitutes a separate and distinct offense. A violation is subject to a citation as follows:

- a. First administrative citation within a twelve-month period: warning.
- b. Second administrative citation within a twelve-month period: two-hundred-dollar fine.
- c. Third administrative citation within a twelve-month period: five-hundred-dollar fine.
- d. Any successive administrative citation within a twelve-month period: one-thousand-dollar fine.

4. **Sufficient Evidence Required.** The code enforcement officer shall not issue a citation or fine unless there is sufficient evidence of a violation. Sufficient evidence includes credible witness statements, video or audio recordings, or other evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. A sheriff-issued citation or report shall qualify as sufficient evidence.

5. **Contents of Administrative Citation.** Administrative citations shall be issued to the owner of the property on which the violation occurred, and shall contain the following information:

- a. **General Contents.** The heading: "Administrative Citation pursuant to Amador County Public Nuisance Noise Ordinance, Chapter 9.44"; the name and address of the property owner; the name of persons causing the violation if known; a description of the violation; the time and date of the disturbance; the amount of the administrative fine imposed for the violation, or if no fine, then "warning"; a copy of any sheriff citation or report; a statement that enforcement under this chapter does not preclude the county or other agencies from pursuing other remedies; direction that any fine shall be payable to the county of Amador and delivered to the planning department within the county administration building.
- b. **Notice of Right to Request Hearing.** The citation shall also contain a statement that the property owner may request a hearing of the board of supervisors regarding the imposition

of the fine or warning. Any request shall be directed to the code enforcement officer and submitted with a fee of seventy-five dollars within ten calendar days of the date the citation is served. The citation shall also contain a statement that a failure to request a hearing within the ten days will be deemed an admission of the violation and a failure to exhaust administrative remedies in any subsequent action to challenge any decision or action under this chapter.

6. **Hearing to Challenge Fine or Warning.** Any person may challenge the citation directly to the board of supervisors by paying a fee of seventy-five dollars when filing a request for a hearing with the code enforcement officer. The request shall be filed within ten calendar days of the date the citation is served and shall note the name of the property owner, the address of the property, the date of the cited violation, and a statement of any material facts supporting the reason for the appeal.

7. **Failure to Pay a Monetary Sanction.** All fines shall be payable to the county of Amador within thirty days of service of the citation or, if a hearing is requested, within thirty days of the hearing. Any amount owed after the thirty days shall be subject to a late fee of ten percent of the owed amount and then shall accrue interest at a rate of seven percent per year.

8. **Liens.** To the fullest extent allowed by law, and after notice and a hearing, the board of supervisors may declare any owed fines inclusive of penalty and interest a lien on any real property owned by the property owner, and thereby authorize the collection and any action necessary to collect or perfect the lien.

9. **Request for Hardship Waiver.** Within the time allowed to request a hearing, and in the same manner, the owner may request a hardship waiver to reduce the amount of the fine or of the hearing cost. The planning department director or the board of supervisors may grant the waiver upon a showing by the owner that they have made a bona fide effort to comply after the first violation and that payment of the full amount of the fine would impose an undue financial burden.

10. **Continuing Violation.** In the case of a continuing violation, the county shall provide the violator a reasonable period of time, but not to exceed one week, to correct or otherwise remedy the violation prior to the imposition of administrative fines. (Ord. 1792 §1, 2020).

The Amador County Code is current through Ordinance 1841, passed October 10, 2023.

Disclaimer: The Clerk of the Board's office has the official version of the Amador County Code. Users should contact the Clerk of the Board's office for ordinances passed subsequent to the ordinance cited above.



Chuck Beatty <cbeatty@amadorgov.org>

A/AG/R1A Winery Ordinance

1 message

Come Lague <come@lamesavineyards.com>

Fri, Apr 29, 2022 at 7:39 AM

Reply-To: come@lamesavineyards.com

To: Chuck Beatty <CBeatty@amadorgov.org>

Cc: rforster@amadorgov.org, faxe@amadorgov.org

Chuck, at the meeting yesterday Richard suggested it might be useful in developing a new A/AG/R1A winery ordinance to consider tasting room proximity to residences.

I did an analysis of 40 wineries, which I would encourage you to check (using Google satellite maps and a ruler) and complete for accuracy and for the other 20 or so wineries missing.

There are at least 22 tasting rooms out of the list of 40 within 500 feet of a residence. Even though most of the properties are zoned A/AG and have a by-right under the Winery Ordinance, they are likely impacting those neighbors. Any of those neighbors would probably have raised concerns if there was a public process like what R1As have to go through. But they were given no chance, no input whatsoever.

Going forward, permissions like hours of operation, events and evening noise should take into account immediate neighbor impact within say a reasonable range, like 500 feet or to be determined. The Winery Ordinance could be updated to include A/AG/R1A properties with two sets of permissions:

1) Any tasting room >500 feet from a residence would get a by-right set of permissions like what is in the current winery ordinance. Neighbor impact >500 feet will likely be minimal, especially if a noise condition at the property line is imposed and there are perhaps further restrictions on evening events.

2) Any tasting room <500 feet from a residence would be given a reduced set of permissions, for example 5 days a week operation (5 days is important to allow full time employment in the business, yet 2-3 days will have very minimal traffic), 2 events a month of which 1 could be an evening event (for wine club engagement and growth), participation in AVA events separately, transmitted sound at the property line no greater than 75 db. Furthermore, the Planning Department could facilitate a meeting between the immediate <500 feet neighbor(s) and the winery to decide if any further permissions could be agreed to. If so, a special amended set of permissions would be granted without going through the intense CEQA process.

A new winery would therefore know at a minimum what they can expect to get as permissions before starting to spend money on their project. Everyone would be on the same footing going in and the nearby neighbors would have a say.

If there is concern about size of R1A parcels, as it was said there are 5,700 of them in the county, perhaps they could be segmented further with say >20 acres and >500 feet to the nearest residence falling under the same A/AG permissions, <20 acres get some other set of conditions requiring more public input. This way, those parcels engaged in fairly large scale agriculture would get more permissions with the understanding that they preserve agriculture land. By way of example, La Mesa is 25 acres with 11 acres of grapes, 3 acres of walnuts and the rest mostly open space aside from our winery production buildings and a home. This is a large parcel separating neighbors and preserves agricultural land.

I hope we can establish a better process for regulating winery tasting rooms that does not consume so much of the county time and resources and is fair to those wanting to invest in and build the vibrant winery sector of Amador. Keep in mind that it seems there are only maybe 1-3 new wineries every year and this is a massive amount of county energy and resources being put disproportionately towards such a small number of businesses. We need something simple yet effective. As someone put it at the meeting yesterday, we need to first define what exactly we are trying to preserve in Amador county and then shape the ordinance to achieve it, without chasing away all business. Without business, children move away as they have no opportunities for work here.

Best regards,

Côme



Amador Tasting Room Proximity to Neighbors.xlsx

12K



Chuck Beatty <cbeatty@amadorgov.org>

Ag Advisory Committee minutes

Prospect Cellars <jlubenko@gmail.com>
To: Chuck Beatty <CBeatty@amadorgov.org>

Fri, Apr 29, 2022 at 12:07 PM

Hi Chuck,

I wanted to send along information on an item for consideration post yesterday's meeting and the discussion surrounding the definition of a winery. A handful of wineries, myself included, have Bonded Winery Permits with an AP (Alternating Proprietor) license. In my case we have our AP arrangement with Vino Noceto, so we make our wine at that location with our own grapes and winemaker, but using their equipment. My tasting room in Plymouth operates with a Dup02 license with the primary license at Vino Noceto location. I believe you can only use your DUP02 in the same county as your permitted winery. Custom Crush is also a consideration. Here's a circular from the TTB that includes the definitions of each of these scenarios. https://www.ttb.gov/images/industry_circulars/archives/2008/08-04.html

I just wanted to send this information along so that any work done on the definition of a winery took these nuances into consideration. My own winery is actually closing at the end of the month as the tasting room location has sold.

On a different note, someone recently told me that a number came out of the Housing Study that suggested that an average income of \$82,000 per person in a two person household was needed to afford an entry level home in Amador County. So essentially \$164,000 household income. I can't seem to find that data and don't want to quote something that's inaccurate. Could you confirm this number or point me in the right direction?

Thanks Chuck.

TGIF!

Jamie Lubenko, Proprietor
Prospect Cellars
[9506 Main Street](#)
[Plymouth, CA 95669](#)
Cell: 209-640-2999
jlubenko@gmail.com

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<2022-03-02 17-32 180.mp3>



Napa County Micro-Winery Ordinance Goes Into Effect May 5, 2022 - DPF Law

1 message

Jane O'Riordan <janeterouge@volcano.net>

Tue, May 3, 2022 at 4:45 PM

To: Richard Forster <rforster@co.amador.ca.us>, Frank Axe <faxe@amadorgov.org>, planning@amadorgov.org

Hi Richard, Frank and Chuck,

I thought that was a good meeting last week. Thanks for taking up this issue. Here is an interesting article on micro winery permits in Napa just going into effect.

<https://www.dpf-law.com/blogs/lex-vini/napa-county-micro-winery-ordinance-goes-into-effect-may-5-2022/>

The main change I would like to see for permits in agricultural zones, is to require a winery on the property BEFORE a tasting room is open. It is a real privilege to have a tasting room in rural farm zones, a privilege that only goes with having a legitimate wine producing facility.

There is actually a state ABC rule called the 50% rule which states that 50% of wine sold in the tasting room must be produced on that premise.

No one ever checks this.

Tasting rooms for wines made in custom crush houses and by other people should be in commercial zones, not Agricultural zones.

Thanks,
Jane

Jane O'Riordan

**Terre Rouge and Easton Wines
Top 100 Winery 2019
Wine and Spirits Magazine**

cell: 209.610.8966
off: 209.245.3117



Use Permit Proposed Changes

1 message

Michael Baldinelli <baldinelli@sbcglobal.net>

Mon, May 23, 2022 at 1:30 PM

To: planning@amadorgov.org

Permit With respect to the proposed use permits, County Code Chapter 19.24.036 AG, Exclusive Agricultural district Permitted Uses: Section G. 32. h. 1. 2. B. The parcel shall be a minimum of forty acres in size. My parcels, purchased in 1972, are 15 acres each. It was my understanding that each parcel had full rights and privileges to develop this property without regards to acreage as long as it conformed to the Williamson Act.

In 2016 we constructed a single family dwelling on one of parcels. If at a later date we decided to build a second home, we could do so on the adjoining parcel. Therefore the separate but equal parcels conveyed a certain value.

It seems this proposal will erase this benefit and substantially devalue my two parcels. It was my understanding that each parcel could be developed individually. Each parcel has been a bona fide continuous agricultural operation for fifty-years under the same ownership growing commercial wine grapes for sale to the industry and for internal production in the estate winery, in the 20 years it was in operation.

It seems that this requirement disenfranchise's me should I want to reestablish a wine operation with a tasting room on my family's property. In 2013 I went to considerable expense to drill a compliant well on one parcel. On the other parcel I built a \$300,000 2,400 square foot Ag Building that could be converted to a winery. Both of these investments relied on the present standards. And should I sell one or both parcels the subsequent owner would have the same rights.

If going forward the county wants to control the wine tasting industry I understand the 40-acre requirement controls growth. But it shouldn't wipe away my longstanding financial interest and investment.

I don't know how to exempt my particular property, but in reading Section G. 32. Sub paragraph f. and h. only benefit Soban and Charlie Spinetta specifically. I know of no other museum or picture framing component of a tasting room. I've got no problem with their carve outs. They both run full blown winery operations. And have done so for decades. I want the same continuity of usage that was conveyed in the original ordinance.

Please let me know if my analysis is correct and if my property will lose it's present entitlements?

Michael Baldinelli
10880 Shenandoah Rd
Plymouth, Ca 95669
510-909-4208



Use Permit Proposed Changes

1 message

Michael Baldinelli <baldinelli@sbcglobal.net>
To: planning@amadorgov.org

Mon, May 23, 2022 at 1:30 PM

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510-909-4208



Fiddletown is a Sierra foothills Gold Rush gem without the glitz and the crowds (Restaurants in the Shenandoah Valley?)

1 message

William Easton <dtiranch@volcano.net>

Sat, May 28, 2022 at 8:24 AM

Fiddletown is a Sierra foothills Gold Rush gem without the glitz and the crowds

Tim Viall
On the Road

The Stockton Record

May 23, 2022



I will admit that I'm a nut for the Sierra foothills and the historic towns that evolved along with the California Gold Rush. Many towns are favorites, strung along Highway 49, starting with (north to south) Nevada City, Auburn, Coloma, Placerville, Plymouth, Amador City, Sutter Creek, Jackson, Mokelumne Hill, Columbia, Sonora and Tuolumne City.

All these towns feature history, noteworthy evidence of the gold mining era, shops and restaurants — with many of them featuring almost too many shops (there is a limit to the number of nostalgia outlets I can handle).

However, one town stands out as a favorite, even though it lacks the glitz and glitter that many of the other towns offer in over-abundance. The town is Fiddletown, 8 miles from Plymouth on the quiet Fiddletown Road.

More from Tom Viall:These road trips are close to Stockton and feature hikes, history and stunning scenery

The town appeared on the scene early in the state's Gold Rush boom, when gold was discovered in the creek beds and placer mining soon propelled the tiny town to blossom from nothing to several thousand residents.

Fiddletown remains off the beaten path, and a midweek visit will often present no competing tourists to admire the old city. Even on the weekends, you'll seldom find more than a handful of people touring the old buildings and classic homes spread over a compact six-block area.

Stop in Brown's English Toffee, where you can pick up a self-guided tour map, and wander among the town's historic buildings and homes.

To reach Fiddletown, you will pass through Plymouth; both towns are approximately 60 miles northeast of Stockton, are rich in history and offer explorers a wealth of interesting historic sites, shops, restaurants and wineries ripe for the touring! And — at 1,600 feet elevation — Fiddletown is generally cooler than our often sweltering San Joaquin Valley.

Fiddletown traces its Gold Rush history back further than Plymouth (though Plymouth, located on Highway 49, is larger and better known). Fiddletown was established by prospectors from Missouri in 1849, and quickly grew in the 1850s and 1860s as a center of trade for many mines located nearby.

Miners were known during the dry season when creek water for their hydraulic mining ran low to just "fiddle around," hence the town's name. A wealthy resident, Columbus A. Purinton, embarrassed to say he was from the city of Fiddletown, petitioned the state legislature to rename the town Oleta (after a woman he knew) in 1878, but on his demise 50 years later, citizens re-petitioned and the town reverted to the Fiddletown name.

During the city's boom years, it numbered almost two dozen businesses, a handful of taverns, blacksmith shops, bakeries and restaurants. With a post office, church and school, it was a full-fledged city. The town boomed to more than 2,000 residents, almost half Chinese, who worked the mines and established many of the early businesses (some of these still stand, though in a state of suspended decay; the local Fiddletown Preservation Society is working to refurbish several structures).

While touring the remaining blocks of old Fiddletown, be sure to check out the Chew Kee Apothecary, usually open noon to 4 p.m. (a rare "rammed earth" building dating to 1850); two nearby Chinese merchant buildings, C. Schallhorn's Blacksmith and Wagon Store; and the Fiddletown Community Center with the giant fiddle over the door!

While exploring the historic main drag, don't miss Brown's English Toffee, offering candy concoctions extraordinaire, as well as self-guided Fiddletown tour brochures.

From Fiddletown Road, detour just ¾'s mile up American Flat Road to the Fiddletown School-house, circa 1862, currently being reconditioned.

Across the road, wander through the Fiddletown Public and Masonic Cemeteries, where scores of early pioneers lay at rest. Fong Chow Yow, Fiddletown's last Chinese resident, is the only Chinese person buried here, reflecting societal strictures of the day.

Plymouth traces its history to the 1870s, when prospectors stopped in search of quartz and gold and stagecoaches made regular stops. For gourmet travelers, the Taste Restaurant in Plymouth is a must-stop, drawing rave reviews from around the region. Proprietors of Taste recently opened a next-door hotel, Rest, getting fine reviews.

The city boasts a classic public park with bandstand, the old Plymouth Hotel and other eateries, all grouped along several old-town blocks. Plymouth is home to a motel and several bed and breakfasts, catering to travelers and wine aficionados.

Both Fiddletown and Plymouth are known as "Gateways to the Shenandoah Valley," home to more than 30 wineries and fast-becoming known as the scenic home to very skillful winemakers. From Fiddletown, it's just a few miles to favorite wineries, **such as Villa Toscano, where a delicious pizza and bottle of local wine goes for only \$29.**

Other favorite stops include Helwig, Karmere and Borjon Wineries. While touring scenic backroads through the Shenandoah Valley, watch for wild turkeys and deer, both found in abundance in this bucolic setting!

For more information on Amador County and Shenandoah Valley, visitamador.com; for Fiddletown Historic Society, fiddletown.info.



Winery Code and Uses NOT enforced in Amador County (It is a free for all!)

1 message

Boris Seymour <terrerojewines@gmail.com>

Sat, May 28, 2022 at 8:41 AM

<https://sf.eater.com/maps/best-wineries-vineyards-gold-country-amador-el-dorado>

6. Casino Mine Ranch

13608 Shenandoah Rd
Plymouth, CA 95669
(209) 330-0695

<https://www.casinomineranch.com/visit-us/>

VISIT THE RANCH

We're open for outdoor tastings by appointment only.

RESERVE A TASTING

JOIN WINE CLUB

For general inquiries, please email inquire@casinomineranch.com or call 209.330.0695

Casino Mine Ranch recently **added a tasting room**, and while it's only available to visit by appointment, it is a unique 60-acre property to tour. Beyond sipping mouredres at the gorgeous house-turned-tasting room, with its expansive views of the vineyards and surrounding foothills, there's an old gold rush-era mine still on the grounds and, oddly enough, a regulation-sized basketball court.

No wine made on-premise.

State of California Business Code and Amador County Winery Ordinance Facts

STATE CODE:

The County needs to tighten up what this means:

The County needs to reference CA State Code with the 50% rule and better define "wine produced".

"50% of the wine sold needs to be fermented (made into wine) ON THE PROPERTY by State Code."

This can be enforced by looking at either:

Report of Wine Premises Operations - Form 5120.17

TTB has prepared a line-by-line guide for completing the Report of Wine Premises Operations Form 5120.17 (formerly Form 702) which includes explanations of the entries and a sample report.

All Bonded Wineries and Bonded Wine Cellars must file the report and submit to TTB monthly, quarterly, or annually depending on the size of the operations. Read more.
or looking at State of California BOE 501wg: www.boe.ca.gov/pdf/boe501wg.pdf

You could have a tasting room like (I can think of several) that are pouring all bulk wine made elsewhere even if they have an 02 license. Or the wine sold, could be wine produced in Amador but bottled in another County (say San Joaquin) and then sold in Amador?

This does not pertain to wineries in commercial zoning - tasting rooms can be retail shops. But 02 State licensed wineries need to produce 50% of the wine sold at retail on the property.

Amador Definition of a Winery:

AMADOR COUNTY CODE:

27. Wine tasting may be conducted under a duplicate 02 license only if the winery with the master 02 license is located in Amador County and the following standards are met:
- The parcel shall be a minimum of ten acres in size;
 - The applicant shall provide the planning department with copies of their bond from the Alcohol and Tobacco Tax and Trade Bureau and their California Alcohol Beverage Control license. These licenses and bonds shall be maintained in full compliance at all times;
 - Tasting rooms located on private roadways shall have entered into a road maintenance agreement with a majority of the owners of the road; or in the event a road maintenance agreement already exists, the applicant shall provide the county with proof they have renegotiated the terms of the agreement to include the new tasting room. If the majority of the owners of the road do not enter into the new or renegotiated agreement, the applicant must obtain a use permit pursuant to Chapter 19.56 of this code before commencing any of the uses allowed by this section;
 - The tasting room building shall be located a minimum of fifty feet from all property lines;

- Wine tasting may be conducted under a duplicate 02 license only if the winery with the master 02 license is located in Amador County and the following standards are met:
- Wineries as defined in Section 19.08.687 and the following incidental uses subject to providing off-street parking and meeting all necessary clearances from the health and building departments. Additionally, wineries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road, or obtained a use permit pursuant to Chapter 19.56 of this code before commencing any of the following uses:
 - Wine tasting,
 - Winery tours,
 - Wholesale and retail sales of wine and grape products,
 - Compensated or noncompensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year,
 - Picnic area(s) for winery-related activities,
 - Art galleries with sales and framing,
 - A food preparation facility for catering on-premises indoor or outdoor functions,
 - Agricultural-related museums,
 - Gift display not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or prepackaged foods,
 - Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four

- such events per month,
- k. Indoor or outdoor amplified music until ten p.m.
- H. Uses described in this subsection may be granted by the planning department, without public hearing, following public notice of the application.
1. Wine tasting may be conducted under a duplicate 02 license only if the winery with the master 02 license is located in Amador County and the following standards are met:
 2. a. A bona fide agricultural operation must be the primary use on the property;
 - b. The parcel shall be a minimum of forty acres in size;
 - c. The applicant shall provide the planning department with copies of their bond from the Alcohol and Tobacco Tax and Trade Bureau and their California Alcohol Beverage Control license. These licenses and bonds shall be maintained in full compliance at all times;
 - d. Tasting rooms located on private roadways shall have entered into a road maintenance agreement with a majority of the owners of the road; or in the event a road maintenance agreement already exists, the applicant shall provide the county with proof they have renegotiated the terms of the agreement to include the new tasting room. If the majority of the owners of the road do not enter into the new or renegotiated agreement, the applicant must obtain a use permit pursuant to Chapter 19.56 of this code before commencing any of the uses allowed by this section;
 - e. The tasting room building shall be located a minimum of fifty feet from all property lines;
 - f. The primary use of the tasting room shall be the marketing and sale of wine produced in Amador County. Additional allowed uses are as follows:
 - i. Compensated or non-compensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year;
 - ii. Picnic area(s) for wine tasting-related activities;
 - iii. Art galleries with sales and framing;
 - iv. A food preparation facility for catering on-premises indoor or outdoor functions;
 - v. Agricultural-related museums;
 - vi. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of wine-related promotional items, gift items, and/or prepackaged foods;
 - vii. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month;
 - viii. Indoor or outdoor amplified music until ten p.m.
 - g. The applicant must obtain all applicable permits from the environmental health department, building department, and department of transportation and public works.
 - h. Public notice of such application shall be given in the manner described in Chapter 19.56 of this code, Use Permits. Such notice shall indicate the intent of the planning department to grant the use permit without a hearing unless sufficient reasons are provided not to grant the use permit. A description of the appeals process (Chapter 19.64 of this code) shall be contained within the notice. The planning department shall decide upon the use permit application within ten days after the notice is mailed. If the planning department finds sufficient cause to approve the application and the application meets the standards outlined in this subsection, the planning department shall approve the use permit and the use permit shall become valid following the ten-day appeal period if no appeals are filed.
 1. The following uses are permitted in AG districts upon obtaining a use permit as provided for in Chapter 19.56 of this code:
 1. Turkey farms, provided there is a cover crop or other dust control;
 2. Any garbage, sewage, refuse, or offal feeding;
 3. Commercial small animal and fowl specialty farms, including but not limited to chinchillas, minks, foxes, rodents, aviaries, rabbits, frogs, pigeons, ducks, and geese;
 4. Commercial slaughterhouses and stockyards for livestock, small animals, poultry, and fowl;
 5. Rendering plants and fertilizer plants;
 6. Commercial recreation, dude ranches, and boarding and guest facilities when carried on as a clearly secondary use in conjunction with a primary agricultural use;
 7. Oil and gas wells, including the drilling and installation, and use of such equipment, structures, and facilities as are necessary or convenient for oil-drilling and oil-producing operations customarily required or incidental to usual oil field practice, including but not limited to the initial separation of oil, gas, and water and for the storage, handling, recycling, and transportation of such oil, gas, and water to and from the premises; provided such activities are carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation;
 8. Development of natural resources including mines, open pits for extraction of minerals, borrow pits, and quarries, with necessary buildings, apparatus, or appurtenances thereto; provided such activities are carried on as a clearly secondary activity in conjunction with a bona fide agricultural

operation;

9. Any use determined by the planning commission after recommendations by the agricultural advisory committee to be compatible with the purposes of the California Land Conservation Act and which do not significantly adversely affect agricultural operations;

10. Any structure, building, use, or equipment incidental and necessary to any of the above uses, located on the same site, and included in the use permit;

11. Farm-labor camps and farm-labor quarters as defined in this title;

12. Social gatherings or weddings at winery facilities which exceed either of the limits set forth in subsection G(32)(j) of this section. (Ord. 1708 §3, 2011; Ord. 1320 §§3,4, 1993; Ord. 1262 §§1--6, 1991; Ord. 1208 §2, 1989; Ord. 1139 §§3, 4, 1987; Ord. 934 §3, 1983; Ord. 883 §3, 1982; Ord. 773 §12, 1981; Ord. 743 §1, 1981; Ord. 600 §2, 1977).

2 attachments

 PastedGraphic-5.pdf
199K

 Relevantcodedefinitions.pdf
400K



Mary Ann Manges <mmanges@amadorgov.org>

Input to Amador County Board of Supervisors Land Use Committee Winery Proceeding

Brian <jobsonbrian@hotmail.com>

Wed, Jul 27, 2022 at 12:31 PM

To: "frankaxe@aol.com" <frankaxe@aol.com>, "mmanges@amadorgov.org" <mmanges@amadorgov.org>

Cc: "larrypatterson@gmail.com" <larrypatterson@gmail.com>, "meredith@foothillconservancy" <meredith@foothillconservancy>, "megan@foothillconservancy" <megan@foothillconservancy>, "tomi@volcano.net" <tomi@volcano.net>

Please find attached the Foothill Conservancy input to the subject proceeding. We look forward to working with the County and other constituencies toward a productive outcome.

Brian Jobson
Foothill Conservancy

 Draft Amador Winery Standards_mara-1.pdf
86K

Amador County is home to a growing wine making and grape growing industry. It possesses a unique combination of attributes, including its agricultural productivity, rural character, scenic beauty, and quality of life for growers, wineries and residents alike. As other winegrowing areas in California have demonstrated, it can be challenging to maintain these amenities when pressures from economics, growth and tourism increase. We face these challenges in Amador County as well.

We believe that the benefits of preserving our winery and grape growing industry with its unique attributes intact is well worth taking proactive measures to ensure our success. One way to do this is to develop standards to promote the attributes we enjoy. Such standards can help us avoid conflicts with residential land uses and avoid undesired levels of commercialization that would threaten our rural quality of life and agricultural character.

Some growers and wine makers have been working with local citizens and County planners to advance a draft plan of action. Below is a list of key points discussed to date. (This is a work in progress and additional input is welcome and encouraged).

- Agricultural activities associated with grape growing and wine making are essential to our local economy and shall be respected as a primary land use.
- Wineries and tasting rooms are also essential industry land uses for both promoting locally-produced wine and selling it both on and off site.
- Regulations regarding adjunct food service at wineries and tasting rooms need to be clear, reasonable and followed so food service is truly incidental to wine tasting and not resulting in restaurants sprawling in agricultural areas with associated impacts. .
- Events that bring traffic, light, and noise into rural residential areas after dark adversely impact neighbors and create conflicts we need to avoid.
- The growing array of commercialized signage at existing wineries needs to comply with clearer design guidelines

Discussion: Other activities taking place at wineries, including food service and entertainment events, have been characterized as incidental to wineries, but this concept has been difficult to regulate by ordinance for a variety of reasons. These activities are less essential to a healthy grape and wine industry. They can provide the opportunity to attract more customers but can also create conflict with residences and lead to degradation of the rural quality and agricultural character we want to keep. Our challenge is to strike a balance that allows some benefits of these non-essential activities to occur but avoids negative impacts.

It has been suggested that results-oriented standards be adopted rather than a single arbitrary rule regardless of unique site circumstances. An event held at a well-designed facility in the middle of a 640 acre parcel with improved roads and parking may have acceptable results compared to such an event on a smaller parcel and near the property line shared with neighboring residences.

Occasional catered events with reasonable music until dark may well have acceptable results, whereas unlimited concerts or full blown commercial restaurant food service are not consistent with rural and agricultural land uses. Our General Plan and zoning regulations generally contemplate locating these activities in urban areas with commercial general plan and zoning designation. This reduces undesired effects on rural living and contributes to the economic vitality of our towns and cities.

Consistent design and size/type of signage used by all participants can result in an attractive rural environment, whereas unlimited designs, sizes and colors of signs can commercialize our wine making and grape growing regions, losing our unique historic, agricultural character and rural quality.

Given these factors, and our need to plan and take action that will obtain the desired results and avoid the results we don't want, the following standards are proposed for adoption:

Events:

- Only at licensed, bonded, producing Amador wineries
- Setback - more than 500 feet existing regulations apply
 - less than 500 feet the following apply
- Frequency - 10/year excluding wine club
- Hours - 10 a.m. - dark/10 p.m.
- Lighting - all external lights directed inward
- Noise- comply with County noise ordinance

Food Service:

- Catering or food truck for events
- Packaged food for tasting room

Restaurants in commercial zones not at A, Ag, or R1A

Signage

- Sign posts with winery names per existing signpost design and
- Day of event temporary signs on site and/or at nearest intersection consistent with signpost design and colors.

Legal Requirements and Need for Enforcement

To operate a winery (and tasting room), an owner must obtain a variety of permits from federal, state, and local authorities.

Federal Permits

Anyone producing alcoholic beverages in the United States must have appropriate permits from the Federal Alcohol and Tobacco Tax and Trade Bureau (TTB). To operate a winery, it is necessary to obtain a Basic Permit from TTB. A winegrower must have facilities and equipment for the conversion of fruit into wine and engage in the production of wine (Section 23013).¹

State Permits

The California Department of Alcoholic Beverage Control (ABC) regulates wine production permits within the state. The agricultural basis of a Wine Grower's permit is defined in the State Code: "A winegrower shall actually produce on his or her licensed premises by conversion of grapes, berries, or other fruit, into wine, not less than 50 percent of all wines sold to consumers on his or her licensed premise or premises and any licensed branch premise or premises." [Every winery with an 02 license is allowed to have one duplicate license The duplicate location is a tasting room only; wine cannot be made at this location. The state does not require that the duplicate license (for a tasting room not at the winery location) be located in the same county as the winery. Individual counties, however, have ordinances that can require this.

Amador County

Many agricultural properties in Amador County may have wineries (with tasting rooms, if desired) "by right" with appropriate agricultural zoning. Properties zoned R1A have the right to grow grapes and make wine, but can only open a tasting room if they obtain a Conditional Use Permit from the county to do so.

In 2009-2010, an Ad Hoc Committee of wine industry representatives worked with county staff to revise the winery ordinance. There was concern among vintners at the time that wineries making wine in other parts the state (especially Napa and Sonoma) would open tasting rooms in Amador County and directly compete with local grape growers and winemakers. To prevent this, the new ordinance specifies that only wineries whose 02 license is located in Amador County

¹ This pertains to new winegrowers' licenses issued by TTB after September 17, 1965. Federal Alcohol and Tobacco Tax and Trade Bureau (TTB) regulations also permit a winegrower to use the facilities and equipment of another winegrower to produce wine. This is commonly referred to as an "alternating proprietorship."

can have a tasting room (including a duplicate tasting room) in Amador County. The ordinance also included clear criteria for what constitutes a winery or wine production facility:

“19.08.687 Winery. “Winery” means an agricultural facility used for processing (fermentation when combined with any two of the following: crushing, pressing, aging, blending or bottling) of juices into wine or the re-fermenting of still wine into sparkling wine and which is currently bonded as such by the Alcohol and Tobacco Tax and Trade Bureau and has a current California Alcoholic Beverage Control Winegrowers 02 Master License.

In other words, no one could open a tasting room if they were not actually making wine on their agricultural property.

The new ordinance went into effect in 2011, but there has been very weak enforcement. There are numerous examples of local tasting rooms that violate the county ordinance and/or State law (ABC does have some enforcement staff, but they seem to be most focused on serving to minors and rarely inspect wineries to see if they are actually making wine). Violations include:

- Operating a tasting room without having an ABC 02 Master License located in the County and/or not making wine in the county. Examples include C. G. D’Arie (Master License in El Dorado County); Paul J. Wines (O2 Master license but not making wine on the premises), and Casino Mine (Master 02 license in Napa, appears to be making no wine in the county).

While operating a tasting room in agricultural areas without a winery is prohibited, it is possible to open a tasting room in a town (Plymouth, Amador City, Sutter Creek, etc.). This is what Scott Harvey did for years, for example, before he moved his 02 license from Napa to Amador County and legally opened his winery and tasting room on Shenandoah Road.

The Amador County Wine Ordinance clearly defines the purpose of a tasting room:

The primary use of the tasting room shall be the marketing and sale of wine produced in Amador County.

The ordinance goes on to describe other privileges and amenities that can go along with tasting rooms, including:

1. Unlimited events with up to 125 attendees;
2. Picnic areas for wine tasting events;
3. A food preparation facility for catering on-premise indoor or outdoor functions;
4. Agriculture-related museums

5. Gift display area not to exceed 500 square feet for retail sale of wine related items, gift items, and pre-packaged foods;
6. Social gatherings and weddings for up to and including 450 persons, including 12 events per year with no more than 4 such events per month;
7. Indoor or outdoor amplified music until 10:00 p.m.

Items 1, 6 and 7 above appear to create most of the conflicts between tasting rooms and rural residential uses and deserve close review and possible revision. It may be appropriate to define minimum buffers from existing residential uses, or outline a process for evaluating tasting room locations on a case-by-case basis with consideration of unique site attributes.

Item 3 above is neither well defined nor enforced. There are commercial kitchens in the Shenandoah Valley that are being used to provide meals to the public outside of catered winery events. While this appears to be less of a concern to area residents, it is a concern to some winery owners, who feel the rules should be clarified to prevent unfair business competition. Operating a restaurant was not what the Winery Ordinance contemplated.

Finally, the Ordinance should contain a much clearer definition of what constitutes an “Event.” Should an event be wine-related, to conform with the goal of showcasing Amador County wine? Should a rock concert or a car show constitute an event? Some types of events clearly have the potential to bring adverse traffic and noise impacts, disrupting the quality of life to nearby residents, without necessarily promoting our local wine industry.



Proposed Tiered System for Tasting Room Uses - April 20, 2023 Land use Committee

1 message

John Di Stasio <john@distasiovineyards.com>

To: Richard Forster <rforster@amadorgov.org>, Frank Axe <faxe@amadorgov.org>

Cc: Brian Oneto <BOneto@amadorgov.org>, Chuck Beatty <CBeatty@amadorgov.org>

Wed, May 17, 2023 at 10:16 AM

Supervisors Axe and Forster:

I am writing on behalf of the Board of the Amador County Vintner's Association, representing over forty of the County's wineries, and we offer the attached formal comments in response to the subject proposal.

- We understand that the Committee is exploring ways to mitigate the impacts associated, in part, with winery tasting room operations, specifically, traffic, noise and light, while also seeking to maintain the agricultural character of the County. We are committed doing our part to assist in that effort and want to strike the right balance between regional economic development and the quality of life in the County. We would like to establish ourselves as a constructive participant in that effort.
- We have operated under the existing Winery Ordinance for several years and support updates to that ordinance, as outlined in the attached, in an attempt to mitigate current and future winery operations in the County. We support the idea that zoning may be the best means to assign permissible uses, based on parcel type, size, setbacks and predominant existing uses in an area. We do not think that using major and minor roadways serves to meet the County's objectives. We, instead, have focused on differentiating event types, proposing limits to the number and size of events, seeking to spread traffic out rather than concentrating it into a limited number of operating or event days.
 - We also believe that the County, through zoning, should identify minimum restrictions on zoning types where winery development is not desired or optimal. These minimum restrictions should be reflected in the zoning and provided as a disclosure to those seeking to purchase properties with the interest in developing a commercial winery or tasting room. Additional use restrictions can be imposed after the fact, as circumstances require, but a minimum set, communicated clearly, in advance of a land purchase may dissuade purchases and development of property types that may not be well suited for commercial winery activity
 - We would also urge the County to adopt a Right to Farm ordinance to maintain the agricultural character of the County and ensure that additional uses are subordinate to pre-existing farming operations
- We have provided a proposed red-line to the existing Winery Ordinance focused on achieving the desired mitigation by updating and clarifying uses that are outlined currently. The Vintners Association has a role in educating member wineries on the Ordinance and we believe that, with few exceptions, our winery members understand and follow the current Ordinance. Given that it has been in place for many years and well understood by current wineries, we believe that it can be strengthened and clarified to also apply to new wineries seeking to open in the County.
- We understand an appreciate that the Land Use Committee proposal grandfathered in existing wineries and uses, and we support such grandfathering. We recommend that the County, if a proposal is adopted, provide a grace period for current wineries to come into compliance with the existing ordinance in order to be grandfathered. All new wineries would be subject to the new ordinance as of the date a proposal is adopted. We believe that it is incumbent upon all of the County's wineries to be in compliance with the applicable ordinance and plan to continue our efforts to educate members to assist them in achieving compliance.
- Finally, We would ask the County to make every effort to make the Winery Ordinance(s) readily accessible to anyone seeking to understand the requirements. Given that wineries are a meaningful commercial activity in the County, every effort to communicate the requirements and expectations would be helpful for both new and existing wineries.

We appreciate the opportunity to provide input into this process and want to be a resource to the County as you consider current winery and future winery operations.

John Di Stasio

President, Amador Vintners Association
and, Owner

Di Stasio Vineyards & Wines
10788 Shenandoah Rd
Plymouth, CA 95669
(916) 870-3563
www.distasiovineyards.com

 **Winery Ordinance Proposed Revision 2.0.docx**
19K

19.08.687 Winery

All wineries described below shall operate, as a minimum, within their designated use requirements. In those cases where the use restrictions may not adequately mitigate issues of traffic, noise, and lighting, it is incumbent upon the owner/operator of the winery, in coordination with the County, to pursue reasonable efforts to minimize such impacts to neighboring properties.

"Winery" means an agricultural facility used for the processing (fermentation when combined with any two of the following: crushing, pressing, aging, blending, or bottling) of juices into wine or the re-fermenting of still wine into sparkling wine and which is currently bonded as such by the Alcohol and Tobacco Tax and Trade Bureau and has a current California Alcohol Beverage Control winegrower's 02 master license. (Ord. 1708 §2, 2011: Ord. 1320 §2, 1993).

19.24.040 District regulations--Generally.

Subject to the provisions of Chapter 19.48, none but the following uses, or uses which in the opinion of the planning commission are similar in nature, will be allowed.

"A" Zoning... (no use permit required in "A" zoning)

12. Wineries as defined in Section 19.08.687 and the following incidental uses when located within an A-I or A-G General Plan designation, subject to providing off-street parking and meeting all necessary clearances from the health and building departments. Additionally, wineries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road, or obtain a use permit pursuant to County Code Section 19.56 before commencing any of the following uses:

Permitted Uses:

- a. Wine tasting;
- b. Winery tours;
- c. Wholesale and retail sales of wine and grape products;
- d. Compensated or non-compensated events (**Wine Club, Association and/or Social**) with up to one hundred twenty-five persons in attendance with **a maximum of forty-eight (48) events per year and no more than four per month.**
- e. Picnic area(s) for winery-related activities;
- f. Art galleries with sales and framing;
- e. A food preparation facility **shall be properly licensed for providing food service, incidental to retail tasting and sales, during normal business hours or catering on-premises directly related to indoor or outdoor winery events; food service that is incidental to retail winery sales is recognized as a public safety benefit and part of responsible beverage service.**
- h. Agricultural-related museums;
- i. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery-related promotional items, gift items, and/or pre-packaged foods;
- j. Weddings for up to **Two hundred fifty (250) persons limited to twelve weddings** per year with no more than three such events per month;

k. Indoor or outdoor amplified music until ten p.m. for events only. Indoor or outdoor amplified music on non-event days will be limited to normal business hours

l. Normal business hours for Tasting Rooms are limited to 10 am to 5 pm (final seating) 7 days per week

Uses Requiring a Conditional Use Permit:

26. Social gatherings or weddings held at a winery located within an A-I or A-G General Plan designation which exceed either of the limits set forth in 12a.(j) above.

27. Wine tasting may be conducted under a duplicate O2 license only if the winery with the master O2 license is located in Amador County and the following standards are met:

- a. The parcel shall be a minimum of ten acres in size with the ability to maintain a minimum set-back of at least 200 feet
- b. The applicant shall provide the planning department with copies of their bond from the Alcohol and Tobacco Tax and Trade Bureau and their California Alcohol Beverage Control license. These licenses and bonds shall be maintained in full compliance at all times;
- c. Tasting rooms located on private roadways shall have entered into a road maintenance agreement with a majority of the owners of the road; or in the event a road maintenance agreement already exists, the applicant shall provide the county with proof they have renegotiated the terms of the agreement to include the new tasting room. If the majority of the owners of the road do not enter into the new or renegotiated agreement, the applicant must obtain a use permit pursuant to Chapter 19.56 of this code before commencing any of the uses allowed by this section;

- d. The tasting room building shall be located a minimum of 200 feet from all property lines;
- e. The primary use of the tasting room shall be the marketing and sale of wine produced in Amador County. Additional allowed uses are as follows:
 - i. Compensated or non-compensated events (Wine Club, Association and/or Social) with up to one hundred twenty-five persons in attendance with a maximum of forty-eight (48) events per year and no more than four per month.
 - ii. Picnic area(s) for wine tasting-related activities;
 - iii. Art galleries with sales and framing;
 - iv. A food preparation facility shall be properly licensed and for providing food service, incidental to retail tasting and sales, during normal business hours or catering on-premises directly related to indoor or outdoor winery events; food service that is incidental to retail winery sales is recognized as a public safety benefit and part of responsible beverage service.
 - v. Agricultural-related museums;
 - vi. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of wine-related promotional items, gift items, and/or prepackaged foods;
 - vii. Indoor or outdoor amplified music until ten p.m. for events only. Indoor or outdoor amplified music on non-event days will be limited to normal business hours
 - viii. Normal business hours for Tasting Rooms are limited to 10 am to 5 pm (final seating) 7 days per week
- f. The applicant must obtain all applicable permits from the environmental health department, building department, and department of transportation and public works;

g. Uses described in this subsection 27 may be granted by the planning department, without public hearing, following public notice of the application. Public notice of such application shall be given in the manner described in Chapter 19.56 of this code, Use Permits. Such notice shall indicate the intent of the planning department to grant the use permit without a hearing unless sufficient reasons are provided not to grant the use permit. A description of the appeals process (Chapter 19.64 of this code) shall be contained within the notice. The planning department shall decide upon the use permit application within ten days after the notice is mailed. If the planning department finds sufficient cause to approve the application and the application meets standards outlined in this subsection, the planning department shall approve the use permit and the use permit shall become valid following the ten-day appeal period if no appeals are filed.



Land Use Committee agenda and Zoom link for Thursday, July 20th at 10:00 a.m.

Brian Jobson <jobsonbrian@hotmail.com>

Mon, Jul 17, 2023 at 9:23 PM

To: Amador County Planning Department <planning@amadorgov.org>

Cc: Roger Pitto <rpitto@amadorgov.org>, Patrick Chew <pchew@amadorgov.org>, "Peters, Robin" <rpeters@deltaengineeringinc.com>, Gregory Gillott <ggillott@amadorgov.org>, Glenn Spitzer <gspitzer@amadorgov.org>, "Deaver, Jeanne" <deaver@daylilyfarm.com>, Chuck Beatty <CBeatty@amadorgov.org>, Mara Feeney <marafeeney@gmail.com>, Frank Axe <faxe@amadorgov.org>, Chuck Iley <ciley@amadorgov.org>, Todd Barr <tbarr@amadorgov.org>, "Forster, Richard" <rforster@amadorgov.org>

To: Amador County Land Use Committee

From: Foothill Conservancy

Subject: Winery Ordinance

As we at Foothill Conservancy and Amador Vintners Association have consistently pointed out, unwanted degradation of the rural character and agricultural integrity of our winery regions is being driven by commercial type activities that are not essential to our wineries' sustainability. Large events like weddings and concerts, as well as restaurants and lodging like disaggregated B&Bs, are the source of most disturbance of neighbors, traffic impacts, noise, lighting, visual impacts, and commercialization. These impacts detract from our winery region's unique beauty, historic significance and rural character that many other wine regions have lost. We don't want that to happen in Amador County, and your Committee's action is key to preserving these valuable attributes of our winery regions.

So our ordinance should limit those non-essential commercial-type activities, and use parcel size and setbacks as a valid criteria to tier limitations to, not an arbitrary classification of road categories. We also support AVA's recommendation to reduce attendance level limits at events to more reasonable levels that are more consistent with our small winery regions, the proximity of neighbors, agricultural land use designations and our limited road capacity.

As we build a consensus around new ordinance language, we should also work together to bring non-conforming uses into compliance with our existing ordinance, so that the non-compliance of a few doesn't punish those that follow the rules and don't take advantage of the situation.

Brian Jobson
Board President
Foothill Conservancy



July 20, 2023 Land Use Committee meeting

Robin Peters <rpeters@deltaengineeringinc.com>
To: Amador County Planning Department <planning@amadorgov.org>

Wed, Jul 19, 2023 at 4:11 PM

Supervisors Axe and Forster –

I hope to be at the LUC meeting tomorrow (but may not), and I wanted to submit a comment to you in advance so you had some time to think about it.

As I look at the newest proposed criteria included in the July 20 packet and think about the day-to-day implementation of the criteria, it seems apparent that the term “setback” isn’t defined well enough to be meaningful. This was touched on briefly at the last meeting (in a question posed by Mr. Enright), but the topic didn’t receive the discussion it warrants considering that major categories of by-right uses would be directly related to setbacks.

Consider that the same tasting room (7 days/week 10-6) would be allowed in all three scenarios, including the scenario where no setback can be met and the facility is on a minor roadway. This means that the tasting room itself is not considered to be the generator of impacts of concern, since it is allowed – essentially – anywhere and is *de facto* not subject to setbacks. This tells me that the setbacks – 200’ or 400’ – must be intended to apply to other activities, presumably those which generate impacts of concern, and not to the tasting room building itself nor the activities normally associated with it. This is an important distinction that needs to be fleshed out now, or your planning and code enforcement departments will never be able to fairly and equitably implement the new ordinance.

Since setbacks appear to be the chosen solution to impact mitigation (I don’t agree, but that appears to be where we are), it would appear that setbacks should only apply to impact-generating activities. This means (by way of example) that a tasting room could operate 30 feet from the property boundary of a large parcel, but as long as the wedding itself is located at least 400 feet from the boundary and the facility is on a major road, then the wedding could have up to 400 attendees and the overall facility would be in compliance. The setback is therefore applied to the impact-generating activity, and not to the tasting room building.

I would urge the committee to spend whatever time is necessary to craft unambiguous language clarifying how and to what setbacks are intended to apply. If this isn’t done at the committee level, staff will have to guess at the intent and may not get it quite right or worse, the adopted ordinance will require interpretation right out of the gate.

Thanks for your consideration.

R

Robin D. Peters, P.E.

Principal Engineer

Delta Engineering, Inc.

41 Main Street

Jackson, CA 95642

(209) 223-1441

rpeters@deltaengineeringinc.com



Planning Department <planning@amadorgov.org>

Glossary of Terms for the Proposed Winery Ordinance

1 message

Valerie Villa <vvilla@amadorgov.org>
To: Planning Department <planning@amadorgov.org>

Tue, Jul 25, 2023 at 2:08 PM

Planning Department,

I was looking through the board agenda items and I saw the glossary of terms for the proposed winery ordinance (see attached). For the Major Road definition and the Minor Roadway definition, it is a little vague. What is a higher volume of traffic or lower volume of traffic? Possibly define the volumes of traffic with the average daily traffic (ADT) volumes. The volumes of the roads may change over time and so what was a high volume traffic road may become a lower volume roadway. If the criteria of the ordinance is based on the traffic volume and the traffic volume changes, does this change the criteria of the ordinance?

Another item mentioned is the number of existing wineries. What is considered a number of existing wineries? This is not defined. Is it two wineries per mile a lot?

There were some comments at the board meeting today and I thought I'd pass along my thoughts. Let me know if you have any questions or concerns.

Sincerely,

Valerie Villa
Amador County
Department of Transportation and Public Works
[810 Court Street, Jackson, Ca. 95642](https://www.amadorcounty.ca.gov/810-Court-Street-Jackson-Ca-95642)
209.223.6429 - Main
209.223.6797 - Direct
vvilla@amadorgov.org

 **Proposed_winery_ordinance_revision.07-05-23.pdf**
12K



Chuck Beatty <cbeatty@amadorgov.org>

Wine ordinance

1 message

Michelle Gallaher <mgallaher@amadorgov.org>

Wed, Jul 26, 2023 at 9:15 AM

To: Board Of Supervisors <boardofsupervisors@amadorgov.org>, Chuck Beatty <CBeatty@amadorgov.org>, Jennifer Burns <jburns@amadorgov.org>

Good morning,

I was listening to the board meeting yesterday around 2:30 PM and wanted to bring up an issue that was being addressed as a major issue with wineries- Noise. I would have chimed in at the meeting but I was upcountry and had no signal.

The noise ordinance was brought up several times as a deterrent for the problem, but I wanted to show there is a problem in the ordinance if it is going to be used. I have noted below both the noise ordinance chapter 9.44 and Agricultural Lands and Operations Chapter 19.80.

I want to point out the inconstancies.

Chapter 9.44

G. Commercial and industrial exemption: This chapter only applies to residential uses. Any rental of residential property, including short-term rental of property through any websites used for that purpose, such as [airbnb.com](https://www.airbnb.com), [vrbo.com](https://www.vrbo.com), [sublet.com](https://www.sublet.com), or [corporatehousing.com](https://www.corporatehousing.com), is deemed a residential use.

Chapter 19.80

"Agricultural operations" mean and include, but are not limited to, cultivation and tillage of the soil; burning of agricultural waste products; lawful and proper use of agricultural chemicals including, but not limited to, the application of pesticides and fertilizers necessary for production; protection against frost; protection against bird and animal damage; irrigation, pruning, growing, harvesting and processing of any agricultural commodity, including horticulture, timber, viticulture, apiculture, the raising of livestock, fish, poultry; and commercial practices, structures, and appurtenant facilities incident to or used in conjunction with such agricultural operation, including preparation for market, delivery to storage or market, or to carriers for transportation to market. (Ord. 1504(part), 2000).

This clearly states the ordinance is for Residential Uses only. Then it clarifies that short-term rentals are deemed residential use even though they are a business. If you are going to include wineries, this should be stated here or changed to allow enforcement on commercial uses.

In the agriculture definition, I take from it growing, harvesting, preparation, etc. It doesn't include events like weddings, concerts, etc which are commercial uses. These are not considered normal uses.

Luckily before I sent this email, Supervisor Brown visited me and we discussed the issue. He is aware the noise ordinance will not cover wineries. I just wanted to make sure as it moves forward that you are aware

the noise issue is not covered under the current ordinance and to consider changing or making a new definition for wineries since they both have ag and commercial uses.

Thank you!

Michelle Gallaher
Code Enforcement Officer
County of Amador
Office: 209-223-6565
Fax: 209-223-6254
mgallaher@amadorgov.org



Fwd: Land Use Committee - Winery Ordinance

Chuck Beatty <CBeatty@amadorgov.org>

Thu, Aug 24, 2023 at 12:32 PM

To: Frank Axe <faxe@amadorgov.org>, Richard Forster <rforster@amadorgov.org>

Cc: Glenn Spitzer <gspitzer@amadorgov.org>, Planning Department <planning@amadorgov.org>

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

From: Patrick Enright <penright@aklandlaw.com>

Date: Thu, Aug 24, 2023 at 12:12 PM

Subject: Land Use Committee - Winery Ordinance

To: Chuck Beatty <CBeatty@amadorgov.org>

Cc: Dominick Chirichillo <dominick@domenicowinery.com>, Nick Chirichillo <nick@domenicowinery.com>, Gloria Chirichillo <Gloria@domenicowinery.com>, Robin Peters <rpeters@deltaengineeringinc.com>

Amador Land Use Committee:

Abbott & Kindermann ("A&K") represents Domenico Winery and has been reviewing and commenting on the draft Winery Ordinance. We appreciate the draft prepared by the Planning Staff and agree with the grandfathered-in provisions for wineries that were operating before the effective date of the new Ordinance. We also appreciate keeping the current ordinance in place, so the currently operating wineries will continue to operate pursuant to the Amador Zoning Code and will not become nonconforming uses. We appreciate all the time you and the Planning Staff have spent on the Ordinance and appreciate your efforts.

Initially, we were primarily focused on the grandfathered provisions for currently operating wineries. Still, in reviewing the draft for wineries established after the adoption of the Ordinance we have concerns about the setback requirements and number of events allowed, especially in the Agricultural Zone. To operate a successful winery, it is essential the winery have ongoing marketing efforts to promote and sell its wine and market the winery. Considering that, A&K has drafted revisions to the Ordinance for the Agricultural Zone for your review. The primary changes are as follows:

- Increase Wine Club Event participants from 125 to 200. This is a more realistic estimate of the number of participants for Wine Club Events.
- Decrease the setback requirement to 100 feet with the following additional requirements:
 - Requirements for On-Site Parking
 - Traffic Management for Special Events
 - Noise Attenuation Setbacks consistent with the General Plan.

With the additional requirements for parking, traffic, and noise, the Ordinance will address many of the concerns of the neighbors. The setback will be increased from the current 50 feet to 100 feet.

Our proposal is:

- Social and Special Events for Wineries that meet the setback requirement and are on a major road:
 - Social Events from 12 per year to 12 per month
 - Special Events from 12 per year to 12 per year (unchanged)
- Social and Special Events for Wineries that meet the setback requirement and on a minor road:
 - Social Events – from 12 per year to 24 per year
 - Special Events – allow 8 per year
- Social and Special Events for Wineries that do not meet the setback requirements:
 - Social Events from 6 per year to 12 per year
 - Special Events – 4 per year

These revisions will allow wineries to operate successfully. The new requirements will also allow for the County to size the events based upon a variety of factors specific to the site and surrounding uses, including, but not limited to, emergency access, availability of on-site parking, noise attenuation, increased risk of harm to people or property as a result of hazards, and potential for negative cumulative effects related to noise, traffic, and water supplies.

Thank you for your consideration and time in this matter. I will be attending the meeting via Zoom and can answer any questions.

Patrick Enright

Senior Counsel



A Professional Corporation

[2100 21st Street | Sacramento, CA 95818](#)

tel: (916) 456-9595 | fax: (916) 456-9599

[website](#) | [blog](#) | [email](#)

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--

Chuck Beatty, AICP
Planning Director
Amador County
209-223-6380

 [08.24.2023 PE Revised Winery Ordinance .docx](#)
27K



MEMORANDUM

Augusts 24, 2023

To: Amador County Land Use Committee

From: Robin D. Peters, P.E.
Delta Engineering, Inc.

Re: Winery & wine tasting use regulations

Thank you for the opportunity to comment on draft changes to the A, AG and R1-A zoning district regulations as they relate to winery and wine tasting uses.

Please consider the following comments at today's Land Use Committee meeting:

A, Agricultural district regulations (these comments also apply to the AG regulations)

19.24.040(B) – Wineries Established After (adoption date)

It's important to recognize that wineries *per se* are not the focus of impact-generating activities. This has been discussed at the LUC in the past and I believe there was general agreement on this point. Proposed changes to this section however, establish land use restrictions based on "**Wineries that meet the minimum setback of ...**". Wineries are not always physically associated with a wine tasting facility, so tying land use restrictions to the physical location of the winery is not appropriate. Please be very careful to tie land use restrictions to the impact-generating facility or activity of concern to the LUC, and not to the winery itself. This comment applies in three places in this section and again in the AG regulations.

19.24.040(B)

Unlike Section A of this chapter, new Section B is missing an introductory paragraph which explains what (B)(iv) through (xi) are all about. These items are orphaned absent verbiage to explain why they're there and what they apply to.

19.24.040(C)

As a zoning practitioner who uses and applies municipal code definitions daily, I strongly recommend more concise language for many of the definitions in this section. Examples include:

- Small weddings – what does small mean in this context?
- Major road and minor road – both of these definitions are vague and are subject to immediate interpretation. The terms “higher volume of traffic”, “higher speeds”, “relatively straight”, “a number of”, “significant number of curves”, “fewer homes”, “many existing wineries”, etc. may be suitable as talking points, but have no real meaning and cannot be used as the basis for fairly-applied land use regulation.

The Land Use Committee articulated early in this process that one of its goals was to modify land use regulations associated with wine tasting facilities so as to establish predictability – to give a prospective wine tasting business a clear picture of what this county expects of such facilities and where it expects them to be situated. Definitions that cannot be interpreted – that mean one and only one thing – is the only way to establish such certainty and predictability.

In a broader sense, I continue to argue that setbacks are not the best way to mitigate potential impacts and I urge the Committee to consider other options. Further, the use of major and minor roadway designations as a fundamental component of tiered regulations, particularly when such roadway classifications are poorly defined, is fraught with peril, has the potential to have effects opposite those intended, and is not advised.

Thank you for your time and attention.

Robin

September 12, 2023

Dear Richard Forester, Frank Axe and Members of the Land Use Committee,

Because of feedback I've received from friends regarding my statements at the last Land Use meeting of August 24th, I'd like to take this opportunity to clarify my position on the proposed numbers of guests allowed at wine club and winery social events.

The maximum number of wine club guests should be interrupted as "at any moment in time", not as a total for the day. I was responding to the person who spoke before me, who referred to the number of guests as a "total."

My understanding is that all proposed or historic numbers for attendees given, whether the winery is a legacy winery or a new one, refer to "a snapshot in time", rather than a total number of attendees for the day.

At the August 20 meeting, I stated I support the AVA, and I meant that I support the AVA in general. Would you please amend the minutes to reflect my intention for speaking, that is to say, the numbers given in documents should reflect any moment in time rather than a total number of guests for the day.

Thank you for your time and consideration. I appreciate your efforts and public service.

Sincerely,

Jennifer Housler

Cooper Vineyards
21365 Shenandoah School Road
Plymouth, CA 95668

Winery ordinance changes

My name is Frank Moreno and I am a resident of the Shenandoah Valley and I have a small vineyard. I am here to support the residents, the farmers and the wineries in Amador County. I must confess I have not had opportunity to read the new ordinance, as I just found out about it two days ago, however, I would like to speak on some issues I think are important for the community. I know that we need growth and tourism to keep the county sustainable. I also know that most people want to keep Amador County's rural atmosphere, rooted in history.

The "winery ordinance" was originally created in the 1990's to develop a balance between the wineries and residents in the Shenandoah Valley. Have these changes taken into consideration those residents that actually live in the valley and whether they are maintaining a balance?

I wrote to the Board of Supervisors in June of 2016 regarding concerns over increased events in the Shenandoah Valley. Now, 7 years later, these same concerns are multiplied as the number of wineries and events have almost doubled.

Some concerns are:

- there has been an increase in E. coli in several wells, that I am personally aware of in Shenandoah Valley I'm wondering if there is a connection to the overuse of the septic systems during large-scale events taking place.
- Parking on the main roads, and even on access roads to the wineries when parking lots are full are a safety hazard that occurs during large-scale events. This can limit or prevent emergency vehicle access. Let's not make undo hardship on our first responders.
- the use of sandwich boards and signs at every intersection often block visibility for vehicles pulling onto the roadways.
- Will there be a CEQA done to aid the board members in decisions, related to environmental impacts, as well as community impacts, (traffic, noise, lighting, etc.)? as there are definitely changes being considered by the Board that will affect the environment not to mention the impact on traffic, noise and lighting.
- Is the county aware of the number of events currently happening in the Shenandoah valley on a monthly basis? Has a limit been discussed in order to protect the integrity and beauty of our county?
- Regarding past compliancy issues, is there a way to monitor these activities and changes going forward to ensure the ordinance is being respected?
- The recently re-paved portion of Shenandoah Road has made a great impact for traveling, thank you so much for standing behind that project. Is there a plan to continue to improve and address the egress and access problems?. Increased events means greater road and traffic impacts. One vehicle accident on Shenandoah Road near Plymouth will cause folks to detour to substandard county roads such as Ostrum and Bell roads which may increase potential liability to the cour

We are also seeing vineyards being removed or abandoned, as the farmers are struggling to survive. The next generation may not see a profit in farming in Amador county, and may say sell off their agricultural property to developers. This is a very concerning issue as we think of the integrity of our amazing county. We currently have 40 acre minimum parcels, but that could all change with just 3 votes of the Board in the future. Do we want to trade in our agricultural properties for subdivisions. Many other counties in California have a requirement that if the county name is on the label that 50 to 75% of the grapes purchased by the winery need to be grown locally in the county. This may help continued agriculture in our county and give support to our local families and farmers.

I know in order to make good decisions to maintain the integrity of Amador County we need to hear from a diverse group of people who look at things from different perspectives. I am always willing to participate and offer different perspectives

I thank you for watching out over the residents of Shenandoah Valley, your support of tourism and the wineries, and ask that you help protect the farmers. A balancing act it is for sure. I ask that you consider all of the above when making your decisions and appreciate your time and consideration on these topics.

Thank you

Frank Moreno

2019



Land Use Meeting

Jane O'Riordan <janeterouge@volcano.net>

Thu, Sep 14, 2023 at 8:38 AM

To: Richard Forster <rforster@co.amador.ca.us>, Frank Axe <faxe@amadorgov.org>

Cc: planning@amadorgov.org

Hi Richard and Frank,

I hope to be able to Zoom into the meeting today. I read through the minutes and wanted to clarify how we have interrupted the event visitor numbers.

First, there is not a clear picture of what an event is, but was always discussed to be anything other than normal tasting room visitors.

An event is something that can go on all day or at a specific time. **Regardless, the number of people attending the event would be the total for that event, whether or not they are all there at the same time.**

There are very few wineries that can handle 400 people at one time. This requires lots of staff, large parking area, etc. Most events at Amador wineries would probably be maximum 200 at any one time, so you could have 400 in a day if they come and go.

The types of events that can handle this many people would be limited to large event center type wineries where they do live concerts, etc. Even most weddings are not more than 300 guests. Most are 100-250.

These large 400 person events should be limited, as this puts a lot of stress on the community, traffic and infrastructure. They should not be a regular occurrence. Maybe they should even require a special permit for each large event held.

Thanks,
Jane O'Riordan

Jane O'Riordan

Terre Rouge and Easton Wines
Top 100 Winery 2022
Wine and Spirits Magazine

cell: 209.610.8966
off: 209.245.3117



MEMORANDUM

September 14, 2023

To: Amador County Land Use Committee

From: Robin D. Peters, P.E.
Delta Engineering, Inc.

Re: Winery & wine tasting use regulations

Thank you for another opportunity to comment on draft changes to the A, AG and R1-A zoning district regulations as they relate to winery and wine tasting uses.

I submitted comments on the prior draft ordinance changes in my August 24 memo to the Committee. My comments were discussed by the Committee and as the minutes reflect, were acknowledged as valid and worthy of further consideration. Specifically, my August 24 comments relating to setbacks and to what setbacks apply, and my comments regarding the need for bullet-proof and enforceable definitions, were discussed by the Committee and all indications were that appropriate changes would be incorporated into the present draft.

I note however, that the notion that setbacks should somehow apply to wineries (vs. tasting rooms, event centers, etc.) is still baked into the latest draft of the A and AG regulations. In similar fashion, the definitions in the current draft have scarcely been changed from the prior version. It was my understanding after the last meeting that these issues were to be addressed in the present draft, but I struggle to see where they have been given serious attention.

As a general statement, time and effort are required to put forward thoughtful and meaningful comments, and it's disappointing to see those comments go largely unaddressed. I understand the Committee's desire to move this project forward, but I respectfully ask that more effort be made to translate the Committee's direction into ordinance language that shows steady progress toward a fair and enforceable document that requires little or no interpretation. The current versions fall short, unfortunately, and still require some work.

Thank you for your time and attention.

Robin

Item 6.o.-Surveying Department: Parcel Map No. 2903 for Delbert E. Rapini 2003 Separate Property Trust dated August 20, 2003. (2003-001587 and 2009-0004646) and Del Rapini Construction Inc., a California Corporation 2005-0012391. The properties are off State Highway 88, Ridge Road, and Mineral Ridge.

Item 6.q.-Surveying Department: Request to set the public hearing date for Public Utility Easement Abandonment as shown in Exhibit B. Said easement is being vacated as part of the request for a certificate of merger for Del Rapini Construction, Inc. a California Corporation. The properties involved in said merger are Lots 27 and 28 of Pine Grove Bluffs, Phase 1 as recorded in Book 9 of Subdivision Maps at Page 53. Assessor's Parcel No.'s 030-740-005 and 030-740-006.

Item 6.r.-Surveying Department: Request to set the public hearing date for a public utility easement abandonment as shown in Exhibit B hereto. Said easement is being vacated as part of the request for a Certificate of Merger for Del Rapini Construction, Inc. a California Corporation. The properties involved in said merger are lots 21 and 22 of Pine Grove Bluffs, Phase 1 as recorded in Book 9 of Subdivision Maps at Page 53. Assessor's Parcel No.'s 030-740-011 and 030-740-012.

At this time, Chairman Brown allowed time for public comment on the consent agenda. There were no public comments.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Axe and carried unanimously to approve the Consent Agenda as presented.

REGULAR AGENDA

Measure M Revenue Distribution for FY 2023-24 (based on FY 22-23 Data)

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Crew, seconded by Supervisor Oneto and unanimously carried to approve the proposed 2023-24 Measure M calculations as presented.

Administrative Agency: Discussion on the progress relative to the proposed Winery Ordinance. The committee has met and developed a proposed ordinance that must still be reviewed by the Planning Commission before possible adoption by the Board of Supervisors.

Supervisor Axe addressed the Board and provided some background as to how the Land Use Ordinance Committee (Supervisors Axe and Forster, and staff) drafted the proposed Winery Ordinance/Tasting Room Criteria which is hereby incorporated into these minutes as though set forth in full. Supervisor Axe advised the Committee thought it would be advantageous to bring this matter before the Board and receive any input or answer questions the Board or the public may have prior to the Land Use Committee hearing the issue and begin to draft an Ordinance for adoption by the Board at a later date.

Supervisor Axe continued by stating the Land Use Committee conducted several meetings relative to issues surrounding the wineries and tasting rooms, and input was received from the public as well as winery owners.

While many aspects were discussed, the primary focus was mitigations concerning lighting, noise and traffic.

The following individuals wished to speak relative to this matter:

Ms. Diane Kindermann, Abott and Kindermann law firm, representing the Churichillo Family.

Mr. Dominic Churichillo, Domenico Winery

Mr. Nickolaus Churichillo, Domenico Winery

Discussion ensued with the following action being taken.

ACTION: Concurrence of the Board to send this matter back to the Land Use Committee for further vetting and return to the Board with a Resolution of Intention at a future meeting.

General Services: Review and possible recommendation relative to the purchasing of county vehicles.

Mr. Jon Hopkins, General Services Director, summarized the staff report relative to this matter which is hereby incorporated into these minutes as though set forth if full.

Discussion ensued with the following action being taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Crew and unanimously carried to delegate authority to the Purchasing Agent in an amount of \$1 million dollars annually for the procurement of budgeted fleet vehicles and; dispense with fleet vehicle bids annual and; authorize the Purchasing Agent to acquire fleet vehicles based upon the best value found and direct staff to review expenditures with the Board during the budget process each year.

ADDENDUM #1-State Route 88/Pine Grove Improvement Project.

Mr. Rich Vela, Public Works Director, addressed the Board and summarized the staff report relative to this matter which is hereby incorporated into these minutes as though set forth in full. In summary, the Amador County Department of Transportation and Public Works has been working on the design of roadway improvements along the SR 88 corridor in Pine Grove. The revised Phase A has been developed that will provide operational improvements and congestion relief corridor-wide on SR 88 from Ridge Road to just past Pine Grove Elementary School in the

Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: December 19, 2023

SUBJECT

SR 88 Pine Grove Corridor Improvements Project

Recommendation:

One of the following:

1. Do nothing at this time and wait to see if additional funds from external sources can be committed to the project, with the deadline to award the current bid being January 21, 2024.

OR

2. A) Award ITB 23-23 SR88 Pine Grove Corridor Improvements project to George Reed in an amount not to exceed \$9,858,426.00 and 2) Authorize the Board Chairman to sign the construction contract based on the standard sample contract (attached) contingent upon County Counsel and the Director of Public Works approval and C) delegate authority to the Public Works Director to accept completion of the work and sign and record a Notice of Completion if no liens or stop notices have been served within the thirty (30) day period and D) Authorize the Board Chair to sign the agreement and release of claims upon completion of the project and authorize the Public Works Director to release retention and final payment to the contractor.

OR

3. Reject all bids and direct staff to scale project back to fit the current available funding.

OR

4. Reject all bids and terminate the project.

4/5 vote required:

No

Distribution Instructions:

Normal

ATTACHMENTS

- [BOS Memo SR 88 Pine Grove Corridor Improvements Project.pdf](#)
- [ITB 23-23_Bid Eval Memo w attachments.pdf](#)
- [ITB 23-23 Sample Contract.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

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

MEMORANDUM

TO: Board of Supervisors
FROM: Richard Vela, Public Works Director 
DATE: December 19, 2023
SUBJECT: SR 88 Pine Grove Corridor Improvements Project
CONTACT: Richard Vela (223-6457)

Overview

The Amador County Department of Transportation and Public Works has been working on the design of roadway improvements along the SR 88 corridor in Pine Grove. The revised Phase A has been developed that will provide operational improvements and congestion relief corridor-wide on SR 88 from Ridge Road to just past Pine Grove Elementary School in the town of Pine Grove in Amador County, California. The primary components of the State Route 88/Pine Grove Improvement Project is as follows:

- Widening SR 88 to provide 8-foot shoulders and 12-foot lanes from Ridge Road to just past Pine Grove Elementary School.
- Relocation of egress from Pine Grove Elementary School onto Pine Grove Volcano Road
- Signalization of the SR 88/Pine Grove Volcano Road intersection.
- Providing a new pedestrian crossing near the Pine Grove Town Hall, just east of Irish Town Road.
- Constructing new sidewalks along SR 88 from Ridge Road to Pine Grove Elementary School.
- Adding on-street parking near Town Hall.
- Improving bus stops along SR88.

Project Bidding

Bids were due on Thursday December 7, 2023 at 1:30 pm for ITB 23-23 SR 88 Pine Grove Corridor Improvements Project. Five (5) bids were received. The results of the bidding are as follows:

George Reed	\$ 9,858,426.00
Teichert Construction	\$ 11,325,000.00
Martin Brothers	\$ 14,451,852.00
Granite Construction	\$ 14,775,266.70
Stimpel-Wiebelhaus	\$ 17,835,848.00
Engineer's Estimate	\$ 7,670,296.00

In addition to the legal ads, two thousand, four hundred, seventy-one (2,471) notifications were emailed via Public Purchase. Sixty-eight (68) vendors accessed the information and five (5) vendors provided bids. The low bid submitted by George Reed is 28.5% above the engineer's estimate. There were 132 individual bid items. While prices of individual bid items will vary both high and low from the estimate, the main items where significant higher bid item costs were experienced included traffic control, street sweeping, clearing & grubbing, roadway excavation, hot mix asphalt (although the low bidder's price was less than that in the engineer's estimate), reinforced concrete pipe and mobilization. See the attached memo from

Mark Hopkins, Senior Project Manager, with additional details of the engineer's estimate and evaluation of the low bidder's costs.

As a note, per Section 3-1.04 of the Special Provisions for the project, If the County awards the contract, the award is made to the lowest responsible and responsive bidder within 45 days after bid opening. With the bid opening being December 7, 2023, the deadline to award the bid is January 21, 2024.

Project Costs and Current Funding

Using the low bid as a basis, the project costs are estimated as follows:

Construction	\$ 9,858,426
Contingencies, 10%	\$ 985,842
Construction Management (not to exceed)	\$ 1,383,735
Staff Time	<u>\$ 50,000</u>
Total	\$ 12,278,003

Current funding for the project is as follows:

Per CO-OP Agreement (See Exhibit A)	\$ 9,566,379
AWA Non-Participating Items w/10% cont.	<u>\$ 141,800</u>
Total	\$ 9,708,179

Given the estimated project costs and the current funding, there is an estimated **\$2,569,824 shortfall**.

Potential Additional Funding Sources

Potential additional funding sources are as follows:

External

- Caltrans. Staff has reached out to Caltrans District 10 Program Project Management Project Manager David Abledu regarding the state funding the estimated shortfall. In addition, ACTC Executive Director John Gedney has reached out to Caltrans District 10 Director Dennis Agar regarding additional funds for the project.
- Amador County Transportation Commission (ACTC). ACTC could elect to allocate additional funds to the project. However, ACTC has recently adopted a policy not to allocate funds for projects on the state highway system.

Internal

- FY 23-24 Local Transportation Fund allocation from ACTC in the amount of \$731,000.
- FY 24-25 Road Maintenance and Rehabilitation Account (RMRA), commonly referred to as SB1, in the estimated amount of \$2,200,000.
- General Fund reserves.

While available, none of the internal funding options are desirable as the funds would be taken away from necessary local road maintenance and rehabilitation as well as depleting funds held in reserve for emergencies or committed to other projects.

Options

The Board has the following options at its disposal:

- Do nothing at this time and wait to see if additional funds from external sources can be committed to the project. However, the deadline to award the current bid is January 21, 2024.
- Use additional internal funding sources and award the contract to the lowest responsible and responsive bidder, George Reed, Inc.
- Reject all bids and direct staff to scale project back to as to fit the current funding. This would result in additional work by the design consultant, Mark Thomas, and review of the revised project by Caltrans. Once the reduced scope project has been approved, rebid the project. This would result in losing most if not all of the 2024 construction season.
- Reject all bids and terminating the project. Regarding the current funding for the project, \$3,613,379 will be lost and \$5,935,000 will be returned to ACTC for re-allocation (see Table 1).

Requested Actions:

One of the following:

1. Do nothing at this time and wait to see if additional funds from external sources can be committed to the project, with the deadline to award the current bid being January 21, 2024.

OR

2. A) Award ITB 23-23 SR 88 Pine Grove Corridor Improvements Project to George Reed, Inc. in an amount not to exceed \$9,858,426.00 and 2) Authorize the Board Chairman to sign the construction contract based on the standard sample contract (attached) contingent upon County Counsel and the Director of Public Works approval and C) Delegate authority to the Public Works Director to accept completion of the work and sign and record a Notice of Completion if no liens or stop notices have been served within the thirty (30) day period and D) Authorize the Board Chairman to sign the agreement and release of claims upon completion of the project and authorize the Public Works Director to release retention and final payment to the contractor.

OR

3. Reject all bids and direct staff to scale project back to fit the current available funding.

OR

4. Reject all bids and terminate the project.

Attachments:

ITB 23-23 Bid Evaluation Memo (with Bid Summary and Bid Evaluation Sheet)

Exhibit A

Table 1

Sample Contract

EXHIBIT A

SR 88 PINE GROVE CORRIDOR IMPROVEMENTS PROJECT
CO-OP AGREEMENT FUNDING TABLE

FUNDING TABLE				
<u>IMPLEMENTING AGENCY</u> →			<u>COUNTY</u>	Totals
Source	Party	Fund Type	CONSTRUCTION	
STATE	CALTRANS	SHOPP Minor	1,250,000	1,250,000
FEDERAL	ACTC	HIP	40,000	40,000
FEDERAL	ACTC	CMAQ – Congestion Mitigation	694,000	694,000
FEDERAL	ACTC	RSTP-STP Local	442,000	442,000
STATE	CALTRANS	RIP - National Hwy System	553,000	553,000
FEDERAL	CALTRANS	RIP - National Hwy System	4,261,000 5,448,379	4,261,000 5,448,379
LOCAL	ACTC	Local - Developer Fees	1,000,000	1,000,000
LOCAL	ACTC	Local Funds- Transportation Funds	139,000	139,000
Totals			8,379,000 9,566,379	8,379,000 9,566,379

ACTC will be using toll credits for the non-federal match for CMAQ and RSTP funds.

The increase in the Federal RIP funds is the \$1,183,379 right of way savings transferred to construction.

Table 1

**SR 88 PINE GROVE IMPROVEMENTS
CONSTRUCTION FUNDING**

Funding Source	Local	State	Federal	Implications if Project Scrapped
1 RIP - Nat Hwy System	\$ 4,814,000			Funds revert back to ACTC for reallocation
2 RSTP- STP Local			\$ 442,000	Funds lost
4 CMAQ			\$ 694,000	Funds lost
5 HIP			\$ 40,000	Funds lost
6 Developer Fees	\$ 1,000,000			Funds revert back to ACTC for reallocation
7 Carryover of Unused ROW Funds			\$ 1,187,379	Funds lost
8 Local Trans Funds	\$ 139,000			Funds revert back to ACTC for reallocation
9 SHOPP (Caltrans D10)		\$ 1,250,000		Funds revert back to Caltrans District 10
TOTAL:	\$ 5,953,000	\$ 1,250,000	\$ 2,363,379	Total funds revert back to ACTC for reallocation
GRAND TOTAL: \$ 9,566,379				



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
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MEMORANDUM

TO: Jon Hopkins, GSA Director

FROM: Mark Hopkins, Senior Project Manager

DATE: December 19, 2023

**SUBJECT: Bid Evaluation
ITB 23-23 State Route 88 / Pine Grove Corridor Improvement Project**

The Department of Transportation and Public Works (Department) has reviewed the bids received for ITB 23-23 and attached are the standard summary and evaluation forms. The Department received five (5) bids ranging from \$9,858,426.00 to \$17,835,848.00. The Engineer's Estimate amounts to \$7,670,296.00. The lowest bid received is over twenty-eight and one half percent (28.53%) higher than the Engineer's Estimate.

The Engineer's Estimate is less than all the received bids. The lowest bid received is from the apparent low bidder George Reed, Inc. Because the Engineer's Estimate is below all bids, the Department analyzed and evaluated all bids received for this project. The Department is having the Design Engineer review its Engineer's Estimate to find any anomalies. Below is a summary of the Department's analyses/observations:

1. The cost estimate had two major unknowns Traffic Control System and Mobilization. The Design Engineer cannot predict how the Contractor will inflate these costs.
2. It is difficult to predict what inflated costs may occur on any project.
3. Four out of the five Bidders had inflated Hot Mix Asphalt as part of the bids.

The evaluation reviewed all bid items. All bid items from bidders were reviewed, all bid items varied.

After the evaluation George Reed, Inc. is the low-bidder for this project. However, all bids are above the Engineer's Estimate and are under review by the Design Engineer to provide possible answers to the inflated costs. The project is being taken to the Board of Supervisors for possible action. Please contact me with any questions or concerns.

Attachments:

Bid Estimate Summary for ITB 23-23 State Route 88 / Pine Grove Corridor Improvement Project
ITB 23-23 Bid Evaluation Sheet

BID ESTIMATE SUMMARY FOR:

ITB 23-23 State Route 88 / Pine Grove Corridor Improvement Project

Federal-Aid Project: 10-0G550/HIPL-5924(066)		County Project Number 3000-5621				Granite		Teichert Construction		George Reed		Stimpel-Wiebolhaus		Martin Brothers	
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	Engineer's Unit Price	Engineer's Estimate	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
95	780256 ADJUST ACCESS BOX (UTILITY)	EA	7	\$ 1,500.00	\$ 10,500.00	\$ 3,000.00	\$ 21,000.00	\$ 1,000.00	\$ 7,000.00	\$ 1,700.00	\$ 11,900.00	\$ 2,500.00	\$ 17,500.00	\$ 1,750.00	\$ 12,271.00
96	780258 ADJUST MANHOLE FRAME AND COVER (UTILITY)	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,700.00	\$ 1,700.00	\$ 3,000.00	\$ 3,000.00	\$ 2,250.00	\$ 2,250.00
97	780259 ADJUST MANHOLE FRAME AND COVER (UTILITY)	EA	20	\$ 1,500.00	\$ 30,000.00	\$ 3,000.00	\$ 60,000.00	\$ 2,000.00	\$ 40,000.00	\$ 1,700.00	\$ 34,000.00	\$ 3,000.00	\$ 60,000.00	\$ 2,505.00	\$ 50,100.00
98	800051 FENCE (TYPE W/M METAL POST)	LF	210	\$ 20.00	\$ 4,200.00	\$ 75.00	\$ 15,750.00	\$ 45.00	\$ 9,450.00	\$ 70.00	\$ 14,700.00	\$ 42.00	\$ 8,820.00	\$ 42.00	\$ 8,820.00
99	800103 TEMPORARY FENCE (TYPE CL-4)	LF	120	\$ 30.00	\$ 3,600.00	\$ 15.00	\$ 1,800.00	\$ 30.00	\$ 3,600.00	\$ 15.00	\$ 1,800.00	\$ 29.00	\$ 3,480.00	\$ 29.00	\$ 3,480.00
100	800300 CHAIN LINK FENCE (TYPE CL-4)	LF	220	\$ 45.00	\$ 9,900.00	\$ 65.00	\$ 14,350.00	\$ 60.00	\$ 13,800.00	\$ 85.00	\$ 18,900.00	\$ 55.00	\$ 12,100.00	\$ 55.00	\$ 12,100.00
101	800360 CHAIN LINK FENCE (TYPE CL-4)	LF	290	\$ 45.00	\$ 13,050.00	\$ 87.00	\$ 25,230.00	\$ 85.00	\$ 24,650.00	\$ 79.00	\$ 22,910.00	\$ 79.00	\$ 22,910.00	\$ 79.00	\$ 22,910.00
102	800360 REMOVE FENCE	LF	480	\$ 10.00	\$ 4,800.00	\$ 10.00	\$ 4,800.00	\$ 10.00	\$ 4,800.00	\$ 10.00	\$ 4,800.00	\$ 20.00	\$ 9,600.00	\$ 7.00	\$ 3,360.00
103	810170 DELINEATOR CLASS 1	EA	3	\$ 45.00	\$ 135.00	\$ 45.00	\$ 135.00	\$ 50.00	\$ 150.00	\$ 45.00	\$ 135.00	\$ 20.00	\$ 90.00	\$ 75.00	\$ 225.00
104	802120 CHAIN LINK GATE (TYPE CL-4)	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,100.00	\$ 3,100.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,006.00	\$ 3,006.00
105	802120 CHAIN LINK GATE (TYPE CL-4)	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 4,150.00	\$ 4,150.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,200.00	\$ 3,200.00	\$ 3,206.00	\$ 3,206.00
106	802180 RELOCATE GATE	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00	\$ 4,400.00	\$ 4,400.00	\$ 3,500.00	\$ 3,500.00	\$ 3,507.00	\$ 3,507.00
107	803190 PAVEMENT MARKER (RETROREFLECTIVE-RECESSED)	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 4,250.00	\$ 8,500.00	\$ 3,000.00	\$ 6,000.00	\$ 4,100.00	\$ 8,200.00	\$ 3,000.00	\$ 6,000.00	\$ 3,500.00	\$ 7,000.00
108	810250 PAVEMENT MARKER (RETROREFLECTIVE-RECESSED)	EA	3	\$ 50.00	\$ 150.00	\$ 250.00	\$ 750.00	\$ 1,500.00	\$ 4,500.00	\$ 270.00	\$ 810.00	\$ 275.00	\$ 825.00	\$ 250.00	\$ 750.00
109	820110 MILEPOST MARKER	EA	1	\$ 100.00	\$ 100.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 300.00	\$ 300.00	\$ 95.00	\$ 95.00
110	820250 REMOVE ROADSIDE SIGN	EA	70	\$ 125.00	\$ 8,750.00	\$ 125.00	\$ 8,750.00	\$ 150.00	\$ 10,500.00	\$ 125.00	\$ 8,750.00	\$ 150.00	\$ 10,500.00	\$ 125.00	\$ 8,750.00
111	820810 RELOCATE ROADSIDE SIGN	EA	3	\$ 300.00	\$ 900.00	\$ 275.00	\$ 825.00	\$ 300.00	\$ 900.00	\$ 270.00	\$ 810.00	\$ 450.00	\$ 1,350.00	\$ 275.00	\$ 825.00
112	820750 FURNISH SINGLE SHEET ALUMINUM SIGN (080P-UNFRAMED)	SOFT	540	\$ 25.00	\$ 13,500.00	\$ 25.00	\$ 13,500.00	\$ 30.00	\$ 16,200.00	\$ 26.00	\$ 14,040.00	\$ 30.00	\$ 16,200.00	\$ 14.00	\$ 7,560.00
113	820760 FURNISH SINGLE SHEET ALUMINUM SIGN (080P-UNFRAMED)	SOFT	130	\$ 25.00	\$ 3,250.00	\$ 25.00	\$ 3,250.00	\$ 30.00	\$ 3,900.00	\$ 25.00	\$ 3,250.00	\$ 30.00	\$ 3,900.00	\$ 14.50	\$ 1,885.00
114	820840 ROADSIDE SIGN - ONE POST	EA	75	\$ 350.00	\$ 26,250.00	\$ 300.00	\$ 22,500.00	\$ 350.00	\$ 26,250.00	\$ 300.00	\$ 22,500.00	\$ 350.00	\$ 26,250.00	\$ 300.00	\$ 26,250.00
115	820850 ROADSIDE SIGN - TWO POST	EA	11	\$ 600.00	\$ 6,600.00	\$ 450.00	\$ 4,950.00	\$ 450.00	\$ 4,950.00	\$ 450.00	\$ 4,950.00	\$ 450.00	\$ 4,950.00	\$ 501.00	\$ 5,511.00
116	820860 INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	19	\$ 150.00	\$ 2,850.00	\$ 125.00	\$ 2,375.00	\$ 150.00	\$ 2,850.00	\$ 125.00	\$ 2,375.00	\$ 150.00	\$ 2,850.00	\$ 300.00	\$ 5,700.00
117	830621 CABLE RAILING	LF	280	\$ 75.00	\$ 21,000.00	\$ 140.00	\$ 39,200.00	\$ 140.00	\$ 39,200.00	\$ 135.00	\$ 37,800.00	\$ 128.00	\$ 35,840.00	\$ 160.00	\$ 44,800.00
118	83021A DECORATIVE RAILING	LF	70	\$ 100.00	\$ 7,000.00	\$ 450.00	\$ 31,500.00	\$ 350.00	\$ 24,500.00	\$ 440.00	\$ 30,800.00	\$ 321.00	\$ 22,470.00	\$ 321.00	\$ 22,470.00
119	830843 CONCRETE BARRIER (TYPE 60M)	LF	215	\$ 160.00	\$ 34,400.00	\$ 182.00	\$ 39,130.00	\$ 175.00	\$ 37,625.00	\$ 160.00	\$ 34,400.00	\$ 350.00	\$ 75,500.00	\$ 182.00	\$ 39,130.00
120	830752 REMOVE GUARDRAIL	LF	130	\$ 25.00	\$ 3,250.00	\$ 3.00	\$ 390.00	\$ 50.00	\$ 6,500.00	\$ 30.00	\$ 3,900.00	\$ 20.00	\$ 2,600.00	\$ 38.00	\$ 4,940.00
121	840656 PAINT TRAFFIC STRIPE (2-COAT)	LF	22,000	\$ 0.50	\$ 11,000.00	\$ 0.45	\$ 9,900.00	\$ 0.50	\$ 11,000.00	\$ 0.50	\$ 11,000.00	\$ 0.45	\$ 9,900.00	\$ 0.45	\$ 9,900.00
122	840666 PAINT PAVEMENT MARKING (2-COAT)	SOFT	2,970	\$ 8.00	\$ 23,760.00	\$ 4.50	\$ 13,365.00	\$ 5.00	\$ 14,850.00	\$ 5.00	\$ 14,850.00	\$ 4.50	\$ 13,365.00	\$ 4.50	\$ 13,365.00
123	840200 REMOVE PAINTED TRAFFIC STRIPE	LF	43,700	\$ 0.50	\$ 21,850.00	\$ 0.80	\$ 34,960.00	\$ 0.60	\$ 26,220.00	\$ 0.55	\$ 24,035.00	\$ 0.50	\$ 21,850.00	\$ 0.50	\$ 21,850.00
124	840205 REMOVE PAINTED PAVEMENT MARKINGS	SOFT	4,330	\$ 2.00	\$ 8,660.00	\$ 2.25	\$ 9,742.50	\$ 2.50	\$ 10,825.00	\$ 2.50	\$ 10,825.00	\$ 2.25	\$ 9,742.50	\$ 2.30	\$ 9,955.00
125	870400 SIGNAL AND LIGHTING SYSTEM	LS	1	\$ 500,000.00	\$ 500,000.00	\$ 566,000.00	\$ 566,000.00	\$ 605,000.00	\$ 605,000.00	\$ 572,000.00	\$ 572,000.00	\$ 590,000.00	\$ 590,000.00	\$ 587,857.00	\$ 587,857.00
126	870600 TRAFFIC MONITORING STATION SYSTEM	LS	1	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 56,000.00	\$ 56,000.00	\$ 60,000.00	\$ 60,000.00	\$ 55,796.00	\$ 55,796.00
127	87070A PEDESTRIAN HYBRID BEACON SIGNAL	LS	1	\$ 230,000.00	\$ 230,000.00	\$ 245,000.00	\$ 245,000.00	\$ 250,000.00	\$ 250,000.00	\$ 246,000.00	\$ 246,000.00	\$ 275,000.00	\$ 275,000.00	\$ 246,283.00	\$ 246,283.00
128	871812 INTERCONNECTOR CONDUIT AND CABLE (LS)	LS	1	\$ 90,000.00	\$ 90,000.00	\$ 79,000.00	\$ 79,000.00	\$ 75,000.00	\$ 75,000.00	\$ 79,000.00	\$ 79,000.00	\$ 85,000.00	\$ 85,000.00	\$ 79,333.00	\$ 79,333.00
129	872156 MODIFYING FLASHING BEACON SYSTEMS	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,700.00	\$ 60,700.00	\$ 60,000.00	\$ 60,000.00	\$ 60,275.00	\$ 60,275.00
130	872146 MODIFYING FLASHING BEACON SYSTEMS	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 25,500.00	\$ 25,500.00	\$ 20,000.00	\$ 20,000.00	\$ 25,800.00	\$ 25,800.00	\$ 22,000.00	\$ 22,000.00	\$ 22,464.00	\$ 22,464.00
131	990533A SEPTIC TANK	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 130,000.00	\$ 130,000.00	\$ 150,000.00	\$ 150,000.00	\$ 125,000.00	\$ 125,000.00	\$ 90,000.00	\$ 90,000.00	\$ 150,300.00	\$ 150,300.00
132	990600 MOBILIZATION	LS	1	\$ 700,000.00	\$ 700,000.00	\$ 1,350,000.00	\$ 1,350,000.00	\$ 1,100,000.00	\$ 1,100,000.00	\$ 630,000.00	\$ 630,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,053,088.00	\$ 1,053,088.00
	SUBTOTAL =				\$ 7,676,296.00										
	SUPPLEMENTAL WORK ITEMS														
133	060595 WATER POLLUTION CONTROL MAINTENANCE SHARINGS	LS	1	\$ 2,500.00	\$ 2,500.00										
134	060598 ADDITIONAL WATER POLLUTION CONTROL	LS	1	\$ 3,200.00	\$ 3,200.00										
135	060615 FEDERAL TRAINING PROGRAM	LS	1	\$ 4,800.00	\$ 4,800.00										
136	060603 PUBLIC INFORMATION	LS	1	\$ 24,000.00	\$ 24,000.00										
137	060670 MAINTAIN TRAFFIC	LS	1	\$ 10,000.00	\$ 10,000.00										

BID ESTIMATE SUMMARY FOR:
ITB 23-23 State Route 88 / Pine Grove Corridor Improvement Project

Federal-Aid Project: 10-0G550/HIPL-5925(066)		County Project Number 3000-5621		Granite		Teichert Construction		George Reed		Stimpel-Wiebelhaus		Martin Brothers	
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	Engineer's Unit Price	Engineer's Estimate	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
	SUPPLEMENTAL WORK TOTAL =				\$ 44,550.00								
	STATE FURNISHED MATERIALS												
138	069902 COBEEF CONTRACT	LS	1	\$100,000.00	\$100,000								
139	066189A CULTURAL MONITORING	LS	1	\$20,000.00	\$20,000								
140	066842A MODEL 2070 CONTROLLER ASSEMBLY	LS	1	\$21,000.00	\$21,000								
141	066845A MODEL 2070 CONTROLLER UNIT	LS	1	\$10,000.00	\$10,000								
142	066559A BATTERY BACKUP SYSTEM COMPONENT	LS	1	\$7,500.00	\$7,500								
143	066871 ELECTRICAL SERVICE CONNECTIONS	LS	1	\$3,000.00	\$3,000								
144	066916 ANNUAL CONSTRUCTION GENERAL PERMIT FEE	LS	1	\$864.00	\$864								
	STATE FURNISHED MATERIALS TOTAL =				\$ 162,334.00		14,775,265.70		11,325,000.00		17,835,648.00		14,451,852.00
						Proposal	\$ 14,775,265.70	Proposal	\$ 9,856,426.00	Proposal	\$ 17,835,648.00	Proposal	\$ 14,451,852.00
	CONTINGENCY (5%) =		\$ 394,000.00										
	CONSTRUCTION TOTAL =		\$ 8,271,230.00										
							92.65%		47.65%		132.53%		88.41%

BID EVALUATION - Exhibit A

December 7 - December 13

Bid Division: **Transportation and Public Works**
 Project Name: **State Route 88 / Pine Grove Corridor Improvement Project**
 Location: **SR 88 Pine Grove**
 Bid No.: **ITB 23-23**

Note: Unless otherwise noted below, all bid packages were sealed and delivered to GSA in Martell at or before 1:30 PM on December 7, 2023.
These bids will receive GSA Director review and consideration on: December 19, 2023 (Target date).

Second low bidder: **Teichert Construction**

Bidder name	Granite	Teichert Construction	George Reed	Stimpel-Wiebelhaus	Martin Brothers			
Bid Price (As submitted)	\$14,775,266.70	\$11,325,000.00	\$9,858,426.00	\$17,835,848.00	\$14,451,852.00			
Bid Price (As confirmed by staff)	\$14,775,266.70	\$11,325,000.00	\$9,858,426.00	\$17,835,848.00	\$14,451,852.00			
Bid Form Complete / Consistent	X	X	X	X	X			
Bidder's Bond	X	X	X	X	X			
Signature Acknowledgement	X	X	X	X	X			
Insurance/ Surety	X	X	X	X	X			
Equal Employment (bidder due w bid subs due 4 days)	X	X	X	X	X			
Public Contract Code	X	X	X	X	X			
Sub-Contractor Listing	X	X	X	X	X			
Contractors License	X	X	X	X	X			
DUNS # provided	X	X	X	X	X			
Prime Registered w DIR	X	X	X	X	X			
Contact Info / Bid Signed	X	X	X	X	X			
Subs Registered w/ DIR	X	X	X	X	X			

Prepared by: Mark Hopkins

information reviewed by GSA Director, Transportation and Public Works Director & County Counsel

Notes:

#1 No DUNS Number provided. I looked it up, they do not have one. DUNS Number not required.

#2 Completed for prime only.

#3 Form incomplete. Section 10285.1 statement has not been checked.

x Submitted and Acceptable

SAMPLE CONSTRUCTION CONTRACT

Bid No. 23-23

THIS CONSTRUCTION CONTRACT (this "Contract") is made this 19th day of December, 2023, by and between George Reed, Inc. ("Contractor"), whose place of business is at 140 Empire Avenue, Modesto, CA 95354, and the County of Amador, a political subdivision of the State of California ("County").

WHEREAS, County awarded to Contractor the following contract:

Bid No.: 23-23

Job Title: State Route 88 / Pine Grove Corridor Improvement Project

NOW THEREFOR, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article 1. The Work

Contractor shall provide, furnish and perform all necessary permitting and support services, construction, clean-up, and all other building services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by the County, if any) and all necessary supervision, labor, and services required for the complete construction and all necessary installation, start-up and testing required for the State Route 88 / Pine Grove Corridor Improvement Project, as more particularly described in the Contract Documents (hereinafter, the all-inclusive obligations of Contractor set forth in this sentence shall be referred to as the "Work").

Article II. Contract Time

- 2.1 Contractor shall begin the Work within fifteen (15) calendar days after receipt of a Notice to Proceed from County's Project Manager, and shall diligently prosecute the Work to completion in strict accordance with the Contract Documents.
- 2.2 Contractor shall carry out the Work at all times with the greatest possible dispatch and complete the entire Work under this Contract within the working days set forth in the Contract Specifications (the "Completion Date").
- 2.3 The County and Contractor recognize that time is of the essence of this Contract and that County will suffer financial loss in the form of lost revenues, contract administration expenses, and other expenses if the Work is not completed within the time specified in paragraph 2.2 above, plus any extensions allowed in accordance with the Contract Documents. Contractor and the County agree that because of the nature of the Work, it would be impractical or extremely difficult to fix the amount of actual damages incurred by the County because of a delay in completion of the Work.

Accordingly, the County and Contractor agree that Contractor shall pay the County liquidated damages in accordance with the Contract Specifications.

- 2.3 Liquidated damages for delay shall only cover and be in lieu of the actual damages suffered by the County as a result of delay referenced above. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective work, cost of temporary replacement facilities, damages suffered by others who then seek to recover their damages from the County (for example, delay claims of other contractors or subcontractors), and defense costs thereof.

Article III. Contract Price

- 3.1 The County shall pay Contractor for performance of the Work a fixed price in the amount of \$9,858,426.00 subject to additions and deductions by Change Order as provided in the Contract Documents. Such fixed price sum is referred to as "Guaranteed Maximum Price" or "G.M.P." and shall constitute the Contract Price.
- 3.2 The Contract Price is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Contract; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

Article IV. Project Manager and Construction Manager

- 4.1 The Project Manager/Engineer shall be the County's Director of Transportation and Public Works or his or her designee. The Project Manager/Engineer shall have the authority to stop work immediately on the job if hazardous or detrimental conditions are suspected, and shall represent the County in all matters pertaining to this Contract except where approval by the Board of Supervisors is specifically required.
- 4.2 The County may assign part of the Project Manager/Engineer's rights, responsibilities and duties to a Construction Manager. Project Manager/Engineer shall inform Contractor of such assignment and the extent of Construction Manager's authority.

Article V. Contractor's Representations and Warranties

In order to induce the County to enter into this Contract, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the site and has examined thoroughly and understood the nature and extent of the Work, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has considered the physical conditions at or contiguous to the site or otherwise that may affect the cost, progress, performance or furnishing of the Work, as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the Contract Specifications.

Article VI. Contract Documents

- 6.1 Contract Documents. The Contract Documents comprise the entire agreement between the County and Contractor concerning the Work, and consist of the following, each of which is on file in the office of the Amador County Department of Transportation and Public Works. All Contract Documents relating to this project are hereby made a part of and incorporated herein by reference into this Contract. The Contract Documents include:
- a) Invitation to Bid No. 23-23 and Bid from successful bidder;
 - b) Construction Contract;
 - c) Contract Specifications;
 - d) Project Plans;
 - e) Escrow Agreement, if any;
 - f) Standard Specifications and Standard Plans of the California Department of Transportation dated 2022 and as subsequently revised;
 - g) Agreement and Release of Any and All Claims;
 - h) Contractor, Subcontractor and Subconsultant List;
 - i) Notice to Proceed;
 - j) Construction Performance Bond; and,
 - k) Construction Labor and Material Payment Bond.
- 6.2 There are no Contract Documents other than those listed above in this Article VI. The Contract Documents may only be amended, modified or supplemented as provided in the Contract Specifications. In the event of a conflict between the Contract Specifications and the Caltrans standard specifications, the Contract Specifications shall prevail.

Article VII. Miscellaneous

- 7.1 Terms used in this Contract are defined in the Contract Specifications, and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance is any party signing this Contract for or on behalf of the County or acting as an employee or representative of the County liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 The successful bidder shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or ancestry, physical handicap, mental condition, marital status or sex. The Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's committee on Equal Opportunity created thereby. The Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
- 7.4 Title to Materials. All material resulting from removal work, except as specified otherwise, shall become the property of the Contractor and shall be disposed of in accordance with Federal, State and local regulations and the Contract Documents.
- 7.5 Assignment. This Contract shall not be assigned nor shall any work to be performed herein by Contractor or Subcontractor or money due or to become due be assigned without express written consent by the Board of Supervisors of Amador County.
- 7.6 Contractor shall indemnify, defend (upon the request of the County) and hold harmless County and County's agents, board members, elected and appointed officials and officers,

employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with the performance of this Contract by Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury, or death to any person or persons, damage to any property, regardless of where located, including the property of the County, and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Contract on behalf of Contractor by any person or entity.

- 7.7 In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act, (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties.
- 7.8 The Work is a "public work" as defined in the California Labor Code, for which payment of prevailing wages is required. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available on file at the County office, and shall be made available to any interested party on request.
- 7.9 Pursuant to Government Code section 8546.7, the performance of any work under this Contract is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Contract. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Contract for three-years after final payment hereunder.
- 7.10 This Contract shall be deemed to have been entered into in the County of Amador, and governed in all respects by California law.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals and have executed this contract in quadruplicate the day and year first above written.

COUNTY OF AMADOR:

CONTRACTOR:

By:

Chairman, Board of Supervisors

By: _____

Title: _____

Federal I.D. number _____

APPROVED AS TO FORM:
GREGORY GILLOT
County Counsel of Amador County

ATTEST:
JENNIFER BURNS
Clerk of the Board of Supervisors

By:

By: _____

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 19, 2023

SUBJECT

Review and possible approval of the December 5, 2023 Board of Supervisors Meeting Minutes.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

- [December 5, 2023 DRAFT Minutes.docx](#)

Amador County Board of Supervisors

ACTION MINUTES

REGULAR MEETING

DATE: Tuesday, December 5, 2023
TIME: 9:00 a.m.
LOCATION: County Administration Center, 810 Court Street, Jackson, California

The Board of Supervisors of the County of Amador met at the County Administration Center, 810 Court Street, Jackson, California, on the above date pursuant to adjournment, and the following proceedings were had, to wit:

Present on Roll Call:

Jeff Brown, District III – Chairman
Brian Oneto, District V – Vice-Chairman
Frank U. Axe, District IV
Patrick Crew, District I
Richard M. Forster, District II

Staff: Charles T. Iley, County Administrative Officer
Gregory Gillott, County Counsel
Heather Peek, Deputy Clerk of the Board

Absent: None

NOTE: These minutes remain in *Draft* form until approved by Minute Order at the next regular meeting of the Board of Supervisors. Any packets prepared by County Staff are hereby incorporated into these minutes by reference as though set forth in full. Any staff report, recommended findings, mitigation measures, conditions, or recommendations which are referred to by Board members in their decisions which are contained in the staff reports are part of these minutes by reference only. Any written material, petitions, packets, or comments received at the hearing also become a part of these minutes by reference.

CLOSED SESSION 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). **At 8:30 a.m., the Board convened into closed session.**

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

County Negotiators: Glenn Spitzer, Deputy County Counsel, Greg Ramirez, IEDA, Lisa Gaebe, Human Resources Director Employee Organization: SEIU Local 2015
Suggested Action: Discussion and possible action.

ACTION: Nothing to report.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION [GOVERNMENT CODE 54957]

Discussion and possible action pursuant to Government Code Section 54957: Title-County Counsel.

Suggested Action: Pleasure of the Board.

ACTION: Nothing to report.

PUBLIC EMPLOYEE APPOINTMENT [GOVERNMENT CODE 54957]

Discussion and possible action pursuant to Government Code Section 54957: Title-County Counsel.

Suggested Action: Approval of appointment for a four (4) year term.

ACTION: Report given.

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

Claim of Gerard Urka, Claim No. 23-22.

Suggested Action: Discussion and possible action.

ACTION: Direction given to staff.

Claim of Lana Icardi, Claim No. 23-23.

Suggested Action: Discussion and possible action.

ACTION: Direction given to staff.

Confidential Minutes: Review and possible approval of the November 21, 2023 Confidential Minutes.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Axe and unanimously carried to approve the November 21, 2023 Confidential Minutes with minor edits.

PLEDGE OF ALLEGIANCE: Chairman Brown led the Board and the public in the *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**.

Moment of Silence: Supervisor Forster asked for those present to take a moment of silence in remembrance of Alan Pantle and Gigi Finch, both longtime residents of Ione that passed away recently.

The following individuals also wished to speak:

- Mark Petricevich, District Attorney's Office
- Jaime Cone, District Attorney's Office
- Rebekah Chering, District Attorney's Office
- Victoria Fernandez, District Attorney's Office
- Jay Finneycy, District Attorney's Office
- Amy Drake, District Attorney's Office
- Chris Stone, District Attorney's Office
- Todd Riebe, District Attorney
- Bill May, District II resident

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.)

Chairman Brown advised the following items have been added to the Closed Session and Regular Agenda for today's date:

ADDENDUM #1 as 4.c.

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

One Case

Suggested Action: Discussion and possible action.

ADDENDUM #2 as 6.c.1.

Discussion of the appointment of a new Film Commissioner. With the passing of Tom Blackman, the Board does not have a designated Film Commissioner. Rich Hoffman would like to be considered for the unpaid position. The Board should also consider a small budget for expenses.

Suggested Action: Pleasure of the Board.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Crew, seconded by Supervisor Oneto and

carried unanimously to approve the agenda as amended.

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).

At this time, Chairman Brown allowed time for public comment on the consent agenda. There were no public comments.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Axe, seconded by Supervisor Forster and carried unanimously to approve the consent agenda as presented.

REGULAR AGENDA

Interfaith Food Bank: Update by Ms. Beth Stanton, Interfaith Food Bank, Executive Director, relative to current Food Bank statistics.

Ms. Beth Stanton, Interfaith Food Bank, Executive Director, addressed the board and provided a brief update on the food bank statistics.

ACTION: Update given.

Administrative Agency: Request from the Amador County Historical Society (ACHS) to sublet the Museum's Cottage Building to the Good News Club one time per week for a two-hour after-school program. This would require a modification to the management agreement between the County and ACHS, as the current agreement does not allow for subletting.

Mr. Wayne Garibaldi, Amador County Historical Society Treasurer, addressed the board and provided background on the Good News Club's request for an after-school-program and stated that the Historical Society is trying to make the museum available for renting to the community and the public by way of agreements to include proper procedures.

Discussion ensued and the following action was taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Crew, seconded by Supervisor Forster and carried unanimously to approve the new amended agreement to allow subletting of the Historical Society to private and public groups under the definitions that are in the new amended agreement.

General Services Administration: Draft Amador County Broadband Planning and Feasibility Study Presentation by Tilson Technology

ACTION: Presentation only.

Administrative Agency: Discussion of the appointment of a new Film Commissioner. With the passing of Tom Blackman, the Board does not have a designated Film Commissioner. Rich Hoffman would like to be considered for the unpaid position. The Board should also consider a small budget for expenses.

Mr. Rich Hoffman, addressed the board and shared his interest in serving as the Film Commissioner for Amador County.

Discussion ensued and the following action was taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Axe, seconded by Supervisor Crew and carried unanimously to appoint Rich Hoffman as our film commissioner with a budget of \$3,000 out of contingency funds.

Behavioral Health: Request for Resolution delaying implementation of SB43 until January 1, 2026.

Ms. Melissa Cranfill, Behavioral Health Director, addressed the Board and summarized the staff report relative to this matter as set forth in full. In summary, Ms. Cranfill stated funding isn't available to implement the changes brought by SB43. Ms. Cranfill also requested to defer to January 1, 2026 to allow for time to figure out infrastructure and spatial planning.

Discussion ensued and the following action was taken.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Axe, seconded by Supervisor Oneto and carried unanimously to approve the resolution deferring implementation and the changes made to welfare and institutions code section 5008, brought by SB43.

Minutes: Review and possible approval of the November 21, 2023 Board of Supervisors Meeting Minutes.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Axe and carried unanimously to approve the November 21, 2023 Board of Supervisors Meeting Minutes with minor edits.

ADJOURNMENT: Until Tuesday, December 19, 2023 at 8:30 a.m.

Jeffrey Brown, Chairman, Board of Supervisors

ATTEST:

HEATHER PEEK, Deputy Clerk of the
Board of Supervisors, Amador County,
California

December 5, 2023 CONSENT MINUTES

7.a. Probation: Ink Doctors, A Medical Corporation contract approval for tattoo removal services. This contract allows for continued tattoo removal services through 2025 using AB 1869 and/or AB 109 funds. There is no impact to the General Fund.

ACTION: Approved

7.b. Assessor Roll Corrections - approval of roll correction values being decreased over \$150,000. Reassessed in error. Property qualified for spousal exclusion.

ACTION: Approved

7.c. Building Department: Agreement to Limit Use of Agricultural Structure for AG234571-Blair

ACTION: Approved-Resolution No. 23-161

7.d. Resolution Honoring Bryan A. Middleton, Undersheriff Upon His Retirement After 24 Years of Service with Amador County.

ACTION: Approved-Resolution No. 23-162

7.e. Surveying Department-Parcel Map No. 2912 for Yvonne E. Gish, Trustee of the Credit Shelter Trust established under the Gish Trust dated December 8, 1999 2007-0003947. The subject agenda item is a request for approval of Parcel Map. No. 2912. The property is along Tyler and Lawrence Roads. Assessor's Parcel No. 014-180-001. County Departments and Amador Water Agency have reviewed the concept. There are no known outstanding conditions.

ACTION: Approved-Resolution No. 23-163

7.f. Solid Waste Hearing Panel: Appointment of the following candidates to the subject Panel for 2023-2027.

Hermenia Perry, APCO

Dennis Lampson, REHS Alpine Environmental Health

Patrick Crew, Amador County Board of Supervisors, District I

ACTION: Approved

7.g. Camanche Regional Park Advisory Board: Accept the resignation of James Wishart and approve the appointment of Rick De Lany to the subject Board for a two year term effective December 5, 2023 and expiring December 4, 2026.

ACTION: Approved

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

ACTION: Approved

7.i. Adopt the Resolution approving the Memorandum of Understanding (MOU) between the County of Amador and the Amador County Deputy District Attorneys Association (ACDDAA) for the term of October 1, 2023 through September 30, 2026.

ACTION: Approved-Resolution No. 23-170

7.j. Behavioral Health Agreement with BHC Heritage Oaks Hospital FY 23-26

ACTION: Approved

7.k. Budget Appropriation 6/30/23

ACTION: Approved

7.l. Approval of agreement with Motorola for service of the radio system used by the Sheriff's Office

ACTION: Approved

7.m. Resolution Honoring Mark Ham Upon His Retirement After 29 Years of Service with Amador County.

ACTION: Approved-Resolution No. 23-171

7.n. Adopt the Resolution approving the New Hire Incentive Program Side Letter of Agreement between County of Amador and the Amador County Probation Officers Association for the term of December 5, 2023 through December 31, 2024.

ACTION: Approved-Resolution No. 23-172

7.o. Adopt the Resolution recognizing employees who have reached forty (40) years, thirty (30) years, twenty-five (25) years, and twenty (20) years of service with the County of Amador in 2023.

ACTION: Approved-Resolution No. 23-173

7.p. New Library Supervisor job classification and request to reclassify an employee from a Library Technician to a Library Supervisor.

ACTION: Approved

7.q. Amended Consolidated Wage Plan

ACTION: Approved

7.r. Revised job description for Behavioral Health Care Clinician III.

ACTION: Approved

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 19, 2023

SUBJECT

Community Facilities District 2006-1 (Annexation #15): Discussion and possible action relative to a public hearing to consider:

1. Adoption of a Resolution determining to submit question of annexation territory to Community Facilities District 2006-1 (Fire Protection Services), County of Amador, State of California to the landowners in the territory proposed for Amador, State of California, to the landowners in the territory proposed for annexation (Annexation #15); and
2. Adoption of a Resolution declaring the results of the special election to annex certain territory to Community Facilities District 2006-1 (Fire Protection Services), Count of Amador, State of California (Annexation #15).

Recommendation:

Pleasure of the Board.

4/5 vote required:

No

Distribution Instructions:

AFPD. File

ATTACHMENTS

- [Staff Report @ public hearing \(1\).doc](#)
- [Staff Report @ public hearing \(2\).doc](#)
- [Resolution Determining to Submit Question to Election Annex No 15_LG Comments_final.doc](#)
- [Resolution Declaring Election Results Annex No. 15.doc](#)

Staff Report

To: Board of Supervisors

Date: December 19, 2023

Subject: Annexation No.15 CFD 2006-1 (Fire Services)

In January 2006 the Board of Supervisors adopted resolutions forming Amador County Community Facilities District 2006-1 (Fire Services) and adopted Ordinance 1640 which imposes participation in CFD 2006-1 as a mitigation requirement on all future subdivisions of land and certain use permits.

Property owners in the CFD are responsible for the annual payment of a special tax which can only be used for fire services. The current fiscal year 23/24 special tax rate of the county's CFD is \$721.56 per year for a residential single family dwelling.

On November 7th the Board adopted a Resolution of Intention for the annexation of the properties in the map for Annexation No. 15 and set Tuesday, December 19th, 2023 as the date to hear the matter.

The annexation of the properties into CFD 2006-1 requires approval, by a two-thirds margin, of qualified voters in the proposed CFD. However, as there are fewer than twelve registered voters within the properties proposed for this annexation, the annexation shall be approved by a vote of the current landowners. Each owner(s) has a weighted vote based on the acreage of their property.

Each of the landowners has signed a Waiver and Consent relative to the election process and authorized a representative to cast the votes and execute the ballot assigned to the property.

Recommendation:

Approve resolutions relative to Annexation No. 15 for CFD 2006-1

Staff Report

To: Board of Supervisors
Date: December 19, 2023

Subject: Annexation No. 15 CFD 2006-1 (Fire Services)

In January 2006 the Board of Supervisors adopted resolutions forming Amador County Community Facilities District 2006-1 (Fire Services) and adopted Ordinance 1640 which imposes participation in CFD 2006-1 as a mitigation requirement on all future subdivisions of land and certain use permits.

Property owners in the CFD are responsible for the annual payment of a special tax which can only be used for fire services. The current fiscal year 23/24 special tax rates of the county’s CFD are as follows:

Land Use Category	FY 2023/2024 Maximum Special Tax
Residential Property	\$721.56
Multi-Family Property	\$505.07
Non-Residential Property (per EDU - Up to 4 EDUs)	\$721.56
Non-Residential Property (per EDU - Excess of 4 EDUs)	\$359.53
Seasonal Residential Property	\$300.63
Seasonal Multi-Family Property	\$210.47
Seasonal Non-Residential Property <=4 EDUs	\$300.63
Seasonal Non-Residential Property >4 EDUs	\$149.81

*An EDU is equal to 2,500 square feet of building.

On November 7th the Board adopted a Resolution of Intention for the annexation of the properties in the map for Annexation No. 15 and set Tuesday, December 19th, 2023 as the date to hear the matter.

The annexation of the properties into CFD 2006-1 requires approval, by a two-thirds margin, of qualified voters in the proposed CFD. However, as there are fewer than twelve registered voters within the properties proposed for this annexation, the annexation shall be approved by a vote of the current landowners. Each owner(s) has a weighted vote based on the acreage of their property.

Each of the landowners has signed a Waiver and Consent relative to the election process and authorized a representative to cast the votes and execute the ballot assigned to the property.

Recommendation:

Approve resolutions relative to Annexation No. 15 for CFD 2006-1

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

IN THE MATTER OF:

RESOLUTION DETERMINING TO SUBMIT
QUESTION OF ANNEXING TERRITORY
TO COMMUNITY FACILITIES DISTRICT
NO. 2006-1 (FIRE PROTECTION SERVICES),
COUNTY OF AMADOR, STATE OF
CALIFORNIA, TO THE LANDOWNERS IN THE
TERRITORY PROPOSED FOR ANNEXATION
(ANNEXATION 15)

RESOLUTION NO. _____

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

WHEREAS, the Board, by Resolution No. 23-157 (the “Resolution of Intention to Annex Territory”) adopted by the Board on has determined that the public convenience and necessity require the annexation of the territory (the “Annexation Area”) described on the map entitled “Annexation Map No. 15 of Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California” (the “Annexation Map”) attached to the Resolution of Intention to Annex Territory, which Annexation Map was recorded on November 7th, 2023 in Book 1 of Maps of Assessment and Community Facilities Districts of the County of Amador at Page 391, further designated as instrument number 2023-0006753, and has further determined that such annexation is advantageous to the Community Facilities District and the owners of the property within the Community Facilities District; and

WHEREAS, the Resolution of Intention to Annex Territory set the 19th day of December, 2023, at the hour of 10:30 o’clock a.m., or as soon thereafter as the Board could consider the matter, in the Board of Supervisors’ Chambers in the Amador County Administration Center at 810 Court Street, Jackson, California as the time and place for a public hearing to be held by the Board to consider the proposed annexation of the Annexation Area to the Community Facilities District and all other matters set forth in the Resolution of Intention to Annex Territory, and notice of the public hearing was duly given as provided in the Resolution of Intention to Annex Territory; and

WHEREAS, on December 19th, 2023, the Board opened the public hearing at the time and place scheduled and at the public hearing all persons interested, including all taxpayers, property owners and registered voters within the Community Facilities District and within the Annexation Area, were given an opportunity to appear and to be heard, and the testimony of all interested persons or taxpayers for or against the proposed annexation or any other matters set forth in the Resolution of Intention to Annex Territory was heard and considered, and the Board then closed the public hearing; and

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

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

WHEREAS, the Board is fully advised in this matter;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

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

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

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

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

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

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

SECTION 8. Call of Election. Pursuant to Sections 53326 and 53339.7 of the Government Code, the Board hereby calls an election, to be held and conducted forthwith upon adoption of this Resolution, and sets December 19, 2023 as the election date. Pursuant to Sections 53326 and 53339.7 of the Government Code, the election shall be conducted by mailed ballot; provided that personal service of the respective ballots to authorized representatives of each Landowner is permitted under the terms of the Waiver, Consent and Appointment forms on file with the Clerk and shall therefore be permitted. The Clerk is directed to either mail or make personal service of the ballots, in the form of the attached Exhibit A, to each Landowner or, if one has been appointed pursuant to a Waiver, Consent and Appointment, to the Landowner’s authorized representative.

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

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

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

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

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

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

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

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

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

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

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held of on the 19th day of December 2023 by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

Deputy

EXHIBIT A

**COMMUNITY FACILITIES DISTRICT NO. 2006-1
(FIRE PROTECTION SERVICES)
(ANNEXATION NO. 15)**

**SPECIAL ELECTION BALLOT
FOR THE SPECIAL MAILED- BALLOT ELECTION OF DECEMBER 19TH, 2023**

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

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

In order to be counted, this ballot must be certified below and be returned, either by mail or in person, before 12:00 noon on Tuesday, December 19th, to:

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

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

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

BALLOT MEASURE

Shall the parcels of real property shown on "Annexation Map No. 15" of Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California" recorded in the Office of the Amador County Recorder on November 7, 2023 as instrument number 2023-0006753, be annexed to Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California and become subject to its annual special tax as provided in the revised rate and method of apportionment described in Resolution No. 18-119 adopted on October 23, 2018 ("Resolution of Intent to Annex Territory") related to Community Facilities District No. 2006-1?

YES:

NO:

Certification

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on December 19, 2023.

By _____

EXHIBIT B

SAMPLE

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

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

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

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

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

I [We], _____

(print name[s])

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

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

OR

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

)...

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

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

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

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

The Undersigned represents and promises that the Undersigned or the Owners will disclose the existence and effect of this Waiver, Consent and Appointment to all prospective purchasers of the Property, or any portion thereof, prior to entering into any agreement or contract to transfer the Property, or any portion thereof (or, if that has already occurred, prior to close of escrow); but the Undersigned acknowledges, on behalf of the Owners, that the

effectiveness of this Waiver, Consent and Appointment, and its irrevocability, does not depend upon the Undersigned or the Owners doing so.

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

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

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

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

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

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

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

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

The Undersigned, on behalf of the Owners, hereby consents to the levy and collection of the special tax on the Property and hereby waives any and all rights to challenge the inclusion of

the Property in the Community Facilities District and any and all other proceedings related thereto.

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

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

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

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

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

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

IN THE MATTER OF:

RESOLUTION DECLARING THE RESULTS
OF THE SPECIAL ELECTION TO ANNEX
CERTAIN TERRITORY TO COMMUNITY
FACILITIES DISTRICT NO. 2006-1 (FIRE
PROTECTION SERVICES), COUNTY OF
AMADOR, STATE OF CALIFORNIA
(ANNEXATION 15)

RESOLUTION NO. _____

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

WHEREAS, the Board, by Resolution No. 23-157 (the “Resolution of Intention to Annex Territory”) adopted on November 7th, 2023, determined that the public convenience and necessity required the annexation of the territory (the “Annexation Area”) described on the map entitled “Annexation Map No. 15 of Community Facilities District No. 2006-1 (Fire Protection Services), County of Amador, State of California” (the “Annexation Map”) attached to the Resolution of Intention to Annex Territory, which Annexation Map was recorded on November 7th, 2023 of Maps of Assessment and Community Facilities Districts of the County of Amador at Page 391 and further referenced as instrument number 2023-0006753 and the Board further determined that such annexation would be advantageous to the Community Facilities District and the owners of the property in the Community Facilities District; and

WHEREAS, the Resolution of Intention to Annex Territory fixed Tuesday, the 19th day of December 2023 at the hour of 10:30 o’clock A.M., or as soon thereafter as the Board could consider the matter, in the Board of Supervisors’ Chambers in the Amador County Administration Center at 810 Court Street, Jackson, California as the time and place for a public hearing to be held by the Board to consider the proposed annexation of the Annexation Area to the Community Facilities District and all other matters set forth in the Resolution of Intention to Annex Territory, and notice of the public hearing was duly given as provided in the Resolution of Intention to Annex Territory; and

WHEREAS, on December 19th, 2023, the Board opened the public hearing at the time and place scheduled and at the public hearing all persons interested, including all taxpayers,

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

WHEREAS, on December 19, 2023, the Board adopted its “Resolution Determining to Submit the Question of Annexing Territory to Community Facilities District No. 2006-1 (Fire Protection Service), County of Amador, State of California to the Landowners in the Territory Proposed for Annexation (Annexation No. 15)” (the “Resolution Calling Election”), calling for a special election of the qualified electors within the Additional Territory; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Act, the special election was held on December 19th, 2023; and

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

WHEREAS, the Board is fully advised in this matter;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

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

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

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

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

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 19th day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

Deputy

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: December 19, 2023

SUBJECT

General Services Administration - Capital Facility Annual Disclosure Review with Annual CCI Adjustment

Recommendation:

Based upon Board feedback; (1) Approve the resolution to accept the 2022/23 Annual Disclosure and Review increasing the CFF by the 2.5% CCI effective January 1, 2024.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins - GSA, Tacy Oneto-Rouen - Auditor

ATTACHMENTS

- [2022-2023 CFF BOS Annual Disclosure Review Memo 12.12.23 \(1\).pdf](#)
- [Annual CFF Report FY22-23.pdf](#)
- [Attachment A Table 1 2 3 FY 22-23.pdf](#)
- [Attachment B.pdf](#)
- [CFF BOS Resol 21-XX_12.19.23.pdf](#)
- [Notice of Public Hearing.pdf](#)
- [Proof of Publication.pdf](#)

GENERAL SERVICES ADMINISTRATION

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

LOCATION: 12200-B Airport Road, Martell, CA

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



SUMMARY MEMORANDUM

TO: Board of Supervisors

FROM: Karen Warburton, Budget Analyst *KW*

DATE: December 19, 2023

SUBJECT: Capital Facility Annual Disclosure Review with Annual CCI Adjustment

Background: Government Code Section 66006(b) requires an annual review and disclosure of the Capital Facilities Fees (CFF). The required review is being completed in conjunction with the annual automatic Construction Cost Index (CCI) adjustment that raises the fees by the change in the 20-City CCI. This change is reported in the Engineering News Record for the twelve-month period ending October of the prior year; which is stated in the Nexus Study dated March 31, 2005. The Nexus Study for the Sheriff Jail Facility was updated October 25, 2011 and again on January 4, 2018 as growth projections contemplated in 04/05 did not materialize.

During the 2011 Nexus Study, the future need of the County's jail facility was considered and it was determined that a higher number of beds were needed to accommodate anticipated growth. This would extend the projection date to 2040, and increase the square footage recommendation of the jail facility. However, the 2015 Jail Needs Assessment found that anticipated growth needs had changed significantly. This required an updated Nexus Study to ensure that imposed jail fees reflected current growth projections. The Nexus Study update was completed on January 4, 2018 and considered the impact of the conditional award under SB863, changes in population projections and the decision to expand the current facility.

A public hearing notice was published on November 24, 2023 and December 1, 2023 allowing at least 10 days of review by the public as required.

Subject or Key Issue(s): (1) CFF Annual Disclosure Review; (2) Annual CCI adjustment.

Analysis: Each year the Board of Supervisors is presented with the annual disclosure of the CFF and a recommendation to adjust the fee based on the 20-City CCI. The purpose of the fee is to fund the expansion of current facilities or the construction of new facilities to meet current and future growth needs.

Although the Board certified CEQA for the Jail project on July 20, 2015, the legal challenge delayed construction considerably. A revised Nexus study will need to be conducted in the coming calendar year to reassess the growth-justified fund amounts for current projects.

Alternatives: The Board of Supervisors has the option to reduce, defer or suspend CFF as deemed appropriate.

Fiscal or Staffing Impacts: There are no fiscal or staffing impacts related to the annual increase to the CFF or to the recommended fee adjustment for the jail. Staff requests direction from the Board regarding the statement made on page 5 of the CFF Annual Disclosure Review as it relates to inviting the cities to join in adopting the CFF.

4/5ths vote: No

Recommendation(s): Based upon Board feedback; (1) Approve the resolution to accept the 2022/23 Annual Disclosure and Review increasing the CFF by the 2.5% CCI effective January 1, 2024.

Attachments: Notice of Public Hearing
Proof of Publication
Resolution
Annual Report with Attachments A & B

c: Chuck Iley, CAO
file



AMADOR COUNTY

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

Fiscal Year 2022-2023

INTRODUCTION

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

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

In FY 2010/11, the County engaged Goodwin Consulting Group (GCG) to update the Jail Nexus to reflect existing factors and make appropriate adjustments. At the close of a Public Hearing held on October 25, 2011, the Board adopted the Updated Nexus Study for the Jail and the revised fees by Resolution 11-131, effective October 25, 2011. In FY 2017/18, the County engaged Goodwin Consulting Group (CSG) to update the Jail Nexus to reflect current existing factors and make appropriate adjustments. At

the close of the Public Hearing held on February 27, 2018, the Board adopted the Updated Nexus Study for the Jail dated January 4, 2018, by Resolution 18-020, effective February 27, 2018.

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

ANNUAL REVIEW – FY 2022-2023

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

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

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

- **County Administration Center:** Fee revenue is being used to fund the new County Administration Center (CAC) portion, completed in June 2006, which has been identified as future growth (7,710 SF of 52,000 SF).
- **Sheriff Detention Facility:** Fee revenue will be used to expand or construct adult detention facilities to accommodate future growth of 35.0% as identified in the Updated Nexus Study for the Jail dated January 4, 2018 (2,625 SF of 7,500 SF).
- **Administrative Fee:** The administrative fee component equals 2.0% of the total fee components to manage and report on the CFF Program.

B. The amount of the fee:

Included as Attachment A – Table 1.

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

Included as Attachment A – Table 2.

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

Included as Attachment A – Table 2.

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

- **County Administration Center**: No fees collected during FY 22-23 were expended or transferred to the County Improvement Fund Budget Unit 18100, Account 101181, to manage countywide capital projects.
- **Sheriff Detention Facility**: No fees collected during FY 22-23 were expended or transferred to the County Improvement Fund Budget Unit 18100, Account 101185, for the jail expansion during the fiscal year.

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

- **County Administration Center**: The County occupied the new facility at the end of June 2006. Fees totaling \$944,617.52 of the \$2,224,000 growth-justified fund amount have been collected as of June 30, 2023.
- **Sheriff Detention Facility**: Fees totaling \$4,143,680.12 of the \$4,182,000.00 growth justified fund amount have been collected as of June 30, 2023. A portion of the fees were utilized and will continue to be used for unreimbursed costs for the 40-bed Jail Expansion Project not covered by the SB 863 Funding awarded to the County on November 12, 2015. The 40-bed Jail Expansion Project is scheduled to begin in December 2023. Additionally, the future 20-bed expansion is scheduled to begin in 2034.

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

No inter-fund transfers or loans have been made during fiscal year 22/23.

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

No refunds were required or made.

FUND REPAYMENT

- **Sheriff Jail Facility:** The ending balance as of December 2009 was \$911,285, and an additional \$928,715 was transferred from the Capital Facility Fund #101184 on January 26, 2010, by Board action collectively for a total of \$1,840,000 to purchase property for the Jail. Of this amount, \$1,810,000 was expended on January 27, 2010, to purchase 201.37 acres of raw land located in the unincorporated area known as Martel, Amador County, California, APN 044-100-027-00 for the purpose of securing a Jail site. At the time of purchase, it was not anticipated that the 201.37 acres would be used exclusively for a jail; however, the exact purpose of the land that the Jail would not have utilized had not been determined. The loan was satisfied on November 30, 2022, with a payment of \$1,979,670.90.

ADMINISTRATIVE DUTIES

As required by the Government Code, this information was made available to the public through advertising a draft of this Report on November 25, 2023, and December 1, 2023. The Government Code requires that this public notice be available at least 15 days before Board review. Therefore, the Public Hearing will be held on December 19, 2023. This item is presented for review as required by the Government Code to provide information to the public concerning collections and expenditures of Capital Facilities Fees. This annual review will be required as long as the County maintains these fees.

FEE ADJUSTMENTS

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

The adjustment for January 2024 has been determined to be a 2.5% increase in the 20-City CCI. Refer to Attachment A – Table 3.

The CFF can be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state or federal grants), revised costs, or changes in demographics or land use projections. In the future, the county may also evaluate the possibility of including revenue to maintain the per capita facilities standards for other major facility types.

When new studies are complete and adopted by the Board of Supervisors, staff will approach the five cities of Amador County to request that they join in adopting the Capital Facilities Fee as it applies to their jurisdiction.

Attachment A
AMADOR COUNTY
CAPITAL FACILITIES FEE PROGRAM
FY2021-22

Table 1

Capital Facilities Fee Schedule (FY2022-23)

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

Attachment A
AMADOR COUNTY
CAPITAL FACILITIES FEE PROGRAM
FY2021-22

Table 1 Continued

Capital Facilities Fee Schedule (FY2022-23)

Land Use	Increase	CAC	Sheriff Detention	Admin. Fee (2%)	Total CFF
Residential (1-Jan-11 to 31-Dec-11)					
Single Family		\$ 1,290.92	\$ 7,143.07	\$ 172.12	\$ 8,606.11
Multi-Family		\$ 876.91	\$ 4,852.24	\$ 116.92	\$ 5,846.07
Commercial (1-Jan-11 to 31-Dec-11)					
Commercial (SF)		\$ 0.25	\$ 1.36	\$ 0.03	\$ 1.64
Office (SF)		\$ 0.31	\$ 1.71	\$ 0.04	\$ 2.06
Industrial (SF)		\$ 0.12	\$ 0.68	\$ 0.02	\$ 0.82
Hartman Payments		\$ 24.01	\$ 132.84	\$ 3.20	\$ 160.05
Residential (1-Jan-12 to 31-Dec-12)					
Single Family		\$ 1,323.19	\$ 1,895.23	\$ 64.37	\$ 3,282.79
Multi-Family		\$ 898.83	\$ 1,288.43	\$ 43.75	\$ 2,231.01
Commercial (1-Jan-12 to 31-Dec-12)					
Commercial (SF)		\$ 0.26	\$ 0.36	\$ 0.01	\$ 0.63
Office (SF)		\$ 0.32	\$ 0.45	\$ 0.02	\$ 0.79
Industrial (SF)		\$ 0.12	\$ 0.18	\$ 0.01	\$ 0.31
Hartman Payments		\$ 24.01	\$ 132.84	\$ 3.20	\$ 160.05
Residential (1-Jan-13 to 31-Dec-13)					
Single Family		\$ 1,323.19	\$ 1,895.23	\$ 64.37	\$ 3,282.79
Multi-Family		\$ 898.83	\$ 1,288.43	\$ 43.75	\$ 2,231.01
Commercial (1-Jan-13 to 31-Dec-13)					
Commercial (SF)		\$ 0.26	\$ 0.36	\$ 0.01	\$ 0.63
Office (SF)		\$ 0.32	\$ 0.45	\$ 0.02	\$ 0.79
Industrial (SF)		\$ 0.12	\$ 0.18	\$ 0.01	\$ 0.31
Hartman Payments		\$ 24.01	\$ 132.84	\$ 3.20	\$ 160.05
Office (SF)		\$ 0.32	\$ 0.45	\$ 0.02	\$ 0.78
Industrial (SF)		\$ 0.12	\$ 0.18	\$ 0.01	\$ 0.31
Residential (1-Jan-14 to 31-Dec-14)					
Single Family	3.3%	\$ 1,366.86	\$ 1,957.77	\$ 66.49	\$ 3,391.12
Multi-Family	3.3%	\$ 928.49	\$ 1,330.95	\$ 45.19	\$ 2,304.63
Commercial (1-Jan-14 to 31-Dec-14)					
Commercial (SF)	3.3%	\$ 0.27	\$ 0.37	\$ 0.01	\$ 0.65
Office (SF)	3.3%	\$ 0.33	\$ 0.46	\$ 0.02	\$ 0.81
Industrial (SF)	3.3%	\$ 0.12	\$ 0.19	\$ 0.01	\$ 0.32
Residential (1-Jan-15 to 31-Dec-15)					
Single Family	3.0%	\$ 1,407.87	\$ 2,016.50	\$ 68.49	\$ 3,492.86
Multi-Family	3.0%	\$ 956.34	\$ 1,370.88	\$ 46.54	\$ 2,373.76
Commercial (1-Jan-15 to 31-Dec-15)					
Commercial (SF)	3.0%	\$ 0.29	\$ 0.39	\$ 0.01	\$ 0.69
Office (SF)	3.0%	\$ 0.35	\$ 0.48	\$ 0.02	\$ 0.85
Industrial (SF)	3.0%	\$ 0.12	\$ 0.20	\$ 0.01	\$ 0.33
Residential (1-Jan-16 to 31-Dec-16)					
Single Family	2.4%	\$ 1,441.66	\$ 2,064.90	\$ 70.13	\$ 3,576.69
Multi-Family	2.4%	\$ 979.29	\$ 1,403.78	\$ 47.66	\$ 2,430.73
Commercial (1-Jan-16 to 31-Dec-16)					
Commercial (SF)	2.4%	\$ 0.29	\$ 0.39	\$ 0.01	\$ 0.69
Office (SF)	2.4%	\$ 0.35	\$ 0.48	\$ 0.02	\$ 0.85
Industrial (SF)	2.4%	\$ 0.12	\$ 0.20	\$ 0.01	\$ 0.33

Attachment A
AMADOR COUNTY
CAPITAL FACILITIES FEE PROGRAM
FY2021-22

Table 1 Continued

Capital Facilities Fee Schedule (FY2022-23)

Land Use	Increase	CAC	Sheriff Detention	Admin. Fee (2%)	Total CFF
Residential (10-Jan-17 to 28-Feb-18)					
Single Family (1-Jan-17)	3.7%	\$ 1,495.00	\$ 2,141.30	\$ 72.73	\$ 3,709.03
Multi-Family (1-Jan-17)	3.7%	\$ 1,015.52	\$ 1,455.72	\$ 49.43	\$ 2,520.67
Commercial (10-Jan-17 to 28-Feb-18)					
Commercial (SF)	3.7%	\$ 0.30	\$ 0.40	\$ 0.02	\$ 0.72
Office (SF)	3.7%	\$ 0.36	\$ 0.50	\$ 0.02	\$ 0.88
Industrial (SF)	3.7%	\$ 0.12	\$ 0.21	\$ 0.01	\$ 0.34
Residential (1-Mar-18 to 31-Dec-18)					
Single Family	3.7%/Nexus	\$ 1,550.32	\$ 2,168.00	\$ 74.36	\$ 3,792.68
Multi-Family	3.7%/Nexus	\$ 1,053.09	\$ 1,474.00	\$ 50.54	\$ 2,577.63
Commercial (1-Mar-18 to 31-Dec-18)					
Commercial (SF)	3.7%/Nexus	\$ 0.31	\$ 0.41	\$ 0.01	\$ 0.73
Office (SF)	3.7%/Nexus	\$ 0.37	\$ 0.52	\$ 0.02	\$ 0.91
Industrial (SF)	3.7%/Nexus	\$ 0.12	\$ 0.21	\$ 0.01	\$ 0.34
Residential (1-Jan-19 to 31-Dec-19)					
Single Family	3.4%	\$ 1,603.03	\$ 2,241.71	\$ 76.89	\$ 3,921.63
2nd Unit or ADU (As of 4/23/19 @ 50% of SFD)		\$ 801.52	\$ 1,120.86	\$ 38.45	\$ 1,960.82
Multi-Family	3.4%	\$ 1,088.90	\$ 1,524.12	\$ 52.26	\$ 2,665.28
Commercial (1-Jan-19 to 31-Dec-19)					
Commercial (SF)	3.4%	\$ 0.32	\$ 0.42	\$ 0.01	\$ 0.75
Office (SF)	3.4%	\$ 0.38	\$ 0.54	\$ 0.02	\$ 0.94
Industrial (SF)	3.4%	\$ 0.12	\$ 0.22	\$ 0.01	\$ 0.35
Residential (1-Jan-20 to 31-Dec-20)					
Single Family	1.3%	\$ 1,623.87	\$ 2,270.85	\$ 77.90	\$ 3,972.62
2nd Unit or ADU (50% of SFD)	% of SFD				
Multi-Family	1.3%	\$ 1,103.06	\$ 1,543.93	\$ 52.94	\$ 2,699.93
2nd Unit or ADU (ADU/Primary Dwelling)	% of MFD				
Commercial (1-Jan-20 to 31-Dec-20)					
Commercial (SF)	1.3%	\$ 0.32	\$ 0.43	\$ 0.02	\$ 0.77
Office (SF)	1.3%	\$ 0.38	\$ 0.55	\$ 0.02	\$ 0.95
Industrial (SF)	1.3%	\$ 0.12	\$ 0.22	\$ 0.01	\$ 0.35
Residential (1-Jan-21 to 31-Dec-21)					
Single Family	1.9%	\$ 1,654.72	\$ 2,314.00	\$ 79.37	\$ 4,048.09
2nd Unit or ADU (50% of SFD)	% of SFD				
Multi-Family	1.9%	\$ 1,124.02	\$ 1,573.26	\$ 53.95	\$ 2,751.23
2nd Unit or ADU (ADU/Primary Dwelling)	% of MFD				
Commercial (1-Jan-21 to 31-Dec-21)					
Commercial (SF)	1.9%	\$ 0.33	\$ 0.44	\$ 0.02	\$ 0.79
Office (SF)	1.9%	\$ 0.39	\$ 0.56	\$ 0.02	\$ 0.97
Industrial (SF)	1.9%	\$ 0.12	\$ 0.22	\$ 0.01	\$ 0.35

Attachment A
 AMADOR COUNTY
CAPITAL FACILITIES FEE PROGRAM
 FY2021-22

Table 1 Continued

Capital Facilities Fee Schedule (FY2022-23)

Land Use	Increase	CAC	Sheriff Detention	Admin. Fee (2%)	Total CFF
Residential (1-Jan-22 to 31-Dec-22)					
Single Family	8.0%	\$ 1,787.10	\$ 2,499.12	\$ 85.72	\$ 4,371.94
2nd Unit or ADU (ADU/Primary Dwelling)	% of SFD				
Multi-Family	8.0%	\$ 1,213.94	\$ 1,699.12	\$ 58.26	\$ 2,971.32
2nd Unit or ADU (ADU/Primary Dwelling)	% of MFD				
Commercial (1-Jan-22 to 31-Dec-22)					
Commercial (SF)	8.0%	\$ 0.36	\$ 0.48	\$ 0.02	\$ 0.86
Office (SF)	8.0%	\$ 0.42	\$ 0.60	\$ 0.02	\$ 1.04
Industrial (SF)	8.0%	\$ 0.13	\$ 0.24	\$ 0.01	\$ 0.38

Land Use	Increase	CAC	Sheriff Detention	Admin. Fee (2%)	Total CFF
Residential (1-Jan-23 to 31-Dec-23)					
Single Family	5.7%	\$ 1,888.96	\$ 2,647.57	\$ 90.61	\$ 4,371.94
2nd Unit or ADU (ADU/Primary Dwelling)	% of SFD				
Multi-Family	5.7%	\$ 1,283.13	\$ 1,795.97	\$ 61.58	\$ 2,971.32
2nd Unit or ADU (ADU/Primary Dwelling)	% of MFD				
Commercial (1-Jan-23 to 31-Dec-23)					
Commercial (SF)	5.7%	\$ 0.33	\$ 0.44	\$ 0.02	\$ 0.86
Office (SF)	5.7%	\$ 0.39	\$ 0.56	\$ 0.02	\$ 1.04
Industrial (SF)	5.7%	\$ 0.12	\$ 0.22	\$ 0.01	\$ 0.38

Attachment A
 AMADOR COUNTY
CAPITAL FACILITIES FEE PROGRAM
 FY2021-22

Table 2

Capital Facilities Fee Schedule (FY2022-23)

Land Use	Permits/SF	CAC	Sheriff Jail	Admin. Fee (2%)	Total CFF
Balance Forward		\$ (2,024.68)	\$ 561,981.37	\$ 10,972.39	\$ 570,929.08
CFF SUMMARY (FY 2022-23)					
Single Family	47	\$ 30,394.03	\$ 168,180.31	\$ 4,052.54	\$ 202,626.88
Second Unit (ADU)	4	\$ 1,423.27	\$ 7,875.43	\$ 189.77	\$ 9,488.47
Multi-Family	-	\$ -	\$ -	\$ -	\$ -
Commercial (SF)	-	\$ -	\$ -	\$ -	\$ -
Office (SF) - (1 permit)	-	\$ -	\$ -	\$ -	\$ -
Industrial (SF)	-	\$ -	\$ -	\$ -	\$ -
Total Fees Collected (FY 2022-23)		\$ 31,817.30	\$ 176,055.74	\$ 4,242.31	\$ 212,115.35
Interest Earned (FY 2022-23)		1,521.12	8,416.86	202.82	10,140.80
Total Fees & Interest (FY 2022-23)		\$ 33,338.42	\$ 184,472.60	\$ 4,445.13	\$ 222,256.15
TOTAL FEES & INTEREST COLLECTED		\$ 33,338.42	\$ 184,472.60	\$ 4,445.13	\$ 222,256.15
Transferred to CIP (FY 2021-22)		\$ -	\$ (1,976,042.19)	\$ -	\$ (1,976,042.19)
ENDING BALANCE (FY 2021-22)		\$ 31,313.74	\$ 2,722,496.16	\$ 15,417.52	\$ 2,769,227.42

Attachment A
AMADOR COUNTY
CAPITAL FACILITIES FEE PROGRAM
FY2021-22

Table 3

Current Capital Facilities Fee (Effective January 1, 2023)					
Land Use	Increase	CAC	Sheriff Jail	Admin. Fee (2%)	Total CFF
Residential					
Single Family	5.7%	\$ 1,888.96	\$ 2,647.57	\$ 90.61	\$ 4,621.14
2nd Unit or ADU (ADU/Primary Dwelling)	% of SFD				
Multi-Family	5.7%	\$ 1,283.13	\$ 1,795.97	\$ 61.58	\$ 3,140.69
2nd Unit or ADU (ADU/Primary Dwelling)	% of MFD				
Commercial					
Commercial (SF)	5.7%	\$ 0.33	\$ 0.44	\$ 0.02	\$ 0.91
Office (SF)	5.7%	\$ 0.39	\$ 0.56	\$ 0.02	\$ 1.10
Industrial (SF)	5.7%	\$ 0.12	\$ 0.22	\$ 0.01	\$ 0.40

Capital Facilities Fee - Annual Fee Adjustment by CCI (Effective January 1, 2024)					
Land Use	Increase	CAC	Sheriff Jail	Admin. Fee (2%)	Total CFF
Residential					
Single Family	2.5%	\$ 710.50	\$ 3,931.44	\$ 94.73	\$ 4,736.67
2nd Unit or ADU (ADU/Primary Dwelling)	% of SFD				
Multi-Family	2.5%	\$ 482.88	\$ 2,671.94	\$ 64.38	\$ 3,219.21
2nd Unit or ADU (ADU/Primary Dwelling)	% of MFD				
Commercial					
Commercial (SF)	2.5%	\$ 0.14	\$ 0.77	\$ 0.02	\$ 0.93
Office (SF)	2.5%	\$ 0.17	\$ 0.94	\$ 0.02	\$ 1.13
Industrial (SF)	2.5%	\$ 0.06	\$ 0.34	\$ 0.01	\$ 0.41

CONSTRUCTION ECONOMICS

ENR's 20-city average cost indexes, wages and materials prices.
Historical data for ENR's 20 cities can be found at [ENR.com/economics](https://enr.com/economics)

Construction Cost Index		+2.5%		Building Cost Index		+3.6%		Materials Cost Index		+0.3%	
ANNUAL INFLATION RATE		OCT. 2023		ANNUAL INFLATION RATE		OCT. 2023		MONTHLY INFLATION RATE		OCT. 2023	
1913=100	INDEX VALUE	MONTH	YEAR	1913=100	INDEX VALUE	MONTH	YEAR	1913=100	INDEX VALUE	MONTH	YEAR
CONSTRUCTION COST	13497.97	+0.1%	+2.5%	BUILDING COST	8255.58	+0.2%	+3.6%	MATERIALS COST	6125.83	+0.3%	+3.9%
COMMON LABOR	25080.22	0.0%	+1.8%	SKILLED LABOR	11697.70	+0.1%	+3.5%	CEMENT \$/TON	207.91	+0.9%	+20.5%
WAGE \$/HR.	48.30	0.0%	+1.8%	WAGE \$/HR.	64.60	+0.1%	+3.5%	STEEL \$/CWT	98.15	-1.0%	+5.8%
								LUMBER \$/MBF	1073.58	+0.7%	-1.8%

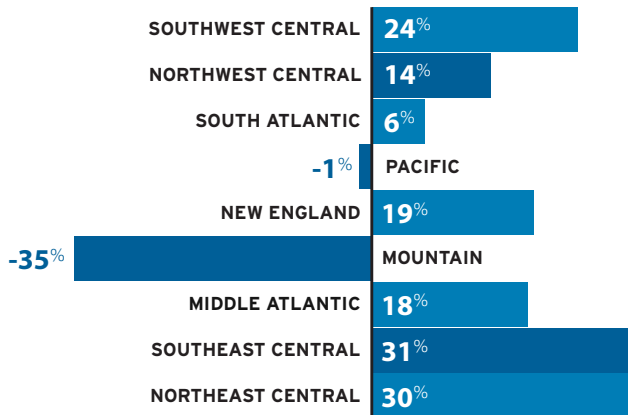
The Construction Cost Index's annual escalation rose 2.5%, while the monthly component rose 0.1%.

The Building Cost Index was up 3.6% on an annual basis, while the monthly component rose 0.2%.

The Materials Cost Index rose 0.3% this month, while the annual escalation rate increased 3.9%.

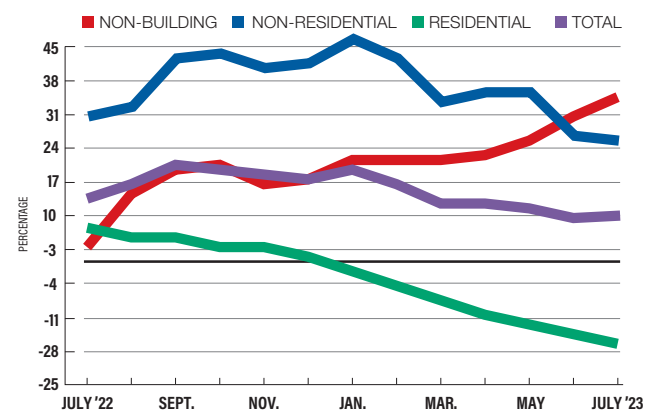
Construction Starts Regional growth trends vs. national trends

SOUTH EAST CENTRAL STARTS UP 31%



SOURCE: DODGE DATA & ANALYTICS. YEAR-TO-YEAR PERCENT CHANGE IN VALUE OF TOTAL PROJECTS STARTED JUNE 2023 FOR 12-MONTH ROLLING TOTALS.

NON-BUILDING STARTS ON THE RISE



SOURCE: DODGE DATA & ANALYTICS. YEAR-TO-YEAR PERCENT CHANGE FOR 12-MONTH ROLLING NATIONAL TOTAL STARTS.

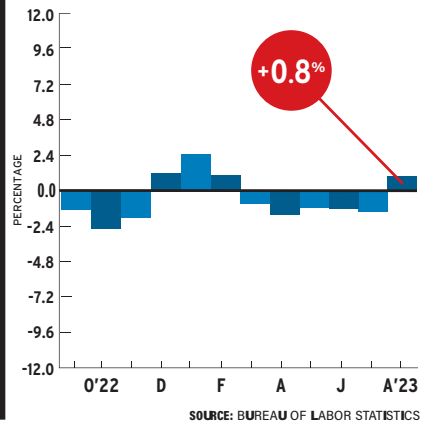
The total dollar value of new construction starts in Indiana in June was 5.2% below June 2022's level, according to Dodge Construction Network. The residential sector fell 24%, while non-residential starts rose 19.4%. Non-building new starts rose 28.9% in the same time period.

INDIANA CONSTRUCTION STARTS: \$/MIL.	2023 JUN.	2023 MAY	2022 JUN.	% CHG. MONTH	% CHG. YEAR
TOTAL CONSTRUCTION	21,283,592	24,661,959	22,446,166	-13.7	-5.2
NON-RESIDENTIAL	9,874,056	12,289,542	8,268,310	-19.7	+19.4
COMMERCIAL, MANUFACTURING	6,463,291	6,488,045	3,665,153	-0.4	+76.3
STORES, SHOPPING CENTERS	248,626	241,505	256,939	+2.9	-3.2
OFFICE, BANK BUILDINGS	671,246	648,516	327,272	+3.5	+105.1
HOTELS, MOTELS	223,447	194,247	117,260	+15.0	+90.6
MANUFACTURING BUILDINGS	3,977,867	3,964,338	808,017	+0.3	+392.3
INSTITUTIONAL	3,410,765	5,801,497	4,603,157	-41.2	-25.9
EDUCATIONAL BUILDINGS	1,344,047	1,467,920	1,293,718	-8.4	+3.9
HEALTH CARE FACILITIES	999,015	3,320,550	2,706,246	-69.9	-63.1
RESIDENTIAL	6,046,217	6,140,179	7,953,518	-1.5	-24.0
NON-BUILDING	6,525,893	6,232,238	5,061,764	+4.7	+28.9
HIGHWAYS, BRIDGES	2,639,983	2,552,162	2,869,818	+3.4	-8.0
ENVIRONMENTAL PUBLIC WORKS	1,097,028	1,107,079	664,120	-0.9	+65.2
POWER, UTILITIES	2,347,131	2,177,956	1,056,649	+7.8	+122.1

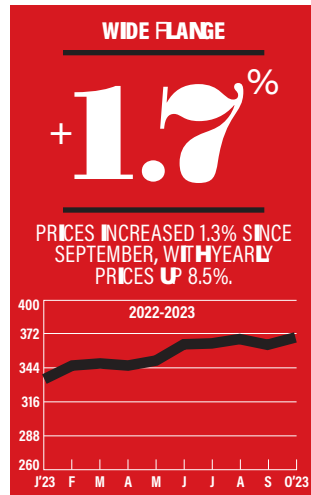
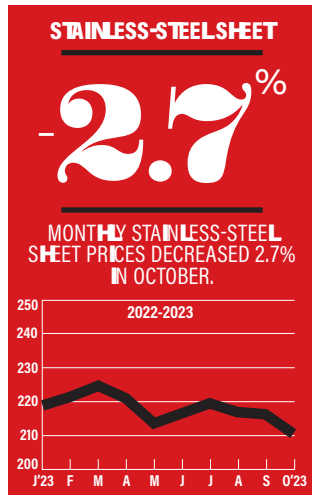
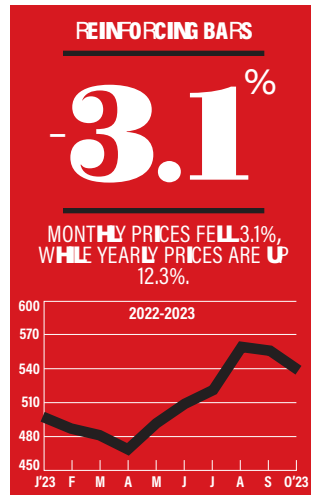
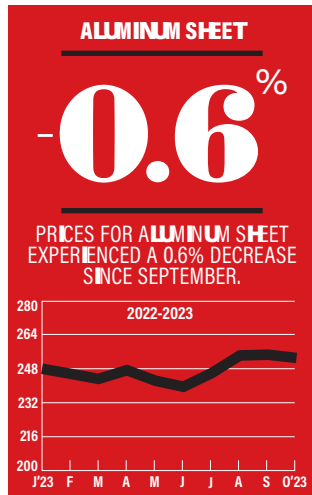
SOURCE: DODGE CONSTRUCTION NETWORK STARTS. TOTALS MAY NOT ADD UP DUE TO EXCLUSION OF OTHER CATEGORIES. 12-MONTH ROLLING TOTALS FOR INDIANA.

The price for aluminum sheet rose 0.8% in August after falling 1.5% in July, according to the Bureau of Labor Statistics' producer price index. The annual index sits at -6%, up from -11% the previous month. ENR's 20-city average monthly price for reinforcing bars fell 3.1% in October, with yearly prices increasing 12.3%. Both types of stainless-steel plate experienced yearly increases in October, according to ENR's data. Monthly prices for hot-rolled carbon-steel plate increased 1.5% this month, while yearly prices experienced a 6.8% increase.

PRODUCER PRICE INDEX ALUMINUM SHEET Monthly Percent Change



ENR's Materials Prices For October 2023



20-CITY AVERAGE

ITEM	UNIT	\$PRICE	%MONTH	%YEAR
STANDARD STRUCTURAL SHAPES				
Average	CWT	99.77	+1.7	+7.4
Channel beams, 6" Deep, 8.2 LB/LF	CWT	87.86	+0.2	+1.2
I-beams, 6" Deep, 12.5 LB/LF	CWT	108.72	+2.8	+12.1
Wide-flange, 8" Deep, 31 LB/LF	CWT	102.76	+1.7	+8.5
REINFORCING BARS				
Grade 60, No. 4	CWT	78.20	-3.1	+12.3
HOT-ROLLED CARBON-STEEL PLATE				
12 gauge, 48" x 10'	CWT	93.54	+1.5	+6.8
ALUMINUM SHEET				
3003H14, 36" x 96"	CWT	335.94	-0.6	+2.8
STAINLESS-STEEL SHEET				
14 gauge	CWT	291.02	-3.2	-3.5
16 gauge	CWT	297.46	-3.1	-0.4
20 gauge	CWT	308.16	-2.7	-0.8
STAINLESS-STEEL PLATE				
304, 1/4", 72" x 240"	CWT	334.26	-0.1	+15.6
316, 1/4", 96" x 140"	CWT	419.06	-1.3	+21.3
STEEL PILING (H-PILE)				
HP10 x 42	CWT	45.51	+5.3	+21.1

SOURCE: ENR

PLATTS* STEEL SPOT MARKET PRICES: SEP. 2023

ITEM	UNIT	\$PRICE	%MONTH	%YEAR
Reinforcing bar, No. 5	TON	\$857.00	-3.8	-13.4
Plate	TON	1570.00	-2.5	-10.2
Hot-rolled coil	TON	715.50	-8.3	-10.6

SOURCE: *PLATTS S&P GLOBAL REBAR SOUTHERN U.S.; PLATE PRICES U.S. SOUTHEAST AVERAGE; HOT-ROLLED COIL PRICES INDIANA.

CONSTRUCTION ECONOMICS

Structural Steel, Rebar, Building Sheet, Piling For October 2023

City prices reflect quotes from single sources and can be volatile. They are not meant to be the prevailing price for a city. Data are a mix of list and transaction prices and may include ENR estimates. Do not compare prices between locations. Use city information to analyze national trends.

ITEM	UNIT	ATLANTA	BALTIMORE	BIRMINGHAM	BOSTON	CHICAGO	CINCINNATI	CLEVELAND	DALLAS	DENVER	DETROIT
STANDARD STRUCTURAL SHAPES											
AVERAGE	CWT	109.76	+84.87	75.83	103.52	86.8	60.41	60.41	+101.15	108.92	128.57
CHANNEL BEAMS, 6" DEEP, 8.2 LB/LF	CWT	94.51	+74.06	72.5	81.8	78.5	63.95	63.95	+75.43	76.85	109.76
I-BEAMS, 6" DEEP, 12.5 LB/LF	CWT	100.88	+97.25	72.5	130.14	94.95	47.8	48.4	+148	113.68	134
WIDE-FLANGE, 8" DEEP, 31 LB/LF	CWT	133.87	+83.31	82.5	98.61	86.95	69.5	69.5	+90.03	136.22	141.94
REINFORCING BARS											
GRADE 60, No. 4	CWT	97.31	+63.21	75	104.92	-90.37	60.22	58.5	-69	-76.4	80.48
HOT-ROLLED CARBON-STEEL PLATE											
12 GAUGE, 48" x 10'	CWT	108.57	+64.79	85	125.73	56	58.14	62.9	+144.29	84	110.98
BUILDING SHEET AND PLATE											
ALUM. SHEET, 3003H14, 36" x 96"	CWT	527.78	+318.27	270.64	395.84	240	288	288	-325.73	328	455.55
STAINLESS-STEEL SHEET											
14 GAUGE	CWT	443.04	+282.19	247.62	352.64	202	224	224	-221.78	375	262
16 GAUGE	CWT	456.35	+293.72	291.09	352.78	202	228	228	+252.54	353.51	263
20 GAUGE	CWT	491.80	+303.41	319.24	383.99	202	256	256	-319.99	299.2	251
STAINLESS-STEEL PLATE											
304, 1/4", 72" x 240"	CWT	500	+384.1	242.39	272.52	202	242	242	-372.15	324	239
316, 1/4", 96" x 140"	CWT	328.85	+482.82	527.02	520.86	547	349	238	-449.85	499.21	308
STEEL PILING: H-PILE											
HP10 x 42	CWT	+81.9	+75.64	33.60	45.76	36.05	33.44	30.22	38.19	38	74.5

ITEM	UNIT	KANSAS CITY	LOS ANGELES	MINNEAPOLIS	NEW ORLEANS	NEW YORK	PHILADELPHIA	PITTSBURGH	ST. LOUIS	SAN FRANCISCO	SEATTLE
STANDARD STRUCTURAL SHAPES											
AVERAGE	CWT	44.33	135	+173.12	+96.92	125.52	105.79	+72.46	44.7	-171.67	105.67
CHANNEL BEAMS, 6" DEEP, 8.2 LB/LF	CWT	46.82	135	-138	+94	107.36	98.64	+74.06	49	128	95
I-BEAMS, 6" DEEP, 12.5 LB/LF	CWT	42.84	135	+211	-117	149.67	114.17	60	43.1	205	109
WIDE-FLANGE, 8" DEEP, 31 LB/LF	CWT	43.33	135	170.35	79.76	119.52	104.56	+83.31	42	-182	113
REINFORCING BARS											
GRADE 60, No. 4	CWT	+99.14	66.4	84.79	-70	71.14	66.28	+63.2	71.74	88	108
HOT-ROLLED CARBON-STEEL PLATE											
12 GAUGE, 48" x 10'	CWT	+57.14	150	+105	+68.17	106.98	163.1	+64.79	38.95	-161	55.19
BUILDING SHEET AND PLATE											
ALUM. SHEET, 3003H14, 36" x 96"	CWT	-343.75	310	589.46	+359.8	363	298.93	+318.27	119.18	-310	268.69
STAINLESS-STEEL SHEET											
14 GAUGE	CWT	-472.22	380	+205	+328	264.71	250.33	+282.19	260.52	-238.1	+305
16 GAUGE	CWT	-480	380	+205	+300	270.26	276.52	+293.72	285.57	-238.1	+299
20 GAUGE	CWT	-418.18	380	+230	+315	287.5	291.14	+303.41	308.95	-262.3	+284
STAINLESS-STEEL PLATE											
304, 1/4", 72" x 240"	CWT	268.32	425	-235	+330	479.16	360.23	+384.1	320.57	555	+312
316, 1/4", 96" x 140"	CWT	234.1	435	-435	+32	506.32	451.87	+482.82	202	-806.45	+255
STEEL PILING: H-PILE											
HP10 x 42	CWT	30.42	68.5	30.56	34.08	77.2	40.83	30.22	30	34.6	46.55

+ OR - DENOTES PRICE HAS RISEN OR FALLEN SINCE PREVIOUS REPORT. ALL PRICES ARE FOR WAREHOUSE OR CITY. STAINLESS-STEEL SHEET PRICES ARE FOR TYPE 304, 2B FINISH, 48 X 120-IN. STEEL PILES ARE HIGH-STRENGTH A572. SOME PRICES MAY INCLUDE TAXES OR DISCOUNTS. PRODUCT SPECIFICATIONS MAY VARY DEPENDING ON WHAT IS MOST COMMONLY USED OR MOST ACCESSIBLE IN A CITY. QUANTITIES ARE GENERALLY TRUCKLOADS.

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

IN THE MATTER OF:

RESOLUTION ACCEPTING THE CAPITAL)	RESOLUTION NO. 22-xxx
FACILITIES FEE ANNUAL REPORT AND)	
ADOPTING THE ANNUAL INFLATIONARY)	
FEE INCREASE OF 2.5%)	

WHEREAS, in 2004 the Board of Supervisors adopted County Code Chapter 7.86, which implemented the County's Facilities Impact Fee program; and

WHEREAS, California Government Code section 66006 requires the County annually to prepare and consider at a public meeting a report containing certain information, including the following:

- A. A brief description of the type of fee in the account or fund;
- B. The amount of the fee;
- C. The beginning and ending balance of the account or fund;
- D. Amount of fees collected and the interest earned;
- E. Identification of public improvements on which the fees were expended and percentage of the cost of the public improvement that was funded with fees;
- F. Identification of an approximate date by which the construction of the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement;
- G. A description of each inter-fund transfer or loan made;
- H. Amount of refunds made pursuant Section 66001 subdivisions (e) and (f); and

WHEREAS, the County has made available to the public for more than fifteen (15) days the Capital Facilities Fees Annual Report for FY 2021/2022; and

WHEREAS, the current Nexus Study, which establishes the basis for the Impact Fee, was approved by the Board of Supervisors on February 27, 2018 and calls for an automatic adjustment for inflation in January of each year. Effective January 1, 2024, the CFF will be adjusted by an increase of 2.5%, which corresponds to the change in the 20-City Construction Cost Index (CCI), as reported in the Engineering News Record for the twelve-month period ending October of the prior year; and

WHEREAS, at least one public hearing was conducted regarding the proposed inflationary increase as part of a regularly scheduled meeting at which oral or written presentations could be made. The date, time and place of the public hearing was duly noticed in accordance with the Government Code.

(RESOLUTION NO. 20-xxx)

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors for the County of Amador that the FY 2022-2023 Capital Facilities Impact Fee Annual Report is accepted as being prepared and presented in accordance with applicable State law; and

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 19th day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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



Karen Warburton <kwarburton@amadorgov.org>

Need Published

1 message

Karen Warburton <kwarburton@amadorgov.org>

Mon, Nov 13, 2023 at 8:31 AM

To: MRabaino@ledger.news, bbarnard@ledger.news, pclaveran@ledger.news

Good Morning,

We must publish the text in the attached document for the November 24th and December 1st papers. Please get in touch with me if you have any questions. Billing will be to the General Services Administration Department at the name/address in my signature below. Please also send the confirmation of the publications.

Thank you!



Karen Warburton

Senior Administrative Analyst
General Services Administration Department
12200-B Airport Road
Jackson, CA 95642
(209) 223-6733
Pronouns: she/her/hers

 **NOTICE OF PUBLIC HEARING.pdf**
133K

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of Amador, State of California, will hold a public hearing to consider the Annual Disclosure and Review of the Capital Facilities Fees (CFF) Report. In FY 2004/05, Amador County adopted the Capital Facilities Fee Program Nexus Study Final Report, dated March 31, 2005, by Goodwin Consulting Group. In FY 2010/11 Amador County adopted an Updated Nexus Study for the Jail, dated October 25, 2011, by Goodwin Consulting Group. In FY 2017/18 Amador County adopted an Updated Nexus Study for the Jail, dated January 4, 2018. Government Code Section 66006(b) requires an annual review and disclosure of the CFF.

Said public hearing will be held at the County Administration Center located at 810 Court Street, Jackson, California on **December 19, 2023 at 9:00 a.m.**, or as soon thereafter as the matter may be heard, at which time any and all persons may come and be heard thereon.

If you have any questions, wish to review the Annual Disclosure and Review of the CFF report, or desire further information, please contact the Amador County General Services Administration Office at (209) 223-6733.

AMADOR COUNTY BOARD OF SUPERVISORS

**PROOF OF PUBLICATION
(2015-5 C.C.P.)**

**STATE OF CALIFORNIA
COUNTY OF AMADOR**

I am a citizen of the United States and a resident of the said County. I am over the age of eighteen years; and not a party to or interested in the above matter. I am the principal Clerk of the Printer and Publisher of the Amador Ledger Dispatch. A newspaper of general circulation, published once a week in the City of Jackson, California, County of Amador, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court, of the County of Amador, State of California dated June 19, 1953, Court decree numbers; 5575/5551; that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil) has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates; to wit:

November 24

December 1

all in the year: **2023**

I certify (or declare) under Penalty of perjury that the foregoing is true and correct.

Date at Jackson, California this

1 of December 2023

Jack Mitchell
SIGNATURE

**PUBLIC NOTICE
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of Amador, State of California, will hold a public hearing to consider the Annual Disclosure and Review of the Capital Facilities Fees (CFF) Report. In FY 2004/05, Amador County adopted the Capital Facilities Fee Program Nexus Study Final Report, dated March 31, 2005, by Goodwin Consulting Group. In FY 2010/11 Amador County adopted an Updated Nexus Study for the Jail, dated October 25, 2011, by Goodwin Consulting Group. In FY 2017/18 Amador County adopted an Updated Nexus Study for the Jail, dated January 4, 2018. Government Code Section 66006(b) requires an annual review and disclosure of the CFF.

Said public hearing will be held at the County Administration Center located at 810 Court Street, Jackson, California on **December 19, 2023 at 9:00 a.m.**, or as soon thereafter as the matter may be heard, at which time any and all persons may come and be heard thereon.

If you have any questions, wish to review the Annual Disclosure and Review of the CFF report, or desire further information, please contact the Amador County General Services Administration Office at (209) 223-6733.

AMADOR COUNTY BOARD OF SUPERVISORS
NOVEMBER 24, 2023
DECEMBER 1, 2023-X326

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 19, 2023

SUBJECT

Declaring Local State of Emergency in Amador County Due to Pervasive Tree Mortality.

Recommendation:

Receive and File.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

- [Tree_Mortality.doc](#)

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

IN THE MATTER OF:

RESOLUTION DECLARING LOCAL STATE)
OF EMERGENCY IN AMADOR COUNTY) RESOLUTION NO. 23-0XX
DUE TO PERVASIVE TREE MORTALITY)

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

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

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

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

WHEREAS, The latest aerial survey estimated that between 2010 and 2019, over 162.7 million trees have died across California as a result of the drought and the effects of bark beetle infestation; and

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

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

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

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

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

County (public and private) services, personnel, equipment and facilities and requires coordination and assistance from State and Federal agencies.

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

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

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

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

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

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 19th day of December, 2023, by the following vote:

AYES:	Jeffrey Brown, Brian Oneto, Patrick Crew, Frank U. Axe, Richard Forster
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: Board of Supervisors

Meeting Date: December 19, 2023

SUBJECT

Agricultural Advisory Committee: Approval of the re-appointments of David Bassett to fill the seat of District I, John Gonsalves as alternate, Dan Port to fill the seat of District II, John Allen, Jr. to fill the seat of District IV, and Mark Bennett as the alternate serving as District V on the Planning Commission effective December 2023 through December 2026.

Recommendation:

Approve the re-appointments.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Building
Meeting Date: December 19, 2023

SUBJECT

Building Department-Limited Density Owner-Built Rural Dwelling / LD234373- ONO

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 the Building Department with certified resolution & acknowledgement of the Chairperson's signature.

ATTACHMENTS

- [LDRD - Resolution.docx](#)
- [ONO - ATF.pdf](#)
- [ONO - SIGNED AGREEMENT.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 – Gene Ono and Linda Ono)

WHEREAS, Gene Ono and Linda Ono, (“Owner”), desires to construct a Limited Density Owner-Built Rural Dwelling on their property at 19251 Fiddletown Road, Fiddletown CA 95629; 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 December 19th, 2023 meeting for Building Permit #LD234373 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-Built Rural Dwelling Agreement by and between the County of Amador and Gene Ono and Linda Ono on the terms and conditions contained therein as it relates to Building Permit #LD234373.

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 19th day of December, 2023 by the following vote:

AYES:

NOES:

ABSENT:

Jeffrey Brown
Chair, Board of Supervisors

ATTEST:

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

By: _____

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: 12/04/2023

From: Samantha Barton
(Department Head - please type)

Phone Ext. 643

- | | |
|-------------------------------------|----------------|
| <input type="checkbox"/> | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/> | Blue Slip |
| <input type="checkbox"/> | Closed Session |

Meeting Date Requested:
12/19/2023

Department Head Signature _____

Agenda Title: Building Department-Limited Density Owner-Built Rural Dwelling / LD234373- ONO

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Gene Ono & Linda Ono have submitted an application for Limited Density Owner-Built Rural Dwelling. They have provided all of the necessary documents including a signed and notarized "AGREEMENT" for the structure (attached) for recording as required by Amador County Code Section 15.10.160. Subject property is located at 19251 Fiddletown Road, Fiddletown CA 95629 being APN: 021-050-049-000 AND 021-050-048-000.

Recommendation/Requested Action:
Adopt the resolution and authorize the Chairperson to sign the "Agreement".

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

Is a 4/5ths vote required? Yes No

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

Committee Review? N/A

Name _____
Committee Recommendation: _____

Comments: _____

Request Reviewed by:
Chairman _____ Counsel _____
Auditor _____ GSA Director _____
CAO _____ Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date _____	Time _____	Item # _____
Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___		
Ayes: _____	Resolution _____	Ordinance _____ Other: _____
Noes _____	Resolution _____	Ordinance _____
Absent: _____	Comments: _____	

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

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 021-050-049-000 AND 021-050-048-000
Limited Density Rural Dwelling: LD234373

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT

This Agreement is effective as of December 19th, 2023 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Gene Ono and Linda Ono, husband and wife as community property with right of survivorship, ("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:

PARCELS 3A AND 3B OF PARCEL MAPS NO. 2013 FOR EVELYN BERGLUND, ET AL, ACCORDING TO THE OFFICIAL MAP THEREOF RECORDED JUNE 15, 1988 IN BOOK 42 OF MAPS AND PLATS, PAGE 76, AMADOR COUNTY RECORDS.

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.

3. 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: Gene Ono and Linda Ono

BY: _____
Jeffrey Brown
Chairman, Board of Supervisors

Date of Signature: _____

BY: 
Gene Ono

Date of Signature: 11/29/23

BY: 
Linda Ono

Date of Signature: 11/29/23

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]

SEE ATTACHED
CERTIFICATE
WJR

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

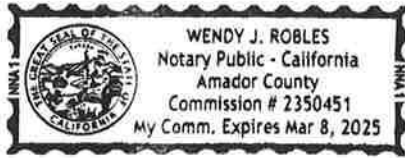
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of AMADOR }

On NOV 29, 2023 before me, Wendy J. Robles, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared GENE ONO and Linda ONO
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Wendy J. Robles
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document LIMITED Density Rural Dwelling AG 234373

Title or Type of Document: APN: 021-056-049-000 AND 021-056-048-000

Document Date: NOV 29, 2023 Number of Pages: 3

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer is Representing:

Signer's Name:

- Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer is Representing:

Board of Supervisors Agenda Item Report

Submitting Department: Sheriff
Meeting Date: December 19, 2023

SUBJECT

Resolution of Off Highway Motor Vehicle Agreement

Recommendation:

Resolution of Off Highway Motor Vehicle Agreement

4/5 vote required:

No

Distribution Instructions:

Sheriff

ATTACHMENTS

- [Resolution Off Highway Vehicle.docx](#)
- [G23-03-50-L01 Draft Project Agreement.pdf](#)

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

IN THE MATTER OF:

RESOLUTION APPROVING THE APPLICANT TO APPLY) RESOLUTION NO. 23-0XX
FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA,)
DEPARTMENT OF PARKS AND RECREATION,)
OFF-HIGHWAY VEHICLE GRANT FUNDS)

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant’s Governing Body to certify by resolution the approval to receive grant funding from the Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction’s adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby:

1. Approves the receiving of grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this Project (as applicable); and
8. Appoints the (designated position) Jarret Benov, Undersheriff as agent to conduct all negotiations, execute and submit all documents including, but not limited to

applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the project.

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 19th day of December, 2023, by the following vote:

AYES:

NOES:

ABSENT:

Jeffrey Brown, Chairman, Board of Supervisors

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



State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION
GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G23-03-50-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Amador County Sheriff's Office

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM **10/01/2023** THROUGH **09/30/2024**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$12,827.00** (Twelve Thousand Eight Hundred Twenty Seven and 00/100)

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

- ATTACHMENT 1 - PROJECT COST ESTIMATE
- ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
AUTHORIZED NAME:	AUTHORIZED NAME: Jennifer Grady
TITLE:	TITLE: Grants Manager
DATE:	DATE:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
CONTRACT NUMBER: C32-35-068		SUPPLIER ID NUMBER: 0000002866		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62685	CHARGE AMOUNT: 12,827.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 12	ENY/STATUTE 2023	FISCAL YEAR: 2023/2024

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

N/A

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Amador County Sheriff's Office
Application: Law Enforcement**

APPLICANT NAME :	Amador County Sheriff's Office		
PROJECT TITLE :	Law Enforcement	PROJECT NUMBER (Division use only) :	G23-03-50-L01
PROJECT TYPE :	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
PROJECT DESCRIPTION :	The Project is to provide Off-Highway Vehicle (OHV) related Law Enforcement activities within the jurisdiction of the Amador County Sheriff's Office. The activities may include, but are not limited to Law Enforcement patrol, installation of signs, placement of barriers, creation of maps, and search and rescue. The Project may also provide for the purchase of Equipment, materials, and supplies as outlined in the Project Cost Estimate. Grantee must provide a minimum of twenty-five (25) percent of the total Project cost in matching funds.		

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
DIRECT EXPENSES						
Program Expenses						
1 Staff						
1. Staff-Staff-Deputies ATV Patrol in OHV Areas	276.000 0	58.000	HRS	16,008.00	12,006.00	4,002.00
2 Contracts						
3 Materials / Supplies						
4 Equipment Use Expenses						
5 Equipment Purchases						
6 Others						
Total Program Expenses				16,008.00	12,006.00	4,002.00
TOTAL DIRECT EXPENSES				16,008.00	12,006.00	4,002.00
INDIRECT EXPENSES						
Indirect Costs						
1 Indirect Costs						
1. Indirect Costs-Admin	12.0000	91.200	HRS	1,094.00	820.50	273.50

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023
Agency: Amador County Sheriff's Office
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
cost						
Total Indirect Costs				1,094.00	820.50	273.50
TOTAL INDIRECT EXPENSES				1,094.00	820.50	273.50
TOTAL EXPENDITURES				17,102.00	12,826.50	4,275.50

TOTAL PROJECT AWARD	12,827.00	
----------------------------	------------------	--

DRAFT

Project Agreement General Provisions (Nonfederal Applicants Only)

A. Definitions

1. The term "State" as used herein means the State of California, Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the Project described in Attachment 1 of this Agreement and in the Application.
4. The term "Application" as used herein means the individual Project Application and attachments required pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this Agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project Agreement and the terms and conditions set forth in this Agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. The State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State-approved development plans, specifications, and estimates or Force Account Schedule.

4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.
5. If the Project includes acquisition of real property, the cost of which is to be reimbursed with Grant moneys under this Agreement, the acquisition shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any

other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this Agreement.

6. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. The Grantee agrees to furnish the State with additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

The Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. The Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of the State might interfere with the operation of the Project.

C. Project Costs

1. The Grant moneys to be provided to the Grantee under this Agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this Agreement, whichever is less:
2. If the Project includes acquisition of real property, the State shall disburse to the Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this Agreement.

The State will disburse the amount of the State-approved purchase price together with State-approved costs of acquisition. Funds for acquisition shall only be released into an escrow account established for the acquisition.

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred-twenty (120) days after completion of the Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this Agreement available for inspection by the State upon request.
3. The Grantee may be provided advanced payments for Grants. The Grantee shall place such moneys in a separate interest-bearing account, if legally able to do so, setting up and identifying such account prior to the advance. Interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred-twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State-approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

4. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
5. The Grantee will provide and maintain a sign on the Project site that identifies the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).

6. Equipment must be used solely for OHV-related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes, and that portion is not part of the total project cost.

E. Project Termination

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement this Agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder and reimbursement to the State of any Grant moneys already provided to the Grantee. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate or remedy.
3. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this Agreement is the operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement.
4. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this Agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this Agreement.

F. Hold Harmless

1. The Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents and employees.
2. The Grantee shall protect, indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of the State, its officers, or employees.
3. In the event the State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain for inspection all financial accounts, documents, and records for three (3) years from the expiration date of the Project Agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years is completed, a report published and any Audit findings are resolved and/or payment or other correction made with regard to any Audit findings contained in the final Audit report.
2. During regular office hours each party hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.

H. Use of Facilities

1. The Grantee shall, without cost to the State, except as may be otherwise provided in this Agreement or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this Agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other applicable provisions of law.
2. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Agreement as though set forth in full in this Agreement.

K. Severability

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Governing Law

1. This Agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this Agreement shall take place in the county wherein the Project funded by this Agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.
2. The Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.

Board of Supervisors Agenda Item Report

Submitting Department: Administration

Meeting Date: December 19, 2023

SUBJECT

Budget Transfer from Contingencies to the Promotions Department to support the Film Commission in FY 23/24 per Board decision on December 5, 2023.

Recommendation:

Approve

4/5 vote required:

Yes

Distribution Instructions:

Auditor and Budget Analyst

ATTACHMENTS

- [BOS Memo - Budget Transfer 7899 to Dept 1910_12.07.23.pdf](#)
- [BT 7899 to 1910_12.07.23.pdf](#)



**AMADOR COUNTY
ADMINISTRATIVE AGENCY**

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

MEMORANDUM

TO: Board of Supervisors
FROM: Kim Holland, Budget Analyst
DATE: December 7, 2023
SUBJECT: FY 23/24 Budget Transfer Request from Contingency Fund

Background: On December 5, 2023, the Board approved funding of \$3,000 for the Film Commission in FY 23/24 to be drawn from Contingencies. Funding of the Film Commission in future years will be determined during the budget process.

Recommendation: Approve the Budget Transfer from Contingencies to 1910-54111.

Alternatives: N/A

Fiscal or Staffing Impacts: N/A

4/5ths vote: Yes

Attachments: Budget Transfer Request form

BUDGET TRANSFER REQUEST

OR (CHECK ONLY ONE)

BUDGET INCREASE REQUEST

DATE: 12/07/2023

REQUESTED BY: Kim Holland, Budget Analyst

DEPARTMENT: 1910

APPROVED BY:

ADMINISTRATIVE OFFICER: _____

Date: _____

ADMINISTRATIVE COMMITTEE: _____

Date: _____

BOARD OF SUPERVISORS: _____

Date: _____

AUDITOR/CONTROLLER: _____

Date: _____

Journal No.: _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT #	ACCOUNT #	INCREASE \$	DECREASE \$	FUND/DEPT #	REVENUE #	INCREASE \$	DECREASE \$
1910	54111	3,000.00					
7899	59500		3,000.00				

REASON FOR THE REQUEST:

Budget transfer is to complete the 12/5/23 Board approved funding of the Film Commission. Funding for FY 23/24 to be drawn from Contingencies with future funding to be determined during the budget process.

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

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 19, 2023

SUBJECT

Treasurer/Tax Collector: Resolution declaring unclaimed monies held in the County Treasury to be the property of the County of Amador and transferring said unclaimed amounts to the County General Fund.

Recommendation:

Approval

4/5 vote required:

No

Distribution Instructions:

Pam Matthews, Treasurer/Tax Collector, Budget Director, Auditor

ATTACHMENTS

- [RES 23-XXX Unclaimed Monies.doc](#)

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

IN THE MATTER OF:

RESOLUTION DECLARING UNCLAIMED)	
MONIES HELD IN THE COUNTY TREASURY)	
TO BE THE PROPERTY OF THE COUNTY)	RESOLUTION NO. 23-
OF AMADOR AND TRANSFERRING SAID)	
UNCLAIMED AMOUNTS TO THE COUNTY)	
GENERAL FUND)	

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that

WHEREAS, there is currently on deposit with the County Treasurer of the County of Amador, in funds entitled "Tax Collector Trust (20TC4510)", the sum of \$3,502.00, which has remained unclaimed in the County Treasury of the County of Amador, for more than three (3) years, and said monies were received from the Amador County Tax Collector's Office; and,

WHEREAS, the County Treasurer has caused appropriate notice to be published, in the form and manner provided for in Sections 50050 and 50051 of the Government Code of the State of California, in the Amador Ledger Dispatch, relating to such monies; and,

WHEREAS, after due diligence, there remains \$3,502.00 in said funds after claims were made on said monies, and it is necessary and desirable to provide for the escheatment of said monies to the County of Amador pursuant to Section 50050 et seq. of the Government Code; and,

WHEREAS the unclaimed monies in the amount of \$3,502.00 have become the property of the County of Amador, and this Board of Supervisors desires to transfer said monies from the above-referenced funds to the General Fund of the County;

NOW THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Amador, State of California, that

- 1) The unclaimed monies totaling \$3,502.00 on deposit with the County Treasurer of the County of Amador, more particularly described in EXHIBIT "A" attached hereto, shall be and hereby are declared to be the property of the County of Amador; and,
- 2) That the unclaimed monies totaling \$3,502.00 as so described shall be transferred by the Amador County Auditor into the General Fund of the County as unanticipated revenue.

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 _____ day of December 2023, by the following vote:

AYES:

NOES:

ABSENT:

Chairman, Board of Supervisors

ATTEST:

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

(RESOLUTION NO. 23-)

RESOL.UNCL MONIES

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: December 19, 2023

SUBJECT

Public Health Department: Approve the addition of a Public Health Program Coordinator position and the Budget Transfer Request to allocate the funding of the previously approved Future of Public Health Grant. This grant will fund this position and equipment for community events.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, Human Resources and Public Health

ATTACHMENTS

- [Memo- _Public_Health_Program_Coordinator_add_position.doc](#)
- [Budget Transfer Request PH 11.21.23.pdf](#)



AMADOR COUNTY

HUMAN RESOURCES DEPARTMENT

• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (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: December 11, 2023

SUBJECT: Agenda Item for December 19, 2023 Board Consent Agenda
Budget Transfer/Additional Public Health Program Coordinator Position

Joanne Hasson, the Public Health Director, has submitted a Budget Transfer Request to increase the Public Health Department budget \$320,936.00. This increase is to accommodate the increase in funds for the Future of Public Health Grant. With this additional funding, she is requesting to purchase an inflatable movie screen and projector for community events and to add an additional Public Health Program Coordinator position (Range 2844 Step A \$33.02- Step E \$40.14). This additional position will be working with various Public Health programs including Foster Care, Home Visiting, and performing County Medi-Cal administrative activities.

Please approve the Budget Transfer Request from the Public Health Director for \$320,936.00 to include the Future of Public Health funds and approve adding one additional Public Health Program Coordinator position.

If the Board does not approve the Budget Transfer Request and additional Public Health Program Coordinator position, current staffing levels will not meet the departments and community's needs nor will the Future of Public Health Grant funding be allocated correctly.

BUDGET TRANSFER REQUEST

DATE: 11/21/23

REQUESTED BY: Joanne Hasson  DEPARTMENT: Public Health

APPROVED BY ADMINISTRATIVE OFFICER: _____ DATE: _____

APPROVED BY ADMINISTRATIVE COMMITTEE: _____ DATE: _____

APPROVED BY BOARD OF SUPERVISORS: _____ DATE: _____

APPROVED BY AUDITOR/CONTROLLER: _____ DATE: _____

JOURNAL ENTRY NO. _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT #	ACCOUNT #	INCREASE \$	DECREASE \$	DEPT/FUND #	REVENUE #	INCREASE \$	DECREASE \$
4000	50100	\$130,975		4000/101180	45240	\$320,936	
4000	52300	\$127,000					
4000	52200	\$1,000					
4000	52700	\$15,602					
4000	52910	\$28,000					
4000	52800	\$6,859					
4000	56200	\$11,500					
4000							
4000							
4000							

REASON FOR THE REQUEST:

These funds are part of the previously approved Future of Public Health Grant for funding that was approved but not yet received. This budget increase is to accommodate the increase funds for this grant in accordance with the grant budget. Fixed Asset is for a Inflatable movie screen and projector full set-up for community events and is approved in the grant for purchase.

PLEASE NOTE:

TRANSFERS BETWEEN OBJECTS – SALARIES & BENEFITS TO SERVICES & SUPPLIES - BOARD OF SUPERVISORS APPROVAL

TRANSFERS WITHIN OBJECTS – OFFICE EXPENSE TO TRAVEL – COUNTY ADMINISTRATOR APPROVAL

FIXED ASSETS – BOARD OF SUPERVISORS APPROVAL

TOTAL DOLLARS BUDGET INCREASE – BOARD OF SUPERVISORS APPROVAL

Board of Supervisors Agenda Item Report

Submitting Department: Assessor

Meeting Date: December 19, 2023

SUBJECT

Assessor Roll Corrections - approval of roll correction for P19 base year value transfer being decreased over \$150,000.

Recommendation:

Approve

4/5 vote required:

Yes

Distribution Instructions:

Assessor Auditor

ATTACHMENTS

- [OBRIEN & FERDANI.pdf](#)

County of **AMADOR**
ASSESSOR ROLL CORRECTION

Asmt	030-530-057-000	Tax Year	2022	R/C #	A0384	Roll Type	S	Fee Parcel	030-530-057-000	Originating Asmt	030-530-057-000	From TRA	052-086	New TRA	052-086
R&T 1	51	R&T 2				Taxroll Asmt Only	N	Value History	Y			Taxability Code			

Roll Value	New Value	Sup From Net	Sup To Net	Supl Change
Land	177,480			
Structure	470,000			
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX	7,000			
Other Exemptions				
CODE	Net Change			-188,535

Owner
OBRIEN FAMILY TRUST
OBRIEN COLIN P & ANIKA C CO-TRUSTEES
18635 MOUNTAIN VIEW DR
PINE GROVE CA 95665-9410

Mailing Address

Situs
18635 MOUNTAIN VIEW DR
PINE GROVE CA

Bill
Comments
PROP 19 BASE YEAR VALUE TRANSFER
7/1/22 - 6/30/23

Supl Info

10 % PP Penalty N

Restricted N

Timber Preserve N

5151 Interest N

506 Interest N

Event From/Thru Dates

Ownership From/Thru Dates

506/5151 From/Thru Dates
 From 1 Thru

TaxBill Days

R/C Date Dec 5, 2023

Created By TM

Print R/C Wks C

Print R/C Letter C

R/C Completed C

Appraiser Initials Date

Supv Appr Initials Date

Chief Appr Initials Date

Asmt Clerk Initials Date

Off Mgr Initials Date

Assessor Signature Date

Auditor Signature Date

County Counsel Signature Date

**County of AMADOR
ASSESSOR ROLL CORRECTION**

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
030-530-057-000	2023	A0385	S	030-530-057-000	030-530-057-000	052-086	052-086
R&T 1	51	R&T 2	N	<input type="checkbox"/> Y Value History		Taxability Code	000

Roll Value	New Value	Sup From Net	Sup To Net	Suppl Info
Land	163,200	181,030		10 % PP Penalty <input type="checkbox"/> N
Structure	479,400	269,265		Restricted <input type="checkbox"/> N
Growing				Timber Preserve <input type="checkbox"/> N
PP MH				5151 Interest <input type="checkbox"/> N
Fixtures R/P				506 Interest <input type="checkbox"/> N
Fixtures				
Personal Property				
HOX	7,000	7,000		Event From/Thru Dates From 1 <input type="text"/> Thru <input type="text"/>
Other Exemptions				Ownership From/Thru Dates From 2 <input type="text"/> Thru <input type="text"/>
CODE	Net Change	-192,305		506/5151 From/Thru Dates From 1 <input type="text"/> Thru <input type="text"/>

TaxBill Days	Print R/C Wks	C
R/C Date	Print R/C Letter	C
Created By	R/C Completed	C
Dec 5, 2023		
TM		

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

Owner	Situs	County Counsel
O'BRIEN FAMILY TRUST	18635 MOUNTAIN VIEW DR	Signature
O'BRIEN COLIN P & ANIKA C CO-TRUSTEES	PINE GROVE CA	Date
18635 MOUNTAIN VIEW DR		
PINE GROVE CA 95665-9410		
Bill	Comments	
	PROP 19 BASE YEAR VALUE TRANSFER	
	07/1/23 - 6/30/24	

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt 990-044-376-000	Tax Year 2021	R/C # A0383	Roll Type E	Fee Parcel 030-530-057-000	Originating Asmt 030-530-057-000	From TRA 052-086	New TRA 052-086
R&T 1 51	R&T 2		Taxroll Asmt Only N	Y	Value History	Taxability Code	000

Roll Value	New Value	Sup From Net	Sup To Net
Land	177,480	70,671	88,151
Structure	263,985	75,468	-130,547
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property			
HOX			
Other Exemptions			
CODE	Net Change	Supl Change	Supl Change
	-188,535	-188,535	-188,535

Owner OBRIEN COLIN & EICHER-OBRIEN ANIKA CLAIRE
Mailing Address 18635 MOUNTAIN VIEW DR
PINE GROVE CA 95665-9410

Situs 18635 MOUNTAIN VIEW DR
PINE GROVE CA

Bill Comments PROP 19 BASE YEAR VALUE TRANSFER
7/30/21 - 6/30/22

Supl Info

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

Event From/Thru Dates
Jul 30, 2021 Jul 30, 2021

Ownership From/Thru Dates
Jul 30, 21 Jun 30, 22

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

TaxBill Days 336
R/C Date Dec 5, 2023
Created By TM

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

Appraiser Initials Date
Supv Appr Initials Date
Chief Appr Initials Date

Asmt Clerk Initials Date
Off Mgr Initials Date

Assessor Signature Date Auditor Signature Date County Counsel Signature Date

County of **AMADOR**
ASSESSOR ROLL CORRECTION

Asmt	995-026-625-000	Tax Year	2022	R/C #	A0378	Roll Type	C	Fee Parcel	015-530-031-000	Originating Asmt	015-530-031-000	From TRA	052-086	New TRA	052-086
R&T 1	51	R&T 2		Taxroll Asmt Only	N	Value History	Y	Taxability Code	000						

Roll Value	New Value	Sup From Net	Sup To Net
Land	236,514	245,000	8,486
Structure	650,000	405,935	231,935
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property			
HOX			
Other Exemptions			
CODE	Net Change	-235,579	Supl Change
			-235,579

Owner **FERDANI MARTIN R & ANITA A**
Mailing Address **288 EDGEBROOK DR**
IONE CA 95640

Situs **16990 DAPPLE CT**
PINE GROVE CA

Bill Comments **Prop 19 Base Year Value Transfer**

Supl Info

10 % PP Penalty	N	Event From/Thru Dates	Mar 20, 2023
Restricted	N	Ownership From/Thru Dates	Mar 20, 23
Timber Preserve	N	506/5151 From/Thru Dates	From 1 Thru
5151 Interest	N		
506 Interest	N		

TaxBill Days: 103
R/C Date: Dec 5, 2023
Created By: tm

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

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

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

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

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt 996-026-625-000	Tax Year 2023	R/C # A0379	Roll Type C	Fee Parcel 015-530-031-000	Originating Asmt 015-530-031-000	From TRA 052-086	New TRA 052-086
R&T 1 51	R&T 2			<input type="checkbox"/> Y Value History		Taxability Code 000	

Roll Value	New Value	Sup From Net	Sup To Net
Land	241,244	245,000	3,756
Structure	675,800	405,935	-45,865
Growing			
PP MH			
Fixtures R/P			
Fixtures			
Personal Property			
HOX			
Other Exemptions			
CODE	Net Change	-266,109	Supl Change
			-266,109

Owner FERDANI MARTIN R & ANITA A
Mailing Address 288 EDGEBROOK DR
IONE CA 95640

Situs 16990 DAPPLE CT
PINE GROVE CA

Bill Comments Prop 19 Base Year Value Transfer

Supl Info

<input type="checkbox"/> N 10 % PP Penalty	<input type="checkbox"/> Mar 20, 2023	<input type="checkbox"/> Mar 20, 2023
<input type="checkbox"/> N Restricted		
<input type="checkbox"/> N Timber Preserve		
<input type="checkbox"/> N 5151 Interest	<input type="checkbox"/> Jul 1, 23	<input type="checkbox"/> Jun 30, 24
<input type="checkbox"/> N 506 Interest		

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

TaxBill Days	366	Print R/C Wks	C
R/C Date	Dec 5, 2023	Print R/C Letter	C
Created By	TM	R/C Completed	C

Appraiser Initials Date
Supv Appr Initials Date
Chief Appr Initials Date

Asmt Clerk Initials Date
Off Mgr Initials Date

Assessor Signature Date Auditor Signature Date County Counsel Signature Date

Board of Supervisors Agenda Item Report

Submitting Department: Building
Meeting Date: December 19, 2023

SUBJECT

BUILDING DEPARTMENT: AGREEMENT TO LIMIT USE OF AGRICULTURAL STRUCTURE FOR AG234657 - ALDEA

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 THE AGREEMENT IS SIGNED, RETURN TO THE BUILDING DEPARTMENT WITH CERTIFIED RESOLUTION AND ACKNOWLEDGMENT OF THE CHAIRPERSON'S SIGNATURE.

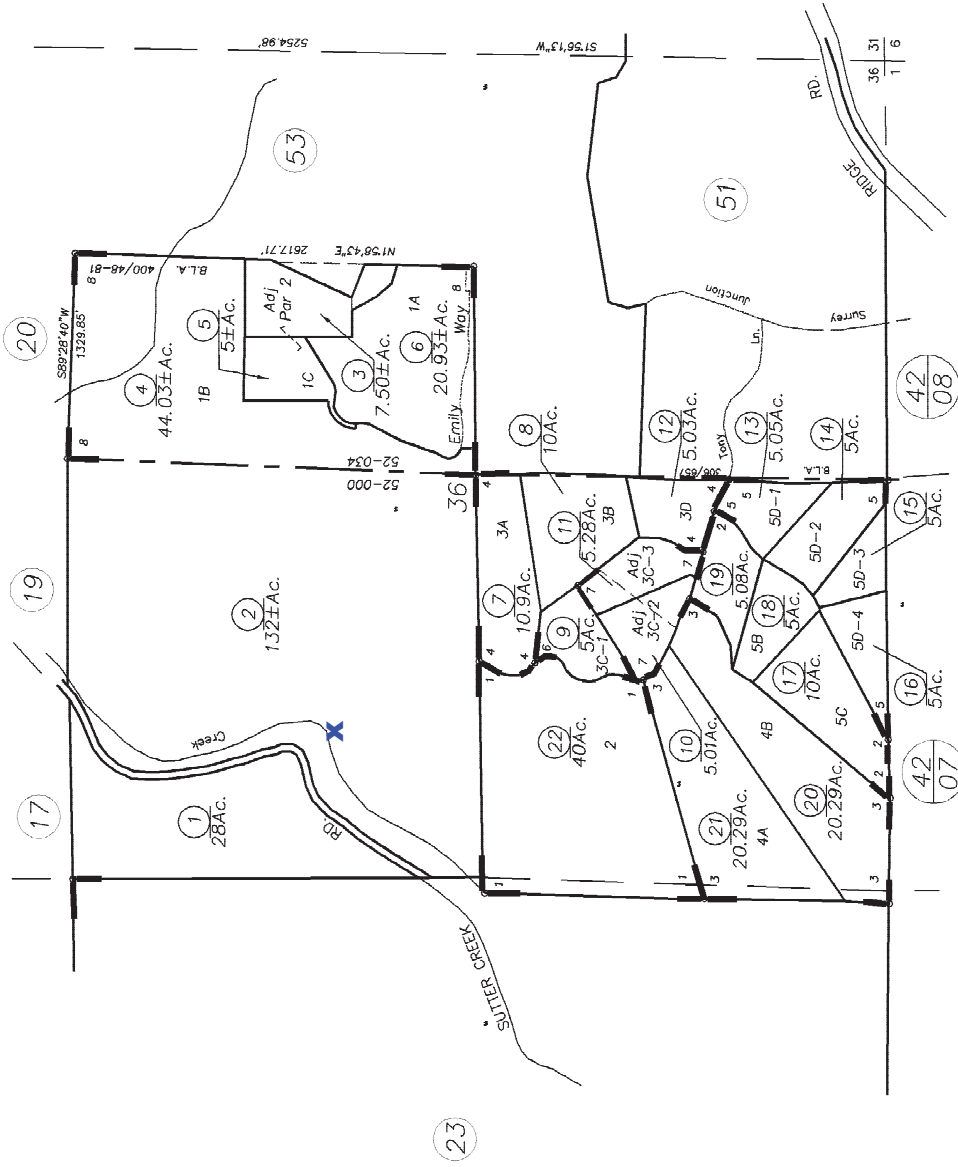
ATTACHMENTS

- [AG234657.APN Map.12.11.2023.pdf](#)
- [AG234657.Notarized Agreement.12.11.2023.pdf](#)
- [AG234657.Resolution.12.11.2023.docx](#)

IMPORTANT NOTE: This map was prepared for property tax assessment purposes only. It is assumed that the property, as described in it's deed, is the property being assessed. No liability is assumed for the accuracy of the data delineated hereon.

Map changes become effective with the 2006-2007 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.

AG234657
Aldea
015-540-002-000



- 1- R.M.Bk.27, Pg.98
- 2- R.M.Bk.29, Pg.26
- 3- P.M.Bk.29, Pg.52
- 4- P.M.Bk.30, Pg.3
- 5- P.M.Bk.30, Pg.39
- 6- P.M.Bk.35, Pg.86
- 7- R.M.Bk.54, Pg.75 (8/7/2002)
- 8- R.M.Bk.55, Pg.49 (5/13/2003)
- 9- R.M.Bk.57, Pg.58 (2/25/2005)
- 10- P.M.Bk.58, Pg.15 (8/29/2005)

Assessor's Map Bk.15, Pg.54
 County of Amador, Calif.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Amador County Building Department
810 Court Street
Jackson, CA 95642

APN: 015-540-002-000

Site Address:

16400 Sutter Creek Rd,
Sutter Creek, CA 95685

Agricultural Building Permit Exemption

No: AG234657

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

AGREEMENT TO LIMIT USES OF AGRICULTURAL STRUCTURE

This Agreement is entered into as of December 19, 2023 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Ionita Claudiu Aldea, CEO of Aldea Homes, Inc. a California Corporation.

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:

All that portion of the Northwest $\frac{1}{4}$ of Section 36, Township 7 North, Range 11 East, M.D.B. & M., lying South of the County Road leading from the City of Sutter Creek to the Town of Volcano.

APN: 015-540-002-000

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

3. Additional Obligations of Owner.

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

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

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

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

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

5. Covenant Running with the Land. Owner agrees that the restrictions and obligations of Owner set forth in this Agreement shall be perpetual and run with the land, binding future owners of the

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

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

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

SEE ATTACHED
NOTARY CERTIFICATE

COUNTY:

OWNER: ALDEA HOMES, INC. A
CALIFORNIA CORPORATION

BY: _____
Jeff Brown
Chair, Board of Supervisors

BY: _____
Ionita Claudiu Aldea, CEO of Aldea
Homes, Inc. a California Corporation

Date Signed: 12/9/23

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

[PARTY SIGNATURES MUST BE ACKNOWLEDGED]

ACKNOWLEDGMENT

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

State of California
County of Placer

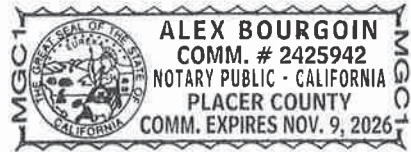
On 12/09/2023 before me, Alex Bourgoïn, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Alex Bourgoïn (Seal)



Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
BUILDING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING RECORDATION OF)
AGREEMENT TO LIMIT USES OF AGRICULTURAL) RESOLUTION NO. 23-xxxx
STRUCTURE – IONITA CLAUDIU ALDEA)

WHEREAS Ionita Claudiu Aldea (“Owner”) desires to construct an agricultural structure on his/her/their Property and have applied for an Agricultural Building Permit Exemption; and

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

WHEREAS, an Agreement to limit uses of the agricultural structure for AG234657 is required by Amador County Code Chapter 15.04.040 and was authorized by the Board of Supervisors at their December 19, 2023 meeting; and

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

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby approve the Agreement to limit uses of an exempt agricultural structure for Building Permit Number AG234657 by and between the County of Amador and Ionita Claudiu Aldea on the terms and conditions contained therein as it relates to Building Permit Number AG234657

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 December 19, 2023 by the following vote:

AYES:

NOES:

ABSENT:

Jeffrey Brown
Chair, Board of Supervisors

ATTEST:

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

By: _____

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 19, 2023

SUBJECT

Resolution Approving Authorized Officials for Grant Funding through the Federal Department of Homeland Security.

Recommendation:

Request the Chairman's signature for Board of Supervisors to approve a resolution naming the following persons as Authorized Officials authorized to execute applications and documents for financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California, for FY 2022, FY 2023, and FY 2023.

4/5 vote required:

No

Distribution Instructions:

Scan to ACSO, File, Auditor-Controller

ATTACHMENTS

- [Resolution Homeland Security Grants.doc](#)

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

IN THE MATTER OF:

RESOLUTION APPROVING INDIVIDUALS AS) RESOLUTION NO.
AUTHORIZED OFFICIALS FOR GRANT FUNDING)
THROUGH THE FEDERAL DEPARTMENT OF)
HOMELAND SECURITY AND SUB-GRANTED)
THROUGH THE STATE OF CALIFORNIA)

WHEREAS, Amador County through the Office of Emergency Services has applied for financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California; and

WHEREAS, the State of California, Governor’s Office of Emergency Services requires the designation of authorized officials of execute documents; and

WHEREAS, the Amador County Board of Supervisors has mandated that agreements for grant monies be signed by the Chairman of said Board of Supervisors; and

WHEREAS, applications, reports and reimbursement claims sent to the State of California for program reimbursement may be signed by other individuals holding designated position titles as listed below.

THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Amador that the individuals holding the position titles as listed below, are hereby designated as Authorized Officials and are authorized to execute for and on behalf of the County of Amador, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California.

Jarret Benov	<u>Undersheriff</u>
Charles Iley	<u>County Administrative Officer</u>
Tacy Oneto-Rouen	<u>Auditor-Controller</u>

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 19th day of December 2023, by the following vote:

AYES:
NOES:
ABSENT:

Jeffrey Brown, Chairman, Board of Supervisors

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

(RESOLUTION NO. 23-00X)

(12/19/2023)

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: December 19, 2023

SUBJECT

General Services Administration ITB 23-28 Amador County Sheriff's Office Second Floor Carpet Replacement

Recommendation:

1) Award Invitation to Bid ITB 23-28 Amador County Sheriff's Office Second Floor Carpet Replacement in the amount not to exceed \$10,343.00 to Harold W. Thompson, located in Stockton, CA and; 2) Authorize the Board Chair to sign the Construction Contract based upon the standard sample contract (attached) contingent upon County Counsel and the GSA Director's approval and; 3) Authorize the GSA Director to accept final completion of the work and record a Notice of Completion.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins - GSA, Tacy Oneto Rouen - Auditor

ATTACHMENTS

- [ITB 23-28 Project Approval Board Memo 12.7.23.pdf](#)
- [ITB 23-28 Bid Receipt Log_12.7.23.pdf](#)
- [ITB 23-28 Evaluation of Bids 12.7.23.pdf](#)
- [ITB 23-28 Sample Contract 12.7.23.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
E-MAIL: facilities@amadorgov.org
VOICE: 209-223-6370



MEMORANDUM

TO: Board of Supervisors
FROM: Mark Olivarria, Facilities & Projects Manager
DATE: December 11, 2023
SUBJECT: ITB 23-28 Amador County Sheriff's Office Second Floor Carpet Replacement

Bids for ITB 23-28 Amador County Sheriff's Office Second Floor Carpet Replacement were opened and read publicly on Thursday December 7, 2023, at 1:30 PM. See attached Bid Receipt Log.

Analysis: Three Bids were received. The Base bid submitted by the lowest bidder, Harold W. Thompson Inc., located in Stockton, CA was for \$10,343.00. Bids were evaluated by Purchasing and myself, and found all three bids to be responsive; see attached bid evaluation sheet. In addition to our legal ads, 14 licensed local contractors were contacted and 117 notifications were emailed via Public Purchase.

Alternatives: None recommended.

Fiscal Impact or Staffing Impacts: Sheriff's Department will pay for project using 2210-52845, Special Departmental Expense. No impact on staffing.

4/5ths vote: N/A

Recommendation: 1) Award Invitation to Bid ITB 23-28 Amador County Sheriff's Office Second Floor Carpet Replacement in the amount not to exceed \$10,343.00 to Harold W. Thompson, located in Stockton, CA and; 2) Authorize the Board Chair to sign the Construction Contract based upon the standard sample contract (attached) contingent upon County Counsel and the GSA Director's approval and; 3) Authorize the GSA Director to accept final completion of the work and record a Notice of Completion.

Cc: Chuck Iley, CAO
Greg Gillott, County Counsel
Jon Hopkins, Director of GSA
file

Attachments: Bid/RFP Receipt Log
Bid Evaluation
Sample Contract

GENERAL SERVICES ADMINISTRATION

Purchasing Division

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

LOCATION: 12200-B Airport Road, Martell, CA 95654

PHONE: (209) 223-6375 FAX: (209) 223-0749



BID/REQUEST FOR PROPOSAL RECEIPT LOG

Bid/RFP Solicitation No. ITB 23-28

Project Title: Sheriff's Office Carpet Removal & Installation

BID/RFP DUE DATE: 12/07/2023

DUE TIME: 1:30 PM

FACILITATOR: GSA/ACSO

LOCATION: 12200-B Airport Road, Martell, CA 95654

No.	Vendor Information	Amount
1	Vendor Name: <u>D3D Floors</u> City/State: <u>Sacramento, CA</u> Date/Time Received: <u>12-4-23 @ 2:55 pm</u> Received By: <u>SK</u>	Base Bid \$ <u>12,835.00</u> Alternate Bid A \$ <u>11,683.00</u>
2	Vendor Name: <u>Universal Flooring</u> City/State: <u>Sacramento, CA</u> Date/Time Received: <u>12-7-23 @ 12:28 pm</u> Received By: <u>DW</u>	Base Bid \$ <u>14,700.00</u> Alternate Bid A \$ <u>13,400.00</u>
3	Vendor Name: <u>Harold W. Thompson</u> City/State: <u>Stockton, CA</u> Date/Time Received: <u>12-7-23 @ 12:58 pm</u> Received By: <u>DW</u>	Base Bid \$ <u>10,343.00</u> Alternate Bid A \$ <u>9303.00</u>
4	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	Base Bid \$ _____ Alternate Bid A \$ _____

BID EVALUATION

Bid Division: General Services Project Name: Amador County Sheriff Office Second Floor Carpet Replacement Bid No.: ITB 23-28			
Note: Unless otherwise noted below, all bid packages were sealed and delivered to GSA in Martell at or before 1:30 PM on December 7, 2023			
Apparent Low Bidder: Harold W. Thompson Inc.			
Bidder Name	D & D Floors	Universal Flooring Inc.	Harold W. Thompson inc.
Base Bid Price (As submitted)	\$12,835.00	\$14,700.00	\$10,343.00
Alternate A Bid Price (As submitted)	\$11,683.00	\$13,400.00	\$9,303.00
Base Bid Price (As confirmed by staff)	\$12,835.00	\$14,700.00	\$10,343.00
Alternate A Bid Price (As confirmed by staff)	\$11,683.00	\$13,400.00	\$9,303.00
Attended Mandatory Conference	✓	✓	✓
Copy of Contractors License	✓	✓	✓
Cashier's or certified check payable to County, or bid bond	✓	✓	✓
Bid Form Complete / Consistent	✓	✓	✓
Exceptions to Bid Conditions and/or Specifications	1	✓	✓
Bidders Acknowledgement Form	✓	✓	✓
Reference Form	✓	✓	✓
Contact information Form	✓	✓	✓
Guaranty	✓	✓	✓
Subcontractor Listing Form	✓	✓	✓
Minimum Wage Rate Certification	✓	✓	✓
Bidder's Declaration	✓	✓	✓
Non-Collusion Affidavit (notarized per Public Contract Code Sec.7106)	✓	✓	✓
Declaration Re: Disqualification, Removal, or Prevention from Bidding.	✓	✓	✓
Public Contract Code 10232 Statement	✓	2	✓
Public Contract Code Section 10162 Questionnaire	✓	✓	✓
✓ Submitted and Acceptable			
Notes: Information reviewed by Facilities and Projects Manager			

Note #1
Note #2

Missing
No signature

Checked by M.O.
Checked by M.O.

SAMPLE CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (this “Contract”) is made this _____ day of December, 2023, by and between Harold W. Thompson Inc. (“Contractor”), whose place of business is located at 2580 Teepee Drive, Suite B, Stockton, CA; and the County of Amador, a political subdivision of the State of California (“County”).

WHEREAS, County awarded to Contractor the following contract:

Bid No.: **23-28**
Job Title: **Amador County Sheriff’s Office Second Floor Carpet Replacement**

NOW THEREFOR, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article I. The Work

- 1.1 Contractor shall provide, furnish and perform all necessary permitting and support services, construction, clean-up, and all other services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by County, if any) and all necessary supervision, labor, and services required for the complete construction and all necessary installation, start-up and testing required for **Amador County Sheriff’s Office Second Floor Carpet Replacement, Jackson, California**, as more particularly described in the Contract Documents (hereinafter, the all-inclusive obligations of Contractor set forth in this sentence shall be referred to as the “Work”). The Work shall be done and the materials furnished in accordance with the Plans, Drawings and Specifications (defined below).
- 1.2 Contractor has reviewed the Plans, Drawings and Specifications and represents that:
 - a. If the Work is performed in accordance therewith, the Work shall have been constructed in accordance with all applicable state, county, and municipal laws, codes, and regulations, including but not limited to, all applicable building codes; and
 - b. The Plans, Drawings and Specifications are sufficiently complete and detailed to permit Contractor to perform the entire Work on the basis of the Plans, Drawings and Specifications and matters reasonably inferable therefrom for the Guaranteed Maximum Price (defined below).
- 1.3 If at any time during the process of the Work County desires to add to, alter, deviate from, or make omissions from the work to be performed under the Drawings and Specifications, County shall be at liberty to do so and the same shall in no way affect or make void this Contract. Any such alterations, deviations, or omissions that decrease the cost of the Work shall be evaluated on a lump-sum basis and this amount shall be deducted from the Guaranteed Maximum Price. Any such additions, alterations, deviations, or omissions that increase the cost of the Work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of that portion of the Work, and the amount thereof shall be added to the Guaranteed Maximum Price. Any increase or decrease in Contract Time due to such additions, alterations, deviations, or omissions shall be added to or subtracted from the Completion Date (defined below). This Contract shall be held to be completed when the Work is finished in accordance with the original Plans, Drawings and Specifications, as amended by such changes.

Article II. Contract Time

- 2.1 Contractor shall begin the Work within **TEN (10)** working days after receipt of a Notice to Proceed from County's Project Manager, and shall diligently prosecute the Work to completion in strict accordance with Contract Documents.
- 2.2 Contractor shall carry out the Work at all times with the greatest possible dispatch and complete the entire Work under this Contract within **Four (4)** working days (the "Completion Date"). If Contractor fails to complete the Work by the Completion Date, then Contractor shall pay to County the cash sum of **\$100.00** per day for each day beyond the Completion Date that the work remains uncompleted.

Article III. Contract Price

- 3.1 County shall pay Contractor for performance of the Work the maximum lump sum of **\$ 10,343.00**, subject to additions and deductions as provided in this Contract. Such fixed lump sum is referred to as "Guaranteed Maximum Price" or "GMP" and shall constitute the Contract Price.
- 3.2 The Contract Price is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Contract; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities. No payment at premium rates for overtime, Sunday, or holiday work shall be included in Contractor's bills to County unless specifically authorized in advance in writing by County.
- 3.3 Progress payments on account of the GMP shall be made as follows:
 - a. County shall make progress payments approximately every thirty days as the work proceeds, on estimates made by County of the percentage of the Work accomplished that meets the standards of quality established under the Contract, as approved by the Project Manager.
 - b. Before the first progress payment, Contractor shall furnish, in such detail as requested by the Project Manager, a breakdown of the GMP showing the amount for each principal category of the work, in order to provide a basis for determining progress payments. The breakdown shall be approved by the Project Manager. If the contract covers more than one project, Contractor shall furnish a separate breakdown for each.
 - c. County shall retain five (5) percent of the amount of progress payments until completion and acceptance of all work under the Contract.
 - d. All material and work covered by progress payments made shall, at the time of payment become the sole property of County, but this shall not be construed as (1) relieving Contractor from the sole responsibility for all material and work upon which payments have been made or the

restoration of any damaged work; or (2) waiving the right of County to require the fulfillment of all of the terms of the Contract.

- e. County shall make the final payment to Contractor under this Contract after (1) completion and final acceptance of all Work, and (2) presentation of release of all claims against County arising by virtue of this Contract, other than claims, in stated amounts, that Contractor has specifically excepted from the operation of the release.
- f. Prior to making any payment, the Project Manager may require Contractor to furnish lien releases, receipts or other evidence of payment from all persons performing work and supplying material to Contractor.

3.4 Pursuant to Public Contract Code section 22300, at the request and expense of Contractor, securities equivalent to the amount withheld may be deposited by Contractor with the County, State Treasurer or with a state or federally chartered bank as the escrow agent, who shall release such securities to Contractor upon satisfactory completion of the Contract. Alternatively, Contractor may request, pursuant to Public Contract Code section 22300, that payment of retentions be made directly to the escrow agent. Contractor shall receive the interest earned on the investments upon the same terms provided for in section 22300 for securities deposited by the Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from the County.

Article IV. Project Manager

The Project Manager shall be County's **General Services Director** or his or her designee. The Project Manager shall have the authority to stop work immediately on the job if hazardous or detrimental conditions are suspected, and shall represent County in all matters pertaining to this Contract except where approval by the Board of Supervisors is specifically required.

Article V. Contractor's Representations and Warranties

In order to induce County to enter into this Contract, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the sites and has examined thoroughly and understood the nature and extent of the Work, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has considered the physical conditions at or contiguous to the sites or otherwise that may affect the cost, progress, performance or furnishing of the Work, as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents.

Article VI. Contract Documents

6.1 The Contract Documents comprise the entire agreement between County and Contractor concerning the Work, and consist of the following, each of which is on file in the office of the **General Services**

Administration. All Contract Documents relating to this project are hereby made a part of and incorporated herein by reference into this Contract. The Contract Documents include:

- a. Invitation to Bid No. **23-28**.
- b. Construction Contract.
- c. Agreement and Release of Claims - Attachment A.
- d. Unconditional Waiver and Release Upon Progress Payment - Attachment B1.
- e. Unconditional Waiver and Release Upon Final Payment - Attachment B2.
- f. Conditional Waiver and Release Upon Progress Payment - Attachment B3.
- g. Conditional Waiver and Release Upon Final Payment - Attachment B4.
- h. Reduction of Stop Notice - Attachment B5.
- i. Release of Stop Notice - Attachment B6.
- j. The following plans, drawings or specifications pertaining to the Work (described herein as the "Plans, Drawings and Specifications"):

Amador County Sheriff's Office 2nd Floor Drawings
Division 1 General Requirements Summary of Work Section 01010
Division 9 Tile Carpeting Section 096813
Division 9 Sheet Carpeting Section 096816

- k. Construction Performance Bond – Attachment D.
- l. Construction Labor and Material Payment Bond - Attachment E.

6.2 There are no Contract Documents other than those listed above in this Article VI. The Contract Documents may only be amended, modified or supplemented by the Board of Supervisors.

Article VII. Warranty of the Work

All Work that is unsatisfactory to County in County's reasonable judgment shall be immediately repaired, removed, and replaced with Work of a quality approved by County, without additional compensation to Contractor. Contractor guarantees that the Work will be free from faulty materials or workmanship. Upon receiving notification from County, Contractor agrees to remedy, repair, or replace, immediately, without cost to County and to County's satisfaction, all defects, damages, or imperfections appearing in the work within a period of twelve (12) months after the date of final completion and acceptance by Project Manager of the Work. Contractor will continuously clean the jobsite and grounds around the jobsite, and keep it in a safe, orderly, and neat condition. At the completion of the Work, the jobsite will be left in a broom-clean condition.

ARTICLE VIII. INSURANCE

8. **INSURANCE.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Within

ten (10) business days of award of the Bid to Contractor, Contractor shall furnish to County satisfactory proof that Contractor has the following insurance:

8.1 Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:

8.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

8.1.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

8.1.3 Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(If Contractor has no employees a Certificate of Exemption from Worker’s Compensation Laws must be completed using the County’s form and submitted with all other insurance documents).

8.1.4 Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Broader Coverage/Higher Limits: If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

8.2 **The insurance policies are to contain, or be endorsed to contain, the following provisions:**

8.2.1 Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

8.2.2 Primary Coverage: For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

- 8.2.3 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.
- 8.2.4 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 8.3 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
- 8.4 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- 8.5 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
- 8.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 8.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 8.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 8.6 Verification of Coverage: Contractor shall furnish the County with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Certificates and endorsements shall refer to the Project or Work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: (Department, Title, and Address of Contract Administrator). Contractor shall provide all insurance documentation to the Contract Administrator.**
- 8.7 Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
- 8.8 Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE IX. BONDS

- 9.1 Contractor shall be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract price and, if contract price exceeds \$25,000.00 dollars a Payment Bond in an amount equal to one hundred percent (100%) of the Contract price.
- 9.2 Within **ten (10)** business days following award of the Bid to Contractor, Contractor must file with County the following bonds:
- a. Corporate surety bond, in the form of **Attachment “C”** to this Contract, in a sum not less than 100% of the Contract Price, to guarantee faithful performance of Contract (“Performance Bond”).
 - b. Corporate surety bond, in the form of **Attachment “D”** to this Contract, in a sum not less than 100% of the Contract Price, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract (“Labor and Material Bond”).
- 9.3 Corporate sureties on these bonds and on bonds accompanying Proposals must meet at least one of the following minimum requirements:
- a. A California admitted surety with either a current A.M. Best rating of A VII.
- OR
- b. An admitted surety insurer which complies with the provisions of the Code of Civil Procedure, Section 995.660.*
- OR
- c. In lieu of 1 & 2, a company of equal financial size and stability that is approved by the County's Risk Manager.
- * California Code of Civil Procedure Section 995.660 in summary, states that an admitted surety must provide: 1) the original, or a certified copy of instrument authorizing the person who executed the bond to do so, within 10 calendar days of receipt of a request to submit the instrument; 2) a certified copy of the Certificate of Authority issued by the Insurance Commissioner, within 10 calendar days of receipt of a request to submit the copy; 3) a certificate from County Clerk of Amador County that Certificate of Authority has not been surrendered, revoked, canceled, annulled or suspended, within 10 calendar days of receipt of the certificate; 4) copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10, within 10 calendar days of receipt of a request to submit the statements.
- 9.4 The Contract Price, as used to determine amounts of bonds, shall be the total amount fixed in the Contract for performance of the Work (or corrected total if errors are found).
- 9.5 For increases in the Contract Price by Change Orders, or otherwise, which in the aggregate equal or exceed ten percent (10%) of the Contract Price, and for all such subsequent increases in the Contract

Price thereafter, Contractor shall submit to County evidence of additional bond coverage for such increases in the Contract Price. Contractor shall be compensated for such additional bond coverage.

- 9.6 If the successful bidder fails to sign the Contract, return it to County's **General Services Director**, and furnish the bonds in the sums specified in the Contract Documents with a surety satisfactory to County Risk Manager within **ten (10)** days following the award of the Bid, County may, at its option, determine that the bidder has abandoned the Contract, and thereupon the bid and the acceptance thereof shall be null and void, and the security accompanying the bid or the Contract shall be forfeited and become the property of County of Amador.
- 9.7 During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of County, to pay promptly the amount of such bonds to the extent to which surety might be liable, Contractor, within thirty (30) days after receiving written notice, shall provide supplemental bonds or otherwise substitute another and sufficient surety approved by County in place of the surety becoming insolvent or unable to pay. If Contractor fails within such thirty (30)-day period to substitute another and sufficient surety, Contractor shall, if County so elects, be deemed to be in default in the performance of its obligations hereunder and upon its bid and performance bonds, and County, in addition to any and all other remedies, may terminate the Contract, bring suit or other proceedings against Contractor and the sureties, or may take such other actions as County may deem necessary to protect itself against any potential default by the surety.

Article X. Work Stoppage; Termination

- 10.1 If Contractor at any time during the progress of the work refuses or neglects, without the fault of County, to supply sufficient materials or workers to continue or complete the Work for a period of more than two business days after having been notified in writing by County to furnish them, County shall have the power to terminate this Contract or furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the GMP.
- 10.2 County shall have the right at any time, when in its reasonable opinion Contractor is not in good faith carrying out the terms of this Contract, by a written notice delivered to Contractor, to require contractor to discontinue all Work under this Contract, and Contractor shall then discontinue the Work and County shall have the power to contract for completion of the work or to complete the Work itself, and to charge the cost and expense to Contractor. The expense so charged shall be deducted and paid by County out of money that either may be due or may at any time thereafter become due to Contractor under this Contract. County shall pay Contractor the lesser of the reasonable value of the Work completed by Contractor to the date of the notice to discontinue the work or the portion of the GMP allocable thereto.
- 10.3 County shall have the right at any time, for its own convenience, to discontinue permanently the Work being done under this Contract by sending a written notice to Contractor to do so, and Contractor shall then discontinue the Work. In this event, County shall pay to Contractor the full amount (including retention) to which Contractor shall be entitled for all Work done by Contractor up to the time of such discontinuance.

Article XI. Miscellaneous

- 11.1 It is understood and agreed that in no instance is any party, signing this Contract for or on behalf of County or acting as an employee or representative of County, liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of County is

limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

- 11.2 The successful bidder shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or ancestry, physical handicap, mental condition, marital status or sex. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
- 11.3 Contractor agrees to adhere to County's policy regarding Alcohol-Free and Drug-Free Workplace while working on County premises by executing the acknowledgment attached hereto as Attachment C and incorporated herein as part of this Contract.
- 11.4 All material resulting from removal work, except as specified otherwise, shall become the property of Contractor and shall be disposed of in accordance with Federal, State and local regulations and the Contract Documents.
- 11.5 Assignment. This Contract shall not be assigned nor shall any work to be performed herein by Contractor or Subcontractor or money due or to become due be assigned without express written consent by the Board of Supervisors of Amador County.
- 11.6 Contractor shall indemnify, defend (upon the request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with the performance of this Contract by Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, except where caused by the sole negligence, active negligence or willful misconduct of County. Without limiting the generality of the foregoing, the same shall include injury, or death to any person or persons, damage to any property, regardless of where located, including the property of County, and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Contract on behalf of Contractor by any person or entity.
- 11.7 In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act, (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 11.8 The Work is a "public work" as defined in the California Labor Code, for which payment of prevailing wages is required. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available on file at County office, and shall be made available to any interested party on request.

Notice: A Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for Public Work, as defined in this chapter, unless currently registered and qualified to

perform Public Work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform Public Work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

- 11.9 Pursuant to Government Code section 8546.7, the performance of any work under this Contract is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three (3) years after final payment under the Contract. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Contract for three-years after final payment hereunder.
- 11.10 Pursuant to Labor Code section 1813, Contractor shall pay a penalty of Twenty-Five Dollars (\$25) per day for each worker employed on the Work for more than eight hours in any one calendar day or forty hours in any calendar week unless overtime compensation is paid in conformance with the provisions of the Labor Code.
- 11.11 Claims under this Contract are subject to the claims resolution procedures set forth in Public Contracts Code section 20104 *et seq.* These procedures require, among other items, that (i) the claim must be filed in writing with substantiating documentation before the date of final payment; (ii) the County must respond in writing within 45 days if the claim is less than \$50,000 or 60 days if the claim is in excess of \$50,000 up to \$375,000; (iii) if the claim is not resolved, Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute; and (iv) if the issues are not resolved after the informal conference, Contractor may file a claim as provided in Government Code section 900 *et seq.*
- 11.12 This Contract may be amended only by written agreement executed by both County and Contractor. Notwithstanding the foregoing, County may issue change orders in conformance with this Contract. Alterations, modifications or extras (“modifications”) that result in a change in the Contract Price or Completion Date, or both, shall be effected by a written change order that has been approved by Project Manager for amounts not to exceed \$7,500 per modification of the Contract Price. Modifications for amounts exceeding \$7,500 up to \$25,000 per change may be approved and signed by the County Administrative Officer. Modifications in excess of those amounts for individual change orders, or any change order that in the aggregate exceeds 10% of the Contract Price, must be approved by the Board of Supervisors.
- 11.13 This Contract shall be deemed to have been entered into in the County of Amador, and governed in all respects by California law.
- 11.14 This Contract shall be deemed to have been entered into in the County of Amador, and governed in all respects by California law; venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in Amador County, California.
- 11.15 Notices. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: Stacey Pryor Dunnagan
Harold W. Thompson Inc.
2580 Teepee Dr., Suite B
Stockton, CA

To County: Jon Hopkins

With a copy to: Office of the County Counsel

Director of General Services
12200-B Airport Rd.
Jackson, CA 95640

810 Court Street
Jackson, CA 95642

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

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals and have executed this contract in quadruplicate the day and year first above written.

COUNTY OF AMADOR:

CONTRACTOR:

By: _____
Chairman, Board of Supervisors

By: _____

Title: _____

Federal I.D. number _____

ATTEST:
JENNIFER BURNS
Clerk of the Board of Supervisors

By: _____

ATTACHMENT A

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims (“Agreement and Release”), made and entered into this _____ day of _____, 2024, by and between the County of Amador (“County”), and _____ (“Contractor”), whose place of business is _____, CA, _____.

RECITALS

A. On _____, 2023, 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 Amador County _____ located at _____ 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	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Damages	\$ _____
Payment Due Contractor	\$ _____

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of _____ Dollars and _____ Cents (\$ _____) 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 date of such payment.

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:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
------------------	-----------------------	-----------------------------	------------------------

[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: _____
Chairman,
Board of Supervisors

BY: _____

Name: _____

Title: _____

Federal I.D. No.: _____

ATTACHMENT B-1

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

The undersigned has been paid in full for all labor, services, equipment, or material furnished to (name of payor) on the project of the County of Amador located at (project name and location) and does hereby release any lien, stop notice, or bond right that the undersigned has on the above reference project to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to (name of payor) through (date) only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; and extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between the parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, that party should verify evidence of payment to the undersigned.

Dated: _____

(Company Name)

By: _____

Title: _____

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

ATTACHMENT B-2

UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT

The undersigned has been paid in full for all labor, services, equipment or material furnished to (name of payor) on the project of the County of Amador located at (project name and location) and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the project, except for disputed claims for extra work in the amount of \$.

Dated: _____

(Company Name)

By: _____

Title: _____

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

ATTACHMENT B-3

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from _____ (name of payor) in the sum of \$ _____ payable to _____ (payee or payees of check), and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the project of the County of Amador located at _____ (project name and location) to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to _____ (name of payor) through _____ (date) only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between the parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, that party should verify evidence of payment to the undersigned.

Dated: _____

(Company Name)

By: _____

Title: _____

ATTACHMENT B-4

CONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from _____ (name of payor) in the amount of \$ _____ payable to _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the project of the County of Amador located at _____ (project name and location). This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for extra work in the amount of \$ _____. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

(Company Name)

By: _____

Title: _____

ATTACHMENT B-5

REDUCTION OF STOP NOTICE
CIVIL CODE § 3262

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. SEEK LEGAL ADVICE PRIOR TO SIGNING THIS DOCUMENT.

TO: THE COUNTY OF AMADOR

The Stop Notice claimed by _____ (Claimant/Name of Person or Firm Claiming Stop Notice) on that project known as _____ (name of project as it appears on Stop Notice) against the County of Amador dated _____ (date of Stop Notice) is hereby partially reduced in the amount of \$ _____.

The remaining balance of the stop notice is \$ _____.

Dated: _____ Firm Name _____
(Enter Name as it Appears on Stop Notice)

By: _____
(Owner or Agent of Stop Notice Claimant Must Sign Here and Verify Below)

NOTE: This reduction: (1) shall not preclude the service of a subsequent stop notice that is timely and proper; (2) shall release the owner from any obligation to withhold money on account of the Stop Notice, to the extent of the reduction; (3) shall be effective to release claimant's right to enforce the Stop Notice, to the extent of the reduction; and (4) shall not operate as a release of any right that the claimant may have, other than the claimant's right to enforce the Stop Notice, to the extent of the reduction.

Verification

I, the undersigned, say: I am the _____ (president/ owner/ manager/ etc.) of the Claimant of the above-referenced Stop Notice. I have read this Reduction of Stop Notice and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, 20____, at _____, California.

(Personal signature of individual who is verifying contents of release)

ATTACHMENT B-6

RELEASE OF STOP NOTICE
CIVIL CODE § 3262

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. SEEK LEGAL ADVICE PRIOR TO SIGNING THIS DOCUMENT.

TO: THE COUNTY OF AMADOR

The Stop Notice claimed by _____ (Claimant/Name of Person or Firm Claiming Stop Notice) on that project known as _____ (name of project as it appears on Stop Notice) against the County of Amador dated _____ (date of Stop Notice) is fully released in the amount of \$ _____.

Dated: _____

Firm Name _____
(Enter Name as it Appears on Stop Notice)

By: _____
(Owner or Agent of Stop Notice Claimant Must Sign Here and Verify Below)

NOTE: This release: (1) shall not preclude the service of a subsequent stop notice that is timely and proper; (2) shall release the owner from any obligation to withhold money on account of the Stop Notice, to the extent of the reduction or release; (3) shall be effective to release claimant's right to enforce the Stop Notice, to the extent of the reduction or release; and (4) shall not operate as a release of any right that the claimant may have, other than the claimant's right to enforce the Stop Notice, to the extent of the reduction or release.

Verification

I, the undersigned, say: I am the _____ (president/ owner/ manager/ etc.) of the Claimant of the above-referenced Stop Notice. I have read this Release of Stop Notice and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, 2023, at _____, California.

(Personal signature of individual who is verifying contents of release)

ATTACHMENT C

CONSTRUCTION PERFORMANCE BOND

This Construction Performance Bond ("Bond") is dated _____, 2023, is in the penal sum of \$ _____, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. The Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to _____ ("Contractor"), _____ ("Surety"), County of Amador ("County") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Firm Name: _____

Firm Name: _____

Address: _____

Address of Principal
Place of Business:

COUNTY OF AMADOR
810 Court Street
Jackson, CA 95642

Project Manager: **Amador County General Services
Director, Jon Hopkins**
Construction Contract:
**Amador County Sheriff's Office Second Floor Carpet
Replacement**
Bid No. **23-28**
Location: **Amador County, 700 Court Street, Jackson,
CA.**

Construction Contract dated _____, 2023 in the amount of
\$ _____.

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title

Signature: _____
Name and Title

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no County Default, Surety's obligation under this Bond shall arise after:
 - 3.1 County has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 County has agreed to pay the Balance of the Contract Sum to:
 - 3.2.1 Surety in accordance with the terms of this Bond and the Construction Contract, or
 - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When County has satisfied the conditions of Paragraph 3, Surety shall promptly (within thirty (30) days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of County, to perform and complete the Construction Contract (but County may withhold consent, in which case Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids from qualified contractors acceptable to County for a contract for performance and completion of the Construction Contract, and, upon determination by County of the lowest responsible bidder, arrange for a contract to be prepared for execution by County and the contractor selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to County the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with County, determine in good faith the amount for which it may then be liable to County under Paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to County with full explanation of the payment's calculation. If County accepts Surety's tender under this paragraph 4.4, County may still hold Surety liable for future damages then unknown or unliquidated resulting from Contractor Default. If County disputes the amount of Surety's tender under this paragraph 4.4, County may exercise all remedies available to it at law to enforce Surety's liability under paragraph 5 below.
5. If Surety does not proceed as provided in Paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from County to Surety demanding

that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.

6. Surety's monetary obligation under this Bond is limited by the amount of this Bond. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;
 - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract, including but not limited to all valid and proper backcharges, offsets, payments, indemnities, or other damages,
 - 6.3 Additional legal, design professional and delay costs resulting from the Contractor Default or resulting from the actions or failure to act of Surety under Paragraph 4, above.
7. No right of action shall accrue on this Bond to any person or entity other than County or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Amador, or in a court of competent jurisdiction in the location in which the work is located.
10. Notice to Surety, County or Contractor shall be mailed or delivered to the address shown on the signature page.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions:
 - 12.1 Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.
 - 12.2 Construction Contract: The agreement between County and Contractor identified on the signature page, including all Contract Documents and changes thereto.

- 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract
- 12.4 County Default: Material failure of County, which has neither been remedied nor waived. to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

ATTACHMENT D

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

This Construction Labor and Material Payment Bond ("Bond") is dated _____, 20____, is in the penal sum of \$_____, and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. The Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached to this page. Any singular reference to _____ ("Contractor"), _____ ("Surety"), County of Amador ("County") or other party shall be considered plural where applicable.

CONTRACTOR:

Firm Name: _____

Address: _____

SURETY:

Firm Name: _____

Address of Principal
Place of Business:

COUNTY OF AMADOR
810 Court Street
Jackson, CA 95642

Project Manager: **Amador County General Services
Director, Jon Hopkins**
Construction Contract:
**Amador County Sheriff's Office Second Floor
Carpet Replacement**
Bid No. **23-28**
Location: **Amador County, 700 Court Street,
Jackson, CA.**

Construction Contract dated _____, 2023 in
the amount of \$_____.

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title

Signature: _____
Name and Title

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County and to Claimants to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to County, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless County from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided County has promptly notified Contractor and Surety (at the address described in Paragraph 10) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no County Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its subcontractors, for all sums due Claimants. However, if Contractor or its subcontractors fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Construction Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay for the same and also, in case suit is brought upon this bond, a reasonable attorneys' fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, et seq., Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. County shall not be liable for payment of any costs, expenses, or attorneys' fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Suit against Surety on this Payment Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. Notice to Surety, County or Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown-on the signature page.

11. This Bond has been furnished to comply with the California Mechanic's Lien Law, including, but not limited to, Civil Code §§3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. DEFINITIONS
 - 13.1.1 Claimant: An individual or entity having a direct contract with Contractor or with a subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of Contractor and Contractor's subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
 - 13.1.2 Construction Contract: The agreement between County and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 13.1.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: December 19, 2023

SUBJECT

General Services Administration - F-86F Sabre Standard Renewal Loan Agreement

Recommendation:

Approve the Standard Renewal Loan Agreement with the Department of the Navy, National Naval Aviation Museum.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins - GSA; Auditor-Controller

ATTACHMENTS

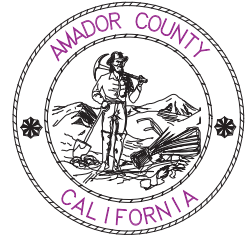
- [Airport Memo 12.12.23.pdf](#)
- [2023-2028 NATIONAL NAVAL AVIATION MUSEUM LOAN PROGRAM 12.12.23.pdf](#)

Amador County Airport

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

LOCATION: 12380 Airport Road, Martell, CA

PHONE: (209) 223-2376 FAX: (209) 223-0749 E-MAIL: dsheppard@amadorgov.org



SUMMARY MEMORANDUM

TO: Board of Supervisors

FROM: David Sheppard, Airport Manager *DS*

DATE: December 12, 2023

SUBJECT: F-86F Sabre Standard Renewal Loan Agreement

Background: In late 1994, the Airport Manager requested a surplus Naval aircraft for static display. In 1998, the Museum of Naval Aviation offered and the County a North American F-86F Sabre for static display at the Amador County Airport. The Amador County Board of Supervisors entered in to an agreement for this aircraft on February 24, 1998 and has continued to enter in to additional Standard Renewal Loan Agreements.

Subject or Key Issue: The County's choice in this matter is continue to keep the F-86F Sabre and agree to the terms and conditions of the Loan (attached). Alternatively, notify the National Naval Aviation Museum that the Aircraft is no longer needed and will comply with the terms of the agreement that may require the County to demilitarize/destroy or relocate the aircraft potentially at the County's expense (Attachment A, paragraph 4.).

Analysis:

Fiscal or Staffing Impacts: The F-86F Sabre was brought to Westover Field and assembled with donated funds and time by Amador County Residents, Boy Scouts and service clubs. This will continue if the aircraft remains at the Airport. If the Board chooses to return the aircraft to the National Naval Aviation Museum there could be expenses that the County may incur.

4/5ths vote: N/A

Recommendation(s): Approve the Standard Renewal Loan Agreement with the Department of the Navy, National Naval Aviation Museum.

Discussion and possible action

Attachment: Loan Agreement

Cc: Jon Hopkins, GSA Director
file

EMAILED TO BORROWER

**NATIONAL NAVAL AVIATION MUSEUM (NNAM)
LOAN PROGRAM**

1.0. Parties. Pursuant to Public Law 80-421 (10 U.S.C. 2572), by this agreement effective as of 1 OCTOBER 2023, between the United States of America, hereinafter called “the Government,” represented by the Director, National Naval Aviation Museum (NNAM), representing the Naval History and Heritage Command, hereinafter called “the Lender,” and AMADOR COUNTY AIRPORT hereinafter called “the Borrower,” incorporated and operating under the laws of the State of CALIFORNIA, and located at 12200-B Airport Road, Jackson, CA 95642. The Government hereby establishes a loan agreement for United States Government property, permanently assigned to the Lender, for a period of FIVE years commencing 1 OCTOBER 2023 and ending 1 OCTOBER 2028 with a possible option for renewal, subject to the stipulations as set forth below. This agreement is not transferrable.

AIRCRAFT/ARTIFACT	BUREAU/SERIAL #	NNAM ACCESSION #
F-86F SABRE	H-609	1998.036.001

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of USN historical property, and hereby agrees to accept it on an “as is, where is” basis with no warranties, expressed or implied, to be responsible for any and all arrangements and, in accordance with 10 USC 2572, is required to pay any and all costs, charges, and expenses incident to the loan of this property, including the cost of preparation, removal of any residual hazardous materials, disassembly, packing, crating, handling, transportation, and all other actions incidental to the movement of the loaned property to the Borrower’s location, where applicable. In addition, the Borrower will be responsible for all maintenance and preservation of the property. Any exceptions will in accordance with 10 USC 2572 (2) (B).

3.0. Loan Conditions.

3.1. The Borrower agrees that the loaned property shall be used for static display purposes **only**. Under no circumstances will the purpose for the loaned aircraft/artifact be treated in any other way than for static display. An analysis of the building or structure, to include photographs and specifications (size, details of climate control system) will be presented in advance to the NNAM, and NNAM with its sole discretion will advise on suitability for loan acceptability. No parts, ordnance, MERS, TERS, etc., may be affixed to loaned aircraft without prior expressed written consent from the Lender. **No alterations or modifications to aircraft and/or artifacts are to be made without the prior expressed written consent of NNAM.** Loaned aircraft will not be flown or operated, including engine and systems operations, or restored to flying condition **under any circumstances**, nor will they be licensed with the Federal Aviation Administration (FAA). The borrower shall not remove any parts from loaned aircraft for operational usage in any airworthy aircraft. In similar fashion, all other macro and micro artifacts will not be altered or repurposed without the express written consent of the Lender. General Public access to the interior of loaned **aircraft** (cockpit, cargo areas, etc.) is prohibited for reasons of aircraft preservation and public safety. Relocation of all loaned property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances, without prior expressed written consent of the NNAM. No temporary decorations of any type are authorized for display on any loaned property, for any purpose (special event, seasonal display, ceremonies, etc.). Only historically based markings, including crewmember names, may be used on aircraft and other navy owned equipment and this agreement precludes the use of markings on this equipment for commercial, fundraising, or sponsorship purposes. The Borrower shall obtain expressed written consent from the Lender **PRIOR** to painting any markings or insignia onto aircraft, especially with respect to names being applied to

aircraft. Failure to observe these conditions can result in the immediate repossession of the loaned property by NNAM, at the Borrower's expense.

3.2. Due to the criticality of parts in the operational inventory, there may be occasions that parts may be requested from the NNAM by the Stricken Aircraft Program Office to support military operational requirements. Such parts are internal in nature and removal or replacement generally will not alter the external aesthetic appearance of the aircraft. All such requests for parts removal will be forwarded to the Lender for approval and subsequent notification of Borrower.

3.3. The NNAM does not maintain an inventory of spare parts for use on loaned aircraft. Consequently, the Borrower should take this into account PRIOR to acceptance of a loaned aircraft. Additionally, all contact with the Aerospace Maintenance and Regeneration Group (AMARG) regarding spare parts for use on aircraft loaned from NNAM, *must* be made through NNAM.

3.4. The Borrower agrees not to sub-lease Government property for display at another location without prior written consent of NNAM. The Borrower shall not permit possession of the property or any component of the property in any manner to any third party either directly or indirectly; the Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in all or part; and the Borrower shall not do or suffer anything to be done whereby any of the property shall or may be relocated, lost, stolen, injured, or destroyed.

3.5. The Borrower agrees to use the loaned property only in accordance with the instructions outlined in this loan agreement and not, without prior expressed written consent from the Lender, modify, restore, or mount on pylons or any structure above ground in any way, which would alter the original form, design, or the historical significance of said property; the Borrower agrees to perform routine maintenance to include (but may not be limited to) annual upkeep, periodically required painting, repair of damage, day-to-day care, and removal of environment concerns, so as not to reflect discredit on the U.S. Navy; and to display and protect it in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated herewith and made part of this Loan Agreement.

3.6. Any authorized additions, modifications or alterations to the property, equipment or material resulting from efforts, or at the expense of the Borrower with regard to the aircraft, is limited to that approved in writing in advance by the Lender, and will become a permanent part of the aircraft, and will be considered the property of the Lender unless specifically exempted by the Lender; and upon termination of this Loan Agreement or recall of the property, will be included as part of said property.

4.0. Initial Loan Agreement Requirements.

4.1. When warranted by the Lender as a condition to the loan, the Borrower agrees to remove the borrowed item, from its present physical location, within 60 days after execution of this agreement, unless otherwise agreed to by the Lender and made part of this loan agreement, under separate attachment.

4.2. The Borrower agrees to use the loaned property for display and educational purposes only, and to protect the loaned property from vandalism by displaying it only in an enclosed location that provides a safe and secure environment. The Borrower agrees to place the loaned property on display within 90 days or as may be otherwise specified by the Lender following physical acceptance of the loaned property and in accordance with this loan agreement. Separate attachments with instructions will become a part of the original loan agreement if the borrowed item will be subject to restoration, conservation, preservation, as a basis for consideration of the loan. On a biennial basis (every two years), the Borrower agrees to furnish the Lender with a CD/DVD or other approved medium containing digital images of the loaned property within ninety (90) days of the *initial execution of this agreement*. The image file name **must** contain the accession number for that item (e.g. 2015.001.001). For aircraft, images will include views showing all external surfaces including Bureau/Serial Number, and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, bomb bays, TARPs, Pod, and any mounted ordnance. Digital images for all other artifacts will be of sufficient detail to insure positive identification of each object. This

provision is a requirement for each loan period, and referred to as a “Certification of Loaned Government Property” (CLGP). Complete instructions for the CLGP will be furnished to the Borrower by the Lender under separate correspondence.

4.3. The Borrower agrees to display prominently, (and agrees to make available to the lender a photo record) a placard with the property at ALL times which contains the following credit line: **“This aircraft [artifact] loan courtesy of: the National Naval Aviation Museum on behalf of the Navy History and Heritage Command.”** Additionally, articles published or submitted for publication or websites that refer to the loaned property must credit the National Naval Aviation Museum as lender of the loaned property with, at a minimum, the words: **“This aircraft [artifact] loan courtesy of: the National Naval Aviation Museum at Pensacola, Florida.”**

4.4.a. (Aircraft and/or Engines) The Borrower shall obtain prior to the finalization of any loan and make available a copy therein to the Lender, proof of a Surety Bond for the return transportation costs of any Aircraft and or Engine that may be subject to this loan. Return costs will be based upon return to 1750 Radford Blvd. Bldg. 3221 (Flight Line), NASP Fl. 32508. Inasmuch as the Lender will make reasonable effort to place said aircraft/engine with another borrower, which may result in shorter distances for return, for sake of this loan, a Surety Bond requirement must be based upon proposed return transportation costs to NNAM. **SURETY BOND FOR THIS LOAN IS NOT APPLICABLE.**

4.4.b. (Definition of Surety Bond as it Relates to NNAM Loans) – A Surety bond is a three-party agreement between the Principal, (Borrower), the Obligee (NHHC through its subordinate command, NNAM) and the Surety in which the Surety agrees to uphold, for the benefit of the Obligee (NHHC through its subordinate command, NNAM), the contractual obligations (Return transportation costs to the NNAM) of the Principal (Borrower), if the Principal fails to do so.

5.0. Subsequent Loan Renewal Requirements.

5.1. On a biennial basis (every two years), the Borrower agrees to furnish the Lender with a CD/DVD or other approved mediums containing digital images of the loaned property. The image file name **must** contain the accession number for that item (e.g. 2015.001.001). For aircraft, images will include views showing all external surfaces including Bureau/Serial Number, and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, bomb bays, TARPs Pod, and any mounted ordnance. Digital images for all other artifacts will be of sufficient detail to insure positive identification of each object. This provision is a requirement for each loan renewal period, and referred to as a “Certification of Loaned Government Property” (CLGP). Complete instructions for the CLGP will be furnished to the Borrower by the Lender under separate correspondence.

5.2. The Borrower agrees to furnish a copy of the most recent annual financial statements **when requested** to include revenue and expense reporting and projected budget for the next operating year. Although NNAM loan agreements are executed in multiyear increments, Borrower agrees to furnish **when requested** a copy of the most recent annual financial statement to include revenue and expense reporting and projected budget at any time during the period covered by the loan agreement. This provision is not applicable for active duty military commands.

5.3. The Borrower agrees to furnish the Lender with a signed inventory.

6.0. Use as Security, Sale or Lease. The Borrower agrees not to use the loaned property as security for any loan, nor to sell, lease, rent, lend, or exchange the property for monetary gain, fundraising or otherwise under any circumstance.

7.0. Professional Photography. The Borrower shall not make or allow the use of the loaned property in any manner for **commercial** still or motion video production without prior written approval of NNAM.

8.0. Incident Reporting. The Borrower shall within one (1) working day of discovery, notify the NNAM of any instance of loss, damage, or destruction of the property. Notification to the NNAM must be followed by a report of the incident investigation within 30 days of the event.

9.0. Title. The Borrower shall obtain no interest of any kind in the loaned property by reason of this agreement, and title shall be vested in the Lender at all times.

10.0 Receipt, Custody & Liability.

10.1. This agreement shall be executed prior to the Borrower accepting physical custody of the property.

11.0. Borrower's Responsibilities.

11.1. The Borrower agrees to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the loaned property.

11.2. The Borrower will bear full financial liability for the loss or damage of USN loaned historical property resulting from negligence, misconduct, or willful violation of the terms of this agreement.

11.3 (For Artifacts other than Aircraft/Engines) - The Borrower agrees to repair or replace, at the discretion of the Lender, the borrowed item for any and all loss or damages that may be inflicted on the item while the life of the loan is in effect, and/or until the loaned material is returned to the physical custody of the Lender. If the material borrowed is irreplaceable, the borrower may be required to make monetary restitution to the Lender up to and including the full amount of value of the item. (See **Section 4.4.a.**) Should loaned property incur catastrophic damage beyond the Borrower's control, (e.g., resulting from tornado, hurricane, flood, earthquake or other natural disaster), the Borrower will be responsible for all cleanup and removal of the loaned property to the disposal location designated by the NNAM.

11.4. The Borrower will be issued under a separate work process and on a biennial basis, a Certification of Loaned Government Property (CLGP); agrees to report as requested to the Lender on the condition and location of the loaned property. (See **(4.2)** and **(5.1)**) Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Loan Agreement.

12.0. Display/Maintenance Requirements.

12.1. No aircraft will be renovated, reconfigured, have markings changed, or Bureau/Serial Number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior expressed written consent of the Director, NNAM.

12.2. The Borrower agrees to maintain loaned aircraft in good material condition including corrosion control, painting, preservations, and maintenance on components such as canopy seals, tires, wing-fold mechanisms. A listing of specific maintenance requirements for display can be found in Section B.

12.3. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display (see **4.3**). For aircraft and missiles, note the type, model, and serial number. If (with prior expressed written consent of the Lender), the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

“The _ (item) _ on display is actually ____ (nomenclature) ____, Bureau/Serial No. ____, but painted and marked to depict ____ (nomenclature) ____, Bureau/Serial No. ____, assigned to the ____ (unit and/or person) __ in ____ (location or theater) ____ during ____ (year) ____.”

12.4. For aircraft on which the Bureau/Serial number has been altered for display purposes with prior written approval, the model, design and series (e.g., A-4C) along with the original serial number will be stenciled in two-inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

12.5. All record keeping will reflect the true Bureau/Serial number. In the case of an unknown bureau number, it shall be noted as “BuNo Unknown.”

12.6. Aircraft Safe for Public Display Checklist & Certification- this Checklist and Certification will be submitted by the Borrower to the Lender prior to public display indicating that the complete checklist has been accomplished with a copy being included in the official file.

13.0. Radioactive Components.

13.1. In accordance with Attachment 1 (National Naval Aviation Museum Loan and Static Display Program), if radioactive items are found reinstalled during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

14.0. Loan Termination.

14.1 The failure of the Borrower to observe any of the conditions set forth in this Loan Agreement/Loan Renewal and Attachments 1 and 2 thereto, shall be sufficient cause for the Lender to terminate the loan and repossess the loaned property. Repossession of all or any part of the loaned property by the Lender shall be made at no cost or expense to the Government and shall be borne by the Borrower. The Borrower shall defray all demilitarization, maintenance, freight, storage, crating, handling, transportation and other applicable charges attributable to such repossession and return to Lender. If Borrower is unable to meet the financial responsibilities set forth, a call for the Surety Bond outlined in **Section 4.4.b** will be implemented.

14.2. In the Event the loan is terminated for cause, the provisions of this agreement will remain in effect until all borrowed property has been relocated and or returned to Lender.

14.3. Termination of the loan and subsequent repossession of all or any party of the loaned property at the option of the Borrower shall require no less than 30 days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the loaned property.

14.4. The Lender reserves the right not to renew the loan agreement, in all or part, or to recall the property if required by the Lender to meet the requirements of the NNAM, NAS Pensacola, or other military purposes. In such an event, the Borrower will not be responsible for transportation costs. The Lender will provide a written 30-day notice of intent to recall to the Borrower.

14.5. In the event of recall by the Lender following: the end of the loan agreement period; the borrower no longer has a desire to retain the loan; the Borrower is not abiding by the loan agreement; the Borrower and Lender cannot come to an agreement on a subsequent loan renewal, then all costs associated with the movement of the property from the Borrower’s site to NNAM will be accomplished at the Borrower’s expense.

15.0. Dispute Resolution. In the event a dispute arises between the parties over the terms of this loan agreement/loan renewal, reasonable attempts will be undertaken to resolve the matter through negotiation between agents appointed, in writing, by the parties. In the further event that negotiations fail to reach a resolution, the parties agree that federal law

will apply and the Federal District Court for the Northern District of Florida at Pensacola, Florida will have exclusive jurisdiction over such matters.

16.0. Acknowledgements.

16.1. Borrowers should recognize that in accepting from NNAM, acting on behalf of the Naval History & Heritage Command, historical property on loan for the purpose of displaying it, that they incur a significant maintenance and security responsibility as listed in the Loan Agreement; Attachment 1, “Instruction for Preparation and Maintenance of Safe for Display Aircraft” and Attachment 2 “Instructions for the Care of Artifacts.” Failure to have proper tie downs, repair damage, insurance coverage, perform annual upkeep, ensure proper security requirements, maintain adequate fire suppression systems for loaned items housed inside buildings, etc., may be viewed as gross negligence. While proof of ordinary versus gross negligence is generally a question of fact, and may vary from jurisdiction to jurisdiction, the failure to protect loaned property after proper direction to do so is an act of negligence and possible gross negligence. Black’s Law Dictionary, Seventh Edition defines Gross Negligence as “*a conscious, voluntary act or omission in reckless disregard of a legal duty and of the consequences to another party, who may typically recover exemplary damages.*”

16.2. 18 U.S.C. §1001: US Code – Section 1001: Statements or entries generally

(a) Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully—

(1) Falsifies, conceals, or covers up by any trick, scheme, or device a material fact;

(2) Makes any materially false, fictitious, or fraudulent statement or representation; or

(3) Makes or uses any false writing or document knowing the same to contain any materially false fictitious, or fraudulent statement or entry;

shall be fined under this title or imprisoned not more 5 years. **(Please note: 16.2 does not apply to active-duty military commands/installations)**

Executed on behalf of the Lender this 1ST day of OCTOBER 2023 at Naval Air Station Pensacola, FL.

UNITED STATES OF AMERICA

Lenore F. Taylor, electronically signed 10/30/2023

LENORE F. TAYLOR

Title: Aircraft Loan Department

By direction

Agency: National Naval Aviation Museum

Address: 1750 Radford Blvd., Suite B

Pensacola, Florida 32508

Telephone: (850) 452-8451

Email: Lenore.f.taylor.civ@us.navy.mil

ACCEPTANCE

The Borrower, through its authorized representative hereby accepts responsibility and delivery of the loaned property subject to the terms and conditions contained in the Loan Agreement set forth above. The Borrower certifies that they have read, understand, and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law.

Executed on behalf of the Borrower this ____ day of _____, ____ at _____.

(NAME OF BORROWER/ORGANIZATION)

(SIGNATURE)

(TYPED OR PRINTED NAME & TITLE)

ADDRESS: _____

TELEPHONE: _____ FAX NUMBER: _____

EMAIL (TYPED OR LEGIBLY PRINTED): _____

ATTACHMENT 1

NATIONAL NAVAL AVIATION MUSEUM (NNAM) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTION FOR PREPARATION AND MAINTENANCE OF SAFE FOR DISPLAY AIRCRAFT (where applicable)

SECTION A – GENERAL

A. Information:

1. This instruction covers the requirements for the preservation and preparation of aircraft for static display purposes prior to the administrative assignment to the National Naval Aviation Museum (NNAM), performed by qualified personnel identified on Command Letterhead or an authorized Naval representative and annotated accordingly.
2. These requirements are designed to return and/or maintain the aircraft in as near original configuration as possible and to render them safe for public display.
 3. Generally, all reconditioning, repairing, and refinishing will be accomplished in accordance with current OPNAV directives and NAVAIR instructions in a manner that would not modify the artifact in any way, thereby altering the original form, design, or the historical significance of said property. Deviations from this standard must be requested in writing with prior approval being in the form of expressed written consent by NNAM.

B. Radiation Safety:

1. Completion of radiation survey will be verified by the NNAM prior to physical transfer of aircraft.
2. Interior of aircraft must be secured and all access prevented until radiation survey is completed. No restoration activity inside or outside the aircraft will be permitted until the radiation survey is completed.
3. Survey of aircraft displayed at non-DOD organizations will be accomplished by Naval History and Heritage Command (NHHC) Radiation Safety Officer or an authorized Naval representative and annotated accordingly.
4. No radioactive components will be reinstalled by the borrowing organization. If radioactive items are found installed during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

C. Security Requirements:

1. The aircraft on display and undergoing preparation for display shall be kept secure from unsupervised personnel. The aircraft will be maintained with sufficient security to insure that it is protected from vandalism, theft, or unauthorized removal of components and assemblies.
2. Any theft or unauthorized removal of components or assemblies shall be immediately reported to the local law enforcement agency and by the next business day to the NNAM. Notification to the NNAM must be followed by a report of the investigation of the incident within 30 days of the event.
3. All canopies, doors, access hatches, and access plates, excluding one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:
 - a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron or aluminum.
 - b. Riveting the door securely to the jamb section.
 - c. Attaching hasp internally and securing with inside padlock.
 - d. Whatever method is employed to secure doors and access hatches, the crevices remaining will be filled with caulking compound or elastic putty to prevent internal damage from rain, snow, dust, and ice. A hasp welded or riveted in place must secure the access door that is not permanently sealed. Multiple locks (two or three) are preferable, each with a separate key or combination. This technique will reduce the possibility of unauthorized access but will provide emergency and maintenance entry for authorized personnel.

D. Maintenance Records:

1. Whenever items are permanently removed, the removal and disposition of such items shall be annotated on a NNAM maintenance log form (available from NNAM) and a copy forwarded to the NNAM loans and acquisitions department for record (prior approval of work must be approved by the NNAM).
2. All work items that are accomplished shall be listed and signed off on the NNAM maintenance log.
3. Utilizing the maintenance log, a detailed accounting will be maintained by the borrower of all items removed or installed with the date of installation/removal and the name of the individual(s) performing the work.
4. Copies of all maintenance records must be returned to the NNAM with the biennial Certification of Loaned Government Property (CLGP) for preservation.

E. References:

The work requirements listed herein have been developed in accordance with the following directives: DOD 4160.28, NAVAIR 01-1A-35, and applicable aircraft Maintenance Instruction Manuals (MIMs)

SECTION B – REQUIREMENTS

A. Demilitarize all Armament Systems and Explosive Material:

1. Disarm all systems in accordance with the applicable MIMs and certify action in accordance with Aircraft Reclamation and Demilitarization Procedures sign-off sheet (provided by NNAM). Warning: disarming, removal, and disposal must be accomplished by qualified personnel identified on Command Letterhead or an authorized Naval representative and annotated accordingly.

2. Aircraft intended for outdoor display must have all weapons less than 30MM (machine guns, cannons) removed. Only simulated weapons may be used. No weapons of any type may be loaned to non-Department of Defense (DOD) organizations.

B. Prepare Power Plant for Permanent Storage:

1. Prepare engines for permanent storage (if applicable).

2. Disconnect and drain all water and oil lines, tanks, valves, and pumps. Reconnect lines and reinstall plugs after draining (if applicable).

3. Clean excess oil and grease from exterior components of engines (if applicable).

4. Check power plant cowling for corrosion and damage. Repair and refinish as necessary or utilize suitable substitutes.

5. Install intake and exhaust protective covers. Standard covers may be used if available, or suitable substitutes.

6. Clean and preserve propeller domes.

7. Clean deicer boots and apply approved corrosion preventive compounds.

8. Clean and check metal components of propellers for corrosion. Treat any affected areas and refinish to standard configuration.

C. Defueling and Purging Fuel Systems:

1. Defuel, low point drain, depuddle (providing fuel cells are accessible without major component removal, e.g., wings), and purge all internal and external fuel cells for 24 hours.

2. Spray or seal fuel cells with an approved corrosive preventive compound (10-10 oil) as applicable.

3. Drain water injection systems and deicing fluids whenever found.

D. Nitrogen Precharge:

1. All pressure gaseous shall be depleted and rendered inert or holding system removed.

E. Wing fold:

1. Shall be in the down-locked position or folded with wing lock devices installed for display (if applicable).

F. Prepare Landing Gear:

1. Release high-pressure gas from all landing gear shock struts.

2. Clean and preserve struts, paying particular attention to oleos (chrome) and exposed cylinders.

3. Clean all wheels and other landing gear components.

4. Check and remove corrosion. Repaint to standard configuration.

5. Check all tires for excessive wear and adjust pressure as required.

6. Secure all retractable landing gear in the down position with positive lock devices. Tailhook nitrogen precharge depleted and Tailhook should be secured (if applicable).

G. Prepare Hydraulic Systems:

1. Dissipate hydraulic system pressure and release air from hydraulic accumulators (if applicable).

2. Disconnect and drain all hydraulic reservoirs, valves, and pumps. Reconnect and reinstall drain plugs after draining (if applicable).

3. Clean all exposed finished surface and actuating rods, hydraulic cylinders, locks and valves. Other hydraulic equipment will be cleaned and coated with an approved corrosion preventative compound.

H. Prepare Oxygen Systems:

1. All pressure gaseous or liquid oxygen system cylinders and converters shall be disconnected, drained, and rendered inert or removed (if applicable).

2. Stow all oxygen mask, bottles, and hoses. Remove all oxygen masks from aircraft displayed outside and store in a secure area conducive to preservation (if applicable).

3. Install dust plug in filler valves and recharge hoses (if applicable).

I. Prepare Electrical Systems:

1. Remove all aircraft batteries and dispose of them through authorized sources and procedures.
2. Remove dry cell batteries from frequency meters and other equipment (if applicable).
3. Pull all circuit breakers, only on non-radioactive (white plastic shank) type. Contact NNAM for a radiation survey of circuit breakers in questions, and for assistance with problems. Do not pull radioactive circuit breakers open, as deteriorated radium paint may be scattered in the process to create possible hazards (if applicable).

J. Prepare Electronics Systems:

1. Leave all electronic equipment that is not reclaimed installed on the aircraft.
2. Radioactive materials have been removed or certified to contain acceptable levels by a qualified radiation inspector (if applicable).
3. Coat exposed metal whip antennas and mechanical items with an approved corrosion preventive compound.
4. Stow all connectors from equipment that has been removed.

K. Miscellaneous Utilities:

1. Remove bottles from all fire extinguishing systems, dissipate and reinstall. Caution: Insure all chemicals are disposed of in accordance with established State and Federal Government policies (if applicable).
2. Drain and clean entire drinking water system (if applicable).
3. Drain, clean, and reinstall coffee jugs and water jugs (if applicable).

L. Prepare Airframe:

1. Check airframe for corrosion and treat affected areas in accordance with standard aviation practices.
2. Clean all debris and foreign material from interior of fuselage.
3. Check airframe for external damage and repair in accordance with standard aviation industry practices.

4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aircraft placed in outside storage.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Outside storage or display may necessitate additional or larger drain holes to ensure proper drainage. Drain holes should be periodically probed to mitigate obstructions (if applicable).
6. Clean and treat lavatory and relief facilities or systems (if applicable).
7. Check all astrodomes and plastic panels for crazing and damage, repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.
8. Inspect for water trapped in lower portions of fuselage. If water is present, comply with instructions contained in applicable MIMs for removal and correction.

M. Prepare Control Surfaces:

1. Check all control surfaces for corrosion, rot and insect infestation. Treat, repair or replace the affected areas.
2. Check all control surfaces for external damage and repair areas as necessary for display purposes.
3. Inspect all fabric-covered control surfaces, repair or recover as necessary.
4. Check all control surfaces, attaching mechanisms for loose rivets and/or sheared bolts; repair or replace as necessary.
5. Secure all movable surfaces in a neutral position with positive locking devices.

N. Final Preparation:

1. Entire aircraft cleaned and refinished as required.
2. Secure aircraft by attaching wheel chocks.
3. Place aircraft on surface concrete or asphalt of sufficient strength to support ramp weight of the aircraft. This will not apply if the recipient, with written permission of the NNAM, mounts the aircraft and attaches it to a pylon for public display (engineering drawings and specifications must be submitted to NNAM for approval).

4. Aircraft displayed inside are normally supported on pneumatic tires but must be placed on display stands sufficient in height to provide mild tire contact with the display surface. Tires should be inflated which will maintain their inflated shape and support the weight of the aircraft for the life of the casing.

5. Remove all antenna wires that could serve as a bird roost.

6. Install bird proofing on all aircraft openings, including intake and exhaust covers.

7. Flag or cover all protruding objects of a hazardous nature.

O. Coordination:

1. Deviation from the procedures outlined in the attachment must be requested in writing and require written approval from the NNAM prior to deviation.

ATTACHMENT 2 (where applicable)
NATIONAL NAVAL AVIATION MUSEUM (NNAM) LOAN
AND STATIC DISPLAY PROGRAMS
INSTRUCTIONS FOR THE CARE OF ARTIFACTS

A. Information:

1. These general guidelines are provided to fulfill the NNAM’s obligation to ensure the preservation of the collection, and to define the responsibilities of organizations that retain historic property for display.
2. Under normal circumstances, objects will not be made available from the NNAM unless the basic measures for preservation and conservation listed below have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to ensure continued preservation of historical property. All items must be properly prepared for preservation, placed in a safe environment, inspected periodically, and preserved when necessary.

B. Damage Threats to Artifacts: The threats of damage or deterioration to artifacts generally come from four sources:

1. People – The greatest threat to the continued survival of an artifact comes from people. This is a result of mishandling the artifact resulting in mechanical breakage, soiling from unprotected hands (fingerprints), improper cleaning methods, and incorrect attempts at preservation or repairs (making it “look” better). Unfortunately, theft must also be included in this category.
2. Light – Light, a form of radiation, is damaging to many materials, especially fabrics. This damage is first observed as the fading of colors, followed ultimately, by the breakage of fabric fibers. The most harmful portion of the light spectrum is the ultra-violet (UV).
 - a. All historical property on loan from the NNAM that is on interior exhibit will not be exposed to a light level from any source, which exceeds 200 lux or 20 foot-candles. The acceptable level for most museum objects falls between 50 and 200 lux or 5 and 20 foot-candles. Sensitive objects, such as artwork, color/black and white photographs, and textiles should have their intensity levels adjusted downward toward lower limits and/or limited exposure time. (Remember, there is a reciprocity law between intensity (lux) and time of exposure: 10 hours of exposure @ 50 lux has the same damaging effect as 1 hour @ 500 lux); therein lays the reasoning behind either lowering the intensity of the source or limiting the time of exposure.
 - b. The most harmful portion of the light spectrum is the ultra-violet (UV). The most common source of UV radiation is natural sunlight and fluorescent tube lighting. Normal incandescent lighting is low in UV radiation. UV level is measured in Microwatts per Lumen using the Crawford Light Meter. The acceptable UV level for historical property on loan from the NNAM

for interior exhibit will not exceed 75 MW per Lumen. Levels below 25 MW per Lumen are preferable. Protection of UV is accomplished by avoidance or shielding. Shielding of UV producing light source, such as direct or diffused sunlight and all fluorescent lighting, requires UV Plexiglas or solar screen UV filtering sleeves, which slide onto fluorescent tubes. Two grade of UV protection are commonly available in sheet Plexiglas: U/F3, which blocks UV at around 400nm, and U/F 5, which blocks UV from about 375 nm to 400 nm. U/F 5 is preferable, due to its greater range of protection. All UV filtering media have a life span of about 10 years, after which they must be changed to maintain their effectiveness.

3. Environment – The most common environmental threats are normally associated with heat and humidity. Ideally, an artifact is both stored and displayed in a constant heat of 68 degrees (never to exceed 72 degrees) and 50% humidity. Of the two, humidity is the most destructive. Rapid changes in humidity, accelerated and exaggerated by temperature changes, are the most destructive and to be avoided. Excessive heat in displays is usually associated with improper use of incandescent lights (low in UV but high in radiated heat). Excessive heat and/or humidity also create a more favorable environment for the growth of molds and fungus as well as rust/corrosion. In addition, an environmental consideration would be chemical contamination of the environment. Examples of this would be the fuming of formaldehydes from unsealed plywood or the contact of artifacts with “normal” paper products, which all have a high acid content.

4. Animal/Insect – The ideal environment for the preservation of artifacts unfortunately also becomes the ideal environment for animal and insect life. Both forms can be highly destructive. The first line of defense is the cleanliness of the materials and mechanical barriers for entrance. Close and frequent inspections will provide early detection of such life. If and when detected, remember many of the methods of elimination are also destructive to artifacts.

C. General Guidelines for all Artifacts: Since the collection is comprised of objects of practically every material or combination of materials, it is best to prescribe their treatment and care in general terms.

1. All artifacts must be protected from harmful exposure and maintained in as stable an environment as possible. Preservative treatments and mounting methods will vary with each item depending on its material(s), condition, and display attitude. The following are some important rules for artifacts on loan
From NNAM:

- a. **Never perform a preservation treatment on an item without consultation and written approval from NNAM**
- b. **Never modify an object in such a way as to alter or compromise its integrity, authenticity, or uniqueness for the purpose of displaying it. Plans/designs proposing the manner in which loaned artifacts will be displayed will be forwarded to NNAM for consideration and approval prior to any artifact being placed on display.**
- c. **Provide appropriate physical security** against vandalism or outright theft through the use of locked or sealed display cases. Security should be commensurate with the object value. (For example, a gold World War I pilot’s badge requires far more protection than a nickel-chrome plated 1950 vintage pilot’s wings.)

2. If you are in doubt about a proposed object's treatment or preparation for display, do not do anything. Contact the NNAM Curator for guidance or assistance.

D. Preservation of Organic Objects: (Wood, leather, bone, ivory, wool, cotton, silk & synthetics such as rayon, nylon, etc.)

1. Organic objects must be shielded from ultra-violet light, which breaks down coloring pigmentation as well as the fibers themselves. This requires shielding of any UV producing light source such as direct or diffused sunlight and all fluorescent lighting with either UF-3 Plexiglas or solar screen UV filtering sleeves, which slide on to fluorescent tubes. Such products are commonly available.

2. Keep organic objects clean, dust free, infestation guarded, and in a stable, non-fluctuating atmosphere as near to 68 degrees Fahrenheit temperature (never to exceed 72 degrees) and 50 percent relative humidity as possible. Severe damage can result from either extremes of high or low temperature or humidity, but it is the fluctuation between extremes that causes the most deterioration.

3. All artifacts should be handled only while wearing photo handler's /archivist's gloves.

4. In short, good housekeeping and environmental control are essential in preserving all museum objects.

E. Preservation of Inorganic Objects: (Metal objects, rubber, glass, porcelain, plastics, and various other synthetics.)

1. Most metal objects will oxidize, tarnish and corrode. Thus, it is important to provide protection for metal artifacts. This can be achieved by observing the guidelines for environmental control and housekeeping. Never handle metal objects with bare hands. Perspiration and acidic moisture from hands sets up conditions for rust, corrosion, etc. Bare metals should be sealed with microcrystalline wax or lacquer to deter moisture and contaminants from attacking surfaces. Rubber items should be protected from direct sunlight and ozone as those agents accelerate the deterioration of the rubber. Applying a preservative treatment (Armor All or equivalent) to rubber items helps with their preservation and protection from light and ozone. **No treatment will be performed on loaned artifacts without approval of NNAM.**

2. As with organic objects, proper environmental control and good housekeeping are essential to preserving inorganic objects.

F. Conservation: Adherence to the guidelines for preservation of objects will go a long way to insure their longevity. In rare instances, some conservation measures may be needed. **Contact NNAM if you have any concerns about loaned items and requirements for conservation.**

G. Handling: All objects shall be handled only while wearing cotton, nylon, or latex (unpowdered) gloves. Two hands should be used to handle or carry objects to reduce risk of dropping. Carry only one object at a time using both hands.

I. Display: Displaying an object can be very detrimental to it if not done properly. Cases should be designed to incorporate UF-3 Plexiglas to shield objects from Ultra Violet light. Cases should be ventilated to allow air exchange but filtered to prevent entry of insects. All interior surfaces of wooden cases should be sealed with shellac. All artifacts should be buffered from acidic display materials. Never alter an artifact to fit a case or to facilitate mounting. Use slightly undersized mannequins to display uniforms. Do not force garments on to mannequins. Keep cases clean and place them in areas away from direct sunlight and extremes in temperature. Certain items such as original photographs, and paper material such as documents and newspaper, should never be displayed. Only copies of such items should be placed on display owing to the very fragile and vulnerable nature of this material. **Plans/designs proposing the manner in which loaned artifacts will be displayed will be forwarded to NNAM for consideration and approval prior to any artifact being placed on display.**

J. Shipping: Experience has shown major damage to artifacts have occurred during shipping. When shipping artifacts of a small nature by parcel, special care in wrapping and padding should be made. Larger items should be crated either by supporting base transportation officers or by professional moving companies.

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 19, 2023

SUBJECT

County of Amador Agreement with Buena Vista Biomass Power, LLC.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

County Counsel, File

ATTACHMENTS

- [SKMBT_C284e23120616340.pdf](#)

AMENDMENT TO SETTLEMENT AGREEMENT REGARDING SECURED AND
UNSECURED PROPERTY TAXES

THIS AMENDMENT TO THE SETTLEMENT AGREEMENT REGARDING SECURED AND UNSECURED TAXES is entered into by and between Buena Vista Biomass Power, LLC, a California limited liability company (BV Biomass”), the County of Amador, a political subdivision of the State of California acting through its Board of Supervisors, and Michael J. Muston (“Muston”). BV Biomass, the County, and Muston are collectively referred to as “Parties.”

RECITALS

A. The parties executed a settlement agreement (the “Original Agreement”) dated as of April 26, 2023 whereby the agreed, among a resolution of certain outstanding secured and unsecured property taxes upon the terms and conditions set forth in the Original Agreement. The Original Agreement is referred to herein as the “Agreement.”

B. The Parties desire to modify the terms of the Agreement as set forth in this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The second sentence in Paragraph 3 “**Obligations Contingent Upon Plant Sale; Termination**” is hereby amended to read as follows:

“Further, in the event that the Plant Sale is not completed on or before July 1, 2024, this Agreement shall automatically terminate.”

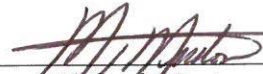
2. Except as set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

DATED: December 6, 2023

Buena Vista Biomass Power, LLC

By: 
Michael Muston
President


DATED: December __, 2023

County of Amador

By: _____
Jeff Brown,
Chairman, Board of Supervisors

DATED: December 6, 2023

Michael J. Muston



Board of Supervisors Agenda Item Report

Submitting Department: Human Resources

Meeting Date: December 19, 2023

SUBJECT

General Services Agency: Custodian II Status Change from Part-time to Full-Time

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Auditor, Budget Analyst, GSA and Human Resources

ATTACHMENTS

- [Memo - Custodian II Status Change.doc](#)



AMADOR COUNTY

HUMAN RESOURCES DEPARTMENT

• *Benefits* • *Personnel* • *Risk Management*
209) 223-6361 (209) 223-6456 (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: December 13, 2023

SUBJECT: Agenda Item for December 19, 2023 Board Consent Agenda
General Services Agency – Custodian II Status Change from Part-time to Full-Time

The General Services Director submitted a request to change the part-time Custodian II position to a full-time Custodian II position effective the pay period starting January 7, 2024. The addition of a newly rented building by the Sheriff's Department has increased the custodial staff's work load and changing the part-time employee from working six (6) hours per day to working eight (8) hours per day will help the custodial staff meet the additional cleaning needs.

Please approve the requested status change. If the request is not approved, the department will not be able to meet the additional custodial needs the new building has added.

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: December 19, 2023

SUBJECT

Amador Fire Safe Council: Discussion and possible action relative to approval of the Chairman's signature on letters of support for two grant applications the AFSC will be submitting in early January 2024. The proposed projects are as follows:

Ohio Hill Fuel Break Project (22-WP-AEU-57497816)

Volcano Hills Fuel Break Project (22-WP-AEU-57498028)

Recommendation:

Approval

4/5 vote required:

No

Distribution Instructions:

Amanda Watson, AFSC

ATTACHMENTS

- [BOS Cover Note.pdf](#)
- [BOS LOS_VolcanoHills \(1\).docx](#)
- [BOS_LOS_OhioHill__1_.docx](#)



Amador Fire Safe Council

PO Box 1055, Pine Grove, CA 95665

www.AmadorFireSafe.org

DATE: December 19, 2023
TO: Amador Board of Supervisors
FROM: Amador Fire Safe Council
SUBJECT: Letter of Support for Grant Applications

The Amador Fire Safe Council (AFSC) is requesting a letter of support for two grant application we will be submitting in early January. Attached is the draft letter of support for your consideration. Following is a brief summary of the project:

Both grants will help to continue the Community Fuel Break development program the Amador Fire Safe Council has established. These grants are being submitted to CAL FIRE as part of its wildfire prevention grant program. The objective is to create shaded fuel breaks around local communities. The intent is to actively engage residents of these communities in helping design the fuel breaks and securing rights-of-entry to treat larger private parcels adjacent to their communities. These projects will build off the success of the initial Community Fuel Break Development Project, in which the AFSC has worked with several communities to develop and start the planning for three community fuel breaks. Beyond constructing the two community fuel breaks, the current grant request would fund continued outreach and education to communities to create and support strategically placed community fuel breaks, Registered Professional Forester (RPF) assistance in designing the fuel breaks and ensuring environmental compliance, and financial support for initiating Firewise Communities.

In addition to the above-mentioned work, each of these projects will implement a strategically developed fuel break within the Wildland Urban interface that will project communities in Amador County.

Ohio Hill Fuel Break Project (22-WP-AEU-57497816)

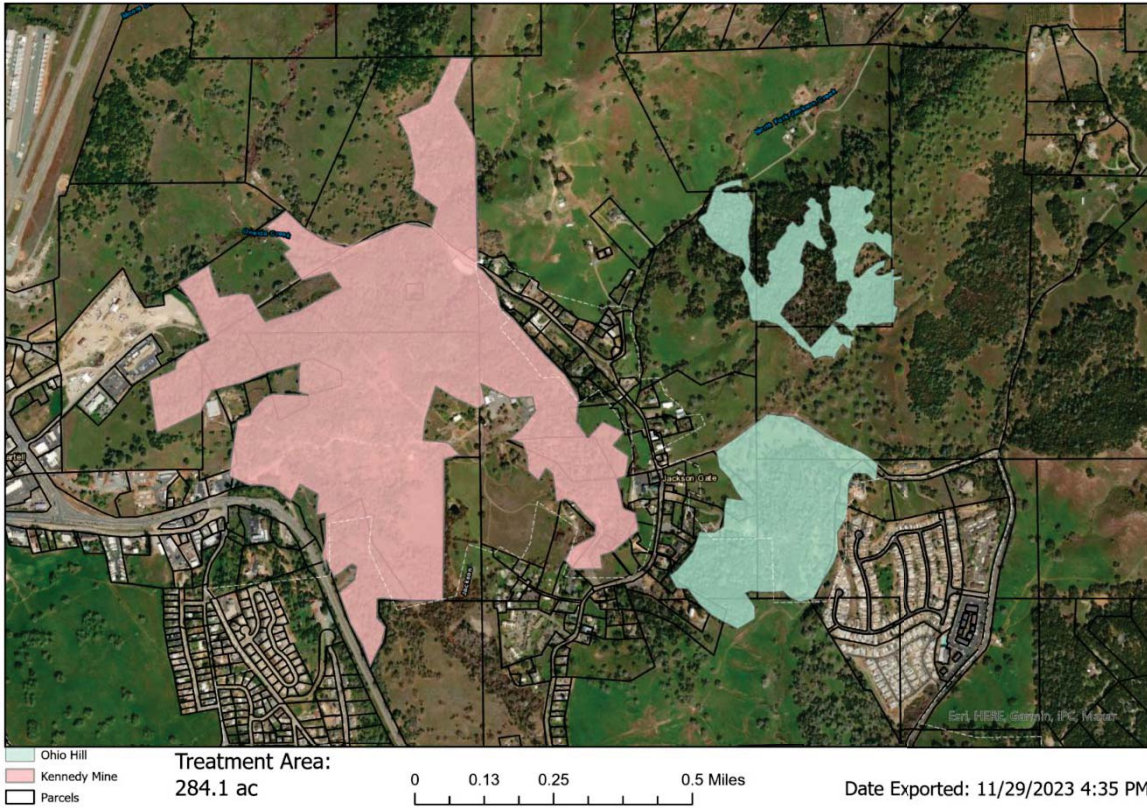
The project proposed in this grant will help fund the above-mentioned Community Fuel Break Development program as well as the implementation of the Ohio Hill Fuel Break. This fuel break would be located between the cities of Jackson and Sutter Creek. Work on this fuel break would take place on several private properties, the Kennedy Mine property as well as Motherlode Land Trust properties (see attached map).

Volcano Hills Fuel Break Project (22-WP-AEU-57498028)

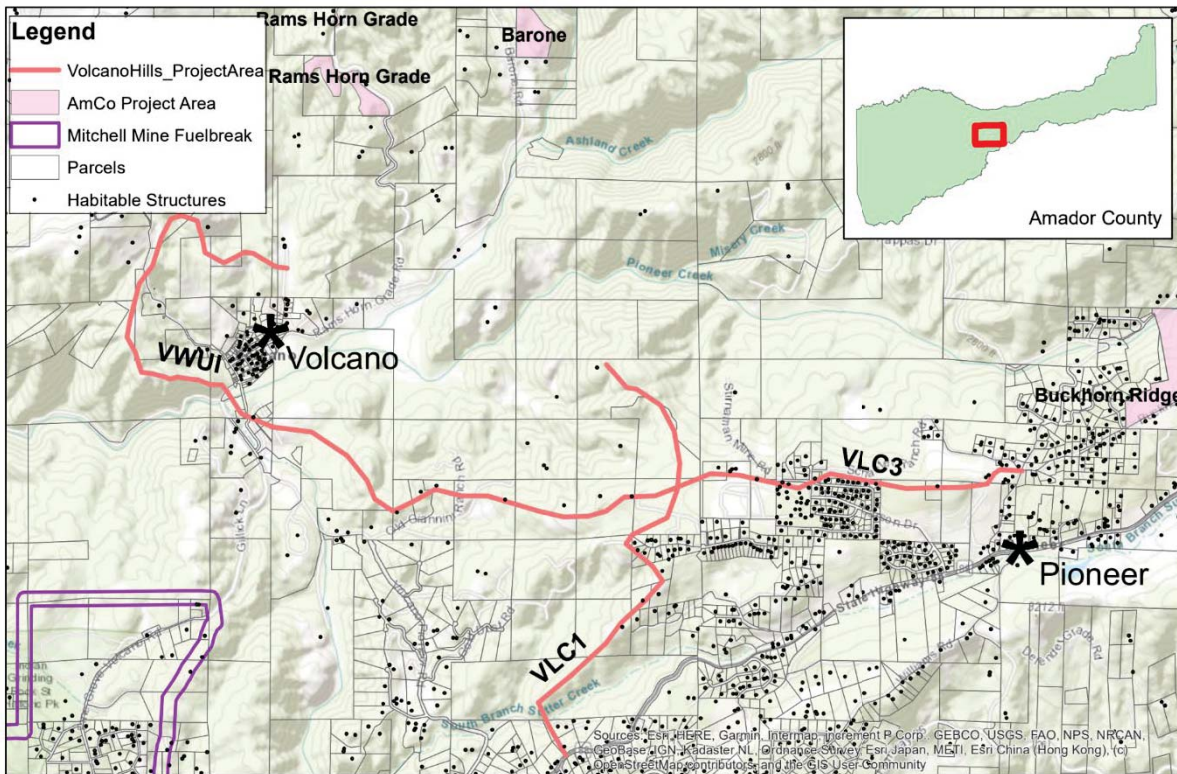
The project proposed in this grant application would fund the construction of the Volcano Hills Fuel Break that runs from Pioneer to Volcano (see attached map).

Thanks so much for consideration of our request.

Ohio Hill Fuel Break



Volcano Hill Proposed Project Area - Community Fuelbreak



Volcano Hills Proposed Project Area
 39,502 feet
 7.5 miles
 300 feet wide
 272 acres



BOS Letterhead

December 12th, 2023

Ms. Amanda Watson
Coordinator
Amador Fire Safe Council
PO Box 1055
Pine Grove, California 95665

Re: 22-WP-AEU-57498028 Volcano Hills Fuel Break Project

Dear Ms. Watson:

The County of Amador is pleased to voice its support for the Fire Prevention Grant the Amador Fire Safe Council (AFSC) is pursuing. We understand that grant funds will be used to establish a community fuel break within the wildland urban interface around the town of Volcano. This fuel break will enhance the protection of several local communities from catastrophic wildfire. Funding will be used to implement the Volcano Hills fuel break as well as work with additional communities to develop more strategically planned fuel breaks. As part of their strategic plan, the AFSC will initially focus on communities that have secured or are in the process of securing Firewise Community designation. We are pleased that, thanks to previous CAL FIRE grants, there are now 32 communities scattered throughout the county that have secured or are pursuing Firewise designation.

This grant will provide the funds to inspire truly grassroots efforts throughout the county. The AFSC has been working with local communities to develop the Volcano Hills Fuel Break. Communities in these areas have already begun reaching out to larger adjacent landowners to secure the right to construct strategically located shaded fuel breaks.

Good luck with your pursuit of this grant. Please keep us advised as to the progress on these important fuel breaks.

Sincerely,

Jeffrey L. Brown, Chair
Amador County Board of Supervisors

BOS Letterhead

December 12th, 2023

Ms. Amanda Watson
Coordinator
Amador Fire Safe Council
PO Box 1055
Pine Grove, California 95665

Re: 22-WP-AEU-57497816 Ohio Hill Fuel Break Project

Dear Ms. Watson:

The County of Amador is pleased to voice its support for the Fire Prevention Grant the Amador Fire Safe Council (AFSC) is pursuing. We understand that grant funds will be used to establish a community fuel break within the wildland urban interface of the city of Jackson. This fuel break will enhance the protection of several local communities from catastrophic wildfire. Funding will be used to implement the Ohio Hill fuel break as well as work with additional communities to develop more strategically planned fuel breaks. As part of their strategic plan, the AFSC will initially focus on communities that have secured or are in the process of securing Firewise Community designation. We are pleased that, thanks to previous CAL FIRE grants, there are now 32 communities scattered throughout the county that have secured or are pursuing Firewise designation.

This grant will provide the funds to inspire truly grassroots efforts throughout the county. The AFSC has been working with local communities to develop the Ohio Hill Fuel Break. Communities in these areas have already begun reaching out to larger adjacent landowners to secure the right to construct strategically located shaded fuel breaks.

Good luck with your pursuit of this grant. Please keep us advised as to the progress on these important fuel breaks.

Sincerely,

Jeffrey L. Brown, Chair
Amador County Board of Supervisors

Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: December 19, 2023

SUBJECT

23-21 Amador County Main Street Drytown Improvements

Resolution of Acceptance

Final Agreement and Release of Claims

Consolidated Engineering, Inc.

Recommendation:

1. Adopt resolution accepting the 23-21 Amador County Main Street Drytown Improvements as complete;
2. Authorize Chairman to sign Agreement and Release of Claims;
3. Approve the change order amount of \$16,309.00.

4/5 vote required:

No

Distribution Instructions:

Public Works

ATTACHMENTS

- [BOS Memo 23-21 Contract Closeout.pdf](#)
- [ATTACHMENT A Main Street Executed.pdf](#)
- [23-21 Resolution of Acceptance.doc](#)
- [CCO Main Street Signed.pdf](#)
- [Estimate Verification_23-21 Main Street_revised.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395

WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

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

MEMORANDUM

TO: Board of Supervisors
FROM: Richard Vela, Director, Department of Transportation and Public Works
DATE: December 19, 2023
SUBJECT: 23-21 Amador County Main Street Drytown Improvements
Resolution of Acceptance
Final Agreement and Release of Claims
Consolidated Engineering, Inc.
CONTACT: Richard Vela (223-6457)



Overview

On November 13, 2023, Consolidated Engineering, Inc. (Contractor) was granted substantial completion for the work, the "23-21 Amador County Main Street Drytown Improvements," commencing the one-year guarantee period.

The attached resolution has been prepared to formally accept the work done by Contractor for the project.

The Department has received the Agreement and Release of Claims, with Contractor signature. The Agreement and Release of Claims is being presented at this time to formally close the construction contract and release the final payment to Contractor.

During project construction, a change order was requested and accepted to pave a 550 foot section of Spanish Street from the edge of the project limits to where the County road crew performed paving improvements in the previous year. This work was proposed to be completed by the road crew at a later date. However, it was advantageous to the County to have this additional work performed with the project. The change order amount for this work is \$16,309.00. Per Section 4-1.05D of the project contract documents, the Public Works Director can authorize change orders up to a total amount equal to 5% of the Contract Amount. With a Contract Amount of \$159,349.95, the limit of the Public Works Director's approval authority is \$7,967.50. This approval limit was exceeded by \$8,341.50 (5.23% of the Contract Amount). The Department is requesting the approval of the change order amount of \$16,309.00.

Requested Actions

1. Adopt resolution accepting the 23-21 Amador County Main Street Drytown Improvements as complete;
2. Authorize Chairman to sign Agreement and Release of Claims;
3. Approve the change order amount of \$16,309.00.

Fiscal Impact

The original Contract Amount was \$159,349.95. The engineer's estimate for the work was \$197,000. With the \$16,309.00 change order, the final project cost came in at \$175,658.95. The funding for the project is from SB1 funds. A final payment of \$175,658.95 will be made to Contractor upon approval, which constitutes the full payment.

Attachments: Resolution of Acceptance
Agreement and Release of Claims
Final Project Costs and Payment

ATTACHMENT A

AGREEMENT AND RELEASE OF CLAIMS

This Agreement and Release of Claims (“Agreement and Release”), made and entered into this 19th day of December, 2023, by and between the County of Amador (“County”), and Consolidated Engineering, Inc. (“Contractor”), whose place of business is 5860 Amos Lane, Valley Springs, CA, 95252.

RECITALS

A. On September 12, 2023, 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 furnishing of all labor, materials, and equipment for the construction of hot mix asphalt paving, traffic handling, pavement delineation, and any additive work as specified, 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	\$ <u>159,349.95</u>
Modified Contract Sum	\$ <u>175,658.95</u>
Payment to Date	\$ <u>166,876.00</u>
Damages	\$ _____
Payment Due Contractor	\$ <u>175,658.95</u>

2. Subject to the provisions of this Agreement and Release, County shall forthwith pay to Contractor the sum of One Hundred Seventy Five Thousand Six Hundred Fifty Eight Dollars and Ninety Five Cents (\$175,658.95) 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 date of such payment.

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:

<u>Claim No.</u>	<u>Date Submitted</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>
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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: Consolidated Engineering, Inc.

By: _____
Chairman, Board of Supervisors

By: *Blake Ehlers*  _____

Name (please print): Blake Ehlers

Title: Project Manager

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

IN THE MATTER OF:

RESOLUTION ACCEPTING 23-21)	RESOLUTION NO. 23-XXX
AMADOR COUNTY MAIN STREET)	
DRYTOWN IMPROVEMENT)	
AS COMPLETE)	

WHEREAS, the contractor has completed construction of road repair work on Main Street and Spanish Street, Drytown in Amador County, California; and

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby accept the work by Consolidated Engineering, Inc. for the 23-21 Amador County Main Street Drytown Improvements as complete.

BE IT FURTHER RESOLVED by said Board that the Department of Transportation and Public Works Director has found that no liens or Stop Notices are filed and gives the Director authorization to release retention and final payment.

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 19th day of December 2023, by the following vote:

AYES: Jeff Brown, Richard M. Forster, Frank Axe, Patrick Crew, and Brian Oneto
NOES: None

Chairman, Board of Supervisors

ATTEST:

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

Deputy

Contract Change Order No. 1

To: Consolidated Engineering, Inc.

You were hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowances will be made for idle time. Change requested by Resident Engineer.

1	FI 01	Mobilization, Demobilization & Final Cleanup		\$	-
2	FI 02	Traffic Control		\$	-
3	FI 03	Stormwater Pollution Prevention Plan		\$	-
4	FI 04	Construction Staking and Monumen: Preservation		\$	-
5	FI 05	Adjust Utility Box/Vault (water)	INCREASE	\$	2,800.00
6	FI 06	Roadway Excavation and Subgrade Preparation		\$	-
7	FI 07	Rough Grading		\$	-
8	FI 08	AC Dike			
9	FI 09	2" High Asphalt Speed Bump			
10	FI 10	6.0" Asphalt Overlay		\$	-
11	FI 11	6" Paint – White (Detail 27B)			
12	FI 12	6" Paint – Yellow (Detail 21)		\$	-
13	FI 13	3" Asphalt Overlay	INCREASE	\$	12,009.00
14	FI 14	Conform Grinds and Driveways	INCREASE	\$	1,500.00
15	FI 15				
Total Cost:				\$	16,309.00

FI 04
 Original Contract: \$159,349.95 Change Order Totals: \$ 16,309.00 New Contract Cost: Total \$175,658.95

By reason of the order the time of completion will be adjusted as follows: **Add No (0) Working Days**

Submitted by: _____ Resident Engineer Date: _____
 Approval Recommended: _____ Project Manager Date: _____
 Approved by: _____ Director, Transportation Date: _____

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices and time extensions shown above.

Acceptance Date: 12/13/23 Contractor: Consolidated Engineering, Inc.
 By: Blake Ehlers Title: Project Manager

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

 Chair, Board of Supervisors

Board of Supervisors Agenda Item Report

Submitting Department: Public Health

Meeting Date: December 19, 2023

SUBJECT

Public Health - Approval of CMS Plan.

Recommendation:

Approve and Sign. Fiscal year 2023-2024 CMS Plan.

4/5 vote required:

No

Distribution Instructions:

Return signed pages to Claudia in Public Health.

ATTACHMENTS


- [FY23-24 Annual CMS Plan.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: December 12, 2023

SUBJECT: FY2023/2024 Annual CMS Plan Documents

Attached you will find the Foster Care, CHDP and CCS Program documents and budgets for fiscal year 2023-2024 for your approval.

The four programs contained within this budget submittal include: California Children's Services (CCS), the Child Health and Disability Prevention Program (CHDP), the Health Care Program for Children in Foster Care (HCPCFC), and Health Care for Children in Foster Care - Psychotropic Medication Monitoring & Oversight (HCPCFC-PMMO), and Health Care Program for Children in Foster Care – Caseload Relief (Caseload Relief). All five programs are under the direction of the State Department of Health Care Services.

The budget process is an annual process and has been since the inception of each program. The CCS program was first instituted in early 1900 for the treatment and rehabilitation of children affected during the polio outbreak. The CHDP program began in 1967 as an amendment to Title 19 of the Social Security Act to provide preventive health services for children. The HCPCFC was established in 2000 and PMMO was added in 17/18 and now Caseload Relief has been added this year 22/23.

All four programs are based on assigned allocations from the state. The administrative reimbursement is based on each programs' personnel FTE (Full Time Equivalents). The county program bills the state branches quarterly after having submitted the annual budget. All invoicing is based on a quarterly time study completed by all personnel in each of the respective programs.

**Plan and Budget Required Documents Checklist
Fiscal Year: 2023-2024**

Document	Document Number
Checklist	1-2
Agency Information Sheet	3
Certification Statements	
A. Certification Statement (CHDP) – Original and one photocopy	4
B. Certification Statement (CCS) – Original and one photocopy	5
Agency Description	
Brief Narrative	Retain locally
Organizational Charts for CCS, CHDP, and Public Health	7-9
CCS Staffing Standards Profile	Retain locally
Incumbent Lists for CCS, CHDP	10-11
Civil Service Classification Statements – Include if newly established, proposed, or revised	12-16
Duty Statements – Include if newly established, proposed, or revised	17-20
Implementation of Performance Measures – Performance Measures for FY 2012—2013 are due November 30, 2013.	N/A
Data Forms	
CHDP Program Referral Data	N/A
Memoranda of Understanding and Interagency Agreements List	
MOU/IAA List	21
New, Renewed, or Revised MOU or IAA	N/A
CHDP IAA with DSS biennially	Retain locally
Interdepartmental MOU for HCPCFC biennially	Retain locally
Budgets	
CHDP Administrative Budget (No County/City Match)	
Budget Summary	22
Budget Worksheet	23
Budget Justification Narrative	24
CHDP Administrative Budget (County/City Match) - Optional	
Budget Worksheet	NA
Budget Justification Narrative	NA
Budget Justification Narrative	NA

**Plan and Budget Required Documents Checklist
Fiscal Year: 2023-2024**

Document	Document Number
CHDP Foster Care Administrative Budget (County/City Match) - Optional	
Budget Summary	N/A
Budget Worksheet	N/A
Budget Justification Narrative	N/A
CCS Administrative Budget	
Budget Summary	25
Budget Worksheet	26
Budget Justification Narrative	27
HCPCFC Budgets	
HCPCFC Checklist	28
HCPCFC Incumbent List	28
HCPCFC Org Chart	28
Base Budget Summary	28
Base Budget Worksheet	28
Base Budget Justification Narrative	28
PMMO Budget Summary	28
PMMO Budget Worksheet	28
PMMO Justification Narrative	28
Base Civil Service Classification Statements	28
PMMO Civil Service Classification Statements	28
Base Duty Statements	29
PMMO Duty Statements	30
Other Forms	
County/City Capital Expenses Justification Form	
County/City Other Expenses Justification Form	
Management of Equipment Purchased with State Funds	
1. Contractor Equipment Purchased with DHCS Funds Form (DHCS1203)	N/A
2. Inventory/Disposition of DHCS Funded Equipment Form (DHCS1204)	N/A
3. Property Survey Report Form (STD 152)	N/A

Agency Information Sheet

County/City: **Amador**

Fiscal Year: 2023-2024

Official Agency

Name:	Amador County Public Health Department	Address:	10877 Conductor Blvd, Ste. 400 Sutter Creek, CA 95685
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CCS Administrator

Name:	Joanne Hasson	Address:	10877 Conductor Blvd, Ste. 400 Sutter Creek, CA 95685
Phone:	209-223-6677		
Fax:	209-223-3524	E-Mail:	jhasson@amadorgov.org

CHDP Director

Name:	Joanne Hasson	Address:	10877 Conductor Blvd, Ste. 400 Sutter Creek, CA 95685
Phone:	209-223-6677		
Fax:	209-223-3524	E-Mail:	jhasson@amadorgov.org

CHDP Deputy Director

Name:	Joanne Hasson	Address:	10877 Conductor Blvd, Ste. 400 Sutter Creek, CA 95685
Phone:	209-223-6677		
Fax:	209-223-3524	E-Mail:	jhasson@amadorgov.org

Clerk of the County Board of Supervisors or City Council

Name:	Jennifer Burns	Address:	810 Court Street Jackson, CA 95642
Phone:	209-223-6470		
Fax:	209-257-0619	E-Mail:	jburns@amadorgov.org

Director of Social Services

Name:	Anne Watts	Address:	10877 Conductor Blvd, Ste. 200 Sutter Creek, CA 95685
Phone:	209-223-6625		
Fax:	209-257-0242	E-Mail:	awatts@amadorgov.org

Chief Probation Officer

Name:	Mark Bonini	Address:	675 New York Ranch Road Jackson, CA 95642
Phone:	209-223-6387		
Fax:	209-223-6403	E-Mail:	MBonini@amadorgov.org

State of California—Health and Human Service: Department of Health Care Services
Child Health and Disability Prevention Program

Certification Statement	County/City: Amador	Fiscal Year: 2023-24
<p>I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Integrated Systems of Care Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.</p>		

Joanne Hasson		
CHDP/County Authorized Representative <i>Jeff Brown</i>	Signature <i>Jeffrey Brown</i>	Date 9-12-2023
Local Governing Body Chairperson Name,	Signature	Date

Amador County CCS Budget

Certification Statement - California Children's Services (CCS)

County/City: AMADOR

Fiscal Year: 2022-2023

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.



Signature of CCS Administrator

12/11/23

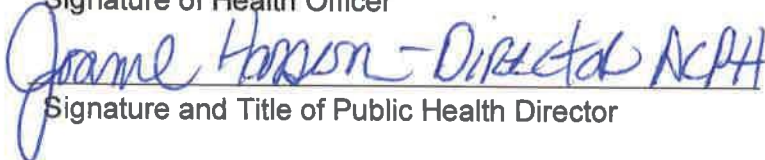
Date Signed



Signature of Health Officer

12/13/2023

Date Signed



Signature and Title of Public Health Director

12/11/23

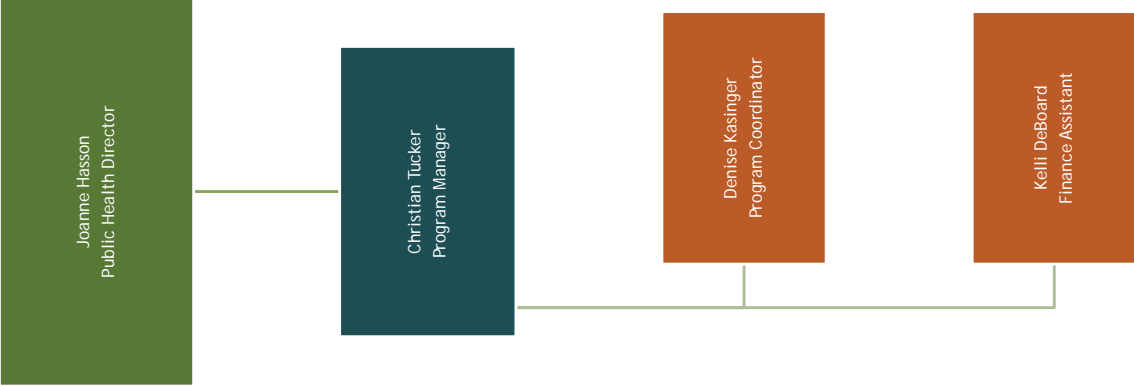
Date Signed

I certify that this plan has been approved by the local governing body.

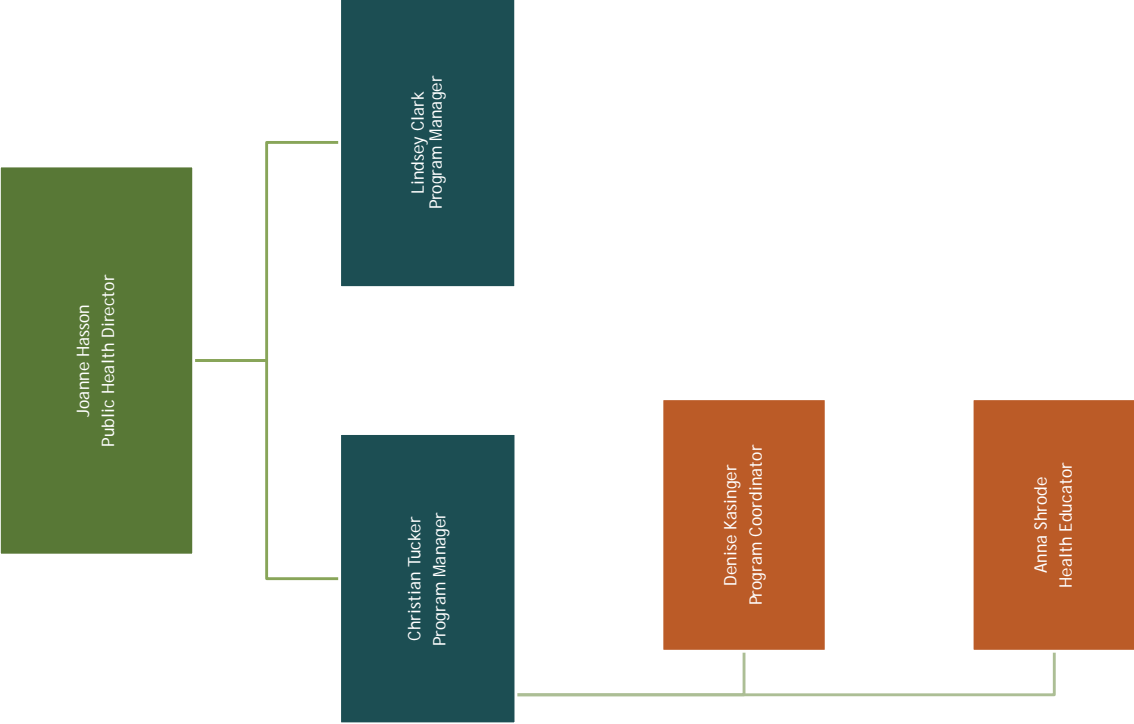
Signature of Local Governing Body Chairperson

Date

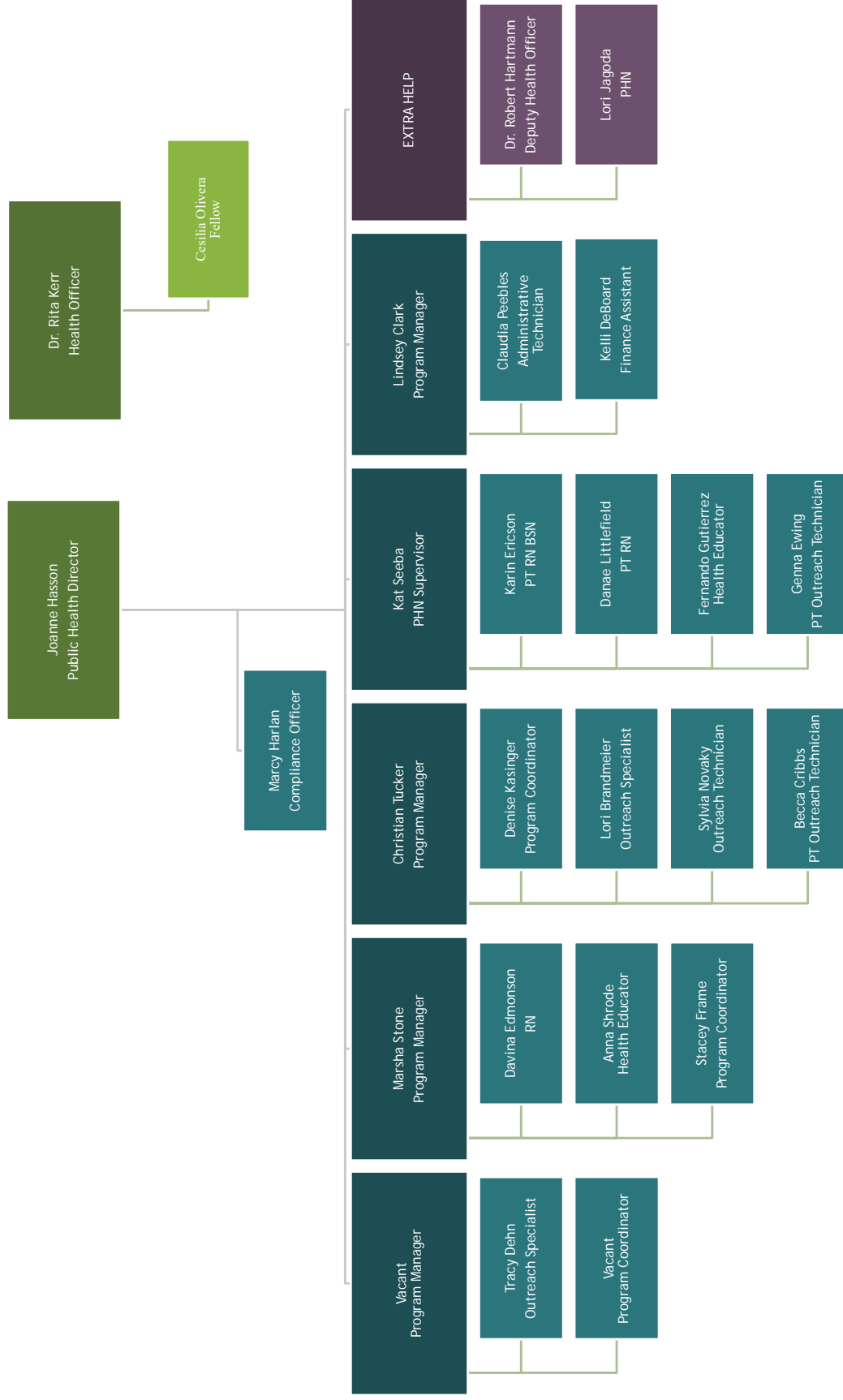
CCS Org Chart



CHDP Org Chart



Amador County Public Health



Amador County CMS Budget

Incumbent List - California Children's Services

For FY 2019-20, complete the table below for all personnel listed in the CCS budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

Identify Nurse Liaison positions using: MCMC for Medi-Cal Managed Care; HF for Healthy Families; IHO for In-Home Operations, RC

County/City: **AMADOR**

Fiscal Year: **2023-2024**

Job Title	Incumbent Name	FTE % on CCS Admin Budget	FTE % on CCS MTP Claims Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
CCS Administrator/PHN Case Manager	Joanne Hasson	15%	N/A	85% (COVID expanded funds, IZ-COVID R3, Home Visiting, CHDP, HCPCFC, PMMO, Public Health Realignment)	NO	NO
Program Coordinator	Denise Kasinger	60%	N/A	40% (TRAC) CHDP)	NO	NO
Finance Assistant I	Kelli DeBoard	10%	N/A	90% (Home Visiting) FoPH)	YES	YES
Program Manager	Christian Tucker	15%	N/A	85% (CHDP, MCAH, SNAP-ED, Tobacco Reduction, FoPH)	NO	NO

Amador County CMS Budget

Incumbent List - CHDP

For FY 2023-24, complete the table below for all personnel listed in the CHDP budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

Identify Nurse Liaison positions using: MCMC for Medi-Cal Managed Care; HF for Healthy Families; IHO for In-Home Operations, RC

County/City: **Fiscal Year: 2023-2024**

Job Title	Incumbent Name	FTE % on CHDP Base Budget	FTE % in Other Programs (Specify)	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)
Director	Joanne Hasson	15%	85% (COVID expanded funds, IZ-COVID R3, Home Visiting, CCS, HPCFC, PMMO, Public Health Realignment)	NO	NO
Program Coordinator	Denise Kasinger	10%	90% CCS, TRAC	YES	YES
Program Manager	Lindsey Clark	10%	90% (Fiscal for all PH)	NO	NO
Health Educator I	Anna Shrode	5%	95% (Oral Health, IZ-COVID R3)	NO	NO
Program Manager	Christian Tucker	25%	75% (CCS, MCAH, SNAP-ED, Tobacco Reduction, FoPH)	NO	NO

PUBLIC HEALTH DIRECTOR

DEFINITION

Directs the activities of the County's Public Health Programs including personnel management, program planning and evaluation, and public relations; to plan, organize, schedule, assign and supervise the work of public health nursing, community health nursing, and other health services staff; to organize, coordinate, evaluate and direct special programs; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a Department Head class with responsibility for planning, organizing, directing, and supervising public health programs and the work of professional and non-professional public health staff.

REPORTS TO

Director of Health and Human Services.

CLASSIFICATIONS DIRECTLY SUPERVISED

This position provides direct supervision to Public Health Nurse Supervisors, Health Educator, Health Education Assistants and contractual employees. Could supervise Public Health Nurse I & II, Registered Nurse, Nurse Practitioners, Administrative Supervisor, Physical/Operational Therapist and Administrative Secretaries.

EXAMPLES OF DUTIES

Provide direction on the interpretation and application of public health laws and regulations. Follow the guidelines of the Health & Safety Code related to public health. Direct and administer public health programs, including program development, budget development, budget oversight and accountability. Provide direction and oversight for public health programs and activities, including communicable disease control, tuberculosis control, sexually transmitted disease and AIDS prevention and control; California Children Services, Family Planning and MCH; advises staff on the interpretation and application of agency policies; evaluate the effectiveness of current public health policies and practices, performs program planning and development work; assists with grant development and administration; participate in TCM and MAA administrative activities; prepares reports and correspondence; prepares and reviews annual program budgets; interprets policies and regulations for the public; acts as consultant to outside agencies; represents the Department with other government agencies; acts as chief advisor to Director of Health and Human Services on public health matters; selects and hires public health staff.

PUBLIC HEALTH DIRECTOR - 2

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; ability to climb, stoop, crouch and kneel; lift and move object weighing up to 25 pounds without assistance; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office or clinic environment; exposure to communicable disease; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, methods, and procedures of general nursing and public health nursing.
- Community public health problems and issues and their relationship to the development and operations of public programs and services.
- Federal, State, and County laws and regulations applicable to public health program and communicable disease control.
- Causes, means of transmission, and method of control of communicable diseases, including sexually transmitted diseases, AIDS and tuberculosis.
- The sociological and cultural problems involved in a public health nursing program.
- Program planning and development.
- Principles, techniques, and practices of business and public health administration.
- Budget development and expenditure control.
- Principles and techniques of effective employee supervision, training, and development.

Ability to:

- Plan, organize, supervise, and administer the functions and services of a Public Health Nursing Program.
- Develop, organize, analyze, and interpret statistical data.
- Provide direction, supervision and training for Department staff.
- Develop and administer a budget and control expenditures.
- Review the work of Department staff and resolve problems.
- Be responsible for the development, maintenance, and preparation of public health statistics, medical records, and reports.
- Direct the preparation and prepare clear, concise reports.
- Effectively represent the Health Department in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships.
- Coordinate assigned activities with community organizations and other government agencies.

PUBLIC HEALTH DIRECTOR - 3

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Five (5) years of experience performing public health nursing work, including two (2) years in a management or supervisory capacity. (Possession of (1) a Master of Public Health degree from a program accredited by the American Public Health Association; or (2) a Master's degree in Health Administration may substitute for one year of the required experience.)

Graduation from college with a BA degree in nursing.

Special Requirements: Possession of a valid license as a Registered Nurse in California and a certificate as a Public Health Nurse in California issued by the State Department of Health Services.

Possession of an appropriate California Driver's License issued by the California Department of Motor Vehicles.



FLSA: EXEMPT
EEO: 4
OCTOBER 2023

PUBLIC HEALTH PROGRAM COORDINATOR

DEFINITION

The Program Coordinator plays a pivotal role in planning, implementing, and coordinating public health program and initiatives. This position works closely with various stakeholders to promote and improve community health outcomes. The Health Coordinator will support the development and execution of strategies to address public health issues, focusing on prevention, education and community.

DISTINGUISHING CHARACTERISTICS

Incumbents in this position are expected to provide community outreach and education, develop and plan Public Health programs, collect and analyze data, collaborate and partner, advocate for policy, manager resources and evaluate a programs and their impacts and identify areas for improvement.

REPORTS TO

Higher-level management staff.

CLASSIFICATIONS SUPERVISED

This classification does not exercise supervision over lower level 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.

- Collaborate with the Public Health Director/Manager to develop and refine public health programs, campaigns, and initiatives.
- Assist in creating program goals, objectives and performance indicators.
- Research and gather data to inform program design and implementation.
- Prepares periodic program performance reports requested by the state.
- Engage with community members, organizations, and stakeholders to assess public health needs.
- Develop and deliver educational materials and workshops to raise awareness and promote health behaviors.

- Coordinate community events and health fairs to provide access to health resources and services.
- Collect and maintain accurate data on health-related issues, demographics, and trends within the community.
- Analyze data to identify health disparities and emerging public health concerns.
- Prepare reports and presentations to communicate findings to stakeholders.
- Collaborate with local healthcare providers, government agencies, non-profit organizations, and community groups to leverage resources and expertise.
- Build strong working relationships with key partners to enhance public health efforts.
- Stay informed about local, state, and federal public health policies and regulations.
- Advocate for policies that promote public health and address health inequities.
- Assist in budget development and management for public health programs.
- Ensure efficient use of resources and compliance for funding requirements.
- Monitor program outcomes and evaluate their impact on community health.
- Identify areas for improvement and implement changes to enhance program effectiveness.

Expected duties if assigned to the Health Clinic function:

- Coordinate the services and operations of County clinics to ensure efficient workflow, use of a health records system, and adherence to County and clinic policy and procedures.
- Work closely with physicians and management groups to create and manage contracted services for the clinics.
- Coordinate and maintain a system to receive and respond to patient complaints.
- Work closely with the County medical staff to ensure activities needed to maintain a consistent workflow within all aspects of the clinic operations.

ESSENTIAL QUALIFICATIONS

Knowledge of:

- Public health principles, epidemiology, and health promotion.
- Local public health resources and agencies.
- Effective marketing and communication strategies.
- Modern office procedures including filing, typing, faxing, e-mailing, and business telephone techniques.
- Organizational and time management skills.
- Programs and services with health clinics and systems.

Ability to:

- Work and communicate effectively with people of various education and socioeconomic backgrounds by respecting beliefs, interpersonal styles and behaviors of both clients and co-workers.
- Operate contemporary office equipment inclusive of a computer, keyboard, and all applicable electronic equipment.
- Organize, implement, and direct program staff to ensure compliance with County policy and State and Federal requirements; develop and recommend policies and procedures related to assigned operations.
- Organize and delegate work appropriately to meet deadlines.
- Learn and understand HIPAA rules and regulations.
- Effectively work independently and in a team-oriented environment.
- Prepare and monitor assigned budget and grants.
- Read, interpret, complex documents, rules, regulations, policies, and procedures.
- Establish goals and objectives, and implement plans to meet those objectives.
- Collect and evaluate information, establish facts, draw valid conclusions, and take appropriate actions or make appropriate recommendations.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Communicate clearly and effectively in all forms of communications by using correct grammar, punctuation, and spelling.
- Prepare clear and concise reports, charts, graphs, and other documents.
- Retain and recall information.
- Understand and follow verbal and written instructions.
- Maintain productivity with frequent interruptions.
- Use patience, tact, and courtesy in dealing with people under various circumstances.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; average manual dexterity and eye hand coordination; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; 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

Associate's Degree or Bachelor's Degree in Public Health, Health Education, Marketing or related field preferred.

Experience

Three (3) years of progressively responsible administrative experience working in local government, community outreach, health education or program coordination.

SPECIAL REQUIREMENTS

Possession of, or ability to obtain, an appropriate, valid California driver's license.



FLSA: EXEMPT
EEO: 2
SEPTEMBER 2022

PUBLIC HEALTH PROGRAM MANAGER

DEFINITION

Under direction of the Director of Public Health, serves as a Program Manager, performing management, administrative and supervisory duties in relation to the planning, implementation, organization and oversight of an identifiable program or programs within the department of Public Health. This includes, but is not limited to: staff supervision, program monitoring and evaluation, and program service coordination. The incumbent is a team member and works collaboratively with the Health Department's management/supervisory team.

DISTINGUISHING CHARACTERISTICS

The Public Health Program Manager is a supervisory classification within the Public Health Department that is responsible for overall administration of an assigned identifiable program or programs within the Public Health Department. Assist the Director of Public Health in planning, developing, and managing Public Health Department programs. Program duties may be performed by County staff, Community Based Agencies or Contracted services. The Program Manager is also responsible for the oversight of timely and accurate evaluation and reporting to funding sources, in collaboration with other team members. Also completes yearly staff performance reviews and/or contract agency evaluations. Is a team player.

REPORTS TO

Director of Public Health

CLASSIFICATIONS SUPERVISED

Any staff or contractors assigned to programs including Outreach Technicians, Outreach Specialists, Program Coordinators, and Health Educators.

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.

- Keeps Public Health Director fully updated and informed of all critical issues related to their programs and staff.

- Directs, manages and supervises the activities of assigned staff, orienting and training, and conducting performance evaluations.
- May assist in budget preparation and administration of the program(s).
- Conducts employee performance evaluations, may handle disciplinary actions, and provides guidance and support in the professional development of staff.
- Monitors current community organization or agency contracts for completion of scope of work.
- Implements disciplinary action when necessary in consultation with the Director of Public Health.
- Prepares and/or approves program work plans and management, productivity, and funding reports in a thorough and timely basis for program management purposes and for all program funding sources.
- Assists the Director of Public Health and Amador County Stakeholders in assessing community needs, setting program priorities, and developing a plan of action to meet those needs.
- Develops policies and procedures for the program and ensures compliance through regular monitoring and reports.
- Works in collaboration with other Public Health Program Managers, including cross-training to have working knowledge across Department programs.

ESSENTIAL QUALIFICATIONS

Knowledge of:

- Principles and methods of administrative supervision, staff development, and training.
- Program development principles, including the design and implementation of community needs assessments, planning, and implementation of work plans and budgets.
- Community organizations' activities, other county departments' functions, and other resources pertinent to the operation of the program.
- Application of quality assurance and program evaluation.
- Legislative and administrative rules and regulations pertaining to public health operations.

Ability to:

- Effectively counsel staff in the performance of their duties.
- Assist in budget preparation and administration.
- Design and implement program evaluation strategies to account for outcomes.
- Interpret, apply, and explain Federal and State laws, rules, and regulations governing public health programs and services.
- Effectively communicate verbally and in writing.
- Establish and maintain effective working relationships.
- Deal tactfully, respectfully, and courteously with the public and other county staff.

- Make public speaking presentations before groups and organizations.
- Maintain the confidentiality of administrative, personnel, and clinical information
- Effectively represent Amador County Public Health Department with public and community organizations.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment and in meetings in the community; some out of town travel required; 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

Equivalent to a bachelor's degree from an accredited four-year university with major coursework in public health, public administration, business administration, or a field related to the program(s) to which assigned.

Experience

Three (3) years of experience providing professional level administrative, management support or professional level experience in the programmatic area(s) to which assigned.

SPECIAL REQUIREMENTS

Possession of or ability to obtain a valid California Driver's License and a satisfactory driving record.

FINANCE ASSISTANT I

DEFINITION

Under immediate supervision, performs routine clerical accounting activities related to the preparation and maintenance of financial and statistical records in a manual or automated environment; receives and learns to process accounting transaction documents; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This is the entry level classification in the Finance Assistant series. This classification is responsible for performing the more routine tasks and duties assigned to positions within the series. Assignments are generally limited in scope and are performed within a procedural framework. This classification is distinguished from the Finance Assistant II in that the latter is the journey level of the series, with responsibility for independently performing the full range of assigned duties.

REPORTS TO

Higher level management or supervisory staff.

CLASSIFICATIONS SUPERVISED

This classification does not exercise supervision over 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 routine clerical duties in the maintenance of financial records; makes arithmetical tabulations; receives, processes and files various financial documents such as invoices and similar requests for payment; may prepare and distribute invoices; may handle money transactions and transactions involving other negotiable items related to department's programs and operations; assists with the processing of files and documents such as invoices, bills, purchase orders, forms, and other records; operates automated systems to produce letters, reports, summaries, notices, checks, data, spreadsheets, and standardized forms; may assist the public on questions regarding County taxes and fiscal records; may assist in the tax collection process including the billing, processing, collection of payment, preparation and recording of tax liens as well as the release of tax liens; assists in data collection to process vehicle title transfer requests; contacts vendors and researches past due invoices; performs other clerical duties such as typing, filing, counter and customer service, copying, answering phones, etc.; and performs related duties as required.

FINANCE ASSISTANT I - 2

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and fax machine.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; continuous contact with staff and the public.

MINIMUM QUALIFICATIONS

Knowledge of:

- General clerical accounting practices.
- Modern office practices, methods, and procedures including computers and assigned software processes.
- Principles and practices of customer service.
- Principles and practices of records and file maintenance.
- Basic mathematics such as addition, subtraction, multiplication, division, decimals, fractions, and percentages.
- Methods, practices, and procedures of bookkeeping, accounts receivable, and accounts payable processes.
- Common word processing, spreadsheet, and database software packages.

Ability to:

- Learn the specialized fiscal operation of assigned department or unit.
- Learn to track and reconcile information between documents, accounts and ledgers.
- Perform routine clerical accounting duties in assigned area.
- File and maintain finance and accounting records.
- Make arithmetic computations with speed and accuracy.
- Calculate solutions to math problems including addition, subtraction, division, multiplication, percentages, decimals, and fractions.
- Enter data quickly and accurately into automated system.
- Operate standard office machines including computers and specialized software.
- Locate, identify, and correct inaccurate or incomplete information.
- Understand and carry out oral and written directions.
- Communicate effectively, both orally and in writing.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

FINANCE ASSISTANT I - 3

Training and Experience: *Any combination of training which would likely provide the required knowledge and experience is qualifying. A typical way to obtain the required knowledge and abilities would be:*

Education

A high school diploma or GED equivalent.

Experience

One (1) year of full-time experience in bookkeeping or comparable financial or accounting program support.

Special Requirements

Possession of an appropriate, current, and valid California Driver's License issued by the California Department of Motor Vehicles.

HEALTH EDUCATOR I

DEFINITION

Under direction, plans, organizes, coordinates and implements public health education programs; provides administrative services including grant writing, budget development and monitoring for public health education programs; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This class is the journey level classification in the Health Educator series responsible for developing, coordinating, implementing, and conducting public health information and community education services. Incumbents in this classification are assigned to specific duties generally related to and with a primary role in one or more particular programs, in areas such as: chronic disease prevention, communicable disease prevention, Maternal and Child Health, oral health, injury prevention, Bio-terrorism, and other public health prevention programs; incumbents may receive lead direction from a Health Educator II.

REPORTS TO

Director of Public Health

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

EXAMPLES OF DUTIES

Plans, schedules, and coordinates program services in health education, with a primary role in one or more programs; assists in the coordination of prevention programs; develops training schedules; plans and conducts in-service programs, assessing the success of each training session; establishes and maintains liaison activities in the community with private agencies, community organizations, and professional groups related to assigned health education area; assists in grant writing, program development and monitoring; may assist with budget monitoring; prepares marketing strategies and distributes health education materials, including reports, pamphlets, posters, exhibits, news releases and radio scripts; participates in health education programs, conferences and community programs; provides technical assistance in development of health education assessments, interventions, and protocols; implements strategies to raise awareness of health issues; conducts surveys of public health issues to develop new education programs; assists in the development of program scopes of work and the reporting related to the scope of work accomplishments; assist in community needs assessments and program plan developments.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and fax machines.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; some travel to nearby agencies or other locations as assigned; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, methods, and techniques of public health education program planning, development, implementation, and monitoring.
- Functions, programs and services of both public and private agencies involved in health education activities.
- Public health statistical and survey methods.
- Principles of budget preparation and review related to public agency grants.
- Methods and techniques of disseminating information to the public.
- Community resources and demography.
- Grant writing techniques/administration.
- Principles of effective oral and written communication.
- Principles of public health government organizations.

Ability to:

- Communicate effectively both orally and in writing.
- Develop, implement and monitor health education programs.
- Analyze data, identify target service groups and recommend and establish program priorities.
- Review and prepare financial documents and information
- Effectively represent the Health Department in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships with staff, other agencies, public and media.
- Maintain confidentiality of protected client information related to public health.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years paid experience in providing health education services; and

Graduation from an accredited college or university with a four-year Bachelor's degree in public or community health education; or

A Master's Degree in public health from an accredited program in an appropriate discipline

such as community or public health, public policy, or a closely related field.

Substitution: One additional year of experience of the type noted above may be substituted for the required specific Bachelor's degree. An additional year of experience of the type noted above may be substituted for one year of the bachelor's degree, up to a maximum of two years.

Special Requirements: Possession of an appropriate California Driver's License issued by the California Department of Motor Vehicles.

Examples of duties enhanced 81.08%:

SPMP Program Planning:

- Plan programs that increase the access of care for the Medi-Cal CCS population
- Collaborate with the Managed Medi-Cal Plans to increase the number of CCS clients enrolled in Medi-Cal
- Medi-Cal review of County CCS charts to ensure program integrity

SPMP Training:

- Attend trainings related to the proper operation and efficiency of the Medi-Cal system, including provider trainings.

Quality Management:

- Review charts to determine if CCS medical services are appropriate and within medical guidelines and program eligibility
- Review timeliness of SAR requests put into the system by local staff
- Review and complete Performance Measure Reporting as required by the state

Inter/Intra Agency Collaboration:

- Collaborate with the Managed Medi-Cal Plans to increase the number of CCS clients enrolled in Medi-Cal
- Assist CCS providers to meet the standards of care for CCS clients
- Assist medical providers to find CCS eligible specialists for referrals of CCS eligible Conditions

Examples of duties non-enhanced: 16.89%

Administrative / Management

Perform general administrative activities such as; maintaining files, records,

- Develop annual budget for the CCS program
- Complete all annual program reporting required by the state CMS Branch
- Supervise staff on a daily basis to ensure program integrity
- Attend staff meetings and non-program specific in-service orientation and other staff development activities.
- Direct clerical staff in the maintenance of the CCS program activities and assure program compliance.
- Interface with the state CCS program to ensure efficiency in executing program requirements

Examples of duties B Non-Enhanced:

- Review and determine the action to take on referrals received by the CCS Program. (i.e., determining completeness of information, obtaining additional information, referring to appropriate staff).
- Determination of financial and residential eligibility through conducting interview of Applicant/Client and his/her family.
- Provide orientation to the Applicant/Client and his/her family to the CCS Program including such areas as prior authorization and other program requirements.
- Maintain a date-file/tracking system to insure timely response and follow-up on applications to the program, family compliance with financial/residential interview appointments, following due process procedures, and obtain needed/required medical reports.
- Receive and process ongoing request for service with referrals to other members of the Case Management Team for further action when needed.
- Process accounts receivable (enrollment and annual assessment fees).
- Inform and assist Applicant/Client and his/her family in accessing other agency/program services such as Medi-Cal, SSI, Regional Center, etc.
- Provide Application Assistance for enrollment into the Medi-Cal program.
- Code CCS cases with the appropriate ICD-10 and CPT codes.
- Assist with the preparation of required state reports as directed by the CCS Administrator.
- Assist with processes of MR940 claims and adjudication to reclaim county dollars
- General clerical duties to include but not limited to: data entry, mail collection, etc.
- Maintain file system for CCS case records and referrals.
- Assist providers in obtaining correct billing information to ensure timely Medi-Cal reimbursement. This includes is but not limited to a thorough understanding of Medi-Cal billing policies and procedures and third party liability. This is part of the CCS programs provider support and retention activities.
- Participate in County and State conducted training sessions.

The Program Manager will supervise the Program Coordinator, provide technical assistance, assist with reports, and back-up the program as needed.

Examples of duties B Non-Enhanced:

- Review and determine the action to take on referrals received by the CCS Program. (i.e., determining completeness of information, obtaining additional information, referring to appropriate state staff).
- Maintain a date-file/tracking system to insure timely response and follow-up on applications to the program, family compliance with financial/residential interview appointments, following due process procedures, and obtain needed/required medical reports.
- Receive and process ongoing request for service with referrals to other members of the Case Management Team for further action when needed.
- Inform and assist Applicant/Client and his/her family in accessing other agency/program services such as Medi-Cal, SSI, Regional Center, etc.
- Code CCS cases with the appropriate ICD-10 and CPT codes.
- General clerical duties to include but not limited to: data entry, mail collection, etc.
- Complete the basic CCS case management responsibilities when the primary case manager is out of the office.
- Assist providers in obtaining correct billing information to ensure timely Medi-Cal reimbursement. This includes is but not limited to a thorough understanding of Medi-Cal billing policies and procedures and third party liability. This is part of the CCS programs provider support and retention activities working in conjunction with the CCS Program Specialist.
- Participate in County and State conducted training sessions.

The Finance Assistant will be trained in the CCS program to provide back-up services when the Program Coordinator is at trainings, on leave, or if the case load calls for additional help.

Examples of duties B Non-Enhanced:

- Review and determine the action to take on referrals received by the CCS Program. (i.e., determining completeness of information, obtaining additional information, referring to appropriate state staff).
- Maintain a date-file/tracking system to insure timely response and follow-up on applications to the program, family compliance with financial/residential interview appointments, following due process procedures, and obtain needed/required medical reports.
- Receive and process ongoing request for service with referrals to other members of the Case Management Team for further action when needed.
- Inform and assist Applicant/Client and his/her family in accessing other agency/program services such as Medi-Cal, SSI, Regional Center, etc.
- Code CCS cases with the appropriate ICD-10 and CPT codes.
- General clerical duties to include but not limited to: data entry, mail collection, etc.
- Complete the basic CCS case management responsibilities when the primary case manager is out of the office.
- Assist providers in obtaining correct billing information to ensure timely Medi-Cal reimbursement. This includes is but not limited to a thorough understanding of Medi-Cal billing policies and procedures and third party liability. This is part of the CCS programs provider support and retention activities working in conjunction with the CCS Program Specialist.
- Participate in County and State conducted training sessions.

Memoranda of Understanding/Interagency Agreement List

List all current Memoranda of Understanding (MOU) and/or Interagency Agreements (IAA) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOU and IAA that are new, have been renewed, or have been revised. For audit purposes, counties and cities should maintain current MOU and IAA on file.

County/City:		Amador County			Fiscal Year: 2021-2022	
Title or Name of MOU/IAA	Is this a MOU or an IAA?	Effective Dates (From / To)	Date Last Reviewed by County/City	Name of Person Responsible for This MOU/IAA?	Did This MOU/IAA Change? (Yes or No)	
CHDP/DSS IAA for EPSDT Health Care for Children in Foster Care	IAA	7/1/23-6/30/2024	process	Joanne Hasson	Pending updates to the MOU contingent upon the future of CHDP responsibilities as directed by the California Department of Managed Medi-Cal	
CHDP & Headstart	MOU	7/1/23-6/30/2024	process	Joanne Hasson	Yes (PMMO)	
CHDP & WIC	IAA	6/1/09-ongoing	9/1/2014	Joanne Hasson	No	
Anthem Blue Cross/MIMC	IAA	10/26/10-ongoing	9/1/2014	Joanne Hasson	No	
California Health and Wellness	MOU	Current	8/2018	Joanne Hasson	No	
Kaiser Permanente	MOU	7/1/14-ongoing	9/3/2015	Joanne Hasson	No	
	MOU	7/2017=ongoing	7/2021	Joanne Hasson	No	

Child Health and Disability Prevention Program

Budget Summary										County/City: Amador		Fiscal Year: 2023-24	
Funding Source:	Base				County/City: Federal			County/City: Federal		County/City: Federal			
	1	4	5	2	3	1	2	3	1	2	3		
Category/Line Item	Total Budget	Enhanced	Non-Enhanced	Total CHDP Budget	Total Medi-Cal Budget	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced		
L. Total Personnel Expenses	\$103,906	\$50,133	\$53,771	\$0	\$103,905	\$0	\$0	\$0	\$0	\$0	\$0		
II. Total Operating Expenses	\$14,300	\$0	\$14,300	\$0	\$14,300	\$0	\$0	\$0	\$0	\$0	\$0		
III. Total Capital Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
IV. Total Indirect Expenses	\$5,888	\$0	\$5,888	\$0	\$5,888	\$0	\$0	\$0	\$0	\$0	\$0		
V. Total Other Expenses	\$1,098	\$0	\$1,098	\$0	\$1,098	\$0	\$0	\$0	\$0	\$0	\$0		
Budget Grand Total	\$125,190	\$50,133	\$75,057	\$0	\$125,191	\$0	\$0	\$0	\$0	\$0	\$0		
	1	4	5	2	3	1	2	3	1	2	3		
Source of Funds:	Total Funds	Enhanced	Non-Enhanced	Total CHDP Budget	Total Medi-Cal Budget	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced		
State General Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Medi-Cal Funds:	\$0	\$0	\$0	\$0	\$125,191	\$0	\$0	\$0	\$0	\$0	\$0		
State/County Funds	\$50,062	\$12,533	\$37,529	\$0	\$50,062	\$0	\$0	\$0	\$0	\$0	\$0		
Federal Funds (Title XIX)	\$75,129	\$37,600	\$37,529	\$0	\$75,129	\$0	\$0	\$0	\$0	\$0	\$0		
Budget Grand Total	\$125,190	\$50,133	\$75,057	\$0	\$125,191	\$0	\$0	\$0	\$0	\$0	\$0		

Joanne Hasson, Public Health Director
 Authorized CHDP Signor Name, Title

Joanne Hasson
 Signature

Date

Child Health and Disability Prevention Program

Base Budget Worksheet										County/City Name: Amador		Fiscal Year: 2023-24	
Column	1A	1B	1	4A	4	5A	5	2A	2	3A	3		
I. Personnel Expenses		Total FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total	CHDP %	Total CHDP Budget	Medi-Cal %	Total Medi-Cal Budget	
#	Name	Title											
1	Joanne Hasson	Director	\$141,188	\$21,178	100%	\$21,178	0%	\$0	100%	\$0	0%	\$21,178	
2	Christian Tuckey	Program Manager	\$97,206	\$24,302	46%	\$11,166	54%	\$13,136	100%	\$0	0%	\$24,302	
3	Lindsey Clark	Program Manager	\$95,573	\$9,557	0%	\$0	100%	\$9,557	100%	\$0	0%	\$9,557	
4	Anna Shrode	Health Educator	\$93,570	\$4,679	0%	\$0	100%	\$4,679	100%	\$0	0%	\$4,679	
5	Denise Kasing	Program Coordinator	\$73,200	\$7,320	0%	\$0	100%	\$7,320	100%	\$0	0%	\$7,320	
6	0	0	\$0	\$0	0%	\$0	100%	\$0	0%	\$0	0%	\$0	
7	0	0	\$0	\$0	0%	\$0	100%	\$0	0%	\$0	0%	\$0	
8	0	0	\$0	\$0	0%	\$0	100%	\$0	0%	\$0	0%	\$0	
9	0	0	\$0	\$0	0%	\$0	100%	\$0	0%	\$0	0%	\$0	
10	0	0	\$0	\$0	0%	\$0	100%	\$0	0%	\$0	0%	\$0	
<i>View additional rows by selecting the "+" to the left.</i>													
Total Net Salaries and Wages				\$67,036		\$32,344		\$34,691		\$0		\$67,036	
Staff Benefits (Specify %)				\$36,870		\$17,789		\$19,080		\$0		\$36,869	
I. Total Personnel Expenses				\$103,906		\$50,133		\$53,771		\$0		\$103,905	
II. Total Operating Expenses (List in Narrative)				\$14,300		\$0		\$14,300		\$0		\$14,300	
III. Total Capital Expenses (List in Narrative)				\$0		\$0		\$0		\$0		\$0	
IV. Indirect Expenses (List in Narrative)				\$0		\$0		\$0		\$0		\$0	
1. Internal (Specify %)				\$0		\$0		\$0		\$0		\$0	
2. External (Specify %)				\$5,888		\$5,888		\$5,888		\$0		\$5,888	
IV. Total Indirect Expenses (List in Narrative)				\$5,888		\$5,888		\$5,888		\$0		\$5,888	
V. Total Other Expenses (List in Narrative)				\$1,098		\$1,098		\$1,098		\$0		\$1,098	
Budget Grand Total				\$125,192		\$50,133		\$75,057		\$0		\$125,191	

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Integrated Systems of Care Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Joanne Hasson, Public Health Director
 Authorized CHDP Signor Name, Title

 Signature
 Date 9/18/23
 Budget Summary tables can be found on the "Summary Tables" sheet of this

Child Health and Disability Prevention Program

Base Budget Narrative		County/City Name:	Fiscal Year:
		Amador	2023-24
<p>I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses Overall FTE has increased by .07 due to staff turnover. There are minor increases in cost due to wage and benefit increases over the past year.</p>			
<p>II. Operating Expenses Identify and Explain All Operating Expense Line Items Operating expenses include: office supplies \$1000, maintenance of programs \$800, communications \$500, rent \$10,000, utilities \$2000.</p>			
<p>III. Capital Expenses Identify and Explain All Capital Expense Line Items</p>			
<p>IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items</p>			
Internal:			
External:	Indirect cost is based on the approved ICR for FY23/24 at 10.95% of personnel costs for non enhanced work only.		
<p>V. Other Expenses Identify and Explain All Other Expense Line Items \$1098.00 Instate Travel for costs associated with fuel and mileage to travel to and from client appointments, outreach events</p>			

I certify that the Child Health & Disability Prevention Program (CHDP) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the CHDP will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this CHDP may be subject to sanctions or other remedies if this CHDP violates any of the above.

Joanne Hasson, Public Health Director
 Authorized CHDP Signor Name, Title

[Signature]
 Signature

9/19/23
 Date



CCS Administrative Baseline Budget Summary

Fiscal Year: 2023-2024

County: Amador

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS -		
Total Cases of Open (Active) Straight CCS Children	3	2.03%
OTLCP -		
Total Cases of Open (Active) OTLCP Children	25	16.89%
MEDI-CAL -		
Total Cases of Open (Active) Medi-Cal (non-OTLCP) Children	120	81.08%
TOTAL CCS CASELOAD	148	100%

Category/Line Item	Col 1 = Col 2+3+4					
	1	2	3	4	5	6
Total Budget						
I. Total Personnel Expense	138,178	2,760	23,003	110,414	20,955	89,459
II. Total Operating Expense	22,924	465	3,872	18,587	462	18,125
III. Total Capital Expense	0	0	0	0	0	0
IV. Total Indirect Expense	14,911	302	2,519	12,090		12,090
V. Total Other Expense	4,500	92	780	3,649		3,649
Budget Grand Total	178,513	3,619	30,174	144,740	21,417	123,323

Source of Funds	Col 1 = Col 2+3+4					
	1	2	3	4	5	6
Total Budget						
Straight CCS						
State	1,809	1,809				
County	1,810	1,810				
OTLCP						
State	5,277		5,277			
County	5,277		5,277			
Federal (Title XXI)	19,600		19,600			
Medi-Cal						
State	67,016		67,016		5,354	61,662
Federal (Title XIX)	77,724		77,724		16,063	61,661

Prepared By (Signature): *Jeanne Hasson*
 Prepared By (Printed Name): **Jeanne Hasson**
 CCS Administrator (Signature): *Lindsey Clark*
 Prepared By (Printed Name): **Lindsey Clark**
 Email Address: jhasson@amadorgov.org
 Email Address: lclark@amadorgov.org



CCS Administrative Baseline Budget Worksheet

Fiscal Year: 2023-2024

County: Amador

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	3	2.03%
OTLCP - Total Cases of Open (Active) OTLCP Children	25	18.88%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (OTLCP) Children	120	81.08%
TOTAL CCS CASELOAD	148	100%

Expenses	Category/Line Item	1	2	3	Straight CCS			Medi-Cal (Non-OTLCP)					
					4A	4	5A	5	6A	6	7A	7	8A
		Annual Salary	Total Budget (1-3) (4-1-14)	Commitment % (4-1-14)	Caseload	Caseload %	Optimal Targeted Low Income Children's Program (OTLCP) Caseeload (17-2017-2023)	Children's %	Medi-Cal State/Federal	Enhanced Med-Cal State/Federal (25/75)	Non-Enhanced Med-Cal State/Federal (50/50)		
I. Personnel Expense													
Program Administration													
1. Dennis Santiago, Program Coordinator		73,210	3,811	2.03%	74	18.88%	818	81.03%	2,968			100.00%	2,962
2. Christine Lucas, Program Manager		97,209	14,981	2.03%	596	18.85%	2,463	81.03%	11,522			100.00%	11,522
												100.00%	0
					370		3,881		14,790				14,790
Medical Case Management													
1. Dennis Santiago, Program Coordinator		73,210	40,295	2.03%	818	18.88%	6,802	81.03%	33,493			100.00%	33,492
2. Zorina Hanson (PHN), Public Health Director		147,852	14,788	2.03%	239	18.85%	2,488	81.03%	11,304			100.00%	11,304
3. Kelli Callard, PHN, Public Health Assistant II		45,400	4,540	2.03%	84	18.85%	767	81.03%	3,773			100.00%	3,773
					1,337		10,054		46,303				46,303
Ancillary Support													
					0		0		0				0
Total Salaries and Wages													
		77,816	77,816	2.03%	1,577	18.85%	13,145	81.03%	68,673			100.00%	68,673
State Benefits Expense (%) 75.02%													
		88,382	88,382	2.03%	1,184	18.83%	8,884	81.03%	47,781			100.00%	47,781
Total Personnel Expense													
		136,178	136,178	2.03%	2,761	18.80%	23,000	81.03%	119,474				119,474
II. Operating Expense													
1. Travel		2,000	2,000	2.03%	41	18.85%	338	81.03%	1,662				1,662
2. Training		1,000	1,000	2.03%	30	18.85%	160	81.03%	811				811
3. Communications		1,000	1,000	2.03%	30	18.85%	160	81.03%	811				811
4. Office Expenses, Printing, Postage, Marine Time Disposal		2,050	2,050	2.03%	42	18.85%	346	81.03%	1,704				1,704
5. Rent (340225237E-44, 24MATE x 17FE x 14TH)		14,734	14,734	2.03%	300	18.85%	2,499	81.03%	11,995				11,995
6. Utilities		2,900	2,900	2.03%	42	18.85%	351	81.03%	1,549				1,549
					489		3,872		14,977				14,977
Total Operating Expense													
		33,524	33,524	2.03%	489	18.85%	3,872	81.03%	18,597				18,597
III. Capital Expense													
		0	0		0		0		0				0
IV. Indirect Expense													
1. Indirect Cost Rate		14,811	14,811	2.03%	302	18.84%	2,519	81.03%	12,090				12,090
Total Indirect Expense													
		14,811	14,811	2.03%	302	18.84%	2,519	81.03%	12,090				12,090
V. Other Expense													
1. Membership & Transportation		2,000	2,000	2.03%	41	18.85%	338	81.03%	1,662				1,662
2. Minor Equipment		3,500	3,500	2.03%	81	18.85%	423	81.03%	2,077				2,077
		4,500	4,500	2.03%	92	18.85%	760	81.03%	3,649				3,649
Total Other Expense													
		7,500	7,500	2.03%	122	18.84%	1,193	81.03%	5,711				5,711
Budget Grand Total													
		178,513	178,513		3,619		30,154		144,740				144,740

Prepared By: (Printed Name) *Judy Clark* Phone Number: 209-223-6696
 Date Signed: 11/07/2023
 CCS Administrator (Printed Name) *George Adams* Phone Number: 209-223-6677
 Date Signed: 11/07/2023
 CCS Administrator (Signature) *George Adams*

**Children’s Medical Services – Amador County
CCS Administrative Budget Justification - FY 2022-2023**

LINE ITEM JUSTIFICATIONS:

I. Personnel Expense (This is the minimum staffing required to run the CCS program in Amador and is |

<i>Program Administration</i>	Salary	Program %
5% Program Coordinator	\$73,210	\$3,661
15% Program Manager	\$97,209	\$14,581

Medical Case Management

55% Program Coordinator	\$73,210	\$40,266
10% PHN, Public Health Director	\$147,682	\$14,768
10% RN, Finance Assist II	\$45,400	\$4,540

Ancillary Support

\$0

\$0

\$0

\$77,816

Benefits (75% of Salary) \$58,362

Total Personnel Expenses \$136,177

II. Operating Expenses (This is the minimum funding required to adequately run the CCS program in Amador and is drastically less that past years.)

Travel:

Mileage to and from client-related activities and Travel expenses for trainings and conference - Direct Charges \$2,000

Training:

Training/meeting expenditures - Direct Charges \$1,000

Communication:

CCS percentage based on program FTEs, tracked by the Maxime Accounting Program \$1,000

Office Expenses:

Office supplies and postage - CCS percentage based on program FTEs, tracked by the Maxime Accounting Program as well as some direct charges \$2,050

Rent:

CCS rent is based on 1 FTE \$14,794
\$340,269 Annual Rent / 23FTE x 1FTE =

Utilities:

CCS percentage based on program FTEs, tracked by the Maxime Accounting Program \$2,080

Total Operating Expenses \$22,924

III. Capital Expense \$0

IV. Indirect Expense

External – CDPH approved ICR of 10.95%, Salary & Benefits

Total Indirect Expenses \$14,911

V. Other Expenses

Maintenance & Transportation:	\$2,000
Reimbursements to families for travel, lodging, and meals incurred while obtaining CCS authorized services	
Minor Equipment	\$2,500
Total Other Expenses	\$4,500
BUDGET GRAND TOTAL	\$178,513

below the allocated 2 FTEs

Board of Supervisors Agenda Item Report

b.q.

Submitting Department: Public Health

Meeting Date: September 12, 2023

SUBJECT

Public Health - Renewal of Program Plan Documents for CHDP and Foster Care (HCPCFC, PMMO, Caseload Relief) for FY 23-24

Recommendation:

The Director of Public Health is requesting the Board of Supervisors approve and sign the Program Plan Documents for CHDP and Foster Care (HCPCFC, PMMO, Caseload Relief) for FY 23-24

4/5 vote required:

No

Distribution Instructions:

Please return signed pages to Claudia in Public Health

ATTACHMENTS

- [HCPCFC Budget Workbook 2023-2024.pdf](#)
- [CHDP Budget Workbook 2023-2024.pdf](#)
- [92023.09.12 Renewal of Program Plan Docs for CHDP and HCPCFC\).pdf](#)

Approved
Unanimous

State of California—Health and Human Services Agency Department of Health Care Services
Child Health and Disability Prevention Program

Agency Information		County/City:	Fiscal Year:
Street Address:	10877 Conductor Blvd. #40	Amador	2023-24
City:	Sutter Creek		
Zip Code:	95685		
CHDP Director		CHDP Central Email Address:	CHDP Deputy Director
Name, Title:	Joanne Hasson	Name:	Christian Tucker
Phone:	209-223-6407	Phone:	209-223-6409
Email:	jhasson@amadorgov.org	Email:	ctucker@amadorgov.org
Clerk of the Board of Supervisors		Health Officer	
Name:	Jennifer Burns	Name:	Rita Kerr, M.D.
Phone:	209-223-6470	Phone:	209-223-6407
Email:	jburns@amadorgov.org	Email:	hofficer@amadorgov.org
List All CHDP Program Staff			
Name:	Title:	Email:	
1 Joanne Hasson	Director	jhasson@amadorgov.org	
2 Christian Tucker	Program Manager	ctucker@amadorgov.org	
3 Lindsey Clark	Program Manager	lclark@amadorgov.org	
4 Anna Shrode	Health Educator	ashrode@amadorgov.org	
5 Denise Kasinger	Program Coordinator	dkasinger@amadorgov.org	
6			
7			
8			
9			
10			
<i>View additional rows by selecting the "+" to the left. Additional rows may be added above this line.</i>			

State of California—Health and Human Service: Department of Health Care Services
Child Health and Disability Prevention Program

Certification Statement	County/City: Amador	Fiscal Year: 2023-24
<p>I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Integrated Systems of Care Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.</p>		

Joanne Hasson		
CHDP/County Authorized Representative <i>Jeff Brown</i>	Signature <i>Jeffrey Brown</i>	Date <i>9-12-2023</i>
Local Governing Body Chairperson Name,	Signature	Date

Child Health and Disability Prevention Program

Base Budget Worksheet										
Column	1A	1B	1	4A	4	5A	5	2A	2	Fiscal Year: 2023-24
	Total FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total	CHDP %	Total CHDP Budget	Medi-Cal %
I. Personnel Expenses										
1	15%	\$141,188	\$21,178	100%	\$21,178	0%	\$0	100%	\$21,178	0%
2	25%	\$97,206	\$24,302	46%	\$11,166	54%	\$13,136	100%	\$24,302	0%
3	10%	\$95,573	\$9,557	0%	\$0	100%	\$9,557	100%	\$9,557	0%
4	5%	\$93,570	\$4,679	0%	\$0	100%	\$4,679	100%	\$4,679	0%
5	10%	\$73,200	\$7,320	0%	\$0	100%	\$7,320	100%	\$7,320	0%
6	0%	\$0	\$0	0%	\$0	100%	\$0	0%	\$0	0%
7	0%	\$0	\$0	0%	\$0	100%	\$0	0%	\$0	0%
8	0%	\$0	\$0	0%	\$0	100%	\$0	0%	\$0	0%
9	0%	\$0	\$0	0%	\$0	100%	\$0	0%	\$0	0%
10	0%	\$0	\$0	0%	\$0	100%	\$0	0%	\$0	0%
<i>View additional rows by selecting the "+" to the left.</i>										
Total Net Salaries and Wages			\$67,036		\$32,344		\$34,691		\$0	
Staff Benefits (Specify %)			\$36,870		\$17,789		\$19,080		\$0	
I. Total Personnel Expenses			\$103,906		\$50,133		\$53,771		\$0	
II. Total Operating Expenses (List in Narrative)			\$14,300		\$0		\$14,300		\$0	
III. Total Capital Expenses (List in Narrative)			\$0		\$0		\$0		\$0	
IV. Indirect Expenses (List in Narrative)			\$0		\$0		\$0		\$0	
1. Internal (Specify %)			\$0		\$0		\$0		\$0	
2. External (Specify %)			\$5,888		\$5,888		\$5,888		\$0	
IV. Total Indirect Expenses (List in Narrative)			\$5,888		\$5,888		\$5,888		\$0	
V. Total Other Expenses (List in Narrative)			\$1,098		\$1,098		\$1,098		\$0	
Budget Grand Total			\$125,192		\$50,133		\$75,057		\$0	
Total Medi-Cal Budget										

I certify that the CHDP Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 6 (commencing with Section 124025), Welfare and Institutions Code, Division 9, Part 3, Chapters 7 and 8 (commencing with Section 14000 and 14200), Welfare and Institutions Code Section 16970, and any applicable rules or regulations promulgated by DHCS pursuant to that Article, those Chapters, and that section. I further certify that this CHDP Program will comply with the Integrated Systems of Care Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CHDP Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further agree that this CHDP Program may be subject to all sanctions or other remedies applicable if this CHDP Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Joanne Hasson, Public Health Director
 Authorized CHDP Signor Name, Title

 Signature
 Date 9/18/23
 Budget Summary tables can be found on the "Summary Tables" sheet of this

Child Health and Disability Prevention Program

Base Budget Narrative		County/City Name:	Fiscal Year:
		Amador	2023-24
<p>I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses Overall FTE has increased by .07 due to staff turnover. There are minor increases in cost due to wage and benefit increases over the past year.</p>			
<p>II. Operating Expenses Identify and Explain All Operating Expense Line Items Operating expenses include: office supplies \$1000, maintenance of programs \$800, communications \$500, rent \$10,000, utilities \$2000.</p>			
<p>III. Capital Expenses Identify and Explain All Capital Expense Line Items</p>			
<p>IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items</p>			
Internal:			
External:	Indirect cost is based on the approved ICR for FY23/24 at 10.95% of personnel costs for non enhanced work only.		
<p>V. Other Expenses Identify and Explain All Other Expense Line Items \$1098.00 Instate Travel for costs associated with fuel and mileage to travel to and from client appointments, outreach events</p>			

I certify that the Child Health & Disability Prevention Program (CHDP) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the CHDP will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this CHDP may be subject to sanctions or other remedies if this CHDP violates any of the above.

Joanne Hasson, Public Health Director
 Authorized CHDP Signor Name, Title

[Signature]
 Signature

9/19/23
 Date

Child Health and Disability Prevention Program

Budget Summary										County/City: Amador		Fiscal Year: 2023-24	
Funding Source:	Base				County/City: Federal		County/City: Federal		County/City: Federal		County/City: Federal		
	1	4	5	2	3	1	2	3	1	2	3	3	
Category/Line Item	Total Budget	Enhanced	Non-Enhanced	Total CHDP Budget	Total Medi-Cal Budget	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced	Non-Enhanced	
L. Total Personnel Expenses	\$103,906	\$50,133	\$53,771	\$0	\$103,905	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
II. Total Operating Expenses	\$14,300	\$0	\$14,300	\$0	\$14,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
III. Total Capital Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
IV. Total Indirect Expenses	\$5,888	\$0	\$5,888	\$0	\$5,888	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
V. Total Other Expenses	\$1,098	\$0	\$1,098	\$0	\$1,098	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Budget Grand Total	\$125,190	\$50,133	\$75,057	\$0	\$125,191	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	1	4	5	2	3	1	2	3	1	2	3	3	
Source of Funds:	Total Funds	Enhanced	Non-Enhanced	Total CHDP Budget	Total Medi-Cal Budget	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced	Non-Enhanced	
State General Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Medi-Cal Funds:	\$0	\$0	\$0	\$0	\$125,191	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
State/County Funds	\$50,062	\$12,533	\$37,529	\$0	\$50,062	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Federal Funds (Title XIX)	\$75,129	\$37,600	\$37,529	\$0	\$75,129	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Budget Grand Total	\$125,190	\$50,133	\$75,057	\$0	\$125,191	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Joanne Hasson, Public Health Director
 Authorized CHDP Signor Name, Title

Joanne Hasson
 Signature

Date

State of California—Health and Human Services Agency Department of Health Care Services
Health Care Program for Children in Foster Care

Agency Information		County/City:	Fiscal Year:	
Street Address:	10877 Conductor Blvd., Sutter Creek, CA	Amador	2023-24	
City:	Sutter Creek, CA	Health Officer Name:	Rita H. Kerr	
Zip Code:	95685	HPCFC Central Email Address:	publichealth@amadorgov.org	
Authorized HPCFC Representative		Director of Social Services Agency		
Name, Title:	Joanne Hasson	Name:	Anne Watts	
Phone:	209-223-6407	Phone:	209-223-6625	
Email:	jhasson@amadorgov.org	Email:	awatts@amadorgov.org	
Clerk of the Board of Supervisors		Chief Probation Officer		
Name:	Jennifer Burns	Name:	Mark Bonini	
Phone:	209-223-6470	Phone:	209-223-6387	
Email:	jburns@amadorgov.org	Email:	mbonini@amadorgov.org	
List All HPCFC Program Staff				
Name:	Title:	Support Staff	PHIN	Email:
1 Joanne Hasson	Public Health Director	Yes	Yes	jhasson@amadorgov.org
2 Karin Ericson	Public Health Nurse, RN, BS	Yes	No	kericson@amadorgov.org
3				
4				
5				
6				
7				
8				
9				
10				
<i>View additional rows by selecting the "+" to the left.</i>				

Health Care Program for Children in Foster Care

Certification Statement	County/City:	Fiscal Year:
	Amador	2023-24
<p>I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, including the Integrated Systems of Care Plan and Fiscal Guidelines Manual. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.</p>		

Joanne Hasson

HCPCFC/County Authorized Representative

Jeff Brown

Signature

Jeff Brown

Date

9-12-2023

Local Governing Body Chairperson Name,

Signature

Date

Base Budget Worksheet										County/City Name: Amador		Fiscal Year: 2023-24			
Column		1A		1B		1		2A		2		3A		3	
I. Personnel Expenses		Total Base FTE %		Annual Salary		Total Budget		Enhanced FTE %		Enhanced Total		Non-Enhanced %		Non-Enhanced Total	
#	Name	Title	DSS	PHN	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes
1	Joanne Hasson	Public Health			Yes		\$141,188		79%		\$5,583		21%		\$1,476
2	Karin Ericson	Public Health			No		\$62,665		78%		\$11,242		22%		\$3,171
3	0	0	0	0	0	0	\$0		0%		\$0		100%		\$0
4	0	0	0	0	0	0	\$0		0%		\$0		100%		\$0
5	0	0	0	0	0	0	\$0		0%		\$0		100%		\$0
6	0	0	0	0	0	0	\$0		0%		\$0		100%		\$0
7	0	0	0	0	0	0	\$0		0%		\$0		100%		\$0
8	0	0	0	0	0	0	\$0		0%		\$0		100%		\$0
9	0	0	0	0	0	0	\$0		0%		\$0		100%		\$0
10	0	0	0	0	0	0	\$0		0%		\$0		100%		\$0
View additional rows by selecting the "+" to the left.															
Total Net Salaries and Wages															
Staff Benefits (Specify %)															
I. Total Personnel Expenses															
II. Total Operating Expenses (List in Narrative)															
III. Total Capital Expenses (List in Narrative)															
IV. Indirect Expenses (List in Narrative)															
1. Internal (Specify %)															
2. External (Specify %)															
IV. Total Indirect Expenses (List in Narrative)															
V. Total Other Expenses (List in Narrative)															
Budget Grand Total															

I certify that the Health Care Program for Children in Foster Care (HCPFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPFC may be subject to sanctions or other remedies if this HCPFC violates any of the above. HCPFC staffing is limited to Public Health Nurses and their Direct Support Staff. By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Joanne Hasson
 Authorized HCPFC Signor Name, Title

 Signature
 9/18/23
 Date
 Budget Summary tables can be found on the "Summary Tables" sheet of this

State of California—Health and Human Services Agency
 Department of Health Care Services
Health Care Program for Children in Foster Care

Base Budget Narrative		County/City Name:	Fiscal Year:
I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses		Amador	2023-24
No changes in personnel or FTE percentages from FY22-23.			
II. Operating Expenses Identify and Explain All Operating Expense Line Items			
III. Capital Expenses Identify and Explain All Capital Expense Line Items			
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items			
Internal:			
External:	10.95% as approved by CDPH in the FY23-24 ICR.		
V. Other Expenses Identify and Explain All Other Expense Line Items			
\$666.00 to be used for training and In-State Travel as staff ramp up the Foster Care Program in Amador.			

I certify that the Health Care Program for Children in Foster Care (HCPFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPFC may be subject to sanctions or other remedies if this HCPFC violates any of the above.

Joanne Hasson
 Authorized HCPFC Signor Name, Title

 Signature
 9/18/23
 Date

Health Care Program for Children in Foster Care

Psychotropic Medication Monitoring & Oversight Budget Worksheet				County/City Name:	Fiscal Year:	
				Amador	2023-24	
Column				1	2	3
				Total Budget	Enhanced Total	Non-Enhanced Total
				FTE %	FTE %	FTE %
I. Personnel Expenses						
#	Name	Title	DSS	PHN	Annual Salary	Non-Enhanced FTE %
1	Joanne Hasson	Public Health	Yes	Yes	\$141,188	21%
2	Karin Ericson	Public Health	No	No	\$62,665	22%
3	0	0	0	0	\$0	100%
4	0	0	0	0	\$0	100%
5	0	0	0	0	\$0	100%
6	0	0	0	0	\$0	100%
7	0	0	0	0	\$0	100%
8	0	0	0	0	\$0	100%
9	0	0	0	0	\$0	100%
10	0	0	0	0	\$0	100%
View additional rows by selecting the "+" to the left.						
Total Net Salaries and Wages					\$9,249	\$1,989
Staff Benefits (Specify %)					\$4,347	\$935
I. Total Personnel Expenses					\$13,596	\$2,924
II. Total Operating Expenses (List in Narrative)					\$718	\$718
II. Total Capital Expenses (List in Narrative)					\$0	\$0
V. Indirect Expenses (List in Narrative)						
1. Internal (Specify %)					\$0	\$0
2. External (Specify %)					\$320	\$320
IV. Total Indirect Expenses (List in Narrative)					\$320	\$320
V. Total Other Expenses (List in Narrative)					\$0	\$0
Budget Grand Total					\$14,634	\$3,962

I certify that the Health Care Program for Children in Foster Care (HCPFC) will comply with all applicable state and federal laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPFC may be subject to sanctions or other remedies if this HCPFC violates any of the above. HCPFC staffing is limited to Public Health Nurses and their Direct Support Staff. By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Joanne Hasson
 Authorized HCPFC Signor Name, Title

 Date
 Budget Summary tables can be found on the "Summary Tables" sheet of this

Health Care Program for Children in Foster Care

Psychotropic Medication Monitoring & Oversight Budget Narrative		County/City Name: Amador	Fiscal Year: 2023-24
I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses			
No changes in personnel or FTE percentages from FY22-23.			
II. Operating Expenses Identify and Explain All Operating Expense Line Items			
III. Capital Expenses Identify and Explain All Capital Expense Line Items			
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items			
Internal:			
External:	10.95% as approved by CDPH in the FY23-24 ICR.		
V. Other Expenses Identify and Explain All Other Expense Line Items			
\$718.00 to be used for training and In-State Travel as staff ramp up the Foster Care Program in Amador.			

I certify that the Health Care Program for Children in Foster Care (HCPFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPFC may be subject to sanctions or other remedies if this HCPFC violates any of the above.

Joanne Hasson  9/16/23
 Authorized HCPFC Signor Name, Title Signature Date

Health Care Program for Children in Foster Care

Caseload Relief Budget Worksheet										County/City Name:		Fiscal Year:				
										Amador		2023-24				
										1A	1B	1	2A	2	3A	3
										Total FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
										DSS	PHN					
										Yes	No					
1	Joanne Hasson	Public Health								2%	\$141,188	\$2,824	79%	\$2,233	21%	\$590
2	Karin Ericson	Public Health								12%	\$62,665	\$7,520	78%	\$5,865	22%	\$1,654
3	0	0	0	0	0	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
4	0	0	0	0	0	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
5	0	0	0	0	0	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
6	0	0	0	0	0	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
7	0	0	0	0	0	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
8	0	0	0	0	0	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
9	0	0	0	0	0	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
10	0	0	0	0	0	0	0	0	0	0%	\$0	\$0	0%	\$0	100%	\$0
View additional rows by selecting the "+" to the left.																
Total PHN FTE %										2%			79%			
Total Direct Support Staff FTE %										14%			157%			
Total Net Salaries and Wages												\$10,344		\$6,099		\$2,245
Staff Benefits (Specify %)												\$4,862		\$3,807		\$1,055
I. Total Personnel Expenses												\$15,206		\$11,906		\$3,300
II. Total Operating Expenses (List in Narrative)												\$418		\$0		\$418
III. Total Capital Expenses (List in Narrative)												\$0		\$0		\$0
IV. Indirect Expenses (List in Narrative)																
1. Internal (Specify %)												\$0		\$0		\$0
2. External (Specify %)												\$361		\$361		\$361
IV. Total Indirect Expenses (List in Narrative)												\$361		\$361		\$361
V. Total Other Expenses (List in Narrative)												\$0		\$0		\$0
Budget Grand Total												\$15,985		\$11,906		\$4,079

I certify that the Health Care Program for Children in Foster Care (HCPFCF) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPFCF will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPFCF may be subject to sanctions or other remedies if this HCPFCF violates any of the above. HCPFCF staffing is limited to Public Health Nurses and their Direct Support Staff. By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPFCF program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Joanne Hasson
 Authorized HCPFCF Signor Name, Title

 Signature
 Date 9/16/23
 Budget Summary Tables can be found on the "Summary Tables" sheet of this

State of California—Health and Human Services Agency
 Department of Health Care Services
Health Care Program for Children in Foster Care

Caseload Relief Budget Narrative		County/City Name: Amador	Fiscal Year: 2023-24
I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses			
No changes in personnel or FTE percentages from FY22-23.			
II. Operating Expenses Identify and Explain All Operating Expense Line Items			
III. Capital Expenses Identify and Explain All Capital Expense Line Items			
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items			
Internal:			
External:	10.95% as approved by CDPH in the FY23-24 ICR.		
V. Other Expenses Identify and Explain All Other Expense Line Items			
\$418.00 to be used for training and In-State Travel as staff ramp up the Foster Care Program in Amador.			

I certify that the Health Care Program for Children in Foster Care (HPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HPCFC may be subject to sanctions or other remedies if this HPCFC violates any of the above.

Joanne Hasson
 Authorized HPCFC Signor Name, Title

Joanne Hasson
 Signature

9/19/23
 Date

Health Care Program for Children in Foster Care

Budget Summary										Fiscal Year: 2023-24					
Funding Source:	Basic				PMM&O				Caseload Relief						
	A	B	C	D	B	C	D	B	C	D	B	C	D		
Category/Line Item	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced
I. Total Personnel Expenses	\$31,564	\$24,733	\$6,831	\$35,596	\$10,672	\$2,924	\$15,206	\$11,906	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0
II. Total Operating Expenses	\$666	\$0	\$666	\$718	\$0	\$718	\$418	\$0	\$418	\$0	\$0	\$0	\$0	\$0	\$0
III. Total Capital Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IV. Total Indirect Expenses	\$748	\$0	\$748	\$320	\$0	\$320	\$361	\$0	\$361	\$0	\$0	\$0	\$0	\$0	\$0
V. Total Other Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Budget Grand Total	\$32,978	\$24,733	\$8,245	\$14,634	\$10,672	\$3,962	\$15,985	\$11,906	\$4,079	\$0	\$0	\$0	\$0	\$0	\$0
E	F	G	H	F	G	H	F	G	H	F	G	H	F	G	H
Source of Funds:	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced
State/County Funds	\$8,244	\$6,183	\$2,061	\$3,659	\$2,668	\$991	\$3,996	\$2,977	\$1,020	\$0	\$0	\$0	\$0	\$0	\$0
Federal Funds (Title XIX)	\$24,733	\$18,550	\$6,184	\$10,976	\$8,004	\$2,972	\$11,989	\$8,930	\$3,059	\$0	\$0	\$0	\$0	\$0	\$0
Budget Grand Total	\$32,978	\$24,733	\$8,245	\$14,634	\$10,672	\$3,962	\$15,985	\$11,906	\$4,079	\$0	\$0	\$0	\$0	\$0	\$0

Joanne Hasson
 Authorized HCPCFC Signor Name, Title

 Signature Date

**Amador County
Duty Statement
Health Care Program
for
Children in Foster Care (Base)**

Program Position Title: **Public Health Nurse**

County Classification: **Public Health Nurse**

Assignment: **HCPCFC**

Budget: **Foster Care**

Under the direction of the CHDP Director and in support of the CHDP Program the PHN position will perform a variety of public health nursing duties focused on the concepts of health care coordination for children in foster care. The PHN is expected to exercise independent, professional judgement in dealing with the complex needs and problems faced by children in foster care, their families and service providers. Additionally the PHN must have a thorough and detailed knowledge of the laws, regulations, and procedures governing other health programs available to Medi-Cal patients and children in foster care who do not have Medi-Cal. Examples of duties and responsibilities are listed below.

Duties / Responsibilities

Administrative Medical Case Management

Provide, monitor and evaluate health care coordination services required by children in foster care.

Use skilled medical professional expertise in the review of health records to identify and prioritize follow-up on needed health care services.

Initiate case management on medical, dental, nutritional, and mental health conditions found during health assessments by contacting substitute care providers and health care providers and when needed, assist substitute care providers in developing a plan of follow up.

Monitor a child's treatment progress and advise substitute care providers of the rationale and importance of timely medical intervention.

Participate in case conferences or multi-disciplinary teams to review client health care needs and treatment plans.

Interpret the results of health assessments, medical and dental evaluations, to a social worker, probation officer, provider or professional staff of another agency.

Intra/Interagency Coordination. Collaboration and Administration

Perform collaborative activities that involve planning and resource development with other agencies that will improve the cost effectiveness of the health care delivery system and improve availability of medical services.

Provide technical assistance to other agencies/programs that interface with the health care needs of children in foster care.

Outreach to professional groups to develop resources for screening, diagnosis, and treatment for children in foster care.

Participate with other CHDP program staff in provider meetings and workshops on issues of health assessment, preventive, and treatment services.

Assist CHDP staff in the development of medical and dental referral resources such as, referral directories, round tables, and advisory group.

General Administration

Collaborate with CHDP program staff to develop and implement program administrative policies and fiscal procedures.

Participate in the distribution of program specific information including procedural manuals and brochures.

Review technical literature and research articles.

Draft, analyze, and/or review reports, documents, correspondence and legislation.

Skilled Professional Medical Personnel (SPMP) Training

Attend training provided for or by SPMP relevant to health care services, such as workshops related to the SPMP's performance of allowable administrative activities to include review of health care services.

Participate in program planning and policy development regarding administrative case management.

Facilitate intra/interagency and provider coordination.

Document time directly associated with the performance of the above criteria.

SPMP Program Planning and Policy Development

Provide consultation and technical assistance to social workers/probation officers regarding health care resources and guidance in prioritizing health needs for children in foster care.

Develop and review health-related professional educational material.

Assess and review the capacity of the agency and its providers to deliver appropriate health assessment, treatment and care.

Provide ongoing liaison with health care providers around issues of special health care needs and

treatments common to children in foster care.

I:\CMS\dutystatementHCPCFCphnIbase

**Health Care Program for Children in Foster Care
Psychotropic Medication Monitoring and Oversight Activities
Duty Statement**

Program Position Title: Public Health Nurse
County Classification: Public Health Nurse I/II/III
Assignment: CHDP Program
Budget: Foster Care

Under the direction of the CHDP Director and in support of the CHDP Program, the PHN position will perform a variety of public health nursing duties focused on the concepts of health care coordination for children in foster care who are on psychotropic medications. The PHN is expected to exercise independent, professional judgment in dealing with the complex needs and problems faced by children in foster care, their families and service providers. Additionally, the PHN must have a thorough knowledge of the laws, regulations, and procedures governing other health programs available to Medi-Cal patients and children in foster care who do not have Medi-Cal. Examples of duties and responsibilities are listed below.

DUTIES/RESPONSIBILITIES

SPMP Administrative Medical Case Management

Provide, monitor and evaluate health care coordination services required by children in foster care.

Use skilled medical professional expertise in the review of the medical components of each request for psychotropic medication filed pursuant to WIC section 369.5 or 739.5 to verify that all required medical information is provided in the application and supporting documents submitted to the court.

Review and monitor that the juvenile court has authorized the psychotropic medication(s) the client is taking based on sufficient medical/psychiatric information. Assist with referrals to the prescribing physician or other appropriate health care providers to ensure that any adverse effects reported are promptly addressed and brought to the attention of the social worker or probation officer.

Provide guidance and consultation to social worker/probation officer/substitute care provider in the scheduling of periodic follow up visits with the prescribing physician, laboratory services, and other necessary health services.

Participate in case conferences or multi-disciplinary teams to review client health care needs and treatment plans and/or to provide medical information needed to secure medically safe placements.

Review, interpret and document the results of laboratory tests, screenings, and evaluations to the social worker, probation officer, provider or professional staff of another agency for the purpose of case planning and coordination.

Review and assist in the documentation in the child's health and education passport, as described in WIC section 16010, medications authorized for and being

taken by the child, and the completion of laboratory tests, other screenings and measurements, evaluations, and assessments required to meet reasonable standards of medical practice.

Upon the request of a non-minor dependent (NMD) on psychotropic medications assist the NMD in accessing, coordinating delivery of, advocating for physical health and mental health care and assist NMD to make informed decisions and assume responsibility about his/ her health care by, at a minimum, providing educational materials.

Review professional literature and research articles to determine eligibility and/or benefits relating to a client's health care services needs and specific medical health conditions.

Consult PHN to PHN regarding the medical needs of clients placed outside of the county of jurisdiction transferred to a new county of jurisdiction.

Document time associated with any of the above activities.

SPMP Intra/Interagency Coordination. Collaboration and Administration

Collaborate with health and mental health providers to mitigate identified and potential barriers to appropriate and timely care.

Interpret the health care needs of this clientele to the medical provider network, other healthcare service providers, caseworkers, juvenile court officers, and foster care providers.

Participate in coordination activities to develop the medical services role of the PHN doing monitoring activities for this clientele in relation to other agencies, such as public health, Medi-Cal managed care plan, regional centers, local education agencies, community care licensing, juvenile court and mental health/behavioral health, etc.

Provide consultation and nursing expertise to other agencies/programs that interface with the health care needs for this population.

Participate with other CHDP program staff in provider meetings and workshops on Issues of mental health assessment, preventive, and treatment services.

Assist CHDP staff in the development of mental health and psychosocial therapeutic resources such as, referral directories, round tables, and advisory groups.

Duty Statement for the PMMO PHN

Skilled Professional Medical Personnel (SPMP) Training

Attend training provided for or by SPMP relevant to health care services, such as workshops related to the SPMP's performance of allowable administrative activities to include review of health care services.

Participate in training/education programs designed to improve the skill level of the individual staff member in meeting and serving the medical and mental health needs of this population.

Attend training on reviewing and interpreting health information that can be entered into the CWS/CMS as documentation of medical information in the health and education passport or its equivalent

Document time directly associated with the performance of the above criteria.

SPMP Program Planning and Policy Development

Use skilled professional medical expertise in program knowledge to:

Provide consultation and nursing expertise to social workers'/probation officers regarding health care resources and guidance in prioritizing health needs for this population.

Develop and review health-related professional educational materials.

Assist in obtaining educational materials for the NMD to enable the NMD to understand and assume responsibility for their own health care.

Assist in the development of medical/health related procedures, protocols, and guidelines for the delivery and coordination of the psychotropic monitoring and oversight activities.

Develop standards and statements of guidance for addressing clinical practice issues

Document time associated with above tasks.

SPMP Quality Management

Use skilled professional medical expertise in program knowledge to:

Assist in the development of utilization criteria to evaluate the effectiveness of the quality care provided to this population.

Assist in establish baseline data for evaluating the psychotropic monitoring and oversight activities provided to clients in foster care

Document time associated with above tasks.

General Administration

Collaborate with CHDP program staff to develop and implement program administrative policies and fiscal procedures.

Participate in the distribution of program specific information including procedural manuals and brochures.

Review literature and research articles.

Draft, analyze, and/or review reports, documents, correspondence, and legislation

Other Activities

Paid Time off

Board of Supervisors Agenda Item Report

Submitting Department: Public Works

Meeting Date: December 19, 2023

SUBJECT

Request to Advertise ITB 23-30, Carbondale Road Bridge Replacement Project Over Willow Creek - Bids to be Received on February 8, 2024

Recommendation:

1. Approve project plans and specifications as on file in the County of Amador's Department of Transportation and Public Works.
2. Advertise the project as required by law.
3. Receive bids on February 8, 2024, or thereafter, if specified in an addendum issued by the Director of General Services.
4. Authorize the Director of Transportation and Public Works to record Notice of Completion for said project.

4/5 vote required:

No

Distribution Instructions:

Public Works

ATTACHMENTS

- [BOS_Request_to_Advertise_ITB_23-30.pdf](#)
- [NTB.pdf](#)



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429

FAX: (209) 223-6395


WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

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

MEMORANDUM

TO: Board of Supervisors

FROM: Richard Vela, Director of Transportation and Public Works 

DATE: December 19, 2023

SUBJECT: Request to Advertise ITB 23-30, Carbondale Road Bridge Replacement Project Over Willow Creek - Bids to be Received on February 8, 2024

CONTACT: Richard Vela (223-6457)

Overview

The County of Amador (County) requests to advertise Carbondale Road Bridge Replacement Project Over Willow Creek. The work to be performed under this contract includes the furnishing of all labor, materials, and equipment for completion of bridge replacement, including, but not limited to, excavation, bridge removal, temporary water diversion systems, box culvert work, two-span, cast-in-place, reinforced concrete slab supported on spread footings, roadway construction, traffic handling in addition to other items or details not mentioned above, as required by the plans and specifications, shall be performed, placed, constructed or installed. This project was approved by the Board of Supervisors as part of the FY 2023/2024 Department of Transportation and Public Works Budget.

Requested Actions:

1. Approve project plans and specifications as on file in the County of Amador's Department of Transportation and Public Works.
2. Advertise the project as required by law.
3. Receive bids on February 8, 2024, or thereafter, if specified in an addendum issued by the Director of General Services.
4. Authorize the Director of Transportation and Public Works to record Notice of Completion for said project.

Fiscal Impact

The estimated construction cost with contingency for this contract is **\$2,702,600.00**. This work is funded with revenue from FHWA. The County will receive reimbursement for eligible project expenses from FHWA/Caltrans. These revenues are also included in the Fiscal Year 2023-24 Approved Department Budget.

Attachments:

Notice to Bidders ITB 23-30

NOTICE TO BIDDERS

Notice is hereby given that Amador County General Services will receive sealed bids as follows:

INVITATION TO BID 23-30

FOR:

Carbondale Road Bridge Replacement

ESTIMATED CONSTRUCTION COST: \$ 2,702,600.00

CONTRACTOR LICENSE REQUIRED: Class A

PROJECT DESCRIPTION:

The work to be performed under this contract includes the furnishing of all labor, materials, and equipment for completion of bridge replacement, including, but not limited to, excavation, bridge removal, temporary water diversion systems, box culvert work, two-span, cast-in-place, reinforced concrete slab supported on spread footings, roadway construction, traffic handling in addition to other items or details not mentioned above, as required by the plans and specifications, shall be performed, placed, constructed or installed.

INSTRUCTIONS TO BIDDERS

Bid information and all documents for the entire project are available for examination at the office of General Services Administration located at 12200-B Airport Road, Martell, CA, 95654, telephone (209) 223-6375 **between the hours of 9:00 a.m. - 4:45 p.m. Monday through Friday**; or may be downloaded from Public Purchase site at www.publicpurchase.com/amadorco.ca. An \$80.00 non-refundable deposit for each Bid Document set is required. Documents downloaded from Public Purchase are available at no charge.

Sealed bids will be received by the County of Amador Purchasing Office; by U.S. Mail at 12200 B Airport Road, Jackson, CA 95642-9527; by U.P.S., Federal Express, or by other courier to 12200 B Airport Road, Martell, CA; 95654, until **1:30 PM, February 8, 2024**, at which time sealed Bids will be opened and read in the office of the Director of General Services Administration, located at the above Martell address. Bids received late, will be rejected and returned unopened. Telegraph, Facsimile (FAX) and E-Mail proposals will not be considered.

Each bid must be submitted on the proposal forms provided in the Invitation to Bid. The bid must be submitted in a sealed opaque envelope. The Bidder's name, return address, marked as bid, Bid number, and bid opening date must appear on the outside of the envelope. Other bid formats will be rejected. Each bid must also be accompanied by a security in the form of a bid bond issued by a corporate surety, a certified check or cashier's check payable to the Treasurer of Amador County, or cash for an amount not less than ten percent (10%) of the aggregate sum of the bid.

This bid is subject to federal-aid (FHWA) contract requirements. The FHWA provisions are incorporated into the contract. No prebid meeting is scheduled for this project.

The successful bidder shall be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract price, a Payment Bond in an amount equal to one hundred percent (100%) of the Contract price. All bonds (Bid Bond, Performance Bond, and Payment Bond) must be obtained from a surety admitted under the laws of the State of California and satisfactory to the Amador County Board of Supervisors.