

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 BY CALLING 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, October 22, 2024
TIME: 9:00 AM
LOCATION: COUNTY ADMINISTRATION CENTER
BOARD OF SUPERVISORS CHAMBERS
810 Court Street
Jackson, CA 95642

CLOSED SESSION **8:00 A.M.** may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957), real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9).

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

- 1.a. County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, Greg Ramirez, IEDA and Lisa Gaebe, Human Resources Director
Employee Organization: All Units
Suggested Action: Discussion and possible action.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS:

- 2.a. PROPERTY: Lease of 10877 Conductor Blvd., Sutter Creek, CA., 95685
AGENCY NEGOTIATORS: Glenn Spitzer and Pat Crew
NEGOTIATING PARTIES: Mike Amin; Mark Cunningham; Matt Patel; The Ridge Limited Partnership, a California limited partnership; and SLOG, LLC, a California limited partnership (collectively, "Owners")

UNDER NEGOTIATION: Lease terms.
Suggested Action: Discussion and possible action.

3.CONFIDENTIAL MINUTES:

- 3.a. Review and possible approval of the October 8, 2024 Confidential Minutes.
Suggested Action: Approval.

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

PLEDGE OF ALLEGIANCE:

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

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

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

4.REGULAR AGENDA:

- 4.a. First 5 Amador: Presentation by Ms. Nina Machado, First 5 Executive Director, in recognition of 25 years of service to Children and Families of Amador County.
Suggested Action: Presentation only.
[BOS submittal 25 years.docx](#)
- 4.b. Discussion and possible action regarding the annual compliance review of the Use Permit Conditions of Approval for the Hoover HideOut. The annual review was included in the Board's 2023 approval of the Project's Zone Change and Use Permit for an event venue.
APN 026-060-018
Suggested Action: Pleasure of the Board.
[Staff Report.BOS 10-22-24.Hideout Annual Complaine Report.docx](#)
[COA COMPLIANCE.10-09-24.pdf](#)
[AFPD Hideout compliance report.10-09-24.docx](#)
- 4.c. General Services Administration: Beneficiary of The Gretchen Kingsbury Trust
Suggested Action: Discussion and Possible action to accept the bequest from The Gretchen Kingsbury Trust in amount of \$10,000.
[Animal Control Bequest Memo 10.10.24.pdf](#)
[Gretchens' Note 10.15.24.pdf](#)

- 4.d. Board of Supervisors: Discussion and possible action relative to County participation on the Ecological Resources Committee (ERC) for the relicensing of PG&E's Hydro projects in Amador County.
Suggested Action: Pleasure of the Board
[Email from PG&E](#)
- 4.e. Administrative Agency: Discussion and possible action relative to an Ordinance repealing in part section 17.89.020 regarding the merger of parcels.
Suggested Action: Waive the reading of the proposed amendment to Amador County Code Section 17.89.020 regarding the merging of parcels, and schedule the proposed amendment for adoption on the consent Agenda for November 12, 2024.
[Memo re Boundary Line Adjustment_v2.docx](#)
[Boundary Line Adjustment Ordinance \(2\).docx](#)
- 4.f. Review and possible approval of the October 8, 2024 Board of Supervisors Meeting Minutes.
Suggested Action: Approval.
[October 8, 2024 DRAFT Minutes.docx](#)

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

- 5.a. Planning Department – Request for a Zone Change (ZC-24;7-1 Lyman) from the R1A, Single-family Residential & Agriculture zoning district to the AG, Exclusive Agriculture zoning district for ±174.25 acres in conjunction with a request for enrollment into a California Land Conservation Act (Williamson Act) contract. APNs: 044-010-091, -092, -093, -096
Suggested Action: BOARD ACTION: Following a public hearing, the first action of the Board should be a decision regarding the recommended exemption for the project under CEQA.
Next, the Board must make a decision to approve or deny the requested Zone Change. Should the Board approve an Ordinance to change the zoning of the affected parcels from the R1A, Single-family Residential and Agriculture district to the AG, Exclusive Agriculture zoning district, findings are included in the Staff Report.
[Staff Report_BOS.ZC-24;7-1 Lyman.docx](#)
[Ordinance - Lyman Zone Change.doc](#)
[Resolution - Lyman WA Contract 461.docx](#)
[Contract No. 461- Lyman.doc](#)
[Agricultural Preserve Map No. 377. Contract-461.pdf](#)
[Lyman WA Application.pdf](#)
[Draft Ag Committee Minutes.08-14-24.final draft.pdf](#)
[PC Meeting Minutes 09-24-24 final draft-Lyman excerpt.pdf](#)
- 5.b. Planning Department – Consideration of the Planning Commission’s recommendation to approve Zone Change (ZC-24;6-3). The zone changes affect 99 parcels in Supervisorial District 5 which are currently zoned X, Special Use District, which is inconsistent with the land use designations adopted with the 2016 General Plan Land Use Element update. The Commission's recommendation is to rezone the affected parcels to the R1A, Single-family Residential and Agricultural district.
Suggested Action: Following the public hearing, the first action of the Board should be a decision on the adequacy of the CEQA categorical exemption. Next, the Board may make a decision to approve or deny the requested Zone Change. Should the Board move approve an

Ordinance to change the zoning of the affected parcels, the findings included in the staff report are recommended for inclusion with the motion to approve.

[SR_BOS.ZC-24;6-3.docx](#)

[ORDINANCE with Maps - ZC-24;6-3 X to R1A.docx](#)

[PC Meeting Minutes excerpt.pdf](#)

[PC Item Packet.pdf](#)

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

- 6.a. Declaring Local State of Emergency in Amador County Due to Pervasive Tree Mortality.
Suggested Action: Receive and File.
[Tree_Mortality.doc](#)
- 6.b. General Services Administration: Assignment and Assumption of Lease Agreement, Hangar Lot #104
Suggested Action: Authorize the Chairperson to sign attached Assignment and Assumptions.
[Summary Memo Assignment and Assumption 10.4.24.pdf](#)
[Credit Recommendation Cort.pdf](#)
[Assignment and Assumption Tenent signatures.pdf](#)
- 6.c. Behavioral Health 1st Amendment to Agreement with Aurora Behavioral Healthcare to provide inpatient care. Fiscal years 2024-2027
Suggested Action: Approve and sign agreement
[Memo to BOS Aurora.pdf](#)
[Aurora 1st Amendment signed by Contractor.pdf](#)
[Aurora Behavioral Healthcare full executed agreement fy 21-24.pdf](#)
[Aurora Executed Exemption 3.18.24.pdf](#)
- 6.d. General Services Administration: ITB 24-17 Amador County District Attorney's Office Security Cameras
Suggested Action: 1) Award Invitation to Bid 24-17 Amador County District Attorney's Office Security Cameras in the amount of \$86,531.61 with a 5% contingency (\$4,326.58) to AMS.NET LLC dba. MGT Impact Solutions., located in Livermore, CA.

2) Authorize the Board Chairman to sign the Construction Contract based upon the standard sample contract (attached) contingent upon County Counsel and the GSA Director's approval.

3) Authorize the GSA Director to accept final completion of the work and record a Notice of Completion.
[ITB 24-17 Project Approval Board Memo 10.8.24.pdf](#)
[ITB 24-17 Bid Receipt 10.3.24.pdf](#)
[ITB 24-17 Evaluation of Bids 10.7.24.pdf](#)
[ITB 24-17 Construction Contract 10.8.24.pdf](#)
- 6.e. Approval of the FY 24-25 CHVP Annual Funding Allocation for the California Home Visiting Program for the Public Health Department.
Suggested Action: Apporove
[2024.10.22 CHVP SGF EBHV 24-03 MEMO - SIGNED.pdf](#)

[2024.10.22 CHVP SGF EBHV 24-03 AFA Submission Portfolio.pdf](#)
[2024.10.22 CHVP SGF EBHV 24-03 2 Agency Information Form FY24-25.pdf](#)

- 6.f. 2024 Citizen of the Year: Approval of Resolution recognizing Ralph Salinas as Citizen of the Year for 2024.
Suggested Action: Approve
[RES 24-XXX Ralph Salinas_Citizen of the Year.docx](#)
- 6.g. Public Health requests the Approval of the Annual Foster Care Administration and Budgets for fiscal year 2024-2025
Suggested Action: Public Health requests the Approval of the Foster Care Administration and Budgets for fiscal year 2024-2025
[2024.10.22 Foster Care Memo - signed.pdf](#)
[2024.10.22 Foster Care Budget - Agreement.pdf](#)
- 6.h. Social Services: Fiscal Year 2024/25 Transitional Age Youth (TAY) Program County Allocation Awards for Transitional Housing Program (THP) and Housing Navigation and Maintenance Program (HNMP).
Suggested Action: Review and adopt resolution to accept funding for THP and HNMP to continue the support of young adults, currently or former foster youth to secure stable housing.
[Memo Acceptance of TAY Funds.docx](#)
[Resolution 24-XXX FY 24-25 TAY Resolution.docx](#)
[Transitional Age Youth THP & HNMP Allocation Acceptance.pdf](#)
- 6.i. Airport Advisory Committee: Approval of the appointment of Charles H. Barfield as an Alternate Member representing District V on the subject Committee.
Suggested Action: Approve
[20241016082459.pdf](#)

7.ADJOURNMENT: UNTIL TUESDAY, NOVEMBER 12, 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: October 22, 2024

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: October 22, 2024

SUBJECT

PROPERTY: Lease of 10877 Conductor Blvd., Sutter Creek, CA., 95685

AGENCY NEGOTIATORS: Glenn Spitzer and Pat Crew

NEGOTIATING PARTIES: Mike Amin; Mark Cunningham; Matt Patel; The Ridge Limited Partnership, a California limited partnership; and SLOG, LLC, a California limited partnership (collectively, "Owners")

UNDER NEGOTIATION: Lease terms.

Suggested Action: Discussion and possible action.

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: October 22, 2024

SUBJECT

Review and possible approval of the October 8, 2024 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: October 22, 2024

SUBJECT

First 5 Amador: Presentation by Ms. Nina Machado, First 5 Executive Director, in recognition of 25 years of service to Children and Families of Amador County.

Recommendation:

Presentation only.

4/5 vote required:

No

Distribution Instructions:

Nina Machado, First 5

ATTACHMENTS

- [BOS submittal 25 years.docx](#)



First 5 Amador – Celebrating 25 Years!

This year, the statewide network of county First 5s proudly commemorates 25 years of dedication and commitment to the well-being of their youngest community members.

Since their inception, First 5s throughout the state have been championing the needs of California's youngest children and their families, ensuring a brighter future for all. Locally, First 5 Amador continues to offer programs and services that meet the needs of parents, children and early care educators. These initiatives and programs include Welcome Baby home visits, playgroups including Messy Mornings, Behavioral Specialists, Mom-Me Time, Dad and Me, Help Us Grow – Developmental Screenings, the Imagination Library and Quality for Kids, a program that offers educational opportunities for all early care and education providers.

First 5s know that quality early care and education are fundamental to a child's development - providing accessible resources for parents and caregivers and empowering them with the knowledge and tools necessary to foster optimal growth during these critical formative years.

Along with this 25-year celebration, First 5 Amador marks the 15th anniversary of funding and hosting of the Imagination Library. This program provides children from birth until their fifth birthday a book mailed monthly to their homes. There is no income level to participate in First 5 Amador programs and this year we celebrated the 1,000-participant mark – currently reaching 70% of the age-eligible children in the county. Over the years of administering this program locally, almost 3,200 children have benefited from this valuable resource that builds early literacy skills.

Twenty-five years ago, California voters did something remarkable – they voted to prioritize our youngest residents and created the only statewide system of First 5s in the nation dedicated to child development, health, early education and parental supports. As children and families experience changing needs and challenges, First 5 Amador will be there to support them for the next 25 years.

First 5 Amador remains nimble identifying funding streams and opportunities to continue to meet the needs of our youngest and their families. We know that this early investment results in a strong community and workforce of doctors, ranchers, teachers and entrepreneurs.

Respectfully submitted.

Nina Machado

First 5 Amador, Executive Director

Board of Supervisors Agenda Item Report

Submitting Department: Planning

Meeting Date: October 22, 2024

SUBJECT

Discussion and possible action regarding the annual compliance review of the Use Permit Conditions of Approval for the Hoover HideOut. The annual review was included in the Board's 2023 approval of the Project's Zone Change and Use Permit for an event venue. APN 026-060-018

Recommendation:

Pleasure of the Board.

4/5 vote required:

No

Distribution Instructions:

Planning, Environmental Health, AFPD

ATTACHMENTS

- [Staff Report.BOS 10-22-24.Hideout Annual Complaine Report.docx](#)
- [COA COMPLIANCE.10-09-24.pdf](#)
- [AFPD Hideout compliance report.10-09-24.docx](#)

**STAFF REPORT TO: AMADOR COUNTY BOARD OF SUPERVISORS
FOR MEETING OF: August 27, 2024**

Discussion and possible action regarding the annual compliance review of the Use Permit Conditions of Approval for the Hoover HideOut. The annual review was included in the Board's 2023 approval of the Project's Zone Change and Use Permit for an event venue. APN 026-060-018

- A. General Plan Designation:** OR, Open Recreation
- B. Present Zoning District:** PD, Planned Development
- C. Acreage Involved:** 38.30 acres
- D. Description:** The subject property is a 38.30-acre parcel located at 43300 Highway 88, in Kirkwood. This property is currently developed as an event venue which is considered a conditional use with the property's PD, Planned Development zoning (§19.24.038). The Project is subject to compliance with 50 Conditions of Approval. A compliance review indicates that, as of October 16, 2024, the Project in compliance with 37 conditions, while 13 conditions are yet to be satisfied. Conditions of Approval which remain to be satisfied are listed below.

COA #6. Food Service: The applicant shall comply with California Health and Safety Code Chapter 10.1, §114328 (Catering) and §114328.1 (Host Facilities) regarding all food or beverage service to the satisfaction of the Environmental Health Department. This may include additional approval of permits to operate within Amador County. Any food sales or food service by Hideout Owners or employees not otherwise provided by a licensed and permitted caterer would require the appropriate retail food facility permit from Amador County Environmental Health, and only Permitted Food Service Providers shall provide food or beverage service to the public. A hood ventilation system shall be installed above all cooking appliances. THE ENVIRONMENTAL HEALTH DEPARTMENT, BUILDING DEPARTMENT, AND AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION.

Deficiency: The Environmental Health Department has not been contacted to verify compliance with Host Facilities portions of the Health and Safety Code.

COA #8. Fire Code Deviation: Prior to activation of the Use Permit, the Applicant shall obtain an approved Deviation from the Community Development Agency, for all development as proposed through Deviation #_____. The Use Permit shall not be activated until all conditions of the Deviation have been met. THE AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION.

Deficiency: The required deviation has not been approved.

COA #9. Property Owner Indemnification: The project applicant shall be required to formally defend and indemnify other property owner(s) whose property(ies) is/are utilized for the permitted uses, against any harms. This includes utilization of the access easement to the project property and any other uses or activities related to the proposed uses. PLANNING DEPARTMENT SHALL MONITOR THIS CONDITION

Deficiency: The formal indemnification has not been provided.

COA #17. Outdoor Advertising (AES- I): In order to reduce visual impact to nearby

properties, the HideOut shall be allowed to have signage consistent with Amador County Sign Code Section I 9.3.010(E)(3) regarding "recreational facilities," consisting of "one appurtenant sign not exceeding four feet by eight feet in dimension, no more than two faces, unless a larger sign area is granted by use permit."

Any advertising structure visible to the National Highway System (NHS) is subject to the provisions of the California Outdoor Advertising Act outlined in Business and Professions Code Section 5200 et seq. Any advertising structure that displays off-premise commercial copy visible from the NHS will require a permit from the Office of Outdoor Advertising (ODA). Any advertising structure that only advertises goods and services available on-premise will not require a permit from ODA, provided it adheres to the provisions of Business and Professions Code Section 5272 and 5274 and California Code of Regulations 2243 and 2246. Each of the proposed advertising structures should refrain from operating in any of the conditions outlined in Business and Professions Code Section 5403. For questions related to the ODA permit application process please visit our website at: <http://www.dot.ca.gov/trafficops/oda/>." THE PLANNING DEPARTMENT SHALL MONITOR THIS CONDITION

Deficiency: The Planning Department has not received confirmation of compliance with new signage near the Highway 88 access.

COA #30. Wastewater Disposal (GEO-2): In accordance with Health and Safety Code 5411 and Amador County Code 14.12.140, wastewater from any residence, place of business, or other building or place where persons reside, congregate, or are employed, must be discharged to an approved method of wastewater treatment and disposal. ENVIRONMENTAL HEALTH DEPARTMENT SHALL MONITOR THIS CONDITION

Deficiency: The Environmental Health Department has not been contacted to verify compliance with County Code 14.12.140.

COA #31. On-site Sewage Disposal (GEO-3. GEO-4): The Hideout Septic Analysis and as-built report dated November 2022 from the Owner's Engineer included recommendations included under Condition 26 for the Sewage Disposal Permit #12814 to serve the "Manager's Area" consisting of 4-5 long-term RV spaces. An Onsite Sewage Disposal Permit from the Amador County Environmental Health Department is required for all existing and future uses, and Environmental Health shall observe the repairs and construction and final the permit when construction and repairs have been completed to the satisfaction of the County. Where, for either of the two on-site sewage disposal systems, a future change in the character of use is proposed in accordance with an activity allowed under the zoning designation, the applicant will be required to retain the services of a qualified professional to review the existing OWTS and the proposed use(s) and submit a report to the Department certifying that the existing OWTS may be expected to provide acceptable service for the proposed use or to specify any modifications, expansion replacement or treatment that would be needed for such certification to be possible. All future new or replacement sewage disposal systems to be constructed on the project parcel, shall be designed by a qualified professional to serve the intended use. The system shall be designed under permit from the Amador County Environmental Health Department and said system shall comply with Chapter 14 of the Amador County Code and the On-site Wastewater Treatment System Regulations adopted pursuant to Code. Sewage Disposal Permit #08455 has been approved by ACEH for service of a six-bedroom home ("The Lodge"). Sewage Disposal Permit #12814 shall be required to be approved for the "Manager's Area." ENVIRONMENTAL HEALTH DEPARTMENT SHALL MONITOR THIS CONDITION.

Deficiency: The Environmental Health Department has not been contacted to verify compliance with Sewage Disposal Permit #12814 concerning the Manager's Area.

COA #32. Septic Analysis Engineering Recommendations (GEO-4): Consistent with the recommended actions described in the "Hideout" Septic Analysis conducted by Jesse Shaw, PE Civil Engineering (2022), including the following:

- i. Applicant shall add one-hundred feet (100 ft.) of three foot by three foot (3x3 ft.) trenching to primary area;
- ii. Applicant shall re-plumb inlet force main to dump fifty percent (50%) of flow to the upper four (4) lines, and fifty percent (50%) of flow to the lower four (4) lines;
- iii. Applicant shall, with Environmental Health's oversight, evaluate, repair, and/or replace all "d- boxes" to equalize distribution to the maximum extent possible.

THE ENVIRONMENTAL HEALTH DEPARTMENT SHALL MONITOR THIS CONDITION.

Deficiency: The Environmental Health Department has not been contacted for the required existing septic system inspections.

COA #33. Hazardous Materials Business Plan (HAZ-1): A Hazardous Materials Business Plan permit and Hazardous Waste Generator Permit is required for any propane greater than 1000 gallons and any product oil or fuels over 55 gallons stored at one time on the property. A generator permit is required when generating any hazardous waste, such as waste oil, used oil filters, or contaminated fuels. The Hideout Owner or Manager shall be required to schedule an appointment with Amador County Environmental Health Department to register online and apply for the required permits. These permits shall be required to be issued prior to any activity which requires storage of the subject materials on-site. THE AMADOR COUNTY ENVIRONMENTAL HEALTH DEPARTMENT SHALL MONITOR THIS CONDITION.

Deficiency: The Environmental Health Department has not been contacted to obtain the required Hazardous Materials Business Plan permit and Hazardous Waste Generator Permit.

COA #34. Hazardous Materials Upset and Release Unified Program Compliance (HAZ-2): Storage of hazardous materials shall be subject to applicable regulations established in the Health and Safety Code Section 25503.5. The applicant shall be required to establish a Hazardous Materials Business Plan, monitored by the County Environmental Health Department. The applicant shall at all times be in full compliance with the regulatory standards of the Unified Program regarding hazardous materials business plan requirements, hazardous waste generation, treatment or storage, aboveground petroleum storage, and underground tanks. If a hazardous materials business plan is required, the emergency response portion shall include a plan for the evacuation of visitors in the event of a hazardous materials incident. ENVIRONMENTAL HEALTH SHALL MONITOR THIS CONDITION.

Deficiency: The Environmental Health Department has not been contacted regarding compliance with the Unified Program.

COA #35. Emergency Contingency Plan (HAZ-3): In coordination with the County and Fire Protection District, the applicant shall develop and maintain an emergency contingency plan which shall, at a minimum, indicate and describe in detail the backup fire suppression equipment that will be available to emergency responders that may be used in the event of

a fire. The applicant shall also provide a map or plan identifying the locations of nearby existing dry fire hydrants relative to the site. The applicant shall also provide a description of the contents of the containers to retain on file with the plan, and supply a schedule for when there would be individuals on-site performing standard maintenance of the site. Any specialized fire response manuals or technical guidelines applicable to the project shall be included in the plan. The emergency contingency plan shall address all reasonably foreseeable emergencies which could occur at the project site. The plan shall include protocol for notification of adjacent landowners in the event that shelter in place and/or evacuation is necessary. AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION

Deficiency: AFD has not received the Emergency Contingency Plan.

COA #39. Swimming Pond (HYD-3)- Use of the existing natural pond as a recreational "swimmable" pond shall require periodic water quality sampling and notification and correction of existing hazards. "No Diving" signs shall be required on all decks, platforms, promontories, or other similar features that could potentially facilitate diving. The pond or lake must be sampled weekly, and guests should be required to shower prior to entering the pond, and shall be prohibited from entering the pond with outside products to ensure compliance with Mitigation Measures B10-1, B10-5, and B10-6. The water sample results must be submitted to the Environmental Health Department at least every two weeks for review. Testing for Total Coliform, Fecal Coliform Bacteria, and Enterococcus Bacteria or Escherichia coli is required. Water quality and sampling procedure must comply with the standards outlined in the State Water Board, Draft Guidance for Fresh Water Beaches. If swimming in the pond or lake is prohibited, posted "No Swimming" signs shall be required at all locations on site where a potential entry to the pond is indicated. ENVIRONMENTAL HEALTH DEPARTMENT SHALL MONITOR THIS CONDITION.

Deficiency: The Environmental Health Department has not been contacted regarding this matter.

COA #45. Highway Encroachment (TRA-1): The property must maintain primary access onto CA State Highway 88 and obtain all necessary encroachment permits (Chapter 12.10) and grading permits (Chapter 15.40) required for the proposed uses, as regulated by the Amador County Building Department and Caltrans.

Deficiency: The Planning Department has not received confirmation that Highway 88 access is satisfactory to the California Department of Transportation.

COA #50. Evacuation Tests/Drills (WLF-2): The Hideout Operator shall annually conduct at least one (1) Calfire-designed-and-conducted evacuation test to determine time required for 50, 100, and 150 vehicles to reach Highway 88 in the event of an emergency situation (ex. Wildfire) with the assumption of incoming emergency response vehicles. Alternatively, a qualified fire prevention expert (as determined by the County) may provide analysis of the existing site conditions relative to evacuation of 50, 100, and 150 vehicles (and 200 persons, approximately,) including approximate evacuation times. If current site improvements/infrastructure are determined inadequate to support the evacuation of some (or all) vehicles or guests, within evacuation times required for safety as determined by AFD or Calfire, then the Hideout shall not host events in excess of that determined threshold until a satisfactory analysis or test determines adequate evacuation times for all guests. This may include requiring additional infrastructure or programmatic changes, to the satisfaction of the fire prevention authority. AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION

Deficiency: AFPD has not received an evacuation drill or test log for the Project.

E. Exhibit 1: Use Permit Conditions of Approval for UP-20;10-2 (see attached).

CONDITIONS OF APPROVAL & MITIGATION MONITORING AND REPORTING PROGRAM

For Use Permit UP-20;10-2 and Zone Change ZC-20;10-1 Hoover Hideout

APPLICANT: Thomas and Barbara Jean Hoover

PROJECT LOCATION: 43300 State Highway 88 Pioneer, CA 95666; primary encroachment is located 1.5 miles west of Mormon Emigrant Trail; specific project site is approximately two miles east of Highway 88 via private access easement (APN 026-060-018).

PROJECT DESCRIPTION: Request for a Zone Change from the R1A, Single Family Residential and Agricultural District, to the PD, Planned Development District for APN 026-060-018 (ZC-20;10-1); and a Use Permit (UP-20; 10-2) for an event venue and vacation rental. Events are to take place from June through October (Peak Season), with up to 220 attendees (including staff) with two events per week, up to 35 events annually. Events are 4-5 days, with up to 175 total days allocated to events per year. APN 026-060-018 **See Extended Project Description (attached).

ENVIRONMENTAL DOCUMENT: Mitigated Negative Declaration

PLANNING COMMISSION APPROVAL DATE: May 9, 2023

BOARD OF SUPERVISORS APPROVAL DATE: June 13, 2023

NOTICE OF DETERMINATION DATE: July 3, 2023

NOTE A: It is suggested the project applicant contact the Environmental Health, Public Works, and Planning Departments and any other agencies involved prior to commencing these requirements. Improvement work shall not begin prior to the review and submission of the plans and the issuance of any applicable permits by the responsible County Department(s). The Inspector must have a minimum of 48 hours' notice prior to the start of any construction.

NOTE B: Information concerning this project can be obtained through the Amador County Planning Department, 810 Court Street, Jackson, CA 95642 (209) 223-6380.

CONDITIONS OF APPROVAL

- ✓ 1. **California Department of Fish And Wildlife (CDFW) Fees:** No permits shall be issued, fees paid, or activity commence, as they relate to this project, until such time as the Permittee has provided the Planning Department with the Department of Fish and Wildlife Filing Fee for a Notice of Determination or a Certificate of Fee Exemption from Fish and Wildlife. THE PLANNING DEPARTMENT SHALL MONITOR THIS REQUIREMENT.
- ✓ 2. This Use Permit is granted for the use(s) described (see attached application) on the condition that the establishment, maintenance, or operation of the proposed use(s) will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of the persons residing or working in the neighborhood of such proposed use(s) or be detrimental or injurious to property and improvements or the general welfare of the County. THE PLANNING DEPARTMENT SHALL MONITOR THIS CONDITION.
- ✓ 3. Applicant shall submit signed conditions to the Planning Department. The issuance of this Use Permit is expressly conditioned upon the permittee's compliance with all the provisions contained herein and if any of the provisions contained herein are violated, this Use Permit may be subject to revocation proceedings as set forth in Amador County Code. THE PLANNING DEPARTMENT SHALL MONITOR THIS REQUIREMENT.
- ✓ 4. **Events and Occupancy:** All events shall not exceed the frequencies applied for in the Use Permit, consisting of: 35 events annually, with up to two events per week from June through October (Peak Season). Events shall not exceed 5 days, and there shall not be more than 175 total days allocated to events per year. No more than 35

days (one day per ‘event’) may have more than 25 people on site per year. The number of persons on site at any one time shall not exceed maximum occupancy of the building or outside grounds and events shall abide by the population limits of the Use Permit application: up to 220 attendees at any one time. THE AMADOR COUNTY PLANNING DEPARTMENT SHALL MONITOR THIS CONDITION.

- ✓ 5. Building Permits : The permittee shall acquire all necessary building permits for all facilities and any related equipment. Construction and location shall be substantially the same as submitted plans and as stated in the approved project description. THE PLANNING DEPARTMENT AND THE AMADOR COUNTY BUILDING DEPARTMENT SHALL MONITOR THIS CONDITION.
- X 6. Food Service: T he applicant shall comply with California Health and Safety Code Chapter 10.1, §114328 (Catering) and §114328.1 (Host Facilities) regarding all food or beverage service to the satisfaction of the Environmental Health Department. This may include additional approval of permits to operate within Amador County. Any food sales or food service by Hideout Owners or employees not otherwise provided by a licensed and permitted caterer would require the appropriate retail food facility permit from Amador County Environmental Health, and only Permitted Food Service Providers shall provide food or beverage service to the public. A hood ventilation system shall be installed above all cooking appliances. THE ENVIRONMENTAL HEALTH DEPARTMENT, BUILDING DEPARTMENT, AND AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION.
- ✓ 7. Waste Disposal: The applicant must maintain solid waste disposal service sufficient to serve the intended use. This shall consist of a minimum of weekly service by a permitted waste-services provider and provision of a 4-yard dumpster (or greater) during peak season. THE WASTE MANAGEMENT DEPARTMENT SHALL MONITOR THIS CONDITION.
- X 8. Fire Code Deviation: Prior to activation of the Use Permit, the Applicant shall obtain an approved Deviation from the Community Development Agency, for all development as proposed through Deviation _____. The Use Permit shall not be activated until all conditions of the Deviation have been met. THE AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION.
- X 9. Property Owner Indemnification: The project applicant shall be required to formally defend and indemnify other property owner(s) whose property(ies) is/are utilized for the permitted uses, against any harms. This includes utilization of the access easement to the project property and any other uses or activities related to the proposed uses. PLANNING DEPARTMENT SHALL MONITOR THIS CONDITION
- ✓ 10. Fire Inspection: T he applicant shall be required to have an annual fire department inspection by AFD. This inspection shall take place sometime within each calendar year prior to the facility opening for summer service (peak season). AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION
- ✓ 11. Fire Protection Services: To mitigate the impact on fire protection services, in accordance with Amador County Ordinance No. 1640 (County Code 17.14.020)4, the developer shall participate in the annexation to the County’s Community Facilities District No. 2006-1 (Fire Protection Services), including execution of a “waiver and consent” to the expedited election procedure, the successful completion of a landowner-vote election authorizing an annual special tax for fire protection services, to be levied on the subject property by means of the County’s secured property tax roll, and payment of the County’s cost in conducting the procedure. THE AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION.
- ✓ 12. Parking: The applicant shall ensure that no traffic associated with the events center or associated commercial operations shall park along the easement road to the property or along Highway 88. The applicant shall provide a minimum of 37 parking spaces and 2 standard and 1 van-accessible permanent ADA parking spaces. The permanent parking spaces shall have an all-weather, non-combustible surface. The area(s) utilized for overflow parking shall be maintained to mitigate for fire risk and dust through industry-standard best-management fire-safe and dust reduction practices, which may include, but are not limited to: mowing, watering dirt, applying gravel, paving, removing and clearing away all flammable vegetation and other combustible growth pursuant to

Public Resources Code Section 4291(a), and other forms of maintenance. Single specimens of trees or other vegetation may be retained, provided they are well spaced, well pruned, and create a condition that avoids spread of fire to other vegetation or to a building or structure. THE TRANSPORTATION AND PUBLIC WORKS SHALL MONITOR THIS CONDITION.

- ✓ 13. **Overflow Parking:** The applicant shall provide a minimum of 130 overflow parking spaces as proposed by the applicant. The permanent parking spaces shall have an all-weather, non-combustible surface. The area(s) utilized for overflow parking shall be maintained to mitigate for fire risk and dust through industry-standard best-management fire-safe and dust reduction practices, which may include, but are not limited to: mowing, watering dirt, applying gravel, paving, removing and clearing away all flammable vegetation and other combustible growth pursuant to Public Resources Code Section 4291(a), and other forms of maintenance. Single specimens of trees or other vegetation may be retained, provided they are well spaced, well pruned, and create a condition that avoids spread of fire to other vegetation or to a building or structure. In the case that any of the proposed parking areas are seasonally inundated, other parking shall be designated to avoid damage to sensitive habitats (see Mitigation Measure(s) 20-25). Avoidance measures shall include restricting access to areas by usage of temporary or permanent signage, fencing, or other demarcation to avoid disturbance to the flooded area(s). THE PLANNING DEPARTMENT AND BUILDING DEPARTMENT SHALL MONITOR THIS CONDITION.
- ✓ 14. **Amplified Music:** As stated in the Use Permit Application, indoor and/or outdoor live or amplified music shall be permitted Tuesday and Saturday from 6:00 p.m. to 2:00 a.m. during “Peak Season” (June-October). Any outdoor amplified music other than that which is associated with scheduled events within the permitted hours, shall fall under County Code Section 9.44.010 Public Nuisance Noise and the Amador County General Plan Noise Element and be considered relative to expected noise associated with residential uses. Consistent with Table N-3 under the Amador County General Plan, exterior noise levels other than that which is associated with scheduled events, shall not exceed 60 dB at the property line. THE PLANNING DEPARTMENT SHALL MONITOR THIS CONDITION
- ✓ 15. **Generator Usage:** The applicant shall obtain and maintain all required permitting for use of the generators on-site to serve the proposed uses. THE AMADOR AIR DISTRICT AND AMADOR COUNTY BUILDING DEPARTMENT SHALL MONITOR THIS CONDITION
- ✓ 16. **Zone Change and General Plan Consistency:** The approval of the Use Permit UP-20;10-2 is contingent on the subsequent Board of Supervisors approval of the Zone Change ZC-20;10-1. THE PLANNING DEPARTMENT SHALL MONITOR THIS CONDITION.

MITIGATION MONITORING AND REPORTING PROGRAM

- X 17. **Outdoor Advertising (AES-1):** In order to reduce visual impact to nearby properties, the HideOut shall be allowed to have signage consistent with Amador County Sign Code Section 19.3.010(E)(3) regarding “recreational facilities,” consisting of “one appurtenant sign not exceeding four feet by eight feet in dimension, no more than two faces, unless a larger sign area is granted by use permit.”

Any advertising structure visible to the National Highway System (NHS) is subject to the provisions of the California Outdoor Advertising Act outlined in Business and Professions Code Section 5200 et seq. Any advertising structure that displays off-premise commercial copy visible from the NHS will require a permit from the Office of Outdoor Advertising (ODA). Any advertising structure that only advertises goods and services available on-premise will not require a permit from ODA, provided it adheres to the provisions of Business and Professions Code Section 5272 and 5274 and California Code of Regulations 2243 and 2246. Each of the proposed advertising structures should refrain from operating in any of the conditions outlined in Business and Professions Code Section 5403. For questions related to the ODA permit application process please visit our website at: <http://www.dot.ca.gov/trafficops/oda/>.”

THE PLANNING DEPARTMENT SHALL MONITOR THIS CONDITION

- ✓ 18. Commercial Light and Glare (AES-2): Any lighting installations must be compliant with County regulations, and be conditioned to incorporate measures to reduce light and reflectance pursuant to Amador County General Plan Mitigation Measure 4.1-4. This includes measures to reduce light and reflectance including limitation of all installed lighting with this project to full-cutoff, fully-shielded fixtures directed downwards with color correlative temperature (CCT) less than or equal to 3000K. Motion sensors and automatic shutoffs shall be used to limit all lighting fixtures in use after facility is closed to the public or after 10:00 p.m. THE PLANNING DEPARTMENT SHALL MONITOR THIS CONDITION.
- ✓ 19. Air Quality Best Management Practices (BMPs)(AIR-1): Permittee shall meet requirements that may be deemed necessary by the Air District based upon site conditions and operations. The project shall require that idling times for delivery vehicles be limited to a maximum of 5 minutes to reduce operational emissions of criteria pollutants per General Plan Mitigation Measure 4.3-2a. AMADOR AIR DISTRICT SHALL MONITOR THIS REQUIREMENT.
- ✓ 20. Special-Status Species, Animals (BIO-1): Special-status animal species should be avoided to the maximum extent practicable. If complete avoidance is infeasible, project impacts will need to be quantified and actions taken to reduce the impacts to a less-than-significant level through the utilization of industry-standard BMPs which may include preservation and enhancement of on and/or off-site populations, transplanting individuals to a preservation area, or other actions, subject to the approval of CDFW, USFWS, or CNPS. Prior to ground disturbing activity, a Biological Resource Analysis shall be prepared to document the presence of any special status species, and the project site plan shall be modified to avoid disturbance to those species as determined necessary by the County and CDFW, USFWS, or CNPS according to BMPs at the time of disturbance. 30-days prior to any ground disturbing activity, the Biological Resource Analysis shall be also distributed to the project notification list on file, as well as CDFW. In the case that Special-status animal species are located in the vicinity of any circumstances of the project so that there may be potential impacts to the species in question, the County shall require the applicant implement BMPs to reduce or mitigate impacts to the species to less than significant levels which shall include the following:
- Moving out of Harm's Way: For any circumstances of this project which may introduce disturbances to natural habitats that support native species, in order to avoid direct mortality to those species, a qualified biologist who is approved by CDFW to handle Southern long-toed salamander (*Ambystoma macrodactylum sigillatum*, SSC), or other special status species, may be retained to be onsite prior to and during all project-related activities to move out of harm's way special status species or other wildlife of low or limited mobility, that would otherwise be injured or killed from project-related activities. Movement of wildlife out of harm's way should be limited to only those individuals that would otherwise be injured or killed, and individuals should be moved only as far a necessary to ensure their safety.
 - Passive Relocation and Entrapment Prevention: During the course of ground disturbing activities, at the end of each workday, an escape ramp should be placed at each end of any open excavation to allow wildlife that may become trapped to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than thirty (30) degrees. A qualified biologist or construction monitor should survey the project area to ensure wildlife incidentally trapped due to project activities are allowed to escape prior to project commencement.
 - Tree Roosting Bats: If roost trees are removed during the colder months, bats may be in hibernation and unable to escape. To avoid potential impacts to both maternity colonies and hibernating bats, CDFW recommends that tree removal be scheduled either in the spring between approximately March 1 (or when evening temperatures are above 45°F) and April 15, or in fall between approximately September 1 and October 15 (or prior to evening temperatures dropping below 45°F and the onset of rainfall greater than one-half inch in 24 hours). If bats must be captured or relocated, a qualified biologist should capture injured bats by hand-capture or other methods approved by CDFW. CDFW does not authorize the use of mist nets or harp traps as capture techniques.

THE PLANNING DEPARTMENT SHALL MONITOR THIS CONDITION.

- ✓ 22. Ground Disturbance Timing for Nesting Birds (BIO-2): To avoid impacts to nesting bird species or birds protected under the Migratory Bird Treaty Act, all ground disturbing activities conducted between February 1 and September 1 must be preceded by a pre-construction survey for active nests, to be conducted by a qualified biologist. This survey should be conducted within two weeks prior to any construction activities. The purpose of this survey is to determine the presence or absence of nests in an area to be potentially disturbed. If nests are found, a buffer depending upon the species and as determined by a qualified biologist in consultation with the California Department of Fish and Wildlife and shall be demarcated with bright orange construction fencing. CDFW typically recommends a minimum of a 500-foot radius for migrating birds and a ½ mile radius for nesting raptors. Any vegetation clearing should be schedule outside of the avian nesting season (February 1 through August 31) or survey should be conducted immediately prior to vegetation removal. If active nests are found, vegetation removal should be delayed until the young fledge. No ground disturbing or other construction activities shall occur within this buffer until the County-approved biologist has confirmed that breeding/nesting is completed and the young have fledged the nest. Nesting bird surveys are not required for ground disturbing activities occurring between September 2 and January 31. The project proponent's responsibility to comply with Fish and Game Code Sections 3503, 3503.5, and 3513, regardless of the time of year. THE PLANNING DEPARTMENT SHALL MONITOR THIS CONDITION.
- ✓ 23. Special-Status Species, Plants- (BIO-3): Special-status plant populations should be avoided to the maximum extent practicable. If complete avoidance is infeasible actions must be taken to reduce the impacts to a less-than-significant level through the utilization of industry-standard BMPs which may include preservation and enhancement of on and/or off-site populations, transplanting individual plants to preservation area, installation of construction buffers, or other actions, subject to the approval of CDFW, USFWS, or CNPS. Prior to any construction activity, a biological and/or rare plant survey may be required to be conducted to determine if there are any special-status plants within the project area and which may potentially be disturbed. If special-status species are identified, avoidance zones may be established around plant populations to clearly demarcate areas for avoidance. Where avoidance is infeasible, and the plant subject to removal or potential damage from construction, the project applicant shall develop and implement preservation measures pursuant to State and Federal regulation which shall provide for no net loss of habitat and shall include, but is not limited to, relocation of the affected plants, replanting, and monitoring of relocated and planted specimens, or any other BMPs or conservation practices established by CDFW or USFWS. THE PLANNING DEPARTMENT SHALL MONITOR THIS CONDITION.
- ✓ 24. Plant Survey (BIO-4): Prior to any construction or ground-disturbing activity on site within the project area, a biological and/or rare plant survey shall be conducted to determine if there are any special-status plants within the project area which may potentially be disturbed. Surveys shall be timed according to the blooming period for the target species, and known reference populations will be visited prior to surveys to confirm the species is blooming where known to occur. If special-status species are identified, avoidance zones may be established around plant populations to clearly demarcate areas for avoidance. Avoidance measures and buffer distances may vary between species, and the specific avoidance zone distance will be determined in coordination with the appropriate resource agencies. For individual specimens, highly visible temporary construction fencing shall be placed at least 10 ft. away from the drip line of the plant. No construction activity or grading would be permitted within the buffer zone. Where avoidance is infeasible, and the plant subject to removal or potential damage from construction, the project applicant shall develop and implement protection measures pursuant to State and Federal regulation which shall provide for no net loss of habitat and shall include, but is not limited to, relocation of the affected plants, replanting, and monitoring of relocated and planted specimens. THE PLANNING DEPARTMENT SHALL MONITOR THIS CONDITION.
- ✓ 25. Wetland and Riparian Habitat (BIO-5): Complete avoidance of wetlands is conservatively recommended to ensure compliance with wetland laws. Site development shall implement erosion control plans, and best management practices (BMPs) that prevent the discharge of sediment into nearby drainage are found, a buffer depending upon the species and as determined by a qualified biologist in consultation with the California Department of Fish and Wildlife and shall be demarcated with bright orange construction fencing. The

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demarcated boundary should be placed after consultation with CDFW to ensure that special-status species (Specifically SNLYF, See BIO-6) are fully avoided, or fully mitigated to maintain California Endangered Species Act (CESA) compliance. If maintenance work is scheduled to occur in or around the pond, the projects may require notification with CDFW. Relating to the pond and waterways on site, the following mitigations include:

- a. On-site Pond Stocking Prohibited: The applicant shall not transport any fish within Tragedy Creek to or from the pond;
- b. Lake and Streambed Alteration: The property has hydrologically connected features. Section 1602 of the Fish and Game Code requires an entity to notify CDFW prior to commencing any activity that may do one or more of the following:
 - i. Substantially divert or obstruct the natural flow of any river, stream, or lake;
 - ii. Substantially change or use any material from the bed, channel or bank of any river, stream, or lake; or
 - iii. Deposit debris, waste or other materials where it may pass into any river, stream or lake.

Please note that "any river, stream or lake" includes those that are episodic (i.e., those that are dry for periods of time) as well as those that are perennial (i.e., those that flow year-round). This includes ephemeral streams and watercourses with a subsurface flow. It may also apply to work undertaken within the flood plain of a body of water.

If upon review of an entity’s notification, CDFW determines that the project activities may substantially adversely affect an existing fish or wildlife resource, a Lake and Streambed Alteration (LSA) Agreement will be issued which will include reasonable measures necessary to protect the resource. CDFW’s issuance of an LSA Agreement is a “project” subject to CEQA (see Pub. Resources Code 21065). To facilitate issuance of an LSA Agreement, if one is necessary, the environmental document should fully identify the potential impacts to the lake, stream, or riparian resources, and provide adequate avoidance, mitigation, and monitoring and reporting commitments. Early consultation with CDFW is recommended, since modification of the project may avoid or reduce impacts to fish and wildlife resources. Notifications for projects involving (1) sand, gravel or rock extraction, or (2) timber harvesting operations must be submitted using paper notification forms. All other LSA Notification types must be submitted online through CDFW’s Environmental Permit Information Management System (EPIMS). For more information about EPIMS, please visit <https://wildlife.ca.gov/Conservation/Environmental-Review/EPIMS>. More information about LSA Notifications, paper forms and fees may be found at <https://www.wildlife.ca.gov/Conservation/Environmental-Review/LSA>.

- ✓ 26. No ground disturbing or other construction activities shall occur within this buffer until the County and CDFW approved biologist has confirmed that there is no unmitigated impact to existing riparian or wetland habit. The pond shall be maintained to prevent adverse impacts to species within the habitat consistent with BMPs established by CDFW and USFWS. THE PLANNING DEPARTMENT SHALL MONITOR THIS CONDITION.
- ✓ 27. Critical Habitat Preservation and Species Protection for the Sierra Nevada Yellow-Legged Frog (*Rana sierrae*)(SNLYF) (BIO-6): If any ground-disturbing activity, new construction, or programmatic changes have the potential to affect any wetland or riparian habitats, drainage, or otherwise have the capacity to affect surface waters or other noted habitat types within this critical habitat area for SNLYF, additional consultation shall be required and prescriptive actions must be taken to reduce impacts to SNLYF habitat(s) on site. Consultation shall consist of population analysis, recording, and monitoring, along with prescribed actions to reduce and/or prevent impacts to existing populations within the project area. These actions may include industry-standard BMPs and any approved mitigations consistent with the BMPs include under the State or Federal guidelines or management plans specific to SNLYF. Activities specifically noted to negatively impact the SNLYF include,

but are not limited to: invasive species predation/out-competition, disease(particularly Chytrid fungus [*Batrachochytrium dendrobatidis*, *Bd*]), climate change, small or isolated populations, predation, grazing/livestock, surface water diversion or damming, roads and timber harvest, fire and fire management activities, and recreation (especially outside protected areas and in locations where motorized use occurs near extant SNYLF habitat) (USFWS 2014). 30-days prior to any ground disturbing activity, the Biological Resource Analysis shall be also distributed to the project notification list on file and CDFW.

If it is determined the Project may have the potential to result in "take," as defined in the Fish and Game Code, section 86, of a CESA-listed species, then Amador County Planning Department (County) should disclose that an incidental take permit (ITP) or a consistency determination (Fish & G. Code, §§ 2080.1 & 2081) may be needed prior to starting construction activities. If impacts to listed species are expected to occur even with the implementation of these measures, should be proposed to fully mitigate the impacts to CESA-listed species (Cal. Code Regs., tit. 14, § 783.2, subd. (a)(8)). If the County does not pursue CESA authorization and encounters any CESA-listed species during project activities, work should be suspended, and CDFW notified. Work should not re-initiate until the County has consulted with CDFW and can demonstrate compliance with CESA.

THE PLANNING DEPARTMENT, CDFW, AND USFWS SHALL MONITOR THIS CONDITION.

- 28. Historic and Cultural Resources (CULTR-1) (CULTR-2): In the event the permittee encounters any historic, archaeological, paleontological, or tribal resource (such as chipped or ground stone, fossil-bearing rock, large quantities of shell, historic debris, building foundations, or human bone) during any construction undertaken to comply with these conditions, permittee shall stop work immediately within a 100 ft. radius of the find and retain the services of a qualified professional for the purpose of recording, protecting, or curating the discovery as appropriate. The qualified professional shall be required to submit to the Planning Department a written report concerning the importance of the resource and the need to preserve the resource or otherwise reduce impacts of the project. The permittee shall notify the Amador County Planning Department of the find and provide proof to the Planning Department that any/all recommendations and requirements of the qualified professional have been complied with. Additionally in the case that human remains are discovered on site, the following steps must be taken in accordance with Amador County General Plan Mitigation Measure 4.5-15 Cultural Resources, per Section 7050.5 of the California Health and Safety Code. The Amador County Coroner shall, within two working days:
 - i. Determine if an investigation of cause of death is required;
 - ii. Determine if the remains are most likely that of Native American origin, and if so suspected, the coroner shall notify the California Native American Heritage Commission (NAHC) within 24 hours of making his or her determination.
 - iii. The descendants of the deceased Native Americans shall make a recommendation to the operator/ permittee for the means of handling the remains and any associated grave goods as provided in Public Resources Code (PRC) Section 5097.98.
 - iv. The NAHC shall immediately notify those persons it believes to be most likely descended from the deceased Native American.
 - v. The descendants may, with the permission of the landowner or their representative, inspect the site of the discovered Native American remains and may recommend possible treatment or disposition within 24 hours of their notification.
 - vi. Whenever the NAHC is unable to identify a descendent, or the descendent identified fails to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendent and the mediation provided for in subdivision (k) of PRC Section 5097.94 fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance.

THE PLANNING DEPARTMENT SHALL MONITOR THIS CONDITION.

- 29. Grading for Access (GEO-1): A condition of approval for this project includes that the Applicant make all necessary improvements to comply with County Code 15.30 Fire and Life Safety, or otherwise make

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improvements to ensure adequate emergency access to the satisfaction of the County. This includes ensuring slope stability and alternative routes to ensure adequate access in emergency conditions. If standard 15.30 requirements cannot be met, a Deviation may be required, subject to approval by AFPD. THE BUILDING DEPARTMENT, AMADOR FIRE PROTECTION AGENCY, AND CALTRANS SHALL MONITOR THIS CONDITION.

- X 30. Wastewater Disposal (GEO-2): In accordance with Health and Safety Code 5411 and Amador County Code 14.12.140, wastewater from any residence, place of business, or other building or place where persons reside, congregate, or are employed, must be discharged to an approved method of wastewater treatment and disposal. ENVIRONMENTAL HEALTH DEPARTMENT SHALL MONITOR THIS CONDITION.

- X 31. On-site Sewage Disposal (GEO-3, GEO-4): The Hideout Septic Analysis and as-built report dated November 2022 from the Owner’s Engineer included recommendations included under Condition 26 for the Sewage Disposal Permit #12814 to serve the “Manager’s Area” consisting of 4-5 long-term RV spaces. An Onsite Sewage Disposal Permit from the Amador County Environmental Health Department is required for all existing and future uses, and Environmental Health shall observe the repairs and construction and final the permit when construction and repairs have been completed to the satisfaction of the County. Where, for either of the two on-site sewage disposal systems, a future change in the character of use is proposed in accordance with an activity allowed under the zoning designation, the applicant will be required to retain the services of a qualified professional to review the existing OWTS and the proposed use(s) and submit a report to the Department certifying that the existing OWTS may be expected to provide acceptable service for the proposed use or to specify any modifications, expansion replacement or treatment that would be needed for such certification to be possible. All future new or replacement sewage disposal systems to be constructed on the project parcel, shall be designed by a qualified professional to serve the intended use. The system shall be designed under permit from the Amador County Environmental Health Department and said system shall comply with Chapter 14 of the Amador County Code and the On-site Wastewater Treatment System Regulations adopted pursuant to Code. Sewage Disposal Permit #08455 has been approved by ACEH for service of a six-bedroom home (“The Lodge”). Sewage Disposal Permit #12814 shall be required to be approved for the “Manager’s Area.” ENVIRONMENTAL HEALTH DEPARTMENT SHALL MONITOR THIS CONDITION.

- X 32. Septic Analysis Engineering Recommendations (GEO-4): Consistent with the recommended actions described in the “Hideout” Septic Analysis conducted by Jesse Shaw, PE Civil Engineering (2022), including the following:
 - i. Applicant shall add one-hundred feet (100 ft.) of three foot by three foot (3x3 ft.) trenching to primary area;
 - ii. Applicant shall re plumb inlet force main to dump fifty percent (50%) of flow to the upper four (4) lines, and fifty percent (50%) of flow to the lower four (4) lines;
 - iii. Applicant shall, with Environmental Health’s oversight, evaluate, repair, and/or replace all “d-boxes” to equalize distribution to the maximum extent possible.
 THE ENVIRONMENTAL HEALTH DEPARTMENT SHALL MONITOR THIS CONDITION.

- X 33. Hazardous Materials Business Plan (HAZ-1): A Hazardous Materials Business Plan permit and Hazardous Waste Generator Permit is required for any propane greater than 1000 gallons and any product oil or fuels over 55 gallons stored at one time on the property. A generator permit is required when generating any hazardous waste, such as waste oil, used oil filters, or conaminated fuels. The Hideout Owner or Manager shall be required to schedule an appointment with Amador County Environmental Health Department to register online and apply for the required permits. These permits shall be required to be issued prior to any activity which requires storage of the subject materials on-site. THE AMADOR COUNTY ENVIRONMENTAL HEALTH DEPARTMENT SHALL MONITOR THIS CONDITION.

- X 34. Hazardous Materials Upset and Release (Unified Program Compliance) (HAZ-2): Storage of hazardous materials shall be subject to applicable regulations established in the Health and Safety Code Section 25503.5. The applicant shall be required to establish a Hazardous Materials Business Plan, monitored by the County Environmental Health Department. The applicant shall at all times be in full compliance with the regulatory standards of the Unified Program regarding hazardous materials business plan requirements, hazardous waste generation, treatment or storage, aboveground petroleum storage, and underground tanks. If a hazardous materials business plan is required, the emergency response portion shall include a plan for the evacuation of visitors in the event of a hazardous materials incident. ENVIRONMENTAL HEALTH SHALL MONITOR THIS CONDITION.

- X 35. Emergency Contingency Plan (HAZ-3): In coordination with the County and Fire Protection District, the applicant shall develop and maintain an emergency contingency plan which shall, at a minimum, indicate and describe in detail the backup fire suppression equipment that will be available to emergency responders that may be used in the event of a fire. The applicant shall also provide a map or plan identifying the locations of nearby existing dry fire hydrants relative to the site. The applicant shall also provide a description of the contents of the containers to retain on file with the plan, and supply a schedule for when there would be individuals on-site performing standard maintenance of the site. Any specialized fire response manuals or technical guidelines applicable to the project shall be included in the plan. The emergency contingency plan shall address all reasonably foreseeable emergencies which could occur at the project site. The plan shall include protocol for notification of adjacent landowners in the event that shelter in place and/or evacuation is necessary. AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION

- ✓ 36. Fire Evacuation and Safety Plan (HAZ-4): The HideOut facility management team shall implement a “Fire Evacuation and Safety Plan” in accordance with Section 404 of the California Fire Code, which shall include evacuation maps within each building with bedrooms. A minimum of one HideOut staff member shall the designated “crowd control manager” and shall be trained on CPR/First Aid, and responsible for contacting the emergency responders if an emergency incident were to occur, as well as direct guests and first responders as necessary. A detailed Fire Evacuation and Safety Plan shall be made available in the HideOut office and online for guests upon request. This plan shall include records of routine drills and training. The HideOut Staff shall meet with each Rental Party and review safety protocol upon renter’s arrival. Evacuation drills shall take place in accordance with Section 405 of the California Fire Code, 2019 Edition and Title 19, Division 1. AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION.

- ✓ 37. Drainage and Grading (HYD-1): Prior to the issuance of permits for site-specific development, drainage and grading permits shall be prepared by a licensed civil engineer and submitted to the Amador County Building Department for approval.. Drainage plans shall demonstrate that new development would not increase peak storm flows and that adequate capacity exists downstream to accommodate increased stormwater volume. All site-specific development shall implement appropriate stormwater runoff best management practices (BMPs) and design features to protect receiving water quality consistent with Amador County standards, and any required National Pollution Discharge Elimination System (NPDES) permits administered by the State Water Resources Control Board (SWRCB) must be obtained prior to project execution. AMADOR COUNTY BUILDING DEPARTMENT SHALL MONITOR THIS CONDITION.

- ✓ 38. Water Supply (HYD-2): A public water system requires State Water Board, Division of Drinking Water Public Water permit(s) if water is to be made available at the facility to at least twenty-five (25) people, sixty (60) days out of the year or serves fifteen (15) service connections. The frequency of events and numbers of guests do not meet this threshold therefore a Public Water System would not be required for this project to permit the existing uses. If the facility in the future is determined to meet or exceed this threshold, a State Water Board, Division of Drinking Water Public Water System Permit would be required. A permit is required from Amador County Environmental Health for a State Small Water System, required under Title 22, Chapter 14, Article 3, Section 64211 of the California Health and Safety Code. This permit must be obtained prior to the commercial

operation of the facility. AMADOR COUNTY ENVIRONMENTAL HEALTH DEPARTMENT SHALL MONITOR THIS REQUIREMENT.

- X 39. Swimming Pond (HYD-3): Use of the existing natural pond as a recreational “swimmable” pond shall require periodic water quality sampling and notification and correction of existing hazards. “No Diving” signs shall be required on all decks, platforms, promontories, or other similar features that could potentially facilitate diving. The pond or lake must be sampled weekly, and guests should be required to shower prior to entering the pond, and shall be prohibited from entering the pond with outside products to ensure compliance with Mitigation Measures BIO-1, BIO-5, and BIO-6. The water sample results must be submitted to the Environmental Health Department at least every two weeks for review. Testing for Total Coliform, Fecal Coliform Bacteria, and Enterococcus Bacteria or Escherichia coli is required. Water quality and sampling procedure must comply with the standards outlined in the State Water Board, Draft Guidance for Fresh Water Beaches. If swimming in the pond or lake is prohibited, posted “No Swimming” signs shall be required at all locations on site where a potential entry to the pond is indicated. ENVIRONMENTAL HEALTH DEPARTMENT SHALL MONITOR THIS CONDITION.
- ✓ 40. Impacts to Surrounding Land Uses (LAN-1): Applicant shall be required to preserve existing natural landscape to the best extent possible for screening of parking and event gathering areas, implementation of noise limitations under Mitigation Measure NOI-1, and strict limitation of events including number of guests and associated traffic, event frequencies and durations, and event types and locations on site. With the implementation of these mitigation measures, there is a less than significant impact with mitigations incorporated. PLANNING DEPARTMENT SHALL MONITOR THIS CONDITION
- ✓ 41. Noise (amplified music):(NOI-1). The applicant and all uses under the Use Permit must comply with County Code Section 9.44.010 Public Nuisance Noise and the Amador County General Plan Noise Element. Consistent with Table N-3 under the Amador County General Plan, exterior noise levels shall not exceed 60 dB at the property line during regular hours of operation, and not exceed 75 dB at the property line during scheduled events. PLANNING DEPARTMENT SHALL MONITOR THIS CONDITION.
- ✓ 42. Noise (construction) (NOI-2): Per GPMM 4.11, all construction equipment shall be properly maintained per manufacturers’ specifications and fitted with the best available noise suppression devices (e.g., mufflers, silencers, wraps); all impact tools will be shrouded or shielded; and all intake and exhaust ports on power equipment will be muffled or shielded. All equipment employed during the project shall maintain appropriate setback distances from residences to reduce vibration levels below the recommended FTA and Caltrans guidelines of 80 VdB and 0.2 in/sec PPV, respectively when located within 500 feet and 300 feet of impact pile drivers, and within 70 feet and 45 feet of large bulldozers (and other heavy-duty construction equipment). Noise levels generated by the project shall not exceed 65 decibels at the nearest property line. PLANNING DEPARTMENT SHALL MONITOR THIS CONDITION.
- ✓ 43. Emergency Landline/Satellite Phone (PUB-1): In accordance with Section 510 of the California Fire Code, Emergency Responder radio coverage is required regardless of location and topography. To ensure adequate communication capability with emergency responders, the property owner shall keep and maintain an active landline and/or a satellite phone system to be used for contact with Emergency Service Providers. This line shall be maintained at all times that the facility is utilized for commercial services, and the phone number shall be provided to the local emergency service providers (Amador County Fire Protection District and Amador County Sheriffs/California Highway Patrol). All HideOut Guests shall be informed of the location of HideOut staff and shall be able to utilize the emergency phone directly. THE AMADOR COUNTY FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION.
- ✓ 44. Fire Detection and Response (PUB-2): The HideOut Owner shall adhere to the following requirements as set forth by the Amador Fire Protection District and comply with all applicable State Fire and Safety Codes. This may include, but not be limited to the following:

FINAL DRAFT

- i. The HideOut shall be required to keep and maintain operational fire extinguishers to the satisfaction of AFPD. Extinguishers will be inspected yearly and locations will be coordinated with AFPD.
- ii. The Hideout has only one building (“The Dancehall”) on site that can accommodate more than 100 persons during an event. The application lists this building as having two primary entrances/exits (rolling barn doors) with three (3) exits built into them in the event that they are closed. Fire extinguishers shall be located at each exit and additional extinguishers provided as directed by AFPD. These fire extinguishers will be serviced once a year and installed prior to commercial operations. Additionally, the property owner/applicant shall be required to install an Occupancy Load sign within the “Dancehall” building.
- iii. In accordance with the California Fire Code, Section 903.1.2.1, all structures where the consumption of alcohol is in use and the determined occupancy load exceed 100 persons; the building shall be protected by an approved automatic fire sprinkler system subject to the approval of the fire department.
- iv. Smoke and Carbon Monoxide (CO) detectors shall be required in all buildings to the satisfaction of Amador County Fire Department.
- v. Emergency Exit signage shall be required within all structures utilized for the commercial uses of the property.
- vi. All rooms utilized for sleeping purposes shall be required to have a placard indicating ingress and egress to the outside. Additionally, all buildings utilized for sleeping shall have a maximum occupancy limit of 10, which shall be posted visibly to the satisfaction of AFPD,
- vii. The minimum required fire flow for protection of these premises as a commercial use is 1,500 gallons per minute (gpm) with 20 pounds (lbs) residual water pressure for two hours in accordance with the adopted California Fire Code. This water supply is based on the structure’s combustibility and construction, and being that none of the buildings are protected by an automatic fire sprinkler system. A plan shall be required to be submitted to AFPD and require sufficient fire suppression infrastructure to the satisfaction of AFPD as a condition of approval for this use permit.
- viii. A fire watch program will be implemented for The Hideout if a planned event is expecting to have over 250 guests which includes the wedding party. The fire watch program will consist of a staffed AFPD engine with two personnel for the entire length of the event or when determined by AFPD. A fire department permit will be required to ensure this policy is enforced. AFPD shall be notified 14 days prior to the scheduled event for staffing arrangement purposes.
- ix. In accordance with the Health and Safety Code, Section 13143, all assembly type businesses are mandated to be routinely inspected by the authority having jurisdiction. Here in Amador County, inspections are done annually. The applicant will coordinate with AFPD to schedule an annual inspection prior to the start of scheduled events in June of each year.
- x. All staff members, paid or volunteer, are required to have and maintain their CPR and First Aid certification.
- xi. Prior to any events, the Property owner shall be required to purchase and maintain a defibrillator on site. During any events, a staff member trained on the use of a defibrillator shall be present on-site.

AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION

45. Highway Encroachment (TRA-1): The property must maintain primary access onto CA State Highway 88 and obtain all necessary encroachment permits (Chapter 12.10) and grading permits (Chapter 15.40) required for the proposed uses, as regulated by the Amador County Building Department and Caltrans by the following mitigations:

- i. The applicant must obtain and maintain a commercial encroachment permit from Caltrans consistent with the commercial use of the property prior to activation of the Use Permit. If any construction related activities encroach into the California Department of Transportation (Caltrans) Right of Way (ROW), including installation of signs, the project proponent must apply for an Encroachment Permit to the Caltrans Encroachment Permit Office.
- ii. All California Environmental Quality Act (CEQA) documentation, with supporting technical studies, must be submitted with the Encroachment Permit Application. These studies will include an analysis of potential impacts to any cultural sites, historic properties, biological resources, hazardous waste

FINAL DRAFT

locations, scenic highways, and/or other environmental resources within Caltrans ROW, at the project site(s).

- iii. If there is any work off the paved roadway surface in Caltrans ROW, then a Lead Compliance Plan must be completed by a Certified Industrial Hygienist and the plan must be approved by Caltrans, prior to the start of any construction related activities.
- iv. Evidence of consultation with local Native American tribes and interested parties will need to be presented within the technical documents for approval of encroachment in the Caltrans ROW.
- v. If there are impacts to protected water resources within Caltrans ROW, Caltrans will need to see the correspondence with the permitting authorities (California Department of Fish and Wildlife (CDFW), United States Army Corps of Engineers, and Regional Water Quality Control Board.
- vi. There are mature trees within and/or near Caltrans ROW that could provide suitable nesting habitat. If any work occurs on Caltrans ROW, pre-con bird surveys are required between February 1 and September 30 of any given year, prior to the start of any construction related activities.
- vii. If the encroachment is to take place on a property other than that which is owned by the project applicant, the the property owner or permittee shall be required to submit formal documentation acknowledging the right of the permittee to submit on behalf of the property owner.
- viii. Any new driveways or existing driveways utilized for this project shall be built or upgraded to current Caltrans standards (See Highway Design Manual (HDM) Section 205.4 Driveways in Rural Areas).

THE PLANNING DEPARTMENT AND CALTRANS SHALL MONITOR THIS CONDITION,

- ✓ 46. Access and Road Maintenance (TRA-2): The property owner may enter into a road maintenance agreement with a majority of the property owners utilizing 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 proposed use(s). If the majority of the owners of the road do not enter into a new or renegotiated agreement, the applicant must maintain the entire length of road utilized for the project. THE PLANNING DEPARTMENT, TRANSPORTATION AND PUBLIC WORKS DEPARTMENT, BUILDING DEPARTMENT, AMADOR FIRE PROTECTION DISTRICT, AND SURVEYOR'S OFFICE SHALL MONITOR THIS CONDITION.
- ✓ 47. Fire and Life Safety (TRA-3): The project applicant/permittee shall comply with Chapter 15.30 Fire and Life Safety Ordinance, including ensuring adequate fire access. According to the California Fire Code, Section 503.1.1, all structures shall be within 150 feet from a fire department access road. An access road is defined in the International Fire Code of at least 20 ft. clear widths within 150 feet from structures. As this has been determined by AFD to not be met through the proposed development, the development require a deviation subject to the approval of the AFD and the Community Development Agency prior to activation of the Use Permit and commencement of the proposed uses. Deviation Approval is contingent on the Property Owner operating, maintaining, and implementing the following:
 - i. Average of 20 ft.-wide road width minimum for 95% of the road (as proposed).
 - ii. Areas identified as having road width under 20 ft. shall have turnouts on both sides and clear visibility from both directions.
 - iii. Maintain and adequate width for emergency service vehicles with turnouts even in areas meeting or exceeding 20-ft. width. The road presently keeps and maintains 100+ turnouts and shall continue to maintain existing turnouts.
 - iv. Staff shall utilize radio control systems to provide traffic control over the lakeside hill and along the entire roadway accessing the property during high traffic events or in emergencies. In the event that AFD determines this method of traffic control is insufficient, the Property Owner may be required to supplement traffic control with signal lighting as determined necessary by AFD. If installation of this lighting is to include ground-disturbing activity, the applicant shall be required to apply for a Use Permit Amendment to evaluate the changes.

COUNTY BUILDING DEPARTMENT AND AMADOR FIRE PROTECTION AGENCY SHALL

MONITOR THIS CONDITION.

- ✓ 48. Wastewater Systems (UTL-1): Where, for either existing on-site wastewater disposal system, a future change in the character of use is proposed in accordance with an activity allowed under the RIA designation for any of the proposed parcels, the applicant will be required to do the following: Retain the services of a qualified professional to review the existing OWTS and the proposed use(s) and submit a report to the Department certifying that the existing OWTS may be expected to provide acceptable service for the proposed use or to specify any modifications, expansion replacement or treatment that would be needed for such certification to be possible. All future new or replacement wastewater disposal systems to be constructed on the project parcel, shall be designed by a qualified professional to serve the intended use. The system shall be designed under permit from the Amador County Environmental Health Department and said system shall comply with Chapter 14 of the Amador County Code and the On-site Wastewater Treatment System Regulations adopted pursuant to Code. ENVIRONMENTAL HEALTH SHALL MONITOR THIS CONDITION
- ✓ 49. Fire Protection Infrastructure (WLF-1): The HideOut Owner shall build, install, and maintain the following:
 - i. A 2-inch high-pressure water system that will pump water directly from the lake and will supply two (2) hydrants. This system will allow HideOut Personnel to be the first responders until Fire Crews can arrive. The hydrants will be approximately 150 ft. away from the main structures so that they are fully accessible should a fire start in one of the buildings. This system will be installed before May 2025.
 - ii. Two (2), four-foot (4 ft.) dry-barrel fire hydrants for the use of the Fire Crews, located on each side of the lake.
 - iii. The HideOut shall keep and maintain water faucets and hoses around the property and close to existing buildings for staff and first responders. There must be a minimum of 2 faucets per building fed from our 3,000 gallon storage tank via ¾ in. piping. AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS REQUIREMENT. The Hideout shall keep and maintain a minimum of 24 fire extinguishers on site, and shall provide additional fire extinguishers as requested by AFD. Fire extinguishers shall be inspected yearly and locations shall be subject to approval by AFD.
 - iv. The HideOut has only one building on site that can accommodate more than one-hundred (+100) persons during an event. This building is referred to as "The Dancehall" and is normally open on two long sides but can be enclosed by means of rolling barn doors. Should these doors be closed, there are three (3) emergency exits built into them. Fire extinguishers are located at each exit and additional extinguishers shall be provided as directed by AFD.
 - v. During emergencies, any contact with Fire Response Crews shall be through the satellite phone system maintained by the HideOut Operators. HideOut staff are present and available twenty-four (24) hours a day during any event or rental.
 - vi. A Fire Evacuation and Safety Plan shall be developed and implemented by the HideOut. This plan shall include evacuation maps within all buildings with bedrooms and HideOut staff will be trained on CPR and First Aid. The Fire Evacuation and Safety Plan will be available in the HideOut office for guests upon request. The HideOut shall meet with each Rental Party to review safety protocol upon guest arrival.

THE BUILDING DEPARTMENT AND AMADOR FIRE PROTECTION AGENCY SHALL MONITOR THIS CONDITION.

- X 50. Evacuation Tests/Drills(WLF-2): The HideOut Operator shall annually conduct at least one (1) Calfire-designed-and-conducted evacuation test to determine time required for 50, 100, and 150 vehicles to reach Highway 88 in the event of an emergency situation (ex. Wildfire) with the assumption of incoming emergency response vehicles. Alternatively, a qualified fire prevention expert (as determined by the County) may provide analysis of the existing site conditions relative to evacuation of 50, 100, and 150 vehicles (and 200 persons, approximately,) including approximate evacuation times. If current site improvements/infrastructure are determined inadequate to support the evacuation of some (or all) vehicles or guests, within evacuation times required for safety as determined by AFD or Calfire, then the HideOut shall not host events in excess of that determined threshold until a satisfactory analysis or test

determines adequate evacuation times for all guests. This may include requiring additional infrastructure or programmatic changes, to the satisfaction of the fire prevention authority. AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION

✓ 51. Conditional Use Permit Activities Monitoring and Reporting (CUM-1): Permittee shall, for as long as this Conditional Use Permit is active, monitor its conditionally permitting uses and report said monitoring results to the Planning Department. Specifically, by the 30th day of January following each calendar year during which conditionally permitted uses were undertaken, provide to the Planning Department a report containing the following information:

- i. The number of and type of events conducted during the calendar year, and the date each event was conducted;
- ii. The number of guests attending each event;
- iii. Vehicular parking conditions observed during each event (i.e. adequacy of parking conditions, and how any parking problems were addressed);
- iv. Amplified sound conditions for each event (i.e. when amplified sound began, whether it was indoors or outdoors, when amplified sound was terminated and/or moved indoors, etc.);
- v. Days and hours of operation;
- vi. A log of complaints received about permitted activities, if any;
- vii. A letter certifying that to the best of the permittee's knowledge and belief, all activities permitted by the Conditional Use Permit were undertaken in conformance with the Conditions of Approval.


THE PLANNING DEPARTMENT SHALL MONITOR THIS CONDITION.



Amador County
Board of Supervisors Chairperson

6/29/23

Date



Project Applicant

7-3-23

Date

AMADOR FIRE PROTECTION DISTRICT

810 Court Street, Jackson California 95642-2132 (209) 223-6391



10/09/2024

"The HideOut" Compliance Report

The following items are conditions of approval listed for Use Permit UP 20;10-2. These conditions shall be monitored for compliance by Amador Fire Protection District. This report has been prepared by Fire Prevention Officer Anaya for the purpose of acknowledging the Use Permit compliance review for "The HideOut".

6. Food Service: The applicant shall comply with California Health and Safety Code Chapter 10.1, §114328 (Catering) and §114328.1 (Host Facilities) regarding all food or beverage service to the satisfaction of the Environmental Health Department. This may include additional approval of permits to operate within Amador County. Any food sales or food service by Hideout Owners or employees not otherwise provided by a licensed and permitted caterer would require the appropriate retail food facility permit from Amador County Environmental Health, and only Permitted Food Service Providers shall provide food or beverage service to the public. A hood ventilation system shall be installed above all cooking appliances. THE ENVIRONMENTAL HEALTH DEPARTMENT, BUILDING DEPARTMENT, AND AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION.

-The portions of this condition concerning AFPD have been met by the Hoovers placing signs stating "no cooking food with grease laden vapors" until the process of installing a hood system can be completed. This is acceptable to the California Fire Code and the AHJ.

8. Fire Code Deviation: Prior to activation of the Use Permit, the Applicant shall obtain an approved Deviation from the Community Development Agency, for all development as proposed through Deviation. The Use Permit shall not be activated until all conditions of the Deviation have been met. THE AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION.

-To date, the deviation has not been approved.

10. Fire Inspection: The applicant shall be required to have an annual fire department inspection by AFPD. This inspection shall take place sometime within each calendar year prior to the facility opening for summer service (peak season). AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION.

-This condition has been satisfied by an annual inspection that was conducted on 06/08/2024.

11. Fire Protection Services: To mitigate the impact on fire protection services, in accordance with Amador County Ordinance No. 1640 (County Code 17.14.020)4, the developer shall participate in the annexation to the County's Community Facilities District No. 2006-1 (Fire Protection Services), including execution of a "waiver and consent" to the expedited election procedure, the successful completion of a landowner-vote election authorizing an annual special tax for fire protection services, to be levied on the subject property by means of the County's secured property tax roll, and payment of the County's cost in conducting the procedure. THE AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION.

-This condition was met by the owners of the property completing the application process on 01/16/2024 to be annexed into the County's Community Facilities District.

29. Grading for Access (GEO-1): A condition of approval for this project includes that the Applicant make all

necessary improvements to comply with County Code 15.30 Fire and Life Safety, or otherwise make FINAL DRAFT CONDITIONS OF APPROVAL ZC-20;10-1 and UP-20;10-2 Hoover Hideout Page 8 of 14 improvements to ensure adequate emergency access to the satisfaction of the County. This includes ensuring slope stability and alternative routes to ensure adequate access in emergency conditions. If standard 15.30 requirements cannot be met, a Deviation may be required, subject to approval by AFPD. THE BUILDING DEPARTMENT, AMADOR FIRE PROTECTION DISTRICT, AND CALTRANS SHALL MONITOR THIS CONDITION.

-This condition has been met as of the inspection on 06/08/2024, property owners have widened the road and added turnouts in the locations requested by AFPD.

35. Emergency Contingency Plan (HAZ-3): In coordination with the County and Fire Protection District, the applicant shall develop and maintain an emergency contingency plan which shall, at a minimum, indicate and describe in detail the backup fire suppression equipment that will be available to emergency responders that may be used in the event of a fire. The applicant shall also provide a map or plan identifying the locations of nearby existing dry fire hydrants relative to the site. The applicant shall also provide a description of the contents of the containers to retain on file with the plan, and supply a schedule for when there would be individuals on-site performing standard maintenance of the site. Any specialized fire response manuals or technical guidelines applicable to the project shall be included in the plan. The emergency contingency plan shall address all reasonably foreseeable emergencies which could occur at the project site. The plan shall include protocol for notification of adjacent landowners in the event that shelter in place and/or evacuation is necessary. AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION.

-AFPD has not received this plan to date, the owners of the property have been notified that this is missing from the requirements and will be working on providing the documentation.

36. Fire Evacuation and Safety Plan (HAZ-4): The HideOut facility management team shall implement a "Fire Evacuation and Safety Plan" in accordance with Section 404 of the California Fire Code, which shall include evacuation maps within each building with bedrooms. A minimum of one HideOut staff member shall be the designated "crowd control manager" and shall be trained on CPR/First Aid, and responsible for contacting the emergency responders if an emergency incident were to occur, as well as direct guests and first responders as necessary. A detailed Fire Evacuation and Safety Plan shall be made available in the HideOut office and online for guests upon request. This plan shall include records of routine drills and training. The HideOut Staff shall meet with each Rental Party and review safety protocol upon renter's arrival. Evacuation drills shall take place in accordance with Section 405 of the California Fire Code, 2019 Edition and Title 19, Division 1. AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION.

-The property has been equipped with an evacuation map in every room where guests would reside, as well as a plan has been coordinated with all employees who will be on the property. Multiple employees have also been trained and certified in CPR/First Aid and have provided their credentials to AFPD.

43. Emergency Landline/Satellite Phone (PUB-1): In accordance with Section 510 of the California Fire Code, Emergency Responder radio coverage is required regardless of location and topography. To ensure adequate communication capability with emergency responders, the property owner shall keep and maintain an active landline and/or a satellite phone system to be used for contact with Emergency Service Providers. This line shall be maintained at all times that the facility is utilized for commercial services, and the phone number shall be provided to the local emergency service providers (Amador County Fire Protection District and Amador County Sheriffs/California Highway Patrol). All HideOut Guests shall be informed of the location of HideOut staff and shall be able to utilize the emergency phone directly. THE AMADOR COUNTY FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION.

-Satellite phones have been supplied at the property to use in case of emergency, as of the inspection on 06/08/2024. However, the phone number has not been given to AFPD, and it is unknown if the phone number has been shared with ASO or CHP.

44. Fire Detection and Response (PUB-2): The HideOut Owner shall adhere to the following requirements as

set forth by the Amador Fire Protection District and comply with all applicable State Fire and Safety Codes. This may include, but not be limited to the following:

- i. The Hideout shall be required to keep and maintain operational fire extinguishers to the satisfaction of AFPD. Extinguishers will be inspected yearly and locations will be coordinated with AFPD.
 - ii. The Hideout has only one building ("The Dancehall") on site that can accommodate more than 100 persons during an event. The application lists this building as having two primary entrances/exits (rolling barn doors) with three (3) exits built into them in the event that they are closed. Fire extinguishers shall be located at each exit and additional extinguishers provided as directed by AFPD. These fire extinguishers will be serviced once a year and installed prior to commercial operations. Additionally, the property owner/applicant shall be required to install an Occupancy Load sign within the "Dancehall" building.
 - iii. In accordance with the California Fire Code, Section 903.1.2.1, all structures where the consumption of alcohol is in use and the determined occupancy load exceed 100 persons; the building shall be protected by an approved automatic fire sprinkler system subject to the approval of the fire department.
 - iv. Smoke and Carbon Monoxide (CO) detectors shall be required in all buildings to the satisfaction of Amador County Fire Department.
 - v. Emergency Exit signage shall be required within all structures utilized for the commercial uses of the property.
 - vi. All rooms utilized for sleeping purposes shall be required to have a placard indicating ingress and egress to the outside. Additionally, all buildings utilized for sleeping shall have a maximum occupancy limit of 10, which shall be posted visibly to the satisfaction of AFPD.
 - vii. The minimum required fire flow for protection of these premises as a commercial use is 1,500 gallons per minute (gpm) with 20 pounds (lbs) residual water pressure for two hours in accordance with the adopted California Fire Code. This water supply is based on the structure's combustibility and construction, and being that none of the buildings are protected by an automatic fire sprinkler system. A plan shall be required to be submitted to AFPD and require sufficient fire suppression infrastructure to the satisfaction of AFPD as a condition of approval for this use permit.
 - viii. A fire watch program will be implemented for The Hideout if a planned event is expecting to have over 250 guests which includes the wedding party. The fire watch program will consist of a staffed AFPD engine with two personnel for the entire length of the event or when determined by AFPD. A fire department permit will be required to ensure this policy is enforced. AFPD shall be notified 14 days prior to the scheduled event for staffing arrangement purposes.
 - ix. In accordance with the Health and Safety Code, Section 13143, all assembly type businesses are mandated to be routinely inspected by the authority having jurisdiction. Here in Amador County, inspections are done annually. The applicant will coordinate with AFPD to schedule an annual inspection prior to the start of scheduled events in June of each year.
 - x. All staff members, paid or volunteer, are required to have and maintain their CPR and First Aid certification.
 - xi. Prior to any events, the Property owner shall be required to purchase and maintain a defibrillator on site. During any events, a staff member trained on the use of a defibrillator shall be present on-site.
- AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION

-All of these conditions have been met, with the exception of the Fire Watch Program, which is currently being developed. However, the designated number of required people for the occupancy load to trigger the fire watch will need to be adjusted. Maximum occupancy according to the use permit is 220, fire watch does not give the authority to exceed that limit.

46. Access and Road Maintenance (TRA-2): The property owner may enter into a road maintenance agreement with a majority of the property owners utilizing 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 proposed use(s). If the majority of the owners of the road do not enter into a new or renegotiated agreement, the applicant must maintain the entire length of road utilized for the project. THE PLANNING DEPARTMENT, TRANSPORTATION AND PUBLIC WORKS DEPARTMENT, BUILDING DEPARTMENT, AMADOR FIRE PROTECTION DISTRICT, AND SURVEYOR'S OFFICE SHALL MONITOR THIS CONDITION

-It is unknown if a new agreement has been made, however upon inspection, the owners of the Hideout have been maintaining the road to the facility.

47. Fire and Life Safety (TRA-3): The project applicant/permittee shall comply with Chapter 15.30 Fire and Life Safety Ordinance, including ensuring adequate fire access. According to the California Fire Code, Section 503.1.1, all structures shall be within 150 feet from a fire department access road. An access road is defined in the International Fire Code of at least 20 ft. clear widths within 150 feet from structures. As this has been determined by AFPD to not be met through the proposed development, the development requires a deviation subject to the approval of the AFPD and the Community Development Agency prior to activation of the Use Permit and commencement of the proposed uses. Deviation Approval is contingent on the Property Owner operating, maintaining, and implementing the following:

- i. Average of 20 ft.-wide road width minimum for 95% of the road (as proposed).
 - ii. Areas identified as having road width under 20 ft. shall have turnouts on both sides and clear visibility from both directions.
 - iii. Maintain an adequate width for emergency service vehicles with turnouts even in areas meeting or exceeding 20-ft. width. The road presently keeps and maintains 100+ turnouts and shall continue to maintain existing turnouts.
 - iv. Staff shall utilize radio control systems to provide traffic control over the lakeside hill and along the entire roadway accessing the property during high traffic events or in emergencies. In the event that AFPD determines this method of traffic control is insufficient, the Property Owner may be required to supplement traffic control with signal lighting as determined necessary by AFPD. If installation of this lighting is to include ground-disturbing activity, the applicant shall be required to apply for a Use Permit Amendment to evaluate the changes.
- COUNTY BUILDING DEPARTMENT AND AMADOR FIRE PROTECTION AGENCY SHALL MONITOR THIS CONDITION.

-Currently, AFPD does not see a need to require a traffic light to supplement traffic control. If the attendance to events at this facility grows, then this condition will be re-evaluated.

50. Evacuation Tests/Drills (WLF-2): The HideOut Operator shall annually conduct at least one (1) Calfire-designed-and-conducted evacuation test to determine time required for 50, 100, and 150 vehicles to reach Highway 88 in the event of an emergency situation (ex. Wildfire) with the assumption of incoming emergency response vehicles. Alternatively, a qualified fire prevention expert (as determined by the County) may provide analysis of the existing site conditions relative to evacuation of 50, 100, and 150 vehicles (and 200 persons, approximately,) including approximate evacuation times. If current site improvements/infrastructure are determined inadequate to support the evacuation of some (or all) vehicles or guests, within evacuation times required for safety as determined by AFPD or Cal Fire, then the Hideout shall not host events in excess of that determined threshold until a satisfactory analysis or test determines adequate evacuation times for all guests. This may include requiring additional infrastructure or programmatic changes, to the satisfaction of the fire prevention authority. AMADOR FIRE PROTECTION DISTRICT SHALL MONITOR THIS CONDITION.

-AFPD has not received an evacuation drill or test log from The HideOut representatives, nor have we been informed if a plan is in the process of being developed.

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: October 22, 2024

SUBJECT

General Services Administration: Beneficiary of The Gretchen Kingsbury Trust

Recommendation:

Discussion and Possible action to accept the bequest from The Gretchen Kingsbury Trust in amount of \$10,000.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins; Tacy Oneto Rouen

ATTACHMENTS

- [Animal Control Bequest Memo 10.10.24.pdf](#)
- [Gretchens' Note 10.15.24.pdf](#)




AMADOR COUNTY ANIMAL CONTROL

MAIL: 12200 -B Airport Road, Jackson, CA 95642
LOCATION: 12340 Airport Road, Martell, CA
PHONE: (209) 223-6378 FAX: (209) 257-0245
E-mail: ejacobs@amadorgov.org



Memorandum

TO: Board of Supervisors

FROM: Evan Jacobs, Animal Control Director 

DATE: October 10, 2024

RE: Beneficiary of The Gretchen Kingsbury Trust

Background: Gretchen Kingsbury was a passionate animal lover who volunteered at Animal Control from the late 1990s for more than 15 years. She began as a dog walker and later moved to a front desk role, where she felt it was easier to resist the urge to adopt all the dogs. Her deep affection for animals and appreciation for the dedicated care provided by the staff led her to leave \$10,000 to Animal Control.

Subject or Key Issue: Discussion of accepting the donation in the mount of \$10,000.

Analysis: In accordance with the County's Gift Policy 2-270, any gift greater than \$10k requires acknowledgment in writing from the department and referral to the Board for acceptance or rejection.

Alternatives: Not accept the bequest and return the check to the Trustee.

Fiscal or Staffing Impacts: None

4/5ths vote: N/A

Recommendation(s): Discussion and Possible action to accept the bequest from The Gretchen Kingsbury Trust in amount of \$10,000.

Attachments: Benefactor Letter

c: Chuck Iley, CAO
Jon Hopkins, GSA Director
file

Gretchen Kingsbury Gift to Shelter

Gretchen Kingsbury loved animals — all animals, and especially dogs. Dogs were a major part of her life. Early on, even before her association with the Amador County Shelter, she and her family adopted and cared for animals others didn't want. Her first rescue through the shelter in the early 90s was MYA, a gentle golden retriever exhausted from too many litters. Gretchen and MYA would later become one of the early therapy dog teams in PHUR (Pets Helping Us Recover) program at the UC Davis Medical Center.

After the family cat Rascal (also a rescue) sustained a shoulder injury that required amputation, Gretchen began to see how less-than-perfect dogs and cats at the shelter are often overlooked. Her next rescue in 2007 was another "tri-pawed," a three-legged golden retriever mix. Buddy became Gretchen's most loyal companion, going everywhere with her in the back seat of her Prius. When Geno, the elderly black cat that had belonged to her mother, needed a home, Gretchen gave him one. When an abandoned one-eyed kitten needed a home, friends knew who to ask. Zipper was soon racing around the house, tormenting the older cats and bringing a smile to all who knew him.

Gretchen's last rescue at the Shelter was in 2011. Ginger, a ruddy golden retriever mix, overfed and under-loved, was almost 10 years old. Gretchen was nearly 80 at the time. She knew older animals are harder to place, and she believed she should never have a dog she couldn't care for herself. Ginger blossomed under Gretchen's care; she brought many years of joy and affection, and the two grew old together.

Aside from her many adoptions, Gretchen believed wholeheartedly in the Shelter's mission and sought in every way to support its work. After retirement, she volunteered as a dog walker and later, as an assistant helping with desk work. That was easier, she said, than working in back because she wanted to bring home every dog she saw. Though she could no longer volunteer in her last years, the Shelter remained close to Gretchen's heart. It was her fondest wish that every animal has a loving home; to that end, Gretchen left \$10,000 in her will to support the Shelter in its continued work.

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 22, 2024

SUBJECT

Board of Supervisors: Discussion and possible action relative to County participation on the Ecological Resources Committee (ERC) for the relicensing of PG&E's Hydro projects in Amador County.

Recommendation:

Pleasure of the Board

4/5 vote required:

No

Distribution Instructions:

Chris Bennett – Generation Supervisor, CCB0@pge.com, Board Clerk

ATTACHMENTS

- [Email from PG&E](#)



Chuck Iley <ciley@amadorgov.org>

[boardofsupervisors:3149] PG&E Mokelumne Project 137

Bennett, Chris <CCB0@pge.com>

Mon, Oct 14, 2024 at 1:37 PM

Reply-To: ccb0@pge.com

To: "boardofsupervisors@amadorgov.org" <boardofsupervisors@amadorgov.org>

Classification: Internal

Good afternoon, Gentleman.

Is the Amador County Board of Supervisors interested in becoming part of the Ecological Resource Committee - ERC? This committee helped craft the current FERC License that allows PG&E to operate the Hydro Electric facilities in Amador County. PG&E is currently putting together the plan to relicense this project with an application to FERC. This is a multiyear process and is open for input from third party agencies, such as the ERC. If the Board of Supervisors are interested in participating in this endeavor, one opportunity would be to become a member of the ERC.

If the interest is there, please contact

Ben Lloyd – BALU@pge.com or mobile 916-699-7319, Ben is our License Coordinator.

If you email Ben, please include the following.

Chris Bennett – Generation Supervisor, CCB0@pge.comClint Harris – Senior Manager, CWHF@pge.comMatt Joesph – Supervisor Hydro License and Compliance MWJA@pge.com

Chris Bennett
CAH Generation Supervisor
MLode Tiger Creek
209-602-7728

You can read about PG&E's data privacy practices at [PGE.com/privacy](https://www.pge.com/privacy).

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 22, 2024

SUBJECT

Administrative Agency: Discussion and possible action relative to an Ordinance repealing in part section 17.89.020 regarding the merger of parcels.

Recommendation:

Waive the reading of the proposed amendment to Amador County Code Section 17.89.020 regarding the merging of parcels, and schedule the proposed amendment for adoption on the consent Agenda for November 12, 2024.

4/5 vote required:

No

Distribution Instructions:

Board Clerk

ATTACHMENTS

- [Memo re Boundary Line Adjustment_v2.docx](#)
- [Boundary Line Adjustment Ordinance \(2\).docx](#)



GREGORY GILLOTT
County Counsel

LESLEY BARLOW, DEPUTY
GLENN SPITZER, DEPUTY
SABRINA PIERCE, DEPUTY
ANGELA CREACH, LEGAL ASST.

STAFF REPORT

TO: Board of Supervisors
FROM: Greg Gillott
County Counsel
DATE: October 17, 2024
RE: Ordinance repealing in part section 17.89.020 regarding the merger of parcels

Section 17.89.020, subsection B, of the Amador County Code has been identified for amendment in order to make it consistent with California law. Subsection B purports to require anyone attempting to merge parcels located in a subdivision that has mandatory assessments, such as imposed by a HOA, to either agree to continue paying the assessments based on the original number of parcels, or must provide a letter from the appropriate authority waiving that obligation. According to staff, this particular provision has not been enforced by the Surveying Department for many years, likely not since 2000 when Government Code section 66412 first became law.

Section 64412(d) expressly limits what the County can consider in connection with parcel mergers, and in doing so, it excludes enforcement of that particular portion of County Code. Section 66412 states, “[a] local advisory agency shall limit its review and approval to a determination of whether or not the parcels resulting from the lot line adjustment will conform to the local general plan, any applicable specific plan, [...], and zoning and building ordinance.

Surveying can, and generally does inform boundary line adjustment applicants that additional covenants, conditions, and restriction may apply; however, enforcement of these declarations will fall to the HOA. (Civ. Code. § 5975.)

ACTION:

If the Board wants to move forward with this amendment, the following action is recommended:

STAFF REPORT

TO: Board of Supervisors
DATE: October 17, 2024
PAGE: 2

Waive the reading of the proposed amendment to Amador County Code Section 17.89.020 regarding the merging of parcels, and schedule the proposed amendment for adoption on the Consent Agenda for November 12, 2024.

**ORDINANCE REPEALING A PORTION OF COUNTY CODE SECTION 17.89.020
REGARDING THE MERGING OF PARCELS**

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

SECTION I. Section 17.89.020 (Merging Parcels) is hereby amended to delete subsection B in its entirety.

17.89.020 Merging parcels.

~~A.~~ A boundary line adjustment shall be permitted for the merger and any subsequent resubdivision of parcels of land into a lesser number of parcels and a parcel map shall be filed for that purpose.

~~B.~~ ~~For parcels located in subdivisions for which there are mandatory assessments for homeowners associations, mutual water companies or common facilities, the applicant shall, prior to submittal of the parcel map, either execute a document in favor of the association, mutual water company or other appropriate entity indicating that required assessments for each previously existing parcel shall be maintained, or submit a letter from any such entity waiving this requirement.~~

SECTION II. Except as set forth above, the remainder of Section 17.89.020 is unaffected by this ordinance and remains in effect.

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

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the ____ day of _____ 2024, 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: Board of Supervisors

Meeting Date: October 22, 2024

SUBJECT

Review and possible approval of the October 8, 2024 Board of Supervisors Meeting Minutes.

Recommendation:

Approval.

4/5 vote required:

No

Distribution Instructions:

File

ATTACHMENTS

- [October 8, 2024 DRAFT Minutes.docx](#)

Amador County Board of Supervisors

ACTION MINUTES

REGULAR MEETING

DATE: Tuesday, October 8, 2024
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:

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

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: 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.

ACTION: Direction given to staff.

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE [GOVERNMENT CODE 54957]

Public Employee Discipline/Dismissal/Release. {Government Code 54957}

Suggested Action: Discussion and possible action.

ACTION: Direction given to staff.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS: County Negotiators: Charles T. Iley, County Administrative Officer; Glenn Spitzer, Deputy County Counsel

PROPERTY: Lease of 10877 Conductor Blvd., Sutter Creek, CA., 95685

AGENCY NEGOTIATORS: Glenn Spitzer and Pat Crew

NEGOTIATING PARTIES: Mike Amin; Mark Cunningham; Matt Patel; The Ridge Limited Partnership, a California limited partnership; and SLOG, LLC, a California limited partnership (collectively, "Owners")

UNDER NEGOTIATION: Lease terms.

Suggested Action: Discussion and possible action.

ACTION: Direction given to staff.

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

Lori Stein - Workers Compensation Claim No.: 20182001230.

Suggested Action: Discussion and possible action.

ACTION: Direction given to staff.

Confidential Minutes: Review and possible approval of the September 24, 2024 Confidential 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 September 24, 2024 Confidential Minutes.

PLEDGE OF ALLEGIANCE: Chairman Oneto 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**.

The following individuals wished to speak:

- Ms. Lois McDonald, District I resident
- Mr. Oral Custer, District II resident
- Ms. Georgia Fox, District IV resident
- Ms. Terry Saldate, District IV 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.)

ACTION: Direction given pursuant to the following motion.

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

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).

Chairman Oneto announced that the item noted below was a duplicate item that was approved at a previous meeting and would be pulled from today's consent agenda.

8.a. Behavioral Health Agreement with Nexus Youth & Family to provide Substance Abuse Prevention. RFP 24-15 award.

ACTION: Direction given pursuant to the following motion.

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

Chairman Oneto recused himself from item 8.r. due to a conflict of interest.

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

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 item noted above.

REGULAR AGENDA

Agriculture: Presentation of 2023 Crop Report by Eric Mayberry, Agriculture Commissioner

ACTION: Presentation only.

Waste Management: Discussion and possible action relative to Board Authorization of Assignment of Franchise Agreement to Delta Container Services. Inc.

At this time, Mr. Gregory Gillott, County Counsel, excused himself due to a conflict of interest and Mr. Glenn Spitzer, Deputy County Counsel, stepped in for this item.

Mr. Jeffry Gardner, Waste Management Director, addressed the Board and summarized the staff report relative to this matter.

Discussion ensued and the following individuals wished to speak:

- Paul Molinelli, Sr., Aces Waste Services
- Paul Molinelli, Jr., Aces Waste Services
- Manny Guvea, Aces Waste Services

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Crew, seconded by Supervisor Forster and carried unanimously, to assign the franchise agreement to Delta Container Services, adopt a resolution approving the assignment of the solid waste franchise agreement, approve the execution of the amendment to the operating transportation and disposal agreement and assignment, approve the execution of the second amendment to the franchise agreement and consent and assignment, and authorize staff to finalize a restated and amended lease.

RESOLUTION NO. 24-130

Approving the Assignment of the Solid Waste Franchise Agreement with Delta Container Service Inc. a California Corp.

At this time, Mr. Gregory Gillott, County Counsel, returned to the meeting.

General Services Administration: RFP 24-21 Space to Lease for Health and Human Services.

Mr. Jon Hopkins, General Services 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.

ACTION: Direction given to staff.

General Services Administration: Amador Resource Conservation District (RCD) Additional Space Request and Discussion regarding Alternative Space for Non-County Entities Located at GSA.

Mr. Jon Hopkins, General Services 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.

Lengthy discussion ensued and the following individuals wished to speak:

- Ms. Amanda Watson, RCD and Fire Safe Council
- Mr. Scott Oneto, UCCE
- Ms. Anne Heisenbittel, UCCE Master Gardener
- Mr. John Heissenbittel, Board Director, Amador Fire Safe Council
- Mr. Frank Leschinsky, Board Director, Amador Fire Safe Council

ACTION: Direction given to staff.

Board of Supervisors: Discussion and possible action relative to appointment of a Primary and Alternate delegate to the 2024-2025 CSAC Board of Directors.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Axe and carried unanimously to approve Supervisor Jeff Brown as a primary delegate and choose as an alternate delegate to the 2024-2025 CSAC Board of Directors at a later date.

Minutes: Review and possible approval of the September 24, 2024 Board of Supervisors Meeting Minutes.

ACTION: Direction given pursuant to the following motion.

MOTION: It was moved by Supervisor Forster, seconded by Supervisor Crew and carried unanimously, to approve the September 24, 2024 Board of Supervisors Meeting Minutes with a minor edit.

PUBLIC HEARING 10:30 A.M.

Surveying Department: Public Hearing and adoption of the Resolutions of Approval for a pedestrian and equestrian trail abandonment and the public utility easement within it for a Certificate of Merger for Michael and Valerie McKenney. The properties involved in said abandonment and Merger are Lots 89 and Lots 92 of Lake Camanche Village Subdivision Unit 1 as recorded in Book 3 of Subdivision Maps at Page 8 through 23. Assessor's Parcel No.'s 003-310-007 and 003-310-008. Merging the lots will allow the applicants to explore future landscaping and make plans.

Mr. Roger Pitto, County Surveyor, addressed the Board and summarized the staff report relative to this matter.

Chairman Oneto opened the Public Hearing at this time. The following individuals wished to speak:

- Ms. Deborah Cortino, District II resident
- Mr. Michael McKenney, District II resident and property owner

Discussion ensued with the following action being taken.

ACTION #1: Public Hearing closed pursuant to the following motion.

MOTION #1: It was moved by Supervisor Axe, seconded by Supervisor Crew and unanimously carried to close the Public Hearing.

ACTION #2: Direction given pursuant to the following motion.

MOTION #2: It was moved by Supervisor Axe, seconded by Supervisor Brown and unanimously carried to adopt the resolution of approval and issue the certificate.

RESOLUTION NO. 24-131

Approving Abandonment of a Public Utility Easement Pedestrian and Equestrian Trail for Michael and Valerie McKenney.

Planning Department: Consideration of the Planning Commission's recommendation to approve Zone Change (ZC-24;6-3). The zone changes affect 142 parcels in Supervisorial District 1 which are currently zoned X, Special Use District, which is inconsistent with the land use designations adopted with the 2016 General Plan Land Use Element update. The Commission's recommendation is to rezone the affected parcels to the R1A, Single-family Residential and Agricultural district.

Ms. Nicole Sheppard, Planner, summarized the staff report relative to this matter which is hereby incorporated into these minutes as though set forth in full.

Chairman Oneto opened the Public Hearing at this time. The following individuals wished to speak:

- Mr. Brian Rottweiler, District II resident
- Mr. Jason Cazadd, District II resident

Discussion ensued with the following action being taken.

ACTION #1: Public Hearing closed pursuant to the following motion.

MOTION #1: It was moved by Supervisor Forster, seconded by Supervisor Axe and unanimously carried to close the Public Hearing.

ACTION #2: Direction given pursuant to the following motion.

MOTION #2: It was moved by Supervisor Forster, seconded by Supervisor Axe, and unanimously carried to declare the adequacy of the CEQA categorical exemption.

ACTION #3: Public Hearing closed pursuant to the following motion.

MOTION #3: It was moved by Supervisor Forster, seconded by Supervisor Axe and unanimously carried to approve the ordinance amending the sectional zoning of the affected parcels, including the findings noted below.

Findings

1. A review of the proposal was conducted by staff who, through their own research, found that the zone change will not have a significant effect on the environment.
2. There are no project-specific significant effects which are peculiar to the project or its sites.
3. There is no substantial new information which was not known at the time of the General Plan Environmental Impact Report certification that supports findings of new or more severe impacts than those addressed in the General Plan.
4. There are no identified significant impacts caused by this project, and therefore no corresponding feasible mitigation measures identified in the General Plan Environmental Impact Report.
5. The proposal is consistent with the General Plan. The proposed Zone Change is consistent with the goals, objectives, and policies of the Land Use Element of General Plan and the Agricultural General and Agricultural Transition land use designations.
6. Based on the record as a whole, the actions of the Board of Supervisors represent the Board's own independent judgement and analysis.

ORDINANCE NO. 1856

Amending Sectional Zoning District Maps G-93, K-98, N-207, and O-53 Pursuant to Section 19.20.020 of the Amador County Code by Rezoning Certain Real Property from the X, Special Use District to the R1A, Single-Family Residential and Agricultural Zoning District.

ADJOURNMENT: Until Tuesday, October 22, 2024 at 8:30 a.m.

Brian Oneto, Chairman, Board of Supervisors

ATTEST:

HEATHER PEEK,
Deputy Clerk of the Board of Supervisors

October 8, 2024 CONSENT MINUTES

8.a. Behavioral Health Agreement with Nexus Youth & Family to provide Substance Abuse Prevention. RFP 24-15 award.

~~ACTION: This item was pulled from the agenda.~~

8.b. Treasurer/Tax Collector: Resolution Authorizing Sale of Tax-Defaulted Property at Public Auction. To make any sale of tax-defaulted property, the Tax Collector must transmit a notice to the Board of Supervisors (Section 3698, R&T Code). On receipt of such notice, the Board of Supervisors must, by Resolution, either approve or disapprove the proposed sale (Section 3699, R&T Code).

ACTION: Approved-Resolution No. 24-132

8.c. Assessor Roll Corrections - approval of P19 base year value transfer being decreased over \$150,000.

ACTION: Approved

8.d. Mineral Appraisal Agreement Amendment - Harold W Bertholf INC.

ACTION: Approved

8.e. Peace Officer of the Year: Approval of a Resolution Honoring John FooSum as Peace Officer of the Year for 2024.

ACTION: Approved-Resolution No. 24-133

8.f. Commission on Aging: Approval of the re-appointment of Chris Kalton, Member at Large for a four-year term. (October 8, 2024-October 7, 2028).

ACTION: Approved

8.g. District Attorney, request to transfer funds from DA CCP account to department 2120 revenue.

ACTION: Approved

8.h. Building Department-Limited Density Owner-Built Rural Dwelling / LD245610 - Donahue Suggested Action: Adopt the resolution and authorize the Chairperson to sign the "Agreement".

ACTION: Approved

8.i. Auditor: Resolution Establishing the 2024-25 Fiscal Year Appropriations Limit

ACTION: Approved-Resolution No. 24-135

8.j. Environmental Health: Request to transfer funds from CUPA Trust fund to minor equipment for purchase of new laptop to be used by the CUPA Program.

ACTION: Approved

8.k. Request to convert a vacant Legal Assistant position to an Investigative Assistant position and create a Senior District Attorney Investigator classification in the District Attorney's Office Investigations Bureau.

ACTION: Approved

8.l. Social Services: Request to add one Housing Services Social Worker I/II position.

ACTION: Approved

8.m. Request to reclassify Administrative Assistant II to a Community Development Technician I in the Transportation and Public Works Department.

ACTION: Approved

8.n. Addition of a Behavioral Health Program Manager - Clinical Services position in the Behavioral Health Department.

ACTION: Approved

8.o. Addition of a Services Support Assistant III (IMS) position in the Social Services Department as a promotional opportunity.

ACTION: Approved

8.p. Consolidated Salary Schedule.

ACTION: Approved

8.q. Resolution Regarding Salaries and Fringe Benefits for Management Employees and establishment of Community Development Director position.

ACTION: Approved-Resolution No. 24-136

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

ACTION: Approved

8.s. Request to reclassify an Outreach Specialist to a Public Health Program Coordinator in the Public Health Department.

ACTION: Approved

Board of Supervisors Agenda Item Report

Submitting Department: Planning

Meeting Date: October 22, 2024

SUBJECT

Planning Department – Request for a Zone Change (ZC-24;7-1 Lyman) from the R1A, Single-family Residential & Agriculture zoning district to the AG, Exclusive Agriculture zoning district for ±174.25 acres in conjunction with a request for enrollment into a California Land Conservation Act (Williamson Act) contract. APNs: 044-010-091, -092, -093, -096

Recommendation:

BOARD ACTION: Following a public hearing, the first action of the Board should be a decision regarding the recommended exemption for the project under CEQA.

Next, the Board must make a decision to approve or deny the requested Zone Change. Should the Board approve an Ordinance to change the zoning of the affected parcels from the R1A, Single-family Residential and Agriculture district to the AG, Exclusive Agriculture zoning district, findings are included in the Staff Report.

4/5 vote required:

No

Distribution Instructions:

Planning, File, Assessor

ATTACHMENTS

- [Staff Report_BOS.ZC-24;7-1 Lyman.docx](#)
- [Ordinance - Lyman Zone Change.doc](#)
- [Resolution - Lyman WA Contract 461.docx](#)
- [Contract No. 461- Lyman.doc](#)
- [Agricultural Preserve Map No. 377. Contract-461.pdf](#)
- [Lyman WA Application.pdf](#)
- [Draft Ag Committee Minutes.08-14-24.final draft.pdf](#)
- [PC Meeting Minutes 09-24-24 final draft-Lyman excerpt.pdf](#)

STAFF REPORT TO: THE AMADOR COUNTY BOARD OF SUPERVISORS
FOR MEETING OF: October 22, 2024

Planning Department – Request for a Zone Change (ZC-24;7-1 Lyman) from the R1A, Single-family Residential & Agriculture zoning district to the AG, Exclusive Agriculture zoning district for ±174.25 acres in conjunction with a request for enrollment into a California Land Conservation Act (Williamson Act) contract. APNs: 044-010-091, -092, -093, -096

PROPERTY OWNER: Travis and Karen Lyman
SUPERVISORIAL DISTRICTS: 1 & 4
LOCATION: North of Jackson Gate Rd., between Jackson City Limits and Depot Rd. in Martell, CA

- A. GENERAL PLAN DESIGNATION: AT, Agricultural Transition
- B. PRESENT ZONING: R1A, Single-family Residential and Agriculture
- C. Proposed Zoning: AG, Exclusive Agriculture
- D. Acreage Involved: ±174.25 ac
- E. Description: The applicant is requesting the inclusion of four contiguous parcels (APNs listed above) to be entered into a CLCA/Williamson Act agricultural preserve. Current use of the property is for grazing land, which shall continue to be the primary use of the property as stated by the applicant. By-right uses shall be limited in the proposed contract to those enjoyed under the property's current R1A zoning district's by-right uses in order to limit potential environmental impacts introduced through the zone change. All other additional uses listed under the by-right uses within the proposed AG district shall be conditioned within the contract to be considered discretionary uses and require a Conditional Use Permit pursuant to County Code Chapter 19.56.
- F. Prior Staff Review and Recommendation: The Amador County Agricultural Advisory Committee reviewed the application August 14, 2024 and found that the proposed project met the requirements for inclusion into a new Williamson Act contract, with the added condition that the parcels be merged into a single parcel. The Amador County Technical Advisory Committee (TAC) met and reviewed the project September 5, 2024 and recommended approval of the project with the finding of the project exempt from CEQA, with the Contract specifying that the increased by-right uses introduced through the zone change to AG would require a conditional use permit.
- G. PLANNING COMMISSION ACTION: The Planning Commission, following a public hearing on September 24, 2024, made the following recommendation to the Board of Supervisors:

“The Planning Commission recommends approval of the proposed zone change, the reason(s) being that the proposed project supports the preservation of agricultural lands within the county while encouraging the continued economic viability of sustained agricultural production, and the proposed zone change is consistent with the County’s General Plan Economic Development Element regarding Agricultural Conditions and Strategies (Goal E-1, Goal E-5, Goal E-8, Goal E-9, and Goal E-10), Conservation Element regarding Agricultural Lands, and Open Space Element (Goal OS-3 and Policy 3-3)”.
- H. BOARD ACTION: Following a public hearing, the first action of the Board should be a decision regarding the recommended exemption for the project under CEQA.

Next, the Board must make a decision to approve or deny the requested Zone Change. Should the Board approve an Ordinance to change the zoning of the affected parcels from the R1A, Single-family Residential and Agriculture district to the AG, Exclusive Agriculture zoning district, the findings below are recommended for inclusion with the motion to approve.

I. Recommended Findings:

1. A review of the proposal was conducted by the Board of Supervisors who, through their own research and review, found that the project will not have a significant effect on the environment.
2. There are no project-specific significant, unmitigated effects which are peculiar to the project or its site.
3. Approval of the proposed Zone Change will not create conditions detrimental to public health, safety, and general welfare in that the proposed change will not result in a substantial change on the conditions of the existing surrounding neighborhood or environment.
4. The proposal is consistent with the General Plan. The proposed AG Zoning District is consistent with the goals, objectives, and policies of the Land Use Element of General Plan and the Agricultural Transition land use designation.
5. Findings included in the Staff Report reflect the Board of Supervisors' independent judgment and analysis.

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING SECTIONAL ZONING DISTRICT MAP NO. K-98 PURSUANT TO SECTION 19.20.020 OF THE AMADOR COUNTY CODE BY REZONING CERTAIN REAL PROPERTY FROM THE “R1A,” SINGLE-FAMILY RESIDENTIAL AND AGRICULTURAL DISTRICT TO THE “AG,” EXCLUSIVE AGRICULTURAL DISTRICT.

The Board of Supervisors of the County of Amador, State of California, do ordain:

SECTION I. Recitals of Fact.

WHEREAS, Chapter 19.68 (Amendments) of the Amador County Code provides for a procedure to amend Title 19 (Zoning) or to rezone property in Amador County; and

WHEREAS, rezoning requires an ordinance amending Sectional Zoning District Maps established in accordance with Section 19.20.020 of Title 19 (Zoning); and

WHEREAS, all notices and public hearings mandated by the State Planning Law and Title 19 (Zoning) of the Amador County Code have been adhered to by the Amador County Planning Commission and Board of Supervisors; and

WHEREAS, the Board of Supervisors adopts this ordinance with the findings contained in the pertinent Board minutes and because the public necessity, convenience, and general welfare require such an amendment.

SECTION II. Section 19.20.020 of the Amador County Code is amended by amending Sectional Zoning District Map No. K-98 (Zone Change ZC-24;7-1 Lyman) to change the zoning from the “R1A,” Single-family Residential and Agricultural District to the “AG,” Exclusive Agricultural District, on those certain real properties being approximately 174.25 acres located north of Jackson Gate Rd, between the City limits of Jackson and Depot Rd., and specifically described in Exhibit A, which are attached hereto.

SECTION III. This ordinance or a summary thereof shall be published in the manner prescribed in Government Code Section 25124 and shall become effective upon recordation of the California Land Conservation Act contract on the subject parcel or thirty days after the date hereof, whichever period is greater.

The foregoing ordinance was duly passed and adopted at a regular session of the Board of Supervisors of the County of Amador, held on the 22nd Day of October, 2024, by the following vote:

AYES:

NOES:

ABSENT:

Brian Oneto
Chair, Board of Supervisors

ATTEST:

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

By _____

(ORDINANCE NO. XXXX)

(XX/XX/XX)

**“EXHIBIT A”
LEGAL DESCRIPTION**

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

Parcel Two:

A parcel of land situated in the County of Amador, State of California, being a portion of Section 17, Township 6 North, Range 11 East, Mount Diablo Meridian, and being more particularly described as that certain parcel of land delineated and designated “Adjusted Parcel 3 40.00 acres) upon that certain official map entitled “Record of Survey Boundary Line Adjustment for Genevieve J. Fuller” (As per Certification of Correction recorded at document No. 1993-013451) and recorded in the Office of the Recorder of Amador County in Book 47 of Maps and Plats at page 100 and pursuant to that certain Certificate of Compliance Recorded February 23, 1994 as Inst. No. 1994-2086, Amador County Official Records
044-010-096

Parcel Three:

A parcel of land situated in the County of Amador, State of California, being a portion of Section 17, Township 6 North, Range 11 East, Mount Diablo Meridian, and being more particularly described as that certain parcel of land delineated and designated “Adjusted Parcel 4, 50.00 acres” upon that certain official map entitled “Record of Survey Boundary Line Adjustment for Genevieve J. Fuller” (as per certification of correction recorded at document No. 1993-013451), and recorded in the Office of the Recorder of Amador County in Book 47 of the Maps and Plats at Page 100 and pursuant to that certain Certificate of Compliance recorded February 23, 1994 as Inst. No. 1994-2088, Amador County Official Records
044-010-091

Parcel Four:

A parcel of land situated in the County of Amador, State of California, being a portion of Section 17, Township 6 North, Range 11 East, Mount Diablo Meridian, and being more particularly described as that certain parcel of land delineated and designated “Adjusted Parcel 5, 30.00 acres” upon that certain official map entitled “Record of Survey Boundary Line Adjustment for Genevieve J. Fuller” (as per Certification fo Correction recorded at Document No. 1993-013451), and recorded in the Office of the Recorder of Amador County in Book 47 of Maps and Plats at page 100 and pursuant to that certain Certificate of Compliance recorded February 23, 1994 as Inst. No. 1994-2089, Amador County Official Records
044-010-092

Parcel Five:

Aa parcel of land situated in the County of Amador, State of California, being a portion of Section 17, Township 6 North, Range 11 East, Mount Diablo Meridian, and being more particularly described as that certain parcel of land delineated and designated “Adjusted Parcel 6, 54.25 acres” upon that certain official map entitled “Record of Survey Boundary Line Adjustment for Genevieve J. Fuller” (aas per Certification of Correction Recorded at Document No. 1993-013451), and recorded in the Office of the Recorder of Amador County in Book 47 of Maps and Plats at page 100 and Pursuant to that certain Certificate of Compliance recorded February 23, 1994 as Inst. No. 1994-2092, Amador County Official Records
044-010-093

Recording requested by:
BOARD OF SUPERVISORS

When recorded send to:
PLANNING DEPARTMENT

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

IN THE MATTER OF:

RESOLUTION AUTHORIZING THE RECORDING OF)
CALIFORNIA LAND CONSERVATION ACT) RESOLUTION NO. 24-
CONTRACT #461 FOR TRAVIS PATRICK LYMAN)
AND KAREN ELIZABETH LYMAN FOR 174.25)
ACRES.)

WHEREAS, California Land Conservation Act Contract #461 is entered into by the County of Amador and Travis Patrick Lyman and Karen Elizabeth Lyman; and

WHEREAS, California Land Conservation Act Contract #461 for a total of 174.25 acres is entered into by the County of Amador and Travis Patrick Lyman and Karen Elizabeth Lyman; and

WHEREAS, the subject property is described in Exhibit "A", which is made to be part of Contract #461; and

WHEREAS, said subject property is within the Amador County agricultural area, with maps of said areas being on file in Book 1 of Agricultural Preserve Maps, in the office of the Amador County Recorder; and

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

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

WHEREAS, both the County and Owner(s) intend this contract is and shall continue to be through its initial term and any extension thereof an enforceable restriction within the meaning

(Resolution No. 24-)

(00/00/2024)

and for the purpose of Article XXVIII of the State Constitution and thereby qualify as an enforceable restriction under the provisions of California Revenue and Taxation Code Section 422.

THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Amador that said Board does hereby adopt this Resolution approving amendment to California Land Conservation Contract #458, along with the property described in Exhibit "A".

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

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 22nd day of October, 2024, by the following vote:

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

NOES: None

ABSENT: None

Brian Oneto, Chairman, Board of Supervisors

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

“EXHIBIT A”

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

Parcel Two:

A parcel of land situated in the County of Amador, State of California, being a portion of Section 17, Township 6 North, Range 11 East, Mount Diablo Meridian, and being more particularly described as that certain parcel of land delineated and designated “Adjusted Parcel 3 40.00 acres) upon that certain official map entitled “Record of Survey Boundary Line Adjustment for Genevieve J. Fuller” (As per Certification of Correction recorded at document No. 1993-013451) and recorded in the Office of the Recorder of Amador County in Book 47 of Maps and Plats at page 100 and pursuant to that certain Certificate of Compliance Recorded February 23, 1994 as Inst. No. 1994-2086, Amador County Official Records 044-010-096

Parcel Three:

A parcel of land situated in the County of Amador, State of California, being a portion of Section 17, Township 6 North, Range 11 East, Mount Diablo Meridian, and being more particularly described as that certain parcel of land delineated and designated “Adjusted Parcel 4, 50.00 acres” upon that certain official map entitled “Record of Survey Boundary Line Adjustment for Genevieve J. Fuller” (as per certification of correction recorded at document No. 1993-013451), and recorded in the Office of the Recorder of Amador County in Book 47 of the Maps and Plats at Page 100 and pursuant to that certain Certificate of Compliance recorded February 23, 1994 as Inst. No. 1994-2088, Amador County Official Records 044-010-091-000

Parcel Four:

A parcel of land situated in the County of Amador, State of California, being a portion of Section 17, Township 6 North, Range 11 East, Mount Diablo Meridian, and being more particularly described as that certain parcel of land delineated and designated “Adjusted Parcel 5, 30.00 acres” upon that certain official map entitled “Record of Survey Boundary Line Adjustment for Genevieve J. Fuller” (as per Certification fo Correction recorded at Document No. 1993-013451), and recorded in the Office of the Recorder of Amador County in Book 47 of Maps and Plats at page 100 and pursuant to that certain Certificate of Compliance recorded February 23, 1994 as Inst. No. 1994-2089, Amador County Official Records 044-010-092

Parcel Five:

Aa parcel of land situated in the County of Amador, State of California, being a portion of Section 17, Township 6 North, Range 11 East, Mount Diablo Meridian, and being more particularly described as that certain parcel of land delineated and designated “Adjusted Parcel 6, 54.25 acres” upon that certain official map entitled “Record of Survey Boundary Line Adjustment for Genevieve J. Fuller” (aas per Certification of Correction Recorded at Document No. 1993-013451), and recorded in the Office of the Recorder of Amador County in Book 47 of Maps and Plats at page 100 and Pursuant to that certain Certificate of Compliance recorded February 23, 1994 as Inst. No. 1994-2092, Amador County Official Records 044-010-093

(Resolution No. 24-)

(00/00/2024)

(Resolution No. 24-)

(00/00/2024)

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

Space Above This Line For Recorder's Use

CALIFORNIA LAND CONSERVATION ACT CONTRACT NO. 461

This CALIFORNIA LAND CONSERVATION ACT CONTRACT, made and entered into this 22nd day of October, 2024, by and between the County of Amador, a political subdivision of the State of California, hereinafter referred to as "County" and

Travis Patrick Lyman and Karen Elizabeth Lyman

or successors thereof, hereinafter referred to as "Owner(s)":

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

WHEREAS, the subject property is described in Exhibit "A" for a total of 174.25 acres which is made a part of this Contract; and

WHEREAS, the subject property is located in an agricultural preserve established by Resolution No. 24-___; and

WHEREAS, said agricultural preserve is within the Amador County Agricultural Area; a map of said area being on file in Book 1 of Agricultural Preserves Maps, Map No. 376 in the office of the County Recorder of Amador County; and

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

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

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

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

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

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

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

2. **USE OF SUBJECT PROPERTY.** During the term of this Contract or any extension thereof, the subject property shall not be used for any other purpose other than the "permitted agricultural uses" or "compatible uses" as set forth in attached Exhibit "B" and incorporated herein. However, the following uses listed under subsections 19.24.036 (G), (I), and (H) shall require a use permit pursuant to Chapter 19.56: (G)(4) and (5); (G)(6) --but only production of dairy products; (G)(13); (G)(19) --but only if the uses are commercial; (G)(20) and (22); (G)(23) --but only if the uses involve commercial transactions on the property; (G)(24)-(29); (G)(30) --however, structure, building, equipment or use incidental and necessary to the by-right uses do not require a use permit; (G)(32) --except that wineries and the wholesale of wine and grape products do not require a use permit; All uses set forth in subsections (I) and (H) shall require a use permit pursuant to Chapter 19.56. Owner shall be limited to the uses specified in the aforementioned Exhibit even though ordinances, codes or regulations of County authorize different uses.

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

4. **CONDITIONS OF ESTABLISHMENT OF CONTRACT.** Any identified or unidentified Tribal Cultural Resources (TCR) shall be protected and undisturbed and the property owner shall establish a 100-foot no-disturbance buffer to preserve such resources. Prior to any grading, trenching, or building requiring a permit from the County for future discretionary projects, Tribal Consultation shall be reinitiated to identify and or develop mitigations to preserve any TCRs on-site

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

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

6. **CANCELLATION.** This Contract may be cancelled, as herein provided, as to all or a part of the subject property only upon the petition of Owner to County, and after a public hearing has been held and notice thereof given as required by Section 51284 of the Government Code. The Board of Supervisors of County may approve cancellation only if they find that cancellation is not inconsistent with the purpose of Article 5 of the Act and that cancellation is in the public interest. It is understood by the parties that there is no right to cancellation and that the existence of an opportunity for another use of the subject property shall not be a sufficient reason for cancellation of this Contract. A potential alternative use of the subject property may be considered only if there is not proximate noncontractual land suitable for the use to which it is proposed the subject land be put. The economic character of the existing agricultural or compatible use will be considered only if the subject property cannot reasonably be put to a permitted agricultural or compatible use specified in the resolution establishing the agricultural preserve in which the subject property is located. Parties hereto agree that the (1) computation of the cancellation valuation, (2) determination, and payment of the cancellation fee, (3) waiver of all or a portion of the

cancellation fee, (4) distribution of the cancellation fee as deferred taxes, (5) recordation of the Certificate of Cancellation, and (6) the creation, attachment and release of any lien created by the imposition of a cancellation fee shall be as provided in Article 5 of the Act particularly Sections 51283 and 51283.3 thereof as amended by Chapter 1372, 1969 Statutes. The Board of Supervisors of County shall not approve any cancellation of this Contract as to any of subject property per this provision unless four (4) or more members of said Board affirmatively vote for such cancellation.

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

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

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

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

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

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

13. ACTION IN EMINENT DOMAIN TO TAKE A PORTION OF SUBJECT PROPERTY. Upon the filing of an action in eminent domain by an agency or person specified in Government Code Section 51295 for the condemnation of the fee title of a portion of the subject property, or upon the acquisition in lieu of condemnation of the fee, this Contract shall be null and void on the date of filing of suit or upon the date acquisition as to the portion of the subject property condemned or acquired and shall be disregarded in the valuation process only as to the land actually taken, unless the remaining portion of

the land subject to this Contract will be adversely affected by the take or acquisition in which case the value of that damage shall be computed without regard to this Contract. Under no circumstances shall any of the subject property be removed from the provisions of this Contract that is not actually taken or acquired, except as otherwise provided in the Contract.

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

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

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

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

EXECUTED the day and year first above written.

"COUNTY"

"OWNER"

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

By: _____
Brian Oneto
Chairperson, Board of Supervisors

By: _____
Travis Patrick Lyman
Owner

Attest:

By: _____
Jennifer Burns
Clerk of the Board of Supervisors

By: _____
Karen Elizabeth Lyman
Owner

“EXHIBIT A”

LEGAL DESCRIPTION

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

Parcel Two:

A parcel of land situated in the County of Amador, State of California, being a portion of Section 17, Township 6 North, Range 11 East, Mount Diablo Meridian, and being more particularly described as that certain parcel of land delineated and designated “Adjusted Parcel 3 40.00 acres) upon that certain official map entitled “Record of Survey Boundary Line Adjustment for Genevieve J. Fuller” (As per Certification of Correction recorded at document No. 1993-013451) and recorded in the Office of the Recorder of Amador County in Book 47 of Maps and Plats at page 100 and pursuant to that certain Certificate of Compliance Recorded February 23, 1994 as Inst. No. 1994-2086, Amador County Official Records
044-010-096

Parcel Three:

A parcel of land situated in the County of Amador, State of California, being a portion of Section 17, Township 6 North, Range 11 East, Mount Diablo Meridian, and being more particularly described as that certain parcel of land delineated and designated “Adjusted Parcel 4, 50.00 acres” upon that certain official map entitled “Record of Survey Boundary Line Adjustment for Genevieve J. Fuller” (as per certification of correction recorded at document No. 1993-013451), and recorded in the Office of the Recorder of Amador County in Book 47 of the Maps and Plats at Page 100 and pursuant to that certain Certificate of Compliance recorded February 23, 1994 as Inst. No. 1994-2088, Amador County Official Records
044-010-091-000

Parcel Four:

A parcel of land situated in the County of Amador, State of California, being a portion of Section 17, Township 6 North, Range 11 East, Mount Diablo Meridian, and being more particularly described as that certain parcel of land delineated and designated “Adjusted Parcel 5, 30.00 acres” upon that certain official map entitled “Record of Survey Boundary Line Adjustment for Genevieve J. Fuller” (as per Certification fo Correction recorded at Document No. 1993-013451), and recorded in the Office of the Recorder of Amador County in Book 47 of Maps and Plats at page 100 and pursuant to that certain Certificate of Compliance recorded February 23, 1994 as Inst. No. 1994-2089, Amador County Official Records
044-010-092

Parcel Five:

Aa parcel of land situated in the County of Amador, State of California, being a portion of Section 17, Township 6 North, Range 11 East, Mount Diablo Meridian, and being more particularly described as that certain parcel of land delineated and designated “Adjusted Parcel 6, 54.25 acres” upon that certain official map entitled “Record of Survey Boundary Line Adjustment for Genevieve J. Fuller” (aas per Certification of Correction Recorded at Document No. 1993-013451), and recorded in the Office of the Recorder of Amador County in Book 47 of Maps and Plats at page 100 and Pursuant to that certain Certificate of Compliance recorded February 23, 1994 as Inst. No. 1994-2092, Amador County Official Records
044-010-093

EXHIBIT “B”

“AG,” EXCLUSIVE AGRICULTURAL ZONING DISTRICT

19.24.036 AG district--Use regulations.

- A. AG zoning shall be applied to those lands designated by the board as agricultural preserves and subject to contracts under the provisions of the California Land Conservation Act. Rezoning to AG district shall be initiated only at the request of the landowner.
- B. AG zoning shall run concurrently with the California Land Conservation Act contract. Upon termination or expiration of the contract, subject property shall automatically be deemed to be zoned X special use district unless zoning to another district has been approved by the board.
- C. Request for rezoning to AG district shall be accompanied by the required fee as set by board resolution.
- D. No property shall be rezoned to AG district unless the following requirements are met:
 - 1. a. No parcel less than forty acres shall be zoned AG except that contiguous parcels under common ownership totaling forty acres or more may be zoned AG if said parcels are merged into an assessor’s parcel. Said parcels shall be considered as one parcel for purposes of subdivision under the State Subdivision Map Act and Title 17 of this code.
 - b. A parcel comprised of less than forty acres may be zoned AG despite the forty-acre minimum for AG parcels set forth in paragraph a; provided, that a variance is first obtained pursuant to Chapter 19.52 of this code; provided, however, that in addition to the requirements of that chapter, the board must find that special circumstances have caused the size of the parcel to be less than forty acres, that the parcel substantially complies with the forty-acre minimum set forth herein, and that the owner thereof or his predecessor in interest did not, within three years preceding the application for rezoning, voluntarily reduce the size of the parcel below the forty-acre minimum. The foregoing notwithstanding, no parcel of less than forty acres shall under any circumstances be zoned AG unless it is contiguous to a parcel zoned AG, which parcel is subject to a California Land Conservation Act contract and which has a size of forty acres or more.
 - 2. Parcels to be zoned AG containing one hundred sixty acres or more shall indicate a potential ability to produce an annual gross income from agriculture of not less than two thousand dollars, or shall have permanent agricultural improvements thereon with a value of not less than ten thousand dollars. The amounts set forth in this subdivision shall be adjusted for inflation each year beginning January 1, 1981, in accordance with any increase or decrease in the Consumer Price Index for Northern California published by the United States Department of Labor or any other appropriate index or combination of indices selected by the board, which amounts shall be rounded to the nearest hundred dollars.
 - 3. Property less than one hundred sixty acres but not less than one hundred acres shall meet both of the criteria listed in subdivision D2.
 - 4. Property less than one hundred acres but at least forty acres or qualifying pursuant to Paragraph D1b shall meet the criteria listed in subdivision D2 and additionally shall demonstrate unique characteristics of an agricultural industry.
 - 5. Property less than one hundred sixty acres may be considered to satisfy requirements of subdivisions D1 through D4 if the property is a portion of and contiguous to the adjacent tract under the same ownership which is within an agricultural preserve in an adjoining county and which, when considered as a whole, would meet the

appropriate requirements.

6. A parcel may be found to meet the income requirements set forth in subdivisions D1 through D4 if the owner of the parcel demonstrates to the satisfaction of the board that the owner has planted at the time of this application for rezoning to AG, or that he shall plant during the calendar year following his application for rezoning to AG, crop-bearing trees or vines or other slowly maturing crops, or that he has made or will make agricultural improvements which shall ensure that there will be, within five years from the date of the rezoning to AG, annual agricultural income from the parcel in the minimum amount set forth in this section. Any California Land Conservation Act contract entered into on the basis of this subdivision shall contain a provision that, in the event such income is not produced within such period, the board may terminate the contract at its sole discretion, which termination shall require the immediate payment to the county of any property taxes saved by the property owner and/or his predecessor in interest resulting from the formation of the contract. The board may for good cause extend the five-year period if the board finds that such income level may be reached in such extended period.

E. No property zoned AG and under California Land Conservation Act contract shall be approved for division under the provisions of the State Subdivision Map Act and Title 17 of this code or have boundary line adjustments approved therefor unless a finding is made by the board of supervisors after recommendations from the agricultural advisory committee that each parcel to be created by the proposed division satisfies the requirements for AG zoning as set forth in subsection D hereof or the provisions of either subdivision 1 or 2 hereof.

1. A finding is made by the board of supervisors after recommendations from the agricultural advisory committee that the parcel to be created by the proposed division is for the purpose of providing security for financing on a parcel already encumbered by an existing security instrument of record and is for a second dwelling, or a farm improvement to be utilized in conjunction with the agricultural use of the property, including but not limited to, barns, wineries, dairies, food processing plants, or other uses of a similar nature. Such parcel shall be five acres in size.

a. A tentative and parcel map shall be required for divisions of land allowed by subsection E1 of this section. Land divisions approved for the purpose of financing shall be restricted to the land uses and immediate members of the owner's family as permitted under subdivision 9 of subsection G of this section. Parcel maps shall contain a notation which states the following: "This land division is for the purposes of financing only and any parcel hereby created shall be merged or reverted to acreage with the remainder upon satisfaction of the indebtedness."

b. Prior to the filing of the parcel map with the board of supervisors, the financial instrument shall be reviewed and approved by the county counsel. The financial instrument shall contain a reversionary clause which merges the parcel with the remainder parcel upon satisfaction of the indebtedness. The financial instrument shall be restricted to a loan from a federally or state-chartered bank, savings and loan association or credit union, or a state-regulated mortgage company.

2. The board of supervisors, after hearing recommendations from the agricultural advisory committee shall make all of the following findings before any subdivision or boundary line adjustment is approved pursuant to subsection E2 of this section.

a. Definitions:

i. "Original parcel" means the real property before the proposed subdivision, which property may consist of one or more contiguous parcels under one ownership and under one Land Conservation Act Contract.

ii. "Remainder parcel" means the largest individual parcel remaining after the subdivision of the original parcel.

- iii. "New parcel" or "new parcels" means the parcel or parcels other than the remainder parcel remaining after the subdivision of the original parcel.
 - iv. "Resulting parcels" means all the parcels after the subdivision, i.e., the remainder parcel and the new parcel or new parcels, which together had comprised the original parcel.
 - v. "Landowner" means the owner of the original parcel.
 - vi. "Subdivision" as used in subsection E2 of this section means subdivisions, land divisions, and boundary line adjustments.
 - vii. "Immediate family" means the spouse, natural, step or adopted children, parents, grandchildren or the siblings of the landowner.
- b. The subdivision shall meet the goal of the providing of residential parcels for immediate family members of the landowner while continuing the agricultural use of the resulting parcels.
 - c. The remainder parcel shall meet all county qualifications set forth in the contract and the AG district regulations.
 - d. All the resulting parcels shall remain subject to the same contract as the original parcel. Any notice of nonrenewal of the contract shall be filed by all of the owners of all of the resulting parcels.
 - e. The number of resulting parcels shall conform to the maximum density limitations set forth in the general plan for the area and subsection D hereof. No new parcel may be less than five acres in size and is permitted only if the remainder parcel meets said subsection D requirements. If one new parcel is created, the remainder parcel shall be no less than seventy-five acres. One additional new parcel may be created for every additional forty acres in the remainder parcel.
 - f. All of the resulting parcels shall be subject to one written agreement for joint agricultural management as one agricultural unit. The written agreement for joint agricultural management shall have been reviewed and approved by the board of supervisors and shall have been recorded in the office of the Amador County recorder as a covenant running with the land. Said written agreement shall be between the landowner and the immediate family members who take title to any resulting parcel after the subdivision. The written agreement shall require that the land which is subject to the contract, which shall include all of the resulting parcels shall be operated under the joint agricultural management of the parties subject to the terms and conditions and for the duration of the contract. The resulting parcels jointly managed under one agreement and one contract shall total at least forty acres in size multiplied by the number of resulting parcels (e.g., one new five-acre parcel requires a seventy-five acre remainder parcel).
 - g. The landowner or his/her immediate family shall have owned the original parcel for at least ten years prior to the application for the subdivision.
 - h. New parcels shall be located where they are not disruptive to the agricultural use of the remainder parcel.
 - i. The landowner may transfer title and the right to occupy the resulting parcels only to members of his/her immediate family.
 - j. A member of the immediately family who is the transferee of the landowner or successor transferee shall not voluntarily sell, lease, or rent any new parcel or improvement thereon while the land is subject to the contract except to a member of the immediate family of the transferee.

k. This section E2 hereof shall not authorize a subdivision of land subject to a contract when any of the following has occurred:

i. The Amador County Local Agency Formation Commission has approved the annexation of any part of the original parcel to a city and the city will not succeed to the contract as provided in Government Code 51243 and 51243.5.

ii. Written notice of nonrenewal of the contract has been served upon the county.

iii. The board of supervisors has granted tentative approval for cancellation of the contract as provided in Government Code 51282.

F. The agricultural advisory committee shall be composed of at least the following members and shall make recommendations on applications for AG zoning, proposed divisions of AG zoned property, and other agricultural matters to the decision-making bodies of the county:

1. County assessor;

2. County farm advisory;

3. County agricultural commissioner;

4. Five persons in various agricultural pursuits, one from each supervisorial district to be appointed by the board of supervisors; and

5. One member of the county planning commission. Any member designated pursuant to subsection F4 of this section (agricultural members) who fails to attend two consecutive committee meetings without cause as determined by the planning department shall be deemed to have voluntarily resigned said position and upon said resignation the board may thereupon designate another person to fill the vacancy created thereby.

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

1. General farming, including but not limited to the raising, growing, and harvesting of vegetable, field, forage, vine, bush, berry, tree, or other plant crop including plant nursery stock;

2. Grazing, maintaining, breeding, training, and raising of poultry and livestock of all kinds including horses, cattle, sheep, goats, hogs, and agricultural species such as fish and fur-bearing species provided there is no feeding of refuse, garbage, sewage, or offal;

3. Nurseries, greenhouses, mushroom rooms, floriculture;

4. Boarding of horses or other farm animals;

5. Growing and harvesting of timber, Christmas trees, or other plants;

6. Dairies and production of dairy products from milk produced on the premises;

7. Poultry farms;

8. Raising, feeding, maintaining, breeding, and slaughtering of livestock, chickens, turkeys, rabbits, pigeons, ducks, geese, fish, frogs, and small animals or fowl in household numbers for family use;
9. Single-family dwellings and appurtenant structures allowed in R districts and such other structures normally associated with agricultural activities, including but not limited to barns, stables, sheds, and silos; provided, however, that only one single-family residence shall be allowed for each forty acres on any parcel or contiguous parcels subject to one California Land Conservation Act contract. One said single-family dwelling on any parcel or contiguous parcels under one such contract may be an occupied mobile home as defined in Title 19 of this code provided, a use permit is obtained as required by Section 19.48.080. All structures or dwellings on a parcel or contiguous parcels subject to one such contract shall be directly used for the furtherance of the agricultural use of said property; and shall be limited to immediate members of the owner's family and his employees;
10. Home occupations, including any use customarily conducted entirely within a dwelling and carried on by the inhabitants thereof, which use is clearly incidental and secondary to the use of the structure for dwelling purposes and which use does not change the character thereof;
11. Wells, water storage, and reservoirs, including on-site excavation or removal of materials for construction thereof;
12. Storage of petroleum products for use by the occupants of the premises;
13. Veterinary clinics and services, animal hospitals, kennels;
15. Harvesting, curing, processing, packaging, packing, selling, and shipping of agricultural products on a parcel devoted to agricultural use and the treating of products grown or raised on and off the premises where such activity is carried on in conjunction with or as part of an agricultural use; excepting therefrom the commercial slaughtering of livestock, small animals, fish, poultry, or fowl;
16. Holding of nonproducing land for future agricultural use;
17. Maintenance of land in its natural state for the purpose of preserving open space for recreation or the creation of plant or animal preserves;
18. Apiaries and honey extraction plants;
19. Nonintensive recreation when carried on as a clearly secondary activity in conjunction with a bona fide agricultural operation, including but not limited to fishing, hiking, hunting, rifle and pistol practice range, skeet field, archery range, or gun club when such activities do not involve the construction of any permanent structure;
20. Sale of food products produced on the premises;
21. Feed lots and 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;

32. a. On parcels enrolled in a California Land Conservation Act contract prior to June 25, 2024, wineries as defined in Section 19.08.687, farm breweries as defined in Section 19.08.245, and the following incidental uses subject to providing off-street parking and meeting all necessary clearances from the health and building departments. Additionally, wineries and farm breweries 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:

i. Wine and beer tasting;

ii. Winery and farm brewery tours;

iii. Wholesale and retail sales of beer, wine and grape products;

iv. Events:

(A) Compensated or noncompensated events with up to one hundred twenty-five persons in attendance with no limitation on the number of events per year;

(B) Compensated or noncompensated events 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;

v. Picnic area(s) for winery- and brewery-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 not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery- and brewery-related promotional items, gift items, and/or prepackaged foods;
- x. Outdoor amplified sound until ten p.m.

b. Incidental Uses for Wineries and Farm Breweries on Parcels Enrolled in a California Land Conservation Act Contract After July 09, 2024. Wineries as defined in Section 19.08.687, and farm breweries as defined in Section 19.08.245, 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 and farm breweries 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 Chapter 19.56 of this code before commencing any of the following incidental uses:

- i. Allowed incidental uses:
 - (A) Winery and farm brewery tours;
 - (B) Wholesale and retail sales of beer, wine, and grape products;
 - (C) Picnic areas for winery- and brewery-related activities;
 - (D) Art galleries with sales and framing;
 - (E) A food preparation facility for catering on-premises indoor or outdoor functions;
 - (F) Agricultural-related museums;
 - (G) Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of winery- and brewery-related promotional items, gift items, and/or prepackaged foods;
 - (H) Outdoor amplified sound until ten p.m.;
 - (I) Tasting rooms and event gatherings subject to the setback and preferred road location limitations provided in subsection (G)(32)(b)(ii) of this section.

ii. Additional Incidental Use Limitations Based on Setbacks and Preferred Road Locations. The following setback and preferred road location requirements apply to tasting rooms and other event structures. The setbacks also apply to events taking place on the property, whether in a structure or not. Event gatherings comprise "wine or beer club events," "social events," and "special events" (as defined in subsection (G)(32)(b)(ii)(A) of this section) as well as any similar group events that are a nuisance pursuant to Chapter 9.44 of this code. Events do not include winery or farm brewery tours that do not have the attributes of a wine or beer club, social event, or special event. Production facilities and other structures that will not be used for wine or beer tasting or events are not subject to these additional setback and preferred road location regulations.

(A) For the purposes of this section, the terms below are defined as follows:

"Preferred roads" are state routes, Latrobe Road, Lower Ridge Road, Shenandoah Road, Shenandoah School Road, Steiner Road, and Willow Creek Road.

"Setback" means the horizontal distance between an event use area and the nearest property boundary which separates the event use area from property not owned or controlled by the winery or farm brewery owner or operator.

"Social events" are compensated or noncompensated catered social gatherings, dinners, and small weddings under one hundred twenty-five attendees.

"Special events" are compensated or noncompensated events held on site that are not considered to be tasting or marketing activities allowed under subsection (G)(32)(b) of this section, such as charitable, promotional, facility rental events, weddings, concerts, parties, or other social gatherings with more than one hundred twenty-five attendees.

"Wine and beer club events" are gatherings, special tastings, and dinners used to market a winery's or farm brewery's products.

(B) Wineries and farm breweries with a minimum setback of less than two hundred feet for all indoor and outdoor event use areas, or not accessed from a preferred road, are allowed the following base uses:

- (1) Operating a tasting room seven days/week between the hours of ten a.m. and six p.m.;
- (2) Participation in Amador Vintners Association (or successor) events;
- (3) Wine and beer club events: twelve per year with up to two hundred attendees per day;
- (4) Social events: six per year with up to sixty attendees per day.

(C) Wineries and farm breweries that meet a minimum setback of two hundred feet for all indoor and outdoor event use areas, and are accessed from a preferred road, are allowed the uses in subsections (G)(32)(b)(ii)(B)(1) through (G)(32)(b)(ii)(B)(4) of this section, and the following additional uses:

- (1) Social events: twelve per year with up to two hundred attendees per day.

(D) Wineries and farm breweries that meet a minimum setback of four hundred feet for all indoor and outdoor event use areas, and are accessed from a preferred road, are allowed the uses in subsections (G)(32)(b)(ii)(B)(1) through (G)(32)(b)(ii)(B)(4) of this section, and the following additional uses:

- (1) Social events: total twelve per year with up to two hundred fifty attendees per day;
- (2) Special events: total twelve per year with up to three hundred people per day.

c. Additional Restrictions Applicable to All Wineries and Farm Breweries.

i. The fire code official may 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 set back a minimum of fifty feet from any existing residence not on property owned by the winery or farm brewery operator. Idling vehicles shall maintain a one-hundred-foot clearance from any existing residence not on property owned by the winery or farm brewery operator.
- iv. Wineries and farm breweries located on private roads shall have entered into a road maintenance agreement with a majority of the owners of the road or shall obtain a use permit pursuant to Chapter 19.56 of this code before commencing any of the permitted incidental uses.
- v. All permitted uses specified in this subsection shall be subject to providing off-street parking and meeting all necessary clearances from the fire, health, and building departments.

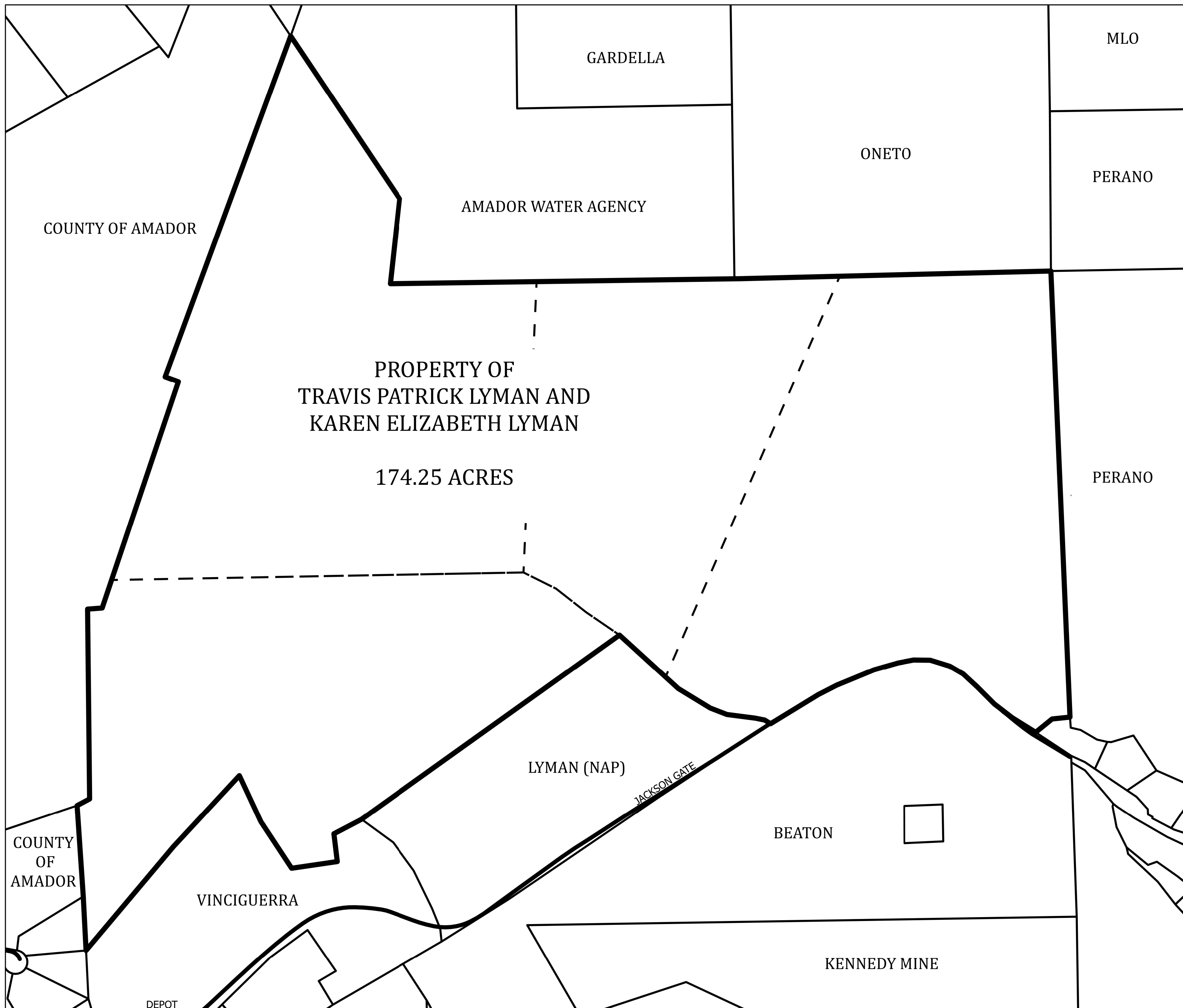
H. Duplicate Tasting Rooms. Wine tasting may be conducted under a duplicate Type-02 winegrower license only if the winery with the master Type-02 license is located in Amador County, and the following standards are met:

- 1. On parcels enrolled in a California Land Conservation Act contract prior to July 9, 2024, uses described in this subsection may be granted by the planning department, without public hearing, following public notice of the application.
 - 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;

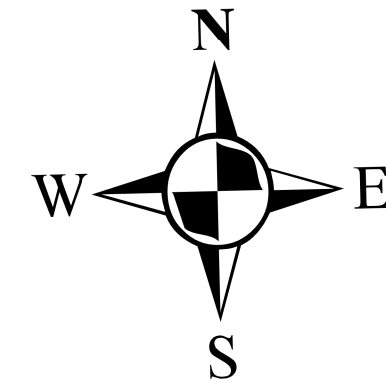
- v. Agricultural-related museums;
 - vi. Gift display area not to exceed a total of five hundred square feet in interior footprint area for the retail sale of wine-related promotional items, gift items, and/or prepackaged foods;
 - vii. Social gatherings or weddings for up to and including four hundred fifty persons up to and including twelve events per year with no more than four such events per month;
 - viii. Indoor or outdoor amplified sound 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.
2. On parcels enrolled in a California Land Conservation Act contract after July 9, 2024, duplicate tasting rooms and events shall be regulated by subsections (G)(32)(b) and (G)(32)(c) of this section.
- 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. 1851 §3, 2024; Ord. 1849 §§2, 3, 2024; 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).

AGRICULTURAL PRESERVE MAP #377
Created for California Land Conservation Act Contract #461



PORTION OF SECTION 17, T6N, R11E MDM
AMADOR COUNTY, STATE OF CALIFORNIA



0 75 150 300 450 600 Feet
1 inch = 300 ft.
Scale: 1:3,600

PROPERTY OF: TRAVIS PATRICK LYMAN AND KAREN ELIZABETH LYMAN #457
DEED NUMBER(S): DOC-2023-0006322
APNS: 044-010-091, 044-010-092, 044-010-093, 044-010-096
CONTAINING 174.25 ACRES, MORE OR LESS

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

I HEREBY CERTIFY THAT THE BOARD OF SUPERVISORS OF AMADOR COUNTY HAS APPROVED THIS MAP AS THE PROPERTY OF KURT R. ONETO FOR THE "AG," EXCLUSIVE AGRICULTURE ZONE DISTRICT.

AMADOR COUNTY CLERK BY: DEPUTY
OF THE BOARD OF SUPERVISORS

COUNTY RECORDERS CERTIFICATE

FILED THIS ____ DAY OF _____, 20____,
AT ____ M. IN BOOK ____ OF AGRICULTURAL PRESERVES, AT PAGE _____, AT THE REQUEST OF AMADOR COUNTY BOARD OF SUPERVISORS.
INSTRUMENT NO.: _____

AMADOR COUNTY RECORDER BY: DEPUTY

REQUEST TO FORM AGRICULTURAL PRESERVE

I hereby request the Board of Supervisors of Amador County to establish my property, described below, in an agricultural preserve in accordance with the provisions of the California Land Conservation Act of 1965. In the event that the Board elects to establish such a preserve, I also request that the Board direct the Planning commission to initiate hearings to rezone said land to an "AG," Exclusive Agriculture zone. I also request that the Assessor consolidate the tax parcels on said land wherever possible. I understand the inclusion of said land in an agricultural preserve is conditioned on the execution of a land conservation contract between myself and Amador County.

ITEM A Signature(s) of all owner(s), owner(s) of interest, and lien holder(s) as shown on the attached title report.

TRAVIS LYMAN / *Travis Lyman* 7/3/24
Karen Lyman / *Karen Lyman* 7/3/24

ITEM B Attach current title report.

ITEM C Attach legal description of all property included in this request.

ITEM D Attach Assessor's parcel map(s) of property. Outline exactly that property included in this request. Show on map(s) how property is used and summarize on the table below. List uses and acreages within request only. Attach additional sheets if necessary.

Assessor's Parcel No.	Acres	Agricultural Uses		Compatible Uses	
		Description	Acres	Description	Acres
044-010-092-000	30	grazing cattle	30		
044-010-091-000	50	grazing cattle	50		
044-010-096-000	40	grazing cattle	40		
044-010-093-000	54.25	grazing cattle	54.25		
Total Acres in request.	174.25				

Are there uses on the property which are not listed on either the agricultural or compatible use lists? NO
If so, explain below.

ITEM E: AGRICULTURAL PRODUCTION FROM THE LAND

Use	Crop	Production	Comments
Dry Pasture		5 Animal Units	WILL INCREASE TO 20-40 ANIMAL UNITS IN THE FUTURE
Irrigated Pasture		Animal Units	
Field Crops		Tons Per Acre	
		Tons Per Acre	
Row Crops		Tons Per Acre	
		Tons Per Acre	
Orchard		Tons Per Acre	
Other			

ITEM F: OTHER INCOME FROM THE LAND

Hunting	Fishing	Mineral	Other
Per Year	Per Year	Per Year	Per Year
\$	\$	\$	\$

ITEM G: LEASES

			Acres
1. Portion of subject property which is owner operated.			
2. Portion(s) leased or rented to others. Provide Name & Address of lessee(s).	Use	Cash Rent Per Acre	
DARWIN LYMAN 18111 AMERICAN FLAT RD. FIDDLTOWN, CA	GRAZING	\$1,500 TOTAL FOR 3 MONTHS	
3. Portion(s) share cropped to others. Provide Name & Address of lessee(s)	Crop	% to Owner	
If operating expenses are shared by owner, explain:			

ITEM H: IMPROVEMENT AND INCOME STATEMENT

1. PERMANENT AGRICULTURAL IMPROVEMENTS

Type of Improvement	Estimated Value
Barn(s)	\$22,000
Corral(s)	\$10,000
Fences	\$5,000
Wells	
Water Systems	\$5,000
Other (specify) 3 PHASE POWER ON SITE	\$100,000?
TOTAL	

2. ESTIMATED INCOME

Use	Estimated Annual Income
B CATTLE	\$20,000
LEASING PASTURE	\$1,500
TOTAL	

I certify that the information presented in this application is true and correct to the best of my knowledge.

NAME: TRAVIS LYMAN

ADDRESS: 65 HYGRADE RD

CITY: SUTER CREEK, CA 95685

PHONE: 209 418 8747

EMAIL: TRAVISLYMAN@TRAVISLYMAN123@GMAIL.COM

Additional persons to be notified concerning action on this request:

NAME: KAREN LYMAN

ADDRESS: SAME AS ABOVE

CITY: _____

PHONE: 775 813 5552

Travis Lyman
Signature of person who prepared application.

7/3/2024
Date

NAME: _____

ADDRESS: _____

CITY: _____

PHONE: _____

Karen Lyman 7/3/24

LEGAL DESCRIPTION

Order Number: P-608366

Exhibit "A"
Legal Description

THE PROPERTY DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF AMADOR, AN UNINCORPORATED AREA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

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APN 044-010-095-000

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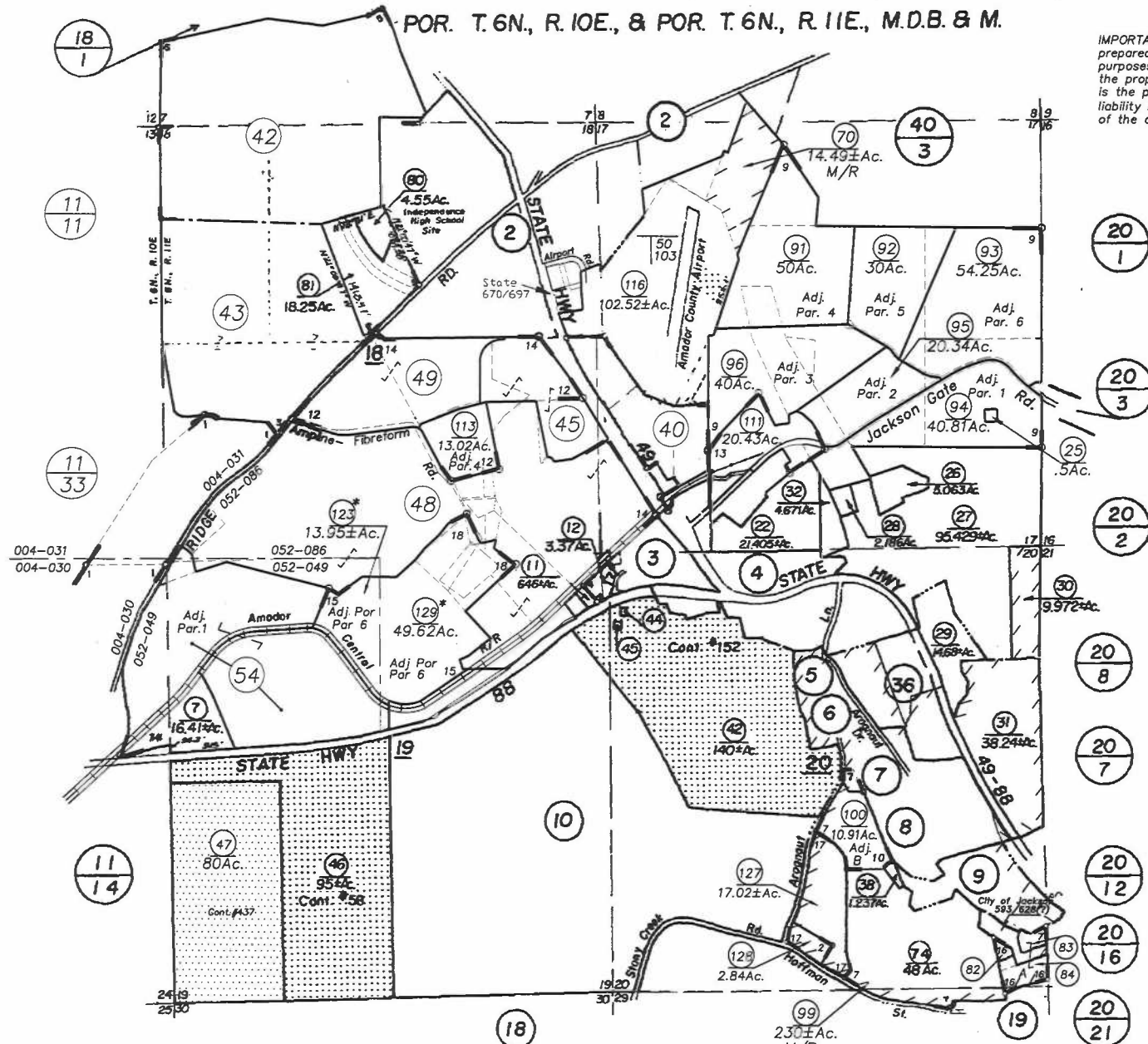
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APN 044-010-093-000

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 2009-2010 roll year. Parcel numbers are subject to change prior to adoption of roll on each July 1.

1200'
05/24/2018

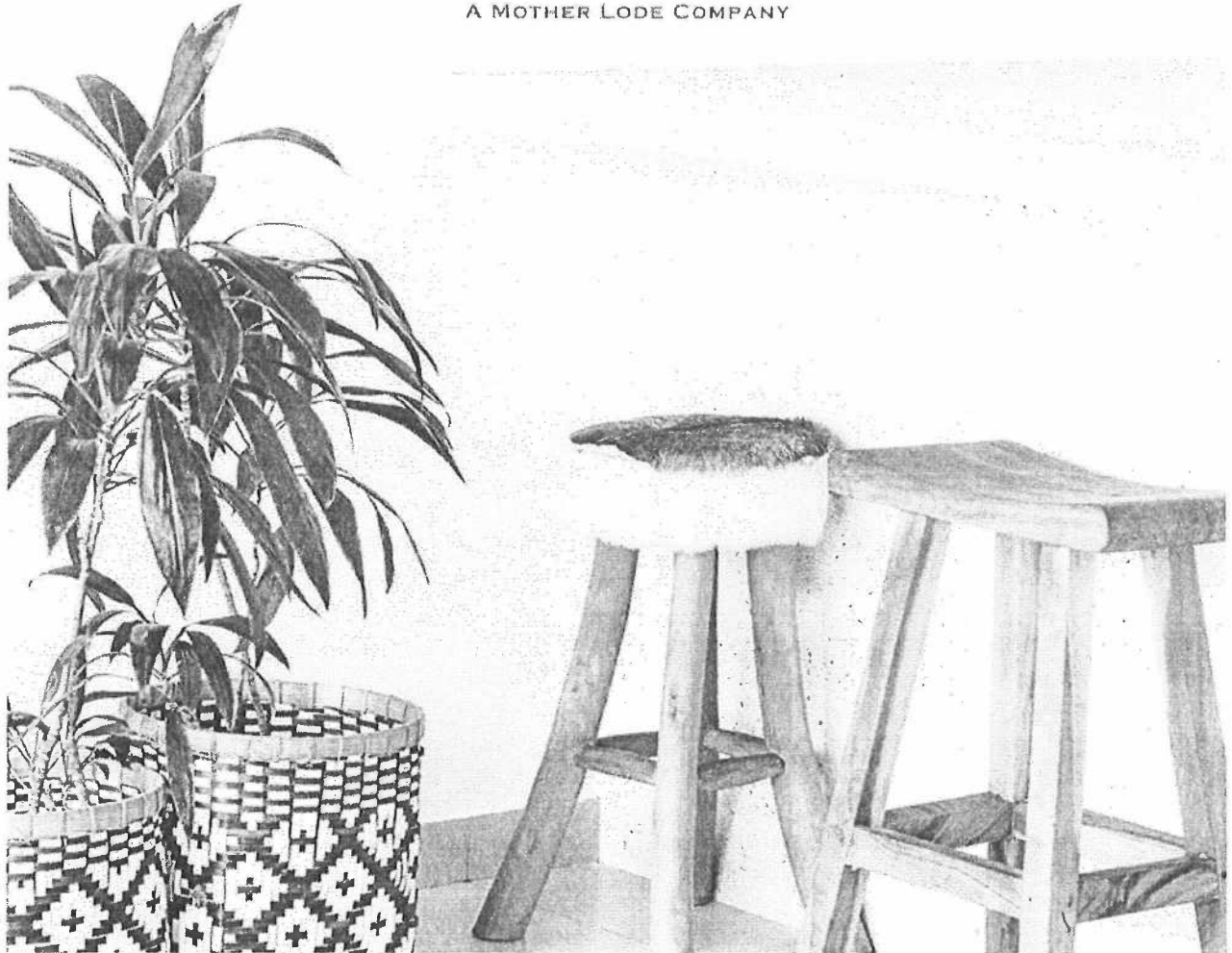


- Unrec. Sur. 1271
- R.M. Bk.04, Pg.61
- R.M. Bk.04, Pg.79
- R.M. Bk.04, Pg.86
- R.M. Bk.04, Pg.90
- R.M. Bk.05, Pg.24
- R.M. Bk.06, Pg.30
- R.M. Bk.06, Pg.49
- R.M. Bk.06, Pg.96
- R.M. Bk.07, Pg.28
- R.M. Bk.09, Pg.07
- R.M. Bk.09, Pg.41
- R.M. Bk.10, Pg.78
- R.M. Bk.11, Pg.05
- R.M. Bk.11, Pg.06
- R.M. Bk.12, Pg.38
- R.M. Bk.19, Pg.73
- R.M. Bk.26, Pg.44
- R.M. Bk.26, Pg.53
- P.M. Bk.30, Pg.23
- R.M. Bk.32, Pg.20
- R.M. Bk.36, Pg.08
- R.M. Bk.36, Pg.69
- 1- P.M. Bk.37, Pg.83
- R.M. Bk.38, Pg.90
- 2- R.M. Bk.39, Pg.27
- 3- P.M. Bk.39, Pg.39
- 4- R.M. Bk.39, Pg.69
- 5- R.M. Bk.39, Pg.73
- 6- R.M. Bk.42, Pg.30
- 7- R.M. Bk.44, Pg.26
- 8- R.M. Bk.44, Pg.35
- R.M. Bk.47, Pg.90
- 9- R.M. Bk.47, Pg.100
- R.M. Bk.49, Pg.46
- R.M. Bk.49, Pg.88
- 10- R.M. Bk.50, Pg.07
- 11- R.M. Bk.51, Pg.07
- 12- R.M. Bk.52, Pg.06
- 13- R.M. Bk.52, Pg.24
- 14- R.M. Bk.54, Pg.38
- R.M. Bk.57, Pg.22
- 15- R.M. Bk.60, Pg.24
- 16- R.M. Bk.57, Pg.78
- 17- R.M. Bk.59, Pg.21
- 18- R.M. Bk.64, Pg.46

Assessor's Map Bk. 44, Pg.01
County of Amador Calif.



PLACER TITLE COMPANY
A MOTHER LODGE COMPANY



Date: 06/26/2024
Property: 13101 JACKSON GATE RD,
JACKSON, CA 95642
APN: 044-010-092-000
County: AMADOR

Prepared By: Placer Title Company
caryk
11321 Prospect Dr
Jackson, CA, 95642
ckeener@placertitle.com

RECORDING REQUESTED BY

Placer Title Company
Escrow Number: P-608366
Branch: 90

AND WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

Travis Patrick Lyman and Karen Elizabeth Lyman
65 Hygrade Road
Sutter Creek, CA 95685



Amador Recorder
Kimberly L. Grady
DOC - 2023-0006322

Account: Placer Title Co
Thursday, October 26, 2023 14:39
Total Paid: \$1,079.00

counter2/1 - 5

A.P.N.: 044-010-091-000, 044-010-092-000, 044-010-093-000, 044-010-095-000, 044-010-096-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

SB2 EXEMPT

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$1,045.00 City Transfer Tax: \$0.00

(X) Unincorporated Area () City of _____

(X) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

Monument Fee \$10.00

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **The Fuller Family Partnership**

Hereby GRANT(S) to **Travis Patrick Lyman and Karen Elizabeth Lyman, husband and wife, as community property with right of survivorship**

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APN 044-010-093-000

Dated: October 21, 2023

Fuller Family Partnership

By: Teresa C. Lahaderne
Teresa C. Lahaderne, General Partner

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

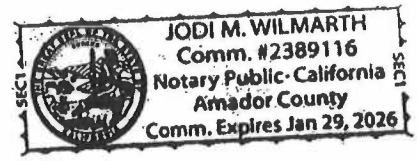
State of California)
County of Amador) ss.

On October 24, 2023 before me,
JODI M. WILMARTH
Notary Public personally appeared TERESA C. LAHADERNE

_____ 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 Jodi M. Wilmarth



Dated: October 21, 2023

Fuller Family Partnership

By: [Signature]
Brian Drake, General Partner

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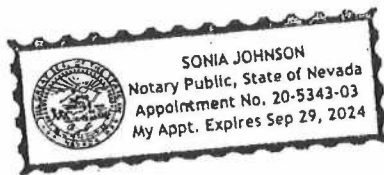
State of ~~California~~ ^{SS} Nevada)
County of ~~Amador~~ ^{SS} Douglas) ss.

On October 23, 2023 before me,
Sonia Johnson
Notary Public personally appeared Brian Drake

_____ 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~~ ^{Nevada} that the foregoing paragraph is true and correct. WITNESS my hand and official seal. _{SS}

SIGNATURE [Signature]



Dated: October 21, 2023

Fuller Family Partnership

By: *Robert L. Beaton*
Robert L. Beaton, General Partner

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State of California)
County of ~~Amador~~ Marin) ss.
(E.L.)

On October 23, 2023 before me,

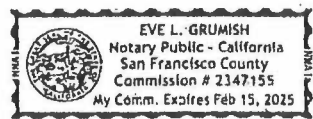
Eve L Grumish

Notary Public personally appeared Robert L Beaton

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SIGNATURE *Eve L Grumish*



OFFICIAL RECEIPT

COUNTY OF AMADOR
Jackson, California

Date July 5 2024

RECEIVED FROM Travis Lyman & Karen Lyman

ADDRESS 65 Hygrade Rd. Sutter Creek CA 95685

Three Thousand and Six Hundred Five ^{xx}/₁₀₀ DOLLARS (\$ 3605.00)

For New Williamson Act application with ZC to AG (ZC-24; 7-1 Lyman)

APN's 044-010-091, 092, 093, 096 (\$2,376 WA, \$1,179 ZC, \$50 Recording Admin fee)

ACCOUNT			How Paid ✓	
Amount Due	<u>3605</u>	<u>00</u>	Cash	
Amount Paid	<u>3605</u>	<u>00</u>	Check	<u>626</u>
			Money Order	
			Credit Card	

Planning Department
By Rustan Blatan Deputy

98468

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COUNTY OF AMADOR
Jackson, California

Date July 5 2024

RECEIVED FROM Travis Lyman & Karen Lyman

ADDRESS 65 Hygrade Rd. Sutter Creek CA 95685

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			Money Order	
			Credit Card	

Planning Department
By Ruslan Blatan Deputy

98468

**MINUTES
AMADOR COUNTY AGRICULTURAL ADVISORY COMMITTEE
MEETING OF WEDNESDAY, AUGUST 14, 2024**

The meeting of the Amador County Agricultural Advisory Committee was called to order at 5:30 p.m. in the Board Chambers at the County Administration Center, 810 Court Street, Jackson, California, by Chair John Allen.

The following members were present:

David Bassett, District 1
Dan Port, District 2 (Vice-Chair) via teleconference
John Allen, Jr., District 4 (Chair)
Amy Waters-White, District 5
Eric Mayberry, Agricultural Commissioner
Dave Wardall, Planning Commissioner
Jeffery Himmelmann, Assessor's Office
Scott Oneto, Farm Advisor

The following members were absent:

Gary Gladen, District 3

Staff in attendance:

Mary Ann Manges, Recording Secretary
Ruslan Bratan, Planner II

Others present:

A. Call to Order:

B. Approval of Agenda: The agenda of the August 14, 2024 meeting was approved following a motion by Amy Waters-White, seconded by Eric Mayberry.

Ayes: Bassett, Port, Allen, Wardall, Himmelmann, Waters-White, Mayberry

Absent: Gladen

C. Approval of Minutes: The minutes of the July 12, 2023 meeting were approved following a motion by Eric Mayberry, seconded by Dave Bassett.

Ayes: Bassett, Port, Allen, Waters-White, Mayberry, Wardall, Himmelmann

Absent: Gladen

D. Correspondence: None.

E: Public matters and persons wishing to address the Committee regarding non-agenda items:
None.

F: Agenda Item:

Item 1: Discussion and possible action regarding a recommendation to the Board of Supervisors concerning a request to establish an agricultural preserve in accordance with the California Land Conservation Act for four legal parcels totaling ±174.25 acres. The parcels are currently zoned R1-A, Single Family Residential & Agricultural. APNs: 044-010-091, 092, 093, 096.

Applicants: Lyman, Travis Patrick & Karen Elizabeth

Supervisorial Districts: 1 & 4

Location: 13101 Jackson Gate Road, Jackson, CA 95642

Chair Allen introduced the item and asked if the applicant is considering merging the parcels into one parcel or leaving it four parcels.

Mr. Lyman asked if it is necessary to combine them.

Chair Allen explained various options and qualifications to Mr. Lyman and informed that if leave he leaves it four parcels that they will have to qualify separately and that none of them will qualify.

Ms. Waters asked if Mr. Lyman is comfortable merging them into two parcels and that she does not want him to throw that option away.

Mr. Lyman said he would prefer to do two or three instead of one.

Mr. Mayberry said that it depends on which ones he combines and he needs to commit to which ones to see how they qualify.

Mr. Lyman asked if cattle grazing meets the unique characteristic requirement.

Chair Allens shared that it is not intensive agriculture.

Ms. Waters-White asked why it would not qualify with cattle.

Mr. Mayberry responded that cattle are not unique.

Mr. Lyman added that grapes are not unique.

Chair Allen shared that there is no way the individual parcels qualify with as cattle grazing. He shared that he will need to have intensive farming such as grapes or a flower farm which usually means truck farming that can bring income and jobs into the County and offset the reduction in taxes.

Mr. Lyman asked about horse boarding.

Mr. Mayberry responded that horses are considered pets by California law and are disallowed as qualifying agriculture in this program.

Mr. Lyman said that he will merge them into one parcel where he has only one requirement to meet.

Mr. Mayberry said that it makes it very simple.

Chair Allen added that he is guaranteed to meet the qualifications with one parcel.

Upon a motion by Eric Mayberry, seconded by Dave Bassett, and carried, the Committee recommended to approve to establish a +/-174.25 acre preserve in conjunction with merging the four parcels as presented.

Ayes: Allen, Waters-White, Bautista, Port, Himmelmann, Mayberry, Bassett

Absent: Gladen

There being no further business, Chair Allen adjourned the meeting at 5:41 p.m.

John Allen, Jr., Chair

Chuck Beatty, Planning Director

AYES: Wardall, Bennett, Curtis, Munnerlyn

NOES: None

ABSENT: Gonsalves

E. Correspondence: None.

F. Public Matters not on the Agenda: None.

G. Recent Board Actions: Ms. Sheppard shared that the Board of Supervisors approved the zone change for 183 parcels in District 2 from X to R1A.

H. Agenda Items:

Public Hearings

Item 1 - Request for Zone Change (ZC-24;7-1 Lyman) from the R1A, Single-family Residential and Agricultural zoning district to the AG, Exclusive Agriculture zoning district for approximately +-174.25 acres with the inclusion of that same property in a California Land Conservation Act (Williamson Act) contract. APNs: 044-010-091, -092, -093, -096.

Applicant: Travis and Karen Lyman (Property Owners)

Supervisory District: 1

Location: North of Jackson Gate Rd., between Jackson City limits and Depot Rd. in Martell, CA

Vice Chair Munnerlyn introduced the item.

Ms. Sheppard shared the staff report which is hereby incorporated by reference into these minutes as though set forth in full. She asked to note that there will be limitations on proposed AG uses in the contract for CEQA purposes and that the applicant is amenable to them.

Commissioner Bennett pointed out that some names on the bottom of page 2 in the Draft Agricultural Advisory Committee minutes included in the packet seem incorrect.

Ms. Ruesell said that they are draft minutes and that the Agricultural Advisory Committee has not yet met to approve them.

Vice-Chair Munnerlyn opened the public hearing and asked if the applicant is present.

Travis Lyman, applicant, asked if there are any questions for him. There were none.

Commissioner Bennett said that he has no objection with the land going into the Williamson Act. He added that he assumes since it is near developed areas that at some point in the future that the Williamson Act protection can easily be withdrawn.

Mr. Beatty explained that a Williamson Act contract is a 20 year commitment. He explained that once a Williamson Act contract is approved, the applicant and the County have to wait 10 years

before either can request for it to be nonrenewed and then it takes another 10 years for that contract to expire.

Commissioner Bennett said he assumes that if it goes into the Williamson Act that property taxes are reduced.

Ms. Ruesell responded that she is unsure of the amount, but often the reason for entering into the contract is because of the tax break granted.

Commissioner Curtis said that it seems like a good use next to the airport.

Commissioner Wardall added that he agrees and noted that there are no homes for noise complaints and wide-open spaces with no obstructions for aircraft landing.

MOTION: It was moved by Vice-Chair Munnerlyn, seconded by Commissioner Wardall, and carried to close the public hearing.

AYES: Bennett, Curtis, Munnerlyn, Wardall

NOES: None

ABSENT: Gonsalves

Commissioner Wardall shared that this is pretty straightforward and preserving ranch land in the County and that he supports it.

Vice-Chair Munnerlyn added that she also supports it.

Commissioner Bennett said he concurs.

MOTION: It was moved by Commissioner Wardall, seconded by Commissioner Curtis, and carried to recommend approval to the Board of Supervisors that the Categorical Exemption is the adequate environmental document.

AYES: Bennett, Munnerlyn, Wardall, Curtis

NOES: None

ABSENT: Gonsalves

MOTION: It was moved by Commissioner Curtis, seconded by Commissioner Wardall, and carried to recommend to the Board of Supervisors to approve ZC-24;7-1.

AYES: Bennett, Munnerlyn, Curtis, Wardall

NOES: None

ABSENT: Gonsalves

Board of Supervisors Agenda Item Report

Submitting Department: Planning

Meeting Date: October 22, 2024

SUBJECT

Planning Department – Consideration of the Planning Commission’s recommendation to approve Zone Change (ZC-24;6-3). The zone changes affect 99 parcels in Supervisorial District 5 which are currently zoned X, Special Use District, which is inconsistent with the land use designations adopted with the 2016 General Plan Land Use Element update. The Commission's recommendation is to rezone the affected parcels to the R1A, Single-family Residential and Agricultural district.

Recommendation:

Following the public hearing, the first action of the Board should be a decision on the adequacy of the CEQA categorical exemption. Next, the Board may make a decision to approve or deny the requested Zone Change. Should the Board move approve an Ordinance to change the zoning of the affected parcels, the findings included in the staff report are recommended for inclusion with the motion to approve.

4/5 vote required:

No

Distribution Instructions:

Planning, Assessor, File

ATTACHMENTS

- [SR_BOS.ZC-24;6-3.docx](#)
- [ORDINANCE with Maps - ZC-24;6-3 X to R1A.docx](#)
- [PC Meeting Minutes excerpt.pdf](#)
- [PC Item Packet.pdf](#)

**STAFF REPORT TO: THE AMADOR COUNTY BOARD OF SUPERVISORS
FOR MEETING OF: October 22, 2024**

Planning Department – Consideration of the Planning Commission’s recommendation to approve Zone Change (ZC-24;6-3). The zone changes affect 99 parcels in Supervisorial District 5 which are currently zoned X, Special Use District, which is inconsistent with the land use designations adopted with the 2016 General Plan Land Use Element update. The Commission's recommendation is to rezone the affected parcels to the R1A, Single-family Residential and Agricultural district.

Applicant: County of Amador
Supervisorial District: 5

- A. General Plan Designations:** AT, Agricultural-Transition; AG, Agricultural-General; and RR, Rural-Residential (Note: these will not be affected by the zone change.)
- B. Present Zoning:** X, Special Use
- C. Proposed Zoning:** R1A, Single-family Residential and Agricultural
- D. Acreage Involved:** ±5,690.19
- E. Description:** The County of Amador is initiating zone changes for properties which have a zoning district classification that is inconsistent with the land use designation adopted with the 2016 General Plan Land Use Element update. The parcels affected by this request are currently zoned X, Special Use.

During the County’s preparation of the 2016 General Plan Update, it was determined that the X, Special Use district’s history from the 1960s as a “place-holder” for future zoning classification had served its purpose, and was overly restrictive in that it does not allow as mix of permitted compatible uses as is typical of most zoning districts. The zone change does not affect the allowed parcel size or residential development density as designated by the General Plan.

- F.** This change aligns with the County's General Plan and aims to ensure consistency and compliance with state and local regulations. The changes include 99 parcels to be rezoned from the X, Special Use zoning district to the R1A, Single-family Residential and Agricultural zoning district. The permitted and conditional uses for both districts are attached to the staff report.
- G. Environmental Review:** In accordance with the California Environmental Quality Act (CEQA), the lead agency, Amador County, intends to consider a Notice of Exemption pursuant to Section 15183(a) of State CEQA Guidelines for projects that are consistent with the development density of existing zoning, community plan, or general plan policies for which an Environmental Impact Report (EIR) was certified and to Section 15061(b)(3), the common-sense exemption.

This project is categorically exempt from CEQA per 15183(a):

“CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. This streamlines the review of such projects and reduces the need to prepare repetitive environmental studies.”

Additionally, the zone change is consistent with Government Code Section 65860, which requires that zoning ordinances shall be consistent with the General Plan. Government Code Section 65860(c) states:

“--in the event that a zoning ordinance becomes inconsistent with a general plan by reason of amendment to the plan, or to any element of the plan, the zoning ordinance shall be

amended within a reasonable time so that it is consistent with the general plan as amended.”

Lastly, this project is not subject to CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines in that the project is covered by the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment.

G. Planning Commission Action: The Planning Commission, following a public hearing on October 8, 2024, recommended approval of the CEQA exemptions and Zone Change to the Board of Supervisors. Per Government Code 65855, the Planning Commission’s recommendation to the Board includes the following reason(s) for the recommendation and the relationship of the proposed ordinance to the General Plan in that the proposed ordinance supports the following:

- Goal LU-10: Guide future residential and local commercial uses into established cities, unincorporated Regional Service and Town Centers, and existing community areas (e.g. Pioneer, Volcano, Camanche, Fiddletown, Red Corral).
- Policy LU-1.1: Protect existing land uses and public facilities from encroachment by incompatible land uses.
- Policy E-1.1: Encourage an efficient and consistent regulatory environment, including a predictable development process.
- Policy E-8.1: Ensure future land uses are appropriately located and scaled to fit in with the county’s rural and agricultural context.

H. Board Action: Following a public hearing, the first action of the Board should be a decision on the adequacy of the CEQA categorical exemption.

Next, the Board may make a decision to approve or deny the requested Zone Change. Should the Board approve an Ordinance to change the zoning of the affected parcels, the findings below are recommended for inclusion with the motion to approve.

I. Recommended Findings:

1. A review of the proposal was conducted by staff who, through their own research, found that the zone change will not have a significant effect on the environment.
2. There are no project-specific significant effects which are peculiar to the project or its sites.
3. There is no substantial new information which was not known at the time of the General Plan Environmental Impact Report certification that supports findings of new or more severe impacts than those addressed in the General Plan.
4. There are no identified significant impacts caused by this project, and therefore no corresponding feasible mitigation measures identified in the General Plan Environmental Impact Report.
5. The proposal is consistent with the General Plan. The proposed Zone Change is consistent with the goals, objectives, and policies of the Land Use Element of General Plan and the Agricultural General and Agricultural Transition land use designations.
6. Based on the record as a whole, the actions of the Board of Supervisors represent the Board’s own independent judgement and analysis.

EXHIBIT 1:

Affected Parcels Zoned X, proposed to be changed to R1A, Single-family Residential and Agricultural:

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001060035000	001180024000	008140042000	011230027000	015040039000
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001180020000	008140040000	011040028000	015040036000	

EXHIBIT 2:

Permitted And Conditional Uses for the Existing Zone X And the Proposed Zone R1A:

19.24.030	X district regulations.
A. Uses permitted include all uses not otherwise prohibited by law, subject to securing a use permit as specified in this title; provided, however, that agricultural uses as defined in this title, shall not be subject to a use permit.	
19.08.020	Agriculture Definition
"Agriculture" means the art or science of cultivating the ground, including harvesting of crops and rearing and management of livestock, tillage, husbandry, farming, horticulture and forestry, the science and art of the production of plants and animals useful to man.	
19.24.045	R1A District--Single-family Residential-Agricultural district.
C. Uses Permitted.	
<ol style="list-style-type: none"> 1. Single-family dwelling; 2. Home occupations as defined by Section 19.08.335; 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, 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 of this code, General Provisions and Exceptions; 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. Farm and forestry labor camps;
 2. Recreation uses;
 3. 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)(a) through (f) of the "A" agricultural zone district;
 4. Veterinary clinics, animal hospitals, kennels, commercial stabling of horses for public recreation purposes;
 5. Auction and sales yards;
 6. Turkey farms, provided there is a cover crop or other dust control;
 7. Any garbage, sewage, refuse, or offal feeding;
 8. Commercial slaughterhouses and stockyards for livestock, small animals, poultry, and fowl;
 9. Rendering plants, fertilizer plants and yards;
 10. Oil and gas wells, drilling, mining, and excavation of natural minerals;
 11. 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.

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING SECTIONAL ZONING DISTRICT MAPS B-20, E-12, F-83, J-134, I-117, M-31 AND N-207 PURSUANT TO SECTION 19.20.020 OF THE AMADOR COUNTY CODE BY REZONING CERTAIN REAL PROPERTY FROM THE X, SPECIAL USE DISTRICT TO THE R1A, SINGLE-FAMILY RESIDENTIAL AND AGRICULTURAL ZONING DISTRICT.

The Board of Supervisors of the County of Amador, State of California, do ordain:

SECTION I. Recitals of Fact.

WHEREAS, Chapter 19.68 (Amendments) of the Amador County Code provides for a procedure to amend Title 19 (Zoning) or to rezone property in Amador County; and

WHEREAS, rezoning requires an ordinance amending Sectional Zoning District Maps established in accordance with Section 19.20.020 of Title 19 (Zoning); and

WHEREAS, all notices and public hearings mandated by the State Planning Law and Title 19 (Zoning) of the Amador County Code have been adhered to by the Amador County Planning Commission and Board of Supervisors; and

WHEREAS, the Board of Supervisors adopts this ordinance with the findings contained in the pertinent Board minutes and because the public necessity, convenience, and general welfare require such an amendment.

SECTION II. Section 19.20.020 of the Amador County Code is amended by amending Sectional Zoning District Maps B-20, E-12, F-83, J-134, I-117, M-31 AND N-207 (Zone Change No. 24;6-3) to change the zoning from the X, Special Use District to the R1A, Single-family Residential and Agricultural Zoning District, for an approximate ±5,690.19 acres with locations specifically described in Exhibit A and Exhibit B, which is attached hereto.

SECTION III. This ordinance or a summary thereof shall be published in the manner prescribed in Government Code Section 25124.

The foregoing ordinance was duly passed and adopted at a regular session of the Board of Supervisors of the County of Amador, held on the 22nd day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

Brian Oneto
Chairperson, Board of Supervisors

ATTEST:

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

By _____ (ORDINANCE NO. XXXX) (XX/XX/XX)

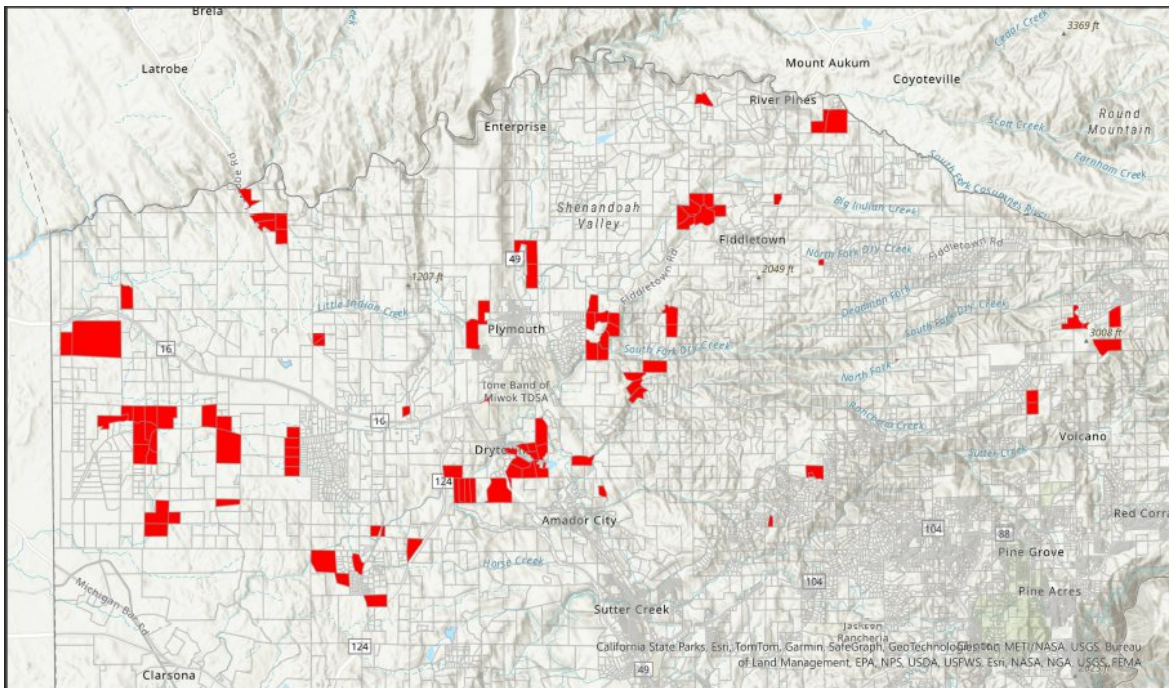
**“EXHIBIT A”
LEGAL DESCRIPTION**

All that real property situated in the State of California, County of Amador, Unincorporated Area for the following parcels are documented in the respective recorded documents as listed below:

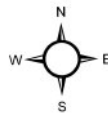
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**“EXHIBIT B”
MAPS**



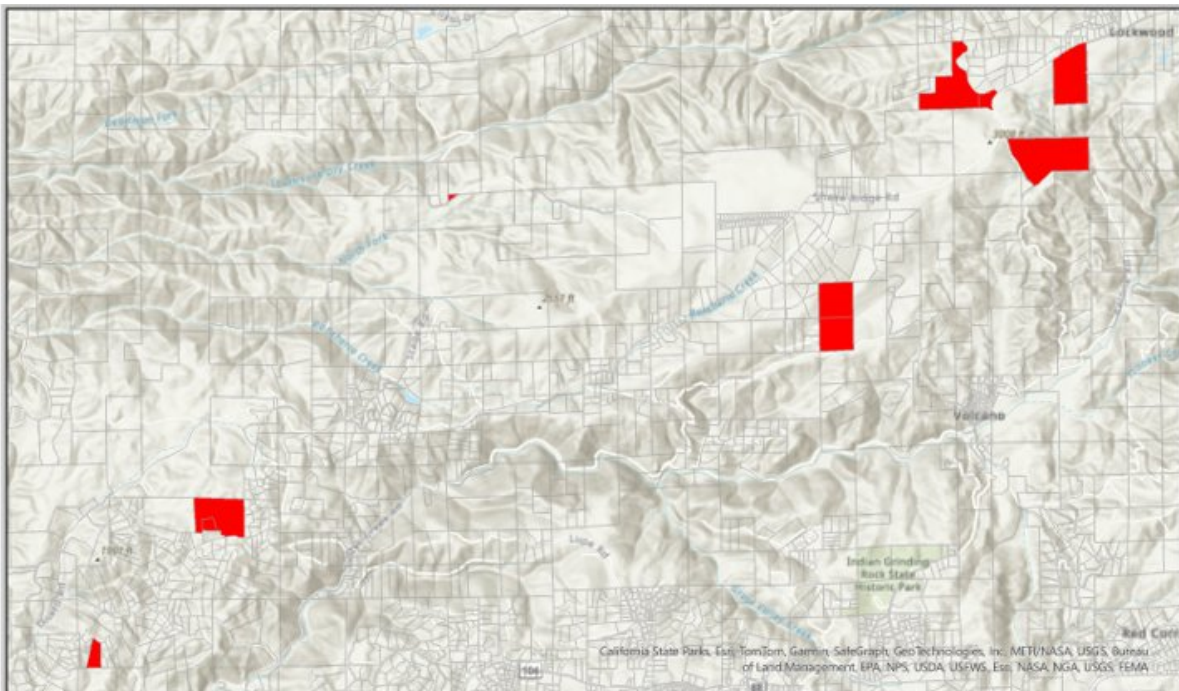
Zone Change (ZC-24;6-3)
X to R1A, Single-family
District 1



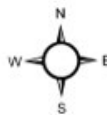
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Legend

- Amador Boundary
- Assessor Parcels
- District 5 Project Parcels



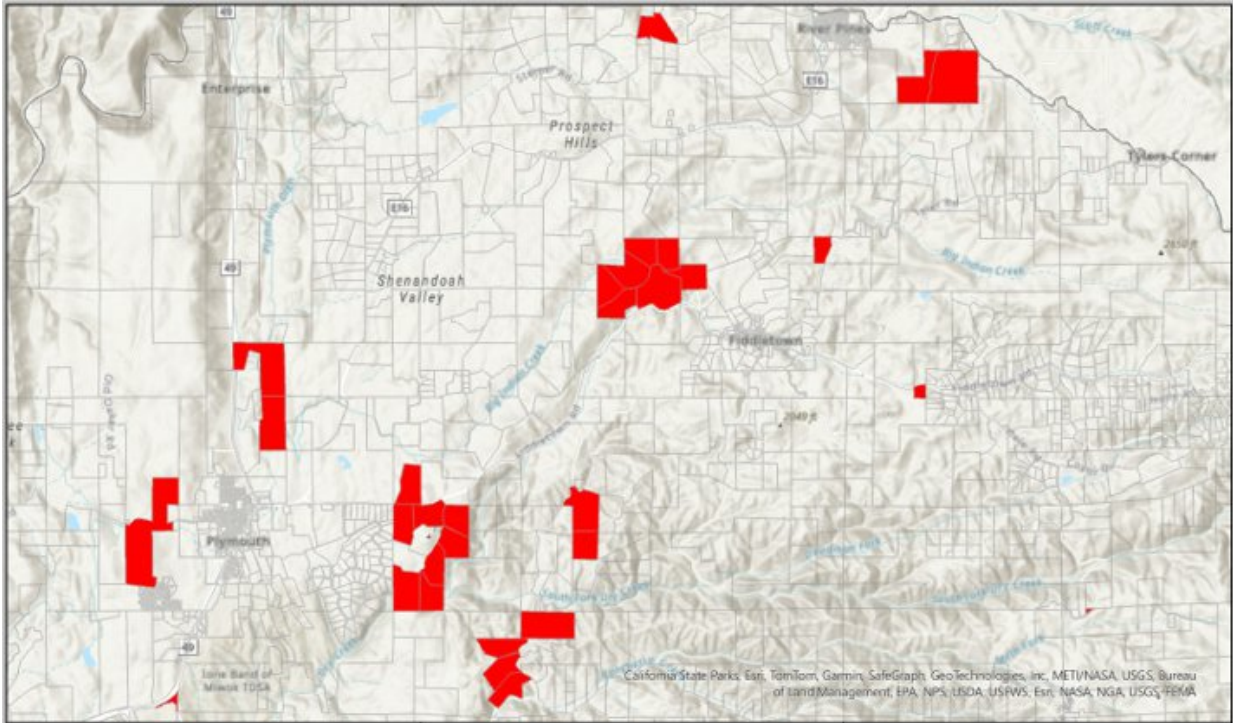
Zone Change (ZC-24;6-3)
X to R1A, Single-family
Residential & Agricultural
Volcano Region



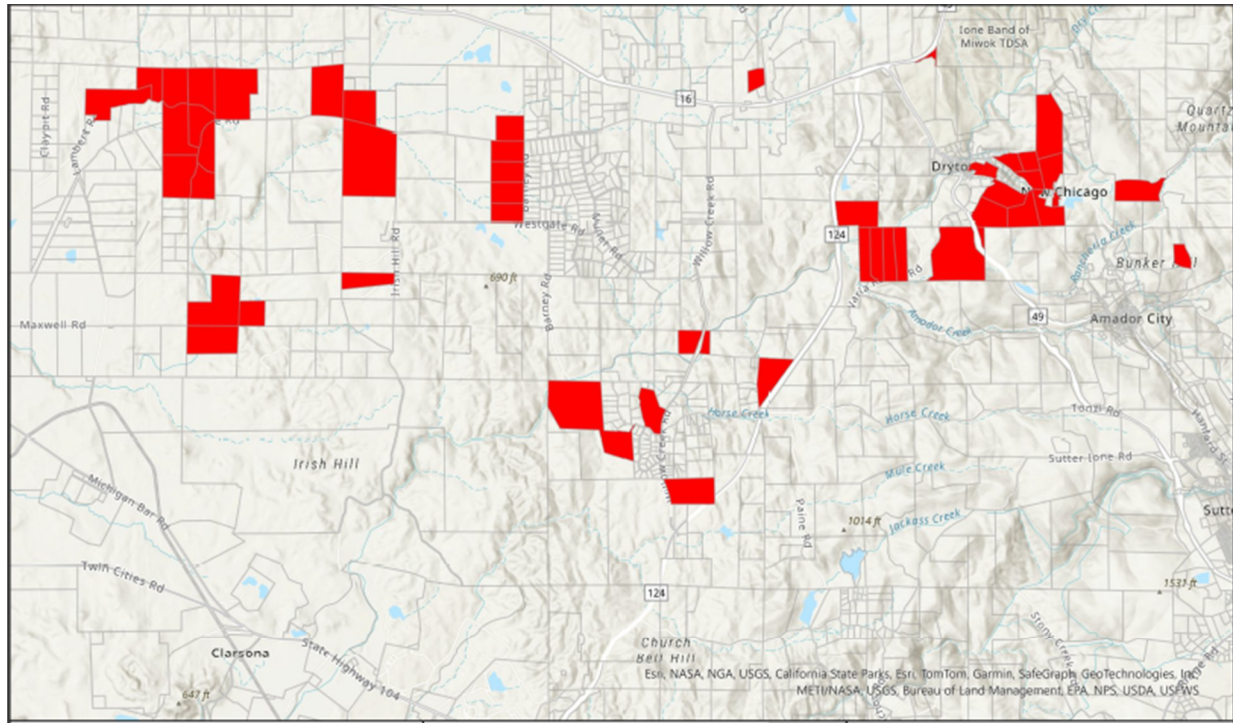
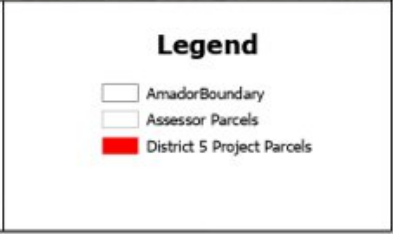
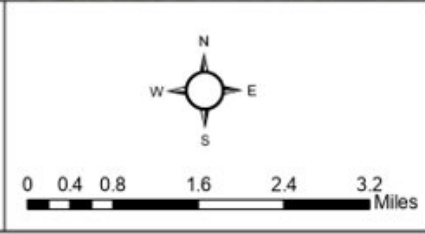
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Legend

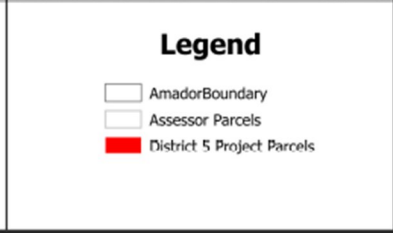
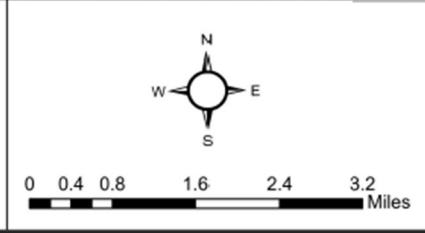
- Amador Boundary
- Assessor Parcels
- District 5 Project Parcels

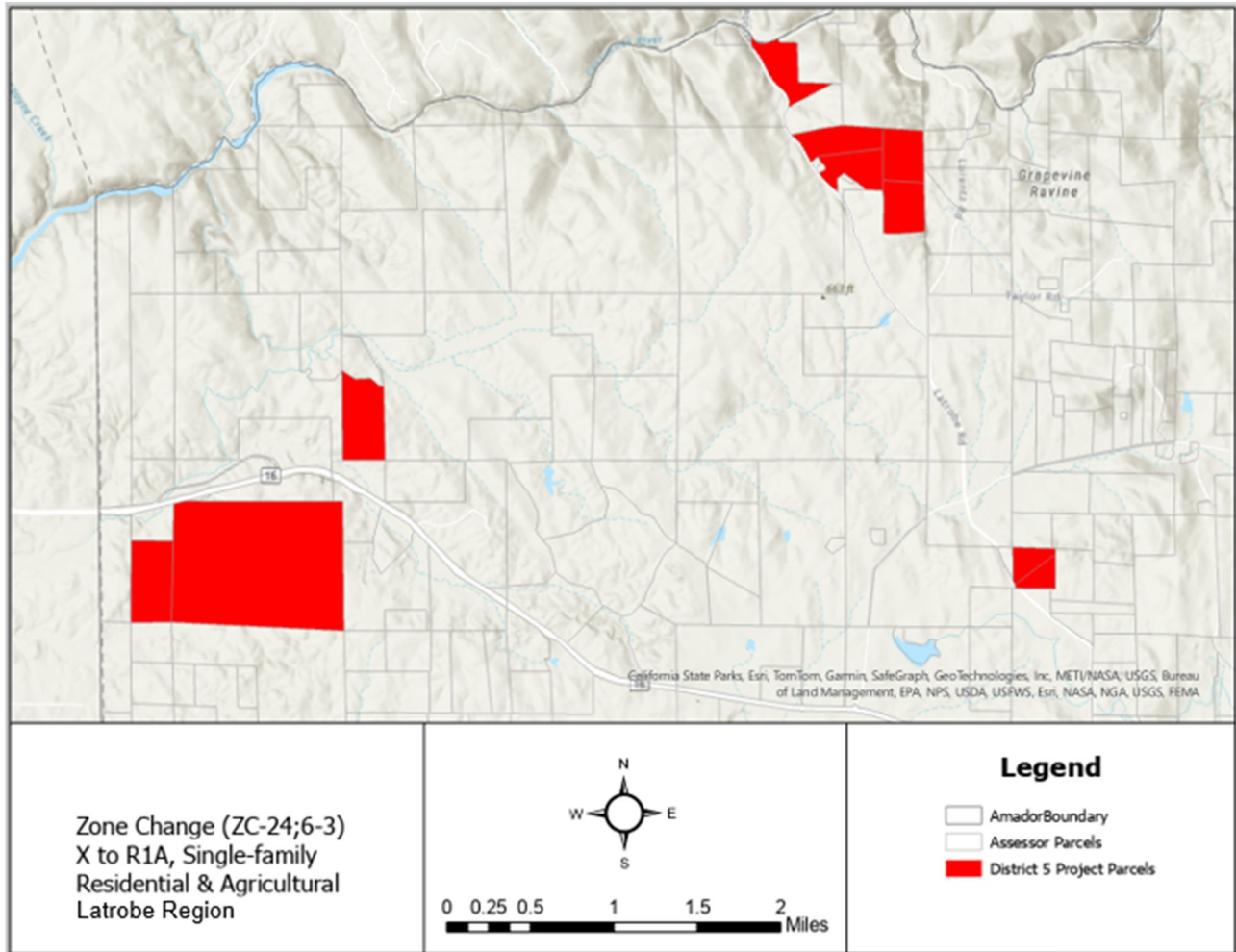


**Zone Change (ZC-24;6-3)
X to R1A, Single-family
Residential & Agricultural
Fiddletown Region**



**Zone Change (ZC-24;6-3)
X to R1A, Single-family
Residential & Agricultural
Drytown Region**





Public Hearing

Item 1 - Discussion and possible recommendations to the Board of Supervisors regarding a Zone Change (ZC-24;6-3) from the X Special Use district, to the R1A, Single-family Residential and Agricultural zoning district and proposed CEQA categorical exemption for properties that are incompatible with the General Plan designation.

Applicant: County of Amador

Supervisory District: 5

Location: Affected property owners with land zoned X with an incompatible General Plan land use designation within Supervisorial District 5

Chair Gonsalves introduced the item.

Ms. Sheppard shared the staff report which is hereby incorporated by reference into these minutes as though set forth in full.

Chair Gonsalves opened the public hearing.

Randy Jordan, resident off of Barney Rd., asked to confirm that 40 acres parcels are being reduced to 10,000 square ft. lots.

Commissioner Wardall entered the meeting.

Mr. Beatty responded that the General Plan's density is not being changed for parcels in this rezone.

Mr. Jordan asked if a 40-acre parcel next to you can be developed into 10,000 square ft. lots.

Mr. Beatty replied only if the existing General Plan says it can be 10,000 sq. ft. lots and that this zone change does not affect parcel size or the ability to subdivide property smaller than it currently can today.

Mr. Jordan asked how small the lots can be.

Mr. Beatty responded probably 5 or 40 acres and depends on what the General Plan is. He added that most of the Camanche area is 5 or 40 acres.

Mr. Jordan stated that he remembers reading something about 10,000 square ft. lots and shared his concern that only people within 300 ft were notified. He said that they currently struggle with water and asked where the water is going to come from and where the sewage is going to go.

Commissioner Curtis stressed that the lot sizes are not changing and people are going to have to go to a lot of trouble to change the lot size. He said that if they are 40 acres now, they are going to stay 40 acres.

Mr. Jordan asked what the point of changing the zoning is.

Commissioner Curtis responded so that it is in compliance with the General Plan.

Mr. Beatty added that the X zone only allows agriculture so it is not really a zoning district. He said that it was put in place 40 or 50 years ago as a holding plan and it now needs to be corrected. He explained that through the years the County has allowed people to build houses on the X zoning, but it is not in the code. He explained they are correcting that error with the R1A designation.

Mr. Jordan shared that his wife had brought the letter to his attention and that he will dig more into it.

Mr. Beatty said that another notice will be received soon because the Planning Commission's recommendation is going to the Board of Supervisors on October 22nd.

Steve Durant said that he owns one of the 40 acre parcels on Barney and asked for clarification of what the General Plan states.

Mr. Beatty responded that it designates what the minimum parcel size is and establishes which zoning districts are allowed in each of the General Plan classifications. He added that there are usually about 3-5 zoning districts that are allowed to have similar residential, commercial, and other uses. He explained that X was not intended to stay in place indefinitely. He stressed that no land use rights are being taken away because everything allowed in the X zone is allowed in the R1A zone.

Mr. Durant asked if the number and size of allowed houses is different.

Mr. Beatty responded no.

Mr. Durant then asked if his neighbor can subdivide into 5 acre or less parcels.

Mr. Beatty replied not under the zone change and they would need to petition the Board to change the General Plan in order to have parcels that small.

Mr. Durant said but it is possible.

Mr. Beatty stated that it is possible today, but the rezone does not affect the ability to make that request.

Mr. Durant asked what allows the County to circumvent CEQA and an Environmental Impact Study.

Mr. Beatty responded that this has been deemed to be a less than significant impact because the zoning districts and allowed uses are very similar.

Mr. Durant asked what the worst impact is to him.

Mr. Beatty replied that there is almost no impact because the County has allowed houses in the X zone and has set a precedent. He added that the downside is that if there is a house in the X zone and it is destroyed, a strict interpretation of the code may not allow reconstruction.

Mr. Durant said he was told that X allows for 2 houses when he bought the property in January and asked for confirmation of this because he read on the website that X allows for 2 houses.

Mr. Beatty responded that the Accessory Dwelling Unit (ADU) section where it says that a second house is allowed anywhere there is a primary house and that some of that language could be ahead of itself.

Mr. Durant said that it is in there. He asked what the benefit for the County is for changing the zoning.

Mr. Beatty replied its compliance with the General Plan which is a requirement of state planning law.

Amy Waters-White asked if the zone change from X to R1A will change property taxes.

Mr. Beatty replied that the Assessor's office has told Planning that this zone change will not trigger reassessment and that there will not be an impact to property taxes.

Chair Gonsalves asked if there is further comment. There was none.

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

AYES: Wardall, Gonsalves, Curtis, Wardall, Bennett

NOES: None

ABSENT: Munnerlyn

Commissioner Wardall explained that he was late to the meeting due to hitting a deer on the way to the meeting and is okay.

Chair Gonsalves asked for discussion.

Commissioner Bennett said that people's land use and what they can do with their property is not going to change, that this is simply cleaning up the General Plan, and that he has no objections.

Commissioner Wardall informed that when he did a parcel split years ago and had to rezone from X to R1A that his land use attorney said there was no problem with it.

Mr. Durant stated that after reading the literature they just did not understand and are just concerned that people are going to build a bunch of houses.

Commissioner Wardall shared that there a lot of steps to the process to subdivide or get a use permit and that the Commission is very sensitive to neighbors. He added that he is proud of the Planning Commission looking out for private property rights.

Mr. Durant said that he loves living in Amador County and has never dealt with such nice and easy to work with people when building his house. He shared that he does not want to see things change near him and asked when this is going to go through.

Mr. Beatty responded that this is the last group of zone changes and will go to the Board of Supervisors in the next two weeks.

Mr. Jordan shared that he agrees with Mr. Durant and asked how long this has been in the works.

Mr. Beatty responded that it probably has been in the works since the 60's and really started after the adoption of the updated General Plan in 2016.

Mr. Jordan shared that they were notified within 2 to 3 weeks, before it is over.

Chair Gonsalves shared that there is a public hearing process where the notices go out so there is adequate time to review what is proposed and to comment.

Chair Gonsalves said that the public hearing is closed.

MOTION: It was moved by Commissioner Curtis, seconded by Commissioner Wardall, and carried to recommend to the Board of Supervisors approval of the project along with the recommended findings and that the Categorical Exemption is the adequate environmental document.

AYES: Bennett, Gonsalves, Curtis, Wardall

NOES: None

ABSENT: Munnerlyn

Ms. Sheppard stated that the Planning Commission has recommended approval of ZC-24;6-3 in District 5 to the Board of Supervisors and that a hearing is scheduled for October 22, 2024.

**STAFF REPORT TO: AMADOR COUNTY PLANNING COMMISSION
FOR MEETING OF: October 8, 2024**

ITEM 1 Request for Zone Change (ZC-24;6-3). The zone change affects parcels that have a zoning district classification which is inconsistent with the land use designation adopted with the 2016 General Plan Land Use Element update.

Applicant: County of Amador

Supervisorial District: 5

Location: Affected properties zoned X with an incompatible General Plan land Use Designation within Supervisorial District 5.

- A. General Plan Designations:** AT, Agricultural-Transition, AG, Agricultural-General, and RR, Rural Residential
- B. Present Zoning:** X, Special Use
- C. Proposed Zonings:** R1A, Single-family Residential and Agricultural
- D. Total Acreage Involved:** ±5,690.19
- E. Description:** The County of Amador is initiating zone changes for properties which have a zoning district classification that is inconsistent with the land use designation adopted with the 2016 General Plan Land Use Element update. The parcels affected by this request are currently zoned X, Special Use. This change aligns with the County's General Plan and aims to ensure consistency and compliance with state and local regulations. The changes include 99 parcels to be rezoned from the X, Special Use zoning district to the R1A, Single-family Residential and Agricultural zoning district with the AT-Agricultural Transition, AG-Agricultural General, and RR-Rural Residential General Plan Designations.

During the County's preparation of the 2016 General Plan Update, it was determined that the X, Special Use district's history as a "place-holder" for future zoning classification had served its purpose, and was overly restrict in that it does not allow as a mix of permitted compatible use as is typical of most zoning districts.

- F. Environmental Review:** In accordance with the California Environmental Quality Act (CEQA), the lead agency, Amador County, intends to consider a Notice of Exemption pursuant to Section 15183(a) of State CEQA Guidelines for projects that are consistent with the development density of existing zoning, community plan, or general plan policies for which an Environmental Impact Report (EIR) was certified and to Section 15061(b)(3), the common-sense exemption.

This project is categorically exempt from CEQA per 15183(a):

"CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. This streamlines the review of such projects and reduces the need to prepare repetitive environmental studies."

Additionally, the zone change is consistent with Government Code Section 65860, which requires that zoning ordinances shall be consistent with the General Plan. Government Code Section 65860(c) states:

"--in the event that a zoning ordinance becomes inconsistent with a general plan by reason of amendment to the plan, or to any element of the plan, the zoning ordinance shall be amended within a reasonable time so that it is consistent with the general plan as amended."

Lastly, this project is not subject to CEQA pursuant to Section 15061(b)3 of the CEQA Guidelines in that the project is covered by the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment.

G. Planning Commission Action: As the approval of the proposed project and accompanying CEQA exemption is deferred to the Board of Supervisors, the Planning Commission's actions are to open the Public Hearing and make a recommendation to the Board of Supervisors regarding the proposed CEQA exemptions and to approve or deny the Zone Change. Per Government Code 65855, the Planning Commission shall render its decision in the form of a written recommendation to the legislative body. Such recommendation shall include the reasons for the recommendation and the relationship of the proposed ordinance to the General Plan.

The proposed ordinance supports the following:

- **Goal LU-10:** Guide future residential and local commercial uses into established cities, unincorporated Regional Service and Town Centers, and existing community areas (e.g. Pioneer, Volcano, Camanche, Fiddletown, Red Corral).
- **Policy LU-1.1:** Protect existing land uses and public facilities from encroachment by incompatible land uses.
- **Policy E-1.1:** Encourage an efficient and consistent regulatory environment, including a predictable development process.
- **Policy E-8.1:** Ensure future land uses are appropriately located and scaled to fit in with the county's rural and agricultural context.

H. Recommendation to the Board: If the Planning Commission recommends approval of the Zone Changes, the following statement is recommended for the record: "The Planning Commission recommends approval of the proposed zone change, the reason(s) being that the proposed zone change is consistent with the County's General Plan Economic Development Element (policy E-1.1 and policy E-8.1) and Land Use Element (Goal LU-10 and Policy LU-1.1)".

I. Recommended Findings:

1. A review of the proposal was conducted by staff who, through their own research, found that the zone changes will not have a significant effect on the environment.
2. There are no project-specific significant effects which are peculiar to the project or its sites.
3. There is no substantial new information which was not known at the time of the General Plan Environmental Impact Report certification that supports findings of new or more severe impacts than those addressed in the General Plan.
4. There are no identified significant impacts caused by this project, and therefore no corresponding feasible mitigation measures identified in the General Plan Environmental Impact Report.
5. The proposal is consistent with the General Plan. The proposed Zone Change is consistent with the goals, objectives, and policies of the Land Use Element of General Plan and the Agricultural General, Agricultural Transition, and Rural Residential land use designations.
6. Based on the record as a whole, the recommendations to the Board of Supervisors represent the Planning Commission's own independent judgement.

EXHIBIT 1:

Affected Parcels Zoned X, proposed to be changed to R1A, Single-family Residential and Agricultural:

001030018000	001180023000	008140041000	011060030000	015040038000
001060035000	001180024000	008140042000	011230027000	015040039000
001060036000	001180026000	008140043000	014030063000	015040040000
001060037000	001180027000	008210029000	014100019000	015070068000
001060038000	001210019000	008210032000	014100020000	015070070000
001080003000	001210020000	008210033000	014170036000	015070071000
001100002000	001230003000	008210034000	014170059000	015070072000
001100005000	001230005000	008210035000	014170060000	015150023000
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001170017000	008030007000	008220042000	014200062000	015360009000
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001170019000	008050019000	008220046000	015010024000	021180060000
001170020000	008060033000	008220047000	015010054000	021180063000
001170026000	008130048000	008220048000	015030054000	021180064000
001170027000	008130057000	008240054000	015040029000	021190044000
001170029000	008140034000	008380019000	015040033000	030020090000
001170030000	008140039000	011020044000	015040035000	030020091000
001180020000	008140040000	011040028000	015040036000	

EXHIBIT 2:

Permitted And Conditional Uses For The Existing Zone X And The Proposed R1A Zoning District:

19.24.030	X district regulations.
A. Uses permitted include all uses not otherwise prohibited by law, subject to securing a use permit as specified in this title; provided, however, that agricultural uses as defined in this title, shall not be subject to a use permit.	
19.08.020	“Agriculture” Definition
"Agriculture" means the art or science of cultivating the ground, including harvesting of crops and rearing and management of livestock, tillage, husbandry, farming, horticulture and forestry, the science and art of the production of plants and animals useful to man.	
19.24.045	R1A District--Single-family Residential-Agricultural district.
C. Uses Permitted.	
<ol style="list-style-type: none"> 1. Single-family dwelling; 2. Home occupations as defined by Section 19.08.335; 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, 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 of this code, General Provisions and Exceptions; 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. Farm and forestry labor camps;

2. Recreation uses;

3. 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)(a) through (f) of the "A" agricultural zone district;

4. Veterinary clinics, animal hospitals, kennels, commercial stabling of horses for public recreation purposes;

5. Auction and sales yards;

6. Turkey farms, provided there is a cover crop or other dust control;

7. Any garbage, sewage, refuse, or offal feeding;

8. Commercial slaughterhouses and stockyards for livestock, small animals, poultry, and fowl;

9. Rendering plants, fertilizer plants and yards;

10. Oil and gas wells, drilling, mining, and excavation of natural minerals;

11. 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.

- | | Initial |
|---|---------------|
| 1. Notice of Intent (NOI). | <u> — </u> |
| 2. GIS List. <u>300</u> ft. Plus <u>email</u>
<small>(Distance) (Special Instructions: e.g. to end of access road)</small> | <u> RS </u> |
| 3. Checked <u>all</u> APN pages of those parcels from the GIS list for “NOTES” or
a. “SPECIAL INSTRUCTIONS.” | <u> RS </u> |
| 4. Project Applicant and Representative(s), if applicable. | <u> RS </u> |
| 5. Checked Project file cover for agency distribution. | <u> RS </u> |
| 6. Checked inside file for special requests for notification. | <u> RS </u> |
| 7. Checked old notification list for additional notification. | <u> RS </u> |
| 8. Other – Specify:

_____ | |

AFFIDAVIT OF SERVICE BY MAIL

I am a citizen of the United States, over eighteen years of age, employed in Amador County, and not a party to the within action; my business address is 810 Court Street, City of Jackson, State of California. I hereby declare I served a copy of the attached public hearing notice regarding CC-24; 6-3 X to RIA (District 5) by placing copies in 478 envelopes addressed to: (see attached list).

Said envelopes were then sealed and postage fully paid thereon and were deposited in the United States Mail on September 23, 2024 at Jackson, California.

I declare under penalty of perjury the foregoing is true and correct.

Executed at Jackson, California on September 23, 2024

Signed *Rich Stahl*

Witness *Maryann Manago*



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
PLANNING DEPARTMENT

PHONE: (209) 223-6380
FAX: (209) 223-6254
WEBSITE: www.amadorgov.org
E-MAIL: planning@amadorgov.org

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

NOTICE OF PUBLIC HEARING

NOTICE: The County of Amador is initiating a zone change for properties currently zoned X, Special Use to the R1A, Single-family Residential and Agricultural zoning district. This change aligns with the County's General Plan designation and aims to ensure consistency and compliance with state and local regulations.

PROJECT NAME AND DESCRIPTION: Request for a Zone Change (ZC-24;6-3) from the X Special Use district, to the R1A, Single-family Residential and Agricultural zoning district for properties that are incompatible with the General Plan designation.

PROPERTY OWNERS: Affected property owners with land zoned X with an incompatible General Plan land use designation within Supervisorial District 5.

SUPERVISORIAL DISTRICT: 5

Staff Report will be available online (typically the Tuesday prior to the meeting) for viewing at <http://www.amadorgov.org> in the "Agendas and Minutes" section.

ENVIRONMENTAL REVIEW PROCESS: In accordance with the California Environmental Quality Act (CEQA), the lead agency, Amador County, intends to consider a Notice of Exemption pursuant to Section 15183 of State CEQA Guidelines for projects that are consistent with the development density of existing zoning, community plan or general plan policies for which an Environmental Impact Report (EIR) was certified and Section 15061(b)(3) common sense exemption.

This project is categorically exempt from CEQA per 15183(a):

"CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. This streamlines the review of such projects and reduces the need to prepare repetitive environmental studies."

The zone change is consistent with Government Code Section 65860, which requires that zoning ordinances shall be consistent with the General Plan. Government Code Section 65860(c) states:

"in the event that a zoning ordinance becomes inconsistent with a general plan by reason of amendment to the plan, or to any element of the plan, the zoning ordinance shall be amended within a reasonable time so that it is consistent with the general plan as amended."

PUBLIC HEARING: Notice is hereby given said Planning Commission will hold a public hearing on this project at the County Administration Center, Board of Supervisors Chambers, 810 Court Street, Jackson, California, on **October 8, 2024** at **7:00 p.m.** or as soon thereafter as can be heard. Anyone having comments on the project may attend and be heard.

The meeting may be attended in person or via teleconference by dialing **669-900-6833** and using **meeting ID 537-512-8983**, or by using the following link: <https://us02web.zoom.us/j/5375128983>

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

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

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

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

AFFECTED PARCELS ZONED X, PROPOSED TO BE CHANGED TO R1A, SINGLE-FAMILY RESIDENTIAL AND AGRICULTURAL:

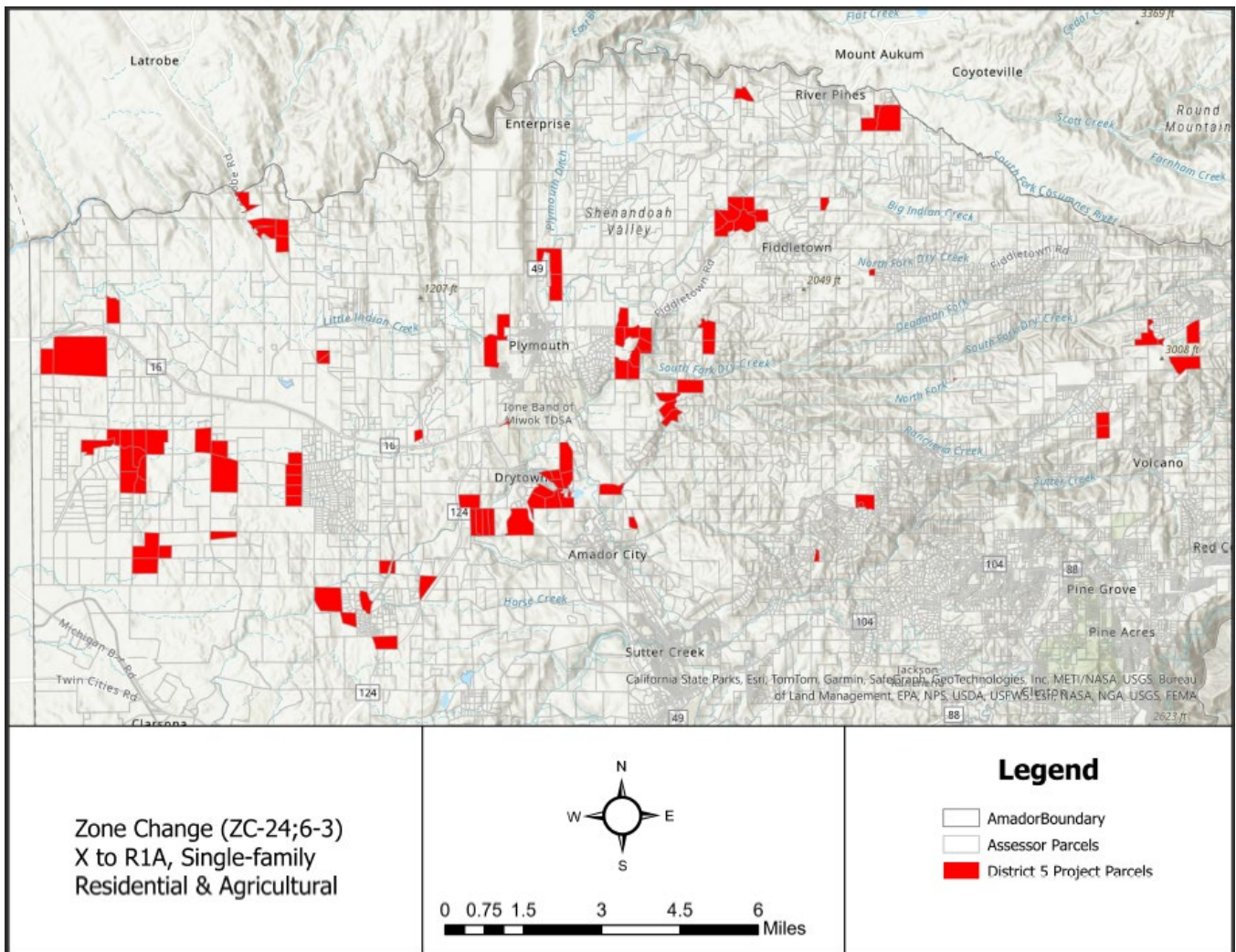
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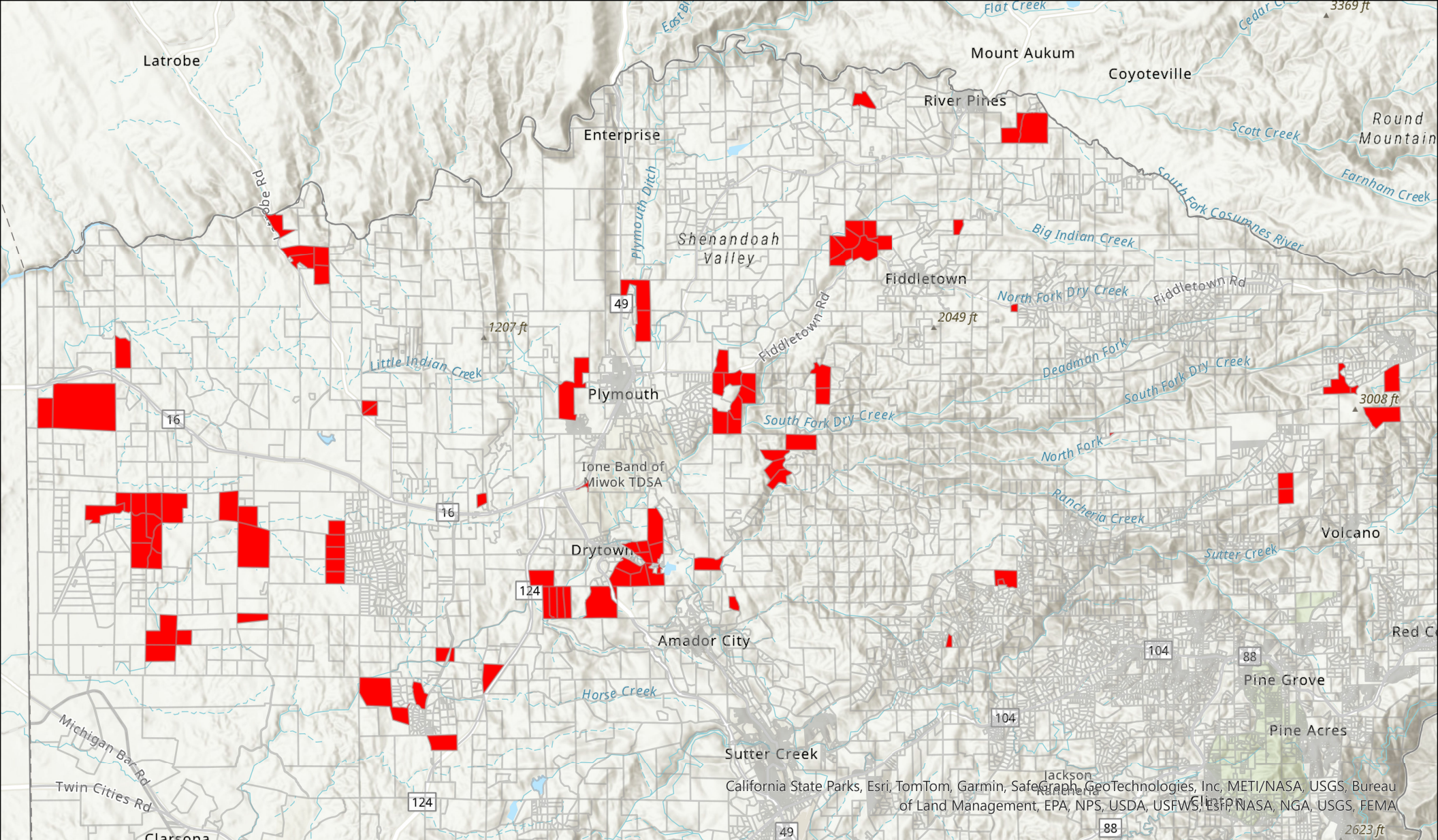
PERMITTED AND CONDITIONAL USES FOR THE EXISTING ZONE X AND THE PROPOSED ZONE R1A:

19.24.030 X district regulations.
A. Uses permitted include all uses not otherwise prohibited by law, subject to securing a use permit as specified in this title; provided, however, that agricultural uses as defined in this title, shall not be subject to a use permit.
19.08.020 "Agriculture" Definition
"Agriculture" means the art or science of cultivating the ground, including harvesting of crops and rearing and management of livestock, tillage, husbandry, farming, horticulture and forestry, the science and art of the production of plants and animals useful to man.
19.24.045 R1A District--Single-family Residential-Agricultural district.
C. Uses Permitted. <ol style="list-style-type: none"> 1. Single-family dwelling; 2. Home occupations as defined by Section 19.08.335; 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, 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 of this code, General Provisions and Exceptions; 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.

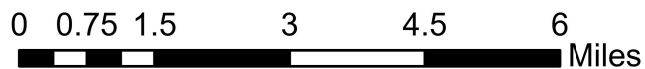
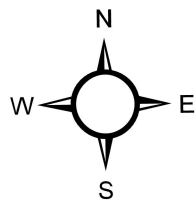
- D. Uses Permitted Subject to First Securing an Approved Use Permit.
1. Farm and forestry labor camps;
 2. Recreation uses;
 3. a. Processing, packing, selling, shipping of agricultural products for on-site retail purposes. This includes but is not limited to tasting rooms in conjunction with an on-site 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)(a) through (f) of the "A" agricultural zone district;
 4. Veterinary clinics, animal hospitals, kennels, commercial stabling of horses for public recreation purposes;
 5. Auction and sales yards;
 6. Turkey farms, provided there is a cover crop or other dust control;
 7. Any garbage, sewage, refuse, or offal feeding;
 8. Commercial slaughterhouses and stockyards for livestock, small animals, poultry, and fowl;
 9. Rendering plants, fertilizer plants and yards;
 10. Oil and gas wells, drilling, mining, and excavation of natural minerals;
 11. 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.

PROJECT PARCELS IN RED BELOW:








**Zone Change (ZC-24;6-3)
X to R1A, Single-family
Residential & Agricultural**

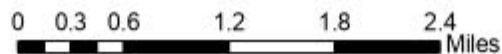
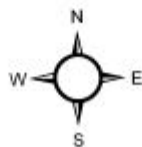


Legend




-  Amador Boundary
-  Assessor Parcels
-  District 5 Project Parcels

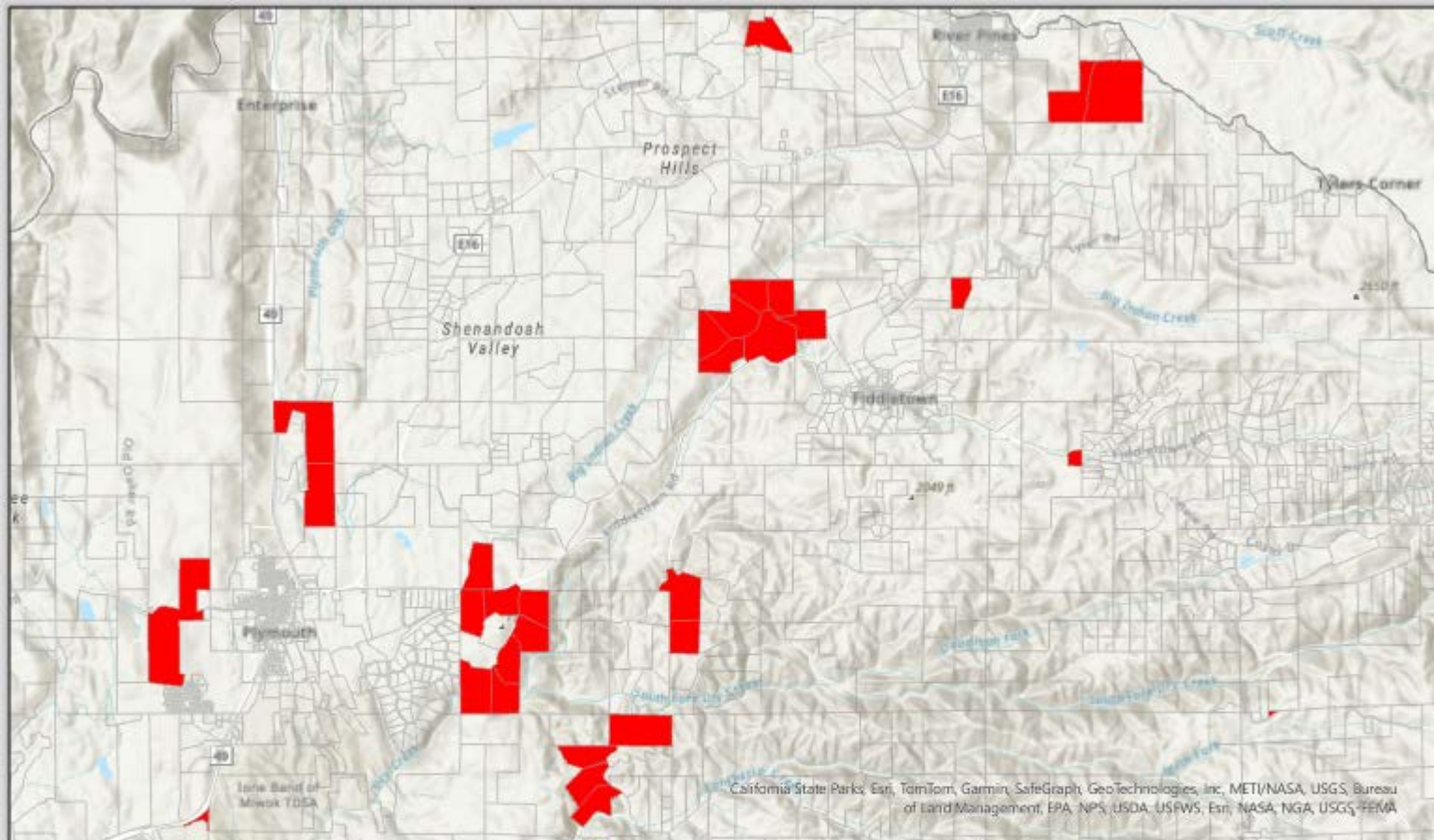


Zone Change (ZC-24;6-3)
X to R1A, Single-family
Residential & Agricultural

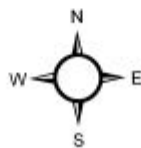


Legend

-  Amador Boundary
-  Assessor Parcels
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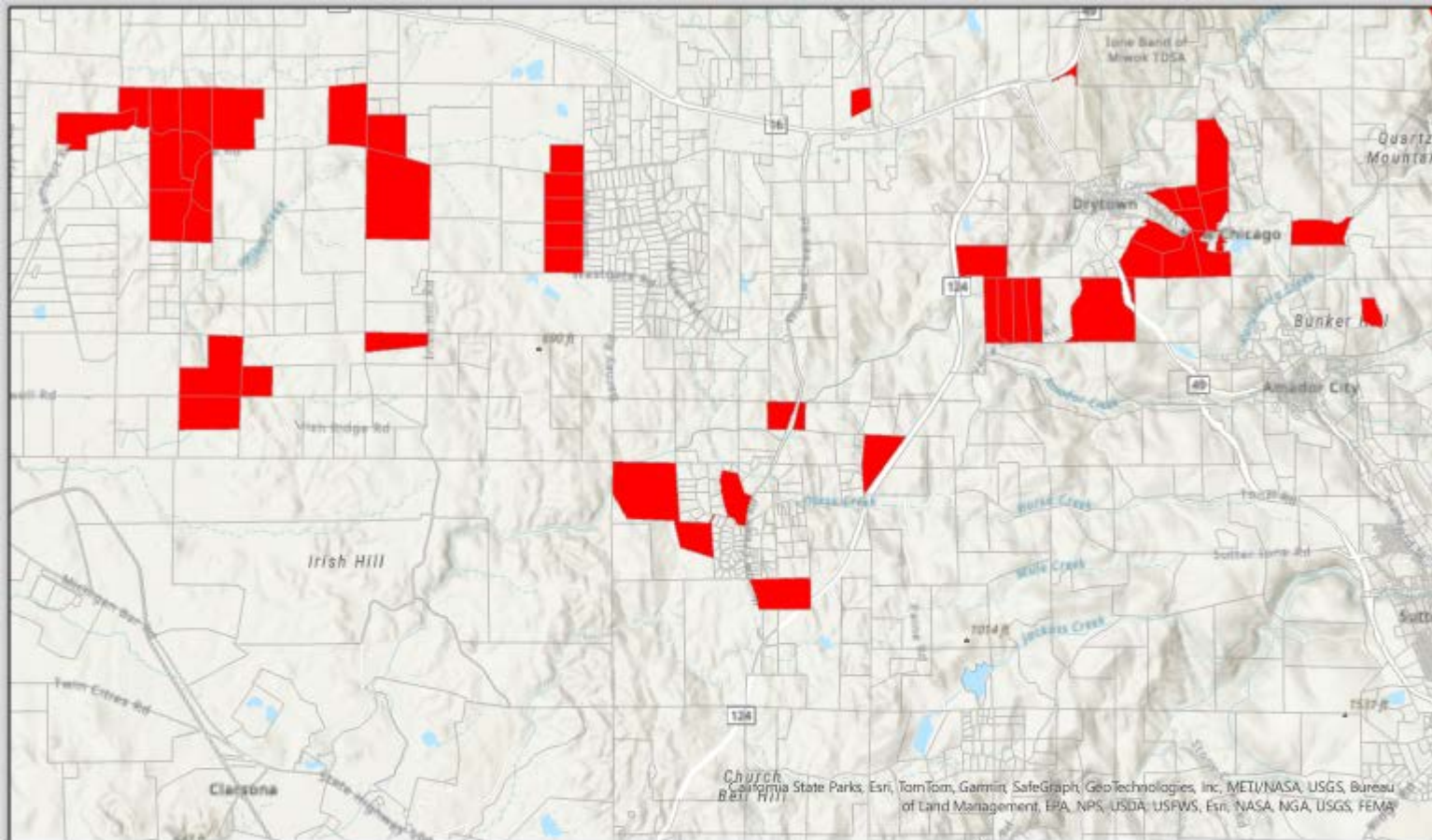
Zone Change (ZC-24;6-3)
X to R1A, Single-family
Residential & Agricultural



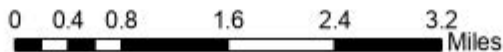
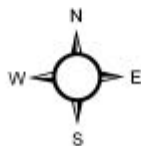
0 0.4 0.8 1.6 2.4 3.2
Miles

Legend




-  Amador Boundary
-  Assessor Parcels
-  District 5 Project Parcels

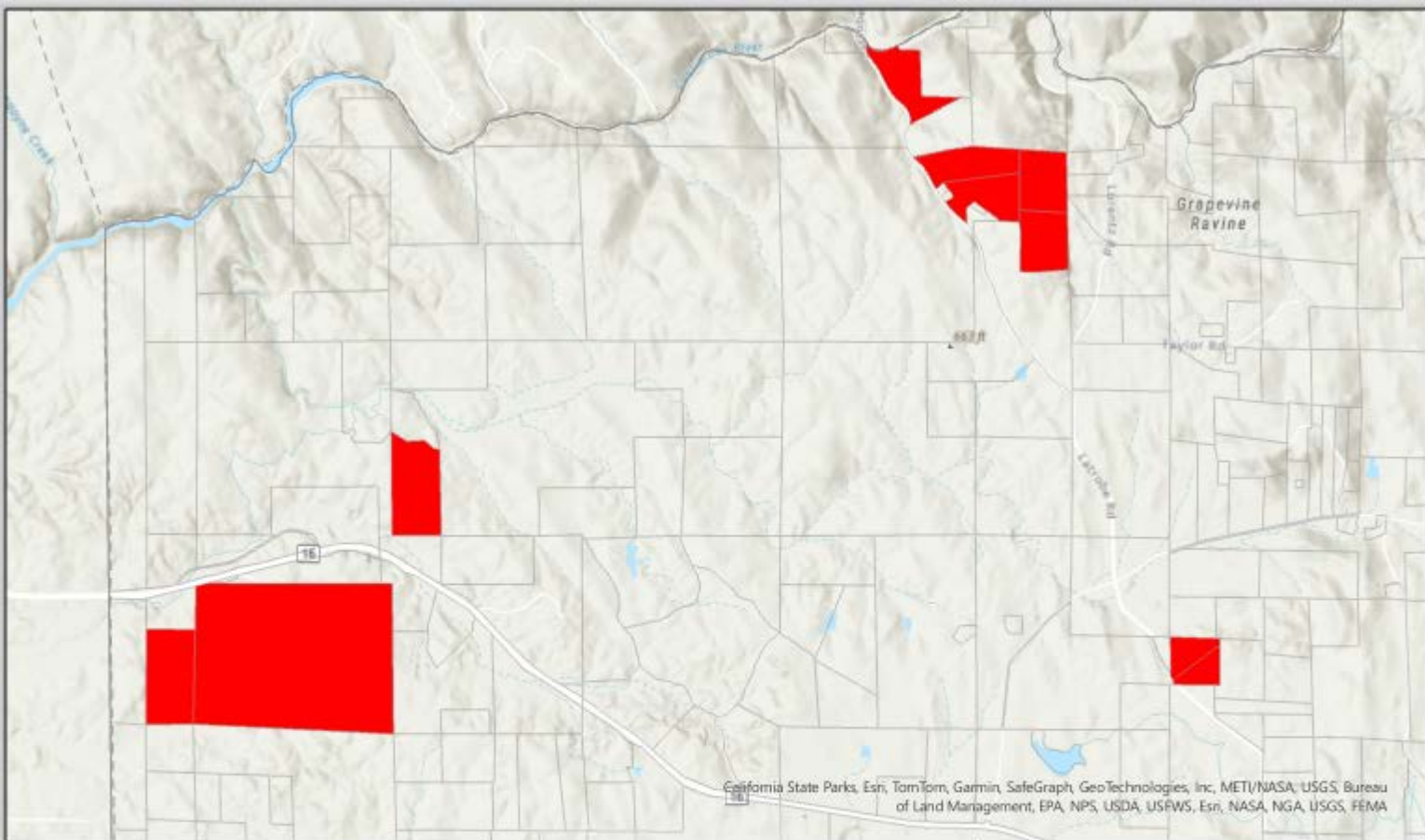


Zone Change (ZC-24;6-3)
X to R1A, Single-family
Residential & Agricultural

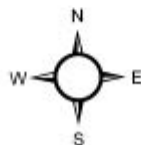


Legend

-  Amador Boundary
-  Assessor Parcels
-  District 5 Project Parcels



Zone Change (ZC-24;6-3)
X to R1A, Single-family
Residential & Agricultural



Legend

- Amador Boundary
- Assessor Parcels
- District 5 Project Parcels

Comments



Notice of Public Hearing for ZC-24;6-3 Planning Commission Meeting

Bauldry, Paul@DOT <paul.bauldry@dot.ca.gov>
To: Amador County Planning Department <planning@amadorgov.org>
Cc: "Ponce, Gregoria@DOT" <gregoria.ponce@dot.ca.gov>

Wed, Oct 2, 2024 at 2:43 PM

Hello Krista,

The California Department of Transportation (Caltrans) appreciates the opportunity to review and comment on the Request for a Zone Change (ZC-24;6-3) from the Special Use (X) district to the Single-family Residential (R1A) and Agricultural zoning district for properties that are incompatible with the General Plan designation.

The affected property owners with land zoned Special use (X) with an incompatible General Plan land use designation within Supervisorial District 5. The Assessor's Parcel Numbers (APN) are:

001030018000, 001060035000, 001060036000, 001060037000, 001060038000, 001080003000, 001100002000, 001100005000, 001160049000, 001160050000, 001170015000, 001170017000, 001170018000, 001170019000, 001170020000, 001170026000, 001170027000, 001170029000, 001170030000, 001180020000, 001180023000, 001180024000, 001180026000, 001180027000, 001210019000, 001210020000, 001230003000, 001230005000, 001230015000, 001240029000, 007100033000, 008030007000, 008050018000, 008050019000, 008060033000, 008130048000, 008130057000, 008140034000, 008140039000, 008140040000, 008140041000, 008140042000, 008140043000, 008210029000, 008210032000, 008210033000, 008210034000, 008210035000, 008210038000, 008210039000, 008220041000, 008220042000, 008220043000, 008220046000, 008220047000, 008220048000, 008240054000, 008380019000, 011020044000, 011040028000, 011060030000, 011230027000, 014030063000, 014100019000, 014100020000, 014170036000, 014170059000, 014170060000, 014170061000, 014170062000, 014170063000, 014200062000, 014200066000, 015010024000, 015010054000, 015030054000, 015040029000, 015040033000, 015040035000, 015040036000, 015040038000, 015040039000, 015040040000, 015070068000, 015070070000, 015070071000, 015070072000, 015150023000, 015170088000, 015170089000, 015320025000, 015360009000, 021180056000, 021180060000, 021180063000, 021180064000, 021190044000, 030020090000, and 030020091000.

Caltrans has no additional comments at this time. However, Caltrans requests to be included in the review process for all future development at this location.

Thank you.

Paul Bauldry

Caltrans District 10

Office of Rural Planning

Division of Planning, Local Assistance, and Environmental

1976 E. Dr. Martin Luther King Jr Blvd.

[Stockton CA 95205](#)

Telework # 209.670.9488



Regarding the proposal to rezone land adjacent to my property at address 16074 Barney Rd. from X special use district to R1A.

2 messages

DAVID WEST <invenit@aol.com>
To: planning@amadorgov.org

Mon, Oct 7, 2024 at 4:48 PM

Our comments are hereby submitted in accordance with Planning Department correspondence on this topic:

It is noted while a R1A designation denotes Single Family Dwelling, it also provides for activities that potentially generate an inordinate exposure to :

Significant motor vehicle activity and related noise and dust. Barney road has already been damaged by truck traffic, and the lack of county maintenance has accelerated its deterioration.

Use of toxic agriculture agents that typically are airborne, and find their way into the soil and ground water.

Animal waste, odor, and excessive noise. Note the present cattle ranching on the land is not an issue. Dense animal populations and their sanitary factors are an issue.

Excessive ground water use. Willow Creek Ranch Estates is nearly fully developed. The likely surplus of existing ground water in our arid climate with a significant history of drought is likely meager. Such an impact would impose a negative property value burden on adjacent WCRE home owners.

We and our neighbors moved to this rural location for the benefits of a rural environment. We do not wish for our health, calm, and general wellbeing to be adversely affected by careless development.

David and Mary West
16074 Barney Road

Sent from my iPhone

Amador County Planning Department <planning@amadorgov.org>
To: DAVID WEST <invenit@aol.com>

Mon, Oct 7, 2024 at 4:51 PM

Received, thank you. Your comments have been added to the public record for this project.

Best regards,

Amador County Planning Department
810 Court Street
Jackson, CA 95642
(209) 223-6380
planning@amadorgov.org

[Quoted text hidden]

CROSSPOINTE 2, LLC

October 7, 2024

Mr. Chuck Beatty, Planning Director
Amador County Planning Department
810 Court Street
Jackson, CA 95642-2132

Re: ZC-24:6-3 Zoning Change from X to R1A

Dear Mr. Beatty.

Thank you for the public notice and opportunity to provide comment on the proposed Zoning Change (ZC-24:6-3) from the X Special Use district, to the R1A, Single-family Residential and Agricultural district for properties that are incompatible with the General Plan designation.

Crosspointe 2, LLC owns and operates the South Arkansas Creek Mining and Reclamation Project located at 1360 State Highway 16 Plymouth, CA 95669 which was approved by the Planning Commission in 2006. This site is an important location for high-quality construction aggregates not only for the Plymouth area, but for the region as a whole. This is done by removing and stockpiling the topsoil and overburden layers of soil, the removal and processing of the aggregate materials, stockpiling of the processed product before it is then sold and transported off-site to the customer project locations. Concurrent and subsequent to the mining is the reclamation of the site, which involves the replacing of topsoil and overburden materials, consistent with the reclamation plan and transitioning to the post mining use of the property. The post mining use for this site will be water storage and livestock grazing.

Several of the proposed zoning changes are located adjacent to the active/idle mine site, which is important for any neighboring development to consider as part of any development or use planning. Mining activities have the potential to include aesthetic, noise, dust, water use and traffic impacts in the areas surrounding them. These impacts are managed and mitigated to the maximum amount feasible and include the installation of viewshed management and noise attenuation features, such as berms and vegetation, the use of water and palliatives to reduce dust, water recycling operations to minimize groundwater usage, and the installation of traffic management features.

It does not appear that the proposed changes impact mining operations and are consistent with the remainder of the surrounding zoning. Crosspointe 2 strives to be good community partners with our neighbors, and this includes ensuring that our neighbors, or future neighbors are aware that we exist and will be in operation for many years to come to allow them to plan their future uses accordingly.

Sincerely,



Jason A. Smith
Project Manager
Crosspointe 2, LLC



Rezoning Plan From Zone X to RIA

2 messages

Dan Young <dyoung24@live.com>

Tue, Oct 8, 2024 at 11:57 AM

To: "planning@amadorgov.org" <planning@amadorgov.org>, Aline Young <aline.young1@outlook.com>

Hello,

My mother, Aline Young, and I are the decedents of the Taylors who have owned land in this area for generations. Over the years we have patiently waited to see what the county might do with the zoning for our parcels. We currently own three parcels of land included in this proposal under the LeFevre Lifetime Benefit Trust, including 50acrs along Latrobe Road right up against the river line. We have obtained a legal opinion from our attorney on the zoning plan, please see his clarification below;

The Notice of Public Hearing is fairly informative as to the proposed change in zoning of select properties in Amador County moving from - a very broad/blanket zoning description of "all uses not otherwise prohibited by law, subject to a use permit as specified by the zoning regulations" (excepting agriculture which requires to use permit) - to SFR and farming (agriculture and crops) and related uses. It appears that local government want to keep the select properties more rural and not allow all manner of other business activities unrelated to SFR and farming operations. So, for example, if our client intends to construct a commercial building (apartments, office space, etc.) on a select property, the proposed zoning change may likely defeat the development.

We are against any such proposals that would prevent any reasonable intended use such as re-zoning for any residential development. We are not as much concerned about commercial, although restrictions are restrictions. As an example, what if we would like to have the option to work with a developer for a planned residential community. Would this proposal restrict that? Under the new zoning are we allowed to sell our land in smaller acer parcels? If not, this is another concern. The bottom line is that we would have a problem with anything that would restrict our ability to maximize the value of our land. We will do our best to be on the call this evening and look forward to further clarification, thank you.

Sincerely,

Dan Young
714-310-6757

Amador County Planning Department <planning@amadorgov.org>

Tue, Oct 8, 2024 at 12:23 PM

Draft To: Dan Young <dyoung24@live.com>

Cc: Aline Young <aline.young1@outlook.com>

Received, thank you. Your comment has been added to the public record for this project.

Best regards,

Amador County Planning Department
810 Court Street
Jackson, CA 95642
(209) 223-6380

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 22, 2024

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.
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

(RESOLUTION NO.)

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 9th day of July, 2024, by the following vote:

AYES:

NOES:

ABSENT:

Brian Oneto, Chairman, Board of Supervisors

ATTEST:

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

(RESOLUTION NO.)

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: October 22, 2024

SUBJECT

General Services Administration: Assignment and Assumption of Lease Agreement, Hangar Lot #104

Recommendation:

Authorize the Chairperson to sign attached Assignment and Assumptions.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins, Tacy Rouen

ATTACHMENTS

- [Summary Memo Assignment and Assumption 10.4.24.pdf](#)
- [Credit Recommendation Cort.pdf](#)
- [Assignment and Assumption Tenent signatures.pdf](#)

Amador County Airport

Physical: 12380 Airport Road, Martell, CA 95654
Mail: 12200-B Airport Road, Jackson, California 95642
Phone: (209) 223-2376 **Fax:** (209) 223-0749 **E-MAIL:** DSheppard@amadorgov.org



SUMMARY MEMORANDUM

TO: Amador County Board of Supervisors
FROM: David Sheppard, Airport Manager *DS*
DATE: October 4, 2024
SUBJECT: Assignment and Assumption of Lease Agreement, Hangar Lot #104

Background: The County, over the years has entered into Ground Leases with private individuals for the construction and ownership of private storage hangars. This practice started many years ago in an effort to allow the demand for hangars to be met. At the time this practice began, the County did not have nor wished to borrow funds to construct additional hangars. The airport is still offering ground space for the construction of private storage hangars. Individuals that have constructed hangars have the right within their lease to sell and assign their lease to another interested party after first offering the hangar to the County. The First Right of Refusal Policy was followed, and it was recommended that the County not purchase this hangar as the Airport does not have funds to purchase this hangar at this time. The next step for the purchaser was to submit a Credit Report for the County's Auditor to review and comment on (attached).

Subject or Key Issue: Approval of Assignment and Assumption of Lease

Analysis: Mr. Cornell was offered \$34,500.00 for the improvements on Hangar Lot #104. The Lease does provide an option for the County to counter-offer through the First Right of Refusal process.

Alternatives: Do not approve this Assignment and Assumption of Lease.

Fiscal or Staffing Impacts: None

4/5ths vote: No

Recommendation(s): Authorize the Chairperson to sign attached Assignment and Assumptions.

c: Chuck Iley, CAO
Jon Hopkins, Director, GSA
file



Dave Sheppard <dsheppard@amadorgov.org>

Lease Documents

Tacy Rouen <trouen@amadorgov.org>

Tue, Aug 27, 2024 at 2:28 PM

To: Dave Sheppard <dsheppard@amadorgov.org>

Hi Dave,

I received the cell phone screen shots as well. It is difficult because their name isn't even on the Equifax "Summary Page," or on most of the cell phone shots; so someone could really pull one over on us. However, in this case one of the figures on a cell phone photo matches the figure on the "Summary." So for this time, I am "ok" with approving their credit based on what I could piece together. However, going forward, I will need to have a more formal Report like the ones we have received in the past in order to be able to decipher whether or not approval is appropriate.

Thank you in advance for your help and understanding.

Tacy

Tacy Oneto Rouen, CPA

Auditor-Controller

Amador County

810 Court Street

Jackson, CA 95642

(209) 223-6363

140

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of _____, 2024 by and between Mark Cornell ("Original Lessee") and KAD Enterprises LLC ("Successor Lessee").

R E C I T A L S

A. Amador County and Original Lessee entered into that certain Lease (the "Lease") dated August 27, 2024 whereby Amador County leased to Original Lessee certain real property located in the unincorporated area of Amador County, California, more particularly described in the Lease.

B. Original Lessee desires to assign all of its right, title and interest under the Lease to Successor Lessees, and Successor Lessees desire to assume the duties and obligations of Original Lessee under the Lease.

NOW, THEREFOR, FOR GOOD AND VALUABLE CONSIDERATION, Original Lessee and Successor Lessees agree as follows:

1. Original Lessee hereby assigns and transfers to Successor Lessees all of Original Lessee's right, title and interest in and to the Lease.

2. Original Lessee warrants that it has not previously assigned its interest in the Lease to any third party.

3. Successor Lessees accept the foregoing assignment and assume all of the duties, obligations, and responsibilities of Original Lessee under the Lease jointly and severally.

4. This Assignment may be executed in duplicate copies, and any signed duplicate copy shall be equivalent to a signed original for all purposes.

IN WITNESS WHEREOF, Original Lessee and Successor Lessees have executed this Assignment as of the date set forth opposite their signatures below.

ORIGINAL LESSEE:

Date: 10-4, 2024

Mark Cornell
Mark Cornell

SUCCESSOR LESSEES:

Date: 10-4, 2024

David Cort manager
David Cort, Manager KAD Enterprises LLC

CONSENT BY COUNTY OF AMADOR

County of Amador hereby consents to the above assignment of the Lease by Original Lessee to Successor Lessees, effective as of the date set forth below. This consent in no way releases Original Lessee from any obligation to be performed by Original Lessee under this Lease, whether occurring before or after such assignment.

Dated: _____, 2024

BY: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:
GREGORY GILLOTT,
AMADOR COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____

Board of Supervisors Agenda Item Report

Submitting Department: Behavioral Health

Meeting Date: October 22, 2024

SUBJECT

Behavioral Health 1st Amendment to Agreement with Aurora Behavioral Healthcare to provide inpatient care. Fiscal years 2024-2027

Recommendation:

Approve and sign agreement

4/5 vote required:

No

Distribution Instructions:

Please return signed copies to Karen Vaughn/Behavioral Health

ATTACHMENTS

- [Memo to BOS Aurora.pdf](#)
- [Aurora 1st Amendment signed by Contractor.pdf](#)
- [Aurora Behavioral Healthcare full executed agreement fy 21-24.pdf](#)
- [Aurora Executed Exemption 3.18.24.pdf](#)

BEHAVIORAL HEALTH DEPARTMENT

10877 Conductor Boulevard, Suite 300 • Sutter Creek, CA 95685 •
Phone (209) 223-6412 • Fax (209) 223-0920 • Toll Free Number (888) 310-6555



To: Board of Supervisors

From: Melissa Cranfill, Behavioral Health Director *MC*

Date: October 7, 2024

RE: First Amendment to Service Agreement with Aurora Behavioral Healthcare-Santa Rosa LLC or Fiscal Year 2024-2027

Background:

The State of California has mandated that County Mental Health Departments must provide hospital evaluations to individuals who are in need of a 5150 evaluation. If they meet the criteria for a 5150 inpatient hospitalization, the individual will be admitted to an inpatient psychiatric hospital.

Key Issue:

Sutter Amador Hospital notifies Amador County Behavioral Health requesting a 5150 evaluation be provided to an individual who has been brought into the emergency room. The 5150 evaluation is an involuntary hold to a person who is suspected to have a mental disorder that makes him/her a danger to him/herself, a danger to others, and/or gravely disabled. Amador County Behavioral Health Agency need to contract with multiple hospitals due to limited bed space available for placement.

Staff analysis:

Amador County does not have an inpatient psychiatric hospital. Contracting with multiple hospitals are needed in order to find an open bed space and clinicians will be able to place individuals sooner reducing the time individuals have to spend in the emergency room.

Recommendation/Request:

Approve First Amendment to Service agreement with Aurora Behavioral Healthcare-Santa Rosa LLC or Fiscal Year 2024-2027

FIRST AMENDMENT TO SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of _____, 2024 by and between COUNTY OF AMADOR, a political subdivision of the State of California ("County") and Aurora Behavioral Healthcare, Santa Rosa, LLC, a California corporation (the "Contractor").

RECITALS

A. County and Contractor executed an agreement (the "Original Agreement") dated as of February 18, 2022, whereby Contractor agreed to provide services upon the terms and conditions set forth in the Original Agreement.

B. County and Contractor desire to modify the Original Agreement as set forth in this First Amendment. The Original Agreement, as amended by this First Amendment, shall be referred to as the "Agreement."

NOW, THEREFORE, the parties agree as follows:

1. The first sentence of the first paragraph of section 4. entitled "TERM; EARLY TERMINATION OF AGREEMENT" on page 2 of Agreement shall be modified to read as follows:

4. TERM; EARLY TERMINATION OF AGREEMENT. This Agreement shall continue in effect through June 30, 2027.

2. Attachment B to the Original Agreement is hereby deleted, and the document attached as Attachment B to this First Amendment is substituted in its place:


3. Except as set forth in this First Amendment, the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this first Amendment as of the date first set forth above.

COUNTY OF AMADOR

CONTRACTOR: Aurora Behavioral Healthcare
– Santa Rosa, LLC ,a California Corporation

BY: _____
Brian Oneto
Chairman, Board of Supervisors

BY:  _____
Tristan Ivy
CEO

Federal I.D. No.: 27-1317136

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____
Gregory Gillott

BY: _____

**ATTACHMENT B – FEE SCHEDULE
Program Budget**

RATE STRUCTURE FOR FY 2024-25

SONOMA COUNTY

Effective 7/1/2024

Rate Structure:

Contract rates are all inclusive of the professional fee (\$110/day) and hospital stay. When billing the County for authorized services provided to Sonoma County clients, Contractor will use this exclusive list of provisional rates (see below).

Medi-Cal Funded Beneficiaries

Activity	Rate
Hospital Inpatient (Mode 05, Service Functions 10-18) Ages 0-21	\$1,740/Day
Hospital Inpatient (Mode 05, Service Functions 10-18) Ages Over 64	\$1,600/Day
Hospital Inpatient (Mode 05, Service Functions 10-18) Ages 22-64	\$1,565/Day
Inpatient Psychiatric Support Services – Professional Fees (Mode 15, Service Functions (01-79)(when services are provided and billed to County)	\$110/Day
Administrative Day Services	\$950//Day
Patient Specific - 1:1 Staffing (per hour)	\$30/Hour

County Funded Clients - Non-Medi-Cal - No other Payer Source Available

Activity	Rate
Per Diem Acute Facility Day Rate (Adult)	\$1,675/Day
Per Diem Acute Facility Day Rate (Older Adult)	\$1,710/Day
Per Diem Acute Facility Day Rate (Child/Adolescent)	\$1,850/Day
Administrative Day Services	\$950//Day
Patient Specific - 1:1 Staffing (per hour)	\$30/Hour

Rate changes for FYs 25/26 and 26/27 shall be submitted, in writing, to the address below:

**Amador County Behavioral Health Dept.
Attn: Behavioral Health Director
10877 Conductor Blvd, Suite 300
Sutter Creek, CA 95685**

Said notice shall be provided at least thirty (30) days in advance of the rate change. Upon Behavioral Health Director’s written confirmation of receipt of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein.

This contract shall not exceed One hundred Fifty Thousand Dollars (\$150,000.00) per Fiscal Year

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of February 8th, 2022 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Aurora Behavioral Healthcare, Santa Rosa, LLC a California corporation (the "Contractor").

RECITALS

A. Pursuant to Government Code section 31000, County desires to engage assistance to provide the hereinafter set forth special services.

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

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

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

1. SERVICES TO BE RENDERED BY CONTRACTOR. Upon written request by County's Director of Health Services, Contractor will provide inpatient psychiatric services to residents of Amador County referred by the Director of Behavioral Health (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall perform the Work in compliance with all statutes, ordinances, regulations and requirements of federal, state and local governing bodies applicable to the performance of the Work. Without limiting the generality of the foregoing, Contractor agrees to comply with Program Integrity Requirements (42 CFR §438.608) and Beneficiary Problem Resolution Process (42 CFR §438.10(g)(1)).
2. SERVICES TO BE RENDERED BY COUNTY. County agrees to compensate Contractor in return for performance of the Work as set forth in this Agreement.
3. CHANGES IN SCOPE OF SERVICES. Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.

4. TERM; EARLY TERMINATION OF AGREEMENT. The term of this Agreement shall be from July 1, 2021 through June 30, 2024. County reserves the right to terminate this Agreement with or without cause on sixty (60) days prior written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

4.1 County shall have the right to terminate this Agreement upon three (3) days written notice in the event that the receipt of funds from the State is reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against County for damages arising from said termination, suspension, or reduction of funds. County shall honor all legitimate obligations incurred by Contractor if the Agreement is terminated by activating this clause.

5. COMPENSATION TO CONTRACTOR; PAYMENT.

5.1 Contractor shall be paid for services rendered in accordance with the fee schedule set forth on **Attachment B** attached and incorporated by this reference. In no event shall compensation to Contractor exceed for any portion of the Work the amounts set forth on **Attachment B**.

5.2 County shall make payment to Contractor within thirty (30) days of the invoice for payment, based upon the services described on the invoice and in an amount properly allowed by the County.

5.3 In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

5.4 Contractor shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.

6. SUPERVISION OF THE WORK.

6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

6.2 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

6.3 Contractor shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons

assigned by Contractor to perform the Work, Contractor shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

6.4 A subcontractor (“Subcontractor”) is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.

6.5 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.

7. CONFERENCES, VISITS TO SITE, INSPECTION OF WORK. In the event it should become necessary for the State or County to hold any conference or visit the site of the proposed work, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.

8. ASSIGNMENTS. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

9. CONTRACTOR NOT EMPLOYEE OF COUNTY. It is understood that neither Contractor nor any employee of Contractor is acting hereunder as an employee of County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

10. LICENSES, PERMITS, ETC; SANCTIONED EMPLOYEES.

10.1 Contractor represents and warrants to County that it and all of its employees providing services under this Agreement have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor

shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor and its employees to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

- 10.2 Contractor shall immediately notify County in the event Contractor or any of its employees, volunteers, interns, subcontractors or providers retained in any capacity by Contractor is under investigation by a licensing board, is found to be in violation of any rules or regulations of the licensing board, or is the subject of a disciplinary action.
- 10.3 Contractor shall not employ in any capacity or retain as a subcontractor any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any debarment list published by the Federal Office of the Inspector General with regard to Medicaid or Medicare programs. Contractor shall review at least monthly, pursuant to (42 CFR 455.436), any such lists to confirm the status of Contractor's then current employees or subcontractors. If Contractor does employ or subcontract with an individual or entity on any such lists, Contractor shall be fully responsible for any associated penalties, sanctions, losses or damages that may be imposed on County therefor.
11. 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 **five (5)** business days of award of the Bid to Contractor, Contractor shall furnish to County satisfactory proof that Contractor has the following insurance:

11.1 Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:

11.1.1 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.

11.1.2 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.

11.1.3 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).

- 11.1.4 Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 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.

11.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 11.2.1 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).
- 11.2.2 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.
- 11.2.3 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.
- 11.2.4 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.

- 11.3 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.
- 11.4 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.
- 11.5 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:
- 11.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- 11.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 11.5.3 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.
- 11.6 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, 10877 Conductor Blvd Suite #300, Sutter Creek CA 95685. Contractor shall provide all insurance documentation to the Contract Administrator.**
- 11.7 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.
- 11.8 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.

12. INDEMNIFICATION.

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

13. DOCUMENTS AND RECORDS.

13.1 Contractor shall keep and maintain full and complete documentation and accounting records concerning the Work. Records shall include without limitation all medical records, accounting records and administrative record related to services provided hereunder. Contractor shall preserve these records for a period of at least ten (10) years following the close of the County fiscal year in which the services were rendered; provided, however, that if an audit has been started, records must be retained until completion and final resolution of any and all issues that may arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include without limitation ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards and schedules for allocating costs.

13.2 Contractor shall permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the Work, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall provide copies of such records to County. Where required by law, Contractor shall obtain necessary releases to permit County or other governmental or accrediting agencies to access patient medical records.

13.3 Contractor shall provide to County a copy of any audits performed with respect to the Work no later than thirty (30) days after completion of the audit report. Contractor shall include in any agreement(s) with auditing firms a clause that will allow access by

County and state and federal agencies to the working papers of the external independent auditor.

- 13.4 If Contractor is a Medi-Cal provider, Contractor shall provide a copy to County of any year-end cost report documenting actual contract expenditures funded by this Agreement.
- 13.5 Upon completion or termination of this Agreement, County shall be entitled to immediate possession of, and Contractor shall furnish, on request, any plans, correspondence and other pertinent data gathered or prepared by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.

14. NON-DISCRIMINATION; CULTURAL COMPETENCY; RESIDENCY.

- 14.1 Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. 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).
- 14.2 County residency is a basic eligibility requirement for services rendered under this Agreement; however, transients referred by County in an emergency or persons in involuntary status may also be provided services if requested by County and approved by Contractor.

15. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY. While performing any services pursuant to the Agreement, being present on any County property, or using County equipment, the Consultant, its employees, subcontractors and agents (1) shall not be in any way impaired because of being under the influence of alcohol or a drug; (2) shall not possess, consume, or be under the influence of alcohol and/or an illegal drug; and (3) shall not sell, offer, or provide alcohol or an illegal drug to another person.

- 15.1 If Consultant, or any employees, sub-contractors, or agents violate any of the above provisions, the County may terminate the Agreement immediately.

16. HIPAA COMPLIANCE. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Amador County Health Services Department, Behavioral Health Division ("ACHSD") is an entity covered by HIPAA [45 C.F.R. Parts 160, 162, and 164], and County is a "hybrid entity" under HIPAA. Contractor, a health care provider as defined in HIPAA (45 C.F.R. § 160-103), is also a Covered Entity. Each Covered Entity hereby represents that they are and

shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information as required by HIPAA.

The parties acknowledge that the disclosures of Protected Health Information specified in this Agreement concern the provision of health care services to, and the treatment of, individuals only. Therefore, pursuant to 45 C.F.R. § 164-502(e)(1)(ii)(A), Covered Entity and Contractor are not required to enter into a separate business associate agreement. Although not presently required, to the extent that it may in the future become mandatory that the parties execute a business associate agreement pursuant to HIPAA, such an agreement shall be executed and made part hereof. Failure or refusal of a party to execute a business associate agreement when required by law shall constitute a basis for termination of this Agreement in its entirety.

The Contractor shall, immediately upon discovery of an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, notify County of such breach within 1 business day of discovery at (209) 223-6412. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to the Privacy Officer, postmarked within fifteen (15) working days of the discovery of the breach to the following address:

HIPAA Privacy Officer, Amador County Health Services Department,
Behavioral Health Division
10877 Conductor Blvd, Suite 300, Sutter Creek, CA 95685

In the event the County is obligated to pay any costs associated with an unauthorized disclosure or breach of privacy and/or security of Personal Identifiable Information and/or Protected Health Information by Contractor, Contractor shall pay on County's behalf any and all such costs arising.

17. 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: Aurora Behavioral Healthcare – Santa Rosa, LLC
1287 Fulton Road
Santa Rosa, CA 95401

To County: Amador County Behavioral Health
10877 Conductor Boulevard Suite 300
Sutter Creek, CA 94685

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

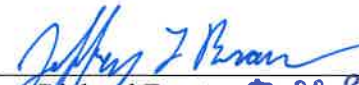
The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

18. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement. If Contractor is a corporation, limited liability company, or general or limited partnership, Contractor shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors or partner or member authorization of Contractor authorizing or ratifying the execution of this Agreement.
19. CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Amador County, California.
20. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
21. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
22. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for ten years after final payment hereunder.
24. CONFLICT OF INTEREST. Contractor warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Contractor further agrees that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

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

COUNTY OF AMADOR

CONTRACTOR: Aurora Behavioral
Healthcare – Santa Rosa, LLC, a California
Corporation


BY: 
~~Richard Forster~~ **Jeff Brown**
Vice Chairman, Board of Supervisors



Chad Hickerson
CEO
Fed ID: 27-1317136

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
COUNTY OF AMADOR

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: 
Gregory Gillott
County Counsel

BY:  Deputy

ATTACHMENT A – SCOPE OF WORK

Adult Inpatient Programs

Inpatient Psychiatric

Aurora Behavioral Healthcare - Santa Rosa, LLC adult inpatient program offers a safe, secure and therapeutic environment for adults (age 18 and older) with acute psychiatric issues. Our treatment team provides 24-hour monitoring, treatment and stabilization for patients who commonly suffer from:

- Depression
- Bipolar Disorder
- Psychosis/Schizophrenia
- Anxiety
- Substance-related disorders with psychiatric symptoms

Inpatient care is designed to stabilize patients as quickly as possible and return them to an improved level of functioning. Our integrated treatment team includes psychiatrists, internists, registered nurses, case managers/social workers, dieticians, activity therapists and ancillary nursing staff who work closely with each patient to formulate treatment goals and assess progress in meeting such goals.

Our highly structured and comprehensive treatment program includes group and family therapy, medication management and a variety of other unit activities including recreation, socialization, and expressive therapies. Treatment services are focuses on helping patients develop the necessary coping skills to deal with the issues that led to the need for hospitalization. A dual diagnosis track in this program allows for treatment of both mental health and substance abuse related disorders. Case Management staff provide discharge services and arrange follow-up care in the community that is individualized for the special needs of each patient.

Adolescent Inpatient Programs

Aurora Behavioral Healthcare - Santa Rosa, LLC provides inpatient care for adolescents ages 12 through 17 whose acute symptoms require a safe and therapeutic environment. Our team of adolescent specialists recognize and understand the unique needs of adolescent patients dealing with emotional and psychological disorders. The goal of our adolescent program is to provide stabilization of immediate concerns within a safe and structured environment. The treatment is short-term with the primary focus being on the reduction of symptoms and

overall improvement of functioning. Psychiatric or emotional disorders which may necessitate hospitalization include:

- Recent suicide attempt
- Current suicide ideation with lethal means and/or intent
- Recent history of significant self-mutilation or self-endangering behavior
- Severe anxiety
- Assaultive or Aggressive Behavior
- Severe depression and hopelessness
- Bipolar Disorder
- Psychotic thinking or behaviors impacting daily activities
- Substance abuse in conjunction with any of the above

Treatment plans include comprehensive assessment, group therapy, medication management, school participation, and family involvement. Program staff offer therapy and support to parents and siblings and our weekly Multi-Family Group sessions provide an essential forum for improved and effective communication within the family unit.

Discharge planning is initiated at the time of admission and revised throughout the hospitalization. A written Aftercare Plan is developed with the participation of the adolescent and family. It includes recommendations for further treatment and follow-up appointments are scheduled as needed.

Senior Inpatient Program

The Inpatient Program for Seniors at Aurora Behavioral Healthcare - Santa Rosa, LLC is designed to treat adults age 55 and over experiencing emotional, cognitive and/or behavioral distress. As people age their health needs often become more complicated. Medical problems, such as arthritis and high blood pressure, are common. But so are emotional challenges, including the loss of a spouse and/or living on a declining income. These dilemmas can combine to rob seniors of their health and independence, but help is available.

Symptoms may include memory loss, mood disturbances, anxiety or difficulty with loss and transition, or behavioral conditions that interfere with care at home or in a long-term setting. The goal of treatment is to relieve symptoms and improve quality of life. Personalized treatment is provided utilizing a multidisciplinary approach, including active participation in

group therapy, individual therapy and activity therapy. Patients and families receive education on specific disorders, medications and effective coping strategies. Services include:

- Comprehensive medical and psychological evaluation
- Individualized treatment plan
- Family participation
- Coping and life skill training
- Therapeutic exercise/stress reduction
- Art and expressive therapy
- Medication management and education
- Discharge planning

ATTACHMENT B – FEE SCHEDULE

The rates set forth below apply to FY 21/22 only.

2021/2022 Rate Structure

Contract rates are all inclusive of the professional fee and hospital stay.

Medi-Cal Beneficiaries

Activity	Rate
Per Diem Acute Facility Day Rate (Adult)	\$1,462/Day
Per Diem Acute Facility Day Rate (Older Adult)	\$1,488/Day
Per Diem Acute Facility Day Rate (Child/Adolescent)	\$1,609/Day
Administrative Day Services	\$864/Day

County Funded Clients - Non-Medi-Cal - No other Payer Source Available

Activity	Rate
Per Diem Acute Facility Day Rate (Adult)	\$1,462/Day
Per Diem Acute Facility Day Rate (Older Adult)	\$1,488/Day
Per Diem Acute Facility Day Rate (Child/Adolescent)	\$1,609/Day
Administrative Day Services	\$864/Day

Rate changes for FYs 22/23 and 23/24 shall be submitted, in writing, to the address below:

**Amador County Behavioral Health Dept.
Attn: Behavioral Health Director
10877 Conductor Blvd, Suite 300
Sutter Creek, CA 95685**

Said notice shall be provided at least thirty (30) days in advance of the rate change. Upon Behavioral Health Director’s written confirmation of receipt of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein.

This contract is not to exceed One Hundred Thousand and no/cents (\$100,000.00) per each fiscal year.

ATTACHMENT C – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is effective upon execution, and is appended to the Services Agreement (“Agreement”) dated as of _____, 2022, made and entered into by and between the County of Amador and Aurora Behavioral Healthcare (the “Contractor”).

RECITALS

A. Amador County has entered into the Agreement whereby Aurora Behavioral Healthcare, a corporation (“Business Associate”) will establish and implement appropriate privacy and security safeguards with respect to “protected health information” (as defined below) that the Business Associate may create, receive, maintain, transmit, use or disclose in connection with the services to be provided by the Business Associate to Amador County Behavioral Health Department (the “Covered Entity”), and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, (HITECH). All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

B. Under the terms of the Agreement, the Covered Entity may make available and/or transfer to the Business Associate, and/or the Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the Covered Entity.

C. This confidential information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including, but not limited to, 45 Code of Federal Regulations sections 164.502(e) and 164.504(e)] issued pursuant to HIPAA and the terms of this BAA, HITECH regulations, or more stringent provisions of State or Federal laws.

D. Pursuant to Amador County Board of Supervisors Resolution No. 04-253, the Director of the Amador County Health Services Department, Behavioral Health Division is duly authorized to execute a Business Associate Agreement with Contractor, as required by HIPAA.

NOW, THEREFOR, in consideration of the obligations, benefits, and compensation provided to Business Associate under the provisions of the Agreement, and in order to ensure that it remains valid and complies with HIPAA, the parties agree as follows:

1. Definitions.
 - a. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921]
 - b. Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule and the HITECH Act, including, but not

limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103

- c. Covered Entity shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103
- d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F. R. Section 164.501
- e. Electronic Protected Health Information shall mean Protected Health Information that is maintained in or transmitted by electronic media
- f. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921
- g. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164
- h. Individual shall have the same meaning as the term in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g)
- i. Minimum Necessary shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) and 164.514(d)
- j. Protected Health Information or PHI shall have the same meaning as the term in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity
- k. Subcontractor shall mean a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate
 - 1. Unsecured PHI shall have the same meaning as the term defined in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity

2. Business Associate's Obligations and Compliance with HIPAA Privacy and Security Rules. Business Associate acknowledges that it is directly required to comply with the HIPAA Rules and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this BAA, or as required by law. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties and obligations and in the exercise of the rights granted under this BAA, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to the BAA and the Agreement.

Permitted Uses and Disclosure Except as otherwise provided in this BAA, the Business Associate may use or disclose PHI to perform functions, activities or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA and its implementing regulations. The Business

Associate may use and disclose the minimum necessary PHI for its proper management, administrative, and legal responsibilities as follows: A. The Business Associate may use the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities.

B. The Business Associate may disclose the minimum necessary PHI for the Business Associate's proper management and administration, or to carry out the Business Associate's legal responsibilities only if:

- (1) The disclosure is required by law; or
- (2) The Business Associate obtains reasonable assurances, evidenced in writing, from the person to whom the PHI is being disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and
- (3) The person promptly notifies the Business Associate (who will in turn promptly notify the Covered Entity) of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. Further Disclosure of PHI. The Business Associate shall not use or further disclose any PHI that is created, received, maintained or transmitted on behalf of the Covered Entity, except as permitted or required by the Agreement, or as required by law.

4. Safeguarding PHI. The Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI that is created, received, maintained or transmitted on behalf of the Covered Entity for any purpose other than those expressly permitted under the Agreement. Business Associate agrees to comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information. Business Associate must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals. Destruction of Protected Health Information on paper, film or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed. Should any employee or subcontractor of Business Associate have direct, authorized access to computer systems of Covered Entity that contain PHI, Business Associate shall immediately notify Covered Entity of any change of such personal in order for Covered Entity to disable the previously authorized access.

5. Unauthorized Use or Disclosure of PHI. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers, subcontractors, agents or other representatives. Following a breach, security incident, or any unauthorized access, use or disclosure of PHI, Business Associate agrees to take any and all corrective action

necessary to prevent recurrence, to document any such action, and to make this documentation available to Covered Entity. Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or other as may be required by law. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, Business Associate shall cooperate with and coordinate with Covered Entity to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting. The Business Associate shall report to the Covered Entity any use or disclosure of the PHI not authorized in the Agreement or required by law of which it becomes aware, including any breach as required in Section 164.410 or security incident. In such report, the Business Associate shall:

- A. Identify the nature of the unauthorized use or disclosure;
- B. Identify the PHI used or disclosed;
- C. Identify who made the unauthorized use or received the unauthorized disclosure;
- D. Identify what the Business Associate has done or will do to mitigate any negative effects of the unauthorized use or disclosure;
- E. Identify what corrective action the Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and
- F. Provide such other information, including a written report, as reasonably requested by the Covered Entity.

6. Subcontractors and Agents. The Business Associate shall require each of its subcontractors or agents to which the Business Associate provides PHI that is created, received, maintained or transmitted by the Business Associate on behalf of the Covered Entity, to comply with the same restrictions and conditions that apply through this BAA to the Business Associate with respect to such information, including the requirement to immediately notify the Business Associate of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

7. Access to PHI. The Business Associate shall provide an Individual access to PHI in a Designated Record Set as required by 45 Code of Federal Regulations section 164.524; and at the request of the Covered Entity, and in the time and manner designated by the Covered Entity,

the Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual.

8. Amendments to Designated Record Sets. The Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or at the request of the Individual, and in the time and manner designated by the Covered Entity in accordance with 45 Code of Federal Regulations section 164.526. If amendment to PHI is made by the request of an Individual to the Business Associate, the Business Associate shall notify the Covered Entity.

9. Accounting of Disclosure. Business Associate shall provide to an Individual information collected in accordance with 45 Code of Federal Regulations section 164.528; and Business Associate shall provide to the Covered Entity information collected in accordance with 45 Code of Regulations section 164.528, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

10. Inspection of Books and Records. The Business Associate shall make available its internal practices, books and records related to the use, disclosure and privacy protection of PHI received from the Covered Entity, or created and received by the Business Associate on behalf of the Covered Entity, available to any state or federal agency, including the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with the privacy requirements and any related regulations or official guidance, in the time and manner designated by the Covered Entity or the Secretary. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures and documentation to determine compliance with the terms of this BAA. Business Associate shall promptly correct any violation of this BAA found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this BAA.

11. Return or Destruction of PHI. Upon termination of the Agreement for any reason, the Business Associate shall:

A. Return or destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information, if feasible.

B. In the event that the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide the Covered Entity notification of the conditions that make return or destruction not feasible. If the Covered Entity agrees that return or destruction is not feasible, the Business Associate shall extend the protections of this BAA to such PHI and limit further use and disclosures of such PHI

for as long as the Business Associate, or any of its agents or subcontractors, maintains such PHI for the purposes that make return or destruction infeasible.

12. Termination of Agreement. If the Covered Entity determines that the Business Associate has violated a material term of this BAA, the Covered Entity is authorized to terminate the Agreement.

13. Amendment. The terms of this BAA are subject to changes in the Health Insurance Portability and Accountability Act that may take effect at a time subsequent to the effective date of this BAA, and which shall be incorporated into this BAA by way of amendment executed by and between the Covered Entity and the Business Associate.

14. Conflicts. The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of Agreement shall remain in full force and effect.

15. Conflict of Interest. Business Associate shall not utilize in the performance of the Contract any State officer or employee of the State civil service or other appointed State Official unless the employment, activity or enterprise is required as a condition to the officer's or employee's regular State employment (Pub. Con. Code 10410; 42 C.F.R. 438.3(f)(2).) The Business Associate shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest. (MHP Contract. Ex.A. Att. 1)

IN WITNESS WHEREOF, the Covered Entity and the Business Associate execute this Business Associate Agreement to be effective on the last date signed below.

Amador County Behavioral Health
Department ("Covered Entity")

Aurora Behavioral Healthcare (Business
Associate)

By: 
Melissa Cranfill
Director of Behavioral Health Department

By: 
Chad Hickerson
CEO

Date: 1/27/2022

Date: _____



GENERAL SERVICES ADMINISTRATION

DEPARTMENT OF GENERAL SERVICES CONTRACT & PURCHASING SERVICES DIVISION

EXEMPTION REQUEST TO COMPETITIVE BID/PROPOSAL & DISCLOSURE STATEMENT

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

1. There is only one specific supply or service that can reasonably meet your needs.
2. There is only one vendor/contractor who can reasonably provide that supply or service.

Requesting Department: Behavioral Health

Date of Request: 03/12/2024

Contact Name: Karen Vaughn

Phone: 209-223-6394

Estimated Total Cost: \$ 150,000/per fiscal year

Proposed Vendor: Aurora Santa Rosa Hospital

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

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

Sole Source: Item is available from only one vendor. Item is one-of-a-kind item and is not sold through distributors. Manufacturer is a sole distributor.

Sole Brand: Various vendors can supply the specified model and brand and competitive bid/proposal will be solicited for the brand requested only.

Exceptions: Services or goods of a unique nature where competition would for any reason be impractical, impossible and not in the public's best interest: Check those that apply.

- Expert or specialized professional services
- Legal printing
- Legal services
- Emergency
- Existing public contract
- Insurance
- Existing contract
- Other, define below

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

- a. The requested product is an integral repair part or accessory compatible with existing equipment.
- b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

- c. The requested product is standardized in accordance with Section 3.08.260 and the use of another brand/model would require considerable time and funding to evaluate and change.
- d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.
- e. The requested product is used or demonstration equipment available at a lower-than-new cost.
- f. Repair/Maintenance service is available only from manufacturer or designated service representative.
- g. Upgrade to or enhancement of existing software is available only from manufacturer.
- h. Service proposed by vendor/contractor is unique; therefore, competitive bids/proposals are not reasonable or applicable. Describe below the unique qualifications, rights, licenses, etc. this vendor/contractor possesses and the distinctive service to be provided
- i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

This contractor will provide professional services for clients of Amador County. Clients admitted to this inpatient psychiatric facility, would have first been admitted to a hospital emergency room in crisis and are deemed a 5150. Multiple hospitals are required to contract with due to the need of open beds for emergency client admissions.

3. Was an evaluation of other equipment, products, or services performed? Yes No
If yes, please provide all supporting documentation.

These services have been evaluated and determined to be unique due to limited availability in providing service to clients with serious psychiatric impairments. In addition, multiple similar services are sometimes needed in order to guarantee bed space or clinical and professional support for the County. The specific unique needs and requirements for utilizing Aurora Santa Rosa Hospital are determined by Behavioral Health professionals. This is also a hospital certified to take Amador County medi-cal Clients.

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if any potential Conflict of Interest is known.

Melissa Cranfill, LCSW

CERTIFICATION:

I am aware of Amador County polices and laws concerning purchasing procedures and requisitioning. As an approved department representative, I have gathered technical information and have made a concentrated effort to review comparable/equal equipment and/or services. This is documented in this justification. I further declare there is no real or potential Conflict of Interest and have: 1) received no income or gifts from this vendor/contractor and; 2) no financial interests in this company and; 3) no other type of business relationship with this vendor/contractor and; 4) to the best of my knowledge no member of my staff or near relative has any financial interest in this company. I hereby certify as to the validity of the information and feel confident this justification for sole source/sole brand/exception is accurate and appropriate for this acquisition.

This form was completed by:

DEPARTMENT APPROVAL: Meh Cpl USW 3/16/2024
Dept. Head (or Auth. Rep.) / Date

PROCUREMENT APPROVAL: Jim Harkin 3.18.2024
Procurement Officer / Date

Procurement Officer Use Only <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Purchase Order <input type="checkbox"/> On Account <input type="checkbox"/> BOS Approval Required

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is essential for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for consistent and reliable data collection processes to support informed decision-making.

3. The third part of the document focuses on the role of technology in data management and analysis. It discusses how modern software solutions can streamline data collection, storage, and reporting, thereby improving efficiency and accuracy.

4. The fourth part of the document addresses the challenges associated with data management, such as data quality, security, and privacy. It provides strategies to mitigate these risks and ensure that data is used responsibly and ethically.

5. The fifth part of the document concludes by summarizing the key findings and recommendations. It stresses the importance of ongoing monitoring and evaluation to ensure that data management practices remain effective and up-to-date.

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: October 22, 2024

SUBJECT

General Services Administration: ITB 24-17 Amador County District Attorney's Office Security Cameras

Recommendation:

1) Award Invitation to Bid 24-17 Amador County District Attorney's Office Security Cameras in the amount of \$86,531.61 with a 5% contingency (\$4,326.58) to AMS.NET LLC dba. MGT Impact Solutions., located in Livermore, CA.

2) Authorize the Board Chairman to sign the Construction Contract based upon the standard sample contract (attached) contingent upon County Counsel and the GSA Director's approval.

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, Greg Gillott

ATTACHMENTS

- [ITB 24-17 Project Approval Board Memo 10.8.24.pdf](#)
- [ITB 24-17 Bid Receipt 10.3.24.pdf](#)
- [ITB 24-17 Evaluation of Bids 10.7.24.pdf](#)
- [ITB 24-17 Construction Contract 10.8.24.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 *MO*

DATE: October 9, 2024

SUBJECT: ITB 24-17 Amador County District Attorney's Office Security Cameras

Bids for ITB 24-17 Amador County District Attorney's Office Security Cameras were opened and read publicly on Thursday October 3, 2024, at 1:30 PM. See attached Bid Receipt Log.

Analysis: Five Bids were received. The Base bid submitted by the lowest bidder, AMS.NET LLC dba. MGT Impact Solutions., located in Livermore, CA was for \$86,531.61. Bids were evaluated by myself, and I found all five bids to be responsive; see attached Bid Evaluation Sheet.

Alternatives: None recommended.

Fiscal Impact or Staffing Impacts: District Attorney's Office will pay for the project using 2120-56200, Fixed Assets. No impact on staffing.

4/5ths vote: N/A

Recommendation: 1) Award Invitation to Bid 24-17 Amador County District Attorney's Office Security Cameras in the amount of \$86,531.61 with a 5% contingency (\$4,326.58) to AMS.NET LLC dba. MGT Impact Solutions., located in Livermore, CA and; 2) Authorize the Board Chairman 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 Sheet
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 24-17

Project Title: AMADOR COUNTY DISTRICT ATTORNEY'S OFFICE SECURITY CAMERAS

BID/RFP DUE DATE: 10/3/2024

DUE TIME: 1:30 PM

FACILITATOR: District Attorney's Office

LOCATION: 12200-B Airport Road, Martell, CA 95654

PERSONNEL: Danielle Whitaker & Shantell Kinslee

No.	Vendor Information	Amount
1	Vendor Name: <u>AMS.net</u> City/State: <u>Livermore, CA</u> Date/Time Received: <u>10-2-24 @ 9:01 am</u> Received By: <u>SK</u>	\$ <u>86,531.61</u>
2	Vendor Name: <u>RFI</u> City/State: <u>Sacramento, CA</u> Date/Time Received: <u>10-2-24 @ 2:19 pm</u> Received By: <u>SK</u>	\$ <u>94,705.00</u>
3	Vendor Name: <u>GIGAKOM</u> City/State: <u>San Diego, CA</u> Date/Time Received: <u>10-3-24 @ 8:48 am</u> Received By: <u>SK</u>	\$ <u>100,132.54</u>
4	Vendor Name: <u>HCI Systems, Inc.</u> City/State: <u>Sacramento, CA</u> Date/Time Received: <u>10-3-24 @ 9:29 am</u> Received By: <u>SK</u>	\$ <u>93,450.00</u>

No.	Vendor Information	Amount
5	Vendor Name: <u>Bockmon & Woody</u> City/State: <u>Stockton, CA</u> Date/Time Received: <u>10-3-24 @ 1:06 pm</u> Received By: <u>SK</u>	\$ <u>98,969.00</u>
6	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	\$ _____
7	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	\$ _____
8	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	\$ _____
9	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	\$ _____
10	Vendor Name: _____ City/State: _____ Date/Time Received: _____ Received By: _____	\$ _____

BID EVALUATION

Bid Division: **Facilities & Projects a division of General Services**
 Project Name: **Amador County District Attorney's Office Security Cameras**
 Bid No.: **ITB 24-17**

Note: Unless otherwise noted below, all bid packages were sealed and delivered to
 GSA in Martell at or before 1:30 PM on October 3, 2024.

Apparent Low Bidder: AMS.NET LLC dba: MGT Impact Solutions

Bidder Name	GigaKOM	AMS.NET LLC dba: MGT Impact Solutions	RFI Enterprises Inc. dba: RFI Communication & Security Systems	HCI Systems, Inc.	Bockmon & Woody Electric Co., Inc.
Base Bid Price (As submitted)	\$100,132.54	\$86,531.61	\$94,705.00	\$93,450.00	\$98,969.00
Total Bid Amount (As submitted)	\$100,132.54	\$86,531.61	\$94,705.00	\$93,450.00	\$98,969.00
Bid Price (As confirmed by staff)	\$100,132.54	\$86,531.61	\$94,705.00	\$93,450.00	\$98,969.00
Attended Mandatory Conference	✓	✓	✓	✓	✓
Copy of Contractors License	✓	✓	✓	✓	
Cashier's or certified check payable to County, or bid bond	✓	✓	✓	✓	✓
Bid Form Complete / Consistent	1	✓	✓	✓	✓
Exceptions to Bid Conditions and/or Specifications	✓	✓	✓	✓	✓
Bidders Acknowledgement Form	2	✓	✓	✓	✓
Reference Form	✓	✓	✓	✓	✓
Addendums 1, 2 & 3, signed	4	✓	6	✓	✓
Contact Information Form	✓	✓	✓	✓	✓
Guaranty	✓	✓	✓	✓	✓
Subcontractor Listing Form	3	✓	5	✓	✓
Minimum Wage Rate Certification	✓	✓	✓	✓	✓
Bidder's Declaration	✓	✓	✓	7	✓
Non-Collusion Affidavit (notarized per Public Contract Code Sec.7106)	✓	✓	✓	✓	✓
Declaration Re: Disqualification, Removal, or Prevention from Bidding.	✓	✓	✓	✓	✓
Public Contract Code 10232 Statement	✓	✓	✓	✓	✓
Public Contract Code Section 10162 Questionnaire	✓	✓	✓	✓	✓

✓ Submitted and Acceptable

Notes: Information reviewed by Facilities and Projects Manager

1	Bid Amount is different than the Total Bid Amount.
2	Addendum #2 has incorrect date.
3	Only sub listed did not supply CSLB #, DIR registration is expired and license type is listed as Secretary of State # C4563339
4	Addendum #2 is missing.
5	DIR number wasn't registered with DIR website, license type not listed.
6	Missing all addendums.
7	Documents not dated.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (this “Contract”) is made this _____ day of _____, 2024, by and between AMS.NET LLC dba. MGT Impact Solutions (“Contractor”), whose place of business is located at 502 Commerce Way, Livermore, CA 94551; and the County of Amador, a political subdivision of the State of California (“County”).

WHEREAS, County awarded to Contractor the following contract:

Bid No.: **24-17**
Job Title: **Amador County District Attorney’s Office Security
Cameras**

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 District Attorney’s Office Security Cameras, 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 **Five (5)** 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 **\$86,531.61**, 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. **24-17**.
 - b. Sample 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"):

Camera Location Plans (two sheets)
Division 1 Work Restrictions
Division 28 Video Surveillance Section 28 20 00
 - k. Construction Performance Bond – Attachment C.
 - l. Construction Labor and Material Payment Bond - Attachment D.
- 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: Amador County General Services, Facilities & Projects Manager, at 12200 B Airport Road, Jackson, CA 95642. 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: AMS.NET, LLC.
 dba MGT Impact Solutions
 502 Commerce Way
 Livermore, CA 94551

To County: Jon Hopkins
 Director of General Services
 12200-B Airport Rd.
 Jackson, CA 95640

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

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

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 _____, 2024, 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 District Attorney’s Office Security Cameras located at 708 Court Street, Jackson, CA 95642 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 _____, 2024, at _____, California.

(Personal signature of individual who is verifying contents of release)

ATTACHMENT C

CONSTRUCTION PERFORMANCE BOND

This Construction Performance Bond (“Bond”) is dated _____, 2024, 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 District Attorney’s Office Security
Cameras Bid No. 24-17**
Location: **Amador County, 708 Court Street, Jackson,
CA 95642**

Construction Contract dated _____, 2024 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 _____, 2024, 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 District Attorney’s Office Security
Cameras Bid No. 24-17**
Location: **Amador County, 708 Court Street,
Jackson, CA 95642**

Construction Contract dated _____, 2024 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: Public Health

Meeting Date: October 22, 2024

SUBJECT

Approval of the FY 24-25 CHVP Annual Funding Allocation for the California Home Visiting Program for the Public Health Department.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Please return signed documents to Claudia at Public Health

ATTACHMENTS

- [2024.10.22 CHVP SGF EBHV 24-03 MEMO - SIGNED.pdf](#)
- [2024.10.22 CHVP SGF EBHV 24-03 AFA Submission Portfolio.pdf](#)
- [2024.10.22 CHVP SGF EBHV 24-03 2 Agency Information Form FY24-25.pdf](#)



Amador County Public Health

10877 Conductor Blvd., Ste. 400, Sutter Creek, CA 95685
Phone (209) 223-6407, Fax (209) 223-1562
publichealth@amadorgov.org



MEMORANDUM

Date: 10/22/2024

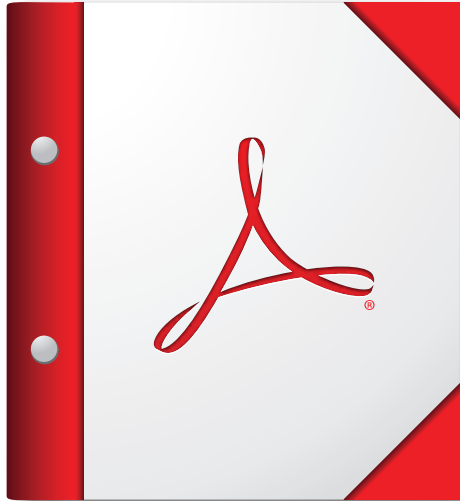
To: Amador County Board of Supervisors

From: Joanne Hasson, Public Health Director

RE: Request item be placed on Board of Supervisor's Agenda for October 22, 2024

Request the approval for the FY 24-25 Annual Funding Allocation for California Home Visiting Program, State General Funds, Evidence-Base Home Visiting.

This program will fund staff to go into the community and assist families in need by implementing the evidence-based Parents as Teacher model to families from pregnancy through kindergarten to facilitate positive parenting and proper child development.



For the best experience, open this PDF portfolio in Acrobat X or Adobe Reader X, or later.

[Get Adobe Reader Now!](#)

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION**

**FUNDING AGREEMENT PERIOD
FY 2023-2028**

AGENCY INFORMATION FORM

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are **required to submit information when updates occur** during the fiscal year. Updated submissions do not require certification signatures.

AGENCY IDENTIFICATION INFORMATION

Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

Please enter the agreement or contract number for each applicable program

CHVP SGF EBHV 24-03

Update Effective Date: _____ (only required when submitting updates)

Federal Employer ID#: 94-6000505

FISCAL ID#: 28201

Complete Official Agency Name: Amador County Public Health

Business Address: 10877 Conductor Blvd. Suite 400, Sutter Creek, CA 95685

Agency Phone: 209-223-6407

Agency Fax: 209-223-1562

Agency Website: <https://www.amadorgov.org/services/public-health>

**AGREEMENT FUNDING APPLICATION
POLICY COMPLIANCE AND CERTIFICATION**

Please enter the agreement or contract number for each of the applicable programs

CHVP SGF EBHV 24-03

Update Effective Date: _____ (only required when submitting updates)

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that this Maternal, Child and Adolescent Health (MCAH) program will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration. I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related program violates any of the above laws, regulations and policies with which it has certified it will comply.

Original signature of official authorized to commit the Agency to a CHVP Agreement

Signature line: _____

Name (Print): Brian Oneto

Title: Chairman, Board of Supervisors

Date: _____

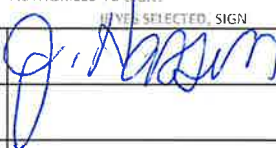

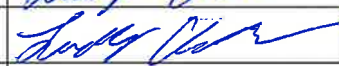
Original Signature of MCAH Director

Signature line: _____

Name (Print): Davina Edmonson

Title: MCAH Director

Date: _____

CONTACT	FIRST NAME	LAST NAME	TITLE	BUDGETS	INVOICES	AUTHORIZED TO SIGN? INVOICE SELECTED SIGN	PHONE	EMAIL ADDRESS	GROUP INITIATIVE
AGENCY EXECUTIVE DIRECTOR	Joanne	Hasson	Public Health Director	Yes	Yes		209-223-6677	lhasson@amadorgov.org	SGF EBHV
MCAH DIRECTOR	Davina	Edmonson	Public Health Nurse I	No	No		209-223-6789	dedmonson@amadorgov.org	SGF EBHV
PROJECT COORDINATOR	Davina	Edmonson	Public Health Nurse I	No	No		209-223-6789	dedmonson@amadorgov.org	SGF EBHV
FISCAL OFFICER	Lindsey	Clark	Program Manager	Yes	Yes		209-223-6696	lclark@amadorgov.org	SGF EBHV
FISCAL CONTACT	Lindsey	Clark	Program Manager	Yes	Yes		209-223-6696	lclark@amadorgov.org	SGF EBHV
CLERK OF THE BOARD or	Jennifer	Burns	Clerk of the Board	No	No		209-223-6470	jburns@amadorgov.org	SGF EBHV
CHAIR BOARD OF SUPERVISORS	Brian	Oneto	Chairman of the Board	No	No		209-223-6470	boneto@amadorgov.org	SGF EBHV
OFFICIAL AUTHORIZED TO COMMIT AGENCY	Brian	Oneto	Chairman of the Board	No	No		209-223-6470	boneto@amadorgov.org	SGF EBHV
ADDITIONAL CONTACTS									
									SGF EBHV
									SGF EBHV

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

REMITTANCE ADDRESS	
Federal ID #:	94-6000505
FISCAL ID #:	28201
Contractor:	Amador County Public Health
Attention: "Cashier"	Lindsey Clark
Address:	10877 Conductor Blvd., Suite 400, Sutter Creek, CA 95685
Contact Number:	209-223-6696
Email:	lclark@amadorgov.org

Either party may make changes to the information above by giving written notice to the other party.

Said changes shall not require an amendment to this agreement, but will require a new STD204 Payee Data Record or CDPH9083 Government Agency Taxpayer Form.

Always include this remittance address on your invoice.

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 22, 2024

SUBJECT

2024 Citizen of the Year: Approval of Resolution recognizing Ralph Salinas as Citizen of the Year for 2024.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Board Clerk: Contact Tom Sage for pick up

ATTACHMENTS

- [RES 24-XXX Ralph Salinas_Citizen of the Year.docx](#)

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

IN THE MATTER OF:

RESOLUTION HONORING RALPH SALINAS AS) RESOLUTION NO. 24-xxx
CITIZEN OF THE YEAR FOR 2024)

WHEREAS, Ralph Gregory Salinas was born on November 30, 1949, to Ralph and Connie Salinas in San Francisco, CA; and

WHEREAS, Ralph was raised in San Francisco along with his twin brother Roger, and his sister Michelle, and graduated from Lincoln High School; and

WHEREAS, Ralph served in the United States Army, which included deployment to Vietnam, and promotion to the rank of Sergeant; and

WHEREAS, Ralph married his wife Carol in 1969 in Hawaii, celebrating 55 years of marriage in 2024; and

WHEREAS, Ralph and Carol have two children, Steve and Shannon, and are blessed with eight grandchildren: Dyllan, Eric, Breanna, Micah, Shane, Mallory, Steven and Sofia; and

WHEREAS, Ralph had a career working for Pacific Gas & Electric, first as a meter reader and later as a customer service manager, retiring with over thirty (30) years with the company; and

WHEREAS, Ralph moved to Amador County in the year 2000 and began volunteering and helping out in his community, including setting up lifeline alert systems for Amador Lifeline clients; and

WHEREAS, Ralph is a member of the *Amador Ukeamaniacs*, where he has helped and encouraged other ukulele players in the community, and performed at the ARC of Amador and Calaveras for persons with intellectual and developmental disabilities; and

WHEREAS, Ralph started volunteering with Amador STARS in 2012, transporting cancer patients to radiation and chemotherapy treatments, personally making hundreds of trips and driven thousands of miles, to assist cancer patients living in Amador County

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby adopt this resolution commending Ralph Salinas, who has been chosen as Amador County Citizen of the Year for 2024.

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 22nd day of October, 2024, by the following vote:

AYES:	Brian Oneto, Patrick Crew, Frank Axe, Richard Forster, Jeff Brown
NOES:	None
ABSENT:	None

Brian Oneto, Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the
(RESOLUTION NO. 24-133)

(10/08/24)

Board of Supervisors Agenda Item Report

Submitting Department: Public Health

Meeting Date: October 22, 2024

SUBJECT

Public Health requests the Approval of the Annual Foster Care Administration and Budgets for fiscal year 2024-2025

Recommendation:

Public Health requests the Approval of the Foster Care Administration and Budgets for fiscal year 2024-2025

4/5 vote required:

No

Distribution Instructions:

Please return signed documents to Claudia at Public Health

ATTACHMENTS

- [2024.10.22 Foster Care Memo - signed.pdf](#)
- [2024.10.22 Foster Care Budget - Agreement.pdf](#)



Amador County Public Health

10877 Conductor Blvd., Ste. 400, Sutter Creek, CA 95685
Phone (209) 223-6407, Fax (209) 223-1562
publichealth@amadorgov.org



MEMORANDUM

Date: 10/22/2024

To: Amador County Board of Supervisors

From: Joanne Hasson, Public Health Director

RE: FY24/25 Foster Care Budgets

Attached you will find the Foster Care Base, PMMO, Caseload Relief, and Foster Care Administration documents and budgets for fiscal year 2024-2025 for your approval.

The four programs contained within this budget submittal include Health Care Program for Children in Foster Care (HCPCFC), and Health Care for Children in Foster Care - Psychotropic Medication Monitoring & Oversight (HCPCFC-PMMO), Health Care Program for Children in Foster Care - Caseload Relief (Caseload Relief), and Foster Care Administration. All four 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 HCPCFC was established in 2000 and PMMO was added in 17 /18, Caseload Relief was added in 22/23, and Foster Care Administration was newly added this fiscal year 24/25.

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 daily time study completed by all personnel in each of the respective programs.

Recommended Action: Approve as presented.

Health Care Program for Children in Foster Care

Agency Information		County/City:	Fiscal Year:	
Street Address:	10877 Conductor Blvd, Sutter Creek, CA	Amador	2024-25	
City:	Sutter Creek, CA	Health Officer Name:	Rita H. Kerr	
Zip Code:	95685	HCPFCFC Central Email Address:	publichealth@amadorgov.org	
Authorized HCPFC 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 HCPFC Program Staff				
Name:	Title:	Support Staff	PHN	Email:
1 Joanne Hasson	Public Health Director	No	Yes	jhasson@amadorgov.org
2 Danae Littlefield	c Health Nurse II, RN, BSN,	No	Yes	dlittlefield@amadorgov.org
3 Kelli Deboard	Case Management Registrar	Yes	No	kdeboard@amadorgov.org
4 Patty Orey	Program Coordinator	Yes	No	porey@amadorgov.org
5 Vacant	Public Health Nurse I	No	Yes	
6				
7				
8				
9				
10				

View additional rows by selecting the "+" to the left.

Certification Statement	
County/City:	Amador
Fiscal Year:	2024-25

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, including the Integrated Systems of Care Plan and Fiscal Guidelines Manual. I further agree that this HCPFC may be subject to sanctions or other remedies if this HCPFC violates any of the above.

Joanne Hasson	HCPFC/County Authorized Representative	<i>Joanne Hasson 10/11/24</i>	Signature	Date
Brian Oneto	Local Governing Body Chairperson Name,		Signature	Date

Health Care Program for Children in Foster Care

Amador County/City Name: 2024-25 Fiscal Year: 3

Column	1A	1B	1	2A	2	3A	3	I. Personnel Expenses					
								Name	Title	DSS	PHN		
	Joanne Hasson	Public Health I	No	Yes	0%	\$0	\$0	100%	0%	0%	0%	0%	0%
	Danae Littlefield	Public Health I	No	Yes	0%	\$0	\$0	100%	0%	0%	0%	0%	0%
	3 Kelli Deboard	Medical Case I	Yes	No	20%	\$76,697	\$15,339	100%	0%	0%	0%	0%	\$15,339
	4 Patty Orey	Program Coord	Yes	No	0%	\$85,803	\$0	100%	0%	0%	0%	0%	\$0
	5 Vacant	Public Health I	No	Yes	10%	\$52,000	\$5,200	100%	0%	0%	0%	0%	\$5,200
	6		0	0	0%	\$0	\$0	100%	0%	0%	0%	0%	\$0
	7		0	0	0%	\$0	\$0	100%	0%	0%	0%	0%	\$0
	8		0	0	0%	\$0	\$0	100%	0%	0%	0%	0%	\$0
	9		0	0	0%	\$0	\$0	100%	0%	0%	0%	0%	\$0
	10		0	0	0%	\$0	\$0	100%	0%	0%	0%	0%	\$0

View additional rows by selecting the "+" to the left.

Total Net Salaries and Wages		\$20,539		\$0		\$20,539	
Staff Benefits (Specify %)	52%	\$10,742	\$31,281	\$0	\$0	\$10,742	\$31,281
I. Total Personnel Expenses							
II. Total Operating Expenses (List in Narrative)		\$0	\$0	\$0	\$0	\$0	\$0
IV. Indirect Expenses (List in Narrative)							
1. Internal (Specify %)	0%	\$0	\$0	\$0	\$0	\$0	\$0
2. External (Specify %)	15%	\$3,425	\$3,425	\$3,425	\$3,425	\$3,425	\$3,425
IV. Total Indirect Expenses (List in Narrative)							
V. Total Other Expenses (List in Narrative)		\$0	\$34,706	\$0	\$0	\$0	\$34,706
Budget Grand Total		\$34,706	\$34,706	\$0	\$0	\$34,706	\$34,706

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 the 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.

Authorized HCPFC Signor Name, Title: Joanne Hasson
 Signature: Joanne Hasson 10/1/24
 Date: 10/1/24
 Budget Summary tables can be found on the "Summary Tables" sheet of this

Health Care Program for Children in Foster Care

Base Budget Narrative	
County/City Name: Amador	Fiscal Year: 2024-25

I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses
 Medical Case Management RN is the primary HCPFC nurse to oversee the caseload with the assistance of our part time PHN a position that is currently vacant. These staff are overseen by our PHN II who is funded through the HCPFC Admin budget.

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:	14.93% as approved by CDPH in the FY24/25 ICR.

V. Other Expenses Identify and Explain All Other Expense Line Items

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.

Authorized HCPFC Signor Name, Title: Joanne Hasson
 Signature: *Joanne Hasson*
 Date: 10/11/24

Health Care Program for Children in Foster Care

Psychotropic Medication Monitoring & Oversight Budget Worksheet

County/City Name: Amador Fiscal Year: 2024-25

Column	I. Personnel Expenses			Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
	#	Name	Title							
1	Joanne Hasson	Public Health I	No	Yes	\$146,836	\$0	0%	0%	100%	\$0
2	Danae Littlefield	Public Health N	No	Yes	\$99,814	\$0	0%	0%	100%	\$0
3	Kelli Deboard	Medical Case N	Yes	No	\$76,697	\$6,136	8%	0%	100%	\$6,136
4	Patty Orey	Program Coord	Yes	No	\$85,803	\$0	0%	0%	100%	\$0
5	Vacant	Public Health N	No	Yes	\$52,000	\$2,522	4.85%	0%	100%	\$2,522
6			0	0	\$0	\$0	0%	0%	100%	\$0
7			0	0	\$0	\$0	0%	0%	100%	\$0
8			0	0	\$0	\$0	0%	0%	100%	\$0
9			0	0	\$0	\$0	0%	0%	100%	\$0
10			0	0	\$0	\$0	0%	0%	100%	\$0

View additional rows by selecting the "+" to the left.

Total Net Salaries and Wages		\$8,658	\$8,658	\$0	\$0
Staff Benefits (Specify %)	52%	\$4,528	\$13,186	\$0	\$4,528
I. Total Personnel Expenses		\$13,186	\$13,186	\$0	\$13,186
II. Total Operating Expenses (List in Narrative)		\$0	\$0	\$0	\$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	\$0
2. External (Specify %)	15%	\$1,444	\$1,444	\$0	\$1,444
IV. Total Indirect Expenses (List in Narrative)		\$1,444	\$1,444	\$0	\$1,444
V. Total Other Expenses (List in Narrative)		\$0	\$0	\$0	\$0
Budget Grand Total		\$14,630	\$14,630	\$0	\$14,630

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.

Authorized HCPFC Signor Name, Title: Joanne Hasson
 Signature: *Joanne Hasson 12/11/24*
 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: 2024-25

I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses
 Medical Case Management RN is the primary HCPFC nurse to oversee the caseload with the assistance of our part time PHN a position that is currently vacant. These staff are overseen by our PHN II who is funded through the HCPFC Admin budget.

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:	14.93% as approved by CDPH in the FY24/25 ICR.

V. Other Expenses Identify and Explain All Other Expense Line Items

--	--

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.

Authorized HCPFC Signor Name, Title: Joanne Hasson
 Signature: *Joanne Hasson*
 Date: 10/11/24

Health Care Program for Children in Foster Care

Caseload Relief Budget Worksheet		Amador	2024-25
Column	1A	1B	1

#	Name	Title	DSS	PHN	I. Personnel Expenses			Total	Enhanced	Non-Enhanced	Total
					Public Health	Medical Case	Program Coord				
1	Joanne Hasson	Public Health	No	Yes	\$146,836	\$0	\$0	0%	100%	\$0	\$0
2	Danae Littlefield	Public Health	No	Yes	\$99,814	\$0	\$0	0%	100%	\$0	\$0
3	Kelli Deboard	Medical Case	Yes	No	\$76,697	\$6,903	\$0	9%	100%	\$6,903	\$0
4	Patty Orey	Program Coord	Yes	No	\$85,803	\$0	\$0	0%	100%	\$0	\$0
5	Vacant	Public Health	No	Yes	\$52,000	\$2,548	\$0	4.9%	100%	\$2,548	\$0
6	0	0	0	0	\$0	\$0	\$0	0%	100%	\$0	\$0
7	0	0	0	0	\$0	\$0	\$0	0%	100%	\$0	\$0
8	0	0	0	0	\$0	\$0	\$0	0%	100%	\$0	\$0
9	0	0	0	0	\$0	\$0	\$0	0%	100%	\$0	\$0
10	0	0	0	0	\$0	\$0	\$0	0%	100%	\$0	\$0

View additional rows by selecting the "+" to the left.

Total PHN FTE %	5%	0%	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Support Staff FTE %	9%	0%	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Net Salaries and Wages	\$9,451	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Staff Benefits (Specify %)	52%	\$4,943	\$0	\$4,943	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Total Personnel Expenses		\$14,394	\$0	\$14,394	\$0	\$0	\$0	\$0	\$0	\$0	\$0
II. Total Operating Expenses (List in Narrative)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
III. Total Capital Expenses (List in Narrative)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IV. Indirect Expenses (List in Narrative)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1. Internal (Specify %)	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2. External (Specify %)	15%	\$1,576	\$0	\$1,576	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IV. Total Indirect Expenses (List in Narrative)		\$1,576	\$0	\$1,576	\$0	\$0	\$0	\$0	\$0	\$0	\$0
V. Total Other Expenses (List in Narrative)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Budget Grand Total		\$15,970	\$0	\$15,970	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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 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.

Authorized HCPFC Signor Name, Title: Joanne Hasson
 Signature: *Joanne Hasson*
 Date: 10/11/24
 Budget Summary tables can be found on the "Summary Tables" sheet of this

Health Care Program for Children in Foster Care

Caseload Relief Budget Narrative	
County/City Name: Amador	Fiscal Year: 2024-25

I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses
 Medical Case Management RN is the primary HCPFC nurse to oversee the caseload with the assistance of our part time PHN a position that is currently vacant. These staff are overseen by our PHN II who is funded through the HCPFC Admin budget.

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:	14.93% as approved by CDPH in the FY24/25 ICR.

V. Other Expenses Identify and Explain All Other Expense Line Items

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.

Authorized HCPFC Signor Name, Title: Joanne Hasson
 Signature: *Joanne Hasson*
 Date: 12/11/24

Health Care Program for Children in Foster Care

Budget Summary												County/City:		Fiscal Year:		
												Amador		2024-25		
Funding Source:	Base				PMM&O				Caseload Relief				County/City-Federal			
A	B	C	D	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	\$31,281	\$0	\$31,281	\$13,186	\$0	\$13,186	\$14,394	\$0	\$14,394	\$0	\$0	\$0	\$0	\$0	\$0	
II. Total Operating Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$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	\$3,425		\$3,425	\$1,444		\$1,444	\$1,576		\$1,576	\$0		\$0	\$0		\$0	
V. Total Other Expenses	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	
Budget Grand Total	\$34,706	\$0	\$34,706	\$14,630	\$0	\$14,630	\$15,970	\$0	\$15,970	\$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	\$8,677	\$0	\$8,677	\$3,657	\$0	\$3,658	\$3,993	\$0	\$3,993	\$0	\$0	\$0	\$0	\$0	\$0	
Federal Funds (Title XIX)	\$26,030	\$0	\$26,030	\$10,972	\$0	\$10,973	\$11,978	\$0	\$11,978	\$0	\$0	\$0	\$0	\$0	\$0	
Budget Grand Total	\$34,706	\$0	\$34,706	\$14,630	\$0	\$14,630	\$15,970	\$0	\$15,970	\$0	\$0	\$0	\$0	\$0	\$0	

Joanne Hasson
 Authorized HCPCFC Signor Name, Title
 Signature: *Joanne Hasson 12/11/24*
 Date

Board of Supervisors Agenda Item Report

Submitting Department: Social Services

Meeting Date: October 22, 2024

SUBJECT

Social Services: Fiscal Year 2024/25 Transitional Age Youth (TAY) Program County Allocation Awards for Transitional Housing Program (THP) and Housing Navigation and Maintenance Program (HNMP).

Recommendation:

Review and adopt resolution to accept funding for THP and HNMP to continue the support of young adults, currently or former foster youth to secure stable housing.

4/5 vote required:

No

Distribution Instructions:

Emma Brettle

ATTACHMENTS

- [Memo Acceptance of TAY Funds.docx](#)
- [Resolution 24-XXX FY 24-25 TAY Resolution.docx](#)
- [Transitional Age Youth THP & HNMP Allocation Acceptance.pdf](#)

DEPARTMENT OF SOCIAL SERVICES

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



MEMO

Date: October 15, 2024

To: Amador County Board of Supervisors

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

Subject: Acceptance of the Transitional Age Youth Programs County Allocation Awards for Fiscal Year 2024/2025

The State Department of Housing and Community Development (HCD) has allocated funding to counties for use by county child welfare agencies under the Transitional Age Youth Programs for Fiscal Year 2024-2025. This includes funding for the Transitional Housing Program (THP) Round 6 and the Housing Navigation and Maintenance Program (HNMP) Round 3. The purpose of THP funding is to provide housing stability to help young adults 18 to 24 years of age secure and maintain housing, with priority given to young adults formerly in the foster care or juvenile probation systems. HNMP provides the support of housing navigators to help young adults up to 24 years of age secure and maintain housing with priority given to young adults currently or formerly in the foster care system.

Amador County DSS has accepted prior rounds of these funding opportunities. Amador County's FY 2024/2025 allocation for THP Round 6 is \$26,651. For HNMP Round 3, the FY 2024/2025 allocation is \$12,166.

Should the county elect to not accept these funds, the county's current and former foster youth would receive less support to secure stable housing.

RECOMMENDATION

It is recommended that Amador County accept the THP Round 6 and HNMP Round 3 funds and that Anne Watts, as Director of the Amador County Department of Social Services, be authorized to sign the associated allocation acceptance form.

Transitional Housing Program (THP) Round 6 and Housing Navigation and Maintenance Program (HNMP) Round 3

Joint Allocation Acceptance Resolution

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

IN THE MATTER OF: ROUND 6 TRANSITIONAL HOUSING PROGRAM AND ROUND 3 OF THE HOUSING NAVIGATION AND MAINTENANCE PROGRAM RESOLUTION NUMBER: 24-XXX

THIS RESOLUTION AUTHORIZES AN APPLICATION FOR, AND ACCEPTANCE OF, THE COUNTY ALLOCATION AWARD UNDER ROUND 6 OF THE TRANSITIONAL HOUSING PROGRAM AND ROUND 3 OF THE HOUSING NAVIGATION AND MAINTENANCE PROGRAM

WHEREAS, the State of California, Department of Housing and Community Development (“Department”) issued an Allocation Acceptance Form (the “THP Allocation Acceptance Form”), dated October 9, 2024 under Round 6 of the Transitional Housing Program (“THP”), authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2024 (Chapter 22 of the Statutes of 2024) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code .

WHEREAS, the Department issued an Allocation Acceptance Form (the “HNMP Allocation Acceptance Form”), dated October 9, 2024 under Round 3 of the Housing Navigation and Maintenance Program (“HNMP”) authorized by Item 2240-103-0001 of Section 2.00 of the Budget Act of 2024 (Chapter 22 of the Statutes of 2024) and Chapter 11.8 (commencing with Section 50811) of Part 2 of Division 31 of the Health and Safety Code .

The THP Allocation Acceptance Form and the HNMP Allocation Acceptance Form are collectively referred to as the “Allocation Acceptance Forms”.

WHEREAS, the Allocation Acceptance Forms relate to the availability of the funds under the THP and HNMP Programs; and

WHEREAS, the County of Amador (“County”) may be listed as an eligible applicant in the THP Allocation Acceptance Form, dated October 9, 2024, the County may also be listed as an eligible applicant in the HNMP Allocation Acceptance Form dated October 9, 2024.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the County of Amador does determine and declare as follows:

SECTION 1. That County is hereby authorized and directed to apply for and accept County’s allocation award, as detailed in the THP Allocation Acceptance Form, in the amount of

\$26,651.00 detailed and authorized in the THP Allocation Acceptance Form at the time this resolution is executed and authorized.

SECTION 2. That County hereby affirms that if THP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the THP program, the County is hereby authorized and directed to accept this additional allocation of funds (“Additional THP Allocation”) up to the amount authorized by Department but not to exceed \$53,302.00

SECTION 3. That County is hereby authorized and directed to apply for and accept County’s allocation award in the amount of \$12,166.00 as detailed in the HNMP Allocation Acceptance Form at the time this resolution is executed and authorized.

SECTION 4. That County hereby affirms that if HNMP funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance Form, and if the County is eligible for an additional allocation from the remaining funds for the HNMP program, the County is hereby authorized and directed to accept this additional allocation of funds (“Additional HNMP Allocation”) up to the amount authorized by Department but not to exceed \$24,332.00.

SECTION 5. That the Director of Social Services, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the THP Allocation Award and any Additional THP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the THP Program, including but not limited to a Standard Agreement, be awarded the THP Allocation Award, and any additional THP Allocation, and any amendments to such documents (collectively, the “THP Allocation Award Documents”).

SECTION 6. That the Director of Social Services, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the HNMP Allocation Award and any Additional HNMP Allocation, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to participate in the HNMP Program, including but not limited to a Standard Agreement, be awarded the HNMP Allocation Award, and any additional HNMP Allocation, and any amendments to such documents (collectively, the “HNMP Allocation Award Documents”).

SECTION 7. That County shall be subject to the terms and conditions that are specified in the THP and HNMP Allocation Award Documents, and that County will use the THP and HNMP Allocation Award funds, and any additional THP and HNMP Allocation funds, in accordance with the Allocation Acceptance Form, the THP and HNMP Allocation Award Documents, and any subsequent amendments or amendment thereto, as well as any and all other THP and HNMP requirements, or other applicable laws.

SECTION 8. That County affirms it has the discretion to accept any or all of the THP and HNMP program funds as detailed herein.

PASSED AND ADOPTED this 22nd day of October, 2024, by the following vote:

AYES _____

NOES _____

ABSTENTIONS _____

ABSENT _____

By: _____
BRIAN ONETO, Chairman, Board of Supervisors

STATE OF CALIFORNIA

County of Amador

I, Jennifer Burns, County Clerk of the County of Amador, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by the County Board of Supervisors on this 22nd day of October, 2024.

By: _____
JENNIFER BURNS, Clerk of the County of Amador, State of California

Transitional Housing Program (THP) Allocation Acceptance Round 6		Rev. 10/09/24
County Allocation (select Applicant County in row 7 below):		\$26,651
Pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2024 (Chapter 22 of the Statutes of 2024) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) shall allocate funding to counties for the purpose of housing stability to help young adults 18 to 24 years of age, inclusive, secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems.		
Housing First		
The Contractor shall certify to employ the core components of Housing First, pursuant to Welfare and Institutions Code Section 8255.		
Allocation Applicant		
Allocation Applicant is a County		Yes
Pursuant to Section 50807(b) of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to develop a formula allocation schedule for the purpose of distributing these funds to counties. The allocation is based on each county's percentage of the total statewide number of young adults 18 through 20 years of age in foster care and homeless unaccompanied young adults (ages 18 through 24).		
Applicant County	Amador County	
Legal name of Applicant as stated on resolution:		
Address	10877 Conductor Blvd., Suite 200	City Sutter Creek State CA Zip 95685
Auth Rep Name	Anne Watts	Title Director of Social Services Auth Rep Email awatts@amadorgov.org Phone 209 223 6625
Contact Name	Shannon Sutton	Title Housing Services Program Manager Email ssutton@amadorgov.org Phone 209 223 6613
Address	10877 Conductor Blvd., Suite 200	City Sutter Creek State Zip
Federal Tax ID Number (FEIN)	94-6000505	
Administrative Fiscal Representative		
Legal Name	Emma Brettke	Contact Name Emma Brettke Contact Email ebrettke@amadorgov.org
Phone	209 223 6737	Address 10877 Conductor Blvd., Suite 200 City Sutter Creek State CA Zip 95685
File Name:	App Resolution	Reference sample resolution document Attached to email? Yes
File Name:	App GovTIN Form	Reference Taxpayer Identification Number (TIN) document Attached to email? Yes
Use of Funds		
Funds shall be used to help young adults who are 18 to 24 years of age, inclusive, secure and maintain housing with priority given to young adults formerly in the state's foster care or probation systems. Use of funds may include, but are not limited to:		
1) Identify and assist housing services for this population in your community; 2) Assist this population to secure and maintain housing (with priority given to those in the state's foster care or probation system); 3) Improve coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care; and 4) Provide engagement in outreach and targeting to serve those with the most severe needs.		
Expenditure of Funds		
Any grant funds remaining unexpended as of two years from the "Effective Date" of the fully executed Standard Agreement as stated in the STD 213, paragraph 2, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 651 Bannon Street, 8th floor, Sacramento CA 95811 and must reference the Contract Number.		
Allocation Acceptance Requirements		
In order to accept and receive an allocation, applicants must submit the following: 1. Signed Allocation Acceptance form, 2. GovTIN Form, and 3. Signed Resolution. If Signed Resolution is not available by submittal date please include the scheduled date of Board of Supervisors meeting and anticipated date the Signed Resolution will be submitted to the Department. The Department will only accept applications electronically via email no later than 5:00 p.m. on:		
Friday, November 8, 2024 HCD will only accept applications electronically at the following email address: TAY@hcd.ca.gov		
Reporting Requirements		
Applicant acknowledges and agrees to submit a bi-annual report to the Department for the two years following contract execution addressing the following:		
A. Number of program participants served who were homeless at time of program entry; B. Number of program participants served who were in the State's foster care system; C. Number of program participants served who were formerly in the State's foster care or probation systems; D. Number of program participants who exited homelessness into temporary housing; E. Number of program participants who exited homelessness into permanent housing; F. Itemization on use of program fund expenditures; G. Who were the housing navigators or other subcontractor(s)? H. Subpopulation data including:		
1.Number of participants that are employed; 2.Number of participants identified as LGBTQ+; 3.Number of participants having a disability; 4.Number of participants with minor children in the household; and, 5.Average number of children per household.		
Certification		
On behalf of the entity identified in the signature block below, I certify that: The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct. I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above. In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.		
ANNE WATTS	Director of Social Services	Signature
Printed Name	Title of Signatory	Date
Name:	Anne Watts	Phone Number: 209 223 6625
Address:	10877 Conductor Blvd., Suite 200	City: Sutter Creek State: CA Zip: 95685

Housing Navigation and Maintenance Program (HNMP) Allocation Acceptance Round 3

Rev. 10/09/24

County Allocation (select Applicant County in row 7 below): **\$12,166**

Pursuant to item 2240-103-0001 of Section 2.00 of the Budget Act of 2024 (Chapter 22 of the Statutes of 2024) and Chapter 11.8 (commencing with Section 50811) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) shall allocate funding to counties for the support of housing navigators to help young adults 18 years and up to 24 years of age, inclusive, secure and maintain housing, with priority given to young adults currently or formerly in the foster care system.

Housing First

The Contractor shall certify to employ the core components of Housing First, pursuant to Welfare and Institutions Code Section 8255.

Allocation Applicant

Allocation Applicant is a County

Pursuant to Section 50811 of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to establish the formula allocation for the purpose of distributing these funds to counties. The formula allocation is based on each county's percentage of the total statewide number of young adults 17 through 21 years of age in the foster care and probation system. The allocation excludes Alpine and Mono counties because their calculation did not demonstrate need. The housing navigation and maintenance program for a county that accepts an allocation of money pursuant to this section shall provide training to its child welfare agency social workers and probation officers who serve nonminor dependents. The training shall address an overview of the housing resources available through the local coordinated entry system, homeless continuum of care, and county public agencies, including, but not limited to, housing navigation, permanent affordable housing, THP-Plus, and housing choice vouchers. The training shall also address how to access and receive a referral to existing housing resources, the social worker's and probation officer's role in identifying unstable housing situations for youth, and referring youth to housing assistance programs.

Applicant County	Amador County									
Legal name of Applicant as stated on resolution:	County of Amador									
Address	10877 Conductor Blvd., Suite 200		City	Sutter Creek	State	CA	Zip	95685		
Auth Rep Name	Anne Watts	Title	Director of Social Services	Auth Rep Email	awatts@amadorgov.org	Phone	209 223 6625			
Contact Name	Shannon Sutton	Title	Housing Program Manager	Email	ssutton@amadorgov.org	Phone	209 223 6613			
Address	10877 Conductor Blvd., Suite 200		City	Sutter Creek	State	CA	Zip	95685		
Federal Tax ID Number (FEIN)	94-60000505									
Administrative Fiscal Representative										
Legal Name	Emma Brettle	Contact Name	Emma Brettle	Contact Email	ebrettle@amadorgov.org					
Phone	209 223 6737	Address	10877 Conductor Blvd., Suite 200		City	Sutter Creek	State	CA	Zip	95685
File Name:	App Resolution	Reference sample resolution document					Attached to email?	Yes		
File Name:	App TIN	Reference Taxpayer Identification Number (TIN) document					Attached to email?	Yes		

Use of Funds

The HNMP program funds housing navigators for counties. The role of a housing navigator is to act as a housing specialist to assist young adults with their pursuits of locating available housing and overcoming barriers to locating housing. Housing navigation and maintenance activities may include, but are not limited to:

- 1) Assist young adults aged 18-24 years of age, inclusive, secure and maintain housing (with priority access given to young adults in the state's foster care system);
- 2) Provide housing case management which include essential services in emergency supports to foster youth;
- 3) Prevent young adults from becoming homeless; and
- 4) Improve coordination of serves and linkages to key resources across the community including those from within the child welfare system and the local Continuum of Care.

Expenditure of Funds

Any grant funds remaining unexpended as of two years from the "Effective Date" of the fully executed Standard Agreement as stated in the STD 213, paragraph 2, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 651 Bannon Street, 8th Floor, Sacramento CA 95811 and must reference the Contract Number.

Allocation Acceptance Requirements

In order to accept and receive an allocation, applicants must submit the following: 1. Signed Allocation Acceptance form, 2. GovTIN Form, and 3. Signed Resolution. If Signed Resolution is not available by submittal date please include the scheduled date of Board of Supervisors meeting and anticipated date the Signed Resolution will be submitted to the Department. The Department will only accept applications electronically via email no later than 5:00 p.m. on:

Friday, November 8, 2024

HCD will only accept applications electronically at the following email address:

TAY@hcd.ca.gov

Reporting Requirements

Applicant acknowledges and agrees to submit an bi-annual report to the Department for the two years following contract execution addressing the following:

- A.Number of program participants served with program funds;
- B.Itemization of use of program funds;
- C.Details on housing navigators and other subcontractors;
- D.Number of program participants served who were in the State's foster care system;
- E.Number of program participants who were homeless at time of program entry;
- F.Number of program participants who exited homelessness into temporary housing;
- G.Number of program participants who exited homelessness into permanent housing; and,
- H.Subpopulation data including:
 - 1.Number of participants that are employed;
 - 2.Number of participants identified as LGBTQ+;
 - 3.Number of participants with a disability;
 - 4.Number of participants with minor children in the household; and,
 - 5.Average number of children per household.

Certification

On behalf of the entity identified in the signature block below, I certify that:
 The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct.
 I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above.
 In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.

ANNE WATTS		Director of Social Services						
Printed Name		Title of Signatory		Signature		Date		
Name:	Anne Watts	Phone Number:	209 223 6625					
Address:	10877 Conductor Blvd., Suite 200		City:	Sutter Creek	State:	CA	Zip:	95685

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors

Meeting Date: October 22, 2024

SUBJECT

Airport Advisory Committee: Approval of the appointment of Charles H. Barfield as an Alternate Member representing District V on the subject Committee.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Board Clerk, Airport Manager, letter to applicant.

ATTACHMENTS

- [20241016082459.pdf](#)

COMMITTEE MEMBER APPLICATION FORM

Date **OCT 03 2024**

Please consider me for the following committee:
Airport Advisory Committee



NAME: **Charles H. Barfield**

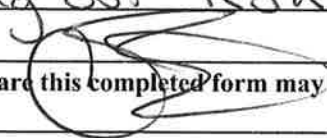
Mailing Address: **12861 Snake Ridge Rd Sutter Creek CA**

Physical Address: **Same**

Business Address: **Same**

Telephone - Home: **209-304-5078** Work: **209-223-2224**

Please state briefly your qualifications and why you are interested in serving on this committee (use additional sheet of paper, if necessary): **Me and my wife Lorna Barfield are pilots. We own a hangar at Westover field. We fly 200 plus hrs a year and travel all over the western United States. We see 50-70 small airports a year. I would like to be involved on the committee to share our experiences and ideas that can help Westover be around for future generations. I've been self employed in Amador County for over 25 years and both me and my wife are youthful ages of 45. We have many years of flying and helping our KTAQ live into the future.**

Signature 

*Please be aware this completed form may be released to any member of the public or media upon request.

<u>-FOR CLERKS USE ONLY-</u>	
Application Accepted	Application Rejected
Date Appointed	Committee Number
Term Expires	Supervisory District