AMADOR COUNTY BOARD OF SUPERVISORS

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

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

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

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

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.

REGULAR MEETING AGENDA

DATE: Tuesday, March 12, 2019
TIME: 9:00 AM
LOCATION: COUNTY ADMINISTRATION CENTER
BOARD OF SUPERVISORS CHAMBERS
810 Court Street
Jackson, CA 95642

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

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

1.a. County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, Judy Dias, Human Resource Director and Gregory Ramirez, IEDA. Employee Organization: All Units

Suggested Action: Discussion and possible action.

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

2.a. Claim of Gracie Ortega
Suggested Action: Discussion and possible action relative to existing litigation. {Government Code 54956.9(d)(2)}

2.b. Claim of Joshua Conder
Suggested Action: Discussion and possible action relative to anticipated litigation. {Government Code 54956.9(d)(2)}

3. CONFERENCE WITH COUNTY COUNSEL: INITIATION OF LITIGATION - {GOVERNMENT CODE 54956.9(D) (4)}

3.a. Buena Vista Rancheria
Suggested Action: Discussion and possible action relative to the initiation of litigation (Government Code 54956.9(d)(4)

4. CONFIDENTIAL MINUTES:

4.a. Confidential Minutes: Review and possible approval of the February 26, 2019 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 (#6) are considered routine and may be enacted by one motion. Any item may be removed for discussion and possible action, and made a part of the regular agenda at the request of a Board member(s).

5. REGULAR AGENDA:

5.a. Treasurer/Tax Collector: Merchant Agreement with Government Payment Service Inc (GovPayNet). GovPayNet provides the platform which allows governmental entities to accept credit card, debit card and echeck payments. This Agreement will allow all County Departments to accept these payments at no cost to the County. GovPayNet's fees are collected from the parties submitting payment to the County, through service fees. This is common practice throughout the State. The service fees charged by GovPayNet are comparable to the fees charged by it, and other companies, in other California counties. GovPayNet is currently utilized by Calaveras County and several other counties in California.
Suggested Action: Approve the Merchant Agreement and eCheck Services Rider with Government Payment Service, Inc., and authorize the Board Chairman to sign the subject Agreement.
GovPayNet Merchant Agreement.pdf

5.b. Update by the CAO on the County's PERS Obligations and upcoming payments
Suggested Action: For information only - no action required on this item
Amador PERS 101.pdf
CalPers Discount Rate Change Letter 01.19.17.pdf

5.c. Presentation by the CAO and Budget Director discussing status of the current (FY 18/19) budget and projections for the next fiscal year as the County begins the budgeting process
Suggested Action: Direct staff to begin the budget process with the assumptions and schedule that are presented today or with changes as directed by the Board.

5.d. Buena Vista Landfill Storm Impacts and Compliance Update
Suggested Action: Accept updates and authorize emergency pumping and hauling costs not-to-exceed $100,000. The funds will be paid out of the $300,000 budget increase approved previously.
Agenda Item_BVLF_3-6-2019.pdf

5.e. Public Works Agency: Discussion and possible action relative to Jackson Valley Road Multi-Way Stop Controlled Intersections Installation of Stop Signs
Suggested Action: 1. Direct staff to oversee installation of stop signs on Jackson Valley Road at the Intersection with Martin Lane, Camanche Road, and Oak Drive as multi-way stop control, as a temporary condition, while an ordinance is processed for adoption.
2. Direct staff to prepare and process an ordinance to codify changed traffic condition on Jackson Valley Road.
2019-3-6_JVR Stop Signs.pdf

5.f. Regional Traffic Mitigation Fee Program: Discussion and possible action relative to approval of Amendment #1 to the Amended and Restated Memorandum of Understanding between Amador County, its Cities, and Amador County Transportation Commission concerning the Regional Traffic Mitigation Fee Program.

Suggested Action: Pleasure of the Board.
4-City_County-Resolution Annual Report_FY_16_17.doc
2016.0121_MOU_FINAL_REVISED_W.Signatures_INCL_EXHIBITS.pdf
2019_MOU_Amendment 1_Clean.doc
2019_MOU_Amendment 1_Highlights.doc

5.g. Discussion and possible action relative to the hiring of an Economic Development Director for Amador County.
Suggested Action: Direction to staff regarding a pay range and approval of the job description is required in order to proceed if the Board so desires. Job Descriptions from similar positions in Yolo and Calaveras Counties are attached, along with a draft job description for Amador County.
Placer Econ Dev Dir.pdf
Yolo Econ Dev Dir.pdf
AMADOR ECONOMIC DEVELOPMENT DIRECTOR.docx

5.h. Minutes: Discussion and possible action relative to approval of the February 26, 2019 Board of Supervisors Meeting Minutes.
Suggested Action: Approval

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

6.a. Assessor: Secured Roll Corrections with values being decreased 50% of the original valuation.
Suggested Action: Approve
008-250-054-000.pdf

6.b. Sheriff's Office of Emergency Services: FY-18 Homeland Security Grant - This is a continuation of the Homeland Security Grant Program administered through the Department of Homeland Security (DHS) and sub-granted through the California Governor's Office of Emergency Services (Cal OES). Amador County was awarded $ 112,791 on October 1, 2018 for the Homeland Security Grant Program and Notification of Application Approval was received on February 19, 2019. This grant is 100% Federally funded and is paid back by Cal OES on a reimbursement basis.
Suggested Action: Approve Budget Increase

Fiscal Impact: Increase in Revenue/Budget
Budget Transfer Request, FY-18 Homeland Security Grant, js, 03.05.19.pdf
Notification of Subrecipient Award Approval, Amador, js, 10.30.18.pdf

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

6.d. Board of Supervisors: Resolution Proclaiming March 2019 as Red Cross Month in Amador County.

Suggested Action: Adopt resolution
Resolution Red Cross Month.docx

6.e. District Attorney: Resolution Recognizing and Honoring Thomas G. Sage, II upon his retirement from Amador County District Attorney's Office.
Suggested Action: Approve the Resolution
Resolution Sage Retirement 2019.docx

6.f. Sheriff's Office: California Department of Boating and Waterways fiscal year 19/20 agreement with Amador County Sheriff's Office to provide boating safety and enforcement within the County of Amador. This is an annual agreement wherein the state provides funding for the marine safety program managed by the Amador County Sheriff's Office on navigable waterways within Amador County. The funding amount for fiscal year 19/20 has been set by the state at $104,136.00.
Suggested Action: Approve agreement. Authorize Chairman's signature
B&W.pdf

6.g. Amador Fire Protection Authority: Measure M Distribution Formula FY 18-19 as approved at the January 17, 2019 AFPA Board meeting.
Suggested Action: Approve
Measure M Distribution Formula FY 2018-19.pdf

6.h. Human Resources: Revised Employment, Harassment, Discrimination, and Retaliation Policy (2-100) incorporating revisions in State Law of the covered definitions. Conformation to those is an ongoing requirement.
Suggested Action: Approve the revised Employment, Harassment, Discrimination, and Retaliation Policy
Memo 3.12.19.pdf
Employment Harassment, Discrimination, and Retaliation Policy Rev 3.6.19.docx
Employment Harassment, Discrimination, and Retaliation Policy Rev 3.6.19 (Strikethrough & Underline).docx

6.i. Sheriff's Office: Elimination of the position of Dispatch Supervisor and one sworn sergeant position; and creation of an Administrative Lieutenant position as well as one Deputy Sheriff position (to backfill the eliminated sergeant position).
Suggested Action: Approval of recommended elimination and creation of positions within the Sheriff's office.
BOS.pdf

ADJOURNMENT: UNTIL TUESDAY, MARCH 26, 2019 AT 9:00 A.M. (CLOSED SESSION WILL BEGIN AT 8:30 A.M.)

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors
Meeting Date: March 12, 2019

SUBJECT
County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County Administrative Officer, Judy Dias, Human Resource Director and Gregory Ramirez, IEDA. Employee Organization: All Units

Recommendation:
Discussion and possible action.

4/5 vote required:
No

Distribution Instructions:
N/A

ATTACHMENTS

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Board of Supervisors Agenda Item Report

Submitting Department: County Counsel
Meeting Date: March 12, 2019

SUBJECT
Claim of Gracie Ortega

Recommendation:
Discussion and possible action relative to existing litigation. {Government Code 54956.9(d)(2)}

4/5 vote required:
No

Distribution Instructions:
BOS

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: County Counsel
Meeting Date: March 12, 2019

SUBJECT
Claim of Joshua Conder

Recommendation:
Discussion and possible action relative to anticipated litigation. {Government Code 54956.9(d)(2)}

4/5 vote required:
No

Distribution Instructions:
BOS

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: County Counsel
Meeting Date: March 12, 2019

SUBJECT
Buena Vista Rancheria

Recommendation:
Discussion and possible action relative to the initiation of litigation (Government Code 54956.9(d)(4)

4/5 vote required:
No

Distribution Instructions:
BOS

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors
Meeting Date: March 12, 2019

SUBJECT
Confidential Minutes: Review and possible approval of the February 26, 2019 Confidential Minutes.

Recommendation:
Approval

4/5 vote required:
No

Distribution Instructions:
None

ATTACHMENTS

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Board of Supervisors Agenda Item Report

Submitting Department: Treasurer-Tax Collector
Meeting Date: March 12, 2019

SUBJECT
Treasurer/Tax Collector: Merchant Agreement with Government Payment Service Inc (GovPayNet). GovPayNet provides the platform which allows governmental entities to accept credit card, debit card and echeck payments. This Agreement will allow all County Departments to accept these payments at no cost to the County. GovPayNet's fees are collected from the parties submitting payment to the County, through service fees. This is common practice throughout the State. The service fees charged by GovPayNet are comparable to the fees charged by it, and other companies, in other California counties. GovPayNet is currently utilized by Calaveras County and several other counties in California.

Recommendation:
Approve the Merchant Agreement and eCheck Services Rider with Government Payment Service, Inc., and authorize the Board Chairman to sign the subject Agreement.

4/5 vote required:
No

Distribution Instructions:
Treasurer/Tax Collector

ATTACHMENTS
- GovPayNet Merchant Agreement.pdf

MERCHANT AGREEMENT

This Merchant Agreement ("Agreement") is by, between and among:

COUNTY OF AMADOR
c/o TREASURER/TAX COLLECTOR
810 COURT STREET
JACKSON, CA 95642-2132

referred to herein as "Merchant"; Worldpay, LLC, for itself and its affiliates, a Delaware Limited Liability Company with a business address at 8500 Governors Hill Drive, Symmes Township, Ohio 45249 (hereinafter "Worldpay"); and Government Payment Service, Inc. (d/b/a "GovPayNet"), a Delaware corporation having a principal place of business at 7102 Lakeview Parkway West Drive, Indianapolis, Indiana 46268 ("GPS").

WHEREAS, GPS provides the "GovPayNet Payment Network," consisting of governmental entities that have each contracted with GPS to accept payments on their behalf made using credit cards and debit cards by their authorized users (individually, a "Cardholder" and collectively, "Cardholders") for transmission to such entities, and Merchant, in order to improve Merchant's services and enhance administration, desires to accept payments through GPS with such related support services as GPS provides; and

WHEREAS, the entities that establish and govern the rules, regulations and guidelines for the credit card and debit card systems such as Visa U.S.A., Inc. and MasterCard International Incorporated (collectively, the "Payment Type Organizations" or "PTOs") require that Merchant enter into a contractual relationship with an entity that is a member of the PTOs and agrees to comply with PTO rules and regulations ("PTO Rules") as they apply to credit and debit card transactions that are submitted to Worldpay by GPS on Merchant's behalf; and

WHEREAS, by Merchant executing this Agreement, Worldpay is made a party to this Agreement and Merchant understands that (i) Merchant has contracted with GPS to obtain certain processing services; (ii) GPS has agreed to be responsible for all or part of Merchant's obligations contained herein; and (iii) Merchant is fulfilling the PTO Rules.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Merchant, Worldpay, and GPS agree as follows:

1. **Recitals.**

The above recitals are by this reference incorporated into and made a part of this Agreement.

2. **Security and Compliance.**

2.1 Merchant acknowledges and agrees that certain PTO Rules apply to Merchant's acceptance of Cardholders' payments. Merchant further acknowledges and agrees that security standards and guidelines published by the Payment Card Industry ("PCI") Security Standards Council including PCI Data Security Standards ("DSS") are also applicable to Merchant's acceptance of payments from Cardholders. **In lieu of directly complying with all PTO Rules and PCI DSS requirements, Merchant may and hereby does appoint GPS as its agent to accept debit and credit cards and comply in full with all applicable PTO Rules and PCI DSS requirements, as they may be modified from time to time, on its behalf and GPS accepts such appointment subject to any limitations in this Agreement and any attachments hereto.** If any PTO requires an audit and/or forensic investigation due to an actual or suspected data security compromise event in connection with transactions processed hereunder, an audit and/or forensic investigation of GPS and its operations shall be sufficient for such purposes provided, however, that Merchant agrees to cooperate with such audit and/or forensic investigation as GPS may reasonably request.

2.2 Merchant acknowledges that any Cardholder personal information it obtains will be obtained lawfully, shall be retained only as necessary for the performance of Merchant's official duties, and will not be used by Merchant in violation of any PTO Rules or regulations or applicable law.

2.3 If at any time Merchant or GPS believes that Cardholder information has been compromised as a result of a breach of the GPS system, Merchant or GPS, as the case may be, must notify the other and GPS shall notify Worldpay, PTOs, Cardholders, and any other parties GPS is required to notify.

2.4 Merchant and GPS each additionally agrees to comply, at each party's expense, with all federal, state, and local laws and the requirements of regulatory agencies as they pertain to the respective parties' businesses and operations.

3. GPS Obligations

GPS will enable Cardholders to pay amounts owed to Merchant by doing the following:

3.1 GPS shall obtain on Merchant's behalf authorization to process a charge to the Cardholder's credit card account or debit such Cardholder's debit card account for purposes of funding payment(s) by such Cardholder to Merchant. Such charges or debits shall be subject to acceptance by the card issuer, PTO rules, and any other applicable laws or regulations.

3.2 GPS shall act on Merchant's behalf in accepting payments from Cardholders made by credit cards and debit cards at the service fees listed on Attachment "A" to this Agreement. Cardholder shall pay all service fees unless Merchant advises GPS Merchant intends to pay all or any part of the service fees in the manner provided in this Agreement. For any service fees Merchant elects to pay, Merchant shall follow the payment procedures described in Attachment "B" to this Agreement. Merchant hereby authorizes GPS to net and retain as GPS's sole compensation service fees paid by Cardholders in addition to the payment amounts. GPS may modify Cardholder fees at its sole option, providing Merchant with 30 days' notice of such modification and a revised attachment reflecting modified fees prior to imposing a new fee structure. Service fees are non-refundable.

3.3 GPS shall transmit payment transactions on Merchant's behalf to Worldpay for further processing and shall further direct Worldpay to transfer Merchant's portion of all settling funds received from PTOs to Merchant in accordance with then-standard GPS practices. GPS shall establish unique payment codes on its system for the routing of Cardholder funds to Merchant. Such codes shall be available to Cardholders through Merchant or by accessing GPS's services.

3.4 GPS shall be responsible for the safety and security of all Cardholder information it obtains (such as the customer's PTO account number, expiration date, and CVV2) in connection with the processing services provided under this Agreement. GPS will maintain proper security and responsibility for Cardholder data while it is in GPS's possession, all at GPS's sole cost in accordance with applicable PCI DSS requirements.

3.5 GPS shall be responsible for all chargebacks initiated not more than 120 days of the transaction. When a cardholder initiates a chargeback within 120 days of a transaction, it automatically results in a provisional credit to the cardholder from a GPS account. If GPS determines that a chargeback may be inappropriate, GPS expects Merchant to provide reasonable assistance in any challenge GPS makes to the chargeback. Merchant shall, on GPS's request, take reasonable measures to assist GPS in recovering the amount of the loss due to a chargeback resulting from fraud.

3.6 GPS reserves the right to charge Merchant for services or equipment beyond the scope of this Agreement, such as custom software development, non-GPS standard peripheral devices, and other services and support as the parties may agree upon from time to time.

3.7 GPS shall provide administrative support to Cardholders and to Merchant through a toll-free telephone help line and the Internet.

3.8 GPS shall provide Merchant with participation procedures, toll-free telephone numbers, web addresses, and promotional and instructional materials to market and explain the GPS service to

Cardholders, and shall train Merchant staff on how to access and use, and how to assist Cardholders to access and use the GovPayNet Payment Network.

3.9 GPS shall be responsible for all federal, state, and local taxes that may be imposed upon its services only.

4. Merchant Obligations

Merchant's continued participation in the GovPayNet Payment Network is conditioned upon the following:

4.1 Merchant understands and agrees that its cooperation in promoting use of the GovPayNet Payment Network is a significant consideration for Merchant and GPS entering into this Agreement. Merchant shall therefore (i) ensure that the appropriate employees participate in any GPS training or refresher training on the use and promotion of the GovPayNet Payment Network and its associated services; (ii) keep available for reference any user manuals and instructional materials GPS provides to Merchant; (iii) display logos, signage, literature, and other promotional and instructional materials that GPS provides and otherwise inform, encourage and assist Cardholders to use GPS for their payments to Merchant; and (iv) cooperate with all reasonable GPS requests to encourage greater use of the GovPayNet Payment Network. All marketing and promotion of GPS services by Merchant shall conform to guidelines provided by GPS from time to time.

4.2 Merchant shall provide telecommunication capabilities, such as telephone, facsimile, and Internet connections to enable Cardholders to access GPS from Merchant locations and enable GPS to communicate with Merchant. Further, Merchant shall be responsible for establishing and maintaining secure access at its locations to the GPS administrative system, including user identification, passwords and precautions for accessing all confidential information. GPS shall be entitled to rely on any communications or instructions initiated with Merchant's user identification, passwords or other security and identity tokens or devices. Merchant shall designate a primary contact and a secondary contact with which GPS may communicate on operational, technical, and administrative issues.

4.3 Merchant shall raise any claimed transaction or settlement errors with GPS within 12 months of the date of Merchant's receipt of the GPS report on which the claimed error appeared and shall otherwise follow the GovPayNet Payment Network participation procedures that GPS provides to Merchant, as such procedures may be updated from time to time. Merchant shall cooperate with GPS in the event of an overpayment to refund to GPS funds that GPS can demonstrate exceed Cardholder liabilities to Merchant.

4.4 Merchant shall provide GPS with prompt written notice of any change in the information Merchant provides to GPS necessary for Merchant's participation in the GovPayNet Payment Network, including but not limited to any change in its bank routing and account numbers.

4.5 In the event Merchant receives a payment from GPS that appears to have been obtained through the commission of civil or criminal fraud, Merchant shall cooperate in any resulting investigation.

5. Term and Termination

5.1 This Agreement shall become effective upon the date it has been executed by Merchant and GPS and shall continue for one year, automatically renewing for additional one year periods. Notwithstanding the foregoing, this Agreement shall terminate if and when Worldpay ceases to provide processing services to GPS or if terminated earlier as provided herein.

5.2 Merchant may terminate this Agreement upon 30 days' written notice to GPS and GPS shall promptly inform Worldpay of such termination. If at any time Merchant wishes to terminate the services of GPS but continue to process transactions under this Agreement through Worldpay, Merchant shall immediately upon GPS's cessation of services become directly responsible for complying with all duties hereunder Merchant had formerly assigned to GPS.

5.3 GPS may terminate this Agreement (a) upon 30 days written notice prior to its annual expiration date; (b) upon 30 days written notice if Merchant fails to comply with GPS procedures for participating in the GovPayNet Payment Network (subject to Merchant's reasonable opportunity to cure); or (c) immediately if Merchant fails to comply with any other term of this Agreement.

6. GPS and Worldpay Representations and Warranties

Each of Worldpay and GPS represents and warrants as follows:

6.1 This Agreement is valid, binding, and enforceable against the warranting party in accordance with its terms. Each party has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.

6.2 The employees, agents and subcontractors of Worldpay and GPS shall possess the education, knowledge and experience necessary to qualify them individually for the particular duties they perform.

6.3 During the performance of this Agreement, each of Worldpay and GPS shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class.

7. Merchant Representations and Warranties

Merchant has taken all administrative, legal and regulatory measures necessary for it to enter into this Agreement and this Agreement is valid, binding, and enforceable against Merchant in accordance with its terms. Merchant warrants that Merchant's decisions and instructions to GPS with respect to Cardholder responsibility for payment of all or any part of the Service Fee shall conform with applicable law.

8. Notices

All notices permitted or required by this Agreement shall be in writing and shall be given to the respective parties in person at or by first class U.S. Mail or by recognized courier directed to the address first stated in this Agreement, or if by facsimile, to GPS at (888) 665-4755 or if to Merchant to the facsimile number Merchant provides to GPS (in each case, with a hard copy following). Notices under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier and, if sent by facsimile, when such facsimile is transmitted to the number provided by the recipient and sender receives a confirmation of such facsimile.

9. Disclaimers and Limitation of Liability

9.1 The sole purpose of this Agreement is to enable Merchant to participate in the GovPayNet Payment Network. Merchant understands and agrees that GPS takes no responsibility that amounts GPS transmits in payment to Merchant will fully satisfy any obligation to Merchant, and that GPS does not guarantee any particular outcome or result other than the delivery of each Cardholder's payment to Merchant.

9.2 Other than the limited agency of GPS to accept payments for Merchant nothing in this Agreement establishes or creates any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

9.3 GPS shall be liable for losses or damages to Merchant to the extent provided herein only if they are caused directly by the gross negligence or willful misconduct of GPS.

9.4 Merchant bears all responsibility for administrative and official actions taken by Merchant. GPS accepts no liability whatsoever for Merchant actions taken based on payment information provided by GPS even if such information proves to be incorrect.

9.5 **THIS IS A CONTRACT FOR SERVICES. GPS LIABILITY TO MERCHANT IS LIMITED TO MAKING PAYMENTS TO MERCHANT IN THE AMOUNTS THAT GPS HAS INFORMED MERCHANT HAVE BEEN AUTHORIZED. THE GOVPAYNET PAYMENT NETWORK AND ANY INCIDENTAL GOODS AND RELATED SERVICES ARE PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS. GPS MAKES NO WARRANTIES THAT GPS SERVICES WILL BE ERROR FREE OR UNINTERRUPTED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER MERCHANT NOR GPS SHALL BE LIABLE FOR LOST REVENUES, PROFITS, INTEREST, GOOD WILL, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED BY THE OTHER PARTY IN CONNECTION WITH OR ARISING FROM SERVICES PERFORMED UNDER THIS AGREEMENT. WORLDPAY'S FUNCTION IS TO ACCEPT AND PROCESS MERCHANT'S TRANSACTIONS FROM GPS. WORLDPAY SHALL HAVE NO LIABILITY TO MERCHANT WHATSOEVER HEREUNDER.**

10. Publicity

GPS shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of Merchant.

11. Intellectual Property

Merchant acknowledges and shall not challenge GPS's ownership of GPS trademarks, service marks, trade names, patents, copyrights, or other intellectual property ("GPS Intellectual Property"). Merchant agrees that any Merchant use of GPS Intellectual Property shall be in accordance with GPS instructions and subject to the control, direction and approval of GPS; that any rights arising out of such use shall inure solely to the benefit of GPS; and that Merchant shall have no ownership or other interest in GPS Intellectual Property.

12. Miscellaneous Terms and Conditions

12.1 Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.2 Assignment. This Agreement may not be assigned, in whole or in part, by GPS or by Merchant without prior written consent of the other party, which consent shall not be unreasonably withheld.

12.3 Force Majeure. All parties are excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the parties including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, or similar occurrences.

12.4 Governing Law. All matters of contractual interpretation shall be governed by the internal laws of the State of California.

12.5 No Waiver. A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions.

12.6 Survival. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

12.7 Severability. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect.

12.8 Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For

purposes of execution and delivery, each party may rely upon the electronically imaged and emailed or faxed signature of the other party as an original document.

12.9 Complete Agreement. This Agreement, together with its attachments is the entire agreement between and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements, with regard to the subject matter herein and may not be altered, amended, or modified except in a writing incorporated hereto, and signed by the parties, provided, however, that GPS may revise the terms of this Agreement if required to comply with PTO rules, law, or regulation and GPS provides notice to Merchant of such change and may modify fees per Section 3.2.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or agents as of the date written below.

AMADOR COUNTY TREASURER/TAX COLLECTOR

By: Michael E. Ryan
Signature
Michael E. Ryan, Amador County Treasurer/Tax Collector
Date: February 1, 2019

COUNTY OF AMADOR

By: _____
Signature
Chairman, Board of Supervisors
Date: _____

ATTEST:
Clerk of the Board of Supervisors
Of the County of Amador

By: _____
Jennifer Burns, Board Clerk
Date: _____

Approved as to Form:
Amador County Counsel

By: _____

Date: _____

GOVERNMENT PAYMENT SERVICE, INC.

By: Debby Dengel
Printed Name: Debby Dengel
Title: Director of Implementation
Date: 1-18-19

GovPayNet
The Simple Way To Pay

ATTACHMENT "A" – SERVICE FEES AVAILABLE

ALL SERVICE FEES ARE NON-REFUNDABLE

Service Fee Schedule for Tax and Utility Payments Via Web or *Gov$wipe®*
2.65% *Minimum Fee = $1.00*

Service Fee Schedule for Administrative & Civil Payments Via Web or *Gov$wipe®*
2.25% *Minimum Fee = $1.00*

Premium Assistance Fee for All Payments Via Call Center	
Add $2.50 to each fee amount for use of operator assistance.	Add $1.50 to each fee amount for use of Integrated Response Unit.

ATTACHMENT "B" – ADDITIONAL SERVICES

General Service Terms

Merchant is responsible for advising GPS as to the types of payments GPS is authorized to accept on Merchant's behalf (per the service fees stated in any Attachment to this Agreement). Merchant may at any time (i) authorize GPS to accept additional types of payments within the scope of the applicable service fees; (ii) cancel the processing through GPS of any types of payments; and (iii) modify the account(s) to which GPS shall direct payments to Merchant by specifying all such changes to GPS **in writing** (for purposes of this attachment, "**in writing**" means via letter, email, or facsimile). Any such changes require reasonable lead-time to implement and are subject to GPS acceptance and confirmation **in writing**.

Service Fees

Service Fees may be the responsibility of Cardholder, Merchant, or shared by Cardholder and Merchant. Unless Merchant advises GPS otherwise, Merchant will be presumed to have chosen that Cardholders shall be responsible for all Service Fees. If Merchant elects to pay all or any portion of the Service Fee, Merchant must so advise GPS **in writing**. For any Service Fees Merchant elects to pay, GPS will debit Merchant's account for Merchant's share of the Service Fee in accordance with the terms of the debit authorization form Merchant completes. Merchant must allow GPS 30 days to make any changes Merchant requests to the Service Fee responsibility.

Service Models

GPS provides an e-commerce payment solution to entities that contract to participate in the GovPayNet Payment Network. Basic service policies include a system designed to be available 24 hours a day, 7 days a week, 365 days a year; access to online administrative, analytical, and reporting capabilities; and customer service support to Merchant's payers and staff. GPS will cause funds to be forwarded electronically to Merchant's designated account(s) for all approved transactions which are accepted by Merchant within two banking days after transaction authorization, or will remit funds by check if Merchant so requests **in writing**.

Cardholders may make payment transactions via the Internet or by toll-free telephone. All payments are processed using the Internet regardless of their method of initiation. GPS makes various methods of system access available to paying parties, including integrated solutions. The following additional terms apply to Merchant's use of *Gov$wipe*® and *Connex*YourGov®.

By electing to utilize such services, Merchant agrees to the following:

***Gov$wipe*:** If Merchant selects *Gov$wipe*, GPS will provide Merchant with card readers and peripheral equipment (cables, etc.), which are and will remain the property of GPS. Merchant understands that GPS card readers are embedded with proprietary technology ("Firmware"). GPS grants Merchant a license to use such card readers and Firmware for the duration, and only for purposes of this Agreement. Acceptance and use of card readers does not convey to Merchant any title, patent, copyright, or other proprietary right in or to the Firmware. At all times, GPS or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Merchant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on the Firmware.

Merchant will use reasonable care to protect card readers from loss, theft, damage or encumbrance. GPS shall provide card readers and installation instructions at service implementation and when providing replacement or additional card readers by shipment to a location Merchant designates. Or, at GPS's option, Merchant will allow GPS and its designated representatives reasonable access to Merchant's premises for purposes of training or device installation, repair, removal, modification, upgrades, or relocation. GPS is solely responsible for the maintenance of its card readers and shall supply Merchant with replacements on Merchant's request and as GPS deems appropriate. Upon termination of the Agreement, GPS may require Merchant to return card readers to GPS, at GPS's expense and by such method as GPS specifies.

Merchant may request an increase or decrease in the number of card readers deployed **in writing**. Any such changes will be subject to GPS acknowledgment and acceptance **in writing**. GPS shall communicate shipping and handling procedures and any costs to Merchant in advance of taking action.

***Connex*YourGov:** If Merchant elects to utilize GPS's *Connex*YourGov solution, Merchant must provide GPS with photographs, graphics, digital assets, or digital images legally created, taken, or acquired by Merchant (collectively, "Images") that Merchant desires GPS to use. All Images that participating Merchants deliver to GPS become subject upon

delivery to a limited license granting GPS a non-exclusive right to reproduce, publicly display, and distribute the Images only for purposes of this Agreement. Any other GPS use of Images must be with Merchant's express written permission. Images may contain copyright management information at the discretion of Merchant in the form of either (i) a copyright notice (©) and/or (ii) other copyright and ownership information embedded in the metadata or elsewhere, unless otherwise agreed to by the parties. All rights relating to the Images remain the sole and exclusive property of Merchant.

Security

If desired, GPS may connect with Merchant's systems in a variety of methods. Any interfaces GPS establishes shall be based on specifications Merchant and GPS mutually develop. Merchant is responsible for advising GPS of any system changes that may affect such interfaces prior to their implementation. A Merchant interfacing with GPS may receive Cardholder information that is subject to PCI DSS which will be the Merchant's responsibility to secure. **GPS ACCEPTS NO RESPONSIBILITY FOR SECURITY OR PCI DSS COMPLIANCE WITH RESPECT TO INFORMATION THAT RESIDES ON SYSTEMS OTHER THAN THOSE CONTROLLED BY GPS.**

Gov$wipe c*ard readers are designed to communicate Cardholder data to GPS through Merchant's computing equipment to which they are cable-attached via USB port. Internet access to GPS is required for *Gov$wipe transaction processing and is enabled solely by Merchant's computers and networks. Merchant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. **GPS IS NOT LIABLE TO MERCHANT FOR EXPOSURE OF MERCHANT'S COMPUTERS OR NETWORKS TO MALICIOUS SOFTWARE OR HARDWARE OF ANY KIND.**

American Express® Card Acceptance

1. American Express Compliance. Merchant agrees to comply with all Applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide.

2. Processing Restrictions. Merchant is prohibited from processing transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.

3. Third Party Beneficiary Rights. a. Not withstanding anything in this Agreement to the contrary, Merchant confers on American Express the third party beneficiary rights, but not obligations, to the Merchant's Agreement and subsequent addendums (collectively the "Agreement") between Merchant and GPS and, as such, American Express has the express right to enforce the terms of the Agreement against the Merchant.

b. Merchant warrants that it does not hold third party beneficiary rights to any agreements between GPS and American Express and at no time will attempt to enforce any such agreements against American Express.

4. American Express Liability. MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

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The Simple Way To Pay

eCheck Services Rider to
Merchant Agreement

This eCheck Services Rider to Merchant Agreement ("eCheck Rider") establishes terms and conditions that govern the processing of payments made via Automated Clearinghouse ("ACH") transfer, also known as electronic check ("eCheck") to the undersigned entity ("eCheck Recipient") that has entered into a Merchant Agreement of even date herewith with Government Payment Service, Inc. ("GPS") for payment processing services described in such Merchant Agreement (the "GPS Agreement").

1. Effectiveness. The effectiveness of this eCheck Rider is conditioned upon at least one standard form GPS Agreement being in effect between eCheck Recipient and GPS. This eCheck Rider shall terminate at such time as there is no GPS Agreement in effect between eCheck Recipient and GPS. The terms of this eCheck Rider are in addition to and not in substitution for any terms and conditions of the GPS Agreement which shall continue in full force and effect and apply to the eCheck services provided by or through GPS under this eCheck Rider. In the event of any conflict between the terms of the GPS Agreement and the terms of this eCheck Rider, the terms of this eCheck Rider shall control. Capitalized terms used but not defined herein shall have the meaning given to them in the GPS Agreement.

2. Payment Processing. GPS obtains eCheck Services from the payments provider designated on Attachment "A" to this eCheck Rider ("Processor"). GPS will make available eCheck payment processing services ("eCheck Services") to individuals and organizations that desire to pay obligations to eCheck Recipient via ACH transfers (singularly, the "Payer" or collectively, the "Payers") as an additional service GPS provides to eCheck Recipient under the GPS Agreement.

3. eCheck Services. GPS shall make eCheck Services available to eCheck Recipient's Payers through the GPS payment website. The eCheck Services are as more specifically described in Attachment "B" to this eCheck Rider. GPS shall not be obligated to provide the eCheck Services if Processor ceases to provide such services to GPS for any reason. All Payer use of the eCheck Services shall be subject to GPS's terms of use displayed on the GPS website.

4. Documentation. Use of the eCheck Service shall also be subject to any user manuals and documentation GPS provides to eCheck Recipient. Availability of eCheck Services to eCheck Recipient's Payers is further conditioned on eCheck Recipient's completion of forms and authorization's GPS provides to eCheck Recipient that are required by GPS for establishing and operating the eCheck Services.

5. Fees. Service Fees for eCheck Services shall be as stated in Attachment "C" to this eCheck Services Rider. Service Fees may be the responsibility of cardholder, Participant, or shared by cardholder and Participant. Unless Participant advises GPS otherwise, Participant will be presumed to have chosen that cardholders shall be responsible for all Service Fees. If Participant elects to pay all or any portion of the Service Fee, Participant must so advise GPS in writing using the method specified in the GPS Agreement. For any Service Fees Participant elects to pay, GPS will debit Participant's account for Participant's share of the Service Fee in accordance with the terms of the debit authorization form GPS provides. Participant must allow GPS 30 days to make any changes Participant requests to the Service Fee responsibility. Service Fees include all costs of providing the eCheck Services.

6. Limited Agency. Under the GPS Agreement GPS acts as eCheck Recipient's agent for the processing of credit, debit, and prepaid debit card transactions. In addition, eCheck Recipient hereby appoints GPS as its agent for the purpose of receiving payments on its behalf from Payers directly and through Processor, in connection with the processing of eCheck payments, and GPS accepts such appointment subject to any conditions and limitations in the GPS Agreement.

7. Effect of Payment. Receipt by GPS or Processor of a Payer's funds shall constitute receipt of payment by eCheck Recipient and will satisfy the obligation Payer authorized through GPS to pay to eCheck Recipient as of the day upon which GPS or Processor receives Payer's funds, subject to the conditions stated in section 8. If GPS fails to make a payment to eCheck Recipient corresponding to a Payer's payment, eCheck Recipient's sole recourse shall be to GPS, not Payer. GPS will make a statement available to Payers at the time of the transaction that will indicate the GPS

system has issued the payment request to Processor and providing details of such transaction, including a reference number specific to that Payer's payment.

8. Reversal or Rejection. Notwithstanding section 7, if an ACH transfer funding a Payer's eCheck payment is (i) reversed by Payer; or (ii) rejected by Payer's bank due to lack of sufficient funds ("NSF"), such obligation shall be deemed unpaid and due or owing to eCheck Recipient solely and exclusively by Payer in addition to any other costs and penalties eCheck Recipient imposes or seeks to impose upon Payer. In addition, if eCheck Recipient uses the "reject or accept" feature of the eCheck Services to reject an eCheck payment, GPS shall have no further responsibility or liability to the eCheck Recipient for any such rejected transaction

9. **DISCLAIMERS AND LIMITATIONS OF LIABILITY. ALL DISCLAIMERS AND LIMITATIONS OF LIABILITY STATED IN THE GPS AGREEMENT RELATING TO THE PERFORMANCE OF SERVICES UNDER THE GPS AGREEMENT(S) SHALL APPLY WITH EQUAL EFFECT TO THE ECHECK SERVICES. GPS DOES NOT GUARANTEE THAT ECHECK SERVICES SHALL BE PROVIDED ERROR-FREE OR UNINTERRUPTED AND DOES NOT GUARANTEE ECHECK PAYMENTS AGAINST PAYER STOPS, REVERSALS, OR NSF STATUS. GPS WILL NOT REINITIATE AN ECHECK TRANSACTION THAT HAS BEEN DENIED DUE TO A "PAYMENT STOPPED" OR NSF NOTICE. GPS HAS NO OBLIGATION TO NOTIFY PAYERS IF ECHECK RECIPIENT REJECTS PAYER'S ECHECK PAYMENT ATTEMPT. ECHECK SERVICES ARE NOT AVAILABLE FOR THE POSTING OF CASH BAIL.**

10. Compliance. eCheck Recipient shall only use the eCheck Services for legal purposes and shall not use the eCheck Services in any way that violates laws, ordinances, or regulations applicable to eCheck Recipient. eCheck Recipient will reasonably cooperate with GPS and Processor in good faith to minimize potential illegal use of the eCheck Services and shall cooperate with reasonable GPS requests for information related to potential fraud or abuse.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

11. Execution. This eCheck Rider may be executed contemporaneously with the GPS Agreement or as a supplement to one or more pre-existing GPS Agreement between eCheck Recipient and GPS. This eCheck Rider may be executed in counterparts. Each counterpart is an original, but together constitute one and the same instrument. The exchange of copies of this signed eCheck Rider signature page by facsimile or electronically imaged transmission shall constitute effective execution and delivery of this eCheck Rider and may be used in lieu of the original eCheck Rider for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this eCheck Rider by their duly authorized representatives or agents as of the date written below.

AMADOR COUNTY TREASURER/TAX COLLECTOR

By: Michael E. Ryan
Signature
Michael E. Ryan, Amador County Treasurer/Tax Collector
Date: February 1, 2019

ATTEST:
Clerk of the Board of Supervisors
Of the County of Amador

By: _____
Jennifer Burns, Board Clerk
Date: _____

COUNTY OF AMADOR

By: _____
Signature
Chairman, Board of Supervisors
Date: _____

Approved as to Form:
Amador County Counsel

By: _____

Date: _____

GOVERNMENT PAYMENT SERVICE, INC.

By: Debby Demel
Printed Name: Debby Demel
Title: Director Of Implementation
Date: 1-18-19

ATTACHMENT "A" – PROCESSOR

Vantiv, LLC n/k/a "Worldpay" ("Worldpay") under a Payment Facilitator Merchant Agreement between and among GPS, Worldpay, and Fifth Third Bank, an Ohio banking corporation "Member Bank" effective September 28, 2016 (the identity of the Member Bank may change from time to time but any successor Member Bank shall be a member of VISA, MasterCard and/or other card and payment networks, as the case may be, that will provide sponsorship services in connection with the Payment Facilitator Merchant Agreement).

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The Simple Way To Pay

ATTACHMENT "B" – ECHECK SERVICES

The eCheck Services shall be available to Payers through the GPS website and implemented at no cost to the eCheck Recipient. Specific services include the following:

- Presentment of Payer eCheck transaction request via the GPS payment website to Processor for authorization and, if authorized, debiting of funds from the Payer's indicated account
- Electronic settlement of funds debited from Payer's account by Processor to eCheck Recipient's indicated account via GPS's standard settlement process
- Payers may place eCheck transaction requests via toll-free call to GPS for entry to the GPS website by a GPS customer service representative
- Real-time updates of payment status and notification to eCheck Recipient of payments processed
- Email notice to eCheck Recipient of ACH payments denied within 48 hours of bank denial
- Pre-notification (non-monetary) transactions to confirm Payer information accuracy
- Verification of information for U.S. accounts through a third-party service
- Payer account information update in response to change notifications
- eCheck Recipient to accept or reject each eCheck payment
- Processing for returned eCheck items
- Transaction reporting and analytics
- Training and support

GovPayNet
The Simple Way To Pay

ATTACHMENT "C" – SERVICE FEES

ECHECK SERVICES ARE NOT AVAILABLE FOR THE POSTING OF CASH BAIL
ALL SERVICE FEES ARE NON-REFUNDABLE

Service Fee Schedule for eCheck Payments
$1.25 per item

Board of Supervisors Agenda Item Report

Submitting Department: Administration
Meeting Date: March 12, 2019

SUBJECT
Update by the CAO on the County's PERS Obligations and upcoming payments

Recommendation:
For information only - no action required on this item

4/5 vote required:
No

Distribution Instructions:
Auditor, Clerk; Treasurer/Tax-Collector

ATTACHMENTS

- Amador PERS 101.pdf
- CalPers Discount Rate Change Letter 01.19.17.pdf

Amador County
PERS 101

March 12, 2019

Chuck Iley, County Administrative Officer
Karen Scaccianoce, Budget Director

County PERS History

- In the 2000's, new plans were offered to employees
  - Safety (3%@50)
  - Safety - Local Prosecutor (2%@50)
  - Miscellaneous (2%@55)

County PERS History

- In the late 2000's, Amador County negotiated new plans with lower retirement rates (Second Tiers)
- January 1, 2013, PEPRA went into effect, creating new tiers
  - Safety (2.7%@57)
  - Safety - Local Prosecutor (2%@57)
  - Miscellaneous (2%@62)

County PERS History

- The Actuarial reports are completed each year for the previous year, and the results are put into effect in the following year.
- This means that each year, the budget reflects an actuarial that is two years old, and that it takes two years for changes to the system to be reflected in the budget.

County PERS History

- Nowhere does PERS summarize all of the County's liabilities and required payments in one place.
- If you look at the PERS website, the County has seven different actuarial reports shown that must all be considered to get a full picture of the County's situation.
- Further complicating things, the County and the Amador County Courts each have a share of the Miscellaneous account. The Courts are responsible for about 9% of the Plan.

PERS Definitions

- **Normal Cost:** The costs associated with one year of service for an employee. This is expressed as a percentage of their current salary. This is a number unique to the county and takes the anticipated retirement age, anticipated salary increases, and anticipated age of death all into account along with other actuarial factors.
  - It varies from 6.75% of the annual salary for a Miscellaneous PEPRA employee, to 21.9% for a Tier 1 Public Safety employee

PERS Definitions

- **Rate of Return:** The return on the investment that PERS makes with the funds the County sends them between the time the funds are sent and the time that they are drawn down. This rate is also called the discount rate.

PERS Definitions

- **Unfunded Liability:** The difference in the amount required today to fully fund the account in the future and the amount currently in the County's account. The future amount required is calculated using the same actuarial assumptions discussed previously, and then a present value is calculated by discounting the future amount using the anticipated rate of return.

PERS Status

- The County's current unfunded liability for all tiers is about $64.3 million. This will go up next year as the discount rate increases.

- The County's Plans are about 70% funded

- The unfunded liability is assessed to the County as a lump-sum each year. The amount charged is calculated as a twenty year amortized amount, although PERS continues to tweak this methodology.

PERS Future

- In December, 2016, the PERS Board announced that it was making changes to the discount rate used in preparing the actuarial reports (see attached letter). They moved the rate from 7.5% to 7.0%. This change would be made over three years, with the payment increases smoothed over five years. PERS is advising that, because of these changes, the Unfunded Liability payments are expected to be around 30-40% higher by FY 24/25 that they were in 18/19 (current).

Amador County Unfunded Liability PERS Contributions			
	FY 18/19	FY 19/20	FY 20/21 (Estimated)
Miscellaneous*	$ 2,599,987	$ 3,094,774	$ 3,422,510
Safety	$ 1,504,354	$ 1,775,255	$ 1,981,000
Safety LP	$ 66,702	$ 79,858	$ 90,000
Pepra Safety	$ 1,170	$ 20,816	$ 22,000
Pepra Safety LP	$ 242	$ 3,299	$ 3,500
Safety T2	$ 826	$ 3,905	$ 4,300
Safety LP T2	$ 738	$ 7,981	$ 8,500
Total	$ 4,174,019	$ 4,985,888	$ 5,531,810
$ Change from Previous Yr.		$ 811,868	$ 545,923

Additional Increases

- The Normal Costs will increase by about 0.5% to 1.5% each year, as well.
- Each 1% increase costs the General Fund about $250,000.
- Combined, the increases to the Normal Costs and Unfunded Liability will cost the General Fund over $1,000,000 in FY 19/20 when compared to FY 18/19.

PERS - Long Term

- The effects of the changes made in 2016 will be completely ramped up by FY 24/25.
- If PERS continues to achieve the 7% return, then the unfunded will not go up beyond that, provided that there are no other changes in the actuarial assumptions.
- The normal costs will remain at their increased level into the future.
- If the discount rate is reduced, then the increases to both normal costs and unfunded liability will be duplicated in future years.
- The unfunded liability will begin to ramp down after 15 years, which means the first reduction will be seen in 2033/34.

Questions?

CalPERS

Actuarial
Circular Letter

California Public Employees' Retirement System
P.O. Box 942715
Sacramento, CA 94229-2715
(888) CalPERS (or **888**-225-7377)
TTY: (877) 249-7442
www.calpers.ca.gov

January 19, 2017

Circular Letter: 200-004-17
Distribution: VI

To: **All Public Agency Employers**

Subject: **Discount Rate Change**

The purpose of this Circular Letter is to inform you of recent changes to the CalPERS discount rate assumption and the impact these changes are expected to have on required employer and PEPRA member contributions. This Circular Letter will assist you in calculating projected pension cost increases in future years. The June 30, 2016, annual valuations will provide updated projections of expected future year pension contributions. These reports will be available this summer.

At the December 21, 2016, meeting, the CalPERS Board of Administration approved lowering the CalPERS discount rate assumption, the long-term rate of return, from 7.50 percent to 7.00 percent over the next three years. This will increase public agency employer contribution costs beginning in Fiscal Year 2018-19.

The phase-in of the discount rate change approved by the Board for the next three Fiscal Years is as follows:

Valuation Date	Fiscal Year for Required Contribution	Discount Rate
June 30, 2016	2018-19	7.375%
June 30, 2017	2019-20	7.25%
June 30, 2018	2020-21	7.00%

Lowering the discount rate means plans will see increases in both the normal costs (the cost of pension benefits accruing in one year for active members) and the accrued liabilities. These increases will result in higher required employer contributions.

In addition, active members hired after January 1, 2013, under the Public Employees' Pension Reform Act (PEPRA) may also see their contribution rates rise.

The benefits of reducing the discount rate include:

- Strengthening long-term sustainability of the fund
- Reducing negative cash flows; additional contributions will help to offset the cost to pay pensions
- Reducing the long-term probability of funded ratios falling below undesirable levels
- Improving the likelihood of CalPERS investments earning our assumed rate of return
- Reducing the risk of contribution increases in the future from volatile investment markets

Results

Employer contribution increases as a result of the discount rate changes are estimated below by Normal Cost and required Unfunded Accrued Liability (UAL) payment. The Total Employer Contribution is the sum of the Normal Cost Rate applied to reported payroll plus the Unfunded Accrued Liability payment. The Normal Cost portion of the Employer Contribution is expected to increase by the listed percentages of payroll. Increases to the UAL payments are provided as relative increases to be applied to the projected UAL payments in the June 30, 2015, valuation report.

		Normal Cost		UAL Payments	
Valuation Date	Fiscal Year Impact	Misc. Plans	Safety Plans	Misc. Plans	Safety Plans
6/30/2016	2018-19	0.25% - 0.75%	0.5% - 1.25%	2% - 3%	2% - 3%
6/30/2017	2019-20	0.5% - 1.5%	1.0% - 2.5%	4% - 6%	4% - 6%
6/30/2018	2020-21	1.0% - 3.0%	2.0% - 5.0%	10% - 15%	10% - 15%
6/30/2019	2021-22	1.0% - 3.0%	2.0% - 5.0%	15% - 20%	15% - 20%
6/30/2020	2022-23	1.0% - 3.0%	2.0% - 5.0%	20% - 25%	20% - 25%
6/30/2021	2023-24	1.0% - 3.0%	2.0% - 5.0%	25% - 30%	25% - 30%
6/30/2022	2024-25	1.0% - 3.0%	2.0% - 5.0%	30% - 40%	30% - 40%

The changes to the Unfunded Accrued Liability (UAL) due to changes of actuarial assumptions are amortized over a fixed 20-year period with a 5-year ramp up at the beginning and a 5-year ramp down at the end of the amortization period. The 5-year ramp up means that the payments in the first four years of the amortization schedule are 20 percent, 40 percent, 60 percent and 80 percent of the ultimate payment, which begins in year five. The 5-year ramp down means that the reverse is true and the payments in the final four years are ramped down by the above percentages. A new ramp is established with each change to the discount rate. There will be three ramps established in the first three years. As a result of the 5-year ramp up and effective date of the increase, it will be seven years until the full impact of the discount rate change is completely phased in. The shaded rows above are the expected increases beyond the five year projection quoted in your June 30, 2015, valuation report.

To illustrate how this table can be used as a guide to include the change in the discount rate in the calculation of pension contributions, a Miscellaneous plan with a current normal cost of 15 percent of payroll can expect an increase to 15.25 percent to 15.75 percent of payroll in the first year (Fiscal Year 2018-19), and 16 percent to 18 percent in the fifth year (Fiscal Year 2022-23). For the UAL payment, a plan with a projected payment of $500,000 in Fiscal Year 2018-19 and $600,000 in Fiscal Year 2022-23 can expect the revised payment to be $510,000 - $515,000 ($500,000x2.00%/$500,000x3.00%) for Fiscal Year 2018-19, and $720,000 - $750,000 ($600,000x20%/$600,000x25%) for Fiscal Year 2022-23. These estimated increases incorporate both the impact of the discount rate change and the ramp up.

Please keep in mind the above table is a tool for you to calculate broad estimates and should only be used as a general guide. The annual valuation report that will be released this summer will provide updated projections for your specific plan.

If you have any questions about the information provided or how to apply it to your current valuations, please call our CalPERS Customer Contact Center at **888 CalPERS** (or **888**-225-7377) and ask to have your plan actuary contact you.

Scott Terando
Chief Actuary

Board of Supervisors Agenda Item Report

Submitting Department: Administration
Meeting Date: March 12, 2019

SUBJECT
Presentation by the CAO and Budget Director discussing status of the current (FY 18/19) budget and projections for the next fiscal year as the County begins the budgeting process

Recommendation:
Direct staff to begin the budget process with the assumptions and schedule that are presented today or with changes as directed by the Board.

4/5 vote required:
No

Distribution Instructions:
Budget Director, Auditor

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Waste Management
Meeting Date: March 12, 2019

SUBJECT
Buena Vista Landfill Storm Impacts and Compliance Update

Recommendation:
Accept updates and authorize emergency pumping and hauling costs not-to-exceed $100,000. The funds will be paid out of the $300,000 budget increase approved previously.

4/5 vote required:
No

Distribution Instructions:
Waste Management and Recycling Department

ATTACHMENTS
- Agenda Item_BVLF_3-6-2019.pdf

AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
WASTE MANAGEMENT & RECYCLING

PHONE: (209) 223-6429
FAX: (209) 223-6395
WEBSITE: www.amadorgov.org
EMAIL: PublicWorks@amadorgov.org

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

MEMORANDUM

TO: Board of Supervisors

FROM: Jim McHargue, Director of Solid Waste/Air Pollution Control Officer

DATE: March 6, 2019

SUBJECT: Buena Vista Landfill Storm Impacts and Compliance Update

On January 8, 2019, staff provided a presentation of the Buena Vista Landfill compliance projects and the draft work plan in development for submittal to the Regional Water Quality Control Board (RWQCB). Today's update will address the following: 1. Activation of Class II pond emergency pumping and hauling, and 2. Update on RWQCB work plan

Due to above average rainfall experienced this year, the Buena Vista Landfill's Class II (designated waste) pond has required emergency pumping and hauling to an out of county disposal site in order to maintain the required freeboard level (the distance from the top of water to the top of the pond embankment). During the months October through April, the county must maintain 30" of freeboard. The pond is currently at a freeboard level of 25" (Attachment A).

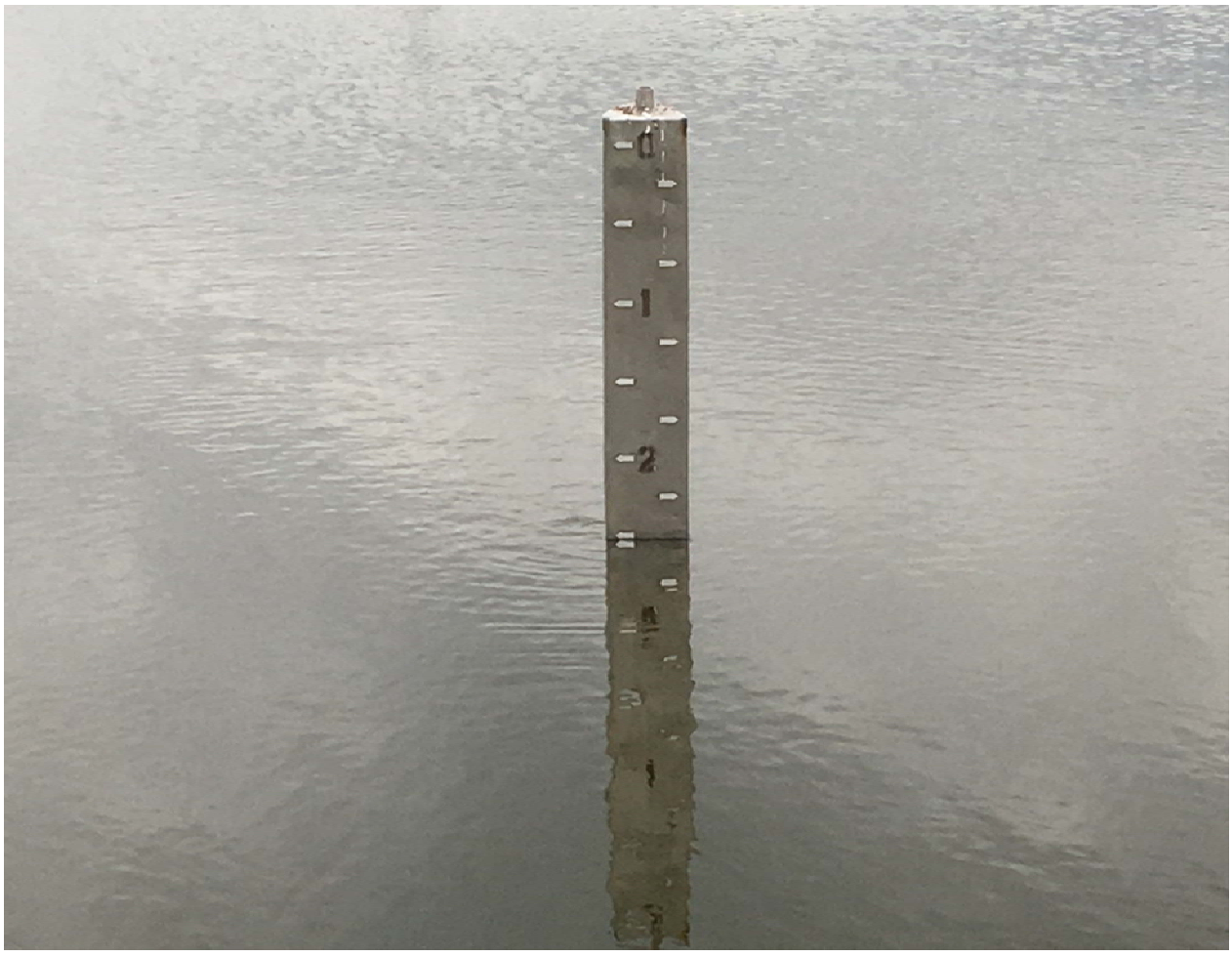
Emergency pumping and hauling was initiated on 2/22/19 and as of 3/5/19 there have been 27 loads of 6,000 gallons per load hauled to Sacramento Regional Sanitation in Elk Grove, CA for a total of 162,000 gallons. The cost for emergency pumping and hauling is $0.10 per gallon. The initial Amador County purchase order for emergency pumping and hauling was $25,000 and the current costs are in excess of $16,200. Staff is requesting Board authorization for emergency pumping and hauling for a not-to-exceed amount of $100,000. Due to the Governor's emergency declaration, staff will pursue reimbursement for all costs from the California Office of Emergency Services, CalOES.

On January 31, 2019, county staff and consulting engineers met with RWQCB staff to discuss the proposed work plan for the repairs to the Phase 1 waste management unit and the Class II pond. RWQCB staff was receptive to the work plan; however, they would like to see a shorter period for implementation of the repairs. County staff had proposed a phased-approach that would include work projects each year over four years. As a compromise, county staff will conduct some field studies this Spring, 2019, with the goal of implementing a major repair project on the Phase 1 unit in 2020 or 2021 (Attachment B).

RECOMMENDATION:

Accept updates and approve ongoing costs for emergency pumping and hauling from the Buena Vista Landfill Class II leachate pond at a not-to-exceed cost of $100,000.

Class II Pond



Freeboard

Buena Vista Landfill Status Update

February 19, 2019

Provided by: Curt Fujii, P.E., Fujii Civil Engineering

This document summarizes discussions during a January 31, 2019 meeting between the following persons:

Howard Hold, RWQCB

Paul Sanders, RWQCB

Jim McHargue, Amador County

Neal Bolton, Blue Ridge Services, Inc.

Curt Fujii, Fujii Civil Engineering

The purpose of the meeting was to provide RWQCB with an update on Amador County's proposed work to evaluate different final cover alternatives for repair of the Phase 1 final cover and to respond to RWQCB comments on the recently submitted water balance and operations and maintenance plan for the Class II pond. The discussions are summarized below:

Phase 1 Final Cover Repairs

- RWQCB is generally receptive to the County's proposed approach to evaluating final cover alternatives.
- However, RWQCB would like to see a shorter schedule.
- To provide a shorter schedule, the County will perform the fieldwork proposed originally for spring, 2020 during spring, 2019. The reason for wishing to perform this work in spring, 2020 was to evaluate final cover conditions/performance (mainly degree of saturation and progression of the wetting front through the soil) as quickly as possible after the end of winter rains. If the County submitted the work plan by March 14, 2019, the final cover soils would likely dry to some degree before RWQCB approved the work plan. This would prevent evaluating the condition/performance of the final cover soil immediately after winter rains ceased.
- The County will submit the portion of the work plan describing this initial fieldwork ASAP, and RWQCB has committed to reviewing the work plan ASAP to allow the County to evaluate the final cover ASAP following the end of this winter's rains. County personnel and consultants will monitor the weather forecasts to schedule the fieldwork.
- Following completion of the fieldwork, and evaluation of the results, the County will submit plans and specifications for Final Cover Test Pads to the RWQCB during the summer/fall of 2019.
- Moving this fieldwork and the associated submittal of plans and specifications for Final Cover Test Pads, up to 2019 will reduce the proposed schedule by approximately one year.

- Technical Detail - RWQCB will be particularly interested in the proposed procedures to backfill the proposed backhoe pits to prevent creating a "flow channel" for rain along the surface where the backfill meets the sides of the pits.
- NOTE: As proposed originally, the County will also re-grade the "Green Areas" in Phase 1 to improve drainage during the summer of 2019.
- During 2020, the County will perform the work proposed originally for 2021. This work consists of the following tasks:
    - Construct Test Pads of potential final cover alternatives.
    - Monitor the test pads (continuing to the summer of 2021).
- Therefore, the County would submit a final report with recommendations for the Phase 1 final cover repairs in December, 2021, with construction likely during 2022.
- Although RWQCB is receptive to the County's proposed work plan, as modified above, they indicated that they would likely approve a proposal to upgrade the existing final cover to Title 27 prescriptive standards (1 foot of vegetative layer, over 1 foot of clay, over 2 feet of foundation layer) for an unlined waste management unit.
- Although RWQCB would likely approve the Title 27 prescriptive standard for Phase 1 repairs, they would likely not approve this standard for a <u>new</u> closure of an unlined unit. They believe that "clay final covers" do not generally perform as well as they would like and would likely require a "flexible membrane final cover" (the "Cadillac alternative) for a new closure. They would likely approve the Title 27 prescriptive standard (the "clay final cover") for the Phase 1 repairs because they would likely not require a repaired final cover significantly more costly than the previously approved and accepted final cover.
- As noted previously, the County is working with the enforcement group at RWQCB, and their "tools" are limited administratively to "enforcement actions." Therefore, they will likely approve the County's proposed work plan through an "enforcement letter".
- RWQCB is also concerned that the dual-purpose wells might not provide accurate information on leachate levels in Phase 1 and wants the County to include work to provide reliable information in the overall work plan for the final cover repairs (not the "ASAP" work plan discussed above).
- Technical Detail – When the County constructs the repairs to the Phase 1 final cover (2022 construction season), RWQCB will require a field permeability test on a test pad. This RWQCB will likely require a sealed double-ring infiltrometer (SDRI) for this field permeability test.

Class II Pond

- RWQCB is receptive to the County's proposal to either replace the existing liner, or replace the entire pond without conducting an electric leak test. Since construction quality assurance (CQA) for either replacing only the liner, or replacing the entire pond would include an electrical leak location test, the County sould respond to WDR

requirements regarding an electrical leak location test by stating that the CQA program will include an electrical leak location test.

- Preliminary review of the revised water balance indicates that providing the RWQCB-required capacity in the pond may require increasing the height of the berms around the pond by less than 1 foot. More detailed review of the water balance is necessary to confirm this.
- Excavating the pond a little deeper (possibly using the excavated soils to increase the height of the berm) is also an option, particularly since the County will replace the liner, anyway.
- RWQCB has requested detailed design information on the leak detection system for the pond. The pond was constructed in 1992, and the detailed design information may not be available in either County files, or RWQCB files. RWQCB understands this and requires only that the County look for the information. We will submit a request to review RWQCB files for this information.
- RWQCB mentioned also the possibility of obtaining a land application permit to discharge <u>treated</u> ground water from the ground water interception trench for Phase 1. Since this is the largest source of liquid pumped to the Class II pond, discharging treated ground water from the trench to a land application would likely eliminate the capacity concerns regarding the pond. RWQCB mentioned another landfill that had such a permit. We will investigate this option thoroughly.

Board of Supervisors Agenda Item Report

Submitting Department: Public Works
Meeting Date: March 12, 2019

SUBJECT
Public Works Agency: Discussion and possible action relative to Jackson Valley Road Multi-Way Stop Controlled Intersections Installation of Stop Signs

Recommendation:
1. Direct staff to oversee installation of stop signs on Jackson Valley Road at the Intersection with Martin Lane, Camanche Road, and Oak Drive as multi-way stop control, as a temporary condition, while an ordinance is processed for adoption.
2. Direct staff to prepare and process an ordinance to codify changed traffic condition on Jackson Valley Road.

4/5 vote required:
No

Distribution Instructions:
Public Works, Budget Analyst

ATTACHMENTS
- 2019-3-6_JVR Stop Signs.pdf

AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY
TRANSPORTATION & PUBLIC WORKS

PHONE: (209) 223-6429
FAX: (209) 223-6395
WEBSITE: www.amadorgov.org
EMAIL: PublicWorks@amadorgov.org

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

MEMORANDUM

TO: **Board of Supervisors**

FROM: **Jered Reinking, Public Works Director**

DATE: **February 19, 2019**

SUBJECT: **Jackson Valley Road Multi-Way Stop Controlled Intersections Installation of Stop Signs**

CONTACT: **Jered Reinking, (223-6226)**

Overview

The Buena Vista Casino is scheduled to open this spring. With the opening of the casino, additional traffic will impact County Roads in the area. During the environmental impact review phase of the project development, the Buena Vista Tribe performed a traffic impact study. In the traffic impact study, the project trip generation and traffic impacts were identified for the various alternatives and facilities at the casino project site. As a result, the eventual Intergovernmental Services Agreement (ISA) contained provisions for installing stop signs at three intersections on Jackson Valley Road for "Traffic and Road Mitigations."

Three (3) intersections including; Jackson valley Road/Martin Lane, Jackson Valley Road/Camanche Road, and Jackson Valley Road/Oak Drive are proposed for conversion to multi-way, or all-way, stop control. An ordinance is pending to modify County Code Chapter 10.16 and 10.20 to make the traffic condition change permanent.

Requested Actions

1. Direct staff to oversee installation of stop signs on Jackson Valley Road at the intersection with Martin Lane, Camanche Road, and Oak Drive as multi-way stop control, as a temporary condition, while an ordinance is processed for adoption.
2. Direct staff to prepare and process an ordinance to codify changed traffic condition on Jackson Valley Road.

Fiscal Impact

The estimated cost for this improvement is **$27,000.** The Buena Vista Tribe is responsible for funding and installing the intersection modifications as outlined in the ISA.

Attachments:
None

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors
Meeting Date: March 12, 2019

SUBJECT
Regional Traffic Mitigation Fee Program: Discussion and possible action relative to approval of Amendment #1 to the Amended and Restated Memorandum of Understanding between Amador County, its Cities, and Amador County Transportation Commission concerning the Regional Traffic Mitigation Fee Program.

Recommendation:
Pleasure of the Board.

4/5 vote required:
No

Distribution Instructions:
Board Clerk, ACTC; Auditor-Controller

ATTACHMENTS
- 4-City_County-Resolution Annual Report_FY_16_17.doc
- 2016.0121_MOU_FINAL_REVISED_W.Signatures_INCL_EXHIBITS.pdf
- 2019_MOU_Amendment 1_Clean.doc
- 2019_MOU_Amendment 1_Highlights.doc

BEFORE THE AMADOR COUNTY TRANSPORTATION COMMISSION
COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION APPROVING AMENDMENT #1 TO THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN AMADOR COUNTY, ITS CITIES, AND AMADOR COUNTY TRANSPORTATION COMMISSION CONCERNING THE REGIONAL TRAFFIC MITIGATION FEE PROGRAM	) RESOLUTION NO. 19-))))

WHEREAS, on October 19, 2006, the Amador County Board of Supervisors, the city council representing each of Amador County's five cities, and the Amador County Transportation Commission ("ACTC") all entered into a Memorandum of Understanding concerning the Countywide Regional Traffic Mitigation Fee Program (the "MOU"); the Regional Traffic Mitigation Fee Program (the "RTMF Program") was established for the purpose of collecting fees from new development to offset the impacts of said new development upon the regional traffic circulation system; and

WHEREAS, the MOU establishes a Regional Traffic Mitigation Fee (RTMF) Oversight Committee to make annual recommendations to the cities, County, and ACTC regarding program implementation; and

WHEREAS, the MOU was amended on June 10, 2010 to add a new, third-tier food service category within the adopted countywide Regional Traffic Mitigation Fee Schedule; and

WHEREAS, the RTMF Oversight Committee has recommended that the Regional Traffic Mitigation Fee schedule be amended further to reduce fees for commercial developments offset by increased fees on residential development; and

WHEREAS, the Oversight Committee working with ACTC and qualified traffic engineers developed information and analysis that supports changes to said fee schedule consistent with the fee program's nexus and proportionality requirements; and

WHEREAS, the Oversight Committee has also worked with ACTC and qualified traffic engineers to develop an appeals process for parties who may chose to challenge the referenced fee schedule and recommends that it be incorporated into the RTMF program by amendment to the MOU and;

WHEREAS, the Oversight Committee has agreed to amend and strength the MOU into a binding contract.

NOW THEREFORE BE IT RESOLVED that the Amador County Transportation Commission approves Amendment #1 of the Amended and Restated Memorandum of Understanding between County of Amador, its incorporated cities, and the Amador County Transportation Commission in the form attached to this Resolution.

The foregoing resolution was duly passed and adopted by the Amador County Transportation Commission at a regular meeting thereof on the 7th day of February 2019, by the following vote:

AYES:
NOES:
ABSENT:

_____
_____, Chairman
Amador County Transportation Commission

ATTEST:

_____
Recording Secretary

AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING AMONG THE CITIES OF SUTTER CREEK, JACKSON, IONE, AMADOR CITY, AND PLYMOUTH, THE COUNTY OF AMADOR, AND THE AMADOR COUNTY TRANSPORTATION COMMISSION, UPDATING THE REGIONAL TRAFFIC MITIGATION FEE PROGRAM

This Amended and Restated Memorandum of Understanding ("MOU") is entered into effective as of the 15th day of September 2016, by and among the cities of Sutter Creek, Jackson, Ione, Amador City, and Plymouth (individually, a "City" and, collectively, the "Cities"), the County of Amador (the "County"), and the Amador County Transportation Commission ("ACTC") (all of which are herein collectively referred to as "Members").

WHEREAS, effective October 19, 2006, the Members entered into a Memorandum of Understanding (the "Prior MOU") concerning the Countywide Regional Traffic Mitigation Fee Program for the collection and expenditure of regional traffic impact fees to fund transportation improvements of regional significance deemed valuable to all of the Members (herein referred to as "RTMF Program" and "RTMF Fees"); and

WHEREAS, the Members desire to update and continue the RTMF Program pursuant to the terms and conditions of this MOU; and

WHEREAS, the updated RTMF Program is reflected by and comprised of the fee schedule, capital improvement program, nexus plan, and administrative policies and procedures contained in Exhibits A, B, C, and D, respectively, as well as separate implementing ordinances and resolutions adopted by each Member, which collectively set forth parameters for the collection, expenditure, administration, accounting, and reporting of the RTMF Fees collected and describe the roles and responsibilities of the Members.

IT IS HEREBY AGREED:

1. The Cities and the County agree to collect RTMF Fees from all building permits and applicable entitlements issued by their respective jurisdictions in accordance with this MOU and the RTMF Program as adopted by each of their legislative bodies.

2. The ACTC agrees to administer the RTMF Program on behalf of the Cities and the County in accordance with this MOU and as directed by an Oversight Committee appointed by the Cities and the County. The voting membership consists of one member each from the Cities, one member from the County, and one member from the ACTC who shall be a representative of the County.

3. The Members agree to work cooperatively with each other in accordance with this MOU, including but not limited to providing timely information when needed and taking timely action when required.

4. Members understand and agree that this MOU is not a binding contract, since the decisions herein involve annual budgetary and other legislative actions by their respective legislative

bodies. This MOU is an expression of their intent to cooperate in funding all capital improvements identified on Exhibit B throughout the full term of this MOU. If a Member withdraws from the MOU, those projects for which the withdrawing Member would have been the lead agency shall be removed from Exhibit B and the withdrawing Member shall have no right to the RTMF fees already turned over to ACTC.

5. The Members agree that the Prior MOU is hereby rescinded and replaced with this MOU.

6. The Members agree that this MOU shall remain in effect until 2035, or until all capital improvement projects shown on Exhibit B are completed, whichever is earlier.

7. The Members' legislative bodies have by separate resolution authorized their duly appointed officers to execute this MOU.

IN WITNESS WHEREOF, the Members have executed this MOU effective as of the date first above written.

For the CITY OF SUTTER CREEK:

Mayor
Sutter Creek City Council
Date: 5/2/16

City Attorney
City of Sutter Creek
Date: 5/2/16

For the CITY OF JACKSON:

Mayor
Jackson City Council
Date: 4/21/16

City Attorney
City of Jackson
Date: 4-25-16

For the CITY OF IONE:

Mayor
Ione City Council
Date: 4/7/2016

City Attorney
City of Ione
Date: 4/19/16

For the CITY OF PLYMOUTH:

Mayor
Plymouth City Council
Date: 4/27/16

City Attorney
City of Plymouth
Date: 4/28/16

For the CITY OF AMADOR CITY:

Mayor
Amador City Council
Date: 9-11-2016

City Attorney
City of Amador City
Date: 9/15/2016

For AMADOR COUNTY:

Chairman
Amador County Board of Supervisors
Date: 1-14-16

Amador County Counsel
Amador County Board of Supervisors
Date: 1/29/16

For the AMADOR COUNTY TRANSPORTATION COMMISSION:

Chairman
Amador County Transportation Commission
Date: 1-21-16

Commission Counsel - Renne Sloan Holtzman Sakai LLP
Date: 5-9-16

Exhibit A

Countywide Regional Traffic Mitigation Fees 2015

Residential	Development Project Type	Adjusted Trip Rate	Fee Amount Residential $388/trip end
Residential	Single Family Detached (Note: D.U. = Dwelling Unit)	10.0/D.U.	$3,878/D.U.
	Multi-Family Attached Apartments, duplexes or condominiums are charged per dwelling unit without regard to square footage or number of bedrooms.	7.1/D.U.	$2,753/D.U.
	Mobile Home Park or Subdivision An area or tract of land where more than two spaces are rented or individually owned to accommodate mobile homes. Retirement Community Five or more residential units, enforceably restricted to those 55 or over and designed for the elderly.	4.22/D.U.	$1,637/D.U.
	Congregate Care Facility Congregate care facilities typically consist of one or more multi-unit buildings designed for elderly living; they may also contain common dining rooms, medical facilities and recreational facilities.	2.15/D.U.	$834/D.U.
Non-Residential	**Development Project Type**	**Adjusted Trip Rate**	**<u>Commercial</u>: $167/Trip End**
Retail Commercial	High Volume Retail: Drug Store, Department Store, Grocery Store Discount Store, Mini Mart, Automobile Sales Liquor Store, Supermarket, Laundromat Auto Parts, Clothing/Apparel Store, Delicatessen Bank, Health Fitness Center, Record/Video Rental & Sales Hardware Store, Pharmacy Specialty Retail Center Small shopping centers that contain a variety of retail shops including apparel; hard goods; and services such as real estate offices, dance studios, florists, and small restaurants Shopping Center May contain Supermarkets, Drug Stores, Banks, Movie Theater and miscellaneous small retail shops.	20/1,000 S.F. (Note: Square Feet of the gross floor area, measured to the nearest square foot; applicable to structures only.)	$3,344/1,000 S.F.
	Medium Volume Retail: Bakery, Automobile Repair, Child Care Club Store, Dry Cleaner, Shoe Store Gift Shop, Lumber/Building Supplies, Sporting Goods Store Nursery, Jewelry Store, Stationary Store Photo Store, Print Shop (retail), Toy Store Electronics Store, Book Store, Factory Outlet Center Tire Store, Health Food Store	13/1,000 S.F.	$2,174/1,000 S.F.
	Low Volume Retail: Antique Store, Boat/Equipment Repair Shop Appliance Store, Furniture Store Gallery, Museum Kennel, Boat/RV/Mobile Home Sales Clock Store, Repair Shop (TV, Radio, Vacuum, etc.) Wine or beer tasting rooms or product retail sales in conjunction with such	1.5/1,000 S.F.	$251/1,000 S.F.
Food Services	Fast food standalone restaurant on a State highway	161/1,000 S.F.	$26,919/1,000 S.F.
	Fast food drive-through restaurant within a shopping center or community (wherein	60/1,000 S.F.	$10,032/1,000 S.F.

	fast food restaurant is not immediately adjacent to a State highway)		
	Quality Sit-down Restaurant Drinking Establishment (Bar)	23/1,000 S.F.	$3,846/1000 S.F.
Specialty Commercial	Gas Station with or without convenience store (Note: The number of fueling spaces is determined by the maximum number of vehicles capable of being fueled simultaneously.)	32/Fueling Space	$5,350/Fueling Space
	Car Wash / Quick Lube	21/Stall	$3,511/Stall
	Hotel/Motel/Resort/Bed and Breakfast (Note: Sleeping unit, dwelling unit, rental unit, or other component by which the development is marketed.)	5.2/Unit	$869/Unit
Medical	Hospital	11.8/Bed	$3,587/Bed
	Nursing Home / Convalescent Home	2.6/Bed	$790/Bed
	Medical Office or Medical or Health Clinic providing diagnostic or treatment services	30/1,000 S.F.	$9,120/1,000 S.F.
Non-Residential Category	**Development Project Type**	**Adjusted Trip Rate[1]**	**All Other Non-Residential: $304/trip end**
Office	General Office	11/1,000 S.F.	$3,344/1,000 S.F.
Industrial	Light, including: Airport/Airstrip — Meat Packing Facility Livestock Feedlot/Auction Yard — Printing Plant Material Testing Laboratory — Electronics Plant	6/1,000 S.F.	$1,824/1,000 S.F.
	Heavy, including: Auto Wrecking and Junk Yard — Mining Operation Foundry and Smelter — Refining Plant Lumber Mill	1.5/1,000 S.F.	$456/1,000 S.F.
	Manufacturing/Assembly/Agricultural Processing Manufacturing or assembly facilities where the primary activity is the conversion of raw materials, products or parts into finished commodities for sale or distribution, including a winery or brewery.	3/1,000 S.F.	$912/1,000 S.F.
Institutional	Elementary School / Middle School Church or other place of worship	10/1,000 S.F.	$3,040/1,000 S.F.
	High School	13/1,000 S.F.	$3,952/1,000 S.F.
Public Utilities	Utilities (Publicly or privately owned) Production, generation, storage, transmission and treatment facilities, mechanical or industrial space, parts and equipment storage, repair areas, and office space in the same project and related to or used for these utility uses.	6/1,000 S.F.	$1,824/1,000 S.F.
Warehousing/ Storage	Warehouse Facilities primarily devoted to the storage of materials, including wholesale distribution facilities.	5/1,000 S.F.	$1,520/1,000 S.F.
	Mini-storage Facilities Buildings housing separate storage units or vaults used for storage.	2/1,000 S.F.	$608/1,000 S.F.
Other	Golf Course	21/Hole	$6,384/Hole
	Theater (Movie)	6.4/1,000 S.F.	$1,946/1,000 S.F.
	Theater (Live)	1.5/1,000 S.F.	$456/1,000 S.F.
	Recreational / Visitor Center	3.1/Parking Space	$942/Parking Space

EXHIBIT B

Regional Traffic Mitigation Fee Capital Improvement Program

Project ID#	Location	Project Description	Time Frame[1]	Cost Est.[2]	Revenue				
					STIP		SHOPP[5] Minor	RTMF[6]	Other Source[7]
					RIP[3]	IIP[4]			
Tier I: Full Funding Potentially Available within 20 Years									
A	Plymouth	**SR 49//Main St./Shenandoah Rd.:** Construct roundabout	2 Year	$ 3.8M			$ 1.1M	$ 200K	$ 2.5M
B	Jackson	**SR 88/Sutter Street:** Realign & Signalize Intersection	1 Year	$ 837K			$ 477K		$ 360K
C	County	**Ridge Rd./New York Ranch Rd.:** Signalize intersection	1 Year	$ 2.2M					$ 2.2M
D	Sutter C.	**Ridge Rd./Sutter Hill Rd.:** Realign intersection	1 Year	$ 974K					$ 974K
1	County	**Shake Ridge Rd.:** Misc. curve corrections	2 Year	$ 772K					$ 772K
2	Sutter C.	**Sutter Creek Bridge:** Bridge replacement	2 Year	$ 2.7M					$ 2.7M
3	County	**Fiddletown Rd. Bridge:** Bridge replacement	5 Year	$ 2.8M					$ 2.8M
E	Jackson	**SR49/French Bar:** Signalize intersection	1 Year	$ 2.M			$ 2.M		
F	County	**Fiddletown Rd./Shenandoah Rd.:** Realign intersection	3 Year	$ 1.6M					$ 1.6M
		SR 88 Pine Grove Corridor Improvement Project ($42.5M total)							
	Pine	PS&E	3 Year	$ 1.6M	$ 1.6M				
	Pine	ROW	5 Year	$ 3.9M	$ 3.9M				
5	Pine Grove	A. SR 88: Berry St to Hilltop Rd. Rehabilitation and widening of SR 88. Signalize intersections, ped crossing, revise school access, add sidewalks.	10 Year	$ 10.8M	$ 10.8M				
7	Ione	**SR 104; E. Main to Elementry School: S**idewalks, bike lanes, school access & **s**afety	10 Year	$ 350K					$ 350K
		SR 49/88 Jackson Corridor Improvement Project ($33.1M total)							
	Jackson	PA&ED	10 Year	$ 1.2M	$ 1.2M				
		PS&E	10 Year	$ 1.4M	$ 1.4M				
8		A. SR 49/88 from "Jackson Local Collector" to Main St.: Curb ramps & sidewalks	20 Year	$ 2.4M					$ 2.4M
I		C. SR 49/SR 88 Intersection: Widen bridge & add Lft. turn pockets, improve ped crossing	20 Year	$ 6.4M					$ 6.4M
10		D. SR 49 from SR 88 to Clinton Rd.: Sidewalks from SR 88 to Schober Ave. & from South Ave. Bridge to French Bar, add SB lane & sidewalk from French Bar Rd. to Clinton	20 Year	$ 3.6M					$ 3.6M
		Sutter Street Extension ($8m total)							
18	Jackson	A. Connect Sutter Street to Hoffman	(+/-20 year)	$ 5.2M	$ 2.2M			$ 3.2M	$ 2.6M
19		B. Hoffman from Sutter Street to Argonaught: Improve to Collector Standards	(+/-20 year)	$ 2.8M					
		Wicklow Way Extension ($11.6M total)							
20	County	B. Wicklow Way to Stony Creek: Construct Collector w/ New Development	(+/-20 year)	$ 4.6M	$ 2.M			$ 2.6M	
21		C. Stony Creek from Argonaut to Wicklow: Improve to Collector Standards	(+/-20 year)	$ 2.2M					$ 2.2M
23	County	**Shenandoah Rd. @ Bell Rd./PM 3.80:** Improve shoulders/drainage, pavement rehab	(+/-20 year)	$ 1.3M					$ 1.3M
22	County	**Fiddletown Rd. @ PM 9.0:** Improve shoulders, pavement rehab, curve corrections	(+/-20 year)	$ 1.1M					$ 1.1M
45	County	**New York Ranch Corridor:** Improve shoulders, pavement rehab, curve corrections	(+/-20 year)	$ 731K					$ 731K
46	County	**Michigan Bar Rd. Corridor:** Improve shoulders, pavement rehab, curve corrections	(+/-20 year)	$ 416K					$ 416K
52	County	**Latrobe Rd.;** Various Locations: Widen roadway & shoulders	+20 year	$ 676K	$ 676K				
53	County	**Shenandoah Rd.;** Various Locations: Widen shoulders, improve drainage, overlay	+20 year	$ 937K					$ 937K
		SR 49 Plymouth Corridor Improvement Project ($16.5M total)							
	Plymouth	**PA&ED**	20 Year	$ 1.3M	$ 1.3M				
		C. SR 49/Empire: Inersection improvements, widening, & multimodal improvements	20 Year	$ 3.5M	$ 1.5M			$ 2.M	
		D. SR 49/Zinfandal Rd.: Intersection Improvements	20 Year	$ 2.6M					$ 2.6M
		Western Ione Roadway Strategy ($106.8M total)							
?	Ione	**SR 104/Golf Links Dr.:** Intersection improvements	20 Year	$ 1.5M	$ 1.5M				
34		A. Construct Collector w/ New Development	20 Year	$ 6.9M					$ 6.9M
35		B. Construct Collector w/ New Development	20 Year	$ 6.M					$ 6.M
36		C. Upgrade To Collector Standard	20 Year	$ 722K					
37		D. Upgrade To Collector Standard(bridge)	20 Year	$ 629K				$ 3.M	$ 1.1M
38		E. Upgrade To Collector Standard	20 Year	$ 2.7M					
?	Ione	**SR 124/Howard Park/Ione Parkway Dr.:** Turn Pockets and Intersection improvements	20 Year	$ 1.5M	$ 1.5M				
11	County	**Latrobe Rd. @ Lorentz Rd.:** Curve correction, widen shoulders, overlay	10 Year	$ 559K	$ 559K				
12	Drytown	**SR 49; SR 16 to Drytown:** Widen shoulders, improve ped crossing, safety signage	20 Year	$ 250K			$ 250K		
13	Jackson	**China Grave Yard Rd.:** Widen shoulders, drainage, shoulders, safety signage, overlay	10 Year	$ 320K					$ 320K
?	Ione	**SR 104; Shakely Ln to Sutter Ln;** sidewalks and bike signage	10 Year	$ 250K					$ 250K
?	Ione	**Shakeley Ln;** Sidewalks and bike signage	10 Year	$ 550K					$ 550K
J	County	**SR 16/Latrobe Rd.:** Add WB RT turn lane & EB receiving pocket	10 Year	$ 750K			$ 750K		
14	Ione	**SR 124; E. Main St. to Howard Park:** Complete sidewalks & pedestrian crossings	20 Year	$ 175K					$ 175K
K	County	**SR 88/Buckhorn Ridge Rd.:** Widen EB shoulder, correct sight distance	20 Year	$ 300K			$ 300K		
15	County	**SR 88; Columbia Dr. to Antelope Dr.:** Nob Hill curve correction	20 Year	$ 2.5M			$ 2.5M		
16	County	**SR 49/Bell Rd.:** Curve correction, widen shoulders	20 Year	$ 200K			$ 200K		
					$ 30.1M	**$ 0**	**$ 7.6M**	**$ 11.M**	**$ 53.8M**
		TIER I TOTAL:		$ 102.5M	$ 102.5M				

Exhibit C

Amador County
Regional Traffic Mitigation Fee
Nexus Plan Update
2015-2035

I. INTRODUCTION

Background and History of RTMF Program

The Amador County "Region" is collectively made up of Amador County, which is governed by a Board of Supervisors, and five incorporated cities (Sutter Creek, Plymouth, Jackson, Ione, and Amador City), which are governed by their respective City Councils. The Amador County Transportation Commission (ACTC) is the state-designated Regional Transportation Planning Agency (RTPA) serving the Amador County Region. The ACTC is comprised of representatives appointed by the County and all five cities.

In January, 2003, ACTC, Amador County, and the cities of Jackson, Sutter Creek, and Ione executed a Memorandum of Understanding (MOU) establishing a Regional Traffic Mitigation Fee (RTMF) Program. The cities of Plymouth and Amador City became signatories to an amended MOU in October, 2006. In accordance with this MOU, each agency has been applying the adopted RMTF fee schedule as they issue building permits for new development within their jurisdiction. The revenues collected by each jurisdiction are deposited into a restricted account that is dedicated to building various transportation improvements required to serve the Region as it grows over time.

In order to create the RMTF program, existing and future traffic volumes, planned improvements, cost estimates, and financial strategies identified in the 2004 Regional Transportation Plan (RTP) were used to develop the original Amador County Traffic Mitigation Fee Nexus Plan 2000-2025 ("Nexus"). Therefore, the RTMF Nexus was directly tiered off of the RTP and its Capital Improvement Program (CIP). This Nexus identified a specific sub-set of regionally-significant projects from the RTP that were to be funded wholly or in-part with RTMF funds. These improvements were intended to mitigate the cumulative traffic impacts that were created as new homes and businesses were constructed. This Nexus documented the legally-required "reasonable relationship" between the fees assessed on new building permits and the traffic impacts they added to the Regional Transportation System, which resulted in the need for planned improvements.

The RTMF program has been guided by an Oversight Committee comprised of representatives from the County and all five cities. The ACTC has administered the RTMF program on behalf of the cities and County since its adoption and has provided technical assistance as needed without charging administrative costs to the program. As legally required, the ACTC has issued an Annual Report each year that has identified program revenues, as well as project-specific expenditures and obligations agreed to by the cities and County in order to demonstrate that these fees are collected and spent consistent with the RTMF Nexus.

As shown below, six projects from the original Nexus have been constructed, funded either wholly or in-part, through the RTMF program. A seventh project has been fully-funded by matching RTMF revenues with other sources and will go to construction in 2015. A segment of an eighth project has been fully-funded by matching RTMF revenues with other sources and will go to construction in 2015. The remaining segments of this project and two additional projects are currently at various points in the "delivery process" (e.g. preliminary engineering, environmental, design, right-of-way, and construction).

1. $100,967 in RTMF funds were provided to Amador County to match with $480,000 of Caltrans SHOPP funding to complete the SR 88 Pine Grove/Ridge Road Intersection Project.

2. $757,000 in RTMF funds were provided to the City of Jackson to complete the SR 49-88/Main Street Intersection Signalization Project.

3. $1,200,000 in RTMF funds were provided to the City of Sutter Creek to complete the Sutter-Ione Road Improvement Project.

4. $847,851 in RTMF funds were provided to the City of Jackson along with $800,000 of additional matching funds from the Proposition 1B State-Local Partnership Program (SLPP) to complete the Mission Blvd. Extension Project.

5. $1,514,585.86 in RTMF funds were provided to the City of Sutter Creek along with $885,000 of additional SLPP matching funds to complete the Prospect Drive Intersection Realignment Project.

6. $78,000 in RTMF funds were provided to the City of Jackson to match with $702,720 of federal Highway Safety Improvement Program (HSIP) funding to complete the SR 88/Court Street Intersection Project.

7. $200,000 in RTMF funds were provided to the City of Plymouth to match with $694,103 of federal High Priority Projects (HPP) funds, $761,000 of federal Congestion Mitigation Air Quality (CMAQ) funds, $900,000 of HSIP funds, and $1.1 million in State Highway Operations and Protection Program (SHOPP) funds to complete the SR 49/Main Street Intersection Project (scheduled for construction in 2015).

8. $581,870 in RTMF funds were provided to the City of Jackson in order to complete preliminary designs, right-of-way (ROW) support (title reports, surveys, appraisals, and negotiations), and environmental clearance (hazardous materials remediation and related costs) for the Sutter Street Extension Project. This work and the standing commitment of an additional $718,130 in RTMF funds helped leverage $457,000 in Caltrans SHOPP funding and $216,000 in CMAQ funds to complete one of the project's key components; the signalization of SR 88/Sutter St. intersection (scheduled for construction in 2015).

9. $301,185 in RTMF funds were provided to the City of Ione so it could undertake preliminary engineering, analyze alternative alignments, and develop a feasible funding strategy for the Western Ione Roadway Improvement Strategy (WIRIS) project.

10. $118,641 in RTMF funds were provided to the ACTC so it could undertake preliminary engineering and environmental analysis for the SR 88-49/Argonaut Lane Intersection project.

Purpose of RTMF Update

Ten years have elapsed since adoption of the 2004 RTP and creation of the original RTMF Nexus. The ACTC is processing an update of the RTP (henceforth, 2015 RTP Update) in order to reflect new existing and future conditions, to update project scopes and cost estimates, and to revise the priorities of planned improvements. The 2015 RTP Update documents the existing traffic volumes and Levels of Service (LOS) experienced throughout the Regional Transportation System, as well as the growth in traffic volumes attributable to the new development that is expected over the next 20 years. These increasing traffic volumes are expected to result in the deterioration of LOS and an increase in traffic accidents across the Region, unless their impacts are adequately mitigated.

It is now necessary to update the RTMF Nexus Plan in order to reflect the new information contained within the 2015 RTP Update and to ensure its consistency with the RTP over the next 20 years. This is because the RTMF program is based on the projections and projects identified in the RTP. This is also because the RTMF program is a fundamental part of the RTP's transportation funding strategy. For example; population projections contained in the 2015 RTP Update show that the Region will likely see a

much slower rate of growth than previously expected – thereby resulting in lower building-permit fee revenues than anticipated. This means that less funding will be made available through the RTMF program to build the Region's planned improvements than was expected in 2004. For example, the original RTMF Nexus projected that $36,500,000 in transportation impact fee revenues would be collected within 25 years, but only $6,436,506, or 18% of anticipated revenues, has been collected over the last 10 years.

II. LEGAL FRAMEWORK

Impact fee programs must be developed, implemented, and regularly updated according to the Mitigation Fee Act, as set forth in Sections 66000 et seq. of the California Government Code (Assembly Bill 1600, 1987). This law requires that all public agencies must establish a reasonable-relationship, or "nexus", between proposed impact mitigation fees of general applicability and the new development upon which they are imposed.

As required by the Mitigation Fee Act, this report will show that there is a reasonable relationship between the RTMF and the new development upon which it is imposed. The summary below briefly addresses the five essential nexus criteria established by this law. A following Section will describe the technical inputs, methodologies, and calculations needed to ensure that the program is properly enacted.

1. Identify the Purpose of the Fee

The purpose of the RTMF is to mitigate the cumulative traffic impacts created on the regional transportation system that are specifically attributable to the new development approved throughout the unincorporated County and in the five incorporated cities. The new development anticipated throughout the region over the next 20 years is shown in Appendices A and C.

2. Identify the Use of the Fee

RTMF revenues will be used to fund a proportionate cost of the transportation improvements needed to mitigate new development's cumulative traffic impacts. These improvements are shown in Appendix H and I and in Exhibit B of the RTMF MOU.

3. Reasonable Relationship between the Fee's Use and the Type of Development

New development will generate additional traffic volumes throughout the regional transportation system, which will create or contribute to the need for planned improvements to the existing system (i.e. "impacts"). The RTMF will be used, wholly or in part, to construct these improvements (i.e. "mitigations"). The level of impact resulting from different types of development can be measured by using various "trip-generation rates", or the amount of traffic created by each type of development (see Appendix J).

4. Reasonable Relationship between the Need for the Facility and the Type of Development

The additional traffic volumes generated by new development are expected to both create new deficiencies and contribute to the incremental deterioration of existing deficiencies throughout the Regional Transportation System. These deficiencies are identified by comparing the existing and future volumes and levels of service shown in Appendix D and E by using the traffic analysis tables shown in Appendix F, as well as the safety analysis shown in Appendix G.

5. Reasonable Relationship between the Amount of the Fee and the Cost of the Facility or Portion Attributable to the Development

In order to determine the portion of costs that are specifically attributable to new development, Column E of Appendix I is used to identify the percent increase in future traffic volumes that are anticipated to impact each facility. Therefore, Column F of Appendix I shows the maximum amount of allowable costs, both for specific projects and system-wide, that is attributed to new development. The amount shown at the bottom of Column F serves as a "cost denominator" for the fee calculations. Similarly, the trip-generations rates discussed above are used to determine the total number of new trips anticipated over

the next 20 years (see Table 1). This figure serves as the "trip denominator" for the fee calculations. In order to calculate the fees themselves, the cost denominator is divided by the trip denominator in order to determine a "cost-per-trip", which is then multiplied by the trip generation rates established for each type of development. This methodology ensures that the amount of the fee imposed on each type of development (i.e. "mitigation") is reasonably related to the additional traffic they create (i.e. "impacts").

The following step-by-step explanation further explains how the RTMF Nexus Plan Update fulfills the requirement of California Government Code Section 66000, et. seq.

III. RTMF Fee Calculation

There are several generally accepted methodologies used to calculate impact fees for new development. For transportation facilities, the most common approach used is the "Plan-Based" methodology. The eight sequential steps of this methodology are outlined below and additional supporting documentation is provided in the Technical Appendices that follow.

Step 1: Develop Projections of Future Development & Traffic Volumes

According to Department of Finance (DOF) projections, Amador County's population is expected to increase by 6,409 residents, or a total of 17.4%, by 2035. Therefore, an average-annual growth rate of approximately .8% percent is assumed for the RTP's and RTMF program's 20-year planning horizon. Accordingly, the Region is expected to see the development of 2,499 new single-family dwelling units, 754 new multi-family dwelling units, and 895 thousand square feet (ksf) of new non-residential growth (e.g. commercial, industrial, office, etc.) over the next 20 years.

These growth projections were fed into ACTC's regional growth modeling tool, UPlan. UPlan uses population figures and growth-rate data from sources such as the US Census Bureau and DOF that determine the amount of, rate of, and types of new development that are anticipated in order to predict *where* this growth is *most likely* to occur. This is done by applying "attractions" (where future growth is *more* likely to go), "discouragements" (where future growth is *less* likely to go), and "masks" (where future development *cannot* go), as well the land use designations from city/county General Plans.

In order to determine how this growth would impact the Regional Transportation System, the anticipated development pattern provided by UPlan is used as an input for the ACTC's regional traffic model. The regional traffic model is used to convert the growth projected by UPlan into new automobile trips by using the trip-generation rates that are established for each type of new development. The regional traffic model then places those trips onto the roadway network depending on what areas, or "Traffic Analysis Zones", the they are generated in. These new trips are then added to existing traffic volumes in order to forecast the traffic demands expected in 2035.

The future development pattern provided by UPlan is shown in Appendix A. A map of Traffic Analysis Zones (TAZ) is shown in Appendix B. Existing and future development for each land use category and TAZ is shown in Appendix C. Existing and future traffic volumes are shown in Appendix D.

Step 2: Determine Needed Improvements

In order to determine what improvements are needed to serve these future transportation demands, traffic operations and safety were evaluated.

(A) Traffic Operations – The regional traffic model was used to perform a Level of Service (LOS) analysis by applying existing and future traffic volumes to the "threshold capacities" identified for each route. This quantitative analysis determines how traffic will operate on a particular facility (i.e., Level of Service) by comparing how much volume it is *designed* to carry (i.e., threshold capacity) with

how much volume it is *actually* carrying under existing conditions and is *projected* to carry under future conditions. If a roadway carries the amount of traffic it was designed for, or less, its operations are typically adequate. However, if its volume begins to exceed its capacity, then operations will deteriorate to unacceptable levels, thereby creating congestion. Accordingly, the quality of traffic operations ranges from LOS A (best) to LOS F (worst). Regional roadways are analyzed under average-daily conditions, whereas intersections are analyzed under peak-hour conditions.

The RTP's goal is to maintain LOS D, or better, within "developed communities" and LOS C, or better, for the remainder of the Region. Appendix E shows both existing and future Levels of Service based on the roadway and intersection analysis tables shown in Appendix F.

This information reveals that unless improvements are made, the region's LOS will deteriorate. Even at locations that will not cross deficiency thresholds, increasing traffic volumes will consume available capacity resulting in additional delay throughout the Regional Transportation System.

(B) Safety – A safety analysis was performed by analyzing the California Highway Patrol's Statewide Integrated Traffic Records System (S.W.I.T.R.S), which is a database that archives reported traffic accidents. This database identifies locations with historically high accident rates and provides additional detail such as the cause, category, severity, and conditions related to each incident. This data shows that there were a total of 5,169 collisions countywide at various points throughout the Regional Transportation System and local streets in the last 10 years, many of which are concentrated at certain locations such as at intersections and along roadway curves (See Appendix G). This data was cross-referenced with existing and future traffic volumes to determine the likelihood of historic trends continuing, increasing, or decreasing based on projected changes in traffic over the next 20 years. It is assumed that, unless improvements are made, the Region's accident rate as a whole will likely increase by 15%, which is directly proportionate with the increase in traffic volumes expected by 2035.

To address locations where LOS deficiencies and high accident rates are expected to occur, planned improvements were scoped by licensed traffic and civil engineers, as well as city, County, Caltrans, and ACTC staff. The improvements for these specific locations include the expansion, extension, and widening of existing roadways, the construction of new roadways, intersection improvements, turn pockets, curve corrections, shoulder widenings, safety enhancements, etc. (See Appendix H).

Step 3: Estimate Improvement Costs

Preliminary cost estimates were developed by licensed civil engineering firms using the best information available based on the project descriptions or concept designs identified for each planned improvement. The costs of these improvements, totaling $102.5 million, are shown under column "A" in Appendix I.

Step 4: Subtract the Revenues Reasonably Available from other Sources

As discussed in the RTP's Financial Element, approximately $91.5 million in new funding is expected to be reasonably available from sources other than the RTMF program over the next 20 years. These funds and the total amount of RTMF revenues reasonably expected from the region's new development will be used to construct the RTP's list of Tier I, or fully-fundable, projects. The remainder of the Region's projects, for which full funding is not anticipated, are included in the RTP's list of Tier II, or unfunded, projects.

This Nexus and the RTP's Tier I list of improvements identify which projects will be funded through the RTMF program over the next 20 years based on the impacts created by new development and the priorities established by the cities and county. Because RTMF funds are typically matched with revenues from other sources in order to fully fund and construct the cities' and county's priority improvements, RTMF funded projects are typically those that are expected to have the necessary supplemental funding

needed to ensure their completion. This requires the cities and county to balance the total amount of RTMF revenue that can reasonably be generated by new development over the next 20 years with the amount of other funding that is reasonably expected to become available from other sources. Therefore, the number of projects that can be constructed, wholly or in-part with RTMF funds, over the next 20 years is limited to and commensurate with the revenues reasonably available from other sources.

Step 5: Determine the Percent of Costs Attributable to New Development

Only that portion of the costs needed to address the impacts of new development can be included in the RTMF methodology. This includes the cost of improvements needed to address new deficiencies, as well as the incremental deterioration of existing deficiencies that are exacerbated by additional traffic volumes generated by future growth. In order to distinguish this portion of costs, existing traffic volumes (which cannot be used in the Nexus fee calculation) were identified for each facility. These figures are shown under column "B" in Appendix I. By comparing these figures with the additional volumes expected in 2035, as shown under column "C", the volume and percentage increase attributable to new development can be shown under columns "D" and "E".

Consistent with the previous RTMF methodology, the increase of new traffic volumes impacting each facility is used as a measurement to determine what percentage of improvement costs is attributable to new development throughout the region (see column "F"). This percentage is the maximum cost that could legally be assigned to new development and serves as the "cost denominator" in the Nexus fee calculation. As shown at the bottom of column "F", this total amount is $40.2 million. However, it is important to note that while the cities and County may *not* impose a fee that is higher that the maximum amount legally allowable, they *may* reduce the fee imposed to a lower amount, if they so choose.

Step 6: Assign Trip-Generation Rates for Each Type of New Development

The level of impact resulting from different types of development can be measured by using the trip-generation rates that are established for each type of development. These rates are quantified in the Institute of Transportation Engineers' Trip Generation Handbook, which assigns a different rate for each type of development based on the results of national surveys across a broad range of urban and rural communities. These trip generation rates are used because they are nationally recognized as appropriate for estimating the amount of traffic created by each type of development, they are recommended by Caltrans for use in traffic impact analysis statewide, and they are accepted by local agencies in Amador County for use in the RTMF program. These trip generation rates provide a fairly accurate and detailed set of data that allows for indexing of the fees charged to various land uses to the equivalent of a single family dwelling unit, or Dwelling Unit Equivalent (DUE).

A trip is defined as a one-way vehicle movement that begins or ends within the development's site. Consistent with the previous RTMF methodology, trip-rates established for non-residential land uses account for "pass-by" trips, "diverted" trips, and "on-site internal capture" trips. Pass-by trips are trips that would frequent new development, but are already in the traffic stream that passes the new development site prior to its development. Diverted trips are trips that already exist on parallel roadways in the network, but which would be diverted to the site of new development due to various factors such as market forces or more convenient location of services. Internal capture adjustments reflect the fact that, on sites with multiple uses, such as shopping centers and mixed-use developments, some trips would occur entirely on the site without using the surrounding roadway system. The overall effect of these adjustments are that commercial trip generation rates were reduced by 30-40 percent, trip generation for employment intensive uses (e.g., office and industrial) was reduced by 5-10 percent, and trip rates for institutional uses were reduced by 25-30 percent. Trip rates for residential uses and recreational other uses were not reduced. These adjustments are derived from information published by ITE in the Trip Generation Handbook. These rates are shown in Appendix J.

Step 7: Determine the Total Trips from New Development Used in the RTMF Calculation

As shown in Table 1, a total of approximately 41,753 new trips will be added to the Regional Transportation System by the new development expected within Amador County over the next 20 years. This figure is determined by multiplying total number of new units forecast for each land use category by the trip generation rate for each category.

This calculation of total new trips reflects only those trips generated by new development within Amador County and excludes any new trips generated outside the County (external "through trips"). This ensures that only new trips "internal" to Amador County are being used in the Nexus fee calculation.

Table 1
Trip Generation for 20-Year Countywide Land Use Growth

Land Use	Unit	20-Year Land Use Growth	Adjusted Trip Rate[3]	Trips Generated
Residential				
Single-Family Dwelling Units	DU	2,499	10.00	24,990
Multi-Family Dwelling Unites	DU	745	7.10	5,290
Total Residential				30,280
Non-Residential				
Shopping Center[1]	KSF	113	20.00	2,260
General Commercial[1]	KSF	94	20.00	1,880
Office[1]	KSF	486	11.00	5,346
Light Industrial[1]	KSF	202	6.00	1,212
Wine (Winery)[2]	Trips	775	1.00	775
Total Non-Residential				11,473
			Total New Daily Trips:	41,753

Note: DU = Dwelling Units, KSF = 1,000 Square Feet, ITE 9th Edition Rates
1. Assumes 0.25 Floor-Area-Ratio
2. New trips generated by new Winery growth were provided directly by ACTC
3. Adjusted trip rates obtained from ACTC, to account for pass-by, diverted, and internal trips

Step 8: Distribute the Cost of RTMF Improvements to Each Land Use Category

The final step in the methodology for this RTMF Nexus is to allocate the costs attributable to new development to each land use category. This is done by establishing a “cost-per-trip” (i.e. the amount of RTMF improvement costs that will be charged to each trip), which is used to determine a “fee-per-unit” for each type of development (i.e. the fee charged per individual dwelling units for residential uses, per thousand-square feet for commercial uses, etc.) based on the amount of traffic that they each create. This is done using the following methodology:

The total cost of improvements attributable to new development identified in Step 5 is divided by the total number of new trips attributable to new development as identified in Step 7. This establishes a cost-per-trip that is then multiplied by the trip generation rates identified in Step 6 in order to finally arrive at the fee assessed per unit of each type of new development. This formula, shown below, ensures that the

amount of the fee charged to each type of development is based on the amount of traffic, or impacts, that they generate.

> ***Fee Formula****:*
> *(Cost A*ttributable to New Development*) / (Total Trips from New Development) = (Cost-per-trip)*
> *(Cost-per-trip) X (Trip Generation Rate) = Fee-per-unit*

It is important to note that, in 2011, the county and cities (except for Amador City) adjusted this formula by reducing the fees charged on retail/commercial uses and increasing the fees charged on residential uses. The trip rates for the retail/commercial categories did not change, but the cost charged to them was decreased (from $304 per-trip to $167) and the amount charged to residential categories was increased (from $304 per-trip to $388). The cost-per-trip for other non-residential land use types remained unchanged ($304 per-trip). The justification for this shift was that approximately 45% of new retail development is typically needed to support new residential development (Technical Memorandum from David B. Robinson, Fehr & Peers to ACTC, June 15, 2011). Therefore, the cost burden for that portion of retail development was shifted to residential development. This adjustment was included in Amendment #2 to the original MOU for the RTMF program and is carried forward into the new Nexus Plan 2015-35.

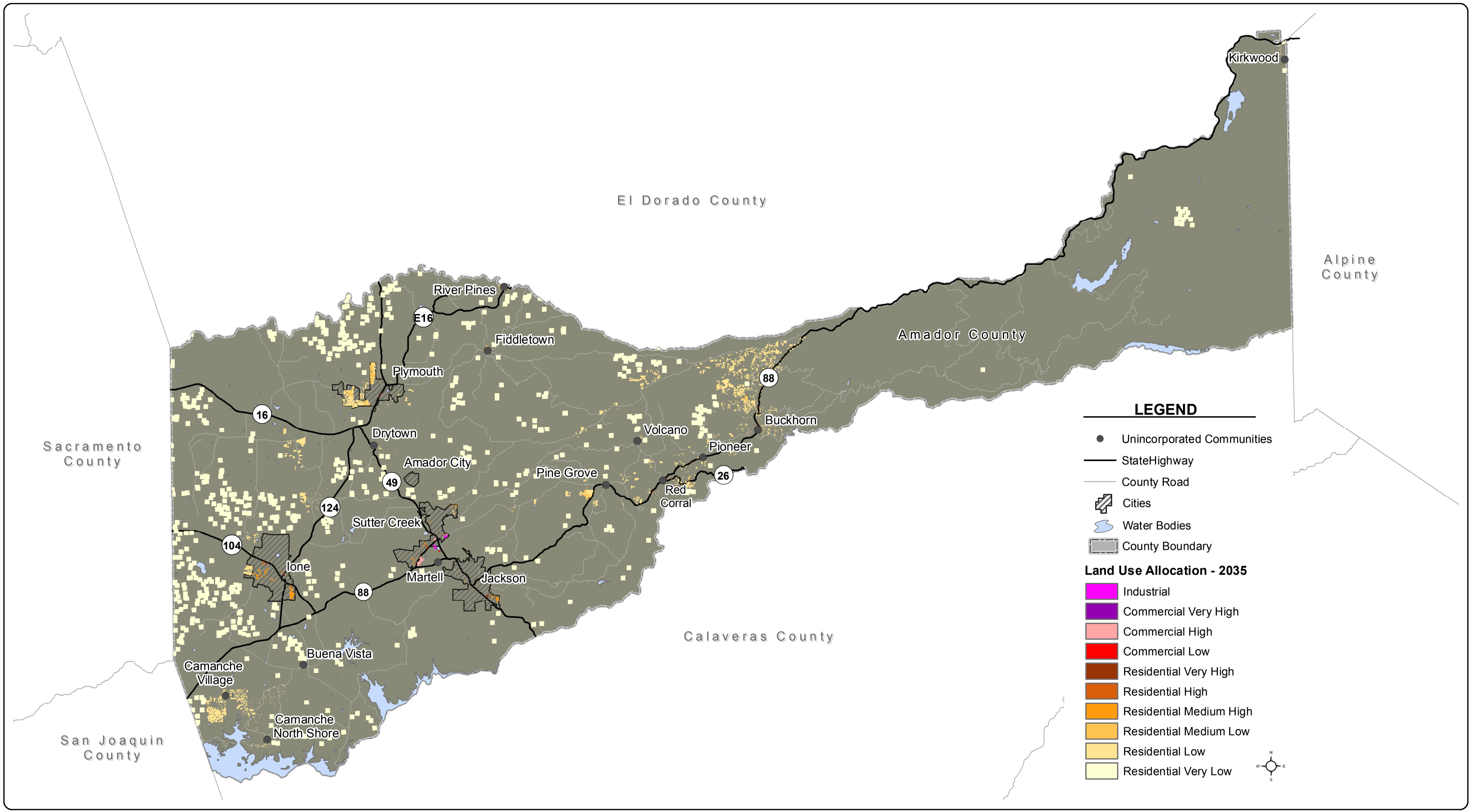
While the cities and county may not impose a fee that is *higher* than the maximum amount legally allowable, they *may* reduce the fee imposed to a *lower* amount, if they so choose. For the purpose of this Nexus, it is assumed that the cities and county do not desire to change the amount of the "reduced" fees that are currently imposed through the RTMF program. The reduced fee would collect enough revenue from new development, combined with outside funding, to fully-fund the RTP Tier 1 projects. However, it is important to note that reducing the fee would result in an increased funding deficit commensurate with the amount of the reduction, meaning that fewer needed improvements could be completed. Table 2 and Appendix L show the cost-per-trip and per-unit-fees that would result assuming that there will be no increase in the current level of the RTMF.

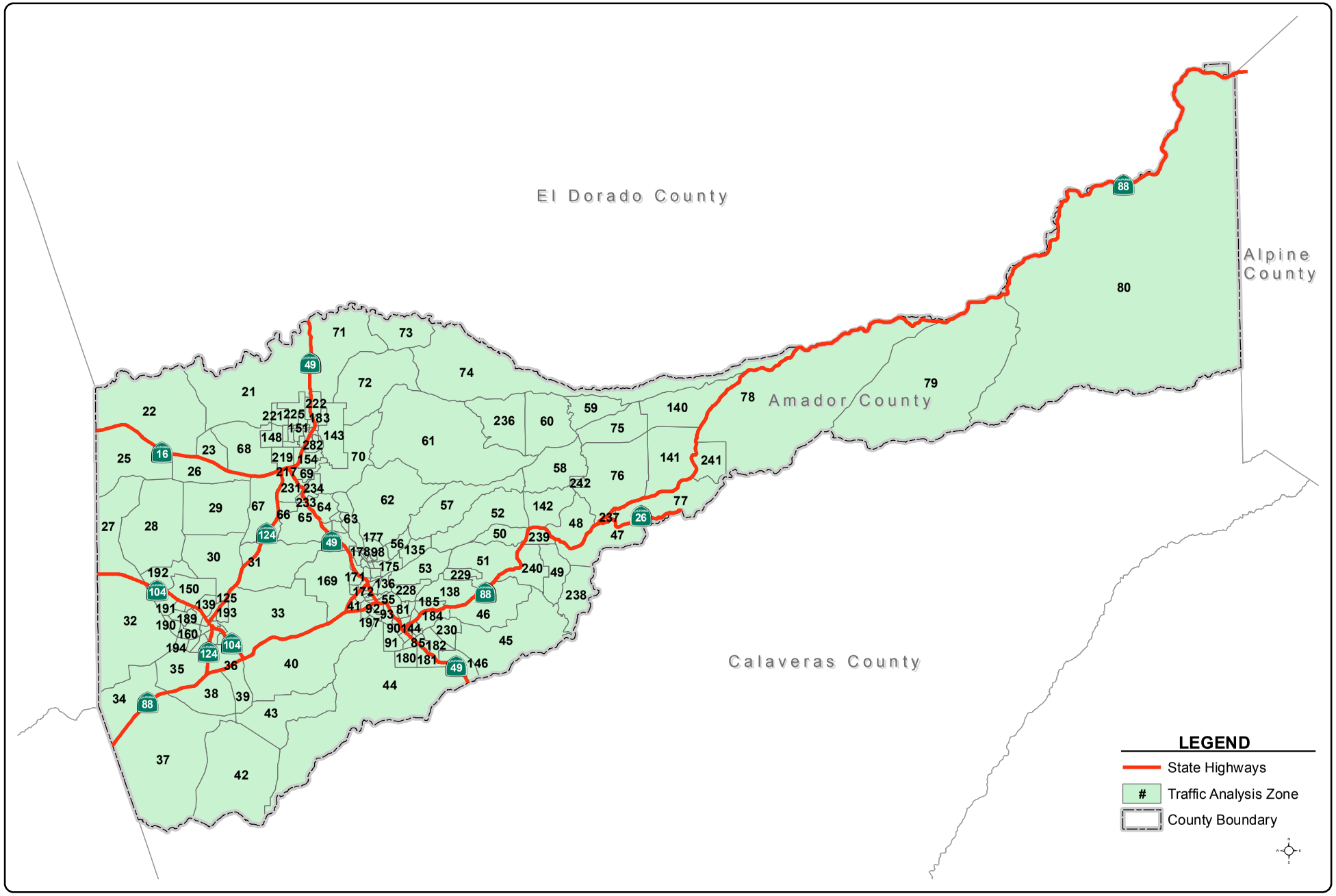
Table 2
Reduced Fee Calculation

Description	Amount
Total RTMF Improvements Cost	$14,734,158
20-Year Land Use Growth New Trips	41,753
Base Cost-Per-Trip	$352.89
Residential Cost-Per-Trip	*$388.00*
Commercial Cost-Per-Trip	*$167.00*
"Other" Non-Residential Cost-Per-Trip	*$304.00*

IV. Reference Material and Supporting Documentation

Additional reference material and supporting documentation related to this RTMF Nexus Update can be found in the Regional Traffic Model and UPlan Regional Growth Model and Chapters III, IV, and V, as well as Financial Element and Appendix F of the 2015 RTP Update. Administrative guidelines and relevant forms needed for implementation of the RTMF program are incorporated with Exhibit D of the Memorandum of Understanding that each city and the County use to adopt this Nexus Plan.


El Dorado County
Amador County
Alpine County
Sacramento County
San Joaquin County
Calaveras County
Kirkwood
River Pines
Fiddletown
Plymouth
Drytown
Amador City
Volcano
Pioneer
Buckhorn
Pine Grove
Red Corral
Sutter Creek
Ione
Martell
Jackson
Buena Vista
Camanche Village
Camanche North Shore
E16
16
88
49
124
104
26
LEGEND
Unincorporated Communities
StateHighway
County Road
Cities
Water Bodies
County Boundary
Land Use Allocation - 2035
Industrial
Commercial Very High
Commercial High
Commercial Low
Residential Very High
Residential High
Residential Medium High
Residential Medium Low
Residential Low
Residential Very Low


El Dorado County
Alpine County
Amador County
Calaveras County
LEGEND
State Highways
Traffic Analysis Zone
County Boundary

Appendix C

Table 3. Existing Land Use Database

TAZ	ATYPE_STR	SF_DU	MF_DU	CBD_KSF	SC_KSF	GC_KSF	OFF_KSF	LI_KSF	MED_KSF	ES_ENR	PARK_ACRE	HS_ENR	HI_KSF	PRISON	SKI	CASINO	WINE	REC
21	West Amador Co.	62	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0
22	West Amador Co.	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	West Amador Co.	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
24	Plymouth	51	26	14	0	3	6	6	0	0	0	0	0	0	0	0	0	0
25	West Amador Co.	42	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26	West Amador Co.	42	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27	West Amador Co.	33	0	0	0	0	0	0	0	0	0	0	84	0	0	0	0	0
28	West Amador Co.	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
29	West Amador Co.	180	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30	West Amador Co.	51	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10.6	0
31	West Amador Co.	63	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10.6	0
32	West Amador Co.	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
33	West Amador Co.	95	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
34	West Amador Co.	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
35	West Amador Co.	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
36	West Amador Co.	3	0	0	0	0	0	7.4	0	0	0	0	11.6	0	0	0	0	0
37	West Amador Co.	747	28	0	0	13.6	4	0	0	0	3	0	0	0	0	0	0	0
38	West Amador Co.	202	0	0	0	0	0	15	0	0	0	0	0	0	0	0	0	0
39	West Amador Co.	12	0	0	0	0	0	38.75	0	0	0	0	39.8	0	0	0	0	0
40	West Amador Co.	33	0	0	0	6.7	0	0	0	0	0	0	0	0	0	0	0	0
41	West Amador Co.	1	0	0	0	7.9	55.9	15.2	0	0	0	0	0	0	0	0	0	0
42	West Amador Co.	87	123	0	0	1	0	0	0	0	0	0	25.2	0	0	0	0	0
43	West Amador Co.	27	0	0	0	11.5	0	0	0	0	0	0	0	0	0	0	0	0
44	West Amador Co.	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45	Central & East Amador	222	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
46	Central & East Amador	152	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
47	Central & East Amador	283	0	0	0	12.7	0	0	0	0	3.5	0	0	0	0	0	0	0
48	Central & East Amador	279	64	0	0	19.3	33.2	0	0	275	17	0	0	0	0	0	0	0
49	Central & East Amador	336	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
50	Central & East Amador	287	0	0	0	0	23	0	0	0	0	0	0	0	0	0	0	0
51	Central & East Amador	278	0	0	0	9.4	0	0	0	0	0	0	0	0	0	0	0	0
52	Central & East Amador	448	0	0	0	16.5	0	7.9	0	0	0	0	0	0	0	0	0	0
53	Central & East Amador	187	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21.2	0
54	Jackson	3	271	0	0	9.2	27.7	0	32.3	0	2	0	0	0	0	0	0	0
55	Jackson	15	44	0	0	45.6	0	14	2.5	0	0	0	0	0	0	0	0	0
56	Central & East Amador	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
57	Central & East Amador	316	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
58	Central & East Amador	118	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
59	Central & East Amador	142	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
60	Central & East Amador	108	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
61	Central & East Amador	268	0	3.5	0	4.5	0	0	0	0	0	0	0	0	0	0	0	0
62	Central & East Amador	72	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
63	Central & East Amador	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
64	Central & East Amador	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
65	West Amador Co.	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10.6	0
66	West Amador Co.	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10.6	0
67	West Amador Co.	28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
68	West Amador Co.	38	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10.6	0
69	Central & East Amador	1	0	0	0	0	15	0	0	0	0	0	0	0	0	0	0	0
70	Central & East Amador	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
71	Central & East Amador	82	0	0	0	0	0	0	0	0	0	0	0	0	0	0	148.4	0
72	Central & East Amador	103	0	1.9	0	6.8	0	0	0	0	0	0	0	0	0	0	74.2	0
73	Central & East Amador	54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	53	0
74	Central & East Amador	383	0	0	0	16	5	0	0	0	0	0	0	0	0	0	31.8	0
75	Central & East Amador	126	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50
76	Central & East Amador	367	48	0	0	16.9	25.5	2.3	0	100	0	0	0	0	0	0	0	50
77	Central & East Amador	222	69	0	0	45	7.9	146.5	0	0	0	0	0	0	0	0	100	0
78	Central & East Amador	146	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	150
79	Central & East Amador	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	150
80	Central & East Amador	286	0	0	0	21.5	0	0	0	0	0	0	0	0	0	0	200	0
81	Jackson	44	18	0	0	6.4	0	0	0	0	0	0	0	0	0	0	0	0
82	Jackson	123	49	10.5	0	7.1	70.8	0	64.5	415	0	0	0	0	0	0	0	0
83	Jackson	5	37	0	0	1.4	69.5	0	0	0	0	0	0	0	0	0	0	0
84	Jackson	98	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
85	Jackson	169	66	0	0	37.7	36.8	5	15.2	0	0	0	0	0	0	0	0	0
86	Jackson	21	51	0	0	16.5	36.9	0	12.6	0	0	0	0	0	0	0	0	0
87	Jackson	66	150	0	0	0	11	3.9	0	0	0	0	0	0	0	0	0	0
88	Jackson	20	11	188.5	0	11.8	56.3	9.3	0	0	0	0	0	0	0	0	0	0
89	Jackson	114	0	0	0	52.4	1.6	4.6	0	0	0	0	0	0	0	0	0	0
90	Jackson	113	0	0	51.8	23.3	4.7	0	0	0	0	0	0	0	0	0	0	0
91	Jackson	22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
92	West Amador Co.	41	43	0	0	27	6.2	13.6	0	0	0	0	0	0	0	0	0	0
93	Jackson	220	2	0	0	6.8	25.2	0	0	0	0	0	0	0	0	0	0	0
94	Jackson	51	4	0	0	38.6	61.3	2.9	3	265	0	0	0	0	0	0	0	0
95	Sutter Creek	33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
96	Sutter Creek	13	0	0	0	11.9	2	0	0	0	0	0	0	0	0	0	0	0
97	Sutter Creek	0	11	0	0	30.4	25.6	11	0	0	0	0	0	0	0	0	0	0
98	Sutter Creek	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
99	Sutter Creek	68	17	75	0	0	28.2	6.9	0	162	0	0	0	0	0	0	0	0
100	Sutter Creek	5	0	17	0	0	6.5	17.6	0	0	2.2	0	0	0	0	0	0	0
101	Sutter Creek	42	5	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0
102	Sutter Creek	16	0	3	0	1	3	0	0	0	0	0	0	0	0	0	0	0
103	Sutter Creek	3	0	0	0	3.5	3.8	7	0	0	0	0	0	0	0	0	0	0
104	Sutter Creek	72	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
105	Sutter Creek	39	0	0	0	0	134	0	0	162	0	627	0	0	0	0	0	0
106	Sutter Creek	48.7	99	19	0	2.2	1.5	3.4	0	0	0	0	0	0	0	0	21.2	0
107	Sutter Creek	136	21	16.3	0	0	0	7.2	0	0	0	0	0	0	0	0	0	0
108	Sutter Creek	108	25	0	0	3	0	6.5	0	0	0	0	0	0	0	0	0	0
109	Sutter Creek	160	82	0	0	0	11.8	0	15	0	1.4	0	0	0	0	0	0	0
110	Sutter Creek	0	76	0	0	32	18.8	12.8	0	0	0.7	97	0	0	0	0	0	0
111	Sutter Creek	12	86	0	0	35.2	3.3	0	0	0	0	0	0	0	0	0	0	0
112	Plymouth	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
113	Plymouth	18	0	0	0	2	1	0	0	0	0	0	0	0	0	0	0	0
114	Plymouth	32	0	0	0	20	3	3.9	0	0	0	0	0	0	0	0	0	0
115	Plymouth	24	2	0	0	1.3	2.7	0	3	0	0	0	0	0	0	0	0	0
116	Plymouth	16	7	0	0	0	30.3	0	0	0	0	0	0	0	0	0	0	0
118	Plymouth	152	44	7	0	0	2	0	2	0	1.5	0	0	0	0	0	0	0
119	West Amador Co.	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
120	Amador City	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
121	Amador City	56	0	3	0	6.2	0	0	0	0	0	0	0	0	0	0	0	0
122	Amador City	31	13	27.7	0	0	0	0	0	0	0	0	0	0	0	0	10.6	0
123	Amador City	4	0	12.7	0	0	0	0	0	0	0	0	0	0	0	0	0	0
124	Plymouth	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
125	Ione	65	4	0	0	0	0	0	1.6	0	0	0	0	0	0	0	0	0
126	Ione	129	54	47.8	0	0	3	0	1.6	0	0.1	0	0	0	0	0	0	0
127	Ione	13	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
128	Ione	2	0	0	0	0	48.2	8.5	0	459	96.9	0	0	0	0	0	0	0
129	Ione	316	164	0	0	0	0	0	0	0	0.56	0	0	0	0	0	0	0
130	Ione	2	0	0	0	23.2	45.9	9.5	0	350	0	0	0	0	0	0	0	0
131	Ione	220	38	23.8	0	13.4	1.2	3.3	0	0	0	0	0	0	0	0	0	0
132	Ione	166	21	0	0	33.5	0	0	6	0	0.7	0	0	0	0	0	0	0
133	Sutter Creek	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
134	West Amador Co.	0	0	0	0	20.5	0	39.6	0	0	18.8	0	0	0	0	0	0	0
135	Central & East Amador	51	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
136	Central & East Amador	4	0	0	0	0	17.6	0	0	0	0	0	0	0	0	0	0	0
137	West Amador Co.	6	0	0	0	123.5	1.7	20	0	0	0	0	0	0	0	0	0	0
138	Central & East Amador	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
139	Ione	24	0	0	0	0	0	100	0	0	0	0	0	0	0	0	0	0
140	Central & East Amador	849	0	0	0	9.9	0	0	0	0	0	0	0	0	0	0	0	100
141	Central & East Amador	1138	36	0	0	26.3	6.6	10	7.8	100	11	0	0	0	0	0	0	0
142	Central & East Amador	152	0	0	0	58	18.4	0	3.7	0	0	0	0	0	0	0	0	0
143	Plymouth	68	0	0	0	0	11	0	0	49	0	3	0	0	0	0	31.8	0
144	Jackson	68	80	0	0	0	0	4.7	165	0	0	0	0	0	0	0	0	0
145	Jackson	3	88	0	0	0	0	0	89.3	0	0	0	0	0	0	0	0	0
146	Central & East Amador	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
147	West Amador Co.	0	0	0	136.5	85.9	4	0	0	0	0	0	0	0	0	0	0	0
149	Ione	17	8	0	0	3.5	5.4	0	0	0	0	0	0	0	0	0	0	0
150	Ione	5	0	0	0	0	0	0	0	0	0	0	1450	0	0	0	0	0
151	Plymouth	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
152	Ione	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
153	Central & East Amador	2	0	0	0	42.6	0	0	2.1	0	0	0	0	0	0	0	0	0
154	Central & East Amador	3	47	0	0	0	2.6	0	0	0	0	0	0	0	0	0	0	0
160	Ione	0	0	0	0	0	0	0	0	0	0	0	81	0	0	0	0	0
161	Ione	56	0	0	0	10.3	0	0	0	0	7	0	0	0	0	0	0	0
162	Jackson	44	99	1.5	0	34.1	16.8	10	0	0	0	0	0	0	0	0	0	0
163	West Amador Co.	0	0	0	111.5	0	0	0	0	0	0	0	0	0	0	0	0	0
164	West Amador Co.	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
165	West Amador Co.	0	0	0	0	0	0	0	0	0	0	0	275.9	0	0	0	0	0
166	West Amador Co.	0	0	0	110.9	51.1	0	0	0	0	0	0	0	0	0	0	0	0
167	West Amador Co.	0	0	0	149.3	68.4	0	0	0	0	0	0	0	0	0	0	0	0
168	West Amador Co.	0	0	0	0	21.9	0	95	0	0	0	0	0	0	0	0	0	0
169	West Amador Co.	2	0	0	0	47.2	11	11	0	0	0	0	0	0	0	0	0	0
172	Central & East Amador	0	0	0	0	22.7	60.7	0	0	0	0	0	0	0	0	0	0	0
174	Sutter Creek	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
175	Central & East Amador	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
176	Sutter Creek	120	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
178	Central & East Amador	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
181	Jackson	13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
182	Jackson	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
184	Jackson	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
185	Jackson	36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
186	Ione	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
188	Ione	240	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
189	Ione	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
190	Ione	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
191	West Amador Co.	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
192	West Amador Co.	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
193	West Amador Co.	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
197	Jackson	85	47	0	0	0	92	0	0	0	2	559	0	0	0	0	0	0
198	Jackson	72	0	0	67	100.9	0	10.4	0	0	0	0	0	0	0	0	0	0
216	Plymouth	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
217	West Amador Co.	11	0	0	0	15.2	0	0	0	0	0	0	0	0	0	0	0	0
218	Plymouth	1	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0
219	West Amador Co.	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
221	West Amador Co.	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
223	Plymouth	38	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0
225	Plymouth	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
228	Jackson	33	31	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0
229	Central & East Amador	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7000	0
230	Central & East Amador	48	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
231	West Amador Co.	7	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0
232	West Amador Co.	6	0	0	0	14	0	0	0	0	0	0	0	0	0	0	0	0
233	Central & East Amador	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
234	Central & East Amador	23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
235	Central & East Amador	11	0	0	0	7.5	0	0	0	0	0	0	0	0	0	0	10.6	0
236	Central & East Amador	143	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21.2	0
237	Central & East Amador	60	0	0	0	34.9	0	9.2	0	0	0	0	0	0	0	0	0	0
238	Central & East Amador	249	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
239	Central & East Amador	170	57	0	0	72	25	0	0	0	0	0	0	0	0	0	0	0
240	Central & East Amador	247	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
241	Central & East Amador	654	0	0	0	16.3	0	10	0	0	0.2	0	0	0	0	0	0	0
242	Central & East Amador	25	21	0	0	7.5	5.1	0	0	0	0.1	0	0	0	0	0	0	0
243	Central & East Amador	29	4	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0
282	Central & East Amador	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Table 4. 2035 "Increment of Growth" Land Use Database

TAZ	ATYPE_STR	SF_DU	MF_DU	CBD_KSF	SC_KSF	GC_KSF	OFF_KSF	LI_KSF	MED_KSF	ES_ENR	PARK_ACRE	HS_ENR	HI_KSF	PRISON	SKI	CASINO	WINE	REC
21	West Amador Co.	42	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22	West Amador Co.	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25	West Amador Co.	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26	West Amador Co.	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27	West Amador Co.	6	0	0	0	0	0

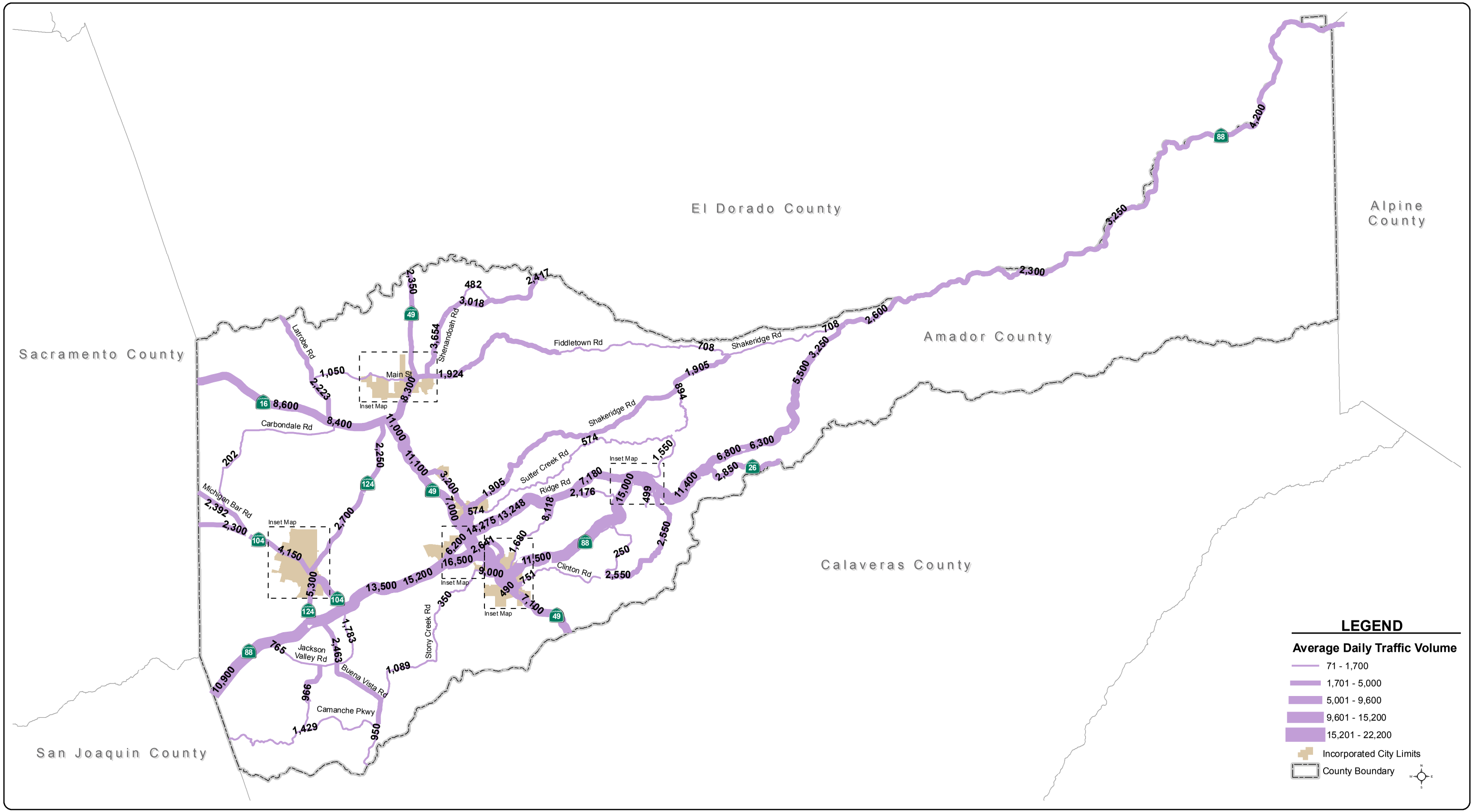
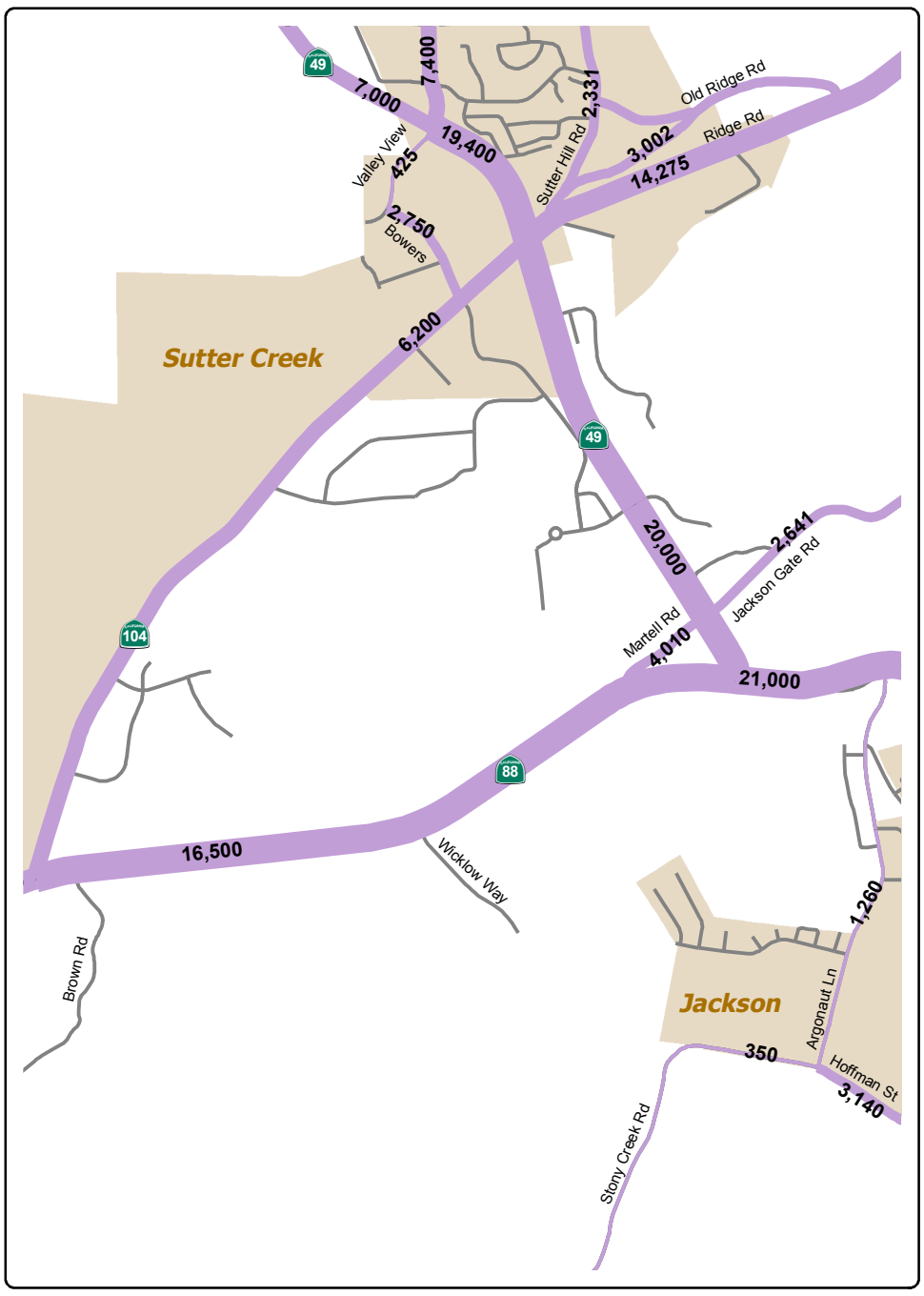
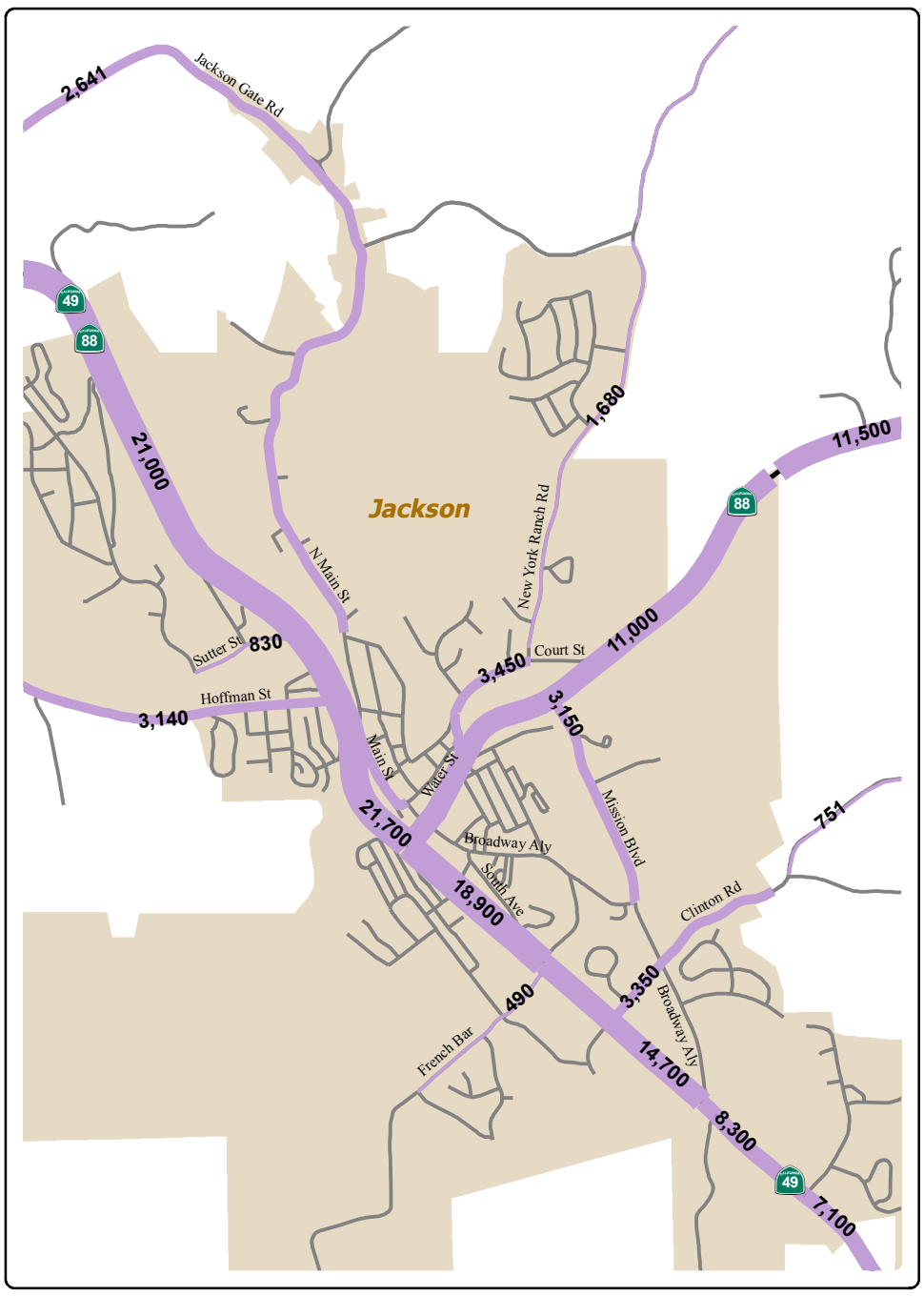
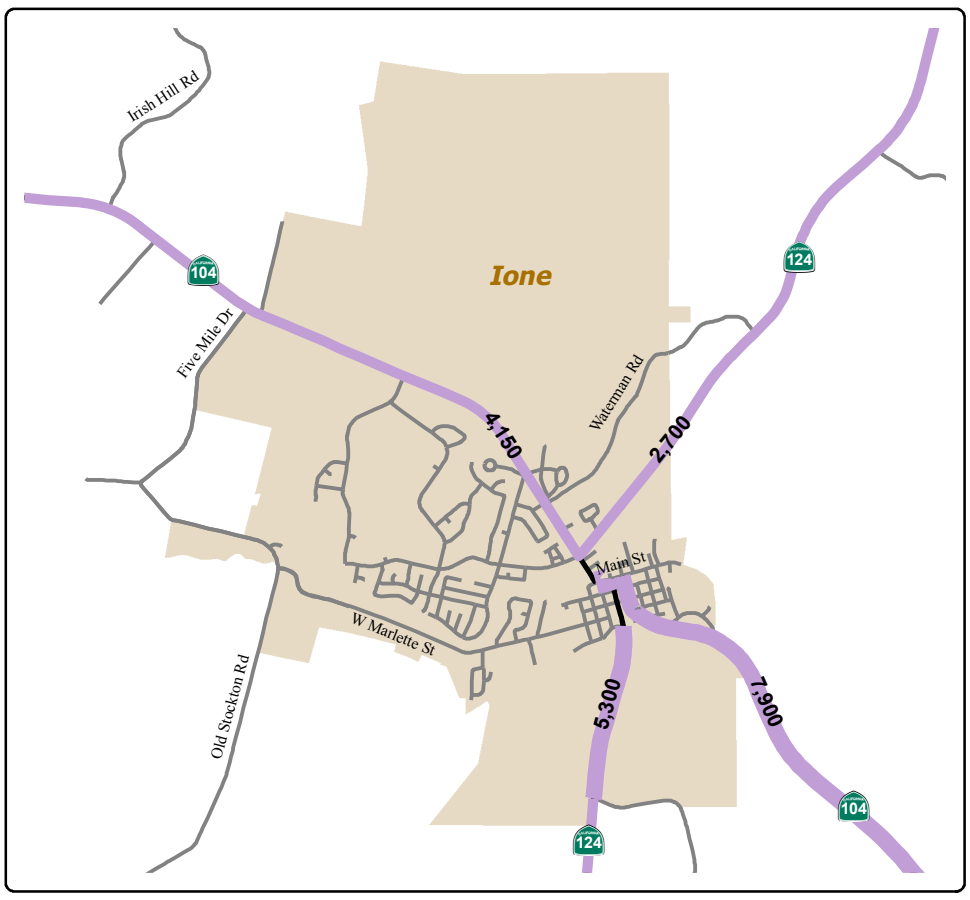
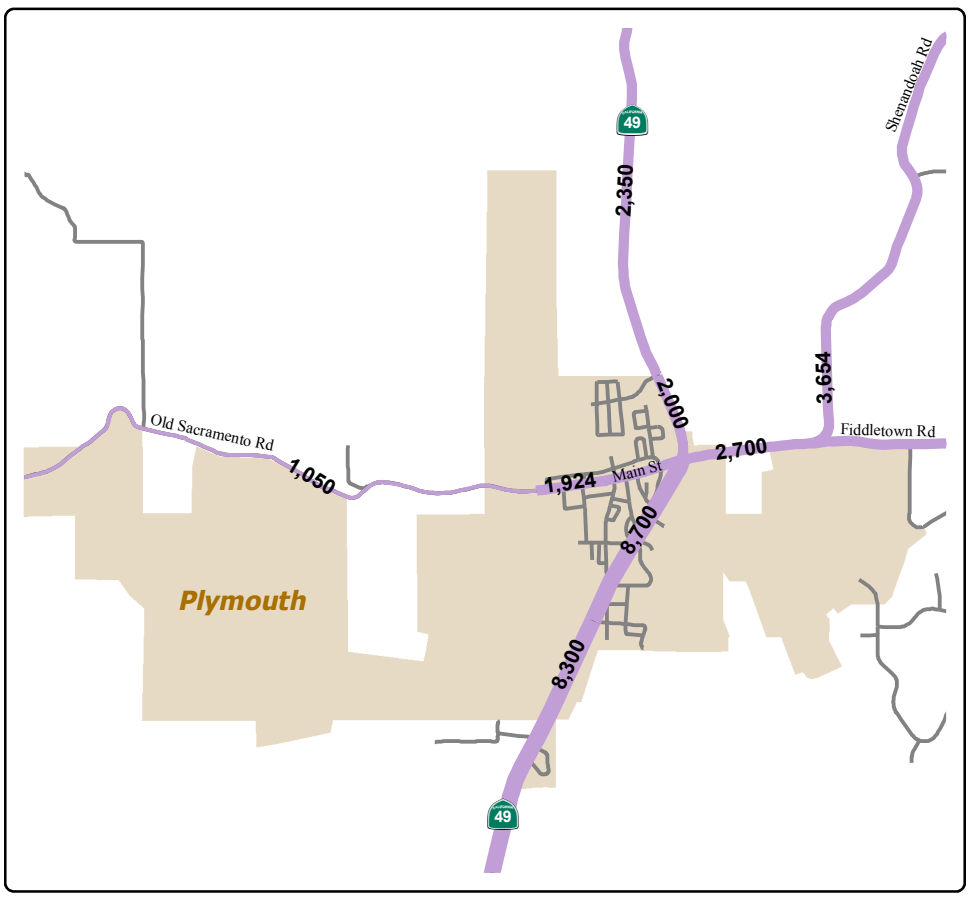

El Dorado County
Alpine County
Amador County
Sacramento County
Calaveras County
San Joaquin County
Fiddletown Rd
Shakeridge Rd
Sutter Creek Rd
Ridge Rd
Clinton Rd
Jackson Valley Rd
Buena Vista Rd
Camanche Pkwy
Stony Creek Rd
Shenandoah Rd
Latrobe Rd
Carbondale Rd
Michigan Bar Rd
Main St
Inset Map
LEGEND
Average Daily Traffic Volume
71 - 1,700
1,701 - 5,000
5,001 - 9,600
9,601 - 15,200
15,201 - 22,200
Incorporated City Limits
County Boundary

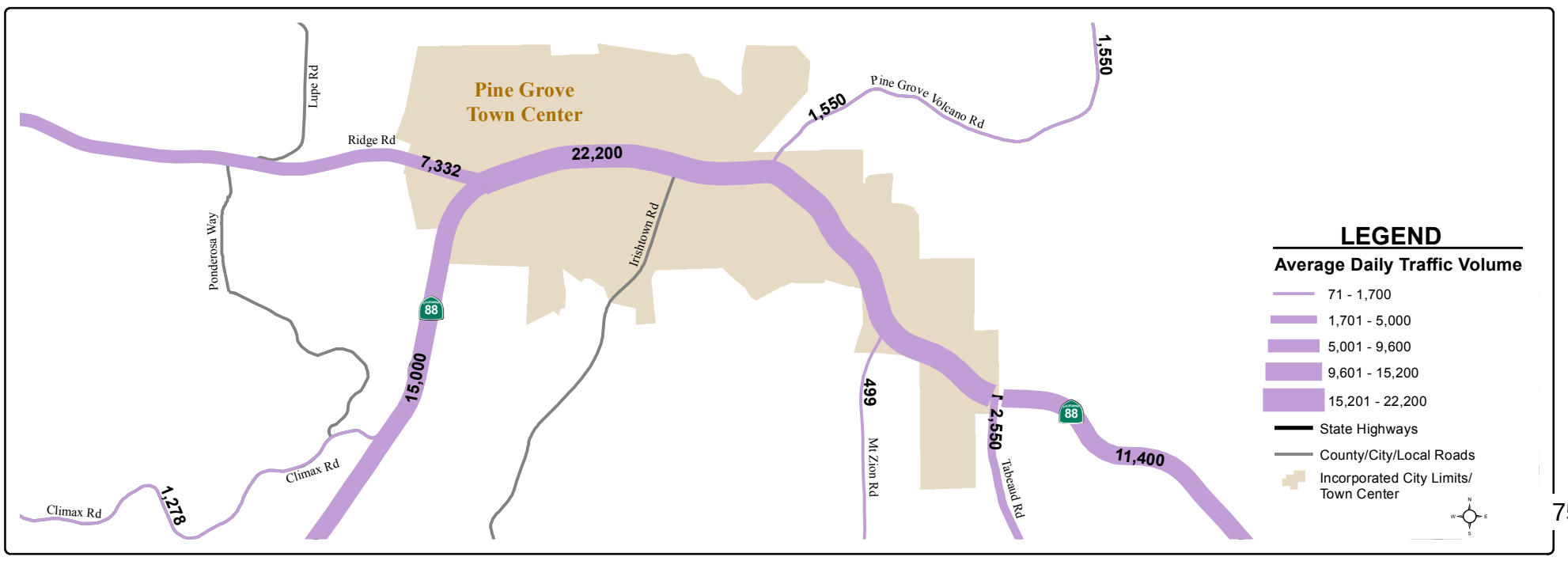
Figure 4B: 2014 Existing Average Daily Traffic Volumes (Insets)

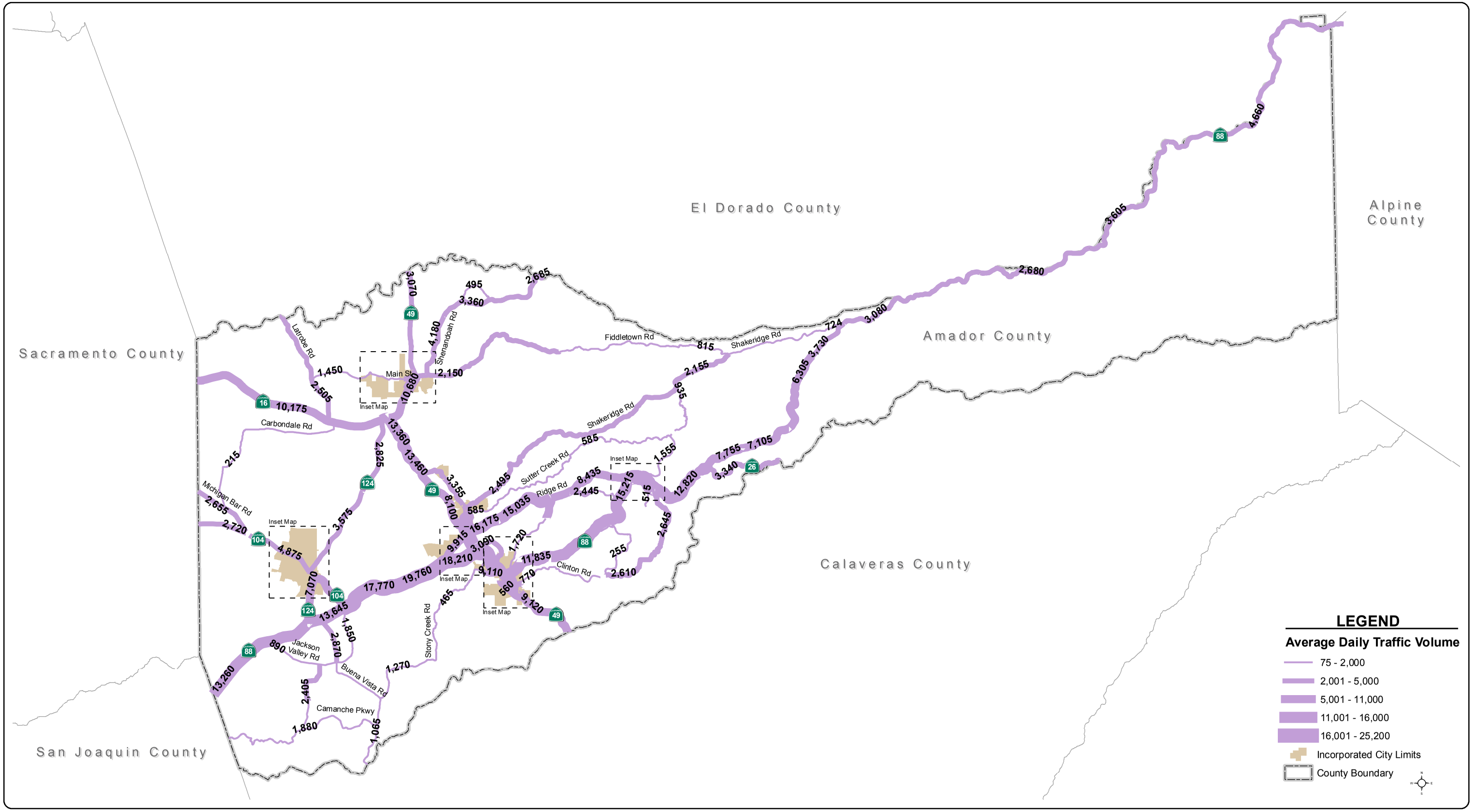


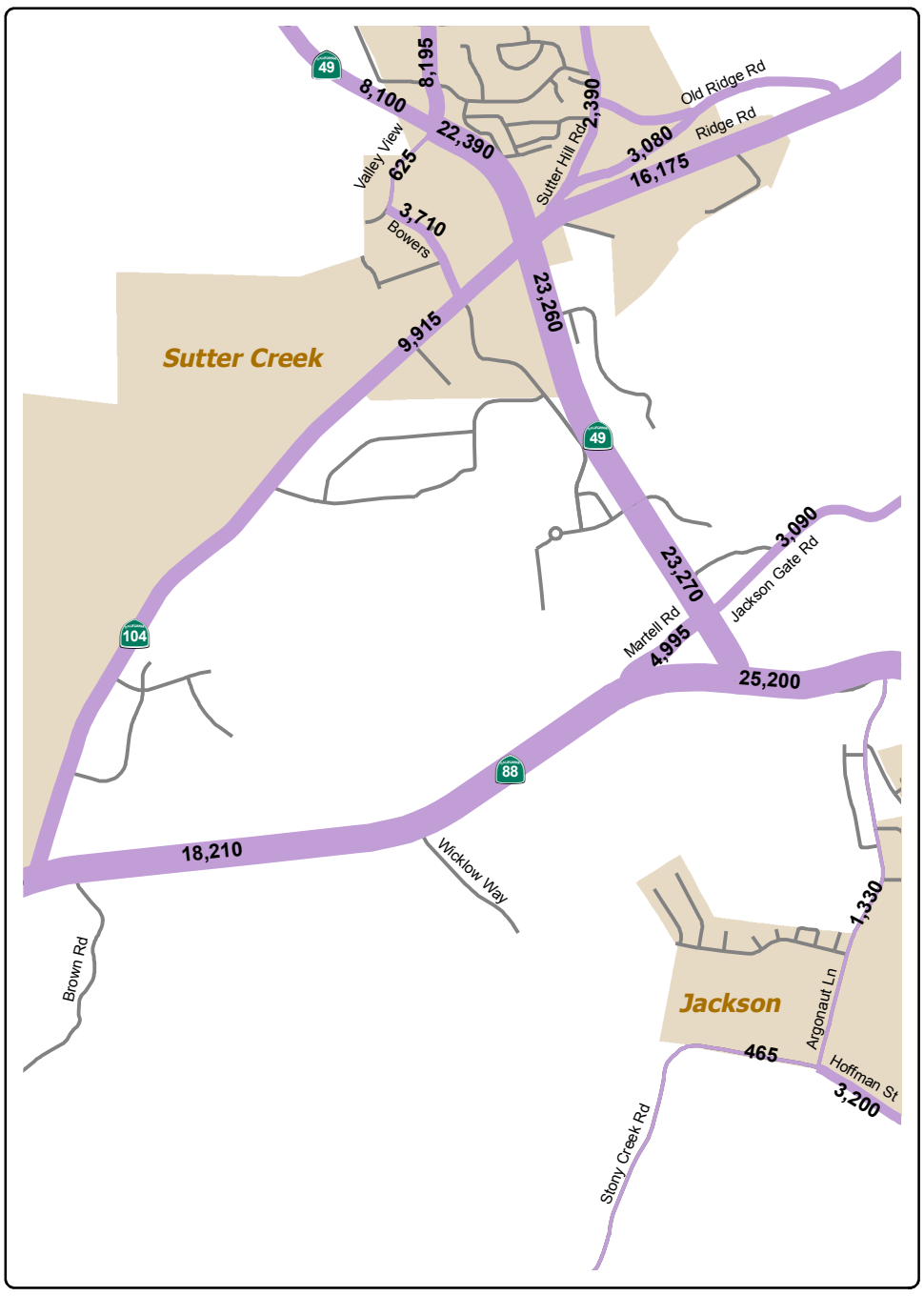


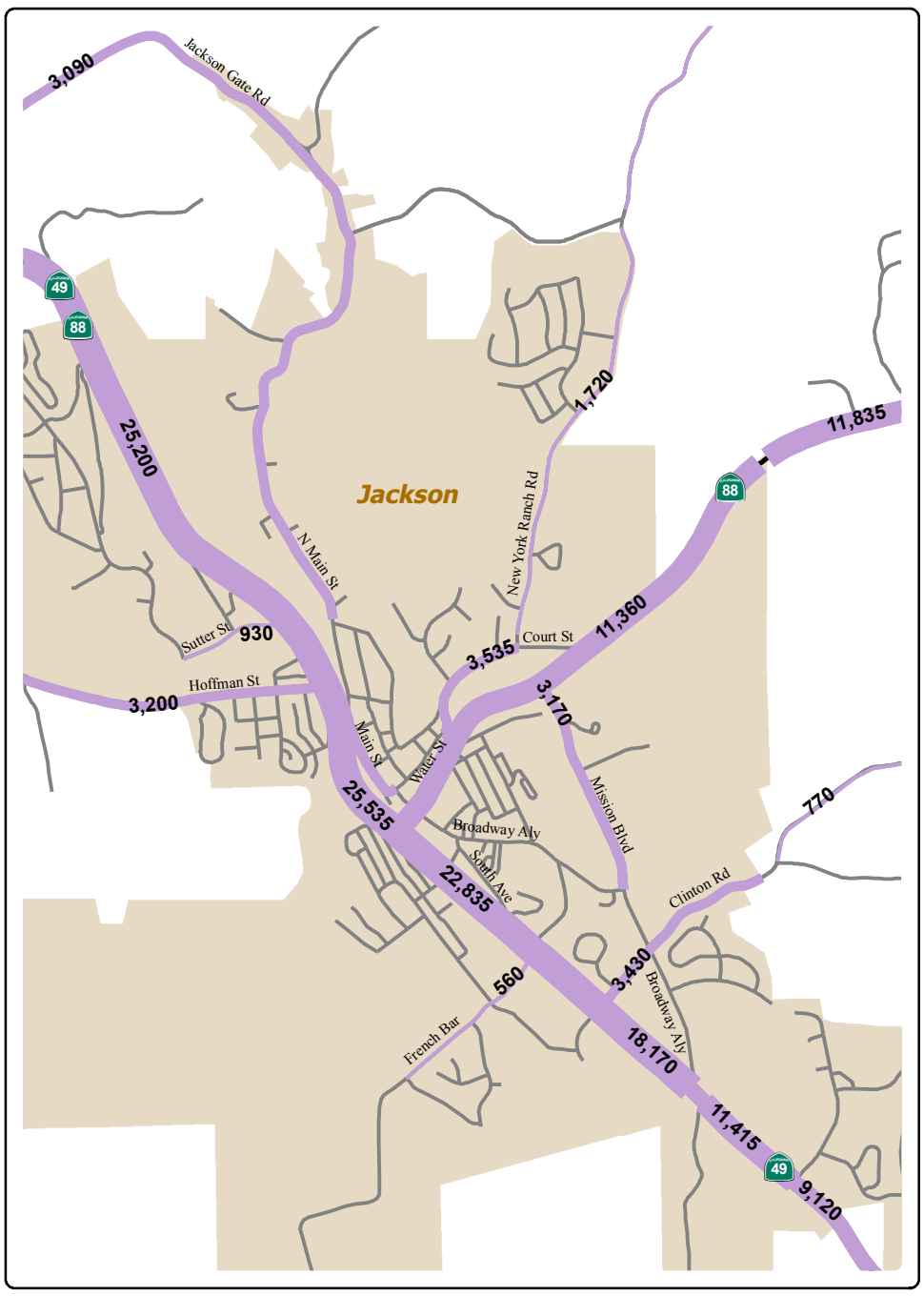


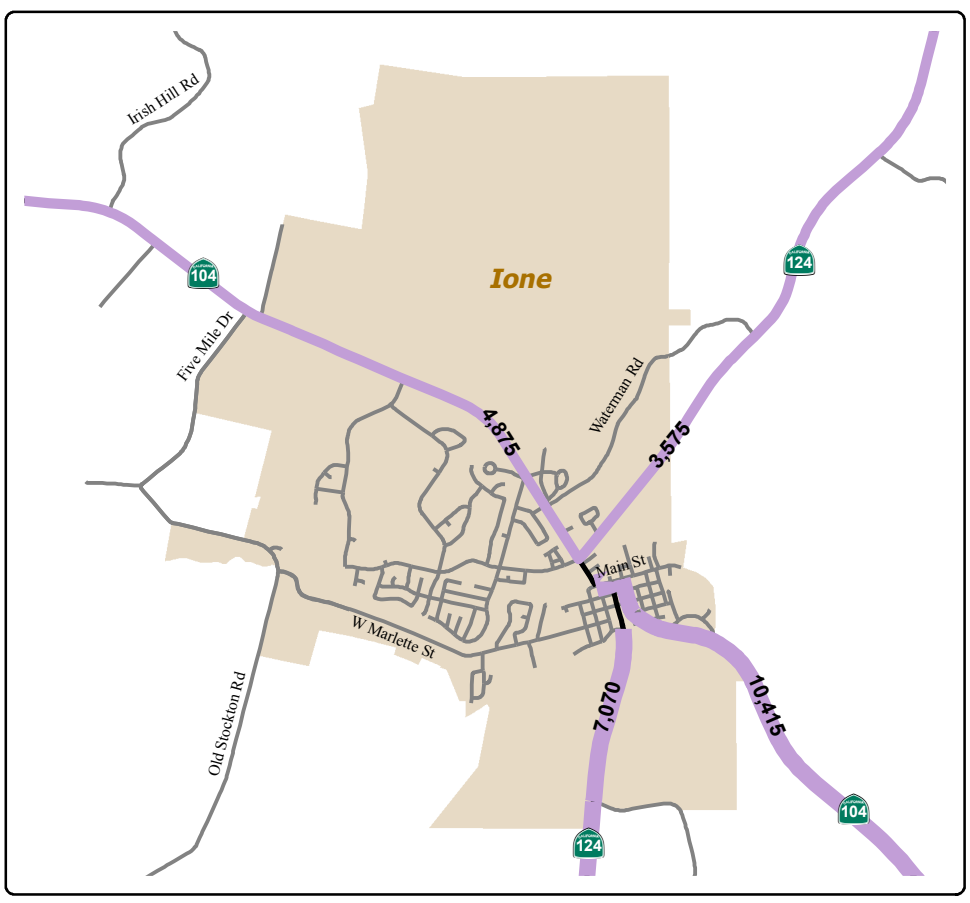


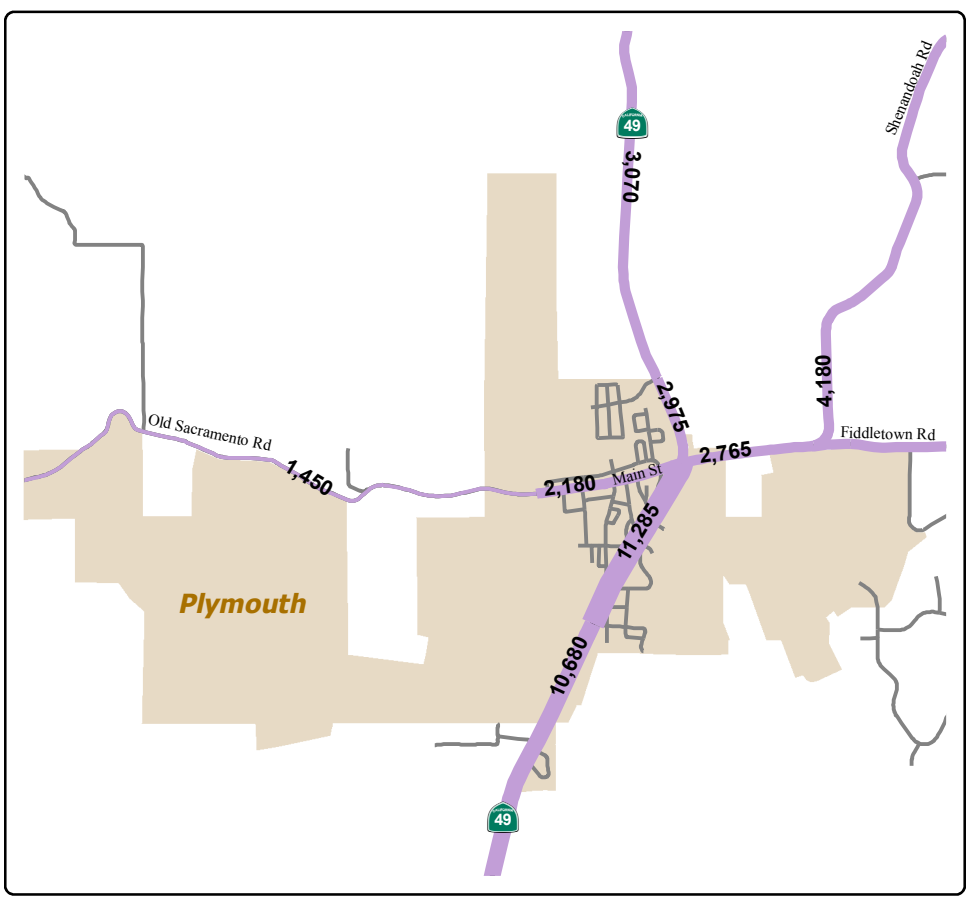


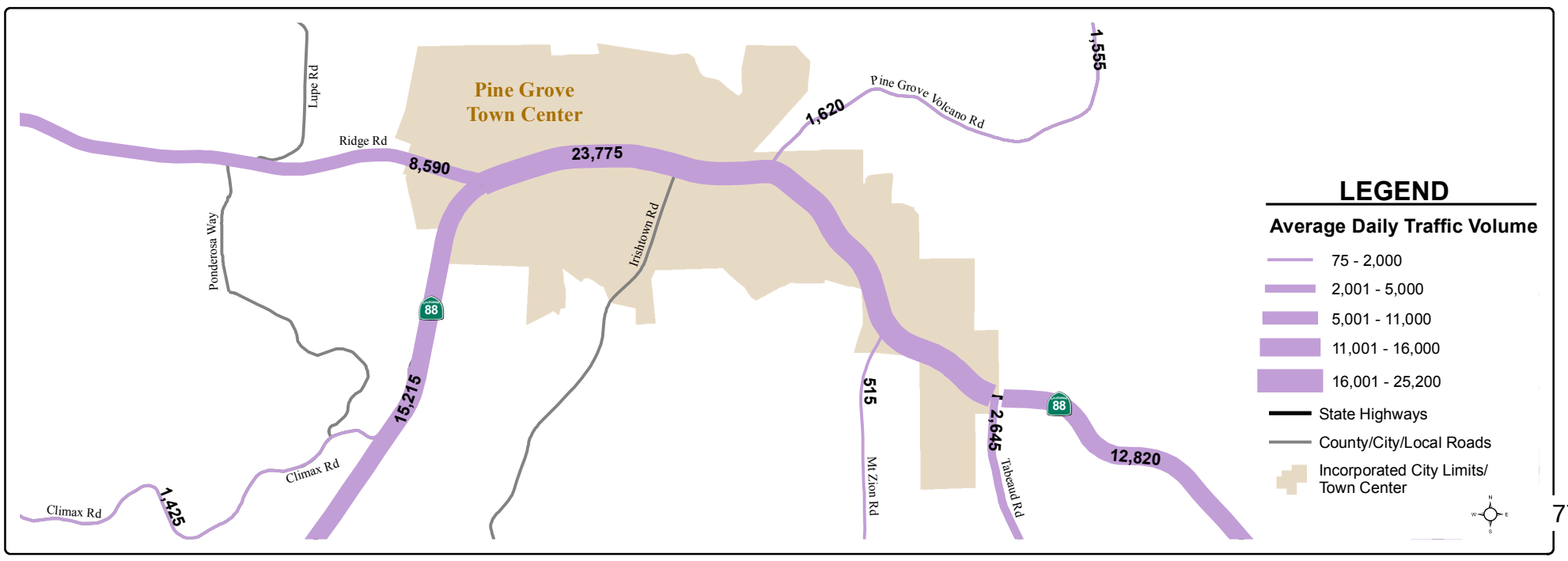

El Dorado County
Alpine County
Amador County
Calaveras County
San Joaquin County
Sacramento County
Fiddletown Rd
Shakeridge Rd
Latrobe Rd
Shenandoah Rd
Main St
Inset Map
Carbondale Rd
Sutter Creek Rd
Ridge Rd
Clinton Rd
Michigan Bar Rd
Jackson Valley Rd
Buena Vista Rd
Stony Creek Rd
Camanche Pkwy
LEGEND
Average Daily Traffic Volume
75 - 2,000
2,001 - 5,000
5,001 - 11,000
11,001 - 16,000
16,001 - 25,200
Incorporated City Limits
County Boundary


Sutter Creek
Jackson
49
104
88
8,100
8,195
22,390
2,390
3,080
16,175
625
3,710
9,915
23,260
23,270
3,090
4,995
25,200
18,210
1,330
465
3,200
Valley View
Bowers
Sutter Hill Rd
Old Ridge Rd
Ridge Rd
Martell Rd
Jackson Gate Rd
Wicklow Way
Brown Rd
Argonaut Ln
Hoffman St
Stony Creek Rd


Jackson
49
88
3,090
Jackson Gate Rd
25,200
1,720
11,835
N Main St
New York Ranch Rd
Sutter St
930
Court St
3,535
11,360
Hoffman St
3,200
3,170
Main St
Water St
Mission Blvd
25,535
Broadway Aly
770
South Ave
22,835
Clinton Rd
560
3,430
French Bar
18,170
11,415
9,120


Ione
104
124
Irish Hill Rd
Five Mile Dr
4,875
Waterman Rd
3,575
Main St
W Marlette St
Old Stockton Rd
7,070
10,415


Plymouth
49
3,070
Shenandoah Rd
2,975
4,180
Old Sacramento Rd
1,450
2,180
Main St
2,765
Fiddletown Rd
11,285
10,680


Pine Grove
Town Center
Lupe Rd
Ridge Rd
8,590
23,775
1,620
Pine Grove Volcano Rd
1,555
Ponderosa Way
Irishtown Rd
88
15,215
515
2,645
12,820
Tabeaud Rd
Mt Zion Rd
Climax Rd
1,425
LEGEND
Average Daily Traffic Volume
75 - 2,000
2,001 - 5,000
5,001 - 11,000
11,001 - 16,000
16,001 - 25,200
State Highways
County/City/Local Roads
Incorporated City Limits/
Town Center

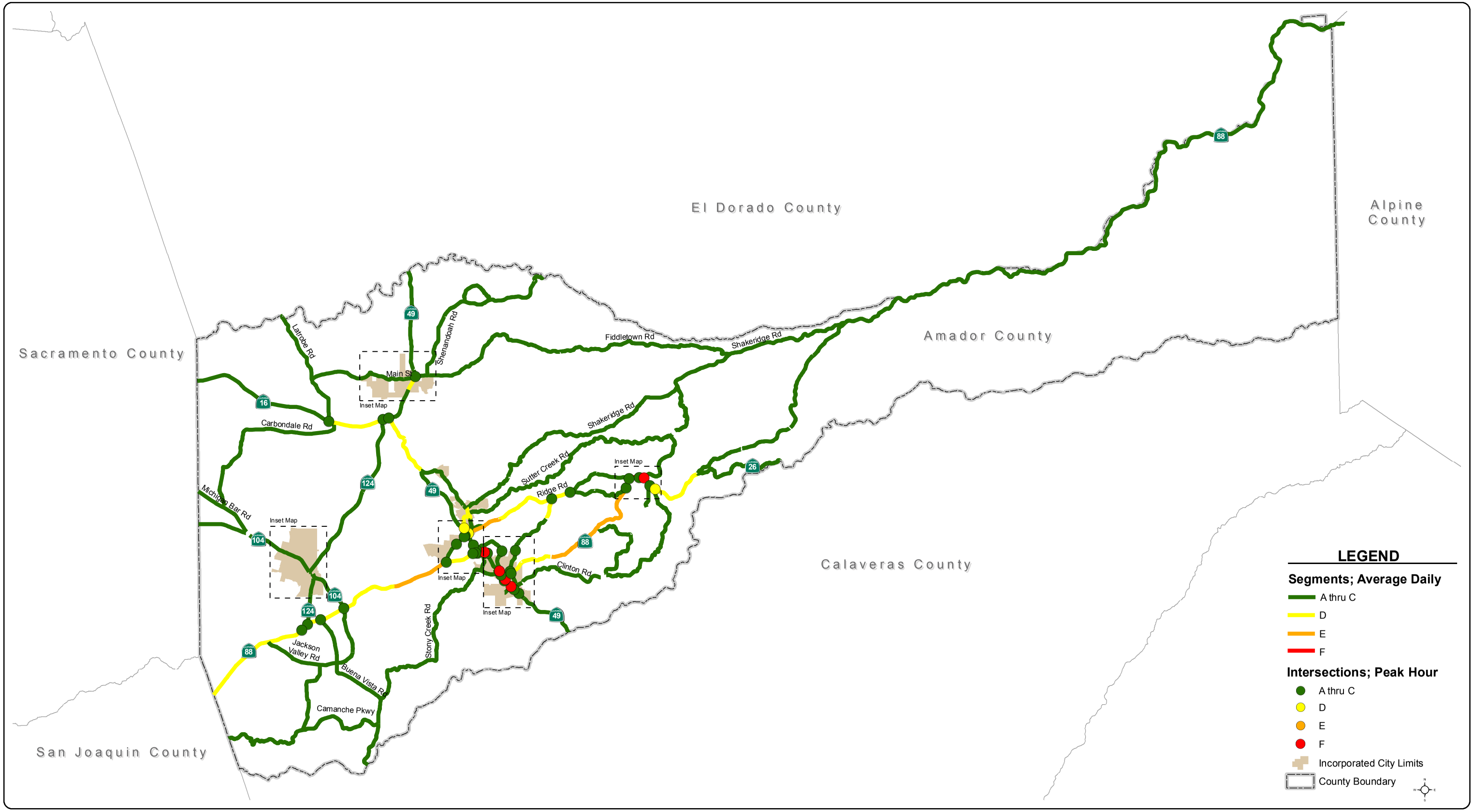
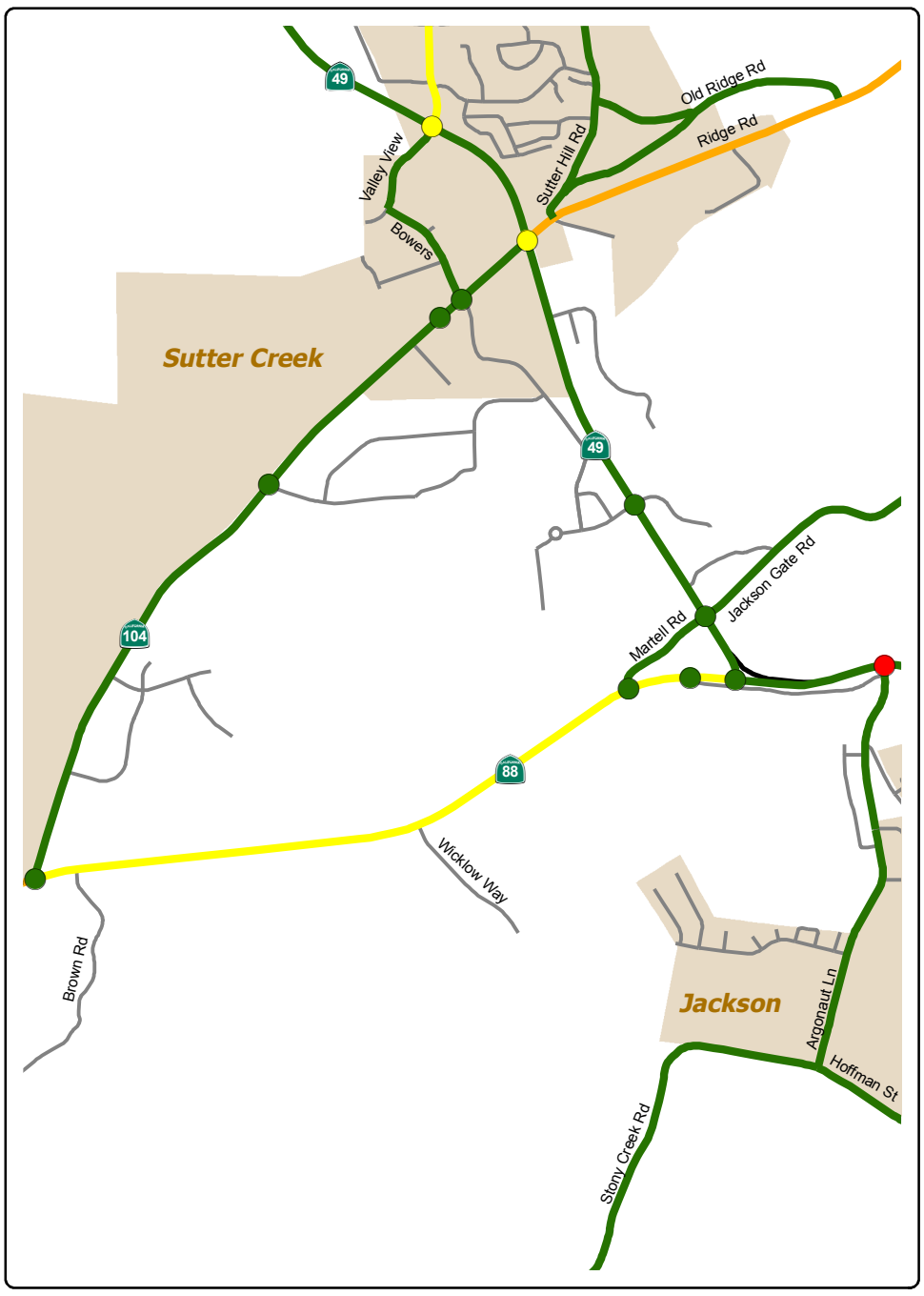
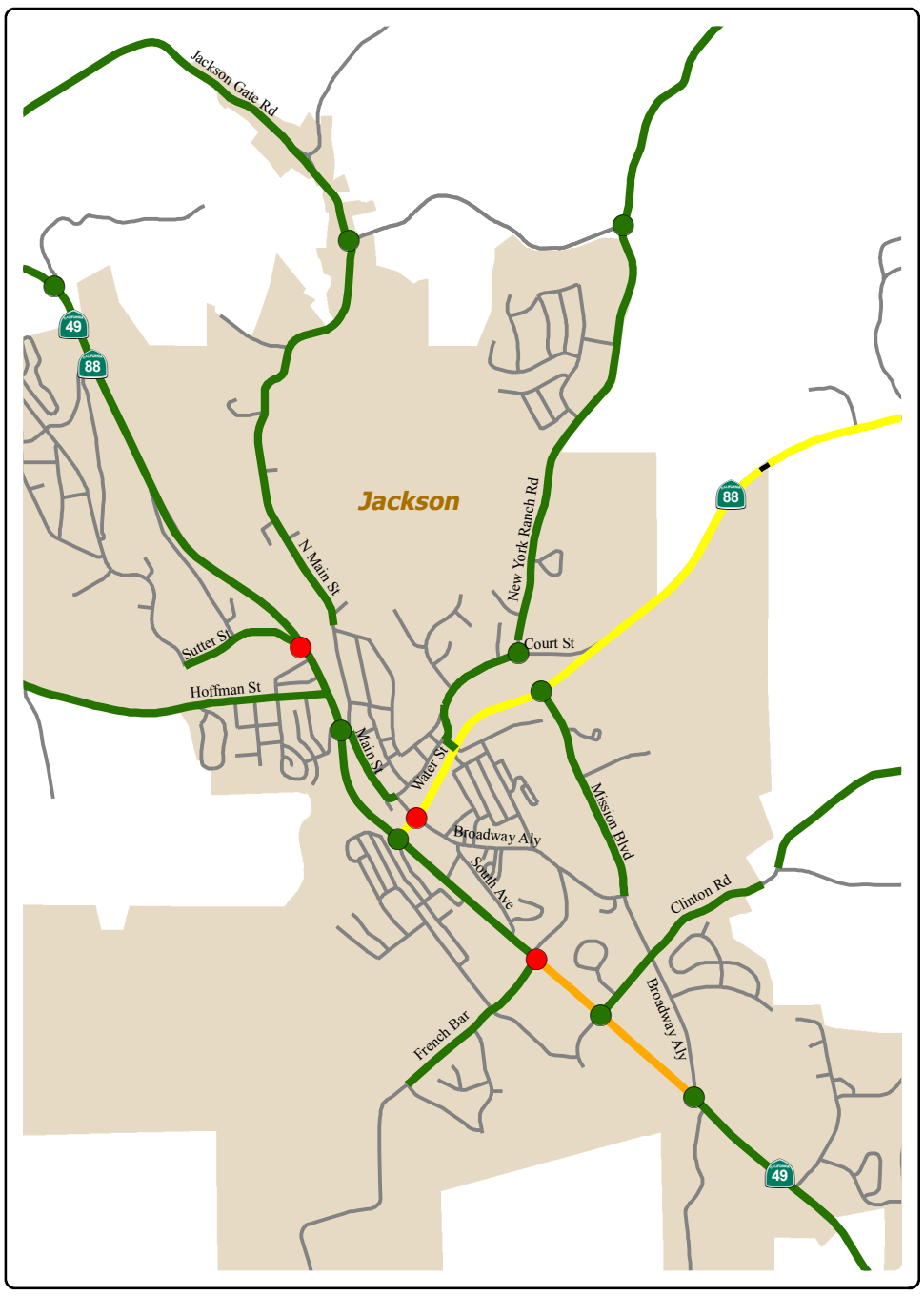
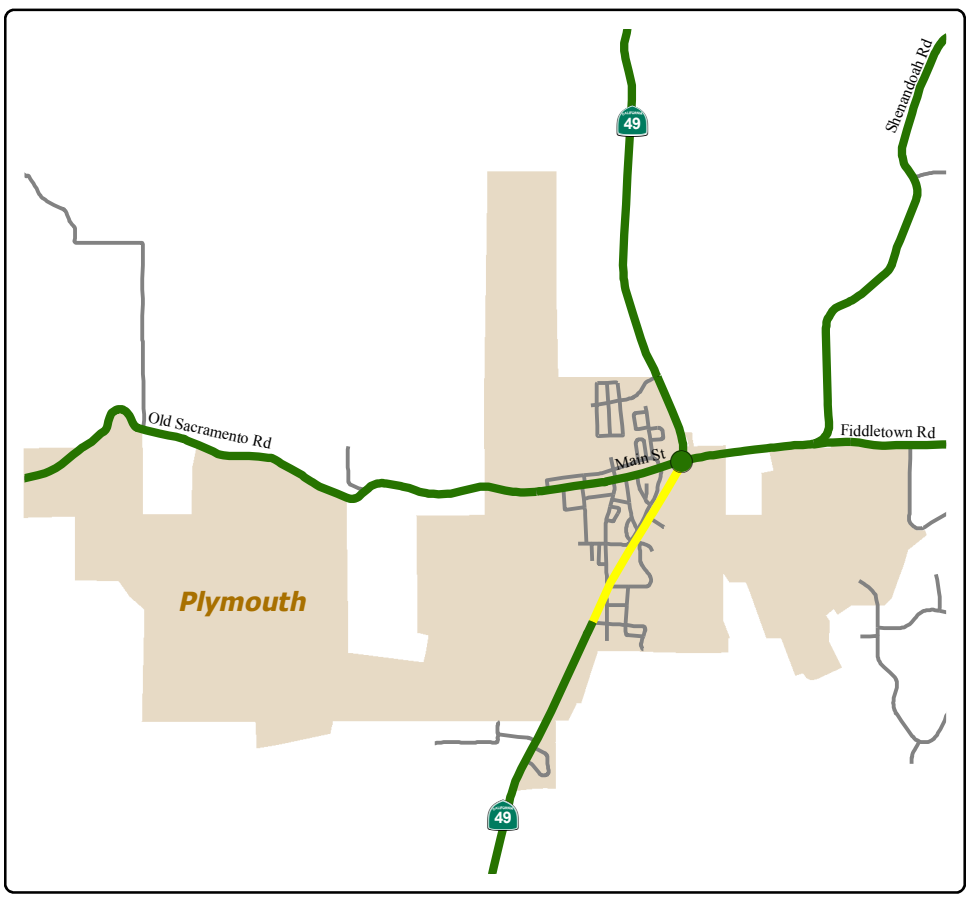
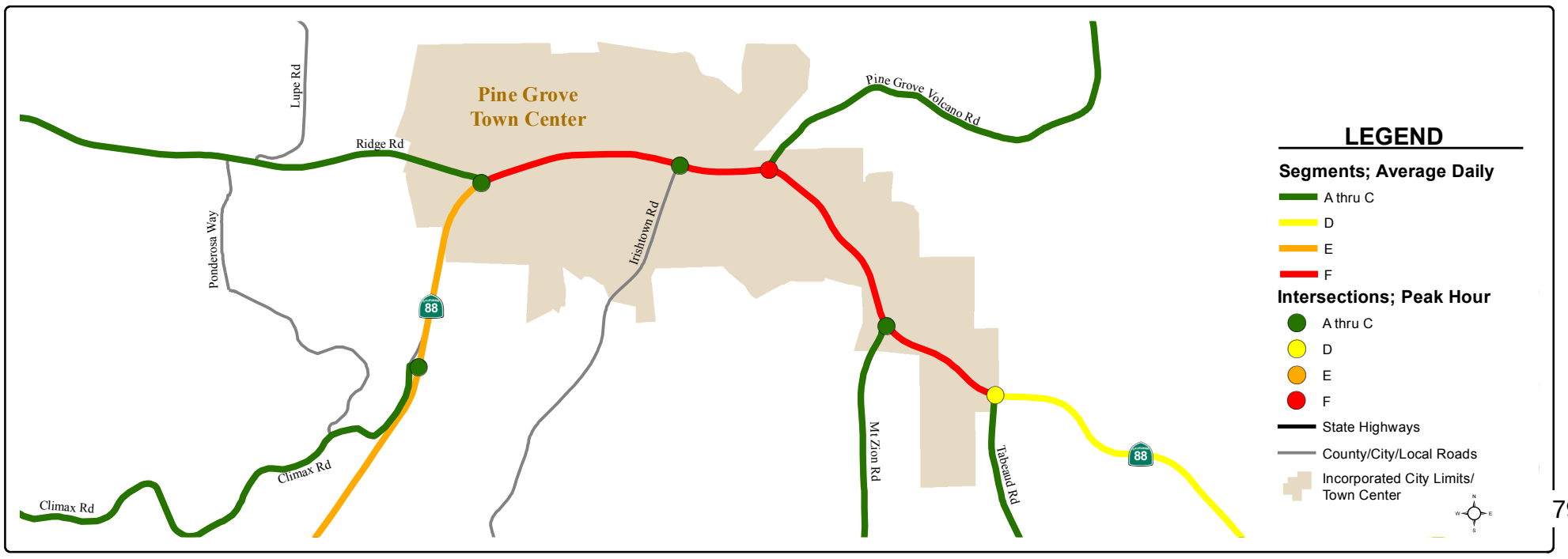

El Dorado County
Alpine County
Amador County
Sacramento County
Calaveras County
San Joaquin County
Fiddletown Rd
Shakeridge Rd
Latrobe Rd
Shenandoah Rd
Main St
Inset Map
Carbondale Rd
Sutter Creek Rd
Ridge Rd
Michigan Bar Rd
Clinton Rd
Stony Creek Rd
Jackson Valley Rd
Buena Vista Rd
Camanche Pkwy
16
49
88
124
104
26
LEGEND
Segments; Average Daily
A thru C
D
E
F
Intersections; Peak Hour
A thru C
D
E
F
Incorporated City Limits
County Boundary

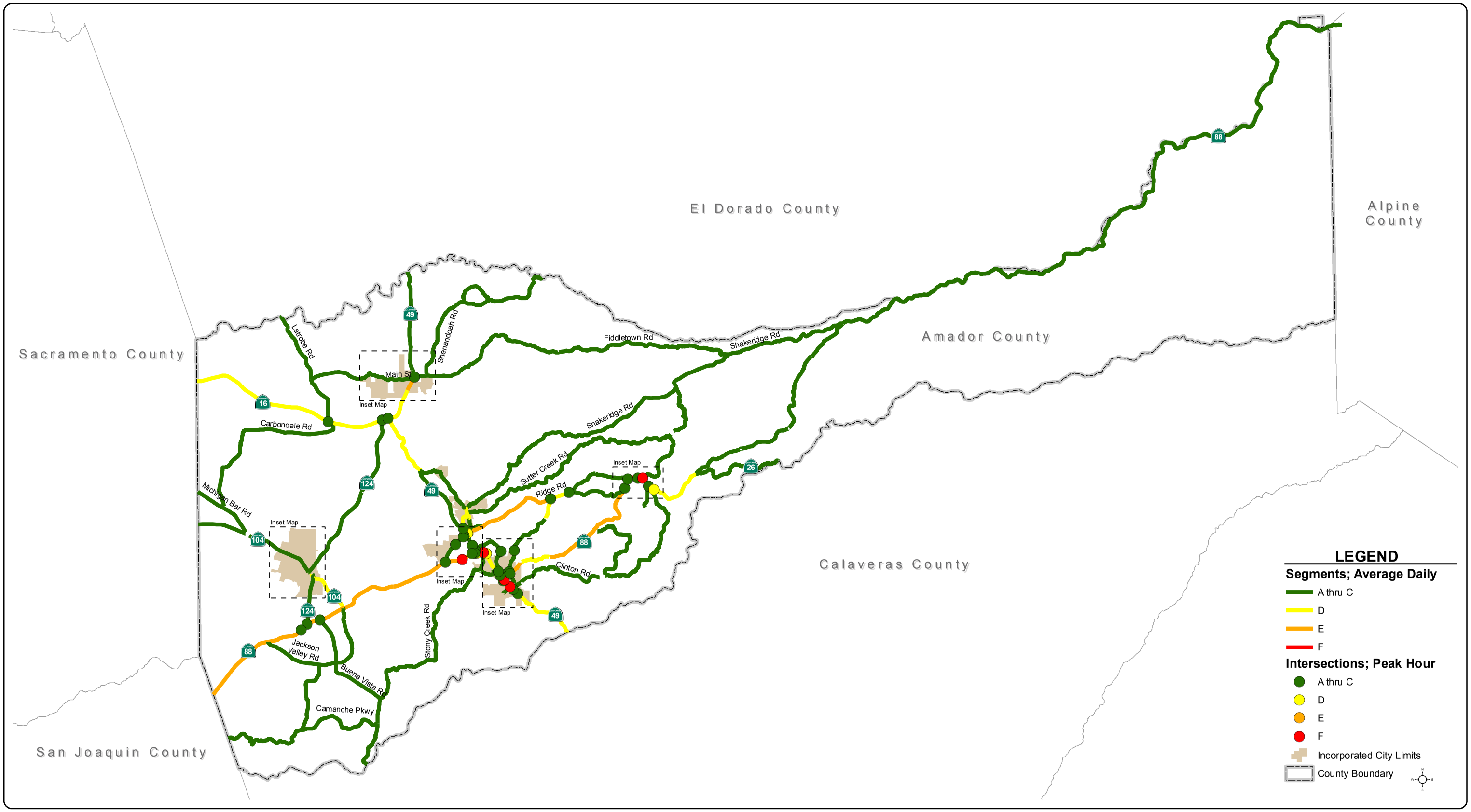
Figure 5B: 2014 Existing Level of Service (Insets)





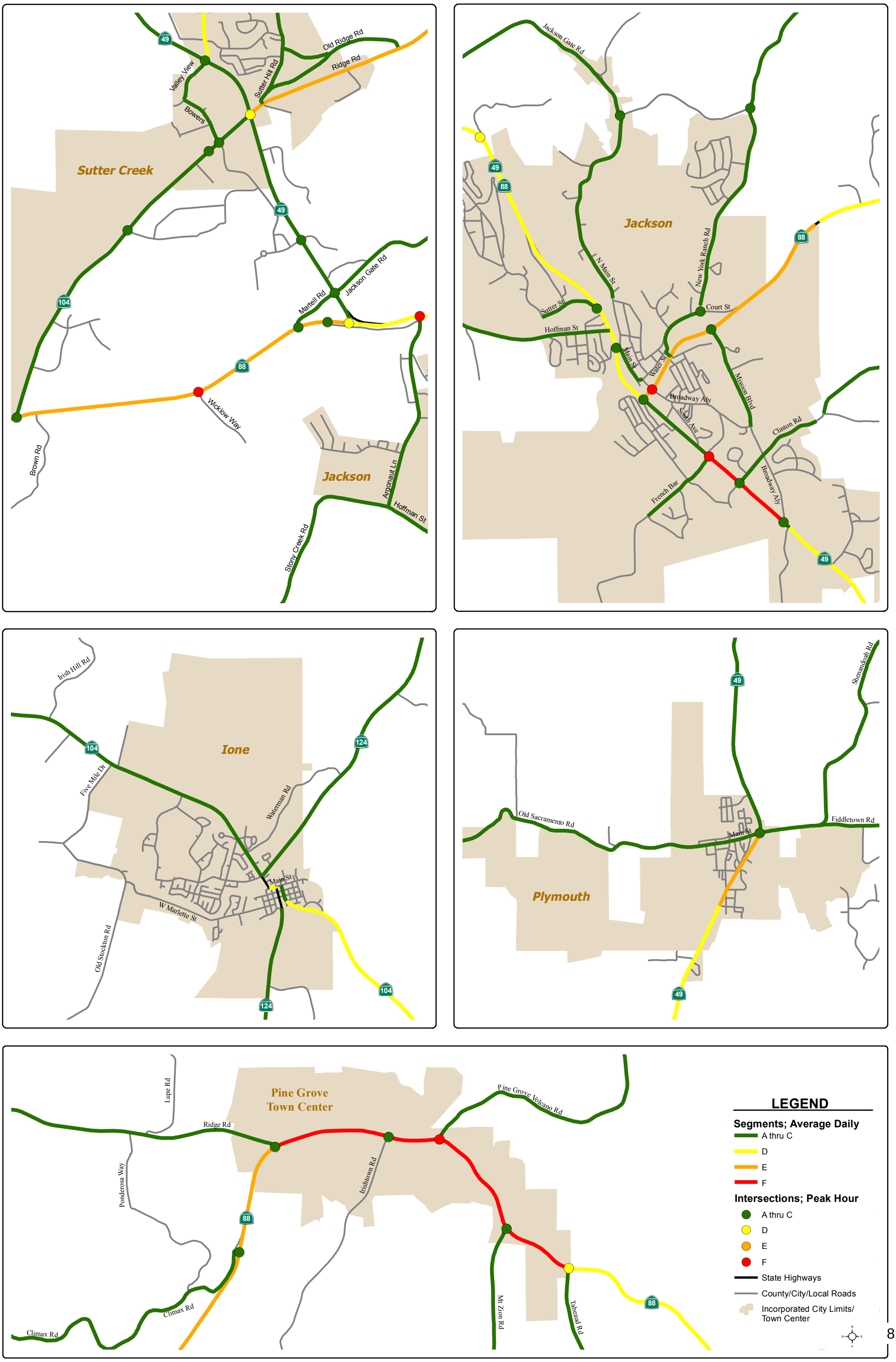





El Dorado County
Alpine County
Amador County
Sacramento County
Calaveras County
San Joaquin County
Fiddletown Rd
Shakeridge Rd
Latrobe Rd
Shenandoah Rd
Main St
Inset Map
Carbondale Rd
Sutter Creek Rd
Ridge Rd
Clinton Rd
Michigan Bar Rd
Jackson Valley Rd
Buena Vista Rd
Stony Creek Rd
Camanche Pkwy
16
49
88
124
104
26
LEGEND
Segments; Average Daily
A thru C
D
E
F
Intersections; Peak Hour
A thru C
D
E
F
Incorporated City Limits
County Boundary

Appendix E

Figure 9B: 2035 "Base-Case" Level of Service (Insets)



SCENARIO COMPARISON: DAILY FORECAST VOLUMES

TransCAD Link_ID	Postmile	Roadway	Location	Functional Classification	Road Type	Lanes	Divided DV = Yes UD = No	LT-Lane YL = Yes NL = No	Level of Service Capacity Thresholds					Existing			2035 Baseline				
									A	B	C	D	E	BASE AADT	BASE LOS	V/C	2035 AADT	2035 LOS	V/C	Growth	% Growth
148	0	16	East of Sacramento - Amador County Line	Arterial, Class I	SR	2	UD	YL	2600	5300	8600	13800	22300	7,600	C	0.34	9,115	D	0.41	1515	17%
229		16	West of Old Sacramento Rd	Arterial, Class I	SR	2	UD	YL	2600	5300	8600	13800	22300	8,600	C	0.39	10,175	D	0.46	1575	15%
240		16	West of Latrobe Rd	Arterial, Class I	SR	2	UD	YL	2600	5300	8600	13800	22300	8,000	C	0.36	9,460	D	0.42	1460	15%
258	0	16	From Latrobe Road to SR 124	Arterial, Class I	SR	2	UD	NL	2080	4240	6880	11040	17840	8,400	D	0.47	10,175	D	0.57	1775	17%
259	9.09	16	East of Jct. Rte. 124 South	Arterial, Class I	SR	2	UD	NL	2080	4240	6880	11040	17840	9,600	D	0.54	11,550	E	0.65	1950	17%
111	4.64	26	South of Jct. Rte. 88	Arterial, Class V	SR	2	UD	YL	2600	5300	8600	13800	22300	2,850	B	0.13	3,340	B	0.15	490	15%
439	0	49	North of Calaveras County - Amador County	Arterial, Class III	SR	2	UD	YL	2600	5300	8600	13800	22300	7,100	C	0.32	9,120	D	0.41	2020	22%
704	2.801	49	JACKSON, SCOTTSVILLE BLVD	Arterial, Class III	SR	2	UD	YL	0	0	10500	14500	15300	8,100	C	0.53	10,245	C	0.67	2145	21%
500	3.12	49	JACKSON, BRDWAY /FULLER	Arterial, Class II	SR	2	UD	YL	0	0	10500	14500	15300	8,300	C	0.54	11,415	D	0.75	3115	27%
480	3.62	49	JACKSON, FRENCH BAR RD	Arterial, 4 Lane	SR	2	UD	YL	0	0	10500	14500	15300	14,700	E	0.96	18,170	F	1.19	3470	19%
478	4.029	49	JACKSON, SOUTH JCT. RTE. 88	Arterial, 4 Lane	SR	4	UD	YL	0	3515	23180	29070	30590	18,900	C	0.62	22,835	C	0.75	3935	17%
476	4.32	49	JACKSON, MAIN/MATTLEY ST	Arterial, 4 Lane	SR	4	UD	YL	0	3515	23180	29070	30590	21,700	C	0.71	25,535	D	0.83	3835	15%
212	5.93	49	South of Jct. Rte. 88 North (Martell) -- SB	Arterial, 4 Lane	SR	4	DV	YL	0	3700	24400	30600	32200	21,000	C	0.65	25,200	D	0.78	4200	17%
510	0.00	49	From SR 104 (Ridge Road) to Industry Blvd	Arterial, 4 Lane	SR	4	DV	YL	0	3700	24400	30600	32200	20,000	C	0.62	23,260	C	0.72	3260	14%
200	0.00	49	From Industry Blvd to SR 88 (Martell)	Arterial, 4 Lane	SR	4	DV	YL	0	3700	24400	30600	32200	20,000	C	0.62	23,270	C	0.72	3270	14%
511	6.98	49	North of Jct. Rte. 104 East (Martell)	Arterial, 4 Lane	SR	4	DV	YL	0	3700	24400	30600	32200	19,400	C	0.60	22,390	C	0.70	2990	13%
580		49	North of Main St (Old Hwy 49) near Amador City	Arterial, Class I	SR	2	UD	YL	2600	5300	8600	13800	22300	7,000	C	0.31	8,100	C	0.36	1100	14%
260	14.72	49	South of Jct. Rte. 16, Central House	Arterial, Class II	SR	2	UD	YL	2600	5300	8600	13800	22300	11,000	D	0.49	13,360	D	0.60	2360	18%
257	0	49	From Old SR 49 (North Junction) to Main St	Arterial, Class I	SR	2	UD	YL	2600	5300	8600	13800	22300	11,100	D	0.50	13,460	D	0.60	2360	18%
804	16.53	49	South of Bush Street (Plymouth)	Arterial, Class III	SR	2	UD	YL	2600	5300	8600	13800	22300	8,300	C	0.37	10,680	D	0.48	2380	22%
786	0	49	From Bush St to Fiddletown Rd	Arterial, Class III	SR	2	UD	NL	2080	4240	6880	11040	17840	8,700	D	0.49	11,285	E	0.63	2585	23%
344		49	North of Miller Way (Plymouth)	Arterial, Class IV	SR	2	UD	NL	2080	4240	6880	11040	17840	2,000	A	0.11	2,665	B	0.15	665	25%
335	0	49	From Shenandoah Road to El Dorado Co. Line	Arterial, Class IV	SR	2	UD	NL	2080	4240	6880	11040	17840	2,000	A	0.11	2,975	B	0.17	975	33%
278	22.12	49	South of Amador - El Dorado County Line	Arterial, Class IV	SR	2	UD	YL	2600	5300	8600	13800	22300	2,350	A	0.11	3,070	B	0.14	720	23%
131	25.37	88	East of San Joaquin County - Amador County Line	Arterial, Class I	SR	2	UD	NL	2080	4240	6880	11040	17840	10,900	D	0.61	13,260	E	0.74	2360	18%
151	5.53	88	West of SR 124	Arterial, Class I	SR	2	UD	NL	2080	4240	6880	11040	17840	10,900	D	0.61	13,280	E	0.74	2380	18%
390	7.38	88	East of Buena Vista Rd	Arterial, Class I	SR	2	UD	NL	2080	4240	6880	11040	17840	10,900	D	0.61	13,645	E	0.76	2745	20%
181	7.40	88	East of SR 104 (West)	Arterial, Class I	SR	2	UD	YL	2600	5300	8600	13800	22300	13,500	D	0.61	17,770	E	0.80	4270	24%
186	12.68	88	West of SR 104 (East)	Arterial, Class I	SR	2	UD	YL	2600	5300	8600	13800	22300	15,200	E	0.68	19,760	E	0.89	4560	23%
202	14.25	88	West of Jct. Rte. 49 (Martell)	Arterial, Class I	SR	2	UD	YL	2100	6900	12900	18200	24900	16,500	D	0.66	18,210	E	0.73	1710	9%
839		88	From SR 49 (South Junction) to Jackson City Limits	Arterial with Climbing Lane	SR	2	UD	NL	2080	4240	6880	11040	17840	11,000	D	0.62	11,360	E	0.64	360	3%
462		88	From Jackson City Limits to Ridge Road	Arterial, Class IV	SR	2	UD	YL	2600	5300	8600	13800	22300	15,000	E	0.67	15,215	E	0.68	215	1%
296	0	88	From Jackson City Limits to Ridge Road	Arterial, Class IV	SR	2	UD	YL	0	2200	11000	13900	14900	11,500	D	0.77	11,835	D	0.79	335	3%
465	22.69	88	East of Ridge Road (Pine Grove)	Arterial, Class IV	SR	2	UD	YL	0	2200	11000	13900	14900	22,200	F	1.49	23,775	F	1.60	1575	7%
109	0	88	From Ridge Road to SR 26	Arterial, Class IV	SR	2	UD	YL	2600	5300	8600	13800	22300	11,400	D	0.51	12,820	D	0.57	1420	11%
539	32.04	88	West of Tiger Creek Road	Arterial, Class V	SR	2	UD	YL	2600	5300	8600	13800	22300	6,300	C	0.28	7,105	C	0.32	805	11%
117	0	88	From SR 26 to Shake Ridge Road	Arterial, Class V	SR	2	UD	YL	2600	5300	8600	13800	22300	6,800	C	0.30	7,755	C	0.35	955	12%
549	34.54	88	West of Inspiration Drive	Arterial, Class V	SR	2	UD	NL	2080	4240	6880	11040	17840	5,500	C	0.31	6,305	C	0.35	805	13%
556	0	88	From SR 26 to Shake Ridge Road	Arterial, Class V	SR	2	UD	NL	2080	4240	6880	11040	17840	3,250	B	0.18	3,730	B	0.21	480	13%
28	58.67	88	West of Mormon Emigrant Trail	Arterial, Class V	SR	2	UD	NL	2080	4240	6880	11040	17840	3,250	B	0.18	3,605	B	0.20	355	10%
565	0	88	From Panther Creek Road to Bear River Road	Arterial, Class V	SR	2	UD	NL	2080	4240	6880	11040	17840	2,300	B	0.13	2,680	B	0.15	380	14%
561	0	88	From Shake Ridge Road to Panther Creek Rd	Arterial, Class V	SR	2	UD	NL	2080	4240	6880	11040	17840	2,600	B	0.15	3,080	B	0.17	480	16%
37	71.36	88	West of Kirkwood Meadows Drive	Arterial, Class V	SR	2	UD	NL	2080	4240	6880	11040	17840	4,200	B	0.24	4,660	C	0.26	460	10%
137	0	104	East of Sacramento - Amador County Line	Collector, Class I-III	SR	2	UD	YL	2600	5300	8600	13800	22300	2,300	A	0.10	2,720	B	0.12	420	15%
140	2.41	104	East of Michigan Bar Road	Collector, Class I-III	SR	2	UD	NL	2080	4240	6880	11040	17840	4,150	B	0.23	4,875	C	0.27	725	15%
154	5.96	104	West of Jct. Rte. 124 South (Ione)	Arterial, Class II	SR	2	UD	YL	0	4000	13100	15500	16300	11,700	C	0.72	15,435	D	0.95	3735	24%
169	0	104	From Main St to Marlette St	State Highway	SR	2	UD	YL	0	4000	13100	15500	16300	7,000	C	0.43	9,390	C	0.58	2390	25%
987		104	North of SR 88	Collector, Class I-III	SR	2	UD	YL	2600	5300	8600	13800	22300	7,900	C	0.35	10,415	D	0.47	2515	24%
189	10.07	104	West of Jct. Rte. 49 (Martell)	Arterial, Class III	SR	2	UD	YL	0	0	10500	14500	15300	6,200	C	0.41	9,915	C	0.65	3715	37%
425	0.7	Ridge Rd	East of Old Ridge Road	Arterial, Class III	MJC	2	UD	NL	2080	4240	6880	11040	17840	14,275	E	0.80	16,175	E	0.91	1900	12%
301	4.2	Ridge Rd	West of New York Ranch Road	Arterial, Class III	MJC	2	UD	YL	2600	5300	8600	13800	22300	13,248	D	0.59	15,035	E	0.67	1787	12%
304	5	Ridge Rd	West of Climax Road	Arterial, Class III	MJC	2	UD	NL	2080	4240	6880	11040	17840	8,987	D	0.50	10,485	D	0.59	1498	14%
453	5.25	Ridge Rd	East of Climax Road	Arterial, Class V	MJC	2	UD	YL	2600	5300	8600	13800	22300	7,180	C	0.32	8,435	C	0.38	1255	15%
463	8.3	Ridge Rd	West of SR 88	Arterial, Class III	MJC	2	UD	YL	2600	5300	8600	13800	22300	7,332	C	0.33	8,590	C	0.39	1258	15%
382	0	124	North of Jct. Rte. 88 (near Ione)	Arterial, Class II	SR	2	UD	NL	2080	4240	6880	11040	17840	5,000	C	0.28	6,245	C	0.35	1245	20%
402	2.29	124	South of Washington (on Church St, Ione)	State Highway	SR	2	UD	NL	0	3200	10480	12400	13040	5,300	C	0.41	7,070	C	0.54	1770	25%
216		124	South of Sutter Ione Rd	Arterial, Class II	SR	2	UD	NL	2080	4240	6880	11040	17840	2,700	B	0.15	3,575	B	0.20	875	24%
217		124	North of Sutter Ione Rd	Arterial, Class II	SR	2	UD	NL	2080	4240	6880	11040	17840	2,700	B	0.15	3,635	B	0.20	935	26%
249	10.34	124	South of Jct. Rte. 16, Waites Station	Arterial, Class II	SR	2	UD	YL	2600	5300	8600	13800	22300	2,250	A	0.10	2,825	B	0.13	575	20%

SCENARIO COMPARISON: DAILY FORECAST VOLUMES

ID #	Postmile	Roadway	Location	Functional Classification	Road Type	Lanes	Divided DV = Yes UD = No	LT-Lane YL = Yes NL = No	Level of Service Capacity Thresholds					Existing			Baseline				
									A	B	C	D	E	BASE AADT	BASE LOS	V/C	2035 AADT	2035 LOS	V/C	Growth	% Growth
128	0	Buena Vista Road	County Line	Collector, Class V	MJC	2	UD	NL	2080	4240	6880	11040	17840	950	A	0.05	1,065	A	0.06	115	11%
176	5.45	Buena Vista Road	East of Coal Mine Road	Collector, Class IV	MJC	2	UD	NL	2080	4240	6880	11040	17840	1,870	A	0.10	1,970	A	0.11	100	5%
379	6.1	Buena Vista Road	North of Jackson Valley Road	Collector, Class IV	MJC	2	UD	NL	2080	4240	6880	11040	17840	2,278	B	0.13	2,670	B	0.15	392	15%
386	8.8	Buena Vista Road	South of Highway 88	Collector, Class IV	MJC	2	UD	NL	2080	4240	6880	11040	17840	2,463	B	0.14	2,870	B	0.16	407	14%
320	1.57	Bunker Hill Road	South of New Chicago Road	County/City/Local Road	MNC	2	UD	NL	2080	4240	6880	11040	17840	71	A	0.00	75	A	0.00	4	5%
529	0	Old SR 49	From Old SR 49 to Amador Rd	Artertial, Class	MNC	2	UD	NL	2080	4240	6880	11040	17840	3,200	B	0.18	3,425	B	0.19	225	7%
532	0	Old SR 49	From Old SR 49 to Gopher Flat Rd	Artertial, Class	MNC	2	UD	NL	2080	4240	6880	11040	17840	7,400	D	0.41	8,815	D	0.49	1415	16%
518	0	Old SR 49	From Old SR 49 to Sutter Hill Rd	Arterial, Class V	MNC	2	UD	NL	2080	4240	6880	11040	17840	7,400	D	0.41	8,195	D	0.46	795	10%
523	0	Sutter Hill Rd	From Sutter Hill Rd to Old Hwy 49	Collector, Class V	MNC	2	UD	NL	2080	4240	6880	11040	17840	2,331	B	0.13	2,390	B	0.13	59	2%
883	0	Old SR 49	From Old SR 49 to Old SR 49 (North Junction)	Arterial, Class II	MNC	2	UD	NL	2080	4240	6880	11040	17840	3,200	B	0.18	3,274	B	0.18	74	2%
312	0	Old SR 49	From Old SR 49 to Amador Rd	Arterial, Class IV	MNC	2	UD	NL	2080	4240	6880	11040	17840	3,200	B	0.18	3,355	B	0.19	155	5%
374	#REF!	Butte Mtn Rd	East of Clinton Rd	Collector, Class V	LOC	2	UD	NL	2080	4240	6880	11040	17840	751	A	0.04	770	A	0.04	19	2%

892	0.1	Clinton Road	From Clinton Rd to SR 49	Collector, Class V	LOC	2	UD	NL	2080	4240	6880	11040	17840	3,350	B	0.19	3,430	B	0.19	80	2%
441	5.25	Clinton Road	From Clinton Road to Tabeau Road	Collector, Class V	LOC	2	UD	NL	2080	4240	6880	11040	17840	250	A	0.01	255	A	0.01	5	2%
122	0.2	Camanche Parkway	San Joaquin County Line	Collector, Class IV	MJC	2	UD	NL	2080	4240	6880	11040	17840	1,429	A	0.08	1,880	A	0.11	451	24%
124	0.54	Camanche Road	North of Camanche Parkway	Collector, Class IV	MJC	2	UD	NL	2080	4240	6880	11040	17840	966	A	0.05	1,325	A	0.07	359	27%
124	3.95	Camanche Road	South of Jackson Valley Road	Collector, Class IV	MJC	2	UD	NL	2080	4240	6880	11040	17840	1,982	A	0.11	2,405	B	0.13	423	18%
143	0.1	Carbondale Road	North of Michigan Bar Road	County/City/Local Road	LOC	2	UD	NL	2080	4240	6880	11040	17840	202	A	0.01	215	A	0.01	13	6%
444	0	Climax Road	East of Ridge Road	Collector, Class IV	MJC	2	UD	NL	2080	4240	6880	11040	17840	2,176	B	0.12	2,445	B	0.14	269	11%
461	3.02	Climax Road	West of Highway 88	Collector, Class IV	MJC	2	UD	NL	2080	4240	6880	11040	17840	1,278	A	0.07	1,425	A	0.08	147	10%
422	0.2	Eureka Road	West of Old Ridge Road	Collector, Class V	LOC	2	UD	NL	0	0	5600	10880	11680	2,959	C	0.25	3,760	C	0.32	801	21%
339	0.1	Fiddletown Road	East of Shenandoah Road	Collector, Class IV	MJC	2	UD	NL	2080	4240	6880	11040	17840	1,924	A	0.11	2,150	B	0.12	226	11%
788	0	Fiddletown Rd	From Fiddletown Rd to SR 49	Collector, Class IV	MJC	2	UD	NL	2080	4240	6880	11040	17840	2,700	B	0.15	2,765	B	0.15	65	2%
368	7.36	Fiddletown Road	East of Hale Road	Collector, Class IV	MJC	2	UD	NL	2080	4240	6880	11040	17840	708	A	0.04	815	A	0.05	107	13%
557	0	Shake Ridge Road	From Shake Ridge Road to Fiddletown Road	Collector, Class IV	MJC	2	UD	NL	2080	4240	6880	11040	17840	708	A	0.04	3,325	B	0.19	2617	79%
215	0.95	Jackson Gate Road	At City Limits	Collector, Class V	MNC	2	UD	NL	0	0	5600	10880	11680	2,641	C	0.23	3,090	C	0.26	449	15%
149	0.68	Jackson Valley Rd (west)	South of SR 88	Collector, Class V	MNC	2	UD	NL	2080	4240	6880	11040	17840	765	A	0.04	890	A	0.05	125	14%
175	4.1	Jackson Valley Road	East of Buena Vista	Collector, Class V	MNC	2	UD	NL	2080	4240	6880	11040	17840	1,547	A	0.09	1,550	A	0.09	3	0%
178	7.1	Jackson Valley Rd (east)	South of SR 88	Collector, Class V	MNC	2	UD	NL	2080	4240	6880	11040	17840	1,783	A	0.10	1,850	A	0.10	67	4%
241	2.21	Latrobe Road	South of Old Sacramento	Collector, Class IV	MJC	2	UD	NL	2080	4240	6880	11040	17840	2,223	B	0.12	2,505	B	0.14	282	11%
246	5.63	Latrobe Road	At County Line	Collector, Class IV	MJC	2	UD	NL	2080	4240	6880	11040	17840	3,000	B	0.17	3,425	B	0.19	425	12%
134	3.2	Michigan Bar Road	At County Line	Collector, Class I-III	MJC	2	UD	NL	2080	4240	6880	11040	17840	2,392	B	0.13	2,655	B	0.15	263	10%
448	1.3	Mt. Zion Road	South of Highway 88	County/City/Local Road	LOC	2	UD	NL	2080	4240	6880	11040	17840	499	A	0.03	515	A	0.03	16	3%
302	3.14	New York Ranch Road	South of Ridge Road	Collector, Class V	MJC	2	UD	NL	2080	4240	6880	11040	17840	8,118	D	0.46	8,140	D	0.46	22	0%
836	0	Court St	From Court St to New York Ranch Rd	Collector, Class V	MJC	2	UD	NL	2080	4240	6880	11040	17840	3,450	B	0.19	3,535	B	0.20	85	2%
293	0	New York Ranch Road	From New York Ranch Road to China Graveyard Road	Collector, Class V	MJC	2	UD	NL	2080	4240	6880	11040	17840	1,680	A	0.09	1,720	A	0.10	40	2%
423	0.5	Old Ridge Road	East of Eureka Road	Collector, Class V	LOC	2	UD	NL	0	0	5600	10880	11680	3,002	C	0.26	3,080	C	0.26	78	3%
269	6.08	Old Sacramento Road	West of Plymouth City Limits	Collector, Class V	MNC	2	UD	NL	2080	4240	6880	11040	17840	1,050	A	0.06	1,450	A	0.08	400	28%
331	0	Old Sacramento Rd	From Old Sacramento Rd to Plymouth City Limits	Collector, Class V	MNC	2	UD	NL	2080	4240	6880	11040	17840	1,924	A	0.11	5,930	C	0.33	4006	68%
150	0.1	Old Stockton Rd	North of SR 88	County/City/Local Road	LOC	2	UD	NL	2080	4240	6880	11040	17840	318	A	0.02	415	A	0.02	97	23%
107	0	Rams Horn Grade	East of Volcano Road	Collector, Class V	MNC	2	UD	NL	2080	4240	6880	11040	17840	694	A	0.04	725	A	0.04	31	4%
361	1.63	Shakeridge Road	Pine Gulch and Oneto Road	Collector, Class IV	MJC	2	UD	NL	2080	4240	6880	11040	17840	1,905	A	0.11	2,155	B	0.12	250	12%
733	0	Shake Ridge Road	From Shake Ridge Road to Old Hwy 49	Collector, Class IV	MJC	2	UD	NL	2080	4240	6880	11040	17840	1,905	A	0.11	3,670	B	0.21	1765	48%
341	0.3	Shenandoah Road	North of Fiddletown Road	Collector, Class IV	MJC	2	UD	NL	2080	4240	6880	11040	17840	3,654	B	0.20	4,180	B	0.23	526	13%
345	3.25	Shenandoah Road	Near Dickson Road	Collector, Class IV	MJC	2	UD	NL	2080	4240	6880	11040	17840	3,018	B	0.17	3,360	B	0.19	342	10%
67	8.00	Shenandoah Road	At Post Mile Marker 8.00	Collector, Class IV	MJC	2	UD	NL	2080	4240	6880	11040	17840	2,417	B	0.14	2,685	B	0.15	268	10%
65	0.00	Steiner Road	North of Shenandoah Road	Collector, Class V	MNC	2	UD	NL	2080	4240	6880	11040	17840	482	A	0.03	495	A	0.03	13	3%
184	10.00	Stony Creek Road	West of Argonaut Lane	Collector, Class V	MNC	2	UD	NL	2080	4240	6880	11040	17840	350	A	0.02	465	A	0.03	115	25%
885	0.00	Hoffman St	From Hoffman St to Argonaut Ln	Collector, Class V	MNC	2	UD	NL	2080	4240	6880	11040	17840	3,140	B	0.18	3,200	B	0.18	60	2%
182	0.00	Stony Creeek Rd	East of Bueana Vista Rd	Collector, Class V	MNC	2	UD	NL	2080	4240	6880	11040	17840	1,089	A	0.06	1,270	A	0.07	181	14%
292	0.00	Sutter Creek Volcano	From Sutter Creek Volcano to Old Hwy 49	Collector, Class V	MNC	2	UD	NL	2080	4240	6880	11040	17840	574	A	0.03	3,360	B	0.19	2786	83%
363	2.18	Sutter Creek Road	East of Pine Gulch	Collector, Class V	MNC	2	UD	NL	2080	4240	6880	11040	17840	574	A	0.03	585	A	0.03	11	2%
1011	0	Valley View	Entire Segment	Collector, Class V	LOC	2	UD	NL	0	0	5600	10880	11680	425	C	0.04	625	C	0.05	200	32%
979	0	Bowers	Entire Segment	Collector, Class V	LOC	2	UD	NL	0	0	5600	10880	11680	2,750	C	0.24	3,710	C	0.32	960	26%
198	0	Martell	Entire Segment	Collector, Class V	LOC	2	UD	NL	0	0	5600	10880	11680	4,010	C	0.34	4,995	C	0.43	985	20%
208	0	Argonaut	Entire Segment	Collector, Class V	MNC	2	UD	NL	0	0	5600	10880	11680	1,260	C	0.11	1,330	C	0.11	70	5%
904	0	Sutter	Entire Segment	Collector, Class V	LOC	2	UD	NL	0	0	5600	10880	11680	830	C	0.07	930	C	0.08	100	11%
879	0	Main	Entire Segment	Collector, Class V	LOC	2	UD	NL	0	0	5600	10880	11680	2,200	C	0.19	2,350	C	0.20	150	6%
877	0	French Bar	Entire Segment	Collector, Class V	MNC	2	UD	YL	0	0	7000	13600	14600	490	C	0.03	560	C	0.04	70	13%
1020	0	Mission	Entire Segment	Collector, Class V	MNC	2	UD	YL	0	0	7000	13600	14600	3,150	C	0.22	3,170	C	0.22	20	1%
467	0	Pine Grove Volcano Segment 1	From SR 88 to Aquaduct Rd.	Collector, Class V	MNC	2	UD	NL	2080	4240	6880	11040	17840	1,550	A	0.09	1,620	A	0.09	70	4%
93	0	Pine Grove Volcano Segment 2	From Aquaduct Rd. to Pioneer-Volcano Rd.	Collector, Class V	MNC	2	UD	NL	2080	4240	6880	11040	17840	1,550	A	0.09	1,555	A	0.09	5	0%
99	0	Pine Grove Volcano Segment 3	From Pioneer-Volcano Rd. to Volcano Town	Collector, Class V	MNC	2	UD	NL	2080	4240	6880	11040	17840	1,550	A	0.09	1,585	A	0.09	35	2%
694	0	Tabeau Segment 1	From SR 88 to E. Clinton Rd.	Collector, Class V	MNC	2	UD	NL	2080	4240	6880	11040	17840	2,550	B	0.14	2,645	B	0.15	95	4%
698	0.00	Tabeau Segment 2	From E. Clinton to Clinton Rd.	Collector, Class V	MNC	2	UD	NL	2080	4240	6880	11040	17840	2,550	B	0.14	2,610	B	0.15	60	2%

NEW ROADWAYS

SCENARIO COMPARISON: DAILY FORECAST VOLUMES

ID #	TIER	Roadway	Location		Road Type	Lanes	Divided DV = Yes UD = No	LT-Lane YL = Yes NL = No	Level of Service Capacity Thresholds					Existing		Baseline			
									A	B	C	D	E	BASE AADT	BASE LOS		2035 AADT	2035 LOS	
968	I	Zinfandel Parkway	West of HWY 49 and North of Old Sacramento Rd		MJC	2	UD	YL	2600	5300	8600	13800	22300						
956	I	Zinfandel Parkway	West of HWY 49 and South of Old Sacramento Rd		MJC	2	UD	YL	2600	5300	8600	13800	22300						
952	I	Zinfandel Parkway	East of HWY 49 and North of Old Sacramento Rd		MJC	2	UD	YL	2600	5300	8600	13800	22300						
945	I	Allen Ranch Rd Extension	South West of Highway 49		MJC	2	UD	YL	2600	5300	8600	13800	22300						
957	I	Gold Rush Parkway	Between Highway 104 and Bowers Drive		MJC	2	UD	YL	2600	5300	8600	13800	22300						
921	I	Brickyard Rd Extension	Between Highway 104 and Brickyard Road		LOC	2	UD	YL	0	0	7000	13600	14600						
903	IIA	Sutter Street Extension	Between Argonaut Ln and Argonaut Drive		MJC	2	UD	YL	2600	5300	8600	13800	22300						

Intersection ID	North-South Street	East-West Street	Intersection Control	Existing AM			Existing PM			Intersection Control	2035 Baseline AM					2035 Baseline PM					Intersection Control
				Delay	LOS	Volume	Delay	LOS	Volume		Delay	LOS	Volume	Growth	Growth %	Delay	LOS	Volume	Growth	Growth %	
1	SR 49	Broadway Road	OWSC	11.3	B	530	12.5	B	655	OWSC	12.3	B	677	147	22%	13.9	B	854	199	23%	OWSC
2	SR 49	Clinton Road	Signal	16.2	B	837	18.5	B	1217	Signal	16	B	980	143	15%	20.7	C	1415	198	14%	Signal
3	SR 49	E. Frenchbar Road	TWSC	117.9	F	1532	31.1	D	1094	TWSC	OVF	F	1667	135	8%	46.1	E	1276	182	14%	Signal
4	SR 49 (South)	SR 88	Signal	34.5	C	2429	25.6	C	1847	Signal	34.5	C	2429	0	0%	25.6	C	1847	0	0%	Signal
5	SR 49 (Northern)	SR 88	Signal	16.6	B	1422	23.1	C	1849	Signal	25.1	C	1767	345	20%	37.8	D	2013	164	8%	Signal
6	Broadway Road	SR 88	TWSC	OVF	F	1376	44	E	1168	TWSC	OVF	F	1392	16	1%	46.1	E	1186	18	2%	TWSC
7	New York Ranch Road	Court Street	AWSC	10.3	B	477	11.7	B	514	AWSC	9.6	A	477	0	0%	10.5	B	514	0	0%	AWSC
8	SR 49	Main St	Signal	5.2	A	650	5.5	A	776	Signal	7.8	A	791	141	18%	8.3	A	977	201	21%	Signal
9	Jackson Gate	China Graveyard	AWSC	8.1	A	212	7.9	A	230	AWSC	7.9	A	215	3	1%	7.9	A	237	7	3%	AWSC
10	New York Ranch Road	China Graveyard	OWSC	9.4	A	206	9.8	A	230	OWSC	9.2	A	208	2	1%	9.5	A	235	5	2%	OWSC
11**	SR 88/49	Kennedy Mine Road	OWSC	24.1	C	1635	19.9	C	1248	OWSC	29.7	D	1809	174	10%	26.2	D	1489	241	16%	OWSC
12	Argonaut Ln	SR 88	OWSC	98	F	1828	52.7	F	1515	OWSC	OVF	F	1995	167	8%	104.4	F	1748	233	13%	Signal
13	SR 49	Martell Road/Jackson Gate Road	Signal	15.4	B	1410	20.9	C	1791	Signal	15.8	B	1500	90	6%	23.4	C	1930	139	7%	Signal
14*	SR 49	Industry Blvd/Trade Center Dr	Signal	16.2	B	1584	21.9	C	2236	Signal	29.2	C	1704	120	7%	23.9	C	2419	183	8%	Signal
15	SR 49	SR 104	Signal	20.9	C	1675	40.9	D	2405	Signal	25.6	C	1928	253	13%	54.9	D	2721	316	12%	Signal
16	Bowers	SR 104	OWSC	10	B	474	10	B	710	OWSC	11	B	683	209	31%	10.9	B	955	245	26%	OWSC
17	Forrest Products Road	SR 104	OWSC	11.3	B	492	14.7	B	781	OWSC	13.6	B	721	229	32%	24.1	C	1067	286	27%	OWSC
18**	Kennedy Flat Road	SR 88	OWSC	12.4	B	591	23.6	C	1052	OWSC	12.4	B	592	1	0%	23.7	C	1054	2	0%	OWSC
19	Martell Cut-off	SR 88	OWSC	10.8	B	720	14.8	B	1200	OWSC	10.9	B	740	20	3%	17.5	C	1322	122	9%	OWSC
20	Ampine Road	SR 104	OWSC	10.1	B	425	11.7	B	600	OWSC	11.2	B	657	232	35%	13.3	B	858	258	30%	OWSC
21	SR 104	SR 88	Signal	19	B	933	24	C	1228	Signal	15.1	B	1251	318	25%	25.2	C	1655	427	26%	Signal
22	SR 49	Valley View	Signal	38.7	D	1219	50.2	D	1514	Signal	14.5	B	1369	150	11%	17.7	B	1701	187	11%	Signal
23	SR 124	SR 16	OWSC	16.5	C	703	19.5	C	889	OWSC	16.8	C	775	72	9%	22.3	C	993	104	10%	OWSC
24	Latrobe Road	SR 16	OWSC	12.5	B	591	13.8	B	743	OWSC	12.5	B	638	47	7%	14.8	B	815	72	9%	OWSC
25	Jackson Valley Road/104	SR 88	TWSC	14.9	C	682	20.5	C	824	TWSC	29.1	D	919	237	26%	36.5	E	1132	308	27%	TWSC
26	Buena Vista Road	SR 88	TWSC	11.8	B	413	13.5	B	553	TWSC	14.1	B	541	128	24%	14.9	B	651	98	15%	TWSC
27	SR 124	SR 88	OWSC	12.6	A	475	12.5	B	502	OWSC	13.8	B	550	75	14%	13.7	B	603	101	17%	OWSC
28	Martin Lane	SR 88	OWSC	9.5	A	470	10	B	498	OWSC	9.7	A	510	40	8%	10.4	B	561	63	11%	OWSC
29	Ridge Road	Climax Road	OWSC	14.6	B	821	11.7	B	613	OWSC	15.6	C	872	51	6%	12.9	B	682	69	10%	OWSC
30	SR 88	Climax Road	OWSC	15.4	C	795	18.3	C	853	OWSC	15.5	C	797	2	0%	18.3	C	855	2	0%	OWSC
31	Irishtown Road	SR 88	OWSC	21.4	C	1413	21	C	1438	OWSC	21.6	C	1435	22	2%	21.6	C	1482	44	3%	Signal
32	Pine Grove Volcano	SR 88	OWSC	42.1	E	1470	OVF	F	1888	OWSC	45	E	1497	27	2%	OVF	F	1934	46	2%	Signal
33	Mt Zion Road	SR 88	OWSC	18.4	C	1247	17.1	C	1160	OWSC	18.6	C	1275	28	2%	17.6	C	1208	48	4%	OWSC
34	SR 49	Main St/Shenandoah Rd	TWSC	15.6	C	637	12.8	B	592	RAB	4.9	A	744	107	14%	4.9	A	738	146	20%	RAB
35	SR 16	SR 49	Signal	10.6	B	923	11.3	B	1129	Signal	10.7	B	1058	135	13%	11.9	B	1308	179	14%	Signal
36	SR 88	Ridge Rd	Signal	8.7	A	1230	9.9	A	1200	Signal	9	A	1278	48	4%	10.1	B	1254	54	4%	Signal
37	Ridge Rd	New York Ranch Rd	OWSC	18.3	C	1125	12.8	B	715	Signal	9.5	A	1176	51	4%	8.4	A	783	68	9%	Signal
38	SR 88	Tabeaud Rd	OWSC	26.8	D	1155	17.1	C	1075	OWSC	26.4	D	1183	28	2%	17.4	C	1125	50	4%	Signal
39	SR 88	Wicklow Way	OWSC	17	C	760	39.1	E	1065	OWSC	20.4	C	920	160	17%	84.3	F	1310	245	19%	OWSC
40	SR 49/88	Sutter St	TWSC	39.9	E	1297	77.7	F	1793	Signal	11.2	B	1447	150	10%	9.9	A	2009	216	11%	Signal
41	SR 88	Misison Blvd	OWSC	15.3	C	777	15	C	872	OWSC	14.9	B	781	4	1%	14.7	B	878	6	1%	OWSC

HCM 2010 was used for all intersections excepted noted

* Intersection analyzed using HCM 2000

** intersection not considered for RTP analysis

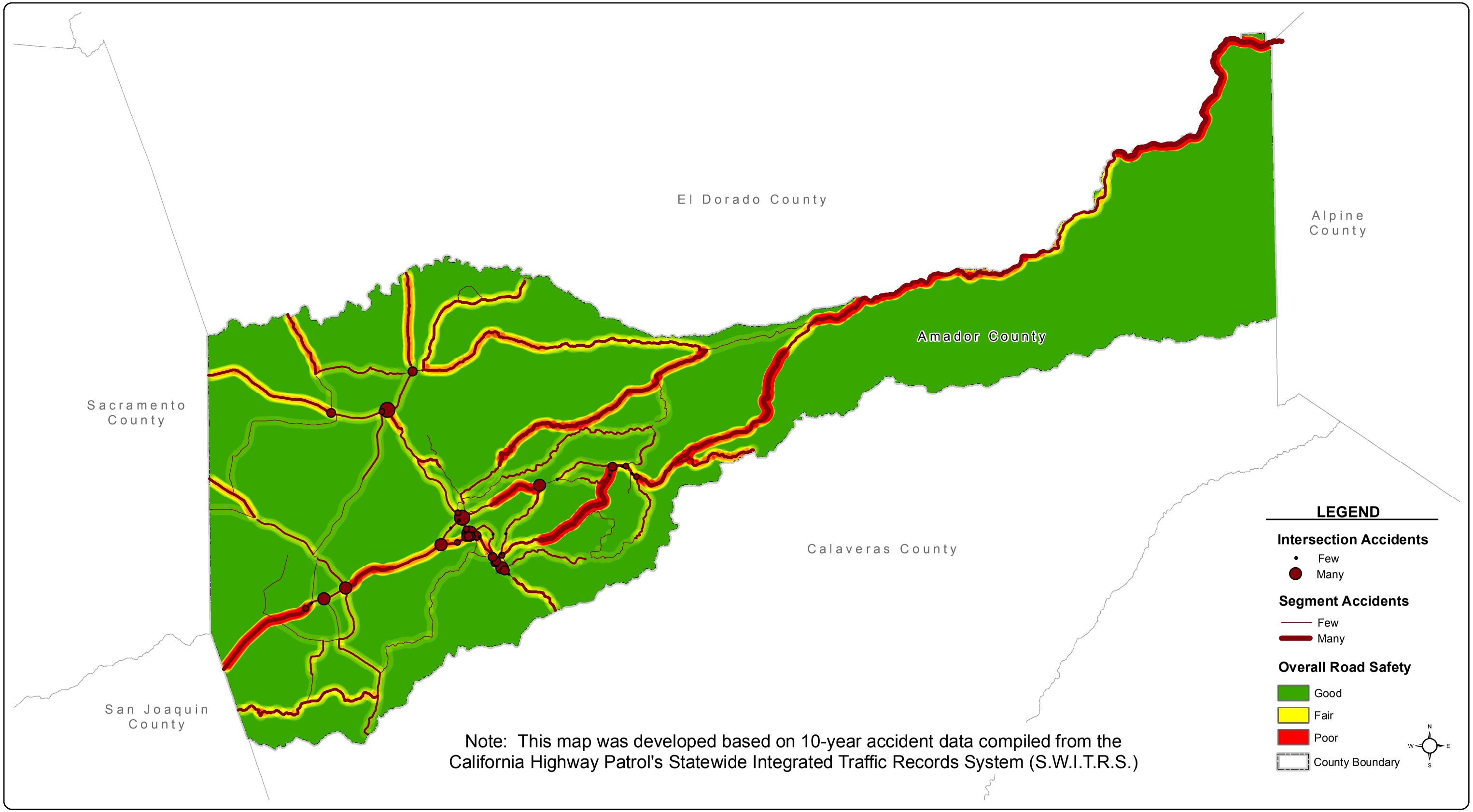
Note 1: OWSC = One Way Stop Control Intersections. For OWSC intersections, worst movement delay and LOS is reported

Note 2: TWSC = Two Way Stop Control Intersections. For TWSC intersections, worst movement delay and LOS is reported

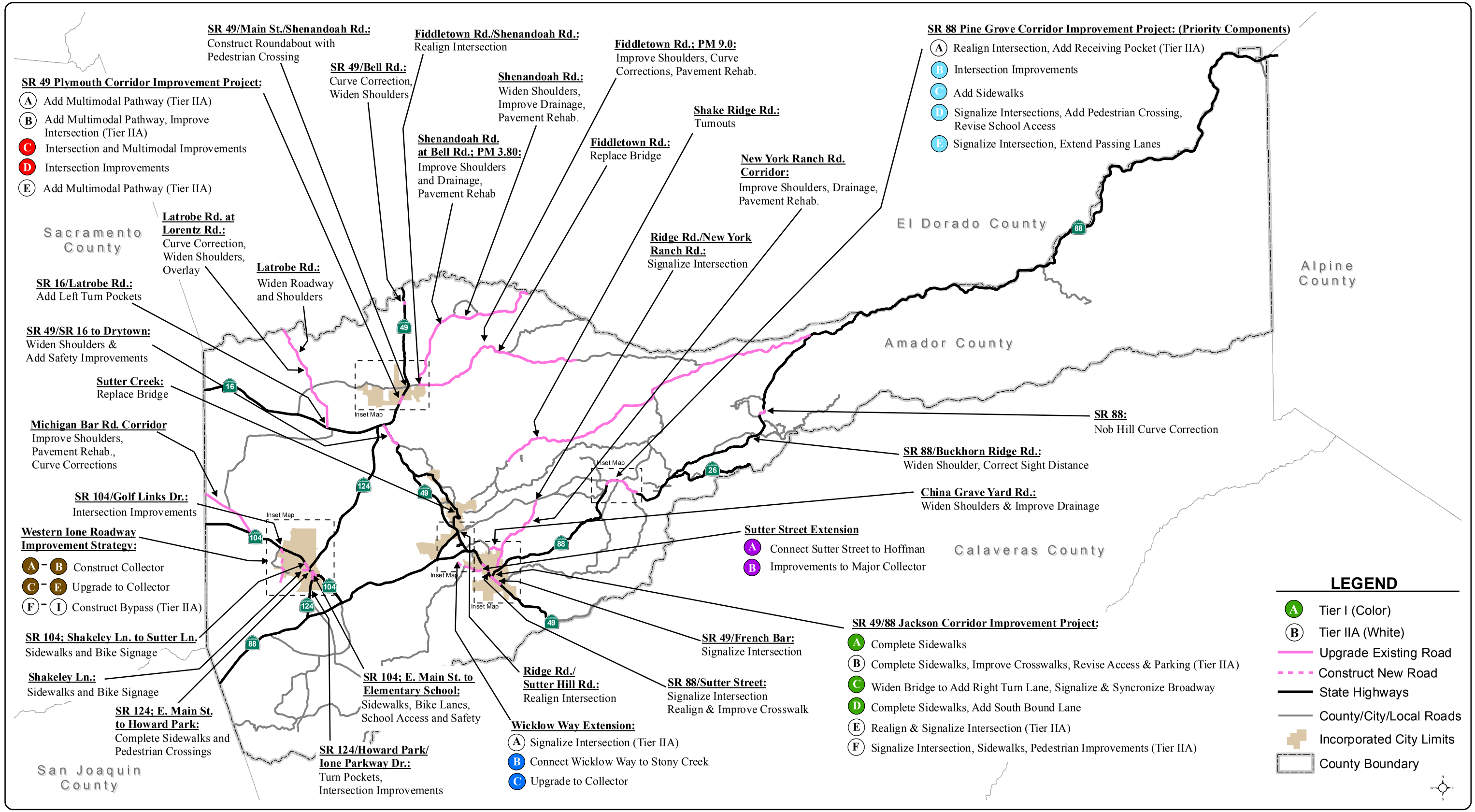
Note 3: AWSC = All Way Stop Control Intersections. For AWSC intersections, average intersection delay and LOS is reported

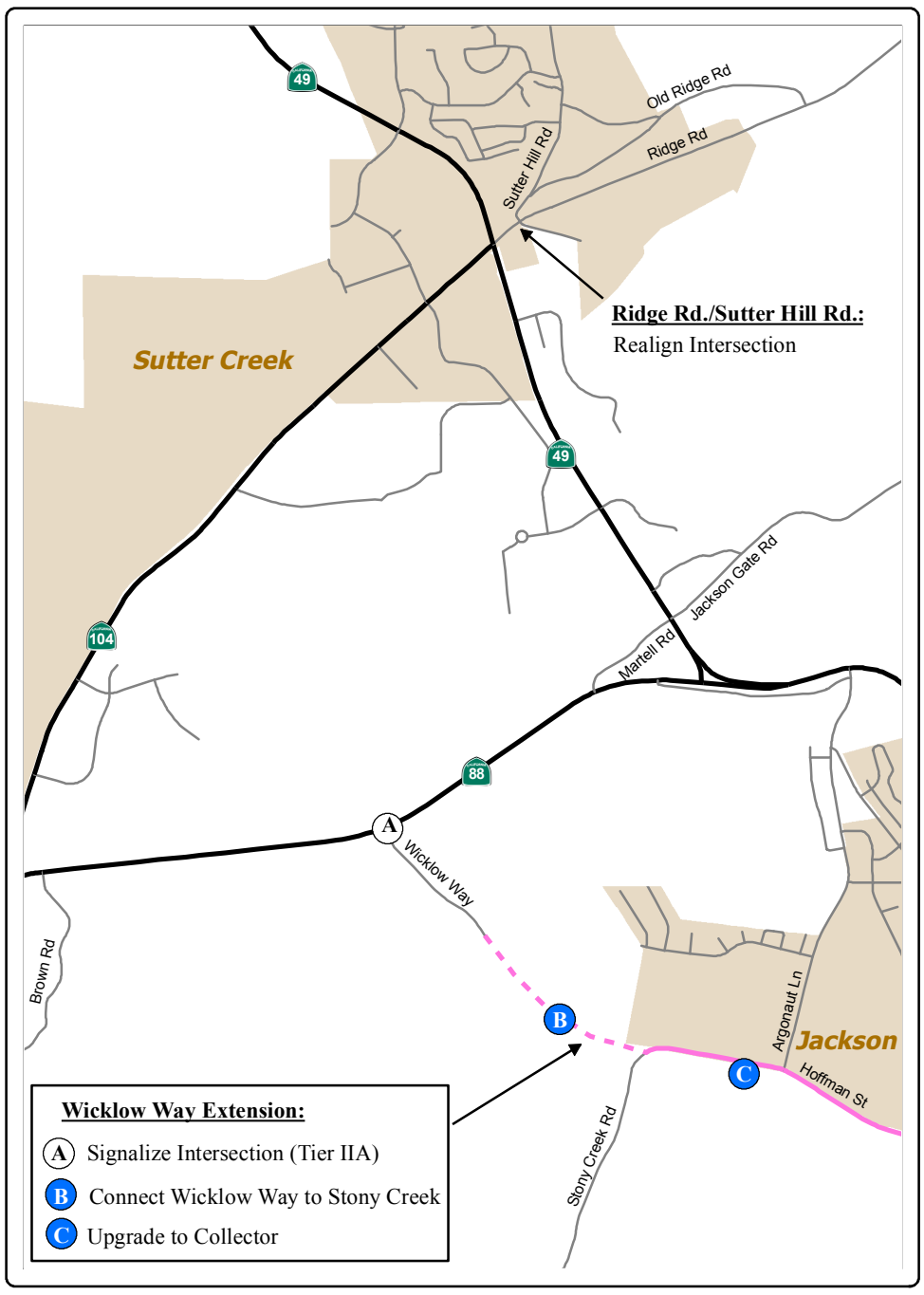
Note 4: For Signalized intersctions, average intersection delay and LOS is reported

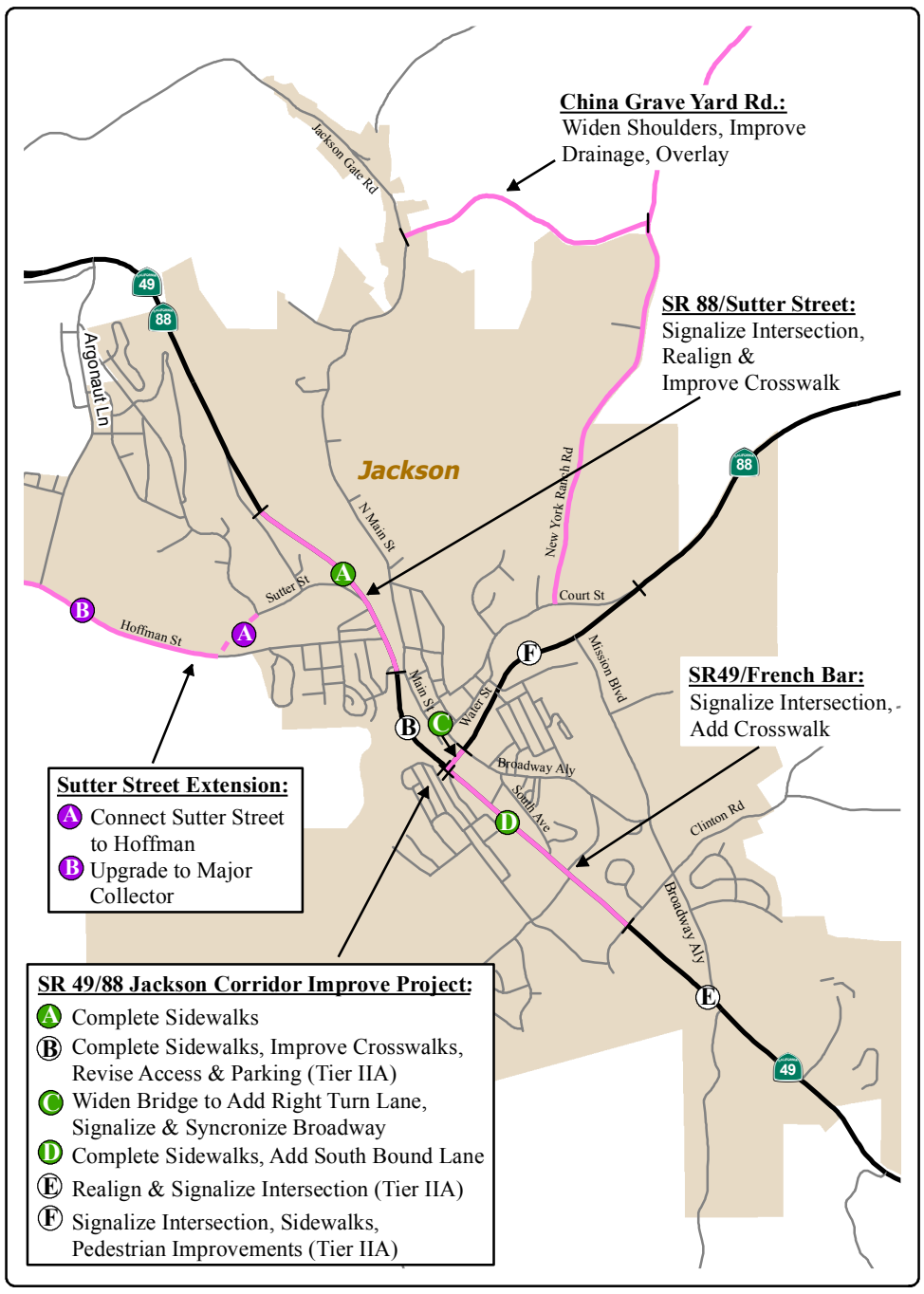
Note 5: OVF = Overflowing conditions, with delay greater than 120 seconds.

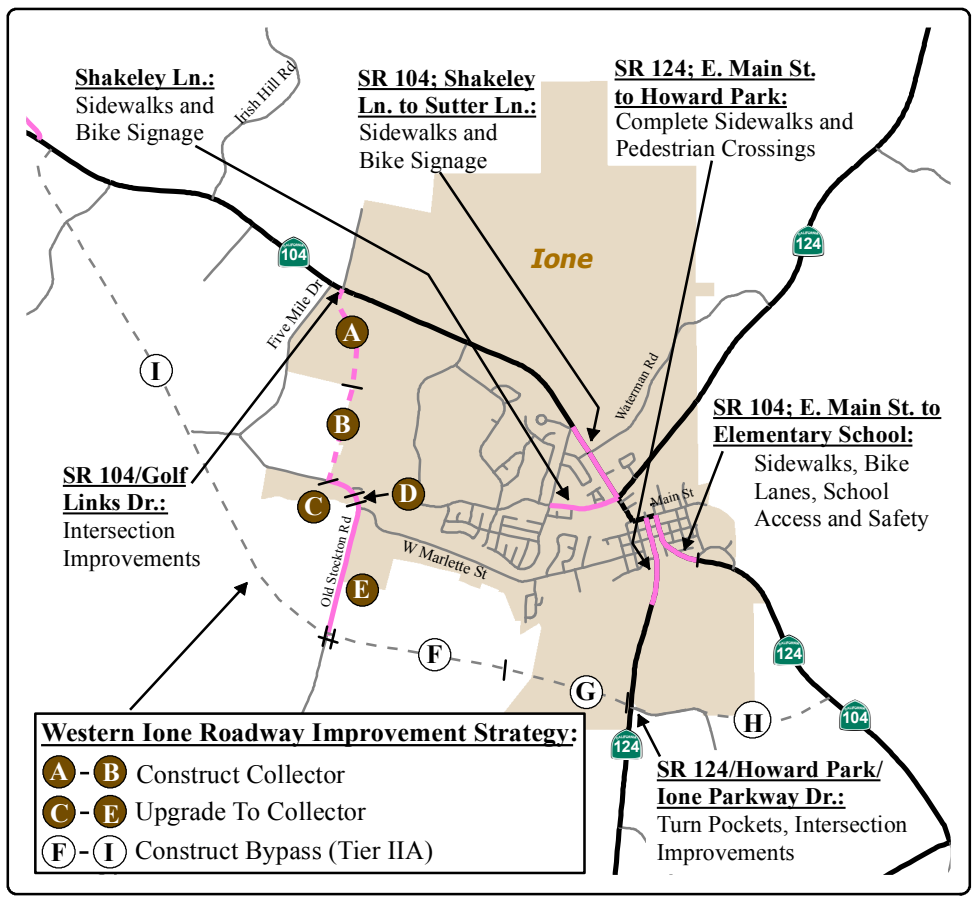


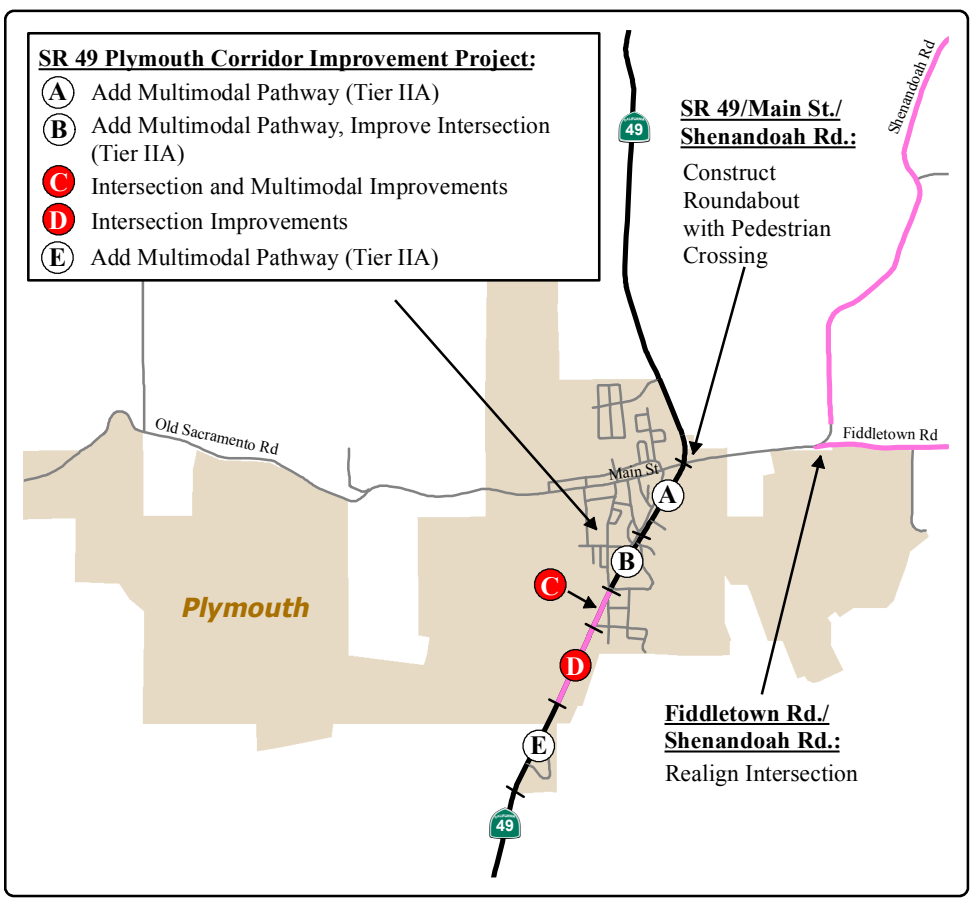
Note: This map was developed based on 10-year accident data compiled from the California Highway Patrol's Statewide Integrated Traffic Records System (S.W.I.T.R.S.)

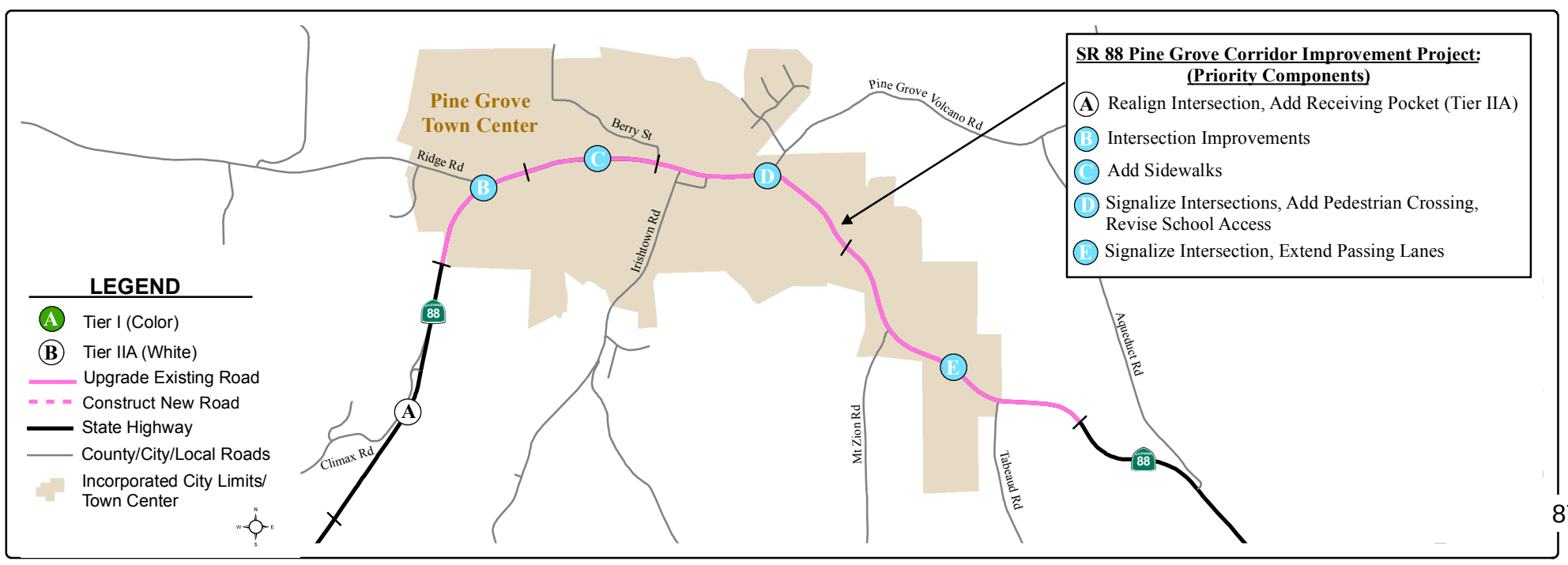

SR 49 Plymouth Corridor Improvement Project:
A Add Multimodal Pathway (Tier IIA)
B Add Multimodal Pathway, Improve Intersection (Tier IIA)
C Intersection and Multimodal Improvements
D Intersection Improvements
E Add Multimodal Pathway (Tier IIA)
SR 49/Main St./Shenandoah Rd.: Construct Roundabout with Pedestrian Crossing
SR 49/Bell Rd.: Curve Correction, Widen Shoulders
Fiddletown Rd./Shenandoah Rd.: Realign Intersection
Shenandoah Rd.: Widen Shoulders, Improve Drainage, Pavement Rehab.
Shenandoah Rd. at Bell Rd.; PM 3.80: Improve Shoulders and Drainage, Pavement Rehab
Fiddletown Rd.; PM 9.0: Improve Shoulders, Curve Corrections, Pavement Rehab.
Fiddletown Rd.: Replace Bridge
Shake Ridge Rd.: Turnouts
New York Ranch Rd. Corridor: Improve Shoulders, Drainage, Pavement Rehab.
Ridge Rd./New York Ranch Rd.: Signalize Intersection
SR 88 Pine Grove Corridor Improvement Project: (Priority Components)
A Realign Intersection, Add Receiving Pocket (Tier IIA)
B Intersection Improvements
C Add Sidewalks
D Signalize Intersections, Add Pedestrian Crossing, Revise School Access
E Signalize Intersection, Extend Passing Lanes
Latrobe Rd. at Lorentz Rd.: Curve Correction, Widen Shoulders, Overlay
Latrobe Rd.: Widen Roadway and Shoulders
SR 16/Latrobe Rd.: Add Left Turn Pockets
SR 49/SR 16 to Drytown: Widen Shoulders & Add Safety Improvements
Sutter Creek: Replace Bridge
Michigan Bar Rd. Corridor Improve Shoulders, Pavement Rehab., Curve Corrections
SR 104/Golf Links Dr.: Intersection Improvements
Western Ione Roadway Improvement Strategy:
A - B Construct Collector
C - E Upgrade to Collector
F - I Construct Bypass (Tier IIA)
SR 104; Shakeley Ln. to Sutter Ln. Sidewalks and Bike Signage
Shakeley Ln.: Sidewalks and Bike Signage
SR 124; E. Main St. to Howard Park: Complete Sidewalks and Pedestrian Crossings
SR 104; E. Main St. to Elementary School: Sidewalks, Bike Lanes, School Access and Safety
SR 124/Howard Park/ Ione Parkway Dr.: Turn Pockets, Intersection Improvements
Wicklow Way Extension:
A Signalize Intersection (Tier IIA)
B Connect Wicklow Way to Stony Creek
C Upgrade to Collector
Ridge Rd./ Sutter Hill Rd.: Realign Intersection
SR 88/Sutter Street: Signalize Intersection Realign & Improve Crosswalk
SR 49/French Bar: Signalize Intersection
Sutter Street Extension
A Connect Sutter Street to Hoffman
B Improvements to Major Collector
SR 49/88 Jackson Corridor Improvement Project:
A Complete Sidewalks
B Complete Sidewalks, Improve Crosswalks, Revise Access & Parking (Tier IIA)
C Widen Bridge to Add Right Turn Lane, Signalize & Syncronize Broadway
D Complete Sidewalks, Add South Bound Lane
E Realign & Signalize Intersection (Tier IIA)
F Signalize Intersection, Sidewalks, Pedestrian Improvements (Tier IIA)
SR 88: Nob Hill Curve Correction
SR 88/Buckhorn Ridge Rd.: Widen Shoulder, Correct Sight Distance
China Grave Yard Rd.: Widen Shoulders & Improve Drainage
Sacramento County
El Dorado County
Amador County
Alpine County
Calaveras County
San Joaquin County
Inset Map
LEGEND
A Tier I (Color)
B Tier IIA (White)
Upgrade Existing Road
Construct New Road
State Highways
County/City/Local Roads
Incorporated City Limits
County Boundary

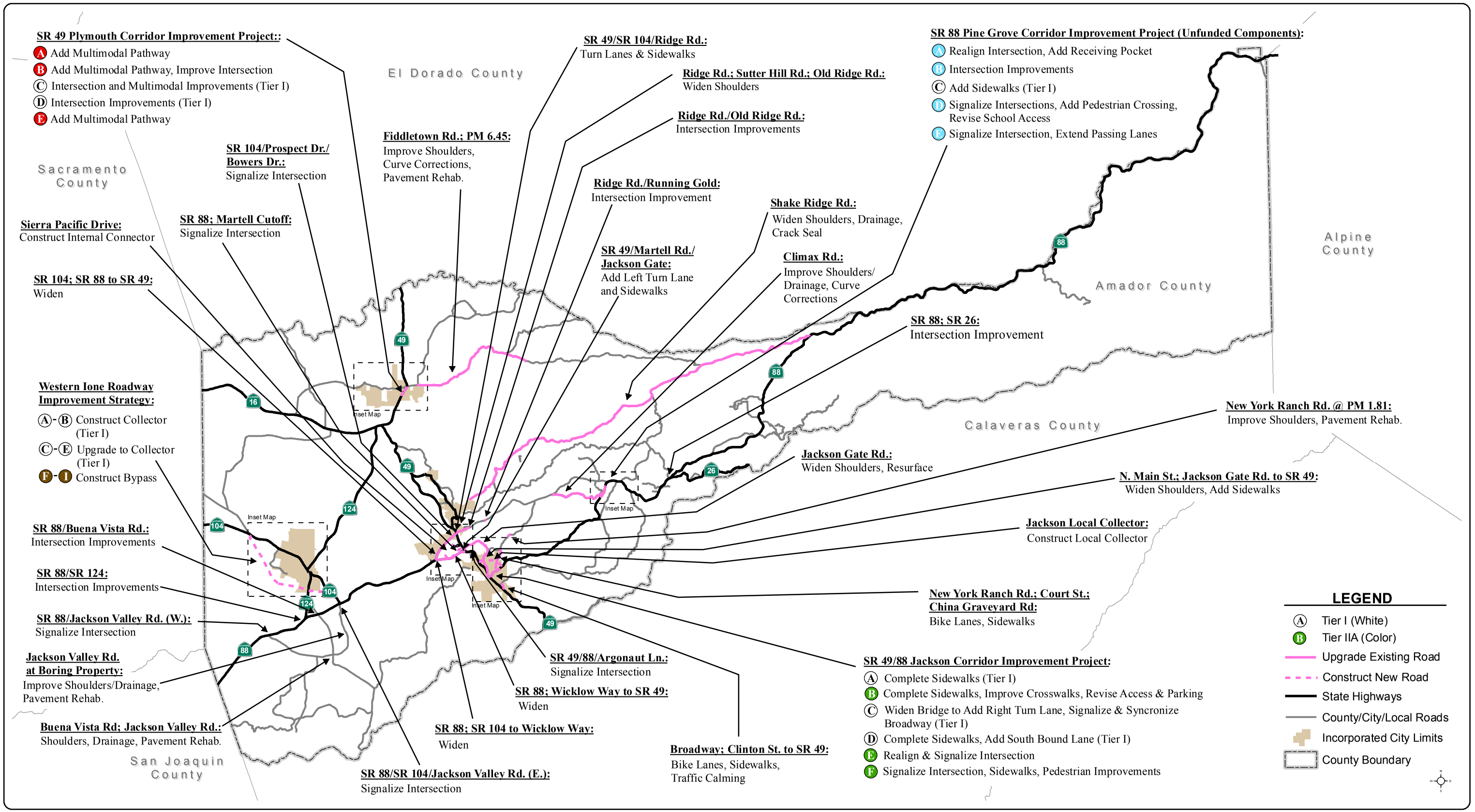

Sutter Creek
Jackson
Ridge Rd./Sutter Hill Rd.:
Realign Intersection
Old Ridge Rd
Ridge Rd
Sutter Hill Rd
Jackson Gate Rd
Martell Rd
Wicklow Way
Brown Rd
Argonaut Ln
Hoffman St
Stony Creek Rd
Wicklow Way Extension:
A Signalize Intersection (Tier IIA)
B Connect Wicklow Way to Stony Creek
C Upgrade to Collector

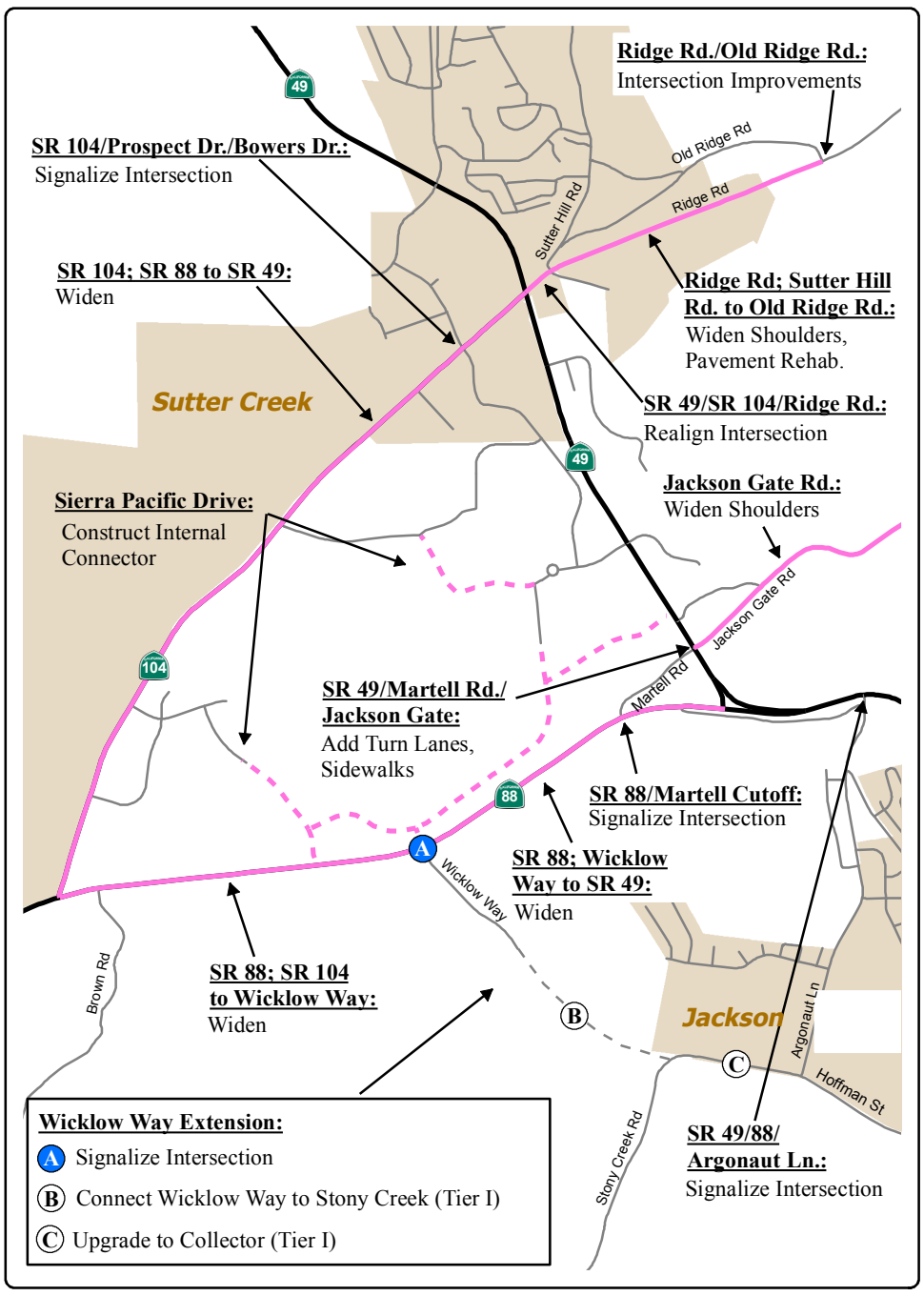

China Grave Yard Rd.:
Widen Shoulders, Improve Drainage, Overlay
SR 88/Sutter Street:
Signalize Intersection, Realign & Improve Crosswalk
SR49/French Bar:
Signalize Intersection, Add Crosswalk
Jackson
Jackson Gate Rd
Argonaut Ln
N Main St
New York Ranch Rd
Sutter St
Hoffman St
Court St
Mission Blvd
Main St
Water St
Broadway Aly
South Ave
Clinton Rd
Sutter Street Extension:
A Connect Sutter Street to Hoffman
B Upgrade to Major Collector
SR 49/88 Jackson Corridor Improve Project:
A Complete Sidewalks
B Complete Sidewalks, Improve Crosswalks, Revise Access & Parking (Tier IIA)
C Widen Bridge to Add Right Turn Lane, Signalize & Syncronize Broadway
D Complete Sidewalks, Add South Bound Lane
E Realign & Signalize Intersection (Tier IIA)
F Signalize Intersection, Sidewalks, Pedestrian Improvements (Tier IIA)

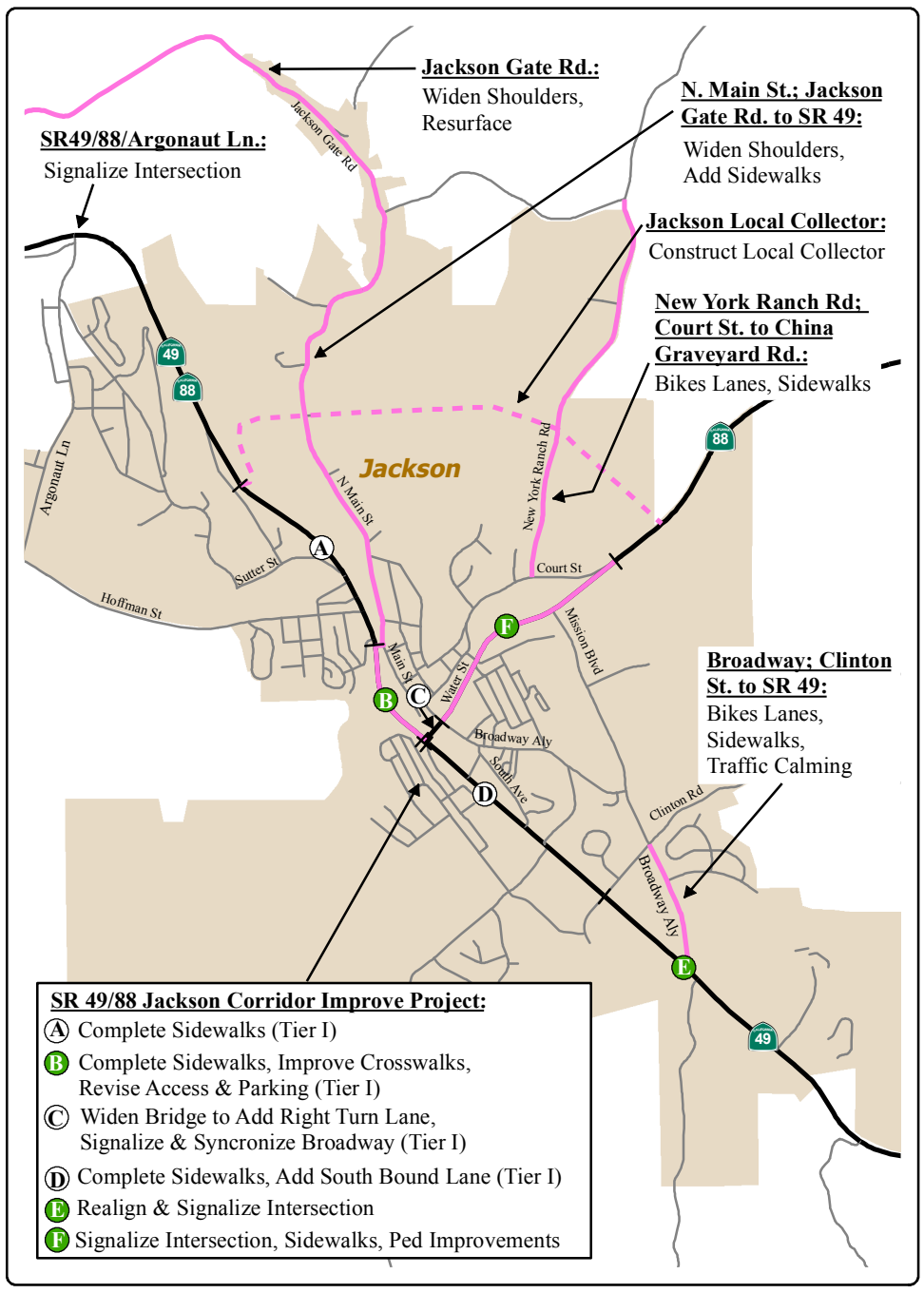

Shakeley Ln.:
Sidewalks and Bike Signage
SR 104; Shakeley Ln. to Sutter Ln.:
Sidewalks and Bike Signage
SR 124; E. Main St. to Howard Park:
Complete Sidewalks and Pedestrian Crossings
Ione
Irish Hill Rd
Five Mile Dr
Waterman Rd
Main St
W Marlette St
Old Stockton Rd
SR 104/Golf Links Dr.:
Intersection Improvements
SR 104; E. Main St. to Elementary School:
Sidewalks, Bike Lanes, School Access and Safety
SR 124/Howard Park/ Ione Parkway Dr.:
Turn Pockets, Intersection Improvements
Western Ione Roadway Improvement Strategy:
A - B Construct Collector
C - E Upgrade To Collector
F - I Construct Bypass (Tier IIA)

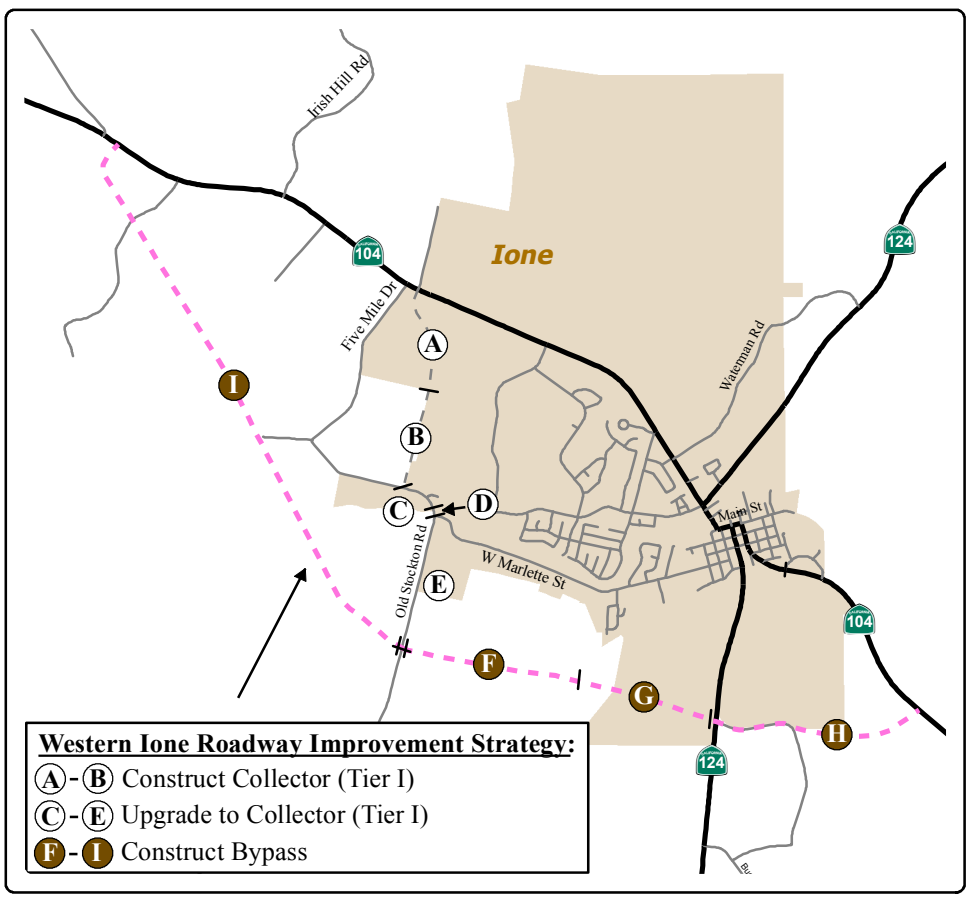

SR 49 Plymouth Corridor Improvement Project:
A Add Multimodal Pathway (Tier IIA)
B Add Multimodal Pathway, Improve Intersection (Tier IIA)
C Intersection and Multimodal Improvements
D Intersection Improvements
E Add Multimodal Pathway (Tier IIA)
SR 49/Main St./ Shenandoah Rd.:
Construct Roundabout with Pedestrian Crossing
Fiddletown Rd./ Shenandoah Rd.:
Realign Intersection
Plymouth
Old Sacramento Rd
Main St
Fiddletown Rd
Shenandoah Rd

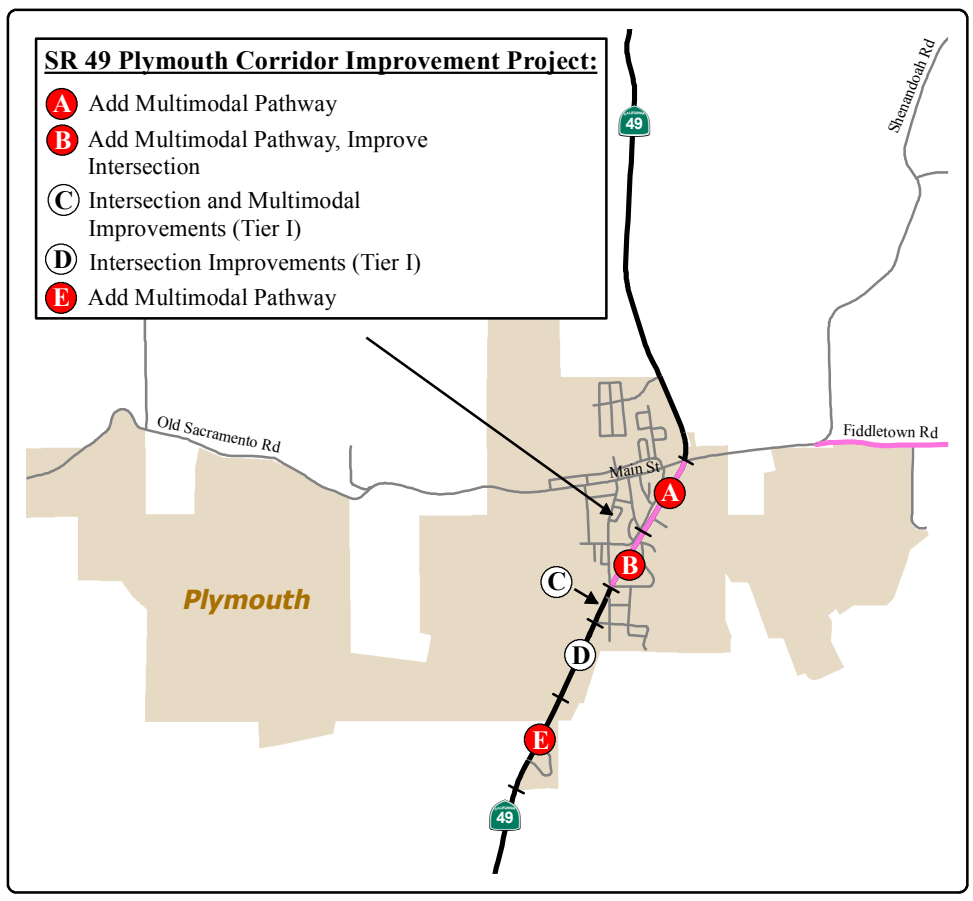

SR 88 Pine Grove Corridor Improvement Project: (Priority Components)
A Realign Intersection, Add Receiving Pocket (Tier IIA)
B Intersection Improvements
C Add Sidewalks
D Signalize Intersections, Add Pedestrian Crossing, Revise School Access
E Signalize Intersection, Extend Passing Lanes
Pine Grove Town Center
Berry St
Ridge Rd
Irishtown Rd
Pine Grove Volcano Rd
Aqueduct Rd
Mt Zion Rd
Tabeaud Rd
Climax Rd
LEGEND
Tier I (Color)
Tier IIA (White)
Upgrade Existing Road
Construct New Road
State Highway
County/City/Local Roads
Incorporated City Limits/ Town Center

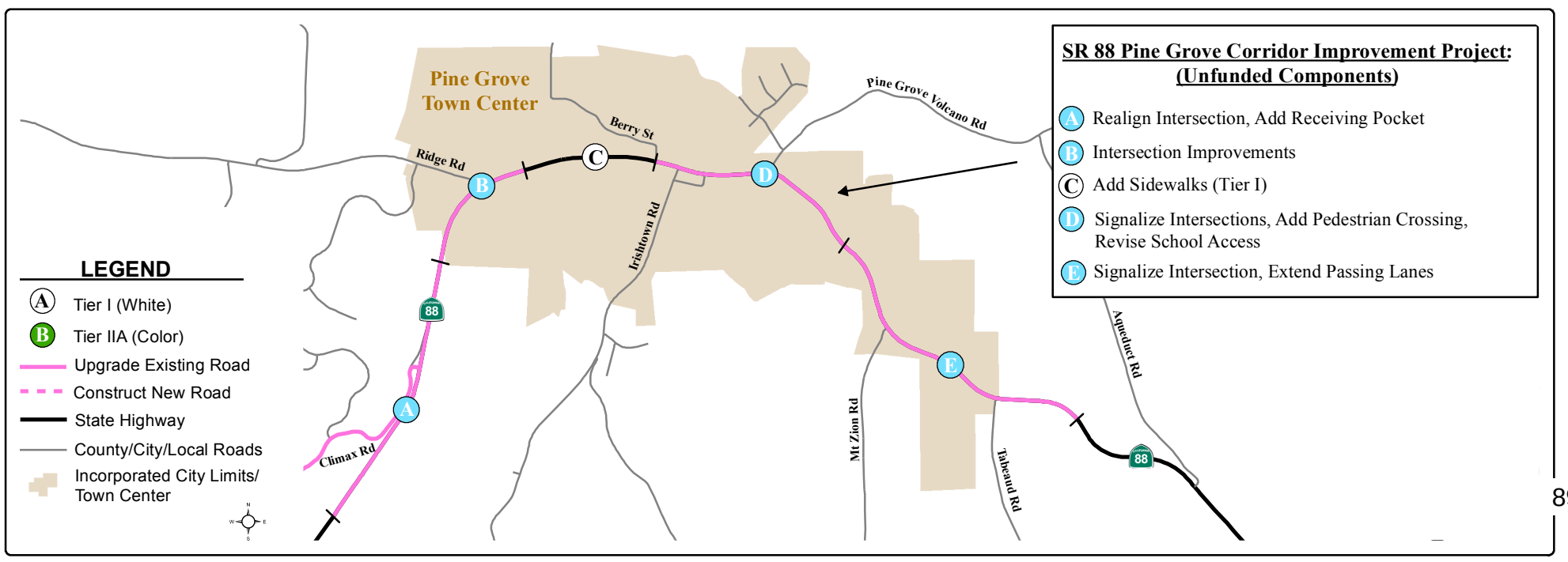

SR 49 Plymouth Corridor Improvement Project::
A Add Multimodal Pathway
B Add Multimodal Pathway, Improve Intersection
C Intersection and Multimodal Improvements (Tier I)
D Intersection Improvements (Tier I)
E Add Multimodal Pathway
El Dorado County
SR 49/SR 104/Ridge Rd.:
Turn Lanes & Sidewalks
Ridge Rd.; Sutter Hill Rd.; Old Ridge Rd.:
Widen Shoulders
Ridge Rd./Old Ridge Rd.:
Intersection Improvements
Fiddletown Rd.; PM 6.45:
Improve Shoulders, Curve Corrections, Pavement Rehab.
SR 104/Prospect Dr./ Bowers Dr.:
Signalize Intersection
Sacramento County
Ridge Rd./Running Gold:
Intersection Improvement
Shake Ridge Rd.:
Widen Shoulders, Drainage, Crack Seal
Sierra Pacific Drive:
Construct Internal Connector
SR 88; Martell Cutoff:
Signalize Intersection
SR 49/Martell Rd./ Jackson Gate:
Add Left Turn Lane and Sidewalks
Climax Rd.:
Improve Shoulders/ Drainage, Curve Corrections
SR 104; SR 88 to SR 49:
Widen
SR 88 Pine Grove Corridor Improvement Project (Unfunded Components):
A Realign Intersection, Add Receiving Pocket
B Intersection Improvements
C Add Sidewalks (Tier I)
D Signalize Intersections, Add Pedestrian Crossing, Revise School Access
E Signalize Intersection, Extend Passing Lanes
Alpine County
Amador County
SR 88; SR 26:
Intersection Improvement
Western Ione Roadway Improvement Strategy:
A-B Construct Collector (Tier I)
C-E Upgrade to Collector (Tier I)
F-I Construct Bypass
Inset Map
Calaveras County
New York Ranch Rd. @ PM 1.81:
Improve Shoulders, Pavement Rehab.
Jackson Gate Rd.:
Widen Shoulders, Resurface
N. Main St.; Jackson Gate Rd. to SR 49:
Widen Shoulders, Add Sidewalks
Jackson Local Collector:
Construct Local Collector
SR 88/Buena Vista Rd.:
Intersection Improvements
SR 88/SR 124:
Intersection Improvements
New York Ranch Rd.; Court St.; China Graveyard Rd:
Bike Lanes, Sidewalks
SR 88/Jackson Valley Rd. (W.):
Signalize Intersection
SR 49/88 Jackson Corridor Improvement Project:
A Complete Sidewalks (Tier I)
B Complete Sidewalks, Improve Crosswalks, Revise Access & Parking
C Widen Bridge to Add Right Turn Lane, Signalize & Syncronize Broadway (Tier I)
D Complete Sidewalks, Add South Bound Lane (Tier I)
E Realign & Signalize Intersection
F Signalize Intersection, Sidewalks, Pedestrian Improvements
Jackson Valley Rd. at Boring Property:
Improve Shoulders/Drainage, Pavement Rehab.
SR 49/88/Argonaut Ln.:
Signalize Intersection
SR 88; Wicklow Way to SR 49:
Widen
Buena Vista Rd; Jackson Valley Rd.:
Shoulders, Drainage, Pavement Rehab.
SR 88; SR 104 to Wicklow Way:
Widen
San Joaquin County
SR 88/SR 104/Jackson Valley Rd. (E.):
Signalize Intersection
Broadway; Clinton St. to SR 49:
Bike Lanes, Sidewalks, Traffic Calming
LEGEND
A Tier I (White)
B Tier IIA (Color)
Upgrade Existing Road
Construct New Road
State Highways
County/City/Local Roads
Incorporated City Limits
County Boundary


Ridge Rd./Old Ridge Rd.:
Intersection Improvements
SR 104/Prospect Dr./Bowers Dr.:
Signalize Intersection
SR 104; SR 88 to SR 49:
Widen
Ridge Rd; Sutter Hill Rd. to Old Ridge Rd.:
Widen Shoulders, Pavement Rehab.
SR 49/SR 104/Ridge Rd.:
Realign Intersection
Sutter Creek
Jackson Gate Rd.:
Widen Shoulders
Sierra Pacific Drive:
Construct Internal Connector
SR 49/Martell Rd./ Jackson Gate:
Add Turn Lanes, Sidewalks
SR 88/Martell Cutoff:
Signalize Intersection
SR 88; Wicklow Way to SR 49:
Widen
SR 88; SR 104 to Wicklow Way:
Widen
Jackson
SR 49/88/ Argonaut Ln.:
Signalize Intersection
Wicklow Way Extension:
A Signalize Intersection
B Connect Wicklow Way to Stony Creek (Tier I)
C Upgrade to Collector (Tier I)
Old Ridge Rd
Ridge Rd
Sutter Hill Rd
Jackson Gate Rd
Martell Rd
Wicklow Way
Brown Rd
Argonaut Ln
Hoffman St
Stony Creek Rd


Jackson Gate Rd.:
Widen Shoulders, Resurface
SR49/88/Argonaut Ln.:
Signalize Intersection
N. Main St.; Jackson Gate Rd. to SR 49:
Widen Shoulders, Add Sidewalks
Jackson Local Collector:
Construct Local Collector
New York Ranch Rd; Court St. to China Graveyard Rd.:
Bikes Lanes, Sidewalks
Jackson
Broadway; Clinton St. to SR 49:
Bikes Lanes, Sidewalks, Traffic Calming
SR 49/88 Jackson Corridor Improve Project:
A Complete Sidewalks (Tier I)
B Complete Sidewalks, Improve Crosswalks, Revise Access & Parking (Tier I)
C Widen Bridge to Add Right Turn Lane, Signalize & Syncronize Broadway (Tier I)
D Complete Sidewalks, Add South Bound Lane (Tier I)
E Realign & Signalize Intersection
F Signalize Intersection, Sidewalks, Ped Improvements
Jackson Gate Rd
Argonaut Ln
N Main St
Sutter St
Hoffman St
New York Ranch Rd
Court St
Mission Blvd
Main St
Water St
Broadway Aly
South Ave
Clinton Rd
Broadway Aly


Western Ione Roadway Improvement Strategy:
A-B Construct Collector (Tier I)
C-E Upgrade to Collector (Tier I)
F-I Construct Bypass
Ione
Irish Hill Rd
Five Mile Dr
Waterman Rd
W Marlette St
Old Stockton Rd
Main St
Bu


SR 49 Plymouth Corridor Improvement Project:
A Add Multimodal Pathway
B Add Multimodal Pathway, Improve Intersection
C Intersection and Multimodal Improvements (Tier I)
D Intersection Improvements (Tier I)
E Add Multimodal Pathway
Plymouth
Old Sacramento Rd
Fiddletown Rd
Main St
Shenandoah Rd


LEGEND
A Tier I (White)
B Tier IIA (Color)
Upgrade Existing Road
Construct New Road
State Highway
County/City/Local Roads
Incorporated City Limits/ Town Center
SR 88 Pine Grove Corridor Improvement Project: (Unfunded Components)
A Realign Intersection, Add Receiving Pocket
B Intersection Improvements
C Add Sidewalks (Tier I)
D Signalize Intersections, Add Pedestrian Crossing, Revise School Access
E Signalize Intersection, Extend Passing Lanes
Pine Grove Town Center
Ridge Rd
Berry St
Irishtown Rd
Pine Grove Volcano Rd
Climax Rd
Mt Zion Rd
Tabeaud Rd
Aqueduct Rd

Amador County Regional Transportation Plan

Regional Roadway Capital Improvement Program with Multi-Modal Components

				A	B	C	D	E	F
Project ID#	Location	Project Description	Time Frame[1]	Total Cost	Existing Volume	2035 Total Traffic	Traffic Due to Growth	% Growth Traffic	Traffic Growth Cost Share
Tier I: Full Funding Potentially Available within 20 Years									
A	Plymouth	**SR 49//Main St./Shenandoah Rd.:** Construct roundabout	2 Year	$ 3.8M	8,700	11,285	2,585	23%	$ 870K
B	Jackson	**SR 88/Sutter Street:** Realign & Signalize Intersection	1 Year	$ 837K	21,700	25,535	3,835	15%	$ 126K
C	County	**Ridge Rd./New York Ranch Rd.:** Signalize intersection	1 Year	$ 2.2M	13,248	15,035	1,787	12%	$ 261K
D	Sutter C.	**Ridge Rd./Sutter Hill Rd.:** Realign intersection	1 Year	$ 974K	14,275	16,175	1,900	12%	$ 114K
1	County	**Shake Ridge Rd.:** Misc. curve corrections	2 Year	$ 772K	708	3,325	2,617	79%	$ 608K
2	Sutter C.	**Sutter Creek Bridge:** Bridge replacement	2 Year	$ 2.7M	2,200	2,350	150	6%	$ 172K
3	County	**Fiddletown Rd. Bridge:** Bridge replacement	5 Year	$ 2.8M	1,924	2,150	226	11%	$ 294K
E	Jackson	**SR49/French Bar:** Signalize intersection	1 Year	$ 2.M	14,700	18,170	3,470	19%	$ 382K
F	County	**Fiddletown Rd./Shenandoah Rd.:** Realign intersection	3 Year	$ 1.6M	1,924	2,150	226	11%	$ 168K
		SR 88 Pine Grove Corridor Improvement Project ($42.5M total)							
	Pine	PS&E	3 Year	$ 1.6M	22,200	23,775	1,575	7%	$ 106K
	Pine	ROW	5 Year	$ 3.9M	22,200	23,775	1,575	7%	$ 258K
5	Pine Grove	A. SR 88: Berry St to Hilltop Rd. Rehabilitation and widening of SR 88. Signalize intersections, ped crossing, revise school access, add sidewalks.	10 Year	$ 10.8M	22,200	23,775	1,575	7%	$ 715K
7	Ione	**SR 104; E. Main to Elementry School: S**idewalks, bike lanes, school access & **s**afety	10 Year	$ 350K	7,000	9,390	2,390	25%	$ 89K
		SR 49/88 Jackson Corridor Improvement Project ($33.1M total)							
	Jackson	PA&ED	10 Year	$ 1.2M	21,700	25,535	3,835	15%	$ 180K
		PS&E	10 Year	$ 1.4M	21,700	25,535	3,835	15%	$ 210K
8		A. SR 49/88 from "Jackson Local Collector" to Main St.: Curb ramps & sidewalks	20 Year	$ 2.4M	21,700	25,535	3,835	15%	$ 360K
I		C. SR 49/SR 88 Intersection: Widen bridge & add Lft. turn pockets, improve ped crossing	20 Year	$ 6.4M	21,700	25,535	3,835	15%	$ 961K
10		D. SR 49 from SR 88 to Clinton Rd.: Sidewalks from SR 88 to Schober Ave. & from South Ave. Bridge to French Bar, add SB lane & sidewalk from French Bar Rd. to Clinton	20 Year	$ 3.6M	18,900	22,835	3,935	17%	$ 620K
		Sutter Street Extension ($8m total)							
18	Jackson	A. Connect Sutter Street to Hoffman	(+/-20 year)	$ 8.M	New Street	New Street	New Street	100%	$ 8.M
19		B. Hoffman from Sutter Street to Argonaught: Improve to Collector Standards	(+/-20 year)						
		Wicklow Way Extension ($11.6M total)							
20	County	B. Wicklow Way to Stony Creek: Construct Collector w/ New Development	(+/-20 year)	$ 4.6M	New Street	New Street	New Street	100%	$ 4.6M
21		C. Stony Creek from Argonaut to Wicklow: Improve to Collector Standards	(+/-20 year)	$ 2.2M	350	465	115	25%	$ 544K
23	County	**Shenandoah Rd. @ Bell Rd./PM 3.80:** Improve shoulders/drainage, pavement rehab	(+/-20 year)	$ 1.3M	3,018	3,360	342	10%	$ 132K
22	County	**Fiddletown Rd. @ PM 9.0:** Improve shoulders, pavement rehab, curve corrections	(+/-20 year)	$ 1.1M	708	815	107	13%	$ 144K
45	County	**New York Ranch Corridor:** Improve shoulders, pavement rehab, curve corrections	(+/-20 year)	$ 731K	1,680	1,720	40	2%	$ 17K
46	County	**Michigan Bar Rd. Corridor:** Improve shoulders, pavement rehab, curve corrections	(+/-20 year)	$ 416K	2,392	2,655	263	10%	$ 41K
52	County	**Latrobe Rd.;** Various Locations: Widen roadway & shoulders	+20 year	$ 676K	2,223	2,505	282	11%	$ 76K
53	County	**Shenandoah Rd.;** Various Locations: Widen shoulders, improve drainage, overlay	+20 year	$ 937K	3,018	3,360	342	10%	$ 95K
		SR 49 Plymouth Corridor Improvement Project ($16.5M total)							
	Plymouth	**PA&ED**	20 Year	$ 1.3M	8,700	11,285	2,585	23%	$ 298K
		C. SR 49/Empire: Inersection improvements, widening, & multimodal improvements	20 Year	$ 3.5M	8,700	11,285	2,585	23%	$ 802K
		D. SR 49/Zinfandal Rd.: Intersection Improvements	20 Year	$ 2.6M	8,700	11,285	2,585	23%	$ 596K
		Western Ione Roadway Strategy ($106.8M total)							
?	Ione	**SR 104/Golf Links Dr.:** Intersection improvements	20 Year	$ 1.5M	4,150	4,875	725	15%	$ 223K
34		A. Construct Collector w/ New Development	20 Year	$ 6.9M	New Street	New Street	New Street	100%	$ 6.9M
35		B. Construct Collector w/ New Development	20 Year	$ 6.M	New Street	New Street	New Street	100%	$ 6.M
36		C. Upgrade To Collector Standard	20 Year	$ 4.1M	New Street	New Street	New Street	100%	$ 4.1M
37		D. Upgrade To Collector Standard(bridge)	20 Year						
38		E. Upgrade To Collector Standard	20 Year						
?	Ione	**SR 124/Howard Park/Ione Parkway Dr.:** Turn Pockets and Intersection improvements	20 Year	$ 1.5M	5,000	6,245	1,245	20%	$ 299K
11	County	**Latrobe Rd. @ Lorentz Rd.:** Curve correction, widen shoulders, overlay	10 Year	$ 559K	3,000	3,425	425	12%	$ 69K
12	Drytown	**SR 49; SR 16 to Drytown:** Widen shoulders, improve ped crossing, safety signage	20 Year	$ 250K	11,000	13,360	2,360	18%	$ 44K
13	Jackson	**China Grave Yard Rd.:** Widen shoulders, drainage, shoulders, safety signage, overlay	10 Year	$ 320K	2,641	3,090	449	15%	$ 46K
?	Ione	**SR 104; Shakely Ln to Sutter Ln;** sidewalks and bike signage	10 Year	$ 250K	4,150	4,875	725	15%	$ 37K
?	Ione	**Shakeley Ln;** Sidewalks and bike signage	10 Year	$ 550K	4,150	4,875	725	15%	$ 82K
J	County	**SR 16/Latrobe Rd.:** Add WB RT turn lane & EB receiving pocket	10 Year	$ 750K	8,000	9,460	1,460	15%	$ 116K
14	Ione	**SR 124; E. Main St. to Howard Park:** Complete sidewalks & pedestrian crossings	20 Year	$ 175K	5,000	6,245	1,245	20%	$ 35K
K	County	**SR 88/Buckhorn Ridge Rd.:** Widen EB shoulder, correct sight distance	20 Year	$ 300K	6,300	7,105	805	11%	$ 34K
15	County	**SR 88; Columbia Dr. to Antelope Dr.:** Nob Hill curve correction	20 Year	$ 2.5M	3,250	3,730	480	13%	$ 322K
16	County	**SR 49/Bell Rd.:** Curve correction, widen shoulders	20 Year	$ 200K	2,000	2,975	975	33%	$ 66K
		TIER I TOTAL:		$ 102.5M					$ 40.2M

Appendix J

RTMF Trip Generation Rates

Residential Category	Development Project Type	Adjusted Trip Rate[1]
Residential	Single Family Detached	10.0/D.U.[2]
	Multi-Family Attached	7.1/D.U.
	Mobile Home Park or Subdivision/Retirement Community	4.22/D.U.
	Congregate Care Facility	2.15/D.U.
Non-Residential Category	**Development Project Type**	**Adjusted Trip Rate[1]**
Retail-Commercial	High Volume Retail/Specialty Retail Center/Shopping Center	20/1,000 S.F.[3]
	Medium Volume Retail	13/1,000 S.F.
	Low Volume Retail	1.5/1,000 S.F.
Food Services	Fast food standalone restaurant on a State highway	161/1,000 S.F.
	Fast food drive-through restaurant within a shopping center or community	60/1,000 S.F.
	Quality Sit-down Restaurant/Drinking Establishment (Bar)	23/1,000 S.F.
Specialty-Commercial	Gas Station with or without convenience store	32/Fueling Space[4]
	Car Wash/Quick Lube	21/Stall
	Hotel/Motel/Resort/Bed and Breakfast	5.2/Unit[5]
Medical	Hospital	11.8/Bed
	Nursing Home / Convalescent Home	2.6/Bed
	Medical Office or Medical or Health Clinic providing diagnostic or treatment services	30/1,000 S.F.
Non-Residential Category	**Development Project Type**	**Adjusted Trip Rate[1]**
Office	General Office	11/1,000 S.F.
Industrial	Light	6/1,000 S.F.
	Heavy	1.5/1,000 S.F.
	Manufacturing/Assembly/Agricultural Processing	3/1,000 S.F.
Institutional	Elementary School/ Middle School/Church or other place of worship	10/1,000 S.F.
	High School	13/1,000 S.F.
Public Utilities	Utilities (Publicly or privately owned)	6/1,000 S.F.
Warehousing/Storage	Warehouse	5/1,000 S.F.
	Mini-storage Facilities	2/1,000 S.F.
Other	Golf Course	21/Hole
	Theater (Movie)	6.4/1,000 S.F.
	Theater (Live)	1.5/1,000 S.F.
	Recreational/Visitor Center	3.1/Parking Space

Notes:

[1] The vehicle trip rates are for calculation of fees only. These trip rates have been adjusted to consider pass by trips, diverted trips, trip length, peak hour impacts and other factors.

[2] Dwelling Unit

[3] Square Feet of the gross floor area, measured to the nearest square foot; applicable to structures only.

[4] The number of fueling spaces is determined by the maximum number of vehicles capable of being fueled simultaneously.

[5] Sleeping unit, dwelling unit, rental unit, or other component by which the development is marketed.

Land Use Category	Project Development Type	Unit	Trip Rate[1]	Cost per Trip	Impact Fee per Unit or KSF
Residential	Single-Family Dwelling Unit	DU[2]	10.00	$388	$3,880
	Multi-Family Dwelling Unit *Apartments, Duplexes or condominiums are charged per dwelling unit without regard to square footage or number of bedrooms*	DU	7.10	$388	$2,755
	Mobile Home Park or Subdivision *An area or tract of land where more than two spaces are rented or individually owned to accommodate mobile homes.* Retirement Community *Five or more residential units, enforeceably restricted to those 55 or over designed for the elderly.*	DU	4.22	$388	$1,637
	Congregate Care Facility *Congregate Care Facilities typically consist of one or more multi-unit buildings designed for elderly living; they may also contain common dining rooms, medical facilities and recreation facilities.*	DU	2.15	$388	$834
Retial Commercial	High Volume Retail: *Drug Store* *Department Store* *Grocery Store* *Discount Store* *Mini Mart* *Automobile Sales* *Liquor Store* *Supermarket* *Laundromat* *Auto Parts* *Clothing/Apparel Store* *Delicatessen* *Bank* *Health Fitness Center* *Pharmacy* *Hardware Store* *Record/Video Rental & Sales* Specialty Retail Center *Small shopping centers that contain a variety of retail shops including apparel, hard goods, and services such as real estate offices, dance studios, florists, and small restaurants* Shopping Center *May contain Supermarkets, Drug Stores, Banks, Movie Theaters and miscellaneous small retail shops*	KSF[3]	20.00	$167	$3,340
	Medium Volume Retail: *Baker* *Automobile Repair* *Child Care* *Club Store* *Dry Cleaner* *Shoe Store* *Gift Shop* *Lumber/Building Supplies* *Sporting Goods Store* *Nursery* *Jewelry Store* *Stationary Store* *Photo Store* *Print Shop (retail)* *Toy Store* *Electronics Store* *Book Store* *Factory Outlet Center* *Tire Store* *Health Food Store*	KSF	13.00	$167	$2,171
	Low Volume Retail: *Antique Store* *Boat/Equipment Repair Shop* *Appliance Store* *Furniture Store* *Gallery* *Museum* *Kennel* *Boat/RV/Mobile Home Sales* *Clock Store* *Shop (TV, Radio, Vacuum, etc.)* Wine or beer tasting rooms or product retail sales in conjunction with a winery or brewery	KSF	1.50	$167	$251
Food Services	Fast food standalone restaurant on a State highway	KSF	161.00	$167	$26,887
	Fast food drive-through restaurant within a shopping center or community (wherein fast food restaurant is not immediately adjacent to a State highway)	KSF	60.00	$167	$10,020
	Quality Sit-down Restaurant Drinking Establishment (Bar)	KSF	23.00	$167	$3,841
Specialty Commercial	Gas Station with or without convenience stroe	Fueling Space[4]	32.00	$167	$5,344
	Car Wash Quick Lube	Stall	21.00	$167	$3,507
	Hotel/Motel/Resort/Bed and Breakfast	Unit[5]	5.20	$167	$868
Medical	Hospital	Bed	11.80	$167	$1,971
	Nursing Home/Convalescent Home	Bed	2.60	$167	$434
	Medical Office or Medical or Health Clinic providing diagnostic or treatment services	KSF	30.00	$167	$5,010
Office	General Office	KSF	11.00	$304	$3,344
Industrial	Light, Including: *Airport/Airstrip* *Meet Packing Facility* *Livestock Feedlot/Auction Yard* *Printing Plant* *Material Testing Laboratory* *Electronics Plant*	KSF	6.00	$304	$1,824
	Heavy, Including *Auto Wrecking and Junk Yard* *Mininig Operation* *Foundry and Smelter* *Refining Plant* *Lumber Mill*	KSF	1.50	$304	$456
	Manufacturing/Assembly/Agricultural Processing *Manufacturing or assembly facilcities where the primary activity is the conversion of raw materials, products or parts into finished commodities for sale or distribution, including winer or brewery.*	KSF	3.00	$304	$912

Land Use Category	Project Development Type	Unit	Trip Rate[1]	Cost per Trip	Impact Fee per Unit or KSF
Institutional	Elementary School Middle School Church or other place of worship	KSF	10.00	$304	$3,040
	High School	KSF	13.00	$304	$3,952
Public Utilites	Utilites (Publicly or privately owned) *Production, generation, storage, transmission and treatment faciliites, mechanical or industrial space, parts and equipment storage, repair areas, and office space in the same project and related to or used for these utility uses.*	KSF	6.00	$304	$1,824
Warehousing/ Storage	Warehouse *Facilities primarily devoted to the storage of materials, including wholesale distribution*	KSF	5.00	$304	$1,520
	Mini-Storage Facilities *Buildings housing separate storage units or vaults used for storage*	KSF	2.00	$304	$608
Other	Golf Course	Hole	21.00	$304	$6,384
	Theater (Movie)	KSF	6.40	$304	$1,946
	Theater (Live)	KSF	1.50	$304	$456
	Recreational *Visitor Center*	Parking Space	3.10	$304	$942

Notes:
1) The vehicle trip rates are for calculation fees only. The non-residential trip rates have been adjusted to consider pass-by trips, diverted trips, and on-site capture trips.
2) Dwelling Unit
3) 1,000 Square Feet of gross floor area, measured to the nearest square foot; applicable to structures only.
4) The number of fueling spaces is determined by the maximum number of vehicles capable of beign fuled simultaneously.
5) Sleeping unite, dwelling unit, rental unit, or other component by which the development is marketed.

Exhibit D

Regional Traffic Mitigation Fee Program

Policies and Procedures

These policies and procedures are intended to provide guidance for the Cities, County, ACTC, developers, and the public regarding the administration and implementation of the RTMF program.

1. **Program Components** The RTMF Program is comprised of a fee schedule, capital improvement program, nexus plan and the administrative policies and procedures outlined below (Exhibits A, B, C, and D of the RTMF MOU), as well as separate implementing ordinances and resolutions adopted by the Cities and County. These documents collectively describe the roles and responsibilities of each party and set forth parameters for the collection, expenditure, administration, accounting, and reporting of the RTMF funds.

2. **Collection of Fees** The Cities and County will collect RTMF fees in accordance with the fee schedule shown in Exhibit A from all building and applicable entitlements issued for the developments approved by their jurisdictions.

3. **Deposit of Fees** All fees collected will be transmitted to the ACTC on a quarterly basis for deposit into a separate regional traffic mitigation fee account maintained by the Amador County Auditor. Interest earned on these funds shall stay in the account for use by the program and shall be accounted for in each annual report provided by the ACTC.

4. **Reporting**
    a. Cities and County: The Cities and County will maintain records of and report on all building and applicable entitlements issued, RTMF fees collected, and RTMF funds expended by their jurisdictions. City and County staff will use the RTMF Reporting Form shown in Attachment 1, as well as separate invoices and progress reports to provide this information to ACTC on a quarterly basis.

    b. ACTC: Within 180 days after the end of each fiscal year, the ACTC will provide an RTMF Annual Report that will summarize all information reported for the prior fiscal year. As specified in California Government Code 66006, this report will cover the following:

        (1) An accounting of the prior fiscal year beginning and end balances;
        (2) An accounting of the fees collected and interest earned in the prior fiscal year;
        (3) An accounting of all expenditures incurred in the prior fiscal year;
        (4) A summary status report for each RTMF project that identifies its costs, expenditures, and any challenges or opportunities that may affect its delivery;
        (5) A summary schedule for each RTMF funded project that identifies critical path milestones;
        (6) An accounting of any loans to or obligations from the RTMF account and when said funds will be repaid or provided;
        (7) An accounting of any RTMF fees credits provided or reimbursements made; and
        (8) An accounting of all expenditures directed for the following fiscal year.

5. **Annual Adoption**
    The RTMF Annual Report will be circulated for public review every year and presented to the Cities and County for their adoption, by resolution, as required by California Government Code 66006.

6. **Oversight Committee** The Cities and County will appoint one representative from each of their legislative bodies to serve on an Oversight Committee (OC) that will direct the ACTC on administration and implementation of the program in accordance with California Government Code 66000 et seq. and the adopted RTMF MOU, fee schedule, capital improvement program, nexus plan, and these policies, and procedures. The ACTC will implement the program as directed and provide the OC with any administrative or technical support needed at its own expense, not from RTMF revenues.

   The OC shall meet annually and as necessary to oversee the program's administration, to direct the program's implementation, and to make recommendations to their legislative bodies in the event that any changes to the program are proposed. OC members will regularly communicate with and seek input from their City/County staff and legislative bodies regarding the priority projects shown in the adopted capital improvement program and any issues affecting their timely delivery.

7. **Program Changes** Any change to the adopted program would need to be reviewed and ratified (i.e. adoption by resolution, after a public hearing) by each City and the County before it could take effect. In the event that any program changes are proposed, the OC will review all relevant information in order to make a recommendation to their legislative bodies. In any such event, OC members will ensure that the proposed changes are reviewed by their legislative bodies' legal counsel and ACTC will present all relevant information along with any relevant documents such as resolutions or findings needed to satisfy Government Code 66000 et seq.

8. **Annual/Periodic Adjustment of Fees** With each annual report, the OC will make a recommendation to increase or decrease the adopted fees based on the "Engineering News Record's Construction Cost Index". If any such change is recommended, it will be submitted to the Cities and County as outlined above.

9. **Determinations, Exemptions, Waivers, and Appeals**
   a. Determinations: City and County staff assigned to process building and applicable entitlement permit applications will use the adopted RTMF fee schedule shown in Exhibit A to determine the correct fee for each permit issued. There may be certain circumstances where there are questions or complications, such as when a particular type of development is not exactly reflected by the categories identified in the fee schedule or when an existing development is being changed to a higher-intensity use. In any such event, City/County staff will consult with ACTC staff, if needed, to determine an alternate assessment of the RTMF program's "cost-per-trip" in a way that can be applied by each jurisdiction uniformly over time. Any relevant information will be explained in the RTMF Reporting Form shown in Attachment 1

   b. Exemptions and Waivers: There may be certain circumstances where an application may be eligible for an exemption or waiver of the RTMF fee, such as when an existing building is destroyed by a natural event (i.e. earthquake, fire, flood, etc.). In any such event, City/County staff will consult with ACTC staff, if needed, to determine if the proposed assessment or waiver is eligible to be granted. If so, a reference for supporting documentation to that affect will be provided on the RTMF Reporting Form shown in Attachment 1.

   c. Appeals: There may be certain circumstances where there is an appeal regarding the RTMF fee, exemption, or waiver determined for a particular development. Such appeals may take different forms, such as a challenge to the fee category applied, alternate assessment chosen, or a request to reduce or adjust the total amount assessed. In any such event, City/County staff will refer the matter to the OC for a determination before the permit is approved. The OC will use the RTMF Appeals Process outlined in Attachment 2 in order to provide timely

resolution consistent with the adopted RTMF program and in a way that can be applied uniformly to similar cases over time. In preparing any such appeals for the OC's consideration, the proponent and City/County/ACTC staff will meet in order to develop and present any technical analysis or supporting documentation needed for the OC's review. In the event that an actual change to the adopted program would be required to resolve the appeal, the OC would submit its recommendation to the Cities and County as outlined above.

10. **Credits and Reimbursements** The RTMF program is intended to mitigate the cumulative impacts of regional growth, not the specific impacts of individual developments as determined through the California Environmental Quality Act (CEQA) traffic impact analysis process or as required to satisfy City/County building or road improvement standards. However, there may be cases where a specific new development may build more improvements or incur more cost than required by said impacts or standards. In such cases, the new development may be eligible to receive a credit for fees due or reimbursement of cost incurred. Fee credits or reimbursements may only be provided up to the actual costs paid by the developer and shall be accounted for as revenues and/or expenses of the program.

    In the event that City or County staff receives a request for the RTMF program to apply credits or provide reimbursements, the case will be referred to the OC for a determination before any related commitments are made or entitlements are granted. In preparing any such requests for the OC's consideration, the proponent and City/County/ACTC staff will meet in order to develop and present any technical analysis or supporting documentation needed. The OC will respond to such requests in a timely manner, consistent with the adopted RTMF program, and in a way that can be applied uniformly to similar cases. The OC will consider the costs directly associated with the development, standing RTMF priorities and obligations, and the program's fiscal integrity. For example, there may be cases where the credit or reimbursement requested cannot be provided due to the limited amount of funds available compared with funds committed. Similarly, there may be cases where repayment for a lower priority improvement is postponed in order to ensure the construction of a higher priority improvement. Lastly, the OC will ensure that the credits granted or reimbursements provided do not exceed the total amount of revenue needed by the program.

11. **Project Priorities** The OC will direct ACTC on the annual expenditure of RTMF revenues in accordance with the project priorities set forth in the adopted RTMF capital improvement program. In doing so, the OC understands that, regardless of priority, some projects may benefit from opportunities that could accelerate their construction, whereas others may face challenges that could result in their delay. Therefore, when making annual expenditure decisions, the OC will consider the opportunities and challenges encountered on individual projects as they are brought forward by the Cities and County. City/County/ACTC staff will provide presentations and summary reports as needed to outline any issues affecting timely project delivery. In the event that a City or the County would like to request an actual change to the adopted RTMF capital improvement program, then the OC would submit its recommendation to the Cities and County as outlined above.

12. **Project Delivery** The Cities' and County will manage the development and delivery of the RTMF funded projects within their jurisdictions, unless otherwise stated for a specific project, or in the event that RTMF funds are used to partner with Caltrans toward the construction of a State Highway Preservation and Protection Program (SHOPP) project. The Cities and County may request that the ACTC provide project development, delivery, or funding assistance, if desired; however, the ACTC is generally not available to manage right-of-way acquisition and/or actual construction.

13. **Costs** The Cities/County/ACTC will maintain all records needed to authenticate the validity of any RTMF expenditures. All costs paid with RTMF funds will represent those actually incurred, except the following: administrative, project management, and related support costs incurred by any party will not be paid with RTMF funds.

14. **Fiduciary Oversight** For the purpose of fiduciary oversight and annual reporting, City/County/ACTC staff will provide quarterly invoices and progress reports outlining the cost, scope, schedule, and status of any RTMF funded project that they manage. Progress reports will convey any opportunities or challenges encountered and any actions or assistance needed to ensure timely project delivery.

15. **Sale of Excess Lands** In the event that RTMF funds are used to acquire rights of way and there are excess lands remaining after completion of the improvement, the excess lands will be sold at a fair market rate and the revenues will be returned to the program for use on other projects.

16. **Periodic Updates** On a periodic basis the OC will review the RTMF fee schedule, capital improvement program, nexus plan, and these policies and procedures in order to determine if the program should be updated. Information contained in such reviews would typically include new data to reflect revised growth projections, traffic forecasts, revenue estimates, project costs, etc., as well as an accounting of any funding needed to complete the planned improvements. In the event that the program needs to be updated, the OC would submit its recommendations to the Cities and County as outlined above.

17. **Actions and Timelines** The following is a summary of specific timelines related to the public review and adoption process as required by California Government Code 66000 and 6062a:

    a. Prior to adopting or changing the program, the Cities and County must hold at least one public meeting/hearing. At least 10 days prior to this meeting, the relevant materials must be made available to the public.

    b. A Public Notice stating the time and place of the meeting/hearing, with a general explanation of the matter, must be published twice in a newspaper of general circulation. There must be at least five days intervening between the dates of the first and last publication (not counting the publication dates). The first date of publication must be at least 10 days prior to the public meeting/hearing.

    c. The new, updated, or changed program may be adopted by ordinance or resolution. If an ordinance, then the Cities and County may hold or waive a first reading of the ordinance and adopt the program at the second reading. If a resolution, then the Cities and County may adopt the program after the public review and meeting/hearing process noted above.

    d. Annual and five-year reports must be made public within 180 days after the end of the fiscal year and they should be reviewed and adopted at the next regularly scheduled public meeting after a public review and meeting/hearing process as noted above.

    e. Any future increases to the fees resulting from annual inflation or similar adjustments may be adopted by resolution after a public review and meeting/hearing process as noted above.

    f. Once the fees are adopted by the City Council and Board of Supervisors, as applicable, they shall become effective no sooner than 60 days later, unless an urgency measure is adopted.

Attachment 1

Regional Traffic Mitigation Fee Program

Reporting Form

Agency Name:	Contact Person:	Date:

APN	Date	Fee Paid ($)	Please enter number of dwelling units (DU) or square footage (SF) in the appropriate column									Notes
			Single Family (DU)	Multi Family (DU)	Central Buisness Distric (SF)	Shopping Center (SF)	Office (SF)	Light Industrial (SF)	Heavy Industrial (SF)	Institution (SF)	Other (explain)	

This RTMF Reporting Form is to be used by city and county staff assigned to process building permit applications. Please fill in the requested information at the time of building permit approval.

Refer to the adopted RTMF Fee Schedule to determine the correct fee amount for each building permit issued and contact ACTC if there are any questions. If a fee exemption, waiver, reduction, or adjustment is requested or proposed, refer to the RTMF Administrative Policies and Procedures and contact ACTC if there are any questions. If granted, please provide explanation and reference to supporting documentation.

The information collected will be used to help update the Regional Traffic Model and account for the RTMF revenue collected.

Keep an original for your agency's records and transmit a copy to the ACTC on a quarterly basis.

Attachment 2

Regional Traffic Mitigation Fee Program

Appeals Process

The appeals process outlined below is intended to provide clear guidance for potential appellants, City/County/ACTC staff, and the RTMF Oversight Committee (OC) in the event that there is an appeal regarding the RTMF fee, exemption, or waiver determined for a particular development. Such appeals may take different forms, such as a challenge to the fee category applied, alternate assessment chosen, or a request to reduce or adjust the total amount assessed.

The goals of this process are as follows:

- Provide the Cities and County with a uniform approach to resolving such appeals consistently with the adopted RTMF program and in a way that can be applied to similar cases uniformly by each jurisdiction.
- Give both the appellant and City/County/ACTC staff a clear understanding of the specific steps required to process any appeals and provide the technical analysis and/or supporting documentation needed for the OC to make a determination on the case.
- Give the appellant a clear understanding of the potential costs and timeframes associated with the resolution of his or her case.

The essential steps of this process are as follows:

1. An appellant may only initiate an appeal by presenting his or her case to the Oversight Committee in writing.
2. Within 20 business days after the Oversight Committee's receipt of the appellant's written appeal, City/County/ACTC staff (and traffic engineering consultant(s), if needed) will meet and confer with the appellant in order to review the case and outline a path toward timely resolution.
3. City/County/ACTC staff will decide on the technical analysis and/or supporting documentation required for the OC to make a determination on the case.
4. The appellant will reimburse the Cities/County/ACTC, on a time-and-materials basis, for the costs associated with the analysis, documentation, and technical review required. Cities/County/ACTC staff will determine, on a case-by-case basis, if the appellant will be required to provide a deposit to cover said costs in advance.
5. The analysis and/or documentation provided by the appellant should demonstrate that the appellant's development differs from, or is not adequately represented by, the adopted RTMF fee schedule, or that a requested exemption, waiver, reduction, adjustment, or alternate assessment, is supported by the information provided.
6. The information provided by the appellant should be based on actual traffic counts, or average trip-generation rates from at least three developments with similar characteristics in comparable jurisdictions that best reflect the proposed development and local conditions, as provided by a reputable source such as the Institute of Transportation Engineer's Trip

Generation Handbook, or a comparable publication. The information provided may reflect any combination of the following:

- Documenting project-specific traffic counts
- Applying, averaging, or extrapolating trip generation rates
- Developing area-specific trip generation rates
- Developing trip generation rates for unique land uses
- Investigating, documenting, or surveying any appropriate "pass-by", "internal capture" or similar trip rate reductions

The cost to provide this information will vary on a case-by-case basis and could range as follows:

Traffic Counts:	$1,500 - $3,000
Trip Generation / Comparison Study:	$5,000 - $10,000

Complicated cases may require more extensive and expensive analysis.

Within 20 days after meeting with City/County/ACTC staff, the appellant shall provide to the Oversight Committee a technical memorandum prepared by a licensed traffic engineer. The technical memorandum should include a complete project description outlining its location and traffic/operational characteristics and all data, analysis, supporting documentation, and citations needed to support or refute the appellant's case.

7. Within 20 business days after receiving the technical memorandum provided by the appellant, City/County/ACTC staff (and traffic engineering consultant(s), if needed), will review the information provided and/or any supplemental information required in order to provide a recommendation for the OC's consideration.

8. The appellant will be invited to attend the OC's hearing in order to make his or her case in person and will be provided with the City/County/ACTC staff recommendation in advance.

9. The OC will base its determination on the information provided and/or any supplemental information required and will be clearly explained to the appellant.

10. In the event that the resolution of an appeal would require an actual change to the adopted RTMF program, the OC will develop a recommendation and refer the matter to each of the legislative bodies of the Cities and the County for review and ratification. No change to the RTMF program for any jurisdiction will be effective unless and until it is adopted by the legislative body for such jurisdiction.

AMENDMENT #1

TO THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING AMONG THE CITIES OF SUTTER CREEK, JACKSON, IONE, AMADOR CITY, AND PLYMOUTH, THE COUNTY OF AMADOR, AND THE AMADOR COUNTY TRANSPORTATION COMMISSION, UPDATING THE REGIONAL TRAFFIC MITIGATION FEE PROGRAM

This Amended and Restated Memorandum of Understanding ("MOU") that was entered into on the 15th day of September 2016, by and among the cities of Sutter Creek, Jackson, Ione, Amador City, and Plymouth (individually, a "City" and, collectively, the "Cities"), the County of Amador (the "County"), and the Amador County Transportation Commission ("ACTC") (all of which are herein collectively referred to as “Members”) is hereby amended to strengthen the MOU into a binding contract.

WHEREAS, effective October 19, 2006, the Members entered into a Memorandum of Understanding (the "Prior MOU") concerning the Countywide Regional Traffic Mitigation Fee Program for the collection and expenditure of regional traffic impact fees to fund transportation improvements of regional significance deemed valuable to all of the Members (herein referred to as "RTMF Program” and “RTMF Fees”); and

WHEREAS, the Members desire to update and continue the RTMF Program pursuant to the terms and conditions of this MOU; and

WHEREAS, the updated RTMF Program is reflected by and comprised of the fee schedule, capital improvement program, nexus plan, and administrative policies and procedures contained in Exhibits A, B, C, and D, respectively, as well as separate implementing ordinances and resolutions adopted by each Member, which collectively set forth parameters for the collection, expenditure, administration, accounting, and reporting of the RTMF Fees collected and describe the roles and responsibilities of the Members.

IT IS HEREBY AGREED:

1. The Cities and the County agree to collect RTMF Fees from all building permits and applicable entitlements issued by their respective jurisdictions in accordance with this MOU and the RTMF Program as adopted by each of their legislative bodies.

2. The ACTC agrees to administer the RTMF Program on behalf of the Cities and the County in accordance with this MOU and as directed by an Oversight Committee appointed by the Cities and the County. The voting membership consists of one member each from the Cities, one member from the County, and one member from the ACTC who shall be a representative of the County.

3. The Members agree to work cooperatively with each other in accordance with this MOU, including but not limited to providing timely information when needed and taking timely action when required.

4. Members understand and agree that this MOU is a binding contract, not related to annual

budgetary and other legislative actions by their respective legislative bodies. This MOU is an expression of their intent to cooperate in funding all capital improvements identified on Exhibit B throughout the full term of this MOU. If a Member withdraws from the MOU, those projects for which the withdrawing Member would have been the lead agency shall be removed from Exhibit B and the withdrawing Member shall have no right to the RTMF fees already turned over to ACTC.

5. The Members agree that the Prior MOU is hereby rescinded and replaced with this MOU.

6. The Members agree that this MOU shall remain in effect until 2035, or until all capital improvement projects shown on Exhibit B are completed, whichever is earlier.

7. The Members' legislative bodies have by separate resolution authorized their duly appointed officers to execute this MOU.

IN WITNESS WHEREOF, the Members have executed this MOU effective as of the date first above written.

For the CITY OF SUTTER CREEK:

_____	_____
Mayor	City Attorney
Sutter Creek City Council	City of Sutter Creek
Date:_____	Date:_____

For the CITY OF JACKSON:

_____	_____
Mayor	City Attorney
Jackson City Council	City of Jackson
Date:_____	Date:_____

For the CITY OF IONE:

_____	_____
Mayor	City Attorney
Ione City Council	City of Ione
Date:_____	Date:_____

For the CITY OF PLYMOUTH:

_____	_____
Mayor	City Attorney
Plymouth City Council	City of Plymouth
Date:_____	Date:_____

For the CITY OF AMADOR CITY:

_____	_____
Mayor	City Attorney
Amador City Council	City of Amador City
Date:_____	Date:_____

For AMADOR COUNTY:

_____	_____
Chairman	Amador County Counsel
Amador County Board of Supervisors	Amador County Board of Supervisors
Date:_____	Date:_____

For the AMADOR COUNTY TRANSPORTATION COMMISSION:

_____	_____
Chairman	Commission Counsel
Amador County Transportation Commission	
Date:_____	Date:_____

AMENDMENT #1

TO THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING AMONG THE CITIES OF SUTTER CREEK, JACKSON, IONE, AMADOR CITY, AND PLYMOUTH, THE COUNTY OF AMADOR, AND THE AMADOR COUNTY TRANSPORTATION COMMISSION, UPDATING THE REGIONAL TRAFFIC MITIGATION FEE PROGRAM

This Amended and Restated Memorandum of Understanding ("MOU") that was entered into on the 15th day of September 2016, by and among the cities of Sutter Creek, Jackson, Ione, Amador City, and Plymouth (individually, a "City" and, collectively, the "Cities"), the County of Amador (the "County"), and the Amador County Transportation Commission ("ACTC") (all of which are herein collectively referred to as "Members") is hereby amended to strengthen the MOU into a binding contract.

WHEREAS, effective October 19, 2006, the Members entered into a Memorandum of Understanding (the "Prior MOU") concerning the Countywide Regional Traffic Mitigation Fee Program for the collection and expenditure of regional traffic impact fees to fund transportation improvements of regional significance deemed valuable to all of the Members (herein referred to as "RTMF Program" and "RTMF Fees"); and

WHEREAS, the Members desire to update and continue the RTMF Program pursuant to the terms and conditions of this MOU; and

WHEREAS, the updated RTMF Program is reflected by and comprised of the fee schedule, capital improvement program, nexus plan, and administrative policies and procedures contained in Exhibits A, B, C, and D, respectively, as well as separate implementing ordinances and resolutions adopted by each Member, which collectively set forth parameters for the collection, expenditure, administration, accounting, and reporting of the RTMF Fees collected and describe the roles and responsibilities of the Members.

IT IS HEREBY AGREED:

1. The Cities and the County agree to collect RTMF Fees from all building permits and applicable entitlements issued by their respective jurisdictions in accordance with this MOU and the RTMF Program as adopted by each of their legislative bodies.

2. The ACTC agrees to administer the RTMF Program on behalf of the Cities and the County in accordance with this MOU and as directed by an Oversight Committee appointed by the Cities and the County. The voting membership consists of one member each from the Cities, one member from the County, and one member from the ACTC who shall be a representative of the County.

3. The Members agree to work cooperatively with each other in accordance with this MOU, including but not limited to providing timely information when needed and taking timely action when required.

4. Members understand and agree that this MOU is ~~not~~ a binding contract, ~~since the decisions~~

~~herein involve~~ not related to annual budgetary and other legislative actions by their respective legislative bodies. This MOU is an expression of their intent to cooperate in funding all capital improvements identified on Exhibit B throughout the full term of this MOU. If a Member withdraws from the MOU, those projects for which the withdrawing Member would have been the lead agency shall be removed from Exhibit B and the withdrawing Member shall have no right to the RTMF fees already turned over to ACTC.

5. The Members agree that the Prior MOU is hereby rescinded and replaced with this MOU.

6. The Members agree that this MOU shall remain in effect until 2035, or until all capital improvement projects shown on Exhibit B are completed, whichever is earlier.

7. The Members' legislative bodies have by separate resolution authorized their duly appointed officers to execute this MOU.

IN WITNESS WHEREOF, the Members have executed this MOU effective as of the date first above written.

For the CITY OF SUTTER CREEK:

_____	_____
Mayor	City Attorney
Sutter Creek City Council	City of Sutter Creek
Date:_____	Date:_____

For the CITY OF JACKSON:

_____	_____
Mayor	City Attorney
Jackson City Council	City of Jackson
Date:_____	Date:_____

For the CITY OF IONE:

_____	_____
Mayor	City Attorney
Ione City Council	City of Ione
Date:_____	Date:_____

For the CITY OF PLYMOUTH:

_____	_____
Mayor	City Attorney
Plymouth City Council	City of Plymouth
Date:_____	Date:_____

For the CITY OF AMADOR CITY:

_____	_____
Mayor	City Attorney
Amador City Council	City of Amador City
Date:_____	Date:_____

For AMADOR COUNTY:

_____	_____
Chairman	Amador County Counsel
Amador County Board of Supervisors	Amador County Board of Supervisors
Date:_____	Date:_____

For the AMADOR COUNTY TRANSPORTATION COMMISSION:

_____	_____
Chairman	Commission Counsel
Amador County Transportation Commission	
Date:_____	Date:_____

Board of Supervisors Agenda Item Report

Submitting Department: Administration
Meeting Date: March 12, 2019

SUBJECT
Discussion and possible action relative to the hiring of an Economic Development Director for Amador County.

Recommendation:
Direction to staff regarding a pay range and approval of the job description is required in order to proceed if the Board so desires. Job Descriptions from similar positions in Yolo and Calaveras Counties are attached, along with a draft job description for Amador County.

4/5 vote required:
No

Distribution Instructions:
HR, Auditor, Clerk

ATTACHMENTS

- Placer Econ Dev Dir.pdf
- Yolo Econ Dev Dir.pdf
- AMADOR ECONOMIC DEVELOPMENT DIRECTOR.docx

Placer County

Director Of Economic Development (#19924)

$53.45-$64.97 Hourly / $9,264.67-$11,261.47 Monthly / $111,176.00-$135,137.60 Yearly

Notify Me when a Job Opens for the above position(s)

DEFINITION

(Unclassified)

To plan, organize, direct and review the activities and operations of the Economic Development Division including management and implementation of long-term economic development strategy; to coordinate assigned activities with other departments and outside agencies; and to provide highly responsible and complex administrative support to the Chief Assistant County Executive Officer.

SUPERVISION RECEIVED AND EXERCISED

Receives policy direction from the Chief Assistant County Executive Officer.

Exercises direct supervision over assigned professional

EXAMPLES OF ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

- Develop, plan and implement division goals and objectives; recommend and administer policies and procedures.
- Coordinate division activities with those of other departments and outside agencies and organizations; provide staff assistance to the Chief Assistant County Executive Officer and Board of Supervisors; prepare and present staff reports and other necessary correspondence.
- Provide staff assistance to the County Economic Development Board.
  Provide technical assistance on a broad range of economic development matters to developers, businesses, prospective industries and the general public regarding economic development.
- Direct, oversee and participate in the development of the division's work plan; assign work activities, projects and programs; monitor work flow; review and evaluate work products, methods and procedures.
- Supervise and participate in the development and administration of the Economic Development budget; direct the forecast of additional funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; implement mid-year adjustments.
- Select, train, motivate and evaluate personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures; maintain discipline and high standards necessary for the efficient and professional operation of the division.

- Represent the division to outside groups and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.
- Research and prepare technical and administrative reports and studies; prepare written correspondence as necessary.
- Build and maintain positive working relationships with co-workers, other County employees and the public using principles of good customer service.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Experience and Training
Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience: Seven years of increasingly responsible experience in economic development, including four years of administrative and management responsibility.

Training: Equivalent to a Bachelor's degree from an accredited college or university with major course work in business or public administration or economics. Master's degree preferred.

License or Certificate:
May need to possess a valid California driver's license as required by the position. Proof of adequate vehicle insurance and medical clearance may also be required.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge:

- Principles and practices of economic division development.
- Principles of redevelopment.
- Principles and practices of leadership, motivation, team building and conflict resolution.
- Pertinent local, State, and Federal laws, rules, and regulations.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Principles and practices of organization, administration and personnel management.
- Principles and practices of budget preparation and administration.
- Principles of supervision, training and performance evaluation.

Ability to:

- Plan, direct and control the administration and operations of the Economic Development Division.
- On a continuous basis, analyze budget and technical reports; interpret and evaluate staff reports; know laws, regulations and codes; observe performance and evaluate staff; problem solve division related issues; remember various rules; and explain and interpret policy.
- On a continuous basis, sit at desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone and communicate through written means.
- Foster effective working partnerships among individuals and interests with varying goals.
- Develop and implement division policies and procedures.
- Gain cooperation through discussion and persuasion.
- Successfully develop, control and administer the division budget and expenditures.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply County policies, procedures, rules and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Supervise, train and evaluate assigned personnel.
- Work with various cultural and ethnic groups in a tactful and effective manner.
- Establish and maintain effective working relationships with those contacted in the course of work.

Manager of Economic Resource Development

Class Code: 000530

COUNTY OF YOLO
Established Date: May 1, 2001
Revision Date: Aug 8, 2013

SALARY RANGE

$55.05 - $66.91 Hourly
$9,541.65 - $11,598.25 Monthly
$114,499.84 - $139,179.04 Annually

DESCRIPTION:

Definition
Under general administrative direction, designs, implements, monitors and evaluates programs that encourage economic development in the County; develops and implements policies and programs aimed at business expansion, retention, and recruitment; facilitates all County business attraction and retention efforts; communicates the elements of the County's economic development and redevelopment strategy to diverse groups; assists in helping build consensus as a facilitator of this strategy; and performs other related duties as required.

Distinguishing Characteristics
This is a single-position, at-will classification that resides within the County Administrator's Office.

ESSENTIAL FUNCTIONS:

The following duties are typical of those performed by the incumbent in this classification; however, other duties may also be required.

- Assesses the economic development needs of the County and develops programs for implementation; coordinates economic development activities, including outreach, referrals, tracking and reporting, focusing business' attention and marketing to areas of economic development, redevelopment, and capital improvement; initiates targeted recruitment efforts for development areas; assists in attracting industry to Yolo County; and act as a liaison to other city and county departments, regional agencies, state/federal agencies, and local organizations on matters relating to economic development and capital improvement issues.
- Evaluates proposals containing incentives to help broaden the County tax base, generate or attract new capital, increase business activity, produce employment and diversify the County's economic base; and recruits entities and/or representatives to be included in technical team meetings to review specific proposed projects.
- Writes, plans, organizes, and coordinates the dissemination of information to the general public, communications media, public and private sector officials, industry, and businesses.
- Participates in activities associated with the release of information to the communications media by providing information and presenting the County's position in order to obtain support and promote community relations.
- Develops guidelines, regulations, and operations manuals and ensures the dissemination of readily understandable pamphlets, brochures, articles, fact sheets, bulletins, photographs, video/film materials, graphics, websites, and other informational materials related to assigned programs, activities, regulations, and administrative proceedings to non-technical users.
- Composes material to be presented before legislative bodies for the purpose of obtaining assistance for County programs or legislation considered necessary by the Board of Supervisors and/or the County Administrator.
- Serves as a resource to County management, advising officials on media relations, procedures and processes; arranges media events such as press conferences, tours, and County dedications or celebrations; prepares speeches, scripts, and other informational material for economic development and related purposes.
- Plans, arranges, and coordinates workshops, information sessions, special conferences, and public hearings regarding programs, services, rules, regulations, administrative procedures, and other County related issues.

- Develops and implements policies and procedures that enhance the County's community, legislative, communications media, public outreach, industry, and business programs.
- Prepares correspondence in reply to inquiries, general complaints, and suggestions relative to the County's development programs, activities, and administrative procedures; prepares program specific reports, newsletters, studies, and other informational documents, and oversees the maintenance of records and press clippings.
- Upholds the Values of Yolo County; and builds and maintains positive working relationships with those contact in the course of work including co-workers and the public.

EMPLOYMENT STANDARDS:

Education: Equivalent to Bachelor's degree from an accredited four year college or university with a degree in business administration, finance, organizational development, public administration, economics, planning, or related field with emphasis on administration, management, and economic development.
Experience: Requires minimum of four years of professional experience in government and/or private industry involving planning, economic development or other aspects of economic development, public relations and/or communications media experience including the writing, editing, producing and/or placing of news and feature articles for the various communications media.

License
Positions in this classification require incumbents to possess and maintain a valid California driver's license, Class C or higher, to carry out job related duties. Individuals who do not meet this requirement due to a physical or mental disability may request a reasonable accommodation.

KNOWLEDGE & ABILITY:

Knowledge of: principles, practices, and techniques related to economic development and redevelopment, business financing, employment development and related programs; programs and methods of improving the economic development climate within the County; federal, state, and local ordinances, policies, and procedures related to economic development; graphic display techniques and the styles and techniques used in developing and producing audiovisual, radio, television, cable TV, and website presentations; principles and techniques of mass and targeted communication practices, public speaking, and journalism; general office software programs as well as publishing software programs.

Ability to: develop and implement economic development programs related to such areas as business development, real estate development, and employment development; develop, implement, and coordinate an effective and responsive local government public relations and media liaison program; organize work, set priorities, and exercise sound judgment; develop goals and objectives; interpret and apply complex rules, regulations, laws, and ordinances; analyze economic, financial, and marketing studies; evaluate program effectiveness and make appropriate recommendations; communicate effectively and persuasively, both orally and in writing; speak in public and before a wide diversity of groups; respond to the press and the public during emergency situations; assess political environments and develop appropriate communication strategies; work with a high degree of independence and professionalism; establish and maintain effective working relationships with those contacted in the course of work; plan, collect, organize, synthesize, and evaluate data and information from a variety of sources; and prepare a variety of written analyses, evaluation summaries, recommendations, speeches, scripts, correspondence, and reports.

ENVIRONMENTAL & FUNCTIONAL FACTORS:

Incumbents will perform work inside of buildings; work in confined spaces; work alone or closely with others; perform work while standing or sitting; must be able to move about; must be able to communicate verbally with co-workers and clients; see things up close; and hear well.

MEDICAL CLASS:

Medical Class I This class includes administrative or clerical positions requiring light physical effort that may include frequent lifting of up to ten pounds and occasional lifting of up to twenty-five pounds. Some bending, stooping, and/or squatting may be required. Considerable moving about may be involved.

ECONOMIC DEVELOPMENT DIRECTOR

DEFINITION

Serving at the will of the Board of Supervisors and under the general direction of the County Administrative Officer, manages the County's economic development functions and directs the programs to achieve the departmental missions; develops, implements and maintains the Economic Development Strategic Plan; develops and implements policies aimed at business retention and recruitment programs; markets, promotes and facilitates business attraction and retention efforts, including preparation of press releases; communicates the program's strategy to diverse groups; seeks, applies for, and administers grants to enhance, promote and support the plan, as well as any other goals as stated by the Board of Supervisors; assures compliance of all activities with County goals and objectives, state and federal laws, and County policies and procedures.

DISTINGUISHING CHARACTERISTICS

This single incumbent classification has the responsibility for the creation and effective implementation of the County's Economic Development program. The incumbent in this classification will perform a wide variety of independent and inter-related functions to improve and secure the economic health of the County. Incumbent is expected to have strong interpersonal skills, strong experience in economic and community development, and the ability to build regional partnerships. This is a management level position and reports directly to the County Administrative Officer or designee.

EXAMPLES OF DUTIES:

 Plans, directs, supervises and coordinates the activities of the Economic and Community Development functions of the County, which include economic development and administration of County community development and housing programs;

 Develops and implements the County's economic development strategy, including business retention, expansion and attraction efforts;

 Develops professional relationships with economic and workforce development providers, partners, regulatory agencies and governments within the County's region;

 Facilitates the preparation, implementation, and administration of grant applications for economic and community development projects and programs, as well as for housing programs and SB 2 funding programs;

 Advises and participates in various workshops, public hearings, advisory committees, and public meetings;

 Analyzes and evaluates issues, develops recommendations, and directs the implementation of solutions;

 Evaluates proposals containing incentives to help broaden the County tax bases, generate or attract new capital, increase business activity, produce employment , and diversify the County's economic base;

 Monitors operations and procedures; develops and approves recommendations for improving the operations and processes; assures that strategic goals are reached;

 Develops, evaluates and implements function-specific goals, objectives, policies and procedures; assures activities are in compliance with all laws, policies, regulations and goals;

 Directs research and strategic planning functions; analyzes financial and demographic trends; evaluates program requirements and resource utilization; coordinates integration of services with other departments and agencies;

 Provides technical assistance on a broad range of economic development matters to developers, businesses, prospective industries and the general public;

 Monitors budget and expenditures for programs and services; assures that appropriate services are provided; coordinates information and assures effective communications between departments;

 Serves as information source and liaison between the County and various county and regional organizations and agencies, including private businesses; serves on committees, task forces and other groups;

 Performs other related duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge of:
Principles, practices and methods related to economic development and related programs; programs and methods for improving the economic development climate; current economic trends in national, state, regional and local economies; statistical and analytical techniques applicable to economic analysis; techniques employed in public presentations, group dynamics; negotiation techniques and consensus building techniques; applicable statutes, rules, ordinances, codes and regulations; County policies and procedures; principles, practices, and trends in public administration, leadership, management and strategic planning; principles and practices of governmental budgeting, contract management, grant programs and fiscal planning; Community Development Block Grant (CDBG) and related programs.

Skill and Ability to:
Communicate effectively with local government and regional officials, business and community leaders; interpret statistical, economic and highly technical data related to economic development matters; direct the work of consultants, subcommittees, special interest groups and regional programs; prepare and administer an annual budget for economic development programs and operate within designated parameters; delegate tasks and authority as needed; analyze and interpret contracts and compliance protocols; read, understand, interpret and apply relevant County, State and Federal statutes, rules, ordinances, codes and regulations; exercise sound independent judgment within policy guidelines; assess and prioritize multiple tasks, projects and demands; assess, analyze, identify and recommend solutions to problems; establish and maintain

effective working relations with co-workers, other County employees, elected officials, and outside agencies and businesses; communicate clearly and concisely, both orally and in writing.

Training and Experience:

Bachelor's degree in Business Administration, Public Administration, Economics, Planning or a closely related field from an accredited college or university. A Master's degree is preferred.
Four (4) years' experience in economic and community development, including two (2) years of supervisory experience.

Special Requirements:

Possession of a valid California driver's license.

PHYSICAL DEMANDS AND WORKING CONDITIONS:

Mobility to work in a standard office environment; use standard office equipment and attend off-site meetings; physical ability to sit or otherwise remain stationary at work post for long periods of time; manual dexterity to use standard office equipment and supplies and to manipulate both single sheets of paper and large document holders (binders, manuals, etc.); vision to read handwritten and printed materials and a computer screen; hearing and speech to communicate in person and by telephone.

OTHER REQUIREMENTS:

This class description lists the major duties and requirements of the job and is not all-inclusive. Not all duties are necessarily performed by each incumbent. Incumbents may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors
Meeting Date: March 12, 2019

SUBJECT
Minutes: Discussion and possible action relative to approval of the February 26, 2019 Board of Supervisors Meeting Minutes.

Recommendation:
Approval

4/5 vote required:
No

Distribution Instructions:
Board Clerk

ATTACHMENTS

-

Board of Supervisors Agenda Item Report

Submitting Department: Assessor
Meeting Date: March 12, 2019

SUBJECT
Assessor: Secured Roll Corrections with values being decreased 50% of the original valuation.

Recommendation:
Approve

4/5 vote required:
Yes

Distribution Instructions:
Assessor, Auditor

ATTACHMENTS
- 008-250-054-000.pdf

County of AMADOR
ASSESSOR ROLL CORRECTION

Asmt	Tax Year	R/C #	Roll Type	Fee Parcel	Originating Asmt	From TRA	New TRA
008-250-054-000	2018	A0720	S	008-250-054-000	008-250-054-000	052-082	052-082

R&T 1: 75.54 | R&T 2: | N Taxroll Asmt Only | Y Value History | Taxability Code: 800

	Roll Value	New Value	Sup From Net	Sup To Net
Land	115,154	50,000		
Structure	20,321	15,000		
Growing				
PP MH				
Fixtures R/P				
Fixtures				
Personal Property				
HOX				
Other Exemptions				
CODE	Net Change	-70,475	Supl Change	

Owner TURNER ETHAN A
Mailing Address PO BOX 134
AMADOR CITY CA 95601-0134

Situs

Bill Comments
CHANGE IN OWNERSHIP AS OF 8/25/17
PERIOD COVERED 7/1/18 TO 6/30/19

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

Supl Info

Event From/Thru Dates

Ownership From/Thru Dates

506/5151 From/Thru Dates

From 1 | From 2 | Thru

TaxBill Days
R/C Date: Feb 8, 2019
Created By: TM

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

Appraiser _____ Initials Date

Supv Appr _____ Initials Date

Asmt Clerk _____ Initials Date

Chief Appr _____ Initials Date

Off Mgr _____ Initials Date

Assessor _____ Signature Date

Auditor _____ Signature Date

County Counsel _____ Signature Date

Board of Supervisors Agenda Item Report

Submitting Department: Sheriff
Meeting Date: March 12, 2019

SUBJECT
Sheriff's Office of Emergency Services: FY-18 Homeland Security Grant - This is a continuation of the Homeland Security Grant Program administered through the Department of Homeland Security (DHS) and sub-granted through the California Governor's Office of Emergency Services (Cal OES). Amador County was awarded $ 112,791 on October 1, 2018 for the Homeland Security Grant Program and Notification of Application Approval was received on February 19, 2019. This grant is 100% Federally funded and is paid back by Cal OES on a reimbursement basis.

Recommendation:
Approve Budget Increase

Fiscal Impact: Increase in Revenue/Budget

4/5 vote required:
Yes

Distribution Instructions:
Undersheriff, OES, Auditor-Controller

ATTACHMENTS
- Budget Transfer Request, FY-18 Homeland Security Grant, js, 03.05.19.pdf
- Notification of Subrecipient Award Approval, Amador, js, 10.30.18.pdf

BUDGET TRANSFER REQUEST

DATE: 03/05/19

REQUESTED BY: Gary Redman DEPARTMENT: Sheriff/OES

APPROVED BY ADMINISTRATIVE OFFICER: _____ DATE: _____

APPROVED BY ADMINISTRATIVE COMMITTEE: _____ DATE: _____

APPROVED BY BOARD OF SUPERVISORS: _____ DATE: _____

APPROVED BY AUDITOR/CONTROLLER: _____ DATE: _____

JOURNAL ENTRY NO. _____

BUDGET APPROPRIATIONS				REVENUE APPROPRIATIONS			
DEPARTMENT #	**ACCOUNT #**	**INCREASE $**	**DECREASE $**	**DEPT/FUND #**	**REVENUE #**	**INCREASE $**	**DECREASE $**
2750		112,791		2750	45230	112,791	

REASON FOR THE REQUEST:

For the FY-17 Homeland Security Grant Program. This grant is 100% Federally funded and will be paid back on a reimbursement basis.

PLEASE NOTE:

TRANSFERS BETWEEN OBJECTS – SALARIES & BENEFITS TO SERVICES & SUPPLIES - BOARD OF SUPERVISORS APPROVAL

TRANSFERS WITHIN OBJECTS – OFFICE EXPENSE TO TRAVEL – COUNTY ADMINISTRATOR APPROVAL

FIXED ASSETS – BOARD OF SUPERVISORS APPROVAL

TOTAL DOLLARS BUDGET INCREASE – BOARD OF SUPERVISORS APPROVAL

Print Form Save Reset Form

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

October 1, 2018

Gary Redman
Undersheriff
Amador County
700 Court Street
Jackson, CA 95642-2130

SUBJECT: **NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL**
Fiscal Year (FY) 2018 Homeland Security Grant Program (HSGP)
Grant Subaward #2018-0054, Cal OES ID# 005-00000
Grant Subaward Performance Period: September 1, 2018, to May 31, 2021

Dear Undersheriff Redman:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2018 HSGP award in the amount of $112,791. Once your completed application is received and approved, you may request reimbursement of eligible Grant Subaward expenditures using the Cal OES Financial Management Forms Workbook available at https://www.caloes.ca.gov/.

During the review process, a Cal OES Program Representative will examine and evaluate your FY 2018 HSGP Grant Subaward application. Throughout the Grant Subaward cycle, Cal OES will use performance milestones set in the Department of Homeland Security/Federal Emergency Management Agency Grants Reporting Tool (GRT) as indicators of performance and grant management capacity and this information may be used in assessing future competitive Grant Subaward applications. All activities funded with this Grant Subaward must be completed within the Subrecipient performance period.

You are required to comply with all applicable federal, state, and local Environmental Planning and Historic Preservation (EHP) requirements. Additionally, Aviation/ Watercraft requests, Establish/Enhance Emergency Operations Center projects, projects requiring EHP review, and noncompetitive procurement requests require additional approvals from Cal OES. Subrecipients must obtain written approval for these activities **prior** to incurring any costs, in order to be reimbursed for any related costs under this Grant Subaward. Subrecipients are also required to obtain a performance bond prior to the purchase of any equipment item over $250,000, including any aviation

or watercraft financed with homeland security dollars. Performance bonds must be submitted to your Program Representative no later than the time of reimbursement.

Following acceptance of this Grant Subaward, you must enter your Grant Subaward information into the GRT for the Biannual Strategy Implementation Report (BSIR) period. The GRT can be accessed online at https://www.reporting.odp.dhs.gov/. Your agency must prepare and submit the BSIR to Cal OES via the GRT semi-annually for the duration of the Grant Subaward performance period or until you complete all activities and the Grant Subaward is formally closed. Failure to submit required reports could result in Grant Subaward reduction, suspension, or termination.

This Grant Subaward is subject to all provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 days of receipt and keep a copy for your files. For further assistance, please feel free to contact your Cal OES Program Representative.

Sincerely,

MARK S. GHILARDUCCI
Director

Undersheriff Gary Redman
Amador County

10-29-18
Date

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors
Meeting Date: March 12, 2019

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

Recommendation:
Adopt Resolution

4/5 vote required:
No

Distribution Instructions:
File

ATTACHMENTS
- LocalEmergency Tree Mortality resol.doc

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

IN THE MATTER OF:

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

RESOLUTION NO. 19-xxx

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The foregoing resolution was duly passed and adopted by the Board of Supervisors in the County of Amador at a regular meeting thereof, held on the 12th day of March 2019, by the following vote:

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

NOES: None

ABSENT: None

_____
Brian Oneto, 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: March 12, 2019

SUBJECT
Board of Supervisors: Resolution Proclaiming March 2019 as Red Cross Month in Amador County.

Recommendation:
Adopt resolution

4/5 vote required:
No

Distribution Instructions:
File

ATTACHMENTS
- Resolution Red Cross Month.docx

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

IN THE MATTER OF:

RESOLUTION PROCLAIMING THE MONTH OF MARCH 2019 AS AMERICAN RED CROSS MONTH IN AMADOR COUNTY

RESOLUTION NO. 19-xxx

WHEREAS, the American Red Cross has touched many lives in Amador County, as well as across the country and around the world; and

WHEREAS, during American Red Cross Month, we thank those who contribute to the mission of the Red Cross, whether through time, money or blood, and we invite others to support the Red Cross in helping people in need down the street, across the country and around the world; and

WHEREAS, the American Red Cross is synonymous with helping people, and has been doing so for more than 130 years. Throughout the past year, the American Red Cross launched hundreds of disaster relief operations in the United States to help people affected by fires, floods, hurricanes and tornadoes. The Gold Country Region, which includes Amador County and the Mother Lode area, responded to disasters here in California as well as Texas, Georgia, and Puerto Rico to name a few. The 24 Counties that make up the Gold Country Region of the American Red Cross provides hundreds of residents with information and assistance as well as our continuing effort to install free smoke alarms in every residence; and

WHEREAS, in Amador County, the Red Cross worked tirelessly in 2018 through its single employee and 18 volunteers to support our residents when disaster strikes with emergency assistance. In 2018 Amador Volunteers of the American Red Cross gave food, clothing and shelter to 24 Adults & 7 Children throughout Amador County because their family homes were devastated by fires, storms, etc. This made it possible for the families to have a safe place to stay and the basic necessities of life as they began the slow recovery process. The Red Cross also provides 24-hour support to all members of the military, veterans and their families, and provides training in CPR, aquatics safety, sheltering and first aid; and

WHEREAS, for nearly 100 years, United States Presidents have called on the American people to support the Red Cross and its humanitarian mission. Our communities depend on the American Red Cross and because it is not a government agency, the Red Cross depends solely on support from the public to continue its humanitarian work. This is especially important in these challenging economic times – which impact the Red Cross and many people in our communities and across the nation.

NOW THEREFORE BE IT RESOLVED, the Amador County Board of Supervisors proclaim March 2019 as American Red Cross Month in Amador County. We encourage all Americans to support this organization and its noble humanitarian mission.

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 12th day of March 2019, by the following vote:

AYES: Brian Oneto, Patrick Crew, Richard M. Forster, Jeff Brown, Frank U. Axe
NOES: None
ABSENT: None

_____
Brian Oneto, 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: District Attorney
Meeting Date: March 12, 2019

SUBJECT
District Attorney: Resolution Recognizing and Honoring Thomas G. Sage, II upon his retirement from Amador County District Attorney's Office.

Recommendation:
Approve the Resolution

4/5 vote required:
No

Distribution Instructions:
Please frame Resolution. Please call Julie Tonn, Ext 453, when done. DA's Office will present to Tom Sage.

ATTACHMENTS
- Resolution Sage Retirement 2019.docx

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

IN THE MATTER OF:

RESOLUTION RECOGNIZING AND HONORING THOMAS G. SAGE, II UPON HIS RETIREMENT FROM AMADOR COUNTY DISTRICT ATTORNEY'S OFFICE	)))))	RESOLUTION NO. 19-

WHEREAS, Thomas G. Sage, II was born on April 1, 1968 to Thomas and Pearl Sage in Glendale, California and moved to Amador County at age 9; and

WHEREAS, even as a boy of 10, Tom said that he wanted to be a peace officer; and

WHEREAS, Tom graduated from Amador High School in 1987; and

WHEREAS, in June of 1990 Tom was hired as a Deputy Sheriff with the Amador County Sheriff's Office, and during his tenure was assigned as a member of the SWAT team for four years, Search and Rescue team, Crime Specifics Unit, Marijuana Suppression Unit, DIVE team, and the Narcotics K-9 Unit for 2 years; and

WHEREAS, Tom married his wife Lory on July 26, 1997 and have a beautiful daughter, Christina, and grandson, Daxton; and

WHEREAS, Tom was sworn in as a District Attorney Investigator on November 10, 1997, and during his tenure has been assigned to the Child Support Division, Welfare Fraud Division, General Investigations Unit, Workers' Compensation Fraud Unit; and

WHEREAS, Tom received his Advanced POST certificate in 1999, has attended the POST Supervisors school, and graduated from the 2009 FBI National Academy; and

WHEREAS, Tom was selected as the 2008 Amador County Peace Officer of the Year; and

WHEREAS, Tom was elected Secretary of the California District Attorney Investigators' Association in 2007, and served in that capacity until 2015, and was re-elected Secretary in 2017 through the present; and

WHEREAS, Tom was sworn in as Supervising District Attorney Investigator on July 15, 2010; and

WHEREAS, Tom was sworn in as Chief Investigator on January 3, 2013; and

WHEREAS, during his tenure, Tom has assembled one of the most experienced, dedicated and talented investigative bureaus in California; and

WHEREAS, in Tom's 29 years as a peace officer, he has served the citizens and allied law enforcement agencies within Amador County and the State of California with dignity, respect, honor, and unmatched professionalism; and

WHEREAS, Tom has been instrumental in the success of the District Attorney's Office through his hard work, dependability, strong work ethic, and reliability; and

THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby recognize and congratulate Thomas Sage upon his retirement from Amador County.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the ____ day of ____ 2019, by the following vote:

AYES:

NOES:

ABSENT:

_____
Chairman, Board of Supervisors

ATTEST:

XXXXXX, Clerk of the
Board of Supervisors, Amador County,
California

_____
Deputy

Board of Supervisors Agenda Item Report

Submitting Department: Sheriff
Meeting Date: March 12, 2019

SUBJECT
Sheriff's Office: California Department of Boating and Waterways fiscal year 19/20 agreement with Amador County Sheriff's Office to provide boating safety and enforcement within the County of Amador. This is an annual agreement wherein the state provides funding for the marine safety program managed by the Amador County Sheriff's Office on navigable waterways within Amador County. The funding amount for fiscal year 19/20 has been set by the state at $104,136.00.

Recommendation:
Approve agreement. Authorize Chairman's signature

4/5 vote required:
No

Distribution Instructions:
Sheriff's Office

ATTACHMENTS
- B&W.pdf

Boating Safety and Enforcement Financial Aid Program Agreement

This agreement entered into this ***1ST day of July, 2019***, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called "Department," and the ***COUNTY OF AMADOR,*** hereinafter called "Agency";

WITNESSETH

WHEREAS, Contingent on approval of the **Fiscal Year 2019-2020** budget, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

WHEREAS, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

WHEREAS, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

NOW, THEREFORE, it is mutually agreed as follows:

I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

III. Payments

A. Maximum Amount. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed ***$104,136.00*** for the agreement term in full consideration of Agency's performance of the services described in this agreement.

B. Rate of Payment. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a ___monthly **OR** ___quarterly basis. **(Please check one)**

D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO DEPARTMENT	***TO AGENCY***
Ms. Joanna Andrade	*Amador County Sheriff's Department*
Department of Parks and Recreation	*700 Court Street*
Division of Boating and Waterways	*Jackson, CA 95642*
One Capitol Mall, Suite 500	
Sacramento, CA 95814	

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

VI. Term

This agreement shall be for the term beginning **July 1, 2019**, and ending **June 30, 2020**.

VII. Prior Agreements

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

VIII. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

IX. Termination

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

X. Special Provisions

A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.

B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.

C. Agency shall continue with the responsibilities of this agreement during any dispute.

D. In the event of an allocation reduction for this program, an equal allotment will be decrease from every participant.

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

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS

By:_____

California Department of Parks and Recreation, Division of Boating and Waterways

Date: _____

"Department"

COUNTY OF AMADOR

By:_____

Title: _____

Date: _____

"Agency"

Board of Supervisors Agenda Item Report

Submitting Department: Amador Fire Protection District
Meeting Date: March 12, 2019

SUBJECT
Amador Fire Protection Authority: Measure M Distribution Formula FY 18-19 as approved at the January 17, 2019 AFPA Board meeting.

Recommendation:
Approve

4/5 vote required:
No

Distribution Instructions:
Auditor

ATTACHMENTS
- Measure M Distribution Formula FY 2018-19.pdf

MEASURE M REVENUE DISTRIBUTION FOR FY 2018-2019

Population Figures from State Department of Finance

Table 2: E-5 City/County Population and Housing Estimates, 1/1/2018

COUNTY/CITY	POPULATION TOTAL	POPULATION HOUSE - HOLD	POPULATION GROUP QUARTERS	
Amador County				
Amador City	186	186	0	
Ione	8,058	4,022	4,036	*Source: Mule Creek SP
Jackson	4,679	4,461	218	
Plymouth	1,002	993	9	
Sutter Creek	2,479	2,478	1	
Balance Of County	21,690	21,554	136	
Incorporated	16,404	12,140	4,264	
County Total	38,094	**33,694**	4,400	

Measure M Formula Application

	Population	% of total	**FY 2017-18 Calls**	% of total	**Combined Percentage**
AFPD (incl. Plymouth)	*18,236*	54.123%	*2,161*	39.050%	**46.586%**
Jackson	**4,461**	13.240%	1,346	24.322%	**18.781%**
Ione	**4,022**	11.937%	662	11.962%	**11.950%**
Sutter Creek (+Amador City)	**2,664**	7.906%	768	13.878%	**10.892%**
Lockwood	*1509*	4.478%	*170*	3.072%	**3.775%**
Jackson Valley	*2802*	8.316%	*427*	7.716%	**8.016%**
TOTAL	**33,694**	**100.000%**	**5,534**	**100.000%**	**100.000%**

AFPD/Lockwood/Jackson Valley populations represent AFPD 80%, Lockwood 7%, Jackson Valley 13%

Household Unincorporated + Plymouth 22,547

	2017/18	Change
AFPD	**46.638%**	-0.052%
Jackson	**18.399%**	0.382%
Ione	**12.500%**	-0.551%
Sutter Creek (+Amador City)	**10.713%**	0.179%
Lockwood	**3.799%**	-0.024%
Jackson Valley	**7.951%**	0.065%

Board of Supervisors Agenda Item Report

Submitting Department: Human Resources
Meeting Date: March 12, 2019

SUBJECT
Human Resources: Revised Employment, Harassment, Discrimination, and Retaliation Policy (2-100) incorporating revisions in State Law of the covered definitions. Conformation to those is an ongoing requirement.

Recommendation:
Approve the revised Employment, Harassment, Discrimination, and Retaliation Policy

4/5 vote required:
No

Distribution Instructions:
Human Resources

ATTACHMENTS
- Memo 3.12.19.pdf
- Employment Harassment, Discrimination, and Retaliation Policy Rev 3.6.19.docx
- Employment Harassment, Discrimination, and Retaliation Policy Rev 3.6.19 (Strikethrough & Underline).docx

AMADOR COUNTY
HUMAN RESOURCES DEPARTMENT
• Benefits *(209) 223-6361* ***• Personnel*** *(209) 223-6456* ***• Risk Management*** *(209) 223-6393*

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

To: Board of Supervisors

March 5, 2019

From: Judy Dias, Human Resources Director

Subject: Agenda item for March 12, 2019 agenda:

This memo and the attached document requests the Board to approve the revised Employment, Harassment, Discrimination, and Retaliation Policy (2-100).

The revisions to this County Policy incorporate revisions in State Law of the covered definitions. Conformation to those current definitions is an ongoing requirement. This revision will be transmitted to all County employees and represented organizations.

The consequences of not approving this revision and adjustment will be that the County's policy is not in compliance with State Law.

PURPOSE

The purpose of this policy is to establish the County of Amador's commitment to provide equal employment opportunities and a discrimination-free workplace, and to establish the procedures for reporting, investigating, and resolving complaints of discrimination, harassment, and/or retaliation.

APPLICABILITY

This policy is applicable to all employees, without exception. This policy applies to all phases of the employment relationship; including recruitment, application, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, selection for training, and working together.

EMPLOYEE RESPONSIBILITIES

It is the responsibility of each and every employee including but not limited to staff and support staff members, volunteers, supervisors, managers, department heads, and elected officials, to refrain from conduct constituting unlawful discrimination, harassment, and/or retaliation, to prevent such conduct from occurring in the workplace, to report known violations of this policy, and to cooperate fully and truthfully with the investigation of complaints of discrimination, harassment, and/or retaliation. All employees are expected to remain sensitive to the effects that their behavior may have on others in the workplace, and to behave appropriately within the course and scope of their County employment.

It is the specific responsibility of the Human Resources Department to distribute this policy policy to employees, to ensure that all County employees attend County-sponsored training, to monitor compliance with this policy, and to implement and enforce the provisions of this policy. All managers, supervisors, department or agency heads, and elected officials are expected to set a professional and proper example for their employees to follow regarding this policy.

The Human Resources Director, or his or her designee, is the County's Equal Employment Opportunity Officer ("EEO Officer"), and shall be the County's designated representative in harassment, discrimination, and retaliation matters. It is the specific responsibility of the Human Resources Director to ensure that each new employee receives and reviews a copy of this policy at his/her orientation, at which time the employee shall sign an acknowledgment that the employee has received understands and will adhere to the policy. The Human Resources Director shall work with department or agency heads, managers, supervisors, elected officials and legal counsel as necessary to investigate and resolve complaints of harassment, discrimination, or retaliation.

DEFINITIONS:
As used in this policy, the following definitions apply:

Discrimination:
Any adverse actions, decisions, or treatments of an employee made or taken on the basis of ancestry, race religion, including religious dress and grooming, color, national, origin, ancestry, physical, disability, mental disability, medical condition including HIV and AIDS, genetic information, Marital status, sex (including pregnancy, childbirth, breastfeeding, and/or related medical conditions) gender, gender identity, gender expression, marital status, military or veteran status, sexual orientation, or age, or request for Family and Medical Leave and affecting his or her employment or work environment, including but not limited to those affecting hiring, placement, compensation, assignments, leave, promotion, training, disciplinary action, layoff, recall, transfer, leave of absence, termination, and reinstatement.

Harassment:
Any unwelcome or offensive behavior, whether physical, visual or verbal, regarding a person's race, religion, including religious dress and grooming, color, national origin, ancestry, physical disability, mental disability, medical condition including HIV or Aids, genetic information, marital status, military or veteran status, gender, gender identity, gender expression, orientation or age which has the effect of unreasonably interfering with an individual's work performance, sexual orientation, or age, or request for Family and Medical Leave, which creates an intimidating, hostile, or offensive work environment constitutes harassment. Behavior may constitute harassment regardless or offensive work environment, constitutes harassment. Behavior may constitute harassment regardless of whether it was intended to harass or offend. In the case where the behavior creates a hostile work environment, there need not be any tangible adverse impact on the employee's job benefits.

A. **Examples of Physical Harassment:** Assault, impeding or blocking movement, staring, leering, or any physical interference with work, privacy or movement of any employee, such as unwelcome or offensive touching, pinching, patting, grabbing, explicit or implied threats or promises in return for submission to physical requests or demands, etc.

B. Examples of Visual Forms of Harassment: Posters, notices, bulletins, cartoons, drawings, or other forms of visual display, electronic or otherwise, which are intimidating, insulting or derogatory, including but not limited to posted material, material maintained in or on County of Amador premises or equipment, and personal property in the workplace.

C. Examples of Verbal Harassment: Statements which are intimidating, insulting or derogatory to a reasonable person in accordance with the above defined categories, such as comments about appearance, dress, body type, or physical features, comments about personal life which may be perceived as offensive or sexual or sexual in nature, sexual

rumors or comments, jokes or anecdotes related to race, disability, age, or religion, comments about request for Family and Medical Leave and medical condition, etc.

Sexual Harassment:

A category of harassment, based on any offensive, unsolicited and unwanted sexual conduct by any employee, be it written, verbal, physical, visual, or other conduct, whenever the conduct is severe or continues after knowledge that it is unwelcome, and

A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or

B. Submission to, or rejection of such conduct by an employee is used as a basis for employment decisions affecting the employee; or

C. Such conduct has the potential to affect an employee's work performance negatively, or create an intimidating, hostile, or otherwise offensive work environment.

Some examples of offensive sexual conduct are written or verbal communication, or physical contact, with sexual overtones; derogatory comments, epithets, slurs or jokes of a sexual nature; graphic commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, notes, or invitations; leering; sexual gestures; displaying of sexually suggestive objects, pictures, cartoons or posters; touching, impeding or blocking movements; explicit or environment, or any other term or condition of employment; offering favors of employment benefits, such as promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors; and reprisals, threats of reprisals, or implied threats of reprisals following a vegative response to a sexual advance.

Specific standards for Sheriff's Office personnel while in uniform and also off duty, established and implemented by the Amador County Sheriff's Office, are in addition to this policy.

Retaliation:

Any adverse actions, decisions or treatment of an employee including but not limited to threats or coercion, made or taken on the basis of the employee's participation as a complainant or witness in a report or complaint of discrimination, harassment or retaliation, or the employee's participation in in the investigation of such a complaint, and affecting his or her employment or work environment, including but not limited to those affecting hiring, placement, compensation, assignments, leave, promotion, training, disciplinary action, layoff, recall, transfer, leave of absence, termination,
and reinstatement.

POLICY

1. Harassment, discrimination, and retaliation are forbidden by law. An employee who engages in harassment, discrimination, or retaliation against a job applicant, an employee, a volunteer, or a member of the public, will be subject to corrective action.
2. Employees are encouraged to report incidents of harassment, discrimination, or retaliation by employees and volunteers, as well as by non-employees and volunteers. With respect to non-employees and volunteers, although the County will investigate such reports and take further action as necessary, the County may not always possess the authority to take further action. All reports should be made promptly to facilitate the employer's ability to investigate and take appropriate and action to prevent further incidents.
3. Employees shall be provided a copy of the policy upon hiring and be assured of their rights to file complaints without fear of reprisal. This does not apply to an employee who willfully and intentionally makes false charges.
4. Managers and supervisors shall report instances of harassment, discrimination, or retaliation to their respective supervisors or the Deputy CAO and /or the Human Resources Director. The Board of Supervisors expects Department Heads, Managers, Supervisors, and Elected Officials to act promptly and forcefully to prevent harassment, discrimination, or retaliation.
5. Harassment, discrimination, or retaliation against another employee or member of the public may be grounds for disciplinary action, up to and including termination of employment.

DISTRIBUTION AND TRAINING

1. The policy, and any revisions thereof, shall be distributed to employees by the Human Resources Department.

2. The County shall provide all supervisors with two hours of sexual harassment training every two years-training will be interactive and shall inform supervisors of responsibilities and obligations relative to identifying, dealing with, and remedying any instances of harassment, discrimination, or retaliation, which arise in the workplace. For an employee hired or promoted to a supervisory position after July 1, 2005, the County shall give sexual harassment training within six months after hiring or promotion.

3. The County shall provide to all employees and elected officials specialized training to inform them of, and sensitize them to, conduct/behavior that constitutes harassment, discrimination, and retaliation, and the consequences of such actions; to inform them of employee rights and responsibilities when harassment, discrimination, or retaliation occurs; and to communicate departmental procedures for investigating and remedying complaints.

CONFIDENTIALITY

It is the County's policy to encourage employees with knowledge of facts evidencing a violation of this policy to report or co-operate in the investigation of violations of this policy. In many instances a complaint or witness may be reluctant to report such violations for fear that their

privacy will be lost during the processing of the complaint. The procedures established in this policy for processing a complaint of, and subsequent investigation into, possible violations of this policy are designed to protect the privacy and confidentiality of all parties involved to the extent permitted by law and to the fullest extent possible while enabling the employer to investigate reported incidents and prevent future workplace harassment, discrimination or retaliation. Documents expressing final adverse action taken against someone who violates this policy shall be maintained in personnel files like other confidential personnel records. Compliants shall not be maintained in the complainants personnel file unless the complainant requests them to be so maintained; if such a request is made, those documents shall be maintained in the complainant's personnel files like other confidential personnel records.

PERSONAL LIABILITY FOR HARASSMENT, DISCRIMINATION, AND RETALITATION

In addition to the potential employment discipline consequences for violations of this policy, an individual may be held personally liable in a court of law for the adverse effects upon another of his or her unlawful harassment of, or discrimination or retaliation against, the other individual.

COMPLAINT PROCEDURE

1. People may not be aware that their behavior is unwelcome, offensive, or insulting or inappropriate, and that it may constitute harassment or discrimination. Often simply advising an individual that his or her behavior or comments are unwelcome, insulting or offensive will resolve the problem. All employees that are subjected to such behavior at work are encouraged to inform the individual that his or her behavior is unwelcome, offensive, in poor taste, or inappropriate, and to request that individual to discontinue the behavior. If this does not resolve the concern, or if the offended employee is not comfortable broaching the subject with the offending individual, the offended employee, or any witnessing employee, shall report the incident(s) of harassment, discrimination or retaliation as described in this policy to their supervisor, manager, department head, elected official, employee organization, County Counsel, or the Human Resources Director.

2. If the department head is so notified he/she shall attempt to resolve the matter and if he/she is not successful in so doing or another incident arises between the same employees, the department head shall immediately notify the Human Resources Director for further action.

3. Any department or agency head who has knowledge of any harassment, discrimination, or retaliation shall report all known incidents to the Human Resources Director if the actions taken within the department the first time do not cure the problem.

4. The Human Resources Director shall conduct an investigation into the compliant and/or recommend disciplinary action or other action to be implemented by the department head. An investigation may include collection of relevant documents and interviews with the complainant, witnesses, including the accused employee(s), and all persons whom the

investigator reasonably believes would have relevant knowledge concerning the complaint. Employees are entitled to have Union or a legal representative present during their interviews where the investigation could result in the imposition of disciplinary action against them. If the accused person is a public safety officer, the investigation could result in the imposition of disciplinary action against them. If the accused person is a public safety officer, the investigation will be conducted in accordance with the Peace Officer's Bill of Rights.

5. Following the completion of the investigation, the complainant and accused employee(s) will be notified of the completion of the investigation and the ultimate outcome (i.e. whether the evidence establishes a violation of County policy). If the determination is made that harassment, discrimination, and/or retaliation occurred which violates County policy, the Human Resources Director (EEO Officer) or CAO shall take and/or recommend prompt and effective remedial action commensurate with the severity for the offense(s). The Human Resources Department may provide investigation and evidence to the relevant department head or other employee(s) as strictly necessary to carry out any disciplinary or corrective action. However, preservation of the confidentiality of the records pursuant to applicable statues shall apply.

6. No employee shall use influence or attempt to suppress a complaint or any part thereof and no employee shall be subject to any retaliation or reprisal for filing the complaint and participating in any investigation or disciplinary action caused in whole or in part by harassment, discrimination, or retaliation. Relevant supervisors and managers must continue to monitor the workplace during and after the complaint and investigation process to ensure that there is no recurrence of behavior constituting harassment, discrimination, or retaliation and to maintain an environment of full compliance with the provision of this policy.

APPEAL

1. If, after exhausting complaint procedures, an employee who has experienced harassment, discrimination, or retaliation in his/her workplace is not satisfied with the outcome of such procedures, he/she may file a grievance in accordance with the applicable MOU or employment resolution. To the extent allowed by law, the filing of such a grievance and the prior communication of the harassment, discrimination, or retaliation being complained of to the complainant's department head shall constitute administrative/contractual remedies which a complainant shall complete prior to filing a complaint with the State Department of Fair Employment and Housing, the Federal Equal Employment Opportunity Commission, or a court with jurisdiction.

FALSE COMPLAINTS

This section is NOT intended to discourage employees from making complaints regarding harassment, discrimination, or retaliation. However, intentionally false complaints adversely

impact the workplace and the career of the accused, even when disproved, and will not be tolerated. Any complaint made by an employee of the County of Amador regarding harassment, discrimination, or retaliation which is proven to be intentionally false may result in discipline up to and including termination.

RESPONSIBLE DEPARTMENTS

County Administrative Office
Human Resources Director
County Counsel

REFERENCES

Employee Bargaining Agreements, §20
Title VII of the Civil Rights Act of 1964
California Government Code §12950
State Department of Fair Employment and Housing
Federal Equal Employment Opportunity Commission

COUNTY OF AMADOR POLICIES & PROCEDURES MANUAL	Number 2-100
SECTION: HUMAN RESOURCES	EMPLOYMENT HARASSMENT,
ISSUE DATE: March 12, 2019	DISCRIMINATION AND
PAGE NO: 1 of 7	RETALIATION POLICY

[Substantive Changes to Previous Policy Tracked]
[Additions: underline; Deletions: ~~strikethrough~~]

PURPOSE

The purpose of this policy is to establish the County of Amador's commitment to provide equal employment opportunities and a discrimination-free workplace, and to establish the procedures for reporting, investigating, and resolving complaints of discrimination, harassment, and/or retaliation.

APPLICABILITY

This policy is applicable to all employees, without exception. This policy applies to all phases of the employment relationship; including recruitment, application, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, selection for training, and working together.

EMPLOYEE RESPONSIBILITIES

It is the responsibility of each and every employee including but not limited to staff and support staff members, volunteers, supervisors, managers, department heads, and elected officials, to refrain from conduct constituting unlawful discrimination, harassment, and/or retaliation, to prevent such conduct from occurring in the workplace, to report known violations of this policy, and to cooperate fully and truthfully with the investigation of complaints of discrimination, harassment, and/or retaliation. All employees are expected to remain sensitive to the effects that their behavior may have on others in the workplace, and to behave appropriately within the course and scope of their County employment.

It is the specific responsibility of the ~~Personnel~~ Human Resources Department to distribute this policy policy to employees, to ensure that all County employees attend County-sponsored training, to monitor compliance with this policy, and to implement and enforce the provisions of this policy. All managers, supervisors, department or agency heads, and elected officials are expected to set a professional and proper example for their employees to follow regarding this policy.

The ~~Personnel~~ Human Resources Director, or his or her designee, is the County's Equal Employment Opportunity Officer ("EEO Officer"), and shall be the County's designated representative in harassment, discrimination, and retaliation matters. It is the specific responsibility of the ~~Personnel~~ Human Resources Director to ensure that each new employee receives and reviews a copy of this policy at his/her orientation, at which time the employee shall sign an acknowledgment that the employee has received understands and will adhere to the policy. The ~~Personnel~~ Human Resources Director shall work with department or agency heads, managers, supervisors, elected officials and legal counsel as necessary to investigate and resolve complaints of harassment, discrimination, or retaliation.

DEFINITIONS:
As used in this policy, the following definitions apply:

Discrimination:
Any adverse actions, decisions, or treatments of an employee made or taken on the basis of ancestry, race religion, including religious dress and grooming, color, national, origin, ancestry, physical, disability, mental disability, medical condition including HIV and AIDS, genetic information, Marital status, sex (including pregnancy, childbirth, breastfeeding, and/or related medical conditions) gender, gender identity, gender expression, marital status, military or veteran status, sexual orientation, or age, or request for Family and Medical Leave and affecting his or her employment or work environment, including but not limited to those affecting hiring, placement, compensation, assignments, leave, promotion, training, disciplinary action, layoff, recall, transfer, leave of absence, termination, and reinstatement.

Harassment:
Any unwelcome or offensive behavior, whether physical, visual or verbal, regarding a person's race, religion, including religious dress and grooming, color, national origin, ancestry, physical disability, mental disability, medical condition including HIV or Aids, genetic information, marital status, military or veteran status, gender, gender identity, gender expression, sexual orientation or age, or request for Family and Medical Leave, which has the effect of unreasonably interfering with an individual's work performance, sexual orientation, or age, or request for Family and Medical Leave, which creates an intimidating, hostile, or offensive work environment constitutes harassment. Behavior may constitute harassment regardless or offensive work environment, constitutes harassment. Behavior may constitute harassment regardless of whether it was intended to harass or offend. In the case where the behavior creates a hostile work environment, there need not be any tangible adverse impact on the employee's job benefits.

A. **Examples of Physical Harassment:** Assault, impeding or blocking movement, staring, leering, or any physical interference with work, privacy or movement of any employee, such as unwelcome or offensive touching, pinching, patting, grabbing, explicit or implied threats or promises in return for submission to physical requests or demands, etc.

B. Examples of Visual Forms of Harassment: Posters, notices, bulletins, cartoons, drawings, or other forms of visual display, electronic or otherwise, which are intimidating, insulting or derogatory, including but not limited to posted material, material maintained in or on County of Amador premises or equipment, and personal property in the workplace.

C. Examples of Verbal Harassment: Statements which are intimidating, insulting or derogatory to a reasonable person in accordance with the above defined categories, such as

comments about appearance, dress, body type, or physical features, comments about personal life which may be perceived as offensive or sexual or sexual in nature, sexual rumors or comments, jokes or anecdotes related to race, disability, age, or religion, comments about request for Family and Medical Leave and medical condition, etc.

Sexual Harassment:

A category of harassment, based on any offensive, unsolicited and unwanted sexual conduct by any employee, be it written, verbal, physical, visual, or other conduct, whenever the conduct is severe or continues after knowledge that it is unwelcome, and

A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or

B. Submission to, or rejection of such conduct by an employee is used as a basis for employment decisions affecting the employee; or

C. Such conduct has the potential to affect an employee's work performance negatively, or create an intimidating, hostile, or otherwise offensive work environment.

Some examples of offensive sexual conduct are written or verbal communication, or physical contact, with sexual overtones; derogatory comments, epithets, slurs or jokes of a sexual nature; graphic commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, notes, or invitations; leering; sexual gestures; displaying of sexually suggestive objects, pictures, cartoons or posters; touching, impeding or blocking movements; explicit or environment, or any other term or condition of employment; offering favors of employment benefits, such as promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors; and reprisals, threats of reprisals, or implied threats of reprisals following a vegative response to a sexual advance.

Specific standards for Sheriff's Office personnel while in uniform and also off duty, established and implemented by the Amador County Sheriff's Office, are in addition to this policy.

Retaliation:

Any adverse actions, decisions or treatment of an employee including but not limited to threats or coercion, made or taken on the basis of the employee's participation as a complainant or witness in a report or complaint of discrimination, harassment or retaliation, or the employee's participation in in the investigation of such a complaint, and affecting his or her employment or work environment, including but not limited to those affecting hiring, placement, compensation, assignments, leave, promotion, training, disciplinary action, layoff, recall, transfer, leave of absence, termination,

and reinstatement.

POLICY

1. Harassment, discrimination, and retaliation are forbidden by law. An employee who engages in harassment, discrimination, or retaliation against a job applicant, an employee, a volunteer, or a member of the public, will be subject to corrective action.
2. Employees are encouraged to report incidents of harassment, discrimination, or retaliation by employees and volunteers, as well as by non-employees and volunteers. With respect to non-employees and volunteers, although the County will investigate such reports and take further action as necessary, the County may not always possess the authority to take further action. All reports should be made promptly to facilitate the employer's ability to investigate and take appropriate and action to prevent further incidents.
3. Employees shall be provided a copy of the policy upon hiring and be assured of their rights to file complaints without fear of reprisal. This does not apply to an employee who willfully and intentionally makes false charges.
4. Managers and supervisors shall report instances of harassment, discrimination, or retaliation to their respective supervisors or the Deputy CAO and /or the ~~Personnel~~ Human Resources Director. The Board of Supervisors expects Department Heads, Managers, Supervisors, and Elected Officials to act promptly and forcefully to prevent harassment, discrimination, or retaliation.
5. Harassment, discrimination, or retaliation against another employee or member of the public may be grounds for disciplinary action, up to and including termination of employment.

DISTRIBUTION AND TRAINING

1. The policy, and any revisions thereof, shall be distributed to employees by the ~~Personnel~~ Human Resources Department.

2. The County shall provide all supervisors with two hours of sexual harassment training every two years-training will be interactive and shall inform supervisors of responsibilities and obligations relative to identifying, dealing with, and remedying any instances of harassment, discrimination, or retaliation, which arise in the workplace. For an employee hired or promoted to a supervisory position after July 1, 2005, the County shall give sexual harassment training within six months after hiring or promotion.

3. The County shall provide to all employees and elected officials specialized training to inform them of, and sensitize them to, conduct/behavior that constitutes harassment, discrimination, and retaliation, and the consequences of such actions; to inform them of employee rights and responsibilities when harassment, discrimination, or retaliation occurs; and to communicate departmental procedures for investigating and remedying complaints.

CONFIDENTIALITY

It is the County's policy to encourage employees with knowledge of facts evidencing a violation of this policy to report or co-operate in the investigation of violations of this policy. In many instances a complaint or witness may be reluctant to report such violations for fear that their privacy will be lost during the processing of the complaint. The procedures established in this policy for processing a complaint of, and subsequent investigation into, possible violations of this policy are designed to protect the privacy and confidentiality of all parties involved to the extent permitted by law and to the fullest extent possible while enabling the employer to investigate reported incidents and prevent future workplace harassment, discrimination or retaliation. Documents expressing final adverse action taken against someone who violates this policy shall be maintained in personnel files like other confidential personnel records. Compliants shall not be maintained in the complainants personnel file unless the complainant requests them to be so maintained; if such a request is made, those documents shall be maintained in the complainant's personnel files like other confidential personnel records.

PERSONAL LIABILITY FOR HARASSMENT, DISCRIMINATION, AND RETALITATION

In addition to the potential employment discipline consequences for violations of this policy, an individual may be held personally liable in a court of law for the adverse effects upon another of his or her unlawful harassment of, or discrimination or retaliation against, the other individual.

COMPLAINT PROCEDURE

1. People may not be aware that their behavior is unwelcome, offensive, or insulting or inappropriate, and that it may constitute harassment or discrimination. Often simply advising an individual that his or her behavior or comments are unwelcome, insulting or offensive will resolve the problem. All employees that are subjected to such behavior at work are encouraged to inform the individual that his or her behavior is unwelcome, offensive, in poor taste, or inappropriate, and to request that individual to discontinue the behavior. If this does not resolve the concern, or if the offended employee is not comfortable broaching the subject with the offending individual, the offended employee, or any witnessing employee, shall report the incident(s) of harassment, discrimination or retaliation as described in this policy to their supervisor, manager, department head, elected official, employee organization, County Counsel, or the ~~Personnel~~ Human Resources Director.

2. If the department head is so notified he/she shall attempt to resolve the matter and if he/she is not successful in so doing or another incident arises between the same employees, the department head shall immediately notify the ~~Personnel~~ Human Resources Director for further action.

3. Any department or agency head who has knowledge of any harassment, discrimination, or retaliation shall report all known incidents to the ~~Personnel~~ Human Resources Director if the actions taken within the department the first time do not cure the problem.

4. The ~~Personnel~~ Human Resources Director shall conduct an investigation into the compliant and/or recommend disciplinary action or other action to be implemented by the department head. An investigation may include collection of relevant documents and interviews with the complainant, witnesses, including the accused employee(s), and all persons whom the investigator reasonably believes would have relevant knowledge concerning the complaint. Employees are entitled to have Union or a legal representative present during their interviews where the investigation could result in the imposition of disciplinary action against them. If the accused person is a public safety officer, the investigation could result in the imposition of disciplinary action against them. If the accused person is a public safety officer, the investigation will be conducted in accordance with the Peace Officer's Bill of Rights.

5. Following the completion of the investigation, the complainant and accused employee(s) will be notified of the completion of the investigation and the ultimate outcome (i.e. whether the evidence establishes a violation of County policy). If the determination is made that harassment, discrimination, and/or retaliation occurred which violates County policy, the ~~Personnel~~ Human Resources Director (EEO Officer) or CAO shall take and/or recommend prompt and effective remedial action commensurate with the severity for the offense(s). The ~~Personnel~~ Human Resources Department may provide investigation and evidence to the relevant department head or other employee(s) as strictly necessary to carry out any disciplinary or corrective action. However, preservation of the confidentiality of the records pursuant to applicable statues shall apply.

6. No employee shall use influence or attempt to suppress a complaint or any part thereof and no employee shall be subject to any retaliation or reprisal for filing the complaint and participating in any investigation or disciplinary action caused in whole or in part by harassment, discrimination, or retaliation. Relevant supervisors and managers must continue to monitor the workplace during and after the complaint and investigation process to ensure that there is no recurrence of behavior constituting harassment, discrimination, or retaliation and to maintain an environment of full compliance with the provision of this policy.

APPEAL

1. If, after exhausting complaint procedures, an employee who has experienced harassment, discrimination, or retaliation in his/her workplace is not satisfied with the outcome of such procedures, he/she may file a grievance in accordance with the applicable MOU or employment resolution. To the extent allowed by law, the filing of such a grievance and the prior communication of the harassment, discrimination, or retaliation being complained of to the complainant's department head shall constitute administrative/contractual remedies which a complainant shall complete prior to filing a complaint with the State Department of Fair Employment and Housing, the Federal Equal Employment Opportunity Commission, or a court with jurisdiction.

FALSE COMPLAINTS

This section is NOT intended to discourage employees from making complaints regarding harassment, discrimination, or retaliation. However, intentionally false complaints adversely impact the workplace and the career of the accused, even when disproved, and will not be tolerated. Any complaint made by an employee of the County of Amador regarding harassment, discrimination, or retaliation which is proven to be intentionally false may result in discipline up to and including termination.

RESPONSIBLE DEPARTMENTS

County Administrative Office
Human Resources Director
County Counsel

REFERENCES

Employee Bargaining Agreements, §20
Title VII of the Civil Rights Act of 1964
California Government Code §12950
State Department of Fair Employment and Housing
Federal Equal Employment Opportunity Commission

Board of Supervisors Agenda Item Report

Submitting Department: Sheriff
Meeting Date: March 12, 2019

SUBJECT
Sheriff's Office: Elimination of the position of Dispatch Supervisor and one sworn sergeant position; and creation of an Administrative Lieutenant position as well as one Deputy Sheriff position (to backfill the eliminated sergeant position).

Recommendation:
Approval of recommended elimination and creation of positions within the Sheriff's office.

4/5 vote required:
Yes

Distribution Instructions:
Sheriff; HR

ATTACHMENTS
- BOS.pdf

INTER-OFFICE MEMORANDUM

Approved Martyan 3-5-2019.

TO: CHUCK ILEY, CAO

FROM: GARY REDMAN, UNDERSHERIFF

SUBJECT: CREATING ADMINISTRATIVE LIEUTENANT POSITION

DATE: MARCH 4, 2019

CC:

Sheriff Martin Ryan and I are requesting the approval of creating an Administrative Lieutenant position. To offset the costs associated with creating a third lieutenant position within the Sheriff's Office budget, I propose eliminating the Dispatch Supervisor position along with a sworn sergeant position.

The current Dispatch Supervisor Pam Bensen has given us a resignation date of March 15, 2019. A sworn sergeant would be promoted to the rank of lieutenant leaving that sergeant position vacant for elimination. I am also proposing creating a deputy sheriff position to backfill the eliminated sergeant position.

Utilizing FY 2018-2019 budget numbers, I estimate the proposed restructure would increase employee costs by $60,782.53 a year.

Sergeant Cone, who would be slated to be promoted to the new lieutenant position, is at $162,657.45. Dispatch Supervisor Pam Benson is currently at $98,186.70 for a combined total of $260,844.15. The costs of a 20 year midrange lieutenant is $222,780.95 and an A step deputy is $98,845.73 for a total of $321,626.68.

To help offset the increase in costs, I propose to defer adding the deputy position for one year which would be a net savings of $38,063.20 for FY 2019/2020.