



STATE OF CALIFORNIA, COUNTY OF SIERRA
BOARD OF SUPERVISORS
AGENDA
SPECIAL TELECONFERENCE MEETING

Lee Adams, Vice-Chair, District 1

P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov

Peter W. Huebner, District 2

P.O. Box 349 - Sierra City, CA 96125 - 530-565-6055 - phuebner@sierracounty.ca.gov

Paul Roen, District 3

P.O. Box 43 - Calpine, CA 96124 - 530-565-6048 - supervisor3@sierracounty.ca.gov

Jim Beard, Chair, District 4

P.O. Box 1140 - Loyalton, CA 96118 - 530-565-6092 - jbeard@sierracounty.ca.gov

Sharon Dryden, District 5

P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - sdryden@sierracounty.ca.gov

The Sierra County Board of Supervisors will meet in special session commencing at 1:00 p.m. on March 20, 2020. This meeting will be recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov

In accordance with Governor's Executive Order pertaining to the convening of public meetings in response to the COVID-19 pandemic, the County of Sierra will hold meetings of the Board of Supervisors via teleconference. The Board of Supervisors' Chambers will remain closed until further notice.

The public may observe and provide public comments telephonically by calling the number below:

Conference Dial-in Number: 605-475-3200

Participant Access Code: 1029948#

NOTICE

Accommodations for individuals with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof can be made with the Clerk of the Board and CA Relay Services 711 prior to the meeting. The Clerk of the Board may be reached at 530-289-3295 or at the following addresses:

Heather Foster
Clerk of the Board of Supervisors
County of Sierra
100 Courthouse Square, Room 11
P.O. Drawer D
Downieville, CA 95936
clerk-recorder@sierracounty.ca.gov

All items posted on the agenda, including under correspondence, may be acted upon by the Board of Supervisors. However, matters under committee reports and department manager's reports may be briefly addressed by the Board or Staff but no action or discussion shall be undertaken on any item not appearing on the posted agenda. (GC 54954.2)

REGULAR AGENDA

1. STANDING ORDERS

- Call to Order
- Pledge of Allegiance
- Roll Call
- Approval of Regular Agenda

2. PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board not on this posted agenda may be addressed by the general public during the Public Comment Opportunity time. No action may be taken or substantive discussion pursued on matters not on the posted agenda. Public comment is regulated by the Sierra County Board of Supervisors' Rules and Procedures. You may obtain a copy of the Public Comment rules from the Clerk. The Board limits public comment to three minutes per person and not more than three individuals addressing the same subject.

3. PUBLIC WORKS/TRANSPORTATION - TIM BEALS

- 3.A. Resolution approving Agreement for Possession and Use between Sierra County and Joanna M. Wentz for compensation for acquisition of a portion of property identified as Sierra County Assessor's Parcel 007-110-012, required for construction a portion of the Salmon Lake Road Bridge Replacement Project and authorizing signatory.

Documents:

[Right of Way.Item.pdf](#)

4. BOARD OF SUPERVISORS

- 4.A. Continued discussion/action in regards to the resolution establishing interim personnel policies and the proclamation of local of emergency to respond to COVID-19 adopted by the Board of Supervisors on March 17, 2020 and possible adoption of new policies and procedures related to the continuation of essential county functions and employee safety. (CLERK OF THE BOARD)

Documents:

[COVID 19.pdf](#)

5. CLOSED SESSION

- 5.A. Closed session pursuant to Government Code Section 54956.9(a) - conference with counsel regarding the following litigation: ARP - Loyaltan Cogen LLC Chapter 11 Bankruptcy - United States Bankruptcy Court Central District Case No. 8:20-bk-10535-ES.

Documents:

Closed Session ARP BK.pdf

ADJOURN

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: March 20, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
----------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------

DEPARTMENT: Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Resolution approving Agreement for Possession and Use between Sierra County and Joanna M. Wentz for compensation for acquisition of a portion of property identified as Sierra County Assessor's Parcel 007-110-012, required for construction a portion of the Salmon Lake Road Bridge Replacement Project and authorizing signatory.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: This agreement is the culmination of a lengthy negotiation for necessary right of way acquisition as well as authorization to utilize the parcel for purposes to construct the project. This agreement was ultimately negotiated by Bender Rosenthal Incorporated under Sierra County Agreement 2019-056.

FUNDING SOURCE: FHWA
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$4900.00 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------

COMMENTS:

 CLERK TO THE BOARD _____
DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**RESOLUTION IN THE MATTER OF APPROVING
AGREEMENT FOR POSSESSION AND USE FOR
RIGHT OF WAY ACQUISITION FOR
SALMON LAKE ROAD BRIDGE PROJECT AND
AUTHORIZING SIGNATORY**

RESOLUTION 2020-_____

BE IT RESOLVED THAT, the Sierra County Board of Supervisors hereby approves the Agreement for Possession and Use between Sierra County and Joanna M. Wentz for compensation for acquisition of a portion of property identified as Sierra County Assessor's Parcel 007-110-012, required for construction a portion of the Salmon Lake Road Bridge Replacement Project and authorizing signatory

BE IT FURTHER RESOLVED the Sierra County Board of Supervisors authorizes Bryan Davey, Deputy Director of Transportation to execute on behalf of Sierra County the Agreement for Possession and Use between Sierra County and Joanna M. Wentz.

ADOPTED by the Board of Supervisors of the County of Sierra on the 20th day of March, 2020 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

JAMES BEARD
CHAIRMAN, BOARD OF

SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

DAVID PRENTICE
COUNTY COUNSEL

AGREEMENT FOR POSSESSION AND USE

This Agreement for Possession and Use ("Agreement") is made on 3/12, 2020, by and between the County of Sierra ("County"), and Joanna M. Wentz, surviving joint tenant ("Owner"). The County and Owner shall be collectively referred to as the "Parties."

RECITALS

The County requires immediate possession and use of Owner's real property for the construction of the Salmon Lake Road Bridge Replacement Project ("Project"). Any delay in the start of construction of the Project is contrary to public interest. Owner's property is located near the intersection of Gold Lake Highway and Salmon Lake Road in Sierra County, California, legally described in the attached Exhibit "A" and identified on the Right-of-Way Easement map in the attached Exhibit "B" ("Property").

- A. A portion of the Property designated by the County as Parcel No. 007-110-012-0 ("Parcel"). The Parcel is required for the purpose of constructing a portion of the Project. The purpose of this Agreement is to allow the County to proceed with construction of the Project without delay.
- B. The County has made a firm written offer to pay the total sum of \$4,900.00 to Owner and any other persons having an interest in the Parcel. This amount does not include compensation for any loss of business goodwill, pre-condemnation damages, loss of rent or any other claims for just compensation except for the County's appraised fair market value of the Parcel (and, if applicable, severance damages). This amount does not include reimbursement for relocation benefits which will be handled pursuant to state and federal regulations and policies. The Owner has not accepted this offer.
- C. It is the intent of the County to offer fair-market compensation to Owner for possession and use of the Parcel to construct the Project, and as consideration for the rights set forth in the paragraph entitled "Possession," below.

OPERATIVE PROVISIONS

In consideration of the sum to be paid to Owner and in consideration of the foregoing recitals and the promises, covenants and any other conditions set forth in this Agreement, the County and Owner agree as follows:

Possession

1. Owner grants to the County and its contractors, agents, representatives, employees and all others deemed necessary by the County, the irrevocable right to exclusive possession and use of the Parcel, including but not limited to, the right to remove and dispose of any and all improvements within and/or straddling the right-of-way. In consideration for this irrevocable grant of possession and use, the County will tender into escrow the sum of \$4,900. The County, and its contractors, agents, representatives, employees and all others deemed necessary by the County, shall have the right to possess the Parcel and begin construction of the Project on the date the sum is paid into escrow.

Just Compensation and Appraisal

2. Owner acknowledges that the sum referenced in paragraph 1 represents the full amount of the approved appraisal of what the County believes is just compensation owed for the acquisition of the Parcel(s). Should the Parties fail to reach a settlement and it becomes necessary for the County to consider filing a condemnation action to acquire the Parcel(s), the Parties agree the amount deposited into escrow shall not be admissible as evidence of value in such condemnation proceeding. The Parties agree that the deposit and payment under this Agreement shall be equivalent to a deposit and payment under California Code of Civil Procedure section 1255.010 and that the basis for such deposit and payment, including but not limited to any appraisal, shall be governed by Code of Civil Procedure section 1255.060. Accordingly, the Parties agree that the amount deposited or withdrawn under this Agreement may not be given in evidence or referred to in any trial on the issue of compensation and further agree that any appraiser who prepared any report or statement concerning the deposit may not be called to testify at any such trial.

Escrow

3. This transaction will be handled through an escrow with an escrow company of the County's choice. The County shall cause to be paid all escrow fees incurred in this transaction. Any unearned rents will be prorated in escrow

and the County shall be credited with any outstanding security deposits. Owner shall not be entitled to receive any proceeds until:

- a. All holders of liens and encumbrances on the Parcel have received full payment for all principal and interest due to them and have executed a reconveyance of their interests in the Parcel; and
 - b. All other parties having interests in the Parcel have received payment or have consented to a payment to Owner; and
 - c. The County has acknowledged in writing that it concurs that all other parties having interests in the Parcel have received full payment or have consented to Owner's withdrawal.
4. This escrow shall remain open until either a final settlement, or until termination of this Agreement, or until a Final Order of Condemnation under section 1268.030 of the California Code of Civil Procedure is entered by the court and recorded. Any sum disbursed to Owner from this escrow shall be deducted from the ultimate amount received by Owner as a result of any settlement, award, or verdict of just compensation for the Parcel(s).

Effective Date

5. This Agreement is effective upon execution by both Parties ("Effective Date"). From and after the Effective Date, Owner shall not assign, sell, encumber or otherwise transfer all or any portion of their interest in the Parcel, or the property, without first obtaining the County's prior written consent.

Owner Representations

6. Owner Represents and Warrants:
- (A) Owner has full right, power and legal County to enter into this Agreement, to transfer and convey the possession of the Parcel to County under this Agreement and to carry out Owner's obligations under this Agreement.
 - (B) The only outstanding current interests in or encumbrances on the Parcel are listed: _____
 - (C) No legal, administrative, or other proceeding or inquiry is pending against the Property or against Owner which could affect Owner's title to the Property or the value of the Property and Parcel(s), or subject Owner to liability other than those listed in subparagraph (B) above.
 - (D) No attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending against Owner other than those listed in subparagraph (B) above.
 - (E) Owner has not entered into any other contracts for the sale of the Property other than those listed in subparagraph (B) above.
 - (F) Owner is not bound by any agreement, contract, or lease of any kind relating to the Property which would impose an obligation on the County or otherwise affect marketability of title to the Property other than those listed in subparagraph (B) above.

Taxes

7. Owner agrees to submit payment, when due, to the County tax collector for all taxes and special assessments on the Parcel that are due during the period from the date of possession (as set forth in paragraph 1 of this Agreement) to the date title transfers to the County. Title transfers to the County on the date the Grant Deed or Final Order of Condemnation is recorded in the office of the County recorder. Owner shall not be required to pay taxes or special assessments on the Parcel on or after the date title transfers to the County. After the date title transfers, the County will request that the County tax collector cancel taxes and/or special assessments for the period from the date of possession to the date title transferred to County. After the tax cancellation request is made by the County, Owner may file a claim with the County tax collector for a refund of any tax overpayment. Notwithstanding any other provision of this Agreement, no cancellation shall be made of all or any portion of any taxes that were due prior to the date of possession but which were unpaid; escrow shall pay in a timely manner all delinquent property taxes due from the sums deposited into escrow. (California Revenue and Taxation Code section 5084.)

Eminent Domain Proceedings

8. This Agreement is made with the understanding that the County will cause negotiations to continue in good faith with Owner to acquire its interest in the Parcel by direct purchase. It is further understood that in the event an agreement for purchase is not reached within _____ months of the Effective Date of this Agreement, such failure will be an acknowledgement that the negotiations to acquire the Parcel have proved futile, and the County may exercise its right to pursue a resolution of necessity in accordance with California Code of Civil Procedure sections 1245.210 and 1245.220 and commence an eminent domain proceeding to acquire title to the Parcel(s).
9. If the County begins proceedings in eminent domain, it is understood and agreed that this Agreement shall continue in effect until either a settlement is reached or a Final Order of Condemnation under section 1268.030 of the California Code of Civil Procedure is entered by the court and recorded.

Waiver Notice Pursuant to Code of Civil Procedure Section 1245.235

10. Section 1245.235 of the California Code of Civil Procedure requires that each person whose property is to be acquired by eminent domain be provided with notice and a reasonable opportunity to appear before the Public Works Board and be heard on the matters referred to in section 1240.030 of the Code of Civil Procedure, which provides:

“The power of eminent domain may be exercised to acquire property for a proposed project only if all of the following are established:

- a. The public interest and necessity require the project.
 - b. The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
 - c. The property sought to be acquired is necessary for the project.”
11. By granting this irrevocable right to possession and use of the Parcel to the County, Owner agrees to the following:
 - a. Owner specifically waives the notice required by Code of Civil Procedure section 1245.235 of the hearing on the matters referred to in Code of Civil Procedure section 1240.030, and, to the extent the PWB considers adopting a resolution of necessity, Owner shall not object to the adoption of the resolution of necessity authorizing the taking of the Parcel described in Exhibit “C”.
 - b. Owner shall not object to the filing of an eminent domain proceeding to acquire the property described in Exhibit “C.”
 - c. In any eminent domain action filed by the County to acquire the Parcel described in Exhibit “C,” Owner shall not challenge the County’s right to acquire such property, and the only issue shall be the amount of just compensation for the Parcel(s).

Refund

12. In the event the ultimate amount of any settlement, award, or verdict is less than the total of the sums paid to and withdrawn by Owner, reconciliation shall be pursuant to Code of Civil Procedure section 1255.280.

Waiver

13. Owner waives any right to challenge the County’s right to possess and use the Parcel in any subsequent eminent domain proceedings filed by the County. Owner also waives all claims and defenses in its favor in any subsequent eminent domain proceeding, except a claim for greater compensation.

Date of Valuation

14. In the event proceedings in eminent domain are begun, the date of valuation for determining the amount of just compensation for the Parcel shall be _____.

Interest

15. Compensation awarded in an eminent domain proceeding shall draw interest as prescribed by the California Code of Civil Procedure section 1268.310 et seq.. Owner shall be entitled to receive interest on any sum received as compensation for its interest in the Parcel(s), whether pursuant to this Agreement, a subsequent settlement or court judgment, beginning on the date the County takes possession of the Parcel pursuant to this Agreement and ending on the earliest of the dates as provided in Code of Civil Procedure section 1268.320.

Abandonment of Proceeding

16. Under California Code of Civil Procedure section 1268.510, at any time after the commencement of proceedings in eminent domain, the County reserves the right to abandon the proceeding in whole or in part.

County to Execute and Bind

17. Each of the Parties represents and warrants that each of the persons executing this Agreement has full and complete legal County to do so and thereby binds the party to this Agreement.

Entire Agreement

18. This Agreement reflects the entire agreement between the Parties and shall supersede all prior or contemporaneous oral or written understandings, statements, representations or promises between the Parties concerning the matters contained herein.

Governing Law

19. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of California. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the Parties.

Successors in Interest

20. This Agreement shall be binding upon and inure to the benefit of the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the Parties.

Understanding of Agreement

21. This Agreement has been negotiated in good faith and each party warrants and represents that in executing this Agreement, they are not relying upon any representation, promise, inducement or statement made in negotiation that has not been included in the terms of this Agreement.

Fees and Costs

22. Except as otherwise provided in this Agreement, each party shall bear all costs (including expert and appraisal fees but excluding appraisal fees not to exceed \$5,000 pursuant to section 1263.025 of the California Code of Civil Procedure) and attorneys' fees individually incurred in connection with negotiating the matters described in this Agreement.

Severability

23. In case any part, term, portion or provision of this Agreement is determined to be illegal, invalid or unenforceable, the remaining parts, terms, portions and provisions shall remain valid, enforceable, and in full force and effect.

Amendment to Agreement

24. This Agreement may only be amended by written agreement, executed by all Parties.

Counterparts

25. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Memorandum of Agreement

26. County shall record a memorandum of this Agreement.

NO OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

IN WITNESS WHEREOF, the Parties have executed this Agreement.

OWNER

Joanna M. Wentz, surviving joint tenant

By: Joanna M. Wentz
Joanna M. Wentz

Date: 3/12/2020

COUNTY OF SIERRA

By: _____

Bryan Davey, Deputy Director
Department of Transportation

Date: _____

EXHIBIT 'A'
RIGHT-OF-WAY EASEMENT

All that real property situate in the County of Sierra, State of California, being a portion of the lands of the Oliver W. Wentz and Joanna M. Wentz, as said lands are described in that certain Grant Deed dated April 5, 2001, recorded as Document Number 2001-132058, Official Records of Sierra County, also being in Section 28, Township 21 North, Range 12 East, M.D.B.M., said real property being described as follows:

COMMENCING at the Center Quarter corner of said Section 28 as shown on that certain Record of Survey, dated January 16, 1991, recorded in Book 9 of Maps and Surveys, at Page 20 and 21, Sierra County Records; thence along the Quarter Section line of said Section 28, North 89°08'30" East 755.89 feet to the **POINT OF BEGINNING**; thence leaving said Quarter Section line along the following two (2) courses and distances:

- 1) North 00°51'30" East 80.00 feet;
- 2) North 85°17'08" East 446.11 feet to a point on the westerly right-of-way for Gold Lakes Highway and the beginning of a non-tangent curve to the left, concave easterly, having a radius of 1223.45 feet and to which a radial line bears North 86°05'48" E; thence southerly along said right-of-way, through a central angle of 5°10'42", an arc distance of 110.58 feet to a point on the said Quarter Section line; thence along said Quarter Section line, South 89°08'30" West 455.95 feet to the **POINT OF BEGINNING**.

containing 42,791 square feet (0.982 acres), more or less.

The above-described real property is identified on Exhibit 'B' attached hereto and made a part hereof.

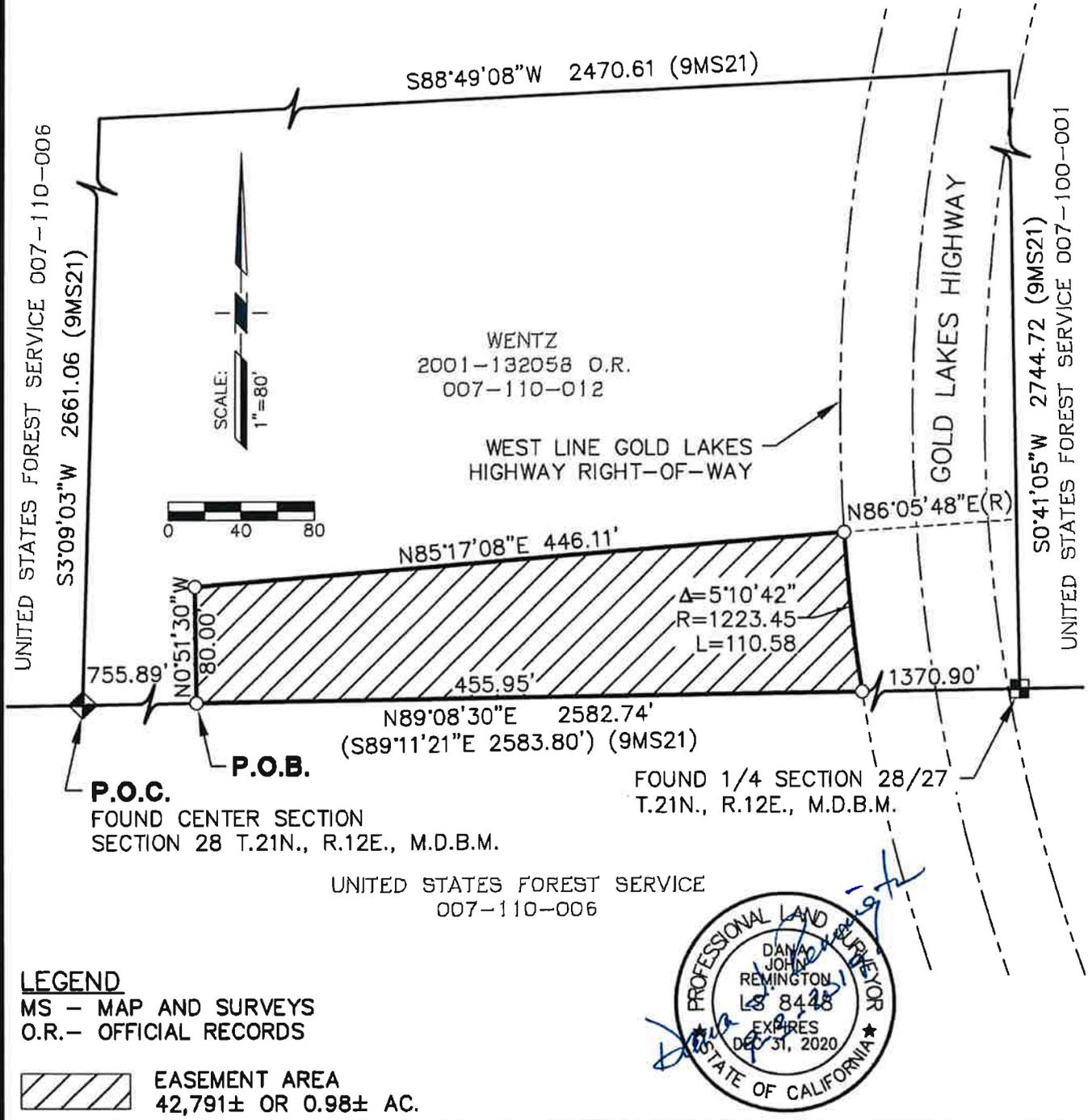
The basis of bearings for this description is identical to that of the Record of Survey recorded in Book 9 of Maps and Surveys at Pages 20 and 21, Sierra County Records.

End of Description


Dana J. Remington LS No. 8448



EXHIBIT 'B'



RIGHT-OF-WAY EASEMENT WENTZ

COUNTY OF SIERRA

STATE OF CALIFORNIA

DATE: 09/3/2019

SCALE: 1" = 100'

DRWN. BY: TRS CHK. BY: DJR

SHEET 1 OF 1

PSOMAS

11661 Blocker Drive, Suite 200
Auburn, Ca. 95603
(530) 885-7072 (530) 885-5788 (FAX)

Plotted: Sep/03/2019 11:34 AM | By: Tim.schooss
DWG: N:\6MGE010100\Survey\DESIGN\6MGE010100-EX.dwg

EXHIBIT C

LEGAL DESCRIPTION

All of the Northeast quarter of Section 28, Township 21 North, Range 12 East, M.D.M.

EXCEPT THEREFROM the following described property: The Northeast quarter of the Northeast quarter of the Northeast quarter and the Southeast quarter of the Southeast quarter of the Northeast quarter of said Section 28, Township 21 North, Range 12, East, M.D.M.

ALSO EXCEPTING THEREFROM: Lots numbered 1 thru 17 of the Diamond L Resort subdivision, filed September 14, 1914, in Book 1 of Subdivisions, page 9.

APN: 007-110-012

Recorded at the request of

County of Sierra

When Recorded Mail to:

Bender Rosenthal, Inc.
Attn: Betsey Cline
2825 Watt Avenue, Suite 200
Sacramento, CA 95821

Space Above this line for Recorder's Use

This document is recorded for the benefit of the County of Sierra and is therefore exempt from the payment of a recording fee pursuant to Government Code Section 27383 or filing fee pursuant to Government Code Section 6103, and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

007-110-012-0

APN

MEMORANDUM OF AGREEMENT FOR POSSESSION AND USE

This Memorandum of Agreement for Possession and Use ("Memorandum of Agreement") is made on _____, 20____, by and between the County of Sierra ("County") and Joanna M. Wentz, surviving joint tenant ("Owner"), who shall be collectively referred to as the "Parties."

The County entered into an Agreement for Possession and Use with Owner dated as of 3-12, 2020 ("Agreement") in which County and Owner agreed, among other things, to the following:

1. **Affected Real Property:** Owner granted the County the permission to enter and use Owner's real property to construct the Salmon Lake Road Bridge Replacement Project (the "Project"). Owner's property is located in Sierra County, California, legally described in the attached Exhibit "A." A portion of property designated by the County as Parcel No. 007-110-012-0 (the "Parcel"), legally described in the attached Exhibit "B," is to be acquired for the Project.
2. **Right of Possession:** Owner granted to the County and its contractors, agents, representatives, employees and all others deemed necessary by the County, the irrevocable right to exclusive possession and use of the Parcel, including but not limited to, the right to remove and dispose of any and all improvements within and/or straddling the right of way. This Agreement shall be binding and inure to the benefit of the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the Parties.
3. **Purpose of Memorandum of Possession and Use Agreement:** The purpose of this Memorandum of Agreement is for recordation only and is not intended to be a summary of the Agreement and is subject to the terms of the Agreement. In the event of conflict between this Memorandum of Agreement and the Agreement, the Agreement shall control.

SIGNATURE PAGE FOLLOWS

EXHIBIT 'A'
RIGHT-OF-WAY EASEMENT

All that real property situate in the County of Sierra, State of California, being a portion of the lands of the Oliver W. Wentz and Joanna M. Wentz, as said lands are described in that certain Grant Deed dated April 5, 2001, recorded as Document Number 2001-132058, Official Records of Sierra County, also being in Section 28, Township 21 North, Range 12 East, M.D.B.M., said real property being described as follows:

COMMENCING at the Center Quarter corner of said Section 28 as shown on that certain Record of Survey, dated January 16, 1991, recorded in Book 9 of Maps and Surveys, at Page 20 and 21, Sierra County Records; thence along the Quarter Section line of said Section 28, North 89°08'30" East 755.89 feet to the **POINT OF BEGINNING**; thence leaving said Quarter Section line along the following two (2) courses and distances:

- 1) North 00°51'30" East 80.00 feet;
- 2) North 85°17'08" East 446.11 feet to a point on the westerly right-of-way for Gold Lakes Highway and the beginning of a non-tangent curve to the left, concave easterly, having a radius of 1223.45 feet and to which a radial line bears North 86°05'48" E; thence southerly along said right-of-way, through a central angle of 5°10'42", an arc distance of 110.58 feet to a point on the said Quarter Section line; thence along said Quarter Section line, South 89°08'30" West 455.95 feet to the **POINT OF BEGINNING**.

containing 42,791 square feet (0.982 acres), more or less.

The above-described real property is identified on Exhibit 'B' attached hereto and made a part hereof.

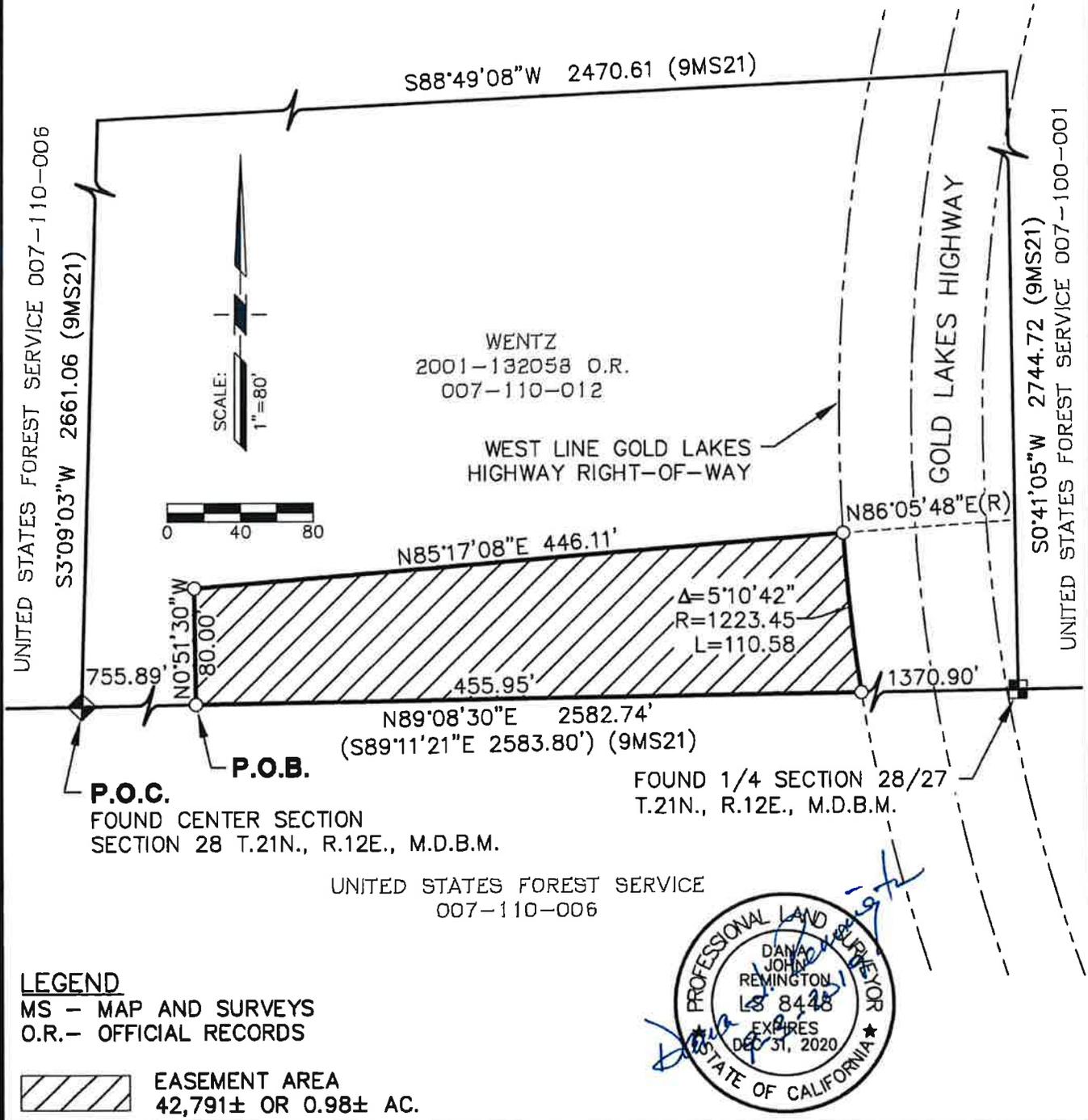
The basis of bearings for this description is identical to that of the Record of Survey recorded in Book 9 of Maps and Surveys at Pages 20 and 21, Sierra County Records.

End of Description


Dana J. Remington LS No. 8448



EXHIBIT 'B'



RIGHT-OF-WAY EASEMENT WENTZ

COUNTY OF SIERRA STATE OF CALIFORNIA

DATE: 09/3/2019	SCALE: 1" = 100'
DRWN. BY: TRS CHK. BY: DJR	SHEET 1 OF 1
<small>Plotted: Sep/03/2019 11:34 AM By: Tim.achooos DWG: N:\6MGE010100\Survey\DESIGN\6MGE010100-EX.dwg</small>	

PSOMAS
 11861 Blocker Drive, Suite 200
 Auburn, Ca. 95803
 (530) 885-7072 (530) 885-5788 (FAX)

OWNER: Joanna M. Wentz, surviving joint tenant

By: Joanna Wentz Date: 3/12/2020
Joanna M. Wentz

COUNTY OF SIERRA

By: _____ Date: _____
Bryan Davey, Deputy Director
Department of Transportation

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of ~~California~~ Oregon)

County of Wallowa)

On 3-12-2020 before me, Angela Gwen Seuffer, Notary,
Date Here Insert Name and Title of the Officer

personally appeared Joanna M. Wentz
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Angela Gwen Seuffer
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: March 20, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
----------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Heather Foster, Clerk of the Board
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Continued discussion/action in regards to the resolution establishing interim personnel policies and the proclamation of local of emergency to respond to COVID-19 adopted by the Board of Supervisors on March 17, 2020 and possible adoption of new policies and procedures related to the continuation of essential county functions and employee safety.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
See attached Resolution 2020-032, the Proclamation will be distributed under separate cover

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------

COMMENTS:

CLERK TO THE BOARD _____ DATE _____

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION ESTABLISHING INTERIM PERSONNEL POLICIES

RESOLUTION NO. 2020-032

WHEREAS, currently the world is experiencing a pandemic related to the COVID-19 (Coronavirus), and

WHEREAS, the Governor of the State of California has declared a statewide emergency and issued orders concerning limitations on public gatherings, and

WHEREAS, school districts across the country and throughout the State of California are closing schools to prevent the spread of COVID-19, and

WHEREAS, school closures are impacting Sierra County employees who could not have anticipated these events and are left without day care, and

WHEREAS, the Board of Supervisors finds that it is in the best interest of the citizens and employees of Sierra County to prevent the spread of COVID-19 and to protect employees who have been left without recourse to care for their children during this public emergency.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors, based on the foregoing, establishes that personnel policies and rules will be temporarily amended as stated below:

1. Employees who can effectively perform the essential functions of their classification while working remotely from County facilities may work from home with permission of their Department Head. Employees so working will not be charged for leave time, but considered as working full time in their respective positions.

2. Employees coming in contact with COVID-19 shall voluntarily quarantine in their homes for a period of fourteen (14) days. These employees may work from home, if possible, unless suffering from symptoms of the disease. Employees on voluntary quarantine who cannot work shall be allowed to use sick leave or vacation leave during the quarantine period.

3. Employees who have minor children who are unable to attend school due to illness, quarantine or school closures due to COVID-19, and who cannot find other child care arrangements, shall be allowed to work from remotely under the terms of Section 1, or shall be to use sick leave or vacation leave during the necessary period.

4. For employees under quarantine and without sufficient leave to cover the quarantine period, the Board of Supervisors authorizes, with the approval of the Human Resource Director in each case, the accumulation of up to eighty (80) hours of negative sick leave, which will be made up by a percentage reduction in sick leave accruals over a period of one year from the lifting of the Governor's declaration of emergency.

5. Under these interim rules and policies, with the exception of those working from home pursuant section 1, the Human Resource Director may require that the employee obtain medically certification to have or been exposed to COVID-19.

6. County offices that do not have the ability to close to the public and allow employees to work remotely from home are authorized to make appropriate modifications to regular business operations as deemed necessary including limiting hours open to the public in order reduce exposure.

7. The Board of Supervisors will reconsider this resolution during each regularly scheduled Board meeting following adoption and this Resolution shall sunset thirty (30) days from enactment.

8. The Human Resource Director, working through the county's official labor negotiator, shall establish contact with the two bargaining unit representatives to assure labor concurrence or suggested modifications of these interim policies. All personnel policies, rules and regulations not directly affected by this resolution shall remain in full force and effect.

ADOPTED by the Board of Supervisors of the County of Sierra, State. California on the 17th day of March 2020 by the following vote:

AYES: Supervisors Adams, Roen, Dryden and Beard
NOES: None
ABSTAIN: None
ABSENT: Supervisor Huebner

COUNTY OF SIERRA



JIM BEARD, CHAIR
BOARD OF SUPERVISORS

ATTEST:



HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:



DAVID PRENTICE
COUNTY COUNSEL

SIERRA COUNTY

TELECOMMUTING POLICY

I. POLICY STATEMENT

Telecommuting is defined for the purpose of this policy as an employee working from a remote site other than their primary work location, typically the employee's home, on a regular, on-going basis. Telecommuting can help improve operational efficiency, reduce air pollution, traffic and parking congestion, and demand for office space. Telecommuting also provides the County with the flexibility necessary to maintain essential government functions during emergencies. Telecommuting is not an employee benefit but an alternative method of meeting the needs of the County. Other than in declared emergencies pursuant to Section IX, the employee and the employee's Department Head and the HR Director must mutually agree that participation in telecommuting is beneficial and either party can terminate the agreement at any time.

II. COMPENSATION, WORK HOURS, AND CONDITIONS OF EMPLOYMENT

- A. Nothing in the policy is intended to alter, supersede or contradict in any way the Memoranda of Understanding (MOU's) between the County and the various bargaining units.
- B. The employee's compensation, benefits, work status, full or part-time schedule, and work responsibilities will not change due to participation in the telecommuting program.
- C. The employee's work schedule may be adjusted, as agreed between the employee and the department head, to work other than the normal hours of County operation. **This work schedule must be in writing.**
- D. Telecommuting must not result in any employee receiving overtime, unless approved by the supervisor in accordance with the applicable MOU.
- E. Telecommuting employees will be available for in-person meetings, assignments, and projects as necessary, as determined by the department head.

III. ELIGIBILITY

- A. The telecommuting employee and the supervisor will jointly develop a written performance plan which must include measures which are sufficient to evaluate the telecommuter's work results and quality. The plan must be approved by the department head and HR. Work results and quality will be assessed quarterly by the supervisor, which must include a meeting with the employee, and shall be part of the employee's annual performance evaluation.

- B. Not all jobs are appropriate for telecommuting. Employees will be selected based on the suitability of their jobs and functional assignments, an evaluation of past performance reviews over the last 18 months, and an evaluation of the likelihood of their being successful telecommuters, which may include the ability of the employee to provide appropriate space or equipment within the home.
- C. The County will provide training designed to prepare employees who have been selected for telecommuting to prepare them for telecommuting and remote supervision.
- D. An employee selected must sign the Telecommuting Application and Agreement which sets forth the terms of approval of telecommuting.

IV. EQUIPMENT, TOOLS AND SUPPLIES

- A. The tools, equipment and supplies needed to telecommute will be provided either by the employee, the County, or a combination. The specific tools and equipment necessary for each employee shall be within the discretion of the supervisor or department head. All data processing equipment including computers and phones must be provided by the County, except in accordance with the County's Wireless Device Policy. All county-provided equipment requiring power must be protected with a county-provided surge protector or Uninterruptible Power Supply (UPS) for the exclusive use of county equipment.
- B. The County, in its discretion, may add visual identification and/or electronic tracking devices to county-owned equipment and the employee may not remove, disable or in any way tamper with these devices.
- C. The use of equipment, software, data, supplies and furniture when provided by the County for use at the home work location is limited to authorized persons for purposes related to county business. No data may be exported or printed except as authorized. The County will provide for repairs and maintenance to county-owned and provided equipment. Employees are responsible for the maintenance and repair of their own equipment. Repairs and maintenance of data processing equipment will be provided by IT remotely when possible. If repairs and maintenance cannot be handled remotely, it is the employee's responsibility to bring the equipment to IT.
- D. A wireless high speed Internet connection must be available at the telecommuter's residence, at the employee's own expense. IT will determine the required speed of the Internet connection based on bandwidth needed to perform stated duties. The County may, when warranted, pay installation and on-going costs associated with increased expenses associated with telecommuting.

- E. No personal devices such as portable hard drives, USB drives, scanners, or cameras, may be connected to the County's data processing equipment.
- F. Office supplies will be provided by the County as needed. Out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the employee's department head. Adequate records of expenses, as defined by the County Auditor-Controller, must be maintained to support the telecommuter's demand for reimbursement. Requests for reimbursement must be submitted to the Auditor within 15 days of purchase.
- G. The County may require the return of any county property at any time. All county property must be returned upon the termination of the telecommuting agreement, the termination of the employee's employment with the County, or, during any period of leave from employment expected to exceed 30 days.

V. WORKSPACE AND ENVIRONMENT

- A. The employee shall designate a workspace within the home for placement and installation of equipment to be used while telecommuting. The employee shall maintain this workspace in a safe condition, free from hazards and other dangers to the employee and equipment. The employee's department head, HR, and the Information Technology Director ("IT") must approve the site chosen as the employee's home workspace. The employee will provide the specific address and location of the home workspace and will submit three photos of the home workspace as part of the telecommuting application. Any county materials taken home must be kept in the designated work area at home and not used except for activities that support telecommuting. Employees will ensure the confidentiality of all information they use at the designated location in accordance with County and department policies.
- B. The employee's department head, HR and IT have the right to make on-site visits (with 48 work hours advance notice) to the authorized homework location for purposes of determining that the site is safe and free from hazards including ergonomic hazards, and to maintain, repair, inspect, or retrieve county-owned equipment, software, data or supplies. Any delay in the department being able to access department owned equipment for repairs or upgrades may result in the employee being required to work from her/his office location until repairs, etc. are successfully completed.
- C. The employee's official duty location does not change as a result of telecommuting and costs to commute to her/his duty location are not reimbursable.

- D. During the telecommuter's scheduled work hours, personal disruptions such as non-business phone calls and visitors must be kept to a minimum.
- E. The telecommuter must ensure that non-county visitors to the home worksite treat the approved work area as an extension of the County during work hours, including confidentiality of information.
- F. Any activity or interruption that takes place during the telecommuter's work schedule and interferes with her/his work must be immediately reported to the supervisor or manager and covered by the use of leave accruals.

VI. WORKER'S COMPENSATION & LIABILITY

- A. During work hours and while performing work functions in the designated work area of the home, telecommuters are covered by Worker's Compensation.
- B. The employee's home workspace will be considered an extension of the County's workspace. Therefore, the County may be liable for job-related accidents that suffered by the employee in the home workspace during the employee's preapproved working hours. The supervisor, department head and HR shall consider Worker's Compensation liability when approving an employee to telecommute and when approving a designated work space.
- C. The County is not liable for loss, destruction, or injury that may occur in or to the employee's home. This includes injury to family members, visitors, or others that may become injured within or around the employee's home.

VII. DEPENDENT CARE

- A. Telecommuting is not a means of providing child care or other dependent care and is not to be used for care-giving purposes such as any individuals requiring care and monitoring including infants, toddlers, preschoolers, elderly adults. Care giving arrangements must be made for agreed-upon work hours.
- B. Exceptions to the above restrictions on providing child care or other dependent care must be approved in advance and will be for a short duration, generally no more than three (3) months. If care giving activities are approved, the telecommuter must use accruals to cover the time spent away from official activities.
- C. If a family member or someone in the household becomes ill and needs attention during periods of telecommuting, the supervisor must be notified immediately to

review the situation and determine if telecommuting can continue or if accruals must be used to cover the time needed to attend to the family member.

VIII. TAX IMPLICATIONS

- A. It will be the employee's responsibility to determine any tax implications of maintaining a home office area. The County cannot provide tax advice, nor will the County assume any additional tax liabilities.
- B. Employees are encouraged to consult with a qualified tax professional to discuss tax implications.

IX. EMERGENCY TELECOMMUTING

- A. Whenever a local emergency has been declared pursuant to Government Code Section 8630 or a local public health emergency has been declared pursuant to Health and Safety Code Section 101080, all of the provisions of this policy will continue to apply. However, the following provisions shall take effect, and shall supersede any contradictory provision of this policy.
- B. A department head may designate employees within a department to telecommute. These are employees whose services are necessary for the continued operation of the County, but whose physical presence in a county facility are not required or desired. This arrangement need not be voluntary.
- C. If any provision of this policy would result in an unacceptable delay, such as approval of a designated work space, the development of a written performance plan, or the approval of the HR, such requirements may be relaxed or ignored as necessary to meet the demands of the emergency situation. Any provision of this policy which is relaxed or ignored upon the initiation of an emergency telecommuting arrangement shall, if possible, be adhered to subsequently at the earliest possible opportunity.
- D. Actual expenses incurred by the employee as a result of emergency telecommuting will be reimbursed by the County to the extent they are reasonable. Employees should endeavor to have such costs approved in advance to the extent possible.
- E. All technology used by the employee will be provided by the County. IT may provide appropriate equipment for the specific period of emergency telecommuting, or may facilitate the relocation of the equipment from the employee's county work station.

F. If during an emergency a school closes, forcing an employee to stay home to provide child care, telecommuting may be approved if, in the discretion of the department head:

1. The employee's function is necessary during the emergency;
2. The employee's function can adequately be performed from home; and
3. The employee can be reasonably productive and responsive while providing child care.

G. The emergency telecommuting will last no longer than is necessary to perform the necessary work during an emergency. At the first opportunity, the employee must return to work at the county facility.

**SIERRA COUNTY
TELECOMMUTING APPLICATION / AGREEMENT**

Instructions: Applicants for telecommuting complete Section 1 questions, and submit to supervisor for completion of Section 2. If approved by the supervisor, the employee and supervisor should sign Section 3 and submit to their department head. The department head will approve or disapprove and submit the agreement to Human Resources/Risk Management for final approval or disapproval. If the department head is recommending disapproval, the reasons for this recommendation should be sent to the Human Resources Manager. A copy of the completed form will be placed in the telecommuter's Personnel File.

1. APPLICANT COMPLETES THIS PART:

a) Name: _____ Date: _____

b) Dept.: _____ Phone: _____

c) Job Title: _____

d) Proposed Telecommuting schedule (indicate days and work hours):

Start Date: _____ End Date: _____

e) Proposed Work Location: Home

Address (Attach three (3) photos of the proposed work area at your home that you intend to use if telecommuting is approved):

f) Equipment to be used while telecommuting (indicate if personal or County-owned equipment will be used):

g) Work to be performed while telecommuting:

h) What technology is required for the job: (check as many as apply)

Telephone Fax Copier Personal Computer

Other

If other, describe. Also state if you have this equipment, phone lines, etc. or will need to have them installed:

i) Describe dependent care plan during scheduled work hours:

Not Applicable Plan:

2. SUPERVISOR COMPLETES THIS PART:

a) Method of communicating with the office while telecommuting:

b) Method of providing clerical support:

c) Method of measuring work completed while telecommuting (attach plan required under part B, Section 1 above):

d) Work Schedule: From:

To:

e) Term of Agreement:

f) Additional Terms as agreed by employee and Supervisor:

g) Length of employment in Department:

h) Can this person work under remote supervision?

Yes No

- i) Are there any job related, performance or conduct issues or reasons that support not approving telecommuting? Yes No

If yes, briefly describe:

-
- j) Most recent Performance Evaluation is at least satisfactory or meets standards:

Yes No

I have read the Telecommuting Policy and Procedures and agree to abide by the terms and conditions therein. I understand that:

1. Telecommuting is a privilege, not a right.
2. I am expected to participate in training for telecommuting with my supervisor prior to participating in the telecommuting program.
3. No changes are allowed to my approved work schedule unless approved in writing in advance.
4. I will work at least my approved work schedule on telecommuting days.
5. I must receive prior authorization from my supervisor for any overtime work.
6. In the event I am assigned to a new supervisor, I will be required to obtain approval to continue to telecommute.
7. On-site visits to my telecommuting site may be conducted by County personnel to determine that the worksite is suitable. Advance notice of at least 48 hours will be provided to me prior to such a visit.
8. I am expected to comply with all applicable County and department rules, policies, practices and instructions.
9. This agreement does not affect my employee benefits. Requests for vacation, sick leave, or other time off will be handled according to existing County and Departmental policies.
10. If applicable, I have made arrangements for care giving activities during my agreed upon work schedule
11. This agreement may be terminated by either party at any time.

12. I agree to respond to any surveys and inquiries conducted by the County to evaluate the effectiveness of telecommuting. I understand that my responses will be treated confidentially unless I authorize their release.

Employee's Signature

Date

Supervisor's Signature

Date

Recommendation by Department Head: Approval Disapproval

Department Head's Signature

Date

If disapproved, reason: [Click here to enter text.](#)

Action by HR Manager: Approval

Disapproval

Human Resource Manager's Signature

Date

FACTORS TO BE CONSIDERED AS PART OF THE TELECOMMUTING DECISION

1. Can the work be done independently or must it be done as part of a team?
2. Does the work rely heavily on computer access or telephones?
3. Does the employee spend much of the workday working alone on projects?
4. Does the employee have face to face contact with customers in a workplace?
5. Examples of jobs that lend themselves to telecommuting include typing, computer programming, report writing, data entry, auditing, accounting, researching, customer service representative (such as at a call center), designing.
6. Is the employee's presence needed at a moment's notice?
7. Does the job require hands on operations of equipment or repairs to equipment?
8. Is the employee reliable and responsive?

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: March 20, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
----------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------

DEPARTMENT: County Counsel APPROVING PARTY: David Prentice PHONE NUMBER: 559-500-1600

AGENDA ITEM: Closed session pursuant to Government Code Section 54956.9(a) - conference with counsel regarding the following litigation: ARP - Loylton Cogen LLC Chapter 11 Bankruptcy - United States Bankruptcy Court Central District Case No. 8:20-bk-10535-ES.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken</p>	<p><input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____</p>	<p>Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

COMMENTS:

CLERK TO THE BOARD _____
DATE