



EL DORADO COUNTY PLANNING SERVICES
2850 Fairlane Court, Placerville CA 95667

AGRICULTURAL PRESERVES
WILLIAMSON ACT CONTRACT / FARMLAND SECURITY ZONE
(Revised 08/2022)

REQUIRED INFORMATION - AGRICULTURAL PRESERVES

Complete the required information indicated on the Land Conservation or Farmland Security Zone application form. The following information must be provided with all applications. **If all the information is not provided, the application will be deemed incomplete and will not be accepted.** For your convenience, please use the check (X) column on the left to be sure you have all the required submittal information. **All plans and maps MUST be folded to 8½" x 11".**

FORMS AND MAPS REQUIRED

MARK (X)

Applicant County

- | | | | |
|-------|-------|----|---|
| _____ | _____ | 1) | Application Form and Agreement for payment of Processing fees - completed and signed. |
| _____ | _____ | 2) | Letter of request for "Establishing an Agricultural Preserve," signed by all property owners before a Notary Public; |
| _____ | _____ | 3) | Land Conservation contract Application (Part I to be completed by applicant, Parts II, III, IV and V to be completed by County agencies); |
| _____ | _____ | 4) | Three (3) copies of contract form, signed and notarized, including the following:
a) Legal Description (Exhibit A)
b) Map showing property boundaries (Exhibit B) |
| _____ | _____ | 5) | Letter of authorization from property owner authorizing agent to act as applicant, where applicable. |
| _____ | _____ | 6) | Proof of ownership (Grant Deed) if the property has changed title since the last tax roll. |
| _____ | _____ | 7) | Copy of official Assessors Map(s), showing property outlined in red. |
| _____ | _____ | 8) | Current application fee (may be obtained by contacting Planning Services at (530) 621-5355 or by accessing Planning Services online <u>fee schedule</u>). |

NOTES:

- 1) If this agricultural preserve application is submitted in conjunction with a zone change application to AE (Exclusive Agriculture), a separate application form for the zone change must be submitted, although the fee for such application is waived.
- 2) Application will be accepted BY APPOINTMENT ONLY. Make your appointment in advance by calling (530) 621-5355. **NO FEES ARE REFUNDABLE**



EL DORADO COUNTY PLANNING SERVICES
2850 Fairlane Court, Placerville CA 95667

FILE # _____

(530) 621-5355 / fax: (530) 642-0508 / edcgov.us/Government/Planning

WILLIAMSON ACT / FARMLAND SECURITY ZONE
CONTRACT APPLICATION

ASSESSOR'S PARCEL NUMBER(S) _____

APPLICANT/AGENT _____

Mailing Address _____
(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX () _____

PROPERTY OWNER _____

Mailing Address _____
(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX () _____

PROPERTY OWNER _____

Mailing Address _____
(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX () _____

PROPERTY OWNER _____

Mailing Address _____
(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX () _____

LIST ADDITIONAL PROPERTY OWNERS ON SECOND SHEET

LOCATION: The property is located on the _____ side of _____ street or road
N / E / W / S
_____ feet or _____ miles _____ of the intersection with _____
N / E / W / S
major street or road
in the _____ <or pick from list > area. PROPERTY SIZE _____
acreage / square footage

X _____ Date _____
signature of property owner or authorized agent

FOR OFFICE USE ONLY

Date _____ Fee \$ _____ Receipt # _____ Rec'd by _____ Census _____

Zoning _____ GPD _____ Supervisor District _____ Sec/Twn/Rng _____

ACTION BY: [] PLANNING COMMISSION
[] ZONING ADMINISTRATOR
[] PLANNING DIRECTOR

ACTION BY BOARD OF SUPERVISORS

Hearing Date _____

Hearing Date _____

[] Approved [] Denied (findings and/or conditions attached)

[] Approved [] Denied (findings and/or conditions attached)

APPEAL: [] Approved [] Denied

Executive Secretary _____

Executive Secretary _____

ADDITIONAL PROPERTY OWNER(S)

PROPERTY OWNER _____

Mailing Address _____

(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX () _____

PROPERTY OWNER _____

Mailing Address _____

(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX () _____

PROPERTY OWNER _____

Mailing Address _____

(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX () _____

PROPERTY OWNER _____

Mailing Address _____

(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX () _____

PROPERTY OWNER _____

Mailing Address _____

(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX () _____

PROPERTY OWNER _____

Mailing Address _____

(P.O. Box or street) (city) (state) (zip code)

Phone () _____ FAX () _____

Planning Commission
County of El Dorado
2850 Fairlane Court
Placerville, CA 95667

Subject: Establishment of an Agricultural Preserve

I (we) hereby request the Planning Commission consider and recommend to the Board of Supervisors that my (our) property be established as an agricultural preserve pursuant to Section 51200(d) of the California Government Code, being part of the California Land Conservation Act of 1965. It is my (our) intent to provide the necessary subsequent restrictions on land use within this preserve by means of an agreement pursuant to Chapter 7, Division 1, of Title 5 of the California Government Code.

In summary of the attached application:

Property offered consists of _____ acres;

Identified as County Assessor's Parcel Number(s) _____

(indicate if this is a portion of the parcel, with more detailed information to be shown on the accompanying map)

Located generally in the vicinity of _____

_____, as shown on the attached map.

The nature of the property is such that it is (can be) devoted to agricultural and compatible uses.

I (we) understand generally the provisions of the California Land Conservation Act of 1965 and the obligations imposed upon application of said Act.

Sincerely yours,

PART I

(To be completed by applicant)

LAND CONSERVATION CONTRACT APPLICATION

NAME _____ PHONE (____) _____
_____ PHONE (____) _____
_____ PHONE (____) _____

MAILING ADDRESS _____

ASSESSOR'S PARCEL NUMBER(S): (Attach legal description if portion of parcel)

TYPE OF AGRICULTURAL PRESERVE (Check one):

Williamson Act Contract (10-year roll-out) _____
Farmland Security Zone (20-year roll-out) _____

NUMBER OF ACRES TO BE CONSIDERED UNDER THIS CONTRACT _____

WATER SOURCE _____ PRESENT ZONING _____

YEAR PROPERTY PURCHASED _____

WHAT IS YOUR AGRICULTURAL CAPITAL OUTLAY (excluding land value)?

List specific items or improvements with value for each.

<u>Improvement</u>	<u>Value</u>
_____	\$ _____
_____	_____
_____	_____
_____	_____

PART I

(Continued, page 2)
(To be completed by applicant)

If improvements total under \$45,000, explain what agricultural capital improvements will be made in the next three years.

WHAT IS YOUR CURRENT GROSS INCOME FOR AGRICULTURAL PRODUCTS?

<u>Product</u>	<u>Income</u>
_____	\$ _____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
	Total \$ _____

NOTE: Total gross income must exceed \$13,500 per year for high intensity farming (orchards, vineyards, row crops), or \$2,000 for low intensity farming (grazing). If the total does not exceed these amounts, when do you anticipate your agricultural operations will gross this amount?

PART I

(Continued, page 3)
(To be completed by applicant)

CURRENT LAND UTILIZATION

Pear trees _____	acres	Date planted _____
Apple trees _____	acres	Date planted _____
Walnut trees _____	acres	Date planted _____
_____ trees _____	acres	Date planted _____
Irrigated pasture _____	acres	Date planted _____
Crop land _____	acres	Comments _____
Dry grazing _____	acres	Comments _____
Brush _____	acres	Comments _____
Timber _____	acres	Comments _____
Christmas trees _____	acres	Comments _____
Grapes _____	acres	Comments _____
_____	acres	Comments _____

TOTAL ACRES _____ (This figure should equal acreage under Contract)

PLANNED FUTURE DEVELOPMENTS

Briefly describe what future plans you have for the development of this agricultural unit. Please list acreage, crops and time schedule for your planned projects.

I hereby certify that the information contained within this application is true and correct to the best of my knowledge.

_____ Date

_____ Signature of Applicant

PART II
(To be completed by Assessor)

Comments: _____

Assessor's recommendation(s): _____

_____ Date

_____ El Dorado County Assessor

PART III

(To be completed by Agricultural Commission)

Comments: _____

Commission's recommendation(s): _____

Date

Chair, Agricultural Commission

PART IV

(To be completed by Planning Commission)

Date of public hearing: _____

Action: _____

Comments: _____

Executive Secretary, Planning Commission

PART V

(To be completed by Board of Supervisors)

Date of public hearing: _____

Action: _____

Comments: _____

Kim Dawson, Clerk of the Board of Supervisors

By: _____
Deputy Clerk of the Board
of Supervisors

INSTRUCTIONS

**WILLIAMSON ACT CONTRACT
FARMLAND SECURITY ZONE CONTRACT**

Owner(s) are responsible for signing the last page only of either contract. DO NOT fill in any other portion of the contract including the first page (date/name). The County is responsible for completing the remainder of the contract.

WILLIAMSON ACT CONTRACT

THIS CONTRACT entered into this _____ day of _____, by and between the COUNTY of EL DORADO, a political subdivision of the State of California, referred to herein as "County", and _____, referred to herein as "Owner".

1. DEFINITIONS

- a. "Agricultural use" means use of land for the purpose of producing an agricultural commodity (including timber) for commercial purposes;
- b. "Board" means the County Board of Supervisors;
- c. "Compatible use" means any use determined by County to be compatible with agricultural use of the property;
- d. "Contract" means this document;
- e. "Williamson Act" means the California Land Conservation Act of 1965 as amended through the legislative session indicated before the reference;
- f. "Owner" means the person or persons entering into this Contract with County;
- g. "County" means El Dorado County.

2. FACTS

This Contract is made with reference to the following facts:

- a. Owner is the owner of the real property in El Dorado County, California, described in Exhibit "A" and incorporated by reference;
- b. The property is within an agricultural preserve designated and established by Resolution of County. The property has been devoted to agricultural and compatible uses. The boundaries of the preserve are shown on the map attached as Exhibit "B" and incorporated by this reference and are co-extensive with the boundaries of the property.

3. LAND USE

The use of the property is limited during the term of this Contract to agricultural and compatible uses. Structures may be erected on the property (and existing structures enlarged) if they are directly related to and compatible with permitted uses.

4. TERM

The initial term of this Contract is ten (10) years. Unless notice of non-renewal is given as provided in Section 5, on each anniversary date of this Contract, a year shall be automatically added to the initial term. If Owner or County in any year serves written notice of non-renewal, this Contract shall remain in effect for the balance of the unexpired term.

5. NON-RENEWAL

- a. Unless written notice of non-renewal is served by County upon Owner at least sixty (60) days before a renewal date or by Owner upon County at least ninety (90) days before a renewal date, this Contract shall be considered renewed under Section 4.
- b. The effect of a sale or transfer of any portion of the property, the subject of this Contract, except as provided in paragraph 6, b., or failure of a portion of the subject property to meet the agricultural contract criteria, or failure to engage in an agricultural pursuit, may be treated as a breach of this Contract and County may bring any action in court necessary to enforce this Contract, including, but not limited to, any action to enforce this Contract by specific performance or injunction.
- c. Upon receipt by Owner of written notice of non-renewal, Owner may protest the notice of non-renewal in writing. County may withdraw the notice before the next renewal date.
- d. Upon request by Owner, the County may authorize Owner to serve written notice of non-renewal on a portion of the property.

6. TRANSFER OF PROPERTY

- a. This Contract, and the covenants herein, shall run with the land and shall be binding upon and inure to the benefit of all successors in interest of Owner.
- b. In the event that Owner conveys a portion of the property under this Contract, Owner, in addition to the conveyee, shall remain subject to the terms of this Contract as to the conveyed portion unless and until the conveyee enters into a separate contract with the County. Owner understands that County will not enter into a separate contract with the conveyee unless the conveyed portion of property meets the County's criteria for an agricultural preserve, and that County shall enter into a contract with the conveyee if the conveyed portion meets said criteria and exclude said conveyed portion from Owner's contract.

7. CANCELLATION

- a. The purpose of this section is to provide relief from the provisions of this Contract only when the continued dedication of all or any portion of the property to agricultural use is neither necessary nor desirable for purposes of the 1969 Williamson Act.
- b. Owner may petition the Board for cancellation of this Contract as to all or any part of the property. The Board may approve the cancellation only if it finds that:
 - (i) cancellation is not consistent with the purposes of the 1969 Williamson Act; and,
 - (ii) cancellation is in the public interest.
- c. The existence of an opportunity for another use of the property involved will not be sufficient reason for cancellation of this Contract. A potential alternative use of the property involved may be considered only if there is not proximate, non-contracted land suitable for the use to which it is proposed the property involved be put. The uneconomic character of the existing use may be considered only if there is no other

reasonable or comparable agricultural use to which the property may be put. Prior to any action by the Board, the Board shall consider the recommendations of the Agricultural Commission and the Planning Commission.

- d. Prior to any action by the Board giving tentative approval to cancellation, the assessor shall determine the full cash value of the property involved as though it were free of the contractual restrictions. He shall multiply such value by the most recent County tax ratio announced pursuant to Section 401 of the Revenue and Taxation Code and shall certify the product to the Board as the cancellation valuation of the property involved for the purpose of determining the cancellation fee.
- e. Prior to giving tentative approval to the cancellation, the Board shall determine and certify to the Auditor the amount of the cancellation fee which Owner must pay the Treasurer as deferred taxes upon cancellation. That fee shall be an amount equal to fifty percent (50%) of the cancellation valuation of the property involved.
- f. If it finds that it is in the public interest to do so, the Board may waive any such payment (or any portion) or may make such payment (or any portion) contingent upon the future use made of the property involved and its economic return to Owner for a period of time not to exceed the unexpired term had it not been canceled, but only if:
 - (i) cancellation is caused by an involuntary transfer or change in the use which may be made of the property involved and such property is not immediately used for a purpose which produces a greater economic return to Owner; and,
 - (ii) the Board has determined it is in the best interest of the program to conserve agricultural land use that such payment (or any portion) be either deferred or not required.

- g. This Contract may not be canceled until after County has given notice of and has held a public hearing on the matter as required by law.
- h. Upon tentative approval of the cancellation petition the Clerk of the Board of Council shall record in the office of the County Recorder of the County in which the land as to which the contract is canceled is located a certificate which shall set forth the name of the owner of such land at the time the contract was canceled with the amount of the cancellation fee certified by the Board or Council as being due pursuant to this article, the contingency of any waiver or deferment of payments, and legal description of the property. From the date of recording of such certificate the contract shall be finally canceled and, to the extent the cancellation fee has not yet been paid, a lien shall be created and attached against the real property described therein and any other real property owned by the person named therein as the owner and located within the County. Such lien shall have the force, effect and priority of a judgment lien. Nothing in this section or Section 51283 shall preclude the Board or Council from requiring payment in full of the cancellation fee prior to the cancellation becoming effective.

In no case shall the cancellation of a contract be final until the notice of cancellation is actually recorded as provided in this section. Notwithstanding any other provisions of the Revenue and Taxation Code, any payments required by Section 51283 shall not create nor impose a lien or charge on the land as to which a contract is canceled except as herein provided.

Upon the payment of the cancellation fee or any portion thereof, the Clerk of the Board or Council shall record with the County Recorder a written certificate of the release in whole or in part of the lien.

8. EMINENT DOMAIN

- a. In this section:
- (i) "public agency" means any public entity included within the definition of "public agency" in the 1969 Williamson Act and in any subsequent amendments to that Act; and
 - (ii) "individual" means any person authorized under Section 1001 of the Civil Code or under any other existing or future California law to acquire property by eminent domain.
- b. When any action in eminent domain for the condemnation of the fee title of an entire parcel of the property is filed or when such parcel is acquired in lieu of eminent domain for a public use or improvement by a public agency or individual or whenever there is any such action or acquisition by the federal government or any person, instrumentality or agency action under authority or power of the federal government, this Contract shall be deemed null and void as to the property actually being condemned or acquired as of the date the action is filed or the acquisition occurs, and for the purpose of establishing the value of the property, this Contract shall be deemed never to have existed. Upon the termination of such a proceeding or occurrence of such an acquisition, this Contract shall be null and void for all property actually taken or acquired.
- c. When such an action to condemn less than an entire parcel of the property is filed, or when such an acquisition to acquire less than an entire parcel of the property occurs, this Contract shall be deemed null and void as to the property actually condemned or acquired and shall be disregarded in the valuation process only as to the property actually being taken or acquired unless the remaining property will be adversely affected by the condemnation in which case the amount of just compensation shall be computed without regard to this Contract.

- d. The property actually taken or acquired shall be removed by this Contract. Under no circumstances shall property be removed that is not actually taken or acquired except as otherwise provided in the contract.

9. AMENDMENT

This Contract may be amended to the extent permitted by law applicable at the time of amendment.

10. SEVERABILITY

The invalidity of any provision of this Contract or its application to any particular factual situation will not affect the validity of any other provision or its application to any factual situation.

EL DORADO COUNTY

By: _____
Chair, Board of Supervisors

ATTEST:

Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Owners

(mab:WAC.CON/WilliamAct)
(Revised 8/2022)

FARMLAND SECURITY ZONE CONTRACT

THIS CONTRACT entered into this _____ day of _____, by and between the COUNTY OF EL DORADO, a political subdivision of the State of California, referred to herein as "County", and _____, referred to herein as "Owner."

1. DEFINITIONS

- a. "Agricultural use" means use of land for the purposes of producing an agricultural commodity (including timber) for commercial purposes;
- b. "Board" means the County Board of Supervisors;
- c. "Compatible use" means any use determined by County to be compatible with agricultural use of the property;
- d. "Contract" means this document;
- e. "Williamson Act" means the California Land Conservation Act of 1965 as amended through the legislative session indicated before the reference;
- f. "Owner" means the person or persons entering into this Contract with County;
- g. "County" means El Dorado County;
- h. "Farmland Security Zone" means land within an agricultural preserve as defined by Government Code Section 51296 as amended from time to time;
- i. "Renewal date" means the applicable tax lien date upon which the contract automatically adds another year to the contract term of twenty (20) years absent a timely filed notice of non-renewal.

2. FACTS

- a. Owner is the owner of the real property in El Dorado County, California, described in Exhibit "A" and incorporated by reference;

- b. The property, a Farmland Security Zone, is within an agricultural preserve designated and established by resolution of County. The property has been devoted to agricultural and compatible uses. The boundaries of the preserve are shown on the map attached as Exhibit "B" and incorporated by this reference and are co-extensive with the boundaries of the property.

3. LAND USE

The use of the property is limited during the term of this Contract to agricultural and compatible uses as set forth in Title 17 of the El Dorado County Ordinance Code. Structures may be erected on the property (and existing structures enlarged) if they are directly related to and compatible with permitted use.

4. TERM

The initial term of this Contract is twenty (20) years. Unless notice of non-renewal is given as provided in Section 5, on each renewal date (the applicable tax lien date) of this Contract, a year shall be automatically added to the initial term. If Owner or County in any year serves written notice of non-renewal, this Contract shall remain in effect for the balance of the unexpired term. The immediate cancellation provisions of the Williamson Act (Government Code 51280 to 51287) shall not apply to Farmland Security Zone contract property.

5. NON-RENEWAL

- a. Unless written notice of non-renewal is served by County upon Owner at least sixty (60) days before a renewal date or by Owner upon County at least ninety (90) days before a renewal date, this Contract shall be considered renewed under Section 4.
- b. The effect of a sale or transfer of any portion of the property, the subject of this Contract, except as provided in Paragraph 6.b., or failure of a portion of the subject property to meet the agricultural contract criteria, or failure to engage in an agricultural pursuit, may be treated as a breach of this Contract and County may

bring any action in court necessary to enforce this Contract, including, but not limited to, any action to enforce this Contract by specific performance or injunction.

- c. Upon receipt by Owner of written notice of non-renewal, Owner may protest the notice of non-renewal in writing. County may withdraw the notice before the next renewal date.
- d. Upon request by Owner, the County may authorize Owner to serve written notice of non-renewal on a portion of the property.

6. TRANSFER OF PROPERTY

- a. This Contract, and the covenants herein, shall run with the land and shall be binding upon and inure to the benefit of all successors in interest of Owner.
- b. In the event that Owner conveys a portion of the property under this Contract, Owner, in addition to the conveyee, shall remain subject to the terms of this Contract as to the conveyed portion unless and until the conveyee enters into a separate contract with the County. Owner understands that County will not enter into a separate contract with conveyee unless the conveyed portion of property meets the County's criteria for an agricultural preserve, and that County shall enter into a contract with the conveyee if the conveyed portion meets said criteria and exclude said conveyed portion from Owner's Contract.

7. EMINENT DOMAIN

- a. In this section:
 - (i) "public agency" means any public entity included within the definition of "public agency" in the 1965 Williamson Act and in any subsequent amendments to that Act; and
 - (ii) "individual" means any person authorized under Section 1001 of the Civil Code or under any other existing or future California law to acquire property by eminent domain.

- b. When any action in eminent domain for the condemnation of the fee title of an entire parcel of the property is filed or when such parcel is acquired in lieu of eminent domain for a public use or improvement by a public agency or individual or whenever there is any such action or acquisition by the federal government or any person, instrumentality or agency action under authority or power of the federal government, this Contract shall be deemed null and void as to the property actually being condemned or acquired as of the date the action is filed or the acquisition occurs, and for the purpose of establishing the value of the property, this Contract shall be deemed never to have existed. Upon the termination of such a proceeding or occurrence of such an acquisition, this Contract shall be null and void for all property actually taken or acquired.
- c. When such an action to condemn less than an entire parcel of the property is filed, or when such an acquisition to acquire less than the entire parcel of the property occurs, this Contract shall be deemed null and void as to the property actually condemned or acquired and shall be disregarded in the valuation process only as to the property actually being taken or acquired unless the remaining property will be adversely affected by the condemnation in which case the amount of just compensation shall be computed without regard to this Contract.

8. AMENDMENT

This Contract may be amended to the extent permitted by law applicable at the time of amendment.

9. EFFECT

This contract shall take effect upon approval by the County Board of Supervisors and automatically supersede any prior existing Williamson Act Contract.

10. SEVERABILITY

The invalidity of any provision in this Contract or its application to any particular factual situation will not affect the validity of any other provision or its application to any factual situation.

EL DORADO COUNTY

By: _____
Chair, Board of Supervisors

ATTEST:

Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Owners

(mab:WAC.CON)
(Revised 8/2022)

THE PROCEDURE FOR EVALUATING THE SUITABILITY OF LAND FOR AGRICULTURAL USE

The following methodology has been developed as a rational procedure to evaluate lands for agricultural potential and to offer protective policies that will act to preserve these lands for agricultural use. This system is the result of extensive meetings between the El Dorado County Agricultural Commission, the Soil Conservation Service and the County Planning Department staff. This system may be used to analyze any parcel of land in El Dorado County for its potential for agricultural use.

The agricultural potential of parcels will be rated on a scale of 0 to 100 points upon an evaluation of each of these five categories:

1. Soils
2. Climate
3. Water
4. Land Use
5. Parcel Size

Contiguous parcels under a common ownership shall be considered as a single unit. When the parcel or unit is variable in characteristics such as soil type or depth, slopes, climate, etc., it may be evaluated in segments, provided that each segment is 20 acres or larger.

The following criteria may exclude any parcel or land segment from being considered as potential agricultural land:

1. Soil depth less than 18 inches;
2. Elevation greater than 4,000 feet (except for timberlands);
3. Slopes in excess of 30 percent (except timber lands).

In arriving at the points to be awarded for each category, analyze each parcel or segment according to the array of information which is most applicable in the category. The cumulative total of points in all categories will determine the agricultural potential of a parcel or segment based upon major factors considered in this methodology.

Categories I, II, and III are the core of the most important prerequisite for agricultural lands, while Categories IV and V are modifiers based upon parcel size and surrounding land use.

The cumulative total of points in all categories determines the overall suitability of a parcel for agricultural use. By examining each category, then a cumulative point total of 60 points or greater will signify that a parcel has good agricultural capability and is to be protected as potential agricultural land suitable for agricultural use.

CATEGORY I
SOIL CAPABILITY AND CHARACTERISTICS
(40 points possible)

Points	Criteria
40	Assigned to all Class II and III soils located in a site.
30	Assigned to those Class IV, V and VI soils with a minimum depth of 40 inches.
20	Assigned to those Class IV, V and VI soils below 40 inches in depth, but with a minimum depth of 30 inches.
10	Assigned to those Class IV, V and VI soils below 30 inches in depth, but with a minimum depth of 24 inches.
0	Assigned to those Class IV, V and VI soils below 24 inches in depth, but with a minimum depth of 18 inches.
0	Assigned to those Class VII and VIII soils.

NOTES:

- ⌚ There are no Class I soils located in El Dorado County.
- ⌚ Parcels with mixed soil classifications or types shall be evaluated on the "Choice Soils" present, provided that "Choice Soils" constitutes 30% or more of the parcel. For those parcels that contain less than 30% "Choice Soils," the parcel shall be evaluated on the dominate soil class or type.
- ⌚ Soils "Capability Classes" are defined on page 38 of the *Soils Survey of El Dorado Area, CA, USDA Soil Conservation Service and Forest Service, April 1974.*
- ⌚ The "Guide to Mapping Units," found in the back of *Soils Survey of El Dorado Area, CA, USDA Soil Conservation Service and Forest Service, April 1974,* shows capability class each soil is in.

**CATEGORY II
CLIMATE
(25 points possible)**

Elevation. Assign 25 points if elevation at parcel or segment is between 1,500 and 3,000 feet; otherwise, assign points as listed on the following table.

NOTE: For timber, assign the total of 25 points for this category.

Points	Elevation
10	4,000'
11	3,900'
12	3,800'
13	3,700'
14	3,600'
16	3,500'
18	3,400'
20	3,300'

Points	Elevation
24	3,100'
25	1,500' - 3,000'
24	1,400'
21	1,300'
17	1,200'
14	1,100'
12	1,000'
10	900' or less

**CATEGORY III
AGRICULTURAL WATER
(15 points possible)**

Adequate agricultural water is necessary for the majority of crops in El Dorado County with most of the existing agricultural areas in the County being served by the EID or GDPUD systems. Some crops in the County can be dry-farmed successfully; established walnut orchards and vineyards are notable examples.

The intent of this category is to assign points to a parcel or segment based upon the criteria of water availability. Lands with agricultural potential and having piped water available allow for a greater range of choices for the type of crop to grow. These same lands having agricultural potential are also suitable for residential use. Due to the very limited extent of agriculturally-suited lands in El Dorado County, it is in the best interest of the residents in this County to utilize existing services where possible to serve these lands, but also to recognize that protection of good agricultural lands not currently served with public water is equally important.

The effect of this category will be to "weight" points to lands currently served by public water, where active protection by the County is most often required to reserve the good agricultural lands from being converted to primarily residential uses.

NOTE: For lands that are to be utilized for timber, assign 15 points for Category III.

Points	Criteria
15	Parcel or segment has existing water supplied by a public entity or existing on-site water systems.
10	(a) Parcel or segment is within the EID or GDPUD District; is not currently supplied by these entities but is adjacent to and has a reasonable and realistic potential to be served; or (b) Parcel or segment has a reasonable and realistic potential to develop an adequate on-site agricultural water system, most commonly in the form of deep wells or reservoirs.
5	Parcel or segment is not within the EID or GDPUD Districts and is not currently served by a public agency, but is within the LAFCO "Sphere of Influence" and has a reasonable potential to annex.
0	Parcel or segment is not within the EID or GDPUD Districts, is not within the LAFCO "Sphere of Influence," does not have a reasonable potential to annex and no reasonable potential to develop well water as determined by surrounding well reports or on-site drilling to at least a 300-foot depth.

**CATEGORY IV
PARCEL SIZE
(10 points possible)**

Points	Parcel Size
10	20 to 100+ acres
7	10 to 19.99 acres
5	5 to 9.99 acres
1	1 to 4.99 acres

**CATEGORY V
SURROUNDING LAND USE
(10 points possible)**

Points	Surrounding Land Use
10	Parcel is located within an established and recognized agricultural area (Agricultural District)
7	Parcel is located in an area having good crop potential but not yet intensively planted. Urbanization on adjacent parcels is slight to moderate.
5	Parcel is located in an area of good crop potential, but about half of the surrounding parcels are urbanized (less than 5 acres in size).
2	Parcel is located within an existing community.

A cumulative score of 60 points or more in all 5 categories signifies that a parcel or segment has a good agricultural capability.

EL DORADO COUNTY CHOICE AGRICULTURAL SOILS*

<u>Prime Farmland</u>	<u>Statewide Important Farmland</u>	<u>Unique & Soils of Local Importance</u>		
AfB	AsC	AfC	CoE	MsC
AfB2	AsC	AfC2	DfC	ReC
ArB	BhC	AfD	DfD	SbD
CmB	DfB	AgD	DmD	SfC2
HgB	HgC	ArC	HgD	SfD2
HhC	HrC	ArD	JrC	SkC
LaB	PgB	BhD	JrD	SkD
ReB	Rk	BpC	JtC	SkE
	SbC	BpD	JtD	SsC
	ScC	CkD	JvD	SsD
	SgC	CmC	MaD	SsE
	WaB	CmD	MrC	SuC
		CoC	MrD	SuD

*El Dorado County Choice Soils are defined as soil types that exhibit "choice" agricultural characteristics as delineated by the USDA-SCS and a local adhoc committee.

**COUNTY OF EL DORADO
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Application or Solicitation Number: _____

Application or Solicitation Title: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of the El Dorado County Board of Supervisors or to any County Agency Officer on or after January 1, 2023, by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes _____ No _____

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

- The Applicant Yes _____ No _____
- Subcontractor Yes _____ No _____
- The Applicant's agent/ or lobbyist Yes _____ No _____

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions on or after January 1, 2023, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

Date

Signature of Applicant

Print Firm Name if applicable

Print Name of Applicant

**EL DORADO COUNTY BOARD OF
SUPERVISORS AND COUNTY AGENCY
OFFICERS**

Board of Supervisors

John Hidahl, District One

George Turnboo, District Two

Wendy Thomas, District Three

Lori Parlin, District Four

Brook Laine, District Five

County Agency Officers

Jon DeVille, Assessor

Joe Harn, Auditor-Controller

Vern Pierson, District Attorney

Janelle K. Horne, Recorder-Clerk

Jeff Leikauf, Sheriff-Coroner-Public Administrator

K.E. Coleman, Treasurer-Tax Collector

Attachment A

GOVERNMENT CODE SECTION 84308

(a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

(b) While a proceeding involving a license, permit, or other entitlement for use is pending, and for 12 months following the date a final decision is rendered in the proceeding, an officer of an agency shall not accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party or a party's agent, or from any participant or a participant's agent if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution on the officer's own behalf, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit, or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. An officer of an agency shall not make, participate in making, or in any way attempt to use the officer's official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution

in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or a party's agent, or from any participant or a participant's agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7.

(d)(1) If an officer receives a contribution which would otherwise require disqualification under this section, and returns the contribution within 30 days from the time the officer knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, the officer shall be permitted to participate in the proceeding.

(2)(A) Subject to subparagraph (B), if an officer accepts, solicits, or directs a contribution of more than two hundred fifty dollars (\$250) during the 12 months after the date a final decision is rendered in the proceeding in violation of subdivision (b), the officer may cure the violation by returning the contribution, or the portion of the contribution in excess of two hundred fifty dollars (\$250), within 14 days of accepting, soliciting, or directing the contribution, whichever comes latest.

(B) An officer may cure a violation as specified in subparagraph (A) only if the officer did not knowingly and willfully accept, solicit, or direct the prohibited contribution.

(C) An officer's controlled committee, or the officer if no controlled committee exists, shall maintain records of curing any violation pursuant to this paragraph.

(e)(1) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party or the party's agent.

(2) A party, or agent to a party, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding shall not make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(3) When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in this section.

(f) This section shall not be construed to imply that any contribution subject to being reported under this title shall not be so reported.

Attachment B

COUNTY OF EL DORADO CAMPAIGN CONTRIBUTION DISCLOSURE INFORMATION

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use, including most contracts and franchises, pending before the Board of Supervisors (“Board”) of the County of El Dorado or any of its affiliated agencies.

IMPORTANT NOTICE

Government Code section 84308 (also known as the “Levine Act”) contains requirements that are summarized generally as follows:

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any member of the Board of Supervisors or other County official who may participate in your proceeding. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends 12 months after a final decision is rendered by the Board of Supervisors or other County officer. In addition, no Board member or other County official who may participate in your proceeding alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any Board member or other County officer who may participate in your proceeding during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual Board member or other County officer who may participate in your proceeding during the 12 months preceding the decision on the application or proceeding, that Board member or other County officer must disqualify himself or herself from the decision. However, disqualification is not required if the Board member or other County official returns the campaign contribution within 30 days from the time the member or official knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your application or proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving “a license, permit, or other entitlement for use” includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your “agent” is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are “agents.”
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency relationship, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different Board of Supervisors members or other County officer who may participate in your proceeding are not aggregated.
4. A list of the Board of Supervisors members and other County officials is attached.

This notice summarizes the major requirements of Government Code section 84308 of the Political Reform Act and California Code of Regulations, Title 2 sections 18438.1-18438.8.