

AMADOR CITY
AGENDA OF THE MEETING OF THE CITY COUNCIL

THURSDAY July 23, 7:00 P.M.

SPECIAL NOTICE

Pursuant to Paragraph 11 of Executive Order N-25-20, executed by the Governor of California on March 12, 2020, as a response to mitigating the spread of coronavirus known as COVID-19, during the July 16, 2020, meeting of the City Council of Amador City, California members of the public will be allowed to join Zoom Meeting.

David Groth is inviting you to a scheduled Zoom meeting.

Topic: Amador City Council Special Set Meeting
Time: Jul 23, 2020 08:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82118526146?pwd=eUhhREtxZkV0aVNnYVdoc1Q5anZYdz09>

Meeting ID: 821 1852 6146

Passcode: 558613

Members of the public wanting to address the Council, either during public comment or for a specific agenda item, or both, are requested to send an email notification no later than 6:00 p.m. on the day of the meeting to the Amador City Council Clerk, Joyce Davidson, at cityclerk@amadorcity.net. Public comment should identify the agenda item it seeks to address, and be limited to 300 words or less. Public comment will be read at the time such agenda item it references is called.

Discussion and possible action on all items

1. CALL TO ORDER
2. Pledge of Allegiance
3. ROLL CALL-
- APPROVAL OF AGENDA
4. CONSENT AGENDA – None
5. PUBLIC MATTERS NOT ON THE AGENDA – Discussion items only, no action to be taken. Any person may address the council at this time on any subject matter within the jurisdiction of the Amador City Council. Any item that requires action will be deferred to a subsequent council meeting. Five minute time limit. -
6. **Public Hearing**
 - A. **Resolution # 575 – Adopting List Projects under SB1 – Road striping and solar speed signs**
 - B. **Resolution #576 – Easement for Amador City Tavern – Kevin Carter**

**CITY OF AMADOR CITY
RESOLUTION 575**

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2019-20 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$ *3,500,000* in RMRA funding in Fiscal Year 2020-21 from SB 1; and

WHEREAS, this is the fourth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets, roads, bridges, add active transportation infrastructure throughout the City this year and similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an at-risk condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Amador City, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with fiscal year 2020-21 Road Maintenance and Rehabilitation Account revenues:

- Project Description: Striping, Painting Signage on all Roadways
Project Location: Downtown Main Street and all residential area streets
Est. Useful Life: 10-20 years
Est. Project Schedule: July-November 2020/2021 weather permitting

Project Description: Install solar speed signs at both ends of City on Main Street Highway 49

Project Location: South end of City on East side of Highway 49 at City Limit and North end of City on South side of Highway 49 at City Limit

Est. Useful Life: 10-20 years

Est. Project Schedule: July-November 2020/2021 weather permitting

PASSED AND ADOPTED by the City Council of the City of Amador City, State of California this 23rd day of July, 2020, by the following vote:

Ayes

Noes

Abstained

Absent

Dave Groth, Mayor

Joyce Davidson, City Clerk

**RESOLUTION OF THE CITY COUNCIL OF AMADOR
CITY APPROVING GRANT OF INGRESS AND EGRESS
EASEMENT**

Resolution No.: 2020-576

Whereas, the City of Amador City (“City”) is the owner of that certain parcel of land commonly known as the Culbert Park, and numbered 14370 Keystone Alley, Amador City, California, hereafter referred to as the “City Property;”

Whereas, the entity Break Even Brewing, LLC, hereafter described as “Grantee” being the beneficiary of the City’s proposed easement, desires to obtain an express right of ingress and egress across the City Property in order to access pre-existing improvements on parcels owned by Grantee;

Whereas, the City desires to grant an easement for the purpose of ingress and egress to Grantee over and across the City Property;

NOW THEREFORE, the CITY COUNCIL of the AMADOR CITY does hereby RESOLVE and ORDER as follows:

SECTION 1. The Mayor is hereby authorized to enter into the easement agreement with Grantee, in the form accompanying this Resolution, for the purpose of granting an express right of ingress and egress to Grantee, and to execute the easement deed which is also hereby approved.

SECTION 2. The City finds that ingress and egress rights are not inconsistent with current usage of the easement areas, and that there is no environmental impact resulting from such use, and therefore the grant of easement authorized is exempt from CEQA. Furthermore, the City finds that granting ingress and egress usage facilitates local business and usage of private property within the City and therefore provides a public benefit.

SECTION 3. The City staff is directed to perform such other acts as are necessary to effectuate the grant authorized by this Resolution.

PASSED AND ADOPTED this 23rd Day of July, 2020.

AYES:

NOES:

ABSENT:

David Groth
Mayor
Amador City, California

EASEMENT AGREEMENT

This easement agreement ("Agreement") is entered into on the _____ day of _____, 2020, by and between the City of Amador City, a municipal corporation (hereinafter "Grantor"), and Break Even Brewing, LLC (hereinafter "Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property located in the City of Amador City, County of Amador, State of California, more particularly described as: that certain parcel of land delineated and designated as "T.L. CULBERT PARK 1.7 AC" upon that certain official map entitled "RECORD OF SURVEY FOR THE CITY OF AMADOR CITY "T.L. CULBERT PARK", and filed for record in the office of the Recorder of Amador County in Book 57 of Maps and Plats at Page 11 (hereinafter "Grantor's Property"); and

WHEREAS, Grantee is the owner of certain real property located adjacent to Grantor's Property within the City of Amador City, County of Amador, State of California, more particularly described as: that certain parcel of land delineated and designated as "LOT 16, BLOCK 2 0.21 Acre" upon that certain official map entitled "RECORD OF SURVEY for KEVIN CARTER", and filed for record in the office of the Recorder of Amador County in Book 66 of Maps and Plats at Page 38 (hereinafter "Grantee's Property"); and

WHEREAS, Grantee desires to obtain easements over and across Grantor's Property and appurtenant to Grantee's Property for the purpose(s) of facilitating reasonable ingress and egress to the upper and lower portions of Grantee's Property (hereinafter "Easements"); and

WHEREAS, Grantor finds that it is in the public interest to grant the requested Easements because facilitating reasonable ingress and egress to Grantee's Property will promote orderly development within the City while not constituting an unreasonable burden upon Grantor's Property; and

WHEREAS, Grantor finds, and Grantee stipulates, that the enjoyment by Grantee of the requested Easements will not affect, alter, delay, or in any material way prevent Grantor from pursuing the development of a City park on Grantor's Property.

NOW, THEREFORE, in consideration of the promises and of the mutual obligations and agreements herein contained, the parties hereby agree as follows:

1. The foregoing recitals are incorporated here by reference and made a part of this Agreement.
2. Grantor hereby grants to Grantee two nonexclusive easements over and across Grantor's Property and appurtenant to Grantee's Property, as such easements are described and depicted in Exhibits A and B incorporated herewith. The purpose(s) of said Easements shall be limited to ingress and egress.

3. Grantee shall at no time utilize the Easement areas for the parking or staging of motor vehicles, equipment, materials or the like, and shall at no time and in no manner obstruct or cause to be obstructed the Easement areas. The Grantee shall keep the Easement area free and clear of all objects, within its control or influence, that may interfere with the free access and use of said property by the Grantor and the public.
4. Grantee shall at no time use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on Grantor's Property.
5. Grantee shall not interfere with the use by, and operation and activities of, Grantor or Grantor's invitees on Grantor's Property and the Easement areas. Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor. No obstruction to the Easement area, including but not limited to fences may be construed in or around the Easement areas by Grantee.
6. Grantee shall make reasonable efforts to accommodate Grantor's utilization of the Easement areas for Grantor's own purposes, including Grantor's future activities toward development of a City park on Grantor's Property. Grantee may at no time and shall in no manner or form interfere with Grantor's future activities toward development of a City park on Grantor's Property.
7. Grantee shall, at Grantee's sole cost and expense, maintain the Easement areas in good condition and repair all damage and wear to the Easement area caused by its, and its invitees, usage of the same for any purpose authorized by this Agreement.
8. The Easements granted herewith are subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to Grantor's Property and the Easement areas, whether or not of record. The Grantor makes no warranty express or implied by entering this Agreement or the easement grant. Grantee stipulates and agrees that it has or will obtain all environmental, regulatory, and other legal compliance suitable for every use contemplated by this Agreement and undertaken by Grantee.
9. Grantee, at its sole cost and expense, shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements.
10. Grantee shall be responsible for damage to Grantor's Property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition Grantor's Property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement areas.

11. This Grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement areas, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee shall defend, indemnify, and hold harmless Grantor, its officials, officers, employees, agents, students, invitees and guests from any and all liability, claims, demands, loss, costs, or obligations on account of, or arising out of, any exercise of the Easement or use of the Easement areas by Grantee or Grantee's contractors, agents, officers, members, employees, invitees, and licensees, however occurring. Expressly included in this provision is any claim that Grantee failed to procure rights or otherwise comply with its obligations in Sections 8 and 9 hereof.
12. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the parties hereto.
13. Should any use authorized by this Agreement remain unexercised for a period of six months or longer, such use shall be deemed abandoned by Grantee.
14. This Agreement does not authorize improvements to the Easement area, should any road and utility improvements later be contemplated by the Grantee, the Parties may enter into a road maintenance agreement, or may modify this Agreement when specific improvements are brought before the City Council.
15. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

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

GRANTOR: CITY OF AMADOR CITY,
a municipal corporation

By: _____

GRANTEE: BREAK EVEN BREWING, LLC

By: _____

DRAFT

RECORDING REQUESTED BY:

Kevin Carter

**MAIL TAX STATEMENT
AND WHEN RECORDED MAIL DOCUMENT TO:**

Kevin Carter
13010 Twin Pines Road
Sutter Creek, CA 95685

Space Above This Line for Recorder's Use Only

A.P.N.: 008-310-016-000

File No.: ()

EASEMENT GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$0.00; CITY TRANSFER TAX \$0.00;
SURVEY MONUMENT FEE \$0.00

- computed on the consideration or full value of property conveyed, OR
- computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- unincorporated area; City of **Amador City**, and
- Exempt from transfer tax; Reason: **Easement Deed**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
City of Amador City, a municipal corporation of the State of California

hereby GRANT(s) to **Break Even Brewing, LLC**

the following described property in the City of **Amador City**, County of **Amador**, State of **California**:

See Attached Exhibits A & B

Mail Tax Statements To: **SAME AS ABOVE**

Date: **05/12/2020**

A.P.N.: 008-310-016-000

File No.: ()

Dated: May 12, 2020

City of Amador City

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 _____)SS

COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

This area for official notarial seal.

Notary Signature

Exhibit "A"

LEGAL DESCRIPTION
Easements to Lot 16, Block 2, Amador City

Easements for ingress, egress, public utilities, and related improvements, lying within the City of Amador City, County of Amador, State of California, and being on, over and through two strips being more particularly described as follows:

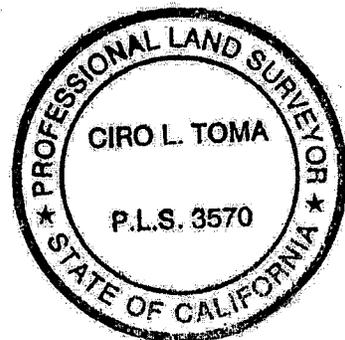
Easement "A"

Beginning at the Southwest corner of "LOT 16, BLOCK 2 0.21 Acre", as shown and so designated upon that certain official map entitled "RECORD OF SURVEY for KEVIN CARTER", and filed for record in the office of the Recorder of Amador County in Book 66 of Maps and Plats at Page 38; thence, from said point of beginning, along the South line of said Lot 16, North 68° 00' 00" East 72.00 feet; thence, leaving said South line, South 22° 18' 43" East 12.00 feet; thence South 68° 00' 00" West 72.00 feet to the East line of Old Route Highway 49; thence, along said East line, North 22° 18' 43" West 12.00 feet to the point of beginning, and containing 864 square feet of land, more or less.

Easement "B"

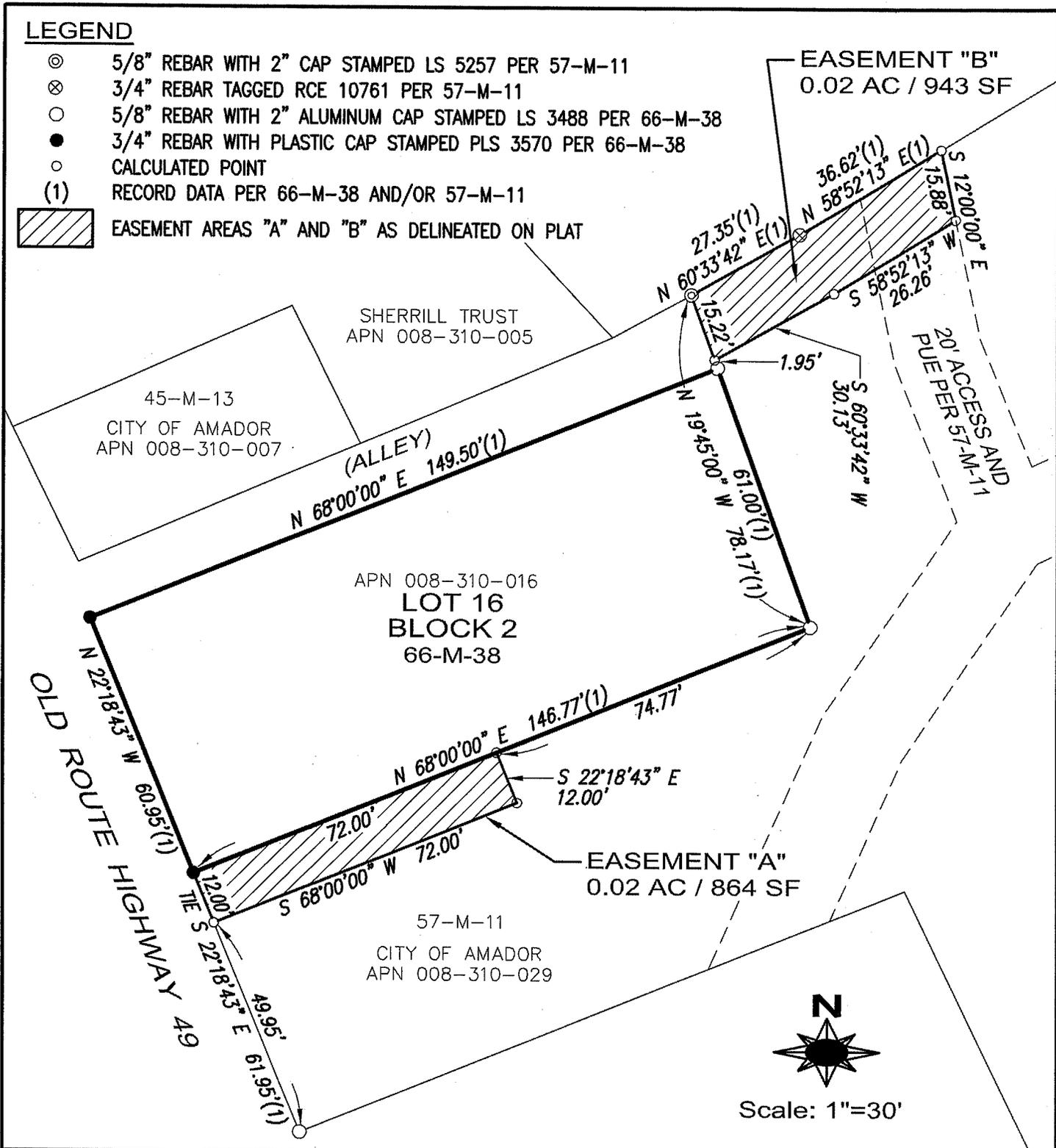
Beginning at the Northwest corner of that certain parcel of land delineated and designated as "T. L. CULBERT PARK 1.7 AC." upon that certain official map entitled "RECORD OF SURVEY FOR THE CITY OF AMADOR CITY "T. L. CULBERT PARK", and filed for record in the office of the Recorder of Amador County in Book 57 of Maps and Plats at Page 11, said point of beginning being also on the North line of an existing alley; thence, from said point of beginning, along the North line of said T. L. CULBERT PARK parcel of land and the North line of said existing alley, North 60° 33' 42" East 27.35 feet; thence North 58° 52' 13" East 36.62 feet to the East line of Keystone Alley; thence, along said East line of Keystone Alley, South 12° 00' 00" East 15.88 feet; thence, leaving said East line, South 58° 52' 13" West 26.26 feet; thence South 60° 33' 42" West 30.13 feet to a point from which the Northeast corner of the hereinabove referred to Lot 16 bears South 19° 45' 00" East 1.95 feet distant; thence North 19° 45' 00" West 15.22 feet to the point of beginning, and containing 943 square feet of land, more or less.

 6/17/2020
Ciro L. Toma PLS 3570 License expires 06/30/22



LEGEND

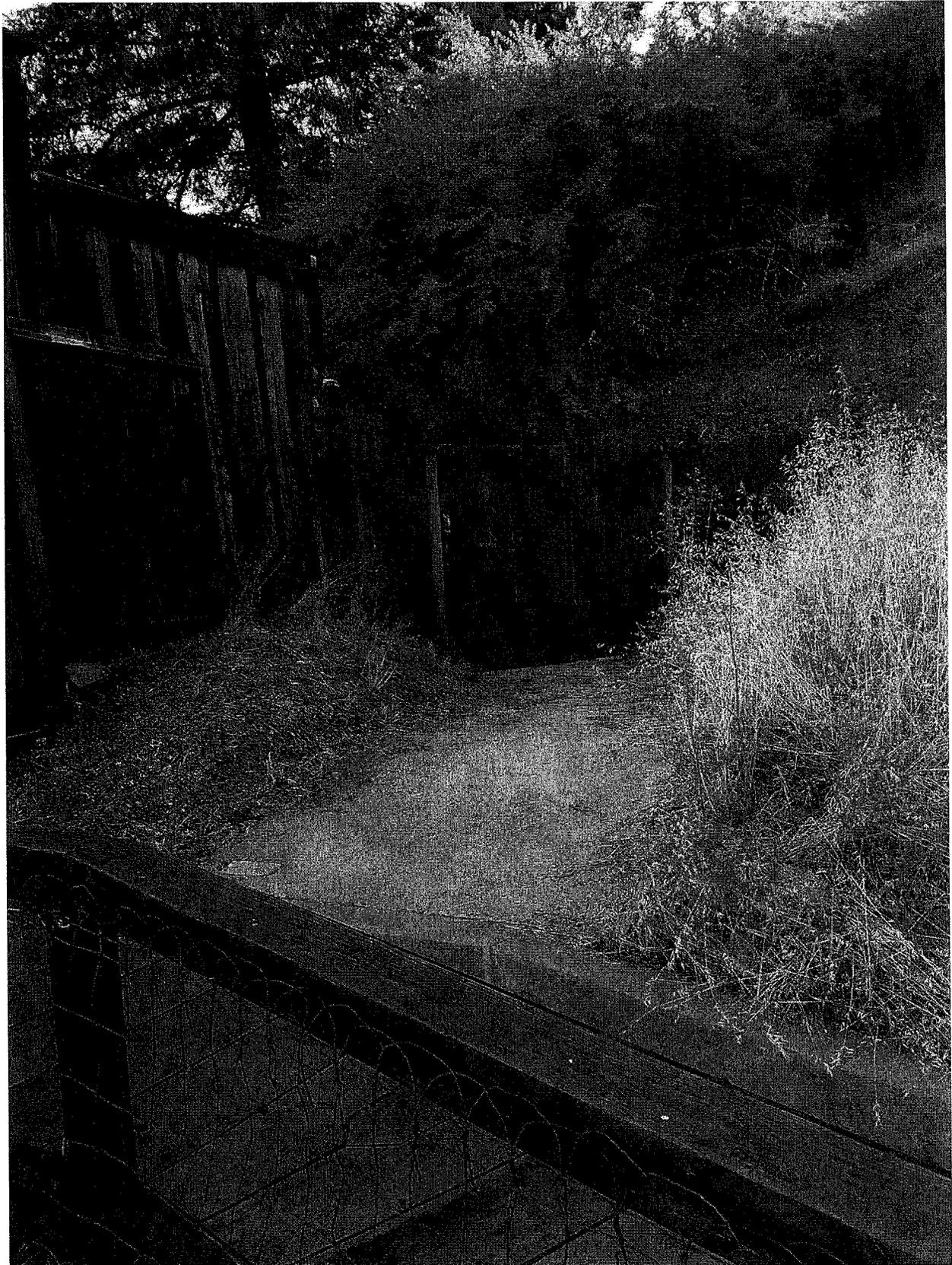
- ⊙ 5/8" REBAR WITH 2" CAP STAMPED LS 5257 PER 57-M-11
- ⊗ 3/4" REBAR TAGGED RCE 10761 PER 57-M-11
- 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED LS 3488 PER 66-M-38
- 3/4" REBAR WITH PLASTIC CAP STAMPED PLS 3570 PER 66-M-38
- CALCULATED POINT
- (1) RECORD DATA PER 66-M-38 AND/OR 57-M-11
-  EASEMENT AREAS "A" AND "B" AS DELINEATED ON PLAT



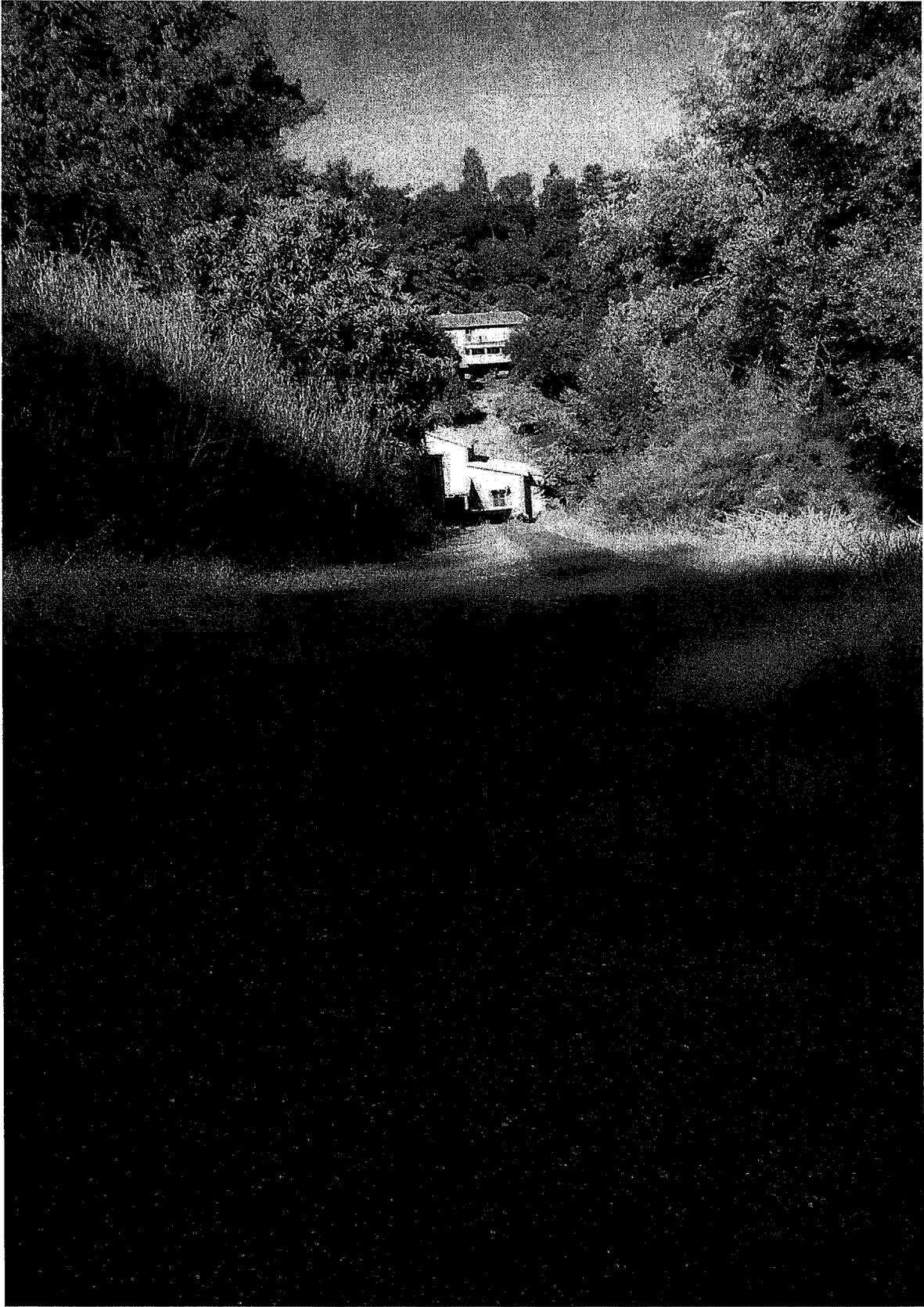
SHEET	DATE: 6.17.2020
1	SCALE: 1" = 30'
OF 1 SHEET	DRAWN BY: GAW
	JOB NO.: 1911-10

EXHIBIT B
EASEMENTS
 LOT 16, BLOCK 2 PER 66-M-38
 CITY OF AMADOR CITY
 AMADOR COUNTY, CALIFORNIA


TOMA & ASSOCIATES INC.
 ENGINEERING - SURVEYING
 PLANNING
 41 Summit Street, Jackson CA 95642
 (209) 223-0156



Easement B area – looking east



Easement A area – looking west