

**CITY COUNCIL OF AMADOR CITY
DRAFT, REGULAR MEETING AGENDA
THURSDAY, 15 AUGUST 2024
7:00 PM**

The agenda for this regular meeting is distributed to the City Council and posted in public locations in Amador City less than 72 hours prior to the meeting. Any pertinent documents related to Regular Agenda Items will be distributed to Council Members less than 72 hours prior to the meeting and available at City Hall during City Hall hours.

In-person participation by the public is welcomed. City Council Meetings will also be broadcast on the City's YouTube channel at: <https://www.youtube.com/@amadorcitycouncil>

Members of the public not attending in-person may submit written comments prior to the meeting by emailing their comment to the City Clerk at cityclerk@amador-city.com before 11:00 AM on the day of the meeting. Emailed public comments will be distributed to City Council and made part of the official record.

In compliance with the Americans with Disabilities Act, individuals may request disability-related accommodations by contacting the City Clerk before 11:00 AM on the Monday before the Council meeting. City Hall is wheelchair accessible.

- 1. MEETING CALLED TO ORDER**
- 2. FLAG SALUTE/PLEDGE OF ALLEGIANCE - *Petra Henry***
Leading City Council and the Amador City community in the Flag Salute and Pledge of Allegiance this evening is Petra Henry, a new resident in Amador City.
- 3. ROLL CALL/ESTABLISH A QUORUM**
Council Members Susan Bragstad, Bruce Sherrill, Anne Kel-Artinian, Sandy Staples
- 4. APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA 15 AUGUST 2024**
- 5. PUBLIC COMMENT**
Under provisions of the California Code, citizens wishing to address the Council for any matter not on the agenda may do so at this time. Comments are limited to five minutes or less and speakers are asked to state their name or organization. Under provisions of the California Government Code, the City Council is prohibited from materially discussing or acting on any item not on the agenda unless it can be demonstrated to be of an emergency nature or an urgent need to take immediate action arose after the posting of the agenda.
- 6. PRESENTATIONS/PROCLAMATIONS/APPOINTMENTS/CORRESPONDENCE**
 - 6A. Letter of Invitation to Petra Henry, 8 August 2024

7. CONSENT CALENDAR ITEMS

All matters listed under the Consent Calendar are to be considered routine by the City Council and will be enacted by one motion in the form listed. There will be no separate discussion of these items unless, before the City Council votes on the motion to adopt, members of the Council, staff or the public request specific items to be removed from the Consent Calendar for separate discussion and action.

- 7A. Regular Meeting Agenda Minutes of 18 July 2024
- 7B. Financial-Fiscal Statement

8. ORDINANCES AND PUBLIC HEARINGS

- 8A. NON-SUBSTANTIVE CORRECTIONS, AS REQUESTED BY CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, TO ORDINANCE 186, APPROVED BY MOTION AND COUNCIL VOTE, 28 MAY 2024 - *Sandy Staples*
Attachment: ORDINANCE 186, Adding Chapter 3.21 to the Amador City Municipal Code to Establish One-Quarter Percent (1/4%) Transactions and Use Tax (with the requested corrections)
Recommended Action: Approve ordinance with requested non-substantive corrections by motion with Council vote.

9. REGULAR AGENDA ITEMS

- 9A. OPEN SEAT ON CITY COUNCIL - *Sandy Staples*
Attachment: Letter of interest from Nicola (Nikko) Ambroselli
Recommended Action: Approve appointment of Nikko Ambroselli to the Open Seat on City Council for the remainder of its term by motion with Council vote.

- 9B. ACES: Rate Adjustments discussion of rate adjustment and proposed multi-year Proposition 218 notice to Amador City residents
- *Paul Molinelli, Sr./Dave Groth*
Attachments: letter dated June 11, 2024, ACES, Paul Molinelli, Sr.
Draft Notice of Public Hearing: Proposed Adjustments to Rates for Solid Waste Service Fees
Recommended Action: Approve multi-year Proposition 218 Notice of Public Hearing regarding multi-year rates for solid waste service fees to be scheduled at least 45 days from notification to property owners and residents by motion with Council vote.

- 9C. ACES: Assignment of Franchise Agreement - *Paul Molinelli, Sr./Dave Groth*
Attachment: letter dated July 18, 2024, ACES, Paul Molinelli, Sr.
Recommended Action: Consent to assign Amended and Restated Franchise Agreement for Solid Waste and Recycling Collection and Disposal Services under Article M - Assignment, Republic Services by motion with Council vote.

9D. RESPONSE FROM REQUEST FOR PROPOSALS (RFP) TO PROVIDE CPA SERVICES TO THE CITY - *Holly Groth/Sandy Staples*
Attachment: Proposal from Cathy Castillo, CPA
Recommended Action: Approve contract with Cathy Castillo, CPA by motion with Council vote.

9E. ARSA DISSOLUTION: Next Steps - *Pat Keene/Dave Groth*
Attachments: Resolution No. 630
Amendment to the Joint Exercise of Powers Agreement between the County of Amador, the City of Amador City, and the City of Sutter Creek
Recommended Actions: Approve Resolution No 630 by motion with Council vote.
Approve Amendment to the Joint Exercise of Powers Agreement between the County of Amador, the City of Amador City, and the City of Sutter Creek by motion with Council vote.

9F. GOVERNMENT OF AMADOR CITY
Amador City is a general law city, governed by a city council (CA Government Code section 36501). Amador City does not have an ordinance establishing a council-manager form of government (CA Government Code section 34851). This form of government allows a city to establish the position of City Manager. - *Pat Keene/Sandy Staples*
Attachment: California Legislative Information Letter, July 18, 2022, regarding position of City Manager
Recommended Actions: Determine if Council wishes to propose a change of City governance to a council-manager form of government through the ordinance process by motion with Council vote.

10. ADMINISTRATIVE REPORTS AND COMMENTS

10A. CITY MANAGER'S REPORT AND COMMENTS

10B. CITY ATTORNEY'S REPORT AND COMMENTS

10C. CITY COUNCIL MEMBERS' REPORTS AND COMMENTS

10D. PERMIT LOG

11. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

12. CLOSED SESSION *NONE*

13. ADJOURNMENT

The next regular scheduled City Council meeting is Thursday, 18 September 2024 at 7:00 PM

6A



CITY OF AMADOR CITY
INCORPORATED JUNE 2, 1915
California

Petra Henry
PO Box 252
Amador City, CA 95601

8 August 2024

Dear Petra,

As Mayor of Amador City, I am writing to invite you to the City Council meeting on Thursday, August 15, 2024, to lead the City Council and the community in the Flag Salute and Pledge of Allegiance. It will be an honor to have your participation, as a new Amador City resident, in the City Council meeting.

You have been eager to meet your new neighbors and to connect with friends from school who also live in Amador City. I am pleased to be one of those new neighbors!

I am looking forward to you joining us on Thursday at 7:00 PM. You are welcome to have your family and friends there.

Sincerely,

Sandy Staples
Mayor, Amador City
sandy.staples@amador-city.com
209.481.1513

P.S. Petra, you do not have to stay for the whole meeting (smile).

7A

CITY COUNCIL OF AMADOR CITY
MINUTES OF THE REGULAR MEETING

JULY 18, 2024

7:00 P.M.

1. MEETING CALLED TO ORDER
2. FLAG SALUTE/PLEDGE OF ALLEGIANCE – CASH JAMESON UNGUEZ
3. ROLL CALL /ESTABLISH A QUOREM – Council Members Susan Bragstad, Bruce Sherrill Anne Kel-Artinian, Sandy Staples – present
4. APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA JULY 18, 2024 – Moved by Bragstad, 2nd by Sherrill approved unanimously
5. PUBLIC COMMENT – None
6. PRESENTATIONS/PROCLAMATIONS/APPOINTMENTS/CORRESPONDENCE – Letter to Cash Jameson Unquez July 9, 2024
7. CONSENT CALENDAR -Remove 7 B. Kel-Artinian moved, second by Bragstad, approved unanimously
8. ORDINANCES AND PUBLIC HEARINGS – None
9. REGULAR AGENDA ITEMS
 - A. Draft Budget for Fiscal Year 2024-25 – Motion to accept Draft Budget by Kel-Artinian, 2nd by Bragstad, approved unanimously
 - B. Resolution #628 – Delinquent Sewer Bill on Tax Roll – Motion to approved by Kel-Artinian, 2nd by Bragstad, approved unanimously
 - C. Resolution #629 – Authorizing City to call for Election – Anne Kel-Artinian will not be seeking re-election, hence an open seat, Susan Bragstad will be up for re-election and the Treasurer, Holly Groth will be up for re-election. Motion to authorize call for election by Kel-Artinian, 2nd by Bragstad, approved unanimously.
 - D. Most recent sewer bill received from Sutter Creek showed a 67% increase. Discussion regarding their information and sewer study, and our not paying increase until we see justification. We did not receive advance notice of increase. Kel-Artinian moved to authorize payment of current amount and to request meeting with Sutter Creek to determine validity of bill, 2nd by Bragstad, approved unanimously.
 - E. Up date Status of City Hall/Old Schoolhouse - Working with insurance adjuster – will go to bid in August. RFP given to three local contractors. To be weather tight by fall.
10. ADMINISTRATIVE REPORTS AND COMMENTS
 - A. Creek Cleaning to be completed by end of July paid for by CIRA Liability funds
 - B. Attorney – Letter to Broucaret/Fleehart property owner, sent 3 weeks ago.
 - C. No animals were picked up by Animal Control between Jan-June – No charges ARSA cancelled, Air cancelled, ACRA will clean up handi-cap ramp at City Hall, Sewer issues reported by Sherrill – some very small towns in California treat their own sewage, LAFCO will vote in September on consolidating Lockwood and

Amador County Fire District, City Hall Park waiting for striping by Campbell Construction (weather sensitive project).

D. Permit Log

11. Nothing
12. Closed Session – None
13. Adjournment – Next regular meeting August 15, 2024

7B

8A

ORDINANCE NO. 186

AN ORDINANCE OF THE PEOPLE OF THE CITY OF AMADOR CITY, CALIFORNIA
ADDING CHAPTER 3.21 TO THE AMADOR CITY MUNICIPAL CODE TO ESTABLISH
A ONE-QUARTER PERCENT (1/4%) TRANSACTIONS AND USE TAX FOR A PERIOD
OF TEN YEARS, SAID TAX TO BE ADMINISTERED BY THE CALIFORNIA
DEPARTMENT OF TAX AND FEE ADMINISTRATION

THE PEOPLE OF THE CITY OF AMADOR CITY DO HEREBY ORDAIN AS FOLLOWS:

Section 1. Chapter 3.21 is hereby added to Title 3 of the Amador City Municipal Code ("Revenue and Finance") and shall read as follows:

"3.21.010 TITLE. This chapter shall be known as the Amador City Transactions and Use Tax Ordinance. The City of Amador City hereinafter shall be called "City." This chapter shall be applicable in the incorporated territory of the City.

3.21.020. OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the effective date of this chapter, the effective date being as set forth below.

3.21.030 PURPOSE. This chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Cal. Revenue and Taxation Code and § 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax chapter which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax chapter that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Cal. Revenue and Taxation Code.

C. To adopt a retail transactions and use tax chapter that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax chapter that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Cal. Revenue and Taxation Code, minimize the cost of collecting the transactions

and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this chapter.

3.21.040 CONTRACT WITH STATE. Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax chapter; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.21.050 TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of an additional one-quarter percent (1/4%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this chapter.

3.21.060 PLACE OF SALE. For the purposes of this chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.21.070 USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this chapter for storage, use or other consumption in said territory at the rate of an additional one-quarter percent (1/4%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.21.080 ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Cal. Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Cal. Revenue and Taxation Code are hereby adopted and made a part of this chapter as though fully set forth herein.

3.21.090 LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES.

In adopting the provisions of Part 1 of Division 2 of the Cal. Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, California Department of Tax and Fee Administration, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this chapter.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Cal. Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In §§ 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Cal. Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in § 6203 of the Cal. Revenue and Taxation Code and in the definition of that phrase in § 6203.

3.21.100 PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under § 6067 of the Cal. Revenue and Taxation Code, an additional transactor's permit shall not be required by this chapter.

3.21.110 EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this division (B)(2), delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with § 4000) of Division 3 of the Cal. Vehicle Code, aircraft licensed in compliance with § 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with § 9840) of the Cal. Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this chapter.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this chapter.

5. For the purposes of paragraphs (B)(3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this chapter, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in §§ 6366 and 6366.1 of the Cal. Revenue and Taxation Code.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this chapter.

4. If the possession of, or the exercise of any right or power over, the tangible

personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this chapter.

5. For the purposes of paragraphs (C)(3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in paragraph (C)(7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with § 4000) of Division 3 of the Cal. Vehicle Code, aircraft licensed in compliance with § 21411 of the Cal. Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with § 9840) of the Cal. Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this chapter may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Cal. Revenue and Taxation Code with respect to the sale of the property the storage, use or other consumption of which is subject to the use tax.

3.21.120 ANNUAL AUDIT. By no later than December 31 of each year, the City shall cause an independent auditor to complete a "Amador City Transactions and Use Tax Ordinance Report." Such report shall review whether the tax revenues collected pursuant to this ordinance are collected, managed and expended in accordance with the requirements of this chapter.

3.21.130 AMENDMENTS. All amendments subsequent to the effective date of this chapter to Part 1 of Division 2 of the Cal. Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Cal. Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Cal. Revenue and Taxation Code, shall automatically become a part of this chapter, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this chapter.

3.21.140 ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under

this chapter, or Part 1.6 of Division 2 of the Cal. Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.21.150 SEVERABILITY. If any provision of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of this chapter and the application of such provision to other persons or circumstances shall not be affected thereby.

3.21.160 OVERSIGHT COMMITTEE. The City Council shall establish the "City of Amador City Transactions and Use Tax Oversight Committee", which shall review the collection and expenditure of funds generated by the tax established by this Chapter and shall make recommendations to the City Council as appropriate. The number, qualifications and duties of Committee members shall be established by ordinance or resolution of the City Council.

3.21.160. EFFECTIVE DATE Pursuant to California Revenue and Taxation Code Section 7285.9, the tax was approved by supermajority vote of qualified voters of Amador City voting in an election on the issue on March 5th, 2024. This Ordinance shall be effective upon the approval by supermajority vote of two-thirds of City Council.

3.21.160. TERMINATION DATE. The authority to levy the tax imposed by this chapter shall automatically expire on January 1, 2035, without further action by the City Council or the voters of the City. After said date, the tax imposed by this Chapter can only be continued or reestablished by a majority vote of Amador City voters pursuant to California Proposition 218."

The Mayor is hereby authorized to attest to the adoption of this ordinance by signing where indicated below.

Sandra Staples, Mayor

ATTEST:

City Clerk

9A

Nicola Ambroselli

PO Box 501
Amador City, CA 95601
coating_frilly.0w@icloud.com

5th August 2024

Amador City Council

PO Box 200
Amador City, CA 95601

Amador City Council Members,

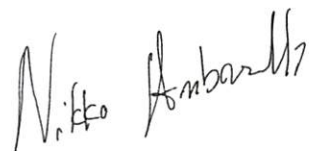
I am writing to express my sincere interest in the open position on the Amador City Council. As a dedicated resident of Amador City for the past four years, I have developed a deep connection with our community. My wife and I are proud to run a local business, contributing to the vitality of our town, while also raising our two young sons, Atlas and Enzo, aged 5 and 3.

My professional and personal experiences have equipped me with a unique perspective and a strong commitment to fostering a thriving and inclusive community. I am passionate about contributing to the strategic direction and future growth of Amador City. I believe my background and dedication to our city make me a valuable candidate for the City Council.

I am eager to bring my skills, enthusiasm, and dedication to this role and to work collaboratively with fellow council members to address the needs and aspirations of our community.

Thank you for considering my application. I look forward to the opportunity to further discuss how I can contribute to the future of Amador City.

Sincerely,



Nicola Ambroselli

9B



6500 Buena Vista Rd Lone, CA 95640

209-274-2237
aceswaste.com

RECEIVED JUN 24 2024

June 11, 2024

Ms. Joyce Davidson
City Clerk
City of Amador City
P.O. Box 200
Amador City, CA 95601

Attn: Ms. Joyce Davidson (city.clerk@amador-city.com)

Re: 2024 Rate Adjustment

Dear Ms. Davidson,

As per our contract requirements, please accept this letter as our official request to meet with you to discuss an adjustment in rates for solid waste and recycling collection in the City of Amador City.

Attached are your current rates, along with the proposed rates.

We would also like to discuss proposing a multi-year Proposition 218 notice this year. Other local jurisdictions have implemented up to five (5) year notices, which reduces costs associated with the rate adjustment process.

Please let us know if you have questions or need additional information.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Paul Molinelli, Sr.", written in a cursive style.

Paul Molinelli, Sr.
President

Enclosures (2)

1. Proposed Rate Adjustment, effective 10/1/2024
2. Amador City P&L



CITY OF AMADOR CITY
INCORPORATED JUNE 2, 1915
California

CITY OF AMADOR CITY

NOTICE OF PUBLIC HEARING

**PROPOSED ADJUSTMENTS TO RATES FOR SOLID WASTE
SERVICE FEES**

NOTICE IS HEREBY GIVEN that the City of Amador City ("City") will hold a Public Hearing on October 17, 2024 at 6:00 p.m. in the City Hall, located at 14531 E School Street, Amador City, CA, to consider the adoption of adjustments to the rates for solid waste service fees applicable to the parcel for which you are shown as the record owner or customer of record. The rate adjustment proposed to be imposed on your parcel (or to you as a direct customer) and the basis upon which it was calculated is described in more detail below.

The purpose of the hearing is to consider all written protests against the rate adjustments. As the record owner or customer of record of a parcel identified to be subject to the imposition of the proposed rate adjustment, you may submit a written protest against the proposed rate adjustments. However, if the identified parcel has more than one record owner and/or customer of record, only one written protest will be counted. Each protest must (1) be in writing; (2) state that you are opposed to the specific rate adjustments (for solid waste service fees) 3) provide the location of the identified parcel (by assessor's parcel number or street address); and (4) include the original signature of the record owner or customer of record submitting the protest. Protests submitted by e-mail, or other electronic means will not be accepted. Oral comments at the public hearing will not qualify as formal protests unless accompanied by a written protest. Written protests may be submitted by mail or hand-delivered to the **City Clerk, City of Amador City, P.O. Box 200, Amador City, CA 95601**, or in person at the public hearing, so long as they are received prior to the conclusion of the public hearing on October 17, 2024. Please identify on the front of the envelope for any protest, whether mailed or submitted in person to the City Clerk, that the enclosed letter is for the public hearing on the solid waste rate adjustment.

If at the close of the public hearing, written protests against the proposed rate adjustment are not presented by a majority of the record owners or customers of record of the identified parcels upon which they are proposed to be imposed, the City Council may adopt the proposed rate adjustment to the solid waste service fee. If Council approves the rate adjustments for three years, the rates will be adjusted on October 1, 2025, and annually thereafter each October 1 up to and through October 1, 2027.

PROPOSED RATE ADJUSTMENTS

The City has awarded a franchise to ACES Waste Services that allows ACES to collect solid waste generated in Amador City from those customers who choose to receive solid waste service. The franchise agreement entitles ACES to receive periodic rate adjustments, calculated based primarily on annual percentage change for the prior calendar year, in the Consumer Price Index (CPI), All Urban Consumers for the San Francisco-Oakland-Hayward, CA Metropolitan Area, as determined by the United States Department of Labor Statistics and fees to dispose of the waste, such as tipping fees, pass-through county and landfill fees.

ACES has requested a three-year increase: 7% increase effective October 1, 2025, then up to 8% annual increases on October 1, 2026, and October 1, 2027. Adjustments for 2025, 2026 and 2027 will depend on changes in the CPI and disposal fees and notice of the annual adjustment will be provided pursuant to Government Code section 53756. The last adjustment will apply if the Franchise Agreement is renewed. While the City received a rural exemption waiver from CalRecycle that exempts it from certain statewide organic waste collection requirements for the next five years, the CPI adjustment, fuel charges and tipping fee increases at Sacramento County landfills are driving force for ACES rate changes. The three-year adjustments are set forth as follows:

**City of Amador City
ACES Solid Waste Services
Proposed Rate Increases**

	Current Monthly Rate (thru 9/30/24)	New Rate 10/01/24 - 9/30/25	New Rate Year *1 10/01/25 - 9/30/26	New Rate Year *2 10/01/26 - 9/30/27	New Rate Year *3 10/01/27 - 9/30/28
Residential Services					
32-gallon weekly pick-up	\$28.41	\$34.14	\$36.87	\$39.82	\$43.01
64-gallon weekly pick-up	\$36.75	\$44.16	\$47.70	\$51.51	\$55.63
96-gallon weekly pick-up	\$50.53	\$60.72	\$65.58	\$70.83	\$76.49
Commercial Services					
2-yard bin weekly	\$249.99	\$300.42	\$324.45	\$350.41	\$378.44
3-yard bin weekly	\$376.47	\$452.40	\$488.59	\$527.68	\$569.89
4-yard bin weekly	\$502.30	\$603.61	\$651.90	\$704.05	\$760.37
6-yard bin weekly	\$753.34	\$905.28	\$977.71	\$1,055.92	\$1,140.40
7-yard bin weekly	\$794.19	\$954.38	1,030.73	\$1,113.19	\$1,202.24
			* not to exceed 8%	* not to exceed 8%	* not to exceed 8%

The city is conducting this Proposition 218 majority protest proceeding out of an abundance of caution and without conceding the applicability of Proposition 218 to Solid Waste Services.

For further details regarding the basis and reasons for the proposed rate adjustments for solid waste services, please contact City Hall at (209) 267- 0682 on between 9:00 AM and 11:00 AM on Mondays and Thursday.

90



6500 Buena Vista Rd Lone, CA 95640
209-274-2237
aceswaste.com

July 18, 2024

Via E-mail and U.S. Mail

Dave Groth
City Manager
Amador City
14531 East School Street
P.O. Box 200
Amador City, CA 95601
Email: david.groth@amador-city.com

RE: ASSIGNMENT OF FRANCHISE AGREEMENT

Dear City Manager Groth:

Thank you for taking the time to meet with us recently regarding the proposed sale of ACES Waste Services Inc. ("ACES") to Delta Container Corp./Republic Services ("Republic Services").

ACES has been honored and proud to serve Amador City and its residents and business for the last three decades and believes that Republic is the best suited company to succeed us in order to provide the same level of service and commitment that we have provided since the day we first began operations here.

In coordination with the proposed sale, we are seeking the City's consent to assign the Amended and Restated Franchise Agreement for Solid Waste and Recycling Collection and Disposal Services under Article M – Assignment, to Republic Services.

Please let us know how you would like to proceed in this regard.

Sincerely,

A handwritten signature in blue ink that reads "Paul Molinelli, Sr." with a stylized flourish at the end.

Paul Molinelli, Sr.
President

cc:

9D

✦ CATHY CASTILLO

✦ CERTIFIED PUBLIC ACCOUNTANT

✦ 460 Sutter Hill Road, Suite E P.O. Box 1355

Sutter Creek, California 95685

✦ (209) 267-5119 Fax: (209) 267-0885

ccastillocpa@sbcglobal.net

Accountants on Staff:

Susan Bordwell, CPA

Mayla Swift, CPA

Judy Brobst

Member of the American Institute of Certified Public
Accountants, California Society of CPA's and AICPA Peer Review Program

July 26, 2024

Amador City
Members of City Council
PO Box 200
Amador City, CA 95601

We are pleased to provide an audit proposal for Amador City for the period ending June 30, 2024. This letter will serve to confirm our understanding of the services we are to provide, if you choose to accept our proposal.

We will audit the financial statements of the governmental activities, each major fund, the aggregate remaining fund information, and the respective budgetary comparison for the General and Sewer funds, including the related notes to the financial statements, which collectively comprise the basic financial statements of Amador City as of June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI) such as management's discussion and analysis (MD&A), to supplement Amador City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

If Amador City prepares a MD & A, we will apply certain limited procedures to Amador City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with the sufficient evidence to express an opinion or provide any assurance.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when consideration in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but it is not absolute assurance and therefore is not a guarantee that an audit is conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, may arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgment or a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of the audit in accordance with GAAS, we will exercise professional judgement and maintain professional skepticism throughout the audit.

Management Responsibilities

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Other Services

We will also provide the following services:

- Prepare the financial statements of Amador City in conformity with GAAP based on information provided by you.
- Prepare and file the Cities Financial Transactions Report due within seven months after the close of the fiscal year.

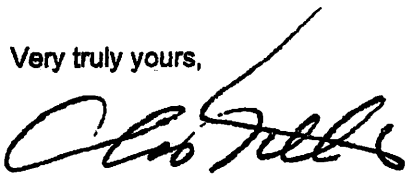
over our original fee estimate. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of City's financial statements. Our report will be addressed to Members of City Council of Amador City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. We would like to begin work on this engagement in early October. We expect the financial reports to be available by the end of December.

Very truly yours,


Cathy Castillo, Certified Public Accountant

This letter correctly sets forth the understanding of Amador City:



Officer signature: _____

Officer signature: _____

Title: Mayor
Date:

Title: City Manager
Date:

9E

RESOLUTION NO. 630

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMADOR CITY AGREEING TO TERMINATE AND DISSOLVE THE AMADOR REGIONAL SANITATION AUTHORITY (ARSA) AND AUTHORIZING CITY OF SUTTER CREEK TO BECOME ARSA'S SUCCESSOR-IN-INTEREST FOR ALL PURPOSES

WHEREAS, the Amador Regional Sanitation Authority (“ARSA”) is a public entity formed pursuant to a certain Joint Exercise of Powers Agreement, as amended, (“JPA”) in accordance with Government Code section 6500 *et seq.*; and

WHEREAS, ARSA is currently comprised of three member entities, namely, the County of Amador, the City of Amador, and the City of Sutter Creek; and

WHEREAS, on August 15, 2024, the JPA was amended (“Operative JPA”) to modify Paragraphs 9.1 and 9.2, to allow termination of ARSA and allow the City of Sutter Creek to become a successor-in-interest to ARSA for all purposes; and

WHEREAS, all necessary conditions precedent have been completed and satisfied, including any and all formal assignments and/or transfers to the City of Sutter Creek, of all of ARSA’s rights, duties, contracts, assets, liabilities, monies, property (both real and personal); and

WHEREAS, pursuant to the 2024 Amendment, the member agencies now desire to make the City of Sutter Creek the successor-in-interest to ARSA, for all purposes, and to terminate the operative JPA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AMADOR CITY RESOLVES AS FOLLOWS:

Section 1. That the City of Amador City hereby agrees to terminate the Operative JPA to dissolve ARSA, and further agrees that the City of Sutter Creek shall become ARSA’s successor-in-interest for all purposes.

Section 2. That, pursuant to Paragraph 9.1 of the Operative JPA, the effective date of such termination of ARSA and succession by the City of Sutter Creek shall be the date that the second member agency under the operative JPA adopts a resolution to this effect (provided that one such member agency must be the City of Sutter Creek).

Section 3. That the City Mayor is hereby authorized to execute any documents (including any agreement memorializing such termination), and take any other actions reasonably necessary, to effectuate and implement the orderly and timely succession of City of Sutter Creek and the dissolution and termination of ARSA.

Section 4. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Amador City this 15th day of August, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandy Staples, Mayor

ATTEST:

Joyce Davidson, City Clerk

AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE
COUNTY OF AMADOR, THE CITY OF AMADOR CITY, AND THE CITY OF SUTTER
CREEK

This Amendment to the Joint Exercise of Powers Agreement between the County of Amador, the City of Amador City, and the City of Sutter Creek (“Amendment”) is entered into this 15th day of August, 2024, by and between the County of Amador, the City of Amador City, and the City of Sutter Creek, hereinafter collectively referred to as “members.”

RECITALS

WHEREAS, on September 19, 1978, the County of Amador and the cities of Amador City, Jackson, and Sutter Creek entered into a joint powers agreement (“Agreement”) to establish the Amador Regional Sanitation Authority (“ARSA” or “JPA”) and implement a regional wastewater disposal plan; and

WHEREAS, on November 15, 1982, the agreement was amended in its entirety to remove the City of Jackson as a member (the “Amended Agreement”); and

WHEREAS, the members desire to further amend the Amended Agreement to allow for the City of Sutter Creek to succeed ARSA for all purposes upon termination and dissolution of the JPA.

NOW, THEREFORE, the Board of Supervisors of the County of Amador, and the City Councils of the Cities of Amador City and Sutter Creek, for and in consideration of the mutual promises and agreements herein contained do agree as follows:

TERMS

1. Subparagraph 9.1(a) of Article IX of the Amended Agreement is hereby amended in its entirety to read as follows:

“(a) This amended agreement shall continue until terminated by agreement of a majority of the members hereof; provided, however, that should the City of Sutter Creek become successor-in-interest to ARSA for all purposes (pursuant to Subparagraph 9.1(b)), then the City of Sutter Creek must be one of such members agreeing to terminate and dissolve ARSA. The parties may agree to terminate by resolution of the member agencies’ governing bodies.”

2. Subparagraph 9.1(b) of Article IX of the Agreement is hereby amended in its entirety to read as follows:

“(b) The member agencies may, pursuant to subparagraph 9.1(a), agree to terminate the JPA to dissolve ARSA and authorize the City of Sutter Creek to succeed ARSA for all purposes. Should the City of Sutter Creek be intended to succeed ARSA, the City of Sutter Creek shall first give permission to the other member agencies to proceed with the dissolution before dissolution occurs. ARSA shall otherwise dissolve and terminate as set forth in subparagraph (a) hereof. In such case, the City of Sutter Creek shall have the legal power and authority to be the successor-in-interest to ARSA, for all purposes. The City of Sutter Creek shall then operate, maintain, and pay

for the Regional Outfall and assume all duties previously borne by ARSA, as its successor in interest to ARSA. Nothing shall preclude the City of Sutter Creek from entering into separate agreements or arrangements with the City of Amador City or the County of Amador with respect to costs for such wastewater treatment services.”

3. Section 9.2 of Article IX of the Agreement is hereby deleted in its entirety.

IN WITNESS WHEREOF, the members hereof have caused this Amendment to be executed by their duly authorized officers, on the first date listed above.

CITY OF SUTTER CREEK

[name], [title]

ATTEST:

[name], [title]

CITY OF AMADOR CITY

Joyce Davidson, City Clerk

ATTEST:

[name], [title]

COUNTY OF AMADOR

[name], [title]

ATTEST:

[name], [title]

9F



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GOVERNMENT CODE - GOV

TITLE 4. GOVERNMENT OF CITIES [34000 - 45345] (Title 4 added by Stats. 1949, Ch. 79.)

DIVISION 2. ORGANIZATION AND BOUNDARIES [34400 - 34906] (Division 2 added by Stats. 1949, Ch. 79.)

PART 1. ORGANIZATION [34400 - 34906] (Part 1 added by Stats. 1949, Ch. 79.)

CHAPTER 4. Alternative Forms of Government [34851 - 34906] (Heading of Chapter 4 renumbered from Chapter 7 by Stats. 1977, Ch. 1253.)

ARTICLE 1. City Manager [34851 - 34859] (Heading of Article 1 renumbered from Article 3 by Stats. 1955, Ch. 624.)

34851. An ordinance establishing a city manager form of government may be:

- (a) Enacted by the legislative body; or
- (b) Submitted to the electors by the legislative body at any municipal or special election; or
- (c) Submitted by the people as an initiative measure.

(Added by Stats. 1949, Ch. 79.)

34852. The ordinance shall define the powers and duties of the city manager and may fix the city manager's compensation or the minimum amount the city manager is to receive.

(Amended by Stats. 2018, Ch. 467, Sec. 17. (SB 1498) Effective January 1, 2019.)

34853. Where the ordinance is submitted by the legislative body, the proposition shall be printed on the ballots substantially as follows: "Shall Ordinance No. ____ providing for a city manager form of government be adopted?" followed by the words "yes" and "no," so printed that the voters may express their choice.

(Amended by Stats. 1957, Ch. 838.)

34854. If a majority of the votes cast at the election is in favor of the ordinance, it shall go into effect on the tenth day after the canvass of votes.

(Added by Stats. 1949, Ch. 79.)

34855. Within sixty days after the effective date of the ordinance, the legislative body shall appoint a city manager, who need not be a resident of the city at the time of appointment.

(Amended by Stats. 2018, Ch. 467, Sec. 18. (SB 1498) Effective January 1, 2019.)

34856. The city manager may appoint and dismiss the chief of police and other subordinate appointive officers and employees except the city attorney. When the offices of city clerk and city treasurer are made appointive, appointments to such offices shall be made by the city council unless the city council vests such appointing power in the city manager by ordinance.

(Amended by Stats. 1953, Ch. 491.)

34857. Upon appointment of the city manager, the terms of subordinate officers over whom the city manager has power of appointment and removal cease, unless they are reappointed.

(Amended by Stats. 2018, Ch. 467, Sec. 19. (SB 1498) Effective January 1, 2019.)

34858. Any city adopting the city manager form of government may abolish it in the manner in which it was adopted.

(Added by Stats. 1949, Ch. 79.)

34859. All ordinances establishing a city manager form of government, enacted prior to September 19, 1947, are confirmed, validated, and declared legally effective.

(Added by Stats. 1949, Ch. 79.)



CITY OF AMADOR CITY

INCORPORATED JUNE 2, 1915

California

AUG 1 - 2022

David L. Groth
10731 Pig Turd Alley
Amador City CA 95601

July 15, 2022

Dear Dave,

On behalf of Amador City, I am pleased to offer you the position of City Manager with the City of Amador City. Based on your application and interview, you have the appropriate skills and available hours to be successful in this position. This position was created to improve the administrative efficiency of the City, as well as to increase capacity to execute new and ongoing projects.

This position begins within two days of your acceptance of this offer. Your pay rate is \$80.00/hour, with a maximum of 10 hours per week and a fiscal year maximum of \$41,600. The City does not offer benefits for this position.

This position is paid for using the City's SLRFP (American Rescue Plan) funds. Because of this position's funding, it is approved until the end of fiscal year in June 2023. Renewal of this position may depend on the City's ability to secure additional appropriate funding, for which you may have responsibility to secure.

The City Manager reports to the City Council and shares responsibility with the Mayor to provide general administrative management of the City. This includes

- carrying out, on behalf of the City Council, its policies, rules, regulations, and laws;
- collaborating with the Mayor and City Clerk to prepare Council meeting agendas and packets;
- researching, applying for, and tracking grants as needed to support City projects;
- collaborating with the City attorney on drafting resolutions and ordinances;
- and collaborating with City accountant to prepare annual budget.

You retain the option to terminate your employment with the City at any time, as does the City, with or without cause; this position is an at-will position. Neither this letter nor any other oral or written representations may be considered a contract or guarantee of employment.

Congratulations and thank you for supporting Amador City.

Sincerely,

Anne Kel-Artinian, Mayor

Please sign here to accept this position:

Signed: David L. Groth

Date: July 18, 2022

Printed name: David L. Groth