

**CITY COUNCIL OF AMADOR CITY
REVISED DRAFT, REGULAR MEETING AGENDA
THURSDAY, 19 SEPTEMBER 2024
7:00 PM**

The agenda for this regular meeting is distributed to the City Council and posted in public locations in Amador City no less than 72 hours prior to the meeting. Any pertinent documents related to Regular Agenda Items will be distributed to Council Members no 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 - *Patricia Jane Groth*

Leading City Council and the Amador City community in the Flag Salute and Pledge of Allegiance this evening is PJ Groth, who has recently started Transition Kindergarten and is learning to write letters of the alphabet.

3. ROLL CALL/ESTABLISH A QUORUM

Council Members

Nikko Ambroselli, Susan Bragstad, Bruce Sherrill, Anne Kel-Artinian, Sandy Staples

4. APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA 19 SEPT 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. Under provisions of the California Government Code, the City Council cannot take action unless an urgent need arose after the posting of the agenda.

6. PRESENTATIONS/PROCLAMATIONS/APPOINTMENTS/CORRESPONDENCE

6A. Letter of Invitation to PJ Groth, 12 Sept 24

6B. Letter to City of Sutter Creek, 12 September 24

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 15 August 2024
- 7B. Financial Report

8. ORDINANCES AND PUBLIC HEARINGS

9. REGULAR AGENDA ITEMS

- 9A. ACES/Delta Container discussion and possible action regarding rate adjustment and proposed multi-year Proposition 218 notice to Amador City residents
 Attachments: letter, 6/11/24, from Paul Molinelli, Sr, President, ACES
 Draft Notice of Public Hearing: Proposed Adjustments to Rates for Solid Waste Service Fees
- 9B. Office of Cathy Castillo, CPA introduction and discussion of the audit process and timeline
- 9C. Amador Water Agency (AWA): discussion and possible action regarding AWA request of easement for fire flow improvement project
 Attachments: Resolution No. 630
 Easement Deed, description, exhibits from City Engineer
- 9D. Bicycle Path Advisory Committee (BPAC): discussion and possible action regarding Phase 1 Planning of Roadway Multimodal Improvements Between Cities of Amador City and Sutter Creek
 Attachment: Resolution No. 631
 Map
- 9E. Weber, Ghio & Associates, Inc.: Compensation for City Engineering Services
 Attachment: Letter, 9/11/24
 Professional Services Agreement, First Amendment
- 9F. Small Community Clean Water/Wastewater (SCWW): discussion and possible action regarding proposal to pursue SCWW Funding
 Attachments: Proposal Report
<https://www.grants.ca.gov/grants/small-community-clean-water-wastewater-scoww-funding/>

9G. Domain acquisition for Amador City: discussion and possible action regarding a proposal to acquire a .gov domain for city use
Attachment: Proposal Outline

9H. Local Early Action Plan (LEAP) Grant: status of long-delayed LEAP project
Attachment: Resolution No.613 approved on 23 May 2023
Proposed projects from application 2023

9I. Amador City Conflict of Interest Code: discussion regarding any need for Amador City to amend its conflict of interest code.
Attachment: Email from Fair Political Practice Commission

9J. Follow-up: Dissolution of Amador Regional Sanitation Agency (ARSA): discussion of proposed and existing agreements involving Amador City and possible action regarding the dissolution of ARSA
Attachments: Resolution No. 632
Amendment to the Joint Exercise of Powers Agreement between the County of Amador, the City of Amador City, and the City of Sutter Creek
Joint Exercise of Powers Agreement between the County of Amador, the City of Amador City, and the City of Sutter Creek, dated 17 Sept 1982
Joint Exercise of Powers Agreement between Cities of Amador City and Sutter Creek, 13 April 1995

9K. Follow-up: Government of Amador City: discussion and possible action regarding the staff position titled "city manager"
Attachments: Summary/Background
California Legislative Information
Letter, July 18, 2022, regarding position of City Manager
Council-Manager Governments
Other Resources
Sample Contract for City Administrator

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. REQUESTS FOR FUTURE AGENDA ITEMS

12. CLOSED SESSION may be called for labor negotiations (pursuant to Government Code §54957.6), personnel matters (pursuant to Government Code §54957) real estate negotiations/acquisitions (pursuant to Government Code §54956.8), and/or pending or potential litigation (pursuant to Government Code §54956.9). Following Closed Session City Council will announce any action taken in Open Session.

12A. Conference with Legal Counsel: Regarding potential litigation pursuant to paragraph (4) of subdivision (d) of section 54956.9.
Presenter: Pat Keene, City Attorney

13. ADJOURNMENT

The next regular scheduled City Council meeting is Thursday, 17 October 2024 at 7:00 PM

6A



CITY OF AMADOR CITY
INCORPORATED JUNE 2, 1915
California

Patricia Jane Groth
PO Box 136
Amador City, CA 95601

12 September 2024

Dear PJ,

As Mayor of Amador City, I am writing to invite you to the City Council meeting on Thursday, September 19, 2024, to lead the City Council and the community in the Flag Salute and Pledge of Allegiance.

At the August City Council meeting, you asked me if you could do the flag salute and pledge of allegiance at the next meeting. You were brave, and confident, and strong. I think you will do a wonderful job leading everyone.

You have started going to school and are in transition-kindergarten, learning to write all the letters of the alphabet. I like the letter "c" that you gave me and put on my refrigerator. It makes me smile every day.

See you next Thursday at 7:00 PM!

Sincerely,

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

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

6B



CITY OF AMADOR CITY

INCORPORATED JUNE 2, 1915

California

City of Sutter Creek
18 Main Street
Sutter Creek, CA. 95685

12 September 2024

Re: City of Sutter Creek Sewer Service Bill

Enclosed please find a check in the amount of \$8,273.00 from the City of Amador City for the balance due for the corrected billing of August (received August 26th) and the proper amount billed for September (received September 12th).

The assigned late fee of \$371.30 is not included due to the need for a corrected bill with reimbursement for overcharges in July and in the original August bill (received August 12th). This required phone calls from the City Manager of Amador City (most recent one was August 15th) and emails to the City Manager of Sutter Creek (attached).

Amador City thanks you for acting in a timely manner regarding our concerns over the billing.

Sincerely,

Sandy Staples
Mayor, Amador City

7A

CITY OF AMADOR CITY

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL

THURSDAY, August 15, 2024, 7:00 p.m.

1. Meeting called to Order
2. Pledge of Allegiance – Petra Henry
3. Roll Call – Staples, Bragstad, Sherrill present, Kel-Artinian absent
4. Approval of Agenda – Bragstad moved, 2nd by Sherrill, approved unanimously
5. Public Comment – Gary Brusatori, 10655 O'Neil Alley, withdrew his application regarding right of way and requested his deposit of \$800 be returned. City Manager will contact Weber, Ghio, Sherrill moved, 2nd by Bragstad, approved unanimously Gary Brusatori also complimented the City on the recent landscaping work done on City Hall premises.
6. Presentations/Proclamations/Appointments/Correspondence – A. Letter to Petra Henry
7. Consent Calendar – Minutes of July 18, 2024 Meeting, Bragstad moved, Sherrill 2nd, approved unanimously; No financial Statements
8. Ordinances and Public Hearings – Non-Substantive Corrections, as requested by California Department of Tax and Fee Administration, to Ordinance #186 approved May 28, 2024, Sherrill moved to approve ordinance with requested non-substantive corrections, 2nd by Bragstad, approved unanimously
9. A. Open Seat of City Council – Letter of interest received from Nicola Ambroselli to open seat through December 31, 2024. Sherrill moved, 2nd by Bragstad, approved unanimously At this point City Manager Dave Groth swore in Mr. Ambroselli who took his seat at the Council table. B. Aces Rate Adjustments – Multi-year Prop. 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, -No action. C. Aces Assignment of Franchise Agreement – Bragstad moved, 2nd by Sherrill to approve, approved unanimously. D. Request for Proposal response from Cathy Castillo, CPA- tabled. E. Arsa Dissolution – Sherrill moved to approve Resolution # 630 Amending Joint Exercise of Powers Agreement between County of Amador, City of Amador City, City of Sutter Creek, no 2nd. To be on September agenda. F. Government of Amador City – Determine if Council wishes to propose a change of City governance to a "council-manager" form of government through the ordinance process. Resident Gary Brusatori voiced objection, Mayor to do further research. No action
10. Administrative Reports and Comments – A. City Manager reported last bill received from Sutter Creek indicated a 67% increase over previous bills. Sutter Creek stated it was a clerical error and they will correct. As of this writing no corrected bill has been received. B. City Attorney - What is status of Broucaret issue (sewer spill) ? City Attorney said a Closed Session will be required. C. Council Member Reports – Nicola Ambroselli welcomed to the Council, ACTC was a 5 hour meeting which included a Resolution honoring Susan Bragstad's long tenure on the committee, passed Regional Transportation Plan for Road repairs and maintenance. D. Permit Log
11. Council Requests for Future Agenda Items – Prop. 218 Aces transfer to Republic, work being performed at residence on School Street should be reviewed by Design Review, owners have a permit.
12. Closed Session – None
13. Adjournment – Adjourned 8:20 p.m.

7B

9A



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 HERBY GIVEN that the City of Amador City (“City”) will hold a Public Hearing on November 21st, 2024 at 7:00PM 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 services); (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 November 21, 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 2024 proposed rate adjustment to the solid waste service fee, to be effective December 1, 2024. If the Council approves the rate adjustments cap not to exceed 8% for the next three years, the rates will be adjusted annually thereafter each October 1, 2025 up to and through October 1, 2027.

(209) 267-0682 P.O. BOX 200 AMADOR CITY, CALIFORNIA 95601

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 an adjustment to the solid waste fees for calendar year 2024, and proposed a three-year adjustment approval for rates not to exceed 8% for October 1, 2025 up to and through October 1, 2027. Adjustments for 2025 – 2027 will depend on changes in the disposal and CPI fees during the most recent 12 month period for which they are available. While the City currently maintains a rural exemption waiver from CalRecycle that exempts it from certain statewide organic waste collection requirements, the changes in CPI and increased disposal charged at landfills to meet State mandates are the driving forces for ACES rate changes. The multi-year adjustments are set forth as follows:

City of Amador City
 ACES Solid Waste Services
 Proposed Rate Adjustments

	Current Monthly Rate (thru 11/30/2024)	Proposed Rate 12/1/2024 - 9/30/2025	Rate Year 1* 10/1/2025 - 9/30/2026	New Rate Year 2* 10/1/2026 - 9/30/2027	New Rate Year 3* 10/1/2027 - 9/30/2028
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 Service					
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%

9C

RESOLUTION NO. 630

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMADOR CITY,
CALIFORNIA GRANTING AN EXCLUSIVE EASEMENT TO AMADOR WATER
AGENCY (AWA) THROUGH A PORTION OF APN: 008-272-012**

WHEREAS, the City received an encroachment permit application from AWA for a fire flow improvement project in Amador City; and

WHEREAS, Amador Water Agency requests City of Amador City grant a 20' easement for the purpose of constructing and maintaining said fire flow improvements across portions of parcel APN 008-272-012, also being the Amador City School Parcel as set forth on Book 49 of Maps & Plats at Page 26 of Amador County Records; and

WHEREAS, City Engineer has prepared an Easement Deed, legal description, and exhibits.

NOW THEREFORE, BE IT RESOLVED City Council of Amador City does hereby grant waterline easement to Amador Water Agency as set forth on attached deed and exhibits;

BE IT FURTHER RESOLVED City Mayor, Sandy Staples is hereby authorized to execute the Easement Deed;

AND BE IT FURTHER RESOLVED City Clerk shall cause this resolution, and Easement deed and Exhibits A & B to be recorded with the Amador County Recorder's Office in a timely manner.

The foregoing resolution was duly passed and adopted by the City Council of the City of Amador City at a regular meeting on the _____ day of September 2024.

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF AMADOR CITY

Sandy Staples, Mayor

ATTEST:

Joyce Davidson, City Clerk

RECORDING REQUESTED BY:

AMADOR WATER AGENCY

MAIL TAX STATEMENTS AND
WHEN RECORDED MAIL TO:

**AMADOR WATER AGENCY
12800 RIDGE ROAD
SUTTER CREEK, CA 95685**

A.P.N.: 008-272-012

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

EASEMENT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX IS \$ _____

() Computed on full value of property conveyed, or

() Computed on full value less liens and encumbrances remaining at time of sale.

() Unincorporated area (X) City of Amador City

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

CITY OF AMADOR CITY, AMADOR COUNTY, CALIFORNIA

Hereby GRANT(S) to:

AMADOR WATER AGENCY, A PUBLIC ENTITY

The following described easement located therein.

A perpetual, exclusive easement to construct, install, operate, inspect, repair, maintain, replace, improve, remove Agency pipelines and appurtenances thereto over, under, on, across and through a portion of City property being 14531 E. High School Street, (APN 008-272-012) located in Amador City, County of Amador, State of California which property is described as follows:

A portion of LOT 15, Block 3, of the Townsite of Amador City, being shown and delineated on that certain Record of Survey map, filed for record on July 28, 1995, in Book 49 of Maps and Plats, at Page 26, Amador County Records as Amador City School Parcel.

Said easement is twenty (20) feet in width and more particularly described on Exhibit "A" and set forth on Exhibit "B", both attached to and made a part thereof.

Agency shall have reasonable ingress and egress across said City property for easement purpose. Agency operation and maintenance shall be installed and operated consistent with City and Agency standards.

Dated: _____

Attest:

Sandy Staples, Amador City Mayor

Joyce Davidson, City Clerk of the Board

Exhibit "A"

A waterline easement twenty (20) feet in width along the South line of said School Parcel commencing at the Southwest corner of said Parcel; thence N 08°17'00" E approximately _____ feet along the West line of said Parcel; thence, N 63°16'00" E _____ feet more or less to the East line of said Parcel; thence, S 35°34'00" E to the Southeast corner of said Parcel; thence, S 63°16'00" W 77.63 feet more or less along the South line of said Parcel to the point of beginning of the herein described 20 feet wide waterline easement; all as set forth on Exhibit B attached hereto.

END DESCRIPTION

This legal description has been prepared by me or under my direction in conformance with Section 8761 of the Professional Land Surveyors Act.

Roark Weber, RCE 22295
Associate City Engineer

Date

CITY OF AMADOR CITY

MEMORANDUM

TO: Larry White

FROM: Weber

RE: AWA Water Line Easement

DATE: April 29, 2024

Please see attached easement deed, legal description, and exhibits. Thanks to AWA, the info they provided expedited the preparation.

Agency does not need easement in City streets; encroachment permit will provide for that. Fee for permit should cover City's costs for your inspection and processing time.

Granting of easement requires City Council adoption of resolution authorizing Mayor to execute easement deed. Cost to AWA for easement preparation and processing should cover City Engineering cost for deed preparation and your coordination.

I'd recommend draft deed be sent to AWA District Engineer for review though I see no reason for any changes. As you know, we prepare these regularly, and "Easement Agreement" is not terminology used.

Enclosures:
Easement Deed
Legal Description – Exhibit A

#2298-010
Weber Memo to Larry_2024-04-29

Cc: City Engineer

9D

CITY OF AMADOR CITY
Resolution No. 631

Amador City to Sutter Creek Multimodal Improvement Resolution

WHEREAS, the cities of Amador City and Sutter Creek wish to improve safety and awareness of multi-modal travel between the two cities; and,

WHEREAS, an ad-hoc Bicycle and Pedestrian Advisory Committee (BPAC), composed of representatives from both cities has developed conceptual plans for measures to improve safety and awareness of multi-modal travel; and,

WHEREAS, the Cities approved resolutions in support of specific measures identified to support safety and awareness between the cities and have conducted a public interest Workshop to survey the Public to determine the favorability of segment improvements; and,

WHEREAS, at the Workshop members of the public reviewed potential improvements identified along several segments on a route between the two cities and identified preferred improvements to each segment; and,

WHEREAS, those preferred improvements and Workshop findings were summarized and presented to each city council.

WHEREAS, each of the city councils created a sub-committee to review the segments and select improvements that would benefit the route between cities to improve safety and awareness; and,

WHEREAS, the [Phase I](#) preferred roadway segments and improvements have been identified by both cities' sub-committee representatives and are outlined as the following:

- Main St. Downtown Sutter Creek / Eureka St. to Amelia St / Old SR 49
 - Signage (bike route, share the road) along Spanish/Badger and Amelia streets in Sutter Creek
- Old SR 49 & Amelia St. / Amador Road [intersection](#)
 - Crosswalk Improvements
- [Turner Road](#) : Old SR 49 / Amador Road to String Bean Alley
 - Motion activated solar beacons at low visibility points of Turner road
- [Turner Road](#) : String Bean Alley to Water Street (Amador City)
 - Signage (bike route, share the road) on Water Street into Amador City

WHEREAS, the BPAC has also identified Phase II improvements consisting of improvements at:

- [Gopher Flat / Sutter Creek Main Street intersection](#)
- [SR 49 / Stringbean Alley intersection](#)
- [Stringbean Alley repaving,](#)

NOW, THEREFORE BE IT RESOLVED, that the _____ City Council approves the Phase 1 planning resolution, at no expense or financial commitment from City Council, on proposed roadway segment multimodal improvements between Amador City and Sutter Creek.

Signature City Councilmember

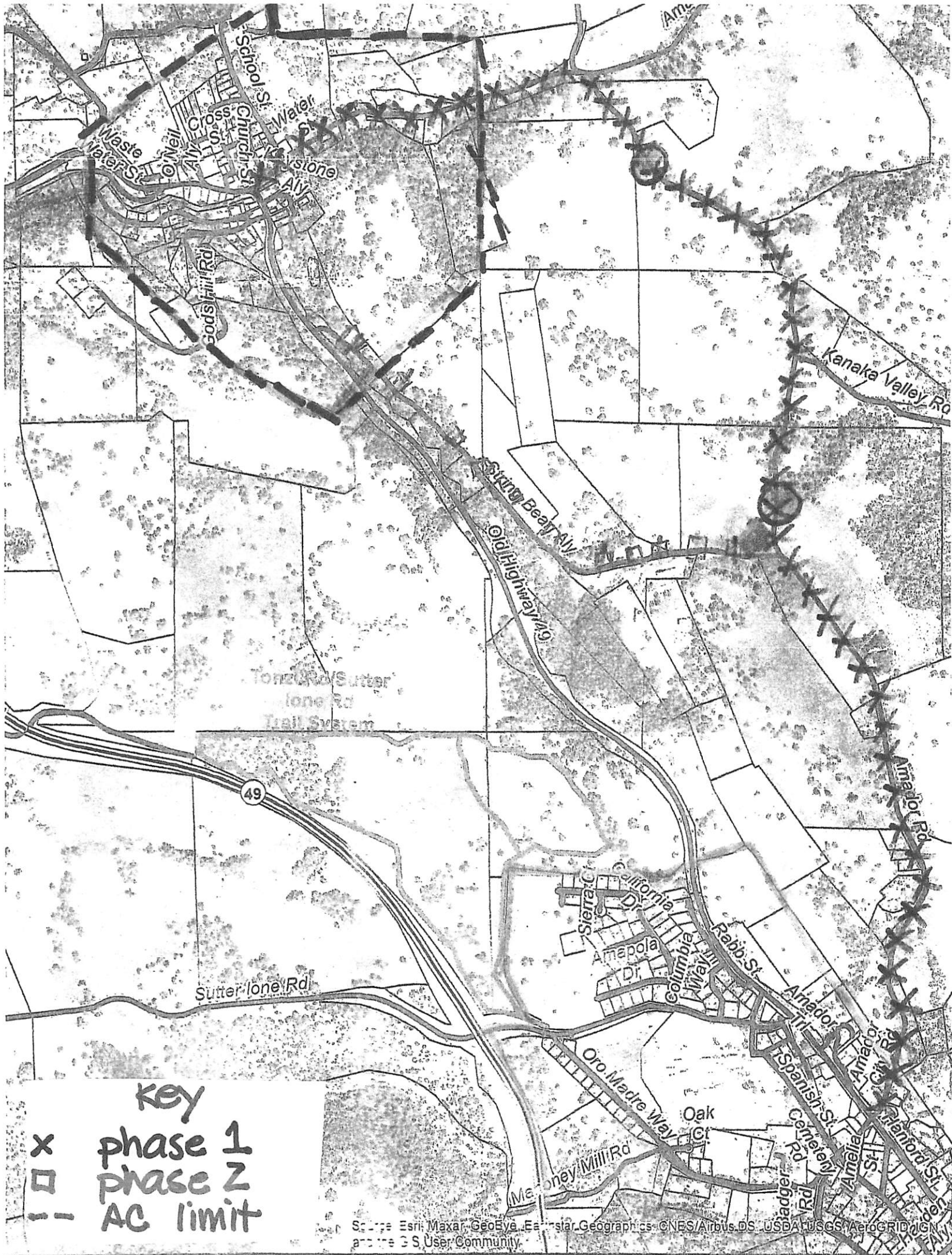
Signature Mayor

Signature City Councilmember

Signature City Clerk

Signature, City Councilmember

Signature, City Councilmember



key

- x phase 1
- phase 2
- AC limit

9E



P.O. Box 251
394 E. St. Charles Street
San Andreas, CA 95249
(209) 754-1824

September 11, 2024

City of Amador City
Dave Groth
P.O. Box 200
Amador City, CA 95601

RE Compensation for City Engineering Services

As of March 16, 2015, WGA was no longer able to provide City Engineering Services on any Caltrans Federally funded projects. If the City decides to pursue future funding, a new contract will be needed pursuant to Caltrans LAPM.

In 2019, WGA requested and received a change in compensation for professional services provided to the District. This rate schedule has been in effect since March 2019.

WGA has strived to control costs in order to provide services in the most cost effective manner. Unfortunately, due to costs beyond our control, expenses have continued to increase significantly during the last five years. In order to retain qualified personnel and provide the level of service required by the District, we hereby request an increase in compensation to the 2024 Rate Schedule (attached). You will find these rates comparable or lower than local professionals providing these services.

We respectfully request the District consider this change in compensation to be effective October 1, 2024.

Should you have questions regarding this request, please contact me at your convenience.



Matt Ospital, P.E.

Attachments:
Professional Services Agreement – First Amendment
Exhibit A – Rate Schedule

**CITY OF AMADOR CITY
PROFESSIONAL SERVICES AGREEMENT
FIRST AMENDMENT**

This FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is made effective as of this ____ day of _____ 2024, by and between the **City of Amador City**, a municipal corporation (“City”), and **Weber, Ghio and Associates Inc.**, a California corporation (“Consultant”), for the purpose of amending the “Agreement for Professional Consulting Services” entered into between City and Consultant on March 16, 2012 (“Agreement”).

RECITALS

WHEREAS, City and Consultant have previously entered into the Agreement, providing for City Engineer and similar services by Consultant; and

WHEREAS, pursuant to Subsection 6.1 of the Agreement, City and Consultant may only amend or modify the Agreement under a written amendment to the Agreement signed by City and Consultant; and

WHEREAS, City and Consultant desire to modify and amend the Agreement as set forth in this Amendment;

TERMS

In consideration of the foregoing recitals, the mutual understandings contained in this Amendment, and other good, valuable and sufficient consideration, City and Consultant agree as follows:

1. **INCORPORATION OF RECITALS.** City and Consultant acknowledge that the above recitals are true and correct, and incorporate those recitals by reference into this Amendment.
2. **COMPENSATION.** Exhibit B of the Agreement is amended to read in full as set forth in the attached Exhibit A - Rate Schedule, incorporated by this reference.
3. **AGREEMENT.** City and Consultant agree and acknowledge that except as explicitly modified by this Amendment, the Agreement remains in full force and effect.

In witness whereof, City and Consultant have executed this Amendment on the day and year first above written.

CITY OF AMADOR CITY

WEBER, GHIO & ASSOCIATES, INC.

By: _____
David Groth, City Manager

By:  _____
Matt Ospital, President



Exhibit A Rate Schedule

Effective October 1, 2024

Principal Engineer	\$200/hour
Senior Civil Engineer	\$180/hour
Associate Engineer	\$160/hour
Project Manager	\$150/hour
Engineering Technician	\$140/hour
General Office Personnel	\$110/hour
Resident Engineer	\$180/hour
Construction Manager	\$170/hour
Construction Inspector I	\$130/hour
Construction Inspector II*	\$160/hour
Senior Building Inspector	\$150/hour
2 Man Survey Field Crew	\$275/hour
1 Man Survey Field Crew	\$200/hour
Court Appearances - Expert Witness**	\$350/hour, \$600 minimum

Overtime (all Saturday work is overtime) 1.3 times rate

Double-time (all Sundays and Holidays) 1.7 times rate

Mileage will be billed at the current Federal/State reimbursement rate.

* Prevailing Wage: Group 2

** Rate to be applied to travel time, depositions, and court appearances.

LARGE FORMAT PRINT SCHEDULE

18" x 26" Bond Print	\$4.50/each
24" x 36" Bond Print	\$7.50/each
36" x 48" Bond Print	\$14.00/each

Materials and Outside Services will be billed at actual cost plus 15%.

Nicola Ambroselli

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

7th September 2024

Pursuing Small Community Clean Water/Wastewater (SCWW) Funding for Our City

Dear Fellow Council Members,

I'm writing to propose that we actively pursue the Small Community Clean Water/Wastewater (SCWW) Funding to address our community's current and future water and wastewater needs. After careful consideration of our city's infrastructure challenges and the benefits this funding can provide, I believe this is an opportunity we cannot afford to overlook.

Addressing Aging Infrastructure

As we are aware, our water and wastewater systems, much like those in many small communities, are aging and will require significant investment to maintain compliance with environmental standards and to serve our residents reliably. Pursuing SCWW funding would allow us to make critical repairs and upgrades without placing an undue financial burden on our city's budget or residents.

Enhanced Environmental Protection

This funding will not only help us ensure compliance with state and federal water quality regulations but also bolster our efforts to protect our local environment. With upgraded wastewater infrastructure, we can reduce harmful pollutants from entering local water sources, contributing to a cleaner, healthier environment for all.

Economic Benefit and Cost Savings

The SCWW funding is specifically designed to assist small communities like ours, ensuring that we can access state or federal assistance without the need for extensive matching funds. This means we could tackle major infrastructure projects without drastically increasing water and sewer rates for our residents. By proactively applying for this funding, we can save the city money in the long term while securing the health and safety of our community's water systems.

Supporting Future Growth

As our city continues to grow, our water and wastewater infrastructure must be capable of supporting increased demand. By securing this funding, we can future-proof our systems, ensuring we're well-equipped to handle population growth and economic development without the strain of outdated infrastructure.

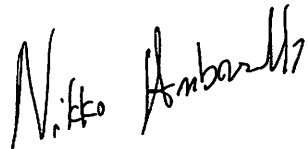
Strengthening Community Resilience

Finally, securing SCWW funding would enhance our city's resilience to natural disasters and unforeseen events that could affect our water and wastewater systems. Investing in this area now will help us mitigate risks, such as droughts, floods, and aging system failures, ensuring that we remain prepared for whatever challenges the future may bring.

I urge you all to consider the significant advantages this funding would provide and to join me in supporting this initiative. Let's work together to ensure that our city's water and wastewater systems continue to serve our community for generations to come.

Thank you for your time and consideration.

Sincerely,



Nicola Ambroselli

Amador City Councilman

9G

Outline for .gov Domain Acquisition for Amador City

Purpose

To outline the process, benefits, and costs associated with acquiring a .gov domain for the city to enhance credibility, security, and public trust in our digital presence.

1. Introduction

- **Objective:** To register a city-branded .gov domain for official use.
 - **Rationale:** A .gov domain enhances trust, security, and legitimacy in all city communications, websites, and services.
-

2. Benefits of a .gov Domain

- **Trust and Legitimacy:** Instantly recognizable as an official government entity.
 - **Enhanced Security:** Comes with heightened cybersecurity measures like DNSSEC and protection from spoofing.
 - **Credibility:** Helps the public identify and trust official city information, reducing the risk of fraud.
-

3. Eligibility

- **Government Entity:** The city qualifies as an eligible government entity to register a .gov domain.
-

4. Cost Overview

- **Annual Fee:** \$400 per year for maintaining the domain.
-

5. Process for Obtaining the Domain

1. **Select Domain Name:** Choose a domain that reflects the city (e.g., amadorcity.gov).
2. **Gather Required Information:**

- Agency name and organization type.
 - Authorizing official (e.g., City Manager or Mayor).
 - Points of contact for administration, billing, and technical management.
3. **Submit Application:** Through the official dotgov.gov website.
 4. **Approval and Domain Setup:** Await approval and manage DNS settings.
 5. **Annual Payment:** Pay the \$400 annual fee upon approval.
-

6. Next Steps

- Assign ongoing management of the .gov domain.
-

9H

CITY OF AMADOR CITY

RESOLUTION NO. 613

A RESOLUTION OF THE CITY COUNCIL OF AMADOR CITY AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the City Council of Amador desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

Now, therefore, the City Council of Amador City ("Applicant") resolves as follows:

SECTION 1. The Mayor is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the Mayor of the City of Amador City is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$65,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

ADOPTED ON May 23, 2023, by the City Council of Amador City by the following vote count:

AYES: Kel Artinian, Bragstad, Staples

NOES: 0

ABSENT: Shavill

ABSTAIN: 0

ATTEST:

Joyce Davidson
Joyce Davidson, Clerk

APPROVED:

Anne Kel-Artinian, Mayor

Local Early Action Planning Grant Application



**State of California
Governor Gavin Newsom**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Doug McCauley, Acting Director
Department of Housing and Community Development**

**Zachary Olmsted, Deputy Director
Department of Housing and Community Development
Housing Policy Development**

2020 West El Camino, Suite 500
Sacramento, CA 95833

Website: <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>

Email: EarlyActionPlanning@hcd.ca.gov

January 27, 2020

C. Project Description

*Provide a description of the project and each activity using the method outlined below, and ensure the narrative speaks to **Attachment 1: Project Timeline and Budget**.*

- a. Summary of the Project and its impact on accelerating production*
- b. Description of the tasks and major sub-tasks*
- c. Summary of the plans for adoption or implementation*

Please be succinct and use Appendix A or B if more room is needed.

While Amador City is the smallest city in California with an equally small budget, we still have to comply with all the necessary state regulations. The financial challenge to keeping compliant with current regulations is a constraint to housing and has the potential to become even more problematic. Staff has reviewed deficiencies in reporting and compliance and has identified three projects which would provide compliance with current regulations and/or reduce potential liabilities that could significantly impact the City's General Fund and thus ability to provide planning services for additional housing. The three projects are as follows:

1. **Municipal Code Updates:** The City is in the process of updating the Housing Element of the General Plan in compliance with the HCD's 6th Cycle. This update will mandate amendments to the Municipal Code to address current housing legislation and remove constraints to new housing development. The City will need to hire a planning consultant to perform the work.
2. **Accessibility Compliance:** Accessibility to city facilities can be a housing constraint to those with disabilities. Additionally, potential lawsuits resulting from lack of accessibility could have a devastating impact on the City's General Fund which could result in the inability to provide planning services. The first step in addressing accessibility issues is to review facilities and outline a compliance plan. The City is in receipt of a proposal to review and prepare a plan for the City to be in compliance with both California State disabled access standards and the Federal ADA Standards for Accessible Design.
3. **Sewer System Master Plan (SSMP) Update:** The State of California requires publicly owned sanitary sewer systems to develop and implement a Sewer System Management Plan (SSMP), including measures to control and mitigate sewer spills. Amador City is due for a comprehensive update in order to ensure compliance with state regulations. Non-compliance and insufficient maintenance of the City's sewer collection system could be a constraint to new housing development. The City Engineer has provided a proposal to update the City's SSMP as it has not undergone a comprehensive update since 2015.

Amador City is essentially staffed by consultants. For this reason, a small portion of the grant funds will be utilized to pay for administration of the grant.

From: Dave Groth grothdave@gmail.com
Subject: Re: FPPC Conflict of Interest Code Biennial Notice Requirements for Cities
Date: May 2, 2024 at 10:32 AM
To: Sandy Staples sastaples@icloud.com



We would probably be best served to have this on next month's agenda. I will review it and be prepared to do a presentation for the council regarding the issues.

Dave

Sent from my iPad

On May 2, 2024, at 9:56 AM, City Clerk <city.clerk@amador-city.com> wrote:

FfYI and action. Joyce

----- Forwarded Message -----

Subject:FPPC Conflict of Interest Code Biennial Notice Requirements for Cities
Date:Wed, 1 May 2024 21:08:31 +0000
From:biennialnotice <biennialnotice@fppc.ca.gov>
To:biennialnotice <biennialnotice@fppc.ca.gov>

Good afternoon,

The Political Reform Act requires each city to review its conflict of interest code biennially and notify the City Council as to whether or not the code needs to be amended. **The completed biennial notice must be submitted to the City Council no later than October 1, 2024.** The appropriate documents are attached and may be accessed on the FPPC's [website](#).

You are encouraged to review the online webinar on how to amend a conflict of interest code. The webinar is located on FPPC's [Training and Outreach page](#).

Please forward this email and the attached materials to your City Attorney. If you are not the individual that will complete the biennial notice, please also forward this information to the appropriate city employee.

If you have any questions, please contact the FPPC at (866) 275-3772 or advice@fppc.ca.gov.

Legal Division
Fair Political Practices Commission
916-322-5660 | 1-866-275-3772
www.fppc.ca.gov advice@fppc.ca.gov

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2024 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

9J

RESOLUTION NO. 632

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]

(September 17, 1982)

1
2
3 AN AGREEMENT AMENDING A JOINT EXERCISE OF POWERS AGREEMENT
4 BETWEEN THE COUNTY OF AMADOR, THE CITY OF AMADOR CITY, THE
5 CITY OF JACKSON, AND THE CITY OF SUTTER CREEK FOR THE
6 PURPOSE OF CREATING AN AGENCY FOR IMPLEMENTING A REGIONAL
7 WASTEWATER DISPOSAL PLAN

8 THIS AGREEMENT is entered into this 15 day of
9 November, 1982, by and between the County of Amador,
10 and the cities of Amador City, Jackson, and Sutter Creek, on
11 the following terms and conditions.

12 WHEREAS, on September 19, 1978, a joint exercise of
13 powers agreement between and among the aforementioned
14 entities was entered into in order to implement a regional
15 wastewater development plan, specifically Appendix "L" of
16 the Amador County Wastewater Management Plan, dated
17 November, 1977, approved by the Division of Water Quality of
18 the State Water Resources Control Board, which plan
19 required, inter alia, the development and construction of a
20 regional outfall and appurtenant facilities to extend from a
21 point immediately west of the City of Sutter Creek treatment
22 plant to the California Youth Authority facility near Ione,
23 known as Preston School of Industry (hereinafter referred to
24 as the "1978 Regional Outfall"); and

25 WHEREAS, the City of Jackson ("Jackson" hereinafter)
26 desires to terminate its participation in said 1978 Regional
27 Outfall and to discharge directly from its treatment plant
28 into Jackson Creek after making extensive improvements to
said treatment plant; and

WHEREAS, the remaining members of the joint powers

1 agency created by the 1978 agreement ("ARSA" hereinafter)
2 desire to continue the joint powers agency formed by said
3 1978 agreement, but on an amended basis to allow Jackson to
4 terminate its participation therein on certain terms and
5 conditions;

6 THEREFORE, the board of supervisors of the County
7 ("County" hereinafter) and the city councils of the cities
8 of Amador City and Sutter Creek ("Amador City" and "Sutter
9 Creek" hereinafter) for and in consideration of the mutual
10 promises and agreements herein contained do agree that ARSA
11 shall continue in the form set forth herein, and the city
12 council of Jackson promises and agrees that Jackson shall
13 not be a party to ARSA; provided, however, that the
14 agreement set forth as Attachment I hereto, between ARSA and
15 Jackson, shall be in full force and effect and binding, and
16 all amounts due and owing from Jackson to ARSA set forth
17 therein paid, as conditions precedent to Jackson's
18 withdrawal from ARSA as formed in 1978:

19 ARTICLE I - AUTHORITY

20 Section 1.1 Creation of Authority. Pursuant to
21 Articles I and II (commencing with Section 6500) of Chapter
22 5, Division 7, of Title I of the California Government Code
23 (hereinafter referred to as the "Act"), there is hereby
24 continued in full force and effect a public entity known as
25 the "Amador Regional Sanitation Authority", hereinafter
26 referred to as the "Authority". The Authority is a public
27 entity separate and apart from the members and shall
28 administer this agreement.

ARTICLE II - PURPOSE

1
2 Section 2.1 Purpose. The purpose of this agreement
3 shall be to continue the agency established in 1978,
4 allowing the withdrawal of Jackson. After all conditions
5 precedent have occurred after execution hereof, Jackson
6 shall cease immediately to be a member of the Authority.
7 The public entity, the Authority, shall have as a specific
8 purpose the continued maintenance and operation of the 1978
9 Regional Outfall currently in place, or as set forth herein,
10 or as may be amended by the legislative bodies of all of the
11 members hereto, excluding Jackson, and, in addition, to
12 design, construct, maintain and operate other wastewater
13 facilities which the Authority determines will have regional
14 benefits.

ARTICLE III - GOVERNING BOARD

15
16 Section 3.1 Governing Board. The Authority shall be
17 administered by a Governing Board which shall initially
18 consist of five (5) directors. One (1) director shall be
19 appointed by the city council of Amador City, two (2)
20 directors shall be appointed by the city council of Sutter
21 Creek, and two (2) directors shall be appointed by the board
22 of supervisors of Amador County. The Governing Board shall
23 be called the "Governing Board of the Amador Regional
24 Sanitation Authority." All voting power of the Authority
25 shall reside in the Governing Board.

26 Section 3.2 Directors' Terms. Each director shall
27 serve at the pleasure of the member which appointed him.
28 Vacancies on the Governing Board shall be filled by the

1 respective appointing members.

2 Section 3.3 Compensation. The directors of the
3 Governing Board may receive compensation as may be from time
4 to time established by said Governing Board and also actual
5 expenses for travel as may be authorized from time to time
6 by said Governing Board.

7 Section 3.4 Regular Meetings. The Governing Board
8 shall provide for its regular meetings; provided, however,
9 that at least one regular meeting shall be held each year.
10 The date, hour and place of the holding of regular meetings
11 shall be fixed by resolution of the Governing Board and a
12 copy of such resolution shall be filed with each member
13 thereof.

14 Section 3.5 Ralph M. Brown Act. All meetings of the
15 Governing Board, including without limitation, regular,
16 adjourned regular and special meetings, shall be called
17 noticed, held and conducted in accordance with the
18 provisions of the Ralph M. Brown Act (commencing with
19 Section 54950 of the Government Code.)

20 Section 3.6 Minutes. The Secretary of the Authority
21 shall cause to be kept minutes of the meetings of the
22 Governing Board and shall, as soon as possible after each
23 meeting, cause a copy of the minutes to be forwarded to each
24 director and to each member.

25 Section 3.7 Quorum. A majority of the Governing Board
26 shall constitute a quorum for the transaction of business;
27 provided, however, that the affirmative vote of a majority
28 of all directors shall be necessary for the approval of any

1 action of the Governing Board.

2 Section 3.8 Rules. The Governing Board of the
3 Authority may adopt from time to time such rules and
4 regulations for the conduct of its meetings and affairs as
5 are necessary for the purposes hereof.

6 ARTICLE IV - OFFICERS AND EMPLOYEES

7 Section 4.1 Chairman, Vice-Chairman and Secretary.

8 The Governing Board shall elect a Chairman and Vice-Chairman
9 and shall appoint a Secretary who may, but need not, be a
10 director. The officers shall perform the duties normal to
11 said offices; and

12 (a) the Chairman shall sign all contracts on behalf of
13 the Authority, and perform such other duties as may be
14 imposed by the Governing Board; and

15 (b) the Vice-Chairman shall act, sign contracts and
16 perform all of the Chairman's duties in the absence of the
17 Chairman; and

18 (c) the Secretary shall countersign all contracts on
19 behalf of the Authority, perform such other duties as may be
20 imposed by the Governing Board and cause a copy of this
21 agreement to be filed with the Secretary of State pursuant
22 to the provisions of California Government Code Section
23 6503.5.

24 Section 4.2 Treasurer. The Treasurer-Tax Collector of
25 Amador County is hereby designated as the Treasurer of the
26 Authority, and as the depository to have custody of all of
27 the money of the Authority from whatever source. The
28 Clerk-Auditor of Amador County is hereby designated as the

1 Auditor-Controller of the Authority. The Treasurer and the
2 Auditor-Controller shall have the duties and obligations set
3 forth in Government Code Sections 6505 and 6505.5 and shall
4 assure that there shall be strict accountability of all
5 funds and report of all receipts and disbursements of the
6 Authority. The Board of Supervisors of Amador County shall
7 determine charges to be made against the Authority for the
8 services of the Treasurer-Tax Collector and Clerk-Auditor,
9 such charges not to exceed actual costs to the County for
10 such services.

11 Section 4.3 Bonding Persons Having Access to Property.

12 From time to time, the Governing Board shall designate the
13 public officers or persons, in addition to the Treasurer and
14 Auditor-Controller, having charge of handling or having
15 access to any property of the Authority, and the respective
16 amounts of the official bonds of the Treasurer and
17 Auditor-Controller and such other persons pursuant to
18 Section 6505.1 of the Act.

19 Section 4.4 General Manager. The Governing Board

20 shall have the power to appoint a General Manager of the
21 Authority. The General Manager shall perform such duties as
22 may be imposed on him by the Governing Board and shall
23 report to said Board at such times and concerning such
24 matters as said Board may require.

25 Section 4.5 Legal Advisor. The Governing Board shall

26 have the power to appoint a legal advisor of the Authority,
27 which person shall be any person who is licensed to practice
28 law in the State of California, and who shall perform such

1 duties as may be prescribed by the Governing Board. Said
2 Governing Board may change legal advisors at any time.

3 Section 4.6 Other Employees. The Governing Board
4 shall have the power to appoint and employ such other
5 officers, employees, consultants, advisors and independent
6 contractors as may be necessary for the purposes hereof,
7 including a chief engineer who shall be any person who is a
8 registered engineer in the State of California, and who
9 shall perform such duties as may be prescribed by the
10 Governing Board.

11 ARTICLE V - POWERS

12 Section 5.1 General Powers. The Authority created by
13 this agreement shall exercise in the manner hereafter
14 provided the powers, and only the powers, common to each of
15 the entities and necessary to the accomplishment of the
16 purposes of this agreement. The Authority shall be a public
17 entity separate from the members hereof. The Authority
18 shall have the power to design, construct, and operate the
19 Regional Outfall, which may be amended, and shall have the
20 power to finance, acquire, construct, manage, operate and
21 maintain the facilities related thereto and other wastewater
22 collection, treatment, and transportation facilities,
23 subject to the provisions of this agreement.

24 Section 5.2 Specific Powers. The Authority is hereby
25 authorized, in its own name, to do all acts necessary for
26 the exercise of the foregoing general powers for the
27 purposes of this agreement, including, but not limited to,
28 any or all of the following:

- 1 (a) to make and enter into contracts;
- 2 (b) to employ agents or employees;
- 3 (c) to acquire, construct, manage, maintain or operate
- 4 any buildings, work, or improvements;
- 5 (d) to acquire, hold or dispose of property;
- 6 (e) to sue and be sued in its own name;
- 7 (f) to incur debts, liabilities or obligations;
- 8 (g) to apply for, accept, receive and disburse grants,
- 9 loans and other aids from any agency of the United States of
- 10 America or of the State of California;
- 11 (h) to invest any money in the treasury pursuant to
- 12 Government Code Section 6505.5 that is not required for the
- 13 immediate necessities of the Authority, as the Authority
- 14 determines is advisable, in the same manner and upon the
- 15 same conditions as local agencies, pursuant to Section 53601
- 16 of the Government Code; and
- 17 (i) to carry out and enforce all of the provisions of
- 18 this agreement.

19 ARTICLE VI - METHOD OF PROCEDURE AND DUTIES OF AUTHORITY

20 Section 6.1 Assumption of Responsibilities. Upon

21 completion of the initial organization of the Governing

22 Board, as amended, the Authority shall assume responsibility

23 for maintaining and operating the Regional Outfall; the

24 implementing and administering of the Regional Outfall and

25 constructing, operating, and maintaining it and other

26 facilities required therefor in accordance with law and the

27 terms and conditions of all relevant grants, agreements, and

28 contracts.

ARTICLE VII - COSTS

Section 7.1 Annual Budget. The Governing Board shall adopt a budget for administrative expenses, capital reserve expenses, and operation and maintenance expenses, annually prior to July 1 of each year.

Section 7.2 Records of Accounts. The Authority shall cause to be kept accurate and correct books of account, showing in detail the costs of administration, maintaining capital reserves, operation and maintenance, and all financial transactions of the Authority. Said books of account shall be open to inspection at all times by any representative of any of the members hereof, or by any accountant or other person authorized by any party hereto to inspect said books of account. The Auditor-Controller shall, in accordance with Section 6505 of the Act, cause the books of account and other financial records of the Authority to be audited annually by an independent certified public accountant.

Section 7.3 Allocation of Expenses; Generally. After adoption of the annual budget and prior to July 1 of each year, the Authority shall furnish to each of the members hereof, an estimate of the total annual administrative expenses, or other expenses, and of the proportion thereof allocated to each of the members hereof for the ensuing fiscal year.

Section 7.4 Payment of Costs. Each of the members hereof and Jackson agree to pay the Authority its allocated share of the total estimated annual expenses of the

1 Authority in four (4) equal installments payable on or
2 before the last day of September, December, March and June
3 of each fiscal year. The Authority shall submit to each of
4 the members hereof a final detailed statement of the final
5 expenses for the fiscal year allocated in the same manner as
6 estimated expenses were allocated within three (3) months
7 after the close of each fiscal year, whereupon final
8 adjustments of the debits and credits shall be made by the
9 Authority. If the amount of any allocated share of any
10 estimated item of expense due from any member was less than
11 the final allocation of such item to such member, such
12 member shall forthwith pay the difference to the Authority.
13 If the amount of any allocated share of any estimated item
14 of expense due from any member was in excess of the final
15 allocation of such item to such member, the Authority shall
16 credit such excess to the appropriate account of such
17 member.

18 Section 7.5 Members' Contributions Prior to Operation
19 of Outfall. Until the Outfall is operating so that the
20 contributions of the members are determined by the
21 provisions of subsection 7.6, each member shall contribute
22 expenses in accordance to the ratio of its population to the
23 whole of the population of all the members together;
24 provided, however, that Amador County's population for the
25 purposes of this agreement shall be limited to the
26 population of the Martell County Service Area. The
27 population of the respective members for the purpose of this
28 subsection is County, 9%; Sutter Creek, 84%; and Amador

1 City, 7%.

2 Section 7.6 Formula for Allocating Expenses.

3 Commencing with the fiscal year which begins after the City
4 of Sutter Creek commences treatment of wastewater from
5 Martell, each member shall contribute expenses in accordance
6 with the ratio of that member's quantity of wastewater
7 disposed of through the Outfall to the total quantity of
8 wastewater disposed of through the Outfall, adjusted at the
9 beginning of each fiscal year; provided, however, that the
10 Governing Board may make adjustments in said ratio to
11 accommodate differences in the physical or chemical
12 qualities of wastewater emanating from the respective
13 members hereof, to the extent said differences make disposal
14 of said wastewater more difficult or costly.

15 Section 7.7 Initial Payment. Upon organization, the
16 Governing Board shall determine the initial sum required to
17 fund the operations of the Authority. Within thirty (30)
18 days from the date the Governing Board so requires, the
19 members hereof shall pay to the Authority an amount
20 determined in accordance with the provisions of subsection
21 7.5, said amount being the estimated initial expense of the
22 Authority for fiscal year 1982-83.

23 Section 7.8 Sources of Funds. Each party hereto shall
24 provide the funds required to be paid by it to the Authority
25 under this agreement from any source of funds legally
26 available to such party for such purposes, subject to the
27 limitations of law.

28

1 Section 7.9 Pumping Costs, The costs of pumping
2 primary treated wastewater from Amador City to the Sutter
3 Creek treatment plant or untreated wastewater from the
4 Martell County Service Area to the Sutter Creek treatment
5 plant shall not be shared by the respective members but
6 shall be borne according to the contracts by and between
7 Sutter Creek and Amador City, and by and between the County
8 and Sutter Creek.

9 ARTICLE VIII - OPERATIONAL PROVISIONS

10 Section 8.1 Boundary Modification. Modification of
11 the boundaries of any member which may cause an increase in
12 the member's flow of wastewater into the Outfall shall
13 require the approval of the Governing Board, which approval
14 shall not be withheld unless the boundary modification may
15 reduce the ability of the Authority to dispose of all
16 wastewater created in the jurisdictions of all the members.

17 Section 8.2 Flow Metering. The Authority shall
18 install and maintain in good working order (or require said
19 installing and maintaining) meters to measure the flow of
20 wastewater originating from each member and flowing to or
21 into the Regional Outfall, and to report said flows to the
22 members hereof in the form, manner and at the times
23 prescribed by the Governing Board.

24 Section 8.3 Flow and Strength Limitation. The
25 Authority shall have the power to prohibit the discharge to
26 the Outfall of any substance in a concentration which may
27 damage the Regional Outfall or cause quality of Regional
28 Outfall wastewater to be lower than that acceptable for its

1 intended use as irrigation or industrial water, and the
2 Authority may establish by resolution or ordinance standards
3 for treatment of wastewater as necessary to safeguard the
4 wastewater disposal and/or treatment processes or facilities
5 of the Authority.

6 Section 8.4 Grant Conditions. Each of the members
7 hereof agrees that the Authority shall be empowered, in any
8 case in which the Authority is a party to a grant contract
9 with the state or the United States of America, to impose to
10 the extent permitted by law on each of the members hereof
11 the duty of compliance with any conditions in such grant
12 contract and each member agrees to comply with such
13 conditions by enactment of appropriate ordinances,
14 regulations or otherwise. Each of the members hereof
15 specifically agrees to pay promptly their shares of the
16 initial capital cost of the project.

17 Section 8.5 Enforcement by Authority. The Authority
18 is hereby authorized to take any or all legal or equitable
19 actions including, but not limited to, specific performance
20 necessary or permitted by law to enforce this agreement.

21 ARTICLE IX - TERMINATION

22 Section 9.1 Term. (a) This amended agreement shall
23 be dated the date of execution of this agreement by the last
24 of the members hereof that executes this amended agreement
25 and shall be effective on said date and shall continue until
26 terminated by agreement of a majority of the members hereof;
27 provided, however, that the term of this agreement shall be
28 a minimum of thirty (30) years from said date of execution.

1 (b) The members of the Governing Board hereof may
2 decide to form immediately upon creation and organization of
3 the Authority a special district encompassing no less than
4 the same area included in the Authority through its members.
5 Any such district shall have the legal power and authority
6 to succeed to all of the rights, duties, and powers of the
7 Authority as established herein. Upon creation and
8 organization of said district, the Governing Board of the
9 Authority may then transfer and assign all of the rights,
10 duties, and powers of the Authority to said district and
11 said district shall thereupon operate, maintain, and pay for
12 the Regional Outfall as a successor in interest to the
13 Authority. Upon said formation and organization of said
14 district, and said district's accepting said assignment and
15 transfer of the Authority's rights, duties, and powers, the
16 Authority may terminate as set forth in subparagraph (a)
17 hereof; provided, however, that such termination may occur
18 earlier than thirty (30) years from the creation of the
19 Authority as set forth in subparagraph (a) hereof.

20 Section 9.2 Disposition of Assets. On the termination
21 of this agreement, unless the Authority is superseded by a
22 special district as set forth in subparagraph 9.1(b) hereof,
23 all surplus money of the Authority shall be returned to the
24 respective members hereof in the same proportions that the
25 total of all amounts paid by each member hereof pursuant to
26 this agreement bears to the total of such amounts paid by
27 all the parties hereto, excluding Jackson. On the
28 termination of this agreement, all property of the

1 Authority, both real and personal, shall be divided among
2 the members hereof in such manner as shall be agreed upon by
3 the members hereof and, until such division is agreed upon,
4 shall be held in trust by Amador County for all the members
5 hereof.

6 ARTICLE X - MISCELLANEOUS PROVISIONS

7 Section 10.1 Notices. Notices hereunder shall be
8 deemed sufficient if delivered to:

9 City of Amador City
10 Amador City Council
Amador City, CA 95601

11 City of Sutter Creek
12 Sutter Creek City Council
Post Office Box 366
13 Sutter Creek, CA 95685

14 County of Amador
Board of Supervisors
15 108 Court Street
Jackson, CA 95642

16 City of Jackson
17 Jackson City Council
33 Broadway
18 Jackson, CA 95642

19 Section 10.2 Headings. The section headings in this
20 agreement are for convenience only and are not to be
21 construed as modifying or governing the language in the
22 section referred to.

23 Section 10.3 Law Governing. This agreement is made in
24 the State of California under the Constitution and laws of
25 such State and is to be so construed.

26 Section 10.4 Amendments. This agreement may be
27 amended at any time, or from time to time, except as limited
28 by applicable regulations or laws of any jurisdiction having

1 authority, which amendments shall be by supplemental
2 agreement executed by the members hereof, as required in
3 order to carry out any of the provisions of this agreement,
4 or for any other purpose in pursuance of the purposes of
5 this agreement.

6 Section 10.5 Partial Invalidity. If any one or more
7 of the terms, provisions, sections, promises, covenants or
8 conditions of this agreement shall to any extent be adjudged
9 invalid, unenforceable, void or voidable for any reason
10 whatsoever, by a court of competent jurisdiction, each and
11 all of the remaining terms, provisions, sections, promises,
12 covenants and conditions of the agreement shall not be
13 affected thereby, and shall be valid and enforceable to the
14 fullest extent permitted by law.

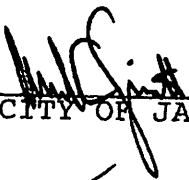
15 Section 10.6 Successors. This agreement shall be
16 binding upon and shall inure to the benefit of the
17 successors of the members, but may not be assigned without
18 consent of the Governing Board.

19 IN WITNESS WHEREOF, the members hereof have caused this
20 agreement to be executed and attested by their proper
21 officers thereunto duly authorized and their official seals
22 to be hereto affixed, on the day and year set opposite the
23 name of each of the members.

24
25 George Maloney
26 CITY OF SUTTER CREEK

27 [Signature] ATTEST
28 [Signature] Harold J. [Signature]
CITY OF AMADOR CITY City Clerk

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CITY OF JACKSON


COUNTY OF AMADOR

JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT made and entered into this 13th day of April, 1995, by and between the City of Amador City, a municipal corporation within the State of California, herein called Amador City, and the City of Sutter Creek, a municipal corporation within the State of California, hereinafter called Sutter Creek; and

WHEREAS, both Sutter Creek and Amador City are public agencies within the meaning of Government Code Section 6500 et seq. and are thus eligible to enter into this the Joint Exercise of Powers Agreement; and

WHEREAS, both entities have the power and authority pursuant to said section 6500 et seq. to exercise the powers referred to herein; and

WHEREAS, both entities have operated under a prior joint powers agreement dated November 14, 1974, and amended November 14, 1974; and

WHEREAS, Amador City needs to have its sewage treated and disposed of; and

WHEREAS, Sutter Creek has the capacity to treat and dispose of Amador City sewage up to 39,000 gpd average daily flow.

WHEREAS, in 1972, the County Water Agency undertook to initiate and coordinate a plan for regional sewage system and to complete and file a Project Report thereon with the State Water Resources Control Board not later than March 1, 1974, in order to qualify the project for said Federal and State grant funding, beginning in the Fiscal Year 1974-75; and

WHEREAS, the project report was thereafter prepared by Leeds, Hill and Jewett, Consulting Engineers and reviewed by the interested agencies, and then adopted and filed by the Amador County Board of Supervisors, prior to the March 1, 1974 deadline; and

WHEREAS, Appendices to the Amador County Wastewater Management Plan were prepared previously for Sutter Creek by E. Richard Schelin, City Engineer and for Amador City (Appendix H. Amador County Wastewater Management Plan, February 28, 1974) by Eugene Weatherby, City Engineer, supplementing, expanding and more closely defining implementation plans, and were filed with the Amador County Report prior to March 1, 1974.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Acceptance of Sewage. Sutter Creek will accept raw (untreated) sewage for treatment and disposal from Amador City, at a flow rate of no more than 39,000 gpd Average Daily Flow.

2. Gas Traps and Backflow Devices shall be installed and maintained by Amador City at all residences not having such devices, along Oro Madre Way.

3. Treatment and Disposal of said Wastewater. Sutter Creek will treat and dispose of said wastewater in a manner approved by the Regional Water Control Board.

Any liability for malpractice in the treatment and disposal of said wastewater shall not pass to Amador City, in the event that the quality and quantity of wastewater received from Amador City is within specification herein stated or agreed to hereafter.

Sutter Creek shall provide and maintain capacity in a treatment plant and disposal facilities for Amador City for 39,000 gpd Average Daily flow.

4. Payments. Amador City shall reimburse Sutter Creek for maintenance, operation and any other costs of the Sutter Creek Treatment and Disposal Plant in proportion to the flow of sewage from Amador City to the total flow. Amador City will meter delivered flows and provide data to Sutter Creek on a monthly basis, and make available the recorded information to Sutter Creek to operate the plant effectively. Flows shall be limited as set forth in paragraphs 1 and 4 of this agreement.

Payment by Amador City shall be made on a quarterly basis. Sutter Creek shall bill Amador City quarterly and Amador City will pay within 30 days. The rate shall be determined annually by October 1, and be based on the annual average on the relative flows of the past year or as adjustments are made to the City of Sutter Creek sewer rates.

Pursuant to California Code of Regulation the quarterly invoice bill shall include the total due as direct payment to Sutter Creek and the amount to be set aside in the Amador City account for the Wastewater Capital Improvement Funds (WCIF).

Once a quarter, upon request, Amador City will provide a sample of effluent for testing by Sutter Creek. No materials which may cause operating difficulties at the plant will be transmitted to Sutter Creek. Only ordinary domestic sewage shall be transmitted. Amador City shall transfer flows between the hours of 11:00 P.M. and 6:00 A.M., which may be changed by verbal agreement.

If at any time during the term of this Agreement Sutter Creek must provide WCIF funds for a facility or facilities used by Amador City under this Agreement, Amador City shall contribute a share of WCIF funds to Sutter Creek in proportion to the capacity allocated to Amador City.

Amador City shall maintain a WCIF fund in proportion to its share of the facility or facilities used, and will report the balance of the fund quarterly.

Any expenditures for increases in plant capacity will be born by Sutter Creek, except if Amador City requires more than 39,000 Average Daily Flow. Then Amador City will pay their fair share of the increased capacity.

Improvements mandated by federal or state law will be financed proportionately by both Sutter Creek and Amador City.

WCIF Expenditures of which Amador City share, which exceed the funds kept in Amador City's WCIF will be negotiated with Amador City before expenditure is made.

5. Service Area. The area to be served under this agreement is the present city limits of Amador City plus any area which Amador City presently provides sewer service to, providing that flows will not exceed the capacity allocated to Amador City at this time.

6. Duration. The duration of this agreement shall be to the year 2013 (with extension). This agreement or any term hereof may subsequently be modified by mutual agreement of the parties hereto.

7. Provide Sutter Creek with rider of Amador's General Liability Insurance for those facilities jointly used subject to limitations as specified in paragraphs 1 and 2 of the Joint Exercise of Powers Agreement.

8. Miscellaneous. Nothing herein shall be deemed to prevent or prohibit either Amador City or Sutter Creek from exercising its power of eminent domain as to the subject matter of this Agreement if such power exists independent of this Agreement.

Nothing herein shall be deemed to prevent either Amador City or Sutter Creek from exercising any power or powers granted under applicable law except as modified by this Agreement.

In the event that Amador County or an authorized agency proceeds with the construction of the Regional Sewage Project without an agreement between Jackson, Ione, or other agency involved providing for the integration of their treatment plants and for Regional Sewer Service to them, or if Amador County should agree to a Joint Powers Authority with them, then this Agreement shall be subject to such revisions as Amador and Sutter Creek may agree are necessary as a result thereof (including its participation in any Joint Powers Authority thus constituted.)

9. Takeover of Sutter Creek Treatment Plant. It is the intent of the parties hereto that, in the event of a takeover of the Sutter Creek Treatment Plant by the County of Amador, or its authorized agency administering and serving wastewater treatment and disposal, Amador City would be entitled to reimbursement, based on the net value of facilities and in a manner equitable and fair to both Sutter Creek and Amador City. Included in the transfer would be title to lands and facilities and any accrued Wastewater Capital Improvement Fund monies and equipment, or other assets pertaining to the facilities thus transferred. The transfer would be effected at the end of a fiscal year, provided any WCIF funds shall be used for the benefit of Amador or any outside areas which contributed WCIF funds. If takeover occurs at a time other than the end of a fiscal year, all treatment plant operating funds budgeted shall likewise be transferred.

IN WITNESS WHEREOF the parties hereto have entered into this Agreement effective as of the date first hereinabove written.

CITY OF SUTTER CREEK:



Mayor, Heidi A. Boitano

ATTEST:



City Clerk, Michol Tallent

CITY OF AMADOR CITY



Mayor, Susan Bragstad

ATTEST:



City Clerk, Charlotte Matson

9K

Regarding Agenda Item 9F, "Follow-up: Government of Amador City"

1. Background:

- a. In 2022, City Council of Amador City established a city manager position. The budgets passed in 2022, 2023, and 2024 allotted funding for staff, which included this position. (see attachment "Documentation").
- b. Amador City is a general law city, governed by a city council (CA Government Code section 36501). It does not have an Ordinance establishing a city manager form of government (CA Government Code section 34851). (see attachment "CA Legislative Information")

2. Issue:

There is a conflict with CA Government Code, the existing form of government for Amador City, and a staff position titled "city manager."

3. Discussion at the City Council meeting 15 Aug 2024, from public and councilmember comment:

- a. establish a city manager form of government through ordinance or referendum, or ballot measure
- b. rename and clarify responsibilities of the position as "city administrator"
- c. eliminate the position through public hearing, city council motion and vote

Each could align the government of Amador City with California Government Code.

Documentation: Establishment of a staff position titled "city manager"

Minutes of Regular Meeting of City Council, May 17, 2022

Public Hearing

- E. City Manager Position -- Bragstad moved, Robinson 2nd to hire a part-time (10 hours per week) at \$75 to \$100 per hour to perform administrative work. An ad will be placed in local paper advertising position.

Minutes of Regular Meeting of City Council, June 21, 2022

Public Hearing

- A. Report on Closed Session regarding City Manager Candidates -- Council Interviewed former Mayor Dave Groth. An offer will be made to him.

Minutes of Regular Meeting of City Council, July 19, 2022

Public Hearing

- B. City Manager Update -- Official first date July 19, 2022, letter of agreement signed. Job Description City Manager



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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.



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

Council-Manager Governments, prepared by Pat Keene, City Attorney

Under the council-manager form of government, the elected governing body (e.g., city council, city commission, board of selectmen or other body of at least three individuals) stands responsible for establishing policy, passing local ordinances, voting appropriations and developing an overall vision for the city.

Under such a government, the mayor (or equivalent executive) performs primarily ceremonial duties and is often drawn from and the presiding officer of the city council or other governing body.

The elected officials then appoint a city manager or administrator to oversee the daily operations of the government and implement the policies established by the governing body. The manager serves the governing body, often with an employment agreement or contract that specifies his or her duties and responsibilities. Ideally, the manager is apolitical.

The council-manager form has proved the most popular form of government used by cities, and the Institute for Local Self Government has stated that in California 440 of the 480 cities operate under the council-manager form of government.

Mayor-Council Governments

A mayor-council city government consists of a mayor and a number of council members or aldermen.

The mayor is elected at large, and the aldermen may be elected at large but generally receives selection from wards or aldermanic districts.

The mayor presides at council meetings and is the chief executive officer of the city. He is properly the head of the police force and the budgetary officer of the city. The council serves as the legislative agent; the proposals and appointments of the mayor are or may be subject to its approval.

Two types of mayors have resulted over time in this form of government: weak mayor-councils and strong-mayor councils.

In the weak mayor-council type, the mayor is not a chief executive in the true sense. He has limited power in appointments and removals, as well as veto; and a large number of elected officials and boards exist. Many legal powers of the council stifle him from effectively supervising city administration.

In the strong mayor-council form, the mayor has the power to appoint and remove most department heads, and only a few officials come about from election. In addition, he prepares the budget for the council's consideration and has an effective veto power.

Other Resources: City-Council and City-Manager Forms of Government

1.

<https://www.pmi.org/learning/library/high-wire-act-12895>

This document is specific to California, particularly to cities with a city-manager style of government. Page 5 of the document references the two styles of government. Page 6-8 describe in more detail the council-manager form of government.

2.

<https://mrsc.org/getmedia/034f13b6-7ec2-4594-b60b-efaf61dd7d10/Mayor-And-Councilmember-Handbook.pdf?ext=.pdf>

This document is from the State of Washington and has information specific to its governing codes. Page 5 of the Introduction briefly details the difference between forms of governance and can be generalized to cities in California.

CITY ADMINISTRATOR AT-WILL EMPLOYMENT AGREEMENT

1. **Employment.**

This City Administrator At-Will Employment Agreement (Agreement) is entered into by and between the City of ----- (City) and ----- (Administrator). Under this Agreement, the City offers, and Administrator accepts, employment as City Administrator of the City. Administrator shall be an at-will employee, and serve at the pleasure of the City Council of ----- (City Council).

2. **Duties.**

Administrator shall perform those duties and have those responsibilities that are commonly assigned to a City Administrator of a city in California, and as may be further set forth in the City's Municipal Code. Administrator shall perform such other legally permissible and proper duties and functions consistent with the office of City Administrator, as the City Council shall from time to time assign.

3. **Devotion to City Business.**

Administrator's position is part-time, approximately 40 hours per month, and does not include benefits. When addressing City business, Administrator shall not engage in any business, educational, professional, charitable, or other activities that would conflict or materially interfere with performance of his Administrator duties, except as may be specifically authorized or requested by the City Council.

4. **Term.**

Administrator's employment will commence (date) and shall continue until (date) or the date of earlier termination in accordance with provisions in this Agreement. On (date), and on every succeeding (date) thereafter while this Agreement is in effect, and on the condition that Administrator receives positive performance reviews in the two preceding years, this Agreement shall be automatically extended for two (2) additional years unless prior to that date the City Council notifies Administrator of its intention not to extend the Agreement for two additional years. The City Council's election not to extend this Agreement shall not entitle Administrator to Severance pursuant to Section 6 of this Agreement.

The "reset" provision in this Section is a result of the parties' intent that the relationship between Administrator and the City be long-term and stable. Notwithstanding these intentions, the parties acknowledge that Administrator is an at-will employee, who serves at the pleasure of the City Council.

5. **Council Commitments.**

A. Within 90 days of the Administrator's appointment, the City Council will conduct a public meeting with the City Administrator to clearly outline and agree to strategic objectives and expectations of the Administrator.

6. Termination of Employment and this Agreement; General Release; Severance.

A. Administrator serves at the pleasure of the City Council and nothing in this Agreement shall be interpreted to prevent, limit or otherwise interfere with the right of City to terminate the services of Administrator with or without cause. There is no express or implied promise to Administrator for any form of continued employment.

B. As used in this Agreement, "cause" shall only mean any of the following:

Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than minor traffic violations or similar offenses) which, in the determination of the City Council, is likely to have a materially adverse impact on the City or the Administrator's reputation;

Failure of the Administrator to observe or perform any of his duties and obligations, if that failure continues for a period of thirty (30) business days from the date of his receipt of notice from the City Council specifying the acts or omissions deemed to amount to that failure;

Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4, or of moral turpitude;

Repeated failure to carry out a directive or directives of the City Council made by the City Council at a properly noticed and held meeting; and

Any grossly negligent action or inaction by Administrator that materially and adversely: (a) impedes or disrupts the operations of City or its organizational units; (b) is detrimental to employees or public safety; or (c) violates City's properly-established rules or procedure

C. The City Council agrees that, prior to termination of Administrator, the Council will provide Administrator a written notice of the basis for its dissatisfaction with Administrator. Administrator shall have thirty (30) days in which to "cure" the issues raised in the written notice received from Council. Determination of whether Administrator has satisfactorily "cured," and whether termination is still warranted, shall be at the discretion of the City Council.

D. Administrator may resign from his employment at any time, upon giving forty- five (45) days written notice to the City Council. In the event of resignation, Administrator shall not be entitled to any additional compensation or payment, including Severance, but shall be entitled only to accrued Base Salary

7. Base Salary and Performance Evaluations.

A. Administrator's initial annual Base Salary shall be. (amount) . Said amount shall be payable in the same manner and on the same schedule as that of other City employees. Adjustments in Administrator's Base Salary may be effective at any time at the sole discretion of the City Council.

B. The City Council shall evaluate Administrator's performance at least six (6) months from the date of Administrator's appointment, and at least twelve (12) months every year thereafter, or on any schedule deemed appropriate by the City Council. Said review and evaluation shall be in accordance with specific objectives developed by the City Council in consultation with Administrator.

C. Whenever a cost of living adjustment or other non-merit based salary increase is provided to other management employees, the City Council shall consider whether it is reasonable and appropriate to grant a similar increase to the City Administrator's Base Salary upon the written request of the City Administrator.

D. Administrator's Base Salary adjustments approved by the City Council from time to time pursuant to this Agreement shall not require an amendment to this Agreement to be effective. Such may be set forth in an annual salary resolution or minute action approved by the City Council and ratified by resolution.

E. If the City reduces the Base Salary or any other financial benefit of the Administrator in a percentage that is greater than the average reduction of all managers, such action shall constitute a termination of this Agreement without Cause under Section 6.A. of this Agreement, and Administrator shall be entitled to Severance.

8. Benefits.

A. There are no benefits associated with this part-time position.

9. Indemnification.

City shall defend, hold harmless and indemnify Administrator against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Administrator's duties as City Administrator. If City compromises or settles any such claim or suit, City shall pay the amount of any settlement, or if the claim results in a judgment against Administrator, City shall pay any such judgment. This indemnification does not apply to any act, action or omission arising out of the gross negligence, willful misconduct on the part of Administrator, or acts of Administrator outside the scope of his duties.

10. Notices.

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/her/its address by written notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

CITY: City of ----
-----, CA. 12345

ADMINISTRATOR:

11. Conflict With Municipal Code.

The City Municipal Code, personnel ordinances, resolutions, rules and policies shall apply to Administrator in the same manner as applied to other management employees. However, in the event of a conflict between the provisions of this Agreement and the Municipal Code, the Municipal Code shall govern.

12. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of Administrator by City, and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.

13. Modifications.

Any modifications to this Agreement shall be effective only if in writing and signed by both of the parties hereto.

14. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

This Agreement is entered into this _____ day of _____

City of _____

Mayor

Attest: _____

Approved as to Form:

City Attorney

SAMPLE