

CITY COUNCIL OF AMADOR CITY
DRAFT, REGULAR MEETING AGENDA
TUESDAY, 10 NOVEMBER 2026
6:00 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 are 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 city.clerk@amador-city.com before 11:00 AM on the day of the meeting. Emailed public comments will be read during public comment 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.

CALL TO ORDER

FLAG SALUTE/PLEDGE OF ALLEGIANCE

ROLL CALL/ESTABLISH A QUORUM

Council Members Ambroselli, Bragstad, Sherrill, Testa, Staples

PUBLIC COMMENT

Under provisions of the California Government Code, citizens wishing to address the Council for any matter not on the agenda and within the jurisdiction of Amador City may do so at this time. Please address City Council from the podium. Public comments are limited to five minutes or less.

APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA 10 OCTOBER 2026

CONSENT CALENDAR ITEMS

All matters listed under the Consent Calendar are to be considered routine by the City Council and may be enacted by one motion in the form listed. Any item may be removed for separate discussion and possible action and made part of the regular agenda at the request of a councilmember(s).

1. Regular Meeting Minutes of 13 October 2026
2. Financial Reports
3. Letter of support to Amador Fire Safe Council for the Rendic Community Fuel Break Project

REGULAR AGENDA ITEMS:

4. **Donation to Amador City** *Richy Bohn*

Discussion of a donation of professional service and materials to seal-coat the roadway and mark parking spaces in front the Schoolhouse.

Attachments: Proposal, Live Action Engineering
Contractor License

5. **Amador City Holiday Market** *A'Laina Lyons*
Discussion and possible action, by motion and vote, that Amador City become a sponsor for the Holiday Market, December 3rd-6th.
Attachments: Poster, Amador City Holiday Market
Press Release, Amador City Holiday Market

6. **Pocket Park** *Council Member Sherrill*
Carried over from the October City Council Meeting: Discussion and possible action, by motion and vote, regarding repair of the wooden deck at the Pocket Park between Amador Whitney Museum and the Old Tavern.

7. **Proposed Donation to Amador City** *Brian Eagelson*
Discussion and possible action, by motion and vote, to accept the donation of a restored lectern/podium to the Community Hall for use at City Council meetings.
Attachments: Memo, with text and photos

8. **Wastewater Agreement,**
Discussion and direction regarding the 2nd DRAFT Wastewater Agreement between Sutter Creek and Amador City with the pending dissolution of the Amador Regional Sanitation Authority (ARSA).
Attachment: 2nd Draft Agreement, Wastewater Collection, Treatment, and Disposal Services between the City of Sutter Creek and the City of Amador

9. **City Council** *Pat Keene, City Attorney*
Discussion only regarding the declaration of election results, installation of councilmembers, unfilled seats, selection of mayor, selection of vice-mayor, and meeting procedure for the city council meeting in December.
Attachments: Memorandum, October 23, 2026
Sample Agenda, Post-General Election

REPORTS *This section provides an opportunity for a brief verbal status update on committee meetings and activities of Councilmembers and staff. No action will be taken.*

COUNCILMEMBER REPORTS
Councilmember Ambroselli
Councilmember Bragstad
Councilmember Sherrill
Councilmember Testa
Councilmember Staples

CITY ATTORNEY REPORT

STAFF REPORTS

FUTURE AGENDA ITEMS

ADJOURNMENT

The next scheduled Regular City Council meeting is Tuesday,8 December 2026, at 6:00 PM in the Community Hall at the Old Schoolhouse, 14531 East School Street

Agenda Item 1

MINUTES OF THE REGULAR MEETING OF THE AMADOR CITY COUNCIL

TUESDAY, OCTOBER 13, 2026

MEETING CALLED TO ORDER AT 6:00 PM

FLAG SALUTE AND PLEDGE OF ALLEGIANCE

ROLL CALL – Ambroselli, Bragstad, Sherrill, Staples, absent Stephen Testa

PUBLIC COMMENT – Mayor Staples reported on speed mitigation. A neighbor has offered to donate money for traffic mitigation. This will be forwarded to Traffic Mitigation Committee. Acoustic tiles on walls and ceiling recommended in Community Hall to be referred to Community Hall Committee. Also, more frames are needed for additional pictures. Kat Leon discussed flag etiquette and will donate the correct size flag for downtown pole. She also discussed the inappropriateness of announcing a new mayor for 2027 when the decision is made in 2027 by City Council. Mayor Staples read an announcement from Foothill Kitchen regarding Holiday Market.

APPROVAL OF CITY COUNCIL REGULAR MEETING AGENDA OCTOBER 13, 2026, - Motion to approve agenda by Ambroselli 2nd by Bragstad, approved unanimously.

CONSENT CALENDAR –

1. Regular Meeting Minutes for September 9, 2026
2. Financial Reports – not available

Motion to approved the Consent Calendar, excluding Financial Reports, made by Sherrill, 2nd by Ambroselli, approved unanimously.

REGULAR AGENDA ITEMS -

3. Pocket Park – Another bid to repair Pocket Park will come in November. Additional caution tape will be provided for safety.
4. Wastewater Agreement - ARSA dissolving and Sutter Creek taking over responsibility. Negotiations are ongoing, issues are our daily flow, capacity, on what gallonage are we charged, inflow vs outflow, calibrations, possible leaks, possible new meters, will rates increase. This is a memorandum of understanding and not a contract. By law, Sutter Creek must accept our sewage, MOU could be terminated but not transmission of sewage. This was discussion only.

5. Resolution # 658, Motion to establish $700.00 per month as compensation to elected position of City Clerk, by Ambroselli, 2nd by Sherrill, approved by Ambroselli, Sherrill, Staples, a no vote by Bragstad.
6. Resolution #659 – Motion by Sherrill, 2nd by Ambroselli establishing third position in City Hall of an Administrative Assistant Position with up-dated salary, approved unanimously.
   City Attorney to submit draft letter to State Attorney General regarding compatibility of City Clerk Elected position and Administrative Assistant position if held by one person at November Council Meeting
7. Review draft contract from Sutter Creek for Law Enforcement. Discussion only.

Meeting adjourned at 9:07 pm.

Agenda Item 2

City of Amador City
GENERAL FUND - YTD Actual vs Annual Budget
July 2026 through June 2027

	Jul '26 - Jun 27	Budget	% of Budget
Ordinary Income/Expense			
Income			
Rental Management	3,940.00		
Dividend	0.00	750.00	0.0%
Business License Fees	0.00	1,235.00	0.0%
Cemetery Revenue	0.00	0.00	0.0%
Construction Permits	606.96	25,000.00	2.4%
Design Review	0.00	300.00	0.0%
Encroachment Permit	-451.25	3,420.00	-13.2%
EV Charging Station	0.00	780.00	0.0%
Franchises	555.99	7,964.00	7.0%
Homowners Prop Tax Relief	0.00	452.26	0.0%
Insurance Refunds & Other	0.00	0.00	0.0%
Matching Funds	0.00	0.00	0.0%
Miscellaneous Income	973.55	0.00	100.0%
Other Fines	0.00	0.00	0.0%
Prop 172 Pub Safety	0.00	400.00	0.0%
Prop Taxes Secured & Unsecured	0.00	72,267.41	0.0%
Real Property Transfer Taxes	308.00	1,450.00	21.2%
Rents & Concessions	0.00	30,000.00	0.0%
Road Maintenance	0.00	915.00	0.0%
Sales & Use Taxes	920.15	6,330.13	14.5%
Sewer Service Revenue	-2,634.00	0.00	100.0%
Sign Reviews & Permits	0.00	0.00	0.0%
Special Sales Tax - Measure K	4,779.40	4,000.00	119.5%
State of California Allocation	0.00	0.00	0.0%
Street & Curb Permits	0.00	0.00	0.0%
Supp Secured & Unsecured Taxes	3,086.06	516.41	597.6%
Transient Lodging Taxes	3,695.38	10,500.00	35.2%
Uncategorized Income	0.00	30,000.00	0.0%
Vehicle License Taxes	0.00	30,429.41	0.0%
Total Income	15,780.24	226,709.62	7.0%
Expense			
IT			
Contracted Services	0.00	5,000.00	0.0%
Total IT	0.00	5,000.00	0.0%
Bank Fees and Charges	232.14	150.00	154.8%
Bridge Replacement	0.00	0.00	0.0%
Cemeteries	0.00	0.00	0.0%
Community Promotion	0.00	4,000.00	0.0%
Contract Svcs - Governmental	0.00	5,059.86	0.0%
Dues and Subscriptions	297.90	3,057.77	9.7%
Engineering	2,490.33	20,000.00	12.5%
Insurance			
Worker's Comp Insurance	1,907.17	5,000.00	38.1%
Insurance - Other	11,675.24	35,000.00	33.4%
Total Insurance	13,582.41	40,000.00	34.0%
Management & Support	498.00		
Materials, Supplies, Office	1,235.13	3,304.49	37.4%
Outside Labor	0.00	0.00	0.0%
Payroll Expenses			
Payroll Fees	0.00	0.00	0.0%
Wages			
Maintenance Wages	2,637.00	10,600.00	24.9%
Office Wages	8,519.00	32,000.00	26.6%
Total Wages	11,156.00	42,600.00	26.2%

City of Amador City
GENERAL FUND - YTD Actual vs Annual Budget
July 2026 through June 2027

	Jul '26 - Jun 27	Budget	% of Budget
Employer Taxes	902.79	6,000.00	15.0%
Payroll Expenses - Other	0.00	0.00	0.0%
Total Payroll Expenses	12,058.79	48,600.00	24.8%
Plan Check and Permits	3,081.91	0.00	100.0%
Postage	92.20	400.00	23.1%
Private Contract Services	4,534.32	34,391.48	13.2%
Public Transit	7,940.00		
Reconciliation Discrepancies	0.00	0.00	0.0%
Repairs, Maint & Mang. City	11,545.83	14,000.00	82.5%
Streets/Storm Drains	3,261.13	100.00	3,261.1%
Utilities			
Electric	4,274.10	7,556.00	56.6%
Garbage	0.00	1,240.00	0.0%
Phone & Internet Costs	642.88	3,500.00	18.4%
Propane	0.00	0.00	0.0%
Sewer	457.35	0.00	100.0%
Water	1,804.19	3,693.65	48.8%
Total Utilities	7,178.52	15,989.65	44.9%
Weed Abatement	7,700.00		
Total Expense	75,728.61	194,053.25	39.0%
Net Ordinary Income	-59,948.37	32,656.37	-183.6%
Other Income/Expense			
Other Income			
Investment Earnings	12,590.57	39,314.58	32.0%
Total Other Income	12,590.57	39,314.58	32.0%
Other Expense			
Capital Improvements			
City Hall Apt A Fire	0.00	118.44	0.0%
Total Capital Improvements	0.00	118.44	0.0%
Total Other Expense	0.00	118.44	0.0%
Net Other Income	12,590.57	39,196.14	32.1%
Net Income	**-47,357.80**	**71,852.51**	**-65.9%**

City of Amador City
SEWER FUND YTD Actual vs Annual Budget
July 2026 through October 2026 (33%)

	Jul '26 - Jun 27	Budget	% of Budget
Ordinary Income/Expense			
Income			
Sewer Connection Fees	0.00	0.00	0.0%
Sewer Service Revenue	63,013.08	188,661.18	33.4%
Total Income	63,013.08	188,661.18	33.4%
Expense			
Hand Rail	0.00	0.00	0.0%
Bank Fees and Charges	0.00	0.00	0.0%
Contract Svcs - Governmental	0.00	26,000.00	0.0%
Dues and Subscriptions	0.00	3,000.00	0.0%
Engineering	11,507.10	39,000.00	29.5%
Insurance			
Worker's Comp Insurance	1,642.04	0.00	100.0%
Total Insurance	1,642.04	0.00	100.0%
Outside Labor	0.00	900.00	0.0%
Payroll Expenses			
Wages			
Maintenance Wages	6,990.40	20,500.00	34.1%
Total Wages	6,990.40	20,500.00	34.1%
Employer Taxes	534.76	1,679.60	31.8%
Total Payroll Expenses	7,525.16	22,179.60	33.9%
Postage	-178.35	400.00	-44.6%
Private Contract Services	1,170.77	4,891.00	23.9%
Repairs, Maint & Mang. City	1,135.00	20,000.00	5.7%
Sewer Transmission	24,814.01	74,185.00	33.4%
Streets/Storm Drains	126.22	0.00	100.0%
Utilities			
Electric	3,690.70	11,575.00	31.9%
Water	570.07	2,161.39	26.4%
Total Utilities	4,260.77	13,736.39	31.0%
Weed Abatement	1,300.00		
Total Expense	53,302.72	204,291.99	26.1%
Net Ordinary Income	9,710.36	-15,630.81	-62.1%
Other Income/Expense			
Other Income			
Investment Earnings	0.00	0.00	0.0%
Total Other Income	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.0%
Net Income	**9,710.36**	**-15,630.81**	**-62.1%**

Agenda Item 3

CITY OF AMADOR

INCORPORATED JUNE 2, 1915

California.

Date: 27 October 2026

To: Amador Fire Safe Council
PO Box 1055
Pine Grove, Ca. 95665

Subject: Rendic Community Fuel Break Application to the Sierra Nevada Conservancy Wildfire and Forest Resilience Directed Grant Program

To Review Committee:

On behalf of Amador City, I am pleased to provide this letter of support for the Rendic Community Fuel Break Project, proposed by the Amador Fire Safe Council (AFSC). The project will establish and maintain approximately 116 acres of strategic fuel break treatments east of Drytown in Amador County, helping protect the communities of Drytown, Amador City, Sutter Creek, and the upcountry area from catastrophic wildfire.

Amador City supports this project because it aligns with our shared goals of improving wildfire resilience, protecting lives and property, enhancing forest and ecosystem health, and preparing local communities for increasing wildfire threats.

The Rendic Community Fuel Break Project directly supports the goals and priorities identified in the Amador County 2026 Community Wildfire Protection Plan (CWPP). As a CWPP-identified project, this effort represents a collaborative, community-driven approach to reducing wildfire risk, improving emergency response capabilities, and enhancing the resilience of communities, infrastructure, natural resources, and working lands throughout Amador County.

This project will reduce hazardous vegetation in a high wildfire risk area, improving firefighter access and enhancing opportunities for safe and effective wildfire suppression. The fuel break will help protect approximately 2,760 homes and other habitable structures while advancing community preparedness through outreach, education, and public engagement.

The Rendic Community Fuel Break Project is an important step toward building a more fire-resilient future for Amador County. We strongly support the Amador Fire Safe Council's funding request and respectfully encourage the Sierra Nevada Conservancy to fund this project.

Thank you for your consideration.

Sincerely,

sandra staples

Sandra Staples
Mayor, Amador City

Agenda Item 4



STA ALIFORNIA

CONTRACTORS STATE LIC BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Profession
and the Rules and Regulations of the Contractors State License
the Registrar of Contractors does hereby issue this license t

LIVE ACTION ENGINEERING INC

License Number 1129802

to engage in the business or act in the capacity of a contractor in the following classifications:

A - GENERAL ENGINEERING

Witness my hand and seal this day,

December 3, 2024

Issued December 2, 2024

Michael Mark, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

INVOICE

Live Action Engineering Inc.
License1129802
71 A Church Street
Sutter Creek, CA 95685

liveactionengineeringinc@gmail.com
+1 (209) 283-4509

LIVE ACTION ENGENEERING INC.

Bill to
Amador City School
14531 East School Street
Amador City, Ca 95601

Ship to
Amador City School
14531 East School Street
Amador City, Ca 95601

Invoice details
Invoice no.: 1119
Terms: Net 30
Invoice date: 11/03/2026
Due date: 12/03/2026

#	Date	Product or service	Description	Rate	Amount
1.	11/02/2026	**Donation**	Advertising/Donation of seal Coat for School House Value $4500.00	$0.00	$0.00

Total **$0.00**

Ways to pay

VISA DISCOVER AMEX BANK PayPal venmo

View and pay

Agenda Item 5

AMADOR CITY HOLIDAY MARKET

HOLIDAY FINDS • FESTIVE FOOD & DRINKS • FAMILY FUN

Celebrate the season and support local makers!
Explore unique items, treats, and festive surprises.

4 DAYS ONLY DEC 3-6!

Thursday & Friday 4-8
Saturday 12-8
Sunday 12-4





FOR IMMEDIATE RELEASE

Amador City Holiday Market to Bring Four Days of Festive Local Shopping to the Community

AMADOR CITY, Calif. — A festive new tradition is coming to Amador City. The Amador City Holiday Market will bring local artisans, small makers, specialty food producers, and neighbors together for four days of seasonal shopping in early December.

Inspired by the warmth and charm of European Christmas markets—and grounded in the creativity of the local community—the event will offer a welcoming alternative to conventional holiday shopping. Visitors can browse a curated mix of artisan gifts, handmade goods, thoughtfully designed products, and festive food and drinks while gathering with friends and family.

Shoppers can look forward to fine arts and crafts, jewelry, ceramics, home décor, and other distinctive gifts. A dedicated youth area will offer holiday activities such as craft projects and face painting, while also showcasing work by talented emerging junior artisans. Throughout the market, seasonal food and drink specialties will add to the warm, festive atmosphere.

Organizers envision the market as more than a shopping destination. It will be a joyful community gathering that celebrates local talent, invites visitors to linger, and gives friends and families another reason to experience Amador City during the holiday season. Guests can make a full day of it by exploring charming Amador City, with its historic character, welcoming local businesses, boutique wineries, and small-town atmosphere. The community is encouraged to watch for the announcement of dates and hours—and save the date for this special four-day event.

"We want this market to feel festive, beautiful, and community-centered—a place where people can discover meaningful gifts, support independent makers, and enjoy the spirit of the season together," said organizer A'Laina Lyons of Foothill Kitchen. "We hope neighbors and visitors will mark their calendars, join us in December, and help make this an annual Amador City tradition."

Local residents and visitors are encouraged to save the date and watch for the full vendor lineup, schedule, and visitor information. Makers interested in participating may email hello@amadorcityholidaymarket.com for details.

Members of the media are invited to attend the Amador City Holiday Market and experience the event firsthand. Organizer A'Laina Lyons is available for interviews about the inspiration behind the market, participating makers, and its role in bringing the community together for the holiday season. To arrange an interview, request additional information, or obtain media materials, please contact Foothill Kitchen using the information below.

Foothill Kitchen | 10787 Water Street | Amador City | 209-256-2445 | foothillkitchenamador@gmail.com

Event Details

Dates and hours: Thursday December 3rd 4-8 PM, Friday December 4th 4-8 PM, Saturday December 5th 12-8 PM, Sunday December 6th 12-4 PM
Location: The beautiful Water Street Garden at the corner of Main Street & Water Street in Amador City, CA
Admission: Free!
Event updates: Check out our website at: www.AmadorCityHolidayMarket.com and follow us on Socials @AmadorCityHolidayMarket for the latest updates

Media contact:
A'Laina Lyons
Foothill Kitchen/Amador City Holiday Market
209-256-2445
foothillkitchenamador@gmail.com

Agenda Item 6

Agenda Item 7

Text, from Brian Eagelson, 15 October 2026

"The item I wish to donate is an antique podium that I refinished. When I saw the podium in the room the other night, I felt it didn't have the ambiance that our "diamond jewel of the Mother Load" should have. It has a lot of character. I tried to research the name on the small brass plaque but found nothing. The individual probably was not a member of the clergy since there is no related title. Perhaps a good story could be concocted about the brother of the first mayor who was known for his generosity of free drinks at the tavern and thus was given it by the town as a token of their thanks. I will leave the story (myth?) to others to fabricate. Check with the other members and if you folks want it I will attach wheels on it so it can easily be moved around the room and I will bring it up from Benicia next trip..."







Agenda Item 8

BUSINESS TERM SHEET: WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SERVICES

Between the City of Sutter Creek and the City of Amador ~~City~~

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1. Purpose & Background

This Term Sheet outlines the core business and operational terms to govern a new Wastewater Services Agreement between the **City of Sutter Creek** and the **City of Amador ~~City~~**

- **JPA Dissolution & Succession**: The Amador Regional Sanitation Authority (ARSA) is dissolving. The City of Sutter Creek is the legal successor-in-interest to ARSA for all purposes and is assuming all of ARSA's assets, rights, and obligations, including the regional outfall, state-owned pipelines, reservoirs, and disposal agreements .
- **Contract Overhaul**: This new agreement replaces the 1995 Joint Exercise of Powers Agreement (which expired in 2013 but has continued in informal use). This agreement rolls the historical **Collection and Treatment** terms and the newly integrated **Disposal** terms into a single, cohesive municipal contract administered directly by Sutter Creek .

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2. The Parties

- **Service Provider**: **City of Sutter Creek** (as owner/operator of the Wastewater Treatment Plant (WWTP) and the successor to the regional disposal system)
- **Customer Agency**: **City of Amador ~~City~~ .**

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3. Scope of Services & Service Area

- **Services Provided**: Sutter Creek ~~agrees to *will*~~ shall receive r~~aw, untreated~~ primary treated (aerated and screened) domestic wastewater from Amador City's collection system, transport it through Sutter Creek's main lines, provide treatment at the Sutter Creek WWTP to compliant secondary/tertiary standards, and handle final effluent disposal.
- **Service Area**: Restricted strictly to the current municipal boundaries of Amador City and any unincorporated areas Amador City currently serves. Any future service area

expansions or annexations that increase wastewater flow require prior written approval from the Sutter Creek City Council .

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4. Flow & Capacity Allocations

- **Capacity Right-Sizing**:
  - Under the expired 1995 contract, Amador City was allocated **39,000 Gallons Per Day (gpd)** Average Daily Flow (ADF). ~~This historical allocation represents **double the capacity** that Amador City actually requires, while Sutter Creek is currently running short on capacity for its own needs .~~
    While the historic Average Daily Flow at the WWTF is approximately 11,500 gpd, the current Housing Element for Amador City (2021-2029) states that Amador City could have up to 117 new residential units, creating an additional 15,327 gpd for a total of 26,827 gpd ADF.

- **Proposed Term**: The *existing* baseline capacity allocation for Amador City can be reduced to 26,000 gallons per day Average Daily Flow. ~~shall be reduced to a realistic limit of **20,000 gpd ADF**, freeing up critical capacity for Sutter Creek's local use.~~ Amador City retains the right to negotiate the purchase of additional capacity at prevailing connection fee rates if future demand requires it.

- **Flow Window Restriction**: To prevent hydraulic overloading of the Sutter Creek collection system, Amador City must restrict its primary wastewater transfers to the off-peak hours between **11:00 PM and 6:00 AM**. Any emergency pumping required durinvg non off-peak hours, mostly during storm flows, shall be cleared by COSC Public Works Department.

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5. Financials & Cost-Sharing Formulas

To eliminate unfair subsidies and establish long-term financial equity, operational and capital cost-sharing will be divided into clear, manageable structures.

A. Operations & Maintenance (O&M) and Disposal Fees

- **Quarterly Volumetric Billing**: Amador City shall reimburse Sutter Creek quarterly for its proportional share of the actual maintenance, operation, administration, engineering, and legal costs of both the WWTP and the regional disposal system.
- **The Billing Ratio**: Billing is calculated by multiplying total O&M/Disposal costs by the ratio of Amador City's metered wastewater flow to the total flow treated at the plant over the preceding year .

B. Capital Improvement Project (CIP) Framework

Major capital projects at the WWTP or the disposal system will be funded through three distinct categories to ensure fair cost distribution:

1. ~~Bucket~~ ***Category 1*: Repair & Replacement (R&R) of Existing Assets** *(e.g., replacing aging pumps, clarifier roofs, or disposal pipelines)*.
   Cost-Sharing Rule: ***Shared based on Actual Volumetric Flow for Amador City.*** ~~**Allocated Capacity Percentage** (Amador City's capacity right divided by total plant design capacity). Amador City pays for its constant "readiness to serve" regardless of its actual volumetric flow in a given month.~~

2. ~~Bucket~~ ***Category* 2: Expansion for Growth** *(e.g., expanding basins or pipelines to handle new development)* [1025].
   Cost-Sharing Rule: **Growth Pays for Growth** . If Sutter Creek or the Amador Water Agency (AWA) expands the plant to serve new growth in their respective areas, Amador City pays $0 . ~~If Amador City requests capacity exceeding its base allocation, it must pay 100% of the capital costs required to secure that expansion .~~ *This contradicts statement under 4. Flow & Capacity Allocations – Proposed Term*: ….Amador City retains the right to negotiate the purchase of additional capacity at prevailing connection fee rates if future demand requires it

3. ~~Bucket~~ ***Category* 3: Regulatory Upgrades** *(e.g., state-mandated tertiary upgrades or discharge standard changes)* [1025].
   Cost-Sharing Rule: ~~Shared **proportionately based on allocated capacity** .~~ ***Shared proportionality is based on Actual Volumetric Flow for Amador City.***
   ~~*Exception:* If the regulatory upgrade is triggered by high-strength waste from Amador City's commercial impacts, Amador City pays a corresponding surcharge .~~ *comment What constitutes high-strength? Past testing results for BOD and TSS do not show reasons to include this exception.*

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6. System Ownership, Metering & Conveyance

- **Conveyance Responsibility**: Amador City remains solely responsible, at its own expense, for operating and maintaining its collection pipes and getting its raw sewage "over the hill" to the designated connection point with Sutter Creek's system
- **Point of Connection**: The sewer system intertie located on Oro Madre Way .
- **Metering**: Amador City shall maintain a certified wastewater flow meter at the connection point, provide Sutter Creek with daily metered flow records on a monthly basis, and allow Sutter Creek full access for calibration and testing. comment: *Amador City has used an inline flow meter located in its WWTF Pump Station for years that the City's operator can read during daily monitoring. Maybe find a more accurate meter to place at the same location if COSC does not like the readings. If COSC wants to meter at an additional spot at their cost it would be their choice.*

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7. Quality Standards, Compliance & I&I Surcharges

- **Domestic Waste Only**: Amador City shall only discharge ordinary domestic sewage Fats, oils, and grease discharges shall be controlled to the lowest level as realistically possible. Heavy metals discharges shall be controlled to the lowest levels possible and shall a no time exceed the levels present in the COSC WWTP influent. Industrial waste, ~~fats, oils, grease (FOG), and heavy metals are~~ is strictly prohibited. Amador City must enforce a local sewer-use ordinance to maintain these standards .

- **Oro Madre Way Protection**: Amador City must maintain and inspect gas traps and backflow devices on all residential connections along Oro Madre Way.

- **Inflow & Infiltration (I&I) Controls**: To prevent storm-water from flooding the treatment plant during winter, the following wet-weather limits are established:

  - **Peaking Factor Threshold**: Amador City's Peak Wet Weather Flow (PWWF) during storms must not exceed an established Peaking Factor (~~e.g., **3.5 times**~~ its Average Dry Weather Flow). *3.5 is too low. 4.0 is common for newer systems, but for old systems even with chasing I&I, 5.0 to 6.0 is more realistic.*

  - **Wet Weather Volumetric Surcharge**: Any flows transmitted to Sutter Creek during storms that exceed the Peaking Factor threshold will be billed at a premium rate (e.g., triple the standard treatment rate) to cover hydraulic overloading costs and incentivize pipe relining . *COSC should provide actual costs for this surcharge prior to setting rate.*

  - **Mandatory Corrective Action**: If Amador City exceeds its PWWF limit more than ~~three~~ nine times in a single wet season (3 times per month over a three month wet season), it must fund a Sanitary Sewer Evaluation Survey (SSES) and execute a corrective repair plan within 12 months.

  - **3-Year Grace Period**: Surcharges will be waived for the first three years of the agreement to allow Amador City to make good-faith progress on initial collection system repairs [1034].

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8. Liability, Fines, and Indemnification

We propose to replace the unfair "sole liability" provision of the 1995 contract (which absorbed Amador City of treatment plant liabilities) with a balanced, modern municipal framework.

- **Proportional Operating Liability**: Sutter Creek is responsible for malpractice or negligent operation of the WWTP and disposal system . However, Amador City is fully liable for damages, regulatory violations, and spills caused by its negligent maintenance of its own collection lines .
- **Pass-Through Environmental Fines**: If the Regional Water Quality Control Board issues an administrative civil liability fine or Notice of Violation to Sutter Creek due to a plant overflow or permit breach *directly caused* by Amador City exceeding its wet-weather peaking limits or discharging prohibited waste, Amador City is legally required to assume **100% of the financial liability** for that fine.

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9. Term, Termination & Dispute Resolution

- **Contract Term**: **20 years** from the date of execution, aligning with the financing and lifecycle of the new regional wastewater treatment plant .
- **Termination**: Any party may terminate the agreement upon **365 days' written notice** to the other, subject to Amador City paying all outstanding O&M and capital debt obligations. *Provide defined termination grounds, notice and cure procedures, and transition safeguards that prevent interruption before a lawful, operational replacement service is available.*
- **Dispute Resolution**: Prior to litigation, the ~~General Managers~~ City Manager of Sutter Creek and Mayor of City of Amador must engage in **30 days of good-faith negotiations**, followed by structured third-party mediation. Prevailing party in any subsequent legal action is entitled to reasonable attorneys' fees and costs.

Agenda Item 9

MEMORANDUM

To: Amador City Council

From: Patrick Keene, City Attorney

RE: Post-Election Council Issues

Date: October 23, 2026

Councilmember Nikko Ambroselli had requested that I address the following issues:

Timing: Must the declaration of election results, installation of councilmembers, and selection of mayor and vice mayor occur at the same meeting?

Unfilled seats: Given that three council seats are up in November, how should the City proceed if fewer than three qualified candidates are elected or appointed? Would the outgoing members remain under Government Code § 36503?

Meeting procedure: Who should preside during the transition, and what nomination and voting procedures should we follow?

Future compliance: Would you recommend adopting a formal council reorganization procedure to ensure consistency with state law?

I shall address each issue separately.

Timing: Must the declaration of election results, installation of councilmembers, and selection of mayor and vice mayor occur at the same meeting?

Government Code §10263 provides that the declaration of election results is to occur no later than the fourth Friday after the election. The installation of new councilmembers also occurs at that meeting.

Government Code §36801 provides that the mayor and mayor *pro tempore* (vice-mayor, if you will), are selected at the same meeting for declaration of election results and installation of new councilmembers.

Unfilled seats: Given that three council seats are up in November, how should the City proceed if fewer than three qualified candidates are elected or appointed? Would the outgoing members remain under Government Code § 36503?

If there is a vacancy on the council due to the expiration of terms of the two councilmembers

Staples and Sherrill and the fact that only one person is running (Councilman Testa) for election, unless there are write-in votes for the council which result in the election of another council-person(s), there will be one or two vacancies on the council. That vacancy is required to be filled as follows, pursuant to Government Code §36512:

"(b) If a vacancy occurs in an elective office provided for in this chapter, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy.

(1) If the council calls a special election, the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person elected to fill a vacancy holds office for the unexpired term of the former incumbent.

(2) If the council fills the vacancy by appointment, the person appointed to fill the vacancy shall hold office pursuant to one of the following:

(A) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general municipal election, the person appointed to fill the vacancy shall hold office until the next general municipal election that is scheduled 130 or more days after the date the council is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(B) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general municipal election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall hold office for the unexpired term of the former incumbent."

The outgoing councilmembers will cease to be such as of the date of election or appointment of their successors. Government Code §36512(b) provides that the Council shall, within 60 days from the commencement of the vacancy (which occurs as of the date the Council declares the election results) either appoint new councilmembers or schedule a special election which is to occur within 114 days from the call of the special election. The councilmembers whose term expires shall continue to serve until their replacements are appointed or elected.

This issue was directly addressed in the case of *People ex. rel. Schlesinger v. Sachs* (2023) 97 Cal.App.5th 800, a copy of which is attached.

Meeting procedure: Who should preside during the transition, and what nomination and voting procedures should we follow?

The existing mayor (Mayor Staples) continues in office until the Council elects another mayor. That may (and probably should) be done at the meeting at which the election results are declared

by the City pursuant to Government Code §10263.

Future compliance: Would you recommend adopting a formal council reorganization procedure to ensure consistency with state law?

No, I think the existing state law is sufficiently clear to govern the election and as necessary appointment of councilmembers. I will note that it has been the assumption in the past that the terms of councilmembers extends to January 1 of the year following the election. The correct determination is that councilmembers' terms extend until the date at which the Council declares the results of the election and new councilmembers are sworn in. If there is a delay in appointment of councilmembers to fill one or more vacancies on the Council, the councilmembers whose terms expired continue to serve until their successors are elected or appointed.

I hope this addresses these questions adequately. Please let me know if you require anything further.

City Council Regular Meeting
(Sample, Post-General Election)

Call to order *by the sitting mayor*

Pledge of allegiance

Roll call *Five sitting members. Members whose terms have ended but who continue to serve until a successor qualifies are noted as holdover members.*

Approval of agenda and any urgency or order-of-business changes

Declaration of election results and installation
The clerk presents the county's certified statement of results from the Nov 3 election.
The clerk presents the certificate of election to the new member.
The oath of office is administered (the clerk or another authorized officer can do this).
The new member is seated on the dais.

Selection of mayor
Call for nominations from councilmembers, then a roll call vote
The outgoing mayor hands the gavel to the new mayor, who presides for the rest of the meeting.

Selection of mayor pro tem *(as above)*

Council vacancy and holdover status
The city attorney briefs the council on the holdover seats and the 60-day deadline.
The council directs the clerk to post the vacancy notice, sets the application window and sets the interview meeting date.

Committee and representative assignments (*normally reset after reorganization)*

Public comment on non-agenda items

Consent calendar *(minutes, warrants and routine items)*

Regular Agenda Items

Reports *from staff, council members and the city attorney*

Adjournment