

AMADOR CITY

AGENDA OF THE MEETING OF THE CITY COUNCIL

THURSDAY SEPTEMBER 19, 2019, 7:00 P.M.

Discussion and possible action on all items

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL-
APPROVAL OF AGENDA
4. CONSENT AGENDA – Minutes of August 15, 2019, Financial Statements
5. PUBLIC MATTERS NOT ON THE AGENDA – Discussion items only, no action to be taken. Any person may address the council at this time on any subject matter within the jurisdiction of the Amador City Council. Any item that requires action will be deferred to a subsequent council meeting. Five minute time limit. -
6. **Public Hearing**
 - A. **Council Member – Training and Civility requirements – Discussion item only – No action**
 - B. **ACRA JPA Amendment allowing non-elected persons to be on ACRA Board – Carolyn Fregulia**
 - C. **Pursue grant for solar power at sewer pond – Susan Bragstad**
 - D. **Possible zoning change to allow second detached residence on Budrick property on Water Street**
 - E. **Fire sprinkler pipe in Amador Hotel – Supporting documentation - provided by Ray Brusatori**
 - F. **Discussion of Oak Tree in Cemetery – Discussion item only – No action**
 - G. **Continued discussion of “traffic calming” on Main Street**
 - H. **Committees: Maintenance, ARSA, Air, Culbert Park, Design Review, ACTC/RTMF, LAFCO, Homeless, Museum, Air BnB**

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, then please contact Joyce Davidson at (209)890-6284 or e-mail cityclerk@amadorcity.net. Requests must be made as early as possible, and at least two full business days before the start of the meeting.

AMADOR CITY

MINUTES OF THE MEETING OF THE CITY COUNCIL

THURSDAY August 15, 2019, 7:00 P.M.

Discussion and possible action on all items

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL- Groth, Kel-Artinian, Marks, Robinson present; Bragstad absent
APPROVAL OF AGENDA – Kel-Artinian moved, 2nd by Marks, approved unanimously
4. CONSENT AGENDA – Minutes of July 18, 2019, Financial Statements – Kel-Artinian moved, 2nd by Robinson, approved unanimously ;Financial Statements to be approved at Sept. meeting
5. PUBLIC MATTERS NOT ON THE AGENDA – Discussion items only, no action to be taken. Any person may address the council at this time on any subject matter within the jurisdiction of the Amador City Council. Any item that requires action will be deferred to a subsequent council meeting. Five minute time limit. – Anonymous letter read by representatives of Sutter Creek Fire Department.

6. Public Hearing
 - A. Aces Contract – Discussion/Action – 5 year Extension to be discussed and approved at Council Meeting scheduled for August 22, 2019
 - B. Water Leak in Amador Hotel – Per City Attorney 1) Tarts Claim Act 2) Passage of Time – City has issue wiith age of claim/claimant asking for betterment. City Attorney requested claimant submit issue in writing for clarification and provide pictures
 - C. Traffic Calming Measures on Main Street – Some suggestions: Flag Pole installed, Stop Sign at either or both ends of City, Diagonal parking on one side of Main Street. A meeting with John Gedney will be scheduled and also investigating possibility of Cal Trans grants
 - D. County Self Help Tax – Discussion only – ½% tax to raise revenues, would expire in 10 years, based on population/miles of roads.
 - E. SB1 funding – Review Status – Measure M to raise funds based on population/miles of roads. Funds may be used to pay for installation of bollards. Louis Podesta to do work and will provide proof of liability insurance.
 - F. Air B n B- Discuss issues – Question of limiting number of Air BnB's discussed – Presently we have two plus two proposed
 - G. Electric Charging Station – Status – Lease with Imperial Hotel for 7 years; to be discussed with Air District and our attorney
 - H. Concerns and Questions Re: Financial Statements – Mary Louise Nixon – Discussion of allocation of interest
 - I. On Line Budget – To increase transparency. Develop cost structure to put on line.
 - J. Committees: Maintenance, ARSA, Air, Culbert Park, Design Review, ACTC/RTMF, LAFCO, Homeless, Museum, Air BnB



Amador County Recreation Agency

10877 Conductor Blvd., Suite 100

Sutter Creek, CA 95685

www.goacra.org

Phone: (209) 223-6349 • Fax: (209) 257-1409 • Email: ACRA@amadorgov.org

①

August 26, 2019

ACRA Board of Directors

Amador City Council
P.O. Box 200
Amador City, CA 95601

Chairman:

Wayne Garibaldi
City of Jackson

In recent years, ACRA has experienced a lack of Board Member attendance that has resulted in certain jurisdictions not being represented on the ACRA board for several months or even during the course of a year. ACRA has also suffered a lack of quorum four times during the last fiscal year, which of course hampers the general course of business for the Agency.

Vice Chairman:

Frank Axe
Supervisor, District 4

Clerk:

Linda Rianda
City of Sutter Creek

In most instances, Directors found it difficult to attend due to the mid-day timing of the regularly scheduled meetings and because of conflicts with other engagements and/or meetings.

Members at Large:

Tim Knox
City of Amador City

The Board explored alternatives that may make attendance more feasible for the representatives of all our Member Jurisdictions. Discussions were also held with County Counsel.

Dan Epperson
City of Ione

Peter Amoruso
City of Plymouth

It was concluded that the best alternative would to make it possible for the Member Jurisdictions to appoint Directors who were not elected officials. Each Member Jurisdiction would also be directed to appoint an alternate director should their appointed representative not be able to attend.

Jeff Brown
Supervisor, District 3

Kandi Thompson
Amador County Unified
School District

This resulted in the change to *Section 3-1, Governing Board*, which was crafted by County Counsel. The ACRA Board of Directors approved this change at their August 14 Board Meeting. Staff was then directed to present the Fourth Amendment to the ACRA Joint Powers Authority Agreement to the eight Member Jurisdictions for their approval.

Executive Director:
Carolyn Fregulia

Thank you,

Carolyn Fregulia
ACRA Executive Director

Attachments:

Fourth Amendment, showing changes

Final Fourth Amendment to Joint Powers Authority Agreement

AN AGREEMENT AMENDING THE AGREEMENT CREATING A JOINT EXERCISE OF POWERS
AUTHORITY FOR THE PURPOSE OF PLANNING AND OPERATING A
COUNTY-WIDE RECREATION AGENCY

THIS ~~THIRD~~ FOURTH AMENDED AND RESTATED AGREEMENT ("Agreement") is entered into this 14th day of ~~February~~ August, 2018~~9~~, by and among the County of Amador, and the cities of Amador City, Jackson, Lone, Plymouth, and Sutter Creek, and the Amador County Unified School District.

WHEREAS, the parties hereto are public entities located in Amador County ("Members"). The Members individually and jointly have the power to enter into this Agreement, participate in the Joint Powers Authority created hereby, and through such Joint Powers Authority plan and operate a County-wide recreation agency as set forth herein; and

WHEREAS, the Members have the need to plan and operate a County-wide recreation agency so as to coordinate, finance, acquire property for, and operate such an agency and intend to do so through the Joint Powers Authority; and

ARTICLE I - AUTHORITY

Section 1.1 Creation of Authority. Pursuant to Articles I and II (commencing with Section 6500) of Chapter 5, Division 7, of Title I of the California Government Code (hereinafter referred to as the Act), there was created by a prior Joint Powers Agreement a public entity known as the "Amador County Recreation Agency" ("ACRA"). ACRA is a public entity separate and apart from the Members and shall administer this Agreement.

ARTICLE II - PURPOSE

Section 2.1 Purpose. The purpose of this Agreement shall be to amend the existing Joint Powers Agreement establishing ACRA. ACRA shall have as a specific purpose the planning, financing, and operation of recreation programs and facilities in Amador County benefiting the Members and all areas of Amador County. The goal is to maximize recreation opportunities for all the people in all the areas of Amador County. This Agreement amends and supersedes the prior Agreement, which created ACRA and, as amended hereby, continues the existence, work, and operations of ACRA.

ARTICLE III - GOVERNING BOARD

Section 3.1 Governing Board. ~~The Authority shall be governed by a Governing Board which shall consist of eight (8) directors. Two (2) directors shall be members of and appointed by the Board of Supervisors to represent Amador County. Five (5) directors shall be members of and appointed by each of the Member cities' city councils. One (1) director shall be a member of and appointed by the Board of Trustees of the Amador County Unified School District. All voting power of ACRA shall reside in the Governing Board.~~

Section 3.1 Governing Board. The Authority shall be governed by a Governing Board which shall consist of eight (8) directors. Two (2) directors shall be appointed by the Amador County Board of Supervisors. One (1) director shall be appointed by the city council of each Member city. One (1) director shall be appointed by the Board of Trustees of the Amador County Unified School District. Appointed directors need not be members of the respective appointing governing body. In addition to appointing a director, each governing body may also appoint an alternate director who can attend in the primary director's absence. Appointed directors must reside within the jurisdiction they represent. All voting power of ACRA shall reside in the Governing Board.

Section 3.2 Directors Terms. Each director shall serve at the pleasure of the appointing body. Vacancies on the Governing Board shall be filled by the appointing body.

Section 3.3 Compensation. The directors of the Governing Board shall not receive compensation from ACRA but may receive reimbursement for actual expenses for travel and other incidental expenses as may be authorized from time to time by said Governing Board.

Section 3.4 Regular Meetings. The Governing Board shall provide for the time and place of its regular meetings; provided, however, that one regular meeting shall be held each month, unless cancellation is noticed. The date, hour, and place of the holding of regular meetings shall be fixed by resolution of the Governing Board and a copy of such resolution shall be filed with each Member.

Section 3.5 Minutes. Minutes shall be kept of the meetings of the Governing Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each director and to each Member.

Section 3.6 Quorum. A majority of five (5) directors of the Governing Board shall constitute a quorum for the transaction of business. The affirmative vote of a majority of all directors shall be necessary for the approval of any action of the Governing Board.

Section 3.7 Rules. The Governing Board may adopt from time to time such rules and regulations for the conduct of its meetings and affairs as are necessary for the purposes thereof.

Section 3.8 Governing Board and Authority Expansion. Subject to Section 8.3, the Governing Board shall review and recommend to the Members expansion of the Governing Board and/or the Authority's membership once annually, at its March meeting.

ARTICLE IV - OFFICERS, EMPLOYEES, AND ADVISORY BODIES

Section 4.1 Chair, Vice-Chair, and Secretary. At the beginning of each calendar year, the Governing Board shall elect a Chair and Vice Chair and shall appoint a Secretary who may, but need not be a director. The Chair and Vice Chair shall be from different jurisdictions. The officers shall perform the duties normal to said offices; and

(a) The Chair shall sign all contracts on behalf of ACRA and perform such other duties as may be imposed by the Governing Board; and

(b) The Vice Chair shall act, sign contracts and perform all the Chair's duties in the absence of the Chair; and

(c) The Secretary shall countersign all contracts on behalf of ACRA, perform such other duties as may be imposed by the Governing Board, and cause a copy of this Agreement to be filed with the Secretary of State pursuant to the provisions of California Government Code Section 6503.5.

Section 4.2 Finances and Fiscal Policy. In enacting this section, ACRA intends to ensure fiscal responsibility and the long-term sustainability of the JPA.

ACRA will annually prepare balanced budgets and sustain a balanced budget. Accounting procedures for the safe guarding of cash and related receipts and disbursements, accounts receivable, accounts payable and payroll functions will be established in accordance with governmental accounting principles and standards. Internal control policies will reflect ACRA's commitment to providing high quality economical responsive services in furtherance of its mission statement. ACRA staff shall have the duties and obligations set forth in Government Code Sections 6505 and 6505.5. The Governing Board shall be provided with reports on the financial statements and budgets on a regular basis.

An audit will be performed in fiscal year 2017/2018, and a minimum of every other year thereafter. The Governing Board may authorize a financial review for the special district, in accordance with state law.

Section 4.3 Legal Advisor. The County Counsel of Amador County is hereby designated as the legal advisor to ACRA.

Section 4.4 Executive Director. The Governing Board shall appoint an Executive Director to administer ACRA. The Executive Director shall serve at the pleasure of the Governing Board. The Executive Director shall perform such administration and related duties as may be imposed on him/her by the Governing Board. In the absence of any counter-direction from the Governing Board, the Executive Director shall be responsible for the management and control of ACRA and the direction of ACRA employees.

Section 4.5 Technical Advisory Committee. The Governing Board may establish a Technical Advisory Committee (TAC). TAC members shall be appointed by the Cities and County. The City Manager and CAO or designee from each jurisdiction will serve on TAC. TAC shall provide recommendations to the Executive Director for the Governing Board on administration and implementation of the Regional Park Impact Mitigation Fees Program (RPIMF Program) in accordance with California Government Code 66000 et seq, and the adopted RPIMF Program MOU, fee schedule, capital improvement program, nexus plan, and the adopted Policies and Procedures thereof. TAC will provide recommendations to the Governing Board regarding sites, programs, staffing, and other elements of providing and using recreation facilities and programs.

Section 4.6. The Governing Board may establish other advisory committees, as needed.

Section 4.7 Ralph M. Brown Act. All meetings of the Governing Board, Advisory Team, and any other advisory or standing committees shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code).

Section 4.8 Charges For Services. The Board of Supervisors of Amador County shall determine charges to be made against ACRA for the services of County Counsel and other County costs of administering ACRA, such charges not to exceed the actual costs to the County incurred in providing for such services. The charges shall be subject to approval by the Governing Board.

Section 4.9 Bonding Persons Having Access To Property. From time to time, the Governing Board shall designate the public officers or persons, having charge of handling or having access to any property of ACRA and the respective amounts of the official bonds of the Treasurer and Auditor-Controller and such other persons pursuant to Section 6505.1 of the Act. California Government Code 1481, however, allows for a crime insurance policy to be purchased in lieu of individual bonds for public officers.

Section 4.10 Changing Officers and Team Members. The Governing Board may change the Treasurer, Auditor-Controller, legal advisor, and Advisory Team at any time.

Section 4.11 Other Employees. The Governing Board shall have the power to appoint and employ such other officers, employees, consultants, advisors, and independent contractors as may be necessary for ACRA's purposes.

Section 4.12 Contract Employees. ACRA may contract with any Member, entity, or person to provide employees or services necessary to operate ACRA.

ARTICLE V - POWERS

Section 5.1 General Powers. ACRA, as created by this Agreement, shall exercise in the manner hereafter provided the powers, and only the powers, of providing public recreation common to all of the Members and necessary to the accomplishment of the purposes of the Agreement. ACRA shall have the power to plan, finance, acquire, construct, manage, and operate recreation programs and facilities in Amador County.

Section 5.2 Specific Powers. ACRA is hereby authorized in its own name to do all the acts necessary for the exercise of the foregoing general powers to further the purposes of this Agreement, including, but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to acquire, dispose of, construct, manage, maintain or operate any real or personal property, or improvements;
- (d) to sue and be sued in its own name;
- (e) to incur debts, liabilities or obligations;
- (f) to apply for, accept, receive, and disburse grants, loans and other aid from any agency of the United States of America or the State of California;
- (g) to invest any money in the treasury pursuant to Government Code Section 6505.5 that is not required for the immediate necessities of ACRA as the Governing Board determines is advisable in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code;
- (h) to make rules and regulations appropriate to ACRA's operation; and
- (i) to carry out and enforce all of the provisions of this Agreement.

Section 5.3 Limitation. Except as otherwise authorized or permitted by law and for purposes of, and to the extent required by Section 6509 of the California Government Code, ACRA is subject to the restrictions

upon the manner of exercising the powers applicable to Amador County.

ARTICLE VI - MEMBERSHIP FEES

Section 6.1. Payment of Membership Fees. Each Member jurisdiction, in signing this Amendment, agrees to pay Membership Fees determined by the current population within that jurisdiction. Each Member jurisdiction will pay a minimum of \$5.00 per person per year, with the exception of the Amador County School District, whose fees are waived in lieu of the use of school facilities. Membership Fees will be reviewed annually and may be changed by Resolution of the ACRA Board and implemented upon the approval of each Member jurisdiction.

Section 6.2. Annual Inflationary Adjustment of Fees. The ACRA Board shall review and make recommendations for annual adjustments to increase or decrease the Membership Fees based upon inflation and budgetary considerations.

Section 6.3. Non-payment. Should non-payment of Membership Fees occur, the Governing Board shall convene a hearing to determine the reason for non-payment by the non-paying member. The non-payment of Membership Fees may result in the termination of Membership sixty (60) days after invoicing.

ARTICLE VII - COSTS

Section 7.1 Annual Budget. The Governing Board shall annually adopt a budget for ACRA prior to July 1 of each fiscal year, which shall begin on July 1.

Section 7.2 Records of Accounts. ACRA 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 ACRA. Said books of account shall be open to inspection at all times by any representative of any of the Members, or by any accountant or other person authorized by any Member to inspect said books of account.

ARTICLE VIII - TERMINATION

Section 8.1 Term. This Agreement shall be effective on the date of its execution by the last of the Members and shall be effective on said date and shall continue until terminated by a majority of the Members.

Section 8.2 Disposition of Assets. Upon the termination of this Agreement, and after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement, all surplus money of ACRA shall be returned in proportion to the funds furnished by the respective Members. Distribution of personal property assets of ACRA may be made in kind, or the assets may be distributed to Members in the same manner as any cash. To the extent feasible, any real property owned by ACRA shall be distributed to Members in a manner that will best ensure that the recreational activities associated with these properties remain available to the residents of Amador County. Prior to, or upon termination of this Agreement, Members shall meet and confer in good faith regarding the proper disposition of any real property owned by ACRA consistent with the provisions of this Section.

ARTICLE IX-- LIABILITY, INDEMNIFICATION AND INSURANCE

Section 9.1 ACRA Liability and Indemnification. The debts, liabilities, contracts, and obligations of ACRA shall be the debts, liabilities, contracts, and obligations of ACRA only and not of any Member Agency or Entity. Each Member is independent of every other Member and of ACRA and not the agent of any Member or of ACRA. ACRA shall indemnify, defend, and hold harmless each of the Members and their authorized officers, employees, agents, and volunteers from any and all claims, demands, suits, causes of action, liability, judgments, damages, costs, and expenses (including reasonable attorneys' fees and court costs) arising from ACRA's acts, errors, or omissions and for any costs or expenses incurred by any Member on account of any claim therefor, except where such indemnification is prohibited by law.

Section 9.2 Member Indemnification. Pursuant to the provisions of California Government Code section 895 et seq., and except as required in Section 8.1, herein, each Member agrees to indemnify, defend, and hold harmless Members, including without limitation, its officers, agents, directors, employees and representatives from and against any and all from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful omission of any agent, officer, and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

Section 9.3 Insurance. ACRA shall provide for insurance covering liability exposure in an amount as the Governing Board determines necessary to cover risks of activities of ACRA.

Section 9.4 Third Party Beneficiaries. This Agreement and the obligations hereto are not intended to benefit any other party other than its Members, except as expressly provided herein. Only the signatories to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that Member's performance or non-performance under this Agreement, except as expressly stated in this Agreement.

ARTICLE X - MISCELLANEOUS PROVISIONS

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

County of Amador
County Administrative Officer
810 Court Street
Jackson, CA 95642

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

City of Jackson
City Manager

33 Broadway
Jackson, CA 95642

City of Sutter Creek
City Manager
P.O. Box 366
Sutter Creek, CA 95685

City of Ione
City Manager
P.O. Box 398
Ione, CA 95640

City of Plymouth
City Manager
P.O. Box 429
Plymouth, CA 95669

Amador County Unified School District
District Superintendent
217 Rex Ave.
Jackson, CA 95642

Section 10.2 Termination of Participation by Members. At any time during the term hereof, any Member or Members may terminate their participation in ACRA by giving 60 days' written notice thereof to ACRA and to the other Members. ACRA shall continue unless a majority of the Members forming ACRA have terminated their participation.

Section 10.3 Addition of Members. Additional public entities within Amador County may be added by amendment to this Agreement approved by a majority of the Members hereof acting through their legislative bodies; provided, however, that any new Member shall have the power to provide public recreation services; and provided further that the number of directors shall not change unless also approved by a majority of the Members.

Section 10.4 Term of this Agreement. The term of this Agreement is set for three years after approval by all members, or upon such time as the Governing Board determines that modifications to this agreement be made. During the third year of this agreement, or sooner, the governing board will review this agreement for possible additional amendments. Absent any action by the Governing Board, this Agreement will remain and continue.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

COUNTY OF AMADOR

By: _____
Chairman, Board of Supervisors

Dated: _____

ATTEST:

By: _____
Jennifer Burns
County Clerk of the Board
Amador County

Dated: _____

APPROVED AS TO FORM:

By: _____
County Counsel

Dated: _____

CITY OF JACKSON

By: _____
Mayor

Dated: _____

By: _____
City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____

CITY OF SUTTER CREEK

By: _____
Mayor

Dated: _____

By: _____
City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____

CITY OF IONE

By: _____
Mayor

Dated: _____

By: _____
City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____

CITY OF AMADOR CITY

By: _____
Mayor

Dated: _____

By: _____
City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____

CITY OF PLYMOUTH

By: _____
Mayor

Dated: _____

By: _____
City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____

AMADOR COUNTY UNIFIED SCHOOL DISTRICT

By: _____
Superintendent of Schools

Dated: _____

ATTEST:

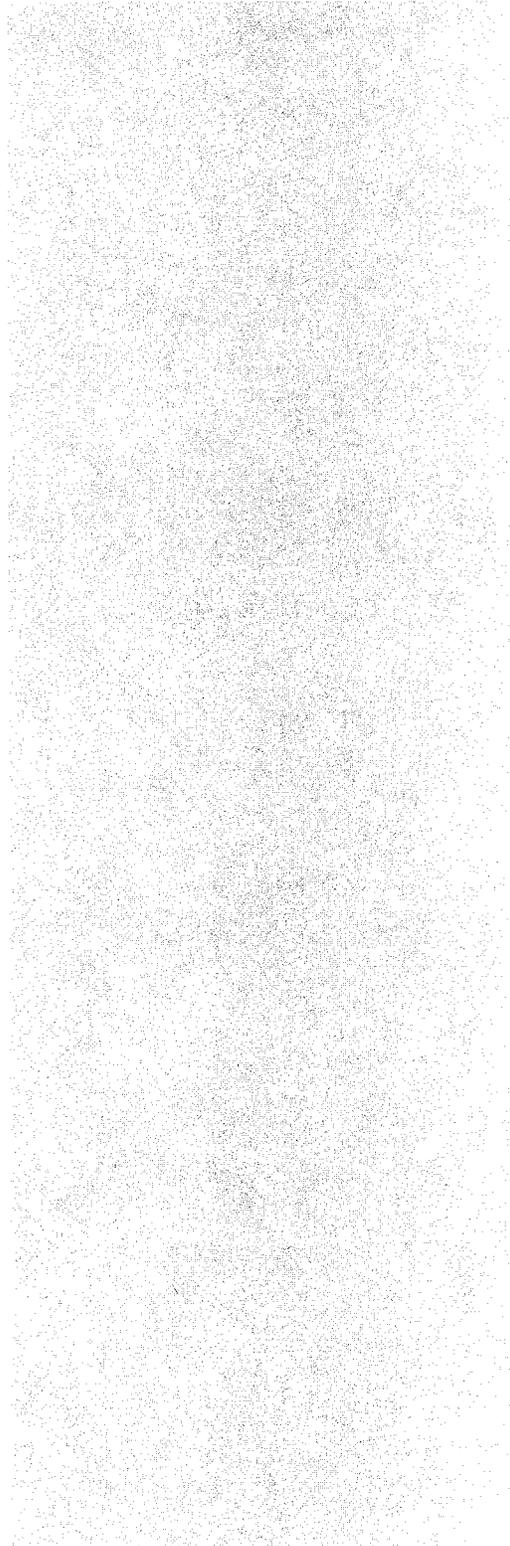
By: _____
Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
District Counsel

Dated: _____



AN AGREEMENT AMENDING THE AGREEMENT CREATING A JOINT EXERCISE OF POWERS
AUTHORITY FOR THE PURPOSE OF PLANNING AND OPERATING A
COUNTY-WIDE RECREATION AGENCY

THIS FOURTH AMENDED AND RESTATED AGREEMENT (“Agreement”) is entered into this 14th day of August, 2019, by and among the County of Amador, and the cities of Amador City, Jackson, Ione, Plymouth, and Sutter Creek, and the Amador County Unified School District.

WHEREAS, the parties hereto are public entities located in Amador County (“Members”). The Members individually and jointly have the power to enter into this Agreement, participate in the Joint Powers Authority created hereby, and through such Joint Powers Authority plan and operate a County-wide recreation agency as set forth herein; and

WHEREAS, the Members have the need to plan and operate a County-wide recreation agency so as to coordinate, finance, acquire property for, and operate such an agency and intend to do so through the Joint Powers Authority; and

ARTICLE I - AUTHORITY

Section 1.1 Creation of Authority. Pursuant to Articles I and II (commencing with Section 6500) of Chapter 5, Division 7, of Title I of the California Government Code (hereinafter referred to as the Act), there was created by a prior Joint Powers Agreement a public entity known as the “Amador County Recreation Agency” (“ACRA”). ACRA is a public entity separate and apart from the Members and shall administer this Agreement.

ARTICLE II - PURPOSE

Section 2.1 Purpose. The purpose of this Agreement shall be to amend the existing Joint Powers Agreement establishing ACRA. ACRA shall have as a specific purpose the planning, financing, and operation of recreation programs and facilities in Amador County benefiting the Members and all areas of Amador County. The goal is to maximize recreation opportunities for all the people in all the areas of Amador County. This Agreement amends and supersedes the prior Agreement, which created ACRA and, as amended hereby, continues the existence, work, and operations of ACRA.

ARTICLE III - GOVERNING BOARD

Section 3.1 Governing Board. The Authority shall be governed by a Governing Board which shall consist of eight (8) directors. Two (2) directors shall be appointed by the Amador County Board of Supervisors. One (1) director shall be appointed by the city council of each Member city. One (1) director shall be appointed by the Board of Trustees of the Amador County Unified School District. Appointed directors need not be members of the respective appointing governing body. In addition to appointing a director, each governing body may also appoint an alternate director who can attend in the primary director's absence. Appointed directors must reside

within the jurisdiction they represent. All voting power of ACRA shall reside in the Governing Board.

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Section 3.3 Compensation. The directors of the Governing Board shall not receive compensation from ACRA but may receive reimbursement for actual expenses for travel and other incidental expenses as may be authorized from time to time by said Governing Board.

Section 3.4 Regular Meetings. The Governing Board shall provide for the time and place of its regular meetings; provided, however, that one regular meeting shall be held each month, unless cancellation is noticed. The date, hour, and place of the holding of regular meetings shall be fixed by resolution of the Governing Board and a copy of such resolution shall be filed with each Member.

Section 3.5 Minutes. Minutes shall be kept of the meetings of the Governing Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each director and to each Member.

Section 3.6 Quorum. A majority of five (5) directors of the Governing Board shall constitute a quorum for the transaction of business. The affirmative vote of a majority of all directors shall be necessary for the approval of any action of the Governing Board.

Section 3.7 Rules. The Governing Board may adopt from time to time such rules and regulations for the conduct of its meetings and affairs as are necessary for the purposes thereof.

Section 3.8 Governing Board and Authority Expansion. Subject to Section 8.3, the Governing Board shall review and recommend to the Members expansion of the Governing Board and/or the Authority's membership once annually, at its March meeting.

ARTICLE IV - OFFICERS, EMPLOYEES, AND ADVISORY BODIES

Section 4.1 Chair, Vice-Chair, and Secretary. At the beginning of each calendar year, the Governing Board shall elect a Chair and Vice Chair and shall appoint a Secretary who may, but need not be a director. The Chair and Vice Chair shall be from different jurisdictions. The officers shall perform the duties normal to said offices; and

(a) The Chair shall sign all contracts on behalf of ACRA and perform such other duties as may be imposed by the Governing Board; and

(b) The Vice Chair shall act, sign contracts and perform all the Chair's duties in the absence of the Chair; and

(c) The Secretary shall countersign all contracts on behalf of ACRA, perform such other duties as may be imposed by the Governing Board, and cause a copy of this Agreement to be filed with the Secretary of State pursuant to the provisions of California Government Code Section 6503.5.

Section 4.2 Finances and Fiscal Policy. In enacting this section, ACRA intends to ensure fiscal responsibility and the long-term sustainability of the JPA.

ACRA will annually prepare balanced budgets and sustain a balanced budget. Accounting procedures for the safe guarding of cash and related receipts and disbursements, accounts receivable, accounts payable and payroll functions will be established in accordance with governmental accounting principles and standards. Internal control policies will reflect ACRA's commitment to providing high quality economical responsive services in furtherance of its mission statement. ACRA staff shall have the duties and obligations set forth in Government Code Sections 6505 and 6505.5. The Governing Board shall be provided with reports on the financial statements and budgets on a regular basis.

An audit will be performed in fiscal year 2017/2018, and a minimum of every other year thereafter. The Governing Board may authorize a financial review for the special district, in accordance with state law.

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Section 4.5 Technical Advisory Committee. The Governing Board may establish a Technical Advisory Committee (TAC). TAC members shall be appointed by the Cities and County. The City Manager and CAO or designee from each jurisdiction will serve on TAC. TAC shall provide recommendations to the Executive Director for the Governing Board on administration and implementation of the Regional Park Impact Mitigation Fees Program (RPIMF Program) in accordance with California Government Code 66000 et seq, and the adopted RPIMF Program MOU, fee schedule, capital improvement program, nexus plan, and the adopted Policies and Procedures thereof. TAC will provide recommendations to the Governing Board regarding sites, programs, staffing, and other elements of providing and using recreation facilities and programs.

Section 4.6. The Governing Board may establish other advisory committees, as needed.

Section 4.7 Ralph M. Brown Act. All meetings of the Governing Board, Advisory Team, and any other advisory or standing committees shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code).

Section 4.8 Charges For Services. The Board of Supervisors of Amador County shall determine charges to be made against ACRA for the services of County Counsel and other County costs of administering ACRA, such charges not to exceed the actual costs to the County incurred in providing for such services. The charges shall be subject to approval by the Governing Board.

Section 4.9 Bonding Persons Having Access To Property. From time to time, the Governing Board shall designate the public officers or persons, having charge of handling or having access to any property of ACRA and the respective amounts of the official bonds of the Treasurer and Auditor-Controller and such other persons pursuant to Section 6505.1 of the Act. California Government Code 1481, however, allows for a crime insurance policy to be purchased in lieu of individual bonds for public officers.

Section 4.10 Changing Officers and Team Members. The Governing Board may change the Treasurer, Auditor-Controller, legal advisor, and Advisory Team at any time.

Section 4.11 Other Employees. The Governing Board shall have the power to appoint and employ such other officers, employees, consultants, advisors, and independent contractors as may be necessary for ACRA's purposes.

Section 4.12 Contract Employees. ACRA may contract with any Member, entity, or person to provide employees or services necessary to operate ACRA.

ARTICLE V - POWERS

Section 5.1 General Powers. ACRA, as created by this Agreement, shall exercise in the manner hereafter provided the powers, and only the powers, of providing public recreation common to all of the Members and necessary to the accomplishment of the purposes of the Agreement. ACRA shall have the power to plan, finance, acquire, construct, manage, and operate recreation programs and facilities in Amador County.

Section 5.2 Specific Powers. ACRA is hereby authorized in its own name to do all the acts necessary for the exercise of the foregoing general powers to further the purposes of this Agreement, including, but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to acquire, dispose of, construct, manage, maintain or operate any real or personal property, or improvements;
- (d) to sue and be sued in its own name;
- (e) to incur debts, liabilities or obligations;
- (f) to apply for, accept, receive, and disburse grants, loans and other aid from any agency of the United States of America or the State of California;
- (g) to invest any money in the treasury pursuant to Government Code Section 6505.5 that is not required for the immediate necessities of ACRA as the Governing Board determines is advisable in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code;
- (h) to make rules and regulations appropriate to ACRA's operation; and
- (i) to carry out and enforce all of the provisions of this Agreement.

Section 5.3 Limitation. Except as otherwise authorized or permitted by law and for purposes of, and to the extent required by Section 6509 of the California Government Code, ACRA is subject to the restrictions upon the manner of exercising the powers applicable to Amador County.

ARTICLE VI - MEMBERSHIP FEES

Section 6.1. Payment of Membership Fees. Each Member jurisdiction, in signing this Amendment, agrees to pay Membership Fees determined by the current population within that jurisdiction. Each Member jurisdiction

will pay a minimum of \$5.00 per person per year, with the exception of the Amador County School District, whose fees are waived in lieu of the use of school facilities. Membership Fees will be reviewed annually and may be changed by Resolution of the ACRA Board and implemented upon the approval of each Member jurisdiction.

Section 6.2. Annual Inflationary Adjustment of Fees. The ACRA Board shall review and make recommendations for annual adjustments to increase or decrease the Membership Fees based upon inflation and budgetary considerations.

Section 6.3. Non-payment. Should non-payment of Membership Fees occur, the Governing Board shall convene a hearing to determine the reason for non-payment by the non-paying member. The non-payment of Membership Fees may result in the termination of Membership sixty (60) days after invoicing.

ARTICLE VII - COSTS

Section 7.1 Annual Budget. The Governing Board shall annually adopt a budget for ACRA prior to July 1 of each fiscal year, which shall begin on July 1.

Section 7.2 Records of Accounts. ACRA 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 ACRA. Said books of account shall be open to inspection at all times by any representative of any of the Members, or by any accountant or other person authorized by any Member to inspect said books of account.

ARTICLE VIII - TERMINATION

Section 8.1 Term. This Agreement shall be effective on the date of its execution by the last of the Members and shall be effective on said date and shall continue until terminated by a majority of the Members.

Section 8.2 Disposition of Assets. Upon the termination of this Agreement, and after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement, all surplus money of ACRA shall be returned in proportion to the funds furnished by the respective Members. Distribution of personal property assets of ACRA may be made in kind, or the assets may be distributed to Members in the same manner as any cash. To the extent feasible, any real property owned by ACRA shall be distributed to Members in a manner that will best ensure that the recreational activities associated with these properties remain available to the residents of Amador County. Prior to, or upon termination of this Agreement, Members shall meet and confer in good faith regarding the proper disposition of any real property owned by ACRA consistent with the provisions of this Section.

ARTICLE IX- LIABILITY, INDEMNIFICATION AND INSURANCE

Section 9.1 ACRA Liability and Indemnification. The debts, liabilities, contracts, and obligations of ACRA shall be the debts, liabilities, contracts, and obligations of ACRA only and not of any Member Agency or Entity. Each Member is independent of every other Member and of ACRA and not the agent of any Member or

of ACRA. ACRA shall indemnify, defend, and hold harmless each of the Members and their authorized officers, employees, agents, and volunteers from any and all claims, demands, suits, causes of action, liability, judgments, damages, costs, and expenses (including reasonable attorneys' fees and court costs) arising from ACRA's acts, errors, or omissions and for any costs or expenses incurred by any Member on account of any claim therefor, except where such indemnification is prohibited by law.

Section 9.2 Member Indemnification. Pursuant to the provisions of California Government Code section 895 et seq., and except as required in Section 8.1, herein, each Member agrees to indemnify, defend, and hold harmless Members, including without limitation, its officers, agents, directors, employees and representatives from and against any and all from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful omission of any agent, officer, and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

Section 9.3 Insurance. ACRA shall provide for insurance covering liability exposure in an amount as the Governing Board determines necessary to cover risks of activities of ACRA.

Section 9.4 Third Party Beneficiaries. This Agreement and the obligations hereto are not intended to benefit any other party other than its Members, except as expressly provided herein. Only the signatories to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that Member's performance or non-performance under this Agreement, except as expressly stated in this Agreement.

ARTICLE X - MISCELLANEOUS PROVISIONS

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

County of Amador
County Administrative Officer
810 Court Street
Jackson, CA 95642

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

City of Jackson
City Manager
33 Broadway
Jackson, CA 95642

City of Sutter Creek
City Manager
P.O. Box 366

Sutter Creek, CA 95685

City of Ione
City Manager
P.O. Box 398
Ione, CA 95640

City of Plymouth
City Manager
P.O. Box 429
Plymouth, CA 95669

Amador County Unified School District
District Superintendent
217 Rex Ave.
Jackson, CA 95642

Section 10.2 Termination of Participation by Members. At any time during the term hereof, any Member or Members may terminate their participation in ACRA by giving 60 days' written notice thereof to ACRA and to the other Members. ACRA shall continue unless a majority of the Members forming ACRA have terminated their participation.

Section 10.3 Addition of Members. Additional public entities within Amador County may be added by amendment to this Agreement approved by a majority of the Members hereof acting through their legislative bodies; provided, however, that any new Member shall have the power to provide public recreation services; and provided further that the number of directors shall not change unless also approved by a majority of the Members.

Section 10.4 Term of this Agreement. The term of this Agreement is set for three years after approval by all members, or upon such time as the Governing Board determines that modifications to this agreement be made. During the third year of this agreement, or sooner, the governing board will review this agreement for possible additional amendments. Absent any action by the Governing Board, this Agreement will remain and continue.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

COUNTY OF AMADOR

By: _____
Chairman, Board of Supervisors

Dated: _____

ATTEST:

By: _____
Jennifer Burns
County Clerk of the Board
Amador County

Dated: _____

APPROVED AS TO FORM:

By: _____
County Counsel

Dated: _____

CITY OF JACKSON

By: _____
Mayor

Dated: _____

By: _____
City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____

CITY OF SUTTER CREEK

By: _____
Mayor

Dated: _____

By: _____
City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____

CITY OF IONE

By: _____
Mayor

Dated: _____

By: _____
City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____

CITY OF AMADOR CITY

By: _____
Mayor

Dated: _____

By: _____
City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____

CITY OF PLYMOUTH

By: _____
Mayor

Dated: _____

By: _____
City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____

AMADOR COUNTY UNIFIED SCHOOL DISTRICT

By: _____
Superintendent of Schools

Dated: _____

ATTEST:

By: _____
Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
District Counsel

Dated: _____

RUBENCK Residences
Secondary Residence Options
 11090 Amador Creek Road,
 Amador City CA 95801

Being Lot 1 of Parcel Map
 2168 Per 38A648 & 87, and
 Being a Portion of Section 39,
 T.7N. R.10E. M.D.M. City of
 Amador City, Amador County,
 California (40,480 SF / .63
 Acres)

APN: 09-32-04
 General Plan: R5
 Zoning: R-1
 Deed Ref: 469-02-316
 Water: Amador County Water
 Agency
 Sewer: City of Amador City
 Electric: PG&E
 Phone: Pacific Bell
 Fire: City of Amador City

Steven W. Monday
 Land Surveying
 May 1982

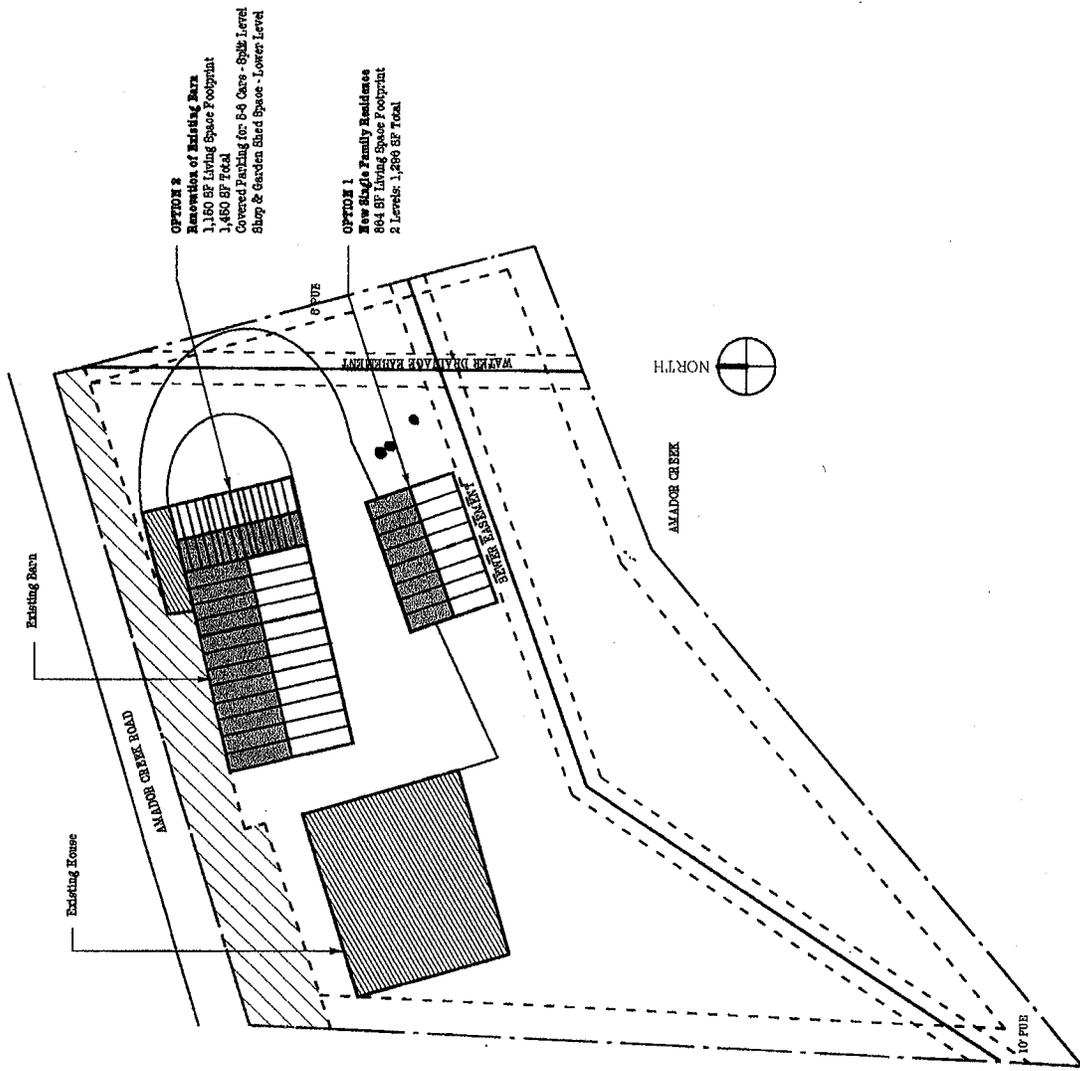
James Monday *Architect*



775.685-8861
 jsm.monday7@gmail.com

18 September 2019

SITE PLAN
AO



OPTION 2
 Renovation of Existing Barn
 1,160 SF Living Space Footprint
 1,460 SF Total
 Covered Parking for 8-9 Cars - Split Level
 Shop & Garden Shed Space - Lower Level

OPTION 1
 New Single Family Residence
 664 SF Living Space Footprint
 2 Levels: 1,480 SF Total

City of Amador

MAR 9 - 2017

Joyce Davidson 3-9-2017

On March 6 I informed the City Clerk (Joyce) that my fire sprinkler system at the Amador Hotel had no water in it. This system has had no water in it since the bridge project was complete. I had Amador Water Agency turn on the water, and there are 2 water leaks. When the City built bridge my water line had to be rerouted. Today 3-9-2017 my fire line is still turned off.

Do you want me to have this fixed and bill the City or how do you want to have this taken care of.

THANKS
Ray Brusator
262-0386

On Monday, March 6, 2017, Ray Brusatori came in to office and told me (see letter) about his fire sprinkler water line that had been installed by Vinciguerra construction as part of the Bridge Project.

Ray said the water had never been turned back on and he had been without fire protection for the last three years. He called the Water Agency to come out and turn on water and when they did several leaks in the Viciguerra pipe were revealed. They then turned the water off.

I called Wayne Vinciguerra and told him about this and he said he was at his equipment lot and would go to the Amador Hotel that day. I asked him to call Ray first because Ray wanted to be there when work was done. He said he would.

Later that day I told Ray about my conversation with Vinciguerra.

On Thursday, March 9, 2017, Ray came in the office and said that apparently nothing had been done yet and gave me the attached letter.

Susan and I both talked to City Attorney Ethan Turner and asked that he contact Vinciguerra, which he said he would. I gave him Vinciguerra's phone number.

On Saturday or Sunday March 11 or 12, I was informed by Nancy Koehler that Ray and Wayne Vinciguerra were conferring at the Amador Hotel.

Subject: Main Street Bridge Replacement Project - Amador City

From: Joyce Davidson <cityclerk@amadorcity.net>

Date: 3/13/2017 12:13 PM

To: mgriggs@dokkenengineering.com

Dear Mr. Griggs: We have received a complaint regarding the water line, at our new bridge, which supplies water to the Amador Hotel including the sprinkler system. Ray Brusatori claims that the fire sprinkler system has no water in it and hasn't had water in it since the bridge project was completed. He had the Amador Water Agency turn on the water and there are two water leaks. His water line is still turned off. I am surprised that these lines weren't tested and turned on as called out in the Contract Documents, page 174, 10-4.021 Water Pressure Test.

Can you clarify this? Thank you, Susan Bragstad, Mayor, Amador City

Ray

AMADOR CITY

AGENDA OF THE REGULAR MEETING OF THE CITY COUNCIL

THURSDAY, ~~March 16, 2017~~, 7:00 P.M.

Discussion and possible action on all items

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL-
APPROVAL OF AGENDA
- 4. CONSENT AGENDA – Minutes of February 16, 2017, Financial Statements
- 5. PUBLIC MATTERS NOT ON THE AGENDA – Discussion items only, no action to be taken.
Any person may address the council at this time on any subject matter within the jurisdiction of the Amador City Council. Any item that requires action will be deferred to a subsequent council meeting. Five minute time limit.

- 6. **Public Hearing**
 - A. **Ordinance #175 – Short Term Rentals Ordinance – Third Hearing**
 - B. **Ordinance #177 – Business License – First Hearing**
 - C. **Fire Hazards – Mitigation, etc.**
 - D. **Memorial Marker – Virginia Vasquez**
 - E. **Dept. of OES – Storm damage :**
 - 1. **Robello retaining wall**
 - 2. **Culvert on Amador Creek Road (Budrick residence)**
 - 3. **Creek retaining wall**
 - F. **Kim Roberts property on Amador Creek Road – Drainage/water runoff**
 - G. **Culbert Park Update**
 - H. **Illuminating flag pole**
 - I. **Handicap parking space in south parking lot**
 - J. **Amador Hotel Fire Sprinkler system//Bridge Replacement work – Ray Brusatori**

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, then please contact Joyce Davidson at (209)890-6284 or e-mail cityclerk@amadorcity.net. Requests must be made as early as possible, and at least two full business days before the start of the meeting.

June 13, 2017

RE: Amador City Bridge Project 2013

Mr. Matt Griggs

Dokken Engineering

Folsom, California

Dear Mr. Griggs:

On March 13, 2017, I e-mailed you regarding the water line installed in the Amador Hotel by Vinciguerra Construction as part of the above referenced bridge replacement project. It seems the water line was never tested after the pipe was installed. Had it been tested the fact that the water had not been turned on would have become apparent. The sprinkler system serving the Amador Hotel had no water running through it for four years. Ray Brusatori had the Water Agency turn on the water in March and as a result two leaks in the subject pipe were discovered.

The Hotel has approximately 8 residential apartments, several offices, and five store fronts. Had there been a fire the possibility of loss of life is simply unthinkable.

As I stated in my earlier correspondence, the contract clearly calls for water pressure testing (page 174, 10-4.021). A project engineer from your firm was on site every day of construction taking notes as to work accomplished on any given day.

I asked that you clarify this matter, but have not received a response from you. I am once again requesting that you research this matter and inform us of your findings.

Sincerely,

Susan Bragstad, Mayor



Cc: Ethan Turner, City Counsel

Vinciguerra Construction Company

Weber, Ghio and Associates, City Engineers

Ray Brusatori, Amador Hotel

June 26, 2017

RE: Amador City Bridge Project 2013

Mr. Matt Griggs

Dokken Engineering

Folsom, California

Dear Mr. Griggs:

The pipe that you are going to pressure test is old and cracked, with leaks. We had a temporary patch installed to cover the leaks. It will probably pass the test.

What we need is a total pipe replacement at that location which should consist of a brand new pipe for the Bridge Replacement Project.

Sincerely,

Susan Bragstad, Mayor

Cc: Ethan Turner, City Counsel

Vinciguerra Construction Company

Weber, Ghio and Associates, City Engineers

Ray Brusatori, Amador Hotel

Subject: RE: Pipe

From: "Gary Ghio" <g.ghio@wgainc.net>

Date: 2/6/2018 3:13 PM

To: "Susan Bragstad" <amadorolive@twinwolf.net>

CC: "Joyce Davidson" <cityclerk@amadorcity.net>

Susan,

The bridge project included a new water meter/service connection and fire connection to the hotel. There is nothing in the plans or specifications that require any work to be done on the existing piping under the Hotel, just reconnection from the new service and fire line to the existing connections on the hotel. This is very typical on Federal projects as you can't use their money to benefit a private property owner unless the work you are doing has an impact on his infrastructure. Therefore, there was no responsibility on Dokken or Vinciguerra to fix bad piping under the hotel. As these are only services there is no pressure testing required to be performed, the testing is only required on the main water line itself per the specifications.

Bottom line, the responsibility for any repairs to the existing lines under the hotel lies with the hotel owner as none of it was included or installed as part of the bridge project.

Gary

-----Original Message-----

From: Susan Bragstad [mailto:amadorolive@twinwolf.net]

Sent: Monday, February 05, 2018 11:21 AM

To: Gary Ghio

Subject: Pipe

Gary, it turns out that the 4" water pipe under Amador Hotel is old and leaky. Our questions are:

Was that pipe part of the bridge job?

Was it pressure tested if so?

Is Dokken responsible?

Is Vinciguerra responsible?

It'll cost \$4,000 to fix

Please advise, thanks, Susan

Sent from my iPhone

This email has been checked for viruses by Avast antivirus software.

<https://www.avast.com/antivirus>

Campbell Construction
General Engineering
175 SUTTER HILL RD.
SUTTER CREEK, CA
95685 US
209-267-5998
campbellconstructiongenen
g@gmail.com



QUOTE

ADDRESS

City Of Amador City
14531 East School Street
P.O. Box 200
Amador City, CA 95601
BRUSATORI OLD AMADOR
HOTEL FIRE WATER MAIN
REPLACEMENT

QUOTE # 1155
DATE 01/03/2018

ALTERNATIVE

ACTIVITY	QTY	RATE	AMOUNT
Services REPLACE 4" FIRE MAIN LINE WITH NEW INCLUDES PIPE STANDS, SUPPORT PIERS, RESTRAINED FITTINGS	1	4,300.00	4,300.00

Prices are valid for 45 days from date of estimate

TOTAL

\$4,300.00

Accepted By

Accepted Date