SUTTER CREEK

JEWEL OF THE MOTHER LODE

**CITY COUNCIL A G E N D A**
**MONDAY, NOVEMBER 6, 2023**
**7:00 P.M. Regular Session**
**33 Church Street, Sutter Creek CA 95685**
**The Agenda can be found on the City's Website: www.cityofsuttercreek.org**

THE CITY OF SUTTER CREEK CITY COUNCIL MEETING WILL BE AVAILABLE VIA ZOOM AND IN PERSON**.**
Join Zoom Meeting
https://us02web.zoom.us/j/9568520224
*Please note: Zoom participation is only available for viewing the Council meeting.*
**Public comment will not be taken from Zoom.**
***or***
Dial by phone:
301-715-8592
Meeting ID: 956 852 0224

**Unless stated otherwise on the agenda, every item on the agenda is exempt from review under the California Environmental Quality Act ("CEQA") per CEQA Guidelines Sections 15060(c), 15061(b)(3), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065**.

**6:00 P.M. 1. CLOSED SESSION**

A. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Gov. Code Section 54956.9)
SEIU Local 1021 v. City of Sutter Creek, Pub. Emp. Rel. Bd. Case No. SA-CE-1244-M

**2. CALL TO ORDER AND ESTABLISH A QUORUM FOR REGULAR MEETING**

**3. PLEDGE OF ALLEGIANCE TO THE FLAG**

**4. REPORT FROM CLOSED SESSION**

**5. PUBLIC FORUM**

*At this time, the public is permitted to address the City Council on items not appearing on the agenda. Comments may not exceed 5 minutes. In accordance with State Law, however, no action or discussion may take place on any item not appearing on the posted agenda. The City Council may respond to statements made or questions asked or may request Staff to report back at a future meeting on the matter. The exceptions under which the City Council may discuss and/or take action on items not appearing on the agenda are contained in Government Code §54954.2. Public comment on any*

*item listed below shall be limited to five minutes, unless additional time is permitted by the Mayor/Council.*

**6. APPROVAL OF MINUTES**

A. City Council Minutes of October 16 & 30, 2023.
*Recommendation: By motion approve minutes as presented.*

**7. CONSENT AGENDA**

*Items listed on the consent agenda are considered routine and shall be enacted in one motion. Any item may be removed for discussion at the request of Council or the Public.*

A. Sutter Oaks sewer collection project
*Recommendation: Approve the low Base Bid and Additive Alternate #1 Bid from Soracco, Inc. and award the Contract.*

**8. ORDINANCES & PUBLIC HEARING**

A. Introduce and Waive First Reading of Ordinance No. _____Amending Sections 2.06 & 2.08 of the Sutter Creek Municipal Code.

**9. ADMINISTRATIVE AGENDA**

A. Oro Madre Way Street Improvements- *discussion and possible action*
B. FY 23-24 Q1 Expense/Revenue Analysis- *for information only.*
C. Adopt Resolution 23-24-* Authorizing the Execution of the employment agreement for City Manager Services with Tom DuBois.
D. Update on City/ARSA spray easement agreement – *discussion and possible action*

**10. MAYOR AND COUNCIL MEMBER REPORTS**

*This section is to provide Council members an opportunity to present updates on their activities and to request items be placed on future agendas.*

**11. CITY MANAGER'S REPORT**

*This section is an opportunity to provide Council members with a brief status update on staff activities. No action is expected to be taken by the Council.*

**12. CITY ATTORNEY'S REPORT**

*This section provides an opportunity for the City Attorney to report on any activities or upcoming legislation of importance to the City. No action is expected to be taken by the Council.*

A. Update on SB1439

**13. FUTURE AGENDA ITEMS**

*This section provides an opportunity for Council members to request items to be added to the agenda in the future with a majority Council vote.*

**14. INFORMATION/CORRESPONDENCE**

A. Public Communications

**15. ADJOURNMENT**

**The next regularly scheduled meeting is MONDAY, NOVEMBER 20th at 7:00 P.M**

Item 6A

1854 SUTTER CREEK
JEWEL OF THE MOTHER LODE

**CITY COUNCIL MINUTES**
**MONDAY, OCTOBER 16, 2023**

THIS MEETING WAS CONDUCTED IN-PERSON AT 33 CHURCH STREET,
**THE PUBLIC WAS ABLE TO VIEW FROM HOME**:
Join Zoom Meeting
https://us02web.zoom.us/j/9568520224

**5:30 P.M. 1. CLOSED SESSION**

A. PUBLIC EMPLOYEE APPOINTMENT
Pursuant to Government Code Section 54957
Title: City Manager

**7:00 P.M. 2. CALL TO ORDER AND ESTABLISH A QUORUM FOR REGULAR MEETING**

Council members present:
Feist, Riordan, Sierk and Gunselman
Vicky Runquist, City Treasurer
Absent: Swift

Staff Present:
Sandra Spelliscy, Interim City Manager
Derek Cole, City Attorney
Karen Darrow, City Clerk

**3. PLEDGE OF ALLEGIANCE TO THE FLAG**

**4. REPORT FROM CLOSED SESSION**

City Attorney Cole reported that direction was given to staff and there was no reportable action.

**5. PUBLIC FORUM**

Steve Christensen noted his concern regarding overgrown vegetation on Sutter Volcano Rd. and the fire danger it poses.
Lisa Klosowski provided an update on the Visitor Center.
Kathleen Friedman asked for an update on the work to be done at 310 Gopher Flat.
Sandy Anderson noted her concern regarding the City's role in marketing, social media and the Visit Sutter Creek website.
Gail Schifsky asked about the status of the parking signs for the Greenstone Terrace area.

**6. APPROVAL OF MINUTES**

A. City Council Minutes of September 27, 2023

*Recommendation: By motion approve minutes as presented.*

**M/S Council member Sierk/Riordan to approve the City Council Minutes of September 27,2023.**

**AYES:** Feist, Riordan, Sierk and Gunselman
**NOES:** None
**ABSTAIN:** None
**ABSENT:** Swift
**MOTION CARRIED**

**7. CONSENT AGENDA**

A. Adopt Resolution 23-24-* concurring in the call for an election on the question or re-establishing the countywide abandoned vehicle abatement fee.

**M/S Council member Riordan/Sierk to Adopt Resolution 23-24-12 concurring in the call for an election on the question or re-establishing the countywide abandoned vehicle abatement fee**.

**AYES:** Feist, Riordan, Sierk and Gunselman
**NOES:** None
**ABSTAIN:** None
**ABSENT:** Swift
**MOTION CARRIED**

**8. ORDINANCES & PUBLIC HEARING**

*Item 8C was heard before Items A&B.*

A. Waive the second reading in full and enact Ordinance No._____ amending Title 18, Zoning Ordinance, of the Sutter Creek Code of Ordinances.

**M/S Council member Riordan/Sierk to Waive the second reading in full and enact Ordinance No 373 amending Title 18, Zoning Ordinance, of the Sutter Creek Code of Ordinances**

**AYES:** Feist, Riordan, Sierk and Gunselman
**NOES:** None
**ABSTAIN:** None
**ABSENT:** Swift
**MOTION CARRIED**

B. Introduce and Waive First Reading of Ordinance No. _____Amending Sections 2.06 & 2.08 of the Sutter Creek Municipal Code.

**M/S Council member Sierk/Feist to Introduce and Waive First Reading of Ordinance No. _____Amending Sections 2.06 & 2.08 of the Sutter Creek Municipal Code**, **as amended.**

**AYES:** Feist, Riordan, Sierk and Gunselman
**NOES:** None
**ABSTAIN:** None
**ABSENT:** Swift
**MOTION CARRIED**

C. Sewer Connection Fee Proposal
*Recommendation: Open public hearing and take public comment. Close public hearing*. Adopt resolution 23-24 -*approving changes to sewer connection fees.

Consultant Mark Hildebrand of Hildebrand Consulting gave a presentation on sewer connection fees.

Mayor Gunselman opened the Public Hearing at 7:37 p.m. There was no public comment, and the hearing was closed.

**M/S Council member Sierk/Riordan to Adopt Resolution 23-24-13 approving changes to sewer connection fees.**

**AYES:** Feist, Riordan, Sierk and Gunselman
**NOES:** None
**ABSTAIN:** None
**ABSENT:** Swift
**MOTION CARRIED**

## 9. ADMINISTRATIVE AGENDA

A. Informational report on City Cemetery
George Allen, Public Works Foreman gave an update on the condition of the cemetery and clarified that the damage to the retaining wall is the next-door property owner's responsibility.

B. County sale tax increase proposal
*Recommendation: Advise Amador County Board of Supervisors that Sutter Creek will not be participating in a countywide self-help sales tax increase ballot measure.*
Interim City Manager Spelliscy presented.

**M/S Council member Riordan/Feist to direct staff to write a letter informing the county that the city will not be participating in the self-help sales tax increase ballot measure**.

**AYES:** Feist, Riordan, Sierk and Gunselman
**NOES:** None
**ABSTAIN:** None
**ABSENT:** Swift
**MOTION CARRIED**

## 10. MAYOR AND COUNCIL MEMBER REPORTS

Council member Riordan reported that he attended the ACTC meeting and is learning about opportunities available to Sutter Creek. He also noted that he met with Frank Whitmore of Weber Ghio about putting together a list of roads to submit for improvement funding improvement by the November 1st deadline.

Council member Feist- marketing met and she feels that the city does have a role in the marketing and the memo sent out was to invite the Business Association to work with the City. Mayor Gunselman noted that she received a copy of the memo that was sent to the Business Association and is concerned that the meeting didn't include all the interested parties. Council member Feist noted that the Marketing Committee will schedule a meeting soon.

Council member Sierk reported that she is waiting on an ACRA meeting to let them know that Sutter Creek wants a review of the next contract and that Ione had recently pulled out of ACRA. She noted that she attended the League of California Cities Conference.

**11. CITY MANAGER'S REPORT**

Interim City Manager Spelliscy provided an update on:
310 Gopher Flat – staff is moving forward, and Weber Ghio is working on it.
City website - transitioning to Civic Plus for hosting/management services and noted that there needs to be a longer discussion about the City's role in marketing.
DANCO project- Was denied tax credits by the state Tax Credit Allocation Committee because they did not have all the approvals in place by the deadline. She noted that the city has done everything that was required and that it is still on the agenda for the Planning Commission meeting in November.
CalFire- scheduled to work in the creek tomorrow noting that it has been harder to get their help due to their funding cuts.
Flushing dam- the contractor should be able to get in the creek to do the work this month.

**12. CITY ATTORNEY'S REPORT – None.**

**13. FUTURE AGENDA ITEMS**

Mayor Gunselman suggested putting website/marketing on the next agenda.

Interim City Manager Spelliscy noted that the website functions fall under day-to-day operations and that a longer discussion of the city's role in marketing should be had and suggested that the next few agendas are pretty full.

Council member Feist noted that the Marketing Committee will meet first and then have it put on a Council agenda.

Interim City Manager noted that City Engineer Matt Ospital will be giving an update on Oro Madre repair work at the next meeting.

**14. INFORMATION/CORRESPONDENCE**

**15. ADJOURNMENT**

The meeting was adjourned at 9:04 p.m.

_____
Claire Gunselman, Mayor

_____
Karen Darrow, City Clerk

Date Approved:

SUTTER CREEK

JEWEL OF THE MOTHER LODE

**SPECIAL MEETING OF THE CITY COUNCIL**
**MINUTES**
**MONDAY, OCTOBER 30, 2023**

**3:00 P.M.** **1. CALL TO ORDER AND ESTABLISH A QUORUM FOR REGULAR MEETING**

Council members Present: Feist, Swift and Gunselman
Absent: Riordan and Sierk
Staff Present:
Sandra Spelliscy
Karen Darrow
Mason Peters

**2. PLEDGE OF ALLEGIANCE TO THE FLAG**

**3. PUBLIC FORUM-None.**

**4. PRESENTATION**

A. WWTP Replacement Project Update (informational)

Carollo and Associates gave an update on the most recent work on the project and provided new details about next steps and financial implications.

**5. ADJOURNMENT**

The meeting was adjourned at 4:23 p.m.

_____
Claire Gunselman, Mayor

_____
Karen Darrow, City Clerk

Date Approved:

Item 7A

1854

SUTTER CREEK

JEWEL OF THE MOTHER LODE

**STAFF REPORT**

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **MEETING DATE:** | **NOVEMBER 6, 2023** |
| **FROM:** | **GRANT REYNOLDS, CITY SANITARY SEWER ENGINEER** |
| **SUBJECT:** | **2023 SEWER MAIN PIPE BURSTING PROJECT FOR THE SUTTER OAKS RESIDENTIAL AREA – AWARD OF CONTRACT** |
| **ATTACHMENTS:** | **YES** |

**RECOMMENDATION:**
Approve the low Base Bid and Additive Alternate #1 Bid from Soracco, Inc. and award the Contract.

**BACKGROUND:**
On September 26, 2023 the bids for the "Sewer Main Pipe Bursting Project for the Sutter Oaks Residential Area" were opened. Four qualified bids were received. One bidder, Soracco, Inc., provided a Base Bid of $592,252.00 and was the apparent low bidder. This Base Bid was below the original Engineer's Estimate of $730,440.00. Soracco also provided an Additive Alternate #1 Bid of $227,986.00. This Additive Alternate #1 Bid was 3.75% above the original Engineer's Estimate of $219,745.00. After review of the Bid Documents it was determined that Soracco Inc.'s Bid Package was complete and that they were the low bidder. Attached is the Bid Summary Spreadsheet with Bid Item comparisons.

**DISCUSSION:**
Per their Information Required of Bidder Statement in their bid package Soracco, Inc. has twelve (12) years of experience completing this type of work and holds the proper licenses to complete the work. Additionally, Soracco, Inc. represents that they and their subcontractors have not less than five (5) years of successful experience in municipal public works construction of each phase of work required by this contract.

**BUDGET IMPACT:**
**The cost of this contract (Base Bid: $592,252.00 and Additive Alternate #1: $227,986.00 Total: $820,238.00) has been allowed for in the approved City Budget as part of Sewer Line Replacement ($900,000.00).**

# NOTICE OF AWARD

TO: Soracco, Inc.

903 E. Lodi Ave.

Lodi, CA 95240

PROJECT DESCRIPTION: **A SEWER MAIN PIPE BURSTING PROJECT FOR THE SUTTER OAKS RESIDENTIAL AREA**

The Owner has considered the Base Bid and the Additive Alternate #1 bid submitted by you for the above-described work in response to its Notice to Contractors, dated August 25, 2023, and Special Provisions.

You are hereby notified that your bids have been accepted for items in the Bid Summaries for the amounts stated.

You are required by the Special Provisions to execute the Contract and furnish the required Contractor's Performance Bond, Contractor's Payment Bond, and Certificates of Insurance within _10_ working days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said bonds within _10_ working days from the date of said Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 2023.

_____

By: _____SANDRA SPELLISCY_____
Title: __INTERIM CITY MANAGER___

ACCEPTANCE OF NOTICE:

Receipt of the above Notice of Award Is hereby acknowledged.

Dated this _____ day of _____, 2023,

By: _____

Title: _____

**RESOLUTION 23-24-***

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUTTER CREEK AWARDING THE CONSTRUCTION CONTRACT FOR THE SEWER MAIN PIPE BURSTING PROJECT FOR THE SUTTER OAKS RESIDENTIAL AREA**

**WHEREAS**, the City of Sutter Creek conducted the bid opening for the Sewer Main Pipe Bursting Project for the Sutter Oaks Residential Area at 10:00 a.m. on September 26, 2023; and

**WHEREAS**, The City received four bids for the project as follows:

| | Base Bid Amount | Additive Alternate #1 |
|---|---|---|
| **1.** Soracco Inc. | $ 592,252.00 | **$ 227,986.00** |
| 2. Campbell Construction | $ 781,283.00 | **$ 216,447.00** |
| **3.** California Trenchless | $ 910,810.00 | **$ 263,489.00** |
| 4. Vinciguerra Construction | $ 759,075.00 | **$ 237,130.00** |

**WHEREAS**, no discrepancies were noted in the bid review; and

**NOW THEREFORE BE IT RESOLVED**, the City Council of the City of Sutter Creek hereby awards the contract in the amount of Base Bid: $592,252.00 and Additive Alternate #1: $227,986.00 Total: $820,238.00 to Soracco Inc. in accordance with the contract documents.

The foregoing resolution was duly passed and adopted at a regular meeting of the City Council of the City of Sutter Creek on the 6th day of November 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

THE CITY OF SUTTER CREEK

_____
Claire Gunselman, Mayor

ATTEST:

_____
Karen Darrow, City Clerk

**CITY OF SUTTER CREEK**

**BID SUMMARY**

**A SEWER MAIN PIPE BURSTING PROJECT FOR THE SUTTER OAKS RESIDENTIAL AREA**

**BID OPENING : SEPTEMBER 26, 2023 1T 10:00 A.M.**

## BASE BID:

| ITEM NO. | ITEM | UNIT OF MEASURE | EST. QTY. | ENGINEER'S ESTIMATE UNIT PRICE | ENGINEER'S ESTIMATE ITEM TOTAL | CAMPBELL CONST. UNIT PRICE | CAMPBELL CONST. ITEM TOTAL | CALIFORNIA TRENCHLESS UNIT PRICE | CALIFORNIA TRENCHLESS ITEM TOTAL | VINCIGUERRA CONST. UNIT PRICE | VINCIGUERRA CONST. ITEM TOTAL | SORACCO UNIT PRICE | SORACCO ITEM TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | LOCATE AND PROTECT EX. UTILITIES | LS | 1 | $ 10,000.00 | $ 10,000.00 | $ 22,500.00 | $ 22,500.00 | $ 4,000.00 | $ 4,000.00 | $ 10,000.00 | $ 10,000.00 | $ 19,994.00 | $ 19,994.00 |
| 2 | TRAFFIC CONTROL | LS | 1 | $ 8,000.00 | $ 8,000.00 | $ 15,000.00 | $ 15,000.00 | $ 3,000.00 | $ 3,000.00 | $ 10,000.00 | $ 10,000.00 | $ 19,500.00 | $ 19,500.00 |
| 3 | CLEARING & GRUBBING | LS | 1 | $ 5,000.00 | $ 5,000.00 | $ 4,600.00 | $ 4,600.00 | $ 2,000.00 | $ 2,000.00 | $ 5,000.00 | $ 5,000.00 | $ 27,300.00 | $ 27,300.00 |
| 4 | SHEETING, SHORING, AND BRACING | LS | 1 | $ 5,000.00 | $ 5,000.00 | $ 4,500.00 | $ 4,500.00 | $ 4,000.00 | $ 4,000.00 | $ 6,000.00 | $ 6,000.00 | $ 6,500.00 | $ 6,500.00 |
| 5 | SAWCUT AND REMOVE PAVING | SF | 2000 | $ 3.00 | $ 6,000.00 | $ 2.10 | $ 4,200.00 | $ 5.00 | $ 10,000.00 | $ 6.00 | $ 12,000.00 | $ 6.62 | $ 13,240.00 |
| 6 | 6" DIAMETER SANITARY SEWER - PIPE BURST | LF | 3615 | $ 120.00 | $ 433,800.00 | $ 132.00 | $ 477,180.00 | $ 182.00 | $ 657,930.00 | $ 140.00 | $ 506,100.00 | $ 65.00 | $ 234,975.00 |
| 7 | 4" DIAMETER SANITARY SEWER - PIPE BURST | LF | 419 | $ 110.00 | $ 46,090.00 | $ 112.00 | $ 46,928.00 | $ 170.00 | $ 71,230.00 | $ 125.00 | $ 52,375.00 | $ 117.00 | $ 49,023.00 |
| 8 | SANITARY SEWER MANHOLE | EA | 2 | $ 7,500.00 | $ 15,000.00 | $ 7,900.00 | $ 15,800.00 | $ 6,500.00 | $ 13,000.00 | $ 15,000.00 | $ 30,000.00 | $ 13,000.00 | $ 26,000.00 |
| 9 | RECONX. TO EXIST. SEWER SERVICE LATERALS | EA | 48 | $ 2,250.00 | $ 108,000.00 | $ 2,100.00 | $ 100,800.00 | $ 1,300.00 | $ 62,400.00 | $ 1,000.00 | $ 48,000.00 | $ 1,400.00 | $ 67,200.00 |
| 10 | SANITARY SEWER CLEANOUT | EA | 7 | $ 2,000.00 | $ 14,000.00 | $ 900.00 | $ 6,300.00 | $ 3,500.00 | $ 24,500.00 | $ 2,000.00 | $ 14,000.00 | $ 4,700.00 | $ 32,900.00 |
| 11 | CONCRETE SLURRY BACKFILL (CLASS 4) | CY | 120 | $ 200.00 | $ 24,000.00 | $ 220.00 | $ 26,400.00 | $ 175.00 | $ 21,000.00 | $ 180.00 | $ 21,600.00 | $ 252.00 | $ 30,240.00 |
| 12 | 3/4" CLEAN GRAVEL | TON | 45 | $ 140.00 | $ 6,300.00 | $ 95.00 | $ 4,275.00 | $ 50.00 | $ 2,250.00 | $ 100.00 | $ 4,500.00 | $ 94.00 | $ 4,230.00 |
| 13 | ASPHALT CONCRETE | TON | 20 | $ 200.00 | $ 4,000.00 | $ 390.00 | $ 7,800.00 | $ 350.00 | $ 7,000.00 | $ 300.00 | $ 6,000.00 | $ 600.50 | $ 12,010.00 |
| 14 | REPAIR/REPLACE LANDSCAPING | SF | 3000 | $ 7.00 | $ 21,000.00 | $ 2.00 | $ 6,000.00 | $ 4.00 | $ 12,000.00 | $ 4.00 | $ 12,000.00 | $ 6.50 | $ 19,500.00 |
| 15 | EROSION CONTROL | LS | 1 | $ 5,000.00 | $ 5,000.00 | $ 6,500.00 | $ 6,500.00 | $ 1,500.00 | $ 1,500.00 | $ 10,000.00 | $ 10,000.00 | $ 6,500.00 | $ 6,500.00 |
| 16 | MISCELLANEOUS CONCRETE | CY | 25 | $ 1,050.00 | $ 26,250.00 | $ 1,100.00 | $ 27,500.00 | $ 300.00 | $ 7,500.00 | $ 480.00 | $ 10,000.00 | $ 665.60 | $ 16,640.00 |
| 17 | UNSUITABLE MATERIAL | CY | 50 (CA) | $ 20.00 | $ 1,000.00 | $ 100.00 | $ 5,000.00 | $ 150.00 | $ 7,500.00 | $ 30.00 | $ 1,500.00 | $ 130.00 | $ 6,500.00 |
| | | | **BASE BID TOTAL** | | **$ 738,440.00** | | **$ 781,283.00** | | **$ 910,810.00** | | **$ 759,075.00** | | **$ 592,252.00** |

## ADDITIVE ALTERNATE #1:

| ITEM NO. | ITEM | UNIT OF MEASURE | EST. QTY. | ENGINEER'S ESTIMATE UNIT PRICE | ENGINEER'S ESTIMATE ITEM TOTAL | CAMPBELL CONST. UNIT PRICE | CAMPBELL CONST. ITEM TOTAL | CALIFORNIA TRENCHLESS UNIT PRICE | CALIFORNIA TRENCHLESS ITEM TOTAL | VINCIGUERRA CONST. UNIT PRICE | VINCIGUERRA CONST. ITEM TOTAL | SORACCO UNIT PRICE | SORACCO ITEM TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | LOCATE AND PROTECT EX. UTILITIES | LS | 1 | $ 5,000.00 | $ 5,000.00 | $ 12,000.00 | $ 12,000.00 | $ 2,000.00 | $ 2,000.00 | $ 10,000.00 | $ 10,000.00 | $ 13,000.00 | $ 13,000.00 |
| 2 | TRAFFIC CONTROL | LS | 1 | $ 2,000.00 | $ 2,000.00 | $ 6,500.00 | $ 6,500.00 | $ 2,000.00 | $ 2,000.00 | $ 10,000.00 | $ 10,000.00 | $ 13,000.00 | $ 13,000.00 |
| 3 | CLEARING & GRUBBING | LS | 1 | $ 1,200.00 | $ 1,200.00 | $ 3,600.00 | $ 3,600.00 | $ 1,500.00 | $ 1,500.00 | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 | $ 10,000.00 |
| 4 | SHEETING, SHORING, AND BRACING | LS | 1 | $ 2,000.00 | $ 2,000.00 | $ 3,500.00 | $ 3,500.00 | $ 2,000.00 | $ 2,000.00 | $ 6,000.00 | $ 6,000.00 | $ 4,000.00 | $ 4,000.00 |
| 5 | SAWCUT AND REMOVE PAVING | SF | 800 | $ 3.00 | $ 2,400.00 | $ 2.10 | $ 1,680.00 | $ 5.00 | $ 4,000.00 | $ 6.00 | $ 12,000.00 | $ 10.62 | $ 8,496.00 |
| 6 | 6" DIAMETER SANITARY SEWER - PIPE BURST | LF | 887 | $ 115.00 | $ 102,005.00 | $ 132.00 | $ 117,084.00 | $ 182.00 | $ 161,434.00 | $ 140.00 | $ 124,180.00 | $ 65.00 | $ 57,655.00 |
| 7 | 4" DIAMETER SANITARY SEWER - PIPE BURST | LF | 134 | $ 110.00 | $ 14,740.00 | $ 112.00 | $ 15,008.00 | $ 170.00 | $ 22,780.00 | $ 125.00 | $ 16,750.00 | $ 117.50 | $ 15,745.00 |
| 8 | SANITARY SEWER MANHOLE | EA | 0 | $ 7,500.00 | $ - | $ - | $ - | $ - | $ - | $ 15,000.00 | $ - | $ - | $ - |
| 9 | RECONX. TO EXIST. SEWER SERVICE LATERALS | EA | 15 | $ 2,250.00 | $ 33,750.00 | $ 2,100.00 | $ 2,100.00 | $ 1,400.00 | $ 21,000.00 | $ 1,000.00 | $ 15,000.00 | $ 1,863.00 | $ 27,945.00 |
| 10 | SANITARY SEWER CLEANOUT | EA | 3 | $ 2,000.00 | $ 6,000.00 | $ 900.00 | $ 2,700.00 | $ 3,500.00 | $ 10,500.00 | $ 2,000.00 | $ 6,000.00 | $ 4,986.00 | $ 14,958.00 |
| 11 | CONCRETE SLURRY BACKFILL (CLASS 4) | CY | 75 | $ 200.00 | $ 15,000.00 | $ 220.00 | $ 16,500.00 | $ 175.00 | $ 13,125.00 | $ 150.00 | $ 11,250.00 | $ 278.00 | $ 20,850.00 |
| 12 | 3/4" CLEAN GRAVEL | TON | 45 | $ 140.00 | $ 6,300.00 | $ 95.00 | $ 4,275.00 | $ 50.00 | $ 2,250.00 | $ 50.00 | $ 2,250.00 | $ 94.00 | $ 4,230.00 |
| 13 | ASPHALT CONCRETE | TON | 10 | $ 200.00 | $ 2,000.00 | $ 410.00 | $ 4,100.00 | $ 350.00 | $ 3,500.00 | $ 300.00 | $ 3,000.00 | $ 786.00 | $ 7,860.00 |
| 14 | REPAIR/REPLACE LANDSCAPING | SF | 1150 | $ 7.00 | $ 8,050.00 | $ 2.00 | $ 2,300.00 | $ 4.00 | $ 4,600.00 | $ 2.00 | $ 2,300.00 | $ 6.78 | $ 7,797.00 |
| 15 | EROSION CONTROL | LS | 1 | $ 1,500.00 | $ 1,500.00 | $ 2,500.00 | $ 2,500.00 | $ 500.00 | $ 500.00 | $ 5,000.00 | $ 5,000.00 | $ 4,550.00 | $ 4,550.00 |
| 16 | MISCELLANEOUS CONCRETE | CY | 16 | $ 1,050.00 | $ 16,800.00 | $ 1,100.00 | $ 17,600.00 | $ 300.00 | $ 4,800.00 | $ 400.00 | $ 6,400.00 | $ 712.50 | $ 11,400.00 |
| 17 | UNSUITABLE MATERIAL | CY | 50 (CA) | $ 20.00 | $ 1,000.00 | $ 100.00 | $ 5,000.00 | $ 150.00 | $ 7,500.00 | $ 40.00 | $ 2,000.00 | $ 130.00 | $ 6,500.00 |
| | | **ADDITIVE ALTERNATE #1 TOTAL** | | | **$ 219,745.00** | | **$ 216,447.00** | | **$ 263,489.00** | | **$ 237,130.00** | | **$ 227,986.00** |

**ALL NUMBERS SHOWN IN RED ARE MATHEMATICAL ERRORS ON CONTRACTOR'S BID SUMMARIES**

SUTTER CREEK
1854
JEWEL OF THE MOTHER LODE

**STAFF REPORT**

**TO:** MAYOR AND CITY COUNCIL MEMBERS

**MEETING DATE:** NOVEMBER 6, 2023

**FROM:** SANDRA SPELLISCY, INTERIM CITY MANAGER

**SUBJECT:** AMENDMENTS TO SCMC CHAPTERS 2.06 AND 2.08

**RECOMMENDATION:**
Approve amendments on first reading, by title only. Move item to second reading at next regular Council meeting.

**BACKGROUND:**
The Council has previously discussed the need to update Chapter 2.06 of the municipal code in order to reflect the current practice of employing a city manager instead of a city administrator as the city's chief administrative officer, and that the city operates under a Council/Manager form of government. The change to Chapter 2.08 is to codify that the city clerk is a city employee who reports to the city manager, and is not appointed by the Council.

**DISCUSSION:**
As the city contemplates hiring a new permanent city manager, it is important that the municipal code contain an accurate description of the job and its duties, as well as the governance structure of the city and the city council/city manager relationship. Without these changes, there is a conflict between the job that was advertised and offered and what is contained in the municipal code. The proposed amendments are primarily language changes, with substantive changes proposed that reflect current practices or that are necessary to allow for efficient city operations.

**BUDGET IMPACT:**
None

**ATTACHMENTS:**
Proposed changes to SCMC Chapters 2.06 and 2.08 (clean version).

**ORDINANCE NO____**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUTTER CREEK REPEALING AND REENACTING CHAPTER 2.06 AND AMENDING SECTION 2.08.010 OF THE SUTTER CREEK MUNICIPAL CODE REGARDING THE OFFICE OF CITY MANAGER**

The City Council of the City of Sutter Creek, California does ordain as follows:

Section 1

Chapter 2.06 of the Sutter Creek Municipal Code is repealed and reenacted as follows:

**Chapter 2.06 CITY MANAGER**

**2.06.010 Office created.**

The office of the city manager of the city is created and established. The city manager shall be appointed by the city council solely on the basis of his/her executive and administrative qualifications. She/he shall hold office pursuant to a contract entered into between the city and the city manager. The City of Sutter Creek operates under a council/manager form of government wherein the city council is responsible for setting city policy and the annual budget, and the manager is responsible for implementing that policy and guiding city expenditures in accordance with the budget priorities. Whenever a reference is made to "city administrator" or "city director," in this Code or in any other preexisting ordinance, resolution or action, that reference shall be deemed to mean "city manager" within the meaning of this Chapter.

**2.06.020 Administrative head of city.**

The city manager shall be the administrative head of the city government. She/he reports directly to the full city council and receives direction therefrom, but is not responsible to any individual council member. The manager shall have authority, including hiring, discipline and termination, over all department heads, employees, and all contract and professional employees, with the exception of the city attorney.

**2.06.030 Powers and duties.**

The city manager shall be responsible for the efficient administration of all the affairs of the city that are under his/her control. In addition to those general powers as administrative head, and not as a limitation thereon, it shall be his/her duty and she/he shall have the powers set forth as follows:

A. Enforcement. It shall be the duty of the city manager to enforce all laws and ordinances of the city and to see that all franchises, contracts, permits and privileges granted by the city council are faithfully observed.

B. Authority Over Employees. It shall be the duty of the city manager and she/he shall have the authority to control, order and give directions to all heads of departments and

to subordinate officers, employees, and all contracted and professional employees of the city under his/her jurisdiction, including hiring, discipline and termination.

C. Administrative Organization of Offices. It shall be the duty and responsibility of the city manager to organize the department structure and scheduling of all employees in order to promote the efficient, effective and economical conduct of the city's business.

D. Ordinances. It shall be the duty of the city manager to recommend to the city council for adoption such measures and ordinances as she/he deems necessary.

E. Financial Reports. It shall be the duty of the city manager to keep the city council at all times fully advised as to the financial condition and needs of the city.

F. Budget. It shall be the duty of the city manager to prepare and submit the proposed annual budget to the city council. The manager shall also propose an annual salary schedule for current and anticipated employees for the city, and shall be responsible for representing the city in negotiating the collective bargaining agreements with the city's employee associations. Final approval of both budget and employee negotiations requires majority approval of the city council.

G. Purchasing Agent. It shall be the duty of the city manager to oversee the purchase of all supplies, equipment, services and other needs for all departments and divisions of the city in accordance with the city's adopted budget and the city's purchasing policy.

H. Investigations and Complaints. It shall be the duty of the city manager to make investigations into the affairs of the city and any department or division thereof, and the performance of any contract or other obligation of the city. Further, it shall be the duty of the city manager to investigate all complaints in relation to matters concerning the administration of the city government, unless the council delegates the investigation to another entity.

I. Signatures. The city manager shall have the same authority as the mayor to sign documents as specified in Section 40602 of the California Government Code, whenever such documents have been approved by the city council for execution. Additionally, the city manager shall have the authority to sign on behalf of the city, without council review, routine authorizations so long as the execution is for the purpose of implementing an existing city policy, regulation, or approval. Only the city manager and the mayor shall be authorized to approve agreements on behalf of the city unless execution by another officer is expressly required by state or federal law.

**2.06.040 Additional agreements.**

Nothing in this chapter shall be construed as a limitation on the power or authority of the city council to enter into any supplemental agreement with the city manager delineating additional terms and conditions of employment not inconsistent with any provisions of this chapter.

**2.06.050 Meetings.**

A. Attendance. The city manager shall attend all meetings of the city council unless excused by the mayor or the city council, except when his/her employment, discipline or removal is under consideration by the city council. The city manager may attend any or all meetings of the planning commission, or any other commissions, boards or committees created by the council. While in attendance, she/he shall inform members of any matter being considered by the council within the jurisdiction of the body, and shall cooperate to the fullest extent with the members of all commissions, boards or committees appointed by the council.

B. Discussions. The city manager may take part in council discussions but may not vote. She/he shall have the power to appear and address the council or any of its boards or commissions at any meeting.

C. Recommendations. The city manager, with the assistance of the city clerk, shall assemble the agenda packet for all regular, special and emergency city council meetings, and shall make reports or recommendations on agenda items for consideration as necessary or as requested by the city council.

**2.06.060 Personnel.**

A. Appointments. The city manager shall select qualified candidates to fill staff vacancies occurring within the city or to fill newly created positions.

B. Dismissal. The city manager shall approve the dismissal or suspension of any city employee with appropriate documentation and after following the processes set forth in the city's personnel manual or any applicable collective bargaining agreement.

C. Performance Evaluations. The city manager is responsible to see that all city staff receive an annual performance evaluation. Department heads will evaluate their staff, with the final approval of the city manager regarding step increases, pay raises, performance bonuses, etc. The city manager's performance will be evaluated by the city council annually prior to any Council decisions regarding pay increases, benefit augmentations, etc. The city manager is responsible to audit and assure that all evaluations are consistent with the respective job descriptions as well as with all applicable city policies and procedures, and to conduct independent evaluations as she/he deems necessary. All evaluations will be discussed with the respective employees prior to becoming part of the personnel record.

D. General Supervision. The city manager shall be responsible for the overall supervision of all employees and for the day-to-day operations of the city.

**2.06.070 Expenses.**

The city manager shall be reimbursed for all actual and necessary expenses incurred by him/her in the performance of his/her official duties, including those incurred when traveling on business

pertaining to the city, pursuant to the city's personnel policy manual. The council may require pre-authorization of expenses in certain circumstances.

**2.06.080 Compensation.**

The salary and other benefits for the city manager shall be established by the council, agreed to by contract, and shall be reviewed immediately following the city manager's annual performance evaluation. Such salary and benefits are to be independent of any salary or benefits negotiated for the benefit of other city employees unless so stated in the city manager's contract.

**2.06.090 Dismissal; Disability; Resignation; Exemption; Exception.**

The city manager may be dismissed by the city council, with or without cause at any time for any reason or no reason. Ordinarily the Council shall give the city manager 30 days prior written notice of his/her dismissal, but this requirement may be waived by the council upon the finding of extraordinary circumstances that require immediate dismissal. The removal of the city manager shall be made by either a four-fifths vote of council if the dismissal is without cause, or a majority vote of the whole council in the instance of a "for cause" dismissal.

A. Removal For Cause. "For cause" is defined as any facts which the Council determines would constitute the basis for a serious disciplinary infraction. "For cause" includes, but is not limited to:

1. Fraud in securing employment;

2. Incompetence;

3. Inexcusable neglect of duty;

4. Insubordination;

5. Dishonesty;

6. Being under the influence of alcohol or a controlled substance while on duty;

7. Inexcusable absence without leave;

8. Conviction of a felony or misdemeanor that is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the city manager's position. A plea of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction with the meaning of this section;

9. A finding of unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, sexual orientation, gender identity or age, against the public or other employees while acting in the capacity of city manager.

10. Material breach of the employment agreement.

B. Disability Termination. If the city manager shall, for whatever reason, become incapable of performing any of the essential functions of the position, even with reasonable accommodation by the city, either (1) permanently, or (2) for a period exceeding the period of leave available to the Employee under the Family Medical Leave Act or the California Family Rights Act (if qualifying), or accrued sick leave, whichever is longer, then Employee shall be deemed to have suffered a disability. As the city manager position requires him/her to devote a great deal of time both during and outside of normal office hours to the business of the city, the city manager acknowledges and agrees that granting a leave longer than the time period stated in this section shall constitute an undue hardship on the city. In accordance with applicable law, any request for leave that constitutes an undue hardship shall be grounds for "for cause" termination.

C. Hearing. Within three days after the delivery to the city manager of a notice of dismissal for cause, the city manager may, by written notification to the city clerk, request a hearing before the city council regarding its reasons for dismissal. The city council shall schedule a meeting to discuss the dismissal with the city manager within fourteen days of receipt of the written notice. The city council is under no obligation to take a particular action or any action during or after the conclusion the hearing.

D. Suspension Pending Hearing. After furnishing the city manager with written notice of an intended dismissal, the city council may suspend him/her from duty, but his/her compensation shall continue until the removal date set by the city council.

E. Resignation. The city manager shall give the city council thirty days prior written notice of his/her resignation from the position.

F. Exemption. The city manager is an exempt employee under the terms of the federal Fair Labor Standards Act, and shall not be represented by an association of, or an agent for, employees under his/her supervision, or any other employee association.

G. Exception. The city council shall not terminate the city manager's employment without cause within 90 days prior to or after a municipal election for city council seats, or an election for the recall of a sitting council member or members. If the employment contract renewal date falls within this 180-day period, this prohibition does not apply to non-renewal of the employment contract.

Section 2

Section 2.08.010 of the Sutter Creek Municipal Code is amended as follows:

**2.08.010 - Employee.**

The city clerk shall be an employee of the City of Sutter Creek and serve under the direction of the city manager.

Section 3

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4

The City Council determines that the provisions of this Ordinance are exempt from the California Environmental Quality Act because the instant ordinance involves continuing administrative activities and thus is not a project, as the Act defines, pursuant to Section 15378(b)(2) of the California Environmental Quality Act Guidelines. To the extent the adoption of this Ordinance constitutes a project, the City Council finds pursuant to CEQA Guideline Section 15061(b)(3) that the project is exempt from environmental review because it can be seen with certainty that the adoption of the ordinance would not have any significant impact on the environment.

This ordinance shall be published and posted in the manner required by law by the City Clerk.

Introduced at a meeting of the City Council of Sutter Creek on November 6, 2023, and enacted by the City Council of the City of Sutter Creek at a regular meeting held on November 20, 2023.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Sutter Creek City Council, held on this 20th day of November 2023, by the following vote, to wit:

AYES:
NAYS:
ABSENT:
ABSTAIN:

_____
Claire Gunselman, Mayor

ATTEST:

_____
Karen Darrow, City Clerk

SUTTER CREEK

JEWEL OF THE MOTHER LODE

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| **TO:** | **THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL** |
| **MEETING DATE:** | **NOVEMBER 6, 2023** |
| **FROM:** | **MATT OSPITAL, CITY ENGINEER** MSO |
| **SUBJECT:** | **ORO MADRE WAY – STREET IMPROVEMENTS** |

**BACKGROUND:**
The City has received numerous complaints regarding the condition of Oro Madre Way. On October 2015, an updated Pavement Management Program Report was received by the City and Oro Madre Way received a pavement condition index (PCI) of 15. PCI's range between 0 to 100. A newly constructed street will have a PCI of 100, while a failing street will have a PCI of 25 or less.

**DISCUSSION:**
The asphalt pavement Oro Madre Way is failing and in poor condition. This project is currently in the proposed Capital Improvement Plan. The proposed project would fix the existing drainage issues, add an asphalt concrete leveling course (filling in the low areas), followed by a 2" asphalt concrete overlay.

The continued deferred maintenance of the road will soon result in permanent roadway failure and end up costing the City much more than the proposed reconstruct method. The ultimate goal of this project is to create a safe and passable City street.

An aerial survey of the existing street has been conducted showing the existing features, and 90% project plans have been prepared that identify improvements to prolong the life of the roadway, see attached Limits of Work Exhibit.

A Preliminary Engineer's Estimate has also been prepared which includes estimated construction and construction management costs for the project, see attached Estimate.

**RECOMMENDATION:**
Direct staff to complete the project plans and specifications, and bid the project in December for work in spring of 2024. Award of construction contract will come back to Council for approval.

Attachments
Limits of Work Exhibit
Preliminary Engineer's Estimate

LEGEND:

| | |
|---|---|
| CMP | CORRUGATED METAL PIPE |
| (E) | EXISTING |
| (P) | PROPOSED |
| SD | STORM DRAIN |
| PVC | POLYVINYL CHLORIDE |
| DI | DROP INLET |

LINETYPE LEGEND:

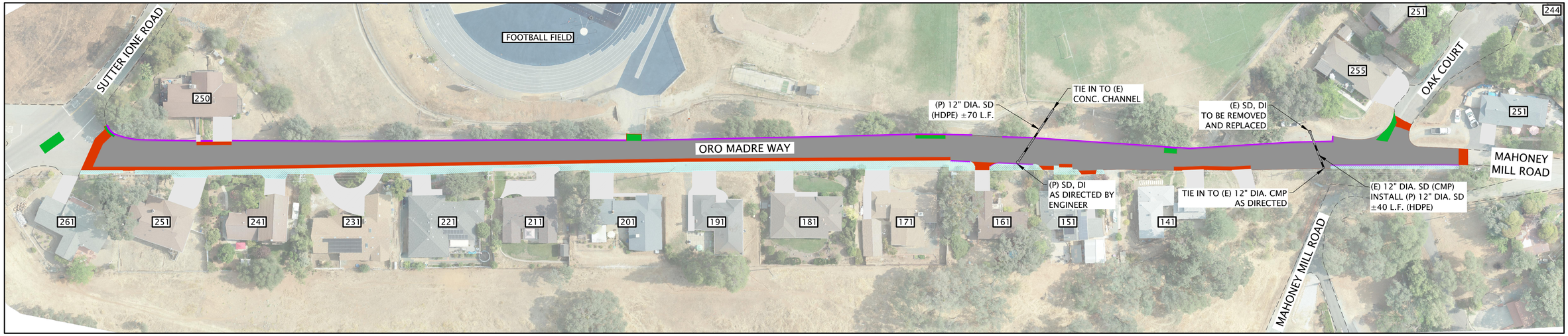
- (E) STORM DRAIN
- (E) STORM DRAIN DROP INLET
- (P) STORM DRAIN
- (P) STORM DRAIN DROP INLET
- ### RESIDENTIAL ADDRESS

HATCH LEGEND:

- (E) CONCRETE DRIVEWAY
- (P) ASPHALT CONCRETE OVERLAY
- (P) SAWCUT, REPLACE AGGREGATE BASE & ASPHALT CONCRETE PAVEMENT SECTIONS
- NO WORK PERFORMED

HATCH LEGEND, (Cont.):

- (P) SURFACE GRIND AND ASPHALT CONCRETE OVERLAY
- (P) SHOULDER BACKING




## ORO MADRE WAY – LIMITS OF WORK

Plot Nov 01, 2023 at 10:59am M:\Projects\SutterCreek\3031-Oro Madre Overlay\2. Design\CAD_DSGN DWG's\3031_ Overall Site Plan – Exhibit.dwg

**CITY OF SUTTER CREEK**
**PRELIMINARY ENGINEER'S ESTIMATE**
**ORO MADRE WAY ASPHALT CONCRETE OVERLAY PROJECT**
**10/31/2023**

| ITEM NO. | ITEM | UNIT OF MEASURE | EST. QTY. | UNIT PRICE | ITEM TOTAL |
|---|---|---|---|---|---|
| 1 | LOCATE & PROTECT EXISTING UTILITIES | LS | 1 | $5,000.00 | $5,000.00 |
| 2 | TRAFFIC CONTROL | LS | 1 | $10,000.00 | $10,000.00 |
| 3 | CLEARING & GRUBBING | LS | 1 | $5,000.00 | $5,000.00 |
| 4 | ASPHALT CONCRETE SURFACE GRIND | SY | 600 | $15.00 | $9,000.00 |
| 5 | ASPHALT CONCRETE LEVELING COURSE | TON | 70 | $400.00 | $28,000.00 |
| 6 | ASPHALT CONCRETE | TON | 550 | $275.00 | $151,250.00 |
| 7 | AGGREGATE BASE | TON | 50 | $100.00 | $5,000.00 |
| 8 | ADJUST SEWER CLEANOUT TO GRADE | EACH | 1 | $1,000.00 | $1,000.00 |
| 9 | 12-INCH DIAMETER STORM DRAIN | LF | 110 | $250.00 | $27,500.00 |
| 10 | STORM DRAIN INLET | EACH | 2 | $6,000.00 | $12,000.00 |
| 11 | SANITARY SEWER MANHOLE | EACH | 3 | $8,000.00 | $24,000.00 |
| 12 | CEMENT SLURRY BACKFILL | CY | 20 | $250.00 | $5,000.00 |
| 13 | UNSUITABLE MATERIAL | CY | 10 | $100.00 | $1,000.00 |
| | | | | CONSTRUCTION SUBTOTAL | $283,750.00 |
| | | | | CONSTRUCTION CONTINGENCY (10%) | $28,375.00 |
| | | | | CONSTRUCTION MANAGEMENT (15%) | $42,562.50 |
| | | | | TOTAL CONSTRUCTION COST | $354,687.50 |

SUTTER CREEK
JEWEL OF THE MOTHER LODE

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| **TO:** | **SANDRA SPELLISCY, INTERIM CITY MANAGER** |
| **MEETING DATE:** | **NOVEMBER 6, 2023** |
| **FROM:** | **MASON PETERS, FINANCE SUPERVISOR** |
| **SUBJECT:** | **FY 23-24 Q1 EXPENSE/REVENUE ANALYSIS** |

**RECOMMENDATION:**
Informational only.

**BACKGROUND:**
To provide information regarding status of expenditures and revenues compared to the operating budget for fiscal year 2023-24.

**INTRODUCTION:**

This report serves as a "budget health" update when looking at the relationship between budgeted and actual revenues and expenses for the first quarter of the 2023-2024 fiscal year. As a rule of thumb, by the end of Q1, accounts should be hovering at 25% of adopted budget figures. However, exceptions do exist and notable mentions are listed below in more detail.

**DISCUSSION:**

***Revenues:***

- Property tax revenues typically appear in the 3rd quarter each year, and although we have some currently posted, the vast majority should be received in mid/late Q3.
- Franchise fees look mostly on track with the exception of no revenues from PG&E. Staff will look into why.
- TOT is on track, although we are brainstorming ideas on how to track short-term vacation rentals (Airbnb, VRBO, etc.) to maximize revenue in this area.
- Retail sales tax is on track, as well as business licenses.
- Fund 10 Account 34410 (Fees – Sewer Service Undist) is performing under expectations, 4% under last year's Q1 figures. This is after a rate increase in July by $1.51 per ESFU. 22-23 FY was underperforming in Q1 as well, but only by 2.5% compared to that budget. I will continue to investigate this and report back.
- The City's major grants (SB2 and Bryson Park) were both finalized prior to the funding deadline of 9/30/23 and reimbursement requests are submitted. The LEAP grant was underutilized but the City was able to file for an extension; we have received a tentative approval for our extension into fall of 24-25 FY.

***Expenses:***

- Cemetery expenses primarily consist of payroll costs for Public Works and City Clerk. Payroll allocations to this fund might need to be altered to prevent overcharging by YE.
- Pool expenditures typically peak in summer months, but slow down as the year progresses since it is not being used as often. I will monitor as we move through Q2.
- Visitor Center expenses listed were costs involved in finalizing its closing. All costs listed were charged in July/August while utilities, services, and facility clean-up were occurring.
- Central Services expenses in Q1 are at 100%+ due to our annual insurance payment to CSJVRMA. This is a once-per-year charge.

**Fiscal Year 2023-24 Expense Report**

| FUND | FUND Name | DEPT | DEPT Name | Adopted Budget | Year-to-Date Actual |
|---|---|---|---|---|---|
| 1 | General Fund | 1010 | City Council | 20,605.00 | 4,904.20 |
| 1 | General Fund | 1020 | City Clerk | 78,927.00 | 18,137.51 |
| 1 | General Fund | 1030 | City Treasurer | 2,523.00 | 605.55 |
| 1 | General Fund | 1040 | City Manager | 125,715.00 | 25,589.49 |
| 1 | General Fund | 1050 | Finance | 172,340.00 | 36,803.64 |
| 1 | General Fund | 1060 | Police Dept | 1,195,514.00 | 266,646.26 |
| 1 | General Fund | 1090 | Planning | 156,350.00 | 12,103.47 |
| 1 | General Fund | 1115 | Engineering | 155,000.00 | 14,328.03 |
| 1 | General Fund | 1130 | Parks & Recreat | 220,005.00 | 56,144.72 |
| 1 | General Fund | 1150 | Marketing | 57,430.00 | 11,119.70 |
| 1 | General Fund | 1510 | Sewer Treatment | - | 309.89 |
| 1 | General Fund | 6100 | Central Services | 192,525.00 | 152,746.96 |
| 1 | General Fund | 6130 | City Attorney | 30,000.00 | 3,803.71 |
| **FUND TOTAL** | | | | **2,406,934.00** | **603,243.13** |
| 3 | Streets/Sidewal | 1020 | City Clerk | 16,110.00 | 3,173.60 |
| 3 | Streets/Sidewal | 1040 | City Manager | 25,142.00 | 4,949.89 |
| 3 | Streets/Sidewal | 1050 | Finance | 32,809.00 | 6,060.25 |
| 3 | Streets/Sidewal | 1120 | Streets/Roads | 188,454.00 | 39,155.47 |
| **FUND TOTAL** | | | | **262,515.00** | **53,339.21** |
| 4 | Crestview Lgt/D | 1120 | Streets/Roads | 1,904.00 | 11.68 |
| 4 | Crestview Lgt/D | 1450 | CrestView Lgt | - | 200.14 |
| 4 | Crestview Lgt/D | 1510 | Sewer Treatment | - | 2.50 |
| **FUND TOTAL** | | | | **1,904.00** | **214.32** |
| 7 | Cemetery | 1020 | City Clerk | 1,613.00 | 373.45 |
| 7 | Cemetery | 1050 | Finance | 1,613.00 | - |
| 7 | Cemetery | 1130 | Parks & Recreat | - | 556.93 |
| 7 | Cemetery | 1400 | Cemetery | - | 566.75 |
| **FUND TOTAL** | | | | **3,226.00** | **1,497.13** |
| 10 | Sewer M&O | 1020 | City Clerk | 32,223.00 | 6,374.52 |
| 10 | Sewer M&O | 1040 | City Manager | 50,286.00 | 10,267.65 |
| 10 | Sewer M&O | 1050 | Finance | 126,385.00 | 27,538.35 |
| 10 | Sewer M&O | 1510 | Sewer Treatment | 1,251,053.00 | 109,220.75 |
| 10 | Sewer M&O | 1520 | Sewer Collectio | 1,069,042.00 | 27,926.92 |
| 10 | Sewer M&O | 6100 | Central Services | 192,525.00 | 152,521.91 |
| 10 | Sewer M&O | 6130 | City Attorney | 30,000.00 | 3,803.71 |
| **FUND TOTAL** | | | | **2,751,514.00** | **341,132.49** |
| 17 | M.V.Store Trust | 1720 | MonteVerde Muse | 3,791.00 | 411.51 |
| **FUND TOTAL** | | | | **3,791.00** | **411.51** |

| | | | | |
|---|---|---|---|---|
| 29 | Swimming Pool | 1140 Swimming Pool | 71,947.00 | 34,318.99 |
| **FUND TOTAL** | | | **71,947.00** | **34,318.99** |
| | | | | |
| 42 | AB 1600 | 1060 Police Dept | - | 328.98 |
| **FUND TOTAL** | | | **-** | **328.98** |
| | | | | |
| 59 | Building Facili | 1050 Finance | 45,070.00 | 8,770.90 |
| 59 | Building Facili | 1130 Parks & Recreat | 126,372.00 | 1,470.85 |
| **FUND TOTAL** | | | **171,442.00** | **18,986.35** |
| | | | | |
| 80 | Effluent Disp. | 1020 City Clerk | 32,223.00 | 7,391.44 |
| 80 | Effluent Disp. | 1040 City Manager | 50,286.00 | 10,256.30 |
| 80 | Effluent Disp. | 1050 Finance | 33,209.00 | 7,482.79 |
| 80 | Effluent Disp. | 1600 Effluent | 426,752.00 | 90,871.84 |
| **FUND TOTAL** | | | **542,470.00** | **118,152.07** |
| | | | | |
| 81 | Visitor Center | 1150 Marketing | - | 979.50 |
| 81 | Visitor Center | 1155 Visitor Center | - | 789.11 |
| **FUND TOTAL** | | | **-** | **1,768.61** |
| | | | | |
| 89 | CIP | 1090 Planning | - | 16,986.92 |
| 89 | CIP | 1130 Parks & Recreat | - | 16,221.65 |
| 89 | CIP | 7110 WWTP Grant | - | 33,821.50 |
| **FUND TOTAL** | | | **-** | **67,030.07** |

| Pct(%) | Remaining Budget | Projected YTD |
|---|---|---|
| 23.80% | 15,700.80 | 20,605.00 |
| 22.98% | 60,789.49 | 78,927.00 |
| 24.00% | 1,917.45 | 2,523.00 |
| 20.36% | 100,125.51 | 125,715.00 |
| 21.36% | 135,536.36 | 172,340.00 |
| 22.30% | 928,867.74 | 1,195,514.00 |
| 7.74% | 144,246.53 | 156,350.00 |
| 9.24% | 140,671.97 | 155,000.00 |
| 25.52% | 163,860.28 | 220,005.00 |
| 19.36% | 46,310.30 | 57,430.00 |
| - | (309.89) | 309.89 |
| 79.34% | 39,778.04 | 192,525.00 |
| 12.68% | 26,196.29 | 30,000.00 |
| **25.06%** | **1,803,690.87** | **2,406,934.00** |
| | | |
| 19.70% | 12,936.40 | 16,110.00 |
| 19.69% | 20,192.11 | 25,142.00 |
| 18.47% | 26,748.75 | 32,809.00 |
| 20.78% | 149,298.53 | 188,454.00 |
| **20.32%** | **209,175.79** | **262,515.00** |
| | | |
| 0.61% | 1,892.32 | 1,904.00 |
| - | (200.14) | |
| - | (2.50) | |
| **11.26%** | **1,689.68** | **1,904.00** |
| | | |
| 23.15% | 1,239.55 | 1,613.00 |
| 0.00% | 1,613.00 | 1,613.00 |
| - | (556.93) | 556.93 |
| - | (566.75) | 566.75 |
| **46.41%** | **1,728.87** | **3,226.00** |
| | | |
| 19.78% | 25,848.48 | 32,223.00 |
| 20.42% | 40,018.35 | 50,286.00 |
| 21.79% | 98,846.65 | 126,385.00 |
| 8.73% | 1,141,832.25 | 1,251,053.00 |
| 2.61% | 1,041,115.08 | 1,069,042.00 |
| 79.22% | 40,003.09 | 192,525.00 |
| 12.68% | 26,196.29 | 30,000.00 |
| **12.40%** | **2,410,381.51** | **2,751,514.00** |
| | | |
| 10.85% | 3,379.49 | 3,791.00 |
| **10.85%** | **3,379.49** | **3,791.00** |

| | | |
|---|---|---|
| 47.70% | 37,628.01 | 71,947.00 |
| **47.70%** | **37,628.01** | **71,947.00** |
| | | |
| - | (328.98) | 328.98 |
| **-** | **(328.98)** | **328.98** |
| | | |
| 19.46% | 36,299.10 | 45,070.00 |
| 1.16% | 124,901.15 | 126,372.00 |
| **11.07%** | **152,455.65** | **171,442.00** |
| | | |
| 22.94% | 24,831.56 | 32,223.00 |
| 20.40% | 40,029.70 | 50,286.00 |
| 22.53% | 25,726.21 | 33,209.00 |
| 21.29% | 335,880.16 | 426,752.00 |
| **21.78%** | **424,317.93** | **542,470.00** |
| | | |
| - | (979.50) | 979.50 |
| - | (789.11) | 789.11 |
| **-** | **(1,768.61)** | **1,768.61** |
| | | |
| - | (16,986.92) | 16,986.92 |
| - | (16,221.65) | 16,221.65 |
| - | (33,821.50) | 33,821.50 |
| **-** | **(67,030.07)** | **67,030.07** |

| FUND | FUND Name | ACCT | ACCT Name | Annual Budget |
|---|---|---|---|---|
| 1 | General Fund | 30100 | Prop Tax - Secured (County) | 620,000.00 |
| 1 | General Fund | 30105 | Property Tax in Lieu of MVLF | 290,000.00 |
| 1 | General Fund | 30110 | Prop Tax - Curr Supple(County) | 15,000.00 |
| 1 | General Fund | 30115 | Delinquent Supplemental | 2,800.00 |
| 1 | General Fund | 30200 | Prop Tax - Unsecured (County) | 12,000.00 |
| 1 | General Fund | 30210 | Unsecured Supplemental | - |
| 1 | General Fund | 30220 | Delinqt Unsecured Supplemental | - |
| 1 | General Fund | 30900 | Prop Tax - Unsecured Prior (Co | - |
| 1 | General Fund | 31660 | Tax, Franchise - Aces Waste | 61,880.00 |
| 1 | General Fund | 31662 | Tax, Franchise - Comcast | 35,000.00 |
| 1 | General Fund | 31664 | Tax, Franchise - PG&E | 53,000.00 |
| 1 | General Fund | 31670 | Tax, Transfer - Real Property | 21,000.00 |
| 1 | General Fund | 31850 | Tax, TOT - Transient Lodge Tax | 350,000.00 |
| 1 | General Fund | 31930 | Tax - Gen'l Retail Sales | 450,000.00 |
| 1 | General Fund | 32100 | License - Business | 55,000.00 |
| 1 | General Fund | 32111 | Permit - Encroachments | 31,000.00 |
| 1 | General Fund | 32125 | Permit - Garage Sale | 50.00 |
| 1 | General Fund | 32130 | Permit / Licenses - Other | 750.00 |
| 1 | General Fund | 32135 | Permit - Signs | 800.00 |
| 1 | General Fund | 33120 | Sales Tax-Public Safety | 16,000.00 |
| 1 | General Fund | 33500 | SB 2 State Planning Grant | 25,500.00 |
| 1 | General Fund | 33505 | LEAP | 57,100.00 |
| 1 | General Fund | 33510 | State Cops Grant | 190,000.00 |
| 1 | General Fund | 33512 | Hm Prop Tax Relief - Exemption | 6,000.00 |
| 1 | General Fund | 34130 | Zoning Application Fees | 200.00 |
| 1 | General Fund | 34131 | Subdivision fees | 5,500.00 |
| 1 | General Fund | 34132 | Fees - Variance & conditional | 1,000.00 |
| 1 | General Fund | 34135 | Site Plans | 50,000.00 |
| 1 | General Fund | 34139 | Building Permit Fees | 65,000.00 |
| 1 | General Fund | 34140 | Plan Check Fees | 68,000.00 |
| 1 | General Fund | 34141 | Fees-PD Services | 250.00 |
| 1 | General Fund | 34160 | Fees - Police Reports | 800.00 |
| 1 | General Fund | 34168 | Concealed Weapon | 600.00 |
| 1 | General Fund | 34210 | PD Fee Special Services | 1,500.00 |
| 1 | General Fund | 34385 | Fees - Admin Charges | - |
| 1 | General Fund | 35130 | Fines - Vehicle Code | 8,000.00 |
| 1 | General Fund | 36100 | Income - Interest Earnings | 2,500.00 |
| **1** | **General Fund** | | **GRAND TOTAL** | **2,496,230.00** |
| | | | | |
| 3 | Streets/Sidewal | 33005 | Vehicle License Fee | 2,800.00 |
| 3 | Streets/Sidewal | 33551 | 2107 Highway User Tax | 21,000.00 |
| 3 | Streets/Sidewal | 33552 | 2106 Highway User Tax | 16,000.00 |
| 3 | Streets/Sidewal | 33553 | 2105 Highway User Tax | 15,000.00 |
| 3 | Streets/Sidewal | 33554 | 2107-5 Highway User Tax | 1,000.00 |
| 3 | Streets/Sidewal | 33556 | 2103 Highway User Tax | 22,000.00 |

| | | | | |
|---|---|---|---|---|
| 3 | Streets/Sidewal | 33558 | Road Maintenance & Rehabilit | 65,000.00 |
| 3 | Streets/Sidewal | 33559 | RSTP | - |
| 3 | Streets/Sidewal | 36100 | Income - Interest Earnings | 25.00 |
| **3** | **Streets/Sidewal** | | **GRAND TOTAL** | **142,825.00** |
| | | | | |
| 4 | Crestview Lgt/D | 34280 | Street Lighting Charges | 2,650.00 |
| 4 | Crestview Lgt/D | 36100 | Income - Interest Earnings | - |
| **4** | **Crestview Lgt/D** | | **GRAND TOTAL** | **2,650.00** |
| | | | | |
| 9 | HMGP-Hazard Mit | 36100 | Income - Interest Earnings | - |
| **9** | **HMGP-Hazard Mit** | | **GRAND TOTAL** | **-** |
| | | | | |
| 10 | Sewer M&O | 33520 | WWTP Grant State Water Board | 150,000.00 |
| 10 | Sewer M&O | 34390 | Effluent Disposal | 298,004.00 |
| 10 | Sewer M&O | 34410 | Fees - Sewer Service Undist | 1,953,727.00 |
| 10 | Sewer M&O | 34411 | Fees - Sewer Connection Charge | 37,500.00 |
| 10 | Sewer M&O | 34412 | Septic Dumping Fee | 52,000.00 |
| 10 | Sewer M&O | 34413 | Contract Sewer Rev AWA | 203,093.00 |
| 10 | Sewer M&O | 34414 | Sewer Svc Chrges Amador City | 44,475.00 |
| 10 | Sewer M&O | 34479 | Late Charges | 34,680.00 |
| 10 | Sewer M&O | 36100 | Income - Interest Earnings | 6,000.00 |
| **10** | **Sewer M&O** | | **GRAND TOTAL** | **2,779,479.00** |
| | | | | |
| 17 | M.V.Store Trust | 36100 | Income - Interest Earnings | - |
| 17 | M.V.Store Trust | 36700 | Income - Donations, Private So | 3,791.00 |
| **17** | **M.V.Store Trust** | | **GRAND TOTAL** | **3,791.00** |
| | | | | |
| 29 | Swimming Pool | 36710 | Swimming Pool Revenues | - |
| **29** | **Swimming Pool** | | **GRAND TOTAL** | **-** |
| | | | | |
| 48 | Covid-19 | 36100 | Income - Interest Earnings | - |
| **48** | **Covid-19** | | **GRAND TOTAL** | **-** |
| | | | | |
| 57 | HOME Grant CA | 33500 | SB 2 State Planning Grant | - |
| **57** | **HOME Grant CA** | | **GRAND TOTAL** | **-** |
| | | | | |
| 59 | Building Facili | 34745 | Historical Grammer School Rev | 14,000.00 |
| 59 | Building Facili | 34746 | Cribbs Field/Snack Shack Rent | 200.00 |
| 59 | Building Facili | 34747 | Cribbs/Snack Utilities | - |
| 59 | Building Facili | 34748 | Fees - Community Ctr Utilities | 3,000.00 |
| 59 | Building Facili | 34749 | Fees - Community Center | 6,500.00 |
| 59 | Building Facili | 34750 | Fees - Auditorium Use | 12,000.00 |
| 59 | Building Facili | 34751 | Lease Revenue-AT&T Wireless | 37,800.00 |
| 59 | Building Facili | 34752 | Fees- Auditorium Utilities | 4,500.00 |
| 59 | Building Facili | 34753 | Fees-Jazzercise Rental Income | 12,000.00 |
| **59** | **Building Facili** | | **GRAND TOTAL** | **90,000.00** |

| | | | | |
|---|---|---|---|---|
| 80 | Effluent Disp. | 34390 | Effluent Disposal | - |
| **80** | **Effluent Disp.** | | **GRAND TOTAL** | **-** |
| 91 | Road CIP | 36100 | Income - Interest Earnings | - |
| **91** | **Road CIP** | | | **-** |

| Year-to-Date Actual | Pct(%) | Difference | Projected YTD |
|---|---|---|---|
| 39,248.65 | 6.33% | 580,751.35 | 620,000.00 |
| - | 0.00% | 290,000.00 | 290,000.00 |
| 6,763.48 | 45.09% | 8,236.52 | 15,000.00 |
| 111.28 | 3.97% | 2,688.72 | 2,800.00 |
| 2,368.33 | 19.74% | 9,631.67 | 12,000.00 |
| 591.00 | - | (591.00) | 591.00 |
| 20.26 | - | (20.26) | 20.26 |
| 253.48 | - | (253.48) | 253.48 |
| 10,076.32 | 16.28% | 51,803.68 | 61,880.00 |
| 7,685.51 | 21.96% | 27,314.49 | 35,000.00 |
| - | 0.00% | 53,000.00 | 53,000.00 |
| 6,179.26 | 29.43% | 14,820.74 | 21,000.00 |
| 97,773.59 | 27.94% | 252,226.41 | 350,000.00 |
| 113,909.48 | 25.31% | 336,090.52 | 450,000.00 |
| 14,016.00 | 25.48% | 40,984.00 | 55,000.00 |
| 882.50 | 2.85% | 30,117.50 | 31,000.00 |
| 30.00 | 60.00% | 20.00 | 50.00 |
| 385.00 | 51.33% | 365.00 | 750.00 |
| 600.00 | 75.00% | 200.00 | 800.00 |
| 2,490.12 | 15.56% | 13,509.88 | 16,000.00 |
| - | 0.00% | 25,500.00 | 25,500.00 |
| - | 0.00% | 57,100.00 | 57,100.00 |
| - | 0.00% | 190,000.00 | 190,000.00 |
| - | 0.00% | 6,000.00 | 6,000.00 |
| - | 0.00% | 200.00 | 200.00 |
| - | 0.00% | 5,500.00 | 5,500.00 |
| 1,019.17 | 101.92% | (19.17) | 1,019.17 |
| 15,863.33 | 31.73% | 34,136.67 | 50,000.00 |
| 35,133.51 | 54.05% | 29,866.49 | 65,000.00 |
| 16,900.59 | 24.85% | 51,099.41 | 68,000.00 |
| 93.95 | 37.58% | 156.05 | 250.00 |
| 335.00 | 41.88% | 465.00 | 800.00 |
| - | 0.00% | 600.00 | 600.00 |
| 4.76 | 0.32% | 1,495.24 | 1,500.00 |
| 150.00 | - | (150.00) | 150.00 |
| 3,491.49 | 43.64% | 4,508.51 | 8,000.00 |
| 804.76 | 32.19% | 1,695.24 | 2,500.00 |
| **377,180.82** | **15.11%** | **2,119,049.18** | **2,496,230.00** |
| | | | |
| - | 0.00% | 2,800.00 | 2,800.00 |
| 5,392.20 | 25.68% | 15,607.80 | 21,000.00 |
| 4,065.50 | 25.41% | 11,934.50 | 16,000.00 |
| 3,883.90 | 25.89% | 11,116.10 | 15,000.00 |
| 1,000.00 | 100.00% | - | 1,000.00 |
| 6,942.78 | 31.56% | 15,057.22 | 22,000.00 |

| | | | |
|---|---|---|---|
| 15,893.21 | 24.45% | 49,106.79 | 65,000.00 |
| 45,600.00 | - | (45,600.00) | 45,600.00 |
| - | 0.00% | 25.00 | 25.00 |
| **66,884.38** | **46.83%** | **75,940.62** | **142,825.00** |
| | | | |
| - | 0.00% | 2,650.00 | 2,650.00 |
| 15.59 | - | (15.59) | 15.59 |
| **15.59** | **0.59%** | **2,634.41** | **2,650.00** |
| | | | |
| 4.07 | - | (4.07) | 4.07 |
| **4.07** | **-** | **(4.07)** | **4.07** |
| | | | |
| - | 0.00% | 150,000.00 | 150,000.00 |
| - | 0.00% | 298,004.00 | 298,004.00 |
| 416,451.46 | 21.32% | 1,537,275.54 | 1,953,727.00 |
| - | 0.00% | 37,500.00 | 37,500.00 |
| 14,831.79 | 28.52% | 37,168.21 | 52,000.00 |
| 51,838.66 | 25.52% | 151,254.34 | 203,093.00 |
| 10,430.66 | 23.45% | 34,044.34 | 44,475.00 |
| 8,030.44 | 23.16% | 26,649.56 | 34,680.00 |
| 4,263.02 | 71.05% | 1,736.98 | 6,000.00 |
| **505,846.03** | **18.20%** | **2,273,632.97** | **2,779,479.00** |
| | | | |
| 1.64 | - | (1.64) | 1.64 |
| - | 0.00% | 3,791.00 | 3,791.00 |
| **1.64** | **0.04%** | **3,789.36** | **3,791.00** |
| | | | |
| 9,189.00 | - | (9,189.00) | 9,189.00 |
| **9,189.00** | **-** | **(9,189.00)** | **9,189.00** |
| | | | |
| 1,923.04 | - | (1,923.04) | 1,923.04 |
| **1,923.04** | **-** | **(1,923.04)** | **1,923.04** |
| | | | |
| 29,034.40 | - | (29,034.40) | 29,034.40 |
| **29,034.40** | **-** | **(29,034.40)** | **29,034.40** |
| | | | |
| 4,463.50 | 31.88% | 9,536.50 | 14,000.00 |
| 240.00 | 120.00% | (40.00) | 240.00 |
| 75.00 | - | (75.00) | 75.00 |
| 575.00 | 19.17% | 2,425.00 | 3,000.00 |
| 1,930.00 | 29.69% | 4,570.00 | 6,500.00 |
| 2,350.00 | 19.58% | 9,650.00 | 12,000.00 |
| 8,700.00 | 23.02% | 29,100.00 | 37,800.00 |
| 800.00 | 17.78% | 3,700.00 | 4,500.00 |
| 2,670.00 | 22.25% | 9,330.00 | 12,000.00 |
| **21,803.50** | **24.23%** | **68,196.50** | **90,000.00** |

| | | | |
|---|---|---|---|
| 41,625.50 | - | (41,625.50) | 41,625.50 |
| **41,625.50** | **-** | **(41,625.50)** | **41,625.50** |
| | | | |
| 356.38 | - | (356.38) | 356.38 |
| **16,249.67** | **-** | **(16,249.67)** | **16,249.67** |

**RESOLUTION 23-24-***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUTTER CREEK AUTHORIZING THE EXECUTION OF THE EMPLOYMENT AGREEMENT FOR CITY MANAGER SERVICES WITH TOM DUBOIS**

**WHEREAS,** the City requires the services of a City Manager to serve as the City's chief executive officer.

**WHEREAS,** the City Council desires to employ Tom DuBois as its City Manager and Mr. DuBois wishes to accept employment for this position.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Sutter Creek authorizes the Mayor to execute the Employment Agreement for City Manager Services Between the City of Sutter Creek and Tom DuBois in the form as attached as Attachment A to this Resolution.

The foregoing resolution was duly passed and adopted at a regular meeting of the City Council of the City of Sutter Creek on the 6th day of November 6, 2023, by the following vote.

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

_____
Claire Gunselman, Mayor

_____
Karen Darrow, City Clerk

**Attachment A**

# EMPLOYMENT AGREEMENT
# CITY OF SUTTER CREEK

## CITY MANAGER

This Agreement ("Agreement") is entered into and effective on November 7, 2023 between the City of Sutter Creek ("City") and Tom DuBois ("Employee" or "City Manager").

## RECITALS

A. WHEREAS, the City of Sutter Creek wishes to engage the services of Employee as the City Manager, duly recognized in the Sutter Creek Municipal Code (2.06.010 SCMC, as amended) of the City, and to provide certain compensation and to establish the scope of duties to be provided by Employee;

B. WHEREAS, Employee desires to accept appointment under this contract as the City Manager subject to all the terms and conditions contained herein;

C. WHEREAS, in consideration of the mutual covenants and conditions contained in this contract, the parties agree as follows:

**1.** **Incorporation of Sutter Creek Municipal Code**. Sutter Creek Municipal (SCMC) Chapter 2, Section 06.010 through Section 06.080 are incorporated herein. These provisions of the SCMC shall form a part of this Agreement, made pursuant to the authority provided for in Section 2.06.040 (SCMC). Should any provision of this Agreement conflict with these provisions of the SCMC, the SCMC shall prevail. The parties agree and acknowledge that the Employee reports directly to the City Council of the City of Sutter Creek and may be removed for cause with a 3/5 vote of the City Council or without cause with a 4/5 vote of the City Council in attendance at any regular or special meeting.

**2.** **Effective Date**. The effective date of this Agreement and the commencement of the City Manager's employment shall be November 7, 2023. This agreement shall be in effect until November 7, 2025 (the "Initial Term"), or the date of earlier termination in accordance with the provisions in this Agreement. On or before November 7, 2024, and on or before each succeeding November 7 while this Agreement is in effect, the Initial Term, and any subsequent Term, of this Agreement shall be extended for successive periods of one (1) year, unless the Council or Employee decides to not extend the agreement, or the agreement is otherwise terminated by City or Employee in accordance with the provisions herein. Both the City and the Employee understand that the City Manager is an at-will appointment. In like manner, nothing in this Agreement shall be deemed to interfere with the right of Employee to terminate this Agreement at any time subject to the resignation and notice provisions of this Agreement. Compensation will begin on the first day actually worked.

**3.** **Duties**. The City hereby appoints Employee as the City Manager to perform, without limitation, the duties set forth by statute or any relevant City ordinances and resolutions, and such other legally permissible and proper duties and functions as the City Council may

assign from time to time. The City Manager shall report directly to the City Council and shall assume overall responsibility for the management and operation of the City, subject, however, to all applicable laws, rules and regulations and to the policies and directions established by the City Council.

The City Manager shall, while employed by the City, not accept other employment or perform other services for compensation without first having obtained permission from the City Council, which the City Council may withhold in its sole discretion.

The City acknowledges that the City Manager is, as of the Effective Date, the interim Executive Director of La Comida, a non-profit in Palo Alto, California providing Senior nutrition. The City Council finds no conflict, and grants permission to the City Manager to continue providing services to La Comida on non-Sutter Creek working time. The outside work shall end within 12 months of the effective date of this agreement.

The City Manager may serve on nonprofit boards of directors where there is no conflict nor interference with his City Manager duties. The City Manager shall not engage in any activity which is or may become a conflict of interest or which may create an incompatibility of office as defined under California law. The City Manager must annually complete financial disclosure forms as required by law.

The City Manager is an exempt employee, and as such is expected to engage in all of those hours of work that are necessary to fulfill the obligations of the City Manager's position. The City Manager does not have set hours of work, but as the City Manager is expected to be available at all times. In general, the City Manager should be available to staff, the City Council, outside agencies and community members during the normal business hours of a typical work week. Although the City Manager may choose from time to time to work from home or otherwise remotely, during the first six-months of employment it is expected that the City Manager will spend an average of four (4) weekdays on site in Sutter Creek.

**4. <u>Compensation and Benefits</u>.**

A. <u>Compensation</u>. The City agrees to pay the Employee for their services rendered as the City Manager an initial annual salary of One Hundred Seventy-five Thousand Dollars and Zero Cents ($175,000.00) payable in installments at the same time and manner as other employees of the City, and in accordance with the requirements of the federal Fair Labor Standards Act for an exempt employee. The City shall not, at any time during the term of this Agreement, reduce the base salary, compensation or other financial benefits of the City Manager, and then in no greater percentage than the average reduction of all affected employees. Reduction in a percentage greater than the average reduction of all affected staff shall constitute termination without cause. This provision does not apply if the reductions are part of a mutually agreed to change in the terms of the employment agreement.

B. Benefits.

1. Vacation – Upon commencement of employment, the City Manager shall be credited with 80 hours of accrued vacation. The City Manager shall accrue 160 hours of paid vacation leave per year. Up to 80 hours of vacation leave can be carried over into the following year, to a maximum of 160 hours of total accrued leave. Accrued vacation leave is payable upon termination of employment.
2. Medical, Dental, Vision and other insurance benefits shall be provided in the same manner as specified in the memorandum of understanding between the City of Sutter Creek and SEIU Local 1021.
3. Deferred Compensation – The City shall provide payroll deduction if Employee elects to participate in the employee-sponsored deferred compensation plan.
4. Disability – The City shall provide up to $250.00 per month for Employee to use toward premiums for short-term and long-term disability insurance and life insurance available through the City's section 125 cafeteria plan.
5. Vehicle Allowance – The City shall provide the City Manager a monthly allowance of $325.00 for use toward a vehicle or vehicle-related expenses.
6. Temporary Housing Allowance – Beginning on the first payday following the effective date of this agreement and continuing on the first payday of each successive month for up to twelve months, the Employee will receive $2,500.00 in the form of a loan from the city to pay for a temporary housing allowance, up to a total amount of no more than $30,000.00. The loan will accrue interest at the rate of 2% per annum. No payments on principal or interest will be due for 36 months after the commencement date, unless the contract is otherwise terminated pursuant to the provisions of this agreement, at which time the principal and interest accrued will be due in full 10 days prior to the final day of employment. Following the three-year anniversary date of employment, the City Council shall determine whether to forgive the loan in part or in full, or to institute a payment plan. The full terms of the loan will be set forth in a separate agreement to be signed by both parties.

C. Sick Leave. Employee shall accrue sick leave at the rate of 8 hours per month. Sick leave may be accrued without limitation but accrued leave is not payable upon termination.

D. Holidays. Employee is entitled to the same holidays with pay as non-exempt full-time employees (13 recognized holidays, and 2 floating holidays).

E. SSI/Medicare Benefit. Employee will pay the full employee portion of Social Security/Medicare contributions.

F. Public Employees Retirement System (CalPERS). The City will pay the employer portion of any retirement contributions. Employee will pay the employee portion. Employee will be eligible for the type of CalPERS enrollment in effect based on Employee status at the time of hire.

G. Business Expenses. City will reimburse Employee for business expenses based on the policies contained in the Sutter Creek Municipal Code. City will provide a laptop computer and cell phone for Employee's business use. City will also reimburse Employee for the internet-only portion of any telecommunications service used at the Employee's local residence for business purposes. Mileage reimbursement for city-related travel will not be provided as long as Employee is receiving a vehicle allowance.

H. Tax Liability. Employee is responsible for any state and federal income tax liability for excess benefits.

**5. Professional Growth and Standing**. The City encourages the continuing professional growth of the City Manager through their participation in such activities as:

A. Conferences, programs, and other activities conducted by or sponsored by local, or state, or national associations (such as ICMA or Cal Cities);

B. Seminars and courses offered by public or private educational institutions relating to California City Management and Governance;

C. Informational meetings with other persons whose particular skills or backgrounds serve to improve the capacity of the City Manager to perform their professional responsibilities for the City; and

D. Subscription to and reading of appropriate Cal Cities or similar bulletins, and periodicals.

The City agrees to budget for and pay the City Manager's reasonable and necessary membership, travel, subsistence, and other expenses associated with participation and membership in such organizations and activities, consistent with the City's practices and in which the City or Employee serves as a member. Reimbursement for any such activities not paid in advance by the City shall be made to the Employee in accordance with applicable City policies and rules and regulations.

**6. Performance Review / Appraisal**. The City Council shall, on or prior to the anniversary date of this Agreement, and no less than annually thereafter, review the performance of the City Manager. As part of any performance appraisal, the City Manager shall be afforded the opportunity to review his own performance. The City Council shall also, as it deems appropriate, and with the participation of the City Manager, establish any new goals and objectives for the City Manager, and may also review and set the level of compensation and benefits payable to the City Manager. Every performance review/appraisal shall be documented in writing.

**7. Termination of Employment and Severance**. The City Manager's employment may be terminated in accordance with the provisions of this section:

A. At-Will Employee. The City Manager serves at the pleasure of the City Council and nothing shall be understood to prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time with or without cause. There is no express or implied promise made to the City Manager for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between the City Manager and the City.

B. Termination Not-For-Cause. In the exercise of its sole discretion, the City Council may terminate the City Manager for reasons other than cause, by providing thirty-days prior written notice.

C. Termination For Cause, or In The Event of Death. Notwithstanding any other provision of this Agreement, this Agreement shall terminate upon the death of the City Manager or in the event the City Manager is terminated by the City Council "for cause" as defined below. In the event of termination "for cause," the City shall be under no obligation to the City Manager under this Agreement except for prorated salary and benefits due and unpaid to the date of termination. Upon death, these payments shall be made to the heirs of the City Manager. "For Cause" termination shall be determined by the provisions of section 2.06.090 (as amended November 2023) of the Sutter Creek Municipal Code.

D. Disability Termination. If Employee shall, for whatever reason, become incapable of performing any of the essential functions of Employee's position, even with reasonable accommodation by the City, either (1) permanently, or (2) for a period exceeding the period of leave available to the Employee under the Family Medical Leave Act or the California Family Rights Act (if qualifying), or accrued sick leave, whichever is longer, then Employee shall be deemed to have suffered a disability. As the City Manager position requires Employee to devote a great deal of time both during and outside of normal office hours to the business of the City, Employee acknowledges and agrees that granting a leave longer than the time period stated in this section may constitute an undue hardship on the City. In accordance with applicable law, any request for leave that constitutes an undue hardship shall be considered a "for cause" termination of this Agreement.

E. Resignation/Retirement of City Manager. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from their position with the City. The City Manager may terminate the Agreement by submitting 30-days written notice of her/his resignation to the City.

F. Severance Pay. Subject to Government Code Section 53260(a), in the event the services of the City Manager are terminated without cause upon the initiative and action of the City Council, the City shall pay to the City Manager at the time of such termination severance pay equal to three months of base pay in the first year of employment, four months of base pay in the second year of employment, and six months of base pay in the third year and successive years of employment, for a maximum of six months of severance payments regardless of the length of employment. The severance payment will be made in a lump sum and shall not include payments for additional benefits or retirement. The City Council's decision to not extend this

agreement upon its expiration date constitutes a termination without cause for the purposes of this provision only.

G. Communications Upon Separation. In the event the City terminates the City Manager for any reason or no reason, the City and the City Manager agree that no member of the City Council, the City Management staff, nor the City Manager, shall make any written, oral or electronic statement to any member of the public, the press, or any City employee concerning the City Manager's termination except in the form a joint press release or statement, the content of which is mutually agreeable to the City and the City Manager. The joint press release or statement shall not contain any text or information that is disparaging of either party. Either party may verbally repeat the substance of the joint press release or statement in response to any inquiry.

**8. Bonding**. The City will pay for the cost of fiduciary bonds required of the Employee as a consequence of the Employee's performance of duties as the City Manager of the City.

**9. Indemnification**. The City shall indemnify and defend the Employee from any and all claims, demands, actions, losses, or charges arising out of, related to or as a consequence of the Employee's performance of duties and conduct that are within the scope of employment. Acts of the Employee that substantially deviate from the assigned duties for a personal purpose, criminal and other conduct such as assault, battery, sexual harassment, whistleblower retaliation, and other intentional torts that are unrelated to the Employee's job are deemed to be outside the ordinary course and scope of employment for purposes of this section.

The parties agree that this section shall survive termination of this Agreement and Employee's employment with the City. This section shall apply at the time any such claim, demand, action, loss or charge is made or occurs, as the case may be, provided that the act or omission giving rise to the claim occurred during the time that the Employee was employed by the City.

**10. General Provisions**.

A. Law Governing Agreement / Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California; the venue shall be the County of Amador, California.

B. Entire Agreement / Modifications. This Agreement supersedes any and all other agreements, whether oral or in writing, between the City and the City Manager with respect to the City Manager's employment. Any modification of this Agreement shall be effective only if embodied in a formal amendment duly adopted by resolution of the City Council and reduced to a fully executed written document. Any amendment that alters the salary or benefits provided to the City Manager under this Agreement may only be adopted by resolution in open session at a regular meeting of the City Council of the City of Sutter Creek, CA.

C. Attorneys' Fees. In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs, in addition to any other relief.

D. Reimbursement of City. The provisions of California Government Code sections 53243 to 53243.4, as those sections now or hereafter exist, are hereby incorporated by reference into this Agreement. If the City Manager is convicted of a crime involving an abuse of his office or position, whether before or after release from employment, the City Manager shall fully reimburse the City for any severance pay, paid leave, salary disbursed pending an investigation related to the crime, or legal criminal defense funds relevant to the crime.

E. Notices. Any notices given pursuant to the terms of this contract shall be given by certified, registered mail, return receipt requested, addressed as follows:

| | |
|---|---|
| (i) CITY: | City Council<br>City of Sutter Creek<br>Sutter Creek City Hall<br>18 Main Street<br>Sutter Creek, CA 95685 |
| (ii) CITY MANAGER: | Tom DuBois<br>City Manager<br>18 Main Street<br>Sutter Creek, CA 95685 |
| (iii) COPY TO: | Derek Cole, City Attorney<br>Cole Huber LLP<br>2281 Lava Ridge Court, Ste 300<br>Roseville, CA 95661 |

All notices, requests, demands, consents and other communications shall be transmitted in writing and shall be deemed to have been given at the time of delivery if given in person or within twenty-four (24) hours after being sent by certified mail, postage prepaid, return receipt requested and addressed as indicated above or at the latest address in the City's employment records or at any other address of which either party shall give written notice pursuant to this section.

F. Waiver. No waiver of a breach of any of the covenants, agreements, provisions, or conditions of this Agreement by either party shall be construed to be a waiver of any later breach of the same or other covenant, agreements, provisions or conditions of this Agreement.

G. Assignment. This Agreement is not assignable by the City or the City Manager.

H. Severability. In the event that any provision of this Agreement is invalid or otherwise determined to be unlawful or void by a court having jurisdiction over the parties, the

remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

I. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their successors, heirs, agents and personal representatives.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf by the Mayor on behalf of the City Council and by the City Manager on his own behalf on the date written below.

CITY OF SUTTER CREEK

_____

By: Claire Gunselman, Mayor

DATE: _____

CITY MANAGER

_____

By: Tom DuBois, City Manager

DATE: _____

APPROVED AS TO FORM:

_____

Derek Cole, City Attorney
Cole Huber LLP

SUTTER CREEK
1854
JEWEL OF THE MOTHER LODE

**STAFF REPORT**

**TO:** MAYOR AND MEMBERS OF THE CITY COUNCIL

**MEETING DATE:** NOVEMBER 6, 2023

**FROM:** SANDRA SPELLISCY, INTERIM CITY MANAGER

**SUBJECT:** ARSA/SUTER CREEK RELATIONSHIP UPDATE

**RECOMMENDATION:**
Informational.

**BACKGROUND:**
Early in my tenure as interim city manager I was directed by Council to take the necessary steps to resolve the financial issues arising from the 2002 spray easement agreement between Sutter Creek and ARSA. I was also asked to look at the continued viability of the city as a partner in the ARSA JPA contract. This item is intended to update the Council on those efforts.

**DISCUSSION:**
At the time that I received the direction from Council, it was not anticipated that I would take over the position as ARSA General Manager. That role has complicated somewhat my ability to follow through with Council's requests. Since I have been GM, the ARSA Board has had two extended discussions regarding the 2002 agreement. My most recent memo to the ARSA Board on this subject is attached to this staff report. I now believe that there is a consensus among the majority of the ARSA Board members to execute a termination and release of liability agreement pertaining to the 2002 contract, but, unfortunately, I was not able to "seal the deal" at the last ARSA Board meeting. My recommendation is that the City continue to pursue a written understanding with ARSA that the 2002 agreement is no longer in effect and that both sides are relieved of any further obligation under the contract.

I also still believe that operating ARSA as an independent JPA is no longer in the best financial or operational interests of the City or the partnership, and continue to recommend that the city pursue the termination of the JPA agreement and the transfer of the ARSA responsibilities to the City of Sutter Creek.

**ATTACHMENTS:**
Memo from S. Spelliscy to ARSA Board – 10/25/23

Memo from Sean Rabe to SC City Council, ARSA – 06/14/11

TO: ARSA Board Members
FROM: Sandra Spelliscy, Interim General Manager
RE: ARSA/City of Sutter Creek agreement re: Noble Ranch

October 25, 2023

**BACKGROUND**

In late August 2001 the City of Sutter Creek entered into an agreement with the Noble sisters to purchase approximately 833 acres south and west of the city limits known as Noble Ranch. The city's intended use for the property was to develop a long-term solution for its wastewater system effluent disposal. The closing date for the transaction was set for April 30, 2002.

Almost immediately the city entered into an assignment agreement with a golf course developer named Troy Claveran to obtain funds to pay the required deposits and earnest money due under the property purchase agreement. The agreement give Claveran options on unused portions of the property for a golf course development, and was modified twice by the parties over the next year. At the same time the city began investigating its ability to sell certificates of participation to obtain the funds for the property purchase.

Over the course of the next year Claveran created an LLC called Gold Rush Golf Development (Gold Rush) and assigned his option interests to the LLC. The city was also notified by its bond counsel that it would not be able to sells bonds in order to finance the purchase of the property. Recognizing that it could not uphold its promises under the original property purchase agreement, the city assigned its rights to Gold Rush on April 25, 2002. Under the assignment agreement, the city was to pay into escrow $750,000 toward the purchase price. $300,000 of those funds were to come from the city, and the remaining $450,000 were to be paid by ARSA. The assignment agreement contained the following language:

1. At least one business day prior to the closing, Gold Rush shall deliver into escrow a fully executed and notarized Irrigation Easement with instructions to the Escrow Agent to record the Irrigation Easement immediately following the recordation of the grant deed conveying fee title to Gold Rush.
2. The City and Gold Rush agree that the City will have the ability to be reimbursed for the ARSA payment and the City Payment by either conditioning the Entitlements that Gold Rush needs to obtain for the development of the Property on the reimbursement of such payments, or requiring such reimbursement to a covenant in a development agreement by and between the City and Gold Rush. The reimbursement may take the form of a credit to the City for their share of costs attributable to Gold Rush's construction of a Treatment Plant or other water treatment system which benefits the City.

There is no evidence that either condition 1 or 2 ever occurred.

On the same date that the assignment agreement was entered into, April 25, 2002, the city and ARSA also entered into a *Contract for Funding of Wastewater Disposal Facilities and Grant of Easement*. The

stated purpose of the contract was to allow the city to "immediately deposit $750,000 in cash to close escrow for the acquisition of the Noble Ranch." In exchange, "ARSA is willing to use its own reserves to provide City $450,000 to enable City to acquire fee title to the Noble Ranch in consideration for ARSA's obtaining of the right to use the Noble Ranch for spray field disposal of ARSA wastewater thereon…"

The actual terms of the granting of the easement, how it would be perfected, when and how it would be relinquished, etc. are quite complicated, and are set forth in pp. 4-7 of the full document attached to this memo.

Although not designated as a loan, the contract did have a repayment provision that required the city to pay back the principal in full, with interest, beginning June 2005, if the city did not obtain the right-of-way for, and to actually construct, a pipeline from the city's wastewater treatment plant to the planned spray fields on Noble Ranch.

So, on April 25, 2002, two separate agreements were signed between the city and two different entities. In one agreement the responsibility to record a spray easement on Noble Ranch is assigned to Gold Rush; in the second agreement the responsibility is assigned to the city.

Five days later, on May 2, the purchase transaction is recorded. For unknown reasons, there is a simultaneous double escrow in which the property is deeded to the city, and then immediately re-deeded to the Gold Rush partners. The city contributed $750,000 to the purchase; the remainder of the purchase price was paid by Gold Rush. The contract between the city and ARSA regarding the spray easement is also recorded on that day, by there is nothing in the record that shows the spray easement in the grant deed from the city to Gold Rush.

Over the succeeding years, the developers worked towards obtaining the necessary approvals to begin constructing the project. The partners in Gold Rush changed and the scope of the project was enlarged considerably. By the time a development agreement was agreed to and a specific plan adopted in 2010, the project had gone from a golf course and condos on 230 acres to the following description on the state's CEQAnet website:

> Approvals associated with Specific Plan adoption for mixed-use development on a 945-acre site (18 hole golf course, 1,334 single family residences, 300 vacation units, 60 room hotel, 57,000 sf of commercial, 300 acres open space and parks. Golf course to be used for treated effluent disposal. Includes on-site and off-site infrastructure and roadway improvements.) Approval includes: Specific Plan adoption, large-lot tentative subdivision map approval, General Plan and Zoning amendments, and Development Agreement.

By 2010, any notion of using Noble Ranch as a site for spraying ARSA secondarily-treated effluent had long since been abandoned. The final plan envisioned a new tertiary plant constructed as part of the project that would treat effluent that could then be sprayed on the project's golf course. The project did receive all of its necessary approvals, and survived both a referendum and a legal challenge, but the financial burdens imposed by the final development agreement and specific plan, along with the

financial crisis in the housing market following the 2008 crash, were the death knell for the project. The city formally terminated the development agreement for the project in 2019.

**DISCUSSION**

In the 20+ years since the city and ARSA identified the Gold Rush development as the solution for its ongoing wastewater treatment and disposal issues, not a lot has changed. The city continues to operate an aging and deteriorated sewer plant that is significantly undersized for the peak flows that it receives during wintertime storm events. ARSA operates a disposal system that it does not own, that is under capacity, that is riddled with maintenance issues, and that has been the subject of on-going legal challenges for decades.

In the seven years since both Sutter Creek and ARSA adopted a Master Plan that identified the construction of a new tertiary plant as the best alternative for addressing the above issue, little progress has occurred. Both agencies are now at a crossroads where tough decisions need to be made and a new direction forged. One of those tough decisions is how to deal with the long-delayed issue of the $450,000 that ARSA contributed to the Noble Ranch purchase.

If Sutter Creek moves forward with building a tertiary plant, it is faced with raising funds in the high nine figures. This will involve applying for grants, significantly raising customer rates, and taking on large amounts of long-term debt. It cannot do this successfully with what looks like a $600,000+ commitment to ARSA on its books.

In hindsight, of course, the decision to give developers $750,000 in public funds toward the purchase of property with only a nebulous guarantee of a return was ill-advised. It was money that both the city and ARSA could ill-afford to lose. But it was city ratepayers who lost the most. Not only did they contribute the $300,000 directly from the city, but they contributed about 80% of the ARSA $450,000 as well. Having given away approximately $660,000 on a deal that went sour, it is difficult to imagine that ARSA could expect the Sutter Creek ratepayers to come up with that same amount again, and for what end?

The $750,000 amount was never rooted in reality. There was never any appraisal done to determine if that was a fair market price for the purchase of so-called spray fields. It was simply the amount that the city needed for its part of the deal, and the spray fields were a convenient mechanism for raising the funds. I don't question the good faith belief that the people involved thought at the time that the project was going to be a net benefit for both the city and ARSA, but it difficult now to agree that ARSA is somehow an aggrieved party that the city needs to make whole. Everyone involved in all of these convoluted transactions, and that includes both the city and ARSA, knew that they were taking risks. The risks were taken in the hopes of great rewards that, unfortunately, did not pan out. It is clear that the spray fields notion had been abandoned along the way in exchange for the promise for a new tertiary plant. It is also clear that ARSA was well aware of that and that it did nothing to assert its rights, if any, at the time. I think now is the appropriate time for the ARSA Board to recognize that and move on.

The truth is that Sutter Creek does not have to funds to repay the ARSA portion of the Noble Ranch downpayment. It has never set up a debt service fund in its annual budget to pay back the money, it did

not include the amount in its rate study back when sewer rates were raised by 35% several years ago, and there is no indication that the Council intends to do so in the next round of rate increases that are coming. There is now a serious legal question if the underlying agreement is even enforceable after so many years have passed.

**EPILOGUE**

The Noble Ranch property owned by Gold Rush Golf Development was foreclosed on by Farallon Capital Management a number of years ago. It was then sold to new owners including Tim Bilxseth. I spoke recently with Blixseth and Troy Claveran, who has been hired by the new owners to pursue development on the property. They intend to come to the city with an application to revise the specific plan and develop the full property with a golf course, hotel and single-family homes. When I asked Troy about the spray easement issue, and queried him about the ARSA/City agreement and as to whether the Gold Rush partners ever granted an easement on the property, he replied “You know more about it than I do.”

# City of Sutter Creek

**MEMO**

**TO:** Sutter Creek Sewer Committee

**CC:** City Council, City Attorney, ARSA Board of Directors

**FROM:** Sean Rabé, City Manager

**DATE:** June 14, 2011

**SUBJECT:** City and ARSA contractual obligations

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At the last sewer committee meeting, I volunteered to create a synopsis of all the various agreements that govern the City of Sutter Creek's wastewater system and the Amador Regional Sanitation Authority (ARSA) system. This memo is organized by entity (City and ARSA), with the agreements listed under each entity, and key provisions of each agreement listed in bullet format. Because many of the agreements affect both entities, they may be listed under each heading.

## City of Sutter Creek

City/ARSA Management agreement (2001):

- Discusses the management authority of the City to the ARSA system
- Year-to-year renewal, with a 90 day notification of cancellation by either side
- ARSA makes budgetary and policy decisions; City executes
- City expends necessary funds; ARSA reimburses
- City indemnifies, holds harmless, etc. ARSA for negligent conduct of operations; ARSA indemnifies, holds harmless, etc. City for costs associated with condition of system at time of agreement and costs associated with ARSA failure to budget appropriate finds for repairs, improvements and replacements.

City/County/AWA agreements for wastewater disposal for former CSA#4 and Martell-area (Assignment and Assumption of Contract, 2003; Contract for Sewer Treatment Plant Capacity, October 2000; Sewage Agreements [May 22, 1979; first amendment Dec. 7, 1992; second amendment Feb. 29, 2000])

- Original contract (1979) was between County and City for the airport area:
  - Allows for connection to City sewer system
  - Provided for 1,680 gallons per day at a cost of $2,437.50; plus proportionate operations costs
  - Provided for grease traps, etc.
  - Provides that County must contribute its proportionate share to replacement of plant; proportionate share of improvements to plant if County benefits
  - 24-year term (to 2003).
- First Amendment (1992):
  - Increases capacity to 3128 gallons per day, with potential for 4,500
  - Provides for WCRF fee of $14,810 total.

18 Main Street ❖ Sutter Creek, CA 95685 ❖ Telephone (209) 267-5647 ❖ Fax (209) 267-0639

- Second amendment (February 2000):
  - Increases capacity to 5,500 gallons per day for airport area
  - Modifies how sewage flows are computed
  - Increases WCRF fee total to $30,788.
  - Agreement runs through 2025.
- Contract with the County for sewer capacity (November 1982):
  - Sold the County 50,000 gpd in exchange for upgrading the City's WWTP, with an additional 25,000 gpd to be reserved for future use
  - Requires County to proportionately participate in plant improvements as required by law
  - Sets out use charges for operations and maintenance
- Amendment to November 1982 contract (April 1991):
  - Allows the County to buy its reserved 25,000 gpd, bringing its total to 75,000 gpd for the Martell system.
- Amendment to November 1982 contract (February 2000):
  - Same basic parameters as the April 1991 contract, except the amount of the connection fees are different. I believe this is because the City changed its connection fees before the County paid for its increased capacity.
- Contract for sewage treatment plant capacity (October 2000)
  - Contract between City and County for capacity at plant for Martell area
  - Amends and replaces the Feb. 2000 contract
  - Notes that the County had purchased a total of 75,000 gallons per day capacity at plant (50,000 gpd in 1982; 25,000 gpd in Feb. 2000). References that the County also has the right to purchase an additional 25,000 gallons per day capacity and provides that County will pay $322,700 for the additional capacity. County purchased 5,000 gpd for $64,500 with the agreement that the County has the right to finish the purchase of the remaining 20,000 gpd for $258,160 with no escalation provision. I assume the County completed the purchase of this capacity, which brings its total capacity to 100,000 gpd.
  - Contract provides the right to purchase up to an additional 200,000 gallons per day in blocks of no less than 5,000 gallons per day, for a new total of 300,000 gallons per day. City and County are to agree on what improvements are needed to plant to accommodate future purchases.
  - City and County agree that the County's ultimate capacity is 499,000 gallons per day
  - County is to pay its proportionate costs for any improvements to the WWTP and collections system needed to accommodate the additional capacity. County will loan the City the difference if needed.
  - County agrees to pay its proportionate share of improvements needed to WWTP in order to meet discharge requirements or other requirements imposed by law.
  - The agreement sets for the method of payment for sewer treatment
  - County will contribute the same proportion to the WCRF for the first 20 years of the agreement; that amount is reduced through the next 10 years.
- Assignment and Assumption of Contract (September 2003):
  - Provides for the assignment and assumption of the County's obligations with CSA#4 to the Amador Water Agency (AWA).

- Assignment, Assumption and Amendment of Contracts (October 2003):
  - Specific to CSA#4 and the obligations of the 2000 contract between the City and the County being assigned to AWA
  - No term – contract is in effect until the AWA relinquishes its rights under the contract or terminated by mutual consent after meet and confer. Termination requires AWA to be current on payments to City
  - AWA will contribute to WCRF fund in same manner as the City

City/AWA additional WWTP capacity agreement (2006):

- Grants a will-serve commitment to AWA for 13,500 gpd of dry weather flow (71.05 EDUs) at the WWTP for $319,736.84. Takes AWA capacity to 113,500 gpd.

City/AWA additional WWTP capacity agreement (2011):

- Grants the AWA additional capacity of 2,000 gpd (10.2 EDUs) for $54,060. Takes AWA capacity to 115,500 gpd.

City/AWA agreement regarding sewer service to properties in the SW Ridge Road Area (January 2008):

- Allows City users in the Southwest Ridge Road area to use portions of the AWA collection system to connect to the City sewer system
- Sets connection fees and other billing methods

City/Amador City wastewater treatment Joint Powers Agreement (original 1974; amended 1977; revised 1995):

- Original agreement (1974):
  - Provides that the City will accept and treat raw sewage at a flow rate no greater than what's allowed under Table H-IV of the Amador County Wastewater Management Plan (dated Feb. 28, 1974) (equal to 39,000 gpd).
  - Sets out payment structure for connection to plant
  - Sets out proportionality requirements for expenditures for increasing capacity or for improvements required by law
- Amendment (1977):
  - Amends paragraph 1 to outline the flow rate (equals 39,000 gpd)
  - Provides for backflow devices and improvements to collection system
- Revised JPA (1995):
  - Provides for the treatment of up to 39,000 gpd of sewage at WWTP; to be sent to City between 11 pm and 6 am only
  - Provides that Amador City will install and maintain gas traps and backflow devices on all homes along Oro Madre Way (in Sutter Creek)
  - Provides for quarterly billings to Amador City for operation and maintenance of plant
  - Provides that Amador City will provide WCIF funds in proportionality to its capacity at plant
  - Agreement expires in 2013

## ARSA

*Because the original ARSA operations and ground leases have expired, they are not included in this synopsis.*

City/ARSA Management agreement (2001):

- See discussion under City.

ARSA operations agreement (Sept. 2007)

- 30 year term (expires 2037)
- ARSA is allowed a total of 650 acre-feet (af) per year discharge into Preston Reservoir. Of that 650 af, the California Department of Corrections and Rehabilitation (CDCR) is allowed 350 af. Thus, the City's treatment plant is allowed to discharge 300 af into Preston Reservoir yearly.
- Discharges from Preston Reservoir to the Ione tertiary plant are limited to the following: 10 af per month from October 1 to March 31; 95 af per month from April 1 to September 31. The agreement allows for a waiver of these limitations if all parties agree.
- The water delivered from Preston Reservoir to the Ione tertiary plant is to be used for the irrigation of Castle Oaks Golf Course. Castle Oaks is to use this water before any other water until December 31, 2013.
- ARSA agrees to eliminate all flows to the Ione secondary treatment ponds within four years of the date of the agreement (meaning Sept. 2011). The agreement notes that ARSA holds a 1300 af treated wastewater disposal easement on the Noble Ranch property, and that portions of the project have been constructed (e.g. conduit construction under the Highway 49 Bypass). The agreement further notes that the remainder of the improvements will be constructed prior to the four-year deadline.
- The agreement provides that ARSA will eliminate all flows to the lower Henderson/Preston (basically anything below and including Preston Forebay) within five years of receiving a written request from Ione, CDCR or Mule Creek State Prison.
    - The five-year clause can only be given AFTER Ione and CDCR have resolved how to provide adequate reclaimed water for both Castle Oaks and Preston Youth Correctional Facility. Such resolution may include completing any necessary environmental review pursuant to CEQA for the new source of water; a contract between the new provider of water, MCSP, Ione, the golf course operator, and any necessary permits.
- The agreement allows ARSA to cancel all discharges to the lower system five years after it gives notice to Ione and CDCR.
    - ARSA agrees to work with all parties to attempt to coincide its withdrawal with the other parties' ability to find an alternate water source
- Beginning Jan.1, 2015, each party whose wastewater is treated at Ione Tertiary Plant agrees to pay a proportionate share of the tertiary plant operation and maintenance costs based on the amount of flows each party sends to the plant.
- The agreement allows for implementation memoranda to implement the provisions of the agreement, as opposed to amendments of the agreement. Implementation agreements may be executed by authorized representatives
- Parties agree to explore and work towards a JPA to develop a sub-regional wastewater master plan for the Ione Valley, which may include various options (as outlined in the agreement)

First implementation memorandum to the operations agreement (December 2011):

- Extends the deadline for ARSA to remove its flows to the Ione secondary ponds from September 2011 to December 31, 2012.

ARSA ground lease agreement (January 2009)

- Spells out the terms of the lease for the ARSA system property owned by the State (including the Henderson and Preston reservoirs; Preston Forebay)
- Term is for 29 years (expires on Sept. 18, 2037)
- Requires ARSA to divert a minimum of 250 af and a maximum of 1,100 af of water from the Sutter Creek diversion point in order to maintain the state's water rights
- Notes that ARSA agrees to lease the system "as-is" and specifically notes the State does not warrant or guarantee the condition of the system
- Allows ARSA to improve the system at ARSA's sole cost and expense; requires that ARSA assume the costs of any necessary improvements to the system.
- ARSA agrees that in no event shall the State be required to perform any maintenance on or make any repairs to the system of any nature whatsoever
- ARSA agrees to submit plans, etc. to State prior to making any needed improvements. ARSA must receive State's approval for improvements prior to commencing with improvements.
- State is held harmless from any and all liability and/or claims for damages by reason of any injury to any person or property
- ARSA agrees to defend, indemnify and hold harmless state
- Notes that the parties of the lease recognize that the system is part of a wastewater system, regulated under the California Water Code, and that termination of the lease is not practicable nor feasible as it would render an essential utility service inoperable, with no alternate means readily available to the State and ARSA to dispose of their effluent that is not in violation of their other permit obligations
- Any reference to termination for breach of contract is specifically deleted, and injunctive relief is instead appropriate.
- The terms of the lease "apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties of this lease hereto."
- ARSA is responsible for any weed abatement that is necessary
- ARSA is responsible for maintaining all underground utilities to include all pipelines connecting the reservoirs

## Noble Ranch Agreements:

*These agreements affect both ARSA and the City. Former City Attorney Dennis Crabb provided a comprehensive analysis of the various agreements that is attached at the end of this staff report.*

- One issue Mr. Crabb brought up in his analysis is that the City must obtain a contract extension from ARSA for the construction of the pipeline from the City's WWTP to the former Noble Ranch. This extension has been granted in the past. The latest extension expires on August 11, 2011.

## Gold Rush Ranch Conditions of Approval and Development Agreement:

- Condition of Approval #1.14: The GRR-Project Developer(s) shall plan, design, and construct, at its sole cost and expense, to the satisfaction of the City Council, a tertiary wastewater treatment plant together with related wastewater treatment systems as included but not limited to storage, transmission, and disposal facilities as specified in the Sutter Creek Sewage Master Plan, the Amador Regional Sanitation Authority Master Plan, and the Final Technical Memorandum for Tertiary Treatment Implementation when approved by the City Council.
    - a. The plant must be completely constructed and fully operational before the issuance of any residential building permits for the GRR-Project.
    - b. The tertiary plant shall be constructed in accordance with plans approved by the City Council. The City shall retain, at the GRR-Project Developer(s) expense, professionally qualified personnel to oversee and inspect plant construction as it proceeds.
    - c. The new plant shall fully comply with all applicable local, state, and federal laws regarding wastewater treatment and disposal necessary to provide the maximum opportunities for effluent disposal, including direct discharge into local waterways.
    - d. The new plant may be constructed on property owned by the City. The course of construction of the new plant shall not disrupt or interfere with the ongoing operations of the current wastewater treatment plant operated by the City.
    - e. The new plant shall be of sufficient size and capacity to treat to tertiary standards the current and anticipated treatment needs of the existing plant, as well as all capacity required for the GRR-Project.
    - f. The new plant capacity necessary to accommodate the GRR-Project may be built in phases in a manner consistent with the Project schedule set forth in the GRR-SP.
    - g. The Developer will be required to provide permanent alternative sites, and/or methods of disposal, or infrastructure improvements to accommodate the full 1,300-acre-feet of effluent as entitled by the existing ARSA-GRR spray easement agreement, to the satisfaction of the ARSA board. The purchase and development of these sites or methods must be secured and funded by the Developer, at their sole expense, prior to the issuance of any GRR-Project building or grading permits.
- COA #1.23: The GRR-SP shall accept and utilize reclaimed wastewater from the City of Sutter Creek for irrigation of the golf course, parklands, medians, and landscaped public areas when such reclaimed wastewater is available from the City.
- COA #1.24: Irrigation of parklands, the golf course, and landscaped public areas within the GRR-Project shall be with reclaimed wastewater when available from the City of Sutter Creek, and/or with raw water until reclaimed wastewater is available from the City.
- COA #3.10: Provide documentation that demonstrates, for each increment of new development within the GRR-Project, that the City's wastewater system has sufficient capacity to accommodate the increment of new development.
- Development Agreement section 1.8:
    - Developer shall execute and fully fund to the satisfaction of the City Council a design and construction contract approved by the City Council to build the tertiary wastewater treatment plant required under Section 2.15 of this Agreement within twenty-four (24) months of approval of the Specific Plan. If such construction contract has not been executed and funded

within twenty-four (24) months of approval of the Specific Plan, all vested rights under this Agreement shall be lost and of no further force or effect for any purpose unless Bonds satisfactory to the City Council, equal to one hundred twenty five (125%) percent of the projected construction costs of the new plant as determined by the City Engineer are posted by the Developer.

- The new plant must be completely constructed, permitted, and fully operational within forty-eight (48) months of the approval of the Specific Plan or prior to the issuance of any residential building permits for the project, whichever comes sooner.
- If Developer does not complete the construction of the tertiary plant within forty-eight (48) months of the approval of the Specific Plan, the City Council has the absolute and unconditional right to call the bonds and proceed with construction. Upon call of the bonds all of Developer's vested rights under this agreement will be lost and forfeited.

- DA section 2.15:
  - City Council continue to refine the current Sewer and ARSA Master plans in order to assure the final programs provide the most cost effective and efficient solution available to the City Council, the GRR-Project, and other regional users … The City Council will not penalize the GRR-Project for delays caused by this continued review. The current twenty-four-month window for development of final construction documents required under Section 1.8 of the Development Agreement shall include a twelve-month period for the City Council to complete the update of the Sewer and ARSA plans.
  - The GRR-Project Developer shall plan, design, and construct, at its sole cost and expense, to the satisfaction of the City Council, a tertiary wastewater treatment plant together with related wastewater treatment systems as included but not limited to storage, transmission, and disposal facilities as specified in the Sutter Creek Wastewater Master Plan … and Amador Regional Sanitation Authority Master Plan … and the Draft Technical Memorandum, titled "Gold Rush Development Requirements" when approved by the City Council.
    - The plant must be completely constructed and fully operational forty-eight months from approval of the Specific Plan or before the issuance of any residential building permits for the GRR-Project, whichever comes sooner.
    - The tertiary treatment plant shall be constructed in accordance with plans approved by the City Council. The City Council shall retain, at the GRR-Project Developer(s) expense, professionally qualified personnel to oversee and inspect plant construction as it proceeds.
    - The new plant shall fully comply with all applicable local, state, and federal laws regarding wastewater treatment and disposal necessary to provide the maximum opportunities for effluent disposal, including direct discharge into local waterways.
    - The new plant may be constructed on property owned by the City. The course of construction of the new plant shall not disrupt or interfere with the ongoing operations of the current wastewater treatment plant operated by the City.
    - The new plant shall have a minimum treatment capacity of 480,000 gallons per day plus all treatment capacity required for the GRR-Project, which shall be reserved by the City Council for GRR-Project use for the duration of this agreement, subject to payment by Developer of the sewer hookup fees required of any similar user, at the time of building permit issuance.

- The Developer will receive no credit or payment for the initial 480,000 gallons of capacity or the capacity needed to support the GRR-Project. Any treatment capacity over and above this amount may be subject to credits or reimbursements if agreed to by the City Council and the Developer.
- The new plant capacity necessary to accommodate the GRR-Project may be built in phases in a manner consistent with the Project schedule set forth in the GRRSP.
- The new plant must have a useable life span of at least thirty years and be readily expandable to meet the long-term capacity requirements of the Sutter Creek Sewer Master Plan.
- Construction of this plant is required to meet the demands of the GRR-Project golf course for tertiary treated irrigation water.
- The construction of the new plant is required to meet the projected timing of the golf course.
- The Developer will be required to provide permanent alternative sites, and/or methods of disposal, or infrastructure improvements necessary to accommodate the full one thousand and three hundred-acre feet of effluent as entitled by the existing ARSA/GRR spray easement agreement, to the satisfaction of the ARSA board. The purchase and development of these sites or methods must be secured and funded by the Developer, at their sole expense, prior to the issuance of any GRR-Project building or grading permits.
- The City Council recognizes that a more cost-effective means of achieving an equivalent level of wastewater treatment similar to that of the amended Sewer Master Plan may exist. To that end, if the City Council devises a more cost-effective but equivalent engineering solution that meets the needs of the City Council, including participating in a Regional Wastewater Treatment Facility, the City Council shall update its Sewer Master Plan to incorporate the alternative approach.

LOS ANGELES & SAN FRANCISCO

Daily Journal

www.dailyjournal.com

MONDAY, JULY 31, 2023

PERSPECTIVE

MUNICIPAL AFFAIRS

# New "pay to play" statute is a groundbreaking change in local ethics law

By Derek P. Cole

A new statute has fundamentally altered the relationship between local elected officials and regulated parties. SB 1439, California's new "pay to play" statute, took effect on Jan. 1. It enacts a sweeping change in local ethics law.

SB 1439 breathes substantial new life into a 30-year old law known as the Levine Act. Local elected officials, such as city council members and county supervisors, may no longer participate in certain matters in which parties have given them more than $250 in campaign contributions. (Gov. Code, § 84308(c).) And when these parties apply for common approvals, officials may not accept more than $250 in contributions from them while the applications are pending and for an additional 12 months. (*Id.*, § 84308(b).)

It is a fact of life that elected officials accept campaign contributions from regulated parties. Developers, franchisees, and those who regularly contract with local agencies are frequent campaign contributors. These parties now face the prospect of disqualifying their favored candidates by making relatively small campaign contributions.

The key features of SB 1439, as clarified by recent Fair Political Practices Commission (FPPC) regulations, are:

*Non-retroactivity.* The Governor signed SB 1439 a little more than a month before the November 2022 General Election. By that point, many successful candidates had surely taken in more than $250 from covered campaign contributors. Fortunately for these candidates and contributors, the FPPC has interpreted that SB 1439 applies only to contributions and proceedings on and after Jan. 1, 2023. (2 Cal. Code. Regs., § 18438(a).)

*Covered matters.* Matters for which disqualifications are required include applications for land use permits and entitlements, professional licenses, municipal franchises, and non-competitively bid contracts. (Gov. Code, § 84308(a)(5); 2 Cal. Code Regs., § 18348.2(a)(3)(A)-(D).) Interestingly – and some might say not surprisingly – labor contracts are not covered.

*Agents.* Importantly, when applying the $250 threshold, contributions from parties *and* their agents are included. (Gov. Code, § 84308(b)-(c).) Persons are agents when they represent parties before agencies for compensation. (2 Cal. Code Regs., § 18438.3(a).) Attorneys should note that when they represent parties and are employees of law firms, they *and* their firms are considered agents. (*Id.*, § 18438.3(b).)

*Participants.* Disqualification is required not only when applicants have made more than $250 in contributions to local officials but also when "participants" in these matters have done the same. Participants include those who "actively support[] or oppose[]" and have financial interests of their own in the matters at issue. (Gov. Code, § 84308(a)(2).) Participants express those positions by lobbying in person, testifying, or submitting written positions to agencies. (*IbId.*; 2 Cal. Code Regs., § 18438.4.)

*Time periods covered.* SB 1439 covers two time periods. First, before covered parties submit applications, local officers are later disqualified from participating in matters involving the parties if, within the preceding 12 months, the parties contributed more than $250 to their campaigns. (Gov. Code, § 84308(c).) Second, once applications affecting parties are "pending," officers may not "accept, solicit, or direct" campaign contributions over $250 from the parties. (*Id.*, § 84308(b).) The FPPC has recently enacted a regulation providing that applications are "pending" if the applications are before local officials or it is reasonably foreseeable they will come before them. For elected officials, matters are before them when they are placed on meeting agendas. (2 Cal. Code Regs., § 18438.2(b)(1)(A).)

*States of mind.* When applications are pending, local officials are precluded from accepting, soliciting, or directing campaign contributions over $250 from the applicants. During this time, they are also precluded from accepting, soliciting, or directing contributions from participants when they "know or have reason to know" of the participants' financial interests. (Gov. Code, § 84308(b).) Officials possess this awareness when they have actual knowledge of the participants' interests or the participants express "facts in written or oral statements" that make their interests apparent. (2 Cal. Code Regs., § 18438.7(a).)

**Derek P. Cole** *is a partner and co-founder of Cole Huber LLP. His practice focuses on municipal law and litigation.*

If contributions were made before applications are filed, officers may not participate in a matter when they "willingly or knowingly" received contributions over $250 within the past 12 months from parties or participants whom they know or have reason to know have financial interests in the covered matters. (Gov. Code, § 84308(c).) A forthcoming FPPC regulation will provide that such awareness is not demonstrated solely by the participant's disclosure of their contributions as required by law.

*Returns of contributions*. A forthcoming regulation will also allow officials to return contributions in certain circumstances, allowing them to participate in otherwise covered matters. Returns are allowed when contributions from parties were received before the officers knew or had reason to know of proceedings involving the parties. Returns involving participants may be made if the contributions were made before the officers knew or had reason to know of the participants' financial interests in the proceedings. (2 Cal. Code Regs., § 18438.7(c).) The forthcoming regulations will also allow for officers to participate in matters before the returns are made in certain circumstances. (*Id.*, § 18438.7(d).)

*Disclosures*. Officers who are disqualified under SB 1439 must disclose their disqualifying interests on the record, either orally or in writing. (2 Cal. Code Regs., § 18438.8(a).) Parties and their agents must also disclose the contributions they have made to officers under specified circumstances. (*Id.*, § 18438.8(b).)

SB 1439 is a fundamental change in local ethics law. It is not surprising that business interests have challenged SB 1439 on constitutional grounds. Their challenge was recently dismissed but they are sure to appeal. (*Fam. Bus. Assn. of Cal. v. FPPC*, Sacramento Sup. Ct. No. 34-2023-00335169-CU-MC-GDS, May 25, 2023.)

In precluding the participation of officials who receive more than $250 in campaign contributions from parties or participants, SB 1439 sets an incredibly low bar for disqualification. Proponents view this as a much-needed reform. Opponents view the law as an abridgement of their rights. One thing both sides can agree upon is that the new law is groundbreaking.

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## Karen Darrow

**From:** Sandra Spelliscy
**Sent:** Tuesday, October 31, 2023 11:34 AM
**To:** parellano@sunrisemgmt.com
**Cc:** Karen Darrow; Jim O'Connell; 'Matt Ospital'
**Subject:** RE: Request To Be Added To City Council Agenda

Ms. Arellano: Thank you for your communication with the city. I have copied our city clerk, the police chief and the city engineer on this response. As these are matters that fall under city operations I will be responding, although you are always free to address the Council during the public forum portion of its meetings.

1. I will ask the police chief and the city engineer via this email to provide me with some recommendations regarding your concerns, such as a crosswalk with rapid flashing beacons. Depending on their recommendations, this may require an expenditure that would need to be included in the city budget for the following fiscal year. The "your speed" signs are quite expensive and are generally just temporary, so would not be a good solution in this situation.
2. Any signs regarding parking restrictions on private property would be the responsibility of the property owner and not the city.

Please let me know if you have any additional questions.

Sandra Spelliscy
Interim City Manager
City of Sutter Creek
sspelliscy@cityofsuttercreek.org
209.267.5647 x284

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**From:** Karen Darrow <kdarrow@cityofsuttercreek.org>
**Sent:** Tuesday, October 31, 2023 11:15 AM
**To:** Sandra Spelliscy <sspelliscy@cityofsuttercreek.org>
**Subject:** FW: Request To Be Added To City Council Agenda

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**From:** Pamela Arellano <parellano@sunrisemgmt.com>
**Sent:** Tuesday, October 31, 2023 11:06 AM
**To:** Karen Darrow <kdarrow@cityofsuttercreek.org>
**Subject:** Request To Be Added To City Council Agenda

Hi Karen,

I have 2 matters that I am requesting to be heard.

1. Safety concerns for pedestrians walking on Valley View Way to Bowers. There are **no crosswalks** to get to the Transit Center, where my tenants walk their dogs. The **25MPH sign** that was posted near HWY 49 on Valley View Way has been missing for the last year, and the other **25MPH sign near Bowers** is so old and faded that it is barely visible. Vehicles using Valley View Way as a shortcut to Ridge Road, are constantly **speeding up to 60MPH**, and coming around the turns inches from the sidewalk when there are people including me walking. I

am requesting the new solar-powered,  ashing red & blue lit “YOUR SPEED” sign vs 25MPH be placed in the middle of Valley View Way on both sides of the Road. As well as a cross walk.

2. I am requesting city signs saying that cars will be towed at the owners cost, that don’t belong on our property I have 2 driveways, so one at each would be great!

Thank you!

Pamela Arellano| Resident Manager
Sutter Hill Apartments
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SunriseMgmt.com | communitywebsite.com | Facebook