

**CITY COUNCIL A G E N D A
TUESDAY, SEPTEMBER 5, 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>

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.**

6:30.P.M. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL—POTENTIAL LITIGATION

**Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:
(Two potential cases)**

A. CONFERENCE WITH LEGAL COUNSEL -PENDING LITIGATION

Pursuant to Gov. Code sections 54956.9(d)(1)

Van Der Veen v. City of Sutter Creek

Amador Sup. Ct. Case No. 23-CV-13156

1. CALL TO ORDER AND ESTABLISH A QUORUM FOR REGULAR MEETING

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. REPORT OUT OF CLOSED SESSION

4. 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.

5. APPROVAL OF MINUTES

A. City Council Minutes of August 21, 2023.

Recommendation: By motion approve minutes as presented.

6. CONSENT AGENDA – None

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 the Council or the Public.

7. PRESENTATIONS

A. Introduction of Officer Daniel Rego

B. Commendations - Officer McKeon and Officer Baldwin

C. County Assessor - Jim Rooney

8. ADMINISTRATIVE AGENDA

A. Greenstone Terrace no parking zone- *for discussion and staff direction.*

B. Sutter Creek-ACRA pool contract- *for discussion and staff direction.*

C. Adopt Resolution 23-24-* Authorizing the Execution of an Easement Across the City-Owned Property Located at 80 Eureka Street (APN 018-180-031-000) for Ingress and Egress in Favor of the Owners of the Property Located at 101 Eureka Street (APN 018-190-002-000).

9. 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.

10. 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.

11. 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

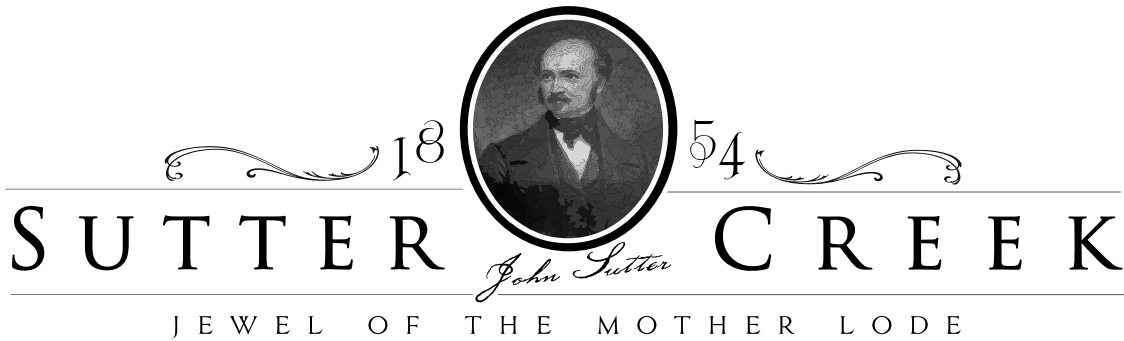
12. FUTURE AGENDA ITEMS

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.

13. INFORMATION/CORRESPONDENCE-None.

14. ADJOURNMENT

The next regularly scheduled meeting is MONDAY, SEPTEMBER 18TH 7:00 P.M



**CITY COUNCIL MINUTES
MONDAY, AUGUST 21, 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>

- 6:30 P.M. 1. CLOSED SESSION**

A. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:
(One potential case)
- 7:06 P.M. 2. CALL TO ORDER AND ESTABLISH A QUORUM FOR REGULAR MEETING**

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

Staff Present:
Sandra Spelliscy, Interim City Manager
Karen Darrow, City Clerk
Mason Peters, Finance Supervisor
- 3. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 4. REPORT FROM CLOSED SESSION**

Mayor Gunselman reported that there was no reportable action.
- 5. PUBLIC FORUM**

Lottie Tone of Sutter Creek asked about the status of the federal funds for the dam. Interim City Manager Spelliscy noted that she would address that in her report.

Kathleen Friedman of 310 Gopher Flat Rd noted that the water draining from Northview Court into her property is affecting her house. She mentioned that she has asked for help regarding this issue in the past and it has not been addressed.

6. APPROVAL OF MINUTES

A. City Council Minutes of August 4, 7, & 14 2023.

Recommendation: By motion approve minutes as presented.

M/S Council member Sierk/Swift to approve the City Council Minutes of August 4, 7, & 14 2023, as presented.

AYES: Feist, Riordan, Sierk, Swift and Gunselman

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIED

7. CONSENT AGENDA- None.

8. ORDINANCES & PUBLIC HEARING- None.

9. ADMINISTRATIVE AGENDA

A. Approval of Bid Package for Sutter Oaks Sewer Collection System Work

City Sanitation Engineer Grant Reynolds presented, noting that the work is expected to start mid-October.

B. Q4 Financial Report FY 2022-23

Finance Supervisor Mason Peters presented the update.

C. Appoint Voting Delegate and Alternate for Cal Cities Annual Conference

M/S Council member Gunselman/Riordan to appoint Council member Sierk as the voting delegate and Interim City Manager Spelliscy as the alternate.

AYES: Feist, Riordan, Sierk, Swift and Gunselman

NOES: None

ABSTAIN: None

ABSENT: None

MOTION CARRIED

10. MAYOR AND COUNCIL MEMBER REPORTS

Council member Sierk reported that the Bike/Ped community workshop meeting will be held in the Community Building in Sutter Creek on Aug 23rd.

Mayor Gunselman noted that another self-help tax meeting was cancelled and that there will be an ARSA update at the next meeting.

11. CITY MANAGER'S REPORT

Interim City Manager Spelliscy note that she contacted Robert Withrow, Fire Chief at Amador Fire Protection, to get help with the creek cleaning but has not heard back and Fire Chief Moreno provided another contact that she will reach out to.

In response to the crosswalk painting requests, Frank Whitmore with Weber Ghio did an assessment of the areas that need attention with the schools as a priority and will be getting bids for the painting to be done.

Animal Control is very concerned about the cost they are incurring by providing services to the Cities. They are supposed to be responsible for the County and unincorporated areas and the cities should be responsible for their areas. They are proposing that the City contracts with them to provide services. The estimate is approximately \$85,000.00 for Sutter Creek's per capita share. Interim City Manager has been meeting with the County representatives to discuss.

The City Manager recruitment advertising has started again with a tentative final interview date of October 16th.

Council member Swift is unavailable, and the date will need to be rescheduled.

Interim City Manager Spelliscy noted that a FEMA claim has been submitted for the flushing dam with no estimate on response time. The Campbell Construction bid is for work to be done in October. The city would be taking a risk on getting reimbursed.

Council member Riordan asked for the status of the junkyard near the end of town. Interim City Manager Spelliscy noted that the Police Chief is working on it.

Council member Riordan asked about the fire insurance issue that was brought up by Al Bierce at the last meeting. Interim City Manager Spelliscy reported that she spoke with Fire Chief Moreno and that the SCFD is working on non-compliant properties. She also noted that per Fire Chief Moreno insurance cancellations are not a response to individual property issues, but are occurring throughout the state.

Council member Riordan asked about the parking recommendations for Greenstone Terrace. Interim City Manager Spelliscy noted that City Engineer Matt Ospital has been on vacation and will be back to work on it.

Council member Riordan suggested that since the Council opted not to go forward with the parking study recommendation at the last meeting that making directional parking signs to point people toward the existing parking lots and adding trees might be an option.

12. CITY ATTORNEY'S REPORT- None.

13. FUTURE AGENDA ITEMS

Council member Sierk requested that a letter be sent to ACRA from Sutter Creek requesting consideration for better proportional shared expenses.

Council member Feist noted that Aimee Pederson from Antique Gardener would like to do the social media for the city and asked to schedule a marketing meeting.

Council member Riordan requested that that City engineer Matt Ospital be added to the agenda to discuss the Greenstone Terrace parking options.

14. INFORMATION/CORRESPONDENCE

- A. Monthly Police Report
- B. Monthly Public Works Report

- C. Monthly Building Report
- D. Treasurer's Report
- E. Monthly Administrative Services Report
- F. Monthly Finance Department Report
- G. Warrants- Aug 7, 9, & 21 2023
- H. Monthly Engineer's Report
- I. Monthly Planning Report
- J. Public Communications

So noted.

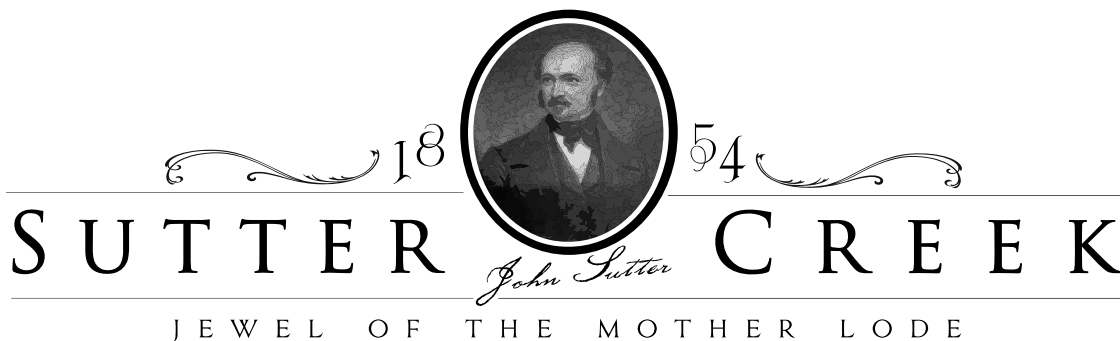
15. ADJOURNMENT

The meeting was adjourned at 8:21 p.m.

Claire Gunselman, Mayor

Karen Darrow, City Clerk

Date Approved:



STAFF REPORT

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

MEETING DATE: SEPTEMBER 5, 2023

FROM: SANDRA SPELLISCY, INTERIM CITY MANAGER

SUBJECT: GREENSTONE TERRACE – NO PARKING ZONE

RECOMMENDATION:

Direct staff to take steps to install no parking signs along the section of Greenstone Terrace from Church Street to Frakes Street, and to update the city's parking map.

BACKGROUND:

*Update since July 17 meeting. Staff has spoken with the City Engineer. He was unable to attend tonight's meeting because of a personal conflict. He agrees with staff recommendation to install no parking signs on lower Greenstone Terrace for public safety reasons. He also agrees with staff recommendation to not pursue adding additional parking on Greenstone Terrace as the estimated cost of \$45,000 (2022 dollars) cannot be justified for only five spaces that would be used intermittently. He does not recommend taking any additional action at this time.

At the April 4, 2022 Council meeting staff presented the Council with a no parking plan for Greenstone Terrace to address some of the parking issues in that area.

As a result of that discussion the Council directed staff to move forward to stripe and sign for no parking that portion of the Greenstone Terrace right of way that has been accepted into the City system with prior notice to the neighboring properties owners. The Council directed staff not to pursue additional parallel parking spaces along Greenstone terrace near the Church Street intersection.

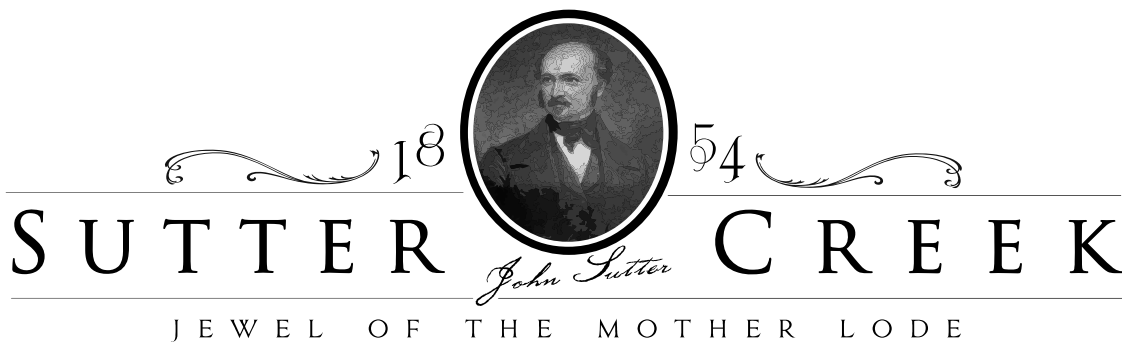
A Public Hearing was noticed for the May 2, 2022 meeting, and after hearing public testimony, the Council directed staff to review the no parking plan with a committee that included the Greenstone Terrace citizens and bring back a revised recommendation.

The Community meeting was held on June 6, 2022, the comments from the community meeting are attached. This item was never followed up on and staff is now requesting direction from Council. It is staff's view that the major parking issue is on the lower portion of street nearest Provis Park, and only during times when the Park is used for sporting events, or when there are

large events in town. Staff does not believe it is necessary to address parking issues in the residential area on Greenstone Terrace above Frakes Street.

BUDGET IMPACT:

Minor for purchase and installation of no parking signs.



STAFF REPORT

TO: MAYOR AND MEMBERS OF THE CITY COUNCIL
MEETING DATE: SEPTEMBER 5, 2023
FROM: SANDRA SPELLISCY, INTERIM CITY MANAGER
SUBJECT: SUTTER CREEK POOL CONTRACT WITH ACRA

RECOMMENDATION: Discussion and possible direction from staff.

BACKGROUND:

The city contracts annually with the Amador County Recreation Association to provide employees and supervision to operate the city pool during the summer months. Employee costs include lifeguards and, if possible, swim instructors. The city also pays additional amounts for Public Works employees to stock bathrooms and maintain pool equipment, as well as purchasing pool supplies and maintaining the facilities. The city has historically lost money in providing this service and facility to the community, but cost increases have exacerbated those losses in recent years. This year the city had a \$35,000 not-to-exceed contract with ACRA, but pool revenues were only approximately \$3,700 in FY 2022-23. The annual budgets in recent years have not set aside any money for capital improvements to the facility and the pool operating equipment has had numerous mechanical issues this season.

DISCUSSION:

The Council has raised the issue of our association with ACRA. Staff is providing Council with a copy of the current contract for its review.

BUDGET IMPACT:

Unknown at this time.

ATTACHMENTS:

Sutter Creek-ACRA contract.

ATTACHMENT “A”

POOL MANAGEMENT AGREEMENT between the City of Sutter Creek, a California municipal corporation and the Amador County Recreation Agency for the provision of general oversight of the pool, lessons, lifeguards, & scheduling of the pool operations located at the 330 Spanish Street, Sutter Creek.

AGREEMENT TO PROVIDE SERVICES

Agreement made, effective as of May 1, 2023, by and between the City of Sutter Creek, a public entity organized and existing under the laws of State of California, with its principal office located at 18 Main Street in Sutter Creek, 95685, Amador County, California, referred to in this agreement as “city,” and the Amador County Recreation Agency, of 10877 Conductor Blvd. Suite 100 Sutter Creek, Amador County, California, 95685, referred to in this agreement as “agency.”

RECITALS

A. City wishes to contract with agency for the services of agency in providing staff, scheduling, oversight and management for the lifeguards at the swimming pool in Sutter Creek, located at the 330 Spanish Street, Sutter Creek, California.

B. Agency is ready, willing, and able to provide such services as may be required by city.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE.

SERVICES

A. Agency understands and agrees that it shall provide the above-referenced services to city under and pursuant to this agreement on a weekly, as-needed, basis as city, in its sole discretion, shall request from agency.

B. Agency will hire, schedule, and supervise all lifeguards, pool management, and program personnel. The parties recognize that all such staff shall be employees of agency and not of city.

C. Lifeguard classifications applicable to services to be provided under and pursuant to this agreement shall be limited to those classifications set forth by Exhibit A, which Exhibit may be revised from time to time by mutual agreement between the parties and which Exhibit is attached to this agreement and, by this reference, made a part of this agreement.

D. Agency will provide finger printing services, and qualification research and determination on all lifeguard staff.

E. City is and shall remain responsible for the primary maintenance of the pool, which includes pumps and filters, facilities and the application of the proper pool chemicals.

F. Agency employees shall insure that pool deck area is clear of any pool equipment when pool is open for use.

G. Agency employees will be responsible for the required daily chlorine and PH testing.

H. Agency employees will be responsible for daily cleaning and restocking of the bathrooms.

I. City will be responsible for supplying bathroom supplies including paper towels, toilet paper, soap and cleaning agents.

J. Agency employees will be responsible for vacuuming the pool on a weekly time schedule or more often if it is required.

K. Agency employees will be responsible for filling out the Daily Checklist, included in this agreement as **“Exhibit B.”**

SECTION TWO.

COMPENSATION

For services provided under and pursuant to this agreement and the written requests of city, agency shall be compensated as provided below:

A. Subject to the limitation on total compensation set forth in paragraph (C) below, all staff costs including administration and labor expended by lifeguards in providing services under and pursuant to this agreement.

B. Provided agency is in compliance with paragraph (C) below, the agency shall be paid upon invoice for providing the staff, oversight and management of staff, and pool scheduling.

C. The total cost for services under this agreement shall not exceed thirty-five thousand dollars (\$35,000) for the Term of this Agreement. No compensation shall be paid in addition to this amount without the prior written approval of the City Manager, provided the additional compensation requested is within her contracting authority, or the City Council, if the requested increase exceeds the City Manager's contracting authority. At any time during this Agreement, should agency anticipate that \$35,000 will not allow it to provide all city-requested services through the end of the Term of this Agreement, it shall promptly advise the City Manager in writing of that fact and of the anticipated compensation it believes will be necessary to provide services that would be expected to be provided through the end of the Term. At no time shall services be provided under this agreement if the provision of such services would cause the compensation owed to agency to exceed the amount set forth in this agreement or any additional amount authorized by the City Manager or City Council.

D. ACRA will collect all fees, pool passes, swim lessons, and private party rentals.

SECTION THREE.

PAYMENT

A. Payment for services provided city under and pursuant to this agreement shall be due upon invoice, subject to the terms and conditions of Section Two.

SECTION FOUR.

AGENCY-PROVIDED STAFF

Agency-provided staff who perform services for city under and pursuant to this agreement shall be bound by the provisions of this agreement and agency shall, at the request of city, furnish to city satisfactory evidence to that effect.

SECTION FIVE.

AGENCY REPRESENTATION

Agency represents and warrants that agency and its agency-supplied workers have the right to perform the services required under and pursuant to this agreement without violation of obligations to others, and that agency and its agency-supplied workers have the right to disclose to city all information transmitted to city in the performance of services under and pursuant to this agreement, and agency agrees that any information submitted to city, whether patentable or not, may be used fully and freely by city.

SECTION SIX.

DURATION AND TERMINATION

- A. This agreement shall become effective for the summer recreation season of 2023 (June 1, 2023 through September 2, 2023). In addition, this agreement may be terminated pursuant to the following:
1. Immediately upon death or incapacity of any person employed or supplied by agency who, in the sole opinion of city, was essential for the successful performance of agency's obligation under and pursuant to this agreement; or
 2. By either party, with or without cause at any time, upon thirty days' prior written notice.
- B. The obligations of agency under Sections Five and Six above shall survive any expiration or termination of this agreement.

SECTION SEVEN.

INDEPENDENT CONTRACTOR

The status of Agency is that of an independent contractor and not of an agent or employee of city and, as such, agency shall not have the right or power to enter into any contracts, agreements, or any other commitments on behalf of city.

SECTION EIGHT.

INSURANCE AND INDEMNITY

Agency shall maintain in full force and effect, and upon the request of city, shall furnish evidence satisfactory to city that agency maintains the following insurance coverage:

A. Comprehensive general liability insurance in the minimum amount of \$2,000,000 combined single limit that will cover any and all losses to city property, property of third parties, or personal injuries, including death, caused by the acts or omissions of agency.

B. Agency will carry Workers' Compensation and Employer's Liability Insurance in accordance with applicable law.

C. Indemnity. Each party shall indemnify, defend and hold harmless the other party, to the extent allowed by law and in proportion to fault, against any and all third-party liability for claims, demands, costs or judgment (direct, incidental, or consequential) involving bodily injury, personal injury, death, property damage or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from the acts or omissions of its own officers, agents, employees or approval volunteers carried out pursuant to this agreement.

SECTION NINE.

ASSIGNMENT

The rights and obligations of agency under this agreement are personal to agency and may not be assigned or transferred to any other person, firm, corporation, agency, or other entity without the prior, express, and written consent of city.

SECTION TEN.

ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION ELEVEN.

NOTICES

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

SECTION TWELVE.

GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California.

SECTION THIRTEEN

PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

SECTION FOURTEEN.

MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION FIFTEEN.

NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

In witness of the above, each party to this agreement has caused it to be executed on the date indicated below.

Sandra Spelliscy

Sandra Spelliscy, Interim City Manager
City of Sutter Creek

Justin Howard ACRA Director

EXHIBIT A

The scope of work includes a notation of wage increases as of April 1, 2023.

1. The hiring and supervision of lifeguard staff by agency. All lifeguards will hold the following certificates:

Mandatory completion of Title 22 Lifeguard Training, CPR & First Aid Certificates

Water Safety Instructor (WSI) is an optional certificate, and is not required to be held to perform lessons.

Hourly Rates:

Beginning Lesson Teacher: \$15.50 per hour to \$16 per hour depending on experience.

First year Lifeguard with proper certification. (Lifeguard I): \$15.50 per hour

Experienced Lifeguard with proper certification and two to five years' experience (Lifeguard II):
\$16 per hour

Pool Manager/Lead Lifeguard: \$16.00 per hour

Pool Managers are responsible for direct supervision of deck staff, scheduling and facility opening & closing, deposit of gate revenue.

2. ACRA will provide staffing, scheduling and implementation of lessons and special events at the pool in accordance with the requests of city as provided for in Section One of this Agreement.

Exhibit B

Sutter Creek Opening and Closing Checklist

Opening

Put all the canopys and umbrellas
up

Pull out pool sweeper and clean out the filter with hose

Clean all the skimmer buckets

Check the chlorine and PH levels

Get out backboard, guard buoys
cash box, pool binder/bin

Brush sides of pool -once a week

Skim leaves/debris out of the pool

Closing

Pick up any trash around the pool deck

Empty all trash cans

Go into each locker room and clean up the bathrooms

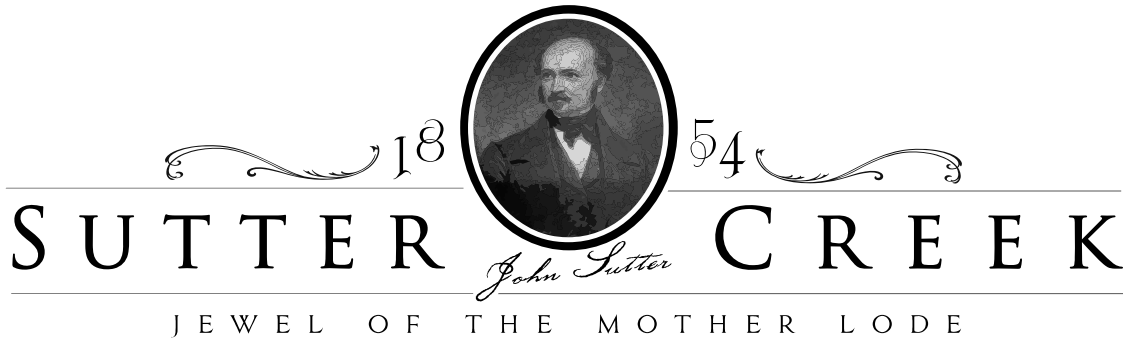
Restock bathrooms with paper towels and toilet paper

Pull down all the canopys

Wash down pool deck

Put away backboard, guard buoys,
cash box, pool binder/bin

[illegible]



STAFF REPORT

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

MEETING DATE: SEPTEMBER 5, 2023

FROM: SANDRA SPELLISCY, INTERIM CITY MANAGER; DEREK COLE, CITY ATTORNEY

SUBJECT: ADOPTION OF RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUTTER CREEK AUTHORIZING THE EXECUTION OF AN EASEMENT ACROSS THE CITY-OWNED PROPERTY LOCATED AT 80 EUREKA STREET (APN 018-180-031-000) FOR INGRESS AND EGRESS IN FAVOR OF THE OWNERS OF THE PROPERTY LOCATED AT 101 EUREKA STREET (APN 018-190-002-000)

Recommendation

Adopt Resolution 23-24-* Authorizing the Execution of an Easement Across the City-Owned Property Located at 80 Eureka Street (APN 018-180-031-000) for Ingress and Egress in Favor of the Owners of the Property Located at 101 Eureka Street (APN 018-190-002-000) and direct staff to finalize maps and legal descriptions prior to recording.

Background and Analysis

Byron Damiani, Jr. and Laura Hardcastle are the owners of 101 Eureka Street. This property, which is adjacent to the city-owned Knight Foundry Property, had at one time been the site of a home and an artist studio. The current owners have previously advised City staff they may use the property for some type of outdoor venue.

There is evidence that a small portion of the Foundry property was historically crossed at some times for access into and out of the 101 Eureka Street property. But when the Property Owners' request for an easement was first brought to my attention, I determined—based on the available records I could review—the Owners' predecessors never established any easement under any implied, prescriptive, or equitable theory the City would be required to recognize. In my review, it appeared that any access was sporadic, limited to times well in the past, and was likely allowed with the permission of the former Knight Foundry owners.

The City, however, may voluntarily grant the owners an express easement to formalize the access point into and out of their property. The owners have taken the laboring oar in preparing an easement and legal description that would grant them an express easement for the access they

request. The City attorney has reviewed their proposed easement and supporting documents and believes they are proper as to legal form.

***Update to background information.** Since this staff report was originally prepared, the Foundry Alliance discovered an earlier easement recorded in 1981 in favor of the city. That easement granted ingress and egress across the then-Foundry-owned portion of Eureka Street. That same easement also appears to have granted ingress and egress across the portion of the property that is the subject of the current easement request. However, the 1981 easement would have been extinguished when the city purchased the property, because a landowner would not hold an easement in favor of itself over land that it owns.

Staff still recommends going forward with this easement approval. The appearance of the earlier easement still does not convey permission for ingress and egress to the current owners of the adjacent property.

Fiscal Impact

There is no general fiscal impact with the granting and long-term usage of the proposed easement. The resolution authorizing the execution of the resolution would, however, require the easement recipients to reimburse the City for all administrative, engineering, legal, and other costs associated with the consideration and review of the proposed easement as a condition for its execution.

RESOLUTION 23-24-*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUTTER CREEK
AUTHORIZING THE EXECUTION OF AN EASEMENT ACROSS THE CITY-OWNED
PROPERTY LOCATED AT 80 EUREKA STREET (APN 018-180-031-000) FOR
INGRESS AND EGRESS IN FAVOR OF THE OWNERS OF THE PROPERTY
LOCATED AT 101 EUREKA STREET (APN 018-190-002-000)**

WHEREAS, the City of Sutter Creek (“City”) is the owner of the property located at 80 Eureka Street (Assessor Parcel No. 018-180-031-000), which is the site of the Historic Knight Foundry (“City Property”); and

WHEREAS, Byron Damiani, Jr. and Laura Hardcastle (“Grantees”) are the owners of 110 Eureka Street (APN 018-190-002-000); and

WHEREAS, the Grantees have requested an easement over a small portion of the City Property to allow for ingress and egress into their property; and

WHEREAS, the City is willing to grant the requested easement in the form attached to this Resolution; consideration for such easement shall be the cost of the legal, engineering and other expenses, such as surveying and recording, that may be incurred by the City to effectuate the creation of the easement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sutter Creek hereby authorizes the Interim City Manager to execute the Easement Agreement for Grant of Ingress and Egress, as attached as Exhibit A to this Resolution, which agreement, following full execution, shall be recorded in the Official Records of the County of Amador.

BE IT FURTHER RESOLVED that the foregoing easement may not be executed unless and until the Grantees have, in the determination of the City Manager, reimbursed the City for all its reasonable legal, engineering, and other expenses associated with the review and grant of the easement.

The foregoing resolution was duly passed and adopted at a regular meeting of the City Council of the City of Sutter Creek on the 5th day of September 2023 by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Claire Gunselman Mayor

Karen Darrow, City Clerk

RECORDING REQUESTED BY

Byron Damiani Jr. and Laura Hardcastle

AND WHEN RECORDED MAIL TO:

Byron Damiani Jr and Laura Hardcastle
P.O. Box 1574
Sutter Creek, CA 95685

Space above this line for Recorder's use

A.P.N. 018-180-031-000

EASEMENT AGREEMENT FOR GRANT OF INGRESS AND EGRESS

THIS AGREEMENT is made on _____, by and between the City of Sutter Creek, (hereinafter "Grantor") and Byron Damiani Jr and Laura Hardcastle (hereinafter collectively "Grantees").

RECITALS:

1. The Grantor is the owner of certain real property commonly known as 80 Eureka Street, and more particularly described as A.P.N. 018-180-031-000, the Servient Estate.
2. The Grantees are owners of certain real property commonly known as 110 Eureka Street, and more particularly described as A.P.N. 018-190-002-000, the Dominant Estate.
3. Grantees desire to acquire, and Grantor desires to grant, certain rights in the Servient Estate.
4. It is the intention of the parties that the easement and right-of-way granted appurtenant to the Dominant Estate, in that the easement benefits the uses and enjoyment of the Dominant Estate by providing ingress and egress and right-of-way to the Dominant Estate.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Sutter Creek does hereby grant to Byron Damiani Jr. and Laura Hardcastle, husband and wife, their successors or assigns, a perpetual easement and right-of-way, and the right to use for INGRESS AND EGRESS EASEMENT purposes and those appurtenances and uses commonly associated therewith, through, in, on, over, above, and across that certain portion of Grantor's real property situated in the City of Sutter Creek, County of Amador, State of California, more particularly described as Exhibit "A" and illustrated on Exhibit "B", attached hereto and made a part hereof by this reference.

SEE LEGAL DESCRIPTION OF THE SERVIENT ESTATE MARKED EXHIBIT "A"
AND A SKETCH AND LEGAL DESCRIPTION OF THE EASEMENT THEREOF
MARKED EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREBY
REFERENCED.

The easement rights granted herein include the following: (a) the right of ingress and egress, from the easement herein described, across the lands of Grantor for all purposes useful and convenient in connection with or incidental to the exercise of the rights herein granted at locations which shall not interfere with grantor's reasonable use of its remainder property; (b) the right to construct, reconstruct, repair, replace, operate and maintain said easement, and the right to enter upon, pass and re-pass over, along, and beside said easement and right-of-way; and (c) the right to deposit tools, implements and materials there on, (d) The rights granted herein are for the benefit of the grantees, their agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by the grantees, their successors or assigns, whenever and wherever necessary for the purposes set forth above.

Grantor shall not plant any trees or bushes within or erect, construct, or install any fence, wall, irrigation, or any other type of structure, or private utilities over, across, or upon said easement and right-of-way without first obtaining written permission from Grantee, which shall not be unreasonably withheld. Grantor shall keep the easement area clear from obstacles that will make the area inaccessible.

The easement and right-of-way granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant.

Grantees shall have the duty to repair and maintain the property subject to the easement and right-of-way and shall at all times act to safeguard Grantor's property.

Grantor, its assigns, successors, tenants, lessees, agents, employees, or any contractor, its agents or employees, engaged by the grantor, its agents, employees, tenants, lessees, successors or assigns, shall not conduct any activity on, under, or about the easement property that would unreasonably interfere with the use of the easement and right-of-way.

Pursuant to California Civil Code Section 1468, this Easement Agreement and Easement are covenants related to the use, repair, maintenance and improvement of the properties benefited and burdened hereby, and, as such, the covenants set forth herein shall be binding upon the Servient Estate and shall be binding upon all parties having or in the future acquiring any interest in the Servient Estate.

Dated: _____

Grantor: _____	_____
signature	printed name and title

Grantee: _____	_____
signature	printed name

Grantee: _____	_____
signature	printed name

State of California

County of Amador

On _____ before me, _____, notary,

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities and that by his/her/their signatures on the instrument the persons or the entity on behalf of which the person acted, executed this instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

(seal)

EXHIBIT “A”

Description of relevant portion of A.P.N. 018-180-031-000:

Parcel 5:

Adjusted Parcel 3 0.473 acres as set forth on “Record of Survey Boundary Line Adjustment For Carl & Elanor Borgh” recorded in Book 49 of Maps and Plats at page 87 of Amador County Records.

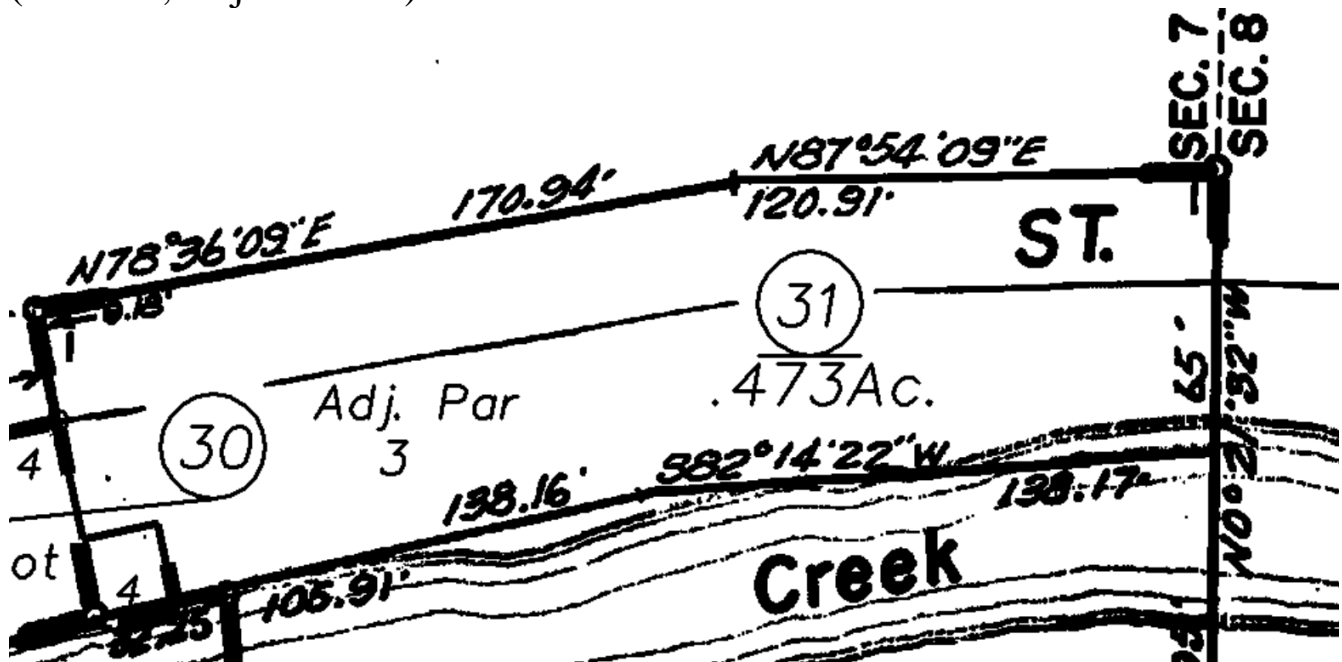
Excepting therefrom all of the above parcels any mine of gold, silver, cinnabar or copper, or to any valid mining claim or possession held under existing laws of Congress, as excepted by the United States of America, by patent recorded February 15, 1875 in Book of Deeds, page 273, Amador County Records.

Also excepting therefrom all minerals, metals, ore and rock in place below a depth of 100 feet from the surface of said land, as excepted in the Deed from Central Eureka Mining Company, by Deed recorded April 12, 1935 in Book 52 of Deeds, page 482, Amador County Records.

Also excepting therefrom all minerals, metals, ore and rock in place below a depth of 100 feet from the surface of said land, as excepted in the Deed from Central Eureka Mining Company recorded January 4, 1937 in Book 2 of Official Records, page 200, Amador County Records.

EXHIBIT "B"

A.P.N. 018-180-031-000
(Parcel 5, Adj. Parcel 3)

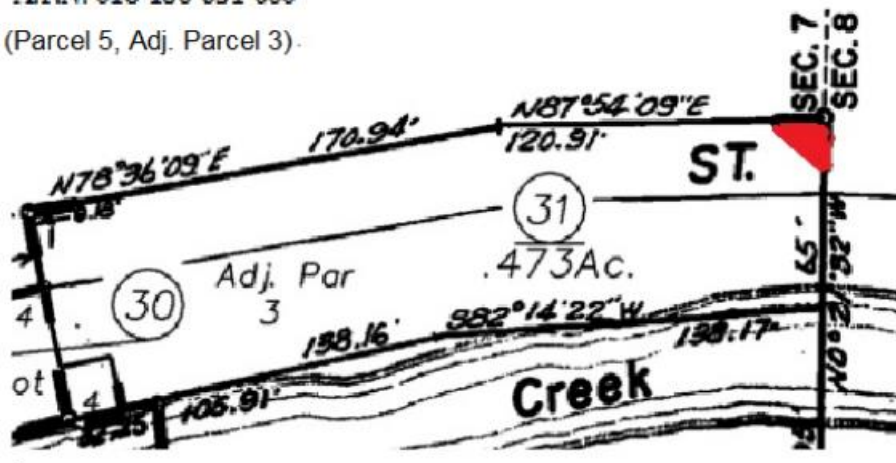


Easement and right-of-way in Northeast corner

Description of the Easement and right-of-way:

Commencing at the Northeast corner of APN 018-180-031, at the Section line, thence $S.87^{\circ}54'09''W$ 12 feet, then Southeasterly to a point on the Section line located $S.0^{\circ}21'32''E$ 10 feet distant from the Northeast corner, thence $N.0^{\circ}21'32''W$ a distance of 10 feet to the point of beginning.

A.P.N. 018-180-031-000
(Parcel 5, Adj. Parcel 3)





Total area $12 \times 10 / 2 = 60$ sq feet +/-