

Amador Regional Sanitation Authority

*“Servicing Amador City,
Martell, & Sutter Creek”*

AGENDA

MARCH 26, 2024

4:30 P.M. Special Meeting

33 Church Street, Sutter Creek CA 95685

The Agenda can be found on the City of Sutter Creek’s Website:

www.cityofsuttercreek.org

THE ARSA BOARD MEETING WILL BE AVAILABLE VIA ZOOM AND IN PERSON.

Join Zoom Meeting

<https://us02web.zoom.us/j/9568520224>

Zoom participation is only available for viewing. Public comment will not be taken from Zoom.

or

Dial by phone:

301-715-8592

Meeting ID: 956 852 0224

1. CALL TO ORDER AND ESTABLISH A QUORUM

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. PUBLIC FORUM

Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Amador Regional Sanitation Authority; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note – there is a five (5) minute limit per topic.

4. ADMINISTRATIVE AGENDA

A. Sutter Creek Loan Discharge Agreement – *for approval*

5. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL- PENDING LITIGATION

Pursuant to Gov. Code § 54956.9(d)(1):

Amador Regional Sanitation Authority v. City of Ione, et al.

(Case No. 22-CV-12824)

6. REPORT FROM CLOSED SESSION

7. ADJOURN

LOAN DISCHARGE AGREEMENT

THIS LOAN DISCHARGE AGREEMENT (“Agreement”) is dated as of _____, 2024, between City of Sutter Creek, a California general law municipality (“City”) and Amador Regional Sanitation Authority (“ARSA” and together with City, the “Parties”).

RECITALS:

A. WHEREAS, on April 25, 2002, City and ARSA entered into that certain Contract for Funding of Wastewater Disposal Facilities and Grant of Easement, which contract was recorded as Document 2002-0005305-00 on May 2, 2002 in the official records of Amador County, California, and on March 29, 2006, City, ARSA and Gold Rush Golf, LLC, a California limited liability company entered into that certain First Amendment to Contract for Funding of Wastewater Disposal Facilities and Grant of Easement, which contract was recorded as Document 2006-0006950-00 on June 15, 2006 in the official records of Amador County, California (as amended, the “Contract”);

B. WHEREAS, pursuant to the terms of the Contract, ARSA made a loan to City in the amount of \$450,000.00 (the “Loan”) to permit the acquisition of certain real property more particularly described in the Contract;

C. WHEREAS, the terms of the Loan required repayment if the right of way for an effluent disposal line was not acquired, and the pipeline not constructed, by the dates specified in the Contract;

D. WHEREAS, ARSA has continually granted extensions for the repayment of the Loan, the acquisition of the right of way for an effluent disposal line, and the construction of the pipeline; and

E. WHEREAS, ARSA now desires to release and discharge the City from any obligation to repay the Loan.

NOW, THEREFORE, in consideration of the above preambles which by this reference are incorporated herein, the mutual covenants and conditions contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and ARSA agree as follows:

1. Release and Discharge of Loan. Effective as of the date hereof, the City is hereby forever released and discharged of any obligation or liability to ARSA in connection with the Loan, including, but not limited to, any obligation to repay any principal or accrued interest, if any, with respect to the Loan. The Parties acknowledge that the foregoing release and discharge of the Loan shall not affect any other obligations of the Parties under the Contract.

2. Ownership of Loan. ARSA represents and warrants that ARSA is the sole owner of the Loan, and has not sold, assigned or otherwise transferred any interest in the Loan to any other party.

3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of City and ARSA and their respective successors, assigns and related entities.

4. Further Assurances. The Parties each agree to promptly execute, acknowledge, and deliver to the other such further instruments and take such further actions as may be reasonably required in order to carry out and effectuate the intent and purpose of this Agreement. At the request of either party, this Agreement (or a memorandum hereof) shall be recorded in the official records of Amador County, California.

5. Governing Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California and the venue of any action will be Amador County, California.

6. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal,

or unenforceable, the parties hereto shall negotiate in good faith to modify this Termination Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

7. Counterparts. This Agreement may be executed and delivered by electronic transmittal (including without limitation via e-mail and .pdf format) and/or in original counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed one and the same instrument.

8. Attorney's Fees. If either party becomes involved in arbitration or litigation arising from this agreement or the performance or interpretation of it, the court or tribunal in such arbitration or litigation or in a separate suit shall award reasonable costs and expenses of arbitration and litigation, including expert witness fees and attorney fees, to the prevailing party or parties.

IN WITNESS WHEREOF, City and ARSA have executed this Agreement on the day and year first above written.

CITY OF SUTTER CREEK

By: _____
Name: _____
Title: _____

AMADOR REGIONAL SANITATION AUTHORITY

By: _____
Name: _____
Title: _____