

RESOLUTION NO. 180

BE IT RESOLVED by the City of Amador City that it hereby authorizes execution of AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT by Mayor of City of Amador.

BE IT FURTHER RESOLVED that the said AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT is hereby accepted.

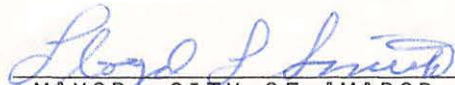
THE FOREGOING RESOLUTION was duly passed and adopted by the City Council of the City of Amador on this 13th day of January, 1977, at a regular meeting thereof, by the following vote:

AYES: COUNCILMEN VAIRA, DAUBENSPECK, Smith

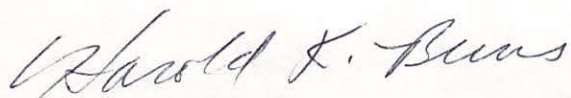
NOES:

ABSENT: COUNCILMEN SETZER, SHERRILL

Signed and approved by me after its passage this 13th day of January, 1977.


MAYOR, CITY OF AMADOR

ATTEST:


CLERK, CITY OF AMADOR

AMENDMENT TO
JOINT EXERCISE OF POWERS AGREEMENT

WHEREAS, on November 14, 1974, a Joint Exercise of Powers Agreement was entered into between the City of Amador, a municipal corporation within the State of California, herein called Amador, and the City of Sutter Creek, a municipal corporation within the State of California, hereinafter called Sutter Creek; and

WHEREAS, the parties hereto are desirous of amending said Agreement;

NOW, THEREFORE, THE PARTIES AGREE as follows:

1. Paragraph 1 is amended to read as follows:

1. Acceptance of Sewage. Sutter Creek will accept raw (untreated) sewage for treatment and disposal from Amador, in a volume, quality, or at a flow rate of no more than that specified in Table H--IV of Appendix H of the Amador County Wastewater Management plan (February 28, 1974). Said sewage shall be accepted through the Sutter Creek Collection System and Outfall line consisting of:

a) Existing 1420 lineal feet of 6 inch gravity main along Oro Madre Way.

b) Existing 315 lineal feet of 4 inch gravity main from Oro Madre Way to the outfall paralleling Sutter Creek.

c) Existing 600 lineal feet, more or less, of 12 inch outfall line to the Sutter Creek Treatment Plant.

In consideration thereof, Amador shall:

a) Construct backflow prevention devices on all existing homes within the Cooper Tract Subdivision at a location and manner acceptable to homeowners directly affected plus the Liddicoat residence, at an approximate cost of \$3,900 (\$300 each).

b) Provide similar backflow prevention devices to presently unimproved lots when any lot becomes improved (Cooper Subdivision).

c) Maintain said backflow prevention devices.

d) Reconstruct existing 315 lineal feet of 4 inch gravity main to 6 inch gravity main at an approximate cost of \$3,700.

e) All back flow prevention devices installed shall be graded and paved to the extension thereof so as to conform to existing street contours where said devices are placed.

f) Provide Sutter Creek with rider to Amador's General Liability Insurance for those facilities jointly used subject to limitations as specified in paragraphs 1 and 2 of the Joint Exercise of Powers Agreement.

g) Maintain force main and gravity main from Amador to Sutter Creek ending at the manhole near the Intersection of Oro Madre Way and Ione Road in a manner consistent with standards of the Water Pollution Control laws and regulations.

Sutter Creek shall:

a) Accept ownership of reconstructed line.

b) Promptly advise Amador of any malfunctions or problems with jointly used lines and backflow prevention valves.

c) Repair malfunctions to valves and jointly used

facilities, when the head maintenance man is of the opinion that time is of the essence and bill Amador for labor, equipment, and materials at a rate to be determined annually.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 13th day of January, 1977.

CITY OF AMADOR

By /s/ Lloyd L. Smith
Mayor

ATTEST:

By /s/ Harold K. Buus
Clerk

CITY OF SUTTER CREEK

By _____
Mayor

ATTEST:

By _____
Clerk

AMENDMENT TO

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IN WITNESS WHEREOF, the undersigned have set their hands and seals this 13th day of January, 1977.

CITY OF AMADOR

By Lloyd P. Smith
Mayor

ATTEST:

By Harold K. Dues
Clerk

CITY OF SUTTER CREEK

By George Maloney
Mayor

ATTEST:

By Robert L. Scane
Clerk

RESOLUTION AUTHORIZING MAYOR OF THE CITY OF SUTTER
CREEK TO NEGOTIATE AND EXECUTE AN AMENDMENT TO
JOINT EXERCISE OF POWERS AGREEMENT

WHEREAS, on November 14, 1974, a Joint Exercise of Powers Agreement was entered into between the City of Amador, a municipal corporation within the State of California, herein called Amador, and the City of Sutter Creek, a municipal corporation within the State of California, hereinafter called Sutter Creek; and

WHEREAS, the parties hereto are desirous of, and it has become necessary to, amend said Joint Exercise of Powers Agreement; and

WHEREAS, The City Council of the City of Sutter Creek has reviewed said Amendment to Joint Exercise of Powers Agreement and determined it in the best interest of the City of Sutter Creek that the same be executed;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Sutter Creek that the Mayor of the City of Sutter Creek be, and he hereby is, authorized to negotiate and execute that certain Amendment to Joint Exercise of Powers Agreement presented to the City Council of the City of Sutter Creek by the Mayor of the City of Amador City.

BE IT FURTHER RESOLVED, that said Amendment to Joint Exercise of Powers Agreement is hereby accepted by the City Council of the City of Sutter Creek.

The foregoing Resolution was duly passed and adopted by the City Council of the City of Sutter Creek at a regular meeting thereof held on the 17th day of January, 1977, by the following vote:

AYES: Councilpersons: MALONEY, KUHN, LARRIGAN, FALLON, & CUNEO.

NOES: NONE.

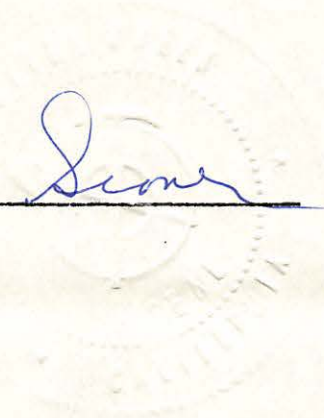
ABSENT: NONE.

George Maloney
Mayor, City of Sutter Creek

ATTEST:

Robert H. Sene
City Clerk

I, ROBERT L. GROVER, City Clerk of the City of Sutter Creek a municipal corporation, hereby certify the foregoing to be a full, true, and correct copy of a Resolution passed by the City Council of the City of Sutter Creek, on January 17, 1977.


Robert L. Grover
City Clerk