



City Council Meeting Agenda

Monday, May 06, 2024 at 6:00 PM

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.

- 1. Call to Order and Establish a Quorum for Regular Meeting**
- 2. Pledge of Allegiance to the Flag**
- 3. 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.

- 4. 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.

- 5. Presentations**

A. Knight Foundry Update- Frank Cunha

6. Approval of Minutes

A. City Council Minutes of April 15, 2024

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. Notice of Application for US Department of Agriculture (USDA) for grant funds

8. Ordinances and Public Hearing

9. Administrative Agenda

A. ACRA Pool Contract

Recommendation: Approve pool management contract for the Summer of 2024

B. Annual Budget Planning Discussion - City Events and Marketing

Provide feedback on budget proposal.

C. Annual Budget Planning - Staffing

Provide feedback on budget proposal.

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 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 and Correspondence

14. 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

B. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Negotiator: Tom DuBois, City Manager

Employee Organizations: Sutter Creek POA

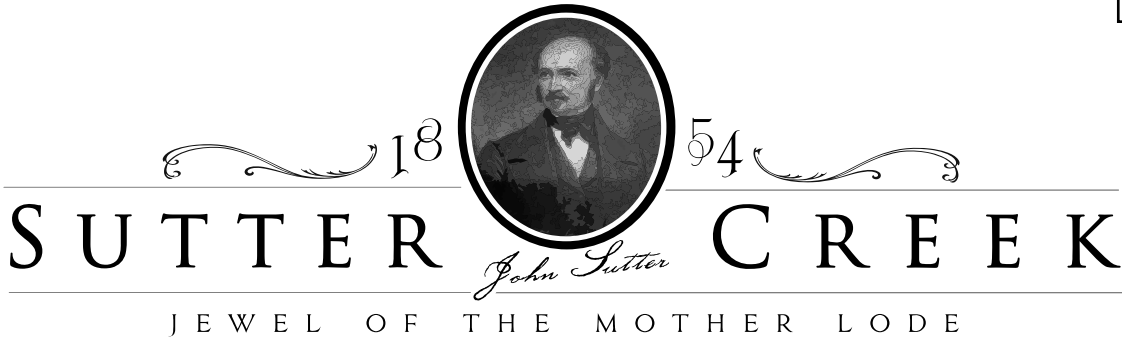
C. CONFERENCE WITH LEGAL COUNSEL—POTENTIAL LITIGATION

(Paragraph (1) of subdivision (d) of Gov. Code Section 54956.9) - 2 potential cases

15. Report from Closed Session

16. Adjournment

The next regularly scheduled meeting is May 20, 2024



**CITY COUNCIL MINUTES
MONDAY, APRIL 15, 2024**

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>

6:00 P.M. 1. 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:

Tom DuBois, City Manager

Derek Cole, City Attorney

Karen Darrow, City Clerk

Dan Lafontaine, Public Works Director

Jim O'Connell, Police Chief

Mason Peters, Finance Supervisor

2. PLEDGE OF ALLEGIANCE TO THE FLAG

4. PUBLIC FORUM

Tracy Birkner with the Amador Council of Tourism spoke about marketing efforts for Amador County.

5. CITY MANAGER'S REPORT

City Manager Tom DuBois gave a presentation outlining updates based on City priorities, including:

Vegetation Cleanup near roadways ongoing, Main Street Sidewalk Improvements April 29 & 30, Energy Audit of City Buildings to save utilities, ARSA debt dismissed, ARSA Dissolution progressing, Pinewoods 2 - Sewer Line extension Update, Gold Strike Court Storm drain replacement completed, Local use and transaction tax planning and Code Enforcement.

Upcoming agenda items:

Knight Foundry Update, Draft Budget, ARSA Dissolution, Wastewater Rate Public Hearing, ACRA Pool contract, Wastewater Prop 218 Hearing, Local Transaction and Use tax language.

[City Manager presentation](#)

6. PRESENTATIONS

- A. Visitor Center Update- Lisa Klosowski
Lisa Klosowski with e Visitor Center presented an update and distributed a budget proposal.
- B. Police Department Update – Chief O’Connell
Police Chief Jim O’Connell presented.
[Police Department Presentation](#)

7. APPROVAL OF MINUTES

- A. City Council Minutes of Special Session April 2, 2024.
Recommendation: By motion approve minutes as presented.

M/S Council member Sierk/Feist to approve the Special City Council Minutes of April 2, 2024, as presented.

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

8. CONSENT AGENDA

- A. Adopt Resolution 23-34-*Authorizing the City Manager to Execute a Deferred Improvement Agreement Between the City of Sutter Creek and Ninevah LLC for Danco Communities Site Plan Permit at Valley View Way/Bowers Drive.

This item was pulled for discussion. Council member Swift stepped down from this item due to to a conflict.

Members of the public Mike Kirkley, Sharyn Brown Charles Logan and Jenny Menes commented.

City Attorney Derek Cole noted that discussion needs to be in regard to the item that was agendized.

M/S Council member Riordan/Sierk to Adopt Resolution 23-34-26 Authorizing the City Manager to Execute a Deferred Improvement Agreement Between the City of Sutter Creek and Ninevah LLC for Danco Communities Site Plan Permit at Valley View Way/Bowers Drive, as presented.

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

- B. Accept 2023 Audit and Basic Financial Statement Report

Member of the public Mike Kirkley commented that he has never seen an audit on the Consent agenda, noting that it requires discussion and questions answered and suggested that it be brought back.

M/S Council member Swift/Sierk to table this item until the Auditor can come for a presentation and to answer questions.

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

Mayor Gunselman called for a 5-minute recess and the meeting reconvened at 7:33 p.m.

9. ORDINANCES & PUBLIC HEARING

A. Public Hearing: Impact Fee ENR Adjustment

- 1) Hold a public hearing to hear testimony regarding the proposed inflationary adjustment to the impact fees.
- 2) Adopt Resolution 23-24-* authorizing an inflationary adjustment to the impact fees, effective July 1, 2024.

Finance Supervisor Mason Peters introduced this item.

Mayor Gunselman opened the Public Hearing at 7:35 p.m.

Member of the public Mike Kirkley commented that the park fee is too high and questioned what is being done with the money that is being collected.

M/S Council member Feist/Riordan to close the Public Hearing at 7:37 p.m.

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

The Council requested that a new Nexus Study be initiated in the near future.

M/S Council member Sierk/Feist to Adopt Resolution 23-24-27 authorizing an inflationary adjustment to the impact fees, effective July 1, 2024, and direct staff to bring back a Nexus Study cost.

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

10. ADMINISTRATIVE AGENDA

A. Wastewater Rate Payer Study

Recommendation: Approve Proposition 218 Notice advising property owners and sewer service customers of a Proposed Sewer Rate Adjustment Beginning July 1, 2024.

City Manager Tom DuBois presented.

Wastewater Rate Study Presentation

Member of the public Mike Kirkley commented that a 45% increase will be sticker shock for a small group of ratepayers and that the increase should be modified or pushed off until there are better numbers for the cost of the treatment plant. He suggested that a desk audit be performed on the sewer time spent by staff.

M/S Council member Riordan/Sierk to Approve Proposition 218 Notice advising property owners and sewer service customers of a Proposed Sewer Rate Adjustment Beginning July 1, 2024.

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

B. Budget Update – *for information and discussion*

Finance Supervisor Mason Peters presented the budget update.

Council member Sierk asked how confident staff is that the budget is on track since it currently is over budget. Mason Peters noted that he expects to be on budget by year end.

Council member Riordan noted that the Projected Year End column is not being modified by actuals, that it just continues to reflect the budgeted amount. He commented that it is not very helpful like that and suggested changing it in the future.

Mayor Gunselman called for a 3-minute recess and the meeting reconvened at 9 p.m.

C. Transaction and Use Tax- Resident Survey Results

Recommendation: Direct staff to continue to prepare a local transaction and use tax for the Nov 5, 2024, election and return to Council with updates.

Lucia Del Puppo with FM3 Research presented the survey results.

Transaction and Use Tax- Resident Survey Results

Member of the public Mike Kirkley commented cautioning that a general tax is concerning even with good intentions City Council members change and so do priorities.

Mayor Gunselman commented that the survey results show that the public interest aligns very closely with the Council priorities.

Council members Feist, Riordan, Sierk, and Mayor Gunselman agreed that staff should continue working towards a 1.5% increase. Council member Swift noted that he did not feel the timing is right and can't support at this time.

The Council directed staff to continue to prepare a local transaction and use tax for the November 5, 2024, election and return with updates.

11. MAYOR AND COUNCIL MEMBER REPORTS- None.

12. CITY ATTORNEY’S REPORT – None.

13. FUTURE AGENDA ITEMS – None.

14. INFORMATION/CORRESPONDENCE

- A. Monthly Police Report
- B. Monthly Public Works Report
- C. Treasurer’s Report
- D. Monthly Administrative Services Report
- E. Monthly Finance Department Report
- F. Warrants
- G. Monthly Engineer’s Report
- H. Monthly Planning Report
- I. Public Communications

ADJOURNMENT

The meeting was adjourned into closed session at 9:58 p.m.

15. 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

REPORT FROM CLOSED SESSION

No reportable action.

Claire Gunselman, Mayor

Karen Darrow, City Clerk

Date Approved:



April 26, 2024

Public Notification of Grant Application

Dear Sutter Creek City Council, City Manager DuBois and Citizens of Sutter Creek,

This memo makes public notification that on behalf of the City of Sutter Creek, and with the approval of City Manager DuBois, I have submitted an application with the US Department of Agriculture (USDA) for grant funds.

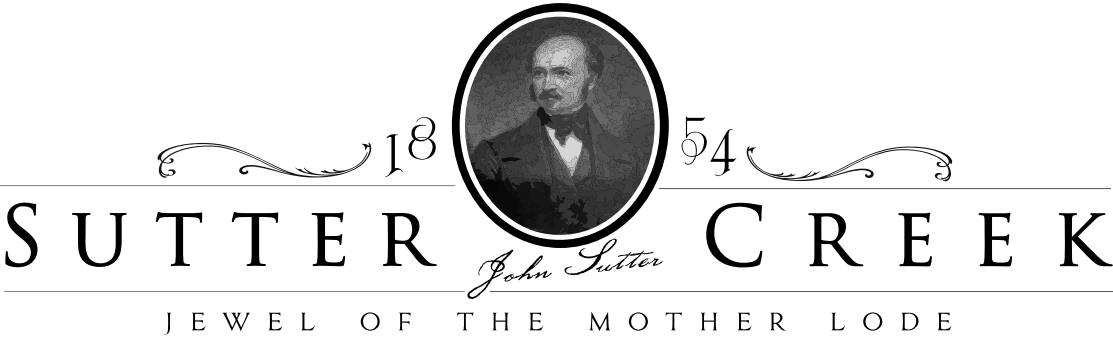
Under the Community Facilities Loan and Grants program, and the Catalog of Federal Domestic Assistance (CDFA) 10.766, if approved, Sutter Creek would receive 55% funding for a patrol vehicle and the necessary outfitting. The City would be responsible for the other 45% of the purchase price and outfitting costs.

Currently, the purchase of a 2024 Ford Explorer is \$50,800. The subsequent outfitting costs are approximately \$26,000.

Respectfully Submitted,

Jim O'Connell

Jim O'Connell
Chief of Police



STAFF REPORT

TO: MAYOR AND MEMBERS OF THE CITY COUNCIL
MEETING DATE: MAY 6, 2024
FROM: CITY MANAGER
SUBJECT: ACRA POOL CONTRACT FOR 2024

RECOMMENDATION:

Approve pool management contract for the Summer of 2024.

BACKGROUND:

ACRA has managed the Sutter Creek daily operations for the last several years. This year, Plymouth, Ione and Jackson have all decided to hire and manage lifeguards themselves. ACRA will run Sutter Creek’s pool and a second pool in Jackson.

DISCUSSION:

ACRA shall be paid upon invoice for providing the staff, oversight and management of staff, and pool scheduling, not to exceed \$40,000 for the summer. ACRA is providing certification training to lifeguards this year at no charge to the employee. 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:\$17.00 per hour

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

BUDGET IMPACT: \$40,000

ATTACHMENT “A”

POOL MANAGEMENT AGREEMENT (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 April __, 2024, 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 to provide staffing (lifeguards), scheduling, oversight and management (EXHIBIT A) 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 or 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.

L. Agency recognizes that City is the lease holder of the pool and any additional programs using the pool must be approved by the City.

M. Agency recognizes that summer camps held in the pool can impact the enjoyment of the facilities by residents and will do its best to minimize those impacts.

**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 forty thousand dollars (\$40,000) 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 his 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 \$40,000 will not allow it to provide all City-requested services through the end of the Term of this Agreement, Agency shall promptly advise the City Manager in writing of that fact and of the anticipated compensation it believes will be necessary to provide services 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.

E. ACRA will provide lifeguards as part of this agreement for a private July 4 City event. City will collect fees for this private event. Annual pool passes will not be valid for this event.

SECTION THREE.

PAYMENT

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 2024 (i.e., June 1, 2024 through September 2, 2024). 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

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 FOURTEEN.

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.

City of Sutter Creek

Amador County Recreation Agency

By: Tom DuBois, City Manager

By: Michael Rock, Interim General Manager

Date: _____, 2024

Date: _____, 2024

EXHIBIT A

The scope of work includes a notation of wage increases as of April 1, 2024.

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: \$17.00 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, (provided lifeguards are available and properly trained for such lessons or events) in accordance with the requests of City as provided for in Section One of this Agreement. Administration fees will be \$X.

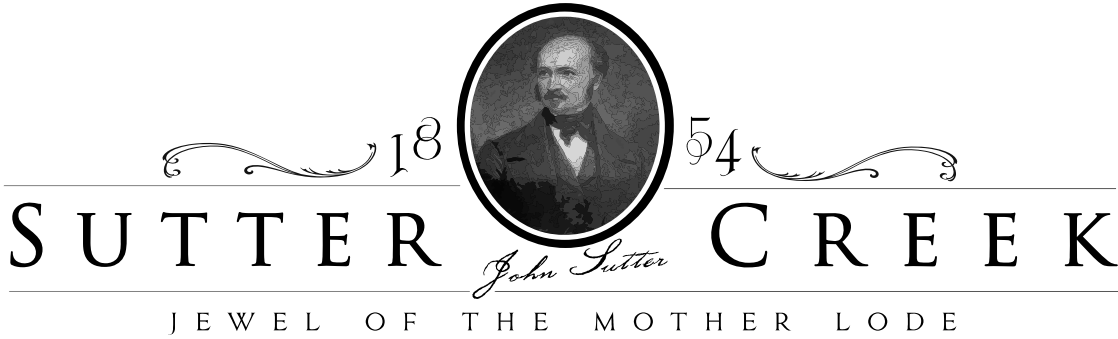
3. Hours of Operation – ACRA will operate the pool Friday to Tuesday (closed Wed and Thursday)with recreational swim from 12 – 7 PM and lap swim from 11am – noon, and 7-8PM. The pool will be closed for the following holidays – July 4 ????. ACRA will notify the City whenever it is unable to operate the pool and the reason for the closure.



Sutter Creek Pool Lifeguard Daliy Check list

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Items Done before pool opening							
Wash Down Concrete Deck Surface Surrounding the Entire Pool Daily Yes/No							
Vacuum the Entire Pool Done at Least Once a Week Yes/No							
Clean Vacuum after Use Yes/No							
Wash Down the Bathrooms with Garden Hose Once a Week Yes/No							
Restock Bathrooms with Toilet Paper and Paper Towels Prior to Pool Use Yes/No							
Clean Mirrors and Remove Garbage Prior to Pool Use Yes/No							
Test Ph Prior to Pool Opening and every two Hours afterward (Check)							
Test the Chlorine Residual Prior to Pool Opening and every two Hours afterward (Check)							
Empty the Trash Cans every day after closing Yes/No							

If you find a Toilet that is plugged, use the provided plunger and go unplug it. If you are unable to fix the issue, then contact Public Works. City Hall (209)267-5647 and Emergency Contact George Allen (209)419-2600



STAFF REPORT

TO: MAYOR AND MEMBERS OF THE CITY COUNCIL
MEETING DATE: MAY 6, 2024
FROM: KAREN DARROW, CITY CLERK
SUBJECT: MARKETING BUDGET DISCUSSION

RECOMMENDATION:

As part of the budgeting process, staff is requesting guidance on allocating marketing time and funds based on Council priorities. For discussion and staff direction as input to the annual budget.

DISCUSSION:

The marketing allocations outlined in *Attachment A* offer options for the city to engage in marketing efforts, including but not limited to sponsorships, donations to local community groups and associations, public communication, state-wide advertising, event hosting and/or promotion, and city beautification. This is a proposal to spur discussion on how much the city should fund each category as a percentage of effort and some feedback on total dollars that should be allocated.

These resources will be utilized to promote the City of Sutter Creek’s services, community activities, events, and economic opportunities to current and potential residents, visitors, the business community, and investors to encourage them to:

- Invest in the City of Sutter Creek
- Reside in the City of Sutter Creek
- Visit the City of Sutter Creek
- Participate in public meetings/activities
- Support local businesses
- Strengthen bonds through community events
- Share information about Sutter Creek within their networks and on social media platforms.

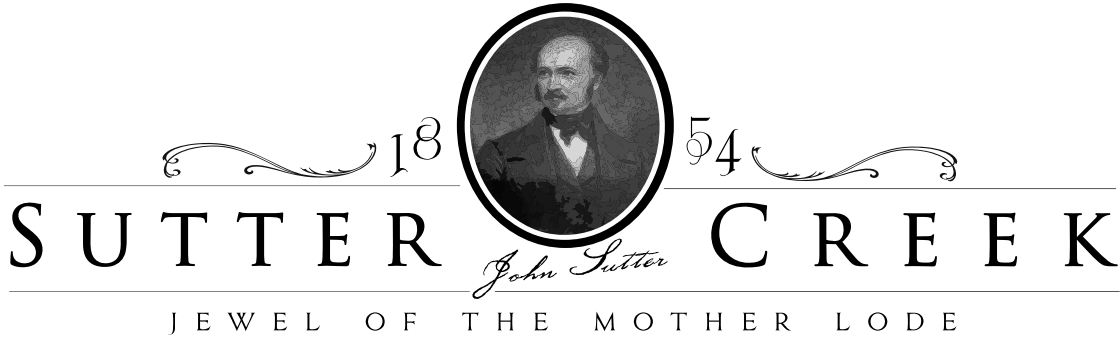
By allocating time and funds to these resources, the city will actively engage in:

- Attracting new businesses and visitors to Sutter Creek
- Increasing awareness of Sutter Creek’s amenities, facilities, and services
- Generating interest in visiting, living, and/or doing business in Sutter Creek
- Encouraging visits to the City's website
- Maintaining communication with community and regional partners

BUDGET IMPACT: Determined during the budgeting process.

Strawman Marketing Budget Items

Donations/Sponsorships	\$	City Events	\$	Online Tools	\$	Advertising	\$	Beautifcation	\$
Foundry Sponsor	1000	4th of July Pool Party	2000	Social media advertising and boosting	2000	State/Regional Ads	4000	Bridge umbrellas (14 umbrellas x3)	1900
Community Foundation	1000							décor (bunting, harvest etc)	1000
Kit Karson Wagon Train	500	Duck Races	2000	Constant contact license	1000			flowers	1000
				website hosting	5000			Shade sails	6000
Car show stickers	120	Tree Lighting	1000						
SCBPA	2000								
		Summer Concert 1	1000						
Visitor Center (requested \$12,000)	2000								
		Summer Concert 2	1000						
Fair Window Display	465								
Total	7085		7000		8000		4000		9900
Percentage	20%		19%		22%		11%		28%
									35985



STAFF REPORT

TO: MAYOR AND MEMBERS OF THE CITY COUNCIL
MEETING DATE: MAY 6, 2024
FROM: TOM DUBOIS, CITY MANAGER
SUBJECT: STAFFING BUDGET DISCUSSION

RECOMMENDATION:

As part of the budgeting process, staff is requesting feedback on adding 1.48 FTE to City Staff in the 2024-2025 Budget.

DISCUSSION:

Staffing for the City of Sutter Creek is pretty lean and many people perform multiple functions particularly in administration. Our City Clerk for example handles traditional clerk duties such as agendas, public records requests, election support and records management but also oversees HR, Risk Management, Marketing and the City Website. Coordination for grant administration, business licensing, permitting, inspection scheduling and overall building permit coordination across departments is handled within the finance team. These are examples that would typically be handled by different individuals – not combined into a single role.

The city also leverages consultants in key roles including planning, engineering, building inspection, code enforcement, legal, and specialized tasks in public works. This serves the city quite well by reducing pension costs and providing expertise in areas where we may not require a dedicated full-time resource.

Organizational Chart					
Citizens of Sutter Creek					
	City Council <i>Elected by the Citizens</i>		City Treasurer <i>Elected by the Citizens</i>		
	City Manager <i>Appointed by the City Council</i>	Planning Commission <i>Appointed by the City Council</i>	City Attorney <i>Appointed by the City Council</i>		
	1 FTE CM 1 FTE Proj Mgmt				
Administrative Services	Police	Public Works:	Finance	Planning	Engineering & Building
<i>City Clerk</i>	<i>Patrol</i>	<i>Wastewater Treatment</i>	<i>Sewer billing & payments</i>	<i>Implementation of General Plan and Zoning Code. Code enforcement</i>	<i>City Engineer -implementation of city standards. Building plan reviews and inspections</i>
<i>Human Resources</i>	<i>Community Service</i>	<i>Sewer line maintenance</i>	<i>Business Licensing</i>		
<i>Risk Management</i>	<i>Code Enforcement</i>	<i>Parks and Facility maint.</i>	<i>Facility rentals</i>		
<i>Marketing</i>	<i>Investigations</i>	<i>Street maintenance</i>	<i>Building Permits</i>		
1 FTE Administrative Svcs Supervisor	.48 Chief 1 FTE Sergeant 4 FTE Officers .48 FTE Admin	1 FTE PW Director 2 FTE Supervisors 3.48 FTE PW 1	1 FTE Finance Supervisor 1.96 FTE Account Clerks	Contract	Contract
1	5.96	5.48	2.96		
		EXISTING FTEs	15.92		
		EXISTING TOTAL EMPLOYEES	19		
		PROPOSED TOTAL FTEs:	17.4		
		PROPOSED TOTAL EMPLOYEES:	21		

As we go into the 2024-2025 fiscal year, there are two areas where additional people will enable the city to achieve Council’s goals.

Position 1 – Project Manager, fulltime

We are preparing to expand our capital infrastructure programs for both the general fund and the wastewater enterprise fund. We are also getting complex proposals like the Sutter Creek Ranch project. We have a need for outreach for economic development. And we have opportunistic projects like bike/ped improvements or creating shade at Miner’s Bend.

Planning, funding, and executing on these projects requires focused effort and can be quite time consuming. Any additional opportunities that pop up during the year often falls on the City Manager and the Public Works Director to absorb in addition to their ongoing work loads and management responsibilities. It can be difficult to respond to tight deadlines, write winning grant applications, and then keep up with the required paperwork and administration to execute those projects well. Additional bandwidth to manage projects with our engineering team, issuing RFPs, vendor selection and execution will make sure projects are completed with high quality. By ensuring the city is getting all the financial assistance available to it, getting the lowest competent bids, and keeping projects moving within minimal delays, the project manager position should pay for itself. This role can also support other special projects such as economic development outreach, energy efficiency updates and coordinate volunteer staffed projects.

Responsibilities would include:

- Serve as a project manager for assigned citywide Capital Improvement Projects, services and activities
- Coordinate citywide Capital Improvement Projects with staff, project managers, contractors, utility companies and other agencies;
- Participate in the evaluation and selection of engineering consultants for the development of plan specifications, studies and reports.

- Direct and coordinate activities of project to ensure project progresses on schedule and within prescribed budget, modifies schedules or plans as required.
- Monitor grant opportunities, leverage grant writers and confers with department staff regarding budget requests for capital improvement and development projects.
- Determine feasibility and cost estimates for requests for services and proposed projects; prepares project budgets, cost estimates, and project schedules, manage environmental review and permitting process.
- Respond to complex and difficult inquiries and requests for information; provides information and resolve service issues and complaints; represent the City and maintains a customer service orientation.

Our Deputy Finance Supervisor is in the process of retiring, having gone from fulltime to part-time on April 1, 2024. She is staying on for 6 more months on part-time basis to ease the transition and help close out ongoing projects. There is no plan to replace this position.

Position 2 – Police Records and Administration, part-time

This would be a non-sworn, .48 FTE position dedicated to clerical work and record keeping within the police department. By offloading our sworn officers from this work, we can ensure the work is done thoroughly and in a timely manner and keep our officers more focused on their duties in the field.

BUDGET IMPACT: Based on market comparisons for similar positions in nearby cities, we would budget the following for each position

Position	Annual Base Salary	Total Annual Costs
Police Admin	\$22,000	\$25,000
Project Manager	\$73,000	\$137,000

Part time positions include social-security, SUI, Medicare and worker’s comp
 Full time positions include the same additional costs as part-time plus medical benefits, vacation, and pension.

The Deputy Finance Supervisor position that is being phased out was at \$70,000 base salary

With support from council, funds will be allocated in the draft budget to cover these two positions.