



CITY COUNCIL MEETING

July 02, 2024 at **6:00 PM**

Angels Fire House – 1404 Vallecito Road

AMENDED AGENDA

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In person public attendance will be available with limited seating. Seats are available on a first come, first served basis. Members of the public shall have the right to observe and offer public comment at the appropriate time.

CITY COUNCIL appreciates your interest and encourages your participation. Regularly scheduled meetings are held the 1st and 3rd Tuesday of each month. The Agenda is divided into two sections:

CONSENT AGENDA: These matters include routine financial and administration actions and are usually approved by a single majority vote.

REGULAR AGENDA: These items include significant financial and administration actions of special interest, hearings and work sessions. The numerical order of the items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Council Members. All questions shall be directed to the Mayor who, at his/her discretion, will refer to Staff.

Mayor Jennifer Herndon | **Vice Mayor** Isabel Moncada

Council Members Alvin Broglio, Michael Chimente, Caroline Schirato

City Administrator Vacant | **City Attorney** Doug White

Town Vision Statement: Dedicated to preserving our rich history and providing a safe and thriving community that is devoted to families, businesses, and visitors

Town Mission Statement: To provide municipal services, infrastructure, and a high quality of life through trusted leadership, accountability, and efficiency for the benefit of our community

6:00 PM REGULAR MEETING

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

The public may address the Council on any item of public interest not otherwise on the agenda that is within the jurisdiction of the city. No action may be taken. Matters to be addressed may be referred to City Staff or placed on a subsequent meeting Agenda. Speakers are limited to five minutes per person.

5. APPROVAL OF THE AGENDA AS POSTED (OR AMENDED)

6. CONSENT AGENDA

A. Approval of the June 13, 2024, JPA Draft Minutes, Rose Beristianos, City Clerk

B. Approve Draft Minutes of June 18, 2024, Rose Beristianos, City Clerk

C. Approve Draft Minutes of June 25, 2024, Rose Beristianos, City Clerk

D. RESOLUTION 24-50 APPROVING AN AMENDMENT TO THE STANDARD AGREEMENT ISSUED UNDER THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CORONAVIRUS RESPONSE (CDBG-CV) ACCEPTING AN ADDITIONAL \$66,355.00

7. REGULAR AGENDA

A. Consideration and Approval of an Employment Agreement with Steve Williams, Interim City Administrator, Debra H. Vierra, City Attorney

B. CVB Presentation, Martin Hubberty

C. Rural Recreation and Tourism Program - Utica Park Lightner Mine Expansion Project Update, Amy Augustine, City Planner

D. Discussion and Direction on Fencing versus Capping Shafts for Utica Park / Lightner Mine Expansion Project and approve Change Order #1 for Boyer, Amy Augustine, City Planner

E. Approve Resolution NO. 24-56, Establishing the Fiscal Year 2024/25 Gann Appropriations Limit for the City of Angels, Michelle Gonzalez, Finance Director

F. Code Compliance Update, Michelle Gonzalez

8. ADMINISTRATION REPORT

9. COUNCIL REPORT

10. CALENDAR

11. FUTURE AGENDA ITEMS

12. CLOSED SESSION

13. ADJOURN TO CLOSED SESSION

A. Conference with Labor Negotiations (Gov't Code Section 54957.6)

Employee Organization: City of Angels Employee Association (Miscellaneous)

City of Angels Firefighter Association

City of Angels Employee's Association (Exempt)

14. REPORT OUT OF CLOSED SESSION

A. Conference with Labor Negotiations (Gov't Code Section 54957.6)

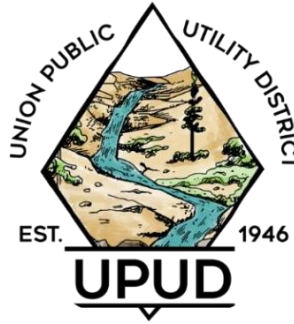
Employee Organization: City of Angels Employee Association (Miscellaneous)

City of Angels Firefighter Association

City of Angels Employee's Association (Exempt)

15. ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at City Hall 209-736-2181. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II) Materials related to an item on this Agenda submitted to the City Council after distribution of the Agenda packet are available for public inspection at City Hall at 200 Monte Verda Street Ste. B, Angels Camp, CA 95222 during normal business hours. The Agenda is also available on line at www.angelscamp.gov.



REVISED JOINT SPECIAL MEETING DRAFT MINUTES

CITY COUNCIL OF THE CITY OF ANGELS, BOARD OF DIRECTORS OF UNION PUBLIC UTILITY DISTRICT, AND BOARD OF DIRECTORS OF UTICA WATER AND POWER AUTHORITY

5:30 PM Thursday June 13, 2024
Angels Camp Fire Department | 1404 Vallecito Rd, Angels Camp, CA 95222

The meeting is open to the public, offering limited seating on a first-come, first-served basis. Members of the public have the right to observe and offer public comment during the designated time.

CITY OF ANGELS (COA):
MAYOR: Jennifer Herndon **(PRESENT)**
VICE MAYOR: Isabel Moncada **(PRESENT)**
COUNCIL MEMBERS: Alvin Broglio, Michael Chimento, Caroline Schirato **(ALL PRESENT)**

UNION PUBLIC UTILITY DISTRICT (UPUD):
PRESIDENT: Eric Bottomley **(ABSENT)**
VICE PRESIDENT: Greg Rasmussen **(PRESENT)**
SECRETARY: Tom Quincy **(PRESENT)** TREASURER: Bruce Tallakson **(ABSENT)**
DIRECTOR: Ralph Chick **(PRESENT)**

UTICA WATER AND POWER AUTHORITY (UWPA):
CHAIR: Ralph Chick **(PRESENT)**
VICE CHAIR: Caroline Schirato **(PRESENT)**
SECRETARY: Jennifer Herndon **(PRESENT)**
DIRECTORS: Tom Quincy, Gary Conrado **(BOTH PRESENT)**

Microsoft Teams meeting

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Passcode: 5Sv3ZR

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Or call in (audio only)

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Phone Conference ID: 852 563 436#

ORDER OF BUSINESS

CALL TO ORDER/THE PLEDGE OF ALLEGIANCE

1. ROLL CALL (AS NOTED ABOVE)
2. APPROVAL OF AGENDA
ACTION: MOTION TO APPROVE THE AGENDA BY UPUD VICE PRESIDENT RASMUSSEN, SECONDED BY CITY COUNCIL MEMBER BROGLIO, PASSED 9 YES, 2 ABSENT
3. PUBLIC COMMENT: **NONE**
4. REGULAR AGENDA:
 - a. Discussion / direction regarding the proposed 5-year JPA funding agreement for the Utica Water and Power Authority.
(Joel Metzger, Utica Water and Power Authority)

**PRESENTATION GIVEN BY UWPA GENERAL MANAGER JOEL METZGER
ROUND TABLE DISCUSSION HAD BY ALL MEMBERS AND STAFF JESSICA
SELF FOR UPUD AND MICHELLE GONZALEZ FOR CITY OF ANGELS, TOPICS
OF DISCUSSION MENTIONED WERE FERC, COST FOR THE 218 STUDY, THE
TAX PAYER PENDING LITIGATION, RESERVE CONTRIBUTION QUESTIONS,
THE COST OF JUST THE WATER CONYVANCE, REPLACEMENT OF PIN STOCK
WORTH IT OR NOT**

**JOEL REVIEWED THE LANGUAGE FOR CONSIDERATION FOR DIRECTION FROM
FULL JPA:**

- **THE RESPECTIVE BODIES OF THE JOINT POWERS AUTHORITY MEMBER ENTITIES AGREE TO THE 5-YEAR JPA FUNDING AGREEMENT AS INCLUDED IN THE AGENDA PACKET, AND THE UTICA BOARD OF DIRECTORS HAS THE FULL JPA'S SUPPORT TO ADOPT THIS 5-YEAR FUNDING PLAN. THIS AGREEMENT IS CONTINGENT UPON SUCCESSFUL PROPOSITION 218 PROCEEDINGS**

DIRECTOR CHICK POLLED THE BOARD:

**COUNCIL MEMBER BROGLIO: YES
COUNCIL MEMBER CHIMENTE: YES
COUNCIL MEMBER SCHIRATO: YES
VICE MAYOR MONCADA: YES
MAYOR HERNDON: YES
DIRECTOR CONRADO: YES
VICE PRESIDENT CHICK: YES
SECRETARY QUINCY: YES
DIRECTOR RASMUSSEN: YES**

9 YES, 2 ABSENT

- 5. ADJOURNMENT
MOTION TO ADJOURN THE MEETING AT 6:31PM BY MAYOR HERNDON, SECONDED BY COUNCIL MEMBER BROGLIO, PASSED 9 YES, 2 ABSENT

Jennifer Herndon, Mayor City of Angels

Rose Beristianos, City Clerk



CITY COUNCIL MEETING DRAFT MINUTES

June 18, 2024 at 5:00 PM

Angels Fire House – 1404 Vallecito Road

AGENDA

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Mayor Jennifer Herndon **(PRESENT)** | Vice Mayor Isabel Moncada **(PRESENT)**

Council Members Alvin Broglio, Michael Chimente, Caroline Schirato **(PRESENT)**

City Administrator | City Attorney **(PRESENT)**

1. CLOSED SESSION

2. ROLL CALL – AS NOTED ABOVE

3. ADJOURN TO CLOSED SESSION

A. Conference with Legal Counsel - Potential Litigation

Significant Exposure to Litigation Pursuant to Gov. Code § 54956.9 (d)(2)

Two (2) Potential Case

B. Public Employee Appointment (Gov. Code Section 54957) Title: Interim City Administrator

C. Conference with Labor Negotiations (Gov't Code Section 54957.6)

Employee Organization: City of Angels Employee Association (Miscellaneous)

City of Angels Firefighter Association

City of Angels Employee's Association (Exempt)

6:00 PM REGULAR MEETING

4. ROLL CALL – AS NOTED ABOVE

5. PLEDGE OF ALLEGIANCE

6. REPORT OUT OF CLOSED SESSION

- A. Conference with Legal Counsel - Potential Litigation
Significant Exposure to Litigation Pursuant to Gov. Code § 54956.9 (d)(2)
Two (2) Potential Case
- B. Public Employee Appointment (Gov. Code Section 54957) Title: Interim City Administrator
- C. Conference with Labor Negotiations (Gov't Code Section 54957.6)
Employee Organization: City of Angels Employee Association (Miscellaneous)
City of Angels Firefighter Association
City of Angels Employee's Association (Exempt)

DIRECTION GIVEN TO STAFF

7. APPROVAL OF THE AGENDA AS POSTED (OR AMENDED)

ACTION: MOTION TO APPROVE THE AGENDA BY COUNCIL MEMBER CHIMENTE, SECONDED BY COUNCIL MEMBER BROGLIO, PASSED 5 YES

8. PUBLIC COMMENT - **NONE**

9. CONSENT AGENDA

- A. Approve Draft Minutes of June, 04, 2024, Rose Beristianos, City Clerk
- B. Approve Draft Minutes of June 7, 2024, Rose Beristianos, City Clerk
- C. Approve Draft Minutes of June 10, 2024, Rose Beristianos, City Clerk
- D. AP Checks and Treasurer Report May 2024, Michelle Gonzalez, Finance Director

ITEM D PULLED BY MAYOR HERNDON

ACTION: MOTION TO APPROVE ITEMS A,B, AND C, BY COUNCIL MEMBER BROGLIO,SECONDED BY COUNCIL MEMBER SCHIRATO, PASSED 5 YES.

DISCUSSION ITEM D, US BANK CORP PAYMENT, DOLLAR GEN. \$1300 AND UNDERSTANDING

ACTION: MOTION TO APPROVE ITEM D, BY COUNCIL MEMBER MONCADA, SECONDED BY COUNCIL MEMBER SCHIRATO, PASSED 5 YES

10. REGULAR AGENDA

- A. Rural Recreation and Tourism Program - Utica Park Lightner Mine Expansion Project Update, Amy Augustine, City Planner

UPDATE GIVEN, NEWS LETTER REQUESTED OF COUNCIL, NO PUBLIC COMMENTS

- B. Public Hearing to Consider the Continuation of the Assessments for Fiscal Year 2024-25 for the Landscaping & Lighting District No. 2- Greenhorn Creek Assessment; Adoption of Resolution No. 24-52 Approving the Engineer's Report, Confirming the Diagram and Assessment, and Ordering the Continuation of Assessments for Fiscal Year 2024-25, Michelle Gonzalez, Finance Director

I. Receive Staff Report - **GIVEN**

II. Open Public Hearing - **OPENED**

III Receive Public Comment - **NONE**

IV. Closed Public Hearing – **CLOSED**

ACTION: MOTION TO APPROVE RESOLUTION AND REPORT BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER SCHIRATO, PASSED 5 YES

- C. Accept and Approve Resolution No. 24-49, for the Conditionally Awarded Grant Amount of \$28,031.00 from the CHP's Cannabis Tax Fund Grant Program (CTFGP), Scott Ellis, Police Chief

PUBLIC COMMENT:

BERNADETTE PUMROY, QUESTION ABOUT WHAT THE GRANT WAS FOR, ALSO WHAT IS USED TO DETERMINE IF THEY ARE UNDER THE INFLUENCE

COUNCIL DISCUSSION

ACTION: MOTION TO APPROVE BY VICE MAYOR MONCADA SECONDED BY COUNCIL MEMBER BROGLIO, PASSED 5 YES

- D. Conduct a Public Hearing on the Closeout of CDBG #20-CDBG-1202, for Angels Camp Fire Station Planning (\$250,000). Authorize the Submission of the Closeout Certification, Michelle Gonzalez, Finance Director

I. Receive Staff Report - **GIVEN**

II. Open Public Hearing - **OPENED**

III Receive Public Comment – **BERNADETTE PUMROY, ASKED ABOUT FUNDS HOW THEY CAN STILL BE USED TO HELP THE FIRE DEPARTMENT.**

IV. Closed Public Hearing – **CLOSED**

ACTION: MOTION TO ADOPT RESOLUTION NO. 24-55 OPTION #3, BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER CHIMENTE, PASSED 5 YES

- E. Adopt Resolution No. 24-54, Listing the Project to be Funded by SB1: Road Repair and Accountability Act, Michelle Gonzalez, Finance Director

ACTION: MOTION TO APPROVE RESOLUTION BY COUNCIL MEMBER SCHIRATO SECONDED BY COUNCIL MEMBER BROGLIO PASSED 4 YES 1 ABSTAIN

- F. Adopt the 2024/2025 Fiscal Year Budget and Capital Improvement Plan with Resolution No. 24-53, Michelle Gonzalez, Finance Director

PUBLIC COMMENT:

SEAN CONNELLY, SPOKE ABOUT HIS BUILDING PERMIT PROCESS, CONCERNS AND COSTS. ALONG WITH HIS THOUGHTS ON HAVING SOMEONE IN HOUSE.

DAN ALSO STOOD UP AND SPOKE ABOUT THE SAME CONCERNS SEAN HAD.

ACTION: MOTION TO APPROVE RESOLUTION BY VICE MAYOR MONCADA, SECONDED BY COUNCIL MEMBER PASSED

- 11. ADMINISTRATION REPORT – **MAYOR ANNOUNCED THAT REBECCA CALLEN TENURED HER RESIGNATION FROM THE CITY, COUNCIL WILL CONSIDER AN INTERIM CITY ADMINISTRATOR IN THE NEXT WEEK. MICHELLE SPOKE ABOUT THE PROJECT MEETING SHE HAD**

- 12. COUNCIL REPORT – **ALL REPORTED OUT**

- 13. CALENDAR

- 14. FUTURE AGENDA ITEMS

IN HOUSE CONTRACTORS

RATE STUDY

MARK TWAIN PARKING

COVID FUNDS

15. ADJOURNMENT

ACTION: MOTION TO ADJOURN THE MEETING AT 7:26PM BY COUNCIL MEMBER BROGLIO SECONDED BY COUNCIL MEMBER CHIMENTE PASSED, 5 YES

Jennifer Herndon, Mayor

Rose Beristianos, City Clerk



CITY COUNCIL SPECIAL MEETING DRAFT MINUTES

June 25, 2024 at 2:00 PM

Angels Fire House – 1404 Vallecito Road

AGENDA

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Mayor Jennifer Herndon | Vice Mayor Isabel Moncada

Council Members Alvin Broglio, Michael Chimento, Caroline Schirato

City Administrator | City Attorney Doug White

1. ROLL CALL – AS NOTED ABOVE
2. ADJOURN TO CLOSED SESSION
 - A. Public Employee Appointment (Gov. Code Section 54957) Title: Interim City Administrator
3. REGULAR AGENDA
4. PUBLIC COMMENT - NONE
5. REPORT OUT OF CLOSED SESSION
 - A. Public Employee Appointment (Gov. Code Section 54957) Title: Interim City Administrator

DIRECTION GIVEN TO STAFF

6. ADJOURNMENT

ACTION: MOTION TO ADJOURN THE MEETING AT 4:49PM BY VICE MAYOR MONCADA, SECONDED BY COUNCIL MEMBER BROGLIO, PASSED 5 YES

Jennifer Herndon, Mayor

Rose Beristianos, City Clerk



MEMORANDUM

City of Angels City Council

Date: 6/18/2024

To: City Council

From: Michelle Gonzales, Finance Director and Amy Augustine, AICP – City Planner

Re: **RESOLUTION 24-050 APPROVING AN AMENDMENT TO THE STANDARD AGREEMENT ISSUED UNDER THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CORONAVIRUS RESPONSE (CDBG-CV) ACCEPTING AN ADDITIONAL \$66,355.00**

Recommendation:

Approve Resolutions 24-050.

Background/Discussion:

The City received \$315,465 in Community Development Block Grant (CDBG) covid relief (CV) funds for the following projects located at Utica Park:

CDBG Grant	Purpose	Grant Amount	Surplus Requested
CV-2/3 00247	Add a bathroom near the existing kitchen to allow its use as a commercial kitchen during emergencies	\$197,520	\$49,355.00
CV-2/3	Kitchen upgrades to convert it to a commercial kitchen to be used during emergencies	\$49,941	0.00
CV-1	Add a generator to the kitchen to allow use during emergencies and install emergency signage	\$68,004	\$17,000.00
Total		\$315,465.00	\$66,355.00

The California Department of Housing and Community Development (HCD) had a small amount of Community Development Block Grant Coronavirus (CDBG-CV) funding remaining to encumber for existing construction projects that experienced unanticipated cost increases with a limit of 25% of the original project budget per request.

The City requested and was granted the additional \$66,355 in surplus funds to cover the following cost overruns:

1. \$49,355 towards the new bathroom. The lowest responsible bid was \$249,000 and has been awarded. It exceeded the CDBG budget by \$51,480. The remaining \$2,125 will be covered by the City's Rural Recreation and Tourism Grant.
2. \$17,000 towards banner poles and a new propane tank and lines in support of the kitchen generator. The installation of a generator for the commercial kitchen to support operations during emergencies required removing, replacing, upsizing and relocating the small propane tank previously adjacent to the kitchen. This cost was not anticipated and would be covered by the additional funds. Banner poles were design and engineered as part of the CDBG grant; however, insufficient budget did not allow for construction and installation. Requested funds would go towards those costs.
3. No additional funding is requested for kitchen equipment which has been purchased.

To amend the agreement, in accordance with state regulations, the resolution for amending the contracts must either be signed by the Mayor, or the City must have an ordinance whereby the Mayor can delegate that authority to the City Administrator. Pending an update to the municipal code, staff is recommending adopting the attached resolution to be signed by the mayor so that the City may proceed with executing grant agreements for these additional funds.

Strategic Plan Alignment

A3 Conservation & Open Space Protect the health and safety of people and property in the city from natural and man-made hazards. The funded improvements will assist in supporting the community during emergencies.

A8 Public Safety Prepare city staff, agencies, and citizens to respond in a coordinated and cooperative manner to emergency situations. The funded improvements will assist in supporting the community during emergencies. The grant funds will, in part, pay for a new propane tank to run the new generator at the Utica Park kitchen to support the community during emergencies.

C4 Public Facilities and Services Maintain or increase the levels of service currently available within Angels Camp for public works facilities and infrastructure including roads, sidewalks, drainage facilities, public buildings, and other public facilities. The funded improvements expand the use of the city's public kitchen for commercial, recreational and emergency uses in addition to improving park restrooms.

C7 Public Facilities and Services Maintain or increase the levels of service currently available within Angels Camp for park facilities and infrastructure. The funded improvements expand the use of the city's public kitchen for commercial, recreational and emergency uses in addition to improving park restrooms.

Financial Impact

\$49,355 in surplus funds for the new bathroom may be re-allocated to the City's Rural Recreation and Tourism Grant (Note: The addition of a second bathroom stall for \$60,000 was separately allocated from the general fund). \$17,000 will be used towards the replacement propane tank and the banner signs.

Attachment

- A. Resolution 24-050

**CDBG-CV Allocation of
Remaining Funding –
Jurisdiction Resolution**

Resolution of the Governing Body

RESOLUTION NO. 24-050

**A RESOLUTION APPROVING AN AMENDMENT TO THE STANDARD
AGREEMENT ISSUED UNDER THE 2020 COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM CORONAVIRUS
RESPONSE (CDBG-CV)**

BE IT RESOLVED by the City Council of the City of Angels as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California (“State”) of a Request for Additional Funds to fill gaps created by documented unanticipated cost increases. The funds would be added to its existing CDBG-CV Standard Agreement(s) with the State numbered 20-CDBG-CV1-00116 & 20-CDBG-CV2-3-00247 (the “Standard Agreement(s)”) pursuant to the State’s June 2020 CDBG-CV1 Notice of Funding Availability; December 2020 CDBG-CV2 and CV3 Notice of Funding Availability (NOFA); and/or the CDBG Method of Distribution as described in the State of California 2019-2020 Annual Action Plan August 2020 Second Substantial Amendment and the CDBG-CV Method of Distribution as described in the State of California 2019-2020 Annual Action Plan August 2020 Fifth Substantial Amendment.

The City previously approved the use of \$197,520 of Program Income for this CDBG-CV activity which was included in the (20-CDBG-CV2-3-00247) and by this resolution will use an additional amount not-to-exceed \$49,355 for a total commitment of \$246,875 of Program Income.

The City previously approved the use of \$68,004 of Program Income for this CDBG-CV activity which was included in the (20-CDBG-CV1-00116) and by this resolution will use an additional amount not-to-exceed \$17,000 for a total commitment of \$85,004 of Program Income.

List of Activity Funding:

Current Authorized amount(s) under Standard Agreement 20-CDBG-CV1-00116 & 20-CDBG-CV2-3-00247:

- CDBG-CV:

Department of Housing and Community Development
Version 11/15/2023

CDBG-CV

**CDBG-CV Allocation of
Remaining Funding –
Jurisdiction Resolution**

- Program Income:
 - 20-CDBG-CV-2-3-00247 \$197,520
 - 20-CDBG-CV1-00116 \$68,004
- Total: \$265,524

Amount of new CDBG-CV funds to be added to Standard Agreement 20-CDBG-CV1-00116 & 20-CDBG-CV2-3-00247:

- CDBG Not to exceed \$66,355
- Program Income:
 - 20-CDBG-CV-2-3-00247 \$49,355
 - 20-CDBG-CV1-00116 \$17,000
- Total: \$66,355

Total amount of amended Standard Agreement 20-CDBG-CV1-00116 & 20-CDBG-CV2-3-00247:

- CDBG Grant Not to exceed \$331,879
- Program Income:
 - 20-CDBG-CV-2-3-00247 \$246,875
 - 20-CDBG-CV1-00116 \$85,004
- Total: \$331,879

SECTION 2:

The City acknowledges compliance with all state and federal public participation requirements with respect to the proposed amendments to the Standard Agreement described in Sections 1 above.

SECTION 3:

The City hereby authorizes and directs the Mayor, or designee*, to execute and deliver all application(s), "Request(s) for Additional Funds," and/or amendments to the Standard Agreement and act on the City's behalf in all matters pertaining to all such application(s), "Request(s) for Additional Funds," and/or amendments.

SECTION 4:

If an amendment to the Standard Agreement is approved as contemplated above, the Mayor, or designee*, is authorized to enter into, execute, and deliver an amendment to

**CDBG-CV Allocation of
Remaining Funding –
Jurisdiction Resolution**

the Standard Agreement and any and all other documentation which may be required by the State from time to time for the purposes of this grant.

SECTION 5:

If an amendment to the Standard Agreement is approved, the Mayor, or designee*, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with this grant.

** Important Note: If the designee is signing any application, agreement, amendment, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement or any subsequent amendments thereto.*

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Angels held on June 18, 2024, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Jennifer Herndon, Mayor
City of Angels City Council

STATE OF CALIFORNIA

**CDBG-CV Allocation of
Remaining Funding –
Jurisdiction Resolution**

City of Angels

“I, Rose Beristianos, City Clerk of the City of Angels, State of California, hereby certify that (i) the above and foregoing is a full, true, and correct copy of a resolution duly adopted by said City Council on this 18th day of June, 2024; (ii) such resolution has not been amended, modified, repealed or rescinded since the date of its adoption; and (iii) such resolution remains in full force and effect.”

Rose Beristianos, City Clerk of the City of Angels,
State of California

By: _____
Name and Title

**EMPLOYMENT AGREEMENT
INTERIM CITY ADMINISTRATOR**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into by and between the City of Angels, a California municipal corporation (“City”) and Steven Williams, an individual (“Employee”). City and Employee may individually be referred to herein as “Party” or collectively as “Parties.” There are no other parties to this Agreement.

RECITALS

WHEREAS, City desires to employ Employee as its Interim City Administrator, temporarily, to carry out the duties and responsibilities of City Administrator as provided for by the City’s Municipal Code, in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

WHEREAS, Employee desires to accept employment as Interim City Administrator in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

WHEREAS, Employee’s employment is authorized by Government Code Sections 7522.56 and 21221(h), which permit the City Council to appoint a California Public Employee Retirement System (“CalPERS”) retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provide that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits, so long as it is a single appointment that does not exceed nine hundred sixty (960) hours in a fiscal year, inclusive of all hours worked for other CalPERS employers, unless an exception applies.

WHEREAS, Employee represents that he is a retired annuitant of CalPERS within the meaning of Government Code sections 7522.56 and 21221(h) and acknowledges that his compensation is statutorily limited by Government Code section 21221(h). Employee represents that, as of the effective date of this Agreement, as a retired annuitant he can work up to nine hundred sixty (960) hours for City within the fiscal year beginning July 1, 2024. With the execution of this Agreement, Employee affirms that he has not received unemployment insurance compensation arising out of prior employment from any contracting CalPERS Agency during the twelve (12) month period preceding the effective date of this Agreement.

WHEREAS, City, acting by and through the City of Angels City Council has determined that it is necessary to hire Employee, a retired annuitant, because the position of Interim City Administrator requires special skills, and Employee, by virtue of his knowledge, experience, administrative skills and abilities has those special skills.

NOW THEREFORE, in consideration of the mutual promises herein contained, City and Employee agree as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 12 of this Agreement, Sections 1 through 12 will prevail.

Section 2. Effective Date. This Agreement shall become effective as of July 3, 2024, once executed by both City and Employee (“Effective Date”).

Section 3. Appointment of Interim City Administrator, Duties, and Term.

3.1. Appointment. Employee accepts employment with City as its Interim City Administrator and shall perform all functions, duties, and services set forth in Section 3.3 [Duties] of this Agreement.

3.2. Term. Employee shall commence the performance of his duties as the Interim City Administrator at 8:00 A.M. on July 3, 2024. This Agreement shall expire upon the earlier of (i) one year of Employee’s appointment; (ii) Employee completing his nine hundred sixtieth (960th) hour in any fiscal year, inclusive of hours worked for any agency contracted with CalPERS; (iii) City’s appointment of an individual to the City Administrator position; or (iv) subject to the provision of Section 6 [Termination] of this Agreement.

3.3. Duties. Employee shall serve as Interim City Administrator under the terms of this Agreement and shall be vested with the powers, duties, and responsibilities set forth in Chapter 2.08 of the Angels Municipal Code (“MC”), the City Administrator Job Description, the City Personnel Policy, Rules, and Regulations (as may be amended from time to time) and under applicable California law. Employee shall further perform the functions and duties specified under the laws of the State of California, the MC, the then current ordinances and resolutions of the City, and such other duties and functions as the City Council may from time-to-time assign. The City Council may also designate Employee as the chief executive of other City-related legal entities, such as a redevelopment agency, financing authorities, or joint powers authorities.

Employee shall provide services at the pleasure of the City Council. The Interim City Administrator shall keep the City Council fully apprised of all significant ongoing operations of City. Employee shall function as the Chief Executive Officer of the City, will report directly to the City Council and will periodically, or as may be otherwise specifically requested by the City Council, provide status reports to the City Council on his activities and those of City. Employee shall provide such other services as are customary and appropriate to the position of Interim City Administrator, including attending after hour City and/or community events, together with such additional services assigned from time to time by the City Council as may be consistent with California law and the Municipal Code. Employee shall devote his best efforts and attention to the performance of these duties.

3.4. Employee’s Obligations. Employee agrees to comply with all other applicable laws, ordinances, regulations, and City rules and policies. Employee further agrees that Employee shall devote Employee’s productive time, abilities, and attention as necessary to the full accomplishment of Employee’s duties and the City’s business needs. Accordingly, Employee shall not hold secondary employment or engage in activities which conflict with, or present the appearance or possibility of conflicting with, City’s legitimate business interests. As such, Employee agrees that

Employee will notify the City Council in writing if Employee wishes to accept secondary employment sufficiently in advance to allow the City Council to determine whether there is the appearance of, or an actual conflict or potential conflict with the satisfactory performance of Employee's duties and/or the best interest of the City. Should the City Council make such a determination, Employee agrees that Employee will forgo the proposed secondary employment. Notwithstanding the foregoing, Employee shall have the right to volunteer for such nonprofit organizations as Employee may see fit, provided that such volunteer services shall not interfere with Employee's duties on behalf of the City.

Employee shall perform Employee's duties and responsibilities under this Agreement pursuant to the laws of the State of California and applicable City municipal codes and resolutions. Employee understands that Employee's duties may be amended from time to time by the City, as necessary to meet the City's needs. No modification or change in Employee's responsibilities, duties, or position shall otherwise change or revoke any other provision of this Agreement.

3.5. Exempt Employee. The general business hours for City employees are Monday through Friday, 8:00 A.M. to 4:00 P.M. However, it is recognized by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act (29 U.S.C., § 201 et seq.). Employee acknowledges that he does not have set hours of work and is expected to be reasonably available at all times and work such hours as may be necessary to fully accomplish his duties. As such, Employee shall not receive overtime or extra compensation for hours worked outside of City's general business hours which are necessary to fulfill the duties of the Interim City Administrator, unless otherwise provided in this Agreement.

Employee agrees to be reachable by telephone for consultation and advice when he is not physically present and working in City. Employee also agrees to respond to City for emergency situations. However, in no event shall Employee be required to work in excess of nine hundred sixty (960) hours per fiscal year for City, including hours worked for other contracted CalPERS Agencies during such fiscal years, unless an exemption applies.

Section 4. At Will.

Employee acknowledges that he is an at-will, temporary employee of City who shall serve at the pleasure of the City Council at all times during the period of his service hereunder. The terms of City's personnel rules, policies, regulations, procedures, ordinances, and resolutions regarding City administrative personnel (collectively "Personnel Policies"), as they may be amended or supplemented from time to time, shall not apply to Employee, unless otherwise required by law. Nothing in this Agreement is intended to, or does, confer upon Employee any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as expressly provided for in Section 3.2 [Term] or Section 6 [Termination] of this Agreement.

Section 5. Compensation.

5.1. Rate of Pay. For all services performed by Employee as the Interim City Administrator under this Agreement, City shall pay Employee an annual salary of One Hundred Fifty-Five Thousand, Four Hundred Forty and 00/100 Dollars (\$155,440.00) per year, which equals Twelve Thousand Nine Hundred Fifty-Three and 34/100 Dollars (\$12,953.34) per month or Seventy-four Dollars and 73/100 (\$74.73) per hour.

5.3. Compliance With CalPERS Requirements. It is the intent of the Parties to compensate Employee only to the extent permitted under Government Code Sections 7522.56 and 21221(h), and corresponding CalPERS regulations and policy statements. The rate of pay set forth in Section 5.1 [Rate of Pay] is based on the salary limitations established by CalPERS and is not less than the minimum, nor more than the maximum, rate of pay for the position of City Administrator as listed on the City's publicly available pay schedule.

5.4. Recordation and Reporting of Hours Worked. Employee will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for the City to CalPERS as may be required. City shall assist in any such reporting obligations to CalPERS. Additionally, Employee shall keep City continually apprised of any hours worked by Employee for other CalPERS Agencies during the term of this Agreement.

5.5. Benefits. Other than compensation as set forth in Section 5 of this Agreement, Employee will receive no other benefits, incentives, compensation in lieu of benefits, or other pay or compensation of any sort. Employee understands and agrees that he is not and will not be eligible to receive City provided benefits including any City group plans for hospital, surgical, or medical insurance, any City retirement programs, or any other job benefits available to employees in the regular service of City, except for Worker's Compensation Insurance coverage or similar benefits required by state or federal law.

5.6. Leave. Employee and City agree that Employee, in accordance with Government Code section 21221(h) and related CalPERS regulations, shall not be provided or accrue any personal time off, vacation, sick leave, administrative leave, paid holidays or similar leave benefits, unless otherwise required by state or federal law.

Section 6. Termination.

6.1. By City. This Agreement may be terminated by City with or without cause by providing five (5) days' written notice to Employee of such termination. City's only obligation in the event of such termination will be payment to Employee of all compensation then due and owing as set forth in Section 5.1 [Rate of Pay] up to and including the Effective Date of the termination. However, this Agreement may be terminated immediately if necessitated by changes to CalPERS statutory or regulatory requirements.

In the event Employee is terminated by the City Council for a reason which has been publicly disclosed and could stigmatize Employee's reputation or impair his ability to earn a living, Employee may, within seven (7) calendar days of receipt of the notice of termination, make a written request for a "name-clearing" hearing (as described in *Lubey v. City and County of San Francisco* (1979) and its progeny) before the City Council. Any such "name-clearing" hearing will be held in accordance with City's standard procedures and solely to provide Employee an opportunity to clear his name.

6.2. By Employee. This Agreement may be terminated by Employee for any reason thirty (30) days after providing written notice to City of such termination. City shall have the option, in its complete discretion, to make Employee's termination effective at any time prior to the end of

such period, provided City pays Employee all compensation as set forth in Section 5.1 [Rate of Pay] then due and owing through the last day actually worked.

6.3. Termination Obligations. After notice of resignation or termination, Employee shall cooperate with the City, as requested by the City, to affect a transition of Employee's responsibilities and duties and to ensure that the City is aware of all matters being handled by Employee. Additionally, Employee agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him in the course of his employment belongs to City and shall be returned within forty-eight (48) hours to City upon termination or expiration of Employee's Employment Agreement unless otherwise agreed upon by City. Employee's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

6.4. Proprietary Information. "Proprietary Information" is all information and any idea pertaining in any manner to the business of City (or any City affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of City in the course of his/her employment or otherwise produced or acquired by or on behalf of City. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside of City's organization, and all Proprietary Information known only through improper means, shall be deemed "Confidential Information." During Employee's employment by City, Employee shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of City and as is, or maybe, necessary to perform his job responsibilities under this Agreement. Following termination, Employee shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of City. Employee's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6.5. No Severance Pay. Employee shall not be entitled to severance pay, and Employee expressly waives all rights with respect to severance pay.

Section 7. Indemnification.

Subject to, in accordance with, and to the extent permitted by the California Government Claims Act [Government Code section 810 *et seq.*], City will indemnify, defend, and hold Employee harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during Employee's tenure as Interim City Administrator, except that this provision shall not apply with respect to any intentional tort or crime committed by Employee, or any actions outside the course and scope of his employment as Interim City Administrator. City shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a "per occurrence" basis, in sufficient amounts to ensure fulfillment of this hold harmless and indemnification clause. In the event City provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243 through 53243.4.

Section 8. Abuse of Office/Reimbursement to City.

Pursuant to Government Code section 53243, et seq., which became effective on January 1, 2012, if Employee is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (1) if Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse such amounts paid; (2) if City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Employee shall be required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from City shall be fully reimbursed to the City. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code.

Section 9. Bonding.

City shall bear the full cost of any bonds required of the Interim City Administrator under any law or ordinance.

Section 10. Acknowledgment.

Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

Section 11. Notices.

Any notice or communication required hereunder between City and Employee must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Angels
ATTN: City Clerk
P.O. Box 667
200 Monte Verde Street, Ste. B
Angels Camp, California 95222

and White Brenner LLP
ATTN: Douglas L. White
1608 T Street
Sacramento, California 95811

If to Employee: Steven Williams
P.O. Box 667
200 Monte Verde Street, Ste. B
Angels Camp, California 95222
w/cc: home address on file with City Administrative Services

Section. 12. General Provisions.

12.1. Council Approval/Modification of Agreement. Council Approval/Amendment. This Agreement is contingent on approval by the City Council. The terms and conditions of this Agreement may not be modified or amended at any time except by written agreement signed by both Parties and approved by the City Council.

12.2. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

12.3. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any Section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

12.4. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

12.5. Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any Section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

12.6. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other

actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

12.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

12.8. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

12.9. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

12.10. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Calaveras.

12.11. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret Sections of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

12.12. Status of Recruitment. City warrants that as of the Effective Date of this Agreement it has initiated the process for the recruitment of a permanent replacement to the City Administrator position.

[*Signature Page to Follow*]

IN WITNESS THEREOF, this Agreement has been entered into by and between City and Employee as of the Effective Date indicated above.

CITY:

City of Angels Camp, a California
Municipal Corporation

By: _____
Jen Herndon, Mayor

Date: _____

Approved as to Form and Content:

By: _____
Douglas White, City Attorney

Date: _____

EMPLOYEE:

Steven Williams



Steven Williams

Date: 06-28-2024



Visitors brought in \$269 Million into Calaveras County in 2023

\$23million increase over past year.
(\$246 in 2022 and \$216 in 2021)

Indications show that 2024 will garner even more visitor dollars.

These Statewide County figures come from Visit California and Dean Runyan and Associates.

2023/4 Marketing Highlights

- We are on target to surpass our goal of reaching 13K visitors face to face in our office in Angels Camp and Murphys
- Continue our affiliation with Gold Country Visitors Association and High Sierra Visitors Council, One West and Visit California
- We continue to work with Placer ai-data tracking and Madden Media, which drives traffic to our website
- New affiliations with KCRA television and USA Today
- Supported local events money back into the community
- Invited travel Influencers and created Familiarization Trips including interviews with NPR's Tom Wilmers and 26 international travel journalists and buyers
- 28 Calaveras travel articles and stories published in popular publications
- Created successful Back to Nature Calendar which allows us to market local events which have been set
- Print ads with: California Visitors Guide, Local Getaways, National Geographic UK, Nor Cal – 13 Northern California newspapers, Sac Town Magazine, Yosemite Journal
- Attended Visit California's Outlook Forum, Focus on AI and how it will effect the travel industry
- Creating The Wild and Scenic Film Festival for this Fall, Tales of Calaveras still getting viewers
- 60k Calaveras Visitors guides handed out, Approx. 80k downloaded digitally
- Social Media- Facebook 56k followers, over 8k followers on Instagram
- Thank you for our MOU detailing our partnership. It enables us to have our strategic goals in place. Thank you for allowing us to market our magical County and for your support

2023/4 BLOGS

- | | | | |
|--|---|---|--|
| <p>July
Calaveras Swimming Holes and Lakes;
Calaveras Loves Dogs!,
Calaveras' Museum Trail</p> <p>August
7 Reasons to Visit Mokelumne Hill;
Labor Day Three Day Weekend Fun;
Back to Nature - Fall</p> <p>September
7 Reasons to Visit Copperopolis;
Calaveras Unique October Events;
World Class Golf Hidden in the Sierra Foothills;
Where to Find Fall Colors in Calaveras</p> | <p>October
Fall Mountain Biking,
Haunted Calaveras,
Spooktacular Halloween Events in Calaveras</p> <p>November
Calaveras Thanks Veterans;
Calaveras Holiday Events & Meals in Calaveras;
10 Things to Do in Calaveras on Christmas Vacation;</p> <p>December
Calaveras Holiday Shopping Guide;
Ring in the New Year in Calaveras;
Let It Snow - All the Snow Play in Calaveras</p> | <p>January
We Got to Move It - Calaveras Style;
Discover Calaveras: Valley Springs;
Family Friendly Ideas for Winter Activities;
Discover Calaveras: Mountain Ranch,
San Andreas, & West Point</p> <p>February
Love Calaveras;
Discover Calaveras: Angels Camp;
Biking in Calaveras;
Wildflowers in Calaveras - The Daffodils are Here!</p> <p>March
Discover Calaveras: Murphys;
Discover Calaveras: Mokelumne Hill;
Calaveras Museums
Womens History</p> | <p>April
Come Celebrate Spring Wine Weekend;
Discover Calaveras: Arnold, Camp Connell,
Dorrington, & the Ebbetts Pass Scenic Byway;</p> <p>May
Calaveras County Fair & the Jumping Frog Jubilee;
How do They Jump So Far - Secrets of the Frog Jump</p> <p>Upcoming:
May - Camping in Calaveras;
Calaveras Summer Concert Season;
Calaveras Farmers Markets
(Angels Camp, Murphys, Mountain Ranch)
June
Fishing & Father's Day: Calaveras Big Trees,
July 4th Events;
Shakespeare on the Vine & Calaveras' Live Theatre Scene</p> |
|--|---|---|--|

Where the majority of our visitors are from:

San Francisco, Berkeley, Roseville, San Jose, Santa Clara, International Visitors, Oakland, Sacramento, Folsom, Sunnyvale, United Kingdom are the largest group

The CVB contracted with Placer AI to collect data of how many people come into the county, where they visit, how long they stay, and where they come from. This tool allows the CVB to spend marketing dollars efficiently by targeting individual markets and zip codes.

District 1/5: Included in 17 blogs
District 2: Included in 18 blogs
District 3: Included in 26 blogs
District 4: Included in 23 blogs

CALAVERAS VISITORS BUREAU

Budget Overview: Budget_FY25_P&L - FY25 P&L Classes

July 2024 - June 2025

	ACALAVERAS VISTORS BUREAU	ANGELS CAMP MUSEUM	TOTAL
Income			
aaTOT Income			\$0.00
aaTOT Funding Calaveras County	400,000.00		\$400,000.00
aaTOT Funding City of Angels	73,000.00	15,000.00	\$88,000.00
Total aaTOT Income	473,000.00	15,000.00	\$488,000.00
Guide Participant Income			
Additional Listings	5,500.00		\$5,500.00
Advertising	35,000.00		\$35,000.00
Enhanced Listings	500.00		\$500.00
New Listings	1,000.00		\$1,000.00
Renewal Listings	24,000.00		\$24,000.00
Total Guide Participant Income	66,000.00		\$66,000.00
Museum Income			
Admissions		72,000.00	\$72,000.00
City Museum Contribution		50,000.00	\$50,000.00
Total Museum Income		122,000.00	\$122,000.00
Other Income			
Credit Card Rewards	1,000.00		\$1,000.00
Total Other Income	1,000.00		\$1,000.00
Sale Income	45,000.00		\$45,000.00
Total Income	\$585,000.00	\$137,000.00	\$722,000.00
Cost of Goods Sold			
5000 Cost of Goods Sold			\$0.00
Cost of Sale Items	25,000.00		\$25,000.00
Credit Card Fee	3,000.00	875.00	\$3,875.00
Shipping & Freight	2,000.00		\$2,000.00
Total 5000 Cost of Goods Sold	30,000.00	875.00	\$30,875.00
Total Cost of Goods Sold	\$30,000.00	\$875.00	\$30,875.00
GROSS PROFIT	\$555,000.00	\$136,125.00	\$691,125.00
Expenses			
6560 Payroll Expenses			\$0.00
CVB Wages	224,480.00		\$224,480.00
Employee Training	100.00	100.00	\$200.00
Health Insurance	17,300.00		\$17,300.00
Museum Wages		60,375.00	\$60,375.00
Payroll Processing	2,300.00	1,100.00	\$3,400.00
Payroll Taxes	24,000.00	6,500.00	\$30,500.00
Total 6560 Payroll Expenses	268,180.00	68,075.00	\$336,255.00
CVB/Museum Office expense			
Building/Exhibit Maintenance		11,375.00	\$11,375.00
Drinking Water	400.00	100.00	\$500.00
Equip Lease	1,750.00	1,500.00	\$3,250.00
Equip Maint & Repair	500.00	500.00	\$1,000.00

CALAVERAS VISITORS BUREAU

Section 7, Item B.

Budget Overview: Budget_FY25_P&L - FY25 P&L Classes

July 2024 - June 2025

	ACALAVERAS VISTORS BUREAU	ANGELS CAMP MUSEUM	TOTAL
Gifts	500.00		\$500.00
Landscaping		5,500.00	\$5,500.00
Murphys CVB Office	12,000.00		\$12,000.00
New Equipment		300.00	\$300.00
Office Supplies	1,500.00	1,500.00	\$3,000.00
Pest and Weed Control		3,800.00	\$3,800.00
Postage	400.00	100.00	\$500.00
Printing	250.00		\$250.00
Security		6,000.00	\$6,000.00
Staff Meetings & Development	3,000.00		\$3,000.00
Telephone	2,650.00	2,650.00	\$5,300.00
Utilities		18,000.00	\$18,000.00
Total CVB/Museum Office expense	22,950.00	51,325.00	\$74,275.00
DMO Education			\$0.00
DMA CEO Forum	2,500.00		\$2,500.00
DMA Tech Conference	2,500.00		\$2,500.00
Outlook Forum	2,500.00		\$2,500.00
Total DMO Education	7,500.00		\$7,500.00
Financial Services			\$0.00
Accounting Fees - W & E	4,500.00	500.00	\$5,000.00
Bank Fee	170.00		\$170.00
Bookkeeping - Sturm Solutions	7,300.00	500.00	\$7,800.00
Legal Fees	900.00		\$900.00
Total Financial Services	12,870.00	1,000.00	\$13,870.00
Insurance			\$0.00
Business	650.00		\$650.00
Directors & Officers	1,200.00		\$1,200.00
Workers Compensation	1,100.00	600.00	\$1,700.00
Total Insurance	2,950.00	600.00	\$3,550.00
Marketing			\$0.00
Calaveras Film Commission			\$0.00
Film Package & Website	3,000.00		\$3,000.00
Location Manager Scout	3,000.00		\$3,000.00
Total Calaveras Film Commission	6,000.00		\$6,000.00
Digital Marketing Tools			\$0.00
Facebook Advertising	1,200.00		\$1,200.00
Madden Media	33,000.00		\$33,000.00
Placer AI	30,000.00		\$30,000.00
Social Media Marketing	18,000.00		\$18,000.00
Total Digital Marketing Tools	82,200.00		\$82,200.00
Dues & Subscriptions			\$0.00
DMA West-Western Assoc of CVBs	800.00		\$800.00
Dropbox	250.00		\$250.00

CALAVERAS VISITORS BUREAU

Section 7, Item B.

Budget Overview: Budget_FY25_P&L - FY25 P&L Classes

July 2024 - June 2025

	ACALAVERAS VISTORS BUREAU	ANGELS CAMP MUSEUM	TOTAL
FLICS	300.00		\$300.00
GCVA Map & PR	500.00		\$500.00
Gold Country Visitors Assoc.	1,000.00		\$1,000.00
High Sierra Visitors Council	2,500.00		\$2,500.00
Museum Dues and Subscription		125.00	\$125.00
Software Subscription	6,900.00		\$6,900.00
Total Dues & Subscriptions	12,250.00	125.00	\$12,375.00
Museum Marketing		15,000.00	\$15,000.00
Outreach Marketing			\$0.00
Calaveras Event Promotions	5,000.00		\$5,000.00
NPR Radio	16,000.00		\$16,000.00
Total Outreach Marketing	21,000.00		\$21,000.00
Print Ads			\$0.00
California Visitors Guide	4,100.00		\$4,100.00
Local Getaways	5,000.00		\$5,000.00
National Geographic UK	3,500.00		\$3,500.00
NorCal	2,500.00		\$2,500.00
SacTown	8,800.00		\$8,800.00
Yosemite Journal	7,500.00		\$7,500.00
Total Print Ads	31,400.00		\$31,400.00
Public Relations			\$0.00
Board Development	450.00		\$450.00
Meetings/Mileage	2,500.00		\$2,500.00
Promotions	1,000.00		\$1,000.00
Total Public Relations	3,950.00		\$3,950.00
Travel Writer Familiarizations			\$0.00
Media/Film Fam Trips	5,000.00		\$5,000.00
Visit CA Fam Trips	2,500.00		\$2,500.00
Total Travel Writer Familiarizations	7,500.00		\$7,500.00
Visitors Guide			\$0.00
Layout	6,000.00		\$6,000.00
Printing Cost	50,000.00		\$50,000.00
Visitors Guide Delivery	11,000.00		\$11,000.00
Total Visitors Guide	67,000.00		\$67,000.00
Website			\$0.00
Website Enhancements	1,500.00		\$1,500.00
Website Hosting	7,500.00		\$7,500.00
Total Website	9,000.00		\$9,000.00
Total Marketing	240,300.00	15,125.00	\$255,425.00
Taxes			\$0.00
Property Tax	250.00		\$250.00
Total Taxes	250.00		\$250.00
Total Expenses	\$555,000.00	\$136,125.00	\$691,125.00

CALAVERAS VISITORS BUREAU

Section 7, Item B.

Budget Overview: Budget_FY25_P&L - FY25 P&L Classes

July 2024 - June 2025

	ACALAVERAS VISTORS BUREAU	ANGELS CAMP MUSEUM	TOTAL
NET OPERATING INCOME	\$0.00	\$0.00	\$0.00
NET INCOME	\$0.00	\$0.00	\$0.00



MEMORANDUM

City of Angels City Council

Date: July 2, 2024

To: City Council

From: Amy Augustine, AICP – Contract City Planner

Re: Rural Recreation and Tourism Program - Utica Park Lightner Mine Expansion Project Update

Recommendation:

Acknowledge and accept updates.

Background:

Consistent with direction from the City Council, attached is an update on the above-captioned project through June 25, 2024.

Strategic Plan Alignment

A4: Economic Development: Promote a wide variety of economic opportunities consistent with the city's social, cultural, environmental, and aesthetic resources. The proposed Rural Recreation and Tourism grant park project is intended to increase tourism through park enhancements including a stage, historical (cultural) interpretation trail, and improved pavilion for outdoor events. A new children's playground, adult/teen exercise equipment, bocce courts, hardcourts, improved pavilion and stage are intended to encourage social interactions with local theatre productions, local musical performances, movies in the park and enhanced outdoor spaces for other local events.

A5: Economic Development: Maintain and enhance the city's economic vitality while conserving the city's social, cultural, environmental, and aesthetic resources. See above.

B2 Community Identity: Design new development to be compatible with the natural, scenic, and cultural resources and rural character of Angels Camp. The Community Stakeholders Design Committee will assist with park design to ensure compatibility with cultural resources and rural character.

C7: Public Facilities and Services: Maintain or increase the levels of service currently available within Angels Camp for park facilities and infrastructure. The project will increase the size of Utica Park by 3.8± acres, add or improve numerous park amenities, and upgrade and expand infrastructure increasing the level of park facilities available to all age groups and ability levels for residents and visitors.

Discussion

Construction

Through the first weeks in July, curbing will be placed surrounding the proposed playground and surfacing will be installed. Initial installation of playground materials will occur. Plugging two vertical shafts will occur. Final grading for the new bathrooms is expected for completion. A discussion related to capping versus fencing the mine shafts is before the City Council July 2, 2024.

Design and Build Contract Process

Boyer Construction was selected to design and build the project. A design and build contract is unlike a construction-only contract. Construction-only contracts generally are used to construct a new road, widen an existing road, construct a new bridge, construct a new building. Construction-only contracts are awarded after construction documents are complete (i.e., detailed construction drawings and building plans) and all necessary permits have been reviewed and are issued (e.g., building permits, grading permits). At that point, a Notice to Proceed “NTP” is normally issued under a construction-only contract. The Utica Park/Lightner Mine Expansion Project is NOT one of those projects. It is a design and build project.

As a design and build contract, the park renovation requires a design phase first, followed by the creation of construction documents, followed by construction. Finalizing a site plan for this project was contingent upon completing geotechnical evaluations. The City approved a site plan April 16, 2024. This was followed by finalizing a survey to ensure the approved site plan could move forward. This was accomplished April 30, 2024. **A notice to proceed was issued and became effective on May 14, 2024, for 307 workdays.**

Park construction will be phased. This means park construction will begin before 100% of all park construction documents are completed. Construction will be consecutive. Construction for each element will commence upon completion of plans for that park element. Because the site plan for the playground was approved months ago, playground construction requires relatively minimal grading, and all park equipment was ordered in April with an expectation of delivery 12 weeks later (i.e., July).

While playground construction is being completed, plans for the next targeted park amenity will be completed so that construction on the next park element can begin...and so on and so on and so on until the park is completed. Following playground construction, it is anticipated, subject to change, that underground work for utilities in the existing park will occur followed by installing the new bathrooms, mine remediation and design of the outdoor stage and pavilion.

Activity summary:

- The park’s Constant Contact e-mail notification database created for persons interested in park updates, newsletters, status reports includes 201 individuals. Please send an e-mail to cda@angelscamp.gov with a subject line “Utica Park” to receive notifications.
- Wood for park benches from the walnut trees is at the mill. It is anticipated that approximately 3-4 benches will be produced. A final cost for each is nearly complete.
- Parties interested in sponsoring a memorial tree or a memorial bench are encouraged to submit their name to cda@angelscamp.gov. To date, there are eight individuals expressing interest, some for multiple trees or benches. Signing up does not commit individuals to a purchase. Interested persons will be notified once costs are determined.
- Staff is requesting that anyone with a brand from a local ranch contact planning@angelscamp.gov. The city would like to incorporate local brands into one or more of the benches being constructed for the park. Staff has three sign-ups for local brands and has reached out to the Cattleman’s Association (Nicolas Valente) and Farm Bureau (Toni Ann Fischer) for additional interest.
- The interpretive sign committee met April 30, 2024. The Committee is editing content and selecting photos for 8 interpretive signs. Committee members are Judith Marvin (historian), Tad Folendorf (historian), James G. Respass, Ph.D. (graphic design), Amy Augustine, Rebecca Callen. Interpretive sign language for the Mother Lode Belt, Lightner Mine, Utica Mine, persons associated with the mines, and Nationalities represented in the has been drafted. Overview of a working mine, and supplemental information related to Mark Twain is pending. QR codes are also proposed for various locations and on interpretive signs to provide additional information. The concept sign design was presented to the Community Stakeholders Design Committee 3/20/24. Signage will be brought back to the Stakeholders Design Committee in May (tentatively June 25th).
- Monuments, Dedications, and Relocations. Staff has met with all individuals or organizations associated with each monument to ensure they are handled properly. Surviving relatives of fallen soldiers on the

veteran’s memorial plaque have been contacted individually and their input will be followed for any potential relocation and rededication. Boyer is aware of all restrictions related to moving and conserving park monuments.

- The “gateway” monumentation (mining equipment) near Napa was reviewed by the City of Angels Planning Commission. The Planning Commission approved relocating the equipment. Interpretive signage for the equipment will be added at its new location.

Financial Impact

See attached budget.

Attachments

- A. Approved Site Layout
- B. Timeline
- C. Budget

Utica Park Expansion May 2024				Work Breakdown Structure - All Activities															
#	Activity ID	Activity Name	Original Duration	Start	Finish	May	Jun	Jul	Aug	2024	Sep	Oct	Nov	Dec	2025	Jan	Feb	Mar	Apr
1	Utica Park Expansion May 2024			424	23-May-23 A	14-Mar-25													
2	Project Milestones			0															
3	Time Impact Assessment			196	27-Jun-23 A	01-May-24													
4	Time Impact 001 - Geo Tech Analysis			196	27-Jun-23 A	01-May-24													
5	Design Phase			241	23-May-23 A	02-Jul-24													
6	Construction Phase			228	01-May-24	14-Mar-25													
7	M-001	Mobilize	0	01-May-24															
8	M-150	Environmental Pre-con - City training (live oak)	1	01-May-24	01-May-24														
9	M-160	Protect in place/ Plant Protection / Demo Pre-con's	1	02-May-24	02-May-24														
10	Site Work			196	04-Jun-24	04-Mar-25													
11	Civil Mitigation - Mine Closures - Zone C			21	04-Jun-24	02-Jul-24													
12	B123-220	Ground Breaking Ceremony	1	04-Jun-24	04-Jun-24														
13	B123-100	Demo & Safe Off	5	05-Jun-24	11-Jun-24														
14	B123-110	Rough Grading - Playground Area	10	05-Jun-24	18-Jun-24														
15	B123-320	Install mine plugs	15	12-Jun-24	02-Jul-24														
16	Phase I - South End of Site (Playground Area)			95	19-Jun-24	29-Oct-24													
17	Playground Area			70	19-Jun-24	24-Sep-24													
18	B123-120	Playground Contractor to install playground (by others)	35	19-Jun-24	06-Aug-24														
19	G-150	Walls and trail stabilization	15	07-Aug-24	27-Aug-24														
20	B123-190	Entry Stairs	20	28-Aug-24	24-Sep-24														
21	Modular Restroom install			30	28-Aug-24	08-Oct-24													
22	RR1-260	Modular Restroom Installation	30	28-Aug-24	08-Oct-24														
23	Gym			15	09-Oct-24	29-Oct-24													
24	B123-130	Park Gym Installation	15	09-Oct-24	29-Oct-24														
25	Phase II - Remainder of Park			175	03-Jul-24	04-Mar-25													
26	B123-350	Lightner Site - Rough Grading	5	03-Jul-24	09-Jul-24														
27	B123-340	Parking Lot Reconfiguration	25	24-Jul-24	27-Aug-24														
28	B123-200	Pavillion Renovation	30	28-Aug-24	08-Oct-24														
29	B123-360	Lightner Site - Finish Grading	5	28-Aug-24	03-Sep-24														
30	B123-180	Site Concrete	22	09-Oct-24	07-Nov-24														
31	AMP-200	Amphitheater	50	23-Oct-24	31-Dec-24														
32	B123-140	Bocce Court	10	30-Oct-24	12-Nov-24														
33	L-157	Historical equipment & Par-course	12	08-Nov-24	25-Nov-24														
34	BR-360	Sports Court	25	01-Jan-25	04-Feb-25														
35	L-054	Interpretive Trail - Exercise Trails	10	01-Jan-25	14-Jan-25														
36	L-050	Interpretive Trail - ADA trails	10	01-Jan-25	14-Jan-25														
37	L-220	Site Signage	5	15-Jan-25	21-Jan-25														
38	KI-001	Kiosk	5	22-Jan-25	28-Jan-25														
39	Underground Utilities			30	10-Jul-24	20-Aug-24													
40	B123-150	Storm Drain	10	10-Jul-24	23-Jul-24														
41	UG-500	Sanitary Sewer - Tie ins	5	24-Jul-24	30-Jul-24														
42	B123-160	Site Electrical	20	24-Jul-24	20-Aug-24														
43	B123-330	Relocate Bulbout Utilities	10	24-Jul-24	06-Aug-24														
44	B123-170	Domestic Water	5	31-Jul-24	06-Aug-24														
45	Planting and Landscape			20	05-Feb-25	04-Mar-25													
46	L-310	Planting and Hydroseed at DS	10	05-Feb-25	18-Feb-25														
47	L-320	Planting and Hydroseed at RS	10	05-Feb-25	18-Feb-25														
48	L-370	Planting and Hydroseed at MC	5	19-Feb-25	25-Feb-25														
49	L-330	Planting and Hydroseed at OS	10	19-Feb-25	04-Mar-25														
50	Shade Structures (Add AIts)			18	15-Jan-25	07-Feb-25													
51	RS-900	Shade 1 - Add AIt	18	15-Jan-25	01-Feb-25														
52	RS-910	Shade 2 - Add AIt	5	03-Feb-25	07-Feb-25														
53	Completion and Commissioning			13	26-Feb-25	14-Mar-25													
54	COMPL-130	Contractor Completes Buildings	0		26-Feb-25														
55	COMPL-140	Owner Punch-list Creation	5	26-Feb-25	04-Mar-25														
56	COMPL-170	Punch-list Resolution	10	26-Feb-25	11-Mar-25														
57	COMPL-120	Contractor Completes Site Work	0		26-Feb-25														
58	COMPL-100	Record Drawings and closeouts	0	26-Feb-25	26-Feb-25														
59	COMPL-160	De-Mobilization	5	26-Feb-25	04-Mar-25														
60	COMPL-180	Final Clean-up	3	12-Mar-25	14-Mar-25														
61	COMPL-900	Substantial Completion	0		14-Mar-25														
62	COMPL-999	Final Completion	0		14-Mar-25														



MEMORANDUM

City of Angels City Council

Date: July 2, 2024

To: City Council

From: Amy Augustine, AICP – City Planner

Re: Discussion and Direction on Fencing versus Capping Shafts for Utica Park / Lightner Mine Expansion Project and approve Change Order #1 for Boyer

Recommendation:

Direct staff to:

- A. Proceed with either fencing or a slab over the Old Lightner Mine Shaft
- B. Proceed with either retaining the existing slab “as is” or pouring a new reinforced slab for the Utica Mine Shaft (existing cement pad in Utica Park)
- C. Approve Change Order #1 for Boyer to undertake geotechnical remediation for the Utica Park/Lightner Mine Expansion Project using American Rescue Plan (ARPA) Funds budgeted for this purpose.

Background:

The City hired GeoCon to investigate potential geotechnical issues associated with the Utica and Lightner mines and recommend remediation to allow for park construction to proceed safely.

Strategic Plan Alignment:

Conservation & Open Space: Protect the health and safety of people and property in the city from natural and man-made hazards. The proposed project is intended to protect the safety of people in the city from man-made hazards (mining structures).

Discussion

The GeoCon report recommended the actions in the following table. Boyer provided cost estimates for each item and included an alternative for fencing for some items to allow for Council to assess cost/benefits. Because fencing estimates were more expensive than plugging the raise portal and vertical shaft portal, staff authorized Boyer to proceed with capping the two shafts identified to avoid project delays.

Costs of geotechnical remediation were not included in Boyer’s contract. Change order (#1) for the proposed scope of work is requested.

Item	GeoCon Recommendation	Cost GeoCon Recommendation	Cost Fencing (Chain link versus decorative wrought iron)	Staff Recommendation
New Lightner Shaft (shaft adjacent to highway)	Fence	\$57,960	(Decorative wrought shown in cost)	Approve \$57,960 expenditure to excavate, establish concrete footings and install a 6' high decorative metal fence with one 3' wide man gate. Cost excludes rock excavation, if necessary/a/
Raise portal	Plug (cement)	\$21,900	\$30,629 chain link \$51,414 Wrought Iron	Staff issued notice to proceed for Boyer to avoid project delays (\$21,900)
Vertical Shaft portal	Plug (cement)	\$29,400	\$29,952 chain link \$48,450 Wrought iron	Staff issued notice to proceed for Boyer to avoid project delays. (\$29,400)
Old Lightner Shaft (Shaft at bottom of expansion parcel)	Slab (Cement)	\$80,628	\$63,300 chain link \$97,740 Wrought Iron	Complete slab – To do so at a future date would be more expensive. Fencing would preclude use of this portion of the site.
Utica North Shaft (Existing shaft in Utica Park)	Replace slab with reinforced slab	\$44,514	N/A	Council may wish to retain the existing slab "as is"
Slab Design (Land and Structure)	(Old Lightner and Utica North)	\$4,000	N/A	
Total		\$238,402.00		

Note: Costs exclude GeoCon design and inspection costs approved under separate contract

/a/ Potential costs of excavating in rock (for foundations for fence posts) cannot be determined

Financial Impact:

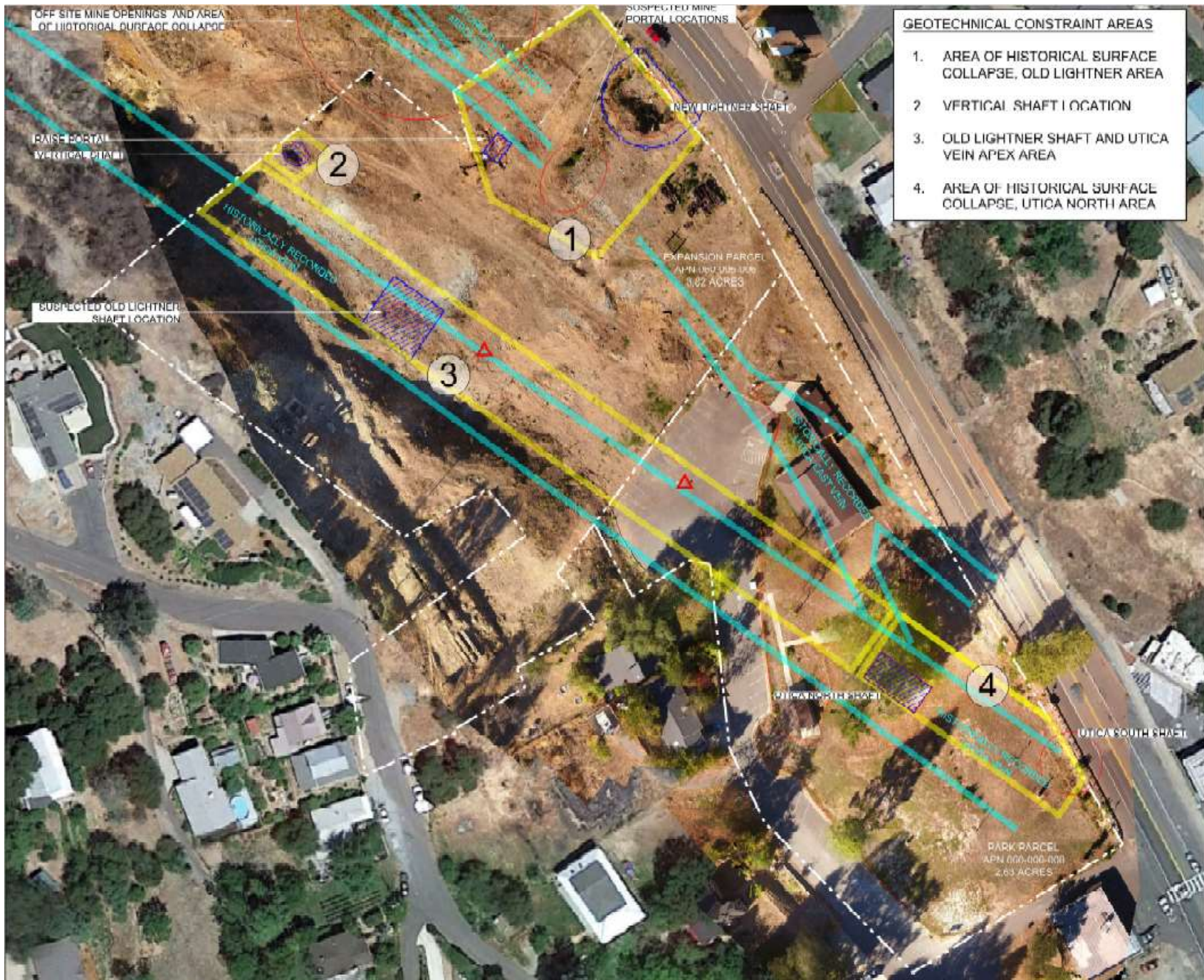
The City budgeted \$400,000 for cost overruns using the city's ARPA funds. It was anticipated that these funds would be used to address geotechnical issues. Sufficient budget remains for performing all GeoCon recommended actions at a cost of \$238,402. Should the Council decide to forego replacing the existing slab at the Utica North Shaft, total cost for remediation in accordance with GeoCon recommendations would be reduced to \$193,888.

Attachments

Map of remediation locations

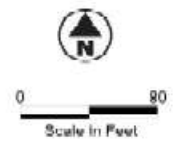
Mine Feature	Exploratory Location Reference (Figure 5)	Constraint Area (Figure 6)	Proposed Mitigation	Approximate Dimensions (feet)
New Lightner Shaft Portal	n/a	1	Fence	50 x 60
Raise Portal	T24-07	1	Plug	8 x 10
Vertical Shaft Portal	T24-04	2	Plug	20 x 25
Old Lightner Shaft Portal	T24-01	3	Slab	50 x 50
Utica North Shaft Portal	n/a	4	Slab	25 x 50

Utica/Lightner Mine Shaft Remediation



- GEOTECHNICAL CONSTRAINT AREAS**
1. AREA OF HISTORICAL SURFACE COLLAPSE, OLD LIGHTNER AREA
 2. VERTICAL SHAFT LOCATION
 3. OLD LIGHTNER SHAFT AND UTICA VEIN APEX AREA
 4. AREA OF HISTORICAL SURFACE COLLAPSE, UTICA NORTH AREA

- LEGEND:**
- PARCEL BOUNDARY
 - △ LOCATION OF GROUND SUBSIDENCE
 - MINE FEATURE
 - HISTORICALLY RECORDED BOUNDARY OF GOLD BEARING ZONE
 - GEOTECHNICAL CONSTRAINT AREA
 - PROPOSED FENCE
 - ▨ PROPOSED CONCRETE CAP / PLUG



Drone aerial photo mosaic prepared by Boyer Construction. Map scale is approximate. Boundary and feature locations were not determined by survey and are not to be relied upon for construction. Features must be identified and surveyed in the field.

GEOCON
 CONSULTANTS, INC.
 3160 GOLIAD VALLEY DRIVE, SUITE 800, RANCHO CORNOVA, CA 95729
 PHONE: 916.852.9118 - FAX: 916.852.9192

Utica Park Expansion Project
 Angels Camp,
 California

GEOTECHNICAL CONSTRAINTS



LIGHTNER MINE (Expansion Area)

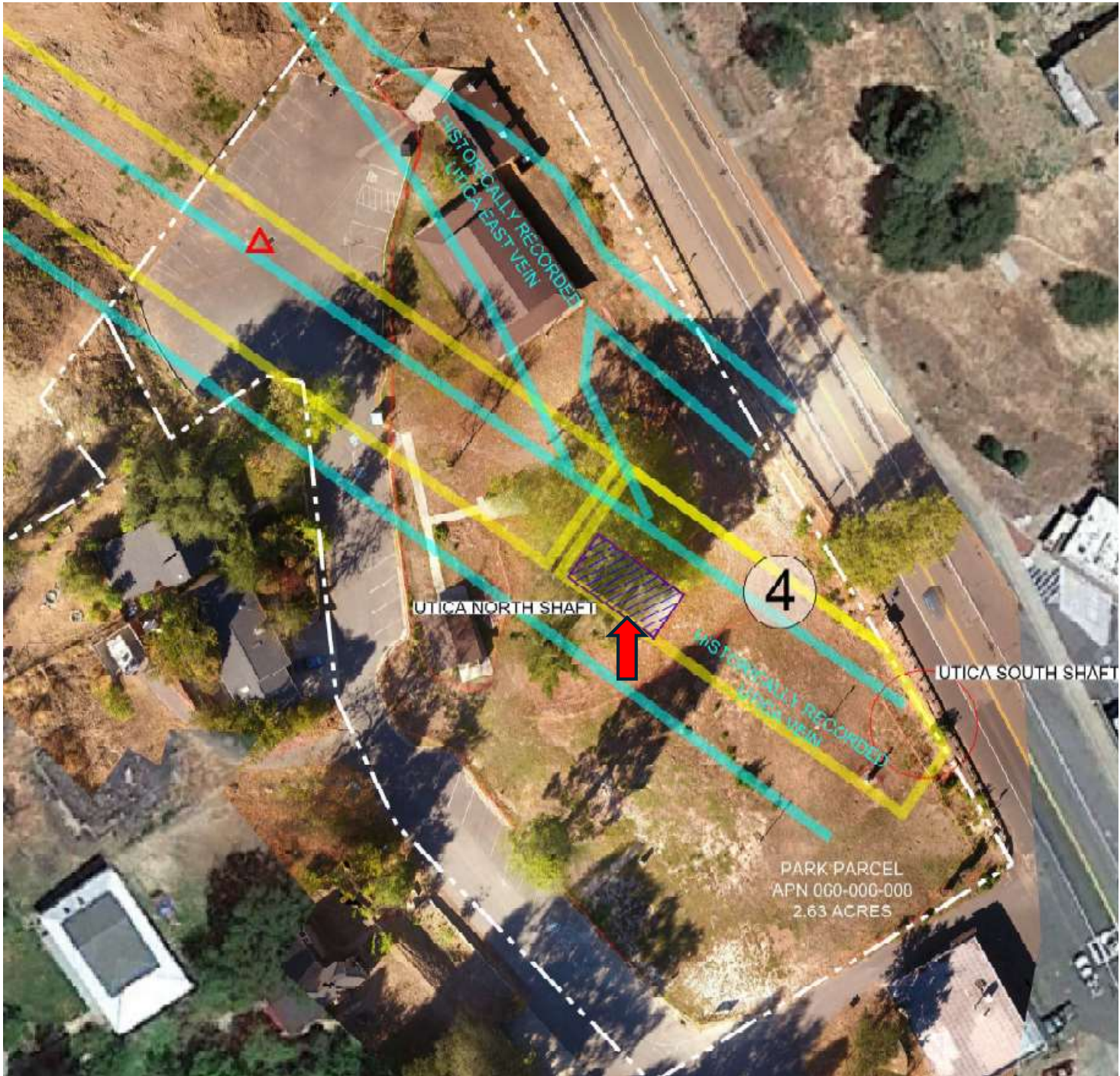
Section 7, Item D.

Fence: New Lightner
 Slab: Old Lightner
 Cap: 1 Portal
 Cap: 2 Portal

UTICA (Existing Park)

Section 7, Item D.

Slab: over existing slab
(north shaft)



Roles



GEOCON - CAP DESIGN
AND ON-SITE
MONITORING



LAND AND STRUCTURE -
SLAB DESIGN



BOYER - CAPPING AND
SLAB CONSTRUCTION



CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

DATE: July 2, 2024

TO: City Council

FROM: Michelle Gonzalez, Finance Director

RE: ADOPTION OF RESOLUTION 24-56 ESTABLISHING THE FISCAL YEAR 2023-24 GANN APPROPRIATIONS LIMIT FOR THE CITY OF ANGELS

RECOMMENDATION:

Adopt Resolution No. 24-56, authorizing the appropriations limit at \$4,506,465 for the Fiscal Year 2024-25.

BACKGROUND:

In 1979, Proposition 4 was approved by voters, which required limits or ceilings on the appropriations of tax proceeds that can be made by government entities. As such, the State established Article XIII B of the State Constitution, which requires each government agency to establish an Appropriations Limit (sometimes referred to as the Gann Limit). Subsequently, procedures in the calculation of the Appropriations Limit and the appropriations subject to the limit have been modified by the approval of Propositions 98 and 111. Ultimately, the effect of the limit is to require government agencies to return tax revenues to taxpayers if actual appropriations, as adjusted by regulatory exclusions, exceed the calculated limit.

Each year the City Council is required to authorize the Gann Appropriations Limit for the upcoming fiscal year. Limits are calculated as the previous year’s Appropriations Limit adjusted by factors for the change of personal income within the State and the greater of the change of population within the City or within the County.

DISCUSSION:

The Appropriations Limit approved for the fiscal year 2023-2024 was \$4,355,563. The Per Capita Personal Income increased by 3.62% and the County’s population increased by 0.00%. This would establish the new limit for the fiscal year 2024-2025 as \$4,506,465, calculated as follows:

$$\$4,355,563 \times (1.0346 \times 1.0000) = \$4,506,465$$

FINANCIAL IMPACT:

There is no financial impact related with this item since expected appropriations for the fiscal year will not exceed the recommended limit to be established by City Council.

ATTACHMENTS:

1. Resolution No. 24-56
2. Gann Limit Trends



Home of the Jumping Frog - Angelscamp.gov

Schedule of Gann Limit Revisions by Fiscal Year

Fiscal Year	Beginning Gann Limit	Tax Increase Adjustment ⁽²⁾	Prior Year Gann Limit, As Revised	Price Factor PCPI	County Population Factor ⁽¹⁾ CP	City Population Factor ⁽¹⁾ CP	Factor Increase (Decrease)	New Limit	Increase / (Decrease)
2000-2001	\$ 1,555,713		\$ 1,555,713	4.9100	0.4400	2.4100	1.0744	\$ 1,671,432	
2001-2002	\$ 1,671,432		\$ 1,671,432	7.8200	0.4200	4.2400	1.1239	\$ 1,878,549	\$ 207,117
2002-2003	\$ 1,878,549		\$ 1,878,549	-1.2700	1.5300	4.3200	1.0300	\$ 1,934,814	\$ 56,265
2003-2004	\$ 1,934,814		\$ 1,934,814	2.3100	1.5400	1.7900	1.0414	\$ 2,014,941	\$ 80,127
2004-2005	\$ 2,014,941		\$ 2,014,941	3.2800	1.3500	1.9900	1.0534	\$ 2,122,444	\$ 107,503
2005-2006	\$ 2,122,444		\$ 2,122,444	5.2600	1.8200	1.2300	1.0718	\$ 2,274,745	\$ 152,301
2006-2007	\$ 2,274,745		\$ 2,274,745	3.9600	1.3800	0.4500	1.0539	\$ 2,397,459	\$ 122,714
2007-2008	\$ 2,397,459		\$ 2,397,459	4.4200	0.8900	0.5000	1.0535	\$ 2,525,707	\$ 128,248
2008-2009	\$ 2,525,707		\$ 2,525,707	4.2900	0.6100	0.5900	1.0493	\$ 2,650,128	\$ 124,421
2009-2010	\$ 2,650,128		\$ 2,650,128	0.6200	0.2100	0.0000	1.0083	\$ 2,672,159	\$ 22,031
2010-2011	\$ 2,672,159		\$ 2,672,159	-2.5400	-0.1900	-0.6700	0.9727	\$ 2,599,338	\$ (72,821)
2011-2012	\$ 2,599,338		\$ 2,599,338	2.5100	0.2100	0.0000	1.0273	\$ 2,670,177	\$ 70,839
2012-2013	\$ 2,670,177		\$ 2,670,177	3.7700	-0.5400	-1.0500	1.0321	\$ 2,755,880	\$ 85,703
2013-2014	\$ 2,755,880		\$ 2,755,880	5.1200	-0.6600	-0.8200	1.0443	\$ 2,877,861	\$ 121,981
2014-2015	\$ 2,877,861		\$ 2,877,861	-0.2300	-0.7100	-0.8000	0.9906	\$ 2,850,856	\$ (27,005)
2015-2016	\$ 2,850,856		\$ 2,850,856	3.8200	0.2600	0.2400	1.0409	\$ 2,967,454	\$ 116,598
2016-2017	\$ 2,967,454		\$ 2,967,454	5.3700	-0.1600	0.7200	1.0613	\$ 3,149,319	\$ 181,865
2017-2018	\$ 3,149,319		\$ 3,149,319	3.6900	-0.1700	-0.7200	1.0351	\$ 3,259,977	\$ 110,658
2018-2019	\$ 3,259,977		\$ 3,259,977	3.6700	-0.0400	0.3200	1.0400	\$ 3,390,433	\$ 130,456
2019-2020	\$ 3,390,433		\$ 3,390,433	3.8500	-0.1400	0.3700	1.0423	\$ 3,533,992	\$ 143,559
2020-2021	\$ 3,533,992		\$ 3,533,992	3.7300	-0.0700	0.6800	1.0444	\$ 3,690,737	\$ 156,745
2021-2022	\$ 3,690,737		\$ 3,690,737	5.0150	-0.0700	0.6800	1.0573	\$ 3,902,183	\$ 211,446
2022-2023	\$ 3,902,183		\$ 3,902,183	7.5500	-0.4000	-0.4900	1.0712	\$ 4,180,011	\$ 277,828
2023-2024	\$ 4,180,011		\$ 4,180,011	4.4400	-0.2300	-0.4800	1.0420	\$ 4,355,563	\$ 175,552
2024-2025	\$ 4,355,563		\$ 4,355,563	3.6200	-0.1500	-0.4700	1.0346	\$ 4,506,465	\$ 150,902

(1) The higher of the City population factor or the County-wide population factor would be used. Bolded factors represent the factor used in the revised calculations.

(2) 2003/2004 TOT Adjustment (6% to 10%)

Not adjusted because measure did not include adequate language to consider the additional tax as valid increase to the Gann Limit.

Note 2019/2020 Sales Tax Adjustment

CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 24-56

GANN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024/25

WHEREAS, the voters of California on November 6, 1979 added Article XIIB to the State Constitution placing various limitations on the appropriations of the State and Local Governments; and

WHEREAS, Article XIIB provides that the appropriations limit for the fiscal year is calculated by adjusting the base year appropriations of the fiscal year 1978-1979 for changes in the cost of living and population; and

WHEREAS, the City of Angels has complied with all the provisions of Article XIIB in determining the appropriations limits for the fiscal years.

NOW, THEREFORE, BE IT RESOLVED, that the Appropriations Limit for the City of Angels for the 2023-2024 fiscal year is \$4,506,465, which reflects a 3.62% increase in Per Capita Personal Income and a 0.00% increase in population in the County over the prior year.

PASSED AND ADOPTED this 2nd day of July 2024, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Jennifer Herndon, Mayor

Rose Beristianos, City Clerk



HOME OF THE JUMPING FROG



CITY HALL

CITY OF ANGELS PO Box 667, 200 Monte Verda St. Suite B, Angels Camp, CA 95222 P: (209) 736-2181

DATE: July 2, 2024
TO: City Council
FROM: Caytlyn Schaner, Administrative Services Specialist
RE: Code Compliance Report

BACKGROUND:

Code Compliance Report for Council Review

DISCUSSION:

Staff is providing Council with the Code Compliance Report from July 2023 to May 2024, detailing our ongoing efforts in managing cases ranging from 2020 to 2024. Notably, May 2024 saw an increase in cases primarily due to intensified weed abatement efforts.

FINANCIAL IMPACT:

No fiscal impact

ATTACHMENTS:

Code Compliance Report



	July	August	September	October	November	December	January	February	March	April	May	June	Total
Code Compliance													
Number of open cases	63	41	64	70	69	71	72	78	57	38	191		814
Violation Type													
Transient Occupancy	2	0	1	8	9	9	9	10	1	0	0		49
Building & Construction	3	3	5	12	10	11	9	9	9	4	3		78
Dangerous Building	1	1	2	2	2	4	3	3	3	3	2		26
Public Nuisance	35	24	42	34	32	30	32	33	32	20	171		485
Housing	13	7	7	7	9	10	11	13	8	5	6		96
Zoning	3	3	3	3	3	3	2	2	2	1	0		25
Other	6	3	4	4	4	4	6	8	2	5	9		55