



# CITY COUNCIL MEETING

November 18, 2025 at 6:00 PM

Angels Fire House – 1404 Vallecito Road

## 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** Michael Chimento | **Vice Mayor** Caroline Schirato

**Council Members** Alvin Broglio, Scott Behiel, Kara Scott

**Interim City Administrator** Steve Williams | **City Attorney** Doug White

### 6:00 PM REGULAR MEETING

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF THE AGENDA AS POSTED (OR AMENDED)
4. PRESENTATIONS / PROCLAMATIONS / RECOGNITIONS
  - A. Introduce Officer Andrew Nuss , Scott Ellis, Chief of Police

## 5. 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.

## 6. CONSENT ITEMS

A. Approve Draft Minutes of November 4, 2025

B. AP Checks and Treasurer Report October 2025, Michelle Gonzalez, Finance Director

## 7. ACTION ITEMS

A. **Resolution 25-87** - Appeal of October 9, 2025, Planning Commission decision Approving Resolution 25-15 Finding of Architectural Conformity and Conditional Use Permit for Pastoral Offices and Community Education Center School, Amy Augustine, City Planner

B. **Resolution 25-88** - Authorizing an Application for a Micro-Enterprise Community Development Block Grant (CDBG), Amy Augustine, City Planner

C. **Resolution 25-89** - Change Order 4 in the amount of \$3,000 for Augustine Planning Associates, Inc. to prepare and submit a 2025 CDBG Microenterprise Grant, Steve Williams, Interim City Administrator

D. **Resolution 25-96** - Declaring Management and Operational Responsibilities for the Greenhorn Creek Landscape and Lighting Assessment District No.2, Steve Williams, Interim City Administrator

E. **Resolution 25-95** - Repurposing the CCOG Funded Grant Match of \$40,000 and Forfeiting the Safe Streets for All Grant, Steve Williams, Interim City Administrator

F. **Resolution 25-94** - Approving Amendment to Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority, Steve Williams, Interim City Administrator

G. **Resolution 25-93** - Identifying Recruitment Strategies for the Position of City Administrator, Steve Williams, Interim City Administrator

## 8. INFORMATIONAL ITEMS

## 9. ADMINISTRATION REPORT

## 10. COUNCIL REPORT

## 11. CORRESPONDENCE

## 12. CALENDAR

A. November & December 2025 Council Calendar

## 13. FUTURE AGENDA ITEMS

## 14. 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](http://www.angelscamp.gov).*





# CITY COUNCIL MEETING

November 04, 2025 at 6:00 PM

Angels Fire House – 1404 Vallecito Road

## MINUTES - DRAFT

**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:

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**Mayor** Michael Chimente **(PRESENT)** | **Vice Mayor** Caroline Schirato **(PRESENT)**

**Council Members** Alvin Broglio **(PRESENT)**, Kara Scott **(PRESENT)**, and Scott Behiel **(PRESENT)**

**Interim City Administrator** Steve Williams **(PRESENT)** | **City Attorney** **(PRESENT)**

### 6:00 PM REGULAR MEETING

#### 1. ROLL CALL

#### 2. PLEDGE OF ALLEGIANCE

#### 3. PRESENTATIONS/PROCLAMATIONS/RECOGNITIONS

- A. Presentation - Central Sierra Economic Development District (CSEDD), Steve Williams, Interim City Administrator –**PRESENTATION WAS POSTPONED TO A FUTURE MEETING**

#### 4. APPROVAL OF THE AGENDA AS POSTED (OR AMENDED)

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

#### 5. PUBLIC COMMENT

- Kimberly Fish addressed the Council regarding her utility billing payment, which was reportedly lost after she handed it in person to a City employee.
- Nate Young offered to make a sign for the City to show the way to Historic Downtown.

#### 6. CONSENT ITEMS

- A. Approve Draft Minutes of October 21, 2025, Michelle Gonzalez, Deputy City Clerk

**ACTION: MOTION TO APPROVE ITEM A BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER SCOTT, PASSED 5 YES**

#### 7. ACTION ITEMS

- A. **Resolution 25-86** - Identifying top discussion priorities for a joint meeting between Utica Water and Power Authority elected bodies, Steve Williams, Interim City Administrator

**ACTION: MOTION TO APPROVE RESOLUTION NO. 25-86 WITH TWO TOPICS 1. FIVE YEAR FUNDING AGREEMENT, 2. ANGELS PENSTOCK RECONSTRUCTION, BY VICE MAYOR SCHIRATO, SECONDED BY COUNCIL MEMBER BEHIEL, PASSED 5 YES**

**INFORMATIONAL ITEMS**

**8. ADMINISTRATION REPORT – REPORT GIVEN**

**9. COUNCIL REPORT – ALL REPORTED OUT**

**CORRESPONDENCE**

**10. CALENDAR - REVIEWED**

**11. FUTURE AGENDA ITEMS – VALLECITO PROJECT TRAFFIC PLAN, NEW GENEVA SCHOOL, TRAFFICE MITIGATION STUDY, AND CALTRANS HIGHWAY 49 REPORT.**

**12. ADJOURN TO CLOSED SESSION**

A. Public Employee Performance Evaluation, Government Code section 54957(b).

B. Public Employee Performance Evaluation, Government Code section 54957(b).

C. Conference with Real Property Negotiators, Ca Gov Code Section 54956.8

**13. REPORT OUT OF CLOSED SESSION**

**NO ACTION WAS TAKEN AND DIRECTION WAS GIVEN TO STAFF.**

**14. ADJOURNMENT**

**ACTION: MOTION TO ADJOURN THE MEETING AT 8:08 PM BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER SCOTT, PASSED 5 YES**

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Michael S. Chimente, Mayor

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Michelle Gonzalez, Deputy City Clerk

**City of Angels**  
**AP Check Report October 2025**

*Section 6, Item B.*

<u>Date</u>	<u>Check</u>	<u>Name</u>	<u>Description</u>	<u>Amount</u>
10/06/2025	94334	ALPHA ANALYTICAL LABORATORIES INC	Water Testing Services October 2025	6,934.50
10/06/2025	94335	BENOIT, JOHN	Staff services for for AUGUST 2025	6,929.76
10/06/2025	94336	BURTON'S FIRE, INC.	LIGHT BAR	1,306.63
10/06/2025	94337	CALAVERAS COUNTY - CHAMBER OF COMMERCE	PARTNER MEMBERSHIP RENEWAL	535.00
10/06/2025	94338	CALAVERAS COUNTY ADMINISTRATION	Videographer for council meeting 9/29/25	321.13
10/06/2025	94339	CALAVERAS CUSTOMS	SERVICES FOR GHC LLD	7,908.85
10/06/2025	94340	CALAVERAS VISITORS BUREAU	TOT portion for Tourism \$22k per quarter FY 2024-25	22,000.00
10/06/2025	94341	CALIFORNIA CERTIFIED APPRAISERS	SERVICES FOR ANGELS PLANNING	800.00
10/06/2025	94342	CENTRAL SIERRA ECONOMIC DEVELOPMENT DISTRICT	CENTRAL SIERRA ECONOMIC DEV.	635.88
10/06/2025	94343	CODE 3 WEAR	Supplies for PD	504.78
10/06/2025	94344	COLANTUONO, HIGHSMITH AND WHATLEY PC	CLOSED SESSION SPEC MTG 8-18-25	585.00
10/06/2025	94345	COLUMBIA COMMUNICATIONS INC	EQUIP. FOR ANGELS POLICE	2,883.52
10/06/2025	EFT	CONETH SOLUTIONS INC	IT Services FY 2025-26	7,177.00
10/06/2025	94346	CRESCENT SUPPLY	Invoices 074235, 464310	636.98
10/06/2025	94347	DEPARTMENT OF JUSTICE ACCTNG OFFICE	FINGERPRINTS, CHILD ABUSE INDEX CK	66.00
10/06/2025	94348	DEWBERRY ENGINEERS INC	Invoices 22463468, 22463469	33,223.00
10/06/2025	94349	FAILSAFE TESTING	EQUIPMENT TESTING	1,093.00
10/06/2025	EFT	GATEWAY PRESS	Invoices 75050, 75254	611.18
10/06/2025	94350	GRAINGER	SAFETY VESTS	446.53
10/06/2025	94351	HINTZ, BEAU	REIMB. FOR WATER BREAK MAINT.	367.78
10/06/2025	EFT	HUNT & SONS LLC	Invoices 329991, 608648, 617210	5,386.87
10/06/2025	94352	LN CURTIS & SONS	Invoices INV984047, INV993364, INV993915	1,515.41
10/06/2025	94353	MIDDLETON'S MARK TWAIN CENTER INC	ANGELS OD -FRIDGEFILTER	65.24
10/06/2025	94354	MIWALL CORPORATION	Invoices 1014283, 1014295	2,425.48
10/06/2025	94355	MOUNTAIN AIR AUTOMOTIVE	Maint on 2022 FORD	153.14
10/06/2025	94356	OPERATING ENGINEERS LOCAL UNION NO 3	UNION DUES -MAY 2025	864.00
10/06/2025	94357	PACE SUPPLY CORP	Invoices 0510288224-2, 0510650088	3,361.12
10/06/2025	EFT	PEREZ, ELISA BARRAGAN	CLEANING SERVICES 9/15 AND 9/29/25	400.00
10/06/2025	94358	ROBERTS, LANDEN	BOOT REIMB 24/25	97.36
10/06/2025	94359	SCOTT'S DISTRIBUTING	SUPPLIES FOR MUSEUM	294.61
10/06/2025	94360	SIGNAL SERVICE	Burglar alarm system 10/1/25-12/30/25	2,129.67
10/06/2025	94361	SOULIER, JOSHUA	Meal reimb. REMAINING	509.60
10/06/2025	94362	STERLING WATER TECHNOLOGIES LLC	CHEMICALS	4,526.00
10/06/2025	94363	THE VALLEY SPRINGS NEWS	Invoices 9792, 9859	48.00
10/06/2025	94364	TOFANELLI, GARY	CONFERENCE LODGING	577.68
10/06/2025	EFT	TOP DOG POLICE K9 TRAINING & CONSULTING	Maint training for Jodi McDearmid	250.00
10/06/2025	94365	ULINE	Dogwaste bags	427.47
10/06/2025	EFT	USABUEBOOK	Invoices INV00839533, INV00840019, INV00842314	1,175.24
10/06/2025	94366	UTICA WATER & POWER AUTHORITY	Invoices 1405, 1406	102,150.00
10/06/2025	EFT	WHITE BRENNER LLP	Legal Services for Fiscal Year 2025-26	37,421.97
10/09/2025	94367	CALAVERAS CUSTOMS	Invoices 1769, 1835	15,817.70
10/10/2025	94370	BENOIT, JOHN	Staff services for VETS MSR writing	5,885.59
10/10/2025	94371	BOIRE, LAURIE	Cleaning the Police Dep. for September 2025	120.00
10/10/2025	94372	BRUCE WHITTLE ELECTRIC	Invoices 1537, 1538, 1539	2,055.00
10/10/2025	94373	CALAVERAS LUMBER CO INC	Invoices 500711, 72115, 72131, 72178, 72431, 72445, 72498, 72827, 72843, 72993, 72999, 73015, 73105, 73116, 73147, 73194, 73212, 73259, 73313, 73337, 73424, 73449, 73635, 73662, 73739, 73763, 73790, 73906, 73918, 73985, 74010, 74034, 74044, 74046, 74256,	2,901.38
10/10/2025	EFT	CALAVERAS POWER AGENCY	Power billing 8/23-9/23/25	27,423.80
10/10/2025	94374	CAMPORA PROPANE SERVICE	Invoices 10810036, 10810570, 10814966, 10815021	83.97
10/10/2025	94375	CRESCENT SUPPLY	Supplies for Angels Police	261.23
10/10/2025	94376	DEWBERRY ENGINEERS INC	Invoices 22463376, 22463377, 22464158, 22464160	91,325.42
10/10/2025	94377	ENERGY SYSTEMS	EQUIPMENT MAINT.	1,092.00
10/10/2025	EFT	HUNT & SONS LLC	Fuel delivery date 10-6-25	1,271.90
10/10/2025	94378	IWORQ SYSTEMS INC	Invoices 213850, 213851	17,500.00
10/10/2025	94379	JBS LANDSCAPE, INC.	LANDSCAPE SERVICES FOR SEPTEMBER 2025	9,455.00
10/10/2025	94380	MCI	Long distance services	67.46
10/10/2025	94381	MOTHERLODE ANSWERING SERVICE INC	Basic Services	278.81
10/10/2025	EFT	NEXUS TECHNOLOGIES	IT Software Subscription Services FY 2025-26	2,292.47
10/10/2025	94382	NJIRICH AND SONS INC.	Progress #1 for Purdy Rd. Water and sewer improvements	307,776.25
10/10/2025	94383	NO CONTRACT PEST CONTROL INC	Farmer market building pest control	112.00
10/10/2025	94384	O'REILLY AUTOMOTIVE INC	Invoices 3509-184192, 3509-184443, 3509-185304, 3509-185548, 3509-186785, 3509-188317, 3509-189819, 3509-190517, 3509-191435, 3509-192093, 3509-192960, 35509-191067, SC4906115	998.43
10/10/2025	94385	OPERATING ENGINEERS LOCAL UNION NO 3	UNION DUES -SEPTEMBER 2025	928.00
10/10/2025	94386	PEFFER'S TREE SERVICER LLC	REMOVED DEAD CYPRESS TREE	1,500.00
10/10/2025	94387	PRODUCTIVITY PLUS	ACCOUNT #456399, CUSTOMER 2317378	1,380.88
10/10/2025	94388	QUADIENT FINANCE USA INC	Postage machine services	2,354.27
10/10/2025	94389	SCI CONSULTING GROUP	ASSESSMENT ADMINISTRATION, LANDSCAPING & LIGHTING DIST. #2	4,797.25
10/10/2025	94390	SCOTT'S DISTRIBUTING	SUPPLIES FOR MUSEUM	106.28
10/10/2025	94391	SONORA AIRCO GAS & GEAR	Cylinder rental	8.00
10/10/2025	94392	TOSHIBA FINANCIAL SERVICES	Services 9/23-10/23/25	2,037.31
10/17/2025	94393	ANGELS SEWER AND DRAIN INC	6 LOCATION -BATTERY REPLACEMENTS	240.00
10/17/2025	94394	AT&T	Invoices 100425-A, 100425-B, 100425-C, 100425-D, 100425-E, 100425-F	1,178.17
10/17/2025	EFT	BROWN, BILLY	RETIREE BENEFIT OCTOBER 2025	426.7

				Section 6, Item B.	
<u>Date</u>	<u>Check</u>	<u>Name</u>	<u>Description</u>		
10/17/2025	EFT	BURNS, GARY	RETIREE BENEFIT OCTOBER 2025	426.70	
10/17/2025	EFT	CALAVERAS COUNTY-TREASURER/TAX COLLECTOR	Invoices 10565MAIN, 1075UTICA, 1404VALLECITO, ALTAVILLEPOST, ANGELSOAKSSUB, LOT2-3, POR-NW4, PORLOT14	3,260.82	
10/17/2025	94395	CALAVERAS CUSTOMS	Invoices 1838, 1839	14,235.93	
10/17/2025	94396	CALNET	Billing period 11/2-12/3/25	593.98	
10/17/2025	94397	CRESCENT SUPPLY	Invoices 074952, K74918	1,121.67	
10/17/2025	94398	EAST BAY TIRE	Invoices 2162329, 2165243	2,807.65	
10/17/2025	EFT	GATEWAY PRESS	Invoices 75490, 75509	153.72	
10/17/2025	94399	GOLD ELECTRIC INC	Bucket truck hanging/removing HOMECOMING BANNER	405.00	
10/17/2025	94400	HESS, JIM	RETIREE BENEFIT OCTOBER 2025	134.35	
10/17/2025	EFT	HUNT & SONS LLC	Fuel delivery date 10-13-25	1,238.18	
10/17/2025	94401	JAYS TIRES	MAINT. FOR ANGELS CAMP POLICE DEP.	759.16	
10/17/2025	EFT	KELLY, MARY	RETIREE BENEFIT OCTOBER 2025	115.07	
10/17/2025	EFT	KITCHELL, JONATHAN	RETIREE BENEFIT OCTOBER 2025	134.35	
10/17/2025	94402	KITCHELL, JOSEPH	RETIREE BENEFIT OCTOBER 2025	348.85	
10/17/2025	94403	MCCOY TRUCK TIRE SERVICE CENTER, INC.	RETIREE BENEFIT OCTOBER 2025	115.07	
10/17/2025	EFT	MCMASTER-CARR	Services for FIRE DEP- 100W FS FIREHAWK	571.70	
10/17/2025	94404	MIDDLETON'S MARK TWAIN CENTER INC	SUPPLIES FOR WW	59.93	
10/17/2025	94405	MOUNTAIN OASIS PURIFIED WATER	SUPPLIES FOR PUBLIC WORKS	759.08	
10/17/2025	EFT	NUTTALL, WILLIAM	Invoices 093025, 093025-WW	114.50	
10/17/2025	94406	NVB EQUIPMENT, INC.	RETIREE BENEFIT OCTOBER 2025	388.13	
10/17/2025	94407	PINE ALLEY SAW SHOP	Invoices SH71889, SH71890	3,812.12	
10/17/2025	94408	POROVICH, DAVID	SMALL EQUIPMENT DIAGNOSTIC	30.00	
10/17/2025	94409	PROPER PRUNING SERVICE, INC.	RETIREE BENEFIT JULY-OCTOBER 2025	1,395.40	
10/17/2025	94410	ROLLERI LANDSCAPE PRODUCTS	HAZARDOUS TREE -CHIMNEY HILL	875.00	
10/17/2025	94411	SATTERFIELD, PAMELA	5 yd AB 3/4"	429.56	
10/17/2025	94412	SCOTT'S DISTRIBUTING	RETIREE BENEFIT OCTOBER 2025	115.07	
10/17/2025	EFT	SORACCO, RICHARD	SUPPLIES FOR PICKLED PORCH	216.63	
10/17/2025	EFT	TACHEIRA, ANTHONY	RETIREE BENEFIT OCTOBER 2025	115.07	
10/17/2025	EFT	TINNIN, JENNIFER	RETIREE BENEFIT OCTOBER 2025	426.70	
10/17/2025	94413	US POST OFFICE	RETIREE BENEFIT OCTOBER 2025	66.14	
10/17/2025	EFT	USABBLUEBOOK	LLD PO BOX 925	88.00	
10/17/2025	EFT	CSIVRMA	Invoices INV00853870, INV00857964, INV00858060	1,151.52	
10/21/2025	94414	MASON, CALEB	Fiscal Year 25/26 Worker's Compensation and Liability program 2ND QTR	114,574.00	
10/21/2025	94415	MASON, CALEB	CMason Pay Roll #9	2,698.60	
10/24/2025	94422	AT&T MOBILITY	CMason Final Check	2,356.44	
10/24/2025	94423	BRUCE WHITTLE ELECTRIC	Billing period 8/12-10/11/25	678.42	
10/24/2025	94424	CALIFORNIA BUILDING STANDARDS COMMISSION	Invoices 1533, 1534, 1535, 1536	5,925.00	
10/24/2025	94425	DEPT OF CONSERVATION	3RD QTR FEES	146.70	
10/24/2025	94426	DEWBERRY ENGINEERS INC	3RD QTR FEES	179.69	
10/24/2025	94427	HDL COMPANIES	Invoices 22459099, 22460318, 22460323, 22460325, 22466664, 22466672	71,337.36	
10/24/2025	94428	HI-TECH EVS INC	ECONOMIC DEV. SERVICES -QTR 3	700.00	
10/24/2025	EFT	HUNT & SONS LLC	PWR WINDOW REGULATOR	587.83	
10/24/2025	EFT	PEREZ, ELISA BARRAGAN	Fuel delivery date 10-21-25	2,378.91	
10/24/2025	94429	ROARK WEBER	CLEANING SERVICES 10/9 AND 10/23/25	400.00	
10/24/2025	94430	ROLLERI EXCAVATION INC	PROFESSIONAL SERVICES FOR SEPTEMBER 2025	1,168.00	
10/24/2025	94431	ROLLERI LANDSCAPE PRODUCTS	TRANSFER RENTAL TAG 7531, 7531, 7532, 7584- BIO SOLIDS	6,270.00	
10/24/2025	94432	TUOLUMNE-STANISLAUS INTEGRATED REGIONAL	5 yd AB 3/4"	429.56	
10/24/2025	EFT	USABBLUEBOOK	25/26 T-S IRWMA MEMBERSHIP	200.00	
10/24/2025	EFT	WHITE BRENNER LLP	Supplies for wastewater	233.68	
<b>Total Checks</b>			Legal Services for Fiscal Year 2024-25	22,784.44	
				<b>1,029,934.33</b>	



# CITY OF ANGELS

Section 6, Item B.

## TREASURER'S REPORT For the Month Ended

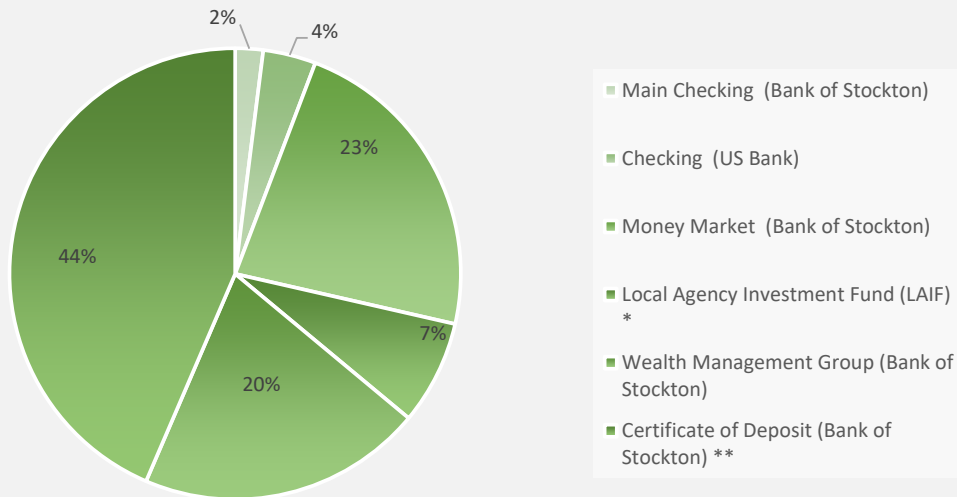
**October 31, 2025**

Operating Portfolios	Beginning Balance	Ending Balance	Accrued Interest	Bank Fees	% of Total
Main Checking (Bank of Stockton)	\$ 352,255	\$ 510,539	\$ 26	\$ 229	2%
Checking (US Bank)	969,728	969,314		413	4%
Money Market (Bank of Stockton)	5,665,681	5,832,972	17,291		23%
Local Agency Investment Fund (LAIF) *	1,912,365	1,912,365			7%
Wealth Management Group (Bank of Stockton)	5,211,254	5,227,362	16,108		20%
Certificate of Deposit (Bank of Stockton) **	11,107,748	11,144,325	35,577		44%
<b>TOTAL OPERATING FUNDS</b>	<b>\$ 25,219,030</b>	<b>\$ 25,596,877</b>	<b>\$ 69,002</b>	<b>\$ 642</b>	<b>100%</b>

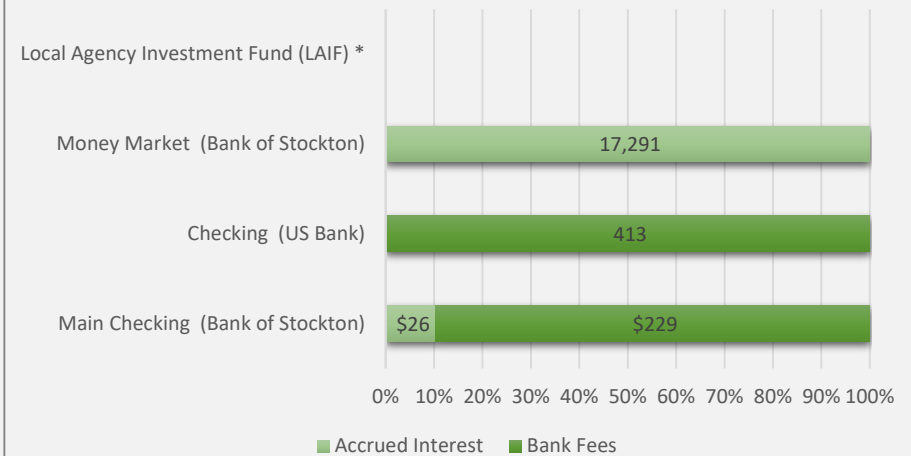
\* Interest recorded Quarterly (Sep 2025)

\*\* CD renews 12/28/2025 interest rate 4.30% Term 6 months

**Composition of Operating Portfolios  
October 31, 2025**



**Interest Earnings/Bank Fees  
October 31, 2025**



Total Interest Earned FY 24/25 \$ 1,125,195

Total Interest Earned FY 25/26 \$ 330,689



## MEMORANDUM

### City of Angels City Council

**Date:** November 18, 2025

**To:** City of Angels City Council

**From:** Amy Augustine, AICP - City Planner

**Re:** Appeal of October 9, 2025, Planning Commission decision Approving Resolution 25-15 Finding of Architectural Conformity and Conditional Use Permit for Pastoral Offices and Community Education Center, School

#### RECOMMENDATION:

The City Council may take one of the following actions:

1. Adopt Resolution 25-87A Denying the appeal/Upholding the Planning Commission's Approval of Resolution 25-15 with the conditions as approved by the Planning Commission; or
2. Adopt Resolution 25-87A Denying the appeal/Upholding the Planning Commission's Approval of Resolution 25-15 with changes to the conditions as approved by the Planning Commission; or
3. Adopt Resolution 25-87B Upholding the Appeal/Denying the Project. **If the City Council pursues this option, the City Attorney recommends this item be returned to Staff to allow the City Attorney and Staff to prepare the appropriate findings based upon City Council direction.**

#### PROJECT DESCRIPTION:

**OWNER:** David and Meg Swarbrick

**APPLICANT:** Brook Moes

**LOCATION:** 1250 South Main (Formerly Cascabel's)

**ASSESSOR'S  
PARCEL NO.:** 060-012-026

**GENERAL PLAN/  
ZONING:** Historical Commercial (HC)

#### PROJECT:

Finding of Architectural Conformity and Conditional Use Permit for:

1. Pastoral Offices for Calaveras Presbyterian Church
2. Education Center (school) for Church members and the community at large



- a. Classes for high school (none of the younger students will be at this location, therefore, no need for outdoor play area). May include music classes for violin, piano, music theory, senior citizen tai chi class, marriage or parenting classes, various bible studies, etc.
- b. Building occupancy is not anticipated to exceed 25.

No alterations to the building are proposed.

### **BACKGROUND:**

The site was formerly a restaurant, Cascabel's. SOME of the restaurant equipment has been removed. Permanent restaurant fixtures (e.g., sinks, Ansul hood) remain. A parking lot located



behind the restaurant supplements on-site parking for businesses in this location.

On October 9, 2025, The City of Angels Planning Commission approved Resolution 25-15 Finding of Architectural Conformity and Conditional Use Permit for Pastoral Offices and Community Education Center, School. The vote was 4-0 to approve, with Commissioner Stammerjohan absent.

On October 17, 2025, the Planning Commission's decision was appealed. (**Attachment A**).

The following analysis summarizes the issues raised in the appeal as they pertain to the findings made by the City of Angels Planning Commission.



**ANALYSIS:**

**PLANNING COMMISSION FINDING 1: FINDING OF ARCHITECTURAL CONFORMITY**

Pursuant to AMC Section 17.26.080 a finding of architectural conformity is required for this use as follows:

*All buildings or structures which may hereafter be constructed or altered as to their exterior appearance, situated within the historical commercial district and fronting upon the streets or alleys within or bounding said district, shall as to their exterior appearance within public view substantially conform with the Mother Lode **architectural** style. A determination of conformity with the Mother Lode **architectural** style, as defined in Chapter [17.09](#), shall be made by the planning commission unless otherwise specified.*

Per AMC Chapter 17.09, the Mother Lode Style of Architecture is defined as:

*"Mother Lode **architectural** style" shall mean any one of the multiple **architectural** styles exhibited in Angels Camp. The historically and **architecturally** significant buildings in Angels Camp are diverse in style, as well as in method and period of construction. They were built of stone, brick, frame, and concrete and had sidings of brick, wood, stucco, and plaster. The **architectural** styles represented include: Greek Revival, Neoclassical, Italianate, Queen Anne, False-Front Commercial, Craftsman, Spanish Eclectic, and Art Deco.*

No changes to the existing building are proposed. Therefore, this finding can be made.

**APPEAL to FINDING 1:** The appeal does not challenge this finding. No response is required.

**FINDINGS 2: CONDITIONAL USE PERMIT FINDINGS A- F**

Pursuant to 17.78.010 of the AMC, the purpose of a conditional use permit is to allow public review and City discretion in the control of certain uses which may be necessary, but which may cause public concern, affect property values or disturb the character of a neighborhood if they are not carefully located or designed. The use permit process is necessary to carry out review and exercise discretion over this category of potentially inappropriate or incompatible uses. Conditional use permits may be approved or denied by the planning commission. Pursuant to AMC Section 17.78.030, the following findings are required for issuance of a conditional use permit:

- A. The proposed use is consistent with the City of Angels Municipal Code; and
- B. The proposed use is consistent with the City of Angels general plan; and
- C. The proposed use will not overburden existing municipal facilities; and
- D. The size and terrain of the parcel are suitable for the proposed use; and
- E. Under the circumstances of the particular case, the proposed use will not be substantially detrimental to the health, safety, or general welfare of persons in the neighborhood of such proposed use or be substantially detrimental or injurious to property and improvements in the neighborhood;
- F. The proposed use and design are consistent with adopted city design standards, codes, adopted city short- and long-range plans, and accepted planning and engineering practices.

**PLANNING COMMISSION Finding A: The proposed use is consistent with the City of Angels Municipal Code**

Pursuant to Angels Municipal Code 17.26.040(F), a school requires a conditional use permit. Pursuant to AMC Section 17.26.080, a finding of architectural conformity is required.

Approval of this proposed conditional use permit and a finding of architectural conformity would make the proposed use consistent with the Angels Municipal Code subject to the proposed project conditions and Finding A could be made.

#### **APPEAL TO FINDING A:**

**The appeal states that the project is inconsistent with the intent of the Historical Commercial Zone (i.e., municipal code). The appeal further states that the “HC zone exists to preserve both the character and economic vitality of Angles Camp’s Main Street. The adaptive reuse of prime, street-level commercial storefront for a private, non-retail, tax-exempt institutional use runs counter to that purpose. Downtown storefronts should remain accessible to the public, contributing to pedestrian traffic and active commerce. Converting one into a private educational facility effectively removes a retail-facing space from the commercial inventory and diminishes overall downtown activity. There is already a struggle with the large amount of vacant or “dark” buildings and this does not go unnoticed by our visitors. When visitors come to a historic district that is largely comprised of empty or office or administrative type buildings, they are less likely to return, thus impacting a local economy that is greatly dependent on tourism.”**

#### **APPEAL RESPONSE:**

The intent of the HC district is economic development, including retail and restaurants; but the intent *also* is to achieve a living, vital, downtown district, supported by tourists and residents and workers served by a wide range of *multiple* uses including non-retail, service-based, and civic uses as stated in Angels Municipal Code Section 17.26.010 (Historical Commercial) as follows:

*The city council finds and declares that the area described in this section is one of great historical interest and aesthetic value. Within said district are many places and buildings which are important historical exhibits and unique architectural specimens. Said places and buildings are symbolic of the city’s historical past as a mining town during the days of the California gold rush and thereafter.*

*The historic character and distinctive architecture of such places and buildings, and of the historic district as a whole, have attracted tourists and visitors to the city in great numbers, thereby augmenting the economy and general welfare of the city and its inhabitants. The preservation of such places and buildings and of the architectural appearance of the surrounding properties within the district is essential to the economic and cultural life of the city.*

*To permit a departure from the established type of architecture in the construction of new buildings, in the alteration of existing buildings within the district, and to permit the uncontrolled use of advertising signs therein, would be detrimental to the historical places and buildings, and would tend to depreciate the values of all properties within the district. In order to promote the public health, safety, and the general welfare, it is necessary, pursuant to Section [37361](#) of the California Government Code, to provide for such places and buildings having a special historical or aesthetic interest or value, special conditions and regulations of their protection, enhancement and perpetuation, and to provide appropriate and reasonable control of the appearance of neighboring property within public view.*

*The historical commercial (HC) district is intended for the historical buildings of the city. The district is intended to provide a range of commercial facilities, servicing not only the city, but surrounding unincorporated areas and the passing tourist traffic. Typical uses in this district*

*include: restaurants, hotels, specialty shops, bed and breakfast inns, and theaters. The district will also maintain the character and integrity of the city's designated historic district and provide live-work opportunities by allowing upper level residential uses above commercial establishments.*

As shown, the stated intent of the HC district includes retail sales and economics as a large part of the district; however, there are *multiple* purposes for the HC zone intended to create a living, vibrant downtown reflective of the historic Angels Camp downtown. These multiple uses provide not only tourist-serving uses; but also services for the community (e.g., salons, music lessons, therapists, chiropractors, post office, a gym, salons, a fraternal lodge). These “multiple” uses contribute to a living, vibrant downtown and provide a potential customer base for restaurants and retail by providing office workers, parents, teachers, apartment residents, single-family resident, those visiting the post office and gym and members of civic organizations.

The intended multi-purpose nature of the HC district is further reflected in the Angels Municipal Code's list of permitted uses allowed:

Some permitted uses in HC include (AMC 17.26.030): banks; art, music, and dance studios; residential hotels; places of assembly (as approved by the fire marshal); self-service laundries; specialty grocery stores (up to one thousand five hundred square feet.)

The intended multi-purpose/multi-use nature also is found in the conditional uses potentially allowed:

Some conditional uses in HC include (AMC 17.26.040): Vehicle rental agencies; churches and/or other places of worship; residential uses; theaters, and historical retail business conducted on the premises...that are not objectionable due to noise, odor, dust, smoke, vibration or similar causes ...including: bakeries, print or photocopy shops, dry cleaners, electronic appliance repair shops, shoe repair, flower shops, upholstery shops, cabinet shops and other uses considered to be similar in the opinion of the planning commission.

## PLANNING COMMISSION Finding B: The proposed use is consistent with the City of Angels general plan

Applicable General Plan 2020 goals, policies and programs include:

**Goal 10A** *Maintain and enhance the city's economic vitality while conserving the city's social, cultural, environmental, and aesthetic resources.*

**Policy 10.A.1** *Encourage a mixture of uses and activities that will maintain the vitality of the downtown area.*

The proposed project could contribute to the mix of uses downtown. This, in turn, can add to the economic vitality of the downtown area. At the same time, the architectural integrity of the downtown district is not impacted. Therefore, Finding B could be made.

## APPEAL TO FINDING B:

**The appeal disagrees with this Planning Commission finding (above) stating that removing a sales-tax-generating use (restaurant) and replacing it with a non-commercial use that contributes no economic output or fiscal benefit, reduces tourism-supportive diversity by introducing a use that neither attracts visitors nor invites public interaction, and sets a precedent for further conversion of storefronts to institutional or private uses, undermining the downtown revitalization goals the City has invested in. The appeal continues, citing**

that a church education center operates during limited weekday hours leaving the storefront inactive for large portions of the week, attracts users (students and staff) who are not visiting other downtown shops or restaurants, thus removing vital circulation and cross-spending, creating a “dark window” in the downtown core, visually signaling reduced business vitality to visitors. Private institutional uses diminish the dynamic of open, publicly-engaging storefronts critical to sustaining tourism on the City’s Main Street corridor.

The appeal cites that the project eliminates one of the downtown’s few remaining restaurant-ready spaces, which are essential for tourism and community gathering, will not contribute property tax revenue, loss of sales and transient visitor spending reduces overall economic circulation that supports local jobs and small businesses; and, cumulatively, institutional uses occupying commercial spaces provide less sustainability for the downtown economy.

**Precedent and Long-Term Planning Implications** – The appeal cites that project approval would set a precedent encouraging other non-commercial low-activity uses within the core business district. Once converted, it is unlikely such spaces would easily transition back into commercial use, particularly after kitchen and restaurant infrastructure have been removed. This undermines years of coordinated effort by the City and business community to revitalize Main Street as a retail and dining destination.

#### **APPEAL RESPONSE:**

The former restaurant retains the Ansul (fire suppressing cooking) hood system and stainless-steel sinks. Therefore, the property could be returned to a restaurant in the future should the landowner desire to sell or lease the property to a tenant desiring to open a restaurant.

General Plan Policy 10.A.1 encourages a *mixture* (emphasis added) of uses to maintain downtown historic vitality. The Commission determined that the project adds to this mix. As with the intent of the HC district (Response A), the mixture of uses encouraged in the HC district pursuant to General Plan Policy 10.A.1 is not limited to tax-generating uses nor is it limited to visitor-attracting uses that attract visitors. It emphasizes a mix of uses to maintain downtown historic vitality (See Response A for additional information).

Setting Precedent/Long Term Planning Implications. That the project will set a precedent and result in long-term conversion of the district to non-retail, non-tourism uses is not supported by General Plan Policy 10.A.1 which encourages a *mixture* of uses. Over the past eight years, numerous non-tax generating/non-tourism generating uses have been approved in the HC district (e.g., gym, music lessons, offices, chiropractor, therapist). New restaurants and new retail shops have continued to open after these approvals. Historically, the post office has added pedestrian traffic downtown and the IOOF meeting room has further generated downtown pedestrians and traffic. All indicating that the emphasis on multiple uses in the HC district may encourage downtown vitality and reduce vacancies without necessarily eliminating economic development.

Cross-spending. Appellants state that students and staff do not visit other downtown businesses for cross-spending. While this is not a criterion for approval or denial of a conditional use permit under the Angels Municipal Code and general plan; it is noted that staff cannot verify that students, staff (and parents) are or are not/may or may not visit the historic district’s bakery, eat breakfast or lunch at a downtown restaurant or eatery, order dinner to take home, or make a purchase at one of the gift, clothing or antique stores.

Standards for approval. The appellant cites the open hours of the school. The City can regulate the hours of operation for a business but generally does so by requiring them to close during certain

hours, not by requiring them to remain open and only as necessary to protect public health, safety, and welfare (e.g., reducing noise or other disturbances during late hours). Many uses in addition to the school do not remain open during the same hours as restaurants and retail shops.

“Dark Window”. While this is not a criterion for approval or denial of a conditional use permit under the Angels Municipal Code and general plan; in approving the school, it is noted that the property does not revert to a vacancy adding to the list of downtown vacancies.

#### **PLANNING COMMISSION Finding C: The proposed use will not overburden existing municipal facilities**

The project was reviewed by the local and state agencies. Those agencies did not identify any conditions for the project. Because the site was, until recently, functioning as a restaurant, it is not anticipated that the use of facilities will change significantly for this use. Therefore, this Finding can be made.

#### **APPEAL TO FINDING C:**

**The appeal cites that the use will overburden municipal facilities due to parking because restaurants generate short-term, high-turnover parking, whereas school and office uses create a long-term static parking demand and downtown already faces constrained parking availability. This finding does not consider the operational strain on limited shared parking resources that downtown businesses rely on.**

#### **Response to appeal:**

See Finding F for a discussion about parking.

#### **PLANNING COMMISSION Finding D: The size and terrain of the parcel are suitable for the proposed use**

The site is located in the historic downtown district. There is no outdoor area associated with the site. On-street parking is available along the street, and a parking lot provides additional parking for behind the building for businesses along SR 49. The proposed use would include high school students only, therefore, no outside recreation area is required. Pastoral offices and classes would be entirely indoors. Therefore, the size and terrain of the parcel are suitable for the proposed use and Finding D can be made.

**Appeal to Finding D: The appeal does not cite any challenges to this finding. See response to Finding F relative to parking.**

#### **PLANNING COMMISSION Finding E: Under the circumstances of the particular case, the proposed use will not be substantially detrimental to the health, safety, or general welfare of persons in the neighborhood of such proposed use or be substantially detrimental or injurious to property and improvements in the neighborhood**

Landowners within 300 feet were notified of the proposed project. One response was received by phone. George Bennett felt that the school would interfere with tourism. As noted in Finding D, not all uses in the historic district must be tourism-related to support tourism. In Sonora, for example, the success of local downtown restaurants and shops are often tied to the presence of professional offices and county employees working downtown. Professional offices and public education confined to an indoor setting is not anticipated to adversely impact tourism. Instead, students, faculty, church members, and community attending classes can all eat and shop in addition to attending the education center. In that manner, the use could help support businesses downtown. To ensure that visitors or students do not block the sidewalk or otherwise loiter or smoke on the sidewalk, a condition of project approval will be included.



Based on the preceding, Finding E can be made.

**APPEAL TO FINDING E:**

Specifics regarding this finding are not included in the appeal.

**RESPONSE:**

No response required.

**Finding F: The proposed use and design are consistent with adopted city design standards, codes, adopted city short- and long-range plans, and accepted planning and engineering practices.**

Yards, spaces, walls, fences, landscaping

Pursuant to AMC 17.26.060, site development standards in the HC zoning district are:

Development Standard	Complies, Does not Comply, Not Applicable (N/A)
Minimum lot area for new lots, 2,500 square feet	N/A - No new lot is proposed; therefore, the project complies.
Impervious surfaces, 50% maximum	N/A - No changes to existing building coverage are proposed, therefore, the project complies
Maximum building height, 40 feet	N/A No changes to existing building height are proposed, therefore, the project complies.
Lot width: Per planning Commission on a case-by-case basis	No changes to lot size are proposed, therefore, the project complies
Lot depth: Per planning Commission on a case-by-case basis	No changes to lot size are proposed, therefore, the project complies
Front, Rear, Side setbacks - Per planning Commission on a case-by-case basis.	No changes to the existing building will occur, therefore, the project complies.

Parking

Parking in the Historical Commercial Zoning District is governed by AMC Section 17.69.110 as follows:

*Parking requirements for uses in the historic commercial zone and district are as follows:*

*A. Change of Use with No Physical Expansion of the Existing Building Footprint. Where the change of use results in no exterior change or exterior changes consistent with the Secretary of the Interior Standards: 1. Changing a nonresidential use to a nonresidential use (e.g., commercial to commercial, retail to restaurant) requires no additional parking.*

For this project, therefore, no additional parking is required.

Based on the preceding, Finding F can be made.

**APPEAL TO FINDING F:**

**The appeal cites that the use will overburden municipal facilities due to parking because restaurants generate short-term, high-turnover parking, whereas school and office uses create a long-term static parking demand and downtown already faces constrained parking availability. This finding does not consider the operational strain on limited shared parking resources that downtown businesses rely on.**

**RESPONSE TO APPEAL:**

In 2019, Ordinance 494 was adopted in response to downtown businesses and developers expressing concerns that new development, such as the Utica Hotel renovation and expansion, could not occur

due to a lack of space for additional parking if the same standards applied outside the Historic District are applied in the HC district. The City, downtown merchants, HC district landowners and developers all realized that one of the few ways to add new parking in the HC district is to demolish an existing historic structure or vastly alter an existing structure. One of the primary impediments to economic development in the HC district was identified as requiring new parking spaces for the conversion of an existing building use to a new use (with no changes to the existing building footprint). In response, Angels Municipal Code Section 17.69.110 was developed to drastically reduce the requirement to create new parking spaces in the HC zoning district to help stimulate new development in the HC District.

As a result, changing a non-residential use to a non-residential use in the HC district requires no additional parking. The project does not require additional parking. The project was reviewed by Caltrans. That agency found that requiring pick-up and drop-off for students from the lot behind the former Cascabel's satisfied Caltrans' safety concerns.

Three additional parking areas have since been purchased by the City to expand available parking in the HC District (e.g., Napa, vacant lot adjacent to Napa, and lot adjacent to the Pickled Porch) to assist in providing new downtown parking without stifling economic development through onerous parking requirements. Should the City Council determine that the parking code for the HC District does, in fact, overburden municipal utilities, it may direct staff to amend the ordinance accordingly.

#### **OTHER APPEAL ISSUES RAISED:**

**Appeal requests denial, or alternatively, relocation to a more appropriate zoning district outside the core retail corridor and allow the property to remain available for a use that supports economic health, tourism identity, and long-term goals of Angels Camp's historic downtown.**

This is the second application for the school. The first location was used temporarily. Staff have attempted to identify alternative sites for the school, but the applicant has not found one that can accommodate the school. To occupy the current location, the school is restricted to high school students only to avoid outside uses that could create safety concerns for younger students.

A planner's role is to evaluate the impact of a proposed development and consider ways to reduce potential impacts or minimize potential impacts, re-design the project, or, deny the project. However, requiring a relocation to a specific alternative location is extraordinary and potentially subject to a legal challenge.

**In addition to the appeal, the appellant asks that notification of landowners within 300 feet of the proposed project be extended also to building tenants.**

This item is not exclusive to this project. Per Angels Municipal Code Section 17.73.050, landowners within 300 feet shall be notified of a proposed project requiring most planning entitlement. This requirement mirrors state law, and the majority of California planning jurisdictions follow this process (California Government Code Sections 65090-65094). Building tenants within 300 feet of projects generally are not notified because of difficulties in accurately identifying them (i.e., due to turnover) without going door-to-door or without access to an up-to-date business license database. Instead, planners use the assessor's role of current property owners. Currently, agendas for public meetings are posted at City Hall, Fire Station, Post Offices, on the City website and (often) on Facebook. Legal notices also are published in the Calaveras Enterprise.

Staff are investigating alternatives to notify tenants. Three potential solutions have been identified:



1. Anyone can contact [cda@angelscamp.gov](mailto:cda@angelscamp.gov) and ask to have their name/e-mail placed on the distribution list for all Planning Commission and/or City Council Agenda packets. This is and always has been an available alternative.
2. Post an announcement of the proposed project with contact information for submitting comments on the project site itself (similar to posting an ABC license in the window). This would be the least expensive and most efficient means currently available to reach a wider audience.
3. Determine if it is possible to manipulate the city's business license database to generate a list of business owners within 300 feet with e-mails. This alternative could potentially add 2-3 hours to each project to generate the list and distribute notices due to a lack of e-mails for many business license holders and the features contained within the software program. This alternative would notify only those that have obtained a current business license and check their e-mail regularly.

### **ENVIRONMENTAL ANALYSIS**

The Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to the state and City guidelines for the implementation of CEQA pursuant to Section 15301, Class 1 (Existing Facilities) of the CEQA Guidelines. The project involves re-use of an existing commercial structure, and no alterations are proposed with this project application. The site was formerly a restaurant and will be used as a school site, offices, and other education and counseling services with anticipated occupancy of no more than 25 persons. The project will continue to use the existing parking lot at the rear of the site for ingress and egress. The project involves no expansion in intensity or occupancy than the previous use of the property. Further, none of the exceptions in Section 15300.2(a-f) apply as there are no unusual circumstances at the site or that will be caused by the project. The site was previously a restaurant, and it is located in an urban area along Highway 49 surrounded by other commercial establishments. No cultural or biological resources are present that could be altered by the proposed use. The project will not remove any trees or rock/stone outcrops along a scenic highway. There are also no changes occurring to a designated historical resource.

### **ATTACHMENTS:**

- A. Planning Commission Resolution 25-15 with conditions of project approval
- B. Appeal Letter
- C. Applicant Response to Appeal letter
- D. Appellant information submitted 11/12/25
- E. City Council Resolution 25-87A denying the appeal, approving the project with conditions of project approval
- F. City Council Resolution 25-87B upholding the appeal, denying the project (To be referred back to staff and the City Attorney for completion)

# **ATTACHMENT A**

## **Planning Commission Resolution 25-15 with conditions of project approval**

**CITY OF ANGELS**  
**PLANNING COMMISSION**

**Resolution No. 25-15**

**RESOLUTION PASSED AND ADOPTED BY THE CITY OF ANGELS PLANNING  
COMMISSION FOR**

**CONDITIONAL USE PERMIT FOR PASTORAL OFFICES AND A COMMUNITY EDUCATION  
CENTER, SCHOOL AT 1250 SOUTH MAIN STREET  
ASSESSOR'S PARCEL NUMBER: 060-012-026**

**WHEREAS**, the City received an application for pastoral offices, a community education center and school for high school students; and

**WHEREAS**, the City of Angels Municipal Code requires that such development requires a conditional use permit; and

**WHEREAS**, the City of Angels Municipal Code requires that such development requires a finding of Architectural Conformity; and

**WHEREAS**, at a duly noticed public hearing the Planning Commission heard and considered public input on the proposed project;

**NOW THEREFORE BE IT RESOLVED** that the Planning Commission of the City of Angels hereby approves a Finding of Architectural Conformity and Conditional Use Permit based on the following findings and subject to the attached conditions:

- A. The proposed use will involve no exterior alterations and is therefore consistent with the Mother Lode Style of Architecture and a Finding of Architectural Consistency can be made; and
- B. The proposed use is consistent with the City of Angels Municipal Code; and
- C. The proposed use is consistent with the City of Angels general plan; and
- D. The proposed use will not overburden existing municipal facilities; and
- E. The size and terrain of the parcel are suitable for the proposed use; and
- F. Under the circumstances of the particular case, the proposed use will not be substantially detrimental to the health, safety, or general welfare of persons in the neighborhood of such proposed use or be substantially detrimental or injurious to property and improvements in the neighborhood; and
- G. The proposed use and design are consistent with adopted city design standards, codes, adopted city short- and long-range plans, and accepted planning and engineering practices; and

H. The Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to the state and City guidelines for the implementation of CEQA Section 15301, Class 1 (Existing Structures).

The foregoing resolution was introduced and moved for adoption October 9, 2025, by

\_\_\_\_\_ and duly seconded by Commissioner \_\_\_\_\_. PASSED AND ADOPTED

THIS 9<sup>th</sup> day of October, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
John Broeder, Chairman

ATTEST:

\_\_\_\_\_  
Caytlyn Schaner, City Clerk  
City of Angels

CONDITIONS OF PROJECT APPROVAL

CONDITIONAL USE PERMIT FOR PASTORAL OFFICES AND A COMMUNITY EDUCATION  
CENTER, SCHOOL AT 1250 SOUTH MAIN STREET  
ASSESSOR’S PARCEL NUMBER: 060-012-026

THIS IS NOT A BUILDING PERMIT

1.

This permit is issued to allow for: Pastoral Offices for Calaveras Presbyterian Church including an Education Center (school) for Church members and the community at large. Classes for high school students only will occur at the site. Music classes for violin, piano, music theory, senior citizen tai chi class, marriage or parenting classes, various bible studies, may occur. Building occupancy is not anticipated to exceed 25; however, building occupancy is limited to 49.
2.

To the fullest extent permitted by law, Applicant shall defend, indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, consultants, and volunteers (collectively, “City’s Agents”) from any and all liability arising out of a claim, action, or proceeding against City, or City’s Agents, to attack, set aside, void, or annul an approval concerning the project, any applicable Permit, or subsequent City approvals. Applicant’s duty to indemnify and hold harmless shall not extend to any claim, action, or proceeding arising from the gross negligence or willful misconduct of City or City’s Agents.

Upon receiving notice of a claim, action, or proceeding, Applicant shall assume the defense of the claim, action, or proceeding through the prompt payment of all attorneys’ fees and costs, incurred in good faith and in the exercise of reasonable discretion, of City’s counsel in defending such an action. City shall have the absolute and sole authority to control the litigation and make litigation decisions, including, but not limited to, selecting counsel to defend City and settlement or other disposition of the matter. The modification of a proposal by the applicant or the imposition of conditions by the City shall not alter the effectiveness of this indemnity obligation.

3.

Communicable Disease Waiver and Release: Applicant waives and releases the City from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 or other communicable disease that occurs, or is alleged to occur, during any activities undertaken at the project site. Applicant also agrees to defend, indemnify, and hold City harmless from any and all claims, causes of action, allegations, or assertions made against City or City’s employees arising from or relating to actual or alleged infection occurring during any event at the site, except where caused by the sole negligence or willful misconduct of the City.

Prior to commencing site use:

4.

The project proponent shall sign and acknowledge these conditions of approval.
5.

A life safety inspection shall be conducted by the Building Inspector. All improvements and requirements identified by the Fire Department shall be installed and maintained throughout the life of the project or as applicable.

Throughout the Life of the Project:

6.

Student outdoor recreation is not permitted.
7.

Students and visitors shall not loiter or otherwise block the sidewalk in front of the building.

- 8. The project shall not exceed the noise standards established in the City of Angels General Plan.
- 9. This permit does not include approval for serving students food on site. No cafeteria is approved herein. Approval and permitting from the Calaveras County Environmental Management Division and an amendment to this permit is required prior to allowing for food service for students at the site.
- 10. A Building Permit is required for any interior alterations. It is the responsibility of the owner and applicant to check with the City Building Department before undertaking building alterations.
- 11. There shall be no outdoor storage associated with school operations visible from any public right-of-way or neighboring property.
- 12. New signage, temporary or permanent, shall occur only after issuance of a sign permit by the City.
- 13. The Project shall remain in compliance with all applicable local, state and federal regulations.
- 14. Significant changes to the above conditions shall require an amendment to this Conditional Use Permit.
- 15. The City Planner, in consultation with the City Building Inspector, may approve minor deviations from these conditions.
- 16. The Project Proponent will maintain a valid City business license throughout the life of the project.
- 17. The Project shall comply with all provisions of the Project Description and these land use entitlements as approved herein.
- 18. (Added 10/9/25 by Planning Commission, pending Caltrans approval). All drop-offs and pick-ups shall be via the parking lot behind the building.

I, (we) \_\_\_\_\_, have read, understand, and acknowledge the preceding conditions.

(Print Name \_\_\_\_\_)

Owner

(Print Name \_\_\_\_\_)

**Figure 5-1 : Exterior Community Noise Exposure Levels-  $L_{dn}$  or CNEL, (in Decibels, dB)**

Decibels	55	60	65	70	75	80
Land Use Category						
Residential low-density, single-family, duplex, mobile homes	Normally Acceptable					
		Conditionally Acceptable				
				Normally Unacceptable		
					Clearly Unacceptable	
Residential multi-family	Normally Acceptable					
		Conditionally Acceptable				
				Normally Unacceptable		
					Clearly Unacceptable	
Transient lodging, motels, hotels	Normally Acceptable					
		Conditionally Acceptable				
				Normally Unacceptable		
					Clearly Unacceptable	
Schools, libraries, churches, hospitals, nursing homes	Normally Acceptable					
		Conditionally Acceptable				
				Normally Unacceptable		
					Clearly Unacceptable	
Auditoriums, concert halls, amphitheaters (during use)						
	Conditionally Acceptable					
			Clearly Unacceptable			
Sports arena, outdoor spectator sports (during use)						
	Conditionally Acceptable					
				Clearly Unacceptable		
Playgrounds, neighborhood parks	Normally Acceptable					
				Normally Unacceptable		
					Clearly Unacceptable	
Golf courses, riding stables, water recreation, cemeteries	Normally Acceptable					
				Normally Unacceptable		
					Clearly Unacceptable	
Office buildings, business, commercial and professional	Normally Acceptable					
				Conditionally Acceptable		
					Normally Unacceptable	
Industrial, manufacturing, utilities, agriculture	Normally Acceptable					
				Conditionally Acceptable		
					Normally Unacceptable	

### General Plan Noise Limits



**Figure 5-1 Key:****Normally Acceptable:**

Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.

**Conditionally Acceptable:**

New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design. Conventional Construction, but with closed windows and fresh air supply systems or air conditioning will normally suffice.

**Normally Unacceptable:**

New construction or development should generally be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.

**Clearly Unacceptable:**

New construction or development should generally not be undertaken.

# **Attachment B:**

## **Appeal Letter**

To: City of Angels Planning Commission  
 Attn: Amy Augustine, AICP – City Planner  
 Re: Opposition to Conditional Use Permit for Calaveras Presbyterian Church –  
 1250 South Main Street (Formerly Cascabel's)  
 Date: 10/17/2025

Dear Chair Broeder and Members of the Planning Commission,

We, the undersigned Downtown Angels Camp business owners and operators, respectfully submit this letter in opposition to the proposed Conditional Use Permit (Resolution 25-15) allowing the conversion of the former Cascabel's restaurant at 1250 South Main Street into pastoral offices and a church education center.

Our concern is not with the mission or values of the church, but with the incompatibility of this land use within the Historic Commercial (HC) district, the heart of our downtown business corridor. The proposed use conflicts with the intent of the HC zoning district and with multiple stated goals of the City's General Plan related to economic vitality, tourism, and downtown vibrancy.

Below we outline specific points of concern and factual reasons the project should be reconsidered.

#### 1. Inconsistent with the Intent of the Historic Commercial Zone

While the proposed use meets architectural conformity standards, architectural appearance alone does not ensure compatibility with downtown's commercial intent.

The Historical Commercial zone exists to preserve both the character and economic vitality of Angels Camp's Main Street. The adaptive reuse of a prime, street-level commercial storefront for a private, non-retail, tax-exempt institutional use runs counter to that purpose.

Downtown storefronts should remain accessible to the public, contributing to pedestrian traffic and active commerce. Converting one into a private education facility effectively removes a retail-facing space from the commercial inventory and diminishes overall downtown activity. There is already a struggle with the large amount of vacant or "dark" buildings and this does not go by unnoticed by our visitors. When visitors come to a historic district that is largely comprised of empty or office or administrative type buildings, they are less likely to return, thus impacting a local economy that is greatly dependent on tourism.

#### 2. Contradiction of the City's General Plan Economic Goals

The staff report cites Goal 10A of the City's General Plan — "Maintain and enhance the city's economic vitality while conserving its social, cultural, environmental, and aesthetic resources." This project does the opposite:

It removes a sales-tax-generating use (restaurant) and replaces it with a non-commercial use that contributes no economic output or fiscal benefit.

It reduces tourism-supportive diversity of uses (Policy 10.A.1) by introducing a use that neither attracts visitors nor invites public interaction.

It sets a precedent for further conversion of commercial storefronts to institutional or private uses, undermining the downtown revitalization goals the City has invested in.

### 3. Negative Impact on Downtown Foot Traffic and Tourism

Restaurants and retail shops draw consistent pedestrian activity throughout the day and evening, directly supporting neighboring businesses.

By contrast, a church education center would:

Operate primarily during limited weekday hours, leaving the storefront inactive for large portions of the week.

Attract users (students and staff) who are not visiting other downtown shops or restaurants, thus removing vital circulation and cross-spending.

Create a “dark window” in the downtown core, visually signaling reduced business vitality to visitors.

Vibrant, open, and publicly engaging storefronts are critical to sustaining tourism along the City’s Main Street corridor. A private institutional use diminishes that dynamic.

### 4. Parking and Circulation Concerns

The staff report states that no additional parking is required because the building footprint is unchanged. However, this assumption overlooks a key functional difference:

Restaurants generate short-term, high-turnover parking, whereas school and office uses create long-term, static parking demand.

Downtown Angels Camp already faces constrained parking availability.

Staff and students occupying spaces for extended hours will reduce turnover for paying customers, directly affecting nearby retail and dining establishments.

The finding that the use “will not overburden municipal facilities” does not consider the operational strain on limited shared parking resources that downtown businesses rely upon.

### 5. Economic and Fiscal Impacts

This conversion eliminates one of downtown’s few remaining restaurant-ready spaces, which are essential for tourism and community gathering.

Additionally:

As a tax-exempt entity, the church will not contribute property tax revenue.

The loss of sales and transient visitor spending will reduce the overall economic circulation that supports local jobs and small businesses.

The cumulative effect of institutional uses occupying commercial spaces is a less sustainable downtown economy.

### 6. Precedent and Long-Term Planning Implications

Approving this Conditional Use Permit would set a precedent encouraging other non-commercial, low-activity uses within the core business district.

Once converted, it is unlikely such spaces would easily transition back into commercial use, particularly after kitchen and restaurant infrastructure have been removed. This undermines years of coordinated effort by the City and business community to revitalize Main Street as a retail and dining destination.

## 7. Conclusion and Request

For these reasons, we respectfully request that the Planning Commission deny the Conditional Use Permit for 1250 South Main Street or, alternatively, require relocation to a more appropriate zoning district outside the core retail corridor. This would allow the property to remain available for a use that supports the economic health, tourism identity, and long-term goals of Angels Camp's historic downtown.

We thank the Commission and City staff for considering the perspective of the local business community, whose livelihoods depend on maintaining a strong and active downtown district.

Respectfully submitted,

Downtown Angels Camp Business Community

(Collective signature page attached)

### \*Additional Notes:

For the week of October 13-17, 2025 it has been observed by several nearby downtown businesses that school has been in session and students were seen loitering and shouting in front of the proposed site, with loud music coming from the building.

## SIGNATURE PAGE

SIGNATURE	BUSINESS	DATE
	The Salon	10-17-25
	Shorties Barber Shop	10/17/25
	STORIES IN STONES	10/17/25
	Crafty Chicks & Co	10/17/25
	Nellie Lou's Antiques	10/17/25
	Ladies & Gents UC	10/17/25
	Mingo's - Pickled Porch	10-17-25
	Miner's Lounge	10/17/25
	Minors Lounge	10/17/25
	Endocrine Hormone Health LLC	10/17/25
	Jinnie The Label	10/17/25
	Claws by Ally Cat	10/18/25
	Michelle Co-owner	10-18-2025
	Eli's Forks	10-18-2025
	Avellino Italian Market & Wine Bar	10/18/25

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### 6. Precedent and Long-Term Planning Implications

Approving this Conditional Use Permit would set a precedent encouraging other non-commercial, low-activity uses within the core business district.

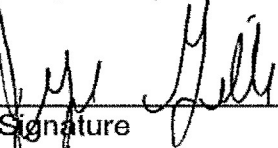
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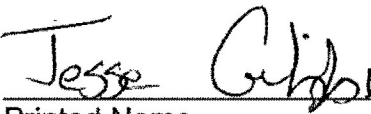
7. Conclusion and Request

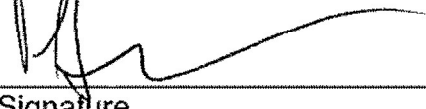
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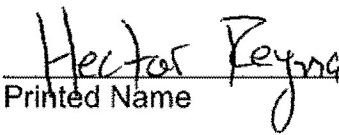
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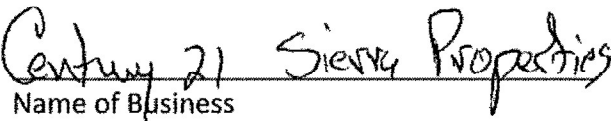
Respectfully submitted,

  
Signature

  
Printed Name

  
Signature

  
Printed Name

  
Name of Business

  
Date Signed

# **Attachment C:**

## **Applicant Response to Appeal letter**

**Response to Complaints Regarding Conditional Use Permit for Church School at 1252 South Main Street, Angels Camp**

**To the Planning Commission of the City of Angels Camp:**

The New Geneva School, operating at 1252 South Main Street, respectfully submits this response to the complaints raised by certain businesses as spearheaded by certain known malcontents. We appreciate the opportunity to address these concerns and demonstrate that our use of the property is consistent with the zoning regulations, the City’s General Plan, and the long-term vitality of the Historic Commercial Zone. We assert that the Conditional Use Permit (CUP) for our educational institution should be upheld for the reasons outlined below.

**Response to Specific Complaints**

**1. Alleged Inconsistency with the Intent of the Historic Commercial Zone**

The complainants argue that the church school’s use of a street-level commercial storefront is inconsistent with the Historic Commercial Zone’s purpose of preserving economic vitality and public accessibility. We respectfully disagree and submit the following:

- **Compliance with Zoning Standards:** The church school’s use complies with the architectural conformity standards of the Historic Commercial Zone, as acknowledged in the staff report. Beyond aesthetics, our institution actively contributes to the zone’s character by repurposing a previously underutilized space, consistent with adaptive reuse principles that preserve historic structures.
- **Contribution to Economic and Social Vitality:** The presence of our school enhances downtown activity by bringing students, staff, and families to the area during daytime hours, contributing to pedestrian traffic. These individuals patronize nearby businesses, including cafes, shops, and service providers, fostering cross-economic activity. The school’s operation prevents the property from becoming another vacant storefront, a concern explicitly raised by the complainants regarding the prevalence of “dark” buildings.
- **Public Accessibility and Community Benefit:** While the school is a private institution, it serves the public interest by providing educational services, a recognized community benefit under municipal zoning principles. The facility will be used to promote and drive community events, such as the Festival of Nine Lessons and Carols, the Bach Festival in Sonora, salon concerts, charity events, open houses, music lessons, pubic workshops, etc. all of which invite public engagement and align with the cultural and social objectives of the Historic Commercial Zone.

The conversion of the space to an educational use does not diminish the commercial inventory but rather diversifies the mix of uses, supporting a balanced and vibrant downtown that appeals to residents and visitors alike.

## 2. Alleged Contradiction of the City’s General Plan Economic Goals

The complainants assert that the church school’s use contradicts Goal 10A of the City’s General Plan by replacing a sales-tax-generating restaurant with a non-commercial use. We counter that the restaurant has been gone for months, and the owners took all the equipment with them, while the school’s operation aligns with and advances the General Plan’s objectives:

- **Economic and Social Balance:** Goal 10A emphasizes maintaining economic vitality while conserving social, cultural, environmental, and aesthetic resources. The church school directly supports these aims by providing a high-quality educational service that enhances the social fabric of Angels Camp. Education is a cornerstone of community development, attracting families and fostering long-term economic stability.
- **Tourism-Supportive Diversity:** Policy 10.A.1 encourages a diversity of uses to support tourism. The church school contributes to this diversity by offering a unique community-oriented institution that complements retail and dining establishments. Visitors to historic downtowns often seek cultural and educational attractions, and our school provides such an anchor, enhancing the area’s appeal as a destination.
- **Mitigating Vacancy Risks:** The complainants highlight the issue of vacant buildings impacting tourism. The church school’s occupancy of 1252 South Main Street ensures that a prime storefront remains active and maintained, avoiding the negative visual and economic impact of a vacant property. Anyone looking in the door sees a building filled with happy productive young adults, many which are in suit and tie and professional dress. This aligns with the General Plan’s goal of revitalizing downtown.

The school’s presence does not set a precedent for widespread conversion to institutional uses but rather demonstrates a thoughtful adaptive reuse that supports the City’s broader economic and cultural goals.

## 3. Alleged Negative Impact on Downtown Foot Traffic and Tourism

The complainants claim that the church school reduces pedestrian activity and creates a “dark window” in the downtown core. We refute these claims with the following:

- **Pedestrian Activity:** The school operates during regular daytime hours, generating consistent foot traffic from students, staff, and visitors. Unlike a restaurant, which may see peak activity only during meal times, the school provides steady daytime circulation, benefiting nearby businesses that rely on daytime customers.
- **Visual Vitality:** The school will maintain an active and welcoming storefront, with signage, displays, and exterior maintenance that enhance the aesthetic appeal of Main Street. The facility does not present as a “dark window” but as a vibrant, community-oriented space that signals downtown vitality.

- **Tourism Enhancement:** Educational institutions in historic districts are often viewed as cultural assets that attract visitors interested in community history and local character. The church school's presence diversifies the downtown experience, making Angels Camp a more compelling destination for tourists seeking authentic, community-driven attractions.

#### 4. Parking and Circulation Concerns

The complainants raise concerns about parking demand and circulation, alleging that the school's long-term parking needs strain downtown resources. We address these concerns as follows:

- **Compliance with Parking Regulations:** The staff report correctly notes that no additional parking is required because the building footprint remains unchanged. The church school's parking demand is consistent with the zoning code's requirements for institutional uses and does not exceed the capacity of available public parking. Only two students drive and require parking, and two parking spaces are owned by the building. There is ample public parking with empty spaces ALWAYS being available from our observation.
- **Mitigation Measures:** The school has implemented measures to minimize parking impacts, including drop of only in the back per CalTrans and encouragement of carpooling. These efforts ensure that parking spaces remain available for short-term retail and dining customers.

#### 5. Alleged Economic and Fiscal Impacts

The complainants argue that the church school's tax-exempt status and replacement of a restaurant-ready space harm the local economy. We respond as follows:

- **Economic Contributions:** While the church school is tax-exempt, it generates significant indirect economic benefits by attracting families to the area, many of whom patronize local businesses. The school employs staff, contracts with local vendors for supplies and services, and supports community events that drive economic activity.
- **Preservation of Commercial Viability:** The space at 1252 South Main Street was not occupied by an active restaurant at the time of the school's lease, and its prior vacancy contributed to the "dark" building issue cited by the complainants. The school's tenancy ensures the property remains economically active and well-maintained, preserving its long-term commercial viability.
- **Tourism and Community Gathering:** The school will serve as a community hub, hosting events and activities that draw residents and visitors to downtown, supporting the tourism-driven economy. The loss of one potential restaurant space does not outweigh the broader community benefits provided by the school's presence.

#### 6. Alleged Precedent and Long-Term Planning Implications

The complainants express concern that approving the CUP sets a precedent for non-commercial uses in the downtown core. We counter that:

- **Case-Specific Approval:** The CUP process is designed to evaluate each use on its merits, ensuring that approvals are tailored to specific circumstances. The church school's operation is a unique adaptive reuse that addresses a community need while maintaining the property's compatibility with the Historic Commercial Zone.
- **Reversibility of Use:** The complainants' assertion that the space cannot transition back to commercial use is speculative. The school's modifications to the property are minimal and reversible, preserving the option for future commercial tenants, including restaurants, should market conditions warrant.
- **Support for Revitalization Goals:** The school's presence aligns with the City's revitalization efforts by reducing vacancy rates, maintaining the property's condition, and contributing to a vibrant, mixed-use downtown that appeals to both residents and visitors.

## 7. Response to Additional Notes (Observed Behavior from October 13-17, 2025)

The complainants note observed student behavior, including loitering, shouting, and loud music, during the week of October 13-17, 2025. We take these concerns seriously, particularly since they are total fabrications. The policy for the week in question was to not allow any students to be in the front at all during school hours, and for all traffic to happen through the secluded and quiet back door area.

In addition with regards to our outstanding studentsL

- **Behavioral Policies:** The church school maintains strict policies governing student conduct, including prohibitions on loitering and disruptive behavior. These policies are enforced through staff supervision and disciplinary measures.
- **Community Engagement:** The school is committed to being a good neighbor and will implement any necessary measure to mitigate any disruptions.

## Conclusion and Request

The New Geneva School respectfully requests that the Planning Commission uphold the Conditional Use Permit for 1252 South Main Street. Our institution's operation is consistent with the Historic Commercial Zone's intent, aligns with the City's General Plan, and contributes to the economic, social, and cultural vitality of downtown Angels Camp. The school addresses the critical issue of vacant storefronts, enhances pedestrian activity, and supports the community's long-term revitalization goals. We are committed to working collaboratively with the City and the business community to address any operational concerns and ensure that our presence strengthens, rather than diminishes, the vibrancy of Main Street.



We thank the Planning Commission and City staff for their consideration and remain available to provide additional information or participate in further discussions to resolve outstanding concerns.

Respectfully submitted,

**Brook Moes**

**Academic Dean, The New Geneva School**

**Pastor, Calaveras Presbyterian Church**

**209-612-1648**

**Date: October 20, 2025**

**Attachment D:**

**Additional Appellant information  
submitted 11/12/25**

## **NEGATIVE IMPACTS OF A PRIVATE SCHOOL LOCATED IN A HISTORIC DISTRICT**

### **1. Incompatibility with the Commercial Core Purpose**

- The historic downtown district is intended to serve as a commercial, cultural, and social hub, encouraging foot traffic, tourism, dining, and retail activity.
- A private school is not a public-facing enterprise and does not contribute to the district's economic vitality. It occupies valuable commercial real estate that should be used for businesses open to the public.

### **2. Reduction in Economic Activity**

- Schools do not generate sales tax revenue, nor do they attract shoppers, diners, or visitors.
- Their presence can displace potential restaurants, shops, or entertainment venues that drive downtown recovery and sustainability.
- Reduced daytime and weekend traffic translates to fewer customers for nearby businesses.

### **3. Incompatibility with Adjacent Uses**

- Downtown Angels Camp includes bars, restaurants with liquor licenses, live music venues, and late-night events.
- These are not suitable or compatible with a school environment, where noise, alcohol sales, and nightlife activities could create conflicts and potential complaints.

### **4. Negative Impact on Downtown Character and Tourism**

- Historic districts thrive on vibrancy, diversity, and accessibility.
- A private school creates periods of inactivity during weekends, evenings, and school breaks, reducing energy and curb appeal in the area.
- **It also sends a signal that the downtown is shifting from a public destination to institutional or private use, discouraging tourism and investment.**

### **5. Loss of Limited Commercial Space**

- With many existing storefronts already converted to offices and personal services (salons, realtors, chiropractors, etc.), the few remaining retail-oriented spaces are critical for maintaining a balanced and inviting mix of uses.
- Allowing a private school further limits opportunities for restaurants, retail shops, or art spaces that draw locals and visitors alike.

**6. Parking and Traffic Concerns**

- Schools create peak-hour congestion during drop-off and pick-up times, conflicting with normal downtown traffic and parking needs.
- Visitors, diners, and shoppers may be deterred by limited parking or blocked access during these hours.

**7. Inconsistency with Downtown Revitalization Goals**

- City and community revitalization plans typically emphasize increasing tourism, supporting small businesses, and preserving historic charm.
- A private school does not align with these goals and could set a precedent for further non-commercial institutional uses that dilute downtown's identity.

**8. Limited Community Access and Benefit**

- Unlike a public facility, a private school serves a closed membership—students and families only.
- It provides minimal benefit to the broader community, especially compared to a restaurant, shop or gallery that welcomes all residents and visitors.

To Members of Angels Camp City Council,

October 20, 2025

I have been trying to make Angels Camp Historic Downtown vibrant since 2016 when I purchased a dilapidated building and remodeled it. I have spent thousands of dollars in this town trying to make it something people want to come to and enjoy. I have run 2 businesses for almost 8 years and it has not been easy. Swimming upstream with property owners who won't rent spaces, parking issues, Covid just to name a few. We have absolutely no signage driving tourists to this area and when they do find us, buildings sit empty and sidewalks are filthy.

I am a firm believer that business creates business. A charter high school and church office space does not help that belief. The Cascabel space should be another restaurant or retail space bringing locals and visitors to this area and creating tax revenue.

The alley to be used for dropping off/picking up students during a high traffic time is only wide enough for 1 car and has blind spots. There is zero outdoor space for the kids of this school to utilize for breaks. This is completely inadequate, and I am surprised planning approved this concept.

There are far better spaces in this town for this school to locate. Downtown is not the right fit.

Thank you,

Gretel Tiscornia

Owner Pickled Porch Café and Mingos on Main

**11/18/2025**

**Historic Downtown Land Use Concern**

Dear Mayor, Councilmembers, and City Staff,

This statement requests that the City Council reconsider approval allowing a private high school to occupy the last remaining restaurant-ready building in the historic downtown district. The downtown area has already been weakened by economic downturns, reduced visitor traffic following the highway bypass, and a growing concentration of offices and personal service businesses that generate little sales tax or tourism activity. With more than half of storefronts no longer serving retail or hospitality purposes, preserving remaining commercial spaces is critical to economic recovery. The introduction of a school, while valuable educationally, is incompatible with nearby restaurants, tasting rooms, and bars, and would further reduce evening activity and revenue potential. The community respectfully urges the Council to reaffirm downtown's intended use as a commercial, cultural, and visitor-oriented district, and to help identify a more appropriate site for the school outside the historic core.

Please refer to the attached documents for comparisons between the Historic Districts of Angels Camp and those of our nearest neighbor, Murphys.

Respectfully submitted,

Concerned Downtown Business Owners and Community Members

# DOWNTOWN ANGELS CAMP BUSINESS LIST

## BY CATEGORY

*As you can see from this list, “retail/hospitality” type businesses take up the minority of storefronts in our historic downtown district. Not counting the 2 “pending’ food businesses or the private school, the current ratio of RETAIL/HOSPITALITY to OTHER IS 37% TO 63%. This is troubling for a district that depends on return local AND tourist dollars.*

### RETAIL/HOSPITALITY

#### RESTAURANT/FOOD

AVELLINO ITALIAN MARKET & WINE BAR  
CRUSCOS RISTORANTE  
LEMON TREE BAKERY  
PICKLED PORCH CAFÉ  
THE PARLOR

#### BAR

MINERS LOUNGE  
MY BAR

#### RETAIL

CRAFTY CHICKS & CO.  
JONNIE THE LABEL  
LADIES & GENTS.  
MINGOS  
NELLIE LOU’S ANTIQUES  
PAUL JAMES JEWELERS  
STORIES IN STONES  
TURNERS WILD WEST

#### ENTERTAINMENT

ANGELS MOVIE THEATRE  
DARBY’S GOLD PANNING (APPT ONLY)

#### PENDING

THE KILTIED VIKING  
49ER EATS

### OTHER

#### OFFICES

CENTURY 21 SIERRA PROPERTIES  
HABITAT FOR HUMANITY CALAVERAS  
HIGHLAND FINANCIAL  
NEXT HOME REALTY - UTICA  
US POST OFFICE

#### PROFESSIONAL SERVICES

ANGELS CAMP BODY SHOP & FITNESS GYM  
CALAVERAS CUSTOMS  
FOXY FACE  
GHH WELLNESS SPACE  
GREG PLAUGHER, CHIROPRACTOR  
JOYCE MARKWICK, PSYCHIC MEDIUM  
SCULPT N GLOW  
SHORTIE’S BARBER SHOP  
SIGNAL SERVICE  
THE SALON  
VERONICA’S SALON  
YING LI, MASSEUSE

#### VACANT BUILDINGS

BROSEMER BUILDING  
CRAWLEY’S AUTO  
FLANNIGAN BLDG (FORMER MTN MOTIVE)  
MERCANTILE BLDG  
OLD PRESTIGE GALLERY (OFFICE AS OF 11/10)  
WHEELER GARAGE (FORMER KAYAK RENTAL)  
UTICA HOTEL (2 STORE FRONTS)  
49 MOTORS (EAST SIDE OF HWY)  
OLD GOLF CART REPAIR PLACE  
SIGNAL SERVICE (HALF OF STOREFRONT)  
LODE HOTEL

#### MISC

NATE NATHAN’S MUSIC TEMPLE



# DOWNTOWN MURPHYS BUSINESS LIST BY CATEGORY

Section 7, Item A.

*Murphys is the town that tourists head to after bypassing Angels Camp. As you can see from this list, "retail/hospitality" type businesses take up the MAJORITY of storefronts in the Murphys historic downtown district.*

## RETAIL

INDEPENDENT MERCANTILE  
KRISTINE'S CLOTHING  
MURPHYS ART GLASS  
MURPHYS MOTORCYCLE CO  
MURPHYS TREASURES  
SIERRA NEVADA ADVENTURE CO.  
THE SPICE TIN  
WILLOW ANTIQUES  
MARSOLIO'S  
BOOKS ON MAIN  
KCK COLLECTABLES  
JEAN & JANE  
MURPHYS VILLAGE TOYS  
BRIGHT EYED & BUSHY TAILED  
SUSANNA'S  
MYSTICAL EMPORIUM  
SERENDIPITY  
SHIRT TALES  
CREATIVE COOKWARE  
HANK'S VINTAGE  
DEA BATHROOM MACHINERIES

JOIE DE VIE  
TIMBERCRAFT  
COUNTRY HUTCH FLORAL  
MURPHYS DOG SHOP  
MOON ALLEY CANDLES  
MAISIE BLUE  
THE MAN CAVE  
BEE ESSENTIALS

## RESTAURANT /FOOD

ALCHEMY  
ARIA  
GOLD COUNTRY ROASTERS  
FIREWOOD  
MURPHYS WINE BAR  
GROUNDS  
MURPHYS GRADE  
MURPHYS IRISH PUB  
MURPHYS POURHOUSE  
PABLITO'S BASECAMP  
V RESTAURANT, BISTRO & BAR  
JESUS' RESTAURANT  
MURPHYS HOTEL  
TOSCANAS  
HOUSE OF PITA  
DOKE SUSHI  
JOMAS ICE CREAM  
NELSON'S CANDIES  
DALTON'S DOLE WHIP  
SHAVED ICE TRUCK

## LODGING

MURPHYS HOTEL  
MURPHYS HOUSE ON MAIN  
MURPHYS INN  
VICTORIA INN

## TASTING ROOMS

MILLAIRE  
BODEGA DEL SUR  
LAVENDER RIDGE  
GOSSAMER CELLARS  
FOUR WINDS  
TANNER  
HATCHER  
BROLL MOUNTAIN  
BOYLE MCDONALD  
BLACK SHEEP  
HOVEY WINERY  
LA FOLIA  
FROGS TOOTH  
JAZZ CELLARS  
ALLEGORIE  
VINA MODA  
NEWSOME HARLOW  
VILLA VALLECITO  
VAL DU VINO

## MISC

NDGW RUBY PARLOR  
NATIVE SONS HALL  
CVB

## OFFICES

SABRINA JULIAN INVEST  
REMAX SMITH TEAM  
C21 SIERRA PROPERTIES  
PREMIER PROPERTIES  
UPUD  
VACANT OFFICE

## **Attachment E:**

City Council Resolution 25-87A denying  
the appeal, approving the project with

Conditions of project approval as  
approved by the Planning Commission

Conditions of project approval as  
Amended by the City Council

CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION No. 25-87A

Section 7, Item A.

**A RESOLUTION OF THE CITY OF ANGELS CITY COUNCIL  
DENYING THE APPEAL/UPHOLDING THE PLANNING COMMISSION'S APPROVAL OF RESOLUTION 25-15  
WITH THE CONDITIONS AS APPROVED BY THE PLANNING COMMISSION OR  
WITH CHANGES TO THE CONDITIONS AS APPROVED BY THE PLANNING COMMISSION**

**WHEREAS**, the City received an application for pastoral offices, a community education center and school for high school students; and

**WHEREAS**, the City of Angels Municipal Code requires that such development requires a conditional use permit; and

**WHEREAS**, the City of Angels Municipal Code requires that such development requires a finding of Architectural Conformity; and

**WHEREAS**, at a duly noticed public hearing the Planning Commission heard and considered public input on the proposed project; and

**WHEREAS**, the project is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15301 (Existing Facilities), as the project involves no expansion to the existing commercial structure or former use at the site; and

**WHEREAS**, pursuant to Planning Commission resolution 25-15, the Planning Commission approved the project on a vote of 4-0-1 (Stammerjohan absent); and

**WHEREAS**, pursuant to Angels Municipal Code Section 17.81.010, an appeal was filed challenging the Planning Commission's approval on October 17, 2025; and

**WHEREAS**, at a duly noticed public hearing, the City Council heard and considered public input on the proposed project appeal; and

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Angels hereby denies the appeal and upholds the Planning Commission's approval for a Finding of Architectural Conformity and Conditional Use Permit based on the following findings and subject to the attached conditions:

- A. The proposed use will involve no exterior alterations and is therefore consistent with the Mother Lode Style of Architecture and a Finding of Architectural Consistency can be made; and
- B. The proposed use is consistent with the City of Angels Municipal Code; and
- C. The proposed use is consistent with the City of Angels general plan; and
- D. The proposed use will not overburden existing municipal facilities; and
- E. The size and terrain of the parcel are suitable for the proposed use; and
- F. Under the circumstances of the particular case, the proposed use will not be substantially detrimental to the health, safety, or general welfare of persons in the neighborhood of such proposed use or be substantially detrimental or injurious to property and improvements in the neighborhood; and

- G. The proposed use and design are consistent with adopted city design standards, codes, and short- and long-range plans, and accepted planning and engineering practices; and
- H. The Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to the state and City guidelines for the implementation of CEQA Section 15301, Class 1 (Existing Structures).

Passed and adopted this 18<sup>th</sup> day of November 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Michael Chimento, Mayor

\_\_\_\_\_  
Michelle Gonzalez, City Clerk



**HOME OF THE JUMPING FROG**

## **Attachment F:**

### **City Council Resolution 25-87B Denying the Project and Upholding the Appeal**

**TO BE RETURNED TO STAFF  
AND CITY ATTORNEY**



## MEMORANDUM

### City of Angels City Council

**Date:** 11/18/2025

**To:** City Council

**From:** Amy Augustine, AICP

**Re:** Resolution 25-88 Authorizing an Application for a Micro-Enterprise Community Development Block Grant (CDBG)

#### **Recommendation:**

Approve Resolution 25-88 Authorizing an Application for a Micro-Enterprise Community Development Block Grant (CDBG)

#### **Background/Discussion:**

The grant program intends to emphasize the downtown historic district, but with availability citywide, and would include, but not be limited to:

- Assisting commercial tenants in physically rehabilitating/upgrading a building to convert it from vacant to active use
- Securing equipment to run a new business
- Providing working capital for start-up businesses
- Assistance in how to run a new business (e.g., the permitting process)
- Other tasks that may be identified

The City held two public outreach events in conjunction with this application during the 2024 funding cycle: One on October 24, 2024, with Destination Angels Camp and one on October 28, 2024, for local business owners. Approximately 20 merchants attended representing 14± businesses—12 of them located in the Historic Commercial (HC) district.

Staff received approval from the City Council on 7/16/24 to pursue the same grant application for a Microenterprise CDBG to assist with economic development, emphasizing the downtown historic district, but including all of the City. The application was prepared and submitted within two hours of the grant portal opening. The City did not receive the grant as it was oversubscribed within an hour of the state portal opening.

The California Department of Housing and Community Development released a Notice of Funding Availability (NOFA) September 30, 2025, which includes the same funding source. A total of \$27,000,000 in federal funds is being made available. Applications are accepted commencing December 1, 2025, at 9:00 a.m. Staff investigated the availability of the City's former CDBG grant consultant, Adams/Ashby (that firm successfully secured nearly a half-dozen CDBG in the last cycle) to prepare and submit the application. Unfortunately, the firm does not do economic development

(microenterprise) grants. Based on the 2024 exhaustion of funding within the first hour of opening for applications, staff is proposing to involve all available office staff at City Hall to submit the grant within one hour of the grant portal opening on 12/1/25 to expedite the submittal (from 9 a.m. – 10 a.m.). This, coupled with an allocation of 25% of available funds being set aside for those jurisdictions that have not received grant funding in the past five years (other than Covid relief), increases the City's chances of success.

Applications can be for up to \$1.5 million to assist for-profit small businesses. The City expects to apply for the maximum. A similar grant was secured in the past with implementation planned through Destination Angels Camp (DAC). Ultimately, DAC declined to implement that portion of the grant requiring underwriting (making subgrants and loans). The grant term is two years and nine months. The grant is intended to encourage jobs for those without college degrees.

Per discussions between staff and the California Department of Housing and Community Development, the state recommended that staff not be tasked with undertaking business/grant underwriting. Therefore, staff propose hiring a project underwriter to assist in implementing the program. Staff previously met with the Bank of Stockton and that finance institution agreed to provide underwriting services in 2024 for this same program. Staff will again meet with Bank of Stockton to confirm they remain willing to assist the city with underwriting.

**Financial Impact**

If successful, the City could secure \$1.5± million to assist small businesses in the city through grants and/or loans. A portion of the funds would pay for an underwriter for the program.

**Attachment**

Resolution 25-88 (Note – State-required template)



# Resolution of the Governing Body

## RESOLUTION NO. 25-88

### A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2025 FUNDING YEAR OF THE STATE CDBG PROGRAM

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 of one or more application(s) in the aggregate amount, not to exceed, of \$1,500,000 for the following CDBG activities, pursuant to the and 2025 CDBG NOFA:

#### **List activities and amounts**

<b>Activity (e.g. Public Services, Infrastructure, etc.)</b>	<b>Dollar Amount Being Requested for the Activity</b>
Assisting commercial tenants to physically rehab/upgrade buildings, securing equipment to run a new business	\$ 500,000
Assisting owner/operators to physically rehab/upgrade a building, securing equipment to run a new business	\$ 500,000
Providing working capital for a start-up business	\$ 120,000
Assistance in how to run a new business (e.g., permitting process, remodeling requirements)	\$ 25,000
Assisting owner/operators to physically rehab/upgrade a building, securing equipment to maintain long-term operations of an existing business	\$ 250,000
General Administration 7%	\$ 105,000
Total	\$ 1,500,000

#### **SECTION 2:**

The **City Council** hereby approves the use of Program Income in an amount not to exceed \$1,500,000 for the CDBG activities described in Section 1.

#### **SECTION 3:**

The **City Council** acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

#### **SECTION 4:**

The **City Council** hereby authorizes and directs the City Administrator or designee\*, to execute and deliver all applications and act on the **City's** behalf in all matters pertaining

to all such applications.

**SECTION 5:**

If an application is approved, the Mayor or designee\*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement), any recordable or nonrecordable contract documents, and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

**SECTION 6:**

If an application is approved, the City Administrator 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 the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the **City** of Angels held on 11/18/2025 by the following vote:

AYES:	<u>Enter # of votes or names</u>	ABSENT:	<u>Enter # absentees or names</u>
NOES:	<u>Enter # of votes or names</u>	ABSTAIN:	<u>Enter # of abstains or names</u>

---

Michael Chimente, Mayor  
City Council

**STATE OF CALIFORNIA**  
**City** of Angels

I, Michelle Gonzalez, **City** Clerk of the **City** of Angels, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 18<sup>th</sup> day of November, 2025 and that said resolution has not been amended, modified, repealed, or rescinded since its date of adoption and is in full force and effect as of the date hereof.

Michelle Gonzalez, **City** Clerk of the **City** of Angels, State of California

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By: Michelle Gonzalez, City Clerk



## MEMORANDUM

### City of Angels City Council

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**Date:** November 18, 2025

**To:** City Council

**From:** Amy Augustine, AICP City Planner

**Re:** Resolution 25-89 approving Change Order 4 in the amount of \$3,000 for Augustine Planning Associates, Inc. to prepare and submit a 2025 CDBG Microenterprise Grant

#### Recommendation

Approve Resolution 25-89.

#### Background/Discussion

Augustine Planning Associates, Inc. was awarded the City Planning Services contract on August 1, 2023, in the amount of \$90,000 annually. Since that date, three Change (Task) Orders have been approved (Task Order 1 and Task Order 2) totaling \$15,000 to oversee the Utica Park/Lightner Mine Expansion and Rehabilitation Project. Both task orders concluded at the end of FY 24/25. A third task order was approved for \$5,000 for the City Planner to process business licenses, park reservations, banners, and planning and encroachment permit intake and routing during maternity leave for the Administrative Services Specialist between mid-June and mid-August, 2025. A total of \$20,000 in task orders have been issued under APA's 2023 contract.

Augustine Planning Associates, Inc. prepared and submitted a 2024 CDBG Microenterprise grant application. APA's familiarity with the process will enable APA to expedite a submittal in time for the December 1, 2025 deadline. It is anticipated that updating all forms, revising the application in response to amended guidelines and assisting other staff in learning to use the state's online submittal portal, and meeting with stakeholders, will cost up to \$3,000.

#### Financial Impact

\$3,000 in general fund dollars will be expended. The grant application will be for \$1.5 million and includes grant administration funds.

#### Attachments

- A. Change Order No. 4
- B. Resolution 25-89

**CHANGE ORDER AGREEMENT  
FOR PROFESSIONAL SERVICES**

**Page 1 of 1**

Contractor: Augustine Planning Associates, Inc.  
Contract Date: August 1, 2023  
Project: Administrative Services Specialist

Change Order No. 4  
Date: November 18, 2025

Client's Name: City of Angels  
Client's Address: P.O. Box 667; 200 Monte Verda St., Bldg. B Angels Camp, CA 95222

Attention: Steve Williams, Interim City Administrator  
Telephone: (209) 736-2181

**We hereby agree to make the following change, Change Order #4:**

Current Contract Amount:	\$90,000.00 annually
Change Order Agreement #1:	\$10,000 (Utica Park) – COMPLETED FY 24/25
Change Order Agreement #2:	\$5,000 (Utica Park)) – COMPLETED FY 24/25
Change Order Agreement #3:	\$5,000 (Administrative Services Specialist) - Completed
<b>Change Order Agreement #4:</b>	<b>\$3,000 (CDBG Microenterprise Grant)</b>
Revised Contract Amount (FY 25/26):	\$98,000

Authorized Signature (Augustine)



Accepted: The above estimated fees/costs relating to this Change Order are satisfactory and are hereby accepted. All services to be performed under the same terms and conditions as specified in the original contract.

Authorized Signature: \_\_\_\_\_  
Steve Williams, Interim City Administrator

Date: \_\_\_\_\_

**CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION No. 25-89**

*Section 7, Item C.*

**A RESOLUTION OF THE CITY OF ANGELS CITY COUNCIL APPROVING TASK ORDER NO. 4 IN THE AMOUNT OF \$3,000 FOR AUGUSTINE PLANNING ASSOCIATES, INC. TO PREPARE AND SUBMIT A CDBG MICROENTERPRISE GRANT**

WHEREAS, the City Council adopted Resolution 25-88 authorizing an application for a \$1.5 million Community Development Block Grant (CDBG) Microenterprise Grant; and

WHEREAS, the Augustine Planning Associates, Inc. (APA) prepared a similar application in 2024; and

WHEREAS, the City Council desires that APA update and submit a similar application in 2025;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Angels hereby approves Resolution 25-89 approving Task Order No. 4 In the amount of \$3,000 For Augustine Planning Associates, Inc, to prepare and submit a CDBG Microenterprise grant, passed and adopted this 18<sup>th</sup> day of November 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Michael Chimento, Mayor

\_\_\_\_\_  
Michelle Gonzalez, 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:** November 18, 2025

**TO:** City Council

**FROM:** Steve Williams, Interim City Administrator

**RE:** **RESOLUTION 25-96 - DECLARING MANAGEMENT AND OPERATIONAL RESPONSIBILITIES FOR THE GREENHORN CREEK LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO.2**

**RECOMMENDATION:**

Declare management and operational responsibilities for the Greenhorn Creek Landscape and Lighting Assessment District No. 2

**BACKGROUND:**

The Greenhorn Creek Landscape and Lighting District has two purposes: (1) to fund the ongoing protection and preservation of on-site environmental resources and (2) to fund maintenance of streetlights, landscaping, curb-gutter-and-sidewalk, entry monument signs, and related community use infrastructure within the Greenhorn Creek development.

The City of Angels Camp Landscaping and Lighting District No.1 – Greenhorn Creek was formed by a majority vote of the City of Angels City Council on June 6, 1995, with a maximum assessment of \$300 per parcel per year.

Subsequent to a Proposition 218 process, on August 2, 2022, Greenhorn Creek Landscaping and Lighting District No.1 was dissolved, and Greenhorn Creek Landscape and Lighting District No. 2 was formed with an initial maximum assessment of \$650 per Single Family Equivalent (SFE) with a permissible increase based on the annual Consumer Price Index (CPI). The Greenhorn Creek Landscape and Lighting District No.2 will be referred to throughout this staff report as “the LLD2.”

Concurrent with the creation of the LLD2, an LLD2 Committee was established. The LLD2 Committee is comprised of seven (7) to eleven (11) residents of the LLD2.

The purpose of the LLD2 Committee is to represent property owners within the LLD2 in matters associated with the oversight and management of District finances and affairs in conjunction with the City of Angels annual Engineer’s Report. Please see Attachment “A” (LLD2 Owners Committee Governance Policy Document) for additional information regarding the function and operation of the LLD2 Committee.

An Engineer’s Report is produced annually to establish the estimated costs for the services and related costs that will be funded by the assessments, to determine the special benefits and general benefits received from the services and to apportion the assessments to lots and parcels within the District based on the estimated special benefit each parcel receives from the services funded by the assessment.



This year, the Engineer's Report was prepared by SCI Consulting Group in June 2025 for the 2025-2026 fiscal year. The report included an annual budget of \$317,285 with a \$595 per SFE assessment. The maximum allowable assessment including the CPI increase was \$716 per SFE. Please see Attachment "B" for this year's Engineer's Report.

In October 2025, a member of the LLD2 Committee inquired whether the Committee's members were covered for errors and omissions under the City's pooled insurance plan. The Central San Joaquin Valley Risk Management Authority (RMA) is the pooled insurance provider for the City. Staff consulted with the RMA to determine coverage. On October 30, 2025, the City received notification via email from the RMA that the LLD2 Committee has no coverage under the City's plan.

On November 6, 2025, the City Administrator was advised that the LLD2 Committee disbanded due to the RMA's determination that individual members of the LLD2 Committee were not covered by the City's pooled insurance plan.

### **DISCUSSION:**

In the absence of the LLD2 Committee, City Staff is responsible for servicing the LLD2. The LLD2 Committee would like to resume their volunteer service to the LLD2, however they are not willing to continue without errors and omissions insurance coverage.

There are several options for the City Council to Consider including (in no particular order):

- Requesting insurance coverage from the RMA for the LLD2 Committee as it existed before it disbanded
- Formally recognizing the LLD2 Committee as a Commission of the City, much like the Planning Commission
- Hiring an employee specifically for the purpose of servicing the LLD2.
- Continue to have existing City Staff be responsible for the servicing of the LLD2
- Other Options or Hybrid of options above

### **Requesting insurance coverage from the RMA for the LLD2 Committee as it existed before it disbanded**

Prior to the LLD2 Committee disbanding, the Committee was self-appointed, had no oversight from City Staff, had the authority to spend up to \$10,000, and had the authority to hire a contracted manager. For these reasons and more, the RMA has indicated to City staff that their request for an endorsement to the insurance policy to provide errors and omissions coverage for the LLD2 Committee members would almost certainly be denied.

### **Formally recognizing the LLD2 Committee as a Commission of the City**

This could be a viable option through a Resolution or through the creation of an Ordinance officially establishing the LLD2 Committee as a Commission of the City. If done by Resolution, it could be accomplished at the next regularly scheduled meeting on December 2, 2025. If done by Ordinance, it could be accomplished by the regularly scheduled meeting on March 3, 2026.

If this option is chosen, City Staff would create the agenda for the LLD2 Commission meetings, post the agenda with proper notification, attend the meetings of the LLD2 Commission, advise the LLD2 Commission during their meetings, take minutes during the LLD2 Commission meetings, ensure compliance with the Brown Act, and report activity as necessary to the City Council during City Council Meetings. It would be appropriate to charge this staff time to the LLD2 assessment fund resulting in an increase to the LLD2 annual budget.





It is important to note that even if the City were to formally recognize the LLD2 Committee as an official Commission of the City, there is no guarantee of errors and omissions coverage. Each claim submitted to the RMA is evaluated, and a determination is made by the RMA as to whether coverage will be approved or denied depending on the facts and circumstance involved in a particular claim. The RMA will often advise in advance if a claim will not be covered (such as the City's request to determine if the LLD2 Committee has errors and omissions coverage), however, the RMA will not declare in advance that a particular claim will be covered.

### **Hire an employee specifically for the purpose of servicing the LLD2**

The City could hire an employee specifically to serve the LLD2. This could be a parttime employee, a fulltime employee or multiple employees depending on the workload demands of the position. The cost of this employee(s) would be charged to the LLD assessment fund resulting in an increase to the LLD2 annual budget.

The City employee could be directed to form a committee of residents to serve as advisors. This would continue to engage the LLD2 community in participating in the care, maintenance, and improvements of their assessment district.

### **Continue to have existing City Staff be responsible for the servicing of the LLD2**

This is an option to consider but it has consequences. Staffing is limited. The duties previously performed by the LLD2 Committee would be split amongst several staff members causing increased workload and potential delays in service to the LLD2 community. An overall dissatisfaction with the timeliness of services previously enjoyed by the members of the LLD2 community is likely due to staff having to prioritize urgent needs within the City over requests made by the LLD2 community.

### **Other Options or Hybrid of options above**

There may be a multitude of other options available and/or a hybrid of proposed options above.

### **FISCAL IMPACT:**

Any fiscal impact would be realized by the LLD2 assessment district fund.

### **ATTACHMENTS:**

Attachment "A" – LLD2 Owners Committee Governance Policy Document

Attachment "B" – June 2025 Engineer's Report

Attachment "C" – Resolution 25-96





# **GREENHORN CREEK LANDSCAPE AND LIGHTING DISTRICT No 2 ANGELS CAMP**

## **Owners Committee Governance Policy Document**



**December 31, 2022**



## **Article 1**

### **Name and Purpose**

**Name:** The name of the governing body shall be “Greenhorn Creek Landscape and Lighting Assessment District No.2 Oversight Committee. (Herein after the “Committee”)

**Purpose:** The purpose of the Committee is to represent property owners within the Greenhorn Creek Landscape and Lighting District No.2. (Herein after the “District”) in matters associated with the oversight and management of District finances and affairs in conjunction with the City of Angels annual Engineer’s Report.

## **Article 2**

### **Committee/City of Angels/Greenhorn Creek Resort Interface**

**Committee:** The Committee will act as the property owners’ representative with regard to interactions with the City of Angels (herein after “COA”) and Greenhorn Creek Resort Management (herein after “GCR”).

**COA:** The Committee Chair or his/her appointed representative will interact directly with COA as required. COA, the District’s fiscal agent, is responsible for implementing an annual “Engineer’s Report” pursuant to the Landscape and Lighting Act of 1972 Government Code and Article XIID of the California Constitution. The “Engineer’s Report” will be completed each year in concert with the COA annual budget. COA will administer District funds collected through the property owner’s property tax assessments. COA will disperse funds for payment of invoices submitted in support of the tasks identified in Engineer’s Report and/or as requested by the Committee and agreed to by COA. COA will notify the Committee of any unexpected City tasks requiring use of LLD funds before they are expended.

**GCR:** The Committee Chair or his/her appointed representative will interact directly with GCR as required. In addition, the Committee Chair shall be a member of the Greenhorn Creek (GHC) Advisory Board to promote communications. The GHC Advisory Board shall have no direct role in the functions of the Committee. The Committee may interface with the GHC Greens Committee as required regarding interfaces between the District and GCR regarding golf course landscaping and District landscaping responsibilities. GCR maintains a thriving golf club, restaurant, pro shop, recreation center including swimming pools, tennis courts and exercise room plus meeting rooms for the benefit of the property owners who belong.

The Property Owners Contact Guide, Appendix A to this GPD delineates the task responsibilities of the District, COA and GCR regarding owners’ requests for service in the District.



### **Article 3** **Committee Structure**

**Membership:** Committee membership shall be limited to property owners within the district. Committee membership will be limited to between seven (7) and eleven (11) members. All Committee members shall be voting members.

**Charter Members:** Charter Members of the Committee volunteered because of their interest and involvement in the formation of The Greenhorn Landscape and Lighting District No. 2 which was established as a result of district wide vote. Charter members are as follows: Steve Archer, Peter Hooberman, Dan Lewis, Joe Oliveira, Sue Parker, Bert Sobon, Sue Ten Eyck, Tom Ten Eyck and Steve Wilcox. This charter member group will serve at least through the calendar 2023.

**Committee Member Terms:** Committee members will serve two-year terms and will be limited to two consecutive two-year terms. The charter members will be divided into two groups with one group to be designated as a one-year term member to set up an ongoing staggered two-year term process for the committee as a whole. The designation of one-year term members will be decided first by volunteers and if not settled, then by a blind number draw. This process will be complete by January 31st, 2023. The set terms as a result of the staggering process will begin February 1st, 2023 and will run for the remainder of the calendar year 2023. Members assigned this one-year term for the purpose of staggering the membership structure will be eligible to run in the first election following their one-year term and that election will establish a new two-year term with standard term limits applying thereafter. Members leaving the Committee will be eligible to return after a one-year absence unless there is insufficient interest in the community for replacements. In that case, a termed-out member may be reappointed. Each year in November, beginning in 2023, the Committee will solicit input from the community regarding interest in serving on the Committee. Selections and appointments to the Committee will be made by the sitting Committee members via an interview process conducted by the Nominating Subcommittee.

**Committee Member Qualification:** Committee members should have practical experience and knowledge relevant to the requirements and their function on the Committee. To the extent possible, it is desirable to have members representing the whole District.

**Resignations, Termination and Absences:** Resignation from the Committee must be in writing and received by the Chair or the Secretary. Committee members may be excused from attendance upon notification to the Chair prior to the scheduled meeting. Committee members shall be terminated from the board due to excess absences, more than two unexcused absences from quarterly Committee meetings in a year. A Committee member may be removed for other reasons by a majority vote of Committee members.

**Vacancies:** Vacancies occurring on the Committee may be filled at any time by nomination by Committee member and with a majority approval vote of the Committee members. The



appointment will be for the unexpired term of the position. Fulfillment of appointed partial terms shall not count toward a Committee member's term; appointed Committee members may serve additional full terms subject to term limitations addressed above.

**Committee Officers:** Officers of the Committee shall consist of a Chairperson, Vice Chairperson, Finance Officer and Secretary. Officers will be nominated and elected by the Committee annually in January of each year beginning in 2023.

**Committee Powers and Duties:** The Committee members shall manage the business, property, and affairs of the district, and may exercise and delegate any and all of its powers as it sees fit, subject only to restrictions imposed by government statutes and this Governance Policy Document (GPD).

The Committee members shall:

- Establish administrative policies
- Authorize operational goals and objectives consistent with the City's Approved Annual Engineer's Report, emphasizing overall planning
- Authorize agreements and contracts and oversee their implementation
- Adopt the budget
- Approve committee appointments
- Provide for the maintenance of operational tools
- Employ, direct and discharge executive personnel
- Authorize meetings
- Prepare and review Committee reports
- Communicate transparently with property owners, COA and GCR

Contracts equal to or greater than \$10,000 in value will be financially administered and held by COA.

Contracts less than \$10,000 will be generated and administered by the Committee through a competitive bid process for contracts greater than \$1,000, keeping COA representatives informed.

#### **Committee Conduct:**

- **Decorum:** Committee members shall be fair, impartial, and respectful of the District owners, the public, City staff and Council members, and other Committee members.
- **Consensus:** Committee members shall attempt to reach consensus on all matters pertaining to the District.
- **Knowledge:** Committee members shall educate themselves on District requirements including City interface accountabilities and shall determine District owners' opinions, attitudes and needs for future action and planning.
- **Work Limitation:** Committee members shall not direct volunteers or service contract staff to perform work not defined in the annual engineer's report as authorized by the City Council, or which violates the US Army Corps of Engineers permit 404 including





Cultural Resources protection. Any unexpected substantive work required outside of the City approved budget shall be presented to and approved by the Committee, the District Owners and the City before any work can be done.

- **Non-Discrimination Policy:** Pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Committee recruits volunteers and Committee members without discrimination on the basis of age, gender, sexual orientation, disability, ethnic identity, religion or creed.

**Subcommittees:** Standing subcommittees will be formed under the following general headings; *Governance, Maintenance, Communications, Historical Preservation and Nominating.*

Subcommittees will be led by a person nominated by a Committee member and approved by full Committee vote. Committee members may serve on more than one subcommittee.

Subcommittees will be formed each year in January. Ad hoc committees may be formed if required. Subcommittees may also be staffed by volunteer labor provided by the general population of property owners within the district.

**Advisors:** The Committee may benefit from advice provided by a COA representative or outside legal services. Such advisors may attend Committee meetings but are not members of the Committee.

**Contracted Manager:** The Committee may hire a manager to support members in their tasks if needed and if budget funding is available. This manager would report at Committee meetings but would not be a voting member of the Committee.

#### **Article 4**

##### **Duties and Responsibilities of Committee and Subcommittee Members**

The Committee members shall possess such powers and perform such duties as determined by the Committee.

##### **Chairperson:**

- Preside at all meetings of the Committee
- Perform other duties customary to the Office of Chair, or as directed by the Committee members
- Be the primary interface with the City Administrator and City Council
- Be the primary interface with the Greenhorn Creek Advisory Board and Greenhorn Creek Resort Management

##### **The Vice Chairperson:**

- Perform such duties as the Chair and/or the Committee members may determine,
- In the absence of the Chair, shall perform the duties of the Chair



### **The Secretary:**

- Oversee notice and maintenance of the agenda and minutes of the meetings
- Provide timely notice of meetings to Owners, GCR and COA via the District website
- Perform other duties customary to the Office of the Secretary, and as may be required by the Committee or the Chair
- Maintain Committee Action Tracking Sheet (see Appendix B)

### **The Finance Officer:**

- Oversee day-to-day authority for managing the finances of the District
- Provide such financial reports and statements as the Chair and Committee may from time to time require or request
- Supervise the keeping and auditing of the accounts which shall be open at all times to inspection by the Committee members
- Interface with the COA financial officer to plan and review expenditures monthly where the COA will maintain and share a budget and expense spreadsheet.
- Interface with the COA representative and other Committee members to help plan the activities for the District for the coming fiscal year consistent with District owners' needs and the Engineer's Report Five Year Plan

### **Subcommittees:**

All subcommittees shall report proposed actions to the Committee.

**Governance:** The Governance Subcommittee shall review and maintain this Governance Policy Document at least annually or as required by policy change introduced by the Committee. Policy changes shall be provided for review by Committee two weeks prior to any Committee vote. Changes require a 2/3 affirmative vote by Committee members present.

**Maintenance Subcommittee:** Divided into two divisions: 1.Electrical/Lighting  
2.Landscaping/Miscellaneous

Each Maintenance Subcommittee division shall:

- Create RFPs, evaluate proposals and negotiate service contracts required to implement the District's responsibilities
- Oversee contractor performance in compliance with said contracts
- Take action to resolve property owners' concerns/requests to ensure identified work requirements are addressed and provide timely follow up and responses to said requests
- Work with the COA engineering representative to ensure all required District work is recorded for the current year and planned for subsequent years in the annual Engineer's Report



Note: Contracts will be approved by the Committee as a whole.

**Communications:** The Communications Subcommittee shall:

- Manage all communications and media forms used by the Committee in the conduct of its business.
- Provide regular informational update reports to property owners, GCR and the COA via website updates and emails. Updates should be completed at least quarterly.
- Maintain a history of owners' requests and Committee responses: LLD Response to Owner's Query Spreadsheet (see Appendix C)
- Administer surveys to obtain property owners' input

**Historical Preservation:** The standing Historical Preservation Subcommittee shall be subordinate to the Maintenance Subcommittee and shall plan and implement the Engineer's Report tasks with respect to the Protected Cultural Resources (PCR) Areas, Wetlands and Wildlife Corridors including the Selkirk Historical Trail. The District's responsibility for these protected areas is limited to fencing and signage with the exception of clearing of defensible space for fire protection along trails and wildlife corridors required by the COA Fire Marshal. Owners and GCR and Wyndham Management shall be reminded of PCR protection requirements annually by making the Greenhorn Creek Brochure available. The GCR shall respect the U.S. Army Corps of Engineers 404 Permit requirements for PCRs, Wildlife Corridors, and the Wetlands areas and their waterflow, being careful to minimize leaching of vegetation chemicals into these areas

This subcommittee will also coordinate with Committee members, the US Army Corps of Engineers (USCOE), the Calaveras Mi-Wuk Tribe, and Cultural Historians and Archeologists regarding 404 permit compliance.

**Nominating:** A nominating subcommittee shall consist of not less than 3 members including the current Chair. This subcommittee shall implement the election of new members in accordance with ARTICLE 3, Committee Member Terms.

## **ARTICLE 5**

### **Meeting Structure**

**Fiscal Year:** The designated fiscal year of the District/Committee shall be July 1 to June 30.

**Parliamentary Authority:** The most recent edition of *Robert's Rules of Order* shall serve as the Parliamentary Authority for the organization.

**Meeting Frequency:** Regular meetings of the Committee shall be held at least quarterly with an Annual Meeting no later than sixty (60) days after the close of each fiscal year. Special meetings of the Committee may be held at any time upon twenty-four (24) hour notice, oral or written, by the Chair, Secretary, Treasurer, or by three other members of the Committee.





**Meeting Notice:** Written notice stating the place, date and hour of any regular meeting of the Committee shall be delivered personally, electronically, or by mail to each committee member and shall be posted on the District website for District Owners with a minimum of ten (10) days' notice.

**Electronic Meetings:** Members of the Committee or any Subcommittee designated by the Committee may participate in a meeting of these entities by means of conference telephone or similar communications equipment by which all persons participating in the meeting can communicate with each other. Participation in a meeting pursuant to this section shall constitute presence at such meeting.

**Quorum:** A quorum will consist of a simple majority of the Committee members. A quorum of the Committee members must be present to conduct business.

## **ARTICLE 6**

### **Indemnification and Insurance**

**General:** Unless expressly prohibited by law, the Committee shall fully indemnify any person made, or threatened to be made, a party to an action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that such person, or such person's testator or in testate, is or was a member or agent of the Committee, or serves or served any other enterprise at the request of the Committee, against all expenses (including attorneys' fees), judgments, fines and amounts paid or to be paid in settlement incurred in connection with such action, suit or proceeding.

**Limitation of Liability:** Members who perform services for the Committee and who do not receive compensation other than reimbursement of expenses ("volunteers") shall be immune from civil liability. Additionally, persons regularly employed to perform a service for a salary or wage ("employees") shall not be held personally liable in damages for any action or omission in providing services or performing duties on behalf of the Committee in an amount greater than the amount of total compensation (other than reimbursement of expenses) received during the twelve (12) months immediately preceding the act or omission for which liability was imposed. Regardless of the amount of liability insurance maintained, this limitation of liability for volunteers and employees shall not apply when the injury or damage was a result of the volunteer or employee's willful misconduct, crime (unless the volunteer or employee had reasonable cause to believe that the act was lawful), transaction that resulted in an improper personal benefit of money, property or service to the volunteer or employee, or act or omission that was not in good faith and was beyond the scope of authority of the Committee pursuant to this act. This limitation of liability shall not apply to any licensed professional employee operating in his or her professional capacity. The Committee is liable only to the extent of the applicable limits of insurance coverage it maintains.

Insurance: COA agrees to include the District and its Committee members as insured under COA insurance policies.

**ARTICLE 7**  
**Applicable Regulations**

- 1996 California Proposition 218 “Right to Vote on Taxes Act”
- 1972 California Landscaping and Lighting Act SHC Division 15 Part 2
- Maddy Act regarding notification of open and existing Committee positions via a local appointments list submission
- Government Code 1090 regarding members not being a part of any LLD contract in which they have a financial interest

Governance policy document certified by committee by a vote of: 8-0

Date: January 17th, 2023

Committee Secretary: \_\_\_\_\_



Committee Chair: \_\_\_\_\_

## **Appendix A: Greenhorn Creek Property Owners Contact Guide**

**The Greenhorn Creek Landscape and Lighting District No.2 (District) Owners Committee ("Committee") provides assistance in the following subject areas:**

- Maintenance of GHC sidewalks and sidewalk planters including their plants and trees
- Maintenance of District lawn areas including the median strip of Greenhorn Creek Road and the triangle from Angel Oaks toward Selkirk Ranch Road at the resort entrance
- Maintenance of the District streetlights, monument signs and pedestal lights
- Maintenance of the planters and District lawns irrigation systems downstream of the meters
- Maintenance of defensible space clearance in District areas in accordance with City fire department requirements
- Protect and where necessary maintain the Protected Cultural Resources (PCRs), wildlife corridors, and wetland preserves as defined in the U.S. Army Corps of Engineers 404 Permit, upon which agreement the GHC community was allowed to be developed, including fencing and signage
- Maintenance of the Selkirk Historical Trail within the GHC LLD for the use of LLD owners including the Golf Course and Wyndham customers

**Contact the Committee on the LLD email at [info@greenhorncreeklld.com](mailto:info@greenhorncreeklld.com) for assistance and leave contact information. This email is monitored daily.**

**The City of Angels (COA) provides assistance in the following subject areas:**

- Maintenance of the city streets within the District up to the sidewalks/planters



- Maintenance of the water mains upstream of the meters and the meters themselves
- Maintenance of the sewer system downstream of owner's property line and street water storm drains
- Maintenance of the propane lines to owner home meters (Campora Propane)
- Police, Fire and Emergency Medical Services (911)

**Contact the COA for non-emergency assistance at 209-736-2181.**

**The Greenhorn Creek Golf Course Management provides assistance in the following subject areas:**

- Maintenance of defensible space clearance in Golf Course areas in accordance with City fire department requirements



## **Appendix B: LLD Committee Action Tracking Sheet**

Purpose: This procedure defines the process whereby actions assigned in LLD committee meetings can be processed, approved, and documented.

1. A needed action from the Committee is assigned to a Committee member(s)
2. A Committee Actions Spreadsheet is maintained of action items by the Secretary
3. Actioning member reports the proposed resolution to the Committee, which determines the final resolution
4. Open and newly closed action items are reported to the Committee on the Committee Action Tracking Sheet for all LLD meetings



## **Appendix C: LLD Response to Owners' Queries Spreadsheet**

Purpose: This procedure defines the process whereby owner queries are documented, approved, and responded to.

1. Query received, directly or electronically
2. Query forwarded to Communications Member
3. Communications Member logs the query into the Owners' Query Spreadsheet and forwards it to an appropriate Committee member
4. Responsible Member resolves the issue (with help from others as needed) and reports the proposed resolution to the Committee
5. Once the Committee reaches a final resolution, the Owner is notified (by Communications Member or Responsible Member)
6. Communications Member updates the Committee at each meeting of open or newly closed queries on the Owners' Queries Spreadsheet, which includes number, date received, brief description, and action
7. If any Committee member wishes to add the query to FAQ on the website, it must first be discussed with the Committee

Fiscal Year 2025-26

# ENGINEER'S REPORT

City of Angels Camp

Landscaping and Lighting Assessment District No. 2

Greenhorn Creek

June 2025

Final Report

Pursuant to the Landscaping and Lighting Act of 1972,  
Government Code and Article XIID of the California  
Constitution

Engineer of Work:



4745 Mangels Boulevard  
Fairfield, California 94534  
707.430.4300  
www.sci-cg.com

## City of Angels

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### City Council

Michael Chimento, Mayor  
Caroline Schirato, Vice Mayor  
Alvin Broglio, Council Member  
Isabel Moncada, Council Member  
Scott Behiel, Council Member

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### City Staff

Pam Caronongan, City Administrator  
Michelle Gonzalez, Finance Director

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### City Attorney

Douglas L. White

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### Engineer of Work

John Bliss, P.E., SCI Consulting Group



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## Introduction

### History and Overview

The Greenhorn Creek Landscape and Lighting District has two purposes: (1) to fund the ongoing protection and preservation of on-site environmental resources and (2) to fund maintenance of streetlights, landscaping, curb-gutter-and-sidewalk, entry monument signs, and related community use infrastructure within the Greenhorn Creek development.

The City of Angels Camp Landscaping and Lighting District No. 1 – Greenhorn Creek was formed by a majority vote of the City of Angels ("City") City Council on June 6, 1995. As a result of the subsequent passage of Proposition 218 in 1996, the assessment rate for the existing assessment District (No.1) cannot be increased beyond the previously approved amount of \$300.00 per parcel (*resulting from the fact that a cost-of-living adjustment mechanism was not explicitly included in the original formation documents.*) As costs have continued to increase, this assessment amount no longer generates sufficient revenue to fund Greenhorn Creek's improvements and services. Without additional resources and funding, service levels will continue to deteriorate.

As a result, the Angels Camp City Council directed that a new assessment be proposed and voted on by property owners in accordance with Proposition 218 (Article XIII C and D of the California Constitution). The Council's intent was to replace the existing Landscaping and Lighting District No. 1 – Greenhorn Creek with a new **Landscaping and Lighting District No. 2 - Greenhorn Creek ("District")** within the existing boundary and including the same improvements and services. If approved, the existing District No. 1 will be dissolved. Further, the proposed Landscaping and Lighting District No. 2 - Greenhorn Creek is engineered to generate sufficient funding, and include an optional, annual cost-of-living adjustment mechanism to ensure long-term fiscal sustainability of the District.

This Engineer's Report ("Report") has been prepared to establish the budget for the Improvements (as described below) that will be funded by the proposed assessments and other revenue and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIII D of the California Constitution (the "Article").

(Note: Although the District funds maintenance and services of landscaping, lighting, and related improvements within the Greenhorn Creek development, it does not fund the maintenance or operations of the adjacent Greenhorn Creek golf course, which is maintained and funded by a separate entity using separate funding.)

## Engineer's Report and Continuation of Assessments

In order to allow property owners to ultimately decide whether additional funding should be provided for the Greenhorn Creek Landscape and Lighting District, the Council, on March 15th, 2022, authorized the initiation of proceedings for a proposed benefit assessment to provide local funding for improved maintenance of landscaping, lighting, cultural and wildlife areas, local infrastructure, environmental mitigation services, and related improvements within the Greenhorn Creek development. The proposed assessment was named the Landscape and Lighting District No. 2 – Greenhorn Creek (the "Assessment District"). In May through August of 2022, the District conducted an assessment ballot proceeding pursuant to the requirements of Article XIII D of the California Constitution ("The Taxpayer's Right to Vote on Taxes Act") and the Government Code. During this ballot proceeding, owners of property in the Assessment District were provided with a notice and ballot for the proposed special assessment. A 45-day period was provided for balloting and a public hearing was conducted on August 2, 2022.

It was determined after the conclusion of the public hearing that 84.62% of the weighted ballots returned were in support of the assessment. Since the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted), the City gained the authority to approve the levy of the assessments for fiscal year 2022-23 and to continue to levy them in future years. The authority granted by the ballot proceeding includes an annual adjustment in the maximum authorized assessment rate equal to the annual change in the Consumer Price Index for the San Francisco Bay Area. Council took action, by Resolution No. 22-44 passed on August 2, 2022, to approve the levy of the assessments for the first time for fiscal year 2022-23, at an initial rate of \$650 per Single Family Equivalent (SFE).

In each subsequent year for which the assessments will be continued, the City must approve an updated Engineer's Report for the upcoming fiscal year at a noticed public hearing. As required by the Act, this Report includes a budget for the upcoming fiscal year's costs and services, an updated assessment roll listing all parcels and their proposed assessments, plans and specifications, a diagram or map of the District, the benefits received by property from the Improvements within the District, and the method of assessment apportionment to lots and parcels within the District.

This Engineer's Report ("Report") was prepared by SCI Consulting Group (SCI) to establish the estimated costs for the services and related costs that will be funded by the assessments, to determine the special benefits and general benefits received from the services and to apportion the assessments to lots and parcels within the District based on the estimated special benefit each parcel receives from the services funded by the assessment.

If the City approves this Engineer's Report and the continuation of the assessments it establishes for fiscal year 2025-26, the assessments would be submitted to the County Auditor for inclusion on the property tax rolls for fiscal year 2025-26.

## Legislative Analysis

### Proposition 218

This assessment is formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now Article XIII C and XIII D of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which specially benefits the assessed property.

Proposition 218 describes several important requirements, including a property-owner balloting, for the formation and continuation of assessments. These requirements are satisfied by the process used to establish this assessment.

### **Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority (2008) 44 Cal. 4th 431**

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA"). This ruling is significant in that the Court clarified how Proposition 218 made changes to the determination of special benefit. The Court also found that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the Assessment District
- The assessment paid by property should be proportional to the special benefits it receives from the Improvements

### **Dahms v. Downtown Pomona Property (2009) 174 Cal. App. 4th 708**

In Dahms v. Downtown Pomona Property ("Dahms") the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

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**Bonander v. Town of Tiburon (2009) 180 Cal. App. 4th 103**

Bonander v. Town of Tiburon (“Bonander”), the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based on the costs within sub-areas of the assessment district instead of the overall cost of the improvements and the overall proportional special benefits.

---

**Beutz v. County of Riverside (2010) 184 Cal. App. 4th 1516**

Steven Beutz v. County of Riverside (“Beutz”) the Court overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified, and separated from the special benefits.

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**Golden Hill Neighborhood Association v. City of San Diego (2011) 199 Cal. App. 4th 416**

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in Beutz, the court found the general benefits associated with services were not explicitly calculated, quantified, and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

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**Compliance with Current Law**

This Engineer’s Report is consistent with the SVTA decision and with the requirements of Article XIIC and XIID of the California Constitution because the Improvements to be funded are clearly defined; the benefiting property in the District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the District and such special benefits provide a direct advantage to property in the District that is not enjoyed by the public at large or other property.

This Engineer’s Report is consistent with Beutz, Dahms and Greater Golden Hill because the Improvements will directly benefit property in the District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer’s Report is consistent with Bonander because the Assessments have been apportioned based on the overall cost of the Improvements and Services proportional special benefit to each property, rather than the proportional cost to the District to provide the Improvements to specific properties.

## Plans & Specifications

The District maintains landscaping and other improvements in locations within the District's boundaries. The work and Improvements to be undertaken by the City of Angels Landscaping and Lighting District No. 2 – Greenhorn Creek, and the cost thereof paid from the levy of the annual Assessment provide special benefit to Assessor Parcels within the District as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972, (the "Act") the work and Improvements are generally described as follows:

The installation, maintenance, and servicing of public improvements and facilities, may include, but are not limited to, landscaping, sprinkler systems, park grounds, park facilities, playground equipment, landscape corridors, sidewalks, curbs and gutters, storm drainage systems, public lighting facilities, fencing, entry monuments, signage, frontage and retention walls, other landscaping facilities, and related labor, materials, supplies, utilities, equipment, and incidental expenses in and for the parks, landscape areas, detention basins and other public places owned or maintained by the District. (Collectively known as the "Improvements.")

As applied herein, "Installation" means the construction of Improvements, including, but not limited to, land preparation (such as grading, leveling, cutting, and filling), sod, landscaping, irrigation systems, sidewalks, walkways and drainage, lights, playground equipment, play courts, playing fields, recreational facilities, and public restrooms.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements, or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.



Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (Streets & Highways Code §22526).

The assessment proceeds will be exclusively used for Improvements within the District plus incidental expenses. The Improvements and area to be maintained by the District are described as follows:

## **Maintenance and Improvements**

### **Sidewalk and Drainage Facilities**

Includes maintenance service for roadway drainage facilities, sidewalks, and reserves for future repairs. Culvert and drainage inlets that are located on private property, including the golf course, will not be maintained by the District.

Maintained infrastructure includes storm water drainage inlets, sidewalk, curb, and gutter (both rolled and standard), and stormwater conveyance pipes along District streets.

### **Lighting and Signage**

The street lighting Improvements, which will be maintained by the District, consist of 49 streetlights, six pedestal lights, and all required appurtenances. This includes cost of power plus maintenance service for streetlight poles, lamps, glassware, plus cost of power for miscellaneous monument signs.

The signage which will be maintained by the District includes the three (3) entry monument signs. The safety and street signs within the District will be maintained by the City. The golf course will maintain Golf Course wayfinding signs.

### **Formal Landscape Areas**

The formally landscaped areas (planter and lawn areas) require turf to be mowed, edged, and kept free of debris. Irrigation control and repair, pruning, fertilizing, weed control, and trash pickup are also required. Golf course turf adjacent to roads will be maintained by the golf course. Below is a list of the formal landscaped areas within the District:

**Table 1 – Formal Landscaping Planter**

Area	Area (SQFT)	Location
LAND-1	744	GHC Rd Median by Gateway Park
LAND-2	4,243	GHC Rd & Selkirk Entrance by Wetland E-WET-6
LAND-3	880	Selkirk Median at Entrance
LAND-4	7,460	Selkirk Planter by WorldMark
LAND-5	3,204	Selkirk Planter by 10th Hole
LAND-6	5,638	Selkirk Planter by 2nd Hole and 18th Tee
LAND-7	612	Lot 3 - Selkirk
LAND-8	232	Lot 8 - Selkirk
LAND-9	6,252	Smith Flat between Pointe Dr and Hole #11, Tee #17
LAND-10	621	Lot 202 Smith Flat
LAND-11	1,521	Olivia Place
LAND-12	2,030	Cornelia Place - Lot 209
LAND-13	2,755	Lot 192 and WILD-2e - Smith Flat
LAND-14	338	Lot 190 Smith Flat
LAND-15	135	Lot 188 Smith Flat & Raggio Ct
LAND-16	343	Lot 179 Smith Flat
LAND-17	623	Lot 178 Smith Flat
LAND-18	1,102	Lightner Place
LAND-19	203	Lot 174 Lighter PL and Smith Flat
LAND-20	716	Alawa Place
LAND-21	1,103	Sasa Place
LAND-22	789	Lots 174 & 173 Smith Flat
LAND-23	543	Lot 172 Smith Flat
LAND-24	535	Lot 171 Smith Flat
LAND-25	344	Lot 170 Smith Flat
LAND-26	144	Lot 169 Smith Flat
LAND-27	210	Lot 169 & 168 Smith Flat
LAND-28	859	Lot 168 & 167 Smith Flat
LAND-29	148	Lot 167 Smith Flat
LAND-30	117	Lot 166 Smith Flat
LAND-31	328	Lot 165 Smith Flat
LAND-32	71	Lot 164 Smith Flat
LAND-33	1,141	Lot 164 Smith Flat
LAND-34	1,128	Lot 164 Smith Flat
LAND-35	717	Across from Lot 133 Smith Flat
LAND-36	13,887	Behind Sidewalk Smith Flat SE Corner of Property
LAND-37	371	Across from Lot 132 Smith Flat
LAND-38	501	Across from Lot 131 Smith Flat
LAND-39	1,135	Across from Lot 130 and Open Space Smith Flat
LAND-40	862	Across from Lot 128 and 127 Smith Flat
LAND-41	988	Across from Lot 126 Smith Flat

LAND-42	560	At end of Smith Flat at GHC Dr.
LAND-43	1,334	McCauley Entrance North Shoulder
LAND-44	817	McCauley Entrance Median
LAND-45	7,357	McCauley Entrance South Shoulder & by Wetland E-Wet-1
LAND-46	494	McCauley & Selkirk NW Curb
LAND-47	126	Lot 80 Selkirk at Chimney Hill
LAND-48	342	Lot 67 Selkirk at Chimney Hill
LAND-49	304	Lot 71 Selkirk at Springhouse Ct.
LAND-50	1,810	GHC Rd. Median between Gateway Park and Selkirk Entrance
LAND-51	133	Lot 189 Smith Flat
LAND-52	643	Smith Flat & GHC Rd South Side of Intersection

**Table 2 – Formal Landscaping Lawn**

Area	Area (SQFT)	Location
LAWN-1	8,671	Triangle area: Angel Oak/Live Oak/Acorn
LAWN-2	3,570	GHC Rd Shoulder past triangle area
LAWN-3	1,781	Selkirk Entrance East of Wetland Site 6
LAWN-4	576	Smith Flat at Selkirk Entrance south side of Wetland S-Wet-6
LAWN-5	21,951	GHC Rd - Median Selkirk to McCauley
LAWN-6	16,501	GHC Rd - Median McCauley South
LAWN-7	15,419	Lawn in front of WorldMark

**Table 3 – Weed Control**

Area	Area (SQFT)	Location
WEED-1	2,020	GHC Rd shoulder west of Selkirk Entrance
WEED-2	2,456	Smith Flat South of Wetland E-WET-6
WEED-3	13,239	GHC Rd shoulder between Selkirk and McCauley
WEED-4	295	Smith Flat at Lot N, Just west of Albasio Ct
WEED-5	1,298	Smith Flat North side of PCR-4
WEED-6	11,158	GHC RD Shoulder South of McCauley
WEED-7	765	Blair Mine Rd. South side of Wildlife Corridor WILD-1c
WEED-8	665	Blair Mine Rd. North side of Wildlife Corridor WILD-1d
WEED-9	843	Smith Flat South of Wildlife Corridor WILD-1a by
WEED-10	257	Selkirk South side of Wildlife Corridor WILD-2a
WEED-11	458	Selkirk North side of Wildlife Corridor WILD-2c
WEED-12	607	Selkirk East side of Wildlife Corridor WILD-2c
WEED-13	221	Selkirk West side of Wildlife Corridor WILD-2b
WEED-14	605	Smith Flat North side of Wildlife Corridor WILD-1b
WEED-15	686	Smith Flat South side of Wildlife Corridor WILD-1c

### Protected Cultural Resource Area (PCR)

The District is responsible for maintaining and protecting the five (5) Protected Cultural Resource areas (PCR's) listed in Table 4 below. This includes fence and sign maintenance, scheduled inspections by LLD, Miwok, and Qualified Archeologist as specified in the Historic Properties Treatment Plan of February 1999, annual informational brochures for residents and golfers, and vegetation management as directed by the City of Angels Fire Marshall. Walking Trails through the PCR areas are to be kept weed-free. (Weed whack only, no spraying allowed)

**Table 4 – Protected Cultural Resource Areas**

Area	Location
PCR #1	Near tee for hole #16
PCR #2	Chimney Site
PCR #3	Albasio Court
PCR #4	Raggio Court
PCR #5	South of Raggio Court

### Protected Wildlife Corridor

The District is responsible for maintaining and protecting the two (2) Protected Wildlife Corridors within the District. This includes maintenance of the trails, trail bridges, trail signage, and annual defensible space clearing listed in the tables below.

Per the USACOE Permit the Protected Wildlife Corridor areas are to be left to develop naturally with no human intervention. The permit allows defensible space clearing when directed by the City Fire Marshal for public safety. See Figure 3 for an exhibit of current defensible space areas. This permit may be modified as empty lots develop near the Wildlife Corridors. Minimally invasive walking trails through the Wildlife Corridor identified as WILD-2e are permitted and will be maintained by the District.

**Table 5 – Trail Maintenance**

Area	Location
WILD-2e	Between Albasio and Raggio (10' corridor x 2,200 ft)

**Table 6 – Trail Bridge Maintenance**

Area	Location
WILD-2e	East and West Pedestrian Bridges between Albasio and Raggio

**Table 7 – Defensible Space Clearing (Annual)**

Area	Area (acre)	Location
A-0	0.00	Open Space (near Selkirk Entrance)
A-1	1.06	Behind Selkirk and Point Drive (WILD-1b)
A-2	0.51	Catalpa and Smith Flat - North Side (WILD-1b)
A-3	0.39	Catalpa and Smith Flat - South Side (WILD-1c)
A-4	0.11	North of the Blair Mine/Smith Flat intersection (WILD-1c)
A-5	0.60	Down slope from Corral Loop (WILD-1d)
A-6	0.24	Selkirk East of Grinding Rock (WILD-2b)
A-7	1.86	Selkirk, Greenstone Way, & Grinding Rock Rd. (WILD-2c)
A-8	0.15	End of Springhouse (WILD-2d)
A-9	0.84	North and West of PCR-4, south of Smith Flat (WILD-2e)
A-10	1.15	Southeast side of PCR-4, along the sewer maint. rd (WILD-2e)
A-11	0.43	East of Albassio, south of PCR-3 (WILD-2e)

### **Ponds, Water Features, and Former Wetlands**

The Greenhorn Creek project impacted 4.41 acres of Waters of the United States, triggering the need for a Section 404 Permit under the Clean Water Act. This permit is issued, monitored, and enforced by the U.S. Army Corps of Engineers. The project removed 4.41 acres of wetlands and replaced them with 7.67 acres of compensation wetland.

There are three types of wetlands throughout the development:

- Seasonal Wetland: wetlands scattered along drainages below springs and along shorelines
- Emergent Wetland: The emergent zone stretches from the high-water mark to 3 feet below the high-water mark. Notice the edges of the large pond are Emergent Wetlands, but the center of the pond is not classified as wetland. However, the entire pond is classified as Waters of the United States and is protected by several regulatory agencies.
- Stream: waterways that exhibit an incised channel

However, following the U.S. Supreme Court's 2023 decision in *Sackett v. Environmental Protection Agency*, the scope of the Clean Water Act has been significantly narrowed. Under the revised legal standard, many of the areas previously regulated as wetlands no longer fall under federal jurisdiction. As a result, certain ponds and water features within the District are no longer considered jurisdictional wetlands under federal law.

Despite this change, the District's assessment authority remains intact. The language and intent of the assessments explicitly provide for the maintenance and improvement of community water features and environmental assets, regardless of their legal designation as wetlands. Therefore, the assessment funds may continue to be used for the upkeep, enhancement, and beautification of these areas, consistent with voter-approved maintenance responsibilities.

**Table 8 – Wetland Exclusionary Fencing and Signage**

Area	Location
E-WET 1	McCauley Entrance Wetland
E-WET 4a	Large Pond (By 5th, 6th, and 7th greens)
E-WET 4b	Small Pond (by 5th Tee Box)
E-WET 6	Selkirk Entrance Wetland

### Replacements

Dedicated funding, often referred to as “reserves,” will be used to augment for replacement costs as needed. Reserves are needed in the event improvements need to be replaced due to failure, damage, natural disaster etc.

Maps of the District with corresponding areas of maintenance are included on the following pages.

### Summary of Completed Maintenance and Improvement Projects

The Greenhorn Creek Landscaping and Lighting District No. 2 Oversight Committee has played a critical role in overseeing the delivery of maintenance and improvement services within the District. Since the formation of the new assessment district, the Committee has ensured that deferred maintenance items have been prioritized and completed. These accomplishments include, but are not limited to:

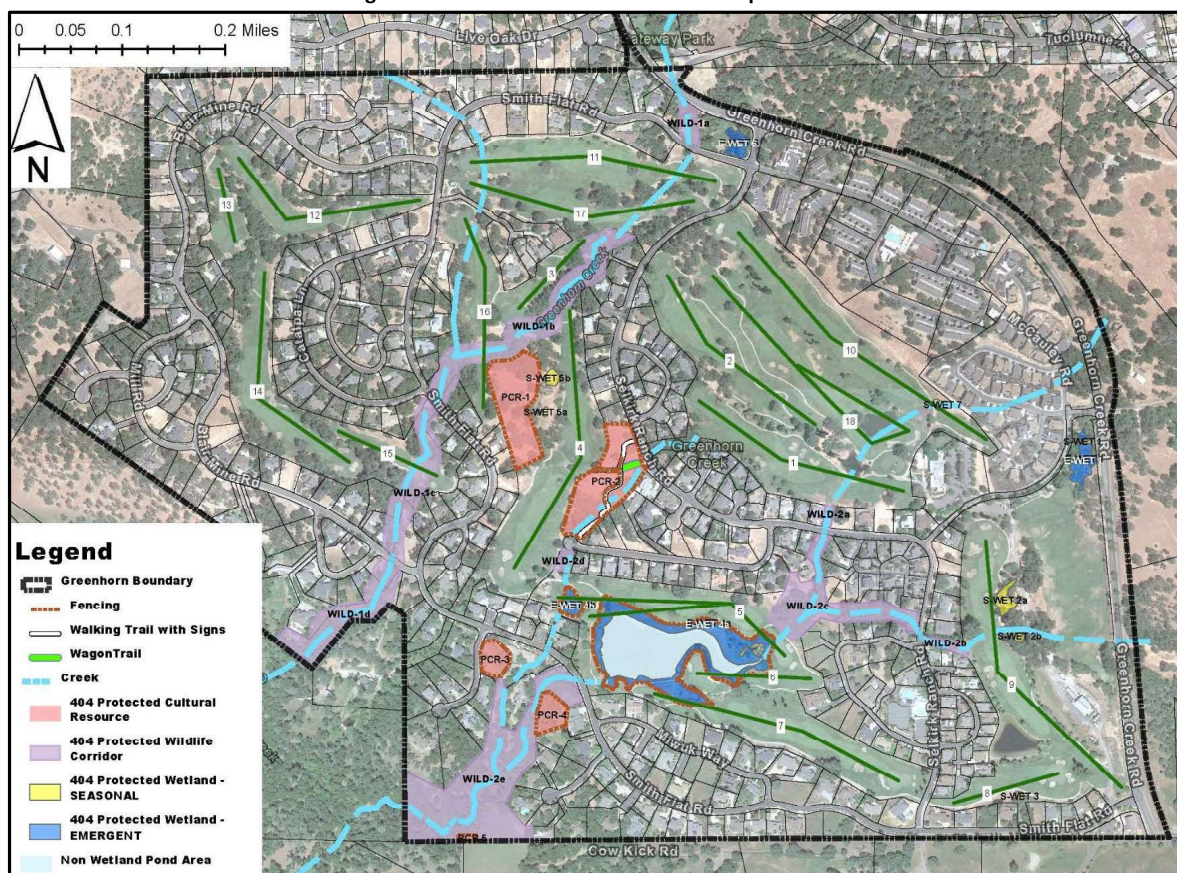
- Defensible space clearance throughout community common areas, significantly improving fire resilience and the insurability of homeowners' properties;
- Replacement of defective irrigation components and the replanting of impacted planter beds, enhancing landscape health and aesthetics;
- Upgrading all streetlights from incandescent to LED, reducing energy use and long-term maintenance costs;
- Restoration of the three monument entrance signs at Greenhorn Creek, including graffiti removal and surface refurbishment;
- Repairs to all six (6) pedestal lights near the #16 green, improving evening visibility and safety;

- Rejuvenating of the Greenhorn Creek Road median and the triangle lawn at the Angel Oaks Road entrance, restoring landscape quality in key areas;
- Refurbishment of the Historical Selkirk Trail, including updated signage, brochure, trail guide, and map, which preserve and promote the area's cultural heritage;
- Initiation of a multi-phase streetlight pole refurbishment project, with several poles restored to date;
- Sidewalk leveling at locations identified as trip hazards, improving pedestrian safety.

The major deferred work item anticipated for Fiscal Year 2025–2026 is the completion of the refurbishment of the remaining 24 streetlight poles located throughout the District.



### Figure 1 – 404 Permit Maintenance and Improvements



**City of Angels Camp**  
Landscaping and Lighting District No. 2 - Greenhorn Creek  
Engineer's Report, FY 2025-26







Figure 3 – Annual Defensible Space Clearing



City of Angels Camp  
Landscaping and Lighting District No. 2 - Greenhorn Creek  
Engineer's Report, FY 2025-26

## Fiscal Year 2025-26 Estimate of Cost and Budget

### Budget for Fiscal Year 2025-26

The 1972 Act provides that the total costs for providing the maintenance and servicing of the District Improvements and facilities can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing, and all other costs identified with the District proceedings.

An estimate of District costs for fiscal year 2025-26 for the maintenance and servicing of the Improvements is provided below.

**Table 9 – FY 2025-26 Estimate of Costs**

**Table 1 - Estimated of Costs**  
**LANDSCAPING ASSESSMENT DISTRICT NO. 2**  
**GREENHORN CREEK**

<b>Expenditure Item</b>	<b>Amount</b>
<b>Landscaping &amp; Water</b>	
General Contract	\$ 110,000
Water	40,000
Irrigation Maintenance	10,000
Supplies	5,000
Planters	10,000
Other	-
<b>Hardscape</b>	
Street Lights	39,000
Monuments, Pedestals	2,000
PGE Charges	2,000
Sidewalks, Stormdrains	5,000
Road Signs	1,000
Other Hardscape	1,000
<b>PCR</b>	
Vegetation Maintenance	4,000
Chimney Preservation	-
Fence Maintenance	2,000
Walk Trail Maintenance	3,000
Other PCR	1,500
<b>Wildlife Corridor Expenses</b>	
Trail Maintenance	4,000
Trail Bridges	1,000
Defenceable Space Clearing	10,000
Other Wildlife Corridor Expenses	2,000
<b>Wetlands Maintenance</b>	
Fencing	6,000
Ponds, Lake Maintenance	16,000
Other Wetlands Maintenance Expenses	2,000
<b>Management, Legal, &amp; Insurance</b>	
County Fees	1,750
City Fees	5,000
Engineer's Report	5,000
Legal Services	500
Other Management Expenses	1,250
<b>Reserves</b>	27,285
<b>Estimated Expenditures</b>	<b>\$ 317,285</b>
<b>Budget Allocation to Parcels</b>	<b>Amount</b>
Total Assessment Budget	\$ 317,285
Total SFEs	533.25
Assessment per SFE <sup>1</sup>	\$ 595.00

## Method of Assessment Apportionment

### Method of Apportionment

This section of the Engineer's Report explains the benefits to be derived from the Improvements and the methodology used to apportion the total assessment to properties within the District.

The District consists of certain assessor parcels within the boundaries as defined by the Assessment Diagram referenced in this report and the parcels identified by the Assessor Parcel Numbers listed with the levy roll. The parcel list includes all privately and publicly owned parcels as shown. The method used for apportioning the assessment is based upon the proportional special benefits derived by the properties in the District over and above general benefits conferred on real property or to the public at large. Special benefit and the Assessments are calculated for each parcel in the District using the following process:

1. Identification of special benefit factors derived from the Improvements
2. Calculation and quantification of the general benefits
3. Determination of the relative special benefit within different areas within the Assessment District
4. Determination of the relative special benefit per property type
5. Apportionment of the costs to Assessment and calculation of the Assessment for each individual parcel based upon special benefit; location, property type, property size, property characteristics, improvements on property and other supporting attributes.

### Discussion of Benefit

In summary, the Assessments can only be levied based on the special benefit to property. This special benefit is received by property over and above any general benefits. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

Proposition 218, as codified in Article XIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must exceed the cost of the assessment:

*"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

The following benefit categories summarize the types of special benefit to residential and other lots and parcels resulting from the installation, maintenance, and servicing of the Improvements to be provided with the assessment proceeds. These categories of special benefit are derived from the statutes passed by the California Legislature and other studies which describe the types of special benefit received by property from maintenance and Improvements such as those within by the District. These types of special benefit are summarized as follows:

1. Proximity to improved landscaped, cultural and wildlife areas, and other public Improvements within the Assessment District.
2. Access to improved landscaped, cultural and wildlife areas, and other public Improvements within the Assessment District.
3. Improved views within the Assessment District.
4. Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements.
5. Improved nighttime visibility and safety from streetlights
6. Creation of individual lots for residential use that, in absence of the Assessments, would not have been created.

In this case, the recent SVTA v. SCCOSA decision provides enhanced clarity to the definitions of special benefits to properties from similar improvements in three distinct areas:

- Proximity
- Expanded or improved access
- Views

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA v. SCCOSA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

*The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).*

Proximity, improved access and views, in addition to the other special benefits listed above further strengthen the basis of these assessments.

Moreover, the Dahms decision further clarified that certain services and improvements funded by assessments, that are over and above what otherwise would be provided and that other property in general and the public do not share or receive are 100% special benefit. The assessment-funded services upheld by Dahms included streetscape maintenance and security services.

## Special Benefit

SCI assessment engineers have identified the following special benefits:

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### **Proximity and Access to Improved Landscaped, Cultural and Wildlife Areas, and Other Public Areas within the Assessment District**

Only the specific properties within close proximity to the Improvements are included in the District. The District has been narrowly drawn to include the properties that receive special benefits from the Improvements. Therefore, property in the District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the District do not share.

In absence of the Assessments, the Improvements would not be provided and the landscaped, cultural and wildlife areas in the District would be degraded due to insufficient funding for maintenance, upkeep, and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

Since the parcels in the District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved landscaping areas that are provided by the Assessments. This is a direct advantage and special benefit to property in the District.

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### **Improved Views within the Assessment District**

The District, by maintaining permanent public improvements funded by the Assessments in the District, provides improved views to properties in the District. The properties in the District enjoy close and unique proximity, access and views of the specific Improvements funded in the District; therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.



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### **Extension of a Property's Outdoor Areas and Green Spaces for Properties within Close Proximity to the Improvements**

The landscaped, cultural and wildlife areas within the District provide additional outdoor areas that serve as an effective extension of the land area for proximate properties. The Improvements, therefore, provide an important, valuable, and desirable extension of usable land area for the direct advantage and special benefit of properties with good and close proximity to the Improvements.

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### **Improved Nighttime Visibility and Safety from Streetlights**

Well maintained, effective street lighting provides special benefit to proximate parcels, within the range of the light, because it allows for safer and improved use of the property in the evenings and night. Street lighting also provides special benefit as it increases neighborhood safety and reduces the likelihood of crime on the proximate parcels.

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### **Creation of Individual Lots for Residential Use that, in Absence of the Assessments, Would Not Have Been Created**

In the District, the original owner/developer(s) of the property within the District agreed unanimously to the Assessments. The Assessments provide the necessary funding for improvements that were required as a condition of development and subdivision approval. Therefore, such Assessments allowed the original property to be subdivided and for development of the parcels to occur. As parcels were sold, new owners were informed of the Assessments through the title reports, and in some cases, through Department of Real Estate "White Paper" reports that the parcels were subject to assessment. Purchase of property was also an "agreement" to pay the Assessment. Therefore, in absence of the Assessments, the lots within most of the District would not have been created. These parcels, and the improvements that were constructed on the parcels, receive direct advantage and special benefit from the Assessments.

## **General Versus Special Benefit**

Proposition 218 requires an assessing agency to separate the general benefits from the special benefits of a public improvement or service, estimate the quantity of each in relation to the other, and limit the assessment amount to the portion of the improvement or service costs attributable to the special benefits.

In the legal decisions known as Golden Hill and Beutz, the California courts have determined that there typically will be some general benefit associated with parks, landscaping and lighting maintenance and improvements because people who don't reside or own property in an assessment district do receive some, albeit minimal, benefit from the Improvements.



The separation and quantification of general and special benefits requires an apportionment of the cost of the service or improvement between the two benefit types. General benefits cannot be funded by assessment revenue. Rather, the funding must come from other sources. The Engineer, therefore, has analyzed the quantity to which the general public may reasonably be expected to use or benefit from the improved and maintained areas in relation to the quantity or extent to which property owners within the assessment district use and benefit from the improved and maintained areas.

Although the improved areas may be available to the general public at large, they have been specifically designed, located, and created to provide additional and improved public resources for property inside the District, and not the public at large. Other properties that are either outside the District, or within the District and not assessed, do not enjoy the unique proximity, access, views, and other special benefit factors described previously. These Improvements are of special benefit to properties located within the District because they provide a direct advantage to properties in the District that would not be provided in absence of the Assessments.

There is no widely-accepted or statutory formula for calculating general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. The SVTA vs. SCCOSA decision provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In other words:

$$\text{Total Benefit} = \text{General Benefit} + \text{Special Benefit}$$

In any case, following is a description of the separation and quantification of general benefit in the District. In each step of this analysis, the more liberal assumptions and determinations have been used in order to ensure that the total calculated general benefit is liberally determined.

A widely-accepted formula to estimate the general benefit is listed below:

$$\text{General Benefit} = \text{Benefit to real property outside of improvement district} + \text{Benefit to real property inside of improvement district} + \text{Benefit to public at large}$$

### Benefit to Property Outside the District

Properties within the District receive almost all of the special benefits from the Improvements because properties in the District enjoy unique proximity and access to the Improvements that is not enjoyed by other properties or the public at large. Further, the District has significant physical barriers, such as roads, fences, and open space that impede the benefit from the Improvements by properties outside the District. There are only two points of ingress/egress into the District and these points are designed to limit random access. Developed residential properties only exist outside the District along a portion of the northern boundary. Nonetheless, some properties within immediate adjacent proximity of the Improvements, but outside of the boundaries of the District, may receive some benefit from the Improvements. These benefits include improved views, but do not include improved proximity or access, extension of outdoor areas, nor improved lighting. Since these adjacent properties have limited direct view and access, and only receive a small portion of the benefits, a 25% reduction factor is used. This benefit is conferred to properties outside the District's boundary. It contributes to the overall general benefit calculation and will not be funded by the Assessments.

The general benefit to property outside of the District is calculated as follows with the parcel and data analysis performed by SCI Consulting Group.

#### Total General Benefit to Properties Outside of the District = 2%

##### Assumptions:

43 parcels outside and adjacent to the District

526 parcels in the Assessment District

##### Calculation

General Benefit to Property outside the Improvement District=  
 $(43/(43+526)) * 25\% = 2\%$

### Benefit to Property within the Assessment District

The "indirect and derivative" benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the Assessment District is special because the Improvements are clearly "over and above" and "particular and distinct" when compared with the baseline level of service and the unique proximity, access and views of the Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA decision indicates there may be general benefit “conferred on real property located in the district.” A measure of the general benefits to property within the District is the percentage of land area within the District that is publicly owned, open to the public, and used for regional purposes such as major roads, rail lines, hospitals, and other regional facilities because such properties, while physically within the District, are used for regional purposes and could provide indirect benefits to the public at large. In this case, essentially 0% of the land area is used for such regional purposes.

**Total General Benefit to Properties Inside of the District = 0%**

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**Benefit to the Public at Large**

This Engineer’s Report uses this general benefit measure as the third component of the overall general benefit quantification. In the Beutz case, the Court opined those general benefits from parks and recreation facilities could be quantified by measuring the use of parks and recreation facilities by people who do not live within the assessment boundaries. Therefore, the general benefit to the public at large can be estimated by the proportionate amount of time that the District’s landscaped, cultural, wildlife and lighting facilities are used and enjoyed by individuals who are not residents, employees, customers, or property owners in the District.

The golf course attracts members of the public at large into the primarily residential District. Hence, the “Public at Large” within the District used to evaluate this component of general benefit is primarily made up of non-resident golfers.

Some of the Improvements are proximate to the Greenhorn Creek golf course and enjoyed in part by non-resident golfers. However, it should be noted, however, that there are wetlands, cultural areas, and wildlife areas distributed throughout the District, they are in close proximity accessible to all the parcels and contribute to improved views. Finally, the maintenance and improvements to the golf course clearly provide additional, offsetting special benefit to the District’s Improvements.

Based upon observations and records obtained from the golf course operator, use by persons who do not own property within the District are approximately 50% of the persons who use the golf course. Approximately 30,000 rounds of golf are played a year at the golf course.

30,000 rounds \* 50% non-resident = 15,000 rounds by non-resident golfers

15,000 rounds/365 days per year = 41 golfers per day

41 non-resident golfers/1,000 approximate total population = 5%

In addition, the street lighting benefits both pedestrians and drivers who reside in the District area as well as those pedestrians and drivers from outside the District (i.e., those walking or driving through or into the District). Because the District involves residential subdivisions with no major arterial roads and few through roads, the vast majority of the walking and driving in the District at night is by those who reside in the area. City staff persons, as well as residents and golf course staff over the years have observed the drivers and pedestrians in the District area. Based on these observations, and experience with other similar projects, the Engineer has determined that approximately 5% of the drivers and pedestrians on the District streets with lighting reside outside the District.

#### **5% General Benefit to non-resident night-time drivers**

With 5% of golf course benefit by non-residents and 5% benefit from street lighting to non-residents, the total general benefit to the public at large is:

$$\text{Total General Benefit to Public at Large} = 5\% + 5\% = 10\%$$

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#### **Total General Benefits**

Using a sum of these three measures of general benefit, we find that approximately 15% (rounded up from 12%) of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

##### **General Benefit =**

$$\begin{aligned} & 2\% \text{ (Outside the District)} \\ + & 0\% \text{ (Property within the District)} \\ + & 10\% \text{ (Public at Large)} \\ = & 12\% \text{ (Round up to 15\%)} \end{aligned}$$

#### **Quantification of General Benefit Contribution from Other Sources**

As a result, at least 15% of the District budget must come from sources other than the assessment. This contribution offsets any general benefits from the Assessment services. This general benefit contribution offset comes from several sources, including the Greenhorn Creek golf course, the City of Angels Camp, and the effective value of the original development. This general benefit contribution exceeds the 15% required general benefit.

### General Benefit Contribution from Greenhorn Golf Course

The Greenhorn Creek Golf Course owns, maintains, rehabilitates, and improves the golf course that is proximate and directly adjacent to the Improvements areas maintained by the District, and is largely funded by course use fees and an annual fee from members. The maintenance of the golf course serves to contribute to the maintenance of the District Improvements in significant ways. For example, maintenance of the landscaping proximate to the District's improved areas provides for improved views, extension of improved areas, weed control, species control, rodent control, and other types of maintenance. The golf course's pathways provide improved access to the District Improvements. The golf course's drainage system manages water flow and helps maintain the improved areas. The golf course itself provides a boundary for the Improvements and retains them. The contribution from the Greenhorn Creek golf course towards general benefit from the services described in this section is conservatively estimated to be worth at least 10% of overall costs and benefits.

### General Benefit Contribution from Original Development of the Improvements

The value of the construction of the Improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this "annuity" can be used to offset general benefit costs and is conservatively estimated to contribute at least 10%.

**General Benefit contribution for non-assessment sources =**

**10 % (from golf course)**  
**+ 10 % (from initial development)**  
**= 25% (Total General Benefit contribution)**

Therefore, the total required general benefit is conservatively quantified at 15% (calculated above) which is more than offset by the total non-assessment contribution towards general benefit of 20%.

### Zones of Benefit

The boundaries of the District were carefully drawn to include the properties in the District and currently receive special benefit from the Improvements.

The SVTA vs. SCCOSA decision indicates:

*“In a well-drawn district — limited to only parcels receiving special benefits from the improvement — every parcel within that district receives a shared special benefit. Under section 2, subdivision (i), these benefits can be construed as being general benefits since they are not “particular and distinct” and are not “over and above” the benefits received by other properties “located in the district.”*

*“We do not believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefitting from an improvement. Indeed, the ballot materials reflect otherwise. Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).”*

In the District, the advantage that each parcel receives from the Improvements is direct, and the boundaries are narrowly drawn to include only parcels that benefit from the assessment. Therefore, the even spread of assessment throughout the narrowly drawn district is indeed consistent with the OSA decision.

Within the District, zones of benefit are not justified or needed because the Improvements are provided relatively evenly across the entire area and for all parcels. Parcels of similar type in the District receive similar benefits on a per parcel and land area basis. Therefore, zones of benefit are not justified.

## Method of Assessment

As previously discussed, the Assessments will provide comprehensive Improvements that will clearly confer special benefits to properties in the District. The allocation of special benefits to property is partially based on the type of property and the size of property. These benefits can also partially be measured by the occupants on property in the District because such parcel population density is a measure of the relative benefit a parcel receives from the Improvements. It should be noted that many other types of “traditional” assessments also use parcel population densities to apportion the Assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Therefore, the apportionment of benefit is reasonably based on the type of parcel, the size of parcels and the population density of parcels.

The next step in apportioning Assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single-family home, or, in other words, on the basis of Single-Family Equivalents (SFE). This SFE methodology is commonly used to distribute Assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of Assessments. For the purposes of this Engineer's Report, all properties are assigned an SFE value, which is each property's relative benefit in relation to a single-family home on one parcel. In this case, the "benchmark" property is the single-family detached dwelling which is one Single Family Equivalent or one SFE.

## Assessment Apportionment

The Improvements provide direct and special benefit to properties in the District. The District is primarily residential single family development. As such, each single family residential property receives similar benefit from the Improvements. Therefore, the Engineer has determined that the appropriate method of apportionment of the benefits derived by all parcels is on a dwelling unit basis. All improved properties or properties proposed for development are assigned an SFE factor equal to the number of dwelling units developed or planned for the property.

### Residential Properties

Certain residential properties in the Assessment Area that contain a single residential dwelling unit and are on a lot of less than or equal to one acre are assigned one Single Family Equivalent or 1.0 SFE. Traditional houses, zero-lot line houses, and town homes are included in this category of single family residential property. Properties with more than one detached single family residence on one acre or less are assigned 1.0 SFE per single family home.

Properties with more than one residential unit (other than parcels with more than one detached single family dwelling as described above) are designated as multi-family residential properties. These properties benefit from the Improvements in proportion to the number of dwelling units that occupy each property, the average number of people who reside in multi-family residential units versus the average number of people who reside in a single family home and the relative size of each type of residential dwelling unit. The population density factors for the area in City of Angels Camp encompassing the District, as depicted in the following table, provide the basis for determining the SFE factors for residential properties.

Using the total population in a certain property type in the area of the District from the 2020 Census and dividing it by the total number of such households, finds that approximately 2.16 persons occupy each single family residence, whereas an average of 2.23 persons occupy each multi-family residence. The ratio of 2.16 people on average for a single family residence and 2.23 people per dwelling unit in a multi-family residence unit result in a population density equivalent of 1.03 for multi-family residences. Next, the relative building areas are factored into the analysis because special benefits are related to the average size of a property, in addition to average population densities. For a multi-family residence, this calculation results in an SFE factor of 0.37 per dwelling unit.

**Table 10 – Residential Property Types**

	<i>Total Population</i>	<i>Occupied Households</i>	<i>Persons per Household</i>	<i>Pop. Density Equivalent</i>	<i>SqFt Factor</i>	<i>Proposed Rate</i>
Single Family Residential	3,062	1,419	2.16	1.00	1.00	<b>1.00</b>
Multi-Family Residential (5+ Units)	138	62	2.23	1.03	0.36	<b>0.37</b>

Source: 2020 Census, City of Angels, and property dwelling size information from the Calaveras County Assessor data and other sources.

### Commercial Properties

Commercial properties are generally open and operated for more limited times, relative to residential properties. Therefore, the relative hours of operation can be used as a measure of benefits since employee density also provides a measure of the relative benefit to property. Since commercial properties are typically open and occupied by employees approximately one-half the time of residential properties, it is reasonable to assume that commercial land uses receive one-half of the special benefit on a land area basis relative to single family residential property.

The average size of a single family home with 1.0 SFE factor in the Service Area is 0.25 acres. Therefore, a commercial property with 0.25 acres receives one-half the relative benefit, or a 0.50 SFE factor.

The SFE values for various commercial land uses are further defined by using average employee densities because the special benefit factors described previously are also related to the average number of people who work at commercial properties.



To determine employee density factors, this Report utilizes the findings from the San Diego County Association of Governments Traffic Generators Study (the “SANDAG Study”) because these findings were approved by the State Legislature which determined the SANDAG Study to be a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial and industrial property is 24. As presented in Figure 1, the SFE factors for other types of businesses are determined relative to their typical employee density in relation to the average of 24 employees per acre of commercial property.

**Table 11 – Commercial/Industrial Benefit Assessment Factors**

<b>Type of Commercial Land Use</b>	<b>Average Employees Per Acre <sup>1</sup></b>	<b>SFE Units per Quarter Acre <sup>2</sup></b>	<b>SFE Units per Acre After 5</b>
Commercial	24	0.500	0.500
Office	68	1.420	1.420
Shopping Center	24	0.500	0.500
Self Storage or Parking Lot	1	0.021	0.021

1. Source: San Diego Association of Governments Traffic Generators Study, University of California, Davis and other studies and sources.

2. The SFE factors for commercial and industrial parcels indicated above are applied to each fourth acre of land area or portion thereof. Additional acres over five for commercial, office, shopping center and industrial parcels are calculated per acre or portion thereof. (Therefore, the minimum assessment for any assessable parcel in these categories is the SFE Units listed herein.)

### **Vacant/Undeveloped Properties**

The Improvements will make the land in the District more desirable and useable. The benefit to undeveloped properties is determined to be proportional to the corresponding benefits for similar type developed properties, but at a lower rate due to the lack of improvements on the property. A measure of the benefits accruing to the underlying land is the average value of land in relation to Improvements for developed property. An analysis of the assessed valuation data from the City of Angels Camp found that approximately 15% of the assessed value of improved properties is classified as the land value. It is reasonable to assume, therefore, that approximately 15% of the benefits are related to the underlying land and 85% are related to the improvements and the day-to-day use of the property. Using this ratio, the SFE factor for vacant/undeveloped parcels is 0.15 per parcel.

## Other Property Types

For certain properties, additional analysis and calculation of special benefit is required, as indicated below:

### Golf Course Fairways and Greens

Golf course fairways and greens parcels do provide special benefit in the form of improved views and beautification to all parcels within the District – however, they also receive some special benefit from the Improvements as enjoyed by golfers on these parcels. The fairways and green parcels include:

<u>Parcel</u>	<u>Acres</u>
058-045-002-000	19.56
058-046-013-000	35.14
058-046-015-000	39.47
058-047-005-000	8.84
058-047-009-000	25.37
058-047-012-000*	28.55
058-060-006-000**	<u>1.74</u>
<b>Total acreage =</b>	<b>158.67</b>

\*Note: mixed-use parcel – 2.5 sfe added for Caddy Shack Rental

\*\*Note: entry way parcel with similar benefit to fairways and greens

The Engineer has conducted an analysis and determined that there are typically 21 golfers on the course at anytime.

The special benefit is calculated as such:

21 golfers/2.16 household residents = 9.72 Single Family Equivalents of special benefit

9.72 SFE's/158.67 acres = **0.0612 SFEs/ acre**

### Fitness, Tennis, Basketball, Pool, etc.

Fitness and sport court parcels receive special benefit from the improvements similar to other parcels. The fitness and court sport parcels include:

<u>Parcel</u>	<u>Acres</u>
058-071-014-000	1.91
058-043-005-000	0.33
058-080-019-000	<u>1.36</u>
<b>Total acreage =</b>	<b>3.60</b>

The Engineer has conducted an analysis and determined that there are typically 5 users on these facilities at anytime.

The special benefit is calculated as such:

5 users/2.16 household residents = 2.314 SFEs of special benefit

2.314 SFE's/3.60 acres = **0.6430 SFEs/ acre**

### **Club house (Restaurant, Pro Shop, and Wedding Facilities)**

The Club house parcel does provide special benefit similar to the other parcels. The club house parcel include:

<u>Parcel</u>	<u>Acres</u>
058-046-007-000	<u>2.86</u>
<b>Total acreage =</b>	<b>2.86</b>

The Engineer has conducted an analysis and determined that there are typically 7 golfers in Club house, 15 restaurant customers, 1 pro shop customers, and 2 special event guests anytime at anytime.

The special benefit is calculated as such:

The benefit to golfers + benefit to restaurant customers + benefit to pro shop customers + benefit to special event guests

(7 golfers + 18 non-golfers)/2.16 household residents = 11.5740 SFEs of special benefit

11.5740 SFE's/2.86 acres = **4.0468 SFEs/ acre**

## **Annual Cost Indexing**

The maximum assessment rate within the Improvement District may increase in future years based on the annual increase, if any, in the Northern California (San Francisco-Oakland-Hayward) Consumer Price Index-All Urban Consumers (the "CPI") from December to December of each year.

## **Duration of Assessment**

The Assessments, will be continued every year after their formation, so long as the public Improvements need to be maintained and improved, and the City requires funding from the Assessments for these Improvements in the District. As noted previously, the Assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the City Council must hold an annual public hearing to continue the Assessment.

### **Appeals of Assessments Levied to Property**

Any property owner who feels that the Assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment may file a written appeal with the City of Angels Camp City Administrator or their designee. Any such appeal is limited to correction of an Assessment during the then-current Fiscal Year and applicable law. Upon the filing of any such appeal, the City Administrator or their designee will promptly review the appeal and any information provided by the property owner. If the City Administrator or their designee finds that the Assessment should be modified, the appropriate changes shall be made to the Assessment Roll. If any such changes are approved after the Assessment Roll has been filed with the County for collection, the City Administrator or their designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Administrator or their designee shall be referred to the Angels Camp City Council, and the decision of the City Council shall be final.

### **Assessment Funds Must Be Expended within the District**

The net available Assessment funds, after incidental, administrative, financing, and other costs shall be expended exclusively for Improvements within the boundaries of the District or as described herein, and appropriate incidental and administrative costs as defined in the Plans and Specifications section.

### **Oversight, Annual Review, and Accountability**

The Assessment proceeds and expenditures will also be reviewed and overseen by the City Council. In addition, the Assessment budget, Assessment rate, Assessment CPI increase, and Improvements will be reviewed at a noticed public hearing by the Council and public.

In general, the public review and accountability process is as follows: The Assessments will not automatically continue and will require specific actions, reports, and procedures for continuation. In each subsequent year for which the Assessments will be levied, the Council must preliminarily approve at a public meeting a budget and costs for the upcoming Fiscal Year's Improvements, an updated annual Engineer's Report, and an updated Assessment roll listing all parcels and their Assessments. At this meeting, the Council will also call for the publication in a local newspaper of a legal notice of the intent to continue the Assessments for the next Fiscal Year and set the date for the noticed public hearing. At the annual public hearing, members of the public can provide input to the Council prior to the Council's decision on ordering the Improvements and the Assessments for the next Fiscal Year.

### **Citizens' Oversight Committee**

The Greenhorn Creek Landscape and Lighting Assessment District No. 2 Oversight Committee (the "Committee") was established for the Assessment District. The purpose of the Committee is to represent property owners within the Greenhorn Creek Landscape and Lighting District No. 2. in matters associated with the oversight and management of District finances and affairs in conjunction with the annual Engineer's Report. Committee membership is limited to property owners within the District and membership is limited to between seven (7) and eleven (11) members. Regular meetings of the Committee shall be held at least quarterly with an Annual Meeting in January.

## Assessment

**WHEREAS**, the City Council of the City of Angels Camp, County of Calaveras, California, pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution (collectively “the Act”), adopted its Resolution Initiating Proceedings For the Formation of the Landscaping and Lighting Assessment District;

**WHEREAS**, the Resolution directed the undersigned Engineer of Work to prepare and file a report presenting a description of the Improvements, an estimate of the costs of the Improvements, a diagram for the Assessment District and an assessment of the estimated costs of the Improvements upon all assessable parcels within the Assessment District, to which Resolution and the description of the Improvements therein contained, reference is hereby made for further particulars;

**NOW, THEREFORE**, the undersigned, by virtue of the power vested in me under the Act and the order of the City Council of the City of Angels Camp, hereby make the following assessment to cover the portion of the estimated cost of the Improvements, and the costs and expenses incidental thereto to be paid by the Assessment District.

The amount of the costs of the Improvements and related incidental expense to be paid by the District for the fiscal year 2025-26 is as follows:

**Table 12 – Budget Summary**

Landscaping & Water	175,000
Hardscape	50,000
PCR	10,500
Wildlife Corridor Expenses	17,000
Wetlands Maintenance	24,000
Management, Legal, & Insurance	13,500
Reserves	27,285
Net Amount to Assessments	<u>\$ 317,285</u>

As required by the Act, the Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the District. The distinctive number of each parcel or lot of land in the City of Angels Landscaping and Lighting District No. 2 – Greenhorn Creek is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the related incidental expenses, upon the parcels and lots of land within the District, in accordance with the special benefits to be received by each parcel or lot, from the Improvements, and more particularly set forth in the Cost Estimate and Method of Assessment in the Report.

The assessment is subject to an annual adjustment tied to the Consumer Price Index-U for the San Francisco Bay Area as of December of each succeeding year (the "CPI"). Based on the preceding annual adjustments, the maximum assessment rate for Fiscal Year 2024-25 per Single Family Equivalent unit (SFE) was \$699.58. The annual change in the CPI from December 2023 to December 2024 was 2.38%. Therefore, the maximum authorized assessment rate for Fiscal Year 2025-26 has been increased by 2.38%, from \$699.58 to \$716.22 per SFE. The estimate of cost and budget in this Engineer's Report proposes assessments for Fiscal Year 2025-26 at the rate of \$595.00 per SFE unit, which is below the maximum authorized rate.

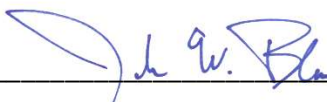
The assessment is made upon the parcels or lots of land within the District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Calaveras for the fiscal year 2025-26. For a more particular description of the parcel, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of Calaveras County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Rolls, the amount of the assessment for the fiscal year 2025-26 for each parcel or lot of land within the District.

Dated: May 9, 2025



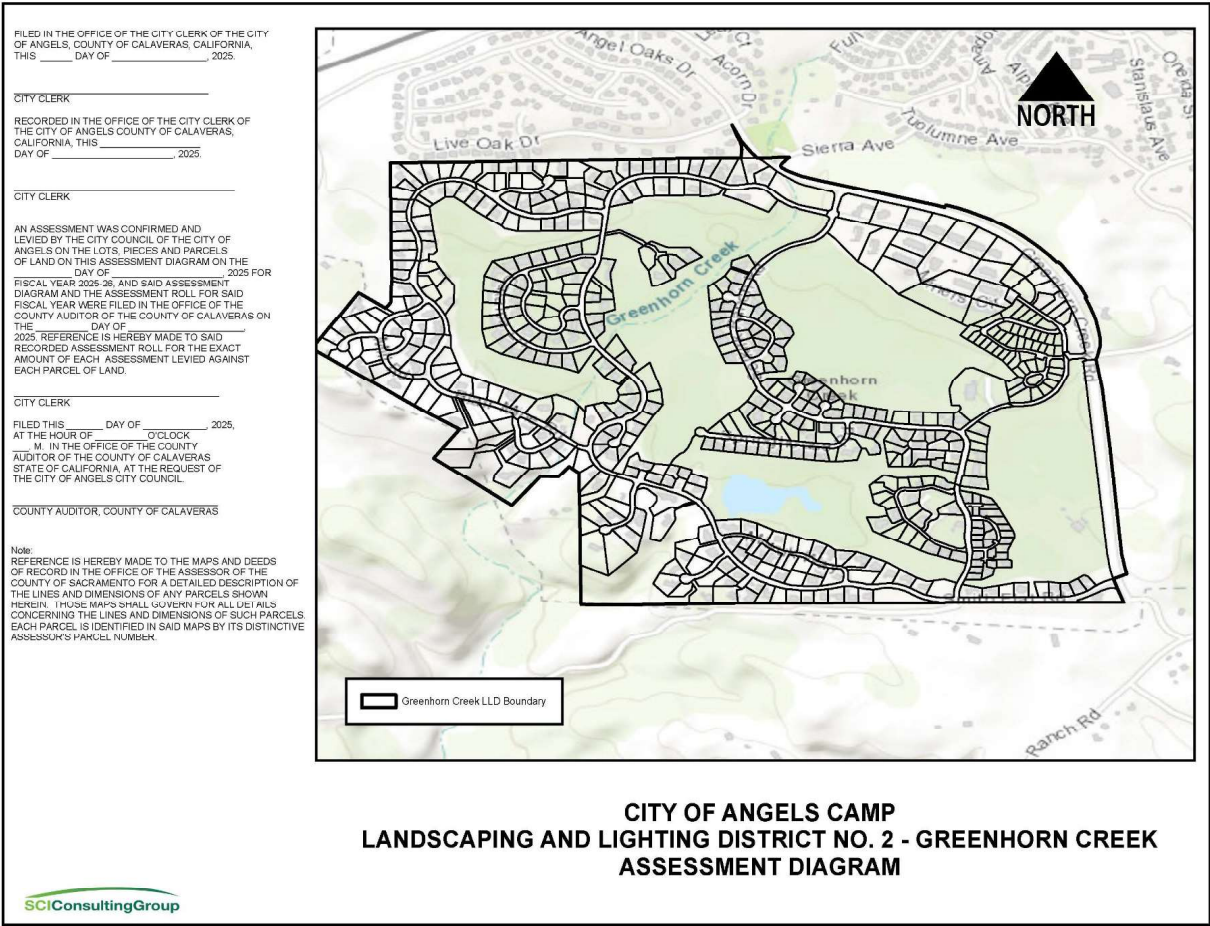
  
 \_\_\_\_\_  
 Engineer of Work

By John W. Bliss, License No. C052091

## Assessment Diagram

The District Boundary and the parcels to be assessed in Landscaping and Lighting District No. 2 – Greenhorn Creek are displayed on the Assessment Diagram, which is on file with the City Clerk of the City of Angels Camp. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions as shown on the maps of the Assessor of the County of Calaveras for Fiscal Year 2025-26, and are incorporated herein by reference, and made a part of this Diagram and this Report.





## Assessment Roll, FY 2025-26

An Assessment Roll (a listing of all parcels assessed within the Assessment District and the amount of the assessment) is below.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this Report. These records shall govern for all details concerning the description of the lots or parcels.

City of Angels,  
Greenhorn LLD  
Assessment Roll FY 2025-26  
(Parcel Number shown is also the Assessment Number)

Armt	Parcel Number	Armt	Parcel Number	Armt	Parcel Number	Armt	Parcel Number	Armt	Parcel Number	Armt	Parcel Number	Armt	Parcel Number	Armt	Parcel Number	Armt	Parcel Number
058037001000	\$595.00	058049006000	\$595.00	058062018000	\$89.25	058076008000	\$595.00	058083011000	\$595.00	058083011000	\$595.00	058083011000	\$595.00	058083011000	\$595.00	058083011000	\$595.00
058037002000	\$595.00	058049007000	\$595.00	058062019000	\$595.00	058076009000	\$595.00	058083012000	\$595.00	058083012000	\$595.00	058083012000	\$595.00	058083012000	\$595.00	058083012000	\$595.00
058037003000	\$595.00	058049008000	\$595.00	058062023000	\$89.25	058076010000	\$595.00	058083013000	\$595.00	058083013000	\$595.00	058083013000	\$595.00	058083013000	\$595.00	058083013000	\$595.00
058037008000	\$595.00	058049009000	\$595.00	058062025000	\$595.00	058076011000	\$595.00	058083014000	\$89.25	058083014000	\$595.00	058083014000	\$89.25	058083014000	\$595.00	058083014000	\$89.25
058037009000	\$595.00	058049010000	\$595.00	058062026000	\$595.00	058076012000	\$595.00	058083015000	\$595.00	058083015000	\$595.00	058083015000	\$595.00	058083015000	\$595.00	058083015000	\$595.00
058037010000	\$595.00	058049011000	\$595.00	058062030000	\$595.00	058076013000	\$595.00	058083016000	\$595.00	058083016000	\$595.00	058083016000	\$595.00	058083016000	\$595.00	058083016000	\$595.00
058037011000	\$89.25	058049014000	1190.00	058063001000	\$595.00	058076014000	\$595.00	058083017000	\$595.00	058083017000	\$595.00	058083017000	\$595.00	058083017000	\$595.00	058083017000	\$595.00
058037012000	\$595.00	058049015000	\$595.00	058063002000	\$595.00	058076015000	\$595.00	058083018000	\$595.00	058083018000	\$595.00	058083018000	\$595.00	058083018000	\$595.00	058083018000	\$595.00
058037013000	\$89.25	058060001000	\$89.25	058063003000	\$595.00	058076016000	\$89.25	058083019000	\$595.00	058083019000	\$595.00	058083019000	\$595.00	058083019000	\$595.00	058083019000	\$595.00
058037014000	\$595.00	058060002000	\$595.00	058063004000	\$595.00	058076017000	\$595.00	058083020000	\$595.00	058083020000	\$595.00	058083020000	\$595.00	058083020000	\$595.00	058083020000	\$595.00
058038001000	\$595.00	058060003000	\$595.00	058063005000	\$89.25	058076018000	\$89.25	058083021000	\$595.00	058083021000	\$595.00	058083021000	\$595.00	058083021000	\$595.00	058083021000	\$595.00
058038002000	\$595.00	058060004000	\$89.25	058063006000	\$595.00	058076019000	\$595.00	058083022000	\$595.00	058083022000	\$595.00	058083022000	\$595.00	058083022000	\$595.00	058083022000	\$595.00
058038003000	\$595.00	058060007000	\$595.00	058063007000	\$595.00	058076020000	\$595.00	058083023000	\$595.00	058083023000	\$595.00	058083023000	\$595.00	058083023000	\$595.00	058083023000	\$595.00
058038004000	\$595.00	058060008000	\$595.00	058063008000	\$595.00	058076021000	\$595.00	058083024000	\$595.00	058083024000	\$595.00	058083024000	\$595.00	058083024000	\$595.00	058083024000	\$595.00
058038005000	\$595.00	058061001000	\$595.00	058063009000	\$595.00	058076024000	\$595.00	058083025000	\$595.00	058083025000	\$595.00	058083025000	\$595.00	058083025000	\$595.00	058083025000	\$595.00
058038006000	\$595.00	058061002000	\$595.00	058063010000	\$595.00	058076025000	\$89.25	058083026000	\$595.00	058083026000	\$595.00	058083026000	\$595.00	058083026000	\$595.00	058083026000	\$595.00
058038007000	\$595.00	058061003000	\$89.25	058063011000	\$89.25	058076026000	\$89.25	058083027000	\$595.00	058083027000	\$595.00	058083027000	\$595.00	058083027000	\$595.00	058083027000	\$595.00
058038008000	\$595.00	058061004000	\$595.00	058063012000	\$595.00	058076027000	\$595.00	058083028000	\$595.00	058083028000	\$595.00	058083028000	\$595.00	058083028000	\$595.00	058083028000	\$595.00
058038009000	\$595.00	058061005000	\$595.00	058063013000	\$595.00	058076028000	\$595.00	058083029000	\$595.00	058083029000	\$595.00	058083029000	\$595.00	058083029000	\$595.00	058083029000	\$595.00
058038010000	\$595.00	058061006000	\$595.00	058063014000	\$595.00	058076029000	\$595.00	058083030000	\$595.00	058083030000	\$595.00	058083030000	\$595.00	058083030000	\$595.00	058083030000	\$595.00
058038011000	\$595.00	058061007000	\$595.00	058063015000	\$595.00	058077004000	\$595.00	058083031000	\$595.00	058083031000	\$595.00	058083031000	\$595.00	058083031000	\$595.00	058083031000	\$595.00
058038014000	\$595.00	058062001000	\$595.00	058063016000	\$595.00	058077005000	\$595.00	058083032000	\$595.00	058083032000	\$595.00	058083032000	\$595.00	058083032000	\$595.00	058083032000	\$595.00
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058039001000	\$89.25	058062003000	\$595.00	058063018000	\$595.00	058077007000	\$595.00	058083034000	\$595.00	058083034000	\$595.00	058083034000	\$595.00	058083034000	\$595.00	058083034000	\$595.00
058039002000	\$595.00	058062004000	\$595.00	058063019000	\$595.00	058077008000	\$89.25	058083035000	\$595.00	058083035000	\$595.00	058083035000	\$595.00	058083035000	\$595.00	058083035000	\$595.00
058039003000	\$595.00	058062005000	\$595.00	058063020000	\$89.25	058077009000	\$89.25	058083036000	\$595.00	058083036000	\$595.00	058083036000	\$595.00	058083036000	\$595.00	058083036000	\$595.00
058039004000	\$595.00	058062006000	\$595.00	058063021000	\$89.25	058077010000	\$595.00	058083037000	\$595.00	058083037000	\$595.00	058083037000	\$595.00	058083037000	\$595.00	058083037000	\$595.00
058039005000	\$595.00	058062007000	\$89.25	058063022000	\$595.00	058077011000	\$595.00	058083038000	\$595.00	058083038000	\$595.00	058083038000	\$595.00	058083038000	\$595.00	058083038000	\$595.00
058039009000	\$595.00	058062008000	\$595.00	058063023000	\$89.25	058077012000	\$595.00	058083039000	\$595.00	058083039000	\$595.00	058083039000	\$595.00	058083039000	\$595.00	058083039000	\$595.00
058039010000	\$89.25	058062009000	\$595.00	058063026000	\$595.00	058077013000	\$89.25	058083040000	\$595.00	058083040000	\$595.00	058083040000	\$595.00	058083040000	\$595.00	058083040000	\$595.00
058039011000	\$595.00	058062010000	\$595.00	058063027000	\$595.00	058077014000	\$595.00	058083041000	\$595.00	058083041000	\$595.00	058083041000	\$595.00	058083041000	\$595.00	058083041000	\$595.00
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058040001000	\$595.00	058063001000	\$595.00	058064001000	\$595.00	058078002000	\$595.00	058083043000	\$595.00	058083043000	\$595.00	058083043000	\$595.00	058083043000	\$595.00	058083043000	\$595.00
058040002000	\$89.25	058063002000	\$89.25	058064002000	\$595.00	058078003000	\$595.00	058083044000	\$595.00	058083044000	\$595.00	058083044000	\$595.00	058083044000	\$595.00	058083044000	\$595.00
058040003000	\$595.00	058063003000	\$595.00	058064003000	\$595.00	058078004000	\$89.25	058083045000	\$595.00	058083045000	\$595.00	058083045000	\$595.00	058083045000	\$595.00	058083045000	\$595.00
058040004000	\$595.00	058063004000	\$595.00	058064004000	\$595.00	058078005000	\$595.00	058083046000	\$595.00	058083046000	\$595.00	058083046000	\$595.00	058083046000	\$595.00	058083046000	\$595.00
058040005000	\$595.00	058063005000	\$595.00	058064005000	\$89.25	058078006000	\$89.25	058083047000	\$595.00	058083047000	\$595.00	058083047000	\$595.00	058083047000	\$595.00	058083047000	\$595.00
058040006000	\$595.00	058063006000	\$89.25	058064006000	\$595.00	058078007000	\$595.00	058083048000	\$595.00	058083048000	\$595.00	058083048000	\$595.00	058083048000	\$595.00	058083048000	\$595.00
058040007000	\$595.00	058063007000	\$595.00	058064007000	\$595.00	058078008000	\$595.00	058083049000	\$595.00	058083049000	\$595.00	058083049000	\$595.00	058083049000	\$595.00	058083049000	\$595.00
058040008000	\$595.00	058063008000	\$595.00	058064008000	\$595.00	058078009000	\$595.00	058083050000	\$595.00	058083050000	\$595.00	058083050000	\$595.00	058083050000	\$595.00	058083050000	\$595.00
058040009000	\$595.00	058063009000	\$595.00	058064009000	\$595.00	058078010000	\$595.00	058083051000	\$595.00	058083051000	\$595.00	058083051000	\$595.00	058083051000	\$595.00	058083051000	\$595.00
058040010000	\$595.00	058063010000	\$595.00	058064010000	\$595.00	058079003000	\$89.25	058083052000	\$595.00	058083052000	\$595.00	058083052000	\$595.00	058083052000	\$595.00	058083052000	\$595.00
058040011000	\$595.00	058063011000	\$595.00	058064011000	\$89.25	058079004000	\$89.25	058083053000	\$595.00	058083053000	\$595.00	058083053000	\$595.00	058083053000	\$595.00	058083053000	\$595.00
058040012000	\$595.00	058063012000	\$595.00	058064012000	\$595.00	058079005000	\$595.00	058083054000	\$595.00	058083054000	\$595.00	058083054000	\$595.00	058083054000	\$595.00	058083054000	\$595.00
058040013000	\$595.00	058063013000	\$595.00	058064013000	\$89.25	058079006000	\$89.25	058083055000	\$595.00	058083055000	\$595.00	058083055000	\$595.00	058083055000	\$595.00	058083055000	\$595.00
058040014000	\$89.25	058063014000	\$595.00	058064014000	\$595.00	058079007000	\$595.00	058083056000	\$595.00	058083056000	\$595.00	058083056000	\$595.00	058083056000	\$595.00	058083056000	\$595.00
058040015000	\$595.00	058063015000	\$89.25	058064015000	\$595.00	058079008000	\$595.00	058083057000	\$595.00	058083057000	\$595.00	058083057000	\$595.00	058083057000	\$595.00	058083057000	\$595.00
058040016000	\$595.00	058063016000	\$89.25	058064016000	\$595.00	058079009000	\$595.00	058083058000	\$595.00	058083058000	\$595.00	058083058000	\$595.00	058083058000	\$595.00	058083058000	\$595.00
0																	

CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION No. 25-96

RESOLUTION DECLARING MANAGEMENT AND OPERATIONAL RESPONSIBILITIES FOR THE  
GREENHORN CREEK LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO.2

**WHEREAS**, the Greenhorn Creek Landscape and Lighting Assessment District No.2 has two purposes: (1) to fund the ongoing protection and preservation of on-site environmental resources and (2) to fund maintenance of streetlights, landscaping, curb-gutter-and-sidewalk, entry monument signs, and related community use infrastructure within the Greenhorn Creek development; and

**WHEREAS**, in 2022, a Greenhorn Creek Landscape and Lighting District Assessment No.2 Committee was formed and is comprised of seven (7) to eleven (11) residents within the assessment district; and

**WHEREAS**, the purpose of the Committee is to represent property owners within the assessment district in matters associated with the oversight and management of District finances and affairs in conjunction with the City of Angels annual Engineer’s Report; and

**WHEREAS**, on November 6, 2025, the City Administrator was advised that the Committee disbanded due to a determination by the Central San Joaquin Valley Risk Management Authority that individual members of the Committee were not covered by the City’s pooled insurance plan.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Angels does hereby  
(Insert City Council Action).

**PASSED AND ADOPTED** this 18<sup>th</sup> day of November 2025, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Michael Chimente, Mayor

\_\_\_\_\_  
Michelle Gonzalez, Deputy 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:** November 18, 2025

**TO:** City Council

**FROM:** Steve Williams, Interim City Administrator

**RE:** RESOLUTION 25-95 – REPURPOSING THE CCOG FUNDED GRANT MATCH OF \$40,000 AND FORFEITING THE SAFE STREETS FOR ALL GRANT

### **RECOMMENDATION:**

Authorize the repurpose of the CCOG funded grant match of \$40,000 and forfeiting the Safe Streets for All Grant

### **BACKGROUND:**

The U.S. Department of Transportation Federal Highway Administration Office of Safety awarded the City of Angels a Safe Streets for All Grant in the amount of \$160,000 with a \$40,000 local match for a total project amount of \$200,000 and 24 months to complete the project.

On January 16, 2024, Rebecca Callen, City of Angels City Administrator, drafted a letter to Calaveras Council of Governments (CCOG) seeking assistance in the form of technical guidance and financial support for the grant match. CCOG approved and programed \$40,000 as local match for the Grant.

### **DISCUSSION:**

The grant included funding to improve safety and traffic flow in the area of Mark Twain Elementary School through two primary demonstration projects:

1. Installing stop signs, repainting crosswalks, establishing no parking zones through signs and red curb painting.
2. Establishing technology to facilitate enhanced communication between school staff and parents to coordinate drop off and pick up schedules.

The first demonstration project was completed prior to the award of the grant, therefore grant funds cannot be used for this demonstration project.

The second demonstration project is of little interest to School Administration and cannot be completed within the 24-month grant performance period.

If the \$160,000 grant is forfeited, the \$40,000 in CCOG match funds could be repurposed for other street and sidewalk improvements within the City of Angels.

Staff has had conversations with the CCOG Executive Director who supports the repurpose of this grant match funds.





**FISCAL IMPACT:**

Increase of \$40,000 for street and sidewalk improvements.

**ATTACHMENTS:**

Attachment “A” – Resolution 25-95



**CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION No. 25-95**

Section 7, Item E.

**RESOLUTION REPURPOSING THE CCOG FUNDED GRANT MATCH OF \$40,000 AND  
FORFEITING THE SAFE STREETS FOR ALL GRANT**

**WHEREAS**, the U.S. Department of Transportation Federal Highway Administration Office of Safety awarded the City of Angels a Safe Streets for All Grant in the amount of \$160,000 with a \$40,000 local match for a total project amount of \$200,000 and 24 months to complete the project; and

**WHEREAS**, on January 16, 2024, the City of Angels City Administrator drafted a letter to Calaveras Council of Governments (CCOG) seeking assistance in the form of technical guidance and financial support for the grant match. CCOG approved and programed \$40,000 as local match for the Grant; and

**WHEREAS**, the grant included funding to improve safety and traffic flow in the area of Mark Twain Elementary School through two primary demonstration projects; and

**WHEREAS**, the first demonstration project was completed prior to the award of the grant, therefore grant funds cannot be used for this demonstration project; and

**WHEREAS**, the second demonstration project is of little interest to school administration and cannot be completed within the 24-month grant performance period; and

**WHEREAS**, if the \$160,000 grant is forfeited, the \$40,000 in CCOG match funds could be repurposed for other street and sidewalk improvements within the City of Angels.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Angels does hereby authorize the repurpose of the CCOG funded grant match of \$40,000 and forfeits the Safe Streets for All Grant.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of November 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Michael Chimente, Mayor

\_\_\_\_\_  
Michelle Gonzalez, Deputy 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:** November 18, 2025

**TO:** City Council

**FROM:** Steve Williams, Interim City Administrator

**RE:** RESOLUTION 25-94 – APPROVING AMENDMENT TO JOINT POWERS AGREEMENT OF THE CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

### **RECOMMENDATION:**

Approving amendment to Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority

### **BACKGROUND:**

The Central San Joaquin Valley Risk Management Authority (CSJVRMA) is a public entity formed on April 1, 1979, by a joint powers agreement in accordance with the California Government Code and currently has 53 members in Central San Joaquin Valley. CSJVRMA provides several self-insured and group purchased programs.

### **DISCUSSION:**

In July 2025, the CSJVRMA notified member cities that amendments to the Joint Powers Agreement were being proposed and required a two-thirds (2/3rds) approval by the City Councils of member cities. Upon signature by two-thirds (2/3rds) of the member cities, any member city failing or refusing to abide by such amendments may be involuntarily terminated as a party to the agreement.

The primary amendments to the JPA include:

- Definitional terms have been defined more clearly.
- Language has been broadened to give leeway in the event the CSJVRMA wants to consider creating or participating in a captive agency.
- An addition was made pursuant to Government Code Section 6509 that was not part of the law in 1994 when CSJVRMA last amended the Agreement. The change requires JPAs to designate a member whose restrictions would apply to the operations of the JPA.
- The City of Ripon has been added to the Agreement as the designated city under Government Code Section 6509 with City of Madera listed as a secondary city in the event the City of Ripon were to terminate its membership. These two cities have no restrictions in place that would conflict with the day-to-day operations of the JPA.





The information provided by CSJVRMA along with a redlined version of the proposed amended JPA is included as Attachment “A”

The City Attorney’s reviewed the amended JPA document and expressed no concerns.

**FISCAL IMPACT:**

None

**ATTACHMENTS:**

Attachment “A” – Documents from CSJVRMA

Attachment “B” – Resolution 25-94





# CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

1750 Creekside Oaks Drive, Suite 200 ■ Sacramento, CA 95833  
(916) 244-1100 ■ (800) 541-4591  
Fax (916) 244-1199 ■ E-Mail [jeanette.workman@sedgwick.com](mailto:jeanette.workman@sedgwick.com)

Section 7, Item F.

## Northern Region

Angels Camp  
Atwater  
Ceres  
Escalon  
Gustine  
Hughson  
Lathrop  
Livingston  
Newman  
Oakdale  
Patterson  
Ripon  
Riverbank  
Sonora  
Sutter Creek  
Tracy  
Turlock  
Waterford

## Central Region

Chowchilla  
Clovis  
Dinuba  
Dos Palos  
Firebaugh  
Fowler  
Huron  
Kerman  
Kingsburg  
Los Banos  
Madera  
Mendota  
Merced  
Orange Cove  
Parlier  
Reedley  
San Joaquin  
Sanger  
Selma

## Southern Region

Arvin  
Avenal  
Corcoran  
Delano  
Exeter  
Farmersville  
Lemoore  
Maricopa  
McFarland  
Porterville  
Shafter  
Taft  
Tehachapi  
Tulare  
Wasco  
Woodlake

DATE: July 14, 2025

TO: CSJVRMA Member City Councils

FROM: Jeanette Workman, Administrator

SUBJECT: AMENDED AND RESTATED CSJVRMA JOINT POWERS AGREEMENT – ACTION REQUIRED

The Central San Joaquin Valley Risk Management Authority's (CSJVRMA) staff and CSJVRMA Legal Counsel, Mr. John Lavra, in conjunction with the CSJVRMA Administration and Financial Services Subcommittee, who will make recommendations to the Executive Committee, are conducting a full review of the CSJVRMA governing documents to ensure they continue to reflect the CSJVRMA's current practices, legal requirements, and operational needs.

Pursuant to action by the Central San Joaquin Valley Risk Management Authority's (CSJVRMA) Executive Committee on June 26, 2025, we are forwarding to you an Amended and Restated Joint Powers Agreement for presentation and approval by your city's city council at their earliest opportunity.

Amendments to the Joint Powers Agreement require a written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the member cities. Upon signature by two-thirds (2/3rds) of the member cities, any member city failing or refusing to abide by such amendments may be involuntarily terminated as a party to the Agreement.

Mr. Lavra advised the Executive Committee that although the Joint Powers Agreement, even as last amended in 1994, meets the legal requirements as set forth in the government code for Joint Powers Authorities, the document has been updated as follows:

- Definitional terms have been defined more clearly.
- Language has been broadened to give leeway in the event the CSJVRMA wants to consider creating or participating in a captive agency.
- An addition was made pursuant to Government Code Section 6509 that was not part of the law in 1994 when CSJVRMA last amended the Agreement. The change requires JPAs to designate a member whose restrictions would apply to the operations of the JPA. Below is an excerpt from correspondence from Mr. Lavra:

“This code section was enacted to prevent a local public entity from exercising powers inconsistent with its own charter, ordinance or resolution simply by becoming a member of a JPA. JPA's are formed to permit public entities to exercise powers on a collective basis, which they could, absent the JPA, exercise individually. However, the legislature wanted to place some restriction on the power of the JPA, without that JPA having to comply with all restrictions that might be in place for all of the members of the JPA. It would be unworkable, for instance, if the JPA had to satisfy or verify any and all



restrictions from the ordinances of all of the members of the JPA when transacting the business of the JPA. In order to strike a balance, section 6509 permits the JPA to agree to any restrictions in its exercise of powers based on the restrictions of one identified member city.”

The City of Ripon has been added to the Agreement as the designated city under Government Code Section 6509 with City of Madera listed as a secondary city in the event the City of Ripon were to terminate its membership. These two cities have no restrictions in place that would conflict with the day-to-day operations of the JPA.

To assist you in presenting this information to your city council for approval, a redline version of the Joint Powers Agreement is attached. Also attached are the following:

- A proposed new Joint Powers Agreement to be executed upon approval by your city council.
- A sample resolution that can be used to document the action taken by your city council in approving the Amended and Restated Joint Powers Agreement. This document is also being provided in a Word format to allow you to modify as appropriate for adoption by your council when approving the Amended and Restated Joint Powers Agreement.

**Upon approval of the new Joint Powers Agreement by your city council, the final document needs to be executed by your City Manager/Administrator or an authorized individual from your city. Please forward an original, signed copy of the new Joint Powers Agreement, along with a copy of the adopted and fully executed council resolution, to Samantha Zellmer, CSJVRMA Board Secretary, at the following address:**

**CSJVRMA  
1750 Creekside Oaks Drive, Suite 200  
Sacramento, CA 95833**

If you have any questions, please contact Jeanette Workman, CSJVRMA Administrator, at [jeanette.workman@sedgwick.com](mailto:jeanette.workman@sedgwick.com) or (916) 244-1110.

CENTRAL SAN JOAQUIN VALLEY  
RISK MANAGEMENT AUTHORITY  
JOINT POWERS AGREEMENT  
AS AMENDED JULY 1, ~~2025~~<sup>1994</sup>

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT  
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AMENDED JOINT EXERCISE OF POWERS AGREEMENT  
FOR INSURANCE AND RISK MANAGEMENT PURPOSES

THIS AMENDED AGREEMENT, dated for convenience this 1st day of ~~July, 2025~~1994, made and entered into by, between, and among those **Member Cities** which become parties to this Agreement by action of their governing boards adopting a resolution agreeing to participate in the joint powers entity created by the terms and conditions of this Agreement;

RECITALS:

WHEREAS, California Government Code Section 6500, et. seq. provides that two or more public agencies may, by agreement, exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 990 and 990.4 provide that a local entity may self-insure, purchase **insurance** through an authorized insurer, purchase **insurance** through a surplus line **broker**, or any combination thereof; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide **insurance** for any authorized purpose by any one or more of the methods specified in Section 990.4; and

WHEREAS, Article XVI, Section 6, of the California Constitution provides that **insurance** pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, each of the cities which are parties to this Agreement desires to join together with other cities in order to collectively self-insure or pool their losses and to jointly purchase **insurance** and administrative services in connection with **Joint Protection Programs** for said cities; and

WHEREAS, the Tulare-Kings Municipal Risk Management Authority, a public entity, was created by an initial Agreement dated April 1, 1979, among various cities within the Counties of Tulare and Kings; and

WHEREAS, the name of the organization was changed to the Central San Joaquin Valley Risk Management Authority on July 1, 1981; and

WHEREAS, the initial Agreement was amended on January 1, 1985 and July 1, 1994 by a two-thirds vote of the **Member Cities'** city councils; and



WHEREAS, said **Member Cities** have determined that it is again appropriate and in the public interest to make certain technical corrections and additions to this Agreement which will provide clarification and will permit the governing body to meet a minimum of two times a year to conduct that business which only the governing body may act upon; and

WHEREAS, it is therefore necessary to amend said Joint Powers Agreement; and

WHEREAS, said Agreement provides that amendments to the Agreement may be made by a vote of two-thirds (2/3rds) of the **Member Cities** by resolution of the City Councils of said Cities:

NOW, THEREFORE, for and in consideration of the execution of this Agreement by two-thirds (2/3rds) of the **Member Cities**, each of the **Member Cities** which are parties hereto does hereby adopt this amended Agreement, dated July 1, ~~2025~~<sup>1994</sup>, which concurrently supersedes that certain Agreement creating the **Authority**, dated April 1, 1979, and all amendments thereto.

ARTICLE I  
DEFINITIONS

The following words, when typed in bold print within the provisions of this Agreement, shall have the following definitions:

**"Administrator"** shall mean that person or group appointed by the Executive Committee and given responsibility for the management, administration, and operation of the **Authority**.

**"Agreement"** shall mean the Joint Powers Agreement creating the Central San Joaquin Valley Risk Management Authority.

**"Authority"** shall mean the Central San Joaquin Valley Risk Management Authority, aka the RMA.

**"Board of Directors"** or **"Board"** shall mean the governing body of the **Authority**.

**"Broker"** shall mean the **insurance broker** hired by the ~~Executive Committee~~ to acquire **insurance** coverage.

**"Claims"** shall mean demands made against the **Authority** arising out of occurrences which are claimed to be within one of the **Authority's Joint Protection Programs** as developed by the **Board**.

**"Deposit Premium"** shall mean the annual dollar amount determined by the Board of Directors payable by each Member City for the purpose of self-insurance coverage, excess insurance premiums, and administrative costs, charged for the purpose of carrying out the powers of the Authority. ~~those funds charged for the purpose of self-insured coverage.~~

**"Executive Committee"** shall mean the elected officers and the representatives appointed by each region to represent that region.

**"Fiscal Year"** shall mean the period July 1 to June 30 of each year.

**"Insurance"** shall mean any commercial insurance coverage.

**"Insurance Premium"** shall mean those funds charged for the payment of group purchased **insurance**.

**"Joint Protection Programs"** shall mean any program to provide risk sharing or **insurance** coverage under this Agreement and shall include a determination as to the amount of initial **Insurance Premiums** and/or **Deposit Premiums**, a precise allocation plan and formula, and a determination of the amount and type, if any, of excess **insurance** to be purchased. ~~—~~ Included within the term **Joint Protection Program** is the identification of exposures to accidental loss, the reduction or limitation of losses to **Member City** properties and from injuries to persons or property caused by the operations of **Member Cities** and the funding

of those risks, together with any other functions appropriate or necessary to the functioning of the **Joint Protection Program**.

**"Master Plan Document"** shall mean the document, formally adopted by the Executive Committee~~participating Member Cities~~, containing the provisions setting forth the operations, policies, and provisions of a self-insured or pooled coverage program, which shall include, but not be limited to, the following:

1. The scope of the program;
2. The procedures to be followed;
3. Who may participate;
4. Any limits or restrictions;
5. How **Deposit Premiums** are determined;
6. How refunds, if any, are determined;
7. Commitments required by participants; and
8. How the document may be amended.

**"Member City"** shall mean a city which is an incorporated municipality organized with a council, City Manager/Administrator form of government, which has been approved for participation in the **Authority** by the **Executive Committee** in accordance with applicable provisions of the Agreement and the Bylaws, and has signed the Agreement.

**"Operating Fund"** shall mean the fund established by the **Authority** for the purpose of paying just demands submitted to the **Authority**.

**"Representative"** shall mean the person, ~~normally the City Manager/Administrator of the Member City, who has been~~ designated in writing by the **Member City** to represent and act for and on behalf of the **Member City** regarding any matter before the **Authority's Board** or **Executive Committee**. The Representative must be either: (a) the City Manager/Administrator or (b) a person designated by the City Manager/Administrator who holds a management/organizational position with the Member City and whose responsibilities include all or part of the Member City's risk management functions (i.e., finance, human resources, claims/losses, insurance, and safety/risk control).

**"Self-Insurance"** shall mean the process whereby the **Authority** maintains sufficient reserves to pay all **claims** and associated expenses of a risk exposure~~area~~ without purchasing **insurance** to cover the risk or a portion of the risk.

ARTICLE II  
PURPOSES

The purpose of this Agreement is to provide joint powers common to each ~~Member City~~ for **insurance** purposes; to pool self-insured claims and losses, to purchase or participate in excess pooling or excess insurance coverage, and to provide related administrative services including risk management, consulting, actuarial services, claims adjusting and legal defense services; and share risks; to implement risk management principles; and to provide for the future inclusion of additional incorporated municipalities ~~desiring to become parties to the Agreement.~~

ARTICLE III  
CREATION OF JOINT POWERS AUTHORITY

- ~~A.~~ Pursuant to Section 6500, et. seq. of the California Government Code, the Authority is a public entity separate and apart from the parties to this Agreement. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this Agreement.
- ~~B.~~ It is the express understanding of all parties that the **Authority** created originally on or about April 1, 1979, is the same **Authority** continued under this Agreement, even though some powers and procedures may be changed by this Agreement.
- ~~C.~~ The **Authority**, its **Board**, officers, membership, and staff shall be governed by this Agreement, the Bylaws, **Master Plan Documents**, Memoranda of Coverage, and other documents duly adopted by the **Authority**.

ARTICLE IV  
PARTIES TO AGREEMENT

- ~~A.~~ Each city which has applied to and been accepted as a member of the **Authority** is a party to the Joint Exercise of Powers Agreement. ~~Each party to the Agreement shall be bound by this Agreement when two-thirds (2/3rds) of the city councils of the **Member Cities** have adopted this amended Agreement.~~ A party to this Agreement certifies that it intends to and does contract with the **Authority** and with all other **Member Cities** which have signed this Agreement and, in addition, with each city which may hereafter be added as a party to and may sign this Agreement. ~~Each city which has or may hereafter sign this Agreement also certifies that the deletion of any city from the **Authority** by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor each **Member City's** intent to contract as described above with the then remaining **Member Cities**.~~
- ~~B.~~ Each city which is a member of the **Authority** at the time this amended Agreement is adopted by two-thirds (2/3rds) of the **Member Cities**, certifies that it intends to and does hereby contract with the **Authority** and with all other current **Member Cities**, and in addition, with each city which may hereafter be added as a party to and may sign this Agreement.

ARTICLE V  
MEMBERSHIP

A. ELIGIBILITY

To be a member of this **Authority**, a city must be an incorporated municipality which is characterized by having professional management as typified by a bona fide Council Manager/Administrator form of government and must be approved for participation in the **Authority** in the manner provided by the Bylaws.

B. NEW MEMBERS

Eligible incorporated municipalities may become a party to this Agreement pursuant to the Bylaws of the **Authority**.

ARTICLE VI  
TERM OF AGREEMENT

This Agreement, as amended, shall become effective when approved by two thirds (2/3rds) of the respective City Councils of the **Member Cities**. When effective, this Agreement, as may be amended from time to time, shall continue thereafter until terminated as herein provided. This Agreement shall become effective as to any new **Member City** in accordance with the Bylaws and **Master Plan Documents** of the **Authority**.

ARTICLE VII  
POWERS OF THE **AUTHORITY**

A. ~~The **Authority** shall have all of the powers common to **Member Cities** and all additional powers set forth in Section 6500, et. seq. and Section 989, et. seq. of the Government Code and other applicable law. The **Authority** shall have all of the rights, immunities, privileges, and defenses afforded each **Member City** and peculiar to the particular **Member City** being sued or against which there has been a claim.~~

Pursuant to and to the extent required by Government Code section 6509, the Authority shall be restricted in the exercise of its powers in the same manner as the City of Ripon is restricted in the exercise of its powers. In the event the City of Ripon shall cease to be a Member of the Authority, then the Authority shall be restricted in the exercise of its powers in the same manner as the City of Madera.

The **Authority** is hereby authorized to do all acts necessary or appropriate for the exercise of said powers, including, but not limited to any or all of the following:

1. ~~to m~~Make and enter into contracts;
2. ~~to i~~ncur debts, liabilities, and obligations, but no debt, liability, or obligation of the **Authority** is a debt, liability, or obligation of a **Member City** ~~which is a part of this Agreement~~except as otherwise provided;

3. ~~to~~ ~~Assess Member Cities as deemed appropriate for good cause as determined by the Executive Committee;~~
4. ~~to~~ ~~Acquire, hold, or dispose of real and personal property;~~
5. ~~to~~ ~~Receive contributions and donations of property, funds, services, and other forms of assistance from any sources;~~
6. ~~to~~ ~~Sue and be sued in its own name;~~
7. ~~to~~ ~~Employ agents and employees;~~
8. ~~to~~ ~~Acquire, construct, manage, and maintain buildings;~~
9. ~~to~~ ~~Lease real or personal property, including property that of a Member City; and~~
10. to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement or otherwise authorized by law.

~~B. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.~~ This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

ARTICLE VIII  
BOARD OF DIRECTORS

A. STRUCTURE

The **Authority** shall be governed by a **Board** composed of one ~~Representative~~ from each **Member City**, each serving in an individual capacity as a member of the **Board**. Each **Member City** shall appoint one **Representative**. Appointments shall be limited to the City Manager/Administrator of each **Member City** or his/her authorized delegate. Each **Member City** shall also appoint one alternate **Representative**. The alternate **Representative** may attend and may participate in any meeting of the **Board**. When the regular **Representative** for whom he/she is an alternate is absent from the meeting, the alternate **Representative** may vote. Each **Representative** serves at the pleasure of the **Member City** being represented. Each **Representative** has one vote as the member of the **Board**. **Representatives** are not entitled to compensation. However, the **Executive Committee** may authorize reimbursement for expense incurred by a **Representative** in connection with his/her duties for the **Authority**.

B. MEETINGS OF THE BOARD

The **Board** shall hold at least two meetings each year. The ~~Executive Committee~~ shall ~~determine~~ ~~fix by resolution~~ the date upon which and the hour and place at which each regular meeting is to be held.

The President may call for a special meeting of the **Board** in compliance with open meeting laws in the State of California or a majority of the **Representatives** may call for a special meeting by filing a written request with the Secretary. The President must then set a date, time, and place for the meeting to be held within 30 days and must make provision for

**Commented [JW1]:** Meetings will continue to be adopted by the EC, but in a less formal manner than by resolution.

notice of the special meeting being given.

Each meeting of the **Board**, and each meeting of the **Executive Committee**, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The **Authority** shall have minutes of regular and special meetings kept. As soon as possible after each meeting, copies of the minutes shall be forwarded to each **Member City**.

A majority of the members of the **Board** is a quorum for the transaction of business. However, less than a quorum may adjourn from time to time. A vote of the majority of a quorum at a meeting is sufficient to take action, unless otherwise specified.

C. **POWERS OF THE BOARD OF DIRECTORS**

The **Board** shall provide policy direction for the **Executive Committee**, the officers, and the **Administrator**. The **Board** may delegate any and all of its authority to the **Executive Committee** except the following:

- 1. ~~Amendments to~~ ~~To change~~ the Bylaws, which requires at least a two-thirds (2/3rds) vote of the **Board**;
- 2. ~~To creation of~~ any new **Joint Protection Program**;
- 3. ~~To termination of~~ ~~ae~~ any **Joint Protection Program**;
- 4. ~~To expulsion of~~ a **Member City**;
- 5. ~~To adoption of~~ an operating budget for the **Authority**;
- 6. ~~To change or revise~~ ~~Amendments to~~ the **Authority's** Conflict of Interest Code; and
- 7. ~~To A~~ ~~authorization for~~ ~~e~~ the issuance, modification, or defeasance of bonds.

ARTICLE IX  
BYLAWS AND REGULATIONS

The **Board** shall adopt Bylaws and general regulations not inconsistent with State law and this Agreement.

ARTICLE X  
EXECUTIVE COMMITTEE

The **Board** shall establish an **Executive Committee** and delegate functions not otherwise reserved to the entire **Board**. The **Executive Committee** shall be appointed, have the powers, and hold meetings as set forth in the Bylaws.

ARTICLE XI  
OFFICERS

The officers of the **Authority** shall consist of an elected President, First Vice President, and Second Vice President, and an appointed **Administrator**, Secretary, and Treasurer. Other offices may be created by the Bylaws, **Master Plan Documents**, or the **Administrator**, subject to the approval of the **Board** or the **Executive Committee**, as applicable. All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws or **Master Plan Documents**.

~~The president shall appoint someone other than the treasurer to perform the functions of auditor/controller of the Authority. shall be performed by the Authority's contracted administration firm officers or employees or in-house staff, or the president may assume these functions as a collateral duty of the presidency. The auditor/controller must be a member of the Board.~~ The **Treasurer** and auditor/controller have the powers, duties, and responsibilities specified in Government Code Section 6505.6. ~~The Board shall require the treasurer and auditor/controller to file with the Authority an official bond in the amount to be fixed by the Board. The Authority shall pay the cost of bond premiums required by this section. The Authority shall purchase a bond which includes coverage for the duties performed by the Treasurer and the auditor/controller.~~

**Commented [JR2]:** Staff conformed this section to reflect current practices/align with 6505.6.

ARTICLE XII  
JOINT PROTECTION PROGRAMS

- ~~A.~~ The **Executive Committee** may at any time, and from time to time, offer to the **Board** for adoption such **Joint Protection Programs** as may be deemed desirable. All **Member Cities** shall participate in those mandatory **Joint Protection Programs** as set forth in the Bylaws. All other **Joint Protection Programs** shall be optional. The **Board** shall establish the amount of **Deposit Premium**, determine the amount of loss reserve contribution, provide for the handling of **claims**, and otherwise establish the policies and procedures necessary to provide a particular **Joint Protection Program** for **Member Cities**.
- ~~B.~~ Each **Joint Protection Program** shall remain separate and distinct from every other **Joint Protection Program** and the liability and obligations of each program, and its participating **Member Cities** shall not be a liability or obligation of another program or participating **Member City** of another program. A **Member City's** participation in one program shall not obligate it or its funds on deposit with the **Authority**, to the debts, obligations, or liabilities of any other program. Separate accounting shall be maintained for each **Joint Protection Program**.

ARTICLE XIII  
RESERVE FUNDS

The **Authority** may establish a fund for the purpose of paying the losses and establishing a reserve



to cover the retained portion of losses that may be insured against by the **Authority** or the **Member Cities**. The ~~funds treasurer shall be invested and reinvest the funds~~ in compliance with the **Authority's** Investment Policy and ~~relevant State laws, and in the same manner as if they were Member City funds.~~

**Commented [JR3]:** This change is to allow for the potential formation of a captive entity, and investment under other state laws.

Refunds shall be made in accordance with the **Master Plan Document** for each program.

**Commented [JR4]:** The MPD will be amended to provide for flexibility in the payment of refunds. Recall board action to ratify decisions of executive committee in withholding refund amounts.

ARTICLE XIV  
OPERATING FUND

The **Authority** shall establish an **Operating Fund**. The **Operating Fund** is for the purpose of paying **insurance premiums, broker's fees, adjusting fees, consultant and legal fees, and such other items** as are appropriate. Just demands for payment shall be made by warrants in compliance with the adopted budget. The warrants shall be paid as directed by the **Executive Committee**. The **Board** may establish such other funds as it considers appropriate which shall be maintained and invested in the same manner as the **Operating Fund**.

ARTICLE XV  
BUDGET

The **Board** shall adopt a budget annually.

ARTICLE XVI  
FUNDING AND PROCEDURES FOR CALCULATING  
ANNUAL CONTRIBUTIONS

The provisions for funding and calculating annual contributions shall be as set forth in the Bylaws and the **Master Plan Documents** for each program.

ARTICLE XVII  
RESPONSIBILITIES OF **AUTHORITY**

The **Authority** may perform or have performed the following functions in discharging its responsibilities under this Agreement:

1. assist **Member Cities** in developing their risk management programs ;
2. participate in risk management advisory committees formed by **Member Cities**;
3. provide loss prevention, safety, and security services;
4. provide all program-services as required by program **Master Plan Documents** ;
5. provide loss analysis control by use of statistical analysis, data processing, and

- record and file keeping services. The purpose of this information is to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
6. conduct risk management audits to review the participation of each **Member City** in the program; and
  7. perform other functions as required by the **Board** for the purpose of accomplishing the goals of this Agreement.

ARTICLE XVIII  
RESPONSIBILITIES OF **MEMBER CITIES**

The **Member Cities** have the following responsibilities:

1. pay all financial obligations to the **Authority** within the time prescribed;
2. appoint an individual to be responsible for coordinating the risk management activities of his/her **Member City** with the **Authority**;
3. conduct its operations in a manner which enhances safety and loss control consistent with recommendations by **Authority** staff;
4. adopt a risk management program; carry out the duties and responsibilities as assigned or mandated by the Board of Directors and/or the Executive Committee which may include, but are not limited to, adherence to and/or adoption of policies and procedures, support of initiatives deemed necessary for the proper functioning of the **Authority**, and timely execution of tasks deemed necessary for the operation and governance of the **Authority**;
5. establish a risk management advisory committee to work with the risk manager of the **Authority**;
6. maintain an active safety committee;
7. report to the risk manager during the development stages the addition of new programs or the significant reduction or expansion of existing programs;
8. permit and assist the **Authority** in conducting on-site safety and loss control inspections and/or safety or risk management audits as required by the **Board**;
9. submit DE3-DPs to the **Authority** concurrent with the submission dates established by the State of California;
10. submit underwriting information requested by the **Authority** on a timely basis;
11. provide accurate statistical data concerning the **Member City** to the **Authority** when requested;
12. cooperate fully with the **Authority** in determining the cause of losses and in the settlement of losses;
13. cooperate to the fullest extent with the **Authority's** Litigation Manager on matters of **claims** and the conduct of defense of **claims**; and
14. comply with risk management requirements established under the authority of this Agreement.

Commented [JW5]: This will be included in the program master plan document

ARTICLE XIX

WITHDRAWAL

Any **Member City**, at their sole discretion, may voluntarily withdraw from membership in the **Authority** only at the end of any **fiscal year** by notifying the **Authority** in writing six (6) months prior to the end of any **fiscal year**, or at any other time which is agreed to by the **Board**, unless otherwise prohibited in the **Master Plan Document** of any program. A notice of withdrawal shall be final and irreversible upon its receipt by the **Authority** unless the **Board** authorizes it to be rescinded by the **Member City**.

ARTICLE XX  
INVOLUNTARY TERMINATION

A **Member City** may be removed from this Agreement by a two-thirds (2/3rds) vote of the **Board** for non-compliance with any provision of the governing documents. Such involuntary termination shall proceed in accordance with the provisions set forth in the Bylaws.

ARTICLE XXI  
CONTINUED LIABILITY

Upon any withdrawal or involuntary termination of a **Member City**, the said **Member City** shall continue to be responsible for any unpaid **insurance premiums, deposit premiums**, surcharges, administration costs, and **claims** and for any debts and assessments in accordance with the provisions of this Agreement, the Bylaws, Resolutions, and the **Master Plan Documents of Joint Protection Programs** in which the **Member City** has participated.

ARTICLE XXII  
REFUNDS UPON WITHDRAWAL OR INVOLUNTARY TERMINATION

A. In the event a **Member City** withdraws from the **Authority** or its membership is involuntarily terminated, said **Member City** shall thereafter be entitled to receive its unobligated share of monies held by the **Authority**, less any and all amounts owed the **Authority** whether contingent or not, by the said withdrawing or terminated **Member City**. The remainder of any funds held by the **Authority** for the withdrawing or terminating **Member City** subject to any retention amount as provided below, shall be the unobligated share and shall be refunded to the **Member City** and shall be accepted in full settlement and satisfaction against any **claims** the **Member City** may have against the **Authority**. The **Authority** shall require that sufficient funds are retained on deposit with the **Authority** to completely pay any and all unpaid **insurance premiums, deposit premiums**, surcharges, administration costs, or **claims**, including any amounts for unreported **claims** and maturity of **claims** against said withdrawing or terminating **Member City**, and the amount to be retained on deposit shall be determined by the **Authority**. Any and all rights, entitlements, benefits, and obligations after withdrawal or termination shall be subject to ongoing obligations and responsibilities agreed to by a **Member City** by agreeing to

participate in any pooled **Joint Protection Programs**.

ARTICLE XXIII  
TERMINATION OF **AUTHORITY**

The **Authority** may be terminated at any time if two-thirds (2/3rds) of the respective city councils of the then-**Member Cities** adopt a resolution requesting termination of the **Authority**; provided, however, that this Joint Powers Agreement and the **Authority** shall continue to exist for the purpose of disposing of all **claims**, concluding any pending litigations, for the liquidation and distribution of assets, and for all other functions necessary to conclude the affairs of the **Authority**.  
- The **Board** shall take whatever action is necessary or appropriate to cause these ongoing responsibilities to be discharged and to effectively close out the affairs of the **Authority**.- Upon completion of the liquidation and dissolution of the **Authority**, the **Authority** shall pay to each city which was a member of the **Authority** at the time of termination its pro rata share based on a city's contribution to the **Authority**, as determined by an independent Certified Public Accountant which has audited the financial records of the **Authority**, of the remaining assets of the **Authority** and shall pay to each **Member City** all monies held by the **Authority** in the reserve funds of that **Member City**.

ARTICLE XXIV  
AUDIT

A- The **Authority** shall obtain an annual certified audit of its accounts and financial records which shall be made by a Certified Public Accountant and shall conform to generally accepted auditing standards.

ARTICLE XXV  
ARBITRATION

Any controversy between the parties hereto arising out of this Agreement shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXVI  
BINDING EFFECT OF BYLAWS, **MASTER PLAN DOCUMENTS**,  
AND MEMORANDA OF COVERAGE

Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this Agreement, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, and any resolution adopted by the **Authority**, the **Board of Directors**, or the **Executive Committee** as they now exist or may hereafter be adopted or amended.

ARTICLE XXVII  
ENFORCEMENT

The **Authority** is hereby granted authority to enforce this Agreement. In the event action is instituted by the **Authority** to enforce any term of this Agreement, the Bylaws, or the **Master Plan Document** of any program against any **Member City**, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXVIII  
AMENDMENTS

This Agreement may be amended by written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the **Member Cities** that are parties to this Agreement. Upon signature of any amendment by two-thirds (2/3rds) of the **Member Cities**, any **Member City** failing or refusing to abide by such amendment may be involuntarily terminated as a party to this Agreement as provided herein.

ARTICLE XXIX  
NOTICES

Notices under this Agreement shall be sufficient if delivered to the office of the Clerk or Secretary of the respective jurisdictions.

ARTICLE XXX  
COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated: \_\_\_\_\_

MEMBER CITY

BY: \_\_\_\_\_

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT

AS AMENDED AND RESTATED

EFFECTIVE JULY 1, 2025

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AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT  
FOR INSURANCE AND RISK MANAGEMENT PURPOSES

THIS AMENDED AND RESTATED **AGREEMENT**, dated for convenience this 1st day of July 2025, made and entered into by, between, and among those **Member Cities** which become parties to this **Agreement** by action of their governing boards adopting a resolution agreeing to participate in the joint powers entity created by the terms and conditions of this **Agreement**;

RECITALS:

WHEREAS, California Government Code Section 6500, et. seq. provides that two or more public agencies may, by agreement, exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 990 and 990.4 provide that a local entity may self-insure, purchase **insurance** through an authorized insurer, purchase **insurance** through a surplus line **broker**, or any combination thereof; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide **insurance** for any authorized purpose by any one or more of the methods specified in Section 990.4; and

WHEREAS, Article XVI, Section 6, of the California Constitution provides that **insurance** pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, each of the cities which are parties to this **Agreement** desires to join together with other cities in order to collectively self-insure or pool their losses and to jointly purchase **insurance** and administrative services in connection with **Joint Protection Programs** for said cities; and

WHEREAS, the Tulare-Kings Municipal Risk Management Authority, a public entity, was created by an initial **Agreement** dated April 1, 1979, among various cities within the Counties of Tulare and Kings; and

WHEREAS, the name of the organization was changed to the Central San Joaquin Valley Risk Management Authority on July 1, 1981; and

WHEREAS, the initial **Agreement** was amended on January 1, 1985, and July 1, 1994, by a two-thirds vote of the **Member Cities'** city councils; and

WHEREAS, said **Member Cities** have determined that it is again appropriate and in the public interest to make certain technical corrections and additions to this **Agreement** which will provide clarification and will permit the governing body to meet a minimum of two times a year to conduct that business which only the governing body may act upon; and

WHEREAS, it is therefore necessary to amend said Joint Powers Agreement; and

WHEREAS, said **Agreement** provides that amendments to the **Agreement** may be made by a vote of two-thirds (2/3rds) of the **Member Cities** by resolution of the City Councils of said Cities:

NOW, THEREFORE, for and in consideration of the execution of this **Agreement** by two-thirds (2/3rds) of the **Member Cities**, each of the **Member Cities** which are parties hereto does hereby adopt this amended and restated **Agreement**, dated July 1, 2025, which concurrently supersedes that certain **Agreement** creating the **Authority**, dated April 1, 1979, and all amendments thereto.

## ARTICLE I DEFINITIONS

The following words, when typed in bold print within the provisions of this **Agreement**, shall have the following definitions:

"**Administrator**" shall mean that person or group appointed by the **Executive Committee** and given responsibility for the management, administration, and operation of the **Authority**.

"**Agreement**" shall mean the Joint Powers Agreement creating the Central San Joaquin Valley Risk Management Authority.

"**Authority**" shall mean the Central San Joaquin Valley Risk Management Authority, aka the RMA.

"**Board of Directors**" or "**Board**" shall mean the governing body of the **Authority**.

"**Broker**" shall mean the **insurance broker** hired by the **Executive Committee** to acquire **insurance** coverage.

"**Claims**" shall mean demands made against the **Authority** arising out of occurrences which are claimed to be within one of the **Authority's Joint Protection Programs** as developed by the **Board**.

"**Deposit Premium**" shall mean the annual dollar amount determined by the Board of Directors payable by each **Member City** for the purpose of **self-insurance** coverage, excess **insurance premiums**, and administrative costs, charged for the purpose of carrying out the powers of the **Authority**.

"**Executive Committee**" shall mean the elected officers and the representatives appointed by each region to represent that region.

**"Fiscal Year"** shall mean the period July 1 to June 30 of each year.

**"Insurance"** shall mean any commercial insurance coverage.

**"Insurance Premium"** shall mean those funds charged for the payment of group purchased insurance.

**"Joint Protection Programs"** shall mean any program to provide risk sharing or insurance coverage under this **Agreement** and shall include a determination as to the amount of initial **Insurance Premiums** and/or **Deposit Premiums**, a precise allocation plan and formula, and a determination of the amount and type, if any, of excess insurance to be purchased. Included within the term **Joint Protection Program** is the identification of exposures to accidental loss, the reduction or limitation of losses to **Member City** properties and from injuries to persons or property caused by the operations of **Member Cities** and the funding of those risks, together with any other functions appropriate or necessary to the functioning of the **Joint Protection Program**.

**"Master Plan Document"** shall mean the document, formally adopted by the **Executive Committee**, setting forth the operations, policies, and provisions of a self-insured or pooled coverage program, which shall include, but not be limited to, the following:

1. The scope of the program;
2. The procedures to be followed;
3. Who may participate;
4. Any limits or restrictions;
5. How **Deposit Premiums** are determined;
6. How refunds, if any, are determined;
7. Commitments required by participants; and
8. How the document may be amended.

**"Member City"** shall mean a city which is an incorporated municipality organized with a council, City Manager/Administrator form of government, which has been approved for participation in the **Authority** by the **Executive Committee** in accordance with applicable provisions of the **Agreement** and the Bylaws and has signed the **Agreement**.

**"Operating Fund"** shall mean the fund established by the **Authority** for the purpose of paying just demands submitted to the **Authority**.

**"Representative"** shall mean the person, **designated** in writing by the **Member City** to represent and act for and on behalf of the **Member City** regarding any matter before the **Authority's Board** or **Executive Committee**. The **Representative** must be either: (a) the City Manager/Administrator or (b) a person designated by the City Manager/Administrator who holds a management/organizational position with the **Member City** and whose responsibilities include all or part of the **Member City's** risk management functions (i.e., finance, human resources, claims/losses, insurance, and safety/risk control).

**"Self-Insurance"** shall mean the process whereby the **Authority** maintains sufficient reserves to pay all **claims** and associated expenses of a risk exposure without purchasing **insurance** to cover the risk or a portion of the risk.

ARTICLE II  
PURPOSES

The purpose of this **Agreement** is to provide joint powers common to each **Member City** for **insurance** purposes; to pool self-insured **claims** and losses, to purchase or participate in excess pooling or excess **insurance** coverage, and to provide related administrative services including risk management, consulting, actuarial services, claims adjusting and legal defense services; to implement risk management principles; and to provide for the future inclusion of additional incorporated municipalities desiring to become parties to the **Agreement**.

ARTICLE III  
CREATION OF JOINT POWERS AUTHORITY

Pursuant to Section 6500, et. seq. of the California Government Code, the **Authority** is a public entity separate and apart from the parties to this **Agreement**. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this **Agreement**.

It is the express understanding of all parties that the **Authority** created originally on or about April 1, 1979, is the same **Authority** continued under this **Agreement**, even though some powers and procedures may be changed by this **Agreement**.

The **Authority**, its **Board**, officers, membership, and staff shall be governed by this **Agreement**, the Bylaws, **Master Plan Documents**, Memoranda of Coverage, and other documents duly adopted by the **Authority**.

ARTICLE IV  
PARTIES TO **AGREEMENT**

Each city which has applied to and been accepted as a member of the **Authority** is a party to the Joint Exercise of Powers Agreement. Each party to the **Agreement** shall be bound by this **Agreement** when two-thirds (2/3rds) of the city councils of the **Member Cities** have adopted this amended and restated **Agreement**. A party to this **Agreement** certifies that it intends to and does contract with the **Authority** and with all other **Member Cities** which have signed this **Agreement** and, in addition, with each city which may hereafter be added as a party to and may sign this **Agreement**. Each city which has or may hereafter sign this **Agreement** also certifies that the deletion of any city from the **Authority** by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this **Agreement** nor each **Member City's** intent to contract as described above with the then remaining **Member Cities**.

Each city which is a member of the **Authority** at the time this amended and restated **Agreement** is adopted by two-thirds (2/3rds) of the **Member Cities**, certifies that it intends to and does hereby contract with the **Authority** and with all other current **Member Cities**, and in addition, with each city which may hereafter be added as a party to and may sign this **Agreement**.

ARTICLE V  
MEMBERSHIP

A. ELIGIBILITY

To be a member of this **Authority**, a city must be an incorporated municipality which is characterized by having professional management as typified by a bona fide Council Manager/Administrator form of government and must be approved for participation in the **Authority** in the manner provided by the Bylaws.

B. NEW MEMBERS

Eligible incorporated municipalities may become a party to this **Agreement** pursuant to the Bylaws of the **Authority**.

ARTICLE VI  
TERM OF **AGREEMENT**

This **Agreement**, as amended and restated, shall become effective when approved by two thirds (2/3rds) of the respective City Councils of the **Member Cities**. When effective, this **Agreement**, as may be amended from time to time, shall continue thereafter until terminated as herein provided. This **Agreement** shall become effective as to any new **Member City** in accordance with the Bylaws and **Master Plan Documents** of the **Authority**.

ARTICLE VII  
POWERS OF THE **AUTHORITY**

Pursuant to and to the extent required by Government Code section 6509, the **Authority** shall be restricted in the exercise of its powers in the same manner as the City of Ripon is restricted in the exercise of its powers. In the event the City of Ripon shall cease to be a Member of the **Authority**, then the **Authority** shall be restricted in the exercise of its powers in the same manner as the City of Madera.

The **Authority** is hereby authorized to do all acts necessary or appropriate for the exercise of said powers, including, but not limited to any or all of the following:

1. Make and enter into contracts;

2. Incur debts, liabilities, and obligations, but no debt, liability, or obligation of the **Authority** is a debt, liability, or obligation of a **Member City** except as otherwise provided;
3. Assess **Member Cities** as deemed appropriate by the **Executive Committee**;
4. Acquire, hold, or dispose of real and personal property;
5. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
6. Sue and be sued in its own name;
7. Employ agents and employees;
8. Acquire, construct, manage, and maintain buildings;
9. Lease real or personal property, including property of a **Member City**; and
10. To exercise all powers necessary and proper to carry out the terms and provisions of this **Agreement** or otherwise authorized by law.

This **Agreement** shall be construed and interpreted in accordance with the laws of the State of California.

## ARTICLE VIII BOARD OF DIRECTORS

### A. STRUCTURE

The **Authority** shall be governed by a **Board** composed of one **Representative** from each **Member City**, each serving in an individual capacity as a member of the **Board**. Each **Member City** shall appoint one **Representative**. Appointments shall be limited to the City Manager/Administrator of each **Member City** or his/her authorized delegate. Each **Member City** shall also appoint one alternate **Representative**. The alternate **Representative** may attend and may participate in any meeting of the **Board**. When the regular **Representative** for whom he/she is an alternate is absent from the meeting, the alternate **Representative** may vote. Each **Representative** serves at the pleasure of the **Member City** being represented. Each **Representative** has one vote as the member of the **Board**. **Representatives** are not entitled to compensation. However, the **Executive Committee** may authorize reimbursement for expense incurred by a **Representative** in connection with his/her duties for the **Authority**.

### B. MEETINGS OF THE BOARD

The **Board** shall hold at least two meetings each year. The **Executive Committee** shall determine the date upon which and the hour and place at which each regular meeting is to be held.

The President may call for a special meeting of the **Board** in compliance with open meeting laws in the State of California or a majority of the **Representatives** may call for a special

meeting by filing a written request with the Secretary. The President must then set a date, time, and place for the meeting to be held within 30 days and must make provision for notice of the special meeting being given.

Each meeting of the **Board**, and each meeting of the **Executive Committee**, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The **Authority** shall have minutes of regular and special meetings kept. As soon as possible after each meeting, copies of the minutes shall be forwarded to each **Member City**.

A majority of the members of the **Board** is a quorum for the transaction of business. However, less than a quorum may adjourn from time to time. A vote of the majority of a quorum at a meeting is sufficient to take action, unless otherwise specified.

#### C. POWERS OF THE **BOARD OF DIRECTORS**

The **Board** shall provide policy direction for the **Executive Committee**, the officers, and the **Administrator**. The **Board** may delegate any and all of its authority to the **Executive Committee** except the following:

1. Amendments to the Bylaws, which requires at least a two-thirds (2/3rds) vote of the **Board**;
2. Creation of any new **Joint Protection Program**;
3. Termination of any **Joint Protection Program**;
4. Expulsion of a **Member City**;
5. Adoption of an operating budget for the **Authority**;
6. Amendments to the **Authority's** Conflict of Interest Code; and
7. Authorization for the issuance, modification, or defeasance of bonds.

### ARTICLE IX BYLAWS AND REGULATIONS

The **Board** shall adopt Bylaws and general regulations not inconsistent with State law and this **Agreement**.

### ARTICLE X **EXECUTIVE COMMITTEE**

The **Board** shall establish an **Executive Committee** and delegate functions not otherwise reserved to the entire **Board**. The **Executive Committee** shall be appointed, have the powers, and hold meetings as set forth in the Bylaws.



ARTICLE XI  
OFFICERS

The officers of the **Authority** shall consist of an elected President, First Vice President, and Second Vice President, and an appointed **Administrator**, Secretary, and Treasurer. Other offices may be created by the Bylaws, **Master Plan Documents**, or the **Administrator**, subject to the approval of the **Board** or the **Executive Committee**, as applicable. All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws or **Master Plan Documents**.

The functions of auditor/controller of the **Authority** shall be performed by the **Authority's** officers or employees. The Treasurer and auditor/controller have the powers, duties, and responsibilities specified in Government Code Section 6505.6. The **Authority** shall purchase a bond which includes coverage for the duties performed by the Treasurer and the auditor/controller.

ARTICLE XII  
JOINT PROTECTION PROGRAMS

- A. The **Executive Committee** may at any time, and from time to time, offer to the **Board** for adoption such **Joint Protection Programs** as may be deemed desirable. All **Member Cities** shall participate in those mandatory **Joint Protection Programs** as set forth in the Bylaws. All other **Joint Protection Programs** shall be optional. The **Board** shall establish the amount of **Deposit Premium**, determine the amount of loss reserve contribution, provide for the handling of **claims**, and otherwise establish the policies and procedures necessary to provide a particular **Joint Protection Program** for **Member Cities**.
- B. Each **Joint Protection Program** shall remain separate and distinct from every other **Joint Protection Program** and the liability and obligations of each program, and its participating **Member Cities** shall not be a liability or obligation of another program or participating Member City of another program. A **Member City's** participation in one program shall not obligate it or its funds on deposit with the **Authority**, to the debts, obligations, or liabilities of any other program. Separate accounting shall be maintained for each **Joint Protection Program**.

ARTICLE XIII  
RESERVE FUNDS

The **Authority** may establish a fund for the purpose of paying the losses and establishing a reserve to cover the retained portion of losses that may be insured against by the **Authority** or the **Member Cities**. The funds shall be invested in compliance with the **Authority's** Investment Policy and relevant state laws.

Refunds shall be made in accordance with the **Master Plan Document** for each program.

ARTICLE XIV  
OPERATING FUND

The **Authority** shall establish an **Operating Fund**. The **Operating Fund** is for the purpose of paying **insurance premiums, broker's fees**, adjusting fees, consultant and legal fees, and such other items as are appropriate. Just demands for payment shall be made by warrants in compliance with the adopted budget. The warrants shall be paid as directed by the **Executive Committee**. The **Board** may establish such other funds as it considers appropriate which shall be maintained and invested in the same manner as the **Operating Fund**.

ARTICLE XV  
BUDGET

The **Board** shall adopt a budget annually.

ARTICLE XVI  
FUNDING AND PROCEDURES FOR CALCULATING  
ANNUAL CONTRIBUTIONS

The provisions for funding and calculating annual contributions shall be as set forth in the Bylaws and the **Master Plan Documents** for each program.

ARTICLE XVII  
RESPONSIBILITIES OF **AUTHORITY**

The **Authority** may perform or have performed the following functions in discharging its responsibilities under this **Agreement**:

1. Assist **Member Cities** in developing their risk management programs;
2. Participate in risk management advisory committees formed by **Member Cities**;
3. Provide loss prevention, safety, and security services;
4. Provide all program services as required by program **Master Plan Documents**;
5. Provide loss analysis control by use of statistical analysis, data processing, and record and file keeping services. The purpose of this information is to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
6. Conduct risk management audits to review the participation of each **Member City** in the program; and
7. Perform other functions as required by the **Board** for the purpose of accomplishing the goals of this **Agreement**.

## ARTICLE XVIII RESPONSIBILITIES OF **MEMBER CITIES**

The **Member Cities** have the following responsibilities:

1. Pay all financial obligations to the **Authority** within the time prescribed;
2. Appoint an individual to be responsible for coordinating the risk management activities of his/her **Member City** with the **Authority**;
3. Conduct its operations in a manner which enhances safety and loss control consistent with recommendations by **Authority** staff;
4. Carry out the duties and responsibilities as assigned or mandated by the **Board of Directors** and/or the **Executive Committee** which may include, but are not limited to, adherence to and/or adoption of policies and procedures, support of initiatives deemed necessary for the proper functioning of the **Authority**, and timely execution of tasks deemed necessary for the operation and governance of the **Authority**;
5. Report to the risk manager during the development stages the addition of new programs or the significant reduction or expansion of existing programs;
6. Permit and assist the **Authority** in conducting on-site safety and loss control inspections and/or safety or risk management audits as required by the **Board**;
7. Submit underwriting information requested by the **Authority** on a timely basis;
8. Provide accurate statistical data concerning the **Member City** to the **Authority** when requested;
9. Cooperate fully with the **Authority** in determining the cause of losses and in the settlement of losses;
10. Cooperate to the fullest extent with the **Authority's** Litigation Manager on matters of **claims** and the conduct of defense of **claims**; and
11. Comply with risk management requirements established under the authority of this **Agreement**.

## ARTICLE XIX WITHDRAWAL

Any **Member City**, at their sole discretion, may voluntarily withdraw from membership in the **Authority** only at the end of any **fiscal year** by notifying the **Authority** in writing six (6) months prior to the end of any **fiscal year**, or at any other time which is agreed to by the **Board**, unless otherwise prohibited in the **Master Plan Document** of any program. A notice of withdrawal shall be final and irreversible upon its receipt by the **Authority** unless the **Board** authorizes it to be rescinded by the **Member City**.

## ARTICLE XX INVOLUNTARY TERMINATION

A **Member City** may be removed from this **Agreement** by a two-thirds (2/3rds) vote of the **Board** for non-compliance with any provision of the governing documents. Such involuntary termination shall proceed in accordance with the provisions set forth in the Bylaws.

## ARTICLE XXI CONTINUED LIABILITY

Upon any withdrawal or involuntary termination of a **Member City**, the said **Member City** shall continue to be responsible for any unpaid **insurance premiums, deposit premiums**, surcharges, administration costs, and **claims** and for any debts and assessments in accordance with the provisions of this **Agreement**, the Bylaws, Resolutions, and the **Master Plan Documents of Joint Protection Programs** in which the **Member City** has participated.

## ARTICLE XXII REFUNDS UPON WITHDRAWAL OR INVOLUNTARY TERMINATION

In the event a **Member City** withdraws from the **Authority** or its membership is involuntarily terminated, said **Member City** shall thereafter be entitled to receive its unobligated share of monies held by the **Authority**, less any and all amounts owed the **Authority** whether contingent or not, by the said withdrawing or terminated **Member City**. The remainder of any funds held by the **Authority** for the withdrawing or terminating **Member City** subject to any retention amount as provided below, shall be the unobligated share and shall be refunded to the **Member City** and shall be accepted in full settlement and satisfaction against any **claims** the **Member City** may have against the **Authority**. The **Authority** shall require that sufficient funds are retained on deposit with the **Authority** to completely pay any and all unpaid **insurance premiums, deposit premiums**, surcharges, administration costs, or **claims**, including any amounts for unreported **claims** and maturity of **claims** against said withdrawing or terminating **Member City**, and the amount to be retained on deposit shall be determined by the **Authority**. Any and all rights, entitlements, benefits, and obligations after withdrawal or termination shall be subject to ongoing obligations and responsibilities agreed to by a **Member City** by agreeing to participate in any pooled **Joint Protection Programs**.

## ARTICLE XXIII TERMINATION OF **AUTHORITY**

The **Authority** may be terminated at any time if two-thirds (2/3rds) of the respective city councils of the then-**Member Cities** adopt a resolution requesting termination of the **Authority**; provided, however, that this Joint Powers Agreement and the **Authority** shall continue to exist for the purpose of disposing of all **claims**, concluding any pending litigations, for the liquidation and distribution of assets, and for all other functions necessary to conclude the affairs of the **Authority**.

The **Board** shall take whatever action is necessary or appropriate to cause these ongoing responsibilities to be discharged and to effectively close out the affairs of the **Authority**. Upon completion of the liquidation and dissolution of the **Authority**, the **Authority** shall pay to each city which was a member of the **Authority** at the time of termination its pro rata share based on a city's contribution to the **Authority**, as determined by an independent Certified Public Accountant which has audited the financial records of the **Authority**, of the remaining assets of the **Authority** and shall pay to each **Member City** all monies held by the **Authority** in the reserve funds of that **Member City**.

#### ARTICLE XXIV AUDIT

The **Authority** shall obtain an annual certified audit of its accounts and financial records which shall be made by a Certified Public Accountant and shall conform to generally accepted auditing standards.

#### ARTICLE XXV ARBITRATION

Any controversy between the parties hereto arising out of this **Agreement** shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

#### ARTICLE XXVI BINDING EFFECT OF BYLAWS, **MASTER PLAN DOCUMENTS**, AND MEMORANDA OF COVERAGE

Each party to this **Agreement** by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this **Agreement**, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, and any resolution adopted by the **Authority**, the **Board of Directors**, or the **Executive Committee** as they now exist or may hereafter be adopted or amended.

#### ARTICLE XXVII ENFORCEMENT

The **Authority** is hereby granted authority to enforce this **Agreement**. In the event action is instituted by the **Authority** to enforce any term of this **Agreement**, the Bylaws, or the **Master Plan Document** of any program against any **Member City**, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXVIII  
AMENDMENTS

This **Agreement** may be amended by written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the **Member Cities** that are parties to this **Agreement**. Upon signature of any amendment by two-thirds (2/3rds) of the **Member Cities**, any **Member City** failing or refusing to abide by such amendment may be involuntarily terminated as a party to this **Agreement** as provided herein.

ARTICLE XXIX  
NOTICES

Notices under this **Agreement** shall be sufficient if delivered to the office of the Clerk or Secretary of the respective jurisdictions.

ARTICLE XXX  
COUNTERPARTS

This **Agreement** may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated: \_\_\_\_\_  
MEMBER CITY

BY: \_\_\_\_\_

**RESOLUTION APPROVING AMENDMENT TO JOINT POWERS AGREEMENT OF THE  
CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY**

**WHEREAS**, the CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY (CSJVRMA) is a California Joint Powers Authority created and operated pursuant to California Government Code 6500 et. seq. for the purpose of pooling funds to provide coverage for indemnification and defense and to purchase excess insurance for certain civil claims involving general liability, workers’ compensation, and property damage;

**WHEREAS**, the City of \_\_\_\_ is authorized pursuant to California Government Code 990.8 to enter into a Joint Powers Agreement for the purposes described above;

**WHEREAS**, the City of \_\_\_\_ is a member of the CSJVRMA;

**WHEREAS**, the Joint Powers Agreement which was created establishing the CSJVRMA allows for amendment of the agreement upon approval by the City Council of two thirds of the members of the CSJVRMA;

**WHEREAS**, the CSJVRMA desires to amend the Joint Powers Agreement as set forth in the Agreement dated July1, 1994, and as amended July 1, 2025, a copy of which is attached hereto and incorporated herein;

The City hereby resolves:

IT IS HEREBY RESOLVED that the City Council of \_\_\_\_\_ approves the Central San Joaquin Valley Risk Management Authority Joint Powers Agreement, dated July 1, 1994, as amended and restated on July 1, 2025, and in the form as attached hereto, and it is FURTHER RESOLVED that the City Manager/Administrator is authorized and directed to execute such agreement.

The forgoing resolution was adopted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
MAYOR/CITY MANAGER

ATTEST:

\_\_\_\_\_  
CITY CLERK

**CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION No. 25-94**

*Section 7, Item F.*

**RESOLUTION APPROVING AMENDMENT TO JOINT POWERS AGREEMENT OF THE CENTRAL  
SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY**

**WHEREAS**, the CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY (CSJVRMA) is a California Joint Powers Authority created and operated pursuant to California Government Code 6500 et. seq. for the purpose of pooling funds to provide coverage for indemnification and defense and to purchase excess insurance for certain civil claims involving general liability, workers' compensation, and property damage;

**WHEREAS**, the City of Angels is authorized pursuant to California Government Code 990.8 to enter into a Joint Powers Agreement for the purposes described above;

**WHEREAS**, the City of Angels is a member of the CSJVRMA;

**WHEREAS**, the Joint Powers Agreement which was created establishing the CSJVRMA allows for amendment of the agreement upon approval by the City Council of two thirds of the members of the CSJVRMA;

**WHEREAS**, the CSJVRMA desires to amend the Joint Powers Agreement as set forth in the Agreement dated July 1, 1994, and as amended July 1, 2025, a copy of which is attached hereto and incorporated herein;

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Angels does hereby approve the Central San Joaquin Valley Risk Management Authority Joint Powers Agreement, dated July 1, 1994, as amended and restated on July 1, 2025, and in the form as attached hereto, and it is **FURTHER RESOLVED** that the City Manager/Administrator is authorized and directed to execute such agreement.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of November 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Michael Chimente, Mayor

\_\_\_\_\_  
Michelle Gonzalez, Deputy 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:** November 18, 2025

**TO:** City Council

**FROM:** Steve Williams, Interim City Administrator

**RE:** RESOLUTION 25-93 – IDENTIFYING RECRUITMENT STRATEGIES FOR THE POSITION OF CITY ADMINSTRATOR

### **RECOMMENDATION:**

Discuss and identify the most effective strategy for the recruitment and selection of a permanent City Administrator.

### **BACKGROUND:**

The City of Angels City Administrator serves as the Chief Executive Officer of the City. The City Administrator is accountable to the City Council, and responsible for enforcement of all City codes, ordinances, and regulations, the conduct of all financial activities, and the efficient and economical performance of the City's operations.

On September 12, 2025, City Administrator Pamela Caronongan voluntarily resigned. On September 17, 2025, the City Council appointed Steve Williams, a PERS Retired Annuitant, to serve as Interim City Administrator during the recruitment for a permanent City Administrator.

### **DISCUSSION:**

The City of Angels has been actively recruiting for the position of City Administrator since September 17, 2025.

As a PERS Retired Annuitant, Steve Williams is limited to working no more than 960 hours in a fiscal year. At the current rate, his hours will be exhausted by the end of March 2026. It is important to have a permanent City Administrator identified and available to start the job no later than April 1, 2026.

Executive Recruiting firms are companies that specialize in finding and attracting high-level professionals on behalf of organizations. Their main goal is to identify and recruit qualified candidates for executive or leadership roles that are often difficult to fill through traditional hiring methods. These positions might include titles such as City Manager, Police Chief, CEO, CFO, or other department heads.

Staff reached out to six (6) different executive recruiting firms to determine interest, cost, and timeline for the recruitment of the next Angels Camp City Administrator.



Four (4) of the six (6) firms were responsive to the request. Those four include (in alphabetical order):

- Bob Murray and Associates
- Koff and Associates
- Peckham and McKenney
- WBCP

The proposals for all four (4) responsive executive recruitment firms are included as Attachments “A, B, C, D, and E”.

All four (4) responsive firms advised that April 1, 2026, is a realistic and achievable goal for the start date of the next City Administrator.

The fees for the responsive firms range from \$25,000 to \$36,800.

One firm, WBCP, offered five (5) levels of service ranging from \$10,400 to \$36,800.

Each of the four (4) firms suggested that they start their services in January 2026, to align with the City’s intent to hire the next City Administrator by April 1, 2026.

An alternative to the engagement of an executive search firm is to task the Interim City Administrator with the continuation of the recruitment. While there would be no additional fee for the Interim City Administrator to continue the recruitment, the potential reach of an executive search firm would far exceed the reach of the Interim City Administrator.

Additionally, the Interim City Administrator’s focus and attention on the efficient and effective operation of the City would be divided between the daily demands of the City and recruitment for the next City Administrator.

The Interim City Administrator could engage in additional efforts through increased advertising and marketing to enhance the recruitment effort, however, if the City Council determines that an executive search firm is of greater overall benefit, the City would need to engage that firm during the month of December 2025, to meet the April 1, 2026, start date of the new City Administrator.

Both the engagement of an executive search firm and tasking the Interim City Administrator with recruitment are viable options to consider.

Staff recommends that the City Council take the following actions:

1. Choose between engaging an executive search firm or tasking the Interim City Administrator with the recruitment.
2. If engaging an executive search firm, choose which firm to engage.



**FISCAL IMPACT:**

Variable depending upon the decision of the City Council, between no fiscal impact and \$36,800.

**ATTACHMENTS:**

Attachment “A” – Bob Murray and Associates Proposal

Attachment “B” – Koff and Associates Proposal

Attachment “C” – Peckham and McKenney Proposal

Attachment “D” – WBCP Proposal

Attachment “E” – WBCP Options

Attachment “F” – Resolution 25-93





**BOB MURRAY  
& ASSOCIATES**

*Experts In Executive Search*

A Proposal to Conduct an Executive Recruitment  
for the Position of  
CITY ADMINISTRATOR  
on behalf of the



1544 Eureka Road, Suite 180  
Roseville, CA 95661  
(916) 784-9080  
(916) 784-1985 fax

October 20, 2025

Mayor Michael Chimente and  
Members of the City Council  
City of Angels  
P.O. Box 667  
Angels Camp, CA 95222

Submitted via email to: [stevewilliams@angelscamp.gov](mailto:stevewilliams@angelscamp.gov)

Dear Mayor Chimente:

Bob Murray & Associates is pleased to submit a proposal to conduct the City Administrator recruitment for the City of Angels Camp. The following details our unique qualifications and describes our systematic–yet flexible–method of identifying, recruiting, and screening outstanding candidates on your behalf. Bob Murray & Associates is proud to offer straightforward, *all-in pricing*, eliminating surprises and making the experience simple and stress-free. This proposal includes information on our proven process, a timeline, and a guarantee.

As the premier public sector executive search firm specializing in positions that report directly to elected boards/councils, we understand the unique dynamics, high expectations, and political acumen required of leaders in these critical roles. We don't just fill positions—we ensure the candidates we present to City of Angels Camp are well-aligned with your organization's goals, values, and culture. Our team is composed of experienced executive recruiters and former public-sector executives—professionals who are passionate about public service and attuned to current trends in government leadership. With over 34 years of experience and a network of more than 40,000 professionals and organizations, we've built a strong reputation for delivering exceptional candidates and achieving repeat success with our clients.

Bob Murray & Associates recognizes that we work at the pleasure of the City Council and our job is to facilitate the Council in finding the City's next City Administrator. Our best practice is to establish a strong partnership with the Council, to ensure the placement of a City Administrator who is ideally suited to its needs. In developing this collaborative approach, we will seek the opportunity to meet with the council members individually to discuss their expectations for the City's new City Administrator. The feedback received from the council members will be essential in providing guidance when recruiting and screening candidates for the position.

Current and recent recruitments we have completed similar in scope to your upcoming search include the following:

2025

Monterey, CA (City Manager) – *current*  
 Eugene, OR (City Manager) – *current*  
 Hanford, CA (City Manager) – *current*  
 Cathedral City, CA (City Manager) – *current*  
 Davis, CA (City Manager)  
 Apple Valley, CA (Town Manager)  
 Live Oak, CA (City Manager)  
 Oakdale, CA (City Manager)  
 Fowler, CA (City Manager)  
 Louisville, CO (City Manager)

2024

Vernon, CA (City Administrator)  
 Folsom, CA (City Manager)  
 Murrieta, CA (City Manager)  
 Aliso Viejo, CA (City Manager)  
 Manhattan Beach, CA (City Manager)  
 Emeryville, CA (City Manager)  
 Reno, NV (City Manager)  
 Vancouver, WA (City Manager)  
 Orinda, CA (City Manager)  
 Pinole, CA (City Manager)  
 Novato, CA (City Manager)  
 Saratoga, CA (City Manager)  
 Sparks, NV (City Manager)  
 Salinas, CA (City Manager)  
 Pacific Grove, CA (City Manager)

2023

Auburn, CA (City Manager)  
 Desert Hot Springs, CA (City Manager)  
 Downey, CA (City Manager)  
 Merced, CA (City Manager)  
 Moraga, CA (Town Manager)  
 Piedmont, CA (City Administrator)  
 Rio Vista, CA (City Manager)  
 San Bruno, CA (City Manager)  
 San Marino, CA (City Manager)  
 San Rafael, CA (City Manager)  
 San Ramon, CA (City Manager)  
 Santa Clara, CA (City Manager)  
 South Gate, CA (City Manager)  
 Ventura, CA (City Manager)

We work as a team on every search at Bob Murray & Associates. Your Project Lead would be Stephanie Dietz, Stacey Stevenson, or Ian Schmutzler, who would not only direct and supervise the project team from beginning to end but also serve as the Recruiter for the project as well.

To learn first-hand about the quality of our services and why the majority of our engagements come from repeat and referred clients, we invite you to contact the references listed on page 16 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 with any questions.

Sincerely,



Valerie Gaeta Phillips  
President, Bob Murray & Associates

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## THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding positive placements and providing security and fairness to candidates and clients while ensuring the integrity of the search process. Outlined below are the steps in our proven recruitment process, refined through our **34+ years** of experience in executive recruiting.

### STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the City of Angels Camp's needs will be key to a successful search. Stephanie Dietz, Stacey Stevenson, or Ian Schmutzler will meet virtually with the City and key stakeholders to learn as much as possible about the ideal candidate for the City Administrator position. Key stakeholders often include:

- Council/Board Members - up to five virtual one-on-one meetings with the Recruiter
- Internal Stakeholders (e.g. Department Heads) - up to two virtual group meetings with the Recruiter
- External Stakeholders (e.g. Chamber of Commerce, Community Groups) - one virtual one-on-one or group meeting with the Recruiter

#### *Internal and External Stakeholders*

We find that many of our clients value a recruitment process that opens the opportunity for employees, community members, business leaders, and organization representatives to provide input regarding the ideal candidate. Our recruiters are skilled in virtually facilitating group staff meetings, forums for the business community, and/or town hall meetings that provide for equitable involvement from a variety of constituencies.

If the City of Angels Camp desires, we will work with the City to create a customized virtual community and/or staff input process. *Please note: Virtual facilitation of stakeholder meetings is included in the professional fee. On-site Recruiter facilitation is available for an additional fee - please refer to "Costs and Guarantee" on page 9 for pricing information.*

#### *Online Stakeholder Surveys*

Sometimes clients are seeking input from a wider range of stakeholders—such as community members, business leaders, and organization representatives—online surveys are ideal to solicit input regarding qualities of the ideal candidate. Our experienced recruiters excel at crafting targeted, thoughtful, open-ended questions and can design a customized survey, providing a link for easy sharing on your website. After closing, your dedicated Recruitment Coordinator will send you the survey

response data for your review and analysis. Online Surveys are available at an additional cost under Optional Services (please refer to page 9).

We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the City of Angels Camp.

Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler will review and help define the City's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the City to identify expectations regarding education and experience. The City of Angels Camp and Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

## STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler and your dedicated Recruitment Coordinator will use the candidate profile developed with the City of Angels Camp to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the City of Angels Camp that you feel best represent your organization and your community.

Upon your approval, Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler will send the brochure by email (and postal mail if desired) to a targeted audience, personally inviting potential candidates to apply for the City Administrator position. We will also place the recruitment brochure on our [website](#), which attracts over 11,000 unique hits weekly and is a trusted resource for candidates seeking executive and professional positions. Two sample brochures are included in this proposal package for your reference.

Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler will also design an effective advertising campaign appropriate for the City Administrator recruitment. Our broadest outreach comes through our active social media involvement on LinkedIn as well as our monthly newsletter where upcoming and current positions are featured. Sources such as *Western City Magazine*, PublicCEO, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the City Administration and Management field.

Suggested City Administrator-specific advertising sources for the City of Angels Camp's search include:

- League of California Cities
- National League of Cities
- International City/County Management Association
- California City Management Foundation

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

### *Reaching Diverse Candidates*

Bob Murray & Associates, a woman- and minority-owned business, is **proud of its commitment to attracting and placing diverse candidates**. Nearly 50% of our last 100 placements were women; Hispanic placements 25%; African American placements 13%; Asian placements 21%; and Native American placements at 1%. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women's Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the City of Angels Camp, to maximize the potential for individuals from a wide variety of backgrounds, cultures, and life experiences to be considered for the City Administrator position.



### STEP 3 RECRUIT CANDIDATES

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through **over 2,100 successful placements**, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time—time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the City Administrator recruitment.

### STEP 4 SCREEN CANDIDATES

Following the closing date for the recruitment, Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler will discuss with the City of Angels Camp how the City wishes to proceed with these candidates.

### STEP 5 CONDUCT PRELIMINARY INTERVIEWS

Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Zoom, Teams, or other convenient videoconferencing applications.

### STEP 6 SEARCH PUBLIC RECORDS

Under the direction of Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler to any further detailed inquiries we may need to make before our recommendations are finalized.

### STEP 7 MAKE RECOMMENDATIONS

Based on our findings during the preliminary interview process, Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler will meet with the City of Angels Camp virtually or on site

to share the complete applicant list and recommend a limited number of candidates for your further consideration. Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of interviewees will be up to you.

We typically recommend 6-8 candidates that we feel best match your expectations and prepare a detailed report on each candidate. This virtual "Recommended Finalist" eBook is provided to each member of the decision-making body and includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience and education for each Recommended Finalist candidate
- Complete cover letter and resume for each Recommended Finalist candidate
- List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

## STEP 8 FACILITATE PANEL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will work with the City of Angels Camp to craft and implement an interview approach that fits your needs. This may include panel and/or individual interviews by the City of Angels Camp; key stakeholders, community/employee interview panels; writing and presentation samples; meet-and-greets; or other specialized process elements Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler helps the City of Angels Camp to design.

Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler will be present on-site during the panel interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided for each interview panel member containing:

- Recruitment brochure with candidate profile
- Interview schedule
- Suggested interview questions
- Experience summary, cover letter, resume, and rating form for each candidate
- Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate and schedule interviews. Our goal is to ensure that each candidate has a positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

#### STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS

Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler and your Recruitment Coordinator will conduct detailed reference checks for up to two (2) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with the two (2) final candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

#### STEP 10 ASSIST IN NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Ms. Dietz, Ms. Stevenson, and Mr. Schmutzler know what other organizations have done to put deals together with great candidates and what the current market is like for City Administrator positions in organizations like the City of Angels Camp's. Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits, and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome, we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.



## COMPLETE ADMINISTRATIVE ASSISTANCE

We receive many unsolicited testimonials each year from clients and candidates alike noting our prompt, considerate, accurate, and professional service during the search process. Throughout the recruitment, in time intervals that suit the City of Angels Camp, we will provide you with updates on the status of the search and attend to all administrative details on your behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the recruitment. Candidates who receive preliminary or final interviews and are not chosen to move forward in the interview process will receive personal calls from Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler on behalf of the City of Angels Camp.

It is our internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler will be available to the City of Angels Camp by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.



## COSTS AND GUARANTEE

### PROFESSIONAL FEE AND EXPENSES

The **all-inclusive professional services fee** for conducting the City Administrator recruitment on behalf of the City of Angels Camp is **\$29,000**. Services provided for in this fee consist of all steps outlined in this proposal, including design and distribution of the recruitment brochure, advertising, marketing and promotion, administrative support, public records research, comprehensive background reporting on the final candidates, postage, technology, and two (2) days of on-site meetings. This proposal is valid for 60 days from the date of the proposal.

*Optional Services are listed below and are in addition to the professional services fee. Expense reimbursement for **Consultant travel** related to additional on-site meeting days is billed at the actual rate (airfare/mileage, lodging) and is the responsibility of the City of Angels Camp.*

The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project. In fact, our mission for this project is to ensure we assist in identifying the right candidate for the City of Angels Camp. Therefore, Ms. Dietz, Ms. Stevenson, or Mr. Schmutzler will contact the City at the first anniversary of the placement to confirm an effective transition has occurred.

### Optional Services

- **Additional virtual stakeholder meetings:** \$250/meeting
- **Additional on-site meeting days:** \$1,500/day/Consultant, plus travel expenses
- **Online Surveys:** \$500/each (includes preparing recommended questions, preparing and sharing the survey link, closing the survey, and sending the survey response data for your review and analysis)
- **Additional background checks:** \$300/candidate
- **Additional reference checks:** \$500/candidate
- **Additional hires:** \$9,000/candidate



## GUARANTEE

In the event a candidate recommended by our firm resigns or is terminated within the first 12 months of employment, Bob Murray & Associates will provide the City of Angels Camp with professional services to secure a replacement. Services will be provided at no cost, aside from the following *reimbursable* expenses incurred on the City of Angels Camp's behalf during the new search:

- Brochure design and distribution (\$695 reprint only, \$1,275 edit/reflow/reprint)(*if needed*)
- Advertising actual costs (estimated at \$2,975)
- Public records search for all new candidates (\$500)
- Background Checks (\$300/candidate)
- Reference Checks (\$500/candidate)
- Consultant travel reimbursement (if travel is needed)
- *Plus any applicable Optional Services, if desired*

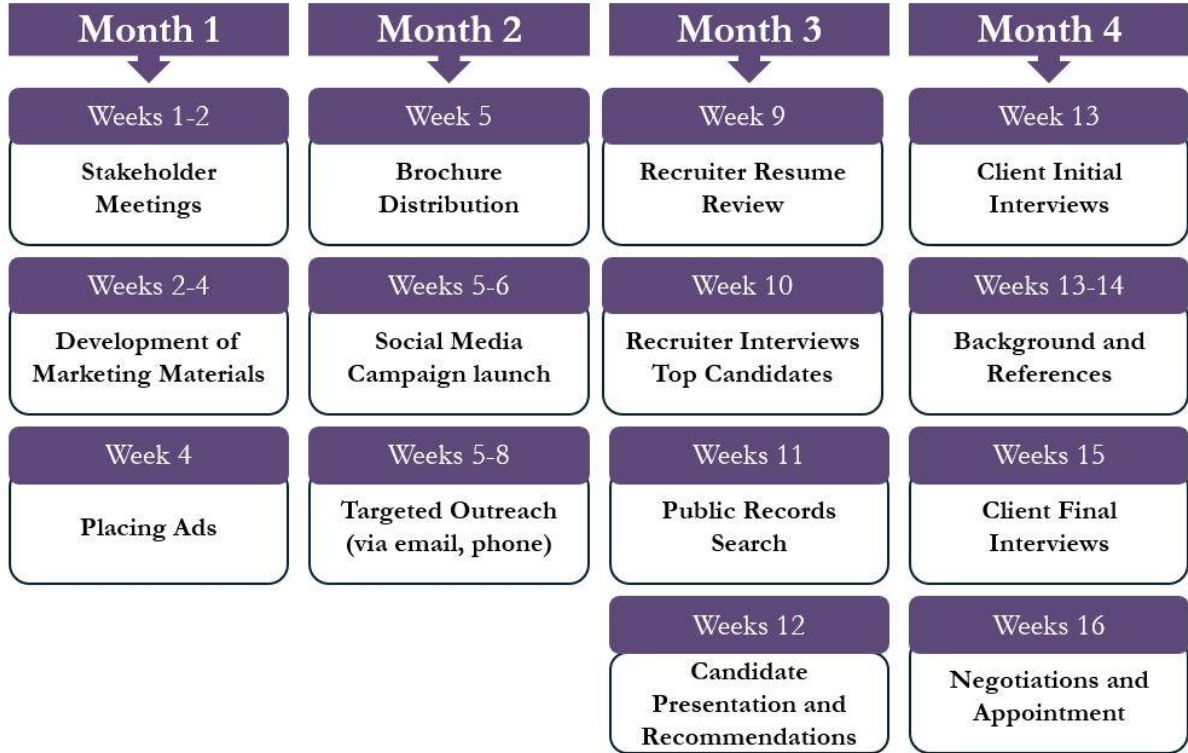
In the event that a placement is not made from the initial recruitment, Bob Murray & Associates will provide professional services to conduct one additional recruitment. Services will be provided at no cost. However, the City of Angels Camp will be responsible for the *reimbursable* expenses as noted above.

We are confident in our ability to recruit outstanding candidates and do not expect the City to find it necessary to exercise this provision of our proposal.

# RECRUITMENT SCHEDULE

We are prepared to start work on this assignment upon receipt of a signed professional services agreement or other written, authorized notification. A full search can be completed in 13-16 weeks from the date of initial meetings with our client.

The final recruitment schedule will be determined in collaboration with City of Angels Camp. A typical timeline of tasks and events is included here for reference.



# FIRM PROFILE

## OUR STAFF

Bob Murray & Associates is a small firm focusing exclusively on executive search services. We have a team of seventeen (17):

- Bob Murray, *Founder*
- Valerie Gaeta Phillips, *President*
- Gary Phillips, *Executive Vice President*
- Joel Bryden, *Vice President*
- Yasmin Beers, *Senior Executive Recruiter*
- Adele Fresé, *Senior Executive Recruiter*
- Stacy Stevenson, *Senior Executive Recruiter*
- Jon Lewis, *Executive Recruiter*
- Stephanie Dietz, *Executive Recruiter*
- Melanie Richardson, *Executive Recruiter*
- Jeff Mori, *Executive Recruiter*
- Michael Ishii, *Executive Recruiter*
- Ian Schmutzler, *Executive Recruiter*
- Alexandria Kopack, *Recruitment and Operations Manager*
- Kathy Lolas, *Senior Recruitment Coordinator*
- Grace Marshall, *Senior Recruitment Coordinator*
- Steph Souza, *Recruitment Coordinator*

Please see your lead recruiter’s biography below:

## STACEY STEVENSON, SENIOR EXECUTIVE RECRUITER



In Ms. Stevenson’s 32 years of service in municipal government, she worked for the California cities of San Diego, National City, and Murrieta. Ms. Stevenson began her professional career in City of San Diego as a Personnel Analyst and went on to work in the Personnel, Metropolitan Wastewater, Engineering, and Contracting departments; as well as the City Manager’s office, progressing from Analyst to Deputy Director. She also assumed special projects such as the creation and opening of the City’s neighborhood service centers and Liaison to the City Council.

From San Diego she joined the City of National City where she served as the Director of Human Resources, the Director of Administrative Services, and Deputy City Manager. She oversaw Community Services, Finance, Human Resources, and Information Technology; and managed special projects such as the balloting and passage of the City’s local sales tax and the implementation of a new payroll module.

In the City of Murrieta, Ms. Stevenson served as Administrative Services Director and Deputy City Manager, again overseeing Community Services, Finance, Human Resources, and Information Technology, and managing special projects. Ms. Stevenson has also served as a commissioner on both the Child Care and Civil Service Commissions for the City of Chula Vista.

Ms. Stevenson holds a Bachelor's degree in Industrial Organizational Psychology as well as a Master of Business Administration degree with an emphasis in Human Resource Management.

# STEPHANIE DIETZ, EXECUTIVE RECRUITER



Stephanie Dietz brings over 20 years of municipal and public agency experience to Bob Murray and Associates. Stephanie retired as the City Manager for the City of Merced, a City with a population of nearly 100,000 and the newest University of California campus. She served as the Chief Executive Officer overseeing more than 500 employees who provided services within the areas of Police, Fire, Development and Inspection Services, Engineering, Public Works, Parks & Recreation, Arts & Culture, Housing, and the Office of Neighborhood Safety.

For 20 years, Stephanie garnered experience across city and county governments, along with the University of California, specializing in public finance and budgeting, human resources, labor relations, strategic planning, public safety, water management, redistricting, and leading city-initiated sales tax and charter ballot initiatives. Her professional career saw great success, with projects that included the construction of a new municipal airport terminal, the award of several state and federal grants to construct 850 affordable housing units, and the annexation of UC Merced. Throughout her professional career, she has been responsible for recruiting and retaining executive-level leaders who reflect the culture of their communities while fostering a spirit of innovation.

Stephanie serves on the Merced Irrigation District Board, on the Merced College Foundation Board, and as an Advisory Board Member for the Central California Small Business Development Center. In 2023, Stephanie was recognized by the California State Assembly as Woman of the Year for her innovative solutions in affordable housing and transportation and her pioneering spirit as the first female City Manager for the City of Merced. Stephanie also volunteers on the boards of several local non-profits that support youth sports and local FFA chapters, ensuring students have the community support needed to be successful.

Stephanie holds a Bachelor of Arts in Liberal Arts with a Minor in Mathematics from California State University, Fresno, and a Master of Arts in English from National University.

#### IAN SCHMUTZLER, EXECUTIVE RECRUITER



Ian Schmutzler was born and raised in Northern California and brings 28 years of law enforcement experience, including 11 years as a second-in-command and more than 3 years as police chief, to the Bob Murray & Associates team.

Ian began his career in 1997 as a police officer in the City of Oakland, California and after spending three years at Oakland PD, Ian was hired by the Vacaville Police Department in 2000. During his career, Ian worked as an undercover narcotics detective, hostage negotiator, and defensive tactics instructor, among several other specialized assignments.

In 2006, Ian was promoted to the rank of sergeant and in 2011 promoted to lieutenant, which, at that time, was just below the rank of chief of police. Ian was promoted to the newly-created rank of captain in 2014 and oversaw both the Field Operations and Field Support Bureaus in that capacity, as well as, serving as acting police chief in 2021. In January of 2022, Ian was selected by City Manager Aaron Busch to be the permanent Chief of Police for the City of Vacaville.

Throughout his career, Ian has participated in more than 80 public sector hiring and promotional processes as a panelist, a facilitator, a recruiter, and a proctor, gaining valuable experience evaluating leadership capabilities and the attributes of successful public sector leaders.

Ian is a 13-year member of the California Police Chiefs Association and the CPCA Law & Legislation Committee. Ian is a graduate of the California POST Command College, Class 59, where Ian's Futures Portfolio Project article was selected and appeared in the Dec. 2017 issue of the International Association of Police Chief's Magazine. In addition, Ian is a graduate of the Police Executive Research Forum Senior Management Institute for Policing and obtained a Executive Post-Graduate Certificate in Law Enforcement Command from the University of San Diego.

Ian graduated from California State University, Sacramento, in 1997 with a Bachelor of Science degree in Criminal Justice and a Master of Science degree in the same field of study in 2004.

## CORPORATION

Bob Murray & Associates was founded in May 2000 and operated under the corporation name MBN Services, Inc. until June 2014; our new corporation name is GVP Ventures, Inc., incorporated in California in 2014. Contact information for the corporation and the firm is as follows:

GVP Ventures, Inc. OR Bob Murray & Associates  
 1544 Eureka Road, Ste. 180  
 Roseville, CA 95661  
 (916) 784-9080  
 apply@bobmurrayassoc.com

Our corporation and firm are financially sound (and have been so since 2000), with documentation from our accountant available to your organization prior to final execution of a professional service agreement. We have never been involved in any litigation, aside from our personnel serving as expert witnesses when called to do so.

## PROFESSIONAL ASSOCIATIONS

Our firm, represented by either our President or our Executive Vice President, are involved in the following organizations to remain engaged with current and future issues relevant to the work we conduct on behalf of clients like City of Angels Camp:

- California Special Districts Association
- California City Management Foundation (CCMF)
- Engaging Local Government Leaders (ELGL)
- International City/County Management Association (ICMA)
- International Network of Asian Public Administrators (I-NAPA)
- League of California Cities
- League of Women in Government
- Municipal Management Association of Northern California (MMANC)
- Municipal Management Association of Southern California (MMASC)
- National Forum for Black Public Administrators (NFBPA)

Members of our leadership team not only attend events sponsored by these associations but are also frequently called upon to serve as panel members and to provide specialized lectures regarding industry-specific issues. Recent and upcoming speaking engagements and trainings provided by our staff include:

- "Role of the Chief" class, annually presented by Jon Lewis on behalf of the California Police Chiefs Association;
- MMANC and MMASC annual mock interviews;
- Annual League of California Cities Booth; and
- Annual League of California Cities City Manager's Conference (City Manager hosted event).

## REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted similar searches are listed below:

<i>CLIENT:</i>	City of Emeryville, CA
<i>POSITION:</i>	City Manager
<i>REFERENCE:</i>	Ms. Lilybell Nakamura, Human Resources Director (510) 596-4391
<i>CLIENT:</i>	City of Novato, CA
<i>POSITION:</i>	City Manager
<i>REFERENCE:</i>	Mr. Gary Bell, City Attorney (916) 898-0049
<i>CLIENT:</i>	City of Aliso Viejo, CA
<i>POSITION:</i>	City Manager
<i>REFERENCE:</i>	Mayor Tiffany Ackley (949) 425-2510
<i>CLIENT:</i>	Town of Yountville, CA
<i>POSITION:</i>	Town Manager
<i>REFERENCE:</i>	Mayor Marjorie Mohler (707) 287-6911

*We appreciate the City of Angels Camp’s consideration of our proposal and look forward to working with you.*







# EXECUTIVE RECRUITMENT SERVICES

## CITY ADMINISTRATOR

### CITY OF ANGELS CAMP

Submittal date: October 21, 2025



**Koff & Associates**  
A Gallagher Company

Submitted by:  
Koff & Associates  
2835 Seventh Street  
Berkeley, CA 94710

**Frank Rojas**  
Recruitment Manager  
[Frank\\_Rojas@ajg.com](mailto:Frank_Rojas@ajg.com)  
510.495.0448  
[KoffAssociates.com](http://KoffAssociates.com)





Koff & Associates  
A Gallagher Company



October 21, 2025

Steve Williams, Interim City Administrator  
City of Angels Camp  
200 Monte Verda St Suite B,  
Angels Camp, CA 95222

Dear Mr. Williams,

Thank you for the opportunity to submit our proposal to assist the City of Angels Camp with Executive Recruitment services. We are excited about the possibility of developing this partnership and supporting the City with the search for its next City Administrator. Beyond finding your next ideal candidate, we are committed to working with our clients to show candidates "Why City of Angels Camp?" We are responsive and thoughtful in our communications with your applicants, as well as your internal and external stakeholders.

Our unique selling proposition lies in our extensive experience supporting public sector clients in California and throughout the USA. Through our investment in modern recruitment technology, we offer forward-thinking services that not only provide advanced extensive sourcing and outreach but allow us to tell the story of each project through easy-to-understand data and intuitive reports.

Conducting countless executive search efforts has made K&A an expert in identifying, targeting, recruiting, and successfully placing women and minority candidates in many of our recruitments. Our firm has a vast pool of resources at our fingertips to provide outreach on an industry-wide basis to the public and private sector for qualified candidates nationwide. We pride ourselves on transparency, flexibility, and quality work.

Our proposal details our experience, our project approach/methodology as well as identified deliverables throughout the process, our pricing, and all other information we trust demonstrates our commitment and excitement to take on this work and support City of Angels Camp. We will continue our efforts until we find your placement, and we guarantee our placements for 12 months. Our team is available to start this work upon award.

As K&A's Recruitment Manager, I am available to answer questions about this proposal, as well as our team and recruitment services. You can reach me at (510) 495-0448 or [Frank.Rojas@ajg.com](mailto:Frank.Rojas@ajg.com).

Sincerely,

Frank Rojas  
Recruitment Manager



Koff & Associates  
A Gallagher Company



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## BUSINESS INFORMATION

Koff & Associates (“K&A”) was founded by Gail Koff in 1984 as a full spectrum, public-sector human resources and recruiting services firm to assist cities, counties, special districts, other public agencies, and non-profit organizations.

As of April 30, 2021, we merged with Arthur J. Gallagher and are now officially a Gallagher Division. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, the Sacramento Region, and the Western US Region. GALLAGHER BENEFIT SERVICES, INC. is our legal name. It is a Delaware company, and the FEIN is 36-4291971.

Now part of Gallagher Benefits Services, the K&A recruitment team continues to provide top-tier recruitment services, now with a huge network of internal partners to support this work as needed, from our original public sector classification and compensation team to wide range of Talent and HR Consulting services, details at: [www.ajg.com/services/human-resources-compensation-consulting/](http://www.ajg.com/services/human-resources-compensation-consulting/).

## EXPERIENCE AND QUALIFICATIONS

With over 40 years of HR experience, K&A knows public sector employment inside and out. We are familiar with public sector organizational structures, agency missions, operational and budgetary requirements, staffing needs, legal requirements, and cultural expectations. Our team is ready to support you throughout the process—using our expertise to run a successful full-cycle recruitment through the very start of your search through the start date of your next City Administrator.

We build enduring relationships	K&A provides personal attention to and creates long-term relationships with our clients. Because we care about and understand your organization’s people, culture, leadership, and unique needs, we identify highly qualified candidates to support your goals.
We value strength in diversity	With our focus on inclusion, networking, and advertising with minority-based associations, we source top talent and our placements reflect the Agencies we serve.
We leverage innovative search technology	K&A identifies candidates which traditional recruiting strategies may miss. We leverage innovative sourcing methodologies and technologies for a robust and advanced sourcing strategy that will attract hard-to-find, passive job seekers.

Our long list of clients indicates our firm’s reputation as a quality organization that produces comprehensive, sound, and cost-effective results. K&A is “hands on” and responsive with the ability and expertise to identify the ideal candidate(s) for the City of Angels Camp.

We use our vast network to leverage recommendations and referrals of past clients in combination with modern sourcing techniques and technology to build the best candidate pools in the market. We are a team of true recruiters with over 60 years of combined experience. Our work speaks for itself: we provide professional and technical consulting assistance with integrity, honesty, and a commitment to excellence.



## RECENT SUCCESSFUL RECRUITMENTS

Below is a partial list of executive recruitments (complete or current) conducted by K&A's recruitment team. Most relevant recruitments and/or clients have been **highlighted**.

Brochures for nearly all positions can be found at [www.koffassociates.com/opportunities](http://www.koffassociates.com/opportunities) (current recruitments at link; to view more, click "More Past Recruitments" at the bottom of the page).

Agency	Title
City of Calexico	<b>City Manager</b> , Police Chief
City of Coalinga	<b>City Manager</b>
City of East Palo Alto	<b>City Manager</b> , <b>Assistant City Manager</b> , Chief of Police
City of Oceanside	<b>City Manager</b> , Director of HR & Risk Management, Risk Manager
City of Palm Springs	<b>City Manager</b> ; Airport Deputy Director, Planning & Engineering; Senior Civil Engineer; Fire Chief
City of San Bernardino	<b>City Manager</b> , Deputy Director of HR (Risk), Director of HR, Chief of Police, Director of Public Works
City of Sanger	<b>City Manager</b>
City of Santa Fe Springs	<b>City Manager</b>
City of Signal Hill	<b>City Manager</b>
City of Soledad	<b>City Manager</b>
City of Chula Vista	<b>Deputy City Manager</b> , Deputy Director of Development Services
City of Rialto	<b>Assistant City Manager</b> , City Engineer, Director of Finance, Assistant Director of Finance, Director of Community Development, Director of Engineering Services/City Engineer
City of Tulare	<b>Assistant City Manager</b> , HR Director, Chief Financial Officer
City of Vista	<b>Assistant City Manager</b> , Director of Engineering, Director of Community Development, Fire Chief
Bay Area Water Supply and Conservation Agency	<b>Chief Executive Officer/General Manager</b>
East Valley Water District	<b>General Manager/Chief Executive Officer</b>
Greater LA County Vector Control District	<b>General Manager</b>
South Tahoe Public Utility District	<b>General Manager</b>
Stinson Beach County Water District	<b>General Manager</b>
Valley Sanitary District	<b>General Manager</b>



West Valley Water District	<b>General Manager, Assistant General Manager, Chief Financial Officer, Director of Engineering,</b>
Contra Costa Water District	<b>Assistant General Manager (Water Resources, Operations, &amp; Maintenance), Assistant General Manager (Engineering &amp; Construction), Director of Finance</b>
Bakersfield-Kern Regional Homeless Collaborative	<b>Executive Director</b>
California Assoc. - Local Agency Formation Commissions	<b>Executive Director</b>
California Utilities Emergency Association	<b>Executive Director</b>
Alameda Housing Authority	Administrative Manager
California Association of Sanitation Agencies	Manager of Association Services
City of Avalon	Public Works Director
City of Berkeley	Director of Information Services, Director of Engineering
City of Carson	Director of Finance, Public Works Operations Manager
City of Cherry Hills Village, CO	Chief of Police
City of Chico	Public Works Director
City of Commerce	Public Works Director
City of El Monte	Public Works and Utilities Director, Director of HR, Chief of Police
City of Gilroy	City Engineer/Transportation Engineer, Public Works Director, Utilities Director, Fire Division Chief, Finance Manager, Fleet Superintendent
City of Glendale	Water Engineering Manager
City of Hayward	Accounting Manager
City of La Mesa	Assistant Community Development Director, Risk Manager, Director of HR
City of Lawndale	Director of Public Works / City Engineer, Director of Finance / City Treasurer
City of Leavenworth	City Administrator
City of Lomita	Public Works Director, Water Systems Superintendent
City of Long Beach	Data Center Officer, City Treasurer
City of Los Altos	Housing Manager
City of Los Banos	Finance Director, Assistant Public Works Director, Assistant Fire Chief
City of Manhattan Beach	Fire Chief
City of Menlo Park	Assistant Administrative Services Director (Finance), HR Manager
City of Millbrae	Director of Community Development, Public Works Director



City of Modesto	Engineering Division Manager – Utilities, Wastewater Division Manager
City of Ontario	Budget Administrator, Accounting Supervisor, Assistant Community Development Director
City of Oroville	Chief of Police
City of Oxnard	Housing Director, Assistant Chief Financial Officer, Library Manager, Associate Traffic Engineer, Chief Financial Officer, Environmental Resources Division Manager, Safety Training Officer, Planning & Environmental Manager, Budget Manager, Senior Planner, City Traffic Engineer, Assistant Director of Housing, Assistant Public Works Director (Water Utilities), Controller, Public Works Director
City of Palmdale	Director of Community & Economic Development, Finance Manager, Deputy Director of HR
City of Palo Alto	Assistant Director of IT, IT Project Manager (Senior Technologist), Water Treatment Plant Manager, Water Quality Control Plant Assistant Manager
City of Pasadena	Director of Parks, Recreation and Community Services; Director of Library & Information Services; Chief of Police; Controller
City of Patterson	Fire Chief, Director of Recreation & Community Services, Director of Finance
City of Pittsburg	Water Utilities Manager, Assistant City Engineer
City of Pomona	Development Services Director
City of Rancho Palos Verdes	HR & Risk Manager, Principal Engineer, Associate Engineer – Utilities (Capital Projects), Associate Engineer – Utilities (Operations), Senior Engineer – Transportation/Traffic (Operations), Senior Engineer – Civil/Roadway (Capital Projects)
City of Redlands	Director of HR
City of Richmond	Senior Civil Engineer, Director of Finance, Information Technology Manager, Deputy Director of Community Resources, Employment and Training; Budget Administrator and Accounting Manager
City of Riverside	Utilities General Manager, Deputy Finance Director, Debt & Treasury Manager, Budget Manager
City of Salinas	Planning Manager, Assistant Finance Director, Senior Civil Engineer, Chief of Police, Finance Director
City of San Diego	Director of Transportation
City of San Jose	Deputy Director of Animal Care and Services, Deputy Director of Technical Services (Police Department), Assistant Chief Information Officer, Chief Information Officer
City of San Leandro	Assistant Finance Director
City of Santa Monica	City Engineer, Director of Transportation
City of Scottsdale, AZ	Economic Development Director
City of Seaside	Senior Civil Engineer, Assistant Public Works Director, Assistant Civil Engineer, Associate Planner, Assistant Planner
City of Stockton	Chief Financial Officer



City of Tracy	City Attorney
City of Victorville	Assistant Director of Water
City of Visalia	Administrative Services Director
City of West Hollywood	Economic Development Director
City of Woodland	Deputy Director of Public Works – Utilities
City of Woodland Park, CO	Chief of Police
Coachella Valley Water Dist.	Director of Environmental Services
County of Butte	Assistant Public Works Director (2)
County of Imperial	Director of Social Services
County of Riverside	Director of Animal Services, Director of HR, Department Public Information Officer I, DEI (Diversity, Equity, and Inclusion) Officer, County Counsel
County of San Bernardino	County Labor Relations Chief, Chief of Homeless Services
County of Santa Clara	Deputy Director of Parks & Recreation, Director, CEPA; Planning Services Manager
County of Sonoma	Deputy Director – Engineering & Maintenance
Dublin San Ramon Services District	Wastewater Treatment Plant Operator-in-Training, Electrician I/II, HR Analyst II, Wastewater Treatment Plant Operations Superintendent
East Bay Regional Park District	Fire Chief, Chief of Interpretive & Recreation Services, Chief of Design & Construction, Chief Information Officer
First 5 Alameda County	HR Director
Fresno Irrigation District	Senior Civil Engineer
Hayward Area Recreation and Park District	Administrative Services Director, Parks and Facilities Maintenance Director
Irvine Ranch Water District	Collections Manager, Accounting Supervisor, Senior HR Analyst, HR Analyst
King County, WA	Regional Animal Services Manager
Marin/Sonoma Mosquito & Vector Control District	District Manager
Metro Parks Tacoma	Chief Financial and Administrative Officer
Metropolitan Water District of Southern CA	Safety, Security, and Protection Group Manager; Controller; Conveyance and Distribution Group Manager; Integrated Support Services Group Manager; Treatment and Water Quality Group Manager
Mid-Peninsula Water Dist.	Administrative Services Manager
Mtn. House Community Services District	Utilities Manager
Mtn. View Sanitary Dist.	Chief Plant Operator/Wastewater Operations Manager
North County Transit Dist.	Chief People Officer, Chief Executive Officer



Ontario Municipal Utilities Company	Utilities Customer Service Director
Orange Co. Mosquito & Vector Control District	Director of HR
Port of Long Beach	Director of Security
San Bernardino County Transportation Authority	Chief Financial Officer
San Bernardino Superior Court	HR Business Partner
San Mateo County Transportation Auth./Transit District	Executive Officer, Transportation Authority; Manager, Real Estate Capital Project Support and Property Management; HR Manager; District Surveyor, Real Estate; Deputy Director, Transportation Authority; Executive Officer for Civil Rights, Employee & Labor Relations, and HR
Santa Barbara Metropolitan Transit Dist.	Director of Finance and Administration, Director of HR and Risk
Santa Clarita Valley Water Agency	Controller
Solano County	Director of General Services
Solano Transportation Agency	Finance and Budget Manager, Director of Projects, Senior Accountant, Program Coordinator
South San Joaquin Irrigation District	Telemetry System Supervisor, Finance and Administration Manager
Stanislaus Animal Services Agency	Director of Animal Services
State Bar of CA	Operational and Digital Transformation Lead, Chief Information Officer
Tahoe Regional Planning Agency	Director of HR & Organizational Development
Transportation Corridor Agencies	Chief Capital Program Officer
Yolo Transportation District	Director of Finance & Administration





## PROJECT TEAM

### **Frank Rojas**

#### **Recruitment Manager**

**LinkedIn:** <https://www.linkedin.com/in/frank-rojas-41529418/>

Frank brings more than thirty (35) years of recruiting experience from the highly competitive direct placement and contracts labor industries and the corporate environment. He has significant experience placing corporate leaders, executive, professional, and technical staff, including individual contributors for the government sector, non-profits, aerospace, architectural and engineering, information technology, petroleum and chemical, energy, power, civil/structural, transportation, and private industry.

Frank began his career in Contract Labor. Over the next 30+ years, he launched seven start-up offices in several states and locations, providing direct placement and contract support to hundreds of clients in virtually all industries and levels of talent. He continued his career in the non-profit environment, managing and building talent acquisition support during significant growth periods. Having been a speaker at several networking and career coaching venues, Frank believes in utilizing traditional recruiting methodology with social media.

In addition to recently completing recruitments for the City of Coalinga, City of Tulare, City of Visalia, City of La Mesa, and the West Valley Water District, recent successful efforts include positions of City Manager, Finance Director, Director of Human Resources, Fire Chief, Administrative Services Director, and Director-level hires for Information Technology, Social Services, Public Works, Community Development, Community Services, Animal Services, and Division/Site General Managers.

Frank has been named in the top 1% viewed profiles on LinkedIn and has established a strong client and customer base through trust, effective recruiting, relationship building, and teamwork.

### **Chelsea Freeman**

#### **Recruiting Supervisor**

**LinkedIn:** <https://www.linkedin.com/in/chelsealane1/>

Chelsea's professional experience includes over 20 years in Human Resources which includes both the public and private sectors. She began her HR journey in private-sector manufacturing and then later transitioned to the public sector. Her previous role was as the Classification, Compensation, and HR Operations Manager at California State University, Monterey Bay, where she was responsible for developing and implementing a compensation philosophy for staff and faculty, as well as implementing process improvement efforts within the HR operations. She provided ongoing consultation to executives relating to organizational effectiveness, recruiting, and best practices in hiring which included Diversity and Inclusion training and properly classifying and compensating employees.

Since joining K&A, a Gallagher company, Chelsea has partnered her classification and compensation experience, marketing skills, and recruitment experience to bring a full-service experience to all clients. She currently manages full-cycle recruitments for California public sector agencies including cities, counties, and special districts. She provides supervisory oversight for technical, professional, and management recruitments.

In addition to recently completing recruitments for the City of Palo Alto, City of Lomita, City of Gilroy, City of Palmdale, and West Valley Water District, recent successful efforts include positions of Economic Development



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Director, IT Project Manager, Finance Director, Principal Engineer, and Director-level hires for Information Technology, Public Works, and Community Development.

Chelsea earned her B.A. degree in Communications from Sonoma State University.

**Lady Hernandez**

**Associate Recruiter**

**LinkedIn:** <https://www.linkedin.com/in/lady-laura-hernandez-697aa169/>

Lady brings over thirteen years of experience working in both the public and private sectors.

She worked for the California State University system for six years and spent seven years in the private sector in management.

Lady spent seven years in management, refining skills in team leadership, operations oversight, and driving organizational success. Transitioning into higher education, she gained experience in full-cycle recruitment, employment compliance programs, and compensation and classification. This unique blend of expertise across education and management exemplifies her ability to navigate complex challenges and deliver impactful results.

Lady earned her B.S in Business Administration from San Diego State University.

**Ember Plummer**

**Recruitment Coordinator/Project Support**

Ember supports the Koff & Associates team as a Recruiting Coordinator/Project Support. Since joining K&A, they have helped to develop efficient processes to streamline recruiting services. They support the recruiting team in a broad range of administrative needs and in preparing reports and documentation for clients. Ember earned their B.A. in English Language & Literature and World Literature from Smith College in Northampton, MA.

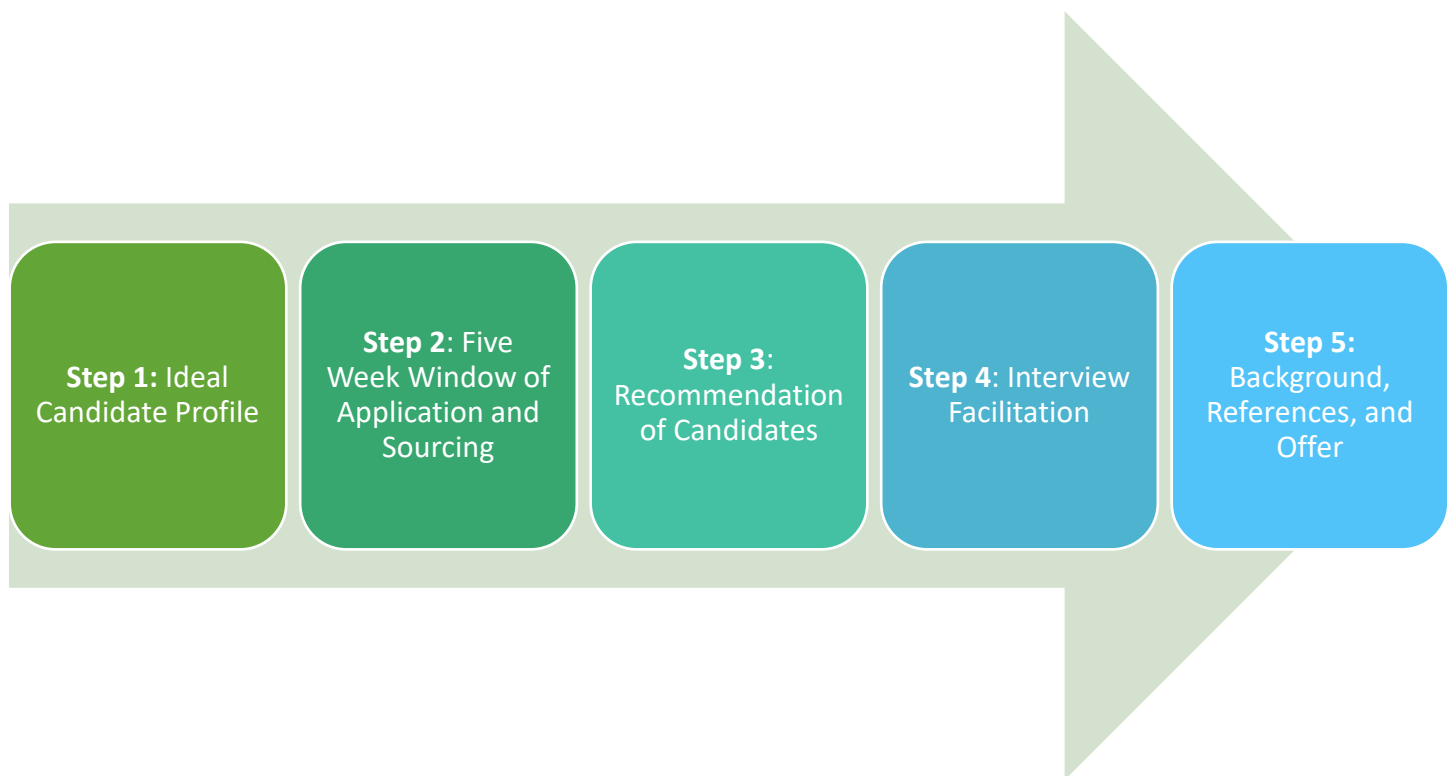


## PROJECT APPROACH/METHODOLOGY

Our philosophy ensures thorough, thoughtful, and strategic sourcing, evaluation, selection, and vetting of candidates. We reach out directly to potential candidates, referral sources, professional associations, and user groups, etc. by using business media, outreach emails, general advertising, **and most importantly picking up the phone and actively calling passive applicants**. This strategy also includes focused advertising on websites and in publications specific to women and minority candidates.

K&A will provide weekly progress reports to the City and participate in conference calls and onsite meetings as requested. These reports can include data on all new candidates as the sourcing period progresses, as well as work undertaken by the Project Team.

We are responsible for ensuring compliance, adhering to, and maintaining all legally mandated documentation throughout the process.





## Step 1: Ideal Candidate Profile

Developing the profile for the ideal job candidate for the position is crucial for a successful search process.

We will coordinate with the City in identifying and developing:

- The various needs, vision, mission, goals, strengths, challenges, opportunities, and culture of the organization and specific departments involved;
- Position competency requirements, i.e., knowledge, skills, and abilities;
- Personal and professional attributes required of and priorities for the new incumbent;
- Type of working relationship senior leadership desire with the new incumbent;
- Advertising strategies in conjunction with a national and/or regional outreach campaign;
- Compensation levels; and
- Precise schedule of deliverables from K&A.

After meeting(s) with the City, there will be a consensus of the key qualifications and characteristics of the position and the process, action plan, and timetable to be utilized for the recruitment process.

### **Deliverable: Brochure (Design & Posting)**

Following the development of the candidate profile, a recruitment brochure will be professionally produced in coordination with the City's feedback. The brochure will highlight the strengths of the City of Angels Camp and the surrounding community. The brochure will feature the organizational structure and services of the City, its mission and goals, pertinent facts regarding the position, and necessary and desirable candidate qualifications, alongside eye-catching photographs of the City's staff, local attractions, and landscape.

## Step 2: Five Week Window of Application & Sourcing

K&A, at the request of the City, will facilitate community surveys or community outreach forums to encourage feedback from residents. A report of these resident comments will be provided to the City prior to brochure development, or prior to first-round interviews.

Our effort include a variety of activities designed to build the best available candidate pool. Our techniques and methodologies allow us to source from extensive pools of potential candidates and referral sources. We utilize a highly trusted advertising partner to identify and optimize our posts to the best job boards and business media to find candidates who may not otherwise be looking.

In coordination with the City, K&A will:

- Identify prospects;
- Provide each potential candidate with access to the recruitment brochure;
- Capture interested candidates in our recruitment project database; and
- Provide representative data to the City.



### Step 3: Recommendation of Candidates

K&A will complete our screening process, specifically designed to assess the personal and professional attributes that the City has identified. This screening will focus on each candidate's ability, technical competency, and fit with the City's values, culture, and needs. Our assessment will consist of:

- Experience and qualifications;
- Cultural fit based on our understanding of essential intangibles;
- Clarity of any issues identified in the submitted documents;
- Reasons for position interest,
- The level of commitment to the position and the organization; and
- Other issues, including salary requirements.

#### **Deliverable: Client Report**

After the sourcing period has closed and our screening process has been completed, K&A will prepare a Client Report of the leading candidates. This report serves to further narrow the pool to the most highly qualified and helps establish the best organizational fit of each recommended candidate. The Client Report contains standardized resume summaries of all presented candidates; cover letters, resumes, references submitted by each candidate; and notes on each screening interview, with comments from the Project Team. These materials are assembled into an intuitive and user-friendly report, emailed as an easily navigable single document.

### Step 4: Interview Facilitation

We will advise and develop interviewing strategies and a menu of questions that will help analyze candidates' qualifications and management/work styles. We will facilitate all necessary communications with the City and candidates to ensure everyone is well prepared.

Interview questions will elicit information about each candidate's technical skill set, experience, leadership skills, adaptability, political astuteness, self-awareness, and other important aspects of the ideal candidate profile.

The Project Manager will coordinate interviews, interview schedules, and finalize the process. We will provide oversight during the panel interview process and facilitate a focused discussion with the City at the beginning and conclusion of the interviews to identify the most qualified candidate(s) for final interviews.

#### **Deliverable: Candidate Evaluation Materials**

After candidates have been scheduled, K&A will prepare a packet of Candidate Evaluation Materials. Meant to provide comprehensive interview support to both internal and external panelists, this report contains the schedule of activities; a summary of the candidate qualifications as identified in the brochure; standardized resume summaries of all candidates interviewing; cover letters, resumes, references submitted by each candidate; and instructions for evaluation tools agreed to by the City, as well as an additional document with the panel/City's chosen interview questions. These materials are assembled into intuitive and user-friendly interview packets, emailed as fillable/easily navigable documents or bound and mailed at the City's request.



## Step 5: Background, References, and Offer

K&A provides a thorough and quality reference and background check process for our clients. We start by calling candidates' employment and professional references and having an in-depth discussion, covering their strongest business characteristics, work style, interpersonal skills, and position-specific knowledge.

Background checks are conducted in coordination with a third-party firm to verify educational degrees and employment records, and confirm clear driving records, criminal records, and financial history/credit. Reports can be tailored to clients' needs upon request. Safety for clients and their communities is our priority, so rest assured that we, as well as our background contract firm, meet or exceed relevant reporting requirements.

K&A can facilitate and lead the negotiations of the final terms and conditions of employment, such as the compensation package, benefits, and other perquisites (perks). We will notify all candidates not selected as finalists for the position.

### **Deliverables: Background Report & Reference Summary**

All references will be documented in a Reference Summary and presented in a concise, user-friendly manner. The Background Check will be forwarded from our third-party vendor upon completion.

## Project Schedule

The following is a typical schedule for conducting recruitment efforts. Search efforts for executive recruitments generally take twelve to fourteen (12-14) weeks to complete, allowing enough time for all steps of the process and client schedules.

Weeks	2	4	6	8	10	12	14
Step 1							
Step 2							
Step 3							
Step 4							
Step 5							



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## Inclusion and Diversity Statement

We source candidate pools that are representative of our clients' communities, and we present highly achieved slates of finalists. We use a variety of industry-specific diversity advertising to source a diverse and representative population of candidates. For example, a Fire Chief advertising campaign may include posts to International Association of Women in Fire & Emergency Service - Women in Fire, International Association of Black Professional Fire Fighters, Inc., National Association of Hispanic Firefighters, and International EMS & Firefighters Pride Alliance. In 2024, 72% of our placements were women or people of color.

Inclusion and diversity (I&D) is a core part of our (AJG, as well as GBS and K&A) business, and it's embedded into the fabric of our organization. For more than 95 years, Gallagher has led with a commitment to sustainability and to support the communities where we live and work. Gallagher embraces the diverse identities of our employees, including race, ethnicity, sex, gender identity, sexual orientation, age, veteran status, religion, and visible or invisible disabilities, among many others.

We believe that by valuing and appreciating these unique qualities, experiences and talents, we can provide exceptional service to our clients and make a positive impact in our communities. We see inclusion as a conscious commitment and diversity as a vital strength. By embracing diversity in all its forms, we live out The Gallagher Way ([www.ajg.com/about-us/the-gallagher-way/](http://www.ajg.com/about-us/the-gallagher-way/)) to its fullest.

To read more, please see: <https://www.ajg.com/about-us/inclusion-diversity/>.



## REFERENCES

We are proud of our past recruitment work with clients to successfully place candidates to meet their organization's needs.

Recruitment & Agency	Contact
City of Riverside  DEI (Diversity, Equity, and Inclusion) Officer, Debt & Treasury Manager, Budget Manager	Edward Enriquez CFO  (951) 826-5972 <a href="mailto:EEnriquez@riverside.gov">EEnriquez@riverside.gov</a> 3900 Main St, Riverside, CA 92501
City of Palm Springs  Fire Chief, City Manager	Stephanie George Director of Human Resources  (760) 323-8217 <a href="mailto:Stephanie.George@palmspringsca.gov">Stephanie.George@palmspringsca.gov</a> 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262
City of Pasadena  Director of Library & Information Services, Chief of Police, Controller, Director of Parks Recreation and Community Services	Tiffany Jacobs-Quinn Human Resources Director  (626) 744-4126 <a href="mailto:tjacobsquinn@cityofpasadena.net">tjacobsquinn@cityofpasadena.net</a> 100 Garfield Ave, Pasadena, CA 91101
City of Lomita  Public Works Director	Debora Dixon HR & Risk Manager  (310) 325-7110 <a href="mailto:d.dixon@lomitacity.com">d.dixon@lomitacity.com</a> 24300 Narbonne Ave, Lomita, CA 90717
City of Pomona  Development Services Director	Rene Anderson Human Resources/Risk Management Director  (909) 650-2291 <a href="mailto:Rene.anderson@pomonaca.gov">Rene.anderson@pomonaca.gov</a> 505 S. Garey Street Pomona, CA 91766
Bakersfield-Kern Regional Homeless Collaborative  Executive Director	Anthony Valdez Assistant City Manager (City of Bakersfield)  (661) 326-3029 <a href="mailto:Avaldez@bakersfieldcity.us">Avaldez@bakersfieldcity.us</a> 1600 Truxtun Ave Bakersfield, CA 93306





## PRICING PROPOSAL

### Project

- City Administrator

### Professional Fee and Expenses

- Total not-to-exceed professional fee of \$25,000, which includes all professional services and expenses, including brochure development and design, advertising, printing and shipping, associated consultant travel if required, and background.
- Invoices will be billed monthly in four equal increments of \$6,250.

*Note: Expenses do not include candidate travel.*

#### **Optional: Recruitment Video**

*In addition to the standard recruitment brochure, K&A can develop a Recruitment Video to better highlight the positive elements of the organization and community. These videos have proven to attract more job seekers and effectively expand the talent pool. Videos run approximately three-minutes in length and highlight the workplace environment, local landscape, and include interviews with selected staff. This video is optional and costs \$4,000.*

### Placement Guarantee

K&A is committed to recommending only the most qualified candidates who meet all the necessary requirements and qualifications and are also a cultural fit for the City. We proactively recruit for each search effort until a successful candidate is placed.

Therefore, we promise to present to the City a selective pool of candidates that met or exceeded our standards during the thorough screening processes and have been identified as ideal matches for the position. Should the City disapprove of all final candidates or should none pass the final interview and reference check process, we will work to find a new slate of candidates for the City Administrator at no added cost, with the exception of necessary advertising. Cases where the job description or title change substantially may require additional fees.

In addition, for full-cycle recruitments for executive and mid-management positions, should the incumbent leave the position or be terminated from employment within 12 months of hire due to performance issues, we commit to conducting a one-time additional executive search to identify a replacement and only charge related expenses as described in the Pricing Proposal.



## PROFESSIONAL SERVICES AGREEMENT ACKNOWLEDGEMENT

We will be pleased to sign the City's professional services agreement for recruitment services, however we respectfully request that the City will allow for a period of negotiation of certain terms in the professional services contract related to liability, indemnity, insurance, and other terms. We have found that we have always come to an agreement with all of our clients in the past and appreciate the City's flexibility in reviewing certain terms in a collaborative fashion between our legal counsels.

## INSURANCE ACKNOWLEDGEMENT

Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence;
- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;
- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.
- All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.



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## SIGNATURE PAGE

We thank you for your consideration of our proposal. We are committed to providing high-quality service and investing in a long-term partnership.

This proposal is valid for ninety (90) days.

Respectfully submitted,

By: KOFF & ASSOCIATES  
State of California

**Frank Rojas**

**Date: October 21, 2025**

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**Recruitment Manager**

# City Manager



## CITY OF COALINGA



## THE COMMUNITY

Nestled in the Pleasant Valley at the eastern edge of California's Coastal Mountain Range, surrounded by hills and ranches, Coalinga is 10 miles west of I-5 and 60 miles southwest of the City of Fresno, California's fifth largest city. Coalinga is a full-service city that provides a wide range of services to approximately 18,000 citizens. Coalinga has an excellent school system, regional medical center, parks and recreation district, a 2-year community college, and enjoys affordable housing and a low level of crime through law-abiding citizenry. The City celebrated its 100th birthday in 2006.

Coalinga also has quality schools, a library, a museum, a municipal airport, and many recreational facilities. Key community events include the Annual Horned Toad Derby, Annual 4th of July Fireworks Display, and Wham-O-Bass Hot Air Balloon Festival. Coalinga also serves as the regional retail center of western Fresno County with a Rite-Aid, Walgreens, and two major grocery stores.

Coalinga is the home of West Hills College. West Hills College (with satellite campuses at Firebaugh and Lemoore) continues to experience significant growth, providing college-level coursework in a variety of disciplines. Enrollment at West Hills College has increased from 2,715 students in the fall of 1994, to 3,886 students in the fall of 1999. West Hills College is also working with Fresno State University to develop cooperative programs which would allow West Hills students to take courses offered by Fresno State. West Hills fields teams in all major sports, and an intercollegiate rodeo team which competes nationally.

## GOVERNANCE

The City of Coalinga is a City Council-City Manager form of government. Elected to four-year terms, the City Council serves as the legislative and policy making body of the City, formulating city policy, approving new programs and services, and appropriating funds for the operations of city government. As elected representatives of the citizens, the City Council is responsible to all the people, and as such, devotes its energies to making decisions which are in the best interest of public welfare.



## THE POSITION

The City Manager is the Chief Executive Officer of the City and serves at the pleasure of the City Council. The City Manager is responsible for planning, directing, and managing all activities and operations of the City, ensuring that all public services are delivered in an efficient and effective manner. This position is responsible for coordinating City activities with other agencies and organizations; facilitating the development and implementation of City goals and objectives; implementing policy decisions made by the City Council; and providing highly complex administrative support to the City Council.

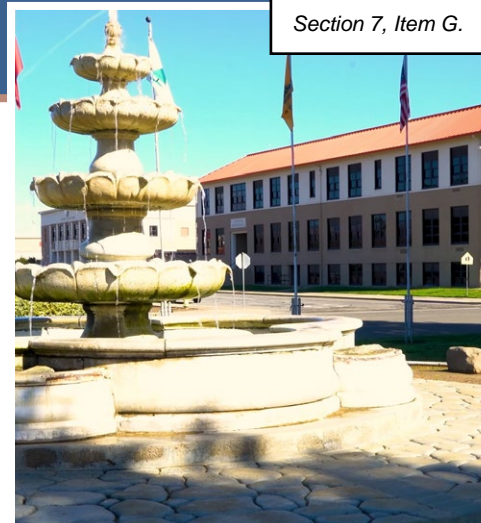
The Office of the City Manager is responsible for a wide range of activities, including managing and directing budget and operations, facilities and asset management, public safety, economic development initiatives, legislative analysis, intergovernmental relations, grant administration, employee relations and strategic planning.

The new City Manager will work closely with the City Council and a stable, professional staff to promote a culture of learning and communication that ensures Councilmembers, City employees, and residents are well informed while providing a high level of transparency and confidence in local government.

### **Key responsibilities of the City Manager include, but are not limited to the following:**

- Create a culture of effective communication throughout all levels of the organization as well as with the community.
- Lead efforts to create a strategic plan for the City to guide its initiatives, resources, and projects for the coming years.
- Provide options on a variety of complex topics and programs so that the City Council may consider alternatives guided by expert advice, staff recommendations, and fiscal impacts.
- Drive efficiency and effectiveness across all City programs and activities for budget and financial stability.
- Ensure the overall fiscal health of the organization through resource management, revenue enhancement, and succession planning.





## THE IDEAL CANDIDATE

The ideal candidate will be a motivated and collaborative leader with high integrity, possessing excellent administrative, managerial, communication and interpersonal skills; with a focus on effective customer service, community, and smart growth, who can naturally create positive working relationships with community leaders and business partners, city employees, and city council. The successful candidate will demonstrate strong technical and business acumen, understanding the need to provide efficient public service by being a role model, while developing a supportive and responsive city staff, and embracing the opportunities and challenges of a diverse and involved community. The ideal candidate will have a solid track record leading and successfully managing municipal service initiatives in areas of urban planning, financial and fiscal management, community development, agency administration, and staff development.

The next City Manager will be required to manage the City as it moves to improve its infrastructure, promote new and better business ventures, and build and maintain effective and collaborative relationships with regional and national business partners. A passion for public service and desire to work with and build a high performing staff focused on customer service are required, as is a willingness and openness to understand the heritage and local dynamics of the community.

## KEY ATTRIBUTES AND COMPETENCIES

**The ideal candidate will possess the following strengths and attributes:**

- A solid understanding of municipal government, and ability to lead staff in successful project completion while following through on the direction of the City's policy makers.
- The ability to deliver information and comprehensive research to City Council in a clear, balanced, and unbiased manner.
- A strong, seasoned leader with the highest integrity, character, and ethics.

- A leader that will inspire public confidence while bringing ideas, options and solutions, while remaining apolitical.
- Good judgement and follow through, with the ability to build and maintain trust.
- Approachable and friendly; being visible in the community.
- An enthusiastic, inspiring, and engaged communicator.
- A dynamic leader who shares the vision of the Council and community, and can advocate, articulate, and implement that vision.
- A "bridge-builder" able to create and grow positive business relationships.
- A competent manager of both issues and staff; someone who can mentor and develop staff; build morale and attract and retain top talent.
- An active listener.

## QUALIFICATIONS

The City Manager shall be appointed by the City Council on the basis of administrative and executive qualifications, ability and technical training. The specifications listed below outline the desirable qualifications and do not necessarily convey the qualifications of incumbents within the position.

- Bachelor's degree from an accredited college with major course work in public administration, business administration, or a related field.
- Master's degree is highly desirable.
- Eight (8) years of administrative government experience requiring knowledge of public services, budgeting, personnel, purchasing, and related central services.
- Five (5) years of public sector leadership experience in a municipality and similar community.

**The salary range for this position is \$186,337.10 - \$205,436.64 DOE.**

The City offers a broad base of benefits developed for the future health and security of employees and their eligible dependents that includes:

- [American Family Life Assurance Company \(AFLAC\)](#)
- [Blue Shield of California](#)
- [CalPERS Retirement System](#)
- [Horizon Employee Assistance Program \(EAP\)](#)
- [Premier Access for Dental Coverage \(PPO\)](#)
- [Standard Insurance](#)
- [Vision through Vision Service Plan \(VSP\)](#)

The City's medical plan is a Health Maintenance Organization (HMO) and Preferred Provider Organization (PPO). This offers employees and their eligible dependents the freedom to choose a plan that best suits their needs.

## Health Insurance

The City provides medical, dental, vision and prescription drug insurance coverage and pays 100% of the premium for you and 65% for your eligible dependents. Your cost depends on dependent(s) status and all premium payments are paid on a pre-tax basis.

## Life Insurance

The City provides a fully paid \$50,000 life insurance policy. For a minimal cost, you may purchase additional life insurance for yourself and your dependent(s). You are also covered by accidental death and dismemberment (AD&D) insurance.

## Income Protection Insurance

The City, through Standard, has contracted income protection insurance for non-work-related disabilities. This disability plan provides financial protection for you by paying a portion of your income if you are disabled. The amount received is based on the amount earned before the disability began.

## Workers' Compensation Insurance

This benefit will be available to cover reasonably related medical expenses and a portion of your wages if you are out of work because of a work-related injury or illness. You also have the option to use any available sick or vacation leave in combination with workers' compensation benefits to ensure a full paycheck. Workers' Compensation benefits are provided at no cost to you.

## State Disability Insurance (SDI)

This benefit is offered to protect employees against loss of wages. Under SDI, if you are unable to work due to a non-work-related injury or illness, you may be eligible to receive benefits which cover a portion of your wages during your disability, after a seven-day waiting period. The number of weeks of benefits available will depend on your eligibility under the State's Temporary Disability Benefits Plan. You also have the option to use any available sick or vacation leave in combination with these benefits. One safety union has chosen to waive their eligibility for SDI.

## Flexible Spending Account

Because of the financial burdens that un-reimbursed medical expenses and dependent care costs can impose, the City has contracted for flexible spending accounts with American Family Life Assurance Company (A). Under AFLAC, you can set aside tax-free dollars through payroll deduction to pay qualified out-of-pocket medical and/or dependent care expenses. Aflac also offers other policies for Cancer/Specified Diseases, Accidents, Dental, Life, Hospital Confinements, etc.

## Employee Assistance Program (EAP)

The City understands employees need to balance their work/life and that sometimes a wide range of personal or family issues can affect an employee's health, wellbeing, and job performance. In the best interest of you and your family, EAP would provide confidential, voluntary, and professional assessment, short-term counseling and/or referral services.

## Retirement

By including retirement benefits with the overall benefit package, the City is able to assist an employee in transitioning to retirement and prepare for important, yet often overlooked financial needs.

- The City is currently contracted with CalPERS where both the Employee and Employer make contributions to the plan.
- You also have the option of participating in the 457 Deferred Compensation Plan with a City match of 3 to 6%.

## Leave Benefits

- **Holidays:** The City offers 11 paid holidays per year, plus an additional eight (8) hour floating holiday that you may use any time throughout the year.
- **Vacation:** Annual accrual of 80 to 200 hours (increases with longevity); annual cash-out is negotiable.
- **Sick Leave:** Accrual at the rate of 12 days or 96 hours per year; annual conversion is negotiable.
- **Management Leave:** 40 or more hours of administrative leave per fiscal year provided to exempt management employees who are not entitled to overtime pay or compensatory time.

## Other Leave (may include)

- Bereavement Leave
- Domestic Violence/Sexual Assault Leave
- Donated Leave
- Family Medical Leave (FMLA/CFRA)
- Military Leave
- Paid Family Leave (PFL)
- Pregnancy Disability Leave (PDL)
- School Activities Leave
- Unpaid Leave of Absence
- Victims of Crime Leave
- Voting Leave
- Witness and Jury Duty Leave





## APPLICATION AND RECRUITMENT SCHEDULE

### The final filing date is June 2, 2025

To be considered, please electronically submit your resume, cover letter and a list of five professional references (references will not be contacted in the early stages of the recruitment) to: <https://koffassociates.com/coalinga-city-manager/>

Resumes should reflect years and months of positions held, as well as size of staff and budgets you have managed. For additional information, please contact:



Frank Rojas

(510) 495-0448

[Frank\\_Rojas@ajg.com](mailto:Frank_Rojas@ajg.com)

Website: <https://koffassociates.com/>

Resumes will be screened based on the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the executive recruiter. Koff & Associates will report the results to the City. The City will then select candidates who will be invited to participate in a formal interview process. Extensive reference and background checks will be completed on the selected candidate.



# CITY OF COALINGA





July 30, 2024

Mayor Davis-Herndon, Vice Mayor Moncada, and Council Members Broglio, Chimento and Schirato  
 City of Angels Camp  
 c/o Steve Williams, interim City Administrator  
 PO Box 667  
 Angels Camp, CA 95222

Via PDF/Email to: [stevewilliams@angelscamp.gov](mailto:stevewilliams@angelscamp.gov)

Dear Mayor Davis-Herndon and Members of the City Council,

Thank you for considering Peckham & McKenney for the City of Angels Camp recruitment for City Administrator. Peckham & McKenney would be honored to represent you and the City of Angels Camp in this important search and specifically *finding* the right candidate for working with the City Council, serving residents, and achieving your goals.

As a mid-size, long-standing, and boutique firm, Peckham & McKenney is known for achieving successful and long-term placements. Among *many* of our strong attributes, these are four key reasons cities choose us:

- We actively and personally search for and find candidates. We don't just rely on ads and posts to attract applicants. We have an extensive network, use the telephone, email and LinkedIn, and sell the opportunity.
- We limit the number of concurrent searches to directly focus on serving our client.
- We prioritize communicating with our clients and applicants to keep everyone informed.
- Your recruiter is personally and directly responsible for all aspects of the search and your one point of contact.

As an executive recruiter for the firm, I'm proud of what we do because our team's values and priorities are to assist public agencies in furtherance of good government; place quality above quantity; and build long lasting relationships with those in the public service.

Our Peckham & McKenney team is comprised of retired City executives who are passionate about the public sector. For example, I am a 27-year veteran of local California government including serving 15 years as City Manager for the Town of Los Altos Hills. I am very familiar with the responsibilities and duties of a small-town City Manager which is a very similar position to that of City Administrator. Moreover, I know and understand what is necessary to find good candidates and I have a strong, excellent network for attracting candidates. In the past twelve months, I have successfully completed City Manager recruitments for the small northern California cities of Anderson, Corning and Ione.

Attached is an example of a Candidate Profile that illustrates the information we collect, detail, and utilize to attract applicants. Also attached is our proposal for conducting the search that includes information about our firm, process, timeline, resources, references, experience, and fee. Peckham & McKenney charges a fixed, all-inclusive fee of \$27,500 that I would be pleased to discuss.

I am prepared to launch the recruitment starting immediately after the Labor Day holiday on September 3, 2024.

Peckham & McKenney is excited for the opportunity to implement the process leading to the successful placement of a candidate that “fits” the City’s interests. I would like to add that my home office is in northern California and less than 65-miles driving distance from Angels Camp. I will be very accessible as we conduct the search for Angels Camp’s next City Administrator. Please feel free to call me at 650.504.3515 if there are any questions.

Sincerely,

*Carl Cahill*

Carl Cahill, Executive Recruiter  
[Carl@PeckhamAndMcKenney.com](mailto:Carl@PeckhamAndMcKenney.com)

Enclosure:

City of Angels Camp Search Proposal  
Candidate Profile Example (City of Ione)

## City of Angels Camp

### RECRUITMENT PROPOSAL

for  
City Manager

August 5, 2024



## Peckham & McKenney EXECUTIVE SEARCH

*Serving local governments (cities, counties, districts) by conducting recruitments and placing management and executive leaders that fit the personnel needs and interests of agencies.*

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## WHY CHOOSE US?

Peckham & McKenney focuses on *quality* searches and placements (over quantity) in recognition that each placement is “All about fit”. Serving local government since 2004, we are one of the most trusted and respected executive recruitment firms in the country. We have successfully placed hundreds of local government professionals including City Managers, County Executive Officers, General Managers, Police and Fire Chiefs, Department Heads, Assistant Managers, and mid-level Managers. Time and again, we receive unsolicited compliments from clients and candidates

in reference to our integrity and high ethics, commitment, follow-through, communication, and service. We take pride in treating both our clients and candidates with utmost respect.



For more information, please visit our website at [www.PeckhamAndMcKenney.com](http://www.PeckhamAndMcKenney.com).



## OUR COMMITMENT TO YOU

Peckham & McKenney, by maintaining the quality, style, values and culture established by Bobbi Peckham and Phil McKenney, performs on the premise that an executive search firm must be dedicated to providing its clients and candidates with professional and responsive service, and a personal, hands-on approach. Our business philosophy is founded on the understanding that we are in a “people” related industry and that attention to others’ needs is the key to providing effective customer service.

- **We believe in honesty.** No client should ever appoint an individual without being fully knowledgeable of the candidate’s complete background and history. Additionally, no candidate should ever enter into a new career opportunity without full disclosure of any organizational “issues.”
- **We keep everyone involved in the recruitment process informed.** Not only do we provide regular updates to our clients, we also have a reputation for keeping our candidates up to date.
- **We do not recruit staff from our client agencies** for another recruitment during an active engagement, nor do we “parallel process” a candidate, thereby pitting one client against another for the same candidate.
- **We do not recruit our placements — ever.** Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. If they become a finalist, we ask that they speak to their supervisor to alert them of their intent.
- **We are retained only by cities, counties and special districts.** We are not retained by applicants or non-governmental agencies.
- **We do not over commit ourselves to too many searches.** Your recruiter maintains a small, limited number of concurrent searches at all times in order to focus specifically and diligently on recruiting qualified candidates for your vacancy.
- **We commit to diversity in its broadest possible definition in every aspect of each executive recruitment.** Peckham & McKenney has a well established reputation of placing women and people with diverse backgrounds.



## EXPERIENCE



With our recruitment team that solely consists of retired City Managers, Police Chiefs, Assistant City Managers and Department Heads, and our expert support team, Peckham & McKenney brings more experience and knowledge of local government and executive search than any other California recruiter. Just a few of our most recent recruitments within the last year related to City Administrator include:

- City Manager, City of Ione, CA
- City Manager, City of Anderson, CA
- City Manager, City of Corning, CA
- City Manager, City of Pleasant Hill, CA
- City Manager, City of Manteca, CA
- City Manager, City of Seaside, CA
- County Executive Officer, Napa County, CA
- County Administrative Officer, Mono County, CA
- Assistant County Administrative Officer, Mariposa County, CA

Please don't hesitate to contact these agencies as well as our large list of current and former clients on our website ([here](#)); they will attest to our quality of service, on-going communication throughout the process, personal and direct outreach and sourcing of candidates, quality applicant pool, written materials and interview facilitation.

As an ambassador of our clients, Peckham & McKenney is also known for maintaining ongoing communications with our applicants throughout the search process, treating every applicant with respect, and appropriately informing candidates to support their best effort. The numerous compliments we have received from applicants fairly illustrate this reputation as follows:

### Comfortable and Professional Experience

“I’d like to thank you again for your support and guidance throughout the recruitment and selection process. It was a comfortable and professional experience, and I attribute a great deal of that to you. It’s my hope that our professional paths may cross again in the future.” **Candidate**

### It really has been, “All about fit!”

“From the construction of the colorful candidate profile, to being responsive to phone calls, texts and my questions, I have been thoroughly impressed with the professionalism and approach of Peckham & McKenney. Maria Hurtado and Joyce Johnson have been the team that have shepherded my application through the municipal hiring processes, and I can speak highly for both of them. Should I need a recruiter to help fill a critical position in my new city, I will be calling on Maria Hurtado and Peckham & McKenney. And, by the way, it really has been, “All about fit!” **Candidate**

### Straightforward, Friendly, and Humane Recruitment Process

“I wanted to let you know what a terrific job I thought you and Peckham & McKenney did on the recruitment. It was absolutely the most straightforward, friendly, and humane recruitment process I’ve ever participated in. And I would feel the same way even if the outcome was not successful for me.” **Candidate**

### You Made Me Feel So Comfortable

“This is my first time working with a recruiting company, and I’m so happy for having the opportunity to work with your company, wow! I truly enjoyed the process! Your interview skills are amazing! You made me feel so comfortable and I felt like I was just talking shop with a longtime friend. Thanks for the personal touch that you include in your job, I believe that this is what makes your firm so desirable and successful.” **Candidate**

Testimonials from clients and candidates are at

<https://www.peckhamandmckenney.com/testimonials>.

As requested, three references familiar with my recruiting work are listed below. In addition, we would be pleased to furnish the client contact and phone numbers for any past clients listed in this proposal.

**Anthony Pinasco**, City Attorney  
City of Ione, CA  
(209) 993-2503 [apinasco@neumiller.com](mailto:apinasco@neumiller.com)

**Collin Bogener**, City Attorney,  
Cities of Anderson and Corning, CA  
(530) 605-0355 / [cbogener@mooreandbogener.com](mailto:cbogener@mooreandbogener.com)

**Ethan Bindernagel**, City Manager / **Ericka Mitchell**, Human Resources Manager  
Pleasant Hill, CA  
(925) 671-5267 [ebindernagel@pleasanthillca.org](mailto:ebindernagel@pleasanthillca.org) / (925) 671-5220 [emitchell@pleasanthillca.org](mailto:emitchell@pleasanthillca.org)

## YOUR RECRUITMENT TEAM

### Our Approach

With every Peckham & McKenney recruitment, your Recruiter has the entire Peckham & McKenney team of Recruiters and administrative personnel for backup, support, collaboration, and sourcing. *However*, when you retain Peckham & McKenney, *your Recruiter* serves as your single point of contact throughout the entire search process and is fully responsible for its success. Moreover, in order to fully focus on your search and finding applicants that fit with the ideal candidate you are seeking, your Recruiter also maintains no more than 6 active searches.

The Executive Recruiter for you in this search is Carl Cahill.



*Peckham & McKenney Team*

### Carl Cahill, Executive Recruiter, Peckham & McKenney Executive Search

Carl has over 27 years of local government service. Carl worked for the Town of Los Altos Hills, California from 1999 until late 2021. He served as the Town's Planning Director from 2000 until February 2006 and was then appointed City Manager. Carl has a Bachelor's degree in Urban Studies from Montclair State University in New Jersey and a Master's degree in Public Administration from Cal State University, East Bay. He is a member of the American Institute of Certified Planners and the International City/County Management Association.



Carl is supported by the following [team](#).

### Joyce Johnson, Operations Manager

Joyce Johnson joined Peckham & McKenney in 2005 and serves as the firm's Operations Manager. She has over 30 years' experience in the field of administrative and executive support for all aspects of the executive recruitment process. She oversees internal administration of the firm as well as directing contract administrative support in the areas of advertising and design, web posting, and duplication and mailing services. Prior to joining Peckham & McKenney, Ms. Johnson oversaw internal administration in the Western Region headquarters of two national management consulting and executive recruitment firms. Ms. Johnson is complimented regularly on her strong customer orientation working with both clients and candidates alike. Ms. Johnson holds an Associate of Arts degree from American River College.

### Taylor Bergstrom, Research Assistant

Taylor Bergstrom joined Peckham & McKenney in 2022 and currently serves as a Research Associate. Taylor is currently pursuing a PhD at UCLA where she worked previously as a lab manager overseeing various research projects. Prior to that, Taylor graduated from UC San Diego with a Bachelor of Science degree in Psychology.



### **Linda Pucilowski, Graphic Designer**

With nearly 30 years of experience, Linda Pucilowski provides her expert design and marketing skills to Peckham & McKenney. She is the firm’s “go-to” professional for all advertising and brochure design and creation. Ms. Pucilowski holds a Bachelor’s degree from California State University, Sacramento.

### **Rachel Moran, Website & Social Media Assistant**

Rachel Moran has been in the graphic design field since 2007 and prides herself on creating eye-catching visual art. She supports the Peckham & McKenney team by handling all website visual and technical design as well as social media. Ms. Moran graduated from the Art Institute of Houston obtaining her Bachelor’s Degree in Fine Arts with a concentration in Graphic Design.

# Peckham & McKenney

## "All about fit"

### THE SEARCH PROCESS AND SCHEDULE

Peckham & McKenney is committed to finding the best fit for your position. Our process is 12 to 14 weeks and generally involves the following phases:

**PROJECT ORGANIZATION (PRE-RECRUITMENT)** – We will meet to discuss the search timeline, process and logistics for conducting a successful search.

**DEVELOPMENT OF THE CANDIDATE PROFILE (2 WEEKS)** – We will meet with agency members to listen to specific expectations of the position; learn the background and experiences desired in the ideal candidate; and understand the organizational culture and interests to create an attractive Candidate Profile marketing brochure.

**RECRUITMENT (4 TO 6 WEEKS)** – Our main focus in outreach will be direct, personal contact with quality potential candidates. Additionally, ads will be placed in industry publications and social media to broadly market the opportunity. Our client agency is continuously updated on our progress.

**SUPPLEMENTARY REVIEW (2 WEEKS)** – Upon our review of the resumes received, supplemental questionnaires will be sent to candidates who appear in most alignment with the Candidate Profile. Following a thorough review of the supplemental questionnaires, we will conduct preliminary telephone interviews. Internet research will also be conducted so that we may probe the candidate regarding any areas of concern.

**RECOMMENDATION OF CANDIDATES/SELECTION OF FINALISTS (1 WEEK)** – A report will be provided to the agency that includes, among a variety of documents, a full listing of all candidates for review and the materials submitted by candidates recommended for an interview.

**INTERVIEW PROCESS (2 WEEKS)** – Your recruiter will facilitate the interview process, inclusive of an orientation session at the beginning, and a discussion of candidates at the end.

**QUALIFICATION (1 WEEK)** – Once a finalist is selected, a reference check and thorough background check will be conducted. Assistance with negotiating compensation will also be provided.

# COST OF SERVICES

The proposed fee to conduct the search process for your next City Manager is \$27,500. As our intent is to be competitive, we can discuss this further. This is an all-inclusive fee as described below to achieve success and retain us to personally and directly reach out and find candidates.

Peckham & McKenney is unique among recruiting firms for several reasons including having a fixed all-inclusive fee. We have found that an all-inclusive fee for the search process is simpler, cost-effective, and efficient.

The all-inclusive fee above includes professional fees and expenses (out-of-pocket costs associated with advertising, Recruiter travel, administrative support / printing / copying / postage / materials, telephone / technology, internet research checks on recommended candidates, and full background check on selected finalist only). For services not specified herein, we will discuss your interests and an appropriate fee.

## PROCESS OF PAYMENT

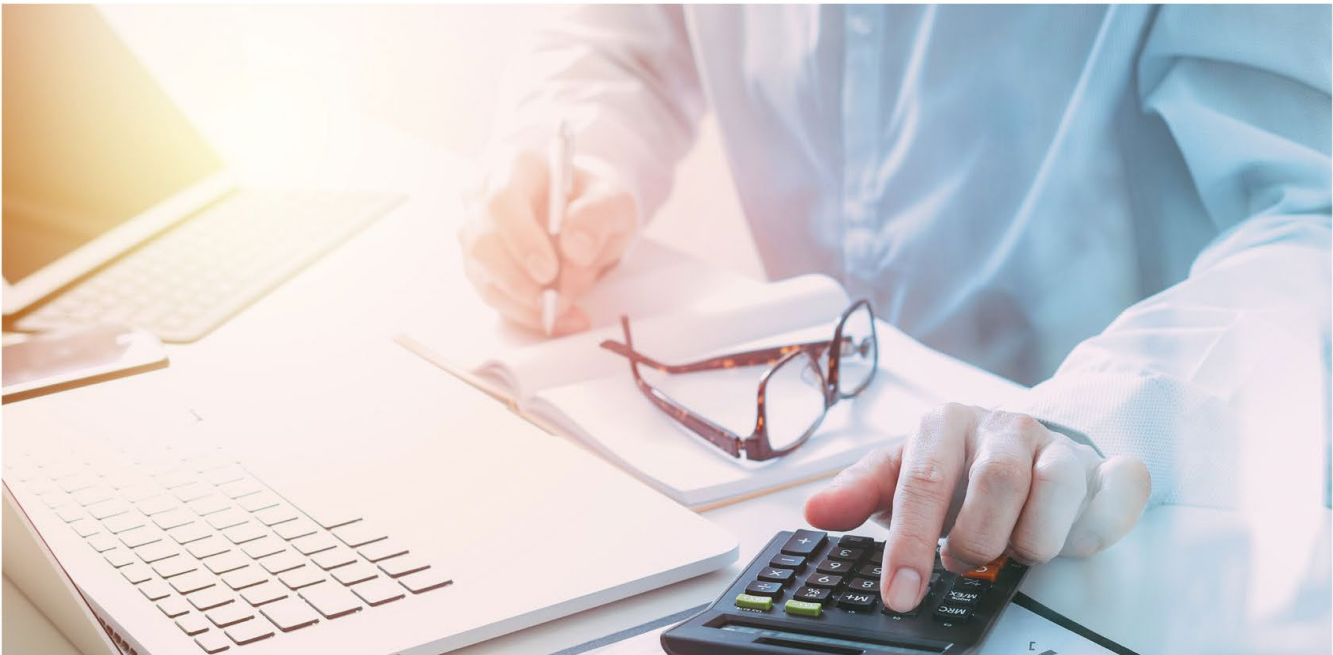
One-third of the all-inclusive fee is due as a retainer upon execution of the agreement. This retainer covers upfront and necessary expenses incurred by Peckham & McKenney on the City's behalf for the preparatory work and advertising. If the retainer is not received by Peckham & McKenney within 30 days of execution of the agreement, we will suspend the recruitment process until payment is received. The second one-third of the full payment will be invoiced 1 month from contract execution, and it is due within 30 days following the invoice date. The final one-third of the full payment will be invoiced 2 months from contract execution, and it is due within 30 days following the invoice date.

## AGREEMENT

Peckham & McKenney is the operating name of City Management Advisors LLC, Anton Dahlerbruch, Managing Member.

## INSURANCE

Peckham & McKenney carries Professional Liability Insurance (\$1,000,000 limit), Commercial General Liability Insurance (\$2,000,000 General Liability, and \$4,000,000 Products) and Automobile Liability Insurance (\$1,000,000). Our Insurance Broker is B&B Premier Insurance Solutions, Agoura Hills, CA.





## GUARANTEE

*We are pleased to share that the Peckham & McKenney success and placement record are particularly strong. We are confident that our recruitment process will result in a quality candidate that will stay in your employment.*



### OUR GUARANTEE:

- We will connect with you and our placement in 6 months and 1 year after the appointment to check-in.
- We will conduct a second search within 6 months of our search process if a candidate is not placed.
- If the placement vacates the position within 1 year from the date of accepting the offer (external candidates only and except in the event of budgetary cutbacks, promotion, position elimination, or illness/death, etc.), we agree to conduct a second search within 6 months of the vacancy.

The fee for a second search will be the cost of expenses (approximately \$13,750).

## DIVERSITY STATEMENT



Peckham & McKenney is committed to diversity in its broadest possible definition in every aspect of each executive recruitment our firm provides. We take pride in the placement of women and applicants of diversity, and are known for long, successful tenures of candidates selected by the agency.

Peckham & McKenney does not discriminate on the basis of race, color, religion, creed, sex/gender, national origin/ancestry, disability, pregnancy, sexual orientation (including transgender status), marriage or family status, military status, or age. We are fully compliant with all applicable federal and state employment laws and regulations in all of our recruitments.

For over 30 years, founder Bobbi Peckham has been a champion of women seeking executive leadership positions within local government.

With our diverse team of Recruiters, Peckham & McKenney supports, promotes and advocates for diversity in the recruitment and hiring processes. In addition to our outreach methods, Peckham & McKenney routinely advertises with the National Forum of Black Public Administrators (NFBPA), Local Government Hispanic Network (LGHN) and CivicPRIDE as well as the National Diversity Network to ensure placement of your opportunity with the following online venues:

- African American Job Network
- Asian Job Network
- Disability Job Network
- Latino Job Network
- LGBT Job Network
- Retirement Job Network
- Veteran Job Network
- Women's Job Network



# RECRUITMENT SERVICES

CITY OF ANGELS CAMP  
FOUNDED 1848 - EST 1912



CITY ADMINISTRATOR

OCTOBER 20, 2025

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## I. COVER LETTER.....

OCTOBER 20, 2025

Steve Williams  
Interim City Administrator  
City of Angels  
200 Monte Verda Street  
Angels Camp, California, 95222



RE: City of Angels – City Administrator Recruiting Services

It is our pleasure to submit this proposal for recruitment services to secure your ideal candidate to serve as the City Administrator of the City of Angels. **WBCP has worked on many similar recruitments, and we look forward to the opportunity to partner with your organization on this critical position!**

We trust our proposal will showcase our client-focused recruitment process and will act as a testament that we are passionate about what we do to make our clients happy.

WBCP, Inc. was selected, through a national request for proposal process, as the single-awarded vendor for executive recruitment services through a national competitive process conducted by the National Association of Counties (NACo) under the Public Promise Procurement (PPP) program. This cooperative purchasing agreement, with San Diego County serving as the Lead Public Agency (LPA), allows public sector organizations across the U.S. to satisfy competitive procurement requirements and contract directly with WBCP—without the delays or added costs of a traditional RFP process. The PPP/LPA partnership ensures that organizations can engage WBCP quickly, compliantly, and with confidence in the value and quality of service delivered. **Learn more here:** <https://wbcpinc.com/naco>.

It has been proven that great employees are looking for great employers, not just a paycheck. WBCP provides a broader perspective to recruitment services – going beyond securing the ideal candidate – we brand your organization as an employer of choice. We use eye-catching marketing materials, innovative search practices, and responsive and respectful communications with your applicants and stakeholders. **Additionally, we guarantee this placement for 12 months, and we provide a fair and equal recruitment process that also focuses on attracting ethnic and gender-diverse applicant pools.**

WBCP is talented at working with you to identify the strengths, challenges, and opportunities of this job, the ideal candidate, and your community and organizational culture. WBCP will work with your stakeholders to design a recruitment strategy that will include a customized engagement process. We will have a series of meetings, discussions, stakeholder interviews, and survey(s) to get to know you, the organization, the community, the culture, and the staff whom the future City Administrator will lead.

My team and I know the California candidate marketplace and have many clients in your region, such as **Tuolumne Utilities District, County of Tuolumne, County of Alpine, County of Stanislaus, County of San Joaquin, City of Ceres, City and County of Sacramento (just to name a few)**. We have exceptional experience successfully recruiting for similar positions, with several recent notable recruitments including, but not limited to:

- City Administrator, City of Rogue River, OR
- City Administrator, City of Duvall, WA
- City Manager, City of Atwater, CA
- City Manager, City of Santa Monica, CA
- City Manager, City of Parlier, CA
- City Manager, City of Port Hueneme, CA
- City Manager, City of Dunsmuir, CA
- City Manager, City of Petaluma, CA
- City Manager, City of Tillamook, OR

**To see a full list of our clients and successful recruitments, visit:** <https://tinyurl.com/8vjkk7w3>

We have over two decades of experience in public sector executive search services and have provided direct search services through WBCP since 2004. WBCP's executive recruiters are all highly personable and have unique backgrounds that make them well-equipped to take on your recruitments, as you will read their biographies in this proposal. WBCP now has offices in California, Oregon, Washington, Texas, and North Carolina.

## I. COVER LETTER.....

Recruiting top talent has become the number-one topic among administrators. New and innovative recruitment strategies are critical to identifying and securing candidates with a deep understanding of how to assess and meet community needs and address future challenges. WBCP understands the complexity of community leadership, and we are prepared to provide a thorough, complete, and fair recruitment process to provide a diverse applicant pool. **Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.** In fact, we are often selected and told that we bring a larger, more qualified and diverse groups of candidates than they have ever received from past professional recruiters.

Clients also choose our firm over others because of our ability to work with your support staff and stakeholder group (including boards, appointed/elected officials, and engaged constituents), manage all details of a recruitment process, and secure great candidates. Our dedication and commitment to the client are complemented by our deep understanding and ability to effectively navigate challenging political climates.

Our clients have great things to say about the quality of the service we provide and the amazing candidates we find them. In fact, many of our clients are return customers. Please feel comfortable reaching out to these organizations to get their feedback directly.

Lastly, we love what we do, and we are passionate about finding exceptional candidates who are also passionate about serving others. WBCP's staff are driven and desire to exceed client expectations. I appreciate your consideration in retaining our services and hope to have an opportunity to work with you in the future.

Best Regards,



Wendi Brown | Founder/President, WBCP, INC.  
[wendi@wbcpinc.com](mailto:wendi@wbcpinc.com) | 541-664-0376  
[www.wbcpinc.com](http://www.wbcpinc.com)

## DIVERSITY

# 63%

*of WBCP candidates placed  
in positions come from a  
diverse background*



## II. BACKGROUND & QUALIFICATIONS.....

**Principal:** Wendi Brown, President/CEO

**Company Legal Name:** WBCP, Inc. (W. Brown Creative Partners)

**Tax ID:** 81-5454037

**Website:** www.wbcpinc.com

**Phone:** 866-929-WBCP (9227) / 541-664-0376

**Address:**

- **Oregon (3 offices including WBCP, Inc. Headquarters):** 213 E Main St., Rogue River, OR, 97537; City of Grants Pass and City of Tigard
- **California (5 offices):** San Jose, Gilroy, Roseville, Los Angeles and Santa Barbara
- **Washington:** City of Seattle
- **Texas:** City of Dallas



### WOMEN OWNED

*WBCP is a 100% women-owned business, an S Corporation, not part of a parent company, and is a registered small business through the US Small Business Administration (SBA). WBCP is registered to do business in all states we serve, and files and pays California S Corporation and personal income tax to the State of California.*

### BUSINESS HISTORY

*WBCP, Inc. has been in business since 2004, and serves nonprofit and public sector organizations. WBCP offers a variety of services, including: partial and full service search services for individual contributor, supervisor, management and executive management positions; human resources consulting: organizational development, training, classification and compensation studies, analysis and assessments, etc.*

## II. BACKGROUND QUALIFICATIONS.....

WBCP has over 20 years of experience providing search services for public sector and non-profit organizations. We have successfully secured professionals and provided other consulting services in **California, Arizona, Colorado, Idaho, Nevada, New York, Oregon, Texas, Utah, and Washington.**

### CITIES & TOWNS

#### California

- Anaheim
- Arcata
- Atwater
- Berkeley
- Calistoga
- Ceres
- Colfax
- Corte Madera
- Culver City
- Davis
- Dunsmuir
- Encinitas
- Fremont
- Fresno
- Gilroy
- Goleta
- Hemet
- Irvine
- Laguna Beach
- Larkspur
- Lincoln
- Livermore
- Livingston
- Long Beach
- Los Altos
- Marina
- Milpitas
- Napa
- Novato
- Oakland
- Ontario
- Orinda
- Oxnard
- Palo Alto
- Parlier
- Pasadena
- Petaluma
- Pismo Beach
- Port Hueneme
- Portola Valley
- Redding
- Riverside
- Rocklin
- Roseville
- Sacramento
- San Francisco
- San Jose
- San Rafael
- Santa Maria
- Santa Monica
- Santa Paula
- Santa Rosa
- Solvang
- Sonoma
- South Pasadena
- Sutter Creek
- Truckee
- Ventura
- Vernon
- Victorville
- Watsonville
- West Hollywood
- Windsor

#### Oregon

- Ashland
- Astoria
- Central Point
- Garibaldi
- Gold Hill
- Grants Pass
- Hubbard
- Independence
- Newport
- Pendleton
- Phoenix
- Rogue River
- Talent
- Tillamook

#### Arizona

- Chandler
- Phoenix

#### Nevada

- Boulder City

#### New York

- Rochester

#### Texas

- Fort Worth

#### Utah

- Park City

#### Washington

- Duvall



City of Rochester, NY



### COUNTIES

#### California

- Alameda
- Alpine
- Colusa
- Contra Costa
- Del Norte
- Fresno
- Humboldt
- Lake
- Los Angeles
- Marin
- Mariposa
- Mendocino
- Merced
- Mono
- Monterey
- Napa
- Nevada
- Orange
- Placer
- Riverside
- Sacramento
- San Benito
- San Bernardino
- San Francisco
- San Joaquin
- San Luis Obispo
- Santa Barbara
- Santa Clara
- Santa Cruz
- Shasta
- Solano
- Sonoma
- Stanislaus
- Tehama
- Tulare
- Tuolumne
- Yuba
- Yolo
- Colorado
- Boulder
- El Paso
- Larimer
- Oregon
- Jackson
- Lane
- Washington
- King
- North Dakota
- Cass



## II. BACKGROUND QUALIFICATIONS.....

### LOCAL AND NATIONAL COUNCILS, BOARDS, DISTRICTS, AND JOINT POWERS AUTHORITIES (JPAS)

#### National

- Hass Avocado Board (HAB)
- North American Blueberry Council / U.S. Highbush Blueberry Council (NABC/USHBC)

#### California

- Amador Water Agency
- Association of California Water Agencies (ACWA)
- Bay Area Rapid Transit District (BART)
- Bear Valley Community Services District
- Boulder Creek Fire Protection District
- California Municipal Utilities Association (CMUA)
- California Prison Industry Authority (CALPIA)
- Cosumnes Community Services District
- Dublin San Ramon Services District
- Irvine Ranch Water District
- John Wayne Airport
- Los Angeles County Employees Retirement Association (LACERA)
- Los Angeles Unified School District (LAUSD)
- Los Angeles World Airports (LAWA)
- Mendocino County Air Quality Management District
- Metropolitan Transportation Commission (MTC)
- Metropolitan Water District of Southern California
- Modesto Irrigation District
- Monterey One Water
- Nevada Irrigation District
- Newark Chamber of Commerce
- Oakland Housing Authority
- Olivehurst Public Utility District
- Orange County Employees Retirement System (OCERS)
- Port of Long Beach
- Port of San Diego
- Placer County Transportation Planning Agency (PCTPA)
- Sacramento Area Flood Control Agency (SAFCA)
- Sacramento Employment & Training Agency (SETA)
- Sacramento Public Library Authority
- Sacramento Sewer District
- Sacramento Suburban Water District
- San Benito Council of Governments
- San Benito County Water District
- San Diego Port Authority
- San Joaquin County Employees' Retirement Association (SJCERA)
- San Rafael Sanitation District (SRSD)
- Santa Clarita Valley Water Agency
- Sonoma County Library
- Tri-City Mental Health Authority (TCMHA)
- Truckee-Donner Public Utility District (TDPUD)
- Tuolumne Utilities District
- Turlock Irrigation District
- Trabuco Canyon Water District
- Valley Consortium for Medical Education (VCME)
- Valley Water
- Water Forum
- West Basin Municipal Water District
- Trindel

#### Oregon

- Jackson County Fire District 5
- Rogue Valley Sewer Services

#### Idaho

- Teton County Joint Housing Authority (TCJHA)



## II. BACKGROUND QUALIFICATIONS.....

### NONPROFITS

#### National

- Futures Without Violence (Family Violence Prevention Fund)
- Radio Bilingüe

#### California

- Center Point
- Central California Legal Services (CCLS)
- Community Food Bank
- Downtown Streets Team
- First 5 (Alameda County, California Association, Fresno, Santa Barbara County, San Mateo)
- Gold Coast Health

- Greater Richmond Interfaith Program (GRIP)
- Northern Valley Catholic Social Service (NVCSS)
- Options Recovery
- San Francisco Estuary Institute
- West Angeles Church of God in Christ

#### Oregon

- Community Works
- Dogs for Better Lives / Dogs for the Deaf
- Southern Oregon Regional Economic Development, Inc. (SOREDI)



**CENTRAL CALIFORNIA  
LEGAL SERVICES**  
JUSTICE. EQUITY. POWER.



**radio bilingüe**  
Red Nacional de Radio Pública Latina



**Southern Oregon Regional  
Economic Development, Inc.**



**Northern Valley  
Catholic Social Service**  
INSPIRING HOPE & TRANSFORMING LIVES



### PRIVATE ORGANIZATIONS

- CDS Publications
- Central California Truck and Trailer
- Morton & Pitalo
- NAVA
- Prentice | Long, PC Law Firm
- SWEED
- Tekmanagement
- Touchstone Accounting

### CONSULTING SERVICES

#### Cities

- Fremont (CA)
- Medford (OR)
- Santa Maria (CA)
- Santa Paula (CA)

#### Counties

- Humboldt (CA)
- Mariposa (CA)
- Santa Barbara (CA)
- San Luis Obispo (CA)



**MEDFORD**  
OREGON



**SWEED®**



City of  
**Santa Maria**





## II. BACKGROUND & QUALIFICATIONS.....

### INDUSTRIES

- Organizational Leadership
- Economic Development
- Facilities & Operations
- Financial, Administrative Services, Accounting, Auditing
- Health & Human Services, Housing, Unhoused
- HR, Risk, Labor/Employee Relations
- Information Technology
- Legal, Counsel, Clerk
- Library
- Marketing, Communications, PR
- Parks & Rec, Community Services, Arts
- Planning, Environmental, Community Development, Building, Transit
- Public Safety
- Public Works, Transportation, Engineering

### **BELOW IS A LIST OF SIMILAR RECRUITMENTS WBCP HAS MANAGED:**

#### **ORGANIZATIONAL LEADERSHIP**

- City Manager, City of Pasadena, CA
- City Manager, City of Port Hueneme, CA
- City Manager, City of Ceres, CA
- City Manager, City of Santa Rosa, CA
- City Manager, City of Gold Hill, OR
- City Manager, City of Sonoma, CA
- City Manager, City of Petaluma, CA
- City Manager, City of Phoenix, OR
- City Manager, City of Dunsmuir, CA
- City Manager, City of Oxnard, CA
- City Manager, City of Ventura, CA
- City Manager, City of Independence, OR
- City Manager, City of Garibaldi, OR
- City Manager, City of Talent, OR
- City Manager, City of Colfax, CA
- City Manager, City of Atwater, CA
- Town Manager, Town of Truckee, CA
- Town Manager, Town of Windsor, CA
- City Administrator, City of Rogue River, OR
- City Administrator, City of Hubbard, OR
- City Administrator, City of Duvall, WA
- County Executive Officer, County of Shasta, CA
- Assistant City Manager (Public Safety), City of Sacramento, CA
- Assistant City Manager (Municipal Services), City of Sacramento, CA
- Deputy City Manager, City of Long Beach, CA
- Chief Executive Officer, CalPIA (California Prison Authority), CA
- Chief Executive Officer, Newark Chamber of Commerce, CA
- Chief Executive Officer, San Joaquin County Employees' Retirement Association (SJCERA), CA
- Chief Executive Director, Valley Consortium of Medical Education, CA
- Executive Director, Water Forum, CA
- Executive Director, Teton County Joint Housing Authority, ID
- Executive Director, Placer County Transportation Planning Agency, CA
- Executive Director, Options Recovery Services, CA
- Executive Director, Latino Public Broadcasting, CA
- Executive Director, First 5 Association of California, CA
- Executive Director, First 5 Santa Barbara County, CA
- Executive Director, First 5 Fresno, CA
- Executive Director, San Benito Council of Governments, CA

## II. BACKGROUND & QUALIFICATIONS.....

### ORGANIZATIONAL LEADERSHIP (CON'T)

- Executive Director, Northern Valley Catholic Social Service, Redding, CA
- Executive Director, Community Food Bank, CA
- Executive Director, Greater Richmond Interfaith Program, CA
- Executive Director, Tri-City Mental Health Authority, CA
- Executive Director, Sacramento Employment and Training Agency, CA
- Executive Director, Arts Commission, County of Santa Barbara, CA
- Executive Director, Police Accountability Board, City of Rochester, NY
- Executive Director, San Joaquin Tributaries Authority, CA
- Executive Vice President, Center Point, CA
- Vice President/Business Development Director, WBCP Inc., OR
- ACEO – Assistant County Executive Officer, County of Napa, CA
- ACEO – Assistant County Administrative Officer, County of Santa Barbara, CA
- ACAO – Assistant County Administrator, County of San Joaquin, CA
- ACAO/HR Director, County of Mariposa, CA
- Assistant Executive Director, First 5 San Mateo, CA
- Chief Executive Officer, Downtown Streets Team, CA
- Chief Operating Officer, IT and Administrative Services, Valley Water, CA
- Chief Operating Officer, Water Utility Enterprise, Valley Water, CA
- Chief Operating Officer, Futures Without Violence, CA
- Chief Operating Officer/Executive Director, Valley Consortium for Medical Education, CA
- Chief Operating Officer, WBCP Inc., OR
- Chief Animal Control Officer, City of Sacramento, CA
- General Manager, Olivehurst Public Utility District, CA
- General Manager, Tuolumne Utilities District, CA
- General Manager, LA Public Media, CA
- General Manager, Radio Bilingüe, CA
- General Manager, Santa Cruz County Animal Services Authority, CA

Check out our full list of  
recruitments here:  
<https://tinyurl.com/8vjkk7w3>

## II. BACKGROUND & QUALIFICATIONS.....

### RECRUITING WITH DIVERSITY IN MIND:

*Since partnering with the country's largest network of diversity job boards, **we have seen a 21% increase in diverse applicants and a 13% increase** in diverse candidates placed in positions with our clients. This demonstrates WBCP's dedication to expanding outreach and removing barriers to apply, ensuring access to a highly qualified and diverse applicant pool.*

#### 600 Diversity Job Boards:

When you post a job with WBCP, it is automatically shared across 600 diversity job boards, maximizing reach and ensuring access to a wide and inclusive pool of talent. We also utilize the largest diversity database with over 160 million resumes and 15,000 community based organization contacts to expand our search.

#### LinkedIn:

As LinkedIn recruiters, we have access to over 1 Billion profiles, allowing us to evaluate candidates' backgrounds, education, experience, licensure, and more.

#### AI:

WBCP also leverages AI tools to gather additional information to effectively reach future applicants and candidates contact information for emails and phone numbers.

WBCP understands the complexities of meeting the needs of a diverse community, and we provide a thorough, complete, and fair recruitment process.



Streamline and Satisfy the RFP Process to receive recruiting on demand. Reach out to WBCP today for more information.



Scan to learn more!



## II. BACKGROUND & QUALIFICATIONS.....

# WHY CHOOSE WBCP

### Proven Expertise:

- **Over 20 Years in Business and 100+ Years of Experience:** With over a century of combined experience, our recruitment professionals excel in public service sectors, including cities, counties, utilities, special districts, joint powers authorities, and non-profits. Our proven track record ensures expertise tailored to your needs.
- **100% Success Rate:** In 2024, we achieved a 100% success rate, successfully filling every position we managed including partial and full scope services from engineering, planning, finance, health and human services, legal, legislative, hard-to-fill civil service positions, and many more! We deliver results no matter what the challenge.

**Employer Recognition:** WBCP has been recognized as Oregon's TOP 100 EMPLOYERS.

**HR Teams Trust Us:** We simplify the recruitment process, managing every detail so HR teams can focus on other priorities. From sourcing candidates to scheduling interviews and providing updates, our seamless approach saves time, reduces stress, and ensures results.

**Strategic Marketing and Advertising:** Our marketing team designs targeted campaigns using diverse, cost-effective channels powered by AI. These campaigns maximize reach while staying within budget and include:

- **Diverse Applicant Pools:** Access to over 600 diversity-focused job boards, 15,000 diversity affiliations, and 120 million resumes ensures diversity is integral to our process.
- **LinkedIn Recruiter Expertise:** With access to 230 million U.S. profiles, we connect you with top-tier talent.
- **AI-Driven Talent Acquisition:** Advanced AI strategies enhance efficiency and uncover new candidate engagement opportunities.

**Trusted Partners and Culture Cultivators:** We go beyond finding candidates by building trust with your team and stakeholders. Our tailored strategies align top talent with your organizational culture, ensuring a collaborative and thoughtful recruitment process.

**Recruiting with Competencies:** Ensures a fair, measurable, and effective hiring process. This strategic approach helps identify the client's needs and then assesses candidates on the critical skills and behaviors for success.

### Benefits:

- **Fairness:** Focuses on role-specific competencies.
- **Measurability:** Provides objective evaluation criteria.
- **Better Matches:** Aligns talent with organizational and cultural needs.
- **Equitable:** Reduces bias with standardized assessments.

Recruiting with competencies delivers high-quality, measurable solutions that ensure the best candidates for your team's success and cultural alignment.

### Timely and effective background and

**Reference Checks:** WBCP partners with a trusted third party for thorough background checks and relies on a 30-year public safety veteran, retired as a police chief, and an expert in employee investigations, to conduct expert reference verifications. This ensures accuracy, professionalism, and confidence in every hiring decision.

**Guaranteed Satisfaction:** We stand behind our work with a 12-24 month guarantee. If the initial placement doesn't work out, we will conduct a replacement search at no additional consulting fee, ensuring lasting value for your investment.



### III. GUARANTEE.....

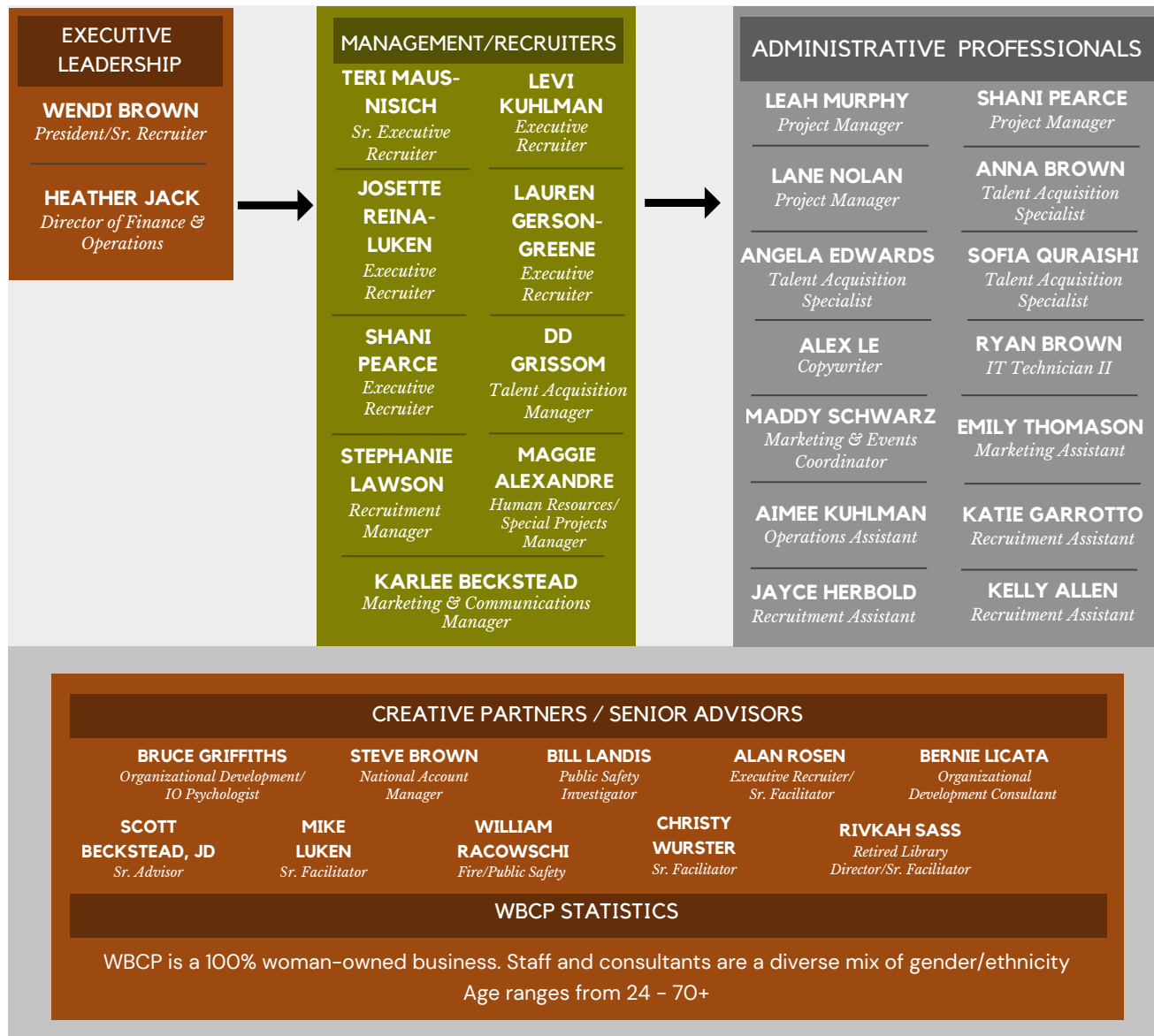
WBCP Inc. provides either a placement guarantee, or a replacement guarantee as determined by the recruitment outcome and defined below:

**Successful Placement Guarantee:** We guarantee a successful placement and will provide continued consulting services for one additional recruitment at no extra consulting fee. The client will be responsible for any direct expenses.

OR

**Replacement Guarantee:** If a candidate selected and appointed by the client leaves their position for any reason before completing **12 months** of service, WBCP will provide consulting services at no additional cost to secure a replacement. The client will be responsible for any direct expenses. This guarantee applies to one replacement within one year of the candidate's departure.

### IV. ORGANIZATIONAL CHART.....



## V. WBCP KEY STAFF.....

### WENDI BROWN

*Lead Consultant/  
Sr. Executive  
Recruiter*



I am the President of WBCP, with over 20 years of experience in marketing and advertising and combine this with my background in recruiting to successfully place hard-to-fill, management, and executive positions. My team and I are passionate about helping organizations improve their recruitment services, place great talent, conduct department assessments, redesign antiquated processes, revise job descriptions, conduct salary and benchmark studies, and more. I have worked in various industries – advertising and public relations, national real estate franchisor, global manufacturing – and I have worked with nonprofit and public sector organizations since 1999. Formerly, I was an internal Human Resources Consultant for the County of Orange, California, providing countywide communications, human resources, executive search, and recruiter training services to the Assistant Chief Executive Office/Human Resources Director and, at that time, 25 decentralized departments, with 17,000 employees, serving a community of 300,000. I have a Bachelor's of Science in Business Administration with an emphasis in Marketing from Colorado Technical University; have earned several certificates in Project Management, Global Business, Marketing, and Human Resources; and working toward a Master's in Management at Southern Oregon University.

### TERRI MAUS-NISICH

*Sr. Executive Recruiter*



Terri Maus-Nisich holds a pivotal role as one of our Senior Executive Recruiters, leveraging her extensive background as a distinguished leader in local government. With a local government career spanning over 40 years, Terri's journey includes transformative roles within the County of Santa Barbara, where she ascended from Parks Director to Assistant County Executive Officer, overseeing vital municipal and health/human service departments. Her remarkable impact encompasses leadership in Homeless Services, Communications, and Emergency Management, driving community engagement, disaster recovery, and support for vulnerable populations. Before her tenure in Santa Barbara, Terri spent 15 years with the City of Santa Clarita in roles ranging from analyst to Deputy City Manager. Throughout her remarkable career, Terri prioritized strategic planning, organizational development, and innovative problem-solving, garnering numerous awards. She holds a Bachelor's Degree from UC Santa Barbara, a Masters of Public Administration from Cal State Northridge, and a graduate certificate from Harvard University's JFK School of Government.

**V. WBCP KEY STAFF.....****LAUREN GERSON-GREENE***Executive Recruiter*

Lauren Gerson is a seasoned Executive Recruiter at WBCP, where she draws on over 15 years of experience in career services, customer relations, and operations. Her recruiting expertise extends across various industries, with notable success in health and human services, utilities, and finance. Lauren has helped organizations across multiple states fill hard-to-hire positions at every level, from individual contributors to executives. Lauren's diverse professional journey began in operations and events management, where she honed her expertise in human resources, business management, and regulatory compliance. She later transitioned to career services, and prior to joining WBCP, worked with a career coaching company helping job-seekers better leverage their skills and overcome barriers to employment. Lauren holds a Bachelor's degree in Philosophy from Whittier College. She brings a unique perspective to her role, and is committed to making a positive impact both professionally and personally. With her unwavering dedication and client-centric focus, Lauren continues to drive success and excellence in executive recruitment at WBCP.

**LEVI KUHLMAN**  
*Executive Recruiter*

Levi Kuhlman is an Executive Recruiter at WBCP, and an experienced professional with a multifaceted career spanning across executive recruitment, real estate, and entrepreneurship. He has worked extensively with local municipalities, special districts, and not-for-profit organizations across the Western region, with a focus in California, Oregon, and Idaho. Levi has conducted many successful recruitments in various industries including planning, rent stabilization and housing, engineering, finance, city management, transportation and transit, community development, building and safety, public safety, risk management, and information technology. Levi serves as a skilled and diplomatic liaison, earning a reputation for his personalized approach to recruiting. Before joining the ranks of WBCP, he advocated on behalf of tenants, landlord, and clients. With a diverse skill set and a commitment to excellence, Levi continues to make significant contributions to WBCP, his clients, and broadening the professional community one recruitment at a time.

## V. WBCP KEY STAFF.....

### **JOSETTE REINA- LUKEN**

*Executive Recruiter*



Josette, an Executive Recruiter at WBCP, specializes in government finance and the water industry with nearly 30 years of experience. Her career began in IT, managing software implementations and leading training and sales teams. After earning her MBA, she transitioned to municipal agencies, holding various management positions, including Administrative Manager and Financial Manager. With expertise in budgeting, strategic planning, and organizational development, Josette has made significant contributions to the agencies she's served. She holds a Bachelor's Degree in Political Science/Public Administration from the University of South Florida, an MBA from the University of Phoenix, and certificates in Human Resources from the California State University and Leadership from the University of Davis.

### **SHANI PEARCE**

*Executive Recruiter*



Shani Pearce brings over 15 years of corporate and public sector experience to her role as an Executive Recruiter at WBCP, with a background spanning executive support, human resources, project management, and regulatory compliance. She began her career with the City of Medford, working closely with executive leadership on labor relations, wellness initiatives, recruitment, and large-scale events. In the private sector, she advanced as a Human Resources Business Partner, specializing in recruitment, training, and organizational development, before joining a multi-billion-dollar, multi-state energy company where she progressed into project management, overseeing compliance, licensing, permitting, and stakeholder engagement. Alongside her corporate work, Shani co-founded a wedding and event business, further demonstrating her creativity and logistical expertise. At WBCP, she brings this diverse experience to lead recruitment processes, engage with clients, source candidates, and ensure a seamless candidate experience, making her a trusted partner to clients and a valued member of the WBCP team.

REVIEW OTHER EMPLOYEES & CONSULTANT  
PARTNERS ON OUR WEBSITE:  
[WWW.WBCPINC.COM/WBCP-TEAM](http://WWW.WBCPINC.COM/WBCP-TEAM)

## VI. RECRUITMENT STRATEGY / PHASES.....

**WBCP knows how to customize your search strategy to meet your unique recruitment needs.** We customize your recruitment based on the specific needs, target audience, and challenges for each recruitment; however, below is a baseline approach for most recruitments.

### CLIENT & STAKEHOLDER MEETINGS

We require the Client and/or Search Committee, and other stakeholders identified by the Client, be involved in the initial and final phases of this recruitment. These are critical phases to ensure we obtain a clear sense of the priorities and the successful hire of the right candidate. WBCP will meet with various stakeholders as warranted by the Client and the level of the position in the organization. These meetings will allow us an opportunity to gather information and gain knowledge about the organization, community, and unique aspects of the recruitment to design the ideal candidate professional profile, advertising materials, and strategic approach



### FEEDBACK OUTCOME / TIMELINE DEVELOPMENT

Following the Client/stakeholder meetings, we will develop a detailed timeline for the recruitment along with a proposed advertising plan for approval.

### CREATIVE DEVELOPMENT

Immediately following the client feedback activities, we will draft the competencies for the recruitment and advertising material/recruitment brochure for the Client's review. This information will summarize what was learned from Client-related interviews and will be used to advertise the opening.

### MARKETING STRATEGY & IMPLEMENTATION

WBCP will execute a customized marketing/ad plan once the job announcement is created. An ad plan could include the following (based on assumptions), and will be customized based on information gathered in Phase I:

#### DIGITAL ADVERTISING WITH DIVERSITY IN MIND

WBCP utilizes digital advertising to obtain diverse applicant pools, leveraging local and national job boards, associations, and social media. In partnership with a diversity platform, our postings reach up to 600 local employment and diversity websites, connecting across 15,000+ community organizations and niche sites, tapping into a job bank of 2 million resumes. Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.



#### EMAIL & DIRECT MAIL ADVERTISING

In addition to tapping into WBCP's existing pool of potential applicants, we have the capability to access various professional lists. We actively seek out additional lists through associations, contacts, and other strategic channels.

#### SOURCING/HEADHUNTING

WBCP employs a proactive approach by reaching out to targeted individuals and cultivating new connections through referrals from reputable sources. As a LinkedIn recruiter, we harness the power of over 350 million profiles to identify and engage with ideal candidates. Additionally, WBCP utilizes cutting-edge AI tools for precise Boolean searches, enabling us to uncover niche candidates effectively.

### COMMUNICATION WITH CLIENT

We will provide weekly updates on the progress of this search unless the client prefers more or less frequent communications. We tailor our communications in accordance with our Client's needs.



## VI. RECRUITMENT STRATEGY / PHASES.....

### **RESUME ASSESSMENT**

WBCP will review resumes as they are received and/or at the close of the recruitment. Those candidates determined to be the most highly qualified will be selected for a screening interview.

### **SCREENING INTERVIEWS / REPORT TO CLIENT**

WBCP does not restrict the number of applicants or candidates to be screened. Rather, we interview candidates who meet our ideal candidate criteria; frequently this group amounts to 20 candidates, or on average 20% of the applicant pool. Following the completion of the phone screen interviews, we will develop a report/recommended shortlist of candidates, which includes: resumes, cover letters, and a one-page profile summary of candidates' professional history, including a brief overview of WBCP's assessment and the results of their phone screen. We will meet with the selection committee/Client to review this report and select candidates for interviews. In this meeting, we will review the recruitment plan and discuss the final stages of the selection process.



### **COMMUNICATION WITH CANDIDATES**

WBCP will take responsibility for communicating with the applicants/candidates during each phase of the search process and Client should refer any inquiries from potential or existing applicants directly to WBCP.

### **SELECTION PROCESS**

WBCP will design and administer an appropriate final selection process based on the needs of the Client (tailored to the need and recruitment). WBCP will facilitate the invitation and coordination of these meetings/interviews and provide additional assessment tools/recommendations such as interview questions, writing and presentation exercises, problem solving scenarios, etc.

### **COMMUNICATION WITH CLIENT**

Following the interviews and the Client's top candidate(s) selection, we will assist the Client with facilitating a thorough background and reference check. A typical approach includes a review of federal, state, and local criminal background checks and academic verification by a licensed background agency. Reference checks are conducted over the phone by a senior consultant and a final report is provided to the Client. References are completed on candidate(s) being considered after initial/panel interviews.



### **NEGOTIATIONS**

Once the client reviews and is comfortable with the findings in the background and reference report, we are available to assist with negotiations on compensation, benefits, start date, and other transition details.

## VII. SCOPE OF WORK.....

- Facilitate initial kick-off meeting with Client and other meetings that may include Executive Leadership, staff, community, and other stakeholders to assist with identifying the ideal candidate profile.
- Assist Client hiring authority/stakeholders in modifying the job description (as needed), and develop a recruitment announcement, marketing materials, and advertising plan for the recruitment.
- Attend all other meetings and engagements as needed or identified by the Client.
- Implement advertising plan including: publication, headhunting, direct mail, and other online and email marketing efforts.
- Provide timely updates and progress reports to the client regarding search services; every two weeks or as Client identifies is needed.
- Preliminary internet searches will be conducted on recommended candidates.
- Coordinate interview panel(s) as needed, or coordinate this process with Client.
- Receive and review applicants and screen those applicants to identify top candidates. Top screened paper applicants will be video/phone screened by recruiter to identify the key competencies (technical and interpersonal) to assist in identifying the top group of candidates who will be recommended at the Client/WBCP shortlist meeting.
- Facilitate shortlist meeting with Client – review and select candidates who will be invited to interview.
- Coordinate invitations to candidates.
- Develop interview questions and other selection details to meet specific needs and identify key competencies of candidates.
- Facilitate interviews with panel(s).
- Background and reference checks will be conducted with candidates who are identified as final candidates after initial Client interviews have been conducted. Background checks will be conducted in accordance with local law and typically include the following: criminal (local, state, and federal), education, credit, social security. References will be conducted based on a 360-degree perspective and will include staff, peers, and superiors. Onsite background services are available at an additional fee (see fees for details)
- Facilitate offer and negotiations with selected candidate; as directed by Client.



## VIII. RECRUITMENT TIMELINE.....

*BELOW IS A SAMPLE OF AN EXECUTIVE SEARCH TIMELINE THAT  
WBCP WILL CUSTOMIZE FOR THIS RECRUITMENT*

### **Week 1:**

- Secure services with search firm, WBCP, Inc.
  - WBCP can schedule a Kickoff meeting as soon as we are selected.
- WBCP: review search parameters and recruiting processes with Client
  - Interview with hiring authority and other stakeholders for competencies
  - Identification of advertising venues and ideal candidate prospects
  - Calls, meetings, or coordination with other stakeholders for information gathering

### **Weeks 1 + 2:**

- Develop and approvals: recruitment process, deadlines, ad plan and strategy, recruitment timeline and brochure
- Print coordination (if applicable)

### **Weeks 2 + 3:**

- **OPEN RECRUITMENT AND AD PLAN:** Implement marketing plan and direct mail (if applicable)
- Secure panel member calendars
- Timeline may be extended if direct mail piece is included (i.e., print/postage)
- Finalize panel members and interview logistics and invitations to panel members

### **Weeks 4, 5, + 6:**

- Receive applications –Collect and source applicants will continue until recruitment closes

### **Weeks 7 + 8:**

- **CLOSE RECRUITMENT AND ADVERTISING**
- Conduct initial phone screen to identify shortlist of candidates
- Preliminary check on shortlist candidates (Google search)
- Candidate profiles developed and short list recommendations to client

### **Weeks 9 + 10:**

- **MEETING – Client confirms selection of candidates to be advanced to panel interviews**
- Finalize questions, presentation, in-basket (as determined)
- Coordinates invitations with selected top candidates (shortlist)
- Produce panel candidate interview packets

### **Weeks 10 + 11:**

- WBCP facilitates interview process – Interview process will be customized based on client and community needs:
  - **Day 1: Panel Interviews Conducted; Day 2: 2nd Interviews with executive leaders;**
  - 3rd interviews may be scheduled as needed with Boards/Commissions, etc.;
  - As needed schedule staff and/or community discussions/meetings

### **Week 12:**

- WBCP conducts background and reference checks (backgrounds may be conducted by Client if current contract exists)
- WBCP conducts full reference checks for candidate(s) selected for Board/Commission interviews; or when Client is interested in making an offer

### **NEGOTIATIONS / HIRE:**

- Hire date to accommodate possible candidate relocation
- Client (WBCP available to assist in process) conducts offer and facilitates salary negotiations with preferred candidate

## IX. REFERENCES.....

### 1-City of Santa Monica, California

#### Similar Positions Filled:

- City Manager

#### Contact Information:

- Michael Arnoldus, Human Resources Manager – [Michael.Arnoldus@santamonica.gov](mailto:Michael.Arnoldus@santamonica.gov) | 310-458-8613
- Dana Brown, Director of Human Resources – [Dana.Brown@santamonica.gov](mailto:Dana.Brown@santamonica.gov)

### 2-City of Pasadena, California

#### Similar Positions Filled:

- City Manager

#### Contact Information:

- Tiffany Jacobs-Quinn, Human Resources Director – [tjacobsquinn@cityofpasadena.net](mailto:tjacobsquinn@cityofpasadena.net) | 626-744-4126

### 3-City of Tillamook, Oregon

#### Similar Positions Filled:

- City Manager

#### Contact Information:

- Aaron Burris, Mayor – [aburris@tillamookor.gov](mailto:aburris@tillamookor.gov) | 503-812-3257

## X. MARKETING MATERIAL EXAMPLES.....

*Click below to see our marketing samples for similar positions. To see all of our brochures, visit: [wbcpinc.com/closed-jobs-private/](http://wbcpinc.com/closed-jobs-private/) and use the password: wbc202510\**

- [City Manager, City of Santa Monica, CA](#)
- [City Manager, City of Independence, OR](#)
- [City Manager, Boulder City, NV](#)
- [City Administrator, City of Hubbard, OR](#)
- [City Manager, City of Tillamook, OR](#)
- [City Manager, City of Port Hueneme, CA](#)
- [City Manager, City of Parlier, CA](#)
- [City Administrator, City of Rogue River, OR](#)
- [City Manager, City of Colfax, CA](#)
- [City Manager, City of Atwater, CA](#)
- [City Manager, City of Petaluma, CA](#)
- [City Administrator, City of Duvall, WA](#)
- [City Manager, City of Santa Rosa, CA](#)
- [City Manager, City of Oxnard, CA](#)
- [City Manager, City of Pasadena, CA](#)

## XI. COST SHEET/TIMELINE POLICY.....

*WBCP will not limit the number of hours we work on a recruitment, rather we charge a flat rate and will spend the time necessary to ensure we are successful. Consulting fees will be billed in thirds at the beginning (open for applications and advertising campaign launched), middle (shortlist selection), and end of the recruitment process (selection made and background/ references concluded).*

### SERVICE COST PER RECRUITMENT CITY ADMINISTRATOR

Description of Services/Deliverables:	Inclusive Rate per Recruitment:
<b>Consulting Services:</b> Phases I-IV in the proposal's recruitment strategy/phases section.	\$28,900
<b>Expenses Include:</b> Travel to client location (up to 2 trips); document shipping fees/delivery charges to facilitate virtual meetings, panel packet content; fees for background and reference checks; may include fee for one additional consultant to travel (and related expenses) and facilitate an additional panel for one day (\$700/day); brochure/graphic design (\$950); marketing and advertising which may include: print and postage (if applicable); online job boards; social media; sourcing; and may include flat fee pricing for: LinkedIn \$395, InMails \$300, Circa Diversity Job Boards \$295, Zoom Info \$299. These expenses will be billed based on what is expended and based on the needs of the client/recruitment.	UP TO \$5,500 - \$7,900 (direct expenses not-to-exceed)

#### Additional Cost

Upon request, WBCP can coordinate candidate travel and related expenses. Since this service falls outside of the standard scope of work, clients who choose this option should anticipate an estimated travel reimbursement of up to \$1,500 per non-local candidate. This estimate typically covers lodging, primary transportation, and/or a stipend.

#### Timeline Policy

To ensure the success and efficiency of our recruitment services, the following policies regarding cost and timelines are in place:

- 1. Timeline Development:** Timelines provided to our clients are valid for **10 business days**. If a timeline is not secured or confirmed within this period, it may no longer be available. In such cases, the timeline may be reassigned to another client, and a revised timeline will be provided.
- 2. Work Performed Out of Scope:** To deliver optimal results, adherence to agreed-upon dates and times for critical recruitment milestones (e.g., shortlist meeting and interview dates) is required. Any changes to these timelines after the recruitment process has commenced may result in:
  - a. Forfeiture of the Recruitment Guarantee:** Deviating from the agreed timeline will void the recruitment services guarantee.
  - b. Additional Charges:** Adjustments to timelines will incur additional fees, billed at our standard hourly rate.

#### Proposal Negotiations

*While our standard pricing reflects the value and quality of our recruitment services, we recognize that each client's needs are unique. As such, we are open to discussing pricing options and also offer flexible partial search services that can be tailored to meet your specific requirements.*

**XII. OTHER.....****INSURANCE**

WBCP and its sub-consultants have reviewed the contractual agreement and the Insurance Requirements. If selected, WBCP will execute said agreement and will provide the required insurance documents. WBCP will submit certificates of insurance as evidence of the required coverage limits. Insurance policies include: liability, errors and omissions, workers compensation, and vehicle insurance.

**CONFIDENTIALITY SAFEGUARDS**

Confidentiality is paramount in the work we do. We ensure that the client and candidate information we receive, and conversations with our client (and certainly discussions in closed session) are kept confidential. There are several physical safeguards we have in place including: locked and alarmed office space, password, and encryption protected information on our computers and servers, multiple backup systems. As information is shared with our client, we discuss the importance of confidentiality and why it is important to the candidates they are considering but also brands the organization appropriately. We also ask candidates who are interviewed to keep candidate information confidential, as they may see or meet a candidate during the process. We emphasize that confidentiality is not just until the recruitment is completed, and a candidate is hired, confidentiality is in perpetuity. Leaked information is not a reputation that a client wants to receive, as this could deter future applicants from applying.

**ORGANIZATIONAL DIVERSITY STATEMENT**

WBCP embraces cross-cultural diversity and we are committed to equitable treatment and elimination of discrimination in all its forms at all organizational levels and throughout all consulting practices, including search services. We strive to reach diverse groups of people to inform them of leadership opportunities. Upon our 2024 year-end review, we found that over the last three years, 70% of our applicants and 63% of our placed candidates came from diverse backgrounds. We will make extensive efforts to attract a qualified applicant pool that represents a broad range of gender and ethnically diverse individuals.

**FORCE MAJEURE**

Client agrees that WBCP, Inc. is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes, and/or Acts of God) that prevent WBCP, Inc. from meeting its obligations under this Agreement.



\_\_\_\_\_  
Wendi Brown, President

\_\_\_\_\_  
OCTOBER 20, 2025

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client, Title

\_\_\_\_\_  
Date

# WBCP RECRUITMENT SERVICES

Section 7, Item G.

OPTION 1	OPTION 1.5	OPTION 2	OPTION 2.5	OPTION 3
<b>PARTIAL RECRUITMENT</b> <b>ADVERTISING &amp; HEADHUNTING</b> Consulting Services: <b>\$5,900</b> <b>CONSULTING SERVICES INCLUDE*</b> <ul style="list-style-type: none"> <li>▶ Hiring authority and stakeholder meetings (up to 2 hours for community/employee engagement)</li> <li>▶ Develop ideal candidate profile &amp; recruitment timeline</li> <li>▶ Produce recruitment announcement</li> <li>▶ Produce and implement advertising campaign</li> <li>▶ Headhunt (LinkedIn, past lists, databases, associations, etc.)</li> <li>▶ Implement direct mail campaign (as needed)</li> </ul> <i>Plus expenses: Between \$3,000–\$4,500 for the advertising plan and creative brochure*</i>	<b>PARTIAL RECRUITMENT</b> <b>+ RESUME REVIEW</b> Consulting Services: <b>\$10,900</b> <b>CONSULTING SERVICES INCLUDE*</b> <i>Everything in Option 1, plus...</i> <ul style="list-style-type: none"> <li>▶ WBCP will review and score resumes.</li> </ul> <i>Plus expenses: Between \$3,000–\$4,500 for the advertising plan and creative brochure*</i>	<b>PARTIAL RECRUITMENT</b> <b>+ UP TO INTERVIEWS</b> Consulting Services: <b>\$18,900</b> <b>CONSULTING SERVICES INCLUDE*</b> <i>Everything in Option 1.5, plus...</i> <ul style="list-style-type: none"> <li>▶ Hiring authority and stakeholder meetings (up to 8 hours for community/employee engagement)</li> <li>▶ Present recommended short list of candidates</li> <li>▶ Produce recommended selection assessment tools</li> <li>▶ Coordinate candidate scheduling and invitations to interview</li> </ul> <i>Plus expenses: Between \$3,000–\$4,900 for the advertising plan and creative brochure*</i>	<b>PARTIAL RECRUITMENT</b> <b>+ DAY 1 INTERVIEW</b> Consulting Services: <b>\$19,900</b> <b>CONSULTING SERVICES INCLUDE*</b> <i>Everything in Option 2, plus...</i> <ul style="list-style-type: none"> <li>▶ Panel coordination</li> <li>▶ Facilitate first round virtual interviews for one panel (additional panels may adjust the cost to account for increased expenses)</li> <li>▶ Coordinate candidate scheduling and invitations to second round interviews</li> </ul> <i>Plus expenses: \$3,000–\$4,900 for the advertising plan and creative brochure*</i>	<b>FULL SEARCH SERVICES</b> Consulting Services: <b>\$24,900–\$28,900</b> Depending on position <b>CONSULTING SERVICES INCLUDE*</b> <i>Everything in Option 2.5, plus...</i> <ul style="list-style-type: none"> <li>▶ Hiring authority and stakeholder meetings (up to 2 days of community/employee engagement) Panel coordination</li> <li>▶ Facilitate all interviews Background and reference checks</li> <li>▶ Virtual and/or in-person interviews travel up to 2 trips to client location</li> <li>▶ 12–24 month guarantee</li> </ul> <i>Plus expenses: Between \$5,500–\$7,900 for the advertising plan and creative brochure; travel expenses; shipping; multiple panel facilitation, etc.</i>

# OTHER CONSULTING SERVICES

## AT WBCP INC., WE PROVIDE...

Section 7, Item G.

### The Polaris® Competency Model, Public Sector Edition....

....that drives long-term success by helping you identify, develop, and retain top talent. Backed by over 50 years of research, it ensures your recruitment practices and organizational development strategies align with proven results.

#### Providing:

- ▶ A Common Language
- ▶ Strategic Alignment
- ▶ Measurable Results
- ▶ Scientific Framework

With Polaris®, WBCP helps you build a sustainable, high-performing talent pipeline.

### Strategic Solutions that Transform Recruitment Teams...

...ensuring your recruitment professionals are prepared to navigate the complexities of modern hiring landscapes, delivering a strategic advantage that propels your organization forward.

### Precise, Accurate & Timely Classification & Compensation Studies...

...tailored to public and non-profit organizations.

### Job Description Development...

....that transform lengthy, outdated, or ineffective job descriptions into clear, concise, and equitable tools that align with your organization's needs.

### Modernization of Civil Service and Selection Rules...

...that streamline processes, and create agile, efficient recruitment systems that align with your future goals.



wbcpinc.com

| 866.929.WBCP (9227)

| hrsolutions@wbcpinc.com

**CITY OF ANGELS  
CITY COUNCIL  
RESOLUTION No. 25-93**

**RESOLUTION IDENTIFYING RECRUITMENT STRATEGIES FOR THE POSITION OF CITY  
ADMINISTRATOR**

**WHEREAS**, the City of Angels has been actively recruiting for the position of City Administrator since September 17, 2025; and

**WHEREAS**, Steve Williams is the Interim City Administrator; and

**WHEREAS**, as a PERS Retired Annuitant, Steve Williams is limited to working no more than 960 hours in a fiscal year, and his hours are expected to be exhausted by the end of March 2026; and

**WHEREAS**, it is important to have a permanent City Administrator identified and available to start the job no later than April 1, 2026; and

**WHEREAS**, executive recruiting firms are companies that specialize in finding and attracting high-level professionals on behalf of organizations; and

**WHEREAS**, both the engagement of an executive search firm and tasking the Interim City Administrator with enhancing recruitment efforts internally are viable options to consider.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Angels does hereby authorize the engagement of executive search firm (Insert Firm).

**or**

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Angels does hereby authorize the Interim City Administrator to continue and enhance the recruitment efforts for a City Administrator.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of November 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Michael Chimento, Mayor

\_\_\_\_\_  
Michelle Gonzalez, Deputy City Clerk



**HOME OF THE JUMPING FROG**



# November 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 <a href="#">UWPA</a> – Special Meeting	4 <b>City Council Meeting</b>	5 Employee Event 12:00 <b>COG</b>	6 Ribbon Cutting Wagon Trail 11:00	7	8
9	10	11	12	13 <b>Planning Com 5:00</b>	14	15
16	17	18 <b>City Council Meeting</b>	19 <a href="#">COG TAC</a> - Staff <a href="#">IRWMA</a> - Staff	20 <a href="#">LAFCO</a> <a href="#">CSEDD</a>	21	22
23	24	25 <a href="#">UWPA</a>	26	27	28	29
30						

Central Sierra Economic Development District (CSEDD): R: Scott, A: Broglio  
 Calaveras Council of Governments (COG): R: Behiel & Schirato A: Broglio  
 Calaveras Public Power Agency (CPPA): R: Chimente, A: Broglio  
 Local Agency Formation Commission (LAFCO): R: Behiel & Scott A: Chimente  
 Solid Waste Task Force: R: Broglio, A: Chimente  
 Utica Water & Power Authority (UWPA): R: Broglio & Schirato, A: Chimente

COG Technical Advisory Committee (COG TAC) – City Engineer / City Administrator  
 Integrated Regional Water Management (IRWMA) - City Planner / City Administrator  
 AVA – City Administrator

Want to learn more about  
 LAFCO, Local Agency Formation  
 Commission click here

# December 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 <a href="#">City Council Meeting</a>	3 <a href="#">COG</a>	4	5	6
7	8	9	10	11 <a href="#">Planning Com 5:00</a>	12	13
14	15	16 <a href="#">City Council Meeting</a>	17 <a href="#">COG TAC</a> - Staff <a href="#">IRWMA</a> - Staff	18	19	20
21	22	23 <a href="#">UWPA</a>	24	25	26	27
28	29	30	31			

Central Sierra Economic Development District (CSEDD): R: Scott, A: Broglio  
 Calaveras Council of Governments (COG): R: Behiel & Schirato A: Broglio  
 Calaveras Public Power Agency (CPPA): R: Chimente, A: Broglio  
 Local Agency Formation Commission (LAFCO): R: Behiel & Scott A: Chimente  
 SOLID WASTE TASK FORCE: R: Broglio, A: Chimente  
 Utica Water & Power Authority (UWPA): R: Broglio & Schirato, A: Chimente

COG Technical Advisory Committee (COG TAC) – City Engineer /  
 City Administrator  
 Integrated Regional Water Management (IRWMA) - City Planner /  
 City Administrator

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