



CITY COUNCIL MEETING

October 07, 2025 at 6:00 PM

Angels Fire House – 1404 Vallecito Road

AGENDA

To view or participate in the meeting online, please use the following link:

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Meeting ID: 259 054 873 390

Passcode: NRF287

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[+1 209-662-6903,,253817460#](#) United States, Stockton

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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, Kara Scott, Scott Behiel

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

5:00 PM CLOSED SESSION

1. ROLL CALL
2. ADJOURN TO CLOSED SESSION

- A. Property Negotiations (Govt. Code 54956.8) APN - 062-004-043 Takahashi - 0.07 acre (Amy Augustine, City Planner)
- B. Conference with Labor Negotiators (Govt. Code section 54957.6). City designated representatives: City Administrator, City Attorney. Employee Organization: Angels Camp Police Officers' Association. (Steve Williams, Interim City Administrator)
- C. Conference with Legal Counsel – Anticipated Litigation (Gov. code 54956.9(d)(2)): 2 matters (Will Creger, City Attorney)
- D. Public Employee Performance Evaluation (Govt. Code section 54957(b)(1).) Title: Fire Chief (Steve Williams, Interim City Administrator)
- E. Conference with Labor Negotiators (Govt. Code section 54957.6.) Unrepresented Employees: Exempt Employee Group. (Steve Williams, Interim City Administrator)
- F. Public Employee Appointment (Gov. Code Section 54957(b)(1)) Title: City Administrator, Police Chief (Steve Williams, Interim City Administrator)

6:00 PM REGULAR MEETING

3. ROLL CALL

4. PLEDGE OF ALLEGIANCE

5. REPORT OUT OF CLOSED SESSION

6. PRESENTATIONS/PROCLAMATIONS/RECOGNITION

A. Presentation - Firewise Update

B. Proclamation - 2025 Frog Jump Winner

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

8. 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.

9. CONSENT ITEMS

A. Approve Draft Minutes of September 16, 2025, Michelle Gonzalez, Deputy City Clerk

B. Resolution 25-74 - Authorizing State Route 49 Road Closure in the City of Angels for the Christmas Parade (Amy Augustine, City Planner)

C. Resolution 25-75 - Authorizing Banners and Decorations over state route 49 in the City of Angels Historical District (Caytlyn Schaner, Administrative Services Specialist)

D. Resolution 25-81 Authorizing the Final Closure of the City's Account at U.S. Bank and Transfer of Funds to Bank of Stockton

10. ACTION ITEMS

A. Resolution 25-73 - Approving Task Order 9 with Lumos & Associates, Inc. for groundwater exploration services to develop a secondary water source. (Aaron Brusatori, P.E., City Engineer)

- B. Resolution 25-80 - Approving Pavement Management Program 2025-2030 Amendment No. 1, (Aaron Brusatori, P.E., City Engineer)
- C. Resolution 25-79 - Authorizing the City Administrator to Execute a Construction Contract for the Vallecito Road Sewer Replacement Project with R Sutton Enterprises (Dave Richards, Dewberry Engineers)
- D. Resolution 25-77 - Authorizing Creative Expressions to raise money for Utica Park shade structures (Amy Augustine, City Planner)
- E. Ordinance 552 – Sign Ordinance Update – Introduce, waive the second reading by substitution of title, hold a public hearing, and consider adoption. (Amy Augustine, City Planner)
- F. Resolution 25-76 - Approving the draft Regional Transportation Plan (RTP) (Amy Augustine, City Planner)
- G. Ordinance 549 - Planning Commission Vacancies - Introduce, waive the first reading by substitution of title, hold a public hearing and set October 21, 2025, for a second reading of an ordinance to address appointments to, and vacancies on, the Planning Commission (Amy Augustine, City Planner)
- H. Resolution 25-82 - Adopting Revisions to the City Council Handbook, Will Creger, City Attorney
- I. Resolution 25-72 - Approving a side letter agreement to the memorandum of understanding with the Angels Camp Police Officers Association regarding longevity pay (Steve Williams, Interim City Administrator)

11. INFORMATIONAL ITEMS

12. ADMINISTRATION REPORT

- A. City Council Monthly Update, Steve Williams, Interim City Administrator

13. COUNCIL REPORT

14. CORRESPONDENCE

15. CALENDAR

- A. 2025 City Council Calendar - October - December

16. FUTURE AGENDA ITEMS

17. 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.

GET A JUMP ON HOME DEFENSE!



save the date

SATURDAY
NOVEMBER 1

2025 11am - 3pm

FROGTOWN, USA - Angles Camp Fairgrounds
2465 Gun Club Road ❖ Angels Camp CA

Key Highlights:

- demonstrations
- exhibits
- information tables
- insurance information
- kids' activities

FREE

WANT TO BE AN EXIBITOR/VENDOR?

CONTACT: firewise@calaverasRCD.org



HOSTED BY CALAVERAS COUNTY RESOURCE CONSERVATION DISTRICT

www.CalaverasRCD.org/firewise





CITY OF ANGELS, CALIFORNIA PROCLAMATION

Honoring Riley Kitchell, Champion of the 2025 International Jumping Frog Jubilee

WHEREAS, since 1928—except for the year 1933 during the Great Depression and 2020 during COVID—the Jumping Frog Jubilee has been held in Angels Camp, and since 1938 has been proudly celebrated in conjunction with the Calaveras County Fair, making it one of the most enduring and world-renowned traditions of our community; and

WHEREAS, this cherished event draws competitors and visitors from across the globe, showcasing the cultural identity, civic pride, and spirited history of Angels Camp, famously immortalized by Mark Twain's tale *The Celebrated Jumping Frog of Calaveras County*; and

WHEREAS, Riley Kitchell, a lifelong resident of Calaveras County, was born into this tradition as the son of Jon and Laura Kitchell, both of whom have been lifelong supporters of the Jubilee—where 'frogs run in the family'; and

WHEREAS, Riley represents a long line of Frog Jump champions, including his mother Laura Kitchell, his uncle Joe Kitchell, and his spouse Morgan Kitchell, and has competed for over three decades side-by-side with family friends such as the Nash and Ziehlke families; and

WHEREAS, Riley has now achieved a remarkable three-time victory in the International Jumping Frog Jubilee, with championships in:

- 2013 – 'Shhhhh, Don't Tell Morgan' – 20' 10"
- 2018 – 'I Don't Know' – 18' 8.5"
- 2025 – 'Go Frog Yourself' – 18' 7.25"

Each victory proudly earned as a member of the Foothill Froggers Team; and

WHEREAS, Riley has brought national and international recognition to Angels Camp and the Jubilee, appearing on *The Steve Harvey Show*, Netflix's *We Are the Champions*, and in numerous media features, while always remaining most proud to keep the title here in his hometown; and

WHEREAS, Riley’s enthusiasm, dedication, and sportsmanship embody the spirit of the Jubilee and inspire future generations to continue this time-honored tradition;

NOW, THEREFORE, I, Michael Chimento, Mayor of the City of Angels, on behalf of the City Council and the citizens of Angels Camp, do hereby extend sincere congratulations and heartfelt recognition to Riley Kitchell for his outstanding achievements and for bringing honor and pride to our community as the 2025 International Jumping Frog Jubilee Champion.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Angels to be affixed this __ day of _____, 2025.

Michael Chimento
Mayor, City of Angels, California

Attest: _____
City Clerk



CITY COUNCIL MEETING

September 16, 2025 at 6:00 PM

Angels Fire House – 1404 Vallecito Road

DRAFT MINUTES

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.

THE 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 Scott Ellis (PRESENT) | City Attorney (PRESENT)

5:00 P.M. CLOSED SESSION

- A. Property Negotiations – APN 062-004-043, Takahashi, 0.07 acre (Amy Augustine, City Planner)
- B. Property Negotiations – APN 062-001-047, Hansen, 4.6 acres (Amy Augustine, City Planner)
- C. Property Negotiations – 1211 South Main, Quest Court, APN 062-004-086. Negotiating parties: City Administrator, Quest Court 13 LLC (Amy Augustine, City Planner)
- D. Public Employee Appointment (Gov. Code §54957(b)(1)) Title: City Administrator (Will Creger, City Attorney)
- E. Conference with Legal Counsel – Anticipated Litigation (Gov. Code §54956.9(d)(2)): One Matter (Will Creger, City Attorney)

1. ROLL CALL

2. PUBLIC COMMENT PRIOR TO ADJOURNMENT TO CLOSED SESSION

The public may address the City Council on any Closed Session item listed on the Agenda. No action may be taken. Speakers are limited to five minutes per person.

3. ADJOURN TO CLOSED SESSION

6:00 PM REGULAR MEETING

4. ROLL CALL

5. PLEDGE OF ALLEGIANCE

6. REPORT OUT OF CLOSED SESSION

Mayor reported out of closed session that direction has been given to staff on all items and that City Administrator Pamela Caronongan has resigned as of September 12, 2025 and it has been accepted.

PRESENTATIONS / COMMENDATIONS

Michelle Gonzalez, Finance Director, reported on the delay in water/sewer billing. July invoices were mailed today; August invoices will be mailed within the next week. Online access is available to view and pay bills. The City's vendor charges a 3.5% credit/debit card convenience fee. New sewer rates are in effect; businesses are now billed volumetrically, and the City will contact those impacted. No late fees or shut-offs will occur through December 31, 2025. The City will offer payment plans as needed. Customers previously on autopay must re-enroll

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

Veronica Matildi requested that items from the previous meeting be listed first on the agenda. No changes were made.

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

8. PUBLIC COMMENT

- Marin Soldano asked about proper protocol for vehicles parked downtown for extended periods.
- Julie Davis, Angels Camp Business Association, provided updates:
 1. Final Farmers Market on September 26.
 2. "All I Want for Christmas" raffle: 400 tickets available for purchase downtown or at ACBA.
 3. Habitat for Humanity ribbon cutting, October 15, 5–7 PM at The Trading Post.
 4. ACBA Mixer, October 22, 5–7 PM, Grace Hills Church.
 5. Christmas Parade, Saturday, December 6, 2025, Downtown Angels Camp.
- Debbie Pointe, Angels Camp Museum Foundation, announced an event on Saturday, October 11, from 10 AM – 4 PM. Admission \$10 (ages 13+), 12 and under free. Food, music, crafts, and tours are available. Parking at the high school with shuttle service to the museum.

9. CONSENT ITEMS

- A. Approve Draft Minutes of August 19, 2025 (Michelle Gonzalez, Deputy City Clerk)
- B. Receive and File Accounts Payable (A/P) Checks and Treasurer's Report August 2025 (Michelle Gonzalez, Finance Director)
- C. Authorize the City Manager to execute the attached Relinquishment Agreement with the California Department of Transportation (Caltrans), District 10, for right-of-way transfer. Aaron Brusatori, City Engineer and Amy Augustine, City Planner.

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

10. ACTION ITEMS

- A. Consideration and Approval of an Employment Agreement Between the City of Angels and Steve Williams for the Position of Interim City Administrator. (Will Creger, City Attorney)

ACTION: MOTION TO APPROVE EMPLOYMENT AGREEMENT BETWEEN CITY OF ANGELS AND STEVE WILLIAMS FOR THE POSITION OF INTERIM CITY ADMINISTRATOR, BY COUNCIL MEMBER SCOTT, SECONDED BY VICE MAYOR SCHIRATO, PASSED 5 YES

- B. Pavement Management Plan (PMP) 2025-2030 (Aaron Brusatori, City Engineer)

ACTION: MOTION TO APPROVE RESOLUTION NO. 25-71 AND BRING BACK VALLEJO ROAD AS PART OF THE PLAN, BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER BEHIEL, PASSED 5 YES

C. Mark Twain Distribution System NOC and Change Order (Dave Richard, City Engineer)

ACTION: MOTION TO APPROVE CHANGE ORDER NO. 003, ACCEPT THE PROJECT, AND AUTHORIZE RELEASE OF RETENTION FOR THE MARK TWAIN WATER DISTRIBUTION SYSTEM IMPROVMENTS PROJECT, BY VICE MAYOR SCHIRATO, SECONDED BY COUNCIL MEMBER SCOTT, PASSED 5 YES

D. Introduce, waive the **Second Reading** by Substitution of Title, hold a Public Hearing consider adopting **Ordinance 550** amending Angels Municipal Code Sections 17.09 (P) defining Personal Services, amending various Sections of Chapters 17.27, 17.30, 17.37 and 1.17.080 (Public Nuisances) to make salons and spas a permitted use and establish standards for declaring odors a Public Nuisance when they affect adjacent land uses as measured at the property boundary. (Amy Augustine, City Planner)

ACTION: MOTION TO APPROVE ORDINANCE 550, BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER BEHIEL, PASSED 5 YES

E. Introduce, waive the **Second Reading** by substitution of title, hold a public hearing consider adoption of **Ordinance 551** replacing and updating angels municipal code chapter 14.55 protecting the city's water system through control of backflow and cross-connections. (Amy Augustine, City Planner)

ACTION: MOTION TO APPROVE ORDINANCE 551, BY COUNCIL MEMBER BROGLIO, SECONDED BY VICE MAYOR SCHIRATO, PASSED 5 YES

F. **Ordinance 552** – Sign Ordinance update – introduce, waive the **First Reading** by substitution of title, hold a public hearing and set October 7, 2025, for a **Second Reading** and hearing and to consider adoption. (Amy Augustine, City Planner)

NO ACTION TAKEN, HOLD UNTIL OCTOBER 7, 2025, FOR A SECOND READING.

G. Ordinance – **Holdover Period** – City Commission Vacancies Continuation to **September 16, 2025** (Amy Augustine, City Planner)

NO ACTION TAKEN, HOLDOVER PERIOD UNTIL OCTOBER 7, 2025, FOR A FIRST READING.

H. **Resolution 25-67** For a \$25,000 Budget Amendment to fund the City's Special Events Support Program. (Amy Augustine, City Planner)

ACTION: MOTION TO APPROVE RESOLUTION NO. 25-67 WITH STAFF DIRECTION TO LOOK FOR OPTIONS WITH ADDITIONAL APPLICATIONS IN THE FUTURE TO BRING BACK TO COUNCIL, BY COUNCIL MEMBER BEHIEL, SECONDED BY VICE MAYOR SCHIRATO, PASSED 4 YES 1 NO

I. **Resolution 25-68** Establishing the Utica Park Fund (Amy Augustine, City Planner)

ACTION: MOTION TO APPROVE RESOLUTION NO. 25-68 TO ESTABLISH THE UTICA PARK FUND, BY MAYOR CHIMENTE, SECONDED BY COUNCIL MEMBER BROGLIO, PASSED 5 YES

J. **Resolution 25-70** approving a grant application for and an expenditure of up to \$7,900 to hire GeoCon to prepare a United States Environmental Protection Agency (USEPA) Grant application to evaluate the site and begin preparing a remediation plan for the Raspberry Properties. (Amy Augustine, City Planner)

ACTION: MOTION TO APPROVE RESOLUTION NO. 25-70 APPROVING GRANT APPLICATION FOR AND AN EXPENDITURE OF UP TO \$7,900 TO HIRE GEOCON TO PREPARE A UNITED STATES ENVIRONMENTAL PROTECTION AGENCY GRANT APPLICATION SUBJECT TO LANDOWNERS AGREEMENT TO ALLOW US TO LIEN THE

PROPERTY WHICH WILL GO AWAY ONCE WE RECEIVE DONATION OF PROPERTY, BY COUNCIL MEMBER BEHIEL, SECONDED BY VICE MAYOR SCHIRATO, PASSED 5 YES

- K. Subcommittee Selection for Permanent Local Housing Allocation (PLHA) Program Grant Application(s) (Amy Augustine, City Planner)

ACTION: MOTION TO APPROVE SUBCOMMITTEE MEMBERSHIP TO EVALUATE PLHA GRANT APPLICATION AS PRESENTED, BY MAYOR CHIMENTE, SECONDED BY COUNCIL MEMBER BROGLIO, PASSED 5 YES

- L. Appointment of the City Council to Commissions (Michelle Gonzalez, Deputy City Clerk)

ACTION: COUNCIL MEMBER SCOTT WAS APPOINTED TO LAFCO AND CENTRAL SIERRA ECONOMIC DEVELOPMENT DISTRICT, NO OTHER CHANGES WERE MADE TO SUBCOMMITTEES.

- M. Sign, Park & Meter Fees Schedule 2025 - 2026 Update (Michelle Gonzalez, Finance Director & Amy Augustine, City Planner)

ACTION: MOTION TO APPROVE RESOLUTION NO. 25-72 APPROVING THE SIGN, PARK & METER FEE SCHEDULE 2025-2026 UPDATE, BY MAYOR CHIMENTE, SECONDED BY COUNCIL MEMBER BROGLIO, PASSED 5 YES

INFORMATIONAL ITEMS

11. ADMINISTRATION REPORT - REPORT GIVEN ON ITEMS LISTED BELOW

- A. Interim City Administrator's Report - August 2025

12. CITY COUNCIL REPORT - ALL REPORTED OUT

CORRESPONDENCE

Letter of Support for CCWD

13. CITY COUNCIL CALENDAR - REVIEWED

14. FUTURE AGENDA ITEMS – HIRING OF ONE EXTRA POLICE OFFICER, UWPA/JPA AGENDA MEETING, CITY UPDATES ON THE WEBSITE.

15. ADJOURNMENT

ACTION: MOTION TO ADJOURN THE MEETING AT 9:05 PM BY COUNCIL MEMBER BEHIEL, SECONDED BY COUNCIL MEMBER SCOTT, PASSED 5 YES

Michael S. Chimente, Mayor

Michelle Gonzalez, Deputy City Clerk



CITY HALL

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

DATE: October 7, 2025

TO: City Council

FROM: Caytlyn Schaner, Administrative Services Specialist

RE: RESOLUTION 25-74 AUTHORIZING ROAD CLOSURE OF STATE 49 IN THE CITY OF ANGELS CAMP FOR CHRISTMAS PARADE.

RECOMMENDATION:

Approve Resolution 25-74.

BACKGROUND:

Angels Camp Business Association is requesting approval from the City Council to close Highway 49 between Vallecito Road and Bret Harte Drive on December 6, 2025, from 4:00 P.M. until 7:00 P.M for the Christmas Parade.

DISCUSSION:

None

FINANCIAL IMPACT:

The school generally requests a fee waiver.

ATTACHMENTS:

Resolution No. 25-74



CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 25-74

A RESOLUTION APPROVING ROAD CLOSURE OF STATE ROUTE 49 IN THE CITY OF ANGELS HISTORIC DISTRICT FOR ANGELS CAMP BUSINESS ASSOCIATION ANNUAL CHRISTMAS PARADE

WHEREAS,; Angels Camp Business Association is planning their annual Christmas parade for Saturday, December 6th; and

WHEREAS,; Angels Camp Business Association has expressed an interest in having a Christmas Parade on December 6, 2025; and

WHEREAS,; Angels Camp Business Association is requesting approval from the City Council to close Highway 49 between Vallecito Road and Bret Harte Drive on this date; and

WHEREAS,; this closure will temporarily impede and restrict the free passage of traffic over State Highway Route 49 between Vallecito Road and Bret Harte Drive on December 6, 2025 from approximately 4:00 P.M. until 7:00 P.M.; and

WHEREAS,; the closure details and route will comply with the California State Department of Transportation Encroachment permit.

NOW, THEREFORE, BE IT RESOLVED, that the City of Angels City Council consents to the proposed closure of State Highway Route 49 upon terms and conditions deemed appropriate and necessary by the California State Department of Transportation.

PASSED AND ADOPTED this 7th day of October,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: October 7, 2025

TO: City Council

FROM: Caytlyn Schaner, Administrative Services Specialist

RE: RESOLUTION 25-75 BANNERS AND DECORATIONS OVER STATE ROUTE 49 IN THE CITY OF ANGELS HISTORICAL DISTRICT

RECOMMENDATION:

Approve Resolution 25-75

BACKGROUND:

Approximately 18 banners are hung over SR 49 for various community and non-profit events, holidays, decorations (i.e., light strands), and other events. Attachment A summarizes the events, banners, and decorations *anticipated* for 2026. Approximately 12 light pole banners also will be installed approximately monthly. Changes to this list could occur throughout the year. Dates are approximate.

An annual encroachment permit application is required by Caltrans to hang these banners, light pole banners, and decorations. Caltrans requires a resolution from the local agency approving all banners, light pole banners, and decorations. Unless a fee waiver is obtained, applicants pay for installing and removing these banners. Gold Electric is currently under contract with the City to hang and remove banners and decorations. City staff can install the light pole banners from the sidewalks without special equipment.

DISCUSSION:

None

FINANCIAL IMPACT:

Fee waiver will cover the cost of staff time and Gold Electric to install banners.

ATTACHMENTS:

Resolution 25-75

Attachment A to Resolution 25-75– List of Proposed Banners/Decorations/Dates



**CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 25-75**

A RESOLUTION OF THE CITY OF ANGELS CITY COUNCIL TO APPROVE BANNERS AND DECORATIONS OVER STATE ROUTE 49 IN THE CITY OF ANGELS HISTORICAL DISTRICT

WHEREAS,; the City of Angels hangs approximately eighteen banners and decorations over State Route 49 for various community and non-profit events, holidays, and other events (See Attached Exhibit “A”) and will be installing 12 light pole banners approximately monthly, and

WHEREAS,; putting up and taking down banners will temporarily impede and restrict the free passage of traffic on State Route 49 in preparation of various events; and

WHEREAS,; the banners will comply with Caltrans’ Encroachment permit standards;

NOW, THEREFORE, BE IT RESOLVED, that the City of Angels City Council does hereby approves banners, light pole banners, and decorations, consents to the proposed restriction of State Route 49 upon the terms and conditions deemed appropriate and necessary by the State of California, Department of Transportation and recommends that agency approve said restrictions.

PASSED AND ADOPTED this 7th day October of 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Michael Chimento, Mayor

Michelle Gonzalez, Deputy City Clerk



HOME OF THE JUMPING FROG

Encroachment Permits for Banners

Banner fee for Fiscal Year 26-27 is \$550.00

2026

Event	Dates Banner Displayed	Placement	Event Date	Text	Who is Hanging	Organization	Contact
A. Calaveras Volunteers	1/23/26-2/10/26	Line A - Hardscrabble (Front of Banner)	2/14/26	FRONT:Special People Volunteer calaveras volunteer.com	City	Calaveras Volunteers	Marti Crane crane@caltel.com
Same as above (Back of Banner)		Line A - Hardscrabble (Rear of Banner)	""	BACK: Volunteer...Add something Special to Your Life Calaverasvolunteer.com	City	""	""
B. Whiskerino Dinner and Dance	4/18/26 - 5/2/26	Line A - Hardscrabble	4/30/2026	Whiskerino Dinner Dance, April 30, 2024	City	Friends of the Fair	Laurie Giannini, PO Box 489 Angels Camp, CA 95222 209-736-2561
C. Calaveras County Jumping Frog Jubilee	5/9/26 - 5/23/26	Line A - Hardscrabble	5/14/26 - 5/17/26	Calaveras County Fair and Jumping Frog Jubilee, 3rd Weekend in May	City	Calaveras County Fair and Jumping Frog Jubilee	Laurie Giannini, PO Box 489 Angels Camp, CA 95222 209-736-2561
D. Miners Clothes Lines X2	5/9/26 - 5/23/26	Lines B and C - Mid Downtown 2 lines	5/14/26-5/17/26	No Text	City	City of Angels	Laurie Giannini, PO Box 489 Angels Camp, CA 95222 209-736-2561
E. Angels Camp Salutes Our Veterans (Memorial Day) #1	5/23/26 - 6/6/26	Line A - Hardscrabble	5/30/2026	Angels Camp Salutes our Veterans	City	City of Angels	City of Angels, PO Box 667, Angels Camp, CA 95223
F. Bear Valley Music Festival	7/11/26 - 7/25/26	Line A - Hardscrabble	7/11/26 - 7/25/26	Bear Valley Music Festival July 22 - August 7 www.bearvalleymusic.org	City	Bear Valley Music Festival	Bennett Livanos PO Box 5068, Bear Valley, CA 95223 209-813-0554
G. Medicare Open Enrollment	8/8/26-8/22/26	Line A - Hardscrabble	8/8/26-8/22/26	Medicare Open Enrollment	City	Area 12 Agency on Aging	Joycie Preston, 19074 Standard Rd Ste A Sonora CA 95370 209-532-6272
H. Walk for Hope	8/22/26 - 9/22/26	Line A - Hardscrabble	9/24/2026	Walk for Hope Calaveras Big Trees September 24, 2024 209-736-6792 www.sierrahope.org	City	Sierra Hope	Nancy Tiffany, PO Box 159, Angels Camp, CA 95222 209-736-6792
I. Homecoming Jerseylines x 2	10/5/26 - 10/16/26	Line A - Hardscrabble, Lines B & C mid-town lines	10/13/2026	Bret Harte Union HS	City	Bret Harte Union HS	Tyra Dragomanovich Bret Harte High School
J. Angels Camp Salutes Our Veterans (Veteran's Day) #2	10/31/26 - 11/14/26	Line A - Hardscrabble	11/11/2026	Angels Camp Salutes our Veterans	City	City of Angels	City of Angels, PO Box 667, Angels Camp, CA 95222
K. Christmas Decorations #1, #2, #3	11/21/26-1/9/27	Line A - Hardscrabble, Lines B & C mid-town lines	12/25/2026	Lighted Christmas Garland	City	City of Angels	City of Angels, PO Box 667, Angels Camp, CA 95222

2026 American Flag Calendar

Event	Flag Dates
President's Day	2/14/26 - 2/21/26
Frog Jump Jubilee/Memorial Day	5/13/2026 UP
Flag Day	6/17/26 DOWN
4th of July	6/28/26 - 7/8/26
Labor Day - Patriots Day/September 11th	8/26/26 - 9/13/26
Veteran's Day	11/4/26 - 11/15/26



CITY HALL

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

DATE: October 7, 2025

TO: City Council

FROM: Michelle Gonzalez, Finance Director

RE: RESOLUTION NO. 25-81 FINAL CLOSURE OF U.S. BANK CHECKING ACCOUNT AND TRANSFER OF FUNDS TO BANK OF STOCKTON

RECOMMENDATION:

It is recommended that the City Council adopt the attached resolution authorizing the final closure of the City of Angels' checking account at U.S. Bank and the transfer of all remaining funds to the City's account at Bank of Stockton.

BACKGROUND:

On August 16, 2022, the City Council adopted Resolution No. 22-54, authorizing the transition of the City's general banking services from U.S. Bank to Bank of Stockton and directing staff to close the U.S. Bank account once all transactions had cleared.

Since that time, the City has successfully transferred all banking activity to Bank of Stockton. However, the U.S. Bank account has remained open to ensure reconciliation of any outstanding items. This account is no longer necessary, and the City continues to pay a small monthly service fee to maintain it.

DISCUSSION:

Now that all City business has been moved to Bank of Stockton, staff recommends finalizing the transition by closing the U.S. Bank checking account. Doing so will eliminate unnecessary costs and complete the process originally authorized by the Council.

FISCAL IMPACT:

Closure of the U.S. Bank account will eliminate the monthly service fee currently charged. All remaining funds will be transferred to the City's Bank of Stockton account.

ATTACHMENTS:

1. Resolution No. 25-81 – Authorizing Closure of U.S. Bank Checking Account and Transfer of Funds.



**CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 25-81**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGELS AUTHORIZING THE FINAL CLOSURE OF THE CITY'S CHECKING ACCOUNT AT U.S. BANK AND TRANSFER OF FUNDS TO BANK OF STOCKTON

WHEREAS, on August 16, 2022, the City Council adopted Resolution No. 22-54, authorizing the transition of City banking services from U.S. Bank to Bank of Stockton and directing staff to close the U.S. Bank account upon completion of the transition; and

WHEREAS, the transition of City banking services to Bank of Stockton has now been completed, and all City business is conducted through Bank of Stockton; and

WHEREAS, following adoption, staff identified necessary updates to project prioritization, treatment schedules, and funding allocations; and

WHEREAS, the City's checking account at U.S. Bank remains open solely for reconciliation purposes and is no longer needed; and

WHEREAS, the City continues to incur a monthly service fee to maintain the U.S. Bank account, and it is in the best interest of the City to close the account to avoid unnecessary expense;

NOW, THEREFORE, by the City Council of the City of Angels that:

1. The City of Angels Finance Director is authorized and directed to close the City's checking account at U.S. Bank.
2. All remaining funds in said account shall be transferred to the City's existing account at Bank of Stockton.
3. The City Administrator, Finance Director, and/or authorized signatories are authorized to execute all documents necessary to carry out this action.

PASSED AND ADOPTED this 7th day of October, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Michael Chimento, 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: October 7, 2025

TO: City Council

FROM: Aaron Brusatori, P.E., City Engineer

RE: APPROVAL OF TASK ORDER 9 – GROUNDWATER EXPLORATION FOR SECONDARY WATER SOURCE

RECOMMENDATION:

Adopt Resolution No. 25-73 authorizing the City Administrator to execute Task Order 9 with Lumos & Associates, Inc. for groundwater exploration services in an amount not to exceed \$282,000.

BACKGROUND:

The City of Angels Camp currently relies on a surface water diversion through the Utica Water and Power Authority (UWPA) flume system for its municipal water supply. In 2001, the Darby Fire destroyed large portions of the UWPA flume, temporarily cutting off water to over 10,000 residents in Murphys and Angels Camp. During reconstruction, emergency measures were required to restore service.

Recognizing the risk to water reliability from wildfire, drought, and climate change, the State of California passed Senate Bill 552 (2021), requiring small water systems (those with fewer than 3,000 service connections) to develop a secondary water source. The City of Angels Camp falls within this definition and must comply with SB 552 requirements.

To address this mandate and improve water supply resilience, the City requested a proposal from Lumos & Associates, Inc. to conduct groundwater exploration as a potential secondary water source.

DISCUSSION:

Lumos & Associates submitted a proposal dated August 21, 2025 outlining the scope of work to identify groundwater resources for the City. The proposed work includes:

- Task 1 – Desktop Research & Geologic Reconnaissance (\$12,000)
- Task 2 – LiDAR/Ortho Survey & Field Investigation (\$50,000)
- Task 3 – Surface Geophysical Surveys (\$35,500)
- Task 4 – Preliminary Data Analysis & Technical Memorandum (\$16,500)
- Task 5 – Permitting Support (Time & Materials, Est. \$9,500)
- Task 6 – Test Well Drilling Program (Time & Materials, Est. \$131,000)
- Task 7 – Final Data Analysis & Technical Memorandum (\$27,500)
- Task 8 – Reimbursables (T&M)



The total project cost is estimated at \$282,000. Deliverables include technical memoranda, geologic analysis, and exploration drilling results to determine the feasibility of developing a groundwater production well for the City's secondary supply.

FISCAL IMPACT:

The estimated not-to-exceed cost of \$282,000 will be funded from the City's water enterprise fund for Capital Expansion. Staff will pursue available state and federal funding sources to offset local costs.

ATTACHMENTS:

1. Proposal Task for groundwater exploration services in an amount not to exceed \$282,000
2. Draft Resolution No. 25-73
3. Budget Adjustment Form





El Dorado Hills

3840 El Dorado Hills Blvd., Suite 301
El Dorado Hills, CA 95762

August 21, 2025

City of Angels Camp
Pamela Caronongan, City Administrator
200 Monte Verda St. Ste B
Angels Camp, CA 95222

Via email: chrisoflinn@angelscamp.gov

Subject: Task Order 9 - Groundwater Exploration for Secondary Water Source for City of Angels Camp.

Dear Mr. O'Flinn:

Lumos & Associates, Inc. (Lumos) is pleased to provide you with this proposal for assisting the City of Angels Camp with identifying a secondary water source for the City of Angels Camp.

Project Understanding

The City of Angels Camp existing water system consists of a surface water diversion to a water treatment facility, which treats the water and then conveys water to their consumers. In 2001, the Darby Wildfire destroyed large sections of the Utica Water and Power Authority (UWPA) wooden flume system from Arnold to Angels Camp cutting off the water supply to over 10,000 people in Murphys and Angel Camp, California. During the reconstruction of the flume system, UWPA constructed a temporary overland water pumping water system in order to restore a water source to the people until repairs could be completed to the damaged flumes.

Recognizing the challenges experienced during the 2012-2016 droughts in California, the potential increase frequency and severity of droughts under climate change, along with fire danger, the California Legislature worked proactively to pass legislature to mitigate future droughts in the State. One of the bills created (Senate Bill 552) is known as the "Small Water Systems and Rural Communities Drought and Water Shortage Contingency Planning and Risk Assessment". The Senate Bill 552 was developed in 2021 and signed into law by Governor Newsom in September 2021. Under Senate Bill 552, State and local governments will share the responsibility in preparing and acting in the case of a water shortage event. One of these requirements is for small water systems to develop a secondary water source in the event that their primary water source is effected by droughts or other natural disasters. Senate Bill 552 defines a small water supplier as a community water system serving 15 to 2999 service connections and provides less than 3000 acre-feet of water per year. The City of Angel Camp falls under this definition.

The City of Angel Camp has requested a proposal from Lumos to assist them with locating groundwater as their secondary water source for the water system. Lumos has generated the following Scope of Work to assist the City of Angel Camp (Angel Camp) with their groundwater exploration as a secondary water source.

Project Scope of Work

Task 1 – Desktop Research and Due Diligence.

Lumos will conduct a historical document search of the areas around Angel Camp researching the

local geology, hydrogeology, historical mining operations, and water wells. We will reach out to WGA to procure historical knowledge and procure documentation that they may have. The data will be used along with a LiDAR/Ortho survey to target potential areas for conducting a surface geophysical survey. The objective will be to better understand the potential fault structures and assist the survey team with establishing flight patterns for a LiDAR Survey proposed in Task-2.

Task 2 – LiDAR/Ortho Survey, Assessment, Geological Field Reconnaissance.

This task will include the following work: Survey Control for the project will be referenced to California State Plane Coordinate System, Zone 3, NAD83, modified to ground, and the vertical datum for the project will be referenced to NAVD88. Once in place, the LiDAR and Ortho data will be collected with a City Mapper H2 sensor at +/-16 points per square meter – estimated vertical accuracy 10cm (RMSE). LiDAR and Ortho data will be processed to survey control and Lumos will deliver bare-earth LAS file. This task is proposing to fly a defined area adjacent to Angel Camp along with a portion of the entire city boundary. The products of this effort are required to identify locations for surface geophysical survey and as a benefit the ortho photo will be used for the this project and planning of future infrastructure projects. Once the data has been processed, a digital elevation model (DEM) will be used to create a hill shade map using the geoprocessing tool “hillshade” to deliver a geotiff of the project area. The DEM hillshade map of the project area will be analyzed to identify lineaments for potential structural faults in the project area. Once the LiDAR/Ortho Survey is accomplished, Lumos will investigate potential lineaments identified on the LiDAR map and conduct a field reconnaissance for verification. The lineaments (potential faults) in the project area will be field investigated for determining the final targeted area(s) for the geophysical survey (Task-3).

Task 3 – Surface Geophysical Surveys.

This task will involve a specialized geophysical survey of the targeted area(s) identified from the LiDAR Survey and field reconnaissance work. The geophysical surface survey will target faults systems (and other potential aquifers) for determining geologic fault attitudes for focusing on drilling targets. The geophysical survey will consist of Radiometric Gamma Ray Scintillation Counting (RGRSC) survey and a Micro Seismic Resonance (MSR) system. The RGRSC survey is a passive system that measures the aggregate gamma emissions from subsurface rocks and soil. The signal is attenuated where water occurs in permeable (fractured) zones beneath the sensor, making it an excellent tool in conjunction with the MSR system to locate highly permeable (fracture) zones with high water content.

The MSR method detects structural weakness in rocks and can locate fracture zones with high accuracy down to depths of 3000 feet. The earth’s crust is always flexing due to the gravitational pull of other planets, lunar satellite (the moon), and rotation of the earth similar to how ocean tides are constantly in motion. These are known as earth tides. The flexing of the earth’s crust creates resonances that can be measured and interpreted to help identify structural weaknesses in rocks allowing for the location of fractures zone where groundwater is likely most concentrated and where groundwater preferentially flows through the subsurface.

Both survey techniques are compact and easily deployable, and 2D acoustic profiles showing strengths and weaknesses of the underlying stratigraphy can be produced rapidly in the field. The area of investigation can be narrowed down to final targets using this MSR system that provides 2D and 3D acoustic profiles of the lithology to review the structures highly prospective for groundwater.

Task 4 – Data Analysis & Geology/Hydrogeology Technical Memorandum (Partial)

Following the analysis of the previous tasks, Lumos will develop the first portion of the technical memorandum (tech memo) documenting the methods, practices and analysis for up to three (3) locations for drilling test holes on the project area. The partial tech memo will be provided to the client for review and comment. Once the client has provided all their comments, Lumos will schedule a virtual meeting to discuss the findings and address all the comments provided by the client. Once Lumos and the client are in agreement with the locations for the test wells, Lumos will proceed with the Task 5 in developing a Forest Service Construction Operating Plan.

Task 5 – Local Agency Permitting Support

The following local agencies may require permitting for the test holes:

- Calaveras County Health Department.

We understand that the well drilling Contractor will apply for and secure the drilling permits, and that permitting fees will be the responsibility of the Contractor. A National Pollution Discharge Elimination System (NPDES) permit may be required and will be the responsibility of the drilling contractor to obtain since they will be required to manage all fluids generated from the test hole locations. Lumos will provide limited permitting support on a T&M basis as requested by the Client, limited to providing technical answers/content for the permit applications if necessary.

Task 6 – Test Hole Drilling Project

Upon approvals for previous tasks, Lumos will prepare and complete an exploration test holes drilling program which includes preparation of bid documents with specifications, bidding, drilling contractor award notification, field data acquisition and testing. The exploration drilling program, by Lumos, shall include the following components:

- Specification of the acceptable drilling method for the exploration drilling and data acquisition.
- Preparation of a test hole drilling plan including technical specifications and subcontractor licensure requirements.
- Bid item schedule for unit costs for the exploration test hole drilling scope of work to be completed by the bidders.
- Preparation of contract documents.
- Notification and advertisement for drilling contractors.
- Addressing requests for information (RFIs) and addenda requested prior to the bidding deadline.
- Pre-bid site meeting.
- Review of submitted bid responses and recommendation to the client for award.
- Issuing notice of award letter on behalf of the client.
- Facilitating coordination and executing contract between the awarded drilling company and the client.
- Review and approval of drilling schedule.
- Pre-construction meeting (Virtual).
- Full time field observation and data acquisition during exploration test hole drilling by Lumos staff, including per diem and travel time to and from the project site.
- Collection, logging, and temporary storage of lithologic samples.

- Field water parameter measurements and documentation during drilling.
- Water quality samples and analysis by a Licensed and Certified Laboratory (lab analysis Inorganic chemicals, Secondary Drinking Water Standards, and Radionuclides will be paid for by Lumos. Any additional analysis and cost will be the responsibility of the Client).

Deliverables:

- Bid Documents, Specifications, Data Acquisition Documentation.

Assumptions/Exceptions:

- The pre-bid meeting will be held on the job site.
- The pre-construction meeting will be held virtually.
- The City will contract directly with the awarded drilling contractor.
- The contract documents will be either provided by the Client for integration into the bid documents or Lumos will provide a standard contract agreement for use by the Client.
- Preliminary estimates for the exploration test hole drilling project are anticipated to consist of the drilling of two (2) exploration test holes, each to a maximum total depth of 800 feet below ground level (ft bgl) if necessary. The number and depth of the boreholes will be based on data acquisition pending the findings of the geological/hydrogeologic investigation described in Task 5. The goal for this exploration test hole project is to identify the location with the highest potential for drilling a successful production well in the future.
- Lumos field representatives will travel to the project area during the duration of the drilling scope of work. The fees include costs and time associated with travel to and from the work location and per diem covering meals and lodging during the duration of drilling.
- Lumos will regularly communicate progress updates to the Client and oversight agencies (if required).

Task 7 – Data Analysis and Technical Memorandum (Final Report)

Under this task, Lumos will analyze the data and prepare the final technical memorandum summarizing the findings of the exploration test hole drilling project described in Task 8 followed by a possible recommendation for the production well location and preliminary well design in the future. A draft of this technical memorandum will be provided to the Client for their review and comments. Following the Client's review, Lumos will conduct a virtual meeting with the Client to address any questions or comments provided. Following the conclusion of the virtual meeting, Lumos will finalize the technical memorandum for the Client and incorporate any additional comments discussed during the meeting into the final technical memorandum.

Deliverables:

- Electronic PDF of the technical memorandum to be delivered to the Client and over-sight agencies (if required).

Assumptions/Exceptions:

- Recommendations for a future production well design should be considered preliminary. The final production well design will be determined and adjusted as necessary following field data acquisition and evaluation during the future drilling of the production well.

- There is a possibility that a recommended production well location may not be defined due to results from the exploration test hole drilling project analysis.

Task 8 – Reimbursables

Any fees or other associated project costs incurred by Lumos & Associates, Inc. for copies of previous plans or reports, additional mapping, permit fees paid by Lumos, and other unforeseen work tasks not provided in this proposal and/or reimbursable expenses shall be billed under this task on a Time & Material basis or expenses at cost plus 15%. Additional hard copies of technical reports, agency required document/plan set revisions, bid documents and specifications as requested by the Client will also be billed under this task on a time and materials basis in accordance with our current fee schedule.

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- Proposed improvements will be located in adjacent ranch lands with owner approvals. Therefore, submittal to agencies other than those listed in the scope of work will not be required.
- Water rights permitting and acquisition are not included in this scope of work.
- Any National Environmental Policy Act (NEPA) or California Environmental Quality Act (CEQA) requirements and policies which may include coordination and/or permitting, determination of categorical exclusions, determination of NEPA adequacy, and the production of an environmental assessment (EA) are NOT included in this proposal but may be added for an additional fee as agreed upon by the client and Lumos.
- No Cultural Resource Investigation is anticipated or scoped for this proposal.
- If an NPDES Permit is required, the responsibility will be put on the Client or drilling contractor to obtain and manage.

If any of these assumptions or exceptions are not true, Lumos reserves the right to provide the client with an amendment to this scope of work and cost to accomplish the unforeseen requirements.

Fees

The tasks described in the Scope of Work will be completed for the following fees. Time & Material Tasks (T&M) are noted for the specific tasks:

Task 1: Research and Geologic Field Reconnaissance (Fixed Fee).....	\$12,000
Task 2: LiDAR/Ortho Surveys (Fixed Fee).....	\$50,000
Task 3: Surface Geophysical Survey (Fixed Fee).....	\$35,500
Task 4: Data Analysis & Technical Memorandum - Partial (Fixed Fee).....	\$16,500
Task-5: Local Agency Permitting (T&M).....	\$9,500
Task 6: Test Well Drilling Project (T&M).....	\$131,000
Task 7: Data Analysis and Technical Memorandum – Final (Fixed Fee).....	\$27,500
Task 8: Reimbursables (T&M).....	TBD

Total Cost:.....\$282,000

If this proposal is acceptable, please execute the attached contract and provisions and return the same to our office. Any additional services requested but not covered by this Scope of Work can be provided with an addendum to this proposal. The attached Standard Provisions of Agreement are a part of this proposal. This proposal and its fees are good for a period of 60 days from the date of submittal.

Lumos & Associates, Inc. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos & Associates to provide you with this proposal. Please do not hesitate to call me if you have questions.

Sincerely,



Aaron Brusatori, P.E., Group Manager

Dan Stucky, P.E.; Engineering Director

CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 25-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGELS CAMP APPROVING TASK ORDER 9 WITH LUMOS & ASSOCIATES, INC. FOR GROUNDWATER EXPLORATION SERVICES TO DEVELOP A SECONDARY WATER SOURCE

WHEREAS, the City of Angels Camp currently relies on a surface water diversion through the Utica Water and Power Authority (UWPA) flume system as its primary municipal water supply; and

WHEREAS, in 2001 the Darby Fire destroyed significant portions of the UWPA flume, temporarily cutting off water to over 10,000 residents of Murphys and Angels Camp, highlighting the vulnerability of the City’s sole water source; and

WHEREAS, Senate Bill 552 (2021), the Small Water Systems and Rural Communities Drought and Water Shortage Contingency Planning and Risk Assessment Act, requires small water suppliers to establish a secondary water source to ensure reliable service during drought, wildfire, or other natural disasters; and

WHEREAS, the City of Angels Camp qualifies as a small water supplier under SB 552 and must comply with these requirements; and

WHEREAS, the City has requested a proposal from Lumos & Associates, Inc. to assist with groundwater exploration as a potential secondary water source; and

WHEREAS, Lumos & Associates has submitted a proposal dated August 21, 2025 (Task Order 9), with an estimated cost not to exceed \$282,000 to conduct groundwater exploration, surveys, permitting support, and test well drilling; and

WHEREAS, the City Council finds it in the public interest to proceed with the exploration of groundwater resources to enhance long-term water supply resiliency.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Angels Camp as follows:

1. The City Council hereby approves Task Order 9 with Lumos & Associates, Inc. for groundwater exploration services in an amount not to exceed \$282,000.
2. The City Administrator is authorized to execute the agreement and any related documents necessary to carry out the scope of work.
3. Funding for this project shall be provided from the City’s water enterprise fund and/or eligible grant funding sources as available.

PASSED AND ADOPTED by the City Council of the City of Angels Camp at a regular meeting held on this 7th day of October, 2025 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Michael Chimente, Mayor

Michelle Gonzalez, Deputy City Clerk



HOME OF THE JUMPING FROG

Date: 10/7/2025

Account Number	Account Description	Previous Budget Balance	Change Request Amount: Expense Inc/(Dec), Revenue (Inc)/Dec	New Budget Balance DB/(CR)
3510 81 4999 0000 0000	Transfer In From Reserve	\$ -	\$ (282,000.00)	\$ (282,000.00)
3510 81 6400 8103 0000	Professional Services	\$ -	\$ 282,000.00	\$ 282,000.00
				\$ -
3500 81 8000 0000 0000	Transfer to Water Capital Expansion		\$ 282,000.00	\$ 282,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total*		\$ -	282,000.00	\$ 282,000.00

Lumos & Associates Task Order 9 - Groundwater Exploration for Secondary Water Source

Date: _____

Date: _____

Date: _____

Date: _____

****Administrator must approve all budget adjustments not authorized by Council.**



CITY HALL

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

DATE: October 7, 2025

TO: City Council

FROM: Aaron Brusatori, City Engineer

RE: AMENDMENT NO. 1 TO THE 2025–2030 PAVEMENT MANAGEMENT PLAN AND ADOPTION OF RESOLUTION 25-80

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 25-80, approving Amendment No. 1 to the City of Angels 2025–2030 Pavement Management Plan (PMP).

BACKGROUND:

On September 16, 2025, the City Council adopted Resolution No. 25-71, approving the 2025–2030 Pavement Management Plan. The PMP provides a five-year program for roadway preservation and rehabilitation based on Pavement Condition Index (PCI) data from the StreetSaver® pavement management system.

Following adoption, staff identified necessary updates to project prioritization, treatment schedules, and funding allocations. These adjustments are incorporated into Amendment No. 1 to ensure the plan reflects current roadway conditions and budget realities.

DISCUSSION:

Amendment No. 1 introduces the following changes to the previously adopted PMP:

1. Treatment Schedule Adjustment:
 - The original PMP identified Chip Seal for FY 2027–28.
 - Amendment No. 1 revises this to a Stop Gap project, funded at \$300,000, covering approx. 65,000 square feet.
 - This adjustment reflects updated PCI analysis showing more localized failures requiring intensive repair rather than surface sealing.
2. Addition of “Unfunded Sections”:
 - The original PMP did not identify or cost out untreated roadways.
 - Amendment No. 1 adds a new Unfunded Sections chapter (pp. 13–17), including:
 - A citywide map highlighting untreated areas (page 14).
 - A detailed table with estimated deferred maintenance costs for untreated streets, categorized by PCI range and functional class (pp. 15–17).
 - This transparency helps Council plan for long-term funding needs beyond the 5-year cycle.

3. Candidate Street Lists and Maps:
- The candidate streets for each fiscal year (2025–2030) remain unchanged between the original PMP and Amendment No. 1 (pp. 8–12).

○ The amendment reaffirms these selections with updated mapping and labeling.
4. Policy Narrative:
- While the narrative remains consistent (StreetSaver® basis, PCI prioritization, cost-effectiveness focus), Amendment No. 1 emphasizes that Council priorities were refined after adoption and formalizes these refinements into the plan.

FISCAL IMPACT:

No new appropriations are required at this time. Projects remain funded through existing allocations: Highway Users Tax, Transient Occupancy Tax, Local Transportation Funds, and SB1. Documentation of unfunded roadway segments does not commit funds but highlights deferred maintenance costs for future consideration.

ATTACHMENTS:

1. Resolution No. 25-80 (Pavement Management Plan Amendment No. 1)
2. Amendment No. 1 – Pavement Management Plan (2025–2030)

CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 25-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGELS APPROVING AMENDMENT NO. 1 TO THE
2025–2030 PAVEMENT MANAGEMENT PLAN

WHEREAS, the City of Angels is responsible for maintaining a safe and reliable roadway network for residents, businesses, and visitors; and

WHEREAS, on September 16, 2025, the City Council adopted Resolution No. 25-71, approving the 2025–2030 Pavement Management Plan; and

WHEREAS, following adoption, staff identified necessary updates to project prioritization, treatment schedules, and funding allocations; and

WHEREAS, Amendment No. 1 revises the FY 2027–28 treatment from Chip Seal to Stop Gap in order to address more localized pavement failures requiring intensive repair; and

WHEREAS, Amendment No. 1 also introduces an Unfunded Sections analysis that identifies roadway segments not scheduled for treatment during this five-year cycle, along with associated deferred maintenance costs, to provide transparency and inform long-term planning; and

WHEREAS, the candidate street lists and maps for fiscal years 2025–2030 remain consistent with the original PMP, but have been reaffirmed and incorporated into Amendment No. 1; and

WHEREAS, adoption of Amendment No. 1 ensures the City’s Pavement Management Plan reflects current conditions, funding priorities, and continues to support eligibility for state and federal transportation funding;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Angels hereby approves Amendment No. 1 to the 2025–2030 Pavement Management Plan as the official update to the City’s roadway preservation and rehabilitation program.

PASSED AND ADOPTED this 7th day of October, 2025, by the following vote:

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

Michael Chimente, Mayor

Michelle Gonzalez, Deputy City Clerk



Angels Camp



5-Year Pavement Management Program 2025-2030

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Pavement Management Program Narrative

The City of Angels Camp 2025–2030 Pavement Management Plan (PMP) establishes a five-year program for the preservation and rehabilitation of the City’s roadway network. The PMP is driven by Pavement Condition Index (PCI) data maintained in the StreetSaver® pavement management system, which is used to evaluate pavement performance, identify candidate streets, and determine cost-effective maintenance and rehabilitation strategies.

The StreetSaver® system integrates field inspection data, treatment performance models, and unit cost data to generate project recommendations that maximize network condition within available funding. Given the City’s constrained budget, the PMP emphasizes strategies that extend pavement life at the lowest life-cycle cost, balancing preventive maintenance with the need to address localized structural deficiencies.

On an annual basis, City staff will review the recommended projects, refine priorities based on budget allocations and operational considerations, and present the program to the City Council for consideration and adoption.

Program Summary

The five-year Pavement Management Plan provides the City Council with a comprehensive assessment of roadway conditions citywide and identifies candidate projects to address pavement deficiencies.

Recommended projects within the five-year period focus on applying cost-effective surface treatments to correct localized failures and extend the service life of the roadway network.

Treatment Types

Chip Seal – Chip Seal refers to a road surface treatment where a layer of asphalt emulsion is applied to the road surface, followed by a layer of crushed stone aggregate (chips). The chips are then embedded into the asphalt by rollers, creating a durable, skid-resistant surface. This is more intensive than a Slurry Seal.

Crack Filling – Crack Filling is a process where cracks in the road are sealed to reduce intrusion of water into the base section, which can accelerate structural failure. Crack Filling is an annual treatment that can be applied by City crews or a contractor prior to a pavement management project.

Rapid Set Slurry Seal - Rapid-set slurry seal is a pavement maintenance treatment that utilizes a quick-setting asphalt emulsion, aggregate, and other additives to create a durable, skid-resistant surface. This application extends the life of the paved surface up to 8 years. Depending on existing roadway conditions, up to three applications of slurry seal can be applied before a more intensive mill and overlay is recommended.

Mill and Overlay – Mill and Overlay is a pavement maintenance treatment that removes 1.5” paved surface and replaces it with a new asphalt layer.

Stop Gap – Stop Gap projects include various methods of more intensive asphalt repair. The intent of a Stop Gap project is to perform repairs to as many areas as possible with available budget. Stop Gap effort may include full depth replacement of failed areas, replacement of cold patch with hot mix asphalt, mill and fill operations to address block cracking and or severely alligatored pavement sections.

This treatment is more intense than a slurry seal. It is recommended that a Rapid Set Slurry Seal be applied within a year after a stop gap project.

Reconstruction – Reconstruction projects rebuild the pavement structure to a new condition. When the decay of a road advances to poor or very poor, reconstruction is the recommended treatment. A reconstruction would consist of replacing all asphalt, base, and possibly subgrade materials. This is the most expensive treatment option.

The projects and budgets proposed for the 5-year planning period include:

5-Year Pavement Management Plan Budget				
Year	Project Type	Budget	Estimated Treatment Area (sf)	% of Network
25/26	Stop Gap	\$ 355,000	78,000	Varies
26/27	Rapid Setting Slurry	\$ 300,000	600,000	18.00%
27/28	Stop Gap	\$ 300,000	65,000	Varies
28/29	Chip Seal	\$ 300,000	375,000	11.00%
29/30	Stop Gap	\$ 300,000	65,000	Varies

Project Prioritization

Project prioritization was based the pavement condition index (2019) and functional classification. The proposed treatments intend to address localized failures and preserve the surface.

Revenue Sources

The following funding sources have been identified for delivery of Pavement Management Projects.

- **Highway Users Tax** (Gas Tax – HUTA)
- **Transient Occupancy Tax** (TOT- Roads)
- **Local Transportation Funds** (LTF)
- **SB 1- Road Maintenance and Rehabilitation Account** (RMRA)

Unfunded Sections

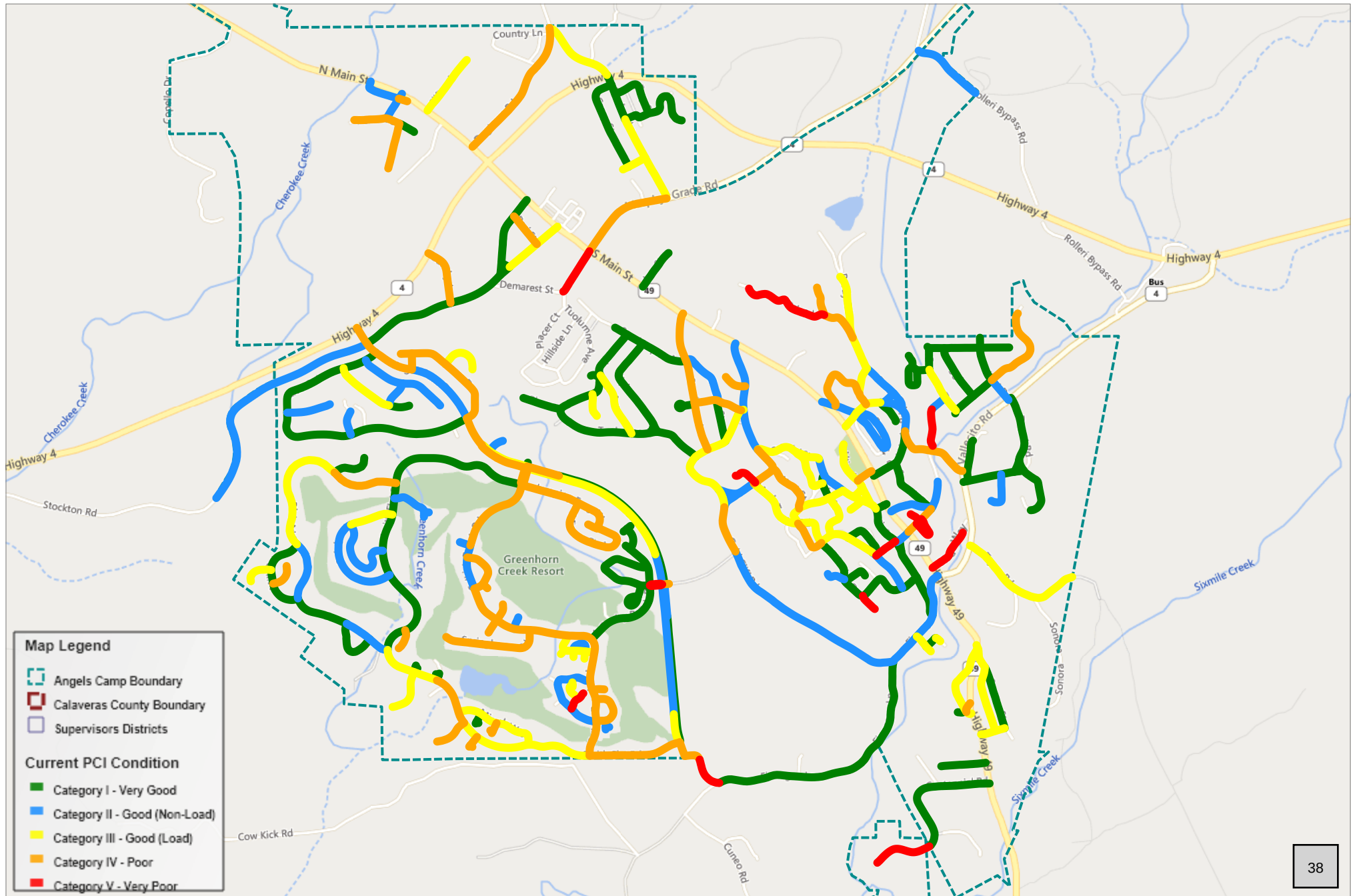
The unfunded sections are those that are not identified to receive treatment with this 5 year plan.

Pavement Condition Index



Current PCI Condition

Printed: 8/26/2025



Pavement Management Projects



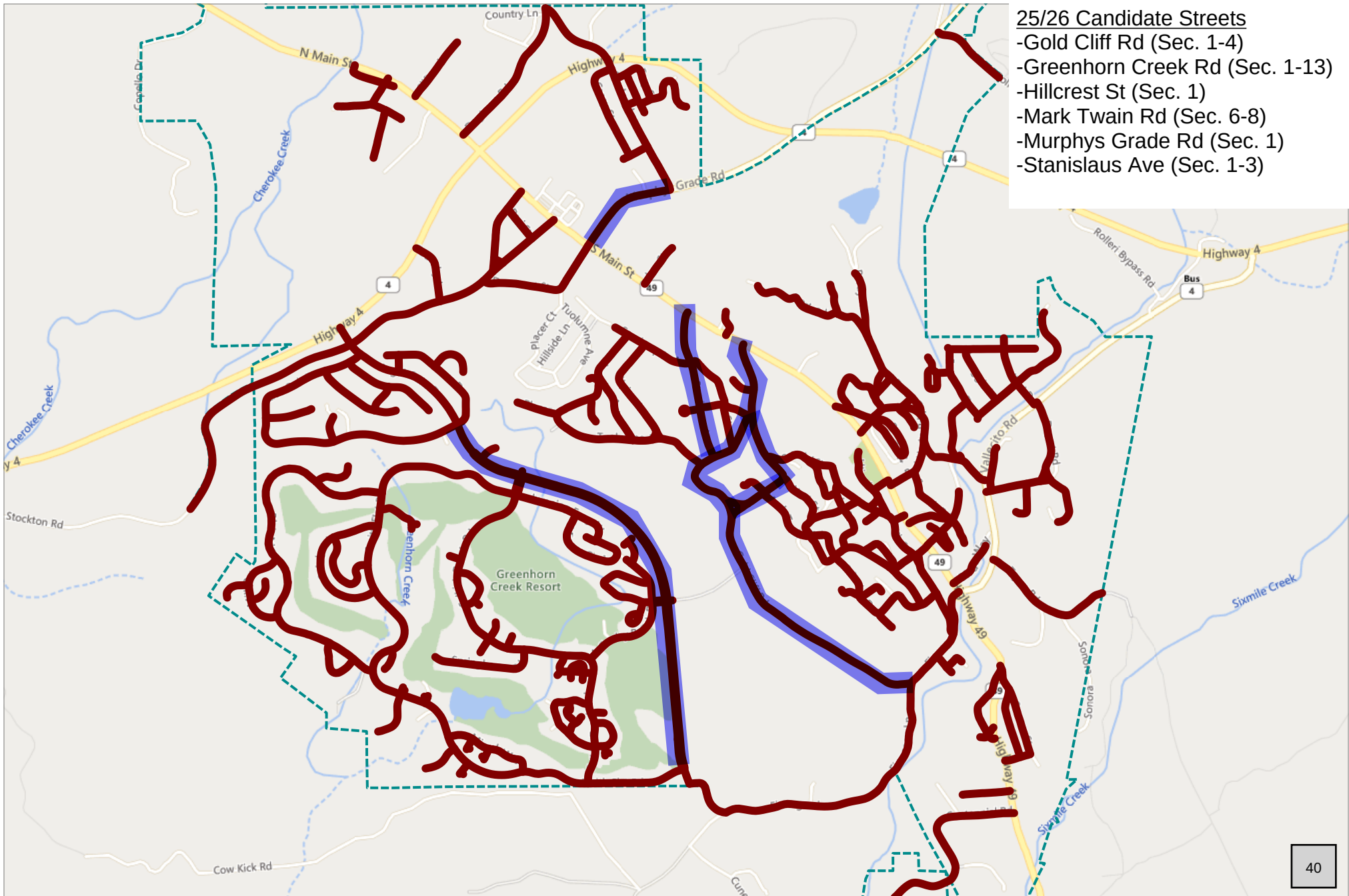
Angels Camp

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Section 10, Item B.

25/26 Candidate Streets

- Gold Cliff Rd (Sec. 1-4)
- Greenhorn Creek Rd (Sec. 1-13)
- Hillcrest St (Sec. 1)
- Mark Twain Rd (Sec. 6-8)
- Murphys Grade Rd (Sec. 1)
- Stanislaus Ave (Sec. 1-3)





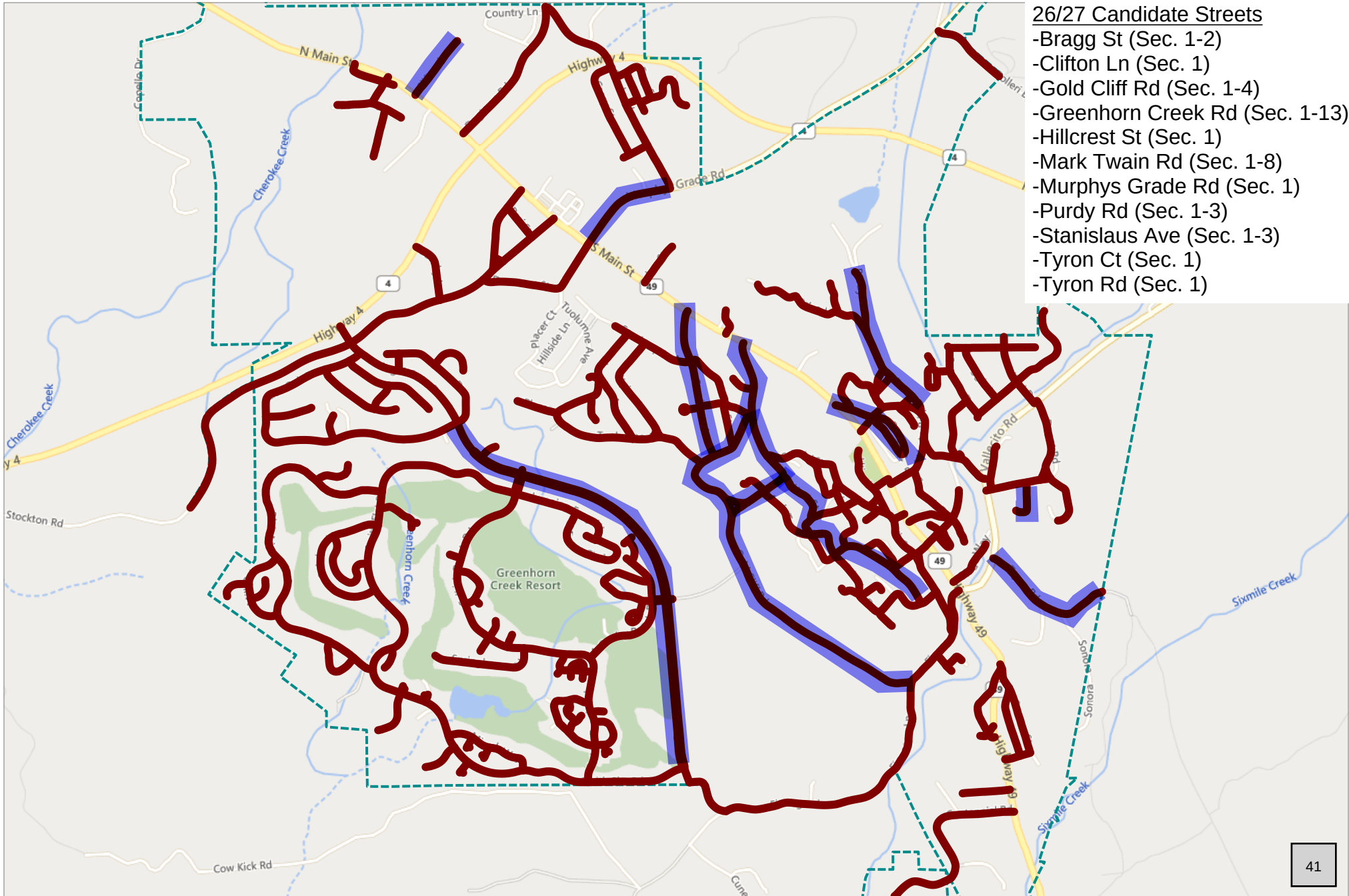
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Section 10, Item B.

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26/27 Candidate Streets

- Bragg St (Sec. 1-2)
- Clifton Ln (Sec. 1)
- Gold Cliff Rd (Sec. 1-4)
- Greenhorn Creek Rd (Sec. 1-13)
- Hillcrest St (Sec. 1)
- Mark Twain Rd (Sec. 1-8)
- Murphys Grade Rd (Sec. 1)
- Purdy Rd (Sec. 1-3)
- Stanislaus Ave (Sec. 1-3)
- Tyron Ct (Sec. 1)
- Tyron Rd (Sec. 1)





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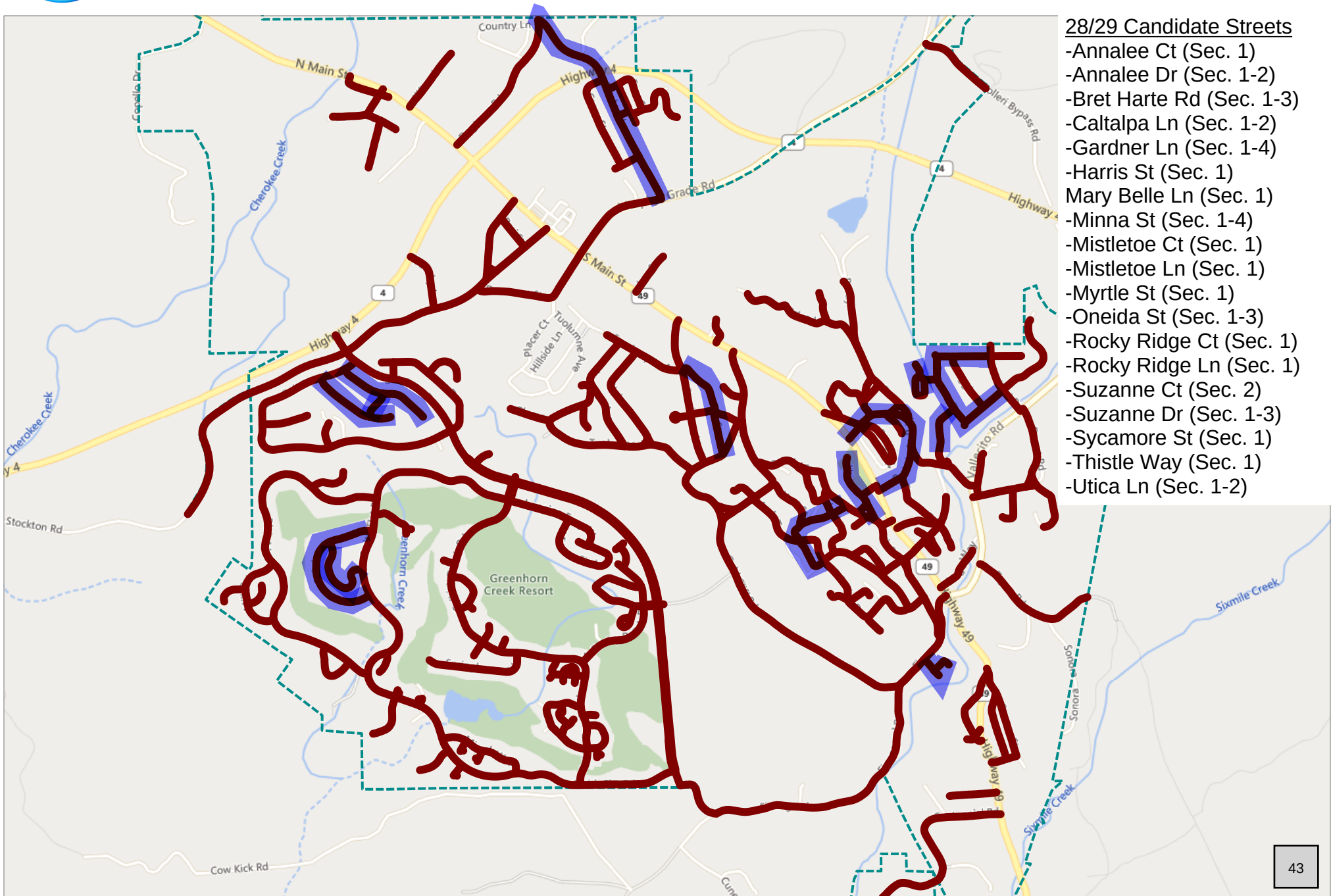


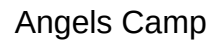


Angels Camp

Section 10, Item B.

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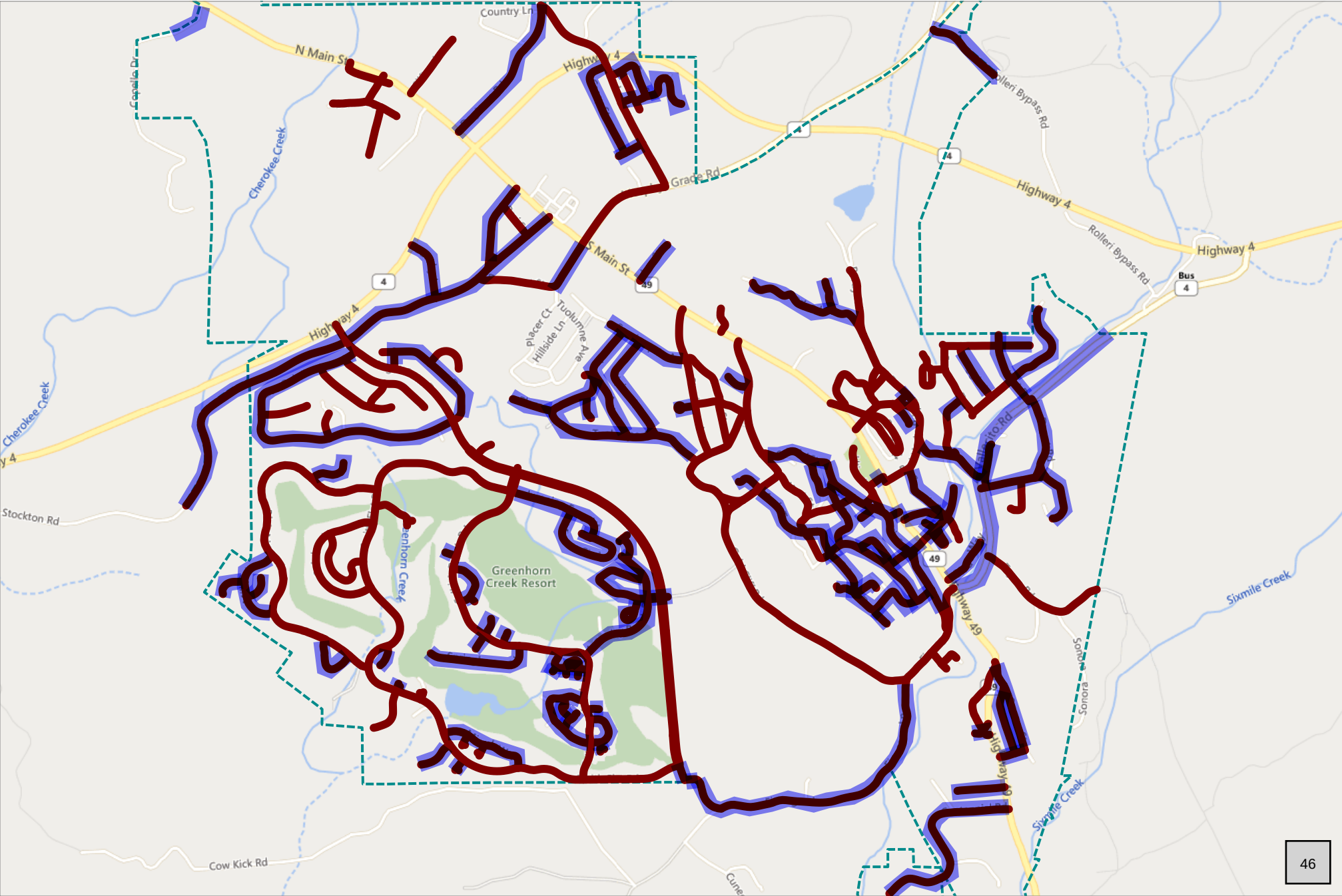




Unfunded Sections



UNFUNDED SECTIONS MAP



Angels Camp

Remaining Section Cost Estimations

											PCI Range	100-70	69-50	49-0
Street ID	Section ID	Road Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	Remaining Life	PM Estimated Cost (\$0.5/SF)	CM Estimated Cost (\$2/SF)	Reconstruct Estimated Cost (\$15/SF)
ACORNDR	0010	ACORN DR	GREENHORN CREEK RD	LEAF CT	890	27	24,030	R - Residential/Local	A - AC	49	9.25	\$ -	\$ -	\$ 360,450.00
ACORNDR	0020	ACORN DR	LEAF CT	CDS (NW) & ANGELS OAKS RD	816	27	22,032	R - Residential/Local	A - AC	25	0.16	\$ -	\$ -	\$ 330,480.00
ALPINEAV	0010	ALPINE AV	ALPINE AV (S-END FORK)	TUOLUMNE AV (W)	129	69	8,901	R - Residential/Local	A - AC	79	25.46	\$ 4,450.50	\$ -	\$ -
ALPINEAV	0020	ALPINE AV	TUOLUMNE AV (E)	SAN JOAQUIN AV	1,390	30	41,700	R - Residential/Local	A - AC	72	21.25	\$ 20,850.00	\$ -	\$ -
AMADORA V	0010	AMADOR AV	TUOLUMNE AV (S)	TUOLUMNE AV (N)	845	21	17,745	R - Residential/Local	A - AC	68	18.70	\$ -	\$ 35,490.00	\$ -
AMADORA V	0020	AMADOR AV	TUOLUMNE AV (N)	SAN JOAQUIN AV	648	24	15,552	R - Residential/Local	A - AC	77	24.34	\$ 7,776.00	\$ -	\$ -
AVEYPL	0010	AVEY PL	CDS (W)	TUOLUMNE AV	123	33	4,059	R - Residential/Local	A - AC	80	25.96	\$ 2,029.50	\$ -	\$ -
AVYRDGTL	0010	AVEY RIDGE TL	EASY ST	END (E) (PRV DW)	788	13	10,244	R - Residential/Local	A - AC	71	20.61	\$ 5,122.00	\$ -	\$ -
BADGERCT	0010	BADGER CT	TRAFFIC CIRCLE (W- END)	STANISLAUS AV	326	24	7,824	R - Residential/Local	A - AC	77	24.34	\$ 3,912.00	\$ -	\$ -
BARDENST	0010	BARDEN ST	RASBERRY LN	END (NW) (WALL)	142	18	2,556	R - Residential/Local	A - AC	0	0.00	\$ -	\$ -	\$ 38,340.00
BIRDSWY	0010	BIRDS WY	HWY 49 (MAIN ST)	END (NE) (PRV DW)	603	15	9,045	R - Residential/Local	A - AC	5	0.00	\$ -	\$ -	\$ 135,675.00
BOOSTRW Y	0010	BOOSTER WY	BRET HARTE RD	VALLECITO RD	973	18	17,514	R - Residential/Local	A - AC	40	5.33	\$ -	\$ -	\$ 262,710.00
BUSHST	0010	BUSH ST	FINNEGAN LN	MARK TWAIN RD	534	10	5,340	R - Residential/Local	A - AC	79	25.45	\$ 2,670.00	\$ -	\$ -
BUSHST	0020	BUSH ST	MARK TWAIN RD	HARDSCRABBLE ST	528	18	9,504	R - Residential/Local	A - AC	76	23.75	\$ 4,752.00	\$ -	\$ -
BUSHST	0030	BUSH ST	BUST ST (SPLIT)	PINE ST	658	12	7,896	R - Residential/Local	A - AC	73	21.89	\$ 3,948.00	\$ -	\$ -
BUSHST	0050	BUSH ST	PINE ST	MINNA ST	482	18	8,676	R - Residential/Local	A - AC	58	13.17	\$ -	\$ 17,352.00	\$ -
BUSHST	0060	BUSH ST	MINNA ST	CRYSTAL ST	526	18	9,468	R - Residential/Local	A - AC	61	14.96	\$ -	\$ 18,936.00	\$ -
BUSHST	0200	BUSH ST	MARK TWAIN RD	END (NW)	289	15	4,335	R - Residential/Local	A - AC	29	1.47	\$ -	\$ -	\$ 65,025.00
CASEYST	0010	CASEY ST	HOLLY ST	GARDNER LN	1,247	30	37,410	R - Residential/Local	A - AC	80	25.96	\$ 18,705.00	\$ -	\$ -
CNTNLLN	0010	CENTENNIAL LN	WASTE WATER TREATMENT PLANT	HWY 49 (MAIN ST)	1,679	15	25,185	R - Residential/Local	A - AC	76	23.75	\$ 12,592.50	\$ -	\$ -
CHMYHLCT	0010	CHIMNEY HILL CT	CDS (S)	SELKIRK RANCH RD	191	21	4,011	R - Residential/Local	A - AC	46	8.07	\$ -	\$ -	\$ 60,165.00
CHURCHS T	0100	CHURCH ST	MAIN ST S	SUMMIT RD	511	12	6,132	R - Residential/Local	A - AC	66	17.43	\$ -	\$ 12,264.00	\$ -
CRRALLP	0010	CORRAL LOOP	BLAIR MINE RD (SE)	BLAIR MINE RD (NW)	678	18	12,204	R - Residential/Local	A - AC	72	21.25	\$ 6,102.00	\$ -	\$ -
CRYSTLST	0010	CRYSTAL ST	MARK TWAIN RD	BUSH ST	834	18	15,012	R - Residential/Local	A - AC	62	15.57	\$ -	\$ 30,024.00	\$ -
DADSRD	0010	DADS RD	PURDY RD	KIDS CT	505	12	6,060	R - Residential/Local	A - AC	47	8.65	\$ -	\$ -	\$ 90,900.00
DADSRD	0020	DADS RD	KIDS CT	END (NW)	1,102	12	13,224	R - Residential/Local	A - AC	0	0.00	\$ -	\$ -	\$ 198,360.00
DMARSTST	0020	DEMAREST ST	BIG HORN MOBLE HOME PARK	HWY 49 (MAIN ST)	610	24	14,640	R - Residential/Local	A - AC	24	0.00	\$ -	\$ -	\$ 219,600.00
DEPOTRD	0010	DEPOT RD	VALLECITO RD (S)	MOOSE TL	777	20	15,540	R - Residential/Local	A - AC	76	23.75	\$ 7,770.00	\$ -	\$ -
DEPOTRD	0020	DEPOT RD	140FT W MOOSE TL (S)	MOOSE TL (N)	162	12	1,944	R - Residential/Local	A - AC	77	24.34	\$ 972.00	\$ -	\$ -
DEPOTRD	0030	DEPOT RD	MOOSE TL (N)	VALLECITO RD (N)	830	20	16,600	R - Residential/Local	A - AC	70	19.97	\$ 8,300.00	\$ -	\$ -
DVGGIOLN	0010	DEVEGGIO LN	SUZANNE DR	SUZANNE DR	722	24	17,328	R - Residential/Local	A - AC	80	26.43	\$ 8,664.00	\$ -	\$ -
DOGTWNR D	0010	DOGTOWN RD	HWY 49 (MAIN ST N) (S)	COUNTRY LN	1,321	21	27,741	A - Arterial	A - AC	46	5.70	\$ -	\$ -	\$ 416,115.00
DOGTWNR D	0020	DOGTOWN RD	COUNTRY LN	GARDNER LN	529	27	14,283	A - Arterial	A - AC	38	3.41	\$ -	\$ -	\$ 214,245.00
EASYST	0010	EASY ST	GARDNER LN (S)	GARDNER LN (N)	1,020	24	24,480	R - Residential/Local	A - AC	78	24.91	\$ 12,240.00	\$ -	\$ -
ECHOST	0010	ECHO ST	MARK TWAIN RD	MINNA ST	581	12	6,972	R - Residential/Local	A - AC	60	14.36	\$ -	\$ 13,944.00	\$ -
ECHOST	0020	ECHO ST	MINNA ST	BUSH ST	316	16	5,056	R - Residential/Local	A - AC	71	20.61	\$ 2,528.00	\$ -	\$ -
EDGWDLP	0010	EDGEWOOD LOOP	LOOP (S)	SPYGLASS CR	535	12	6,420	R - Residential/Local	A - AC	82	27.51	\$ 3,210.00	\$ -	\$ -
ELDRADCT	0010	EL DORADO CT	BLAIR MINE RD	CDS (NE)	488	18	8,784	R - Residential/Local	A - AC	77	24.34	\$ 4,392.00	\$ -	\$ -
EMRGNCAC	0010	EMERGENCY ACCESS	GREENHORN CREEK RD	FINNEGAN CT (PRV DW)	206	12	2,472	R - Residential/Local	A - AC	34	3.08	\$ -	\$ -	\$ 37,080.00
EMPIRECT	0010	EMPIRE CT	END (SW)	GREENSTONE WY	71	18	1,278	R - Residential/Local	A - AC	58	13.17	\$ -	\$ 2,556.00	\$ -
FARVWDR	0010	FAIRVIEW DR	OAK CT	MARK TWAIN RD	979	18	17,622	R - Residential/Local	A - AC	70	19.97	\$ 8,811.00	\$ -	\$ -
FARVWPL	0010	FAIRVIEW PL	CDS (SE)	FAIRVIEW DR	230	24	5,520	R - Residential/Local	A - AC	10	0.00	\$ -	\$ -	\$ 82,800.00
FARVWST	0010	FAIRVIEW ST	OAK CT	MARK TWAIN RD	580	18	10,440	R - Residential/Local	A - AC	77	24.34	\$ 5,220.00	\$ -	\$ -
FIDDLRCT	0010	FIDDLER CT	CDS (W)	SELKIRK RANCH RD	141	21	2,961	R - Residential/Local	A - AC	66	17.43	\$ -	\$ 5,922.00	\$ -
FNNGANCT	0010	FINNEGAN CT	FINNEGAN LN	EMERGENCY ACCESS (PRV DW)	425	15	6,375	R - Residential/Local	A - AC	0	0.00	\$ -	\$ -	\$ 95,625.00
FNNGANLN	0020	FINNEGAN LN	FINNEGAN CT	GOLD CLIFF RD	3,274	18	58,932	R - Residential/Local	A - AC	71	20.94	\$ 29,466.00	\$ -	\$ -
FNNGANLN	0040	FINNEGAN LN	GOLD CLIFF RD	HWY 49 (MAIN ST)	1,308	24	31,392	C - Collector	A - AC	64	9.57	\$ -	\$ 62,784.00	\$ -
FTHLLVDR	0010	FOOTHILL VILLAGE DR	KURT DR	END (N) (PARKING LOT)	1,164	27	31,428	R - Residential/Local	A - AC	29	1.47	\$ -	\$ -	\$ 471,420.00

Street ID	Section ID	Road Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	PCI Range	100-70	69-50	49-0
											Remaining Life	PM Estimated Cost (\$0.5/SF)	CM Estimated Cost (\$2/SF)	Reconstruct Estimated Cost (\$15/SF)
FONDRYLN	0010	FOUNDRY LN	STOCKTON RD	100 FOUNDRY LN (PRV DW)	449	24	10,776	R - Residential/Local	A - AC	32	2.38	\$ -	\$ -	\$ 161,640.00
FONDRYLN	0020	FOUNDRY LN	100 FOUNDRY LN (PRV DW)	HWY 4	297	36	10,692	R - Residential/Local	A - AC	41	5.86	\$ -	\$ -	\$ 160,380.00
GRNSTNW Y	0010	GREENSTONE WY	SELKIRK RANCH RD (SE)	SELKIRK RANCH RD (NW)	584	18	10,512	R - Residential/Local	A - AC	51	9.80	\$ -	\$ 21,024.00	\$ -
GRNDNGR D	0010	GRINDING ROCK RD	SELKIRK RANCH RD (S)	SELKIRK RANCH RD (N)	1,198	18	21,564	R - Residential/Local	A - AC	55	12.02	\$ -	\$ 43,128.00	\$ -
HRDSCRST	0020	HARDSCRABBLE ST	BUSH ST	HWY 49 (MAIN ST)	205	26	5,330	R - Residential/Local	A - AC	63	16.18	\$ -	\$ 10,660.00	\$ -
HENRYPL	0010	HENRY PL	SE-END (PRV DW)	BRET HARTE RD	313	12	3,756	R - Residential/Local	A - AC	74	22.52	\$ 1,878.00	\$ -	\$ -
HGHLNDAL	0010	HIGHLAND AL	ECHO ST	CRYSTAL ST	631	12	7,572	R - Residential/Local	A - AC	52	10.35	\$ -	\$ 15,144.00	\$ -
HLLCRSCT	0010	HILLCREST CT	MARK TWAIN RD	NORTH END	307	12	3,684	R - Residential/Local	A - AC	5	0.00	\$ -	\$ -	\$ 55,260.00
HLLSDCT	0010	HILLSIDE CT	CDS (S)	TUOLUMNE AV	294	21	6,174	R - Residential/Local	A - AC	68	18.70	\$ -	\$ 12,348.00	\$ -
HOLLYST	0010	HOLLY ST	END (SW)	GARDNER LN	320	24	7,680	R - Residential/Local	A - AC	69	19.33	\$ -	\$ 15,360.00	\$ -
IRNWDCT	0100	IRON WOOD CT	MCCAULEY RANCH RD	END (NE & SW)	406	18	7,308	R - Residential/Local	A - AC	83	27.74	\$ 3,654.00	\$ -	\$ -
JMPGFGW Y	0010	JUMPING FROG WY	SELKIRK RANCH RD	MINERS CR	1,236	22	27,192	R - Residential/Local	A - AC	36	3.82	\$ -	\$ -	\$ 407,880.00
KIDSC T	0010	KIDS CT	DADS RD	END (N) (PRV DW)	363	9	3,267	R - Residential/Local	A - AC	28	1.03	\$ -	\$ -	\$ 49,005.00
KURTD R	0010	KURT DR	VALLECITO RD	FOOTHILL VILLAGE DR	329	27	8,883	R - Residential/Local	A - AC	67	18.06	\$ -	\$ 17,766.00	\$ -
KURTD R	0020	KURT DR	FOOTHILL VILLAGE DR	END (N) (BLOCKED)	570	33	18,810	R - Residential/Local	A - AC	72	21.25	\$ 9,405.00	\$ -	\$ -
LEELN	0010	LEE LN	HWY 49 (MAIN ST)	END (NE) (PRV DW)	538	20	10,760	R - Residential/Local	A - AC	78	24.91	\$ 5,380.00	\$ -	\$ -
LGHTNRPL	0010	LIGHTNER PL	END (SW)	SMITH FLAT RD	192	24	4,608	R - Residential/Local	A - AC	38	4.82	\$ -	\$ -	\$ 69,120.00
LINDSYCT	0010	LINDSAY CT	SELKIRK RANCH RD	CDS (N)	158	21	3,318	R - Residential/Local	A - AC	67	18.06	\$ -	\$ 6,636.00	\$ -
LIVEOKDR	0010	LIVE OAK DR	ANGELS OAKS RD (S)	LAKEVIEW CT	1,530	30	45,900	R - Residential/Local	A - AC	73	21.89	\$ 22,950.00	\$ -	\$ -
LIVEOKDR	0020	LIVE OAK DR	LAKEVIEW CT	LIVE OAK CT	1,074	30	32,220	R - Residential/Local	A - AC	75	23.14	\$ 16,110.00	\$ -	\$ -
LIVEOKDR	0030	LIVE OAK DR	LIVE OAK CT	ANGELS OAKS RD	1,472	30	44,160	R - Residential/Local	A - AC	71	20.61	\$ 22,080.00	\$ -	\$ -
LOVEST	0010	LOVE ST	MARK TWAIN RD (S)	370FT NW MARKTWAIN RD (S) (WID	370	10	3,700	R - Residential/Local	A - AC	75	23.14	\$ 1,850.00	\$ -	\$ -
LOVEST	0020	LOVE ST	370FT NW MARKTWAIN RD (S) (WID	MARK TWAIN RD (N)	187	16	2,992	R - Residential/Local	A - AC	70	19.97	\$ 1,496.00	\$ -	\$ -
MDISONCT	0010	MADISON CT	END (S)	GREENSTONE WY	82	18	1,476	R - Residential/Local	A - AC	58	13.17	\$ -	\$ 2,952.00	\$ -
MRKTWNR D	0010	MARK TWAIN RD	BUSH ST	FAIRVIEW DR	232	13	3,016	R - Residential/Local	A - AC	73	21.89	\$ 1,508.00	\$ -	\$ -
MRKTWNR D	0020	MARK TWAIN RD	FAIRVIEW DR	LOVE ST (S)	594	20	11,880	R - Residential/Local	A - AC	66	17.43	\$ -	\$ 23,760.00	\$ -
MRKTWNR D	0030	MARK TWAIN RD	LOVE ST (S)	FAIRVIEW ST	747	20	14,940	R - Residential/Local	A - AC	69	19.33	\$ -	\$ 29,880.00	\$ -
MRKTWNR D	0040	MARK TWAIN RD	FAIRVIEW ST	MINNA ST (N)	465	20	9,300	R - Residential/Local	A - AC	61	14.96	\$ -	\$ 18,600.00	\$ -
MRKTWNR D	0050	MARK TWAIN RD	MINNA ST (N)	HILLCREST ST	802	22	17,644	R - Residential/Local	A - AC	60	14.36	\$ -	\$ 35,288.00	\$ -
MRTINST	0010	MARTINA ST	HWY 49 (MAIN ST)	SONORA ST	312	12	3,744	R - Residential/Local	A - AC	54	11.45	\$ -	\$ 7,488.00	\$ -
MAYORD	0010	MAYO RD	HWY 49 (MAIN ST) (N)	PARK AV	131	13	1,703	R - Residential/Local	A - AC	43	6.94	\$ -	\$ -	\$ 25,545.00
MAYORD	0020	MAYO RD	END (W)	PARK AV	185	15	2,775	R - Residential/Local	A - AC	72	21.25	\$ 1,387.50	\$ -	\$ -
MCLRNHR D	0010	MCCAULEY RANCH RD	SELKIRK RANCH RD	MCCAULEY RANCH RD	1,116	22	24,552	R - Residential/Local	A - AC	80	26.43	\$ 12,276.00	\$ -	\$ -
MCLRNHR D	0020	MCCAULEY RANCH RD	MCCAULEY RANCH RD	GREENHORN CREEK RD	162	12	1,944	C - Collector	A - AC	1	0.00	\$ -	\$ -	\$ 29,160.00
MCLRNHR D	0030	MCCAULEY RANCH RD	GREENHORN CREEK RD	END (E) (BLOCKED)	89	22	1,958	C - Collector	A - AC	25	0.07	\$ -	\$ -	\$ 29,370.00
MCLRNHR D	0040	MCCAULEY RANCH RD	GREENHORN CREEK RD	MCCAULEY RANCH RD	163	12	1,956	C - Collector	A - AC	21	0.00	\$ -	\$ -	\$ 29,340.00
MCCALYRD	0200	MCCAULEY RD	MCCAULEY RANCH RD	END (NW) (GATE)	628	22	13,816	R - Residential/Local	A - AC	82	27.22	\$ 6,908.00	\$ -	\$ -
MILLCT	0010	MILL CT	CDS (SW)	MILL RD	357	18	6,426	R - Residential/Local	A - AC	67	18.06	\$ -	\$ 12,852.00	\$ -
MILLRD	0010	MILL RD	BLAIR MINE RD (S)	MILL CT	599	18	10,782	R - Residential/Local	A - AC	76	23.75	\$ 5,391.00	\$ -	\$ -
MILLRD	0020	MILL RD	MILL CT	BLAIR MINE RD (N)	496	18	8,928	R - Residential/Local	A - AC	70	19.97	\$ 4,464.00	\$ -	\$ -
MINARDST	0010	MINARD ST	END (SW)	BUSH ST	186	12	2,232	R - Residential/Local	A - AC	69	19.33	\$ -	\$ 4,464.00	\$ -
MINERSCR	0010	MINERS CR	JUMPING FROG WY (W)	JUMPING FROG WY (E)	1,369	20	27,380	R - Residential/Local	A - AC	34	3.33	\$ -	\$ -	\$ 410,700.00
MINERSCR	0020	MINERS CR	JUMPING FROG WY (E)	END (NW)	120	16	1,920	R - Residential/Local	A - AC	28	1.03	\$ -	\$ -	\$ 28,800.00
MIWUKWY	0010	MIWUK WY	SMITH FLAT RD (W)	ALAWA PL	531	18	9,558	R - Residential/Local	A - AC	58	13.17	\$ -	\$ 19,116.00	\$ -
MIWUKWY	0020	MIWUK WY	ALAWA PL	SMITH FLAT RD (E)	554	18	9,972	R - Residential/Local	A - AC	55	12.02	\$ -	\$ 19,944.00	\$ -
MNTVRDST	0010	MONTE VERDA ST	STOCKTON RD (SW & NE ENDS)	580FT N STOCKTON RD (SW) (UTLP	697	21	14,637	R - Residential/Local	A - AC	80	25.96	\$ 7,318.50	\$ -	\$ -
MNTVRDST	0020	MONTE VERDA ST	580FT N STOCKTON RD (SW) (UTLP	HWY 49 (MAIN ST)	468	40	18,720	R - Residential/Local	A - AC	76	23.75	\$ 9,360.00	\$ -	\$ -
MOOSETL	0010	MOOSE TL	END (S) (PRV DW)	DEPOT RD	814	12	9,768	R - Residential/Local	A - AC	82	27.22	\$ 4,884.00	\$ -	\$ -
MOUNTNV W	0010	MOUNTAIN VIEW	MARTINA ST	SONORA ST	838	12	10,056	R - Residential/Local	A - AC	61	14.96	\$ -	\$ 20,112.00	\$ -
NRTHSTLP	0010	NORTH STAR LP	GREENSTONE WY (W)	GREENSTONE WY (E)	287	12	3,444	R - Residential/Local	A - AC	65	16.80	\$ -	\$ 6,888.00	\$ -
OAKCT	0010	OAK CT	END (NE) (PRV DW)	FAIRVIEW ST	241	18	4,338	R - Residential/Local	A - AC	54	11.45	\$ -	\$ 8,676.00	\$ -
OAKPL	0010	OAK PL	FAIRVIEW DR	END (NE) (PRV DW)	317	18	5,706	R - Residential/Local	A - AC	79	25.45	\$ 2,853.00	\$ -	\$ -

Street ID	Section ID	Road Name	From	To	Length	Width	Area	Functional Class	Surface Type	Current PCI	PCI Range	100-70	69-50	49-0
											Remaining Life	PM Estimated Cost (\$0.5/SF)	CM Estimated Cost (\$2/SF)	Reconstruct Estimated Cost (\$15/SF)
OLDVLCRD	0010	OLD VALLECITO RD	DEPOT RD	END (N) (GATE)	521	15	7,815	R - Residential/Local	A - AC	79	25.45	\$ 3,907.50	\$ -	\$ -
OLIVIAPL	0010	OLIVIA PL	SMITH FLAT RD	END (NE)	116	24	2,784	R - Residential/Local	A - AC	72	21.25	\$ 1,392.00	\$ -	\$ -
PRLNATER	0010	PERLINA TERRACE	CDS (SW)	SMITH FLAT RD	260	21	5,460	R - Residential/Local	A - AC	34	3.33	\$ -	\$ -	\$ 81,900.00
PLTKNBCT	0010	PILOT KNOB CT	END (S)	GREENSTONE WY	94	18	1,692	R - Residential/Local	A - AC	58	13.17	\$ -	\$ 3,384.00	\$ -
PINEST	0200	PINE ST	BUSH ST	HWY 49 (MAIN ST)	151	24	3,624	R - Residential/Local	A - AC	73	21.89	\$ 1,812.00	\$ -	\$ -
PNRMNCT	0010	PIONEER MINE CT	END (SE)	TRIPLE LODE DR	160	18	2,880	R - Residential/Local	A - AC	50	9.86	\$ -	\$ 5,760.00	\$ -
PLACERAV	0010	PLACER AV	END (W) (PRV DW)	TUOLUMNE AV	498	21	10,458	R - Residential/Local	A - AC	78	24.91	\$ 5,229.00	\$ -	\$ -
PRSPCTCT	0010	PROSPECT CT	MILL RD	CDS (NE)	324	18	5,832	R - Residential/Local	A - AC	42	6.40	\$ -	\$ -	\$ 87,480.00
QRTZMNC T	0010	QUARTZ MINE CT	SELKIRK RANCH RD	END (E)	152	18	2,736	R - Residential/Local	A - AC	42	6.40	\$ -	\$ -	\$ 41,040.00
RAGGIOCT	0010	RAGGIO CT	CDS (SW)	SMITH FLAT RD	433	21	9,093	R - Residential/Local	A - AC	37	4.31	\$ -	\$ -	\$ 136,395.00
RAMRNLN	0010	RAMORINI LN	END (W)	HWY 49 (MAIN ST)	566	22	12,452	R - Residential/Local	A - AC	72	21.25	\$ 6,226.00	\$ -	\$ -
RSBRRYLN	0010	RASBERRY LN	HWY 49 (MAIN ST)	SUMMIT RD	409	20	8,180	R - Residential/Local	A - AC	42	6.40	\$ -	\$ -	\$ 122,700.00
RSBRRYLN	0020	RASBERRY LN	SUMMIT RD	END (N) (PARKING LOT)	363	12	4,356	R - Residential/Local	A - AC	61	14.96	\$ -	\$ 8,712.00	\$ -
RCKFRGLP	0010	ROCK FORGE LP	SELKIRK RANCH RD (S)	SELKIRK RANCH RD (N)	719	27	19,413	R - Residential/Local	A - AC	33	2.85	\$ -	\$ -	\$ 291,195.00
RLLRCHRD	0010	ROLLERI RANCH RD	MURPHYS GRADE RD	END (BLOCKED)	920	20	18,400	R - Residential/Local	A - AC	55	12.02	\$ -	\$ 36,800.00	\$ -
RSBUSHCT	0010	ROSEBUSH CT	SMOKEHOUSE CT	END (N)	296	16	4,736	R - Residential/Local	A - AC	68	18.70	\$ -	\$ 9,472.00	\$ -
SAMSWY	0010	SAMS WY	UTICA LN	HWY 49 (MAIN ST)	214	15	3,210	R - Residential/Local	A - AC	43	6.94	\$ -	\$ -	\$ 48,150.00
SANJANAV	0010	SAN JOAQUIN AV	END (NE) (GATE)	STANISLAUS AV	1,012	27	27,324	R - Residential/Local	A - AC	76	23.75	\$ 13,662.00	\$ -	\$ -
SLATECR	0010	SLATE CR	RASBERRY LN (SW)	RASBERRY LN (NE)	449	18	8,082	R - Residential/Local	A - AC	22	0.00	\$ -	\$ -	\$ 121,230.00
SMKHUSCT	0010	SMOKEHOUSE CT	GRINDING ROCK RD	END (NE)	256	16	4,096	R - Residential/Local	A - AC	18	0.00	\$ -	\$ -	\$ 61,440.00
SONORAST	0010	SONORA ST	MARTINA ST	MOUNTAIN VIEW	810	12	9,720	R - Residential/Local	A - AC	72	21.25	\$ 4,860.00	\$ -	\$ -
SONORAST	0020	SONORA ST	MOUNTAIN VIEW	HWY 49 (MAIN ST)	308	8	2,464	R - Residential/Local	A - AC	59	13.76	\$ -	\$ 4,928.00	\$ -
SPRNHRD	0010	SPRINGHOUSE RD	CDS (W)	SELKIRK RANCH RD	1,255	24	30,120	R - Residential/Local	A - AC	34	3.33	\$ -	\$ -	\$ 451,800.00
SPYGLSCR	0010	SPYGLASS CR	MCCAULEY RANCH RD (S)	MCCAULEY RANCH RD (S)	1,256	12	15,072	R - Residential/Local	A - AC	82	27.22	\$ 7,536.00	\$ -	\$ -
STELTECT	0010	STELTE CT	KURT DR	CDS (E)	371	27	10,017	R - Residential/Local	A - AC	70	19.97	\$ 5,008.50	\$ -	\$ -
STCKTNRD	0010	STOCKTON RD	END (SW) (GATE)	ANGELS OAKS RD	3,094	21	64,974	R - Residential/Local	A - AC	60	14.36	\$ -	\$ 129,948.00	\$ -
STCKTNRD	0020	STOCKTON RD	ANGELS OAKS RD	FOUNDRY LN	1,203	24	28,872	R - Residential/Local	A - AC	79	25.45	\$ 14,436.00	\$ -	\$ -
STCKTNRD	0030	STOCKTON RD	FOUNDRY LN	MONTE VERDA ST (NE)	894	24	21,456	R - Residential/Local	A - AC	70	19.97	\$ 10,728.00	\$ -	\$ -
STCKTNRD	0040	STOCKTON RD	MONTE VERDA ST (NE)	HWY 49 (MAIN ST)	792	27	21,384	R - Residential/Local	A - AC	61	14.96	\$ -	\$ 42,768.00	\$ -
STNCRLCT	0010	STONE CORRAL CT	SELKIRK RANCH RD	CDS (N)	222	21	4,662	R - Residential/Local	A - AC	37	4.31	\$ -	\$ -	\$ 69,930.00
SUMMITRD	0020	SUMMIT RD	RASBERRY LN	BRET HARTE RD	771	18	13,878	R - Residential/Local	A - AC	73	21.89	\$ 6,939.00	\$ -	\$ -
SUZNECT	0100	SUZANNE CT	END (S) (PRV DW)	CDS (N)	472	12	5,664	R - Residential/Local	A - AC	0	0.00	\$ -	\$ -	\$ 84,960.00
TRPLDDR	0010	TRIPLE LODE DR	SELKIRK RANCH RD (S)	SELKIRK RANCH RD (N)	605	18	10,890	R - Residential/Local	A - AC	32	2.38	\$ -	\$ -	\$ 163,350.00
TULUMNAV	0010	TUOLUMNE AV	GOLD CLIFF RD	AMADOR AV	927	21	19,467	R - Residential/Local	A - AC	77	24.34	\$ 9,733.50	\$ -	\$ -
TULUMNAV	0020	TUOLUMNE AV	AMADOR AV	EMERGENCY ACCESS (SIERRA AV)	822	21	17,262	R - Residential/Local	A - AC	80	26.43	\$ 8,631.00	\$ -	\$ -
TULUMNAV	0030	TUOLUMNE AV	EMERGENCY ACCESS (SIERRA AV)	AMADOR AV	936	21	19,656	R - Residential/Local	A - AC	82	27.22	\$ 9,828.00	\$ -	\$ -
UNKRD027	0010	UNKRD0027	BRET HARTE RD	PURDY RD	173	12	2,076	R - Residential/Local	A - AC	68	18.70	\$ -	\$ 4,152.00	\$ -
WWTPLANT	0010	WASTE WATER TREATMENT PLANT	END (SW)	CENTENNIAL LN	745	12	8,940	R - Residential/Local	A - AC	0	0.00	\$ -	\$ -	\$ 134,100.00

Total:	\$ 435,564.00	\$ 797,282.00	\$ 6,430,860.00
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CITY HALL

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

DATE: October 7, 2025
TO: City Council
FROM: Dave Richard, Dewberry Engineers
RE: **APPROVE RESOLUTION NO. 25-79 AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONSTRUCTION CONTRACT FOR THE VALLECITO ROAD SEWER REPLACEMENT PROJECT WITH R SUTTON ENTERPRISES**

RECOMMENDATION

Approve Resolution No. 25-79 pertaining to the Vallecito Road Sewer Replacement Project:

- 1) Authorize the City Administrator to execute a construction contract with R Sutton Enterprises in the amount of \$1,382,475; and
- 2) Authorize the City Administrator to approve supplemental work and change orders not-to-exceed \$69,125 (five percent of the construction contract amount).

BACKGROUND

The Vallecito Road sewer is an integral element of the East Angels trunk sewer system. Replacement of the sewer was identified in the City Wastewater Master Plan and is included as Project WWCS-1 in the City five-year water/wastewater capital improvement program. Following completion of the Booster Way Sewer Replacement Project in 2024, the Vallecito Road Sewer Replacement Project represents the next project in the expansion of the East Angels Trunk Sewer, the major wastewater conveyance system for the City.

The project consists of the installation of 1,650 ft of 12-inch sewer pipeline, eleven manholes, 340 ft of 8-inch waterline, 120 ft of 6-inch waterline, valves, and connections to the existing water and sewer systems. Work also includes removal of abandoned pipelines, manholes, and appurtenances; bypass pumping/piping; and traffic control. The duration of the construction contract is 180 calendar days.

BID ANALYSIS

On August 19, 2025, the City Council authorized the release of construction documents for bidding the Vallecito Road Sewer Replacement Project. The Project was advertised for bidding and three bids were received and opened on September 25, 2025. The bid item summary is included as an attachment with the results presented in Table 1 as follows:

Table 1 – Bids Received

R Sutton Enterprises	\$1,382,475
Mozingo Construction	\$1,516,880

Njirich and Sons	\$1,715,061
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The opinion of probable construction cost for the Project is \$1,525,000.

After review of the bids received, staff has determined that R Sutton Enterprises is the lowest responsible bidder submitting the lowest responsive bid.

As specified in the construction contract, the contractor must execute and return the contract, along with other specified requirements, within 10 calendar days following receipt of the Notice of Award. Construction is expected to start in November and be complete within 180 days from the Notice to Proceed.

FINANCIAL IMPACT

The Vallecito Road Sewer Replacement Project is an approved Water and Wastewater Capital Improvements Project. The funding budget was established previously as \$1,525,000.

ATTACHMENTS

- Summary of Bid Items
- Construction Contract for Execution by Contractor
- Link to Bid documents:
 - [Njirich and Sons, Inc.](#)
 - [Mozingo](#)
 - [R Sutton Enterprises](#)
- Link to [Conformed plans](#)
- Link to [Specifications](#)
- Resolution 25-79

Admin Service Officer Review and Received _____
Finance Officer Review and Received _____

CITY OF ANGELS
VALLECITO ROAD SEWER REPLACEMENT PROJECT
BID TABULATION SUMMARY
9/25/2025

				Njirich & Sons, Inc		R. Sutton Enterprises		Mozingo Construction Inc	
Bid Item		Unit	Bidder: Approx Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
BASE BID									
1	Mobilization and Demobilization	LS	1	\$ 99,500	\$ 99,500	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
2	Environmental Stewardship	LS	1	\$ 8,450	\$ 8,450	\$ 15,000	\$ 15,000	\$ 2,500	\$ 2,500
3	SWPPP Implementation	LS	1	\$ 43,100	\$ 43,100	\$ 20,000	\$ 20,000	\$ 42,000	\$ 42,000
4	Traffic Control – Vallecito Road	LS	1	\$ 64,100	\$ 64,100	\$ 85,000	\$ 85,000	\$ 150,000	\$ 150,000
5	Bypass Pumping MH 39-A to MH 37	LS	1	\$ 102,600	\$ 102,600	\$ 15,000	\$ 15,000	\$ 65,000	\$ 65,000
6	Remove MH 42	LS	1	\$ 3,300	\$ 3,300	\$ 4,500	\$ 4,500	\$ 2,500	\$ 2,500
7	Remove and Replace MH 38	LS	1	\$ 7,900	\$ 7,900	\$ 18,000	\$ 18,000	\$ 21,750	\$ 21,750
8	Construct MH 38-A	LS	1	\$ 10,700	\$ 10,700	\$ 15,000	\$ 15,000	\$ 11,500	\$ 11,500
9	Construct MH 37-A	LS	1	\$ 6,980	\$ 6,980	\$ 18,000	\$ 18,000	\$ 14,250	\$ 14,250
10	Construct 12-inch Sewer, MH 36 to MH 38	LF	370	\$ 610	\$ 225,700	\$ 350	\$ 129,500	\$ 575	\$ 212,750
11	Construct 12-inch Sewer, MH 39 to MH 39-A	LF	80	\$ 595	\$ 47,600	\$ 350	\$ 28,000	\$ 575	\$ 46,000
12	Remove 10-inch Sewer from MH 38 to MH 39 and Replace with 12-inch Sewer	LF	270	\$ 590	\$ 159,300	\$ 350	\$ 94,500	\$ 400	\$ 108,000
13	Intercept Sewer Laterals along Vallecito Road and Connect to Sewer Mainline								
	a. 4-inch lateral at Sta SS36 + 86	EA	1	\$ 12,400	\$ 12,400	\$ 15,000	\$ 15,000	\$ 11,000	\$ 11,000
	b. 4-inch lateral at Sta SS41+ 43	EA	1	\$ 4,200	\$ 4,200	\$ 10,000	\$ 10,000	\$ 7,250	\$ 7,250
	c. 4-inch lateral at Sta SS41+ 73	EA	1	\$ 12,350	\$ 12,350	\$ 20,000	\$ 20,000	\$ 11,500	\$ 11,500
	d. 4-inch lateral at Sta SS42 + 82	EA	1	\$ 12,350	\$ 12,350	\$ 18,000	\$ 18,000	\$ 20,000	\$ 20,000
	e. 6-inch lateral at Sta SS43 + 40	EA	1	\$ 4,230	\$ 4,230	\$ 25,000	\$ 25,000	\$ 14,750	\$ 14,750
14	Remove and Replace MH 39	LS	1	\$ 8,000	\$ 8,000	\$ 18,000	\$ 18,000	\$ 20,500	\$ 20,500
15	Construct MH 40	LS	1	\$ 7,000	\$ 7,000	\$ 18,000	\$ 18,000	\$ 13,500	\$ 13,500
16	Remove and Replace MH 41	LS	1	\$ 8,000	\$ 8,000	\$ 18,000	\$ 18,000	\$ 12,750	\$ 12,750
17	Construct MH 40-A	LS	1	\$ 7,000	\$ 7,000	\$ 15,000	\$ 15,000	\$ 24,250	\$ 24,250
18	Construct MH 42-A	LS	1	\$ 7,000	\$ 7,000	\$ 18,000	\$ 18,000	\$ 11,250	\$ 11,250
19	Construct MH 41-A	LS	1	\$ 7,000	\$ 7,000	\$ 18,000	\$ 18,000	\$ 13,750	\$ 13,750
20	Construct 12-inch Sewer MH 39-A to MH 42-B	LF	780	\$ 516	\$ 402,480	\$ 350	\$ 273,000	\$ 325	\$ 253,500
21	Construct MH 42-B	LS	1	\$ 6,950	\$ 6,950	\$ 18,000	\$ 18,000	\$ 10,500	\$ 10,500
22	Remove 10-inch Sewer from MH 42-B to MH-43 and Replace with 12-inch Sewer	LF	130	\$ 491.50	\$ 63,895	\$ 350	\$ 45,500	\$ 275	\$ 35,750
23	Bypass Pumping MH 44 to MH 42A	LS	1	\$ 77,000	\$ 77,000	\$ 15,000	\$ 15,000	\$ 45,000	\$ 45,000
24	Construct 8-inch Waterline in Vallecito Road	LF	340	\$ 347	\$ 117,980	\$ 185	\$ 62,900	\$ 400	\$ 136,000
25	Construct Connection to Existing Waterline at Sta V6 + 66	LS	1	\$ 18,900	\$ 18,900	\$ 6,500	\$ 6,500	\$ 5,000	\$ 5,000
26	Construct Connection to Existing Waterline at Sta V3 + 91	LS	1	\$ 15,600	\$ 15,600	\$ 6,500	\$ 6,500	\$ 5,000	\$ 5,000
27	Construct 8-inch Waterline in Vallecito Road for Future Connection	LF	15	\$ 550	\$ 8,250	\$ 685	\$ 10,275	\$ 400	\$ 6,000
28	Construct MH 39-A	LS	1	\$ 7,000	\$ 7,000	\$ 15,000	\$ 15,000	\$ 13,750	\$ 13,750
29	Construct 12-inch Sewer, MH 40-A to MH 40	LF	48	\$ 577	\$ 27,696	\$ 350	\$ 16,800	\$ 560	\$ 26,880
30	Pavement Striping	LF	5,500	\$ 2.10	\$ 11,550	\$ 5	\$ 27,500	\$ 5	\$ 24,750
31	Sheeting, Shoring, and Bracing	LS	1	\$ 64,000	\$ 64,000	\$ 25,000	\$ 25,000	\$ 17,500	\$ 17,500
Total Base Bid				\$	1,690,061	\$	1,257,475	\$	1,516,380
ADDITIVE BID									
A-1	Removal of Hard Rock Material	CY	500	\$ 50	\$ 25,000	\$ 250	\$ 125,000	\$ 1	\$ 500
Total Additive Bid				\$	25,000	\$	125,000	\$	500
TOTAL BID				\$	1,715,061	\$	1,382,475	\$	1,516,880

CONSTRUCTION SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF ANGELS
AND R SUTTON ENTERPRISES LLC

Project No. WWCS-1

Vallecito Road Sewer Replacement Project

THIS CONSTRUCTION SERVICES AGREEMENT (the “Agreement”) is entered into by and between the CITY OF ANGELS, a California municipal corporation (“City”), and R SUTTON ENTERPRISES LLC, a California corporation (“Contractor”), on this ____ day of October, 2025, (the “Effective Date”). City and Contractor may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

RECITALS

City seeks a duly qualified and licensed construction firm experienced in the construction of water distribution improvement projects for the performance of the **Vallecito Road Sewer Replacement Project** (the “Project”).

A. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a “public project” pursuant to Public Contract Code section 20161.

B. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the “Services”). Contractor’s bid or proposal encompasses all work and including labor, supervision, materials, equipment, and operations necessary and required to complete the Project in accordance with the Contract Documents and at the prices stated.

C. Contractor represents that it is a licensed contractor pursuant to section 7000 et seq. of the Business and Professions Code in the relevant classification(s) which it shall maintain for the duration of the Agreement, and that it is competent, knowledgeable, and has the specialized skills required to complete the Project.

D. Contractor further represents that it has examined and is familiar with all the Contract Documents and that it has satisfied itself as to the nature and location of all work to be performed, the general local conditions to be encountered in the performance of any work, including soil and hard rock material conditions, and all other matters which can in any way affect the performance of the Project or the cost thereof.

E. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project in accordance with the Contract Documents and the terms of this Agreement.

F. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on October 7, 2025, at a duly noticed meeting of the City Council of the City of Angels Camp, this

contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

G. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Contractor shall complete the Project.

NOW, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Contract Documents: This Agreement, together with the following documents, are collectively referred to herein as the “Contract Documents”:

- i. Notice to Bidders, Request for Proposal and Instructions to Bidders and addenda;
- ii. Contractor’s Bid or Proposal accepted by City and related documents and addenda;
- iii. Contract Documents and Technical Specifications of the City of Angels for the Vallecito Road Sewer Replacement Project;
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required by the Contract Documents;
- vi. Any and all supplemental written agreements or “change orders” amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Angels Camp Standard Specifications and Drawings.

All of the Contract Documents are intended to incorporate the terms of the others so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the “Contract.” In case of any dispute regarding the terms of the Contract, the decision of the City Engineer shall be final.

2. Term. The Contract shall be effective as of the Effective Date first stated above. Contractor shall not commence work on the Project until it has been given notice by City (“Notice to Proceed”). The Contract shall terminate one (1) year after City accepts Contractor’s performance of the Services by recording a Notice of Completion with the County of Calaveras Clerk Recorder (the “Term”), unless the Parties mutually agree in writing to terminate the Contract earlier or extend the Term in an agreed writing executed by both Parties.

3. Scope of Work.

(a) *Services.* Contractor shall perform the Services described in Exhibit A, subject to all terms and conditions in the Contract. Contractor shall not receive additional compensation for the performance of any Services not described therein.

(b) *Modification.* City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in Section 4 of this Agreement, without prior written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for, and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "City of Angels Vallecito Road Sewer Replacement Project – WWCS-1." The equipment, apparatus, facilities, labor, and materials shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent. Contractor is responsible for researching and complying with all local codes, agencies, and jurisdictions that regulate and govern the work. Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work. Contractor shall protect existing facilities and personal property.

(d) *Exhibits.* All "Exhibits" referred to below or attached hereto are, by this reference, incorporated into the Contract.

	<u>Exhibit Designation</u>	<u>Exhibit Title</u>
1.	Exhibit A	Contract Documents
2.	Exhibit B	Payment by Force Account
3.	Exhibit C	Workers' Compensation Insurance Certification
4.	Exhibit D	Performance Bond
5.	Exhibit E	Payment Bond

4. Contract Price. City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed One Million Three Hundred Eighty-two Thousand Four Hundred Seventy-five) (\$1,382,475.00) (the "Contract Price"). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be

changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

(a) If the work performed is on the basis of unit prices contained in the Contract Documents, the change order will be determined in accordance with the provisions in Section 4-1.05, “Changes and Extra Work”, of the Caltrans Standard Specifications, as applicable; or

(b) If the work performed is not included on the engineer’s estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or

(c) If the change order is not determined as described above in either subdivision (a) or (b), the change order will be determined on the basis of force account in accordance with the provisions set forth in **Exhibit B**, “Payment by Force Account,” attached hereto and incorporated herein by reference.

5. Time for Performance. The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of one-hundred and eighty (180) working days (the “Completion Date”) beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

(a) *Right of City to Increase Working Days:* If Contractor fails to complete the Services by the Completion Date, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges. No extension of time for completion of Services under the Contract shall be considered unless requested by Contractor at least twenty (20) calendar days prior to the Completion Date, in writing, to the City Engineer.

The Completion Date may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Completion Date will be determined as follows:

- i. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or
- ii. Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
 1. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within fifteen (15) days from the beginning of that delay; or

2. where the delay is caused by actions beyond the control of Contractor; or
3. where the delay is caused by actions or failure to act by the City Engineer.

Contractor shall not be entitled to an adjustment in the Completion Date for delays within the control of Contractor. Delays resulting from and within the control of a subcontractor or supplier of Contractor shall be deemed to be delays within the control of Contractor.

(b) *Excusable Delays.* Contractor shall not be in breach of the Contract in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, pandemic, epidemic, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor’s financial inability to perform, Contractor’s failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor’s performance of the Services is delayed by an excusable delay, the Completion Date shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

(c) *Emergency - Additional Time for Performance - Procurement of Materials.* If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

- i. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify the City Engineer in writing thereof, and give specific reasons therefore; the City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with subdivision (b) of this Section.

Substituted materials, or changes in the work, or both, shall be ordered in writing by the City Engineer, and the concurrence of the City Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

- ii. If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either Party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event,

Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the Project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided Contractor shall take all steps possible to minimize this obligation; or

- iii. The City Council, by resolution, may suspend the Contract until the cause of inability to perform is removed for a period of not to exceed sixty (60) days.

If the Contract is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Contract may have been suspended, as herein above provided, the City Council may further suspend the Contract, or either Party hereto may, without incurring any liability, elect to declare the Contract terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Contract Price for such portion of the Contract as may have been performed; or

- iv. City may terminate the Contract, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the Contract as may have been performed. Such termination shall be authorized by resolution of the City Council. Notice thereof shall be forthwith given in writing to Contractor, and the Contract shall be terminated upon receipt by Contractor of such notice.

In the event of the termination provided in this sub-paragraph (iv), none of the covenants, conditions or provisions hereof shall apply to the Services not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Completion Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to One Thousand Dollars (\$1,000.00) for each calendar day beyond the Completion Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Completion Date. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Completion Date shall not operate as a waiver on the part of City of any of its rights

under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date.

6. Termination.

(a) *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the “Defaulting Party”), the other Party shall give notice to the Defaulting Party and allow the Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate the Contract by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of the Contract by Contractor, including Delay Damages. If payment under the Contract is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in this Agreement as the Services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by City by virtue of any breach of the Contract by Contractor. Upon termination, Contractor shall deliver copies of all Work Product, as defined in Section 19 of this Agreement, to City. If City terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

(b) *Termination for Convenience.* City may at any time for any reason, with or without cause, suspend or terminate the Contract, or any portion hereof, by serving Contractor at least thirty (30) days prior written notice. Upon receipt of such notice, Contractor shall immediately cease all work under the Contract, unless the notice provides otherwise. If the City suspends or terminates a portion of the Contract such suspension or termination shall not make void or invalidate the remainder of the Contract. In the event the Contract is terminated pursuant to this section, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination and of value to the City, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of the Contract by Contractor, including Delay Damages. If payment under the Contract is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in this Agreement as the Services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by City by virtue of any breach of the Contract by Contractor. Upon termination, Contractor shall deliver copies of all Work Product, as defined in Section 19 of this Agreement, to City. If City terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

(c) If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve

written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City's intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.

7. Liability for Breach: Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event City terminates this Agreement for cause, and it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience and Contractor shall be entitled to receive only the amounts payable under Section 6 of this Agreement and Contractor specifically waives any claim for any other amounts or damages. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.

8. Compensation: City shall make payments to Contractor in accordance with the provisions of Section 9 of the General Conditions in legally executed and regularly issued warrants of City, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. Contractor shall be administered a progress payment approximately every thirty (30) calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins. Contractor shall provide access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Contract.

Monthly progress payments in the amount of 95 percent (95%) of the value of the work will be made to Contractor based on the Contractor's estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent (5%) will be retained by City as partial security for the fulfillment of the Contract except that at any time after 50 percent (50%) of the work has been completed, if the City Engineer, in his sole discretion, finds that satisfactory progress is being made and the Project's critical

path of work is on schedule, City may discontinue any further retention. Such discontinuance will only be made upon the written request of Contractor. If further retention is discontinued, City may, at any time thereafter reinstitute a retention of five percent (5%), as specified above, if the City Engineer determines that satisfactory progress is not being made. Payment will be made as soon as possible after the preparation of the Contractor's estimate. City shall pay the remaining 5 percent (5%) of the value of the Services completed under this Contract, if unencumbered by retentions for claims, not sooner than the expiration of thirty-five (35) calendar days from the date of recordation of the Notice of Completion, pursuant to Section 2 of this agreement, and not later than sixty (60) days from the "completion" of the Services as said term is defined in Public Contract Code section 7107(c).

No estimate or payment shall be made if, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than \$1,000. No progress payments will be made if the time allotted for the job is thirty (30) working days or less. Payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work performed under this Contractor, or any portion thereof, and shall in no way reduce the liability of Contractor to replace unsatisfactory work or materials, though the unsatisfactory character of such work or materials may not have been apparent or detected at the time such payment was made.

Additionally, as a precondition to City's progress payments hereunder, Contractor shall provide to City, prior to payment, unconditional waivers and releases of stop notices pursuant to Civil Code section 8128 et seq. from each subcontractor and materials supplier. The form of said waivers and releases shall be as set forth in Civil Code section 3262(d)(2).

Pursuant to Public Contract Code section 22300 et seq., Contractor may request the right to substitute securities for any moneys withheld by City to ensure the performance required of Contractor under the Contract, or that City make payment of retentions earned directly into an escrow account established at the expense of Contractor.

9. Disputes Pertaining to Payment for Work: Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

(a) *Claims Processing.* Any submission of a claim by Contractor must comply with the requirements of Public Contract Code section 9204. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Parties may, by mutual agreement, extend the time period provided in this subdivision. Contractor shall furnish reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after City issues its written statement. If Contractor disputes City's written response, or if City fails to respond to a claim issued pursuant to this section within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

(b) *Meet-and-Confer Conference.* Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

(c) *Nonbinding Mediation.* Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject judicial review pursuant to Section 23 of this Agreement.

Notwithstanding any claim, dispute, or other disagreement between the Parties regarding performance under the Contract, the scope of work hereunder, or any other matter arising out of or related to, in any manner, the Contract, Contractor shall proceed diligently with performance of the Services in accordance with City's written direction, pending any final determination or decision regarding any such claim, dispute, or disagreement.

10. Permits and Care of Work: Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Section 1 of the Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract, including soil and rock conditions. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

11. Public Works and Payment of Prevailing Wage:

(a) *Monitoring and Enforcement.* In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, all work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). All work performed by Contractor or its subcontractors under the Contract is subject to the requirements of Labor Code section 1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. Contractor and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

Wages & Hours of Employment: In the performance of the Services under the Contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by DIR for the community pursuant to Labor Code Section 1770. Contractor shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each workman employed in the execution of the Contract by Contractor or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. Contractor shall post prevailing wage rates at the Project no later than the first day Contractor commences performance of the Services under the Contract. Contractor shall forfeit as a penalty Two-Hundred Dollars (\$200.00) to be paid to the City for each calendar day for each workman paid less than the prevailing wage in violation of the Labor Code. In addition, Contractor shall pay to each workman the difference between the prevailing wage rate and the amount paid to each workman for each calendar day, or portion thereof, for which the workman was paid less than the prevailing wage.

12. Superintendence by Contractor: Contractor shall give personal superintendence to the work on the Project or have a competent foreman or superintendent satisfactory to the City Engineer on the Project at all times during construction and performance of work under the Contract, with authority to act for Contractor.

13. Inspection and Testing by City: Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

14. Conformity with Law and Safety: Contractor shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal, and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor or its subcontractors must be in accordance with these laws, ordinances, codes, and regulations. Contractor's failure to comply with any laws,

ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of the Contract, Contractor shall immediately notify City's risk manager by telephone. If any accident occurs in connection with the Contract, Contractor shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools, or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of the Contract, Contractor shall immediately notify City. Contractor shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

15. Other Contracts: City may award other contracts for additional work on the Project, and Contractor shall fully cooperate with such other contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

16. Bonds: Concurrently with the execution hereof, Contractor shall furnish, on the forms provided herein as **Exhibits D and E**, respectively, corporate surety bonds to the benefit of City, issued by a surety company acceptable to City and authorized and admitted to do business in the state of California, as follows:

(a) *Faithful Performance Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the faithful performance of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

(b) *Payment Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modification or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by City or its authorized agents under the terms of this Contract and failure to so notify the surety or sureties of such changes shall in no way relieve the surety or sureties of their obligations under the Contract.

17. Indemnification:

(a) *Indemnity for Professional Liability.* When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers ("City's Agents") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor or its subcontractors are responsible for such damages, liabilities and costs on a comparative basis of fault between Contractor or its subcontractors and City in the performance of professional services under the Contract. Contractor shall not be obligated to defend or indemnify City for City's own negligence or for the negligence of others.

(b) *Indemnity for other than Professional Liability.* Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and any and City's Agents from and against any liability, including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the Contract by Contractor or by any individual or agency for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

18. Contractor's Insurance: Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least thirty (30) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) *General Liability Insurance.* Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. Contractor's general liability policies shall be primary and not seek contribution from City's coverages and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required. The policy shall contain, or be endorsed to contain, the following provisions:

- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the Contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.
- (2) For any claims related to the Project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
- (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(b) *Workers' Compensation Insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) *Auto Insurance.* Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars (\$2,000,000) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) *Builder's Risk Insurance.* Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. The policy shall be provided for replacement value on an "all-risk" basis. City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. The policy must include: (1) coverage for removal of debris and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site, whether provided from within a Builder's Risk policy or through the addition of an Installation Floater. Such insurance shall be on a form acceptable to City to ensure

adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

(e) *Contractors Pollution Insurance.* Pollution Coverage shall be provided on a Contractors Pollution Liability form, or other form acceptable to City, providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than One Million Dollars (\$1,000,000) per claim. All activities contemplated in the Contract shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

(f) *Professional Liability Insurance.* When applicable, Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with the Contract, in the minimum amount of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by the Contract.

(g) *Deductibles and Self-Insured Retentions.* Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City’s Agents; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(h) *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-:VII or with an insurer to which City has provided prior approval.

(i) *Verification of Coverage.* Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section 18. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor’s obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(j) *Waiver of Subrogation.* With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers’ compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(k) *Subcontractors.* Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Ownership of Work Product: Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails, or any original works of authorship created by contractor or its subcontractors or subcontractors in connection with Services performed under the Contract (“Work Product”) shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event that it is ever determined that any Work Product created by Contractor or its subcontractors or subcontractors under the Contract are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such Work Product to City. With the prior written approval of the City Engineer, Contractor may retain and use copies of such Work Product for reference and as documentation of its experience and capabilities.

All Work Product shall become the property of City irrespective of where located or stored and Contractor agrees to deliver all such documents and information to City, without charge and in whatever form it exists, upon the Completion Date, as may be extended. Contractor shall have no ownership interest in such Work Product.

All Work Product of Contractor under the Contract, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specific in Exhibit A.

When the Contract is terminated, Contractor agrees to return to City all documents, drawings, photographs, and other written or graphic material, however produced, that it received from City or City’s Agents, in connection with the performance of its Services under the Contract. All materials shall be returned in the same condition as received.

20. Taxes: Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Contractor. Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to City. Such cooperation shall include, but not be limited to:

(a) *Use Tax Direct Payment Permits.* Contractor shall apply for, obtain, and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

(b) *Purchases of \$500,000 or More.* Contractor shall require vendors and suppliers located outside California from whom Contractor makes purchases of \$500,000 or more to allocate the use tax to City.

21. Independent Contractor: At all times during the Term of the Contract, Contractor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the Services required under the Contract. Contractor shall be liable for its acts and omissions, and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between City and Contractor. City shall have the right to control Contractor only insofar as the result of Contractor’s Services rendered pursuant to the Contract; however, City

shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to the Contract.

22. Contractor Not Agent: Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

23. Arbitration of Disputes: All claims, disputes, and other matters in question between City and Contractor arising out of, or relating to, this Contract or the breach thereof, including claims of Contractor for extra compensation of Services related to the project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 through 1284.2 of the Code of Civil Procedure (the “Arbitration Laws”) unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in the Contract. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay, and liquidated damages, if any, provided for the Contract, matters involving defects in the Services performed by Contractor or its subcontractors, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having competent jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

The parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorney’s fees incurred by the prevailing Party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All Parties to the arbitration shall be entitled to the discovery procedures provided under Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney’s fees associated with the dispute with the other Party and to the arbitration.

All administrative remedies required under Section 9 of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this Section 23.

24. Provisions Cumulative: The provisions of the Contract are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

25. Notices: All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days’ written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City:

City of Angels
Attn: City Administrator
200 Monte Verde Street, Suite B
Angels Camp, CA 95222

With courtesy copies to:

White Brenner LLP
Attn: Douglas L. WhiteCity Attorney
1607 T Street
Sacramento, CA 95811

If to Contractor:

R Sutton Enterprises LLC
Attn: Aaron Johnson
3889 Sutton Hill Road, PO Box 237
Vallecito, CA 95251

If to Contractor’s Sureties:

26. Interpretation: As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

27. Antitrust Claims: Contractor or its subcontractors offer and agree to assign to City all rights, title, and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

28. Use of City Project Number: Contractor or its subcontractors agree to use the aforementioned City project number (WWCS-1) on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude Contractor or its subcontractors from using their own project numbers for their own internal use.

29. No Conflict of Interest: Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out the Contract.

30. Confidentiality: Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City (“Confidential Information”). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

31. Modification. No alteration, amendment, modification, or termination of the Contract shall be valid unless made in writing and executed by all Parties to the Contract.

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

33. Assignment: No Party to the Contract shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the foregoing provisions, the Contract shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

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

35. Governing Law: The Contract shall be governed and construed in accordance with the laws of the state of California.

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

37. Severability: If the Contract in its entirety is determined by an arbitrator or a court of competent jurisdiction to be invalid or unenforceable, the Contract shall automatically terminate as of the date of final entry of judgment. If any provision of the Contract shall be determined to be invalid and unenforceable, or if any provision of the Contract is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

38. Counterparts: This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

39. Mandatory and Permissive: “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

40. Headings: Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

41. Attorney’s Fees and Costs: Except as expressly provided for in Sections 9 and 23 of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing Party shall be entitled to reasonable attorney’s fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

42. Necessary Acts and Further Assurances: The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of the Contract.

IN WITNESS WHEREOF, two identical counterparts of this agreement, consisting of a total of _____ pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

CONTRACTOR

CITY OF ANGELS, a municipal corporation

By: _____

By: _____

Steve Williams, Interim City Administrator

Print Name

Date: _____

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

By: _____

For City Attorney

DIR Registration Number:

Attach Contractor's Seal Here

EXHIBIT A
CONTRACTOR'S PROPOSAL FOR SERVICES

**BID SCHEDULE
BID ITEMS**

Bid Item	Description	Unit	Approx. Quantity	Unit Price	Extended Price
1	Mobilization and Demobilization	LS	1	\$ 100,000.00	\$ 100,000.00
2	Environmental Stewardship	LS	1	\$ 15,000.00	\$ 15,000.00
3	SWPPP Implementation	LS	1	\$ 20,000.00	\$ 20,000.00
4	Traffic Control – Vallecito Road	LS	1	\$ 85,000.00	\$ 85,000.00
5	Bypass Pumping MH 39-A to MH 37	LS	1	\$ 15,000.00	\$ 15,000.00
6	Remove MH 42	LS	1	\$ 4,500.00	\$ 4,500.00
7	Remove and Replace MH 38	LS	1	\$ 18,000.00	\$ 18,000.00
8	Construct MH 38-A	LS	1	\$ 15,000.00	\$ 15,000.00
9	Construct MH 37-A	LS	1	\$ 18,000.00	\$ 18,000.00
10	Construct 12-inch Sewer, MH 36 to MH 38	LF	370	\$ 350.00	\$ 129,500.00
11	Construct 12-inch Sewer, MH 39 to MH 39-A	LF	80	\$ 350.00	\$ 28,000.00
12	Remove 10-inch Sewer from MH 38 to MH 39 and Replace with 12-inch Sewer	LF	270	\$ 350.00	\$ 94,500.00
13	Intercept Sewer Laterals along Vallecito Road and Connect to Sewer Mainline				\$ -
	a. 4-inch lateral at Sta SS36 + 86	EA	1	\$ 15,000.00	\$ 15,000.00
	b. 4-inch lateral at Sta SS41 + 43	EA	1	\$ 10,000.00	\$ 10,000.00
	c. 4-inch lateral at Sta SS41 + 73	EA	1	\$ 20,000.00	\$ 20,000.00
	d. 4-inch lateral at Sta SS42 + 82	EA	1	\$ 18,000.00	\$ 18,000.00
	e. 6-inch lateral at Sta SS43 + 40	EA	1	\$ 25,000.00	\$ 25,000.00
14	Remove and Replace MH 39	LS	1	\$ 18,000.00	\$ 18,000.00
15	Construct MH 40	LS	1	\$ 18,000.00	\$ 18,000.00
16	Remove and Replace MH 41	LS	1	\$ 18,000.00	\$ 18,000.00
17	Construct MH 40-A	LS	1	\$ 15,000.00	\$ 15,000.00
18	Construct MH 42-A	LS	1	\$ 18,000.00	\$ 18,000.00
19	Construct MH 41-A	LS	1	\$ 18,000.00	\$ 18,000.00
20	Construct 12-inch Sewer MH 39-A to MH 42-B	LF	780	\$ 350.00	\$ 273,000.00
21	Construct MH 42-B	LS	1	\$ 18,000.00	\$ 18,000.00
22	Remove 10-inch Sewer from MH 42-B to MH 43 and Replace with 12-inch Sewer	LF	130	\$ 350.00	\$ 45,500.00
23	Bypass Pumping MH 44 to MH 42A	LS	1	\$ 15,000.00	\$ 15,000.00

Bid Item	Description	Unit	Approx. Quantity	Unit Price	Extended Price
24	Construct 8-inch Waterline in Vallecito Road	LF	340	\$ 185.00	\$ 62,900.00
25	Construct Connection to Existing Waterline at Sta V6 + 66	LS	1	\$ 6,500.00	\$ 6,500.00
26	Construct Connection to Existing Waterline at Sta V3 + 91	LS	1	\$ 6,500.00	\$ 6,500.00
27	Construct 8-inch Waterline in Vallecito Road for Future Connection	LF	15	\$ 685.00	\$ 10,275.00
28	Construct MH 39-A	LS	1	\$ 15,000.00	\$ 15,000.00
29	Construct 12-inch Sewer, MH 40-A to MH 40	LF	48	\$ 350.00	\$ 16,800.00
30	Pavement Striping	LF	5,500	\$ 5.00	\$ 27,500.00
31	Sheeting, Shoring, and Bracing	LS	1	\$ 25,000.00	\$ 25,000.00
TOTAL BID ITEMS 1-31					\$ 1,257,475.00

TOTAL BID (ITEMS 1-31) WRITTEN OUT ONE MILLION TWO HUNDRED FIFTY SEVEN THOUSAND FOUR HUNDRED SEVENTY FIVE DOLAARS AND ZERO CENTS

ADDITIVE BID ITEM

Bid Item	Description	Unit	Approx. Quantity	Unit Price	Extended Price
A-1	Removal of Hard Rock Material	CY	500	250	\$ 125,000.00
TOTAL ADDITIVE BID ITEM					\$ 125,000.00

TOTAL BASE BID PLUS ADDITIVE BID	\$ 1,382,475.00
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TOTAL BASE BID PLUS ADDITIVE BID WRITTEN OUT ONE MILLION THREE HUNDRED EIGHTY TWO THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS AND ZERO CENTS

EXHIBIT B

PAYMENT BY FORCE ACCOUNT

For work paid by force account, the City Engineer compares City's records to Contractor's daily force account work report. When the City Engineer and Contractor agree on the contents of the daily force account work reports, the City Engineer accepts the report, and City pays for the work. If the records differ, City pays for the work based only on the information shown on City's records. If a subcontractor performs work at force account, work paid at force account will be accepted at an additional 2 percent (2%) markup to the total cost of that work, including markups, as reimbursement for additional administrative costs. The markups specified in labor, materials, and equipment include compensation for all delay costs, overhead costs, and profit. If an item's unit price is adjusted for work-character changes, City excludes Contractor's cost of determining the adjustment. Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

A. Labor. Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 35 percent (35%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

1. Employer payment to the worker for:
 - 1.1 Basic hourly wage
 - 1.2 Health and welfare
 - 1.3 Pension
 - 1.4 Vacation
 - 1.5 Training
 - 1.6 Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
 - 2.1 Workers' compensation insurance
 - 2.2 Social security
 - 2.3 Medicare
 - 2.4 Federal unemployment insurance
 - 2.5 State unemployment insurance
 - 2.6 State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 35 percent (35%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

- (a) Home office overhead
- (b) Field office overhead

- (c) Bond costs
- (d) Profit
- (e) Labor liability insurance
- (f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

B. Materials. Material payment is full compensation for materials the Contractor furnishes and uses in the work. The City Engineer determines the cost based on the material purchase price, including delivery charges, except:

- 1. A 15 percent markup is added;
- 2. Supplier discounts are subtracted whether the Contractor takes them or not;
- 3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;
- 4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:
 - 4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
 - 4.2 Current wholesale price for those materials;
- 5. If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:
 - 5.1 During that period
 - 5.2 In the quantities used

C. Equipment Rental. Equipment rental payment is full compensation for:

- 1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
- 2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
- 3. 15 percent markup.

If Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, Contractor must obtain authorization for the equipment rental's original location.

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
 - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
 - 1.2. Current during the work paid by force account.
 - 1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
 - 1.3.1. Rented from equipment business Contractor does not own.
 - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit cost information that helps the City Engineer establish the rental rate but City uses the rental document rates or minimum rental cost terms if:
 - 2.1. Rented from equipment business Contractor does not own.
 - 2.2. The City Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

- | | |
|---|----------------------------|
| 1. Fuel | 7. Repairs and maintenance |
| 2. Oil | 8. Depreciation |
| 3. Lubrication | 9. Storage |
| 4. Supplies | 10. Insurance |
| 5. Small tools that are not consumed by use | 11. Incidentals |
| 6. Necessary attachments | |

City pays for small tools consumed by use. The City Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The City Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. Contractor submits a request to use rented equipment
2. Equipment is not available from Contractor's normal sources or from one of Contractor's subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable

5. The City Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment

D. Equipment on the Job Site. For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
 - 3.1. Hourly rates are paid in 1/2-hour increments
 - 3.2. Daily rates are paid in 1/2-day increments

E. Equipment Not on the Job Site Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated four (4) hours or less is paid as 1/2 day
3. Operated four (4) hours or more is paid as one (1) day

If the minimum total time exceeds eight (8) hours and if hourly rates are listed, City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown in the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

F. Equipment Not on the Job Site Not Required for Original-Contract Work. For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

G. Non-Owner-Operated Dump Truck Rental. Contractor shall submit the rental rate for non-owner-operated dump truck rental to City. The City Engineer shall determine the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, an additional markup of 10 percent (10%) will be added to the total cost of that extra work including all markups specified in this Section. The additional 10 percent (10%) markup shall reimburse Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

EXHIBIT C
WORKERS' COMPENSATION INSURANCE CERTIFICATION

SECTION 00490

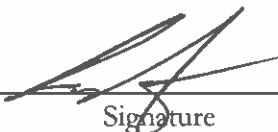
DEPARTMENT OF INDUSTRIAL RELATIONS AND
SB 854 COMPLIANCE AFFIDAVIT

In accordance with California Labor Code as amended through Senate Bill (SB) 854, prior to commence of the Contract, all Contractors are required to register and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). This project is subject to compliance monitoring and enforcement by the DIR. For information regarding registration, please go to:

www.dir.ca.gov

I, the Bidder, certify that:

I am aware of the provisions of SB 854 and subsequent DIR regulations which require Contractors/Vendors to comply with all labor compliance requirements including, but not limited to, prevailing wage requirements, Labor Code Sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, 1815, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described in the DIR website. I will comply with such provisions before commencing the performance of the work of this contract and maintain compliance throughout the completion of said contract.

 Signature	September 25, 2025 Date
Aaron Johnson Print Name	R Sutton Enterprises LLC. Business Name
Estimator Title	1101339 CSLB License Number
	1001012216 DIR Registration Number

END OF SECTION

EXHIBIT D
PERFORMANCE BOND

EXHIBIT E
PAYMENT BOND

**CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 25-79**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGELS AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONSTRUCTION CONTRACT WITH R SUTTON ENTERPRISES FOR THE VALLECITO ROAD SEWER REPLACEMENT PROJECT

WHEREAS, the Vallecito Road sewer is an integral element of the East Angels Trunk Sewer system and replacement was identified in the City Wastewater Master Plan and Capital Improvement Program; and

WHEREAS, the project consists of installing approximately 1,650 feet of 12-inch sewer pipeline, eleven manholes, 340 feet of 8-inch waterline, 120 feet of 6-inch waterline, valves, and related connections, as well as removal of abandoned facilities, bypass pumping/piping, and traffic control; and

WHEREAS, the City Council authorized the release of construction documents on August 19, 2025, and bids were received and opened on September 25, 2025; and

WHEREAS, three bids were received with R Sutton Enterprises submitting the lowest responsive and responsible bid in the amount of \$1,382,475; and

WHEREAS, the project is funded within the approved Water and Wastewater Capital Improvements Project budget of \$1,525,000;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Angels hereby:

1. Authorizes the City Administrator to execute a construction contract with R Sutton Enterprises in the amount of \$1,382,475 for the Vallecito Road Sewer Replacement Project; and
2. Authorizes the City Administrator to approve supplemental work and change orders not to exceed \$69,125 (five percent of the contract amount).

Passed and adopted this 7th day of October 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Michael Chimento, Mayor

Michelle Gonzalez, Deputy City Clerk



HOME OF THE JUMPING FROG



MEMORANDUM
City of Angels City Council

Date: October 7, 2024
To: City Council Members
From: Amy Augustine, AICP – City Planner
RE: Resolution 25-77 AUTHORIZING CREATIVE EXPRESSIONS TO RAISE MONEY FOR UTICA PARK SHADE STRUCTURES

Recommendation:
Approve Resolution 25-77.

Background/Discussion:
The City of Angels recently completed work to expand and improve Utica Park. Even prior to completion, the public have been expressing a strong desire to add shade structures to the children’s playground and other areas of the park.

Christina Martinez contacted the City to ask if her non-profit, Creative Expressions, could do fundraising for Utica Park shade structures. Creative Expressions is an Angels Camp based non-profit 501 (c)(3) duly registered and in good standing with the Internal Revenue Service (EIN: 37-2063770). Additional information about this Arts and Culture/Visual Arts based non-profit can be found online at:

https://www.facebook.com/people/Creative-Expressions/100087289728413/?_rd=1

If authorized, Ms. Martinez will continue working with the Planning Department to identify events to fundraise for the shade structures. Some of these events could be at Utica Park. Fees for reserving Utica Park for any such fund-raising event on behalf of the City would be waived.

As with most of the other park’s facilities, the exact type, location and construction materials for the shade structures is determined based on budget. Based on the amount of funding that is raised through this and other programs, the City will coordinate with the Park Planning Committee and City Staff to determine the type, location, and construction materials to be used for shade structures with final approval from the City Council.

Strategic Plan Alignment
C7 Public Facilities & Services - Maintain or increase the levels of service currently available within Angels Camp for park facilities and infrastructure.

Assistance with fundraising for shade structures at Utica Park will increase the level of service currently available for park facilities.

Financial Impact

These efforts are on behalf of the City to raise money for shade structures at Utica Park. The City will be unable to fund shade structures at the park without the help and support of the community. No general fund monies are requested, except for the waiver of rental fees for Utica Park for fundraising events held on behalf of the City under this effort.

Attachments

None

CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 25-77

A RESOLUTION OF THE CITY OF ANGELS CITY COUNCIL AUTHORIZING CREATIVE EXPRESSIONS TO
RAISE MONEY FOR UTICA PARK SHADE STRUCTURES

WHEREAS, the City of Angels recently completed work to expand and improve Utica Park; and

WHEREAS, the public have expressed a strong desire to add shade structures to the children’s
playground and other areas of the park; and

WHEREAS, Creative Expressions is an Angels-Camp based non-profit 501 (c)(3) duly registered and in
good standing with the Internal Revenue Services (EIN: 37-2063770); and

WHEREAS, Creative Expressions has asked the City for permission to do fundraising on behalf of the City
for Utica Park shade structures; and

WHEREAS, if such a fundraising event is held at Utica Park for the benefit of the City, the City will waive
reservation costs for the park; and

WHEREAS, based on the amount of funding that is raised through this and other programs, the City will
coordinate with the Park Planning Committee and City Staff to determine the type, location, and
construction materials to be used for shade structures with final approval from the City Council;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Angels hereby authorize Creative
Expressions to raise money for shade structures at Utica Park.

PASSED AND ADOPTED this 7th day of October 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Michael Chimente, Mayor

Michelle Gonzalez, Deputy City Clerk



HOME OF THE JUMPING FROG



MEMORANDUM

Section 10, Item E.

City of Angels City Council

Date: October 7, 2025

To: City of Angels City Council

From: Amy Augustine, AICP – City Planner

Re: **Ordinance 552 – SIGN ORDINANCE UPDATE – INTRODUCE, WAIVE THE SECOND READING BY SUBSTITUTION OF TITLE, HOLD A PUBLIC HEARING AND CONSIDER ADOPTION.**

RECOMMENDATION

Ordinance 552 – Sign Ordinance Update – Introduce, waive the second reading by substitution of title, hold a public hearing and consider adoption.

BACKGROUND

The Planning Commission considered this item at its August 14, 2025, meeting and unanimously recommended approval to the City Council pursuant to Resolution 25-13. The City Council held a public hearing on September 16, 2025, and set October 7, 2025 for a second reading.

In 2015, the U.S. Supreme Court, on a 9-0 vote, found a local sign ordinance to be in violation of the Constitution's first Amendment Freedom of Speech clause (*Reed v. Town of Gilbert*, 576 U.S. 155 (2015)). In response, many local jurisdictions have been updating their sign codes to ensure that none of the provisions of the codes are content based (i.e., sign regulations cannot address the content or message in the sign).

In response, many jurisdictions have opted to regulate signs by "type" and/or location. These sign code amendments are intended to meet the legal requirements established by the U.S. Supreme Court.

In addition to the preceding:

1. The public have asked the City Council to allow temporary signs, including those known as "feather flags." The existing sign code already allows temporary signs but requires that a sign permit first be obtained before allowing installation. The attached revisions address provisions allowing temporary signs.
2. The City Council requested regulations addressing political signs be clarified. Because "political" sign is content based, the attached revisions address temporary signage in all zoning districts (residential, non-residential, and historical commercial) in a manner that would allow this and other types of temporary signs. Because Caltrans allows temporary (political) signs to be installed 90 days before an election and remain in place 10 days after an election; code revisions included herein allow for temporary signage for 100 days in a calendar year for ease of implementation, consistency, and to avoid sign regulations that would introduce "content" based regulatory requirements (e.g., regulate signs based on whether they are political/campaign signs, or grand opening signs).
3. Council asked that the City Planner be allowed to issue sign permits within the Historical Commercial district without Planning Commission review.

A summary of sign code changes in the attached revisions includes:

- Clarifying the purposes of sign regulations in the City
- Comprehensive revision to achieve consistency with legal requirements established by the U.S. Supreme Court (i.e., amending the code to avoid content-based regulatory requirements)
- Update definitions to add new sign types (e.g., feather flags)
- As per the General Plan Implementation Program 1Eb, 4Ce and 11Cd: Revisions to remove pole signs, requiring master sign plans for shopping centers; encouraging master sign plans for multiple businesses in a single structure, establishing criteria for announcement signs (e.g., signs with scrolling text or changing copy), and eliminating flashing or glaring signs.
- Addressing temporary signs to allow their limited use in non-residential, residential, and in the Historical Commercial zoning district. As previously noted, the draft includes a 100 day/year provision consistent with Caltrans regulations for political signs.
- Comprehensive update of list of signs that are permitted without a sign permit and those signs that are prohibited.
- Clarify those signs requiring a conditional use permit.
- Clarifying sign standards inside and outside of the Historical Commercial Zoning District
- Allowing the City Planner to apply the adopted Historical Commercial Zone Sign Design Guidelines and issue sign permits within the HC district without planning commission review; but retaining the option to refer signs to the Planning Commission sign subcommittee or the full Planning Commission.
- Continuing to require Planning Commission review of signage when signage is part of an overall entitlement (e.g., conditional use permit, site development permit) being reviewed by the Planning Commission.
- Updating requirements for nonconforming signs, abandoned signs, sign removal and enforcement.
- Adding Planning Commission proposed revisions related to “Open” signs.
- Adding Planning Commission proposed revisions related to neon signs.
- Updating provisions to allow for requests for exceptions to sign regulations and removing all former references to variance approval for signage (due to the low likelihood of making findings to approve a variance for signage).
- Clarifying that fees for sign permits are not required when a sign is approved in conjunction with another entitlement.

ANALYSIS

Pursuant to Angels Municipal Code Section 17.90.040, decisions pertaining to code amendments shall be made upon the following findings of fact:

- A. The proposed change or amendment is consistent with the city of Angels Municipal Code; and
- B. The proposed change or amendment is consistent with the city of Angels general plan; and

- C. The proposed change or amendment will not be substantially detrimental to the health, safety, or general welfare of the city.

Findings A & B – Consistency with the Angels Municipal Code and General Plan

Adopting the proposed code amendment in the Angels Municipal Code will allow for implementation of the following General Plan goals, policies, and implementation programs:

1.E.b, 4.C.e and 11Cd Revise the City's Sign Ordinance

Amend the city's sign ordinance to eliminate inconsistencies, emphasize cohesive design for commercial centers with multiple buildings, and to include design standards reflective of the city's three distinct commercial districts [i.e., Historic Commercial District (HC), Community Commercial District (CC) and Shopping Center Commercial District (SC)]... Specific changes include, but are not limited to: eliminating pole signs; requiring master sign plans for shopping centers; requiring master sign plans for multiple businesses in a single structure, establishing criteria for announcement signs (e.g., signs with scrolling text or changing copy), and eliminating flashing or glaring signs.

Adoption of the code amendments brings the Angels Municipal Code into compliance with this General Plan 2020 implementation program. Consistency between the General Plan and the Angels Municipal Code necessarily means the proposal is consistent with the Angels Municipal Code. Therefore, based on the preceding, findings A and B may be made.

Finding C. The proposed change or amendment will not be substantially detrimental to the health, safety, or general welfare of the city.

The proposed code amendments include measures to protect the health and safety of the city against signs that could obstruct the public's ability to safely travel along public roadways.

The proposed code amendments clearly state the intent of the City in adopting the code changes as:

- 1. Ensure that signs are designed, constructed, installed, located and maintained according to minimum standards to safeguard life, health, property and public welfare;*
- 2. To protect and enhance the City's unique character minimizing visual distractions and sign proliferation that can detract from the unique character of the City and its built environment;*
- 3. Provide reasonable sign standards:*
 - a. To encourage their effective and attractive use as a means of identification, rather than for advertising, businesses, services, events, and uses enhancing economic values while minimizing unnecessary sign competition;*
 - b. Attract and direct the public to available activities, goods, and services;*
 - c. For consistency with community goals and policies expressed in the general plan and adopted Specific Plans;*
 - d. Consistent with state and federal laws, including outdoor advertising regulations applicable to state highways;*
- 4. Ensure that the designs of signs are architecturally compatible with affected structures and the character of surrounding development in order to maintain the overall quality of a neighborhood or commercial district.*
- 5. Protect public safety by ensuring that official traffic regulation devices are easily visible and free from nearby visual obstructions and distractions (e.g., attention-getting signs, excessive numbers of signs, signs resembling official signs);*

6. *Protecting the right of free speech by enacting regulations to regulate the time, place and which signs are permitted, and not the content of signs. Although examples of content may be provided in these regulations, content will not be used as a basis for determining whether or not a proposed sign may be permitted.*

These purposes are consistent with protecting the general welfare of the City. Based on the preceding, Finding C can be made.

FISCAL IMPACT:

The proposed changes update the existing municipal code for compliance with legal and regulatory requirements. Adoption and implementation are not expected to alter the costs to the City of implementing the City's sign code.

ENVIRONMENTAL FINDING:

Pursuant to the state guidelines for implementing the California Environmental Quality Act (CEQA), the proposed code amendments are exempt from further review, because the proposed amendments implement a program or programs identified within the scope of the 2020 General Plan Environmental Impact Report adopted for the 2020 General Plan. The proposed project is Categorically Exempt from state and city guidelines for the implementation of the California Environmental Quality Act (CEQA) pursuant to Section 15311, Class 11 (Accessory Structures) which states that signs are exempt from CEQA.

ATTACHMENTS:

- A. PowerPoint Presentation
- B. Planning Commission Resolution of Intent 25-13 with redlined changes to current code
- C. Ordinance 552 with clean draft of proposed code changes

**CITY OF ANGELS
PLANNING COMMISSION**

RESOLUTION OF INTENT NO. 25-13

**A RESOLUTION OF INTENTION OF THE CITY OF ANGELS PLANNING COMMISSION
RECOMMENDING TO THE CITY COUNCIL UPDATING THE CITY’S SIGN CODE INCLUDING
ADDRESSING FEATHER FLAGS AND OTHER TEMPORARY SIGNS (THEIR LOCATION, DURATION,
NUMBER ALLOWED); AMENDING HISTORICAL COMMERCIAL ZONING DISTRICT SIGNAGE
REQUIREMENTS TO ALLOW THE CITY PLANNER TO APPROVE SIGNS IN-HOUSE IN
ACCORDANCE WITH ADOPTED SIGN GUIDELINES WITH APPEALS TO THE PLANNING
COMMISSION, UPDATING PROVISIONS RELATED TO ELECTION SIGNAGE, AND CLERICAL
REVISIONS**

WHEREAS, the City of Angels Planning Commission is authorized by Angels Municipal Code Section 17.85.020 to assist and advise the city council and the public regarding planning matters; and

WHEREAS, the Planning Commission held a duly noticed public hearing on August 14, 2025, and received public input on the proposed code amendments and associated supporting documents; and

WHEREAS, the proposed code amendments and supporting documents are consistent with the city of Angels general plan; and

WHEREAS, The proposed code amendments and supporting documents are consistent with the city of Angels Municipal Code; and

WHEREAS, the proposed code amendments and supporting documents will not be substantially detrimental to the health, safety, or general welfare of the city; and

WHEREAS, pursuant to the state and City guidelines for implementing the California Environmental Quality Act (CEQA), the proposed amendment is exempt from further review, because the proposed amendments implement a program identified within the scope of the 2020 General Plan and was analyzed in conjunction with the Environmental Impact Report adopted for the 2020 General Plan; and signs are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 153011, Class 11 (Accessory Structures, including Signs) and state and city guidelines for the implementation of CEQA.

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission hereby recommends to the City Council approval of updating the city’s sign code including addressing feather flags and other temporary signs (their location, duration, number allowed); amending Historical Commercial zoning district signage requirements to allow the city planner to approve signs in-house in accordance with adopted sign guidelines with appeals to the Planning Commission, updating provisions related to election signage, and clerical revisions and directs staff to provide this recommendation of the planning commission and supporting findings to the City Council in writing within thirty days.



The foregoing resolution was introduced and moved for adoption on June 12, 2025, by Commissioner _____ and being duly seconded by Commissioner _____. PASSED AND ADOPTED THIS 14th day of August, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

John Broeder
Chairman

Michelle Gonzalez
Deputy City Clerk



CITY OF ANGELS
CITY COUNCIL
ORDINANCE 552

AN ORDINANCE OF THE CITY OF ANGELS CITY COUNCIL UPDATING THE CITY’S SIGN CODE INCLUDING ADDRESSING FEATHER FLAGS AND OTHER TEMPORARY SIGNS (THEIR LOCATION, DURATION, NUMBER ALLOWED); AMENDING HISTORICAL COMMERCIAL ZONING DISTRICT SIGNAGE REQUIREMENTS TO ALLOW THE CITY PLANNER TO APPROVE SIGNS IN-HOUSE IN ACCORDANCE WITH ADOPTED SIGN GUIDELINES WITH APPEALS TO THE PLANNING COMMISSION, UPDATING PROVISIONS RELATED TO ELECTION SIGNAGE, AND CLERICAL REVISIONS

WHEREAS, the City of Angels Planning Commission is authorized by Angels Municipal Code Section 17.85.020 to assist and advise the city council in matters pertaining to planning; and

WHEREAS, the City Council, in response to a public request, directed the Planning Commission to consider updates to the City’s Sign Ordinance; and

WHEREAS, the Planning Commission held a duly noticed public hearing on August 14, 2025, and received public input on the proposed code amendments; and

WHEREAS, the proposed code amendments are consistent with the City of Angels General Plan; and

WHEREAS, The proposed code amendments are consistent with the City of Angels Municipal Code; and

WHEREAS, the proposed code amendments will not be substantially detrimental to the health, safety, or general welfare of the city; and

WHEREAS, pursuant to the state and City guidelines for implementing the California Environmental Quality Act (CEQA), the proposed amendment is exempt from further review, because the proposed amendments implement a program identified within the scope of the 2020 General Plan and was analyzed in conjunction with the Environmental Impact Report adopted for the 2020 General Plan; and signs are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 153011, Class 11 (Accessory Structures, including Signs) and state and city guidelines for the implementation of CEQA.

WHEREAS, the Planning Commission passed Resolution of Intent 25-13 recommending to the City Council adoption of Ordinance 552; and

WHEREAS, the City of Angels City Council did hold a public hearing on September 16, 2025, introducing the ordinance and set and held a second public hearing to consider adoption on October 7, 2025;

NOW THEREFORE BE IT RESOLVED that the City of Angels City Council hereby adopts Ordinance 552 in accordance with **Attachment A** based on the following findings:

1. The proposed code amendments are consistent with the City of Angels General Plan; and
2. The proposed code amendments are consistent with the City of Angels Municipal Code; and
3. The proposed code amendments will not be substantially detrimental to the health, safety, or general welfare of the city; but will, in fact, assist in protecting the health, safety, and general welfare of the community; and

4. Pursuant to the state and City guidelines for implementing the California Environmental Quality Act (CEQA), the proposed amendment is exempt from further review, because the proposed amendments implement a program identified within the scope of the 2020 General Plan and was analyzed in conjunction with the Environmental Impact Report adopted for the 2020 General Plan; and signs are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 153011, Class 11 (Accessory Structures, including Signs) and state and city guidelines for the implementation of CEQA.

Section 2:

The foregoing Ordinance or a summary shall, before the expiration of fifteen (15) days of its passage, be published with the names of the Council members voting for and against the same once in a newspaper of general circulation printed and published in the County of Calaveras, State of California, and said Ordinance shall take effect and be in force thirty (30) days after the passage thereof.

The foregoing Ordinance was introduced at a regular meeting of the City of Angels City Council held on September 16, 2025, and passed and adopted as an ordinance of said City at a regular meeting of said Council held on October 2, 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Michael Chimente, Mayor

Michelle Gonzalez, Deputy City Clerk



HOME OF THE JUMPING FROG

**Chapter 17.62
SIGNS**

Sections:

Article I

- 17.62.010 Title and Authority.**
- 17.62.020 Findings and Purposes.**
- 17.62.030 Definitions.**
- 17.62.040 Applicability.**
- 17.62.050 General Rules and Interpretation.**

Article II

- 17.62.060 Signs Exempt from a Sign Permit.**
- 17.62.070 Prohibited Signs.**
- 17.62.080 Application, Fees, Review Process, Issuance.**

Article III

- 17.62.090 Temporary Sign Standards.**
- 17.62.100 Sign Standards (Zoning Districts Outside the Historical Commercial District).**
- 17.62.110 Signs Requiring a Conditional Use Permit.**
- 17.62.120 Sign Standards (Historical Commercial Zoning District).**

Article IV

- 17.62.130 Requests for exceptions.**
- 17.62.140 Findings for approval of an exception.**

Article V

- 17.62.150 Sign Maintenance.**
- 17.62.160 Unsafe / Hazardous signs.**
- 17.62.170 Abandoned Signs, Removal.**
- 17.62.180 Nonconforming signs--Permitted when.**
- 17.62.190 Nonconforming, Abandoned, Illegal signs--Removal.**
- 17.62.200 Enforcement.**

Article I

17.62.010 Title and Authority.

A. Title

This chapter shall be known and cited as the “City of Angels Sign Regulations.”

B. Authority

This chapter is adopted pursuant to the authority vested in the City of Angels and the State of California, including but not limited to: the State Constitution, California Government Code Sections 65850 et seq., 65850(b), [38774](#), [38775](#) and [65850](#), California Business and Professions Code Sections [5200 et seq.](#) and [5490 et seq.](#), and California Civil Code Section [713](#) and other applicable state laws.

17.62.020 Findings and Purposes.

A. Findings.

The City of Angels hereby finds as follows:

The City character is associated with its rural small-town charm, distinctive architecture, and historic tradition. Signs have a strong visual impact on this character. As a prominent part of the scenery, they attract or repel the viewing public, affect the safety of vehicular traffic, and their appearance, size, and placement, help set the tone of the community. Since the City relies on these characteristics to attract commerce, aesthetic considerations assume economic value. It is the intent of the City, through this ordinance, to protect and enhance the City's historic, commercial, small-town and residential character and, therefore, its economic base through the provision of appropriate and visually appealing signage. In addition, it is the intent of the City to standardize sign requirements in order to minimize their distracting effect on drivers and thereby improve traffic safety.

B. Purposes.

The purposes of these sign regulations are to:

1. Ensure that signs are designed, constructed, installed, located and maintained according to minimum standards to safeguard life, health, property and public welfare;
2. To protect and enhance the City’s unique character minimizing visual distractions and sign proliferation that can detract from the unique character of the City and its built environment;
3. Provide reasonable sign standards:
 - a. To encourage their effective and attractive use as a means of identification, rather than for advertising, businesses, services, events, and uses enhancing economic values while minimizing unnecessary sign competition;
 - b. Attract and direct the public to available activities, goods, and services;
 - c. For consistency with community goals and policies expressed in the general plan and adopted Specific Plans;

- d. Consistent with state and federal laws, including outdoor advertising regulations applicable to state highways;
- 4. Ensure that the designs of signs are architecturally compatible with affected structures and the character of surrounding development in order to maintain the overall quality of a neighborhood or commercial district.
- 5. Protect public safety by ensuring that official traffic regulation devices are easily visible and free from nearby visual obstructions and distractions (e.g., attention-getting signs, excessive numbers of signs, signs resembling official signs);
- 6. Protecting the right of free speech by enacting regulations to regulate the time, place and manner under which signs are permitted, and not the content of signs. Although examples of content may be provided in these regulations, content will not be used as a basis for determining whether or not a proposed sign may be permitted.

17.62.030 Definitions.

For the purpose of this chapter, the following words and phrases have the meanings respectively ascribed to them as follows:

"A-frame sign," "portable sign" and "sandwich board sign" shall mean portable signs capable of standing without support or attachment and intended to be placed outside and returned to the inside of a building at the start and end of each business day. An A-frame sign is a double-sided sign attached at an apex whose legs provide a frame for plywood panels.

"Aggregate total glass surface area" shall mean the product of multiplying the length times the width of the storefront glass surface along a single building elevation with the proviso that window panel separations (mullions, grids, etc.) that are less than six inches wide shall be counted within the aggregate total glass surface area available for signage, and window panel separations or building structural elements separating windows that are greater than six inches shall not be included within the aggregate total glass surface area available for signage. In case of stores with more than one building elevation with window glass, the aggregate total glass surface area available for the placement of signage shall be calculated based on the dimensions of each individual elevation. Unused amounts of aggregate total glass surface area from one elevation shall not be applied to any other elevation.

"Amenity sign" means a wall-mounted or freestanding sign that promotes features and/or services of a commercial business.

"Animated sign" shall mean a sign with motion, flashing lights, or changes in color or intensity utilizing electricity or other sources of energy. This definition shall not include a sign which tells only time and temperature in alternating sequences.

Apartment Community. The term "apartment community" shall mean an apartment project which consists of a minimum of eight apartment units located on the same lot, which are for rent only.

"Area of sign" shall mean in computing maximum permissible sign area or display surface the overall display surface of a sign shall be included, or the largest face of a double sign and not the aggregate of display faces. The area of a sign without a border shall be computed by

enclosing the entire sign within sets of parallel lines touching the outer limits of the sign message and computing the area thus enclosed.

"Awning" shall mean a structure composed of canvas or other non-canvas materials, except for the supporting framework, which extends from the exterior wall of a building.

"Awning sign" shall mean a sign composed of flexible materials and incorporated into an awning.

"Balloon" shall mean any inflatable sign or balloon regardless of size that is designed to be used as an advertising device for any business or promotional event.

"Banner sign" shall mean a temporary sign composed of lightweight, flexible, nonrigid material either enclosed or not enclosed in a rigid frame. "Banner signs" do not blow or move in the wind and are generally attached to a structure at four corners.



"Billboard" shall mean, in the City of Angels, an outdoor advertising device typically ranging in size from 10' x 36' to 14' x 48' in size. Billboards typically advertise a single entity.

"Blade sign" shall mean a pedestrian-oriented, non-internally illuminated double-faced sign, comprised of one individual panel, projecting from the building wall on which it is mounted. A blade sign cannot exceed a total of five square feet of signage per side, and cannot project more than thirty-six inches from the building wall on which it is mounted.



"Building front" shall mean the wall surface facing the primary street. In case of a corner business, it shall be at the discretion of the owner which building face shall be considered the front.

"Building facade" shall mean that portion of any exterior elevation of a building extending from grade to eaves, parallel to the street and extending the entire width of the building. Any area of the facade made up of false fronts and/or parapets cannot be included in the facade calculation for sign area.

"Bulletin board sign" shall mean an exterior sign used to display announcements pertaining to an on-site church, school, community center, park, hospital, or institutional building.

"Business front" shall mean the side of a building that contains the principal entrance. For a shopping center, multiple business fronts may exist.

"Business sign" shall mean any structure, housing sign, device, figure, painting, display, message placard, or other contrivance, or any part thereof, which has been designed to advertise, or to provide data or information in the nature of advertising, for any of the following purposes:

- a. To designate, identify, or indicate the name or business of the owner or occupant of the premises upon which the business sign is lawfully erected.
- b. To advertise the business conducted, services available or rendered, or goods produced, sold, or available for sale upon the property where the business sign has been lawfully erected.

"Canopy" shall mean a roof of a building or a fixed overhead shelter used as a roof, which may or may not be attached to a building.

"Canopy sign" shall mean a sign attached to, written on, or hung from a canopy.

"Changeable Message Board" or "Changeable Message Sign" shall mean a programmable electronic sign temporarily used by the City of Angels, Caltrans, or authorized construction contractors to direct traffic during construction, temporary road closures or detours, emergencies, special events or related public functions or events.



"Civic sign" shall mean a sign, other than a commercial sign, posted to advertise a civic event, public agency, school, church, civic-fraternal organization or similar non-commercial organization.

"Coming soon sign" shall mean a sign placed on the site of work under construction stating that a business will be opening soon and denoting the opening date, architect, engineer, contractor, future business or lending agency.

"Construction sign" shall mean a temporary sign with the names of the architects, engineers, contractors, subcontractors and financing agencies of buildings and structures being constructed upon the site on which the sign is located.

"Corner triangle" shall mean the triangular area created by a line connecting points along the front and side lot lines which points are established forty feet in distance from the intersection of

the extension of such front and side lot lines within the street right-of-way, and by a line connecting points along the front lot line and driveway apron, which points are established ten feet in distance from the intersection of the extension of such front lot line and driveway apron within the perpendicular to the street right-of-way.

"Corporate flag" shall mean a flag identifying a business or firm.

"Directional tract sign" shall mean an off-site temporary sign containing only the name and location of a subdivision and/or a multiple-family residential project and directions for reaching the project.

"Double-faced sign" shall mean a sign with more than one face located on the same base or support structure and the sign advertising faces are back-to-back so that both faces cannot be viewed from any point at the same time, and the sign faces are not more than eighteen inches apart.

"Electronic reader board sign" shall mean a business sign on which the copy is manually or electronically changed and which is intended primarily to promote items for sale or of general interest to the community. This term includes a business bulletin board, a time/temperature sign, or other changeable copy sign. See also Changeable Message Board, Changeable Message Sign.

"Erect" shall mean to build, construct, attach, hang, place, suspend or affix. Such terms also include the painting of wall signs.

"Facade" shall mean the portion of any exterior elevation of a building extending from grade to the top of the parapet wall, or eaves, parallel to the street and extending the entire width of the building.

"Feather flag" shall mean a type of temporary sign a pole shaped similar to a feather/flag as pictured.



"Flashing sign" shall mean an illuminated sign in which the artificial light is not maintained in a stationary or constant intensity.

"Frontage property" shall mean the longest, single, lineal dimension of a parcel of property abutting on a public street.

"Garage sale sign" shall mean a sign that is used to advertise the sale of used or secondhand goods or merchandise at dwellings and on residentially zoned property; these sales may also be known as patio sales, yard sales, estate sales, etc.

"Grand-opening signs" shall mean banners, pennants, flags, balloons, searchlights, and advertising devices when used only for bona fide grand-opening functions.

"Height" shall mean, in determining maximum or allowed height, the distance shall be measured from base of pole, or point where base of pole would be on level ground, to top of sign.

"Historic sign" shall mean an existing sign, or refurbishing of an existing sign, or re-creation of a sign that once existed on the subject site at least fifty years ago.

"Identification sign" shall mean a sign, or device, which serves exclusively to designate the name, or the name and use, of churches, auditoriums, public buildings, or multifamily residential uses, or the use of a lawful parking area, recreation area, or other use permitted in the district.

"Illegal sign" shall mean signs and their supporting members which do not meet any of the criteria of this chapter and that is not otherwise a legal nonconforming sign

"Illuminated sign" shall mean an internally or externally illuminated business sign which uses a source of light in order to make the message readable.

"Marquee" shall mean a fixed overhead shelter used as a roof, which may or may not be attached to a building, and which projects into or overhangs a public street or alley right-of-way.

"Marquee sign" shall mean a sign attached to or hung from a marquee and which is mounted in a vertical plane.

"Master sign program" or "Master Sign Plan" shall mean a sign program approved by the City for a Shopping Center or other multi-occupant or mixed-use building.

"Mobile sign" shall mean any sign not permanently affixed to a vehicle that is used to advertise a business or service.

"Monument sign" shall mean an independent, freestanding sign structure supported on the ground by a solid base at least as wide as the sign, as opposed to being supported by poles or open braces.

"Mural" shall mean a picture or decoration which is painted on, or otherwise applied directly to, an external wall. Murals integral to the architecture of the building shall not count as signage. Murals that do not include advertising, shall be considered public art.

"Neon" shall mean illumination affected by a light source consisting of a LED or neon or other gas tube which is bent to form letters, symbols or other shapes.

"Nonconforming sign" shall mean any sign installed prior to the adoption of the ordinance codified in this chapter which does not meet the specifications and requirements of this chapter.

"Office building master identification sign" shall mean a business sign that serves to identify an office building or any institutional use, and whose copy shall include only the name of the building or institutional use and the street address range of the complex.

"Official public sign" shall mean signs of a public nature, which shall include public transit service signs, utility information signs, public restroom or telephone signs, trespassing signs, City established monument signs, legal notices erected by a public officer in the performance of a public duty and signs placed by a public agency for the purpose of guiding persons to

emergency centers or places, buildings, public parking areas, or locations of regional or historical significance.

"Off-site advertising sign" shall mean any sign which advertises or informs about a business organization or event, goods, products, services or uses not available on the property upon which the sign is located. Signage for a business within a shopping center under multiple ownership shall not be considered an off-site advertising sign even though it is not located on the same property as the business being advertised. The term "off-site advertising sign" does not include community identification signs, off-site residential development directional signs or off-site temporary for sale or lease signs.

"Off-site residential development directional sign" shall mean a uniformly designed sign which advertises or informs the public about a residential development where five or more dwelling units are undergoing construction.

"Off-site temporary for sale or lease sign" shall mean any off-site sign used in-lieu of a freestanding sign which advertises property for sale or lease.

"On-site temporary for sale or lease sign" shall mean any on-site sign used in-lieu of a freestanding sign, which advertises property for sale or lease.

"Open-house sign" shall mean a portable sign used in connection with the sale of individual residential real properties.

"Pedestrian/shingle sign" shall mean a suspended sign used to identify and indicate pertinent facts concerning a business or professional services conducted on the premises.

"Pennant" shall mean any tapering flag used for signaling or identification.

"Permitting body" shall mean the person or body with the authority to review and approve permits for signs. This may include the City Planner, the planning commission, or the city council.

"Pole sign" shall mean a freestanding sign supported by one or more pillars, poles or posts that is more than eight feet in height but less than twenty feet in height with sign copy or content no lower than eight feet, nor higher than eighteen feet in height.



"Political sign" shall mean a sign designed for the purpose of advertising support of or opposition to a candidate or proposition for a public election.

"Projecting building sign" shall mean a wall sign which projects from and is supported by a wall or roof of a building, structure or sign structure and projects beyond the eaves of a building or overhang.

"Real estate sign" means a sign advertising real property for sale, rent, or lease, including an "open house" sign.

"Roof sign" shall mean any sign erected and constructed wholly on or over the roof of a building, supported by the roof structure, and extending vertically above the roof.

"Service station display structure" shall mean an on-site identification business sign that serves to identify the name and logo of the service station located on the site.

"Service station price sign" shall mean a business sign indicating gasoline prices and available services.

"Shopping center" shall mean any complex of separate businesses so designated by the planning commission as a shopping center.

"Sign" shall mean every sign, billboard, freestanding sign, portable freestanding sign, wall sign, roof sign, illuminated sign, projecting sign, temporary sign and street clock, and includes any announcement, declaration, demonstration, display, illustration or insignia used to advertise or promote any interest when the same is placed so that it is clearly visible to the general public from an out-of-doors position.

"Sign structure" shall mean the supports, uprights, braces and framework of a sign.

"Streamer" shall mean a long, narrow banner, flag, or pennant.

"Street address sign" shall mean the numerals of a street address for a given use or uses in a given residential or commercial building or buildings.

"Street Tree" shall mean any tree planted within a City, County, or State right-of-way or on public property.

"Temporary sign" shall mean any sign, banner, pennant, valance, feather flag, campaign sign or advertising display constructed of cloth, canvas, light fabric, plastic, cardboard, wallboard or other light materials, with or without frames, intended to be displayed for a period of not more than 100 days in a calendar year.

"Tenant directory sign" shall mean a tenant directory or other exclusively informational listing of tenant names attached to the exterior wall at the entrances of a building and used for the purpose of displaying the names and unit identifications of occupants engaged in professions or businesses on the premises.

"Tenant frontage" shall mean the linear length of a building frontage of suites occupied by a tenant.

"Vehicular sign" shall mean any sign permanently affixed to an operable or inoperable vehicle currently registered as a motor vehicle, which is used in the normal course of business.

"Wall sign" shall mean any sign attached to, painted on or erected against the wall, roof or marquee of a building or structure, and not extending more than six inches beyond the point of attachment.

"Window sign" shall mean a sign maintained in or painted in or painted in or painted upon a window, which shall be classified as a wall sign. (Ord. 440, 2009: Ord. 337 §1, 2000; Ord. 324 §§1, 7, 1992; Ord. 280 §2, 1986)

17.62.040 Applicability.

This chapter shall apply to all property and land within the jurisdiction of the city. It is unlawful for any person, firm, or corporation that owns, occupies, or controls property in the city to construct, maintain, display or alter or cause to be constructed, maintained, displayed or altered a sign within the city except in conformance with this chapter.

17.62.050 General Rules and Interpretation.

- A. *Signs Must Comply with this Code.* In all zones, only such signs that are specifically permitted or exempted in this chapter may be placed, erected, maintained, displayed or used, and the placement, erection, maintenance, display or use of signs shall be subject to all restrictions, limitations and regulations contained in this chapter. The placement, erection, maintenance, display or use of all other signs is prohibited.
- B. *Enforcement Authority.* The City Planner is authorized and directed to enforce and administer the provisions of this chapter.
- C. *Permit Requirement.* Unless expressly exempted by a provision of this chapter, or by other applicable law, signs within the regulatory scope of this chapter may be displayed only pursuant to a permit issued by the city pursuant to this chapter and any applicable permits required by the building code.
- D. *Message Neutrality.* It is the city’s policy to regulate signs in a way that does not favor commercial speech over noncommercial speech and is content neutral as to noncommercial messages which are within the protections of the First Amendment to the U.S. Constitution and the [California Constitution](#).
- E. *Regulatory Interpretations.* All regulatory interpretations of this chapter are to be exercised in light of the city’s message neutrality policy. Where a particular type of sign is proposed in a permit application, and the type is neither expressly allowed nor prohibited by this chapter, or whenever a sign does not qualify as a “structure” as defined in the building code, then the City shall approve, conditionally approve or disapprove, or refer the sign to the Planning Commission, based on the most similar sign type that is expressly regulated by this chapter.

- F. *Substitution of Messages.* Subject to the property owner’s consent, a non-commercial message of any type may be substituted for any commercial message or any non-commercial message; provided that the sign is otherwise legal without consideration of message content. Such substitution of message may be made without any additional approval or permitting. This provision prevails over any more specific provision to the contrary within this chapter. This provision does not create a right to increase the total amount of signage on a parcel, lot or land use; does not affect the requirement that a sign structure or mounting device be properly permitted; does not allow a change in the physical structure of a sign or its mounting device; and does not allow the substitution of an off-site commercial message in place of an on-site commercial message.

- G. *Severance.* If any section, sentence, clause, phrase, word, portion or provision of this chapter is held invalid, or unconstitutional, or unenforceable, by any court of competent jurisdiction, such holding shall not affect, impair, or invalidate any other section, sentence, clause, phrase, word, portion, or provision of this chapter which can be given effect without the invalid portion. In adopting this chapter, the city council affirmatively declares that it would have approved and adopted the chapter even without any portion which may be held invalid or unenforceable.

Article II

17.62.060 Signs exempt from a sign permit.

The city has a compelling interest in permitting the following signs in order to comply with state and local laws and to promote public safety on city property and in the public right-of-way. The following signs may be installed without a sign permit, provided they meet the requirements listed below. Under certain circumstances these signs may require a building permit or encroachment permit. Contact the building department for permitting requirements prior to installing any of the signs listed below. These signs shall not be included in the determination of type, number, or area of signs allowed on a given property.

- A. *Address Signs.* Signs installed in compliance with California Fire Code Section 505.1 or, if updated, the applicable fire code section as determined by the city fire marshal.

- B. *Signs Posted during Construction.* A maximum of four nonilluminated signs located on construction sites not exceeding sixteen square feet in aggregate area, while a valid construction permit is active. For commercial and residential projects on sites three acres or larger, the maximum exempt sign area under this subsection is thirty-two square feet. For construction projects along linear routes (e.g., roads, pipelines), signage shall be as permitted pursuant to the project’s encroachment permit.

- C. *Gasoline Price Signs.* Not more than one price sign for each frontage, not to exceed twenty square feet each and subject to height and setback limits established by zoning district.

Notwithstanding other provisions of this chapter, signs may include digital readouts or LED technology as necessary to comply with [Business and Professions Code](#) for the display of fuel prices.

- D. *Official Signs.* Official federal, state, local government signs and notices issued by any court, person, or officer in performance of a public duty; signs required by federal, state, or local law; and signs placed by utility companies as part of the normal operation and maintenance of utility facilities.
- E. *Directional signs.*
 - 1. Directional signs may be erected for the purposes of facilitating or controlling the efficient or safe movement of pedestrians or vehicles (motorized and non-motorized). Directional signs placed within the City or State Highway ROW shall require an encroachment permit from the City or Caltrans, as applicable.
 - 2. Such signs shall not be used for advertising purposes.
- F. *Miscellaneous Small Signs.* Signs with an aggregate area not exceeding four square feet.
- G. *No Trespassing Signs.* Trespass warnings that are posted in compliance with applicable federal, state, and local laws.
- H. *Traffic Safety Signs.* Signs warning of construction, excavation, or similar hazards if expressly approved by the City Engineer (for local streets) or Caltrans (for state highways).
- J. *Vehicle Signs.* Painted signs or decals affixed to the body of any vehicle, unless parked or operated for the primary purpose of displaying the sign. See prohibited vehicle signs in Section [17.62.070](#).
- K. *Signs within Building Interior.* Signs or other visual communicative devices that are located entirely within a legally established building or other enclosed structure and are not intended to be oriented or be made visible from the exterior.
- L. *Temporary Signs in Residential Zoning Districts*
 - 1. A total of 12 square feet of nonilluminated and nonelectronic temporary signage are permitted (e.g., one sign not exceeding 12 square feet, or two temporary signs not exceeding 6 square feet etc.) for up to ninety days per calendar year in addition to other signs that may be installed in accordance with this section. Note: Christmas or holiday decorations are not considered signage for the purposes of this provision.
 - 2. Temporary signs shall not include sign types listed in Section [17.62.070](#) (Prohibited signs).
 - 3. Temporary signs may change copy during the 100-day period, but shall not exceed 100 days total for all temporary signs per calendar year.

4. Signs in multi-unit apartments, condominiums, or common interest subdivisions with no ground level ownership may have up to two temporary window signs not to exceed twenty percent of the window area in which they are displayed and not exceed 100 days in total duration per calendar year.

Examples of such signs include yard sale signs, campaign signs.

17.62.070 Prohibited Signs

The city has a compelling interest to prohibit the following signs to further the findings and purpose (Section [17.62.030](#)) of these sign regulations and to enforce local, state and federal law. All signs below are specifically identified as prohibited with some exceptions, and any other signs not expressly provided for or exempted from this chapter are prohibited. Sign types which, in the determination of the City Planner, are similar to those listed in this section or which are not described in these regulations are also prohibited.

- A. *Attention-Getting Devices.*
Pennants, streamers, spinners, balloons, inflatable signs, search lights, beacons, flashing lights or messages and other similar attention-getting devices, unless authorized in conjunction with a temporary sign permit or special event permit, and provided the City Engineer and Caltrans, if applicable, determines that such a sign will not create an unsafe distraction for users of public rights-of-way.
- B. *Signs placed within the State right-of-way* (along SR 4 or SR 49).
The State Outdoor Advertising Act prohibits non-official signs placed within the state right of way.
- C. *Property owner consent.*
No sign may be displayed without the consent of the legal owner(s) of the property on which the sign is mounted or displayed. For purposes of this policy, “owner” means the holder of the legal title to the property and all parties and persons holding a present right to possession, control or use of the property (Penal Code Section 556.1)¹
- D. *Publicly-owned property.*

¹ It is a misdemeanor for any person to place or maintain or cause to be placed or maintained upon any property in which he has no estate or right of possession any sign, picture, transparency, advertisement, or mechanical device which is used for the purpose of advertising, or which advertises or brings to notice any person, article of merchandise, business or profession, or anything that is to be or has been sold, bartered, or given away, without the consent of the owner, lessee, or person in lawful possession of such property before such sign, picture, transparency, advertisement, or mechanical device is placed upon the property. (Penal Code 556.1)

Non-official signs, are not allowed on publicly owned property. Publicly owned property means any property owned by the City (even if open to the public), including sidewalks, streets, landscape areas/medians, light poles, electric poles, traffic signals, along any public right of way, etc. For signs announcing special events in City-owned parks, a temporary sign permit (which may be issued in conjunction with a special event permit) is required.

- E. *Pole signs.* New pole signs are prohibited. Pole signs in existence on October 1, 2025, which may or may not be legally conforming, shall be deemed legally conforming (See 17.62.180). Any change in copy or structure shall comply with the provisions of this chapter for existing pole signs.
- F. *Outdoor Advertising Displays and Off-Site Signs.* Outdoor advertising displays such as billboards, handheld signs, mascots, and all off-site commercial signs that display advertising for a business, commodity, service, facility, or other such matter that is not located, conducted, sold, or offered upon the premises where the sign is located are prohibited within the city. Any such outdoor advertising displays that are located within the public right-of-way are considered off-site and are prohibited. See Section 17.62.110 for regulations related to off-site signs that are not prohibited, but require a conditional use permit.
- G. *Highly Reflective and Fluorescent Signs.* Signs made wholly or partially of highly reflective material and fluorescent or Day-Glo painted signs.
- H. *Signs on Utility Poles or Traffic Control Devices.* Signs attached or placed adjacent to any utility pole, traffic sign, signal, or marking, or any other official traffic-control device, unless in accordance with the [California Vehicle Code](#).²
- I. *Signs on Street Trees.* Any sign posted on a street tree.
- J. *Signs That Block Ingress or Egress.* Any sign, such as a sandwich board sign, placed or maintained so as to interfere with free ingress to or egress from any door, window or fire escape, or parking lot. Prohibited signs include signs that block ingress or egress necessary to comply with the Americans with Disabilities Act (ADA).
- K. *Signs in the Street Right-of-Way.* Any sign placed in any street right-of-way without a valid encroachment permit or prior approval of the City or, if applicable, Caltrans, for the purpose of safety or traffic control.
- L. *Simulated Traffic Signs.* Any sign which simulates or imitates in size, color, lettering or design any traffic sign or signal, or which makes use of words, symbols or characters in such a manner as to interfere with, mislead, or confuse pedestrian or vehicular traffic.

² Pacific Gas and Electric v. Public Utilities Commission, 475 U.E.1 (1986)

M. *Vehicle Signs or Mobile Advertising Displays.*

Mobile billboard advertising displays and advertising signs on motor vehicles parked or left standing upon a public street or right-of-way or in view of a public street or right-of-way, except for advertising signs that are permanently affixed to the body of, an integral part of, or a fixture of a motor vehicle for permanent decoration, identification, or display and that do not extend beyond the overall length, width, or height of the vehicle, advertisement on license plate frames installed in compliance with Vehicle Code Section [5201](#), and paper advertisements issued by a dealer contained within a license frame installed in compliance with Vehicle Code Section [5201](#). For purposes of this section, “permanently affixed” means any of the following:

1. Painted directly on the body of a motor vehicle,
2. Applied as a decal on the body of a motor vehicle, or
3. Placed in a location on the body of a motor vehicle that was specifically designed by a vehicle manufacturer as defined in Vehicle Code Section [672](#) and licensed pursuant to Vehicle Code Section [11701](#), in compliance with both state and federal law or guidelines, for the express purpose of containing an advertising sign.

The city has determined this prohibition is necessary because mobile advertising as a primary purpose inhibits the safe movement of traffic, contributes to air pollution, and detracts from the overall aesthetics of the city. This prohibition applies citywide irrespective of the content of the message or ideas expressed.

- N. *Prohibited or Unpermitted Uses.*** Any sign displaying a commercial message promoting a business that is not a permitted use pursuant to Title [17](#) (Zoning Regulations).
- O. *Billboards.*** New billboards are prohibited. Billboards in existence on October 1, 2025, which may or may not be legally conforming, shall be deemed legally conforming until such time as the lease for the billboard expires. After that time, they shall be deemed legally nonconforming.
- P. *Roof Signs.*** New roof signs are prohibited. Roof signs in existence on November 1, 1991, which may or may not be legally conforming, shall be deemed legally conforming. Any change in copy or structure shall comply with the provisions of this chapter for nonconforming signs.

17.62.080 Applications, Fees, Processing, Review, Approvals – All Signs

A. Application.

An application for a permit for each sign shall be made to the city in such form and include such information as the city shall prescribe. The application shall be accompanied by the permit fee herein provided. The application will be obtainable at the community development department.

B. Fees.

The permit fee for each application for each sign shall be based on the fees prescribed by resolution of the city council.

C. Fee Waivers, Master Sign Plans

1. *Sign Permit Fee waiver if obtained at the same time as other entitlements.* Sign permits should be obtained in conjunction with other entitlements required for a project (e.g., other entitlements include, but are not limited to site plan review, site development permit, special event permit, conditional use permit). When sign permits are obtained in conjunction with and prior to issuance of another entitlement for the same project, a separate sign permit fee will not be required unless the sign permit requires a conditional use permit. Sign permits obtained after issuance of another entitlement for the same project will require payment of a sign permit fee. Sign permits obtained in conjunction with a business license only require payment of a sign permit fee.
2. *Master Sign Plans*
 - a. Shopping centers shall submit a master sign plan to the planning commission at the time of site plan approval.
 - b. The City Planner may require a business with multiple tenants to submit and obtain approval for a master sign plan to encourage consistent sign design, avoid disputes amongst tenants, and facilitate approval of new signs in the same complex.

D. Processing, Review, and Approval

1. *Planning Commission Review.* Whenever a public hearing is required for the review and approval of a project due to the requirement for an entitlement(s) in addition to a sign permit (e.g., non-administrative site plan review, non-administrative site development permit, non-administrative conditional use permit, tentative subdivision map, variance, sign exception), the sign for that project shall be subject to review and approval by the Planning Commission at the same time as the public hearing for the other entitlement(s) occurs.

2. *City Planner Review.* When the provisions of paragraph 1 do not apply, the City Planner may issue any sign permit that does not otherwise require a conditional use permit or request an exception to the City of Angels Sign Regulations. The decision of the City Planner is appealable to the Planning Commission pursuant to 17.81.020. The City Planner may refer any sign permit to the Planning Commission at his or her discretion. In the Historical Commercial Zoning District, the City Planner may, at his or her discretion, refer the sign permit to the Historic District Sign Review Committee, established pursuant to Section 17.85.105, or to the full Planning Commission.
3. *Public Noticing.* Signs issued by the City Planner or the Historic District Sign Review Committee (17.85.105) do not require public noticing or a public hearing unless such signs otherwise require a conditional use permit or include a request for an exception to the City of Angels Sign Regulations in which case public noticing and a public hearing are required in accordance with Section 17.85.160.

Article III

17.62.090 Temporary Signs Located Outside the Historical Commercial Zoning District

A. Permit and Fees Required.

1. Temporary signs shall require a sign permit issued by the City Planner in accordance with Section 17.62.060 excepting those identified in Paragraph B. Any temporary sign installed without a temporary sign permit and not exempt per Paragraph B, may be removed by the City in accordance with Section 17.62.190.
2. A fee shall be collected as established by resolution of the city council.

B. Exceptions.

Temporary Signs allowed without obtaining a Temporary Sign Permit include those:

1. Approved in conjunction with an approved temporary or intermittent use, or outdoor event permit or special event permit, or other planning entitlement(s) (e.g., site plan review, site development permit, special event permit, conditional use permit); or
2. Approved with a sign permit as a temporary sign pending manufacture and installation of an approved permanent sign for not more than thirty days or within a specified time frame as determined by the City Planner; or
3. Approved by the City over designated rights-of-way (i.e., SR 49) in compliance with the City's Caltrans Encroachment Permit; or
4. Exempt under Section [17.62.060](#).

C. Temporary Sign Standards for Nonresidential Zoning Districts, Excluding the Historical Commercial Zoning District

Paragraph C excludes temporary signs allowed in the Historical Commercial Zoning District. For temporary signs allowed in the Historical Commercial Zoning District, see Section 17.62.110.

Examples of temporary signs in non-residential districts outside the Historical Commercial Zoning District are campaign signs, real estate signs, notices of special events, and grand openings. Temporary signs shall be posted below the roofline of the building and not obscure architectural features or cover windows and comply with all of the following:

1. A total of 24 square feet of nonilluminated and nonelectronic temporary signage is permitted subject to obtaining a temporary sign permit (e.g., one sign not exceeding 24 square feet, or two temporary signs not exceeding 12 square feet etc.) for up to 100 days per calendar year unless otherwise provided in paragraph 4.
2. Temporary signs shall not include sign types listed in Section [17.62.070](#) (Prohibited signs).
3. Temporary signs may change copy during the 100-day period, but shall not exceed 100 days total for all temporary signs per calendar year unless otherwise provided in paragraph 4.
4. *Removal.* Temporary signs must be removed within ten (10) days after the election, sale, rental, lease or conclusion of the event which is the basis for the sign. For signs promoting events without an “end” date; the provisions of Paragraph 1 shall apply.
5. *Temporary Political signs in view of a state highway (SR 4, SR 49).*

Section 5405.3 of the State Outdoor Advertising Act (Business and Professions Code) exempts the placing of temporary political signs from normal state outdoor advertising display requirements when the sign 1) encourages a particular vote in a scheduled election, 2) is place no sooner than 90 days prior than the scheduled election and removed within 10 days after the election, 3) is no larger than 32 square feet, and 4) the sign proponent has filed a Statement of Responsibility certifying a person who will be responsible for removing the sign and 5) the signs is not placed in the State right-of-way. State law directs the Department of Transportation to remove unauthorized temporary political signs and bill the responsible party for their removal.
6. *Sunset Clause for Section 17.62.090 December 31, 2028.*

The provisions of Section 17.62.090 shall end December 31, 2028, unless the City determines that this Section is consistent with the purposes expressed in Section 17.62.030 and an extension to this Section with or without changes is warranted.

17.62.100 Permanent Sign Standards Outside the Historical Commercial District:

A. Maximum area per building.

The maximum sign area for each building, except that covered under "Shopping centers," Section [15.12.080](#) and provisions in the historic district, shall not exceed ten percent of the business front, but in no case shall exceed ninety square feet for the business front. The sign area allowed to separate occupancies in multiple-use buildings will be in direct proportion of their part of the total building front including doors and windows. (Ord. 324 §2, 1992; Ord. 280 §3(A)(4), 1986)

B. Types permitted.

There may be permitted for each building a combination of not more than three types of signs: freestanding, wall or projecting, with their aggregate size not exceeding the size limitations under paragraph A.

1. Freestanding sign--On-premises.

The following applies to freestanding signs on premises:

- a. Location. An on-premises sign is one that is confined to the owner's property. Such signs are not allowed in residential zones.
- b. Height. No such sign shall exceed eight feet in height except as provided in Section [15.12.175](#). The height of freestanding signs shall be measured from the base line.
- c. Number. There may be one such sign for each building, and in no case shall exceed ninety square feet as defined in paragraph A.

2. A-Frame/Sandwich Board Signs.

- a. Free-standing signs on an A-frame. Subject to the requirement to be located on the parcel of the business being identified; is not in the public right-of-way; does not block the sidewalk or create visibility problems for vehicles or pedestrians; and does not exceed a width of four feet or height of four feet for a total sign area to not exceed sixteen square feet per side of sign area. (Ord. 377 §3, 2000; Ord. 280 §5(A)(1), 1986)
- b. Sandwich signs located along sidewalks shall not block sidewalks. Signs on or near sidewalks shall maintain a minimum 4-foot travel way to accommodate accessibility.

3. Wall and window signs.

- a. Location. Wall signs shall be located on the business front.

- b. Height. No part of any sign shall extend above the top level of the wall upon or in front of which it is situated. Any such sign which is suspended or projects over any public walkway or walk area shall have an overhead clearance of at least eight feet.
- c. Number. There may be any number of wall signs for each business front, but the total sign area shall not exceed ten percent of the building front, and in no case exceed ninety square feet, as defined in paragraph A.
- d. Thickness or Projection. No sign, including any light box or other structural part, shall project more than twelve inches from the building face. (Ord. 280 §6, 1986)

4 Projecting signs.

- a. Location. Signs may be located on the building front, providing they do not constitute a hazard to pedestrians or vehicular traffic, do not conceal from view any public or business sign or traffic signal, do not extend or project over a street right-of-way and do not extend lower than eight feet above the surface below it.
- b. Height. No such sign shall extend above the top level of the wall upon or in front of which it is situated, or, in the case of buildings having sloping roofs, above the roof ridge.
- c. Number. There may be one projecting sign for each business front, but total sign area shall not exceed ten percent of the building front, and in no case exceed ninety square feet, as defined in Section [15.12.140](#). (Ord. 280 §7, 1986)

C. Lighting and Open Signs.

Signs shall have no flashing or blinking lights; lighting shall be arranged so that visibility of vehicular traffic is not impaired, and objectionable glare is shielded from adjoining residential zones. except for the following:

Each business may have one LED or neon “Open” sign not exceeding two square feet as measured along the outside perimeter (frame) of the sign. The “Open” sign shall be non-blinking with steady light.

Any sign in violation of this subsection shall be removed immediately.

17.62.110 Signs requiring a Conditional Use Permit - Special Findings

The following signs are prohibited in the Historical Commercial Zoning District and require a Conditional Use Permit in all other Zoning Districts:

A. Electronic Message Centers (EMC Signs) and Digital Display.

Signs using digital displays or other means to present images or messages. These signs typically use light emitting diode (LED), liquid crystal display (LCD), plasma or other technology to present a series of still images, full motion animation, or other text messages. (Does not apply where preempted by state law for fuel price signage or other applicable codes, does not apply to changeable message signs)

B. Off-site / Off Premises signs.

Signs shall advertise only licensed business conducted, services rendered or products from or sold on the parcel. Off-site signs shall require approval of a conditional use permit by the planning commission

C. Special Findings for Conditional Use Permit for Signs

In addition to the findings for a conditional use permit required in Section 17.78.030, the findings for sign exceptions in Section 17.62.140(B) and 17.62.140(C) also are required for issuance of a Conditional Use Permit pursuant to this Section.

The planning commission may also consider and approve a conditional use permit for other types of signs, such as off-site signs, where provisions of this title specifically provide for such consideration, and approval and findings of Section [17.78.030](#) can be made.

17.62.120 Sign Standards for the Historical Commercial (HC) Zoning District

- A. Sign permits (temporary and permanent) shall be secured prior to installing a new sign in accordance with Section 17.62.080 (D) unless the sign is exempt pursuant to Section 17.62.060
- B. Permanent Sign Standards within the HC zoning district:
 - 1. *Design Standards.* No sign shall be placed, erected, altered or relocated on any property within the historical district unless such sign shall as to its exterior appearance be compatible with the Mother Lode architectural style and the “City of Angels Design Guidelines for Signs” (PC Resolution 2010-02).
 - 2. *On-Site.* No sign shall be allowed except a sign which identifies or advertises the business conducted on the premises.
 - 3. *Location.* Each sign shall be affixed to a building, except that where a building is set back from the street to such extent that a sign affixed to the building would not be within reasonable view from the street, then a sign need not be so affixed, but may be located in some other manner as the City Planner shall approve.
 - 4. *Projections.*
 - a. No sign shall project more than six feet from the face or vertical surface of the building where applicable. Signs must not constitute a hazard to pedestrians or vehicular traffic.
 - b. No sign shall project above the eave or the parapet line of the building.
 - c. Signs shall not project over the edge of the sidewalk into Caltrans right-of-way or otherwise interfere with parking or ingress/egress of the public from vehicles parking along sidewalks within the Caltrans ROW.

5. *Area.*

- a. The total aggregate area per any one parcel for attached on-site signs shall not exceed ten percent of the building facade excluding parapets and/or false fronts and in no case shall exceed fifty square feet of the total sign area. If a single business entity has public customer entrances on two or more sides of a building, the building owner may choose which building facade is most beneficial to use as the ten percent of the facade area.
- b. The area of an irregular sign shall be the area of the smallest rectangle which can wholly contain all the sign text and graphics.

6. *Moving/Flashing.*

No sign shall contain any flashing, blinking, or moving letters, characters, or other elements, and the sign itself shall not move.

7. *Sidewalk clearances.*

All hanging signs above walkways shall maintain a minimum 8-foot clearance as measured from the bottom of the sign to the sidewalk surface.

C. **Temporary Signs in the Historical Commercial Zoning District**

1. Require a sign permit and shall be processed in accordance with Section 17.62.080 (D) unless the sign is exempt pursuant to Section 17.62.060.
2. Banners are the only temporary sign type permitted in the Historical Commercial Zoning District.
3. Banners are limited to one per parcel and shall not exceed 24 square feet in size and may remain up to 100 days per calendar year unless otherwise provided in paragraph 4.
4. *Removal.* Temporary signs must be removed within ten (10) days after the election, sale, rental, lease or conclusion of the event which is the basis for the sign. For signs promoting events without an “end” date; the provisions of Paragraph 3 shall apply.
5. *Temporary Political signs in view of a state highway (SR 4, SR 49).*
Section 5405.3 of the State Outdoor Advertising Act (Business and Professions Code) exempts the placing of temporary political signs from normal state outdoor advertising display requirements when the sign 1) encourages a particular vote in a scheduled election, 2) is placed no sooner than 90 days prior than the scheduled election and removed within 10 days after the election, 3) is no larger than 32 square feet, and 4) the sign proponent has filed a Statement of Responsibility certifying a person who will be responsible for removing the sign and 5) the sign is not placed in the State right-of-way. State law directs the Department of Transportation to remove unauthorized temporary political signs and bill the responsible party for their removal.
6. *Sunset Clause for Section 17.62.120(C) December 31, 2028.*

The provisions of Section 17.62.120(C) – Temporary Signs in the Historical Commercial Zoning District shall end December 31, 2028, unless the City determines that this Section is consistent with the purposes expressed in Section 17.62.030 and an extension to this Section with or without changes is warranted.

D. Sandwich Board Signs

In addition to the standards included in 17.62.100(B)(2), sandwich board signs or A-frame signs in the Historical Commercial District shall incorporate the following design features:

- 1. The sign shall not be made of plastic;
- 2. The sign must be historical in nature (wood, metal, scroll writing, etc.)

E. Tubing/Neon Signs

- 1. Tubing. No sign shall contain any outline tubing except as provided in the following paragraph.
- 2. Neon signs or signs containing any outline tubing which are to be located inside a building and which area is designed to be seen from the outside of the building are prohibited except for the following:
 - a. Each business may have one LED or neon “Open” sign not exceeding two square feet as measured along the outside perimeter (frame) of the sign. The “Open” sign shall be non-blinking with steady light.
 - b. Buildings originally constructed in the Art Deco style using neon (e.g., the Angels Theatre) may continue use of neon where neon originally was used on the building.

Article IV

17.62.130 Requests for exceptions.

Unusual site conditions or other design factors may warrant signs not otherwise permitted by these regulations. A sign permit application which includes a request for exceptions to standards established by these regulations is subject to approval by the Planning Commission and shall be based upon the findings in Section [17.62.140](#). Exceptions require a separate application and fees for Planning Commission review, which must be approved before a sign permit is issued.

17.62.140 Findings for approval of an exception.

Exceptions to the sign regulations shall meet all of the following findings:

- A. There are unusual circumstances applying to the property which make strict adherence to the regulations impractical or infeasible, such as building configuration, historic architectural features, architectural style, site layout, intervening obstructions, or other unusual circumstances. Exceptions shall not allow for additional signage in number or size beyond what is necessary to compensate for the unusual circumstances. Unusual circumstances may also include sign designs which are not expressly provided for or exempted in this chapter, but which represent superior or innovative design appropriate for the building and location.
- B. The exception is consistent with the intent and purpose of the sign regulations (see Section [17.62.020](#)) and the exception is not being granted in cases where alternative options of allowed signage in this chapter could provide an adequate alternative for sufficient visibility to the public with equal or superior design.
- C. The sign exception is for superior design and complies with design principles of this chapter, and will not result in: visual clutter; excessively sized signage in comparison to the building or surroundings; signage that is inconsistent with the character of the surroundings; or approval of signs that are prohibited in this chapter.

Article V

17.62.150 Sign Maintenance.

All signs must be maintained in the same condition as when the sign was installed. Normal wear and tear of aged signs shall be repaired when they detract from the visible quality of the sign, as determined by the City Planner. When signs are repaired, they must be done so in a manner (paint colors shall match, etc.) that is consistent with the approved sign permit. When signs are removed, the wall behind the sign shall be repaired and painted to match the rest of the building wall.

17.62.160 Unsafe / Hazardous signs.

- A. No sign shall constitute a hazard to pedestrians or vehicular traffic, conceal from view any public sign or traffic signal, nor extend on or project over or into a street right-of-way.
- B. Any sign that, in the opinion of the City Building Inspector or the City Engineer, is unsafe or insecure shall be deemed an unsafe sign and shall be corrected or removed, together with any supporting structure, by the owner of the property on which the sign is located, within seventy-two hours of written notice by the City Building Inspector or his or her designee.

17.62.170 Abandoned Signs, Removal.

A sign shall be considered abandoned if the use or business associated with the sign has not been conducted for a period of more than one year. An abandoned sign may be removed in compliance with Section 17.62.190. An exception to this provision may be granted for signage in the Historical Commercial Zoning District that is integral to the character and historical integrity of the building including a reference to its historical use (e.g., Angels Theatre, Utica Hotel) or if the removal would otherwise adversely affect the historical integrity of the building.

17.62.180 Nonconforming signs--Permitted when.

Any sign which is nonconforming with this chapter shall be removed if the sign is altered or modified. "Altered or modified" within this chapter means any change to the sign structure including but not limited to changes to the sign cabinet, supports, structure or copy on the face for a new tenant or user. The normal painting of the sign as part of routine maintenance where no change in tenant occurs is not considered an alteration. Signs may remain until any change in design, structure, location or other alteration is made. A nonconforming sign may not be restored or rebuilt if fifty percent or more of the sign is damaged or destroyed for any reason or damaged to the extent of more than half of its current replacement cost. A nonconforming sign may not be resumed if use is discontinued or if business is not being conducted for any reason for a period of more than one year. Nonconforming signs may be altered if necessary for public safety to the restrictions of this section. Such a nonconforming sign, when altered for public safety, shall be subject to securing a sign permit from the city with an explanation for retaining the sign. (Ord. 324 §5, 1992; Ord. 280 §11, 1986)

17.62.190 Nonconforming, Abandoned or Illegal signs--Removal.

Any sign constructed after the effective date of the ordinance codified in this chapter which is nonconforming with the requirements of this chapter may be removed by the City of Angels. Any sign determined abandoned in conformance with Section 17.62.170 may be removed by the City of Angels. Any sign determined to be in violation of the City of Angels Sign Regulations may be removed by the City of Angels. The city council or its authorized agents may enter upon private property for the purpose of removal of the sign. These signs shall be stored for a period of at least twenty days, and if not claimed within that time, may be destroyed. The owner shall pay a fee to the city equal to the costs incurred by the removal, storage and handling of the sign(s).

17.62.200 Enforcement

Violations of the provisions of this Chapter shall be in conformance with Chapters 1.16, 1.17, 1.18, 1.19 of the City of Angels Municipal Code and 17.62.190 unless otherwise specified herein.



MEMORANDUM

City Council

Date: October 7, 2025

To: City Council

From: Amy Augustine, City Planner

Re: ADOPT RESOLUTION 25-76 APPROVING THE DRAFT REGIONAL TRANSPORTATION PLAN (RTP)

Recommendation:
Adopt Resolution 25-76 as presented, or with changes.

Background and Discussion:
The City Council reviewed and adopted the City’s draft list of projects to be included in the Draft Regional Transportation Plan pursuant to Resolution 25-29 on June 3, 2025.

The updated list was completed in conjunction with the Calaveras Council of Governments (CCOG) update of the Regional Transportation Plan (RTP). An update is required once every four years. The RTP identifies all types of transportation improvements to keep people and goods moving efficiently and safely over the next 20 years. The RTP is comprehensive and addresses roadways, bridges, bicycle paths/lanes, sidewalks, crosswalks, bus stops, airports and goods movement (trucking). The RTP reviews the regional transportation system today, identifies problems or deficiencies with all types of transportation facilities, then sets forth transportation projects to fix the transportation deficiencies and meet the long-term goals of the community.

Much of the state and federal funding to fix these transportation deficiencies passes through the CCOG. It is important for the City to have an established list of planned transportation projects (facilities) ranked in order of priority to be competitive in obtaining funding to meet the city’s transportation goals as set forth in the City of Angels 2020 General Plan Circulation Element.

As previously reported, City Staff assembled a committee which met and reviewed the extensive list of planned future transportation projects in past RTPs and the General Plan. The committee included the City Engineer, City Public Works Superintendent, City Administrator, City Police Chief, City Fire Captain, and the City Planner. The committee ranked all transportation facilities in terms of priority relative to three factors:

- A. Ability to improve motorized transportation in and around the City (Circulation)
- B. Safety (Including Emergency Access and pedestrian safety)
- C. Economic Development potential

Motorized transportation projects (i.e., new roadways) were ranked separately from non-motorized projects (e.g., trails, sidewalks, crosswalks). Non-motorized facilities are ranked separately in large part because funding sources for these projects differ significantly from funding sources for motorized

transportation. Non-motorized projects are sometimes referred to as the Active Transportation and Recreational Trails Plan (ATRTP). The ATRTP does not include golf cart paths which are not a recognized category in the state/federal transportation system at this time.

The draft Regional Transportation Plan, including the City's list of projects, is undergoing public review and will be brought to the COG Board for adoption.

Strategic Plan Alignment

B5 Land Use Provide *a well-organized and orderly development pattern that maintains and enhances Angels Camp's social, economic, cultural, environmental, and aesthetic resources while managing growth so that adequate facilities and services can be provided in pace with development.*

An update to the City's 2016 TIMF will assist in ensuring adequate facilities and services (transportation related) will be provided in pace with development.

Environmental

The project is categorically exempt from the California Environmental Quality Act (CEQA) and state and city guidelines for implementation of said act pursuant to Section 15306, Class 6 of the state guidelines which states that CEQA does not apply to basic data collection or research which does not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded. The project includes collecting and analyzing data to prepare a report related to potential fees which have not yet been approved or adopted. Therefore, no analysis of potential impacts is required at this time.

Financial Impact

Failure to adopt an up-to-date Regional Transportation Plan reduces the city's ability to gain outside funding from state and federal sources and other grant funding sources.

Attachment

Attachment A Resolution 25-76 with link to the DRAFT Regional Transportation Plan

CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 25-76

A RESOLUTION OF THE CITY OF ANGELS CITY COUNCIL APPROVING THE DRAFT REGIONAL
TRANSPORTATION PLAN

WHEREAS, the Calaveras Council of Governments (CCOG) is updating the Calaveras County Regional Transportation Plan (RTP); and

WHEREAS, the ability to secure state and federal funding for transportation projects is closely linked to the adoption of these Plans; and

WHEREAS, in consideration of improved circulation, safety, and economic development, the City has prioritized a list of transportation improvements most beneficial to the City;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Angels hereby approves the Draft Regional Transportation Plan.

PASSED AND ADOPTED this 7th day of October 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Michael Chimento, Mayor

Michelle Gonzalez, Deputy City Clerk



HOME OF THE JUMPING FROG

Attachment to Resolution 25-76

Links to the Draft RTP, Appendices, and Draft Environmental Documentation

[RTP Draft](#)

[Draft Appendices](#)

[Draft ISND](#)



MEMORANDUM

City of Angels City Council

Date: October 7, 2025

To: City of Angels Planning Commission

From: Amy Augustine, AICP – City Planner

Re: **Ordinance 549: Introduce, waive the first reading by substitution of title, hold a public hearing and set October 21, 2025 for a second reading of an ordinance to address appointments to, and vacancies on, the Planning Commission**

RECOMMENDATION

Introduce, waive the first reading by substitution of title, hold a public hearing and set October 21, 2025 for a second reading of an ordinance to address appointments to, and vacancies on, the Planning Commission.

BACKGROUND

On August 5, 2025, the City Council adopted Resolution of Intent 25-54 (attached) as an interim measure before codifying procedures for filling vacancies, including planning commission vacancies.

The purpose of this proposed ordinance is to codify what was established by Resolution 25-54 and reflects a long-standing City Council policy. Specifically, when Planning Commission vacancies are created after the expiration of a planning commissioner's term, that commissioner is allowed to continue serving until such time as a replacement is appointed by the City Council. This avoids the potential for delaying Planning Commission business and private development projects by ensuring that a quorum is present at monthly Planning Commission meetings.

ANALYSIS

Pursuant to Angels Municipal Code Section 17.90.040, decisions pertaining to code amendments shall be made upon the following findings of fact:

- A. The proposed change or amendment is consistent with the City of Angels Municipal Code; and
- B. The proposed change or amendment is consistent with the City of Angels General Plan; and
- C. The proposed change or amendment will not be substantially detrimental to the health, safety, or general welfare of the city.

Findings A– Consistency with the Angels Camp Municipal Code

The purpose of this amendment is to codify Resolution 25-54 and long-standing city policy to ensure the presence of a quorum at monthly Planning Commission meetings. Because this change ensures a

mechanism allowing the Planning Commission to continue performing its duties as specified in C of the City of Angels Municipal Code, Finding A may be made.

Finding B – Consistency with the General Plan

Per Angels Municipal Code Section 17.85.020:

Duties of the planning commission shall be as follows:

A. To develop and maintain a comprehensive, long-term general plan for the physical development of the city of Angels planning area as provided by the California Planning and Zoning Law;

A functioning Planning Commission is vital to preparing, maintaining, and implementing the general plan. It is one of the Planning Commission's primary duties as illustrated in the Angels Municipal Code. Because this code amendment ensures the ability of the Planning Commission to carry out those duties, despite a vacancy or vacancies, Finding B can be made.

Finding C. The proposed change or amendment will not be substantially detrimental to the health, safety, or general welfare of the city.

The proposed change is procedural only and has no change on the physical environment. It ensures that the Planning Commission can perform its duties as required pursuant to Chapter 17.85 of the City of Angels Municipal Code. Therefore, based on the nature of the proposed change, it does not affect the health, safety, or general welfare of the city.

Based on the preceding, Finding C can be made.

FISCAL IMPACT:

No funding is necessary for this proposed code amendment.

ENVIRONMENTAL FINDING:

The project is exempt from the state and City guidelines for the implementation of the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment (the common sense exemption). Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. As noted, the change is procedural and results in no physical (and therefore no significant) effect on the environment.

ATTACHMENTS:

- A. Resolution of Intent 25-54
- B. Ordinance 559 with proposed Code Changes

**CITY OF ANGELS
CITY COUNCIL
ORDINANCE 549**

**AN ORDINANCE OF THE CITY OF ANGELS CITY COUNCIL REVISING CHAPTER 17.85 OF
THE ANGELS MUNICIPAL CODE TO ADDRESS APPOINTMENTS TO, AND VACANCIES ON,
THE PLANNING COMMISSION**

WHEREAS, the City of Angels Planning Commission is required to develop and maintain a comprehensive, long-term general plan for the physical development of the city of Angels planning area as provided by the California Planning and Zoning Law in addition to multiple other duties as established in Chapter 17.85 of the City of Angels Municipal Code; and

WHEREAS, from time to time the planning commission may have one or more vacancies while the City Council gathers applications and interviews to fill vacancies for expired terms; and

WHEREAS, this may interfere with the ability of the planning commission to establish a quorum necessary to complete its duties; and

WHEREAS, the proposed code amendments are consistent with the City of Angels General Plan; and

WHEREAS, The proposed code amendments are consistent with the City of Angels Municipal Code; and

WHEREAS, the proposed code amendments will not be substantially detrimental to the health, safety, or general welfare of the city; and

WHEREAS, pursuant to the state and City guidelines for implementing the California Environmental Quality Act (CEQA), the proposed amendment is exempt from further review, pursuant to Section 15061(b)(3) which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment (the common sense exemption). Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

WHEREAS, the City Council passed Resolution of Intent 25-54 on August 5, 2025, stating its intent to adopt this ordinance; and

WHEREAS, the City of Angels City Council did hold a public hearing on October 7, 2025, introducing the ordinance and set and held a second public hearing to consider adoption on October 21, 2025;

NOW THEREFORE BE IT RESOLVED that the City of Angels City Council hereby adopts Ordinance 549 in accordance with **Attachment A** based on the following findings:

1. The proposed code amendments are consistent with the City of Angels General Plan; and
2. The proposed code amendments are consistent with the City of Angels Municipal Code; and
3. The proposed code amendments will not be substantially detrimental to the health, safety, or general welfare of the city; but will, in fact, assist in protecting the health, safety, and general welfare of the community; and
4. Pursuant to the state and City guidelines for implementing the California Environmental Quality Act (CEQA), the proposed amendment is exempt from further review, pursuant to Section 15061(b)(3) which states that CEQA applies only to projects which have the potential for causing

a significant effect on the environment (the common sense exemption). Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 2:

The foregoing Ordinance or a summary shall, before the expiration of fifteen (15) days of its passage, be published with the names of the Council members voting for and against the same once in a newspaper of general circulation printed and published in the County of Calaveras, State of California, and said Ordinance shall take effect and be in force thirty (30) days after the passage thereof.

The foregoing Ordinance was introduced at a regular meeting of the City of Angels City Council held on October 7, 2025, and passed and adopted as an ordinance of said City at a regular meeting of said Council held on October 21, 2025, by the following vote:

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

Michael Chimente, Mayor

Michelle Gonzalez, Deputy City Clerk



HOME OF THE JUMPING FROG

Add a new Section 17.85.035 VACANCIES

Chapter 17.85

PLANNING COMMISSION PROCEDURES, VACANCIES

Sections:

17.85.010 Name.

17.85.020 Duties.

17.85.030 Membership--Officers.

17.85.035 Vacancies

17.85.040 Committees.

17.85.050 Quorum--Majority vote--Appeals.

17.85.060 Meetings.

17.85.070 Agenda.

17.85.080 Procedural standards.

17.85.090 Required actions.

17.85.100 Planning projects.

17.85.105 Historical district sign review committee.

17.85.110 General conduct.

17.85.120 Policy.

17.85.130 Information for commissioners.

17.85.140 Information for public.

17.85.150 Applications and scheduling.

17.85.160 Legal notices.

17.85.170 Records.

17.85.180 Reports to city council.

17.85.190 Amendments.

17.85.035 Vacancies

In the event of a vacancy on the Planning Commission due to an expired term, the commissioner may continue to serve in the expired seat until a replacement is appointed by the City Council.



CITY HALL

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

DATE: OCTOBER 7, 2025
TO: CITY COUNCIL
FROM: WILL CREGER, CITY ATTORNEY
RE: RESOLUTION 25-82 – APPROVING REVISIONS TO CHAPTER 7 OF THE CITY OFFICIALS’ HANDBOOK

RECOMMENDATION:

Staff recommends that the City Council receive and review the proposed revisions to Chapter 7 of the City Officials’ Handbook and provide direction regarding the proposed changes, which are intended to clarify roles, reinforce the City’s governance structure, and establish a monthly limit on individual Councilmember access to the City Attorney.

BACKGROUND:

On December 3, 2024, the Council adopted the City Officials’ Handbook, which was last updated on February 4, 2025.

DISCUSSION:

The City of Angels Officials’ Handbook supports Councilmembers and City officials by outlining clear practices, expectations, and procedures that promote consistent, transparent, and effective governance. It establishes procedures for meetings of the Council, Boards, Commissions, and Advisory Groups, and defines the powers and responsibilities of the Council. It also sets standards for conduct and clarifies the respective roles of the Council and the City Administrator. The Handbook supersedes all other documents governing the Council, Boards, Commissions, and Advisory Groups, and its provisions are intended to be followed as the authoritative guide for official conduct and procedures.

Chapter 7 of the City Officials’ Handbook outlines how the Council should interact with City staff, in alignment with the Council–City Administrator form of government established by the Municipal Code. The proposed revisions reinforce the distinction between roles: the Council is responsible for setting policies, procedures, and goals, while the City Administrator is responsible for implementing the Council’s direction, managing staff, and serving as the primary point of communication with the Council. To support this structure, the revisions





CITY HALL

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discourage individual Councilmembers from directly communicating with staff regarding City business, in order to maintain clear lines of authority and preserve the integrity of the organization.

Pursuant to Council direction, the proposed revisions to Chapter 7 also include a provision allotting each Councilmember one hour of attorney time per month, with the exception of the Mayor, who is not subject to this limitation. In addition to substantive updates, non-substantive edits have been made to enhance clarity, readability, and overall flow. The sections requiring City Council direction are outlined below and detailed in the attached documents:

- Chapter 7.C.1., Council-Manager Relationship.
- Chapter 7.C.4., Staff Roles.
- Chapter 7.E.5., Council-City Attorney Relationship.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- 1) Excerpt from City Officials' Handbook, Chapter 7 – Redlined to Show Proposed Revisions.
- 2) Side-by-Side Comparison of Original Language and Proposed Revisions, including incorporation of Resolution Nos. 25-004 (amending "Serial Meetings") and 25-005 (clarifying the Mayor's authority to issue letters in certain circumstances).
- 3) Draft Resolution No. 25-82 Adopting Revisions to Chapter 7 of the City Officials Handbook.



Chapter 7: City Officials—Interaction with Staff

A. Overview

Council policy is implemented through professional staff. Therefore, it is critical that the relationship between the Council and staff be well understood by all parties so policies and programs may be implemented successfully. The City of Angels has a long tradition of positive relationships between members of the Council and staff. To maintain these effective relationships, it is important that roles are clearly recognized.

B. Council-Manager Form of Government

Angels governs under a Council-City Manager form of government. This structure reflects that it is the Council's role to establish City policy and priorities. The Council appoints a City Administrator to implement this policy and undertake the administration of the organization. The Council is to work through the City Administrator in dealing with City staff. Indeed, the A.M.C. requires Councilmembers to work through the City Administrator.

The City Administrator is appointed by the Council to enforce its laws, to direct the daily operations of City government, to prepare and monitor the municipal budget, and to implement the policies and programs initiated by the Council. The City Administrator is responsible to the Council rather than to individual Councilmembers and directs and coordinates the various departments.

C. Council-Manager Relationship

1. Employment Relationship Between the Council and City Administrator: ~~This relationship honors the fact that the City Administrator is the chief executive officer of the City, responsible for administering and executing policies established by the Council. To preserve the integrity of the organizational structure and ensure clear lines of communication and accountability, the City Administrator shall maintain authority over all City staff. To avoid confusion or the appearance of undue influence, all direction to staff and requests for information regarding City operations, personnel matters, or other City business shall be coordinated through the City Administrator, except as otherwise provided herein. The Council should avoid situations that can result in City staff being directed, intentionally or unintentionally, by one or more members of the Council.~~ Regular communication between the Council and City Administrator is important in maintaining open communications. All dealings with the City Administrator, whether in public or private, should respect the authority of the City Administrator in administrative matters. Disagreements should be framed expressed in terms of policy terms rather than in terms that question satisfaction with or support of the, not as judgements about the City Administrator's performance or the level of support for their role.

2. Evaluation: The Council is to evaluate the City Administrator on an annual basis and pursuant to the terms of the City Administrator's contract with the City.

3. Open Communication: As in any professional relationship, it is important that the City Administrator keeps the Council informed. The City Administrator respects and is sensitive to

the political responsibility of the Council and acknowledges that the final responsibility for establishing the policy direction of the City is held by the Council. The City Administrator encourages regular one on one meetings with Councilmembers to provide information on various issues before the Council.

4. Staff Roles: The Council recognizes the primary functions of staff ~~as executing~~ is to execute Council policy and ~~actions~~ direction as communicated by the City Administrator and to taken ~~by the Council and in keeping~~ the Council informed.- Staff is obligated to take guidance and direction only from the Council as a whole, as communicated to them through the City Administrator or ~~from~~ the appropriate management supervisors.-The Council is discouraged from instructing staff directly but should instead submit any requests to the City Administrator or City Attorney. Further, any comments or concerns from the Council should be communicated to the City Administrator or the City Attorney. ~~-Individual Councilmembers must not direct staff.~~

If an individual Councilmember is approached by a staff member regarding City operations, personnel matters, or other aspects of City business, the Councilmember must refer the employee to the City Administrator. However, Councilmembers may receive complaints or allegations of misconduct involving the City Administrator, including claims that the Administrator failed to appropriately address a prior complaint. In such cases, Councilmembers must refer the matter to the City Attorney.

1- Staff is directed to reject any attempts by individual ~~members of the~~ Council members to unduly direct or otherwise pressure them into making, changing or otherwise influencing recommendations.

~~City staff will make every effort to respond in a timely and professional manner to all requests made by Councilmembers are encouraged to direct requests for information or assistance to the City Administrator; however, they may contact department heads directly regarding~~ agenized items when appropriate individual Councilmembers for information or assistance, provided that, in the judgment of the City Administrator, the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to staff through the direction of the full Council. If, in the judgment of the City Administrator, a Councilmember's request is substantial in scope, involves significant staff resources, or has policy implications, the matter may referred to the full Council for consideration and direction.

D. City Administrator Code of Ethics

City Administrator is subject to a professional code of ethics from his or her professional association. These standards appear in Appendix A of this Handbook, the ICMA Code of Ethics. It should be noted that this code binds the City Administrator to certain practices which are designed to ensure actions are in support of the City's best interests. Violations of such standards can result in censure by the professional association. This code is posted in the City Administrator's office.

E. Council-City Attorney Relationship

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The City Attorney is the legal advisor for the Council, its committees, commissions and boards, the City Manager, and all City officers and employees with respect to any legal question involving an official duty or any legal matter pertaining to the affairs of the City. The general legal responsibilities of the City Attorney are to:

1. Provide legal assistance necessary for formulation and implementation of legislative policies and projects;
2. Represent the City's interest, as determined by the City Council, in litigation, administrative hearings, negotiations, and similar proceedings;
3. Prepare or approve as to form ordinances, resolutions, contracts, and other legal documents to best reflect and implement the purposes and intentions of the City Council; and
4. Keep City Council and staff apprised of court rulings and legislation affecting the legal interests of the City.
5. It is important to note that the City Attorney does not represent individual members of the Council, but rather the City Council as a whole. Accordingly, with the exception of conflict-of-interest inquiries, in questions involving pending or upcoming matters, or protocol and procedure, the City Attorney's services are engaged and directed through the majority of the Council. Individual Councilmembers may seek advice or assistance from the City Attorney on other matters while exercising their best judgment on the most efficient and appropriate use of his/her resources. Each Councilmember, with the exception of the Mayor, shall be allotted up to one hour per month for individual consultation with the City Attorney. This monthly allocation is non-cumulative and may not be carried over from one month to the next. The Mayor shall not be subject to this time limitation. The City Attorney's performance is reviewed as provided by the services retention contract.

F. City Administrator-City Attorney Relationship

The City Attorney provides legal support and advice to the City Administrator as the chief executive officer of the City. The City Administrator is responsible for carrying out and implementing Council policies. The City Attorney also keeps the City Administrator apprised of current relevant court rulings and legislation. The City Attorney may share confidential information obtained from the City Administrator with the Council if necessary to protect the best interests of the City, and vice versa.

G. Access to Information and Communications Flow

1. **Objectives:** It is the responsibility of staff to ensure Councilmembers have access to information from the City and to insure such information is communicated completely and with candor to those making the request. However, Councilmembers must avoid intrusion into those areas that are the responsibility of the staff. Individual Councilmembers may not intervene in staff decision-making, the development of staff recommendations, scheduling of work, and executing department priorities without the prior knowledge and approval of the Council as a whole. This is necessary to protect staff from undue influence and pressure from individual Councilmembers, and to allow staff to execute priorities given by management and the Council as a whole without fear of reprisal.

2. Council Roles: The full Council retains power to accept, reject, amend, influence, or otherwise guide and direct staff actions, decisions, recommendations, workloads and schedules, departmental priorities, and the performance of City business.

Individual members of the Council should not make attempts to pressure or influence staff decisions, recommendations, workloads, schedules, and department priorities without the prior knowledge and approval of the Council as a whole. If a Councilmember wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of staff, that member must prevail upon the Council to do so as a matter of Council policy.

Councilmembers also have a responsibility of the flow of information. It is critical that they make extensive use of staff and commission reports and commission minutes. Councilmembers should come to meetings prepared—having read the council agenda packet materials and supporting documents, as well as any additional information or memoranda provided on city projects or evolving issues. Additional information may be requested from staff, if necessary.

3. Access to Information: Individual Councilmembers, as well as the Council as a whole, are permitted complete freedom of access to any information requested of staff and shall receive the full cooperation and candor of staff in being provided with any requested information. The City Administrator or City Attorney will pass critical information to all Councilmembers. The Council will always be informed by the City Administrator or City Attorney when a critical or unusual event occurs about which the public is concerned.

There are limited restrictions when information cannot be provided. Draft documents (e.g. staff reports in progress, administrative draft EIRs) are under review and not available for release until complete and after review by City management. In addition, there are legal restrictions on the City's ability to release certain personnel information even to members of the Council. Certain aspects of police department affairs (access to restricted or confidential information related to crimes) may not be available to members of the Council. Confidential personnel information also has restrictions on its ability to be released. Any concerns Councilmembers may have regarding the release of information, or the refusal of staff to release information, should be discussed with the City Attorney for clarification.

H. Staff Relationship with Advisory Bodies

Staff support and assistance may be provided to commissions and task forces, but advisory bodies do not have supervisory authority over City employees. While staff may work closely with advisory bodies, staff members remain responsible to their immediate supervisors and ultimately the City Administrator and Council. The members of the commission or committee are responsible for the functions of the advisory body, and the commission or committee Chair is responsible for committee compliance with the policies outlined in the A.M.C.

Staff support includes preparation of a summary agenda and preparation of reports providing a brief background of the issue, a list of alternatives, recommendations, and appropriate backup materials, if necessary. Advisory body members should have sufficient information to reach decisions based upon

a clear explanation of the issues. The assigned staff person serves as secretary, taking minutes as needed.

It is important that advisory bodies wishing to communicate recommendations to the Council do so through adopted or approved Council agenda procedures. In addition, when a commission or committee wishes to correspond with an outside agency, correspondence should be reviewed and approved by the Council. Individuals who would like a commission or committee to review a particular issue must also gain approval for such a request from the full Council. Staff members are to assist the advisory body Presiding Officer to ensure appropriate compliance with state and local laws and regulations.

I. Restrictions on Political Involvement by Staff

The City is a non-partisan entity. City staff make recommendations consistent with Council policy and for the good of the community and should not be influenced by political factors.

By working for the City, staff members do not surrender their rights to be involved in local elections. Laws are in place to preserve those rights. However, there are limitations to such involvement.

1. Management Staff: The City Administrator strongly discourages any involvement in local campaigns even while on personal time. Such involvement erodes the tenet that staff are to provide an equal level of service to all members of the Council.

2. General Employees: These employees have no restrictions while off the job; however, no participation in campaigns or other activities may take place while on the job. No City resources may be used by staff in support of any campaign. Even while off the job, no employee may participate in campaigns or other political activities while in City uniform. For example, posing for a promotional photograph for a candidate for local office while in uniform is inappropriate. The support of the Council in these matters is requested. A Councilmember asking staff to sign petitions, or similar items can create an awkward situation.

J. General Conduct Expectations

Councilmembers are expected to uphold a high standard of civility towards each other and to abide by the City's Ethics and Civility Code. Civility is expected between Councilmembers, the public, and City staff while in Council meetings and when out in public. Rude behavior and profanity will not be tolerated.

While in public, Councilmembers should be aware that they are still viewed as elected representatives of the citizens of the City. As such, Councilmembers' behavior in public shall be appropriate and shall not include inappropriate gesturing (including, but not limited to, crude or offensive body language, gyrating, or other inappropriate body movements) or profanity.

While social media, with its use of popular abbreviations and shorthand, does not adhere to standard conventions of correspondence, the content and tenor of online conversations, discussions, and information posts should model the same professional behavior displayed during Council meetings and community meetings.

Social media sites are not to be used as mechanisms for conducting official City business other than to informally communicate with the public. Examples of business that may not be conducted through social media include making policy decisions, official public noticing and discussing items of legal or fiscal significance that have not been previously released to the public. Officials' social media site(s) should contain links directing users back to the City's official website for in-depth information, forms, documents or online services necessary to conduct official City business. Officials will not post or release proprietary, confidential, or sensitive information on social media websites.

Councilmembers must conduct themselves in a respectable manner so as to not damage the prestige of his or her elected title. In the performance of their official duties and in public, they should refrain from any form of conduct which may cause any reasonable person unwarranted offense or embarrassment.

Proposed Revisions to City Official Handbook Side-by-Side

Ch.	§	Current	Proposed
7	C.1.	1. Employment relationship between the Council and City Administrator: This relationship honors the fact that the City Administrator is the chief executive officer of the City. The Council should avoid situations that can result in City staff being directed, intentionally or unintentionally, by one or more members of the Council. Regular communication between the Council and City Administrator is important in maintaining open communications. All dealings with the City Administrator, whether in public or private, should respect the authority of the City Administrator in administrative matters. Disagreements should be expressed in policy terms rather than in terms that question satisfaction with or support of the City Administrator.	1. Employment Relationship Between the Council and City Administrator: The City Administrator is the chief executive officer of the City, responsible for administering and executing policies established by the Council. To preserve the integrity of the organizational structure and ensure clear lines of communication and accountability, the City Administrator shall maintain authority over all City staff. To avoid confusion or the appearance of undue influence, all direction to staff and requests for information regarding City operations, personnel matters, or other City business shall be coordinated through the City Administrator, except as otherwise provided herein. Regular communication between the Council and City Administrator is important in maintaining open communications. All dealings with the City Administrator, whether in public or private, should respect the authority of the City Administrator in administrative matters. Disagreements should be framed in terms of policy, not as judgements about the City Administrator's performance or the level of support for their role.
7	C.4.	4. Staff Roles: The Council recognizes the primary functions of staff as executing Council policy and actions taken by the Council and in keeping the Council informed. Staff is obligated to take guidance and direction only from the Council as a whole through the City Administrator or from the appropriate management supervisors. The Council is discouraged from instructing staff directly but should instead submit any requests to the City Administrator or City Attorney. Further, any comments or concerns	4. Staff Roles: The Council recognizes the primary functions of staff is to execute Council policy and direction as communicated by the City Administrator and to keep the Council informed. Staff is obligated to take guidance and direction only from the Council as a whole, as communicated to them through the City Administrator or the appropriate management supervisors. The Council is discouraged from instructing staff directly but should instead submit any requests to the City Administrator or City Attorney. Further, any comments or concerns from the Council should be

		from the Council should be communicated to the City Administrator or City Attorney. Staff is directed to reject any attempts by individual members of the Council to unduly direct or otherwise pressure them into making, changing or otherwise influencing recommendations. City staff will make every effort to respond in a timely and professional manner to all requests made by individual Councilmembers for information or assistance, provided that, in the judgment of the City Administrator, the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to staff through the direction of the full Council.	communicated to the City Administrator or the City Attorney. Individual Councilmembers must not direct staff. If an individual Councilmember is approached by a staff member regarding City operations, personnel matters, or other aspects of City business, the Councilmember must refer the employee to the City Administrator. However, Councilmembers may receive complaints or allegations of misconduct involving the City Administrator, including claims that the Administrator failed to appropriately address a prior complaint. In such cases, Councilmembers must refer the matter to the City Attorney. Staff is directed to reject any attempts by individual Councilmembers to unduly direct or otherwise pressure them into making, changing or otherwise influencing recommendations. Councilmembers are encouraged to direct requests for information or assistance to the City Administrator; however, they may contact department heads directly for information when appropriate. If, in the judgment of the City Administrator, a Councilmember's request is substantial in scope, requires significant staff resources, or has policy implications, the matter be may referred to the full Council for consideration and direction.
7	E.5	5. It is important to note that the City Attorney does not represent individual members of the Council, but rather the City Council as a whole. Accordingly, with the exception of conflict-of-interest inquiries, in questions involving pending or upcoming matters, or protocol and procedure, the City Attorney's services are engaged and directed through the majority of the	5. It is important to note that the City Attorney does not represent individual members of the Council, but rather the City Council as a whole. Accordingly, with the exception of conflict-of-interest inquiries, in questions involving pending or upcoming matters, or protocol and procedure, the City Attorney's services are engaged and directed through the majority of the Council. Individual Councilmembers may

		Council. Individual Councilmembers may seek advice or assistance from the City Attorney on other matters while exercising their best judgment on the most efficient and appropriate use of his/her resources. The City Attorney's performance is reviewed as provided by the services retention contract.	seek advice or assistance from the City Attorney on other matters while exercising their best judgment on the most efficient and appropriate use of his/her resources. Each Councilmember, with the exception of the Mayor, shall be allotted up to one hour per month for individual consultation with the City Attorney. This monthly allocation is non-cumulative and may not be carried over from one month to the next. The Mayor shall not be subject to this time limitation. The City Attorney's performance is reviewed as provided by the services retention contract.
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Revisions to City Officials Handbook Pursuant to Resolution

Authority	Chapter	§	Former	Revised
Resolution No. 25-004	9	B.2.	2. Serial Meetings. These can take place, and are prohibited by the Brown Act, when any member of the Council or City staff contact more than two (2) Councilmembers for the purpose of deliberating or acting upon an item pending before the Council (does not apply to the public or media). Correspondence that merely takes a position on an issue is acceptable.	Serial meetings are prohibited by the Brown Act. A Serial meeting occurs when any member of City Council contacts more than one (1) other Councilmember or when City staff contact more than two (2) Councilmember for the purpose of deliberating or acting upon an item pending before the Council (does not apply to the public or media). Correspondence that takes a position on an issue does not create or cause a serial meeting. These can take place, and are prohibited by the Brown Act, when any member of the Council or City staff contact more than two (2) Councilmembers for the purpose of deliberating or acting upon an item pending before the Council (does

				not apply to the public or media). Correspondence that merely takes a position on an issue is acceptable.
Resolution 25-005	5	C.2.e	Subsection C.2.a provides: Councilmembers shall not write or send letters on City stationery without Council approval.	Subsection C.2.e. is added, as follows: The Mayor, in rare circumstances, may write or send letters on City stationery without Council approval if all of the following conditions are met: 1. It is a local issue within the County of Calaveras. 2. There is no financial obligation to the City. 3. The letter does not commit the City to any future obligation. 4. The Mayor is not aware of opposition by any Councilmember. 5. Mayor has determined, in their sole discretion, that the subject matter of the letter is not controversial. 6. There is urgency which requires the letter to be sent prior to the next regularly scheduled City Council Meeting. 7. The letter is shared with all Councilmembers at the next regularly scheduled City Council Meeting.

CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 25-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANGELS ADOPTING
REVISIONS TO CHAPTER 7, SECTIONS C1, C4, AND E5 OF THE CITY OFFICIALS'
HANDBOOK

WHEREAS, On December 3, 2024, the City Council unanimously adopted the City Officials' Handbook; and

WHEREAS, Chapter 7 of the City Officials' Handbook, describes the relationship between the City Council and City Staff; and

WHEREAS, Chapter 7, Section C1, reads as follows:
Employment relationship between the Council and City Administrator: This relationship honors the fact that the City Administrator is the chief executive officer of the City. The Council should avoid situations that can result in City staff being directed, intentionally or unintentionally, by one or more members of the Council. Regular communication between the Council and City Administrator is important in maintaining open communications. All dealings with the City Administrator, whether in public or private, should respect the authority of the City Administrator in administrative matters. Disagreements should be expressed in policy terms rather than in terms that question satisfaction with or support of the City Administrator; and

WHEREAS, Chapter 7, Section C4, reads as follows:
The Council recognizes the primary functions of staff as executing Council policy and actions taken by the Council and in keeping the Council informed. Staff is obligated to take guidance and direction only from the Council as a whole through the City Administrator or from the appropriate management supervisors. The Council is discouraged from instructing staff directly but should instead submit any requests to the City Administrator or City Attorney. Further, any comments or concerns from the Council should be communicated to the City Administrator or City Attorney. Staff is directed to reject any attempts by individual members of the Council to unduly direct or otherwise pressure them into making, changing or otherwise influencing recommendations.

City staff will make every effort to respond in a timely and professional manner to all requests made by individual Councilmembers for information or assistance, provided that, in the judgment of the City Administrator, the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to staff through the direction of the full Council.; and

WHEREAS, Chapter 7, Section E5, reads as follows:
It is important to note that the City Attorney does not represent individual members of the Council, but rather the City Council as a whole. Accordingly, with the exception of conflict-of-interest inquiries, in questions involving pending or upcoming matters, or protocol and procedure, the City Attorney's services are engaged and directed through the majority of the Council. Individual Councilmembers may seek advice or assistance from the City Attorney on other matters while exercising their best judgment on the most efficient and appropriate use of his/her resources. The City Attorney's performance is reviewed as provided by the services retention contract; and

WHEREAS, The City Council desires to reaffirm and reinforce the distinct and respective roles of the City Council and the City Administrator to ensure clear governance and effective administration; and

WHEREAS, Staff proposes that Chapter 7, Section C1, be revised to read as follows:

The City Administrator is the chief executive officer of the City, responsible for administering and executing policies established by the Council. To preserve the integrity of the organizational structure and ensure clear lines of communication and accountability, the City Administrator shall maintain authority over all City staff. To avoid confusion or the appearance of undue influence, all direction to staff and requests for information regarding City operations, personnel matters, or other City business shall be coordinated through the City Administrator, except as otherwise provided herein. Regular communication between the Council and City Administrator is important in maintaining open communications. All dealings with the City Administrator, whether in public or private, should respect the authority of the City Administrator in administrative matters. Disagreements should be framed in terms of policy, not as judgements about the City Administrator's performance or the level of support for their role; and

WHEREAS, Staff proposes that Chapter 7, Section C4, be revised to read as follows:

The Council recognizes the primary functions of staff is to execute Council policy and direction as communicated by the City Administrator and to keep the Council informed. Staff is obligated to take guidance and direction only from the Council as a whole, as communicated to them through the City Administrator or the appropriate management supervisors. The Council is discouraged from instructing staff directly but should instead submit any requests to the City Administrator or City Attorney. Further, any comments or concerns from the Council should be communicated to the City Administrator or the City Attorney. Individual Councilmembers must not direct staff.

If an individual Councilmember is approached by a staff member regarding City operations, personnel matters, or other aspects of City business, the Councilmember must refer the employee to the City Administrator. However, Councilmembers may receive complaints or allegations of misconduct involving the City Administrator, including claims that the Administrator failed to appropriately address a prior complaint. In such cases, Councilmembers must refer the matter to the City Attorney.

Staff is directed to reject any attempts by individual Councilmembers to unduly direct or otherwise pressure them into making, changing or otherwise influencing recommendations.

Councilmembers are encouraged to direct requests for information or assistance to the City Administrator; however, they may contact department heads directly for information when appropriate. If, in the judgment of the City Administrator, a Councilmember's request is substantial in scope, requires significant staff resources, or has policy implications, the matter be may referred to the full Council for consideration and direction.; and

WHEREAS, To conserve City resources and control costs, the City Council has directed Staff to include a one-hour per month limit on individual Councilmembers' access to City Attorney services, excluding the Mayor; and

WHEREAS, Staff proposes that Chapter 7, Section E5, be revised to read as follows:

It is important to note that the City Attorney does not represent individual members of the Council, but rather the City Council as a whole. Accordingly, with the exception of conflict-of-interest inquiries, in questions involving pending or upcoming matters, or protocol and procedure, the City Attorney's services are engaged and directed through the majority of the Council. Individual Councilmembers may seek advice or assistance from the City Attorney on other matters while exercising their best judgment on the most efficient and appropriate use of his/her resources. Each Councilmember, with the exception of the Mayor, shall be allotted up to one hour per month for individual consultation with the City Attorney. This monthly allocation is non-cumulative and may not be carried over from one month to the next. The Mayor shall not be

subject to this time limitation. The City Attorney’s performance is reviewed as provided by the services retention contract.

NOW, THEREFORE, BE IT RESOLVED, that the City of Angels City Council does Approve a Resolution revising Chapter 7, Sections C1, C4, and E5 to the City Officials’ Handbook as described above.

PASSED AND ADOPTED this 7th day of October 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Michael Chimente
Mayor

Michelle Gonzalez, Deputy City Clerk



CITY HALL

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

DATE: October 7, 2025
TO: Angels City Council
FROM: Steve Williams, Interim City Administrator
RE: Resolution 25-072 – A resolution approving a side letter agreement to the Memorandum of Understanding with the Angels Camp Police Officers Association regarding Longevity Pay.

RECOMMENDATION:

Approve the Resolution to authorize a side letter agreement to the Memorandum of Understanding with the Angels Camp Police Officers Association regarding Longevity Pay.

BACKGROUND:

The City of Angels Camp and the Angels Camp Police Officers' Association (ACPOA) are parties to a Memorandum of Understanding (MOU) that governs wages, hours, and other terms and conditions of employment.

Section 7.04 of the current MOU provides that:

"For every 5 years of continuous full-time employment the police officer shall receive an additional 2.5% pay increase."

DISCUSSION:

To clarify and update the language, the City and the ACPOA have mutually agreed to remove the word "continuous" from Section 7.04. The amended provision will read:

"For every 5 years of full-time employment as an Angels Camp police officer the police officer shall receive an additional 2.5% pay increase."

This amendment ensures that, in the event an ACPOA employee separates from City service and is subsequently reemployed within the bargaining unit, the employee's prior years of service with the City will be recognized for purposes of determining longevity pay eligibility. This modification will be effective retroactively to September 15, 2025.

FINANCIAL IMPACT:

This side letter does not create any additional fiscal impact beyond what was already contemplated within the existing adopted budget.

ATTACHMENTS:

- A. Side Letter
- B. Resolution 25-072

SIDE LETTER AGREEMENT

Section 10, Item I.

City of Angels

and

Angels Camp Police Officers Association

October 7, 2025

WHEREAS, the City of Angels (“City”) and the Angels Camp Police Officers Association (“Association”), hereinafter collectively the “Parties,” have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, the Memorandum of Understanding (“MOU”) between the Parties, which sets forth the wages, hours, and other terms and conditions of employment for police employees, was effective July 1, 2021, and remains in effect; and

WHEREAS, the parties agree that all terms and conditions of the current Memorandum of Understanding shall remain in full force and effect, except as modified by this Side Letter.

TERMS AND CONDITIONS OF THIS SIDE LETTER AGREEMENT

SECTION 7.04: LONGEVITY PAY: The Parties agree to replace the longevity pay section of the MOU with the following language retroactive to September 15, 2025:

“For every 5 years of full-time employment as an Angels Camp police officer the police officer shall receive an additional 2.5% pay increase.”

CITY OF ANGELS
ANGELS CAMP POLICE ASSOCIATION

CITY OF ANGELS

By: _____

By: _____

Steve Williams
Interim City Administrator

By: _____

Michael Chimente
Mayor

**CITY OF ANGELS
CITY COUNCIL
RESOLUTION No. 25-072**

**RESOLUTION APPROVING A SIDE LETTER AGREEMENT TO THE MEMORANDUM
OF UNDERSTANDING WITH THE ANGELS CAMP POLICE OFFICERS
ASSOCIATION REGARDING LONGEVITY PAY**

WHEREAS, the City of Angels (“City”) and the Angels Camp Police Officers’ Association (“ACPOA”) are parties to a Memorandum of Understanding (MOU) governing wages, hours, and terms and conditions of employment; and

WHEREAS, Section 7.04 of the MOU currently provides that “for every 5 years of continuous full-time employment the police officer shall receive an additional 2.5% pay increase”; and

WHEREAS, the City and ACPOA have agreed to amend Section 7.04 to remove the word “continuous” so that the section shall read:

“For every 5 years of full-time employment as an Angels Camp police officer the police officer shall receive an additional 2.5% pay increase.”

NOW, THEREFORE, BE IT RESOLVED, that the City of Angels City Council does approve a Resolution approving a side letter agreement to the memorandum of understanding with the Angels Camp Police Officers Association regarding longevity pay retroactive to September 15, 2025.

PASSED AND ADOPTED this 7th day of October 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Michael Chimento, Mayor

Michelle Gonzalez,
Deputy City Clerk



CITY OF ANGELS

City Council Monthly Update

Sep
2025
Issue

Section 12, Item A.

Mayor Michael Chimente
Vice Mayor Caroline Schirato
Councilmember Scott Behiel, Councilmember Alvin Broglio, Councilmember Kara Scott

Significant Ongoing Projects

Current CIP Project:

Purdy Way Sewer Project – In Construction
Estimated Completion: Q3 2025
Project Manager: Dave Richards – Dewberry

Next CIP Project:

Vallecito Sewer Line Upgrade – Bid Awarded in October
Estimated Completion: Q2 2026
Project Manager: Dave Richards - Dewberry

Major Projects:

Eureka Oaks (Habitat) – In Construction
Estimated Completion ~2027
Project Manager: Dave Richard (Unico) - Dewberry

Twelve (12) Month Noteworthy Activity:

September – Five Year Pavement Management Plan
September – Mark Twain Water Project Complete
September – Interim City Administrator Steve Williams
September – New Police Sergeant – Steve Poortinga
September – Lightening Complex Fire Strike Teams

August – Speed Feedback Signs at Copello and Utica Park
August – Foundary Lane Decertified by CalTrans
August – Purdy Rd Sewer Project Began

July – New Police Officer – Justin Hart (Academy)
July – Utility Billing and Payroll Migration to Accufund

June – New Police Officer – Andrew Nuss (Academy)
June – New Water Rates Effective
June – FY25/26 Budget Adopted

May – Utica Park Grand Opening
May – Firewise Application Approved
May – Gardner Way Chip Seal and Speed Tables

April - Announced Utica Park Soft & Grand Opening
April – Mark Twain Water Project Began

March – State of The City Address
March – Began Pressure Reducing Valve (PVR) Project

February – Three-Person Staffing in Fire Department
February – City Administrator Pam Caronongan

January – Cut/Exposed/Explored Birds Way
January – Fire Station 3rd Bedroom
January – New City Council Seated

December – BFCO Michael Clarke
December – Ratified MOU for Fire/Misc/Exempt
December – Fulltime Fire Chief
December – Old City Hall Roof
December – City Officials Handbook
December – Angels Creek FEMA Grant

November – General Election
November – City Administrator Interview Panels
November – Negotiations Complete

October – First Use of Crack Sealing Machine
October – Measure “A” Goes into Effect
October – Downtown Benches/Trash Receptacles
October – Booster Way Sewer Project Complete

Administration

Interim City Administrator Steve Williams

Current Vacancies/Recruitments:

- City Administrator
- Police Officer
- Public Works Supervisor
- Relief Firefighter

New Hires/Promotions this month:

- Steve Poortinga – Police Sergeant
- Andrea Mata – Accountant II (Promotion)

Projects:

- City Administrator Recruitment
- Renew CSG Agreement
- Vallecito Parking Lot
- Special Event Grant Application
- Jumping Frog Sidewalk Plaque
- Update Website
- Town Hall Meeting

Finance Department

September marked major progress in restoring the utility billing cycle, supporting residents with flexible payment options, and advancing the City’s financial software transition.

Utility Billing Transition

- July bills mailed: September 16, 2025
- August bills mailed: September 26, 2025
- September bills: Mailing first week of October, due October 31, 2025
- No late fees or shut offs through year-end

The department is now back on schedule after an intensive effort to process two months of invoices in September.

Staff Highlights

Andrea, Kasey, and Taylor have managed high call volumes and long in-person lines with professionalism, customer service, and positive attitudes under pressure.

Financial Software Transition

Continued rollout of AccuFund financial system. GL balances need to be entered from Springbrook for Fiscal Year 2024-25. Audit preparation will then begin.

Staff training and implementation ongoing as we now will be able to roll out new features of the system by the end of 2025.

Code Enforcement and Building

Section 12, Item A.

Building – Completed this month

- **Number of Permits Issued** **13**
 - Solar 4
 - Addition / Alteration 2
 - Re-Roofs 2
 - HVAC 2
 - Electrical 1
 - Generator 1
 - Water Heater 1
- **Number of Inspections** **39**

Code Enforcement – Completed this month

Active cases on first day of the month **12**

Closed

Open

Violation Type

Public Nuisance	2	10
Housing	1	2
Building/Construction	1	0
Dangerous Building	1	0

New Cases in September 7

Cases Closed in September 5

Active cases on last day of the month **14**

Water / Wastewater / Public Works

Public Works Superintendent Chris Oflinn

Public Works – Completed this month

- Installed new pole and latch the museum.
- Brushing on Bush St. extension (behind apartment complex).
- Cleared weeds at the Napa property.
- Homecoming banners, jerseys and traffic sign staging for the homecoming parade.
- Worked with Caltrans and contractors during utility locating for the sidewalk project.
- Worked with Pavement Coatings Company to do follow up sweeping on the chip sealing project.

Water – Completed this month

- Collected special bacteriological sample for the new water line at Purdy Rd.
- Repurposed old storage tank to use as a chlorine bypass for bung replacement/repair.
- Plumbed in new supply and discharge line to use the chlorine bypass tank.
- Quarterly sedimentation basin cleaning.
- Rebuilt the discharge on the chlorine diaphragm pump.
- Purdy Rd. waterline extension project
- Replaced ARV at the catholic cemetery.
- 4-Service leaks repaired-747 Live Oak Dr/ 151 Acorn Dr./ 649 Placer St./ 527 Live Oak Ct.

Wastewater – Completed this month

- Scheduled the loading and hauling for biosolids removal.
- NANI Report completed.
- Plant generator battery replacement due to a cell exploding.
- Energy systems visit to evaluate the plant generator.
- Ordered replacement parts for broken control harness on the New Holland backhoe.
- Purdy Rd. sewer line replacement.
- Sewer spill cleanup on Main St.

Planning Department

Amy Augustine – Contract City Planner

Section 12, Item A.

Planning – Completed this month and Looking Ahead

Utica Park Project Oversight – 14 bench and tree plaques have been delivered. Four more are on order. A work order has been submitted to install all completed plaques. Two drinking fountain/hydration stations were delivered. Staff have requested bids for installation and received one response. Staff requested the establishment of the Utica Park Fund to direct park reservation fees into an ongoing fund; however, that fund was restricted to maintenance and not to improvements. The Calaveras County Garden Club completed design work for the herb garden planned behind the old bathrooms. In October, the club will begin planting. Staff have been coordinating with Creative Expressions--a 501(c)(3)--to pursue funding for Utica Park shade structures. A resolution authorizing the fundraising goes to Council 10/7/25.

Permanent Local Housing Allocation (PLHA) program –\$298,855 for affordable housing programs has been awarded. \$240,656 is available to local agencies involved in work-force housing. A pre-submittal meeting was held on 9/9 at City Hall. Proposals are due 9/30 at 3 p.m. At least one proposal has been received as of 9/30 in the a.m. Staff asked the City Council for direction on a selection committee at the 9/16/25 Council meeting and the committee membership was approved.

Foundry Lane – Staff are working with landowners on future development plans.

Traffic Impact Mitigation Fees Update. The City Council approved hiring Willdan on August 19, 2025, to update the fee. Staff are awaiting a signed contract from the City Attorney and are coordinating with Willdan for a kick-off meeting (anticipated in September). COG is pursuing an updated traffic demand model to be completed in 2026. Staff coordinated with Willdan to delay beginning work on the TIMF until January to allow for coordination with COG's traffic demand model.

GIS – Current City zoning is now available online as are assessor parcel maps (for free). A new link was added to the City's website for the service in September. Staff continue to coordinate with the city's GIS consultants to produce hard copy/electronic zoning maps.

Pending Current Planning Projects:

Cabinets and More Expansion – An administrative site plan review is pending for expanding and renovating buildings at this business on Murphys Grade Road. The project includes a zero-foot setback request. Staff initiated a code amendment for the Industrial Zoning District based on the existing and planned width of Murphys Grade Road for the industrial district. With adoption of the code amendment, staff will proceed with processing and issuing the permit in September.

Sign Code Update – The City Council held the (1st reading) September 16, 2025 with the second reading scheduled October 7, 2025. The new sign code officially would go into effect November 7, 2025.

Salons –The first reading of the item came before the Council August 19th with a second reading September 16th. The code has been published and is officially effective October 16, 2025.

Annexations/Municipal Services Review (MSR)

The MSR was approved by LAFCO on 9/22 with a condition to provide an accounting form within one year. Staff anticipates bringing "clean up" annexations for the city to Council in late October or early November.

Boxing /Gym

An administrative conditional use permit for this use on Bush/Pine in pre-existing metal buildings in the Historical Commercial district (below/behind the former Subaru dealership) was issued.

49er Eats (Food Trucks)

A conditional use permit to consider this use on SR 49 at Pine is tentatively scheduled for a hearing before the Planning Commission on 10/9/25. Because the use is not an identified use in the HC zone, it requires a conditional use permit. The Commission will be charged with making a finding of architectural conformity with the HC district and determining whether or not the use is consistent, per Angels Municipal Code Chapter 17.26, with historical retail business conducted on the premises. It is currently undergoing staff and adjoining landowner review. The plan calls for four food trucks on the former Subaru car lot in the Historical Commercial district. The necessity for portable toilets is currently being investigated.

School and Church Offices

A conditional use permit to consider this use at the former Cascabel's Restaurant is tentatively scheduled for a hearing before the Planning Commission on 10/9/25. The school would be for high school students only and church offices. It provides a relocation site for the school formerly located at the church on Depot Road for high school students only.

Special Events – Staff is issuing special event permits for: Sierra Hope's special event at Utica Park on 10/11, the Wild West Fest at the Museum on 10/11, and Christmas events downtown on 12/6.

Climate Action Plan (CAP) – A Request for Proposals to prepare the environmental document for the City's Draft Climate Action Plan was prepared and released in August. A pre-bid meeting was held 9/11/25. Three responses were received 9/26/25. In October, the proposals will be evaluated with the item brought to Council in late October or early November. While federal regulations have changed; the California Environmental Quality Act (CEQA) continues to require evaluation and mitigation for climate impacts in the State of California including for new development projects.

Facilities Needs – This item has been forwarded to the City Administrator. In September, Staff met with the City's former Community Development Block Grant (CDBG) coordinator. CDBG funds (plus United States Department of Agriculture - USDA funding) may provide funding for future city facilities, in particular for safety facilities. Staff is attending the two mandatory CDBG training webinars to allow the City to apply for CDBG funding if they decide to move forward with facilities planning.

Raspberry Property – Staff brought an item to Council for GeoCon to a clean-up grant. Staff will be checking with the landowners regarding the costs of the application per Council direction.

Habitat for Humanity – Engineering has completed its fair-share analysis of the off-site waterline. Staff anticipates bringing a reimbursement agreement for the waterline to Council in late October or early November. Staff may require an

Engineering Department

Aaron Brustatori – Contract City Engineer

Section 12, Item A.

Engineering – Completed this month and Looking Ahead

Transportation General Engineering Services (TO 1)

- Relinquishment agreement for Caltrans Complete Streets Project
- Angels Creek Trail – Review and endorse revisions to Location Hydraulic Study
- Quality Assurance Program (QAP) research, needed for federally funded construction projects
- Quarterly Caltrans coordination meeting (9/24)

Water General Engineering Services (TO 2)

- Review staff report for Secondary Water Source Investigation
- Utility coordination - Water line / hydrant relocation for 4/49 Intersection Project

Wastewater General Engineering Services (TO 3)

- Discussion with staff regarding understanding of the East Sewer project Vallecito Rd to MH 19
- Review 4/49 topo from CT for sewer line relocation
- Utility coordination – sewer at Francis St for Caltrans 4/49 Intersection project

Foundry Lane Assistance (TO 4)

- No work this period

Building and Planning Engineering Services (TO 5)

- Eureka Oaks – ADA review, Final Map Review, Storm Drainage at lot D
- 49er Eats – CUP review and comments
- 740 Main St. ATT Tower upgrade CUP review and comment
- Altaville Commercial Complex water and sewer extension – review and comment
- 23 N Main St. Comcast Encroachment Permit Review
- Christmas Parade application review and comment
- Housing Resource Fair Special Event application review
- Mark Twain Wild West Fest application review
- Utica Park curb tripping hazard review and comment.

Environmental Support (TO 6)

- No work this period

25/26 Citywide Pavement Repair Project (TO 7)

- Mark out patches
- Calculate quantities

Pavement Management (TO 8)

- Pavement Management Report for 9/16 Council meeting section project

Fire Department

Chief John Rohrabough

Responses this month

Total	84
Emergency Medical	46
Public Service	11
Vehicle Accident	6
False Call	6
Structure Fire	4
Vegetation Fire	4
Other, Investigative	4
Cancel Prior to Arrival	3
Animal Issue	3
Vehicle Fire	2
LZ Helicopter	1

Notable Calls this month:

TCU Lighting Complex Fires 9.2.25.
Water Heater Explosion Big Horn 9.5.25
Structure Fire Costa Rd 9.11.25
Wildland Fire Copperopolis 9.25.25

Section 12, Item A.

Additional Info this month:

Multiple Mtgs w/CalFire Regarding Lighting Complex fires.
(4) Meetings with Firewise group.
New Utility - Lights have been put on, All equipment arrived except Radio console. (expected arrival 10.4.25) will do install.
Attend, BHHS Homecoming Parade and Football game.

Looking Ahead:

Recruit for one additional Relief Firefighter
Council Mtg

Firewise Board presentation at Oct City

Participate in Mark Twain Trunk or Treat

Anticipate more Strike Team activity.

Police Department

Chief Scott Ellis

Activity this month

Total Incidents	339
Total Reports	34
Total Traffic Stops	32
Total Arrests	9

Types of Calls:

• Disturbance	10
• Theft	3
• Traffic Collisions	3
• Assault and Battery	1
• DUI	1
• Domestic Violence	1

Additional Info this month

- Academy recruit Hart continues to do well in the academy. He is expected to graduate in January
- New Police Sergeant (Steve Poortinga) started and is transitioning well
- Homecoming Parade went well with no issues reported
- Monthly CIBRS, DV, and UOF reports submitted to DOJ
- Teresa and Randi – DOJ Hate Crime Training
- Updated UWPA EAP binder
- DOJ CIBRS Certification packet submitted for XML data submitted to the CIBRS Repository
- Volunteers Donated 33.5 Hours of time for PD activities

Looking Ahead

- Andrew Nuss will be graduating from the Police Academy on October 16th
- New patrol vehicle Code 3 equipment and radio has been installed. Decals to be installed in October
- Planning for Halloween events in the city (Mark Twain Elementary)

October 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 COG	2 VM Schirato out of office (9/25-10/2)	3	4
5	6	7 City Council Meeting	8	9 Planning Com 5:00	10	11
12	13	14	15 COG TAC CPPA IRWMA	16	17	18
19	20	21 City Council Meeting	22	23	24	25
26	27	28 UWPA	29	30	31	

LEAGUE OF CITIES Annual Conference and Expo October 8-10, 2025

CSEDD: R: Scott, A: Broglio
 COG: R: Behiel & Schirato A: Broglio
 CPPA: R: Chimento, A: Broglio
 LAFCO: R: Behiel & Scott A: Chimento
 SOLID WASTE TASK FORCE: R: Broglio, A: Chimento
 UWPA: R: Broglio & Schirato, A: Chimento

COG TAC – City Administrator
 IRWMA - PW SUPERINTENDENT / CITY ADMINISTRATOR
 AVA – City Administrator

Want to learn more about LAFCO,
 Local Agency Formation
 Commission click here

November 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 City Council Meeting	5 COG	6	7	8
9	10	11	12	13 Planning Com 5:00	14	15
16	17 LAFCO	18 City Council Meeting	19 COG TAC IRWMA	20 CSEDD	21	22
23	24	25 UWPA	26	27	28	29
30						

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December 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 City Council Meeting	3 COG	4	5	6
7	8	9	10	11 Planning Com 5:00	12	13
14	15	16 City Council Meeting	17 COG TAC IRWMA	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

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