



# CITY COUNCIL MEETING

January 21, 2025 at 5:00 PM

Angels Fire House – 1404 Vallecito Road

## AGENDA

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

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Meeting ID: 259 054 873 390

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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 Chimente | **Vice Mayor** Caroline Schirato

**Council Members** Isabel Moncada, Alvin Broglio, Scott Behiel

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

### 5:00PM CLOSED SESSION

1. ROLL CALL
2. ADJOURN TO CLOSED SESSION
  - A. Conference with Real Property Negotiators

Property Locations: 062-004-082, 062-004-075, 062-003-069, 062-003-057, 062-004-074, 062-004-076, 062-004-069, 062-004-087

Agency Negotiator: Steve Williams, Interim City Administrator

- B.** Public Employee Employment (Gov. Code Section 54957) Title: City Administrator, Steve Williams, Interim City Administrator,
- C.** Conference with Labor Negotiations (Gov't Code Section 54957.6)  
Employee Organization: City of Angels Employee Association (Miscellaneous)  
City of Angels Firefighter Association  
City of Angels Employee's Association (Exempt)  
City of Angels Camp Police Officers Association

### **6:00 PM REGULAR MEETING**

#### **3. ROLL CALL**

#### **4. PLEDGE OF ALLEGIANCE**

#### **5. REPORT OUT OF CLOSED SESSION**

- A.** Conference with Real Property Negotiators  
Property Locations: 062-004-082, 062-004-075, 062-003-069, 062-003-057, 062-004-074, 062-004-076, 062-004-069, 062-004-087  
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City of Angels Firefighter Association  
City of Angels Employee's Association (Exempt)  
City of Angels Camp Police Officers Association

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

#### **7. 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.

#### **8. CONSENT AGENDA**

- A.** Approve Draft Minutes of January 7, 2025, Rose Beristianos, City Clerk
- B.** Approve Draft Minutes of January 7, 2025 Special Meeting, Rose Beristianos, City Clerk
- C.** Approve Draft Minutes January 14, 2025, Rose Beristianos
- D.** AP Checks and Treasurer Report December 2024, Michelle Gonzalez, Finance Director

#### **9. REGULAR AGENDA**

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

- B.** Approving an Agreement between the City of Angels and PG&E for PG&E's Use of Approximately 15 Acres at 2600 Highway 49, Angles Camp, Ca (APN 064-003-026-000) as a Temporary Construction Easement for a Period of Three Years Beginning July 1, 2025, Steve Williams, Interim City Administrator
- C.** Approve an Employment Agreement Between the City of Angels and Michael Clarke for the Position of Building, Fire, Code Enforcement Officer, Steve Williams, Interim City Administrator

**10. ADMINISTRATION REPORT**

**11. COUNCIL REPORT**

**12. CALENDAR**

- A.** 2025 Calendar

**13. FUTURE AGENDA ITEMS**

**14. ADJOURNMENT**

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



# CITY COUNCIL MEETING DRAFT MINUTES

January 07, 2025 at 6:00 PM

Angels Fire House – 1404 Vallecito Road

## AGENDA

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

Council Members Isabel Moncada, Alvin Broglio, Scott Behiel **( ALL PRESENT)**

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

### 6:00 PM REGULAR MEETING

1. ROLL CALL

2. OATH OF OFFICE

A. ADMINISTER THE OATH, CITY CLERK, ROSE BERISTIANOS

**CITY CLERK ADMINISTERED THE OATH TO MICHAEL CHIMENTE, CAROLINE SCHIRATO AND SCOTT BEHIEL**

3. PLEDGE OF ALLEGIANCE

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

**CITY ADMINISTRATOR ASKED TO HAVE THE CURRENT ORDER OF THE REGULAR MEETING THEN BEFORE GOING INTO CLOSED SESSION AT THE END HAVE THE SPECIAL MEETING AND ADJOURN TO THE CLOSED SESSION OF THE REGULAR MEETING**

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

5. PUBLIC COMMENT – **PATRICA HARKINS, PIPE ALONG THE BRIDGE AT THE INTERSECTION AND IT IS RUSTED. SHE EXPRESSED HER CONCERNS AND IS LOOKING FOR INFORMATION ON WHEN IT WILL BE REPAIRED.**

6. CONSENT AGENDA

A. Approve Draft Minutes of December, 17, 2024, Rose Beristianos, City Clerk

**ACTION: MOTION TO APPROVE THE CONSENT AGENDA BY COUNCIL MEMBER CHIMENTE, SECONDED BY COUNCIL MEMBER BROGLIO, PASSED 4 YES, 1 ABSTAIN**

7. REGULAR AGENDA

A. Appointment of the City Council and/or Staff to Commissions and Mayoral and Vice Mayor Appointment, Rose Beristianos, City Clerk

**ACTION: MOTION TO APPOINT MICHAEL CHIMENTE AS MAYOR BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER SCHIRATO, ACCEPTED BY CHIMENTE, PASSED 5 YES**

**ACTION: MOTION TO APPOINT CAROLINE SCHIRATO AS VICE MAYOR NOW MAYOR CHIMENTE, SECONDED BY COUNCIL MEMBER BROGLIO, SCHIRATO ACCEPTED, PASSED 5 YES**

**DISCUSSION ON COMMISSIONS**

**ACTION: MOTION TO APPOINT THE FOLLOWING BY COUNCIL MEMBER MONCADA:**

**CPPA: REPRESENTATIVE CHIMENTE, ALTERNATE BROGLIO**

**CSEDD: REPRESENTATIVE CHIMENTE, ALTERNATE BROGLIO**

**COG: REPRESENTATIVE SCHIRATO AND BEHIEL, ALTERNATE BROGLIO**

**LAFCO: REPRESENTATIVE MONCADA AND BEHIEL, ALTERNATE CHIMENTE**

**SOLID WASTE: REPRESENTATIVE BROGLIO, ALTERNATE CHIMENTE**

**UWPA: REPRESENTATIVE BROGLIO AND SCHIRATO, ALTERNATE CHIMENTE**

**IRWMA: REPRESENTATIVE O’FLINN, ALTERNATE CITY ADMINISTRATOR**

**BRING BACK AND DISSOLVE THE INFRASTRUCTURE/FACILITIES AND FINANCE/BUDGET/POLICY**

**SECONDED BY VICE MAYOR SCHIRATO, PASSED 5 YES**

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

**UPDATE GIVEN**

**PUBLIC COMMENT: CLAVEY WENDT SPOKE ABOUT A DOG PARK NEED**

C. Approve Resolution No. 25-01 Authorizing an Application to the PG&E Resilience Hub Grant Program for the Utica Park Kitchen and Lighting, and Authorizing the City Administrator to Sign and Execute all Associated Documents, Amy Augustine, City Planner

**ACTION: MOTION TO APPROVE RESOLUTION NO. 25-01 BY COUNCIL MEMBER BROGLIO SECONDED BY COUNCIL MEMBER MONCADA, PASSED 5 YES**

D. Approve Resolution No. 25-02, Change orders for Utica Park / Lightner Mine Expansion including, Amend approved Change Order No. 4 for the Installation of Speed Cushions at Utica Park from \$9,000 to \$9,146.40. Add Change Order No. 5 for Additional Lighting. Add Change Order No. 6 for Landscaping, \$3,000 contingency. Optional Change Order 7 for Repaving Entire Parking Lot and Drive Aisles. Optional Change Order 8 for Artificial Turf Option for Bocce Courts. Approve Budget Adjustment Request, Amy Augustine, City Planner

**PUBLIC COMMENT: PATRICIA HARKINS, QUESTION ON THE PGE LIGHT POLES**

**TJ, SPOKE ABOUT SAFETY AND THE SHADE STRUCTURES, HEAT TEMPERATURES**

**JESSIE AND DONTE WITH BOYER ANSWERED COUNCIL QUESTIONS**

**ACTION: MOTION TO APPROVE RESOLUTION NO. 25-02, CHANGE ORDER NO. 4, CHANGE ORDER NO. 5, CHANGE ORDER NO. 6, \$3000 CONTINGENCY AND BUDGET ADJUSTMENT REQUEST BY COUNCIL MEMBER BEHIEL, SECONDED BY COUNCIL MEMBER BROGLIO, PASSED 5 YES**

- 8. ADMINISTRATION REPORT – **REPORT GIVEN**
  - A. Monthly Report, Steve Williams, Interim City Administrator
- 9. COUNCIL REPORT – **ALL REPORTED OUT**
- 10. CALENDAR – **REVIEWED AND ADVISED IT WOULD BE SENT TO ALL OF COUNCIL**
- 11. FUTURE AGENDA ITEMS

**MID YEAR BUDGET**

**ANGELS CAMP WALKING TRAIL UPDATE**

**ROAD MAINTENANCE PLAN**

**SITE USE STUDY – REVIEW / NEEDS ASSESSMENT / SPECIAL MEETING**

CLOSED SESSION

**POSTPONED CLOSED SESSION AND ADJOURNED TO SPECIAL MEETING PRIOR TO CLOSED SESSION**

- 12. ADJOURN TO CLOSED SESSION
  - A. Public Employee Employment (Gov. Code Section 54957) Title: City Administrator, Steve Williams, Interim City Administrator,
- 13. REPORT OUT OF CLOSED SESSION
  - A. Public Employee Employment (Gov. Code Section 54957) Title: City Administrator, Steve Williams, Interim City Administrator,

**DIRECTION GIVEN TO STAFF**

- 14. ADJOURNMENT

**ACTION: MOTION TO ADJOURN THE MEETING AT 8:41PM BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER BEHIEL, PASSED 5 YES**

\_\_\_\_\_  
**Rose Beristianos, City Clerk**

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**Michael Chimente, Mayor**



# CITY COUNCIL SPECIAL MEETING DRAFT MINUTES

January 07, 2025 at 8:00 PM or IMMEDIATELY FOLLOWING  
REGULAR SCHEDULED MEETING

Angels Fire House – 1404 Vallecito Road

## AGENDA

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8:00 PM SPECIAL MEETING, OR IMMEDIATELY FOLLOWING REGULAR SCHEDULED MEETING

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

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

2. PUBLIC COMMENT - **NONE**

3. REGULAR AGENDA

- A. Adopt Resolution No. 25-03, Declaring January 9th, 2025, as a City Holiday Following the Presidents Declaration of a National Day of Mourning for the Passing of President James Earl Carter, Jr., Steve Williams, Interim City Administrator

**DISCUSSION, NO ACTION TAKEN**

4. ADJOURNMENT

**RETURN TO REGULAR MEETING CLOSED SESSION**

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Rose Beristianos, City Clerk

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Michael Chimente, Mayor



# CITY COUNCIL SPECIAL MEETING DRAFT MINUTES

January 14, 2025 at 3:00 PM

Angels Fire House – 1404 Vallecito Road

## AGENDA

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

Council Members Alvin Broglio, Isabel Moncada, Scott Behiel **(ALL PRESENT)**

Interim City Administrator Steve Williams **(PRESENT)** | City Attorney **(NOT NEEDED)**

1. ROLL CALL – **AS NOTED ABOVE**
2. PUBLIC COMMENT - **NONE**

### CLOSED SESSION

3. ADJOURN TO CLOSED SESSION
  - A. Public Employee Employment (Gov. Code Section 54957) Title: City Administrator, Steve Williams, Interim City Administrator,

### REGULAR SESSION

4. REPORT OUT OF CLOSED SESSION
  - A. Public Employee Employment (Gov. Code Section 54957) Title: City Administrator, Steve Williams, Interim City Administrator

### DIRECTION GIVEN TO STAFF

5. ADJOURNMENT

**ACTION: MOTION TO ADJOURN BY COUNCIL MEMBER BROGLIO, SECONDED BY COUNCIL MEMBER BEHIEL, PASSED 5 YES**

Rose Beristianos, City Clerk

Michael Chimente, Mayor





## CITY HALL

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

**MEETING DATE:** January 21, 2025

**TO:** City Council

**FROM:** Michelle Gonzalez, Finance Director

**RE:** Monthly Accounts Payable (AP) Checks and Treasury Report

### BACKGROUND

Accounts Payable and Treasury Reports for Council Review.

### DISCUSSION

Staff is providing Council with the Accounts Payable and Treasury Report for the month of December, 2024

### FISCAL IMPACT

No fiscal impact

### ATTACHMENTS

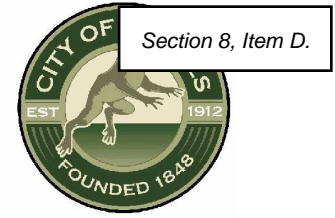
1. Accounts Payable Checks December, 2024
2. Treasury Report December, 2024



# Bank Reconciliation

## Board Audit

User: mgonzalez  
 Printed: 01/16/2025 - 4:17PM  
 Date Range: 12/01/2024 - 12/31/2024  
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 010 General Fund				
Department: 0000 No Dept				
0	Angels Camp Police Officer's Association	POLICE OFFICER ASSOCIATION DUES OCT 2024	12/12/2024	933.60
0	Hunt & Sons LLC.	FUEL DELIVERY DATE 12-2-24	12/05/2024	3,342.57
0	Hunt & Sons LLC.	FUEL DELIVERY DATE 12-10-24	12/12/2024	1,403.77
0	Hunt & Sons LLC.	FUEL DELIVERY DATE 12-16-24	12/20/2024	2,173.07
0	Hunt & Sons LLC.	FUEL DELIVERY DATE 12-23-24	12/26/2024	1,098.08
93417	Operating Engineers Local Union No. 3	UNION DUES FOR NOVEMBER 2024	12/12/2024	708.00
93455	Operating Engineers Local Union No. 3	UNION DUES FOR ANGELS FIRE DEP.	12/26/2024	708.00
Total for Department: 0000 No Dept				10,367.09
Department: 1000 City Officials				
0	CONETH SOLUTIONS, INC.	IT Services FY 2024-25	12/05/2024	398.95
0	CONETH SOLUTIONS, INC.	NEW WINDOWS COMPUTER	12/20/2024	1,726.10
0	NEXUS TECHNOLOGIES	Software subscription services fiscal year 24-25 Barracuda	12/12/2024	188.39
93364	Calaveras County - Administration	VIDEOGRAPHER FOR COUNCIL MEETING 11/19/24	12/05/2024	321.13
93430	Calaveras County - Administration	VIDEOGRAPHER FOR COUNCIL MEETING 12/3/24	12/20/2024	423.89
93447	Calaveras County - Administration	VIDEOGRAPHER FOR COUNCIL MEETING 12/17/24	12/26/2024	269.75
Total for Department: 1000 City Officials				3,328.21
Department: 1500 City Attorney				
0	White Brenner, LLP	Legal Services for Fiscal Year 2024-25 as per approved budget	12/20/2024	22,432.53
Total for Department: 1500 City Attorney				22,432.53
Department: 2000 City Engineer				
0	NEXUS TECHNOLOGIES	Software subscription services fiscal year 24-25 Barracuda	12/12/2024	34.25
93433	Dewberry Engineers Inc.	TO #20 - 2024/25 Transportation/Grant Assistance and City Projec	12/20/2024	32,012.62
Total for Department: 2000 City Engineer				32,046.87
Department: 3000 Finance & General Administrati				
0	ANGELS CLEANING SERVICES	CLEANING SERVICES FOR NOVEMBER	12/05/2024	140.00
0	ANGELS CLEANING SERVICES	City Hall cleaning 11/26/24	12/20/2024	320.00
0	BETTER CLOUD HOSTING	ACH TEST	12/31/2024	0.01
0	Calaveras Power Agency	Power - City Locations	12/20/2024	735.44
0	ClearGov	Budgeting Software - Personnel Budgeting Suite	12/20/2024	5,546.66
0	CONETH SOLUTIONS, INC.	IT Services FY 2024-25	12/05/2024	3,191.63
0	NEXUS TECHNOLOGIES	Software subscription services fiscal year 24-25 Barracuda	12/12/2024	320.77
0	Price Paige & Company, CPA, LLP	Audit services FYE 06/30/2024	12/20/2024	0
93363	Calaveras Lumber Co., Inc.	INV-43576 SUPPLIES FOR CITY HALL	12/05/2024	0

Check No.	Vendor/Employee	Transaction Description	Date	Amount
93374	Mark Twain Union Elementary	SCHOOL CONSTRUCTION IMPACT FEES	12/05/2024	8
93376	Mountain Oasis Purified Water	WATER REFILLS AT CITY HALL	12/05/2024	33.25
93380	Quadient	METER RENTAL, ONLINE RATE MAINT.	12/05/2024	118.73
93410	BEVERLI MARSHALL	TRAVEL REIMB. FOR CITY ADMINISTRATOR FINAL ROUND CANDIDATES	12/12/2024	750.00
93426	DREW WILLISON	TRAVEL REIMB. FOR CITY ADMINISTRATOR FINAL ROUND CANDIDATES	12/12/2024	750.00
93427	STEVE WILLIAMS	SUPPLIES FOR CITY ADMINISTRATOR INTERVIEW	12/12/2024	54.33
93441	Quadient Finance USA, Inc	POSTAGE	12/20/2024	210.00
93442	Safe-T-Lite	"NO UNAUTHORIZED PRESENCE" SIGN	12/20/2024	150.31
93445	Toshiba Financial Services	SERVICES 11/23-12/23/24	12/20/2024	911.52
93457	Signal Service Inc.	QTLY ALARM SYSTEM	12/26/2024	321.37
			Total for Department: 3000 Finance & General Admin	32,882.34
Department: 3002 Community Support				
93452	League of California Cities	Membership dues for Central Valley Division	12/26/2024	35.42
			Total for Department: 3002 Community Support	35.42
Department: 4000 Building & Planning Department				
0	ANGELS CLEANING SERVICES	CLEANING SERVICES FOR NOVEMBER	12/05/2024	60.00
0	ANGELS CLEANING SERVICES	City Hall cleaning 11/26/24	12/20/2024	80.00
0	Calaveras Power Agency	Power - City Locations	12/20/2024	46.48
0	CONETH SOLUTIONS, INC.	IT Services FY 2024-25	12/05/2024	79.79
0	Employee Relations, Inc.	BACK GROUND CHECK FOR NEW EMPLOYEE	12/20/2024	217.60
0	Interwest Consulting Group Inc.	GF B&P Projects/All Hazards Planning Codes/Planning Consultant	12/20/2024	67.50
0	NEXUS TECHNOLOGIES	Software subscription services fiscal year 24-25 Barracuda	12/12/2024	68.51
93376	Mountain Oasis Purified Water	WATER REFILLS AT CITY HALL	12/05/2024	14.25
93425	Roark Weber, P.E.	PROFESSIONAL SERVICES FOR OCTOBER 2024	12/12/2024	1,959.06
93429	Augustine Planning Associates, Inc	Community Enhancement Projects/Utica Park Expansion Rural Rec/Match Non-Labor	12/20/2024	33,613.75
93432	CSG Consultants, Inc.	CODE ENFORCEMENT SERVICES 10/26-11/29/24	12/20/2024	6,648.09
93433	Dewberry Engineers Inc.	TO #21 Private Property Planning and Encroachment Reviews	12/20/2024	7,045.50
93441	Quadient Finance USA, Inc	POSTAGE	12/20/2024	90.00
93445	Toshiba Financial Services	SERVICES 11/23-12/23/24	12/20/2024	390.62
93457	Signal Service Inc.	QTLY ALARM SYSTEM	12/26/2024	53.63
93458	Roark Weber, P.E.	PROFESSIONAL SERVICES FOR NOVEMBER 2024	12/26/2024	1,010.75
			Total for Department: 4000 Building & Planning Dep	51,445.53

Section 8, Item D.

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 6000 Fire Department				Section 8, Item D.
0	Calaveras Power Agency	Power - City Locations	12/20/2024	242.32
0	CDK Supply	CPPA Energy Efficiency Grant/Building Maint	12/26/2024	1,875.97
0	CONETH SOLUTIONS, INC.	IT Services FY 2024-25	12/05/2024	718.12
0	NEXUS TECHNOLOGIES	Software subscription services fiscal year 24-25 G3 Microsoft 36	12/12/2024	376.79
93363	Calaveras Lumber Co., Inc.	INV-44420 SUPPLIES FOR ANGELS FIRE	12/05/2024	41.92
93365	Campora Propane Service	PROPANE FUEL ANNGELS FIRE DEP.	12/05/2024	572.47
93369	ENTENMANN-ROVIN CO.	SUPPLIES FOR ANGELS FIRE DEP.	12/05/2024	1,495.21
93378	O'Reilly Automotive, Inc.	BULLET TERM -ANGELS FIRE	12/05/2024	40.45
93409	Angels Sheet Metal, Inc.	ASMI INSTALL -ANGELS FIRE DEP.	12/12/2024	1,561.00
93437	L.N. Curtis & Sons	SUPPLIES FOR ANGELS CAMP FIRE DEP.	12/20/2024	504.68
93445	Toshiba Financial Services	SERVICES 11/23-12/23/24	12/20/2024	316.57
93446	AT&T Mobility	ON-CALL PHONES -FIRE	12/26/2024	160.96
Total for Department: 6000 Fire Department				7,906.46
Department: 6100 Police Department				
0	Calaveras Power Agency	Power - City Locations	12/20/2024	403.12
0	CONETH SOLUTIONS, INC.	IT Services FY 2024-25	12/05/2024	957.50
0	NEXUS TECHNOLOGIES	Software subscription services fiscal year 24-25 Barracuda	12/12/2024	376.79
0	Top Dog Police K9 Training & Consulting	MAINT. TRAINING FOR JODI MCDEARMID	12/05/2024	250.00
93378	O'Reilly Automotive, Inc.	CAPSULE -POLICE DEP.	12/05/2024	102.27
93412	CODE 3 WEAR	SERVICES FOR ANGELS CAMP POLICE DEP.	12/12/2024	57.88
93415	Laurie Boire	CLEANING SERVICES FOR NOVEMBER	12/12/2024	120.00
93422	Sierra Motors	SERVICES FOR ANGELS CAMP POLICE DEP.	12/12/2024	85.00
93431	Cal.net	1/3/25-2/3/25	12/20/2024	133.84
93436	Joe Linayao	PER DIEM FOR 1 DAY CLASS IN AUBURN	12/20/2024	15.00
93438	MCI	LONG DISTANCE SERVICE	12/20/2024	45.69
93443	BEN SAVAGE	PER DIEM FOR 5 DAY CLASS IN CERES	12/20/2024	75.00
93445	Toshiba Financial Services	SERVICES 11/23-12/23/24	12/20/2024	319.87
93453	McCoy Truck Tire Service Center, Inc.	TIRES FOR ANGELS POLICE DEP.	12/26/2024	644.83
Total for Department: 6100 Police Department				3,586.79
Department: 7010 Public Works General				
0	Calaveras Power Agency	Power - City Locations	12/20/2024	1,062.96
0	CONETH SOLUTIONS, INC.	IT Services FY 2024-25	12/05/2024	398.95
0	NEXUS TECHNOLOGIES	Software subscription services fiscal year 24-25 Barracuda	12/12/2024	188.39
93363	Calaveras Lumber Co., Inc.	INV-44101 SPRAY PAINT	12/05/2024	405.38
93366	QUENTIN CARTER	BOOT ALLOWANCE 24/25	12/05/2024	83.33
93375	MotherLode Answering Service, Inc.	BASIC ANSWERING SERVICES	12/05/2024	116.28
93377	No Contract Pest Control, Inc.	UTICA PARK KITCHEN	12/05/2024	108.00
93378	O'Reilly Automotive, Inc.	MOTOR OIL -PUBLIC WORKS	12/05/2024	122.82
93385	Weco Industries	Communication headsets for traffic control	12/05/2024	3,470.09
93419	Safe-T-Lite	BARRICADE PLASTIC PANNELS	12/12/2024	249.51
93421	Scott's Distributing	CAN LINERS X2	12/12/2024	160.69
93424	ULINE	RAIN JACKET	12/12/2024	108.32
93431	Cal.net	1/3/25-2/3/25	12/20/2024	133.38
93439	ANGELS CAMP CHEVRON	MAINT FOR 2023 SILVERADO	12/20/2024	714.61
93442	Safe-T-Lite	U-BRACKET	12/20/2024	116.05
93446	AT&T Mobility	ON-CALL PHONES -PW	12/26/2024	17.35
93456	Safe-T-Lite	CUSTOM SIGN "NO AUTH. VEHICLES"	12/26/2024	39.06
93457	Signal Service Inc.	QTLY ALARM SYSTEM	12/26/2024	

Check No.	Vendor/Employee	Transaction Description	Date	Amount
			Total for Department: 7010 Public Works General	Section 8, Item D. 7
			Total for Fund:010 General Fund	171,862.41
Fund: 115 General Fund Projects				
Department: 2011 General GF Grants				
93411	Robert E. Boyer Construction, Inc.	Utica Park Expansion and Renovation Design and Build	12/12/2024	244,070.69
93454	MILLWORKZ LLC	Utica Park Benches -Custom milling and construction	12/26/2024	7,066.56
			Total for Department: 2011 General GF Grants	251,137.25
			Total for Fund:115 General Fund Projects	251,137.25
Fund: 139 Transportation Projects				
Department: 2010				
93383	Stalker Radar	REMAINING BALANCE FOR INV 448107	12/05/2024	39.95
93433	Dewberry Engineers Inc.	Task Order #12- Unico Eng	12/20/2024	1,213.68
			Total for Department: 2010	1,253.63
			Total for Fund:139 Transportation Projects	1,253.63
Fund: 206 Gas Tax RMRA (SB1)				
Department: 7010				
93382	SealMaster	2 pallets of crack sealer	12/05/2024	4,959.38
			Total for Department: 7010	4,959.38
			Total for Fund:206 Gas Tax RMRA (SB1)	4,959.38
Fund: 245 Lighting/Landscape District				
Department: 9003 Landscape & Lighting District				
0	California Landscaping & Design Inc	LLD Landscaping Greenhorn Creek FY 2024-25	12/12/2024	8,887.50
0	California Landscaping & Design Inc	LLD Landscaping Greenhorn Creek FY 2024-25	12/26/2024	8,887.50
93368	DARIO'S LANDSCAPING	SPREAD WOOD CHIPS THROUGH PLANTERS	12/05/2024	2,200.00
93413	DARIO'S LANDSCAPING	MONTHLY TRAIL MAINT.	12/12/2024	400.00
			Total for Department: 9003 Landscape & Lighting Di	20,375.00
			Total for Fund:245 Lighting/Landscape District	20,375.00
Fund: 272 TOT-Tourism				
Department: 3002				
0	Calaveras Power Agency	Power - City Locations	12/20/2024	782.16
			Total for Department: 3002	782.16
			Total for Fund:272 TOT-Tourism	782.16
Fund: 300 Sewer O&M				
Department: 8000 Sewer O&M				
0	Calaveras Power Agency	Power - City Locations	12/20/2024	10,951.40

Check No.	Vendor/Employee	Transaction Description	Date	Amount
				Section 8, Item D.
0	CONETH SOLUTIONS, INC.	IT Services FY 2024-25	12/05/2024	\$
0	DataProse LLC	BILLING AND POSTAGE FOR NOVEMBER 2024	12/05/2024	862.15
0	McMaster-Carr	HIGH PRESSURE PLASTIC TUBING X2	12/05/2024	94.67
0	NEXUS TECHNOLOGIES	Software subscription services fiscal year 24-25 Barracuda	12/12/2024	119.89
0	Northstar Chemical	Water & Wastewater chemicals FY 2024-25	12/12/2024	4,527.26
0	Springbrook Holding Company LLC	CIVICPAY TRANSACTION FEE, IVR FEE	12/05/2024	419.50
0	USABlueBook	SUPPLIES FOR WW	12/05/2024	1,117.47
93360	Alpha Analytical Laboratories, Inc.	Water Testing Services FY 2024-25	12/05/2024	1,957.00
93361	Angels Food Market	PAPER TOWELS	12/05/2024	54.35
93363	Calaveras Lumber Co., Inc.	INV-44784 CLEANING SUPPLIES	12/05/2024	314.68
93366	QUENTIN CARTER	BOOT ALLOWANCE 24/25	12/05/2024	83.33
93367	CWEA	MEMBERSHIP AND CERT RENEWAL FOR CUSTOMER-30763 DAVID POROVICH	12/05/2024	350.00
93371	Fruit Growers Laboratory, Inc	INORGANIC ANALYSIS	12/05/2024	828.00
93372	Javelina Trading Company	BLUE NITRILE GLOVE	12/05/2024	326.46
93375	MotherLode Answering Service, Inc.	BASIC ANSWERING SERVICES	12/05/2024	81.40
93376	Mountain Oasis Purified Water	WATER REFILLS AT WW	12/05/2024	71.35
93378	O'Reilly Automotive, Inc.	ANTIFREEZE X4, BRAKE CLEANER X3	12/05/2024	221.79
93381	Quill Corporation	OFFICE SUPPLIES ACCOUNT NUMBER 364767	12/05/2024	394.90
93384	Utica Water & Power Authority	S-126 WATER DATA COLLECTION	12/05/2024	400.00
93423	Sonora Airco Gas & Gear	CYLINDER RENTAL FEE	12/12/2024	8.00
93431	Cal.net	1/3/25-2/3/25	12/20/2024	158.38
93434	Foothill-Sierra Pest Control, Inc	PEST CONTROL SERVICES 1131 MURPHYS GRADE RD	12/20/2024	149.00
93435	Garrett Walker	Backflow Testing Services	12/20/2024	9,675.00
93438	MCI	LONG DISTANCE SERVICE	12/20/2024	21.67
93448	Dewberry Engineers Inc.	TO #17 2024/25 Sewer General Engineering	12/26/2024	5,386.47
93450	Helix Environmental Solutions	SUPPLIES FOR WW	12/26/2024	1,208.31
93451	Javelina Trading Company	SUPPLIES FOR WASTEWATER	12/26/2024	325.27
93457	Signal Service Inc.	QTLY ALARM SYSTEM	12/26/2024	992.67
			Total for Department: 8000 Sewer O&M	41,658.90
			Total for Fund:300 Sewer O&M	41,658.90
Fund: 310 Sewer Capital Replacement				
Department: 2022 Sewer Capital Replacement				
93448	Dewberry Engineers Inc.	Sewer Replacement Project/Booster Way Sewer Project/Capital Projects	12/26/2024	29,984.85
			Total for Department: 2022 Sewer Capital Replaceme	29,984.85
			Total for Fund:310 Sewer Capital Replacement	29,984.85
Fund: 350 Water O&M				
Department: 8001 Water O&M				
0	Calaveras Power Agency	Power - City Locations	12/20/2024	1,626.40
0	CONETH SOLUTIONS, INC.	IT Services FY 2024-25	12/05/2024	558.53
0	DataProse LLC	BILLING AND POSTAGE FOR NOVEMBER 2024	12/05/2024	599.12
0	NEXUS TECHNOLOGIES	Software subscription services fiscal year 24-25 Barracuda	12/12/2024	119.89
0	Springbrook Holding Company LLC	CIVICPAY TRANSACTION FEE, IVR FEE	12/05/2024	419.50
93360	Alpha Analytical Laboratories, Inc.	Water Testing Services FY 2024-25	12/05/2024	791.00
93363	Calaveras Lumber Co., Inc.	INV-44873 GALV BUSHING	12/05/2024	4.98
93366	QUENTIN CARTER	BOOT ALLOWANCE 24/25	12/05/2024	83.34
93367	CWEA	CERT RENEWAL FOR CUSTOMER-478968 QUENTIN CARTER	12/05/2024	239.00
93370	Froggy's Auto Wash & Lube	MAINT ON 2013 CHEVY SILVERADO	12/05/2024	\$
93373	MARTIN MARIETTA MATERIALS	3/4" CLASS II AGG BASE	12/05/2024	\$

Check No.	Vendor/Employee	Transaction Description	Date	Amount
93375	MotherLode Answering Service, Inc.	BASIC ANSWERING SERVICES	12/05/2024	8
93378	O'Reilly Automotive, Inc.	SUPPLIES FOR WATER DEP.	12/05/2024	353.60
93379	Pace Supply Corp.	SUPPLIES FOR WATER TREATMENT DEP.	12/05/2024	2,072.52
93416	MARTIN MARIETTA MATERIALS	3/4" CLASS II AGG BASE	12/12/2024	222.94
93418	Rolleri Landscape Products	1 YARD RUTH 3/4"	12/12/2024	79.39
93431	Cal.net	1/3/25-2/3/25	12/20/2024	168.38
93434	Foothill-Sierra Pest Control, Inc	PEST CONTROL SERVICES 2660 HWY 49	12/20/2024	184.00
93440	Pace Supply Corp.	SUPPLIES FOR PUBLIC WORKS	12/20/2024	244.58
93444	R SUTTON ENTERPRISES, LLC	Hydrant replacement install	12/20/2024	4,000.00
93448	Dewberry Engineers Inc.	TO #18 2024/25 Water General Engineering	12/26/2024	36,167.51
93449	General Plumbing Supply	SUPPLIES FOR PUBLIC WORKS	12/26/2024	903.26
93457	Signal Service Inc.	QTLY ALARM SYSTEM	12/26/2024	426.00
			Total for Department: 8001 Water O&M	49,551.33
			Total for Fund:350 Water O&M	49,551.33
Fund: 365 Water Capital Replacement				
Department: 2032 Water Capital Replacement				
93440	Pace Supply Corp.	AMR METERS	12/20/2024	8,105.24
			Total for Department: 2032 Water Capital Replaceme	8,105.24
			Total for Fund:365 Water Capital Replacement	8,105.24

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Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 405 LAFCO Trust Fund Department: 9001 LAFCO				Section 8, Item D.
93362	John Benoit	STAFF SERVICES -SEPT 2024	12/05/2024	12,878.89
93428	Anthony Tyrrell	PAYMENT FOR CONFERENCE EXP.	12/19/2024	1,038.51
			Total for Department: 9001 LAFCO	13,917.40
			Total for Fund:405 LAFCO Trust Fund	13,917.40
Fund: 415 Mark Twain Fees Department: 0000 No Dept				
93374	Mark Twain Union Elementary	SCHOOL CONSTRUCTION IMPACT FEES	12/05/2024	20,599.04
			Total for Department: 0000 No Dept	20,599.04
			Total for Fund:415 Mark Twain Fees	20,599.04
Fund: 417 Retiree Health Department: 3000				
0	Anthony Tacheira	RETIREE BENEFIT -DECEMBER 2024	12/12/2024	67.08
0	Billy Brown	RETIREE BENEFIT -DECEMBER 2024	12/12/2024	291.15
0	Faye Perata	RETIREE BENEFIT -DECEMBER 2024	12/12/2024	291.15
0	Gary Burns	RETIREE BENEFIT -DECEMBER 2024	12/12/2024	291.15
0	Judy King	RETIREE BENEFIT -DECEMBER 2024	12/12/2024	67.08
0	Kitchell, Jonathan	RETIREE BENEFIT -DECEMBER 2024	12/12/2024	255.81
0	Mary Kelly	RETIREE BENEFIT -DECEMBER 2024	12/12/2024	46.30
0	Richard Soracco	RETIREE BENEFIT -DECEMBER 2024	12/12/2024	46.30
0	Tinnin, Jennifer	RETIREE BENEFIT -DECEMBER 2024	12/12/2024	46.30
0	William Nuttall	RETIREE BENEFIT -DECEMBER 2024	12/12/2024	249.60
93414	JIM HESS	RETIREE BENEFIT -DECEMBER 2024	12/12/2024	67.08
93420	Pamela Satterfield	RETIREE BENEFIT -DECEMBER 2024	12/12/2024	46.30
			Total for Department: 3000	1,765.30
			Total for Fund:417 Retiree Health	1,765.30
			Grand Total	615,951.89





# CITY OF ANGELS

Section 8, Item D.

## TREASURER'S REPORT For the Month Ended

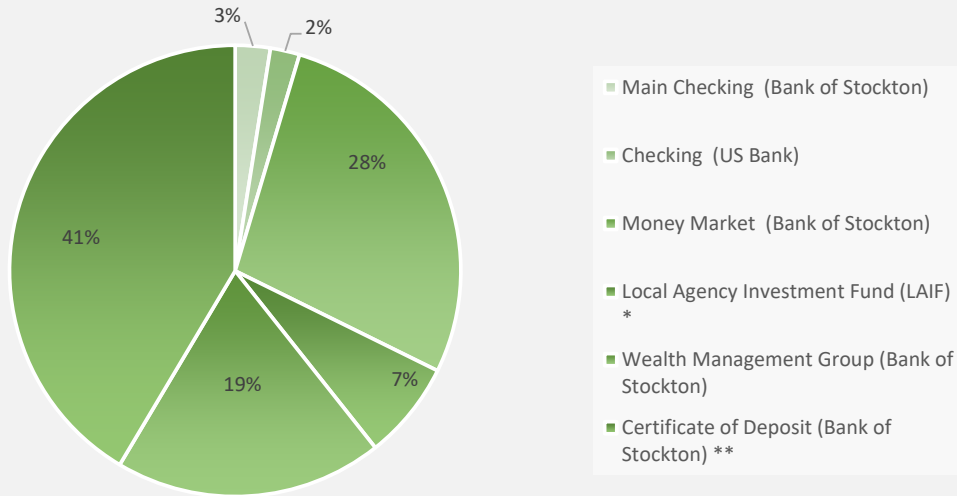
**December 31, 2024**

Operating Portfolios	Beginning Balance	Ending Balance	Accrued Interest	Bank Fees	% of Total
Main Checking (Bank of Stockton)	\$ 582,894	\$ 652,598	\$ 21	\$ 183	3%
Checking (US Bank)	515,376	546,570		190	2%
Money Market (Bank of Stockton)	7,477,138	7,202,085	24,948		28%
Local Agency Investment Fund (LAIF) *	6,830,243	1,830,243	40,812		7%
Wealth Management Group (Bank of Stockton)	-	5,000,000			19%
Certificate of Deposit (Bank of Stockton) **	10,736,924	10,782,309	45,385		41%
<b>TOTAL OPERATING FUNDS</b>	<b>\$ 26,142,574</b>	<b>\$ 26,013,805</b>	<b>\$ 111,165</b>	<b>\$ 373</b>	<b>100%</b>

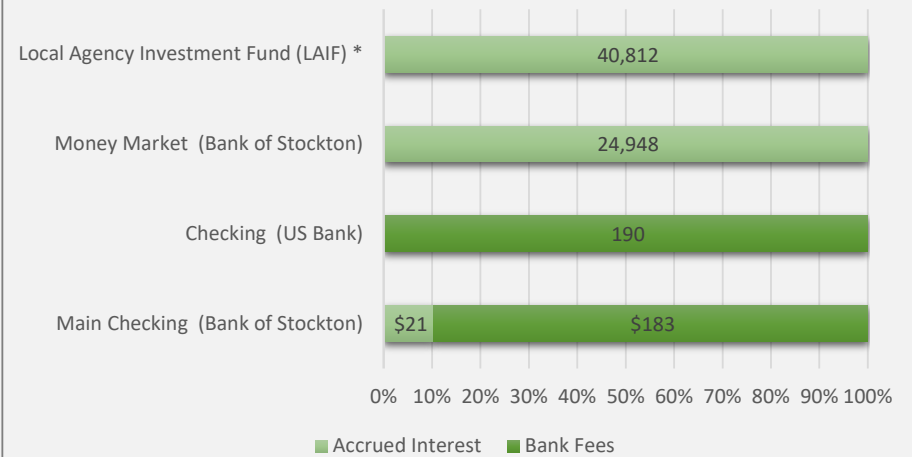
\* Interest recorded Quarterly (Sep 2024)

\*\* CD opened 6/27/2024 interest rate 5.10% Term 6 months

Composition of Operating Portfolios  
December 31, 2024



Interest Earnings/Bank Fees  
December 31, 2024



Total Interest Earned FY 23/24	\$	1,034,558
Total Interest Earned FY 24/25	\$	556,843



# MEMORANDUM

## City of Angels City Council

**Date:** January 21, 2025

**To:** City Council

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

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

**Recommendation:**

Acknowledge and accept updates.

**Background:**

Consistent with direction from the City Council, attached is an update on the above-captioned project through January 14, 2025.

**Strategic Plan Alignment**

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

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

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

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

**Discussion**

**Landscaping**

The landscaping plan was reviewed by the park committee on December 4, 2024 and approved as per the PowerPoint provided 12/17/24. A notice of all revisions was sent to the park committee. Irrigation plans have been received and reviewed. The change order related to installing a new irrigation system was approved by the City Council.

Three trees have been sold. Fourteen remain for sale at a cost of \$500 each or, for a veteran, \$350.00.

**Lighting and Electric**

A draft lighting plan was received. The Park Planning Committee requested a meeting to review those plans; however, this item was not a topic scheduled for review. Staff will, instead, send the committee an update on the plans. The lighting is not “decorative,” but is instead practical emphasizing safety and reducing glare for the neighbors. The plan includes lighting for the flagpole. City Council approved a change order for lighting. The City has submitted a request to the Angels Camp Veterans Memorial District asking if that agency has interest in donating all or part of the costs of the flag pole light. The City met 1/7/25 with Calaveras Public Power Agency (CPPA) and began the process of applying for a grant to assist in funding the proposed replacement lighting.

**Mark Twain Statue**

Plans are underway to return Mark Twain to the park after the new stairway is installed from SR 49 (i.e., towards the end of the project).

**Bocce Court**

The bocce courts have been installed. The type of surfacing (oyster shells or, at additional cost, turf), is a question of cost that was presented to the City Council 1/7/25. As per Council request, the following cost information is provided re: surfacing: oyster shells, delivered and installed, are \$5,000 (\$3,500 for material and freight costs, and \$1,500 for install). The artificial turf is \$42,232. The difference in the price is \$37,232 (i.e., would require a change order/additional funds). Boyer received 2 turf quotes and \$42,232 was the cheaper option. Boyer has reached out for a third quote and will inform the city when a response is received.

**Hardcourts**

The hardcourts are poured. Fencing is completed. Hoops will be installed at the courts shortly.

**Outdoor gym**

The outdoor gym equipment is on schedule to be shipped January 17, 2025.

**Parcourse**

The general layout of the parcourse has been established. The course layout and walking/interpretive trail will be refined throughout the coming weeks.

**Benches**

The completed benches made from black walnut trees removed from the park due to rot have been delivered and are in storage at the park. Approximately six are still available for purchase at a cost of \$1,500 each.

**Stage**

Amphitheatre footings and wingwalls have been installed.

**Kitchen**

Staff received authorization on 1/7/25 to proceed with preparing a resilience center application to PG&E to assist with kitchen renovations that would allow for its commercial use during emergencies and to investigate wiring the pavilion to the site generator to provide lighting during public safety power shutdowns.

**Rain**

Boyer will continue park construction as weather permits.

**Financial Impact**

See attached budget.

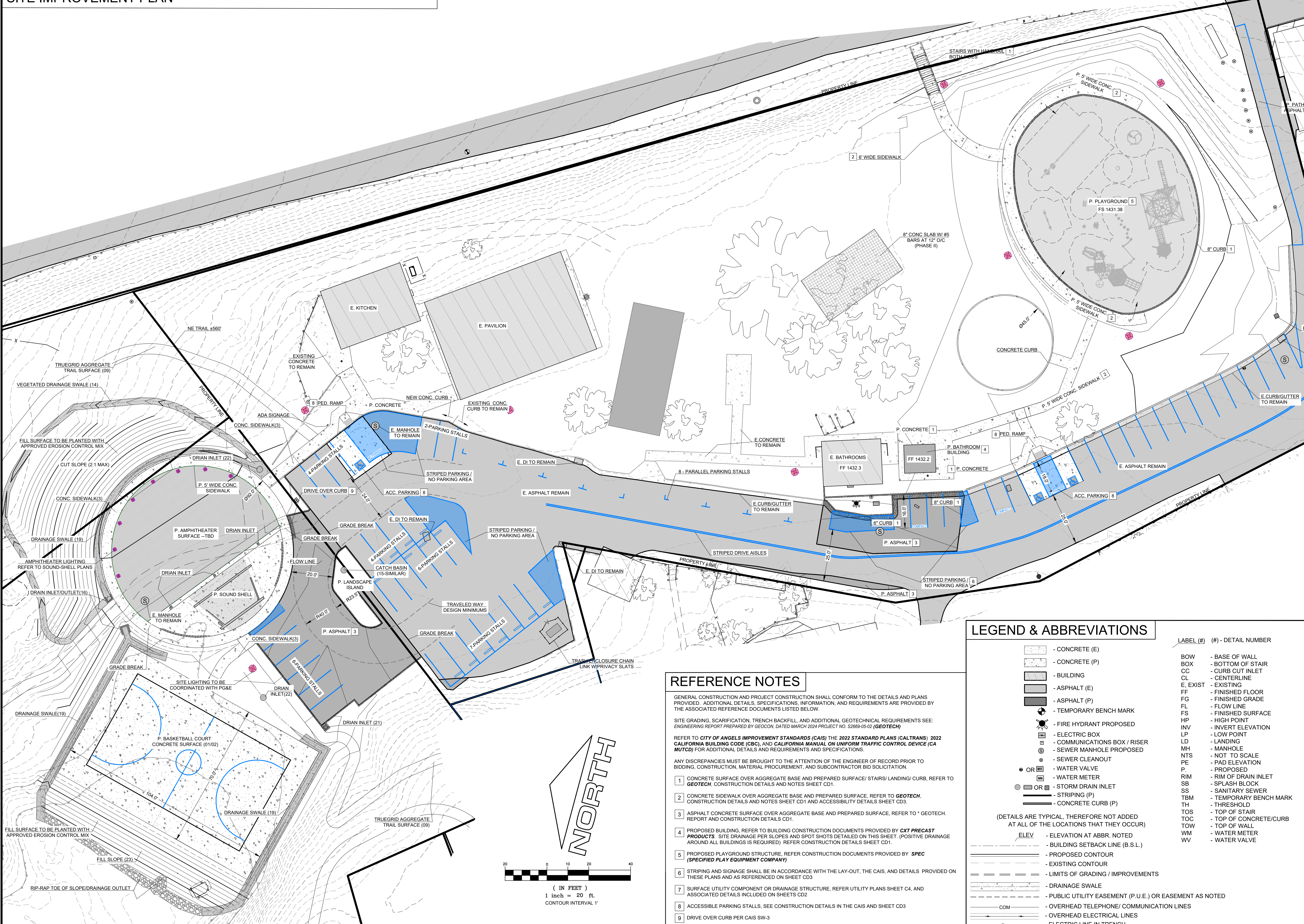
**Attachments**

- A. Approved Site Layout
- B. Budget

# SITE IMPROVEMENT PLAN

**Land & Structure**  
SURVEYING | ENGINEERING | DESIGN

105 SOUTH STEWART STREET, SONOMA, CALIFORNIA, 95370 T: 209.532.5173 F: 209.532.5220



**REVISIONS:**

rev	date	description

**OWNER INFORMATION:**  
City of Angels  
P.O. Box 667  
Angels Camp, Ca 95222  
Ph (209) 736.2181

**SITE INFORMATION:**  
APN 060-006-006/008  
1075 Utica Lane  
Angels Camp, CA 95222

**PROJECT INFORMATION:**

A Site Improvement Plan for:  
**Utica Park**  
1075 Utica Lane  
Angels Camp, CA 95222

**ENGINEER OF RECORD:**

Professional Engineer Seal: No. 6919, State of California, dated 06/30/26, expires 09/24/24.

**ISSUE DATE:** 09.24.24

**DRAWN BY:** ZPG

**CHECKED BY:** RC

**SCALE:** 1" = 20'

**DRAWING:** SITE PLAN

**PROJECT NO:** 23-07.06

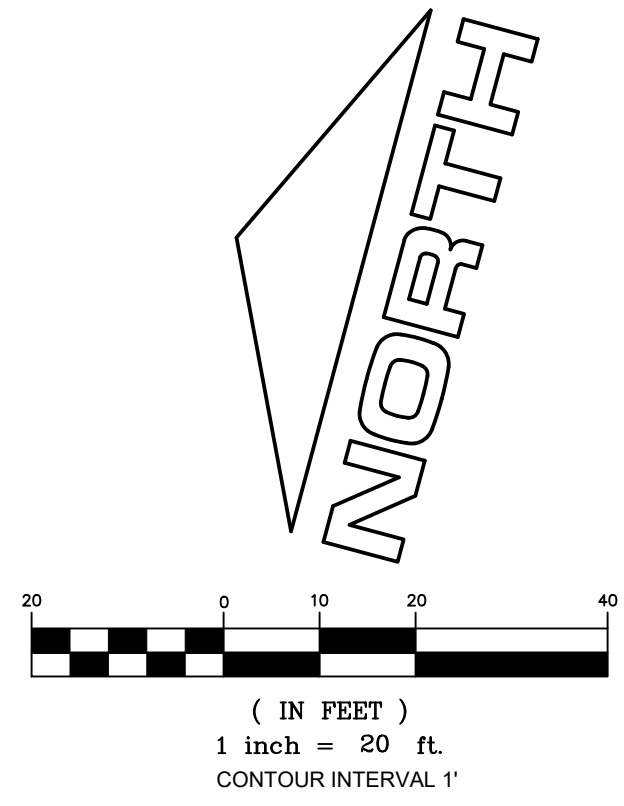
**SHEET:** C2.1 **OF:** 7

## REFERENCE NOTES

- GENERAL CONSTRUCTION AND PROJECT CONSTRUCTION SHALL CONFORM TO THE DETAILS AND PLANS PROVIDED. ADDITIONAL DETAILS, SPECIFICATIONS, INFORMATION, AND REQUIREMENTS ARE PROVIDED BY THE ASSOCIATED REFERENCE DOCUMENTS LISTED BELOW.
- SITE GRADING, SCARIFICATION, TRENCH BACKFILL, AND ADDITIONAL GEOTECHNICAL REQUIREMENTS SEE: ENGINEERING REPORT PREPARED BY GEOCON, DATED MARCH 2024 PROJECT NO. S2669-05-02 (GEOTECH)
- REFER TO **CITY OF ANGELS IMPROVEMENT STANDARDS (CAIS)** THE **2022 STANDARD PLANS (CALTRANS)** 2022 CALIFORNIA BUILDING CODE (CBC), AND CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICE (CA MUTCD) FOR ADDITIONAL DETAILS AND REQUIREMENTS AND SPECIFICATIONS.
- ANY DISCREPANCIES MUST BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD PRIOR TO BIDDING, CONSTRUCTION, MATERIAL PROCUREMENT, AND SUBCONTRACTOR BID SOLICITATION.
- CONCRETE SURFACE OVER AGGREGATE BASE AND PREPARED SURFACE/ STAIRS/ LANDING/ CURB. REFER TO **GEOTECH**, CONSTRUCTION DETAILS AND NOTES SHEET CD1.
  - CONCRETE SIDEWALK OVER AGGREGATE BASE AND PREPARED SURFACE. REFER TO **GEOTECH**, CONSTRUCTION DETAILS AND NOTES SHEET CD1 AND ACCESSIBILITY DETAILS SHEET CD3.
  - ASPHALT CONCRETE SURFACE OVER AGGREGATE BASE AND PREPARED SURFACE. REFER TO **GEOTECH**, REPORT AND CONSTRUCTION DETAILS CD1.
  - PROPOSED BUILDING. REFER TO BUILDING CONSTRUCTION DOCUMENTS PROVIDED BY **CXT PRECAST PRODUCTS**. SITE DRAINAGE PER SLOPES AND SPOT SHOTS DETAILED ON THIS SHEET. (POSITIVE DRAINAGE AROUND ALL BUILDINGS IS REQUIRED). REFER CONSTRUCTION DETAILS SHEET CD1.
  - PROPOSED PLAYGROUND STRUCTURE. REFER CONSTRUCTION DOCUMENTS PROVIDED BY **SPEC (SPECIFIED PLAY EQUIPMENT COMPANY)**.
  - STRIPING AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE LAY-OUT, THE CAIS, AND DETAILS PROVIDED ON THESE PLANS AND AS REFERENCED ON SHEET CD3.
  - SURFACE UTILITY COMPONENT OR DRAINAGE STRUCTURE. REFER UTILITY PLANS SHEET C4, AND ASSOCIATED DETAILS INCLUDED ON SHEETS CD2.
  - ACCESSIBLE PARKING STALLS. SEE CONSTRUCTION DETAILS IN THE CAIS AND SHEET CD3.
  - DRIVE OVER CURB PER CAIS SW-3.

## LEGEND & ABBREVIATIONS

	- CONCRETE (E)	<b>LABEL (#) - DETAIL NUMBER</b>
	- CONCRETE (P)	BOW - BASE OF WALL
	- BUILDING	BOX - BOTTOM OF STAIR
	- ASPHALT (E)	CC - CURB CUT INLET
	- ASPHALT (P)	CL - CENTERLINE
	- TEMPORARY BENCH MARK	E, EXIST - EXISTING
	- FIRE HYDRANT PROPOSED	FF - FINISHED FLOOR
	- ELECTRIC BOX	FG - FINISHED GRADE
	- COMMUNICATIONS BOX / RISER	FL - FLOW LINE
	- SEWER MANHOLE PROPOSED	FS - FINISHED SURFACE
	- SEWER CLEANOUT	HP - HIGH POINT
	- WATER VALVE	INV - INVERT ELEVATION
	- WATER METER	LP - LOW POINT
	- STORM DRAIN INLET	LD - LANDING
	- STRIPING (P)	MH - MANHOLE
	- CONCRETE CURB (P)	NTS - NOT TO SCALE
<b>ELEV</b>	- ELEVATION AT ABBR. NOTED	PE - PAD ELEVATION
	- BUILDING SETBACK LINE (B.S.L.)	P - PROPOSED
	- PROPOSED CONTOUR	RIM - RIM OF DRAIN INLET
	- EXISTING CONTOUR	SB - SPLASH BLOCK
	- LIMITS OF GRADING / IMPROVEMENTS	SS - SANITARY SEWER
	- DRAINAGE SWALE	TBM - TEMPORARY BENCH MARK
	- PUBLIC UTILITY EASEMENT (P.U.E.) OR EASEMENT AS NOTED	TH - THRESHOLD
	- OVERHEAD TELEPHONE/ COMMUNICATION LINES	TOS - TOP OF STAIR
	- OVERHEAD ELECTRICAL LINES	TOC - TOP OF CONCRETE/CURB
	- ELECTRIC LINE IN TRENCH	TOW - TOP OF WALL
	- COMMUNICATIONS	WM - WATER METER
	- EXISTING	WV - WATER VALVE





**CITY HALL**

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

**DATE:** JANUARY 21, 2025  
**TO:** CITY COUNCIL  
**FROM:** STEVE WILLIAMS, INTERIM CITY ADMINISTRATOR  
**RE:** AGREEMENT –APPROVING AN AGREEMENT BETWEEN THE CITY OF ANGELS AND PG&E FOR PG&E'S USE OF APPROXIMATELY 15 ACRES AT 2600 HIGHWAY 49, ANGLES CAMP, CA (APN 064-003-026-000) AS A TEMPORARY CONSTRUCTION EASEMENT FOR A PERIOD OF THREE YEARS BEGINNING JULY 1, 2025.

**RECOMMENDATION:**

Approve an agreement between the City of Angels and PG&E for PG&E's use of approximately 15 acres at 2600 Highway 49, Angles Camp, Ca (APN 064-003-026-000) as a temporary construction easement for a period of three years beginning July 1, 2025.

**BACKGROUND:**

In September of 2024, representative(s) from PG&E reached out to staff requesting consideration for the use of the Angles Spray Field, 2600 Highway 49, Angles Camp, Ca, as a staging area for a multi-year construction project beginning on July 1, 2025.

The parcel numbers for 2600 Highway 49 are 064-005-041-000, 064-005-027-000, 064-005-012-000, 064-005-001-000, and 064-003-026-000.

The parcels are currently leased through a non-exclusive use agreement for grazing until July 31, 2025.

**DISCUSSION:**

Since September of 2024, staff periodically communicated with representatives from PG&E regarding PG&E's request to use a portion of the City-owned property at 2600 Highway 49, Angles Camp, Ca as a temporary construction easement and storage area for period of three (3) years beginning July 1, 2025.

PG&E plans to upgrade some of their overhead transmission lines in the area over the course of the next three (3) years. PG&E identified the city-owned property at 2600 Highway 49, Angles Camp, Ca as an ideal location for the storage of their equipment as well as for a helicopter landing zone.

Staff met with representatives from PG&E on multiple occasions to identify an appropriate area for their use. The area identified for storage and a landing zone is depicted on Exhibit "A" of the agreement.

The City of Angels Public Works Superintendent, Chris Oflinn, worked most closely with PG&E to identify the specific area appropriate for their use.

The property at 2600 Highway 49, Angles Camp, Ca is currently being leased to a private party through a "Grazing Agreement" with a term of July 13, 2020, through July 31, 2025. Section 5.4 of that agreement states in part, "Lessee acknowledges that this agreement only entitles Lessee to use of the Property for grazing. Lessee further acknowledges and understands that the City will be utilizing the Property for other uses, as City deems necessary."

Vegetations control is necessary on this property and the existing "Grazing agreement" accomplishes that necessity.

The currently Lessee understands that PG&E will be granted use of the area identified in Exhibit "A" of the PG&E agreement.

PG&E understands that the current Lessee uses portions of the property for cattle grazing.

PG&E will make improvements to the dirt roads which provide access from the Highway 49 entrance to the specified area on Exhibit "A" of the agreement.

PG&E will erect temporary fencing around the area identified in Exhibit "A" to keep cattle and others out of the storage area and landing zone.

The PG&E agreement includes a "Restoration" clause which requires PG&E to repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use upon conclusion of the agreement.

The agreement has been reviewed by City of Angels legal.

PG&E will pay the City a fee of \$510 per year for this Temporary Construction Easement. This fee was determined by aligning the per acres cost of the existing grazing agreement.

#### **FINANCIAL IMPACT:**

Revenue of \$510 per year to Fund 010-3000-40704-0000 over the three (3) year agreement.

#### **ATTACHMENTS:**

- 1) Temporary Construction Easement Agreement



# TEMPORARY CONSTRUCTION EASEMENT

## CITY OF ANGELS SEWAGE DISPOSAL SITE

(“**Property Owner**”), hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**PG&E**”), a temporary construction easement (“**TCE**”) for good and valuable consideration, the receipt of which is hereby acknowledged, to be used in connection with PG&E’s Electric Transmission project (“**PG&E’s Project**”), within Property Owner’s lands which are situated in Angels Camp, County of CALAVERAS, State of California, identified as 2600 HIGHWAY 49, County Assessor’s Parcel Number 064-005-041-000, 064-005-027-000, 064-005-012-000, 064-005-001-000, and 064-003-026-000 (the “**Property**”).

The activities allowed under this TCE are described as follows:

- (a) *To gravel and use for laydown and staging purposes, including the right to park vehicles, locate construction trailers, and store materials and equipment.*
- (b) *to construct and gravel a pad, and use such pad as a helicopter landing site.*
- (c) *to park vehicles in connection with PG&E’s Project.*

The activities described above shall be within the area(s) delineated on the map attached and referred to as (“**Temporary Easement Area**”).

1. **Term.** The term of this TCE shall be for a period of 36 months commencing on 7/1/2025 and shall terminate on 6/30/2028 (the “**Term**”). PG&E shall have the right, subject to the terms herein and approval of the City of Angels, to extend the Term on a month to month basis for up to Twelve (12) month(s) by giving the Property Owner written notice of its intention prior to the expiration of the Term. This TCE shall be irrevocable during the Term, except in the case of material breach of the terms and conditions of this TCE.
2. **Compensation.** PG&E shall pay Property Owner Forty Two Dollars and Fifty Cents (\$42.50) per month for a total amount of One Thousand Five Hundred and Thirty Dollars (\$1,530.00) as compensation for this TCE and shall deliver the total payment after receiving a completed IRS W-9 Form and an executed copy of this TCE. If PG&E extends the Term of this TCE, PG&E shall pay Property Owner Forty Two Dollars and Fifty Cents (\$42.50) per month for the duration of the extended Term.
3. **Exclusive Use; Access; Fencing.** During the Term of this TCE, PG&E shall have the exclusive right to use the Temporary Easement Area and the right of ingress to and egress from the Temporary Easement Area over and across the Property. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the Temporary Easement Area, and shall remove such fencing and gates at the end of the Term.
4. **Indemnification.** PG&E agrees to indemnify Property Owner against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend

to that portion of such loss or damage that shall have been caused by Property Owner's comparative negligence or willful misconduct.

5. **Compliance with Laws.** Interpretation and enforcement of this TCE shall be governed by the laws of the State of California. In exercising the rights granted under this TCE, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use. PG&E is required under State and local law to re-stabilize any disturbed project location within the Temporary Easement Area in order to control soil erosion and sediment runoff, in accordance with applicable project permits. PG&E shall have the right to access the Temporary Easement Area as reasonably necessary to allow it to meet any applicable project permit obligations after the Term.
6. **Storm Water Pollution Prevention Plan (SWPPP)** – The State of California Construction General Permit (SWPPP) requires that PG&E shall establish a uniform vegetative cover equivalent up to 70% coverage of pre-construction vegetative conditions (wood mulch or gravel is acceptable also); and shall return the Temporary Easement Area to its original line and grade and/or compacted to achieve stabilization. Property Owner understands and agrees that PG&E's establishment of a uniform vegetative cover may require PG&E to access the Temporary Easement Area upon and after the Term to perform the permit's required inspections. PG&E shall have the right to access the Temporary Easement Area to allow it to meet its State mandated obligations.
7. **Restoration.** Upon completion of PG&E's Project, PG&E shall repair any damage and restore the Temporary Easement Area to as near as practicable to the condition that existed prior to PG&E use under this TCE. PG&E shall remove all personal property. PG&E shall not be responsible for removing any gravel from the Temporary Easement Area and Property Owner shall own and assume all maintenance and liability associated with the gravel.
8. **Insurance.** PG&E certifies it is insured under a major risk management program with large self-insured retentions, with the minimum amount of \$1,000,000 covering PG&E use of the Temporary Easement Area under this TCE.
9. **Representation.** Property Owner represents and warrants the Temporary Easement Area is vacant and free from any encumbrances that would interfere with PG&E's full enjoyment of this TCE.
10. **Entire Agreement.** This TCE supersedes all previous oral and written agreements between and representation by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This TCE may not be amended except by a written agreement.
11. **Notices.** Any notices or communications hereunder shall be in writing and shall be personally delivered, or by email transmission, or sent by first class mail, certified or registered, postage prepaid, or by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon actual receipt or refusal of the notice by the party being sent the notice.

If to Property Owner: Steve Williams, City Administrator, 200 Monte Verda Street Angels Camp, California, 95222, stevewilliams@angelscamp.gov and (209) 736-2185

If to PG&E: Trevor LaTurner, Senior Right of Way Agent, 850 Stillwater Rd, West Sacramento CA 95605, Trevor.laturner@pge.com and 916-205-4628



12. **Authority of Signatory.** Each party to this TCE warrants to the other that it has the right and authority to enter into and consummate this TCE and all related documents.
13. **Successors, Heirs, and Assigns.** This provisions of this TCE shall inure to the benefit of and bind the successors and assigns of the respective parties.
14. **Electronic Signatures.** This TCE may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“pdf”) version by email and such electronic signature(s) shall be deemed as original for purposes of this TCE and shall have the same force and effect as a manually executed original.
15. **Execution in Counterparts.** This TCE may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

PROPERTY OWNER:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

Exhibit A  
2600 Hwy 49 - Sewage Disposal Site





**CITY HALL**

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

**DATE:** JANUARY 21, 2025  
**TO:** CITY COUNCIL  
**FROM:** STEVE WILLIAMS, INTERIM CITY ADMINISTRATOR  
**RE:** AGREEMENT –APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF ANGELS AND MICHAEL CLARKE FOR THE POSITION OF BUILDING, FIRE, CODE ENFORCEMENT OFFICER

**RECOMMENDATION:**

Approve an employment agreement between the City of Angels and Michael Clarke for the position of Building, Fire, Code Enforcement Officer.

**BACKGROUND:**

In August 2024, the City Council approve a new full-time position – Building, Fire, Code Enforcement Officer. Staff initiated a recruitment to fill the position in August 2024.

**DISCUSSION:**

The position of Building, Fire, Code Enforcement Officer is a full-time management position assigned to the Exempt labor group. Traditionally in the City of Angels, management employees have an individual employment agreement.

Michale Clarke was hired as the Building, Fire, Code Enforcement Officer on December 16, 2024.

The employment agreement was drafted by the City of Angles legal team.

**FINANCIAL IMPACT:**

The position is fully funded within the FY24-25 budget. No additional funding is necessary.

**ATTACHMENTS:**

- 1) Michael Clarke Employment Agreement

**EMPLOYMENT AGREEMENT  
BUILDING AND FIRE CODE OFFICIAL  
CODE ENFORCEMENT OFFICER**

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

**RECITALS**

A. The City Administrator is authorized to select and recommend City staff appointments to the City of Angels Camp City Council (“City Council”) pursuant to City of Angels Camp Municipal Code (“Municipal Code”) section 2.08.070.

B. The City Administrator has evaluated the Employee’s knowledge, experience, administrative skills, and ability to serve as the Building and Fire Code Official Code Enforcement Officer and recommends to City Council that Employee be appointed to the position of Building and Fire Code Official Code Enforcement Officer, pursuant to the terms of this Agreement.

C. The Parties agree that this Agreement shall be the sole agreement between the Parties regarding the employment of Employee as Building and Fire Code Official Code Enforcement Officer.

D. The Parties’ desire to execute this Agreement pursuant to the authority of, and subject to, the provisions of California Government Code (“Government Code”) section 53260 *et seq.*

**NOW, THEREFORE**, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

**AGREEMENT**

**Section 1. Recitals.** The recitals set forth above (“Recitals”) are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 10 of this Agreement, Sections 1 through 10 will prevail.

**Section 2. Effective Date.** The effective date of this Agreement shall be December 16, 2024, once it has been executed by both the City and Employee (“Effective Date”).

**Section 3. Appointment of Building and Fire Code Official Code Enforcement Officer, Duties, and Term.**

**3.1. Appointment of Building and Fire Code Official Code Enforcement Officer and Duties.** Employee shall serve as the Building and Fire Code Official Code Enforcement

Officer for the City, and shall be vested with the powers, duties, and responsibilities as set forth in the City Code, California law, City ordinances and resolutions, the Building and Fire Code Official Code Enforcement Officer Job Description, and any such other duties and functions as the City Administrator may from time-to-time assign to Employee. Employee accepts employment pursuant to the terms of this Agreement.

**3.2. Secondary Employment/Conflict of Interest.** Employee agrees to devote all of his productive time, ability, and attention to the City's business to the extent necessary to perform his duties and responsibilities in a manner satisfactory to City. During the Term, as defined in Section 3.5 of this Agreement, Employee shall not hold secondary employment or engage in activities which conflict with, or present the appearance or possibility of conflicting with, City's legitimate business interests. As such, Employee agrees that Employee will notify the City Administrator in writing at least thirty (30) days prior to accepting or engaging in any secondary employment, so the City may determine whether there is the appearance of, or an actual conflict or potential conflict with, the satisfactory performance of Employee's duties and/or the best interest of the City. Employee has the right to volunteer for such nonprofit organizations as he may see fit provided that such volunteer services shall not interfere with or conflict with his duties as Building and Fire Code Official Code Enforcement Officer.

**3.3. Exempt Employee.** Employee agrees to devote that amount of time and energy which is reasonable and necessary to the full accomplishment of duties of Building and Fire Code Official Code Enforcement Officer. A work week shall generally consist of forty (40) hours; however, it is recognized by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 *et seq.*). Employee shall not receive overtime or extra compensation for hours worked over forty (40) hours, which are necessary to fulfill the duties of the Building and Fire Code Official Code Enforcement Officer position, unless otherwise provided in this Agreement.

**3.4. Duties/Schedule.** Employee's daily and weekly work schedule shall vary in accordance with the work required to be performed. The Building and Fire Code Official Code Enforcement Officer position may include frequent attendance at evening meetings and irregular hours as necessary to meet deadlines and achieve objectives. The City Council and the City Administrator recognize that the Building and Fire Code Official Code Enforcement Officer must devote a great deal of his time outside normal office hours to the business of the City and, to that end, Employee will be allowed to take Management Leave during general business hours, upon approval of the City Administrator.

As Building and Fire Code Official Code Enforcement Officer, Employee's initial duties shall be as shown in the Job Description attached as **Exhibit A**. Employee shall perform Employee's duties under this Agreement pursuant to the laws of the State of California and applicable City Municipal Code, ordinances, and resolutions. Employee understands that Employee's duties may be amended from time to time by City, as necessary to meet the City's needs. No modification or change in Employee's responsibilities, duties, or position shall otherwise change or revoke any other provision of this Agreement.

Unless otherwise specified in this Agreement, Employee shall be bound by all the policies, rules, and regulations of City now in force and effect applicable to Employee's position, and by all such other applicable policies, rules, and regulations as may be hereafter implemented and called to his notice and will faithfully observe and abide by the same. No such policy, rule, or regulation shall alter, modify, or revoke Employee's status as an at-will employee or any other provision of this Agreement.

**3.5. Term.** The term of this Agreement shall be for one (1) year from the Effective Date ("Term") subject to Section 4 of this Agreement. The City Administrator, in his or her sole discretion, may extend the Term from time to time in increments of at least one (1) year. No later than three (3) months prior to the expiration of the Term, the City Administrator shall provide written notice to Employee as to whether the City Administrator intends to extend the Term. Termination of this Agreement shall be in accordance with Section 6 below. If no notice is provided to terminate the Agreement, then the Agreement shall continue in effect for an additional one-year term.

**Section 4. At-Will Employment.**

**4.1. At Will.** Employee is an at-will employee serving at the pleasure of the City Council and City Administrator, as provided in Government Code section 36506. Accordingly, either the City or Employee may terminate Employee's employment and this Agreement at any time, with or without cause. Only if Employee is terminated by City without Good Cause, as defined in Section 6.3 of this Agreement, shall Employee be entitled to a Severance, as defined in Section 6.3 of this Agreement.

**4.2. No Property Right in Employment.** Employee understands and agrees that the terms of his employment are governed solely by this Agreement and the provisions of any applicable Memorandum of Understanding ("MOU"). Employee further understands and agrees that this Agreement does not confer a right of employment for any specified term and that he is not entitled to due process for any disciplinary action under the City's personnel policies and rules, including termination, unless such process is provided in pursuant to the terms of any applicable MOU, or otherwise required by law.

**Section 5. Compensation and Evaluations.**

**5.1. Base Salary.** City agrees to pay Employee in accordance with the Exempt Salary Schedule, Range Forty-Eight (48), of the City's Salary Plan. Employee's initial compensation shall be at Step 2, which is an annual salary of One Hundred Five Thousand, Six Hundred Ninety-three Dollars and 95/100 Cents (\$105,693.95) ("Base Salary"), payable in installments at the same time as other City employees are paid. Employee shall be eligible for cost of living and salary increases under the same terms and conditions as other similarly situated employees, in accordance with any applicable provisions of City personnel policies, rules, and regulations and/or applicable MOU.

**5.2 Pro-Rata Decrease.** Employee acknowledges that the Base Salary may be subject to a pro-rata decrease based on the City Council's adoption of an unpaid Mandatory Furlough Program adopted as a budgetary measure.

**5.3. Review and Evaluation.** The City Administrator agrees to review and evaluate Employee's performance of his duties as Building and Fire Code Official Code Enforcement Officer, pursuant to the terms of this Agreement ("Review and Evaluation"), on not less than an annual basis and to provide Employee with a written performance review. The annual Review and Evaluation shall generally be conducted each year in the month prior to Employee's anniversary date, or at the City Administrator's discretion.

**5.4. Health Benefits.** Employee shall be entitled to participate in medical, dental, and vision insurance coverage provided by the City on the same terms and conditions as similarly situated employees, and in accordance with any applicable provisions of City personnel policies, rules, and regulations, and/or any applicable MOU. Employee acknowledges that the level of benefits and portion of premiums paid by the City may be subject to change. City will endeavor to provide Employee no less than thirty (30) days' notice of new medical benefit program and costs.

**5.5. Longevity Pay.** Employee shall be eligible for longevity pay based on years of continuous service under this Agreement in accordance with any applicable provisions of City personnel policies, rules, and regulations, and/or any applicable MOU.

**5.6. Retirement.** The City participates in CalPERS. CalPERS will make the determination whether Employee is considered a "Classic" or "New Member" (as defined by Government Code section 7522.04), and Employee shall contribute based on the enrolled tier. City will pay one hundred percent (100%) of the employer contribution. Employee will pay one hundred percent (100%) of the employee contribution.

**5.7. Vacation.** Accrual of vacation leave shall begin on the first day of the first full month of employment under this Agreement. Unless otherwise specified in this Agreement, the accrual, use, and cash out of vacation shall be administered in accordance with any applicable provisions of City personnel policies, rules, and regulations and/or applicable MOU. Upon separation, Employee is entitled to receive payment for all accrued but unused vacation time at his current Base Salary rate as of the date of the Employee's separation of employment.

**5.8. Sick Leave.** Accrual of sick leave shall begin on the first day of the first full month of employment under this Agreement. Unless otherwise specified in this Agreement, the accrual and use of sick leave shall be administered in accordance with any applicable City personnel rules, policies, and regulations and/or applicable MOU.

**5.9. Management Leave.** It is recognized that Employee must devote a great deal of time outside the normal office hours to City business as the Building and Fire Code Official Code Enforcement Officer. To that end, Employee shall be eligible for management leave ("Management Leave") at the beginning of each fiscal year to be used as needed, upon approval of the City Administrator. The accrual and use of Management Leave shall be administered in accordance with any applicable City personnel rules, policies, and regulations and/or applicable MOU. In the first year of this Agreement, Employee will be credited with a prorated portion of Management Leave for the remainder of the fiscal year. Any unused Management Leave expires on June 30 of each fiscal year and shall not be carried over from year to year.

**5.10. Holidays.** Employee shall be entitled to observe, with pay, designated City holidays. The accrual and use of holiday pay shall be administered in accordance with any applicable City personnel rules, policies, and regulations and/or applicable MOU. Any unused holiday pay will not be paid out on Employee's separation from employment.

**5.11. Vehicle and Equipment.** The City will provide Employee with a vehicle to be used for City-related business and will cover the costs and expenses associated with said vehicle. The City will also provide Employee with all gear and equipment necessary for Employee to perform his duties, as determined by the City.

**5.12. Safety Equipment.** The City shall furnish all safety equipment as required by law. All equipment entrusted to Employee shall be maintained in a reasonable and prudent manner.

## **Section 6. Termination of Employment and Severance.**

**6.1. Voluntary Resignation.** Employee may resign at any time and agrees to give the City at least thirty (30) days' advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full-time public service with the City, Employee shall provide three (3) months' advanced written notice. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation or retirement, the City shall pay to Employee all salary and other compensation due and owing under this Agreement. In the event of voluntary resignation or retirement, Employee shall not be entitled to Severance, as set forth in Section 6.3 of this Agreement.

**6.2. Termination by City Administrator.** The City Administrator may, with the approval of City Council, terminate this Agreement and remove Employee from his position as Building and Fire Code Official Code Enforcement Officer at any time with or without cause and with or without notice. If Employee's termination is based on charges of misconduct that publicly stigmatizes Employee's reputation or impairs his ability to earn a living, or might damage his standing in a community, Employee may, within ten (10) calendar days of the City Administrator's notice to Employee of his or her intent to terminate Employee's employment, make a written request for a "name-clearing" hearing (as described in *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 340 at its progeny) before the City Council. Any such "name-clearing" hearing will be held solely to provide Employee an opportunity to clear Employee's name. The City Council shall use its sole discretion, and its action shall be final and shall not depend upon any particular showing or degree of proof at the hearing; the purpose of which is solely to allow Employee to present Employee's grounds of opposition to the allegations in the notice of termination. The "name-clearing" hearing is solely to provide Employee the opportunity to clear his name.

The City Council may determine whether the allegations in the notice of termination are supported. If the City Council determines that the allegations are not supported, a decision shall be issued to reflect that the Employee's termination was without fault. Such a decision, however, will not require that Employee be reinstated. The hearing shall take place at a regularly scheduled City



Council meeting and held in accordance with the City's standard practice and any applicable provisions of state law. The decision whether to terminate Employee shall be made by a majority vote of the whole City Council as then constituted, and if held in closed session, reported out of closed session as required by the California Government Code.

**6.3. Termination Without Good Cause.** In the event the City terminates Employee's employment and this Agreement without Good Cause, as defined in Section 6.4, below, the City shall pay Employee a sum equal to one (1) month's Base Salary ("Severance"). Such Severance is contingent on Employee's execution of a general release of claims in favor of the City in a form acceptable to the City and is subject to the restrictions of Government Code section 53260, which states that the Severance amount shall not be more than the monthly Base Salary of the employee multiplied by the number of months left on the unexpired term of the contract. The City has the option to pay the Severance to the Employee in monthly installments following the Employee's termination. In the event the City terminates this Agreement and Employee's employment, Employee shall be entitled to continued medical and dental benefits at his own cost, pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA").

**6.4. Termination for Good Cause.** The City may at any time immediately terminate this Agreement and Employee's employment for Good Cause, as defined below. If Employee is terminated for Good Cause, the City shall not be required to pay any Severance under this Agreement, and the City shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment and those the City is obligated to provide under federal or state law.

"Good Cause" for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of the City;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;
5. Mismanagement;
6. Dishonesty;
7. Failure to perform Employee's duties to the standard set by the City;
8. Any conduct which violates the applicable provisions of the City's personnel policies, rules, or regulations for which a City employee may be terminated;
9. Repeated and protracted unexcused absences from the Building and Fire Code Official Code Enforcement Officer's office and duties;
10. Willful destruction or misuse of City property;
11. Conduct that in any way has a direct, substantial, and adverse effect on the City's reputation, whether during or outside business hours;
12. Willful violation of federal, state, or City discrimination laws;

13. Being under the influence of alcohol or narcotics (for which the employee does not have a valid medical prescription) while on duty;
14. Substance abuse which adversely affects performance of Employee's duties as Building and Fire Code Official Code Enforcement Officer;
15. Discourteous treatment of the public or other employees;
16. Refusal to take or subscribe any oath or affirmation which is required by law;
17. Employee's disability resulting in his inability to perform the essential functions of his job, which the City is unable to reasonably accommodate without placing an undue burden on City business operations; or
18. Engaging in other employment or activities which conflict with, or present the appearance or possibility of conflicting with, City's legitimate business interests.

The City Administrator may also place Employee on paid or unpaid investigatory leave during the Term of this Agreement.

**Section 7. Indemnification.** The City shall defend, hold harmless, and indemnify Employee against any tort, personnel, civil rights, or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Building and Fire Code Official Code Enforcement Officer in accordance with the California Government Claims Act (Government Code section 810 *et seq.*) and shall provide a defense to Employee in accordance with Government Code sections 995 through 996.6. The City may decline to defend or indemnify Employee only as permitted by the Government Code. City may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment; provided, however, the City's duty to defend and indemnify Employee shall be contingent upon Employee's good faith cooperation with such defense. In the event the City provides paid leave to the Employee pending an investigation or funds for a legal criminal defense pursuant to this Section, Employee shall reimburse the City for the amount of such paid leave or cost of the legal criminal defense, if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243 through 53243.1. If this Agreement and Employee's employment are terminated, any severance the Employee may have received from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his office or position as provided in Government Code section 53243.2 through 53243.4.

**Section 8. Bonding.** City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

**Section 9. Notices.** Any notice or communication required hereunder between the City and Employee must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving

Party’s facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day, or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days’ written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City: City of Angels Camp  
Attn: City Clerk  
P.O. Box 667  
200 Monte Verda Street, Suite B  
Angels Camp, CA 95222

If to the City Administrator: City of Angels Camp  
Attn: City Administrator  
P.O. Box 667  
200 Monte Verda Street, Suite B  
Angels Camp, CA 95222

and White Brenner LLP  
Attn: Douglas L. White  
1608 T Street  
Sacramento, CA 95811

If to Employee: City of Angels Camp  
Attn: Michael Clarke  
P.O. Box 667  
200 Monte Verda Street  
Angels Camp, CA 95222

With copy sent to employee’s home address.

**Section 10. General Provisions.**

**10.1. Modification of Agreement.** This Agreement may be supplemented, amended, or modified only by a writing signed by the City and Employee.

**10.2. Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been

induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

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

**10.4. Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had 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.

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

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

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

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

**10.9. Counterparts.** This Agreement may be executed in counterparts, and all so executed shall constitute one (1) agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

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

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

**IN WITNESS WHEREOF**, this Agreement has been entered into by and between Employee and City as of the date of the Agreement set forth above.

**CITY:**

**EMPLOYEE:**

City of Angels Camp, a municipal corporation  
of the State of California

Michael Clarke

By: \_\_\_\_\_  
Steve Williams, Interim City Administrator

By: \_\_\_\_\_  
Michael Clarke, an individual

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

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

By: \_\_\_\_\_  
Rose Beristianos, City Clerk

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

Approved as to Form and Content:

By: \_\_\_\_\_  
Douglas L. White, City Attorney

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

**EXHIBIT A**  
**Job Description**

# January 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 HOLIDAY	2	3	4
5	6	7 <a href="#">City Council Meeting</a>	8	9 <a href="#">Planning Com 5:30</a>	10	11
12	13	14	15 <a href="#">COG TAC</a> <a href="#">CPPA</a> <a href="#">IRWMA</a>	16 All hazards planning Codes 3pm to 5pm	17	18
19	20 HOLIDAY	21 <a href="#">City Council Meeting</a>	22 Bank of Stkn Mixer 5pm to 7pm	23	24	25
26	27 <a href="#">LAFCO</a>	28 <a href="#">UWPA</a>	29 <a href="#">MEETING FIRE WATER RATES 6pm</a>	30	31	

LEAGUE OF CITIES Mayors and Council Members Academy January 22-24, 2024 Sac, January 29-31, 2024 Garden Grove

CSEDD: R: Chimente, A: Broglio  
 COG: R: Behiel & Schirato A: Broglio  
 CPPA: R: Chimente, A: Broglio  
 LAFCO: R: Behiel & Moncada A: Chimente  
 SOLID WASTE TASK FORCE: R: Broglio, A: Chimente  
 UWPA: R: Broglio & Schirato, A: Chimente

COG TAC – City Administrator  
 IRWMA - PW SUPERINTENDENT / CITY ADMINISTRATOR

# February 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 <a href="#">City Council Meeting</a>	5 <a href="#">COG</a>	6	7	8
9	10	11	12	13 <a href="#">Planning Com 5:30</a>	14	15
16	17	18 <a href="#">City Council Meeting</a>	19 <a href="#">COG TAC</a> <a href="#">IRWMA</a>	20 <a href="#">CSEDD</a>	21	22
23	24	25 <a href="#">UWPA</a>	26	27	28	

**LEAGUE OF CITIES City managers Conference Feb 5-7, 2025**

CSEDD: R: Chimente, A: Broglio  
 COG: R: Behiel & Schirato A: Broglio  
 CPPA: R: Chimente, A: Broglio  
 LAFCO: R: Behiel & Moncada A: Chimente  
 SOLID WASTE TASK FORCE: R: Broglio, A: Chimente  
 UWPA: R: Broglio & Schirato, A: Chimente

COG TAC – City Administrator  
 IRWMA - PW SUPERINTENDENT / CITY ADMINISTRATOR



# March 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 City Council Meeting	5 <a href="#">COG</a>	6	7	8
9	10	11	12	13 Planning Com 5:30	14	15
16	17 <a href="#">LAFCO</a>	18 City Council Meeting	19 <a href="#">COG TAC</a> <a href="#">IRWMA</a>	20	21	22
23	24	25 <a href="#">UWPA</a>	26	27	28	29
30	31					

LEAGUE OF CITIES Planning Commissioners Academy March 5-7, 2025, Public Works Officers Institute March 19-21, 2025

CSEDD: R: Chimento, A: Broglio  
 COG: R: Behiel & Schirato A: Broglio  
 CPPA: R: Chimento, A: Broglio  
 LAFCO: R: Behiel & Moncada 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

# April 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 City Council Meeting	2 COG	3	4	5
6	7	8	9	10 Planning Com 5:30	11	12
13	14	15 City Council Meeting	16 COG TAC CPPA IRWMA	17	18	19
20	21	22 UWPA	23	24	25	26
27	28	29	30			

**LEAGUE OF CITIES City Leaders Summit April 23-25, 2025**

CSEDD: R: Chimente, A: Broglio  
 COG: R: Behiel & Schirato A: Broglio  
 CPPA: R: Chimente, A: Broglio  
 LAFCO: R: Behiel & Moncada A: Chimente  
 SOLID WASTE TASK FORCE: R: Broglio, A: Chimente  
 UWPA: R: Broglio & Schirato, A: Chimente

COG TAC – City Administrator  
 IRWMA - PW SUPERINTENDENT / CITY ADMINISTRATOR

# May 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 City Council Meeting	7 <a href="#">COG</a>	8 Planning Com 5:30	9	10
11	12	13	14	15 <a href="#">CSEDD</a>	16	17
18	19 <a href="#">LAFCO</a>	20 City Council Meeting	21 <a href="#">COG TAC</a> <a href="#">IRWMA</a>	22	23	24
25	26	27 <a href="#">UWPA</a>	28	29	30	31

**LEAGUE OF CITIES City Attorneys Spring Conference May 7-9, 2025**

CSEDD: R: Chimente, A: Broglio  
 COG: R: Behiel & Schirato A: Broglio  
 CPPA: R: Chimente, A: Broglio  
 LAFCO: R: Behiel & Moncada A: Chimente  
 SOLID WASTE TASK FORCE: R: Broglio, A: Chimente  
 UWPA: R: Broglio & Schirato, A: Chimente

COG TAC – City Administrator  
 IRWMA - PW SUPERINTENDENT / CITY ADMINISTRATOR

# June 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 City Council Meeting	4 <a href="#">COG</a>	5	6	7
8	9	10	11	12 Planning Com 5:30	13	14
15	16	17 City Council Meeting	18 <a href="#">COG TAC</a> <a href="#">IRWMA</a>	19	20	21
22	23	24 <a href="#">UWPA</a>	25	26	27	28
29	30					

**CSEDD: R: Chimente, A: Broglio**  
**COG: R: Behiel & Schirato A: Broglio**  
**CPPA: R: Chimente, A: Broglio**  
**LAFCO: R: Behiel & Moncada A: Chimente**  
**SOLID WASTE TASK FORCE: R: Broglio, A: Chimente**  
**UWPA: R: Broglio & Schirato, A: Chimente**

**COG TAC – City Administrator**  
**IRWMA - PW SUPERINTENDENT / CITY ADMINISTRATOR**

# July 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 City Council Meeting	2	3	4	5
6	7	8	9	10 Planning Com 5:30	11	12
13	14	15 City Council Meeting	16 COG IAC CPPA IRWMA	17	18	19
20	21 LAFCO	22 UWPA	23	24	25	26
27	28	29	30	31		

**CSEDD: R: Chimente, A: Broglio**  
**COG: R: Behiel & Schirato A: Broglio**  
**CPPA: R: Chimente, A: Broglio**  
**LAFCO: R: Behiel & Moncada A: Chimente**  
**SOLID WASTE TASK FORCE: R: Broglio, A: Chimente**  
**UWPA: R: Broglio & Schirato, A: Chimente**

# August 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 City Council Meeting	6 <a href="#">COG</a>	7	8	9
10	11	12	13	14 Planning Com 5:30	15	16
17	18	19 City Council Meeting	20 <a href="#">COG TAC</a> <a href="#">IRWMA</a>	21 <a href="#">CSEDD</a>	22	23
24	25	26 <a href="#">UWPA</a>	27	28	29	30
31						

**CSEDD:** R: Chimente, A: Broglio  
**COG:** R: Behiel & Schirato A: Broglio  
**CPPA:** R: Chimente, A: Broglio  
**LAFCO:** R: Behiel & Moncada A: Chimente  
**SOLID WASTE TASK FORCE:** R: Broglio, A: Chimente  
**UWPA:** R: Broglio & Schirato, A: Chimente

**COG TAC – City Administrator**  
**IRWMA - PW SUPERINTENDENT / CITY ADMINISTRATOR**

# September 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 City Council Meeting	3 <a href="#">COG</a>	4	5	6
7	8	9	10	11 Planning Com 5:30	12	13
14	15 <a href="#">LAFCO</a>	16 City Council Meeting	17 <a href="#">COG TAC</a> <a href="#">IRWMA</a>	18	19	20
21	22	23 <a href="#">UWPA</a>	24	25	26	27
28	29	30				

**CSEDD: R: Chimente, A: Broglio**  
**COG: R: Behiel & Schirato A: Broglio**  
**CPPA: R: Chimente, A: Broglio**  
**LAFCO: R: Behiel & Moncada A: Chimente**  
**SOLID WASTE TASK FORCE: R: Broglio, A: Chimente**  
**UWPA: R: Broglio & Schirato, A: Chimente**

# October 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 <a href="#">COG</a>	2	3	4
5	6	7 <a href="#">City Council Meeting</a>	8	9 <a href="#">Planning Com 5:30</a>	10	11
12	13	14	15 <a href="#">COG TAC</a> <a href="#">CPPA</a> <a href="#">IRWMA</a>	16	17	18
19	20	21 <a href="#">City Council Meeting</a>	22	23	24	25
26	27	28 <a href="#">UWPA</a>	29	30	31	

**LEAGUE OF CITIES Annual Conference and Expo October 8-10, 2025**

CSEDD: R: Chimento, A: Broglio  
 COG: R: Behiel & Schirato A: Broglio  
 CPPA: R: Chimento, A: Broglio  
 LAFCO: R: Behiel & Moncada 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



# November 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 <a href="#">City Council Meeting</a>	5 <a href="#">COG</a>	6	7	8
9	10	11	12	13 <a href="#">Planning Com 5:30</a>	14	15
16	17 <a href="#">LAFCO</a>	18 <a href="#">City Council Meeting</a>	19 <a href="#">COG TAC</a> <a href="#">IRWMA</a>	20 <a href="#">CSEDD</a>	21	22
23	24	25 <a href="#">UWPA</a>	26	27	28	29
30						

**CSEDD:** R: Chimente, A: Broglio  
**COG:** R: Behiel & Schirato A: Broglio  
**CPPA:** R: Chimente, A: Broglio  
**LAFCO:** R: Behiel & Moncada A: Chimente  
**SOLID WASTE TASK FORCE:** R: Broglio, A: Chimente  
**UWPA:** R: Broglio & Schirato, A: Chimente

**COG TAC – City Administrator**  
**IRWMA - PW SUPERINTENDENT / CITY ADMINISTRATOR**

# December 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 City Council Meeting	3 <a href="#">COG</a>	4	5	6
7	8	9	10	11 Planning Com 5:30	12	13
14	15	16 City Council Meeting	17 <a href="#">COG TAC</a> <a href="#">IRWMA</a>	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**CSEDD: R: Chimente, A: Broglio**  
**COG: R: Behiel & Schirato A: Broglio**  
**CPPA: R: Chimente, A: Broglio**  
**LAFCO: R: Behiel & Moncada A: Chimente**  
**SOLID WASTE TASK FORCE: R: Broglio, A: Chimente**  
**UWPA: R: Broglio & Schirato, A: Chimente**

**COG TAC – City Administrator**  
**IRWMA - PW SUPERINTENDENT / CITY ADMINISTRATOR**